

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:

OPUS WEST CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 09-34356-hdh-11

Jointly Administered

**AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION OF
OPUS WEST CORPORATION, OPUS WEST CONSTRUCTION
CORPORATION, AND OPUS WEST LP, DATED AS OF DECEMBER 2, 2009**

Clifton R. Jessup, Jr.
State Bar No. 10655020
Bruce H. White
State Bar No. 21288850
Bryan L. Elwood
State Bar No. 24029535
GREENBERG TRAURIG, LLP
2200 Ross Ave., Suite 5200
Dallas, Texas 75201
Telephone: 214-665-3600
Facsimile: 214-665-5938

*Counsel for Opus West Corporation and
Opus West Construction Corporation*

Peter Franklin
State Bar No. 07378000
Doug Skierski
State Bar No. 24008046
Erin K. Lovall
State Bar No. 24032553
FRANKLIN SKIERSKI
LOVALL HAYWARD, LLP
10501 N. Central Expressway, Suite 106
Dallas, Texas 75231
Telephone: 972-755-7100
Facsimile: 972-755-7110

Counsel for Opus West LP

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Opus West Corporation (1533); Opus West Construction Corporation (5917); Opus West LP (5535); Opus West Partners, Inc. (5537); and O.W. Commercial, Inc. (9134).

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Opus West Corporation, Opus West Construction Corporation, and Opus West LP hereby file this Amended Joint Chapter 11 Plan of Liquidation of Opus West Corporation, Opus West Construction Corporation, and Opus West LP, Dated as of December 2, 2009. For the avoidance of doubt, the term "Debtors" as used in this Plan and in the Disclosure Statement shall not include related debtors O.W. Commercial, Inc. or Opus West Partners, Inc., each of which are expressly excluded from the terms of this Plan, will be administered separate and apart from the provisions of this Plan, and are anticipated to be converted to debtors under Chapter 7 of the Bankruptcy Code or otherwise have their pending Chapter 11 cases dismissed.

ARTICLE 1 **INTRODUCTION**

1.1 Introduction.

This Plan is proposed by and on behalf of the Debtors (as defined below) under Chapter 11 of the Bankruptcy Code. Reference is made to the Disclosure Statement accompanying the Plan for a discussion of the Debtors' history, results of operations, historical financial information and properties, and for a summary and analysis of the Plan. All holders of Claims against a Debtor are encouraged to read the Plan and the Disclosure Statement in their entirety before voting to accept or reject the Plan.

1.2 Prior Liquidation of Assets and General Plan Structure.

The Debtors previously determined, in the discharge of their statutory fiduciary duties under the Bankruptcy Code, that it was in the Debtors' and Creditors' best interests that substantially all of the Debtors' assets be liquidated in an orderly fashion, with the net proceeds of such dispositions being distributed in accordance with prior orders of the Court and pursuant to the terms and provisions of a Chapter 11 plan. The Debtors have sold a significant portion of their real property and equity interests held in other entities, rejected substantially all of their executory contracts and unexpired leases, collected many of their accounts receivable, and sold certain other miscellaneous assets. As of the Confirmation Date, it is anticipated that the Debtors' only remaining assets not converted to Cash are outstanding accounts receivable (owing from both Debtors' customers and vendors) and Debtors' potential claims or Causes of Action against third parties.

The execution and consummation of this Plan will be facilitated through the establishment of a Surviving Officer to liquidate the Debtors' remaining assets, administer the Debtors' assets, investigate and pursue Causes of Action, and make Distributions under the Plan from the proceeds therefrom.

ARTICLE 2 **DEFINITIONS AND INTERPRETATION**

In addition to such other terms as may be defined in other provisions of the Plan, the following capitalized terms shall have the following meanings:

2.1 Definitions.

2.1.1 “Administrative Expense” shall mean (a) any cost or expense of administration in connection with this Case of a kind specified in Sections 364(c)(1), 503(b), or 507(a)(1) of the Bankruptcy Code, including without limitation, the actual, necessary costs and expenses of preserving one or more of the Estates and of operating the business of the Debtors, including wages, salaries, commissions, or any other compensation for services rendered on or after July 6, 2009, (b) compensation for legal or other services and reimbursement of costs and expenses under Sections 330(a) or 331 of the Bankruptcy Code or otherwise allowed by the Court, and (c) all fees and charges assessed against any Estate under 28 U.S.C. § 1930. For the avoidance of doubt, Administrative Expenses include (i) fees earned and expenses incurred by Professionals, (ii) expenses incurred by the members of the Committee, and (iii) expenses incurred, if any, by an Entity in making a substantial contribution in the Case pursuant to Section 503(b)(3) or (4) of the Bankruptcy Code for any period between the Petition Date and the Effective Date.

2.1.2 “Administrative Expense Claim Bar Date” shall mean the thirtieth (30th) day following the Effective Date.

2.1.3 “Administrative Operating Expense” shall mean (a) any cost or expense of administration in connection with this Case of a kind specified in Sections 364(c)(1), 503(b), or 507(a)(1) of the Bankruptcy Code, including without limitation, the actual, necessary costs and expenses of preserving one or more of the Estates and of operating the business of the Debtors, including wages, salaries, commissions, or any other compensation for services rendered on or between July 6, 2009, and the Effective Date (but excluding those costs or expenses that qualify as an Administrative Expense), and (b) the value of goods delivered to a Debtor within twenty days prior to the Petition Date pursuant to Section 503(b)(9) of the Bankruptcy Code.

2.1.4 “Administrative Operating Expense Claim Bar Date” shall mean the thirtieth (30th) day following the Effective Date.

2.1.5 “Allowed” shall mean, with respect to Claims and Interests, (a) any Claim against or Interest in the Debtors, proof of which is timely Filed or by order of the Bankruptcy Court is not or will not be required to be Filed, (b) any Claim or Interest that has been or is hereafter listed in the Schedules as neither disputed, contingent, nor unliquidated, and for which no timely Filed proof of Claim has been Filed, (c) any Interest registered in the Debtors’ books and records as of the Petition Date, or (d) any Claim allowed pursuant to the Plan and, in each such case in (a), (b), and (c) above, as to which either (i) no objection to the allowance thereof has been Filed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or (ii) such an objection is so Filed and the Claim or Interest shall have been allowed pursuant to a Final Order (but only to the extent so allowed).

2.1.6 “Ballot” shall mean the ballot form on which holders of Impaired Claims entitled to vote on the Plan indicate their acceptance or rejection of the Plan.

2.1.7 “Balloting Deadline” shall mean 4:00 p.m. (Prevailing Texas Time) on January 4, 2010, which is the deadline established by the Court for the submission of Ballots to the Debtors in accordance with the Voting Procedures.

2.1.8 “Bankruptcy Code” shall mean the Bankruptcy Reform Act of 1978, as subsequently amended, principally codified at 11 U.S.C. §§ 101, *et seq.* Unless otherwise stated herein or the Disclosure Statement, all references to “Section” are to the Bankruptcy Code.

2.1.9 “Bankruptcy Court” or “Court” shall mean the United States Bankruptcy Court for the Northern District of Texas, or, such other court of competent jurisdiction.

2.1.10 “Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure promulgated by the United States Supreme Court pursuant to 28 U.S.C. § 2075, as subsequently amended, and, where appropriate, the Local Bankruptcy Rules of the Bankruptcy Court.

2.1.11 “Bar Date” shall mean and be (1) November 9, 2009, for the Filing of proofs of Claim and proofs of Interest by non-governmental parties, and (2) that certain date set pursuant to separate order of the Court for the Filing of proofs of Claim and proofs in Interest by governmental parties. The Bar Date is the last date on which proofs of Claim or proofs of Interest may be timely Filed against the Debtors.

2.1.12 “Business Day” shall mean any day except Saturday, Sunday, or legal holiday in the State of Texas.

2.1.13 “Case” shall mean the jointly administered voluntary cases filed by the Debtors currently pending in the Bankruptcy Court under Chapter 11 of the Bankruptcy Code and being administered under Case No. 09-34356.

2.1.14 “Cash” shall mean cash and cash equivalents that evidence immediately available funds, including, without limitation, currency, certified checks, cashier’s checks, or wire transfers of immediately available funds from any source or a check drawn on a domestic bank.

2.1.15 “Cause of Action” shall mean any action, cause of action, suit, account, controversy, agreement, promise, right to legal remedies, right to equitable remedies, right to payment, and Claim, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured and whether asserted or assertable directly or indirectly or derivatively, in law, equity, or otherwise, including (a) Chapter 5 Causes of Action, (b) damages (general, exemplary, or both) relating to or based on (i) contract, fraud, negligence, gross negligence, willful misconduct, or any tort actions, (ii) violations of federal or state securities laws, (iii) violations of applicable corporate or partnership laws, (iv) breaches of fiduciary or agency duties, or (v) causes of action based upon alter ego or other liability theories, (c) damages based on any other claim of the Debtors, to the extent not specifically compromised or released pursuant to the Plan or an agreement

referred to, or incorporated into, the Plan or Final Order entered after notice and opportunity for hearing, (d) any claims of the Debtors for equitable subordination under Section 510(c) of the Bankruptcy Code or under other applicable laws, (e) any claim of the Debtors to recharacterize one or more Claims as Interests, and (f) any unresolved objection to any Disputed Claim.

2.1.16 “Chapter 5 Cause of Action” shall mean any Cause of Action arising under Sections 510, 544 through 551, and 553 of the Bankruptcy Code or otherwise arising under the Bankruptcy Code.

2.1.17 “Chapter 11” shall mean Chapter 11 of the Bankruptcy Code.

2.1.18 “Chapter 11 Case” means the above-captioned jointly administered bankruptcy case pending in the Bankruptcy Court under Chapter 11 of the Bankruptcy Code.

2.1.19 “Claim” shall mean a claim against the Debtors, whether or not asserted, as defined in Section 101(5) of the Bankruptcy Code, by whatever right the Creditor may have against the Debtors.

2.1.20 “Claims Objection Deadline” shall mean a date which is sixty (60) days following the Effective Date.

2.1.21 “Class” shall mean any group of substantially similar Claims or Interests classified by the Plan pursuant to Section 1122 of the Bankruptcy Code.

2.1.22 “Collateral” shall mean any property of the Debtors, the Estates, or any interest of Debtors’ or the Estate’s property subject to a Lien to secure the payment of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code.

2.1.23 “Committee” shall mean the Official Committee of Unsecured Creditors duly appointed on July 15, 2009, by the United States Trustee pursuant to that certain *Appointment of Official Committee of Unsecured Creditors* filed with the Bankruptcy Court as Docket No. 89, as may have been reconstituted from time to time.

2.1.24 “Confirmation” shall mean the entry of a Confirmation Order.

2.1.25 “Confirmation Date” shall mean the date on which the Confirmation Order is entered on the docket for the Case maintained by the Clerk of the Bankruptcy Court.

