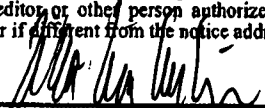



<b>UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS</b>		<b>PROOF OF CLAIM</b>
<b>Name of Debtor: (Check Only One):</b> <input checked="" type="checkbox"/> Opus West Corporation <input type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.		<b>Case Number:</b>  09-34356-HDH-11
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.		
<b>Name of Creditor (the person or other entity to whom the debtor owes money or property):</b> General Electric Capital Corporation c/o Denise Johnson 1010 Thomas Edison Boulevard SW Cedar Rapids, Iowa 52404		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> (if known)  <b>Filed on:</b>
<b>Name and address where notices should be sent:</b>  <b>Telephone number:</b> <b>Email Address:</b>		<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.
<b>Name and address where payment should be sent (if different from above):</b>  <b>Telephone number:</b>		
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>383,821.53</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.		<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:  \$
<b>2. Basis for Claim:</b> <u>Equipment lease.</u> (See instruction #2 on reverse side.)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> <u>071</u> 3a. Debtor may have scheduled account as: _____ (See instruction §3a on reverse side.)		
<b>4. Secured Claim (See instruction #4 on reverse side.)</b> 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: \$ _____		
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>7. Documents:</b> 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: _____		
<b>Date:</b> 11-9-09	<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.  William Thomas McChain Attorney at Law	<b>FOR COURT USE ONLY</b>  OPUS WEST  00467

**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(e) 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: ██████████071 BALANCE DUE SUMMARY  
 By: Patty Poel  
 Case: 43036  
 Petition Date: 7/6/2009

**A. OPEN/ACCRUED ITEMS:**

			5/20/2009,		
			6/20/2009,		
			7/20/2009,		
			9/20/2009,		
# Months Billed			5	10/20/2009	
Next Unbilled Payment Due Date:			11/20/2009		
			Monthly		
			<u>Unit Cost</u>	<u>No. Months</u>	<u>Aggregate</u>
1) REGULAR PAYMENT	8,021.28	X		2	16,042.56
2) SALES/USE TAX	665.77	X		2	1,331.54
3) S&M FEES	3,405.87	X		2	6,811.74
4) LATE CHARGES	10.00	X		2	20.00
	401.06	X		1	401.06
5) SER & MAINT TAX	282.69	X		2	565.38
6) L/C ON S&M	10.00	X		2	20.00
	170.29	X		1	170.29
			PRE-PETITION DUE		25,362.57
1) REGULAR PAYMENT	8,021.28	X		3	24,063.84
2) SALES/USE TAX	665.77	X		3	1,997.31
3) S&M FEES	3,405.87	X		3	10,217.61
4) LATE CHARGES	10.00	X		2	20.00
4) SER & MAINT TAX	282.69	X		3	848.07
5) COLLECTION FEES	75.00	X		2	150.00
6) L/C ON S&M	10.00	X		2	20.00
			POST-PETITION DUE		37,316.83

**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 :  
 \$8,021.28 X 37

1. Remaining Payments Equipment Rental Charges:	
2. Remaining Payments Sales Tax:	24,612.00
3. Rental Stream Present Value @ 6% from Remaining Payments:	270,337.22
4. Residual:	26,192.91
5. Guaranteed Purchase Option:	0.00
<b>TOTAL REMAINING PAYMENTS/PETITION:</b>	<b>321,142.13</b>

**D. TOTAL TRANSACTION TERMS:**

Months 60 Planned End Date: 11/20/2012

**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 383,821.53**

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

Equipment description:

*2 Canon IR7095 copiers, 1 Canon IRC3380I copier, 1 Canon IRC4080I copier & 1 Canon IRC5785I copier  
 "IN PLACE"*

GE Commercial Finance

TOTAL IMAGE MANAGEMENT SM

Agreement # [REDACTED] 071

EQUIPMENT		Quantity	Equipment Model & Description	Serial Number	Accessories
		2	CANON IR7095		DOC FEEDER, FINISHER, PRINTER BOARD, E COPY
		1	CANON IRC51851		DOC FEEDER, FINISHER, CFU, E COPY, MEMORY, FAX
		1	CANON IRC33801		DOC FEEDER, FINISHER, FAX, MEMORY, PS KIT, CFU
		1	CANON IRC40801		DOC FEEDER, FINISHER, CFU, E COPY, MEMORY, PSKIT
		1	CANON IRC6870 (SERVICE ONLY)		FAX
		1	TOSHIBA C3100 (SERVICE ONLY)		

