


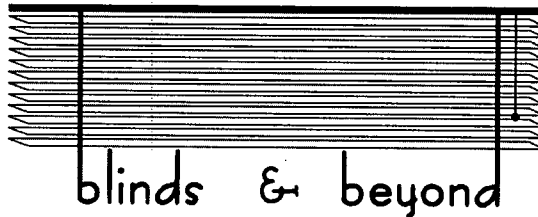
UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.		Case Number: 09-34-360
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. All other requests for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Blinds & Beyond by Wikler, Inc. 24795 N 119th Place Scottsdale AZ 85255		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <i>(If known)</i> Filed on: _____
Name and address where notices should be sent: Blinds & Beyond by Wikler, Inc. 24795 N 119th Place Scottsdale AZ 85255 Telephone number: 480-515-4606 / louis@blindsandbeyond.biz Email Address: _____		<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.
Name and address where payment should be sent (if different from above): Telephone number: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>23,852.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____
2. Basis for Claim: <u>Provided and installed mini blinds in 2 buildings</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>1006793</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"/> Equipment <input type="checkbox"/> Other Value of Property: \$ <u>?</u> Annual Interest Rate ___% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>20,892.00</u> Basis for perfection: _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (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: 12/16/09	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. Louis Wikler / President _____	FOR COURT USE ONLY OPUS WEST  00655

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
 Modified B10 (GCC) (12/08)

RECEIVED

DEC 30 2009

BMC GROUP



By Wikler, Inc.

License # 132411 - L-05

Date: 12/16/2009

United States Bankruptcy Court
1100 Commerce Street Room 1254
Dallas Texas 75242

To Whom it May Concern,


Blinds & Beyond by Wikler, Inc. is filing an amended claim in case # 09-34-360 Opus West Construction Corporation. We were originally told by the lawyers Greenberg Traurig, LLP that the Pima Center I – Building E was not part of the bankruptcy, and it has become apparent that it may be included.

Enclosed in this packet is proof of our claims on two different jobs that we did for Opus Construction Corporation. As you can see we have a mechanics lien on the Pima Center I – Building E which we are owed \$ 20,892.00.

Also included is the claim which we filed originally for the Glendale Corporate Center, which we are owed \$ 2,960.00; this does not have a mechanics lien.

Please let us know if this claim is accepted. We would have sent it with the original claim if we were not given misinformation from Greenberg Traurig, LLP.

Thank You for your consideration.



Louis Wikler
President

24795 N. 119th Place / Scottsdale AZ 85255-5928
E-mail: louis@blindsandbeyond.biz / Phone: (480) 515-4606 / Fax: (480) 515-4655



American Alarm @ Glendale Corporate Center I - C / 11223.31
 12200 /AA - Window Blinds
 Blinds & Beyond by Wikler, Inc / Louis Wikler
 Contact Phone # 480-515-4606
 Contact Fax # 480-515-4655
 Payment Terms: Standard

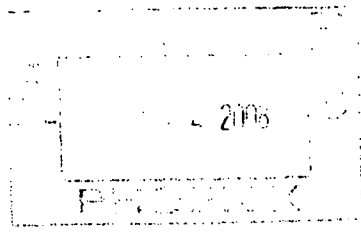
SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 15th day of December, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2555 East Camelback Road - Suite 800, Phoenix, AZ 85016, and Blinds & Beyond by Wikler, Inc ("Subcontractor") with its office located at 24795 N 119th Pl, Scottsdale, AZ 85255.

