

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input checked="" type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	Case Number: <div style="text-align: center; font-size: 1.2em;">09-34334</div>	
<small>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. All other requests for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <div style="text-align: center; font-size: 1.2em;"> KONE Inc. RECEIVED NOV 02 2009 BMC GROUP </div>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <small>(If known)</small> Filed on:	
Name and address where notices should be sent: 4225 Naperville Road #400 Lisle IL 60532 Attn: Brian Stell Telephone number: Email Address:	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above): Same Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>258,823.41</u> <small>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.</small> <small>If all or part of your claim is entitled to priority, complete item 5.</small> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). <small>If any portion of your claim falls in one of the following categories, check the box and state the amount.</small> Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: <div style="text-align: center;">\$</div>	
2. Basis for Claim: <u>goods sold / services preformed</u> <small>(See instruction #2 on reverse side.)</small> 3. Last four digits of any number by which creditor identifies debtor: <u>0453</u> 3a. Debtor may have scheduled account as: _____ <small>(See instruction \$3a on reverse side).</small> 4. Secured Claim (See instruction #4 on reverse side.) 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"/> Equipment <input checked="" type="checkbox"/> Other Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: <u>mechanic Lien</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <div style="font-size: 1.2em;">10-29-09</div>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="display: flex; align-items: center;"> <div style="flex: 1;"> <div style="font-size: 1.5em; margin-bottom: 5px;">Brian D. Stell</div> <div style="font-size: 1.5em;">B D Stell</div> </div> <div style="flex: 1; text-align: center;"> </div> </div>	
		FOR COURT USE ONLY <div style="text-align: center;"> OPUS WEST 00348 </div>

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

ACCOUNT STATEMENT



REMIT TO: KONE INC.
PO Box 429
Moline, IL 61266-0429

OPUS WEST MGMT CORP
15455 N DALLAS PWY STE 450
ADDISON TX 75001

KONE Inc.
Accts Rec Bankruptcy
One KONE Court
Moline IL 61265
Phone: 309-743-5170
Fax: 309-743-5671
<http://www.us.kone.com>

October 29, 2009

Account: 220453

Open item list as of 10/29/2009

Doc. Type	Document Number	Ref Number	Allocation Number	Document Date	Amount	Your PO No. Credit Memo No. Your Check No.
INV	14142902	14142902	14142902	12/22/2008	\$ 59,805.49	Two Addison Circle
PYMT	14142902	116517	14142902	03/10/2009	\$ 40,801.09-	
INV	14147394	14147394	14147394	03/19/2009	\$ 34,112.70	Two Addison Circle
INV	14149544	14149544	14149544	04/30/2009	\$ 13,438.81	Two Addison Circle
INV	14152594	14152594	14152594	06/24/2009	\$ 85,575.79	Two Addison Circle
INV	14148670	14148670	14148670	04/14/2009	\$ 82,647.40	ENERGY CROSSING
INV	14149086	14149086	14149086	04/21/2009	\$ 1,700.00	ENERGY CROSSING
INV	14145833	14145833	14145833	02/18/2009	\$ 34,078.06	ENERGY CROSSING
PYMT	14145833	520000026	14145833	06/11/2009	\$ 11,733.75-	
Total of Past Due Items:					\$ 258,823.41	USD
Total Account Balance:					\$ 258,823.41	USD

20090191248
05/06/2009 RP1 \$40.00

AFFIDAVIT FOR MECHANIC'S AND MATERIALMAN'S LIEN

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AFF-1
CN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, personally appeared Brian Stell, Cr. & Coll. Mgr., Central of Kone Inc., who on his/her oath, deposed and stated:

"My name is Brian Stell, Cr. & Coll. Mgr., Central of Kone Inc., One Kone Court, Moline, IL 61265-1380, hereinafter referred to as "Kone". I have personal knowledge of the facts set forth below and am competent, and I am authorized to make this Affidavit."

"Pursuant to an agreement between Kone and Opus West Construction Corporation, 15455 Dallas Parkway, #450, Addison, TX 75001, hereinafter referred to as "Opus", Kone provided labor and/or materials for the making of improvements on property described herein. Such labor and/or materials may be generally described as four (4) MonoSpace Elevators, two (2) EcoSpace Elevators, and related materials; a more complete description being attached hereto as Exhibit "A", and incorporated herein for all purposes by reference."

"Kone is informed and does believe that the owner or reputed owner of the described property is Opus West, LP, 2555 E. Camelback Rd., Ste. 800, Phoenix, AZ 85018, hereinafter referred to as "Owner". It is further Kone's information and belief that Opus is a prime contractor dealing with the Owner; Kone being a subcontractor on the Project."

FILED FOR RECORD
8:00 AM

MAY -6 2009

Shirley B. Hyman
County Clerk, Harris County, Texas

"After allowing all just credits and offsets, the amount of \$118,425.45 remains unpaid and is due and owing to Kone pursuant to the agreement with Opus, and Kone claims a lien on said property to secure the payment of the above amount."

"Kone provided labor and/or materials to the property during October 2008, through March 2009. Notice of the debt due Kone was given to Opus and Owner on April 13, 2009, and May 5, 2009, by certified mail."

"The real property sought to be charged with such lien is described as follows:

See Exhibit "B" attached hereto and incorporated herein for all purposes by reference as if copied verbatim."

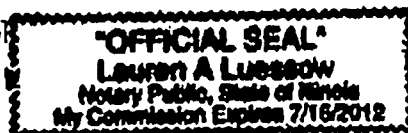
Kone Inc.

By Brian Stell
Brian Stell, Cr. & Coll. Mgr., Central

1072

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 1 day of May, 2009.

ISEAL



Lauren A. Luessow
Notary Public, State of Illinois

✓✓

Return to: Law Offices of Charles E. Wear, Jr., P.C.
1811 W. Park Row
Arlington, TX 76013

PP 05455-1965

STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

BEFORE ME, the undersigned authority, personally appeared Brian Stell, Cr. & Coll. Mgr., Central of Kone Inc., who upon oath, stated that:

"In accordance with an agreement with Opus, Kone has furnished services and/or materials ((4) MonoSpace Elevators, two (2) EcoSpace Elevators, and related materials) in connection with improvements constructed at Energy Crossing Spec Office, 15021 Katy Freeway, Houston, Texas 77094 ("Project").

"The amount now due and unpaid for such services and/or materials, after allowing for all just and lawful offsets, payments and credits is \$118,425.45, for which claim is hereby made."

Kone Inc.

By: Brian Stell
Brian Stell, Cr. & Coll. Mgr., Central

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 1 day of May, 2009, to certify which witness my hand and seal of office.

[SEAL]

"OFFICIAL SEAL"

Lauren A Luessow

Notary Public, State of Illinois

My Commission Expires 7/15/2012

STATE OF ILLINOIS

COUNTY OF DuPage §

Lauren A. Luessow
Notary Public, State of Illinois

BEFORE ME, Lauren Luessow, Notary Public in and for said County and State, on this day personally appeared Brian Stell, Cr. & Coll. Mgr., Central of Kone Inc., known to me [or proved to me on the oath of _____, or through _____ (description of identity card or other document)], to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of May, 2009.

