B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT Northern District of Texas	PROOF OF CLAIM

Name of Debtor: OPUS WEST CORP

Case Number: 0934356

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):

Name and address where notices should be sent:

PELOTON REAL ESTATE PARTNERS LLC
1616 WOODALL RODGERS FRWY, SUITE 600; DALLAS, TX 75202

Telephone number: (214) 220-0600

FILED
AUG 10 2009
TAWANA C. MARSHALL, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

☐ 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):

SAME

Telephone number:

☐ 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: $ 24,589.88

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.

2. Basis for Claim: SERVICES PERFORMED
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 0065

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:** $_____

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.*

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: 08/06/2009

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.

JOEL PASTAMKELLER
MANAGER

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.

RECEIVED
AUG 12 2009
BMC GROUP

OPUS WEST
00106

Outstanding Accounts Receivable
Two Addison Circle
Opus West

Amount	Description
63.79	Broker Meeting Reimbursement (Inv #1837)
856.87	NTCAR Bus Tour, CoStar, Broker Meeting (Inv #2034)
17,602.06	1st half Solutions Bank Leasing Commission
5,109.15	Leasing Party Reimbursement (Inv #2067)
92.01	Reimbursement for Sign pick-up and storage (Inv #2088)
866.00	Signage Reimbursement (Inv #2137)
24,589.88	**Total Outstanding**

Peloton
Real Estate Partners

Peloton Real Estate Partners, LLC
PO Box 12086
Dallas, TX 75225
(214) 220-0600 fax (214) 220-0619

Invoice No. INV1837

INVOICE

Customer

Name	Opus/Two Addison Circle
Address	1545 North Dallas Pkwy, Suite 450
City	Addison State TX ZIP 75001
Attn	Geoff Meyer

Date	12/18/08
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	Marketing Reimbursment - Broker Meeting - see attached receipt	$ 63.79	$ 63.79

2nd Notice

	SubTotal	$ 63.79
	Shipping & Handling	$ -
Taxes	State	$ -
	TOTAL	**$ 63.79**

Payment Details

○
◉ Remit to:
○

Peloton Real Estate Partners, LLC
PO Box 12086
Dallas, TX 75225

Office Use Only

Please remit within fifteen (15) days of date of invoice

We appreciate your business!

R + D KITCHEN
(214) 890-7900

Server: TRICIA W. 667 DOB: 11/12/2008
12:47 PM 11/12/2008
Table 31/1 6/60009

VISA 7340038
Card #XXXXXXXXXXXX1919

Magnetic card present: SELLERS CHARLES
Approval: 77762D

Amount: 31.39

+ Gratuity: 6.00

Quick Guide
15% = 4.71
18% = 5.65
20% = 6.28

= Total: 37.31

X

PLEASE LEAVE SIGNED COPY

Thank s Come Again!
2901 Thomas Ave.
214-979-0452

Server: Stephanie	11/06/2008
Table 406/1	12:48 PM
Guests: 2	60021
Order Type: Order	
Menu: Server	
Diet Coke	1.75
Iced Tea	1.75
Grilled Chicken Salad	8.50
Smoked Jap Turkey Melt	8.95
NO Mayo	
NO Tomatos	
Side Fries	
Complete Subtotal	20.95
4 Items	
Subtotal	20.95
Tax	1.73
Total	22.68
Balance Due	**22.68**

Thanks for choosing us!

3.80 tip

26.48

Peloton
Real Estate Partners

Peloton Real Estate Partners, LLC
PO Box 12086
Dallas, TX 75225
(214) 220-0600 fax (214) 220-0619

Invoice No. INV2034

INVOICE

Customer

Name	Opus/Two Addison Circle
Address	1545 North Dallas Pkwy, Suite 450
City	Addison State TX ZIP 75001
Attn	Geoff Meyer

Date	04/09/09
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	NTCAR Bus Tour	$ 400.00	$ **400.00**
1	Annual Subscription Co-Star Showcase	$ 275.00	$ **275.00**
1	Broker Meetings - receipts attached	$ 181.87	$ **181.87**
	For any questions please contact Lori Foster at (214) 220-0600 ext 3197 or lfoster@pelotonrealty.com		

	SubTotal	$ **856.87**
	Shipping & Handling	$ -
Taxes	State	$ -
	TOTAL	$ **856.87**

Payment Details

○
◉ Remit to:
○

Peloton Real Estate Partners, LLC
PO Box 12086
Dallas, TX 75225

Office Use Only

Please remit within fifteen (15) days of date of invoice

We appreciate your business!

