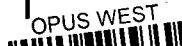


UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: Opus West Construction Corporation		Case Number: 09-34356-HDH-11
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Sutter Masonry, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Michael J. Sutter, Sutter Masonry, Inc., 12336 West Butler Drive, El Mirage, AZ 85335		
Telephone number: (623) 535-7202		
Name and address where payment should be sent (if different from above): <div style="text-align: center;">NOV 03 2009 TAWANA C. WINDHAM, CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS</div>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>58,181.31</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>Services performed</u> (See instruction #2 on reverse side.)		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(). Amount entitled to priority: \$ _____ <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
3. Last four digits of any number by which creditor identifies debtor: <u>2774</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <u>12,900,000.00</u> Annual Interest Rate <u>10%</u> Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>58,181.31</u> Basis for perfection: <u>Mechanic's Lien</u> Amount of Secured Claim: \$ <u>58,181.31</u> Amount Unsecured: \$ <u>0.00</u>		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>11/4/09</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Michael J. Sutter, President, Sutter Masonry, Inc.		FOR COURT USE ONLY <div style="text-align: right;"> OPUS WEST  00568 </div>

**Sutter Masonry, Inc. Proof of Claim
09-34356-HDH-11**

Summary of Attached Documents

	Description	Date
1.	Notice and Claim of Mechanic's and Materialman's Lien recording number 2009-0550776 Exhibit A – Legal Description Exhibit B – Affidavit and Proof of Service Twenty Day Prelimnary Notice – 3/26/2008 Certificate of Mailing – 3/28/2008 Exhibit C – Affidavit and Proof of Service Twenty Day Prelimnary Notice – 4/30/2008 Certificate of Mailing – 4/30/2008	06/17/2009
2.	Opus West – Sutter Masonry Subcontract Agreement	11/2/2007
3.	Statement of Account Worksheet showing outstanding invoices, and interest	11/2/2009
4.	Invoice 472	4/25/2008
5.	Invoice 582	9/25/2008
6.	Invoice 606	10/25/2008
7.	Invoice 899	11/25/2008
8.	Invoice 917	12/25/2008
9.	Invoice 945	1/25/2009
10.	Invoice 969	2/25/2009
11.	Invoice 995	4/25/2009

RETURN TO
HELP



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2009-0550776 06/17/09 01:22 PM
1 OF 9

FLORESC

When recorded mail to:
James B. Wright, Esq.
FOLK & ASSOCIATES, P.C.
3636 North Central Ave., Ste. 600
Phoenix, Arizona 85012

SUTTER MASONRY, INC.

Claimant,

OPUS WEST CONSTRUCTION CORPORATION

Contractor,

SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

Property Owner and Lessor,

MS-PFA 20, LLC

Lessee and Development Lessor,

PIMA FREEWAY COMMERCE CENTER, LLC

Lessee and Developer,

PIMA CENTER 101, LLC

Project Owner and Sublessee

**NOTICE AND CLAIM OF MECHANIC'S AND
MATERIALMAN'S LIEN**

[LEASEHOLD INTEREST ONLY]

STATE OF ARIZONA)
) ss
County of MARICOPA)

Michael John Sutter, the President of Claimant, being first duly sworn, deposes and says:

1. **LEGAL DESCRIPTION.** The lands and improvements to be charged with this lien are described below:

Pima Center Development Leasehold Interest, as legally described on attached and incorporated Exhibit "A".

The street address is: 9180 E. Via De Ventura, Scottsdale, AZ 85258.

2. **OWNERS.** The name and address of the owner or reputed owner of the property concerned are:

Salt River Pima-Maricopa Indian Community, 10005 East Osborn Rd., Scottsdale, AZ 85256, master owner of the land and lessor;

MS-PFA 20, LLC, 1209 Orange Street, Wilmington, DE 19801, as landlord;

Pima Freeway Commerce Center, LLC, c/o Corporation Service Company, 2338 W. Royal Palm Road, Ste. J, Phoenix, AZ 85021, developer and sublessor; and

Pima Center 101, LLC c/o Opus West, 2555 East Camelback Road, Suite 800, Phoenix, AZ 85016, as

project owner and sublessee.

3. **EMPLOYER-BUYER.** The name of the person by whom the Claimant was employed or to whom it furnished materials is: Opus West Construction Corporation, Inc.

4. **CONTRACT.** Claimant, as Subcontractor, performed labor and services and furnished materials that were incorporated into the land and improvements to be charged with the lien pursuant to a Subcontract dated August 2, 2007, as amended, with Opus West Construction Corporation as Contractor. Portions of the subcontract are illegible and thus, the subcontract is not recordable. A complete copy of the Subcontract, as amended, can be obtained upon request from Folk & Associates, P.C., 3636 N. Central Ave., Suite 600, Phoenix, AZ 85012 (602) 222-4400. The Subcontract provided that the Claimant, as Subcontractor, would furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section Concrete Unit masonry work for the Project, and that for such work, Contractor would pay Subcontractor the sum of \$470,350.00. This contract sum was later amended by Change Orders between the parties to \$486,273.00.

5. **CLAIM:** After deducting just credits and offsets, demand is hereby made for the amount of Fifty Four Thousand Five Hundred Sixteen Dollars and 30/100 (\$54,516.30), plus attorneys' fees and costs, and interest at the rate of 10% per annum, as provided by Arizona law, from the date the amounts first became due.

6. **COMPLETION DATE.** Upon information and belief, the project of improvement is not complete or was completed within the last 120 days prior to the recording of this Notice and Claim of Mechanic's and Materialman's Lien. The last day that service and materials were furnished to the project by Claimant was 23 March 2009.

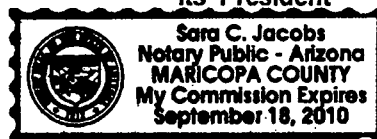
7. **PRELIMINARY NOTICE** A preliminary 20-day notice was provided on 26 March 2008. A copy of the notice, the first class mail certificate and affidavit of proof of service of the notice are collectively attached as **Exhibit "B"**. An amended preliminary 20-day notice for additional work was provided on 30 April 2008. A copy of the notice, a copy of the first class mail certificate and affidavit of proof of service of the notice are collectively attached as **Exhibit "C"**.

