

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT

PROOF OF CLAIM

Name of Debtor: **In re Opus West Corporation, et al.**

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 of 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):

Hurst Electric L.P.

Name and address where notices should be sent:

**Hurst Electric L.P.
c/o Mike Massad
Winstead P.C.
1201 Elm Street, Suite 5400
Dallas, Texas 75270
Telephone Number. 214.745.5655**

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BMC GROUP

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

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above):

**Hurst Electric L.P.
136 S. Norwood Drive
Hurst, Texas 76053**

Telephone Number. **817-282-3661**

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: **\$373,466.00**

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. Claimant reserves its right (if any) to seek pre and post-petition interest on its claim as well as reasonable attorneys' fees.

2. Basis for Claim: **Performed labor and furnished materials to improve property**
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: **7306 (Lakepointe Crossing Project No.)**

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: **\$Greater than amount of claim** Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim.

Priority: **\$Mechanic's and Materialmen's Lien** Basis for perfection: **Lien affidavits attached**

Amount of Secured Claim: **\$373,466.00** Amount Unsecured: **\$0.00**

Creditor: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

Documents: Attached 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.)

NOT SENT ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER ANNOUNCING.

If documents are not available, please explain:

Date: **9/20/09**

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Signature: M. J. [illegible] President 136 S. NORWOOD DR. HURST, TX 76053

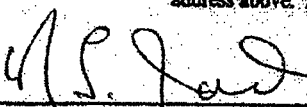
FOR COURT USE ONLY



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*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.

FORM B19 (Official Form 19) (12/08)

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS (DALLAS)		PROOF OF CLAIM
Name of Debtor: In re Opus West Corporation, et al.		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" of 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): Hurst Electric L.P. Name and address where notices should be sent: Hurst Electric L.P. c/o Michael P. Massad, Jr. Huntton & Williams LLP 1445 Ross Avenue, Suite 3700 Dallas, Texas 75202 Telephone Number: 214-979-3000 Name and address where payment should be sent (if different from above): Hurst Electric L.P. 136 S. Norwood Drive Hurst, Texas 76053 Telephone number: 817-282-3661	☐ Check this box to indicate that this claim amends a previously filed claim Court Claim Number: (if known) Filed on:	
1. Amount of Claim as of Date Case Filed: \$ 373,466.00 If all or Part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. ☒ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Claimant reserves its right (if any) to seek pre and post-petition interest on its claim as well as reasonable attorneys' fees. 2. Basis for Claim: Performed labor and/or furnished materials to improve property (See instructions #2 on reverse side)	5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. ☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) ☐ Wages, salaries or commissions (up to \$10,950), *earned within 180 days before filing of bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). ☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). ☐ Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). ☐ Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(8). ☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(). Amount entitled to priority \$	
3. Last four digits of any number by which creditor identifies debtor: 7306 (Lakepointe Crossing Project No.) 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side) 4. Secured Claim (See instruction #4 on reverse side.) Check appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information. Nature of property or right of setoff: ☒ Real Estate ☐ Motor Vehicle ☐ Other Describe: Value of Property: \$ Greater than amount of claim Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ Mechanics' and Materialmen's Lien Basis for perfection: Lien affidavits and notices (attached) Amount of Secured Claim: \$ 373,466.00 Amount Unsecured: \$ 0.00	Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 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 the documents are not available, please explain.		
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.  President 136 S. NORWOOD DR. HURST, TX 76053 817-268-3000		FOR COURT USE ONLY

Penalty for presenting fraudulent claims: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

08/06/2009 15:27 FAX 8175852712

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Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00058344

Instrument Number: 2009-68344

As

Recorded On: June 05, 2009

Mechanics Lien Affidavit

Parties: HURST ELECTRIC

To

Billable Pages: 20

Number of Pages: 20

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Mechanics Lien Affidavit 87.00
Total Recording: 87.00

******* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-68344

Receipt Number: 591050

Recorded Date/Time: June 05, 2009 02:31:08P

User / Station: H Dunn - Cash Station 4

Record and Return To:

HANDY & MORGAN
PO BOX 455
HURST TX 76053



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed herein, and was duly RECORDED in the Official Records of Denton County, Texas.

