


UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF CALIFORNIA		PROOF OF CLAIM
Name of Debtor OPUS WEST CORPORATION, ET AL		Case Number 09-34356
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): CITY OF SACRAMENTO Claim number:		<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 type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent: CITY OF SACRAMENTO 915 "I" ST RM 1201 Enforcement & Collection Section SACRAMENTO CA 95814-2696 Telephone number: (916) 808-5527		
Account or other number by which creditor identifies debtor: AGREEMENT #2006-0201		Check here <input type="checkbox"/> replaces a previously filed claim, dated: if this claim <input type="checkbox"/> amends
RECEIVED		
OCT 13 2009		
BMC GROUP		
1. Basis for Claim <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 <u>GOVERNMENT CONTRACT</u> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
2. Date debt was incurred: <u>2/28/06</u>		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$ <u>1,000,000.00</u> (unsecured) \$ _____ (secured) \$ _____ (priority) \$ <u>1,000,000.00</u> (Total)		
<input 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.		
5. Secured Claim. <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 \$ _____		7. Unsecured Priority Claim. <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 \$10,000)* 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) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) <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 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
6. Unsecured Nonpriority Claim. \$ <u>1,000,000.00</u> <input 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 or only part of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
9. Supporting Documents: 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.		
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date 9-29-09	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): Lesley L. Currie, Enforcement & Collections Supervisor	OPUS WEST  00290
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.		

2-28-06 - agreement date
bk filed 76-09

CITY CLERK'S COPY

Record for the Benefit of the City of
Sacramento - Fee Exempt Pursuant
to Government Code Section 6103



Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK **20060516** PAGE **1696**

Tuesday, MAY 16, 2006 3:36:36 PM
Ttl Pd \$0.00 Nbr-0004302851

SJS/57/1-8

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Office of the City Clerk
HISTORIC CITY HALL
915 "I" STREET, 1st FLOOR
SACRAMENTO CA 95814

AGREEMENT
BY AND BETWEEN
THE CITY OF SACRAMENTO
AND
OPUS WEST, INC.
RELATIVE TO THE PROMENADE AT NATOMAS
PLANNED UNIT DEVELOPMENT ("PUD")

This AGREEMENT is entered into this 28th day of Feb., 2006, by and
between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and OPUS WEST,
INC., a Minnesota Corporation ("DEVELOPER").

RECITALS

WHEREAS, DEVELOPER is developing a regional shopping center and office
complex within the CITY known as Natomas Promenade; and

WHEREAS, on September 28, 2004, the City Council adopted Resolution 2004-776
creating the Promenade at Natomas Planned Unit Development ("PUD"); and

WHEREAS, PUD condition 2.e. provides that:

- e. Prior to the issuance of the first certificate of occupancy of the first building onsite, the applicant will enter into an agreement with the City that shall include the following:
 - i. A Corridor Analysis to coordinate and optimize signal timing on Truxel Road from San Juan Road to Del Paso Road will be performed to the satisfaction of the Department of Transportation.
 - ii. The applicant shall provide communications equipment, junction boxes and fiber optic cabling from San Juan Road to Del Paso Road to the satisfaction of the Department of Transportation.
 - iii. The applicant shall modify the traffic signals at the intersections of Truxel Road/Gateway Park Boulevard, Truxel Road/Arena Boulevard to provide all facilities and appurtenances needed for CCTV cameras and

CITY
AGREEMENT NO. 2006-0201

- a. Item i. DEVELOPER has contracted for a corridor analysis to coordinate and optimize signal timing on Truxel Road from San Juan Road to Del Paso Road. Such study is being coordinated with the Department of Transportation and will be provided to the Department upon completion to the Department's satisfaction.
- b. Item ii. DEVELOPER shall pay CITY within thirty (30) days of executing this Agreement the sum of One Hundred Thousand Dollars (\$100,000.00) in order for the CITY to provide communications equipment, junction boxes and fiber optic cabling from San Juan Road to Del Paso Road.
- c. Item iii. DEVELOPER has included in its improvement plans and is currently modifying the traffic signals at the intersections of Truxel Road/Gateway Park Boulevard, Truxel Road/Arena Boulevard to provide all facilities and appurtenances needed for CCTV cameras and then install said cameras to the satisfaction of the Department of Transportation.
- d. Item iv. Upon the CITY acquiring the land adjacent to the southeast section of the Truxel I-80 interchange, DEVELOPER shall provide for the planting of up to 100 trees along the Interstate 80 frontage on the public property and shall provide for a program for the watering of such trees for the first three years (non-irrigated). In the alternative, DEVELOPER may pay the CITY a SUM of \$25,000 (\$250 per tree) so that the CITY may plant and maintain or contract to plant and maintain such trees. Such plantings or fee shall be made prior to the issuance of an Occupancy Permit for the second office building within the PUD.
- e. Item v. DEVELOPER shall provide construction services such as grading and/or construct facilities and improvements for the Regional Youth Baseball facility in South Natomas based upon a scope of work prepared by the City Parks and Recreation Department and agreed to by the City Parks and Recreation Department and DEVELOPER not to exceed a value of one million dollars (\$1,000,000.00). Such services and construction shall commence within 90 days of a written request by the City Parks and Recreation Department, weather and conditions permitting, or prior to the issuance of an Occupancy Permit for the fourth office building within the PUD, whichever occurs first. In the alternative, DEVELOPER and the City Parks and Recreation Department may mutually agree the DEVELOPER pay the CITY for such construction services and facilities not to exceed a value of one million dollars (\$1,000,000.00). In the event the payment option is selected, such payment shall be made within 90 days of the above referenced written request by the City Parks and Recreation Department.
- f. Items vi and vii. DEVELOPER had recorded on June 28th, 2005, Declaration of Covenants, Conditions and Restrictions and Grant of Reciprocal Easements of Promenade at Sacramento Gateway that apply to the entire PUD and include the following requirements:
1. "Contributions. Each Owner and Lessee is encouraged to be civic minded and contribute to area charities."
 2. "Job Training. Each Owner and Lessee shall participate in a jobs training/internship program with Natomas, Inderkum and Grant High

