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

UNITED STATES BANKRUPTCY COURT Northern District of Texas — **PROOF OF CLAIM**

Name of Debtor: Opus West Corporation, a Minnesota Corporation

Case Number: 09-34356

NOTE: *This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request 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): Jarmon Services, Inc. d/b/a GFS Texas

Name and address where notices should be sent:
Heather H. Jobe, Bell Nunnally & Martin LLP
3232 McKinney Avenue, Suite 1400
Dallas, Texas 75204-2429

Telephone number: (214) 740-1462

RECEIVED
NOV 09 2009
BMC GROUP

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

Court Claim Number: ____________ (*If known*)

Filed on: ____________

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

Telephone number:

☐ 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.

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

1. Amount of Claim as of Date Case Filed: $ 856,660.00

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

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

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: Services and Goods Sold
(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: ☑ Real Estate ☐ Motor Vehicle ☑ Other
Describe: Mechanic's, Materialmen's and/or Artisan's Lien

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 of Secured Claim: $ 856,660.00 Amount Unsecured: $____________

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

☐ Up to $2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

Amount entitled to priority:

$____________

**Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

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 of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (*See instruction 7 and definition of "redacted" on reverse side.*)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 11/04/2009

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.

Woody Jarmon, President: [signature]

FOR COURT USE ONLY

OPUS WEST
00471

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.

GFS TEXAS
FIRE PROTECTION CONTRACTORS

1375 River Road Drive
Dallas, TX 75247
214-637-4141
Fax 214-637-3434

June 1, 2009

Notice of Filed Affidavit

Opus West Corporation
2555 East Camelback Road
Suite 500
Phoenix, AZ 85016

Certified Mail No. 7006 2150 0000 3780 2159
Return Receipt Requested

RE: Lien Affidavit of Opus West Construction Corp. LP
Project Description for 121 Lakepointe Crossing – Phase 2

Dear Opus West Corporation,

Enclosed is a copy of our mechanic's lien affidavit that we filed with the Denton County clerk.

Demand is hereby made upon you for the immediate payment of the amount claimed in the affidavit. If you know of any reason why you may not e liable for this obligation, in whole or in part, please let us know at once.

We regret that this action had to be taken. Please contact us at once so this matter can be resolved without any further formal legal action.

Sincerely,

Woody Jarmon

Woody Jarmon
President

Cc: Opus West Construction Corp.
15455 North Dallas Parkway, Suite 450
Addison, TX 75001

Certified Mail No. 7006 2150 0000 3780 2166
Return Receipt Requested

7006 2150 0000 3780 2166

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

ADDISON TX 75001 OFFICIAL USE

Postage	$ $0.61	0247	
Certified Fee	$2.80	04	
Return Receipt Fee (Endorsement Required)	$2.30		Postmark Here
Restricted Delivery Fee (Endorsement Required)	$0.00		
Total Postage & Fees	$ $5.71	06/05/2009	

Sent To Opus West Construction
Street, Apt. No.; or PO Box No. 15455 N. Dallas Pkwy. Ste 450
City, State, ZIP+4 Addison Tx 75001

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) [signature] C. Date of Delivery 6-8-09

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7006 2150 0000 3780 2166

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7006 2150 0000 3780 2159

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

PHOENIX AZ 85016 OFFICIAL USE

Postage	$ $0.61	0247	
Certified Fee	$2.80	04	
Return Receipt Fee (Endorsement Required)	$2.30		Postmark Here
Restricted Delivery Fee (Endorsement Required)	$0.00		
Total Postage & Fees	$ $5.71	06/05/2009	

Sent To Opus West Corp.
Street, Apt. No.; or PO Box No. 2555 E. Camelback Rd #500
City, State, ZIP+4 Phoenix AZ 85016

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Opus West Corp
2555 E. Camelback Rd
Suite 500
Phoenix AZ 85016

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) M. Gomez C. Date of Delivery 6-8-09

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7006 2150 0000 3780 2159

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-15

GFS TEXAS
FIRE PROTECTION CONTRACTORS

1375 River Bend Drive
Dallas, TX 75247
214-637-4141
Fax 214-637-3434

NOTICE OF CLAIM

April 15, 2009

Opus West Corporation
2555 E. Camelback
Suite 500
Phoenix, AZ 85016

Certified Mail No. 7006 2150 0000 3780 2319
Return Receipt Requested

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

Certified Mail No. 7006 2150 0000 3780 2142
Return Receipt Requested

RE: Notice of Claim
Project Description: 121 Lakepointe Crossing

Gentleman:

We have supplied labor and materials to Opus West Construction Corp., contractor on the construction in progress on your property located at 2525 East State Hwy. 121, Lewisville, Texas. We have not been paid the amount due us for the month of January in the amount of $ 45,000 and the month of February for the amount of $ 577,816 for a total of $ 622,816 as shown by the attached statement which is made a part hereof. Under the mechanic's lien laws of Texas, a subcontractor of goods or labor is required to notify the owner of all claims which are not paid. Failure to give this notice may cause us to lose our rights under the mechanic's lien laws if the sums are not finally paid.

The law requires that we advise you that if our bill is not paid, you may be personally liable and your property subjected to a lien unless the bill is paid or otherwise settled.

Demand is hereby made for the payment of said claim.

If you have any question concerning our claim, please advise us. We would appreciate being advised if there is a dispute as to our claim.

Sincerely,

Woody Jarmon

Woody Jarmon - President

Attachments

GFS TEXAS
1375 River Bend Dr.
Dallas, TX 75247
Phone (214) 637-4141
Fax (214) 637-3434

STATEMENT

STATEMENT DATE: 4/14/2009

ACCOUNT NUMBER: OPUS

PAGE: 1

Opus West
2555 E. Camelback Rd.
Suite 500
Phoenix, AZ 85016

AMOUNT REMITTED

$ ____________________

RETURN THIS PORTION OF STATEMENT WITH YOUR PAYMENT.

INVOICE	DATE	TERMS OF REF	CODE	DEBITS	CREDITS	BALANCE
3926-003	12-22-08	Due 01-30-09	INV	45,000.00		45,000.00
3926-004	02-23-09	Due 04-05-09	INV	577,816.00		622,816.00
3926-005	03-23-09	Due 05-03-09	INV	130,836.50		753,652.50

Current	1 - 30	31 - 60	61 - 90	91 - 120	Over 120	Total
130,836.50	577,816.00	0.00	45,000.00	0.00	0.00	753,652.50

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

REC'D MAY 18 2009

70 2009 00055246

Instrument Number: 2009-55246
As
Mechanics Lien Affidavit

Recorded On: May 08, 2009

Parties: GFS TEXAS

To

Billable Pages: 18

Number of Pages: 18

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Mechanics Lien Affidavit	79.00
Total Recording:	79.00

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

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

File Information:
Document Number: 2009-55246
Receipt Number: 581598
Recorded Date/Time: May 08, 2009 08:26:37A
User / Station: D Kitzmiller - Cash Station 2

Record and Return To:

GFS TEXAS
1375 RIVER BEND
DALLAS TX 75247

THE STATE OF TEXAS }
COUNTY OF DENTON }
I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

CMitchell
County Clerk
Denton County, Texas

NOTICE

THIS IS NOT A LIEN
THIS IS ONLY AN AFFIDAVIT CLAIMING A LIEN

THE STATE OF TEXAS	§
	§
COUNTY OF DALLAS	§

AFFIDAVIT CLAIMING LIEN

BEFORE ME, the undersigned authority, personally appeared Woody Jarmon, who upon his oath, deposed and stated the following:

1. My name is Woody Jarmon. I am President of GFS TEXAS, hereinafter sometimes referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit. The facts contained herein are true and correct.

