

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

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

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

Court, Name of Debtor, and Case Number:

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

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

4. Secured Claim:

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

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

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

6. Credits:

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

7. Documents:

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

Date and Signature:

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

DEFINITIONS

Debtor

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

Creditor

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

Claim

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

Proof of Claim

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

Secured Claim Under 11 U.S.C. §506(a)

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

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

Unsecured Claim

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

Claim Entitled to Priority Under 11 U.S.C. §507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

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

Evidence of Perfection

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

INFORMATION

Acknowledgment of Filing of Claim

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

Offers to Purchase a Claim

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

CAPITOL BUILDERS HARDWARE, INC.

1. Project: Rocklin Corporate Center, Building A, ORC Worldwide, Inc. and Spec Suite TI's (Secured Claim)

Total Subcontract Amount: \$19,375.00

Payments To Date: .00

Balance Due: \$19,375.00

Supporting documents are attached as Exhibit B.

2. Project: HGA Expansion TI (Unsecured Claim)

Original Subcontract Amount: \$10,090.00

Change Order: \$765.00

Adjusted Subcontract Amount: \$10,855.00

Payments to Date: \$9,081.00

Balance Due: \$1,774.00

Supporting documents are attached as Exhibit C.

3. Project: LFR Tenant Improvement (Unsecured Claim)

Original Subcontract Amount: \$8,525.00

Change Orders: \$8,731.85

Adjusted Subcontract Amount: \$17,256.85

Payments to Date: \$15,224.50

Balance Due on Subcontract: \$2,132.35

Supporting documents are attached as Exhibit D.

EXHIBIT A



Rocklin Corporate Plaza TIs - ORC Worldwide & Spec Suite / 11357.00
0810000 / 0810000 (Doors, Frames & Hardware)
Capitol Builders Hardware Inc / Kirk Karacozoff
Contact Phone: 916.451.2821 / Contact Fax: 916.451.7882
Payment Terms: Standard
Retainage: 10%

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 02nd day of February, 2009, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 180 Promenade Circle, Suite 115, Sacramento, CA 95834, and Capitol Builders Hardware Inc ("Subcontractor") with its office located at 4699 24th Street, Sacramento, CA 95814.

Contractor and Subcontractor agree as follows:

1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A."
2. Project. Contractor is providing construction-related materials and services, as applicable, to Owner (defined below) in connection with the project generally described as Rocklin Corporate Plaza TIs - ORC Worldwide & Spec Suite ("Project"), located at 6020 West Oaks Blvd. Suites 285 & 295, Rocklin CA, CA 95675 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is ORE California VII Rocklin, L.P. ("Owner").
4. Architect/Engineer. The Architect(s)/Engineer(s) of record for the Project are:
Architect: LPA of Sacramento, Inc.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Contract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager or superintendent, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 19,375.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A."
8. Riders. The following Riders are attached to and made a part of this Subcontract:
 - 8.1 Rider A (Scope of Work)
 - 8.2 Rider B (Indemnification)
 - 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager _____

Steve Vannatta

CONTRACTOR

Opus West Construction Corporation

By: _____

Jeffrey B. Smith
(Print Name)

Vice President of Construction
(Title)

(Date)

SUBCONTRACTOR

Capitol Builders Hardware Inc

By: _____

Kirk Karacozoff
(Print Name)

VP
(Title)

02/09/09
(Date)

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Capitol Builders Hardware Inc dated 02/02/2009. All capitalized terms used, but not defined in this Rider A, have the meaning ascribed to them in the Subcontract.

1. Work/Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all 0810000 (Doors, Frames & Hardware) work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

Description	Number	Date
This Subcontract Agreement		02/02/2009
Project Drawings		
General Information Area of Work	A0.01	01/12/2009
First Floor Exiting Plan Second Floor Exiting Plan	A0.02	01/12/2009
Floor Plan	A2.10	01/12/2009
Finish Floor Plan	A2.41	01/12/2009
Reflected Ceiling Plan	A6.10	01/12/2009
Wall Details	A9.10	01/12/2009
Ceiling Details	A9.20	01/12/2009
Interior Details	A9.30	01/12/2009
Door Details Window Details	A9.40	01/12/2009
Schedules, Notes, Legends, Index, and Details	M1.1	01/21/2009
Partial Second Floor Mechanical Plan	M2.1	01/21/2009
Schedules, Notes, Legends, Index, and Details	P1.1	01/21/2009
Partial Second Floor Plumbing Plan	P2.1	01/21/2009
Symbol, Light Fixture Schedule and Details	E-1	01/23/2009
Floor Plan-Lighting/Power & Signal	E-2	01/23/2009
Electrical Title 24/Lighting Control Diagram	E-3	01/23/2009
Rocklin Corporate Plaza 2nd Floor - Fire Sprinkler Plan	FPI	01/20/2009
Other Documents		
Opus West Management Corporation Contractor Rules and Regulations, Rocklin Corporate Center, Building A, dated 2/19/08.		2/19/2008
Rocklin Corporate Center Tenant Improvement Standards Specifications dated 12/22/08		12/22/2008
Opus Group - Special Conditions of Subcontract, Division 1 - West, June 2005 Edition, Rocklin Corporate Plaza, Bldg. A - ORC Worldwide & Spec Suite TI's, revised 1/13/09.		1/13/2009
Opus Group - Supplemental General Conditions of Subcontract, Division 1 - West, June 2005 Edition		6/1/2005
Opus Group - General Conditions of Subcontract, Division 1 - West, February 2008 Edition		2/1/2008

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

Modifications and Clarifications

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

1. Provide all layout necessary for this work.
2. Coordinate material deliveries and onsite storage with the Contractor's Field Superintendent.
3. Clean up: All subcontractors shall be responsible for their own clean up on a daily basis.
4. Include all labor, materials, equipment, and construction methods necessary to meet the construction schedule duration and time frames.
5. Subcontractor is required to keep apprised of the progress of the work and to perform their work in order to maintain Contractor's project schedule.
6. Provide all loading, unloading, scaffolding and hoisting necessary for your portion of the work.
7. Subcontractor is to coordinate their scope of work with all other trades on the jobsite.
8. Subcontractor shall furnish and install all doors, frames and hardware per the Contract Documents.
9. Subcontractor shall verify existing door frame installations for plumbness and door swing. Subcontractor shall notify Contractor's Field Superintendent immediately with any discrepancies.
10. Subcontractor shall field modify door length as necessary to match floor profile for a uniform fit.
11. Subcontractor shall furnish and install Mortise passage sets at all office doors.
12. Subcontractor shall furnish and install knock-down aluminum door frames in clear anodized finish.
13. Subcontractor to abide by Opus West Management Corporation Contractor Rules and Regulations.

The Work of this Subcontract excludes the following:

1. Bond
2. General Building Permit
3. Electrical Connections and wiring
4. Caulking

2. Schedule.

Schedule Clarifications

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

3. Subcontract Sum Breakdown.

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Amount
11357.01	ORC Worldwide TI	ORC Worldwide Tenant Improvement - Doors, Frames & Hardware	\$5,619.00
11357.02	Spec Suite 295 TI	Spec Suite Tenant Improvement - Doors, Frames & Hardware	\$13,756.00
Total Subcontract Sum			\$19,375.00

Subcontract Summary

Name	Account Code	Amount
Doors/Frames/Hdwe - Subcontract	11357.01-F10-08100.00-S	\$5,619.00
Doors/Frames/Hdwe - Subcontract	11357.02-F10-08100.00-S	\$13,756.00
Total Subcontract Sum		\$19,375.00

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 Capitol Builders Hardware Inc dated 02/02/2009. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

Section 1. Licensing.

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

Section 2. Change Orders.

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

Section 3. Title to Work.

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

Section 4. Indemnification

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

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

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

Section 5. Waiver.

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

Section 6. SWPPP.

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

Section 7. California License Law.

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

**Rocklin Corporate Plaza TIs - ORC Worldwide & Spec Suite / 11357.00
0810000 (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.

294543

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 Capitol Builders Hardware Inc dated 02/02/2009. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

I. Subcontractor's Insurance. Subcontractor will purchase and maintain the insurance described in this paragraph 1.

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

INSURANCE COVERAGE

MINIMUM LIMITS

Workers' Compensation

Statutory Limits

Employer's Liability, including "Stop Gap" coverage and USL&H if applicable

\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee

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

\$5,000,000 each occurrence
\$5,000,000 products/completed operations aggregate
\$5,000,000 general aggregate (minimum \$2,000,000 per project)

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

\$2,000,000 each occurrence
\$2,000,000 products/completed operations aggregate
\$2,000,000 general aggregate (per project)

Commercial Automobile Liability

\$1,000,000 any one accident or loss

Professional Liability/Errors & Omissions
(Applies if Subcontractor is providing engineering or design services)

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

Contractor's Pollution Liability
(Applies if Subcontractor is providing any of the following as part of the Work):

Demolition; Fuel Providers

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

Excavation and subterranean Work;
transporting of regulated or hazardous substances

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

Asbestos, Lead or Mold Abatement

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

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

- (a) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (b) The Commercial General Liability insurance and Umbrella/Excess Liability Insurance must (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis and (vi) include Contractor and Owner (and others as specifically required by the Subcontract Documents) as "additional insureds." The "additional insureds" endorsements to Subcontractor's Commercial General Liability policy will be on ISO Forms GC 20 10 07 04 and GC 20 37 07 04 or equivalent and will include coverage for ongoing and complete operations. The additional insured endorsement form numbers must be listed on the insurance certificate. If the endorsement is not written on an "ISO" form, the endorsement(s) must be attached to the certificate of insurance. Subcontractor's General Liability and Umbrella/Excess insurance policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Contractor or Owner.
- (c) The Commercial Automobile Liability insurance must include coverage for all owned, hired and non-owned automobiles.
- (d) Professional Liability/Errors & Omissions, if applicable to the Subcontractor's Work, must be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.
- (e) Contractor's Pollution Liability insurance, if applicable to the Subcontractor's Work, will (i) be maintained for a period of two years after the completion of the Work, (ii)

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

- (f) All insurance policies required under this Paragraph 1 must (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required under this Paragraph 1, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (g) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance must be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties' status as "additional insureds".
- (h) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required under this Paragraph 1 is received by Contractor.
- (i) The insurance coverages and limits required by this Subcontract do not limit the Subcontractor's responsibilities and liabilities specified within the Subcontract Documents or under law.

