UNITED STATES BANKRUPTCY COURT Northern District of Tayon		
Northern District of Texas Name of Debtor:		PROOF OF CLAIM
Opus West Corporation	Case Number 09-3435	ir. 5-11
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of administrative expense may be filed pursuant to 11 U.S.C. § 503.	the case. Ar	equest for payment of an
Wright Construction Co. Inc.	Check th	s box to indicate that this
Name and address where notices should be sent: RECEIVED	claim am claim.	ends a previously filed
Mark Stoecker 512 Main Street, Sulte 1100		
Fort Worth, TX 76102 UC U.2 2009	(If known	n Number:
Telephone number: (817) 348-0400 DMC CD CATE		
Name and address where payment should be sent (if different from above):		
and the second of different from above):	O Check th	is box if you are aware that
	relating t	ise has filed a proof of claim o your claim. Attach copy of
Telephone number:		giving particulars,
I. Amount of Claim as of Date Case Filed: \$ 76.781.50	Check the or truster	is box if you are the debtor
70,701.00	5. Amount	of Claim Entitled to
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.	any por	under 11.U.S.C. §507(a). If tion of your claim falls in
If all or part of your claim is entitled to priority, complete item 5.	one of t	he following categories, e box and state the
· ·	amount,	
OCheck this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges,	Specify the	priority of the claim.
2. Basis for Claim: goods and services	O Domesti	c support obligations under 2. §507(a)(1)(A) or (a)(1)(B)
(See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: 8074		
Ja: Debtor may have scheduled account as:	to \$10.9	salaries, or commissions (up 50°) earned within 180 days
(5ce instruction #3a on reverse aide:)	before f	iling of the bankruptcy or cessation of the debtor's
 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. 	business	s, whichever is earlier – 11 507 (a)(4).
Nature of property or right of seto st: SReal Estate	☐ Contribu plan I	tions to an employee benefit U.S.C. §507 (a)(5).
Value of Property:\$ 34,800,000.00 Annual Interest Rate%	Up to \$2	,425* of deposits toward , lease, or rental of property
Amount of arrearage and other charges as of time case filed included in secured claim,	Or service	es for personal family or
if any: \$ Basis for perfection:mechanic's lien	(a)(7).	ld use - 11 U.S.C. §507
Amount of Secured Claim: \$ 76,781.50 Amount Unsecured: \$	☐ Taxes or	penalties owed to
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	governn (a)(8).	nental units - 11 U.S.C. §507
		Specify applicable paragraph
7. Documents: Attach reducted 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.	of II U	S.C. §507 (a)().
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.)	Amo	unt entitled to priority:
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.	,	
If the documents are not available, please explain:	*Amounts of	re subject to adjustment on every 3 years thereafter with
The state of the s	respect to c the date of	ases commenced on or alies
Date: 20/ Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the cother person authorized to file this claim and state address and talents and title, if any, of the country of the countr		FOR COURT USE ONLY
other person authorized to file this claim and state address and telephone number if different from taddress above. Attach copy of power of attorney, if any,	reditor or he notice	
1.11		
Panalos for muse de la		
Penalty for presenting fraudulent cham: Fine of up to \$500,000 or imprisonment for up to 5 years, or both	18 U.S.C. §	§ 152 and 3571.



NOTICE OF FILED LIEN

April 17, 2009

VIA CERTIFIED MAIL.
RETURN RECEIPT REQUESTED #

7008 2810 0000 6213 6130

TO: Opus West LP 15455 N. Dallas Pkwy, Suite 450 Addison, TX 75001

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED #

7008 2810 0000 6213 6147

TO: Opus West LP
2555 East Camelback Rd., Suite 800
Phoenix, AZ 85016-9267

VIA CERTIFIED MAIL. RETURN RECEIPT REQUESTED #

7008 2810 0000 6213 6154

TO: Opus West Corporation 15455 N. Dallas Pkwy, Suite 450 Addison, TX 75001

YIA CERTIFIED MAIL. RETURN RECEIPT REQUESTED #

7008 2810 0000 6213 6161

TO: Opus West Corporation
2555 East Camelback Rd., Suite 800
Phoenix, AZ 85016-9267

VIA CERTIFIED MAIL. RETURN RECEIPT REQUESTED #

2008 2810 0000 6213 6178

TO: Opus West Construction Corporation 15455 N. Dallas Pkwy, Suite 450 Addison, TX 75001

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED #

7008 2810 0000 6213 6185

TO: Opus West Construction Corporation 10350 Bren Road West Minnetonka, MN 55343

Wright Construction Co., Inc.



RE: Notice of Filing of Lien Affidavit and Claim

Being Lots 1R-1 and 4R, Block A of Crossroads Centre North Addition, an addition to the City of Lewisville, Denton County, Texas, and being a replat of Crossroads Centre North Lots 1R and 4, Block "A", as recorded in Cabinet W, Page 7, P.R.D.C.T. and being 54.483 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 180, and the J.W. Johnson Survey, Abstract No. 1609 City of Lewisville, Denton County, Texas.

As required by Section 53.055 of the Texas Property Code, enclosed is a copy of a Lien Affidavit and Claim filed on behalf of Wright Construction Co., Inc. with the county clerk of Denton County, Texas. You are hereby advised that if this account remains unpaid, the property may be subject to foreclosure for satisfaction of the lien.

If you are not the owner of the property, please notify the undersigned at your earliest convenience.

Please contact the undersigned to arrange for payment of this claim in return for a release of the claim of lien.