[SEAL]

"OFFICIAL SEAL"

Lauren A Luessow

Notary Public, State of Illinois

My Commission Expires 7/15/2012

Lauren A. Luessow
Notary Public, State of Illinois

Exhibit "A"

INVOICE

Page 1 of 1

Invoice number: 14145833 Invoice Date: 2/18/2009 Customer PO Number: KONE Order No: 6016402 Billing Type: YPB Date work performed: 2/28/2009	Area Office: <u>KONE Inc. Federal Tax</u> 4807 World Houston Pkwy Ste 100 36 2357423 Houston, TX 77032 PH: 281-442-8619 FAX: 281-442-8457																
Bill To: OPUS WEST MGMT CORP 15455 N DALLAS FWY STE 450 ADDISON TX 75001	Location/Project ENERGY CROSSING 15021 KATY FWY HOUSTON TX 77094 USA																
Payment Terms: Net 30																	
NEB/TRB <table> <tr> <td>Current Contract Price:</td> <td>\$826,474.00</td> </tr> <tr> <td>Partial Billing</td> <td>\$826,474.00</td> </tr> <tr> <td>Less 10% retention</td> <td>\$82,647.40</td> </tr> <tr> <td></td> <td>\$743,826.60</td> </tr> <tr> <td>Less net Amount previously billed</td> <td>\$709,748.55</td> </tr> <tr> <td>Net amount of this Partial Billing</td> <td>\$34,078.05</td> </tr> <tr> <td>Sales Tax</td> <td></td> </tr> <tr> <td>Total amount with Sales Tax</td> <td>\$34,078.05</td> </tr> </table> <p><small>Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law.</small></p>		Current Contract Price:	\$826,474.00	Partial Billing	\$826,474.00	Less 10% retention	\$82,647.40		\$743,826.60	Less net Amount previously billed	\$709,748.55	Net amount of this Partial Billing	\$34,078.05	Sales Tax		Total amount with Sales Tax	\$34,078.05
Current Contract Price:	\$826,474.00																
Partial Billing	\$826,474.00																
Less 10% retention	\$82,647.40																
	\$743,826.60																
Less net Amount previously billed	\$709,748.55																
Net amount of this Partial Billing	\$34,078.05																
Sales Tax																	
Total amount with Sales Tax	\$34,078.05																

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard or EFT payments

Payer: OPUS WEST MGMT CORP 15455 N DALLAS FWY STE 450 ADDISON TX 75001 USA	Invoice number: 14145833 Invoice Date: 2/18/2009 Customer Number: 220453 KONE Order No: 6016402 Area Office No: U370 Billing Type: YPB
Remit to: KONE Inc. P.O. BOX 429 MOLINE IL 61268-0429	Amount paid if different than invoice amount: INVOICE AMOUNT: \$34,078.05

2009-03-03 07:55

INVOICE

Page 1 of 1

Invoice number: 14148670 Invoice Date: 4/14/2009 Customer PO Number: KONE Order No: 6016402 Billing Type: YPB Date work performed: 4/30/2009		Area Office: KONE Inc., Federal Tex 4807 World Houston Pkwy Ste 150 36 2357423 Houston, TX 77032 PH: 281-442-8818 FAX: 281-442-8457	
Bill To: OPUS WEST MGMT CORP 16455 N DALLAS PWY STE 450 ADDISON TX 75001		Location/Project ENERGY CROSSING 15021 KATY FWY HOUSTON TX 77094 USA	
Payment Terms: Net 30			
NEB/TRB			
Current Contract Price: \$826,474.00			
Partial Billing		\$826,474.00	
		\$826,474.00	
Less net Amount previously billed		\$743,826.60	
Net amount of this Partial Billing		\$82,647.40	
Sales Tax			
Total amount with Sales Tax		\$82,647.40	
<i>Invoice not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law.</i>			

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard or EFT payments

Payer: OPUS WEST MGMT CORP 16455 N DALLAS PWY STE 450 ADDISON TX 75001 USA		Invoice number: 14148670 Invoice Date: 4/14/2009 Customer Number: 220453 KONE Order No: 6016402 Area Office No: U370 Billing Type: YPB	
Remit to: KONE Inc. P.O. BOX 429 MOLINE IL 61266-0429		Amount paid if different than invoice amount: INVOICE AMOUNT: \$82,647.40	

8861-55-1968

INVOICE

Page 1 of 1

Invoice number: 14149086 Invoice Date: 4/21/2009 Customer PO Number: KONE Order No: 6016402 Billing Type: YPB Date work performed: 4/30/2009	Area Office: KONE Inc., Federal Tax 4607 World Houston Pkwy Ste 150 36 2357423 Houston, TX 77032 PH: 281-442-6610 FAX: 281-442-8457												
Bill To: OPUS WEST MGMT CORP 15455 N DALLAS PWY STE 450 ADDISON TX 75001	Location/Project: ENERGY CROSSING 15021 KATY FWY HOUSTON TX 77094 USA												
Payment Terms: Net 30	TEMP USE												
NEB/TRB <table border="0"> <tr> <td>Current Contract Price:</td> <td>\$1,700.00</td> </tr> <tr> <td>Partial Billing</td> <td>\$1,700.00</td> </tr> <tr> <td>Less net Amount previously billed</td> <td>\$1,700.00</td> </tr> <tr> <td>Net amount of this Partial Billing</td> <td>\$1,700.00</td> </tr> <tr> <td>Sales Tax</td> <td></td> </tr> <tr> <td>Total amount with Sales Tax</td> <td>\$1,700.00</td> </tr> </table> <p><small>Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the max from permitted by law.</small></p>		Current Contract Price:	\$1,700.00	Partial Billing	\$1,700.00	Less net Amount previously billed	\$1,700.00	Net amount of this Partial Billing	\$1,700.00	Sales Tax		Total amount with Sales Tax	\$1,700.00
Current Contract Price:	\$1,700.00												
Partial Billing	\$1,700.00												
Less net Amount previously billed	\$1,700.00												
Net amount of this Partial Billing	\$1,700.00												
Sales Tax													
Total amount with Sales Tax	\$1,700.00												

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard or EFT payments

Payer: OPUS WEST MGMT CORP 15455 N DALLAS PWY STE 450 ADDISON TX 75001 USA	Invoice number: 14149086 Invoice Date: 4/21/2009 Customer Number: 220453 KONE Order No: 6016402 Area Office No: U370 Billing Type: YPB
Remit to: KONE Inc. P.O. BOX 429 MOLINE IL 61286-0429	Amount paid if different than invoice amount: INVOICE AMOUNT: \$1,700.00

REP 06-1-55-1963

Exhibit "B"

Lot 1, Reserve A, Energy Crossing, a Subdivision of 16.898 acres out of the David Middleton Survey, Abstract 535, in the City of Houston, Harris County, Texas, according to the Plat recorded in File Number 20070679952, Map Records of Harris County, Texas, and being more particularly described by metes and bounds in that certain Special Warranty Deed dated June 17, 2007, from KT6-A Corporation and KT6-B Corporation to Opus West LP, recorded as Document Number 20070373880, Official Public Records of Harris County, Texas. Said property is also known as 15021 Katy Freeway, Houston, Texas.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL
PROPERTY AND/OR USE OF COLOR OR PLACE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that the above information was filed as the Public Signature on the date and at the place
mentioned herein by me or my duly AUTHORIZED representative before me and in full compliance with the
Comm. Texas Co.

MAY - 6 2009



Bruce B. Layman
COUNTY CLERK
HARRIS COUNTY, TEXAS



Energy Crossing Spec Office / 10592.00
110/14200 /Elevators
KONE, Inc. / Dennis Gerard
Contact Phone # 512-443-0967 x201
Contact Fax # 512-443-0975
Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 20th day of December, 2007, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 15455 N. Dallas Parkway, Suite 450, Addison, TX 75001, and KONE, Inc. ("Subcontractor") with its office located at 2101 E. St. Elmo, Bldg. 3, Ste. 315, Austin, TX 78744.

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 10/28/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
- Subcontract Sum.** Contractor shall pay Subcontractor the sum of \$ 605,000.00 ("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

Monek' Smith

CONTRACTOR
Opus West Construction Corporation

By:

Paul Lembke

(Print Name)

Vice President of Construction, Texas

(Title)

(Date)

5/15/08

SUBCONTRACTOR
KONE, Inc.