See attached schedule for additional Equipment / Accessories

Equipment Location (if different from Billing Address) 2555 E. CAMELBACK RD STE. 800 PHOENIX, AZ

**SUPPLIER**

**DANKA OFFICE IMAGING**

Name 8930 S. BECK

Address TEMPE AZ 85284

City State Zip

**TRANSACTION TERMS:**

Minimum Monthly Payment \$10,883.00 Term 60 months  
(plus applicable taxes)

Image Type	Minimum Number of Images	Excess Per Image Charge
Black & White Images	<u>120,000</u>	<u>.018</u>
Color Images	<u>25,000</u>	<u>.098</u>

Excess Per Image Billing Preference (monthly if not checked) NOV 13 09 AM 10:33

Monthly  Quarterly  Semi-Annually  Annually

The following additional payments are due on the date this Agreement is signed by you:

SECURITY DEPOSIT \$ \_\_\_\_\_  
 ADVANCE PAYMENT \$ \_\_\_\_\_ \*Applied to:  first  last  
 (plus applicable taxes)

DOCUMENT FEE \$43.25 (included on first invoice)

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 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. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF IOWA. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.

**CUSTOMER (You):**

**OPUS WEST CORPORATION**

Full Legal Name 2555 E. CAMELBACK RD

Billing Address PHOENIX AZ 85016

City State Zip 602 468 7000

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_ E-mail Address \_\_\_\_\_

By: X Vickie M. Sista  
 (Signature of Authorized Signer)

Name: Vickie M. Sista  
 Please Print  
 Title: Secretary

Date: 10/26/07 Fed Tax ID \_\_\_\_\_  
 Date of Signature

**OWNER (We: US)**

General Electric Capital Corporation  
 1981 Hirst Drive, Moberly, MO 65270

By: \_\_\_\_\_  
 Name: Vickie M. Sista  
 Title: Secretary  
 Date: 11/30/07

**Unconditional Personal Guaranty**

In consideration of Owner entering into this Agreement, the undersigned unconditionally and irrevocably guarantees to Owner, its successors and assigns, the prompt payment and performance of all existing and future obligations of Customer to Owner, including this Agreement. I agree that (a) this is a guaranty of payment and not of collection, and that Owner can proceed directly against me personally without having to try security or seeking to collect from Customer, (b) I waive all suretyship defenses including impairment of collateral, failure to properly perfect a security interest in the collateral, and all notices, including those of protest, presentment and demand, (c) Owner may renew, extend or otherwise change the terms of this Agreement without notice to me and I will be bound by such changes, and (d) I will pay all of Owner's costs of enforcement and collection, including reasonable attorneys fees and costs. This guaranty survives the bankruptcy of Customer and binds my administrators, successors and assigns. My obligations under this guaranty continue even if Customer becomes insolvent or bankrupt or is discharged from bankruptcy and I agree not to seek to be repaid by Customer in the event I must pay Owner, until you have been paid all amounts owed. This guaranty shall be governed by the laws of Iowa. I consent to the personal jurisdiction and venue of federal and state courts in Iowa. Based on Owner's mutual agreement set forth above, I WAIVE ALL RIGHTS TO A JURY TRIAL.

DOTS 1872(e) 1005

## ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

**1 COMMENCEMENT OF AGREEMENT** Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and notify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Lease unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Lease and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you accept a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

**2 SECURITY DEPOSIT** The Security Deposit will be held by us, without interest, and may be commingled (unless otherwise required by law), and all obligations under this Agreement are outside it, and may be applied at our option against amounts due under this Agreement. The Security Deposit will be returned to you upon termination of the Agreement, provided you are not in default or applied to the Minimum Monthly Payment due at the end of the Term, or to the amount we may charge for any purchase or upgrade of the Equipment.

