


UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input checked="" type="checkbox"/> Opus West Corporation <input 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: <p style="font-size: 24pt; text-align: center;">09-34356</p>
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): <p style="font-size: 24pt; text-align: center;">Canyon Consulting</p> <p style="text-align: center;">RECEIVED OCT 19 2009 BMC GROUP</p>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (if known) Filed on:
Name and address where notices should be sent: 11860 Pierce St. # 200 Riverside CA 92505 Telephone number: 951 343-8686 Email Address: Peter W @ Canyon-Consulting.com		<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 payment should be sent (if different from above): Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ 9,260.00 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <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: <p style="text-align: center;">\$</p>
2. Basis for Claim: Surveying Services (See instruction #2 on reverse side.)		
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:	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. <p style="font-size: 24pt; text-align: center;">P W Q</p>	FOR COURT USE ONLY OPUS WEST  00300

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)

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.

UNITED STATES BANKRUPTCY COURT Northern District of Texas

Notice of

Chapter 11 Bankruptcy Cases, Meeting of Creditors, & Deadlines

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

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

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

See Reverse Side for Important Explanations

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

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

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

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

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

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

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

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

Meeting of Creditors

Date: **August 12, 2009**

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

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

Deadline to File a Proof of Claim

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

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

For a governmental unit: _____

Claims Should be Sent to:

IF BY MAIL:

Opus West Corporation, et al
c/o BMC Group
P.O. Box 3020
Chanhassen, MN 55317-3020

IF BY HAND OR OVERNIGHT COURIER:

Opus West Corporation, et al
c/o BMC Group
18750 Lake Drive East
Chanhassen, MN 55317

Creditors with a Foreign Address:

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

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

Creditors May Not Take Certain Actions:

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

Address of the Bankruptcy Clerk's Office:

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

For the Court:

Clerk of the Bankruptcy Court:
Tawana C. Marshall

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

EXPLANATIONS

Filing of Chapter 11 Bankruptcy Case	<p>Bankruptcy cases under Chapter 11 of the Bankruptcy Code (title 11, United States Code) have been filed in this court by the debtors listed on the front side, and orders for relief have been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the court. You may be sent a copy of the plan and a disclosure statement telling you about the plan, and you might have the opportunity to vote on the plan. You will be sent a notice of the date of confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the debtor's property and may continue to operate any business.</p>
Legal Advice	<p>The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in these cases.</p>
Creditors Generally May Not Take Certain Actions	<p>Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.</p>
Meeting of Creditors	<p>A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor's representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. The court, after notice and a hearing, may order that the United States trustee not convene the meeting if the debtor has filed a plan for which the debtor solicited acceptances before filing the case.</p>
Claims	<p>A Proof of Claim is a signed statement describing a creditor's claim. If a Proof of Claim form is not included with this notice, you can obtain one at any bankruptcy clerk's office, You may look at the schedules that have been or will be filed at the bankruptcy clerk's office. If your claim is scheduled and is not listed as disputed, contingent, or unliquidated, it will be allowed in the amount scheduled unless you filed a Proof of Claim or you are sent further notice about the claim. Whether or not your claim is scheduled, you are permitted to file a Proof of Claim. If your claim is not listed at all or if your claim is listed as disputed, contingent, or unliquidated, then you must file a Proof of Claim or you might not be paid any money on your claim and may be unable to vote on the plan. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. Filing Deadline for a Creditor with a Foreign Address: The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.</p>
Discharge of Debts	<p>Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that Deadline.</p>
Bankruptcy Clerk's Office	<p>Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side, You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.</p>
Creditor with a Foreign Address	<p>Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in these cases.</p>

Canyon Consulting

9834 Research Drive, Suite 100
Irvine, CA 92618
Phone: (949) 486-1430 Fax: (949) 486-1442

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Invoice Number: 9554
December 31, 2008
Page 1 of 2

INVOICE

Mr. Shaun Evans
OPUS WEST
2050 Main Street, Suite 800
Irvine, CA 92614

Project Name: The Commons at Chino Hills - Staking
Canyon Project #: 07-100
Client Project #: 97391.01
Project Manager: Peter Weilbacher

