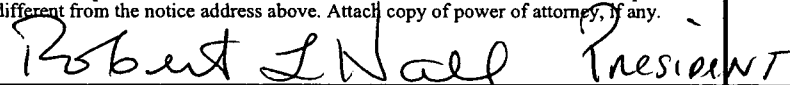



UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.		Case Number: 09-34360-11 Re-designated as 09-34360-HDH-11
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. All other requests for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): BP Equipment Co. 805 Clear Creek Avenue League City, Texas 77573		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <i>(If known)</i> Filed on: _____
RECEIVED OCT 13 2009 BMC GROUP		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Name and address where notices should be sent: c/o Gary B. Kivell, Attorney at Law 622 West Main Street, League City, Texas 77573 Telephone number: 281.332.1400 - email RFuhr@aol.com Email Address: 281.332.1400 - email RFuhr@aol.com		
Name and address where payment should be sent (if different from above): BP Equipment CO. 805 Clear Creek Avenue League City, Texas 77573 Telephone number: 281.332.1400		
1. Amount of Claim as of Date Case Filed: \$ <u>58,637.80</u> 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. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____
2. Basis for Claim: <u>services performed and materials and equipment</u> (See instruction #2 on reverse side.) <u>furnished</u>		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction §3a on reverse side).		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Value of Property: \$ _____ Annual Interest Rate ____% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: Sept. 29 2009	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.  Robert L. Hall President	FOR COURT USE ONLY OPUS WEST  00295

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
 Modified B10 (GCG) (12/08)

Robert L. Hall

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

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

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

Court, Name of Debtor, and Case Number:

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

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

4. Secured Claim:

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

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

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

6. Credits:

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

7. Documents:

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

Date and Signature:

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

DEFINITIONS

Debtor

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

Creditor

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

Claim

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

Proof of Claim

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

Secured Claim Under 11 U.S.C. §506(a)

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

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

Unsecured Claim

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

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

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

Redacted

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

Evidence of Perfection

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

INFORMATION

Acknowledgment of Filing of Claim

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

Offers to Purchase a Claim

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

Robert L. Hall, Inc.
dba B P Equipment Company
Opus West Constuction Corporation

Balance Due Report
September 9, 2009

Type	Date	Num	Memo	Pay Meth	Amount
Invoice	02/05/2009	12280			34,490.14
Invoice	02/05/2009	12282			3,832.05
Invoice	03/16/2009	12674			1,667.05
Invoice	04/14/2009	12852			21,042.83
Invoice	04/14/2009	12852 Ret			2,554.70
Payment	06/04/2009	520000014	12280, Partial Payment	Check	-4,948.97
Balance due as of 9/9/2009					58,637.80



805 Clear Creek Avenue
League City, TX 77573

Invoice

Date	Invoice #
2/5/2009	12280

Bill To
Opus West Construction Corporation 15455 North Dallas Pkwy, Ste 450 Addison, TX 75001

Ship To
Energy Crossing Spec Office 15021 Katy Freeway Houston, TX 77094 Contract 10592.11

P.O. No.	Terms	Due Date	Rep	Ship Via	Ship Date	S.O. No.
CO1	Net 30	3/7/2009	TL	Our Truck	2/5/2009	
Description			Qty	Rate	Amount	
FAPD Barrier Gate G90 CD 120V LH, White Cabinet			8	2,852.19	22,817.52T	
Gate Arm, Folding ADA 10', left hand G90			8	292.12	2,336.96T	
Config Pkg, CD Gate, Standard programming			8	119.26	954.08T	
Surge suppressor			8	56.00	448.00T	
Sensor Loops			16	200.00	3,200.00T	
BP Installation			1	4,400.00	4,400.00T	
Shipping			1	1,245.00	1,245.00T	
Retainage 10%			1	-3,540.00	-3,540.00T	

BP Equipment Company, License #B15835 is regulated by the Texas Private Security Board. Complaints may be directed to PO Box 4087 Austin, TX 78773 or PSB_HoustonComplaint@txdps.state.tx.us