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

- 2.1 Coverage. Unless otherwise provided in the Subcontract Documents, Contractor will cause builder's risk insurance to be purchased and maintained with a "causes of loss" or equivalent policy form covering work to be performed by Contractor (including those working for or under Contractor) at the Project Site to the full insurable value thereof, on a replacement cost basis and subject to reasonable deductibles. Covered "causes of loss" means risks of direct physical loss or damage to covered property unless specifically excluded or limited under the policy. This insurance will include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in respect to the work to be performed by Contractor at the Project, and shall insure against perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, windstorm, temporary falsework, shoring and forms and debris removal, and such other matters as are insured against in the form of the policy maintained by Contractor. Unless specifically provided in writing, such insurance will not include coverage for any property, structure(s) and contents (whether real or personal) owned by the Owner or third parties existing as of commencement of Contractor's work or otherwise. Contractor will carry earthquake and flood insurance if Contractor deems it appropriate.
- 2.2 Waiver of Subrogation. To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Contractor or Owner or their respective subcontractors and agents, Contractor and Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.
- 2.3 Appointment of Deductible. If (i) the Project suffers an insurable loss, (ii) the loss is due in part to the negligence of Subcontractor and (iii) an insurance deductible amount (not to exceed 10,000.00) is applied to the loss payable under builder's risk or other property insurance applicable to the Project, Subcontractor will be liable to Contractor for the deductible amount; however, Contractor may, in its discretion, apportion the deductible amount among other parties responsible for the loss. Subcontractor will promptly pay Contractor, upon demand, for any such deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor under the Subcontract. Neither Contractor nor Owner represents that builder's risk or property insurance, if any, applicable to the Project or the Work is adequate to protect the interests of Subcontractor. It is Subcontractor's obligation to determine whether it should purchase and maintain supplementary property insurance to protect its interests in the Work.
- 2.4 Loss Payable. Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.
- 2.5 Personal Property. Subcontractor hereby releases Contractor and Owner from all claims for loss or damage to or loss of use of Subcontractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Subcontractor deems appropriate. Subcontractor shall require a similar release by Sub-subcontractors. In addition, if Contractor permits Subcontractor to use tools, equipment or other personal property that is owned, leased or otherwise in Contractor's possession Subcontractor's use will be at its sole risk and Subcontractor will indemnify Contractor against any claims and/or damages, including but not limited to attorney's fees and court costs, arising out of Subcontractor's use of the tools, equipment or other personal property.

END OF RIDER C

STOP NOTICE
[Private Work]

To: Bank of America, formerly LaSalle Bank and Opus Real Estate CA VII
Rocklin, L.P.

YOU ARE HEREBY NOTIFIED that the undersigned Claimant, Capitol Builders Hardware, Inc. furnished finish hardware, hollow metal frames, aluminum frames and wood doors to be used and actually used in that certain work of improvement consisting of construction of tenant improvements for the Rocklin Corporate Center, Building A, ORC Worldwide, Inc. and Spec. TI's located at 6020 West Oaks Boulevard, Suites 285 and 295, Rocklin, California, County of Placer, State of California, and which is and was the whole of said labor, services, equipment and/or materials agreed to be furnished by Claimant.

The Owner or reputed owner of said property is Opus Real Estate CA VII Rocklin, L.P.

The contract of said labor, services, equipment and/or materials was and is the sum of \$19,375.00 and said sum was and is the reasonable value thereof; nothing has been paid or credited on said amount and there is now due and owing to Claimant, for an on account thereof, the sum of \$19,375.00, in lawful money of the United States, after deducting all just credits and offsets and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law given to laborers and materialmen under and by virtue of the provisions of Division 3, Title 15 of the Civil Code of the State of California, and prays that you withhold funds to satisfy this claim.

Dated: July 13, 2009

CAPITOL BUILDERS HARDWARE, INC.

By: 

Name: David Karacozoff

Title: President

4699 24th Street

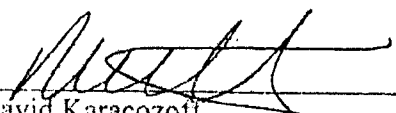
Sacramento, California 95822

916-451-2821

VERIFICATION

I, David Karacozoff, declare that I am President of Capitol Builders Hardware, Inc., the Claimant named in the foregoing claim, and am authorized to make this verification for and on behalf of said Claimant, and I make this verification for that reason. I have read said Claim and know the contents thereof and the same is true and contains among other things, a correct statement of Claimant's demands after deducing all just credits and offsets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true. Executed on July 23, 2009 at Sacramento, California.



David Karacozoff

BOND NO. CA751901

\$ 242.00 premium is for
a term of One (1) year(s)

BOND UNDER CIVIL CODE 3083 ACCOMPANYING
STOP-NOTICE UNDER CIVIL CODE 3159 — PRIVATE WORK

KNOW ALL MEN BY THESE PRESENTS,

That we, Capitol Builders Hardware, Inc.
as Principal, and the Merchants Bonding Company
a Corporation organized and existing under the laws of the State of Iowa
and duly licensed to transact surety business in the State of California, as Surety, are held and
firmly bound unto Bank of America, formerly LaSalle Bank and Opus Real Estate CA VI: Rocklin, LP as
Obligee, in the sum of Twenty-Four Thousand, Two Hundred Eighteen Dollars and 75/100

Dollars (\$ 24,218.75), for the payment whereof, well and truly to be made, we hereby bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the above named Principal has furnished materials, equipment or services or
performed labor in connection with that work of improvement described as Tenant improvements for the Rocklin Corporate Center, Building A, ORC Worldwide Inc. & Spec TI's

and located at 6020 West Oaks Boulevard, Suites 285 and 295, Rocklin, California

and

WHEREAS, the said Principal has filed or is about to file or is filing concurrently with this
bond a stop-notice pursuant to Civil Code 3159 covering said materials, equipment, services or
labor and has requested, or is by stop-notice now about to request, the Obligee, who is holding
building funds, to withhold said funds, and in connection with said section, said Principal is required
to file a bond as defined in Civil Code 3083 in the sum stated above, being one and one quarter
times the amount claimed in said stop-notice.

NOW, THEREFORE, the condition of the obligation is such that if no payment bond is
recorded pursuant to Civil Code 3159 and the defendant recovers judgement in an action brought
on said stop-notice (verified claim), or on the lien filed by the above-named Principal, the above-
named principal will pay all costs and all damages named and set forth in Civil Code 3083, not
exceeding the sum specified in this bond, then this obligation shall be null and void, otherwise it
shall remain in full force and effect.

SIGNED AND SEALED this 14th day of July 2009
YEAR

Merchants Bonding Company

Sandra Renee Black
Sandra Renee Black Attorney-in-Fact

Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321

Capitol Builders Hardware, Inc.

David Karacozoff
David Karacozoff Principal

Capitol Builders Hardware, Inc.
4600 24th Street
Sacramento, CA 95822

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

SS.

On 7/14/09, before me, CHRIS MATHENY / NOTARY PUBLIC
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared DAVID KARACOFF - PRESIDENT
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: STOP NOTICE BOND

Document Date: 7/14/09 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: DAVID KARACOFF

☐ Individual

☒ Corporate Officer — Title(s): PRESIDENT

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: CAPITOL BUILDERS ASSOCIATION

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento

On 7/14/09

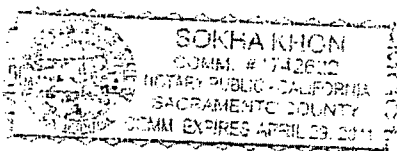
Date

before me, Sokha Khon, Notary Public

Here Insert Name and Title of the Officer

personally appeared Sandra Renee Black

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:
Merchants Bonding Company

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed and does by these presents make, constitute and appoint

Sharon Jean Rusconi, Sandra Renee Black

of Sacramento and State of California its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

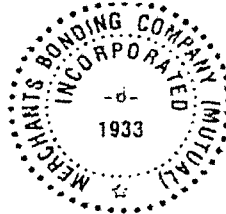
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 2nd day of February 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 2nd day of February 2009, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

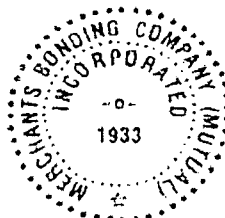


Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 14th day of July, 2009



William Warner Jr.
Secretary

RECORDING REQUESTED BY:

William L. Baker

Law Offices of William L. Baker

1050 Fulton Avenue, Suite 218

Sacramento, CA 95825

AND WHEN RECORDED RETURN TO:

William L. Baker



PLACER, County Recorder

JIM MCCAULEY

DOC- 2009-0058067-00

Check Number 1485sm

Thursday, JUL 02, 2009 15:08:18

MIC \$3.00: AUT \$2.00: SBS \$1.00

ERD \$1.00: RED \$1.00: REC \$4.00

LIE \$6.00:

Ttl Pd \$18.00

Rcpt # 0001941643

smm/SM/1-2

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE AND CLAIM OF MECHANIC'S LIEN

The undersigned, Capitol Builders Hardware, Inc., Claimant, claims a mechanic's lien upon the following described property:

Rocklin Corporate Center, Building A
ORC Worldwide, Inc. and Spec Suite TI's
6020 West Oaks Boulevard, Suite 285 and Suite 295, City of
Rocklin
County of Placer, State of California

The sum of \$19,375.00, together with interest thereon at the rate allowed by law is due Claimant, after deducting all just credits and offsets, for furnishing and installing finish hardware, hollow metal frames, aluminum frames and wood doors and related labor and materials furnished by Claimant to be used and actually used in the construction of the Rocklin Corporate Center, Building A, ORC Worldwide, Inc. and Spec Suite TI's. Claimant furnished said labor, materials, equipment and supplies at the request of, or under contract with Opus West Construction Corp.

The name and address of the owner or reputed owner is Opus Real Estate CA VII Rocklin, L.P., 10350 Bren Road West, Minnetonka, Minnesota 55343

Dated: July 2, 2009

LAW OFFICES OF WILLIAM L. BAKER

By: 

WILLIAM L. BAKER, SBN 114454
Attorney for Claimant CAPITOL
BUILDERS HARDWARE, INC.
1050 Fulton Avenue, Suite 218
Sacramento, CA 95825
916-978-0772

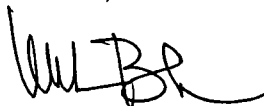
5/16/1

VERIFICATION

I, the undersigned, say I am the attorney representing the claimant in connection with the foregoing Notice and Claim of Mechanics' Lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge.