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 American Alarm @ Glendale Corporate Center I - C ("Project"), located at 5365 North 99th Avenue, Glendale, AZ 85305 ("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 Opus West Corporation ("Owner").
4. **Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect:	McCarthy Nordburg, Ltd.
Electrical Engineer:	Associated Engineering, Incorporated
Fire Protection Engineer:	RCI Systems, Inc.
Mechanical Engineer:	AT Mechanical LLC
Plumbing Engineer:	PCE Engineering
Structural Engineer:	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 02/13/2009. 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".
7. **Subcontract Sum.** Contractor shall pay Subcontractor the sum of \$ 2,960.00 ("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
 Nicholas Veldman

CONTRACTOR

Opus West Construction Corporation

By:
 James Godwin
 (Print Name)
 Senior Director of Construction
 (Title)
 12-30-08
 (Date)

SUBCONTRACTOR

Blinds & Beyond by Wikler, Inc

By:
 Louis Wikler
 (Print Name)
 President
 (Title)
 12/20/08
 (Date)

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Blinds & Beyond by Wikler, Inc dated 12/15/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

I. Work/Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section AA - Window Blinds 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
Supplemental General Conditions of Subcontract - West, June 2005 Edition		06/01/2005
General Conditions of Subcontract, June 2005 Edition		06/01/2005
Special Conditions of Subcontract - West, June 2005 Edition, Revised 11/12/2008 for American Alarm T.I. @ Glendale Corporate Center I - C		11/12/2008
AA - Final Clean Specifications	01643	11/04/2008
AA - Architectural Woodwork Specifications	06400	11/04/2008
AA - Building Insulation Specifications	07200	11/04/2008
AA - Built-Up Roofing Specifications	07510	09/19/2008
AA - Wood Doors Specifications	08200	11/10/2008
AA - Aluminum Framing and Glazing Systems Specifications	08400	11/10/2008
AA - Door Hardware Specifications	08700	11/10/2008
AA - Painting Specifications	09000	11/04/2008
AA - Gypsum Board Assemblies Specifications	09000	12/03/2008
AA - Ceramic Tile and Stone Specifications	09300	11/04/2008
AA - Acoustical Ceiling Specifications	09510	11/04/2008
AA - Resilient Flooring and Base Specifications	09650	11/04/2008
AA - Carpet Specifications	09680	11/04/2008
AA - Toilet Accessories Specifications	10160	11/10/2008
AA - Window Treatment Specifications	12500	11/10/2008
AA - General Mechanical Specifications	15010	11/10/2008
AA - Fire Protection Specifications	15300	11/10/2008
AA - Plumbing Specifications	15400	11/10/2008
AA - Heating, Ventilation & Air Conditioning	15500	11/10/2008
AA - Electrical Specifications	16000	11/10/2008
Index Sheet - American Alarm	IA0.0	11/24/2008
Site Plan	A1.0	11/24/2008
Floor Plan	IA2.0	11/24/2008
Dimension Plan	IA2.1	11/06/2008
Reflected Ceiling Plan	IA3.0	11/06/2008
Furniture Plan	IA4.0	11/06/2008
Finish Plan	IA5.0	11/06/2008
Details	IA7.0	11/06/2008

Enlarged Restrooms & Elevations & Sections	IA8.0	11/24/2008
Door Schedule	IA10.0	11/24/2008
Mechanical Symbols, Legends and Notes	IM1.0	11/24/2008
Mechanical Floor Plan	IM2.0	11/24/2008
Mechanical Equipment Schedules	IM3.0	11/24/2008
Mechanical Details	IM4.0	11/05/2008
Plumbing Floor Plan	IP2.0	11/24/2008
Electrical Notes/Symbols	IE1.0	11/24/2008
Electrical Lighting Plan	IE2.0	11/24/2008
Electrical Power Plan	IE3.0	11/24/2008
Electrical One-Line and Panel	IE4.0	11/24/2008
FP1	FP1	08/27/2008

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

N/A

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 endorse its Commercial Liability and Umbrella/Excess Liability policies (as defined in Rider C) to add the following names as "additional insureds": Opus West Construction Corporation and Opus West Corporation.

This Subcontract excludes the following:

- 1 Gross receipts tax.
- 2 Payment or performance bond.
- 3 General building permit.

