

Name of Debtor: **Opus West Corporation** Case Number: **09-34356**

NOTE: This form should not be used to make a claim for administrative expenses 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 Debtor owes money or property):
CIT TECHNOLOGY FINANCING SERVICES, INC.

Name and addresses where notices should be sent:
WELTMAN, WEINBERG & REIS, CO.
 175 S. THIRD ST., SUITE 900
 COLUMBUS, OHIO 43215
 Telephone number:
 (614) 228-7272 (WWR)

RECEIVED
OCT 02 2009
BMC GROUP

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):
CIT TECHNOLOGY FINANCING SERVICES, INC.
 10201 CENTURION PKWY N. #100
 JACKSONVILLE, FL 32256
 Telephone number:
 (904) 620-7635

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 At Time Case Filed: **\$12,094.88**

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.

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)().

2. Basis for Claim: OTHER: MISCELLANEOUS LEASED EQUIPMENT
 (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: **6-000**

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 or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See 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: September 21, 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.	For Court Use Only
Weltman, Weinberg & Reis Co., L.P.A. 175 South Third Street, #900 Columbus, Ohio 43215 (614) 857-4332	Attorney for Creditor /s/Scott D. Fink, Esq.	OPUS WEST  00258

Lease Number: XXX-XXXXXX6-000
 Lease Name: Opus West Management Corp.
 PG:
 Time on Books: 392
 Number of Leases: 1

Gross Contract Amount	\$31,778.34	
Booked Residual		
Payments Made	\$20,789.44	
Remaining Payments	\$10,988.90	
Plus Use Taxes	\$961.53	Tax Percent 8.75%
Plus Late Fees	\$144.45	
Plus Insurance Fees		
Plus APS/NSF/DOC Fees		
Plus Property Taxes		
Plus Other Fees		
PrePaid Maintenance		
Placement Balance	\$12,094.88	



LEASE AGREEMENT # 648977 Dated

Table with 4 columns: CUSTOMER NAME, PURCHASE OPTION, MONTHLY PAYMENTS, TOTAL ADVANCE (MO. PAY.); DBA NAME (IF ANY), EQUIPMENT DESCRIPTION, LEASE TERM, # OF ADVANCE (MO. PAY.); ADDRESS, EQUIPMENT LOCATION, DOCUMENTATION FEE, SECURITY DEPOSIT (IF ANY).

DEAR CUSTOMER: This Lease Agreement (the "Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words You, Your and Lessee mean you, our customer. The words We, Us, Our and the Lessor, mean Blue Street Capital, LLC.

- 1. EQUIPMENT LEASED; TERM, RENT AND FEES: We agree to lease to you and you agree to lease from us the equipment ("Equipment") described above. You certify that the Equipment will be used for a business purpose, and not for personal, family or household purposes.
2. SUPPLY CONTRACT: If you have entered into any purchase or supply contract ("Supply Contract") with any supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you).
3. ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. We may sell, assign or transfer all or any part of this Lease and/or the Equipment without notifying you.
4. NO WARRANTIES: We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT.
5. EQUIPMENT LOCATION; USE AND REPAIR; RETURN: We are the owner of the Equipment. You agree to keep the Equipment free from liens and encumbrances.

(CONTINUED ON REVERSE SIDE) (SL399)

ACCEPTANCE THIS LEASE MAY NOT BE CANCELED

(Lessee) Opus West Management Corporation

Blue Street Capital, LLC

By: Vickie M. Sixta
Authorized Signer
Title Secretary
Print Name
Street Address 2555 E Camelback Rd Ste 800 Phoenix, AZ 85016

By: David Rhoads
Authorized Signer
Title Member
Print Name
Street Address 3416 Via Oporto #300 Newport Beach, CA. 92663

PERSONAL GUARANTY

When we use the words you and your in this Guaranty, we mean the Guarantor(s) indicated below. When we use the words we, us and our in this Guaranty, we mean Blue Street Capital, LLC. All other terms shall have the same meanings as used in the Lease. You guaranty that the Lessee will make all payments and perform all other obligations under the Lease until completed. Your obligations shall be continuing, direct and unconditional. You waive notice of Lessee's default, acceptance, demand and protest and you consent to any modifications to the Lease. You shall not assign this Guaranty. This Guaranty shall be binding upon your permitted successors and assigns and inure to the benefit of our successors and assigns. If there is more than one Guarantor, your obligations are joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your credit and make other credit inquiries that we determine are necessary. The Lessor maintains the ability for simultaneous pursuit of Lessee Company as well as Guarantors to secure funds related to this Lease. You are responsible for any and all legal fees and/or court costs incurred in relation to or connection with the Lease. THIS GUARANTY IS GOVERNED BY THE LAWS OF THE STATE OR THE HOME STATE OF LESSOR'S ASSIGNEE. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THE STATE OR THE HOME STATE OF LESSOR'S ASSIGNEE. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