By: Gary A. Oostveen, Controller

Denton County Cynthia Mitchell County Clerk Denton, Tx 76202

Instrument Number: 2009-44831

Recorded On: April 15, 2009

Mechanics Lien Affidavit

Parties: WRIGHT CONSTRUCTION CO INC

To

Billable Pages: 3

Number of Pages: 3

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Mechanics Lien Affidavit

19.00

Total Recording:

19.00

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: 2009-44831

Receipt Number: 574864

Recorded Date/Time: April 15, 2009 01:21:48P

User / Station: H Dunn - Cash Station 4

Record and Return To:

WRIGHT CONSTRUCTION

601 W WALL ST

GRAPEVINE TX 76051



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 heron, and was duly RECORDED in the Official Records of Denton County, Texas.

Chitchell

County Clerk Denton County, Texas

THE STATE OF TEXAS

COUNTY OF DENTON

999

Wright Construction
601 W. Wall St.
Grapevine, TX 76051

BEFORE ME, the undersigned, personally appeared Lemoine Wright, who, upon his oath, deposed and stated the following:

- "My name is Lemoine Wright. I am the President of Wright Construction Co, Inc., hereinafter 1. referred to as 'Claimant.' The facts disclosed in this, my affidavit are true, I have personal knowledge of the facts set forth below, and I am competent and authorized to make this affidavit."
 - "Claimant's mailing address is 601 W. Wall, Grapevine, Texas 76051." 2.
- "Pursuant to an agreement by and between Claimant and Opus West Construction Corporation, whose last known address is 15455 N. Dallas Parkway, Suite 450, Addison, Texas 75001, Claimant performed labor and/or furnished materials to improve the following described real property in Denton County, Texas, which is the real property sought to be charged with a lien by Claimant:

Being Lots 1R-1 and 4R, Block A of Crossroads Centre North Addition, an addition to the City of Lewisville, Denton County, Texas, and being a replat of Crossroads Centre North Lots 1R and 4, Block "A", as recorded in Cabinet W, Page 7, P.R.D.C.T. and being 54.483 acres out of the B.B.B. & C.R.R. Survey, Abstract No. 180, and the J.W. Johnson Survey, Abstract No. 1609 City of Lewisville, Denton County, Texas.

"The labor and materials furnished by Claimant are generally described as follows: 4.

Labor and materials for the installation of the site utilities, including the sanitary sewer, storm sewer and water distribution on the 121 Lakepointe Crossing Phase II."

"The owner or reputed owner of said real property described above and the Owner's address is 5. as follows:

Owner:

Opus West, LP

Owner's Address:

15455 N. Dallas Parkway, Suite 450

Addison, TX 75001

Opus West, LP

2555 East Camelback Road, Suite 800

Phoenix, AZ 85016-9267

Opus West Corporation

15455 N. Dallas Parkway, Suite 450

Addison, TX 75001

"After allowing all just credits, offsets, and payments, the amount of \$76,781.50 remains unpaid 6. and is due and owing to Claimant, and Wright Construction Co, Inc., Claimant, claims a lien on said property and improvements to secure payment of said amount."

"Payment is requested for work performed and/or materials furnished during the months of October 2008, November 2008, December 2008, January 2009, February 2009 and March of 2009. The work performed from October 2008 through November 2008 is for retainage. The work performed from December 2008 through March 2009 is for progress payments and retainage. Notices of the claim were sent to the owner and the original contractor by certified mail, return receipt requested, on December 15th, 2008 and March 14th 2009. The original contractor for the improvement for which a lien is claimed and the Original Contractor's address is as follows:

Original Contractor:

Opus West Construction Corporation

Original Contractor's Address: 15455 N. Dallas Parkway, Suite 450

Addison, TX 75001

Opus West Construction Corporation

10350 Bren Road West Minnetonka, MN 55343"

Further Affiant says not.

WRIGHT CONSTRUCTION

BY:

Lemoine Wright, President

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME on this the 10 day of April, 2009, by Lemoine Wright, President of Wright Construction Co/ Inc.

My Commission Expires: 1- 24 3013

cc: Opus West, LP 15455 N. Dallas Parkway, Suite 450 Addison, TX 75001

> Opus West, LP 2555 East Camelback Road, Suite 800 Phoenix, AZ 85016-9267

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

Opus West Corporation 2555 East Camelback Road, Suite 800 Phoenix, AZ 85016-9267

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

Opus West Construction Corporation 10350 Bren Road West Minnetonka, MN 55343

Notary Public, State of Texas

VIA CERTIFIED MAIL #7008-28/0-0000-62/3-6/30 RETURN RECEIPT REQUESTED and U.S. FIRST CLASS MAIL

DEB DONALDSON NOTARY PUBLIC

STATE OF TEXAS

MY COMM. EXP. 1-24-2013

VIA CERTIFIED MAIL #7008-2810-0000-6213-6147 RETURN RECEIPT REQUESTED and U.S. FIRST CLASS MAIL

VIA CERTIFIED MAIL #7608-2810-0000-6213-6154 RETURN RECEIPT REQUESTED and U.S. FIRST CLASS MAIL

VIA CERTIFIED MAIL #7608-2810-0000-6212-6161 RETURN RECEIPT REQUESTED and U.S. FIRST CLASS MAIL

VIA CERTIFIED MAIL #7008-2010-0000-62/3-6/78 RETURN RECEIPT REQUESTED and U.S. FIRST CLASS MAIL

VIA CERTIFIED MAIL #7008-2810-0000-6213-6185 RETURN RECEIPT REQUESTED and U.S. FIRST CLASS MAIL.



