

UNITED STATES BANKRUPTCY COURT

Northern District of Texas

PROOF OF CLAIM

Name of Debtor:  
Opus West, LP

Case Number:  
09-34334-hdh11

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):  
Quiltcraft Industries, Inc.

Check this box to indicate that this claim depends on a previously filed claim.

Name and address where notices should be sent:

c/o Blair G. Francis  
Francis, Orr & Totusek, LLP, 500 N Akard Street #2550, Dallas, Texas 75201

Filed on: **OCT 26 2009**  
Court Claim Number: **09-34334-15**  
(If known)

TAWAN... CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

Telephone number:  
(214) 740-4250

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

RECEIVED

OCT 26 2009

BMC GROUP

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.

Telephone number:

1. Amount of Claim as of Date Case Filed: \$ 53,272.25

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.

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.

Specify the priority of the claim.

2. Basis for Claim: goods sold  
(See instruction #2 on reverse side.)

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

3. Last four digits of any number by which creditor identifies debtor: \_\_\_\_\_

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).

3a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)

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

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:

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).

Value of Property: \$ unknown Annual Interest Rate: NA%

Amount of arrearage and other charges as of time case filed included in secured claim, mechanic's and materialman's lien  
if any: \$ 53,272.25 Basis for perfection: see attached

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

Amount of Secured Claim: \$ 53,272.25 Amount Unsecured: \$ \_\_\_\_\_

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.

Amount entitled to priority:

\$ \_\_\_\_\_

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.)

\*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.

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

If the documents are not available, please explain:

Date: 10/15/09

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.

*Larry Pearson*

Larry Pearson, Vice President

FOR COURT USE ONLY



**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.

**Items to be completed in Proof of Claim form****Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**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. 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 date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 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 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.

**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 that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

**Claim**

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose 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 clerk of the same bankruptcy court in which the bankruptcy case was filed.

**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, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**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.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

IN RE:	§	CASE NO. 09-34360-hdh11
	§	(jointly administered)
OPUS West Construction Corporation,	§	
	§	
Debtor.	§	

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IN RE:	§	CASE NO. 09-34334-hdh11
	§	(jointly administered)
Opus West, LP,	§	
	§	
Debtor.	§	

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**STATEMENT INCLUDED AS PART OF PROOF OF CLAIM**

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Quiltcraft Industries, Inc. ("Quiltcraft") asserts a claim in the amount of \$53,272.25 against Debtor OPUS West Construction Corporation ("Opus Construction"). This claim arises under a written contract between Opus Construction and Quiltcraft. Quiltcraft is accordingly filing a Proof of Claim in the Opus Construction chapter 11 proceeding. Quiltcraft further claims that its claim against Opus Construction is a secured claim because Quiltcraft contends it is secured by a mechanic's and materialman's lien (the "Lien") that Quiltcraft filed against real property owned by Opus West, L.P. ("Opus LP").

Opus LP has also filed a Chapter 11 proceeding, numbered 09-34334-hdh11. The Opus Construction proceeding (case no. 09-34360-hdh11) and the Opus LP proceeding ( case no. 09-34334-hdh11) are jointly administered.

As a result of filing the Lien, Quiltcraft also asserts a Lien claim against Opus LP for the same amount, \$53,272.25, as Quiltcraft claims against Opus Construction. Accordingly, Quiltcraft is also filing a Proof of Claim in the Opus LP chapter 11 proceeding.

The Proof of Claim Quiltcraft is filing in the Opus Construction proceeding and the Proof of Claim Quiltcraft is filing in the Opus LP proceeding are substantially identical. Opus Construction and Opus LP are both liable for the same debt, Opus Construction personally under a written contract and Opus LP in rem under the Lien. Accordingly, Quiltcraft expressly (i) states that by filing such Proofs of Claim, it is not attempting to obtain any double recovery and (ii) disclaims claims any right to any double recovery.

