EXHIBIT “4”
THIS AGREEMENT is entered into this 13th day of SEPTEMBER, 2000 between WESTERN NATIONAL CONSTRUCTION, a California Corporation, License No. 721295, with its principal office at 8 Executive Circle, Irvine, CA 92614, (949) 862-6252, (hereinafter designated as "Contractor") and SUMMIT WINDOW & PATIO DOOR, Contractor's License No. 703213, City Business License # 4547 FRONTEIR WAY, STOCKTON, CA 95215, hereinafter designated as "Subcontractor".

RECATS

A. Western National Construction ("Contractor") has contracted with Cilker Apartments LLC, ("Owner") to develop an apartment project (the "Project") upon real property of "Owner" (the "Property") described as:

ONE PEARL PLACE
5210 TERNER WAY
SAN JOSE, CA

This development and subdivision is to be in strict accordance with plans, specifications, lists of materials, sections, details, profiles, grading plans, deed restrictions, utility layouts and various other provisions set forth in various interrelated documents; all these documents are on file and available during business hours for inspection and reference at Contractor's principal office. Such documents are herein designated as "Contract Documents" and are incorporated herein by this reference. These Contract Documents are intended to supplement each other, and work described in one document but not in another shall nonetheless be executed as if such were contained in all documents. It is essential that the Subcontractor proceed in exact conformity with the applicable portions of the Contract Documents.

The Subcontractor has made an independent investigation of the job site, the soil conditions affecting the job site, and other conditions which might affect the progress of the work, and has satisfied itself as to these conditions. The contract price includes payment of all work which may be done by the Subcontractor in order to overcome unanticipated underground conditions. Any information which may have been furnished to the Subcontractor by the Contractor about job conditions is for the convenience of Subcontractor only, and Contractor does not warrant that the conditions are as so indicated. Subcontractor agrees to perform in good and workmanlike manner, and to furnish materials required for execution of the Work. Subcontractor shall be obligated to perform the Work in strict compliance with the Contract Documents and all applicable laws, ordinances, regulations and requirements.

B. Contractor desires to engage Subcontractor to perform certain work in connection with the Project.

IT IS MUTUALLY AGREED between the parties as follows:

1. DOCUMENTS. The "Contract Documents" are listed in Exhibit "A", and describe the work to be performed by the Subcontractor under this Agreement (the "Work"). Subcontractor acknowledges that it has examined and studied the Contract Documents and fully understands the character of the Work to be performed by it under the Contract Documents.

2. SUBCONTRACTOR'S INVESTIGATION. The Subcontractor acknowledges that it has made an independent investigation of the Job Site, and of all conditions which might affect the progress of the Work, and has satisfied itself as to these conditions. The Contract Price as set forth in Exhibit "B" includes payment for all Work which may be performed by the Subcontractor and is subject to all such conditions. Any information which may have been furnished to Subcontractor by Contractor about job conditions is for the convenience of Subcontractor only, and Contractor does not warrant that the conditions are as so indicated. Subcontractor agrees to perform in good and workmanlike manner, and to furnish all labor, materials (all materials shall be new unless otherwise specified by Contractor) supplies, equipment, and other facilities required for execution of the Work. Subcontractor shall be obligated to perform the Work in strict compliance with the Contract Documents and all applicable laws, ordinances, regulations and requirements.

3. COMMENCEMENT. Unless otherwise specified in Exhibit "A", Contractor shall give Subcontractor three (3) days advance notice of the date upon which the Subcontractor is to commence the performance of the Work.

4. CONTRACT PRICE. For the strict performance (and not merely substantial performance) by Subcontractor of all of its obligations under the Contract Documents, Contractor shall pay to Subcontractor the "Contract Price" set forth in the Exhibit "B" attached hereto. The Contract Price is intended to include all costs and all increases in costs, foreseen or unforeseen, including, without limitation, taxes, labor, material, and transportation costs, all of which are to be borne solely by the Subcontractor. All loss or damage arising from any Work performed under this Agreement through unforeseen or unusual obstructions, difficulties or delays which may be encountered in the prosecution of same, or through the action of the elements, shall be borne by Subcontractor.

5. PAYMENTS TO SUBCONTRACTOR. So long as Subcontractor is not in default under this Agreement, payments will be made for Work completed as set forth below.

(a) Contractor agrees to make progress payments to the Subcontractor for Work completed, based upon the applicable pro rata portion of the Contract Price, less applicable retention (as set forth in the Exhibits "A" and "B" attached hereto), which payments shall be made in accordance with the Payment Processing Procedure set forth in the Exhibits "A" and "B". Final payment shall be made at such time as is specified in the Exhibits "A" and "B", or, if no such time is specified, thirty-five (35) days after recordation of notice of completion on the Project, so long as all grounds for withholding payments, enumerated under subparagraph (c) below, have been satisfied, and satisfactory proof that all claims, including taxes, growing out of the Work (and any liens related thereto) have been released. As used herein, the term "Project" includes the total construction of the apartment site, of which the Work performed under this Agreement is a part.

