

<b>UNITED STATES BANKRUPTCY COURT</b> <b>Northern District of Texas</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Opus West Corporation</b>		Case Number: <b>09-34356</b>
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): <b>A.D. Willis Co., Inc.</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Name and address where notices should be sent: <b>A.D. Willis Co., Inc.</b> <b>4266 Felter Lane</b> <b>Austin, TX 78744-3220</b>  Telephone number: <b>(512) 385-3993</b>		
Name and address where payment should be sent (if different from above):  <div style="text-align: center; font-size: 2em; font-weight: bold;">             FILED              NOV 06 2009              TAWANA C. MARSHALL, CLERK              U.S. BANKRUPTCY COURT              NORTHERN DISTRICT OF TEXAS           </div>		
Name and address where payment should be sent (if different from above):  <div style="text-align: center; font-size: 2em; font-weight: bold;">             RECEIVED              NOV 10 2009              BMC GROUP           </div>		<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.
Telephone number:		
1. Amount of Claim as of Date Case Filed:      \$ <u>122,980.68</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.		
2. Basis for Claim: <u>goods &amp; services provided</u> (See instruction #2 on reverse side.)		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).  Amount entitled to priority: \$ _____  <small>*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.</small>
3. Last four digits of any number by which creditor identifies debtor: <u>BMC GROUP</u>  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  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: \$ <u>122,980.68</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements 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: <u>11-5-09</u> 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.  <div style="text-align: center;">   <b>Bendetta Ogbe, Vice President</b> </div>		FOR COURT USE ONLY  <div style="text-align: center;">   <b>OPUS WEST</b>          00564       </div>
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both.		



HCG Junior Anchor 2 / 97337.40

07500 / Anchor 2A/2B - Roofing

A.D. Willis Co Inc / Steve Wilson

Contact Phone: 512-385-3993 / Contact Fax: 512-385-3733

Payment Terms: Standard

Retainage: 10%

**SUBCONTRACT AGREEMENT (Labor and Materials)**

This Subcontract Agreement ("Subcontract") is made as of this 21st day of January, 2009, by and between Opus West Construction Corporation ("Contractor"), with its office located at 15455 N. Dallas Parkway, Addison, TX 75001, and A.D. Willis Co Inc ("Subcontractor") with its office located at 4266 Felter Lane, Austin, TX 78744.

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 construction-related materials and services, as applicable, to Owner (defined below) in connection with the project generally described as HCG Junior Anchor 2 ("Project"), located at 4005 FM 620 S, Bee Cave, TX 78738 ("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 Hill Country Galleria, LP ("Owner").
4. Architect/Engineer. The Architect(s)/Engineer(s) of record for the Project are:  
Civil Engineer: Garrett-Innen Civil Engineers Inc  
Architect of Record: 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 Contract 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 05/01/2009. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager or superintendent, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 115,600.00 ("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:

James Kehoe

CONTRACTOR

Opus West Construction Corporation

By:

Paul Lemble

(Print Name)

Vice President of Construction, Texas

(Title)

(Date)

2-9-2009

SUBCONTRACTOR

A.D. Willis Co Inc

By:

Benedetta Ogile

Benedetta Ogile

(Print Name)

Vice President

(Title)

(Date)

2/2/09

Received

FEB 11 2008

A.D. Willis, Co., Inc

**RIDER A**

This Rider A is attached to and made a part of the Subcontract between Opus West Construction Corporation and A.D. Willis Co Inc dated 01/21/2009. 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 Anchor 2A/2B - Roofing work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

<u>Description</u>	<u>Number</u>	<u>Date</u>
This Subcontract Agreement		01/21/2009
Project Drawings		
Cover Sheet - Anchor 2A	C1	07/30/2008
Notes - Anchor 2A	C2	07/30/2008
Erosion & Sedimentation Plan - Anchor 2A	C3	07/30/2008
Dimensional Control Plan - Anchor 2A	C4	07/30/2008
Grading & Drainage - Anchor 2A	C5	07/30/2008
Utility & Tap Plan - Anchor 2A	C6	07/30/2008
Details - Anchor 2A	C7	07/30/2008
Floor Plan - Anchor 2A	A2.1	10/15/2008
Roof Plan - Anchor 2A	A2.2	10/15/2008
Exterior Elevations - Anchor 2A	A3.1	10/15/2008
Wall Sections - Anchor 2A	A4.1	10/15/2008
Wall Sections - Anchor 2A	A4.2	10/15/2008
Wall Sections - Anchor 2A	A4.3	10/15/2008
Plan Details - Anchor 2A	A5.1	10/15/2008
Typical Details - Anchor 2A	A5.2	10/15/2008
Details - Anchor 2A	A5.3	10/15/2008
Schedule & Wall Types - Anchor 2A	A6.1	10/15/2008
Door Schedule & Window Types - Anchor 2A	A6.2	10/15/2008
Master Code Summary Plan - Anchor 2A	AC1.0	10/15/2008
Code Summary Plan - Anchor 2A	AC1.1	10/15/2008
Title Sheet - Anchor 2A	T1.1	10/15/2008
Mechanical Cover Sheet - Anchor 2A	M0.0	10/15/2008
Title Sheet - Anchor 2A	S1.1	10/15/2008
Statement of Special Inspections - Anchor 2A	S1.2	10/15/2008
Foundation Plan - Anchor 2A	S2	10/15/2008
Roof Framing Plan - Anchor 2A	S3	10/15/2008
Sections & Details - Anchor 2A	S4	10/15/2008
Sections & Details - Anchor 2A	S5	10/15/2008
Mechanical Floor Plan - Anchor 2A	M2.1	10/15/2008
Mechanical Details - Anchor 2A	M3.1	10/15/2008
Plumbing Cover Sheet - Anchor 2A	P0.0	10/15/2008
Plumbing Floor Plan - Anchor 2A	P2.1	10/15/2008
Plumbing Roof Plan - Anchor 2A	P2.2	10/15/2008
Plumbing Details - Anchor 2A	P3.1	10/15/2008
Electrical Cover Sheet - Anchor 2A	E0.0	10/15/2008
Electrical Site Plan - Anchor 2A	E1.01	10/15/2008
Electrical Floor Plan - Anchor 2A	E2.01	10/15/2008
Electrical Roof Plan - Anchor 2A	E2.02	10/15/2008
Electrical Riser Diagrams & Schedules - Anchor 2A	E3.01	10/15/2008

**Supplemental Design Documents**

Full Project Specification Book for Anchor 2A	10/21/2008
Sample Subcontract - Feb 2008	02/01/2008
General Conditions of Subcontract - Feb 2008	02/01/2008
Supplemental General Conditions of Subcontract - Modified for Texas	08/13/2008
Special Conditions of Subcontract	10/03/2008
Exhibit A - Lien Waivers (Pages I-IV)	02/01/2008
Exhibit B - Sample Subcontractor Application for Payment (Pages I-II)	02/01/2008
Exhibit C - Certificate of Insurance Sample (Pages I-II)	02/01/2008
Subcontractor Pre-Qualification Statement (Modified 2/8/08)	02/08/2008
Instructions to Bidders - Anchor 2A	10/20/2008
Bid Forms - Anchor 2A - (Roofing, Glass & Glazing, Drywall & Framing, HVAC, Electrical)	10/21/2008
General Conditions of Subcontract - Feb 2008	02/01/2008
Project Schedule	01/21/2009
Drawing Log	10/20/2008

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**

The Work of this Subcontract includes but is not limited to the following:

- 1 Provide lien releases from all second and third tier subcontractors/suppliers.
- 2 Furnish and install roof hatch & accessories.
- 3 Furnish and install prefinished interlocking metal soffit panels and metal cap flashing at canopies per the drawings.

The Work of this Subcontract excludes the following:

- 1 Flashing for exterior materials other than roofing scope, (EIFS, Stone & Cedar)
- 2 Plywood at parapet walls
- 3 Bond

**2. Schedule.**

Subcontractor will achieve the following milestones (referred to as the "Schedule")

Description	Planned Start	Planned End	Planned Duration
Roofing	02/16/2009	02/23/2009	10 Days

**Schedule Clarifications**

Need to maintain 3 week schedule as directed by Superintendent in weekly subcontractor meetings.

**3. Subcontract Sum Breakdown.**

Subcontractor provides the following breakdown of the Subcontract Sum including sales tax to be charged and remitted:

**Subcontract Recap**

Sub-Job Number	Sub-Job Name	Name	Amount
97337.40	HCG Junior Anchor 2	Roofing System	\$109,800.00
97337.40	HCG Junior Anchor 2	Exterior Canopy	\$5,800.00
<b>Total Subcontract Sum</b>			<b>\$115,600.00</b>

**Subcontract Summary**

Name	Account Code	Amount
Exterior Canopy - Subcontract	97337.40-E10-05460.00-S	\$5,800.00
Roofing Systems - Subcontract	97337.40-E20-07500.00-S	\$109,800.00
<b>Total Subcontract Sum</b>		<b>\$115,600.00</b>

**4. 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 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 for the duration of the project:

Number	Name	Rate	UOM
1.00	Insulation	\$2.75	Sq Foot

Opus Group Subcontract (Labor and Materials)

February 2008 Edition

HCG Junior Anchor 2 / 97337.40  
Anchor 2A/2B - Roofing

2.00 Metal Flashing  
3.00 Coping Cap (Standard Size)  
4.00 TPO Membrane

\$3.75 Lineal Foot  
\$8.50 Lineal Foot  
\$1.95 Sq Foot

5. 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.

The alternate prices shall be in effect for the duration of the project:

Number	Name	Amount
1	N/A	

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 A.D. Willis Co Inc dated 01/21/2009. 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 workman's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; and (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee. Subcontractor's failure to procure specific 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 bond 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 A.D. Willis Co Inc dated 01/21/2009. 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. Subcontractor's Insurance.** Subcontractor will purchase and maintain the insurance described in this paragraph 1.

- 1.1 Subcontractor's 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 coverages, requirements and minimum limits:

INSURANCE COVERAGEMINIMUM LIMITS

## 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

(Applies if Subcontractor is performing or supplying any of the following as part of the Work: Structural Concrete or Wood Framing, Masonry, Electrical, HVAC, Plumbing, Fire Protection, Sprinkler, Steel Erection, Elevator, Excavating, Roofing, Foundation and Curtain Wall/Glazing 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

(Applies if Subcontractor's Work does not include any of the work item listed immediately above.)

\$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/Errors &amp; Omissions

(Applies if Subcontractor is providing engineering or design services)

\$1,000,000 each claim  
\$1,000,000 annual aggregate

## Contractor's Pollution Liability

(Applies if Subcontractor is providing any of the following as part of the Work):

## Demolition; Fuel Providers

\$1,000,000 each occurrence  
\$1,000,000 aggregate

Excavation and subterranean Work;  
transporting of regulated or hazardous substances

\$1,000,000 each occurrence  
\$2,000,000 aggregate

## Asbestos, Lead or Mold Abatement

\$5,000,000 each occurrence  
\$5,000,000 aggregate

**1.2 Subcontractor's Insurance Requirements.** Subcontractor's policies of insurance set forth in Paragraph 1.1 must meet the following requirements:

- (a) 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.
- (b) The Commercial General Liability insurance and Umbrella/Excess Liability Insurance must (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 and (vi) include Contractor and Owner (and others as specifically required by the Subcontract Documents) as "additional insureds." The "additional insureds" endorsements to Subcontractor's Commercial General Liability policy will be on ISO Forms GC 20 10 07.04 and GC 20 37 07 04 or equivalent and will include coverage for ongoing and complete operations. The additional insured endorsement form numbers must be listed on the insurance certificate. If the endorsement is not written on an "ISO" form, the endorsement(s) must be attached to the certificate of insurance. Subcontractor's General Liability and Umbrella/Excess insurance policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Contractor or Owner.
- (c) The Commercial Automobile Liability insurance must include coverage for all owned, hired and non-owned automobiles.
- (d) Professional Liability/Errors & Omissions, if applicable to the Subcontractor's Work, must 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.
- (e) Contractor's Pollution Liability insurance, if applicable to the Subcontractor's Work, will (i) be maintained for a period of two years after the completion of the Work, (ii)

specifically cover as "insured contracts" Subcontractor's indemnity obligations as set forth in this Subcontract and other contractual indemnities assumed by Subcontractor under the Subcontract Documents, (iii) include transportation coverage for loading, unloading, and transporting of waste from the Project Site to the final disposal location with an endorsement scheduling the non-owned disposal facility if transportation of waste is included in the Work, (iv) include a waiver of subrogation, (v) specifically include pollution coverage for all Work performed, such as asbestos, lead-based paint, and mold, (vi) cover replacement or restoration costs as a result of pollution conditions, and (vii) delete or amend any "insured vs. insured" exclusion to provide that the exclusion shall not apply to Contractor as an additional insured. Coverage will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Contractor or Owner. Subcontractor shall provide a copy of the policy to the Contractor upon request.

