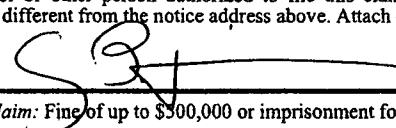


UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input checked="" type="checkbox"/> Opus West Corporation Tax ID 86-0811533 <input type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.		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. 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): Carolyn B. Gibson		<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: Carolyn B. Gibson PO Box 2687; Olymrc Valley Calif 916146 Telephone number: 916 365 5730 Email Address: cgibson32@sbccalabul.net		<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): Same Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>11,519.52</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 checked="" 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 checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ 11,519.52
2. Basis for Claim: <u>Employee wages required by employee/debtor</u> <i>(See instruction #2 on reverse side.)</i> 3. Last four digits of any number by which creditor identifies debtor: <u>0125</u> 3a. Debtor may have scheduled account as: _____ <i>(See instruction §3a on reverse side.)</i>		
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: 9-22-09	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

Penalty for presenting fraudulent claim: Fine of up to \$300,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
 Modified B10 (GCG) (12/08)



INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent (The BMC Group) are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** OPUS WEST CORPORATION, et al C/O BMC GROUP, PO BOX 3020, CHANHASSEN, MN, 55317-3020. **IF BY HAND OR OVERNIGHT COURIER:** OPUS WEST CORPORATION, et al C/O BMC GROUP, 18750 LAKE DRIVE EAST, CHANHASSEN, MN, 55317. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS November 9, 2009

Court, Name of Debtor, and Case Number:

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Northern District of Texas on July 6, 2009. You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4 and/or 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the Debtor, if any.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a):

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the BMC Group as described in the instructions above and in the Bar Date Notice.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing from the BMC Group, please provide a self-addressed stamped envelope and a copy of this proof of claim when you submit the original claim to the BMC Group.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Please note:

I will be travelling
outside the US

From Oct 6, 2009 to
Jan 7, 2010. I

may not be able to
respond during this time.

Caroline

Opus West Corporation
80/20 Non-Officer

Participant Gibson, Carolyn
Termination Date 1/15/2009

Quarterly payment is projected to be \$25,000

Total Balance as of:
12/31/2008 16,200.00
Add 2008 Deferral 15,000.00
Total Balance 31,200.00

Summary	
Quarterly payment	25,000.00
Vested deferred	3,240.00
1st Installment of Unvested	2,796.00
Total Payment	<u><u>31,036.00</u></u>

pd May 2009

Vested as of:
12/31/2008 3,240.00

Interest through:
12/31/2008

Total Vested 3,240.00
Pay Code 125

**Job Elimination/
Company Layoff**
Payment date:

Unvested 27,960.00
times 50% 0.50
13,980.00

divided by 5
First Installment 2,796.00
Pay Code 126

Officer 80/20 Plan - Installment Payments of Unvested
Balance as of 12/31/08

Total Balance:	31,200.00
- Vested	3,240.00
- Unvested	27,960.00
50% of Unvested	13,980.00

Estimated Payments - Beginning March 15, 2009
Payment of 50% of unvested balance in 5 annual installments.

Payment #	Beginning Balance	Amount of Payment	Balance Remaining	Annual Rate of Interest	Interest on Balance Remaining	Ending Balance
1	13,980.00	2,796.00	11,184.00	3%	335.52	11,519.52
2	11,519.52	2,879.88	8,639.64	3%	259.19	8,898.83
3	8,898.83	2,966.28	5,932.55	3%	177.98	6,110.53
4	6,110.53	3,055.26	3,055.26	3%	91.66	3,146.92
5	3,146.92	3,146.92	0.00	3%	0.00	0.00

pd. 5/09
outstanding

14,844.34
Total Payments

864.34
Total Interest



THIS SEPARATION AGREEMENT & GENERAL RELEASE ("Agreement") is between Opus West Corporation ("Opus West Corporation") and Carolyn B. Gibson ("Gibson"), and is made with knowledge of the facts as set forth in paragraphs A through F below:

FACTUAL RECITALS

- Claim **
- A. Gibson's employment with Opus West Corporation terminated on January 15, 2009 ("Separation Date"). Gibson has been paid for all accrued, unused Paid Time Off.
 - B. Gibson is represented by independent legal counsel, i.e., Richard Hoag.
 - C. Gibson has received the following: (i) all incentive compensation to which she was entitled pursuant to the Opus West Corporation Group of Companies 80/20 Non-Officer Plan ("Non-Officer Plan"); (ii) payment in full for her vested balance in the Non-Officer Plan; (iii) her first annual payment for the unvested balance in the Non-Officer Plan. Opus West Corporation agrees the remaining four annual payments (plus interest) shall be made on or near the anniversary date of the first payment in accordance with plan documents. Interest rate for the four remaining 50% unvested deferred installment payments are subject to change in 2010 and after. *
 - D. Opus West Corporation does not owe Gibson any Premier VIII LLC distributions.
 - E. The parties to this Agreement have decided and agreed to settle any and all claims of Gibson against Opus West Corporation as later described in this Agreement.
 - F. Gibson enters into this Agreement freely and voluntarily, and no representations or promises not expressed in this Agreement have been made to her.

AGREED UPON TERMS

The parties agree as follows:

- 1. Opus West Corporation shall pay Gibson the sum of Six Thousand Five Hundred, Forty Two Dollars exactly (\$6,542.00), less regular payroll withholdings and authorized deductions.
- 2. Gibson will comply with the following:
 - (a) Return of Company Property: Gibson will immediately return all company property that may be in her possession including, but not limited to, all credit cards, computers, office access devices and office keys, cellular phones, computers, other Opus West Corporation equipment, data bases, files, records, documents, plans, drawings, specifications, equipment, pictures, videotapes, and similar items concerning the business of Opus, its parent or subsidiary companies, or any related entity, whether prepared by Gibson or otherwise coming into Gibson's possession or control.
 - (b) Confidentiality: Gibson acknowledges that during her employment with Opus West Corporation, she came into possession and knowledge of confidential and proprietary information relating to the business of Opus West Corporation, its parent entity, affiliates and subsidiaries, including, without any limitation any information concerning Opus West Corporation Projects (the "Confidential Information"). This Confidential Information is not generally known outside of Opus West Corporation, its parent entity, affiliates and subsidiaries and is information developed by these companies at their own expense for the purpose of pursuing their businesses. Gibson agrees that she will neither use nor disclose to any unauthorized person (unauthorized persons include but is not limited to Opus West Corporation customers) without the prior written consent of Opus West Corporation, any Confidential Information concerning Opus West Corporation, its parent entity, affiliates and subsidiaries, which Gibson obtained while in Opus West Corporation's employment

provided, however, that this paragraph shall not prevent Gibson from the use or disclosure of information known generally to the public (other than that information which Gibson may have disclosed to the public in breach of this Agreement). Gibson also agrees that she shall not disclose or permit the disclosure of any information concerning this Agreement to anyone, except that Gibson may disclose the terms, amount and fact of this Agreement to a spouse, attorney, accountant, or financial advisors, or if required to do so by law.