Professional Services for the Period: December 1, 2008 to December 31, 2008

	<u>Contract Amount</u>	<u>Previously Billed</u>	<u>Percent Complete</u>	<u>Amount Due</u>
SURVEY FEE FOR ON-SITE IMPROVEMENTS				
Project Control	3,400.00	3,400.00	100.00	0.00
Precise Grading	34,300.00	34,300.00	100.00	0.00
Building Control	14,900.00	14,900.00	100.00	0.00
Domestic/Fire Waterline Staking	24,500.00	24,500.00	100.00	0.00
Sanitary Sewer Staking	13,900.00	13,900.00	100.00	0.00
Storm Drain Staking	24,200.00	24,200.00	100.00	0.00
Curb and Gutter Staking	39,800.00	39,800.00	100.00	0.00
Sight Lighting/Electrical Utility Staking	18,100.00	18,100.00	100.00	0.00
Screen Wall Staking	3,100.00	3,100.00	100.00	0.00
Phase Total:	176,200.00	176,200.00		0.00
SURVEY FEE FOR OFF-SITE IMPROVEMENTS				
Off-Site Storm Drain Staking	5,500.00	5,500.00	100.00	0.00
Chino Hills Parkway Off-Site Curb Staking	11,300.00	11,300.00	100.00	0.00
Phase Total:	16,800.00	16,800.00		0.00
EXTRA SERVICES AUTHORIZATION 01				
Extra Staking Authorization	11,060.00	11,060.00	100.00	0.00
Extra Services Total:	11,060.00	11,060.00		0.00
EXTRA SERVICES AUTHORIZATION 02				
Extra Staking Authorization	30,860.00	30,860.00	100.00	0.00
Extra Services Total:	30,860.00	30,860.00		0.00

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Canyon Consulting
 Project: The Commons at Chino Hills - Staking
 Canyon Project #: 07-100

Invoice Number: 9554
 December 31, 2008
 Page 2 of 2

EXTRA SERVICES AUTHORIZATION 03	<u>Contract Amount</u>	<u>Previously Billed</u>	<u>Percent Complete</u>	<u>Amount Due</u>
Extra Staking Authorization	50,390.00	50,390.00	100.00	0.00
Extra Services Total:	50,390.00	50,390.00		0.00

EXTRA SERVICES AUTHORIZATION 04	<u>Contract Amount</u>	<u>Previously Billed</u>	<u>Percent Complete</u>	<u>Amount Due</u>
Extra Staking Authorization	45,010.00	45,010.00	100.00	0.00
Extra Services Total:	45,010.00	45,010.00		0.00

EXTRA SERVICES AUTHORIZATION 05	<u>Contract Amount</u>	<u>Previously Billed</u>	<u>Percent Complete</u>	<u>Amount Due</u>
Extra Staking Authorization	29,450.00	29,450.00	100.00	0.00
Extra Services Total:	29,450.00	29,450.00		0.00

EXTRA SERVICES AUTHORIZATION 06	<u>Contract Amount</u>	<u>Previously Billed</u>	<u>Percent Complete</u>	<u>Amount Due</u>
Extra Staking Authorization	16,760.00	16,760.00	100.00	0.00
Extra Services Total:	16,760.00	16,760.00		0.00

EXTRA SERVICES AUTHORIZATION 07	<u>Contract Amount</u>	<u>Previously Billed</u>	<u>Percent Complete</u>	<u>Amount Due</u>
Extra Staking Authorization	9,520.00	9,520.00	100.00	0.00
Extra Services Total:	9,520.00	9,520.00		0.00

EXTRA SERVICES AUTHORIZATION 08	<u>Contract Amount</u>	<u>Previously Billed</u>	<u>Percent Complete</u>	<u>Amount Due</u>
Extra Staking Authorization	9,260.00	0.00	100.00	9,260.00
Extra Services Total:	9,260.00	0.00		9,260.00

TOTAL INVOICE AMOUNT: \$9,260.00

<u>Aged Receivables</u>	<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>91-120 Days</u>	<u>> 120 Days</u>
	\$9,260.00	\$0.00	\$9,520.00	\$0.00	\$0.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**
(California Civil Code 3262(d)(1))

Upon receipt by the undersigned of a check from Opus West Construction Corporation in the sum of \$9,260.00 payable to Canyon Consulting and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of the Opus West Corporation located in Chino Hills, CA to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished to Opus West Construction Corporation through December 31, 2008 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Date: January 21, 2009

COMPANY: Canyon Consulting

BY: _____


Dale Lloyd
Controller

CANYON

CONSULTING

January 21, 2009

Canyon JN 07-100

COPY

Mr. Shaun Evans
Project Manager
Opus West Corporation
2050 Main Street, Suite 800
Irvine, CA 92614

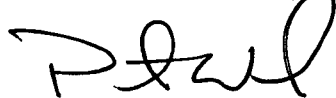
Subject: **Request for Extra Staking Authorization for The Commons at Chino Hills in the City of Chino Hills, CA (08STK)**

Dear Shaun,

Canyon Consulting has provided additional survey services beyond the approved scope of work on The Commons at Chino Hills located in the City of Chino Hills. We have identified the survey services in Exhibit 'A'. Please process Exhibit 'A' with your Accounting Department for issuance of a change order. If you have any questions, please feel free to contact me at any time.

