

<b>UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: (Check Only One): <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.		Case Number: <div style="font-size: 24pt; font-family: cursive;">09-34356</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: 24pt; font-family: cursive;">PHILIP B. HAMILTON (previous employee)</div> <div style="text-align: center; font-weight: bold; font-size: 18pt;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 18pt;">OCT 09 2009</div> <div style="text-align: center; font-weight: bold; font-size: 18pt;">BMC GROUP</div>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: (If known)  Filed on: _____
Name and address where notices should be sent: <div style="font-size: 24pt; font-family: cursive;">PHILIP B. HAMILTON 15850 N. THOMPSON PEAK PARKWAY #1043</div> Telephone number: <u>480-772-0815</u> Email Address: <u>PBHAM@COX.NET</u> <u>SCOTTSDALE, AZ 85260</u>		<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): <div style="font-size: 24pt; font-family: cursive;">SAME</div> Telephone number: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>58,213.06</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: 24pt; font-family: cursive;">\$ 10,950</div>
2. Basis for Claim: <u>SERVICES PERFORMED</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>LAST 4 DIGITS OF SS# 3462</u> 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. (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: <div style="font-size: 24pt; font-family: cursive;">10.7.09</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: 24pt; font-family: cursive;">Philip B. Hamilton</div>	
		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)



**PROOF OF CLAIM FOR PHILIP B. HAMILTON**  
**OPUS WEST CORPORATION - Case Number 09-34356**

	<u>TOTAL DUE</u>	<u>AMOUNT PAID</u>	<u>AMOUNT OWED</u>
COMMISSIONS	\$68,787.67	(\$34,393.84)	\$34,393.84
MISC. - ROE	10,205	0	10,205
50% of Deferred Comp Balance	<u>17,017.78</u>	<u>(\$3,403.56)</u>	<u>\$13,614.22</u>
Total	\$96,010.45	(\$37,797.40)	\$58,213.06



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

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

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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. One hundred percent (100%) of all vested deferred payments will be made on March 13, 2009. 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.



MEMORANDUM

TO: Tom Roberts  
Vickie Sixta

FROM: Jeff Roberts

RE: Philip Hamilton  
Incentive Compensation

DATE: March 9, 2009

Following are the transactions closed for the period of October 1, 2008 through December 31, 2008:

	<u>S.F./Gross Profit</u>		<u>Rate **</u>		<u>%</u>		<u>Earned</u>			
<b><u>OCTOBER</u></b>										
Mill Crossing										
Native New Yorker - Pad sale			\$ 3,000.00	x	150%	(Sale - Bonus rate)	\$ 4,500.00			
Pima Center III - A										
Mutual of Omaha	31,017	x	\$ 0.4125	x	50%	(Signing)	6,397.26			
Pima Center III - C										
Taylor Morrison	16,540	x	\$ 0.4125	x	50%	(Signing)	3,411.38			
<b><u>NOVEMBER</u></b>										
Pima Center I										
State Farm Insurance	3,630	x	\$ 0.4125	x	50%	(Signing)	748.69			
<b><u>DECEMBER</u></b>										
Pima Center I										
Arizona Cancer Specialists	3,331	x	\$ 0.4125	x	50%	(Signing)	687.02			
Tempe Gateway										
UPS Store	1,338	x	\$ 0.4125	x	50%	(Signing)	275.96			
Pima Center III - C										
First American Title	93,753	x	\$ 0.4125	x	50%	(Signing)	19,336.56			
Pima Center II - E&F - HRT sale	\$ 5,630,000	x	\$ 0.0150	x	100%	(Sale)	84,450.00			
						Less 1/2 compensation paid to Manager	(13,519.20)			
						Less previously paid	(37,500.00)			
<b><u>MISCELLANEOUS</u></b>										
Opus West - Phoenix Region Return on Equity							9,625.00			
Opus West Corporation Return on Equity							580.00			
<b>TOTAL EARNED</b>							<u>78,992.67</u>			
Cash Portion @ 100%							<u>100%</u>			
<b>TOTAL DUE</b>							<u>\$ 78,992.67</u>			
Long Term Portion						Refund 2008 Long Term deductions	\$ (5,884.25)			
Total 2008 Long Term	\$	<u>2,961.92</u>	+	<u>2,434.08</u>	+	<u>488.25</u>	+	<u>(5,884.25)</u>	= \$	<u>-</u>

