Some of Desire Some of Creditor (the person or other entity to whom the debtor ower sonesy or property).	B 10 (Official Form 10) (12/08)		
Opus West Construction Corporation NOTE: This from should on the sead or make a claim for an administrative expense arising after the commencement of the case. A request for payment of administrative expense may be filted pursuant to 11 U.S.C. § 503. Name of Creditor (the person or other entity to whom the debtor owes money or property): Check this box to indicate that this Nengency Contracting, Inc. 1930 Watson Way, Vista, CA 92081 NOV 0.9 2009 Telephone number: (760) 599-4459 BMC GROUP Gline with the contracting, Inc. 1930 Watson Way, Vista, CA 92081 NOV 0.9 2009 Fild on: Court Claim Number: (760) 599-4459 BMC GROUP Gline with the court of the case of the court of th	UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Amount of Claim as of Date Case Filed: If all or part of your claim is secured, complete item 5. If all or part of your claim is secured complete item 5. Check this box if you are aware that anyone cic has filed a proof of claim. If all or part of your claim is secured to priority, complete item 5. Check this box if you are aware that anyone cic has filed a proof of claim. If all or part of your claim is secured, complete item 5. Check this box if you are aware that anyone cic has filed a proof of claim item 4. If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is secured, complete item 5. Check this box if you are aware that anyone cic has filed a proof of claim item 4. If all or part of your claim is secured, complete item 5. Check this box if you are aware that anyone cic has filed a proof of claim item 4. If all or part of your claim is secured, complete item 5. Check this box if you are aware that anyone cic has filed a proof of claim item 4. If all or part of your claim is secured, complete item 5. Cheek this box if you are aware that anyone cic has filed a proof of claim item 4. If all or part of your claim is secured, complete item 5. Check this box if you are aware that anyone cic has filed a proof of claim item 4. If all or part of your claim is secured or other charges in addition to the principal amount of claim. Attach itemized your part of your claim is entered to retain 4. Check this box if you are aware that anyone cic has filed a proof of claim. If all or part of your claim is extended to priority, complete item 5. Check this box if you are the debtor or trustee in this case. If all or part of your claim is counced complete item 5. Check this box if you are aware the debtor or trustee in this case. If all or part of your claim is counced to part charges in addition to the principal amount of claim. If all or part of your claim is case. Amount of a claim includ	Name of Debtor: Opus West Construction Corporation	Case Number 09-3436	er: 0-11
Same of Creditor (the person or other entity to whom the debtor owes money or property):		of the case. A i	equest for payment of an
Telephone number: Telephone number: Telephone number: Check this box if you are aware that a growne dete has filed a proof of clair relating to your chaim. Attach copy statement giving particulars.	Name of Creditor (the person or other entity to whom the debtor owes money or property): Regency Contracting, Inc. Name and address where notices should be sent: Regency Contracting, Inc.	claim am claim.	ends a previously filed
Name and address where payment should be sent (if different from above): Check this box if you are aware that anyone clase has filed a proof of clair reliant to your claim. Attach operation of the particulars.	NUV 0.9 ZUUS Telephone number:		
Telephone number: Telephone number: 1. Amount of Claim as of Date Case Filed: S. 203,826.92 If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. Basis for Claim: Drywall Construction (See instruction # on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: (See instruction #3 an reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Value of Property or right of setoff: Real Estate Motor Vehicle Observibe: Value of Property: Annual Interest Rate 6. Amount of arrearage and other charges as of time case filed included in secured claim, (If any: S. Basis for perfection: Amount of secured Claim: S. Amount Unsecured: S. 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, fiemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Amount of Secured Claim: S. Amount Office of See instruction? and definition of "redacted" on reverse side.) ONOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER Signature: The person filing this claim must size it is Sign and print name and title, if any, of the creditor or after the dead of adjustment.	(760) 599-4459 BMC GROUP	Filed on:	
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Domestic support obligations under II U.S.C. \$507(a)(1)(A) or (a)(1)(B) as lasts four digits of any number by which creditor identifies debtor: 3. Last four digits of any number by which creditor identifies debtor: (See instruction #2 on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: Real Estate	☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized	J	priority of the claim.
See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: 3a. Debtor may have scheduled account as: (See instruction #3 on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: □ Real Estate □ Motor Vehicle □ Other Describe: Value of Property:S			
3a. Debtor may have scheduled account as: See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Ascured Property or right of setoff: Real Estate Motor Vehicle Other Describe: Value of Property: Amount of arrearage and other charges as of time case filed included in secured claim, if any: Amount of Secured Claim: Amount of Secured Claim: Amount of Secured Claim: Amount of Secured Claim: Amount of Ill payments on this claim has been credited for the purpose of making this proof of claim. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER Assurance of the benkruptcy betition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(7). Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(B). Amount entitled to priority: *Amount entitled to priority: *Amount are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to case scommenced on or after the date of adjustment. *Amount are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to case scommenced on or after the date of adjustment.	2. Basis for Claim: Drywall Construction (See instruction #2 on reverse side.)	11 U.S.C	. §507(a)(1)(A) or (a)(1)(B).
Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: Value of Property:S Annual Interest Rate% Amount of arrearage and other charges as of time case filed included in secured claim, if any: S Basis for perfection: Amount of Secured Claim: S Amount Unsecured: S 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER If the documents are not available, please explain: Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(8). Amount entitled to priority: *Amounts are subject to adjustment on 41/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. *Amounts are subject to adjustment on 41/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. *FOR COURT USE ONLY OF The Property of the creditor or services for the priority of the creditor or services for personal, family, or the creditor or	3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested	to \$10,95 before fi petition of business,	50*) earned within 180 days ling of the bankruptcy or cessation of the debtor's whichever is earlier – 11
Value of Property:\$	Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other	plan – 11	U.S.C. §507 (a)(5).
Amount of Secured Claim: \$ Amount Unsecured: \$ Governmental units - 11 U.S.C. §507 (a)(8). 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. *Date: Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or FOR COURT USE ONLY FOR COURT USE	Amount of arrearage and other charges as of time case filed included in secured claim,	purchase, or service household	lease, or rental of property s for personal, family, or
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. *Torrow Court Use Only 15 for Court Use Only 15 for Court Use Only 15 for Court Use Only 16 for Court Use Only 16 for Court Use Only 16 for Court Use Only 17 for Court Use Only 18			
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. *Date: Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or FOR COURT USE ONLY	 Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of 	☐ Other – S of 11 U.S	.C. §507 (a)().
Date: Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or	DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.	4/1/10 and ev respect to cas	ery 3 years thereafter with ses commenced on or after
address above. Attach copy of power of attorney, if as	other person authorized to file this claim and state address and telephone number if different from the address above. Attach copy of power of autorney, if a	editor or	FOR COURT USE ONLY

Debtor: Opus West Construction Corporation

Case No.: 09-34360-11

Creditor: Regency Contracting, Inc.

SUMMARY OF DOCUMENTS IN SUPPORT OF PROOF OF CLAIM

Total Amounts Due and Outstanding

Horizon Tech Center Shell \$67,189.20 Lockheed Martin Tenant Improvement \$134,882.82 Opus Point IV \$1,754.90

> \$203,826.92 Total Claim

(See contract details below)

Contract: Horizon Tech Center Shell - Installation of metal stud framing and drywall

Original Price: \$287,670.00

Additions:

Change Order 1	3060.00
Change Order 2	22,914.00
Change Order 3	1,008.00
Change Order 4	27,345.00
Change Order 5	6,620.00
Change Order 6	1,080.00
Change Order 7	<u>18,276.00</u>
Total Price for Project	\$381,916.50
Total Payments	(\$314,727.30)
Due and Outstanding	\$67,189.20

Contract: Lockheed Martin Tenant Improvement - Installation of metal stud framing and drywall

Original Price:

\$471,020.00

Additions:

Change Order 1	No change in price
Change Order 2	6,380.00
Change Order 3	22,674.00
Change Order 4	16,720.00
Change Order 5	56,303.00
Change Order (Unsigned)	1,080.00
Change Order 10-13	2,288.02
Change Order 14	8,484.40

Total Price for Project

\$584,949.42

Total Payments

(\$450,066.60)

Due and Outstanding

\$134,882.82

Contract: Opus Point IV – Installation of metal stud framing and drywall

Original Price:

\$19,600.00

Deduction:

Change Order 1

(\$2,051.00)

Total Price for Project

\$17,549.00

Total Payments

(\$15,794.10)

Due and Outstanding

\$1,754.90

HORIZON TECH CENTER DOCUMENTS



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name:

Regency Contracting, Inc.

Street

Address:

1930 Watson Way, Ste. J

City, State

& Zip:

Vista, CA 92081

DOC# 2009-0268693

MAY 20, 2009

3:48 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 14,00

NOTICES:

PAGES:

1



Space above this line for Recorder's use

MECHANIC'S LIEN

(Claim of Lien)

Regency Contracting, Inc., referred to this claim of Lien as the Claimant, claims a

mechanic's lien for the labor, services, equipment and/or materials described to work of improvement upon that certain real property located in the City of: San Diego , State of California and described as follows: 10301 Meanley Drive, San Diego, CA 92131	below, furnished for a San Diego , County of Horizon Tech Center
	, together with interest , is due Claimant for the Furnish and installed
The name of the person or company by whom Claimant was employed, or whom claimant was employed.	om Claimant furnished the labor,
The name(s) and address(es) of the owner(s) or reputed owner(s) of the real principles. Limited Parnership. 10350 Bren Road West, Minnetonka, MN 55343	property is/are: Sequoia Realty
Name of Claimant: Regency Contra	Project Manager
Vérification I, the undersigned, delcare: I am the Project Manager of Regence he Claimant named in the foregoing claim of mechanic's lien: I am authorized or the Claimant; I have read the forgoing claim of mechanic's lien and know the same is true to my own knowledge.	to make this Verification
declare under penalty of perjury under the laws of the State of California that	the forgoing is true and correct
5/20/2009	- 1- Cace

Regency Contracting, Inc.

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

OPUS WEST CONSTRUCTION 2050 MAIN STREET SUITE 800 IRVINE, CA 92614

DATE:

8/20/2008

INVOICE #

1324

1338

INVOICE

JOB:

HORIZON TECH CENTER SAN DIEGO, CA

ATE	DETAILS	P.O. #	
	WRAP BEAMS IN CORE OF EACH BUILDING AS PER RICK AND ANDREW	F.O. #	CHARGES
	BLDG A		
	LABOR 93 HRS@ \$40/HR		£ 0.700
	MATERIAL 900LF OF STUDS, 18 SHEETS 5/8		\$ 3,720. \$ 945.
	BLDG B	1	Ψ 945.
	LABOR 98 HRS@ \$40/HR	1	
	MATERIAL 970LF OF STUDS, 19 SHEETS 5/8		\$ 3,920.0
		1	\$ 1,004.
	BLDG C LABOR 87 HRS @ \$40/HR	1	
	MATERIAL 840LF OF STUDS, 16 SHEETS 5/8	1	\$ 3,480.0
	1 10 01 01 01 01 01 01 01 01 01 01 01 01	1	\$ 874.0
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otals:

\$ 13,943.50

Please pay this amount: Terms: DUE ON RECEIPT

When sending payment, include the invoice number on the check. Thank you.

Regency Construction

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

EXTRA WORK AUTHORIZATION

DATE	5/22/08	
CONTRACTOR	OPUS NO.	
JOB NAME	Horizon TecH	
JOB ADDRESS	1-6017	
	Bldg. A,B,C,	
SATISFY H me Frame, 35/8 Dog Diverter-	DEAMS drew + Rick IN meeting and inspector. 3 23 hows per Blds hang + tape Total 278-man hour +TRACK Strips +10 - 140 pcs-	J.
Dryugul -	- 7 le pcs. - TRACK - LEO PCS.	
0 70 4A	STUD + TRACK - LEO PCS.	
LABOR MATERIAL STUR EQUIPMENT	Jen Inspecten needed to wife Portals Total Man hours 278 hours diverter, Drywan, tage + no \$2,82350	
SUBS	OWCC Supt. acknowledges that work was completed. OWCC Supt. does not	
	acknowledge unit prices or cost.	
ACCEPTED BY	PLUS 15% O& P	
Paffer	GRAND TOTAL	
COMPANY NAME	STANDARD LABOR \$62.50/HR MATERIAL, EQUIPMENT, SUBS COST +15% ADDITIONAL MOVE-ONS \$400	



THE OPUS GROUP
ARCHITECTS
CONTRACTORS

OPUS ARCHITECTS & ENGINEERS, INC.

A member of The Opus Group

10350 Bren Road West

Minnetonka, MN 55343

Phone: 952-656-4444

Fax: 952-656-4529

www.opuscorp.com

FIELD BULLETIN

To:

Opus West Construction Corp 2050 Main Street, Suite 800

Irvine, CA, 92614

Date:

05/15/08

Design No.

A567310

Project Title:

Horizon Tech Center

Attention:

Andrew Ranallo

Bulletin No.

AB17

A - Architectural, S - Structural, M - Mechanical

E - Electrical, L - Landscape, C - Civil, I - Interior

Sheet:

c

of **5**

Sheets

ITEM NO

DESCRIPTION

 Metal Framing Revisions/Clarifications for Walls and Ceilings. See Attached Sheets 2-5 for Additional Information.

Distribution:

Issued By:

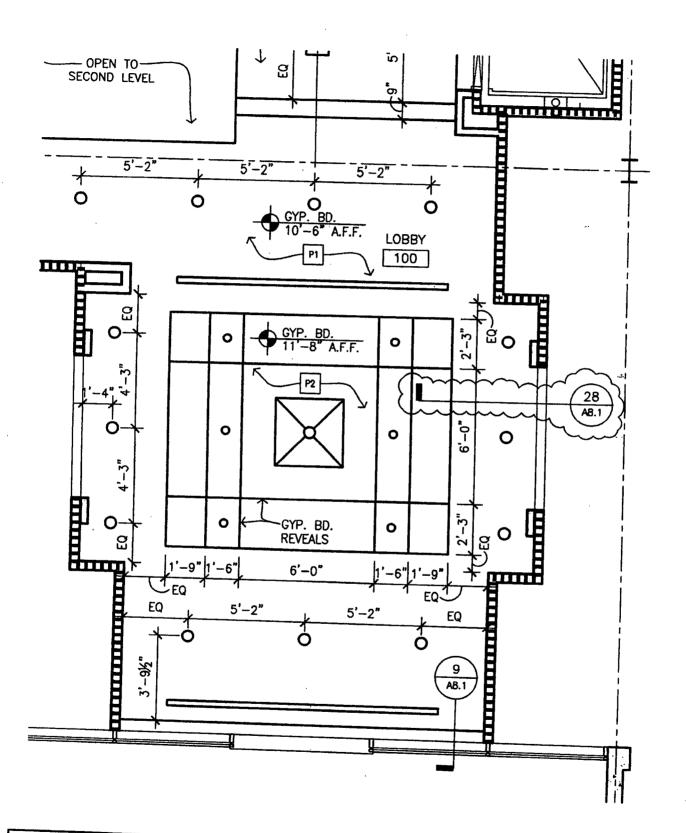
Jeff Ellingson

Approved by:

(Project Manager must sign to be implemented)

Project Manager

Date



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	OPL	K
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OPUS Architects & Engineers, inc. 1035) Bren Road West Minnetonka, Minnesota 55343

A567310

DATE 05/15/08

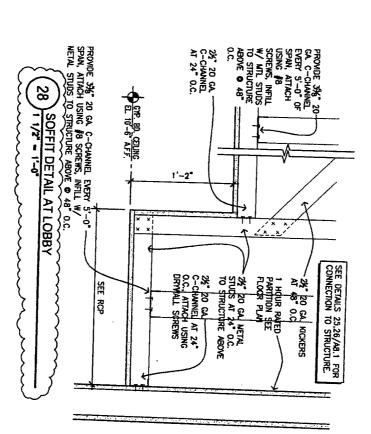
AB17

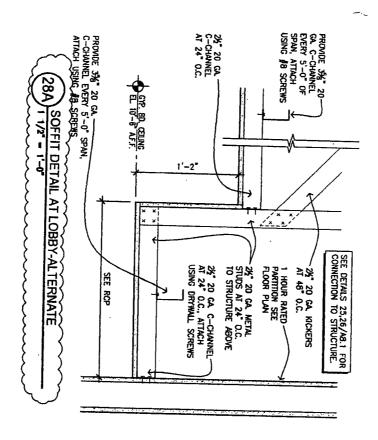
SHEET: 2 OF 5 SHEETS
AFF SHEET #: A9.1

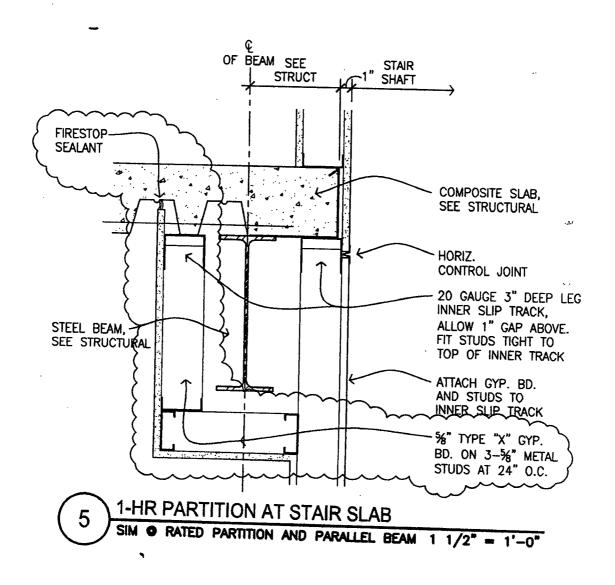


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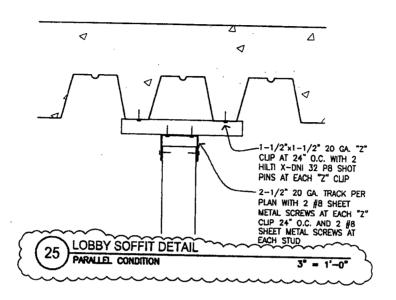
OPUS Architects & Engineers, inc. 10350 Bren Road West Minnetonka, Minnesota 55343

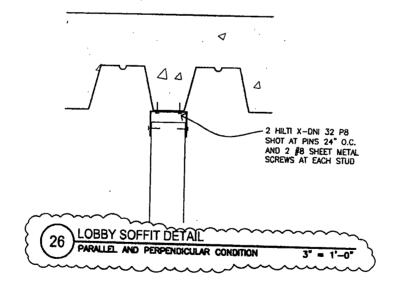
A567310

DATE 05/15/08

RED QUIEN AB17

SHEET: 5 OF 5 SHEETS





05/15/08

Regency Contracting, Inc.

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

August 4, 2008

Opus Construction

Attn:

Chad Cochran

Re:

Horizon Tech Center

San Diego, CA

CHANGE ORDER NUMBER THREE

Regency Contracting, Inc. agrees to complete to following scope of work, with exceptions, in a timely manner providing all material, equipment and insurances as outlined below.

SCOPE OF WORK:

Wrap beams in core area of building as per Rick and Andrew

BLDG A		
Labor 93 hrs @ \$40/hr	s	3,720.00
Material 900lf of studs 18 sheets 5/8" drywall BLDG B	\$	-
Labor 98 hrs @ \$40/hr	s	3,920.00
Mateiral 970lf of studs, 19 sheets 5/8" drywall BLDG C		1,004.50
Labor 87 hrs @ \$40/hr	æ	2 490 00
Material 840lf of studs, 16 sheets 5/8" drywall	 \$	3,480.00 874.00

INSURANCE: Regency Contracting, Inc. provides the following insurance: Workers Compensation per state requirements. Liability Insurance \$2M General Aggregate, \$1M umbrella, Waiver of Subrogation add \$150.

\$ 13.943.50

BASE BID:

PAYMENT TERMS:	As per contract
Accepted by	Date



MAR 19 2008

Horizon Tech Center / 10262.00 See Subcontract Sum Breakdown /Drywall Regency Contracting Inc. / Jeff Cole Contact Phone # Contact Fax #

Payment Terms: Standard

OPUS WEST-IRVINE

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 07th day of March, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2050 Main St., Suite 800, Irvine, CA 92614, and Regency Contracting Inc. ("Subcontractor") with its office located at 1930 Watson Way, #J, Vista, CA 92081.

Contractor and Subcontractor agree as follows:

- Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A"
- Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Horizon Tech Center ("Project"), located at 10301 Meanly Drive, San Diego, CA 92131 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
- Owner. The Owner of the Project is Opus West Corporation ("Owner").
- Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect of Record:

Opus Architects & Engineers

Civil Engineer:

PRS&J

Structual Engineer of Record:

Opus Architects & Engineers, Inc.