- (f) All insurance policies required under this Paragraph 1 must (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 to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required under this Paragraph 1, 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.
- (g) 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 must 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".
- (h) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required under this Paragraph 1 is received by Contractor.
- (i) The insurance coverages and limits required by this Subcontract do not limit the Subcontractor's responsibilities and liabilities specified within the Subcontract Documents or under law.

**2. Contractor's Builder's Risk Insurance:** Contractor will purchase and maintain builders risk insurance as follows:

- 2.1 **Coverage.** 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, 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.
- 2.2 **Waiver of Subrogation.** 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.
- 2.3 **Apportionment of Deductible.** 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 \$5,000.00) 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.
- 2.4 **Loss Payable.** 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.
- 2.5 **Personal Property.** Subcontractor hereby releases 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 thereof as Subcontractor deems appropriate. Subcontractor shall require a similar release by Sub-subcontractors. In addition, if Contractor permits Subcontractor to use tools, equipment or other personal property that is owned, leased or otherwise in Contractor's possession Subcontractor's use will be at its sole risk and Subcontractor will indemnify Contractor against any claims and/or damages, including but not limited to attorney's fees and court costs, arising out of Subcontractor's use of the tools, equipment or other personal property.

END OF RIDER C

CUSTOMER INFORMATION		GROSS		RETAINAGE		RECEIPTS		CUR DUE		1 TO 30		31 TO 60		61 TO 90		91 TO 999	
INVOICE#	DUE DT																

MORN	TOTAL NET DUE:	2,962.63							2,962.63	100.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00
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OPUS	OPUS WEST CONSTRUCTION	TELEPHONE: (972) 392-8826	CONTACT:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08787-17	01/30/2009	4,579.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,579.00
09828-01	03/25/2009	98,094.50	9,809.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88,285.05
09828-02	04/25/2009	8,109.30	810.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,298.37
09828-03	05/25/2009	10,084.20	1,008.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,075.78
09828-04RT	05/25/2009	11,628.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,628.80

OPUS	TOTAL NET DUE:	120,867.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	120,867.00
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OPUSMN	OPUS WEST MGT. CORP. APM	TELEPHONE: (512) 402-9135	CONTACT:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,823.68
08787-16RT	10/25/2008	24,535.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24,535.00
21557	04/03/2009	290.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	290.00

OPUSMN	TOTAL NET DUE:	2,113.68	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	2,113.68
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OWENS	OWENS CORNING	TELEPHONE:	CONTACT:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,318.50
09851-01	08/25/2009	83,185.00	8,318.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	83,185.00

OWENS	TOTAL NET DUE:	74,866.50	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	74,866.50
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PYRAPR	PYRAMID PROPERTIES INC	TELEPHONE:	CONTACT:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	238.15
21621	05/07/2009	238.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	238.15

PYRAPR	TOTAL NET DUE:	18.15	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	18.15
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ROGERS	ROGERS-OBRIEN CONSTRUCT	TELEPHONE: (214) 962-3000	CONTACT:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,029.60
08801-04RT	03/20/2009	1,029.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,029.60
08801-05	03/26/2009	1,235.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,235.00

1,029.60  
1,235.00  
Pd

**COPY**

**LEIN AFFIDAVIT AND CLAIM**

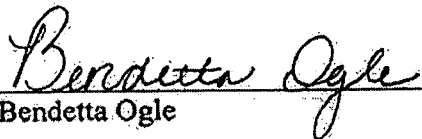
**ORIGINAL  
FILED FOR RECORD**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

I, Bendetta Ogle the undersigned affiant, A.D. Willis Company Inc., "Claimant", having furnished material and/or performed labor to improve the real property herein described, make this Affidavit for the purpose of perfecting a lien on said real property and improvements, and on oath make the following statements:

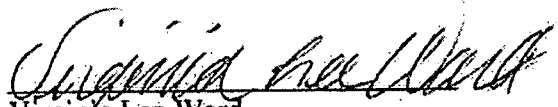
1. "My name is Bendetta Ogle, and I am the Vice President of Administration of A.D. Willis Company Inc., with offices at 4266 Felter Lane, Austin, TX 78744. I have personal knowledge of the facts contained in this affidavit, the facts are true and correct and I am competent and duly authorized to make, and do make this Affidavit on behalf of said company.
2. "The principal amount of the claim is \$116,288.00, and said amount is just and reasonable and has not been paid. Said claim constitutes the agreed upon price of the material furnished and/or labor performed and constitutes the reasonable value of the material furnished and/or labor performed described in paragraph 5. Claimant claims a statutory mechanic's and materialman's lien on the real property and improvements described below.
3. "The name of the owner or reputed owner/lease hold interest of the real property hereinafter described is Hill Country Galleria Anchor 2A, whose last known mailing address is 4005 S. FM 620, Bee Cave, TX 78738, the original contractor on the job or that portion thereof for which the hereinafter described labor and/or material were furnished.
4. "The real property charged with the lien is described as follows:  
Hill Country Galleria Anchor 2A  
4005 S. FM 620  
Bee Cave, TX 78738
5. "Claimant furnished material and/or performed labor consisting generally of roofing labor and materials for improvement of the above-described real property during February 2009 and April 2009. Additionally, the sum of \$11,628.80 has accrued as retainage from February 2009 to April 2009, which amount is also unpaid.

6. "Claimant furnished material and/or labor to Opus West Construction Company the original contractor.
7. "A copy of this Affidavit is being mailed by certified mail to Hill Country Galleria LP, and Opus West Construction Corporation, addressed to each party's last known address. A notice of claim was mailed by certified mail to Hill Country Galleria LP, and Opus West Construction Corporation on April 24, 2009.

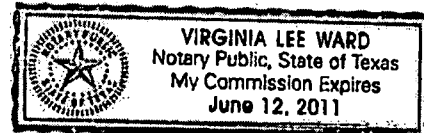
  
Bendetta Ogle

SUBSCRIBED AND SWORN TO before me by Bendetta Ogle this the 23rd, day of April 2009, to certify which witness my hand and seal of office.

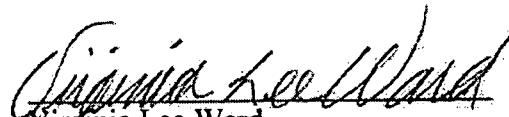
My Commission Expires: 6/12/2011

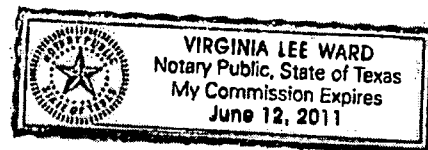
  
Virginia Lee Ward  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF TRAVIS



This instrument was acknowledged before me on this the 23rd, day of April 2009, by Bendetta Ogle, Vice President of Administration of A.D. Willis Company Inc., on behalf of said company.

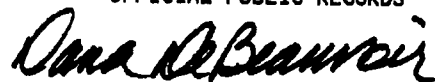
  
Virginia Lee Ward  
Notary Public, State of Texas



Return to: A.D. Willis Company  
Accounts Receivable  
4266 Felter Lane  
Austin, TX 78744

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



2009 Apr 24 12:42 PM 2009066170

BARTHOD \$20.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

**LEIN AFFIDAVIT AND CLAIM**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

I, Bendetta Ogle the undersigned affiant, A.D. Willis Company Inc., "Claimant", having furnished material and/or performed labor to improve the real property herein described, make this Affidavit for the purpose of perfecting a lien on said real property and improvements, and on oath make the following statements:

1. "My name is Bendetta Ogle, and I am the Vice President of Administration of A.D. Willis Company Inc., with offices at 4266 Felter Lane, Austin, TX 78744. I have personal knowledge of the facts contained in this affidavit, the facts are true and correct and I am competent and duly authorized to make, and do make this Affidavit on behalf of said company.
2. "The principal amount of the claim is \$6,402.68, and said amount is just and reasonable and has not been paid. Said claim constitutes the agreed upon price of the material furnished and/or labor performed and constitutes the reasonable value of the material furnished and/or labor performed described in paragraph 5. Claimant claims a statutory mechanic's and materialman's lien on the real property and improvements described below.
3. "The name of the owner or reputed owner/lease hold interest of the real property hereinafter described is Dick's Sporting Goods, whose last known mailing address is 4005 S. FM 620, Bee Cave, TX 78738, the original contractor on the job or that portion thereof for which the hereinafter described labor and/or material were furnished.
4. "The real property charged with the lien is described as follows:  
Dick's Sporting Goods  
4005 S. FM 620  
Bee Cave, TX 78738
5. "Claimant furnished material and/or performed labor consisting generally of roofing labor and materials for improvement of the above-described real property during October 2008 and December 2008. Additionally, the sum of \$6,402.68 has accrued as retainage from October 2008 to December 2008, which amount is also unpaid.

6. "Claimant furnished material and/or labor to Opus West Construction Company the original contractor.
7. "A copy of this Affidavit is being mailed by certified mail to Hill Country Galleria LP, and Opus West Construction Corporation, addressed to each party's last known address. A notice of claim was mailed by certified mail to Hill Country Galleria LP, and Opus West Construction Corporation on April 24, 2009.

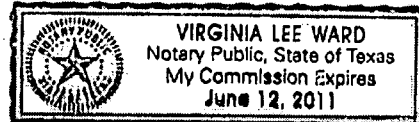
Bendetta Ogle  
Bendetta Ogle

SUBSCRIBED AND SWORN TO before me by Bendetta Ogle this the 23rd, day of April 2009, to certify which witness my hand and seal of office.

My Commission Expires: 6/12/2011

Virginia Lee Ward  
Virginia Lee Ward  
Notary Public, State of Texas

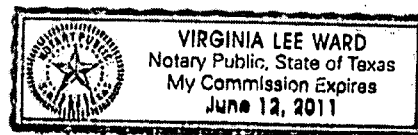
THE STATE OF TEXAS  
COUNTY OF TRAVIS



This instrument was acknowledged before me on this the 23rd, day of April 2009, by Bendetta Ogle, Vice President of Administration of A.D. Willis Company Inc., on behalf of said company.

Virginia Lee Ward  
Virginia Lee Ward  
Notary Public, State of Texas

Return to: A.D. Willis Company  
Accounts Receivable  
4266 Felter Lane  
Austin, TX 78744



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2009 Apr 24 12:42 PM 2009066169

BARTHOD \$20.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS



2

**LEIN AFFIDAVIT AND CLAIM****STATE OF TEXAS  
COUNTY OF TRAVIS**

I, Bendetta Ogle the undersigned affiant, A.D. Willis Company Inc., "Claimant", having furnished material and/or performed labor to improve the real property herein described, make this Affidavit for the purpose of perfecting a lien on said real property and improvements, and on oath make the following statements:

1. "My name is Bendetta Ogle, and I am the Vice President of Administration of A.D. Willis Company Inc., with offices at 4266 Felter Lane, Austin, TX 78744. I have personal knowledge of the facts contained in this affidavit, the facts are true and correct and I am competent and duly authorized to make, and do make this Affidavit on behalf of said company.
2. "The principal amount of the claim is \$290.00, and said amount is just and reasonable and has not been paid. Said claim constitutes the agreed upon price of the material furnished and/or labor performed and constitutes the reasonable value of the material furnished and/or labor performed described in paragraph 5. Claimant claims a statutory mechanic's and materialman's lien on the real property and improvements described below.
3. "The name of the owner or reputed owner/lease hold interest of the real property hereinafter described is Limited Too, whose last known mailing address is 4005 S. FM 620, Bee Cave, TX 78738, the original contractor on the job or that portion thereof for which the hereinafter described labor and/or material were furnished.
4. "The real property charged with the lien is described as follows:  
Limited Too  
4005 S. FM 620  
Bee Cave, TX 78738
5. "Claimant furnished material and/or performed labor consisting generally of roofing labor and materials for improvement of the above-described real property during February 2009

6. "Claimant furnished material and/or labor to Opus West Management Corp. the original contractor.
7. "A copy of this Affidavit is being mailed by certified mail to Hill Country Galleria LP, and Opus West Management Corporation, addressed to each party's last known address. A notice of claim was mailed by certified mail to Hill Country Galleria LP, and Opus West Management Corporation on May 06, 2009.

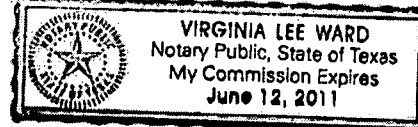
*Bendetta Ogle*  
Bendetta Ogle

SUBSCRIBED AND SWORN TO before me by Bendetta Ogle this the 4th, day of May 2009, to certify which witness my hand and seal of office.

My Commission Expires: 6/12/2011

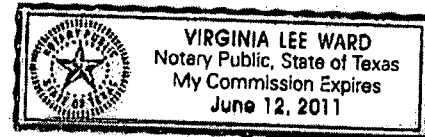
*Virginia Lee Ward*  
Virginia Lee Ward  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF TRAVIS



This instrument was acknowledged before me on this the 4th, day of May 2009, by Bendetta Ogle, Vice President of Administration of A.D. Willis Company Inc., on behalf of said company.