2.1.26 “Confirmation Hearing” shall mean the hearing held by the Bankruptcy Court regarding Confirmation of the Plan, as such may be continued from time to time, pursuant to Section 1129 of the Bankruptcy Code.

2.1.27 “Confirmation Order” shall mean the order signed by the Court and caused to be entered that confirms this Plan pursuant to Section 1129 of the Bankruptcy Code.

2.1.28 “Creditor” shall mean any Entity that is the holder of a Claim that arose on or before the Petition Date or a Claim of the kind specified in Sections 502(g), 502(h), or 502(i) of the Bankruptcy Code.

2.1.29 “Debtors” shall mean the collective reference to Opus West Corporation, Opus West Construction Corporation, and Opus West LP. For the avoidance of doubt, the term “Debtors” as used in this Plan and in the Disclosure Statement shall not include related debtors O.W. Commercial, Inc. or Opus West Partners, Inc., each of which are expressly excluded from the terms of this Plan and shall be administered separate and apart from the provisions of this Plan.

2.1.30 “Deficiency Claim” shall mean the amount by which an Allowed Claim exceeds the value of any Collateral securing such Claim as may be determined by the Bankruptcy Court in accordance with Section 506(a) of the Bankruptcy Code. A Deficiency Claim is a General Unsecured Claim but only if the holder of the Claim had recourse against the Debtor prior to any foreclosure on the Collateral.

2.1.31 “Disclosure Statement” shall mean that certain *Amended Disclosure Statement in Support of the Amended Joint Chapter 11 Plan of Liquidation of Opus West Corporation, Opus West Construction Corporation, and Opus West LP, Dated as of December 2, 2009* accompanying this Plan, as approved by the Bankruptcy Court for Distribution pursuant to Section 1125 of the Bankruptcy Code, together with any amendments or modifications thereto.

2.1.32 “Disputed Claim” shall mean the portion (including, when appropriate, the whole) of a Claim that is not an Allowed Claim as to which: (a) a proof of Claim has been Filed, or deemed Filed under applicable law or order of the Bankruptcy Court; (b) an objection has been or may be timely Filed; and (c) such objection has not been (i) withdrawn, (ii) overruled or denied in whole or in part pursuant to a Final Order, or (iii) granted in whole or part pursuant to a Final Order. Before the time that an objection has been or may be Filed, a Claim shall be considered a Disputed Claim (A) if the amount or classification of the Claim specified in the proof of Claim exceeds the amount or classification of any corresponding Claim scheduled by the Debtors in the Schedules, to the extent of such excess, (B) in its entirety, if any corresponding Claim scheduled by the Debtors has been scheduled as disputed, contingent, or unliquidated in the Schedules, or (C) in its entirety, if no corresponding Claim has been scheduled by the Debtors in its Schedules. It may also refer to a Disputed Claim in a specified Class. For example, a Disputed General Unsecured Claim is a Disputed Claim in the General Unsecured Claims Class.

2.1.33 “Disputed Claim Reserve Account” shall mean that account into which the Disputed Claim Reserve Amount shall be deposited.

2.1.34 “Disputed Claim Reserve Amount” shall mean that portion of any Estate’s property that would be allocated for Distribution to Disputed General Unsecured Claims if all such Disputed Claims were Allowed Claims.

2.1.35 “Distribution” shall mean any property delivered or made under the Plan.

2.1.36 “Effective Date” shall mean a Business Day selected by the Debtors that is not less than eleven (11) days after the Confirmation Date and not more than forty-five (45) days after the Confirmation Date.

2.1.37 “Entity” shall mean any individual, corporation, partnership, joint venture, association, joint stock company, unincorporated organization, estate, trust, governmental unit, or other entity, including the Debtors and the United States Trustee, whether singular or plural.

2.1.38 “Estate” or “Estates” shall mean one or all of the bankruptcy estates created in this Case pursuant to Section 541 of the Bankruptcy Code.

2.1.39 “Face Amount” shall mean (a) with respect to a particular Claim, (i) if the Claim is listed in the Schedules and the holder of such Claim has not Filed a proof of Claim within the applicable period of limitation fixed by the Bankruptcy Court pursuant to the Bankruptcy Code, the Bankruptcy Rules, or other applicable law, the amount of such Claim that is listed in the Schedules as not disputed, contingent, or unliquidated, or (ii) if the holder of such Claim has Filed a proof of Claim with the Bankruptcy Court within the applicable period of limitation fixed by the Bankruptcy Court pursuant to the Bankruptcy Code, the Bankruptcy Rules, or other applicable law, the liquidated amount stated in such proof of Claim, or such amount as is determined by the Final Order of the Bankruptcy Court, (b) in the case of an Administrative Expense or an Administrative Operating Expense, the liquidated amount set forth in any application Filed with respect thereto, or the amount set forth in the Debtors’ books and records or such amount as is determined pursuant to a Final Order, or (c) in all other cases, zero or such amount as shall be fixed or estimated pursuant to a Final Order.

2.1.40 “File” or “Filed” or “Filing” shall mean file or filed or filing with the Bankruptcy Court in this Case.

2.1.41 “Final Order” shall mean an order or judgment of a court as to that has not been reversed, amended, vacated, or stayed and as to which (a) the time to appeal or to seek certiorari or review has expired and as to which no appeal or petition for certiorari or review has been timely filed, or (b) any timely filed appeal or petition for certiorari or review has been finally determined or dismissed; *provided, however*, that the possibility or reality that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be Filed relating to such order, shall not cause such order not to be a Final Order.

2.1.42 “General Unsecured Claim” shall mean any Claim that is not an Administrative Expense, an Administrative Operating Expense, a Priority Tax Claim, a Priority Non-Tax Claim, a Secured Claim, or a Secured Tax Claim. For the avoidance of doubt, General Unsecured Claims shall include the Deficiency Claims of holders of Secured Claims and of holders of mechanics’ and materialmen Claims.

2.1.43 "**Governmental Unit**" shall have the meaning set forth in Section 101(27) of the Bankruptcy Code.

2.1.44 "**Impaired**" shall have the meaning as set forth in Section 1124 of the Bankruptcy Code.

2.1.45 "**Interest**" shall mean any stock or membership interest in the Debtors.

2.1.46 "**Lien**" shall mean any security interest, charge against, encumbrance on, or other interest in property, the purpose of which is to secure payment of a debt or performance of an obligation.

2.1.47 "**Opus West**" shall mean Debtor Opus West Corporation.

2.1.48 "**Oversight Committee**" shall mean the three (3) member committee consisting of two (2) members selected by the Committee and one (1) member selected by the Debtors to serve on and after the Effective Date of the Plan to oversee the actions of the Surviving Officer. The Debtors shall file a notice with the Bankruptcy Court disclosing the name and contact information for each member of the Oversight Committee no later than ten (10) days prior to the Confirmation Hearing.

2.1.49 "**OWCC**" shall mean Debtor Opus West Construction Corporation.

2.1.50 "**OWL**" shall mean Debtor Opus West LP.

2.1.51 "**Petition Date**" shall mean July 6, 2009, the date on which the Case was commenced.

2.1.52 "**Plan**" shall mean this *Amended Joint Chapter 11 Plan of Liquidation of Opus West Corporation, Opus West Construction Corporation, and Opus West LP, Dated as of December 2, 2009*, including any amendments or modifications hereto as may hereafter be Filed in accordance with the requirements of Section 1127 of the Bankruptcy Code.

2.1.53 "**Plan Documents**" shall mean the agreements, documents, and instruments entered into on or as of the Effective Date as contemplated by, and in furtherance of, the Plan (including all documents necessary to consummate the transactions contemplated in the Plan), copies of which shall be available upon request to Debtors' counsel.

2.1.54 "**Priority Non-Tax Claim**" shall mean a Claim, other than an Administrative Expense Claim, an Administrative Operating Expense, or a Priority Tax Claim, entitled to priority in payment under Section 507(a) of the Bankruptcy Code.

2.1.55 "**Priority Tax Claim**" shall mean a Claim entitled to priority in payment pursuant to Sections 502(i) and 507(a)(8) of the Bankruptcy Code.

2.1.56 “Professional” shall mean each Entity either (a) employed by an order of the Court in accordance with Sections 327 or 1103 of the Bankruptcy Code providing for compensation for services rendered prior to the Effective Date pursuant to Sections 327, 328, 329, 330, and 331 of the Bankruptcy Code, or (b) seeking compensation and reimbursement pursuant to Section 503(b)(2) or (4) of the Bankruptcy Code.

2.1.57 “Rejection Claim” shall mean any Claim arising from the rejection of any executory contract or unexpired lease pursuant to this Plan, including, but not limited to, any Claim of (a) a lessor for damages resulting from the rejection of a lease of real property as any such Claim shall be calculated in accordance with Section 502(b)(6) of the Bankruptcy Code, or (b) an employee for damages resulting from the rejection of an employment agreement as any such Claim shall be calculated in accordance with Section 502(b)(7) of the Bankruptcy Code. A Rejection Claim shall constitute a General Unsecured Claim.

2.1.58 “Rejection Damages Bar Date” shall mean, unless otherwise established by Final Order of the Bankruptcy Court, the date established pursuant to Section 365 of the Bankruptcy Code but in no event later than thirty (30) days after the entry date of the Confirmation Order.

2.1.59 “Schedules” shall mean the schedules of assets and liabilities and the statement of financial affairs Filed by each Debtor under Section 521 of the Bankruptcy Code and Bankruptcy Rule 1007 on August 10, 2009, as may have been amended from time to time.

2.1.60 “Secured Claim” shall mean a Claim that arose before the Petition Date, to the extent secured by a Lien or other security interest on property of the Debtors, which Lien is valid, perfected, and enforceable under applicable law and which is not subject to avoidance under the Bankruptcy Code or other applicable non-bankruptcy law and which is duly established in the Case, to the extent of the value of such property (a) as set forth in the Plan, (b) as agreed to by the holder of such Claim and a Debtor, or (c) as determined pursuant to a Final Order in accordance with Section 506(a) or, as applicable, Section 553 to the extent of such setoff.

2.1.61 “Secured Tax Claim” shall mean a Secured Claim of a Governmental Unit for property taxes assessed or for property taxes if and to the extent that the Lien securing such Claim attached under applicable law before the commencement of the Chapter 11 Case.

2.1.62 “Surviving Officer” shall mean the person appointed and designated as provided herein as the Surviving Officer effective on the Effective Date, and any successor Surviving Officer appointed as provided herein.

2.1.63 “Unclaimed Property” shall mean any Cash or other property unclaimed with respect to a relevant Allowed Claim or Allowed Interest. Unclaimed Property shall include: (a) checks (and the funds represented thereby) mailed to an address of a holder of an Allowed Claim or Interest and returned as undeliverable without a proper

forwarding address; (b) funds for uncashed checks; and (c) checks (and the funds represented thereby) not mailed or delivered because no address to mail or deliver such property was available.

2.1.64 "**Unimpaired**" shall mean a Claim that is not Impaired.