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

Executed on July 2, 2009, at Sacramento, California.

A handwritten signature in black ink, appearing to read "WLB", is written over a horizontal line.

WILLIAM L. BAKER

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

OPUS REAL ESTATE CA VII ROCKLIN, L.P. a limited partnership;
BANK OF AMERICA; and DOES 1 through 300, inclusive

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CAPITOL BUILDERS HARDWARE, INC.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER

SEP 23 2009

EXECUTIVE OFFICER & CLERK
BY T. Lewis, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF PLACER
10820 Justice Center Drive, Roseville, CA 95678

CASE NUMBER:
(Número del Caso):

M CV 42544

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

William L Baker (Bar # 114454)

Fax No.: (916) 481-5080

Law Offices of William L. Baker, 1050 Fulton Avenue, Suite 218, Sacramento, CA 95825

Phone No.: (916) 978-0772

DATE:

(Fecha)

SEP 23 2009

Clerk, by

(Secretario)

T Lewis

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

COPIES

SEP 23 2009

EXECUTIVE OFFICER & CLERK
BY T. Lewis, Deputy

LAW OFFICES OF WILLIAM L. BAKER
William L. Baker (State Bar #114454)
1050 Fulton Avenue, Suite 218
Sacramento, CA 95825
Telephone: (916) 978-0772
Facsimile: (916) 481-5080

Attorney for Plaintiff CAPITOL
BUILDERS HARDWARE, INC.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER
[Limited Civil Action]

CAPITOL BUILDERS HARDWARE, INC.,

Plaintiff,

v.

OPUS REAL ESTATE CA VII ROCKLIN, L.P., a
limited partnership; BANK OF AMERICA and
DOES 1 through 300, inclusive

Defendants.

Case No. **CV 42544**

**COMPLAINT TO FORECLOSE
MECHANIC'S LIEN AND
BONDED STOP NOTICE**

1. Action to Foreclose Lien
2. Action on Bonded Stop Notice

Plaintiff complains and alleges:

FIRST CAUSE OF ACTION
[Action to Foreclose Mechanic's Lien]

1. Plaintiff is now and at all times in the complaint mentioned was, a California corporation duly organized and existing under and by virtue of the laws of the State of California, and was at all times in this complaint mentioned, and now is, doing business in the State of California pursuant to and authorized by the laws of the State of California.

2. Plaintiff is now and was at all of the times hereinafter stated, a licensed contractor in the State of California doing business as such in the State of California and duly licensed as

1 such contractor under the laws of the State of California at the time each of the acts hereinafter
2 mentioned were performed.

3 4. Defendant OPUS REAL ESTATE CA VII ROCKLIN, L.P. is a limited
4 partnership doing business in the State of California and is the owner or the reputed owner of the
5 real property more fully described below.
6

7 5. Defendant BANK OF AMERICA, successor of LaSalle Bank, is the construction
8 lender in connection with improvements to the real property more fully described below.

9 6. Plaintiff is ignorant of the true names of Defendants named herein as DOES 1
10 through 300, inclusive, and therefore sues them by the foregoing names, which are fictitious, and
11 is informed and believes and thereon alleges that each of said Defendants claims an interest,
12 right, estate and/or title in the property hereinafter described and which is the subject of this
13 action, and/or are legally responsible to Plaintiff, and Plaintiff asks that when their true names
14 are discovered, this complaint may be amended by inserting their true names in lieu of said
15 fictitious names, together with apt and proper words to charge them.
16

17 7. At all times herein mentioned, each Defendant, including the DOE defendants,
18 was an agent, servant or employee of the other Defendants herein named; that at all of said times,
19 each said Defendant was acting within the course and scope of said agency, service or
20 employment.
21

22 8. Defendant OPUS REAL ESTATE CA VII ROCKLIN, L.P and DOES 1 through
23 10, were at all of the times in this complaint mentioned, and now are, the owners or reputed
24 owners of certain real property situated in the City of Rocklin, County of Placer, California,
25 commonly known as the Rocklin Corporate Center, located at 6020 West Oaks Boulevard,
26 Rocklin, California. Attached hereto as Exhibit "A" is a description of the property in question.
27
28

1 9. In February, 2009, Plaintiff entered into an agreement with Opus West
2 Construction Corporation [hereinafter "OPUS"] pertaining to the construction of the Rocklin
3 Corporate Center, located in Rocklin, California [hereinafter the "Project"].

4 10. Plaintiff agreed to furnish and install finish hardware, hollow metal frames,
5 aluminum frames and wood doors and related equipment and materials to be used and that were
6 actually used in the Project whereby OPUS agreed to pay Plaintiff \$19,375.00 pursuant to the
7 terms of the Contract.

8 11. Plaintiff supplied all labor and materials to the Project as required by said
9 Contract. All of the labor and materials furnished by Plaintiff as aforesaid were furnished to be
10 used and the same were actually used in said work of improvement.

11 12. Plaintiff duly served Defendants with a written preliminary notice as required by
12 Civil Code §3097.

13 13. The agreed price and reasonable value of the labor and materials furnished and
14 installed by Plaintiff for OPUS was and is the sum of \$19,375.00 and there is now due and owing
15 to Plaintiff, for and on account thereof, the sum of \$19,375.00 in lawful money of the United
16 States, after deducting all just credits and offsets, and the same has not been paid.

17 14. The whole of the land hereinbefore particularly described upon which said
18 improvement is located is necessary and required for the convenient use and occupation of said
19 property.

20 15. On July 2, 2009, Plaintiff recorded a verified Claim of Mechanic's Lien bearing
21 Document No. 2009-0058067-00 in the Official Records of the County of Placer containing a
22 statement of Plaintiff's demand after deducting all just credits and offsets, and the names of the
23 owners or reputed owners of said property, and the names of the persons to and from whom
24 Plaintiff contracted to furnish such services, together with a general statement of the kind of
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1 services furnished by it, the name of the person by whom it was employed, and to and from
2 whom it furnished said services, and a description of the property sought to be charged with said
3 lien sufficient for identification, which said Notice and Claim of Lien was filed for record under
4 and by virtue of the provisions of Division III, Title 15 of the Civil Code of the State of
5 California.
6

7 16. Thirty days has not expired or elapsed since the recordation of notice of the
8 completion of said work of improvement and/or cessation of labor thereon, and ninety days has
9 not elapsed or expired since the completion of said work of improvement, or any cessation of
10 labor thereon, and said filing of Plaintiff's Notice and Claim of Lien for record as aforesaid.
11

12 17. Defendants OPUS REAL ESTATE CA VII ROCKLIN, L.P., BANK OF
13 AMERICA, and DOES 1 through 300, inclusive, have or claim to have some estate, lien, right,
14 title or interest in or upon said premises or upon some part thereof, which said claim and claims
15 and all such claims or liens are subject, subsequent and subordinate to the lien of Plaintiff as
16 aforesaid.

17 WHEREFORE, Plaintiff prays for judgment as hereinafter set forth.
18

19 **SECOND CAUSE OF ACTION**
[Action on Bonded Stop Notice]

20 18. Plaintiff refers to and incorporates herein by reference the allegations of the first
21 cause of action.

22 19. In February, 2009, Plaintiff entered into an Agreement with OPUS, whereby
23 Plaintiff agreed to furnish finish hardware, hollow metal frames, aluminum frames and wood
24 doors and other related labor and materials to be furnished to the Project, which materials and
25 labor were furnished to OPUS and OPUS agreed to pay Plaintiff \$19,375.00 pursuant to the
26 terms of the Contract.
27
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1 20. Pursuant to said agreement, Plaintiff has furnished all labor and materials required
2 under the contract and has otherwise fully performed all of the conditions of said agreement on
3 its part to be performed, and all labor and materials were furnished to be used and the same were
4 actually used in, upon, for and about the construction of the Project.

5 21. The labor and materials so furnished to OPUS, as aforesaid, were and are
6 reasonably worth the sum of \$19,375.00. At the time of the filing of Plaintiff's Bonded Stop
7 Notice, hereinafter alleged and mentioned, no payments were made to Plaintiff leaving a balance
8 due, owing and unpaid to Plaintiff at the time of said filing of said Bonded Stop Notice,
9 hereinafter alleged and mentioned, in the sum of 19,375.00. Since the filing of Plaintiff's Stop
10 Notice, Plaintiff has received no payments and there is now due, owing and unpaid to Plaintiff,
11 for and on account thereof, the sum of \$19,375.00 in lawful money of the United States, after
12 deducting all just credits and offsets, and the same has not been paid.

13 22. Prior to the expiration of the period within which a stop notice must be served,
14 and on the 22nd day of July, 2009, Plaintiff served on Defendants, its Bonded Stop Notice and
15 verified statement of its claim herein as aforesaid, under and by virtue of the provisions of the
16 Civil Code of the State of California, and a true copy of said Stop Notice and verified statement
17 and claim of Plaintiff is attached and marked as Exhibit "B".

18 23. The Bonded Stop Notice and verified statement and claim of Plaintiff gave notice
19 to Defendants that Plaintiff had furnished labor and materials to the Project stating in general
20 terms the kinds of labor and materials furnished and the amount and value of the same, and of
21 the whole agreed to be done or furnished, and requiring Defendant BANK OF AMERICA to
22 withhold sufficient money due, or that might become due to answer said claim of the Plaintiff.
23 The Stop Notice served on Defendant BANK OF AMERICA was accompanied by a bond with
24 good and sufficient sureties in a penal sum equal to one and one-quarter (1 ¼) times the amount
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1 of the claim and the bond complied with all of the other requirements set forth in California Civil
2 Code §3083. The Bonded Stop Notice was served on Defendant BANK OF AMERICA by
3 certified mail, return receipt requested, as required by California Civil Code §3083.

4
5 24. Plaintiff is informed and believes, and thereon alleges, that at the time of filing of
6 said Bonded Stop Notice and verified statement of claim of Plaintiff, as aforesaid, there was a
7 sufficient amount of money due from said Defendant under the contract hereinabove mentioned,
8 to answer and pay said claim of Plaintiff and the reasonable costs of litigation thereunder.

