

ORIGINAL

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <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.	Case Number: <div style="font-size: 1.2em;">09-34356</div>	
<small>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.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <div style="font-size: 1.1em;">Bayside Technology Park c/o GS Management Company 5674 Sonoma Drive Pleasanton, CA 94566</div>	<div style="text-align: center; font-size: 1.5em; font-weight: bold;">RECEIVED</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">NOV 03 2009</div> <div style="text-align: center; font-size: 1.1em; font-weight: bold;">BMC GROUP</div>	
Name and address where notices should be sent: <div style="font-size: 1.1em;">Bayside Technology Park c/o GS Management Company 5674 Sonoma Drive Pleasanton, CA 94566</div>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <small>(If known)</small> Filed on:	
Telephone number: Email Address: Name and address where payment should be sent (if different from above): Telephone number:	<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.	
1. Amount of Claim as of Date Case Filed: \$3,275.60 <small>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.</small> <small>If all or part of your claim is entitled to priority, complete item 5.</small> <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.	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). <small>If any portion of your claim falls in one of the following categories, check the box and state the amount.</small> 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)(). Amount entitled to priority: <div style="text-align: center;">\$</div>	
2. Basis for Claim: <u>Recorded CC&R's</u> <small>(See instruction #2 on reverse side.)</small> 3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ <small>(See instruction 3a on reverse side.)</small> 4. Secured Claim (See instruction #4 on reverse side.) <small>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</small> Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other 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 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. <small>(See instruction 7 and definition of "redacted" on reverse side.)</small> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. <small>If the documents are not available, please explain:</small> _____	
Date: <div style="font-size: 1.1em;">11/02/2009</div>	<div style="font-size: 1.1em;">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.</div> <div style="font-size: 1.5em; font-weight: bold; margin-top: 10px;">Phillip G. Vermont</div>	

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 (GCG) (12/08)

FOR COURT USE ONLY

OPUS WEST



00354

1 *In re: Opus West Corporation, et al. (Debtors)*
2 *U.S. Bankruptcy Court, Northern Dist. of Texas, Case No. 09-34356*

3 **CERTIFICATE OF SERVICE**

4 I, Sue Betti, declare:

5 I am employed in Alameda County, State of California, am over the age of eighteen
6 years, and not a party to the within action. My business address is 5000 Hopyard Road, Suite
7 400, Pleasanton, California 94588. I am readily familiar with the business practice for collection
8 and processing of correspondence for mailing with the United States Postal Service and/or other
9 overnight delivery. Under overnight delivery practice, all mailings are deposited in an
10 authorized area for pick-up by an authorized express service courier the same day it is collected
11 and processed in the ordinary course of business. On the date set forth below, I served the within:

12 **PROOF OF CLAIM**

13 on the parties in this action by placing a true copy thereof in a sealed envelope, and each
14 envelope addressed as follows:

15 *Attorneys for Opus West Corporation, Opus*
16 *West Construction Corporation, and O.W.*
17 *Commercial, Inc.:*
18 Clifton R. Jessup, Jr.
19 Greenberg Traurig, LLP
20 2200 Ross Avenue, Ste. 5200
21 Dallas, TX 75201

22 *Attorneys for Opus West Partners, Inc., and*
23 *Opus West LP:*
24 Peter Franklin
25 Doug Skierski
26 Franklin Skierski Lovall Hayward, LLP
27 10501 N. Central Expressway, Ste. 106
28 Dallas, TX 75231

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


18 [xx] (By U.S. Mail) I caused each such envelope to be served by depositing same, with
19 postage thereon fully prepaid, to be placed in the United States Postal Service in the
20 ordinary course of business at Pleasanton, California.

21 [] (By Facsimile) The above-referenced document(s) was transmitted by facsimile
22 transmission to the number(s) shown and the transmission was reported as complete and
23 without error.

24 [] (By Overnight Delivery) I caused each such envelope to be served by depositing same in
25 an authorized area for pick-up by an authorized express service courier (UPS Overnight)
26 the same day it is collected and processed in the ordinary course of business .

27 [] (By Personal Service) I caused each such envelope to be delivered by hand to the persons
28 named above.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration
was executed on November 2, 2009, at Pleasanton, California.


Sue Betti

PROOF OF SERVICE

\\Fsprolaw\ProLawDocs\G0423.082\207578.doc

ATTACHMENT 1

Amount due as of July 1, 2009

1.	Drainage Assessments (\$568.35 x 3) or	\$1,705.05
2.	Common Area Maintenance Charges to July 1, 2009	<u>\$ 568.62</u>
	Total as of July 1, 2009	\$2,273.67

Amount due through October 2009

Total to October (\$2,273.67 + \$1,001.93)	\$3,275.60
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9/15/2009
User: LAURIE

GS MANAGEMENT COMPANY

12:27:10PM
Page 3 of 4

**Aging Report
(Detailed)**

Property : BAYSIDE
4612 TECHNOLOGY PARK

as of 09/15/2009

Unit Type	Unit Reference Number	Occupant Name	Deposits Held	Balance Due	AGED 1 - 30 DAYS	AGED 31 - 60 DAYS	AGED 61-90 DAYS	AGED OVER 90 DAYS
CURR	0041	OPUS WEST CORPORATION	0.00	568.62			284.31	284.31
	Contact :	Jeff Lee - Dir. RE Devel						
	Phone :	(925) 730-3254						

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE		
CAM	BTP CAM CHARGES	04/01/2009		284.31
CAM	BTP CAM CHARGES	07/01/2009	284.31	

9/15/2009
User: LAURIE

GS MANAGEMENT COMPANY

12:27:10PM
Page 1 of 4

Aging Report
(Detailed)

Property : BAYSIDE TECH PARK
4510 DRAINAGE ASN

as of 09/15/2009

Unit Type	Unit Reference Number	Occupant Name	Deposits Held	Balance Due	AGED 1 - 30 DAYS	AGED 31 - 60 DAYS	AGED 61-90 DAYS	AGED OVER 90 DAYS
CURR	0041	OPUS WEST CORPORATION	0.00	2,280.76		575.71	568.35	1,136.70
	Contact :	Jeff Lee - Dir. RE Devel						
	Phone :	(925) 730-3254						

CHARGE CODE	CHARGE DESCRIPTION	CHARGE DATE		
BTP	BTP DRAINAGE ASSESSMENTS	01/01/2009		568.35
BTP	BTP DRAINAGE ASSESSMENTS	04/01/2009		568.35
BTP	BTP DRAINAGE ASSESSMENTS	07/01/2009		
BTP	2009 ADJ JAN-SEPT	07/20/2009	575.71	568.35

BAYSIDE TECH PARK DRAINAGE ASN
c/o GS MANAGEMENT COMPANY
5674 SONOMA DRIVE
PLEASANTON, CA 94566

Statement

4510-0041-CU
OPUS WEST CORPORATION
PARCEL 4, PM:5259
FREMONT, CA 94538

DATE	DESCRIPTION	AMOUNT DUE	BALANCE
01/01/2009	BTP DRAINAGE ASSESSMENTS	568.35	
04/01/2009	BTP DRAINAGE ASSESSMENTS	568.35	
07/01/2009	BTP DRAINAGE ASSESSMENTS	568.35	
07/20/2009	2009 ADJJAN-SEPT	575.71	
	PREVIOUS MONTH ENDING BALANCE		2,280.76
	CURRENT CHARGES		
10/01/2009	BTP DRAINAGE ASSESSMENTS	760.25	
	TOTAL CURRENT		760.25
Total Amount Due:			\$ 3,041.01

Comments: If you have any questions, please contact your property management team:
Nan Bartholomew, Portfolio Manager and Chris Wei, Property Administrator at (925) 734-0280.

OPUS WEST CORPORATION

Attn: Don Little
4900 Hopyard Rd, Suite 100
Pleasanton, CA 94588

Statement Date: 10/01/2009

Total Due: \$ 3,041.01

Please Return This Coupon With Your Payment

BAYSIDE TECH PARK DRAINAGE ASN
c/o GS MANAGEMENT COMPANY
5674 SONOMA DRIVE
PLEASANTON, CA 94566

Date : 10/01/2009

Unit : 4510-0041-CU

Amount Due : \$ 3,041.01

Bill to:
OPUS WEST CORPORATION
Attn: Don Little
4900 Hopyard Rd, Suite 100
Pleasanton, CA 94588

Send Remittance to :
BAYSIDE TECH PARK DRAINAGE ASN
c/o GS MANAGEMENT COMPANY
5674 SONOMA DRIVE
PLEASANTON, CA 94566

Statement

DATE	DESCRIPTION	AMOUNT DUE	BALANCE
04/01/2009	BTP CAM CHARGES	284.31	
07/01/2009	BTP CAM CHARGES	284.31	
	PREVIOUS MONTH ENDING BALANCE		568.62
	CURRENT CHARGES		
10/01/2009	BTP CAM CHARGES	273.65	
10/01/2009	BTP CAM JAN-SEPT ADJUST	(31.97)	
	TOTAL CURRENT		-241.68
Total Amount Due:			\$ 810.30

OPUS WEST CORPORATION
Attn: Don Little
4900 Hopyard Rd, Suite 100
Pleasanton, CA 94588

Statement Date: 10/01/2009

Please Return This Coupon With Your Payment

Date : 10/01/2009
Unit : 4612-0041-CU
Amount Due : \$ 810.30

Send Remittance to :
BAYSIDE TECHNOLOGY PARK CAM
c/o GS MANAGEMENT COMPANY
5674 SONOMA DRIVE
PLEASANTON, CA 94566

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05 /

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

Renco Investment Company
1285 Oakmead Parkway
Sunnyvale, CA 94086

RECORDED at REQUEST OF
PIONEER TITLE COMPANY
at 10:30 A.M.

