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| UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS | PROOF OF CLAIM |
|--|-----------------------|

Name of Debtor: (Check Only One):
 Opus West Corporation
 Opus West Construction Corporation
 O.W. Commercial, Inc.
 Opus West LP
 Opus West Partners, Inc.

Case Number:

09-34360-11

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. All other requests for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):
JW Contract Blinds Inc
4655 30th Street
San Diego, CA 92116

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number:
(If known)

Filed on:

Name and address where notices should be sent:
JW Contract Blinds Inc
4655 30th San Diego, CA 92116
Telephone number: 619 325-1877
Email Address: Jim@jwblinds.com

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.

 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):
SAME

Telephone number: SAME

1. Amount of Claim as of Date Case Filed: \$ 41,130.00
 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.
 If all or part of your claim is entitled to priority, complete item 5.
 Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

2. Basis for Claim: goods sold and services performed
 (See instruction #2 on reverse side.) Provided and installed vertical blinds.

Specify the priority of the claim.
 Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
 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).
 Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
 Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
 Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
 Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:
 \$

3. Last four digits of any number by which creditor identifies debtor: p.o # 1988
 3a. Debtor may have scheduled account as: _____
 (See instruction §3a on reverse side).

4. Secured Claim (See instruction #4 on reverse side.)
 Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.
Nature of property or right of setoff: Real Estate Motor Vehicle Equipment 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: _____ **Amount Unsecured:** \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)
 DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
 If the documents are not available, please explain: _____

Date: 8/19/09
Signature: James C. White - president
 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.

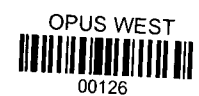
FOR COURT USE ONLY

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)

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.



NORTHERN DISTRICT OF TEXAS
ENTERED
TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Harlin DeWayne Hale
United States Bankruptcy Judge

Signed July 7, 2009

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

| | |
|---|---|
| <p>In re:</p> <p>OPUS WEST LP,</p> <p style="text-align: center;">Debtor.</p> | <p>Chapter 11</p> <p>Case No. 09-34334-11</p> <p>Joint Administration Pending</p> |
| <p>In re:</p> <p>OPUS WEST CORPORATION,</p> <p style="text-align: center;">Debtor.</p> | <p>Chapter 11</p> <p>Case No. 09-34356-11</p> <p>Joint Administration Pending</p> |
| <p>In re:</p> <p>OPUS WEST CONSTRUCTION CORPORATION,</p> <p style="text-align: center;">Debtor.</p> | <p>Chapter 11</p> <p>Case No. 09-34360-11</p> <p>Joint Administration Pending</p> |
| <p>In re:</p> <p>O.W. COMMERCIAL, INC.,</p> <p style="text-align: center;">Debtor.</p> | <p>Chapter 11</p> <p>Case No. 09-34363- 11</p> <p>Joint Administration Pending</p> |



Horizon Tech Center / 10262.00
 12200 /Window Blinds
 JW Contract Blinds Inc. / Gene Barker
 Payment Terms: Standard
 Retainage: 10%

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 10th day of June, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2050 Main St., Suite 800, Irvine, CA 92614, and JW Contract Blinds Inc. ("Subcontractor") with its office located at 4655 30th Street, San Diego, CA 92116.

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 construction-related materials and services, as applicable, to Owner (defined below) in connection with the project generally described as Horizon Tech Center ("Project"), located at 10301 Meanly Drive, San Diego, CA 92131 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is Opus West Corporation ("Owner").
4. Architect/Engineer. The Architect(s)/Engineer(s) of record for the Project are:
 Civil Engineer: PBS&J
 Structural Engineer of Record: Opus Architects & Engineers, Inc.
 Architect of Record: Opus Architects & Engineers, Inc.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Contract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The substantial completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 07/09/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager or superintendent, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 41,130.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A."
8. Riders. The following Riders are attached to and made a part of this Subcontract:
 8.1 Rider A (Scope of Work)
 8.2 Rider B (Indemnification)
 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows: *AK* *AK*
 Approved by Contractor's project manager _____
 Andrew Ranallo

CONTRACTOR
 OPUS West Construction Corporation
 By: Jeffery J. Dickerson
 Jeffery J. Dickerson
 (Print Name)
 Vice President of Construction
 (Title)
 7/23/08
 (Date)