- (c) Cooperation: Gibson agrees that she will cooperate with Opus West Corporation and its parent entity, subsidiaries or affiliates in any claims or lawsuits about which she may have knowledge of the facts. Gibson further agrees that she will make herself reasonably available to discuss and testify regarding facts known to her regarding the claims or lawsuits. Gibson further agrees to immediately inform Gibson if she is served with a subpoena related to her employment with Opus West Corporation, or its parent entity, affiliates or subsidiaries.
3. Reemployment: Gibson will not seek reinstatement or reemployment by Opus West Corporation.
4. Release of Claims: Gibson, for herself and for her descendants, dependents, marital community, heirs, executors, administrators, successors, and assigns, and each of them, does hereby covenant never to sue and acknowledges complete satisfaction of and fully and forever releases, absolves, and discharges Opus West Corporation, Opus West Corporation' parent, affiliated and subsidiary corporations, and its and their shareholders, employees, agents, partners, contractors, trustees, directors, officers, attorneys, and employee benefits plans (including the past, present, and future trustees, administrator's fiduciaries, and insurers thereof), past, present, and future, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to Opus West Corporation, as well as the heirs, executors, administrators, predecessors, successors and assignees of all of the foregoing, and each of them (collectively "Releasees"), with respect to and from any and all claims, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, charges, grievances, wages, employment benefits, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, known or unknown, suspected or unsuspected, concealed or hidden, which Gibson now owns or holds or has at any time heretofore owned or held against any of them arising out of or in any way connected with or related to or concerning: (1) Gibson's employment with Opus West Corporation or the termination of Gibson's employment with Opus West Corporation; or (2) discrimination, harassment, retaliation, or any other violation of any federal, state, or local law (whether statutory or common law), regulation or ordinance (including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Family and Medical Leave Act, the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment Retraining and Notification Act, the Employee Retirement Income Security Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Constitution, the California Government Code, and the California Labor Code); or (3) wrongful termination, breach of express and/or implied-in-fact contract, breach of the covenant of good faith and fair dealing, violation of public policy, intentional and/or negligent infliction of emotional distress, defamation, invasion of privacy, fraud and/or negligent misrepresentation, intentional and/or negligent interference with contractual relations and/or prospective economic advantage, and other common law torts; or (4) any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, life insurance, health and medical insurance or any other fringe benefit, or disability; or (5) any other transactions, occurrences, acts, or omissions or any loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, concealed or hidden, resulting from any act or omission by or on the part of any of them committed or omitted prior to the date of this Agreement. Gibson also waives any right to become, and promises not to become, a member of any class action which asserts claims related to her employment or termination which have arisen on or before the date Gibson executes this Agreement. If Gibson, without her knowledge, is made a member of any such class, she agrees to opt out of the class at the first opportunity. Gibson also agrees to sign, without objection or delay, an "opt-out" form presented to her either by the court or by counsel for Opus West Corporation.

This Agreement does not waive or release: (a) any claim arising after the date Gibson executes this Agreement; (b) any presently vested rights of Gibson under the terms of Opus West Corporation' applicable retirement or 401(k) plans, or other fringe benefits; (c) the remaining four annual payments for Gibson's unvested balance of Non-Officer Plan; (d) Gibson's right to be indemnified by Opus West Corporation consistent with the terms of its Articles of



Incorporation, its Bylaws, applicable statutory or common law, or matters covered by insurance or agreement; (e) unemployment compensation benefits and workers compensation benefits; (f) Gibson's rights under this Agreement; (g) any claims that the law does not allow to be waived or released; or (h) any claims with respect to the enforcement of this Agreement. Opus West Corporation, for itself and its affiliates and related companies, owners, officers, directors, shareholders, partners, trustees, agents, insurers, and employees, hereby unconditionally releases and discharges Gibson and her heirs, executors and assigns, from each and every claim or cause of action that Opus West Corporation has or may have arising out of Gibson's employment with Opus West Corporation or the termination of that employment, whether known or unknown, foreseen or unforeseen, at the time of signing this Agreement. Gibson understands that nothing in this Agreement prohibits her from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), or participating in any investigation or proceeding conducted by the EEOC or another government agency.

The parties expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5. Unemployment Compensation. In consideration of the promises set forth in this Agreement, Opus West Corporation will not contest any claim Gibson makes for unemployment compensation benefits.
6. Continuation of Specified Benefits. Pursuant to COBRA, Gibson may be eligible to continue coverage, at Gibson'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 Corporation employees, for the applicable COBRA participation period that immediately follows the month in which Gibson's employment with Opus West Corporation is terminated. Gibson will become COBRA-eligible as of February 1, 2009. Any Long Term Disability and Short Term Disability coverage maintained by Gibson will cease as of the Separation Date.
7. Full Force and Effect: This Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to claims, demands and causes of action earlier specified in this Agreement.
8. Non-Admissions. This Agreement is not an admission of any liability or fault whatsoever on the part of Opus West Corporation and Opus West Corporation affirmatively denies any and all wrongdoing or liability in connection with Gibson's employment, separation from employment, or otherwise.
9. Indemnification: The parties warrant and represent that each has not heretofore assigned or transferred to any person not a party to the Agreement any released matter or any part or portion thereof and each shall defend, indemnify and hold harmless the other from and against any claim (including the payment of attorneys' fees and costs actually incurred whether or not litigation is commenced) based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.
10. Non-Disparagement. Opus West Corporation, along with its parent entity, affiliates and subsidiaries, and Gibson agree not to criticize or make any negative or disparaging remarks about the other, its affiliates, subsidiaries, related companies, parents, or any of their present or former owners, officers, directors, trustees or employees.
11. Third Party Inquiries. Opus West Corporation agrees that, unless otherwise ordered by a court of competent jurisdiction or authorized by Gibson in writing, if any person requests information about Gibson's employment by Opus West Corporation, Opus West Corporation will respond by stating that in accordance with company policy, Opus West Corporation will confirm only the fact of Gibson's employment, the dates of employment and the position held. Further, Opus West Corporation agrees to provide Gibson with a letter of reference (see letter included in separation package).