2. Claimant's address is 1375 River Bend Drive, Dallas, Texas 75247.

3. Pursuant to a contract by and between Claimant and OPUS West Construction Corporation, Claimant has performed labor and/or furnished material to improve the following described real property located in Denton County, Texas, which is more particularly described as follows:

   121 Lakepoint Crossing Project
   Lot 1R, Block A and Lot 4, Block A,
   Crossroads Centre North
   City of Lewisville

4. Claimant was employed or furnished materials or labor to OPUS West Construction, whose address is 15455 North Dallas Parkway, Suite 450, Addison, TX 75001.

5. The labor and/or materials furnished by Claimant are generally described as follows: Fire Protection work. See invoices attached hereto. Claimant performed labor and/or furnished materials in December, 2008, and February, 2009. See statement attached hereto.

6. A copy of the written agreement or contract and a copy of all notices sent to the owner and original contractor are attached hereto.

7. The owner or reputed owner of the above-described real property is OPUS West Corporation, whose last known address is 2555 East Camelback, Suite 500, Phoenix, AZ 85016.

8. The original contractor for the improvements for which a lien is claimed is OPUS West Construction Corporation, whose last known address is 15455 North Dallas Parkway, Suite 450, Addison, TX 75001.

9. Claimant sent notices of its claim or claims to the owner on each of the following dates: April 15, 2009. Each notice was sent by registered mail.

10. After showing all just credits, offsets, and payments, the amount of $ 622,816 remains unpaid and is due and owing. Claimant asserts a lien on the above-referenced real property and improvements to secure payment of said amount.

GFS TEXAS
1375 River Bend Drive
Dallas, Texas 75247

By: [signature]
Woody Jamon

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO BEFORE ME on this the 6th day of May, 2009

(Notary Seal) JEANNE M. STEFFEN Notary Public STATE OF TEXAS My Comm. Exp. Feb. 28, 2012

Jeanne Steffen
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 2/28/12.

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

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

Sworn to and subscribed before me, under my official hand and seal of office, on May 6, 2009.

JEANNE M. STEFFEN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 28, 2012

Jeanne Steffen
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 2/28/12.

After Recording
GFS Texas
1375 River Bend Dr.
Dallas, TX 75247

OPUS

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	121 Lakepointe Crossing Phase 2	Project Number:	97306
Subcontractor:	GFS Texas	Date of Application:	12/22/08
Supplier #:	1017360		
Address:	1375 River Bend Drive	Application Number:	3
	Dallas, TX 75247	Period From:	12/1 Period To: 12/30/08
Phone :	214-637-4141		

Remittance Address : OPUS West Construction Corporation
Attn : Accounts Payable
15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

CONTRACT INFORMATION

ITEM	SALES TAX ($)(if applicable)	TOTAL ($)
ORIGINAL CONTRACT AMOUNT		$870,334.00
OPUS APPROVED CHANGE ORDER # 1 thru # ______		
CONTRACT AMOUNT TO DATE TOTAL		$870,334.00

APPLICATION INFORMATION

A	Total Completed & Stored to Date	$ 89,263	
B	Less Retainage 10 %	$ 8,926	
C	Total Earned less Retainage (A - B)		$ 80,337
D	Less Previous Billings (previous req's line C)	$ 35,337	
E	Current Payment Due (C - D)		$ 45,000
F	Balance to Finish, Plus Retainage (H - A + B)	$ 789,997	
G	Current Gross Amount Completed This Period	$ 50,000	

SUBCONTRACTOR: GFS Texas Supplier #: 1017360

BY: Wesley Damon

DATE: December 22 2008

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed: From Previous Application	Work Completed: This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A / H		G - K
97306.10-130-15300.00-S	Fire Protection Sys - Subcontract	$650,763.00	28,263	25,000	53,263	8		
97306.20-130-15300.00-S	Fire Protection Sys - Subcontract	$219,571.00	11,000	25000	36000	16		
	Total	$870,334.00	39263	50000	89,263	10		
		H	I	G	A	J	K	E

Entered By: ______________________ Approved By: ______________________
Accounting Date Project Manager Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

APPLICATION AND CERTIFICATE FOR PAYMENT

INVOICE **Page 1**

To(OWNER): Opus West
15455 N. Dallas Pkwy. #450
Addison, TX 75001

Project: Lakepoint Crossing - Phase II
121 Lakepoint Crossing

Application No: 3
Invoice No: 3926-003
Period To: 12/30/2008

From: GFS Texas
1375 River Bend Drive
Dallas, TX 75247

Via(Architect):

Architect's Project No:
Invoice Date: 12/22/2008
Contract Date: 7/2/2008

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	ORIGINAL CONTRACT SUM ....$	870,334.00
2.	Net change by Change Orders ....$	0.00
3.	CONTRACT SUM TO DATE(Line 1 +/- 2) ....$	870,334.00
4.	TOTAL COMPLETED & STORED TO DATE ....$	89,263.00
5.	RETAINAGE ....$	8,926.00
6.	TOTAL EARNED LESS RETAINAGE ....$ (Line 4 less Line 5)	80,337.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT ....$ (Line 6 from prior Certificate)	35,337.00
8.	SALES TAX ....$	0.00
9.	CURRENT PAYMENT DUE ....$	45,000.00
10.	BALANCE TO FINISH, PLUS RETAINAGE ....$ (Line 3 less Line 6)	789,997.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GFS Texas

By: Woody Jarmon Date: 12/22/08

State of: Texas County of: Dallas
Subscribed and sworn to before me this 22nd day of Dec, 2008

Notary Public: Jeanne Steffen
My Commission expires: 2/28

JEANNE M. STEFFEN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 28, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.................................. $
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By____________________ Date____________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application Number: 3
Application Date: 12/22/2008
Period To: 12/30/2008
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	Building 1								
0 -	Design	28,263.00	28,263.00	0.00	0.00	28,263.00	100	0.00	2,826.00
002	ESFR Material	392,000.00	0.00	0.00	0.00	0.00	0	392,000.00	0.00
009	ESFR Labor	202,000.00	0.00	0.00	0.00	0.00	0	202,000.00	0.00
003	Fire Pump Material	25,000.00	0.00	25,000.00	0.00	25,000.00	100	0.00	2,500.00
004	Fire Pump Labor	3,000.00	0.00	0.00	0.00	0.00	0	3,000.00	0.00
005	Closeout Documents	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
		650,763.00	28,263.00	25,000.00	0.00	53,263.00	8	597,500.00	5,326.00
	Building 3								
006	Design	11,000.00	11,000.00	0.00	0.00	11,000.00	100	0.00	1,100.00
007	ESFR Material	120,071.00	0.00	0.00	0.00	0.00	0	120,071.00	0.00
008	ESFR Labor	60,000.00	0.00	0.00	0.00	0.00	0	60,000.00	0.00
010	Fire Pump Material	25,000.00	0.00	25,000.00	0.00	25,000.00	100	0.00	2,500.00
011	Fire Pump Labor	3,000.00	0.00	0.00	0.00	0.00	0	3,000.00	0.00
012	Closeout Documents	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
		219,571.00	11,000.00	25,000.00	0.00	36,000.00	16	183,571.00	3,600.00
—	Totals	870,334.00	39,263.00	50,000.00	0.00	89,263.00	10	781,071.00	8,926.00