SUBCONTRACTOR
 JW Contract Blinds Inc.
 By: Jessica Betancourt
 Jessica Betancourt
 (Print Name)
 Office Manager
 (Title)
 June 13, 2008
 (Date)

ORIGINAL

cc

| | | |
|--|------------|------------|
| Horizontal Control Plan | 14-D | 10/23/2007 |
| Horizontal Control Plan | 15-D | 10/23/2007 |
| Environmental Requirements Sheet | 16-D | 10/23/2007 |
| Supplemental Design Documents | | |
| Outline Specification | 01/12/2007 | |
| Development Timeplan | 04/25/2007 | |
| Special Conditions of Subcontract | 04/25/2007 | |
| Supplemental General Conditions of Subcontract | 04/25/2007 | |
| General Conditions of Subcontract | 04/25/2007 | |

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

The Work of this Subcontract includes, but is not limited to, the following items:

- a. Subcontractor shall provide 3 1/2" solid grey vertical blinds in conformance to color, quality, and performance of the sample provided to Contractor.
- b. Subcontractor has thoroughly reviewed and confirmed the quantities of all materials required to complete the window treatment scope of work. All prices shall remain firm through the project duration. All blinds shall be field measured for each opening.

This Subcontract excludes the following:

- a. Performance or Payment Bond.
- b. General Building Permit or Fees.

2. Subcontract Sum Breakdown.

Subcontractor provides the following breakdown of the Subcontract Sum including sales tax to be charged and remitted:

Subcontract Recap

| <u>Sub-Job Number</u> | <u>Sub-Job Name</u> | <u>Name</u> | <u>Rate</u> |
|-----------------------|---------------------|--|--------------------|
| 10262.10 | Building A | Subcontractor to provide window treatments for Building A. | \$13,710.00 |
| 10262.20 | Building B | Subcontractor to provide window treatments for Building B. | \$13,710.00 |
| 10262.30 | Building C | Subcontractor to provide window treatments for Building C. | \$13,710.00 |
| Total | | | \$41,130.00 |

Subcontract Summary

| <u>Name</u> | <u>Account Code</u> | <u>Amount</u> |
|-----------------------------|-------------------------|--------------------|
| Window Blinds - Subcontract | 10262.10-G10-12200.00-S | \$13,710.00 |
| Window Blinds - Subcontract | 10262.20-G10-12200.00-S | \$13,710.00 |
| Window Blinds - Subcontract | 10262.30-G10-12200.00-S | \$13,710.00 |
| Total | | \$41,130.00 |

END OF RIDER A

u

UNITED STATES BANKRUPTCY COURT Northern District of Texas

**Notice of
Chapter 11 Bankruptcy Cases, Meeting of Creditors, & Deadlines**

Chapter 11 bankruptcy cases concerning the debtors listed below were filed on 7/6/09.

You may be a creditor of the debtors. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in these cases may be inspected at the bankruptcy clerk's office at the address listed below.

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side for Important Explanations

Debtors (names used by the debtors in the last 8 years, including married, maiden, trade, and address):

Opus West Corporation
2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 86-0811533
Case No.: 09-34356

O. W. Commercial, Inc.
2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 20-2789134
Case No.: 09-34363

Opus West Partners, Inc.
2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 81-0545537
Case No.: 09-34373

Opus West Construction Corporation
2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 41-0855917
Case No.: 09-34360

Opus West LP
2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 81-0545535
Case No.: 09-34334

Attorneys for Opus West Corporation, Opus West Construction Corporation, and O. W. Commercial, Inc. (names and addresses):
Clifton R. Jessup, Jr.
Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, TX 75201
Telephone: 214-665-3600
Facsimile: 214-665-5938

Attorneys for Opus West Partners, Inc., and Opus West LP: (names and addresses):
Peter Franklin
Doug Skierski
Franklin Skierski Lovall Hayward, LLP
10501 N. Central Expressway, Suite 106
Dallas, TX 75231
Telephone: 214-702-4061
Facsimile: 214-723-5345

Meeting of Creditors

Date: **August 12, 2009**

Time: **2:00 P.M.**

Location: **Office of the U.S. Trustee, 1100 Commerce St., Room 976, Dallas, TX 75242**

Deadline to File a Proof of Claim

Proof of claim must be *received* by the BMC Group, Debtors' Claims Agent, by the following deadline:

For all creditors (except a governmental unit): **11/9/09**

For a governmental unit: _____

Claims Should be Sent to:

IF BY MAIL:

Opus West Corporation, et al
c/o BMC Group
P.O. 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

Creditors with a Foreign Address:

A Creditor to whom this notice is sent at a foreign address should read the information under "claims" on the reverse side.

