

UNITED STATES BANKRUPTCY COURT		Northern District of Texas	PROOF OF CLAIM
Name of Debtor: OPUS WEST CONSTRUCTION CORPORATION		Case Number: 09-34356	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): RE CUPP CONSTRUCTION, L.P.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	
Name and address where notices should be sent: Harrison Steck, P.C., Counsel for RE CUPP CONSTRUCTION, L.L.P. 512 Main Street, Suite 1100, Fort Worth, Texas 76106, Attn: Andrew Piel; apiel@harrisonsteck.com		Court Claim Number: _____ (If known)	
Telephone number: (817) 348-0400		Filed on: _____	
Name and address where payment should be sent (if different from above): <div style="text-align: center;">FILED AUG 25 2009 TAWANA C. MARSHALL, CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS</div>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: _____		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ <u>141,907.42</u>		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.	
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.		Specify the priority of the claim.	
If all or part of your claim is entitled to priority, complete item 5.			
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	
2. Basis for Claim: <u>Services & Materials</u> (See instruction #2 on reverse side.)		<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).	
3. Last four digits of any number by which creditor identifies debtor: _____		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).	
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<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).	
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 type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ 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 of Secured Claim: \$ _____ Amount Unsecured: \$ _____		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).	
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().	
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: SEE COPY CONTRACT DOCUMENTS ATTACHED		Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
Date: <u>8/14/2009</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. RANDALL E. CUPP		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.





121 Lakepointe Crossing Phase 2 / 97306.00
02300 /Earthwork
RE Cupp Construction LP / Ryan Pollard
Contact Phone # 817-416-9696
Contact Fax # 817-416-9677
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 27th day of August, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 15455 N. Dallas Parkway - Suite 450, Addison, TX 75001, and RE Cupp Construction LP ("Subcontractor") with its office located at 1320 N. White Chapel Blvd., Southlake, TX 76092.

Contractor and Subcontractor agree as follows:

- Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
- Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as 121 Lakepointe Crossing Phase 2 ("Project"), located at 2525 E. State Hwy 121, Lewisville, TX 75056 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
- Owner. The Owner of the Project is Opus West Corporation ("Owner").
- Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:
Architect: Opus Architects & Engineers, Inc.
Civil Engineer: Jones & Boyd Inc.
Structural Engineer: Opus Architects & Engineers, Inc.
- Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
- Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by 100% progress, so as to allow the entire Project to be substantially completed on or before 12/31/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
- Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 983,603.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
- Riders. The following Riders are attached to and made a part of this Subcontract:
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

Travis Bradley

CONTRACTOR

Opus West Construction Corporation

By:

Paul Lemke

(Print Name)

Vice President of Construction, Texas

(Title)

9-2-08
(Date)

SUBCONTRACTOR

RE Cupp Construction LP

By:

Ryan Pollard

(Print Name)

V.P.

8-28-8
(Date)

SEP 05 2008

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and RE Cupp Construction LP dated 08/27/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

1. 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 Earthwork 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
Title Sheet - Building 3	T1.1	07/08/2008
Final Plat - Building 1	C1	08/04/2008
Paving Plan	C10	08/04/2008
TxDot Paving Plan	C11	08/04/2008
TxDot Paving Plan	C12	08/04/2008
Grading Plan	C13	08/04/2008
Grading Plan	C14	08/04/2008
Wall Plan	C15	08/04/2008
Wall Plan - Building 1	C16	08/04/2008
Existing Drainage Area Map	C17	08/04/2008
Drainage Area Map	C18	08/04/2008
Drainage Area Map	C19	08/04/2008
Final Plat - Building 1	C2	08/04/2008
Storm Sewer Calculations	C20	08/04/2008
Storm Sewer Calculations	C21	08/04/2008
Storm Sewer Plan	C22	08/04/2008
Storm Sewer Plan & Profile	C23	08/04/2008
Storm Sewer Profiles	C24	08/04/2008
Storm Sewer Profiles	C25	08/04/2008
Water & Sanitary Sewer Plan	C26	08/04/2008
Water & Sanitary Sewer Plan	C27	08/04/2008
Sanitary Sewer Plans	C28	08/04/2008
Erosion Control Plan - Building 1	C29	08/04/2008
Final Plat - Building 1	C3	08/04/2008
Erosion Control Plan - Building 1	C30	08/04/2008
Erosion Control Details - Building 1	C31	08/04/2008
Final Plat - Building 1	C4	08/04/2008
Demolition Plan - Building 1	C5	08/04/2008
Overall Site Plan	C6	08/04/2008
Site Plan A	C7	08/04/2008
Site Plan B	C8	08/04/2008

Paving Plan	C9	08/04/2008
Cover Sheet	CS	08/04/2008
Paving Details - Building 1	D1	07/14/2008
Standard City Details - Building 1	D2	07/14/2008
Standard City Details - Building 1	D3	07/14/2008
Standard City Details - Building 1	D4	07/14/2008
Standard City Details - Building 1	D5	07/14/2008
Standard City Details - Building 1	D6	07/14/2008
Standard City Details - Building 1	D7	07/14/2008
Landscape Plan - Building 1	L1	07/14/2008
Landscape Plan - Building 1	L2	07/14/2008
Landscape Plan - Building 1	L3	07/14/2008
Existing Diagram - Existing Building - Building 1	A0.1	07/14/2008
Existing Diagram - Building 3	A0.1	07/08/2008
Existing Diagram - Addition - Building 1	A0.2	07/14/2008
Site Plan - Building 1	A1.1	07/14/2008
Site Plan - Building 3	A1.1	07/08/2008
Overall Floor Plan - Building 1	A2.0	07/14/2008
Overall Floor Plan - Building 3	A2.0	07/08/2008
Floor Plan - Quadrant A - Building 1	A2.1	07/14/2008
Floor Plan - West - Building 3	A2.1	07/08/2008
Floor Plan - Quadrant B & Door Information - Building 1	A2.2	07/14/2008
Floor Plan - East - Building 3	A2.2	07/08/2008
Floor Plan - Quadrant C & Window Information - Building 1	A2.3	07/14/2008
Roof Plan And Details - Building 3	A2.3	07/08/2008
Floor Plan - Quadrant D - Building 1	A2.4	07/14/2008
Enlarged Floor Plans and Details - Building 3	A2.4	07/08/2008
Roof Plan & Details - Building 1	A2.5	07/14/2008
Enlarged Floor Plans - Building 1	A2.6	07/14/2008
Enlarged Floor Plans & Details - Building 1	A2.7	07/14/2008
Exterior Elevations - Building 1	A3.1	07/14/2008
Exterior Elevations - Building 3	A3.1	07/08/2008
Exterior Elevations - Building 1	A3.2	07/14/2008
Enlarged Exterior Elevations - Building 3	A3.2	07/08/2008
Enlarged Exterior Elevations - Building 1	A3.3	07/14/2008
Enlarged Exterior Elevations - Building 3	A3.3	07/08/2008
Wall Sections - Building 1	A4.1	07/14/2008
Wall Sections - Building 3	A4.1	07/08/2008
Construction Details - Building 1	A5.1	07/14/2008
Construction Details - Building 3	A5.1	07/08/2008
Construction Details - Building 1	A5.2	07/14/2008

