


<b>UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS</b>		<b>PROOF OF CLAIM</b>
<b>Name of Debtor: (Check Only One):</b> <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.		<b>Case Number:</b>  09-34356-11
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.		
<b>Name of Creditor</b> (the person or other entity to whom the debtor owes money or property)  Preferred Framing, Inc.		<b>RECEIVED</b>  <b>NOV 05 2009</b>  <b>BMC GROUP</b>
<b>Name and address where notices should be sent:</b> Preferred Framing, Inc., 9225 Charles Smith Ave. Rancho Cucamonga, CA 91730-5507 <b>Telephone number:</b> 909-291-8061 <b>Email Address:</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> (If known)  Filed on:
<b>Name and address where payment should be sent (if different from above):</b>  <b>Telephone number:</b>		<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.
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>16,299.00</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.		<b>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.</b>  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)( ).  <b>Amount entitled to priority:</b>  \$
<b>2. Basis for Claim:</b> <u>labor, services, equipment &amp; materials for framing</u> (See instruction #2 on reverse side.) <u>on project at 4615 Chino Hills Pkwy, Chino Hills, CA</u>		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____ Hills, CA <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction §3a on reverse side).		
<b>4. Secured Claim</b> (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. <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate</b> _____ % <b>Amount of arrearage and other charges as of time case filed included in secured claim, if any:</b> \$ _____ <b>Basis for perfection:</b> _____ <b>Amount Unsecured:</b> \$ _____		
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>7. Documents:</b> 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: _____		
<b>Date:</b> 10-29-09	<b>Signature:</b> 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. Preferred Framing, Inc. By <u>Dale DeCarlo</u> Dale DeCarlo, President	<b>FOR COURT USE ONLY</b>  OPUS WEST  00369



The Commons at Chino Hills / 97991.00  
See Subcontract Sum Breakdown / Rough Carpentry - Shops 4 & Shops 10

Preferred Framing, Inc / Dave Rusche  
Contact Phone # 909-291-8063  
Contact Fax # 909-291-8204  
Payment Terms: Standard

**SUBCONTRACT AGREEMENT (Labor and Materials)**

This Subcontract Agreement ("Subcontract") is made as of this 22nd day of December, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 2050 Main Street, Suite 800, Irvine, CA 92614, and Preferred Framing, Inc ("Subcontractor") with its office located at 9225 Charles Smith Ave., Rancho Cucamonga, CA 91730.

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 The Commons at Chino Hills ("Project"), located at 4613 Chino Hills Parkway, Chino Hills, CA 91709 ("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: KKB Architects, 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 10/01/2008. 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 \$ 3,317,016.00 ("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, those 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 \_\_\_\_\_  
Shaun Evans

**CONTRACTOR**  
OPUS West Construction Corporation

By: \_\_\_\_\_  
Jeff Dickerson  
(Print Name)  
Vice President of Construction  
(Title)  
\_\_\_\_\_  
(Date)

**SUBCONTRACTOR**  
Preferred Framing, Inc

By: \_\_\_\_\_  
(Print Name)  
Dale DeCarlo / President of Construction  
(Title)  
11/8/09  
(Date)

**MAILED**  
11/2/09  
OIM MB

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The Commons at Chino Hills / 97391.00  
 Rough Carpentry - Shops 4 & Shops 10

**RIDER A**

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Preferred Framing, Inc dated 12/22/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

**Work Subcontract Documents:**

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section Rough Carpentry - Shops 4 & Shops 10 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
Shops 4 Title Sheet	T001	03/31/2008
Shops 4 Accessibility Notes & Details	A001	03/31/2008
Shops 4 Accessibility Notes & Details	A002	03/31/2008
Shops 4 Overall Site Plan (For Reference Only)	A100	03/31/2008
Shops 4 Floor Plan	A201	03/31/2008
Shops 4 Reflected Ceiling Plan	A202	03/31/2008
Shops 4 Roof Plan	A203	03/31/2008
Shops 4 Exterior Elevations	A301	03/31/2008
Shops 4 Wall Sections	A401	03/31/2008
Shops 4 Wall Sections	A402	03/31/2008
Shops 4 Wall Sections	A403	03/31/2008
Shops 4 Wall Sections	A404	03/31/2008
Shops 4 Wall Sections	A405	03/31/2008
Shops 4 Door & Finish Schedules & Details	A501	03/31/2008
Shops 4 Window Types	A502	03/31/2008
Shops 4 Window Types	A503	03/31/2008
Shops 4 Architectural Details	A901	03/31/2008
Shops 4 Architectural Details	A902	03/31/2008
Shops 4 Architectural Details	A903	03/31/2008
Shops 4 Architectural Details	A904	03/31/2008
Shops 4 Architectural Details	A905	03/31/2008
Shops 4 General Notes & Details	S1	03/26/2008
Shops 4 Foundation Plan	S2	03/26/2008
Shops 4 Roof Framing Plan	S3	03/26/2008
Shops 4 Foundation Details	S4	03/26/2008
Shops 4 Framing Details	S5	03/26/2008
Shops 4 Sections	S6	03/26/2008
Shops 4 Sections	S7	03/26/2008
Shops 4 Plumbing Site Plan	P1.1-4	03/31/2008
Shops 4 Legend, Schedule, Notes & Diagrams	P1.2-4	03/31/2008
Shops 4 Ground Floor	P2.1-4	03/31/2008