2.1.65 "**Voting Procedures**" shall mean the procedures for submitting a Ballot in which a holder of a Claim votes for or against the Plan as described in the Disclosure Statement.

2.2 Interpretation, Rules of Construction, and Other Terms.

2.2.1 Any term used in this Plan that is not defined herein, whether in this article or elsewhere, but that is used in the Bankruptcy Code or the Bankruptcy Rules, has the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules and shall be construed in accordance with the rules of construction thereunder.

2.2.2 The words "herein," "hereto," "hereunder," and others of similar import, refer to the Plan as a whole and not to any particular article, section, or clause contained in this Plan.

2.2.3 Unless specified otherwise in a particular reference, a reference in this Plan to an article or section is a reference to that article or section of this Plan.

2.2.4 Unless otherwise provided for herein, any reference in this Plan to an existing document or instrument means such document or instrument as it may have been amended, modified, or supplemented from time to time.

2.2.5 As contextually appropriate, each term stated in either the singular or plural shall include both the singular and the plural.

2.2.6 In addition to the foregoing, the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply to this Plan.

2.2.7 In computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

2.2.8 Any exhibits to this Plan are incorporated into this Plan, and shall be deemed to be included in this Plan, regardless of when Filed with the Court.

ARTICLE 3 **COMPROMISES AND SETTLEMENTS OF DISPUTES**

3.1 Settlement Authority.

Pursuant to Bankruptcy Rule 9019(a), each Debtor may compromise and settle various Claims against other Debtors and Claims that other Debtors may have against other Entities.

ARTICLE 4
CLASSIFICATION OF CLAIMS AND INTERESTS

4.1 Administrative Expenses, Administrative Operating Expenses, and Priority Tax Claims.

As provided in Section 1123(a) of the Bankruptcy Code, Administrative Expenses, Administrative Operating Expenses, and Priority Tax Claims shall not be classified for purposes of voting or receiving Distributions under the Plan. Rather, all such claims shall be treated separately as unclassified claims on the terms set forth in this Plan.

4.2 Classes of Claims and Interests.

A Claim or Interest is in a particular Class only to the extent the Claim or Interest is an Allowed Claim or Allowed Interest as defined herein. For purposes of organization, voting, and all Confirmation matters, except as otherwise provided herein, all Claims (except for Administrative Expenses, Administrative Operating Expenses, and Priority Tax Claims) and Interests shall be classified as follows:

The Claims and Interests with regard to Opus West are as follows:

<u>CLASSES OF CLAIMS AND INTERESTS AGAINST OPUS WEST</u>				
Opus West Class	Type of Allowed Claim or Interest	Treatment	Status	Estimated Recovery
1	Priority Non-Tax Claims Against Opus West	Paid 90% of Allowed Claim amount in Cash on or as soon as practicable after the later of (a) the Effective Date, and (b) the date on which such Claim becomes Allowed.	Impaired. Entitled to vote.	90%
2	Secured Claims Against Opus West	Return of any remaining Collateral securing such Claim in full satisfaction of the Claim. Any Deficiency Claim shall be treated as an Opus West Class 4 General Unsecured Claim.	Unimpaired. Deemed to accept Plan.	100%
3	Secured Tax Claims Against Opus West	Retention of Liens in related property.	Unimpaired. Deemed to accept Plan.	100%
4	General Unsecured Claims Against Opus West	Paid <i>pro rata</i> share of remaining Opus West assets after liquidation.	Impaired. Entitled to vote.	Unknown
5	Interests in Opus West	No distribution.	Impaired. Deemed to reject Plan.	0%

The Claims and Interests with regard to OWCC are as follows:

<u>CLASSES OF CLAIMS AND INTERESTS AGAINST OWCC</u>				
OWCC Class	Type of Allowed Claim or Interest	Treatment	Status	Estimated Recovery
1	Priority Non-Tax Claims Against OWCC	Paid 90% of Allowed Claim amount in Cash on or as soon as practicable after the later of (a) the Effective Date, and (b) the date on which such Claim becomes Allowed.	Impaired. Entitled to vote.	90%
2	Secured Claims Against OWCC	Return of any remaining Collateral securing such Claim in full satisfaction of the Claim. Any Deficiency Claim shall be treated as an OWCC Class 4 General Unsecured Claim.	Unimpaired. Deemed to accept Plan.	100%
3	Secured Tax Claims Against Opus West	Retention of Liens in related property.	Unimpaired. Deemed to accept Plan.	100%
4	General Unsecured Claims Against OWCC	Paid <i>pro rata</i> share of remaining OWCC assets after liquidation.	Impaired. Entitled to vote.	Unknown
5	Interests in OWCC	No distribution.	Impaired. Deemed to reject Plan.	0%

The Claims and Interests with regard to OWLP are as follows:

<u>CLASSES OF CLAIMS AND INTERESTS AGAINST OWLP</u>				
OWLP Class	Type of Allowed Claim or Interest	Treatment	Status	Estimated Recovery
1	Priority Non-Tax Claims Against OWLP	Paid 90% of Allowed Claim amount in Cash on or as soon as practicable after the later of (a) the Effective Date, and (b) the date on which such Claim becomes Allowed.	Impaired. Entitled to vote.	90%
2	Secured Claims Against OWLP	Return of any remaining Collateral securing such Claim in full satisfaction of the Claim. Any Deficiency Claim shall be treated as an OWLP Class 4 General Unsecured Claim.	Unimpaired. Deemed to accept Plan.	100%
3	Secured Tax Claims Against OWLP	Retention of Liens in related property.	Unimpaired. Deemed to accept Plan.	100%

4	General Unsecured Claims Against OWLP	Paid <i>pro rata</i> share of remaining OWLP assets after liquidation.	Impaired. Entitled to vote.	Unknown
5	Interests in OWLP	No distribution.	Impaired. Deemed to reject Plan.	0%

ARTICLE 5
TREATMENT OF CERTAIN UNCLASSIFIED CLAIMS

5.1 Administrative Expenses and Administrative Operating Expenses.

5.1.1 Unless otherwise provided for herein, each holder of an Allowed Administrative Expense or an Allowed Administrative Operating Expense (including the compensation and reimbursement of expenses of Professionals) shall receive 100% of the unpaid Allowed amount of such Administrative Expense or Administrative Operating Expense in Cash on or as soon as reasonably practicable after the later of (a) the Effective Date, and (b) the date on which such Administrative Expense or Administrative Operating Expense becomes Allowed.

5.1.2 Applications for allowance and payment of Administrative Expenses that have not been paid, released, or otherwise settled must be Filed on or before the Administrative Expense Claim Bar Date or forever be barred from doing so.

5.1.3 Applications for allowance and payment of Administrative Operating Expenses, which were not paid, released, or otherwise settled, that were not Filed on or before the Administrative Operating Expense Claim Bar Date are forever barred and shall be deemed disallowed except by further order of the Bankruptcy Court.

5.1.4 Notwithstanding any other provision of the Plan, all fees, expenses, and other compensation arising after the Effective Date and due and payable to professionals retained by the Surviving Officer or the Oversight Committee shall be paid by the Surviving Officer from the Estates.

5.2 Priority Tax Claims.

At the option of the Surviving Officer, each holder of an Allowed Priority Tax Claim shall receive on account of such Allowed Priority Tax Claim either (a) payment in full in Cash of such Allowed Priority Tax Claim on or as soon as practicable after the later of (i) the Effective Date, and (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim; (b) regular installment payments in Cash, over a period ending not later than five (5) years after the Petition Date, of a total value, as of the Effective Date, equal to the Allowed amount of such Priority Tax Claim; or (c) such other treatment agreed to by the holder of such Allowed Priority Tax Claim and the Surviving Officer, as applicable; *provided*, such treatment is on more favorable terms to the Debtors than the treatment set forth in clause (b). To the extent interest is required to be paid on any Allowed Priority Tax Claim, the rate of such interest shall be the rate determined under applicable non-bankruptcy law.

5.3 Payment of Statutory Fees.

All fees payable on or before the Effective Date (a) pursuant to 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the Confirmation Hearing; and (b) to the United States Trustee, shall be paid by the Debtors on or before the Effective Date. All such fees payable after the Effective Date shall be paid by the Surviving Officer.

5.4 Disallowance of Special Taxes.

The issuance, transfer, or exchange of a security as defined under the Bankruptcy Code or applicable law, or the making or delivery of any instrument of transfer under this Plan, shall not be taxed under any state or local law imposing a stamp tax or similar tax as provided in Section 1146 of the Bankruptcy Code.

ARTICLE 6 TREATMENT OF CLASSES

6.1 Treatment of Opus West Classes.

6.1.1 Opus West Class 1 - Priority Non-Tax Claims Against Opus West.

6.1.1.1 Opus West Class 1 shall consist of all Priority Non-Tax Claims against Opus West. Unless otherwise agreed by the holder of an Allowed Priority Non-Tax Claim against Opus West and Opus West or, following the Effective Date, the Surviving Officer of Opus West, each holder of an Allowed Priority Non-Tax Claim against Opus West shall receive a Cash Distribution equal to 90% of the amount of such Allowed Priority Non-Tax Claim against Opus West on or as soon as practicable after the later of (a) the Effective Date, and (b) the date on which such Priority Non-Tax Claim against Opus West becomes an Allowed Priority Non-Tax Claim. As more specifically set forth in, and without any way limiting other express terms of, this Plan, the Distributions provided in this Section are in full settlement, release, and discharge of each such holder's Priority Non-Tax Claim against Opus West, but does not constitute the settlement, release, waiver, or discharge of any claims held by holders of Opus West Class 1 Claims against any non-Debtors for the same claim amount.

6.1.1.2 Opus West Class 1 is Impaired. Holders of Allowed Class 1 Claims against Opus West shall be entitled to vote to accept or reject the Plan.

6.1.2 Opus West Class 2 - Secured Claims Against Opus West.

6.1.2.1 Opus West Class 2 shall consist of the Allowed Secured Claims against Opus West and holders of Allowed Opus West Class 2 Claims shall be entitled to the return of any remaining Collateral related to such Claim. Any Deficiency Claim shall be treated as an Opus West Class 4 General Unsecured Claim.

6.1.2.2 Opus West Class 2 is Unimpaired. The holders of any Allowed Secured Claims against Opus West shall be deemed to have accepted the Plan, and votes to accept or reject the Plan will not be solicited from holders of Opus West Class 2 Claims.

6.1.3 Opus West Class 3 – Secured Tax Claims Against Opus West.

6.1.3.1 Opus West Class 3 shall consist of Allowed Secured Tax Claims against Opus West. Holders of Allowed Secured Tax Claim against Opus West shall retain any Liens in the related property and shall have the right to pursue any such Claims against the related property. Any Deficiency Claim shall be treated as an Opus West Class 4 General Unsecured Claim.

6.1.3.2 . Opus West Class 3 is Unimpaired. The holders of any Allowed Secured Tax Claims against Opus West shall be deemed to have accepted the Plan, and votes to accept or reject the Plan will not be solicited from holders of Opus West Class 3 Claims.

