


UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
<p>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.</p>	<p>Case Number: 09-34356-HDH-11</p>	
<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.</p>		
<p>Name of Creditor (the person or other entity to whom the debtor owes money or property): General Electric Capital Corporation RECEIVED c/o Denise Johnson 1010 Thomas Edison Boulevard SW Cedar Rapids, Iowa 52404 NOV 09 2009 BMC GROUP</p>	<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.</p> <p>Court Claim Number: (if known)</p> <p>Filed on:</p>	
<p>Name and address where notices should be sent:</p> <p>Telephone number: Email Address:</p> <p>Name and address where payment should be sent (if different from above):</p> <p>Telephone number:</p>	<p><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.</p> <p><input type="checkbox"/> Check this box if you are the debtor or trustee in this case.</p>	
<p>1. Amount of Claim as of Date Case Filed: \$ 55,548.98</p> <p>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.</p> <p>If all or part of your claim is entitled to priority, complete item 5.</p> <p><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.</p>	<p>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.</p> <p>Specify the priority of the claim.</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).</p> <p><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).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).</p> <p><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).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().</p> <p>Amount entitled to priority: \$</p>	
<p>2. Basis for Claim: Equipment lease. (See instruction #2 on reverse side.)</p> <p>3. Last four digits of any number by which creditor identifies debtor: 032</p> <p>3a. Debtor may have scheduled account as: _____ (See instruction §3a on reverse side.)</p> <p>4. Secured Claim (See instruction #4 on reverse side.)</p> <p>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</p> <p>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</p> <p>Value of Property: \$ _____ Annual Interest Rate % _____</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____</p> <p>Basis for perfection: _____ Amount Unsecured: \$ _____</p>	<p>6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</p> <p>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.)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> <p>If the documents are not available, please explain: _____</p>	
<p>Date: 11-9-09</p>	<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> <p>William Thomas McChain Attorney at Law</p>	<p style="text-align: center;">FOR COURT USE ONLY</p> <p style="text-align: center;">OPUS WEST</p> <div style="text-align: center;">  00465 </div>

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: ██████████ 032 BALANCE DUE SUMMARY
 By: Patty Poel
 Case: 43036
 Petition Date: 7/6/2009

A. OPEN/ACCRUED ITEMS:

			5/1/2009,		
			6/1/2009,		
			7/1/2009,		
			8/1/2009,		
# Months Billed			5	9/1/2009	
Next Unbilled Payment Due Date:			10/1/2009		
	<u>Monthly</u>			<u>No. Months</u>	<u>Aggregate</u>
	<u>Unit Cost</u>				
1) REGULAR PAYMENT	1,773.32	X		3	5,319.96
2) SALES/USE TAX	147.19	X		3	441.57
3) LATE CHARGES	10.00	X		3	30.00
	88.67	X		1	88.67
	PRE-PETITION DUE				5,880.20
1) REGULAR PAYMENT	1,773.32	X		2	3,546.64
2) SALES/USE TAX	147.19	X		2	294.38
3) LATE CHARGES	10.00	X		2	20.00
3) ADM COLLECT FEE	75.00	X		2	150.00
	POST-PETITION DUE				4,011.02

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 :
 \$1,773.32 X 23

1. Remaining Payments Equipment Rental Charges:	
2. Remaining Payments Sales Tax:	3,499.16
3. Rental Stream Present Value @ 6% from Remaining Payments:	38,437.92
4. Residual:	3,720.68
5. Guaranteed Purchase Option:	0.00
TOTAL REMAINING PAYMENTS/PETITION:	45,657.76

D. TOTAL TRANSACTION TERMS:

Months 75 Planned End Date: 8/1/2011

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 55,548.98

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

Equipment description:

SEE DOCS Toshiba ES 3100 C Digital Copier.
 "NOT COST EFFECTIVE TO REPO"

Total Copy Management Agreement

Agreement: 032

EQUIPMENT INFORMATION

Activity:	Manufacturer & Model No.	Description:	Attachment Description:	Serial Number	Beginning / End Meter Read
Add Asset	Toshiba ES 3100 C	Digital Copier	Power filter, saddle stitch finisher, lct, hole punch, radf, controller, fiery memory upgrade, interface board		
					08/22/06 10:26

NEW PAYMENT INFORMATION

Monthly Payment:	PREVIOUS	NEW	plus applicable sales/use taxes	Now Term (months):	60
Minimum Payment	\$ 1,075.52	\$ 3,491.80		Effective with Payment Due On:	1-Sep-2006
Black & White Images				Document Fee: \$	43.25
Image Allowance	0	0		(Included on Next Invoice)	
Excess Per Image Charge	.02	.02		Excess Image Billing Frequency:	Quarterly
Color Images					
Image Allowance	5,000	12,500			
Excess Per Image Charge	0.14700	0.12000			