- 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.
- Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 07/09/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
- Contractor shall pay Subcontractor the sum of \$ 287,670.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery Subcontract Sum. 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".
- 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 manage Andrew Ranailo CONTRACTOR **OPUS West Construction Corporation**

Jeffery J. (Print Namc)

Vice President of Construction

(Title)

(Date)

SUBCONTRACTOR Regency Contracting

(Date)

ORIGINAL

Fire Protection Specification		15300	05/09/2007
Plumbing Specification		15400	05/09/2007
Heating, Ventilating, and Air Conditioning Specification		15500	05/09/2007
Energy Management System Specification		15800	05/09/2007
Electrical Specification		16000	05/09/2007
Fire Tested Assemblies and Penetrations	٠	A_AC.1	11/15/2007
Architectural Site Plan		A_A1.1	11/15/2007
Site plan Details		A_A1.2	11/15/2007
First Level Floor Plan	1	A_A2.1	11/15/2007
Second Level Floor Plan		A_A2.2	11/15/2007
Roof Plan		A_A2.3	11/15/2007
Enlarged Floor Plans		A_A2.4	11/15/2007
Exterior Elevations		A_A3.1	11/15/2007
Wall Sections		A_A4.1	11/15/2007
Stair and Elevator Sections		A_A4.2	11/15/2007
Details		A_A5.1	11/15/2007
Partition Schedule and Details		A_A6.1	11/15/2007
Door Schedule and Hardware Groups		A_A6.2	11/15/2007
Interior Elevations		A_A7.1	11/15/2007
Interior Details		A_A8.1	11/15/2007
Reflected Ceiling plans		A_A9.1	11/15/200 <u>7</u> ;
Enlarged Finish Plans		A A10.1	11/15/2007
Schedule, Notes, Legend, Details and T-24		A_M1.0a	11/15/2007
Site Plan and Equiptment Pad Layout		A_M1.1a	11/15/2007
Mechanical HVAC 1st Floor Plan		A_M2.1a	11/15/2007
Note Sheet		A_E1.1	11/15/2007
Title 24		A_E1.2	11/15/2007
Lighting Detail Sheet		A_E1.3	11/15/2007
Site Plan Utility		A_E2.1	11/15/2007
Site Plan Lighting		A_E2.2	11/15/2007
First Floor Lighting Plan		A_E3.1	11/15/2007
First Floor Power Plan		A_E3.2	11/15/2007
Second Floor Lighting Plan		A_E4.1	11/15/2007
Second Floor Power Plan		A_E4.2	11/15/2007
Roof Plan		A_E5.1	11/15/2007
Single Line Diagram and Panel Schedules		A_E6.1	11/15/2007
Detail Sheet		A_E7.1	11/15/2007
Detail Sheet #2		A_E7.2	11/15/2007
Detail Sheet #3		A_E7.3	11/15/2007
Grading Plans		1-D	10/23/2007
Grading Plans		2-D	10/23/2007

Grading Plans	3-D	10/23/2007
Grading Plans	4-0	10/23/2007
Grading Plans	5-D	10/23/2007
Detail Sheet Plan	6-D	10/23/2007
Erosion Control Plan	7-D	10/23/2007
Retaining Wall Profile	8-D	10/23/2007
Private Water Plans	9-D	10/23/2007
Private Water Plans	10-D	10/23/2007
Storm Drain and Sewer Plan	11-D	10/23/2007
Striping Plans	12-0	10/23/2007
Demolition Plan	13-D	10/23/2007
Horizontal Control Plan	14-D	10/23/2007
Horizontal Control Plan	15-D	10/23/2007
Environmental Requirements Sheet	16-D	10/23/2007

Field Bulletins

Date	Number	Name	

N/A

Supplemental Design Documents

Description	Date
Outline Specification	01/12/2007
Development Timoplan	. 04/25/2007
Special Conditions of Subcontract	04/25/2007
Supplemental General Conditions of Subcontract	04/25/2007
General Conditions of Subcontract	04/25/2007
Geotechnical Investigation	01/22/2007

Other Documents

N/A

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

Modifications and Clarifications

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

- A. Subcontractor will provide 3 5/8" 20 gauge metal stads behind curtain wall glass per sheet A5.1 detail 6 in each building.
- B. Subcontractor will provide 6" x 16 gauge flat backing for hand rails, grab bars, and mirrors.
- C. Subcontractor shall provide a level 3 finish at all drywall that received wood panels, level 4 finish on all drywall that receives paint or direct applied wallcovering, and level 5 finish at all drywall collings and notifits.
- D. Subcontractor shall firetape all suite side drywall.
- E. Subcontractor will provide 1/4" fry reglet reveal molding at all ociling reveals noted on plans.
- F. Subcontractor shall custure all wall framing and gyunpsum board is plumb and flat.
- G. Subcontractor shall install all gympsum board at least a half inch (1/2") gap above the finished flooring elevation. This is to help prevent possible fature water on the slab and/or concrete decks from soaking into the gympsum board wall finish. If Subcontractor install gympsum board without a half inch (1/2") gap above the finished flooring elevation and this gympsum board gets damaged by standing water that the gap would have prevented, the replacement of the gympsum board is at the sole cost of the Subcontractor.
- H. Subcontractor will provide 4" 20 gauge kickers and drywall beader at Stains B & C per detail A4.2 at each building.
- Subcontractor will provide framing and gympsom board on both sides of stil stair and elevator shaft walls, restroom walls, telephone room walls, junior closets, and all mechanical and electrical room walls on all floors, including the ranin electrical room on the first floor.
- Subcontractor acknowledges that the Contractor is going for a LEBO Silver rating on the project. Subcontractor will therefore
 meet all the requirements and provide the necessary documentation to meet the LEBO requirements.

This Subcontract excludes the following:

- A. Firestopping and/ or caulking of pipes, conduits, electrical boxes and ductwork.
- B. Wood of any sort.
- C. Performance or Payment Bond.
- D. General Building Permit.
- E. Fire spray and fire safing insulation per Detail 6/A6.1.
- F. Welding.

2. Schodale, Sa-

N/A

Schedule Notes

3. Subcontract Sum Breichdown, T. Charles and J. Sab-

Subcontract Recap

Sub-Job Number	Sub-Jeb Name	Name	Rate
10262,10	Building A	Building A: Gympsum Board Systems	\$95,890.00
10262.20	Building B	Building B: Gyrapsum Board Systems	295,890.00
10262.30	Building C	Building C: Gympsum Board Systems	\$95,890.00
		To	tal \$ 287,670.00

Subcontract Sum Breakdown

Name	Account Code		Amount
Cypsum Board Systems - Subcontract	10262.10-F10-09000.00-S		\$95,890.00
Gypsum Board Systems - Subcontract	10262.20-F10-09000.00-S		\$95,890.00
Gypsum Board Systems - Subcontract	10262_30-F10-09000.00-S		\$95,890.00
		Total	\$287,670.00

. Unit Prices

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

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

Unit Price List

Name	Rate	Quantity UOM
Laborer/Installer	\$43.00	Hour

Mernates

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

Alternates

N/A

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

Alternates Notes

END OF RIDER A

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Regency Contracting Inc. dated 03/07/2008. 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

Section I. 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

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 Indomnitee will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indomnitee. Subject to Subsections (b) and (c) below, Subcontractor's obligations to defend and indomnify (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
- (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 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, 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

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.

504591

Subcontractor's California License No.

659926

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 Regency Contracting Inc. dated 03/07/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of

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, 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 Subcontractor's policies of insurance shall have the following minimum limits, coverage and requirements:

(a) Workers' Compensation

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

Commercial General Liability (Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors)

Commercial General Liability (All Other Subcontractors)

Commercial Automobile Liability

Professional Liability (to the extent required of Subcontractor under the Subcontract Documents)

Statutory Limits

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

\$5,000,000 each occurrence

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

\$2,000,000 each occurrence

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

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

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

(b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the basis.

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

- (c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to coverage for ongoing and completed operations.
- (c) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".
- (g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.
- (h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

2 Contractor's Builder's Risk Insurance,

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

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

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

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

END OF RIDER C



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

MAR 25 2008

RECEIVED

OPUS WEST-IRVINE

Change Order Date:

03/17/2008

Drywall

Change Order #:

1

CON-10262.00-30

To Subcontract Agreement dated:

03/07/2008

See Subcontract Sum Breakdown

TO: Regency Contracting Inc.

1930 Watson Way, #J Vista, CA 92081 PROJECT: Horizon Tech Center

10301 Meanly Drive San Diego, CA 92131

CHANGE DETAILS

Item	Description	
1	Add cement backer board in lieu of 5/8" gypsum board at the stone wainscot and elevator surround.	Amount \$1,020.00
2	Add cement backer board in lieu of 5/8" gypsum board at the stone wainscot and elevator surround.	\$1,020.00
3	Add cement backer board in lieu of 5/8" gympsum board at the stone wainscot and elevator surround.	\$1,020.00
		\$3,060,00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-F10-09000.00-S	\$95,890.00	\$1,020.00	\$96,910.00
10262.20-F10-09000.00-S 10262.30-F10-09000.00-S	\$95,890.00	\$1,020.00	\$96,910.00
10202.30-1 10-09000.00-3	\$95,890.00 \$287,670.00	\$1,020.00	\$96,910.00
	\$287,070.00	\$3,060.00	\$290,730.00
Original Contract Amount			\$287,670.00
Previously Approved Change Orders			\$207,070.00
Amount this Change Order			\$0.00
Amount this Change Order			\$3,060.00
Contract Amount to Date		***************************************	\$290,730.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

OPUS West Construction Corporation

Printed Name

3/19/08

Andrew Ranallo

3/25/08

Date

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

RECEIVED



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

APR 25 2008

OPUS WEST-IRVINE

Drywall

CON-10262.00-30

See Subcontract Sum Breakdown

To Subcontract Agreement dated: TO: Regency Contracting Inc.

03/07/2008

04/22/2008

PROJECT: Horizon Tech Center

10301 Meanly Drive

San Diego, CA 92131

1930 Watson Way, #J Vista, CA 92081

CHANGE DETAILS

Change Order Date:

Change Order #:

Item	Description		Amount
1	Building A: Subcontractor shall provide foiled faced semi-rigid insulation and firesafing. This excludes at flutes of rated walls.		\$2,510.00
2	Building A: Subcontractor shall provide batt insulation per the drawings and the document dated July 17, 2007 which highlights additional insulation areas.		\$5,128.00
3	Building B: Subcontractor shall provide foiled faced semi-rigid insulation and firesafing. This excludes at flutes of rated walls.		\$2,510.00
4	Building B: Subcontractor shall provide batt insulation per the drawings and the document dated July 17, 2007 which highlights additional insulation areas.		\$5,128.00
5	Building C: Subcontractor shall provide foiled faced semi-rigid insulation and firesafing. This excludes at flutes of rated walls.		\$2,510.00
6	Building C: Subcontractor shall provide batt insulation per the drawings and the document date July 17, 2007 which highlight additional insulation areas.	÷	\$5,128.00
			\$22,914.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-E10-07203.00-S	\$0.00	\$2,510.00	
10262.10-F10-07204.00-S	\$0.00	\$5,128.00	\$2,510.00
10262.10-F10-09000.00-S	\$96,910.00	. ,	\$5,128.00
10262.20-E10-07203.00-S	\$0.00	\$0.00	\$96,910.00
10262.20-F10-07204.00-S	\$0.00	\$2,510.00	\$2,510.00
10262.20-F10-09000.00-S	\$96,910.00	\$5,128.00	\$5,128.00
10262.30-E10-07203.00-S	\$0.00	\$0.00	\$96,910.00
10262.30-F10-07204.00-S	\$0.00	\$2,510.00	\$2,510.00
10262.30-F10-09000.00-S	\$96,910.00	\$5,128.00	\$5,128.00
10202.00110 00000.00-3	\$290,730.00	\$0.00	\$96,910.00
	\$290,730.00	\$22,914.00	\$313.644.00

Printed On: 04/22/2008



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

Original Contract Amount	\$287,670.00
Previously Approved Change Orders	
Amount this Change Order	
Contract Amount to Date	\$313,644.00
	•

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

ED BAIL

4/23/0g

OPUS West Construction Corporation

Andrew Ranallo

Printed Name

4/12/08

Date

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



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

Change Orde	r Date:	07/30/2008			Drywall
Change Ord	er #:	3			CON-10262.00-30
To Subcontra	ct Agreement dated:	03/07/2008			See Subcontract Sum Breakdown
19	egency Contracting Inc. 930 Watson Way, #J (ista, CA 92081		PROJECT:	Horizon Tech Center 10301 Meanly Drive San Diego, CA 92131	
CHANGE D	ETAILS			- '	
Item	Description				Amount
1	Subcontractor to provi	de R-11 insulation in t	ne shower rooms at Build	ling A.	\$336.00
2			ne shower rooms at Build	— V	\$336.00
3			ne shower rooms at Build	~	\$336.00
	·				\$1,008.00
SCHEDULE	,				·
	on date of original contract	will not be adjusted, unle	ss noted herein.		
CONTRACT	SUMMARY				
CONTRACT	Cost Code	Prev	lous Amount	This Change Order	Current Contract Amount
10262	10-E10-07203.00-S	ALLY!	\$2,510.00	\$0.00	\$2,510.00
	10-F10-07204.00-S		\$5,128.00	\$336.00	\$2,510.00 \$5,464.00
	10-F10-09000.00-S		\$96,910.00	\$0.00	\$96,910.00
10262.3	20-E10-07203.00-S		\$2,510.00	\$0.00	\$2,510.00
10262.2	20-F10-07204.00-S		\$5,128.00	\$336.00	\$5,464.00
10262.	20-F10-09000.00-S		\$96,910.00	\$0.00	\$96,910.00
10262.3	30-E10-07203.00-S		\$2,510.00	\$0.00	\$2,510.00
	30-F10-07204.00 - S		\$5,128.00	\$336.00	\$5,464.00
10262.3	30-F10-09000.00-S		\$96,910.00	\$0.00	\$96,910.00
			\$313,644.00	\$1,008.00	\$314,652.00
Original	Contract Amount		*******************************		\$287,670.00
Previous	sly Approved Change Or	ders			\$25,974.00
Amount	this Change Order	••••••	•••••		\$1,008.00
Contrac	et Amount to Date		***************************************	************************	\$314,652.00
ACKNOWL	EDGEMENT				
Please sign ar	nd return all original cop	ies			
Regency Con	tracting inc.	2	OPUS West	t Construction Corporation	on
FN F	2 AICO	alialos			

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

Date



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

Change Order Date:

09/18/2008

Drywall

Change Order #:

4

CON-10262.00-30

To Subcontract Agreement dated:

03/07/2008

See Subcontract Sum Breakdown

TO: Regency Contracting Inc.

1930 Watson Way, #J Vista, CA 92081 PROJECT: Horizon Tech Center

10301 Meanly Drive San Diego, CA 92131

CHANGE DETAILS

Item	Description	Amount
1	Building A: Cost increase for first floor showers.	\$9,115.00
2	Building B: Cost increase for first floor showers.	\$9,115.00
3	Building C: Cost increase for first floor showers.	\$9,115.00
		\$27,345.00

SCHEDULE

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

TIME SCHWINK			
Cart Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-B10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.10-F10-07204,00-S	\$5,464.00	\$0.00	\$5,464,00
10262.10-F10-09000.00-S	\$96,910.00	\$9,115.00	\$106.025.00
10262.20-B10-07203.00-S	\$2,510.00	\$0.00	÷ \$2,510.00
10262.20-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.20-F10-09000.00-S	\$96,910.00	\$9,115.00	\$106,025.00
10262.30-B10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.30-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.30-F10-09000.00-S	\$96,910.00	\$9,115.00	\$106,025.00
	\$314,652.00	\$27,345.00	\$341,997.00
Original Contract Amount		1994 148 449 448 844 844 844 844 844 844 844 8	\$287,670,00
Previously Approved Change Orders			***
			\$26,982,00
Amount this Change Order		, and the second of the second	\$27,345.00
Contract Amount to Date		**************************************	

ACKNOWLEDGEMENT

Please sign and return all original copies

ED BLAIR 9/19/08

OPUS West Construction Corporation

Andrew Ranallo

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

Printed On: 09/19/2008

Page 1 of 1

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RECEIVED



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

OCT 21 2008

Change Order Date:

10/10/2008

Change Order #:

5

CON-10262.00-30

See Subcontract Sum Breakdown

To Subcontract Agreement dated:

TO: Regency Contracting Inc.

Vista, CA 92081

1930 Watson Way, #J

03/07/2008

PROJECT: Horizon Tech Center

10301 Meanly Drive

San Diego, CA 92131

CHANGE DETAILS

Item Description 1

Repairing of soffits in Building A. 2 Repairing of soffits in Building B. 3

Repairing of soffits in Building C.

Amount

\$2,206.00 \$2,207.00 \$2,207.00

\$6,620.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10262.10-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.10-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.10-P10-09000.00-S	\$106,025.00	\$2,206.00	\$108,231.00
10262.20-B10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.20-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.20-F10-09000.00-S	\$106,025.00	\$2,207.00	\$108,232.00
10262.30-E10-07203.00-S	\$2,510.00	\$0.00	\$2,510.00
10262.30-F10-07204.00-S	\$5,464.00	\$0.00	\$5,464.00
10262.30-F10-09000.00-S	\$106,025.00	\$2,207.00	\$108,232.00
	\$341,997.00	\$6,620.00	\$348,617.00
Original Contract Amount			\$287,670.00
Previously Approved Change Orders	***************************************		\$54,327.00
Amount this Change Order	•••••	***************************************	\$6,620.00
Contract Amount to Date	,	d 	\$348.617.00

ACKNOWLEDGEMENT

Please sign and return all original copies

OPUS West Construction Corporation

Andrew Ranallo

Printed Name

\$348,617.00

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

Printed On: 10/10/2008

Page 1 of 1



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

Change Order Date:	10/27/2008			CON-10262.00-30
Change Order #1	6		See Sul	ocontract Sum Breakdown
To Subcontract Agreement dated: TO: Regency Contracting Inc. 1930 Watson Way, #J Vista, CA 92081	03/07/2008	PROJECT: Horiz 1030 San l		
CHANGE DETAILS	ming and cornerbead due to	window testing on the se	oond floor of	\$1,080.00 \$1,080.00
SCHEDULE Completion date of original contrac	t will not be adjusted, unless no	ted herein.		
CONTRACT SUMMARY Cost Cods 10262.10-E10-07203.00-S 10262.10-F10-07204.00-S 10262.10-F10-09000.00-S 10262.20-E10-07203.00-S 10262.20-F10-07204.00-S 10262.30-E10-07203.00-S 10262.30-F10-07204.00-S 10262.30-F10-07204.00-S	Previous \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10	Amount 32,510.00 \$5,464.00 08,231.00 \$5,464.00 08,232.00 \$2,510.00 \$5,464.00 08,232.00 \$5,464.00 08,232.00 \$348,617.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,080.00 \$0.00 \$0.00 \$1,080.00	Current Contract Amount \$2,510.00 \$5,464.00 \$108,231.00 \$2,510.00 \$5,464.00 \$109,312.00 \$2,510.00 \$5,464.00 \$108,232.00 \$349,697.00
Original Contract Amount Previously Approved Change Amount this Change Order Contract Amount to Date	Orders		***************************************	\$1,080.00
ACKNOWLEDGEMENT Please sign and return all original	copies			
Regency Contracting Inc.	20,	OPUS West	Construction Corporation	

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

Page 1 of 1

Drywall



OPUS West Construction Corporation

SUBCONTRACT CHANGE ORDER

FEB 0 4 2009

OPUS WEST-IRVINE

Drywall

CON-10262.00-30 See Subcontract Sum Breakdown

Change Order Date:

01/28/2009

Change Order #:

7

To Subcontract Agreement dated:

Vista, CA 92081

TO: Regency Contracting Inc. 1930 Watson Way, #J

03/07/2008

PROJECT: Horizon Tech Center

10301 Meanly Drive

San Diego, CA 92131

CHANGE DETAILS

Subcontractor shall remove and replace drywall for window testing at Building A. Description Item Subcontractor shall remove and replace drywall for window testing at Building B. Subcontractor shall remove and replace drywall for window testing at Building C. 2 ż

Amount \$6,092.00

\$6,092.00

\$6,092.00

\$18,276.00

SCHEDULE

CON

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

NTRACT SUMMARY	Previous Amount	This Change Order	Current Co	s2,510.00
Cost Code 10262.10-E10-07203.00-S 10262.10-F10-07204.00-S 10262.20-F10-09000.00-S 10262.20-F10-07204.00-S 10262.20-F10-09000.00-S 10262.30-E10-07203.00-S 10262.30-F10-07204.00-S 10262.30-F10-07204.00-S 10262.30-F10-07204.00-S	\$2,510.00 \$5,464.00 \$108,231.00 \$2,510.00 \$5,464.00 \$109,312.00 \$2,510.00 \$5,464.00 \$108,232.00 \$349,697.00	\$0.00 \$0.00 \$6,092.00 \$0.00 \$0.00 \$6,092.00 \$0.00 \$6,092.00	. <u></u>	\$5,464.00 \$114,323.00 \$2,510.00 \$5,464.00 \$115,404.00 \$2,510.00 \$5,464.00 \$114,324.00 \$367,973.00
				\$287,670.00
Original Contract Amount				\$62,027.00
Original Contract Amount				\$18,276.00
Amount this Change Order			•••••	\$367,973.00
Contract Amount to Date			,	

ACKNOWLEDGEMENT

Please sign and return all original copies

dontracting In

OPUS West Construction Corporation

Andrew Ranallo

Printed Name

2/6/09

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



Printed On: 03/11/2008

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center Subcontractor: Regency Contracting Inc.			Proje	ct Number:	10262				
	The state of the s			of Application:		3/16/08			
Supplier #:	1053205				3 1 E3 	05			
Address:	1930 Watson Way, #J		Appli	cation Number:		i			
	Vista, CA 92081			d From:	2/	(/ 	
Phone:				• FIVIII;	<i>311</i> _	Perio	d To:	131108	
Remittance Address:	OPUS West Construction Cor	poration							
	Attn : Accounts Payable								
2050	2020 Main Street, Suite 800								
	Irvine, CA 92614								
CONTRACT INFORM	ATION								
	ITEM		SALE	STAV (E) (IC.					
ORIGINAL CONTRACT				S TAX (S)(if appl	icable)	7	TOTAL (\$)		
OPUS APPROVED CHA				:		+	\$287,670.00		
	CONTRACT AMOUNT TO DAT	E TOTAL					£297 (70.00		
APPLICATION INFOR		•					\$287,670.00		
A Total Completed &	Stored to Date		s 4	0,000					
B Less Retainage	10 %		, (1,000	-				
C Total Earned less R	etainage (A - B)		<u> </u>	77		0(0		
D Less Previous Billin	gs (previous req's line C)				:	: 34,0 : 34,0	00		
E Current Payment D			3			20.	\m\ \m		
F Balance to Finish, P	lus Retainage (H - A + B)		, 2	51,670		34,0	00	, <u>4.</u>	
G Current Gross Amo	unt Completed This Period		, <u>-</u>	19000					
	SUBCONTRACTO	OR: Reger	acy Contracting I	,					
,	BY;		out acting in			Sup	plier#: 105320)5	
			2	72					
1991 IC 171011 p.s.	DATE:	-	3/	18/08					
APPLICATION BREAKE	DOMK								
THIS SECTION MUST BE	COMPLETED IN ORDER FOR	THIS PAYMENT TO	BE PROCESSE	D BY OPUS					
•				ompleted		,			
Account Code	Description	CurrentContract	From	T	 	ł			
		Amount	Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment	
10262.10-F10-09000.00-S	Gypsum Board Systems -	****			1+G	A/H		 	
103/3 30 510 05	Subcontract	\$95,890.00		40,000	40,000		//	G·K	
10262.20-F10-09000.00-S	Gypsum Board Systems - Subcoptract	\$95,890.00		17-7000	70,000	40	4,000	36,000	
10262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$95,890.00	· · · · · · · · · · · · · · · · · · ·	 					
·	Total	\$287,670.00							
		Н	I	0					
Intered By :					Α	J	K	E	
			Approve	d By :	·		·		
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Latest Invoice No. 0308 1026200 APP1	Latest Invoic te 3/25, 2008	Total Gross Amount 40,000.00	Total Retainage 4,000.00	Total Discount .00	Total Payment Amount 36,000.00
•					
Check No. 103424 4/25/20	008 1053205	Regency C	Contracting Inc		**** 36,000.00
Opus West Construction Corp		t# 25961	Job: 1026200	Do Not Use - See	01-30 Subjobs
Latest Invoice No. 0308 1026200 APP1	Latest Invoice Date 3/25/2008	Total Gross Amount 40,000.00	Total Retainage 4,000.00	Total Discount .00	Total Payment Amount 36,000.00
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Check No. 103424 4/25/20	1050005				
Check No. 103424 4/25/20	1053205	Regency C	ontracting Inc		\$****36,000.00
	(Date)	Re	gency Contracting (Company Na	Inc ame)	
			(a swip and)		
			(Signature	9)	-
		 	(Title)		_
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Opus West Construction Corp

Contract # 25961 Job: 1026200 Do Not Use - See 01-30 Subjobs



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	Horizon Tech Course		VI ALL DIC	ATIONFOR	PAYMENT	•			
Subcontractor:	ubcontractor: Regency Contracting Inc.			t Number:	10262				
Supplier #:				Application:	<u>-41</u>	17/08	7/08		
Address:	1053205								
Address:	1930 Watson Way, #J	·	Applic	ation Number:	4.1	2	,		
Phone:	Vista, CA 92081		Period	From:	44	Period	To: 4/3	30	
	OBUS Wast Commercia								
Remittance Address:	OPUS West Construction Corp	poration	•						
2050	Attn : Accounts Payable								
2050									
CONTRACTINGODIA	Irvine, CA 92614								
CONTRACT INFORM									
ORIGINAL CONTRACT	ITEM AMOUNT		SALES	TAX (\$)(If appl.	icable)	т	OTAL (S)		
OPUS APPROVED CHA							\$287,670.00		
	CONTRACT AMOUNT TO PAT	E TOTAL							
APPLICATION INFOR							\$287,670.00		
A Total Completed &	_		1.	20,00					
B Less Retainage	10 %		2	10 00	$\stackrel{\smile}{\sim}$				
			·· \$	1400					
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E Current Payment I	Due (C - D)				•	720	27/1		
F Balance to Finish, I	Plus Retainage (H - A + B)		s 17	19,000C)	1 2/2	<u>~~</u>	:	
G Current Gross Ame	ount Completed This Period		s /:	20,000	7)				
	SUBCONTRACTO	OR: Rege	ncy Contracting In		_				
	BY:					Sup	plier #: 105320.	5	
	D1 ;	-			30	7			
	DATE:	-		111108	5				
APPLICATION BREAK	DOWN								
HIS SECTION MUST BE	COMPLETED IN ORDER FOR 1	THIS PAYMENT TO	BE PROCESSED	BY OPUS	•				
. ••				mpleted	T				
Account Code	Description	CurrentContract	From,	<u> </u>	1				
		Amount	Previous	: This Period	Total Work	Percent	Retainage This	Net Payment	
			Application		Complete	Complete	Application	•	
0262.10-F10-09000.00-S	Gypsum Board Systems -	\$95,890.00	7		I+G	A/H			
0262.20-F10-09000.00-S	Subcontract		49000	29000	60000	60%	12000	G · K	
	Gypsum Board Systems - Subcontract	\$95,890.00	4000	40,000		0070			
0262.30-F10-09000.00-S	Gypsum Board Systems -	\$95,890.00	00'-0-	 	20000	40%	4000		
	Subcontract Total	\$287,670.00	29000	2000	20000	20%	2000		
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ntered By :	<u> </u>		Å mmua	J.D.:					
	Accounting	Date	_ Approve	ш оу:					
HADED AREA FOR OPUS	ACCOUNTING USE ONLY				Project	Manager		Date	
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	是到了自己的					Chi			
		The state of the s		Selection and					
								THE SECOND SECOND	

Job: 1026203 Opus West Construction Corp Do Not Use - See 01-30 Subjobs Latest Invoice No. 0408 1026200 APP2 Total Gross Amount Total Retainage Latest Invoi 2)ate Total Discount 04 25 2008

Total Payment Amount 80,000.00 8,000.00

Check No. 104938

Latest Invoice No.