December 15, 2008

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

7007 2680 0001 4355 9348

Opus West Corporation
Opus West, LP
15455 North Dallas Parkway, Suite 450
Addison, TX 75001

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED #

7007 2680 0001 4355 9355

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

RE: Retainage Notice: 8074-121 Lakepointe Crossing Phase II

Crossroads Centre North Addition

Lots 1R-1, 4R, Block A, (East Hill Park Rd/SH 121), Lewisville, Denton County, Texas

This notice is provided to comply with the requirements of §53.057 of the Texas Property Code and is being sent to you as the owner of a project located at 121 Lakepointe Crossing Phase II, Lewisville, TX. If you are not the owner of the above-referenced project, please notify the undersigned at your earliest convenience.

On or about October, 2008, Wright Construction Co., Inc. began work on a project contracted with Opus West Construction Corporation to provide labor and/or materials generally described as site utilities for a project located at Lakepointe Crossing Phase II, Lewisville, TX. This agreement is a retainage agreement as defined in § 53.057, Texas Property Code. The retainage is to be withheld as follows: 10% retainage to be withheld from each specifically described in claimant's contract but generally at the completion of the project. In addition, retainage in the any changes or additional work.

Wright Construction Co., Inc. is please to be working with the Opus group of companies as we look forward to a successful project.

Sincerely,

Wright Construction Co., Inc.

Gary A. Oostveen, Controller



March 14, 2009

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED # 7008 2810 0000 6213 6000

Opus West Corporation
Opus West, LP
15455 North Dallas Parkway, Suite 450
Addison, TX 75001

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED # 2009 S970 0000 PS73 POTA

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

> RE: 8074-121 Lakepointe Crossing Phase II Crossroads Centre North Addition Lots 1R-1, 4R, Block A, (East Hill Park Rd./SH 121), Lewisville, Denton County, Texas

Wright Construction Co., Inc. has furnished labor and/or materials to the above-referenced project under a contract with OPUS West Construction Corporation. There remains due and owing thru February 25, 2009, \$76,781.50 (including retainage of \$60,743.50) for such labor and/or materials furnished to OPUS West Construction Corporation as more fully set forth on the attached statements and billings sent to your general contractor.

This claim has accrued under § 53.053 of the Texas Property Code and/or is past-due under the terms of the contract referenced above. Demand is hereby made under §53.083 of the Texas Property Code for payment of the amount set forth above.

This notice is sent to comply with the requirements of § 53.056 of the Texas Property Code, which requires that we advise you that if this claim remains unpaid, you may be personally liable and your property subjected to a lien unless payment is withheld from OPUS West Construction Corporation for the payment of this claim or unless the bill is otherwise paid or settled.

Wright Construction Co., Inc

Gary Oostveen Controller

Wright Construction Co., Inc.

10



RECEIVED 2660/2670/2680 /Site Utilities

Wright Construction Co Inc/Joe Lipscom b

OCT 63 2008

Contact Phone # 817-481-2594

Contact Fax # 817-481-2369
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 16th day of September, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 15455 N. Dallas Parkway - Suite 450, Addison, TX 75001, and Wright Construction Co Inc ("Subcontractor") with its office located at 601 W Wall St, Grapevine, TX 76051.

Contractor and Subcontractor agree as follows:

- 1. Subconnect 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").
- 4. 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.

- 5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
- 6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 12/31/2008. 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 \$607,435.00 ("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
- 8. Riders. The following Riders are attached to and made a part of this Subcontract:
 - 8.1 Rider A (Scope of Work)
 - 8.2 Rider B (Indemnification)
 - 8.3 Rider C (Insurance)

Contre	sctor and Subcontractor sign as follows:	•
Approv	wed by Contractor's project manager	
CONT	Travis Bradley	SUBCONTRACTOR //
	West Construction Comparision	Wright Construction Co Inc
Ву:	STO.	By:
	Paul Lembke	Trough Couch
	(Print Name)	(Print Name)
	Vice President of Construction, Texas	- VK 51 50 CV
	(Title)	Times 10-02-08
	(Date)	(Date)

121 Lakepointe Crossing Phase 2 / 97306.00
Site Utilities

RIDER A

This Rider A is strached to and made a part of the Subcontract between OPUS West Construction Corporation and Wright Construction Co Inc dated 09/16/2008. All capitalized turns used, but not defined in this Rider "A" have the meaning secribed to them in the Subcontract.

Worl: 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 Site Utilities 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
Bristing Drainage Ares Map	C17	08/04/2008
Drainage Area Map	C18	08/04/2008
Drainage Area Map	C19	08/04/2008
Final Plat - Building 1	cz .	08/04/2008
Storm Sewer Calculations	C20	08/04/2008
Storm Sewer Calculations	C21	08/04/2008
Storm Sewer Flan	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	C28	08/04/2008
Water & Sanitary Sewer Plan	C27	08/04/2008
Sanitary Sower Plans	C28	08/04/2008
Erosion Control Plan - Building 1	C29	08/04/2008
Final Plat - Building 1	ca	08/04/2008
Erosion Control Plan - Building 1	C30	08/04/2008
Brosion Control Details - Building 1	C31	08/04/2008
Final Plat - Building 1	C4	08/04/2008
Demolition Plan - Building 1	cs	08/04/2008
Overall Site Plan	C6	08/04/2008
Site Plan A	C7	08/04/2008
Site Pian B	. C8	08/04/2008

₹ "		
Paving Plan	C9	08/04/2008
Cover Shoot	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	07/1.4/2008
Standard City Details - Building 1	D4	07/14/2008
Standard City Details - Building 1	06	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	t.2	07/14/2008
Lendscape Plan - Building 1	L3	07/14/2008
Bristing Diagram - Existing Building - Building 1	A0.1	07/14/2008
Existing Diagram - Building 3	AÖ.1	07/08/2008
Foisting Diagram - Addition - Building I	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	A21	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	A23	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	A41	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