JAN 24 1984

OFFICIAL RECORDS OF
ALAMEDA COUNTY CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF THE
BAYSIDE TECHNOLOGY PARK

THIS DECLARATION is made on January 12 1984, by RENCO INVESTMENT COMPANY, a California general partnership, WESTLAND INVESTMENTS, a California limited partnership, and BAYCO ENTERPRISES, a California limited partnership, (the "Declarants") as the owners of that certain real property situated in the City of Fremont, County of Alameda, State of California described in Exhibit "A" hereto, which exhibit is by this reference incorporated herein as if fully set forth herein, to be effective as of the date it is recorded in the Official Records of Alameda County.

ARTICLE 1

GENERAL DEFINITIONS

1.1 General: Unless the context otherwise specifies or requires, the terms defined in this Article shall, for all purposes of this Declaration, have the meanings herein specified.

1.2 Approving Agent: The term "Approving Agent" shall mean Renco Properties, Inc., a California corporation, until such time as it ceases to be Approving Agent in accordance with Article 6 below. Thereafter, the "Approving Agent" shall be the person or entity, if any, then serving in that capacity pursuant to the provisions of said Article 6.

1.3 Architect: The term "Architect" shall mean a person holding a certificate to practice architecture in the State of California under authority of the Business and Professions Code of the State of California.

1.4 Bayside Technology Park: The term "Bayside Technology Park" shall mean all of the real property subject to this Declaration.

1.5 Building Area: The term "Building Area" shall mean any portion of any Lot which is covered by a building or structure, including covered walkways, tank farms, covered loading areas, covered entrances, multi-storied parking structures and the like, but shall exclude roof overhangs, decks, trash enclosures and the like. Building Area shall be measured from the outside surface of the outermost exterior walls, projected vertically down to ground level.

1.6 City: The term "City" shall mean the City of Fremont, in the County of Alameda, State of California.

1.7 Declaration: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, as amended or supplemented from time to time.

1.8 Deed of Trust: The term "Deed of Trust" or "Trust Deed" shall mean a mortgage as well as a deed of trust.

1.9 Front: The term "front" shall mean, with respect to any building or structure, any wall facing a street.

1.10 Improvements: The term "Improvements" shall include, without limitation, all improvements, structures, buildings, outbuildings, storage and refuse areas, sheds and tank farms; fences, screening walls and entryways; utility distribution facilities, drainage systems, exterior equipment and piping, and exterior ductwork; signs; exterior stairways; parking lots, driveways, walkways, and other pavement; and landscaping.

1.11 Lagoon Landscape Easement: The term "Lagoon Landscape Easement" shall mean any and all of those easements shown on any Recorded parcel or subdivision map affecting any of the land within Bayside Technology Park as "Lagoon Landscape Easements" or "L.L.E."

1.12 Lot: The term "Lot" shall mean any portion of the Bayside Technology Park which is a legally described lot or parcel or is designated as a lot or parcel on any Recorded parcel or subdivision map affecting any of the land within the Bayside Technology Park. The term "Lot" shall not include any portion of a street.

1.13 Mortgagee: The term "Mortgagee" shall mean a beneficiary under or a holder of a Deed of Trust as well as a mortgagee under a mortgage.

1.14 Owner: The term "Owner" shall mean and refer to any person or entity owning a fee simple estate in any Lot or any portion thereof, except a person or entity who holds such interest as security for the payment of an obligation (unless such security holder is in actual possession of said Lot).

1.15 Paved Area: The term "Paved Area" shall mean any portion of a Lot which is paved or covered with pavement (such as asphalt, concrete or any other paving material), including parking areas, sidewalks, driveways, walkways, curbs and the like.

1.16 Rear: The term "rear" shall mean, with respect to any building or structure, the side opposite from the front and the term "rear property line" shall refer to the property line of a Lot running most nearly opposite from and parallel to the rear of the building(s) located thereon. However, a corner Lot (i.e., with frontage along two streets), and any building or structure located on a corner Lot, shall be deemed to have two "fronts" and two "sides," but not to have any "rear."

1.17 Record: The term "Record" (and any variation thereof such as "Recorded" or "Recordation") shall refer to recordation in the Official Records of Alameda County, State of California.

1.18 Side: The term "side" shall mean, with respect to any building or structure, any wall which is not a "front" or a "rear."

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1.19 Sign: The term "sign" shall mean any structure, sign, device, contrivance, poster, banner or the like fastened or affixed to the ground or an Improvement, electric or non-electric, and all parts thereof, which is (i) visible from neighboring property (including if located within a building but visible through a window) and (ii) erected or used for advertising, dissemination of information, and/or identification purposes or upon or within which any poster, printing, lettering, painting, or other advertising, information or identification device of any kind may be fastened or affixed.

1.20 Streets: The term "street(s)" shall mean any publicly dedicated street, highway, or other publicly dedicated thoroughfare within or adjacent to the Bayside Technology Park and shown on any Recorded subdivision or parcel map, or record of survey, whether designated thereon as a publicly dedicated street, boulevard, place, drive, road, terrace, way, lane, circle or court.

1.21 Visible From Neighboring Property: The term "visible from neighboring property" shall mean, with respect to any given object located on a Lot, that such object is or would be visible to a person six (6) feet tall having 20/20 vision and standing on any part of a neighboring property at an elevation no higher than the elevation of the base of the object being viewed. For the purposes of this paragraph, the term "neighboring property" shall include, with respect to any Lot, any

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abutting street, any abutting Lot, and any Lot separated from said Lot merely by a street.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

2.1 General Declaration Creating the Mutual

Restrictions: Declarants hereby declare that all of the real property located in the City of Fremont, County of Alameda, State of California and described in Exhibit "A" (the "Bayside Technology Park") is and shall be held, conveyed, sold, hypothecated, encumbered, leased, rented, used, subdivided, occupied, built upon, or otherwise used, improved or transferred, in whole or in part, subject to this Declaration and that this Declaration, and all the covenants, conditions, restrictions and agreements herein contained, are declared, established and agreed to be for the purpose of enhancing and protecting the value and attractiveness of said real property and are in furtherance of a general plan for the subdivision, improvement and sale of said real property, for the direct, mutual and reciprocal benefit of each and every Lot contained within the Bayside Technology Park. This Declaration, and all of the covenants, conditions and restrictions herein contained, are and shall be (i) mutual equitable servitudes burdening each Lot for the benefit of all other Lots within the Bayside Technology Park and (ii) "covenants running with the land," the burdens of which shall be binding upon each Lot, and the successive Owners of said Lot and each lessee,

licensee, occupant or user of said Lot, for the direct benefit of each other Lot and the successive Owners of each other Lot.

2.2 Additional Land: At any time while the Declarants (or any of them) own twenty percent (20%) or more of the area within the Bayside Technology Park (excluding streets), they (or any of them) may add to the Bayside Technology Park all or any portion of any land which they or their principals own or have a direct or indirect interest in which is contiguous to the perimeter of the Bayside Technology Park. Land separated from the Bayside Technology Park merely by a street shall be considered "contiguous" thereto. Such addition to Bayside Technology Park shall be accomplished by Recording a Notice of Addition of Land, which contains at least the provisions specified in paragraph 2.3. Thereupon, all of the provisions of this Declaration shall apply to such land, and such land shall be included in the Bayside Technology Park for all the purposes of this Declaration, in the same manner and to the same extent as if it were originally covered by this Declaration, and such added real property shall be included in the definition of "Bayside Technology Park" for all purposes hereunder. Thereafter, the rights, powers and responsibilities of the Owners and occupants of Lots within such added real property shall be the same as those of the Owners and occupants of Lots within the real property described in Exhibit "A."

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2.3 Notice of Addition of Land. The Notice of Addition of Land referred to in paragraph 2.2 shall contain at least the following provisions:

A. A reference to this Declaration, stating the date and instrument number of its Recording and the reel and image(s) or book and page(s) at which it was Recorded;

B. A legal description of such added real property;

C. A statement that all of the provisions of this Declaration shall apply to such added real property and that such added real property is part of the Bayside Technology Park; and

D. Such other or different covenants, conditions and restrictions as the owner(s) of such real property shall, in their discretion, specify to regulate and control the use, occupancy and improvement of such added real property, if any.

ARTICLE 3

APPROVAL OF PLANS FOR IMPROVEMENTS

3.1 Requirements of Plan Approval: Declarants desire that harmony and compatibility of architectural and landscape design and layout be maintained throughout Bayside Technology Park. In order to achieve this purpose, no Improvement shall be erected, placed, constructed, removed, substantially remodeled, rebuilt or reconstructed on any Lot except in accordance with Final Plans therefor, first approved in writing by the Approving Agent in accordance with this

Article 3. With respect to any Lot, Plans submitted to the Approving Agent for such approval by any person or entity (including any lessee, civil engineer or Architect) other than an Owner shall include therewith the written request by the Owner of such Lot for approval. The Approving Agent shall have no obligation to accept, review, or approve Preliminary Plans, Final Plans, or sign plans which do not have any such Owner's written request for approval or for which the appropriate plan review fee (set forth in paragraph 3.8 below) has not been paid.