By:

Dennis Gerard

(Print Name)

Senior Vice President Central Region

(Title)

(Date)

5/6/08

KONE # 6016402

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and KONE, Inc. dated 12/20/2007. 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 Elevators 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
Elevator Specifications		11/20/2007
Cover Sheet	CS	11/09/2007
Outline Specs for the Design and Construction of Multi-Tenant Shell Base Building	1001	10/05/2007
Life Safety Plans	A0.1	11/09/2007
Architectural Site Plan	A1.1	11/09/2007
Floor Plan - Level 1	A2.1	11/09/2007
Floor Plan - Level 2	A2.2	11/09/2007
Floor Plan - Level 3-5	A2.3	11/09/2007
Floor Plan - Level 6	A2.4	11/09/2007
Roof Plan	A2.5	11/09/2007
Enlarged Floor Plans	A2.6	11/09/2007
Exterior Elevations - North & South	A3.1	11/09/2007
Exterior Elevations - East & West	A3.2	11/09/2007
Enlarged Elevations	A3.3	11/09/2007
Sections	A4.1	11/09/2007
Stair & Elevator Sections	A4.3	11/09/2007
Plan Details	A5.1	11/09/2007
Energy Crossing	A5.5	11/09/2007
Title Sheet	S1	11/15/2007
Sections and Details	S10	10/19/2007
Sections and Details	S11	11/15/2007
Foundation Plan	S2	11/15/2007
Level 2 Framing Plan	S3	11/15/2007
Level 3, 4 & 5	S4.1	11/15/2007
Level 6 Framing Plan	S4.2	11/15/2007
Roof Framing Plan	S5	11/15/2007
Schedules and Details	S6	11/15/2007
Sections and Details	S7	11/15/2007
Sections and Details	S8	11/15/2007
Sections and Details	S9	11/15/2007

Plumbing Underground	P2.0	11/02/2007
Plumbing Details	P3.0	11/02/2007
Electrical Underground Site Plan	E1.00	11/01/2007
1st Floor Plan	CD2.0	10/18/2007
2nd Floor Plan	CD3.0	10/18/2007
3rd Floor Plan	CD4.0	10/18/2007
4th Floor Plan	CD5.0	10/18/2007
5th Floor Plan	CD6.0	10/18/2007
6th Floor Plan	CD7.0	10/18/2007
Roof Plan	CD8.0	10/18/2007
Front & Back Elevation	CD9.0	10/18/2007
West & East Elevation	CD10.0	10/18/2007
Site Plan	CD11.0	10/18/2007

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
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	07/18/2007
Exhibit A - Unconditional Waiver and Conditional Waiver Release on Progress Payment	06/01/2005
Exhibit B - Unconditional Waiver and Conditional Waiver Release on Final Payment	06/01/2005
Exhibit C - Subcontract Agreement	06/01/2005
Exhibit D - Subcontractor Application for Payment	06/01/2005
Exhibit E - Certificate of Liability Insurance	06/01/2005
Subcontractor Prequalification Statement	02/21/2007
Schedule	10/02/2007
Drawing Log	11/20/2007

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:

- 01 Provide lien release from all second and third tier subcontractors/suppliers.
- 02 Furnish and install KONE MonoSpace Machine-Room-Less Traction Elevators: Three (3) 3500 lb. capacity, front center opening, 350 fpm; One (1) 4000 lb. capacity, front and rear center opening, 350 fpm.
- 03 Finishes include: #4 brushed stainless steel front returns, handrails at rear walls, island ceiling with low voltage halogen down lights, base and door panel; Custom elevator interiors with flooring by others.
- 04 Provide hoistway beam for installation by others.
- 05 The following items are required prior to Subcontractor beginning installation:
- 06 A) Adequate access for delivery of elevator material and a dry, protected storage space of no less than 10' x 20' per elevator adjacent to the elevator hoistway;
- 07 B) The hoistway (3 walls plumb within -0", +2") and pit must be clean, dry, and constructed per the approved contract documents;
- 08 C) Hoistway to be in accordance with code including pit design and guide rail racket support. The entire front wall (rear wall also on rear opening applications) must be left out during the installation of the elevators. If this is not allowed, due to design issues, Subcontractor will require a rough opening of 8" around all sides of the entrance opening at each stop (clear entrance width + 16" = RO overall width and clear entrance height + 8" = RO of overall height).
- 09 D) Removable OSHA barricades must be provided around all hoistway openings;
- 10 E) Permanent or temporary 3-phase and single phase power of permanent characteristics;
- 11 F) A hoist/safety beam (furnished by KONE) must be installed (by others) in the elevator overhead per the approved KONE final layout drawings;
- 12 G) Finished floor marks must be visible from the hoistway openings at all landings and adequate lighting will be provided in work areas;
- 13 H) 2 lifeline attachments will be provided at top of each hoistway capable of withstanding a 5,000 lb. load;
- 14 I) 24" square access panel at top landing of each elevator on the machine side of the hoistway.
- 15 There is no (internal) Prime Contract associated with this project. The Subcontractor agrees to the terms and conditions that have been made available to it.
- 16 Neither party shall be liable to the other for incidental or consequential damages.
- 17 Liquidated Damages are not applicable to this project.
- 18 General Conditions, Article 4.4.3: Add the following "Subcontractor will be entitled to additional time or costs in the delay in ordering was due to Contractor's failure to make timely and requisite selections."
- 19 General Conditions, Article 4.5.3.1: Add the following "Any use prior to Substantial Completion is contingent upon the execution of a Temporary use Agreement."
- 20 General Conditions, Article 4.5.3.1: Delete the last sentence.
- 21 General Conditions, Article 4.9.1: Delete the second sentence "The superintendent... in it's employ."
- 22 General Conditions, Article 4.11.11: Delete in its entirety and insert the following "Subcontractor will conform the Subcontract Work to the approved drawings. If the field measurements do not allow for installation, then Contractor will work with the appropriate Subcontractors to alter the surrounding Work to allow for installation."
- 23 General Conditions, Article 4.14.2: Add the following "Prior to charging Subcontractor, Contractor will give one (1) business day written notice."
- 24 General Conditions, Article 7.12: Add as clarification "Subcontractor shall comply to the extent it is not in conflict with our agreement with the I.U.E.C." Add "No collective bargaining agreements, project labor agreements, or other such agreements are in force for this project."
- 25 General Conditions, Article 8.2.2: Modify to read as follows "The Subcontractor shall not be liable for damage or delay causes directly or indirectly by embargos, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond Subcontractor's control. Regardless of the type of delay, the subcontractor shall not be liable for consequential damages."
- 26 General Conditions, Article 8.2.5: Add to the end of the last sentence " if delay or the need for acceleration is caused by this Subcontractor."
- 27 General Conditions, Article 8.2.7: In line eleven (11), after the word "requirements" insert the following "if reasonable feasible."
- 28 General Conditions, Article 8.2.7: Add to the end of the paragraph "Subcontractor will attend meetings while on-site and those held two (2) weeks prior to beginning on-site work."
- 29 General Conditions, Article 9.2.1: Add to the end of the paragraph "if the amount of money owed to any of the above is greater than \$25,000.00."
- 30 General Conditions, Article 14.2.1: In line eleven (11) delete the language "have the right, but no the obligation to" and delete the sentence "Subcontractor shall promptly remove... elects not to purchase."
- 31 General Conditions, Article 15.4: Add to the end of the paragraph "Contractor shall provide power with characteristics necessary for installation."
- 32 Supplemental General Conditions, Article 4.3.3: Add to the end of the last sentence "if the premium time requires is caused by this Subcontractor."
- 33 Supplemental General Conditions, Article 6.3.2: Add to the end of the paragraph "Subcontractor will not be responsible for any discrepancies not apparent upon routine inspection."
- 34 Supplemental General Conditions, Article 6.3: Add the following "Article 6.3.8: If Subcontractor's work or property are damaged by Contractor or other subcontractors, Contractor will be responsible for any costs associates with damage."
- 35 Supplemental General Conditions, Article 14.2.1: Delete the language "have the right, but no the obligation to" and the sentence "Subcontractor shall promptly remove... not to purchase."

