

ORIGINAL

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS PROOF OF CLAIM

Name of Debtor: Opus West Partners, Inc. Case Number: 09-34373

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): American Home Assurance Company, American International Specialty Lines Insurance Company, Commerce and Industry Insurance Company, Illinois National Insurance Company, The Insurance Company of the State of Pennsylvania, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., and certain other entities related to Chartis Inc.

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

Name and address where notices should be sent: Chartis U.S. Michelle A. Levitt, Authorized Representative 175 Water Street, 18th Floor New York, New York 10038 Telephone number: (212) 458-6777

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Court Claim Number: (If known)

Filed on:

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

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.

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

1. Amount of Claim as of Date Case Filed: \$Unliquidated \*Subject to Adjustment (See Attachment). 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.

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: Other- See Attachment. (See instruction #2 on reverse side.)

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

3. Last four digits of any number by which creditor identifies debtor: See Attachment. 3a. Debtor may have scheduled account as:

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).

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: [ ] Real Estate [ ] Motor Vehicle [X] Other Describe: Right of Setoff- See Attachment. 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 of Secured Claim: \$Unliquidated \* Amount Unsecured: \$Unliquidated \* \* Subject to Adjustment (See Attachment).

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

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).

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: 11/6/2009

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.

FOR COURT USE ONLY

Michelle A. Levitt, Authorized Representative



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS**

-----:   
**In re:** :   
: **Chapter 11**   
:   
**Opus West Corporation, et al.,** : **Case No. 09-34356-HDH-11**   
:   
: **DEBTORS.** : **Jointly Administered**   
-----:

**ATTACHMENT TO PROOF OF CLAIM OF AMERICAN HOME ASSURANCE  
COMPANY, AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE  
COMPANY, COMMERCE AND INDUSTRY INSURANCE COMPANY, ILLINOIS  
NATIONAL INSURANCE COMPANY, THE INSURANCE COMPANY OF THE STATE  
OF PENNSYLVANIA, LEXINGTON INSURANCE COMPANY, NATIONAL UNION  
FIRE INSURANCE COMPANY OF PITTSBURGH PA, AND CERTAIN OTHER  
ENTITIES RELATED TO CHARTIS INC.**

1. This proof of claim is filed on behalf of American Home Assurance Company, American International Specialty Lines Insurance Company, Commerce and Industry Insurance Company, Illinois National Insurance Company, The Insurance Company of the State of Pennsylvania, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., and certain other entities related to Chartis Inc. (collectively, "Claimant") that provide or provided insurance, insurance services and/or surety bonds to Opus West Corporation, et al., ("Debtors") (see the List of Debtors attached hereto).

2. As of July 6, 2009 (the "Petition Date"), the Debtors are indebted to Claimant for premiums, deductibles, and other related fees, expenses and obligations for, among other things, insurance coverages and services provided and to be provided by Claimant to the Debtors as more fully described below.

3. **The Insurance Program**. Claimant provided the Debtors with certain insurance coverages, including, without limitation, commercial auto excess, general liability, general liability excess, workers compensation, commercial property and other services (the "Insurance Program") for varying periods commencing July 1, 1998 ending at 12:00 a.m., on December 17, 2010. Attached hereto is a list of the policies issued by Claimant to the Debtors and certain related documentation. Claim is made for all obligations of the Debtors arising under the Insurance Program whether or not the relevant insurance policies and related agreements are specifically listed or described in the attached list or documents. Moreover, the documents which evidence the Insurance Program are voluminous and it is not practical to attach and/or list all of them. Nothing in this description of the Insurance Program or any of the attached documents is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any policy or coverage.

4. **Fidelity and Surety Bonds.** Claimant may have provided the Debtors with various surety, fidelity and other bonds for the account of the Debtors. Claim is asserted for all such bonds issued or outstanding and for all premiums, fees and expenses due thereunder, whether or not specifically listed or described in the attached documents. Nothing in this description of the bond programs is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any bond. Should Claimant be called upon to pay on any such bond, Claimant may amend this proof of claim to assert a claim on account of such payment.