*Virginia Lee Ward*  
Virginia Lee Ward  
Notary Public, State of Texas



Return to: A.D. Willis Company  
Accounts Receivable  
4266 Felter Lane  
Austin, TX 78744

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2009 May 05 10:36 AM 2009072527

CARTERT \$20.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

## Billing Information

Starbuilder Customer ID	OPUSMN
Starbuilder Contract #	8787
Contractor/Owner	OPUS WEST CONSTRUCTION CORPORATION
Address Line 1	15455 NORTH DALLAS PARKWAY STE. 450
Address Line 2	ADDISON, TX 75001
Address Line 3	
Phone	972-480-9787
Fax	972-669-2216
Project Name	DICKS SPORTING GOODS - HCG
Project Address Line 1	4005 S FM 620
Project Address Line 2	BEE CAVE, TX 78738
Project Address Line 3	
Architect	OPUS ARCHITECTS & ENGINEERS
Architect Address Line 1	10350 BREN ROAD WEST
Architect Address Line 2	MINNETONKA, MN 55343-0110
Architect Address Line 3	
ADW Job Number	08787
Contractor Project Number	97338
Contract For	
Contract Date	
Original Contract Amount	\$245,350.00
Retainage	10%
Pay Application Number	01
Pay Application Date	05/25/2008
For Work Through	05/31/2008

## Billing Summary

Percent Complete	92.65%
Complete to Date	\$ 227,314.60
Percent Billed (Less Retainage)	83.38%
Completed this Period	\$ 227,314.60
Due this Period (Less Retainage)	\$ 204,583.14
Total Retained	\$ 22,731.46
Total Left in Contract	\$ 40,766.86

	08787-01		05 2008	
Comments	Invoice Number	Batch #	Per Year	Initials/Signature

A.D. WILLIS COMPANY, INC.  
4266 FELTER LANE  
AUSTIN, TEXAS 78744-3220

**INVOICE**

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

PAY APPLICATION NO.: 02  
INVOICE DATE: 06/25/2008  
CONTRACT DATE: 01/00/1900  
CONTRACTOR JOB # 97338

ADW JOB # 08787

PROJECT: DICKS SPORTING GOODS - HCG  
PHONE: 972-480-9787  
FAX: 972-669-2216

	\$ AMOUNT
ORIGINAL CONTRACT SUM	\$ 245,350.00
CHANGE ORDERS	-
ADJUSTED CONTRACT AMOUNT	<u>\$ 245,350.00</u>
TOTAL COMPLETED TO DATE	\$ 228,490.00
LESS RETAINAGE	<u>22,849.00</u>
TOTAL LESS RETAINAGE	\$ 205,641.00
LESS PREVIOUS PAID / BILLED	<u>(204,583.14)</u>
TOTAL THIS INVOICE	<u>\$ 1,057.86</u>

DUE UPON RECEIPT  
REMIT TO: 4266 FELTER LANE  
AUSTIN, TX 78744-3220

THANK YOU FOR YOUR BUSINESS!

CONTACT US AT:  
(512) 385-3993 Phone  
(512) 385-3733 Fax

# SUBCONTRACT APPLICATION FOR PAYMENT

Project Name : <u>Hill Country Galleria</u>	Project Number : <u>97337</u>
Subcontractor : <u>A.D. Willis Co Inc</u>	Date of Application : <u>06/25/2008</u>
Supplier # : <u>1048871</u>	Application Number : <u>1&amp;2 DSG</u>
Address : <u>4266 Felter Lane</u>	Period From : <u>05/01/2008-06/30/2008</u>
<u>Austin, TX 78744</u>	
Phone : <u>512-385-3993</u>	
Remittance Address : <u>Opus West Construction Corporation</u>	
<u>Attn : Accounts Payable</u>	
<u>15455 N. Dallas Parkway</u>	
<u>Addison, TX 75001</u>	

## CONTRACT INFORMATION

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$2,047,114.00
OPUS APPROVED CHANGE ORDER THRU # <u>15</u>		\$833,209.10
CONTRACT AMOUNT TO DATE TOTAL		\$2,880,323.10

## APPLICATION INFORMATION

A Total Completed & Stored to Date	\$ 2,772,878.94	
B Less Retainage <u>10%</u>	\$ 277,287.89	
C Total Earned Less Retainage (A - B)		\$ 2,495,591.05
D Less Previous Billings (previous req's line C)	\$ 2,220,594.99	
E Current Payment Due (C - D)		\$ 274,996.06
F Balance to Finish, Plus Retainage (H - A + B)	\$ 384,732.05	
G Current Gross Amount Completed This Period	\$ 77,061.17	

SUBCONTRACTOR :	<u>A.D. Willis Co Inc</u>	Supplier # : <u>1048871</u>
BY :		
DATE :		

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A/H		G - K
97337.06-E20-07500.00-S	Roofing Systems - Subcontract	\$2,088.00	\$2,088.00	\$0.00	\$2,088.00	100.00%	\$0.00	\$0.00
97337.07-E20-07500.00-S	Roofing Systems - Subcontract	\$1,104.00	\$1,104.00	\$0.00	\$1,104.00	100.00%	\$0.00	\$0.00
97337.08-E20-07500.00-S	Roofing Systems - Subcontract	\$2,088.00	\$2,088.00	\$0.00	\$2,088.00	100.00%	\$0.00	\$0.00
97337.20-E10-06173.00-S	Ext Siding-Metal - Subcontract	\$919.00	\$919.00	\$0.00	\$919.00	100.00%	\$0.00	\$0.00
97337.20-E20-07500.00-S	Roofing Systems - Subcontract	\$104,154.00	\$102,056.00	\$2,098.00	\$104,154.00	100.00%	\$209.80	\$1,888.20
97337.21-E10-06173.00-S	Ext Siding-Metal - Subcontract	\$13,315.00	\$13,315.00	\$0.00	\$13,315.00	100.00%	\$0.00	\$0.00
97337.21-E20-07500.00-S	Roofing Systems - Subcontract	\$160,193.00	\$152,840.00	\$7,353.00	\$160,193.00	100.00%	\$735.30	\$6,617.70
97337.22-E20-07500.00-S	Roofing Systems - Subcontract	\$80,033.00	\$80,033.00	\$0.00	\$80,033.00	100.00%	\$0.00	\$0.00

97337.23-E10-06173.00-S	Ext Siding-Metal - Subcontract	\$18,310.00	\$18,310.00	\$0.00	\$18,310.00	100.00%	\$0.00	\$0.00
97337.23-E20-07500.00-S	Roofing Systems - Subcontract	\$98,404.00	\$98,404.00	\$0.00	\$98,404.00	100.00%	\$0.00	\$0.00
97337.24-E10-06173.00-S	Ext Siding-Metal - Subcontract	\$15,741.00	\$15,030.00	\$711.00	\$15,741.00	100.00%	\$71.10	\$639.90
97337.24-E20-07500.00-S	Roofing Systems - Subcontract	\$151,703.00	\$151,703.00	\$0.00	\$151,703.00	100.00%	\$0.00	\$0.00
97337.25-E10-06173.00-S	Ext Siding-Metal - Subcontract	\$10,196.00	\$10,196.00	\$0.00	\$10,196.00	100.00%	\$0.00	\$0.00
97337.25-E20-07500.00-S	Roofing Systems - Subcontract	\$62,997.00	\$62,667.00	\$330.00	\$62,997.00	100.00%	\$33.00	\$297.00
97337.26-E10-06173.00-S	Ext Siding-Metal - Subcontract	\$59,237.00	\$59,237.00	\$0.00	\$59,237.00	100.00%	\$0.00	\$0.00
97337.26-E20-07500.00-S	Roofing Systems - Subcontract	\$229,990.00	\$226,169.00	\$3,621.00	\$229,990.00	100.00%	\$362.10	\$3,258.90
97337.27-E10-06173.00-S	Ext Siding-Metal - Subcontract	\$15,275.00	\$15,275.00	\$0.00	\$15,275.00	100.00%	\$0.00	\$0.00
97337.27-E20-07500.00-S	Roofing Systems - Subcontract	\$195,228.00	\$191,546.00	\$3,682.00	\$195,228.00	100.00%	\$368.20	\$3,313.80
97337.28-E20-07500.00-S	Roofing Systems - Subcontract	\$68,543.00	\$68,288.00	\$255.00	\$68,543.00	100.00%	\$25.50	\$229.50
97337.29-E10-06173.00-S	Ext Siding-Metal - Subcontract	\$66,892.23	\$41,138.23	\$25,754.00	\$66,892.23	100.00%	\$2,575.40	\$23,178.60
97337.29-E20-07500.00-S	Roofing Systems - Subcontract	\$376,195.00	\$374,982.00	\$1,213.00	\$376,195.00	100.00%	\$121.30	\$1,091.70
97337.30-E20-07500.00-S	Roofing Systems - Subcontract	\$173,561.00	\$76,366.84	\$0.00	\$76,366.84	44.00%	\$0.00	\$0.00
97337.31-E10-06173.00-S	Ext Siding-Metal - Subcontract	\$2,390.00	\$2,390.00	\$0.00	\$2,390.00	100.00%	\$0.00	\$0.00
97337.31-E20-07500.00-S	Roofing Systems - Subcontract	\$194,555.87	\$175,610.70	\$18,945.17	\$194,555.87	100.00%	\$1,894.52	\$17,050.65
97337.32-E10-06173.00-S	Ext Siding-Metal - Subcontract	\$9,908.00	\$4,471.00	\$5,437.00	\$9,908.00	100.00%	\$543.70	\$4,893.30
97337.32-E20-07500.00-S	Roofing Systems - Subcontract	\$244,969.00	\$244,969.00	\$0.00	\$244,969.00	100.00%	\$0.00	\$0.00
97337.33-E20-07500.00-S	Roofing Systems - Subcontract	\$56,549.00	\$56,212.00	\$337.00	\$56,549.00	100.00%	\$33.70	\$303.30
97337.35-E10-06173.00-S	Ext Siding-Metal - Subcontract	\$4,579.00	\$4,579.00	\$0.00	\$4,579.00	100.00%	\$0.00	\$0.00
97337.35-E20-07500.00-S	Roofing Systems - Subcontract	\$213,327.00	\$212,612.00	\$715.00	\$213,327.00	100.00%	\$71.50	\$643.50
97337.34-E20-07500.00-S	Roofing Systems - Subcontract	\$568.00	\$568.00	\$0.00	\$568.00	100.00%	\$0.00	\$0.00
97337.35-E20-07500.00-S	Roofing Systems - Subcontract	\$250.00	\$250.00	\$0.00	\$250.00	100.00%	\$0.00	\$0.00
97337.36-E10-06173.00-S	Ext Siding-Metal - Subcontract	\$20,500.00	\$8,720.00	\$11,530.00	\$10,250.00	50.00%	\$153.00	\$1,377.00
97337.36-E20-07500.00-S	Roofing Systems - Subcontract	\$224,850.00	\$219,770.00	\$5,080.00	\$224,850.00	100.00%	\$508.00	\$4,572.00

97337.62-E20-07520.00-S	Roofing-Membrane - Subcontract	\$915.00	\$915.00	\$0.00	\$915.00	100.00%	\$0.00	\$0.00
97337.73-E20-07520.00-S	Roofing-Membrane - Subcontract	\$796.00	\$796.00	\$0.00	\$796.00	100.00%	\$0.00	\$0.00
<b>TOTAL</b>		\$2,880,323.10	\$2,695,817.77	\$77,061.17	\$2,772,878.94	96.27%	\$7,706.12	\$69,355.05
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	G/L Exp
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*Roofing and Sheet Metal*

*A State of Texas HUB*

*Historically Underutilized Business*

**NOTICE OF RETAINAGE**

July 28, 2008

CERTIFIED MAIL NO. 7007 1490 0002 3506 0068  
RETURN RECEIPT REQUESTED

Hill Country Galleria LP  
101 E Old Settlers Blvd #230  
Round Rock, TX 78664

Re: NOTICE OF CONTRACTUAL RETAINAGE  
Project: Dicks Sporting Goods @ Hill Country Galleria, 4005 S. FM 620, Bee Cave, TX 78738

Dear Sir or Madam:

A. D. WILLIS COMPANY, INC. is required by the Texas Property Code to notify you, the owner of a construction project, of our agreement with your general contractor that allows the general contractor to withhold "retainage".

A. D. WILLIS COMPANY, INC. has contracted with Opus West Construction Corporation, your general contractor, to furnish labor and material per the contract at the referenced project. Our agreement with Opus West Construction Corporation, states that 10% of each progress payment will be withheld from payment until all work is completed in accordance with the prime contract.

Please be aware that because of this retainage agreement, the sum of \$ 24,535.00 will be withheld from A. D. WILLIS COMPANY, INC. This retainage amount may increase if change orders or extra work are performed that increase the contract amount. Each month that we perform work on the project, additional retainage will accrue. You may be personally liable and your property subjected to a lien unless you withhold payment from Opus West Construction Corporation the payment of the retainage being withheld from A. D. WILLIS COMPANY, INC., unless the retainage is otherwise paid or settled.

We look forward to working on your project, and extend our best wishes for a successful project.

Sincerely,

A. D. WILLIS COMPANY, INC.

cc: CERTIFIED MAIL NO. 7007 1490 0002 3506 0051  
RETURN RECEIPT REQUESTED

Opus West Construction Corporation  
15455 North Dallas Pkwy #450  
Addison, TX 75001

4266 FELTER LANE  
AUSTIN, TEXAS 78744

Tel: 512-385-3993  
Fax: 512-385-3733

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only, No Insurance Coverage Provided)  
 For delivery information, visit [www.usps.com](http://www.usps.com)

Date: MAR 28 08 Time: 10:00 AM ZIP: 0000

Postage: \$ 0.00

Return Receipt Fee (Endorsement Required): 0.00

Restricted Delivery Fee (Endorsement Required): 0.00

Total Postage & Fees: \$ 0.00

Sent to: **Hill Country Galleria LP**  
 Street, Apt. No. 101 E. Old Settlers Blvd #230  
 or P.O. Box No. 101 E. Old Settlers Blvd  
 City, State, ZIP+4 Round Rock, TX 78664

PS Form 3811, August 2004 See Reverse for Instructions

8900 905E 2000 0647 2002

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only, No Insurance Coverage Provided)  
 For delivery information, visit [www.usps.com](http://www.usps.com)

Date: MAR 28 08 Time: 10:00 AM ZIP: 0000

Postage: \$ 0.00

Return Receipt Fee (Endorsement Required): 0.00

Restricted Delivery Fee (Endorsement Required): 0.00

Total Postage & Fees: \$ 0.00

Sent to: **Opus West Construction Corp**  
 Street, Apt. No. 15455 North Dallas Pkwy #450  
 or P.O. Box No. 15455 North Dallas Pkwy #450  
 City, State, ZIP+4 Addison, TX 75001

PS Form 3811, August 2004 See Reverse for Instructions

1500 905E 2000 0647 2002

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
 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.

2. Article Number  
 (Transfer from service label)  
 PS Form 3811, February 2004 Domestic Return Receipt

3. Service Type  
☐ Certified Mail  
☐ Registered  
☐ Insured Mail  
☐ Express Mail  
☐ Return Receipt for Merchandise  
☐ Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

5. Signature  
☒ Signature  
☐ Agent  
☐ Addressee

6. Received by (Printed Name)  
Hill Country Galleria LP

7. Date of Delivery  
3-30-08

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

9. Re: 08787

10. Article Number  
 (Transfer from service label)  
 PS Form 3811, February 2004 Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
 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.

2. Article Number  
 (Transfer from service label)  
 PS Form 3811, February 2004 Domestic Return Receipt

3. Service Type  
☐ Certified Mail  
☐ Registered  
☐ Insured Mail  
☐ Express Mail  
☐ Return Receipt for Merchandise  
☐ Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

5. Signature  
☒ Signature  
☐ Agent  
☐ Addressee

6. Received by (Printed Name)  
Opus West Construction Corp

7. Date of Delivery  
3-30-08

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

9. Re: 08787

10. Article Number  
 (Transfer from service label)  
 PS Form 3811, February 2004 Domestic Return Receipt



*Roofing and Sheet Metal*  
A State of Texas HUB  
Historically Underutilized Business

**INFORMAL NOTICE TO GENERAL CONTRACTOR**

October 7, 2008

**CERTIFIED MAIL 7008 0150 0002 7978 4965**

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

Re: 08787 - Dicks Sporting Goods  
Past Due Balance - Pay Application #15

Dear Heather Boswell,

We provided roofing services for the above referenced project. As of this date, October 1, 2008, there is an outstanding balance totaling \$9,225.00. The purpose of this letter is to confirm there are no outstanding issues that may be delaying payment.

Please contact me within 15 days to discuss the status. I will be happy to work with you to resolve this matter in any way.

Thank you for your prompt attention to this matter. I look forward to speaking with you soon.

Sincerely,

*Benedetta Ogle*  
Benedetta Ogle  
Vice President Administration

4266 FELTER LANE  
AUSTIN, TEXAS 78744

U.S. Postal Service  
**CERTIFIED MAIL - RECEIPT**  
(Domestic Mail Only - No Insurance Coverage Provided)  
Electronic Confirmation Available at [usps.com](http://usps.com)

7008 0150 0002 7978 4965

POSTAL MAIL PERMIT NO. 147 ADDISON, TX

Return Receipt Fee (Endorsement Required)  
Registered Delivery Fee (Endorsement Required)  
Total Postage & Fees \$

Sent to  
Opus West Construction  
15455 North Dallas Parkway #450  
Addison, TX 75001

PS Form 3800, August 2005

- 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.

**Opus West Construction**  
15455 North Dallas Parkway #450  
Addison, TX 75001

2. Article Number  
(Transfer from service label)

A. Signature ☐ Agent  
X  ☐ Addressee

620216

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

102585-02-M-1540 1

430

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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CORRESPONDENCE	
08787-15	\$9,225.00 9/25
10/1	Sent out general email. (P)
10/1	Left a message for Heather. Also asked about our retainerage billing. (CP)

**NOTICE OF FILED LIEN**

4/24/09

**Certified Mail, Return Receipt Requested**  
**Article No. 7007 0150 0002 07978 4194**

**TO: Hill Country Galleria LP**  
**101 E. Old Settlers Blvd #230**  
**Rolland Rock, TX 78644**

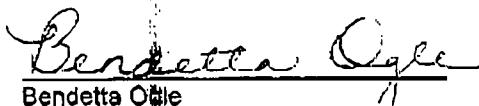
**Re: Notice of Filing of Lien Affidavit and Claim on Dicks Sporting Goods, 4005 S. FM 620,**  
**Bee Cave, TX 78738 (the "Project");**

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

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

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

Sincerely,

  
Bendetta Ogile  
Vice President  
A.D. Willis Company, Inc.

**Certified Mail, Return Receipt Requested**  
**Article No. 7008 0150 0002 7978 4200**

**Opus West Construction Company**  
**15455 N. Dallas Pkwy #450**  
**Addison, TX 75001**

U.S. Postal Service  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
(Domestic Mail Only. No Insurance Coverage Provided)  
For delivery information visit us at [www.usps.com](http://www.usps.com)

APR 24 2004  
Postage \$ 0.00  
Certified Mail Fee \$ 0.00  
Return Receipt Fee \$ 0.00  
Total Postage & Fees \$ 0.00

Postmark Here

Send To  
**Hill Country Galleria LP**  
101 E. Old Settlers Blvd #230  
Round Rock, TX 78644  
#08787

Return Receipt Fee (Domestic Mail Only)  
Return Receipt Fee (International Mail Only)  
Return Receipt Fee (Registered Mail Only)  
Return Receipt Fee (Certified Mail Only)  
Return Receipt Fee (Certified Mail Restricted Return Receipt Only)

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APR 24 2004  
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Total Postage & Fees \$ 0.00

Postmark Here

Send To  
**Opus West Construction Corporation**  
15455 North Dallas Pkwy #450  
Addison, TX 75001  
#08787

Return Receipt Fee (Domestic Mail Only)  
Return Receipt Fee (International Mail Only)  
Return Receipt Fee (Registered Mail Only)  
Return Receipt Fee (Certified Mail Only)  
Return Receipt Fee (Certified Mail Restricted Return Receipt Only)

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Total Postage & Fees \$ 0.00

Postmark Here

Send To  
**Hill Country Galleria LP**  
101 E. Old Settlers Blvd #230  
Round Rock, TX 78644  
#08787

Return Receipt Fee (Domestic Mail Only)  
Return Receipt Fee (International Mail Only)  
Return Receipt Fee (Registered Mail Only)  
Return Receipt Fee (Certified Mail Only)  
Return Receipt Fee (Certified Mail Restricted Return Receipt Only)

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Addison, TX 75001  
#08787

Return Receipt Fee (Domestic Mail Only)  
Return Receipt Fee (International Mail Only)  
Return Receipt Fee (Registered Mail Only)  
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Return Receipt Fee (Certified Mail Restricted Return Receipt Only)

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Return Receipt Fee \$ 0.00  
Total Postage & Fees \$ 0.00

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101 E. Old Settlers Blvd #230  
Round Rock, TX 78644  
#08787

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Return Receipt Fee (International Mail Only)  
Return Receipt Fee (Registered Mail Only)  
Return Receipt Fee (Certified Mail Only)  
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Return Receipt Fee \$ 0.00  
Total Postage & Fees \$ 0.00

Postmark Here

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Addison, TX 75001  
#08787

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Return Receipt Fee (International Mail Only)  
Return Receipt Fee (Registered Mail Only)  
Return Receipt Fee (Certified Mail Only)  
Return Receipt Fee (Certified Mail Restricted Return Receipt Only)

**LEIN AFFIDAVIT AND CLAIM**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

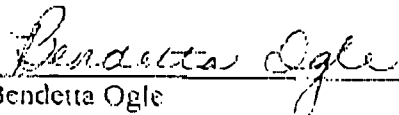
**COPY**

**ORIGINAL  
FILED FOR RECORD**

I, Bendetta Ogle the undersigned affiant, A.D. Willis Company Inc., "Claimant", having furnished material and/or performed labor to improve the real property herein described, make this Affidavit for the purpose of perfecting a lien on said real property and improvements, and on oath make the following statements:

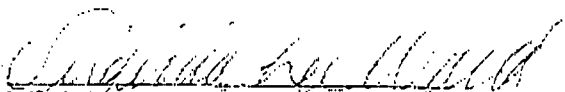
1. "My name is Bendetta Ogle, and I am the Vice President of Administration of A.D. Willis Company Inc., with offices at 4266 Felter Lane, Austin, TX 78744. I have personal knowledge of the facts contained in this affidavit, the facts are true and correct and I am competent and duly authorized to make, and do make this Affidavit on behalf of said company.
2. "The principal amount of the claim is \$6,402.68, and said amount is just and reasonable and has not been paid. Said claim constitutes the agreed upon price of the material furnished and/or labor performed and constitutes the reasonable value of the material furnished and/or labor performed described in paragraph 5. Claimant claims a statutory mechanic's and materialman's lien on the real property and improvements described below.
3. "The name of the owner or reputed owner/lease hold interest of the real property hereinafter described is Dick's Sporting Goods, whose last known mailing address is 4005 S. FM 620, Bee Cave, TX 78738, the original contractor on the job or that portion thereof for which the hereinafter described labor and/or material were furnished.
4. "The real property charged with the lien is described as follows:  
Dick's Sporting Goods  
4005 S. FM 620  
Bee Cave, TX 78738
5. "Claimant furnished material and/or performed labor consisting generally of roofing labor and materials for improvement of the above-described real property during October 2008 and December 2008. Additionally, the sum of \$6,402.68 has accrued as retainage from October 2008 to December 2008, which amount is also unpaid.

6. "Claimant furnished material and/or labor to Opus West Construction Company the original contractor.
7. "A copy of this Affidavit is being mailed by certified mail to Hill Country Galleria LP, and Opus West Construction Corporation, addressed to each party's last known address. A notice of claim was mailed by certified mail to Hill Country Galleria LP, and Opus West Construction Corporation on April 24, 2009.

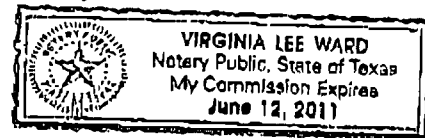
  
Bendetta Ogle

SUBSCRIBED AND SWORN TO before me by Bendetta Ogle this the 23rd, day of April 2009, to certify which witness my hand and seal of office.

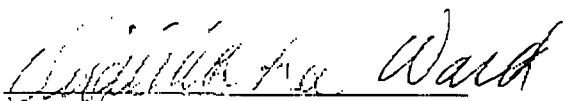
My Commission Expires: 6/12/2011

  
Virginia Lee Ward  
Notary Public, State of Texas

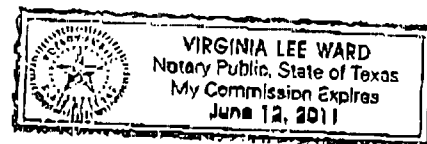
**THE STATE OF TEXAS  
COUNTY OF TRAVIS**



This instrument was acknowledged before me on this the 23rd, day of April 2009, by Bendetta Ogle, Vice President of Administration of A.D. Willis Company Inc., on behalf of said company.

  
Virginia Lee Ward  
Notary Public, State of Texas

Return to: A.D. Willis Company  
Accounts Receivable  
4266 Felter Lane  
Austin, TX 78744



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



2009 Apr 24 12:42 PM 20090666169

BARTHO \$20.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

**SECOND MONTH NOTICE TO ORIGINAL CONTRACTOR AND OWNER**

March 13, 2009

Hill Country Galleria LP  
101 E. Old Settlers Blvd #230  
Round Rock, TX 78664

Certified Mail, Return Receipt Requested  
Article No. 7008 0150 0002 7978 3319

Opus West Construction Corporation  
15455 North Dallas Pkwy #450  
Addison, TX 75001

Certified Mail, Return Receipt Requested  
Article No. 7008 0150 0002 7978 3326

Re: Notice of Unpaid Account on Construction Project described as Hill Country Galleria-Dicks Sporting Goods, 4005 S FM 620, Bee Cave, TX 78738(the "Project");

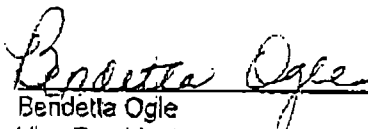
A.D. Willis Company, Inc. has furnished labor and/or materials to the above referenced Project under a contract with **Opus West Construction Corporation**. As of this date, there remains due and owing the amount of \$ 4,579.00 for such labor and/or materials furnished to your contractor. We want to emphasize that until all monies due us by **Opus West Construction Corporation** on the property listed above, are received, all warranties are null and void.

This claim has accrued under Section 53.053 of the TEXAS PROPERTY CODE and is past due under the terms of the contract referenced above. Demand is hereby made under Section 53.083 of the TEXAS PROPERTY CODE for payment of the amount set forth above.

If you do not promptly pay this claim, A.D. Willis Company Inc. will move to provide further notification to the owner and, if it becomes necessary, place a lien on the property where the Project is located. This notice is sent to conform to the requirements of 53.056 of the Texas Property Code and so that you may have an opportunity to have this unpaid account paid in full.

A.D. Willis Company  
4266 Felter Lane  
Austin, TX 78744

Sincerely,

  
Bendetta Ogle  
Vice President  
A.D. Willis Company, Inc.

92EE 8262 2000 05TD 8002

PS Form 3811, February 2004

### Domestic Return Recipient

DATE 0262 2000 0570 8002

**SECOND MONTH NOTICE TO ORIGINAL CONTRACTOR AND OWNER**

April 16, 2009

Certified Mail, Return Receipt Requested  
Article No. 7008 0150 0002 7978 4156

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

Re: Notice of Unpaid Account on Construction Project described as Hill Country Galleria  
Anchor 2A, 4005 FM 620 South, Bee Cave, TX 78738(the "Project");

A.D. Willis Company, Inc. has furnished labor and/or materials to the above referenced Project under a contract with **Opus West Construction Corporation**. As of this date, there remains due and owing the amount of **\$88,285.05** for such labor and/or materials furnished to your contractor. In support of this claim and for your information, we are sending you, the attached statements and billings sent to your subcontractor.

We want to emphasize that until all monies due us by White Construction Company on the above referenced project, are received, all warranties are null and void.

If this claim is not promptly paid, A.D. Willis Company Inc. will proceed to notify the owner of this claim, and if necessary, place a lien on the property. This notice is sent to comply with the requirements of 53.056 of the Texas Property Code and so that you may have an opportunity to see that this unpaid account is paid in full.

A.D. Willis Company

Sincerely,

*Bendetta Ogles*

Bendetta Ogles  
Vice President  
A.D. Willis Company, Inc.

7008 0150 0002 7978 4156

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
Postage and Fees (See Back of Envelope)	
DATE: APR 16 2009	POSTAGE: \$800.00
POSTAGE PAID: POSTALIA 75001	POSTAGE PAID: POSTALIA 75001
Return Receipt Fee (Endorsement Required)	
Registered Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$800.00

Opus West Construction Company  
15455 North Dallas Parkway #450  
Addison, TX 75001  
#09825

**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 Company  
15455 North Dallas Parkway #450  
Addison, TX 75001

Rc : 09828

**2. Article Number**

(Transfer from service label)

7008 0150 0002 7978 4156

PS Form 3811, February 2004

Domestic Return Receipt

102035-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

X

*W. Buchanan*

☐ Agent

☐ Addressee

**B. Received by (Printed Name)**

*W. Buchanan*

**C. Date of Delivery**

*7-12-70*

**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

**THIRD MONTH NOTICE TO ORIGINAL CONTRACTOR AND OWNER**

April 16, 2009

Hill Country Galleria LP  
101 E. Old Settlers Blvd #230  
Round Rock, TX 78664

Certified Mail, Return Receipt Requested  
Article No. 7008 0150 0002 7978 4125

Opus West Construction Company  
15455 North Dallas Parkway #450  
Addison, TX 75001

Certified Mail, Return Receipt Requested  
Article No. 7008 0150 0002 7978 4132

Re: Notice of Unpaid Account on Construction Project described as **Dicks Sporting Good HCG, 4005 S. FM 620, Bee Cave, TX 78738**(the "Project");

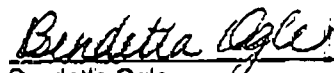
A.D. Willis Company, Inc. has furnished labor and/or materials to the above referenced Project under a contract with **Opus West Construction Company**. As of this date, there remains due and owing the amount of **\$6,402.68** for such labor and/or materials furnished to your contractor. In support of this claim and for your information, we are sending you, the attached statements and billings sent to your subcontractor.

We want to emphasize that until all monies due us by White Construction Company on the above referenced project, are received, all warranties are null and void.

This claim has accrued under Section 53.053 of the TEXAS PROPERTY CODE and is past due under the terms of the contract referenced above. Demand is hereby made under Section 53.083 of the TEXAS PROPERTY CODE for payment of the amount set forth above.

If you do not promptly pay this claim, A.D. Willis Company Inc. will move to provide further notification to the owner and, if it becomes necessary, place a lien on the property where the Project is located. This notice is sent to conform to the requirements of 53.056 of the Texas Property Code and so that you may have an opportunity to have this unpaid account paid in full.

Sincerely,



Bendetta Ogle  
Vice President  
A.D. Willis Company, Inc.

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only) (Insurance Coverage \$5000)  
For delivery information, visit [www.usps.com](http://www.usps.com)

Postage: \$0.00  
Certified Fee: \$3.00  
Return Receipt Fee (Optional): \$0.00  
Registered Mail Fee (Optional): \$0.00  
Total Postage & Fees: \$3.00

Postmark: APR 18 09  
Postage Paid: \$3.00  
Postnet: 750000

Postage Paid to: **Hill Country Galleria LP**  
Street, Apt. No.: 101 E. Old Settlers Blvd #230  
City, State, Zip: Round Rock TX 78664 #08787

52TH 8262 2000 0510 0002

**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:

Hill Country Galleria LP  
101 E. Old Settlers Blvd #230  
Round Rock, TX 78664

Re : 08787

2. Article Number  
(Transfer from service label)

7008 0150 0002 7978 412

PS Form 3811, February 2004

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *K. Mayer*

B. Received by (Printed Name)

K. Mayer

D. Is delivery address different from label?  
If YES, enter delivery address below

3. Service Type

- ☐ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only) (Insurance Coverage \$5000)  
For delivery information, visit [www.usps.com](http://www.usps.com)

Postage: \$0.00  
Certified Fee: \$3.00  
Return Receipt Fee (Optional): \$0.00  
Registered Mail Fee (Optional): \$0.00  
Total Postage & Fees: \$3.00

Postmark: APR 18 09  
Postage Paid: \$3.00  
Postnet: 750000

Postage Paid to: **Opus West Construction Company**  
Street, Apt. No.: 15455 North Dallas Parkway #450  
City, State, Zip: Addison, TX 75001 #08737

52TH 8262 2000 0510 0002

**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 Company  
15455 North Dallas Parkway #450  
Addison, TX 75001

Re : 08787

2. Article Number  
(Transfer from service label)

7008 0150 0002 7978 412

PS Form 3811, February 2004

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *K. Mayer*

B. Received by (Printed Name)

K. Mayer

D. Is delivery address different from label?  
If YES, enter delivery address below

3. Service Type

- ☐ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

A.D. WILLIS COMPANY, INC.  
4266 FELTER LANE  
AUSTIN, TEXAS 78744-3220

**INVOICE**

TO: OPUS WEST CONSTRUCTION CORPORATION  
15455 NORTH DALLAS PARKWAY #450  
ADDISON, TX 75001

PAY APPLICATION NO.: 01  
INVOICE DATE: 02/25/2009  
CONTRACT DATE: 01/21/2009  
CONTRACTOR JOB # 97337-40

ADW JOB # 09828

PROJECT: HCG - ANCHOR 2A  
PHONE: 972-480-9787  
FAX: 972-392-8838

	\$ AMOUNT
ORIGINAL CONTRACT SUM	\$ 115,600.00
CHANGE ORDERS	-
ADJUSTED CONTRACT AMOUNT	\$ 115,600.00
TOTAL COMPLETED TO DATE	\$ 98,094.50
LESS RETAINAGE	9,809.45
TOTAL LESS RETAINAGE	\$ 88,285.05
LESS PREVIOUS PAID / BILLED	-
TOTAL THIS INVOICE	\$ 88,285.05

DUE UPON RECEIPT  
REMIT TO: 4266 FELTER LANE  
AUSTIN, TX 78744-3220

CONTACT US AT:  
(512) 385-3993 Phone  
(512) 385-3733 Fax

THANK YOU FOR YOUR BUSINESS!

SCHEDULE OF VALUES  
CONTINUATION SHEET

APPLICATION NO: 01  
APPLICATION DATE: 02/25/2009  
PERIOD TO: 02/28/2009  
CONTRACTOR PROJ NO.: 97337-40  
AD Willis Project No. 09828

HCG - ANCHOR 2A

PROJECT NAME:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	COMPLETED/ STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	10% RETAINAGE
1	MOBILIZATION / SET-UP	\$ 3,500.00	\$	\$ 3,500.00	\$	\$ 3,500.00	100%	\$	\$ 350.00
2	ROOF SINGLE PLY AND INSULATION MATERIALS	\$ 51,770.00	\$	\$ 51,770.00	\$	\$ 51,770.00	100%	\$	\$ 5,177.00
3	ROOF SINGLE PLY AND INSULATION LABOR	\$ 41,710.00	\$	\$ 39,624.50	\$	\$ 39,624.50	95%	\$ 2,085.50	\$ 3,962.45
4	ROOF SHEET METAL MATERIALS	\$ 3,520.00	\$	\$	\$	\$	0%	\$ 3,520.00	\$
5	ROOF SHEET METAL LABOR	\$ 5,300.00	\$	\$	\$	\$	0%	\$ 5,300.00	\$
6	METAL SOFFIT / FASCIA MATERIALS CANOPY	\$ 2,250.00	\$	\$	\$	\$	0%	\$ 2,250.00	\$
7	METAL SOFFIT / FASCIA LABOR CANOPY	\$ 3,550.00	\$	\$	\$	\$	0%	\$ 3,550.00	\$
8	EQUIPMENT	\$ 4,000.00	\$	\$ 3,200.00	\$	\$ 3,200.00	80%	\$ 800.00	\$ 320.00
9		\$	\$	\$	\$	\$	0%	\$	\$
10		\$	\$	\$	\$	\$	0%	\$	\$
11		\$	\$	\$	\$	\$	0%	\$	\$
12		\$	\$	\$	\$	\$	0%	\$	\$
TOTALS		\$ 115,600.00	\$	\$ 98,094.50	\$	\$ 98,094.50	85%	\$ 17,505.50	\$ 9,809.45

SCHEDULE OF VALUES  
CONTINUATION SHEET

APPLICATION NO:

02

APPLICATION DATE:

03/25/2009

PERIOD TO:

03/31/2009

PROJECT NAME:

HCG - ANCHOR 2A

CONTRACTOR PROJ NO.:

97337-40

AD Willis Project No.

09828

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	COMPLETED/ STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	10% RETAINAGE
1	MOBILIZATION / SET-UP	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100%	\$ -	\$ 350.00
2	ROOF SINGLE PLY AND INSULATION MATERIALS	\$ 51,770.00	\$ 51,770.00	\$ -	\$ -	\$ 51,770.00	100%	\$ -	\$ 5,177.00
3	ROOF SINGLE PLY AND INSULATION LABOR	\$ 41,710.00	\$ 39,624.50	\$ 1,251.30	\$ -	\$ 40,875.80	98%	\$ 834.20	\$ 4,087.58
4	ROOF SHEET METAL MATERIALS	\$ 3,520.00	\$ -	\$ 3,520.00	\$ -	\$ 3,520.00	100%	\$ -	\$ 352.00
5	ROOF SHEET METAL LABOR	\$ 5,300.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,300.00	\$ -
6	METAL SOFFIT / FASCIA MATERIALS CANOPY	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00	100%	\$ -	\$ 225.00
7	METAL SOFFIT / FASCIA LABOR CANOPY	\$ 3,550.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,550.00	\$ -
8	EQUIPMENT	\$ 4,000.00	\$ 3,200.00	\$ 400.00	\$ -	\$ 3,600.00	90%	\$ 400.00	\$ 360.00
9	CO #1 - FURNISH AND INSTALL COPPER PENNY METALLIC FINISH IN LIEU OF KYNAR STANDARD COLOR AT CANOPY SOFFIT PANELS, FASCIA AND TRIM	\$ 688.00	\$ -	\$ 688.00	\$ -	\$ 688.00	100%	\$ -	\$ 68.80
10		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
TOTALS		\$ 116,288.00	\$ 98,094.50	\$ 8,109.30	\$ -	\$ 106,203.80	91%	\$ 10,084.20	\$ 10,620.38

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: OPUS WEST CONSTRUCTION CORPORATION PROJECT: HCG - ANCHOR 2A  
15455 NORTH DALLAS PARKWAY #450 4005 FM 620 SOUTH  
ADDISON, TX 75001 BEE CAVE, TX 78738

Application No: 01 Distribution to:  
☐ OWNER  
Period To: 02/28/2009 ☐ ARCHITECT  
☐ CONTRACTOR

FROM: A. D. Willis Company, Inc. ARCHITECT: OPUS ARCHITECTS & ENGINEERS, INC.  
4266 Felter Lane 10350 BREN ROAD WEST  
Austin, TX 78744-3220 MINNETONKA, MN 55343-0110

CONTRACTOR

PROJECT NUMBER: 97337-40

CONTRACT DATE: January 21, 2009

CONTRACT FOR: ROOFING

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: A. D. Willis Company, Inc.

1. ORIGINAL CONTRACT SUM \$ 115,600.00

2. Net change by Change Orders \$ -

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 115,600.00

4. TOTAL COMPLETED AND STORED TO DATE \$ 98,094.50  
(Column G on G703)

5. RETAINAGE:

a. 10% of Completed Work \$ 9,809.45  
(Column D + E on G703)

b. 10% of Stored Material \$ -  
(Column F on G703)

Total Retainage (Line 5a + 5b or

Total in Column I of G703) \$ 9,809.45

6. TOTAL EARNED LESS RETAINAGE \$ 88,285.05  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ -  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 88,285.05

9. BALANCE TO FINISH, PLUS RETAINAGE \$ 27,314.95  
(Line 3 less Line 6)

## CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Total approved this month		
TOTALS		
Net changes by Change Order		\$ -

By: Brenda Cagle Date: 2-24-09

State of: TEXAS

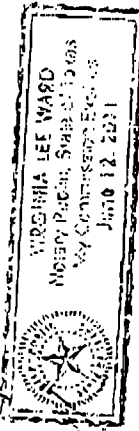
County of: TRAVIS

Subscribed and sworn to before

me this 24th day of February 2009

Notary Public: Virginia Lee Ward

My Commission expires: 12-12-2011



## 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 \$ 3

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and Continuation Sheet that are changed to conform to the amount certified.)

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.

# SUBCONTRACT APPLICATION FOR PAYMENT

Project Name : Hill Country Galleria Project Number : 97337  
 Subcontractor : A.D. Willis Co. Inc Date of Application 02/25/2009  
 Supplier # : 1048871 Application Number : 09828-01  
 Address : 4246 Felter Lane Period From : 1/31/09 - 2/28/09  
 Austin, TX 78744

Phone : 512-385-3223

Remittance Address : Opus West Construction Corporation

Attn : Accounts Payable

15455 N. Dallas Parkway

Addison, TX 75001

## CONTRACT INFORMATION

ITEM	SALES TAX(\$ (if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$115,600.00
OPUS APPROVED CHANGE ORDER THRU #		\$0.00
CONTRACT AMOUNT TO DATE TOTAL		\$115,600.00

## APPLICATION INFORMATION

A Total Completed & Stored to Date \$ 98,094.45  
 B Less Retainage 10 % \$ 9,809.45  
 C Total Earned Less Retainage (A - B) \$ 88,285.00  
 D Less Previous Billings (previous req's line C) \$ 00  
 E Current Payment Due (C - D) \$ 88,285.00  
 F Balance to Finish, Plus Retainage (H - A + B)  
 G Current Gross Amount Completed This Period \$ 98,094.45

SUBCONTRACTOR :

A.D. Willis Co. Inc

Supplier #: 1048871

BY :

*Beretta Reyes*

DATE :

2-24-09

## APPLICATION BREAKDOWN

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					1 + G	A/H		D - K
97337.40-E20-07500.00-S	Roofing Systems - Subcontract	\$109,800.00	\$0.00	\$98,094.50	\$98,094.50	89.34%	\$9,809.45	\$88,285.05
97337.40-E10-05460.00-S	Exterior Canopy - Subcontract	\$5,800.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
	<b>TOTAL</b>	<b>\$2,787,707.93</b>	<b>\$0.00</b>	<b>\$98,094.50</b>	<b>\$98,094.50</b>	<b>1.52%</b>	<b>\$9,809.45</b>	<b>\$88,285.05</b>
		H	I	G	A	J	K	E

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	Q/L Exp

A.D. WILLIS COMPANY, INC.  
4266 FELTER LANE  
AUSTIN, TEXAS 78744-3220

**INVOICE**

TO: OPUS WEST CONSTRUCTION CORPORATION  
15455 NORTH DALLAS PARKWAY #450  
ADDISON, TX 75001

PAY APPLICATION NO.: 02  
INVOICE DATE: 03/25/2009  
CONTRACT DATE: 01/21/2009  
CONTRACTOR JOB # 97337-40

ADW JOB # 09828

PROJECT: HCG - ANCHOR 2A  
PHONE: 972-480-9787  
FAX: 972-392-8838

	\$ AMOUNT
ORIGINAL CONTRACT SUM	\$ 115,600.00
CHANGE ORDERS	688.00
ADJUSTED CONTRACT AMOUNT	<u>\$ 116,288.00</u>
TOTAL COMPLETED TO DATE	\$ 106,203.80
LESS RETAINAGE	<u>10,620.38</u>
TOTAL LESS RETAINAGE	\$ 95,583.42
LESS PREVIOUS PAID / BILLED	<u>(88,285.05)</u>
TOTAL THIS INVOICE	<u><u>\$ 7,298.37</u></u>

DUE UPON RECEIPT  
REMIT TO: 4266 FELTER LANE  
AUSTIN, TX 78744-3220

THANK YOU FOR YOUR BUSINESS!

CONTACT US AT:  
(512) 385-3993 Phone  
(512) 385-3733 Fax

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: OPUS WEST CONSTRUCTION CORPORATION PROJECT: HCG-ANCHOR 2A  
 15455 NORTH DALLAS PARKWAY #450 4005 FM 620 SOUTH  
 ADDISON, TX 75001 BEE CAVE, TX 78738

FROM: A. D. Willis Company, Inc. ARCHITECT: OPUS ARCHITECTS & ENGINEERS, INC.  
 4266 Felter Lane 10350 BREN ROAD WEST  
 Austin, TX 78744-3220 MINNETONKA, MN 55343-0110

Application No: 02 Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR

Period To: 03/31/2009

CONTRACTOR  
 PROJECT NUMBER: 97337-40  
 CONTRACT DATE: January 21, 2009

CONTRACT FOR: ROOFING

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM..... \$ 115,600.00
2. Net change by Change Orders..... \$ 688.00
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 116,288.00
4. TOTAL COMPLETED AND STORED TO DATE..... \$ 106,203.80  
 (Column G on G703)
5. RETAINAGE:
  - a. 10% of Completed Work \$ 10,620.38  
 (Column D + E on G703)
  - b. 10% of Stored Material \$ -  
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 10,620.38
6. TOTAL EARNED LESS RETAINAGE..... \$ 95,583.42  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
 (Line 6 from prior Certificate)..... \$ (88,285.05)
8. CURRENT PAYMENT DUE..... \$ 7,298.37
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 20,704.58  
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Total approved this month		
TOTALS		
Net changes by Change Order	\$	688.00

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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: A. D. Willis Company, Inc.

By: [Signature] Date: 3/17/09

State of: TEXAS  
 County of: TRAVIS

Subscribed and sworn to before me this 17th day of March 2009

Notary Public in and for the State of Texas  
 My Commission Expires: 6-12-2011

## 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. Initial all figures on this Application and Continuation Sheet that are changed to conform to the amount certified.)

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.

# **SUBCONTRACT APPLICATION FOR PAYMENT**

Project Name : Hill Country Galleria Project Number : 07237  
 Subcontractor : A.D. Willis Co Inc Date of Application : 02/25/2009  
 Supplier # : 1048871 Application Number : 09828-01  
 Address : 4256 Palmer Lane Period From : 1/31/09 to 2/28/09  
Austin TX 78744  
 Phone : 512-855-3093

Remittance Address : Opus West Construction Corporation  
Attn : Accounts Payable  
15455 N. Dallas Parkway  
Addicks, TX 75001

## **CONTRACT INFORMATION**

ITEM	SALES TAX(\$)(if applicable)	TOTAL(\$)
ORIGINAL CONTRACT AMOUNT		\$115,600.00
OPUS APPROVED CHANGE ORDER THRU #		\$0.00
CONTRACT AMOUNT TO DATE TOTAL		\$115,600.00

## **APPLICATION INFORMATION**

A Total Completed & Stored to Date \$ 106,203.80  
 B Less Retainage 10 % \$ 10,620.38  
 C Total Earned Less Retainage (A - B) \$ 95,583.42  
 D Less Previous Billings (previous req's line C) \$  
 E Current Payment Due (C - D) \$ 95,583.42  
 F Balance to Finish, Plus Retainage (II - A + B) \$ 2,670,883.76  
 G Current Gross Amount Completed This Period \$ 9,109.36

SUBCONTRACTOR :

A.D. Willis Co Inc

Supplier # : (019821)

BY :

DATE :

3/17/09

## **APPLICATION BREAKDOWN**

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A/H		G - K
07137,40-E20-07500 01-R	Relating Systems - Subcontract	\$109,800.00	\$98,094.50	\$5,171.30	\$103,265.80	94.05%	\$517.12	\$4,854.17
07137,40-E10-05460 00-S	Exterior Canopy - Subcontract	\$6,488.00	\$0.00	\$2,938.00	\$2,938.00	45.28%	\$1469.20	\$2,644.20
	<b>TOTAL</b>	\$2,787,707.91	\$0.00	\$8,109.36	\$106,203.80	7.81%	\$810.93	\$7,298.37
		H	I	G	A	J	K	B

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv #	Date	Gr. Exp

A.D. WILLIS COMPANY, INC.  
4266 FELTER LANE  
AUSTIN, TEXAS 78744-3220

**INVOICE**

TO: OPUS WEST CONSTRUCTION CORPORATION  
15455 NORTH DALLAS PARKWAY #450  
ADDISON, TX 75001

PAY APPLICATION NO.: 03  
INVOICE DATE: 04/25/2009  
CONTRACT DATE: 01/21/2009  
CONTRACTOR JOB # 97337-40

ADW JOB # 09828

PROJECT: HCG ANCHOR 2A  
PHONE: 972-480-9787  
FAX: 972-382-8838

	\$ AMOUNT
ORIGINAL CONTRACT SUM	\$ 115,600.00
CHANGE ORDERS	688.00
ADJUSTED CONTRACT AMOUNT	<u>\$ 116,288.00</u>
TOTAL COMPLETED TO DATE	\$ 116,288.00
LESS RETAINAGE	<u>11,828.80</u>
TOTAL LESS RETAINAGE	\$ 104,659.20
LESS PREVIOUS PAID / BILLED	<u>(95,583.42)</u>
TOTAL THIS INVOICE	<u><u>\$ 9,075.78</u></u>

DUE UPON RECEIPT  
REMIT TO: 4266 FELTER LANE  
AUSTIN, TX 78744-3220

THANK YOU FOR YOUR BUSINESS!

CONTACT US AT:  
(512) 385-3993 Phone  
(512) 385-3733 Fax

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: OPUS WEST CONSTRUCTION CORPORATION PROJECT: HCG - ANCHOR 2A  
15455 NORTH DALLAS PARKWAY #450 4005 FM 620 SOUTH  
ADDISON, TX 75001 BEE CAVE, TX 78738

Application No: 03 Distribution to:  
☐ OWNER  
Period To: 04/30/2009 ☐ ARCHITECT  
☐ CONTRACTOR

FROM: A. D. Willis Company, Inc. ARCHITECT: OPUS ARCHITECTS & ENGINEERS, INC.  
4266 Felter Lane 10350 BREN ROAD WEST  
Austin, TX 78744-3220 MINNETONKA, MN 55343-0110

CONTRACTOR

PROJECT NUMBER: 97337-40  
CONTRACT DATE: January 21, 2009

## CONTRACT FOR: ROOFING

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$	115,600.00
2. Net change by Change Orders.....	\$	688.00
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$	116,288.00
4. TOTAL COMPLETED AND STORED TO DATE..... (Column G on G703)	\$	116,288.00

### 5. RETAINAGE:

a. 10% of Completed Work	\$	11,628.80
(Column D + E on G703)		
b. 10% of Stored Material	\$	
(Column F on G703)		
Total Retainage (Line 5a + 5b or Total in Column I of G703).....	\$	11,628.80

6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$	104,659.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	(95,583.42)
8. CURRENT PAYMENT DUE.....	\$	9,075.78
9. BALANCE TO FINISH, PLUS RETAINAGE..... (Line 3 less Line 6)	\$	11,628.80

### CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Total approved this month		
TOTALS		
Net changes by Change Order	\$	688.00

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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: A. D. Willis Company, Inc.

