


<b>UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS</b>		<b>PROOF OF CLAIM</b>	
Name of Debtor <b>Opus West Corporation</b>		Case Number <b>09-34356-hdh</b>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of 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):  <b>IKON Financial Services</b>		<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">FILED</div> <div style="font-size: 1.5em; font-weight: bold; margin-bottom: 5px;">AUG 12 2009</div> <div style="font-size: 0.8em; font-weight: bold; margin-bottom: 5px;">TAWANA C. MARSHALL, CLERK</div> <div style="font-size: 0.8em; font-weight: bold; margin-bottom: 5px;">U.S. BANKRUPTCY COURT</div> <div style="font-size: 0.8em; font-weight: bold; margin-bottom: 5px;">NORTHERN DISTRICT OF TEXAS</div> <div style="font-size: 0.7em; font-weight: bold; margin-top: 20px;">THIS SPACE IS FOR COURT USE ONLY</div>	
Name and Address where notices should be sent:  IKON Financial Services Bankruptcy Administration P.O. Box 13708 Macon, GA 31208-3708  Telephone Number: 800-480-6513			<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case.  <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Account or other number by which creditor identifies debtor:  <b>1245953-1634232</b>			Check here <input type="checkbox"/> replaces a previously filed claim, dated: _____ if this claim <input type="checkbox"/> amends
<b>1. Basis For Claim:</b> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other: Executory Contracts / Unexpired Leases		<div style="font-size: 1.5em; font-weight: bold; margin-bottom: 10px;">RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold; margin-bottom: 10px;">AUG 31 2009</div> <div style="font-size: 1.5em; font-weight: bold; margin-bottom: 10px;">BMC GROUP</div>	
<b>2. Date debt was incurred:</b> 4/18/05		<b>3. If court judgment, date obtained:</b>	
<b>4. Total Amount of Claim at Time Case Filed:</b> <u>\$133.07</u>		<b>\$133.07</b>	
(unsecured) (secured) (priority) (Total)			
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.			
<input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
<b>5. Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Value of Collateral: \$ _____  Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		<b>7. Unsecured Priority Claim</b> <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority: Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,300)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child – 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(____).  *Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
<b>6. Unsecured Nonpriority Claim: \$133.07</b>			
<input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none of your claim is entitled to priority.			
<b>8. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>9. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <b>10. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY	
Date <b>8/10/09</b>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):  <b>Jennifer Presnell-Harpe</b> Jennifer Presnell-Harpe, Bankruptcy Specialist		
OPUS WEST  00150			
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.			

**IKON Financial Services**

Bankruptcy Administration  
P.O. Box 13708  
Macon, GA 31208-3708  
Phone: 1-800-480-6513  
Fax: 478-405-4043

CLASSIFICATION OF CLAIM

**Debtor** Opus West Corporation  
**Chapter** 11  
**Date Filed** 7/6/2009  
**Case #** 09-34356-hdh

**Lease #:** 1245953-1634232  
**Effective Date:** 4/18/2005  
**Equipment:** Canon LC710 Fax KAG13402 (C14018202)

<b>UNSECURED NONPRIORITY CLAIM: Pre-petition</b>			<b>\$ 133.07</b>
	<b>Invoice #</b>	<b>Bill Period</b>	<b>Amount</b>
	79288467	5/18/09 - 6/17/09	\$ 97.01
	79507240	late charge	\$ 5.00
	79754064	late charge	\$ 5.00
	Property Tax	2009	\$ 26.06
<b>TOTAL:</b>			<b>\$ 133.07</b>

# Lease Agreement Number: 1634232 **IKON Financial Services**

This Lease Agreement ("Lease") has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our Customer. When we use "we", "us", or "our" we are referring to IKON Financial Services. Our corporate office is located at 1738 Bass Road, Macon, GA 31210.

**Customer Information:**

Open South Corporation OPUS WEST  
 Full Legal Name OPUS WEST  
 101 E Old Settlers Blvd 18  
 Customer Location Address  
 Austin TX 78664  
 City County State Zip

**Customer Billing Contact:**

JAMIE ROSALES  
 512 328 9353 none  
 Phone Fax/Email  
 101 E Old Settlers Blvd  
 Customer Billing Address (if different)  
 Austin TX 78664  
 City County State Zip

**Equipment Description ("Equipment")**

Quantity	Make, Model, Serial Number	Quantity	Make, Model, Serial Number
1	CANON FAX LC710		

