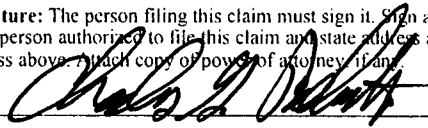



UNITED STATES BANKRUPTCY COURT      NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: Opus West Corporation		Case Number: 09-34356
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Spectra Contract Flooring		<input type="checkbox"/> Check box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known)  Filed on: _____
Name and address where notices should be sent: Sara K. Hollan Jackson Walker L.L.P. 901 Main Street, Suite 6000 Dallas, TX 75202  Telephone number: (214) 953-6000		
Name and address where payment should be sent (if different from above): Rita Carney Spectra Contract Flooring 7425 Pinemont Drive, Suite 500 Houston, Texas 77040  Telephone number: _____		<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.
1. Amount of Claim as of Date Case Filed: \$ <u>7,604.50*</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5. <input checked="" 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. * See Attached		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.
2. Basis for Claim: <u>Unpaid amounts due under subcontract agreement</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days 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: \$ _____
3. Last four digits of any number by which creditor identifies debtor: _____  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>Mechanic's &amp; Materialman's lien on real property</u> Value of Property: \$ <u>Unknown</u> Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <u>7,604.50</u> Basis for Perfection: <u>Filing with County Clerk of Harris County, Texas</u> Amount of Secured Claim: \$ <u>7,604.50</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 of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: <u>11-5-2009</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  _____	FOR COURT USE ONLY  OPUS WEST  00488

RECEIVED  
NOV 09 2009  
BMC GROUP

***In Re Opus West Corporation***  
**In the United States Bankruptcy Court for the Northern District of Texas**  
**Case No. 09-34356**

Prior to July 6, 2009 ("Petition Date") Shaw Contract Flooring Services, Inc. d/b/a Spectra Contract Flooring – Dallas/Fort Worth ("Spectra") provided labor and materials as a subcontractor on Opus West Construction Corporation's Energy Crossing Spec Office project ("Project"). Opus West Corporation ("Debtor") is the owner of the property that was the subject of the Project. The Opus West Construction Corporation and the Debtor failed to pay Spectra for all amounts owing on the Project. As of the Petition Date, the total amount of \$7,604.50 remained due and owing to Spectra in connection with the Project.

Attached hereto and incorporated herein as **Exhibit A** are copies of all documents supporting the amounts owing from Debtor to Spectra.

Spectra's claim is secured by a properly perfected mechanic's, contractor's and materialman's lien pursuant to Chapter 53 of the Texas Property Code.



**SUBCONTRACTOR APPLICATION FOR PAYMENT**

Project Name: Energy Crossing Spec Office Project Number: 10592  
 Subcontractor: Spectra Contract Flooring Date of Application: 4.25.09  
 Supplier #: 1135183 Application Number: 3-Retainage  
 Address: 7425 Pinemont Drive, Suite 500 Houston, TX 77040 Period From: 3/25/09 Period To: 4/25/09  
 Phone: 713.934.7429  
 Remittance Address: OPUS West Construction Corporation  
 Attn: Accounts Payable  
 15455 N. Dallas Parkway, Suite 450  
 Addison, TX 75001

**CONTRACT INFORMATION**

ITEM	SALES TAX \$(if applicable)	TOTAL (\$)
ORIGINAL CONTRACT AMOUNT		\$74,026.00
OPUS APPROVED CHANGE ORDER thru # 3		\$2,019.00
<b>CONTRACT AMOUNT TO DATE TOTAL</b>		<b>\$76,045.00</b>

**APPLICATION INFORMATION**

A Total Completed & Stored to Date \$ 76,045.00  
 B Less Retainage 10 % \$ 0  
 C Total Earned less Retainage (A - B) \$ 76,045.00  
 D Less Previous Billings (previous req's line C) \$ 68,440.50  
 E Current Payment Due (C - D) \$ 7,604.50  
 F Balance to Finish, Plus Retainage (H - A + B) \$ 0  
 G Current Gross Amount Completed This Period \$ 76,045.00

SUBCONTRACTOR: Spectra Contract Flooring Supplier #: 1135183  
 BY: Jami McQueen  
 DATE: 4/25/09