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

Description	Planned Start	Planned End	Planned Duration
Project Schedule	12/08/2008	02/13/2009	

Schedule Notes

1. In accordance with Project completion dates and Project Superintendent's two and three-week schedules.

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
11223.31	American Alarm @ Glendale Corporate Center I - C	Basic Bid: Subcontractor shall furnish and install all necessary labor and materials to complete the Window Blind scope of work per the Contract Documents.	\$2,960.00
Total			\$ 2,960.00



MAR 26 2008
PHOENIX

Pima Center I - Building E / 10510.00
12491 /Horizontal Louver Blinds
Blinds & Beyond by Wikler, Inc / Louis Wikler
Contact Phone # 480-515-4606
Contact Fax # 480-515-4655
Payment Terms: Standard

RT
AVG

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 05th day of February, 2008, by and between **Opus West Construction Corporation** ("Contractor"), with its office located at 2555 East Camelback Road - Suite 800, Phoenix, AZ 85016, and **Blinds & Beyond by Wikler, Inc** ("Subcontractor") with its office located at 24795 N. 119th Place, Scottsdale, AZ 85255.

Contractor and Subcontractor agree as follows:

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

Architect of Record:	Butler Design Group, Inc.
Civil Engineer:	Erickson & Meeks Engineering, LLC
Interior Designer:	McCarthy Nordburg, Ltd.
Landscape Architect:	Laskin & Associates, Inc.
Structural Engineer of Record:	Opus Architects & Engineers, Inc.
5. **Scope of Work.** Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. **Schedule.** Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 08/05/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. **Subcontract Sum.** Contractor shall pay Subcontractor the sum of \$ 20,500.00 ("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] 3/27/08
Ryan Hulet

CONTRACTOR
OPUS West Construction Corporation

By:

[Signature]
James Godwin
(Print Name)
Senior Director of Construction
(Title)
3-27-08
(Date)

SUBCONTRACTOR
Blinds & Beyond by Wikler, Inc

By:

[Signature]
Louis Wikler
(Print Name)
President
(Title)
3/23/08
(Date)

RT

RIDER A

This Rider A is attached to and made a part of the Subcontract between **Opus West Construction Corporation** and **Blinds & Beyond by Wikler, Inc** dated 02/05/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

I. Work Subcontract Documents.

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

Drawings and Specifications

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

7A

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

RH

Second Floor Mechanical Plan	M1.2	11/07/2007
Mechanical Roof Plan	M1.3	11/07/2007
Enlarged Mechanical Core Plans	M1.4	11/07/2007
Mechanical Schedules	M2.1	11/07/2007
Mechanical Details	M2.2	11/07/2007
Mechanical Details	M2.3	11/07/2007
Plumbing Legend, Symbols and Fixture Schedules	P0.1	11/07/2007
Plumbing Specifications	P0.2	11/07/2007
Plumbing Specifications	P0.3	11/07/2007
Plumbing Plan - 1st Floor	P2.1	11/07/2007
Plumbing Plan - 2nd Floor	P2.2	11/07/2007
Enlarged Plumbing Floor Plan, 1st & 2nd Floor	P2.3	11/07/2007
Plumbing Riser Diagrams	P3.1	11/07/2007
Symbols and Schedules	E0.0	11/07/2007
Site Lighting Plan	E1.0	11/07/2007
Photometric Site Plan	E1.1	11/07/2007
Partial 1st Floor Lighting Plan	E2.0	11/07/2007
Partial 1st Floor Lighting Plan	E2.1	11/07/2007
Partial 1st Floor Lighting Plan	E2.2	11/07/2007
Partial 2nd Floor Lighting Plan	E3.0	11/07/2007
Partial 2nd Floor Lighting Plan	E3.1	11/07/2007
Partial 2nd Floor Lighting Plan	E3.2	11/07/2007
Partial 1st Floor Power Plan	E4.0	11/07/2007
Partial 1st Floor Power Plan	E4.1	11/07/2007
Partial 1st Floor Power Plan	E4.2	11/07/2007
Enlarged 1st/2nd Floor Power Plans	E4.3	11/07/2007
Partial 2nd Floor Power Plan	E5.0	11/07/2007
Partial 2nd Floor Power Plan	E5.1	11/07/2007
Partial 2nd Floor Power Plan	E5.2	11/07/2007
Partial Roof HVAC/SS Plan	E6.0	11/07/2007
Partial Roof HVAC/SS Plan	E6.1	11/07/2007
Partial Roof HVAC/SS Plan	E6.2	11/07/2007
Single Line Diagram	E7.0	11/07/2007
Details and Calculations	E7.1	11/07/2007
Panelboard Schedules	E8.0	11/07/2007
Panelboard Schedules	E8.1	11/07/2007
Panelboard Schedules	E8.2	11/07/2007
Final Clean Specifications - Pima Center I - Building E	01503	01/11/2008
Earthwork Specifications - Pima Center I - Building E	02200	12/06/2007
Termite Protection Specifications - Pima Center I - Building E	02280	11/19/2007
Asphalt Paving Specifications - Pima Center I - Building E	02510	12/06/2007