3.2 Preliminary Plans: Any Owner, lessee or other occupant of a Lot desiring to construct any Improvement thereon, or his authorized agent, (the "Applicant") shall first submit, in duplicate, preliminary plans and specifications for the proposed Improvements (the "Preliminary Plans") to the Approving Agent for its approval. All Preliminary Plans must be prepared by an Architect (unless the Approving Agent otherwise agrees), must be in such form and contain such information as may be required from time to time by the Approving Agent as a condition to its review, and must include at least the following:

A. Such information as is then required by the City for site approval;

B. A site development plan showing all easements of record, all setback lines, and the location of all proposed Improvements, including structures, buildings, driveways,

parking areas, loading areas, walkways, landscaped areas, storage and refuse areas, fences, and walls;

C. A building layout for each building, showing all entryways, truck doors, loading docks, exterior doors and stairways, balconies and walkways;

D. A landscaping plan showing the location, type and size of planting material;

E. A sign and exterior lighting plan generally showing location, size, type and design;

F. A building elevation plan for each building or structure showing dimensions, materials and exterior color schemes (including color samples);

G. A preliminary grading and drainage plan in form and content sufficient for the Approving Agent to determine the general drainage system proposed for the Lot and the effects such system will have on the overall drainage system for the Bayside Technology Park;

H. A screening plan depicting the screening of all items required to be screened hereby or by the Approving Agent and showing the proposed location, dimension, materials and exterior color scheme (including color samples) for all such screening;

I. A site development summary setting forth the following: the gross area of the Lot both in acres (to the nearest 1/1000th) and in square feet; the Building Area in square feet; the percentage of Building Area to Lot area; the

number of stories and the gross area in square feet of each floor within all buildings on said Lot; the Paved Area in square feet (together with the percentage of Paved Area devoted to parking, driveway and storage uses, respectively); the percentage of Paved Area to Lot area; the total number of full-size, compact and handicapped parking spaces provided; the number of square feet of total floor space in all buildings on the Lot per parking space; the gross landscape area in square feet; the percentage of landscape area to Lot area; and the area in square feet of the landscaped planter boxes, islands, tree wells and the like located in the Paved Areas used for parking;

J. A statement of the proposed use of the Lot and structures described in said Preliminary Plans; and

K. A certificate by the Architect or other preparer of such Plans certifying that he has read and understands the provisions of this Declaration, and that the Preliminary Plans comply therewith.

3.3 Approval of Preliminary Plans: With respect to Preliminary Plans properly submitted for approval:

A. Approval of Preliminary Plans will be based, in general, on whether the proposed Improvements are aesthetically pleasing and compatible with other contemplated, proposed or present Improvements within Bayside Technology Park. The Approving Agent may take into account, among other things, adequacy of site dimensions, conformity and harmony of

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external design with other contemplated, proposed or present Improvements within Bayside Technology Park, effect of location and use of the proposed Improvements on nearby Lots, quality and/or appearance of proposed construction methods and/or materials (with consideration being given to how and to what extent the proposed Improvements will deteriorate with age), and any other factor relating to the impact of the proposed Improvements on other Lots and/or the aesthetics of the proposed Improvements (both by itself and in relation to other contemplated, proposed or present Improvements within Bayside Technology Park). The Approving Agent shall have no duty or responsibility to review any Preliminary Plans to determine, evaluate or review (i) the structural safety or integrity of proposed Improvements, (ii) the suitability or adequacy of the proposed design or layout for any use or purpose, (iii) compliance with the provisions of Article 4 and/or Article 5 hereof, and/or (iv) compliance with governmental regulations governing the construction or use of the proposed improvements, all of said items being the sole responsibility of the Owner. Similarly, the Approving Agent shall not be concerned with interior design of proposed Improvements, except to the extent the interior design affects exterior appearance, traffic patterns (both pedestrian and automobile), usage of parking, and the like. However, without limiting the generality of the foregoing, the Approving Agent

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may disapprove any Preliminary Plans on any reasonable ground, including, but not limited to, any of the following:

(1) Failure to comply with any of the provisions of this Article 3;

(2) Failure to include any item or information in such plans and specifications which is expressly required hereby or is reasonably requested by the Approving Agent;

(3) Unless the Approving Agent has otherwise previously agreed, failure to have such plans and specifications prepared by an Architect in the form required hereby;

(4) Inadequacy of the proposed number of onsite parking spaces considering the contemplated use or future possible use of the Improvements proposed;

(5) Objection to the location of any Improvement, including objection based on the proposed location in relation to other Lots and/or other Improvements (contemplated, proposed, or present) within the Bayside Technology Park;

(6) Objection to the proposed grading plan and/or drainage system;

(7) Objection to the exterior design, appearance, construction materials, color scheme, finish, proportions, style or architecture, height, bulk and/or appropriateness of any Improvement, including objection based on incompatibility, inappropriateness, or lack of harmony in relation

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to other Improvements (contemplated, proposed, or present) within the Bayside Technology Park;

(8) Objection to the proposed landscaping plan and/or landscaping materials, including objection based on incompatibility, inappropriateness, or lack of harmony in relation to other landscaping plans and/or landscaping materials contemplated, proposed, or present within the Bayside Technology Park;

(9) Failure to comply with any of the limitations set forth in Article 4 below, unless a variance has been granted in accordance with paragraph 4.16; and/or

(10) Objection based on any other reason or matter which, in the judgment of the Approving Agent, would render the proposed Improvement(s), in whole or in part, incompatible with, inappropriate to, or inharmonious with the general plan for improvement of Bayside Technology Park or any other Improvements (contemplated, proposed, or present) within the Bayside Technology Park.

B. The Approving Agent may, from time to time, enact (or amend existing) additional criteria for landscape approval, setting forth any requirements the Approving Agent may deem desirable regarding landscaping, such as specifying which portions of landscaped areas must be planted in sod lawns; which types of plantings are permitted in nonlawn areas; which types of plantings are prohibited; any requirements governing placement of irrigation systems, trees,

raised planter boxes, and the like; and/or any other matter concerning landscaping. The existence of any such criteria shall not limit the right of the Approving Agent to disapprove any landscape plans or specifications submitted for review, even if such plans or specifications conform to such criteria.

C. The Approving Agent may conditionally approve Preliminary Plans submitted for review. In such event, the Preliminary Plans will be deemed approved. However, the Approving Agent will have no obligation to approve corresponding "Final Plans" (below defined) until each condition imposed in the Preliminary Plan Approval is either satisfied or waived in writing by the Approving Agent.

D. Any Preliminary Plan Approval granted shall be valid and effective for a period of twelve (12) months only (the "Preliminary Plan Approval Period"). If the Applicant has not submitted corresponding Final Plans to the Approving Agent within said twelve (12) month period, then the Preliminary Plan Approval shall be deemed revoked unless the Approving Agent, upon request made by the Applicant in writing prior to the expiration of said twelve (12) month period, extends in writing the time for submitting Final Plans. Such extensions shall not be unreasonably withheld; provided, however, the Approving Agent shall not be obligated to grant extension(s) exceeding thirty-six (36) months in the aggregate.

3.4 Final Plans: Following approval or conditional approval of Preliminary Plans and prior to the expiration of

the Preliminary Plan Approval Period, the Applicant may submit, in duplicate, final plans and specifications for the proposed Improvements (the "Final Plans") to the Approving Agent for its approval. All Final Plans must be prepared by an Architect and be in such form and contain such information as may from time to time be required by the Approving Agent as a condition to its review and must include such information as is then required by the City (or its successor jurisdiction) for the issuance of a building permit.

3.5 Approval of Final Plans: With respect to Final Plans properly submitted for approval:

A. Approval of the Final Plans will be based on whether they conform to their corresponding approved or conditionally approved Preliminary Plans and, if the Preliminary Plans have been conditionally approved, whether all conditions to Preliminary Plan Approval have been satisfied or waived. The Approving Agent shall be under no obligation to approve Final Plans, even if they strictly conform to their corresponding approved Preliminary Plans, unless the Applicant shall have also obtained a Grading and Drainage Plan Approval from the Bayside Technology Park Drainage System Maintenance Association. The Approving Agent may also disapprove any Final Plans on any of the following grounds:

(1) Failure to comply with any of the provisions of this Article 3;

(2) Failure to include any item or information in such plans and specifications which is expressly required hereby or is reasonably requested by the Approving Agent; and/or

(3) If the Final Plans disclose any items not included in the approved Preliminary Plans and such items would not have been approved had they been then disclosed in the Preliminary Plans.

B. Any Final Plan Approval granted shall be valid and effective for a period of twelve (12) months only (the "Final Plan Approval Period"). If the Applicant has not commenced construction of Improvements in accordance with the Final Plans so approved within said twelve (12) month period, then the Final Plan Approval shall be deemed revoked unless the Approving Agent, upon request made by the Applicant in writing prior to the expiration of said twelve (12) month period, extends in writing the time for commencing construction. Such extensions shall not be unreasonably withheld; provided, however, the Approving Agent shall not be obligated to grant extension(s) exceeding thirty-six (36) months in the aggregate.

3.6 Changes to Appearance of Existing Improvements:

Once constructed, the appearance of an Improvement, including its exterior surface or landscaping, shall not be altered or changed, in color or otherwise, without first obtaining the Approving Agent's written approval. Plans for such

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alterations or changes shall be submitted to the Approving Agent first in preliminary form (for review and approval in accordance with paragraph 3.3) and then in final form (for review and approval in accordance with paragraph 3.5), unless otherwise agreed in writing by the Approving Agent.

3.7 Signs: No sign shall be erected, placed, constructed, removed, substantially remodeled, rebuilt or reconstructed on any Lot except in accordance with plans therefor, first approved in writing by the Approving Agent. Sign plans submitted for approval must show the type (e.g., monument sign), layout, dimensions, location, construction materials and method of construction (including color samples), and proposed method of lighting (if any) of the proposed sign and such additional information as the Approving Agent may reasonably request. Unless a variance has been granted pursuant to paragraph 4.16, all signs must conform to any sign criteria, enacted pursuant to paragraph 4.15, in effect at the time sign approval is granted. However, the existence of such sign criteria shall not limit the right of the Approving Agent to disapprove any sign plans submitted for review, even if such plans conform to such criteria.