Sincerely,

CANYON CONSULTING



Peter Weilbacher, PLS
Vice-President

Enclosure

COPY

EXHIBIT A
SCOPE OF SERVICES
Additional Surveying Services

1. Sewer Re-Staking (EX)

■ Consultant has provided re-staking of the sewer lateral and grease interceptor for Shop "3". Original stakes were lost to heavy construction traffic. These services were provided on October 30, 2008 as shown on the attached signed extra service authorization.

Fee\$ 520.00

2. Storm Drain Re-Staking (EX)

■ Consultant has provided re-staking of the storm drain laterals A3 & A4 at the Ayres Hotel site. Original stakes were lost to heavy construction traffic. These services were provided on October 30, 2008 as shown on the attached signed extra service authorization.

Fee\$ 920.00

3. Monument Recovery (EX)

■ Consultant has provided recovery of the Cal Trans Right of Way monuments at the request of the city inspector. The monuments had to be dug up following grading. These services were provided on October 30, 2008 as shown on the attached signed extra service authorization.

Fee\$720.00

4. Utility Re-Staking (EX)

■ Consultant has provided re-staking of the redesigned utilities (Storm Drain, Domestic Water, and Sewer) around the Arby's Restaurant. Consultant has also provided re-staking of the redesigned domestic water and sewer for Shop 10. Re-staking was also provided for the existing storm drain line at Shop 10 for the tie in location. Re-staking for redesign was not in the original scope of services. Original stakes were lost to heavy construction traffic. These services were provided on November 6, 2008 as shown on the attached signed extra service authorization.

Fee\$ 1,840.00

5. Monument Recovery (EX)

■ Consultant has provided recovery of the Cal Trans Right of Way monuments at the request of the city inspector. Consultant also walked the monuments for visible inspection by the city inspector. The monuments had to be dug up following grading. These services were provided on November 19, 2008 as shown on the attached signed extra service authorization.

Fee\$1,140.00

6. Storm Drain Re-Staking (EX)

■ Consultant has provided re-staking of the storm drain lateral around the Shop 10 building due to redesign. Original stakes were lost to heavy construction traffic. These services were provided on December 31, 2008 as shown on the attached signed extra service authorization.

Fee\$ 920.00

7. Sewer and Pad Corner Re-Staking (EX)

■ Consultant has provided re-staking of the sewer lateral and grease interceptor for Shop "1" to uncover the existing line. Consultant also provided re-staking of the pad corners for Shops 4 & 10. Original stakes were lost to heavy construction traffic and utility trenching. These services were provided on January 7, 2009 as shown on the attached signed extra service authorization.

Fee\$ 1,240.00

8. Monument Re-Establishment (EX)

■ Consultant has provided re-establishment of the Cal Trans Right of Way monuments at the request of the city inspector. Consultant also set centerline ties along Chino Hills Parkway at the request of the city inspector. These services were provided on January 14, 2009 as shown on the attached signed extra service authorization.

Fee\$1,960.00

TOTAL EXTRA SERVICE AUTHORIZATION FEE: \$9,260.00

IN WITNESS WHEREOF, the parties hereby execute this Extra Service Authorization in accordance with the approved contract and upon the terms and conditions therein.

Client: **Opus West Corporation**

Consultant: **CANYON CONSULTING**

By: _____

By:  _____

Name: _____

Name: Peter Weilbacher, PLS

Title: _____

Title: Vice-President

CANYON

CONSULTING
PLANNING • ENGINEERING • SURVEYING

EXTRA SERVICES AUTHORIZATION

TO: OPUS

DATE: 10/30/2008
W.O.# 07-100

PROJECT: COMMONS @ CHINO HILLS

The Client hereby authorizes the Consultant to proceed with the following field survey services and acknowledges the actual or estimated time shown hereon:

RE-STAKE SEWER CAT @ SHOPS 3 BUILDING I FOR GREASE TRAP LOCATION (the Brakes)

COMPENSATION shall be adjusted as follows:

CREW M. MACINOWSKI
J. HOAK

Hourly per the rate schedule in the agreement. OR Fixed Fee.