Construction Details - Building 3	A5.2	07/08/2008
Title Sheet - Building 1	TS	07/14/2008
Structural Title Sheet - Building 1	S1.0	07/14/2008
Title Sheet Structural Notes - Building 3	S1.0	07/08/2008
Statement of Special Inspections - Building 1	S1.1	07/14/2008
Statement of Special Inspections - Building 3	S1.1	07/08/2008
Foundation Plan - West - Building 3	S2.0	07/08/2008
Foundation Plan - Quadrant A - Building 1	S2.1	07/14/2008
Foundation Plan - Quadrant B - Building 1	S2.2	07/14/2008
Foundation Plan - Quadrant C - Building 1	S2.3	07/14/2008
Foundation Plan - Quadrant D - Building 1	S2.4	07/14/2008
Roof Framing Plan - West - Building 3	S3.0	07/08/2008
Roof Framing Plan - Quadrant A - Building 1	S3.1	07/14/2008
Roof Framing Plan - East - Building 3	S3.1	07/08/2008
Roof Framing Plan - Quadrant B - Building 1	S3.2	07/14/2008
Roof Framing Plan - Quadrant C - Building 1	S3.3	07/14/2008
Roof Framing Plan - Quadrant D - Building 1	S3.4	07/14/2008
Panel Elevations - Building 3	S4.0	07/08/2008
Panel Elevations - Building 1	S4.1	07/14/2008
Panel Elevations - Building 3	S4.1	07/08/2008
Panel Elevations - Building 1	S4.2	07/14/2008
Panel Elevations - Building 3	S4.2	07/08/2008
Panel Elevations - Building 1	S4.3	07/14/2008
Sections & Details - Building 3	S4.3	07/08/2008
Panel Elevations - Building 1	S4.4	07/14/2008
Sections and Details - Building 1	S4.5	07/14/2008
Sections and Details - Building 1	S5	07/14/2008
Sections & Details	S5	07/08/2008
Section and Details - Building 1	S6	07/14/2008

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
Full Project Specification book	06/26/2008
Sample Subcontract	06/01/2005
General Conditions of Subcontract	06/01/2005
Supplemental General Conditions of Subcontract (June 2005 - Modified for Texas March, 9, 2006)	03/09/2006
Special Conditions of Subcontract (Modified for 121 Lakepointe Crossing 5/23/2008)	05/23/2008
Exhibit A - Lien Waivers (Pages I-IV)	06/01/2005
Exhibit B - Sample Subcontractor Application for Payment	06/01/2005
Exhibit C - Certificate of Insurance Sample	06/01/2005
Subcontractor Pre-Qualification Statement (Modified 2/8/2008)	02/08/2008
Instructions to Bidders	06/27/2008
Bid Forms (Earthwork, Site Utilities, Striping)	06/27/2008
Project Schedule	06/27/2008
Drawing Log	06/27/2008

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 Provide lien releases from all second and third tier subcontractors/suppliers.
- 2 Outback truck docks to paving subgrade.
- 3 Load & Export excess dirt.
- 4 Moisture condition building pads per Reed Engineering's 8/15/08 Soil Moisture Report. (Bldg 3 estimated depth is 8'-0")
- 5 Fine grade paving.
- 6 Demo existing paving for Bldg 1 expansion.
- 7 Provide and place 6" flex base cap for both building pads.
- 8 Alternate pricing #1 & #2 is accepted.

This Subcontract excludes the following:

- 1 Export of other subs' spoils
- 2 Sidewalk excavation
- 3 All erosion controls (except silt fence)
- 4 Rock excavation
- 5 Testing
- 6 Water Meter

2. Schedule. Subcontractor will adhere to the following milestones set forth in the Schedule:

N/A

Schedule Notes**3. Subcontract Sum Breakdown****Subcontract Recap**

Sub-Job Number	Sub-Job Name	Name	Rate
97306.01	121 Lakepointe Crossing - General Conditions - Phase II	Earthwork	\$983,603.00
Total			\$ 983,603.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Earthwork - Subcontract	97306.01-B20-02300.00-S	\$983,603.00
Total		\$983,603.00

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 until :

Unit Price List

Name	Rate	Quantity UOM
Construction Entrance	\$2,000.00	Each
Cut/Fill	\$2.73	Cubic Yd
Fine Grading Paving	\$0.05	Sq Foot
Flex Base Cap (Bldg Pad)	\$5.10	Sq Yard
Load & Export Excess Dirt	\$3.84	Cubic Yd
MC Building Pad	\$2.61	Cubic Yd

5. Alternates.

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

Alternates

Line Number	Name	Amount
1	Add for (2) construction entrances	\$ 4,000.00
2	Add for silt fence install (maintained while on-site)	\$ 1,620.00
3	Backfill curbs utilizing onsite material	\$ 20,591.00

The alternate prices shall be in effect until :

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 RE Cupp Construction LP dated 08/27/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

Section 1. Licensing.

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

Section 2. Change Orders.

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

Section 3. Pay When and If Paid.

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

Section 4. Title to Work.

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

Section 5. Indemnification.

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

(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.

Section 6. Payments Withheld.

Notwithstanding anything to the contrary in this Subcontract, Contractor shall retain ten percent (10%) of the entire Subcontract Sum until thirty (30) days following Final Completion of the entire Project by withholding ten percent (10%) of each progress payment.

121 Lakepointe Crossing Phase 2 / 97306.00
Earthwork

Section 7. Payment Bond.

Any payment bonds required by Contractor under this Subcontract will fully comply with all requirements of Section 53.201 et. seq. of the Texas Property Code.

Section 8. Limitations.

If any limitation of time applicable to Subcontractor contained in this Subcontract for the bringing of any action, the enforcement of any remedy, or the recovery of any claim is prohibited or invalid by or under applicable law, then such provision shall be reformed and in that event no suit or action shall be commenced or maintainable in respect of such action, remedy or claim unless commenced within two years and one day after such cause of action, remedy or claim accrues.