3.8 Plan Review Fees: Plan review fees shall be paid to the Approving Agent as follows:

A. For each Lot, concurrently with each submission of Preliminary Plans or revised Preliminary Plans for review and approval, the Applicant shall pay a review fee equal to:

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(1) Two Hundred Fifty Dollars (\$250.00) when the plans submitted are prepared by an Architect (or such increased amount as the Approving Agent may reasonably charge, provided such increased fee is uniformly applied); and

(2) Five Hundred Dollars (\$500.00) in all other cases (or such increased amount as the Approving Agent may reasonably charge, provided such increased fee is uniformly applied).

B. For each Lot, concurrently with each submission of Final Plans, the Applicant shall pay a review fee equal to Five Hundred Dollars (\$500.00) (or such increased amount as the Approving Agent may reasonably charge, provided such increased fee is uniformly applied).

C. For each Lot, concurrently with each submission of sign plans for approval pursuant to paragraph 3.7, if such sign plans are submitted separately from Preliminary Plans or Final Plans for the Lot on which the proposed sign is to be located, the Applicant shall pay a review fee equal to Fifty Dollars (\$50.00) (or such increased amount as the Approving Agent may reasonably charge, provided such increased fee is uniformly applied).

3.9 Result of Inaction: If the Approving Agent fails either to approve, conditionally approve, or disapprove any given set of proposed Preliminary Plans, proposed Final Plans, or proposed sign plans within thirty (30) days after the same has been properly submitted to it for review hereunder (i.e.,

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prepared by an Architect in the required form, with all required information, and with all applicable plan review fees paid in full), then it shall be conclusively presumed that the Approving Agent has approved said set of plans; provided, however, that if within said thirty (30) day period, the Approving Agent notifies the Applicant in writing that more time is required for review of such plans, then said thirty (30) day period shall be extended for up to thirty (30) days, as set forth in said notice. The date of submission for the purposes of this paragraph shall be the date of submission of the plans in question or the date of payment of the applicable review fee required by paragraph 3.8, whichever is later.

3.10 Owner Covenants: Each Owner covenants and agrees that:

A. It will not erect, place, construct, remove, substantially remodel, rebuild, or reconstruct any Improvement on any Lot(s) until Final Plans therefor have been approved by the Approving Agent in accordance herewith and until all required governmental licenses, permits and approvals have been obtained.

B. It will not erect, place, construct, remove, substantially remodel, rebuild, or reconstruct any sign until plans therefor have been approved by the Approving Agent in accordance herewith and until all required governmental licenses, permits and approvals have been obtained.

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C. All Improvements constructed, installed and located on its Lot(s) shall be constructed, installed and located only in accordance with Final Plans therefor approved by the Approving Agent in accordance with the provisions of this Article 3.

D. All signs constructed, installed and located on its Lot shall be constructed, installed and located only in accordance with the sign plans therefor approved by the Approving Agent in accordance with the provisions of this Article 3.

E. Failure to comply with the covenants contained in this paragraph 3.10 shall constitute a breach of this Declaration and subject the defaulting party or parties to all the remedies or enforcement procedures available hereunder or at law or in equity.

3.11 Statements of Approved Plans: Upon the written request of any Owner of a Lot, the Approving Agent will supply to such Owner a Statement of Approved Plans, describing in reasonable detail any Final Plans and/or sign plans approved for such Lot and setting forth the then expiration date of the Final Plan Approval Period for such Plans. Except as above set forth and as set forth in paragraph 7.9, in no event or circumstance will the Approving Agent be obligated in any way to make or give any statement or certification (oral or written) regarding compliance with this Article 3 or any other provision of this Declaration.

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3.12 No Approving Agent: If there is no Approving Agent then serving, then any approval of plans and specifications given by a governmental authority having power of approval over the same shall be deemed to have also been given by an Approving Agent in accordance with this Article 3.

3.13 Limitation on Liability: None of the Declarants, nor the Approving Agent, shall be liable to any Applicant, Owner, lessee, licensee or occupant of any Lot for any damage, loss, claim, liability or prejudice suffered, claimed or incurred on account of, resulting from, or in any way connected with:

A. The approval or disapproval of any plans and/or specifications, whether or not defective;

B. The design of, the manner of construction of, or the building materials used in the construction of any Improvement, whether or not constructed pursuant to or in accordance with approved plans and specifications;

C. The use to which any Improvements are put; or

D. The appearance of, or the effect on other Lots of, any Improvement, whether or not constructed pursuant to or in accordance with approved plans and specifications.

ARTICLE 4

RESTRICTIONS ON CONSTRUCTION OF IMPROVEMENTS

4.1 General: The restrictions imposed by this Article 4 shall apply, whether or not there is an Approving Agent serving.

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4.2 Utility Lines: All onsite utility and other transmission lines (including lines for oxygen, argon, nitrogen and/or other gases) shall be placed underground.

4.3 Coverage: The Building Area of any Lot shall not exceed 37.5% of the total square foot area of such Lot.

4.4 Location of Buildings or Structures: No building or structure (including roof overhangs, decks, trash enclosures, and the like) shall be located closer than:

A. Twenty-Five (25) feet, at its nearest point (measured horizontally), from a property line fronting any street (projected vertically to the same elevation);

B. Ten (10) feet, at its nearest point (measured horizontally), from any property line not fronting on any street (projected vertically to the same elevation); or

C. Five (5) feet, at its nearest point (measured horizontally), from the nearest boundary line of any Lagoon Landscape Easement (projected vertically to the same elevation).

4.5 Location of Paved Areas: Except as provided in paragraph 4.6, no Paved Area shall be located closer than:

A. Fifteen (15) feet, at its nearest point, from a property line fronting on a street;

B. Eight (8) feet, at its nearest point, from a property line not fronting on a street;

C. Five (5) feet, at its nearest point, from any Lagoon Landscape Easement;

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D. Eight (8) feet plus the amount of any roof overhang, at its nearest point, from the front of any building or structure; or

E. Five (5) feet plus the amount of any roof overhang, at its nearest point, from the side of any building or structure.

4.6 Exceptions to Paragraph 4.5: The provisions of paragraph 4.5 notwithstanding, Paved Areas may be located in the following areas for the following purposes:

A. Standard-width driveways for ingress to and/or egress from a street may be located in the area described by paragraph 4.5A (but not the portion thereof described by paragraph 4.5B), if placed substantially at right angles to such street; and/or

B. One standard-width walkway for ingress to and/or egress from a street may be located in the area described by paragraph 4.5A (but not the portion thereof described by paragraph 4.5B), if placed substantially at right angles to such street; and/or

C. Standard-width common driveways for mutual use by adjoining Lots for ingress to and/or egress from a street may be located in the area described by paragraph 4.5B (including the portion thereof described by paragraph 4.5A, but not the portion described by paragraph 4.5C), if placed so as to be equally on each Lot benefited; and/or

D. Standard-width driveways across property lines for purposes of connecting adjacent Lots may be located in the area described by paragraph 4.5B (but not the portions thereof described by paragraphs 4.5A and 4.5C); and/or

E. Driveways or walkways for ingress to and/or egress from buildings or structures may be located in any of the areas described in paragraphs 4.5D and 4.5E, if placed adjacent and substantially at right angles to the entrance served thereby.

4.7 Landscaped Areas: With respect to each Lot (except for vacant or undeveloped Lots, see paragraph 5.8E) all areas, except those actually covered by buildings, structures or pavement, must be landscaped. In addition, any Paved Area used for parking must contain landscaping, in the form of planter boxes, islands, tree wells, or the like evenly disbursed throughout such area, of not less than three (3) square feet of landscaping for each parking stall. In no event shall the total landscaped area of any Lot be less than the minimum area which would have been required to be landscaped, had none of the exceptions set forth in paragraph 4.6 been permitted. If parking areas are located between the front of a building and a street or between a building or structure and a Lagoon Landscape Easement, then landscape screening (in the form of landscaped land contouring, mounds, or berms and/or plantings), broken only by driveways or walkways, must be located between the parking area and such

street or easement so as to minimize the visual impact of vehicles parked in such areas on neighboring property.

4.8 Loading Areas: Truck doors, loading docks, truck loading areas, or other similar facilities ("Loading Areas") shall be either appropriately screened so as to minimize their visual impact on neighboring property or, alternatively, located at least seventy-five (75) feet from any Lagoon Landscape Easement or any property line. In no event may any Loading Areas be located between the front of any building or structure and a street, and in all events all Loading Areas must be screened so that they are not visible from any adjacent street.

4.9 Tank Farms: All tank farms must be located between the rear of a building and the rear property line (or, in the case of a corner Lot, the side) and must be fully enclosed by screening walls so that no part of the tank farm is visible from neighboring property. The screening walls (i) must be attached to a building or located immediately adjacent thereto so as to give the appearance of being an integral part of said building; (ii) must be designed so as to be architecturally compatible with, and constructed using materials and a manner of construction similar in finish, appearance, and durability to those used in the construction of, said building; (iii) may not exceed in height, at their highest point, the height of the parapet wall of said building at the point nearest to the tank farm; and (iv) may not have a Building Area (measured

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from the exterior of said screening walls) in excess of five percent (5%) of the total Building Area of said building.

4.10 Refuse Collection Areas: All outdoor refuse collection areas must be located between the rear of a building and the rear property line (or, in the case of a corner lot, the side) and separately enclosed, so as to create a trash enclosure. Trash enclosures must be constructed using the same materials and manner of construction as the building(s) served. Trash enclosures may be, but need not be, attached to a building or structure.

4.11 Exterior Wall Installations: No utility service panels, switch gear, drain pipes, ladders, utility transmission lines or pipes, valves, ducts, wires or cables or the like shall be attached to the exterior surface of any exterior wall, and all such items must be located within (or within the wall of, if appropriate) the building they service. Such items include, without limitation, rain gutters and downspouts; fire sprinkler risers; roof access ladders; electrical meters or panels, "hot gutters," or conduit; and heating, ventilation or air conditioning ducts. However, if such an item must be located on the outside of an exterior wall in order to comply with applicable law, then, to the minimum extent required to comply with law, such item may be located on the building exterior, but only if (i) such item is located as far as reasonably possible from any street and (ii) such

item is inset into a wall alcove or screened, all so as to minimize its visual impact on neighboring property.