\*\* Rate includes 50% bonus for 4th quarter office, industrial and retail leasing

Note: Total incentive earned for Q1-Q3 2008 prior to separation does not exceed \$50,000, therefore 20% deferral is not applicable. Deferred amounts for 1st through 3rd quarter incentive payments refunded with 4th quarter payment.

cc: Philip Hamilton

**OPUS WEST CORPORATION**  
**Long-Term Incentive Compensation**  
**Philip Hamilton**

Year Paid	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
<b>2005 Deferral</b>											
Interest @ 8%				0.00	0.00						
Subtotal					0.00						
2007 payment					0.00						
Balance					0.00						
Interest @ 8%					0.00	0.00					
Subtotal						0.00					
2008 payment						0.00					
Balance						0.00					
Interest @ 8%						0.00	0.00				
Subtotal							0.00				
2009 payment							0.00				
Balance							0.00				
Interest @ 8%							0.00	0.00			
Subtotal								0.00			
2010 payment								0.00			
Balance								0.00			
Interest @ 8%								0.00	0.00		
Subtotal									0.00		
2011 payment									0.00		
Balance									0.00		
Interest @ 8%									0.00	0.00	
Subtotal										0.00	
2012 payment										0.00	
Balance										0.00	
Interest @ 8%										0.00	0.00
Subtotal											0.01
2012 payment											0.01
Balance											(0.01)
Interest @ 8%											0.00
Subtotal											0.00
<b>2006 Deferral</b>											
Interest @ 8%					0.00	0.00					
Subtotal						0.00					
2008 payment						0.00					
Balance						0.00					
Interest @ 8%						0.00	0.00				
Subtotal							0.00				
2009 payment							0.00				
Balance							0.00				
Interest @ 8%							0.00	0.00			
Subtotal								0.00			
2010 payment								0.00			
Balance								0.00			
Interest @ 8%								0.00	0.00		
Subtotal									0.00		
2011 payment									0.00		
Balance									0.00		
Interest @ 8%									0.00	0.00	
Subtotal										0.00	
2012 payment										0.00	
Balance										0.00	
Interest @ 8%										0.00	0.00
Subtotal											0.01
2012 payment											0.01
Balance											(0.01)
Interest @ 8%											0.00
Subtotal											0.00
<b>2007 Deferral</b>											
Interest @ 8%						39,393.01	39,393.01				
Subtotal							3,151.44				
2009 payment							42,544.45				
Balance							(8,508.89)				
Interest @ 8%							34,035.56	34,035.56			
Subtotal								2,722.84			
2010 payment								36,758.40			
Balance								(9,598.03)			
Interest @ 8%								27,160.37	27,160.37		
Subtotal									2,172.83		
2011 payment									29,333.20		
Balance									(10,357.16)		
Interest @ 8%									18,976.04	18,976.04	
Subtotal										1,518.08	
2012 payment										20,494.12	
Balance										(10,702.49)	
Interest @ 8%										9,791.63	9,791.63
Subtotal											783.33
2013 payment											10,574.96
Balance											(10,574.96)
											0.00
Balance Forward	0.00	0.00	0.00	0.00	0.00	0.00	39,393.01	34,035.56	27,160.37	18,976.04	9,791.63
L.T. Additions	0.00	0.00	0.00	0.00	0.00	0.00	39,393.01	34,035.56	27,160.37	18,976.04	9,791.63
Total Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,151.44	2,722.84	2,172.83	1,518.09
Total Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(8,508.89)	(9,598.03)	(10,357.16)	(10,702.50)
L.T. Balance	0.00	0.00	0.00	0.00	0.00	0.00	39,393.01	34,035.56	27,160.37	18,976.04	9,791.63
											0.00

