



<b>UNITED STATES BANKRUPTCY COURT      NORTHERN DISTRICT OF TEXAS</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>OPUS WEST CONSTRUCTION CORPORATION</b>		Case Number: <b>09-34360</b>
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>McBride Door &amp; Hardware, Inc.</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ <i>(If known)</i>  Filed on: _____
Name and address where notices should be sent: <b>Judith A. Descalso, Attorney at Law</b> <b>960 Canterbury Pl., Ste. 340, Escondido, CA 92025</b>  Telephone number: <b>(760) 745-8380</b>		
Name and address where payment should be sent (if different from above): <b>McBride Door &amp; Hardware, Inc.</b> <b>13811 Danielson St., Poway, CA 92064</b>  Telephone number: <b>(858) 842-4480</b>		
1. Amount of Claim as of Date Case Filed:      \$ <u>47,514.20</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).  Amount entitled to priority: \$ _____  <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
2. Basis for Claim: <u>goods and services</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <b>10321, 10325 and 10343 Meanley Dr. San Diego, CA 92131</b>  Value of Property: \$ _____ Annual Interest Rate: % _____  Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: <u>recorded lien</u>  Amount of Secured Claim: \$ <u>47,514.20</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		FOR COURT USE ONLY  <div style="text-align: center;">           OPUS WEST              00339         </div>
Date: <u>10-29-09</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center;">  <b>RICK MC BRIDE, PRESIDENT</b> </div>		

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

**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.*

**Items to be completed in Proof of Claim form****Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**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. 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 date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 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 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.

**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 that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

**Claim**

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose 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 clerk of the same bankruptcy court in which the bankruptcy case was filed.

**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, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.jsc.uscourts.gov](http://www.pacer.jsc.uscourts.gov)) for a small fee to view your filed proof of claim.

**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(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

RECORDING REQUESTED BY  
McBride Door & Hardware

WHEN RECORDED MAIL TO

Name: McBride Door & Hardware, Inc.

Street Address: 13811 Danielson Street

City & State: Poway, CA 92064

F12  
1CDN



JUL 10, 2009 3:25 PM

OFFICIAL RECORDS  
SAN DIEGO COUNTY RECORDER'S OFFICE  
DAVID L. BUTLER, COUNTY RECORDER  
FEES: 13.00

NOTICES: 1

PAGES: 1



SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MECHANIC'S LIEN

This form complies with professional standards in effect January 1-December 31, 2008

The undersigned, claimant,:  
McBride Door & Hardware, Inc.

(Name of person or firm claiming Mechanic's Lien. Contractors use name exactly as it appears on Contractor's License)

claims a Mechanic's Lien upon the following described real property

City of Poway, County of San Diego State of California

Lockheed Martin - 10301, 10325 and 10343 Meanley Drive, San Diego, CA 92131

(General description of property where the work or materials were furnished. Street address is sufficient, but legal description if possible)

The sum of \$ 47,514.20 together with interest thereon at the highest legal rate per annum from 5/31/09

(Amount of claim due and unpaid)

(Date when balance became due)

is due claimant (after deducting all just credits and offsets) for the following work, equipment and/or material furnished by claimant:

Supplied and Installed Doors, Frames and Hardware

(Insert general description of the work, equipment or materials)

Claimant furnished the work, equipment and/or material at the request of, or under contract with:

Opus West Construction Corporation - 2050 Main Street, Suite 800, Irvine, CA 92614

(Name of person or firm who ordered or contracted for the work or materials)

The owners and reputed owners of the property are:

Sequoia Realty Limited Partnership - 10350 Bren Road West, Minnetonka, MN 55343

(Insert name/address of owner or real property.)

This can be obtained from the County Recorder or by checking the building permit application at the Building department.)

Firm Name McBride Door & Hardware, Inc.

By: X

(Signature of claimant or authorized agent)

## VERIFICATION

I, the undersigned, say: I am the claimant named in the foregoing Mechanic's Lien; I have read said claim of Mechanic's Lien and know the contents thereof; the same is true of my own knowledge. I am authorized to execute this Claim of Lien.

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

Executed on 10, 2009 July at El Cajon, California  
(Date of signature) (City where signed)

X

(Personal signature of individual who is swearing the contents of the claim of Mechanic's Lien are true)

McBride Door & Hardware, Inc.

8/27/2009 11:19 AM

Register: Accounts Receivable - Employee

From 11/01/2008 through 08/27/2009

Sorted by: Order Entered

<u>Date</u>	<u>Number</u>	<u>Customer</u>	<u>Memo/Description</u>	<u>Qty</u>	<u>Rate</u>	<u>Charge</u>	<u>Paid</u>	<u>Balance</u>
11/18/2008	2889-1	Opus West Constr...				187,956.00		187,956.00
12/15/2008	2889-2	Opus West Constr...				98,104.50		286,060.50
01/08/2009	115493	Opus West Constr...					187,956.00	98,104.50
01/19/2009	2889-3	Opus West Constr...				31,785.30		129,889.80
02/04/2009	116527	Opus West Constr...					98,104.50	31,785.30
02/18/2009	2889-4	Opus West Constr...				1,273.50		33,058.80
03/12/2009	117555	Opus West Constr...					31,785.30	1,273.50
03/18/2009	2889-5	Opus West Constr...				8,820.00		10,093.50
04/20/2009	2889-6	Opus West Constr...				884.70		10,978.20
05/19/2009	2889-7	Opus West Constr...				36,536.00		47,514.20

2089



RECEIVED

NOV 03 2008

OPUS WEST-IRVINE

Lockheed Martin TI / 11152.00

08100 /Doors, Frames &amp; Hardware

McBride Door &amp; Hardware, Inc. / Rick McBride

Contact Phone # 760.546.1400

Contact Fax # 60.546.1401

Payment Terms: Standard


**SUBCONTRACT AGREEMENT (Labor and Materials)**

This Subcontract Agreement ("Subcontract") is made as of this 08th day of October, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2050 Main St., Suite 800, Irvine, CA 92614, and McBride Door & Hardware, Inc. ("Subcontractor") with its office located at 2067 Wineridge Place Ste C, Escondido, CA 92029.

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 Lockheed Martin TI ("Project"), located at 10301, 10325, 10343 Meanley Drive, San Diego, CA 92131 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. **Owner.** The Owner of the Project is Sequoia Realty Limited Partnership ("Owner").
4. **Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:  
 Architect of Record: Smith Consulting Architects  
 Civil Engineer: PBS&J  
 Structural Engineer of Record: Opus Architects & Engineers, Inc.
5. **Scope of Work.** Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. **Schedule.** Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before . 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 \$ 355,340.00 ("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)

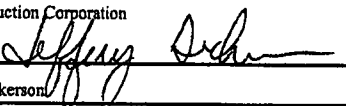
Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager    
 Andrew Ranallo

**CONTRACTOR**

OPUS West Construction Corporation

By:

  
 Jeffery Dickerson

(Print Name)

Vice President of Construction

(Title)

(Date)

11/7/08

**SUBCONTRACTOR**

McBride Door &amp; Hardware, Inc.