9 25. Within the period of 20 days after Plaintiff first finished labor and materials to the
10 Project, as hereinabove alleged and mentioned, Plaintiff gave to said Defendants a written
11 Preliminary Notice as prescribed by and in accordance with the requirements of the Civil Code
12 of the State of California.

13
14 26. Although demand has been made therefor, no portion of the contract price has
15 been paid, and the sum of \$19,375.00 is still due and owing Plaintiff.

16 27. Plaintiff's claim has been filed and all proceedings in connection therewith have
17 been done as required by the provisions of the statutes for such cases made and provided.

18 28. In the preparation and presentation of said Bonded Stop Notice and verified
19 statement and claim, and in the institution of these proceedings, Plaintiff has employed William
20 L. Baker, as its attorney, and a reasonable fee should be awarded to Plaintiff for and on account
21 of said attorney fees and costs incurred in connection with pursuing amounts due in connection
22 with this Project.

23
24 29. Defendants and DOES 1 through 300, inclusive, and each of them, claim some
25 right, title or interest in, or to, all or a portion of the allocated funds as described above being
26 withheld by Defendant BANK OF AMERICA, but such claims are junior and subordinate to the
27 claim of Plaintiff as herein described.
28

1 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them as
2 follows:

3 1. As to the first cause of action, Plaintiff prays for judgment against Defendants
4 OPUS REAL ESTATE CA VII ROCKLIN, L.P., BANK OF AMERICA, and DOES 1 through
5 300, jointly and severally, for the sum of \$19,375.00 together with interest thereon, at the rate
6 allowed by law, and Plaintiff's attorney fees and costs, and that said amounts be adjudged to be a
7 lien on said property as described in this complaint, and that said land and improvements
8 constructed by Plaintiff be adjudged and decreed to be sold by the Sheriff of Placer County,
9 according to the law and the practice of the Court, and the proceeds of said sale be applied to
10 satisfy the costs of said sale and the costs of these proceedings and Plaintiff's claim, as aforesaid;
11 and that the interest of all the Defendants in and to said land, and improvements constructed by
12 Plaintiff, be adjudged and decreed subsequent and subject to Plaintiff's lien; that the equity of
13 redemption of said Defendants be forever barred and foreclosed; that Plaintiff or any party to this
14 action may become a purchaser at such sale; and that Plaintiff be granted such other, further or
15 general relief as may be just and proper under the circumstances;

16 2. As to the second cause of action, Plaintiff prays for judgment against Defendants
17 OPUS REAL ESTATE CA VII ROCKLIN, L.P., BANK OF AMERICA, and DOES 1 through
18 300, jointly and severally, in the amount of \$19,375.00, together with interest at the legal rate
19 allowed by law, and that it be ordered and decreed that the money being withheld, or which
20 should have been withheld, by Defendant BANK OF AMERICA, pursuant to the verified
21 Bonded Stop Notice, herein be paid to Plaintiff and be applied on account of Plaintiff's claim for
22 materials, services and labor furnished by Plaintiff for use on the Project in question;
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- a. For judgment against Defendants and DOES 1 through 300, inclusive, and each of them, adjudicating that the claims of said Defendants be declared subsequent, subject to and inferior to the claim and lien of Plaintiff herein;
- b. In the event said construction loan funds have been fully disbursed that judgment be entered against Defendant BANK OF AMERICA, formerly LaSalle Bank and in favor of Plaintiff, for the sum of \$19,375.00 plus interest, attorney fees and costs;
- 3. For costs of suit, including attorney fees incurred herein; and
- 4. For such other and further relief as the Court deems just and proper under the circumstances.

Dated: September 23, 2009

LAW OFFICES OF WILLIAM L. BAKER

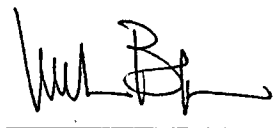
By: 
WILLIAM L. BAKER SBN114454
Attorney for Plaintiff CAPITOL BUILDERS
HARDWARE, INC.

EXHIBIT A

Rocklin Corporate Center, Building A
6020 West Oaks Boulevard, Suite 285 and Suite 295, City of
Rocklin
County of Placer, State of California

APN: 017-284-025-000

STOP NOTICE
[Private Work]

To: Bank of America, formerly LaSalle Bank and Opus Real Estate CA VII
Rocklin, L.P.

YOU ARE HEREBY NOTIFIED that the undersigned Claimant, Capitol Builders Hardware, Inc. furnished finish hardware, hollow metal frames, aluminum frames and wood doors to be used and actually used in that certain work of improvement consisting of construction of tenant improvements for the Rocklin Corporate Center, Building A, ORC Worldwide, Inc. and Spec. TI's located at 6020 West Oaks Boulevard, Suites 285 and 295, Rocklin, California, County of Placer, State of California, and which is and was the whole of said labor, services, equipment and/or materials agreed to be furnished by Claimant.

The Owner or reputed owner of said property is Opus Real Estate CA VII Rocklin, L.P.

The contract of said labor, services, equipment and/or materials was and is the sum of \$19,375.00 and said sum was and is the reasonable value thereof; nothing has been paid or credited on said amount and there is now due and owing to Claimant, for an on account thereof, the sum of \$19,375.00, in lawful money of the United States, after deducting all just credits and offsets and the same has not been paid.

WHEREFORE, the undersigned claims the benefit of the law given to laborers and materialmen under and by virtue of the provisions of Division 3, Title 15 of the Civil Code of the State of California, and prays that you withhold funds to satisfy this claim.

Dated: July 13, 2009

CAPITOL BUILDERS HARDWARE, INC.

By: 

Name: David Karacozoff

Title: President

4699 24th Street

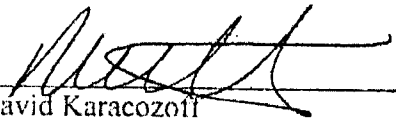
Sacramento, California 95822

916-451-2821

VERIFICATION

I, David Karacozoff, declare that I am President of Capitol Builders Hardware, Inc., the Claimant named in the foregoing claim, and am authorized to make this verification for and on behalf of said Claimant, and I make this verification for that reason. I have read said Claim and know the contents thereof and the same is true and contains among other things, a correct statement of Claimant's demands after deducing all just credits and offsets.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true. Executed on July 23, 2009 at Sacramento, California.


David Karacozoff

BOND NO. CA751901

\$ 242.00 premium is for
a term of One (1) year(s)

**BOND UNDER CIVIL CODE 3083 ACCOMPANYING
STOP-NOTICE UNDER CIVIL CODE 3159 — PRIVATE WORK**

KNOW ALL MEN BY THESE PRESENTS,

That we, Capitol Builders Hardware, Inc.
as Principal, and the Merchants Bonding Company
a Corporation organized and existing under the laws of the State of Iowa
and duly licensed to transact surety business in the State of California, as Surety, are held and
firmly bound unto Bank of America, formerly LaSalle Bank and Opus Real Estate CA, VII Rocklin, LP as
Obligee, in the sum of Twenty-Four Thousand, Two Hundred Eighteen Dollars and 75/100

Dollars (\$24,218.75), for the payment whereof, well and truly to be made, we hereby bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the above named Principal has furnished materials, equipment or services or
performed labor in connection with that work of improvement described as Tenant improvements for the Rocklin Corporate Center, Building A, ORC Worldwide Inc. & Spec 71's

and located at 6020 West Oaks Boulevard, Suites 285 and 295, Rocklin, California

and

WHEREAS, the said Principal has filed or is about to file or is filing concurrently with this
bond a stop-notice pursuant to Civil Code 3159 covering said materials, equipment, services or
labor and has requested, or is by stop-notice now about to request, the Obligee, who is holding
building funds, to withhold said funds, and in connection with said section, said Principal is required
to file a bond as defined in Civil Code 3083 in the sum stated above, being one and one quarter
times the amount claimed in said stop-notice.

NOW, THEREFORE, the condition of the obligation is such that if no payment bond is
recorded pursuant to Civil Code 3159 and the defendant recovers judgement in an action brought
on said stop-notice (verified claim), or on the lien filed by the above-named Principal, the above-
named principal will pay all costs and all damages named and set forth in Civil Code 3083, not
exceeding the sum specified in this bond, then this obligation shall be null and void, otherwise it
shall remain in full force and effect.

SIGNED AND SEALED this 14th day of July 2009
YEAR

Merchants Bonding Company

Sandra Renee Black
Sandra Renee Black Attorney-in-Fact

Merchants Bonding Company
2100 Fleur Drive
Des Moines, IA 50321

Capitol Builders Hardware, Inc.

David Karacozoff
David Karacozoff Principal

Capitol Builders Hardware, Inc.
4600 24th Street
Sacramento, CA 95822

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

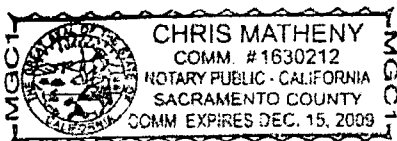
SS.

On 7/14/09, before me, CHRIS MATHENY / NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DAVID KARACOROFF - PRESIDENT
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: STOP NOTICE BOND

Document Date: 7/14/09 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: DAVID KARACOROFF

☐ Individual

☒ Corporate Officer — Title(s): PRESIDENT

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: CAPITOL BUILDERS ASSOCIATION

RIGHT THUMBPRINT
OF SIGNER
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento

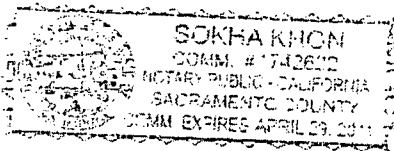
On 7/14/09
Date

before me, Sokha Khon, Notary Public

Here Insert Name and Title of the Officer

personally appeared Sandra Renee Black

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing:
Merchants Bonding Company

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing: _____

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed and does by these presents make, constitute and appoint

Sharon Jean Rusconi, Sandra Renee Black

of Sacramento and State of California its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

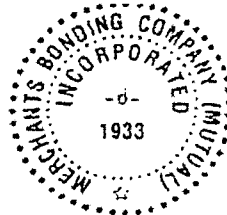
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 2nd day of February 2009.