5. **Components of this Claim.**

(a) **Unliquidated Claim for the Insurance Program.** Pursuant to the Insurance Program, the Debtors entered into certain agreements and are obligated to pay to Claimant, among other things, certain premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and related costs. Such amounts constitute the Claimant's unliquidated claim. When the amount of premiums, deductibles, fees, expenses and other costs due under the Insurance Program, including, without limitation, damages that may arise from the rejection of the Insurance Program or any part thereof, are liquidated or determined, such amounts shall become a liquidated claim. Claimant reserves the right to amend this proof of claim as such amounts become liquidated.

(b) **Other Insurance or Services.** To the extent Claimant provides or provided any other or different insurance (including excess coverages or renewals of the Insurance Program), or other services to the Debtors, either included within or in addition to the Insurance Program, Claimant hereby asserts a claim for all obligations of the Debtors to Claimant arising thereunder, including, without limitation, premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and other costs arising from such transactions, or from funds advanced or to be advanced on the Debtors' behalf. Additionally, Claimant reserves the right to amend this proof of claim to assert further amounts due or particulars in connection therewith.

(c) **Bond Obligations.** To the extent of any bonds outstanding, the Debtors agreed to pay to Claimant, among other things, any and all loss and expense, including, without limitation, attorneys' fees, incurred by Claimant by reason of having issued any such bonds, and losses incurred as a result of the issuance of any bonds. The amount presently due Claimant with respect to any bonds is unliquidated and untabulated.

(d) **Quantum Meruit.** To the extent any Debtor received a benefit from insurance or from bonds provided by Claimant, such Debtor is obligated to pay Claimant for the value of the benefits received.

(e) **Joint Liability.** Should it be established in these bankruptcy cases or otherwise that any of the Debtors have liability for the obligations of any of the other Debtors, then this claim asserts the same claim as Claimant asserted against each such Debtor against such other Debtor.

(f) **Indemnity Obligations.** In the event Debtors have entered into any agreement with Claimant pursuant to which Debtors have a duty to indemnify Claimant, claim is made herein for such right to indemnity.

(g) **Other.** In connection with the foregoing, the Debtors also may be liable to Claimant by virtue of relevant principles of contract and common law relating to, among other things, subrogation, suretyship, indemnification or contribution.

6. **Right of Recoupment.** Claimant asserts the right to use funds paid to it on account of, among other things, the Insurance Program to recoup obligations of the Debtors arising from, among other things, the Insurance Program.

7. **Security.** To the extent Claimant holds any cash or other collateral as security for its claim, regardless of whether such cash or collateral is property of the Debtors' estates, Claimant asserts a secured claim and/or a right of setoff and reserves its rights to collect against same by recoupment and/or setoff. Alternatively or in addition, to the extent Claimant holds an interest in any property of the Debtors, Claimant asserts a security interest in same.

8. **Interest.** Claimant claims all rights to claim interest to the extent permitted by law, including post-petition interest to the extent such interest is secured. To the extent this claim is unliquidated, appropriate interest (if any) remains unliquidated at this time. In preparing any attached tabulation of a liquidated claim, we will endeavor to include a tabulation of applicable interest to the extent dates of accrual of obligations can be readily ascertained. Claimant reserves the right to amend such calculations and to claim additional interest as facts are learned, data compiled, and/or unliquidated claims become liquidated.

9. As indicated above, supporting documents for this claim are voluminous and certain such documents, including policies of insurance, are not attached.

10. Claimant also asserts an administrative expense claim for all services provided, risks insured or occurrences occurring after the Petition Date, all or a portion of which may be set forth in this proof of claim. To the extent any amounts set forth herein are entitled to administrative expense status, Claimants reserve the right to assert such status.

11. The filing of this Proof of Claim is not intended to waive any right to arbitration. Claimant(s) expressly reserve the right to seek arbitration of any dispute arising in connection with this claim. To the extent of any pre-existing arbitration agreement, this court's jurisdiction to resolve disputes should be limited to referring such disputes to arbitration and enforcing any arbitration award.

12. In executing and filing this proof of claim, Claimant: (i) does not submit itself to the jurisdiction of this Court for any purpose other than with respect to said claim; (ii) does not waive any right or rights that it has or may have against any other persons liable for all or part of the claim set forth herein; (iii) expressly reserves the right to the extent permitted by law to amend or supplement this proof of claim in any respect; (iv) expressly reserves the right

to assert all claims, causes of action, defenses, offsets or counterclaims; and (v) expressly reserves the right to contest insurance coverage in the event of each or any claim that may be tendered by Debtors for Coverage.