(b) The Subcontractor shall prepare and present to the Contractor, for its approval, an invoice in a form and in detail acceptable to Contractor, showing the amount due. Each such invoice shall be in conformance with the requirements set forth in the Exhibit "B" attached hereto, and shall contain the following: (i) a statement of the current Contract Price including approved Change Orders; (ii) the percentage of completion of the Work; (iii) the applicable retention; and (iv) the net amount due for the current period.

Contractor is not required to make any payment to Subcontractor unless Subcontractor shall previously have provided: (i) the Certificate of Insurance required under this Agreement; (ii) releases for the previous payment, executed by all persons who may have mechanic's lien, stop notice or labor and material bond rights against the project and arising out of
WESTERN NATIONAL CONSTRUCTION

EXHIBIT A

STATEMENT OF WORK

A. GENERAL TERMS AND CONDITIONS

Subcontractor shall furnish and provide all labor, material and equipment necessary to complete installation of the ___VINYL WINDOWS___ work on this project, said work including, but not limited to, provisions of the subject specifications as complemented and/or altered by the subject drawings. The following is designed to indicate in a general way the scope of work and is subject to qualifications and additions set out elsewhere in this Subcontract. All work shall be in accordance with building codes, all applicable governing bodies, rules and regulations, and to the complete satisfaction of Contractor.

Subcontractor shall call in all his inspections and obtain approval of same. Subcontractor shall unconditionally guarantee all his work for one year from date of occupancy. This guarantee shall include all materials and labor. In the event Contractor is unable to proceed with project, it is agreed that this contract can be cancelled by Contractor without recourse by Subcontractor.

In the event that Subcontractor is requested to perform services or furnish material over and above his subcontract provisions, and expects to be reimbursed for same, he must first obtain written approval from Contractor’s Purchasing Department for this project. Written approval shall be in the form of an WESTERN NATIONAL CONSTRUCTION “Authorization for Extra Work” or “Addendum to Subcontract Agreement” document. This requirement shall be in addition to any and all other instructions, verbal or written, that Subcontractor may receive from Contractor’s field representatives, or any other source.

All additional work performed or material supplied prior to or without the written approval of the Purchasing Department shall be considered done at no charge to Contractor.

Subcontractor shall be responsible for providing a safe work place and for compliance with standards and regulations of the Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety (CDIS). Subcontractor is to take special note of the OSHA requirement under code 1592(a) which states: SIGNALMAN MUST BE USED TO DIRECT BACKING OPERATION WHERE THE HIGH AMBIENT NOISE OBSCURES A TRUCK’S BACKUP ALARM.

Subcontractor shall be responsible for erosion protection of his work during construction.

All cut and fill slopes within the development shall be protected. Any damage to these slopes, banks, or swales shall be paid for by the Subcontractor. Subcontractor or his agent shall not drive over, walk over, scar, deface or cause damage to said slopes, banks, or swales in any manner whatsoever. If damage should occur it will be the responsibility of the Subcontractor or his agent to repair damaged land and shall be held fully responsible for all costs incurred.

It is understood and agreed that Contractor is relying on the special expertise, skill and knowledge of Subcontractor in the performance of their work herein specified. In addition, such reliance by contractor extends without limitation to Subcontractor’s evaluation and performance of contractual responsibilities, as per the scope of work included herein, and the following:

a. The Contract Documents;
b. The job site, including without limitation the soil and underground conditions and all other conditions which might affect the progress of the work contracted for under the Agreement or described in the Contract Documents;
c. The plans and specifications;
d. Statutes, ordinances and governmental rules, regulations and other requirements applicable to the work contracted for under this subcontract.
e. Rules, regulations, plans, specifications and other requirements of entities whose regulations or specifications are adopted or used by Contractor.

It is hereby acknowledged and agreed that the amount paid to Subcontractor by Contractor under this subcontract is partially in return for Subcontractor’s evaluation of the above items. Subcontractor has notified Contractor in writing of the manner, if any, in which the Contract Documents and the plans and specifications provided by Contractor are not sufficient to permit the work contracted for or to be accomplished in an efficient and workmanlike manner in full compliance with governmental agencies having jurisdiction thereof. In the event that such documents, plans and specifications are deficient in any manner other than as so communicated to Contractor, any work required to correct such deficiency shall be performed by Subcontractor at its sole cost and expense according to the terms of this Subcontract, without limitation thereof.