Shelby Sanders

HOULIHAN'S

HOULIHAN'S #166 - PRESTONWOOD
5225 Beltline
(972)386-0689

Date: 03/03/2009 Time: 12:27.50 PM
Server ID: 5445 Jules
Check #: 166562 Tab #: 307
Persons: 1
Card Type: Master Card
Card Number: XXXXXXXXXXXX2804
Card Owner: HOULIHAN/B W

Check Total **25.87**

Gratuity 5.00

TOTAL 30.87

Approval: 33922P

Questions or Comments?

www.houlihans.com

KEEP THIS COPY FOR YOUR RECORDS

Mari Jones

The Mercury Grill
972-960-7774

Server: DOUG
08:22 PM
Table 303/1

DOB: 01/27/2009
01/27/2009
7/70003

M/C
Card #XXXXXXXXXXXX2804
Magnetic card present: HOULIHAN B W
Approval: 18552P

3145754

Amount: 72.00

+ Tip: 14.00

= Total: 86.00

X _____

Have a great day.

Customer Copy

Debbie Ehart Wood

Live Music & Dancing Nightly
5001 Addison Circle
Server: Eloy DOB: 01/22/20[illegible]
01:10 PM 01/22/20[illegible]
3/1 3/30[illegible]

M/C 3145731
Card #XXXXXXXXXXXX2804
Magnetic card present: HOULIHAN B W
Approval: 46719P

Amount: 30.74
+ Tip: 6.00
= Total: 36.74

X
Approval: 46719P

KeepThis Copy

Andy Leatherwood
JLL

Live Music & Dancing Nightly
5001 Addison Circle
Server: julio DOB: 02/06/2009
01:05 PM 02/06/2009
Table 5/1 3/30005

M/C 314 44
Card #XXXXXXXXXXXX280[illegible]
Magnetic card present: HOULIHAN B W
Approval: 46354P

Amount: 23.76
+ Tip: 4.50
= Total: 28.26

X
Approval: 46354P

KeepThis Copy

Transaction Summary

Peloton Broker Name Houlihan

Property Information

Property Name:	Two Addison Circle
Address:	15725 N. Dallas Parkway

Landlord/Seller Information

Name	Opus West Corporation
Address	
Contact	Geoff Meyer

Tenant/Purchaser Information

Name	SolutionsBank
Address	
Contact	

Transaction Information

Transaction Type:	Lease
Property Type:	Office
Lease Type:	Net of E
Square Footage:	5,297

Transaction Information

Execution Date:	
Commencment Date:	
Lease Term:	
Tenant Improvements:	

No. of Months	Term	Rate per SF	Monthly Rental	Total Rent
48		$30.27	$13,361.68	$641,360.76
60		$34.86	$15,387.79	$923,267.10
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
Total	**108 Months**			**$1,564,627.86**

Commission Structure

Commission Rate:	2.25%
Total Gross Commission:	$35,204.13
Commission Payment Structure	
1st Half or 100% Due:	
2nd Half Due:	

	1ST HALF	2ND HALF
Net to Peloton:	12,321.44	12,321.44
Net to Broker:	5,280.62	5,280.62
	17,602.06	17,602.06

Outside Broker

Name	
Address	
Contact	

Commission to be Received From

Name	Opus West Corporation
Address	
Contact	Geoff Meyer

Peloton
Real Estate Partners

Peloton Real Estate Partners, LLC
PO Box 12086
Dallas, TX 75225
(214) 220-0600 fax (214) 220-0619

Invoice No. **2067**

INVOICE

Customer

Name	Opus/Two Addison Circle
Address	1545 North Dallas Pkwy, Suite 450
City	Addison State TX ZIP 75001
Attn	Geoff Meyer

Date	04/21/09
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	Invitations and Postage	$ 284.75	**$ 284.75**
1	Music	$ 450.00	**$ 450.00**
1	Food and Catering	$ 2,943.03	**$ 2,943.03**
1	Rentals	$ 297.55	**$ 297.55**
1	Wine and Beverages	$ 1,001.91	**$ 1,001.91**
1	Décor/Flowers	$ 131.91	**$ 131.91**

	SubTotal	$ 5,109.15
	Shipping & Handling	$ -
Taxes	State	$ -
	TOTAL	**$ 5,109.15**

Payment Details

○
◉ Remit to:
○

Peloton Real Estate Partners, LLC
PO Box 12086
Dallas, TX 75225

Office Use Only

Please remit within fifteen (15) days of date of invoice

We appreciate your business!