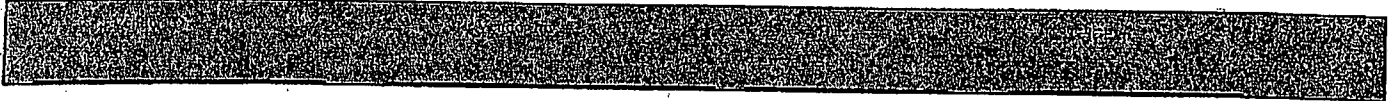
**APPLICATION BREAKDOWN**

THIS SECTION MUST BE COMPLETED IN ORDER FOR THIS PAYMENT TO BE PROCESSED BY OPUS

Account Code	Description	Current Contract Amount	Work Completed		Total Work Complete	Percent Complete	Retainage This Application	Net Payment
			From Previous Application	This Period				
10592.61-F10-09630.00-S	Stone Flooring - Subcontract	\$7,927.00	7,927.00	0	7,927.00	100%	0	7,927.00
10592.61-F10-09680.00-S	Carpet - Subcontract	\$65,979.00	65,979.00	0	65,979.00	100%	0	65,979.00
10592.61-F10-09760.00-S	Stone Counter Tops - Subcontract	\$2,139.00	2,139.00	0	2,139.00	100%	0	2,139.00
	<b>Total</b>	<b>\$76,045.00</b>	<b>76,045.00</b>	<b>0</b>	<b>76,045.00</b>	<b>100%</b>	<b>0</b>	<b>76,045.00</b>

Entered By: \_\_\_\_\_ Accounting Date \_\_\_\_\_ Approved By: \_\_\_\_\_ Project Manager Date \_\_\_\_\_

SHADED AREA FOR OPUS ACCOUNTING USE ONLY



4  
A Rel  
P

STATE OF TEXAS                    §           PARTIAL RELEASE OF  
  §           MECHANIC'S AND  
COUNTY OF HARRIS               §           MATERIALMAN'S LIEN

BEFORE ME, the undersigned authority, personally appeared Charles Robertson, President of Shaw Contract Flooring Services, Inc. d/b/a Spectra Contract Flooring ("Spectra"), and, upon oath, after first being duly sworn, deposed and stated:

1. "My name is Charles Robertson and I am the President of Spectra. In that capacity, I have gained knowledge of the facts set forth below, each of which is true and correct and based upon my personal knowledge. I am competent and authorized to make this affidavit.

2. Spectra is a subcontractor, whose address is 7425 Pinemont Dr., Suite #500, Houston, Texas, 77040.

3. OPUS West Construction Corporation ("Original Contractor") entered into an original contract for construction with Opus West Corporation ("Owner"), the owner or reputed owner of the Property located at 15021 Katy Freeway, Houston, Texas 77094 and more particularly described as Res A BLK 1, Energy Crossing, and more fully described in Exhibit A, attached hereto. ("Property").

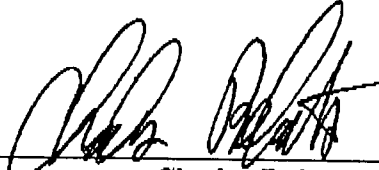
4. Spectra entered into a Subcontract with Original Contractor to perform labor and supply materials on the Project ("Subcontract"). Pursuant to the Subcontract, Spectra performed labor and supplied materials in connection with the construction of improvements to the property which can be generally described as flooring and counter work, including labor and materials for carpet, stone flooring, and stone countertops.

5. Spectra filed an affidavit for mechanic's and materialman's lien in the amount of \$76,045.00. on May 15, 2000, recorded under Instrument No. 20090207150 of the Real Property Records of Harris County, Texas.

6. Spectra acknowledges a partial payment subsequent to the filing of the above-referenced lien affidavit in the amount of \$68,440.50.

7. Spectra's mechanic's and materialman's lien is hereby partially released in the amount of \$68,440.50. Accordingly, the amount of the lien is now \$7,604.22"

Signed this 23<sup>rd</sup> day of June, 2009.

By:   
Charles Robertson,  
President, Shaw Contract Flooring Services, Inc.  
d/b/a Spectra Contract Flooring

(2)  
llw  
llw

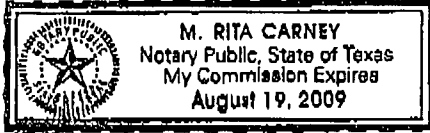
202

FILED

2009 JUN 25 PM 4:09

Beverly S. King  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

SUBSCRIBED AND SWORN TO by the said Charles G. Robertson on this  
the 27<sup>th</sup> day of June, 2009 to certify which witness my hand and seal of office.



