

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: <div style="font-size: 1.5em; font-family: cursive;">09-34360-11</div>
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): <div style="font-size: 1.2em; font-family: cursive;">Nathan Marshall</div>		<div style="font-size: 1.2em; font-weight: bold;">RECEIVED</div> <div style="font-size: 1.2em; font-weight: bold;">SEP 14 2009</div> <div style="font-size: 1.2em; font-weight: bold;">BMC GROUP</div>
Name and address where notices should be sent: <div style="font-size: 1.2em; font-family: cursive;">1446 E Groves Ave # 6 Phoenix, AZ 85022</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: _____
Telephone number: <i>602-541-0975</i> Email Address: <i>nmarshall63@yahoo.com</i>		<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): <i>SAME</i> Telephone number: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>3196.00</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 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 checked="" 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: <div style="text-align: right; font-size: 1.2em;">\$ 3196.00</div>
2. Basis for Claim: <u>compensation</u> (See instruction #2 on reverse side.)		
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 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. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <div style="font-size: 1.5em; font-family: cursive;">9/7/09</div>	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="font-size: 1.5em; font-family: cursive;">Nathan Marshall</div> <i>Nathan Marshall</i>	
		FOR COURT USE ONLY

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)





Separation Agreement & General Release of All Claims

THIS SEPARATION AGREEMENT & GENERAL RELEASE OF ALL CLAIMS (the "Agreement") is being made between Opus West Construction Corporation ("Opus West Construction Corp") and Nathan Marshall ("Marshall"). This Agreement is being entered into as of the 13th of January, 2009 ("Notification Date"). Opus West Construction Corp and Marshall agreed to terminate their employee-employer relationship effective as of the 15th of January, 2009 ("Separation Date").

This Agreement contains the terms on which Opus West Construction Corp and Marshall agree to terminate their employee-employer relationship.

1. Separation of Employment. Opus West Construction Corp and Marshall agree that the employment relationship between Opus West Construction Corp and Marshall shall be voluntarily terminated on Separation Date. Marshall's regular rate of pay and benefits will continue as normal through January 15, 2009; provided that he shall not be entitled to any incentive compensation (other than transfer of Marshall's retirement and 401(k) accounts to Marshall, as provided under the Opus plan provisions).
2. Separation Payments. Opus West Construction Corp agrees to pay Marshall the following payments contingent on his consideration and signature of this Agreement and such payments will be payable as soon as administratively feasible after his Separation Date and any applicable consideration period and/or rescission period has expired.
 - a. A lump sum payment equivalent to two (2) weeks of Marshall's normal weekly base pay compensation for 40 hours of work at his current rate of pay, less tax withholding and other deductions authorized by law; plus,
 - b. Marshall is eligible for an incentive payout from the Incentive Compensation Plan (i.e. Non-Officer 80/20 Plan) sponsored by Opus Group of Companies in the event there is an annual incentive award paid for the 2008 plan year. Any incentive payout would be based on actual company and/or individual performance during 2008, as applicable. This one-time annual incentive payment will be subject to automatic deferral and would be paid in accordance with the Plan Document on or before March 15, 2009; plus,
 - c. Opus West Construction Corp agrees to pay Marshall one-time final lump sum of \$276.89 less tax withholding and other deductions authorized by law to assist with the COBRA medical insurance premium costs required to extend Marshall's applicable medical benefit plans (i.e., such plans as are in effect for Marshall as of the Separation Date) under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Thereafter, Marshall shall be solely responsible for all costs incurred in connection with any extension of his benefit plans under COBRA in the manner described in paragraph 5 below.
3. No Additional Compensation or Bonus. Marshall acknowledges and agrees that his separation from employment with Opus West Construction Corp under this agreement means that he is not entitled to, and will not claim any entitlement to, any other compensation or bonus payments from Opus West Construction Corp which are not outlined in the terms of this Agreement. Marshall also acknowledges and agrees he will receive a specific payment for any unused, accrued Paid Time Off ("PTO") if available.
4. Unemployment Compensation. In consideration of the promises set forth in this Agreement, Opus West Construction Corp will not contest any claim Marshall makes for unemployment compensation benefits.
5. Continuation of Specified Benefits. Pursuant to COBRA, Marshall may be eligible to continue coverage, at Marshall's own expense, in company provided (and if elected) Medical, Dental, Vision Plan, Basic Life and Dependent Life, Employee Assistance Plan, and/or Flex Spending Account (FSA) coverage available to Opus West Construction Corp employees, for the applicable COBRA participation period that immediately follows the month in which Marshall's employment with Opus West Construction Corp is terminated. Marshall will become COBRA-eligible as of February 1, 2009. Any Long Term Disability and Short Term Disability coverage maintained by Marshall will cease as of the Separation Date.
6. Return of Company Property. Marshall agrees that on or before the Separation Date, he will return to Opus West Construction Corp all company property that may be in his possession including, but not limited to, all credit cards, computers, office access devices and office keys, cellular phones, computers, and other Opus West Construction Corp