Guarantor (Signature) N/A Guarantor (Signature) N/A

Print Name: N/A Date: Print N/A Date:

6. TAXES: You agree to pay when due or reimburse us for all taxes, fines, and penalties relating to the use or ownership of the Equipment or to this Lease, now or hereafter imposed, or assessed by any state, federal or local government or agency. We will file all sales, use and unless your purchase option is \$1.00 personal property tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. If we file such personal property tax reports, you will pay estimated property taxes with each monthly payment or as invoiced by us. You will not take (or fail to take) any action which we determine will result in the loss or disallowance of all or any portion of the maximum accelerated cost recovery deductions permitted to us by the Internal Revenue Code of 1986, as amended. You will indemnify us for any loss in our after tax economic yields caused by your acts or failure to act.

7. LOSS OR DAMAGE; INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without set-off or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) delivery satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. In the event we obtain the above-described insurance you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The cost may be more than the cost of obtaining your own insurance. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained.

NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

8. LATE CHARGES; SECURITY DEPOSIT; SECURITY INTEREST: If any payment is not made when due, you agree to pay a late charge at the rate of ten percent (10%) of such late payment; and each month thereafter, a finance charge of one and one-half percent (1.5%) on any unpaid delinquent balance, but in no event greater than the maximum rate allowable under applicable law. Any Security Deposit under this Lease will either be returned to you or used to offset any unpaid charges at the end of the Lease provided that you have met all obligations under the Lease. In the event this transaction is deemed to create a security interest, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to us signed financing statements or other documents we request to protect our interest in the Equipment. You appoint us or our agent as attorney in fact to execute, deliver and record financing statements on your behalf to perfect our interest in the Equipment. Security deposit will be non-interest bearing.

9. DEFAULT; REMEDIES: Each of the following is a "Default" under this Lease: (a) you fail to pay any lease payment or any other payment when due, (b) you fail to perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates, and this failure continues for 3 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, you fail to pay your debts as they mature, you assign your assets for the benefit of your creditors, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (d) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above. If a Default occurs, we may do one or more of the following: (a) cancel or terminate this Lease or any or all other agreements that we have entered into with you; (b) require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) all amounts then due under this Lease plus, (ii) all unpaid lease payments for the remainder of the term plus our anticipated residual interest in the Equipment each discounted to present value at the rate of 6% per annum; (c) require you to deliver the Equipment to us as set forth in Section 5; (d) peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees and costs. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 3 days notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds. All our remedies are cumulative, are in addition to any other remedies provided for by law and may be exercised either concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any right, other or future rights or to modify the terms of this Lease.

10. FINANCE LEASE STATUS: You agree that if Article 2A -Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the supplier, that you may have rights under the Supply Contract, and that you may contact the supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A. (508-522)

11. PURCHASE OPTION; AUTOMATIC RENEWAL: If no Default exists under this Lease, you may have the option at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at the purchase option price above, plus any applicable taxes. Unless the purchase option price is \$1.00, you must give us at least 60 days written notice before the end of the original term that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment to us in accordance with the terms of this Lease, this Lease will automatically renew for successive one month terms until you deliver the Equipment to us. During such renewal term(s) the lease payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value will be determined at your expense by an independent appraiser selected by us. Upon payment of the purchase option price, we shall transfer our interest in the Equipment to you "AS IS, WHERE IS" without any representation or warranty whatsoever, and this Lease will terminate.

12. INDEMNIFICATION: You are responsible for and agree to indemnify and hold us harmless from any (a) losses, damages, penalties, claims, suits and actions (collectively "Claims") caused by or related to the manufacture, installation, ownership, use, lease, possession, or delivery of the Equipment or any defects in the Equipment and (b) all costs and attorneys' fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us, at your own cost and expense, against any Claims. You agree that your obligations under this Section 12 shall survive the termination of this Lease.

13. SOFTWARE: The Equipment may include certain software ("Software") which we do not own. Where required by the Software owner, you agree to execute a separate license agreement with the owner for the use of the Software ("License Agreement"). The License Agreement shall be separate and distinct from this Lease, and we are not a party to such agreement and do not have any obligations under the License Agreement. Except as expressly modified by this Section 13, all the terms and conditions of this Lease shall apply to the Software including, without limitation, Section 4. Upon expiration or earlier termination of this Lease, you have no obligation to return the Software and/or any data stored therein to us. You specifically and expressly acknowledge and agree that all of your obligations under this Lease, including but not limited to, your unconditional obligation to make all Lease payments to us without withholding, set-off or reduction for any reason, will in no manner be affected by any other agreement you may have with any other party and the Equipment, and its usefulness and value to you under this Lease, is in no manner dependent on performance under any other such agreement.

14. FAX EXECUTION: A fax version of this Lease when received by us shall be binding on you for all purposes as if originally signed. However, this Lease shall only become effective and binding against us when originally signed by us in our corporate office. You agree that the only version of the Lease that is the original for all purposes is the version containing your fax signature and our original signature. If you elect to sign and transmit a Lease by fax, you waive notice of our acceptance of this Lease and receipt of a copy of the originally signed Lease.

15. MISCELLANEOUS: (a) Choice of Law. This Lease shall be governed by the laws of the State or the home state of Lessor's Assignee (without regard to the conflict of laws principles of such state). (b) Jurisdiction. You consent to the jurisdiction of any local, state or federal court located within the State or the home state of Lessor's Assignee. (c) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE. (d) Entire Agreement. The Lease constitutes the entire agreement between you and us and supersedes all prior agreements. (e) Enforceability. If any provision of this Lease is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective. (f) Amendment. This Lease may not be modified or amended except by a writing signed by you and us. You agree however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. (g) Notice. All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. (h) Usury. It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any excess payment will be applied to the lease payments in inverse order of maturity, and any remaining excess will be refunded to you. (i) Prepayment. In the event this transaction is intended or deemed to create a security interest, rather than a true lease, prepayment or early termination is not permitted except at such time and on such terms and conditions as Lessor may agree.

I have received and reviewed this page and I certify that each of the provisions set forth is clear and legible. Customer Initials: *me*

ADDENDUM TO LEASE AGREEMENT # 648977

This Addendum is made a part of the Lease Agreement ("Lease") above by and between (Lessee") and Blue Street Capital, LLC. ("Lessor") and adds the below equipment hereto. Capitalized terms used but not defined will have the same meaning given to them in the Lease.

Qty	New/Used	Asset Description / Equipment Address
4	N	ARROWOOD VENEER DOUBLE PED BOW FRONT 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
2	N	ARROWOOD VENEER FULL STORAGE CREDENZA 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
2	N	ARROWOOD VENEER (2) DRAWER LATERAL FILE 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
3	N	(4) DRAWER LATERAL FILE 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
1	N	RACETRACK TABLE TOP 48 X 120 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
2	N	CYLINDER BASE 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
1	N	BUFFET CREDENZA 24 X 72 RADIUS EDGE 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
1	N	ARROWOOD LEFT PED VENEER DESK 36 X 72 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
1	N	ARROWOOD VENEER TRANSACTION COUNTER 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
1	N	ARROWOOD VENEER BRIDGE 24 X 50 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
1	N	ARROWOOD VENEER RIGHT CREDENZA WITH LATERAL FILE 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
8	N	TIMBERLANE GUEST CHAIR 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
11	N	CHROMA COLLECTION COQUILLAGE LAGOON 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
3	N	CHAIR-DRIVE ARM BACK LOCK SEAT ANGLE/DEPTH 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
2	N	CHAIR-LEAP, ADJUSTABLE SEAT, UPHOLSTERED 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709
1	N	CYLINDER BASE 13920 City Center Drive, Suite 200, Chino Hills, CA. 91709

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects the Lease will remain in full force and effect.

LESSEE: Opus West Management Corporation

LESSOR: Blue Street Capital L.L.C

By: X *Vickie M. Sixta*
 Title: Secretary
 Date: 4/18/08

[Signature]
 By: X
 Title: Member
 Date: 6/4/08



Delivery and Acceptance Certificate

EQUIPMENT ACCEPTANCE. By execution of this delivery and acceptance certificate, you confirm that the Equipment has been delivered to you in good working order and condition and is in all respects satisfactory to you, and has been unconditionally accepted by you on the date identified below.

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, if any, which we transfer to you for the term of this lease. Your approval as indicated below of our purchase of the equipment from supplier is a condition precedent to effectiveness of this lease.