By:

  
 Rick McBride

(Print Name)

President

(Title)

(Date)

10-27-08

ORIGINAL



**RIDER A**

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and McBride Door & Hardware, Inc. dated 10/08/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

**1. Work/Subcontract Documents.**

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section Doors, Frames & Hardware 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
Toilet Partitions Specification	10150	10/29/2007
Toilet Accessories Specification	10160	10/29/2007
Postal Specialties Specification	10550	10/29/2007
Window Blind Specification	12200	10/29/2007
Hydraulic Elevator Specification	14200	05/07/2007
General Mechanical Requirements Specification	15010	05/09/2007
Fire Protection Specification	15300	05/09/2007
Plumbing Specification	15400	05/09/2007
Heating, Ventilating, and Air Conditioning Specification	15500	05/09/2007
Energy Management System Specification	15800	05/09/2007
Electrical Specification	16000	05/09/2007
Demolition Specification	2050	07/05/2007
Earthwork Specification	2200	07/05/2007
Asphaltic Paving Specification	2510	07/05/2007
Site Concrete Specification	2520	07/05/2007
Site Utilities Specification	2600	07/05/2007
Landscape and Irrigation Specification	2900	08/16/2007
Cast in Place Concrete Specification	3002	08/16/2007
Reinforcing Steel Specification	3202	08/16/2007
Structural Metal Framing, Joists, and Deck Specification	5100	07/27/2007
Metal Fabrications Specification	5500	07/27/2007
Finish Carpentry	6200	10/29/2007
Built-Up Roofing Specification	7510	09/19/2007
Sheet Metal Flashing and Trim Specification	7620	09/06/2007
Caulking and Sealants Specification	7910	08/16/2007
Wood Door Specification	8200	09/13/2007
Aluminum Framing & Glazing Systems Specification	8400	09/06/2007
Door Hardware Specification	8700	09/06/2007
Glazed Aluminum Curtainwalls Specification	8900	09/13/2007
Gypsum Board Assemblies Specification	9250	10/29/2007
Ceramic Tile Specification	9300	10/29/2007

Acoustical Ceilings Specification	9510	10/29/2007
Resilient Flooring & Base Specification	9650	10/29/2007
Carpet Specification	9680	10/29/2007
Painting Specification	9900	10/29/2007
Wallcovering Specification	9950	10/29/2007
Smith Consulting Architects: Lockheed Martin- Building A, B, C Tenant Improvements Specifications	SCA Project No. 08123.T	09/10/2008
Title Sheet	A TS1	07/15/2008
General Notes	A TS2	07/15/2008
Site Plan	A AS.1	07/15/2008
First Floor Exiting Plan	A EX.1	07/15/2008
Second Floor Exiting Plan	A EX.2	07/15/2008
First Floor Plan	A A1	07/15/2008
Second Floor Plan	A A2	07/15/2008
First Floor Reflected Ceiling Plan	A A2.1	07/15/2008
Second Floor Reflected Ceiling Plan	A A2.2	07/15/2008
Door Schedule/Details	A A3.1	07/15/2008
Details	A AD1	07/15/2008
Schedules	M-1A	07/15/2008
First Floor Plan	M-2A	07/15/2008
Second Floor Plan	M-3A	07/15/2008
First Floor Piping Plan	M-4A	07/15/2008
Second Floor Piping Plan	M-5A	07/15/2008
Title 24 Calcs	M-6A	07/15/2008
Schedules, Notes, Details	PA-01	07/15/2008
First Floor Plan	PA-1.0	07/15/2008
Second Floor Plan	PA-1.1	07/15/2008
Note Sheet	E1.1A	07/15/2008
Luminaire Schedule	E1.2A	07/15/2008
Title 24 Calcs	E1.3A	07/15/2008
First Floor Lighting Plan	E2.1A	07/15/2008
Second Floor Lighting Plan	E2.2A	07/15/2008
Horizon Tech Center	A_A6.2	02/20/2008
First Floor Power Plan	E3.1A	07/15/2008
Second Floor Power Plan	E3.2A	07/15/2008
Roof Power Plan	E4.1A	07/15/2008
Singleline Diagram	E5.1A	07/15/2008
Panel Schedules	E6.1A	07/15/2008
Detail Sheet 1	E7.1A	07/15/2008
Detail Sheet 2	E7.2A	07/15/2008
Title Sheet	B TS1	07/15/2008

General Notes	B TS2	07/15/2008
Site Plan	B AS.1	07/15/2008
First Floor Exiting Plan	B EX.1	07/15/2008
Second Floor Exiting Plan	B EX.2	07/15/2008
First Floor Plan	B A1	07/15/2008
Second Floor Plan	B A2	07/15/2008
First Floor Reflected Ceiling Plan	B A2.1	07/15/2008
Second Floor Reflected Ceiling Plan	B A2.2	07/15/2008
Door Schedule/Details	B A3.1	07/15/2008
Details	B AD1	07/15/2008
Schedules	M-1B	07/15/2008
First Floor Plan	M-2B	07/15/2008
Second Floor Plan	M-3B	07/15/2008
Roof Plan	M-4B	07/15/2008
First Floor Piping Plan	M-5B	07/15/2008
Second Floor Piping Plan	M-6B	07/15/2008
Title 24 Calcs	M-7B	07/15/2008
Schedules, Notes, Details	PB-01	07/15/2008
First Floor Plan	PB-1.0	07/15/2008
Second Floor Plan	PB-1.1	07/15/2008
Note Sheet	E1.1B	07/15/2008
Luminaire Schedule	E1.2B	07/15/2008
Title 24 Calcs	E1.3B	07/15/2008
First Floor Lighting Plan	E2.1B	07/15/2008
Second Floor Lighting Plan	E2.2B	07/15/2008
First Floor Power Plan	E3.1B	07/15/2008
Second Floor Power Plan	E3.2B	07/15/2008
Roof Power Plan	E4.1B	07/15/2008
Singleline Diagram	E5.1B	07/15/2008
Panel Schedules	E6.1B	07/15/2008
Detail Sheet 1	E7.1B	07/15/2008
Detail Sheet 2	E7.2B	07/15/2008
Title Sheet	C TS1	07/15/2008
General Notes	C TS2	07/15/2008
Site Plan	C AS.1	07/15/2008
First Floor Exiting Plan	C EX.1	07/15/2008
Second Floor Exiting Plan	C EX.2	07/15/2008
First Floor Plan	C A1	07/15/2008
Second Floor Plan	C A2	07/15/2008
First Floor Reflected Ceiling Plan	C A2.1	07/15/2008
Second Floor Reflected Ceiling Plan	C A2.2	07/15/2008



Door Schedules/Details	C A3.1	07/15/2008
Details	C AD1	07/15/2008
Schedules	M-1C	07/15/2008
First Floor Plan	M-2C	07/15/2008
Second Floor Plan	M-3C	07/15/2008
First Floor Piping Plan	M-4C	07/15/2008
Second Floor Piping Plan	M-5C	07/15/2008
Title 24 Calcs	M-6C	07/15/2008
Schedules, Notes, Details	PC-01	07/15/2008
First Floor Plan	PC-1.0	07/15/2008
Second Floor Plan	PC-1.1	07/15/2008
Note Sheet	E1.1C	07/15/2008
Luminaire Schedule	E1.2C	07/15/2008
Title 24 Calcs	E1.3C	07/15/2008
First Floor Lighting Plan	E2.1C	07/15/2008
Second Floor Lighting Plan	E2.2C	07/15/2008
First Floor Power Plan	E3.1C	07/15/2008
Second Floor Power Plan	E3.2C	07/15/2008
Roof Power Plan	E4.1C	07/15/2008
Singleline Diagram	E5.1C	07/15/2008
Panel Schedules	E6.1C	07/15/2008
Detail Sheet 1	E7.1C	07/15/2008
Detail Sheet 2	E7.2C	07/15/2008
Horizon Tech Center - Title Sheet	A_T1.1	02/20/2008
Horizon Tech Center - Title 24 Energy Compliance	A_T1.2	02/20/2008
Horizon Tech Center - Fire Tested Assemblies and Penetrations	A_AC.1	02/20/2008
Horizon Tech Center - Architectural Site Plan	A_A1.1	02/20/2008
Horizon Tech Center - Site Plan Details	A_A1.2	02/20/2008
Horizon Tech Center - First Level Floor Plan	A_A2.1	02/20/2008
Horizon Tech Center - Second Level Floor Plan	A_A2.2	02/20/2008
Horizon Tech Center - Roof Plan	A_A2.3	02/20/2008
Horizon Tech Center - Enlarged Floor Plans	A_A2.4	02/20/2008
Horizon Tech Center - Exterior Elevations	A_A3.1	02/20/2008
Horizon Tech Center - Wall Sections	A_A4.1	02/20/2008
Horizon Tech Center - Stair and Elevator Sections	A_A4.2	02/20/2008
Horizon Tech Center - Details	A_A5.1	02/20/2008
Horizon Tech Center - Partition Schedule and Details	A_A6.1	02/20/2008
Horizon Tech Center - Door Schedule and Hardware Groups	A_A6.2	02/20/2008
Interior Elevations	A_A7.1	02/20/2008
Horizon Tech Center - Interior Details	A_A8.1	02/20/2008
Horizon Tech Center - Reflected Ceiling Plans	A_A9.1	02/20/2008

