

UNITED STATES BANKRUPTCY COURT

Northern District of Texas

PROOF OF CLAIM

Name of Debtor:
In re 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):
Coreslab Structures (Texas) Inc.

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
Coreslab Structures (Texas) Inc.
15455 Dallas N. Parkway #450, Addison, TX 75001

RECEIVED
NOV 09 2009
BMC GROUP

Court Claim Number: _____
(If known)

Telephone number:
(214) 250-0755

Filed on 11-5-2009

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

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.

Telephone number:

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 482,032.40

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

Specify the priority of the claim.

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

2. Basis for Claim: precast concrete work
(See instruction #2 on reverse side.)

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)

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.)

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

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

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).

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Describe:

Value of Property: \$ _____ Annual Interest Rate: _____ %

Amount of arrearage and other charges as of time case filed included in secured claim.

If any: \$ _____ Basis for perfection: Mechanic's lien

Amount of Secured Claim: \$ 482,032.40 Amount Unsecured: \$ _____

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

Other - Specify applicable paragraph of 11 U.S.C. §507 (a) _____

Amount entitled to priority:

\$ _____

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

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:

Date: 11-9-2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Marty R. Gehlein
Marty R. Gehlein, VP General Mgr.

FOR COURT USE ONLY



ANN Y. RIDDEL

Attorney at Law

P. O. Box 1912

Austin, Texas 78767-1912

(512) 478-2588 Telephone

(512) 478-4456 Telecopier

May 13, 2009

CERTIFIED MAIL NO. 7008 1300 0000 9083 8267
RETURN RECEIPT REQUESTED

OPUS WEST LP
2555 E. Camelback Rd. #800
Phoenix, AZ 85016

Re: NOTICE OF RETAINAGE LIEN
Project: Energy Crossing Office Building and Garage, Energy Crossing, 15021 Katy Freeway, Houston, Texas

Dear Sir or Madame:

My client, CORESLAB STRUCTURES (TEXAS) INC., furnished labor and/or material to OPUS WEST CONSTRUCTION CORP., the original contractor on the referenced project.


CORESLAB STRUCTURES (TEXAS) INC. is owed \$482,032.40. which amount is retainage withheld for work performed and/or material furnished to OPUS WEST CONSTRUCTION CORP.

If this claim remains unpaid, you may be personally liable and your property subjected to a lien unless you withhold payment from the Contractor for the payment of this claim or unless this claim is otherwise paid or settled.

Enclosed is a copy of a Mechanic's and Materialman's Lien Affidavit, the original of which has been filed with the County Clerk's Office. Also enclosed is a copy of each applicable invoice.

Pursuant to the Texas Property Code, demand for payment is hereby made upon you, as the owner, and OPUS WEST CONSTRUCTION CORP., the original contractor.

Sincerely,



Ann Y. Riddel

RECEIVED

MAY 14 2009

CORESLAB

NOTICE OF RETAINAGE LIEN

May 13, 2009

Page 2

Enclosures: Invoice(s)
Affidavit

cc: CERTIFIED MAIL NO. 7008 1300 0000 9083 8328
RETURN RECEIPT REQUESTED

OPUS WEST CONSTRUCTION CORP.
15455 Dallas N. Parkway #450
Addison, TX 75001
w/enclosures

Client w/ enclosures

THE STATE OF TEXAS
COUNTY OF HARRIS

LIEN AFFIDAVIT AND CLAIM
FOR RETAINAGE

I, MONTY OEHRLEIN the undersigned affiant, V.P./GENERAL MANAGER of CORESLAB STRUCTURES (TEXAS) INC., "Claimant", having furnished material and/or performed labor to improve the real property herein described, make this Affidavit for the purpose of perfecting a lien on said real property and improvements, and on oath make the following statements:

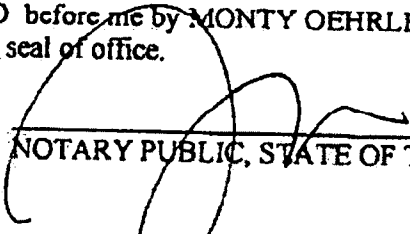
1. "My name is MONTY OEHRLEIN, and I am the V.P./GENERAL MANAGER of CORESLAB STRUCTURES (TEXAS) INC., with offices at 15916 Anderson Mill Rd., Cedar Park, TX 78613 and mailing address of P.O. Box 1868, Cedar Park, TX 78630. I have personal knowledge of the facts contained in this affidavit, the facts are true and correct, and I am competent and duly authorized to make, and do make this Affidavit on behalf of said company
2. "The principal amount of the claim is \$482,032.40, and said amount is just and reasonable and has not been paid. Said claim constitutes the retainage withheld on the contract price of the material furnished and/or labor performed described in paragraph 5. Claimant claims a statutory mechanic's and materialman's lien on the real property and improvements described below.
3. "The name of the owner or reputed owner of the real property hereinafter described is OPUS WEST LP, whose last known mailing address is 2555 E. Camelback Rd. #800, Phoenix, AZ 85016, OPUS WEST CONSTRUCTION CORP., whose last known mailing address is 15455 Dallas N. Parkway #450, Addison, TX 75001, is the original contractor on the job or that portion thereof for which the hereinafter described labor and/or material were furnished.
4. "The real property charged with the lien is described as follows:

RES 1, Block A, ENERGY CROSSING, a subdivision in Harris County, Texas, locally known as Energy Crossing Office Building and Garage, 15021 Katy Freeway, Houston, Texas.
5. "Claimant furnished material and/or performed labor consisting generally of architectural and structural precast concrete for improvement of the above-described real property during January 2008 through March 2009.
6. "Claimant furnished material and/or labor pursuant to a contract with OPUS WEST CONSTRUCTION CORP., the original contractor. Claimant also claims a lien as an original contractor under Section 53.026 of the Texas Property Code.

7. "A copy of this Affidavit is being mailed by certified mail to OPUS WEST LP and OPUS WEST CONSTRUCTION CORP., addressed to each party's last known address. A notice of retainage was mailed by certified mail to OPUS WEST LP and OPUS WEST CONSTRUCTION CORP. on March 31, 2008."


MONTY OEHRLEIN

SUBSCRIBED AND SWORN TO before me by MONTY OEHRLEIN on May 13, 2009, to certify which witness my hand and seal of office.


NOTARY PUBLIC, STATE OF TEXAS

RETURN TO:
Ann Y. Riddel
P. O. Box 1912
Austin, Texas 78767-1912



Energy Crossing Spec Office / 10592.00
Precast Concrete (03094) (03090)

RIDER A

This Rider A is attached to and made a part of the Subcontract between OPUS West Construction Corporation and Corestab Structures of TX, Inc. dated 11/06/2007. 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 Precast Concrete (03094) (03090) 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 |
|---|---------|---------------|
| Cover Page | CD1.0 | 10/18/2007 |
| 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 |
| North & South Elevations | CD12.0 | 10/18/2007 |
| Enlarged Elevations | CD13.0 | 10/18/2007 |
| Enlarged Window Patterns | CD14.0 | 10/08/2007 |
| Enlarged Pre-Cast Patterns | CD15.0 | 10/18/2007 |
| Pre-Cast Joint & Reveal Sections | CD16.0 | 10/18/2007 |
| 1st Floor Plan for West Parking Garage | WPG1.0 | 10/08/2007 |
| 2nd Floor Plan for West Parking Garage | WPG2.0 | 10/08/2007 |
| 3rd Floor Plan for West Parking Garage | WPG3.0 | 10/08/2007 |
| 4th Floor Plan for West Parking Garage | WPG4.0 | 10/08/2007 |
| North & South Elevations (option A) for West Parking Garage | WPG5.0 | 10/08/2007 |
| East & West Elevations (option A) for West Parking Garage | WPG6.0 | 10/08/2007 |
| North & South Elevations (option B) for West Parking Garage | WPG7.0 | 10/08/2007 |
| East & West Elevations (option B) for West Parking Garage | WPG8.0 | 10/08/2007 |
| North & South Elevations (option C) for West Parking Garage | WPG9.0 | 10/08/2007 |
| East & West Elevations (option C) for West Parking Garage | WPG10.0 | 10/08/2007 |