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtors and the debtors' property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtors can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Address of the Bankruptcy Clerk's Office:

1100 Commerce Street, Room 1254
Dallas, Texas 75242
Telephone number: 214-753-2000

For the Court:

Clerk of the Bankruptcy Court:
Tawana C. Marshall

Hours Open: Monday – Friday 8:30 AM – 4:30 PM



JW Contract Blinds, Inc.

4655 30th Street
San Diego, CA 92116

Phone # 619-325-1877 Fax # 619-325-1876

Invoice

Date 2/9/2009

Invoice # 3028

Web Site www.jwblinds.com

Bill To

Opus West Construction Corporation
2020 Main Street, Suite 800
Irvine, CA 92614

Project

Horizon Tech
10301 Meanly Dr.
San Diego, CA 92131

JW P.O. # 1988

Customer Job #

| <u>Item Code</u> | <u>Description</u> | <u>Curr %</u> | <u>Est Amt</u> | <u>Amount</u> |
|------------------|---|---------------|----------------|---------------|
| Install Labor | Provide and Install Vertical Blinds for Buildings A, B, and C | 90.00% | 41,130.00 | 37,017.00 |

| | |
|--------------------|--------------------|
| Payments/Credits | \$0.00 |
| Balance Due | \$37,017.00 |
| Terms | Net 30 |

Rep:

| | |
|--------|-------------------|
| E-mail | tiak@jwblinds.com |
|--------|-------------------|



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center Project Number: 10262
 Subcontractor: JW Contract Blinds Inc. Date of Application: 2/9/09
 Supplier #: 1052172
 Address: 4655 30th Street Application Number: 1
San Diego, CA 92116 Period From: 2/1/09 Period To: 2/28/09
 Phone: _____
 Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2020 Main Street, Suite 800
Irvine, CA 92614

CONTRACT INFORMATION

| ITEM | SALES TAX \$(if applicable) | TOTAL (\$) |
|---|-----------------------------|-------------|
| ORIGINAL CONTRACT AMOUNT | | \$41,130.00 |
| OPUS APPROVED CHANGE ORDER # 1 thru # _____ | | |
| CONTRACT AMOUNT TO DATE TOTAL | | \$41,130.00 |

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 41,130.00
 B Less Retainage _____ 10 % \$ 4,113.00
 C Total Earned less Retainage (A - B) \$ 37,017
 D Less Previous Billings (previous req's line C) \$ 0
 E Current Payment Due (C - D) \$ 37,017
 F Balance to Finish, Plus Retainage (H - A + B) \$ 41,130.00
 G Current Gross Amount Completed This Period \$ 41,130.00

SUBCONTRACTOR: JW Contract Blinds Inc Supplier #: 1052172
 BY: Pa. Klick
 DATE: 2/9/09

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 | | | | | |
| | | | | | I+G | A/II | | G-K | |
| 10262.10-010-12200.00-5 | Window Blinds - Subcontract | \$13,710.00 | ✓ | 13,710 | 13,710 | 100% | 1,371 | 12,339 | |
| 10262.20-010-12200.00-5 | Window Blinds - Subcontract | \$13,710.00 | ✓ | 13,710 | 13,710 | 100% | 1,371 | 12,339 | |
| 10262.30-010-12200.00-5 | Window Blinds - Subcontract | \$13,710.00 | ✓ | 13,710 | 13,710 | 100% | 1,371 | 12,339 | |
| | Total | \$41,130.00 | ✓ | 41,130 | 41,130 | 100% | 4,113 | 37,017 | |
| | | | H | I | G | A | J | K | E |

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



RELEASE FORM 1

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
(Civil Code §3262(d)(2))

Upon receipt of the undersigned of a check from

Opus West Construction Corporation

(Maker of Check)

in the sum of \$ 37,017.00

(Amount of Check)

payable to JW Contract Blinds, Inc.