Horizon Tech Center - Enlarged Finish Plans	A_A10.1	02/20/2008
Horizon Tech Center - Title Sheet	A_S1	02/20/2008
Horizon Tech Center - Foundation Plan	A_S2	02/20/2008
Horizon Tech Center - Framing Plan Level 02	A_S3	02/20/2008
Horizon Tech Center - Framing Plan, Roof	A_S4	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	A_S5.1	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	A_S5.2	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Sections and Details	A_S5.3	02/20/2008
Horizon Tech Center - Sections and Details	A_S6	02/20/2008
Horizon Tech Center - Sections and Details	A_S7	02/20/2008
Horizon Tech Center - Sections and Details	A_S8	02/20/2008
Horizon Tech Center - Sections and Details	A_S9	02/20/2008
Horizon Tech Center - Sections and Details	A_S10	02/20/2008
Horizon Tech Center - Schedule, Notes, Legend, Details and T-24	A_M1.0a	01/02/2008
Horizon Tech Center - Site Plan and Equipment Pad Layout	A_M1.1a	01/02/2008
Horizon Tech Center - Mechanical HVAC 1st Floor Plan	A_M2.1a	01/02/2008
Horizon Tech Center - Mechanical HVAC 2nd Floor Plan	A_M2.2a	01/02/2008
Horizon Tech Center - Mechanical HVAC Roof Plan	A_M2.3a	01/02/2008
Horizon Tech Center - Specifications and Calculations	A_P-1	11/15/2007
Horizon Tech Center - Site Plan	A_P-2	11/15/2007
Horizon Tech Center	A_P-3	11/15/2007
Horizon Tech Center - Second Floor Plan	A_P-4	11/15/2007
Horizon Tech Center - Roof Plan	A_P-5	11/15/2007
Horizon Tech Center - Restroom Details	A_P-6	11/15/2007
Horizon Tech Center - Restroom Details	A_P-7	11/15/2007
Horizon Tech Center - Note Sheet	A_E1.1	11/15/2007
Horizon Tech Center - Title 24	A_E1.2A	11/15/2007
Horizon Tech Center - Exterior Title 24	A_E1.2B	11/15/2007
Horizon Tech Center - Lighting Detail Sheet	A_E1.3	11/15/2007
Horizon Tech Center - Site Plan Utility	A_E2.1	11/15/2007
Horizon Tech Center - Site Plan Lighting	A_E2.2	11/15/2007
Horizon Tech Center - First Floor Lighting Plan	A_E3.1	11/15/2007
Horizon Tech Center - First Floor Power Plan	A_E3.2	11/15/2007
Horizon Tech Center - Second Floor Lighting Plan	A_E4.1	11/15/2007
Horizon Tech Center - Second Floor Power Plan	A_E4.2	11/15/2007
Horizon Tech Center - Roof Plan	A_E5.1	11/15/2007
Horizon Tech Center - Single Line Diagram and Panel Schedules	A_E6.1	11/15/2007
Horizon Tech Center - Detail Sheet	A_E7.1	11/15/2007
Horizon Tech Center - Detail Sheet #2	A_E7.2	11/15/2007
Horizon Tech Center - Detail Sheet #3	A_E7.3	11/15/2007
Horizon Tech Center - Title Sheet	B_T1.1	02/20/2008

Horizon Tech Center - Title 24 Energy Compliance	B_T1.2	02/20/2008
Horizon Tech Center - Fire Tested Assemblies and Penetrations	B_AC.1	02/20/2008
Horizon Tech Center - Fire Tested Assemblies and Penetrations	B_AC.1	02/20/2008
Horizon Tech Center - Architectural Site Plan	B_A1.1	02/20/2008
Horizon Tech Center	B_A1.2	02/20/2008
Horizon Tech Center - First Level Floor Plan	B_A2.1	02/20/2008
Horizon Tech Center - Second Level Floor Plan	B_A2.2	02/20/2008
Horizon Tech Center - Roof Plan	B_A2.3	02/20/2008
Horizon Tech Center - Enlarged Floor Plans	B_A2.4	02/20/2008
Horizon Tech Center - Exterior Elevations	B_A3.1	02/20/2008
Horizon Tech Center - Wall Sections	B_A4.1	02/20/2008
Horizon Tech Center - Stair and Elevator Sections	B_A4.2	02/20/2008
Horizon Tech Center - Details	B_A5.1	02/20/2008
Horizon Tech Center - Partition Schedule and Details	B_A6.1	02/20/2008
Horizon Tech Center - Door Schedule and Hardware Group	B_A6.2	02/20/2008
Horizon Tech Center - Interior Elevations	B_A7.1	02/20/2008
Horizon Tech Center - Interior Details	B_A8.1	02/20/2008
Horizon Tech Center - Reflected Ceiling Plan	B_A9.1	02/20/2008
Horizon Tech Center - Enlarged Finish Plans	B_A10.1	02/20/2008
Horizon Tech Center - Title Sheet	B_S1	02/20/2008
Horizon Tech Center - Foundation Plan	B_S2	02/20/2008
Horizon Tech Center - Framing Plan Level 02	B_S3	02/20/2008
Horizon Tech Center - Framing Plan Roof	B_S4	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	B_S5.1	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	B_S5.2	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Sections and Details	B_S5.3	02/20/2008
Horizon Tech Center - Sections and Details	B_S6	02/20/2008
Horizon Tech Center - Sections and Details	B_S7	02/20/2008
Horizon Tech Center - Sections and Details	B_S8	02/20/2008
Horizon Tech Center	B_S9	02/20/2008
Horizon Tech Center - Sections and Details	B_S10	02/20/2008
Horizon Tech Center - Schedule, Notes, Legend, Details and T-24	B_M1.0b	01/02/2008
Horizon Tech Center - Site Plan and Equipment Pad Layout	B_M1.1b	01/02/2008
Horizon Tech Center - Mechanical HVAC 1st Floor Plan	B_M2.1b	01/02/2008
Horizon Tech Center - Mechanical HVAC 2nd Floor Plan	B_M2.2b	01/02/2008
Horizon Tech Center - Mechanical HVAC Roof Plan	B_M2.3b	01/02/2008
Horizon Tech Center - Specifications and Calculations	B_P1	11/15/2007
Horizon Tech Center - Site Plan	B_P2	11/15/2007
Horizon Tech Center - First Floor Plan	B_P3	11/15/2007
Horizon Tech Center - Second Floor Plan	B_P4	11/15/2007
Horizon Tech Center - Roof Plan	B_P5	11/15/2007

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Horizon Tech Center - Restroom Details	B_P6	11/15/2007
Horizon Tech Center - Restroom Details	B_P7	11/15/2007
Horizon Tech Center - Note Sheet	B_E1.1	11/15/2007
Horizon Tech Center - Title 24	B_E1.2A	11/15/2007
Horizon Tech Center - Exterior Title 24	B_E1.2B	11/15/2007
Horizon Tech Center	B_E1.3	11/15/2007
Horizon Tech Center	B_E2.1	11/15/2007
Horizon Tech Center	B_E2.2	11/15/2007
Horizon Tech Center - First Floor Lighting Plan	B_E3.1	11/15/2007
Horizon Tech Center - First Floor Power Plan	B_E3.2	11/15/2007
Horizon Tech Center - Second Floor Lighting Plan	B_E4.1	11/15/2007
Horizon Tech Center - Second Floor Power Plan	B_E4.2	11/15/2007
Horizon Tech Center	B_E5.1	11/15/2007
Horizon Tech Center - Single Line Diagram and Panel Schedules	B_E6.1	11/15/2007
Horizon Tech Center - Detail Sheet	B_E7.1	11/15/2007
Horizon Tech Center - Detail Sheet #2	B_E7.2	11/15/2007
Horizon Tech Center - Title Sheet	C_T1.1	02/20/2008
Horizon Tech Center - Title 24 Energy Compliance	C_T1.2	02/20/2008
Horizon Tech Center - Fire Tested Assemblies and Penetrations	C_AC.1	02/20/2008
Horizon Tech Center - Architectural Site Plan	C_A1.1	02/20/2008
Horizon Tech Center - Site Plan Details	C_A1.2	02/20/2008
Horizon Tech Center - First Level Floor Plan	C_A2.1	02/20/2008
Horizon Tech Center - Second Level Floor Plan	C_A2.2	02/20/2008
Horizon Tech Center - Roof Plan	C_A2.3	02/20/2008
Horizon Tech Center - Enlarged Floor Plan	C_A2.4	02/20/2008
Horizon Tech Center - Exterior Elevations	C_A3.1	02/20/2008
Horizon Tech Center - Wall Sections	C_A4.1	02/20/2008
Horizon Tech Center - Stair and Elevator Sections	C_A4.2	02/20/2008
Horizon Tech Center - Details	C_A5.1	02/20/2008
Horizon Tech Center - Partition Schedule and Details	C_A6.1	02/20/2008
Horizon Tech Center - Door Schedule and Hardware Groups	C_A6.2	02/20/2008
Horizon Tech Center - Interior Elevations	C_A7.1	02/20/2008
Horizon Tech Center - Interior Details	C_A8.1	02/20/2008
Horizon Tech Center - Reflected Ceiling Plan	C_A9.1	02/20/2008
Horizon Tech Center - Enlarged Finish Plans	C_A10.1	02/20/2008
Horizon Tech Center - Title Sheet	C_S1	02/20/2008
Horizon Tech Center - Foundation Plan	C_S2	02/20/2008
Horizon Tech Center - Framing Plan Level 2	C_S3	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	C_S5.1	02/20/2008
Horizon Tech Center - Tilt-Up Panel Wall Elevations	C_S5.2	02/20/2008
Horizon Tech Center - Tilt-Up Wall Sections and Details	C_S5.3	02/20/2008