**3 IMAGE CHARGES** Each month during the Term of this Agreement, you agree to remit to us the "Minimum Monthly Payment" and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Monthly Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Monthly Payment. You agree that we may increase the Minimum Monthly Payment under Excess Per Image Charge for each Image Type each year during the term of this Agreement by an amount not to exceed eight percent (8%) of the Minimum Monthly Payment under Excess Per Image Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower. At our option, you will (a) provide us by telephone or facsimile the actual meter readings when requested by us, (b) provide us (or our agent) access to the Equipment to inspect meter readings, or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Monthly Payments are due whether or not you are invoiced. If you have a dispute with the Supplier regarding the Equipment, you shall continue to pay us all Minimum Monthly Payments and Excess Per Image Charges without deduction or withholding any amounts. You authorize us to adjust the Minimum Monthly Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

**4 OTHER CHARGES** You agree to: (a) pay all premiums and other costs of insuring the Equipment, (b) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Agreement, and (c) pay all other costs and expenses for which you are obligated under this Agreement. You agree, at our discretion, to either (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment, or (2) remit to us each month our estimate of the pro-rata equivalent of such taxes and governmental charges. You agree to pay us an administrative fee for the processing of leases, assessments or fees which may be due and payable under this Agreement. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restraints and endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

**5 LATE CHARGES** For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

**6 MAINTENANCE AND SERVICE-OWNERSHIP AND USE** The Supplier identified on Page 1 of this Agreement has agreed to provide FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment, and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Agreement. You hereby assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We hereby assign to you all our rights under any manufacturer or supplier warranty, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Agreement without first obtaining our approval. If we grant permission to move the Equipment, the Minimum Monthly Payments and Excess per Image Charges may be increased by us at our sole discretion to cover the additional costs of service, maintenance and supplies. You agree to: (a) keep the Equipment in your exclusive control and possession, (b) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications, and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

If any Equipment is designated "Service Only", you acknowledge and agree that (1) we do not own such Equipment, (2) we are not providing such Equipment to you pursuant to the terms of this Agreement, (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) that portion of the Minimum Monthly Payment attributable to such Equipment includes only the full service maintenance of such Equipment and not the use or rental of the Equipment.

**7 INDEMNITY** You are responsible for all losses, damage, claims, infringement claims, injuries and reasonable

attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement, for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or this Agreement. In the event of any such loss, we may increase the Minimum Monthly Payments and other amounts due to offset any such adverse effect.

**8 LOSS OR DAMAGE** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges, (ii) the present value of all remaining Minimum Monthly Payments and other charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

**9 DISTURBANCE** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee, and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to Lessor, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.

**10 DEFAULT** You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement, (b) a petition is filed by or against you or any Guarantor under any bankruptcy or insolvency law, or (c) you default under any other agreement with us.

**11 REMEDIES** If you default, we may do one or more of the following: (a) recover from you, AS UNCOLLATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Minimum Monthly Payments, Excess Per Image Charges and other charges, (ii) the present value of all remaining Minimum Monthly Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment, (b) declare any other agreements between us in default, (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the legal maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or legal right.

**12 END OF TERM OPTIONS: RETURN OF EQUIPMENT** At the end of the Term and upon 30 days prior written notice to us, you shall return all of the Equipment. This Agreement shall continue on a month-to-month basis and you shall pay us the same Minimum Monthly Payments, Excess Per Image Charges and other charges as applied during the Term and the Equipment is returned to us. If you are in default, or at the end of the Term (or the Renewal Term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications, and pay an inspection, restocking and handling fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

**13 ASSIGNMENT** You may not assign or dispose of any rights or obligations under this Agreement or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Agreement or our interest in the Equipment, and (b) release information we have about you and this Agreement to the manufacturer, supplier or any prospective investor, participant or purchaser of the Agreement. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, efforts or defenses you may have against us.

**14 MISCELLANEOUS** Notices must be in writing and will be deemed given 5 days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Agreement and by so doing you will not violate any law or agreement, and (b) this Agreement is signed by your authorized officer or agent. This Agreement is the entire agreement between us, and cannot be modified except by another document signed by us. This Agreement is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to: (a) obtain credit reports and make credit inquiries, (b) furnish payment history to credit reporting agencies; and (c) file UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us in event of correct missing information on this Agreement, including your proper legal name, social numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.**

**UCC FINANCING STATEMENT**

**A. NAME & PHONE OF CONTACT AT FILER (optional)**

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**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

