


<b>UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS</b>		<b>PROOF OF CLAIM</b>
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:  <p style="font-size: 1.2em; margin-left: 20px;">09-34356-HDH-11</p>
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.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <p style="font-size: 1.2em; margin-left: 20px;">General Electric Capital Corporation c/o Denise Johnson 1010 Thomas Edison Boulevard SW Cedar Rapids, Iowa 52404</p>		<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:  Telephone number: Email Address:		<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.
Name and address where payment should be sent (if different from above):  Telephone number:		
1. Amount of Claim as of Date Case Filed: <u>\$ 20,476.12</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). 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:  <p style="text-align: center;">5</p>
2. Basis for Claim: <u>Service and Maintenance agreement.</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>062</u> 3a. Debtor may have scheduled account as: _____ (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: <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. (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: _____		
Date: <p style="font-size: 1.2em; margin-left: 20px;">11-9-09</p>	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. <p style="font-size: 1.2em; margin-left: 20px;">William Thomas McChaid Attorney at Law</p>	FOR COURT USE ONLY OPUS WEST  00459

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)

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules. The attorneys for the Debtors and their court-appointed claims agent (The BMC Group) are not authorized and are not providing you with any legal advice.*

**PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: OPUS WEST CORPORATION, et al C/O BMC GROUP, PO BOX 3020, CHANHASSEN, MN, 55317-3020. IF BY HAND OR OVERNIGHT COURIER: OPUS WEST CORPORATION, et al C/O BMC GROUP, 18750 LAKE DRIVE EAST, CHANHASSEN, MN, 55317. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

**THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS November 9, 2009**

**Court, Name of Debtor, and Case Number:**

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Northern District of Texas on July 6, 2009. You should select the Debtor against which you are asserting your claim.

**A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.**

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4 and/or 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the debtor, trustee or another party in interest files an objection to your claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the Debtor, if any.

**3a. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).**

If any portion of your claim falls in one or more of the listed categories; check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.

**7. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS**

**INFORMATION**

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the BMC Group as described in the instructions above and in the Bar Date Notice.

**Secured Claim Under 11 U.S.C. §506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing from the BMC Group, please provide a self-addressed stamped envelope and a copy of this proof of claim when you submit the original claim to the BMC Group.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

ACCOUNT NAME: OPUS WEST CORPORATION  
 ACCOUNT SCHEDULE: ██████████ 062 BALANCE DUE SUMMARY  
 By: Patty Poel  
 Case: 43036  
 Petition Date: 7/6/2009

**A. OPEN/ACCRUED ITEMS:**

# Months Billed				0
Next Unbilled Payment Due Date:				9/21/2009
	<u>Monthly</u>		<u>No. Months</u>	<u>Aggregate</u>
	<u>Unit Cost</u>			
1) S&M FEES	308.23	X	1	308.23
	551.25	X	3	1,653.75
1) SER & MAINT TAX	23.89	X	1	23.89
	42.72	X	3	128.16
	PRE-PETITION DUE			2,114.03
1) S&M FEES	551.25	X	5	2,756.25
	578.81	X	12	6,945.72
	607.75	X	12	7,293.00
2) SER & MAINT TAX	42.72	X	5	213.60
	44.86	X	12	538.32
	47.10	X	12	565.20
	POST-PETITION DUE			18,312.09

**B. PROPERTY TAX CHARGES:**

<u>Unit Cost</u>	<u>No. Months</u>	<u>Aggregate</u>
		0.00

**C. REMAINING AMOUNTS DUE:**

# Months Remaining after Past due :

1. Remaining Payments Equipment Rental Charges:	
2. Remaining Payments Sales Tax:	0.00
3. Rental Stream Present Value @ 6% from Remaining Payments:	0.00
4. Residual:	0.00
5. Guaranteed Purchase Option:	0.00
<b>TOTAL REMAINING PAYMENTS/PETITION:</b>	<b>0.00</b>

**D. TOTAL TRANSACTION TERMS:**

Months	60	Planned End Date:	11/21/2011
--------	----	-------------------	------------

**D. Equipment**

1. Gross Equipment Sale Proceeds:	0.00
2. Letter of credit cashed:	0.00
3. Repossession/Resale Expenses:	0.00

**GRAND TOTAL INCLUDING RESIDUAL** 20,426.12

(This total does not include applicable legal fees which will be charged to the lessee)