M. Rita Carney  
Notary Public, State of Texas  
M. Rita Carney  
(typed or printed name of notary)

My Commission Expires:

August 19, 2009

After recording, return to:

*N*  
Sara Hollan  
Jackson Walker L.L.P.  
901 Main Street, suite 6000  
Dallas, Texas 75202

EXHIBIT "A"

16.898 ACRES  
736,065 SQUARE FEET  
DAVID MIDDLETON SURVEY  
ABSTRACT 535  
HARRIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 16.898 acre (736,065 square feet) tract of land located in the David Middleton Survey, Abstract Number 535, Harris County, Texas, said 16.898 acre tract of land being all of a called 12.000 acre tract described deed to KT6-A Corporation, recorded under Harris County Clerk's File Number (H.C.C.F. No.) J299042, and all of a called 4.982 acre tract described in deed to KT6-B in H.C.C.F. No. J299040, said 16.898 acre tract being more particularly described by metes and bounds as follows (The bearings described herein are based on the western line of said called 4.982 acre tract):

BEGINNING at a 1/2-inch iron rod found at the southern corner of said called 12.000 acre tract, being the southwest corner of a called 3.98212 acre tract described in deed to M. Hassan Kazemini and Mohammad Ali Mollaei Mehrjerdi, recorded under H.C.C.F. No. J515174, and being on a northwest line of Barker Reservoir:

THENCE, North  $47^{\circ} 32' 58''$  West, along the common line of said called 12.000 acre tract and said Barker Reservoir, and the common line of aforesaid called 4.982 acre tract and said Barker Reservoir, a distance of 831.58 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an interior corner of the herein described tract, from which a U.S. Corps of Engineers disk set in concrete bears South  $33^{\circ} 30' 46''$  East, a distance of 1.82 feet;

THENCE, South  $88^{\circ} 27' 00''$  West, continuing along the common line of said 4.982 acre tract and said Barker Reservoir, a distance of 421.62 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking the southwest corner of the herein described tract;

THENCE, North  $01^{\circ} 23' 09''$  West, at a distance of 60.00 feet passing a 5/8-inch iron rod found marking the southeast corner of a called 1.4014 acre tract described in deed to Nasy Lodging Group, Inc., recorded under H.C.C.F. No. U600708, and continuing for a total distance of 490.91 feet to an "X" set in concrete and marking the northwest corner of the herein described tract and the northeast corner of said called 1.4014 acre tract, and being in the southerly Right-of-Way line of Interstate Highway 10 (width varies);

THENCE, South  $87^{\circ} 21' 06''$  East, along said southerly Right-of-Way line of Interstate Highway 10, a distance of 132.02 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set;

THENCE, continuing along said southerly Right-of-Way line in a easterly direction, along the arc of a curve to the left, having a radius of 5,769.58 feet, a central angle of  $04^{\circ} 00' 00''$  (chord bears, South  $89^{\circ} 21' 06''$

East, 402.71 feet) and an arc distance of 402.79 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set marking an interior corner of the herein described tract;

THENCE, North  $88^{\circ} 38' 54''$  East, continuing along said southerly Right-of-Way line, a distance of 486.55 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and

marking the most northerly northeast corner of the herein described tract, being the northwest corner of a called 2.5391 acre tract described in deed to Motel 6-Site No. 1139 recorded under Volume 350, Page 30 of the Harris County Map Records;

THENCE, South 01° 26' 15" East, continuing along the common line of said called 12.000 acre tract and said called 2.5391 acre tract, a distance of 535.31 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an interior corner of the herein described tract, being the southwest corner of said called 2.5391 acre tract;

THENCE, North 88° 35' 13" East, along the common line of said called 12.000 acre tract and said called 2.5391 acre tract, a distance of 414.78 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking the most easterly northeast corner of the herein described tract, being on the westerly Right-of-Way line of State Highway 6 (width varies);

THENCE, South 02° 25' 44" East, along said westerly Right-of-Way line, a distance of 89.65 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an exterior corner of the herein described tract;

THENCE, North 47° 01' 45" West, continuing along said westerly Right-of-Way line, a distance of 14.27 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an interior corner of the herein described tract;

THENCE, South 88° 36' 30" West, continuing along said westerly Right-of-way line, a distance of 55.30 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an interior corner of the herein described tract;

THENCE, South 47° 40' 00" East, continuing along said westerly Right-of-Way line, a distance of 59.14 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an exterior corner of the herein described tract;

THENCE, South 02° 40' 00" East, continuing along said westerly Right-of-Way line, a distance of 88.14 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an exterior corner of the herein described tract, being the northeast corner of aforesaid 3.98212 acre tract;