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Shops 4 Roof Plan	P2.2-4	09/31/2008
Shops 4 Lighting & Power Plan	E1	03/31/2008
Shops 4 Title 24 Compliance	E2	03/31/2008
Title Sheet	T001	10/23/2008
Accessibility Notes & Details	A001	10/23/2008
Accessibility Notes & Details	A002	10/23/2008
Overall Site Plan (For Reference Only)	A100	10/23/2008
Floor Plan	A201	10/23/2008
Reflected Ceiling Plan	A202	10/23/2008
Roof Plan	A203	10/23/2008
Exterior Elevations	A301	10/23/2008
Wall Sections	A401	10/23/2008
Wall Sections	A402	10/23/2008
Wall Sections	A403	10/23/2008
Wall Sections	A404	10/23/2008
Door & Finish Schedule and Details	A501	10/23/2008
Window Types	A502	10/23/2008
Architectural Details	A901	10/23/2008
Architectural Details	A902	10/23/2008
Architectural Details	A903	10/23/2008
Canopy Plan, Elevation & Details	A904	10/23/2008
General Notes & Details	S1	10/23/2008
Foundation Plan	S2	10/23/2008
Roof Framing Plan	S3	10/23/2008
Foundation Details	S4	10/23/2008
Framing Details	S5	10/23/2008
Sections	S6	10/23/2008
Sections	S7	10/23/2008
Plumbing Site Plan	P1.1-10	10/23/2008
Shops 10 - Legend, Schedule, Notes & Diagrams	P1.2-10	10/23/2008
Shops 10 - Ground Floor & Roof Plans	P2.1-10	10/23/2008
Shops 10 - Lighting, Power Plan & Title 24 Compliance	E1	10/23/2008
General Conditions of Subcontract	Division 1	08/31/2007
Supplemental General Conditions of Subcontract	Division 1.1	08/31/2007
Special Conditions of Subcontract	Division 1.2	09/05/2007
Demolition	02050	09/05/2007
Earthwork	02200	09/05/2007
Asphaltic Paving	02510	09/05/2007
Site Concrete	02520	09/05/2007
Site Utilities	02600	09/05/2007
Cast In Place Concrete	03300	01/01/2008

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Concrete Unit Masonry	04200	01/01/2008
Manufactured Stone Veneer	04700	01/01/2008
Metal Fabrications	05500	01/01/2008
Ornamental Metals	05700	01/01/2008
Rough Carpentry	06100	01/01/2008
Insulation	07200	01/01/2008
Built Up Roofing	07510	01/01/2008
Sheet Metal Plying	07620	01/01/2008
Caulking & Sealants	07900	01/01/2008
Hollow Metal Doors & Frames	08100	01/01/2008
Aluminum Framing & Glazing	08400	01/01/2008
Door Hardware	08700	01/01/2008
Gypsum Board Assemblies	09250	01/01/2008
Lath & Plaster	09280	01/01/2008
Painting	09900	01/01/2008
General Mechanical Requirements	15010	10/05/2007
Fire Protection	15300	10/05/2007
Plumbing	15400	10/05/2007
Electrical	16000	10/05/2007

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

N/A

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:

- Subcontractor shall modify Specification Section 06100, Part 4, A.1.a as follows: "Project consists of six (6) multiple-tenant retail shops buildings (Shops) to be constructed concurrently. Subcontract will be awarded for Shops 1 and 3 only. Shops 2, 4, 5, and 6 drawings will follow for pricing when available. Additional Shops buildings will be awarded as a Subcontract Change Order provided Subcontractor has the capability to perform each Shop building autonomously and the Contractor feels that Subcontractor's pricing is complete and competitive. Additional subcontractor(s) will be required if Subcontractor does not have ability to perform multiple buildings concurrently. Subcontract consists of two (2) tenant retail shops building (Shops). Subcontract will be awarded for Shops 4 and Shops 10 only."
- Subcontractor shall modify Specification Section 06100, Part 4, A.20 as follows: "Subcontractor shall furnish and install all anchor bolts and hold-down rods embedded in concrete required for Subcontractor's Work provide anchor bolt and hold down layout plan to concrete subcontractor. Subcontractor shall reconfirm layout prior to and after concrete placement."

