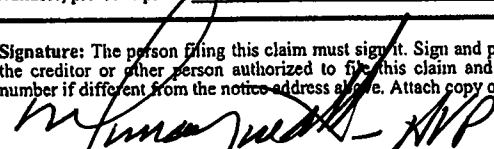


UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	Case Number: <div style="font-size: 1.2em;">09-34360</div>	
<small>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.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Michels Corporation PO Box 128 Brownsville, WI 53006-0128	<input 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: Michels Corporation Attention: Murray Luedtke PO Box 128 Brownsville, WI 53006-0128 Telephone number: 920-924-4305 Email Address: mluedtke@michels.us	<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>6,721.00</u> <small>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.</small> <small>If all or part of your claim is entitled to priority, complete item 5.</small> <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.	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). <small>If any portion of your claim falls in one of the following categories, check the box and state the amount.</small> 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: <div style="text-align: center;">\$</div>	
2. Basis for Claim: <u>Services Performed per contract dated 10/19/07</u> <small>(See instruction #2 on reverse side.)</small>		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: <u>Michels Communications</u> <small>(See instruction #3a on reverse side).</small> <u>a division of Michels Corp.</u>		
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 checked="" type="checkbox"/> Other Value of Property: \$ _____ Annual Interest Rate: % _____ Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: <u>Mechanics' Lien</u> 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. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <div style="font-size: 1.2em;">8/5/09</div>	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. <div style="font-size: 1.5em; text-align: center;">  </div>	
FOR COURT USE ONLY		

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 (GCG) (12/08)

Murray Luedtke - Assistant Vice President

RECEIVED

AUG 21 2009

BMC GROUP



INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

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

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

Court, Name of Debtor, and Case Number:

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

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

4. Secured Claim:

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

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

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

6. Credits:

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

7. Documents:

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

Date and Signature:

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

DEFINITIONS

Debtor

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

Creditor

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

Claim

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

Proof of Claim

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

Secured Claim Under 11 U.S.C. §506(a)

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

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

Unsecured Claim

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

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

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

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

Evidence of Perfection

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

INFORMATION

Acknowledgment of Filing of Claim

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

Offers to Purchase a Claim

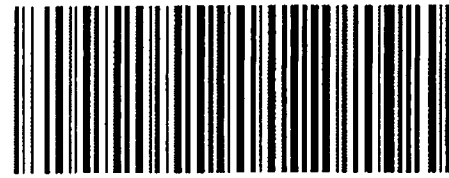
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation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

NOTICE:

ATTACHED IS A COMPLETE TRUE AND CORRECT
COPY OF THE MECHANIC'S LIEN THAT WAS
RECORDED WITH THE COUNTY RECORDER. THIS
LIEN WILL EXPIRE IF NO LEGAL ACTION IS TAKEN BY
YOU WITHIN SIX (6) MONTHS, YOU SHOULD CONSULT
WITH YOUR ATTORNEY REGARDING THIS.

(If you do send a complete copy to your Attorney, please
mail/fax copies of ALL pages)

Recorded at the request of:
And return to:
Michels Corporation
7630 West Carol Avenue
Peoria, AZ 85345



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2009-0711792 07/31/09 02:30 PM
8 OF 9

H0YP

**NOTICE AND CLAIM OF
MECHANIC'S, MATERIALMAN'S
OR PROFESSIONAL SERVICES LIEN**

1. EFFECTIVE DATE.

This Lien is effective as of its recordation, as reflected on the recorder's stamp above.

2. PROPERTY.

This real property sought to be charged with this Lien is the following described parcel(s) of land, and includes any and all structures and improvements located thereon, (the "Property"):

- a. **Address or Location.** (Including the City and County)
Tempe Gateway
222 South Mill Avenue
Tempe, AZ Maricopa County
- b. **Legal Description.**
APN: 132-29-982

☒ See complete legal description attached hereto as EXHIBIT A.

3. OWNER.

The owner or Reputed Owner of the Property, (Name, Address & Zip):
Tempe Gateway LLC a DE LLC
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016-9267

4. CLAIMANT.

The party on whose behalf this Lien is filed, (Name, Address Zip & Phone):
Michels Corporation
7630 West Carol Avenue
Peoria, AZ 85345
Phone: 623-878-7473

5. CONTRACT.

The Materials and Services were furnished by Claimant to the Project pursuant to a Contract with the following terms, time given and conditions, (the "Terms"):

- ☒ See complete description of the Terms, attached hereto as EXHIBIT B.
☒ A copy of the Contract, if written, is attached hereto as EXHIBIT B. (This must be done for a written contract.)

6. **AMOUNT OF CLAIM.**

After deducting all just offsets and credits, the Amount of Claim herein demanded by Claimant is as follows (which is also the reasonable value of the Materials and Services which remain unpaid): \$6,471.00 + Filing Fees \$250.00 Total: \$6,721.00

This Amount of Claim shall bear interest at 10% per annum pursuant to A.R.S. § 44-1201, and shall include fees for the cost of preparation and foreclosure of this Lien pursuant to A.R.S. §§ 33-995 E and 998B.

Mechanics' Lien

2

7. **PROJECT.**
The name or description of the Owners Project, and nature of the construction, alteration, repair, expansion addition or improvement of the buildings, other structures or improvements on the Property, (the "Project.") is:
Tempe Gateway
222 South Mill Avenue
Tempe, AZ
8. **COMPLETION DATE.**
The completion of the Project occurred on the following date:
Unknown: Last Supply Date: April 10, 2009
9. **COMMENCEMENT DATE.**
Claimant first furnished the Materials and Services to the project on or about.
October 24, 2007
10. **MATERIALS AND SERVICES.**
Claimant furnished to the Project the following types of materials and/or services, including labor, professional services,
Trenching, Conduit, Asphalt Sawing, Labor and/or Materials
11. **OWNER'S AGENT.**
The name of the person by whom Claimant was employed or to whom Claimant furnished the Materials and Services, is:
Opus West Construction Corporation
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016-9267
12. **DATE OF PRELIMINARY NOTICE.**
The preliminary twenty day notice the ("Pre-Lien"), attached to as Exhibit C, was given pursuant to A.R.S. § 33-992.01 on the following date(s):
October 31, 2007, November 6, 2008, March 31, 2009

☒ A copy of the pre-lien(s), and the proof of mailing required by A.R.S. § 33-992-02, are attached by Exhibit C.

WHEREFORE, and pursuant to A.R.S. § 33 33-992.993, Claimant claims and fixes a lien upon the property in the amount of claim provided herein by causing this Notice and Claim to be recorded with the Country Recorder of the county in which the Property is situated and a copy to be served within a reasonable time upon the Owner, if he can be found, within that county.

Signed this Date 7/22/09

Murray Luedtke
Name & Title **MURRAY LUEDTKE**
ASSISTANT VICE PRESIDENT

STATE OF ~~ARIZONA~~ WISCONSIN)
COUNTY OF ~~MARICOPA~~ Dodge) s.s.