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~)		
Construction Details - Building 3	A5.2	07/08/2008
Title Sheet - Building 1	TS	07/14/2008
Structural Title Sheet - Building 1	81.0	07/14/2008
Tide Sheet Structural Notes - Building 3	81.0	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	82.0	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 !	82.3	07/14/2008
Foundation Flan - Quadrant D - Building 1	\$2.4	07/14/2008
Roof Framing Plan - West - Building 3	83.0	07/08/2008
Roof Framing Plant - Quadrant A - Building 1	\$3,1	07/14/2008
Roof Framing Plan - East - Building 3	83.1	07/08/2008
Roof Framing Plan - Quadrant B - Building 1	S3.2	07/14/2008
Roof Framing Plan - Quadrant C - Building 1	83.3	07/14/2008
Roof Framing Plan - Quadrant D - Building 1	83.4	07/14/2008
Panel Elevations - Building 3	84.0	07/08/2008
Panel Elevations - Building 1	S4.1	07/14/2008
Penel Elevations - Building 3	84.1	07/08/2008
Punel Klevations - Building 1	84.2	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 Blovations - Building 1	84.4	07/14/2008
Sections and Details - Building 1	64.5	07/14/2008
Sections and Details - Building 1	S 5	07/14/2008
Sections & Details	S 5	07/08/2008
Section and Details - Building 1	S6	07/14/2008
		U//14/2008

Field Bulletine

Date Number Name

N/A

Supplemental Design Documents

Description	Date
Full Project Specification book	06/26/2008
General Conditions of Subcontract	06/01/200s
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 LIV)	06/01/2005
Brhibit 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:

- Provide lien releases from all second and third tier subcontractom/suppliers.
- 2 Removal of existing gas line and re-connect to relocated gas meter for Bldg. 1.
- 3 Construction Staking
- 4 Haul-off of excess soils off-site
- 5 erosion controls at new inlets
- 6 Berricades for scope of work
- 7 One mobilization and one return for final clean-up & adjustments
- 8 Accept alternate pricing #2

This Subcontract excludes the following:

- l City Fees
- 2 Density Testing
- 3 Pavement Removal & Replacement
- 4 Final adjustment of manholes, cleanouts or valve boxes in pavement.

Schedul

N/A

Schedule Notes

71.14	1. '	. 111-1	100.0	***	

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name ⁻		_
97306.01	121 Lakepointe Crossing - General Conditions - Phose II	Senitary Sewer		\$21,713.00
97306.01	121 Lakepointe Crossing - General Conditions - Phase II	Water Distribution		\$189,206.00
97306.01	121 Lakepointe Crossing - General Conditions - Phase II	Storm Sower		\$396,516.00
			Total	\$ 607,435.00

Case 09-34356-hdh11 Claim 11-2 Part 3 Filed 08/27/09 Desc Exhibit Page 6 of

Subcontract Sum Breakdown

Name	Account Code		
Senitary Sewer - Subcontract	97306.01-B10-02660.00-S		Amount
Water Distribution - Subcontract	97306.01-B10-02670.00-S		\$21,713.00
Storm Sower - Subcontract		•	\$189,206.00
	97306.01-B10-02680.00-S		\$396,516.00
	•	Total	\$607,435.00

Unit Privile

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

N/A

Arter de

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	Náme	
1	Mobilization (Each)	Amount \$3,000,00
2	Delcte 48° Degree Bends, make angles at concrete structures	\$(5,100,00)

The alternate prices shall be in effect until:

Alternates Notes

END OF RIDER A

10

121 Lakepointe Crossing Phase 2/97306.00 Site Utilities

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Wright Construction Co Inc dated 09/16/2008. 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 Psyment, whether incorporated in the Project or not, will pass to Contractor and Owner upon the earlier of (a) receipt of such psyment (not 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, agends, 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 Initiation, mediation, 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 indemnity (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, in Sub-subcontractors, enzyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Partier"); (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 Subcontract 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 contractable under any applicable law. THE OBLIGATIONS OF SUBCONTRACTOR UNDER THE FOREGOING INDEMNIFICATION SHALL APPLY TO ALL MATTERS EXCEPT THOSE ARISING SOLELY FROM THE
- (b) Notwithstanding the provisions of Subsection (a) above, Subcontractor is not obligated to indemnify an Indemnitoe 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 Indemnitoe; 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 Indemnitoes 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.

Rider B Page 1 of 2

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.

OWCC Subcontract Form Rider B (Texas)



121 Lakepointe Crossing Phase 2 / 97306, 00 Site Utilities

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 availed 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

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121 Lakepointe Crossing Phase 2 / 97306.00

Site Utilities

RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Wright Construction Co Inc dated 09/16/2008. 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-autheontractor 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

Roofing, Foundation and Curtain Wall Subcontractors)

S1,000,000 discase-each emp

Commercial General Liability
S5,000,000 each occurrence
(Electrical, HVAC, Plumbing, Fire Protection Sprinkler, \$5,000,000 products/comple
Steel Brootion, Elevator, Escavating, \$5,000,000 general aggregation

Commercial General Liability (All Other Subcontractors)

Commercial Automobile Liability

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

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

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

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

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

\$1,000,000 each claim \$1,000,000 armual 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 overage 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 Subcontract 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 Persgraph 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 retreactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.

- (e) 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/Recess 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 minimum 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
- (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.