Affiant, as the President and on behalf of Claimant, claims a lien upon the above-described property, structures and improvements and the benefits of the laws of the State of Arizona, relating to liens of mechanics, materialmen, laborers and others, for the sum due Claimant for the labor, material, professional services, and/or rental equipment performed or supplied under the above-contract, and attorneys' fees and costs. For the purpose of fixing its lien Claimant has made this Notice and Claim of Lien in counterparts. Claimant has delivered one copy thereof to the County Recorder of the County of Maricopa, State of Arizona, to be filed and recorded as required by law, and served a copy thereof upon **Pima Center 101, LLC**, as the Owner or Reputed Owner, and Lessee of said real property and improvements.

SUTTER MASONRY, INC.

By 
Michael John Sutter
Its President

STATE OF ARIZONA)
) ss.
County of MARICOPA)



SUBSCRIBED AND SWORN the foregoing instrument was acknowledged before me this 16th day of June, 2009, by Michael John Sutter, the President of Sutter Masonry, Inc., an Arizona limited liability corporation, on behalf of the corporation.

My Commission Expires:

September 18, 2010


Sara C. Jacobs
Notary Public

EXHIBIT "A"

EXHIBIT "A"

PARCEL NO. 1

A PORTION OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GLO CAP AT THE NORTH QUARTER CORNER OF SAID SECTION 31;

THENCE SOUTH 00 DEGREES 01 MINUTES 13 SECONDS EAST (AN ASSUMED BEARING), ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, FOR A DISTANCE OF 2,638.99 FEET TO A BRASS CAP AT THE CENTER OF SAID SECTION 31;

THENCE NORTH 89 DEGREES 48 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, FOR A DISTANCE OF 1,700.85 FEET;

THENCE SOUTH 00 DEGREES 06 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 1,686.33 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 905.94 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 415.59 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 493.07 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 482.58 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF VIA DE VENTURA;

THENCE NORTH 89 DEGREES 53 MINUTES 53 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 491.02 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 481.70 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2

NON-EXCLUSIVE EASEMENTS AS SET FORTH IN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS 2003-1354273 OF OFFICIAL RECORDS.

PARCEL NO. 3

ACCESS EASEMENT AS SET FORTH IN CROSS ACCESS AGREEMENT RECORDED AS 2007-0960324 OF OFFICIAL RECORDS.

EXHIBIT "B"

AFFIDAVIT AND PROOF OF SERVICE
ARIZONA TWENTY DAY PRELIMINARY NOTICE

TINA ADAMS, being first duly sworn upon her oath deposes and says: THAT she is the Office Administrator of Van Rylin Associates who is acting in their capacity as Limited Agents for Sutter Masonry Inc, 12336 W Butler Drive, El Mirage, AZ 85335

That the Arizona Twenty Day Preliminary Notice as prescribed in A.R.S. 33-992.01 was serviced as prescribed on, March 28, 2008 for the project located at: 9180 E Via Ventura, Scottsdale, AZ.
KNOWN AS: PIMA CENTER I, BUILDING E

AT THE ADDRESS AS SHOWN ABOVE, THE MAILING WAS MADE BY FIRST CLASS
MAIL CERTIFICATION ON THE FOLLOWING PERSONS ON THE ABOVE REFERENCED
DATES:
NOTICE #603963

ORIGINAL CONTRACTOR

Opus West Construction Corporation, 2555 E Camelback Road #800, Phoenix, AZ 85016

OWNER OR REPUTED OWNER

PC 101 Inc, 2555 E Camelback Road #800, Phoenix, AZ 85016

CONSTRUCTION LENDER

Bank of America, 201 E Washington Street 22nd Floor, Phoenix, AZ 85004

Tina Adams

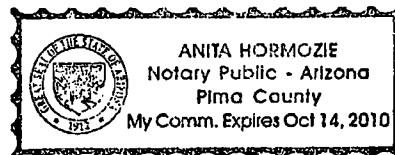
Tina Adams, Office Administrator
Van Rylin Associates, Inc. acting as Limited Agents for
Sutter Masonry Inc

STATE OF ARIZONA)
)SS
COUNTY OF PIMA)

THIS INSTRUMENT WAS SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th day of June, 2009 by Tina Adams acting in her capacity as Office Administrator, for Van Rylin Associates, Limited Agents for Sutter Masonry Inc.

Chantel

NOTARY PUBLIC
MY COMMISSION EXPIRES 10, 14, 2010
ta



ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

VAN RYLIN ASSOCIATES, INC.

P.O. BOX 36953
TUCSON, AZ 85740-6953
(520) 797-0797 FAX (520) 742-0200

NOTICE # 603963
WEB REQ# 10021228
KA

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

ORIGINAL CONTRACTOR

OPUS WEST CONSTRUCTION CORPORATION
9180 E CAMELBACK ROAD #800
PHOENIX AZ 85016

IN ACCORDANCE WITH SECTION 33-992.01 AND 33-992.02 ARIZONA REVISED STATUTES, THIS IS NOT A LIEN, THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR

SUTTER MASONRY INC

12339 W BUTLER DRIVE
EL MIRAGE AZ 85335

YOU ARE HEREBY NOTIFIED THAT they have furnished or will furnish labor, materials, machinery, fixtures, tools or professional services of the following general description:

Job #: 2774

MASONRY

in the construction, alteration or repair of the building, structure or improvement located at:
9180 E VIA DE VENTURA
and situated upon that certain lot(s) parcel(s) of land in SCOTTSDALE,
MARICOPA County, Arizona, LEGALLY described as follows:

PIMA CENTER 1
BUILDING E

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

\$600,897.50 (=) \$600,897.50 Total

OWNER OR REPUTED OWNER

PC 101 INC
2555 E CAMELBACK ROAD #800
PHOENIX AZ 85016

CONSTRUCTION LENDER

BANK OF AMERICA
201 E WASHINGTON STREET 22ND FLOOR
PHOENIX AZ 85004

NOTICE TO PROPERTY OWNER

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

1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, Paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, Paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.