Cynthia Mitchell

County Clerk
Denton County, Texas

**SUBCONTRACTOR'S LIEN
AFFIDAVIT FOR MECHANIC'S
AND MATERIALMAN'S LIEN**

**STATE OF TEXAS
COUNTY OF TARRANT**

BEFORE ME, a notary public, on this day personally appeared N.L. JORDAN, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, upon oath says:

1. My name is N.L. JORDAN. I am the President of HURST ELECTRIC, hereinafter sometimes referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit. The facts contained herein are true and correct.
2. Claimants mailing address is 136 S. Norwood Drive, Hurst, Texas 76053.
3. Pursuant to a contract by and between Claimant and OPUS WEST CONSTRUCTION CORPORATION, who is the Original Contractor, Claimant has performed labor and/or furnished material to improve the following described real property located in Denton County, Texas, which is more particularly described as follows:

CROSSROADS CENTRE NORTH, Lot 1R-1 and 4R, Block A, being a replat of Crossroads Centre North, Lots 1R & 4, Block "A", as recorded in Cabinet W, Page 7, Plat Records, Denton County, Texas, which is 54.483 acres out of the B.B.B. & C.R.P. Survey, Abstract No. 180, and the J.W. Johnson Survey, Abstract No. 1809, City of Lewisville, Denton County, Texas. This project is generally described as 121 Lakepointe Crossing Phase 2, Lewisville, Texas.
4. Claimant was employed or furnished materials or labor to OPUS WEST CONSTRUCTION CORPORATION, whose address is 15455 N. Dallas Parkway, Suite 450, Addison, Texas 75001.
5. The labor and/or materials furnished by Claimant are generally described as follows:

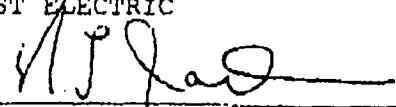
Provided all Section Electrical work for the project, which includes Building 1 Expansion - Phase II and Building 3 - Phase II at 121 Lakepointe Crossing for a contract price of \$400,172.00 dated September 8,

2008, along with Change Order No. 1, dated November 6, 2008, which includes furnish and install (8) surface mounted light fixtures under new canopies at Building 2 for a total of \$5,724.00; Change Order No. 2, dated March 25, 2009, which includes adding separate fire alarm panel for expansion building, added canopy lights, and rewiring fire monitoring for sprinkler riser that was relocated for \$8,970.00 for a Total Electrical Contract Price of \$414,866.00.

Work was done and materials furnished for which payment is requested includes December, 2008, January, February, and March, 2009.

6. A copy of the written agreement or contract and a copy of all notices sent to the Owner and Original Contractor are attached hereto.
7. The Owner or reputed Owner of the above-described real property is ~~OPUS WEST, LP~~, whose last known address is 2555 E. Camelback Road, Phoenix, Arizona 85016-9256.
8. The Original Contractor for the improvements for which a lien is claimed is ~~OPUS WEST CONSTRUCTION CORPORATION~~, whose last known address is 15455 N. Dallas Parkway, Suite 450, Addison, Texas 75001.
9. Claimant sent notices of its claim or claims to the owner on each of the following dates: December 22, 2008, January 19, 2009, February 19, 2009, March 19, 2009 and March 23, 2009.
10. After allowing all just credits, offsets and payments, the amount of \$373,466.00 remains unpaid and is due and owing. Claimant asserts a lien on the above-referenced real property and improvements to secure payment of said amount.

HURST ELECTRIC

By: 

N.L. JORDAN
136 S. Norwood Drive
Hurst, Texas 76053

THE STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared, N.L. JORDAN, President of HURST ELECTRIC, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes therein expressed, and in the capacity therein stated as the act and deed of such corporation.

Sworn to and subscribed before me, under my official hand and seal of office, on 29th day of May, 2009.



Kathy K. Witham
NOTARY PUBLIC, STATE OF TEXAS

After recording, return to:

HANDY & MORGAN
POST OFFICE BOX 455
HURST, TEXAS 76053
(817) 284-2262

AFFIDAVIT AND CLAIM FOR MECHANIC'S
AND MATERIALMAN'S LIEN - Page 3

HANDY & MORGAN

08/06/2009 15:27 FAX 8175952712

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SUBCONTRACT APPLICATION FOR PAYMENT

Project Name: 121 Lakeside Crossing Phase 2
 Subcontractor: Hurst Electric
 Supplier #: 1007244
 Address: 136 S. Norwood Drive
 Hurst, TX 76053
 Phone: 817-282-3661
 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: 3
 Period From: 11/30/2008 Period To: 12/31/2008