6.1.4 Opus West Class 4 – General Unsecured Claims Against Opus West.

6.1.4.1 Opus West Class 4 shall consist of all General Unsecured Claims against Opus West. Distributions to holders of Allowed General Unsecured Claims against Opus West shall be paid, but only after Administrative Expense, Administrative Operating Expense, Priority Tax Claims, and Priority Non-Tax Claims have been paid in full pursuant to the terms of the Plan, *pro rata* from all remaining property of Opus West until all Allowed General Unsecured Claims against Opus West are paid in full or all Opus West property has been distributed. Distributions to holders of Allowed Opus West Class 4 Claims shall be made at such time or times that the Surviving Officer, in his discretion, determines that a Distribution to holders of Allowed Opus West Class 4 Claims against Opus West is appropriate, taking into consideration the number and amount of Opus West Class 4 Claims that remain in dispute. As more specifically set forth in, and without any way limiting other express terms of, this Plan, the Distributions provided in this Section are in full settlement, release, and discharge of each such holder's Opus West Class 4 Claim.

6.1.4.2 Opus West 4 is Impaired. Holders of Allowed General Unsecured Claims against Opus West shall be entitled to vote to accept or reject the Plan.

6.1.5 Opus West Class 5 - Holders of Opus West Interests.

6.1.5.1 Opus West Class 5 shall consist of the Allowed Interests in Opus West. Holders of Opus West Interests will receive no Distribution of any kind on account of their Opus West Interests and such Interests shall be deemed cancelled, extinguished, and/or withdrawn as of the Effective Date. As more specifically set forth in, and without any way limiting other express terms of, this Plan, the Distributions provided in this Section are in full settlement, release, and discharge of each such holder's Opus West Class 5 Interests.

6.1.5.2 Opus West Class 5 is Impaired. Holders of Opus West Interests shall be deemed to have rejected the Plan.

6.2 Treatment of OWCC Classes.

6.2.1 OWCC Class 1 - Priority Non-Tax Claims Against OWCC.

6.2.1.1 OWCC Class 1 shall consist of all Priority Non-Tax Claims against OWCC. Unless otherwise agreed by the holder of an Allowed Priority Non-Tax Claim against OWCC and OWCC or, following the Effective Date, the Surviving Officer of OWCC, each holder of an Allowed Priority Non-Tax Claim against OWCC shall receive a Cash Distribution equal to 90% of the amount of such Allowed Priority Non-Tax Claim against OWCC on or as soon as practicable after the later of (a) the Effective Date, and (b) the date on which such Priority Non-Tax Claim against OWCC becomes an Allowed Priority Non-Tax Claim. As more specifically set forth in, and without any way limiting other express terms of, this Plan, the Distributions provided in this Section are in full settlement, release, and discharge of each such holder's Priority Non-Tax Claim against OWCC, but does not constitute the settlement, release, waiver, or discharge of any claims held by holders of OWCC Class 1 Claims against any non-Debtors for the same claim amount.

6.2.1.2 OWCC Class 1 is Impaired. Holders of Allowed Class 1 Claims against OWCC shall be entitled to vote to accept or reject the Plan.

6.2.2 OWCC Class 2 - Secured Claims Against OWCC.

6.2.2.1 OWCC Class 2 shall consist of the Allowed Secured Claims against OWCC and holders of Allowed OWCC Class 2 Claims shall be entitled to the return of any remaining Collateral related to such Claim. Any Deficiency Claim shall be treated as an OWCC Class 4 General Unsecured Claim.

6.2.2.2 OWCC Class 2 is Unimpaired. The holders of any Allowed Secured Claims against OWCC shall be deemed to have accepted the Plan, and votes to accept or reject the Plan will not be solicited from holders of OWCC Class 2 Claims.

6.2.3 OWCC Class 3 – Secured Tax Claims Against OWCC.

6.2.3.1 OWCC Class 3 shall consist of Allowed Secured Tax Claims against OWCC. Holders of Allowed Secured Tax Claim against OWCC shall retain any Liens in the related property and shall have the right to pursue any such Claims against the related property. Any Deficiency Claim shall be treated as an OWCC Class 4 General Unsecured Claim.

6.2.3.2 OWCC Class 3 is Unimpaired. The holders of any Allowed Secured Tax Claims against OWCC shall be deemed to have accepted the Plan,

and votes to accept or reject the Plan will not be solicited from holders of OWCC Class 3 Claims.

6.2.4 OWCC Class 4 – General Unsecured Claims Against OWCC.

6.2.4.1 OWCC Class 4 shall consist of all General Unsecured Claims against OWCC. Distributions to holders of Allowed General Unsecured Claims against OWCC shall be paid, but only after Administrative Expense, Administrative Operating Expense, Priority Tax Claims, and Priority Non-Tax Claims have been paid in full pursuant to the terms of the Plan, *pro rata* from all remaining property of OWCC until all Allowed General Unsecured Claims against OWCC are paid in full or all OWCC property has been distributed. Distributions to holders of Allowed OWCC Class 4 Claims shall be made at such time or times that the Surviving Officer, in his discretion, determines that a Distribution to holders of Allowed OWCC Class 4 Claims against OWCC is appropriate, taking into consideration the number and amount of OWCC Class 4 Claims that remain in dispute. As more specifically set forth in, and without any way limiting other express terms of, this Plan, the Distributions provided in this Section are in full settlement, release, and discharge of each such holder's OWCC Class 4 Claim.

6.2.4.2 OWCC Class 4 is Impaired. Holders of Allowed General Unsecured Claims against OWCC shall be entitled to vote to accept or reject the Plan.

6.2.5 OWCC Class 5 - Holders of OWCC Interests.

6.2.5.1 OWCC Class 5 shall consist of the Allowed Interests in OWCC. Holders of OWCC Interests will receive no Distribution on account of their OWCC Interests and such Interests shall be deemed withdrawn as of the Effective Date. As more specifically set forth in, and without any way limiting other express terms of, this Plan, the Distributions provided in this Section are in full settlement, release, and discharge of each such holder's OWCC Class 5 Interest.

6.2.5.2 OWCC Class 5 is Impaired. Holders of OWCC Interests shall be deemed to have rejected the Plan.

6.3 Treatment of OWLP Classes.

6.3.1 OWLP Class 1 - Priority Non-Tax Claims Against OWLP.

6.3.1.1 OWLP Class 1 shall consist of all Priority Non-Tax Claims against OWLP. Unless otherwise agreed by the holder of an Allowed Priority Non-Tax Claim against OWLP and OWLP or, following the Effective Date, the Surviving Officer of OWLP, each holder of an Allowed Priority Non-Tax Claim against OWLP shall receive a Cash Distribution equal to 90% of the amount of such Allowed Priority Non-Tax Claim against OWLP on or as soon as practicable after the later of (a) the Effective Date, and (b) the date on which such Priority Non-

Tax Claim against OWLP becomes an Allowed Priority Non-Tax Claim. As more specifically set forth in, and without any way limiting other express terms of, this Plan, the Distributions provided in this Section are in full settlement, release, and discharge of each such holder's Priority Non-Tax Claim against OWLP, but does not constitute the settlement, release, waiver, or discharge of any claims held by holders of OWLP Class 1 Claims against any non-Debtors for the same claim amount.

6.3.1.2 OWLP Class 1 is Impaired. Holders of Allowed Class 1 Claims against OWLP shall be entitled to vote to accept or reject the Plan.

6.3.2 OWLP Class 2 - Secured Claims Against OWLP.

6.3.2.1 OWLP Class 2 shall consist of the Allowed Secured Claims against OWLP and holders of Allowed OWLP Class 2 Claims shall be entitled to the return of any remaining Collateral related to such Claim. Any Deficiency Claim shall be treated as an OWLP Class 4 General Unsecured Claim.

6.3.2.2 OWLP Class 2 is Unimpaired. The holders of any Allowed Secured Claims against OWLP shall be deemed to have accepted the Plan, and votes to accept or reject the Plan will not be solicited from holders of OWLP Class 2 Claims.

6.3.3 OWLP Class 3 – Secured Tax Claims Against OWLP.

6.3.3.1 OWLP Class 3 shall consist of Allowed Secured Tax Claims against OWLP. Holders of Allowed Secured Tax Claim against OWLP shall retain any Liens in the related property and shall have the right to pursue any such Claims against the related property. Any Deficiency Claim shall be treated as an OWLP Class 4 General Unsecured Claim.

6.3.3.2 OWLP Class 3 is Unimpaired. The holders of any Allowed Secured Tax Claims against OWLP shall be deemed to have accepted the Plan, and votes to accept or reject the Plan will not be solicited from holders of OWLP Class 3 Claims.

6.3.4 OWLP Class 4 - General Unsecured Claims Against OWLP.

6.3.4.1 OWLP Class 4 shall consist of all General Unsecured Claims against OWLP. Distributions to holders of Allowed General Unsecured Claims against OWLP shall be paid, but only after Administrative Expense, Administrative Operating Expense, Priority Tax Claims, and Priority Non-Tax Claims have been paid in full pursuant to the terms of the Plan, *pro rata* from all remaining property of OWLP until all Allowed General Unsecured Claims against OWLP are paid in full or all OWLP property has been distributed. Distributions to holders of Allowed OWLP Class 4 Claims shall be made at such time or times that the Surviving Officer, in his discretion, determines that a Distribution to

holders of Allowed OWLP Class 4 Claims against OWLP is appropriate, taking into consideration the number and amount of OWLP Class 4 Claims that remain in dispute. As more specifically set forth in, and without any way limiting other express terms of, this Plan, the Distributions provided in this Section are in full settlement, release, and discharge of each such holder's OWLP Class 4 Claim.

6.3.4.2 OWLP Class 4 is Impaired. Holders of Allowed Class 4 Claims against OWLP shall be entitled to vote to accept or reject the Plan.

6.3.5 OWLP Class 5 - Holders of OWLP Interests.

6.3.5.1 OWLP Class 5 shall consist of the Allowed Interests in OWLP. Holders of OWLP Interests will receive no Distribution on account of their OWLP Interests and such Interests shall be deemed withdrawn as of the Effective Date. As more specifically set forth in, and without any way limiting other express terms of, this Plan, the Distributions provided in this Section are in full settlement, release, and discharge of each such holder's OWLP Class 5 Interest.

6.3.5.2 OWLP Class 5 is Impaired. Holders of OWLP Interests shall be deemed to have rejected the Plan.

ARTICLE 7

CONDITIONS TO OCCURRENCE OF THE EFFECTIVE DATE

7.1 Conditions Precedent to Occurrence of the Effective Date.

In addition to any other conditions set forth in this Plan, the following are conditions precedent to the occurrence of the Effective Date:

7.1.1 The Confirmation Order shall have been entered and become a Final Order in form and substance satisfactory to the Debtors and the Committee.