3. Using any other method or device that is appropriate under the circumstances.

WITHIN TEN DAYS OF THE RECEIPT OF THIS PRELIMINARY TWENTY DAY NOTICE THE OWNER OR OTHER INTERESTED PARTY IS REQUIRED TO FURNISH ALL INFORMATION NECESSARY TO CORRECT ANY INACCURACIES IN THE NOTICE PURSUANT TO ARIZONA REVISED STATUTES SECTION 33-992.01, SUBSECTION 1 OR LOSE AS A DEFENSE ANY INACCURACY OF THAT INFORMATION.

WITHIN TEN DAYS OF THE RECEIPT OF THIS PRELIMINARY TWENTY DAY NOTICE IF ANY PAYMENT BOND HAS BEEN RECORDED IN COMPLIANCE WITH ARIZONA REVISED STATUTES SECTION 33-1003, THE OWNER MUST PROVIDE A COPY OF THE PAYMENT BOND INCLUDING THE NAME AND ADDRESS OF THE SURETY COMPANY AND BONDING AGENT PROVIDING THE PAYMENT BOND TO THE PERSON WHO HAS GIVEN THE PRELIMINARY TWENTY DAY NOTICE. IN THE EVENT THAT THE OWNER OR OTHER INTERESTED PARTY FAILS TO PROVIDE THE BOND INFORMATION WITHIN THAT TEN DAY PERIOD, THE CLAIMANT SHALL RETAIN LIEN RIGHTS TO THE EXTENT PRECLUDED OR PREJUDICED FROM ASSERTING A CLAIM AGAINST THE BOND AS A RESULT OF NOT TIMELY RECEIVING THE BOND INFORMATION.

DATE: 3/26/2008

BY:

LIMITED AGENT FOR: SUTTER MASONRY, INC.

John Adams

NOTICE # 603963

ACKNOWLEDGMENT OF RECEIPT OF PRELIMINARY TWENTY-DAY NOTICE

(Arizona Revised Statutes Section 33-992.01 and 33-992.02)

Upon receipt of this notice, please detach and sign this Acknowledgment and return same to:

VAN RYLIN ASSOCIATES, INC.
P.O. BOX 36953, Tucson, AZ 85740-6953

This acknowledges receipt on _____ of a copy of this Preliminary Twenty-Day notice at _____

(DATE)

(DATE)

(Name of person or firm receiving notice and the address where the notice was received)

(Date this acknowledgment is executed)

(Signature of person acknowledging receipt, with title if acknowledgment is made on behalf of another person)

(Address or description of job site as stated above)

CERTIFICATE OF MAILING

Notice 603963

603963 (KA)

SUTTER MASONRY INC
12336 W BUTLER DRIVE
EL MIRAGE AZ 85335

ORIGINAL CONTRACTOR
OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK ROAD #800
PHOENIX AZ 85016

OWNER OR REPUTED OWNER
PC 101 INC
2555 E CAMELBACK ROAD #800
PHOENIX AZ 85016

CONSTRUCTION LENDER
BANK OF AMERICA
201 E WASHINGTON STREET 22ND FLOOR
PHOENIX AZ 85004



EXHIBIT "C"

AFFIDAVIT AND PROOF OF SERVICE
ARIZONA TWENTY DAY PRELIMINARY NOTICE

TINA ADAMS, being first duly sworn upon her oath deposes and says: THAT she is the Office Administrator of Van Rylin Associates who is acting in their capacity as Limited Agents for Sutter Masonry Inc, 12336 W Butler Drive, El Mirage, AZ 85335

That the Arizona Twenty Day Preliminary Notice as prescribed in A.R.S. 33-992.01 was serviced as prescribed on, April 30, 2008 for the project located at: 9180 E Via Ventura, Scottsdale, AZ.
KNOWN AS: PIMA CENTER I, BUILDING E

AT THE ADDRESS AS SHOWN ABOVE, THE MAILING WAS MADE BY FIRST CLASS
MAIL CERTIFICATION ON THE FOLLOWING PERSONS ON THE ABOVE REFERENCED
DATES:
NOTICE #607818/603963

ORIGINAL CONTRACTOR

Opus West Construction Corporation, 2555 E Camelback Road #800, Phoenix, AZ 85016

OWNER OR REPUTED OWNER

PC 101 Inc, 2555 E Camelback Road #800, Phoenix, AZ 85016

CONSTRUCTION LENDER

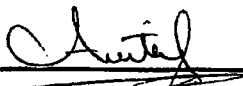
Bank of America, 201 E Washington Street 22nd Floor, Phoenix, AZ 85004



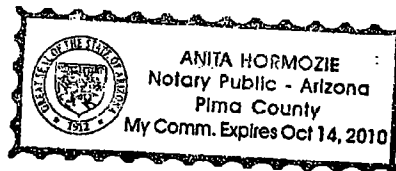
Tina Adams, Office Administrator
Van Rylin Associates, Inc. acting as Limited Agents for
Sutter Masonry Inc

STATE OF ARIZONA)
)SS
COUNTY OF PIMA)

THIS INSTRUMENT WAS SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th day of
June, 2009 by Tina Adams acting in her capacity as Office Administrator, for Van Rylin
Associates, Limited Agents for Sutter Masonry Inc.