4.12 Rooftop Installations: All electrical, mechanical, air conditioning and other building rooftop installations shall be screened, so that they are not visible from neighboring property, in a manner architecturally compatible with the building on which they are located, using materials and a manner of construction similar in finish, appearance and durability to such building.

4.13 Outdoor Utility Services: Electrical transformers, water or gas shut-off valves, and the like shall be located inside a building or structure, unless required by law or the appropriate utility supplier to be located outside buildings and structures. All such facilities so required to be outside a building or structure shall be located in an area, and screened in a manner, so as to minimize the visual impact of such facilities on neighboring property.

4.14 Metal Buildings: No metal-clad buildings, buildings or structures constructed with corrugated metal exterior walls, or so-called "Butler type" buildings shall be constructed within the Bayside Technology Park. However, this paragraph shall not prohibit (i) metal architectural elements of building walls if less than twenty-five percent (25%) of the total wall area or (ii) metal roofs.

4.15 Sign Criteria: The Approving Agent may, from time to time, enact (or amend existing) sign criteria, setting

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forth any requirements the Approving Agent may deem desirable regarding signs, such as specifying permitted or prohibited types, nature or purpose, sizes, shapes, colors, construction materials, and/or locations. Upon Recordation, said sign criteria shall have the same force and effect as if they were set forth in and were part of this Declaration. In addition, as to any Owner having actual knowledge of such sign criteria, such sign criteria shall have the same full force and effect, and may be enforced against such Owner, as if they were a part of this Declaration. However, the Recording of such sign criteria, or the amendment of existing sign criteria, will not affect any sign approval previously granted.

4.16 Variance by Approving Agent: The Approving Agent shall have the exclusive right (but not the obligation) to grant variances or waivers of all or any of the restrictions set forth in this Article 4. The Approving Agent may grant such waivers and variances as and to the extent it determines, in its absolute and uncontrolled discretion, then to be necessary or appropriate for the successful development of Bayside Technology Park. No variances or waivers may be granted if there is no Approving Agent then serving; however, variances and waivers previously granted shall be unaffected. Any variance or waiver granted hereunder must be in writing; must specifically set forth the variance or waiver granted; and must be signed, dated and Recorded by the Approving Agent. Any such variance or waiver shall be binding upon all the

Owners upon its Recordation. In no event shall any Approving Agent have any liability whatsoever by reason of its granting or refusing or failing to grant any such variance or waiver.

ARTICLE 5

RESTRICTIONS ON USE AND OCCUPANCY

5.1 General: The restrictions imposed by this Article 5 shall apply, whether or not there is an Approving Agent serving.

5.2 Permitted Uses: Unless otherwise specifically prohibited herein, or by applicable law, any business or industrial use will be permissible within Bayside Technology Park if it is performed or carried out in conformity with this Declaration and all applicable laws and regulations. Permitted uses will include light manufacturing, storage, wholesaling, office uses, laboratory uses, professional uses and research and development.

5.3 Conditional Uses: Paragraph 5.2 notwithstanding, the following conditional uses will be a "permitted use" hereunder only upon the review and approval of the specific use by all governmental agencies having jurisdiction over the same and also by the Approving Agent. The Approving Agent shall have the exclusive right (but not the obligation) to grant the approval of conditional uses required by this Article 5. The Approving Agent may grant such approvals as and to the extent it determines, in its absolute and uncontrolled discretion, then to be necessary or appropriate for

the successful development of Bayside Technology Park. No such conditional use approval may be granted if there is no Approving Agent then serving; however, approvals previously given shall be unaffected. Any approval granted hereunder must be in writing; must specifically set forth the approval given and the conditional use being approved; and must be signed, dated and Recorded by the Approving Agent. Any such approval by an Approving Agent shall be binding on all the Owners upon its Recordation. In no event shall any Approving Agent have any liability whatsoever by reason of its granting or refusing or failing to grant any such approval. Such conditional uses are the following:

- A. Motor vehicle service stations;
- B. Ancillary commercial uses reasonably required for the convenience of occupants of the Bayside Technology Park (including, but not limited to hotels; banks and/or savings and loan companies; fast food, delicatessen-type and/or sit-down restaurants; post offices; cleaners; and barber and/or beauty shops);
- C. Manufacture and testing of food products and pharmaceuticals;
- D. Transmitters, repeater stations and towers for transmission of radio, television, and/or microwave signals;
- E. Towers and relay stations for telephone and electric lines and/or transmission of electrical energy and telephone signals;

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F. Public utility facilities;

G. Trade schools.

5.4 Prohibited Uses: The following general types of operations and uses shall not, in any event, be permitted on any property subject to this Declaration (with this provision being liberally construed so as to not be limited to being a prohibition of certain precisely described uses, but rather a prohibition of categories of uses, inclusive of uses substantially similar or related to the specific uses listed below):

A. Residential;

B. Trailer courts;

C. Labor camps;

D. Junk yards;

E. Drilling for, mining of, and/or removal of rock, minerals, oil, gas or other hydrocarbon substances (except that this provision shall not be deemed to prohibit the entry of a subject property below a depth of five hundred [500] feet for such purposes);

F. Commercial excavation of building or construction materials;

G. Distillation of bones;

H. Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse;

I. Fat rendering;

J. Stock yard or slaughter of animals;

- K. Refining of petroleum or of its products;
- L. Smelting of iron, tin, zinc or other ores;
- M. Tanning animal hides;
- N. Jail or honor farms;
- O. Flea markets;
- P. Trucking establishments;
- Q. Textile manufacture;
- R. Retail or wholesale sales operations which employ or conduct "parking lot" or other outdoor sales;
- S. Veterinary hospitals;
- T. Laundry, cleaning and dyeing plants;
- U. Automobile or truck dealerships;
- V. Reclamation of precious metals;
- W. Auctions;
- X. Fabrication of wood products.

5.5 Use of Paved Areas: Paved Areas (exclusive of enclosed storage areas) shall be used only for the daily parking and/or movement of motor vehicles in accordance with the purpose and design of such area, pedestrian walkways, and, where specifically designed for such purpose, the loading and unloading of trucks, vans and other delivery vehicles. In no event shall any Paved Area be used for the overnight or other storage of any vehicles, except that operable business vehicles owned by the occupant(s) of a Lot may be stored overnight (and over weekends and holidays) on the Paved Areas of such Lot, if parked between the rear of building and the rear

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property line and parked so as to not be visible from any street.

5.6 Emissions: No use shall be permitted to exist or operate any Lot which:

A. Discharges any waste, liquid, substance or material of any kind into any public or private storm drainage system serving all or any part of the Bayside Technology Park which could damage or impair the operation of such system;

B. Produces glare or heat or emits odors, fumes or dust discernible by a person, without instruments, from any point along such Lot's property lines; or

C. Creates a ground vibration that is perceptible by a person, without instruments, at any point along such Lot's property lines.

5.7 Outside Storage and Refuse Collection Areas: No materials, inventory, supplies, inoperable vehicles, boats, recreational vehicles, equipment, or the like may be stored in any area on a Lot except inside a closed building. All trash, debris, rubbish and refuse must be collected and stored inside a closed building, or inside a trash enclosure constructed in accordance with Article 4, so as not to be visible from neighboring property and must be regularly removed from each Lot.

5.8 Maintenance of Property: The Owner of each Lot shall at all times keep and properly maintain:

A. The exterior surfaces of all completed buildings, structures, screening walls, enclosures, and other similar improvements situated thereon in accordance with approved Final Plans and in a clean, sightly and wholesome condition and in a good state of repair. Painted surfaces must be periodically repainted so as to maintain a well-kept appearance.

B. All landscaped areas of such Lot in accordance with approved Final Plans and in a weed-free, well-watered, and good condition, with all dead or dying plant materials promptly removed and replaced. Such maintenance shall be done on a regular and periodic basis by a professional landscape maintenance service or gardener. Each Owner of a Lot shall provide, install, and maintain an automatic underground landscape irrigation system sufficient to properly irrigate all landscaped areas within said Lot.

C. All Paved Areas of such Lot in accordance with approved Final Plans, with all-weather surfaces and free of potholes, ruts, and the like. Each parking space shall be designated by lines painted on the paved surfaces and shall be periodically restriped as necessary. All Paved Areas must be regularly and periodically swept, so as to be kept free of the accumulation of leaves, debris, silt and the like.

D. All storm drainage inlets and silt collection boxes located on such Lot free of leaves, debris, silt and the like. Such inlets and collection boxes must be thoroughly

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cleaned at least once during each calendar year, between September 15th and October 15th.

E. All vacant or undeveloped areas of such Lot in a weed-free, sightly and wholesome condition, free of trash, debris and abandoned items or materials.

F. All construction sites on such Lot in a clean condition, free of construction debris and rubbish, in accordance with good construction practices.

5.9 Nuisances: No noxious or offensive activity or use shall be carried on or permitted at any Lot, nor shall anything be done on any Lot which is or may be or become an annoyance or nuisance to the Owners or occupants of other Lots or which is or may be or become hazardous by reason of danger or increased risk of fire or explosion or any other hazard.

5.10 Damage or Destruction: In the event of a damage to or destruction of an Improvement on a Lot, the Owner of such Lot shall, within a reasonable time (i) restore, repair or reconstruct such Improvement (in a manner complying with this Declaration) or (ii) raze and remove such Improvement.