Phone #	Fax #	E-mail
281-332-0288	281-332-0431	bob@bpequipment.com

Subtotal	\$31,861.56
Sales Tax (8.25%)	\$2,628.58
Total	\$34,490.14
Payments/Credits	\$-4,948.97
Balance Due	\$29,541.17



805 Clear Creek Avenue
League City, TX 77573

Date	Invoice #
2/5/2009	12282

Bill To
Opus West Construction Corporation 15455 North Dallas Pkwy, Ste 450 Addison, TX 75001

Ship To
Energy Crossing Spec 15021 Katy Freeway Houston, TX 77094 Contract 10592-11

P.O. Number	Terms	Due Date	Rep	Via	Service Date	Service Ticket
10592-11	Net 30	3/7/2009	TL	Our Truck	2/5/2009	
Quantity	Item Code	Description			Price Each	Amount
1	Retainage	Retainage for Invoice # 12280			3,540.00	3,540.00T

BP Equipment Company, License #B15835 is regulated by the Texas Private Security Board. Complaints may be directed to PO Box 4087 Austin, TX 78773 or PSB_HoustonComplaint@txdps.state.tx.us			Subtotal		\$3,540.00
			Sales Tax (8.25%)		\$292.05
Phone #	Fax #	E-mail	Balance Due		
281-332-0288	281-332-0431	bob@bpequipment.com			

BP EQUIPMENT CO.

805 Clear Creek Avenue
League City, TX 77573

Date	Invoice #
3/16/2009	12674

Bill To
Opus West Construction Corporation 15455 North Dallas Pkwy, Ste 450 Addison, TX 75001

Ship To
Energy Crossing Spec Office 15021 Katy Freeway Houston, TX 77094 Contract 10592.11

P.O. Number	Terms	Due Date	Rep	Via	Service Date	Service Ticket
CO 3	Net 30	4/15/2009	JDO	Our Truck	3/13/2009	15629
Quantity	Item Code	Description			Price Each	Amount
5	L-5 Detector Loop	Re-cut 5 loops that were cut through, wrapped and sealed detector loop and wired to gate.			300.00	1,500.00T
1	Travel	Trip charge			40.00	40.00T

BP Equipment Company, License #B15835 is regulated by the Texas Private Security Board. Complaints may be directed to PO Box 4087 Austin, TX 78773 or PSB_HoustonComplaint@txdps.state.tx.us

Subtotal \$1,540.00

Sales Tax (8.25%) \$127.05

Balance Due \$1,667.05

Phone #	Fax #	E-mail
281-332-0288	281-332-0431	bob@bpequipment.com



805 Clear Creek Avenue
League City, TX 77573

Date	Invoice #
4/14/2009	12852

Bill To
Opus West Construction Corporation 15455 North Dallas Pkwy, Ste 450 Addison, TX 75001

Ship To
Two Addison Circle Spec Office Addison, TX Barrier Arms 10593.00

P.O. Number	Terms	Due Date	Rep	Via	Service Date	Service Ticket
10593.00	Net 30	5/14/2009	GT	Our Truck	3/23/2009	
Quantity	Item Code	Description	Price Each	Amount		
6	53-18125Y	FAPD Barrier Gate G90 CD LH 120V, Yellow Cabinet	1,950.00	11,700.00T		
6	53-18035	Gate Arm 10' Finished, G90CD	45.00	270.00T		
12	L-5 Detector Loop	Cut, wrap and seal detector loops, included in installation costs	0.00	0.00T		
1	Installation	Install 6 each FAPD G-90 gates and cut, wrap and seal 12 loops. Test operation of equipment, working correctly.	10,200.00	10,200.00		
1	Shipping	Inbound freight for equipment	440.00	440.00		
1	Retainage	Retainage of 10%	-2,360.00	-2,360.00T		