NOTARY PUBLIC
MY COMMISSION EXPIRES 10,14,2010
ta



ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

VAN RYLIN ASSOCIATES, INC.
P.O. BOX 36963
TUCSON, AZ 85740-8953
(520) 797-0797 FAX (520) 742-0200
NOTICE # 607818/803963
KA

IN ACCORDANCE WITH SECTION 33-992.01 AND 33-992.02 ARIZONA REVISED STATUTES, THIS IS NOT
A LIEN, THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR
SUTTER MASONRY INC

12336 W BUTLER DRIVE
EL MIRAGE AZ 85336

Second Notice

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

ORIGINAL CONTRACTOR
OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK ROAD #800
PHOENIX AZ 85016

YOU ARE HEREBY NOTIFIED THAT they have furnished or will furnish labor, materials, machinery,
fixtures, tools or professional services of the following general description:

Job #: 2774

MASONRY

in the construction, alteration or repair of the building, structure or improvement located at:
9180 E VIA DE VENTURA
and situated upon that certain lot(s) parcel(s) of land in SCOTTSDALE,
MARICOPA County, Arizona, LEGALLY described as follows:

PIMA CENTER 1
BUILDING E

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

\$576,881.00 (=) \$576,881.00 Total

OWNER OR REPUTED OWNER
PC 101 INC
2555 E CAMELBACK ROAD #800
PHOENIX AZ 85016

NOTICE TO PROPERTY OWNER

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

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

WITHIN TEN DAYS OF THE RECEIPT OF THIS PRELIMINARY TWENTY DAY NOTICE THE
OWNER OR OTHER INTERESTED PARTY IS REQUIRED TO FURNISH ALL INFORMATION
NECESSARY TO CORRECT ANY INACCURACIES IN THE NOTICE PURSUANT TO ARIZONA
REVISED STATUTES SECTION 33-992.01, SUBSECTION 1 OR LOSE AS A DEFENSE ANY
INACCURACY OF THAT INFORMATION.

WITHIN TEN DAYS OF THE RECEIPT OF THIS PRELIMINARY TWENTY DAY NOTICE IF ANY
PAYMENT BOND HAS BEEN RECORDED IN COMPLIANCE WITH ARIZONA REVISED STATUTES
SECTION 33-1003, THE OWNER MUST PROVIDE A COPY OF THE PAYMENT BOND INCLUDING
THE NAME AND ADDRESS OF THE SURETY COMPANY AND BONDING AGENT PROVIDING THE
PAYMENT BOND TO THE PERSON WHO HAS GIVEN THE PRELIMINARY TWENTY DAY
NOTICE. IN THE EVENT THAT THE OWNER OR OTHER INTERESTED PARTY FAILS TO
PROVIDE THE BOND INFORMATION WITHIN THAT TEN DAY PERIOD, THE CLAIMANT SHALL
RETAIN LIEN RIGHTS TO THE EXTENT PRECLUDED OR PREJUDICED FROM ASSERTING A
CLAIM AGAINST THE BOND AS A RESULT OF NOT TIMELY RECEIVING THE BOND
INFORMATION.

DATE: 4/30/2008

BY:

LIMITED AGENT FOR: SUTTER MASONRY INC

TA

NOTICE # 607818/803963

ACKNOWLEDGMENT OF RECEIPT OF PRELIMINARY TWENTY-DAY NOTICE

(Arizona Revised Statutes Section 33-992.01 and 33-992.02)

Upon receipt of this notice, please detach and sign this Acknowledgment and return same to:

VAN RYLIN ASSOCIATES, INC.
P.O. BOX 36963, Tucson, AZ 85740-8953

This acknowledges receipt on _____ of a copy of this Preliminary Twenty-Day notice at _____ (DATE)

(Name of person or firm receiving notice and the address where the notice was received)

(Date this acknowledgment is executed)

(Signature of person acknowledging receipt, with title if acknowledgment is made on behalf of another person)

(Address or description of job site as stated above)

CERTIFICATE OF MAILING

Notice 607818

607818/603963 (KA)
Second Notice

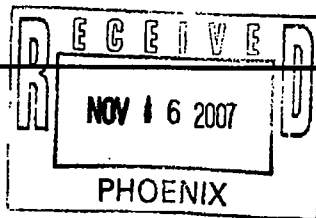
SUTTER MASONRY INC
12336 W BUTLER DRIVE
EL MIRAGE AZ 85335

ORIGINAL CONTRACTOR
OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK ROAD #800
PHOENIX AZ 85016

OWNER OR REPUTED OWNER
PC 101 INC
2555 E CAMELBACK ROAD #800
PHOENIX AZ 85016

CONSTRUCTION LENDER
BANK OF AMERICA
201 E WASHINGTON STREET 22ND FLOOR
PHOENIX AZ 85004





RH
AVG

Pima Center I - Building E / 10510.00
04200 / Concrete Unit Masonry
Sutter Masonry, Inc. / John Glenn
Contact Phone # 623-535-7202
Contact Fax # 623-535-7205
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 02nd day of November, 2007, by and between Opus West Construction Corporation ("Contractor"), with its office located at 2555 East Camelback Road - Suite 800, Phoenix, AZ 85016, and Sutter Masonry, Inc. ("Subcontractor") with its office located at 12336 W. Butler Drive, El Mirage, AZ 85335.

Contractor and Subcontractor agree as follows:

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

Architect of Record:	Butler Design Group, Inc.
Civil Engineer:	Erickson & Meeks Engineering, LLC
Interior Designer:	McCarthy Nordburg, Ltd.
Landscape Architect:	Laskin & Associates, Inc.
Structural Engineer of Record:	Opus Architects & Engineers, Inc.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 08/05/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 470,350.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
8. Riders. The following Riders are attached to and made a part of this Subcontract:
 - 8.1 Rider A (Scope of Work)
 - 8.2 Rider B (Indemnification)
 - 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager

[Signature] 11/16/07
Ryan Hulen

CONTRACTOR
OPUS West Construction Corporation

By:

[Signature]
James Godwin

(Print Name)

Senior Director of Construction

(Title)

11.20.07

(Date)

SUBCONTRACTOR
Sutter Masonry, Inc.