Date of Acknowledgment

July 22 20 09

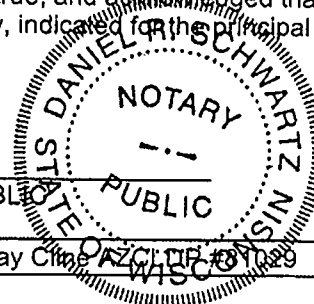
The following person(s) Murray Luedtke who is known to me, or satisfactorily proven to me, to be the person whose name is subscribed to this document, personally appeared to me as a Notary Public, and, being duly sworn upon oath, stated that he had read this document and knows of his own knowledge that the facts stated herein are true and correct, except those matters based upon information, which he believe to be true, and acknowledged that he executed this document on his own behalf, or, if subscribed in a representative capacity, indicated for the principal named.

IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL

My commission expires:

7-25-2010

NOTARY PUBLIC



Mechanics' Lien

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Accurate Lien AZCLDP #80482, Lindsay Cline

EXHIBIT A

Parcel #: 132-29-982

Subdivision Name: TEMPE GATEWAY

MCR #: 100426

Lot #: 1

Property Description: TEMPE GATEWAY MCR 1004-26

Section Township Range: 15 1N 4E

Exhibit A

LEGAL DESCRIPTION

PARCEL NO. 1:

OFFICE PLAZA 222 CONDOMINIUM PLAT ACCORDING TO BOOK 236 OF MAPS, PAGE 48, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 61, MAP OF TEMPE ACCORDING TO BOOK 2 OF MAPS, PAGE 26;

THENCE SOUTH 89 DEGREES 59 MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 61, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY OF 3RD STREET 123.43 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF MILL AVENUE PER OFFICE PLACE 222;

THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 37 SECONDS WEST ALONG SAID SOUTH LINE 211.80 FEET;

THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST CONTINUING ALONG SAID SOUTH LINE 302.97 FEET;

THENCE NORTH 44 DEGREES 56 MINUTES 38 SECONDS WEST, 21.19 FEET TO AN ANGLE POINT ON THE WEST LINE OF SAID OFFICE PLAZA 222, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY OF ASH AVENUE;

THENCE NORTH 00 DEGREES 06 MINUTES 45 SECONDS EAST ALONG SAID WEST LINE AND 650.69 FEET TO THE NORTHWEST CORNER OF SAID OFFICE PLAZA 222;

THENCE SOUTH 89 DEGREES 45 MINUTES 10 SECONDS EAST ALONG THE NORTH LINE OF SAID OFFICE PLAZA 222, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY OF 1ST STREET 318.67 FEET TO A CORNER OF SAID OFFICE PLAZA 222;

THENCE SOUTH 00 DEGREES 09 MINUTES 57 SECONDS WEST ALONG THE EAST LINE OF SAID OFFICE PLAZA 222, 329.82 FEET TO A CORNER OF SAID OFFICE PLAZA 222;

THENCE NORTH 89 DEGREES 57 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF SAID OFFICE PLAZA 222, 329.97 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY OF MILL AVENUE, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 533.50 FEET, THE CENTER OF SAID CURVE BEARS NORTH 89 DEGREES 50 MINUTES 49 SECONDS WEST;

THENCE SOUTHERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 38 DEGREES 54 MINUTES 10 SECONDS AN ARC LENGTH OF 362.24 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION OF OFFICE PLAZA 222, CONDOMINIUM PLAT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 236 OF MAPS, PAGE 48, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID OFFICE PLAZA 222, SAID CORNER LYING ON THE EASTERLY RIGHT-OF-WAY OF ASH AVENUE;

THENCE NORTH 00 DEGREES 06 MINUTES 16 SECOND EAST ALONG THE WEST LINE OF SAID OFFICE PLAZA 222, A DISTANCE OF 120.38 FEET TO A SET ½" REBAR WITH CAP #26404, BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 06 MINUTES 16 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 198.70 FEET TO A SET ½" REBAR WITH CAP #26404;

THENCE NORTH 00 DEGREES 15 MINUTES 06 SECONDS EAST CONTINUING ALONG SAID WEST LINE A DISTANCE OF 331.52 FEET TO THE NORTHWEST CORNER OF SAID OFFICE PLAZA 222, SAID CORNER BEING A SET ½" REBAR WITH CAP #26404;

THENCE SOUTH 89 DEGREES 45 MINUTES 11 SECONDS EAST ALONG THE NORTH LINE OF SAID OFFICE PLAZA 222, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY OF 1ST STREET A DISTANCE OF 317.77 FEET TO A CORNER OF SAID OFFICE PLAZA 222, LAST SAID CORNER BEING A FOUND COTTON PICKER SPINDLE;

THENCE SOUTH 00 DEGREES 09 MINUTES 42 SECONDS WEST ALONG THE EAST LINE OF SAID OFFICE PLAZA 222, A DISTANCE OF 329.73 FEET TO A CORNER OF SAID OFFICE PLAZA 222, LAST SAID CORNER BEING A FOUND COTTON PICKER SPINDLE;

THENCE SOUTH 00 DEGREES 10 MINUTES 15 SECONDS WEST A DISTANCE OF 199.32 FEET TO A SET ½" REBAR WITH CAP #26404;

THENCE NORTH 89 DEGREES 57 MINUTES 52 SECONDS WEST A DISTANCE OF 318.06 FEET TO THE TRUE POINT OF BEGINNING; AND

EXCEPT A PART OF OFFICE PLAZA 222 SUBDIVISION, AS RECORDED IN BOOK 236 OF MAPS, PAGE 48 AND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF MILL AVENUE AND 3RD STREET
(FOUND BRASS CAP IN HANDHOLE);

THENCE SOUTH 89 DEGREES 36 MINUTES 01 SECONDS WEST, ALONG THE
CENTERLINE OF SAID 3RD STREET (CONTROL LINE TO OFFICE PLAZA 222, AS
RECORDED IN BOOK 236 OF MAPS, PAGE 48, MCR), A DISTANCE OF 385.14 FEET;

THENCE SOUTH 89 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF
231.04 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 36 SECONDS WEST, A DISTANCE OF
69.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 36 MINUTES 24 SECONDS WEST, A DISTANCE OF 71.60
FEET;

THENCE NORTH 45 DEGREES 20 MINUTES 13 SECONDS WEST, A DISTANCE OF
21.19 FEET;

THENCE NORTH 00 DEGREES 16 MINUTES 51 SECONDS WEST, A DISTANCE OF 8.40
FEET TO THE POINT OF CUSP OF A CURVE WHOSE 459.50 FOOT RADIUS BEARS
NORTH 20 DEGREES 19 MINUTES 58 SECONDS EAST AND IS CONCAVE
NORTHEASTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE
OF 11 DEGREES 11 MINUTES 53 SECONDS, A DISTANCE OF 89.80 FEET TO THE
TRUE POINT OF BEGINNING.