OPUS

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	121 Lakepointe Crossing Phase 2	Project Number:	97306
Subcontractor:	GFS Texas	Date of Application:	February 23, 2009
Supplier #:	1017360		
Address:	1375 River Bend Drive	Application Number:	4
	Dallas, TX 75247	Period From:	1/1/09 Period To: 2/28/09
Phone:	214-637-4141		
Remittance Address:	OPUS West Construction Corporation		
	Attn: Accounts Payable		
	15455 N. Dallas Parkway, Suite 450		
	Addison, TX 75001		

CONTRACT INFORMATION

ITEM	SALES TAX ($)(if applicable)	TOTAL ($)
ORIGINAL CONTRACT AMOUNT		$870,334.00
OPUS APPROVED CHANGE ORDER # 1 thru # 0		0
CONTRACT AMOUNT TO DATE TOTAL		$870,334.00

APPLICATION INFORMATION

A	Total Completed & Stored to Date	$ 731,281	
B	Less Retainage 10 %	$ 73,128	
C	Total Earned less Retainage (A - B)		$ 658,153
D	Less Previous Billings (previous req's line C)	$ 80,337	
E	Current Payment Due (C - D)		$ 577,816
F	Balance to Finish, Plus Retainage (H - A + B)	$ 212,181	
G	Current Gross Amount Completed This Period	$ 642,018	

SUBCONTRACTOR: GFS Texas Supplier #: 1017360

BY:

DATE: February 23, 2009

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed: From Previous Application	Work Completed: This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A / H		G - K
97306.10-030-15300.00-S	Fire Protection Sys - Subcontract	$650,763.00	53,263	597,000	650,263	99.9	59,700	537,300
97306.20-030-15300.00-S	Fire Protection Sys - Subcontract	$219,571.00	36,000	45,018	81,018	37	4,502	40,516
	Total	$870,334.00	89,263	642,018	731,281	84	64,202	577,816
		H	I	G	A	J	K	E

Entered By: ______________________ Accounting Date

Approved By: ______________________ Project Manager Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

APPLICATION AND CERTIFICATE FOR PAYMENT

INVOICE Page 1

To(OWNER): Opus West
2555 E. Camelback Rd.
Suite 500
Phoenix, AZ 85016

From: GFS Texas
1375 River Bend Drive
Dallas, TX 75247

Project: 97306
121 Lakepoint Crossing

Via(Architect):

Application No: 4
Invoice No: 3926-004
Period To: 2/28/2009

Architect's
Project No: 97306
Invoice Date: 2/23/2009
Contract Date: 7/2/2008

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	ORIGINAL CONTRACT SUM.....$	870,334.00
2.	Net change by Change Orders.....$	0.00
3.	CONTRACT SUM TO DATE(Line 1 +/- 2).....$	870,334.00
4.	TOTAL COMPLETED & STORED TO DATE.....$	731,281.00
5.	RETAINAGE.....$	73,128.00
6.	TOTAL EARNED LESS RETAINAGE.....$ (Line 4 less Line 5)	658,153.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT.....$ (Line 6 from prior Certificate)	80,337.00
8.	SALES TAX.....$	0.00
9.	CURRENT PAYMENT DUE.....$	577,816.00
10.	BALANCE TO FINISH, PLUS RETAINAGE.....$ (Line 3 less Line 6)	212,181.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GFS Texas

By: Wesley Jarmon Date: 2/23/09

State of: Texas County of: Dallas
Subscribed and sworn to before me this 23rd day of Feb, 2009

Notary Public: Jeanne Steffen
My Commission expires: 2/20

JEANNE M. STEFFEN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 20, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By________________ Date________________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application Number: 4
Application Date: 2/23/2009
Period To: 2/28/2009
Architect's Project No: 97306

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	Building 1								
00[illegible]	Design	28,263.00	28,263.00	0.00	0.00	28,263.00	100	0.00	2,826.00
002	ESFR Material	392,000.00	0.00	392,000.00	0.00	392,000.00	100	0.00	39,200.00
009	ESFR Labor	202,000.00	0.00	202,000.00	0.00	202,000.00	100	0.00	20,200.00
003	Fire Pump Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100	0.00	2,500.00
004	Fire Pump Labor	3,000.00	0.00	3,000.00	0.00	3,000.00	100	0.00	300.00
005	Closeout Documents	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
		650,763.00	53,263.00	597,000.00	0.00	650,263.00	100	500.00	65,026.00
	Building 3								
006	Design	11,000.00	11,000.00	0.00	0.00	11,000.00	100	0.00	1,100.00
007	ESFR Material	120,071.00	0.00	30,018.00	0.00	30,018.00	25	90,053.00	3,002.00
008	ESFR Labor	60,000.00	0.00	15,000.00	0.00	15,000.00	25	45,000.00	1,500.00
010	Fire Pump Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100	0.00	2,500.00
011	Fire Pump Labor	3,000.00	0.00	0.00	0.00	0.00	0	3,000.00	0.00
012	Closeout Documents	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
		219,571.00	36,000.00	45,018.00	0.00	81,018.00	37	138,553.00	8,102.00
-	Totals	870,334.00	89,263.00	642,018.00	0.00	731,281.00	84	139,053.00	73,128.00

STATEMENT

GFS TEXAS
1375 River Bend Dr.
Dallas, TX 75247
Phone (214) 637-4141
Fax (214) 637-3434

STATEMENT DATE: 4/14/2009

ACCOUNT NUMBER: OPUS

PAGE: 1

AMOUNT REMITTED

$ ____________________

RETURN THIS PORTION OF STATEMENT WITH YOUR PAYMENT.

Opus West
2555 E. Camelback Rd.
Suite 500
Phoenix, AZ 85016

INVOICE	DATE	TERMS OF REF	CODE	DEBITS	CREDITS	BALANCE
3926-003	12-22-08	Due 01-30-09	INV	45,000.00		45,000.00
3926-004	02-23-09	Due 04-05-09	INV	577,816.00		622,816.00
3926-005	03-23-09	Due 05-03-09	INV	130,836.50		753,652.50

Current	1 - 30	31 - 60	61 - 90	91 - 120	Over 120	Total
130,836.50	577,816.00	0.00	45,000.00	0.00	0.00	753,652.50

OPUS.

121 Lakepointe Crossing Phase 2 / 97306.00
15300 /Fire Protection
GFS Texas / Rodney Warlick
Contact Phone # 214-637-4141
Contact Fax # 214-637-3434
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 28th day of July, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 15455 N. Dallas Parkway - Suite 450, Addison, TX 75001, and GFS Texas ("Subcontractor") with its office located at 1375 River Bend Drive, Dallas, TX 75247.

Contractor and Subcontractor agree as follows:

1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as 121 Lakepointe Crossing Phase 2 ("Project"), located at Lakepointe Crossing, Lewisville, TX ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is Opus West Corporation ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:

Architect:	Opus Architects & Engineers, Inc.
Civil Engineer:	Jones & Boyd Inc
Structural Engineer:	Opus Architects & Engineers, Inc.