Horizon Tech Center - Sections and Details	C_S6	02/20/2008
Horizon Tech Center - Sections and Details	C_S7	02/20/2008
Horizon Tech Center - Sections and Details	C_S8	02/20/2008
Horizon Tech Center - Sections and Details	C_S9	02/20/2008
Horizon Tech Center - Sections and Details	C_S10	02/20/2008
Horizon Tech Center - Schedule, Notes, Legends, Details and T-24	C_M1.0c	01/02/2008
Horizon Tech Center - Site Plan and Equipment Pad Layout	C_M1.1c	01/02/2008
Horizon Tech Center - Mechanical HVAC 1st Floor Plan	C_M2.1c	01/02/2008
Horizon Tech Center - Mechanical HVAC 2nd Floor Plan	C_M2.2c	01/02/2008
Horizon Tech Center - Mechanical HVAC Roof Plan	C_M2.3c	01/02/2008
Horizon Tech Center - Specifications and Calculations	C_P1	11/15/2007
Horizon Tech Center - Site Plan	C_P2	11/15/2007
Horizon Tech Center - First Floor Plan	C_P3	11/15/2007
Horizon Tech Center - Second Floor Plan	C_P4	11/15/2007
Horizon Tech Center - Second Floor Plan	C_P4	11/15/2007
Horizon Tech Center - Roof Plan	C_P5	11/15/2007
Horizon Tech Center - Restroom Details	C_P6	11/15/2007
Horizon Tech Center	C_P7	11/15/2007
Horizon Tech Center - Note Sheet	C_E1.1	11/15/2007
Horizon Tech Center - Title 24	C_E1.2A	11/15/2007
Horizon Tech Center - Exterior Title 24	C_E1.2B	11/15/2007
Horizon Tech Center - Lighting Detail Sheet	C_E1.3	11/15/2007
Horizon Tech Center - Site Plan Utility	C_E2.1	11/15/2007
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Horizon Tech Center - First Floor Lighting Plan	C_E3.1	11/15/2007
Horizon Tech Center - First Floor Power Plan	C_E3.2	11/15/2007
Horizon Tech Center - Second Floor Lighting Plan	C_E4.1	11/15/2007
Horizon Tech Center - Second Floor Power Plan	C_E4.2	11/15/2007
Horizon Tech Center - Roof Plan	C_E5.1	11/15/2007
Horizon Tech Center - Single Line Diagram and Panel Schedules	C_E6.1	11/15/2007
Horizon Tech Center - Detail Sheet	C_E7.1	11/15/2007
Horizon Tech Center - Detail Sheet #2	C_E7.2	11/15/2007
Horizon Tech Center - Detail Sheet #3	C_E7.3	11/15/2007
First Floor - Building 'A'	A-1	06/02/2008
Second Floor - Building 'B'	A-2	06/02/2008
First Floor - Building 'B'	B-1	06/02/2008
Second Floor - Building 'B'	B-2	06/02/2008
First Floor - Building 'C'	C-1	06/02/2008
Second Floor - Building 'C'	C-2	06/02/2008

#### Field Bulletins

Date	Number	Name
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Opus Group Subcontract (Labor and Materials)

June 2005 Edition

**Supplemental Design Documents**

Description	Date
Special Conditions of Subcontract	04/25/2007
Supplemental General Conditions of Subcontract	04/25/2007
General Conditions of Subcontract	04/25/2007

**Other Documents**

Description	Number	Date	Last Revision Date
Lockheed Martin TI Timeplan 9.2.08.PDF		9/18/2008	9/18/2008
LockHeed Martin RFI # 3 - Response (072408).pdf		9/9/2008	9/9/2008
LockHeed Martin RFI # 2-Response (072408).pdf		9/9/2008	9/9/2008
LockHeed Martin RFI # 1-Response (72408).pdf		9/9/2008	9/9/2008
LockHeed Martin RFI # 4 - Response (090908).pdf		9/9/2008	9/9/2008

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

**Modifications and Clarifications**

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

- Subcontractor shall provide all doors, frames and hardware per architectural plans and specifications.
- Subcontractor shall provide all hardware to allow for future master keying. The keying schedule and keying of the building is not included in this contract.
- Subcontractor shall factory finish all wood doors used on the project.
- Subcontractor acknowledges that the Contractor is going for LEED Silver and will therefore provide all documentation and material to meet LEED requirements. More specifically, the subcontractor will meet the requirements of the Indoor Environmental Quality section with regard to credit 4.4.

This Subcontract excludes the following:

- General Building Permit.
- Performance Payment or Bond.
- Card readers, power supplies, transformers, conduit, wiring, j-boxes, and terminations.

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

N/A

**Schedule Notes**

- In accordance with requirements as described in the project schedule titled "Lockheed Martin Development Time Plan" with a run date of September 2, 2008 and as described in Contractor's periodic updates to the Project Schedule and Contractor's Superintendent's two and three week look ahead schedules.
- Completion of all Tenant Improvement Doors, Frames and Hardware work for second floor building B 11/07/08
- Completion of all Tenant Improvement Doors, Frames and Hardware work for first floor building B 11/14/08
- Completion of all Tenant Improvement Doors, Frames and Hardware work for second floor building A 11/21/08
- Completion of all Tenant Improvement Doors, Frames and Hardware work for first floor building A 11/28/08
- Completion of all Tenant Improvement Doors, Frames and Hardware work for second floor building C 12/05/08
- Completion of all Tenant Improvement Doors, Frames and Hardware work for first floor building C 12/12/08
- Subcontractor shall make best efforts to accelerate the schedule.

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

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**Subcontract Recap**

Sub-Job Number	Sub-Job Name	Name	Rate
11152.00	Lockheed Martin TI	Building A	\$109,148.00
11152.00	Lockheed Martin TI	Building B	\$126,734.00
11152.00	Lockheed Martin TI	Building C	\$119,458.00
Total			\$ 355,340.00

**Subcontract Sum Breakdown**

Name	Account Code	Amount
Doors/Frames/Hdwe - Subcontract	11152.00-FIO-08100.00-S	\$355,340.00
Total		\$355,340.00

**4. Unit Pricing.**

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

The following unit prices shall be in effect until :

**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 until :

**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 McBride Door & Hardware, Inc. dated 10/08/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

**Section 1. Licensing.**

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

**Section 2. Change Orders.**

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

**Section 3. Title to Work.**

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

**Section 4. Indemnification**

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

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

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

**Section 5. Waiver.**

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

**Section 6. SWPPP.**

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

**Section 7. California License Law.**

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION



Lockheed Martin TI / 11152.00

Doors, Frames & Hardware

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

Contractor's California License No.