This Subcontract excludes the following:

- General building permit. (By Contractor)
- Performance and material bond.
- Specification Section Part 4, A.21

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**Schedule** Subcontractor will adhere to the full comp schedule (referred to as the "Schedule")

Description	Planned Start	Planned End	Planned Duration
Shops 10 - Layout	01/21/2009	01/22/2009	2 Working Days
Shops 10 - Rough Framing	02/17/2009	03/17/2009	20 Working Days
Shops 4 - Layout	02/19/2009	02/23/2009	2 Working Days
Shops 4 - Rough Framing	03/16/2009	04/17/2009	25 Working Days

**Schedule Notes**

In accordance with requirements as described in project schedule dated January 8, 2008, titled "Opus West Construction Corporation The Commons" and as described in Contractor's periodic updates to the project schedule and Contractor's Superintendent's two and three week schedule.

**Subcontract Sum Breakdown** The breakdown of the subcontract sum is as follows:

Subcontract Breakdown

Sub-Job Number	Sub-Job Name	Name	Rate
97391.25	The Commons at Chino Hills - Shops 4	Labor - Shops 4	\$94,376.00
97391.25	The Commons at Chino Hills - Shops 4	Lumber - Shops 4	\$69,510.00
97391.25	The Commons at Chino Hills - Shops 4	Roof Trusses - Shops 4	\$40,000.00
97391.55	The Commons at Chino Hills - Shops 10	Labor - Shops 10	\$60,902.00
97391.55	The Commons at Chino Hills - Shops 10	Lumber - Shops 10	\$34,772.00
97391.55	The Commons at Chino Hills - Shops 10	Roof Trusses - Shops 10	\$17,256.00
<b>Total</b>			<b>\$ 317,016.00</b>



Subcontract Sum Breakdown

Name	Account Code	Amount
Encl Carpentry - Subcontract	97391.25-E10-06100.00-S	\$204,086.00
Encl Carpentry - Subcontract	97391.55-E10-06100.00-S	\$112,930.00
<b>Total</b>		<b>\$317,016.00</b>

**Unit Pricing**

If requested by Contractor, Subcontractor will provide additional units of work, as directed, at the unit prices set forth below. Unit prices will apply to all building construction and will include, without limitation, all material, labor, equipment, compensation, general conditions, benefits, overhead, clean-up, supervision, profit, parking, shop drawings, small tools and all sales, use and other applicable taxes. Unit prices do not include design. Unit prices will also apply to net quantity changes in the Work made pursuant to the Subcontract Documents.

The following unit prices shall be in effect until:

Unit Price List  
N/A

**Alternates**

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

Alternates  
N/A

The alternate prices shall be in effect until:

Alternates Notes

END OF RIDER A



The Commons at Chino Hills / 97391.00  
 Rough Carpentry - Shops 4 & Shops 10

### RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Preferred Framing, Inc dated 12/22/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the 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. Title to Work.

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

#### Section 4. Indemnification.

(a) Subject to Subsections (b) and (c) below, Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect/Engineer, and their respective officers, directors, partners, members, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, demands, obligations, actions, causes of action, damages, costs, losses, liabilities and expenses (including, without limitation, attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), arising from or in any way connected with Subcontractor's performance or non-performance of this Subcontract (all of the foregoing being referred to as "Claims"). Any such defense of an Indemnitee will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indemnitee. Subject to Subsections (b) and (c) below, Subcontractor's obligations to defend and indemnify (i) include (without limitation) all Claims, whether occurring before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Parties"); (ii) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any Subcontractor Party under workers' or workman's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; (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; and (iv) shall be triggered by the assertion of a Claim against any Indemnitee without the requirement that it first be determined that Subcontractor or any Subcontractor Party was negligent or otherwise at fault or that the Claim has any merit. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law.

(b) Notwithstanding the provisions of Subsection (a) above, Subcontractor is not obligated to indemnify an Indemnitee for a Claim which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim ("Finally Determined"), to have been caused solely by the active negligence or willful misconduct of that Indemnitee; provided, however, that this exception does not limit or relieve Subcontractor's defense obligations prior to the Claim being so Finally Determined or Subcontractor's obligations to indemnify all other Indemnitees which are not Finally Determined to have participated in such negligence or misconduct.

(c) The parties intend that Subcontractor's indemnity and defense obligations under this Subcontract will be enforced to the fullest extent allowable under applicable laws, 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 5. Waiver.

Subcontractor hereby waives the benefits of, and Subcontractor's rights under, California Business and Professions Code Section 7108.5 to the fullest extent the same may be waived by Subcontractor under applicable Laws.