Dated: November 6, 2009

**PENALTY FOR PRESENTING FRAUDULENT CLAIMS: Fine of not more than \$500,000.00 or imprisonment for not more than five years, or both. Title 18, U.S.C. §§152 and 3571.**

## DEBTORS' LIST

09-34356-hdh11	Opus West Corporation
09-34334-hdh11	Opus West, LP
09-34360-hdh11	Opus West Construction Corporation
09-34363-hdh11	O.W. Commercial, Inc.
09-34373-hdh11	Opus West Partners, Inc.

Policy #	Profit Center	Branch	MLOB	Insured Name	Insured Street	Effective	Expires
				OPUS WEST CORPORATION			
				PETITION DATE: 7/6/2009			
				POLICY DATE: 10/29/2009			
00004012716	93 - PROPER	03 - SA	IM-P	OPUS WEST CONSTRUC	LEXINGTON INS. CO.	1999-08-20	2001-02-20
00006520875	13 - SPECIAL	52 - PH	WC	OPUS WEST CONSTRUCTION CORP	AM. HOME ASSUR. CO.	2000-07-01	2001-07-01
00006520876	13 - SPECIAL	52 - PH	WC	OPUS WEST CONSTRUCTION CORP(A	AM. HOME ASSUR. CO.	2000-07-01	2001-07-01
00001393340	81 - EXCESS	03 - SA	GLEX	OPUS WEST CORPORATION	NUFICO OF PITTSBURGH PA	2002-07-01	2003-07-01
00009692563	13 - SPECIAL	52 - PH	WC	OPUS WEST CORPORATION(A CORP)	COMMERCE & IND. INS. CO.	2002-07-01	2003-07-01
00009692562	13 - SPECIAL	52 - PH	WC	OPUS WEST CORPORATION(A CORP)	COMMERCE & IND. INS. CO.	2002-07-01	2003-07-01
00003281500	13 - SPECIAL	52 - PH	WC	OPUS WEST CORPORATION(A CORP)	COMMERCE & IND. INS. CO.	2002-07-01	2003-07-01
00009387049	13 - SPECIAL	52 - PH	WC	OPUS WEST CORPORATION(A CORP)	COMMERCE & IND. INS. CO.	2003-07-01	2004-07-01
00009387048	13 - SPECIAL	52 - PH	WC	OPUS WEST CORPORATION(A CORP)	AM. HOME ASSUR. CO.	2001-07-01	2002-07-01
00003281501	13 - SPECIAL	52 - PH	WC	OPUS WEST CORPORATION(A CORP)	COMMERCE & IND. INS. CO.	2001-07-01	2002-07-01
00003577604	81 - EXCESS	52 - PH	GLEX	OPUS WEST CORPORATION, ETAL	COMMERCE & IND. INS. CO.	2003-07-01	2004-07-01
00003577622	81 - EXCESS	52 - PH	GLEX	OPUS WEST CORPORATION, ETAL	NUFICO OF PITTSBURGH PA	1998-09-01	1999-07-01
1950010	71 - ENVIRON	03 - SAN	GLEX	OPUS NORTHWEST, LLC	NUFICO OF PITTSBURGH PA	1999-07-01	2000-07-01
1952148	71 - ENVIRON	02 - CHI	GL	OPUS NORTHWEST CONSTRUCTION C	AM. INT'L SPECIALTY LINES INS. CO.	2000-05-04	2010-05-04
1952567	71 - ENVIRON	02 - CHI	GL	65TH & HOLLIS, LLC	AM. INT'L SPECIALTY LINES INS. CO.	2001-08-14	2004-08-14
1954287	71 - ENVIRON	03 - SAN	GL	OPUS CORP & OPUS LLC	AM. INT'L SPECIALTY LINES INS. CO.	2002-08-30	2005-08-30
1958062	71 - ENVIRON	05 - LOS	GL	MOBILIER HOLDINGS, LLC	AM. INT'L SPECIALTY LINES INS. CO.	2001-05-09	2006-05-09
2042093	75 - EXCESS	88 - OR	GLEX	OWR CONSTRUCTION, INC.	AM. INT'L SPECIALTY LINES INS. CO.	2001-11-15	2006-11-15