12. Consideration: Gibson acknowledges and agrees that she has reviewed this Agreement including the information about the separation offer described above and that she is being given up to eighty (80) calendar days from the Separation Date to consider this Agreement. Gibson acknowledges that if she signs this Agreement prior to the expiration of eighty (80) calendar days, Gibson does so freely and knowingly, and waives any and all further claims that such action or actions would affect the validity of this Agreement. Gibson acknowledges that any changes to this Agreement, whether material or nonmaterial, do not restart the eighty (80) calendar day period. Gibson, therefore, agrees (a) that her waiver of rights is knowing and voluntary; (b) that she has read and understands the terms of this Agreement and (c) has voluntarily accepted these terms for the purpose of making a full and final compromise of any and all claims, disputed or otherwise. If Gibson fails to sign this Agreement within eighty (80) calendar days of the Separation Date, this Agreement will be null and void and of no force and effect.
13. Attorney Review: Opus West Corporation has advised Gibson to consult with independent legal counsel prior to executing this Agreement. Gibson received this Agreement on March 30, 2009.
14. Severability: The parties agree that if any single section or provision of this Agreement should be found unenforceable, it shall be severed and the remaining sections and provisions shall be enforced in accordance with the terms of this Agreement.
15. Execution: This Agreement may be executed in two or more counterparts, each of which will take effect as an original and all of which shall evidence one and the same Agreement. Photographic copies or facsimile transmittals of such signed counterparts may be used in lieu of, and with the same effect as, the originals for any purpose.
16. Entire Agreement: This Agreement constitutes and contains the entire agreement and understanding between the parties and supersedes all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Agreement. This Agreement is an integrated document. This Agreement cannot be modified unless done so in writing signed by Gibson and Opus West Corporation's President.
17. Right to Rescind: Gibson understands that she may rescind (that is, cancel) this Agreement within seven (7) calendar days of signing this Agreement as to claims under the Age Discrimination in Employment Act and as to other claims subject to rescission by law. To be effective, her rescission must be in writing and delivered to Opus West Corporation, 2555 E. Camelback Road, Suite 800, Phoenix AZ 85016, attention Janet Mehling, Human Resources, by hand or by United States certified mail within the 7 calendar day period.
- If sent by United States certified mail, the rescission must be:
- postmarked within the applicable 7 calendar day period;
 - properly addressed to Opus West Corporation, 2555 E. Camelback Road, Suite 800, Phoenix AZ 85016, attention Janet Mehling, Human Resources, and
 - sent by United States certified mail, return receipt requested.
18. Effective and Enforceable: This Agreement is effective and enforceable on the eighth (8th) day following the date of execution of this Agreement by Gibson, if it is also executed by Opus West Corporation. The payment referred to in paragraph one (1) above will be made to Gibson within fifteen business days following the effective date of this Agreement as provided in this paragraph.
19. Attachment: Attached to this Agreement as Exhibit A is the Older Worker's Benefit Protection Act Notice.
20. Arbitration: Any dispute or controversy between Gibson, on the one hand, and Opus West Corporation (or any other Releasee), on the other hand, in any way arising out of, related to, or connected with this Agreement or the subject matter thereof, or otherwise in any way arising out of, related to, or connected with Gibson's employment with Opus West Corporation or the binding arbitration in Los Angeles, California, pursuant to California Civil Procedure Code Sections 1282-1284.2, with the exception of Sections 1283 and 1283.05. In the event of such arbitration, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred by such party in connection



therewith, including attorneys' fees and expenses. The nonprevailing party also shall be solely responsible for all costs of the arbitration, including but not limited to, the arbitrator's fees, court reporter fees, and any and all other administrative costs of the arbitration, and promptly shall reimburse the prevailing party for any portion of such costs previously paid by the prevailing party. Any dispute as to the reasonableness of costs and expenses shall be determined by the arbitrator.