**OPUS WEST CORPORATION**  
**Long-Term Incentive Compensation**  
**Philip Hamilton**

Year Paid	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
<b>2002 Deferral</b>	0.00	0.00									
Interest @ 8%		0.00									
Subtotal		0.00									
2004 payment		0.00									
Balance		0.00	0.00								
Interest @ 8%			0.00								
Subtotal			0.00								
2005 payment			0.00								
Balance			0.00	0.00							
Interest @ 8%				0.00							
Subtotal				0.00							
2006 payment				0.00							
Balance				0.00	0.00						
Interest @ 8%					0.00						
Subtotal					0.00						
2007 payment					0.00						
Balance					0.00	0.00					
Interest @ 8%						0.00					
Subtotal						0.00					
2008 payment						0.00					
Balance						0.00	0.00				
Interest @ 8%							0.00				
Subtotal							0.00				
2009 payment							0.00				
Balance							0.00	0.00			
Interest @ 8%								0.00			
Subtotal								0.00			
2010 payment								0.00			
Balance								0.00	0.00		
Interest @ 8%									0.00		
Subtotal									0.00		
2011 payment									0.00		
Balance									0.00	0.00	
Interest @ 8%										0.00	
Subtotal										0.00	
2012 payment										0.00	
Balance										0.00	0.00
Interest @ 8%											0.00
Subtotal											0.00
2013 payment											0.00
Balance											0.00
Interest @ 8%											0.00
Subtotal											0.00

Continued on next page



## Separation Agreement & General Release of All Claims

THIS SEPARATION AGREEMENT & GENERAL RELEASE OF ALL CLAIMS (the "Agreement") is being made between Opus West Corporation ("Opus West Corporation") and Philip B. Hamilton ("Hamilton"). This Agreement is being entered into as of the 13th of January, 2009 ("Notification Date"). Opus West Corporation and Hamilton 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 Corporation and Hamilton agree to terminate their employee-employer relationship.

1. Separation of Employment. Opus West Corporation and Hamilton agree that the employment relationship between Opus West Corporation and Hamilton shall be voluntarily terminated on Separation Date. Hamilton'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 Hamilton's retirement and 401(k) accounts to Hamilton, as provided under the Opus plan provisions).
2. Separation Payments. Opus West Corporation agrees to pay Hamilton 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 Hamilton'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. Opus West Corporation agrees to pay Hamilton one-time final lump sum of \$276.90 less tax withholding and other deductions authorized by law to assist with the COBRA medical insurance premium costs required to extend Hamilton's applicable medical benefit plans (i.e., such plans as are in effect for Hamilton as of the Separation Date) under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Thereafter, Hamilton 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.
  - c. Hamilton 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.
  - d. Hamilton acknowledges that if he has a vested balance in the Opus Deferred Compensation Plan (i.e. Non-Officer 80/20 Plan) sponsored by Opus Group of Companies, then he will be eligible for a payout of the vested balance pursuant to the Plan Document as amended and restated effective January 1, 2009.
  - e. Hamilton acknowledges that if he has an unvested balance in the Opus Deferred Compensation Plan (i.e. Non-Officer 80/20 Plan) sponsored by Opus Group of Companies, then he will be eligible for a payout of 50% of the unvested balance as determined by the company, in its sole discretion, pursuant to the Plan Document as amended and restated effective January 1, 2009.
3. No Additional Compensation or Bonus. Hamilton acknowledges and agrees that his separation from employment with Opus West Corporation 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 Corporation which are not outlined in the terms of this Agreement. Hamilton 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 Corporation will not contest any claim Hamilton makes for unemployment compensation benefits.
5. Continuation of Specified Benefits. Pursuant to COBRA, Hamilton may be eligible to continue coverage, at Hamilton's own expense, in company provided (and if elected) Medical, Dental, Vision Plan, Basic Life and Dependent Life,



## Separation Agreement & General Release of All Claims

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 Hamilton's employment with Opus West Corporation is terminated. Hamilton will become COBRA-eligible as of February 1, 2009. Any Long Term Disability and Short Term Disability coverage maintained by Hamilton will cease as of the Separation Date.

