

UNITED STATES BANKRUPTCY COURT

Northern District of Texas

PROOF OF CLAIM

Name of Debtor:
OPUS WEST CORPORATION

Case Number:
09-34356-dhd-11

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):
4350 LA JOLLA VILLAGE, LLC

Name and address where notices should be sent:

4350 LA JOLLA VILLAGE, LLC c/o GREENBAUM LAW GROUP, LLC, 840 Newport Center Drive #720, Newport Beach, CA 92660

Telephone number:
(949) 760-1400

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

Court Claim Number: _____
(If known)

Filed on: _____

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

4350 LA JOLLA VILLAGE, LLC c/o GREENBAUM LAW GROUP, LLC, 840 Newport Center Drive #720, Newport Beach, CA 92660

Telephone number:
(949) 760-1400

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

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

1. Amount of Claim as of Date Case Filed: \$ 62,700.79

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

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

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

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

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$ _____

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

2. Basis for Claim: BREACH OF LEASE
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other
Describe:

Value of Property: \$ _____ Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date:
07/24/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Martin Greenbaum, Attorney for Creditor

FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

AUG 12 2009

BMC GROUP



OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (the "Lease") is made and entered into as of the 27 day of August, 2004, by and between CA-LA JOLLA II LIMITED PARTNERSHIP, a Delaware limited partnership ("Landlord") and OPUS WEST CORPORATION, a Minnesota corporation ("Tenant"). The following exhibits and attachments are incorporated into and made a part of the Lease: **Exhibit A** (Outline and Location of Premises), **Exhibit B** (Expenses and Taxes), **Exhibit C** (Work Letter), **Exhibit C-1** (Space Plans), **Exhibit D** (Commencement Letter), **Exhibit E** (Building Rules and Regulations), **Exhibit F** (Additional Provisions) and **Exhibit G** (Parking Agreement).

1. Basic Lease Information.

1.01 "Building" shall mean the building located at 4350 La Jolla Village Drive, San Diego, California, commonly known as Smith Barney Tower. "Rentable Square Footage of the Building" is deemed to be 187,999 square feet.

1.02 "Premises" shall mean the area shown on **Exhibit A** to this Lease. The Premises is located on the 1st floor and known as Suite No. 110. If the Premises include one or more floors in their entirety, all corridors and restroom facilities located on such full floor(s) shall be considered part of the Premises. The "Rentable Square Footage of the Premises" is deemed to be 2,698 square feet. Landlord and Tenant stipulate and agree that the Rentable Square Footage of the Building and the Rentable Square Footage of the Premises are correct.

1.03 "Base Rent":

Period	Annual Rate Per Square Foot	Monthly Base Rent
Months 1 through 12	\$36.73	\$8,258.13
Months 13 through 24	\$37.93	\$8,527.93
Months 25 through 36	\$39.13	\$8,797.73
Months 37 through 48	\$40.33	\$9,067.53
Months 49 through 60	\$41.53	\$9,337.31

1.04 "Tenant's Pro Rata Share": 1.4351%.

1.05 "Base Year" for Taxes (defined in **Exhibit B**): 2004; "Base Year" for Expenses (defined in **Exhibit B**): 2004.

1.06 "Term": A period of 60 months. Subject to Section 3, the Term shall commence on **October 1, 2004** (the "Commencement Date") and, unless terminated early in accordance with this Lease, end on **September 30, 2009** (the "Termination Date").

1.07 Allowance(s): Landlord, provided Tenant is not in Default (as defined in Section 18) and subject to the terms and conditions set forth in **Exhibit C**, agrees to provide Tenant with an allowance (the "Allowance") in an amount not to exceed **\$12,710.00** (i.e., \$5.00 per usable square foot of the Premises) to be applied toward the cost of the Landlord Work (as defined in Section 1.14) in the Premises.

1.08 "Security Deposit": **\$0.00**, as more fully described in Section 6.

1.09 "Guarantor(s)": shall mean any party that agrees in writing to guarantee the Lease. As of the date first written above, there are no Guarantors(s).

1.10 "Broker(s)": The Sande Co.

