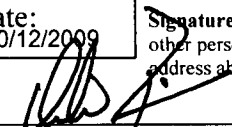


UNITED STATES BANKRUPTCY COURT Northern District - Dallas Division		PROOF OF CLAIM
Name of Debtor: Opus West Corporation		Case Number: 09-34356HDH
NOTE: <i>This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Pierce Riverside Galss, LC		<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: 1000 N. Main Street Fort Worth, Texas 76164 Telephone number: (817) 625-7800		
Name and address where payment should be sent (if different from above):		<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>261,802.30</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.		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: \$ _____ *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.
2. Basis for Claim: <u>M&M Lien</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>M & M Lien</u> Value of Property: \$ <u>29,900,000.00</u> <input checked="" type="checkbox"/> Annual Interest Rate ___% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: <u>M & M Lien</u> Amount of Secured Claim: \$ <u>132,995.70</u> Amount Unsecured: \$ <u>128,806.60</u>		
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: [See Attached]		
Date: <u>10/12/2009</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. _____, Dale Pierce, Vice President		FOR COURT USE ONLY  OPUS WEST 00313

FILED
 OCT 14 2009
 TAWANA C. MARSHALL, CLERK
 U.S. BANKRUPTCY COURT
 NORTHERN DISTRICT OF TEXAS

RECEIVED
 OCT 26 2009
 BMC GROUP



NOV 07 2008
Opus West-Dallas

121 Lakepointe Crossing Phase 2 / 97306.00
08800 /Glass & Glazing
Pierce/Riverside Glass L.C. / Dale Pierce
Contact Phone # 817-625-7800
Contact Fax # 817-625-7734
Payment Terms: Standard

B
M
a

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 22nd 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 Pierce/Riverside Glass L.C. ("Subcontractor") with its office located at 1000 N. Main Street, Fort Worth, TX 76106.

Contractor and Subcontractor agree as follows:

1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as 121 Lakepointe Crossing Phase 2 ("Project"), located at 2525 E. State Hwy 121, Lewisville, TX 75056 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is Opus West Corporation ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:
 Architect: Opus Architects & Engineers, Inc.
 Civil Engineer: Jones & Boyd Inc.
 Structural Engineer: Opus Architects & Engineers, Inc.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 01/31/2009. 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 \$ 333,418.00 ("Subcontract Sum"). The Subcontract Sum includes freight and delivery charges and all applicable state and local taxes including sales and use tax, and if required by law, these taxes must be separately stated on any payment applications, invoices or similar documents delivered by Subcontractor to Contractor for completion of the Work in accordance with the terms and conditions of the Subcontract Documents. A breakdown of the components of the Subcontract Sum is set forth in the attached Rider "A".
8. Riders. The following Riders are attached to and made a part of this Subcontract:
 8.1 Rider A (Scope of Work)
 8.2 Rider B (Indemnification)
 8.3 Rider C (Insurance)

Contractor and Subcontractor sign as follows:

Approved by Contractor's project manager Travis Bradley
Travis Bradley

CONTRACTOR
Opus West Construction Corporation
By: Paul Lembke
Paul Lembke
(Print Name)
Vice President of Construction, Texas
(Title)
11/10/08
(Date)

SUBCONTRACTOR
Pierce/Riverside Glass L.C.
By: GREG NORMAN
GREG NORMAN
(Print Name)
MANAGER
(Title)
11-6-08
(Date)

RIDER A

This Rider A is attached to and made a part of the Subcontract between **OPUS West Construction Corporation** and **Pierce/Riverside Glass L.C.** dated 10/22/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