BP Equipment Company, License #B15835 is regulated by the Texas Private Security Board. Complaints may be directed to PO Box 4087 Austin, TX 78773 or PSB_HoustonComplaint@txdps.state.tx.us

Phone #	Fax #	E-mail
281-332-0288	281-332-0431	bob@bpequipment.com

Subtotal	\$20,250.00
Sales Tax (8.25%)	\$792.83
Balance Due	\$21,042.83



805 Clear Creek Avenue
League City, TX 77573

Date	Invoice #
4/14/2009	12852 Ret

Bill To
Opus West Construction Corporation 15455 North Dallas Pkwy, Ste 450 Addison, TX 75001

Ship To
15782 Spectrum Two Addison Circle Addison, TX 10593.00

P.O. Number	Terms	Due Date	Rep	Via	Service Date	Service Ticket
10593.00	Net 30	5/14/2009	GT	Our Truck	4/14/2009	
Quantity	Item Code	Description			Price Each	Amount
1	Retainage	Retainage for Invoice 12852			2,360.00	2,360.00T

BP Equipment Company, License #B15835 is regulated by the Texas Private Security Board. Complaints may be directed to PO Box 4087 Austin, TX 78773 or PSB_HoustonComplaint@txdps.state.tx.us			Subtotal		\$2,360.00
			Sales Tax (8.25%)		\$194.70
Phone #	Fax #	E-mail	Balance Due		
281-332-0288	281-332-0431	bob@bpequipment.com			

Houston

my
OK



Energy Crossing Spec Office / 10592.00
H10/11150 / Parking Control Equipment
BP Equipment Co. / Tim Lyons
Contact Phone # 281.332.0288
Contact Fax # 281.332.0431
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 20th day of May, 2008, by and between Opus West Construction Corporation ("Contractor"), with its office located at 15455 N. Dallas Parkway - Suite 450, Addison, TX 75001, and BP Equipment Co. ("Subcontractor") with its office located at 805 Clear Creek Ave., League City, TX 77573.

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 Energy Crossing Spec Office ("Project"), located at 15021 Katy Freeway, Houston, TX 77094 ("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 engineers ("Architect/Engineer") of record for the Project are:

Architect of Record:	Opus Architects & Engineers
Civil Engineer:	Kinley-Horn and Associates, Inc.
Geotechnical Engineer:	Terrason Consultants Inc
Structural Engineer of Record:	Opus Architects & Engineers
5. **Scope of Work.** Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. **Schedule.** Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 01/09/2009. 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 \$ 53,131.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
8. **Riders.** The following Riders are attached to and made a part of this Subcontract:
 - 8.1 Rider A (Scope of Work)
 - 8.2 Rider B (Indemnification)
 - 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager MARKE SMITH

CONTRACTOR
Opus West Construction Corporation

By: [Signature]

(Print Name)

Vice President of Construction, Texas

(Title)

7/1/08

(Date)

SUBCONTRACTOR
BP Equipment Co.

By: [Signature]

(Print Name)

PRESIDENT

(Title)

6-10-08

(Date)

Dallas



Two Addison Circle Spec Office / 10593.00
K20/16340 /Barrier Arms
BP Equipment Company / Gene Thie
Contact Phone # 972.446.7275
Contact Fax #
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 22nd day of January, 2009, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 15455 N. Dallas Parkway - Suite 450, Addison, TX 75001, and BP Equipment Company ("Subcontractor") with its office located at 1611 N. I35 E., Ste. 116, Carrollton, TX 75006.