Without limiting the generality of the foregoing, in the event that work performed by Subcontractor is preliminarily or conditionally accepted and such work is subsequently found to be deficient by any governmental agency having jurisdiction thereof, and corrective action is necessary; Subcontractor shall perform corrective measures at his sole cost and expense.

No alcoholic beverages or drugs of any kind are to be consumed by Subcontractor’s employees before, during or after working hours while on the jobsite; no pets or animals of any kind are allowed on the jobsite; no children, family members or any other unauthorized persons are allowed on the jobsite. Subcontractor agrees to impose and strictly enforce a regulation to this effect and to inform its employees that such regulation will be strictly enforced. Any employee found to have violated said regulation is to be immediately replaced upon request. Any breach of this provision will be grounds for immediate termination of this Subcontract Agreement by WESTERN NATIONAL CONSTRUCTION.

INITIALS: Contractor [Signature] Subcontractor [Signature]

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WNC 066377
Contractor's Architect is McLaran Vasquez & Partners, hereafter called "Architect".

Contractor’s Civil Engineer is Sandis, Humber, Jones, hereafter called "Civil Engineer".

Contractor’s Structural Engineer is Group M Engineers, hereafter called "Structural Engineer".

Contractor’s Soils Engineer is Terratech, Inc., hereafter called "Soils Engineer".

Contractor’s Landscape Architect is Cottong & Tamiguchi, hereafter called "Landscape Architect".

Per Grading Plans prepared by Sandis Humber Jones, sheets G1-G6 of 6, dated September 1, 1999.

Per Soils Reports by Terratech, Inc., dated April 6, 1999.

Per Architectural Plans prepared by McLaran, Vasquez & Partners, Inc., pages: GEN-1.0 thru GEN-2.0, SP-1 thru SP-2, AA1-1.1 thru AA4-3.2, AB1-1.0 thru AB1-7.3, AB2-1.1 thru AB2-2.5, AB3-1.1 thru AB3-1.4, AB4-1.1 thru AB4-4.4, A5-2.1, A6-1.1 thru A6-4.4, A7-1.1 thru A7-3.3 thru Delta 4 dated 5/24/00.

Per Structural Plans prepared by Group M Engineers pages: SD-1.1 thru SD-2.5, SA-1 thru SA-4, SB-1 thru SB-24, SF-1 thru SF-3, SR-1 thru SR-2, dated 5/19/00.

Per Mechanical Plans prepared by LDI Mechanical, Inc., pages: M-1 thru M-7, EN-1, MR-1 thru MR-2, ENR-1 dated 6/7/00.

Per Electrical Plans prepared by Amelect, Inc., pages: E1.0 thru E2.0, EA3.1 thru EA4.2, EB2.0 thru EB4.3 (not dated).

Per Plumbing Plans prepared by Parks Mechanical Construction Corp. pages: P0.0 thru P7.0, P7.0-A, P7.1 thru P9.2 dated 6/7/00.

The subcontractor will also comply with the latest requirements of local, City, County, State, Federal and all other agencies having jurisdiction over the work performed at the project specified in this contract.

SCOPE OF WORK

WINDOWS: (8600 Series)

1. All windows to be as indicated on plans, shipped empty, delivered building-to-building except certain windows preglazed which are to be placed at nearest location to final installation. All windows to be VINYL dual-glazed. Frame paint color will be white.

2. All windows to be delivered to jobsite when scheduled by Superintendent. Windows to be installed by others.

3. All screens to be delivered after buildings have been finished and windows cleaned. All window adjustments for a complete and operating window system shall be made at the time of screen installation.

4. Rough opening sizes are "call out" for all windows.

5. Screens shall be of rewirable type and easily removable from the inside.

6. Screens shall be fitted to all vented openings.

7. Hardware shall be adjusted for ease and smoothness of operation.

8. All glazing beads shall be tightly fitted around glass and at the corners.

9. Weatherstripping shall be set in continuous lengths so that complete weathering contact is maintained around the vented openings.

10. Frames shall be delivered with protection cover on all securely fixed in-place.

11. All vents shall be set plumb and level and shall retain proper weathering contact with frame, provided that rough openings are prepared plumb and level.

12. Subcontractor guarantees all windows to be as per sample approved by Contractor, and further guarantees that sliding vents will operate smoothly, will lock securely and tightly and if necessary, Subcontractor will make final adjustments to windows to Contractor's complete satisfaction.

INITIALS: Contractor ________________________ Subcontractor ________________________

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13. All vent designations on window and sliding glass door schedule are for type only; actual placement of vents must correspond with details submitted.

14. All windows will be glazed in accordance with standard window glass.

15. Subcontractor shall supply Contractor, in writing, sufficient copies of rough-in sizes for all openings.

16. Firelight windows to be furnished and installed by others.

SLIDING GLASS DOORS: (8600 Series)

Subcontractor shall furnish and deliver all VINYL sliding glass doors, install all sliding vents and screens, said work including but not limited to, provisions of the subject specifications as complimented and/or altered by the subject drawings.

