

<b>UNITED STATES BANKRUPTCY COURT</b> Northern District of Texas	<b>PROOF OF CLAIM</b>
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Name of Debtor: <b>Opus West Corporation</b>	Case Number: <b>09-34356</b>
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NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>National City Commercial Capital Company, LLC</b>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Name and address where notices should be sent: <b>Lisa M. Moore, Vice President 995 Dalton Avenue, Cincinnati, OH 45203</b>	<div style="border: 1px solid black; padding: 5px; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="border: 1px solid black; padding: 5px; font-weight: bold; font-size: 1.2em;">NOV 06 2009</div> <div style="border: 1px solid black; padding: 5px; font-weight: bold; font-size: 1.2em;">BMC GROUP</div>
Telephone number: <b>(513) 455-9603</b>	

Name and address where payment should be sent (if different from above):	<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.
Telephone number:	

<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>31,137.40</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.	<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).  Amount entitled to priority: \$ _____  <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
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**2. Basis for Claim:** Equipment Lease  
(See instruction #2 on reverse side.)

**3. Last four digits of any number by which creditor identifies debtor:** 0000

**3a. Debtor may have scheduled account as:** Danka  
(See instruction #3a on reverse side.)

**4. Secured Claim** (See instruction #4 on reverse side.)  
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

**Nature of property or right of setoff:**     Real Estate     Motor Vehicle     Other

**Describe:**

**Value of Property:** \$ \_\_\_\_\_ **Annual Interest Rate** \_\_\_\_ %

**Amount of arrearage and other charges as of time case filed included in secured claim,**

**if any:** \$ \_\_\_\_\_ **Basis for perfection:** \_\_\_\_\_



**Amount of Secured Claim:** \$ \_\_\_\_\_ **Amount Unsecured:** \$ \_\_\_\_\_

**6. Credits:** The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

**7. Documents:** Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

<b>Date:</b> 11/05/2009	<b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <div style="text-align: center; font-size: 1.5em;">  </div>	<b>FOR COURT USE ONLY</b>   OPUS WEST 00405
Lisa M. Moore, Vice President		

**National City.**

**Commercial Capital**

**LEGAL CALCULATION WORKSHEET**

Account Name:	<u>Opus West Management Corporation</u>
Customer Number:	<u>5062</u>
Lease Number:	<u>0000</u>

**BALANCE DETAILS**

Late Fee(s)	6 @ \$55.30	\$	331.80
All/Future Invoices(s)	50 @ \$553.00	\$	27,650.00
Sales Tax on Future Invoice(s)	50 @ \$30.30	\$	1,515.00
Purchase Option	1 @ \$1,640.60	\$	1,640.60
<b>Grand Total \$</b>			<b>31,137.40</b>

# DANKA

OFFICE IMAGING  
Commercial Finance Group

Agreement Number: 111360900

Commencement Date: 7/1/08

## Copier Usage Agreement

**Dear Customer:**

Throughout this Copier Usage Agreement ("Agreement") we use the words "you" and "your" to mean the Customer ("User"). The words "we", "us" and "our" refer to the Owner indicated below.

Customer Name: <b>OPUS WEST CORPORATION</b>		Customer Billing Address: <b>2555 East Camelback Rd.</b>	
City: <b>Phoenix</b>	County: <b>Maricopa</b>	State: <b>AZ</b>	Zip: <b>85016</b>

1. **Copier Usage Agreement:** We agree to provide to you the equipment and services listed on the attached Schedule A, which is made a part hereof. You promise to pay us the minimum usage payment according to the Terms & Payment Schedule shown below

**2. Terms & Payment Schedule:**

Term of Usage Agreement (Months)	Monthly Copy Volume Included In Minimum	Monthly Minimum Cost Per Copy	Minimum Monthly Usage Payment	Charge Per Copy Over Minimum (billed quarterly)
60	5000 b&w 0 Color	.1206	\$603.00	.0185 b&w .12 Color

### Equipment and Service

Quantity	Serial Number	Equipment Description
	DBF00748	Quantity Description
	ZUA8181W	1 I3080i Canon
		1 Ecopy Scan Station
See Schedule A for any additional equipment or Services		

Payments are due on the first day of each month, beginning on the Commencement Date, which is the first day of the month following the date of acceptance by User. If any taxes are due, you agree to pay the tax in addition to your Monthly Minimum Usage Payment. Additionally, Prorated Rent shall be due from the date of acceptance until the Commencement Date. You agree to all the terms and conditions shown above and on the second page of this Agreement, that those terms and conditions are a complete and exclusive statement of our Agreement and that they may be modified only by written Agreement and not by course of performance. You warrant that you cannot terminate this Agreement. You acknowledge receipt of a copy of this Agreement. We have no obligation to you until we accept this Agreement by signing below.

Owner: Danka Office Imaging Commercial  
Finance Group

Customer: OPUS WEST CORPORATION

By: [Signature]

By: [Signature]

Title: Team Lead

Vickie M. Sbrda  
Secretary

Date: 6/27/08

Date: 5/14/08

3. **NO WARRANTY:** We transfer to you for the term of this Agreement any warranties made by the manufacturer or the supplier. We are renting the equipment to you "AS-IS." You acknowledge that we do not manufacture the equipment, nor do we represent the manufacturer or the supplier, and that you have selected the equipment and the supplier based on your own judgment. We make no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose in connection with this Agreement. You agree to continue making payments to us under this Agreement, regardless of any claims you assert against the manufacturer or supplier.

4. **Late Fees & Collection Charges:** If any part of a payment is more than (10) days past due, you agree to pay a late charge of 10% of the payment which is past due or, if less, the maximum late charge allowed by applicable law.

5. **Copy Charges:** Each month during the term of this Agreement you agree to pay the Monthly Minimum Usage Payment (plus applicable taxes) pursuant to section 2. In return you are entitled to use the Monthly Copy Volume Included in Minimum. You also agree to pay the Charge Per Copy over Minimum (plus applicable taxes) for each metered copy that exceeds the Monthly Copy Volume Included in Minimum. Notwithstanding any adjustments, you will never pay us less than the Monthly Minimum Usage Payment. ~~You agree that at the end of the first year of this Agreement and once during each successive twelve-month period, we may increase the Monthly Minimum Usage Payment and the Charge Per Copy Over Minimum by a maximum of 5% of the then existing payment.~~

6. **Automatic Renewal and End of Term Options:** This Agreement will automatically renew for an additional 4 month term and thereafter renew month to month unless you send us written notice that you don't want it to renew at least one hundred twenty (120) days before the end of any term. We may cancel the automatic renewal terms by sending you a written notice that we don't want this Agreement to renew, at least thirty (30) days before the end of any term. User shall have the following options at the end of the initial term, provided the User has not terminated early and no event of default under the Agreement has occurred and is continuing: 1) Renew or continue the Agreement, 2) Purchase the equipment for the retail fair market value, or 3) upon one hundred twenty (120) day written notice return the equipment to us at your expense. This Agreement is non-cancelable. If Lessee chooses to buyout this Agreement early and return the Equipment prior to the end of the initial term, the buyout shall be calculated as follows: The balance of remaining payments plus an early return charge of four (4) additional payments plus any applicable taxes (including property tax) and fees. The Lessee remains responsible for any expense to returning the Equipment as outlined in section 9.

7. **Ownership of the Equipment:** We are the owner of the equipment and have title to the equipment.

8. **Maintenance, Supplies, and Services:** The charges established by this Agreement may include payment for the use of the designated equipment, accessories, software, maintenance, supplies, and services. You will be billed as stated on the front of this Agreement. You will not withhold payment of any amount due or otherwise default under this Agreement by reason of any claim that either we or the supplier have failed to perform any of our obligations hereunder.

9. **Location of Equipment, Loss or Damage:** You will keep and use the equipment only at the address shown on the Certificate of Acceptance. You agree that the equipment will not be removed from that address unless you get our written permission in advance to move it. You shall be responsible for any loss, theft or destruction to the equipment from any cause whatsoever. Unless you purchase the equipment within this Agreement, at the end of this Agreement you will immediately deliver the equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States designated by us. You will pay all expenses of deinstalling, crating and shipping, and will insure the equipment for its full replacement value during shipping.

10. **Insurance:** You will provide at your expense, property insurance for the equipment, naming us as loss payee. You will also obtain a public liability insurance policy covering any personal injury or third party property damage, naming us as an additional insured. You will provide us evidence of such insurance when requested. If you are self-insured, you must provide us evidence with proof upon request and shall notify us in any material change of such insurance 30 days prior to said change. If you fail to maintain the required insurance on the equipment, or provide proof of same to us, we may at our sole discretion, but we shall not be obligated to, obtain insurance to protect our interest in the equipment. You agree to pay us for all costs and expenses which we pay or incur as a result of your failure to maintain insurance. Without limitation, you specifically agree that you will pay the monthly insurance charge, as requested by us at the time payment is due. The insurance charge may include, but not be limited to, the insurance premium paid by us; finance charges on the premium (which may be higher than the rate used to determine your equipment rental amount); tracking fees; fees for billing and collecting the insurance premium and related charges; administrative fees, and, other fees resulting from the failure to maintain insurance on the equipment. You acknowledge that we may keep some or all of these insurance charges, including the billing, tracking and other fees; the finance charges; commissions or reinsurance premiums paid to us or an affiliate of us; and, a profit included in any of these charges. You agree that the premium and insurance charges assessed by us are likely to be higher than the amounts you would pay to maintain insurance on the equipment as agreed in this Agreement. Our election to obtain insurance to protect the equipment shall not constitute a waiver of your breach of your insurance obligations, and we reserve all other remedies provided under this Agreement or applicable law.

11. **Taxes and Fees:** You agree to pay when due all taxes (including Personal Property Tax), fines and penalties relating to this Agreement. If we pay any taxes or fees for you, you agree to reimburse us on demand.

12. **Assignment and Substitution:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUB-LEASE THE EQUIPMENT OR THIS AGREEMENT, nor do you have any right to substitute other equipment for the equipment subject to this Agreement. We may sell, assign, or transfer this Agreement. You agree that if we sell, assign, or transfer this Agreement, the new owner will have the same rights and benefits that we have now. Thirty (30) days

13. **Default:** If you do not pay your Usage payment within ten (10) days when due, or you breach any of the terms or conditions of this Agreement, you will be in default of this Agreement. If you default, we may require that you pay the remaining balance of this Agreement as well as any equipment residual value. We can use any and all remedies available to us under the UCC or any other law. If we have to take possession of the equipment, you agree to pay the cost of repossession. You agree we are not responsible for any consequential or incidental damage related to the default or actions taken by us in the event of default. You agree to pay us reasonable attorney's fees and costs associated with any legal action we may take in the event of your default.

14. **Other Rights:** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. The declaration of invalidity of any provision of this Agreement and/or Guaranty shall not affect any part of the remainder of the provisions of this Agreement and Guaranty. This Agreement is not binding on us until we sign it. Any change in any of the terms and conditions of this Agreement must be in writing and signed by us. You agree however, that we are authorized, without notice to you, to insert the Agreement Number, Agreement Commencement Date and to supply missing information or to correct obvious errors in the Agreement.

15. **Indemnity:** You assume the risk of liability arising from possession, operation, or use of the equipment in this Agreement. You shall indemnify, defend and hold us harmless from any and all claims, costs, expenses, damages and liabilities arising from or pertaining to the uses, possession or operation of the Equipment in this Agreement.

16. **Severability:** This Agreement is intended to constitute a valid and enforceable legal instrument, and no provision of this Agreement that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect.

17. **Article 2A Waiver:** To the extent permitted by applicable law, you waive any and all rights and remedies conferred upon a User by Article 2A of the Uniform Commercial Code.

18. **FORUM, LAW & JURY WAIVER:** You agree that this Agreement shall be governed by the Laws of the State of Ohio, and you consent to the jurisdiction of any court located within Ohio. Both parties agree to waive trial by jury in any matter brought concerning this Agreement.

Customer Initials for Acknowledgement mm

# DANKA

OFFICE IMAGING  
Commercial Finance Group

AGREEMENT Number: 111360000

Commencement Date: 7/1/08

## Copier Usage Agreement

### CERTIFICATE OF ACCEPTANCE

You certify that all actions required to be performed by the date of the installation of the Equipment have occurred. You also certify that all the Equipment set forth in this Schedule by and between you and us, is accepted by you as being installed as of:

6, 24, 08

The parties intend and agree that a photo copy or facsimile of this document with their signature thereon shall be treated as an original, and shall be deemed to be binding, valid, genuine & authentic as an original signature document for all purposes, including all matters of evidence and the "best evidence" rules.

X *Vickie M. Sixta*  
Signature

Vickie M. Sixta  
Secretary  
Title

We are hereby authorized to insert serial numbers on the Agreement. You warranty that there are no side Agreements or cancellation clauses given outside this Agreement.

#### Schedule A: Equipment and Services

Qty.	Make and Model	Serial Number	Install Address (street, state, zip code)
	Quantity Description		
1	13080i Canon	DBF00748	4350 E. LAJOLLA VILLAGE DR SUITE 110 SAN DIEGO, CA. 92122
1	Ecopy Scan Station	2U4518101	