#### Section 6. SWPPP.

Subcontractor shall comply with (i) all applicable water quality Laws, including those enforced by the California State Water Resources Control Board (the "SWRCB") and the Regional Water Quality Control Board (Region 9); (ii) the National Pollutant Discharge Elimination System and the Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (SWRCB Order No. 99-08-DWQ) and all amendments and modifications thereto; (iii) any Storm Water Pollution Prevention Plan applicable to the Project (as modified from time to time, the "SWPPP") and all associated Best Management Practices; and (iv) City and/or County ordinances, guidelines, and manuals applicable to stormwater discharges from construction sites. If Subcontractor observes any violation of any Laws, it shall immediately correct such violation. Any Work performed by Subcontractor that is not in compliance with applicable Laws shall be redone in compliance with applicable Laws at Subcontractor's sole expense. The SWPPP is a part of the Subcontract Documents.

#### Section 7. California License Law.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION



**The Commons at Chino Hills / 97391.00  
Rough Carpentry - Shops 4 & Shops 10**

TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

Contractor's California License No. 509591

Subcontractor's California License No. \_\_\_\_\_

END OF RIDER B

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Preferred Framing, Inc.  
 9225 Charles Smith Ave.  
 Rancho Cucamonga CA 91730-5507  
 909-291-8061

License: 501049, Class B, Exp. 11/30/10

# STATEMENT

Statement Date: 09/22/2009

**Billed To:** The Opus Group  
 2050 Main Street #800  
 Irvine CA 92614

**Project:** Opus West-Commons pH.1  
 Shop 4, 10  
 4615 Chino Hills Parkway  
 Chino Hills CA 91709

Invoice#	Due Date	Description	Amount	Paid/Credit	Now Due
2302LU1	04/16/2009	Shop #10 Lumber	34,772.00	34,772.00	
	Payment:	1603104640 06/05/2009	34,772.00		
2302TR1	04/16/2009	Shop #10 Trusses	17,256.00	17,256.00	
	Payment:	1603104640 06/05/2009	17,256.00		
2302LA1	04/16/2009	Labor Shop #10	39,445.30	39,445.30	
	Payment:	1603104640 06/05/2009	39,445.30		
2302LA2	05/30/2009	Labor Shop #10	15,366.50	10,163.70	5,202.80
	Payment:	1603105440 07/30/2009	10,163.70		
2302RET	05/30/2009	Retention Shop #10	11,096.20	11,096.20	
	Payment:	CM2302RET 04/30/2009	11,096.20		
CM2302RET	05/30/2009	Retention Shop #10	-11,096.20	-11,096.20	
	Payment:	2302RET 04/30/2009	-11,096.20		
2302RET	05/30/2009	Retention Shop #10	6,090.00		6,090.00
2302OPT	05/30/2009	Option Shop #10	5,006.20		5,006.20
<b>Totals:</b>			<b>117,936.00</b>	<b>101,637.00</b>	<b>16,299.00</b>

Current	1-30 Days	31-60 Days	61-90 Days	91+ Days	Retention
0.00	0.00	0.00	0.00	16,299.00	0.00

**Please Pay This Amount**

**16,299.00**

Contract Summary			
	Original Contract Amount	_____	117,936.00
	Net Changes to Date	_____	0.00
	New Contract Amount	_____	117,936.00
	Total Invoiced to Date	_____	117,936.00
	Remaining Balance on Contract	_____	0.00

Terms: All invoices are due and payable within 30DY of receipt. A service charge of 0.00 % per anum will be computed on all amounts overdue on regular statement dates.

Thank you for your prompt payment.

**WARD & WARD**  
Attorneys at Law  
685 E. Carnegie Dr., Suite 140  
San Bernardino California 92408  
Telephone: (909) 381-8350  
Facsimile: (909) 381-8356

Transmittal Memo

**VIA UNITED PARCEL SERVICE**

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

DATE: November 4, 2009  
OUR FILE NO.: P0043-003  
YOUR FILE NO.: Preferred v. Opus

ENCLOSURES: We enclose the original and two (2) copies of a Proof of Claim, with supporting documentation, in connection with the above-referenced bankruptcy case. Please file the original and return a conformed copy in the envelope provided. Thank you.

REQUESTED ACTION:

- For your information; no reply necessary.
- In accordance with your request.
- For your review. Please advise me of your comments.
- Please record and return conformed copy.
- Please file and return conformed copy.
- Self-addressed, stamped envelope enclosed.
- Check in the sum of \$\_\_\_\_\_ enclosed.
- Pay enclosed bill directly to the creditor.
- Provide me with the information requested on the enclosed.
- Execute exactly as your name appears where indicate, then date and return to the undersigned.

Very truly yours,

**WARD & WARD**  
Attorneys at Law