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 RE Cupp Construction LP dated 08/27/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

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

(a) Workers' Compensation

Statutory Limits

Employer's Liability, including "Stop Gap" coverage
and USL&H if applicable

\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee

Commercial General Liability
(Electrical, HVAC, Plumbing, Fire Protection Sprinkler,
Steel Erection, Elevator, Excavating,
Roofing, Foundation and Curtain Wall Subcontractors)

\$5,000,000 each occurrence
\$5,000,000 products/completed operations aggregate
\$5,000,000 general aggregate minimum \$2,000,000
per project)

Commercial General Liability
(All Other Subcontractors)

\$2,000,000 each occurrence
\$2,000,000 products/completed operations aggregate
\$2,000,000 general aggregate (per project)

Commercial Automobile Liability

\$1,000,000 any one accident or loss

Professional Liability (to the extent required of Subcontractor
under the Subcontract Documents)

\$1,000,000 each claim
\$1,000,000 annual aggregate

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

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

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

2 Contractor's Builder's Risk Insurance.

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

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

If (i) the Project suffers an insurable loss, (ii) the loss is due in part to the negligence of Subcontractor and (iii) an insurance deductible amount (not to exceed \$25,000.00) 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



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 12/01/2008

Change Order #: 1

To Subcontract Agreement dated: 08/27/2008

Earthwork

CON-97306.00-7

02300

TO: RE Cupp Construction LP
1320 N. White Chapel Blvd.
Southlake, TX 76092

PROJECT: 121 Lakepointe Crossing Phase 2
2525 E. State Hwy 121
Lewisville, TX 75056

CHANGE DETAILS

Item	Description	Amount
1	Based on the topography plan by JBI, there was an additional 6,340cy of excess dirt that RE CUPP had to remove from the site.	\$24,346.00
		<hr/> \$24,346.00

SCHEDULE

Completion date of original contract will not be adjusted, unless noted herein.

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
97306.01-B20-02300.00-S	\$983,603.00	\$24,346.00	\$1,007,949.00
	\$983,603.00	\$24,346.00	\$1,007,949.00

Original Contract Amount.....	\$983,603.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$24,346.00
Contract Amount to Date.....	\$1,007,949.00

ACKNOWLEDGEMENT

Please sign and return all original copies

RE Cupp Construction LP

OPUS West Construction Corporation

Randy Cupp
Printed Name

12-3-08
Date

Travis Bradley
Printed Name

12-4-08
Date

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

DEC 05 2008



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 12/22/2008

Change Order #: 2

To Subcontract Agreement dated: 08/27/2008

TO: RE Cupp Construction LP
1320 N. White Chapel Blvd.
Southlake, TX 76092

PROJECT: 121 Lakepointe Crossing Phase 2
2525 E. State Hwy 121
Lewisville, TX 75056

Earthwork
CON-97306.00-7
02300

CHANGE DETAILS

Item	Description	Amount
1	RE CUPP was directed to perform the following extras to their contract: 1) There were 1,560cy of excess dirt that needed to be removed off-site = \$5,990. 2) Fine grade paving in the truck court area after Wright Construction installed their site utilities (this cost will be back charged to Wright) = \$6,965.	\$12,955.00
		<u>\$12,955.00</u>

SCHEDULE

Completion date of original contract will not be adjusted, unless noted herein.

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
97306.01-B20-02300.00-S	\$1,007,949.00	\$12,955.00	\$1,020,904.00
	<u>\$1,007,949.00</u>	<u>\$12,955.00</u>	<u>\$1,020,904.00</u>

Original Contract Amount.....	\$983,603.00
Previously Approved Change Orders.....	\$24,346.00
Amount this Change Order.....	\$12,955.00
Contract Amount to Date.....	<u>\$1,020,904.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

RE Cupp Construction LP

OPUS West Construction Corporation

Bandy Cupp
Printed Name

12-23-08
Date

Travis Bradley
Printed Name

12-23-08
Date

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



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 03/09/2009
Change Order #: 3
To Subcontract Agreement dated: 08/27/2008

Earthwork
CON-97306.00-7
02300

TO: RE Cupp Construction LP
1320 N. White Chapel Blvd.
Southlake, TX 76092

PROJECT: 121 Lakepointe Crossing Phase 2
2525 E. State Hwy 121
Lewisville, TX 75056

CHANGE DETAILS

Item	Description	Amount
1	RE CUPP was directed to perform the following: 1) Haul-off of 3,460cy of extra dirt & unused top soil from site. 2) Fine grading on adjacent site where we stock piled the project dirt. 3) Haul-off of concrete & trash located during excavation of site.	\$16,407.00
		<hr/> \$16,407.00

SCHEDULE

Completion date of original contract will not be adjusted, unless noted herein.

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
97306.01-B20-02300.00-S	\$1,020,904.00	\$16,407.00	\$1,037,311.00
	<hr/> \$1,020,904.00	<hr/> \$16,407.00	<hr/> \$1,037,311.00
Original Contract Amount.....			\$983,603.00
Previously Approved Change Orders.....			\$37,301.00
Amount this Change Order.....			\$16,407.00
Contract Amount to Date.....			<hr/> \$1,037,311.00

ACKNOWLEDGEMENT

Please sign and return all original copies

RE Cupp Construction LP

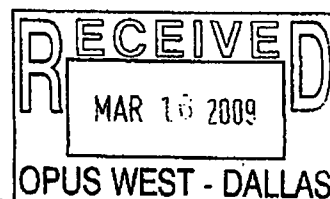
OPUS West Construction Corporation

Randy Cupp
Printed Name
3-12-09
Date

Travis Bradley
Printed Name
3-15-09
Date

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

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





SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: 121 Lakepointe Crossing Phase 2 Project Number: 97306
Subcontractor: RE Cupp Construction LP Date of Application: 3-25-2009
Supplier #: 1007651 Application Number: 6
Address: 1320 N. White Chapel Blvd. Period From: 3-31-09 Period To: 3-31-09
Southlake, TX 76092
Phone: 817-416-9696
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

Final Thru
Change Order #3
Inv. # 081-08-044-6

CONTRACT INFORMATION

ITEM	SALES TAX (\$/lf applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$983,603.00
OPUS APPROVED CHANGE ORDER thru # 3		\$53,708.00
CONTRACT AMOUNT TO DATE TOTAL		\$1,037,311.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$1,037,311.00
B Less Retainage 10 % \$ -
C Total Earned less Retainage (A - B) \$1,037,311.00
D Less Previous Billings (previous req's line C) \$ 933,599.90
E Current Payment Due (C - D) \$ 103,731.10
F Balance to Finish, Plus Retainage (H - A + B) \$ -
G Current Gross Amount Completed This Period \$ 103,731.10

\$1,037,311.00

\$ 103,731.10

Retainage

SUBCONTRACTOR:

RE Cupp Construction LP

Supplier #: 1007651

BY:

DATE:

03-25-09

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				
97306.01-B20-02300.00-S	Earthwork - Subcontract	\$1,037,311.00	1,037,311.00		1,037,311.00	100	-	-
	Total	\$1,037,311.00	1,037,311.00		1,037,311.00	100	-	-
		H	I	G	A	J	K	E

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Shaded area for OPUS accounting use only. G/L Exp

EXHIBIT A (Page 3 of 4)

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: 121 Lakepointe Crossing Phase 2

Job No.: 97306

On receipt by the undersigned of a check from

OPUS WEST CORP

(Maker of Check)

in the sum of 103,731.10

(Amount of Check)

payable to

R.E. CUPP CONSTR.