N:\Bankruptcy\Proofs of Claim\Accompanying Statements\Quiltcraft.Opus LP.wpd

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[File by day 15 of fourth month after last month in which Quiltcraft performed labor or delivered material]

**"NOTICE: THIS IS NOT A LIEN. THIS IS ONLY  
AN AFFIDAVIT CLAIMING A LIEN"**

**AFFIDAVIT FOR MECHANIC'S AND MATERIALMAN'S LIEN**

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

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

1. My name is Klaus Lech. I am over 18 years of age and have never been convicted of a felony. I am the Controller of Quiltcraft Industries, Inc., a Texas corporation, hereinafter sometimes referred to as "Claimant." I have personal knowledge of the facts set forth below and am competent and authorized to make this affidavit.
2. Claimant's business, mailing, and physical address is 1230 East Ledbetter, Dallas, Texas 75216.
3. Claimant furnished labor and materials to Opus West Construction Corporation pursuant to a contract to improve that certain 10.8210 acre parcel of real property (the "Property") located in Harris County, Texas, commonly referred to as 15021 Katy Freeway, in the City of Houston, Harris County, Texas, and more particularly described as:

RES A BLK 1, ENERGY CROSSING, HARRIS COUNTY, TEXAS

4. The labor and materials furnished by Claimant are generally described as the labor and materials to furnish and install window blinds and related improvements for the building constructed or being constructed on the Property. All the work for which payment is requested was done and all the materials for which payment is requested were furnished in the month(s) of March, 2009.
5. The owner or reputed owner of the Property at the time Claimant furnished its labor and materials was, and currently is, Opus West LP. The last known address of such owner or reputed owner is c/o Opus West Corp., General Partner, 2555 East

(2)  
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D

le

0300-59-0040

Camelback Road, Suite 800, Phoenix, Arizona 85016.

6. At the time Claimant furnished its labor and materials, Claimant was a subcontractor to Opus West Construction Corporation for the improvements for which a lien is claimed. The name of the person or entity by whom Claimant was employed or to whom Claimant furnished the labor and materials is Opus West Construction Corporation. The last known address of such person or entity is 15455 North Dallas Parkway, #450, Addison, Texas 75001. The original contractor for the improvements in connection with which Claimant makes the claim set forth herein is Opus West Construction Corporation. The last known address of such original contractor is 15455 North Dallas Parkway, #450, Addison, Texas 75001.
7. After allowing all just credits, offsets, and payments, the amount of \$47,945.02 remains unpaid and is due and owing to Claimant, and Claimant Quiltcraft Industries, Inc. claims a lien on said Property and improvements to secure payment of said amount. Claimant also has a contractual retainage claim in the amount of \$5,327.23.
8. Claimant sent notice of this claim to Opus West LP, c/o Opus West Corp., General Partner, 2555 East Camelback Road, Suite 800, Phoenix, Arizona 85016. Claimant also sent notice of this claim to Opus West LP, c/o Corporation Service Company, Registered Agent, 701 Brazos Street, Suite 1050, Austin, Texas 78701 on May 13, 2009 and June 15, 2009, by certified mail, return receipt requested.
9. Claimant sent notice of this claim to Opus West Construction Corporation, 15455 North Dallas Parkway, #450, Addison, Texas 75001 on May 13, 2009 and June 15, 2009, by certified mail, return receipt requested. Claimant also sent notice of this claim to Opus West Construction Corporation, c/o Corporation Service Company, Registered Agent, 701 Brazos Street, Suite 1050, Austin, Texas 78701 on May 13, 2009 and June 15, 2009, by certified mail, return receipt requested.

11. Further affiant saith not.

*Klaus Lech*

Klaus Lech  
Controller, Quiltcraft Industries, Inc.

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THE STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the said Klaus Lech on this 17 day of June, 2009, to certify which, witness my hand and official seal.

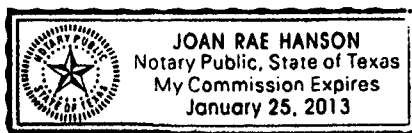
*Joan R. Hanson*

Notary Public, State of Texas  
Notary's Name Printed: JOAN R. HANSON

My Commission Expires: JANUARY 25, 2013

AFTER RECORDATION RETURN TO:

Blair G. Francis ✓  
Francis, Orr & Totusek, L.L.P.  
2550 Lincoln Plaza  
500 North Akard Street  
Dallas, Texas 75201



N:\Liens\Mechanics' and Materialmen's Commercial\Quiltcraft.OpusWest.EnergyCrossing.wpd

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR PAGE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time set forth herein by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JUN 18 2009



*Dorely B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

*Handwritten signature*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2009 JUN 18 AM 11:55