THENCE, South 88° 41' 35" West, along the common line of aforesaid 12.000 acre tract and said 3.98212 acre tract, a distance of 395.65 feet, to a 1/2-inch iron rod found and marking an interior corner of the herein described tract, being the northwest corner of said 3.98212 acre tract;

THENCE, South 01° 26' 53" East, continuing along said common line, a distance of 298.55 feet, to the POINT OF BEGINNING and containing a computed area of 16.898 acres (736,065 square feet) of land as depicted on the ALTA/ACSM Land Title Survey dated: May 3, 2007, prepared by West Belt Surveying, Inc., Project No. S546-0064A

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

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stated herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUN 25 2009



*Dorely B. Kaufman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

Exhibit "A" - Pa  
551289Bv.1 131802/P98318

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

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

MAY 15 2009



*Dorely B. Kaufman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS



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

Change Order Date: 03/20/2009

Change Order #: 3

To Subcontract Agreement dated: 12/09/2008

KBC TI - Flooring

CON-10592.00-35

09680/09630/09760

TO: Spectra Contract Flooring  
 7425 Pinemont Drive, Suite 500  
 Houston, TX 77040

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

**CHANGE DETAILS**

Item	Description	Amount
1	Change grout at KBC reception area	\$302.00
		<u>\$302.00</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
10592.61-F10-09630.00-S	\$7,625.00	\$302.00	\$7,927.00
10592.61-F10-09680.00-S	\$65,979.00	\$0.00	\$65,979.00
10592.61-F10-09760.00-S	\$2,139.00	\$0.00	\$2,139.00
	<u>\$75,743.00</u>	<u>\$302.00</u>	<u>\$76,045.00</u>

Original Contract Amount.....	\$74,026.00
Previously Approved Change Orders.....	\$1,717.00
Amount this Change Order.....	\$302.00
<b>Contract Amount to Date.....</b>	<b>\$76,045.00</b>

**ACKNOWLEDGEMENT**

Please sign and return all original copies

Spectra Contract Flooring

OPUS West Construction Corporation

Rita Carney 4/16/09

Monek' Smith

Printed Name: Rita Carney Date: 4/16/09

Printed Name: Monek' Smith Date: 04.20.09

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

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



Field 4/21/09







Energy Crossing Spec Office / 10592.00  
 09680/09630/09760 /KBC TI - Flooring  
 Spectra Contract Flooring / Jared Robertson  
 Contact Phone # 713.934.7429  
 Contact Fax # 713.934.7216  
 Payment Terms: Standard

**SUBCONTRACT AGREEMENT (Labor and Materials)**

This Subcontract Agreement ("Subcontract") is made as of this 09th day of December, 2008, by and between OPUS West Construction Corporation ("Contractor"), with its office located at 15455 N. Dallas Parkway, Suite 450, Addison, TX 75001, and Spectra Contract Flooring ("Subcontractor") with its office located at 7425 Pinemont Drive, Suite 500, Houston, TX 77040.

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 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.
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
Civil Engineer:	Kimley-Horn and Associates, Inc.
Geotechnical Engineer:	Tetracon Consultants Inc
Structural Engineer of Record:	Opus Architects & Engineers
5. **Scope of Work.** Subcontractor's scope of work for the Project is described in the attached Rider "A" and is defined therein as the Work.
6. **Schedule.** Time is of the essence. Accordingly, all time limits and requirements for completion set forth in the Subcontract Documents, including any intermediate milestones (collectively referred to in the Subcontract Documents as the "Schedule"), are of the essence of this Subcontract. Subcontractor shall begin its Work as soon as the Project is ready for the Work or within three (3) calendar days after being notified orally or in writing to proceed by Contractor. The Substantial Completion of the Work (defined in the General Conditions of Subcontract) shall be achieved as required by job progress, so as to allow the entire Project to be substantially completed on or before 01/30/2009. Subcontractor shall conform to all progress and schedule requirements of the Subcontract Documents and as directed by Contractor's project manager, and must achieve the milestones (if any) as described in the attached Rider "A".
7. **Subcontract Sum.** Contractor shall pay Subcontractor the sum of \$ 74,026.00 ("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 \_\_\_\_\_

Monek' Smith

**CONTRACTOR**  
 Opus West Construction Corporation

By: \_\_\_\_\_

Paul Lembke

(Print Name)

Vice President of Construction, Texas

(Title)

(Date)

**SUBCONTRACTOR**  
 Spectra Contract Flooring

By: \_\_\_\_\_

**Charles G. Robertson, President**

(Print Name)

(Title)

December 23, 2008

(Date)

## RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Spectra Contract Flooring dated 12/09/2008. All capitalized terms used, but not defined in this Rider "A" have the meaning ascribed to them in the Subcontract.