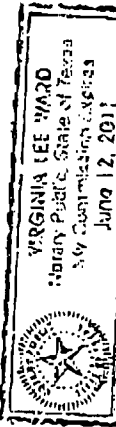
By: Bendetta Ogle Date: 4-16-09

State of: TEXAS

County of: TRAVIS

Subscribed and sworn to before  
me this 16th day of April 2009

Notary Public: [Signature]  
My Commission expires: June 12, 2011



## 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. Initial all figures on this Application and Continuation Sheet that are changed to conform to the amount certified.)

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.

# **SUBCONTRACT APPLICATION FOR PAYMENT**

Project Name : Hill Country Galleria Project Number : 02132  
 Subcontractor : A.D. Willis Co. Inc. Date of Application : 02/25/2009  
 Supplier # : 1048871 Application Number : 09828-01  
 Address : 4266 Feller Lane Period From : 1/31/09 - 2/28/09  
Addison, TX 75014  
 Phone : 512-355-7923  
 Remittance Address : Opus West Construction Corporation  
Attn : Accounts Payable  
15455 N. Dallas Parkway  
Addison, TX 75001

## **CONTRACT INFORMATION**

ITEM	SALES TAX(S) (If applicable)	TOTAL(S)
ORIGINAL CONTRACT AMOUNT		\$115,600.00
OPUS APPROVED CHANGE ORDER THRU #		\$0.00
CONTRACT AMOUNT TO DATE TOTAL		\$115,600.00

## **APPLICATION INFORMATION**

A Total Completed & Stored to Date \$ 115,600.00  
 B Less Retainage 10.0% \$ 11,560.00  
 C Total Earned Less Retainage (A - B) \$ 104,040.00  
 D Less Previous Billings (previous req's line C) \$ 99,960.00  
 E Current Payment Due (C - D) \$ 4,080.00  
 F Balance to Finish, Plus Retainage (H - A + B) \$ 0.00  
 G Current Gross Amount Completed This Period \$ 10,000.00

SUBCONTRACTOR : A.D. Willis Co. Inc. Supplier # : 1048871  
 BY : Benedetta Ogile  
 DATE : 4-16-09

## **APPLICATION BREAKDOWN**

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					F - G	WH		G - K
02132-40-020-07500-00-5	Rolling Systems - Subcontract	\$109,800.00	\$103,268.00	\$6,532.00	\$109,800.00	100.00%	\$653.02	\$1,530.78
02132-40-010-05450-00-5	Exterior Canopy - Subcontract	\$6,488.00	\$2,750.00	\$3,738.00	\$5,800.00	90.00%	\$354.00	\$3,175.00
	<b>TOTAL</b>	<b>\$2,787,797.00</b>	<b>\$105,915.80</b>	<b>\$10,000.00</b>	<b>\$115,600.00</b>	<b>100.00%</b>	<b>\$1,008.02</b>	<b>\$9,075.78</b>
		H	I	J	K	L	M	N

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	GL Item

SCHEDULE OF VALUES  
CONTINUATION SHEET

APPLICATION NO:

03

APPLICATION DATE:

04/25/2009

PERIOD TO:

04/30/2009

CONTRACTOR PROJ NO.:

97337-40

PROJECT NAME:

HCG - ANCHOR 2A

AD Willis Project No.

09828

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	COMPLETED/ STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	10% RETAINAGE
1	MOBILIZATION / SET-UP	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100%	\$ -	\$ 350.00
2	ROOF SINGLE PLY AND INSULATION MATERIALS	\$ 51,770.00	\$ 51,770.00	\$ -	\$ -	\$ 51,770.00	100%	\$ -	\$ 5,177.00
3	ROOF SINGLE PLY AND INSULATION LABOR	\$ 41,710.00	\$ 40,875.80	\$ 834.20	\$ -	\$ 41,710.00	100%	\$ -	\$ 4,171.00
4	ROOF SHEET METAL MATERIALS	\$ 3,520.00	\$ 3,520.00	\$ -	\$ -	\$ 3,520.00	100%	\$ -	\$ 352.00
5	ROOF SHEET METAL LABOR	\$ 5,300.00	\$ -	\$ 5,300.00	\$ -	\$ 5,300.00	100%	\$ -	\$ 530.00
6	METAL SOFFIT / FASCIA MATERIALS CANOPY	\$ 2,250.00	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	100%	\$ -	\$ 225.00
7	METAL SOFFIT / FASCIA LABOR CANOPY	\$ 3,550.00	\$ -	\$ 3,550.00	\$ -	\$ 3,550.00	100%	\$ -	\$ 355.00
8	EQUIPMENT	\$ 4,000.00	\$ 3,600.00	\$ 400.00	\$ -	\$ 4,000.00	100%	\$ -	\$ 400.00
9	CO #1 - FURNISH AND INSTALL COPPER PENNY METALLIC FINISH IN LIEU OF KYNAR STANDARD COLOR AT CANOPY SOFFIT PANELS, FASCIA AND TRIM	\$ 688.00	\$ 688.00	\$ -	\$ -	\$ 688.00	100%	\$ -	\$ 68.80
10		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	TOTALS	\$ 116,288.00	\$ 106,203.80	\$ 10,084.20	\$ -	\$ 116,288.00	100%	\$ -	\$ 11,628.80

A.D. WILLIS COMPANY, INC.  
4266 FELTER LANE  
AUSTIN, TEXAS 78744-3220

**INVOICE**

TO: OPUS WEST CONSTRUCTION CORPORATION  
15455 NORTH DALLAS PARKWAY #450  
ADDISON, TX 75001

PAY APPLICATION NO.: 04RT  
INVOICE DATE: 04/25/2009  
CONTRACT DATE: 01/21/2009  
CONTRACTOR JOB #: 97337-40

ADW JOB # 09828

PROJECT: HCG - ANCHOR 2A  
PHONE: 972-480-9787  
FAX: 972-392-8838

	\$ AMOUNT
ORIGINAL CONTRACT SUM	\$ 115,600.00
CHANGE ORDERS	688.00
ADJUSTED CONTRACT AMOUNT	<u>\$ 116,288.00</u>
 TOTAL COMPLETED TO DATE LESS RETAINAGE	 \$ 116,288.00 <u>                    </u>
 TOTAL LESS RETAINAGE LESS PREVIOUS PAID / BILLED	 \$ 116,288.00 <u>(104,659.20)</u>
 TOTAL THIS INVOICE	 <u>\$ 11,628.80</u>

DUE UPON RECEIPT  
REMIT TO: 4266 FELTER LANE  
AUSTIN, TX 78744-3220

THANK YOU FOR YOUR BUSINESS!

CONTACT US AT:  
(512) 385-3993 Phone  
(512) 385-3733 Fax

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO: OPUS WEST CONSTRUCTION CORPORATION PROJECT: HCG - ANCHOR 2A  
 15455 NORTH DALLAS PARKWAY #450 4005 FM 620 SOUTH  
 ADDISON, TX 75001 BEE CAVE, TX 78738

Application No: 04RT Distribution to:  
☐ OWNER  
 Period To: 04/30/2009 ☐ ARCHITECT  
☐ CONTRACTOR

FROM: A. D. Willis Company, Inc. ARCHITECT: OPUS ARCHITECTS & ENGINEERS, INC.  
 4266 Felter Lane 10350 BREN ROAD WEST  
 Austin, TX 78744-3220 MINNETONKA, MN 55343-0110

CONTRACTOR: A. D. Willis Company, Inc.  
 PROJECT NUMBER: 97337-40  
 CONTRACT DATE: January 21, 2009

CONTRACT FOR: ROOFING

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM..... \$ 115,600.00
2. Net change by Change Orders..... \$ 688.00
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 116,288.00
4. TOTAL COMPLETED AND STORED TO DATE..... \$ 116,288.00  
 (Column G on G703)

### 5. RETAINAGE:

- a. 0% of Completed Work \$ -  
 (Column D + E on G703)
  - b. 0% of Stored Material \$ -  
 (Column F on G703)
- Total Retainage (Line 5a + 5b or Total in Column I of G703)..... \$ -

6. TOTAL EARNED LESS RETAINAGE..... \$ 116,288.00  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ (104,659.20)  
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE..... \$ 11,628.80
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ -  
 (Line 3 less Line 6)

### CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Total approved this month		
TOTALS		
Net changes by Change Order	\$	688.00

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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

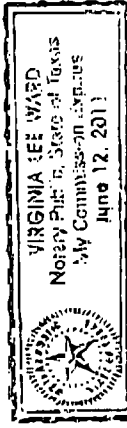
CONTRACTOR: A. D. Willis Company, Inc.

By: [Signature] Date: 4-20-09

State of: TEXAS

County of: TRAVIS

Subscribed and sworn to before me this 20th day of April 2009



Notary Public [Signature]  
 My Commission expires: 6-12-2011

## 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. Initial all figures on this Application and Continuation Sheet that are changed to conform to the amount certified.)

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.

# **SUBCONTRACT APPLICATION FOR PAYMENT**

Project Name : Hill Country Galleria Project Number : 97337  
 Subcontractor : A.D. Willis Co. Inc Date of Application 02/25/2009  
 Supplier #: 1048871 Application Number : 09828-01  
 Address : 4266 Feller Lane Period From : 1/31/09 - 2/28/09  
Austin, TX 78754  
 Phone : 512-385-5993

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

## **CONTRACT INFORMATION**

ITEM	SALES TAX(S) (If Applicable)	TOTAL(S)
ORIGINAL CONTRACT AMOUNT		\$115,600.00
OPUS APPROVED CHANGE ORDER THRU #		\$0.00
CONTRACT AMOUNT TO DATE TOTAL		\$115,600.00

## **APPLICATION INFORMATION**

A Total Completed & Stored to Date \$ 115,288.00  
 B Less Retainage 10.0% \$ 0.00  
 C Total Earned Less Retainage (A - B) \$ 115,288.00  
 D Less Previous Billings (previous req's line C) \$103,650.00  
 E Current Payment Due (C - D) \$ 11,638.00  
 F Balance to Finish, Plus Retainage (H - A + B) \$ 0.00  
 G Current Gross Amount Completed This Period \$ 0.00

SUBCONTRACTOR : A.D. Willis Co. Inc Supplier #: 1048871  
 BY : [Signature]  
 DATE : 4-20-09

## **APPLICATION BREAKDOWN**

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

Account Code	Description	Current Contract Amount	From Previous Application	This Period	Total Work Complete	Percent Complete	Retainage This Application	Net Payment
					I + G	A/H		B - K
0711 40-020-07500.00.S	Flooring Systems - Subcontract	\$109,800.00	\$0.00	\$0.00	\$109,800.00	100.00%	\$0.00	\$0.00
0717 40-020-05400.00.S	Exterior Canopy - Subcontract	\$6,500.00	\$0.00	\$0.00	\$6,500.00	100.00%	\$0.00	\$0.00
	<b>TOTAL</b>	<b>\$116,300.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$116,300.00</b>	<b>4.17%</b>	<b>\$0.00</b>	<b>\$0.00</b>
		<b>H</b>	<b>I</b>	<b>G</b>	<b>A</b>	<b>J</b>	<b>K</b>	<b>E</b>

SHADED AREA FOR OPUS ACCOUNTING USE ONLY

Vendor ID	Vendor Inv. #	Date	Gr. Exp.

SCHEDULE OF VALUES  
CONTINUATION SHEET

APPLICATION NO:

04RT

APPLICATION DATE:

04/25/2009

PERIOD TO:

04/30/2009

CONTRACTOR PROJ NO.:

97337-40

HCG - ANCHOR 2A

PROJECT NAME:

AD-Willis Project No.