TERMS & CONDITIONS

Reference is made to that certain agreement (as amended, the "Terminated Agreement") by and between the customer identified below ("Customer") and the owner identified below ("Owner"), 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 ("the 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 MISSOURI. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN MISSOURI. 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: GENERAL ELECTRIC CAPITAL CORPORATION
 ("We", "Us")
 By: [Signature]
Signature of authorized signer
 Name: [Print Name]
Print Name
 Title: CA
Print Title
 Date: 8/1/06 Date of Signature

CUSTOMER: OPUS WEST CORPORATION
 ("You")
 By: [Signature]
Signature of authorized signer
 Name: VICKIE M. SIXTA
Print Name
 Title: SECRETARY
Print Title
 Date: 08/14/06 Date of Signature

09/01/2006 15:58 FAX 7278223532

DANKA

001/002

*To: Jean
Flora's Johnnie
192*

DANKA

Office Imaging Company

11101 Roosevelt Blvd.
St Petersburg, FL 33716

Questions regarding this invoice? 800-853-2652 (Prompt 4)

CUSTOMER

Account: 1037 Alt: Accounts Payable GENERAL ELECTRIC CAPITAL CORPORATION 1961 HIRST DR MOBERLY, MO 65270	Ship to: 444392 JENNIFER WILLIAMS OPUS SOUTHWEST 2415 E CAMELBACK RD PHOENIX, AZ 85016	Issue Date: 09-01-2006
DUE UPON RECEIPT - PAST DUE ACCOUNTS WILL BE CHARGED A LATE FEE OF 1.5% PER MONTH OR TO THE EXTENT ALLOWED BY LAW FEDERAL ID 859-3407816 DUNS #		Invoice No: 401700211
		Invoice Amount: \$52,368.55
		Invoice Date: 08-31-2006
		Past Due After: 09-30-2006
		Page: 1 of 2

PC 9/5/06

INVOICE

Order #	Part #	Description	Date Shipped	Terms	Ship Via	Customer PO #	Unit Price	Ext Price
	Franca	2209423	08-21-2006	08-31-2006	30 NET	6-DANKA TRU		
1	9TSGMES3100C	TOSHIBA ESTUDIO 3100C DIGITAL BUSINESS COLOR COPIER NEW 31CPM ON GEN PROG SN COK530831					\$22,909.55	\$22,909.55
2	7TSGMDS007	TOSHIBA MD5007 DUPLX UNIT ES210C, ES310C FC22 ON GEN PROG SN CFA627174					\$1,229.00	\$1,229.00
3	6TSGMNY1020N	TOSHIBA NY1020 OPT CASSETTE GEN PROG FOR ES310C SN CEP620197					\$389.00	\$389.00
4	7TSGMHR3006A	TOSHIBA HR3006A RADF NEW (GEN PROG ONLY) SN CEG10396					\$1,769.00	\$1,769.00
5	6TSGMNY1020	TOSHIBA NY1020 SAD STYT PIN FOR ES 210C 310C GEN PRG SN JG615131					\$4,499.00	\$4,499.00
6	3TSGMNY6002	TOSHIBA NY6002 HOLE PUNCH FOR					\$850.00	\$850.00
7	5SMIDS143NT	DIGITAL QC 120/20 NETWORK					\$995.00	\$995.00
8	4TSGMGAL131	TOSHIBA S300 EXTERNAL CONTROLLER NEW GEN PROG FOR ES211C/311C0					\$17,880.00	\$17,880.00

*Install date 8/31/06
MJK*

Invoice Detail Continued...

Detach and return this portion with your payment

PAYMENT

Remit To: Danka Office Imaging 4388 Collections Center Drive CHICAGO, IL 60693	Account: 1037 Alt: Accounts Payable GENERAL ELECTRIC CAPITAL CORPORATION 1961 HIRST DR MOBERLY, MO 65270	<p>DANKA</p> Invoice No. 401700211 Invoice Date: 08-31-2006 Past Due After: 09-30-2006 Total Amount Due \$52,368.55
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09/01/2006 16:00 FAX 7270223532