0408 1026200 APP2

5/27/2008

1053205

Regency Contracting Inc

\$****72,000.00

72,000.00

Opus West Construction Corp

Contract #

04 25 2008

Latest Invoice Date

25961 Total Gross Amount

80,000.00

Job: 1026200 Total Retainage

8,000.00

Do Not Use - See 01-30 Subjobs

Total Discount

Total Payment Amount 72,000.00

Check No. 104938

5/27/2008

1053205

Regency Contracting Inc

**72,000.00

Regency Contracting Inc (Company Name)

(Signature)

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.



Project Name:	Horizon Tech Center	- PAUL NA	CION APPLI	CATION FO	<u>R PAYMENT</u>			
Subcontractor:	Regency Contracting Inc.		Proj	ect Number:	10262			
Supplier #:				of Application:		5/00	100	
Address:	1053205					0166	108	
	1930 Watson Way, #J		Appl	ication Number:			2	
Phone :	Vista, CA 92081			d From:	<!--</del-->		>	
					21	Per	lod To:	/31
Remittance Address:	OPUS West Construction C	orporation						
2050	Attn : Accounts Payable							
2070	Direct, Buile 800							
CONTRACTOR	Irvine, CA 92614							
CONTRACT INFORM	ATION							
ORIGINAL CONTRACT	ITEM		SALE	S TAX (\$)(if app	licable)			
OPUS APPROVED CHA				CONO SPP			TOTAL (\$)	
	CONTRACT AMOUNT TO DA	TE TOTAL					\$287,670.0	2
APPLICATION INFORM	MATION	TETUTAL		•			\$287,670.00	
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F Balance to Finish, Pi	ius Retainage (H - A + B)		******)/ a	. ;	<u>:/03</u>	2500	.
			s/	41170	<u> </u>	_	,	
Current Gross Amor	unt Completed This Period		s D	15,000	5	•		
•	SUBCONTRACT	OR: Rege	ncy Contracting Is	nc.				
	BY:					Sup	plier #: 105320)5
	DATE:							
PPLICATION BREAKD			2/2	2108				
THIS SECTION MUST BE	COMPLETED BY ORDER							
	COMPLETED IN ORDER FOR	THIS PAYMENT TO	BE PROCESSEI	BY OPUS				
Account Code		1	·Work C	ompleted		Τ		T
Account Code	Description	CurrentContract	From		1	İ	}	
		Amount	Previous	This Period	Total Work Complete	Percent	Retainage This	Net Payment
			Application		Complete	Complete	Application	
0262.10-F10-09000.00-S	Gypsum Board Systems -	\$95,890.00			L+ G	A/H		
3363 30 Cto cocc	Subcontract Gypsum Board Systems -		1000	35890	95890	100	250G	<u>G·κ</u>
1262 30 E10 00000 oo o	Subcontract	\$95,890.00	40,000	\$/0000			1.07C	22301
1	Oypsum Board Systems - Subcontract	\$95,890.00		0011	20000	83	4000	36000
	Total	\$287,670.00	20,000	39110	59110	U1.	2011	26700
		H	120,000	115,000	235,000	81	1/500	30199
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Opus West Construction Corp

*ntract #

1026200 Job:

Do Not Use - See 01-30 Subjobs

Latest Invoice No. 0508 1026201 APP3

Latest Invoice Jate 05 25 2008

Total Gross Amount 115,000.00

Total Retainage: 11,500.00 'otal Discount .00 Total Payment Amount 103,500.00

Check No. 106470

6/25/2008

1053205

Regency Contracting Inc

\$***103,500.00

Opus West Construction Corp

Contract # 25961

1026200 Job:

Do Not Use - See 01-30 Subjobs

Latest Invoice No. 0508 1026201 APP3 Latest Invoice Date 05 25 2008

Total Gross Amount 115,000.00

Total Retainage 11,500.00

Total Payment Amount **Total Discount** .00

103,500.00

Check No. 106470

6/25/2008

1053205

Regency Contracting Inc

CONTRACT APPLICATION FOR PAY! VI

nhandan P			Project Num	and the second	10262	262					
	1053205		Date of Appli		·	6/25/2					
Address :	1930 Watson Way, #J		Application Period From		6/1-6/30/0	00					
	Vista, CA 92081		- I CI IVU 13 VIII	:	0/1-0/30/0	18	······	n kannang sak			
Phone :			-				• •				
lemittance Address	: OPUS West Construction Corp	oration	-				".	172.5031			
	Attn : Accounts Payable										
	2020 Main Street, Suite 800)									
-	Irvine, CA 92614				r		•				
ONTRACT INFO						•					
NODIAL COMPE	ITEM	***	SALE	S TAX(\$) (if ap	plicable)	T	TOTAL(S)	To French in Marine V. S.			
RIGINAL CONTRA	ACT AMOUNT CHANGE ORDER THRU#		1 (2.33.5)	e Maria	:	<u> </u>	65 346 4 4 1 4 1 4 1 4 1 4 1 4 1 4 1 4 1 4 1	\$287,670 (
	NT TO DATE TOTAL	2		ing a salatan				\$25,974.(
PPLICATION INF								\$313,644.0			
	· - ·			• • •	·						
Total Completed	& Stored to Date		\$ 287,844.0	00							
Less Retainage	<u>10 %</u>		\$ 28,784.4	40		-					
Total Earned Less	Retainage (A - B)		· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·		• •				
	ings (previous req's line C)		· ·	• •		\$ 259,059.6		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
Current Payment D			\$.0	10	· · · · · · · · · · · · · · · · · · ·	•					
	·					\$ 259,059.6	0	And Section			
	Plus Retainage (H - A + B)		\$ 54,584.40	0	·	_	1444				
Current Gross Am	ount Completed This Period	4	\$ 52,844.00	0		~9-	e e e e e e e e e e e e e e e e e e e				
	SUBCONTRA	CTOR:	Regency Contra	acting Inc.		- Sapplier#:	1052005	出版的文法			
•	BY:			acting mic.		Supplier #:	1053205	The state of the s			
	DATE:		- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			· · · · · · · · · · · · · · · · · · ·		· Y1全年7 多元年。			
	DAIE,					•	7.3.74.3	1. 地名美国			
			* 2					1997年1998年1997年			
PLICATION BRE	AKDOWN		4.5.	4.0							
		ΩΡ ΤΙΙΙ Ο ΡΑ ΥΜΈΝΙΤ Τ	O DE DOCODO		. · · ·						
	AKDOWN T BE COMPLETE IN ORDER F	OR THIS PAYMENT T	O BE PROCES	SSED BY OPUS							
		OR THIS PAYMENT T	O BE PROCES	SED BY OPUS							
IS SECTION MUS	T BE COMPLETE IN ORDER F	Current Contract	From Previous	SED BY OPUS	Total Work	Percent					
			From Previous Application	This Period		Percent Complete	Retainage This Application				
IS SECTION MUS	T BE COMPLETE IN ORDER F	Current Contract	From Previous		Total Work		Retainage This	Net Payment G - K			
Account Code	T BE COMPLETE IN ORDER F	Current Contract	From Previous Application	This Period	Total Work Complete	Complete	Retainage This Application	Net Payment			
Account Code	T BE COMPLETE IN ORDER F	Current Contract	From Previous Application	This Period	Total Work Complete I+G	Complete A/H	Retainage This Application	Net Payment G-K			
IS SECTION MUST	T BE COMPLETE IN ORDER For Description Gypsum Board Systems - Subcontract	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Complete	Retainage This Application	Net Payment G-K			
Account Code 2.10-F10-09000.00-S	T BE COMPLETE IN ORDER F	Current Contract Amount \$96,910.00	From Previous Application \$95,890.00	This Period \$1,020.00	Total Work Complete I+G \$96,910.00	Complete A/H 100.00%	Retainage This Application	Net Payment G-K			
Account Code	Description Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract	Current Contract Amount	From Previous Application	This Period	Total Work Complete I+G	Complete A/H	Retainage This Application	Net Payment G-K			
Account Code 2.10-F10-09000.00-S 2.20-F10-09000.00-S	Description Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract	Current Contract Amount \$96,910.00 \$96,910.00	From Previous Application \$95,890.00	This Period \$1,020.00 \$16,910.00	Total Work Complete I+G \$96,910.00	Complete A/H 100.00%	Retainage This Application	Net Payment G - K			
	Description Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract	Current Contract Amount \$96,910.00	From Previous Application \$95,890.00	This Period \$1,020.00	Total Work Complete I+G \$96,910.00	Complete A/H 100.00%	Retainage This Application	Net Payment G - K \$918.00			
Account Code 52.10-F10-09000.00-S 52.20-F10-09000.00-S	Description Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract	Current Contract Amount \$96,910.00 \$96,910.00	From Previous Application \$95,890.00	This Period \$1,020.00 \$16,910.00	Total Work Complete I+G \$96,910.00	Complete A/H 100.00%	Retainage This Application \$102.00	Net Payment G - K			
Account Code 2.10-F10-09000.00-S 2.20-F10-09000.00-S	Description Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract	Current Contract Amount \$96,910.00 \$96,910.00	From Previous Application \$95,890.00	This Period \$1,020.00 \$16,910.00 \$12,000.00	Total Work Complete I+G \$96,910.00 \$96,910.00	Complete A/H 100.00% 100.00% 73.38%	Retainage This Application \$102.00 \$1,691.00	Net Payment G - K \$918.00 \$15,219.00			
Account Code 52.10-F10-09000.00-S 52.20-F10-09000.00-S	Description Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract	Current Contract Amount \$96,910.00 \$96,910.00	From Previous Application \$95,890.00 \$80,000.00	This Period \$1,020.00 \$16,910.00	Total Work Complete I+G \$96,910.00	Complete A/H 100.00%	Retainage This Application \$102.00 \$1,691.00 \$1,200.00	Net Payment G - K \$918.00			
Account Code 52.10-F10-09000.00-S 52.20-F10-09000.00-S 52.30-F10-09000.00-S	Description Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Foil Faced Insulation - Subcontract	Current Contract Amount \$96,910.00 \$96,910.00 \$96,910.00 \$2,510.00	From Previous Application \$95,890.00 \$80,000.00 \$59,110.00	This Period \$1,020.00 \$16,910.00 \$12,000.00	Total Work Complete 1+G \$96,910.00 \$96,910.00 \$71,110.00	Complete A/H 100.00% 100.00% 73.38%	Retainage This Application \$102.00 \$1,691.00	Net Payment G - K \$918.00 \$15,219.00			
Account Code 2.10-F10-09000.00-S 2.20-F10-09000.00-S 2.30-F10-09000.00-S	Description Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract	Current Contract Amount \$96,910.00 \$96,910.00	From Previous Application \$95,890.00 \$80,000.00	This Period \$1,020.00 \$16,910.00 \$12,000.00	Total Work Complete I+G \$96,910.00 \$96,910.00	Complete A/H 100.00% 100.00% 73.38%	Retainage This Application \$102.00 \$1,691.00 \$1,200.00	Net Payment G - K \$918.00 \$10,800.00			
Account Code 52.10-F10-09000.00-S 52.20-F10-09000.00-S 2.30-F10-09000.00-S 2.10-E10-07203.00-S	Description Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Foil Faced Insulation - Subcontract Foil Faced Insulation - Subcontract	Current Contract Amount \$96,910.00 \$96,910.00 \$96,910.00 \$2,510.00	From Previous Application \$95,890.00 \$80,000.00 \$59,110.00	This Period \$1,020.00 \$16,910.00 \$12,000.00	Total Work Complete 1+G \$96,910.00 \$96,910.00 \$71,110.00	Complete A/H 100.00% 100.00% 73.38%	Retainage This Application \$102.00 \$1,691.00 \$1,200.00	Net Payment G - K \$918.00 \$10,800.00			
Account Code 52.10-F10-09000.00-S 52.20-F10-09000.00-S 2.30-F10-09000.00-S 2.10-E10-07203.00-S	Description Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Foil Faced Insulation - Subcontract	Current Contract Amount \$96,910.00 \$96,910.00 \$96,910.00 \$2,510.00	From Previous Application \$95,890.00 \$80,000.00 \$59,110.00	This Period \$1,020.00 \$16,910.00 \$12,000.00	Total Work Complete 1+G \$96,910.00 \$96,910.00 \$71,110.00	Complete A/H 100.00% 100.00% 73.38% 100.00%	Retainage This Application \$102.00 \$1,691.00 \$1,200.00 \$251.00	Net Payment G - K \$918.00 \$15,219.00 \$2,259.00			
Account Code 52.10-F10-09000.00-S 52.20-F10-09000.00-S 52.30-F10-09000.00-S 52.20-E10-07203.00-S	Description Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Foil Faced Insulation - Subcontract Foil Faced Insulation - Subcontract	Current Contract Amount \$96,910.00 \$96,910.00 \$96,910.00 \$2,510.00	From Previous Application \$95,890.00 \$80,000.00 \$59,110.00 \$0.00	This Period \$1,020.00 \$16,910.00 \$12,000.00 \$2,510.00	Total Work Complete I+G \$96,910.00 \$96,910.00 \$71,110.00 \$2,510.00	Complete A/H 100.00% 100.00% 73.38%	Retainage This Application \$102.00 \$1,691.00 \$1,200.00	Net Payment G - K \$918.00 \$10,800.00			
Account Code 52.10-F10-09000.00-S 52.20-F10-09000.00-S 2.30-F10-09000.00-S 2.10-E10-07203.00-S	Description Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Gypsum Board Systems - Subcontract Foil Faced Insulation - Subcontract Foil Faced Insulation - Subcontract	Current Contract Amount \$96,910.00 \$96,910.00 \$96,910.00 \$2,510.00	From Previous Application \$95,890.00 \$80,000.00 \$59,110.00 \$0.00 \$0.00	This Period \$1,020.00 \$16,910.00 \$12,000.00 \$2,510.00	Total Work Complete I+G \$96,910.00 \$96,910.00 \$71,110.00 \$2,510.00	Complete A/H 100.00% 100.00% 73.38% 100.00%	Retainage This Application \$102.00 \$1,691.00 \$1,200.00 \$251.00	Net Payment G - K \$918.00 \$15,219.00 \$2,259.00			

APPLICATION BREAKDOWN

	[OK THIS FATMENT		SED BY OPUS			<u>:</u>	,如今是實施主意
Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			16 14 14 1	The section of the	I+G	A/H		G-K
10262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$96,910.00	\$95,890.00	\$1,020.00	\$96,910.00	100.00%	\$102.00	
0262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$96,910.00	\$80,000.00	\$16,910.00	\$96,910.00	100.00%	\$1,691.00	
0262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$96,910.00	\$ 59,110.00	\$12,000.00	\$71,110.00	73.38%	\$1,200,00	
0262.10-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$0.00	\$2,510.00	\$2,510.00	100.00%	\$251.00	
0262.20-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$0.00	\$2,510.00	\$2,510.00	100.00%	\$251.00	\$2,259.0
0262.30-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$0.00	\$2, 510.00	\$2,510.00	100.00%	\$251.00	\$2,259.0
0262.10-F10-07204.00-S	Batt Insulation - Subcontract	\$ 5,128.00	\$0.00	\$ 5,128.00	\$5,128.00	100.00%	\$512.80	\$2,259.0

.02.20-F10-07204.00-S	Batt Insulation - Subcontract		\$0.00	\$5,128.00	\$ 5] T 0	100.00%	\$ 512.80	\$4,615.20
10262.30-F10-07204.00-S	Batt Insulation - Subcontract	\$5,128.00	\$0.00	\$5,128.00	\$5,128.00	100.00%	\$512.80	\$4,615.20
	TOTAL	\$313,644.00	\$235,000.00	\$52,844.00	\$287,844.00	91.77%	\$5,284.40	
	·	Н	Ī	G	A	J	К	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendi (STD) Wendaring (Special Section 1997)	

Job: 1026200 **Opus West Construction Corp** Do Not Use - See 01-30 Subjobs Latest Invoice No. **Total Gross Amount** Latest Invoi Jate Total Retainage Total Discount Total Payment Amount 0608 1026201 APP4 06 25 2008 52,844.00 5,284.40 .00 Check No. 107973 7/25/2008 1053205 Regency Contracting Inc \$****47,559.60 Opus West Construction Corp Contract # 25961 Do Not Use - See 01-30 Subjobs Job: 1026200 Latest Invoice No. Latest Invoice Date 06 25 2008 **Total Gross Amount** Total Retainage Total Discount Total Payment Amount 0608 1026201 APP4 52,844.00 5,284.40 .00

Check No. 107973

7/25/2008

1053205

Regency Contracting Inc

47,559.60

47,559.60

\$****47,559.60

BCONTRACT APPLICATION FOR PAYPONT

Project Name :	Horizon Tech Center	Project Number :	10262		
Subcontractor:	Regency Contracting Inc.	Date of Application	10202		7/24/20
Supplier # :	1053205	Application Number :			7/21/20L
Address:	1930 Watson Way, #J	Period From :			7/31/2008
	Vista, CA 92081		***************************************		1/3 1/2000
Phone:					
Remittance Addre	ess: OPUS West Construction Corporation				
	Attn: Accounts Payable				
	2020 Main Street, Suite 800				
	Irvine, CA 92614				
CONTRACT INF	ORMATION				
	ITEM	SALES TAX(S) (if ap	plicable)	TOTAL(S)
ORIGINAL CONT					\$287,670.00
OPUS APPROVED	CHANGE ORDER THRU# 2				\$25,974.00
CONTRACT AMO	OUNT TO DATE TOTAL				\$313,644.00
APPLICATION I	NFORMATION				\$313,044.00
A Total Complete	ed & Stored to Date	\$ 313,644.00			
B Less Retainage	10.00%	\$ 31,364.40			
C Total Earned L	ess Retainage (A - B)		,	\$ 282,279.60	
D Less Previous B	illings (previous req's line C)	\$ 259,059.60			
E Current Paymer	nt Due (C - D)			\$ 23,220.00	
F Balance to Finis	h, Plus Retainage (H - A + B)	\$ 31,364.40		olig.	
G Current Gross	Amount Completed This Period	\$ 23,220.00		·	

\$ 23,220.00

Supplier #:

1053205

SUBCONTRACTOR:

BY: DATE:

APPLICATION BREAKDOWN

THIS SECTION MUS	T BE COMPLETE IN ORDER F	OR THIS PAYMENT T	O BE PROCES	SED 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
0262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$96,910.00	\$96,910.00	\$0.00	\$96,910.00	100.00%	\$0.00	\$0,0
0262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$96,910.00	\$96,910.00	\$0.00	\$96,910.00	100.00%	\$0.00	
0262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$96,910.00	\$71,110.00	\$25,800.00	\$96,910.00	100.00%	\$2,580.00	
0262.10-E10-07203,00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0,00	, , , , , ,
0262.20-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	
0262.30-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	
262.10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,128.00	\$5,128.00	\$0.00	\$5,128.00	100.00%	\$0.00	• • • • • • • • • • • • • • • • • • • •

204.00-S	Batt Insulation - Subcontract	\$5,128.00	\$5,128.00	\$0.00	: ~ _ .00	100.00%	\$0.00	\$0.00
.U-F10-07204.00-S	Batt Insulation - Subcontract	\$5,128.00	\$5,128.00	\$0.00	\$ 5,128.00	100.00%	\$0.00	\$0.00
	TOTAL	\$313,644.00	\$287,844.00	\$25,800.00	\$313,644.00	100.00%	\$2,580.00	\$23,220.00
		Н	1	G	Α	J	К	Е

