

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
<b>Name of Debtor: (Check Only One):</b> <input checked="" type="checkbox"/> Opus West Corporation <input type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.		<b>Case Number:</b>  09-34356
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. All other requests for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
<b>Name of Creditor (the person or other entity to whom the debtor owes money or property):</b>  Ware Malcomb 10 Edelman Irvine CA 92618		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> <i>(if known)</i>  <b>Filed on:</b>
<b>Name and address where notices should be sent:</b> Ware Malcomb 10 Edelman, Irvine CA 92618 <b>Telephone number:</b> 949.660.9128 <b>Email Address:</b> nwear@waremalcomb.com		<input type="checkbox"/> 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.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
<b>Name and address where payment should be sent (if different from above):</b> Ware Malcomb Accounts Receivable 10 Edelman Irvine CA 92618 <b>Telephone number:</b> 949.660.9128		
<b>1. Amount of Claim as of Date Case Filed:</b> <u>\$ 776.36</u> 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. <input type="checkbox"/> 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.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> 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. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> 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). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> 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). <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)( ).  <b>Amount entitled to priority:</b>  \$
<b>2. Basis for Claim:</b> <u>Architectural Services Rendered</u> (See instruction #2 on reverse side.)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____ 3a. Debtor may have scheduled account as: _____ (See instruction §3a on reverse side.)		
<b>4. Secured Claim (See instruction #4 on reverse side.)</b> Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate</b> ____% <b>Amount of arrearage and other charges as of time case filed included in secured claim, if any:</b> \$ _____ <b>Basis for perfection:</b> _____ <b>Amount Unsecured:</b> \$ _____		
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>7. Documents:</b> 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 instruction 7 and definition of "redacted" on reverse side.) Exhibit A <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain: _____		
<b>Date:</b> <u>10/23/09</u>	<b>Signature:</b> 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.   <b>Tobin Sloane, Chief Financial Officer</b>	<b>FOR COURT USE ONLY</b>

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  
 Modified B10 (GCC) (12/08)



**EXHIBIT A**

**PROOF OF CLAIM OF WARE MALCOMB IN RE: OPUS WEST CORPORATION  
BANKRUPTCY (CASE NO. 09-34356)**

1. Notice to Debtors and the Bankruptcy Trustee
2. Project Agreement for Opus Brand TI Project # IRV09-6039-00 for the amount of \$776.36, including:
  - a. Invoice No. 611887 with \$750.00 due and owing;
  - b. Invoice No. 612544 with \$26.36 due and owing.
3. Statement of Ware Malcomb Re: Outstanding Invoices with and amount of \$776.36.

**NOTICE TO DEBTORS AND THE BANKRUPTCY TRUSTEE**

IN ORDER TO AVOID ANY MISUNDERSTANDING REGARDING THE ASSETS OF THE DEBTOR, AS THE DEBTOR HAS FAILED TO PAY TO WARE MALCOMB ("WM") THE \$776.36 PLUS INTEREST, FOR THE GOODS SOLD AND SERVICES IT RENDERED TO THE PROJECTS OUTLINED IN THE ATTACHED DOCUMENTS, AND WITH REFERENCE TO THE PERTINENT SECTIONS OF THE ATTACHED AGREEMENTS AND GENERAL COPYRIGHT LAW, THIS LETTER WILL SIMPLY CONFIRM THAT ANY INSTRUMENTS OF SERVICE PREPARED BY OR ON BEHALF OF WM FOR THE REFERENCED PROJECT ARE ASSETS OF WM (AND NOT THE DEBTOR). IN ADDITION, WM DEMANDS THAT THE DEBTOR CEASE AND DESIST FURTHER USE OF THE INSTRUMENTS OF SERVICE PREPARED BY OR ON BEHALF OF WM CONCERNING THE PROJECT, AND ANY DESIGNS CONTAINED THEREIN, IN ORDER TO AVOID ANY PLAGIARISM CLAIMS.