CALCULATION OF FEE ESTIMATE:

Principal	_____	hrs X _____	\$ _____
Surveyor	<u>1</u>	hrs X <u>120</u>	\$ <u>120</u>
Survey Tech	_____	hrs X _____	\$ _____
Designer	_____	hrs X _____	\$ _____
Drafter	_____	hrs X _____	\$ _____
Clerical	_____	hrs X _____	\$ _____
**2Man Crew	<u>20</u>	hrs X <u>200</u>	\$ <u>400</u>
**3Man Crew	_____	hrs X _____	\$ _____

**NOTE: For every 4 hours of field time worked, 1 hour of Administrative time will also be charged.

\$ 520

The Contract completion schedule will be:

Increased Decreased by _____ days Unchanged

Please authorize these additional services with your signature below and return the original of this form to Consultant.

DATE: 10/30

APPROVED: [Signature]

COMPANY: OWCC

CANYON

CONSULTING
PLANNING • ENGINEERING • SURVEYING

EXTRA SERVICES AUTHORIZATION

TO: OPUS

DATE: 10/30/2008
W.O.# 07-100

PROJECT: COMMONS @ CHINO HILLS

The Client hereby authorizes the Consultant to proceed with the following field survey services and acknowledges the actual or estimated time shown hereon:

RE-STAKE BOTH LINES A3 & A4 STORM DRAIN LOTS @ AMPES HOTEL
(Due they need to be located)

COMPENSATION shall be adjusted as follows:

CREW M. MALINOWSKI
J. HOAK

Hourly per the rate schedule in the agreement. OR Fixed Fee.

CALCULATION OF FEE ESTIMATE:

Principal	_____	hrs X _____	\$ _____
Surveyor	<u>1</u>	hrs X <u>120</u>	\$ <u>120</u>
Survey Tech	_____	hrs X _____	\$ _____
Designer	_____	hrs X _____	\$ _____
Drafter	_____	hrs X _____	\$ _____
Clerical	_____	hrs X _____	\$ _____
**2Man Crew	<u>4.0</u>	hrs X <u>200</u>	\$ <u>800</u>
**3Man Crew	_____	hrs X _____	\$ _____

**NOTE: For every 4 hours of field time worked, 1 hour of Administrative time will also be charged.

\$ 920

The Contract completion schedule will be:

Increased Decreased by _____ days Unchanged

Please authorize these additional services with your signature below and return the original of this form to Consultant.

DATE: 10/30 APPROVED: [Signature]

COMPANY: DWCC

CANYON

CONSULTING
PLANNING • ENGINEERING • SURVEYING

EXTRA SERVICES AUTHORIZATION

TO: Opus WEST CONSTRUCTION

DATE: 10/30/08

W.O.# 07-100

PROJECT: COMMONS @ CHINO

The Client hereby authorizes the Consultant to proceed with the following field survey services and acknowledges the actual or estimated time shown hereon:

* LOCATE AND UNCOVERED REMAINING CAL TRANS
MONUMENTS ALONG FENCE LINE ON SOUTH SIDE OF
SITE (REQUESTED BY CITY INSPECTOR)

COMPENSATION shall be adjusted as follows:

CREW M. MALINOWSKI

Hourly per the rate schedule in the agreement. OR Fixed Fee.

J. ABRAK

CALCULATION OF FEE ESTIMATE:

Principal	<u> </u>	hrs X <u> </u>	\$ <u> </u>
Surveyor	<u> 1 </u>	hrs X <u> 120 </u>	\$ <u> 120 </u>
Survey Tech	<u> </u>	hrs X <u> </u>	\$ <u> </u>
Designer	<u> </u>	hrs X <u> </u>	\$ <u> </u>
Drafter	<u> </u>	hrs X <u> </u>	\$ <u> </u>
Clerical	<u> </u>	hrs X <u> </u>	\$ <u> </u>
**2Man Crew	<u> 3.0 </u>	hrs X <u> 200 </u>	\$ <u> 600 </u>
**3Man Crew	<u> </u>	hrs X <u> </u>	\$ <u> </u>

**NOTE: For every 4 hours of field time worked, 1 hour of Administrative time will also be charged.

720

The Contract completion schedule will be:

Increased Decreased by days Unchanged

Please authorize these additional services with your signature below and return the original of this form to Consultant.