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

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SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:					10262				
Subcontractor:	Regency Contracting Inc.			et Number; of Application:		10/10	7/08		
Supplier #:	1053205			•••		1011	1100		
Address:	1930 Watson Way, #J		Appli	cation Number:		_	7	,	
	Vista, CA 92081		Perio	d From:	**********		od To:	2/2:100	
Phone:							22	121108	
Remittance Address:	OPUS West Construction	n Corporation							
	Attn : Accounts Payable								
	2050 Main Street, Suite 8	300							
•	Irvine, CA 92614								
CONTRACT INFORM	(ATION								
	ITEM								
ORIGINAL CONTRAC			SALE	S TAX (\$)(If appl	icable)		TOTAL (S)		
	ANGE ORDER thru # 5					ļ	\$287,670.0	0	
							\$60,947.0	00	
	CONTRACT AMOUNT TO D	ATE TOTAL				 			
APPLICATION INFO	RMATTON					L	\$348,617.0	00	
A Total Completed	& Stored to Date		. 2	US CAN	2				
B Less Retainage		n 4/	<u>ي </u>	3/10/0	70				
C Total Earned less		<u> </u>	s	24,0U	1	00	2 30	?	
			~	2 7 70.	-30	5 715	7.735	•	
	lings (previous req's line C)		s	00/19	1-		958 05	,	
E Current Payment				ا مدد	70	5 S,	958	- #	
	Plus Retninage (H - A + B)		5_5	418(U)		-			
G Current Gross An	nount Completed This Period		s_ (')	11020					
	SUBCONTRA	CTOR: Reg	ency Contracting	Inc.					
	BY:	ح		30) , 		Supplier #: 10	53205	
	10. 4 (TPM)	فنئت				·- ·-··			
APPLICATION BREAK	DATE:		1011	7108					
THE SECTION PIOST B	E COMPLETED IN ORDER F	OR THIS PAYMENT TO	O BE PROCESSE	ED BY OPUS					
		1	Work C	Completed			T	T	
Account Code	Description	CurrentContract	Prom		Total Work				
	1	Amount	Previous	This Period	Complete	Percent Complete	Retainage This Application	Not Payment	
	 	 	Application	<u> </u>]	1	
0262.10-B10-07203.00-S	Foil Feced Insulation -	\$2,510.00	- 00	 	1+0	A/II		G-K	
0262.10-F10-07204.00-S	Subcontract Batt Insulation - Subcontract	ļ	2510		2510	100			
0262.10-F10-09000.00-S	Cypeum Board Systems -	\$5,464.00	5464		5464	100			
	Subcontract	\$10x,231.00	106025	2206	incari		22000	105 11	
0262.20-B10-07203.00-S	Poil Faced Insulation -	\$2,510.00	201		108231	100	DOCU -	1985-4	
0262.20-F10-07204.00-S	Subcontract Butt Insulation - Subcontract	95 161	2510		2510	100			
0262.20-F10-09000.00-3	Cypsum Board Systems -	\$5,464.00	2744		5464	100			
22(7.20 Floors	Subcontract	\$106,232.00	106025	2207	108232		22-70	100 , 20	
262.30-B10-07203.00-S	Foll Paced Insulation -	\$2,510,00	·		10001	100	050 ·- 1	1981,39	

10262-30-B10-07203.00-S

10262.30-F10-07204.00-S

10262.30-P10-09000.00-S

Batt Insulation - Subcontract

Total

Oypsum Board Systems -

Subcontract

Subcontract

\$2,510.00

\$5,464.00

100025

2207

\$108,232.00

\$348,617.00

100

100

100

00

Opus West Construction Corp Latest Invoice No.

1008 1026200 APP 6

Contract # 25961

Job: 1026200 Do Not Use - See 01-30 Subjobs

Latest Invoic Jate 11 25 2008

Total Gross Amount

Total Retainage 662.00

Total Discount

Total Payment Amount 5,958.00

Please return attached release to:

Opus West 2050 Main Street Ste 800 Irvine, CA 92614

Check No.115565 12/30/2008

1053205

Regency Contracting Inc

Opus West Construction Corp

Contract #

25961

Job: 1026200 Do Not Use - See 01-30 Subjobs

Latest Invoice No. 1008 1026200 APP 6

Latest Invoice Date 11 25 2008

Total Gross Amount 6,620.00

Total Retainage 662.00

Total Discount

Total Payment Amount 5,958.00

Check No. 115565

12/30/2008

1053205

Regency Contracting Inc

'JBCONTRACT APPLICATION FOR PA' MNT

Project Name :	Horizon Tech Center	Project Number :	10262	
Subcontractor:	Regency Contracting Inc.	Date of Application	10202	23-Sep
Supplier #:	1053205	Application Number :		23-Sep 6
Address:	1930 Watson Way, #J	Period From :	9/1 - 9/30	
	Vista, CA 92081		<u> </u>	
Phone:				
Remittance Addre	ess: OPUS West Construction Corporation			
	Attn: Accounts Payable			
	2050 Main Street, Suite 800			
	Irvine, CA 92614			
CONTRACT INF	ORMATION			
	ITEM	SALES TAX(\$) (if	(applicable)	TOTAL(\$)
ORIGINAL CONT				\$287,670.00
OPUS APPROVEI	CHANGE ORDER THRU# 4			\$27,345.00
CONTRACT AMO	OUNT TO DATE TOTAL			\$315,015.00
APPLICATION I	NFORMATION			\$313,013.00
A Total Complete	ed & Stored to Date	\$ 341,997.00		_
B Less Retainage	<u>10 %</u>	\$ 34,199.70		_
C Total Earned L	ess Retainage (A - B)			\$ 307,797.30
D Less Previous B	illings (previous req's line C)	\$ 282,279.60		_
E Current Paymes	nt Due (C - D)			\$ 25,517.70
F Balance to Finis	h, Plus Retainage (H - A + B)	\$ 34,199.70		*
G Current Gross	Amount Completed This Period	\$ 27,345.00		_
	SUBCONTRACTOR:	Regency Contracting Inc.		Supplier #: 1053205
	BY:	200	0	
	DATE:	9/23/0	8	

APPLICATION BREAKDOWN

THIS SECTION MUST BE COMPLETE IN ORDER

THIS SECTION MUST	BE COMPLETE IN ORDER F	OR THIS PAYMENT T	O BE PROCES	SED 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
0262.10-F10-09000,00-S	Gypsum Board Systems - Subcontract	\$106,025.00	\$96,910.00	\$ 9,115.00	\$106,025.00	100.00%	\$ 911.50	\$8,203.5
0262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$106,025.00	\$96,910.00	\$9,115.00	\$106,025.00	100.00%	\$ 911.50	
10262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$106,025.00	\$96,910.00	\$9,115.00	\$106,025.00	100.00%	\$911.50	
10262.10-£10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2, 510.00	100.00%	\$0.00	
0262.20-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	
0262.30-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	
0262.10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	\$5,128.00	\$336.00	\$5,464.00	100.00%	\$33.60	

سان درس]						1	1
.20-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	\$ 5,128.00	\$ 336.00	4 464.00	100.00%	\$33.60	\$302.40
								3302.10
10262.30-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	\$ 5,128.00	\$336,00	\$ 5,464.00	100.00%	\$33.60	\$302.40
	TOTAL	\$341,997.00	\$313,644.00	\$28,353.00	\$341,997.00	100.00%	\$2,835.30	
		Н		G	A	J	К	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vindo IP

- Opus West Construction Corp Latest Invoice No. 0708 1026230 APP5

, Contract #

Job: 1026200 Do Not Use - See 01-30 Subjobs

Total Gross Amount Latest Invoi **Jate** 07 2008 25,800.00

Total Retainag 2,580.00 Total Discount

Total Payment Amoun 23,220.00

Check No. 109349

8/25/2008

1053205

Regency Contracting Inc

\$****23,220.00

Opus West Construction Corp

Contract #

25961

Job: 1026200

Do Not Use - See 01-30 Subjobs

Latest Invoice No. 0708 1026230 APP5 Latest Invoice Date 07 25 2008

Total Gross Amount 25,800.00

Total Retainage 2,580.00

Total Discount Total Payment Amount .00

23,220.00

Check No. 109349

8/25/2008

1053205

Regency Contracting Inc

RECEIVED

♦ OPUS

SUBCONTRACTOR APPLICATION FOR PAYMENT

DEC 05 2008

	~U 3.	SUBCONTI	RACTOR AP	PLICATION I	OR PAYME	<u>TY</u>	OPI	IS WEST-I	D\/ir
Project Name:	Horizon Tech Center		Deniant !	Number;	10262	. 1	OFC	OS VVLOTEI)
ubcontractor:	Regency Contracting Inc.	· · · · · · · · · · · · · · · · · · ·		Application:	10	14/08			
upplier #:	1053205					4100			
ddress:	1930 Watson Way, #J		Applicat	tion Number:		ė			
	Vista, CA 92081		Period F		12/1	68Period	To: 12	31/08	
hone :					<u>, , , , , , , , , , , , , , , , , , , </u>	<u> </u>		21100	
emittance Address :	OPUS West Construction C	Corporation							
	Attn : Accounts Payable	•							
	2050 Main Street, Suite 800)							
	Irvine, CA 92614								
ONTRACT INFORM	ATION								
	ITEM		SALES	TAX (\$)(if applica	ible)	า	OTAL (\$)		
RIGINAL CONTRAC	T AMOINT						\$287,670.00		
PUS APPROVED CH	ANGE ORDER thru# 6						\$62,027.00		
	CONTRACT AMOUNT TO DA	TE TOTAL					\$349,697.00		
PPLICATION INFOR			- 				\$349,097.00		
Total Completed			. 30	19.100	7				
·		%	• 0	34 070	5				
•		. **	۶د	211910	2	211	727		
			2	17 -0	30	5 314	+lod_L		
	ings (previous req's line C)		<u>-د_</u> -د	13, 19.	/ -	0 1	· ·		
Current Payment	Due (C - D)			21100	~	s_70	<u>4.10</u>		
Bulance to Finish,	Plus Retainage (H - A + B)		<u>ح</u>	779 10	<u>۲</u> .				
Current Gross An	nount Completed This Period		\$	1,080	_				
	SUBCONTRA	CTOR: Rege	ncy Contracting I	nc.		~	Supplier #; ·10:	53205	
	BY:		70	/ X					
	DATE:			(-1)	1108				
PPLICATION BREAL				120	1100				
	BE COMPLETED IN ORDER F	OR THIS RAMAGES TO	DE PROCESSES	D D1/ OD1/0					
no see thory most i	SE COMPLETED IN ORDER P	OK THIS PATMENT TO		~		1	Ţ		
			work Ci	ompleted					
Account Code	Description	CurrentContract	From		Total Work	Percent	Retainage This	Net Payment	
		Amount	Previous Application	This Period	Complete	Complete	Application		
			Appacation		1+ C	A/H	 	0-K	
262.10-E10-07203.00-S	Poil Paced Insulation - Subcontract	\$2,510.00	2510	i		1	2<1	7-8	
262.10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	5464			 	5410		
262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$108,231.00	108231				10823		
0262.20-E10-07203.00-S	Foil Faced Insulation -	\$2,510.00	2/10	<u> </u>		 	10000	 	

2510

1080

060

\$5,464.00

\$2,510.00

\$5,464.00

\$108,232.00

\$349,697.00

\$109,312.00

10262.20-F10-07204.00-S

10262.20-F10-09000.00-S

10262.30-E10-07203.00-S

10262.30-F10-07204.00-S

10262.30-F10-09000.00-S

Subcontract

Subcontract

Subcontract

Subcontract

Batt Insulation - Subcontract

Gypsum Board Systems -

Foil Faced Insulation -

Batt Insulation - Subcontract

Total

Gypsum Board Systems -

10823

92970

102020IL DO NOT USE - SEE UT-30 Subjoos Opus west Construction Corp Contract # JOD: Latest Invoice No. " Total Gross Amount Total Retainage Latest Invoice ate Total Discount Total Payment Amount 1208 1026200 APP7 12 25 2008

Please return attached release to:

Opus West 2050 Main Street Ste 800 Irvine, CA 92614

Check No. 116589

1/27/2009

1053205

Regency Contracting Inc

972.00

Opus West Construction Corp

Contract #

Job:

1026200

108.00

Do Not Use - See 01-30 Subjobs

Latest Invoice No. 1208 1026200 APP7 Latest Invoice Date 12 25 2008

Total Gross Amount 1,080.00

25961 -

Total Retainage 108.00

Total Discount

Total Payment Amount 972.00

Check No. 116589

1/27/2009

1053205

Regency Contracting Inc

Opus West Construction Corp Contract # 25961 Job: 1026200-Do Not Use - See 01-30 ° Latest Invoice No. Latest Invoic **Total Gross Amount** ate Total Retainage 0109 1026200 APP8 Total Discount 01 25 2009 28,353.00 2,835.30 Please return attached release to: Opus West 2050 Main Street Ste 800 Irvine, CA 92614 Check No. 117635 1053205 2/25/2009 Regency Contracting Inc \$****25,517.70 Opus West Construction Corp Contract # 25961 Job: 1026200 Do Not Use - See 01-30 Subjobs Latest Invoice No. Latest Invoice Date 01 25 2009 **Total Gross Amount** Total Retainage Total Discount Total Payment Amount 28,353.00 2,835.30

Check No. 117635

2/25/2009

1053205

Regency Contracting Inc

and the only in a

\$****25,517.70

25,517.70

CONTRACT APPLICATION FOR PAYM IT

Project Name :	Horizon Tech Center	Project Number: 10262	
Subcontractor:	Regency Contracting Inc.	Date of Application	3/1/2009
Supplier #:	1053205	Application Number :	9
Address:	1930 Watson Way, #J	Period From :	3/15/2009
	Vista, CA 92081		
Phone:		· · · · · · · · · · · · · · · · · · ·	•
Remittance Addre	ess: OPUS West Construction Corporation		
	Attn: Accounts Payable		
	2050 Main Street, Suite 800		
	Irvine, CA 92614		
CONTRACT INFO	ORMATION		·
	ITEM	SALES TAX(\$) (if applicable)	TOTAL(\$)
ORIGINAL CONTI			\$287,670.00
	CHANGE ORDER THRU# 7		\$98,579.00
	UNT TO DATE TOTAL		\$386,249.00
APPLICATION II	NFORMATION		
A Total Complete	d & Stored to Date	\$ 367.973.00	
B Less Retainage	<u>10 %</u>	\$.00	
C Total Earned Le	ess Retainage (A - B)		\$ 367,973.00
D Less Previous Bi	illings (previous req's line C)	\$ 314.727.30	
E Current Paymen	nt Due (C - D)		\$ 53,245.70
F Balance to Finisl	h, Plus Retainage (H - A + B)	\$.00	
G Current Gross A	Amount Completed This Period	\$ 18.276.00	·
	SUBCONTRACTOR:	Regency Contracting Inc.	Supplier #: 1053205
	BY:		•
	DATE:		
APPLICATION B	REAKDOWN		

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

Account Code	Description	Current Contract Amount	From Previous	771 i - D	Total Work	Percent	Retainage This	
	Bescription	Amount	Application	This Period	Complete	Complete	Application	Net Payment
		-			I+G	A/H		G - K
10262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$114,323.00	\$108,231.00	\$6,092.00	\$ 114,323.00	100.00%	\$0.00	\$6,092.0
0262.20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$115,404.00	\$109,312.00	\$6,092.00	\$ 115,404.00	100.00%	\$0.00	
10262.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$114,324.00	\$108,232.00	\$6,092.00	\$ 114,324.00	100.00%	\$0.00	\$ 6,092.0
10262.10-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$ 2,510.00	\$0.00	\$2,510.00	100.00%	\$0.00	\$0.0
10262.20-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2,510.00	\$0.00	\$ 2,510.00	100.00%	\$0.00	. \$0.00
0262.30-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	\$2, 510.00	\$0.00	\$ 2,510.00	100.00%	\$0.00	\$0.00
0262.10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	\$5, 464.00	\$0.00	\$5, 464.00	100.00%	\$0.00	\$0.00
0262.20-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00	\$5, 464.00	\$0.00	\$5,4 64.00	100.00%	\$0.00	\$0.00





2050 Main Street, Suite 800 Irvine, CA 92614

			•
Project Name:	Horizon Tech Center	David and All and	10070
Subcontractor:	Regency Contracting Inc.	Project Number:	10262
Supplier #:	1053205	Date of Application:	2/12/09
Address:	1930 Watson Way, #J	Application Number:	50
	Vista, CA 92081	Period From:	211 8
Phone:		reitod From:	2/1/09 Period To: 2/28/09
Remittance Address :	OPUS West Construction Corporation		,
	Attn : Accounts Payable		

CONTRACT INFORMATION

ITEM PRIGINAL CONTRACT AMOUNT	SALES TAX (\$)(if applicable)	TOTAL (\$)
PUS APPROVED CHANGE ORDER thru # 7		\$287,670.00
CONTRACT AMOUNT TO DATE TOTAL		\$80,303.00
PLICATION INFORMATION		\$367,973.00

APPLICATION INFORMATION		\$367,973.00
A Total Completed & Stored to Date	s_367,973	
B Less Retainage 10 %	36,797.30	
C Total Earned less Retainage (A - B)	3 30, 191.30	201.5
D Less Previous Billings (previous req's line C)	. 2114 707 2-	331,175.70
5 0	5 319 127,30	

Current Payment Due (C - D) s 14,448,40 Balance to Finish, Plus Retainage (H - A + B) Current Gross Amount Completed This Period

SUBCONTRACTOR: Regency Contracting Inc Supplier #: 1053205 BY:

APPLICATION BREAKDOWN

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

DATE:

Account Code			Work Completed					Τ
	Description	CurrentContract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
0262 10-E10-07203.00-S	Foil Faced Insulation - Subcontract	\$2,510.00	2510		I+G	A/H		G-K
0262.10-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00			2510	100		
0262.10-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$114,323.00	5464	1 - 6 -	5464	100		
0262,20-E10-07203,00-S	Foil Faced Insulation - Subcontract	\$2,510.00	108231 2510	4092	114323	100	60920	54828
0262 20-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00			2510	100		
0262 20-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$115,404.00	5464	40060	5464	100		
0262.30-E10-07203.00-S	Foil Faced Insulation -	\$2,510.00	109312 2510	4092	115404	100	60920	54828
0262.30-F10-07204.00-S	Batt Insulation - Subcontract	\$5,464.00			2510	100		
1262 30-F10-09000.00-S	Gypsum Board Systems - Subcontract		54Ce4 108232	100010	5404	100		
	Total			(0092	114324	100	60920	548280
•		Н	349697	18276	367973	100	1827.60	Mayur H.

LOCKHEED MARTIN TENANT IMPROVEMENT DOCUMENTS



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name:

Regency Contracting, Inc.

Street

Address:

1930 Watson Way, Ste. J

City, State

& Zip:

Vista, CA 92081

MAY 20, 2009

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
DAVID L. BUTLER, COUNTY RECORDER
FEES: 14.00

NOTICES:

PAGES:

1



Space above this line for Recorder's use

MECHANIC'S LIEN

(Claim of Lien)