- 36 Rider B, Section 3: Delete and add the following language "In the event progress payments are not made current, this Subcontractor will be entitled to stop work, without being in breach of contract, until payments are made current. Any monies owed to Subcontractor that has been paid to Contractor must be sent within 20 days of payment or they will be considered late unless there is a specific contract provision that authorizes withholding payment. Absent proof of the date of payment or an authorizing provision, all payments received in excess of 60 days past the date of invoice will be deemed late. Continue on line item#37
- 37 It is the Contractor's responsibility to prove that payment by the Owner has not occurred if more than 60 days have lapsed since the issuance of an invoice by Subcontractor. In the event that payment is deemed late, Subcontractor will be entitled to interest equal to the prime rate calculated per annum and reduced on a pro rata basis. Any interest owed that is less than \$100.00 is waivable at the discretion of the Subcontractor. Notwithstanding any other provision, at the time the equipment is ready to be turned over for acceptance by the Owner, the Subcontractor will be paid up to 90% of the total contract amount."
- 38 Rider B, Section 5: Modify the last sentence to read as follows: "THE OBLIGATIONS OF SUBCONTRACTOR UNDER THE FOREGOING INDEMNIFICATION SHALL APPLY TO ALL MATTERS EXCEPT TO THE EXTENT ARISING FROM THE WILLFUL NEGLIGENCE OR MALICIOUS ACTS OF OMISSIONS OF THE INDEMNITEE, INCLUDING MATTERS CAUSED BY THE ORDINARY NEGLIGENCE OF THE INDEMNITEE."
- 39 Rider C, Item 1(d) and Exhibit E: Modify the additional insured requirement as follows: "Subcontractor will provide additional insured coverage for complete operations for the 1 year free service period in which Contractor (Opus West Construction Corporation and Opus West, L.P.) shall be named insured. Limit to be \$5,000,000.00."
- 40 Rider C, Item 1(d): In addition to the modified additional insured requirements, KONE will provide an Owners and Contractors Protective Liability policy limit to be \$5,000,000.00 and KONE will maintain completed operations coverage an additional three (3) years.
- 41 Rider C, Item 2.1, Third (3rd) Paragraph: Add as clarification "Subcontractor shall be responsible for payment of such deductible in the event of an insured loss to the extent caused in whole or in part by the negligence or fault of Subcontractor."
- 42 Exhibit E, Certificate of Liability Insurance: Delete "Med Exp coverage of \$5,000.00"
- 43 Furnish Payment and Performance bonds in a form and with a surety acceptable to Opus West Construction Corporation.

This Subcontract excludes the following:

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

Description	Planned Start	Planned End	Planned Duration
Shop Drawings			3 weeks
Elevator Manufacturing			16 weeks
Elevator Delivery			1 week
4 Building Elevators - Installation			16 weeks

Schedule Notes

- All work to be performed in accordance with latest project schedule as distributed in weekly subcontractor meetings.
- All four (4) building elevators shall be completely installed in 16 weeks.

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10592.10	Energy Crossing Phase I - Site/Shell/GCs	Elevators	\$605,000.00
Total			\$ 605,000.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Elevators - Subcontract	10592.10-110-14200.00-S	\$605,000.00
Total		\$605,000.00

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 for the duration of the project:

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 for the duration of the project:

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 KONE, Inc. dated 12/20/2007. 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 **KONE, Inc.** dated **12/20/2007**. 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

Change Order Date: 03/06/2008
Change Order #: 1
To Subcontract Agreement dated: 12/20/2007

Elevators
CON-10592.00-17
110/14200

TO: Kone Inc
2101 E. St. Elmo, Bldg. 3, Ste. 315
Austin, TX 78744

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

CHANGE DETAILS

Item	Description	Amount
1	Two (2) EcoSpace Elevators in the Parking Garage - 4 stops each, 150fpm, 2500# each	\$146,000.00
		<u>\$146,000.00</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
10592.10-110-14200.00-S	\$605,000.00	\$0.00	\$605,000.00
10592.11-110-14200.00-S	\$0.00	\$146,000.00	\$146,000.00
	<u>\$605,000.00</u>	<u>\$146,000.00</u>	<u>\$751,000.00</u>

Original Contract Amount.....	\$605,000.00
Previously Approved Change Orders.....	\$0.00
Amount this Change Order.....	\$146,000.00
Contract Amount to Date.....	\$751,000.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Kone Inc

Kristie McFarling
Printed Name

5-13-08
Date

Opus West Construction Corporation

Paul Lembke
Printed Name

5/15/08
Date

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



Opus West Construction Corporation
SUBCONTRACT CHANGE ORDER

Change Order Date: 04/09/2008
Change Order #: 2
To Subcontract Agreement dated: 12/20/2007

Elevators
CON-10592.00-17
110/14200

TO: Kone Inc
2101 E. St. Elmo, Bldg. 3, Ste. 315
Austin, TX 78744

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

CHANGE DETAILS

Item	Description	Amount
1	Provide and install all pit ladders	\$4,670.00
		<u>\$4,670.00</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
10592.10-110-14200.00-S	\$605,000.00	\$4,670.00	\$609,670.00
10592.11-110-14200.00-S	\$146,000.00	\$0.00	\$146,000.00
	<u>\$751,000.00</u>	<u>\$4,670.00</u>	<u>\$755,670.00</u>

Original Contract Amount.....	\$605,000.00
Previously Approved Change Orders.....	\$146,000.00
Amount this Change Order.....	\$4,670.00
Contract Amount to Date.....	\$755,670.00

ACKNOWLEDGEMENT

Please sign and return all original copies

Kone Inc

Opus West Construction Corporation

Kristie McFarling
Printed Name

5-13-08
Date

Paul Lembke
Printed Name

5/15/08
Date

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



NL AFF

200900129863

5 PGS

AFFIDAVIT FOR MECHANIC'S AND MATERIALMAN'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, personally appeared Brian Stell, Credit & Collection Manager, Central of Kone, Inc., who on his/her oath, deposed and stated:

"My name is Brian Stell, Credit & Collection Manager, Central of Kone, Inc., One Kone Court, Moline, IL 61265, hereinafter referred to as "Kone". I have personal knowledge of the facts set forth below and am competent, and I am authorized to make this Affidavit."

"Pursuant to an agreement between Kone and Opus West Construction corporation, 15455 North Dallas Parkway, Ste. 450, Addison, TX 75001, hereinafter referred to as "Opus West", Kone, Inc. provided labor and/or materials for the making of improvements on property described herein. Such labor and/or materials may be generally described as installation of six (6) Monospace elevators and related materials; a more complete description being attached hereto as Exhibit "A", and incorporated herein for all purposes by reference."

"Kone is informed and does believe that the owner or reputed owner of the described property is OPUS West, LP, 15455 North Dallas Parkway, Ste. 450, Addison, TX 75001, hereinafter referred to as "Owner". It is further Kone's information and belief that Kone and /or Opus West is a prime contractor dealing with the Owner on the Project."

"After allowing all just credits and offsets, the amount of \$152,131.69 remains unpaid and is due and owing to Kone pursuant to the agreement with Opus West, and Kone claims a lien on said property to secure the payment of the above amount."

"Kone provided labor and/or materials to the property during July, 2008 through April, 2009. Notice of the debt due Kone was given to Opus West/Owner on October 22, 2008 and May 4, 2009, by certified mail."