CONTRACT INFORMATION

ITEM	SALES TAX(%) (If applicable)	TOTAL(5)
ORIGINAL CONTRACT AMOUNT		\$400,172.0
OPUS APPROVED CHANGE ORDER # 1 THRU # 1		\$5,724.0
CONTRACT AMOUNT TO DATE TOTAL		\$405,896.0

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 135,000.00
 B Less Retainage 10% \$ 13,500.00
 C Total Earned Less Retainage (A - B) \$ 121,500.00
 D Less Previous Billings (previous req's line C) \$ 41,400.00
 E Current Payment Due (C - D) \$ 80,100.00
 F Balance to Finish From Retainage (B - A + B) \$ 369,096.00
 G Current Gross Amount Completed This Period \$ 89,000.00

SUBCONTRACTOR:

Hurst Electric

Supplier #: 1007244

BY:

DATE:

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A / H		O - K
97306-10-K10-16000-00-B	Electrical Systems - Subcontract	\$266,021.00	\$22,100.00	\$63,900.00	\$84,100.00	31.61%	\$8,700.00	\$31,800.00
97306-20-K10-16000-00-B	Electrical Systems - Subcontract	\$134,151.00	\$23,900.00	\$27,000.00	\$50,900.00	37.94%	\$2,700.00	\$24,300.00
	TOTAL	\$400,172.00	\$46,000.00	\$89,000.00	\$135,000.00	33.74%	\$3,900.00	\$80,100.00
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



Material 22,932.34

08/06/2009 15:28 FAX 8175952712

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0007/021

SUBCONTRACT APPLICATION FOR PAYMENT

90-010

Project Name: 121 Lakepoint Crossing Phase 2
 Subcontractor: Hurd Electric
 Supplier #: 1007244
 Address: 136 S. Newwood Drive
 Fort, TX 76053
 Phone: 817-282-3661
 Remittance Address: OPUS West Construction Corporation
 Attn: Accounts Payable
 15455 N. Dallas Parkway, Suite 450
 Addison, TX 75001

Project Number: 97306
 Date of Application: 1/20/2009
 Application Number: 4
 Period From: 12/30/2008 Period To: 1/30/2009

CONTRACT INFORMATION

ITEM	SALES TAX(S) (if applicable)	TOTAL(S)
ORIGINAL CONTRACT AMOUNT		\$400,172.00
OPUS APPROVED CHANGE ORDER # 1 THRU 8		\$5,724.00
CONTRACT AMOUNT TO DATE TOTAL		\$405,896.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 184,000.00
 B Less Retainage: 10 % \$ 18,400.00
 C Total Earned Less Retainage (A - B) \$ 174,500.00
 D Less Previous Billings (previous req's line C) \$ 121,500.00
 E Current Payment Due (C - D) \$ 53,000.00
 F Balance to Finish, Plus Retainage (H - A + B) \$ 369,096.00
 G Current Gross Amount Completed This Period \$ 19,000.00

SUBCONTRACTOR:

BY:

DATE:

Hurd Electric

Supplier #: 1007244

Hurd Electric

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A / H		G - E
97306.10-410-16000.00-B	Electrical System - Subcontract	\$268,021.00	\$94,100.00	\$48,900.00	\$133,000.00	30.00%	\$13,300.00	\$44,600.00
97306.20-410-16000.00-B	Electrical System - Subcontract	\$134,151.00	\$19,900.00	\$10,100.00	\$51,000.00	45.47%	\$1,810.00	\$9,090.00
	TOTAL	\$400,172.00	\$115,000.00	\$59,000.00	\$194,000.00	48.48%	\$15,100.00	\$33,690.00
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



C 3-1

17,202.42

SUBCONTRACT APPLICATION FOR PAYMENT

90-072

Project Name: 171 Lakeside Crossing Phase 2
 Subcontractor: Hart Electric
 Supplier #: 1007244
 Address: 136 S. Norwood Drive
Hurst, TX 76053
 Phone: 817-282-3661
 Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
15455 N. Dallas Parkway, Suite 450
Addicks, TX 75001

Project Number: 97306
 Date of Application: 2/20/2009
 Application Number: 5
 Period From: 1/30/2009 Period To: 2/20/2009