work of improvement upon that certain real property located in the City of: San Diego State of California and described as follows: 10301, 10325, 10343 Meanley Drive, San Diego, CA 92131 After deducting all just credits and offsets, the sum of the real property located in the City of: April 30 2009 The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, services, equipment and/or materials is Opus West Construction Corp. The name (s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty Limited Parnership I, the undersigned, delcare: I am the Project Manager of Regency Contracting, Inc. By: Verification I, the undersigned, delcare: I am the Claimant: I am authorized to make this Verification or the Claimant; I have read the forgoing claim of mechanic's lien: I am authorized to make this Verification or the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. Sequoia Realty Contracting, Inc. Project Manager of Regency Contracting, Inc. By: Verification Project Manager of Regency Contracting, Inc. By: Verification Project Manager of Regency Contracting, Inc. By: Verification Project Manager of Regency Contracting, Inc. By: Verification Project Manager of Regency Contracting, Inc. By: Verification Project Manager of Regency Contracting, Inc. By: Verification Project Manager of Regency Contracting, Inc. By: Verification Project Manager of Regency Contracting, Inc. By: Verification Project Manager of Regency Contracting, Inc. By: Verification Project Manager of Regency Contracting, Inc. By: Verification Project Manager of Regency Contracting, Inc. By: Verification Project Manager of Regency Contracting, Inc. By: Verification Project Manager of Regency Contracting, Inc. By: Project Manager of Regency Contracting, Inc. By: Project Manager of Regency Contracting in the forgoing is true and correct of	The undersigned, Regency Contracting, Inc., referred to this claim of Lien as the Claimant, claims a
work of improvement upon that certain real property located in the City of: San Diego State of California and described as follows: 10301, 10325, 10343 Meanley Drive, San Diego, CA 92131 After deducting all just credits and offsets, the sum of thereon at the rate of 10 per cent per annum from: San Diego State of California and described as follows: April 30 2009 following labor, services, equipment and/or materials furnished by claimant: metal stud framing and drywall as per plan. The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, opus West Construction Corp. The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty Limited Parnership 10350 Bren Road West, Minnetonka, MN 55343 Name of Claimant: Regency Contracting, Inc. Project Manager Verification Project Manager of Regency Contracting, Inc. the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct 5/20/2009	mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a
San Diego , State of California and described as follows: 10301, 10325, 10343 Meanley Drive, San Diego, CA 92131 After deducting all just credits and offsets, the sum of thereon at the rate of 10 per cent per annum from: April 30 2009 , is due Claimant for the following labor, services, equipment and/or materials furnished by claimant: The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, services, equipment and/or materials is Opus West Construction Corp. The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty Limited Parnership 10350 Bren Road West, Minnetonka, MN 55343 Name of Claimant: Regency Contracting, Inc. By: Project Manager Verification I, the undersigned, delcare: I am the Project Manager of Regency Contracting, Inc. the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct 5/20/2009	work of improvement upon that certain real property located in the City of: San Diego. County of
After deducting all just credits and offsets, the sum of the rate of 10 per cent per annum from: April 30 2009 is due Claimant for the following labor, services, equipment and/or materials furnished by claimant: Furnish and installed metal stud framing and drywall as per plan. The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, services, equipment and/or materials is Opus West Construction Corp. The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty Limited Parnership 10350 Bren Road West, Minnetonka, MN 55343 Name of Claimant: Regency Contracting, Inc. By: Project Manager Verification I, the undersigned, delcare: I am the Project Manager of Regency Contracting, Inc. the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct 5/20/2009	San Diego , State of California and described as follows: Lockheed Martin T I
After deducting all just credits and offsets, the sum of the rate of 10 per cent per annum from: April 30 2009 is due Claimant for the following labor, services, equipment and/or materials furnished by claimant: Furnish and installed metal stud framing and drywall as per plan. The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, services, equipment and/or materials is Opus West Construction Corp. The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequola Realty Limited Parnership 10350 Bren Road West, Minnetonka, MN 55343 Name of Claimant: Regency Contracting, Inc. By: Project Manager Verification Project Manager of Regency Contracting, Inc. the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct	10301, 10325, 10343 Meanley Drive, San Diego, CA 92131
thereon at the rate of 10 per cent per annum from: April 30 2009 is due Claimant for the following labor, services, equipment and/or materials furnished by claimant: Furnish and installed metal stud framing and drywall as per plan. The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, services, equipment and/or materials is Opus West Construction Corp. The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty Limited Parnership 10350 Bren Road West, Minnetonka, MN 55343 Name of Claimant: Regency Contracting, Inc. By: Project Manager Verification I, the undersigned, delcare: I am the Project Manager of Regency Contracting, Inc. the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct 5/20/2009	
thereon at the rate of 10 per cent per annum from: April 30 2009 is due Claimant for the following labor, services, equipment and/or materials furnished by claimant: Furnish and installed metal stud framing and drywall as per plan. The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, services, equipment and/or materials is Opus West Construction Corp. The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty Limited Parnership 10350 Bren Road West, Minnetonka, MN 55343 Name of Claimant: Regency Contracting, Inc. By: Project Manager Verification I, the undersigned, delcare: I am the Project Manager of Regency Contracting, Inc. the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct 5/20/2009	After deducting all just credits and offsets, the sum of \$134,882.82 , together with interest
following labor, services, equipment and/or materials furnished by claimant: The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, services, equipment and/or materials is Opus West Construction Corp. The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty Limited Parnership 10350 Bren Road West, Minnetonka, MN 55343 Name of Claimant: Regency Contracting, Inc. By: Project Manager Verification I, the undersigned, delcare: I am the Project Manager of Regency Contracting, Inc. the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct 5/20/2009	thereon at the rate of10 per cent per annum from: April 30 2009 is due Claimant for the
The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, services, equipment and/or materials is Opus West Construction Corp. The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty Limited Parnership 10350 Bren Road West, Minnetonka, MN 55343 Name of Claimant: Regency Contracting, Inc. By: Verification I, the undersigned, delcare: I am the Project Manager of Regency Contracting, Inc. the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct 5/20/2009	following labor, services, equipment and/or materials furnished by claimant: Furnish and installed
The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, services, equipment and/or materials is Opus West Construction Corp. The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty Limited Parnership 10350 Bren Road West, Minnetonka, MN 55343 Name of Claimant: Regency Contracting, Inc. By: Verification I, the undersigned, delcare: I am the Project Manager of Regency Contracting, Inc. the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct 5/20/2009	metal stud framing and drywall as per plan.
The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor, services, equipment and/or materials is Opus West Construction Corp. The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequola Realty Limited Parnership 10350 Bren Road West, Minnetonka, MN 55343 Name of Claimant: Regency Contracting, Inc. By: Project Manager Verification I, the undersigned, delcare: I am the Project Manager of Regency Contracting, Inc. the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct 5/20/2009	
The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty	
The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty	The name of the person or company by whom Claimant was employed, or whom Claimant furnished the labor.
The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty	services, equipment and/or materials is Opus West Construction Corp.
Name of Claimant: Regency Contracting, Inc. Project Manager	
Name of Claimant: Regency Contracting, Inc. Project Manager	The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are: Sequoia Realty
Name of Claimant: Regency Contracting, Inc. By: Verification I, the undersigned, delcare: I am the Project Manager of Regency Contracting, Inc. The Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. The Claimant named in the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. The Claimant named in the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. The Claimant named in the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge.	Limited Parnership
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I, the undersigned, delcare: I am the Project Manager of Regency Contracting , Inc. The Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification for the Claimant; I have read the forgoing claim of mechanic's lien and know the contents therof, and the same is true to my own knowledge. I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct 5/20/2009	JEST T. COUL
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declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct 5/20/2009	the Claimant named in the foregoing claim of mechanic's lien: I am authorized to make this Verification
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5/20/2009	same is true to my own knowledge.
5/20/2009	
5/20/2009	declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct
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Signature Date) Signature Of the Individual Who Verifies that the Contents of the Claim of Mechanic's Lien are True	
	(Signature Date) Signature of the Individual Who Verifies that the Contents of the Claim of Mechanic's Lien are True

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SEP 15 2008

Lockheed Martin TI / 11152.00 See subcontract sum breakdown /Drywall Partitions

Regency Contracting Inc. / Jeff Cole

Contact Phone # 7605994459 Contact Fax # 7605996643

Payment Terms: Standard

OPUS WEST-IRVINE

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 07th day of August, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2050 Main St., Suite 800, Irvine, CA 92614, and Regency Contracting Inc. ("Subcontractor") with its office located at 1930 Watson Way, #J, Vista, CA 92081.

Contractor and Subcontractor agree as follows:

- 1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
- Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Lockheed Martin TI documents between Owner and Contractor.
 Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Lockheed Martin TI documents between Owner and Contractor under contract
- 3. Owner. The Owner of the Project is ("Owner").
- 4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect of Record:

Smith Consulting Architects

Civil Engineer:

PBS&J

Structural Engineer of Record:

Opus Architects & Engineers, Inc.

- 5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
- 6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached
- 7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 471,020.00 ("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 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:	ail
Approved by Contractor's project manager #	V
CONTRACTOR Andrew Ranallo OPUS West Construction Corporation	
By: Jeffrey Duly	
Jeffery Delector	_
(Print Name)	
Vice President of Construction	
(Title) 9/22/08	
(Date)	-

SUBCONTRACTOR	
Regency Contracting Inc.	
By:	
ED BLAID	
(Print Name)	
Prendent	
(Title) 9/12/08	
(Date)	

ORIGINAL

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Regency Contracting Inc. dated 08/07/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

Work/Subcontract Documents.

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

Drawings and Specifications

Select	· Description		Number	
Size Plan A ST S2	Title Sheet			Last Revision
AAS 1	General Notes		,	
First Floor Exiting Plan A EX.1 07/15/2008 Second Floor Exiting Plan A EX.2 07/18/2008 First Floor Plan A A1 07/15/2008 Second Floor Reflected Ceiling Plan A A2 07/15/2008 Second Floor Reflected Ceiling Plan A A2.1 07/15/2008 Second Floor Reflected Ceiling Plan A A3.1 07/15/2008 Door Schedule/Details A A3.1 07/15/2008 Pirat Floor Plan B A1 07/15/2008 Second Floor Reflected Calling Plan B A2 07/15/2008 Second Floor Reflected Ceiling Plan B A2.1 07/15/2008 Second Floor Reflected Ceiling Plan B A3.1 07/15/2008 Door Schedule/Details B A3.1 07/15/2008 Doralls B A3.1 07/15/2008 She Plan B A8.1 07/15/2008 Doralls B A3.1 07/15/2008 She Plan B A8.1 07/15/2008 First Floor Exiting Plan B EX.2 07/15/2008 Second Floor Exiting Plan C A1 07/15/2008 Second Floor Plan </td <td>Site Plan</td> <td></td> <td>•</td> <td>•</td>	Site Plan		•	•
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Note Sheet			E1.18	07/15/2008
Note Sheet			E1.1C	07/15/2008
Luminaire Schedule	•	. "	E1.2A	07/15/2008
Luminaire Schedule			E1.2B	07/15/2008
Luminaire Schedule	Y		E1.2C	07/15/2008
Title 24 Calcs			E1.3A	07/15/2008
Title 24 Calcs	4		E1.3B	07/15/2008
Title 24 Calcs	•		E1.3C	07/15/2008
First Floor Lighting Plan			E2.1A	~ 07/15/2008
First Floor Lighting Plan	.,		E2.18	07/15/2008
First Floor Lighting Plan		• .	E2.1C	07/15/2008
Second Floor Lighting Plan	7		E2.2A	07/15/2008
Second Floor Lighting Plan			E2.2B	07/15/2008
Second Floor Lighting Plan			E2.2C	07/15/2008
First Floor Power Plan			E3.1A	07/15/2008
First Floor Power Plan			E3.1B	07/15/2008
First Floor Power Plan			E3.1C	07/15/2008
Second Floor Power Plan			E3.2A	07/15/2008
Second Floor Power Plan			., E3,2B	07/15/2008
Second Floor Power Plan			E3.2C	07/15/2008
Roof Power Plan			E4.1A	07/15/2008
Roof Power Plan			E4.1B	07/15/2008
Roof Power Plan		•	E4.1C	07/15/2008
Singleline Diagram			E5.1A	07/15/2008
Singleline Diagram			E5.1B	07/15/2008
Singleline Diagram			E5.1C	07/15/2008
Panel Schedules			E6.1A	07/15/2008
Panel Schedules			E6.1B	07/15/2008
Panel Schedules			E6.1C	07/15/2008
Detail Sheet 1			E7.1A	07/15/2008
Detail Sheet 1			E7.1B	07/15/2008
Detail Sheet 1			E7.1C	07/15/2008
Detail Sheet 2			E7.2A	07/15/2008
Detail Sheet 2			E7.2B	07/15/2008
Detail Sheet 2		•	E7.2C	07/15/2008
Schedules		•	M-1A	07/15/2008
Schedules			M-1B	07/15/2008
Schedules			M-1C	07/15/2008

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First Floor Plan					M-2A	07/15/2008
First Floor Plan					M-2B .	07/15/2008
First Floor Plan					M-2C	07/15/2008
Second-Floor Plan				*	M-3A	07/15/2008
Second Floor Plan					М-3В	07/15/2008
Second Floor Plan					M-3C	07/15/2008
First Floor Piping Plan					M-4A	07/15/2008
Roof Plan					M-4B	07/15/2008
First Floor Piping Plan					M-4C	07/15/2008
Second Floor Piping Plan					M-5A	07/15/2008
First Floor Piping Plan					M-5B	07/15/2008
Second Floor Piping Plan					M-5C	÷07/15/2008
Title 24 Cales				•	M-6A	07/15/2008
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Title 24 Calcs			,		M-7B	07/15/2008
Schedules, Notes, Details					PA-01	07/15/2008
First Floor Plan					PA-1.0	07/15/2008
Second Floor Plan					PA-1.1	07/15/2008
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Second Floor Plan				*	PC-1.1	07/15/2008
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Supplemental Design Docum	onte		4			
Description Design Docum	E11172					
Special Conditions of Subcon	tract				· · · · · · · · · · · · · · · · · · ·	Date
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Description	Date
Special Conditions of Subcontract	04/25/2007
Supplemental General Conditions of Subcontract	04/25/2007
General Conditions of Subcontract	04/25/2007

Other Documents

N/A

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

Modifications and Clarifications

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

- Subcontractor shall provide a level 3 finish at all drywall that received wood panels, level 4 finish on all drywall that receives paint or direct applied wallcovering, and level 5 finish at all drywall ceilings and soffits.
- 2 Subcontractor shall ensure all wall framing and gympsum board is plumb and flat.
- Subcontractor shall install all gympsum board at least a half inch (1/2") gap above the finished flooring elevation. This is to help prevent possible future water on the slab and/or concrete decks from soaking into the gympsum board wall finish. If Subcontractor install gympsum board without a half inch (1/2") gap above the finished flooring elevation and this gympsum board gets damaged by standing water that the gap would have prevented, the replacement of the gympsum board is at the sole cost of the Subcontractor.
- Subcontractor shall provide smooth flat surface with no variation at celing to ensure flush installation of grid. Any walls which creates gaps at the ceiling grid as a result of drywall or tape not being flat shall be caulked at Subcontractor's expense.
- Subcontractor acknowledges that the Contractor is going for a LEED Silver rating on the project. Subcontractor will therefore meet all the requirements and provide the necessary documentation to meet the LEED requirements.

This Subcontract excludes the following:

- A. Firestopping and/ or caulking of pipes, conduits, electrical boxes and ductwork.
- Wood of any sort.
- C. Performance or Payment Bond.
- D. General Building Permit.
- E. Fire spray and fire safing insulation per Detail 6/A6.1.
- F. Welding.
- G. Insulation

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

N/A

Schedule Notes

- 1. In accordance with requirements as described in the project schedule titled "Lockheed Martin Development Time Plan" with a run date of June 2, 2008 and as described in Contractor's periodic updates to the Project Schedule and Contractor's Superintendent's two and three week look ahead schedules.
- 2. Completion of all Tenant Improvement Drywall work for second floor building B 10/09/08
- 3. Completion of all Tenant Improvement Drywall work for first floor building B 10/16/08
- 4. Completion of all Tenant Improvement Drywall work for second floor building A 10/23/08
- 5. Completion of all Tenant Improvement Drywall work for first floor building A 10/30/08
- 6. Completion of all Tenant Improvement Drywall work for second floor building C 11/06/08
 7. Completion of all Tenant Improvement Drywall work for first floor building C 11/13/08
- 8. Subcontractor shall make best efforts to accelerate schedule,

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name		
11152.00	Lockheed Martin TI	Building A Partitions		Rate
11152.00	Lockheed Martin TI	-		\$107,171.00
11152.00		Building A Metal stud Furring at perimeter		\$38,541.00
	Lockheed Martin TI	Building B Partitions		\$131,283.00
11152.00	Lockheed Martin TI	Building B Metal stud Furring at perimeter		\$21,199.00
11152.00	Lockheed Martin T1	Building C Partitions		,
11152.00	Lockheed Martin TI	· ·		\$128,775.00
		Building C Metal stud Furring at perimeter		\$44,051.00
			Total	\$ 471,020.00

Subcontract Sum Breakdown

Name	Account Code		Amount
Gypsum Board Systems - Subcontract	11152.00-F10-09000.00-S		\$471,020.00
		Total	\$471,020.00

Unit Pricing

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

The following unit prices shall be in effect until:

Unit Price List

Name	Rate	Quantity UOM	
Carpenter	\$44.00	Hour	
Foreman	\$55.00	Hour	
Laborer	\$30.00	Hour	

5. Alternates.

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

Alternates

N/A

The alternate prices shall be in effect until:

Alternates Notes

END OF RIDER A

(2013年) 经股份的证金

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Regency Contracting Inc. dated 08/07/2008. 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 indemnity (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 neg
- (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 it any of the provisions of this Section are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this Section will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

Section 5. Waiver,

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

Section 6. SWPPP

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

Section 7. California License Law.

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

Lockheed Martin TI / 11152.00 **Drywall Partitions**

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

OWCC Subcontract Form Rider B (California) Rider B Page 2 of 2

Februrary 2008 Edition

Drywall Partitions

RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Regency Contracting Inc. dated 08/07/2008. 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.

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

(a) Workers' Compensation

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

Commercial General Liability
(Electrical, HVAC, Plumbing, Fire Protection Sprinkler,
Steel Erection, Elevator, Excavating,
Roofing, Foundation and Curtain Wall Subcontractors)

Commercial General Liability (All Other Subcontractors)

Commercial Automobile Liability

Professional Liability (to the extent required of Subcontractor under the Subcontract Documents)

Statutory Limits

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

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

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

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

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

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

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

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

2 Contractor's Builder's Risk Insurance.

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

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

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

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

END OF RIDER C

AK-



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

Change Order Date:	09/09/2008			
Change Order #:	1			Drywall Partitions
To Subcontract Agreement dated:	00.000.000	. *		CON-11152.00-5
TO: Regency Contracting Inc. 1930 Watson Way, #J Vista, CA 92081	08/07/2008	PROJECT:	See Lockheed Martin TI 10301, 10325, 10343 Meanl San Diego, CA 92131	e subcontract sum breakdown sy Drive
CHANGE DETAILS				
ream manager one, 1 de s	change the modifications statement "all ceilings and s and soffits will receive a	l soffits will receive a l	evel 5 Smisha witt h.	Amoun. \$0.00
SCHEDULE				\$0.00
Completion date of original contract v	will not be adjusted, unless n	oted herein.		
CONTRACT SUMMARY			,	
<u>Cost Code</u> 11152.00-F10-09000.00-S		Amount 71,020.00	This Change Order \$0,00	Current Contract Amount \$471,020.00
	\$4	71,020.00	\$0.00	\$471,020.00
Original Contract Amount	***************************************	•••••		with the second
Previously Approved Change Ord	lers		***************************************	\$471,020.00
Amount this Change Order		***************************************	***************************************	\$0.00
Amount this Change Order	**********************************	***************************************		\$0.00
Contract Amount to Date	000 to 10 10 10 10 10 10 10 10 10 10 10 10 10	***************************************	9014409 40 09409404444444	\$471,020.0 0
ACKNOWLEDGEMENT				
Please sign and return all original copie	28			
Regency Contracting Inc.	2,,	OPUS West (Construction Corporation	
Ed BUAICO	alulus	Andrew Rana		

Printed On: 09/09/2008

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

11 /

RECEIVED



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

OCT 21 2008

OPUS WEST-IRVINE

Change Order Date:
Change Order #:

10/16/2008

2

Drywall Partitions

CON-11152.00-5

To Subcontract Agreement dated:

08/07/2008

See subcontract sum breakdown

TO: Regency Contracting Inc.

1930 Watson Way, #J Vista, CA 92081 PROJECT: Lockheed Martin TI

10301, 10325, 10343 Meanley Drive

San Diego, CA 92131

CHANGE DETAILS

Item Description

Cost increase due to the changes made in Field Bulletin 3.

Amount

\$6,380.00 \$6,380.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
11152.00-F10-09000.00-S	\$471,020.00	\$6,380.00	\$477,400.00
	\$471,020.00	\$6,380.00	\$477,400.00
Original Contract Amount	••••••		\$471,020.00
Previously Approved Change Orders			\$0.00
Amount this Change Order			\$6,380.00
Contract Amount to Date			

ACKNOWLEDGEMENT

Please sign and return all original copies

Regency Contracting Inc.

EDBUIC LO 1710 S

Date

Date

OPUS West Construction Corporation

Andrew Ranallo

Printed Name

10/22/08

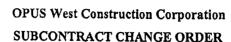
Reference this change order number on all Application for Payment documents.

Printed On: 10/16/2008

Page 1 of 1

U





NOV 07 2008

OPUS WEST-IRVINE

Change Order Date:

10/29/2008

Change Order #:

3

Drywall Partitions

CON-11152.00-5

To Subcontract Agreement dated:

OPUS.

08/07/2008

See subcontract sum breakdown

TO: Regency Contracting Inc.

Vista, CA 92081

1930 Watson Way, #J

PROJECT: Lockheed Martin TI

10301, 10325, 10343 Meanley Drive

San Diego, CA 92131

CHANGE DETAILS

Item Description

Cost to change Building B lobby, demo work throughout Building B and build up the window

Amount \$22,674.00

\$22,674.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code **Previous Amount** This Change Order Current Contract Amount 11152.00-F10-09000.00-S \$477,400.00 \$22,674.00 \$500,074.00 \$477,400.00 \$22,674.00 \$500,074.00 Original Contract Amount..... \$471,020.00 Previously Approved Change Orders.... \$6,380.00 Amount this Change Order.... \$22,674.00 Contract Amount to Date..... \$500,074.00

ACKNOWLEDGEMENT

Please sign and return all original copies

OPUS West Construction Corporation

Andrew Ranallo

Date

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



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

JAN 07 2009

OPUS WEST-IRVINE

Change Order Date: Change Order #:

12/15/2008

Drywall Partitions

CON-11152.00-5

To Subcontract Agreement dated:

08/07/2008

See subcontract sum breakdown

TO: Regency Contracting Inc.

1930 Watson Way, #J

Vista, CA 92081

PROJECT: Lockheed Martin TI

10301, 10325, 10343 Meanley Drive

San Diego, CA 92131

CHANGE DETAILS

Item Description

Subcontractor shall provide all material, labor, equipment for the added metal stud framing and drywall in the new kitchen in Building B. This Work includes but is not limited to the added

soffits shown on submittal plans, demolition, cabinet backing, infill existing door, patch Work,

Amount \$16,720.00

framing for the new shaft above kitchen on the second floor and firestop.