MERCHANTS BONDING COMPANY (MUTUAL)

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 2nd day of February 2009 before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Cindy Smyth
Notary Public, Polk County Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 14th day of July, 2009

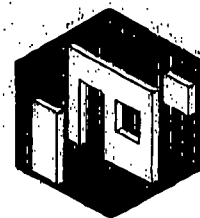


William Warner Jr.
Secretary

C A P I T O L

BUILDERS HARDWARE, INC.

CONTRACT & INDUSTRIAL
SALES DIVISION
4699 24th Street
Sacramento, CA 95822
(916) 451-2821
Fax (916) 451-7882



PROPOSAL

10615

Sales Order #: 141769
Date : 09 SEP 2008
Account : OPU149
Page No. : 1

Customer:
OPUS WEST CONSTRUCTION CORP
HGA EXPANSION TI
180 PROMENADE CIRCLE #115
SACRAMENTO, CA 95834

Ship to:
OPUS WEST CONSTRUCTION CORP
HGA EXPANSION TI
ATTN: BEN DAHLAGER
FAX: 928-7509

Salesperson : 02 Customer PO #: CHANGE ORDER S/VIA: CBH - DELIVER
Customer Job#: Terms: Net 30 days

Qty	Product Description	Unit Price	Extension
	CBH JOB WORK ORDER #W 13989 DATED AUG 19, 2008		
1	CUT AND TRIM ALUM WINDOW JAMB AND CASING. ROUGH OPENING WINDOW DIMENSION INCORRECT (9HRS)		
	MODIFY ALUM WINDOWS DO TO INCORRECT WALL OPENING SIZE. CBH PROPOSAL #10615		
	THIS CHANGE HAS BEEN INCORPORATED INTO OUR SCOPE OF WORK. PLEASE FORWARD THE APPROPRIATE CHANGE ORDER PAPERWORK.		
	Product Sub-total		765.00
	USE TAX COST ONLY CA		
	Total		765.00

Quote Valid for 30 days.

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on date of quotation and are subject to change by Seller before final acceptance.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

Signature

ACCEPTANCE: The above prices for the products or services described are satisfactory and are hereby accepted.

Signature

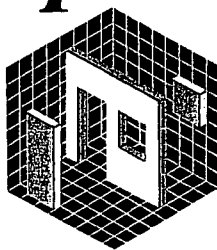
Company Name

To confirm order sign & return white acceptance copy.

EXHIBIT C

C A P I T O L

BUILDERS HARDWARE, INC.



SOLD TO OPUS WEST CONSTRUCTION
 180 PROMENADE CIRCLE, SUITE 115
 SACRAMENTO, CA 95834

**CONTRACT & INDUSTRIAL
 SALES DIVISION**

4699 24TH STREET
 SACRAMENTO, CA 95822
 (916) 451-2821
 FAX (916) 451-7882

2288

INVOICE



JOB NUMBER	JOB NAME	DATE
08-4337-3	PROJECT #11118.11	11/19/2008
JOB LOCATION	HGA EXPANSION T.I.	

BASE CONTRACT FINISH HARDWARE, HM FRAMES, ALUM FRAMES, WOOD DOORS, INSTALLATION	\$ 10,090.00
CONTRACT CHANGE PROPOSAL #10615	\$ 765.00
	\$ -
	\$ -
NET CONTRACT	\$ 10,855.00

100% COMPLETED	\$ 10,855.00	
		\$ 10,855.00
TOTAL VALUE COMPLETED		\$ -
LESS % RETURNED		\$ 10,855.00
TOTAL VALUE EARNED		\$ 688.50
PREVIOUS UNPAID BILLING	\$ 9,081.00	
PREVIOUS PAYMENT		
	RETENTION	\$ 1,085.50
TOTAL AMOUNT DUE AND PAYABLE THIS PROGRESS PAYMENT		

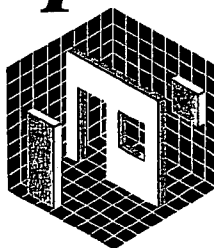
TERMS: NET 30 DAYS. OF FINANCE CHARGE OF 1% WHICH IS AN ANNUAL PERCENTAGE RATE OF 12% WILL BE APPLIED TO ALL PAST DUE ACCOUNTS. THE BUYER PROMISES TO PAY ALL COSTS OF COLLECTION AND REASONABLE ATTORNEY'S FEES, INCLUDING COST AND ATTORNEY'S FEES INCURRED ON APPEAL.

RETURN MERCHANDISE POLICY. All returns must be within (10) days of receipt to avoid any return charges. After ten (10) days from date of pickup, all returns are subject to a twenty-five percent (25%) handling charge, pending inspection of the returned goods. NO RETURNS ARE ACCEPTED AFTER THIRTY (30) DAYS WITHOUT SPECIAL AUTHORIZATION. NO RETURNS WILL BE MADE WITHOUT A COPY OF THE ORIGINAL SALES SLIP!!!

Any non-stock material that is special ordered is not cancellable once in production, or returnable. Careful consideration should be used in ordering these types of items.

C A P

BUILDERS HARDWARE, INC.



I T O L

SOLD TO OPUS WEST CONSTRUCTION
 180 PROMENADE CIRCLE, SUITE 115
 SACRAMENTO, CA 95834

**CONTRACT & INDUSTRIAL
 SALES DIVISION**

4699 24TH STREET
 SACRAMENTO, CA 95822
 (916) 451-2821
 FAX (916) 451-7882

2287

INVOICE



JOB NUMBER 08-4337-2	JOB NAME PROJECT #11118.11	DATE 11/19/2008
JOB LOCATION	HGA EXPANSION T.I.	

BASE CONTRACT FINISH HARDWARE, HM FRAMES, ALUM FRAMES, WOOD DOORS, INSTALLATION	\$ 10,090.00
CONTRACT CHANGE PROPOSAL #10615	\$ 765.00
	\$ -
	\$ -
NET CONTRACT	\$ 10,855.00

100% COMPLETED	\$ 10,855.00
TOTAL VALUE COMPLETED	\$ 10,855.00
LESS % RETURNED	\$ 1,085.50
TOTAL VALUE EARNED	\$ 9,769.50
PREVIOUS UNPAID BILLING	\$ 9,081.00
PREVIOUS PAYMENT	\$ 688.50
TOTAL AMOUNT DUE AND PAYABLE THIS PROGRESS PAYMENT	

TERMS: NET 30 DAYS. OF FINANCE CHARGE OF 1% WHICH IS AN ANNUAL PERCENTAGE RATE OF 12% WILL BE APPLIED TO ALL PAST DUE ACCOUNTS. THE BUYER PROMISES TO PAY ALL COSTS OF COLLECTION AND REASONABLE ATTORNEY'S FEES, INCLUDING COST AND ATTORNEY'S FEES INCURRED ON APPEAL.

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Any non-stock material that is special ordered is not cancellable once in production, or returnable. Careful consideration should be used in ordering these types of items.



SUBCON ACT APPLICATION FOR PAYMENT

Project Name : HGA Expansion TI Project Number : 11118.11
Subcontractor : Capitol Builders Hardware, Inc. Date of Application : 11/19/2008
Supplier # : 1006833
Address : 4699 24th Street Application Number : TWO INV #2287
Sacramento, CA 95814 Period From : 11/1/2008 Period To: 11/30/2008
Phone :
Remittance Address : Opus West Corporation
Attn : Accounts Payable
180 Promenade Circle, Suite 115
Sacramento, CA 95834

CONTRACT INFORMATION

ITEM	SALES TAX(\$ (if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$10,090.00
OPUS APPROVED CHANGE ORDER # 1 THRU #		\$765.00
CONTRACT AMOUNT TO DATE TOTAL		\$10,855.00

APPLICATION INFORMATION

Total Completed & Stored to Date	\$10,855.00	
Less Retainage 10 %	\$1,085.50	
Total Earned Less Retainage (A - B)		\$9,769.50
Less Previous Billings (previous req's line C)	\$9,081.00	
Current Payment Due (C - D)		\$688.50
Balance to Finish, Plus Retainage (G - A + B)	\$1,085.50	
Current Gross Amount Completed This Period	\$765.00	

SUBCONTRACTOR :

CAPITOL BUILDERS HARDWARE INC

Supplier :#1006833 1006833

BY :

DATE :

11/19/2008

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
1111811/0810000	Contract	\$6,105.00	\$6,105.00		\$6,105.00	100%		
1111811/0881000	Contract	\$3,387.00	\$3,387.00		\$3,387.00	100%		
1111812/0810000	Contract	\$598.00	\$598.00		\$598.00	100%		
		\$765.00		\$765.00	\$765.00	100%	\$76.50	\$688.50
	TOTAL	\$10,855.00	\$10,090.00	\$765.00	\$10,855.00	100%	\$76.50	\$688.50

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	G/L Exp



SUBCON ACT APPLICATION FOR PAYMENT

Project Name : HGA Expansion TI
Subcontractor : Capitol Builders Hardware, Inc.
Supplier # : 1006833
Address : 4699 24th Street
Sacramento, CA 95814
Phone :
Remittance Address : Opus West Corporation
Attn : Accounts Payable
180 Promenade Circle, Suite 115
Sacramento, CA 95834

Project Number : 11118.11
Date of Application : 11/19/2008
Application Number : THREE INV #2288 (RETENTION)
Period From : Period To: 11/30/2008

CONTRACT INFORMATION

ITEM	SALES TAX(\$ (if applicable))	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$10,090.00
OPUS APPROVED CHANGE ORDER # 1 THRU #		\$765.00
CONTRACT AMOUNT TO DATE TOTAL		\$10,855.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$10,855.00
B Less Retainage %
C Total Earned Less Retainage (A - B) \$10,855.00
D Less Previous Billings (previous req's line C) \$9,769.50
E Current Payment Due (C - D) \$1,085.50 RETENTION
F Balance to Finish, Plus Retainage (G - A + B)
G Current Gross Amount Completed This Period

SUBCONTRACTOR :

CAPITOL BUILDERS HARDWARE INC

Supplier #:1006833 1006833

BY :

DATE :

11/19/2008

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
1111811/0810000	Contract	\$6,105.00	\$6,105.00		\$6,105.00	100%		
1111811/0881000	Contract	\$3,387.00	\$3,387.00		\$3,387.00	100%		
1111812/0810000	Contract	\$598.00	\$598.00		\$598.00	100%		
		\$765.00	\$765.00		\$765.00	100%		
	TOTAL	\$10,855.00	\$10,855.00	G	\$10,855.00	100%	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv #	Date	G/L Exp
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HGA Expansion / 11118.11
0810000 / 081000 (Doors, Frames & Hardware)
Capitol Builders Hardware Inc / Kirk Karacozoff
Contact Phone: 916-451-2821 / Contact Fax: 916-451-7882
Payment Terms: Standard
Retainage: 10%

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 23rd day of June, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 180 Promenade Circle, Suite 115, Sacramento, CA 95834, and Capitol Builders Hardware Inc ("Subcontractor") with its office located at 4699 24th Street, Sacramento, CA 95814.