509591

Subcontractor's California License No.

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 McBride Door & Hardware, Inc. dated 10/08/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

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

## (a) Workers' Compensation

## Statutory Limits

Employer's Liability, including "Stop Gap" coverage and USL&H if applicable	\$1,000,000 each accident \$1,000,000 disease-policy limit \$1,000,000 disease-each employee
Commercial General Liability (Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors)	\$5,000,000 each occurrence \$5,000,000 products/completed operations aggregate \$5,000,000 general aggregate minimum \$2,000,000 per project)
Commercial General Liability (All Other Subcontractors)	\$2,000,000 each occurrence \$2,000,000 products/completed operations aggregate \$2,000,000 general aggregate (per project)
Commercial Automobile Liability	\$1,000,000 any one accident or loss
Professional Liability (to the extent required of Subcontractor under the Subcontract Documents)	\$1,000,000 each claim \$1,000,000 annual aggregate

- (b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis.

The Commercial Automobile Liability insurance required under Paragraph 1(a) will include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.

- (c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy will be on ISO Form 20 10 07 04 and 20 37 07 04 or their equivalent and will include coverage for ongoing and completed operations.
- (e) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice by certified mail to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".
- (g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.
- (h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

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



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

2089  
RECEIVED

NOV 03 2008

OPUS WEST-IRVINE

Change Order Date: 10/10/2008

Change Order #: 1

To Subcontract Agreement dated: 10/08/2008

TO: McBride Door & Hardware, Inc.  
2067 Wineridge Place Ste C  
Escondido, CA 92029

PROJECT: Lockheed Martin TI  
10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131

Doors, Frames & Hardware

CON-11152.00-12

08100

CHANGE DETAILS

Item	Description	Amount
1	Cost increase due to revision in Building B lobby. Doors 100 B & C went from pair to single and another single door was added. Two of the three single doors have sidelights.	\$2,375.00
		<hr/> \$2,375.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
11152.00-F10-08100.00-S	\$355,340.00	\$2,375.00	\$357,715.00
	<hr/> \$355,340.00	<hr/> \$2,375.00	<hr/> \$357,715.00

Original Contract Amount.....	\$355,340.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$2,375.00
Contract Amount to Date.....	\$357,715.00

ACKNOWLEDGEMENT

Please sign and return all original copies

McBride Door & Hardware, Inc.

OPUS West Construction Corporation

Rick McBride

10.30.08

Printed Name

Date

Andrew Ranallo

Printed Name

11/3/08

Date

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



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

2889  
RECEIVED

NOV 25 2008

OPUS WEST-IRVINE

Change Order Date: 10/31/2008

Change Order #: 2

To Subcontract Agreement dated: 10/08/2008

TO: McBride Door & Hardware, Inc.  
2067 Wineridge Place Ste C  
Escondido, CA 92029

PROJECT: Lockheed Martin TI  
10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131

Doors, Frames & Hardware

CON-11152.00-12

08100

CHANGE DETAILS

Item	Description	Amount
1	Cost to change out existing core and shell locksets to match TI cylinders, revise locksets from "L" series to "ND" series schlage, omit electric locks and hinges, expedite Building B frames, and field bulletin 2 & 3 changes.	\$(9,659.00)
		<hr/> \$(9,659.00)

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
11152.00-F10-08100.00-S	\$357,715.00	\$(9,659.00)	\$348,056.00
	\$357,715.00	\$(9,659.00)	\$348,056.00
Original Contract Amount.....			\$355,340.00
Previously Approved Change Orders.....			\$2,375.00
Amount this Change Order.....			\$(9,659.00)
Contract Amount to Date.....			\$348,056.00

ACKNOWLEDGEMENT

Please sign and return all original copies

McBride Door & Hardware, Inc.

OPUS West Construction Corporation

Printed Name

Date

Printed Name

Date

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

2889

RECEIVED



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

JAN 08 2009

OPUS WEST-IRVINE

Change Order Date: 12/25/2008

Change Order #: 3

To Subcontract Agreement dated: 10/08/2008

Doors, Frames &amp; Hardware

CON-11152.00-12

08100

TO: McBride Door & Hardware, Inc.  
2067 Wineridge Place Ste C  
Escondido, CA 92029

PROJECT: Lockheed Martin TI  
10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131

## CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide all labor, material, equipment and supervision to complete the additional Work to add Electric Room doors and revise swing at door #A126. Please refer to Subcontractor change order request number 8 dated, 11/25/08 for cost breakdown.	\$5,106.00
		<u>\$5,106.00</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
11152.00-F10-08100.00-S	\$348,056.00	\$5,106.00	\$353,162.00
	\$348,056.00	\$5,106.00	\$353,162.00
Original Contract Amount.....			\$355,340.00
Previously Approved Change Orders.....			\$(7,284.00)
Amount this Change Order.....			\$5,106.00
Contract Amount to Date.....			\$353,162.00

## ACKNOWLEDGEMENT

Please sign and return all original copies

McBride Door &amp; Hardware, Inc.

OPUS West Construction Corporation

Rick McBride  
Printed Name

Date

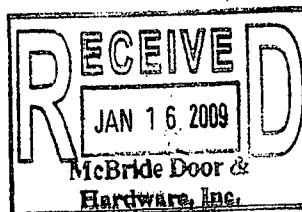
12.9.08

Andrew Ranallo  
Printed Name

Date

1/12/09

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



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FEB 23 2009



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

OPUS WEST-IRVINE

Change Order Date: 02/05/2009

Change Order #: 4

To Subcontract Agreement dated: 10/08/2008

TO: McBride Door & Hardware, Inc.  
2067 Wineridge Place Ste C  
Escondido, CA 92029

PROJECT: Lockheed Martin T1  
10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131

Doors, Frames & Hardware

CON-11152.00-12

08100

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide additional doors per Kitchen Design Drawings.	\$7,529.00
		<u>\$7,529.00</u>

SCHEDULE

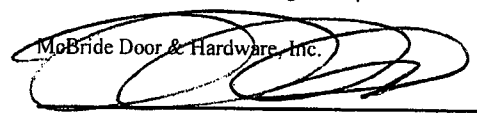
Completion date of original contract will not be adjusted, unless noted herein.

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
11152.00-F10-08100.00-S	\$353,162.00	\$7,529.00	\$360,691.00
	<u>\$353,162.00</u>	<u>\$7,529.00</u>	<u>\$360,691.00</u>
Original Contract Amount.....			\$355,340.00
Previously Approved Change Orders.....			\$(2,178.00)
Amount this Change Order.....			\$7,529.00
Contract Amount to Date.....			<u>\$360,691.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

  
McBride Door & Hardware, Inc.

OPUS West Construction Corporation



Rick McBride      2/13/09  
Printed Name      Date

Andrew Ranallo      2/23/09  
Printed Name      Date

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





RECEIVED 2889



OPUS West Construction Corporation

FEB 23 2009

SUBCONTRACT CHANGE ORDER OPUS WEST-IRVINE

Change Order Date: 02/05/2009

Change Order #: 5

Doors, Frames &amp; Hardware

CON-11152.00-12

To Subcontract Agreement dated: 10/08/2008

08100

TO: McBride Door &amp; Hardware, Inc.

2067 Wineridge Place Ste C  
Escondido, CA 92029

PROJECT: Lockheed Martin T1

10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131

13811 Danielson St.  
Poway, CA 92064

## CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide sound seals at all IDF rooms	\$1,415.00
		<u>\$1,415.00</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
11152.00-F10-08100.00-S	\$360,691.00	\$1,415.00	\$362,106.00
	<u>\$360,691.00</u>	<u>\$1,415.00</u>	<u>\$362,106.00</u>

Original Contract Amount.....	\$355,340.00
Previously Approved Change Orders.....	\$5,351.00
Amount this Change Order.....	\$1,415.00
Contract Amount to Date.....	<u>\$362,106.00</u>

## ACKNOWLEDGEMENT

Please sign and return all original copies

McBride Door &amp; Hardware, Inc.