10

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 Size 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, earthqualz, 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 Subcontractors, Contractor or Owner, or their respective subcontractors and agents, Contractor and Subcontractors agrees 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 subregation 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 inthis paragraph require an endorsement to provide for continued coverage where there is a waiver of subregation, then the owners of such policies will cause them to be so endorsed. A waiver of subregation 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 psyable 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 psy Contractor, upon demand, for any such deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor under the Subcontractor 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.

- Any insured loss is to be adjusted by Owner and Contractor and made psyable 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 marginge or loss psyable 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 Size 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

LETTER OF TRANSMITTAL

8074

WRIGHT CONSTRUCTION CO., INC.

601 W. WALL ST. **GRAPEVINE, TEXAS 76051** METRO (817) 481-2594 FAX (817) 481-2369

WE ARE SENDING YOU

the following items:

{ } Pay Estimate

{ X } For approval

{ } For your use

{ } As requested

REMARKS:

COPY TO:

{ } For review & comment { }

FILE

COPIES

TO: OPUS WEST CONSTRUCTION CORPORATION 15455 NORTH DALLAS PARKWAY, STE 450 ADDISION, TX 75001

02/25/2009 | PAY APPLICATION #3

{X } Attached

{ } Change order

{ } Approved as submitted

{ } Returned for corrections

{ } Approved as noted

RPORATION STE 450	DATE: FEBRUARY 25, 2008 ATTENTION: RACHELLE STUCKEY RE: 121 LAKEPOINTE CROSSING PH: LEWISVILLE, TX
{ } Under separate co	over via
•	{ } Contract Documents
DESCRIPTION	1
	
•	
d as submitted	{ } Resubmitcopies
d as noted	for approval
d 45 Hotel	{ } Submitcopies for distribution
d for corrections	
	prints

SIGNED: JOHN KOLB - PROJECT MANAGER

THESE ARE TRANSMITTED as checked below:

Case 09-34356-hdh11 Claim 11-2 Part 4 Filed 08/27/09 Desc Exhibit Page 2 of 8

Caşe 0	9- <u>34356</u> -	<u>hdh11</u>
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SUBCONTRACTOR APPLICATION FOR PAYMENT

×,				PARON TON	TWI MICHI			
Project Name:	121 Lakepointe Crossing Phase	2	Project	Number.	97306			
Subcontractor:	Wright Construction Co Inc			Application:		7	-	
Supplier #:	1017532						-25-0	3/109
Addres:	601 W Wall St		Applica	tion Number:			o	
	Grapevine, TX 76051		Period		26		<u> </u>	
Phone:	£17-481-2594			• • • • • • • • • • • • • • • • • • •	37 F3F	Perio	od To:	- 12, - 12 e
Remittance Address	OPUS West Construction Cor	poration						
	Attn. Accounts Payable							
	15455 N. Dallas Parkway: Sur	te 450						
	Addison, TN 75001	. •						
CONTRACTINFORM	AATION				•			
	ITEM		SALES	TAX (S)(if appli	cable)		TOT	
ORIGINAL CONTRAC						 -	TOTAL (5) \$607,435 (0	
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APPLICATION INFO				_	_			————
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E Current Payment	Due (C - D)		م الم	12,65	2000			
		•			2	14,0	108.50	•
	Plus Retainage (H - A - B)			3743				
G Current Gross Am	ount Completed This Period		s_22	5.56.5.	(C)			
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DOMESTICAL TRANSPORTATION				5	009			
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306.01-B10-02660.00-S	Semitary Server - Subcontract	\$21,713.00	21.713		21,713	A/H		G-K
306 01-B10-02670 00-S	Water Distribution -	\$189,206.00	, , ,			100		
306.01-B10-02680.00-S	Subcontract Stoom Sewer - Subcontract	\$396,516.00	189,700		189 200	100	_	_
	Total	\$607,435.00	380.95)	15,565	396,516	100	1556.55	14008
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	Accounting	Date	•		Project	Manager		
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Vendor ID		Vendor Inv.#	•	Date		G/L	. Exp	
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Case 09-34356-hdh11 Claim 11-2 Part 4 Filed 08/27/09 Desc Exhibit Page 3 of 8	Case 09-34356-hdh11	Claim 11-2 Part 4	Filed 08/27/09	Desc Exhibit	Page 3 of 8
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In Tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where retainage for line items may apply ARCHITECT'S PROJECT NO. APPLICATION DATE: PERIOD TO: 02/25/2009 02/25/2009

APPLICATION NUMBER:

Page 2 of Pages

containing Contractor's signed Certification, is attached

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

G ω, Ø 20 3 3 5 5 16 NO. 4" DOMESTIC LINE & ACCESSORIES
2" WATER METER (IRRIGATION) 3" WATER METER (DOMESTIC) 8" FIRE LINE & ACCESSORIES RELOCATE DOUBLE DETECTOR CI 8" TAP (FIRE LINE) 10" FIRE LINE & ACCESSORIES 4" TAP (DOMESTIC) 2" TAP (IRRIGATION) REM. EXISTING INLET WATER LINES TRENCH SAFETY REM. EXISTING LINE 8" ROCK RIP RAP 5' CURB INLET 36" SLOPING HEADWALL 24"X18" HDPE PIPE TO PIPE CONNE (2) 48"X36" HDPE PIPE TO PIPE COI 24"X8" WYE 5'X5' JUNCTION BOX W/4'X4' GRATE (2) 5'X5' JUNCTION BOX W/4'X4' GR 4'X4' JUNCTION BOX W/3'X3' GRATI 12"X12" GRATE INLET 8" PVC 24" HDPE 36" HDPE 48" HDPE MOD. 4'X4' FILD INLET TO 4'X4' INLE MODIFY EXISTING WYE INLET 18" HDPE MODIFY EXISTING CURB INLET STORM DRAINAGE DESCRIPTION OF WORK \$5,694,00 \$3,514,00 \$2,162,00 \$48,921,00 \$10,421,00 \$1,978,40 \$31,224,00 \$162,764.25 \$3,398.00 \$53,900.00 \$3,804.00 \$16,170.00 \$26,180.00 \$3,773.00 \$7,920.00 \$1,815.00 \$1,485.00 \$1,212.00 \$30,505.68 \$42,636.44 SCHEDULED \$3,510.00 \$29,228.40 \$1,383.72 \$932.00 \$5,060.00 VALUE \$770.00 \$908.80 \$676.00 \$281.00 \$48,921.00 \$10,421.00 FROM PREVIOUS \$162,764.25 APPLICATIONS \$1,978.40 \$2,162.00 \$3,514.00 \$5,694.00 \$16,170.00 \$30,505.68 \$3,398.00 \$3,804.00 \$3,773.00 \$7,920.00 \$1,212.00 \$53,900.00 \$26,180.00 \$42,636.44 \$29,228.40 \$1,485.00 \$1,815.00 \$3,510.00 \$1,383.72 WORK COMPLETED \$932.00 (D + E) \$770.00 \$908.80 \$281.00 o \$0.00 \$0.00 THIS PERIOD \$7,480.00 \$3,025.00 \$5,060.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0,08 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 PRESENTLY MATERIALS (NOT EX D OR E) STORED \$10,421.00 \$31,224.00 \$48,921.00 \$42,636.44 \$30,505.68 \$162,764.25 \$1,978.40 \$2,162.00 \$3,514.00 \$5,694.00 \$3,398.00 \$16,170.00 \$53,900.00 \$26,180.00 COMPLETED \$3,804.00 \$29,228.40 AND STORED \$3,773.00 \$7,920.00 \$1,815.00 \$1,485.00 \$1,212.00 \$3,510.00 \$1,383.72 TO DATE \$3,025.00 \$770.00 \$7,480.00 \$5,060.00 TOTAL \$908.80 \$281.00 \$676.00 ព 100% 100% 80% 88 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% ର ପ ¥ BALANCE FINISH <u>ই</u> ಕ \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 I \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$4,892.10 \$3,122.40 \$1,042.10 (IF VARIABLE \$16,276.43 RETAINAGE \$1,617.00 \$5,390.00 \$2,618.00 \$3,050.57 \$2,922.84 \$4,263.64 \$216.20 \$569.40 \$197.84 \$351.40 \$339.80 RATE) \$380.40 \$792.00 \$181.50 \$148.50 \$121.20 \$138.37 \$77.00 \$351.00 \$93.20 \$67.60 \$28.10 \$302.50 \$90.88 \$748.00 \$506.00

Use Column I on Contracts where retainage for line items may apply CONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In Tabulations below, amounts are stated to the nearest dollar.

> APPLICATION NUMBER:
> APPLICATION DATE: PERIOD TO:

ARCHITECT'S PROJECT NO .:

02/25/2009 02/25/2009

Page 3 of Pages

DESCRIPTION OF WORK SCHEDULED FEBRUARY	\$60,743.50	\$0.00	100%	\$607,435.00	\$0.00	\$15,565.00	\$591,870.00	\$607,435.00	TIOIAL	Ţ
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TREMUT SAVITARY SEWER CONNET STORE	\$2,4	\$0.00	100%	\$24,000.00		60.00				
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CONNECT TO STUBE ENSITING S1,397.00	83	\$0.00	100%	\$3,838.91		\$0.00	\$3,838.91	\$3,838.91	REM. EXISTING GAS LINE & CONNE	1-
C									GAS LINE - REMOVAL ONLY	
MATERIALS TOTAL PREMIUS	49	\$0.00	100%	\$324.00		\$0.00	\$324.UU	\$324.00		7.
Connect Note Conn	es 1	\$0.00	100%	\$761.40		\$0.00	\$761.40	\$/61.40	1	4
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Materials Total Properties Propertie	53	\$0.00	100%	\$3,482.50		\$0.00	33.482.50	\$3,482.50		2 6
C	2	\$0.00	100%	\$6,600.00		\$0.00	\$6,600.00	\$6,600.00	+-	3 6
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LETTER OF TRANSMITTAL

WRIGHT CONSTRUCTION CO., INC.

601 W. WALL ST. GRAPEVINE, TEXAS 76051 METRO (817) 481-2594 FAX (817) 481-2369

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DATE: DECEMBER 18, 2008

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Case 09-34356-hdh11 Claim 11-2 Part 4 Filed 08/27/09 Desc Exhibit Page 6 of 8 SUBCONTRACTOR APPLICATION FOR PAYMENT



REMINITARIE Address OPUS West Construction Corporation Alth. Account Physible 1545 N. Dallas Pricks ay, Suite 450 Addison, TX 75601 CONTRACT INFORMATION ITEM SALES TAN (3M/ applicable) ORUGINAL CONTRACT AMOUNT OPUS APPROVED CHANGE ORDER #1 Datu # CONTRACT AMOUNT TO DATE TOTAL 3507,435 60 APPLICATION INFORMATION A Total Completed & Stored to Date 10	Application Number: Comparing T. Model Period To	32 VWall St Vine, TX 76051 81-2594 PUS West Construction Corp on Accounts Payable 255 N Dallas Parkway, Suite 455 N Dallas Parkway, Suite 456 N Dallas Parkway, Suite 457 N Dallas Parkway, Suite 468 N Dallas Parkway, Suite 469 N Dallas Parkway, Suite	e 457	SALEST SALEST SALEST SALEST SALEST SALEST SALEST	TAX (5) (1 application)	Mr. v.	Period 7	OTAL (S) \$607,435 00 \$607,435 00	
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CONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT In Tabulations below, amounts are stated to the nearest dollar. containing Contractor's signed Certification, is attached Use Column I on Contracts whe