(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of OPUS WEST CORP.

(Owner)

located at 2525 E. State Hwy 121, Lewisville Tx

(Job Description)

75056

to the following extent. This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the jobsite or to

OPUS WEST CORP

(Person with whom undersigned contracted))

except for disputed claims in the amount of \$.00. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

R. E. CUPP CONSTRUCTION, L.P.

1320 N. WHITE CHAPEL BLVD.

SOUTHLAKE, TX 76092

3-25-2009

(Date)

(Company Name)

Randy Cupp

(Signature)

Randy Cupp / Pres.

(Title)

CONTINUATION PAGE

Page 2 of 2

Payment Application containing Contractor's signature is attached.

PROJECT: 121 Lakepointe Crossing 08-044
121 Lakepointe Crossing Phase 2

APPLICATION #: 6 Final
DATE OF APPLICATION: 03/25/2009
PERIOD THRU: 03/31/2009
PROJECT #: 97306

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Clear, Grub & Utilize onsite	\$7,483.00	\$7,483.00	\$0.00	\$0.00	\$7,483.00	100%	\$0.00	
2	Clear, Grub & Export Strippings	\$34,367.00	\$34,367.00	\$0.00	\$0.00	\$34,367.00	100%	\$0.00	
3	Cut & Fill Site	\$17,420.00	\$17,420.00	\$0.00	\$0.00	\$17,420.00	100%	\$0.00	
4	Cutback Truck Docks to paving subgrade	\$28,379.00	\$28,379.00	\$0.00	\$0.00	\$28,379.00	100%	\$0.00	
5	Load & Export Common	\$159,821.00	\$159,821.00	\$0.00	\$0.00	\$159,821.00	100%	\$0.00	
6	8" MC @ Bldg B Per Travis & Bldg A Per Geotech	\$313,967.00	\$313,967.00	\$0.00	\$0.00	\$313,967.00	100%	\$0.00	
7	Fine Grade Paving	\$24,692.00	\$24,692.00	\$0.00	\$0.00	\$24,692.00	100%	\$0.00	
8	Demo Concrete Paving	\$21,581.00	\$21,581.00	\$0.00	\$0.00	\$21,581.00	100%	\$0.00	
9	Provide & Place 6" Base @ Pad	\$345,780.00	\$345,780.00	\$0.00	\$0.00	\$345,780.00	100%	\$0.00	
10	Engineering/Staking for R.E. Cup's Scope only	\$24,493.00	\$24,493.00	\$0.00	\$0.00	\$24,493.00	100%	\$0.00	
11	Construction Entrance	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	
12	Sill Fence	\$1,620.00	\$1,620.00	\$0.00	\$0.00	\$1,620.00	100%	\$0.00	
13	CO #1	\$24,346.00	\$24,346.00	\$0.00	\$0.00	\$24,346.00	100%	\$0.00	
14	CO #2	\$12,955.00	\$12,955.00	\$0.00	\$0.00	\$12,955.00	100%	\$0.00	
15	CO #3	\$16,407.00	\$16,407.00	\$0.00	\$0.00	\$16,407.00	100%	\$0.00	
	TOTALS	\$1,037,311.00	\$1,037,311.00	\$0.00	\$0.00	\$1,037,311.00	100%	\$0.00	

CONTINUATION PAGE FOR PAYMENT APPLICATION

QSS, INC. DOCUMENT

SUBCONTRACTOR: R.E. Cudd Construction, L.P.
 CONTRACT DATE: 9-27-08
 CONTRACT AMOUNT: \$983,603.00
 PROJECT NAME: 121 Lake Point Crossing Phase 2 / 97306

APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:
PROJECT NO.: 97306

[illegible]

PAYMENT APPLICATION

Page 1

TO: Opus West Construction Corp. 15455 N. Dallas Parkway Suite 450 Addison, TX 75001 Attn: Monek Smith FROM: R.E. CUPP CONSTRUCTION, L.P. 1320 N. WHITE CHAPEL BLVD. SOUTHLAKE, TX 76092 FOR: Earthwork	PROJECT NAME AND LOCATION: 121 Lakepointe Crossing Phase 2 2525 E. State Hwy 121 Lewisville, TX 75056 ARCHITECT:	APPLICATION # 6 Final PERIOD THRU: 03/31/2009 PROJECT #: 97306 DATE OF CONTRACT: 08/28/2008 Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
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CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$983,603.00
2. SUM OF ALL CHANGE ORDERS	\$53,708.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,037,311.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,037,311.00
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,037,311.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$933,579.90
8. PAYMENT DUE	\$103,731.10
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$53,708.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$53,708.00	\$0.00
NET CHANGES	\$53,708.00	

PAYMENT APPLICATION

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: R.E. CUPP CONSTRUCTION, L.P.

By: _____ Date: _____
 Randy Cupp, President

State of: TX
 County of: TARRANT

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
 My Commission Expires: 02-01-2013

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: _____ Date: _____

By: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

QSS, INC. DOCUMENT



SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name: 121 Lakepointe Crossing Phase 2 Project Number: 97306
Subcontractor: RE Cupp Construction LP Date of Application: 03-25-2009
Supplier #: 1007651
Address: 1320 N. White Chapel Blvd. Application Number: 5
Southlake, TX 76092 Period From: 01-01-09 Period To: 03-31-09
Phone: 817-416-9696
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

Inv. # 080-08-044-5

CONTRACT INFORMATION

ITEM	SALES TAX (\$/if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$983,603.00
OPUS APPROVED CHANGE ORDER thru # 3		\$53,708.00
CONTRACT AMOUNT TO DATE TOTAL		\$1,037,311.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$1,037,311.00
B Less Retainage 10 % \$103,731.10
C Total Earned less Retainage (A - B) \$933,579.90
D Less Previous Billings (previous req's line C) \$909,477.54
E Current Payment Due (C - D) \$24,102.36
F Balance to Finish, Plus Retainage (H - A + B) \$103,731.10
G Current Gross Amount Completed This Period \$

SUBCONTRACTOR:

RE Cupp Construction LP

Supplier #: 1007651

BY:

DATE:

03-25-2009

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				
97306.01-B20-02300.00-S	Earthwork - Subcontract	\$1,037,311.00	1,010,530.60	26,780.40	1,037,311.00	100	2678.04	24,102.36
	Total	\$1,037,311.00	1,010,530.60	26,780.40	1,037,311.00	100	2678.04	24,102.36
			H	I	G	A	J	K

Entered By:

Accounting

Date

Approved By:

Project Manager

Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Name	Date	G/L Exp
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CONTINUATION PAGE

Page 2 of 2

Payment Application containing Contractor's signature is attached.