"The real property sought to be charged with such lien is described as follows:

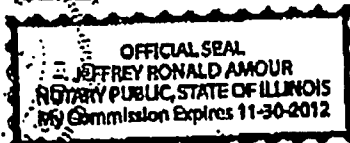
See Exhibit "B" attached hereto and incorporated herein for all purposes by reference as if copied verbatim."

Kone, Inc.

By: Brian Stell
Brian Stell, Credit & Collection Manager, Central

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 5 day of
May, 2009.

[SEAL]



Jeffrey R. Amour
Notary Public, State of Illinois

Return To: Law Offices of Charles E. Wear, Jr., P.C.
1811 W. Park Row
Arlington, Texas 76013

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, personally appeared Brian Stell, Credit & Collection Manager, Central of Kone, Inc., who, upon oath, stated that:

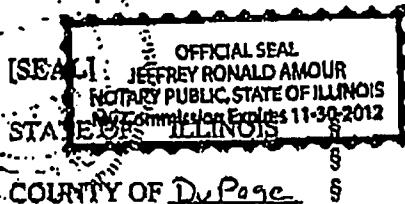
"In accordance with an agreement with Opus West, Kone, Inc. has furnished services and/or materials (installation of six (6) Monospace elevators and related materials) in connection with improvements constructed at Two Addison Circle, 15725 Dallas Parkway, Addison, TX 75001 ("Project")."

"The amount now due and unpaid for such services and/or materials, after allowing for all just and lawful offsets, payments and credits is \$152,131.69, for which claim is hereby made."

Kone, Inc.

By: [Signature]
Brian Stell, Credit & Collection Manager, Central

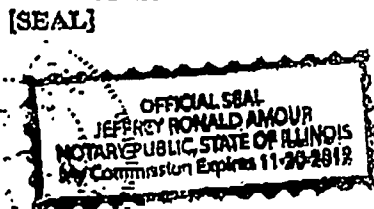
SUBSCRIBED AND SWORN TO BEFORE ME, on this the 5 day of MAY, 2009, to certify which witness my hand and seal of office.



[Signature]
Notary Public, State of Illinois

BEFORE ME, Jeffrey R. Amour, Notary Public in and for said County and State, on this day personally appeared Brian Stell, Credit & Collection Manager, Central, of Kone, Inc., known to me [or proved to me on the oath of _____, or through _____ (description of identity card or other document)], to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5 day of May, 2009.



[Signature]
Notary Public, State of Illinois

[illegible]

Exhibit "A"

Exhibit "B"

Being a tract of land situated in the G.W. FISHER SURVEY, Abstract No. 482, in the Town of Addison, Dallas County, Texas, and being a portion of two tracts of land described as Tract 4 (15.307 acres) and Tract 5 (0.293 of and acre) in instrument to Gaylord Properties, L.P. as recorded in Volume 97211, Page 01264 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds in that certain Special Warranty Deed dated May 14, 2007, from Staubach Assets, Inc. to OPUS West, LP, recorded as Instrument No. 20070175801, Official Public Records of Dallas County, Texas. Said property is also known as 15725 Dallas Parkway, Dallas, Texas.

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

[Signature]
John F. Warren, County Clerk
Dallas County TEXAS

May 07, 2008 09:27:25 AM
FEE: \$32.00

200900129863

INVOICE

Page 1 of 1

Invoice number: 14142902	Area Office: KONE Inc., Federal Tax
Invoice Date: 12/22/08	801 Hammond Ste 400 36 2357423
Customer PO Number:	Coppell TX 75201
KONE Order No: 6016374	PH: 469-549-0581
Billing Type: YPB	FAX: 469-549-0594
Date work performed: 12/31/08	
Bill To: OPUS WEST MGMT CORP 15455 N DALLAS PWY STE 450 ADDISON TX 75001 USA	Location/Project TWO ADDISON CIRCLE 15725 DALLAS PWY ADDISON TX 75001 USA
Payment Terms: Net 30	

NEB/TRB

Current Contract Price:	\$840,826.00
Partial Billing	\$802,923.00
Less 10% Retention	\$80,292.29
	\$722,630.71
Less net Amount previously billed	\$662,825.22
Net amount of this Partial Billing	\$59,805.49
Sales Tax	
Total amount with Sales Tax	\$59,805.49

Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law.

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard or EFT payments

Payer: OPUS WEST MGMT CORP 15455 N DALLAS PWY STE 450 ADDISON TX 75001	Invoice number: 14142902
	Invoice Date: 12/22/08
	Customer Number: 220453
	KONE Order No: 6016374
	Area Office No: U400
	Billing Type: YPB
Remit to: KONE Inc. P.O. BOX 429 MOLINE IL 61266-0429	Amount paid if different than invoice amount: INVOICE AMOUNT: \$59,805.49

Use this address for payments only.
Direct calls and area correspondence to our area office above.

INVOICE

Invoice number: 14147394	Area Office: DALLAS - 400 801 Hammond Ste 400 COPPELL TX 75019 Ph: 469-549-0581 Fax: 469-549-0594	KONE Inc., Federal 36 2357423
Invoice Date: 03/19/2009 Customer PO Number: Two Addison Circle KONE Order No: 6016374 Billing Type: YPB Work Progress up to: 03/31/2009		
Bill To: OPUS WEST MGMT CORP 15455 N DALLAS PWY STE 450 ADDISON TX 75001 USA	Location/Project: TWO ADDISON CIRCLE 15725 DALLAS PWY ADDISON TX 75001 USA	
Payment Terms: Current Month + 20 Days		

NEB/TRB

Current Contract Price:	\$	855,758.01
Partial billing	\$	840,826.00
Less 10.0% Retention		84,082.59
		756,743.41
Less net Amount previously billed		722,630.71
Net amount of this Partial Billing	\$	34,112.70
Sales Tax		0.00
Total amount with Sales Tax	\$	34,112.70

Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard or EFT payments

Payer: OPUS WEST MGMT CORP 15455 N DALLAS PWY STE 450 ADDISON TX 75001 USA	Invoice number: 14147394 Invoice Date: 03/19/2009 Customer Number: 220453 KONE Order No: 6016374 Area Office No: U400 Billing Type: YPB
Remit to: KONE Inc. P. O. BOX 429 MOLINE, IL 61266-0429	Amount paid if different than invoice amount: \$ INVOICE AMOUNT: \$ 34,112.70

001414739400034112707

INVOICE

Page 1 of 1

Invoice number: 14149544 Invoice Date: 5/4/2009 Customer PO Number: KONE Order No: 6016374 Billing Type: YPB Date work performed: 5/31/2009	Area Office: KONE Inc., Federal Tax 801 Hammond Ste 400 36 2357423 Coppell TX 75201 PH: 469-549-0581 FAX: 469-549-0594																
Bill To: OPUS WEST MGMT CORP 15455 N DALLAS PWY STE 450 ADDISON TX 75001 USA	Location/Project TWO ADDISON CIRCLE 15725 DALLAS PWY ADDISON TX 75001 USA																
Payment Terms: Net 30																	
NEB/TRB <table><tr><td>Current Contract Price:</td><td>\$855,758.00</td></tr><tr><td>Partial Billing</td><td>\$855,758.00</td></tr><tr><td>Less 10% Retention</td><td>\$85,575.80</td></tr><tr><td></td><td>\$770,182.20</td></tr><tr><td>Less net Amount previously billed</td><td>\$756,743.40</td></tr><tr><td>Net amount of this Partial Billing</td><td>\$13,438.80</td></tr><tr><td>Sales Tax</td><td></td></tr><tr><td>Total amount with Sales Tax</td><td>\$13,438.80</td></tr></table> <small>Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law.</small>		Current Contract Price:	\$855,758.00	Partial Billing	\$855,758.00	Less 10% Retention	\$85,575.80		\$770,182.20	Less net Amount previously billed	\$756,743.40	Net amount of this Partial Billing	\$13,438.80	Sales Tax		Total amount with Sales Tax	\$13,438.80
Current Contract Price:	\$855,758.00																
Partial Billing	\$855,758.00																
Less 10% Retention	\$85,575.80																
	\$770,182.20																
Less net Amount previously billed	\$756,743.40																
Net amount of this Partial Billing	\$13,438.80																
Sales Tax																	
Total amount with Sales Tax	\$13,438.80																

