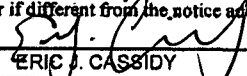



UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
<b>Name of Debtor: (Check Only One):</b> <input checked="" type="checkbox"/> Opus West Corporation <input type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.		<b>Case Number:</b> 09-34356-hdh11
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.		
<b>Name of Creditor (the person or other entity to whom the debtor owes money or property):</b> STRS Ohio CA Real Estate Investments I, LLC (Re: The Boulders at Fountaingrove)		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> <i>(if known)</i>  <b>Filed on:</b>
<b>Name and address where notices should be sent:</b> Eric J. Cassidy Squire, Sanders & Dempsey L.L.P. 6200 Chase Tower, 600 Travis Street Houston, TX 77002		<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.
<b>Telephone number:</b> (713) 546-5850 <b>Email Address:</b> ecassidy@ssd.com		
<b>Name and address where payment should be sent (if different from above):</b>  <b>Telephone number:</b>		
<b>1. Amount of Claim as of Date Case Filed:</b> \$ At least \$25,000,000, but investigation is ongoing. If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).  <b>Amount entitled to priority:</b> \$
<b>2. Basis for Claim:</b> Services performed negligently and/or breach of contract regarding an apartment complex known as The Boulders at Fountaingrove in Santa Rosa, California. See Attachment hereto.		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> N/A <b>3a. Debtor may have scheduled account as:</b> N/A (See instruction §3a on reverse side).		
<b>4. Secured Claim (See instruction #4 on reverse side.)</b> Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate</b> ____% <b>Amount of arrearage and other charges as of time case filed included in secured claim, if any:</b> \$ _____ <b>Basis for perfection:</b> _____ <b>Amount Unsecured:</b> \$ _____		
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>7. Documents:</b> 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. (See instruction 7 and definition of "redacted" on reverse side.) <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain: _____		
<b>Date:</b> November 5, 2009	<b>Signature:</b> 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.  ERIC J. CASSIDY	<b>FOR COURT USE ONLY</b> OPUS WEST  00406

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

**Attachment to Proof of Claim Against Opus West Corporation**  
**(The Boulders at Fountaingrove)**

**Factual Information about the Parties and the Property**

Debtor Opus West Corporation ("Opus West") was the developer/builder of a 124-unit, 10.5 acre multi-family residential development constructed in Santa Rosa, Sonoma County, California known as The Boulders at Fountaingrove (the "Boulders" or the "Property").

STRS Ohio CA Real Estate Investments I, LLC ("STRS") purchased pursuant to a written contract the Boulders from The Lakes at Fountaingrove, L.L.C. ("Seller") in or around 2005. On information and belief, Seller is an alter ego of Opus West and references to Opus West herein include Opus West as an alter ego of Seller. The acts alleged herein to have been committed by Opus West were either committed by Opus West individually, or in conjunction with others.

**Factual Information about the Defects at the Property**

In or around 2008, and thereafter, visual signs of significant and pervasive water damage appeared at the Property. STRS discovered numerous water intrusion and other defects at the Property. The defects identified include, but are not limited to, the following: wooden support beams at stairways, breezeways and balconies were saturated with water; missing shear wall sheathing and nailing; missing and loose anchor tie-downs; severe stucco cracks; building movement causing misaligned doors and windows; and water intrusion at crawl spaces and all levels of the exterior of the buildings.

Since STRS first became aware of deficiencies at the Boulders, there have been occurring new manifestations of the deficiencies and design and/or construction defects. STRS is informed and believes and thereon alleges that new defects may be discovered by its investigations, which are ongoing.

In order to minimize further damage to the Property, STRS has begun repairing various defects. The repairs performed to date include, but are not limited to, excavation of foundations; replacing and/or repairing foundations and footings; replacing and/or repairing waterproofing; replacing and/or repairing foundation drainage systems; replacing and/or repairing stair towers and breezeways; installing and repairing shear wall and defects in framing; and de-skinning and re-cladding the buildings.

**Legal Theories of Liability**

On information and belief, as an alter ego of the Seller and as the developer/builder of the Boulders, Opus West had an obligation to deliver a conforming and properly designed and constructed residential development. Opus West breached its duties in this regard by delivering a non-conforming and improperly designed and constructed development.

STRS alleges the following causes of action against Opus West: negligence, breach of implied warranty and breach of contract.

### *Negligence*

Opus West, *inter alia*, caused the plans and specifications to be drawn, approved the plans and specifications and caused to be performed labor and supervisory work respecting the design, development and construction of the Boulders. Opus West also caused other contractors and subcontractors to perform works of labor, to supply materials, equipment and services, and supervised and coordinated their efforts and managed the jobsite, in order to construct the Boulders so that it could be sold and used by members of the public as apartments.

Opus West and the entities it contracted with were under a duty to exercise ordinary care as developers, builders, contractors, subcontractors, materialmen, engineers, architects and consultants, to avoid foreseeable injury to users and purchasers of the Boulders, and knew or should have foreseen with reasonable certainty that purchasers, their successors and/or users would suffer monetary and other damages if they failed to perform their duty to cause the Boulders to be developed, designed and constructed in a proper and workmanlike fashion.

Opus West and/or entities it contracted with failed and neglected to perform work, labor, and services properly or adequately in that they so negligently, carelessly, and in an unworkmanlike fashion performed the aforesaid work, labor, supervision and/or services such that the Boulders was constructed improperly, negligently, carelessly and in an unworkmanlike fashion, as evidenced by the numerous defects at the Boulders.

As a direct and proximate result of the negligent, careless, and unworkmanlike actions and/or omissions by Opus West, STRS has suffered damages, including the cost of investigation, remediation and repair and/or diminished value of the Boulders and loss of rental income.

### *Breach of Implied Warranty*

Opus West participated in the development, design, construction and sale of the Boulders. Opus West impliedly warranted that the Boulders was, among other things, developed, designed and constructed in a reasonably workmanlike manner and was fit for its intended purpose; that the products used to construct the Boulders were of merchantable quality; and that the plans and drawings used to construct the Property were fit for construction.

At all relevant times, STRS relied on such warranties. STRS believed in good faith that the Boulders was erected in a reasonably workmanlike manner, and was fit for the intended purpose. STRS is informed and believes, and thereon alleges, that Opus West had knowledge of the particular purpose for which STRS required the goods and/or services to be furnished, and knew that STRS was relying on Opus West's particular skill or judgment in selecting and furnishing goods and/or services suitable for that purpose. STRS actually relied upon Opus West's particular skill or judgment in deciding to take ownership of the Boulders.

Opus West breached its warranties that the Property and material used to construct the Property were of merchantable quality, that the Property was erected in a reasonably workmanlike manner, and that the Property was fit for its intended purpose. STRS has discovered that serious deficiencies exist with respect to the Property, as alleged above. The defects were not apparent by reasonable inspection and diligence at the time the Boulders was purchased.

As a direct and proximate result of the defects set forth herein and the breach of the implied warranties by Opus West, STRS has suffered damages, in that it has been and is now required to take steps and expend funds in order to correct the defective conditions which have manifested themselves and repair the damages caused by such defective conditions.

As a further direct and proximate result of the defective conditions of the Boulders, STRS' interest in the Boulders and the value thereof have been reduced and diminished and STRS has lost rental income. STRS gave reasonable notice to Opus West of the defective conditions after they became known and, despite such notice, Opus West has declined and failed to acknowledge responsibility for the same or otherwise cause the restoration and/or repairs to be made at the Boulders.

#### *Breach of Contract*

STRS and Seller, on information and belief an alter ego of Opus West, entered into a written contract for the purchase and sale of the Boulders. STRS has performed all the conditions, covenants and obligations required of it under the written contract. STRS has demanded that Opus West repair the defective conditions at the Boulders, but Opus West has failed and refused to perform.

As a proximate result of Opus West's failure and refusal, the existence of the defective conditions described above and, among other things, resultant failure of consideration, Opus West has breached the written contract and, as a result, STRS has suffered damages. The contract provides that the prevailing party in any action is entitled to receive, from the non-prevailing party, its attorneys' fees and costs.

#### STRS' Damages

Investigation and repairs are ongoing, but damages are currently estimated to be at least \$25,000,000.