


UNITED STATES BANKRUPTCY COURT Northern District of Texas		PROOF OF CLAIM
Name of Debtor: Opus West Corporation, a Minnesota Corporation		Case Number: 09-34356,34360,34373,34334
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): CB Richard Ellis, Inc.		<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: CB Richard Ellis, Inc.-Legal Department 700 Commerce Drive, Suite 550, Oak Brook, IL 60523 Telephone number: (630) 573-7111		
Name and address where payment should be sent (if different from above): Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>328,016.00</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. 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)().
2. Basis for Claim: <u>Real Estate Services</u> (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: <u>2668</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"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate ____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: Add'l supprting docs to follow-Not available at this time.		Amount entitled to priority: \$ _____ <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
Date: 11/06/2009 Signature: <i>Griswold L. Ware</i> Griswold L. Ware - CB Richard Ellis, Inc.-Division General Counsel for the East		FOR COURT USE ONLY OPUS WEST  00578

FILED
NOV 9 2009
TAWANA C. MARSHALL, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

RECEIVED
NOV 10 2009
BMC GROUP

Amounts Due to CBRE By Debtor Parties

To: CB RICHARD ELLIS, INC.

In Connection with OPUS West Bankruptcy

Entity	Date(s)	LOB	Service Provided by CBRE	Amounts Owed
OPUS West LP, a Delaware Ltd Partnership	4/1/2009	Office Building Development - Brokerage (001361)	Lease between OPUS West LP and Long Lake, Ltd (2009-500374) No Payments Received. First half commission is all that is owed b/c Tenant did not occupy.	\$46,407
Opus West Corporation	4/8/2009	Brokerage	Leasing: The Commons, Chino Hills; Tenant - The Boiler	\$ 20,700.00
Opus West Corporation	2/19/2009	Brokerage	Leasing: The Commons, Chino Hills; Tenant - Business Group International	\$ 15,000.00
Opus West Corporation	2/20/2009	Brokerage	Leasing: The Commons, Chino Hills; Tenant: Wine Down	\$ 27,520.00
Opus West Corporation	2/19/2009	Brokerage	Leasing: The Commons, Chino Hills; Tenant: Lamkone	\$ 12,500.00
Opus West Corporation	2/20/2009	Brokerage	Leasing: The Commons, Chino Hills; Tenant: CBC Restaurant Corp.	\$ 19,665.00
Opus West Corporation	2/20/2009	Brokerage	Leasing: The Commons, Chino Hills; Tenant: 5 Star Industries, dba - Yogurtland	\$ 5,800.00
Opus West Corporation	2/20/2009	Brokerage	Leasing: The Commons, Chino Hills; Tenant: School's First	\$ 13,125.00
Opus West Corporation	3/1/2009	Brokerage	Leasing: The Commons, Chino Hills; Tenant: Arrowhead Credit Union	\$ 13,125.00
Opus West Corporation	3/1/2009	Brokerage	Leasing: The Commons, Chino Hills; Tenant: Arby's	\$ 49,875.00
Opus West Corporation	4/7/2009	Brokerage	Leasing: The Shoppes at Chino Hills; Tenant: Harvey's	\$ 8,127.00
Opus West Corporation	4/10/2009	Brokerage	Leasing: The Shoppes at Chino Hills; Tenant: Final Score	\$ 9,996.00
Opus West Corporation	4/10/2009	Brokerage	Leasing: The Shoppes at Chino Hills; Tenant: Crew Concessions	\$ 19,320.00
Opus West Corporation	2/19/2009	Brokerage	Leasing: The Shoppes at Chino Hills; Tenant: 4 U Bargains, Inc.	\$ 10,136.00

CHART C

Opus West Corporation	7/30/2009	Brokerage	Leasing: The Shoppes at Chino Hills; Tenant: Vicara, Inc.	\$	26,700.00
Opus West Corporation	5/27/2009	Brokerage	Leasing: The Shoppes at Chino Hills; Tenant: Ichikawa	\$	30,020.00

Total: \$328,016

RATIFICATION OF AND FIRST AMENDMENT TO COMMISSION AGREEMENT

THIS RATIFICATION OF AND FIRST AMENDMENT TO COMMISSION AGREEMENT ("Amendment") is made and entered into as of the 24 day of February, 2009 to be effective as of September 29, 2008, by and among OPUS WEST LP, a Delaware limited partnership ("Owner") and CB RICHARD ELLIS, INC., a Delaware corporation ("Agent").