Pages

Page 2 of

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=	In Tabulations below, amounts are stated to the nearest	is allacited. The nearest dollar	ı.		APP	APPLICATION DATE		12/25/2008	•
Š	Use Column I on Contracts where retainage for line items man and	for line items my				PERIOD TO:		12/25/2008	
Ľ			ay appiy		ARCHITECTS	ARCHITECTS PROJECT NO.			
4	80	U	٥						
			WORK COMPLETED			9		¥	-
750			FROM PREVIOUS		PRESENT	TOTAL	-		
בַּ	DESCRIPTION OF WORK	SCHEDULED	APPLICATIONS	THIS PERIOD	STORED	completed		BALANCE	RETAINAGE
<u>.</u>	•	VALUE	Ø+EJ		(NOT IN	TO DATE	* Q	0 10	(IF VARIABLE
L					DORE)	(0+E+F)	 } !-	(9 J)	KAIE
	STORM OPAINACE					+	ļ	 	
Ŀ	MODIEV EXISTING OF 15 111						+-	+	
-	MODIFY EXISTING CURB INLET	\$5,060.00		\$0.00		\$0.00	%0	\$5.060.001	00 00
4 6	MOD AND AND THE INTELLED			\$0.00		80.00	- %0	\$7,480,00	00.00
ح د	MOD. 4'X4' FILD INLET TO 4'X4' INLE	\$3,02		\$0.00		\$0.00	%0	\$3 025 00	00.05
* r	40 HUPE	\$162,764.25	\$162,764.25	00.0\$		\$162,764.25	100%	\$0.00	\$16 276 43
٥	30 HUPE	\$29,228.40		\$0.00		\$29,228.40	100%	\$0.00	\$2 922 84
0	24 HUPE	\$42,636.44	\$42,636.44	\$0.00		\$42,636,44	100%	\$0.00	\$4 263 64
1	18" HDPE	\$30,505.68		\$0.00		\$30,505,68	100%	\$0.00	\$3.050.57
ာ	8" PVC	\$1,383.72	\$1,383.72	\$0.00		\$1383.72	100%	000	£138.37
2	4'X4' JUNCTION BOX W/3'X3' GRATE	\$26,180	\$26,180.00	\$0.00		\$26,180.00	100%	\$0.00	\$2,618.00
	(2) 5'X5' JUNCTION BOX W/4'X4' GR	\$53,900		\$0.00		\$53,900.00	100%	80.00	\$5,390,00
2	_		\$16,170.00	\$0.00	!	\$16,170.00	100%	\$0.00	\$1,617,00
2	7	\$3,510		\$0.00		\$3,510.00	100%	\$0.00	\$351.00
4	24"X18" HDPE PIPE TO PIPE CONNE	\$1,212	\$	\$0.00		\$1,212.00	100%	\$0.00	\$121.20
<u>ဥ (</u>	18"X18" HDPE PIPE TO PIPE CONNE	\$676.00	\$676.00	\$0.00		\$676.00	100%	\$0.00	\$67.60
ا ع	24"X8" WYE		\$281.00	\$0.00		\$281.00	100%	\$0.00	\$28.10
	36" SLOPING HEADWALL	\$1,485.00	\$0.00	\$1,485.00		\$1,485.00	100%	\$0.00	\$148.50
2	12"X12" GRATE INLET	\$908.80	\$308.80	\$0.00		\$908.80	400%	\$0.00	\$30.88
6	5. CURB INLET	\$1,815.00	\$1,815.00	\$0.00		\$1,815.00	100%	\$0.00	\$181.50
8	8" ROCK RIP RAP	\$770.00	00'0\$	\$770.00		\$770.00	100%	\$0.00	\$77.00
7	REM. EXISTING LINE	\$7,920.00	\$7,920.00	\$0.00		\$7,920.00	100%	\$0.00	\$792.00
2	REM. EXISTING INLET	\$932.00	\$932.00	\$0.00		\$932.00	100%	\$0.00	\$93.20
3	I RENCH SAFE IY	\$3,773.00	\$3,773.00	\$0.00		\$3,773.00	100%	\$0.00	\$377.30
	WATER LINES						1		
-	2" TAP (IRRIGATION)	83 BOA OO	£3 804 00	60.00	-	00 000 00	7000	0000	0,000
2	8" TAP (FIRE LINE)	\$3,398,00		\$0.00 \$0.00	1	\$3.004.00	800	\$0.00	\$380.40
60	4" TAP (DOMESTIC)	er 604.00	l	90.00		45,530.00	820	90.00	\$339.00
, -	PELOCATE DOUBLE PETEGES 2	95,694.00		\$0.00		\$5,694.00	100%	\$0.00	\$569.40
r	10" FIDE LINE & ACCESSION	\$3,514.00		\$0.00		\$3,514.00	100%	\$0.00	\$351.40
2 (4	O FIRE LINE & ACCESSORIES	\$2,162.00	ļ	\$0.00		\$2,162.00	100%	\$0.00	\$216.20
,	A LINE ALCESSORIES	\$48,921.00	- [\$0.00		\$48,921.00	100%	\$0.00	\$4,892.10
. 0	4 DOMESTIC LINE & ACCESSORIES	\$10,421.00	\$10,421.00	\$0.00		\$10,421.00	100%	\$0.00	\$1,042.10
0 0	2" WATER METER (IRRIGATION)		\$1,978.40	\$0.00		\$1,978.40	100%	\$0.00	\$197.84
>	WATER WETER (DOMESTIC)	\$31,224.00	\$31,224.00	\$0.00		\$31,224.00	100%	\$0.00	\$3 122 40
1									2