1. All VINYL frames to be shipped empty, delivered building-to-building and installed as per plans by this Subcontractor. Frame to be painted as per selection.

2. All vents and fixed glass to be installed by this Subcontractor after building is drywalled, or when scheduled by Superintendent. Glazing to be with tempered glass.

3. All screens to be delivered and installed after buildings have been finished and windows cleaned.

4. Rough opening sizes shall be “call out” for all sliding glass doors.

5. Frames are to fit tight on locking side and no space over 3/4" on jamb side.

6. Screens shall be of rewireable type and easily removable.

7. Hardware shall be adjusted for ease and smoothness of operation.

8. Weatherstripping shall be set in continuous lengths so that complete weathering contact is maintained around the vented openings.

9. Screens shall be fitted to all vented openings.

10. Cover sill openings by using vinyl sill covers securely fitted to sill.

11. All vents shall be set plumb and level and shall retain proper weathering contact with frame.

12. All vent designations on windows and sliding glass door schedule are for type only; actual placement of vents must correspond with details submitted.

13. Subcontractor guarantees all sliding glass doors to be as per sample approved Contractor, and further guarantees that sliding vents will operate smoothly, will lock securely and tightly, and if necessary, Subcontractor will make final adjustments to sliding glass doors to Contractor’s complete satisfaction.

14. Subcontractor shall supply Contractor, in writing, sufficient copies of rough-in sizes for all openings.

15. Window and sliding glass door head, sill and jamb protection shall be as follows:
   a) Window and patio door sills only shall be protected by vinyl sill covers.
   b) To prevent alkaline deterioration, underside of patio door sills and sill covers to have polyethylene tape applied at the factory, or the job site and set in mastic to prevent direct contact with concrete or plaster. This does not apply to wood areas.
   c) All glass to conform to Chapter 54, U.B.C., or required glazing code as well as glass required per energy, sound, security codes and safety commission.

Upon completion of each delivery, the Subcontractor will give to the Contractor’s field representative, at the time of delivery, copies of the delivery tickets. Said tickets shall clearly note project, tract, unit, lot plan, elevation, quantity and size of units shipped. All backordered items and any other such discrepancies shall also be noted. All applicable taxes included.
CONTRACT NO. 05-570-3123

WESTERN NATIONAL CONSTRUCTION

EXHIBIT A
STATEMENT OF WORK

WINDOW AND SLIDING GLASS SCHEDULE:

All windows and sliding glass doors and fixed glass to be sized to window and door schedule including size and number of vents.

General: All window sash and sliding door frame literature must all have a City of San Jose "Security code approval" regarding Chapter 10. Uniform security code is applicable. All glazing is to comply with Title 24 Energy Requirements, as shown on the plans.

My signature below acknowledges that I have read and understand the above requirements.

SUBCONTRACTOR:

SUMMIT WINDOW & PATIO DOOR

By: ____________________________

By: ____________________________

Date: __________/____/____

CONTRACTOR:

WESTERN NATIONAL CONSTRUCTION

By: ____________________________

By: Jim Egger, Director of Construction

Date: ____________________________

INITIALS: Contractor ____________________________ Subcontractor ____________________________

Cost Code: 05-570-3123
### A. VINYL WINDOWS

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**TOTAL CONTRACT AMOUNT** $171,214.00

My signature below acknowledges that I have read and understand the above requirements.

SUBCONTRACTOR:

**SUMMIT WINDOW & PATIO DOOR**

By: [Signature]

By: [Signature]

Date: 2/21/00

CONTRACTOR:

**WESTERN NATIONAL CONSTRUCTION**

By: [Signature]

By: Jim Eamer, Director of Construction

Date: 12/30/00

INITIALS: Contractor [Signature] Subcontractor [Signature]

Cost Code: 05-570-3123

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## PAYMENT SCHEDULE

**TRADE:** Vinyl Windows  
**COST CODE:** 3123  
**PROJECT:** One Pearl Place  
**TRACT:** Ohlone-Chenoweth

### CONTRACT # 05-579-3123

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**GRAND TOTAL:** 171,214.00

### DRAW SCHEDULE PER BUILDING:

1. 85% Upon delivery of windows & installation of sliding doors.
2. 5% Upon completion of screen installation.
3. 10% RET. due 35 days after completion and acceptance of work.

**CONTRACT TOTAL:** 171,214.00

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**SUBCONTRACTOR:** Summit Window & Patio Door  
**By:**  
**By:**  
**Date:** 2/17/00

**CONTRACTOR:** Western National Construction  
**By:** Jim Ezner, Director of Construction  
**By:**  
**Date:**  
**INITIALS:** Contractor: Subcontractor: