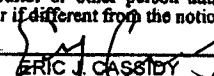



UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input type="checkbox"/> Opus West Corporation <input checked="" type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.		Case Number: 09-34360-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.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): STRS Ohio CA Real Estate Investments I, LLC (Re: The Boulders at Fountaingrove) <div style="text-align: center;"> RECEIVED NOV 06 2009 BMC GROUP </div>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <i>(if known)</i> Filed on:
Name and address where notices should be sent: Eric J. Cassidy Squire, Sanders & Dempsey L.L.P. 6200 Chase Tower, 600 Travis Street Houston, TX 77002 Telephone number: (713) 546-5850 Email Address: ecassidy@ssd.com		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Name and address where payment should be sent (if different from above): Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ 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.		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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$
2. Basis for Claim: Services performed negligently and/or breach of implied warranty regarding an apartment complex known as The Boulders at Fountaingrove in Santa Rosa, California. See Attachment hereto. (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: N/A 3a. Debtor may have scheduled account as: N/A (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 type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Value of Property: \$ _____ Annual Interest Rate ____% Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and 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: November 5, 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. <div style="text-align: center;">  ERIC J. CASSIDY </div>	
		FOR COURT USE ONLY OPUS WEST  00407

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

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

Factual Information about the Parties and the Property

Debtor Opus West Construction Corporation ("OWCC") was the general contractor/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 OWCC and references to OWCC herein include OWCC as an alter ego of Seller. The acts alleged herein to have been committed by OWCC were either committed by OWCC 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 general contractor/builder of the Boulders, OWCC had an obligation to deliver a conforming and properly designed and constructed residential development. OWCC breached its duties in this regard by delivering a non-conforming and improperly designed and constructed development.

As the general contractor, OWCC also had a duty to perform its construction and jobsite supervisory responsibilities with the level of care and skill that would normally be exercised by general contractors, and to ensure that the various subcontractors were performing their trades in a workmanlike fashion. OWCC breached its duties as a general contractor by constructing and/or supervising the construction of a non-conforming and defective development.

STRS alleges the following causes of action against OWCC: negligence, breach of implied warranty, and (as third party beneficiary and on information and belief) breach of the contract between Seller and OWCC as general contractor for the Boulders

Negligence

OWCC, *inter alia*, caused the plans and specifications to be drawn, approved the plans and specifications and performed labor and supervisory work respecting the design, development and construction of the Boulders. OWCC 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.

OWCC 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.

OWCC and/or the 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 OWCC, 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

OWCC participated in the development, design, construction and sale of the Boulders. OWCC 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 OWCC 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 OWCC's particular skill or judgment in selecting and furnishing goods and/or services suitable for that purpose. STRS actually relied upon OWCC's particular skill or judgment in deciding to take ownership of the Boulders.

OWCC 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 OWCC, 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 OWCC of the defective conditions after they became known and, despite such notice, OWCC 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 (Third Party Beneficiary)

On information and belief, Seller and OWCC entered into a written contract whereby OWCC served as general contractor for the Boulders. OWCC has breached that written contract. As a result, STRS (as third party beneficiary of the contract) has suffered damages.

STRS' Damages

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