1. Work/Subcontract Documents.

Subcontractor shall furnish all necessary labor, materials, equipment, skills, services (including design and engineering, if applicable), supervision and appurtenances necessary to complete all Section **Glass & Glazing** 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
Title Sheet - Building 3	T1.1	07/08/2008
Final Plat - Building 1	C1	08/04/2008
Paving Plan	C10	08/04/2008
TxDot Paving Plan	C11	08/04/2008
TxDot Paving Plan	C12	08/04/2008
Grading Plan	C13	08/04/2008
Grading Plan	C14	08/04/2008
Wall Plan	C15	08/04/2008
Wall Plan - Building 1	C16	08/04/2008
Existing Drainage Area Map	C17	08/04/2008
Drainage Area Map	C18	08/04/2008
Drainage Area Map	C19	08/04/2008
Final Plat - Building 1	C2	08/04/2008
Storm Sewer Calculations	C20	08/04/2008
Storm Sewer Calculations	C21	08/04/2008
Storm Sewer Plan	C22	08/04/2008
Storm Sewer Plan & Profile	C23	08/04/2008
Storm Sewer Profiles	C24	08/04/2008
Storm Sewer Profiles	C25	08/04/2008
Water & Sanitary Sewer Plan	C26	08/04/2008
Water & Sanitary Sewer Plan	C27	08/04/2008
Sanitary Sewer Plans	C28	08/04/2008
Erosion Control Plan - Building 1	C29	08/04/2008
Final Plat - Building 1	C3	08/04/2008
Erosion Control Plan - Building 1	C30	08/04/2008
Erosion Control Details - Building 1	C31	08/04/2008
Final Plat - Building 1	C4	08/04/2008
Demolition Plan - Building 1	C5	08/04/2008
Overall Site Plan	C6	08/04/2008
Site Plan A	C7	08/04/2008
Site Plan B	C8	08/04/2008

Paving Plan	C9	08/04/2008
Cover Sheet	CS	08/04/2008
Paving Details - Building 1	D1	07/14/2008
Standard City Details - Building 1	D2	07/14/2008
Standard City Details - Building 1	D3	07/14/2008
Standard City Details - Building 1	D4	07/14/2008
Standard City Details - Building 1	D5	07/14/2008
Standard City Details - Building 1	D6	07/14/2008
Standard City Details - Building 1	D7	07/14/2008
Landscape Plan - Building 1	L1	07/14/2008
Landscape Plan - Building 1	L2	07/14/2008
Landscape Plan - Building 1	L3	07/14/2008
Existing Diagram - Existing Building - Building 1	A0.1	07/14/2008
Existing Diagram - Building 3	A0.1	07/08/2008
Existing Diagram - Addition - Building 1	A0.2	07/14/2008
Site Plan - Building 1	A1.1	07/14/2008
Site Plan - Building 3	A1.1	07/08/2008
Overall Floor Plan - Building 1	A2.0	07/14/2008
Overall Floor Plan - Building 3	A2.0	07/08/2008
Floor Plan - Quadrant A - Building 1	A2.1	07/14/2008
Floor Plan - West - Building 3	A2.1	07/08/2008
Floor Plan - Quadrant B & Door Information - Building 1	A2.2	07/14/2008
Floor Plan - East - Building 3	A2.2	07/08/2008
Floor Plan - Quadrant C & Window Information - Building 1	A2.3	07/14/2008
Roof Plan And Details - Building 3	A2.3	07/08/2008
Floor Plan - Quadrant D - Building 1	A2.4	07/14/2008
Enlarged Floor Plans and Details - Building 3	A2.4	07/08/2008
Roof Plan & Details - Building 1	A2.5	07/14/2008
Enlarged Floor Plans - Building 1	A2.6	07/14/2008
Enlarged Floor Plans & Details - Building 1	A2.7	07/14/2008
Exterior Elevations - Building 1	A3.1	07/14/2008
Exterior Elevations - Building 3	A3.1	07/08/2008
Exterior Elevations - Building 1	A3.2	07/14/2008
Enlarged Exterior Elevations - Building 3	A3.2	07/08/2008
Enlarged Exterior Elevations - Building 1	A3.3	07/14/2008
Enlarged Exterior Elevations - Building 3	A3.3	07/08/2008
Wall Sections - Building 1	A4.1	07/14/2008
Wall Sections - Building 3	A4.1	07/08/2008
Construction Details - Building 1	A5.1	07/14/2008
Construction Details - Building 3	A5.1	07/08/2008
Construction Details - Building 1	A5.2	07/14/2008

Construction Details - Building 3	A5.2	07/08/2008
Title Sheet - Building 1	TS	07/14/2008
Structural Title Sheet - Building 1	S1.0	07/14/2008
Title Sheet Structural Notes - Building 3	S1.0	07/08/2008
Statement of Special Inspections - Building 1	S1.1	07/14/2008
Statement of Special Inspections - Building 3	S1.1	07/08/2008
Foundation Plan - West - Building 3	S2.0	07/08/2008
Foundation Plan - Quadrant A - Building 1	S2.1	07/14/2008
Foundation Plan - Quadrant B - Building 1	S2.2	07/14/2008
Foundation Plan - Quadrant C - Building 1	S2.3	07/14/2008
Foundation Plan - Quadrant D - Building 1	S2.4	07/14/2008
Roof Framing Plan - West - Building 3	S3.0	07/08/2008
Roof Framing Plan - Quadrant A - Building 1	S3.1	07/14/2008
Roof Framing Plan - East - Building 3	S3.1	07/08/2008
Roof Framing Plan - Quadrant B - Building 1	S3.2	07/14/2008
Roof Framing Plan - Quadrant C - Building 1	S3.3	07/14/2008
Roof Framing Plan - Quadrant D - Building 1	S3.4	07/14/2008
Panel Elevations - Building 3	S4.0	07/08/2008
Panel Elevations - Building 1	S4.1	07/14/2008
Panel Elevations - Building 3	S4.1	07/08/2008
Panel Elevations - Building 1	S4.2	07/14/2008
Panel Elevations - Building 3	S4.2	07/08/2008
Panel Elevations - Building 1	S4.3	07/14/2008
Sections & Details - Building 3	S4.3	07/08/2008
Panel Elevations - Building 1	S4.4	07/14/2008
Sections and Details - Building 1	S4.5	07/14/2008
Sections and Details - Building 1	S5	07/14/2008
Sections & Details	S5	07/08/2008
Section and Details - Building 1	S6	07/14/2008

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
Full Project Specification book	06/26/2008
Sample Subcontract	06/01/2005
General Conditions of Subcontract	06/01/2005
Supplemental General Conditions of Subcontract	08/01/2008
Exhibit A - Lien Waivers (Pages I-IV)	06/01/2005
Exhibit B - Sample Subcontractor Application for Payment	06/01/2005
Special Conditions of Subcontract	05/23/2008
Exhibit C - Certificate of Insurance Sample	06/01/2005
Subcontractor Pre-Qualification Statement (Modified 2/8/2008)	02/08/2008
Outline Specification	05/01/2003
Instructions to Bidders	07/21/2008
Bid Forms (Caulking & Sealants, Concrete, [Doors, Frames & Hardware],[Drywall, EIFS, Door & Hardware Installation], Glass & Glazing, Manufactured Stone, Overhead Doors, Painting, Roofing)	07/21/2008
Project Schedule	06/27/2008
Drawing Logs - Building 1 and Building 3	07/21/2008
Outline Specifications	08/25/2008

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 subcontractor/suppliers.
- 2 Hardware for alum. doors (except cylinders)
- 3 Caulking for interior and exterior frames.

This Subcontract excludes the following:

- 1 Alum. cladding for canopies, stamped and engineered shop drawings
- 2 Structural supports & wood blocking
- 3 Mock-ups and water testing
- 4 Extra stock material, cleaning & protection

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

N/A

Schedule Notes

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
97306.10	121 Lakepointe Crossing - Bldg 1 Expansion - Phase II	Bldg 1 - Glass & Glazing	\$121,379.00
97306.20	121 Lakepointe Crossing Bldg. 3 - Phase II	Bldg 3 - Glass & Glazing	\$212,039.00
Total			\$ 333,418.00