Peloton
Real Estate Partners

Peloton Real Estate Partners, LLC
PO Box 12086
Dallas, TX 75225
(214) 220-0600 fax (214) 220-0619

Invoice No. INV 2088

INVOICE

Customer

Name: Opus/Two Addison Circle
Address: 1545 North Dallas Pkwy, Suite 450
City: Addison State: TX ZIP: 75001
Attn: Geoff Meyer

Date: 05/05/09
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	Sign pick-up and storage	$ 92.01	$ 92.01

	SubTotal	$ 92.01
	Shipping & Handling	$ -
Taxes	State	$ -
	TOTAL	**$ 92.01**

Payment Details

○
◉ Remit to:
○

Peloton Real Estate Partners, LLC
PO Box 12086
Dallas, TX 75225

Office Use Only

Please remit within fifteen (15) days of date of invoice

We appreciate your business!

HIGHTECH SIGNS
Signs That Mean Business
220 N. Story Rd., Suite 101
Irving, TX 75061
Phone: (972) 257-1100
Fax: (972) 594-0441

RECEIVED
APR 15 2009
BY:

Invoice

Date	Invoice #
4/10/2009	3989

Bill To
Peloton Real Estate Partners Attn: Stephanie Fincher 1616 Woodall Rodgers Frwy., Suite 600 Dallas, TX 75202

P.O. Number	Due Date
	5/10/2009

Quant...	Description	Rate	Amount
1	Pick up sign & store (N. Dallas Tollway) Two Addison Sales Tax	85.00 8.25%	85.00 7.01
		Total	$92.01

Peloton
Real Estate Partners

Peloton Real Estate Partners, LLC
PO Box 12086
Dallas, TX 75225
(214) 220-0600 fax (214) 220-0619

Invoice No. INV 2137

INVOICE

Customer

Name: Opus/Two Addison Circle
Address: 1545 North Dallas Pkwy, Suite 450
City: Addison State: TX ZIP: 75001
Attn: Geoff Meyer

Date: 06/12/09
Order No.:
Rep:
FOB:

Qty	Description	Unit Price	TOTAL
1	Signage (Invoice copy attached)	$ 866.00	$ 866.00

	SubTotal	$ 866.00
	Shipping & Handling	$ -
Taxes	State	$ -
	TOTAL	**$ 866.00**

Payment Details

○
◉ Remit to:
○

Peloton Real Estate Partners, LLC
PO Box 12086
Dallas, TX 75225

Office Use Only

Please remit within fifteen (15) days of date of invoice

We appreciate your business!

HIGHTECH SIGNS

Signs That Mean Business

220 N. Story Rd., Suite 101
Irving, TX 75061
Phone: (972) 257-1100
Fax: (972) 594-0441

RECEIVED
MAY 29 2009
BY:

Invoice

Date	Invoice #
4/16/2009	4002

Bill To
Peloton Real Estate Partners Attn: Stephanie Fincher 1616 Woodall Rodgers Frwy., Suite 600 Dallas, TX 75202

P.O. Number	Due Date
	5/16/2009

Quant...	Description	Rate	Amount
2	4'x8' Painted Wood Panels (Two Addison Circle)	250.00	500.00
2	4x4 Painted Wood Posts with Frame and Toppers	65.00	130.00
1	Installation	170.00	170.00
	Sales Tax	8.25%	66.00
		Total	$866.00

Aged Receivables Detail
Peloton Real Estate Partners LLC (pelopart)
As of Date: 06/03/2009

Ctrl No.	Charge Code	Tran Date	Account Number	Description	Total	Amount Receivable	Not Yet Due	0-30 Days	30-60 Days	60-90 Days	Over 90 Days
t0000065	Two Addison Circle (Unit 150)										
C-2851	client	12/31/08	4060-0000	Property Payroll/	63.79	63.79					63.79
C-3348	client	04/16/09	4060-0000	Property Payroll/	856.87	856.87			856.87		
C-3422	client	04/27/09	4060-0000	Property Payroll/	5,109.15	5,109.15			5,109.15		
C-3445	client	05/06/09	4060-0000	Property Payroll/	92.01	92.01		92.01			
					6,121.82	6,121.82	0.00	92.01	5,966.02	0.00	63.79
					6,121.82	6,121.82	0.00	92.01	5,966.02	0.00	63.79

COMMISSION AGREEMENT
(15600 Dallas Parkway)

THIS COMMISSION AGREEMENT (this "**Agreement**") is made and entered into as of July 2, 2007 (the "**Effective Date**") by and between Opus West LP, a Delaware limited partnership ("**Owner**") and Peloton Real Estate Partners ("**Broker**").

RECITALS:

This Agreement is made with reference to the following facts and intentions of the parties.

A. Owner is the owner of a 3.37 acre tract of undeveloped land in Addison, Dallas County, Texas more particularly described on Exhibit A hereto (the "**Property**").

B. Owner desires to engage Broker as its exclusive agent to lease any improvements which Owner or any affiliate of Owner erects on the Property during the Term of this Agreement, including pre-leasing of the improvements on the Property, and Broker desires to render such leasing services to Owner, upon and subject to the terms and conditions set forth herein (hereinafter sometimes referred to as the "**Contemplated Transactions**").

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, Owner and Broker agree as follows:

1. **Appointment of Broker; Term**. Owner grants to Broker the exclusive right to solicit, obtain and negotiate a lease or leases of space in the Property (each, a "**Lease**" and, collectively, "**Leases**"), for a period commencing as of the date hereof and ending at 11:59 p.m. (Dallas, Texas time) on August 31, 2008 (the "**Term**"). Each Lease shall be executed by Owner on terms acceptable to Owner. Upon the expiration of the initial Term, this Agreement shall become a month-to-month Agreement (and the Term shall be extended accordingly). Notwithstanding the foregoing this Agreement may be terminated in accordance with the provisions of Paragraph 10 hereof.

2. **Acceptance by Broker and Duties of Broker**. Broker hereby accepts such agency and agrees to perform all services appropriate and necessary for the Contemplated Transactions, and Broker shall:

(a) Use its best efforts to procure tenants and assist Owner and its agents (to the extent requested by Owner) in the negotiation of all Contemplated Transactions. If applicable, all Leases shall be at rental amounts, as applicable, not less than the amounts shown on any Rental Schedule approved by Owner pursuant to the provisions of Paragraph 3 hereof (unless rent amounts less than those on the Rental Schedule are approved in writing by Owner in its sole discretion), and all lease agreements shall be in accordance with lease agreements approved by Owner. Broker shall not have the right to sign any lease agreement or any document relating thereto, on behalf of Owner or to cancel or amend any such agreement on behalf of Owner; and it is expressly understood that all such lease agreements or other agreements in connection therewith shall be submitted to Owner and be executed by Owner. Owner shall have the right, in

its sole discretion, to accept or reject any proposed tenant and to change its requirements as to the terms and forms of acceptable lease agreements, whether before or after submission to a proposed tenant.

(b) At its sole expense, maintain an adequate leasing staff sufficient to satisfy the requirements of Owner in consummating the Contemplated Transactions. Such staff shall include Joel Pustmueller, T.D. Briggs & Barbara Houlihan, or such other replacement personnel of Broker as are approved in writing by Owner ("Approved Leasing Representatives").

(c) Within a budget to be approved in advance by Owner and Broker, and in accordance with Exhibit "B" attached hereto, advertise space in the improvements and on the Property and promote the lease of such improvements by newspaper advertising, signs, circulars and mailings, including the preparation of a marketing brochure, and by engaging in other appropriate forms of advertising, all of which shall be approved in advance by Owner for form and content and paid for by Broker.

(d) Cooperate with other brokers and Owner in consummating the Contemplated Transactions. Fees paid to other brokers shall be in accordance with the provisions of Paragraph 4 hereof. Notwithstanding the foregoing, Owner reserves the right to negotiate lease agreements for the Contemplated Transactions.

(e) Meet with Owner on a monthly basis, or more frequently if requested by Owner, in order to plan and implement the leasing program for the Property and to keep Owner fully advised as to the status of leasing activity for the Property. The meetings shall be attended by the staff of Broker specified in Paragraph 2(b) and, if requested by Owner, by at least one executive of Broker.

(f) Perform such other duties as are customarily performed by leasing agents leasing similar properties in the Dallas/Fort Worth metropolitan area. See Exhibit "B."

3. **Rental Schedule**. In the event Owner formulates a Rental Schedule (exclusive of operating expenses and taxes):

(a) All leases agreements shall comply with the Rental Schedule, as appropriate unless Owner in its sole discretion agrees in writing to a rental amount less than the amount in the Rental Schedule; Owner reserves the right to amend the Rental Schedule from time to time.

(b) Tenants shall pay such other charges as are called for by the form of lease agreement adopted by Owner.

(c) The Rental Schedule shall form the basis on which Contemplated Transactions shall be negotiated and may be modified in particular instances with the written consent of Owner.

4. **Commissions of Broker**. Owner shall pay Broker the following compensation for its services in connection with Leases accepted and executed by Owner:

(a) Leases without a co-broker: A one time fee of four and one-half percent (4.50%) of the fixed base rent (net of electricity) and operating expenses (but excluding all other payments or charges paid by tenant to Owner) for the initial Lease term up to ten years, provided, however, if Owner executes a separate commission agreement with a cooperating broker agreeing to pay commission to such cooperating broker on an initial Lease term greater than ten years, Owner agrees to pay to Broker a commission based upon the same initial Lease term as agreed pursuant to the separate agreement with the cooperating broker.