DATE: 10/30

APPROVED: [Signature]

COMPANY: DWCC

CANYON

CONSULTING
PLANNING • ENGINEERING • SURVEYING

EXTRA SERVICES AUTHORIZATION

TO: Opus West Construction

DATE: 11/6/08
W.O.# 07-100

PROJECT: COMMONS @ CHINO

The Client hereby authorizes the Consultant to proceed with the following field survey services and acknowledges the actual or estimated time shown hereon:

- RESTATE REDESIGNED UTILITIES (STORM DRAIN, DOMESTIC WATER, SEWER) AROUND ARBY'S RESTAURANT LOCATION
- RESTATE REDESIGNED DOMESTIC WATER + SEWER LATERALS @ SHOP 10
- RESTATE EXISTING STORM DRAIN LINE @ SHOP 10, FOR TIE IN

COMPENSATION shall be adjusted as follows:

CREW M. MALINOWSKI

Hourly per the rate schedule in the agreement. OR Fixed Fee.

J. HOAK

CALCULATION OF FEE ESTIMATE:

Principal	<u> </u>	hrs X <u> </u>	\$ <u> </u>
Surveyor	<u> 2 </u>	hrs X <u> 120 </u>	\$ <u> 240 </u>
Survey Tech	<u> </u>	hrs X <u> </u>	\$ <u> </u>
Designer	<u> </u>	hrs X <u> </u>	\$ <u> </u>
Drafter	<u> </u>	hrs X <u> </u>	\$ <u> </u>
Clerical	<u> </u>	hrs X <u> </u>	\$ <u> </u>
**2Man Crew	<u> 8.0 </u>	hrs X <u> 200 </u>	\$ <u> 1,600 </u>
**3Man Crew	<u> </u>	hrs X <u> </u>	\$ <u> </u>

\$ 1,840

**NOTE: For every 4 hours of field time worked, 1 hour of Administrative time will also be charged.

The Contract completion schedule will be:

Increased Decreased by days Unchanged

Please authorize these additional services with your signature below and return the original of this form to Consultant.

DATE: 11/06/08 APPROVED:  WPS

COMPANY: OWCC

CANYON

CONSULTING
PLANNING • ENGINEERING • SURVEYING

EXTRA SERVICES AUTHORIZATION

TO: Opus WEST CONSTRUCTION

DATE: 11/19/08

W.O.# 07-100

PROJECT: COMMONS @ CHINO HILLS

The Client hereby authorizes the Consultant to proceed with the following field survey services and acknowledges the actual or estimated time shown hereon:

- * LOCATE REMAINING CAL TRANS MONUMENTS AND EXPOSE THEM FOR CITY INSPECTOR
- * COMPLETE WALK THROUGH OF SAID MONUMENTS WITH INSPECTOR, ALONG NORTH SIDE OF TI FREEWAY

COMPENSATION shall be adjusted as follows:

CREW: M. MALINOWSKI

Hourly per the rate schedule in the agreement. OR Fixed Fee.

E. MEDINA

CALCULATION OF FEE ESTIMATE:

Principal	_____	hrs X _____	\$ _____
Surveyor	<u>2</u>	hrs X <u>120</u>	\$ <u>240</u>
Survey Tech	_____	hrs X _____	\$ _____
Designer	_____	hrs X _____	\$ _____
Drafter	_____	hrs X _____	\$ _____
Clerical	_____	hrs X _____	\$ _____
**2Man Crew	<u>4.5</u>	hrs X <u>200</u>	\$ <u>900</u>
**3Man Crew	_____	hrs X _____	\$ _____

**NOTE: For every 4 hours of field time worked, 1 hour of Administrative time will also be charged.

\$1,140

The Contract completion schedule will be:

Increased Decreased by _____ days Unchanged

Please authorize these additional services with your signature below and return the original of this form to Consultant.

DATE: 11/19/08

APPROVED: [Signature]

COMPANY: OWCC

CANYON

CONSULTING
PLANNING • ENGINEERING • SURVEYING

EXTRA SERVICES AUTHORIZATION

TO: OPUS WEST

DATE: 12/31/08
W.O.# 07100

PROJECT: CHINO HILLS COMMONS

The Client hereby authorizes the Consultant to proceed with the following field survey services and acknowledges the actual or estimated time shown hereon:

RE-STAKED ~~TRA~~ STORMDRAIN AROUND SHOP 10 DUE TO RE-DESIGN.

COMPENSATION shall be adjusted as follows:

CREW E. MEDINA
R. UREÑA

Hourly per the rate schedule in the agreement. OR Fixed Fee.