OPUS West Construction Corporation

Rick McBride

2-12-09

Printed Name

Date

Andrew Ranallo

2/23/09

Printed Name

Date

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





2009



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

MAR 12 2009

Change Order Date: 03/02/2009

Change Order #: 6

To Subcontract Agreement dated: 10/08/2008

Doors, Frames & Hardware

CON-11152.00-12

08100

TO: McBride Door & Hardware, Inc.  
13811 Danielson St.  
Poway, CA 92064

PROJECT: Lockheed Martin TI  
10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide passage sets at egress stair doors in lieu of locksets at all buildings per tenant request.	\$2,271.00
		\$2,271.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
11152.00-F10-08100.00-S	\$362,106.00	\$2,271.00	\$364,377.00
	\$362,106.00	\$2,271.00	\$364,377.00
Original Contract Amount.....			\$355,340.00
Previously Approved Change Orders.....			\$6,766.00
Amount this Change Order.....			\$2,271.00
Contract Amount to Date.....			\$364,377.00

ACKNOWLEDGEMENT

Please sign and return all original copies

McBride Door & Hardware, Inc.

OPUS West Construction Corporation

Rick McBride

Printed Name

3/9/09

Date

AR

Andrew Ranallo

Printed Name

3/12/09

Date

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

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



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RECEIVED 2889

APR 16 2009



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Change Order Date: 03/25/2009  
Change Order #: 7  
To Subcontract Agreement dated: 10/08/2008  
TO: McBride Door & Hardware, Inc.  
2067 Wineridge Place Ste C  
Escondido, CA 92029  
PROJECT: Lockheed Martin TI  
10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131  
Doors, Frames & Hardware  
CON-11152.00-12  
08100

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide 10 kickplates at Building A	\$560.00
		\$560.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
11152.00-F10-08100.00-S	\$364,377.00	\$560.00	\$364,937.00
	\$364,377.00	\$560.00	\$364,937.00
Original Contract Amount.....			\$355,340.00
Previously Approved Change Orders.....			\$9,037.00
Amount this Change Order.....			\$560.00
Contract Amount to Date.....			\$364,937.00

ACKNOWLEDGEMENT

Please sign and return all original copies

McBride Door & Hardware, Inc.

OPUS West Construction Corporation

Rick McBride  
Printed Name

4/1/09  
Date

Andrew Ranallo  
Printed Name

4/17/09  
Date

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

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



*AR*

2889



OPUS West Construction Corporation  
SUBCONTRACT CHANGE ORDER

Received  
APR 14 2009

Change Order Date: 03/31/2009

Change Order #: 8

To Subcontract Agreement dated: 10/08/2008

Doors, Frames & Hardware

CON-11152.00-12

08100

TO: McBride Door & Hardware, Inc.

~~2067 Wineridge Place Ste C~~  
~~Escondido, CA 92029~~

13811 Danielson Street  
Poway, CA 92064

PROJECT: Lockheed Martin TI

10301, 10325, 10343 Meanley Drive  
San Diego, CA 92131

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide hardware modifications as directed by site superintendent.	\$423.00
		\$423.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
11152.00-F10-08100.00-S	\$364,937.00	\$423.00	\$365,360.00
	\$364,937.00	\$423.00	\$365,360.00
Original Contract Amount.....			\$355,340.00
Previously Approved Change Orders.....			\$9,597.00
Amount this Change Order.....			\$423.00
Contract Amount to Date.....			\$365,360.00

ACKNOWLEDGEMENT

Please sign and return all original copies

McBride Door & Hardware, Inc.

OPUS West Construction Corporation

Rick McBride  
Printed Name

4/10/09  
Date

Andrew Ranallo  
Printed Name

4/20/09  
Date

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

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



OK

**SUBCONTRACT APPLICATION FOR I      MENT**

Project Name : Lockheed Martin TI  
Subcontractor : McBride Door & Hardware, Inc.  
Supplier # : 1082549  
Address : 13811 Danielson Street  
Poway, CA 92064  
Phone : 858.842.4480  
Remittance Address : OPUS West Construction Corporation  
Attn : Accounts Payable  
2020 Main Street, Suite 800  
Irvine, CA 92614

Project Number : 11152  
Date of Application : 11/18/2008  
Application Number : 2889-1  
Period From : 11/1/2008 Period To: 11/30/2008

**CONTRACT INFORMATION**

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$355,340.00
OPUS APPROVED CHANGE ORDER # 1 THRU # <u>2</u>		-\$7,284.00
CONTRACT AMOUNT TO DATE TOTAL		\$348,056.00

**APPLICATION INFORMATION**

A Total Completed & Stored to Date \$ 208,840.00  
B Less Retainage 10 % \$ 20,884.00  
C Total Earned Less Retainage (A - B) \$ 187,956.00  
D Less Previous Billings (previous req's line C) \$ .00  
E Current Payment Due (C - D) \$ 187,956.00  
F Balance to Finish, Plus Retainage (H - A + B) \$ 160,100.00  
G Current Gross Amount Completed This Period \$ 208,840.00

SUBCONTRACTOR :

McBride Door & Hardware, Inc.

Supplier #: 1082549

BY :

Curtis B  
11/18/2008

DATE :

**APPLICATION BREAKDOWN**

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A / H		G - K
11152.00-F10-08100.00-S	Doors/Frames/Hdwe - Subcontract	\$348,056.00	\$0.00	\$208,840.00	\$208,840.00	60.00%	\$20,884.00	\$187,956.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	<b>TOTAL</b>	\$348,056.00	\$0.00	\$208,840.00	\$208,840.00	60.00%	\$20,884.00	\$187,956.00
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv	Date	G/L Exp
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# CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[California Civil Code § 3262(d) (1)]

This form complies with professional standards in effect January 1-December 31, 2008

Upon receipt by the undersigned of a check from Opus West Construction Corporation  
(Your Customer)

in the sum of \$187,956.00 payable to McBride Door & Hardware, Inc.  
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any Mechanic's Lien, Stop Notice, or Bond right the undersigned has on the job of Sequoia Realty Limited Partnership

(Owner)  
located at Lockheed Martin TI Job #11152, 10301, 10325 & 10343 Meanley Drive, San Diego, CA 92131  
(Job description)

This release covers a progress payment of the undersigned for all labor, services, equipment and/or material furnished to Opus West Construction Corporation through 11/30/2008 only  
(Your Customer) (Date)

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

Dated: November 18, 2008

McBride Door & Hardware, Inc.

(Company Name)

Cathy Brannon

(Signature)

Cathy Brannon, Office Manager

(Name/Title)

**Note:** This form complies with the requirements of Civil Code Section 3252(d)(1). It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

Notes:

**SUBCONTRACT APPLICATION FOR PAYMENT**

Project Name : Lockheed Martin TI  
Subcontractor : McBride Door & Hardware, Inc.  
Supplier # : 1082549  
Address : 13811 Danielson Street  
Poway, CA 92064  
Phone : 858.842.4480  
Remittance Address : OPUS West Construction Corporation

Project Number : 11152  
Date of Application : 12/15/2008  
Application Number : 2889-2  
Period From : 12/1/2008 Period To : 12/31/2008

Attn : Accounts Payable  
2020 Main Street, Suite 800  
Irvine, CA 92614

**CONTRACT INFORMATION**

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$355,340.00
OPUS APPROVED CHANGE ORDER # 1 THRU # 3		-\$2,178.00
CONTRACT AMOUNT TO DATE TOTAL		\$353,162.00

**APPLICATION INFORMATION**

A Total Completed & Stored to Date \$ 317,845.00  
B Less Retainage 10 % \$ 31,784.50  
C Total Earned Less Retainage (A - B) \$ 286,060.50  
D Less Previous Billings (previous req's line C) \$ 187,956.00  
E Current Payment Due (C - D) \$ 98,104.50  
F Balance to Finish, Plus Retainage (H - A + B) \$ 67,101.50  
G Current Gross Amount Completed This Period \$ 109,005.00

SUBCONTRACTOR :

McBride Door & Hardware, Inc.