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard or EFT payments

Payer: OPUS WEST MGMT CORP 15455 N DALLAS PWY STE 450 ADDISON TX 75001	Invoice number: 14149544 Invoice Date: 5/4/2009 Customer Number: 220453 KONE Order No: 6016374 Area Office No: U400 Billing Type: YPB
Remit to: KONE Inc. P.O. BOX 429 MOLINE IL 61266-0429	Amount paid if different than invoice amount: INVOICE AMOUNT: \$13,438.80

INVOICE

Page 1 of 1

Invoice number: 14152594	Area Office: KONE Inc., Federal Tax
Invoice Date: 6/24/2009	801 Hammond Ste 400 36 2357423
Customer PO Number:	Coppell TX 75201
KONE Order No: 6016374	PH: 469-549-0581
Billing Type: YRET	FAX: 469-549-0594
Date work performed: 6/30/2009	
Bill To: OPUS WEST MGMT CORP 15455 N DALLAS PWY STE 450 ADDISON TX 75001	Location/Project TWO ADDISON CIRCLE 15725 DALLAS PWY ADDISON TX 75001 USA
Payment Terms: Current Month	
NEB/TRB	
Current Contract Price: \$855,758.00	
100% Billing	\$855,758.00
Less net Amount previously billed	\$770,182.20
Amount due (Retention withheld)	\$85,575.80
Sales Tax	
Total amount with Sales Tax	\$85,575.80
<small>Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law.</small>	

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard or EFT payments

Payer: OPUS WEST MGMT CORP 15455 N DALLAS PWY STE 450 ADDISON TX 75001	Invoice number: 14152594
	Invoice Date: 6/24/2009
	Customer Number: 220453
	KONE Order No: 6016374
	Area Office No: U400
	Billing Type: YRET
Remit to: KONE Inc. P.O. BOX 429 MOLINE IL 61266-0429	Amount paid if different than invoice amount: INVOICE AMOUNT: \$85,575.80
<small>Use this address for payments only. Direct calls and area correspondence to our area office above.</small>	



Two Addison Circle Spec Office / 10593.00

110/14200 /Elevators

Kone Inc / Sarah Crichton

Contact Phone # 469-549-0581

Contact Fax # 469-549-0594

Payment Terms: Standard

SUBCONTRACT AGREEMENT (Labor and Materials)

This Subcontract Agreement ("Subcontract") is made as of this 25th day of June, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 15455 N. Dallas Parkway - Suite 450, Addison, TX 75001, and Kone Inc ("Subcontractor") with its office located at 801 Hammond Street, Ste. 400, Coppell, TX 75019.

Contractor and Subcontractor agree as follows:

1. Subcontract Documents. The term "Subcontract Documents" is defined in Paragraph 1 of the attached Rider "A".
2. Project. Contractor is providing design and construction-related services to Owner (defined below) in connection with the project generally described as Two Addison Circle Spec Office ("Project"), located at 15725 North Dallas Parkway, Addison, TX 75001 ("Project Site"), and consisting of the total work provided by Contractor under contract documents between Owner and Contractor.
3. Owner. The Owner of the Project is Opus West Corporation ("Owner").
4. Architect/Engineer. The architect and engineers ("Architect/Engineer") of record for the Project are:
Architect of Record: Opus Architects & Engineers, Inc.
Civil Engineer: Pacheco Koch Consulting Engineers
Geotechnical Engineer: Reed Engineering Group Inc
Structural Engineer of Record: Opus Architects & Engineers, Inc.
5. Scope of Work. Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. Schedule. Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 11/07/2008. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. Subcontract Sum. Contractor shall pay Subcontractor the sum of \$ 795,469.00 ("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

Brian Dotolo

CONTRACTOR

Opus West Construction Corporation

By:

Paul Scimbke

(Print Name)

Vice President of Construction, Texas

(Title)

(Date)

SUBCONTRACTOR

Kone Inc

By:

Dennis Gerard
(Print Name) Senior Vice President Central Region

(Title)

(Date)

RIDER A

This Rider A is attached to and made a part of the Subcontract between **OPUS West Construction Corporation and Kone Inc** dated 06/25/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

I. 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 Elevators 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
Tree Protection and Pruning dated December 10, 2007	02231	12/10/2007
Brick Pavers dated December 10, 2007	02783	12/10/2007
Cast-In-Place Concrete System dated 1/8/2008	03300	01/08/2008
Site Cast-In-Place Concrete - Dated 12/10/2007	03301	12/10/2007
Site Concrete Finishes dated December 10, 2007	03346	12/10/2007
Site Stonework dated December , 10 , 2007	04421	12/10/2007
Site Joint Sealant dated 12/10/2007	07921	12/10/2007
Traction Passenger Elevators dated 1/8/2008	14210	01/08/2008
Landscape Irrigation System dated December 10, 2007	02810	12/10/2007
Topsoil dated December, 10, 2007	02911	12/10/2007
Lawns and Grasses dated December , 10 , 2007	02920	12/10/2007
Trees , Shrubs and Ground Clover dated December 10, 2007	02931	12/10/2007
Site Concrete Formwork dated December 10, 2007	03101	12/10/2007
Site Concrete Reinforcing Steel dated December 10, 2007	03201	12/10/2007
Drilled Piers dated 1/8/2008	03251	01/08/2008
Cover Sheet	CS	12/17/2007
Title Sheet & Code Data	T1.1	12/17/2007
Utility Details	C4.3	12/14/2007
Cover Sheet:	C0.1	12/14/2007
Final Plat	C0.2	12/14/2007
Dimensional Control Plan	C1.1	12/14/2007
Grading Plan	C2.1	12/14/2007
Drainage Plan	C3.1	12/14/2007
Storm Drainage Plan	C3.2	12/14/2007
Water & Sanitary Sewer Plan	C4.1	12/14/2007
Utility Profiles	C4.2	12/14/2007
Utility Details	C4.4	12/14/2007
Paving Plan	C5.1	12/14/2007
Paving Details	C5.2	12/14/2007
Erosion Control Plan	C6.1	12/14/2007
Erosion Control Details	C6.2	12/14/2007