7.1.2 Execution of any other Plan Documents, if any, approved by the Debtors and Committee, and necessary to effectuate the transactions contemplated in the Plan.

7.1.3 With the consent of the Committee, any Debtor may waive one or more of the conditions to the occurrence of the Effective Date as to the Confirmation of such Debtor's Plan.

ARTICLE 8

PLAN IMPLEMENTATION

8.1 General Matters.

The Debtors shall take such action as is necessary under the laws of the State of Texas, federal law, and other applicable law to effect the terms and provisions of the Plan and the Plan Documents.

8.2 Post-Effective Date Governance.

On the Effective Date, automatically and without further action, (a) any and all remaining officers, directors, and employees of the Debtors shall be deemed to have resigned, and (b) the Surviving Officer shall have all right and authority necessary to wind up each of the Debtors.

8.3 Continuing Existence.

8.3.1 Except as otherwise specifically provided in the Plan, all property of a Debtor shall remain with that Debtor. From and after the Confirmation Date, the Debtors shall continue in existence, to the extent necessary, for the purpose of facilitating the efforts of the Surviving Officer, including, but not limited to, the following: (a) wind up each of the Debtor's affairs; (b) liquidate, by conversion to Cash or other methods, any remaining assets of each Debtor's Estate as expeditiously as reasonably possible; (c) enforce and prosecute claims, Causes of Action, interests, rights, and privileges of the Debtors; (d) resolve Disputed Claims; (e) administer the Plan, including distributing all Cash to holders of Allowed Claims in accordance with the Plan; and (f) file appropriate tax returns.

8.3.2 Unless otherwise set forth in this Plan, upon the liquidation of all assets of each Debtor's Estate pursuant to the Plan and the filing by or on behalf of the Debtors of a certification to that effect with the Bankruptcy Court, the Debtors shall be deemed dissolved for all purposes without the necessity for any further actions to be taken by or on behalf of the Debtors or payments to be made in connection therewith; *provided, however,* that the Surviving Officer shall file with the appropriate state authority a certificate of cancellation. From and after the Effective Date, the Debtors shall not be required to file any document, or take any other action, to withdraw its business operation from any state in which the Debtors was previously conducting its business operations.

8.4 Surviving Officer.

8.4.1 Surviving Officer. The Surviving Officer will be jointly selected by the Debtors and the Committee to administer and implement the Plan, and wind up the Debtors and their estates in accordance with the provisions of the Plan. From and after the Confirmation Date, the Debtors shall continue in existence for the purpose of facilitating the efforts of the Surviving Officer which shall include (a) the administration and implementation of the Plan, and (b) the liquidation of the Debtors and their estates including, without limitation, all real property, improvements, personal property, leases, contractual rights, insurance rights, and all causes of action and litigation rights. An Oversight Committee shall be formed and the Surviving Officer, at the direction of the Oversight Committee, shall be responsible for the administration, the implementation of the Plan, and the liquidation of the property of the Debtors' estates.

8.4.2 The Surviving Officer shall be designated by joint agreement of the Debtors and the Committee not less than ten (10) days prior to the Confirmation Hearing. The Surviving Officer shall be deemed appointed upon entry of the Confirmation Order,

without further motion, application, notice, hearing, or other order of the Bankruptcy Court.

8.4.3 The Plan will be administered by the Surviving Officer on behalf of the Debtors and all actions taken thereunder in the name of a Debtor shall be taken through the Surviving Officer.

8.4.4 After the Effective Date, the Plan and all remaining property of each Debtor's Estate shall be managed under the direction of the Surviving Officer, in consultation with the Oversight Committee, as provided by the terms of the Plan. In the performance of his duties hereunder, the Surviving Officer shall have the rights and powers of a debtor-in-possession under Section 1107 of the Bankruptcy Code, and such other rights, powers, and duties incident to causing performance of the obligations under the Plan or otherwise as may be reasonably necessary, including, without limitation, the filing of any necessary tax returns.

8.4.5 From and after the Effective Date, the Surviving Officer may, among other things, use, pledge, acquire, and/or dispose of any Debtor's Estate property free of any restrictions imposed under the Bankruptcy Code.

8.4.6 The Confirmation Order shall provide the Surviving Officer with express authority to convey, transfer, and assign any and all property of any Debtor's Estate consistent with the terms of the Plan and to take all actions necessary to effectuate same.

8.4.7 The Surviving Officer shall make all Distributions as and when provided for under the Plan.

8.4.8 The Surviving Officer shall have sole responsibility for making Distributions under the Plan and pursuing Causes of Action (including Chapter 5 Causes of Action) on behalf of the Debtors, and the reasonable fees and expenses of the Surviving Officer shall be paid upon five (5) Business Days' notice to the Oversight Committee. The Surviving Officer shall also have standing to monitor and seek to enforce the performance of obligations under the Plan and the performance of other provisions of the Plan that affect the treatment of Claims.

8.5 Payment of Fees and Expenses to Surviving Officer.

The Surviving Officer, in consultation with the Oversight Committee, may employ on behalf of himself, the Debtors, and each Debtor's Estate, without Bankruptcy Court order, professional persons, as such term is used in the Bankruptcy Code, to assist the Surviving Officer to carry out the duties under this Plan. The Surviving Officer and his professionals shall be entitled to reimbursement of their reasonable and necessary expenses incurred in carrying out his duties under the Plan. The Surviving Officer and his professionals shall be compensated at their respective standard hourly rates for time spent administering the implementation of the Plan and the resolution of objections to Claims without further motion, application, notice, hearing, or other order of the Bankruptcy Court; *provided, however*, that such fees and expenses shall be subject to approval by a majority of the members of the Oversight Committee, or order of the Court if the Oversight Committee does not consent.

8.6 Liquidation of Assets.

On and after the Effective Date, the Surviving Officer may, subject to the terms of this Plan and upon approval by the majority of the Oversight Committee members, but without further approval of the Bankruptcy Court, use, sell, assign, transfer, abandon, or otherwise dispose of at a public or private sale any remaining property of the Debtors or the Estates thereof for the purpose of liquidating and converting such assets to Cash, making Distributions, and administering and fully consummating the Plan.

8.7 Investments.

All Cash held by the Surviving Officer in any accounts or otherwise shall be invested in accordance with Section 345 of the Bankruptcy Code or as otherwise permitted by a Final Order of the Bankruptcy Court, and that such account shall be held for the benefit of holders of Allowed Claims in the Case.

8.8 Accounts.

The Surviving Officer may establish one or more interest-bearing or non-interest bearing accounts as it determines may be necessary or appropriate to effectuate the provisions of the Plan. To the extent reasonably possible, the Surviving Officer shall attempt to indemnify the funds in accordance with Section 345 of the Bankruptcy Code.

8.9 Indemnification.

The Debtors and their Estates shall, to the fullest extent permitted by Texas law, indemnify and hold harmless the Surviving Officer and its agents, representatives, attorneys, professionals, and employees (each an "**Indemnified Party**"), from and against any and all liabilities, losses, damages, claims, costs, and expenses, including, but not limited to, attorneys' fees and costs, arising out of or due to their actions or omissions with respect to the implementation or administration of the Plan, if the Indemnified Party acted in good faith and in a reasonable manner.

8.10 Resignation, Replacement, or Termination of Surviving Officer.

From and after the Confirmation Date, the Surviving Officer or his successor shall continue to serve in his capacity as the sole officer, director, and responsible person of the Debtors through the earlier of (a) the date the Debtors are dissolved in accordance with the Plan, and (b) the date the Surviving Officer resigns or is replaced or terminated. In the event that the Surviving Officer resigns or is terminated or unable to serve as a director, then a successor Surviving Officer shall be selected by the Oversight Committee. The successor Surviving Officer shall then be deemed to be the Surviving Officer for all purposes under this Plan.

8.11 Oversight Committee.

On the Effective Date, the Committee shall be dissolved and the members, employees, agents, advisors, affiliates, and representatives (including, without limitation, attorneys, financial advisors, and other Professionals) of each thereof shall thereupon be released from and

discharged of and from all further authority, duties, responsibilities, and obligations related to, arising from, and in connection with or related to the Case.

On the Effective Date, the Oversight Committee shall be formed and continue for the purpose of monitoring (a) the implementation of the Plan, (b) the Claims objection and resolution process, (c) the Distribution process, and (d) the pursuit and settlement of Causes of Action. If a member of the Oversight Committee resigns or is terminated or unable to serve as a member thereof, then a successor member shall be selected by the Surviving Officer, in consultation with the Oversight Committee; *provided, however*, that if no agreement on the replacement member can be reached, the Bankruptcy Court shall have jurisdiction and authority to resolve such dispute and appoint the replacement member. The Oversight Committee members shall receive \$500 per month irrespective of how many meetings of the Oversight Committee are held in a particular month, plus reimbursement of reasonable expenses; *provided, however*, that the Oversight Committee members shall only be entitled to the foregoing monthly fee for a period of one (1) year after the Effective Date. The Oversight Committee may employ counsel to advise the Oversight Committee on matters related to their the duties under this Plan and in implementing the Plan. Counsel for the Oversight Committee shall be entitled to be compensated at its respective standard hourly rates; *provided, however*, that such fees and expenses shall be subject to approval of the Oversight Committee and the Surviving Officer. To the extent the Surviving Officer's counsel has a conflict of interest in implementing a portion of the Plan or the Surviving Officer and the Oversight Committee agree, the Oversight Committee's counsel shall have standing and ability to act as the Surviving Officer's counsel for such specific matters. In the event any member resigns or is otherwise removed as a member of the Oversight Committee for any reason, the remaining members of the Oversight Committee, in conjunction with the Surviving Officer, shall designate a replacement member to the Oversight Committee.

The Oversight Committee shall continue in existence until such time as either the Oversight Committee deems it appropriate by a majority vote to dissolve itself or all members of the Oversight Committee resign; *provided, however*, that the Oversight Committee shall dissolve no later than the date a Final Order is entered closing the Case.

8.12 Effectiveness of Securities, Instruments, and Agreements.

On the Effective Date, the Surviving Officer, on behalf of the Debtors, shall be authorized to take all actions necessary to execute and deliver all Plan Documents issued or entered into pursuant to the Plan, including, without limitation, any agreement entered into or instrument issued or in connection with any of the foregoing or any other Plan Document.

8.13 Approval of Plan Documents.

The solicitation of votes on the Plan shall be deemed a solicitation for the approval of the Plan Documents and all transactions contemplated by the Plan. Entry of the Confirmation Order shall constitute approval of the Plan Documents and such transactions and authorization for the Surviving Officer and the Debtors, as appropriate, to execute and deliver each of the Plan Documents.