\$16,720.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code **Previous Amount** This Change Order Current Contract Amount 11152.00-F10-09000.00-S \$500,074.00 \$16,720.00 \$516,794.00 \$500,074.00 \$16,720.00 \$516,794.00 Original Contract Amount.... \$471,020.00 Previously Approved Change Orders... \$29,054.00 Amount this Change Order..... \$13,720.00 Contract Amount to Date..... \$516,794.00

ACKNOWLEDGEMENT

Please sign and return all original copies

OPUS West Construction Corporation

Andrew Ranallo

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



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

Change Orde	r Date:	01/28/2009		•	D
Change Orde		5			Drywall Partitions
_	ct Agreement dated:	08/07/2008			CON-11152.00-5
	egency Contracting Inc.	06/07/2006	DDOID	VT 7 11 124 1 m	See subcontract sum breakdown
	930 Watson Way, #J		PROJEC	T: Lockheed Martin TI	
V	ista, CA 92081			10301, 10325, 10343 Me San Diego, CA 92131	anley Drive
CHANGE DI					
Item	Description		·		Amount
1	architectural detail sho	ovide rework of existing w	all at room B253 t	o meet mullion in lieu of	\$3,418.00
2		wn on Drawings. r out existing conference r	oom curtain wall	is detail was missed on	
	architectural drawings.			•	\$1,800.00
3	Subcontractor shall rel	ocate core and shell exit si	gns at exterior stai	rwells for all three buildings	\$2,807.00
4	due to 11 design.			•	\$2,007.00
5	Subcontractor shall ten	work window framing due	to revised sill deta	il as shown on drawings.	\$8,399.00
J	to conflicts.	e and muzh wanz inn ueis	int at room B232 i	and B236, B113, and B130 due	\$2,801.00
6	Subcontractor shall fur	out storage room wall as r	equested by super	intendent for all buildings.	£5.011.00
7	Subcontractor shall pro	ovide relocation of walls as	described in Field	Bulletin #2	\$5,911.00 \$2,160.00
8	Subcontractor shall pat	ch electrical outlets due to	relocation by Ten	ant	\$22,855.00
9	Frame false columns in	sill lab per architectural f	ield bulletin.		\$2,762.00
10	Subcontractor shall tap	e and finish drywall at eter	rior stairs to level	IV finish.	\$3,390.00
*				•	\$56,303.00
SCHEDULE					, , , , , , , , , , , , , , , , , , , ,
Completic	on date of original contract	will not be adjusted, unless no	oted herein.		
CONTRACT	SUMMARY				
	Cost Code	Previous	Amount	This Change Order	
11152.0	0-F10-09000.00-S		6,794.00	\$56,303.00	Current Contract Amount
			6,794.00	\$56,303.00	\$573,097.00 \$573,097.00
Original	Contract Amazza				
Previous	y Approved Change Ord	ders	••••••••••		\$45,774.00
Amount t	his Change Order				\$56,303.00
Contract	Amount to Date				
				***************************************	\$573,097.00
ACKNOWLE	DGEMENT			-NW	
Please sign an	d return all original copi		(<i>(</i>)	
r rease sign and	u return an original copi	es			
Regyncy/Cont	racting Inc.		OPUS W	est Construction Corporation	
JAM.	ht.		2. 00 W	- Constitution Corporation	
	111				
115	1Rel H. (247	2/2/09	Andrew I	Ranallo	•
Printed Name		Date	Printed Nar		- David

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

Printed On: 01/28/2009



3CONTRACT APPLICATION FOR PAYMI

Committee and the first programmers of the committee of

Project Name: Subcontractor:	Lockheed Martin TI		Project Num	iber :	11152 / /			
Supplier #:	Regency Controlling Inc.		_ Date of Appl	lication :	9/12/	09		
Address:	1930 Watson Way, #J		_		1			
	Vista, CA 92081		_ Application					c. (^)
Phone:	760-599-4459	_ Period From	1;		Period To	9/30/8	98	
Remittance Address:	OPUS West Constructi	on Corn	-					
	Attn: Accounts Payab	ole	-					
	2050 Main Street, Suite	800	-	•				
	Irvine, CA 92614		-					
CONTRACT INFORMATI	ON		-					
OPICINAL CONTRACT	ITEM		SAL	ES TAX(\$) (If a	nnlicable	т		
ORIGINAL CONTRAC OPUS APPROVED CHANGI	TAMOUNT				ppiicitore)	 	TOTAL(S)	
OT OS ATTROVED CHANGE		CTO DATE				 		\$471,020.0
	CONTRACT AMOUNT	TO DATE TOTAL	4					\$471,020.0
APPLICATION INFORMA								1,020.0
A Total Completed & Store	d to Date		165.	000				
B Less Retainage	1() %	1(0)	500	-			
C Total Earned Less Retains		- .		200	-	1110		
D Less Previous Billin gs (pr e	evious req's line C)					7487	500 70	_
E Current Payment Due (C.	D)				-			
Bulance to Finish, Plus Re	tainage (G - A + B)			£471 000 00		1482	100	-
G Current Gross Amount Co	ompleted This Period		165	\$471,020.00	•	·	.24	
			100	000	-			
	SUBCONTRACTO	R:	Regency Co	atroung line			C	
\$	BY:		7		\Rightarrow		Supplier :#	1053205
	DATE:		9	12/08				
PPLICATION BREAKDO	<u>vv</u> n							
HIS SECTION MUST BE CO	OMPLETE IN ORDER FOR TH	IIS PAYMENT TO BE P	ROCESSED BY	OPUS				
				0103				
			P					
		1 _	From				-	
Account Code	_	Current Contract	Previous	1	Total Wast	' -		
Account Code	Description	Current Contract Amount	Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This	l
				This Period	Total Work Complete I + G	Percent Complete A / H	Retainage This Application	Net Payment
Account Code	Description Gyp Board Systems		Application		Complete I + G	Complete A / H		l
		Amount	Application	This Period	Complete I + G	Complete		Net Payment
		Amount	Application		Complete I + G	Complete A / H		Net Payment
		Amount	Application		Complete I + G	Complete A / H		Net Payment
		Amount	Application		Complete I + G	Complete A / H		Net Payment
		Amount	Application		Complete I + G	Complete A / H		Net Payment
		Amount	Application		Complete I + G	Complete A / H		Net Payment
		Amount	Application		Complete I + G	Complete A / H		Net Payment
		Amount	Application	165,000	Complete I+G ICOSIOOU	Complete A/H	Application	Net Payment G - K
	Gyp Board Systems	\$471,020.00	Application		Complete I + G	Complete A / H	Application	Net Payment

Opus West Construction Corp

Latest Invoice No. 0908 1115200 APP1 Contract # 29185

Latest In

Job:

Lockheed Martin TI

ate NTotal Gross Amount Total Retainage 165,000.00

Total Discount 16,500.00

Total Payment Amount 148,500.00

Please return attached release to:

Opus West 2050 Main Street Ste 800 Irvine, CA 92614

Check No. 112501

10/23/2008

1053205

Regency Contracting Inc

\$***148,500.00

Opus West Construction Corp

Contract #

29185

Job:

1115200

Lockheed Martin TI

Latest Invoice No. 0908 1115200 APP1

Latest Invoice Date 09 25 2008

Total Gross Amount 165,000.00

Total Retainage 16,500.00

Total Discount Total Payment Amount 148,500.00

Check No. 112501

10/23/2008

1053205

Regency Contracting Inc

\$***148,500.00



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	Lockheed Martin TI		Project	Number:	11152		:	
Subcontractor:	Regency Contracting Inc.			Application:		0/10	108	
Supplier #:	1053205			••			700	
Address:	1930 Watson Way, #J		Applica	tion Number:		∂		: 1
	Yista, CA 92081		Period 1	Prom:	*******	Period	To: (C)	131108
Phone:	7605994459	· · · · · · · · · · · · · · · · · · ·						0 .75
Remittance Address :	OPUS West Construction C	urporation	····					
	Attn : Accounts Payable							
	2050 Main Street Suite 800							
	Irvine, CA 92614							
CONTRACT INFORMA	ATION	•						•
	Mati		SALES	TAX (3)(if applic	able)		TOTAL (3)	
ORIGINAL CONTRACT	AMOUNT						\$471,020.00	
OPUS APPROVED CHA	NGE ORDER thru# 2	,					\$6,380.00	
	CONTRACT AMOUNT TO DA	TR TOTAL					\$477,400.00	
APPLICATION INFOR	MATION			<u>.</u>				
A Total Completed &	Stored to Date		.3	86,38	<u>o</u>			
B Less Retainage	10	%	3	28,038	£	-ر، د	מ על" כ	
C Total Earned less I	Retninage (A - B)			·		34	1,142	
D Less Previous BOL	ngs (previous req's line C)		s /L	19,500	2		242	
E Current Payment l	Due (C - D)	•	•	, 0,	_	:199	242	'سلمان
P Balance to Pinish,	Plus Retainage (H - A + B)		s_12	19, less	8			
G Current Gross Am	ount Completed This Period		:2	21.380	5			
	SUBCONTRAC	CTOR: Reg	ncy Contracting I	inc.	4		Sumaline # 104	53205
	BY:				11		Supplier#: 103	
	BI:						~	
	DATE:	:	(0	117/08				
APPLICATION BREAK			,					
THIS SECTION MUST B	B COMPLETED IN ORDER PO	OR THIS PAYMENT TO	BE PROCESSE	D BY OPUS				
٠.			Work C	ompleted				
Account Code	Description	CurrentContract Amount	Prom Provious Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
11152.00-F10-09000.00-S	Oypsum Board Systems -	\$477,400,00			I+G	A/H		G-K
	Subcomment	34 / //400,00	165000	221380	386380	80	22138	19974
······································	Total	\$477,404.00	165000	221380	366380	80	22135	199247
		Н	I,				K	B
Latered By :			Approv	ed By :				
	Accounting	Dato		_	Proj	oct Manager		Date
SHADED AREA FOR C	PUS ACCOUNTING USE C	DNLY			·	_		
		e de Valente.		No. of the second				
						,	· · · · · · · · · · · · · · · · · · ·	

Opus West Construction Corp Latest Invoice No.

0109 1115200 APP4

Contract #

Lockheed Martin TI

Total Discount

Total Payment Amount 199,242.00

ate 0120009

Total Gross Amount Total Retainage 221,380.00

22,138.00

Meastrannanananas alassam

Opus West 2050 Main Street Ste 800 Irvine, CA 92614

Check No. 117636

2/25/2009

1053205

Regency Contracting Inc

\$***199,242.00

Opus West Construction Corp

Contract # 29185 Job: 1115200

Lockheed Martin TI

Latest Invoice No. 0109 1115200 APP4

Latest Invoice Date 01 25 2009

Total Gross Amount 221,380.00

Total Retainage 22,138.00

Total Discount .00

Total Payment Amount 199,242.00

Check No. 117636

2/25/2009

1053205

Regency Contracting Inc

\$***199,242.00



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	Lockheed Martin TI		Project	t Number:	11152			
Subcontractor:	Regency Contracting Inc.			f Application:		1/2 /	10	
Supplier #:	1053205		Date ()	Application:	!	12010	18	
Address:	1930 Watson Way, #J		A polic	ation Number:		\geq		
	Vista, CA:92081							/ / _
Phone:	7605994459		Period	From:		Perio	d To:	130/08
Remittance Address :								
realited Address :	OPUS West Construction (Attn: Accounts Payable	_orporation						
	•							
	2050 Main Street Suite 800)						•
	Irvine, CA 92614							
CONTRACT INFORM	ATION							
	ITEM		SALES	TAX (\$)(if applic	able)		TOTAL (\$)	
ORIGINAL CONTRACT							\$471,020.00	
OPUS APPROVED CHA	ANGE ORDER thru# 3						F20.064.00	
	CONTRACT AMOUNT TO DA	TE TOTAL					\$29,054.00	<u></u>
APPLICATION INFOR		TE TOTAL					\$500,074.00)
	-		_	. مہ				•
A Total Completed &	& Stored to Date		2 7	00,074	_			
B Less Retainage		. %	2	<u> </u>			_	
C Total Earned less I	Retainage (A - B)					5450	,0CeCe	
D Less Previous Billi	ngs (previous req's line C)		2_12	347,74	2_			-2-
E Current Payment Due (C - D)				.1/		. 10)	,066 324	
F Balance to Finish, I	Plus Retainage (H - A + B)		\$			<u> </u>		
G Current Gross Am	ount Completed This Period		<u> </u>					
	SUBCONTRA	CTOR: Reg	ency Contracting I	Inc				:
	BY:		3/2		, 		Supplier #: 105	33205
	DI;	<u> </u>						
	DATE:		11115	108				
APPLICATION BREAK								
HIS SECTION MUST BI	E COMPLETED IN ORDER FO	OR THIS PAYMENT TO	BB PROCESSE	D BY OPUS				
			Work C	ompleted		T		i
Account Code	Description	0 10 1		1	{		1	
	Description	CurrentContract Amount	From Previous	This Period	Total Work	Percent	Retainage This	Net Payment
		7 2 2 3 5 5 5	Application	This Period	Complete	Complete	Application	
					I+G	A/H		O-K
1152.00-P10-09000.00-S	Gypsum Board Systems - Subcontract	\$500,074.00	386020	113694	500,074	100	11370	1022-16
	Total	\$500,074.00	0000	11001	0-77	1,00	110.70	102329
		н	ī	G	^		K	E
Intered By :			Approv	ed By :				
	Accounting	Date			Proj	ect Manager		Date
HADED AREA FOR O	PUS ACCOUNTING USE C	DNLY				-		
Venderling.							West and the second	
				(C)			(III.)188p	

Lockheed Martin TI Opus West Construction Corp Contract # 29185 Latest Invoice No. Total Gross Amount Latest Invoi Total Retainag ate Total Discount Total Payment Amount 1108 1115200 APP3 11 5 2008 113,694.00 11,369.40

Please return attached release to:

Opus West 2050 Main Street Ste 800 Irvine, CA 92614

Check No. 115568

12/30/2008

1053205

Regency Contracting Inc

\$***102,324.60

102,324.60

Opus West Construction Corp

Contract #

29185

Job: 1115200

Lockheed Martin TI

Latest Invoice No. 1108 1115200 APP3 Latest Invoice Date 11 25 2008

Total Gross Amount 113,694.00

Total Retainage 11,369.40

Total Discount

Total Payment Amount .00 102,324.60

Check No. 115568

12/30/2008

1053205

Regency Contracting Inc

\$***102,324.60



SUBCONTRACTOR APPLICATION FOR PAYMENT

A CONTRACTOR OF THE PROPERTY O

Project Name:	Lockheed Martin TI		, ,	Project Number: 11152					
Subcontractor:	Regency Contracting Inc.								
Supplier #:	1053205		Day	Date of Application:			2/12/09		
Address:	1930 Watson Way, #J						19_1		
	Vista, CA 92081			pilestion Number	·		4		
Phone:	7605994459		Per	lod From:	2//	109 P	erlod To: 2	12-54/0	
Remittance Address:	OPUS West Construction	on Corporation	:				=	168/0	
	Attn : Accounts Payable	ŧ			_				
	2050 Main Street Suite	800			*.*		•		
	irvine, CA 92614								
CONTRACT INFORM	TATION		٠.		• •		•		
	ITEM		18.0		-				
ORIGINAL CONTRAC	T AMOUNT		NAL	ES TAX (S)(If ap)	plicable)		TOTAL (\$)		
OPUS APPROVED CH	ANGE ORDER thru# 5						\$471,020	.00	
	CONTRACT								
PPLICATION INPOF	CONTRACT AMOUNT TO	DATE TOTAL				 	\$102,077	.00	
							\$573,097	.00	
- viai completen d	Stored to Date			572 10	سرا				
Less Retainage	10) %	•`	100 C	2-				
Total Earned less F	Retainage (A - B)		,	242	1,20				
Less Previous Billi	ngs (previous reg's line C)			<i>(</i> - • • · ·	1.00	s_570	77873	60	
Current Payment [Due (C + D)		54	50,00	<u>U</u> = 0		120		
Balance to Finish, !	Plus Retainage (H - A + B)				5 6.	5.65	720 70	1	
Current Gross Ami	ount Completed This Period		٤\$	1,309	10	,	-100 -		
			\$	73,023			*:		
	SUBCONTRA	CTOR: Reg	gency Contracting	140.					
	BY:	<		\gg			Supplier#: 10	53205	
	DATE:			- <u> </u>					
LICATION BREAKE	NANO		2	1209					
S SECTION MUST BE	COMPLETED IN ORDER FO	OP THE PARTY							
	J. D.C.K.P.	THIS PAYMENT TO	O BE PROCESSE	D BY OPUS	•				
Account Code	D		Work C	ompleted		T		Ţ	
1-3-3	Description	CurrentContract	From			-			
		Amount	Previous	This Period	Total Work Complete	Percent	Retainage This	Net Payment	
00-F10-09000.00-S			Application		- Junpiele	Complete	Application		
ľ	Gypsum Board Systems - Subcontract	\$573,097.00		7.0	1+0	A/H			
	Total	\$573,097.00	500074		573097	100	7,30230	G·K	
		H	500074	73023	573097	700	7200	65720?	
	•			0	A		7302.30	65720.	
ed By :								E	
	A		Approve	d By:					
	Accounting US ACCOUNTING USE O	Date		-					

SUBCONTRACT APPLICATION FOR PAYMENT

Project Name:	Lockheed Martin Tl		Project Numb	er:	11152			
Subcontractor:	Regency Contracting Inc.	·	Date of Appli	cation				15-Apr
Supplier #:	105 <u>3205</u>		Application N	umber :				5
Address:	1930 Watson Way, #J		Period From	:	iob comple	te		<u>-</u>
	Vi <u>sta, CA 92081</u>							
Phone:			_	•				
Remittance Address	: OPUS West Construction Corp	poration						
	Attn: Accounts Payable							
	2050 Main Street Suite 800		•					
	Irvine, CA 92614							
CONTRACT INFOR	RMATION							
	ITEM		SALES	TAX(\$) (if ap	plicable)		TOTAL(\$)	-
ORIGINAL CONTRA								\$471,020.00
	HANGE ORDER THRU #	4				4.7		\$113,929.42
CONTRACT AMOUN	NT TO DATE TOTAL							\$584,949.42
APPLICATION INF	ORMATION					<u> </u>		4301,717.12
A Total Completed &	& Stored to Date		\$ 584.949.4	2	·			
B Less Retainage	<u>10 %</u>		\$.0	0				
C Total Earned Less	Retainage (A - B)			•		\$ 584,949.4	2	
D Less Previous Billi	ngs (previous req's line C)		\$ 450.066.60	0				
E Current Payment I	Due (C - D)					\$134,882.8		
F Balance to Finish, I	Plus Retainage (H - A + B)		<u>-\$ 68.155,4</u>	2			. 18	
G Current Gross Am	ount Completed This Period		\$.00)				
	SUBCONTRAC	CTOR:	Regency Contr	acting Inc.		Supplier #:	1053205	
	BY:					7		
	DATE:			4/2	09		······································	
			•	*****		·		
APPLICATION BRE			•					
THIS SECTION MUS	T BE COMPLETE IN ORDER F	OR THIS PAYMENT	TO BE PROCES	SSED BY OPU	S			
			From					
		Current Contract	Previous		Total Work	Percent	Datainana This	
Account Code	Description	Amount	Application	This Period	Complete	Complete	Retainage This Application	Net Payment
					I+G	A/H		G - K
								0 · K
11152.00-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$584, 949.42	0504.040.40					
	· · · · · · · · · · · · · · · · · · ·		\$584,949.42	\$0.00	\$ 584,949.42	100.00%	\$0.00	\$0.00
	TOTAL	\$584,949.42	\$584,949.42	\$0.00	\$584,949.42	113.19%	\$0.00	\$0.00
		Н	I	G	A	J	K	E
SHADED ADEA FOR	OPUS ACCOUNTING USE ON	II 37						
	OPUS ACCOUNTING USE ON		`\					

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

OPUS WEST CONSTRUCTION 2050 MAIN STREET, SUITE 800 IRVINE, CA 92614 DATE:

4/10/2009

INVOICE #

1434

INVOICE

JOB: LOCKHEED MARTIN TI
MEANLY DRIVE
SAN DIEGO, CA

HLLING		150 #	CHARCES
DATE	DETAILS	P.O. #	CHARGES
	CO #14		\$ 2,288.02
		1	

Please pay this amount: Terms: DUE ON RECEIPT

When sending payment, include the invoice number on the check. Thank you.

1930 WATSON WAY, STE. J • VISTA, CA 92083 • TEL (760)-599-4459 • FAX (760)-599-6643

March	18, 2009				
Opus V	West Construction				
Attn:	Andrew Ranallo				
Re:	Lockheed Martin Horizon Tech Center San Diego, CA				
		Request	for Change Order No. 14		
	cy Contracting, Inc. agrees to comping all material, equipment and ins		following scope of work, with excepti s as outlined below.	ons, in a t	imely manner
SCOP	E OF WORK:				
	Work Authorization Number L 44 03/16/09		LABOR 25 hours @ \$45/hr MATERIAL	\$ \$	1,125 38.02
	Work Authorization Number L 45 03/16/09		LABOR 25 hours @ \$45/hr MATERIAL	\$ \$	1,125 00.00
		Total:	\$ 2,288.02		
PAYN	IENT TERMS:	As per	contract		
Accept	eed by		Date		

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

EXTRA WORK AUTHORIZATION

DATE	3/16/09	<u> </u>	10. 2 43
CONTRACTOR	opus		
JOB NAME	Lockheed Murtin		
JOB ADDRESS	Miramesa		
WORK TO BE D	ONE REDAIR LIADE de	LWOAR, IV	all
Chair	ONE <u>Repair frade</u> de way's BIS. A.B.C.	1	
510.11			
			- 22
	25 hrs @ \$45,00 per hour	1,125	TOTALS
LABOR _			
MATERIAL _			
EQUIPMENT _			
SUBS			
, 1	OWCC Supt. acknowledges that work	PLUS 15% (D& P
ACCEPTED BY	was completed. OWCC Supt. does not acknowledge unit prices or cost.	GRAND TOTA	AL \$ 1,125
Thick	Vuly		
COMPANY NAI	ME /	STANDARD LABOR \$	62.50/HR
0016		MATERIAL, EQUIPME	
	/	ADDITIONAL MOVE-0	DNS \$400

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

	EXT	RA WORK AUTHO	ORIZATI		
DATE	3/16/09			NO.	L 44
CONTRACTOR	opus				
JOB NAME	Lockhu	a Martin			
JOB ADDRESS	Miraw	469			
WORK TO BE D	ONE \mathcal{H} . \mathcal{H}	3 Kitchen	add	expancion	Joint
dueto	Wall D	yper and pa	int.	touch up -	trade
damage	IN Ki	3 Kitchen offer and pa teren for	vall	Paper and	I paint.
Matura		pouncien Join > MUd.	nt '	2 Bag's ho	ot mud

					mom
LABOR 2	5 hrs @#	45. per hour	1,125		TOTALS 31 1,12
MATERIAL					38.62
EQUIPMENT					<u></u>
SUBS	· · · · · · · · · · · · · · · · · · ·		2 22 10 10 2	· · · · · · · · · · · · · · · · · · ·	-
1	1 0	OWCC Supt. acknowledges		PLUS 15% O& F)
ACCEPTED BY	July	was completed. OWCC Sup- acknowledge unli prices	i. does not or cost.	GRAND TOTAL	# 1,163.02
COMPANY NAI	ME +	· · · · · · · · · · · · · · · · · · ·	STAT	VDARD LABOR \$62.50)/HR
F V				ERIAL, EQUIPMENT,	

ADDITIONAL MOVE-ONS \$400

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

OPUS WEST CONSTRUCTION 2050 MAIN STREET, SUITE 800 IRVINE, CA 92614 DATE:

3/10/2009

INVOICE #

1426

INVOICE

JOB:

LOCKHEED MARTIN HORIZON TECH SAN DIEGO, CA

BILLING			
DATE	DETAILS	P.O. #	CHARGES
	CO #10 CO #11 CO #12 CO #13		\$ 1,469.13 \$ 2,876.93 \$ 2,700.0 \$ 1,438.3

Totals:

\$ 8,484.40

Please pay this amount: Terms: DUE ON RECEIPT

1930 WATSON WAY, STE. J • VISTA, CA 92083 • TEL (760)-599-4459 • FAX (760)-599-6643

Februa	ry 4, 2009				
Opus V	Vest Construction				
Attn:	Andrew Ranallo				
Re:	Lockheed Martin Horizon Tech Center San Diego, CA	Reques	t for Change Order No. 10		
Regeno provid	cy Contracting, Inc. agrees to comping all material, equipment and ins	lete to fo urances	ollowing scope of work, with excepti as outlined below.	ions, in a ti	mely manner
Extra	E OF WORK: Work Authorization Number L 37 12/30/08		LABOR 31 hours @ \$45/hr MATERIAL	\$ \$	1,395 74.12
		Total:	\$ 1,469.12		
PAYM	ENT TERMS:	As per	contract		
Accept	ed by		Date		·
					

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

EXTRA WORK AUTHORIZATION

DATE CONTRACTOR JOB NAME	1/12/09 ODUS Lock head	NO. <u>L 37</u>
JOB ADDRESS	Miramesa Bl. B punch list	
WORK TO BE D	ONE from # 132 Patch hole in Back of do	or. 3 hrs
Fix Base b	oard in foom's 102, 134,135, and 125	6 hrs
Room # 13	I Patch wall due to gas pipe	8 hrs
	Laminate column ducto electrical	8 hrs
Poom # 234	Exit Sign repair	2 hus
	columns for wall paper,	o 4 hrs
Material;	1 Sheet Drywall 518,12'. 2 Stick's corrur	bend
	not mud, I Box mud. Sand paper, u	
LABOR SMATERIAL EQUIPMENT	31 hrs @#45	TOTALS 1,395 74.12
SUBS		<u> </u>
- JUBS	PLUS 15%	
ACCEPTED BY	GRAND TO	<i>U</i>
COMPANY NAI	STATEMENT LABOR	MENT, SUBS COST +20+