CONTRACT INFORMATION

ITEM	SALES TAX(%) (if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$400,172.00
OPUS APPROVED CHANGE ORDER # 1 THRU # 1		\$5,724.00
CONTRACT AMOUNT TO DATE TOTAL		\$405,896.00

APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 337,721.00
 B Less Retainage 10% \$ 33,772.10
 C Total Earned Less Retainage (A - B) \$ 303,948.90
 D Less Previous Billings (previous req's line C) \$ 174,600.00
 E Current Payment Due (C - D) \$ 129,348.90
 F Balance to Finish, Plus Retainage (B - A + E) \$ 569,096.00
 G Current Gross Amount Completed This Period \$ 143,721.00

SUBCONTRACTOR:

Hart Electric

Supplier #: 1007244

BY:

DATE:

2/23/09

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Completed	Percent Complete	Retainage This Application	Net Payment
	CO #1	\$1,724.00			100	A/B		G-K
97306.10-K10-16000.00-S	Electrical Systems - Subcontract	\$146,021.00	\$133,000.00	\$13,021.00	\$266,021.00	100.00%	\$13,302.10	\$15,718.90
97306.20-K10-16000.00-S	Electrical Systems - Subcontract	\$134,151.00	\$61,000.00	\$73,151.00	\$71,700.00	53.4%	\$1,070.00	\$3,630.00
	TOTAL	\$405,896.00	\$194,000.00	\$143,721.00	\$477,721.00	100%	\$14,372.10	\$129,348.90
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



\$ 23,902.86 100-4

SUBCONTRACT APPLICATION FOR PAYMENT

90-186

Project Name: 121 Lakepointe Crossing Phase 2
 Subcontractor: Hunt Electric
 Supplier #: 1007244
 Address: 136 S. Norwood Drive
 Hunt, TX 76053
 Phone: 817-282-3661
 Remittance Address: OPUS West Construction Corporation
 Attn: Accounts Payable
 15415 N. Dallas Parkway, Suite 450
 Addison, TX 75001

Project Number: 97306
 Date of Application: 3/20/2009
 Application Number: 6
 Period From: 1/30/2009 Period To: 3/30/2009

CONTRACT INFORMATION

ITEM	SALES TAX(%) (if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$400,172.00
OPUS APPROVED CHANGE ORDER # 1 THRU # 1		\$14,694.00
CONTRACT AMOUNT TO DATE TOTAL		\$414,866.00

APPLICATION INFORMATION

A Total Completed & Shipped to Date	\$ 414,866.00	
B Less Retainage 10 %	\$ 41,486.60	
C Total Earned Less Retainage (A - B)		\$ 373,379.40
D Less Previous Billings (previous pay's line C)	\$ 303,948.90	
E Current Payment Due (C - D)		\$ 69,430.50
F Balance to Finish, Plus Retainage (E - A + B)	\$.00	
G Current Gross Amount Completed This Period	\$ 62,451.00	

SUBCONTRACTOR:

Hunt Electric

Supplier #: 1007244

BY:

DATE:

3-19-09

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Remainder This Application	Net Payment
	CO #1,2	\$14,694.00		\$14,694.00	\$14,694.00	100.00%	\$1,469.40	\$13,224.60
97306.10-K10-16000.00-S	Electrical Systems - Subcontract	\$266,021.00	\$266,021.00	\$266,021.00	\$266,021.00	100.00%	\$0.00	\$0.00
97306.20-K10-16000.00-S	Electrical Systems - Subcontract	\$154,151.00	\$71,700.00	\$82,451.00	\$154,151.00	100.00%	\$8,245.10	\$146,205.90
	TOTAL	\$414,866.00	\$337,721.00	\$77,145.00	\$414,866.00	100.00%	\$7,714.50	\$39,430.50
	H		I	O	A	J	K	R

SHADED AREA IS FOR OPUS ACCOUNTING USE ONLY



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SEP 03 2009

Opus West-Dallas

121 Lakewood Crossing Phase 2 / 97306.00
16000 (Electrical)
Hurst Electric / Gerald Jordan
Contact Phone 817-382-3661
Contact Fax 817-248-8131
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 11th day of August, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 13455 N. Dallas Parkway - Suite 400, Addison, TX 75001, and Hurst Electric ("Subcontractor") with its office located at 1302 S. Norwood Drive, Hurst, TX 76053.