By:

[Signature]
MICHAEL J. SUTTER
(Print Name)

President

(Title)

11-14-07

(Date)

RIDER A

This Rider A is attached to and made a part of the Subcontract between Opus West Construction Corporation and Sutter Masonry, Inc. dated 11/02/2007. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

I. Work/Subcontract Documents.

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

Drawings and Specifications

Description	Number	Last Revision
Pima I Building E Outline Specs		01/21/2007
Cover Sheet	C8	09/04/2007
Grading & Drainage, Water Sewer & Fire Line Cover Sheet	C1	09/04/2007
Grading & Drainage Plan	C2	09/04/2007
Grading & Drainage Plan	C3	09/04/2007
Grading & Drainage Details & Sections	C4	09/04/2007
Water, Sewer & Fire Line Plan	C5	09/04/2007
Water, Sewer & Fire Line Plan	C6	09/04/2007
Site/Best Management Practices Map	Map	08/27/2007
Cover Sheet	LA01	09/04/2007
Planting Plans	LA02	09/04/2007
Planting Plans	LA03	09/04/2007
Irrigation Plans	LA04	09/04/2007
Irrigation Plans	LA05	09/04/2007
Landscape Detail Sheet	LA06	09/04/2007
Irrigation Detail Sheet	LA07	09/04/2007
Specifications	LA08	09/04/2007
Site Plan	A0.1	09/04/2007
Enlarged Site Plan	A0.2	09/04/2007
Site Details	A0.3	09/04/2007
Site Details	A0.4	09/04/2007
1st Floor Plan	A1.1	09/04/2007
1st Floor Plan - Edge of Slab	A1.1.1	09/04/2007
2nd Floor Plan	A1.2	09/04/2007
2nd Floor Plan - Edge of Slab	A1.2.1	09/04/2007
Roof Plan	A1.3	09/04/2007
Elevations	A2.1	09/04/2007
Enlarged Elevations	A2.2	09/04/2007
Enlarged Elevations	A2.3	09/04/2007
Window/Door Schedule	A2.4	09/04/2007

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Window/Door Schedule	A2.5	09/04/2007
Building Sections	A3.1	09/04/2007
Wall Sections	A3.2	09/04/2007
Wall Sections	A3.3	09/04/2007
Wall Sections	A3.4	09/04/2007
Architectural Details	A4.1	09/04/2007
Architectural Details	A4.2	09/04/2007
Architectural Details	A4.3	09/04/2007
Architectural Details	A4.4	09/04/2007
Stair & Elevator Details	A5.1	09/04/2007
Stair & Elevator Details	A5.2	09/04/2007
First Floor - Floor Plan	IA2.01	09/04/2007
Second Floor - Floor Plan	IA2.02	09/04/2007
First Floor - Enlarged Lobby Plan	IA2.1	09/04/2007
First Floor - Enlarged Lobby RCP Plan	IA3.1	09/04/2007
Enlarged Restroom Plans	IA8.0	09/04/2007
Interior Architectural Details	IA8.0	09/04/2007
Interior Architectural Details	IA8.1	09/04/2007
Interior Architectural Details	IA8.2	09/04/2007
Title Sheet	S1	09/04/2007
Level 1 Foundation Plan	S2	09/04/2007
Level 2 Framing Plan	S3.1	09/04/2007
Level 2 Enlarged Plans & Schedules	S3.2	09/04/2007
Roof Framing Plan	S4.1	09/04/2007
Awning Framing Plans & Details	S4.2	09/04/2007
Braced Frame Sections & Details	S5	09/04/2007
Sections and Details	S6	09/04/2007
Sections and Details	S7	09/04/2007
Sections and Details	S8	09/04/2007
Sections and Details	S9	09/04/2007
Sections and Details	S10	09/04/2007
Mechanical Cover Sheet	M0.1	09/04/2007
First Floor Mechanical Plan	M1.1	09/04/2007
Second Floor Mechanical Plan	M1.2	09/04/2007
Mechanical Roof Plan	M1.3	09/04/2007
Enlarged Mechanical Core Plans	M1.4	09/04/2007
Mechanical Schedules	M2.1	09/04/2007
Mechanical Details	M2.2	09/04/2007
Mechanical Details	M2.3	09/04/2007
Plumbing Legend, Symbols and Fixture Schedules	P0.1	09/04/2007
Plumbing Specifications	P0.2	09/04/2007

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Plumbing Specifications	P0.3	09/04/2007
Plumbing Plan - 1st Floor	P2.1	09/04/2007
Plumbing Plan - 2nd Floor	P2.2	09/04/2007
Enlarged Plumbing Floor Plan, 1st & 2nd Floor	P2.3	09/04/2007
Plumbing Riser Diagrams	P3.1	09/11/2007
Symbols and Schedules	E0.0	09/04/2007
Site Lighting Plan	E1.0	09/04/2007
Partial 1st Floor Lighting Plan	E2.0	09/04/2007
Partial 1st Floor Lighting Plan	E2.1	09/04/2007
Partial 1st Floor Lighting Plan	E2.2	09/04/2007
Partial 2nd Floor Lighting Plan	E3.0	09/04/2007
Partial 2nd Floor Lighting Plan	E3.1	09/04/2007
Partial 2nd Floor Lighting Plan	E3.2	09/04/2007
Partial 1st Floor Power Plan	E4.0	09/04/2007
Partial 1st Floor Power Plan	E4.1	09/04/2007
Partial 1st Floor Power Plan	E4.2	09/04/2007
Enlarged 1st/2nd Floor Power Plans	E4.3	09/04/2007
Partial 2nd Floor Power Plan	E5.0	09/04/2007
Partial 2nd Floor Power Plan	E5.1	09/04/2007
Partial 2nd Floor Power Plan	E5.2	09/04/2007
Partial Roof HVAC/SS Plan	E6.0	09/04/2007
Partial Roof HVAC/SS Plan	E6.1	09/04/2007
Partial Roof HVAC/SS Plan	E6.2	09/04/2007
Single Line Diagram	E7.0	09/04/2007
Details and Calculations	E7.1	09/04/2007
Panelboard Schedules	E8.0	09/04/2007
Panelboard Schedules	E8.1	09/04/2007
Panelboard Schedules	E8.2	09/11/2007
General Conditions of Subcontract		06/01/2005
Special Conditions of Subcontract		05/02/2007
Supplemental General Conditions		06/01/2005
Earthwork Specifications - Pima Center I - Building E	02200	08/30/2007
Termite Protection Specifications - Pima Center I - Building E	02280	08/30/2007
Asphalt Paving Specifications - Pima Center I - Building E	02510	08/30/2007
Site Concrete Specifications - Pima Center I - Building E	02520	08/30/2007
Site Utilities Specifications - Pima Center I - Building E	02600	08/30/2007
Drywell Specifications - Pima Center I - Building E	02720	10/31/2007
Landscaping and Irrigation Specifications - Pima Center I - Building E	02900	08/30/2007
Cast In Place Concrete System Specifications - Pima Center I - Building E	03300	10/23/2007
Concrete Unit Masonry Specifications - Pima Center I - Building E	04200	10/31/2007
Structural Steel Framing and Decks Specifications - Pima Center I - Building E 9/20/07	05100	09/20/2007