Contractor and Subcontractor agree as follows:

1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A."
2. Project. Contractor is providing construction-related materials and services, as applicable, to Owner (defined below) in connection with the project generally described as HGA Expansion ("Project"), located at 1410 Rocky Ridge Road, Suite 250, Roseville, CA 95661 ("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 OIRE California C LP ("Owner").
4. Architect/Engineer. The Architect(s)/Engineer(s) of record for the Project are:
Architect: HGA Architects
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Contract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager or superintendent, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 10,090.00 ("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 BD
Benjamin Dahlager

CONTRACTOR

Opus West Construction Corporation

By: _____
Jeffrey B. Smith
(Print Name)
Vice President of Construction
(Title)
(Date)

SUBCONTRACTOR

Capitol Builders Hardware Inc

By: _____
Kirk Karacozoff
(Print Name)
VP
(Title)
07/01/08
(Date)

RECEIVED

JUL 01 2008

CAPITOL BUILDERS HARDWARE

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Capitol Builders Hardware Inc dated 06/23/2008. 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 081000 (Doors, Frames & Hardware) work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

Description	Number	Date	Last Revision
This Subcontract Agreement	NA	06/23/2008	NA
Project Drawings			
Cover Sheet - HGA	A000		04/24/2008
General Notes and Symbols - HGA	A010		04/24/2008
Room Finish Schedule & Material ID Codes - HGA	A012		04/24/2008
Specifications - HGA	A013		04/24/2008
Life Safety Plan First & Second Floor - HGA	A020		04/24/2008
Typical Door and Frame Types, Notes and Details	A080		04/24/2008
Demo Floor Plan	A100		04/24/2008
Floor Plan	A200		04/24/2008
Conceptual Electrical Power Plan	A201		04/24/2008
Reflected Ceiling Plan & Sections	A300		04/24/2008
Interior Elevations	A610		04/24/2008
Typical Interior Partition Types, Notes and Symbols	A660		04/24/2008
Plan Details	A665		04/24/2008
Architectural Casework and Signage	A680		04/24/2008
Staff Area Enlarged Plans and Details	A681		04/24/2008
Enlarged Conference Room Entry Plans and Details	A682		04/24/2008
Interior Finish Plan	I200		04/24/2008
Mechanical Schedules, Notes, Legends & Title 24	M1.1		04/24/2008
Partial First Floor Mechanical and Demolition Plan	M2.0		04/24/2008
Partial First Floor Mechanical and Demolition Plan	M2.1		04/24/2008
Plumbing Schedules, Notes & Legends & Second Floor Plan	P1.1		04/24/2008
Symbols, Legends and Abbreviations	E0.1		04/24/2008
One Line Diagram, General Notes & Panel Schedule	E0.2		04/24/2008
Title 24 Indoor Compliance	E0.3		04/24/2008
Lighting Floor Plan	E1.0		04/24/2008
Power and Systems Floor Plan	E2.0		04/24/2008
Floor Plan - Partial Demolition	ED1.0		04/24/2008
Supplemental Design Documents			
Opus West Construction and Opus West Management Contractor Rules and Regulations		04/09/2008	
Other Documents			
Opus Group - Special Conditions of Subcontract, Division 1 - West, June 2005 Edition, Opus Corporate Center - HGA Expansion T1 Revised 02/22/08		2/22/2008	2/22/2008
Opus Group - General Conditions of Subcontract, Division 1 - June 2005 Edition		6/1/2005	6/1/2005
Opus Group - Supplemental General Conditions of Subcontract, Division 1 - West, June 2005 Edition		6/1/2005	6/1/2005

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

Modifications and Clarifications

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

1. Provide all layout necessary for this work.
2. Coordinate material deliveries and onsite storage with the Contractor's Field Superintendent.
3. Clean up: all subcontractors shall be responsible for their own clean up on a daily basis.

4. Include all labor, materials, equipment, and construction methods necessary to meet the construction schedule duration and time frames. Weekend work will be performed, at no cost to contractor, due to weather delay, that does not allow this Subcontractor to meet a forty (40) hour work week minimum.
5. Subcontractor is required to keep apprised of the progress of the work and to perform their work in order to maintain Contractor's project schedule.
6. Subcontractor to abide by Opus West Management Corporation, Contractor Rules & Regulations, Specifically item #26, which explains that "...all work generating noise or odor that will be disruptive to other tenants will be performed before 7:00am or after 5:30pm." Subcontractor to coordinate with field superintendent.
7. Provide all loading, unloading, scaffolding, and hoisting necessary for your portion of the work.
8. Subcontractor is to coordinate their scope of work with all other trades on the jobsite.
9. Subcontractor shall furnish and install all doors, frames and hardware per the Contract Documents.
10. Subcontractor to relocate two (2) existing openings at HGA Expansion Tenant Improvement per plans.
11. Subcontractor to relocate two (2) opening at Greenpoint Mortgage Tenant Improvement per plans.
12. Subcontractor to provide one (1) hollow metal door frame at Greenpoint Mortgage Tenant Improvement per plans.
13. Subcontractor to provide custom finish to three (3) wood doors per plans.

The Work of this Subcontract excludes the following:

1. Bond
2. General Building Permit
3. Electrical Connections and wiring
4. Caulking

2. Schedule.

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

Description	Planned Start	Planned End	Planned Duration
Start date for this subcontract scope of work is approximately	06/02/2008		
End date for this subcontract scope of work is approximately		08/20/2008	

3. Schedule.

1. Superintendent two or three week look ahead schedules.
2. HGA Expansion schedule dated 6/16/08.

4. Subcontract Sum Breakdown.

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Amount
11118.11	HGA Expansion	HGA Expansion Tenant Improvement	\$6,105.00
11118.11	HGA Expansion	HGA Expansion Tenant Improvement	\$3,387.00
11118.12	Greenpoint Mortgage	Greenpoint Mortgage	\$598.00
Total Subcontract Sum			\$10,090.00

Subcontract Summary

Name	Account Code	Amount
Doors/Frames/Hdwe - Subcontract	11118.11-F10-08100.00-S	\$6,105.00
Interior Glass - Subcontract	11118.11-F10-08810.00-S	\$3,387.00
Doors/Frames/Hdwe - Subcontract	11118.12-F10-08100.00-S	\$598.00
Total Subcontract Sum		\$10,090.00

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 **Capitol Builders Hardware Inc** dated 06/23/2008. 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

**Opus Corporate Center, Phase 1 - OIRE Tenant Improvements / 11118.00
081000 (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 Capitol Builders Hardware Inc dated 06/23/2008. 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. Subcontractor's Insurance. Subcontractor will purchase and maintain the insurance described in this paragraph 1.

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

INSURANCE COVERAGE

MINIMUM LIMITS

Workers' Compensation

Statutory Limits

Employer's Liability, including "Stop Gap" coverage and USL&H if applicable

\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee

Commercial General Liability

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

\$5,000,000 each occurrence
\$5,000,000 products/completed operations aggregate
\$5,000,000 general aggregate (minimum \$2,000,000 per project)

Commercial General Liability

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

\$2,000,000 each occurrence
\$2,000,000 products/completed operations aggregate
\$2,000,000 general aggregate (per project)

Commercial Automobile Liability

\$1,000,000 any one accident or loss

Professional Liability/Errors & Omissions

(Applies if Subcontractor is providing engineering or design services)

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

Contractor's Pollution Liability

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

Demolition; Fuel Providers

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

Excavation and subterranean Work;

transporting of regulated or hazardous substances

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

Asbestos, Lead or Mold Abatement

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

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

- (a) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (b) The Commercial General Liability insurance and Umbrella/Excess Liability Insurance must (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis and (vi) include Contractor and Owner (and others as specifically required by the Subcontract Documents) as "additional insureds." The "additional insureds" endorsements to Subcontractor's Commercial General Liability policy will be on ISO Forms GC 20 10 07 04 and GC 20 37 07 04 or equivalent and will include coverage for ongoing and complete operations. The additional insured endorsement form numbers must be listed on the insurance certificate. If the endorsement is not written on an "ISO" form, the endorsement(s) must be attached to the certificate of insurance. Subcontractor's General Liability and Umbrella/Excess insurance policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Contractor or Owner.
- (c) The Commercial Automobile Liability insurance must include coverage for all owned, hired and non-owned automobiles.
- (d) Professional Liability/Errors & Omissions, if applicable to the Subcontractor's Work, must be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.
- (e) Contractor's Pollution Liability insurance, if applicable to the Subcontractor's Work, will (i) be maintained for a period of two years after the completion of the Work, (ii)

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

- (f) All insurance policies required under this Paragraph 1 must (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required under this Paragraph 1, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (g) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance must be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties' status as "additional insureds".
- (h) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required under this Paragraph 1 is received by Contractor.
- (i) The insurance coverages and limits required by this Subcontract do not limit the Subcontractor's responsibilities and liabilities specified within the Subcontract Documents or under law.