**Work/Subcontract Documents.**

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

Drawings and Specifications

Description	Number	Last Revision
Project Spec Book dated 7/15/2008		07/15/2008
Cover Sheet	CS	04/24/2008
Cover Sheet - Garage	CS	03/26/2008
Title Sheet	T1	04/24/2008
Title Sheet - Garage	T1	03/26/2008
Sections - Garage	A4.3	03/26/2008
Details - Garage	A5.1	05/02/2008
Cover Sheet	C0.0	04/15/2008
General Notes	C1.0	04/15/2008
Construction Detail	C10.0	04/15/2008
Construction Detail	C10.1	04/15/2008
Outfall and Interceptor Structure Details	C10.2	04/15/2008
Overall Site Plan	C2.0	04/15/2008
Erosion Control Plan	C3.0	04/15/2008
Erosion Control Plan - Detention Pond	C3.1	04/15/2008
Erosion Control Details	C3.2	04/15/2008
Dimension Control Plan	C4.0	04/15/2008
Dimension Control Plan	C4.1	04/15/2008
Grading Plan	C5.0	05/15/2008
Grading Plan	C5.0	04/15/2008
Detention Pond Plan	C5.1	04/15/2008
Detention Pond Cross Sections	C5.2	04/15/2008
Drainage Area map	C8.0	04/15/2008
Storm Sewer Plan	C7.0	04/15/2008
Utility Plan	C8.0	04/15/2008
SWQMP Site Plan	C8.1	04/15/2008
Paving, Striping and Signage Plan	C9.0	04/15/2008
Paving, Striping and Signage Details	C9.1	04/15/2008
Plan Details	A5.2	04/24/2008
Landscape Plan	L1.0	04/15/2008
Landscape Details	L1.1	04/15/2008

Partition Types and Details - KBC TI	A1.1	10/31/2008
Architectural Site Plan	A1.1	04/24/2008
Demolition Plan & Notes - KBC TI	A2.1	10/31/2008
Floor Plan - Level 1	A2.1	04/24/2008
Architectural Plan, Notes & Schedules - KBC TI	A2.2	10/31/2008
Floor Plan - Level 2	A2.2	04/24/2008
Finish Plan, Notes & Schedule - KBC TI	A2.3	10/31/2008
Floor Plan - Level 3-5	A2.3	04/24/2008
Reflected Ceiling Plan & Notes - KBC TI	A2.4	10/31/2008
Floor Plan - Level 6	A2.4	04/24/2008
Roof Plan	A2.5	11/12/2008
Enlarged Floor Plans	A2.6	09/05/2008
Gate Layouts - Garage	A2.6	07/11/2008
Interior & Millwork Elevations - KBC TI	A3.1	10/31/2008
Exterior Elevations - North & South	A3.1	04/24/2008
Interior & Millwork Elev. & Sections - KBC TI	A3.2	10/31/2008
Exterior Elevations - East & West	A3.2	04/24/2008
Enlarged Elevations	A3.3	04/24/2008
Sections	A4.1	04/24/2008
Stair & Elevator Sections	A4.3	04/24/2008
Stair & Elevator Sections	A4.4	04/24/2008
Plan Details	A5.1	09/05/2008
Energy Crossing	A5.5	09/05/2008
Section Details	A5.6	04/24/2008
Partition Types and Details	A6.1	04/24/2008
Interior Elevations	A7.1	09/05/2008
Interior Elevations	A7.2	09/05/2008
Interior Details	A8.1	09/05/2008
Reflected Ceiling Plan	A9.1	11/12/2008
Reflected Ceiling Plan	A9.2	09/05/2008
Toilet Partition Framing	AB03	06/21/2008
Canopy Framing	AB04	08/05/2008
Code Data, Life Safety Plans	AC1.1	04/24/2008
Fire Assembly Details	AC1.2	04/24/2008
Fire Assembly Details	AC1.3	04/24/2008
Interior Finishes	ID1.0	07/11/2008
Enlarged Floor Pattern Plans	ID1.1	09/05/2008
Plumbing Buildout - KBC TI	P2.6	10/31/2008
Architectural Site Plan - Garage	A1.1	03/26/2008
Garage - Floor Plan Level 1	A2-1	07/11/2008
Garage - Floor Plan Level 2	A2-2	03/26/2008