6. Return of Company Property. Hamilton agrees that on or before the Separation Date, he will return to Opus West Corporation 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 Corporation equipment, documents, data bases, and other information containing or relating to Opus West Corporation's business will be returned no later than 5:00 pm on January 15, 2009.
7. Confidentiality. Hamilton acknowledges that during his employment with Opus West Corporation, he 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. Hamilton agrees that he will neither use nor disclose to any unauthorized person (unauthorized persons include but is not limited to Opus customers) without the prior written consent of Opus West Corporation, any Confidential Information concerning Opus West Corporation, its parent entity, affiliates and subsidiaries, which Hamilton obtained while in Opus West Corporation's employment provided, however, that this paragraph shall not prevent Hamilton from the use or disclosure of information known generally to the public (other than that information which Hamilton may have disclosed to the public in breach of this Agreement). Hamilton also agrees that he shall not disclose or permit the disclosure of any information concerning this Agreement to anyone, except that Hamilton 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.
8. Mutual Release of Claims. Hamilton hereby releases and discharges Opus West Corporation, its parent entity, affiliates and subsidiaries, their past and present officers, employees and agents, and the successors of each, from any and all manner of actions, causes of actions, individual or class action claims or demands of every kind whatsoever, whether known, suspected or unknown in law or in equity and however originating or existing to the date hereof including, but not limited to, all claims under Title VII of the Civil Act of 1964 (as amended), the Age Discrimination in Employment Act (as amended by the Older Workers' Benefit Protection Act of 1990), any Arizona state anti-discrimination laws prohibiting employment discrimination, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, and any other federal, state or local law or regulation prohibiting employment discrimination; and including, but not limited to, any claims for defamation, wrongful or retaliatory discharge, invasion of privacy, breach of contract, fraud or misrepresentation, assault, battery, whistleblowing, claims for compensation, bonuses, commission, vacation pay, sick pay, and any and all other compensation, negligence and all other claims or potential claims arising out of the terms and conditions of Hamilton's employment and the termination of such employment by Opus West Corporation, its parent entity, affiliates or subsidiaries, or the actions of any of the officers, employees or agents of Opus West Corporation. Hamilton also waives any right to become, and promises not to become, a member of any class action which asserts claims related to his employment or termination which have arisen on or before his Separation Date. If Hamilton, without his knowledge, is made a member of any such class, he agrees to opt out of the class at the first opportunity. Hamilton also agrees to sign, without objection or delay, an "opt-out" form presented to him either by the court or by counsel for Opus West Corporation. This Agreement does not waive or release: (a) any claim arising after the Separation Date of this Agreement, (b) any presently vested rights of Hamilton under the terms of Opus West Corporation applicable retirement or 401(k) plans, or other fringe benefits, (c) Hamilton'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, (d) unemployment compensation benefits and workers compensation benefits, (e) Hamilton's rights under this Agreement, (f) any claims that the law does not allow to be waived or released, or (g) 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 Hamilton and his heirs, executors and assigns, from each and every claim or cause of action that Opus West Corporation has or may have





## Separation Agreement & General Release of All Claims

arising out of Hamilton'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. Hamilton understands that nothing in this Agreement prohibits him from filing a charge or complaint, including a challenge to the validity of this release of claims, with the Equal Employment Opportunity Commission ("EEOC"), the Civil Rights Division of the Arizona Attorney General's office, or equivalent state agency, or participating in any investigation or proceeding conducted by the EEOC, the Civil Rights Division of the Arizona Attorney General's office, or equivalent state agency, however, Hamilton waives his right to any personal monetary recovery in any suit, charge or complaint brought on his behalf by the EEOC, the Civil Rights Division of the Arizona Attorney General's office, or equivalent state agency.