5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 12/31/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of $ 870,334.00 ("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: ________
Travis Bradley

CONTRACTOR
Opus West Construction Corporation
By: ________
Paul Lembke .
(Print Name)
Vice President of Construction, Texas
(Title)
8-18-08
(Date)

SUBCONTRACTOR
GFS Texas
By: ________
Rodney Warlick
(Print Name)
President of Sales
(Title)
8/12/08
(Date)

RECEIVED
AUG 27 2008
BY: ________

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and GFS Texas dated 07/28/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

1 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 Fire Protection work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

__Drawings and Specifications__

Description	Number	Last Revision
Division 15 - Electrical design criteria - Bldg 3	97308	05/27/2008
Division 15 - Mechanical design criteria - Bldg 3	97308	05/27/2008
Division 16 - Electrical design criteria - Bldg 1 Expansion	97308	05/27/2008
Division 15 - Mechanical design criteria - Bldg 1 Expansion	97308	05/27/2008
Outline Specifications	97308	04/25/2008

__Field Bulletins__

Date	Number	Name
N/A		

__Supplemental Design Documents__

Description	Date
Full Project Specification book	06/26/2008
121 Lakepointe - Exhibit B - Preliminary Site Plan	03/11/2008
Instructions to Bidders - Design-Build Request for Proposals	05/27/2008
Bid Forms (Plumbing, Electrical, Fire Protection, HVAC)	05/27/2008
Project Schedule	04/24/2008
Drawing Log	05/27/2008
General Conditions of Subcontract	06/01/2005
Supplemental General Conditions of Subcontract (June 2005 - Modified for Texas March, 9, 2006)	03/09/2006
Special Conditions of Subcontract	06/01/2005
Exhibit A - Lien Waivers (Pages I-IV)	06/01/2005
Exhibit B - Sample Subcontractor Application for Payment	06/01/2005
Exhibit C - Certificate of Insurance Sample	06/01/2005

__Other Documents__

N/A

Subcontractor acknowledges that Contractor has made available to Subcontractor all of the Subcontract Documents, and Subcontractor shall be responsible for obtaining copies pertinent to its Work. Subcontractor represents that it has carefully examined the Subcontract Documents.

__Modifications and Clarifications__

This Subcontract includes, but is not limited to, the following items:

1 Provide lien releases from all second and third tier subcontractors/suppliers.
2 Design Build (ESFR System) Fire Protection for Bldg 1 expansion and Bldg 3.
3 Basis of Design will be (3) sprinkler heads flowing on (4) branchlines at 75 psi each.
4 Scope starts 1'-0" AFF in both buildings.
5 Underground supply pipe estimated to be 10" for both buildings

This Subcontract excludes the following:

1 Underground supply pipe

Schedule

Description	Planned Start	Planned End	Planned Duration
Fire Protection Plans			Ready for submission on 8/19/08

Schedule Notes

Subcontract Sum Breakdown

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name		Rate
97306.10	121 Lakepointe Crossing - Bldg 1 Expension - Phase II	Bldg 1 Fire Protection		$650,763.00
97306.20	121 Lakepointe Crossing Bldg. 3 - Phase II	Bldg 3 Fire Protection		$219,571.00
			Total	$ 870,334.00

Subcontract Sum Breakdown

Name	Account Code		Amount
Fire Protection Sys - Subcontract	97306.10-J30-15300.00-S		$650,763.00
Fire Protection Sys - Subcontract	97306.20-J30-15300.00-S		$219,571.00
		Total	$870,334.00

Unit Prices

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

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and GFS Texas dated 07/28/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

Section 1. Licensing.

Subcontractor represents and warrants that it and each of its Sub-subcontractors are and will remain duly and validly licensed to the full extent required under all applicable Laws for the performance by each such party of their respective portion of the Work under this Subcontract, and that each such party shall maintain such required license(s) in good standing throughout the full and complete performance of the Work by such party hereunder. Subcontractor will submit proof of such licensure to Contractor upon request.

Section 2. Change Orders.

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

Section 3. Pay When and If Paid.

At all times Subcontractor shall be paid only to the extent that Contractor has been paid by Owner for the Work performed by Subcontractor. Notwithstanding any other provision of this Subcontract, and notwithstanding any provisions between Contractor and Owner with respect to payment, the parties agree that payment by Owner to Contractor shall be an express condition precedent to Contractor's obligation to pay Subcontractor. The parties clearly and unambiguously agree that payment by Contractor to Subcontractor is expressly contingent upon Contractor receiving its funds from Owner. All payments to Subcontractor shall be made by the Contractor solely out of the funds actually received by the Contractor from the Owner, and from no other source whatsoever. Subcontractor acknowledges that it is sharing, to the extent of payments to be made to Subcontractor, in the risk that Owner may fail to make one or more payments to the Contractor for all or a portion of the Work.

Section 4. Title to Work.

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

Section 5. Indemnification.

(a) Subject to Subsections (b) and (c) below, Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect/Engineer, and their respective officers, directors, partners, members, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, demands, obligations, actions, causes of action, damages, costs, losses, liabilities and expenses (including, without limitation, 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 workmen's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; and (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law. **THE OBLIGATIONS OF SUBCONTRACTOR UNDER THE FOREGOING INDEMNIFICATION SHALL APPLY TO ALL MATTERS EXCEPT THOSE ARISING SOLELY FROM THE WILLFUL NEGLIGENCE OR MALICIOUS ACTS OR OMISSIONS OF THE INDEMNITEE, INCLUDING MATTERS CAUSED BY THE ORDINARY NEGLIGENCE OF THE INDEMNITEE.**

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

(c) The parties intend that Subcontractor's indemnity and defense obligations under this Subcontract will be enforced to the fullest extent allowable under applicable law, and agree that if any of the provisions of this Section are, to any extent, held to be invalid, illegal or unenforceable for any reason, any remaining portion thereof and all other provisions of this Section will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

Section 6. Payments Withheld.

Notwithstanding anything to the contrary in this Subcontract, Contractor shall retain ten percent (10%) of the entire Subcontract Sum until thirty (30) days following Final Completion of the entire Project by withholding ten percent (10%) of each progress payment.

Section 7. Payment Bond.

Any payment bonds required by Contractor under this Subcontract will fully comply with all requirements of Section 53.201 et. seq. of the Texas Property Code.

Section 8. Limitations.

If any limitation of time applicable to Subcontractor contained in this Subcontract for the bringing of any action, the enforcement of any remedy, or the recovery of any claim is prohibited or invalid by or under applicable law, then such provision shall be reformed and in that event no suit or action shall be commenced or maintainable in respect of such action, remedy or claim unless commenced within two years and one day after such cause of action, remedy or claim accrues.