Garage - Floor Plan Level 3	A2-3	03/26/2008
Garage - Floor Plan Level 4	A2-4	03/26/2008
Garage - Enlarged Floor Plans	A2-5	03/26/2008
Garage - Exterior Elevations	A3-1	03/26/2008
Garage - Enlarged Elevations	A3-2	03/26/2008
Garage - Sections	A4-1	03/26/2008
Garage - Sections	A4-2	03/26/2008
Code Data, Life Safety Plans - Garage	AC1.1	07/11/2008
Title Sheet	S1	05/08/2008
Sections and Details	S10	04/24/2008
Sections and Details	S11	04/24/2008
Foundation Plan	S2	04/24/2008
Level 2 Framing Plan	S3	04/24/2008
Level 3, 4 & 5	S4.1	04/24/2008
Level 6 Framing Plan	S4.2	04/24/2008
Roof Framing Plan	S5	05/08/2008
Schedules and Details	S6	05/08/2008
Sections and Details	S7	04/24/2008
Sections and Details	S8	04/24/2008
Sections and Details	S9	04/24/2008
Revised Slab Edge Dimensions	SB01	05/30/2008
Garage Elevator Steel	SB03	07/22/2008
Tieback Anchors	SB03	07/03/2008
Joist Kickers	SB04	07/29/2008
Mechanical Plan - KBC TI	M.40	10/16/2008
1st Floor Plan	M1.0	04/15/2008
2nd Floor Plan	M2.0	04/15/2008
Typical Floors 3,4 & 5 Plan	M3.0	04/15/2008
6th Floor Plan	M4.0	04/15/2008
Roof Plan	M5.0	04/15/2008
Details and Schedules	M6.0	04/15/2008
First Floor Garage	MG1.0	04/15/2008
Plumbing Underground	P2.0	04/15/2008
Plumbing Level 1	P2.1	04/15/2008
Plumbing Level 2	P2.2	04/15/2008
Plumbing Level Three to Level Five	P2.3	04/15/2008
Plumbing Level 6	P2.4	04/15/2008
Plumbing Roof Level	P2.5	04/15/2008
Plumbing Details	P3.0	01/11/2008
Plumbing Riser Diagram	P3.1	04/15/2008
Plumbing Details	P3.2	02/06/2008

Garage Plumbing Under Floor	GP2.0	02/19/2008
Garage Plumbing First Floor	GP2.1	02/19/2008
Garage Plumbing Second Level	GP2.2	02/19/2008
Garage Plumbing Third Level	GP2.3	02/19/2008
Garage Plumbing Roof Level	GP2.4	02/19/2008
Garage Plumbing Riser Diagram	GP3.1	02/19/2008
Lighting Plan & Notes - KBC TI	E1.0	10/31/2008
Electrical Underground Site Plan	E1.00	11/14/2008
Power/Comm. Plan & Notes - KBC TI	E2.0	10/21/2008
Level 1 Power Plan	E2.01	11/14/2008
Level 2 Power Plan	E2.02	11/14/2008
Level 3 Power Plan	E2.03	11/14/2008
Level 4 Power Plan	E2.04	11/14/2008
Level 5 Power Plan	E2.05	11/14/2008
Level 6 Power Plan	E2.06	11/14/2008
Roof Power Plan & Lighting Plan	E2.07	11/14/2008
Mechanical Power Plan & Notes - KBC TI	E3.0	10/21/2008
Level 1 Lighting Plan	E3.01	11/14/2008
Level 2 Lighting Plan	E3.02	11/14/2008
Level 3 Lighting Plan	E3.03	11/14/2008
Level 4 Lighting Plan	E3.04	11/14/2008
Level 5 Lighting Plan	E3.05	11/14/2008
Level 6 Lighting Plan	E3.06	11/14/2008
Electrical Schedules & One-Line - KBC TI	E4.0	10/21/2008
Pnl Schedules - 1,2, House & Roof	E4.01	11/14/2008
Pnl Schedules - 3 & 4	E4.02	11/14/2008
Pnl Schedules - 5 & 6	E4.03	11/14/2008
HVAC Pnl Schedule & Fixed Schedule	E4.04	11/14/2008
Electrical Distribution Plan	E5.01	11/14/2008
Level 1 Garage	E1.01	03/26/2008
Level 2 Garage	E1.02	03/26/2008
Level 3 Garage	E1.03	03/26/2008
Schedules & One Line	E1.05	04/18/2008
Title Sheet	P-1 of 7	02/07/2008
Public Utility General Notes	P-2 of 7	12/06/2007
Overall Site Plan	P-3 of 7	12/06/2007
Public Utility Plan & Profile	P-4 of 7	12/06/2007
Public Utility Plan and Profile	P4A of 7	02/07/2008
Public Utility Plan & Profile	P-5 of 7	04/23/2008
Construction Details	P-6 of 7	12/06/2007
Traffic Control Plan Driveway Construction	P-7 of 7	12/06/2007