Supplier #: 1082549

BY :

Cathy B

DATE :

12/15/2008

**APPLICATION BREAKDOWN**

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A / H		G - K
11152.00-F10-08100.00-S	Doors/Frames/Hdwe - Subcontract	\$353,162.00	\$208,840.00	\$109,005.00	\$317,845.00	90.00%	\$10,900.50	\$98,104.50
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	<b>TOTAL</b>	\$353,162.00	\$208,840.00	\$109,005.00	\$317,845.00	90.00%	\$10,900.50	\$98,104.50
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv	Date	G/L Exp
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# CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[California Civil Code § 3262(d) (1)]

This form complies with professional standards in effect January 1-December 31, 2008

Upon receipt by the undersigned of a check from Opus West Construction Corporation  
(Your Customer)  
in the sum of \$98,104.50 payable to McBride Door & Hardware, Inc.  
(Amount of Check) (Payee or Payees of Check)  
and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any Mechanic's Lien, Stop Notice, or Bond right the undersigned has on the job of Sequoia Realty LP  
(Owner)  
located at Lockheed Martin TI #11152, 10301, 10325 and 10343 Meanley Drive, San Diego, CA 92131  
(Job description)

This release covers a progress payment of the undersigned for all labor, services, equipment and/or material furnished to Opus West Construction Corporation through 12/31/2008 only  
(Your Customer) (Date)

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

Dated: December 15, 2008

McBride Door & Hardware, Inc.

(Company Name)

Cathy B

(Signature)

Cathy Brannon, Office Manager

(Name/Title)

**Note:** This form complies with the requirements of Civil Code Section 3252(d)(1). It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

**Notes:**

# SUBCONTRACT APPLICATION FOR PAYMENT

**Project Name :** Lockheed Martin TI  
**Subcontractor :** McBride Door & Hardware, Inc.  
**Supplier # :** 1082549  
**Address :** 13811 Danielson Street  
Poway, CA 92064  
**Phone :** 858.842.4480  
**Remittance Address :** OPUS West Construction Corporation  
Attn : Accounts Payable  
2020 Main Street, Suite 800  
Irvine, CA 92614

**Project Number :** 11152  
**Date of Application :** 1/19/2009  
**Application Number :** 2889-3  
**Period From :** 1/1/2009 **Period To:** 1/31/2009

## CONTRACT INFORMATION

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$355,340.00
OPUS APPROVED CHANGE ORDER # 1 THRU # 3		-\$2,178.00
CONTRACT AMOUNT TO DATE TOTAL		\$353,162.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date	\$ 353,162.00	
B Less Retainage <u>10 %</u>	\$ 35,316.20	
C Total Earned Less Retainage (A - B)		\$ 317,845.80
D Less Previous Billings (previous req's line C)	\$ 286,060.50	
E Current Payment Due (C - D)		\$ 31,785.30
F Balance to Finish, Plus Retainage (H - A + B)	\$ 35,316.20	
G Current Gross Amount Completed This Period	\$ 35,317.00	

**SUBCONTRACTOR :**

McBride Door & Hardware, Inc.

**Supplier #:** 1082549

**BY :**

Cathy B

**DATE :**

1/19/2009

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete I + G	Percent Complete A / H	Retainage This Application	Net Payment G - K
11152.00-F10-08100.00-S	Doors/Frames/Hdwe - Subcontract	\$353,162.00	\$317,845.00	\$35,317.00	\$353,162.00	100.00%	\$3,531.70	\$31,785.30
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	<b>TOTAL</b>	\$353,162.00	\$317,845.00	\$35,317.00	\$353,162.00	100.00%	\$3,531.70	\$31,785.30
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Order ID:	Vendor ID:	Date:	C/L Exp:
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# CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[California Civil Code § 3262(d) (1)]

This form complies with professional standards in effect January 1-December 31, 2009

Upon receipt by the undersigned of a check from Opus West Construction Corporation  
(Your Customer)  
in the sum of \$31,785.30 payable to McBride Door & Hardware, Inc.  
(Amount of Check) (Payee or Payees of Check)  
and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any Mechanic's Lien, Stop Notice, or Bond right the undersigned has on the job of Sequoia Realty LP  
(Owner)  
located at Lockheed Martin - Job #11152, 10301, 10325 and 10343 Meanley Drive, San Diego, CA 92131  
(Job Description)

This release covers a progress payment of the undersigned for all labor, services, equipment and/or material furnished to Ocean West Construction Corporation through 1/31/09 only  
(Your Customer) (Date)

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

Dated: January 19, 2009

McBride Door & Hardware, Inc.  
(Company Name)  
x Cathy Brannon  
(Signature)  
Cathy Brannon, Office Manager  
(Name/Title)

**Note:** This form complies with the requirements of Civil Code Section 3252(d)(1). It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

Notes:

**SUBCONTRACT APPLICATION FOR PAYMENT**

Project Name : Lockheed Martin TI  
Subcontractor : McBride Door & Hardware, Inc.  
Supplier # : 1082549  
Address : 13811 Danielson Street  
Poway, CA 92064  
Phone : 858.842.4480  
Remittance Address : OPUS West Construction Corporation  
Attn : Accounts Payable  
2020 Main Street, Suite 800  
Irvine, CA 92614

Project Number : 11152  
Date of Application : 2/18/2009  
Application Number : 2889-4  
Period From : 2/1/2009 Period To: 2/28/2009

**CONTRACT INFORMATION**

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$355,340.00
OPUS APPROVED CHANGE ORDER # 1 THRU # <u>5</u>		\$6,766.00
CONTRACT AMOUNT TO DATE TOTAL		\$362,106.00

**APPLICATION INFORMATION**

A Total Completed & Stored to Date \$ 354,577.00  
B Less Retainage 10 % \$ 35,457.70  
C Total Earned Less Retainage (A - B) \$ 319,119.30  
D Less Previous Billings (previous req's line C) \$ 317,845.80  
E Current Payment Due (C - D) \$ 1,273.50  
F Balance to Finish, Plus Retainage (H - A + B) \$ 42,986.70  
G Current Gross Amount Completed This Period \$ 1,415.00

SUBCONTRACTOR :

McBride Door & Hardware, Inc.

Supplier #: 1082549

BY :

Curtis B

DATE :

2/18/2009

**APPLICATION BREAKDOWN**

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A / H		G - K
11152.00-F10-08100.00-S	Doors/Frames/Hdwe - Subcontract	\$362,106.00	\$353,162.00	\$1,415.00	\$354,577.00	97.92%	\$141.50	\$1,273.50
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	<b>TOTAL</b>	\$362,106.00	\$353,162.00	\$1,415.00	\$354,577.00	97.92%	\$141.50	\$1,273.50
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Name	Date	G/L Exp

# CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[California Civil Code § 3262(d) (1)]

This form complies with professional standards in effect January 1-December 31, 2009

Upon receipt by the undersigned of a check from Opus West Construction Corporation  
(Your Customer)  
in the sum of \$1,273.50 payable to McBride Door & Hardware, Inc.  
(Amount of Check) (Payee or Payees of Check)  
and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any Mechanic's Lien, Stop Notice, or Bond right the undersigned has on the job of Sequoia Realty Limited Partnership  
(Owner)  
located at Lockheed Martin - Job #11152, 10301, 10325 and 10343 Meanley Drive, San Diego, CA 92131  
(Job Description)

This release covers a progress payment of the undersigned for all labor, services, equipment and/or material furnished to Opus West Construction Corporation through 2/28/09 only  
(Your Customer) (Date)

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

Dated: February 18, 2009

McBride Door & Hardware, Inc.  
(Company Name)  
x Cathy Brannon  
(Signature)  
Cathy Brannon, Office Manager  
(Name/Title)

**Note:** This form complies with the requirements of Civil Code Section 3252(d)(1). It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

Notes:

# SUBCONTRACT APPLICATION FOR PAYMENT

Project Name : Lockheed Martin TI  
Subcontractor : McBride Door & Hardware, Inc.  
Supplier # : 1082549  
Address : 13811 Danielson Street  
Poway, CA 92064  
Phone : 858.842.4480

Project Number : 11152  
Date of Application : 3/18/2009  
Application Number : 2889-5  
Period From : 3/1/2009 Period To: 3/31/2009

Remittance Address : OPUS West Construction Corporation  
Attn : Accounts Payable  
2020 Main Street, Suite 800  
Irvine, CA 92614

## CONTRACT INFORMATION

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$355,340.00
OPUS APPROVED CHANGE ORDER # 1 THRU # <u>6</u>		\$9,037.00
CONTRACT AMOUNT TO DATE TOTAL		\$364,377.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 364,377.00  
B Less Retainage 10 % \$ 36,437.70  
C Total Earned Less Retainage (A - B) \$ 327,939.30  
D Less Previous Billings (previous req's line C) \$ 319,119.30  
E Current Payment Due (C - D) \$ 8,820.00  
F Balance to Finish, Plus Retainage (H - A + B) \$ 36,437.70  
G Current Gross Amount Completed This Period \$ 9,800.00

SUBCONTRACTOR :

McBride Door & Hardware, Inc.