1930 WATSON WAY, STE. J • VISTA, CA 92083 • TEL (760)-599-4459 • FAX (760)-599-6643

Friday, February 06, 2009				
Opus West Construction				
Attn: Andrew Ranallo				
Re: Lockheed Martin Horizon Tech Center San Diego, CA				
	Reques	st for Change Order No. 11		
Regency Contracting, Inc. agrees to comp providing all material, equipment and ins	olete to f surances	following scope of work, with excepts as outlined below.	tions, in a ti	imely manne
SCOPE OF WORK:				
Extra Work Authorization Number L 38 Dated 01/29/09		LABOR 19 hours @ \$45/hr MATERIAL	\$ \$	1,395 16.90
Extra Work Authorization Number L 39 Dated 01/29/09		LABOR 16 hours @ \$45/hr MATERIAL	\$ \$	720 25.02
Extra Work Authorization Number L 40 Dated 01/29/09		LABOR 16 hours @ \$45/hr MATERIAL	\$	720
Dated 01/29/09		WAIEKIAL	\$	00.00
	Total:	\$ 2,876.92		
PAYMENT TERMS:	As per	contract		
Accepted by		Date		

Regency Construction

1930 Watson Way, Suite J . Vista, CA 92081 . Phone (760) 599-4459 . Fax (760) 599-6643

DATE CONTRACTOR JOB NAME JOB ADDRESS	EXTRA WORK AUTHORIZATION 1-29-09 NO. L 38 ODUS LOCK Wad Mira Mesa
WORK TO BE DO Throw Muferial	NE Bl. At Completion list/trade damage out Bliding. I 1899 but www. Box wood
	OWCC Supt. acknowledges that work was completed. OWCC Supt. does not acknowledge until prices or cost.
LABOR MATERIAL EQUIPMENT SUBS	19 hrs @ \$45.00 = 855 TOTALS 19 \$855 16.90
ACCEPTED BY	PLUS 15% 0& P GRAND TOTAL \$871.90
COMPANY NAME	STANDARD LABOR \$62.50/HR MATERIAL, EQUIPMENT, SUBS COST +15% ADDITIONAL MOVE-ONS \$400

Regency Construction

1930 Watson Way, Suite J. Vista, CA 92081 . Phone (760) 599-4459 . Fax (760) 599-6643

			(100) 399-0043	
	EXTRA WORK AUT	HORIZATION		
DATE	1-29-09	(1010)	<i>(</i>	
CONTRACTOR	Opus		NO	
JOB NAME				
JOB ADDRESS	Lock head			
109 YDDKE22	Miramesa			
WORK TO THE	70.5			
WORK TO BE DO		nlist Trade do	V (4 o c 0	
Throw	put Bluilding.		mage	
Material	: Bag hotmud, I P	ON IMON .	<u></u>	
	J	or roo Sand Pa	iper	
	CNUT and solvenies			
	OWCC Supt. acknowledges that work vas completed. OWCC Supt. does not			
	addrowledge unit prices or cost.			
	11/4 21 16			
Bran	We h / m	hus per	3/0	
San	164970	walk the	Bodin for The	
- Pari	intident + Labo	" formam+	A554 Super	
LABOR	16 hrs @ \$ 45.00		TOTALS	
MATERIAL	73.00	1	24 \$720	
EQUIPMENT			25.02	
SUBS			30100	
		PLUS 15% O&		
ACCEPTED BY				
Jan Je		GRAND TOTAL	145.02	
COMPANY NAME		STANDAD		
-OM	the	STANDARD LABOR \$62.: MATERIAL, EQUIPMENT	50/HR	
		ADDITIONAL MOVE-ONS	., SUBS COST +15% S\$400	

Regency Construction

1930 Watson Way, Suite J. Vista, CA 92081 . Phone (760) 599-4459 . Fax (760) 599-6613

	(115) 422 145,	5 • 1.9x (100) 238-0013
	EXTRA WORK AUTHORIZATION	
DATE	1-29-04	140
CONTRACTOR	MOUS	NO. <u>L</u> 40
JOB NAME	LOCK hend	•
JOB ADDRESS	Miramisa	_
_	35 11005-1	_
_		_
WORK TO BE DOI	JE SIC	
Complition		
	1 list (tradere demange	
•		
() 2	1	
1000	pay to hos by	Calori
weh	ad To Supervise	alltrade
		THOM
	16 hrs @ \$45 per hour	# 7
ABOR	;	TOTALS
ATERIAL		_ 16
QUIPMENT	OWCC Supt. anknowledges that work was completed. OWCC Supt. does not	
JBS	acknowledge unit prices or cost.	
		-
	PLUS 1	5% O& P
CCEPTED BY	GRAND T	TOTAL \$ 720.00
de la la la la la la la la la la la la la	JAMES I	OTAL TOUTOU
OMPANY NAME	STANDART	A
	STANDARD LABO MATERIAL, EQUI	OR \$62,50/HR PMENT, SUBS COST +15%
	ADDITIONAL MOT	VE-ONS 8400

1930 WATSON WAY, STE. J • VISTA, CA 92083 • Tel (760)-599-4459 • FAX (760)-599-6643

Februai	ry 6, 2009				
Opus W	est Construction				
Attn:	Andrew Ranallo				
Re:	Lockheed Martin Horizon Tech Center San Diego, CA	Reques	t for Change Order No. 12		
	y Contracting, Inc. agrees to comp ng all material, equipment and ins			ptions, in a ti	mely manner
SCOPE	OF WORK:				
Extra V Dated 0	Vork Authorization Number L 41 11/29/09		LABOR 24 hours @ \$45/hr MATERIAL	\$ \$	1,080 00.00
Extra V Dated 0	Vork Authorization Number L 42 1/29/09		LABOR 36 hours @ \$45/hr MATERIAL	\$ \$	1,620 00.00
		Total:	\$ 2,700.00		
PAYMI	ENT TERMS:	As per	contract		
Accepte	d by		Date		

Regency Construction

1930 Watson Way, Suite J. Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

		, , , , , , , , , , , , ,
	EXTRA WORK AUTHORIZATION	
DATE	1-29-09	NO. 41
CONTRACTOR	ODUS	NO
JOB NAME	Lock head	
JOB ADDRESS	Mila nusa	-
		P
	Δ.	٠,
WORK TO BE DO		
- Ren	wie dur vock drywall and	
+97	20 due to superintente	
- li	Duir Wall Daker	
	T-HAN	
	CHICC C-1	
	OWCC Supt. acknowledges that work was completed. OWCC Supt. does not acknowledge unit prices or act	
	ocknowledge unit prices or cost.	
LABOR -	24 hrs @ 45 = 1,080	TOTALS
MATERIAL		14 1,080
EQUIPMENT		
SUBS		
ACCEPTED BY		15% O& P
flu flu	GRAND	TOTAL \$ 1,080
COMPANY NAME		
	STANDARD LAN	BOR \$62.50/HR
	MATERIAL, EQU ADDITIONAL MO	JIPMENT, SUBS COST +15%
		± · → ○149 2400

Regency Construction

1930 Watson Way Suite I. Vieta CA 00001

To Tratoon	Thay, Stitle 3 • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643	
	EXTRA WORK AUTHORIZATION	
DATE	11-29-04 NO. 642	
CONTRACTOR	0005	•
JOB NAME	Lock head	
JOB ADDRESS	Milomesa	
-		
WORK TO BE DO	1 July	
	Infivall, and type wall's to deek	
- PRV 50	per intendent. 138= 139-140	
5 to 0	244-245-246	
7 (0)	1 3001 10001	
	2 people 4 10 hours earen = 32	<u>- </u>
	OWCC Simil probabilisation But	
	OWCC Supt. acknowledges that work was completed. OWCC Supt. does not	-
	Gel/nowledge unit prices or cest.	
LADOD	36 hrs @ 45.00 = 1,620 TOTALS	
LABOR	36h	15 \$ 1,620
EQUIPMENT		, , ,,,,,,
SUBS		
-		
ACCEPTED BY	PLUS 15% O& P	
falle	GRAND TOTAL # 1,620	
COMPANY NAME	ST AND AND	
Opal	STANDARD LABOR \$62.50/HR MATERIAL, EQUIPMENT, SUBS COST +1	50/
9 7	ADDITIONAL MOVE-UNS \$400	J 70

1930 WATSON WAY, STE. J . VISTA, CA 92083 . TEL (760)-599-4459 . FAX (760)-599-6643

March 5, 2009			
Opus West Construction			
Attn: Andrew Ranallo			
Re: Lockheed Martin Horizon Tech Center San Diego, CA			
1	Request for Change Order No. 13		
Regency Contracting, Inc. agrees to comp providing all material, equipment and ins	lete to following scope of work, with exceptio urances as outlined below.	ns, in a ti	mely manner
SCOPE OF WORK: Extra Work Authorization Number L 43 Dated 02/03/09	LABOR 30 hours @ \$45/hr MATERIAL	\$ \$	1,350 88.36
	Total: \$ 1,438.36		
PAYMENT TERMS:	As per contract		
Accepted by	Date		

Regency Construction

1930 Watson Way, Suite J. Vista, CA 92081 . Phone (760) 599-4459 . Fax (760) 599-6643

	EXTRA WORK AUT	HORIZATION	
DATE	2/3/09		NO. L 43
CONTRACTOR	0005		
JOB NAME	Lockhead		
JOB ADDRESS	10301 Member Di	\we	
	RI. D		
WORK TO BE I	DONE & Kitche avea		due to
plumber	s and Electrical	add to fin	Bhwalls
x Segud	Proor patar pin	M plymers due	to piping to
root			1/1/1009 10
* 2 pat	chs yext to sha	Ct	
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	4 Bag's not mudy	7 Ray Mark 1	4.5.
		L DOX MOOS , VIII	as n tabe
LABOR	30 hrs @ \$ 45,00 .	= #1,350	TOTALS
MATERIAL		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	_ <u>50</u>
EQUIPMENT -			88.34
SUBS			
_			
ACCEPTED BY	al .	PLUS 15%	
A COLLIED BY		GRAND TO	TAL 1,438.36
fra /	man		
COMPANY NAI	_	STANDARD LABO	R \$62.50/HR
opus	cuest		MENT, SUBS COST +15%
		AMPILIONAL MILL	H-CINIC TAND

1930 Watson Way, Suite J • Vista, CA 92081 • Phone (760) 599-4459 • Fax (760) 599-6643

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TOTALS
1080
GRAND TOTAL 1080 00
TO A D.D. I. A D.O.D. 6/2 / CO 7/2
NDARD LABOR \$62.50/HR ERIAL COST +15%

ADDITIONAL MOVE ONS \$400

OPUS POINT IV DOCUMENTS



SUBCONTRACTOR APPLICATION FOR PAYMENT

	Opus Point IV							
Subcontractors	Regency Contracting Inc.			ect Number:	1030	3 / 1		
Supplier #:	1053205		Date	of Application:		2/13	109	
Address;	1930 Watson Way, #J					$\alpha/10$	1	
	Vista, CA 92081		_ .	Ucation Number:		-2		
Phone:			Perio	d From;	. 21	1 Gorar	fod Tor	locita
Remittance Address	: OPUS West Construction	n Comenties		•		.01	27	2010
	Attn : Accounts Payable				- -			
	2050 Main Street, Suite 8							
	Irvins, CA 92614							
CONTRACT INFOR	MATION			7				
The state of the s	FTEM							
ORIGINAL CONTRA			SALI	S TAX (5)(V ap)	licable)		TOTAL (5)	
	HANGE ORDER thru # 2						\$19,600,	00
	TOTAL ORDER (MILL)							
	CONTRACT AMOUNT TO D	ATE TOTAL					\$-2,051	00
APPLICATION INFO	RMATION				·····		\$17,549.	00
	& Stored to Date		,	m	,	-		
B Less Retainage			\$	4549				
	Retainage (A - B)	2 %	\$	····		•		
	**					3/7/5	349	
	llings (previous req's line C)		s <u>/</u>	5794	,		5490	
out tolk a symen						. 1.	7490	ri
	, Plus Retainage (H - A + B)	:,	S			3. 7//	ν 7 Ξ.	
G Current Gross As	mount Completed This Period							
			S					
		.CTOR: Re	S SERIOV Contracting	Tno.	-		• •	
	8UBCONTRA	.CTOR: Re	gency Contracting	Ino.	_ 		Supplier#; 10	053205
	SUBCONTRA BY:	CTOR: Re	gency Contracting	Ino.	-		Supplier#; 16	053205
	SUBCONTRA BY: DATE:	CTOR: Re	gency Contracting	113/09	0		Supplier#; 10	053205
SPPLICATION BREAD	SUBCONTRA BY: DATE; KDOWN	<u>-</u>	2 C	13/09	<u></u>		Supplier #; 10)53205
SPPLICATION BREAD	SUBCONTRA BY: DATE; KDOWN	<u>-</u>	2 C	13/09	<u></u>		Supplier #; 10	053205
SPPLICATION BREAD	SUBCONTRA BY: DATE:	OR THIS PAYMENT T	O BE PROCESSE	13/09 D BY OPUS	0		Supplier #; 10	053205
APPLICATION BREAD	SUBCONTRA BY: DATE; KDOWN	OR THIS PAYMENT T	O BE PROCESSE Work C	13/09	2		Supplier #; 10	053205
PPLICATION BREAD HIS SECTION MUST E	SUBCONTRA BY: DATE: KDOWN BE COMPLETED IN ORDER FO	OR THIS PAYMENT T	O BE PROCESSE	D BY OFUS	Total Work	Porcont	Retainage This	Net Paymoni
APPLICATION BREAD HIS SECTION MUST E Account Code	SUBCONTRA BY: DATE: KDOWN BE COMPLETED IN ORDER FO	OR THIS PAYMENT T	O BE PROCESSE Work C	13/09 D BY OPUS	Total Work	Percent Complete		
ACCOUNT CODE	SUBCONTRA BY: DATE: KDOWN BE COMPLETED IN ORDER FO	OR THIS PAYMENT T CurrentContract Amount	O BE PROCESSE Work C From Previous Application	D BY OFUS	Complete I+G	4	Retainage This	Net Payment
Account Code	SUBCONTRA BY: DATE: COMPLETED IN ORDER FO Description Exterior Soffit - Subcontract Gyprum Board Systems -	OR THIS PAYMENT T CurrentContract Amount \$1,605,00	O BE PROCESSE Work C From Provious	D BY OFUS	Complete	Complete	Retainage This	Net Payment
Account Code Account Code 303.10-E10-05450.00-S	SUBCONTRA BY: DATE: KDOWN BE COMPLETED IN ORDER PO Description Exterior Soffit - Subcontract Gyprum Board Systems - Subcontract	OR THIS PAYMENT T CurrentContract Amount \$1,605.00	O BE PROCESSE Work C From Previous Application	D BY OFUS	Complete I+G	A/H	Retainage This	Net Payment O · K
Account Code 0303.10-E10-05450.00-8 0303.20-E10-05450.00-8	SUBCONTRA BY: DATE: KDOWN BE COMPLETED IN ORDER PO Description Exterior Soffit - Subcontract Gyprum Board Systems - Subcontract Exterior Soffit - Subcontract	CurrentContract Amount \$1,605,00 \$2,935,00	O BE PROCESSE Work C From Previous Application	D BY OFUS	Complete I+G	A/H /00	Retainage This	Net Payment 0 · K 1(0615) 293.5
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Account Code Account Code 3303.10-E10-05450.00-S 303.20-E10-05450.00-S 303.30-E10-05450.00-S	SUBCONTRA BY: DATE: KDOWN BE COMPLETED IN ORDER PO Description Exterior Soffit - Subcontract Gyprum Board Systems - Subcontract Oyprum Board Systems - Subcontract Exterior Soffit - Subcontract Oyprum Board Systems - Subcontract Oyprum Board Systems - Subcontract Oyprum Board Systems - Subcontract	OR THIS PAYMENT T CurrentContract	O BE PROCESSE Work Co Prom Previous Application / (203 2935 1/403 2935 3209	D BY OFUS	1+0 1005 2935 1005 2935	Complete	Retainage This	Net Payment 0 · K 1(0615) 293.5
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PPLICATION BREAD HIS SECTION MUST E Account Code 303.10-E10-05450.00-S 303.20-E10-05450.00-S 303.20-E10-05450.00-S 03.30-E10-05450.00-S 03.30-E10-05450.00-S 03.40-E10-05450.00-S	SUBCONTRA BY: DATE: KDOWN BE COMPLETED IN ORDER PO Description Exterior Soffit - Subcontract Gyprum Board Systems - Subcontract Cyprum Board Systems - Subcontract Cyprum Board Systems - Subcontract Exterior Soffit - Subcontract Cyprum Board Systems - Subcontract Exterior Soffit - Subcontract Cyprum Board Systems - Subcontract Exterior Soffit - Subcontract Cyprum Board Systems - Subcontract Cyprum Board Systems - Subcontract Cyprum Board Systems - Subcontract Cyprum Board Systems - Subcontract	CurrentContract Amount \$1,605,00 \$2,935,00 \$1,605,00 \$3,209,00 \$3,209,00 \$3,209,00 \$3,209,00 \$17,549,00	O BE PROCESSE Work Co Prom Previous Application / (203 2935 1/403 2935 3209	D BY OPUS ompleted This Period	1+0 1005 2935 1005 2935 2935 3209	A/H /00 100 100 (00 100 100	Retainage This	Net Payment 0.K 106150 293.5 160.5
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RELEASE FORM 3

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT (Civil Code §3262(d)(3))

Upon receipt by the undersigned of a check from

——————————————————————————————————————
in the sum of \$/ 251,90
0 4/34 5
payable to KEGENCY CONFLICTION
and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, undersigned
undersigned become effective to release any most a significant which it is a
this document shall become effective to release any mechanic's lien, stop notice, or bond right the
has on the job of OPUS West
10
located at OPUS POINT IV
(Job Description)
This release covers the final payment to the undersigned for all labor, services, equipment or material Before any recipient of this document at the second services.
furnished on the job, except for disputed claims for additional work in the amount of \$ undersigned.
undersigned.
1/15/00 1/2
Dated:
By President
(Title)

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



UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been PAID and has received a progress payment for labor, services, equipment or material furnished to REGENCY CONTRACTING INC on the job of OPUS POINT IV located at 3197 LIONSHEAD AVE, CARLSBAD, CA and hereby releases any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent: This release covers a progress payment for labor, service, equipment or

materials furnished to REGENCY CONTF does not over any retentions retained beforelease date for which payment has no release date. Rights based upon work pewhich has been fully executed by the partunless specifically reserved by the claim stop notice, or bond right shall not othe parties to the contract based upon a reright of the undersigned to recover comaterial covered by this release if that compensated by the progress payment.

Bann

2008 only and shed before the nished after the ten change order ed by this release y mechanic's lien, ing rights between the contract, or the rices, equipment, or or material was not

December 16, 2008

dit Manager

y S., Seattle, WA 98178

Opus West Construction Corp Contract # 27193 Job: 1030300 Do Not Use - See 1030301-40 Latest Invoice No. Latest Invo. Date Total Gross Amount Total Retaina Total Discount 1108 1030300 APP1 17,549.00 1,754.90

Please return attached release to:

Opus West 2050 Main Street Ste 800 Irvine, CA 92614

Check No. 115567

12/30/2008

1053205

Regency Contracting Inc

\$****15,794.10

Total Paym

Opus West Construction Corp

Contract # Latest Invoice Date 11 25 2008

27193

Total Gross Amount

17,549.00

Job:

Total Retainage

1030300

1,754.90

Do Not Use - See 1030301-40

Total Discount

Total Payment Amount 15,794.10

.00

latest Invoice No.

108 1030300 APP1

Check No. 115567

12/30/2008

1053205

Regency Contracting Inc

\$****15,794.10



Printed On: 05/09/2008

	PUS.			<u>PPLICATION</u>				
Project Name:	Opus Point IV			t Number:	10303		 	-
ubcontractor:	Regency Contracting Inc. 1053205		Date of	Application:		11/10	108	
upplier #: .ddress:	1930 Watson Way, #J	· · · · · · · · · · · · · · · · · · ·		ation Normalisms		i		
aut ess.	Vista, CA 92081			ation Number:			\	to to
'hone :	VISIA, CA 92001		renou	From:		Perio	d To:	180105
temittance Address :	OPUS West Construction C							
contraince reduces .	Attn : Accounts Payable	orpotation						
	4350 La Jolla Village Drive	, Suite 110						
	San Diego, CA 92122							
ONTRACT INFORMA	ATTON							
O. HAGE INFORMA	ITEM		SALES	TAX (\$)(if applic	able)		TOTAL (5)	
RIGINAL CONTRACT	AMOUNT	·				i	\$19,600.00	,
PUS APPROVED CHA	NGE ORDER thru# 1						•	
	2018m 4 0m 11 101						\$0.0	0
	CONTRACT AMOUNT TO DA	TE TOTAL				<u></u>	\$19,600.0	0
PPLICATION INFOR			1.	7 ~~				
Total Completed &	Stored to Date		s <u> </u>	4549				
Less Retainage	0	, %	s	1783			.	
Total Earned less	Retainage (A - B)					s_/5/	794	
Less Previous Billi	ngs (previous req's line C)		S				717 1218	-1
Current Payment				1		s/5;	794	
Balance to Finish,	Plus Retainage (H - A + B)		s/	1,753	_	,		
Current Gross Am	ount Completed This Period		s / J	,794	_		40.0	
	SUBCONTRA	CTOR: Rege	ency Contracting	Inc.			Supplier #: 10	53205
	BY:		91	AS C	20	· · · · · · · · · · · · · · · · · · ·	· ····	
	DATE:			11/1/	1/1/5			
PPLICATION BREAK	DOWN	<u> </u>			1100		·	
HIS SECTION MUST B	E COMPLETED IN ORDER FO	OR THIS PAYMENT TO	D BE PROCESSE	D BY OPUS				
			I	Completed		T		T .
Account Code	Description	CurrentContract	From	T	T	_		
	- www.p.i.dii	Amount	Previous	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			Application				pproduct	
303.10-E10-05450.00-S	Exterior Soffit - Subcontract	\$1,605.00		1605	146	A/H	11.1	G-K
0303.10-F10-09000,00-S	Gypsum Board Systems -	\$2,935.00		202/		100	161	1444
0303.20-E10-05450,00-S	Subcontract Exterior Soffit - Subcontract	\$1,605.00		2433	2935	100	293	2042
0303.20-F10-09000,00-S	Gypsum Board Systems -	\$2,935.00		1005	1005	100	1 Ce 1	1444
	Subcontract	\$4,935.00		2935	2935	100	293	2047
303.30-E10-05450.00-S	Exterior Soffit - Subcontract	\$3,209.00		3209	3209	100	301	2888
303.30-F10-09000.00-S	Gypsum Board Systems - Subcontract	\$2,051.00					201	2000
303.40-E10-05450.00-S	Exterior Soffit - Subcontract	\$3,209.00	<u> </u>	3209	3209	100	201	0000
303.40-F10-09000.00-S	Gypsum Board Systems -	\$2,051.00				 	321	2888
	Subcontract Total	\$19,600.00		2001	2051	100	208	1840
	1 .012(917,000.00	'	17549	17549	100	1755	1-01



OPUS West Construction Corporation SUBCONTRACT CHANGE ORDER

Change Order Date: 08/22/2008 Drywall Change Order #: CON-10303.00-19 To Subcontract Agreement dated: 04/23/2008 09250 TO: Regency Contracting Inc. PROJECT: Opus Point IV 1930 Watson Way, #J 3197 Lionshead Avenue Vista, CA 92081 Carlsbad, CA 92010 CHANGE DETAILS Item Description Amount Removal of the interior work scope on Building 9 from the contract. Subcontractor will still do \$(2,051.00) exterior soffit work on Building 9. \$(2,051.00) SCHEDULE Completion date of original contract will not be adjusted, unless noted herein. CONTRACT SUMMARY Cost Code Previous Amount This Change Order Current Contract Amount 10303.10-E10-05450.00-S \$1,605.00 \$0.00 \$1,605.00 10303.10-F10-09000.00-S \$2,935.00 \$0.00 \$2,935.00 10303.20-E10-05450.00-S \$1,605.00 \$0.00 \$1,605.00 10303.20-F10-09000.00-S \$2,935.00 \$0.00 \$2,935.00 10303.30-E10-05450.00-S \$3,209.00 \$0.00 \$3,209.00 10303.30-F10-09000.00-S \$2,051.00 \$(2,051.00) \$0.00 10303.40-E10-05450.00-S \$3,209.00 \$0.00 \$3,209.00 10303.40-F10-09000.00-S \$2,051.00 \$0.00 \$2,051.00 \$19,600.00 \$(2,051.00) \$17,549.00 Original Contract Amount..... \$19,600.00 Previously Approved Change Orders.... \$0.00 Amount this Change Order..... \$(2,051.00) Contract Amount to Date..... \$17,549.00 ACKNOWLEDGEMENT Please sign and return all original copies OPUS West Construction Corporation

> Ralph Miller Printed Name

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

Printed On: 08/22/2008

4



MAY 27 2008

OPUS WEST-IRVINE

Opus Point IV / 10303.00 09250 /Drywall

Regency Contracting Inc. / Jeff Cole

Contact Phone # Contact Fax #

Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 23rd day of April, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 4350 La Jolla Village Dr., Ste. 110, San Diego, CA 92122, and Regency Contracting Inc. ("Subcontractor") with its office located at 1930 Watson Way, #J, Vista, CA 92081.