Express Review Sheet	C0.1	11/19/2007
Site Details	A1.2	05/16/2008
Enlarged Floor Plans	A2.7	09/05/2008
Enlarged Floor Plans	A2.8	04/24/2008
Level 4 Garage	E1.04	03/26/2008
First Floor Fire Alarm Plan	FA1.1	04/23/2008
Second Floor Fire Alarm Plan	FA1.2	04/23/2008
Third-Fifth Floor Fire Alarm Plan	FA1.3	04/23/2008
Sixth Floor Fire Alarm Plan	FA1.4	04/23/2008
First Floor Fire Alarm Plan	FA1.5	04/23/2008
Typical Level Framing Plan - Garage	PC01	03/28/2008
Fire Protection - Site Plan	Sheet 1 of 8	03/28/2008
Fire Protection - Level 1 Bldg & Garage	Sheet 2 of 8	03/28/2008
Fire Protection - Level 2 & 3	Sheet 3 of 8	03/28/2008
Fire Protection - Levels 4 & 5	Sheet 4 of 8	03/28/2008
Fire Protection - Level 6 & Roof	Sheet 5 of 8	02/08/2008
Fire Protection - Garage Level 2 & 3	Sheet 6 of 8	03/28/2008
Fire Protection - Garage Level 4 & SP	Sheet 7 of 8	03/28/2008
Fire Protection - Details	Sheet 8 of 8	03/28/2008
Precast - Partial Elevations	PC01	12/12/2007
Precast - Details - Garage	PC02	03/28/2008
Precast - Details	PC02	12/12/2007
Precast - Details - Garage	PC03	03/28/2008
Precast - Details	PC03	12/12/2007
Precast - Details - Garage	PC04	03/28/2008

Field Bulletins

Date	Number	Name
N/A		

**Supplemental Design Documents**

Description	Date
General Conditions of Subcontract - Division I - June 2005	06/01/2005
Sample Subcontract	06/01/2005
Supplemental General Conditions of Subcontract - Modified for Texas - March 9, 2006	03/09/2006
Special Conditions of Subcontract	06/01/2005
Exhibit A - Lien Waivers (Pages I - IV)	06/01/2005
Exhibit B - Sample Subcontractor Application for Payment (Pages I - II)	06/01/2005
Exhibit C - Certificate of Insurance Sample	06/01/2005
Subcontractor Prequalification Statement	02/21/2006
Instructions to Bidders	11/06/2008
Bid Forms (Millwork, Interior Glass, Doors & Hardware, Drywall & Acoustical, Flooring, Paint & Wallcovering, Specialties)	11/06/2008
Outline Specifications	11/06/2008
Building Standards (On CD)	11/06/2008
Drawing Log	11/06/2008
Drawings (On CD)	11/06/2008

**Other Documents**

N/A

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

**Modifications and Clarifications**

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

- 1 Provide lien releases for all second and third tier subcontractors/suppliers.
- 2 Includes providing and installation of flooring as shown on drawings date 10/31/08.
- 3 Includes carpet, vinyl flooring, static control flooring, stone flooring, rubber base, floor prep and attic stock.

This Subcontract excludes the following:

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

N/A

**Schedule Notes**

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

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

**Subcontract Recap**

Sub-Job Number	Sub-Job Name	Name	Rate
10592.61	Energy Crossing Phase I - KBC Tenant Interiors	Carpet	\$64,262.00
10592.61	Energy Crossing Phase I - KBC Tenant Interiors	Stone Flooring	\$7,625.00
10592.61	Energy Crossing Phase I - KBC Tenant Interiors	Stone Counter Tops	\$2,139.00
<b>Total</b>			<b>\$ 74,026.00</b>

**Subcontract Sum Breakdown**

<u>Name</u>	<u>Account Code</u>	<u>Amount</u>
Stone Flooring - Subcontract	10592.61-F10-09630.00-S	\$7,625.00
Carpet - Subcontract	10592.61-F10-09680.00-S	\$64,262.00
Stone Counter Tops - Subcontract	10592.61-F10-09760.00-S	\$2,139.00
	<b>Total</b>	<b>\$74,026.00</b>

**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**

<u>Line Number</u>	<u>Name</u>	<u>Amount</u>
1	Hoisting	\$ 4,800.00

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 Spectra Contract Flooring dated 12/09/2008. All capitalized terms used but not defined in this Rider B have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable. To the extent of any conflict between the provisions of this Rider B and the provisions of any other Subcontract Document, this Rider B shall be controlling.