Case (າ9-	343	56-	hd	h1	1
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Claim 11-2 Part 4

Filed 08/27/09

Desc Exhibit

Page 8 of 8

CONTINUATION SHEET

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractor's signed Certification, is attached. In Tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where retainage for line items may apply

NTE FOR PAYMENT	APPLICATION NUMBER: APPLICATION DATE PERIOD TO ARCHITECT'S PROJECT NO.	Page 3 of Page 12/25/2008 12/25/2008

4	a								
		O	0	W	L L	0		1 = ==	
_			WORK COMPLETED	8	MATERIALS	TOTAL			
TEM	DESCRIPTION OF WORK	1	FROM PREVIOUS		PRESENTLY	COMPLETED		BAI ANCE	TO STANDARD
Š.		SCHEDOLED VALUE	APPLICATIONS	THIS PERIOD	STORED	AND STORED		ρ	IF VARIABLE
		anna.	(i) (i)		(NOT IN	TODATE	(0.0)	FINISH	RATE
					DORE	(D+E+F)		(O)	
10	6" HYDRANT LEAD	\$1 870 00	C1 870 00	0000					
11	12"X6" TAPPING SLEEVE & VAI VE	\$2,082,00	00.00.00	30.00		\$1,870,00	100%	\$0.00	\$187.00
12	8" GATE VAI VE	#2,302.00	32,362.00	20.00		\$2,982.00	100%	\$0.00	\$298.20
十	6" GATE VALVE	\$0,040.00	\$6,540.00	\$0.00		\$6,540.00	100%	\$0.00	\$654.00
┪	CIDE UNDANIT	\$3,260.00		\$0.00		\$3,260.00	100%	\$0.00	\$326.00
Т	WDDANI CIFFI POLLADO	\$13,107.50	63	\$0.00		\$13,107.50	100%	\$0.00	\$1,310,75
_	HTURANI SIEEL BOLLARDS	\$2,320.00		\$0.00		\$2,320.00	100%	\$0.00	\$232.00
7	IN THE RISER I AFF, I INSIDE BLDO	\$3,981.00		\$0.00		\$3,981.00	į	80.00	\$398 10
_	O FL RISER T'AFF, I'INSIDE BLDG	\$2,892.00	1	\$0.00		\$2,892.00		\$0.00	\$289.20
_	CONNECT TO 8" STUB	\$1,822.00		\$0.00		\$1.822.00	İ	\$0.00	\$182.20
7	KEM. EXISTING WATER LINE	\$6,600.00	\$6,600.00	\$0.00		\$6,600.00		\$0.00	\$660.00
7	(ES)	\$3,482.50	\$3,482.50	\$0.00		\$3.482.50	; ·	\$0.00	\$348.25
21	IRENCH SAFETY	\$1,393.00	\$1,393.00	\$0.00		\$1,393.00	100%	\$0.00	\$139.30
-							1		
"	SANITARY SEWER						 		
П	CONNECT 8" SEWER TO EXISTING	\$8,316.00	\$8,316.00	\$0.00		\$8,316.00	100%	\$0.00	\$831.60
Т	SANIJARY SEWER	\$12,312.00	\$12,312.00	\$0.00		\$12,312.00	100%	\$0.00	\$1,231.20
7	IESI	\$761.40	\$761.40	\$0.00		\$761.40	100%	\$0.00	\$76.14
4	TRENCH SAFETY	\$324.00	\$324.00	\$0.00		\$324.00	100%	\$0.00	\$32.40
-	N I O I WAS THE TANK OF THE PARTY OF THE PAR						+-		
7	AS LINE - KEMOVAL ONLY								
<u>- </u>	REM. EXISTING GAS LINE & CONNE	\$3,838.91	\$3,838.91	\$0.00		\$3,838.91	100%	\$0.00	\$383.89
Z	MISC						1		
	DELETE 48"-45 DEG BENDS	(\$5,100,00)	(\$5.100.00)	00 08		785 100 00V	100%	00 03	/8540 00V
2 H,	HAUL OFF	\$24,000.00	\$24,000.00	\$0.00		\$24,000.00	100%	\$0.00	\$2,400,00
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7	OIAL	\$607,435.00	\$589,615.00	\$2,255.00	\$0.00	\$591 870 OO	070/	845 505 00	
					1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	100.00	-37.70	00.505,010	\$29,187.00

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: (12586833)Claim No: 11 Status: Wright Construction Co. Original Filed Filed by: CR c/o Mark Stoecker Date: 08/26/2009 Entered by: Stoecker, Mark Harrison Steck, P.C. Original Entered Modified: 512 Main Street, Suite 1100 Date: 08/26/2009 Fort Worth, TX 76102 Last Amendment Filed: 08/27/2009 Last Amendment Entered: 08/27/2009

Secured claimed: \$76781.50

Priority claimed: \$76781.50

Total claimed: \$153563.00

History:

Details 11-1 08/26/2009 Claim #11 filed by Wright Construction Co., total amount claimed: \$153563

(Stoecker, Mark)

Details 11-2 08/27/2009 Amended Claim #11 filed by Wright Construction Co., total amount claimed:

\$153563 (Stoecker, Mark)

Description: (11-1) Goods and services

(11-2) Goods and services

Remarks: (11-1) filed Mechanic's Lien

(11-2) Filed Mechanic's Lien

Claims Register Summary