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Metal Fabrications Specifications - Pima Center I - Building E	05500	09/20/2007
Building Insulation Specifications - Pima Center I - Building E	07200	08/30/2007
Built Up Roofing Specifications - Pima Center I - Building E	07510	08/30/2007
Caulking Specifications - Pima Center I - Building E	07800	08/30/2007
Hollow Metal Doors and Frames Specifications - Pima Center I - Building E	08100	08/30/2007
Wood Doors Specifications - Pima Center I - Building E	08200	08/30/2007
Aluminum Framing and Glazing Systems Specifications - Pima Center I - Building E	08400	10/31/2007
Door Hardware Specifications - Pima Center I - Building E	08700	08/30/2007
Hydraulic Elevators Specifications - Pima Center I - Building E	14240	08/30/2007
Pima Center I - Building E Division 15 - Mechanical	15000	08/30/2007
Pima Center I - Building E Division 16 - Electrical	16000	07/03/2007
Electronic Security Systems Specifications - Pima Center I - Building E	16720	08/30/2007

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

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

Other Documents

N/A

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

Modifications and Clarifications

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

- 1 Subcontractor shall use Salt River Pima Maricopa Indian Community suppliers and laborers whenever possible/available.
- 2 Subcontractor shall endorse its Commercial General Liability and Umbrella/Excess Liability policies to add Opus West Construction Corporation, Opus West Corporation, and PC 101, Inc. as "additional insureds."

This Subcontract excludes the following:

- 1 Gross Receipts Tax
- 2 Performance or Payment Bond
- 3 General Building Permit
- 4 Development Fees

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

N/A

Schedule Notes

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

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

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Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10510.00	Pima Center I - Building E	Base Bid: Concrete Unit Masonry	\$443,100.00
10510.00	Pima Center I - Building E	Post Bid Adjustment: Material to be supplied by Yavapai Block	\$8,500.00
10510.00	Pima Center I - Building E	Post Bid Adjustment: Provide 18' x 24' Mock-Up Panel	\$8,900.00
10510.00	Pima Center I - Building E	Post Bid Adjustment: Provide three (3) Pier #1 (2/A3.2) in lieu of three (3) Pier #3 (4/A3.3)	\$9,850.00
Total			\$ 470,350.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Masonry-Enclosure - Subcontract	10510.00-E10-04010.00-S	\$470,350.00
Total		\$470,350.00

4. Unit Pricing.

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

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

Unit Price List

Name	Rate	Quantity UOM
Bricklayer (Fully Burdened)	\$37.23	Hour
Building Exterior Walls	\$14.02	Sq Foot

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

Line Number	Name	Amount
1	Provide "Dry-Block" admixture in all concrete masonry units and masonry materials.	\$ 16,300.00
2	Provide Grey block in lieu of integral "Bone" colored block.	\$(14,000.00)

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 Sutter Masonry, Inc. dated 11/02/2007. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

Section 1. Licensing.

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

Section 2. Change Orders.

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

Section 3. Pay When and If Paid.

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

Section 4. Title to Work.

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

Section 5. Indemnification

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

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

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

END OF RIDER B

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RIDER C

This Rider C is attached to and made a part of the Subcontract between Opus West Construction Corporation, and Sutter Masonry, Inc. dated 11/02/2007. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

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

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

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

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

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

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2 Contractor's Builder's Risk Insurance.

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

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

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

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

END OF RIDER C

Suttery Masonry, Inc. Proof of Claim

09-34356-HDH-11

**Statement of Account
Spreadsheet**

Invoice Date	Invoice Number	Amount of Invoice	Date Interest Begins (30 Days After Invoice)	Daily Interest On Principal	Interest calculated to this date	Interest to Date	Total Due With Interest
4/25/2008	472	\$13,136.80	5/26/2008	\$3.60	7/6/09	\$1,461.24	\$14,598.04
9/25/2008	582	\$4,800.00	10/27/2008	\$1.32	7/6/09	\$331.40	\$5,131.40
10/25/2008	606	\$21,229.50	11/24/2008	\$5.82	7/6/09	\$1,302.85	\$22,532.35
11/25/2008	899	\$7,000.00	12/25/2008	\$1.92	7/6/09	\$370.14	\$7,370.14
12/25/2008	917	\$600.00	1/26/2009	\$0.16	7/6/09	\$26.47	\$626.47
1/25/2009	945	\$1,200.00	2/24/2009	\$0.33	7/6/09	\$43.40	\$1,243.40
2/25/2009	969	\$3,350.00	3/27/2009	\$0.92	7/6/09	\$92.70	\$3,442.70
4/25/2009	995	\$3,200.00	5/25/2009	\$0.88	7/6/09	\$36.82	\$3,236.82
TOTAL		\$54,516.30				\$3,665.01	\$58,181.31

12:39 PM

11/03/09

Accrual Basis

Sutter Masonry, Inc.
Customer Open Balance
All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
2774/Opus-Pima Center Bldg E						
Invoice	4/25/2008	472		4/25/2008	13,136.80	131,368.00
Invoice	9/25/2008	582		9/25/2008	4,800.00	48,000.00
Invoice	10/25/2008	606		10/25/2008	21,229.50	212,295.00
Invoice	11/25/2008	899		11/25/2008	7,000.00	70,000.00
Invoice	12/25/2008	917		12/25/2008	600.00	6,000.00
Invoice	1/25/2009	945		1/25/2009	1,200.00	12,000.00
Invoice	2/25/2009	969		2/25/2009	3,350.00	3,350.00
Invoice	4/25/2009	995		3/25/2009	3,200.00	3,200.00
Total 2774/Opus-Pima Center Bldg E					54,516.30	486,213.00
TOTAL					54,516.30	486,213.00