**DILIGENZ INC**  
**6500 HARBOR HTS PKWY #400**

**MUKILTEO, WA 98275**

**Filing Number: 200718965037**

**Filing Date: 11/14/2007**

**Filing Time: 6:20 pm**

**Processing Office: State of Minnesota Secretary of State**

**Filed By: UCCOnlineFiling**

**1. DEBTOR'S EXACT FULL LEGAL NAME**

**ORGANIZATION'S NAME**  
**OPUS WEST CORPORATION**

Mailing Address <b>2415 E CAMELBACK RD</b>		City <b>PHOENIX</b>	State <b>AZ</b>	Postal Code <b>85016</b>	Country <b>USA</b>
Tax ID #: SSN or EIN	Add'l Info Re Organization Debtor	Type of Organization <b>CORP.</b>	Jurisdiction of Organization <b>USA MN</b>	Organizational ID #, if any <b>82-83</b>	<input type="checkbox"/> None

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME**

**INDIVIDUAL'S NAME**

Last Name	First Name	Middle Name	Suffix
Mailing Address		City	State
Postal Code		Country	
Tax ID #: SSN or EIN			

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)**

**ORGANIZATION'S NAME**  
**GENERAL ELECTRIC CAPITAL CORPORATION**

Mailing Address <b>1961 HIRST DRIVE</b>	City <b>MOBERLY</b>	State <b>MO</b>	Postal Code <b>65270</b>	Country <b>USA</b>
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4. This FINANCING STATEMENT covers the following collateral:  
 All Equipment, described herein or otherwise, leased to or financed for the Debtor by Secured Party under that certain Total Image Management Agreement, No. [REDACTED]-071 including all accessories, additions, replacements, additions, substitutions, add-ons and upgrades thereto, and any proceeds therefrom.

5. ALTERNATIVE DESIGNATION (if applicable)  Lessee/Lessor  Consignee/Consignor  Bailor/Borrower  Seller/Buyer  AG Lien  Non-UCC Filing

6.  This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA:  
 #30366907

Amendment Providing for

**Correction or Update of Equipment**

To: Opus West Corporation (Customer / Lessee) ("You")

Date: November 27, 2007

Re: Agreement No. 071 dated October 26, 2007 ("Agreement").

Owner / Lessor ("We", "Us"): General Electric Capital Corporation

The term "Agreement" shall mean Total Image Management Agreement, as such terms may be used in the above referenced Agreement.

The Equipment as it is to appear on the Agreement is as follows:

	Make/Model	Serial Number	Accessories
1	Canon IR7095		Surge Protector, Ecopy, Finisher, Print Board
2	Canon IR7095		Surge Protector, Ecopy, Finisher, Print Board
3	Canon IRC3380i		PostScript, CFU, Fax, Finisher, 512MB, Surge
4	Canon IRC4080i		PostScript, CFU, Fax, Finisher, 512MB, Surge, Ecopy
5	Canon IRC5185i		PostScript, CFU, Fax, Finisher, 512MB, Surge, Ecopy
6	Canon IRC6870		SERVICE ONLY
7	Toshiba C3100		SERVICE ONLY
8			
9			
10			
11			
12			
13			
14			
15			

See attached Schedule A

New Payment \$ \_\_\_\_\_ (plus applicable taxes)

Except as specifically amended herein, all other provisions of the Agreement shall remain in full force and effect.

This Amendment is hereby signed by duly authorized representatives of us and you as of the date of the Agreement.

**Please sign below, then fax this form to 660-269-1157.**

General Electric Capital Corporation

Opus West Corporation

(Customer / Lessee)

By: [Signature]

By: [Signature]

Name: Vickie Huet

Name: Vickie M. Sixta

Title: Account Mgr

Title: Secretary

**AMENDMENT**

This Amendment amends and supplements that certain Total Image Management Agreement No. [REDACTED]-071 dated as of 11/12, 2007 (the "Agreement"), by and between General Electric Capital Corporation ("Owner"), and Opus West Corporation ("Customer").

All capitalized terms used in this Amendment which are not otherwise defined herein shall have the meanings given to such terms in the Agreement. The words "you" and "your" mean the Customer named above. The words "we", "us", and "our" refer to the Owner named above.

Owner and Customer have agreed to amend the Agreement as follows:

- 1. In Section 3 of the Agreement, the following is deleted in its entirety:

You agree that we may increase the Minimum Monthly Payment and/or Excess Per Copy Charge each year during the Term of this Agreement by an amount not to exceed ten percent (10%) of the Minimum Monthly Payment and/or Excess Per Copy Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower.

Except as specifically amended herein, all other provisions set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date of the Agreement.