Contractor and Subcontractor agree as follows:

1. **Subcontract Documents.** The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. **Project.** Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as 121 Lakewood Crossing Phase 2 ("Project"), located at Lakewood Crossing, Lower III, TX ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. **Owner.** The Owner of the Project is Opus West Corporation ("Owner").
4. **Architect/Engineer.** The architect and engineer ("Architect/Engineer") of record for the Project are:
Architect: Opus Architects & Engineers, Inc.
Civil Engineer: James & Boyd Inc.
Structural Engineer: Opus Architects & Engineers, Inc.
5. **Scope of Work.** Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. **Schedule.** Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Subcontractor's Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job program, 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".
7. **Subcontract Sum.** Contractor shall pay Subcontractor the sum of \$ 400,172.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
8. **Riders.** The following Riders are attached to this Subcontract as part of this Subcontract:
8.1 Rider A (Scope of Work)
8.2 Rider B (Indemnification)
8.3 Rider C (Insurance)

Contractor and Subcontractor agree as follows:

Approved by Contractor's project manager

CONTRACTOR
Opus West Construction Corporation

By:

Paul Lumbie

(Print Name)

Vice President of Construction, Texas

(Title)

(Date)

9-8-08

SUBCONTRACTOR

Hurst Electric

By:

Gerald Jordan

(Print Name)

(Title)

(Date)

V.P.

8-28-08

121 Lakepointe Crossing Phase 2 / 97306.00
Electrical

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPCS West Construction Corporation and Elmer Electric dated 04/11/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and apparatuses necessary to complete all Section Electrical 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
Division 15 - Electrical design criteria - Bldg 3	97306	05/27/2008
Division 15 - Mechanical design criteria - Bldg 3	97308	09/27/2008
Division 15 - Electrical design criteria - Bldg 1 Expansion	97306	05/27/2008
Division 15 - Mechanical design criteria - Bldg 1 Expansion	97308	05/27/2008
Outline Specifications	97306	04/15/2008

Field Collection

Date	Number	Name
N/A		

Subcontract Documents

Description	Date
Full Project Specification book	06/26/2008
121 Lakepointe - Exhibit B - Preliminary Site Plan	03/11/2008
Instructions to Bidders - Design-Build Request for Proposals	05/27/2008
Bid Forms (Flowing, Electrical, Fire Protection, HVAC)	05/27/2008
Project Schedule	04/24/2008
Drawing Log	05/27/2008
General Conditions of Subcontract	06/01/2005
Supplemental General Conditions of Subcontract (June 2005 - Modified for Terms March, 9, 2006)	03/09/2006
Special Conditions of Subcontract	06/01/2005
Exhibit A - List of Workers (Pages 1-4V)	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

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 him releases from all second and third tier subcontractors/suppliers.
- 2 Design/Build electrical systems for building 1 expansion and building 3.
- 3 Exterior Lighting (etc and wall packs)
- 4 Telephone service
- 5 Mink, equip and power (including alternate pricing items #2, 3, 4, 5, 7 & 8)
- 6 Fire alarm system

This Subcontract excludes the following:

- 1 Rack construction and select EMI
- 2 Concrete encasing of conduits
- 3 Concrete pads, pole bases and encasement
- 4 Irrigation systems
- 5 Switchgear

N/A

Schedule Dates

Subcontract Prices

Sub-Job Number	Sub-Job Name	Name	Price
97306.10	121 Lakepointe Crossing - Bldg 1 Expansion - Phase II	Building 1 - Electrical	\$269,021.00
97306.20	121 Lakepointe Crossing Bldg. 3 - Phase II	Building 3 - Electrical	\$134,151.00
Total			\$403,172.00

Subcontract Item Breakdown

Name	Amount Code	Amount
Electrical Systems - Subcontract	97306.10-X10-16000.00-S	\$269,021.00
Electrical Systems - Subcontract	97306.20-X10-16000.00-S	\$134,151.00
Total		\$403,172.00

If requested by Contractor, Subcontractor will provide additional items 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, transportation, general conditions, benefits, overhead, close-up, supervision, profit, packing, shop drawings, small tools and all other applicable items. Unit prices do not include design. Unit prices will also apply to not quantity changes in the Work work pursuant to the Subcontract Documents.

The following unit prices shall be in effect until:

Unit Price List

N/A

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.