Subcontract Sum Breakdown

<u>Name</u>	<u>Account Code</u>	<u>Amount</u>
Glass & Glazing - Subcontract	97306.10-E10-08800.00-S	\$121,379.00
Glass & Glazing - Subcontract	97306.20-E10-08800.00-S	\$212,039.00
	Total	\$333,418.00

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 **Pierce/Riverside Glass L.C.** dated **10/22/2008**. 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 Pierce/Riverside Glass L.C. dated 10/22/2008. 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

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202



70 2009 00044278

Instrument Number: 2009-44278

As

Recorded On: April 14, 2009

Mechanics Lien Affidavit

Parties: PIERCE/RIVERSIDE GLASS

Billable Pages: 2

To

Number of Pages: 2

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Mechanics Lien Affidavit	15.00
Total Recording:	15.00

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

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

File Information:

Record and Return To:

Document Number: 2009-44278

Receipt Number: 574492

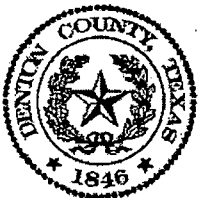
Recorded Date/Time: April 14, 2009 03:36:09P

User / Station: A Mcelroy - Cash Station 1

PIERCE/RIVERSIDE GLASS

1000 N MAIN

FORT WORTH TX 76106



THE STATE OF TEXAS }
COUNTY OF DENTON }

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

C Mitchell

County Clerk
Denton County, Texas

RETURN TO:
GREG NORMAN
PIERCE RIVERSIDE GLASS
1000 NORTH MAIN
FORT WORTH, TX
76164

STATE OF TEXAS *
*
COUNTY OF TARRANT *

MECHANIC'S AND MATERIALMAN'S LIEN AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Greg Norman, who being by me here and now duly sworn, upon oath says: That the affiant is the Member of Pierce/Riverside Glass, L.C., hereinafter called "Claimant", and is duly qualified and authorized to make this affidavit, fully cognizant of the facts herein set out and such facts are true and correct:

Claimant has furnished materials and labor to improve the property herein described.

1. Opus West Lp is the owner or reputed owner of the land herein described and the improvements located thereon.
2. OPUS West Construction Corporation is the original contractor on the project or that portion thereof for which the hereinafter described materials and labor were furnished.
3. Said materials and labor were furnished to OPUS West Construction Corporation by Claimant pursuant to an agreement between Claimant and Claimant's Customer.
4. The materials and labor were furnished for the improvement of real property located in Denton County, Texas, which real property is described as follows:

Crossroads Centre North Blk A Lot 1r-1 and Crossroads Centre North Blk A Lot 4r Also known as 121 Lakepointe Crossing Phase 2, 2525 E. State Hwy 121, Lewisville, TX 75056.

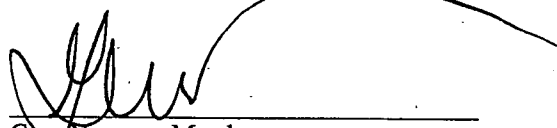
5. The claimant's business address is 1000 North Main, Fort Worth, Texas 76164.

The principal amount of the claim is \$132,995.70 and said amount is just and correct and all just and lawful offsets, payments and credits known to the affiant have been allowed.

The materials and labor are described as follows:

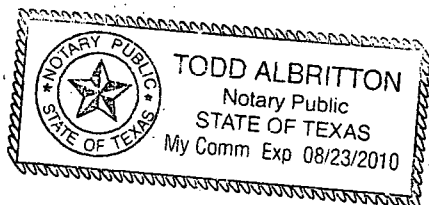
Aluminum Curtainwalls, Storefront Frames, Windows, Doors, Glass and Glazing.

The purpose of this affidavit is to claim a mechanic's and materialman's lien on the above described land and improvements.



Greg Norman, Member
Pierce/Riverside Glass, L.C.

SUBSCRIBED and SWORN to BEFORE ME, by the said Greg Norman, this the 14th day of April, 2009, to certify which witness my hand and seal of office.





Notary Public, State of Texas