Check if Additional Equipment Schedule attached

**Payment Schedule**

Minimum Terms (mos) 48	Payment Due <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Minimum Payment Without Tax \$85.00	Advance Payment of: by Check # _____ Apply to 1st Payment Other _____
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Additional Provisions (list here, if any)

Sales Tax Exempt  Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc) \_\_\_\_\_  
 Addendum Attached  Yes (Check if yes and indicate total number of pages: \_\_\_\_\_)

**TERMS AND CONDITIONS:**

1. **Lease Agreement.** You agree to lease from us the equipment ("Equipment") listed above. **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for lawful business purposes and not for personal, family or household purposes and the "Customer Location" is a business address. Our signature indicates our acceptance of this Lease.
2. **Location of Equipment.** You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. *(The terms and conditions set forth on the next page of this Lease are hereby incorporated herein by reference.)*

**AUTHORIZED SIGNER** THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

[Signature]  
 (Authorized Signer Signature)

Jamie Rosales Administrative Asst  
 (Authorized Signer's Printed Name) (Authorized Signer's Title)

**PERSONAL GUARANTY** In consideration of IKON Financial Services entering into the above Lease, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that IKON Financial Services may modify the Lease or make other arrangements with the Customer, and I will still be responsible for those payments and other obligations under the Lease. I agree that IKON Financial Services need not notify me of any default under the Lease and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Lease. In addition, I will reimburse IKON Financial Services for any costs or reasonable attorney fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

x \_\_\_\_\_ Date  
 Guarantor Signature  
 \_\_\_\_\_  
 (Printed Name of Guarantor - Do Not Include Title)

\_\_\_\_\_  
 Home Address  
 \_\_\_\_\_  
 City State Zip  
 \_\_\_\_\_  
 Home Phone SSN



- 1 **Ownership of Equipment, Assignment.** We are the sole owner and titleholder to the Equipment. You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep these obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us.
- 4 **Taxes and Filing Costs.** In addition to the payments under this Lease, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Lease. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.
- 5 **CCC Filing.** To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require, provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
- 6 **Warranties.** We transfer to you, without recourse, for the term of this Lease, any written warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment, WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE, OR FOR A PARTICULAR PURPOSE. You acknowledge that you have selected the Equipment you are leasing from us based on your own judgment and you hereby affirmatively disclaim reliance on any oral representation concerning the Equipment made to you.
- 7 **Maintenance of Our Equipment and Agency.** You agree to install (if required), use and maintain the Equipment in accordance with manufacturers' specifications and to use only those supplies which meet such specifications. You may elect to engage IKON Office Solutions, Inc. ("IKON") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.
- 8 **Indemnity, Liability and Insurance.** (a) The parties to this Lease will indemnify, defend and hold each other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnifying party, or the damage, loss or destruction of any tangible property of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are responsible for any damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limit, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obligations are fully satisfied.
- 9 **Renewal and Return of Equipment.** After the minimum term or any extension, this Lease will renew on a month-to-month basis unless either party notifies the other in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working order by our designees or us. We will bear shipping charges so long as replacement Equipment is selected from IKON.
- 10 **Lease Payments.** Payments will begin on the delivery date. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not made within 10 days of its due date, you agree to pay a one-time late charge of 5% or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds or any other reason.
- 11 **Default.** If you do not pay any amount within 30 days of its due date, or breach any other term of this Lease, you are in default. If you default, we have the right to exercise any and all legal remedies available to us by applicable laws, including Article 2A of the Uniform Commercial Code. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE EQUIPMENT). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the lease present value at the discount rate of 6% to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease. We may repossess the Equipment and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the equipment, nor will IKON be liable for any action taken on our behalf. Default also includes your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
- 12 **Business Agreement and Choice of Law.** YOU AGREE THAT THIS LEASE WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF GEORGIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.
- 13 **No Waiver of Set off.** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.
- 14 **Entire Agreement, Delivery & Acceptance Certificate.** You agree that the terms and conditions contained in this Lease represent the entire agreement between us and you and supersede all prior written or oral communications, understandings or agreements. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Lease, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three business days after any equipment is installed.
- 15 **Counterparts, Facsimiles.** This Lease may be executed in counterparts. The counterpart that has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the single true original agreement for all purposes. If you sign and transmit this Lease to us by facsimile, the facsimile copy, upon execution by us, shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement identification numbers and/or dates in this Lease. You agree that the facsimile of this Lease manually signed by us, when attached to the facsimile copy signed by you, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Lease containing your manual signature.

Accepted by IKON FINANCIAL SERVICES:

T. Powell Tandra Powell Senior Contract Associate 4-29-05  
 Name Authorized Signer Title Date