Schools and with SETA for retail, food service, etc. to provide trained work force and an applicant pool pursuant to Governmental City Requirements.”

- g. Item viii. DEVELOPER is subject to a Transportation Management Plan (TMP) that is a condition of approval for the PUD. The TMP provides that:

Funding for this shuttle service will follow the North Natomas TMA community shuttle fee structure, as approved by the TMA's Board of Directors. This fee structure will be included in the Promenade at Natomas CC&R's and will be implemented accordingly. These fees, which are due on an annual basis, are as follows:

- Office: \$0.06 per building square foot
- Commercial: \$0.10 per building square foot
- Industrial: \$0.03 per building square foot
- Sports Complex: \$200 per net acre

These shuttle fees are subject to annual adjustment using the Consumer Price Index (CPI), at a rate not to exceed five percent (5%). Promenade at Natomas tenant employers will begin paying the shuttle fees at the time their business begins. Opus-West will collect this fee and the North Natomas TMA will invoice Opus-West at the time of completion of each phase of development.

In addition, pursuant to City Resolution 2004-776, establishing the Promenade at Natomas Planned Unit Development, Opus-West will provide funding for shuttle service in the South Natomas community. Such funding shall be calculated using the same fee structure as that described in this paragraph, above.

In addition, DEVELOPER has included in the Master CC&Rs recorded on June 28th, 2005, requirements for the payment of such TMP fees as required in the TMP.

- h. Item ix. On June 9, 2005, the City Planning Commission approved the Schematic Plan Amendment to depict the proposed project within the PUD and approved a Special Permit to construct four office buildings. That action included conditions C9 and C10 that replaced item ix and now require that:

C9) Prior to the issuance of a Certificate of Occupancy for Office Buildings B, C, or D, whichever occurs first, the applicant shall install landscaping and irrigation, in consultation with Regional Transit staff, on the 350 space park-and-ride area. Such landscaping shall be maintained by the applicant until such time RT acquires the property.

C10) The applicant shall install a vertical curb around the Landscaped park-and-ride area.

5. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term,

covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of the Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
7. Should any legal action be brought by either party for breach of the Agreement or the enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees; court costs and such other costs as may be fixed by the Court.
8. DEVELOPER shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by DEVELOPER and assumption by the assignee of such assignment in a form acceptable to CITY and the conveyance of DEVELOPER's interest in the Property related thereto, DEVELOPER shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "DEVELOPER," with all rights and obligations related thereto, with respect to such conveyed property, subject to the approval of the City Attorney, which shall not be unreasonably withheld.
9. This Agreement is made and entered into for the sole protection and benefit of the DEVELOPER and the CITY and their successors and assigns. No other person shall have any right of action based upon any provision in the Agreement.
10. The CITY at its discretion may record this agreement with the Sacramento County Recorder's Office.
11. This Agreement is subject to the approval by the Sacramento City Council.

CITY
AGREEMENT NO. 2006-0201

IN WITNESS WHEREOF, the CITY and DEVELOPER have executed this Agreement as of the date first set forth above.

CITY:

By: Marty Hanneman

Marty Hanneman, Assistant City Manager
For: Ray Kerridge, City Manager

Approved as to Form

By: Shirley Concolino

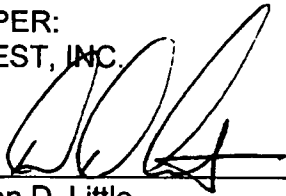
City Attorney

ATTEST:

Shirley Concolino
CITY CLERK
5-11-06

DEVELOPER:
OPUS WEST, INC.

By: _____



Don D. Little
Senior Vice President

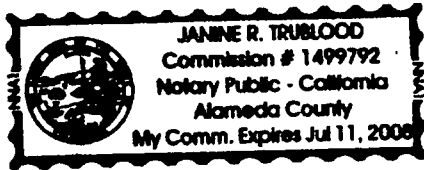
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Alameda } ss.

On May 8, 2006 before me, Janine R. Trublood
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DON D LITTLE
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



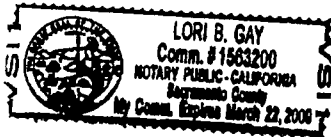
CITY AGREEMENT NO. 2006-0201

ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Sacramento } ss.

On 05/09/06 before me, Lori B. Gay,
(DATE) (NOTARY)
personally appeared Marty Hanneman
SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lori Gay
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER: Assistant City Manager

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

City Manager of Sacramento

DESCRIPTION OF ATTACHED DOCUMENT

Opus West Natamas Development Agreement
TITLE OR TYPE OF DOCUMENT

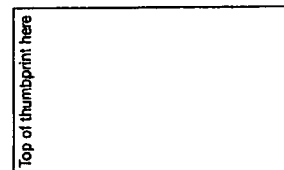
8

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

RIGHT THUMBPRINT
OF
SIGNER



RESOLUTION NO. 2006-157

Adopted by the Sacramento City Council
February 28, 2006

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH OPUS WEST CORPORATION IN ORDER TO FULFILL CONDITION 2.E. OF THE RESOLUTION APPROVING THE ESTABLISHMENT OF THE PROMENADE AT NATOMAS PLANNED UNIT DEVELOPMENT (RESOLUTION 2004-776)

BACKGROUND

- A. On September 28, 2004, the City Council approved the Promenade at Natomas Project (P00-033);
- B. A condition of Resolution 2004-776, approving the establishment of the Promenade Planned Unit Development required an agreement requiring Opus West Corporation to provide certain benefits to the community.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Authorize the City Manager to execute an Agreement, attached as Exhibit A, with the Opus West Corporation.

Table of Contents:

Exhibit A: Agreement with Opus West Corporation – 6 Pages

Adopted by the City of Sacramento City Council on February 28, 2006 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: None.



Mayor Heather Fargo

Attest:



Shirley Concolino, City Clerk

UNITED STATES BANKRUPTCY COURT Northern District of Texas

Notice of

Chapter 11 Bankruptcy Cases, Meeting of Creditors, & Deadlines

Chapter 11 bankruptcy cases concerning the debtors listed below were filed on 7/6/09.

You may be a creditor of the debtors. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in these cases may be inspected at the bankruptcy clerk's office at the address listed below.

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side for Important Explanations

Debtors (names used by the debtors in the last 8 years, including married, maiden, trade, and address):

Opus West Corporation
2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 86-0811533
Case No.: 09-34356

O. W. Commercial, Inc.
2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 20-2789134
Case No.: 09-34363

Opus West Partners, Inc.
2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 81-0545537
Case No.: 09-34373

Opus West Construction Corporation
2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 41-0855917
Case No.: 09-34360

Opus West LP
2555 E Camelback Road, Suite 800
Phoenix, Arizona 85016
Tax ID No.: 81-0545535
Case No.: 09-34334

Attorneys for Opus West Corporation, Opus West Construction Corporation, and O. W. Commercial, Inc. (names and addresses):
Clifton R. Jessup, Jr.
Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, TX 75201
Telephone: 214-665-3600
Facsimile: 214-665-5938

Attorneys for Opus West Partners, Inc., and Opus West LP: (names and addresses):
Peter Franklin
Doug Skierski
Franklin Skierski Lovall Hayward, LLP
10501 N. Central Expressway, Suite 106
Dallas, TX 75231
Telephone: 214-702-4061
Facsimile: 214-723-5345

Meeting of Creditors

Date: **August 12, 2009**

Time: **2:00 P.M.**

Location: **Office of the U.S. Trustee, 1100 Commerce St., Room 976, Dallas, TX 75242**

Deadline to File a Proof of Claim

Proof of claim must be *received* by the BMC Group, Debtors' Claims Agent, by the following deadline:

For all creditors (except a governmental unit): **11/9/09**

For a governmental unit: _____

Claims Should be Sent to:

IF BY MAIL:

Opus West Corporation, et al
c/o BMC Group
P.O. Box 3020
Chanhassen, MN 55317-3020

IF BY HAND OR OVERNIGHT COURIER:

Opus West Corporation, et al
c/o BMC Group
18750 Lake Drive East
Chanhassen, MN 55317

Creditors with a Foreign Address:

A Creditor to whom this notice is sent at a foreign address should read the information under "claims" on the reverse side.

Deadline to File a Complaint to Determine Dischargeability of Certain Debts:

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtors and the debtors' property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtors can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Address of the Bankruptcy Clerk's Office:

1100 Commerce Street, Room 1254
Dallas, Texas 75242
Telephone number: 214-753-2000

For the Court:

Clerk of the Bankruptcy Court:
Tawana C. Marshall

Hours Open: Monday – Friday 8:30 AM – 4:30 PM