# WARE MALCOMB

Leading Design for Commercial Real Estate

- architecture
- planning
- interiors
- graphics
- site development

## AGREEMENT FOR PROFESSIONAL SERVICES

Contact Name: Matt Montgomery  
Client Name: OPUS West  
Address: 2020 Main Street, Suite 800  
Irvine, California 92612

Project Number: IRV09-6039-00  
Project Name: Opus West- Brand Up TI  
Contract Date: May 20, 2009  
Start Date: May 20, 2009  
Revised Date: N/A

Project Mgr: Ted Heisler

### DESCRIPTION OF SERVICES:

See Attached Exhibit "A"

### COMPENSATION:

Client will compensate Ware Malcomb ("Architect") as follows:

- FIXED FEE, in the amount \$750.00.  plus the cost of any authorized subconsultant services,  inclusive of the following subconsultant services:

Hourly contracts shall be pursuant to Architect's standard hourly rate schedule.

In addition to professional service fees, Client will reimburse Architect at a multiple of 1.15 for those customary reimbursable costs reasonably and appropriately incurred for the Project, and for the costs at a multiple of 1.20 of any authorized subconsultant services not included in a fixed fee.

### APPROVALS:

Approved and accepted in accordance with the General Terms and Conditions included in this Agreement.

#### WARE MALCOMB

By: \_\_\_\_\_  
Name: Tobin Sloane  
Title: CFO  
Date: \_\_\_\_\_

#### OPUS WEST

By: \_\_\_\_\_  
Name: Matt Montgomery  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## TERMS AND CONDITIONS (EXHIBIT A)