12336 WEST BUTLER DRIVE, #100
EL MIRAGE, AZ 85335-3802
OFFICE: (623) 535-7202
FAX: (623) 535-7205
LICENSE#: RES: 096549 *ROC*
LICENSE#: COM: 100726 *ROC*

Invoice

DATE	INVOICE #
4/25/2008	472

BILL TO:

Opus West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Rd. Suite 800
Phoenix, AZ 85016

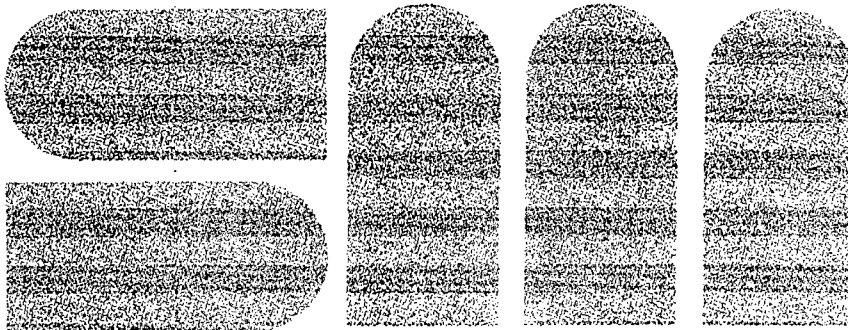
P.O. NUMBER	TERMS	PROJECT
2774		

QUANTITY	DESCRIPTION	RATE	AMOUNT
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Pima Center I - Building E

stored materials block delivered
CO #1

121,000.00
10,368.00

**TOTAL****\$131,368.00**



12336 WEST BUTLER DRIVE, #100
EL MIRAGE, AZ 85335-3802
OFFICE: (623) 535-7202
FAX: (623) 535-7205
LICENSE#: RES: 096549 *Roc*
LICENSE#: COM: 100726 *Roc*

Invoice

DATE	INVOICE #
------	-----------

9/25/2008

582

BILL TO:

Opus West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Rd. Suite 800
Phoenix, AZ 85016

P.O. NUMBER

TERMS

PROJECT

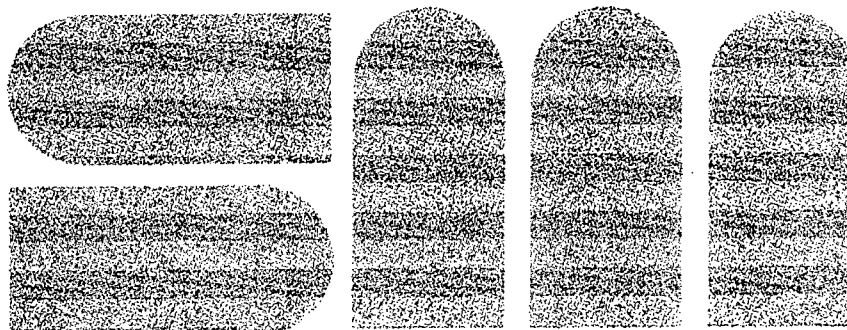
2774

QUANTITY	DESCRIPTION	RATE	AMOUNT
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Pima Center I Building E

masonry completed to date

48,000.00



TOTAL

\$48,000.00



12336 WEST BUTLER DRIVE, #100
EL MIRAGE, AZ 85335-3802
OFFICE: (623) 535-7202
FAX: (623) 535-7205
LICENSE#: RES: 096549 *Roc*
LICENSE#: COM: 100726 *Roc*

Invoice

DATE	INVOICE #
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10/25/2008

606

BILL TO:

Opus West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Rd. Suite 800
Phoenix, AZ 85016

P.O. NUMBER

TERMS

PROJECT

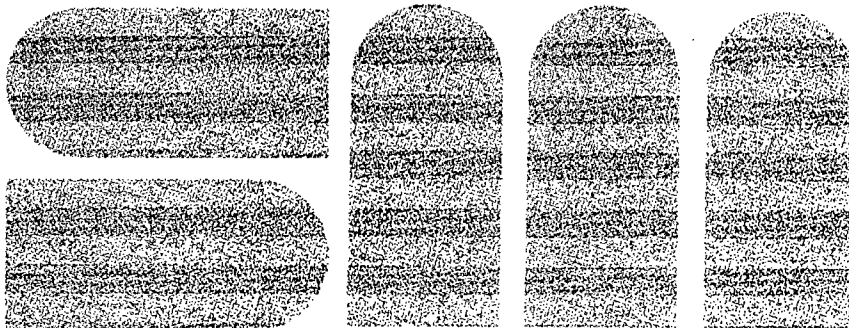
2774

QUANTITY	DESCRIPTION	RATE	AMOUNT
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Pima Center 1 - Building E

masonry completed to date
CO #2

210,000.00
2,295.00



TOTAL

\$212,295.00



12336 WEST BUTLER DRIVE, #100
EL MIRAGE, AZ 85335-3802
OFFICE: (623) 535-7202
FAX: (623) 535-7205
LICENSE#: RES: 096549 *ROC*
LICENSE#: COM: 100726 *ROC*

Invoice

DATE	INVOICE #
------	-----------

11/25/2008

899

BILL TO:

Opus West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Rd. Suite 800
Phoenix, AZ 85016