FILED

AFFIDAVIT FOR MECHANIC'S AND MATERIALMAN'S LIEN - Page 3  
RECORDING MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

2488-55-598



File Copy

Energy Crossing Spec Office / 10592.00  
G10/12200 /Window Blinds  
Quiltcraft Industries, Inc. / Caryn Huse  
Contact Phone # 214.376.1841  
Contact Fax # 214.376.1852  
Payment Terms: Standard

MS  
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**SUBCONTRACT AGREEMENT (Labor and Materials)**

This Subcontract Agreement ("Subcontract") is made as of this 15th day of July, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 15455 N. Dallas Parkway, Suite 450, Addison, TX 75001, and Quiltcraft Industries, Inc. ("Subcontractor") with its office located at 1230 East Ledbetter Drive, Dallas, TX 75216.

Contractor and Subcontractor agree as follows:

- Subcontract Documents.** The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
- Project.** Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Energy Crossing Spec Office ("Project"), located at 15021 Katy Freeway, Houston, TX 77094 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
- Owner.** The Owner of the Project is Opus West Corporation ("Owner").
- Architect/Engineer.** The architect and engineers ("Architect/Engineer") of record for the Project are:  
 Architect of Record: Opus Architects & Engineers  
 Civil Engineer: Kimley-Horn and Associates, Inc.  
 Geotechnical Engineer: Terracon Consultants Inc  
 Structural Engineer of Record: Opus Architects & Engineers
- 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.
- 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 01/09/2009. 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".
- Subcontract Sum.** Contractor shall pay Subcontractor the sum of \$ 79,695.00 ("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".
- 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 Monel' Smith  
Monel' Smith

**CONTRACTOR**  
Opus West Construction Corporation

By: [Signature]  
Paul Dembeck  
(Print Name)  
Vice President of Construction, Texas  
(Title)  
8/21/08  
(Date)

**SUBCONTRACTOR**  
Quiltcraft Industries, Inc.

By: [Signature]  
Phyllis Borzick  
(Print Name)  
VP  
(Title)  
8-15-08  
(Date)



## RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Quilcraft Industries, Inc. dated 07/15/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

**D. 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 Blinds 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
Project Schedule	9.3	05/27/2008
Cover Sheet	CS	04/24/2008
Cover Sheet - Garage	CS	03/26/2008
Title Sheet	T1	04/24/2008
Title Sheet - Garage	T1	03/26/2008
Sections - Garage	A4.2	04/18/2008
Sections - Garage	A4.3	03/26/2008
Details - Garage	A5.1	05/02/2008
Paving, Striping and Signage Plan	C9.0	05/15/2008
Paving, Striping and Signage Details	C9.1	04/15/2008
Plan Details	A5.2	04/24/2008
Architectural Site Plan	A1.1	04/24/2008
Floor Plan - Level 1	A2.1	04/24/2008
Floor Plan - Level 2	A2.2	04/24/2008
Floor Plan - Level 3-5	A2.3	04/24/2008
Floor Plan - Level 6	A2.4	04/24/2008
Exterior Elevations - North & South	A3.1	04/24/2008
Exterior Elevations - East & West	A3.2	04/24/2008
Enlarged Elevations	A3.3	04/24/2008
Sections	A4.1	04/24/2008
Energy Crossing	A5.5	04/24/2008
Partition Types and Details	A6.1	04/24/2008
Interior Elevations	A7.1	04/24/2008
Reflected Ceiling Plan	A9.1	04/24/2008
Code Data, Life Safety Plans	AC1.1	04/24/2008
Fire Assembly Details	AC1.2	04/24/2008
Fire Assembly Details	AC1.3	04/24/2008
Floor Plan Level 1 - Garage	A2.1	04/18/2008
Floor Plan - Level 2 - Garage	A2.2	03/26/2008
Floor Plan - Level 3 - Garage	A2.3	03/26/2008
Floor Plan - Level 4 - Garage	A2.4	03/26/2008