1. Architect will provide Client with monthly invoices accurately reflecting current expenditures of professional time and/or the progress of the services as appropriate and reimbursable expenses. Each invoice will be due and payable upon receipt. In the event of delinquency, interest shall accrue from the invoice date at 1.5% per month, compounded monthly, or at the highest rate permitted by California law, whichever is lower, with payments applied first to accrued interest. No deductions shall be made from Architect's compensation on account of problems or losses for which Architect has not been held legally liable. Architect's fee will be equitably adjusted in the event of significant changes to the Project's program or scheduling.
2. Client shall acquire ownership of Architect's deliverables and a transferable, nonexclusive license to use these instruments of service and the designs embodied therein for all Project purposes upon payment for the related services.
3. Architect's services will be performed as expeditiously as practical and in accordance with generally and currently accepted design professional principles and practices as embodied in the standard procedures and protocols of Architect and its subconsultants, and without warranties, either express or implied. In particular, and without limitation, Architect will use its best professional judgment in interpreting and applying the requirements of all laws applicable to the Project such as building codes, functionality standards and accessibility requirements; but compliance with these laws as they may be eventually interpreted by others cannot be guaranteed. In no event will Architect guarantee cost estimates, schedule projections or the like, or prognostications as to future events including without limitation the discretionary decisions of governmental officials. Further, when used in conjunction with the providing of services pursuant to this Agreement, such terms as "certify," "warrant," "confirm," "verify," "make sure," "insure," "ensure," "assure," or the like do not constitute a guarantee, but rather a representation based on professional opinion or judgment.
4. Architect will provide at its then current standard hourly fee rates, or as may otherwise be agreed, the following additional services as circumstances may require or Client may direct: (i) revisions to instruments of service previously prepared by Architect where such revisions are inconsistent with prior Client or governmental approval or due to substantial changes in Client's instructions or necessitated by amendments to or changes in the interpretation of the laws and regulations applicable to the Project, the result of conditions of which Architect had not been timely informed, or other matters beyond Architect's reasonable control; (ii) evaluating and responding to contractor proposals, substitution submittals, change order requests or the like; (iii) services necessitated by inadequate or improper co-consultant or contractor performance, unreasonable contractor requests and claims and/or construction accidents or losses; and (iv) such other services as the parties may mutually agree, such as value engineering or special studies.
5. Towards the mutual goal of a successful project, Client shall make reasonable efforts to cooperate with Architect including without limitation: (i) designating a single representative with appropriate authority with whom Architect can deal, and directing all communications to Architect's project manager; (ii) providing timely information regarding Project requirements and conditions, and taking full responsibility for directing Architect to proceed on any unverified assumptions; (iii) responding to Architect's questions and requests for information and approval within a reasonable time; (iv) promptly evaluating Architect's invoices and providing fair notice of any questions or dissatisfaction, and waiving the right to challenge the accuracy and appropriateness of any invoice for which no such notice has been provided within 30 days of receipt of the notice; (v) refraining from requesting certifications which would misrepresent the nature or extent of Architect's information or services; (vi) having the Architect designated as an additional indemnitee concerning whatever indemnification obligations Client obtains from any Project contractor; and (vii) providing appropriate arrangements for coordination of the Project's various design consultants, for construction quality control and for Project risk management.
6. In light of the limited ability of Architect to affect the risks inherent in the Project, and of the disparity between Architect's fees and potential liability for problems or alleged problems with the Project, Client shall to the fullest extent allowed by law release and indemnify Architect and Architect's subconsultants, if any, and their respective affiliated entities and individuals, concerning any and all claims, liability, expenses and/or losses related to the Project (including attorneys and expert fees incurred and the value of professional time expended to address claims or problems) provided, however, that this indemnification shall not apply to any indemnitee to the extent of that indemnitee's active negligence or willful misconduct. Further and in any event, Client agrees to limit the total aggregate liability concerning or related to the Project of Architect and Architect's subconsultants, if any, and their respective affiliated entities and individuals, on any and all legal and equitable theories and concerning all kinds and causes of loss to the fullest extent allowed by law as to Client and its affiliated entities and individuals, contractors and successors and assigns to the sum of twice the amount of Architect's fee received for the Project, and waives any right to impose any legal liability concerning the Project and/or this Agreement against Architect or its subconsultants' affiliated individuals.
7. In order to control the risks inherent in Architect's professional undertaking pursuant to this Agreement, Architect's services are intended to be performed fully and solely by or through Architect. Unless this Agreement is terminated for Architect's material breach, if Client prevents or frustrates Architect's full performance of the services or without Architect's express consent causes or allows modifications to or deviations from the requirements or recommendations of Architect's instruments of service or the use of unfinalized instruments of service for pricing or otherwise, then Client shall release and indemnify Architect and its affiliated entities and individuals to the fullest extent allowed by law from and concerning any and all claims, costs, losses and/or liability concerning or related to the uncompleted services or the use of modified, deviated from or unfinalized instruments of service.
8. Architect will be legally liable for only the design professional services provided pursuant to this Agreement, and only pursuant to the terms and conditions of this Agreement. In particular, Architect will not be legally liable for the providing or failing to provide legal, accounting, financial analysis services or the like, or unassumed specialty design or engineering services including without limitation soils, geotechnical, environmental, hazardous waste or toxic substance engineering services. Further, and without limitation, Architect shall not be responsible for delays or other matters beyond its reasonable control, for inaccurate or incomplete information provided by Client or other reasonably reliable sources or for unverified assumptions expressly directed by Client; for services or instruments of service provided by others even if incorporated into Architect's instruments of service for ease of reference or otherwise, for site or Project conditions of which it was not actually and timely informed, for hazardous materials or toxic substances at the Project site, for reasonable interpretations of the Project's legal requirements and limitations, for the recommendation or specification of products or equipment for purposes consistent with the manufacturer's published literature or containing toxic substances not disclosed in that literature, for implementing Client's properly advised decisions and directions, or for the actions or inactions of others including other consultants, contractors, utility companies and governmental or quasi-governmental agencies.
9. Architect and Client shall strive to maintain a good working relationship throughout the duration of the Project; and because of the importance of a good working relationship, either party may terminate this Agreement by giving written notice to the other, provided only that such notice is given in the good faith belief that the working relationship is less than satisfactory. Further, Architect may suspend its performance under this Agreement, withhold or withdraw any instruments of service and related licenses with no liability for so doing at any time if Client allows an Architect invoice to become delinquent. Further, because they value their respective employees, each party agrees not to directly or indirectly solicit or hire the other's employees with whom they have dealings concerning the Project during the Project and for two years after Project completion.
10. This Agreement supersedes all negotiations and prior agreements concerning the Project and is intended as a complete and exclusive statement of the entire agreement between Client and Architect concerning the Project. This Agreement may be modified only by a subsequent written agreement; except that items of Architect's Basic Services may be deleted by oral agreement, and offered Additional Services may be requested verbally and merely confirmed in writing. This Agreement is being entered into and will be performed in Orange County, California; and it shall be interpreted and enforced under and pursuant to the laws of the State of California, with any unarbitrated disputes being resolved in the California judicial system or in a federal court sitting in California as may be appropriate. No party may assign this Agreement or any related rights or claims without the express written consent of the other. No failure to exercise or delay in exercising any right under this Agreement shall be construed as a waiver, and no waiver of a breach of any term of this Agreement shall be construed as a waiver of a subsequent breach of the same or other terms. In the event of any claims or disputes concerning this Agreement and/or the Project, each party shall bear its own attorneys fees. Each party waives any right to recover consequential damages from the other or its affiliated entities and individuals concerning this Agreement or its termination. In the event that this Agreement is for any reason terminated, then its risk allocation and indemnity provisions shall remain in full force and effect. In the event that any provision of this Agreement shall be prohibited by law, then the subject provisions shall not be void, but rather shall be interpreted as operating only to the fullest extent allowed by law; and in the event that any provision of this Agreement shall be partially or totally invalid or unenforceable, then the remaining provision shall remain valid and binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective partners, joint venturers, principals, heirs, estates, personal representatives, successors and assigns; but otherwise is not intended to bestow any rights on any third parties.