Supplier #: 1082549

BY :

Cathy B

DATE :

3/18/2009

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A / H		G - K
11152.00-F10-08100.00-S	Doors/Frames/Hdwe - Subcontract	\$364,377.00	\$354,577.00	\$9,800.00	\$364,377.00	100.00%	\$980.00	\$8,820.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	TOTAL	\$364,377.00	\$354,577.00	\$9,800.00	\$364,377.00	100.00%	\$980.00	\$8,820.00
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv	Date	G/L Exp
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# CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[California Civil Code § 3262(d) (1)]

This form complies with professional standards in effect January 1-December 31, 2009

Upon receipt by the undersigned of a check from Opus West Construction Corporation  
(Your Customer)

in the sum of \$8,820.00 payable to McBride Door & Hardware, Inc.  
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any Mechanic's Lien, Stop Notice, or Bond right the undersigned has on the job of Sequoia Realty LP  
(Owner)

located at Lockheed Martin TI - Job #11152, 10301, 10325 & 10343 Meanley Drive, San Diego, CA 92131  
(Job Description)

This release covers a progress payment of the undersigned for all labor, services, equipment and/or material furnished to Opus West Construction Corporation through 3/31/09 only  
(Your Customer) (Date)

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

Dated: March 18, 2009

McBride Door & Hardware, Inc.

(Company Name)

x

Cathy B

(Signature)

Cathy Brannon, Office Manager

(Name/Title)

**Note:** This form complies with the requirements of Civil Code Section 3252(d)(1). It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

Notes:

# SUBCONTRACT APPLICATION FOR PAYMENT

**Project Name :** Lockheed Martin TI  
**Subcontractor :** McBride Door & Hardware, Inc.  
**Supplier # :** 1082549  
**Address :** 13811 Danielson Street  
Poway, CA 92064  
**Phone :** 858.842.4480  
**Remittance Address :** OPUS West Construction Corporation  
Attn : Accounts Payable  
2020 Main Street, Suite 800  
Irvine, CA 92614

**Project Number :** 11152  
**Date of Application :** 4/20/2009  
**Application Number :** 2889-6  
**Period From :** 4/1/2009 **Period To:** 4/30/2009

## CONTRACT INFORMATION

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$355,340.00
OPUS APPROVED CHANGE ORDER # 1 THRU # 6		\$10,020.00
CONTRACT AMOUNT TO DATE TOTAL		\$365,360.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date	\$ 365,360.00	
B Less Retainage <u>10 %</u>	\$ 36,536.00	
C Total Earned Less Retainage (A - B)		\$ 328,824.00
D Less Previous Billings (previous req's line C)	\$ 327,939.30	
E Current Payment Due (C - D)		\$ 884.70
F Balance to Finish, Plus Retainage (H - A + B)	\$ 36,536.00	
G Current Gross Amount Completed This Period	\$ 983.00	

**SUBCONTRACTOR :**

McBride Door & Hardware, Inc.

**Supplier #:** 1082549

**BY :**

Cutting B

**DATE :**

4/20/2009

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A / H		G - K
11152.00-F10-08100.00-S	Doors/Frames/Hdwe - Subcontract	\$365,360.00	\$364,377.00	\$983.00	\$365,360.00	100.00%	\$98.30	\$884.70
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	<b>TOTAL</b>	\$365,360.00	\$364,377.00	\$983.00	\$365,360.00	100.00%	\$98.30	\$884.70
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv	Date	G/L Exp
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# CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

[California Civil Code § 3262(d) (1)]

This form complies with professional standards in effect January 1-December 31, 2009

Upon receipt by the undersigned of a check from Opus West Construction Corporation  
(Your Customer)  
in the sum of \$884.70 payable to McBride Door & Hardware, Inc.  
(Amount of Check) (Payee or Payees of Check)  
and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any Mechanic's Lien, Stop Notice, or Bond right the undersigned has on the job of Sequoia Realty, LP  
(Owner)  
located at Lockheed Martin TI - Job #11152, 10301, 10325 & 10343 Meanley Drive, San Diego, CA 92131  
(Job Description)

This release covers a progress payment of the undersigned for all labor, services, equipment and/or material furnished to Opus West Construction Corporation through 4/30/09 only  
(Your Customer) (Date)

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

Dated: April 20, 2009

McBride Door & Hardware, Inc.  
(Company Name)  
X Cathy Brannon  
(Signature)  
Cathy Brannon, Office Manager  
(Name/Title)

**Note:** This form complies with the requirements of Civil Code Section 3252(d)(1). It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

Notes:

**SUBCONTRACT APPLICATION FOR PAYMENT**

Project Name : Lockheed Martin TI  
Subcontractor : McBride Door & Hardware, Inc.  
Supplier # : 1082549  
Address : 13811 Danielson Street  
Poway, CA 92064  
Phone : 858.842.4480  
Remittance Address : OPUS West Construction Corporation  
Attn : Accounts Payable  
2020 Main Street, Suite 800  
Irvine, CA 92614

Project Number : 11152  
Date of Application : 5/19/2009  
Application Number : 2889-7  
Period From : 5/1/2009 Period To: 5/31/2009

**CONTRACT INFORMATION**

ITEM	SALES TAX(\$ (if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$355,340.00
OPUS APPROVED CHANGE ORDER # 1 THRU # <u>6</u>		\$10,020.00
CONTRACT AMOUNT TO DATE TOTAL		\$365,360.00

**APPLICATION INFORMATION**

A Total Completed & Stored to Date \$ 365,360.00  
B Less Retainage 10 % \$ .00  
C Total Earned Less Retainage (A - B) \$ 365,360.00  
D Less Previous Billings (previous req's line C) \$ 328,824.00  
E Current Payment Due (C - D) \$ 36,536.00  
F Balance to Finish, Plus Retainage (H - A + B) \$ .00  
G Current Gross Amount Completed This Period \$ .00

SUBCONTRACTOR :

McBride Door & Hardware, Inc.

Supplier #: 1082549

BY :

Cathleen B.

DATE :

5/19/2009

**APPLICATION BREAKDOWN**

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A / H		G - K
11152.00-F10-08100.00-S	Doors/Frames/Hdwe - Subcontract	\$365,360.00	\$365,360.00	\$0.00	\$365,360.00	100.00%	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	<b>TOTAL</b>	\$365,360.00	\$365,360.00	\$0.00	\$365,360.00	100.00%	\$0.00	\$0.00
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv	Date	G/L Exp
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# CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

[California Civil Code § 3262(d) (3)]

This form complies with professional standards in effect January 1-December 31, 2009

Upon receipt by the undersigned of a check from Opus West Construction Corporation  
(Your Customer)  
in the sum of \$36,536.00 payable to McBride Door & Hardware, Inc.  
(Amount of Check) (Payee or Payees of Check)  
and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any Mechanic's Lien, Stop Notice, or Bond right the undersigned has for the job of Sequoia Realty, LP  
(Owner)  
located at Lockheed Martin TI - Job #11152, 10301, 10325 & 10343 Meanley Drive, San Diego, CA 92131  
(Job Description)

This release covers the final payment of the undersigned for all labor, services, equipment and/or material furnished on the job, except for disputed claims for additional work in the amount of \$ 0.  
Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: May 19, 2009

McBride Door & Hardware, Inc.  
(Company Name)  
x Cathryn B.  
(Signature)  
Cathryn Brannon, Office Manager  
(Name/Title)

**Note:** This release is in accordance with the California Civil Code Section 3252(d)(3). It is not effective until the check that constitutes final payment has been, properly endorsed, and has cleared the bank.

Notes: