

UNITED STATES BANKRUPTCY COURT Northern District of Texas PROOF OF CLAIM

Name of Debtor: OPUS WEST CONSTRUCTION Case Number: 09-34360-11

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): FLOOR COVERING INSTALLERS, INC. Name and address where notices should be sent: FLOOR COVERING INSTALLERS, INC. 8424 CARBIDE COURT SUITE B SACRAMENTO, CA 95828 Telephone number: (916) 423-3045

FILED BS AUG 04 2009 LAWANA C. MARSHALL, CLERK U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS

Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known)

Name and address where payment should be sent (if different from above): SAME AS ABOVE Telephone number:

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 18,771.00 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

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.

2. Basis for Claim: FLOORING INSTALL (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 5081 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: 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: \$ Amount Unsecured: \$

RECEIVED AUG 12 2009 BMC GROUP

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

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:

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

Date: 07/13/2009 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Nick M. Ures Jr President

FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$100,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.





Rocklin Corporate Plaza TIs - ORC Worldwide & Spec Suite / 11357.00
 See Subcontract Sum Breakdown /0968000 & 0965000 (Carpet & VCT)
 Floor Covering Installers Inc / Nick Ures
 Contact Phone: 916.423.3045 / Contact Fax: 916.423.4428
 Payment Terms: Standard
 Retainage: 10%


SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 02nd day of February, 2009, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 180 Promenade Circle, Suite 115, Sacramento, CA 95834, and Floor Covering Installers Inc ("Subcontractor") with its office located at 8424 Carbide Court, Suite B, Sacramento, CA 95828.

Contractor and Subcontractor agree as follows:

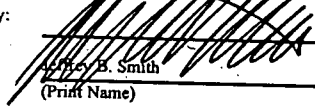
1. **Subcontract Documents.** The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A."
2. **Project.** Contractor is providing construction-related materials and services, as applicable, to Owner (defined below) in connection with the project generally described as Rocklin Corporate Plaza TIs - ORC Worldwide & Spec Suite ("Project"), located at 6020 West Oaks Blvd. Suites 285 & 295, Rocklin, CA 95765 ("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 ORE California VII Rocklin, L.P. ("Owner").
4. **Architect/Engineer.** The Architect(s)/Engineer(s) of record for the Project are:
 Architect: LPA of Sacramento, 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 04/15/2009. 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 \$ 18,771.00 ("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 
 Steve Vannatta

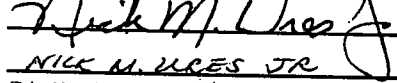
CONTRACTOR

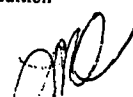
Opus West Construction Corporation

By: 
 Greg B. Smith
 (Print Name)
 Vice President of Construction
 (Title)
 2-25-09
 (Date)

SUBCONTRACTOR

Floor Covering Installers Inc

By: 
 NICK M. URES JR
 (Print Name)
 PRESIDENT
 (Title)
 2/17/09
 (Date)



RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Floor Covering Installers Inc dated 02/02/2009. 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 0968000 & 0965000 (Carpet & VCT) work ("Work") for the Project, including but not limited to, strict compliance with the following documents (the "Subcontract Documents"):

| Description | Number | Date |
|---|--------|------------|
| This Subcontract Agreement | | 02/02/2009 |
| Project Drawings | | |
| General Information Area of Work | A0.01 | 01/12/2009 |
| First Floor Exiting Plan Second Floor Exiting Plan | A0.02 | 01/12/2009 |
| Floor Plan | A2.10 | 01/12/2009 |
| Finish Floor Plan | A2.41 | 01/12/2009 |
| Reflected Ceiling Plan | A6.10 | 01/12/2009 |
| Wall Details | A9.10 | 01/12/2009 |
| Ceiling Details | A9.20 | 01/12/2009 |
| Interior Details | A9.30 | 01/12/2009 |
| Door Details Window Details | A9.40 | 01/12/2009 |
| Schedules, Notes, Legends, Index, and Details | M1.1 | 01/21/2009 |
| Partial Second Floor Mechanical Plan | M2.1 | 01/21/2009 |
| Schedules, Notes, Legends, Index, and Details | P1.1 | 01/21/2009 |
| Partial Second Floor Plumbing Plan | P2.1 | 01/21/2009 |
| Symbol, Light Fixture Schedule and Details | E-1 | 01/23/2009 |
| Floor Plan-Lighting/Power & Signal | E-2 | 01/23/2009 |
| Electrical Title 24/Lighting Control Diagram | E-3 | 01/23/2009 |
| Rocklin Corporate Plaza 2nd Floor - Fire Sprinkler Plan | FPI | 01/20/2009 |

Other Documents

| | |
|--|------------|
| Tenant Improvement Building Standards, Rocklin Corporate Center, Bldgs. A & B, dated 12/22/08. | 12/22/2008 |
| Opus West Management Corporation Contractor Rules and Regulations, Rocklin Corporate Center, Building A, dated 2/19/08. | 2/19/2008 |
| Opus Group - Supplemental General Conditions of Subcontract, Division 1 - West, June 2005 Edition | 6/1/2005 |
| Opus Group - Special conditions of Subcontract, Division 1 - West, June 2005 Edition, Rocklin Corporate Plaza, Bldg. A - ORC Worldwide & Spec Suite TI's, revised 1/13/09. | 1/13/2009 |
| Opus Group - General Conditions of Subcontract, Division 1 - West, February 2008 Edition | 2/1/2008 |

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 all layout necessary for this work.
2. Coordinate material deliveries and onsite storage with the Contractor's Field Superintendent.
3. Clean up: all subcontractors shall be responsible for their own clean up on a daily basis.
4. Include all labor, materials, equipment and construction methods necessary to meet the construction schedule duration and time frames. Weekend work will be performed, at no cost to Contractor, due to weather delay, that does not allow this Subcontractor to meet a forty (40) hour work week minimum.
5. Subcontractor is required to keep apprised of the progress of the work and to perform their work in order to maintain Contractor's project schedule.
6. Subcontractor shall provide all loading, unloading, scaffolding and hoisting necessary for your portion of the work.
7. Subcontractor is to coordinate their scope of work with all other trades on the jobsite.
8. Subcontractor to provide carpet, Forbo Marmoleum, and rubber base in ORC Worldwide & Spec Suite Tenant Improvements per plans.
9. Subcontractor to provide Invision 908 Paris carpet in Tenant Corridor on second floor per plans.

The Work of this Subcontract excludes the following:

1. Bond.
2. General Building Permit.
3. Major Floor Preparation and Demolition.
4. Temporary Lighting and Power.

RIDER B

This Rider B is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Floor Covering Installers Inc dated 02/02/2009. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or the General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

Section 1. Licensing.

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

Section 2. Change Orders.

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

Section 3. Title to Work.

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

Section 4. Indemnification

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

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

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

Section 5. Waiver.

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

Section 6. SWPPP.

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

Section 7. California License Law.

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

- 5. No waxing, protection or cleaning.
- 6. Backing materials.

Labor Rates:

Subcontractor hourly rates for additions or deletions to the base scope of work, including all burden and mark-ups are as follows. Rates to remain in effect for duration of project:

Regular: \$68.00/hr.

Overtime: \$88.00/hr.

2. Schedule.

Schedule Clarifications

1. In accordance with mutually agreed requirements as described in periodic project schedules and Superintendent's two and three week schedules.

2. In accordance with ORC Worldwide & Spec Suite Tenant Improvements dated 1/13/09

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 |
|------------------------------|-------------------|--|--------------------|
| 11357.01 | ORC Worldwide TI | ORC World Wide Tenant Improvement - Carpet | \$4,089.00 |
| 11357.02 | Spec Suite 295 TI | Spec Suite 295 Tenant Improvement - Carpet | \$9,981.00 |
| 11357.03 | Corridor | Corridor - Carpet | \$2,076.00 |
| 11357.01 | ORC Worldwide TI | ORC World Wide Tenant Improvement - Resilient Flooring | \$761.00 |
| 11357.02 | Spec Suite 295 TI | Spec Suite 295 Tenant Improvement - Resilient Flooring | \$1,864.00 |
| Total Subcontract Sum | | | \$18,771.00 |

Subcontract Summary

| Name | Account Code | Amount |
|----------------------------------|-------------------------|--------------------|
| Resilient Flooring - Subcontract | 11357.01-F10-09650.00-S | \$761.00 |
| Carpet - Subcontract | 11357.01-F10-09680.00-S | \$4,089.00 |
| Resilient Flooring - Subcontract | 11357.02-F10-09650.00-S | \$1,864.00 |
| Carpet - Subcontract | 11357.02-F10-09680.00-S | \$9,981.00 |
| Carpet - Subcontract | 11357.03-F10-09680.00-S | \$2,076.00 |
| Total Subcontract Sum | | \$18,771.00 |

END OF RIDER A

Rocklin Corporate Plaza TIs - ORC Worldwide & Spec Suite / 11357.00
0968000 & 0965000 (Carpet & VCT)

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

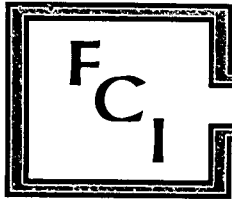
Contractor's California License No.

509591

Subcontractor's California License No.

252416

END OF RIDER B



FLOOR COVERING INSTALLERS, INC.

EST. 1968

INVOICE

| | |
|----------|-----------|
| DATE | INVOICE # |
| 4/6/2009 | 13950 |

| |
|--|
| BILL TO |
| Opus West Construction Corp 180 Promenade Circle, Suite 115 Sacramento, CA 95834 |

| |
|---|
| JOB NAME |
| ORC Spec Suites 6020 West Oaks Blvd. Suite 285 and Suite 295 Job# 11357.00 |

| | | |
|------------------------|--------------|-------------------|
| PROJECT | TERMS | JOB Number |
| 3-006 - ORC Spec Suite | Net 20 | |

| QUANTITY | DESCRIPTION | RATE | AMOUNT |
|----------|--|-----------|-----------|
| | Contract Amount \$18,771.00 Change Orders \$-0- Revised Contract \$18,771.00 Total Completed \$18,771.00 Retention -\$1,877.10 Previous Billing -\$-0- Currant Payment Due \$16,893.90 | 16,893.90 | 16,893.90 |

| | | |
|--|--------------|--------------------|
| CONTRACTORS LIC # 252416 A 1.5% PER MONTH SERVICE CHARGE WILL BE ADDED TO ALL PAST DUE INVOICES. 18% PER YEAR. | Total | \$16,893.90 |
|--|--------------|--------------------|