8.14 Employee Benefit Plans.

All employee benefit plans, policies, and programs implemented by, with regard to, or otherwise applicable to the Debtors and not previously terminated by the Debtors or otherwise addressed by a separate Final Order as of the Effective Date shall be terminated as to the Debtors as of the Effective Date. Except as otherwise provided in the Plan, employee benefit plans, policies, and programs shall include all health care plans, disability plans, severance benefit plans, life, accidental death and dismemberment insurance plans (to the extent not executory contracts assumed under the Plan), and pension/retirement plans (including the Debtors' 401(k) program), but shall exclude all employees' equity or equity-based incentive plans, which Interests shall be canceled pursuant to the terms hereof. If the termination of any such plan, policy, or program gives rise to a Claim by an employee, such Claim, to the extent that it is not timely Filed, shall be forever barred and shall not be enforceable against the Debtors or their Estates, affiliates, successors, estates, or properties, unless a proof of Claim is Filed and served on the Debtors or the Surviving Officer, as applicable, within thirty (30) days after the Effective Date. For the avoidance of doubt, (1) any monies vested in any 401(k) program or profit sharing plan of the Debtors shall be maintained or distributed pursuant to the respective terms thereof, and (2) nothing in this Section shall constitute the settlement, release, or discharge of any claims against any non-Debtors.

8.15 Cancellation and Surrender of Existing Securities.

On the Effective Date, all promissory notes, stock and/or bond certificates, or other instruments evidencing a Claim or Interest shall be canceled and the holders thereof shall have no rights by reason thereof, and such instruments shall evidence no rights, except the right to receive the Distributions, if any, to be made to holders of such instruments under the Plan.

8.16 Further Transactions.

On the Effective Date, the Surviving Officer and the Debtors, as applicable, shall execute and deliver such further documents, instruments, and agreements as are necessary to effectuate and further evidence the terms and conditions of the Plan.

8.17 Entry of Final Decree.

As soon as is practicable after the Effective Date, the Surviving Officer shall File an application with the Clerk of the Court requesting the entry of a Final Decree closing the Case; *provided, however*, the Surviving Officer shall not File an application for Final Decree until and unless the conditions to the Plan becoming effective as set forth herein have been fully met, all pending Causes of Action have been resolved by Final Order of a court of competent jurisdiction, and objections to Disputed Claims have been resolved by Final Order of the Bankruptcy Court.

8.18 Approval by the Oversight Committee.

To the extent the Surviving Officer cannot obtain the approval of a majority of the Oversight Committee members to act under the Plan, the Surviving Officer may petition the Bankruptcy Court for approval of same so long as the Case remains open, and after the Case is

closed, the Surviving Officer may petition any court of competent jurisdiction for such approval. In any instance where the Surviving Officer petitions any court for approval of any action, such action shall be noticed upon all members of the Oversight Committee. In any instance where the approval of an action by the Surviving Officer by the Oversight Committee involves a Claim or Cause of Action against a member of the Oversight Committee or any other instance where a particular member of the Oversight Committee has a conflict of interest as to a particular decision to be approved by the Oversight Committee, such member shall not be eligible to vote on such action, and in the event of any disagreement between the remaining members of the Oversight Committee resulting in a tie vote of the remaining members of the Oversight Committee, the Surviving Officer's decision shall control.

8.19 Retention of Rights to Pursue Causes of Action.

8.19.1 Pursuant to Section 1123(b)(3) of the Bankruptcy Code, and as further detailed below, as of the Effective Date, the Surviving Officer (as the representative of each Debtor's Estate) shall retain and have the exclusive right to enforce against any Entity any and all Causes of Action (including Chapter 5 Causes of Action) that otherwise belong to the Debtors and arose before the Effective Date, including all Causes of Action of a trustee and debtor-in-possession under the Bankruptcy Code, other than those expressly released or compromised as part of or pursuant to the Plan or by other order of the Bankruptcy Court entered prior to the Effective Date. The Causes of Action retained hereby include, without limitation, all claims and Causes of Action listed or referenced in the Disclosure Statement and/or in any of the Plan Documents, and include, but are not limited to, the following:

8.19.1.1 Preference Actions. The Debtors and the Surviving Officer reserve the right to pursue any and all claim, rights, and Causes of Action arising under 11 U.S.C. §§ 510, 544 through 551 and 553 against the parties referenced in each Debtor's *Statement of Financial Affairs*, including in response to Question 3 thereof, regarding each Debtor's payments to creditors. The Debtors have yet to conduct a thorough analysis of Chapter 5 Causes of Action. Notwithstanding the current lacking Chapter 5 Cause of Action analysis, the Debtors do not waive any such claim, right, and/or Cause of Action.

8.19.1.2 Potential Fraudulent Transfers. The Debtors and the Surviving Officer reserve the right to pursue the following: (a) any and all claims, rights, and Causes of Action arising under 11 U.S.C. §§ 510, 544 through 551 and 553 against the parties referenced in each Debtor's *Statement of Financial Affairs*, including in response to Question 3 thereof, regarding each Debtor's payments to creditors, and (b) any and all claims, rights, and Causes of Action arising under 11 U.S.C. §§ 510, 544 through 551 and 553 or under applicable state or federal law against the following Entities and/or any of their respective present or former owners, officers, directors, employees, consultants, financial advisors, attorneys, accountants, and other representatives to the extent not specifically released under the terms of the Plan: (a) Opus Corporation; (b) Opus, L.L.C.; (c) Gerald Rauenhorst 1982 Irrevocable Trust (f/b/o grandchildren); (d) Gerald Rauenhorst 1982 Irrevocable Trust (f/b/o children); (e) Opus Financial, L.L.C.; (f) Opus 2,

L.L.C.; (g) Opus Sales Corporation; and (h) any officers, directors, trustees, beneficiaries, or non-Debtor affiliates or foundations of or related to each Entity set forth in (a) through (g) of this subsection.

8.19.1.3 General Litigation. The Debtors and the Surviving Officer reserve the right to pursue potential litigation involving the following Entities and/or any of their respective present or former owners, officers, directors, employees, consultants, financial advisors, attorneys, accountants, and other representatives to the extent not specifically released under the terms of the Plan: (a) Opus Corporation; (b) Opus, L.L.C.; (c) Gerald Rauenhorst 1982 Irrevocable Trust (f/b/o grandchildren); (d) Gerald Rauenhorst 1982 Irrevocable Trust (f/b/o children); (e) Opus Financial, L.L.C.; (f) Opus 2, L.L.C.; (g) Opus Sales Corporation; and (h) any officers, directors, trustees, beneficiaries, or non-Debtor affiliates or foundations of or related to each Entity set forth in (a) through (g) of this subsection.

8.19.1.4 Active Litigation. The Debtors and the Surviving Officer reserve the right to pursue any and all claims, rights, and Causes of Action in regard to active litigation matters against the parties, including those referenced in each Debtor's *Statement of Financial Affairs*, including in response to Question 4 thereof.

8.19.2 The Surviving Officer (as the representative of each Debtor's Estate) shall also retain and may prosecute and enforce all defenses, counterclaims, and rights that have been asserted or could be asserted by the Debtors against or with respect to all Claims asserted against the Debtors or property of each Debtor's Estate. No claim, right, Cause of Action, or other Asset shall be deemed waived or otherwise forfeited by virtue of the Debtors' failure to identify such property in the Debtors' Schedules or the Disclosure Statement accompanying the Plan unless otherwise ordered by the Bankruptcy Court.

8.19.3 The Debtors and the Surviving Officer will continue to review payments made by and transactions involving the Debtors prior to the Petition Date to determine whether preference and other actions to avoid such payments and transactions should be brought. Failure to specifically identify potential actions in the Plan shall not be deemed a waiver of any such action by the Debtors or any other party.

ARTICLE 9
DISPUTED CLAIMS, DISPUTED INTERESTS,
AND MISCELLANEOUS DISTRIBUTION PROVISIONS

9.1 Objections.

An objection to the allowance of a Claim (other than an Administrative Expense or an Administrative Operating Expense) or Interest shall be in writing and may be Filed only by the Surviving Officer, on behalf of the Debtors, at any time on or before the Claims Objection Deadline; *provided, however*, that nothing herein shall prevent a party-in-interest from objecting

to Claims at their own expense. The Surviving Officer, on behalf of the applicable Debtors, will prosecute any such objection until determined by a Final Order unless the Surviving Officer (a) compromises and settles such objection to a Claim or Interest by written stipulation subject to Bankruptcy Court approval, if necessary, or (b) withdraws such objection. Any such compromise or settlement that would result in a Distribution of at least \$100,000.00 shall be subject to the prior approval of the Oversight Committee.

9.2 Amendments to Claims; Claims Filed After the Confirmation Date.

Except as otherwise provided in the Plan, after the Confirmation Date, a Claim may not be Filed or amended without the authorization of the Bankruptcy Court and, even with such Bankruptcy Court authorization, may be amended by the holder of such Claim solely to decrease, but not to increase, the Face Amount thereof. Except as otherwise provided in the Plan, any new or amended Claim Filed after the Confirmation Date shall be deemed Disallowed in full and expunged without any action by any Debtor or the Surviving Officer.

9.3 Distributions.

The Surviving Officer shall make Distributions to the holders of Allowed Claims on the terms set forth herein. The Surviving Officer shall distribute all Cash held by the Debtors on the Effective Date within 180 days thereafter, unless otherwise ordered by the Court. Notwithstanding the foregoing sentence, an amount not to exceed \$250,000 may be held to pay the post-Confirmation expenses of the Surviving Officer and the Oversight Committee.

9.4 Distributions on Account of Disputed Claims.

No Distributions will be made on a Disputed Claim unless and until such Disputed Claim becomes an Allowed Claim. In determining the amount of Distributions to be made under the Plan to the holders of Allowed Claims on the Effective Date or a Distribution Date, the appropriate Distributions shall be made as if all the Disputed Claims as of such Distribution Date were Allowed Claims in the full amount claimed by the holders thereof, unless otherwise ordered or estimated by the Bankruptcy Court.

9.5 Disputed Claim Reserves.

9.5.1 The Surviving Officer shall reserve for the account of each holder of a Disputed Claim in the Disputed Claim Reserve Account (a) Estate property that would otherwise be distributable to such holder on such date in accordance with the Plan were such Disputed Claim an Allowed Claim on such date, or (b) such other property as may be agreed upon between the applicable holder of the Disputed Claim and the Surviving Officer. Property reserved under this Section shall be set aside and, to the extent practicable, held by the Surviving Officer in an interest bearing account to be established and maintained by the Surviving Officer pending resolution of such Disputed Claims; *provided, however,* that Cash shall be invested in a manner consistent with the requirements of Section 345 of the Bankruptcy Code or as otherwise ordered by the Bankruptcy Court. All interest accruing on funds held in the Disputed Claim Reserve Account shall become part of the applicable Estate's property. To the extent a Disputed Claim becomes an Allowed Claim, the property reserved for the holder thereof shall be

distributed by the Surviving Officer to such holder as soon as practicable after such Claim becomes an Allowed Claim pursuant to, and to the extent provided for in, the Plan. To the extent an objection to a Disputed Claim is upheld or a Claim is withdrawn or reduced, the reserves held on account of such Disputed or withdrawn Claim shall be paid *pro rata* to the holders of Allowed Claims in such class on the next Distribution date. When all Disputed Claims have been resolved and corresponding Distributions made thereon, any amounts remaining in the Disputed Claim Reserve Account shall be paid *pro rata* to holders of Allowed Claims in such Class.