PARCEL NO. 2:

THAT PORTION OF BLOCK 61 AND SECOND STREET (ABANDONED), MAP OF
TEMPE, ACCORDING TO BOOK 2 OF MAPS, PAGE 26, MARICOPA COUNTY,
ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 61;

THENCE SOUTH 89 DEGREES 59 MINUTES 37 SECONDS WEST ALONG THE SOUTH
LINE OF SAID BLOCK 61, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY
OF 3RD STREET 123.43 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF
MILL AVENUE PER THE PLAT OF OFFICE PLAZA 222 ACCORDING TO BOOK 236 OF
MAPS, PAGE 48, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT
HAVING A RADIUS OF 533.50 FEET, THE CENTER OF SAID CURVE BEARS NORTH 50
DEGREES 54 MINUTES 36 SECONDS WEST;

THENCE NORTHERLY ALONG SAID CURVE AND LAST SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 38 DEGREES 55 MINUTES 26 SECONDS AN ARC LENGTH OF 362.40 FEET TO THE CENTERLINE OF 2ND STREET PER SAID MAP OF TEMPE;

THENCE NORTH 89 DEGREES 58 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE 5.00 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID BLOCK 61;

THENCE SOUTH 00 DEGREES 10 MINUTES 08 SECONDS WEST ALONG SAID PROLONGATION AND SAID EAST LINE 334.84 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

MICHEL'S CORPORATION

POST OFFICE BOX 128 • BROWNSVILLE, WI 53006 • (920) 583-3132 • FAX (920) 583-3429

SEND REMITTANCE TO:
MICHEL'S CORPORATION
P.O. BOX 1719
FOND DU LAC, WI 54936-1719

INVOICE NO.: 127926

11/9/07

72326

29990

OPUS West Construction Corporation
2555 East Camelback Road #800
Phoenix, AZ 85016
ATTN: Accounts Payable

Job Name: Tempe Gateway

Project: 10154

Non-taxable sub work. Form 5005 on file.

Billing per attached detail sheets.

WORK COMPLETED THIS PERIOD	\$	99,540.00
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LESS RETAINAGE	\$	(9,954.00)
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TOTAL DUE THIS INVOICE	\$	89,586.00
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Refer questions regarding this
invoice to Dabra Rogers x2347.



OPUS

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Tempe Gateway Project Number: 10154
 Subcontractor: Michels Corporation Date of Application: 11-13-07
 Supplier #: 1056679
 Address: 7630 W. Carol Avenue Application Number: 1
Peoria, AZ 85345 Period From: 10-19-07 Period To: 11-25-07
 Phone: 623-878-7473
 Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Road, Suite 800
Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$176,640.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$176,640.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$99,540.00
 B Less Retainage 10 % \$9,954.00
 C Total Earned less Retainage (A - B) \$ 89,586.00
 D Less Previous Billings (previous req's line C) \$ 0
 E Current Payment Due (C - D) \$ 89,586.00
 F Balance to Finish, Plus Retainage (H - A + B) \$87,054.00
 G Current Gross Amount Completed This Period \$99,540.00

SUBCONTRACTOR:

Michels Corporation

Supplier #: 1056679

BY:

DATE:

Ronald Tagliapietra
 on 11/9/7 by Ronald Tagliapietra, Senior Vice President

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10154.03-1110-02600 25-S	Site Util: Unassigned - Subcontract	\$101,920.00		80365	80365	79	8036.50	72328.50
10154.03-1110-02600 09-S	Site Utilities - Subcontract	\$74,720.00		19175	19175	26	1917.50	17257.50
	Total	\$176,640.00		99540	99540	56	9954	89586
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	OL Exp

MICHELS CORPORATION

POST OFFICE BOX 128 • BROWNSVILLE, WI 53006 • (920) 583-3132 • FAX (920) 583-3429

SEND REMITTANCE TO:
MICHELS CORPORATION
P.O. BOX 1719
FOND DU LAC, WI 54936-1719

INVOICE NO.: 128660

12/11/07

72326

29990
OPUS West Construction Corporation
2555 East Camelback Road #800
Phoenix, AZ 85016
ATTN: Accounts Payable

Job Name: Tempe Gateway

Project: 10154

Non-taxable sub work. Form 5005 on file.

Billing per attached detail sheets.

WORK COMPLETED THIS PERIOD	\$	65,000.00
LESS RETAINAGE	\$	(6,500.00)

TOTAL DUE THIS INVOICE \$ 58,500.00

Refer questions regarding this
invoice to Dabra Rogers x2347.



OPUS

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Tempe Gateway Project Number: 10154
 Subcontractor: Michels Corporation Date of Application: 12-3-07
 Supplier #: 1056679
 Address: 7630 W. Camel Avenue Application Number: 2
Peoria, AZ 85345 Period From: 11-26-07 Period To: 12-25-07
 Phone: 623-878-7473
 Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Road, Suite 800
Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX (5)(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$176,640.00
OPUS APPROVED CHANGE ORDER # 1 thru #		
CONTRACT AMOUNT TO DATE TOTAL		\$176,640.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$164,540
 B Less Retainage 10 % \$16,454
 C Total Earned less Retainage (A - B) \$148,086
 D Less Previous Billings (previous req's line C) \$89,586
 E Current Payment Due (C - D) \$58,500
 F Balance to Finish, Plus Retainage (H - A + B) \$28,554
 G Current Gross Amount Completed This Period \$65,000

SUBCONTRACTOR:

Michels Corporation

Supplier #: 1056679

BY:

DATE:

on 12/3/07 by Ronald Tagliapietra, Sr. VP

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10154-03-B10-02600-23-S	Site Util: Unassigned - Subcontract	\$101,920.00	80365	15000	95365	93.5	1500	13500
10154-03-B10-02600-00-S	Site Utilities - Subcontract	\$74,720.00	19175	50000	69175	92.5	5000	45000
	Total	\$176,640.00	99540	65000	164540	93	6500	58500
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

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Vendor ID	Vendor Inv. #	Date	G/L Exp

MICHELS CORPORATION

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SEND REMITTANCE TO:
MICHELS CORPORATION
P.O. BOX 1719
FOND DU LAC, WI 54936-1719

INVOICE NO.: 128828

1/17/08

72326

26415
OPUS West Construction Corporation
2555 East Camelback Road #800
Phoenix, AZ 85016
ATTN: Accounts Payable

Job Name: Tempe Gateway

Project: 10154

Non-taxable sub work. Form 5005 on file.

Billing per attached detail sheets.

WORK COMPLETED THIS PERIOD	\$	32,638.00
LESS RETAINAGE	\$	(3,263.80)
TOTAL DUE THIS INVOICE	\$	29,374.20

Refer questions regarding this
invoice to Debra Rogers x2347.