PROJECT: 121 Lakepointe Crossing 08-044
121 Lakepointe Crossing Phase 2

APPLICATION #: 5
DATE OF APPLICATION: 03/25/2009
PERIOD THRU: 03/31/2009
PROJECT #s: 97306

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Clear, Grub & Utilize onsite	\$7,483.00	\$7,483.00	\$0.00	\$0.00	\$7,483.00	100%	\$0.00	
2	Clear, Grub & Export Strippings	\$34,367.00	\$34,367.00	\$0.00	\$0.00	\$34,367.00	100%	\$0.00	
3	Cut & Fill Site	\$17,420.00	\$17,420.00	\$0.00	\$0.00	\$17,420.00	100%	\$0.00	
4	Culback Truck Docks to paving subgrade	\$28,379.00	\$28,379.00	\$0.00	\$0.00	\$28,379.00	100%	\$0.00	
5	Load & Export Common	\$159,821.00	\$159,821.00	\$0.00	\$0.00	\$159,821.00	100%	\$0.00	
6	8 MC @ Bldg B Per Travis & Bldg A Per Geotech	\$313,967.00	\$313,967.00	\$0.00	\$0.00	\$313,967.00	100%	\$0.00	
7	Fine Grade Paving	\$24,692.00	\$24,692.00	\$0.00	\$0.00	\$24,692.00	100%	\$0.00	
8	Demo Concrete Paving	\$21,581.00	\$21,581.00	\$0.00	\$0.00	\$21,581.00	100%	\$0.00	
9	Provide & Place 6" Base @ Pad	\$345,780.00	\$336,406.60	\$10,373.40	\$0.00	\$345,780.00	100%	\$0.00	
10	Engineering/Staking for R.E. Cupp's Scope only	\$24,493.00	\$24,493.00	\$0.00	\$0.00	\$24,493.00	100%	\$0.00	
11	Construction Entrance	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	
12	Silt Fence	\$1,620.00	\$1,620.00	\$0.00	\$0.00	\$1,620.00	100%	\$0.00	
13	CO #1	\$24,346.00	\$24,346.00	\$0.00	\$0.00	\$24,346.00	100%	\$0.00	
14	CO #2	\$12,955.00	\$12,955.00	\$0.00	\$0.00	\$12,955.00	100%	\$0.00	
15	CO #3	\$16,407.00	\$0.00	\$16,407.00	\$0.00	\$16,407.00	100%	\$0.00	
TOTALS		\$1,037,311.00	\$1,010,530.60	\$26,780.40	\$0.00	\$1,037,311.00	100%	\$0.00	

CONTINUATION PAGE FOR PAYMENT APPLICATION

QSS, INC. DOCUMENT

SUBCONTRACTOR: R.E. Cugo Constn., L.P.
CONTRACT DATE: 8-27-08
CONTRACT AMOUNT: \$983,603.00
PROJECT NAME: 121 Lake Point Crossing Phase 2/ 97306

APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:
PROJECT NO.: 97306

[illegible]

FEB 18 2009

EXHIBIT A (Page 1 of 4)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing Phase 2
 Job No.: 97306

On receipt by the undersigned of a check from
R.E. Cope Constr., L.P.
(Maker of Check)
 in the sum of \$2030.85 (Inv. # 115921 + 116509)
(Amount of Check)
 payable to Big City Crushed Concrete
(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

Apex West Corp.
(Owner)
 located at 2525 E. State Hwy 121, Lewisville, Tx 75056
(Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to
R.E. Cope Constr., L.P. through 02-28-09
(Person with whom undersigned contracted) (Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any receipt of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

2-18-09

(Date)

Big City Crushed Concrete
 (Company Name)

[Signature]
 (Signature)

Vice President
 (Title)

EXHIBIT A (Page 1 of 4)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing Phase 2Job No.: 97306On receipt by the undersigned of a check from
R.E. Cupp Construction, LP
(Maker of Check)In the sum of 1706.80payable to ACE Concrete (Inv. # 16028 + 16101)
(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of Opus West Constr.
(Owner)

located at 2525 E. State Hwy 121, Lewisville, TX 75056
(Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to R.E. Cupp Constr. LP. through 12-31-08
(Person with whom undersigned contracted) (Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any receipt of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

12-29-08
(Date)ACE Concrete
(Company Name)

JAN 05 2008

SARAH BRET
(Signature)Credit Department
(Title)

original

EXHIBIT A (Page 1 of 4)

FEB 1 2009

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing Phase 2

Job No.: 97306

On receipt by the undersigned of a check from

R.E. Cope Const., L.P.

(Maker of Check)

in the sum of \$945.07

(Amount of Check)

payable to Trymor Trucking, Inc. for invoices # 65676, 65679,

(Payee or Payees of Check)

and # 65724

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

Ogus West, Corp.

(Owner)

located at 2525 E. State Hwy 121, Louisville, Tx 75056

(Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to

R.E. Cope Const., L.P.