Line Number	Notes	Amount
1	Building 1 - Back trenching (if required)	\$ 7,500.00
2	Building 1 - Provide electrical to 28 exhaust fans and 28 wall louvers	\$ 91,774.00
3	Building 1 - Provide electrical to 28 unit heaters	\$ 32,622.00
4	Building 1 - Provide electrical to (1) 100 H.P. fire pump	\$ 2,625.00
5	Building 3 - Back trenching (if required)	\$ 7,500.00
6	Building 3 - Provide electrical to 7 exhaust fans and 7 wall louvers	\$ 24,197.00
7	Building 3 - Provide electrical to 11 unit heaters	\$ 9,583.00
8	Building 3 - Provide electrical to (1) 100 H.P. fire pump	\$ 7,625.00

The alternate prices shall be in effect until:

Alternate Notes

END OF RIDER A

121 Lakepoints Crossing Phase 2 / 97306.00
Electrical

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Havel Electric dated 08/11/2008. 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 each party hereunder. Subcontractor will submit proof of such license to Contractor upon request.

Section 2. Change Orders.

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

Section 3. Pay When and If Paid.

At all times Subcontractor shall be paid only to the extent that Contractor has been paid by Owner for the Work performed by Subcontractor. Notwithstanding any other provision of this Subcontract, and notwithstanding any provision 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, in the event of payment 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, attorney's 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, services 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 workmen's compensation acts, disability acts, other employee benefit acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; and (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law. 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 subject 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. Payment Withhold.

Notwithstanding anything to the contrary in this Subcontract, Contractor shall retain two percent (2%) 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 Lakepoints Crossing Phase 2 / 97306.00
Electrical

Section 7. Payment Bond.

Any payment bond required by Contractor under this Subcontract will fully comply with all requirements of Section 13.201 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 affirmed 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

111 Lakewood Crossing Phase 2 / 97546 uw

Electrical

RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Harsco Electric dated 08/11/2008. 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, coverages and requirements:

(a) Worker's Compensation

Statutory Limits

Employer's Liability, including "Stop Gap" coverage and USLEH 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 Certain Wall Subcontractors)

\$5,000,000 each occurrence
\$5,000,000 products/completed operations aggregate
\$5,000,000 general aggregate maximum \$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 contractors" the Subcontractor's primary 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 managed 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 disclose 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 or evidence of the insurance required herein is received by Contractor.
- (h) It is understood and agreed that the insurance coverage 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.

08/06/2009 15:29 FAX 8175952712

22

018/021

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 "cause 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, as a replacement cost basis and subject to reasonable deductibles. Covered "cause of loss" means risks of direct physical loss or damage to covered property which 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, overloads, flood, windstorm, temporary infestation, shoring and forms and debris removal, and such other matters as are treated 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 boiler 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 proceeds 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. Whether 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, in their interests as may appear, subject to the requirements of any applicable mortgage or loan payable thereon.
- 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

NOV 06 2006

RECEIVED
West-Dallas

B
[Signature]

Change Order Date: 11/03/2008
Change Order #: 1
To Subcontract Agreement dated: 08/11/2008
TO: Hurst Electric
136 S. Norwood Drive
Hurst, TX 76053

PROJECT: 121 Lakewood Crossing Phase 2
Lakewood Crossing
Lewisville, TX

Electrical
CON-97306.00-5
16000

CHANGE DETAILS

Item	Description	Amount
1	Furnish & install (8) surface mounted light fixtures under new canopies at Bldg. 2.	\$5,724.00
		<u>\$5,724.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
97306.10-K10-16000.00-8	\$266,021.00	\$5,724.00	\$271,745.00
97306.20-K10-16000.00-5	\$134,151.00	\$0.00	\$134,151.00
	<u>\$400,172.00</u>	<u>\$5,724.00</u>	<u>\$405,896.00</u>
Original Contract Amount			\$400,172.00
Previously Approved Change Orders			\$0.00
Amount this Change Order			\$5,724.00
Contract Amount to Date			<u>\$405,896.00</u>

ACKNOWLEDGEMENT

Please sign and return all original copies

Hurst Electric

OPUS West Construction Corporation

[Signature]
[Signature]
Printed Name

11-5-08
Date

[Signature]
Travis Bradley
Printed Name

11-6-08
Date

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



OPUS West Construction Corporation
 SUBCONTRACT CHANGE ORDER

Change Order Date: 03/20/2009
 Change Order #: 2
 To Subcontract Agreement dated: 08/11/2008
 TO: Hurst Electric
 136 S. Norwood Drive
 Hurst, TX 76033