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Tempo Gateway Project Number: 10154
Subcontractor: Michels Corporation Date of Application: 1-17-08
Supplier #: 1056679
Address: 7630 W. Carol Avenue Application Number: 3
Peoria, AZ 85345 Period From: 12-26-07 Period To: 1-25-08
Phone: 623-878-7473
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Road, Suite 800
Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$176,640.00
OPUS APPROVED CHANGE ORDER thru # 2		\$32,538.00
CONTRACT AMOUNT TO DATE TOTAL		\$209,178.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$197178
B Less Retainage 10 % \$19717.80
C Total Earned less Retainage (A - B) \$177460.20
D Less Previous Billings (previous req's line C) \$148086
E Current Payment Due (C - D) \$29374.20
F Balance to Finish, Plus Retainage (H - A + B) \$31717.80
G Current Gross Amount Completed This Period \$32638

SUBCONTRACTOR:

Michels Corporation Ronald Tagliapietra Supplier #: 1056679

BY:

DATE:

on 1-17-08 by Ronald Tagliapietra, Sr. VP

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10154.03-B10-02600.00-S	Site Utilities - Subcontract	\$74,720.00	69175	0	69175	93	0	0
10154.03-D10-02600.25-S	Site Util: Unassigned - Subcontract	\$134,438.00	95365	32638	128003	95	3263.80	29374.20
	Total	\$209,178.00	164540	32638	197178	94	3263.80	29374.20
			H	I	G	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

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MICHELS CORPORATION

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MICHELS CORPORATION
P.O. BOX 1719
FOND DU LAC, WI 54936-1719

INVOICE NO.: 128978

4/2/08

72326

26415
OPUS West Construction Corporation
2555 East Camelback Road #800
Phoenix, AZ 85016
ATTN: Accounts Payable

Job Name: Tempe Gateway

Project: 10154

Non-taxable sub work. Form 5005 on file.

Billing per attached detail sheets.

WORK COMPLETED THIS PERIOD	\$	12,000.00
LESS RETAINAGE	\$	(1,200.00)
TOTAL DUE THIS INVOICE	\$	10,800.00

Refer questions regarding this
invoice to Debra Rogers x2347.

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ROCKDALE, IL • GREEN BAY, WI • EDMONTON, AB • PHOENIX, AZ • BURNSVILLE, MN • SALEM, OR • WOODLAND, CA



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Tempe Gateway Project Number: 10154
Subcontractor: Michels Corporation Date of Application: 4-4-08
Supplier #: 1056679
Address: 7630 W. Carol Avenue Application Number: 4
Peoria, AZ 85345 Period From: 1-26-08 Period To: 4-25-08
Phone: 623-878-7473
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Road, Suite 300
Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$176,640.00
OPUS APPROVED CHANGE ORDER thru # 2		\$32,538.00
CONTRACT AMOUNT TO DATE TOTAL		\$209,178.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$209178
B Less Retainage 10 % \$20917.80
C Total Earned less Retainage (A - B) \$188260.20
D Less Previous Billings (previous req's line C) \$177460.20
E Current Payment Due (C - D) \$10800
F Balance to Finish, Plus Retainage (H - A + B) \$20917.80
G Current Gross Amount Completed This Period \$12000

SUBCONTRACTOR:

Michels Corporation

Supplier #: 1056679

BY:

DATE:

on 4-4-08 by Ronald Tagliapietra, Sr. VP

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10154.03-810-02600.00-S	Site Utilities - Subcontract	\$74,720.00	69175	5545	74720	100	554.50	4990.50
10154.03-810-02600.25-S	Site Util. Unassigned - Subcontract	\$134,458.00	128003	6455	134458	100	645.50	5809.50
	Total	\$209,178.00	197178	12000	209178	100	1200	10800
			I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



MICHEL'S CORPORATION

POST OFFICE BOX 128 • BROWNSVILLE, WI 53006 • (920) 583-3132 • FAX (920) 583-3429
16500 WEST RODGERS DRIVE • NEW BERLIN, WI 53151 • (262) 814-0100 FAX (262) 814-0300

SEND REMITTANCE TO:
MICHEL'S CORPORATION
P.O. BOX 1719
FOND DU LAC, WI 54936-1719

INVOICE NO. 124794

8/14/03

12326

CUSTOMER #29990
RETAINAGE = \$16,454.00

SEE MURRAY OR AUBREY WITH QUESTIONS

26415
OPUS West Construction Corporation
2835 East Camelback Road #800
Phoenix, AZ 85016
ATTN: Accounts Payable

CUSTOMER #26415
RETAINAGE = \$4,463.80

SEE MURRAY OR AUBREY WITH QUESTIONS

Job Name: Tempe Gateway

Project: 10154

Non-taxable sub work. Form 5006 on file.

Billing per attached detail sheets.

WORK COMPLETED THIS PERIOD	\$	
LESS RETAINAGE	\$	(20,917.80)
TOTAL DUE THIS INVOICE	\$	20,917.00

Refer questions regarding this
invoice to Debra Rogers #2347.

MICHEL'S PIPELINE CONSTRUCTION • MICHEL'S MID-AMERICA • MICHEL'S DIRECTIONAL CROSSINGS
SPECIALISTS IN UTILITY CONSTRUCTION



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Tempe Gateway Project Number: 10154
Subcontractor: Michels Corporation Date of Application: 8-12-08
Supplier #: 1056679
Address: 7630 W. Carol Avenue Application Number: 5
Phoenix, AZ 85345 Period From: 7-26-08 Period To: 8-25-08
Phone: 623-878-7473
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Road, Suite 800
Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$176,640.00
OPUS APPROVED CHANGE ORDER thru # 2		\$32,538.00
CONTRACT AMOUNT TO DATE TOTAL		\$209,178.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 209,178.00
B Less Retainage 10 % \$ 0
C Total Earned less Retainage (A - B) \$ 209,178.00
D Less Previous Billings (previous req's line C) \$ 188,260.20
E Current Payment Due (C - D) \$ 20,917.80
F Balance to Finish, Plus Retainage (E + A + B) \$ 20,917.80
G Current Gross Amount Completed This Period \$ 20,917.80

SUBCONTRACTOR:

Michels Corporation

Supplier #: 1056679

BY:

Ronald Tagliapietra

DATE:

on 8-12-08 by Ronald Tagliapietra, Sr VP

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10154.03-010-02600.00-S	Site Utilities - Subcontract	\$14,720.00	74720	0	74720	100	-7472	7472
10154.03-010-02600.25-S	Site Util: Unassigned - Subcontract	\$134,458.00	134458	0	134458	100	-13445.8	13445.8
	Total	\$209,178.00	209178	0	209178	100	-20917.8	20917.8
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

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MICHELS CORPORATION

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SEND REMITTANCE TO:
MICHELS CORPORATION
P.O. BOX 1719
FOND DU LAC, WI 54936-1719

INVOICE NO.: 130583

11/21/83

~~82316~~ 82316

10849
CFLB West Construction Corporation
2805 East Camelback Road #800
Phoenix, AZ 85016

ACCT: Accounts Payable

Proj Name: Tempa Gateway

Project: 10104

App #: 6

Non-Exempt sub work. Form 5009 on file.

Billing per attached detail sheets.