Site Concrete Specifications - Pima Center I - Building E	02520	12/06/2007
Site Utilities Specifications - Pima Center I - Building E	02600	11/07/2007
Drywell Specifications - Pima Center I - Building E	02720	11/13/2007
Landscaping and Irrigation Specifications - Pima Center I - Building E	02900	01/15/2008
Cast-In-Place Concrete System Specifications - Pima Center I - Building E	03300	11/14/2007
Concrete Unit Masonry Specifications - Pima Center I - Building E	04200	10/31/2007
Structural Steel Framing and Decks Specifications - Pima Center I - Building E	05100	09/20/2007
Cold-Form Metal Framing Specifications - Pima Center I - Building E	05400	02/04/2008
Metal Fabrications Specifications - Pima Center I - Building E	05500	09/20/2007
Glass & Stainless Steel Guardrails Specifications - Pima Center I - Building E	05720	01/11/2008
Water Repellants Specifications - Pima Center I - Building E	07100	01/11/2008
Building Insulation Specifications - Pima Center I - Building E	07200	12/07/2007
Built Up Roofing Specifications - Pima Center I - Building E	07510	12/18/2007
Caulking and Sealants Specifications - Pima Center I - Building E	07900	12/19/2007
Hollow Metal Doors and Frames Specifications - Pima Center I - Building E	08100	01/15/2008
Wood Doors Specifications - Pima Center I - Building E	08200	01/15/2008
Aluminum Framing and Glazing Systems Specifications - Pima Center I - Building E	08400	01/15/2008
Door Hardware Specifications - Pima Center I - Building E	08700	08/30/2007
Gypsum Board Assemblies Specifications - Pima Center I - Building E	09250	02/04/2008
Acoustical Ceilings Specifications - Pima Center I - Building E	09510	01/11/2008
Stone Countertops Specifications - Pima Center I - Building E	09630	01/11/2008
Painting Specifications - Pima Center I - Building E	09900	02/04/2008
Wall Coverings Specifications - Pima Center I - Building E	09950	02/04/2008
Horizontal Louver Blinds Specification - Pima Center I - Building E	12491	01/11/2008
Hydraulic Elevators Specifications - Pima Center I - Building E	14240	01/10/2008
Pima Center I - Building E Division 15 - Mechanical	15000	08/30/2007
Pima Center I - Building E Division 16 - Electrical	16000	07/03/2007
Electronic Security Systems Specifications - Pima Center I - Building E	16720	12/17/2007

Field Bulletins

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

Supplemental Design Documents

Description	Date
Report on Geotechnical Investigation on Pima Center I, submitted by Speedie and Associates, Project Number 0411635A	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.