LEASE AGREEMENT NO. 648977

(Lessee) Opus West Management Corporation

By: Lisa D. Winter Executive Office Administrator
Authorized Signature Title

Print Name: Lisa D. Winter Date: 5/28/08

EXHIBIT B

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT ("Assignment") is executed as of this 4th day of June, 2008, by **Blue Street Capital, LLC** ("Assignor") in favor of **CIT TECHNOLOGY FINANCING SERVICES, INC.**, a Massachusetts corporation having an address at 1 CIT Drive, P.O. Box 1638, Livingston, NJ 07039 ("CIT").

WHEREAS, Assignor and CIT are parties to that certain Master Assignment Agreement dated as of **December 14, 2005** (the "Master Agreement"), pursuant to which Assignor's rights under "Leases" (as defined in the Master Agreement) and rights to "Equipment" (as defined in the Master Agreement) may be assigned to CIT pursuant to the terms and conditions thereof;

WHEREAS, Assignor desires to assign to CIT and CIT desires to obtain from Assignor, the rights under Leases set forth in Schedule 1 hereto and a security interest in all Equipment subject to such Leases;


NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Master Agreement.
2. **Assignment of Leases.** Effective as of the date hereof, and in accordance with the terms and conditions of the Master Agreement, Assignor hereby irrevocably and unconditionally assigns, sells and transfers to CIT, and its successors and assigns, (i) the Leases (including all schedules, riders, exhibits, addenda, amendments and supplements thereto); (ii) all of Assignor's right, title and interest and remedies in, to and under each Lease, including without limitation, the right to all payments, all insurance proceeds, condemnation awards and other monies and security payable by any Lessee in the event of default by any Lessee under any Lease and the right to take any and all proceedings, legal, equitable, or otherwise, Assignor might otherwise take, but for this Assignment; (iii) all the Assignor's rights and remedies under and all amounts payable under any guaranty or guaranties of any Lessee's obligations under any Lease; (iv) all rights, claims or causes of action of Assignor with respect to the Equipment and the Lease; and (v) all proceeds of and payments received with respect to any of the foregoing.
3. **Grant of Security Interest in Equipment.** Effective as of the date hereof, and in accordance with the terms and conditions of the Master Agreement, Assignor hereby grants, conveys and assigns to CIT a security interest in: (i) all of Assignor's right, title and interest in and to the Equipment; (ii) all bills of sale, invoices and other documents and all right, title and interest of Assignor now or hereafter delivered by the manufacturer or seller with respect to any Equipment sold or leased pursuant to the Leases; and (iii) all proceeds of the payments received with respect to any of the foregoing.
4. **Further Assurances.** To facilitate the transfer provided by this Assignment, CIT shall have the right to endorse in its name or in the name of Assignor, and to deposit, all checks for payment made by a Lessee under a Lease set forth on Schedule 1. Assignor agrees to take such further action at the expense of CIT, including, without limitation, the execution of financing statements provided by CIT, to effectuate the assignment of Leases and the granting of security interests in Equipment provided for in this Assignment. Assignor agrees that a photocopy of this Assignment is sufficient as a financing statement, and that if Assignor fails to promptly execute any financing statement submitted to Assignor, CIT is granted a power of attorney to sign Assignor's name on such financing statement as Assignor's true and lawful attorney. The foregoing power of attorney is coupled with an interest and is irrevocable.

5. **Successors and Assigns.** This Assignment shall inure to the benefit of CIT and its successors, assigns and transferees.

IN WITNESS WHEREOF, Assignor has executed this Assignment by its duly authorized officer as of the date first above written.

ASSIGNOR: Blue Street Capital, LLC

Name:  _____

Title: Member

Notice and Acknowledgment of Assignment (Payments only)

The undersigned Lessee and Lessor are parties to that certain Lease Agreement # 648977 or master lease agreement Schedule # _____ ("Lease").

Lessor has assigned to CIT Technology Financing Services, Inc. ("CIT") all of its rights (but not its obligations) under the Lease and granted a security interest in and to the Equipment covered thereby ("Equipment"), including the right to collect all Lease payments and other sums due and to become due thereunder. Some of the important terms of the Lease are outlined below.

Accordingly, all payments under the Lease are to be made directly to CIT Technology Financing Services, Inc. in accordance with the instructions contained in the invoices to be provided to you by CIT, or, if not specified in CIT's invoices, at the following address:

CIT Technology Financing Services, Inc.
10201 Centurion Parkway North, Suite 100
Jacksonville, FL 32256

The assignment of the Lease to CIT in no way affects the Lessor's obligations, if any, under the Lease or any related maintenance agreement, which Lessor will continue to perform and remain responsible for.