1.11 "Permitted Use": general office use; provided that in no event shall the Premises, or any portion of the Premises, be used (i) for the operation of a discount stock and bond brokerage firm and (ii) to operate a business under the trade name of Bowne & Co., Inc. or Merrill Corp.

Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

CA-LA JOLLA II LIMITED PARTNERSHIP, a Delaware limited partnership

By: EOM GP, L.L.C., a Delaware limited liability company, its general partner

By: Equity Office Management, L.L.C., a Delaware limited liability company, its non-member manager

By: _____

Name: **Robert E. Dezzutti**

Title: **Senior Vice President**

TENANT:

OPUS WEST CORPORATION, a Minnesota corporation

By: _____

Name: **Thomas W. Roberts**

Title: **President**

51-0278211

Tenant's Tax ID Number (SSN or FEIN)

FIRST AMENDMENT

THIS FIRST AMENDMENT (the "Amendment") is made and entered into as of October 6, 2004, by and between CA-LA JOLLA II LIMITED PARTNERSHIP, a Delaware limited partnership ("Landlord") and OPUS WEST CORPORATION, a Minnesota corporation ("Tenant").

RECITALS

- A. Landlord and Tenant are parties to that certain lease dated August 27, 2004 (the "Lease"). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 2,698 rentable square feet (the "Premises") described as Suite No. 110 on the 1st floor of the building commonly known as Smith Barney Tower located at 4350 La Jolla Village Drive, San Diego, California (the "Building").
- B. Tenant and Landlord mutually desire that the Lease be amended on and subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Amendment.** Retroactively effective as of August 27, 2004, Landlord and Tenant agree that the Lease shall be amended in accordance with the following terms and conditions:
 - 1.01. **Section 14., "Insurance" of the Lease** shall be modified and amended by the first sentence of Section 14 and substituting the following therefor:

"Tenant shall maintain the following insurance ("Tenant's Insurance"):
(a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000.00; (b) Property/Business Interruption Insurance written on an All Risk or Special Perils form, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("Tenant's Property") and any Leasehold Improvements performed by or for the benefit of Tenant; (c) Workers' Compensation Insurance in amounts required by Law; and (d) Employers Liability Coverage of at least \$1,000,000.00 per occurrence."
2. **Miscellaneous.**
 - 2.01. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any additional Rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment.
 - 2.02. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.
 - 2.03. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control.
 - 2.04. Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.
 - 2.05. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

- 2.06. Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment. Tenant agrees to indemnify and hold Landlord and the Landlord Related Parties (as defined in the Lease) harmless from all claims of any brokers claiming to have represented Tenant in connection with this Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no broker in connection with this Amendment. Landlord agrees to indemnify and hold Tenant and the Tenant Related Parties (as defined in the Lease) harmless from all claims of any brokers claiming to have represented Landlord in connection with this Amendment.
- 2.07. Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.
- 2.08. Equity Office Properties Management Corp. ("EOPMC") is an affiliate of Landlord and represents only the Landlord in this transaction. Any assistance rendered by any agent or employee of EOPMC in connection with the Lease or any subsequent amendment or modification hereto has been or will be made as an accommodation to Tenant solely in furtherance of consummating the transaction on behalf of Landlord, and not as agent for Tenant.

[SIGNATURES ARE ON FOLLOWING PAGE]

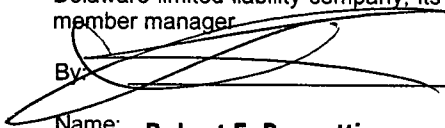
IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

LANDLORD:

CA-LA JOLLA II LIMITED PARTNERSHIP, a Delaware limited partnership


By: EOM GP, L.L.C., a Delaware limited liability company, its general partner

By: Equity Office Management, L.L.C., a Delaware limited liability company, its non-member manager

By: 
Name: Robert E. Dezzutti
Title: Senior Vice President

TENANT:

OPUS WEST CORPORATION, a Minnesota corporation

By: 
Name: Thomas W. Roberts
Title: President
Tenant's FEIN: 51-0278211