RA

Modifications and Clarifications

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

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

This Subcontract excludes the following:

- Performance and Payment Bond
- General Building Permit
- Sales Tax

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

N/A

Schedule Notes

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

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10510.00	Pima Center 1 Building E	Base Bid - Horizontal Louver Blinds	\$20,500.00
Total			\$ 20,500.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Window Blinds - Subcontract	10510.00-G10-12200.00-S	\$20,500.00
Total		\$20,500.00

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
Blinds (includes skill, labor, material, equipment)	\$1.79	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

N/A

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

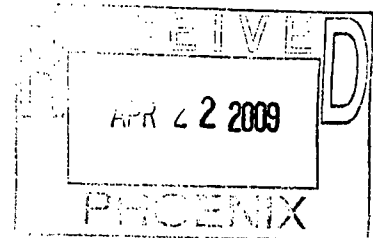
Alternates Notes

END OF RIDER A

AVG
CAZ



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER



Change Order Date: 04/07/2009

Change Order #: 2

To Subcontract Agreement dated: 02/05/2008

Horizontal Louver Blinds

CON-10510.00-32

12491

TO: Blinds & Beyond by Wikler, Inc
24795 N. 119th Place
Scottsdale, AZ 85255

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide four hours of labor to re-hang mini-blinds disturbed by Final Clean Subcontractor as referenced in Subcontractor's Change Order Request dated April 6, 2009.	\$260.00
2	Subcontractor shall provide all labor, material, skill and equipment necessary or required to replace two missing mini-blinds removed by unidentified parties as referenced in Subcontractor's Change Order Request dated April 6, 2009.	\$132.00
		\$392.00

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
10510.00-G10-12200.00-S	\$20,500.00	\$392.00	\$20,892.00
	\$20,500.00	\$392.00	\$20,892.00
Original Contract Amount.....			\$20,500.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$392.00
Contract Amount to Date.....			\$20,892.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Blinds & Beyond by Wikler, Inc

OPUS West Construction Corporation

Louis Wikler 4/19/09
Printed Name Date

Vincent Genetti 4/22/09
Printed Name Date

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

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

BLINDSPMACTRBLDGE-11-1-1--
fraustoj

WHEN RECORDED PLEASE RETURN TO:
VAN RYLIN ASSOCIATES, INC.
P.O. BOX 36953
TUCSON AZ 85740-6953

BLINDS & BEYOND BY WIKLER INC.) NOTICE AND CLAIM OF
CLAIMANT,) MATERIALMAN'S AND MECHANIC'S
VS) LIEN
OPUS WEST CONSTRUCTION CORP.) A.R.S.§33-993 (A)
ORIGINAL CONTRACTOR,)
AND)
SALT RIVER PIMA-MARICOPA INDIAN)
COMMUNITY;)
LAND OWNER AND MASTER LESSOR,)
AND)
MS PFA 12 LLC AND MS PFA 11 LLC)
MS PFA 14 LLC AND MS PFA 13 LLC)
LAND LESSEE AND SUB LESSOR)
AND)
PIMA FREEWAY COMMERCE CENTER)
III LLC ; PIMA CENTER 101 INC/LLC)
SUB LESSEE AND SUB LESSOR)
AND)
MAIN SPRING CAPITAL GROUP)
MAINSRING PIMA CENTER I LLC)
PIMA FREEWAY COMMERCE CENTER III)
LLC)
DEVELOPER)
-----)

CUSTOMER COPY
PLEASE DO NOT RETURN

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

JANET SUMMERS, being first duly sworn upon my oath depose and say that:

1. That I am the Limited Agent for Blinds & Beyond by Wikler, Inc. 24795 North 119th Place, Scottsdale, AZ 95225 hereinafter referred to as "Claimant". That Louis Wikler, President of Blinds & Beyond by Wikler, Inc. has knowledge of and has provided the facts as contained herein. Based on that information and to the best of my knowledge and belief I make this affidavit for and on behalf of said Company/Corporation.