9. Cooperation. Hamilton agrees that he will cooperate with Opus West Corporation and its parent entity, subsidiaries or affiliates in any claims or lawsuits about which he may have knowledge of the facts. Hamilton further agrees that he will make himself reasonably available to discuss and testify regarding facts known to him regarding the claims or lawsuits. Hamilton further agrees to immediately inform Hamilton if he is served with a subpoena related to his employment with Opus West Corporation, or its parent entity, affiliates or subsidiaries.
10. Agreements not to Sue. Hamilton agrees not to sue or bring any action, whether federal, state, or local, judicial or administrative, now or at any future time, against Opus West Corporation, or its parent entity, affiliates or subsidiaries with respect to any claim released herein or arising out of his employment with Opus West Corporation or any conduct or event occurring up to the Separation Date. This Agreement does not limit any right Hamilton may have to file a charge with an administrative agency or to participate in an investigation conducted or claim brought by the Equal Employment Opportunity Commission or other administrative agency. This Agreement does, however, waive and release all rights to recover damages resulting from such investigation or claim. This paragraph does not waive the right to sue with respect to claims arising after the Separation Date.
11. 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 Hamilton's employment, separation from employment, or otherwise.
12. Non-Disparagement. Opus West Corporation, along with its parent entity, affiliates and subsidiaries, and Hamilton 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.
13. Third Party Inquiries. Opus West Corporation agrees that, unless otherwise ordered by a court of competent jurisdiction or authorized by Hamilton in writing, if any person requests information about Hamilton'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 Hamilton's employment, the dates of employment and the position held. Further, Opus West Corporation agrees to provide Hamilton with a letter of reference (see letter included in separation package).
14. Consideration and Attorney Review. Hamilton acknowledges and agrees that he has reviewed this Agreement, including the information about the separation offer described above and that he is being given up to forty-five (45) calendar days from the Notification Date to consider this Agreement. Hamilton further acknowledges that by virtue of being presented with this Agreement, he has had the opportunity to consult with legal counsel prior to signing this Agreement. Hamilton acknowledges that if he signs this Agreement prior to the expiration of forty-five (45) calendar days, Hamilton does so freely and knowingly, and waives any and all further claims that such action or actions would affect the validity of this Agreement. Hamilton acknowledges that any changes to this Agreement, whether material or nonmaterial, do not restart the forty-five (45) calendar day period. Hamilton, therefore, agrees (a) that his waiver of rights is knowing and voluntary; (b) that he 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 Hamilton fails to sign this Agreement within forty-five (45) calendar days of the Separation Date, this Agreement will be null and void and of no force and effect.
15. Right to Rescind. Hamilton understands that he may rescind (that is, cancel) this Agreement within seven (7) calendar days of signing the Agreement as to claims under the Age Discrimination and Employment Act and seven (7) calendar days of



## Separation Agreement & General Release of All Claims

signing this Agreement as to claims subject to rescission by law. To be effective, his 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:

- a. postmarked within the applicable 7 calendar day period;
- b. properly addressed to Opus West Corporation, 2555 E. Camelback Road, Suite 800, Phoenix, AZ 85016, attention Janet Mehling, Human Resources, and
- c. sent by United States certified mail, return receipt requested.

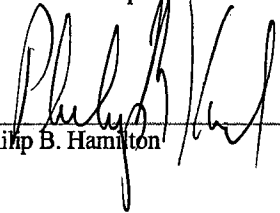
16. Governing Law, Venue, & Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona and federal law where applicable. Any dispute arising under this Agreement, or requiring the interpretation or application of this Agreement, shall take place in the courts in Maricopa County, in the State of Arizona.
17. 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.
18. Entire Agreement. Hamilton understands and agrees that this Agreement contains all of the agreements between Opus West Corporation and Hamilton. There are no other written or oral agreements between them as of the date of execution of this Agreement.

Date: 1-25-09

Opus West Corporation

By:   
Jeff Roberts, Vice President RE Development  
Opus West Corporation

Date: 1-21-09

  
Philip B. Hamilton