WORK COMPLETED THIS PERIOD \$ 9,750.00

LESS RETAINAGE \$ (575.00)

TOTAL DUE THIS INVOICE \$ 9,175.00

Refer questions regarding this
invoice to the following:

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ROCKDALE, IL • GREEN BAY, WI • EDMONTON, AB • PHOENIX, AZ • BURNSVILLE, MN • SALEM, OR • WOODLAND, CA

**OPUS**SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Tempe Gateway Project Number: 10154
 Subcontractor: Michels Corporation Date of Application: 1-8-09
 Supplier #: 1056679
 Address: 7630 W. Carol Avenue Application Number: 5
Peoria, AZ 85345 Period From: 12-26-08 Period To: 1-26-09
 Phone: 623-878-7473
 Remittance Address: Opus West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Road, Suite 800
Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$176,640.00
OPUS APPROVED CHANGE ORDER thru # 4		\$41,288.00
CONTRACT AMOUNT TO DATE TOTAL		\$217,928.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$217928
 B Less Retainage 10 % \$21792.80
 C Total Earned less Retainage (A - B) \$196135.20
 D Less Previous Billings (previous req's line C) \$188260.20
 E Current Payment Due (C - D) \$7875
 F Balance to Finish, Plus Retainage (B - A + B)
 G Current Gross Amount Completed This Period \$8750

SUBCONTRACTOR:

Michels CorporationSupplier #: 1056679

BY:

DATE:

on 1-8-09 by Jerrod Henschel, Gen. Mgr.APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10154.03-010-02600.00-S	Site Utilities - Subcontract	\$81,470.00	74720	8750	83740	100	875	7875
10154.03-010-02600.23-S	Site Util: Unassigned - Subcontract	\$134,458.00	134458	0	134458	100	0	0
	Total	\$217,928.00	209178	8750	217928	100	875	7875
			H	I	O	A	J	K
								E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	G/L Exp

MICHEL'S CORPORATION

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SEND REMITTANCE TO:
MICHEL'S CORPORATION
P.O. BOX 1719
FOND DU LAC, WI 54936-1719

INVOICE NO.: 130911

5/15/09

82316
92307

26415
OPUS West Construction Corporation
2555 East Camelback Road #800
Phoenix, AZ 85016

ATTN: Accounts Payable

Proj Name: Tempe Gateway

Project: 10154

App #: 7

Non-taxable sub work. Form 5005 on file.

Retainage Job 82316 \$ 875.00

Retainage Job 92307 \$ 5,596.00

RETAINAGE Due \$ 6,471.00

Refer questions regarding this
invoice to Debra Rogers x2347

MICHELS CORPORATION

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P.O. BOX 1719
FOND DU LAC, WI 54936-1719

INVOICE NO.: 1.30880

4/30/09

92307

26415
OPUS West Construction Corporation
2555 East Camelback Road #800
Phoenix, AZ 85016

ATTN: Accounts Payable

Proj Name: Tempe Gateway

Project: 10154

App #: 6

Non-taxable sub work. Form 5005 on file.

Billing per attached detail sheets.

WORK COMPLETED THIS PERIOD \$ 55,960.00

LESS RETAINAGE \$ (5,596.00),

TOTAL DUE THIS INVOICE \$ 50,364.00

Refer questions regarding this
invoice to Debra Rogers x2347

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SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Tempe Gateway Project Number: 10154
Subcontractor: Michels Corporation Date of Application: 4-26-09
Supplier #: 1056679
Address: 7630 W. Carol Avenue Application Number: 6
Peoria, AZ 85345 Period From: 1-27-09 Period To: 4-26-09
Phone: 623-878-7473
Remittance Address: Opus West Construction Corporation
Attn: Accounts Payable
2555 E. Camelback Road, Suite 809
Phoenix, AZ 85016

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$176,640.00
OPUS APPROVED CHANGE ORDER item # 6		\$97,248.00
CONTRACT AMOUNT TO DATE TOTAL		\$273,888.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 273,888
B Less Retainage 10 % \$ 27,388.80
C Total Earned less Retainage (A - B) \$ 246,499.20
D Less Previous Billings (previous req's line C) \$ 196,135.20
E Current Payment Due (C - D) \$ 50,364
F Balance to Finish, Plus Retainage (H - A + B) \$ 27,388.80
G Current Gross Amount Completed This Period \$ 55,960
SUBCONTRACTOR: Michels Corporation Supplier #: 1056679
BY: [Signature]
DATE: on 4-30-09, by Jerrod Henschel, Gen. Mgr.

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10154.01-010-0200 20-S	Site Utilities - Subcontract	\$139,430	\$83470	\$55960	\$139430	100	\$5596	\$50364
10154.01-010-0200 25-S	Site Util: Unassigned - Subcontract	\$134,458.00	\$134458	0	\$134458	100	0	0
	Total	\$273888	\$217928	\$55960	\$273888	100	\$5596	\$50364
			H	I	G	A	J	K
								F

Entered By: _____ Accounting _____ Date _____ Approved By: _____ Project Manager _____ Date _____

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	G/L Exp
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Tempe Gateway-Sitework / 10154.03
02600 / Dry Utility Relocation
Michels Corporation / Loren Brace
Contact Phone # 623-878-7473
Contact Fax # 623-878-7502
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 19th day of October 2007, by and between OPUS West Construction Corporation ("Contractor") with its office located at 1555 East Camelback Road - Suite 800 Phoenix, AZ 85016 and Michels Corporation ("Subcontractor") with its office located at 7650 W. Camel Avenue Peoria, AZ 85515.

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 Tempe Gateway-Sitework ("Project") located at 222 South Mill Avenue, Tempe, AZ 85281 ("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 Tempe Gateway, L.L.C. ("Owner").
4. **Architect/Engineer** - The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect of Record	Opus Architects & Engineers, Inc.
Civil Engineer	DJI Professional Services, LLC
Landscape Architect	Horn & Associates
Structural Engineer of Record	Opus Architects & Engineers
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 12/10/2008. 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 milestone (if any) as described in the attached Rider "A".