Layout and Materials Plan	L1.01	12/17/2007
Layout & Materials Plan Enlargement	L1.02	12/17/2007
Grading Plan	L2.01	12/17/2007
Planting Plan	L3.01	12/17/2007
Irrigation Plan	L4.01	12/17/2007
Details	L5.01	12/17/2007
Details	L5.02	12/17/2007
Details	L5.03	12/17/2007
Details	L5.04	12/17/2007
Site Plan	A1.1	12/17/2007
Level One & Two Floor Plans	A2.1	12/17/2007
Enlarged Floor Plans	A2.10	12/17/2007
Level 03-06 Floor Plans	A2.2	12/17/2007
Penthouse Level Floor Plan & Roof Plan	A2.3	12/17/2007
Enlarged Floor Plans	A2.4	12/17/2007
Enlarged Floor Plans	A2.5	12/17/2007
Enlarged Floor Plans	A2.6	12/17/2007
Enlarged Floor Plans	A2.7	12/17/2007
Enlarged Floor Plan	A2.8	12/17/2007
Enlarged Floor Plans	A2.9	12/17/2007
Exterior Elevations	A3.1	12/17/2007
Exterior Elevations	A3.2	12/17/2007
Enlarged Exterior Elevations	A3.3	12/17/2007
Enlarged Exterior Elevations	A3.4	12/17/2007
Wall Sections	A4.1	12/17/2007
Wall Sections	A4.2	12/17/2007
Stair & Elevator Sections & Details	A4.3	12/17/2007
Section Details	A5.1	12/17/2007
Section Details	A5.2	12/17/2007
Partition Schedule & Details	A6.1	12/17/2007
Door & Hardware Schedules	A6.2	12/17/2007
Interior Elevations	A7.1	12/17/2007
Level One & Two Reflected Ceiling Plans	A9.1	12/17/2007
Level 03-06 Reflected Ceiling Plans	A9.2	12/17/2007
Enlarged Reflected Ceiling Plan	A9.3	12/17/2007
Enlarged Reflected Ceiling Plan	A9.4	12/17/2007
Reflected Ceiling Plans	A9.5	12/17/2007
Fire Resistive Assemblies/Schedule	AC.1	12/17/2007
Fire Resistive Assemblies/Schedule	AC.2	12/17/2007
Fire Resistive Assemblies, Energy Envelope Compliance	AC.3	12/17/2007
Level One & Two Exit Plans	AC.4	12/17/2007

Levels 03-06 Exit Plans	AC.5	12/17/2007
Title Sheet	S1	12/17/2007
Statement of Special Inspections	S1.1	12/17/2007
Sections & Details	S10	12/17/2007
Sections & Details	S11	12/17/2007
Level 1 Foundation Plan	S2	12/17/2007
Level 2 Framing Plan	S3	12/17/2007
Levels 3 Thru 5 Framing Plan	S4	12/17/2007
Levels 4 & 5 Framing Plan	S4.1	12/17/2007
Level 6 Framing Plan	S5	12/17/2007
Roof Framing Plan	S6	12/17/2007
Brace Frames	S7	12/17/2007
Sections & Details	S8	12/17/2007
Sections & Details	S9	12/17/2007
1st Floor Mechanical Plan	M1.01	12/17/2007
2nd Floor Mechanical Plan	M1.02	12/17/2007
3rd Floor Mechanical Plan	M1.03	12/17/2007
4,5,6th Floor Mechanical Plan	M1.04	12/17/2007
Roof and Penthouse Mechanical Plan	M1.05	12/17/2007
Mechanical Riser/Details	M3.01	12/17/2007
Mechanical Hydronic Flow Diagrams	M3.02	12/17/2007
Mechanical Hydronic Details	M3.03	12/17/2007
Mechanical Solutions	M3.04	12/17/2007
Mechanical Schedules	M4.01	12/17/2007
Underfloor Plumbing Plan	P1.00	12/17/2007
First Floor Plumbing Plan	P1.01	12/17/2007
2nd Floor Plumbing Plan	P1.02	12/17/2007
3rd-5th Floor Plumbing Plan	P1.03	12/17/2007
6th Floor Plumbing Plan	P1.04	12/17/2007
Penthouse Floor Plumbing Plan	P1.05	12/17/2007
Roof Plumbing Plan	P1.06	12/17/2007
Plumbing Riser Diagrams	P1.07	12/17/2007
Plumbing Riser Diagrams	P1.08	12/17/2007
Site Electrical Plan	E1.0	12/17/2007
First Floor Lighting Plan	E2.0	12/17/2007
First Floor Power Plan	E2.1	12/17/2007
Second Floor Lighting Plan	E3.0	12/17/2007
Second Floor Power Plan	E3.1	12/17/2007
Third-Fifth Floor Lighting Plan	E4.0	12/17/2007
Third-Fifth Floor Power Plan	E4.1	12/17/2007
Sixth Floor Lighting Plan	E5.0	12/17/2007

Sixth Floor Power Plan	E5.1	12/17/2007
Penthouse Roof Electrical Plan	E6.0	12/17/2007
One-Line Electrical Plan	E7.0	12/17/2007
Panels Electrical Plan	E7.1	12/17/2007
Panels Electrical Plan	E7.2	12/17/2007
Panels Electrical Plan	E7.3	12/17/2007
Details Electrical Plan	E7.4	12/17/2007

Field Bulletins

Date	Number	Name
N/A		

Supplemental Design Documents

Description	Date
Exhibit A - Unconditional Waiver and Release on Progress Payment	06/01/2005
Exhibit B - Unconditional Waiver and Release of Lien Upon Final Payment	06/01/2005
Exhibit C - Subcontract Agreement	06/01/2005
Exhibit D - Subcontractor Application for Payment	06/01/2005
Exhibit E - Certificate of Insurance	06/01/2005
Geotechnical Report by Reed Engineering	08/24/2007
Subcontractor Pre-Award Meeting Minutes Revised on 4/25/2008	04/25/2008
Schedule dated 12/17/2007	12/17/2007
General Conditions of Subcontract	06/01/2005
Supplemental General Conditions of Subcontract (June 2005 - Modified for Texas March 9, 2006)	03/09/2006
Special Conditions of Subcontract	01/07/2008
Subcontractor Prequalification Statement (Modified 2-21-2006)	01/07/2008
Drawing Record & Drawings	12/18/2007

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:

- 01 Provide lien releases from all second tier subcontractors/suppliers.
- 02 Furnish and install KONE MonoSpace Machine-Room-Less Traction Elevators for the office building: Three (3) 3500 lb. capacity, front center opening, 350 fpm; One (1) 4000 lb. capacity, front and rear center opening, 350 fpm.
- 03 Furnish and install KONE EcoSpace Machine-Room-Less Traction Elevators for the parking garage: Two (2) 2500 lb. capacity, side opening, 150 fpm.
- 04 Office elevator cab finishes include: #4 brushed stainless steel for front returns, handrails at rear walls, base and door panel. Custom wall ceiling and floor finishes by others.
- 05 Garage elevator cab finishes include: #4 brushed stainless steel for front returns, all interior walls, handrails at rear walls, #4 stainless steel ceiling with fluorescent lighting, base and door panel. Custom floor finishes by others.
- 06 Provide hoistway beam and pit ladders for installation by others.
- 07 Provide and install guiderails.
- 08 Weld guiderail brackets to Opus furnished tube steel in office building.
- 09 Provide masonry inserts (Installed by mason) for guiderails in the parking garage.
- 10 All elevators to be 480 volt, 3 phase power
- 11 Control room for the garage elevators will be at the top level.
- 12 Location of the equipment for the office elevators will be located in the penthouse above the elevator shafts
- 13 Provide vision panels (6) to be installed by others. Panels to be located at the top level for each elevator shaft.
- 14 Cab heights: 10'-0" for office and 8'-0" in garage
- 15 Door heights: 9'-0" for office and 7'-0" in garage
- 16 Provide security card reader logic for the four (4) office elevator cabs
- 17 Furnish and install "hockey puck" hall indicators for each elevator on each floor of the office.
- 18 Payment and performance bond is included.
- 19 Opus to provide forklift (no operator) to KONE for unloading of their equipment.
- 20 The following items are required prior to Subcontractor beginning installation:
 - A) Adequate access for delivery of elevator material and a dry, protected storage space of no less than 10' x 20' per elevator adjacent to the elevator hoistway;
 - B) The hoistway (3 walls plumb within -0", +2") and pit must be clean, dry, and constructed per the approved contract documents;
 - C) Hoistway to be in accordance with code including pit design and guide rail racket support. The entire front wall (rear wall also on rear opening applications) must be left out during the installation of the elevators. If this is not allowed, due to design issues, Subcontractor will require a rough opening of 8" around all sides of the entrance opening at each stop (clear entrance width + 16" = RO overall width and clear entrance height + 8" = RO of overall height).
 - D) Removable OSHA barricades must be provided around all hoistway openings;
 - E) Permanent or temporary 3-phase and single phase power of permanent characteristics;
 - F) A hoist/safety beam (furnished by KONE) must be installed (by others) in the elevator overhead per the approved KONE final layout drawings;
 - G) Finished floor marks must be visible from the hoistway openings at all landings and adequate lighting will be provided in work areas;
 - H) 2 lifeline attachments will be provided at top of each hoistway capable of withstanding a 5,000 lb. load;
- 29 There is no (internal) Prime Contract associated with this project. The Subcontractor agrees to the terms and conditions that have been made available to it.
- 30 Neither party shall be liable to the other for incidental or consequential damages.
- 31 Liquidated Damages are not applicable to this project.
- 32 General Conditions, Article 4.4.3: Add the following "Subcontractor will be entitled to additional time or costs if the delay in ordering was due to Contractor's failure to make timely and requisite selections."
- 33 General Conditions, Article 4.5.3.1: Add the following "Any use prior to Substantial Completion is contingent upon the execution of a Temporary use Agreement."
- 34 General Conditions, Article 4.5.3.1: Delete the last sentence.
- 35 General Conditions, Article 4.9.1: Delete the second sentence "The superintendent... in it's employ."
- 36 General Conditions, Article 4.11.11: Delete in its entirety and insert the following "Subcontractor will conform the Subcontract Work to the approved drawings. If the field measurements do not allow for installation, then Contractor will work with the appropriate Subcontractors to alter the surrounding Work to allow for installation."
- 37 General Conditions, Article 4.14.2: Add the following "Prior to charging Subcontractor, Contractor will give one (1) business day written notice."
- 38 General Conditions, Article 7.12: Add as clarification "Subcontractor shall comply to the extent it is not in conflict with our agreement with the I.U.E.C." Add "No collective bargaining agreements, project labor agreements, or other such agreements are in force for this project."