09828

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	COMPLETED/ STORED TO DATE	PERCENT COMPLETE	BALANCE TO FINISH	0% RETAINAGE
1	MOBILIZATION / SET-UP	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	100%	\$ -	\$ -
2	ROOF SINGLE PLY AND INSULATION MATERIALS	\$ 51,770.00	\$ 51,770.00	\$ -	\$ -	\$ 51,770.00	100%	\$ -	\$ -
3	ROOF SINGLE PLY AND INSULATION LABOR	\$ 41,710.00	\$ 41,710.00	\$ -	\$ -	\$ 41,710.00	100%	\$ -	\$ -
4	ROOF SHEET METAL MATERIALS	\$ 3,520.00	\$ 3,520.00	\$ -	\$ -	\$ 3,520.00	100%	\$ -	\$ -
5	ROOF SHEET METAL LABOR	\$ 5,300.00	\$ 5,300.00	\$ -	\$ -	\$ 5,300.00	100%	\$ -	\$ -
6	METAL SOFFIT / FASCIA MATERIALS CANOPY	\$ 2,250.00	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	100%	\$ -	\$ -
7	METAL SOFFIT / FASCIA LABOR CANOPY	\$ 3,550.00	\$ 3,550.00	\$ -	\$ -	\$ 3,550.00	100%	\$ -	\$ -
8	EQUIPMENT	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	100%	\$ -	\$ -
9	CO #1 - FURNISH AND INSTALL COPPER PENNY METALLIC FINISH IN LIEU OF KYMAR STANDARD COLOR AT CANOPY SOFFIT PANELS, FASCIA AND TRIM	\$ 688.00	\$ 688.00	\$ -	\$ -	\$ 688.00	100%	\$ -	\$ -
10		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
11		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
12		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
	TOTALS	\$ 116,288.00	\$ 116,288.00	\$ -	\$ -	\$ 116,288.00	100%	\$ -	\$ -

## CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: HILL COUNTRY GALLERIAJob No.: 97337

On receipt by the undersigned of a check from  
OPUS WEST CONSTRUCTION  
(Maker of Check)  
 in the sum of 11,628.80  
(Amount of Check)  
 payable to A.D. Willis Company Inc.  
(Payee or Payee's 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 HUB- Anchor 2A  
(Owner)

located at Hill Country Galleria Bee Cave TX  
(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 OPUS WEST through 4-25-09  
(Person with whom undersigned contracted) (Date)

only, and does not cover any retentions, pending modifications and changes or items furnished after that date. Before any recipient 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.

4-20-09  
(Date)

A.D. Willis Company  
(Company Name)

[Signature]  
(Signature)

VP Administration  
(Title)

**NOTICE OF FILED LIEN**

4/24/09

**Certified Mail, Return Receipt Requested  
Article No. 7008 0150 0002 7978 4217**

**TO: Hill Country Galleria LP  
101 E. Old Settlers Blvd #230  
Round Rock, TX 78644**

**Re: Notice of Filing of Lien Affidavit and Claim on Anchor 2A Hill Country Galleria, Bee  
Cave, TX 78738(the "Project");**

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

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

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

Sincerely,

  
Bendetta Ogle  
Vice President  
A.D. Willis Company, Inc.

**Certified Mail, Return Receipt Requested  
Article No. 7008 0150 0002 7978 4224**

**Opus West Construction Company  
15458 N. Dallas Pkwy #450  
Addison, TX 75001**

**LEIN AFFIDAVIT AND CLAIM**

**STATE OF TEXAS  
COUNTY OF TRAVIS**

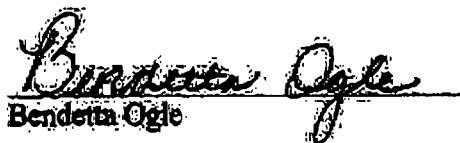
**10 COPY**

**ORIGINAL  
FILED FOR RECORD**

I, Bendetta Ogle the undersigned affiant, A.D. Willis Company Inc., "Claimant", having furnished material and/or performed labor to improve the real property herein described, make this Affidavit for the purpose of perfecting a lien on said real property and improvements, and on oath make the following statements:

1. "My name is Bendetta Ogle, and I am the Vice President of Administration of A.D. Willis Company Inc., with offices at 4266 Felter Lane, Austin, TX 78744. I have personal knowledge of the facts contained in this affidavit, the facts are true and correct and I am competent and duly authorized to make, and do make this Affidavit on behalf of said company.
2. "The principal amount of the claim is \$116,288.00, and said amount is just and reasonable and has not been paid. Said claim constitutes the agreed upon price of the material furnished and/or labor performed and constitutes the reasonable value of the material furnished and/or labor performed described in paragraph 5. Claimant claims a statutory mechanic's and materialman's lien on the real property and improvements described below.
3. "The name of the owner or reputed owner/lease hold interest of the real property hereinafter described is Hill Country Galleria Anchor 2A, whose last known mailing address is 4005 S. FM 620, Bee Cave, TX 78738, the original contractor on the job or that portion thereof for which the hereinafter described labor and/or material were furnished.
4. "The real property charged with the lien is described as follows:  
Hill Country Galleria Anchor 2A  
4005 S. FM 620  
Bee Cave, TX 78738
5. "Claimant furnished material and/or performed labor consisting generally of roofing labor and materials for improvement of the above-described real property during February 2009 and April 2009. Additionally, the sum of \$11,628.80 has accrued as retainage from February 2009 to April 2009, which amount is also unpaid.

6. "Claimant furnished material and/or labor to Opus West Construction Company the original contractor.
7. "A copy of this Affidavit is being mailed by certified mail to Hill Country Galleria LP, and Opus West Construction Corporation, addressed to each party's last known address. A notice of claim was mailed by certified mail to Hill Country Galleria LP, and Opus West Construction Corporation on April 24, 2009.

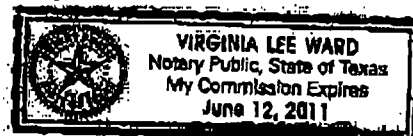
  
Bendetta Ogle

SUBSCRIBED AND SWORN TO before me by Bendetta Ogle this the 23rd, day of April 2009, to certify which witness my hand and seal of office.

My Commission Expires: 6/12/2011

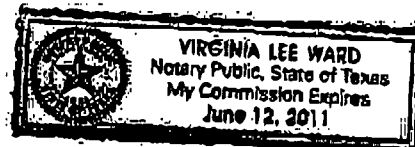
  
Virginia Lee Ward  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF TRAVIS



This instrument was acknowledged before me on this the 23rd, day of April 2009, by Bendetta Ogle, Vice President of Administration of A.D. Willis Company Inc., on behalf of said company.

  
Virginia Lee Ward  
Notary Public, State of Texas



Return to: A.D. Willis Company  
Accounts Receivable  
4266 Felter Lane  
Austin, TX 78744

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS




2009 Apr 24 12:42 PM 2009066170


BARTHOLO \$20.00

DANA DEBEAUVOIR COUNTY CLERK  
TRAVIS COUNTY TEXAS

7008 0150 0002 7978 4224

U.S. Postal Service CERTIFIED MAIL RECEIPT	
Domestic Mail Only. For business and government use only.	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent to: <b>Opus West Construction Corporation</b>	
Street, Apt. No.: <b>15455 North Dallas Pkwy #450</b>	
City, State, ZIP+4: <b>Addison, TX 75001 #09828</b>	

7008 0150 0002 7978 4217

U.S. Postal Service CERTIFIED MAIL RECEIPT	
Domestic Mail Only. For business and government use only.	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent to: <b>Hill Country Galleria LP</b>	
Street, Apt. No.: <b>101 E. Old Settlers Blvd #230</b>	
City, State, ZIP+4: <b>Round Rock, TX 78684 #09828</b>	

**SECOND MONTH NOTICE TO ORIGINAL CONTRACTOR AND OWNER**

April 16, 2009

**Certified Mail, Return Receipt Requested**  
**Article No. 7008 0150 0002 7978 4156**

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

**Re: Notice of Unpaid Account on Construction Project described as Hill Country Galleria**  
**Anchor 2A, 4005 FM 520 South, Bee Cave, TX 78738(the "Project");**

A.D. Willis Company, Inc. has furnished labor and/or materials to the above referenced Project under a contract with Opus West Construction Corporation. As of this date, there remains due and owing the amount of \$88,285.05 for such labor and/or materials furnished to your contractor. In support of this claim and for your information, we are sending you, the attached statements and billings sent to your subcontractor.

We want to emphasize that until all monies due us by White Construction Company on the above referenced project, are received, all warranties are null and void.

If this claim is not promptly paid, A.D. Willis Company Inc. will proceed to notify the owner of this claim, and if necessary, place a lien on the property. This notice is sent to comply with the requirements of 53.056 of the Texas Property Code and so that you may have an opportunity to see that this unpaid account is paid in full.

A.D. Willis Company

Sincerely,

*Bendetta Ogle*

Bendetta Ogle  
Vice President  
A.D. Willis Company, Inc.

7008 0150 0002 7978 4156

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Delivery of this item requires a signature. Receipt required.)	
For delivery instructions, visit <a href="http://usps.com">usps.com</a>	
NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES	
Return Receipt Fee (Endorsement Required)	
Postage & Fees (Endorsement Required)	
Total Postage & Fees	\$
Postmark	
Sent to	
Opus West Construction Company	
Street Apt. No.	
or PO Box No. 15455 North Dallas Parkway #450	
City, State, ZIP+4	
Addison, TX 75001	
PS Form 3800, January 2006	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete parts 1, 2, and 3. Do not complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return this card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front in space provided.</p>		<p>A. Signature <i>W. Buchanan</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article addressed to:</p> <p>Opus West Construction Company 15465 North Dallas Parkway #450 Addicks, TX 75001</p>		<p>B. Restricted? (Printed Name) <i>Le Buchanan</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>Re: 09628</p>		<p>C. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>3. Service Type:</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>7008 0150 0002 7978 4156</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-16-1940



*Roofing and Sheet Metal*

*A State of Texas HUB*

*Historically Underserved Business*

**NOTICE OF RETAINAGE**

**March 11, 2009**

**CERTIFIED MAIL NO. 7008 0150 0002 7978 3678  
RETURN RECEIPT REQUESTED**

**Hill Country Galleria LP  
101 E. Old Settlers Blvd #230  
Round Rock, TX 78664-2159**

**Re: NOTICE OF CONTRACTUAL RETAINAGE  
Project: Hill Country Galleria Anchor 2A, 4005 FM 620 South, Bee Cave, TX 78738**

**Dear Sir or Madam:**

A. D. WILLIS COMPANY, INC. is required by the Texas Property Code to notify you, the owner of a construction project, of our agreement with your general contractor that allows the general contractor to withhold "retainage".

A. D. WILLIS COMPANY, INC. has contracted with Opus West Construction Corporation your general contractor, to furnish labor and material per the contract at the referenced project. Our agreement with Opus West Construction Corporation, states that 10% of each progress payment will be withheld from payment until all work is completed in accordance with the prime contract.

Please be aware that because of this retainage agreement, the sum of \$11,560.00 will be withheld from A. D. WILLIS COMPANY, INC. This retainage amount may increase if change orders or extra work are performed that increase the contract amount. Each month that we perform work on the project, additional retainage will accrue. You may be personally liable and your property subjected to a lien unless you withhold payment from Opus West Construction Corporation the payment of the retainage being withheld from A. D. WILLIS COMPANY, INC., unless the retainage is otherwise paid or settled.

**We look forward to working on your project, and extend our best wishes for a successful project.**

**Sincerely,**

*Brenda Ogle*  
**A. D. WILLIS COMPANY, INC.**

**cc: CERTIFIED MAIL NO. 7008 0150 0002 7978 3685  
RETURN RECEIPT REQUESTED**

**Opus West Construction Corporation  
15455 North Dallas Pkwy, #450  
Addison, TX 75001**

**4266 FELTER LANE  
AUSTIN, TEXAS 78744**



**Tel: 512-385-3993  
Fax: 512-385-3733**

U.S. Postal Service  
CERTIFIED MAIL RECEIPT

OFFICIAL USE

POSTAGE & FEE \$

RECEIVED BY  
Hill Country Galleria LP  
101 B. Old Settlers Blvd #230  
Round Rock, TX 7664-2159 #09828

7008 0150 0002 7978 3458

U.S. Postal Service  
CERTIFIED MAIL RECEIPT

OFFICIAL USE

POSTAGE & FEE \$

RECEIVED BY  
Hill Country Galleria LP  
101 B. Old Settlers Blvd #230  
Round Rock, TX 7664-2159 #09828

7008 0150 0002 7978 3458

U.S. Postal Service  
CERTIFIED MAIL RECEIPT

OFFICIAL USE

POSTAGE & FEE \$

RECEIVED BY  
Opus West Construction Corporation  
15455 North Dallas Pkwy #450  
Addicks, TX 75001 #09828

7008 0150 0002 7978 3458

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

Opus West Construction Corporation  
15455 North Dallas Pkwy #450  
Addicks, TX 75001

7008 0150 0002 7978 3458

Bankruptcy Court Clerk  
1100 Commerce Street  
Room 1254  
Dallas, Texas 75242

RE: Cause No.: 34356; Debtor: Opus West Corporation Debtor;

Jointly Administered with:

Cause No. 09-34373-11; Opus West Partners, Inc., Debtor

To the Honorable Bankruptcy Court Clerk:

Enclosed please find the Proof of Claim for A.D. Willis Co., Inc. to be filed in the above-referenced matter, along with a copy to be file stamped and returned to us in the enclosed self addressed, stamped envelope.

I must note that under Section 4. "Secured Claim" the box checked as to Real Estate applies because the subject matter of this claim is that of a subcontractor as it applies to improvements on the real property of the owner. The owner of the project in question has also filed bankruptcy and it is filed in the United States Bankruptcy Court for the Western District of Texas under Hill Country Galleria, L.P., Cause No. 09-11175-cag. Therefore, this claim has been filed in that Bankruptcy Court as well.

Thank you for your consideration of this matter.

Sincerely,

A.D. WILLIS CO., INC.

  
Bendetta Ogle