2. That claimant is duly and appropriately licensed by the State of Arizona, Registrar of Contractors and as such has furnished and installed blinds and related window coverings, related labor & materials sufficient to fulfill the scope of the contract agreement as attached to those common areas, rights of way, easements, lots, blocks and the structures on the improvement of the real property and leasehold interests as described as follows:

PIMA CENTER 1 BUILDING E
9180 EAST VIA DE VENTURA
SCOTTSDALE, MARICOPA COUNTY, STATE OF ARIZONA.

LEGALLY DESCRIBED AS A PORTION OF SECTION 31
TOWNSHIP 3 NORTH RANGE 5 EAST
MORE PARTICULARLY DESCRIBED IN DOC 2008 0777558
RECORDS OF MARICOPA COUNTY, STATE OF ARIZONA.

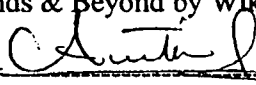
3. That the names of the Owners of the hereinabove described real property and the improvements thereon are Salt River Pima-Maricopa Indian Community as land owner and lessor; MS PFA 11 and 12 LLC, Pima Freeway Commerce Center LLC; Main Spring Capital Group, 8925 East Pima Center Parkway Suite 200, Scottsdale, AZ 85258; PC 101 LLC c/o Opus 2555 East Camelback Road Suite 800, Phoenix, AZ 85016 9267.
4. That Claimant furnished said Materials pursuant to an agreement with Opus West Construction Corporation, 2555 East Camelback Road Suite 800, Phoenix, AZ 85016-9267, the reputed owner and original contractor on the above described project of improvement at the time of construction, a copy of which is attached hereto marked Exhibit "A" and incorporated herein by this reference.
5. That Claimant furnished said Materials to the above-described project of improvement beginning March 9, 2009 and claimant believes that substantial completion occurred on April 7, 2009.
6. That said agreement provided that the herein above referenced Owner/Contractor must pay the claimant in full, in cash, to be billed in progress billings monthly and paid 45 days net. Said Owner/Contractor has failed to pay the claimant in full and applicable Arizona Law provides that payment is made within a reasonable period of time after completion of work. In any case, a reasonable period of time after completion of work by Claimant has elapsed without payment.

7. That Claimant's demand after deducting all just credits and offsets is Twenty Thousand Eight Hundred Ninety Two and NO/100 Dollars (\$20,892.00) plus Two Hundred Fifty and NO/100 Dollars (\$250.00) for collection costs which constitutes a total owing of Twenty One Thousand One Hundred Forty Two and NO/100 Dollars (\$21,142.00) plus 18% interest from the time of claimants completion until paid, which constitutes the reasonable value of the Materials and Labor furnished by Claimant for which Claimant has not been compensated, plus reasonable attorneys' fees and all future costs incurred in the collection of the hereinabove described debt.
8. That Claimant believes that not more than One Hundred Twenty (120) days has elapsed since the completion of the improvements on the hereinabove described property.
9. That the Arizona Preliminary Twenty Day Notice as prescribed in Arizona Revised Statutes 33-992.01 was served, a copy of which is attached hereto marked Exhibit "B" and incorporated herein by this reference.
10. That Claimant claims a lien upon the hereinabove described real property and on the structures and improvements thereon and the benefits of the laws of the State of Arizona relating to liens of Mechanics, Materialman, Laborers and others. For the sums due under the above-described agreement and for the purpose of fixing this lien, the claimant has made this Notice and Claim of Lien and delivers the original thereof the County Recorder of Maricopa County, Arizona to be recorded as required by law and causes executed duplicate originals thereof to be served upon the Contractors, Owner and Reputed Owners if they can be found within Maricopa County, Arizona.

JANET SUMMERS, AS LIMITED AGENT FOR AND AUTHORIZED BY
BLINDS & BEYOND BY WIKLER, INC.