DANKA

002/002

20/2



Office Imaging Company
11101 Roosevelt Blvd.
St. Petersburg, FL 33716

Page:	2 of 2
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Order #	Date Ordered	Date Shipped	Qty	Unit Price	Ext Price
Franca	2209423	08-21-2006	08-31-2006	30 NET	6-DANKA TRU
9 3MIMG1190	256MB MEMORY: 5300	1	1	\$499.00	\$499.00
10 3TSHGKRB005	TOSHIBA Z5 5300 PRINT I/F BOARD ON GEM PROG. FOR ES210C, ES310C, FC22 ON GEM PROGRAM	1	1	\$310.00	\$310.00
11 3TSHGES311CBP	TOSHIBA ES311C BYPASS THICK PAPER GUIDE ON GEM PROG	1	1	\$89.00	\$89.00
12 3TSES3100C	TOSHIBA ESTUDIO 2100C, 3100C BLACK TONER YLD 20.6K	2	2	\$0.00	\$0.00
13 3TSES3100CCY	TOSHIBA ESTUDIO 2100C, 3100C CYAN TONER YLD 10.7K	1	1	\$0.00	\$0.00
14 3TSES3100CMA	TOSHIBA ESTUDIO 2100C, 3100C MAGENTA TONER YLD 10.7K	1	1	\$0.00	\$0.00
15 3TSES3100CYE	TOSHIBA ESTUDIO 2100C, 3100C YELLOW TONER YLD	1	1	\$0.00	\$0.00
16 3DTSSES210C	BLACK DEVELOPER ESTUDIO 210/211/310/311C	1	1	\$0.00	\$0.00
17 3DTSSES210CCY	CYAN DEVELOPER ESTUDIO 210/211/310/311C	1	1	\$0.00	\$0.00
18 3DTSSES210CMA	MAGNETA DEVELOPE ESUDIO 210/211/310/311/C	1	1	\$0.00	\$0.00
19 3DTSSES210CYE	YELLOW DEVELOPER ESTUDIO 210/211/310/311/C	1	1	\$0.00	\$0.00
20 PSUPRE	PROFESSIONAL SVCS UNITS AT SALE	5	5	\$130.00	\$650.00
21 DISS6	SEGG6 DIS CHG	1	1	\$300.00	\$300.00

INVOICE

Sub Total	\$52,368.55
Freight	\$0.00
Sales Tax 8.10%	\$0.00
Late Fees	
Total	\$52,368.55

11/19/07 MON 13:57 FAX 6024687045

OPUS WEST

002

Total Image Management Agreement

Agreement: 0032

EQUIPMENT INFORMATION

Activity:	Manufacturer & Model No.	Description:	Attachment Description:	Serial Number	Beginning / End Meter Read
Delete Asset	Canon IRC3220	Digital Copier		JNC00872	

NEW PAYMENT INFORMATION

Monthly Payment:	PREVIOUS	NEW	plus applicable sales tax	New Term (months):	Effective with Payment Due On:
Minimum Payment	\$ 3,866.39	\$ 1,773.32		48	1-Nov-2007
<u>Black & White Images</u>					
Image Allowance	0	0			
Excess Per Image Charge:	0.02100	0.00000		Document Fee: \$	-
<u>Color Images</u>					
Image Allowance	12,500	0		Excess Image Billing Frequency:	Quarterly
Excess Per Image Charge	0.12800	0.00000			

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 the 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 MISSOURI. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN MISSOURI. 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: Tina Burgess
Signature of authorized signer

Name: Tina Burgess
Print Name

Title: UBB Specialist
Print Title

Date: 11/11/08
Date of Signature

CUSTOMER/
LESSEE: Opus West Corporation

By: Vickie M. Sixta
Signature of authorized signer

Name: VICKIE M. SIXTA
Print Name

Title: SECRETARY
Print Title

Date: 11/12/07
Date of Signature

GENERAL ELECTRIC CAPITAL CORPORATION
PO Box 601
Moberly, Missouri 65270

NOTICE OF AGREEMENT MODIFICATION

January 9, 2008

Opus West Corporation
2555 E Camelback
Phoenix, AZ 85018

Re: Agreement Amendment No. [REDACTED] 032, dated 11/12/07 (the "Agreement")

Dear Customer,

Please be advised that the section on the amendment named "Effective with Payment Due On:" has been changed from November 1, 2007 to December 1, 2007, and the section named "New Term (months)" has been changed from 46 months to 45 months.

Please review the above Modification. If you do not agree with such Modification, please contact Customer Service immediately at 800-358-3251. If you do not respond within ten (10) days of receipt of this Notification of Agreement Modification, the Modification will be deemed acceptable and Customer's obligations under the Agreement shall be in accordance with such Modification.

Sincerely,

GENERAL ELECTRIC CAPITAL CORPORATION

Jill Prather
Senior Contracts Specialist

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):

<p><i>Creditor:</i> (12790312) General Electric Capital Corporation c/o Denise Johnson 1010 Thomas Edison Boulevard SW Cedar Rapids, Iowa 52404</p>	<p>Claim No: 30 <i>Original Filed</i> <i>Date:</i> 11/09/2009 <i>Original Entered</i> <i>Date:</i> 11/09/2009</p>	<p><i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> McLain, William <i>Modified:</i></p>
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Unsecured claimed: \$55548.00 Total claimed: \$55548.00
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<p><i>History:</i></p> <p><u>Details</u> <u>30-1</u> 11/09/2009 Claim #30 filed by General Electric Capital Corporation, total amount claimed: \$55548 (McLain, William)</p>
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<p><i>Description:</i> (30-1) Claim relating to equipment lease number 032.</p>

<p><i>Remarks:</i></p>

Claims Register Summary