(b) Leases with a co-broker: A one time fee of six and three quarters percent (6.75%) of the fixed base rent (net of electricity) and operating expenses (but excluding all other payments or charges paid by tenant to Owner) for the initial Lease term up to ten years. In all co-brokerage situations where a broker other than Broker procures a tenant for space in the Buildings and Owner accepts the Contemplated Transaction Owner will pay the 6.75% commission above as follows: (1) a commission equal to 4.5% to such co-operating broker and (2) a commission equal to 2.25% to Broker. The commissions shall be payable in accordance, with the provisions of Paragraph 4 hereof. Owner may, at its sole discretion and in lieu of the 4.5% commission to be paid to a co-operating broker, pay a full commission to such co-operating broker as provided in this Paragraph 4. Should a bonus be offered to a procuring broker in a co-brokerage situation, Broker will in no way be entitled to a bonus or portion thereof.

(c) All commissions relating to Leases shall be payable as hereinafter set forth at such time as Broker has secured a lease agreement executed by a tenant and by Owner, and delivered to the respective parties fully executed with all exhibits, work letters, floor plans, security deposit and other related documents approved in full by Owner, as landlord, and by the tenant, and where there is no existing right of cancellation or contingency that would serve to cancel or void such lease agreement.

(d) Fifty percent (50%) of the commission payable relating to Leases will be paid upon (i) delivery to Owner of a fully completed lease agreement (with exhibits), and all required and completed parking licenses, guaranties, work letters and related documents, executed in each instance by both the prospective tenant, Owner and guarantor, if applicable, together with any required security deposit, and (ii) the removal, satisfaction or waiver of all conditions or contingencies by which any such lease agreement could be declared null and void. The remaining fifty percent (50%) of the commission payable relating to such Lease will be paid upon the latest to occur of the commencement date of the Lease or occupancy of the demised premises by the tenant and receipt of the first month's rent from such tenant; provided, however, that the remaining fifty percent (50%) commission shall be payable upon the commencement date of the Lease and occupancy by the tenant in the event such tenant is not required by the terms of its Lease to commence payment of rent on the date of occupancy. In the event that a tenant fails to occupy space in the improvements after executing and delivering a lease agreement, any remaining commission shall not be due from and will not be paid by Owner, and Broker waives all rights to such remaining commission.

(e) In computing commissions pursuant to this Paragraph 4, no commission will be paid on (i) any renewal options or on any renewals whatsoever unless Broker provides satisfactory evidence to Owner that Broker is representing Tenant and Owner is at the time of

such renewal the fee simple owner of the Property; (ii) any expansion of space by a tenant after the date the certificate of occupancy has issued for such tenant's original leased premises unless Broker provides satisfactory evidence to Owner that Broker is representing Tenant for such expansion space and Owner is at the time of such expansion the fee simple owner of the Property; (iii) any options to acquire additional space exercised after the date the certificate of occupancy has issued for such tenant's original leases premises; (iv) tenant improvements, over and above the building standard tenant improvements, to the extent such tenant improvements are amortized and included as base rent; (v) any and all escalations in rental occasioned by an increase in real estate taxes, expenses for operating and maintaining the Property or the Buildings located thereon, expenses in the nature of "CAM" or any similar kinds of costs or expenses paid by tenants to or on behalf of Owner, whether or not any of the foregoing is characterized as "additional rental", or by reason of other adjustments in rental; (vi) any rent which is abated or any rental concession; (vii) any rental attributable to the assumption of an existing lease, to reimbursement of a tenant for payments due in connection with space leased by such tenant but which space is to be or was vacated as a result of such tenant's lease of space in a building, to reimbursement by Owner of moving, relocation or minor refurbishment expenses or to a transfer of so-called "Investment Tax Credit"; (viii) transaction privilege, sales or other excise taxes paid by tenant to Owner; and (ix) any other payment by tenant which is other than the payment of true net rent to Owner, except as otherwise provided in this Agreement.

(f) Broker shall have no right to list the Property or any portion thereof for sale or to grant any options to purchase the Property or to negotiate for any transaction other than the Contemplated Transactions, unless Owner has pre-approved any such right in writing.

(g) Upon execution of any lease agreement contemplated hereunder, Broker shall cause itself and any co-broker to execute an agreement setting forth the specific commission payable with respect to the Contemplated Transaction. Broker and such co-broker shall indemnify and defend Owner from all claims for commission in respect to such transaction, except those claims arising out of commitments made by Owner.

(h) Broker shall not be authorized to lease space for a term of less than sixty (60) months. In the event that Broker offers a lease for a term of less than sixty (60) months and Owner accepts the same, the commission thereon shall be upon the same schedule as set forth in Paragraph 4(a) hereof.