Subcontract Sum - Contractor shall pay Subcontractor the sum of \$ 1,000,000 ("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

CONTRACTOR
Opus West Construction Corporation

By:

James Godwin

(Print Name)

Senior Director of Construction

(Title)

10-22-07

(Date)

SUBCONTRACTOR
Michels Corporation

By:

Ronald Tagliapietra

(Print Name)

Sr. Vice President

(Title)

October 19, 2007

(Date)

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Michels Corporation dated 10/15/2007. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

6. 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 Dry Utility Relocation 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
Special Conditions of Subcontract		06/20/2007
Supplemental General Conditions - June 2005 Edition		06/01/2005
General Conditions of Subcontract - June 2005 Edition		06/01/2005
Dry Utilities	02698	09/17/2007

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
Geotechnical Report	07/11/2007
Geotech Addendum No. 1	07/25/2007
Qwest Conduit and Manhole Placement Specifications	09/17/2007
SK-1 Qwest Conduit Design Drawing with Added Opus Comments	09/17/2007
Qwest Relocation for Tempe Gateway Drawing by Utility West LLC	10/11/2007
Tempe Gateway PUE Final APS Design	08/10/2007
1386 Deadfront 12KV Capacitor Pad Detail by APS	08/10/2007
Three Phase Pad and Conduit Detail by APS	08/10/2007
60" x 60" Deadfront Capacitor Pad Detail by APS	08/10/2007
8475 1309 Deadfront 12KV Switching Cabinet Detail by APS	08/10/2007
8718 1-0 Pullbox Detail by APS	08/10/2007

Other Documents

N/A

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

Modifications and Clarifications

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

1. All work per plans and specifications in Site Utility Relocation Bid Package #2, dated September 17, 2007.
2. Modify Rider B, Section 5, Indemnification paragraph (b) as follows: Notwithstanding the provisions of Subsection (a) above, Subcontractor is not obligated to indemnify an Indemnitee for that portion of a Claim (if any) which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim ("Finally Determined"), to have been caused 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.
3. 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, Tempe Gateway LLC, Opus West Corporation, Fly LLC, AWTB LLC, CS Airways Group, Inc., CS Airways, Inc., Hines Interests Limited Partnership (manager), and others as specifically required by the Subcontract Documents.

This Subcontract excludes the following:

- 1 Sales Tax
- 2 General Building Permit
- 3 Bond
- 4 Equipment Renter Insurance
- 5 Onsite hard surface restoration
- 6 Relocation of existing water lines
- 7 APS provided materials
- 8 Offsite spoil removal
- 9 Onsite back pavers removal
- 10 Water costs

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

Description	Planned Start	Planned End	Planned Duration
Communications Relocation	10-22-2007	11-16-2007	20 Days
Electrical Relocation	11-05-2007	11-28-2007	18 Days
Schedule Notes			

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

Subcontract Detail

Sub-Job Number	Sub-Job Name	Name	Rate
10154-03	Tempe Gateway-Sitework	Site Electrical Utility Relocation	\$21,555.00
10154-03	Tempe Gateway-Sitework	Site Electrical New Primary Service Infrastructure	\$55,545.00
10154-03	Tempe Gateway-Sitework	Communications Relocation	\$70,665.00
10154-03	Tempe Gateway-Sitework	Communications Infrastructure for New Building	\$19,175.00
10154-03	Tempe Gateway-Sitework	Communications Infrastructure between existing US-A Headquarters and New Building	\$9,700.00
Total			\$176,640.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Site Utilities - Subcontract	10154-03-010-02600-00-S	\$71,720.00
Site Util. Unassigned - Subcontract	10154-03-010-02600-25-S	\$101,920.00
Total		\$176,640.00

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

N/A

5. Alternates.

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

Alternates

N/A

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

Alternates Notes

END OF RIDER A

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Michels Corporation dated 10/15/2007. 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 license 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 retainer), 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 benefit 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.

(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

RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Michels Corporation dated 10/15/2007. 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, Workers' 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 issuing 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 LSL&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 (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 (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 03 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.

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 that 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

EXHIBIT C

IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 33-992.01

THIS IS NOT A LIEN

THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

You are hereby notified that the CLAIMANT named below has furnished or will furnish labor, professional services, materials, machinery, fixtures or tools of the following general description:

TRENCHING

CONDUIT

This Preliminary Notice has been completed by:

MICHEL'S CORP
7630 WEST CAROL AVE
PEORIA, AZ 85345

in the construction, alteration or repair of the building, structure or improvement located at

TEMPE GATEWAY / JOB# 10154.00
222 SOUTH MILL AVENUE
TEMPE

in the construction, alteration or repair of the building, structure or improvement located at MARICOPA COUNTY, AZ, legally described as follows:

222 SOUTH MILL AVENUE

An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is: \$176,640.00 .

The Name and Address of the Owner or Reputed Owner is:

AMERICA WEST HOLDINGS CORPORATION
4000 E SKY HARBOR
PHOENIX, AZ 85034

The Name and Address of the Owner or Reputed Owner is:

TEMPE CITY OF
115 E 5TH ST STE 2
TEMPE, AZ 85281

The Name and Address of the Owner or Reputed Owner is:

TEMPE GATEWAY LLC C/O OPUS WEST CORPORATION
2555 EAST CAMELBACK RD, SUITE 800
PHOENIX, AZ 85016

The Name and Address of the Original Contractor is:

OPUS WEST CONSTRUCTION CORPORATION
2555 EAST CAMELBACK RD, SUITE 800
PHOENIX, AZ 85016


The Name and Address of the Reputed Lender and/or Bonding Company is:

OWNER FINANCED

Date:

Tuesday, October 30, 2007

By:



Bond Number:

The Name and Address of the Person with whom the Claimant has Contracted is:

OPUS WEST CONSTRUCTION CORPORATION
2555 EAST CAMELBACK RD, SUITE 800
PHOENIX, AZ 85016

Within ten days of 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 ARS Sect #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 ARS 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.

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

Accurate Lien & Contractor Assistance, Inc., 6210 E. Thomas Rd. Suite 203
Scottsdale, AZ 85251-7056 (480) 941-0844

Acknowledgement of Receipt of Preliminary Twenty Day Notice (Arizona Revised Statutes Sections 33.992.01 and 33.992.02)

This acknowledges receipt on _____ (date) of a copy of this Preliminary Twenty Day Notice at _____ (address where notice received) Date: _____

Prellen #: 675906

(Company Name/Signature and Title of person acknowledging receipt)

10383130



Accurate Lien and Contractor Assistance, Inc.
P. O. Box 1749, Scottsdale, AZ 85252-1749