Field Bulletins

| Date | Number | Name |
|------|--------|------|
| N/A | | |

Supplemental Design Documents

| Description | Date |
|---|------------|
| BP #1 - Cover Sheet | 07/18/2007 |
| BP #1 - Table of Contents | 07/18/2007 |
| BP #1 - Instructions to Bidders | 07/18/2007 |
| BP #1 - Project Drawing Log | 07/18/2007 |
| 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 |

Other Documents

N/A

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

Modifications and Clarifications

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

1. Provide lien releases from all second and third tier subcontractors/suppliers.
2. Provide and install complete architectural and structural precast concrete for building and parking structure including but not limited to, all precast members and erection of such.
3. Provide all structural calculations by structural engineer licensed in the state of Texas.
4. Architectural precast shall consist of 3 colors with 2 finishes. Finishes agreed upon, colors to be determined.
5. Regarding Section 5. Indemnification of Rider B, delete in its entirety portion (a)(ii) and delete paragraph (b) in its entirety.

This Subcontract excludes the following:

Schedule: See schedule of activities for the general contract attached to this Subcontract.

| Description | Planned Start | Planned End | Planned Duration |
|-----------------------------------|---------------|-------------|------------------|
| Designs documents for City Permit | 11/06/2007 | 12/05/2007 | |

Schedule Notes

1. All work to be performed in accordance with latest project schedule as distributed in weekly subcontractor meetings.
2. Anticipated building installation start date is on or around 05/01/2008. Anticipated garage installation start date is on or around 06/16/2008.

Subcontract Sum Breakdown: The Breakdown of the Subcontract Sum is as follows:

Subcontract Recs

| Sub-Job Number | Sub-Job Name | Name | Rate |
|----------------|--------------------------------------|--------------------------------|------------------------|
| 10592.10 | Energy Crossing Phase I - Site/Shell | Architectural Precast Concrete | \$1,520,225.00 |
| 10592.11 | Energy Crossing Phase I - Garage | Structural Precast Concrete | \$3,244,000.00 |
| | | Total | \$ 4,564,225.00 |

Subcontract Sum Breakdown

| Name | Account Code | Amount |
|---------------------------------------|-------------------------|-----------------------|
| Arch Precast Conc - Subcontract | 10592.10-E10-03094.00-S | \$1,320,225.00 |
| Structural Precast Conc - Subcontract | 10592.11-D40-03090.00-S | \$3,244,000.00 |
| Total | | \$4,564,225.00 |

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

| Line Number | Name | Amount |
|-------------|--------------------------------------|---------------|
| 1 | West Garage Elevation B (10/08/2007) | \$ 100,000.00 |
| 2 | West Garage Elevation C (10/08/2007) | \$ 150,000.00 |

The alternate prices shall be in effect for the duration of the project:

Alternates Notes

END OF RIDER A

Energy Crossing Spec Office / 10592.00
Precast Concrete (03094) (03090)

RIDER B

This Rider B is attached to and made a part of the Subcontract between Opus West Construction Corporation and Corestab Structures of TX, Inc. dated 11/06/2007. 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

Energy Crossing Spec Office / 10592.00
Precast Concrete (03094) (03090)

RIDER C

This Rider C is attached to and made a part of the Subcontract between **Opus West Construction Corporation**, and **Coreslab Structures of TX, Inc.** dated 11/06/2007. 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

Northern District of Texas Claims Register

09-34356-hdh11 Opus West Corporation

Judge: Harlin DeWayne Hale

Chapter: 11

Office: Dallas

Last Date to file claims: 11/09/2009

Trustee:

Last Date to file (Govt):

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| <i>Creditor:</i> (12791326) Coreslab Structures (Texas) Inc. 15455 Dallas N. Parkway #450 Addison, Texas 75001 | Claim No: 56 <i>Original Filed</i> Date: 11/09/2009 <i>Original Entered</i> Date: 11/09/2009 | <i>Status:</i> Filed by: CR Entered by: Kennedy, Jason Modified: |
| Secured claimed: \$482032.40 Total claimed: \$482032.40 | | |
| <i>History:</i> Details <u>56-1</u> 11/09/2009 Claim #56 filed by Coreslab Structures (Texas) Inc., total amount claimed: \$482032.4 (Kennedy, Jason) | | |
| <i>Description:</i> | | |
| <i>Remarks:</i> | | |

Claims Register Summary