(i) If any tenant, after having taken occupancy of leased space in the Building under a lease agreement ("**Original Lease**") ceases to pay rent and vacates the same for any reason other than Owner's default within four (4) months after taking possession and provided this Agreement is still in effect, the Approved Leasing Representatives will use their best efforts, for a period of one (1) year after the date tenant vacates the same and ceases paying rent to obtain a replacement tenant for that space. If a replacement lease ("**Replacement Lease**") is obtained by the Approved Leasing Representatives, the lease commission for the Replacement Lease shall be reduced by an amount equal to the unearned commission paid in connection with the Original Lease.

5. **Insurance**. Broker shall maintain general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the Property and the

adjoining streets, sidewalks and passageways in amounts of at least One Million Dollars ($1,000,000.00) for injury or death to one person, Three Million Dollars ($3,000,000.00) for injury or death to more than one person, and Five Hundred Thousand Dollars ($500,000.00) for damage to property. Owner shall be named as an additional insured on all such insurance policies. Broker shall maintain worker's compensation insurance covering servants and employees engaged in the performance of this Agreement at all times during the term of this Agreement. Evidence of said insurance satisfactory to Owner must be provided to Owner within ten (10) days after execution of this Agreement. Broker shall give Owner immediate notice of any cancellation, non-renewal or adverse change in the insurance policy required herein.

6. **Forms**. Owner reserves the right to adopt, change or amend lease or sale forms or such other forms as it may deem appropriate or necessary, and Owner shall furnish Broker with basic lease and sale forms and other forms. Broker shall thereafter use such lease and sale forms and other forms to the extent practical in the negotiation of all leases and sales or other matters requiring formal legal documentation. Such lease and sales forms shall be modified upon the request of Owner.

7. **Commissions for Prospects**. Owner agrees to pay Broker the commissions due hereunder if, within ninety (90) days after the expiration of the Term or earlier termination of this Agreement, the Property or any portion thereof is leased (including any expansion of an existing Tenant Space or renewal or extension of the term of an existing Lease) to a Prospect registered with Owner as provided in Paragraph 8 below. As used herein, a "**Prospect**" means any person or entity (including an existing tenant of the Property) that Broker or Owner has shown any portion of the Property, submitted an inquiry or proposal to lease (or expand into) any portion of the Property, or received an inquiry or proposal to lease (or expand into) any portion of the Property, prior to the expiration of the Term or earlier termination of this Agreement.

8. **Registration and Proposals For Prospects**. Broker shall register all Prospects secured by Broker or a co-broker with Owner, and Broker shall provide Owner with copies of all correspondence with prospective tenants or purchasers. Broker shall register all prospective tenants with Owner by informing Owner of (i) the name and address of such prospective tenant or purchaser (ii) the space Broker intends to offer to such prospective tenant in the Property, and (iii) the proposed term of the lease and rental rate. The registration of a prospective tenant or purchaser shall be contained in the monthly report (as described in Paragraph 11) due after the Broker's first contact with such prospective tenant or purchaser. All proposals to prospective tenants or purchasers shall be prepared by Owner or Owner's agent on Owner's stationery or on Owner's agent's stationery for submission to a prospective tenant or purchaser by Broker.

9. **Owner Cooperation**. Owner agrees to fully and promptly cooperate with Broker in negotiating and consummating each Lease (and any amendments of any Lease) and to immediately refer to Broker all inquiries of any person or entity interested in leasing all or a portion of the Property. All negotiations are to be conducted by and through Broker exclusively. Subject to Exhibit "B" attached hereto and to prior approval by Owner, Broker shall have the right to display on the Property suitable signs of Broker which state that Broker is the leasing agent of the Property. All such signs will include a reference that the Property is an Opus development, and such information shall be displayed in equal prominence to the name of

Broker. All such signage shall be in conformance with any applicable governmental ordinances and regulations and covenants, conditions and restrictions, if any, affecting the Property.

10. **Termination**. Notwithstanding any other provision of this Agreement, the agreements herein contained shall be terminated and the rights and obligations of the parties hereto shall thereupon cease, and an accounting shall be made by Broker to Owner, upon any of the following circumstances or events:

(a) Consummation of a bona fide sale of any of the Property (other than pad sites as discussed herein) and delivery of possession of the Property to the new owner.

(b) Substantial Destruction of the Property. For purposes of this Agreement, the term "Substantial Destruction" shall be defined as destruction involving forty percent (40%) or more of the value of the Property or improvements constructed thereon.