THE OPUS GROUP
ARCHITECTS
CONTRACTORS
DEVELOPERS

OPUS WEST CORPORATION

A member of The Opus Group

2555 East Camelback Road, Suite 800 • Phoenix, AZ 85016

Phone: 602-468-7000 • Fax: 602-468-7045

www.opuscorp.com

Memo

To: Opus West Employees
From: Tom Roberts
Date: March 10, 2009
Re: 2008 Incentive Compensation

Attached is the summary of your 2008 Incentive Compensation.

The ROE and bottom line portions of your Incentive Compensation will be delayed until finalization of the 2008 Audit. In addition, fifty percent (50%) of the Subjective portion will be paid in cash on March 13, 2009, with the balance being delayed due to Company cash flow. This will apply to both existing and laid off employees.

Opus is committed to making all payments due to employees. Our goal is to have all payments made by year-end 2009.

Thank you for your patience and understanding.

Opus West Construction Corporation
Year End Incentive Worksheet

Location: Phoenix
Title: APM I

nate marshall

Incentive Target:		\$ 7,000
	<u>weight</u>	<u>factor</u>
Opus West Corporation vs. Business Plan	10%	TBD
OWCC regional net revenue vs. plan	10%	104%
Safety Accountability Program	15%	117%
Individual Performance Modifier	65%	98%
Incentive Total:		\$ 6,392
Other:		\$ -
Total		\$ 6,392

Received $\frac{1}{2}$ payment on 3/13/09

Please contact your local Sr. Director or VP of Construction with any questions. 2008 ROE calculations for Opus West Corporation are not yet finalized. As a result, ROE related amounts are not currently included in above.

Opus West Construction Corp

2555 East Camelback Road
 Suite 800
 Phoenix AZ 85016

Earnings Statement

Pay Period: 3/1/2009 to 3/15/2009 Pay Date: 3/13/2009
 Route: 1-ONLINE Check No: 24897

Marshall, Nathan #1053250
 1446 EGrovers Ave #6
 Phoenix AZ 85022

Earnings	Hours	Rate	This Period	Year to Date
Regular Pay				2,604.17
PTO Term Adj				1,412.26
Severance				276.90
Incen-NonDis			3,196.00	3,196.00
GTL				.39
Severance				2,403.84
Total Gross Pay			3,196.00	
Total Taxable			3,196.00	

Deductions - Statutory and Other	This Period	Year to Date
----- Gross -----	3,196.00	9,893.17
FIT	799.00	2,147.82
FICA-EE	198.15	609.82
Medi - EE	46.34	142.62
AZ SIT	151.81	408.09
EE-Med-S		30.80
EE-Dental-S		27.00
EE Sup Lif-S		5.04
AD&DSAL		.95
401k		120.49
Total Deductions	1,195.30	
Total Net Pay	2,000.70	