Enlarged Floor Plans - Garage	A2.5	03/26/2008
Garage - Exterior Elevations	A3-1	03/26/2008
Garage - Enlarged Elevations	A3-2	03/26/2008
Code Data, Life Safety Plans - Garage	AC1.1	03/26/2008
Outline Specifications	7.6	12/11/2007
Site Details	A1.2	05/16/2008
Enlarged Floor Plans	A2.7	04/24/2008
Monument Sign Drawings	M1	12/20/2007
Monument Sign Drawings	M2	12/20/2007
Monument Sign Drawings	M3	12/20/2007
Monument Sign Drawings	M4	12/20/2007
Walkway Design Drawings	W1	12/21/2007
Walkway Design Drawings	W2	12/21/2007
Walkway Design Drawings	W3	12/21/2007
Walkway Design Drawings	W4	12/21/2007
Walkway Design Drawings	W5	12/21/2007
Walkway Design Drawings	W6	12/21/2007
Walkway Design Drawings	W7	12/21/2007

**Field Bulletins**

Date	Number	Name
N/A		

**Supplemental Design Documents**

Description	Date
For Construction Drawings dated 4/21/2008	04/21/2008
Project Spec Book dated 07/15/208	07/15/2008
General Conditions of Subcontract - Division 1 - June 2005	06/01/2005
Supplemental General Conditions of Subcontract - 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
Instructions to Bidders	05/29/2008
Bid Forms (Pavement Markings, CMU, Misc. Metals - Site & Garage, Specialties, Blinds)	05/29/2008
Project Schedule	05/27/2008
Drawing Log	05/29/2008

**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 Bali Classic 1" 6-gauge mini-blinds in one standard color; Product includes 1" x 1 1/2" headrail, inside mount.

This Subcontract excludes the following:

- 1 Vestibule, lobby, interior doors, attic stock, hold-down brackets, ring pulls, valances, wood blocking.

**2. Schedule.** Subcontractor will observe the following milestones referred to in the "Schedule":

Description	Planned Start	Planned End	Planned Duration
Lead Time from Manufacturer			3 to 4 weeks
Installation			3 weeks
<b>Schedule Notes</b>			

All work to be performed in accordance with latest project schedule as distributed in weekly subcontractor meetings.

**3. Subcontract Sum Breakdown.** The total amount of the subcontract is shown below:

**Subcontract Recap**

Sub-Job Number	Sub-Job Name	Name	Rate
10592.10	Energy Crossing Phase I - Site/Shell/GCa	Window Blinds	\$79,695.00
		Total	\$ 79,695.00

**Subcontract Sum Breakdown**

Name	Account Code	Amount
Window Blinds - Subcontract	10592.10-G10-12200.00-S	\$79,695.00
	Total	\$79,695.00

**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 Qulcraft Industries, Inc. dated 07/15/2008. 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 Quiltercraft Industries, Inc. dated 07/15/2008. 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



**OPUS West Construction Corporation**  
**SUBCONTRACT CHANGE ORDER**

**RECEIVED**

MAR 19 2009

Opus West Dallas

CON-10592.00-25

G10/12200

Change Order Date: 03/06/2009  
 Change Order #: 1  
 To Subcontract Agreement dated: 07/15/2008

TO: Quiltcraft Industries Inc  
 1230 East Ledbetter Drive  
 Dallas, TX 75216

PROJECT: Energy Crossing Spec Office  
 15021 Katy Freeway  
 Houston, TX 77094

**CHANGE DETAILS**

Item	Description	Amount
1	Deduct installation of blinds in open tenant areas; stock material only	\$(6,499.00)
		<u>\$(6,499.00)</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
10592.10-G10-12200.00-S	\$79,695.00	\$(6,499.00)	\$73,196.00
	<u>\$79,695.00</u>	<u>\$(6,499.00)</u>	<u>\$73,196.00</u>
Original Contract Amount.....			\$79,695.00
Previously Approved Change Orders.....			\$0.00
Amount this Change Order.....			\$(6,499.00)
Contract Amount to Date.....			\$73,196.00

**ACKNOWLEDGEMENT**

Please sign and return all original copies

Quiltcraft Industries Inc

Phil Borziani  
 Printed Name  
3-17-09  
 Date

OPUS West Construction Corporation

Monek' Smith  
 Printed Name  
03.19.09  
 Date

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

The work covered by this Subcontract Change Order will be performed under the same terms and conditions as those in the Subcontract Agreement. Subcontractor agrees this Subcontract Change Order is inclusive of all Subcontractor's claims for additional compensation for work heretofore authorized or performed beyond the scope of the Subcontract Agreement as amended this date. No other claims will be accepted by Contractor.