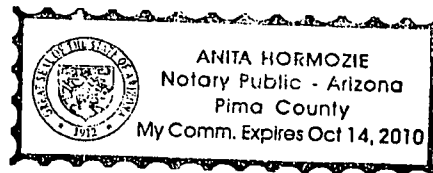
STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ACKNOWLEDGED BY AND SUBSCRIBED AND SWORN TO BEFORE ME this 21ST day of May, 2009 by Janet Summers who is known to me to be the Limited Agent for and is authorized by Blinds & Beyond by Wikler, Inc.

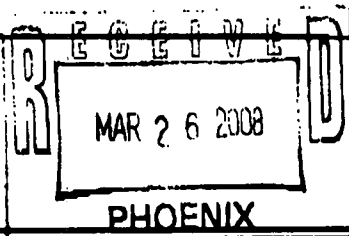


NOTARY PUBLIC-

MY COMMISSION EXPIRES: 10/14, 2010



27
AUG



Pima Center I - Building E / 10510.00
12491 /Horizontal Louver Blinds
Blinds & Beyond by Wikler, Inc / Louis Wikler
Contact Phone # 480-515-4606
Contact Fax # 480-515-4659
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 05th day of February, 2008, by and between Opus West Construction Corporation ("Contractor"), with its office located at 2555 East Camelback Road - Suite 600, Phoenix, AZ 85016, and Blinds & Beyond by Wikler, Inc ("Subcontractor") with its office located at 24795 N. 119th Place, Scottsdale, AZ 85255.

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 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.
- Owner.** The Owner of the Project is Pima Center 101, L.L.C. ("Owner").
- Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect of Record:	Butler Design Group, Inc.
Civil Engineer:	Brickson & Meeks Engineering, LLC
Interior Designer:	McCarthy Nordburg, Ltd.
Landscape Architect:	Laskin & Associates, Inc.
Structural 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 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".
- Subcontract Sum.** Contractor shall pay Subcontractor the sum of \$ 20,500.00 ("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:
 - Rider A (Scope of Work)
 - Rider B (Indemnification)
 - Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager:

[Signature]
Kym Holice

CONTRACTOR
OPUS West Construction Corporation

By:

[Signature]
Jarvis Clodwin
(Print Name)
Senior Director of Construction
(Title)
2-27-08
(Date)

SUBCONTRACTOR
Blinds & Beyond by Wikler, Inc

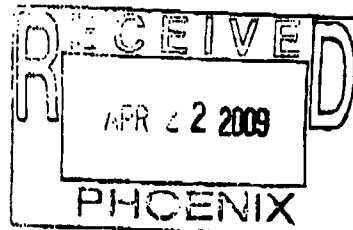
By:

[Signature]
Louis Wikler
(Print Name)
President
(Title)
3/22/08
(Date)

AVG
CAZ



**OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER**



Change Order Date: 04/07/2009

Change Order #: 2

To Subcontract Agreement dated: 02/05/2008

Horizontal Louver Blinds

CON-10510.00-32

12491

TO: Blinds & Beyond by Wikler, Inc
24795 N. 119th Place
Scottsdale, AZ 85255

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

CHANGE DETAILS

Item	Description	Amount
1	Subcontractor shall provide four hours of labor to re-hang mini-blinds disturbed by Final Clean Subcontractor as referenced in Subcontractor's Change Order Request dated April 6, 2009.	\$260.00
2	Subcontractor shall provide all labor, material, skill and equipment necessary or required to replace two missing mini-blinds removed by unidentified parties as referenced in Subcontractor's Change Order Request dated April 6, 2009.	\$132.00
		\$392.00

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
10510.00-G10-12200.00-S	\$20,500.00	\$392.00	\$20,892.00
	\$20,500.00	\$392.00	\$20,892.00

Original Contract Amount.....	\$20,500.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$392.00
Contract Amount to Date.....	\$20,892.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Blinds & Beyond by Wikler, Inc

OPUS West Construction Corporation

[Signature]

[Signature]

Louis Wikler 4/19/09
Printed Name Date

Vincent Genetti 4/22/09
Printed Name Date

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

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

RH

Pima Center I - Building E / 10510.00
Horizontal Louver Blinds

RIDER A

This Rider A is attached to and made a part of the Subcontract between Opus West Construction Corporation and Blinds & Beyond by Wilker, Inc dated 02/03/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

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

Drawings and Specifications

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

Plma Center I - Building E / 10510.00
Horizontal Louver Blinds

RIDER B

This Rider B is attached to and made a part of the Subcontract between Opus West Construction Corporation and Blinds & Beyond by Wilker, Inc dated 02/05/2009. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

Section 1. Licensing.