Equipment description: **SEE DOCS**

"SERVICE AND MAINTENANCE ONLY LEASE"

**Total Image Management Agreement**

Agreement: 082

**EQUIPMENT INFORMATION**

Activity:	Manufacturer & Model No.	Description:	Attachment Description:	Serial Number	Beginning / End Meter Read
Adjustment	Canon			8JY13827	
Adjustment	Canon			SJY13828	

**NEW PAYMENT INFORMATION**

Monthly Payment:	PREVIOUS	NEW		New Term (months):	
Minimum Payment	\$ -	\$ 500.00	plus applicable colocation taxes	66	
Color Images				Effective with Payment Due On:	21-Feb-2007
Image Allowance	0	5,000		Document Fee:	\$ -
Excess Per Image Charge	0.14000	0.10000		Excess Image Billing Frequency:	Quarterly

**TERMS & CONDITIONS**

Reference is made to that certain agreement (as amended, the "Terminated Agreement") by and between Customer/Lessee identified below ("Customer/Lessee") and the Owner/Lessor identified below ("Owner/Lessor"), a copy of the original agreement is attached hereto as an exhibit. At the request of Customer, the Terminated Agreement is hereby terminated. This agreement ("This Agreement") constitutes a new agreement between the parties hereto and incorporates by reference all of the terms of the Terminated Agreement ("Terminated Agreement Terms") as if the Terminated Agreement Terms were set forth herein in full, except (a) the equipment subject to this Agreement shall be all equipment subject to the Terminated Agreement, modified as described in the "Equipment Information" section above (with equipment described as added being subject to this Agreement, and equipment being described as deleted not being subject to this Agreement), and (b) the "Revised Payment Information" and the "Terms and Conditions" set forth above shall replace the corresponding terms of the Terminated Agreement.

Notwithstanding the fact that the Terminated Agreement has been terminated, all of Customer's payment obligations due immediately prior to such termination, or which would have become due had the Terminated Agreement not been terminated, are due hereunder as if they were originally incurred hereunder, including without limitation amounts relating to meter readings (whether or not such meter readings have been delivered or invoiced), taxes, and returned equipment. However, the payment amounts specifically described in the "New Payment Information" set forth herein replace the corresponding amounts (which would have become due) under the Terminated Agreement.

YOU HAVE SELECTED THE EQUIPMENT, THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT OR ITS MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF IOWA. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA. THIS AGREEMENT CONSISTS OF 1 PAGE, PLUS THE EXHIBIT AND ANY SCHEDULE ATTACHED HERETO. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE RECEIPT OF BOTH THIS AGREEMENT PLUS THE EXHIBIT AND AGREE TO THE TERMS ON BOTH THIS AGREEMENT PLUS EXHIBIT.

OWNER/  
LESSOR: GENERAL ELECTRIC CAPITAL CORPORATION

By: Lauren Comried  
Signature of authorized signer

Name: Lauren Comried  
Print Name

Title: U3B Specialist  
Print Title

Date: 10/12/07 Date of Signature

CUSTOMER/  
LESSEE: Opus West Corporation

By: Vickie M. Shta  
Signature of authorized signer

Name: Vickie M. Shta  
Print Name

Title: Secretary  
Print Title

Date: 10/2/07 Date of Signature

# Northern District of Texas Claims Register

09-34356-hdh11 Opus West Corporation

**Judge:** Harlin DeWayne Hale

**Chapter:** 11

**Office:** Dallas

**Last Date to file claims:** 11/09/2009

**Trustee:**

**Last Date to file (Govt):**

<i>Creditor:</i> (12790312) General Electric Capital Corporation c/o Denise Johnson 1010 Thomas Edison Boulevard SW Cedar Rapids, Iowa 52404	<b>Claim No:</b> 37 <i>Original Filed Date:</i> 11/09/2009 <i>Original Entered Date:</i> 11/09/2009	<i>Status:</i> Filed by: CR Entered by: McLain, William Modified:
Unsecured claimed: \$20426.12 <b>Total claimed: \$20426.12</b>		
<i>History:</i> Details <u>37-1</u> 11/09/2009 Claim #37 filed by General Electric Capital Corporation, total amount claimed: \$20426.12 (McLain, William )		
<i>Description:</i> (37-1) Claim relating to service and maintenance agreement number 062.		
<i>Remarks:</i>		

## Claims Register Summary