OWNER: GENERAL ELECTRIC CAPITAL CORP.

CUSTOMER: OPUS WEST CORPORATION

By: [Signature]  
Name: \_\_\_\_\_

By: [Signature]  
Name: VICKIE SIXTA

Title: Director of Contract Mgr

Title: SECRETARY



11/29/2007 10:21 FAX 7270223532

DANKA

001

**DANKA**  
Office Imaging Company  
11201 Danka Circle North  
St. Petersburg, FL 33716

*Francis Johnnie 12/10*

Questions regarding this invoice? 800-653-2652 (Promix 4)

<b>Account:</b> 135979	<b>Ship to:</b> 428763	<b>Issue Date:</b> 11/29/07
<b>Attn:</b> Accounts Payable	<b>OPUS WEST</b>	<b>Invoice No.:</b> 2525000
<b>General Electric Capital Corporation</b>	<b>2555 E CAMELBACK RD STE 800</b>	<b>Invoice Amount:</b> \$200,451.09
<b>1961 Hirst Drive</b>	<b>PHOENIX, AZ, 85016</b>	<b>Invoice Date:</b> 11/29/07
<b>Moberly, MO 65270</b>		<b>Page:</b> 1 OF 1
<small>DUE UPON RECEIPT - PAST DUE ACCOUNTS WILL BE CHARGED A LATE FEE OF 1.5% PER MONTH OR TO THE EXTENT ALLOWED BY LAW</small>		
<small>FEDERAL ID # 10-340754</small>		
<small>OLNS # 87-421-7599</small>		

Rep Name	Order #	Date Ordered	Date Shipped	Terms	Lease A/R Contact	Customer PO Number										
FRANCA M	2525000			Due upon receipt	Johnnie 727-622-3430	71										
Line	Item No.	Item Description	Ordered	Shipped	Unit Price	Ext Price										
	9CLIRC4080I_N TQH00795	Canon Color imageRUNNER C4080i NEW color: 69 B&W 103 11/20/07														
	9CLIRC3380I_N MMP01172	Canon Color imageRUNNER C3380i NEW color: 221 B&W 123 11/20/07														
	9CLIRC5185I_N MERO1027	CANON COLOR imageRUNNER C5185i NEW color: 58 B&W 145														
2x	9CNIR7095_N SHX15437 SHX15441	Canon imageRUNNER 7095 COPIER NEW meter: 171 11/20/07 meter: 175 11/20/07														
	9CLIRC6870 SUN11415	canon imageRunner 6870 COPIER (Service only) meter: 48998 11/20/2007														
	9TSGMES3100C_N CDK530831	Toshiba ES3100C COPIER (Service Only) color-77251 B&W-10610 11/20/07														
						<table border="1"> <tr><td>Sub Total</td><td>\$200,451.09</td></tr> <tr><td>Freight</td><td>\$0.00</td></tr> <tr><td>Sales Tax</td><td>\$0.00</td></tr> <tr><td>Late Fees</td><td>\$0.00</td></tr> <tr><td>Total</td><td>\$200,451.09</td></tr> </table>	Sub Total	\$200,451.09	Freight	\$0.00	Sales Tax	\$0.00	Late Fees	\$0.00	Total	\$200,451.09
Sub Total	\$200,451.09															
Freight	\$0.00															
Sales Tax	\$0.00															
Late Fees	\$0.00															
Total	\$200,451.09															

*110 W Washington  
Suite 110  
Phoenix AZ  
85007*

Detach and return this portion with your payment

<b>Remit To:</b>	<b>Account:</b> 1036	<b>DANKA</b> Office Imaging Company
Danka Office Imaging 4388 Collections Center Drive CHICAGO, IL 60693	General Electric Capital Corporation 1961 Hirst Drive Moberly, MO 65270	<b>Invoice No:</b> 2525000 <b>Invoice Date:</b> 11/29/07 <b>Past Due After:</b> 12/29/07
		<b>Total Amount Due:</b> \$200,451.09

# 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><b>Claim No: 42</b> <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: \$383821.53

**Total claimed: \$383821.53**

**History:**

Details    42-1    11/09/2009 Claim #42 filed by General Electric Capital Corporation, total amount claimed: \$383821.53 (McLain, William )

*Description:* (42-1) Claim relating to equipment lease number 071.

*Remarks:*

## Claims Register Summary