**EXHIBIT "A"**  
**DESCRIPTION OF PROJECT SERVICES**  
**OPUS WEST- BRAND UP TI**  
**IRVINE, CALIFORNIA**  
**WARE MALCOMB PROJECT # IRV09-6038-00**

**MAY 20, 2009**

---

**I. PROJECT DESCRIPTION:**

Our contract is based upon the information provided by Eric Lyon of Real Tech and outlines interior architectural and design services for Opus West project located in Irvine, California. Ware Malcomb understands the scope of work to include approximately 5,000 square feet of office space.

**II. ARCHITECT'S BASIC SERVICES INCLUDE THE FOLLOWING:**

**A. TENANT PLANNING SERVICES:**

**1. Space Planning**

Ware Malcomb will prepare a single line preliminary space plan of the proposed tenant space, which incorporates relevant programming information. Any special requirements will be identified on the preliminary space plan. The space plan shall show walls, doors, millwork, and furniture for areas, which need it shown for clarification. Furniture systems shall be designated with dashed outlines of the confines of the cubicle. Also included:

- a) Reasonable modifications/revisions to the preliminary space plan. One (1) major and one (1) minor revision.
- b) Verification of existing adjoining demising walls.
- c) If required, preliminary plan review with the Building and Fire Departments.

When possible, Ware Malcomb shall sketch the space plan during the space planning meeting. The CAD version of the space plan shall be completed within five (5) days of the initial prospective lease meeting.

**III. EXCLUDED SERVICES:**

Ware Malcomb will not provide the services listed below.

- A. Soils Investigations.
- B. Permits or Agency fees.
- C. Structural, Mechanical, Electrical, or Plumbing Engineering or Documents.
- D. Fire suppression or alarm systems (design-build).
- E. Hazardous materials identification, storage, or abatement.
- F. Confirmation and/or verification of the accuracy and/or completeness of documents or information received from others.

**IV. SUPPLEMENTAL SERVICES:**

The following items are not contemplated or included within Ware Malcomb's Scope or Fee. Ware Malcomb may perform certain services among the list below as an additional service and for an additional fee.

- A. Site improvements, or changes to the building core, shell, or lobbies.

**EXHIBIT "A"**  
**DESCRIPTION OF PROJECT SERVICES**  
**OPUS WEST- BRAND UP TI**  
**IRVINE, CALIFORNIA**  
**WARE MALCOMB PROJECT # IRV09-6038-00**