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

- 2.1 **Coverage.** Unless otherwise provided in the Subcontract Documents, Contractor will cause builder's risk insurance to be purchased and maintained with a "causes of loss" or equivalent policy form covering work to be performed by Contractor (including those working for or under Contractor) at the Project Site to the full insurable value thereof, on a replacement cost basis and subject to reasonable deductibles. Covered "causes of loss" means risks of direct physical loss or damage to covered property unless specifically excluded or limited under the policy. This insurance will include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in respect to the work to be performed by Contractor at the Project, and shall insure against perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, windstorm, temporary falsework, shoring and forms and debris removal, and such other matters as are insured against in the form of the policy maintained by Contractor. Unless specifically provided in writing, such insurance will not include coverage for any property, structure(s) and contents (whether real or personal) owned by the Owner or third parties existing as of commencement of Contractor's work or otherwise. Contractor will carry earthquake and flood insurance if Contractor deems it appropriate.
- 2.2 **Waiver of Subrogation.** To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Contractor or Owner or their respective subcontractors and agents, Contractor and Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.
- 2.3 **Appointment of Deductible.** If (i) the Project suffers an insurable loss, (ii) the loss is due in part to the negligence of Subcontractor and (iii) an insurance deductible amount (not to exceed 10,000.00) is applied to the loss payable under builder's risk or other property insurance applicable to the Project, Subcontractor will be liable to Contractor for the deductible amount; however, Contractor may, in its discretion, apportion the deductible amount among other parties responsible for the loss. Subcontractor will promptly pay Contractor, upon demand, for any such deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor under the Subcontract. Neither Contractor nor Owner represents that builder's risk or property insurance, if any, applicable to the Project or the Work is adequate to protect the interests of Subcontractor. It is Subcontractor's obligation to determine whether it should purchase and maintain supplementary property insurance to protect its interests in the Work.
- 2.4 **Loss Payable.** Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.
- 2.5 **Personal Property.** Subcontractor hereby releases Contractor and Owner from all claims for loss or damage to or loss of use of Subcontractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Subcontractor deems appropriate. Subcontractor shall require a similar release by Sub-subcontractors. In addition, if Contractor permits Subcontractor to use tools, equipment or other personal property that is owned, leased or otherwise in Contractor's possession Subcontractor's use will be at its sole risk and Subcontractor will indemnify Contractor against any claims and/or damages, including but not limited to attorney's fees and court costs, arising out of Subcontractor's use of the tools, equipment or other personal property.

END OF RIDER C



OCT 01 2008

LFR TI / 11118.13
0810000 / 0810000 (Doors, Frames & Hardware)
Capitol Builders Hardware Inc / Kirk Karaczoff
Contact Phone: 916.451.2821 / Contact Fax: 916.451.7882
Payment Terms: Standard
Retainage: 10%

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 16th day of September, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 180 Promenade Circle, Suite 115, Sacramento, CA 95834, and Capitol Builders Hardware Inc ("Subcontractor") with its office located at 4699 24th Street, Sacramento, CA 95814.

Contractor and Subcontractor agree as follows:

1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A."
2. Project. Contractor is providing construction-related materials and services, as applicable, to Owner (defined below) in connection with the project generally described as LFR TI ("Project"), located at 1410 Rocky Ridge Road, Suite 330, Roseville, CA 95661 ("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 OIRE California C LP ("Owner").
4. Architect/Engineer. The Architect(s)/Engineer(s) of record for the Project are:
Architect: Calpo, Hom & Dong Architects
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Contract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 12/01/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager or superintendent, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 8,525.00 ("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

Benjamin Dalmager

CONTRACTOR

Opus West Construction Corporation

By:

Jeffrey B. Smith
(Print Name)

Vice President of Construction

(Title)

(Date)

14 OCT 08

SUBCONTRACTOR

Capitol Builders Hardware Inc

By:

Kirk Karaczoff
(Print Name)

(Title)

(Date)

V.P.

10/14/08

RECEIVED

OCT 01 2008

CAPITOL BUILDERS HARDWARE

OCT 15 2008

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Capitol Builders Hardware Inc dated 09/16/2008. 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 0810000 (Doors, Frames & Hardware) work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

Description	Number	Date
This Subcontract Agreement		09/16/2008
Project Drawings		
Fire Sprinkler Plan - LFR T1	I	08/22/2008
Exit Plan - LFR T1	A0.1	08/22/2008
Partial Demolition Plan - LFR T1	A1.1	08/22/2008
Partial Floor Plan - LFR T1	A2.1	08/22/2008
Partial Dimension Plan - LFR T1	A2.2	08/22/2008
Door & Window Schedule - LFR T1	A2.3	08/22/2008
Door & Window Schedule - LFR T1	A2.3	09/04/2008
Partial Finish Plan - LFR T1	A2.4	08/22/2008
Casework - LFR T1	A5.1	08/22/2008
Partial Reflected Ceiling Plan - LFR T1	A6.1	08/22/2008
Details - LFR T1	A9.1	08/22/2008
Cover Sheet - LFR T1	CS	08/22/2008
Electrical Symbol Legend, General Notes, Lighting Details & One Line Diagram - LFR T1	E1.0	08/22/2008
Power, Signal Plan & Panel Schedules - LFR T1	E1.1	08/22/2008
Lighting Plan, Fixture Schedule, Mandatory Measures - LFR T1	E2.0	08/22/2008
Title 24 Compliance - LFR T1	E2.1	08/22/2008
Schedules, Notes, Legends, Index and Details - LFR T1	M1.1	08/22/2008
Partial First Floor Mechanical Plan - LFR T1	M2.1	08/22/2008
Site Plan Reference - LFR T1	R1	08/22/2008
Supplemental Design Documents		
Opus West Construction and Opus West Management Contractor Rules and Regulations - 8.25.08		08/25/2008
Other Documents		
Opus Group - Special Conditions of Subcontract, Division 1 - West, June 2005 Edition, Opus Corporate Center - LFR T1 Revised 08/22/08		8/22/2008
Opus Group - General Conditions of Subcontract, Division 1 - June 2005 Edition		6/1/2005
Opus Group - Supplemental General Conditions of Subcontract, Division 1 - West, June 2005 Edition		6/1/2005

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

Modifications and Clarifications

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

1. Provide all layout necessary for this work.
2. Coordinate material deliveries and onsite storage with the Contractor's Field Superintendent.
3. Clean up: All subcontractors shall be responsible for their own clean up on a daily basis.
4. Include all labor, materials, equipment, and construction methods necessary to meet the construction schedule duration and time frames. Weekend work will be performed, at no cost to Contractor, due to weather delay, that does not allow this Subcontractor to meet a forty (40) hour work week minimum.
5. Subcontractor is required to keep apprised of the progress of the work and to perform their work in order to maintain Contractor's project schedule.
6. Provide all loading, unloading, scaffolding and hoisting necessary for your portion of the work.
7. Subcontractor is to coordinate their scope of work with all other trades on the jobsite.
8. Subcontractor shall furnish and install all doors, frames and hardware per the Contract Documents.
9. Subcontractor shall verify existing door frame installations for plumbness and door swing. Subcontractor shall notify Contractor's Field Superintendent immediately with any discrepancies.
10. Subcontractor shall field modify door length as necessary to match floor profile for a uniform fit.
11. Subcontractor to furnish and install Mortise passage sets at all office doors.

12. Subcontractor to furnish and install knock-down aluminum door frames in clear anodized finish.
13. Subcontractor to abide by Opus West Management Corporation Contractor Rules & Regulations, specifically item #40 which explains that, "Work hours on all Tenant Improvements shall be between the hours of 4:00 am to 12:30 pm."

The Work of this Subcontract excludes the following:

1. Bond
2. General Building Permit
3. Electrical Connections and wiring
4. Caulking

2. Schedule.

Schedule Clarifications

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

2. In accordance with LFR TI Schedule dated 9/15/08.

3. Subcontract Sum Breakdown.

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Amount
11118.13	LFR TI	LFR Tenant Improvement	\$8,525.00
Total Subcontract Sum			\$8,525.00

Subcontract Summary

Name	Account Code	Amount
Doors/Frames/Hdwe - Subcontract	11118.13-F10-08100.00-S	\$8,525.00
Total Subcontract Sum		\$8,525.00

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 **Capitol Builders Hardware Inc** dated 09/16/2008. 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

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.

294543

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 Capitol Builders Hardware Inc dated 09/16/2008. 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. Subcontractor's Insurance. Subcontractor will purchase and maintain the insurance described in this paragraph 1.

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

INSURANCE COVERAGE

MINIMUM LIMITS

Workers' Compensation

Statutory Limits

Employer's Liability, including "Stop Gap" coverage and USL&H if applicable

\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee

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

\$5,000,000 each occurrence
\$5,000,000 products/completed operations aggregate
\$5,000,000 general aggregate (minimum \$2,000,000 per project)

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

\$2,000,000 each occurrence
\$2,000,000 products/completed operations aggregate
\$2,000,000 general aggregate (per project)

Commercial Automobile Liability

\$1,000,000 any one accident or loss

Professional Liability/Errors & Omissions
(Applies if Subcontractor is providing engineering or design services)

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

Contractor's Pollution Liability
(Applies if Subcontractor is providing any of the following as part of the Work):

Demolition; Fuel Providers

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

Excavation and subterranean Work;
transporting of regulated or hazardous substances

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

Asbestos. Lead or Mold Abatement

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

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

- (a) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (b) The Commercial General Liability insurance and Umbrella/Excess Liability Insurance must (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a \$2,000,000 minimum general aggregate limit of liability on a per project basis and (vi) include Contractor and Owner (and others as specifically required by the Subcontract Documents) as "additional insureds." The "additional insureds" endorsements to Subcontractor's Commercial General Liability policy will be on ISO Forms GC 20 10 07 04 and GC 20 37 07 04 or equivalent and will include coverage for ongoing and complete operations. The additional insured endorsement form numbers must be listed on the insurance certificate. If the endorsement is not written on an "ISO" form, the endorsement(s) must be attached to the certificate of insurance. Subcontractor's General Liability and Umbrella/Excess insurance policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Contractor or Owner.
- (c) The Commercial Automobile Liability insurance must include coverage for all owned, hired and non-owned automobiles.
- (d) Professional Liability/Errors & Omissions, if applicable to the Subcontractor's Work, must be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.
- (e) Contractor's Pollution Liability insurance, if applicable to the Subcontractor's Work, will (i) be maintained for a period of two years after the completion of the Work, (ii)

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

- (f) All insurance policies required under this Paragraph 1 must (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required under this Paragraph 1, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (g) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance must be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties' status as "additional insureds".
- (h) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required under this Paragraph 1 is received by Contractor.
- (i) The insurance coverages and limits required by this Subcontract do not limit the Subcontractor's responsibilities and liabilities specified within the Subcontract Documents or under law.