2213729	92 - CASUALT	71 - E-X	GLEX	OPUS CORPORATION	INS. CO. OF THE ST. OF PA	2004-11-30	2008-11-30
2672543	57 - ENVIRON	02 - CHI	GL	OPUS NORTH CORP	LEXINGTON INS. CO.	2008-09-01	2009-09-01
2676526	57 - ENVIRON	03 - SAN	GL	OPUS NORTH CORP	AM. INT'L SPECIALTY LINES INS. CO.	1998-07-01	2004-07-01
3777306	71 - ENVIRON	02 - CHI	GL	OPUS LLC	AM. INT'L SPECIALTY LINES INS. CO.	1999-03-24	2004-03-30
3777310	71 - ENVIRON	02 - CHI	GL	PERRYMAN 159, LLC & OPUS	AM. INT'L SPECIALTY LINES INS. CO.	2003-08-04	2007-08-04
3777310	77 - ENVIRON	02 - CHI	GL	PERRYMAN 159, LLC & OPUS	AM. INT'L SPECIALTY LINES INS. CO.	2003-12-17	2010-12-17
4009929	91 - CAT EXC	02 - CHI	GLEX	OPUS CORPORATION	AM. INT'L SPECIALTY LINES INS. CO.	2003-12-17	2010-12-17
4763103	57 - ENVIRON	02 - CHI	GL	OPUS NORTH CORP ALLIANT	LEXINGTON INS. CO.	2005-07-01	2006-08-01
5397749	92 - CASUALT	39 - MID	GL	OPUS CORPORATION	AM. INT'L SPECIALTY LINES INS. CO.	2000-04-18	2002-05-31
6474434	92 - CASUALT	39 - MID	GL	OPUS CORPORATION	LEXINGTON INS. CO.	2003-08-04	2004-08-04
6761434	92 - CASUALT	74 - LEX	GLEX	OPUS CORPORATION	LEXINGTON INS. CO.	2000-07-021	2003-08-04
6761548	92 - CASUALT	74 - LEX	GL	OPUS CORPORATION	LEXINGTON INS. CO.	2006-08-01	2007-07-01
6761671	92 - CASUALT	74 - LEX	GL	OPUS CORPORATION	LEXINGTON INS. CO.	2007-09-01	2008-09-01
7011186	81 - EXCESS	02 - CHI	GLEX	OPUS NORTH CORPORATION	LEXINGTON INS. CO.	2008-09-01	2009-09-01
8714047	81 - EXCESS	02 - CHI	GLEX	OPUS NORTH CORPORATION	ILLINOIS NAT'L INS. CO.	1999-07-01	2001-07-01
9744145	81 - EXCESS	02 - CHI	GLEX	OPUS NORTH CORPORATION	ILLINOIS NAT'L INS. CO.	2001-07-01	2002-07-01
					AM. INT'L SPECIALTY LINES INS. CO.	2002-07-01	2003-07-01

9887868	92 - CASUALT	45 - MIN	GL	OPUS ARCHITECTS &	LEXINGTON INS. CO.	2004-08-04	2005-08-04
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CHARTIS INC.  
175 WATER STREET, 18<sup>TH</sup> FLOOR  
NEW YORK, NEW YORK 10038

November 6, 2009

VIA OVERNIGHT MAIL

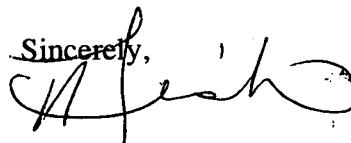
Opus West Corporation, et al  
c/o BMC Group  
18750 Lake Drive East  
Chanhassen, MN 55317

Re: Opus West Corporation, et al.  
Case Number: 08-31353

To whom this may concern:

Enclosed please find one original and two copies of a Proof of Claim for the case mentioned above. Please file the original in the Court file, kindly have the copies stamped "Filed", and return the copies in the enclosed self-addressed stamped envelope.

If you have any questions, please do not hesitate to contact me at (212) 458-7065.  
Thank you for your cooperation in this matter.

Sincerely,  
  
Aleksandra Fish  
Litigation Paralegal