**MAY 20, 2009**

---

- B. Drawings for items considered above the "building standard".
- C. Variances or Entitlements, or Special Planning Processes.
- D. Changes or revisions to Construction Documents or major revisions to the preliminary Space Plan beyond those listed above.
- E. Signage or Public Art selection.
- F. Perspective or 3D Renderings or Models.
- G. Pricing plan or schematic design
- H. Graphic Design services such as Identity/Logo, Stationery System, Branding, Marketing Materials/Leasing Brochures, Website, Multi-Media Presentations, and Environmental Graphics.
- I. Preparation of meeting minutes during construction.
- J. As-Built drawings.
- K. Acoustical design.
- L. Multiple bid processes.
- M. Cost Estimating Services or Value Engineering.
- N. Lighting design, audio visual, or communication Consultants.
- O. Utility up-upgrades or retrofit design. It is assumed that the existing building infrastructure and systems are adequate for the scope of this project.
- P. Interior design services beyond those specifically noted.
- Q. Reimbursable expenses.
- R. Furniture Inventories.
- S. Furniture installation plans or final specifications.
- T. Furniture selection.
- U. Establishing building standards for construction and finishes.
- V. Preparation of base sheets for each floor/building.
- W. Preparation of site plans.
- X. Electrical audits.
- Y. Any and all other services not specifically described as part of Architect's Basic Services.

**V. COMPENSATION:**

Ware Malcomb shall perform services described under Basic Services for a fixed fee formulated at the following rates per square foot of each Tenant's usable area per phase as follows:

Space planning	.15/square foot x 5,000 sf = \$750.00
----------------	---------------------------------------

All costs are based on building standard design. Above standard design and detail requirements shall be quoted based on the amount of additional time required for each project multiplied by our professional rates (see above).

**VI. REIMBURSABLE EXPENSES:**

Standard expenses, such as those listed in Ware Malcomb's General Terms of Agreement are in addition to our fees. Reimbursable expenses for such things as printing, plotting, renderings requested by Owner, postage and handling, delivery costs, travel and mileage, reproductions and facsimiles, are charged at the standard rate of cost plus ten percent (10%).

**EXHIBIT "A"**  
**DESCRIPTION OF PROJECT SERVICES**  
**OPUS WEST- BRAND UP TI**  
**IRVINE, CALIFORNIA**  
**WARE MALCOMB PROJECT # IRV09-6038-00**

**MAY 20, 2009**

---

**VII. PAYMENT TO THE ARCHITECT:**

All payments shall be due upon receipt of invoice. Billings shall be based on a percentage of completion on a phase basis Prior to the Architect submitting any Contract Documents to the appropriate government agency to commence the permitting process, Client agrees to that it will have paid Architect's fee in full from the commencement of Architect's services through the Contract Documents phase of the project.

**VIII. OWNERSHIP OF DOCUMENTS:**

Drawings and specifications, as instruments of services, are and shall remain the property of Ware Malcomb whether the project for which they are made is executed or not. They are not to be used for other projects or extensions to this project except by agreement in writing with the appropriate compensation to Ware Malcomb.

All other terms and conditions will be per the attached General Terms of Agreement. Unless this Agreement is terminated, the Owner and the Architect shall be bound to this Agreement for a minimum period of one (1) year from the date of this Agreement, at which time this Agreement will be subject to renegotiations.



**INVOICE**

REMIT TO:  
Ware Malcomb  
Accounts Receivable

10 edelman  
Irvine, California 92618  
USA  
p 949.660.9128  
f 949.863.1581

**WARE MALCOMB**

Leading Design for Commercial Real Estate  
architecture  
planning  
interiors  
graphics  
site development  
waremalcomb.com

June 10, 2009

Project No: IRV09-6039-00

Invoice No: .611887

Matt Montgomery  
Opus West Corporation - Irvine  
2020 Main Street  
Suite 800  
Irvine, CA 92614

Project IRV09-6039-00 Opus- Brand Up TI  
payment terms: due upon receipt

**INVOICE FOR PROFESSIONAL SERVICES FROM May 1, 2009 to May 31, 2009**

	Total Contract	% Complete	Amount Billed	Previously Billed	Due This Invoice
Space Plan	750.00	100.00	750.00	0.00	750.00
Total Fee	750.00		750.00	0.00	750.00
	<b>Total Fee</b>			<b>750.00</b>	

**TOTAL DUE THIS INVOICE \$750.00**

**Billings to Date**

	Current	Prior	Total
Fee	750.00	0.00	750.00
<b>Totals</b>	<b>750.00</b>	<b>0.00</b>	<b>750.00</b>