10/30/2007

Arizona

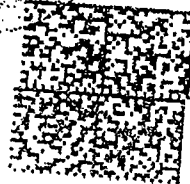
Mailing List

Certificate of Mailing

OMEGA CONSTRUCTION, INC. 16009 NORTH 81ST STREET	SCOTTSDA AZ 85260	675897	1
Thompson Road Investors 16009 NORTH 81ST STREET	SCOTTSDA AZ 85260	675898	2
OMEGA CONSTRUCTION, INC. 16009 NORTH 81ST STREET	SCOTTSDA AZ 85260	675898	3
Thompson Road Investors 16009 NORTH 81ST STREET	SCOTTSDA AZ 85260	675900	4
OMEGA CONSTRUCTION, INC. 16009 NORTH 81ST STREET	SCOTTSDA AZ 85260	675900	5
LOCKWOOD ESTATES ASSOCI 9362 E RAIN TREE DR	SCOTTSDA AZ 85260	675904	6
SUNLAND INC ASPHALT AND S 3600 South 7th Avenue	Phoenix AZ 85041	675904	7
ROSSMAR & GRAHAM COMMU 9362 E. RAIN TREE DR	SCOTTSDA AZ 85260	675904	8
318 GAINNEY RANCH COMMUNITY A 7720 E GAINNEY RANCH RD	SCOTTSDA AZ 85258	675905	9
SUNLAND INC ASPHALT AND S 3600 South 7th Avenue	Phoenix AZ 85041	675905	10
GAINNEY RANCH COMMUNITY A 7650 GAINNEY RANCH ROAD	SCOTTSDA AZ 85258	675905	11
TEMPE GATEWAY LLC C/O Op 2555 East Camelback Rd, Suite 800	Phoenix AZ 85016	675906	12
Opus West Construction Corpora 2555 East Camelback Rd, Suite 800	Phoenix AZ 85016	675906	13
AMERICA WEST HOLDINGS C 4000 E SKY HARBOR	PHOENIX AZ 85034	675906	14
TEMPE CITY OF 115 E 5TH ST STE 2	TEMPE AZ 85281	675906	15
VALLEY METRO 101 N 1ST AVE # 101	PHOENIX AZ 85003	675908	16
ARCHER WESTERN CONTRAC 1951 W CAMELBACK #450	PHOENIX AZ 85015	675908	17
Travelers Casualty and Surety C 215 Shuman Blvd	Naperville IL 60653	675908	18
AMERICAN ASPHALT PAVING 642 N. 17TH AVENUE	PHOENIX AZ 85007	675908	19
SURPRISE HOLDINGS LLC 5900 CANOGA AVE	WOODLAN CA 91367	675912	20
FNF CONSTRUCTION 115 S. 48TH ST.	TEMPE AZ 85281	675912	21
Willis of Arizona 11201 North Tatum Boulevard, Suite 300	Phoenix AZ 85028	675912	22

015H25503986
\$07.700
10/31/2007
Mailed From 85251
US POSTAGE

Hasler



Total # of Pieces Listed by Sender	Total # of Pieces Received by Post Office	POSTMASTER, PER Name of Postal Employee	Total Expected Mailing \$	COM
22	22		22 X \$0.35 = \$7.70	

IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 33-992.01

THIS IS NOT A LIEN

THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

You are hereby notified that the CLAIMANT named below has furnished or will furnish labor, professional services, materials, machinery, fixtures or tools of the following general description:

TRENCHING

CONDUIT

in the construction, alteration or repair of the building, structure or improvement located at

TEMPE GATEWAY PHASE II

222 SOUTH MILL AVE

TEMPE

in the construction, alteration or repair of the building, structure or improvement located at MARICOPA COUNTY, AZ, legally described as follows:

222 SOUTH MILL AVE

An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is: \$8,750.00.

Notice to Property Owner: If bills are not paid in full for the labor, materials, machinery, fixtures or tools 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 ARS Section 33-1008, Subsection D, Paragraphs 1 and 3 signed by the person or firm giving 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.

The Name and Address of the Owner or Reputed Owner is:

TEMPE GATEWAY LLC C/O OPUS WEST CORP
2555 EAST CAMELBACK RD #800
PHOENIX, AZ 85281

The Name and Address of the Original Contractor is:

OPUS WEST CONSTRUCTION CORP
2555 EAST CAMELBACK RD #800
PHOENIX, AZ 85281

The Name and Address of the Reputed Lender and/or Bonding Company is:

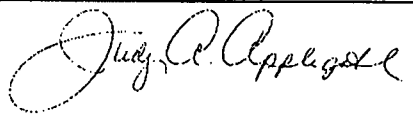
US BANK
101 N FIRST AVE STE 1600
PHOENIX, AZ 85003

The Name and Address of the Person with whom the Claimant has Contracted is:

OPUS WEST CONSTRUCTION CORP
2555 EAST CAMELBACK RD, SUITE 800
PHOENIX, AZ 85016

Date: Wednesday, November 05, 2008

By:



Bond Number:

Within ten days of 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 ARS Sect #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 ARS 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.

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

Accurate Lien & Contractor Assistance, Inc., 6210 E. Thomas Rd. Suite 203
Scottsdale, AZ 85251-7056 (480) 941-0844

Acknowledgement of Receipt of Preliminary Twenty Day Notice (Arizona Revised Statutes Sections 33.992.01 and 33.992.02)

This acknowledges receipt on _____ (date) of a copy of this Preliminary Twenty Day Notice at

_____, (address where notice received) Date: _____

Prelim #: 763018

(Company Name/Signature and Title of person acknowledging receipt)

10497342



Accurate Lien and Contractor Assistance, Inc.
P. O. Box 1749, Scottsdale, AZ 85252-1749

11/5/2008

Arizona

Mailing List Certificate of Mailing

Cactus Transport Inc	8211 W Sherman St	TOLLESON AZ 85353	763014	1
HD Partners Peoria LLC	500 North Michigan Ave Suite 600	Chicago IL 60611	763015	2
CD Smith Construction	889 East Johnson Street Box 1006	Fond Du Lac WI 54936	763015	3
Western Paving LLC	23335 N 18th Dr	Phoenix AZ 85027	763015	4
PIPELINE DYNAMICS	9034 N 23rd AVE SUITE# 10	PHOENIX AZ 85021-2	763015	5
LAVEEN VILLAGE CENTER/mo	9 SPUR CIRCLE	SCOTTSDA AZ 85281	763016	6
Palisade Construction, Inc.	505 S Madison Dr	Tempe AZ 85281	763016	7
BANK OF THE WEST	3000 OAK ROAD SUITE 400	WALNUT C CA 94597	763016	8
Ace Asphalt	3030 S 7th St	Phoenix AZ 85040	763016	9
CITY OF GLENDALE ENGINEE	5850 WEST GLENDALE AVE	GLENDALE AZ 85301	763017	10
Achen Gardner Engineering LLC	550 South 79th St	Chandler AZ 85226	763017	11
CONSTRUCTORS BONDING	535 E MCKELLIPS RD STE 129	MESA AZ 85203	763017	12
TEMPE GATEWAY LLC C/O OP	2555 EAST CAMELBACK RD #800	PHOENIX AZ 85281	763018	13
OPUS WEST CONSTRUCTION	2555 EAST CAMELBACK RD #800	PHOENIX AZ 85281	763018	14
US BANK	101 N FIRST AVE STE 1600	PHOENIX AZ 85003	763018	15
Opus West Construction Corp	2555 East Camelback Rd, Suite 800	Phoenix AZ 85016	763018	16
Westcor	11411 N. Tatum Blvd	Phoenix AZ 85028	763019	17
JSA Construction	17466 North 25th Avenue	Phoenix AZ 85023	763019	18
BARCLAY PLEASANT VALLEY	7702 E DOUBLETREE RANCH RD # 220	SCOTTSDA AZ 85258	763020	19
Homes & Son	77 East Thomas Road, Suite 210	Phoenix AZ 85012	763020	20
Stage Construction LLC	2320 W Peoria Ave Ste B149	Phoenix AZ 85029	763020	21
GERITY MICHAEL	12813 N 31ST ST	phoenix AZ 85013	763021	22

COM

Total # of Pieces
Listed by Sender
22

POSTMASTER, PER

Received by Post Office Name of Postal Employee

Total Expected Mailing \$

22 X \$0.4 = \$8.80

IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 33-992.01

THIS IS NOT A LIEN

THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

You are hereby notified that the CLAIMANT named below has furnished or will furnish labor, professional services, materials, machinery, fixtures or tools of the following general description:

TRENCHING

ASPHALT SAWING

in the construction, alteration or repair of the building, structure or improvement located at

TEMPE GATEWAY SWG

222 S MILL AVE

TEMPE

in the construction, alteration or repair of the building, structure or improvement located at MARICOPA COUNTY, AZ, legally described as follows:

222 S MILL AVE

An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is: \$50,300.00 .