ARTICLE 6

SUBSTITUTION, RESIGNATION, REMOVAL AND/OR

APPOINTMENT OF APPROVING AGENT

6.1 Substitution: The then serving Approving Agent may substitute a new Approving Agent to serve in its place at any time:

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A. Without the consent of any Owner if the substituted Approving Agent is a partnership, corporation, association or trust which (i) is controlled by the withdrawing Approving Agent or a majority of its owners or principals; (ii) is the successor to the withdrawing Approving Agent by reason of its reorganization, merger or consolidation; or (iii) is the purchaser of all or substantially all of the assets of the withdrawing Approving Agent. Such substitution shall be effective upon the Recording of a Notice of Substitution, executed by the withdrawing Approving Agent and the substituted Approving Agent only and setting forth the name and address of the substituted Approving Agent and the effective date of its substitution. A copy of such notice shall be given to all the Owners within five (5) business days of the date of such Recording.

B. In all other cases, with the consent of the Owners of fifty-one percent (51%) of the land within Bayside Technology Park. Such substitution shall be effective upon the Recording of a Notice of Substitution as provided in subparagraph A above, except that the notice must also be executed by at least the requisite number of Owners. A copy of such notice shall be given to all the other Owners.

5.2 Resignation: The then serving Approving Agent may resign as Approving Agent, at any time, by Recording a Notice of Resignation and by giving a copy of such notice to all the Owners within five (5) business days of the date of such

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Recording. Such resignation shall be effective on the date specified in such Notice, but not sooner than thirty (30) days after the date of its Recordation.

6.3 Removal: The then serving Approving Agent may be removed at any time:

A. Upon the written demand of the Owners of sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the land within Bayside Technology Park, provided such Owners have appointed a replacement Approving Agent who has agreed to serve as Approving Agent effective upon the removal of the then serving Approving Agent. Such removal shall be effective upon the Recording of a Notice of Removal, executed by the replacement Approving Agent and at least the requisite number of Owners, setting forth the name and address of the replacement Approving Agent. A copy of such notice shall be given to all the other Owners and to the removed Approving Agent.

B. Upon the written demand of the Owners of seventy-five percent (75%) of the land within Bayside Technology Park. Such removal shall be effective upon the Recording of a Notice of Removal, executed by at least the requisite number of Owners. A copy of such notice shall be given to all the other Owners and the removed Approving Agent.

6.4 Discharge: Each Owner, on its own behalf and on behalf of its successors, hereby agrees that from and after the effective date of an Approving Agent's substitution, removal, or resignation in accordance with paragraphs 6.1, 6.2

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or 6.3 above, said Approving Agent shall be discharged and relieved from any and all duties and obligations hereunder.

6.5 New Appointment: If there is no Approving Agent then serving (e.g., after resignation or removal of an Approving Agent without replacement), the Owners of fifty-one percent (51%) of the land within Bayside Technology Park may appoint a new Approving Agent (or form an association, incorporated or unincorporated, to serve as Approving Agent [an "Association"]). However, the Owners may so form an Association only if the Association makes membership available to all Owners and its decisions are made on the basis of majority vote with voting power assigned proportionately based on the number of square feet of land within the Bayside Technology Park owned by each Owner (or by a board of directors or committee whose members are elected on the same basis). Any such appointment shall be effective only upon the Recording of a notice of appointment, executed by the new Approving Agent and the requisite number of Owners. A copy of such notice shall be given to all the Owners.

ARTICLE 7

ENFORCEMENT

7.1 Inspections: The Approving Agent or its authorized representative, but no Owner (or other Owner if the Approving Agent is also an Owner), shall have the right, on not less than three (3) full business day's prior written notice, to enter upon any lot and inspect the exterior of any

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Improvements thereon, during normal business hours and subject to reasonable security requirements, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with. The Approving Agent, or its authorized representative, shall not be deemed guilty of, or to have committed, trespass by reason of entry upon any Lot in accordance with the right of entry granted by this paragraph or by paragraph 7.2 below.

7.2 Abatement: The violation and/or breach of any restriction or requirement herein, which continues for more than thirty (30) days after written notice to cure has been given by the Approving Agent to the Owner of the Lot in question, shall give to the Approving Agent, or its authorized representative (but no other Owner), the right to enter upon such Lot, on not less than five (5) full business day's prior written notice of its intent to do so, and summarily abate and remove, at the sole cost and expense of said Owner and without liability on the part of the Approving Agent, any structure, thing or condition that may be or exist thereon which is in violation and/or breach of any restriction or requirement herein. The Approving Agent shall have the right to (i) specially assess said Lot and said Owner and (ii) Record a lien against said Lot, all in accordance with the provisions of this Article 7, in order to obtain reimbursement of such costs and expenses. Said assessment shall be due on written demand by the Approving Agent.

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7.3 Owner's Assignment of Right to Enforce: Each Owner, on its own behalf and on behalf of its successors, hereby assigns to each successive Approving Agent, during its tenure in such capacity, a right to bring actions at law or in equity to enforce the provisions of this Declaration and/or the obligations of other Owner(s) hereunder. Therefore, without limiting the generality of the foregoing, the Approving Agent may bring legal action against any person or entity who has or is alleged to have violated, or is attempting to violate or breach any of the provisions of this Declaration, to enjoin or prevent them from doing so, to cause said violation or breach to be remedied, to recover damages for said violation or breach, and/or to declare the parties' rights, duties and obligations hereunder. No Owner shall bring any action to enforce the provisions of this Declaration and/or the obligations of any other Owner hereunder without first giving the Approving Agent the opportunity to bring such action. However, the Approving Agent shall have no duty to enforce this Declaration or to investigate any actual or alleged violation or breach hereof. Therefore, if the Approving Agent fails to take action within thirty (30) days from the written demand by any Owner to take action with respect to any alleged breach or violation of any of the provisions of this Declaration or if the Approving Agent notifies any Owner in writing that it does not intend to take action with respect to the breach or violation alleged in such demand or if there is

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no Approving Agent serving at the time an Owner desires to make such demand, then any Owner may bring legal action to enforce the provisions contained in this Declaration with respect to said alleged breach or violation. In no event shall any Approving Agent have any liability whatsoever for its failure or refusal to take any action to enforce the provisions of this Declaration or to investigate any actual or alleged breach or violation hereof.

7.4 Deemed Nuisance: The result of every action or omission whereby any provision of this Declaration is breached or violated in whole or in part is hereby declared to be and to constitute a nuisance, and every right or remedy allowed by law or equity against a nuisance shall be available to quash such breach or violation. All remedies provided for herein, or at law or in equity, shall be cumulative and are not exclusive. No failure to exercise a right or remedy with respect to a breach or violation of a provision of this Declaration (nor any delay in exercising such right or remedy) shall be deemed a waiver of such violation or such provision or any other provision hereof.

7.5 Assessment for Costs of Enforcement: In order to insure that the Approving Agent has sufficient funds to enforce the provisions of this Declaration and the obligations of the Owners hereunder, each Owner agrees, on its own behalf and on behalf of the successive owners of its Lot(s), that the Approving Agent shall have the right and power to specially

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assess all the Lots and their Owners for the reasonable costs and expenses paid or incurred (or reasonably reserved for) by the Approving Agent in connection with said enforcement and/or its defense of any action to set aside or declare invalid any provision hereof. The Approving Agent need not obtain the consent of any Owner in order to create the obligation to pay assessments levied hereunder. All such costs and expenses shall be specially assessed against all the Lots and their respective Owners, with each Lot bearing the share of the same equal to the percentage obtained when the number of gross square feet contained within such Lot is divided by the total number of gross square feet within all Lots. In this regard:

A. The amount of such assessment shall be as reasonably determined by the Approving Agent. The special assessment shall be levied by the Approving Agent giving a written notice of such special assessment to the Owners of each Lot, which notice must set forth the amount then being assessed against such Lot and its Owner; the purpose, in reasonable detail, for which the assessment is levied; and the Approving Agent's then best estimate of any additional funds which may be needed in the future. If payable more than ten (10) days in the future, the due date of a special assessment shall be set forth in such notice. If no due date is set forth in such notice, a special assessment is due and payable within ten (10) days of its date.

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B. Each Owner acknowledges that the late payment of any special assessment will cause the Approving Agent to incur certain costs and expenses not contemplated under this Declaration, the exact amounts of which are extremely difficult or impractical to fix. Such costs and expenses will include, without limitation, administrative costs and processing and accounting expenses. Therefore, if any assessment payment is not received by the Approving Agent from any Owner within ten (10) calendar days after the same becomes due, the delinquent Owner shall immediately pay to the Approving Agent a late charge in an amount equal to ten percent (10%) of the delinquent amount. Each Owner agrees that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to the Approving Agent for its loss suffered by reason of such Owner's failure to make timely payment. In no event shall this provision for a late charge be deemed to grant to any Owner a grace period or extension of time within which to pay any special assessment or prevent the Approving Agent from exercising any right or remedy available to it upon any Owner's failure to pay each special assessment when due. If any assessment payment remains delinquent for a period in excess of ten (10) calendar days, then, in addition to such late charge, the delinquent Owner shall pay the Approving Agent interest on all amounts due, from said tenth (10th) day until paid in full, at the lesser of eighteen

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percent (18%) per annum or the maximum interest rate then not prohibited by law.

C. The Approving Agent may not commingle proceeds of assessments levied hereunder with any other funds in its possession or control. The Approving Agent must maintain separate books and records showing the assessments collected and the expenditures thereof, and each Owner shall have the right to inspect such books and records upon reasonable request.

D. Upon completion of the purpose for which any given assessment was levied, any surplus remaining will be refunded to the Owners, pro rata in accordance with the amount paid pursuant to said assessment.