EXECUTED this _____ day of _____ 2009, at _____ County, California.

Carolyn B. Gibson

EXECUTED this _____ day of _____ 2009, at _____ County, California

OPUS WEST CORPORATION

By: _____

Its: _____



Separation Agreement & General Release of A

ACKNOWLEDGMENT AND WAIVER

I, Carolyn B. Gibson, hereby acknowledge that I was given 80 days to consider the foregoing Agreement and voluntarily chose to sign the Agreement prior to the expiration of the 80-day period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED this ____ day of _____, 2009, at _____ County, California.

Carolyn B. Gibson



EXHIBIT A – page 1 of 3

Below is a listing of the employee job titles and ages of Opus West Corporation employees whose employment terminated on January 15, 2009 solely as a result of the company-wide reduction in force.

Employees of Opus West Corporation whose employment terminated on January 15, 2009 as a result of the company-wide workforce reduction are eligible to participate in Opus West Corporation's severance program.

Job Title of Employee	Age of Employee
Administrative Assistant	26
Financial Analyst	45
Payroll Specialist	39
Real Estate Director	50
Real Estate Director	47
Real Estate Director	48
Real Estate Director	58
Real Estate Manager	29
Real Estate Manager	34
Real Estate Manager	41
Real Estate Representative	26
Sales & Finance Associate	46
Sr Real Estate Director	55
Sr Real Estate Manager	36
Sr Real Estate Manager	35



EXHIBIT A - page 2 of 3

Below is a listing of the employee job titles and ages of Opus West Corporation employees who were not selected for termination in connection with the company-wide reduction in force on January 15, 2009.

Job Title of Employee	Age of Employee
Accountant	29
Accountant	26
Accounting Clerk	47
Accounting Manager	35
Accounting Manager	32
Accounting Manager	34
Accounting Manager	30
Accounting Specialist	33
Accounting Specialist	27
Accounting Specialist	65
Accounting Supervisor	30
Accounts Payable Specialist	45
Accounts Payable Specialist	53
Administrative Assistant	49
Administrative Assistant	23
Administrative Assistant	42
Administrative Assistant	48
Administrative Assistant	47
Administrative Assistant	57
Administrative Assistant	28
Administrative Assistant	25
Administrative Assistant	38
Controller	37
Director	36
Director, Sales & Finance	35
Director, Sales & Finance	33
Financial Analyst	44
Financial Analyst	60
Financial Analyst	34
Human Resources Assistant	30
Human Resources Manager	56
Mktg Svcs Manager	30
Network Administrator	32
Office Manager	45
Office Manager	51
Office Svcs Specialist	27
PC Desktop Support Analyst	26
Real Estate Assistant	24
Real Estate Coordinator	52
Real Estate Director	44



EXHIBIT A -- page 3 of 3

Below is a listing of the employee job titles and ages of Opus West Corporation employees who were not selected for termination in connection with the company-wide reduction in force on January 15, 2009.

Job Title of Employee	Age of Employee
Real Estate Director	41
Real Estate Director	41
Real Estate Manager	26
Real Estate Manager	41
Real Estate Manager	27
Real Estate Manager	27
Real Estate Manager	30
Real Estate Representative	29
Real Estate Representative	23
Real Estate Representative	23
Receptionist	70
Receptionist	22
Receptionist	23
Sales & Finance Associate	24
Sr Accountant	45
Sr Accountant	45
Sr Administrative Assistant	57
Sr Administrative Assistant	53
Sr Administrative Assistant	28
Sr Project Accountant	28
Sr Real Estate Director	47
Sr Real Estate Director	46
Sr Real Estate Director	46
Sr Real Estate Director	36
Sr Real Estate Manager	40
Vice President	47
Vice President	50
VP, Real Estate Develop	46
VP, Real Estate Develop	51
VP, Real Estate Develop	49
VP, Real Estate Develop	45
VP, Real Estate Develop	56
VP, Real Estate Develop	50
VP-General Counsel	50