END OF RIDER B

RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and GFS Texas dated 07/28/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

1 Liability/Worker's Compensation Insurance. Prior to commencing the Work, Subcontractor shall purchase and maintain during the progress of the Work and any periods of warranty and additional work performed by Subcontractor, insurance that will protect against claims for bodily injury, death, damage to property or other damages arising out of or in connection with the performance of the Work (including warranty and additional work) by Subcontractor, Sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Subcontractor's liability insurance may be maintained in a combination of primary and umbrella policies, and the cost of such insurance shall be included in the Subcontract Sum. Subcontractor's policies of insurance shall have the following minimum limits, coverage and requirements:

(a)	Workers' Compensation	Statutory Limits
	Employer's Liability, including "Stop Gap" coverage and USL&H if applicable	$1,000,000 each accident $1,000,000 disease-policy limit $1,000,000 disease-each employee
	Commercial General Liability (Electrical, HVAC, Plumbing, Fire Protection Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall Subcontractors)	$5,000,000 each occurrence $5,000,000 products/completed operations aggregate $5,000,000 general aggregate minimum $2,000,000 per project)
	Commercial General Liability (All Other Subcontractors)	$2,000,000 each occurrence $2,000,000 products/completed operations aggregate $2,000,000 general aggregate (per project)
	Commercial Automobile Liability	$1,000,000 any one accident or loss
	Professional Liability (to the extent required of Subcontractor under the Subcontract Documents)	$1,000,000 each claim $1,000,000 annual aggregate

(b) The Commercial General Liability insurance required under Paragraph 1(a) will (i) be on ISO Form CG 00 01 or its equivalent, (ii) include coverage for products/completed operations, (iii) be maintained for a period of three (3) years after completion of the Work, (iv) specifically cover as "insured contracts" the Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by the Subcontractor under the Subcontract Documents and (v) provide a $2,000,000 minimum general aggregate limit of liability on a per project basis.

The Commercial Automobile Liability insurance required under Paragraph 1(a) will include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.

(c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

(d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy will be on ISO Form 20 10 07 04 and 20 37 07 04 or their equivalent and will include coverage for ongoing and completed operations.

(e) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice by certified mail to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.

(f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".

(g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.

(h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

2 <u>Contractor's Builder's Risk Insurance.</u>

2.1 Unless otherwise provided in the Subcontract Documents, Contractor will cause builder's risk insurance to be purchased and maintained with a "causes of loss" or equivalent policy form covering work to be performed by Contractor (including those working for or under Contractor) at the Project Site to the full insurable value thereof, on a replacement cost basis and subject to reasonable deductibles. Covered "causes of loss" means risks of direct physical loss or damage to covered property unless specifically excluded or limited under the policy. This insurance will include the interests of Owner, Contractor, Subcontractor and Sub-subcontractors in respect to the work to be performed by Contractor at the Project, and shall insure against perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, temporary falsework, shoring and forms and debris removal, and such other matters as are insured against in the form of the policy maintained by Contractor. Unless specifically provided in writing, such insurance will not include coverage for any property, structure(s) and contents (whether real or personal) owned by the Owner or third parties existing as of commencement of Contractor's work or otherwise. Contractor will carry earthquake and flood insurance if Contractor deems it appropriate.

To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of Subcontractor, Contractor or Owner or their respective subcontractors and agents, Contractor and Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

If (i) the Project suffers an insurable loss, (ii) the loss is due in part to the negligence of Subcontractor and (iii) an insurance deductible amount (not to exceed $25,000.00) is applied to the loss payable under builder's risk or other property insurance applicable to the Project, Subcontractor will be liable to Contractor for the deductible amount; however, Contractor may, in its discretion, apportion the deductible amount among other parties responsible for the loss. Subcontractor will promptly pay Contractor, upon demand, for any such deductible amount, and Contractor may offset the deductible amount against any amounts due Subcontractor under the Subcontract. Neither Contractor nor Owner represents that builder's risk or property insurance, if any, applicable to the Project or the Work is adequate to protect the interests of Subcontractor. It is Subcontractor's obligation to determine whether it should purchase and maintain supplementary property insurance to protect its interests in the Work.

2.2 Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.

2.3 Subcontractor hereby releases and agrees to defend and indemnify Contractor and Owner from all claims for loss or damage to or loss of use of Subcontractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Subcontractor deems appropriate. Subcontractor shall require a similar release and indemnity by Sub-subcontractors.

END OF RIDER C

OPUS.
BUILDING BEYOND

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

CERTIFIED MAIL

7008 1830 0004 3690 3358

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 005.32⁰
0002597411 APR 24 2009
MAILED FROM ZIP CODE 75001

GFS Texas
1375 River Bend Drive
Dallas, TX 75247

7524734915 C036

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

70 2009 00098010

Instrument Number: 2009-98010
As
Affidavit

Recorded On: August 12, 2009

Parties: GFS TEXAS

To

Billable Pages: 10

Number of Pages: 10

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Affidavit	47.00
Total Recording:	47.00

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

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

File Information:
Document Number: 2009-98010
Receipt Number: 612180
Recorded Date/Time: August 12, 2009 03:50:42P
User / Station: D Fahrney - Cash Station 3

Record and Return To:

GFS TEXAS
1375 RIVER BEND DR
DALLAS TX 75247

THE STATE OF TEXAS }
COUNTY OF DENTON }
I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

County Clerk
Denton County, Texas

IMANAGED AMS

526880 - 1

NOTICE

AFFIDAVIT CLAIMING LIEN

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, personally appeared Chad Jarmon, who upon his oath, deposed and stated the following:

1. My name is Chad Jarmon. I am Vice President of GFS TEXAS, hereinafter sometimes referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit. The facts contained herein are true and correct.

2. Claimant's address is 1375 River Bend Drive, Dallas, Texas 75247.

3. Pursuant to a contract by and between Claimant and Opus West Construction Corporation, Claimant has performed labor and/or furnished material to improve the following described real property located in Denton County, Texas, which is more particularly described as follows:

   121 Lakepointe Crossing Project
   Lot 1R-1, Block A and Lot 4R, Block A,
   Crossroads Centre North
   City of Lewisville, Denton County, Texas

4. Claimant was employed or furnished materials or labor to Opus West Construction, whose address is 15455 North Dallas Parkway, Suite 450, Addison, TX 75001.

5. The labor and/or materials furnished by Claimant are generally described as follows: Fire Protection Work and Retention. Claimant performed labor and/or furnished materials in May 2009 & June 2009.

6. A copy of all notices sent to the owner and original contractor are attached hereto.

7. The owner or reputed owner of the above-described real property is Opus West Corporation, whose last known address is 2555 East Camelback, Suite 500, Phoenix, AZ 85016.

8. The original contractor for the improvements for which a lien is claimed is Opus West Construction Corporation, whose last known address is 15455 North Dallas Parkway, Suite 450, Addison, TX 75001.

9. After showing all just credits, offsets, and payments, the amount of $103,007.50 remains unpaid and is due and owing. Claimant asserts a lien on the above-referenced real property and improvements to secure payment of said amount.

GFS TEXAS
1375 River Bend Drive
Dallas, Texas 75247

By: Chad Jarmon
Chad Jarmon

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO BEFORE ME on this the 12 th day of August, 2009

M. STEFFEN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 28, 2012
(Notary Seal)

Jeanne Steffen
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 2/28/12.

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared, Chad Jarmon, Secretary of GFS TEXAS, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes therein expressed, and in the capacity therein stated as the act and deed of such corporation.

Swom to and subscribed before me, under my official hand and seal of office, on August 12, 2009.

JEANNE M. STEFFEN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 28, 2012

Jeanne Steffen
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 2/28/12.

OPUS.

