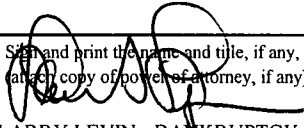



| | | | |
|--|---|--|---|
| United States Bankruptcy Court NORTHERN District of TEXAS | | PROOF OF CLAIM | |
| In re (Name of Debtor) OPUS WEST CORPORATION | | Case Number 09-34356 | |
| Note: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. | | | |
| Name of Creditor <i>(The person or entity to whom the debtor owes money or property)</i> De Lage Landen Financial Services, Inc. | | <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. | |
| Name and Addresses Where Notices Should be Sent dba OCE FINANCIAL SERVICES INC 1111 Old Eagle School Road Wayne, PA 19087 | | <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. | |
| Telephone No. 800-767-5022 or 610-386-5000 | | <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: 24840432 | | Check here if this claim: <input type="checkbox"/> replaces a previously-filed claim, dated: <input type="checkbox"/> amends | |
| 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 (Describe briefly) LEASE BMC GROUP | | RECEIVED OCT 29 2009 BMC GROUP | |
| <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ (date) _____ (date) | | | |
| 2. DATE DEBT WAS INCURRED: 7/26/2007 | | 3. IF COURT JUDGEMENT, DATE OBTAINED: | |
| 4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM. | | | |
| <input type="checkbox"/> SECURED CLAIM Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges at time case filed included in secured claim, if any: _____ | | <input type="checkbox"/> UNSECURED PRIORITY CLAIM Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 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 - U.S.C. §507(a)(4) <input type="checkbox"/> Up to \$900 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"/> Taxes or penalties of governmental units- 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other-11 U.S.C. §§ 507(a)(2), (a)(5)-(Describe Briefly) | |
| <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$4,423.53 A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim. | | | |
| 5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: | | | |
| \$0.00 (Secured) | | \$4,423.53 (Unsecured) | |
| | | \$4,423.53 (Total) | |
| <input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges. | | | |
| 6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor. | | THIS SPACE IS FOR COURT USE ONLY | |
| 7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, court judgements, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary. | | | |
| 8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. | | | |
| Date 10/21/2009 | 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)  LARRY LEVIN - BANKRUPTCY MANAGER | |  OPUS WEST 00328 |



Océ Financial Services, Inc.

Lease Agreement Number

200 - 5013064 - 000

24840432

| LESSEE BUSINESS INFORMATION | | | | | |
|---|------------------------------|---|---------------------------|--------------------|---|
| FULL LEGAL NAME OF LESSEE Opns West Corporation | | | | DBA NAME | |
| BILLING ADDRESS 6160 Stoneridge Mall Road #360 | | | CITY Pleasanton | STATE CA | |
| ZIP 94588 | PHONE 925 463 9254 | CONTACT NAME Janine Trueblood | | INVOICE ATTN OF | |
| FEDERAL TAX ID # 110855917 | CUSTOMER P.O. # | E-MAIL ADDRESS | | TAX EXEMPT | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |

| EQUIPMENT | | |
|-----------|-------------------------------|-------------|
| QTY | EQUIPMENT MODEL & DESCRIPTION | ACCESSORIES |
| 2 | fx3000 | |

See attached schedule for additional Equipment/Accessories or multiple installation addresses
Equipment Location (If different from Billing Address)

PAYMENT PLAN

Initial Lease Term in months 48

Billing Frequency Monthly Quarterly Other

Initial Periodic Payment of \$ 126.00 attached.

Purchase Option at End of Term: FMV \$1 Other

| # of Payments | Total Periodic Payment (applicable taxes not included) |
|-----------------|---|
| First 48 | 126.00 |
| Next | |
| Next | |

Included in your payment: (separate vendor agreement required) Equipment Maintenance Copier Supplies Software Maintenance

TERMS AND CONDITIONS

OFSI IS NOT AN AGENT OF VENDOR, AND NEITHER VENDOR NOR ANY OF ITS SALESPERSONS ARE OFSI AGENTS. THEY HAVE NO AUTHORITY TO SPEAK ON OUR BEHALF OR MAKE ANY CHANGES TO THE LEASE. THIS LEASE CANNOT BE CANCELLED OR TERMINATED FOR ANY REASON. ALL PAYMENTS UNDER THIS LEASE ARE UNCONDITIONAL AND ABSOLUTE AND YOU SHALL PAY THEM FOR THE ENTIRE LEASE TERM REGARDLESS OF WHETHER THE EQUIPMENT IS DAMAGED, DESTROYED, DEFECTIVE, UNUSABLE OR BECOMES OBSOLETE, AND REGARDLESS OF ANY DISPUTE WITH OR CLAIMS AGAINST, OFSI, VENDOR OR ANY OTHER PARTY. YOUR OBLIGATIONS UNDER THIS LEASE ARE NOT SUBJECT TO DEFENSE, SETOFF, COUNTERCLAIM, ABATEMENT OR REDUCTION FOR ANY REASON. IF YOU HAVE ANY CLAIMS CONCERNING THE EQUIPMENT OR YOUR RELATIONSHIP WITH VENDOR, YOU MUST MAKE THEM AGAINST VENDOR.

1. Definitions; Parties' Relationship: The words "YOU" and "YOUR" refer to the Lessee. The words "WE", "US", "OUR" and "OFSI" refer to the Lessor, Océ Financial Services, Inc. The term "Vendor" means Océ Imaging Inc. The word "Parties" means "OFSI" and "YOU". The Equipment was selected by you and supplied by Vendor, not OFSI. (continued on back page)

LEASE ACCEPTANCE

| | |
|---|--|
| LESSOR OCÉ FINANCIAL SERVICES, INC. | LESSEE Opns West Corporation |
| AUTHORIZED SIGNATURE | AUTHORIZED SIGNATURE |
| PRINT NAME | PRINT NAME |
| TITLE | TITLE |
| DATE | DATE |

Janine Trueblood Sr. Admin. Asst. Office Manager 6/20/07

PERSONAL GUARANTY

In consideration of Lessor entering into the Lease in reliance on this guaranty, the Undersigned, joint and several, unconditionally and irrevocably guarantees to Lessor, its successors and Assigns, the prompt payment and performance of all existing and future obligations to Lessor, including the Lease. The Undersigned agrees that (a) this is a guaranty of payment and not of collection, and that Lessor can proceed directly against Undersigned personally without resorting to any security or seeking to collect from Lessee; (b) Undersigned waives all suretyship defenses including impairment of collateral, failure to properly perfect a security interest in the collateral and all notices, including those of protest, presentment, and demand; (c) Lessor may renew, extend or otherwise change the term of Lease without notice to Undersigned and Undersigned will be bound by such changes; and (d) Undersigned will pay all Lessor's costs of enforcement and collection, including attorneys' fees. This guaranty survives the bankruptcy of Lessee and binds Undersigned, administrators, successors and assigns. Undersigned's obligation under the guaranty will continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and Undersigned agrees not to seek to be repaid by Lessee in the event that Undersigned must pay Lessor, until Lessor has been paid all amounts owed.

| | | | |
|---------------------------------|------|---------------------------------|------|
| SIGNATURE OF PERSONAL GUARANTOR | DATE | SIGNATURE OF PERSONAL GUARANTOR | DATE |
| PRINT NAME | | PRINT NAME | |

(Rev. 11-1-04)

24840432
7/29/07