(Person with whom undersigned contracted)

through 01-23-09

(Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any receipt of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

2/16/09
(Date)

Trymor

(Company Name)

He

(Signature)

President

(Title)

original

EXHIBIT A (Page 1 of 4)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing Phase 2
Job No.: 97306

On receipt by the undersigned of a check from
R.E. Cuper Constr., L.P.
(Maker of Check)
in the sum of \$335.55 (for Invoice # 65800)
(Amount of Check)
payable to TryMor Trucking, Inc.
(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of Opus West Corp.
(Owner)

located at 2525 E. State Hwy 121, Lewisville Tx 75056
(Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to R.E. Cuper Constr., L.P. through 02-02-09
(Person with whom undersigned contracted) (Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any receipt of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

2/24/09
(Date)

TryMor Trucking
(Company Name)

Man
(Signature)

President
(Title)

FEB 27 2009

DEC 30 2008

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing Phase 2
Job No.: 97306

On receipt by the undersigned of a check from
R.E. Cope Const., L.P.
(Maker of Check)
in the sum of \$480.00 (Invoice #65494)
(Amount of Check)
payable to Trymor Trucking, Inc.
(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of Ogus West, Corp.
(Owner)

located at 2525 E. State Hwy 121, Lewisville, Tx 75056
(Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to R.E. Cope Const., L.P. through 12-02-08
(Person with whom undersigned contracted) (Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any receipt of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

12/29/08
(Date)

Trymor Trucking, Inc.
(Company Name)

Paul Murphy
(Signature)
General Manager
(Title)

EXHIBIT A (Page 1 of 4)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing Phase 2
 Job No.: 97306

On receipt by the undersigned of a check from
R.E. Cragg Const., L.P.

In the sum of \$8912.00 - (Eight thousand nine hundred twelve dollars)
 payable to Trymor Trucking, Inc. for invoices 65404 and 65407

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

Open West, Corp.
 located at 2525 E. State Hwy 121, Louisville, Tx 75056

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to
R.E. Cragg Const., L.P. through 02-25-09

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any receipt of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

March 10, 2009
 (Date)

Trymor Trucking, Inc.
 (Company Name)

Brent M. Clum
 (Signature)

Vice President
 (Title)

PAYMENT APPLICATION

Page 1

TO: Opus West Construction Corp. 15455 N. Dallas Parkway Suite 450 Addison, TX 75001 FROM: R.E. CUPP CONSTRUCTION, L.P. 1320 N. WHITE CHAPEL BLVD. SOUTHLAKE, TX 76092 FOR: Earthwork	PROJECT NAME AND LOCATION: 121 Lakepointe Crossing Phase 2 2525 E. State Hwy 121 Lewisville, TX 76056 ARCHITECT:	APPLICATION # 5 PERIOD THRU: 03/31/2009 PROJECT #s: 97306 DATE OF CONTRACT: 08/28/2008 Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
--	---	---

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$983,603.00
2. SUM OF ALL CHANGE ORDERS	\$53,708.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,037,311.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,037,311.00
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$103,731.10
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$103,731.10
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$933,579.90
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$909,477.54
8. PAYMENT DUE	\$24,102.36
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$103,731.10

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$37,301.00	\$0.00
Total approved this month	\$16,407.00	\$0.00
TOTALS	\$53,708.00	\$0.00
NET CHANGES	\$53,708.00	

PAYMENT APPLICATION

QSS, INC. DOCUMENT

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: R.E. CUPP CONSTRUCTION, L.P.

By: Randy Cupp, President

Date:

State of: TX

County of: TARRANT

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires: 02-01-2013

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By:

Date:

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

R.E. CUPP CONSTRUCTION, L.P.

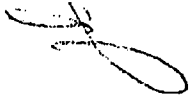
1320 N. White Chapel Blvd.
Southlake, TX 76092
817-416-9696
Fax 817-416-9677

Invoice

DATE	INVOICE #
11/4/2008	432-08-044

BILL TO
Opus West Construction Corp 15455 N. Dallas Parkway, Ste. 450 Addison, TX 75001 Attn: TRAVIS BRADLEY

PAY REQUEST		PROJECT
X-RCO		Generator Maint

DESCRIPTION	AMOUNT
Charges for maintaining OPUS Generators @ 121 Lakepointe Center project thru the end of October08	0.00
Sept thru October 27 2008 136 gallons @ \$4.00 per gallon	544.00
<p>Andrew: Opus will not pay without official change order. It was req'd Nov. '08</p> <p> 4/15/9</p>	
Thank you for your business.	Total \$544.00

R.E. CUPP CONSTRUCTION, L.P.

1320 N. White Chapel Blvd.

Southlake, TX 76092

817-416-9696

Fax 817-416-9677

Invoice

DATE	INVOICE #
4/14/2009	115-08-044

BILL TO
Opus West Construction Corp 15455 N. Dallas Parkway, Ste. 450 Addison, TX 75001

PAY REQUEST	TERMS	PROJECT
Extra		121 Lakepointe C...

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
12G Motor ...	Caterpillar 12G Motor Grader \$145.00/hr If applicable Delivery \$275.00	11	145.00	1,595.00
Move In	Move-In/Delivery of Equipment ***CUT DRAINAGE DITCH ON EAST SIDE OF PROPERTY*** <i>Andrew:</i> <i>"New</i> <i>Request for</i> <i>Change Order"</i> <i>Dated 4/14/09</i>	1	275.00	275.00
Thank you for your business.			Total	\$1,870.00



SUBCONTRACTOR APPLICATION FOR PAY

Scan
+ emailed
12/23/08

Project Name: 121 Lakewood Crossing Phase 2
Subcontractor: RE Cupp Construction LP
Supplier #: 1007651
Address: 1320 N. White Chapel Blvd.
Southlake, TX 76092
Phone: 817-416-9696
Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

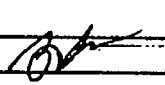
Project Number: 97306
Date of Application: 12-25-2008
Application Number: 4
Period From: 12-01-08 Period To: 12-31-08

Inv. # 502-08-044-4

CONTRACT INFORMATION

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$983,603.00
OPUS APPROVED CHANGE ORDER thru # 2		\$37,301.00
CONTRACT AMOUNT TO DATE TOTAL		\$1,020,904.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$1,010,530.60
B Less Retainage 10 % \$101,053.06
C Total Earned less Retainage (A - B) \$909,477.54
D Less Previous Billings (previous req's line C) \$897,817.68
E Current Payment Due (C - D) \$11,659.86
F Balance to Finish, Plus Retainage (H - A + B) \$111,426.44
G Current Gross Amount Completed This Period \$12,955.00
SUBCONTRACTOR: RE Cupp Construction LP Supplier #: 1007651
BY: 
DATE: 12-25-2008

APPLICATION BREAKDOWN

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

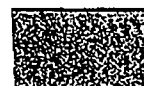
Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
97306.01-B20-02J00.00-S	Earthwork - Subcontract	\$1,020,904.00	997,576.60	12,955.00	1,010,530.60	99%	1,295.50	11,659.50
	Total	\$1,020,904.00	997,576.60	12,955.00	1,010,530.60	99%	1,295.50	11,659.50
		H	I	G	A	J	K	E

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

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



See
Change Orders
1, 2 & 3



CONTINUATION PAGE

Page 2 of 2

Payment Application containing Contractor's signature is attached.