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	121 Lakepointe Crossing Phase 2	Project Number:	97306
Subcontractor:	GFS Texas	Date of Application:	May 21 2009
Supplier #:	1017360		
Address:	1375 River Bend Drive	Application Number:	6
	Dallas, TX 75247	Period From:	4/1/09 Period To: 4/27/09
Phone:	214-637-4141		

Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

CONTRACT INFORMATION

ITEM	SALES TAX ($)(if applicable)	TOTAL ($)
ORIGINAL CONTRACT AMOUNT		$870,334.00
OPUS APPROVED CHANGE ORDER thru # 2	.	$21,663.00
CONTRACT AMOUNT TO DATE TOTAL		$891,997.00

APPLICATION INFORMATION

A	Total Completed & Stored to Date	$ 891,997	
B	Less Retainage 10 %	$ 89,199	
C	Total Earned less Retainage (A - B)		$ 802 797.30
D	Less Previous Billings (previous req's line C)	$ 788,989.50	
E	Current Payment Due (C - D)		$ 13,807.80
F	Balance to Finish, Plus Retainage (H - A + B)	$ 89,199.70	
G	Current Gross Amount Completed This Period	$ 15,342	

SUBCONTRACTOR: GFS Texas Supplier #: 1017360

BY: [signature]

DATE: May 21, 2009

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed: From Previous Application	Work Completed: This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I+G	A/H		G-K
97306.10-130-15300.00-S	Fire Protection Sys - Subcontract	$669,584.00	669,584	0	669,584	100	0	0
97306.15-130-15300.00-S	Fire Protection Sys - Subcontract	$2,842.00	0	2842	2,842	100	284.20	2,557.80
97306.20-130-15300.00-S	Fire Protection Sys - Subcontract	$219,571.00	207,071	12,500	219,571	100	1,250	11,250.00
	Total	$891,997.00	816,655	15,342	891,997	100	1,534.20	13,807.80
		H	I	G	A	J	K	E

Entered By: ______ Accounting ______ Date

Approved By: ______ Project Manager ______ Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID Vendor Inv Date G/L Exp

APPLICATION AND CERTIFICATE FOR PAYMENT

INVOICE Page 1

To(OWNER): Opus West
2555 E. Camelback Rd.
Suite 500
Phoenix, AZ 85016
From: GFS Texas
1375 River Bend Drive
Dallas, TX 75247

Project: 97306
121 Lakepoint Crossing

Via(Architect):

Application No: .6
Invoice No: 3926-006
Period To: 4/27/2009

Architect's
Project No: 97306
Invoice Date: 5/21/2009
Contract Date: 7/2/2008

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	18,821.00	0.00
Approved this month	2,842.00	0.00
TOTALS	21,663.00	0.00
Net change by change orders	21,663.00	

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM.......$ 870,334.00
2. Net change by Change Orders.......$ 21,663.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).......$ 891,997.00
4. TOTAL COMPLETED & STORED TO DATE.......$ 891,997.00
5. RETAINAGE.......$ 89,199.70
6. TOTAL EARNED LESS RETAINAGE.......$ 802,797.30
   (Line 4 less Line 5)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.......$ 788,989.50
   (Line 6 from prior Certificate)
8. SALES TAX.......$ 0.00
9. CURRENT PAYMENT DUE.......$ 13,807.80
10. BALANCE TO FINISH, PLUS RETAINAGE.......$ 89,199.70
   (Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GFS Texas

By: Wesley Farmon Date: 5/21/09

State of: Texas County of: Dallas
Subscribed and sworn to before me this 21st day of May, 2009

Notary Public: Jeanne Steffen
My Commission expires: 2/2

JEANNE M. STEFFEN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb 2, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED....... $
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By______________ Date______________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET.

Application Number: 6
Application Date: 5/21/2009
Period To: 4/27/2009
Architect's Project No: 97306

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not In D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	Building 1								
001	Design	28,263.00	28,263.00	0.00	0.00	28,263.00	100	0.00	2,826.10
002	ESFR Material	392,000.00	392,000.00	0.00	0.00	392,000.00	100	0.00	39,200.00
009	ESFR Labor	202,000.00	202,000.00	0.00	0.00	202,000.00	100	0.00	20,200.00
003	Fire Pump Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100	0.00	2,500.00
004	Fire Pump Labor	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	300.00
005	Closeout Documents	500.00	500.00	0.00	0.00	500.00	100	0.00	50.00
		650,763.00	650,763.00	0.00	0.00	650,763.00	100	0.00	65,076.10
	Bldg. 1 Change Orders								
013	Relo Drain Line & OT to Finish	18,821.00	18,821.00	0.00	0.00	18,821.00	100	0.00	1,882.10
014	Relo 2 8" Risers @ Column Line 32	2,842.00	0.00	2,842.00	0.00	2,842.00	100	0.00	284.20
		21,663.00	18,821.00	2,842.00	0.00	21,663.00	100	0.00	2,166.30
	Building 3								
006	Design	11,000.00	11,000.00	0.00	0.00	11,000.00	100	0.00	1,100.00
0.	ESFR Material	120,071.00	120,071.00	0.00	0.00	120,071.00	100	0.00	12,007.30
008	ESFR Labor	60,000.00	48,000.00	12,000.00	0.00	60,000.00	100	0.00	6,000.00
010	Fire Pump Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100	0.00	2,500.00
011	Fire Pump Labor	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	300.00
012	Closeout Documents	500.00	0.00	500.00	0.00	500.00	100	0.00	50.00
		219,571.00	207,071.00	12,500.00	0.00	219,571.00	100	0.00	21,957.30
	Totals	891,997.00	876,655.00	15,342.00	0.00	891,997.00	100	0.00	89,199.70

OPUS.

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	121 Lakepointe Crossing Phase 2	Project Number:	97306
Subcontractor:	GFS Texas	Date of Application:	6/1/09
Supplier #:	1017360		
Address:	1375 River Bend Drive	Application Number:	Retainage
	Dallas, TX 75247	Period From:	— Period To: 4/30/09
Phone:	214-637-4141		

Remittance Address: OPUS West Construction Corporation
Attn : Accounts Payable
15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

CONTRACT INFORMATION

ITEM	SALES TAX ($)(if applicable)	TOTAL ($)
ORIGINAL CONTRACT AMOUNT		$870,334.00
OPUS APPROVED CHANGE ORDER thru # 2		$21,663.00
CONTRACT AMOUNT TO DATE TOTAL		$891,997.00

APPLICATION INFORMATION

A	Total Completed & Stored to Date		$ 891,997	
B	Less Retainage	0. %	$ 0	
C	Total Earned less Retainage (A - B)			$ 891,997
D	Less Previous Billings (previous req's line C)		$ 802,7 7.30	
E	Current Payment Due (C - D)			$ 89,199.70
F	Balance to Finish, Plus Retainage (H - A + B)		$ 0	
G	Current Gross Amount Completed This Period		$ 0	

SUBCONTRACTOR: GFS Texas Supplier #: 1017360

BY: [signature]

DATE: June 1, 2009

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed: From Previous Application	Work Completed: This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I+O	A/H		G-K
97306.10-330-15300.00-S	Fire Protection Sys - Subcontract	$669,584.00	669,584	0	669,584	100	0	
97306.15-330-15300.00-S	Fire Protection Sys - Subcontract	$2,842.00	2842	0	2,842	100	0	
97306.20-330-15300.00-S	Fire Protection Sys - Subcontract	$219,571.00	219,571	0	219,571	100	0	
	Total	$891,997.00	891,997	0	891,997	100	0	
		H	I	O	A	J	K	E

Entered By: ______ Accounting Date

Approved By: ______ Project Manager Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

APPLICATION AND CERTIFICATE FOR PAYMENT

INVOICE Page 1

To(OWNER): Opus West
2555 E. Camelback Rd.
Suite 500
Phoenix, AZ 85016

From: GFS Texas
1375 River Bend Drive
Dallas, TX 75247

Project: 97306
121 Lakepoint Crossing

Via(Architect):