- 39 General Conditions, Article 8.2.2: Modify to read as follows "The Subcontractor shall not be liable for damage or delay causes directly or indirectly by embargos, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond Subcontractor's control. Regardless of the type of delay, the subcontractor shall not be liable for consequential damages."
- 40 General Conditions, Article 8.2.5: Add to the end of the last sentence " if delay or the need for acceleration is caused by this Subcontractor."
- 41 General Conditions, Article 8.2.7: In line eleven (11), after the work "requirements" insert the following "if reasonable feasible."
- 42 General Conditions, Article 8.2.7: Add to the end of the paragraph "Subcontractor will attend meetings while on-site and those held two (2) weeks prior to beginning on-site work."
- 43 General Conditions, Article 9.2.1: Add to the end of the paragraph "if the amount of money owed to any of the above is greater than \$25,000.00."
- 44 General Conditions, Article 14.2.1: In line eleven (11) delete the language "have the right, but no the obligation to" and delete the sentence "Subcontractor shall promptly remove... elects not to purchase."
- 45 General Conditions, Article 15.4: Add to the end of the paragraph "Contractor shall provide power with characteristics necessary for installation."
- 46 Supplemental General Conditions, Article 4.3.3: Add to the end of the last sentence "if the premium time requires is caused by this Subcontractor."
- 47 Supplemental General Conditions, Article 6.3.2: Add to the end of the paragraph "Subcontractor will not be responsible for any discrepancies not apparent upon routine inspection."
- 48 Supplemental General Conditions, Article 6.3: Add the following "Article 6.3.8: If Subcontractor's work or property is damaged by Contractor or other subcontractors, Contractor will be responsible for any costs associates with damage."
- 49 Supplemental General Conditions, Article 14.2.1: Delete the language "have the right, but no the obligation to" and the sentence "Subcontractor shall promptly remove... not to purchase."
- 50 Rider B, Section 3: Delete and add the following language "In the event progress payments are not made current, this Subcontractor will be entitled to stop work, without being in breach of contract, until payments are made current. Any monies owed to Subcontractor that has been paid to Contractor must be sent within 20 days of payment or they will be considered late unless ther is a specific contract provision that authorizes withholding payment. Absent proof of the date of payment or an authorizing provision, all payments received in excess of 60 days past the date of invoice will be deemed late. Continued on line item 51.
- 51 It is the Contractor's responsibility to prove that payment b the Owner has not occurred if more than 60 days have lapsed since the issuance of an invoice by Subcontractor. In the event that payment is deemed late, Subcontractor will be entitled to interest equal to the prime rate calculated per anum and reduced on a pro rata basis. Any interest owed that is less than \$100.00 is waivable at the discretion of the Subcontractor. Notwithstanding any other provision, at the time the equipment is ready to be turned over for acceptance by the Owner, the Subcontractor will be paid up to 90% of the total contract amount."
- 52 Rider B, Section 5: Modify the last sentence to read as follows: "THE OBLIGATIONS OF SUBCONTRACTOR UNDER THE FOREGOING INDEMNIFICATION SHALL APPLY TO ALL MATTERS EXCEPT TO THE EXTENT ARISING FROM THE WILLFUL NEGLIGENCE OR MALICIOUS ACTS OF OMISSIONS OF THE INDEMNITEE, INCLUDING MATTERS CAUSED BY THE ORDINARY NEGLIGENCE OF THE INDEMNITEE."
- 53 Rider C, Item 1 (d) and Exhibit E: Modify the additional insured requirement as follows: "Subcontractor will provide additional insured coverage for complete operations for the 1 year free service period in which Contractor (Opus West Construction Corporation and Opus West, L.P.) shall be named insured. Limit to be \$5,000,000.00."
- 54 Rider C, Item 1 (d): In addition to the modified additional insured requirements, KONE will provide an Owners and Contractors Protective Liability policy limit to be \$5,000,000.00 and KONE will maintain completed operations coverage an additional three (3) years.
- 55 Rider C, Item 2.1, Third (3rd) Paragraph: Add as clarification "Subcontractor shall be responsible for payment of such deductible in the event of an insured loss to the extent caused in whole or in part by the negligence or fault of Subcontractor."
- 56 Exhibit E, Certificate of Liability Insurance: Delete "Med Exp coverage of \$5,000.00"

This Subcontract excludes the following:

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

Description	Planned Start	Planned End	Planned Duration
EcoSpace Elevator Submittals: Two (2) days after receipt of subcontract	02/27/2008	02/28/2008	2 calendar days
MonoSpace Elevator Submittals: Fourteen (14) days after receipt of subcontract	02/27/2008	03/11/2008	
Schedule Notes			

1. Fourteen (14) weeks to install the four office elevators. Two crews provided for the duration of the installation with a third crew added after rails are stacked.
2. Seven (7) weeks to install the two garage elevators. Two crew provided for the duration of the installation.
3. Installation duration include balancing and inspections.

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

Subcontract Recap

Sub-Job Number	Sub-Job Name	Name	Rate
10593.01	Two Addison Circle Spec Office	Elevators	\$620,953.00
10593.01	Two Addison Circle Spec Office	Int Finishes	\$8,400.00
10593.02	Two Addison Circle Spec Office - Parking Deck	Elevators	\$166,116.00
Total			\$ 795,469.00

Subcontract Sum Breakdown

Name	Account Code	Amount
Int Finish Allowance 1 - Subcontract	10593.01-F10-18531.00-S	\$8,400.00
Elevators - Subcontract	10593.01-110-14200.00-S	\$620,953.00
Elevators - Subcontract	10593.02-110-14200.00-S	\$166,116.00
Total		\$795,469.00

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 Kone Inc dated 06/25/2008. 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 arising 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 **Kone Inc** dated 06/25/2008. 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 \$10,000.00) 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