7.6 Lien for Payments and Priority: If the Owner of a Lot does not pay when due any special assessment levied against such Lot in accordance with paragraph 7.2 or 7.5, the Approving Agent may create a lien against such Lot to secure payment of each such delinquent assessment (and any other amount due hereunder) by Recording a written notice of lien (a "Notice of Lien") which (i) legally describes such Lot; (ii) specifies the total amount assessed against such Lot which is unpaid and such other information as the Approving Agent may desire; (iii) incorporates this Declaration by reference; and (iv) states that, pursuant to and in accordance with this Declaration, there is a lien against such Lot for the payment of unpaid assessments plus attorneys' fees, trustee's fees,

late charges, interest and other costs of collection as provided herein. The Approving Agent need not obtain the consent of any Owner in order to create such lien. The priority of such lien shall date from the date of Recording of the Notice of Lien, and the debt secured by such lien shall include all applicable late charges and interest, together with all costs, expenses and fees (including trustee's fees and legal fees) incurred or paid by the Approving Agent in connection with or as a result of a default in payment of said debt (or a cure of such default) and/or the foreclosure of said lien or the enforcement of any other right or remedy of the Approving Agent with respect to such debt and/or such lien. However, in no event shall any enforcement or foreclosure of any lien created hereunder or pursuant hereto, release, defeat, extinguish or render invalid (i) any lien for assessments levied by the Bayside Technology Park Drainage System Maintenance Association (levied pursuant to that certain "Adjoining Landowner's Agreement [Drainage]" separately Recorded with respect thereto) or (ii) any lien for assessments levied by the Bayside Technology Park Common Area Maintenance Association (levied pursuant to that certain "Adjoining Landowner's Agreement [Landscape]" separately Recorded with respect thereto) now or hereafter encumbering any Lot. Upon payment in full by an Owner of a delinquent assessment (including late charges and interest and costs of collection as aforesaid, as applicable) with respect to which

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a Notice of Lien has been Recorded, the Approving Agent shall cause an appropriate notice of payment and release of lien to be Recorded with respect thereto.

7.7 Foreclosure of Liens: If any Owner shall fail, in whole or in part, to make any payment as required by a notice of assessment and if a Notice of Lien has been Recorded with respect thereto, then, at any time after the Recording of said Notice of Lien, the Approving Agent may bring legal action to foreclose such lien or, in lieu of judicial foreclosure, may foreclose such lien by proceeding under the private power of sale herein given to the Approving Agent for the purpose of collecting delinquent assessment payment(s). Each Owner, on behalf of itself and the successive owner(s) of the Lot(s) owned by such Owner, hereby grants to the Approving Agent the right and power to foreclose (judicially or by private power of sale) any lien created pursuant to this Article 7 against the Lot(s) owned by such Owner for the purpose of collecting any delinquent amount then due hereunder from such Owner or the successive owners of such Lot(s). In this regard;

A. No steps shall be taken to proceed under the power of sale provided for herein until three (3) months after the date a notice of default, executed by the Approving Agent or its duly authorized representative, is Recorded stating (i) the amount claimed, (ii) a legal description of the Lot(s) subject to such lien, (iii) the name of the record owner(s) of the Lot(s) subject to such lien, (iv) the name and address of

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the Approving Agent as claimant and (v) such other information as may be required by law. In addition, a copy of said notice of default shall be posted on the Lot(s) subject to such lien and given to the then record owner(s) of such Lot(s) and such other parties as may be required by law, all in the manner required by law.

B. Any judicial foreclosure or foreclosure under the private power of sale provided for herein shall be conducted in accordance with the provisions of California law then applicable to or governing judicial foreclosures or private powers of sale under mortgages and deeds of trust (including those regarding notices and rights of redemption), or in any other manner then permitted or provided for by law. Such provisions of law include, as of the effective date of this Declaration, sections 580a and following and 725 and following of the California Code of Civil Procedure and sections 2920 and following of the California Civil Code (among other Code sections), all of which are incorporated herein by this reference. Each Owner agrees that if the Approving Agent shall elect to foreclose a lien created hereunder or pursuant hereto by exercise of its private power of sale, then the Approving Agent shall have the right to designate and appoint an agent to act for it in conducting and consummating such sale, and such designated agent shall be deemed an authorized person to conduct such sale and to convey title to the purchaser at such sale without covenant or

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warranty, express or implied. The recitals of any matters or facts in any deed given in any foreclosure or sale conducted pursuant to this paragraph 7.7 shall be conclusive proof, for all purposes, of the truthfulness thereof. The Approving Agent, by itself or through its duly authorized agent, shall have the power at any foreclosure or sale to bid on the Lot(s) subject to the lien being foreclosed (and may make a credit bid of the amount then owed) and to acquire and hold, lease, mortgage and/or convey the same.

C. Any monetary default hereunder may be cured, prior to the foreclosure of the lien created hereunder or pursuant hereto as a result of such default, by (and only by) the payment to the Approving Agent of the entire delinquent amount, including all applicable late charges and interest and all costs, expenses, or fees (including trustee's fees and legal fees) incurred or paid by the Approving Agent in connection with or as a result of said default or its cure and/or the foreclosure of said lien or the enforcement of any other rights or remedy of the Approving Agent with respect to such debt and/or such lien. Following a cure of a default for which a notice of default was Recorded pursuant to paragraph 7.7A, the Approving Agent shall file or Record, as the case may require, an appropriate notice of payment and release of lien with respect thereto.

D. The liens created hereunder and the rights of judicial foreclosure or private sale hereby created shall be

in addition to any other right or remedy which the Approving Agent may have hereunder, or at law or in equity, with respect to the timely payment of assessments, the enforcement of this Declaration, or any event of a default hereunder.

7.8 Nonuse and Abandonment: No Lot nor its Owner may escape liability for the special assessments provided for herein by reason of such Owner's abandonment or nonuse of its Lot(s).

7.9 Assessment Statement: Any Owner of a Lot or the holder of any lien against a Lot may, by written request, obtain from the Approving Agent a written statement setting forth the amount of any special assessment against such Lot which is outstanding, including amounts which are delinquent or assessed but not yet due and payable (an "Assessment Statement"). If the Approving Agent fails to supply an Assessment Statement within fifteen (15) business days of its receipt of such written request, then, subject to the following sentence it shall be conclusively deemed that there are no outstanding assessments against such Lot as of the date of such written request. However, if an unreleased Notice of Lien is Recorded against a Lot in accordance herewith, then (whether or not an Assessment Statement has been supplied and regardless of any fact set forth therein) in no event shall any subsequent purchaser or encumbrancer of such Lot, for any purpose, be a bona fide purchaser or encumbrancer for value

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without notice of the assessment and other charges described in such unreleased Recorded Notice of Lien.

ARTICLE 8

DURATION, MODIFICATION AND REPEAL

8.1 Duration of Declaration: This Declaration, and all of the covenants, conditions, restrictions and agreements contained herein, shall continue and remain in full force and effect, with respect to all the property and each part thereof now or hereafter made subject hereto, until January 1, 2024 (subject, however, to the right to sooner terminate, extend, modify or amend as provided for herein).

8.2 Termination and Modification: This Declaration or any provision hereof, may be terminated, extended, modified or amended, provided such change is uniformly applied to the whole of the Bayside Technology Park, as follows:

A. If there is an Approving Agent then serving, only by the Recorded written consent of the Approving Agent plus the Owners of sixty-six and two-thirds percent (66-2/3%) of the land within Bayside Technology Park.

B. If there is no Approving Agent then serving, only by the Recorded written consent of the Owners of seventy-five percent (75%) of the land within Bayside Technology Park.

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ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Constructive Notice and Acceptance: Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any portion of the property made subject to this Declaration is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and agreement contained herein, whether or not any reference to this Declaration is contained in the instrument or agreement by which such person acquired said right, title or interest.

9.2 Waiver of Liability: None of the Declarants, nor the Approving Agent, shall be liable to any Owner, lessee, licensee, or occupant of land subject to this Declaration by reason of any action or inaction taken in connection with, pursuant to, or with respect to any provision of this Declaration (unless such action was taken in bad faith). In this regard, and in connection with the limitations on duties, obligations and liabilities set forth in paragraphs 3.13, 4.16, 5.3, 6.4, 7.1, 7.2 and 7.3, Declarants, the Approving Agent, and each Owner each acknowledges and agrees, on its own behalf and on behalf of its successors and assigns, that it is fully apprised of the provisions of law relating to releases, and particularly those contained in Section 1542 of the California Civil Code which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Notwithstanding such statutory provision, and for the purpose of implementing a full and complete release and discharge, each such party hereby (i) waives the benefit of such statutory provision and (ii) acknowledges that, subject to the exceptions specifically set forth herein, each limitation on liability and each release and discharge set forth in this Declaration is a full and complete settlement and release and discharge of all claims and is intended to include in its effect, without limitation, all claims which such party, as of the date hereof, does not know of or suspect to exist in its favor.

9.3 Rights of Mortgagees: No breach or violation of any of the provisions contained herein, or any enforcement thereof, shall release, defeat, extinguish, or render invalid the lien of any mortgage or deed of trust made in good faith and for value and now or hereafter executed upon any Lot, except in the case of a foreclosure of an assessment lien pursuant to a prior Recorded Notice of Lien. If any Lot is sold by a foreclosure of or exercise of a private power of sale under any mortgage or deed of trust, any purchaser at such sale and his successors and assigns shall hold any and all property so purchased subject to all of the provisions of this Declaration.

9.4 Leasing of Property Subject to this Declaration:

Every lease or other agreement for the hire (a "lease") of any portion of the property subject to this Declaration shall be subject to the provisions of this Declaration, and every tenant or occupant of a Lot, or a portion thereof, or any space within any buildings constructed thereon, shall in all applicable respects comply with the provisions of this Declaration. Every Owner shall include in each lease of all or any portion of his Lot or the lease of any space within any buildings constructed upon his Lot a specific provision that said lease is subject to this Declaration and that the provisions hereof are incorporated into and form an integral part of said lease; provided, however, that an Owner's failure to comply with the preceding requirement shall not diminish the obligation of the lessee to comply herewith nor diminish the effect of this Declaration with respect to any such lease.