Contractor and Subcontractor agree as follows:

- Subcontract Documents.** The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
- Project.** Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Two Addison Circle Spec Office ("Project"), located at 15725 North Dallas Parkway, Addison, TX 75001 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
- Owner.** The Owner of the Project is Opus West Corporation ("Owner").
- Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:
 Architect of Record: Opus Architects & Engineers, Inc.
 Civil Engineer: Pacheco Koch Consulting Engineers
 Geotechnical Engineer: Reed Engineering Group Inc
 Structural Engineer of Record: Opus Architects & Engineers, Inc.
- Scope of Work.** Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
- Schedule.** Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 12/31/2009. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
- Subcontract Sum.** Contractor shall pay Subcontractor the sum of \$ 23,598.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
- Riders.** The following Riders are attached to and made a part of this Subcontract:
 8.1 Rider A (Scope of Work)
 8.2 Rider B (Indemnification)
 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager _____
 Brian Dotolo

CONTRACTOR
 Opus West Construction Corporation

By: _____
 Paul Lemire
 (Print Name)
 Vice President of Construction, Texas
 (Title)
 1-29-09
 (Date)

SUBCONTRACTOR
 BP Equipment Company

By: _____
 Eugene F. Thie
 (Print Name)
 General Manager Dallas
 (Title)
 1-26-09
 (Date)

RECEIVED

OK
for

JUL 21 2008



Opus West Construction Corporation
SUBCONTRACT CHANGE ORDER

Opus West-Dallas

Parking Control Equipment
CON-10592.00-24

H10/11150

Change Order Date: 07/14/2008

Change Order #: 1

To Subcontract Agreement dated: 05/20/2008

TO: BP Equipment Co.
805 Clear Creek Ave.
League City, TX 77573

PROJECT: Energy Crossing Spec Office
15021 Katy Freeway
Houston, TX 77094

CHANGE DETAILS

Item	Description	Amount
1	Deduct card readers and associated software & access cards	\$(14,809.00)
		<u>\$(14,809.00)</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10592.11-H10-11150.00-S	\$53,131.00	\$(14,809.00)	\$38,322.00
	<u>\$53,131.00</u>	<u>\$(14,809.00)</u>	<u>\$38,322.00</u>
Original Contract Amount.....			\$53,131.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$(14,809.00)
Contract Amount to Date.....			\$38,322.00

ACKNOWLEDGEMENT

Please sign and return all original copies

BP Equipment Co.

Robert L. Hall

Robert L. Hall
Printed Name Date

Opus West Construction Corporation

Paul Lembke

Paul Lembke
Printed Name Date

7/21/08
Date

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

Handwritten initials/signature



**Opus West Construction Corporation
SUBCONTRACT CHANGE ORDER**

Change Order Date: 03/20/2009

Change Order #: 3

To Subcontract Agreement dated: 05/20/2008

TO: BP Equipment Co.
805 Clear Creek Ave.
League City, TX 77573

PROJECT: Energy Crossing Spec Office
15021 Katy Freeway
Houston, TX 77094

Parking Control Equipment

CON-10592.00-24

H10/11150

CHANGE DETAILS

Item	Description	Amount
1	Repair 5 detector loops damaged by sawcutting	\$1,667.00
		<u>\$1,667.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10592.10-M30-01998.00-S	\$0.00	\$0.00	\$0.00
10592.11-H10-11150.00-S	\$38,322.00	\$1,667.00	\$39,989.00
	<u>\$38,322.00</u>	<u>\$1,667.00</u>	<u>\$39,989.00</u>
Original Contract Amount.....			\$53,131.00
Previously Approved Change Orders.....			\$(14,809.00)
Amount this Change Order.....			\$1,667.00
Contract Amount to Date.....			\$39,989.00

ACKNOWLEDGEMENT

Please sign and return all original copies

BP Equipment Co.