P.O. NUMBER

TERMS

PROJECT

2774

QUANTITY

DESCRIPTION

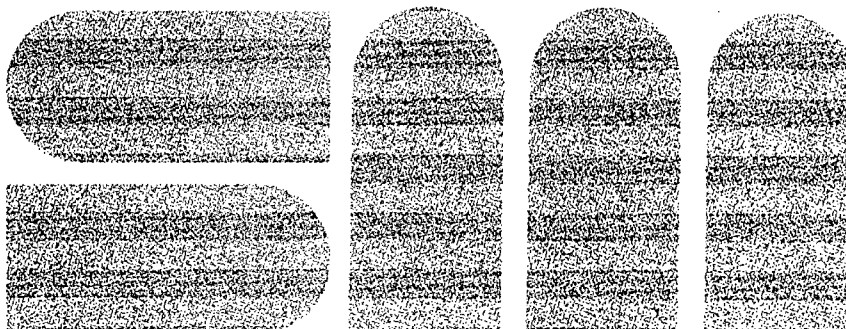
RATE

AMOUNT

Pinna Center 1 - Building E

masonry completed to date

70,000.00



TOTAL

\$70,000.00



12336 WEST BUTLER DRIVE, #100
EL MIRAGE, AZ 85335-3802
OFFICE: (623) 535-7202
FAX: (623) 535-7205
LICENSE#: RES: 096549 *ROC*
LICENSE#: COM: 100726 *ROC*

Invoice

DATE	INVOICE #
12/25/2008	917

BILL TO:

Opus West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Rd. Suite 800
Phoenix, AZ 85016

P.O. NUMBER**TERMS****PROJECT**

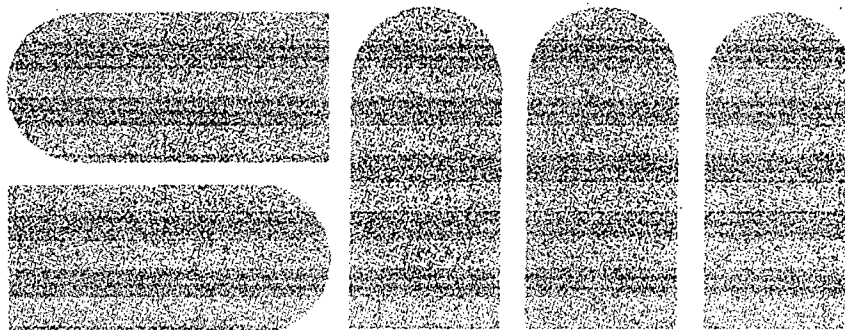
2774

QUANTITY**DESCRIPTION****RATE****AMOUNT**

Pima Center 1- Building E

masonry completed to date

6,000.00

**TOTAL**

\$6,000.00



12336 WEST BUTLER DRIVE, #100
EL MIRAGE, AZ 85335-3802
OFFICE: (623) 535-7202
FAX: (623) 535-7205
LICENSE#: RES: 096549 *R&L*
LICENSE#: COM: 100726 *R&L*

Invoice

DATE	INVOICE #
1/25/2009	945

BILL TO:

Opus West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Rd. Suite 800
Phoenix, AZ 85016

P.O. NUMBER	TERMS	PROJECT
2774		

QUANTITY	DESCRIPTION	RATE	AMOUNT
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Pima Center I - Building E

masonry completed to date

12,000.00



TOTAL \$12,000.00



12336 WEST BUTLER DRIVE, #100
EL MIRAGE, AZ 85335-3802
OFFICE: (623) 535-7202
FAX: (623) 535-7205
LICENSE#: RES: 096549 *RoC*
LICENSE#: COM: 100726 *RoC*

Invoice

DATE	INVOICE #
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2/25/2009

969

BILL TO:

Opus West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Rd. Suite 800
Phoenix, AZ 85016

P.O. NUMBER	TERMS	PROJECT
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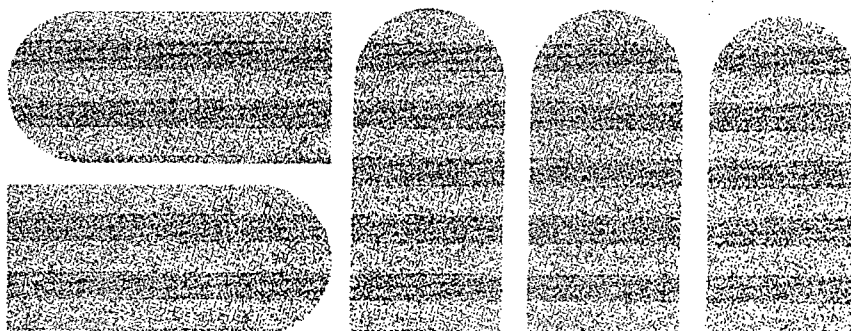
2774

QUANTITY	DESCRIPTION	RATE	AMOUNT
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Pima Center I - Building E

masonry completed to date

3,350.00



TOTAL

\$3,350.00



12336 WEST BUTLER DRIVE, #100
EL MIRAGE, AZ 85335-3802
OFFICE: (623) 535-7202
FAX: (623) 535-7205
LICENSE#: RES: 096549 *Roc*
LICENSE#: COM: 100726 *Roc*

Invoice

DATE	INVOICE #
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4/25/2009

995

BILL TO:

Opus West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Rd. Suite 800
Phoenix, AZ 85016

P.O. NUMBER	TERMS	PROJECT
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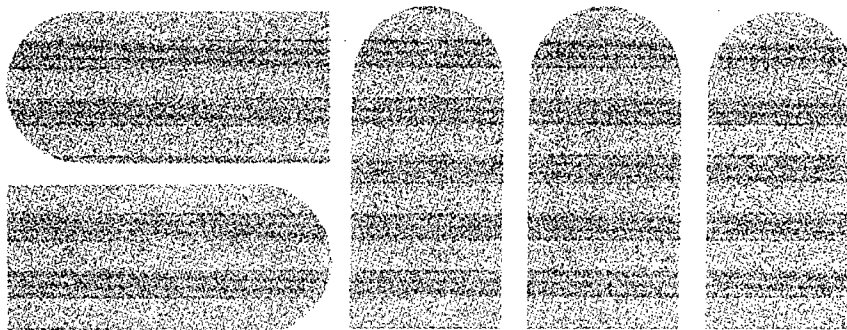
2774

QUANTITY	DESCRIPTION	RATE	AMOUNT
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Pima Center 1 Building E

CO #3 for Proposal #24353

3,200.00



TOTAL

\$3,200.00