9.5.2 For purposes of effecting the reserve provisions of this Section and the Distributions of Cash to holders of Allowed Claims, upon a request for estimation by a Debtor or the Surviving Officer, the Bankruptcy Court will determine what amount of Cash is sufficient to reserve on account of any Disputed Claim not otherwise treated in the Plan, pursuant to Section 502 of the Bankruptcy Code or other applicable law, in which event the amount so determined will be reserved on account of such Disputed Claim for purposes of the Plan, or, in lieu thereof, the Bankruptcy Court will determine the maximum amount for such Disputed Claim, which amount will be the maximum amount in which such Claim may ultimately be Allowed, if such Claim is Allowed in whole or in part. If no such estimation is requested with respect to a liquidated Disputed Claim, the Surviving Officer will reserve Cash in the Disputed Claim Reserve Account based on the Face Amount of such Claim until the Claim is Allowed by an order of the Bankruptcy Court, at which time the reserve amount pending a Final Order may be the amount so Allowed.

9.6 Undeliverable or Unclaimed Distributions.

9.6.1 Any Entity that is entitled to receive a Cash Distribution under the Plan but that fails to cash a check within 120 days of its issuance shall be entitled to receive a reissued check from the Surviving Officer for the amount of the original check, without any interest, if such Entity requests the Surviving Officer to reissue such check and provides such documentation as may be requested to verify that such Entity is entitled to such check prior to the later of (a) the first anniversary of the Effective Date, and (b) six (6) months after such Entity's Claim becomes an Allowed Claim. If an Entity fails to cash a check within 120 days of its issuance and fails to request reissuance of such check prior to the later to occur of (i) the first anniversary of the Effective Date, (ii) six (6) months following the date such Entity's Claim becomes an Allowed Claim, or (iii) for any Distribution issued more than two years after the Effective date, 180 days following the date of issuance, such Entity shall not be entitled to receive any Distribution under the Plan with respect to the amount of such check. If the Distribution to any holder of an Allowed Claim is returned to the Surviving Officer as undeliverable, no further Distributions will be made to such holder unless and until the Surviving Officer is notified in writing of such holder's current address; *provided, however*, that the Surviving Officer shall make reasonable efforts to contact the holder of such Allowed Claim, identify the correct mailing address, and resend the Distribution.

9.6.2 All Claims for undeliverable Distributions must be made on or before the later to occur of (a) the first anniversary of the Effective Date, and (b) six (6) months

following the date such Entity's Claim becomes an Allowed Claim. After such date, all unclaimed property shall revert to the corresponding Debtors and the Claim of any holder or successor to such holder with respect to such property shall be discharged and forever barred notwithstanding any federal or state escheatment laws to the contrary.

9.7 Allocation of Consideration.

The aggregate consideration to be distributed to a holder of an Allowed Claim under the Plan shall be treated as first satisfying an amount equal to the stated principal amount of such Allowed Claim and any remaining consideration as satisfying accrued but unpaid interest, if any, thereon.

9.8 Transmittal of Distributions and Notices.

9.8.1 Any property or notice other than Cash Distributions made through this Plan which an Entity is or becomes entitled to receive pursuant to the Plan shall be delivered by regular mail, postage prepaid, in an envelope addressed to that Entity at the address indicated on any notice of appearance Filed by that Entity or his authorized agent prior to the Effective Date. If no notice of appearance has been Filed, notice shall be sent to the address indicated on a properly Filed proof of Claim or, absent such a proof of Claim, the address that is listed on the Schedules for that Entity. The date of Distribution shall be the date of mailing, and property distributed in accordance with this Section shall be deemed delivered to such Entity regardless of whether such property is actually received by that Entity.

9.8.2 A holder of a Claim or Interest may designate a different address for notices and Distributions by notifying the Debtors or, following the Effective Date, the Surviving Officer, of that address in writing. The new address shall be effective upon receipt by the Debtors or Surviving Officer, as the case may be.

9.9 Method of Cash Distributions.

Any Cash payment to be made pursuant to the Plan may be made, at the option of the Surviving Officer, by draft, check, wire transfer, or as otherwise required or provided in any relevant agreement or applicable law.

9.10 Distributions on Non-Business Days.

Any Distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

9.11 Withholding Taxes.

Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from Distributions hereunder. All Entities holding Claims shall be required to provide any information necessary to effectuate the withholding of such taxes.

9.12 Setoffs.

Except as otherwise provided in the Plan, agreements entered into in connection with the Plan, the Confirmation Order, or in agreements previously approved by Final Order of the Bankruptcy Court, the Debtors and the Surviving Officer may, but will not be required to, setoff against any Claim and the Distributions made with respect to the Claim, before any Distribution is made on account of such Claim, any and all of the claims, rights, and Causes of Action of any nature that a Debtor may hold against the holder of such Claim; *provided, however*, that neither the failure to effect such a setoff, the allowance of any Claim hereunder, any other action or omission of a Debtor, nor any provision of the Plan, shall constitute a waiver or release by the Debtors of any such claims, rights, and Causes of Action that the Debtors may possess against such holder. To the extent the Debtors fail to setoff against a holder of a Claim or Interest and seek to collect a claim from the holder of such Claim or Interest after a Distribution to the holder of such Claim or Interest pursuant to the Plan, the Surviving Officer shall be entitled to full recovery on its claim, if any, against the holder of such Claim or Interest.

ARTICLE 10 **EXECUTORY CONTRACTS AND LEASES**

10.1 Rejection of Executory Contracts.

10.1.1 On the Effective Date, all executory contracts and unexpired leases to which any Debtor is a party that have not otherwise been previously assumed or rejected pursuant to a Final Order of the Court hereto shall be automatically rejected by the Debtors without further notice or order.

10.1.2 The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections, pursuant to Section 365 of the Bankruptcy Code, effective as of the Petition Date. Any party to an executory contract or unexpired lease identified for rejection as provided herein may, within the same deadline and in the same manner established for Filing objections to Confirmation, file any objection thereto. Failure to file any such objection within the time period set forth above shall constitute consent and agreement to the rejection.

10.2 Bar Date for Filing Rejection Claims.

If the rejection of an executory contract or unexpired lease pursuant to this Plan gives rise to a Rejection Claim by the other party or parties to such contract or lease, such Rejection Claim, to the extent that it is timely Filed, shall be classified as a General Unsecured Claim against the respective Debtor as appropriate; *provided, however*, that in either event any Rejection Claim arising from the rejection of an executory contract or unexpired lease shall be forever barred and shall not be enforceable against the Debtors or their Estates, affiliates, successors, or properties, unless a proof of Rejection Claim is Filed and served on the Debtors or the Surviving Officer, as applicable, by the Rejection Damages Bar Date. The Surviving Officer shall file any objection to a Rejection Claim within sixty (60) days after the filing of the Rejection Claim.

ARTICLE 11
RELEASES; INDEMNIFICATION; PLAN INJUNCTION

11.1 Releases.

11.1.1 Except as otherwise specifically provided by the Plan, the Distributions and rights that are provided in the Plan shall be in complete satisfaction and release, effective as of the Confirmation Date (but subject to the occurrence of the Effective Date), of (a) all Claims and Causes of Action against, liabilities of, liens on, obligations of and Interests in the Debtors and the assets and properties of the Debtors, whether known or unknown, and (b) all Causes of Action (whether known or unknown, either directly or derivatively through the Debtors) against, Claims (as defined in Section 101 of the Bankruptcy Code) against, liabilities (as guarantor of a Claim or otherwise) of, Liens on the direct or indirect assets and properties of, and obligations of successors and assigns of, the Debtors and their successors and assigns based on the same subject matter as any Claim or Interest or based on any act or omission, transaction, or other activity or security, instrument, or other agreement of any kind or nature occurring, arising, or existing prior to the Effective Date that was or could have been the subject of any Claim or Interest, in each case regardless of whether a proof of Claim or Interest was Filed, whether or not Allowed and whether or not the holder of the Claim or Interest has voted on the Plan. Notwithstanding anything herein to the contrary, nothing in this Plan shall constitute a satisfaction and release of any cause of action against any of the Debtors' current or former officers and directors of Claims arising prior to the Petition Date.

11.1.2 On the Effective Date, the Debtors shall be deemed to release unconditionally, and hereby are deemed to release unconditionally on such date: (a) each present officer, consultant, financial advisor, attorney, accountant, employees, and other representative of the Debtors; and (b) the Committee, each Entity serving on the Committee and, solely in their capacity as members or representatives of the Committee or the Oversight Committee, each consultant, attorney, accountant, or other representative or member of the Committee or Oversight Committee (the Entities specified in clauses (a) through (b) are referred to collectively as the "**Released Parties**"), from any and all claims, obligations, suits, judgments, damages, rights, causes of action, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon or related to any act or omission, transaction, event, or other occurrence taking place on or at any time from the Petition Date through and including the Effective Date in any way relating to the Debtors, the Case, or the Plan, except that no Released Party shall be released from acts or omissions which are the result of willful misconduct or fraud. Notwithstanding anything herein to the contrary, nothing in this Plan shall constitute a release of claims against any party of claims arising prior to the Petition Date held by the Debtors and/or their Estates. For the avoidance of doubt, nothing in this Section shall constitute the settlement, release, or discharge of any claims against any non-Debtors except as expressly set forth in this Section.

11.1.3 The foregoing release provisions are an integral part of the Plan and are essential to its implementation. If and to the extent that the Bankruptcy Court concludes

that the Plan cannot be confirmed with any portion of the foregoing releases, the Debtors reserve the right to amend the Plan so as to give effect as much as possible to the foregoing releases, or to delete them.

11.2 Injunction.

11.2.1 Except as otherwise provided in the Plan, the Confirmation Order shall provide, among other things, that all Entities who have held, hold, or may hold Claims against or Interests in any of the Debtors are, with respect to any such Claims or Interests, permanently enjoined from and after the Confirmation Date from: (a) commencing, conducting, or continuing in any manner, directly, or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting the Debtors, the Oversight Committee, the Released Parties, any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor-in-interest to, the Debtors, or any property of any such transferee or successor; (b) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, of any judgment, award, decree, or order against the Debtors, the Oversight Committee, the Released Parties, any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, the Debtors, or any property of any such transferee or successor; (c) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Oversight Committee, the Released Parties, any of their property, or any direct or indirect transferee of any property of, or successor-in-interest to, any of the foregoing Entities; (d) asserting any right of setoff, subrogation, or recoupment of any kind, directly or indirectly, against any obligation due to the Debtors, the Oversight Committee, the Released Parties, any of their property, or any direct or indirect transferee of any property of, or successor-in-interest to, any Debtor; and (e) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

11.2.2 Furthermore, except as otherwise expressly provided in the Plan, for the consideration described in the Plan, as of the Effective Date, all Entities who have held, hold, or may hold claims released pursuant to this Article, whether known or unknown, and their respective agents, attorneys, and all others acting for or on their behalf, shall be permanently enjoined on and after the Effective Date, with respect to any claim released pursuant to this Article, from (a) commencing or continuing in any manner, any action or other proceeding of any kind with respect to any claim against any Released Party or the property of any of them, (b) seeking the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against any Released Party or the property of any Released Party, (c) creating, perfecting, or enforcing any encumbrance of any kind against any Released Party, (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due to any Released Party, and (e) taking any act, in any manner and in any place whatsoever, that does not conform to or comply with provisions of the Plan. In the event that any Entity takes any action that is prohibited by, or is otherwise inconsistent with the provisions of this Section or Article if the Plan, then, upon notice to the Bankruptcy Court, the action or proceeding in

which the Claim of such Entity is asserted shall automatically be transferred to the Bankruptcy Court for enforcement of the provisions of this Section and article of the Plan.