CALCULATION OF FEE ESTIMATE:

Principal	_____	hrs X _____	\$ _____
Surveyor	<u>1</u>	hrs X <u>120</u>	\$ <u>120</u>
Survey Tech	_____	hrs X _____	\$ _____
Designer	_____	hrs X _____	\$ _____
Drafter	_____	hrs X _____	\$ _____
Clerical	_____	hrs X _____	\$ _____
**2Man Crew	<u>4.0</u>	hrs X <u>200</u>	\$ <u>800</u>
**3Man Crew	_____	hrs X _____	\$ _____

**NOTE: For every 4 hours of field time worked, 1 hour of Administrative time will also be charged.

\$1720

The Contract completion schedule will be:

Increased Decreased by _____ days Unchanged

Please authorize these additional services with your signature below and return the original of this form to Consultant.

DATE: _____ APPROVED: _____

COMPANY: _____

CANYON

CONSULTING
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EXTRA SERVICES AUTHORIZATION

TO: Opus West Construction

DATE: 1/7/09
W.O.# 07-100

PROJECT: COMMONS @ CHINO HILLS

The Client hereby authorizes the Consultant to proceed with the following field survey services and acknowledges the actual or estimated time shown hereon:

- * RESTAKED GREASE TRAP LINE ON SOUTHERLY MOST RUN @ SHOP 1,
POINTS NEEDED TO UNCOVER EXISTING LINE (WINE DOWN SERVICE)
- * RESTAKED PAD CORNERS FOR BUILDINGS OFF CHINO HILLS PKWY,
SHOPS #1 & #10. POINTS LOST DUE TO UTILITY TRENCHING
(Prior construction and re-grading)

COMPENSATION shall be adjusted as follows:

CREW M. MALINOWSKI

Hourly per the rate schedule in the agreement. OR Fixed Fee.

J. HOAK

CALCULATION OF FEE ESTIMATE:

Principal	_____	hrs X _____	\$ _____
Surveyor	<u>2</u>	hrs X <u>120</u>	\$ <u>240</u>
Survey Tech	_____	hrs X _____	\$ _____
Designer	_____	hrs X _____	\$ _____
Drafter	_____	hrs X _____	\$ _____
Clerical	_____	hrs X _____	\$ _____
**2Man Crew	<u>5.0</u>	hrs X <u>200</u>	\$ <u>1,000</u>
**3Man Crew	_____	hrs X _____	\$ _____

**NOTE: For every 4 hours of field time worked, 1 hour of Administrative time will also be charged.

\$ 1,240

The Contract completion schedule will be:

Increased Decreased by _____ days Unchanged

Please authorize these additional services with your signature below and return the original of this form to Consultant.

DATE: 01/07/09

APPROVED: [Signature]

COMPANY: OWCC

CANYON

C O N S U L T I N G

PLANNING • ENGINEERING • SURVEYING

EXTRA SERVICES AUTHORIZATION

TO: OPUS

DATE: 01/14/09

W.O.# 07-100

PROJECT: CHINO HILLS COMMONS

The Client hereby authorizes the Consultant to proceed with the following field survey services and acknowledges the actual or estimated time shown hereon:

RE-STAKED MONUMENTS ALONG THE SOUTHERLY SIDE OF THE
PROJECT - 4 HRS (caltrans monuments)
STARTED MONUMENT TIES ALONG CHINO HILLS PARKWAY - 4 HRS

COMPENSATION shall be adjusted as follows:

CREW E. MEDINA

Hourly per the rate schedule in the agreement. OR Fixed Fee.

R. UREÑA

CALCULATION OF FEE ESTIMATE:

Principal	_____	hrs X _____	\$ _____
Surveyor	<u>3</u>	hrs X <u>120</u>	\$ <u>360</u>
Survey Tech	_____	hrs X _____	\$ _____
Designer	_____	hrs X _____	\$ _____
Drafter	_____	hrs X _____	\$ _____
Clerical	_____	hrs X _____	\$ _____
**2Man Crew	<u>8.0</u>	hrs X <u>200</u>	\$ <u>1600</u>
**3Man Crew	_____	hrs X _____	\$ _____

**NOTE: For every 4 hours of field time worked, 1 hour of Administrative time will also be charged.

\$1960

The Contract completion schedule will be:

Increased Decreased by _____ days Unchanged

Please authorize these additional services with your signature below and return the original of this form to Consultant.

DATE: 01/14/09

APPROVED: [Signature]

COMPANY: OWCC