**INVOICE**

REMIT TO:  
Ware Malcomb  
Accounts Receivable

10 edelman  
irvine, california 92618  
USA  
p 949.660.9128  
f 949.863.1581

**WARE MALCOMB**

Leading Design for Commercial Real Estate  
architecture  
planning  
interiors  
graphics  
site development  
waremalcomb.com

August 12, 2009

Project No: IRV09-6039-00

Invoice No: 612544

Matt Montgomery  
Opus West Corporation - Irvine  
2020 Main Street  
Suite 800  
Irvine, CA 92614

Project IRV09-6039-00 Opus- Brand Up TI  
payment terms: due upon receipt

**INVOICE FOR PROFESSIONAL SERVICES FROM July 1, 2009 to July 31, 2009**

	Total Contract	% Complete	Amount Billed	Previously Billed	Due This Invoice
Space Plan	750.00	100.00	750.00	750.00	0.00
Total Fee	750.00		750.00	750.00	0.00
	<b>Total Fee</b>				<b>0.00</b>

**Reimbursable Expenses**

California Overnight			7.26		
OCB Reprographics			15.66		
<b>Total Reimbursables</b>		<b>1.15 times</b>	<b>22.92</b>	<b>26.36</b>	

**TOTAL DUE THIS INVOICE \$26.36****Outstanding Invoices**

Number	Date	Balance
611887	6/10/09	750.00
<b>Total</b>		<b>750.00</b>

**Billings to Date**

	Current	Prior	Total
Fee	0.00	750.00	750.00
Expense	26.36	0.00	26.36
<b>Totals</b>	<b>26.36</b>	<b>750.00</b>	<b>776.36</b>

---

**Billing Backup**

Tuesday, October 13, 2009

Ware Malcomb

Invoice 612544 Dated 8/12/09

9:58:32 AM

---

Project IRV09-6039-00 Opus- Brand Up TI

**Reimbursable Expenses**

## California Overnight

AP 85641 7/1/09 California Overnight / FDG to Marvell 7.26

## OCB Reprographics

AP 85571 6/26/09 OCB Reprographics / INV No. - 5648535 10.60

AP 85571 6/26/09 OCB Reprographics / INV No. - 5648534 5.06

**Total Reimbursables 1.15 times 22.92 26.36****Total this report \$26.36**

# Statement

Ware Malcomb  
10 Edelman  
Irvine, California 92618  
p. 949.660.9128 f. 949.863.1581  
waremalcomb.com

October 6, 2009

Opus West Corporation - Irvine  
2020 Main Street  
Suite 800  
Irvine, CA 92614

Current	
Past Due	<u>776.36</u>
Balance Due	776.36

## Outstanding Invoices

Number	Date	Invoiced	Balance Due
<b>Project: IRV09-6039-00 Opus- Brand Up TI</b>			
<b>Invoice: 000000611887</b>			
611887	6/10/09	750.00	750.00
<b>Invoice: 000000612544</b>			
612544	8/12/09	26.36	26.36
<b>Total for IRV09-6039-00</b>		<b>776.36</b>	<b>776.36</b>
<b>Statement Totals</b>		<b>776.36</b>	<b>776.36</b>

# MURTAUGH MEYER NELSON & TREGLIA LLP

ATTORNEYS AT LAW

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

2603 MAIN STREET, 9TH FLOOR  
IRVINE, CALIFORNIA 92614-6232  
TELEPHONE (949) 794-4000  
FACSIMILE (949) 794-4099

CRYSTAL N. LE  
FILE CLERK

CLE@MMNT.COM  
DIRECT (949) 794-4080

October 26, 2009

## CERTIFIED MAIL (RETURN RECEIPT)

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

**Re: Opus West Corporation BK No. 09-34356 USBC Northern District of  
Texas Proof of Claim Filing  
File No. 500-07014**

To Whom It May Concern:

Enclosed are two copies of a Proof of Claim to be filed with the Northern District of Texas, United States Bankruptcy Court, Bankruptcy Court Case Opus West Corporation, Debtor, Case No. 09-34356.

Please file and return one conformed copy to my attention at the address above. Should you have any questions please do not hesitate to contact me.

Very truly yours,

MURTAUGH MEYER NELSON & TREGLIA LLP



Crystal N. Le  
File Clerk

CNL:cnl

Enclosures