ARTICLE 12
MISCELLANEOUS

12.1 Conflicts Between Plan and Confirmation Order.

In the event the terms of this Plan and the Confirmation Order conflict, the terms of the Confirmation Order shall govern.

12.2 Term of Injunction or Stays.

Unless otherwise provided, any injunction or stay imposed by operation of Sections 105 or 362 of the Bankruptcy Code shall remain in full force and effect until the Effective Date rather than the Confirmation Date. Nothing in this Section, however, shall be construed as a limitation of the permanent injunctions provided for in this Plan.

12.3 Retention of Jurisdiction.

Notwithstanding entry of the Confirmation Order, the Bankruptcy Court shall retain jurisdiction as is legally permissible, including, without limitation, for the following purposes:

12.3.1 To determine (a) any Disputed Claims, Disputed Interests, and all related Claims accruing after the Confirmation Date, including, but not limited to, rights and liabilities under contracts giving rise to such Claims, (b) the validity, extent, priority, and non-avoidability of consensual and nonconsensual Liens and other encumbrances, (c) pre-Confirmation tax liability pursuant to Section 505 of the Bankruptcy Code, and (d) controversies and disputes regarding the interpretation of the Plan and documents executed in connection therewith;

12.3.2 To allow, disallow, estimate, liquidate, or determine any Claim or Interest against a Debtor and to enter or enforce any order requiring the Filing of any such Claim or Interest before a particular date;

12.3.3 To approve all matters related to the assumption, assumption and assignment, or rejection of any executory contract or unexpired lease of a Debtor pursuant to Section 365 of the Bankruptcy Code and the terms of this Plan;

12.3.4 To determine any request for payment of an Administrative Expense or an Administrative Operating Expense entitled to priority under Section 507(a)(1) of the Bankruptcy Code, including, but not limited to, compensation of parties entitled thereto;

12.3.5 To resolve controversies and disputes regarding the interpretation and implementation of the Plan, any disputes relating to whether or not a timely and proper proof of Claim was Filed, or whether a Disallowed Claim or Disallowed Interest should be reinstated;

12.3.6 To implement the provisions of the Plan and entry of orders in aid of Confirmation and consummation of the Plan, including, but not limited to, any disputes concerning the enforceability or applicability of the releases and injunctions contained herein;

12.3.7 To modify the Plan pursuant to Section 1127 of the Bankruptcy Code;

12.3.8 To adjudicate any and all Causes of Action that arose prior to the Confirmation Date or in connection with the implementation of the Plan, whether or not pending on the Confirmation Date, including, but not limited to, any remands of appeals;

12.3.9 To resolve disputes concerning any reserves with respect to Disputed Claims, Disputed Interests, or the administration thereof;

12.3.10 To resolve any disputes concerning whether a person or entity had sufficient notice of the Case, the applicable Bar Date, the hearing on the approval of the Disclosure Statement as containing adequate information, or the Confirmation Hearing for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

12.3.11 To determine any and all applications, Claims, Interests, pending adversary proceedings, and contested matters (including, without limitation, any adversary proceeding or other proceeding to recharacterize agreements or reclassify Claims or Interests) in this Case;

12.3.12 To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated;

12.3.13 To seek the issuance of such orders in aid of execution of the Plan, to the extent authorized by Section 1142 of the Bankruptcy Code;

12.3.14 To consider any modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including, but not limited to, the Confirmation Order;

12.3.15 To recover all assets of a Debtor and property of any Estate, wherever located, including any Cause of Action under Sections 544 through 551 of the Bankruptcy Code;

12.3.16 To resolve any dispute relating to the approval and payment of the fees and expenses of the Surviving Officer, the Oversight Committee, or their Professionals;

12.3.17 To resolve matters concerning state, local, and federal taxes in accordance with Sections 346, 505, and 1146 of the Bankruptcy Code;

12.3.18 To hear any other matter not inconsistent with the Bankruptcy Code;

12.3.19 To resolve any and all disputes or controversies relating to Distributions to be made, and/or reserves or escrows to be established, under the Plan;

12.3.20 To enter one or more Final Decrees closing any of the cases administered under this Case;

12.3.21 To enforce the injunctions granted under this Plan; and

12.3.22 To approve settlements relating to the above.

12.4 Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Entity.

12.5 Cram Down.

If all of the applicable requirements for Confirmation of the Plan are met as set forth in Section 1129(a) of the Bankruptcy Code except subsection (8) thereof, the Debtors may request the Bankruptcy Court to confirm the Plan pursuant to Section 1129(b) of the Bankruptcy Code, notwithstanding the requirements of Section 1129(a)(8) of the Bankruptcy Code, on the basis that the Plan is fair and equitable as to that Debtors' Creditors and does not discriminate unfairly with respect to any Impaired Class of Claims against the Debtors that does not vote to accept the Plan as described in the Disclosure Statement. The Debtors reserve the right to alter the treatment of any Class in order to effectuate a cram down under Section 1129(b) of the Bankruptcy Code.

12.6 Modification of the Plan.

The Debtors reserve the right, in accordance with the Bankruptcy Code, to amend or modify this Plan prior to the Confirmation Date. After the Confirmation Date, the Debtors may, upon order of the Court, amend or modify this Plan in accordance with Section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purposes and intent of this Plan. Further, since the Debtors have separate voting Classes, the Debtors reserve the right to file a new Plan, convert one or more of the Debtors' Cases to a case under chapter 7, and/or take such other actions as they deem appropriate.

12.7 Withdrawal or Revocation of the Plan.

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Plan is revoked or withdrawn by the Debtors, or if the Confirmation Date does not occur with respect to the Debtors, the Plan shall be of no further force or effect.

12.8 Notices.

All notices, requests, elections, or demands in connection with the Plan shall be in writing and shall be deemed to have been given when received or, if mailed, five (5) days after the date of mailing provided such writing shall have been sent by registered or certified mail, postage prepaid, return receipt requested, and sent to the following:

Counsel for the Debtors: Clifton R. Jessup, Jr.
Bruce H. White
GREENBERG TRAURIG, LLP
2200 Ross Ave., Suite 5200
Dallas, Texas 75201
Telephone: 214-665-3600
Facsimile: 214-665-5938

*Counsel for Opus West Corporation and
Opus West Construction Corporation*

and

Peter Franklin
Doug Skierski
FRANKLIN SKIERSKI LOVALL HAYWARD, LLP
10501 N. Central Expressway, Suite 106
Dallas, Texas 75231
Telephone: 972-755-7100
Facsimile: 972-755-7110

Counsel for Opus West LP

Counsel for the Committee: Deirdre B. Ruckman
Gardere Wynne Sewell, LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201-4761
Telephone: (214) 999-3000
Facsimile: (214) 999-4667

All notices and requests to Creditors and Interest holders shall be sent to their last known addresses. The Debtors, the Committee, and any Creditors or Interest holders may designate in writing any other address for purposes of this Section, which designation shall be effective upon receipt.

12.9 Implementation of Plan.

The parties shall use reasonable efforts and shall cooperate with one another to effect the transactions contemplated by the Plan. Each of the parties hereto shall execute such documents

and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

12.10 Governing Law.

Except to the extent that the Bankruptcy Code is applicable, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

12.11 Severability.

Should any term or provision of the Plan be determined by the Bankruptcy Court to be invalid, void, or unenforceable, such determination shall in no way limit or affect the enforceability or operative effect of any other provision of the Plan. If any term or provision of the Plan is of such a character as to deny Confirmation, the Debtors reserve the right to strike such provisions from the Plan and seek Confirmation of the Plan as modified. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.12 All Claims.

This Plan is intended to deal with all Claims against the Debtors of whatever character whether or not disputed, contingent, or liquidated and whether or not allowed by the Bankruptcy Court under Section 502 of the Bankruptcy Code. However, only those Claims Allowed under Section 502 of the Bankruptcy Code shall be entitled to receive the treatment afforded by the Plan.

12.13 Exculpation.

Neither the Debtors, the Committee, the Oversight Committee, nor any of their respective present officers, employees, agents, advisors, affiliates, accountants, lawyers, underwriters, or investment bankers, nor any other professional persons employed by any of them (collectively, the "**Exculpated Persons**") shall have or incur any liability to any Entity for any act taken or omission made in good faith in connection with or related to formulating, negotiating, implementing, confirming, or consummating the Plan, including any settlement referenced therein, the Disclosure Statement, or any Plan Document. The Exculpated Persons shall have no liability to the Debtors, any Creditor, Interest holder, any other party-in-interest in the Case or any other Entity for actions taken or not taken under the Plan, in connection herewith or with respect thereto, or arising out of their administration of the Plan or the property to be distributed under the Plan, in good faith, including, without limitation, failure to obtain Confirmation or to satisfy any condition or conditions, or refusal to waive any condition or conditions, to the occurrence of the Effective Date, and in all respects such Exculpated Persons shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

Dated: December 2, 2009

Respectfully submitted,

OPUS WEST CORPORATION, OPUS WEST
CONSTRUCTION CORPORATION, AND OPUS
WEST LP, Debtors and Debtors-in-Possession

/s/ John Greer

John Greer, Authorized Representative

Prepared by:

Clifton R. Jessup, Jr.
State Bar No. 10655020
Bruce H. White
State Bar No. 21288850
Bryan L. Elwood
State Bar No. 24029535
GREENBERG TRAUIG, LLP
2200 Ross Ave., Suite 5200
Dallas, Texas 75201
Telephone: 214-665-3600
Facsimile: 214-665-5938

*Counsel for Opus West Corporation and
Opus West Construction Corporation*

and

Peter Franklin
State Bar No. 07378000
Doug Skierski
State Bar No. 24008046
Erin K. Lovall
State Bar No. 24032553
FRANKLIN SKIERSKI LOVALL HAYWARD, LLP
10501 N. Central Expressway, Suite 106
Dallas, Texas 75231
Telephone: 972-755-7100
Facsimile: 972-755-7110

Counsel for Opus West LP