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

- 2.1 Coverage. Unless otherwise provided in the Subcontract Documents, Contractor will cause builder's risk insurance to be purchased and maintained with a "causes of loss" or equivalent policy form covering work to be performed by Contractor (including those working for or under Contractor) at the Project Site to the full insurable value thereof, on a replacement cost basis and subject to reasonable deductibles. Covered "causes of loss" means risks of direct physical loss or damage to covered property unless specifically excluded or limited under the policy. This insurance will include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in respect to the work to be performed by Contractor at the Project, and shall insure against perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, windstorm, temporary falsework, shoring and forms and debris removal, and such other matters as are insured against in the form of the policy maintained by Contractor. Unless specifically provided in writing, such insurance will not include coverage for any property, structure(s) and contents (whether real or personal) owned by the Owner or third parties existing as of commencement of Contractor's work or otherwise. Contractor will carry earthquake and flood insurance if Contractor deems it appropriate.
- 2.2 Waiver of Subrogation. To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Contractor or Owner or their respective subcontractors and agents, Contractor and Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.
- 2.3 Appointment of Deductible. If (i) the Project suffers an insurable loss, (ii) the loss is due in part to the negligence of Subcontractor and (iii) an insurance deductible amount (not to exceed 10,000.00) is applied to the loss payable under builder's risk or other property insurance applicable to the Project, Subcontractor will be liable to Contractor for the deductible amount; however, Contractor may, in its discretion, apportion the deductible amount among other parties responsible for the loss. Subcontractor will promptly pay Contractor, upon demand, for any such deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor under the Subcontract. Neither Contractor nor Owner represents that builder's risk or property insurance, if any, applicable to the Project or the Work is adequate to protect the interests of Subcontractor. It is Subcontractor's obligation to determine whether it should purchase and maintain supplementary property insurance to protect its interests in the Work.
- 2.4 Loss Payable. Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.
- 2.5 Personal Property. Subcontractor hereby releases Contractor and Owner from all claims for loss or damage to or loss of use of Subcontractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Subcontractor deems appropriate. Subcontractor shall require a similar release by Sub-subcontractors. In addition, if Contractor permits Subcontractor to use tools, equipment or other personal property that is owned, leased or otherwise in Contractor's possession Subcontractor's use will be at its sole risk and Subcontractor will indemnify Contractor against any claims and/or damages, including but not limited to attorney's fees and court costs, arising out of Subcontractor's use of the tools, equipment or other personal property.

END OF RIDER C



SUBCONTRACT CHANGE ORDER

Change Order Date: 11/17/2008

Change Order #: 1

To Subcontract Agreement dated: 09/16/2008

TO: Capitol Builders Hardware Inc
4699 24th Street
Sacramento, CA 95814

0810000 (Doors, Frames & Hardware)

CON-11118.13-11

0810000

PROJECT: LFR TI

1410 Rocky Ridge Road, Suite 330
Roseville, CA 95661

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor to furnish and install two (2) card reader systems in LFR Tenant Improvement. Card reader systems to be compatible with Standard 26 bit Wiegand reader type. Refer to Quotation No. 106924 dated 10/14/08.	\$6,198.00
2	Subcontractor to furnish and install electrical hardware for card reader systems in LFR Tenant Improvement in accordance with Quotation No. 106924 dated 10/14/08.	\$2,082.00
3	Terms and Conditions of original subcontract to remain unchanged.	\$0.00
		<u>\$8,280.00</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
11118 13-F10-08100.00-S	\$8,525.00	\$8,280.00	\$16,805.00
	<u>\$8,525.00</u>	<u>\$8,280.00</u>	<u>\$16,805.00</u>
Original Contract Amount.....			\$8,525.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$8,280.00
Contract Amount to Date.....			<u>\$16,805.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Capitol Builders Hardware Inc

Printed Name

Date

Printed Name

Date

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

FT: 7280
IN: 1000
8280

RECEIVED

NOV 20 2008

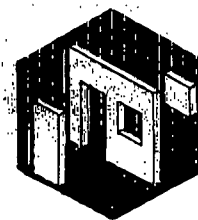
CAPITOLBUILDERSHARDWARE

C A P I T O L

BUILDERS HARDWARE, INC.

CONTRACT & INDUSTRIAL**SALES DIVISION**

4699 24th Street
Sacramento, CA 95822
(916) 451-2821
Fax (916) 451-7882

**PROPOSAL****10784**

Sales Order #: 142046
Date : 14 OCT 2008
Account : OPU150
Page No. : 1

Customer:
OPUS WEST CONTSTRUCTION CORP
LFR TI
180 PROMENADE CIRCLE #115
SACRAMENTO, CA 95834

Ship to:
OPUS WEST CONTSTRUCTION CORP
LFR TI
Attn: Ben Dahlager
Fax: 928-7509

Salesperson : 02 Customer PO #: CHANGE ORDER S/VIA: CBH - DELIVER
Customer Job#: Terms: Net 30 days

Qty	Product Description	Unit Price	Extension
	Door #322		

1 HM Frame 3/0 x 8/10 6" 16ga weld MP anchors, UL label

Furnish and Install New HM Frame as per Dominic's
Directive @Dr. #322
CBH Proposal #10784

This change has been incorporated into our scope of work.
Please forward the appropriate change order paperwork.

Product Sub-total	201.25
Freight	55.00
Installation	180.00
SALES TAX SACRAMENTO COUNTY @7.750%	15.60
Total	451.85

Quote Valid for 30 days.

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on date of quotation and are subject to change by Seller before final acceptance.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

Signature

Capitol Builders Hardware

ACCEPTANCE: The above prices for the products or services described are satisfactory and are hereby accepted.

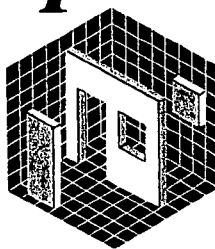
Signature

Company Name

To confirm order sign & return white acceptance copy.

C A P

BUILDERS HARDWARE, INC.



I T O L

SOLD TO OPUS WEST CONSTRUCTION CORP
 180 PROMENADE CIRCLE #115
 SACRAMENTO CA 95834

**CONTRACT & INDUSTRIAL
 SALES DIVISION**

4699 24TH STREET
 SACRAMENTO, CA 95822
 (916) 451-2821
 FAX (916) 451-7882

2418

INVOICE



JOB NUMBER	JOB NAME	DATE
08-4412-03	PRJ #11118.13	4/21/2009
JOB LOCATION	LFR T.I.	

BASE CONTRACT	FINISH HARDWARE, ALUMINUM FRAMES, WOOD DOORS, INSTALLATION	\$ 8,525.00
CONTRACT CHANGE	CHANGE ORDER #1	\$ 8,280.00
	CHANGE ORDER #2	\$ 451.85
		\$ -
NET CONTRACT		\$ 17,256.85

100% COMPLETED	\$ 17,256.85
TOTAL VALUE COMPLETED	\$ 17,256.85
LESS 10% RETURNED	\$ 1,725.69
TOTAL VALUE EARNED	\$ 15,531.16
PREVIOUS UNPAID BILLING	\$ 15,124.50
PREVIOUS PAYMENT	\$ 406.66
TOTAL AMOUNT DUE AND PAYABLE THIS PROGRESS PAYMENT	

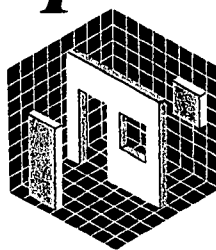
TERMS: NET 30 DAYS. OF FINANCE CHARGE OF 1% WHICH IS AN ANNUAL PERCENTAGE RATE OF 12% WILL BE APPLIED TO ALL PAST DUE ACCOUNTS. THE BUYER PROMISES TO PAY ALL COSTS OF COLLECTION AND REASONABLE ATTORNEY'S FEES, INCLUDING COST AND ATTORNEY'S FEES INCURRED ON APPEAL.

RETURN MERCHANDISE POLICY: All returns must be within (10) days of receipt to avoid any return charges. After ten (10) days from date of pickup, all returns are subject to a twenty-five percent (25%) handling charge, pending inspection of the returned goods. NO RETURNS ARE ACCEPTED AFTER THIRTY (30) DAYS WITHOUT SPECIAL AUTHORIZATION. NO RETURNS WILL BE MADE WITHOUT A COPY OF THE ORIGINAL SALES SLIP!!!

Any non-stock material that is special ordered is not cancellable once in production, or returnable. Careful consideration should be used in ordering these types of items.

C A P

BUILDERS HARDWARE, INC.



I T O L

SOLD TO OPUS WEST CONSTRUCTION CORP
 180 PROMENADE CIRCLE #115
 SACRAMENTO CA 95834

**CONTRACT & INDUSTRIAL
 SALES DIVISION**

4699 24TH STREET
 SACRAMENTO, CA 95822
 (916) 451-2821
 FAX (916) 451-7882

2419

INVOICE



JOB NUMBER	JOB NAME	DATE
08-4412-04	PRI #11118 13	4/21/2009
JOB LOCATION	LFR T.I.	

BASE CONTRACT FINISH HARDWARE, ALUMINUM FRAMES, WOOD DOORS, INSTALLATION	\$ 8,525.00
CONTRACT CHANGE ORDER #1	\$ 8,280.00
CHANGE ORDER #2	\$ 451.85
	\$ -
NET CONTRACT	\$ 17,256.85

100% COMPLETED	\$ 17,256.85
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PREVIOUS PAYMENT	
	RETENTION \$ 1,725.69
TOTAL AMOUNT DUE AND PAYABLE THIS PROGRESS PAYMENT	

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Law Offices of
William L. Baker
Attorney At Law
1050 Fulton Avenue, Suite 218
Sacramento, CA 95825

Phone: (916) 978-0772

Facsimile: (916) 481-5080

VIA FEDERAL EXPRESS OVERNIGHT DELIVERY

November 4, 2009

Opus West Corporation, Et Al.
C/o BMC Group
18750 Lake Drive East
Chanhassen, MN 55317

Creditor: Capitol Builders Hardware, Inc.

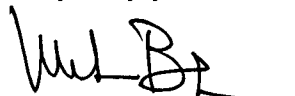
Debtor: Opus West Construction Corporation

To Whom It May Concern:

Enclosed is an originally executed Proof of Claim and supporting documents to be filed by Capitol Builders Hardware, Inc. in connection with the above-referenced debtor. We have also enclosed a copy of the Proof of Claim and a Federal Express pre-paid shipping label and Federal Express envelope to forward to our office evidencing receipt and filing of the Proof of Claim.

If you have any questions regarding the above, feel free to contact my office.

Very truly yours,



WILLIAM L. BAKER

WLB:jct
enclosures