(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of Opus West Corporation

(Owner)

located at 10301 Meanly Dr., San Diego, CA 92131

(Job Description)

to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished to

Opus West Construction Corporation

(Your Customer)

through 2/28/09

(Date)

only, and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received: extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 2/9/09

JW Contract Blinds, Inc.

(Company Name)

By [Signature]

Office Manager

(Title)

NOTE: This form of release complies with the requirements of Civil Code Section 3262(d)(1). It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank.



JW Contract Blinds, Inc.

4655 30th Street

San Diego, CA 92116

Phone # 619-325-1877 Fax # 619-325-1876

Invoice

Date 5/18/2009

Invoice # 3028A

Web Site www.jwblinds.com

Bill To

Opus West Construction Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

Project

Horizon Tech
10301 Meanly Dr.
San Diego, CA 92131

JW P.O. # 1988

Customer Job #

| <u>Item Code</u> | <u>Description</u> | <u>Curr %</u> | <u>Est Amt</u> | <u>Amount</u> |
|------------------|---|---------------|----------------|---------------|
| Install Labor | Provide and Install Vertical Blinds for Buildings A, B, and C | 10.00% | 41,130.00 | 4,113.00 |

| | |
|--------------------|-------------------|
| Payments/Credits | \$0.00 |
| Balance Due | \$4,113.00 |
| Terms | Net 30 |

Rep:

| | |
|--------|--|
| E-mail | tiak@jwblinds.com |
|--------|--|



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: Horizon Tech Center
 Subcontractor: JW Contract Blinds Inc.
 Supplier #: 1052172
 Address: 4655 30th Street
San Diego, CA 92116
 Phone: (619) 325-1877
 Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
2020 Main Street, Suite 800
Irvine, CA 92614

Project Number: 10262
 Date of Application: 5/18/09
 Application Number: 2
 Period From: 3/1/09 Period To: 3/31/09

CONTRACT INFORMATION

| ITEM | SALES TAX \$(if applicable) | TOTAL (\$) |
|---|-----------------------------|-------------|
| ORIGINAL CONTRACT AMOUNT | | \$41,130.00 |
| OPUS APPROVED CHANGE ORDER # 1 thru # _____ | | |
| CONTRACT AMOUNT TO DATE TOTAL | | \$41,130.00 |

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 41,130.00
 B Less Retainage _____ 10 % \$ 4,113.00
 C Total Earned less Retainage (A - B) \$ 37,017
 D Less Previous Billings (previous req's line C) \$ 37,017
 E Current Payment Due (C - D) \$ 4,113.00
 F Balance to Finish, Plus Retainage (H - A + B) \$ _____
 G Current Gross Amount Completed This Period \$ 41,130.00

SUBCONTRACTOR: JW Contract Blinds Inc. Supplier #: 1052172
 BY: [Signature]
 DATE: 5/18/09

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 | | | | |
| | | | | | I + G | A / H | | G - K |
| 10262.10-G10-12200.00-S | Window Blinds - Subcontract | \$13,710.00 | 13,710 | 1,371 | 13,710 | 100% | - | 1,371 |
| 10262.20-G10-12200.00-S | Window Blinds - Subcontract | \$13,710.00 | 13,710 | 1,371 | 13,710 | 100% | - | 1,371 |
| 10262.30-G10-12200.00-S | Window Blinds - Subcontract | \$13,710.00 | 13,710 | 1,371 | 13,710 | 100% | - | 1,371 |
| | Total | \$41,130.00 | 41,130 | 4,113 | 41,130 | 100% | - | 4,113 |
| | | H | I | G | A | J | K | E |

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



RELEASE FORM 3

Conditional Waiver and Release Upon Final Payment
California Civil Code Section 3262 (d)(3)

Upon receipt by the undersigned of a check from Opus West Construction Corporation
(Maker of Check)

in the sum of \$4,113.00 payable to JW Contract Blinds, Inc.
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the job of Opus West Corporation
(Owner)

located at 10301 Meanly Dr., San Diego, CA 92131

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished to the job, except for disputed claims for additional work in the amount of Zero.
Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Dated: May 18, 2009 JW Contract Blinds, Inc.
(Company Name)

By: _____
(Signature)

Office Manager
(Title)

NOTE: CIVIL CODE 3262 (d)(3) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.