PROJECT: 121 Lakewood Crossing Phase 2
 Lakewood Crossing
 Lewisville, TX

RECEIVED
 CON-97306.00-S
 MAR 25 2009 16000
 Opus West-Dallas

CHANGE DETAILS

Item	Description	Amount
1	Hurst Electric was directed to perform the following contract extras: 1) Add separate fire alarm panel for expansion bldg. - \$4,513. 2) Added canopy lights - \$2,122. 3) Rewiring fire monitoring for sprinkler riser that was relocated - \$2,335.	\$8,970.00
		\$8,970.00

SCHEDULE

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

CONTRACT SUMMARY

Contract	Previous Amount	This Change Order	Current Contract Amount
97306.10-K10-16000.00-S	\$271,745.00	\$8,970.00	\$280,715.00
97306.20-K10-16000.00-S	\$134,151.00	\$0.00	\$134,151.00
	\$405,896.00	\$8,970.00	\$414,866.00

Original Contract Amount	\$400,172.00
Previously Approved Change Orders	\$5,724.00
Amount this Change Order	\$8,970.00
Contract Amount to Date	\$414,866.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Hurst Electric

[Signature]
 Printed Name: Gregorio Jimenez Date: 3-23-09

OPUS West Construction Corporation

[Signature]
 Printed Name: Travis Bradley Date: 3-25-09

Reference this change order number on all Applications 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. Subcontract this Subcontract Change Order is inclusive of all Subcontractor's claims for additional compensation for work heretofore authorized or performed beyond a Subcontract Agreement as amended this date. No other claims will be accepted by Contractor.

Hurst Electric

136 South Norwood Drive • Hurst, Texas 76053 • Mdn 817-268-3000 • Fax 817-268-3010

May 11, 2009

Opus West, LP
2555 E. Camelback Road
Phoenix, AZ 85016-9526

CERTIFIED MAIL #
RETURN RECEIPT REQUESTED

420 85016 971 6043 7169 002 023125

Opus West Construction Corporation
15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

CERTIFIED MAIL #
RETURN RECEIPT REQUESTED

420 75001 971 6043 7169 0012 023132

RE: DEMAND FOR PAYMENT \$373,466.00
Project: 121 Lakepointe Crossing Phase 2
Address: 2525 East Highway 121, Lewisville, Texas 75056

Dear Sirs:

You have previously been furnished with invoices in connection with the undersigned's furnishing of the entire electrical systems to Building 1 Expansion - Phase II and Building 3 - Phase II and Change Order #1 which includes furnishing and installing (8) surface mounted light fixtures under new canopies at Building 2 and Change Order #2 which includes adding separate fire alarm panels for expansion building, added canopy lights, and rewiring fire monitoring for sprinkler riser that was relocated in connection with the above-referenced project.

The amount of \$373,466.00 is now past due and owing to the undersigned on said claim, demand is hereby made upon you for the payment of said sum from funds held by you, unless the contractor disputes this account as required by law.

This notice is not intended to harass but is required to be sent in order to protect our lien rights. Please forward your payment to the undersigned immediately. Thank you for your prompt attention.

Hurst Electric

By: 

GERALD JORDAN
136 S. Norwood Drive
Hurst, Texas 76053

INDUSTRIAL

SINCE 1951

COMMERCIAL

Northern District of Texas Claims Register

09-34356-hdh11 Opus West Corporation

Judge: Harlin DeWayne Hale

Chapter: 11

Office: Dallas

Last Date to file claims: 11/09/2009

Trustee:

Last Date to file (Govt):

Creditor: (12642295) Hurst Electric L.P. c/o Michael P. Massad, Jr. Winstead P.C. 1201 Elm Street, Suite 5400 Dallas, Texas 75270	Claim No: 17 <i>Original Filed</i> <i>Date:</i> 09/15/2009 <i>Original Entered</i> <i>Date:</i> 09/15/2009	Status: <i>Filed by:</i> CR <i>Entered by:</i> Massad, Michael <i>Modified:</i>
Secured claimed: \$373466.00 Total claimed: \$373466.00		
History: <u>Details</u> <u>17-1</u> 09/15/2009 Claim #17 filed by Hurst Electric L.P., total amount claimed: \$373466 (Massad, Michael)		
Description: (17-1) Mechanic's and Materialmen's Lien		
Remarks:		

Claims Register Summary