Robert L. Hall

Printed Name: Robert L. Hall Date: 3-24-09

Opus West Construction Corporation

Paul Lembke

Printed Name: Paul Lembke Date: 4-3-09

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

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

RECEIVED

AUG 01 2008



Opus West Construction Corporation
SUBCONTRACT CHANGE ORDER

Opus West-Dallas

Change Order Date: 07/22/2008

Change Order #: 2

To Subcontract Agreement dated: 05/20/2008

TO: BP Equipment Co.
805 Clear Creek Ave.
League City, TX 77573

PROJECT: Energy Crossing Spec Office
15021 Katy Freeway
Houston, TX 77094

Parking Control Equipment

CON-10592.00-24

H10/11150

CHANGE DETAILS

Item	Description	Amount
1	The attached CD of Project Drawings dated 4/21/08 & Project Specs dated 7/15/08 for Energy Crossing is hereby made a part of your subcontract agreement.	\$0.00
		\$0.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10592.10-M30-01998.00-S	\$0.00	\$0.00	\$0.00
10592.11-H10-11150.00-S	\$38,322.00	\$0.00	\$38,322.00
	\$38,322.00	\$0.00	\$38,322.00

Original Contract Amount.....	\$53,131.00
Previously Approved Change Orders.....	\$(14,809.00)
Amount this Change Order.....	\$0.00
Contract Amount to Date.....	\$38,322.00

ACKNOWLEDGEMENT

Please sign and return all original copies

BP Equipment Co.

Robert L. Hall
Robert L. Hall 7-29-08
Printed Name Date

Opus West Construction Corporation

Paul Lembke
Paul Lembke
Printed Name Date

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

Dixie Johnston

From: Bob Fields [fishman33@yahoo.com]
Sent: Monday, September 21, 2009 9:48 AM
To: Dixie Johnston
Subject: Re: Fields v Clarion Inn

Replying to Mr. Kivell's' phone call this morning, I will cancel plans I had today for notarizing papers you had sent. Thanks for the update.

I plane on being at Lake Rayburn from Sept 28th thru Oct 8th. Then...in Kentucky visiting and ailing relative Oct 19th thru Oct 22nd. Then... in Maryland around the first week in November, for the change of tree leaf colors in the Fall. Hopefully, any court dates can be set up after these plans of mine. Which chew up a lot of Oct and early November. If there is a problem, pleast let me know.

Thanks for you efforts in all this. There will be a check in the mail, today, for \$97.00.....which, according to billing notice, is for County Filing and Citation Fees.

Bob Fields

From: Dixie Johnston <mrader@raderlawfirm.com>
To: Fishman33@yahoo.com
Sent: Friday, September 18, 2009 9:21:13 AM
Subject: Fields v Clarion Inn

Bob,
Attached please find a response to Defendant's Motion to Transfer Venue. Please execute your Affidavit before a notary and fax or email a copy and mail the original.

Thanks,
Dixie Johnston
Legal Secretary
Frederick L. Fuhr, Attorney at Law
622 West Main Street
League City, Texas 77573
281.332.1400 - (o) ☎
281.332.8885 - (f) ☎

THE FUHR LAW FIRM

622 WEST MAIN STREET ▪ LEAGUE CITY, TEXAS 77573

Frederick L. Fuhr
Email: RFuhr@aol.com
Gary B. Kivell – of counsel

Telephone 281.332.1400
Facsimile 281.332.8885

October 6, 2009

Certified Mail RRR
OPUS WEST CORPORATION, ET AL
c/o BMC Group
P. O. Box 3020
Chanhassen, MN 55317-3020

Re: Case No. 09-34360-11; Re-Designated 09-34360HDH-11;
In re: Opus West Construction Corporation, Debtor, Chapter 11, United States
Bankruptcy Court for the Northern District of Texas – Dallas Division

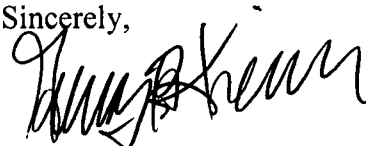
PROOF OF CLAIM BP EQUIPMENT COMPANY

Dear Sirs:

Enclosed please find the creditor, **BP EQUIPMENT COMPANY'S PROOF OF CLAIM** regarding the above referenced matter. Please file same in your usual manner and return a file-stamped copy in the enclosed self-addressed, stamped envelope.

If you have any questions, please do not hesitate to call me.

Sincerely,



Gary B. Kivell

GBK/dj
Cc: BP Equipment Co.