9.5 Paragraph Headings: Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

9.6 Effect of Invalidation: If any provision of this Declaration is held to be invalid or unenforceable by any court, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

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9.7 Covenants Running With the Land: The covenants and agreements herein of each Owner are made by such Owner on its own behalf (as owner of a Lot) and on behalf of the successive owners of such Lot for the direct benefit of each other Lot, each other Owner (as owner of another Lot) and the successive owners of each other Lot, it being the intent of each Owner that the foregoing covenants and agreements of such Owner shall be "covenants running with the land" as defined in California Civil Code Section 1468, the burdens of which shall be binding upon each Lot owned by such Owner and the successive owners of such Lot for the direct benefit of each other Lot and the successive owners of each other Lot.

9.8 Notice: Any notice required or desired to be given or sent pursuant to or with respect to this Agreement shall be in writing and shall be personally served, or, in lieu of personal service, may be given by depositing such notice in the United States mail, certified or registered, postage prepaid, addressed to the party to be served at the address for such party as set forth in this paragraph. Any notice given by certified or registered mail shall be deemed to have been given on the third (3d) business day after its deposit in the United States mail. Any Owner and/or the Approving Agent may, by written notice to all other Owners (and to the Approving Agent in the case of an Owner) in the manner provided above, change the address to which notices addressed to it shall thereafter be mailed. Until changed as aforesaid, (i)

the address of all Owners of any given Lot shall be the address of the current owner(s) of Record of such Lot as shown on the most recent Alameda County Tax Assessor's Roll and (ii) the address of the Approving Agent shall be 1285 Oakmead Parkway, Sunnyvale, California 94086. If a Lot is owned by more than one Owner, then such co-Owners shall designate, by written notice to the Approving Agent, a single Owner to receive notices hereunder, and any notice given to such designated Owner shall be deemed given to all the Owners of such Lot. In the absence of any such designation, any notice given to any of the co-Owners of a Lot shall be deemed given to all the Owners of such Lot.

IN WITNESS WHEREOF, the undersigned have executed this Declaration the day and year first above written.

Declarants:

RENCO INVESTMENT COMPANY,
a California general partnership

By

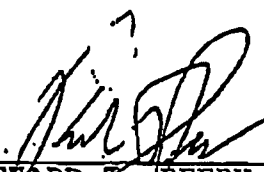
JAMES R. BLAIR,
a general partner

By

CHARLES C. BUTTERS,
a general partner

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By


RICHARD T. PEERY,
as trustee of the Richard T.
Peery Separate Property Trust,
a general partner

WESTLAND INVESTMENTS,
a California limited partnership

By Jose A. DeBasa, Inc.,
its general partner

By


Its

By

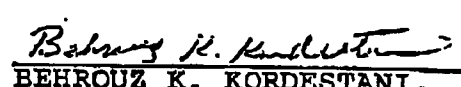
Its

BAYCO ENTERPRISES,
a California limited partnership

By


GEORGE H. KORDESTANI,
a general partner

By


BEHROUZ K. KORDESTANI,
a general partner

1/10/84 (KH)
S055AA/S0436

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Partnership by Multiple
Individual Partners

STATE OF CALIFORNIA)
) SS:
COUNTY OF SANTA CLARA)

On this 18th day of January, 1984, before me,

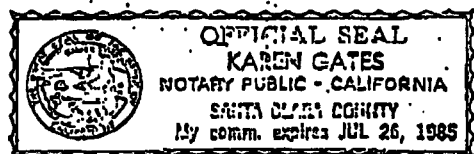
Karen Gates

a Notary Public in and for said County and State and residing therein, duly
commissioned and sworn, personally appeared _____

JAMES R. BLAIR and CHARLES C. BUTTERS-

personally known to me (or proved to me on the basis of satisfactory evidence) to
be the persons whose names are subscribed to the within instrument as General
Partners of RENCO INVESTMENT COMPANY, a California general partnership
and acknowledged to me that they are General Partners of said Partnership, that
they have executed the within instrument on behalf of said Partnership, and that
said Partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in said County on the date first above set forth.



Karen Gates
NOTARY PUBLIC, State of California

My Commission Expires: 7/26/85

84-015148

Partnership by Individual Trustee
of a Trust

STATE OF CALIFORNIA)

) SS:

COUNTY OF SANTA CLARA)On this 18th day of January, 19 84, before me,Karen Gatesa Notary Public in and for said County and State and residing therein, duly
commissioned and sworn, personally appeared RICHARD T. PEERY,personally known to me (or proved to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to the within instrument as Trustee of theRICHARD T. PEERY SEPARATE PROPERTY TRUSTand acknowledged to me that he/she is the Trustee of said Trust, that he/she as
Trustee of said Trust is a General Partner of the Partnership named in the within
instrument, that he/she executed the within instrument as Trustee of said Trust and
on behalf of said Partnership, and that the Partnership named in the within
instrument executed the same.IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in said County on the date first above set forth.Karen Gates
NOTARY PUBLIC, State of CaliforniaMy Commission Expires: 7/26/85

84-015148

Partnership by a Corporate Partner
(One Officer)

STATE OF CALIFORNIA)

) SS:

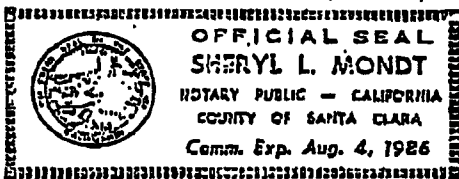
COUNTY OF SANTA CLARA)On this 17th day of JANUARY, 1984, before me,
SHERYL L. MONDT

a Notary Public in and for said County and State and residing therein, duly
commissioned and sworn, personally appeared JOSE A. DEBASA,
personally known to me (or proved to me on the basis of satisfactory evidence) to
be the person whose name is subscribed to the within instrument as the
PRESIDENT

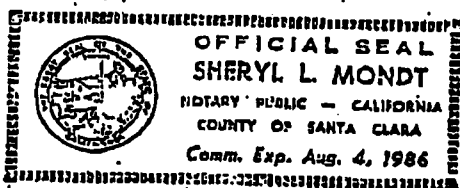
of JOSE A. DEBASA INC

and acknowledged to me that said Corporation is a General Partner of the
Partnership named in the within instrument and that he/she executed the within
instrument on behalf of said Corporation pursuant to its Bylaws or a resolution of
its Board of Directors, that said Corporation executed the same on behalf of the
Partnership named in the within instrument, and that the Partnership named in the
within instrument executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in said County on the date first above set forth.

Sheryl L. Mondt
NOTARY PUBLIC, State of CaliforniaMy Commission Expires: 8/4/86

84-015148

Partnership by a Partnership Partner
by Multiple Individual PartnersSTATE OF CALIFORNIA)
) SS:
COUNTY OF SANTA CLARAOn this 17th day of JANUARY, 1984, before me,
SHERYL L. MONDTa Notary Public in and for said County and State and residing therein, duly
commissioned and sworn, personally appearedGEORGE H. KORDESTANI and BEHROUZ K. KORDESTANIpersonally known to me (or proved to me on the basis of satisfactory evidence) to
be the persons whose names are subscribed to the within instrument as General
Partners of BAYCO ENTERPRISES, a California limited partnership
and acknowledged to me that they are General Partners of said Partnership, that
said Partnership is a General Partner in the Partnership named in the within
instrument, that they executed the within instrument on behalf of said Partnership,
that said Partnership executed the same on behalf of the Partnership named therein,
and that the Partnership named therein executed the same.IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in said County on the date first above set forth.Sheryl L. Mondt
NOTARY PUBLIC, State of California
My Commission Expires: 8/4/86

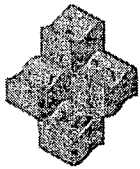
BAYSIDE TECHNOLOGY PARK:

All the following real property situated in the City of Fremont, County of Alameda, State of California:

Parcels A and B and Lots 1 through 22, inclusive, of Tract 4876 recorded May 6, 1983 in Book 139 of Maps, Official Records of Alameda County, at Pages 1 through 8, inclusive; and

Lots 1 through 12, inclusive, of Tract 5044 recorded May 6, 1983 in Book 139 of Maps, Official Records of Alameda County, at Pages 9 through 13, inclusive.

EXHIBIT "A"



RANDICK O'DEA
&
TOOLIATOS LLP
ATTORNEYS AT LAW

November 2, 2009

VIA FEDERAL EXPRESS

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

***In re: Opus West Corporation, et al. (Debtors) (and O.W. Commercial, Inc.)
U.S. Bankruptcy Court, Northern Dist. of Texas, Case No. 09-34356***


ENCLOSURE(S): Two original/separate PROOF OF CLAIMS and two copies

- ☐ Enclosed for your information and records.
- ☐ Enclosed pursuant to your request.
- ☐ Please telephone me after reviewing the enclosed.
- ☐ Please contact me if you have any questions.
- ☐ Please telephone for an appointment.
- ☐ Please sign and return in the enclosed envelope.
- ☒ Please file original and return endorsed filed copies.
- ☐ Please record and return conformed copies.
- ☐ Please have Judge sign original, file with court, and return endorsed-filed copies.
- ☒ Return envelope is enclosed.
- ☐ Other:

Thank you for your courtesy in this matter.

Very truly yours,

RANDICK O'DEA & TOOLIATOS, LLP

By 
Sue Betti, CCLS
Assistant to Phillip G. Vermont

Enclosures

5000 Hopyard Road, Suite 400
Pleasanton, California 94588-3348
Telephone 925-460-3700
Fax 925-460-0969
RandickLaw.com