Notice to Property Owner: If bills are not paid in full for the labor, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings of all or part or 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 ARS Section 33-1008, Subsection D, Paragraphs 1 and 3 signed by the person or firm giving 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.

The Name and Address of the Owner or Reputed Owner is:

TEMPE GATEWAY LLC C/O OPUS WEST
CONSTRUCTION CORP
2555 EAST CAMELBACK RD, SUITE 800
PHOENIX, AZ 85016

The Name and Address of the Original Contractor is:

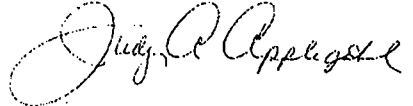
OPUS WEST CONSTRUCTION CORP
2555 EAST CAMELBACK RD, SUITE 800
PHOENIX, AZ 85016

The Name and Address of the Reputed Lender and/or Bonding Company is:

US BANK NATIONAL ASSOCIATION
101 NORTH FIRST AVENUE SUITE 1600
PHOENIX, AZ 85003

Date: Monday, March 30, 2009

By:



Bond Number:

The Name and Address of the Person with whom the Claimant has Contracted is:

OPUS WEST CONSTRUCTION CORP
2555 EAST CAMELBACK RD, SUITE 800
PHOENIX, AZ 85016

Within ten days of 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 ARS Sect #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 ARS 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.

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

Accurate Lien & Contractor Assistance, Inc., 6210 E. Thomas Rd, Suite 203
Scottsdale, AZ 85251-7056 (480) 941-0844

Acknowledgement of Receipt of Preliminary Twenty Day Notice (Arizona Revised Statutes Sections 33.992.01 and 33.992.02)

This acknowledges receipt on _____ (date) of a copy of this Preliminary Twenty Day Notice at
_____, (address where notice received) Date: _____

Prelim #: 788310

(Company Name/Signature and Title of person acknowledging receipt)

10528986



Accurate Lien and Contractor Assistance, Inc.
P. O. Box 1749, Scottsdale, AZ 85252-1749

3/30/2009

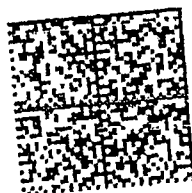
Arizona

Mailing List Certificate of Mailing

AIMCO	3509 E Shea Blvd.	Phoenix	AZ	85028	788309	1
Imperial Contracting	16573 N 92nd Street, C-125	Scottsdale	AZ	85260	788309	2
AIMCO	3509 E Shea Blvd.	Phoenix	AZ	85028	788309	3
AIMCO/TTA 235	PO BOX 111397	CARROLLT TX		75011	788309	4
TEMPE GATEWAY LLC C/O Op	2555 East Camelback Rd, Suite 800	Phoenix	AZ	85016	788310	5
Opus West Construction Corp	2555 East Camelback Rd, Suite 800	Phoenix	AZ	85016	788310	6
US BANK NATIONAL ASSOCIAT	101 NORTH FIRST AVENUE SUITE 1600	PHOENIX	AZ	85003	788310	7
MARANA MARKETPLACE PART	3701 W ORANGE GROVE	TUCSON	AZ	85741	788313	8
Division II	1230 N Anita Ave	Tucson	AZ	85754	788313	9
PARSONS STEEL ERECTORS	4580 NORTH HIGHWAY DRIVE	TUCSON	AZ	85705	788313	10
Division II	PO BOX 85250	TUCSON	AZ	85754	788313	11
MARANA MARKETPLACE PART	6298 E GRANT RD #100	TUCSON	AZ	85712	788313	12
STARWOOD PHOENICIAN CMB	PO BOX 4900	SCOTTSDA	AZ	85261	788315	13
PERINI BUILDING CO./PHOENI	360 E CORONADO RD.	PHOENIX	AZ	85004	788315	14
STARWOOD PHOENICIAN CMB	2231 E CAMELBACK RD STE 400	PHOENIX	AZ	85016	788315	15
Walmart Stores	P.O. Box 8050 MS 0555	Bentonville	AR	72712-8	788320	16
Wadman Corporation	2920 South 925 West	Ogden	UT	84402	788320	17
WAL-MART STORES INC DE C	2001 S E 10TH ST	BENTONVIL	AR	72712	788320	18
MARICOPA COMMUNITY COLL	2411 W 14TH ST	TEMPE	AZ	85281	788321	19
MCGOUGH COMPANIES SW IN	4720 SOUTH COTTON GIN LOOP SUITE 100	PHOENIX	AZ	85040	788321	20
Travelers Casualty & Surety	Com One Tower Square	Hartford	CT	06115	788321	21
RML ELECTRIC INC	3749 E ATLANTA AVENUE	PHOENIX	AZ	85040	788321	22

016H26503986
\$08.800
03/31/2009
Mailed From 85251
US POSTAGE

Hastler



Total # of Pieces
Listed by Sender

22

Total # of Pieces

Received by Post Office

POSTMASTER, PER
Name of Postal Employee

22 X \$0.4 = \$8.80

COM



6210 East Thomas Road Suite 203, Scottsdale AZ 85251
(480) 941-0844 Phone (480) 941-8815 Fax

I, Amey Saylor, declare,
That I served copies of this Preliminary Notice by certificate of mailing postage
prepaid on the lender, owner, and original contractor at this respective addresses as
shown on attached record, on 10/31/07; 11/12/08 and 3/31/09.

I declare under penalty of perjury, that the foregoing is true and correct.

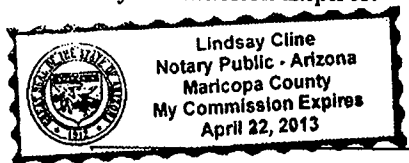
Executed on 7/28/09, at Scottsdale, AZ
(Date)

(Signature of Person Making Service)

The following person(s) Amey Saylor, who is known to me, or satisfactorily
proven to me, to be the person whose name is subscribed to this document, personally appeared
before me as a notary public, and, being duly sworn upon oath, stated that he had read this
document and knows of his own knowledge that the facts stated herein are true and correct, except
those matters based upon information, which he believe to be true, and acknowledged that he
executed this document on his own behalf, or, if subscribed by a representative capacity, indicated
for the principal named.

IN WITNESS WHEREOF I HAVE SET MY HAND AND OFFICIAL SEAL.

My Commission Expires:



Notary Public

7/28/09
Date