**Section 1. Licensing.**

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

**Section 2. Change Orders.**

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

**Section 3. Pay When and If Paid.**

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

**Section 4. Title to Work.**

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

**Section 5. Indemnification.**

(a) Subject to Subsections (b) and (c) below, Subcontractor will defend, indemnify and hold harmless Contractor, Owner and Architect/Engineer, and their respective officers, directors, partners, members, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, demands, obligations, actions, causes of action, damages, costs, losses, liabilities and expenses (including, without limitation, attorneys' fees and costs and other litigation, mediation, arbitration, or dispute resolution expenses), arising from or in any way connected with Subcontractor's performance or non-performance of this Subcontract (all of the foregoing being referred to as "Claims"). Any such defense of an Indemnitee will be provided by Subcontractor by legal counsel reasonably satisfactory to such Indemnitee. Subject to Subsections (b) and (c) below, Subcontractor's obligations to defend and indemnify (i) include (without limitation) all Claims, whether occurring before, during or after the performance of this Subcontract, which arise from or relate to the activities, products, actions or omissions of Subcontractor, its Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (collectively, the "Subcontractor Parties"); (ii) shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or any Subcontractor Party under workers' or workman's compensation acts, disability acts, other employee benefits acts, or any insurance required to be carried by Subcontractor under the Subcontract Documents; and (iii) specifically and expressly include (without limitation) any Claims caused in part by the negligence (whether active or passive) or other misconduct of any Indemnitee. Subcontractor's failure to procure specific contractual liability and other types of insurance for the benefit of any Indemnitee, as required under the Subcontract Documents, will not render the foregoing provisions unenforceable under any applicable law. **THE OBLIGATIONS OF SUBCONTRACTOR UNDER THE FOREGOING INDEMNIFICATION SHALL APPLY TO ALL MATTERS EXCEPT THOSE ARISING SOLELY FROM THE WILLFUL NEGLIGENCE OR MALICIOUS ACTS OR OMISSIONS OF THE INDEMNITEE, INCLUDING MATTERS CAUSED BY THE ORDINARY NEGLIGENCE OF THE INDEMNITEE.**

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

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

**Section 6. Payments Withheld.**

Notwithstanding anything to the contrary in this Subcontract, Contractor shall retain ten percent (10%) of the entire Subcontract Sum until thirty (30) days following Final Completion of the entire Project by withholding ten percent (10%) of each progress payment.

**Section 7. Payment Bond.**

Any payment bonds required by Contractor under this Subcontract will fully comply with all requirements of Section 53.201 et. seq. of the Texas Property Code.

**Section 8. Limitations.**

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

**END OF RIDER B**

## RIDER C

This Rider C is attached to and made a part of the Subcontract between OPUS West Construction Corporation, and Spectra Contract Flooring dated 12/09/2008. All capitalized terms used but not defined in this Rider "C" have the meaning ascribed to them in the Subcontract or General Conditions of Subcontract, as applicable.

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

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

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

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

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

2 Contractor's Builder's Risk Insurance.

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

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

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

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

END OF RIDER C



JACKSON WALKER L.L.P.  
ATTORNEYS & COUNSELORS

Terri K. Salter  
(214) 953-5976 (Direct Dial)  
tsalter@jw.com

November 6, 2009

Via FedEx

Opus West Corporation, et al  
c/o BMC Group  
18750 Lake Drive East  
Chanhassen, MN 55317

Re: *In re Opus West Corporation, et al.*, Case No. 09-34356, Jointly Administered,  
pending in the United States Bankruptcy Court for the Northern District of Texas,  
Dallas Division

Ladies and Gentlemen:

Enclosed for filing please find an original and one copy of the following:

1. Proof of Claim of Spectra Contract Flooring to be filed in the Opus West Corporation bankruptcy case, Case No. 09-34356; and
2. Proof of Claim of Spectra Contract Flooring to be filed in the Opus West Construction Corporation bankruptcy case, Case No. 09-34360.

Please file the original of each claim and return file-marked copies to us in the self-addressed, postage prepaid envelope enclosed for your convenience.

Please do not hesitate to contact me should you have any questions.

Very truly yours,

Terri K. Salter  
Paralegal

Enclosure