Contractor and Subcontractor agree as follows:

- Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A". 1.
- Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Opus Point IV ("Project"), located at 3197 Lionshead Avenue, Carlsbad, CA 92010 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
- Owner. The Owner of the Project is Opus West Corporation ("Owner").
- Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect:

Smith Consulting Architects

Civil Engineer:

O'Day Consultants Inc

Landscape Architect:

Ridge Landscape Architects

- 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.
- Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 01/15/2009. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
- Contractor shall pay Subcontractor the sum of \$ 19,600.00 ("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".
- Riders. The following Riders are attached to and made a part of this Subcontract:

Ralph Miller

- 8.1 Rider A (Scope of Work)
- 8.2 Rider B (Indemnification)
- 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager

CONTRACTOR

SUBCONTE

ORIGINAL

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Regency Contracting Inc. dated 04/23/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

Work/Subcontract Documents.

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

Drawings and Specifications

Description	Number	Last Revision
Earthwork	02200	01/12/2007
Asphalt Paving	. 02510	02/19/2007
Site Concrete	02520	02/19/2007
Site Utilities	02600	01/12/2007
Landscaping & Irrigation	02900	02/19/2007
Cast-In-Place Concrete	03200	01/24/2007
Reinforcing Steel	03202	01/24/2007
Concret Unit Masonry	04200	بن. 01/16/2007
Structural Metal Framing, Joists and Deck	05100	02/05/2007
Metal Deck	05300	01/24/2007
Metal Fabrications	05500	01/24/2007 💝
Panelized Roof Structure	06100	01/31/2007
Built-Up Roofing	07510	02/19/2007
Sheet Metal Flashing and Trim	07620	02/19/2007
Hollow Metal Doors and Frames	08100	02/05/2007
Overhead Sectional Doors	08330	02/22/2007
Aluminum Framing & Glazing Systems	08400	02/19/2007
Door Hardware	08700	02/23/2007
Gypsum Board Assemblies	09250	03/27/2007
Painting	09900	02/19/2007
General Mechanical Requirements	15010	09/12/2006
Fire Protection	15300	09/11/2006
Plumbing	15400	09/11/2006
Electrical	16000	. 09/14/2006
Title Sheet: Lot 7&8	TS-1	02/16/2007
General Notes and Accessibility Notes: Lot 7&8	TS-2	02/16/2007
Title Sheet: Lot 9&11	TS-1	03/16/2007
General Notes and Accessibility Notes: Lot 9&11	TS-2	03/16/2007
Precise Grading and Erosion Control Plans	1	05/22/2007
Precise Grading Plans	2	05/22/2007

Precise Grading Plans		
Precise Grading Plans	3	05/22/2007
Precise Grading Plans	4	05/22/2007
Improvement Plans	. 5	05/22/2007
Improvement Plans	1	05/22/2007
Water and Sewer Plans	2	05/22/2007
Precise Grading Plans	3	05/22/2007
Precise Grading Plans	1	05/15/2007
Precise Grading Plans	2	05/15/2007
Precise Grading Plans	3	05/15/2007
Precise Grading Plans	4	05/15/2007
Improvement Plans	5	05/15/2007
Improvement Plans	1	05/15/2007
Water and Sewer Plans	2	05/15/2007
Precise Grading and Erosion Control Plans	3	05/15/2007
Precise Grading Plans	1	06/07/2007
Precise Grading Plans	. 2	06/07/2007
Precise Grading Plans	3	06/07/2007
Precise Grading Plans	4	06/07/2007
Precise Grading Plans	. 5	06/07/2007
Improvement Plans	6	06/07/2007
Improvement Plans	. 1	06/01/2007 -
Water and Sewer Plans	2	06/01/2007
Water Plans Water Plans	3	06/01/2007
	4	06/01/2007
Water Plans	5	06/01/2007
Precise Grading and Erosion Control Plans	1	05/22/2007
Precise Grading Plans	2	05/22/2007
Precise Grading Plans	3	05/22/2007
Precise Grading Plans	4	05/22/2007
Precise Grading Plans	5	
Precise Grading Plans	6	05/22/2007
Improvement Plans	1	05/22/2007
Improvement Plans	2	05/22/2007
Water and Sewer Plans	3	05/22/2007
Water Plans		05/22/2007
Water Plans	4	05/22/2007
ite Plan and Miscellaneous Notes	5	05/22/2007
ite Details	AS-1.0	02/16/2007
ite Details	AS-2.1	02/16/2007
ot 7: Floor & Roof Plans & Elevations	AS-2.2	02/16/2007
ot 7: Enlarged 1st Floor/Mezz. Sections	A1.1	02/16/2007
is Group Subcontract (Labor and Materials)	A1.2	02/16/2007

Lot & Floor & Bookman a -		
Lot 8: Floor & Roof Plans & Elevations	A2.1	02/16/2007
Lot 8: Enlarged 1st Floor/Mezz. Sections Wall Sections	A2.2	02/16/2007
	A3.1	02/16/2007
Wall Sections, Enlarged Entry Elevation	A3.2	02/16/2007
Stair Section, Details	A3.3	02/16/2007
Door Schedules, Details	A4.1	02/16/2007
Architectural Details	A4.2	02/16/2007
Architectural Details	A4.3	02/16/2007
Overall Site Plan and Miscellaneous Notes	AS-1.0	03/16/2007
Lot 9- Site Plan and Miscellaneous Notes	AS-1.1	03/16/2007
Lot 11- Site Plan and Miscellaneous Notes	AS-1.2	03/16/2007
Site Details	AS-2.1	
Site Details	AS-2.2	03/16/2007
Lot 9: Floor Plan & Notes	A1.1	03/16/2007
Lot 9: Roof Plan & Notes	A1.2	03/16/2007
Lot 9: Elevations	A1.2 A1.3	03/16/2007
Lot 9: Enlarges 1st Floor/Mezz., Sections		03/16/2007
Lot 11: Floor Plan & Notes	A1.4	03/16/2007
Lot 11: Roof Plan & Notes	A2.1	03/16/2007
Lot 11: Elevations	A2.2	03/16/2007
Lot 11: Enlarges 1st Floor/Mezz., Sections	A2.3	03/16/2007
Wall Sections	. A2.4	03/16/2007
Wall Sections, Enlarged Entry Elevation	A3.1	03/16/2007
Stair Floor Plans & Section	A3.2	03/16/2007
Stair Details	A3.3	03/16/2007
Door Schedules, Details	A3.4	03/16/2007
Architectural Details	A4.1	03/16/2007
Architectural Details	A4.2	03/16/2007
General Notes	A4.3	03/16/2007
General Details	SP-1	03/18/2008
ot 7 Foundation Plan	SP-2	03/18/2008
ot 7 Mezzanine Framing Plan	\$1-7	03/18/2008
ot 7 Roof Framing Plan	S2-7	03/18/2008
ot 7 Panel Elevations	S3-7	03/18/2008
ot 7 Panel Elevations	S4-7	03/18/2008
ot 8 Foundation Plan	S5-7	03/18/2008
ot 8 Mezzanine Framing Plan	S1-8	03/18/2008
ot 8 Roof Framing Plan	S2-8	03/18/2008
ot 8 Panel Elevations	S3-8	03/18/2008
	S4-8	03/18/2008
ot 8 Panel Elevations	\$5-8	
s Group Subcontract (Labor and Materials)	SD-1	03/18/2008

_		
Details	SD-2	03/18/2008
Details	SD-3	03/18/2008
Details	SD-4	03/18/2008
Details	SD-5	03/18/2008
Details	SD-6	03/18/2008
Details	SD-7	03/18/2008
General Notes	SP-1	03/18/2008
General Details	SP-2	03/18/2008
Lot 9 Foundation Plan	\$1.0-9,10	03/18/2008
Lot 9 Foundation Plan	\$1.1-9,10	03/18/2008
Lot 9 Mezzanine Framing Plan	\$2-9,10	
Lot 9 Roof Framing Plan	\$3.0-9,10	03/18/2008
Lot 9 Roof Framing Plan	\$3.1-9,10	03/18/2008
Lot 9 Panel Elevations	\$4-9,10	03/18/2008
Lot 9 Panel Elevations	S5-9,10	03/18/2008
Lot 9 Panel Elevations	\$6-9,10 \$6-9,10	03/18/2008
Lot 11 Foundation Plan	S1.0-11	03/18/2008
Lot 11 Foundation Plan	\$1.1-11	03/18/2008
Lot 11 Mezzanine Framing Plan	\$2-11	03/18/2008
Lot 11 Roof Framing Plan		03/18/2008
Lot 11 Roof Framing Plan	\$3.0-11	03/18/2008
Lot 11 Panel Elevations	S3.1-11	03/18/2008
Lot !! Panel Elevations	S4-11	03/18/2008
Lot 11 Panel Elevations	S5-11	03/18/2008
Details	S6-11	03/18/2008
Details	SD-1	03/18/2008
Details	SD-2	03/18/2008
Details	SD-3	03/18/2008
Details	SD-4	03/18/2008
Details	SD-5	03/18/2008
Details	SD-6	03/18/2008
Specifications and Calculations	SD-7	03/18/2008
Building 7 Plumbing Plan	P0.1	01/08/2007
Building 8 Plumbing Plan	P2.1-7	01/08/2007
Fitle Sheet, Specifications and Calculations	P2.1-8	01/08/2007
Building 9 Plumbing Plan	P0.1	02/09/2007
Building 11 Plumbing Plan	P2.1-9	02/09/2007
Note Sheet	P2.1-11	02/09/2007
ite Plan Utility	E1.1	01/11/2007
ite Plan Lighting	E2.1	01/11/2007
itle 24 Sheet	E2.2	01/11/2007
us Group Subcontract (Labor and Materials)	E3.0	01/11/2007

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gation Legend Group Subcontract (Labor and Materials)	L4.1	06/28/2007
igation Plans	L3.2	06/28/2007 06/28/2007
igation Plans	L3.1	06/28/2007
onstruction Details & Notes	L2.1	06/28/2007
onstruction Plan	L1.2	06/28/2007
onstruction Plan	L0.0 L1.1	06/28/2007
ecycled Water/ Title Sheet	L7.4	06/20/2007
andscape Specifications	L7.3	06/20/2007
andscape Specifications	L7.2	06/20/2007
andscape Specifications	L7.1	06/20/2007
andscape Specifications	L6.1	06/20/2007
Planting Details & Notes	L5.1	06/20/2007
Planting Plans	L4.2	06/20/2007
rigation Details	L4.1	06/20/2007
rrigation Legend	L3.1	06/20/2007
Irrigation Plans	L2.1	06/20/2007
Construction Details & Notes	L1.1	06/20/2007
Construction Plan	L0.0	06/20/2007
Recycled Water/ Title Sheet	L7.4	06/20/2007
Landscape Specifications	, L7.3	06/20/2007
Landscape Specifications	L7.2	06/20/2007
Landscape Specifications	L7.1	06/20/2007
Landscape Specifications	L6.1	06/20/2007
Planting Details & Notes	L5.1	06/20/2007
Planting Plans	L4.2	06/20/200
Irrigation Details	L4.1	06/20/200
Irrigation Legend	L3.1	06/20/200
Irrigation Plans	L2.1	06/20/200
Construction Details & Notes	L1.1	06/20/200
Construction Plan	L0.0	06/20/200
Recycled Water/ Title Sheet	E3.1	02/09/200
Lot 11- 1st Floor-Elec. Lighting & Power Plan	E2.2	02/09/200
Site Plan Lighting	E2.1	02/09/200
Site Plan Utility	E1.1	02/09/200
Note Sheet	E3.1	02/09/200
Lot 9- 1st Floor-Elect. Lighting & Power Plan	E2.2	02/09/200
Site Plan Lighting	E2.1	02/09/200
Site Plan Utility	E1.1	02/09/200
Lot 8- 1st Floor-Elec. Lighting & Power Plan Note Sheet	E4.1	01/11/20

Irrigation Details		
Planting Plans	L4.2	06/28/2007
Planting Plans	L5.1	06/28/2007
Planting Details & Notes	L5.2	06/28/2007
Landscape Specifications	L6.1	06/28/2007
Landscape Specifications	, L7.1	06/28/2007
Landscape Specifications	L7.2	06/28/2007
Landscape Specifications	L7.3	06/28/2007
Recycled Water/ Title Sheet	L7.4	06/28/2007
Construction Plan	LO.0	06/28/2007
	. L1.1	06/28/2007
Construction Plan	L1.2	06/28/2007
Construction Details & Notes	L2.1	06/28/2007
Irrigation Plans	. L3.1	
Irrigation Plans	. L3.2	06/28/2007
Irrigation Legend		06/28/2007
Irrigation Details	L4.1	06/28/2007
Planting Plans	L4.2	06/28/2007
Planting Plans	L5.1	06/28/2007
Planting Details & Notes	L5.2	06/28/2007
Landscape Specifications	L6.1	06/28/2007
Landscape Specifications	L7.1	06/28/2007
Landscape Specifications	. L7.2	06/28/2007
Landscape Specifications	L7.3	06/28/2007
Canascape Specifications	L7.4	06/28/2007
Field Bulletins		

Field Bulletins

Date Name N/A

Supplemental Design Documents

Description	
Geotechnical Report	Date
Supplemental General Conditions	11/10/2005
General Conditions	09/12/2006
Special Conditions	09/12/2006
0.0	09/12/2006

Other Documents

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

Modifications and Clarifications

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

- Subcontractor shall provide all framing and gympsum board for electrical rooms. B.
- Subcontractor shall provide exterior soffits at each front entrance of each building per detail 6/A4.2. This includes plywood, C.
- Subcontractor shall provide plywood telephone back boards at all electrical rooms.
- Subcontractor shall provide 16 gauge stud backing strap and 16 gauge double studs in walls for roof ladder support. n E.
- Subcontractor shall provide level 3 finish on all drywall leaving a surface that can be finished to a higher level in the future. F
- Subcontractor shall ensure all wall framing and gympsum board is plumb and aligned in a straight plane.
- Subcontractor shall provide all gympsum board at least a half inch (1/2") gap above the finished flooring elevation. This is to G. help prevent possible future water on the slab and/or concrete decks from soaking into the gympsum board wall finish. If Subcontractor install gympsum board without a half inch (1/2") gap above the finished flooring elevation and this gympsum board gets damaged by standing water that the gap would have prevented, the replacement of the gympsum board is at the sole H.
- Subcontractor shall provide full height wall at roof access ladder for each building.
- Subcontractor shall provide sealant per detail 16/A3.3. ı.
- Subcontractor shall provide blocking per detail 13/A3.3. I.
- Subcontractor shall provide electrical room walls with hardlid at each building. K.

This Subcontract excludes the following:

- Firestopping and/ or caulking of pipes, conduits, electrical boxes and ductwork. A.
- B. Wood of any sort unless noted otherwise.
- Performance or Payment Bond. C.
- D. General Building Permit.
- F. Welding.
- G. Installation of frames, door and hardware.
- H. Demolition.
- I. Insulation.
- Access panels and doors.
- K. Roof Hatch.
- Ladder Installation.

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

N/A

Schedule Notes

The Subcontractor acknowledges that the attached time plan is distributed to establish durations. Actual start dates may vary. The Subcontractor will be

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

Subcontract Recap

Sub-Job Number	Sub-Job Name			
10303.10	Lot 7	Name		Rate
10303.20	Lot 8	Lot 7: Gympsum Board Systems		\$4,540.00
10303.30	Lot 9	Lot 8: Gympsum Board Systems		\$4,540.00
10303.40	Lot 11	Lot 9: Gympsum Board Systems		\$5,260.00
		Lot 11: Gympsum Board Systems		\$5,260.00
			Total	
				\$ 19,600.00

Subcontract Sum Breakdown

Gyneum Board Contains 2	Account Code		
Gypsum Board Systems - Subcontract	10303.10-F10-09000.00-S		Amount
Gypsum Board Systems - Subcontract	10303.20-F10-09000.00-S	•	\$4,540.00
Gypsum Board Systems - Subcontract			\$4,540.00
Gypsum Board Systems - Subcontract	10303.30-F10-09000.00-S		\$5,260.00
	10303.40-F10-09000.00-S		
		_	\$5,260.00
		Total	\$19,600.00

I. Unit Pricing.

If requested by Contractor, Subcontractor will provide additional units of work, as directed, at the unit prices set forth below. Unit prices will apply to all building construction and will include, without limitation, all material, labor, equipment, compensation, general conditions, benefits, overhead, clean-up, supervision, profit, changes in the Work made pursuant to the Subcontract Documents.

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

Unit Price List

N/A

5. Alternates.

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

Alternates

N/A

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

Alternates Notes

END OF RIDER A

RIDER R

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Regency Contracting Inc. dated 04/23/2008. 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 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)

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
- (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 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, 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 ordinances, guidelines, and manuals applicable to stormwater discharges from construction sites. If Subcontractor observes any violation of Laws shall be redone in compliance with applicable Laws at Subcontractor's sole expense. The SWPPP is a part of the Subcontract

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

Contractor's California License No.

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 Regency Contracting Inc. dated 04/23/2008. 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.

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, 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. included in the Subcontract Sum. Subcontractor's policies of insurance shall have the following minimum limits, coverage and requirements:

(a) Workers' Compensation

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

Commercial General Liability (Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors)

Commercial General Liability (All Other Subcontractors)

Commercial Automobile Liability

Professional Liability (to the extent required of Subcontractor under the Subcontract Documents)

Statutory Limits

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

\$5,000,000 each occurrence

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

\$2,000,000 each occurrence

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

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

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

(b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include overage 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 basis.

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

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

2 Contractor's Builder's Risk Insurance.

2.1 Unless otherwise provided in the Subcontract Documents, Contractor will cause builder's risk insurance to be purchased and maintained with a "causes of loss" or equivalent policy form covering work to be performed by Contractor (including those working for or under Contractor) loss" means risks of direct physical loss or damage to covered property unless specifically excluded or limited under the policy. This Contractor at the Project, and shall insure against perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, the form of the policy maintained by Contractor. Unless specifically provided in writing, such insurance will not include coverage for any Contractor's work or otherwise. Contractor will carry earthquake and flood insurance if Contractor deems it appropriate.

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

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, amount among other parties responsible for the deductible amount; however, Contractor may, in its discretion, apportion the deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor, upon demand, for any such deductible nor Owner represents that builder's risk or property insurance, if any, applicable to the Project or the Work is adequate to protect the interests of Subcontractor. It is Subcontractor's obligation to determine whether it should purchase and maintain supplementary property insurance to protect its interests in the Work.

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

END OF RIDER C

•	phone No. 4 1.5. No.	I	l
Regency Contracting	_		
1930 Watson Way, S Vista, CA 92081	ote. J		
(760) 599-4459		ļ	
1100 Comm	states bankruptcy court merce Street, Room 1254 llas, Texas 75242	. 1	
In Re	TO LOTION CORROBATION		
OPUS WEST CONS	STRUCTION CORPORATION		BANKRUPTCY NO. 09-34360-11
		Debtor.	
REGENCY CONTR	ACTING, INC.	Creditor	· · : : ·
	PRO	OF OF SERVICE	
I, <u>Randy C. M</u>			nd at all times during the service of process was, not less
		hich service of proce	ss was made. I further certify that I served a copy of the
Proof of Claim	escribe each document served]:		
onNovembe	er 3, 2009 by: e]		
Mail Service - Regu	ular, first class United States mail, post	age fully pre-paid, ad	ldressed to:
Clerk of the Banl	kruptcy Court, 1100 Commerce St	t., Rm. 1254, Dalla	s, TX 75242
	poration, et al., c/o BMC Group, P.		
Personal Service - F	By leaving the documents with the follo	owing named person(s) or an officer or agent of the person(s) at:
Residence Service -	· By leaving the documents with the fol	llowing adult at:	
_	•	J	
Under penalty of	of perjury, I declare that the foregoing i	is true and correct.	
November	3 2009		Ry (My) [Signature]
[Date			[Signature]
Γ.			
	Randy C. McClure		
Business Address	1926 Paradise St.	<u></u>	
City, State, ZIP	Escondido, CA 92026		