Please acknowledge Lessee's agreement to the terms of this Notice and Acknowledgment of Assignment by signing where provided for below, thus confirming that the details contained herein are correct, that all the Equipment has been delivered to and accepted by the Lessee at the location(s) specified in the Lease and that the Lessee's obligation to pay CIT Technology Financing Services, Inc. the Lease payments and other sums under the Lease as outlined herein, without defense, offset or counterclaim, is absolute and unconditional notwithstanding the Lessee's inability to use the Equipment, any title defect, default by the Lessor under the Lease or maintenance agreement or any other reason whatsoever.

Equipment Description: See attached addendum

Original Term of Lease: 24 Months

Number of Lease Payments To Become Due and Payable to CIT Technology Financing Services, Inc.: 22

First Lease Payment Due to CIT Technology Financing Services, Inc., Beginning: 08/01/08

Monthly Lease Payment: \$ 1,444.47 *

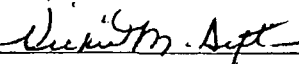
*Plus applicable sales/use tax

The undersigned Lessee and Lessor acknowledge and confirm the terms of this Notice and Acknowledgment of Assignment to CIT Technology Financing Services, Inc.

Lessee and Lessor agree that the copy of this originally signed Notice of Assignment delivered to Lessor by facsimile transmission or e-mail shall constitute the original of the Notice of Assignment for all purposes under the Lease.

Opus West Management Corporation
(LESSEE)

Blue Street Capital LLC
(LESSOR)

By: 

By: 

Name: Vickie M. Sixta

Name: David Rhoads

Title: Secretary

Title: Member

Date: 4/18/08

Date: 6/4/08

SCHEDULE 1 (ASSIGNMENT AGREEMENT)

This Schedule ("Schedule") is made pursuant to that certain Master Assignment Agreement dated **December 14, 2005** and that certain Assignment dated June 4, 2008 both by and between CIT Technology Financing Services, Inc. and Assignor (collectively both agreements hereinafter "Base Agreement"). Capitalized terms used but not defined herein are as defined in the Base Agreement.

The following Transaction is subject to the Agreement.

Lessee Name: Opus West Management Corporation
Approval #: 648977
Guarantors: N/A
Equipment Description: See attached addendum

Purchase Option: \$1.00 10% put FMV Other

The unpaid balance of lease payments under the Lease being assigned equals \$31,778.34 payable in 22 monthly payments of \$1,444.47 (Not including tax), the next payment of which is due on August 1, 2008.

Payment calculations: 22 payments of \$1,444.47 at 11.80% rate = \$28,204.72

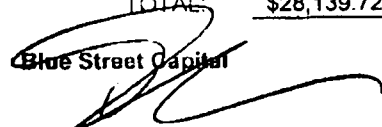
Purchase option of: 1 payment(s) of \$1.00 at % rate = \$1.00

SUB TOTAL: \$28,204.72
<DOC FEE>: \$65.00
LESS DOC FEE SUBTOTAL: \$28,139.72

Payment Request:

Check #1 for \$28,139.72 to Blue Street Capital
Check #2 for \$ to _____
Check #3 for \$ to _____

TOTAL: \$28,139.72

Blue Street Capital


Signed: _____

Dated: 6/4/08

Northern District of Texas Claims Register

09-34356-hdh11 Opus West Corporation

Judge: Harlin DeWayne Hale

Chapter: 11

Office: Dallas

Last Date to file claims: 11/09/2009

Trustee:

Last Date to file (Govt):

<p><i>Creditor:</i> (12653295) CIT TECHNOLOGY FINANCING SERVICES, INC. C/O WELTMAN, WEINBERG & REIS, CO. 175 S. THIRD ST., SUITE 900 COLUMBUS, OHIO 43215</p>	<p>Claim No: 19 <i>Original Filed</i> <i>Date:</i> 09/21/2009 <i>Original Entered</i> <i>Date:</i> 09/21/2009</p>	<p><i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Fink, Scott <i>Modified:</i></p>
---	--	---

Unsecured claimed: \$12094.88

Total claimed: \$12094.88

History:

Details 19-1 09/21/2009 Claim #19 filed by CIT TECHNOLOGY FINANCING SERVICES, INC.,
total amount claimed: \$12094.88 (Fink, Scott)

Description:

Remarks:

Claims Register Summary