Application No: 7
Invoice No: 3926-RET
Period To: 4/30/2009

Architect's
Project No: 97306
Invoice Date: 6/1/2009
Contract Date: 7/2/2008

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	21,663.00	0.00
Approved this month	0.00	0.00
TOTALS	21,663.00	0.00
Net change by change orders	21,663.00	

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	ORIGINAL CONTRACT SUM..........$	870,334.00
2.	Net change by Change Orders..........$	21,663.00
3.	CONTRACT SUM TO DATE(Line 1 +/- 2)..........$	891,997.00
4.	TOTAL COMPLETED & STORED TO DATE......$	891,997.00
5.	RETAINAGE..........$	0.00
6.	TOTAL EARNED LESS RETAINAGE..........$ (Line 4 less Line 5)	891,997.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT.....$ (Line 6 from prior Certificate)	802,797.30
8.	SALES TAX..........$	0.00
9.	CURRENT PAYMENT DUE..........$	89,199.70
10.	BALANCE TO FINISH, PLUS RETAINAGE.......$ (Line 3 less Line 6)	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GFS Texas

By: Woody Jarmon Date: 6/1/09

State of: Texas County of: Dallas
Subscribed and sworn to before me this 1st day of June, 2009

Notary Public: Jeanne Steffen
My Commission expires: 2/28

JEANNE M. STEFFEN
Notary Public
STATE OF TEXAS
My Comm. Exp. [illegible] 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.......... $
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By________________ Date________________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application Number: 7
Application Date: 6/1/2009
Period To: 4/30/2009
Architect's Project No: 97308

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	Building 1								
001	Design	28,263.00	28,263.00	0.00	0.00	28,263.00	100	0.00	0.00
002	ESFR Material	392,000.00	392,000.00	0.00	0.00	392,000.00	100	0.00	0.00
009	ESFR Labor	202,000.00	202,000.00	0.00	0.00	202,000.00	100	0.00	0.00
003	Fire Pump Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100	0.00	0.00
004	Fire Pump Labor	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	0.00
005	Closeout Documents	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
		650,763.00	650,763.00	0.00	0.00	650,763.00	100	0.00	0.00
	Bldg. 1 Change Orders								
013	Relo Drain Line & OT to Finish	18,821.00	18,821.00	0.00	0.00	18,821.00	100	0.00	0.00
014	Relo 2 8" Risers @ Column Line 32	2,842.00	2,842.00	0.00	0.00	2,842.00	100	0.00	0.00
		21,663.00	21,663.00	0.00	0.00	21,663.00	100	0.00	0.00
	Building 3								
0[illegible]	Design	11,000.00	11,000.00	0.00	0.00	11,000.00	100	0.00	0.00
0[illegible]	ESFR Material	120,071.00	120,071.00	0.00	0.00	120,071.00	100	0.00	0.00
008	ESFR Labor	60,000.00	60,000.00	0.00	0.00	60,000.00	100	0.00	0.00
010	Fire Pump Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100	0.00	0.00
011	Fire Pump Labor	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	0.00
012	Closeout Documents	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
		219,571.00	219,571.00	0.00	0.00	219,571.00	100	0.00	0.00
	Totals	891,997.00	891,997.00	0.00	0.00	891,997.00	100	0.00	0.00

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

70 2009 00098011

Instrument Number: 2009-98011

As
Affidavit

Recorded On: August 12, 2009

Parties: GFS TEXAS

To

Billable Pages: 8

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Affidavit	39.00
Total Recording:	39.00

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

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

File Information:

Document Number: 2009-98011
Receipt Number: 612180
Recorded Date/Time: August 12, 2009 03:50:42P
User / Station: D Fahrney - Cash Station 3

Record and Return To:

GFS TEXAS
1375 RIVER BEND DR
DALLAS TX 75247

THE STATE OF TEXAS }
COUNTY OF DENTON }
I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Denton County, Texas.

Cynthia Mitchell

County Clerk
Denton County, Texas

NOTICE

AFFIDAVIT CLAIMING LIEN

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, personally appeared Chad Jarmon, who upon his oath, deposed and stated the following:

1. My name is Chad Jarmon. I am Vice President of GFS TEXAS, hereinafter sometimes referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit. The facts contained herein are true and correct.

2. Claimant's address is 1375 River Bend Drive, Dallas, Texas 75247.

3. Pursuant to a contract by and between Claimant and Opus West Construction Corporation, Claimant has performed labor and/or furnished material to improve the following described real property located in Denton County, Texas, which is more particularly described as follows:

   121 Lakepointe Crossing Project
   Lot 1R-1, Block A and Lot 4R, Block A,
   Crossroads Centre North
   City of Lewisville, Denton County, Texas

4. Claimant was employed or furnished materials or labor to Opus West Construction, whose address is 15455 North Dallas Parkway, Suite 450, Addison, TX 75001.

5. The labor and/or materials furnished by Claimant are generally described as follows: Fire Protection work. Claimant performed labor and/or furnished materials in March 2009.

6. A copy of all notices sent to the owner and original contractor are attached hereto.

7. The owner or reputed owner of the above-described real property is OPUS West Corporation, whose last known address is 2555 East Camelback, Suite 500, Phoenix, AZ 85016.

8. The original contractor for the improvements for which a lien is claimed is Opus West Construction Corporation, whose last known address is 15455 North Dallas Parkway, Suite 450, Addison, TX 75001.

9. Claimant sent notices of its claim or claims to the original contractor and owner on each of the following dates: June 10, 2009. Each notice was sent by registered mail.

10. After showing all just credits, offsets, and payments, the amount of $130,836.50 remains unpaid and is due and owing. Claimant asserts a lien on the above-referenced real property and improvements to secure payment of said amount.

GFS TEXAS
1375 River Bend Drive
Dallas, Texas 75247

By: Chad Jarmon
Chad Jarmon

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO BEFORE ME on this the 12 th day of August, 2009

JEANNE M. STEFFEN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 28, 2012
Notary Seal

Jeanne Steffen
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 2/28/12.

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

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

Swom to and subscribed before me, under my official hand and seal of office, on August 12, 2009.

M. STEFFEN
Notary Public
STATE OF TEXAS
Comm. Exp. Feb. 28, 2012

Jeanne Steffen
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: 2/28/12.

OPUS

SUBCONTRACTOR APPLICATION FOR PAYMENT

Project Name:	121 Lakepointe Crossing Phase 2	Project Number:	97306
Subcontractor:	GFS Texas	Date of Application:	March 23, 2009
Supplier #:	1017360		
Address:	1375 River Bend Drive	Application Number:	5
	Dallas, TX 75247	Period From:	3/1/09 Period To: 3/31/09
Phone:	214-637-4141		

Remittance Address: OPUS West Construction Corporation
Attn: Accounts Payable
15455 N. Dallas Parkway, Suite 450
Addison, TX 75001

CONTRACT INFORMATION

ITEM	SALES TAX ($)(if applicable)	TOTAL ($)
ORIGINAL CONTRACT AMOUNT		$870,334.00
OPUS APPROVED CHANGE ORDER # 1 thru # 1		18,821
CONTRACT AMOUNT TO DATE TOTAL		889,155.00

APPLICATION INFORMATION

A	Total Completed & Stored to Date		$ 876,655	
B	Less Retainage	10 %	$ 87,665.50	
C	Total Earned less Retainage (A - B)			$ 788,989.50
D	Less Previous Billings (previous req's line C)		$ 658,153	
E	Current Payment Due (C - D)			$ 130,836.50
F	Balance to Finish, Plus Retainage (H - A + B)		$ 100,836.50	
G	Current Gross Amount Completed This Period		$ 145,374	

SUBCONTRACTOR: GFS Texas Supplier #: 1017360

BY: [signature]

DATE: March 23, 2009.

APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	Work Completed: From Previous Application	Work Completed: This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I+G	A/H		G-K
97306.10-110-15300.00-S	Fire Protection Sys - Subcontract	669,584	650,263	19,321	669,584	100	1,932.10	17,388.90
97306.20-110-15300.00-S	Fire Protection Sys - Subcontract	$219,571.00	81,018	126,053	207,071	94	12,605.40	113,447.60
	Total	889,155	731,281	145,374	876,655	99	14,531.50	130,836.50
		H	I	G	A	J	K	E

Entered By: ______________________ Accounting Date

Approved By: ______________________ Project Manager Date

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

APPLICATION AND CERTIFICATE FOR PAYMENT

INVOICE Page 1

To(OWNER): Opus West
2555 E. Camelback Rd.
Suite 500
Phoenix, AZ 85016

From: GFS Texas
1375 River Bend Drive
Dallas, TX 75247

Project: 97306
121 Lakepoint Crossing

Via(Architect):

Application No: 5
Invoice No: 3926-005
Period To: 3/31/2009

Architect's
Project No: 97306
Invoice Date: 3/23/2009
Contract Date: 7/2/2008

CONTRACTOR'S APPLICATION FOR PAYMENT

C..NGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	18,821.00	0.00
TOTALS	18,821.00	0.00
Net change by change orders	18,821.00	

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	870,334.00
2. Net change by Change Orders	$	18,821.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2)	$	889,155.00
4. TOTAL COMPLETED & STORED TO DATE	$	876,655.00
5. RETAINAGE	$	87,665.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	788,989.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	658,153.00
8. SALES TAX	$	0.00
9. CURRENT PAYMENT DUE	$	130,836.50
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	100,165.50

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GFS Texas

By: Woody Jarmon Date: 3/23/09

State of: Texas County of: Dallas
Subscribed and sworn to before me this 23rd day of March, 2009

Notary Public: Jeanne Steffen
My Commission expires: 2/28

JEANNE M. STEFFEN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 28, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By__________ Date__________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application Number: 5
Application Date: 3/23/2009
Period To: 3/31/2009
Architect's Project No: 97306

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
	Building 1								
0(.	Design	28,263.00	28,263.00	0.00	0.00	28,263.00	100	0.00	2,826.10
002	ESFR Material	392,000.00	392,000.00	0.00	0.00	392,000.00	100	0.00	39,200.00
009	ESFR Labor	202,000.00	202,000.00	0.00	0.00	202,000.00	100	0.00	20,200.00
003	Fire Pump Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100	0.00	2,500.00
004	Fire Pump Labor	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	300.00
005	Closeout Documents	500.00	0.00	500.00	0.00	500.00	100	0.00	50.00
		650,763.00	650,263.00	500.00	0.00	650,763.00	100	0.00	65,076.10
	Change Order #1								
013	Relo Drain Line & OT to Finish	18,821.00	0.00	18,821.00	0.00	18,821.00	100	0.00	1,882.10
		18,821.00	0.00	18,821.00	0.00	18,821.00	100	0.00	1,882.10
	Building 3								
006	Design	11,000.00	11,000.00	0.00	0.00	11,000.00	100	0.00	1,100.00
007	ESFR Material	120,071.00	30,018.00	90,053.00	0.00	120,071.00	100	0.00	12,007.30
008	ESFR Labor	60,000.00	15,000.00	33,000.00	0.00	48,000.00	80	12,000.00	4,800.00
01(	Fire Pump Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100	0.00	2,500.00
01 ,	Fire Pump Labor	3,000.00	0.00	3,000.00	0.00	3,000.00	100	0.00	300.00
012	Closeout Documents	500.00	0.00	0.00	0.00	0.00	0	500.00	0.00
		219,571.00	81,018.00	126,053.00	0.00	207,071.00	94	12,500.00	20,707.30
	Totals	889,155.00	731,281.00	145,374.00	0.00	876,655.00	99	12,500.00	87,665.50

EXHIBIT A (Page 1 of 4)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: 121 Lakepointe Crossing - Phase II

Job No.: 97306

On receipt by the undersigned of a check from Opus West Construction (Maker of Check) in the sum of One hundred thirty thousand eight hundred thirty-six & 50/100 dollars (Amount of Check) payable to GFS Texas (Payee or Payees of Check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of Opus (Owner) located at 121 Lakepointe Crossing (Job Description) to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to GFS Texas (Person with whom undersigned contracted) through March 31, 2009 (Date) only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any recepient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

March 23, 2009
(Date)

GFS Texas
(Company Name)

Wesley Harmon
(Signature)

President
(Title)

JEANNE M. STEFFEN
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 26, 2012

GFS TEXAS

1375 River Bend Drive
Dallas, TX 75247
214-637-4141
Fax 214-637-3434

NOTICE OF CLAIM

June 10, 2009

Opus West Corporation
2555 E. Camelback
Suite 500
Phoenix, AZ 85016

Certified Mail No. 7006 2150 0000 3780 2173
Return Receipt Requested

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

Certified Mail No. 7006 2150 0000 3780 2180
Return Receipt Requested

RE: Notice of Claim
Project Description: 121 Lakepointe Crossing

Gentleman:
We have supplied labor and materials to Opus West Construction Corp., contractor on the construction in progress on your property located at 2525 East State Hwy. 121, Lewisville, Texas. However, we have not been paid the amount due us for the month of March in the amount of $ 130,836.50 as shown by the attached statement which is made a part hereof. Under the mechanic's lien laws of Texas, a subcontractor of goods or labor is required to notify the owner of all claims which are not paid. Failure to give this notice may cause us to lose our rights under the mechanic's lien laws if the sums are not finally paid.

The law requires that we advise you that if our bill is not paid, you may be personally liable and your property subjected to a lien unless the bill is paid or otherwise settled.

Demand is hereby made for the payment of said claim.

If you have any questions regarding our claim, please contact us. In addition, we would appreciate being advised if there is a dispute as to our claim. Thank you for your immediate attention to this matter.

Sincerely,

Woody Jarmon

Woody Jarmon - President

Attachments

Northern District of Texas
Claims Register

09-34356-hdh11 Opus West Corporation

Judge: Harlin DeWayne Hale **Chapter:** 11
Office: Dallas **Last Date to file claims:** 11/09/2009
Trustee: **Last Date to file (Govt):**

Creditor: (12505515) Green Fire Systems Texas c/o Heather Jobe Bell Nunnally & Martin LLP 3232 McKinney Ave., Suite 1400 Dallas, Texas 75204	**Claim No: 46** *Original Filed Date*: 11/09/2009 *Original Entered Date*: 11/09/2009	*Status:* *Filed by:* CR *Entered by:* Jobe, Heather *Modified:*

Secured claimed: $856660.00

Total claimed: $856660.00

History:

Details 46-1 11/09/2009 Claim #46 filed by Green Fire Systems Texas, total amount claimed: $856660 (Jobe, Heather)

Description: (46-1) Services and goods sold

Remarks:

Claims Register Summary