PROJECT: 121 Lakepointe Crossing 08-044
121 Lakepointe Crossing Phase 2

APPLICATION #: 4
DATE OF APPLICATION: 12/25/2008
PERIOD THRU: 12/31/2008
PROJECT #s: 97306

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (if Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Clear, Grub & Utilize onsite	\$7,483.00	\$7,483.00	\$0.00	\$0.00	\$7,483.00	100%	\$0.00	
2	Clear, Grub & Export Stripings	\$34,367.00	\$34,367.00	\$0.00	\$0.00	\$34,367.00	100%	\$0.00	
3	Cut & Fill Site	\$17,420.00	\$17,420.00	\$0.00	\$0.00	\$17,420.00	100%	\$0.00	
4	Cutback Truck Docks to paving subgrade	\$28,379.00	\$28,379.00	\$0.00	\$0.00	\$28,379.00	100%	\$0.00	
5	Load & Export Common	\$159,821.00	\$159,821.00	\$0.00	\$0.00	\$159,821.00	100%	\$0.00	
6	8" MC @ Bldg B Per Travis & Bldg A Per Geotech	\$313,967.00	\$313,967.00	\$0.00	\$0.00	\$313,967.00	100%	\$0.00	
7	Fine Grade Paving	\$24,692.00	\$24,692.00	\$0.00	\$0.00	\$24,692.00	100%	\$0.00	
8	Demo Concrete Paving	\$21,581.00	\$21,581.00	\$0.00	\$0.00	\$21,581.00	100%	\$0.00	
9	Provide & Place 6" Base @ Pad	\$345,760.00	\$335,406.60	\$0.00	\$0.00	\$335,406.60	97%	\$10,373.40	
10	Engineering/Staking for R.E. Cupp's Scope only	\$24,493.00	\$24,493.00	\$0.00	\$0.00	\$24,493.00	100%	\$0.00	
11	Construction Entrance	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100%	\$0.00	
12	Silt Fence	\$1,620.00	\$1,620.00	\$0.00	\$0.00	\$1,620.00	100%	\$0.00	
13	CO #1	\$24,346.00	\$24,346.00	\$0.00	\$0.00	\$24,346.00	100%	\$0.00	
14	CO #2	\$12,955.00	\$0.00	\$12,955.00	\$0.00	\$12,955.00	100%	\$0.00	
15	CO #3	164,407.00							100%
TOTALS		\$1,020,904.00	\$997,575.60	\$12,955.00	\$0.00	\$1,010,530.60	99%	\$10,373.40	

CONTINUATION PAGE FOR PAYMENT APPLICATION

QSS, INC. DOCUMENT

3/09
I.N.V.
4

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lake Pointe Crossing Phase 2
 Job No.: 97306

On receipt by the undersigned of a check from
OPUS WEST CORP
(Maker of Check)
 in the sum of \$11,659.86
(Amount of Check)
 payable to R. E. CUPP CONSTR., L.P.
(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of OPUS WEST CORP
(Owner)

located at 2525 E. State Hwy 121, Lewisville, Tx 75056
(Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to OPUS WEST CORP through
(Person with whom undersigned contracted) (Date)


only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any receipt of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

12-25-2008
(Date)

R. E. CUPP CONSTRUCTION, L.P.
1320 N. WHITE CHAPEL BLVD.
SOUTHLAKE, TX 76092

(Company Name)


(Signature)
Randy Cupp Pres.
(Title)

SUBCONTRACTOR: R.E. Cudd Constr., L.P.
CONTRACT DATE: 9-27-08
CONTRACT AMOUNT: \$483,603.00
PROJECT NAME: 121 Lake Point Crossing Phase 2 / 97306

APPLICATION NO.:
APPLICATION DATE:
PERIOD TO:
PROJECT NO.: 97306

[illegible]

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepoint Crossing Phase 2

Job No.: 97306

The undersigned has been paid and has received a progress payment in the sum of \$66,513.47 for all labor, services, equipment or material furnished to the jobsite or to R.E. Super Constr. L.P.

(Person with whom undersigned contracted)

on the job of Opus Wood Corp.

(Owner)

located at 2525 E. State Hwy 121, Lewisville Tx

(Job Description)

73056

and does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to R.E. Super Constr. L.P. through 10-31-08

(Person with whom undersigned contracted)

(Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. The undersigned warrants that he wither has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

12/10/08

(Date)

Try Mor Trucking

(Company Name)

[Signature]

(Signature)

President

(Title)

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepoint Crossing Phase 2
Job No.: 97306

The undersigned has been paid and has received a progress payment in the sum of \$126,786.69 for all labor, services, equipment or material furnished to the jobsite or to R.E. Super Concrete, L.P.

(Person with whom undersigned contracted)

on the job of Opus Wood Corp.

(Owner)

located at 2525 E. State Hwy 121, Lewisville Tx

(Job Description)

75056

and does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to

R.E. Super Concrete, L.P. through 10-31-08

(Person with whom undersigned contracted)

(Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. The undersigned warrants that he wither has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

12-10-08
(Date)

Big City Crushed Concrete
(Company Name)

[Signature]
(Signature)

Vice President
(Title)

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

RECEIVED
DEC 13 2008

Project: 121 Lakepoint Crossing Phase 2 By _____

Job No.: 97306

The undersigned has been paid and has received a progress payment in the sum of \$3800.00 for all labor, services, equipment or material furnished to the jobsite or to

R.E. Cuper Constr. L.P.
(Person with whom undersigned contracted)

on the job of Opus Wood Corp.
(Owner)

located at 2525 E. State Hwy 121, Lewisville Tx
(Job Description) 73056

and does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to

R.E. Cuper Constr. L.P. through 10-2-08
(Person with whom undersigned contracted) (Date)

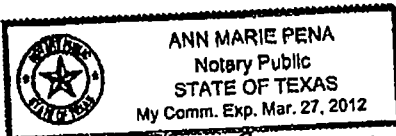
only, and does not cover any retentions, pending modifications and changes or items furnished after that date. The undersigned warrants that he wither has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

12-5-08

(Date)

RENTAL ONR

(Company Name)



Ann Marie Pena 12-5-08

[Signature]

(Signature)

CR men.
(Title)

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepoint Crossing Phase 2
Job No.: 97306

The undersigned has been paid and has received a progress payment in the sum of \$1061.78 for all labor, services, equipment or material furnished to the jobsite or to

R.E. Cuper Constra. L.P.
(Person with whom undersigned contracted)

on the job of Opus West Corp.
(Owner)

located at 2525 E. State Hwy 121, Lewisville Tx
(Job Description) 75056

and does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to

R.E. Cuper Constra. L.P. through 12-8-8
(Person with whom undersigned contracted) (Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. The undersigned warrants that he wither has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