(c) Taking under eminent domain or other like proceedings. This Agreement shall terminate with respect to the portion so taken, but shall remain in full force and effect with respect to the balance of the Property; provided, however, that if the taking is of a substantial portion of the Property (twenty percent (20%) or more of the value thereof), this Agreement shall terminate as to all of the Property on the date when said taking occurs.

(d) Broker is adjudged bankrupt or Broker makes an assignment for the benefit of its creditors or seeks relief from its creditors under any insolvency act.

(e) Broker fails to fully, strictly and timely perform or satisfy any covenant, obligation, term or condition set forth in this Agreement, and such failure by Broker is not cured within ten (10) business days after Broker is notified in writing of such failure by Owner, then Owner shall have the right to immediately terminate this Agreement for cause.

(f) Mutual agreement of Owner and Broker expressed in writing.

(g) Expiration of the term of this Agreement without a written extension or renewal agreement signed by Owner and Broker.

(h) Thirty (30) days after written notice to terminate this Agreement is given by either party to the other party, which written notice may be given at any time without cause.

11. **Monthly Reports**. On or before the first day of each calendar month during the term of this Agreement, Broker shall furnish to Owner a written report describing the current status of the leasing and sales program for the Property and setting forth in detail the following information:

(a) A description of all calls made by Broker on prospective tenants or prospective purchasers during the previous calendar month and the disposition or result of each such call;

(b) A registration of prospective tenants or purchasers as described in Paragraph 8, a list of the prospective tenants or purchasers who constitute current prospects for the Property, and a description of the status of negotiations with each such prospective tenant or purchaser;

(c) A description, to the extent of the Broker's knowledge, of all leasing transactions involving similar lease transactions consummated in the greater Dallas/Fort Worth area during the previous calendar month, including a summary of the terms of the transaction; and provided said information is not confidential or would be in bad faith to disclose; and

(d) Such other information that Owner may from time to time request.

12. **Cancellation Right Limitations**. If a tenant has the right to cancel its Lease as of a date certain specified in the original Lease, subsequent to the commencement of the term thereof but prior to the expiration date set forth in the Lease, Broker shall be paid a commission based on the aggregate Basic Rental for the non-cancelable portion of the Lease term at the times specified in Section 4 hereof. If the cancellation right expires unexercised and Owner is the then current fee simple owner of the Property, Broker shall be paid the balance of the commission based on the aggregate Basic Rental for the remaining portion of a 10 year Lease term, within 45 days following the expiration of such right. Notwithstanding the foregoing, if the cancellation right requires the payment of a fee which includes unamortized commissions then Broker will be paid a commission for the entire Lease term, up to a total of 10 years, as if no cancellation provision were in the Lease.

13. **Representations and Warranties**. Owner hereby warrants and represents to Broker that (a) Owner is the owner of record of the Property or has the legal authority to execute this Agreement (and leases of the Property) on behalf of such owner, (b) no other person or entity has any right to render leasing services for the Property or any portion thereof, and (c) the Property is not subject to the jurisdiction of any court in any bankruptcy, insolvency, conservatorship or probate proceeding. Broker hereby warrants and represents to Owner that Broker is a duly authorized real estate broker under the laws of the State of Texas.

14. **Indemnification**. In the event legal action is initiated by any individual(s) or entity(s) against Owner, or its representatives, alleging misrepresentation or other verbal assurances by Broker, or its agents, pertaining to the Property, Broker shall and does hereby indemnify, protect, defend and hold Owner harmless from any loss, cost (including attorneys' fees and costs) and liability whatsoever and shall satisfy all costs incurred therein (including any cost incurred in enforcing this indemnification provisions); provided, however, that such obligation to defend and indemnify shall not apply if the legal action is based upon or arises in any way out of Owner's willful misrepresentation of material information. In addition, Broker will have the right to (i) select and employ attorneys reasonably acceptable to Owner to defend against such legal action, and (ii) decide, subject to Owner's reasonable consent, whether to settle or defend against any such legal action.

15. **Notices**. All notices, waivers, approvals, consents, demands, requests or other communications required or permitted under this Agreement shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when personally delivered, (b) if mailed, on the second business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

If to Broker: Peloton Real Estate Partners
1616 Woodall Rodgers
Suite 600
Dallas, Texas 75202
Attn: Joel Pustmueller

If to Owner: Opus West LP
15455 North Dallas Parkway
Suite 450
Addison, Texas 75001
Attn: Geoff Meyer

or to such other address(es) or addressee(s) as any party hereto shall designate to the other in the manner provided in this Agreement for the service of notices.

16. **Cost of Enforcement**. In the event of any action or proceeding between Owner and Broker to enforce any of the provisions and/or rights under this Agreement or on account of a breach of any term or provision hereof (including without limitation arbitration, mediation and court actions at law or in equity), the unsuccessful party to such action or proceeding agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by such prevailing party, including any such costs and expenses incurred in any appeal, and if such prevailing party shall recover an award or judgment in any such action or proceeding, such costs, expenses and fees shall be included in and as a part of such award or judgment.