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

RH

(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

**PROOF OF SERVICE
ARIZONA TWENTY DAY PRELIMINARY NOTICE**

JANET SUMMERS BEING FIRST DULY SWORN UPON HER OATH DEPOSES AND SAYS:

THAT She is the President of Van Rylin Associates, Inc. who are acting in their capacity As Limited Agents for Blinds & Beyond by Wikler, Inc. 24795 North 119th Place, Scottsdale, AZ 85225.

That the Arizona Twenty Day Preliminary Notice was served as Prescribed in A.R.S 33-992.01 - 33-992.02 and Title 34 (The Little Miller Act) on March 25, 2009 on all the parties as listed below for the project located at:

KNOWN AS: Building E at Pima Center I at 9180 East Via De Ventura, Scottsdale, AZ.

That the Twenty-Day Preliminary Notice was served by First Class Mail Certifications at Prescribed in the Mailing requirements as described in A.R.S. 33-992.02-33-992.03 on the following persons on the above referenced date.

OWNER:

Pima Center 101 LLC c/o 2555 East Camelback Suite 800, Phoenix, AZ 85018 9267

ORIGINAL CONTRACTOR:

Opus West Construction Corporation, 2555 East Camelback Road Suit e800, Phoenix, AZ 85016 9267.

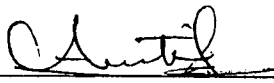
Janet Summers, acting as Limited Agent for
Blinds & Beyond by Wikler, Inc.

STATE OF ARIZONA)

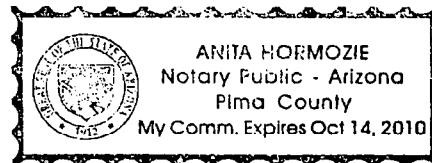
)SS

COUNTY OF PIMA)

THIS Instrument was subscribed and sworn to before me this 21st day of May, 2009 by Janet Summers acting in her capacity as Limited Agents for Blinds & Beyond by Wikler Inc.



Notary Public
My Commission Expires on: 10, 14, 2010



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

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
BLINDS & BEYOND BY WIKLER INC

NOTICE # 642105

24795 N 118TH PLACE
SCOTTSDALE AZ 85255

AH

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

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:

Job #: 10510.00

BLINDS AND INSTALLATION

ORIGINAL CONTRACTOR
OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK RD STE 800
PHOENIX AZ 85016-9267

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:
\$20,500.00 (=) \$20,500.00 Total

OWNER OR REPUTED OWNER
PIMA CENTER 101 LLC
2555 E CAMELBACK RD STE 800
PHOENIX AZ 85016-9267

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: 3/25/2009

BY:

LIMITED AGENT FOR: BLINDS & BEYOND BY WIKLER INC



NOTICE # 642105

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 acknowledgement 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 642105

642105 (AH)

BLINDS & BEYOND BY WIKLER INC
24795 N 119TH PLACE
SCOTTSDALE AZ 85255

ORIGINAL CONTRACTOR
OPUS WEST CONSTRUCTION CORPORATION
2555 E CAMELBACK RD STE 800
PHOENIX AZ 85016-9267

OWNER OR REPUTED OWNER
PIMA CENTER 101 LLC
2555 E CAMELBACK RD STE 800
PHOENIX AZ 85016-9267

CONSTRUCTION LENDER
BANK OF AMERICA
201 E WASHINGTON ST FL 22
PHOENIX AZ 85004-2313