12-8-8
(Date)

10 Point Environmental, Inc.
(Company Name)

Thurman
(Signature)

VP
(Title)

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

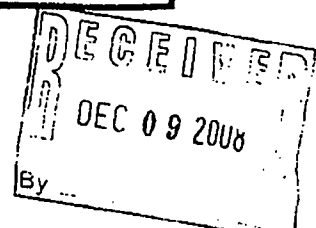


EXHIBIT A (Page 1 of 4)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing Phase 2
 Job No.: 97306

On receipt by the undersigned of a check from
R.E. Cogg Const., L.P.
(Maker of Check)
 In the sum of \$8,950.07
(Amount of Check)
 payable to Big City Crushed Concrete (Inv. # 113359)
(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of Open West Corp.
(Owner)

located at 2525 E. State Hwy 121, Louisville, Tx 75056
(Job Description)
 to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to R.E. Cogg Const., L.P. through 11-20-2008
(Person with whom undersigned contracted) (Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any receipt of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

12-04-08
(Date)

BIG CITY CRUSHED CONCRETE
(Company Name)

[Signature]
(Signature)
Vice President
(Title)

DEC 16 2008

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing Phase 2
 Job No.: 97306

On receipt by the undersigned of a check from
R.E. Cope Const., L.P.
(Maker of Check)
 In the sum of \$2400.⁰⁰ (Invoice # 65419)
(Amount of Check)
 payable to Trymor Trucking, Inc.
(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

Opus West Corp.
(Owner)
 located at 2525 E. State Hwy. 121, Louisville, Tx 75056
(Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to
R.E. Cope Const., L.P. through 11-21-08
(Person with whom undersigned contracted) (Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any receipt of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

December 4, 2008
(Date)

Trymor Trucking, Inc.
(Company Name)

[Signature]
(Signature)

President
(Title)

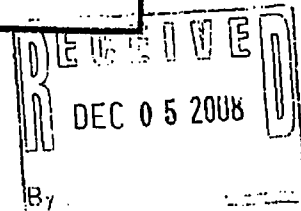


EXHIBIT A (Page 1 of 4)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing Phase 2
 Job No.: 97306

On receipt by the undersigned of a check from
R.E. Cope Const., L.P.
(Maker of Check)
 in the sum of \$2663.75 (Amount of Check)
LTU #65470
 payable to Trymor Trucking, Inc.
(Payee or Payee's of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of Open West Corp.
(Owner)

located at 2525 E. State Hwy 121, Lewisville, Tx 75056
(Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to R.E. Cope Const., L.P. through 11-20-08
(Person with whom undersigned contracted) (Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

December 4, 2008
(Date)

Trymor Trucking, Inc.
(Company Name)

[Signature]
(Signature)

President
(Title)

RECEIVED
 DEC 05 2008

original

EXHIBIT A (Page 1 of 4)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing Phase 2
Job No.: 97306

On receipt by the undersigned of a check from
R.E. Cope Const., L.P. (Maker of Check)

In the sum of \$1056.00 for invoice # 65451 (Amount of Check)

payable to Trymor Trucking, Inc. (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of Ogus West, Corp. (Owner)

located at 2525 E. State Hwy 121, Lewisville, Tx 75056 (Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to R.E. Cope Const., L.P. through 11-24-08 (Person with whom undersigned contracted) (Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any receipt of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

December 11, 2008
(Date)

Trymor Trucking, Inc.
(Company Name)

Brent McClure
(Signature)

Vice President
(Title)

DEC 16 2008

EXHIBIT A (Page 1 of 4)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing Phase 2
 Job No.: 97306

On receipt by the undersigned of a check from
R.E. Cuper Const. Co., L.P.
(Maker of Check)
 In the sum of \$15,652.35
(Amount of Check)
 payable to Big City Crushed Concrete (Inv. #112272)
(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of Opus West Corp.
(Owner)

located at 2525 E. State Hwy 121, Louisville, Tx 75051
(Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to R.E. Cuper Const. Co., L.P. through 10-30-2008
(Person with whom undersigned contracted) (Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any receipt of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

11/7/08
(Date)

BIG CITY CRUSHED CONCRETE
(Company Name)

[Signature]
(Signature)

Vice President
(Title)

NOV 29 2008

original

EXHIBIT A (Page 1 of 4)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing Phase 2
 Job No.: 97306

On receipt by the undersigned of a check from
R.E. Cope Const., L.P. (Maker of Check)
 In the sum of \$48,195.23 (Amount of Check)
 payable to Big City Crushed Concrete (Inv. # 111907) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of

Opus West, Corp. (Owner)
 located at 2525 E. State Hwy 121, Lewisville, Tx 75056 (Job Description)

to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to R.E. Cope Const., L.P. through (Date)
 (Person with whom undersigned contracted)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any receipt of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

11/4/08
 (Date)

Big City Crushed Concrete
 (Company Name)
[Signature]
 (Signature)
Vice President
 (Title)

NOV 29 2008

PAYMENT APPLICATION

Page 1

TO: Opus West Construction Corp. 15455 N. Dallas Parkway Suite 450 Addison, TX 75001 Attn: Monek Smith FROM: R.E. CUPP CONSTRUCTION, L.P. 1320 N. WHITE CHAPEL BLVD. SOUTHLAKE, TX 76092 FOR: Earthwork	PROJECT NAME AND LOCATION: 121 Lakepointe Crossing Phase 2 2525 E. State Hwy 121 Lewisville, TX 75056 ARCHITECT:	APPLICATION # 4 PERIOD THRU: 12/31/2008 PROJECT #s: 97306 DATE OF CONTRACT: 08/28/2008 Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
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CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

CONTRACT AMOUNT	\$983,603.00
2. SUM OF ALL CHANGE ORDERS	\$37,301.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,020,904.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,010,530.60
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$101,053.06
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$101,053.06
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$909,477.54
* LESS PREVIOUS PAYMENT APPLICATIONS	\$897,818.04
8. PAYMENT DUE	\$11,659.50
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$111,426.46

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$24,346.00	\$0.00
Total approved this month	\$12,955.00	\$0.00
TOTALS	\$37,301.00	\$0.00
NET CHANGES	\$37,301.00	

PAYMENT APPLICATION

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: R.E. CUPP CONSTRUCTION, L.P.
By: Randy Cupp, President
Date:

State of: TX
County of: TARRANT
 Subscribed and sworn to before me this day of

Notary Public:
 My Commission Expires: 2-1-2009

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:
By: _____ **Date:** _____
 Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

QSS, INC. DOCUMENT