17. **Representation of Third Party Principal**. Although Broker is authorized to submit lease offers to Owner from a prospective tenant, Broker shall not be authorized to otherwise represent a tenant unless the written consent of Owner has been first obtained. Broker shall submit to Owner all tenant lease offers received with respect to the Property. Broker agrees that neither Broker nor its agents or employees shall make any recommendation or representation as to the legal sufficiency, legal effort or tax consequences of any tenant lease negotiated for the Property. Broker agrees and acknowledges that it shall not have, and shall not purport or hold itself out to have the authority to make any representations on behalf of Owner other than regarding rent and physical characteristics of the building, to execute leases, lease commitments or sales agreements or to bind Owner as to any matters whatsoever.

18. **Independent Contractor**. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee nor agent and principal between the Broker and Owner, it being the intent of the parties that the relationship created hereby is that of independent contractor having only limited authority as specifically set forth in this Agreement. Broker is not acting hereunder as agent, partner or joint venturer of Owner, and nothing herein shall be construed as reserving to Owner or Broker the right to control the other's business.

19. **Successors and Assigns Bound**. This Agreement, and the provisions hereof, shall be binding upon the legal representatives, successors and assigns of the parties and shall run with the Property for its benefit and burden. In the event Owner sells or otherwise disposes of its interest in the Property, both Owner and its successor or assign shall be jointly and severally liable for the payment of the commissions provided for in this Agreement and earned prior to the

date of such sale or disposition, and the purchaser or transferee of the Property assumes (and Owner shall cause such purchaser or transferee to assume in writing) all of such obligations, and those arising after such sale or transfer, under this Agreement.

20. **Final Agreement; Amendments; Assignments**. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendments or modifications of this Agreement nor any termination of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. Broker shall be prohibited from assigning its interest in this Agreement, or any portion thereof, without the written consent of Owner. Owner may assign this Agreement without the consent of Broker. This Agreement shall be governed by Texas law.

21. **Compliance with Laws**. Broker represents and warrants to Owner that Broker will market the Property and otherwise perform Broker's services under this Agreement in accordance with all applicable federal, state and local laws and regulations (including, without limitation, nondiscrimination laws and regulations) and Broker shall indemnify, defend and hold harmless Owner against any actions, claims or liabilities (including court costs and attorneys' fees) arising from or relating to Broker's marketing activities and other services and actions with respect to the Property. Without limiting the foregoing, the parties acknowledge that it is illegal for either Owner or Broker to refuse to display or sell the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.

22. **Limitation on Owner's Liability**. The obligations of Owner under this Agreement are not personal obligations of Owner's shareholders, directors, employees, agents or representatives and Broker shall not look to the assets of, nor seek recourse against, such shareholders, directors, employees, agents or representatives.

23. **Joint and Several Liability**. If Broker is comprised of two or more parties, all obligations and liabilities of Broker hereunder shall be the joint and several obligation of each party constituting Broker. Any payments made by Owner hereunder to any party constituting Broker shall be deemed to be payments to Broker hereunder, and no party constituting Broker shall contest with Owner any such payment but shall instead look only to the other party(ies) constituting Broker if such party believes it is entitled to a portion of such payment.

In witness of the foregoing, Owner and Broker have executed this Agreement as of the date first above written.

OWNER

OPUS WEST LP,
a Delaware limited partnership

By: Opus West Corporation,
a Minnesota corporation,
its general partner

By: _____
Name: John Carey
Title: EVP

BROKER
PELOTON REAL ESTATE PARTNERS, LLC

By: _____
Name: JOEL PUSTMUELLER
Attorney-in-Fact

Exhibit A

Legal Description of the Property

Exhibit B

Advertising and Promotional Expenses

1. Advertising: Broker shall develop a program of advertising to be approved by Owner. The expenses shall be borne as agreed upon on a case-by-case basis; said agreement to be in writing acknowledged by both Broker and Owner.

2. Signage: Broker shall install "For Lease" signs on the Property as approved by Owner. Broker understands that such signage shall conform to the graphic standards of Owner. Owner has the right, at its sole expense, to install any additional company or project signs.

3. Periodic Mailings: Broker shall mail marketing materials on a regular basis to the brokerage community and shall keep the brokerage community informed of available space and rental rates. Broker shall pursue a program of regular mailings to selected prospective tenants at Owner's sole expense. Broker agrees that the mailing program will be as comprehensive as practical.

Initials:

Owner_____

Broker_____