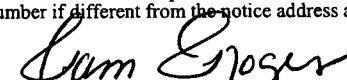


UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	Case Number: <div style="font-size: 24pt; text-align: center;">09-34356</div>	
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. All other requests for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <div style="font-size: 18pt;"> Texton, INC 114 S. Kirby Garland, TX 75042 </div>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <small>(If known)</small> Filed on:	
Name and address where notices should be sent: <i>ATTN: Pam Rogers</i> <div style="font-size: 18pt;"> 114 S. Kirby Garland, TX 75042 </div> Telephone number: <i>972-494-5941 x137</i> Email Address: <i>progers@texton.com</i>	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above): Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>40,760.00</u> <small>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.</small> <small>If all or part of your claim is entitled to priority, complete item 5.</small> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. <small>Specify the priority of the claim.</small> <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: <div style="text-align: center;">\$</div>	
2. Basis for Claim: <u>Goods sold & services performed -</u> <small>(See instruction #2 on reverse side.)</small> <u>CUSTOM MINI BLINDS & INSTALLATION</u>		
3. Last four digits of any number by which creditor identifies debtor: <u>8956</u> 3a. Debtor may have scheduled account as: _____ <small>(See instruction §3a on reverse side.)</small>		
4. Secured Claim (See instruction #4 on reverse side.) <small>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</small> Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Value of Property: \$ _____ Annual Interest Rate % _____ Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>40,760.00</u> Basis for perfection: <u>40,760.00</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 or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <small>(See instruction 7 and definition of "redacted" on reverse side.)</small> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <div style="font-size: 24pt;">7-31-09</div>	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="font-size: 24pt; text-align: center;">  </div>	FOR COURT USE ONLY

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

RECEIVED
 AUG 11 2009
 BMC GROUP



INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

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

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

Court, Name of Debtor, and Case Number:

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

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

4. Secured Claim:

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

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

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

6. Credits:

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

7. Documents:

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

Date and Signature:

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

DEFINITIONS

Debtor

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

Creditor

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

Claim

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

Proof of Claim

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

Secured Claim Under 11 U.S.C. §506(a)

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

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

Unsecured Claim

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

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

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

Redacted

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

Evidence of Perfection

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

INFORMATION

Acknowledgment of Filing of Claim

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

Offers to Purchase a Claim

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

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OCT 27 2008

Opus West-Dallas

Two Addison Circle Spec Office / 10593.00
G10-12200 /Window Treatments
Texton Commercial / Lynn Sheppard
Contact Phone # 972.494.5941
Contact Fax # 972.276.5104
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 15th day of October, 2008, by and between **OPUS West Construction Corporation** ("Contractor"), with its office located at 15455 N. Dallas Parkway - Suite 450, Addison, TX 75001, and **Texton Commercial** ("Subcontractor") with its office located at 114 S. Kirby, Garland, TX 75042.

Contractor and Subcontractor agree as follows:

1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Two Addison Circle Spec Office ("Project"), located at 15725 North Dallas Parkway, Addison, TX 75001 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is Opus West Corporation ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:
 Architect of Record: Opus Architects & Engineers, Inc.
 Civil Engineer: Pacheco Koch Consulting Engineers
 Geotechnical Engineer: Reed Engineering Group Inc
 Structural Engineer 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 Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 11/07/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 40,160.00 ("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 *[Signature]*
Brian Dotolo

CONTRACTOR
Opus West Construction Corporation

By: *[Signature]*
Paul Lembke
(Print Name)
Vice President of Construction, Texas
(Title)
10.28.08
(Date)

SUBCONTRACTOR
Texton Commercial

By: *[Signature]*
WILLIAM E WILLIAMS
(Print Name)
CEO
(Title)
10/23/2008
(Date)

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Texton Commercial dated 10/15/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

Work Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section Window Treatments work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

Drawings and Specifications

Description	Number	Last Revision
Complete Project Spec Book		07/17/2008
Cover Sheet	CS	04/25/2008
Title Sheet & Code Data	T1.1	04/25/2008
Utility Details	C4.3	06/10/2008
Cover Sheet	C0.1	06/10/2008
Final Plat	C0.2	06/10/2008
Dimensional Control Plan	C1.1	06/10/2008
Grading Plan	C2.1	06/10/2008
Drainage Plan	C3.1	06/10/2008
Storm Drainage Plan	C3.2	06/10/2008
Water & Sanitary Sewer Plan	C4.1	06/10/2008
Utility Profiles	C4.2	06/10/2008
Utility Details	C4.4	06/10/2008
Utility Details	C4.5	06/10/2008
Paving Plan	C5.1	06/10/2008
Paving Details	C5.2	06/10/2008
Erosion Control Plan	C6.1	06/10/2008
Erosion Control Details	C6.2	06/10/2008
Cover Sheet - Garage	CS	02/26/2008
Layout and Materials Plan	L1.01	12/17/2007
Layout & Materials Plan Enlargement	L1.02	12/17/2007
Grading Plan	L2.01	12/17/2007
Planting Plan	L3.01	12/17/2007
Irrigation Plan	L4.01	12/17/2007
Details	L5.01	12/17/2007
Details	L5.02	12/17/2007
Details	L5.03	12/17/2007
Details	L5.04	12/17/2007
Site Plan	A1.1	04/25/2008
Site Plan	A1.2	04/25/2008
Site Details	A1.3	04/25/2008

Enlarged Finish Floor Plans	A10.1	04/25/2008
Enlarged Finish Floor Plan	A10.2	04/25/2008
Level One & Two Floor Plans	A2.1	04/25/2008
Enlarged Floor Plans	A2.10	04/25/2008
Level 03-06 Floor Plans	A2.2	04/25/2008
Penthouse Level Floor Plan & Roof Plan	A2.3	04/25/2008
Enlarged Floor Plans	A2.4	04/25/2008
Enlarged Floor Plans	A2.5	04/25/2008
Enlarged Floor Plans	A2.6	04/25/2008
Enlarged Floor Plans	A2.7	04/25/2008
Enlarged Floor Plan	A2.8	04/25/2008
Enlarged Floor Plans	A2.9	04/25/2008
Exterior Elevations	A3.1	04/25/2008
Exterior Elevations	A3.2	04/25/2008
Enlarged Exterior Elevations	A3.3	04/25/2008
Enlarged Exterior Elevations	A3.4	04/25/2008
Wall Sections	A4.1	04/25/2008
Wall Sections	A4.2	04/25/2008
Stair & Elevator Sections & Details	A4.3	04/25/2008
Section Details	A5.1	04/25/2008
Section Details	A5.2	04/25/2008
Section Details	A5.3	04/25/2008
Section Details	A5.4	04/25/2008
Stair & Elevator Section Detail	A5.5	04/25/2008
Partition Schedule & Details	A6.1	04/25/2008
Door & Hardware Schedules	A6.2	04/25/2008
Interior Elevations	A7.1	04/25/2008
Interior Elevations	A7.2	04/25/2008
Level One & Two Reflected Ceiling Plans	A9.1	04/25/2008
Level 03-06 Reflected Ceiling Plans	A9.2	04/25/2008
Enlarged Reflected Ceiling Plan	A9.3	04/25/2008
Enlarged Reflected Ceiling Plan	A9.4	04/25/2008
Reflected Ceiling Plans	A9.5	04/25/2008
Fire Resistive Assemblies/Schedule	AC.1	04/25/2008
Fire Resistive Assemblies/Schedule	AC.2	04/25/2008
Fire Resistive Assemblies, Energy Envelope Compliance	AC.3	04/25/2008
Level One & Two Exit Plans	AC.4	04/25/2008
Levels 03-06 Exit Plans	AC.5	04/25/2008
Life Safety Plan - Garage	A0.1	02/26/2008
Architectural Site Plan & Site Details - Garage	A1.1	02/26/2008
Level P1 Ground Floor Parking Plan	A2.1	03/24/2008

Level P1 Ground Floor Parking Plan	A2.1	02/26/2008
Level P2 Parking Plan - Garage	A2.2	03/24/2008
Level P2 Parking Plan - Garage	A2.2	02/26/2008
Level P3 Parking Plan - Garage	A2.3	02/26/2008
Level P4 Parking Plan - Garage	A2.4	03/24/2008
Level P4 Parking Plan - Garage	A2.4	02/26/2008
Roof Plan & Enlarged Plans - Garage	A2.5	02/26/2008
Enlarged Plans - Garage	A2.6	03/24/2008
Enlarged Plans - Garage	A2.6	02/26/2008
Exterior Elevations - Garage	A3.1	03/24/2008
Enlarged Exterior Elevations	A3.2	03/25/2008
Building Sections - Garage	A4.1	03/24/2008
Wall Sections - Garage	A4.2	03/24/2008
Wall Sections - Garage	A4.3	03/24/2008
Stair and Elevator Sections - Garage	A4.4	03/24/2008
Plan Details - Garage	A5.1	02/26/2008
Construction Details - Garage	A5.2	02/26/2008
Door, Frame & Partition Schedules & Details - Garage	A6.1	03/24/2008
Fire Resistive Assemblies - Garage	AC.1	02/26/2008
Title & Code Summary Sheet - Garage	T1.1	02/26/2008
Title Sheet	S1	06/12/2008
Statement of Special Inspections	S1.1	06/12/2008
Sections & Details	S10	06/12/2008
Sections & Details	S11	06/12/2008
Spandrel Panel Elevations	S12	06/12/2008
Canopy Sections & Details	S13	06/12/2008
Level 1 Foundation Plan	S2	06/12/2008
Level 1 Recess Slab Plan	S2.1	06/12/2008
Level 2 Framing Plan	S3	06/12/2008
Canopy & Covered Walkway Framing Plan	S3.1	06/12/2008
Levels 3 Thru 5 Framing Plan	S4	06/12/2008
Levels 4 & 5 Framing Plan	S4.1	06/12/2008
Level 6 Framing Plan	S5	06/12/2008
Roof Framing Plan	S6	06/12/2008
Brace Frames	S7	06/12/2008
Sections & Details	S8	06/12/2008
Sections & Details	S9	06/12/2008
Title Sheet - Garage	S1	03/24/2008
Statement of Special Inspections - Garage	S1.1	03/24/2008
Level P1 Foundation Plan - Garage	S2	03/24/2008
Level P2 Framing Plan - Garage	S3	03/24/2008

Level 3 Framing Plan - Garage Plan	S4	03/24/2008
Level P4 Framing Plan - Garage	S5	03/24/2008
Sections and Details - Garage	S6	03/24/2008
Sections & Details - Garage	S7	03/24/2008
Sections and Details - Garage	S8	03/24/2008
Sections and Details - Garage	S9	03/24/2008
1st Floor Mechanical Plan	M1.01	06/11/2008
2nd Floor Mechanical Plan	M1.02	06/11/2008
3rd Floor Mechanical Plan	M1.03	06/11/2008
4,5,6th Floor Mechanical Plan	M1.04	06/11/2008
Roof and Penthouse Mechanical Plan	M1.05	06/11/2008
Mechanical Riser/Details	M3.01	06/11/2008
Mechanical Hydronic Flow Diagrams	M3.02	04/22/2007
Mechanical Hydronic Details	M3.03	04/22/2008
Mechanical Solutions	M3.04	04/22/2008
Mechanical Riser/ Detail	M3.05	06/11/2008
Roof/Penthouse Mechanical Plan	MS-1	06/11/2008
1st Floor Garage Mechanical Plan	GM2.01	01/21/2008
Level P1 Underfloor Plumbing Plan	GP1.00	01/21/2008
Level P1 Plumbing Plan	GP1.01	01/21/2008
Level P2 Plumbing Plan	GP1.02	01/21/2008
Level P3 Plumbing Plan	GP1.03	01/21/2008
Level P4 Plumbing Plan	GP1.04	01/21/2008
Storm Drain Plumbing Riser	GP1.05	01/21/2008
Underfloor Plumbing Plan	P1.00	02/15/2008
First Floor Plumbing Plan	P1.01	02/15/2008
2nd Floor Plumbing Plan	P1.02	02/15/2008
3rd-5th Floor Plumbing Plan	P1.03	02/15/2008
6th Floor Plumbing Plan	P1.04	02/15/2008
Penthouse Floor Plumbing Plan	P1.05	02/15/2008
Roof Plumbing Plan	P1.06	02/15/2008
Plumbing Riser Diagrams	P1.07	02/15/2008
Plumbing Riser Diagrams	P1.08	02/15/2008
Site Electrical Plan	E1.0	02/15/2008
First Floor Lighting Plan	E2.0	02/15/2008
First Floor Power Plan	E2.1	02/15/2008
Second Floor Lighting Plan	E3.0	02/15/2008
Second Floor Power Plan	E3.1	02/15/2008
Third-Fifth Floor Lighting Plan	E4.0	02/15/2008
Third-Fifth Floor Power Plan	E4.1	02/15/2008
Sixth Floor Lighting Plan	E5.0	02/15/2008

Sixth Floor Power Plan	E5.1	02/15/2008
Penthouse Roof Electrical Plan	E6.0	02/15/2008
One-Line Electrical Plan	E7.0	02/15/2008
Panels Electrical Plan	E7.1	02/15/2008
Panels Electrical Plan	E7.2	02/15/2008
Panels Electrical Plan	E7.3	02/15/2008
Details Electrical Plan	E7.5	02/15/2008
Site Electrical Plan	GE1.0	01/22/2008
Garage Site Drawing	GE1.1	01/22/2008
P1 Garage Electrical Plan	GE2.0	01/22/2008
P2 Garage Electrical Plan - Garage	GE2.1	03/30/2008
P2 Garage Electrical Plan	GE2.1	01/22/2008
P3 Garage Electrical Plan - Garage	GE2.2	03/30/2008
P3 Garage Electrical Plan	GE2.2	01/22/2008
P4 Garage Electrical Plan	GE2.3	01/22/2008
Panels and Online Plans	GE3.0	01/22/2008

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
CD of Project Drawings dated 09/23/08	09/23/2008
General Condition of Sub-contract	06/01/2005
Supplemental General Conditions of Subcontract (June 2005 - Modified for Texas March 9,2006)	03/09/2006
Special Conditions of Subcontract	06/01/2005
Exhibit A - Lien Waivers (Pages I-IV)	06/01/2005
Exhibit B - Sample Subcontractor Application for Payment (Pages I-II)	06/01/2005
Exhibit C - Certificate of Insurance Sample	06/01/2005
Subcontract Pre-Award Meeting Minutes	10/13/2008

Other Documents

N/A

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

Modifications and Clarifications

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

- 1 Provide lien releases from all second and third tier subcontractors/suppliers.
- 2 Furnish and install 1" Bali blinds.
- 3 Color to be brushed aluminum.
- 4 Taxes.

This Subcontract excludes the following:

- 1 Blinds installed for perimeter windows of the rotunda.
- 2 Blinds installed at the first and second floor exterior lobby glass.

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

Description	Planned Start	Planned End	Planned Duration
Field Measurements	11/03/2008	11/03/2008	1 calendar day
Delivery and start installation	11/24/2008	12/05/2008	12 calendar days

Schedule Notes

Installation of blinds consists of one floor per day.

3. Subcontract Sum Breakdown. The breakdown of the Subcontract Sum is as follows

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10593.01	Two Addison Circle Spec Office	Window Blinds	\$40,160.00
Total			\$ 40,160.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Window Blinds - Subcontract	10593.01-G10-12200.00-S	\$40,160.00
Total		\$40,160.00

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 building construction and will include, without limitation, all material, labor, equipment, compensation, general conditions, benefits, overhead, clean-up, supervision, profit, parking, shop drawings, small tools and all sales, use and other applicable taxes. Unit prices do not include design. Unit prices will also apply to net quantity changes in the Work made pursuant to the Subcontract Documents.

The following unit prices shall be in effect until :

Unit Price List

N/A

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.

Alternates

N/A

The alternate prices shall be in effect until :

Alternates Notes

END OF RIDER A

RIDER B

This Rider B is attached to and made a part of the Subcontract between **OPUS West Construction Corporation** and **Texton Commercial** dated 10/15/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

Section 1. Licensing.

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

Section 2. Change Orders.

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

Section 3. Pay When and If Paid.

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

Section 4. Title to Work.

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

Section 5. Indemnification.

(a) Subject to Subsections (b) and (c) below, Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect/Engineer, and their respective officers, directors, partners, members, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, demands, obligations, actions, causes of action, damages, costs, losses, liabilities and expenses (including, without limitation, attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), arising from or in any way connected with Subcontractor's performance or non-performance of this Subcontract (all of the foregoing being referred to as "Claims"). Any such defense of an indemnitee will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indemnitee. Subject to Subsections (b) and (c) below, Subcontractor's obligations to defend and indemnify (i) include (without limitation) all Claims, whether occurring before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Parties"); (ii) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any Subcontractor Party under workers' or 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 bonds required by Contractor under this Subcontract will fully comply with all requirements of Section 53.201 et. seq. of the Texas Property Code.

Section 8. Limitations.

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

END OF RIDER B

RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Texton Commercial dated 10/15/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

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

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

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

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

- (c) Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under separate policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.
- (d) The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and the Owner (and others as specifically required by the Subcontract Documents) as "additional insureds". Such insurance afforded to the Contractor and the Owner as "additional insureds" under the Subcontractor's policies will be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the Contractor or the Owner. The "additional insured" endorsement to Subcontractor's Commercial General Liability policy will be on ISO Form 20 10 07 04 and 20 37 07 04 or their equivalent and will include coverage for ongoing and completed operations.
- (e) All insurance policies required under Paragraph 1 or the Subcontract Documents will (i) be issued by insurance companies that have an A.M. Best rating of A- VII or better and (ii) contain a provision that coverage afforded thereunder shall not be cancelled or restrictive modifications added, without thirty (30) days prior written notice by certified mail to the Contractor. If Subcontractor fails to purchase and maintain the insurance coverage required herein, Contractor may, but shall not be obligated to, obtain such insurance and either charge all costs for such insurance to the Subcontractor or offset the costs of such insurance against amounts due Subcontractor under the Subcontract.
- (f) Certificates of Insurance will be filed with the Contractor prior to the start of the Subcontractor's Work on the Project Site. Such Certificates of Insurance will be in a form and substance acceptable to the Contractor and will provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including Contractor's, Owner's and any other required parties status as "additional insureds".
- (g) Contractor may exclude Subcontractor from the Project Site and withhold payments to Subcontractor until a properly executed certificate of insurance evidencing the insurance required herein is received by Contractor.
- (h) It is understood and agreed that the insurance coverages and limits required by this Subcontract shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Subcontract documents or under law.

2 Contractor's Builder's Risk Insurance.

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

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

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

- 2.2 Any insured loss is to be adjusted by Owner and Contractor and made payable to Contractor, as trustee, or to Owner and Contractor, as joint trustees for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage or loss payable clause.
- 2.3 Subcontractor hereby releases and agrees to defend and indemnify Contractor and Owner from all claims for loss or damage to or loss of use of Subcontractor's property in or about the Project Site and shall purchase such insurance in respect thereto as Subcontractor deems appropriate. Subcontractor shall require a similar release and indemnity by Sub-subcontractors.

END OF RIDER C

BP



OPUS West Construction Corporation
SUBCONTRACT CHANGE ORDER

Window Treatments
CON-10593.00-30
G10-12200

Change Order Date: 02/06/2009

Change Order #: 2

To Subcontract Agreement dated: 10/15/2008

TO: Texton Inc
114 S. Kirby
Garland, TX 75042

PROJECT: Two Addison Circle Spec Office
15725 North Dallas Parkway
Addison, TX 75001

CHANGE DETAILS

Item	Description	Amount
1	Office - Relocate brackets for blinds to front of frames (away from the glass)	\$600.00
		<u>\$600.00</u>

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10593.01-G10-12200.00-S	\$40,160.00	\$600.00	\$40,760.00
10593.01-M30-01998.00-S	\$0.00	\$0.00	\$0.00
	<u>\$40,160.00</u>	<u>\$600.00</u>	<u>\$40,760.00</u>

Original Contract Amount.....	\$40,160.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$600.00
Contract Amount to Date.....	\$40,760.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Texton Inc

Sam Rogers
Sam Rogers

Printed Name

Date

2/17/09

OPUS West Construction Corporation

Brian Dotolo

Printed Name

Date

2/20/09

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



Opus West Construction Corporation
SUBCONTRACT CHANGE ORDER

RECEIVED

NOV 20 2008

Window Treatments

Opus CON-10593.00-30

G10-12200

Change Order Date: 11/10/2008

Change Order #: 1

To Subcontract Agreement dated: 10/15/2008

TO: Texton Commercial
114 S. Kirby
Garland, TX 75042

PROJECT: Two Addison Circle Spec Office
15725 North Dallas Parkway
Addison, TX 75001

CHANGE DETAILS

Item Description

1

Amount

\$0.00

\$0.00

SCHEDULE

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

CONTRACT SUMMARY

Cost Code	Previous Amount	This Change Order	Current Contract Amount
10593.01-G10-12200.00-S	\$40,160.00	\$0.00	\$40,160.00
10593.01-M30-01998.00-S	\$0.00	\$0.00	\$0.00
	<u>\$40,160.00</u>	<u>\$0.00</u>	<u>\$40,160.00</u>

Original Contract Amount.....	\$40,160.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$0.00
Contract Amount to Date.....	\$40,160.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Texton Commercial

[Signature]

Printed Name

Pam Rogers

Date

11/18/08

Opus West Construction Corporation

[Signature]

Paul Lembke

Printed Name

Date

11/24/08

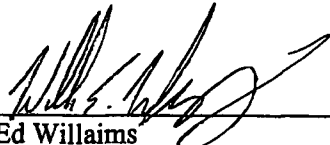
Reference this change order number on all Application for Payment documents.

**MECHANIC'S LIEN AFFIDAVIT****STATE OF TEXAS****COUNTY OF DALLAS****FILE
AS IS**

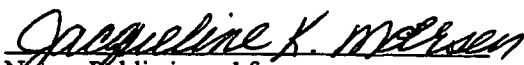
BEFORE ME, the undersigned notary public in and for the State of Texas, personally appeared Ed Williams who being by me duly sworn upon his oath says:

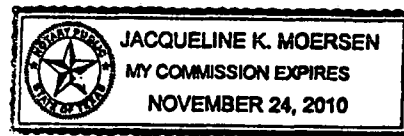
1. "My name is Ed Williams. I am the Chief Executive Officer of Texton, Inc., hereinafter called "Claimant," and am fully competent and qualified to make this affidavit, and I have personal knowledge of the facts stated herein, all of which are true and correct."
2. "Opus West, L.P. is the owner or reputed owner of the land herein described and the improvements thereon. The last known address of Opus West, L.P. is 15455 North Dallas Parkway, Suite 450, Addison, Texas 75001."
3. "Opus West Construction Corporation is the original contractor on the project or that portion thereof for which the hereinafter described equipment, labor and materials were furnished. Pursuant to a sub-contractor agreement between Opus West Construction Corporation and Texton, Inc., certain labor and materials were furnished to the property described herein. The last known address of Opus West Construction Corporation is 15455 North Dallas Parkway, Suite 450, Addison, Texas 75001."
4. "The labor and materials were furnished for the improvements and real property located in Dallas County, Texas, which real property is described as follows: Two Addison Circle, 15725 North Dallas Parkway, Addison, Texas 75001."
5. "The Claimant's address is 114 South Kirby Street, Garland, Texas 75042."
6. "The principal amount of the claim is \$40,760.00 and said amount is just, true and correct for amounts due as of April 30, 2009, after allowing all just and lawful offsets and credits which are known to the affiant. The labor and materials are described as follows: commercial and residential widow coverings and treatments."
7. "The labor and materials for which payment is requested were completed in April of 2009."
8. "Notice of claim was sent to the owner on May 7, 2009, via certified mail, return receipt requested."

9. "The purpose of this affidavit is to claim a mechanic's and materialmen's lien on the above described property and improvements."


Ed Willaims
CEO, Texton, Inc.

SUBSCRIBED and SWORN to before me, the undersigned notary public on this the 5 day of May, 2009 to which witness my hand and seal of office.


Notary Public in and for
the State of Texas




RETURN TO:

Ron G. MacFarlane, Jr.
Dealey, Zimmermann, Clark
Malouf & MacFarlane, P.C.
3131 Turtle Creek Blvd., Suite 1201
Dallas, Texas 75219

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS


John F. Warren, County Clerk
Dallas County TEXAS

May 11, 2009 11:01:30 AM

FEE: \$20.00

200900132730