RECITALS

A. Owner and Agent entered into that certain Commission Agreement dated as of October, 2007 in connection with certain tracts or parcels of land upon which two (2) office buildings has been or will be constructed and as known and described as Energy Crossing I & II, located at the intersection of the Katy Freeway and Highway 6 North, in the City of Houston, State of Texas, and more particularly described on Exhibit "A" attached to the Agreement (the "Property"); and

B. The parties hereto desire to enter into this Amendment to ratify and reaffirm the terms and provisions of the Agreement and to extend the term of the Agreement.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual terms, covenants, conditions and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Ratification. Except as amended hereby, all other terms and provisions of the Agreement are hereby reinstated, ratified, reaffirmed and acknowledged to be in full force and effect.

2. Term of Agency. The term of this Agreement shall be for a period of time commencing on October 1, 2007 and terminating on September 30, 2009. Upon the expiration of the initial term, the Agreement shall become a month-to-month Agreement (and the term shall be extended accordingly). Notwithstanding the foregoing, the Agreement (as amended by this Amendment) may be terminated in accordance with the provisions of Paragraph 12 of the Agreement.

3. Entire Agreement; Modification. The written Agreement as amended by this Amendment constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change the Agreement as amended by this Amendment and no waiver of any of its terms will be effective unless in a written agreement executed by the parties.

4. Counterparts. This Amendment may be executed in counterparts (facsimile or otherwise) by Owner and Agent and each of such counterparts shall be deemed an original for all purposes, but all of such counterparts shall constitute, collectively, one Amendment.

5. Controlling Law. This Amendment has been made under the laws of the State of Texas, and this Amendment shall be construed and enforced in accordance with the laws of the State of Texas.

6. Authority. Each signator to this Amendment represents and warrants that s/he has full authority to sign this Amendment on behalf of the party for whom s/he signs and that this Amendment binds such party.

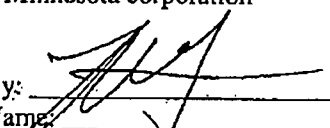
(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

OWNER:


OPUS WEST LP, a Delaware limited partnership

By: OPUS WEST CORPORATION,
a Minnesota corporation

By: 
Name: _____
Title: **JOHN W. GREER**
EXECUTIVE VICE PRESIDENT

AGENT

CB RICHARD ELLIS, INC., a Delaware
corporation

By: 
Name: Mark Taylor
Title: Managing Director

COMMISSION AGREEMENT

THIS COMMISSION AGREEMENT ("Agreement") is made and entered into as of the 18 day of October, 2007, by and among OPUS WEST LP, a Delaware limited partnership ("Owner") and CB RICHARD ELLIS, INC., a Delaware corporation ("Agent").

RECITALS

A. Owner owns certain tracts or parcels of land upon which will be constructed an office building ("Building"), known and described as Energy Crossing I & II, located at the intersection of the Katy Freeway and Highway 6 North, in the City of Houston, State of Texas, and more particularly described on Exhibit "A" attached hereto and incorporated herein, which land and Building are hereinafter sometimes referred to as the "Property"; and

B. The parties hereto desire to enter into an agreement whereby Owner appoints Agent as Owner's exclusive leasing agent for the term hereof, subject to and in accordance with the terms, covenants, conditions and agreements herein contained, to lease portions of the Building to be located on the Property.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual terms, covenants, conditions and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Employment of Agent. Owner hereby retains Agent as its exclusive agent for the term hereof, upon the conditions and for the compensation hereinafter set forth, to lease portions of the Building to be located on the Property (hereinafter sometimes referred to as the "Contemplated Transactions"). IN NO EVENT SHALL THIS AGREEMENT BE INTERPRETED TO INCLUDE ANY OTHER LAND OR OTHER BUILDINGS LOCATED NEAR THE PROPERTY NOR ESTABLISH ANY RIGHT TO COMPENSATION BY AGENT UPON THE SALE OF ALL OR ANY PART OF THE PROPERTY OR THE BUILDING.

2. Term of Agency. The term of this Agreement shall be for a period of time commencing on October 1, 2007 and terminating on September 30, 2008. Notwithstanding the foregoing, this Agreement may be terminated in accordance with the provisions of Paragraph 12 hereof.

3. Acceptance by Agent and Duties of Agent. Agent hereby accepts such agency and agrees to perform all services appropriate and necessary for the Contemplated Transactions, and Agent shall:

(a) Use its best efforts to procure tenants and assist Owner and its agents (to the extent requested by Owner) in the negotiation of all Contemplated Transactions. If applicable, all leases shall be at rental amounts, as applicable, not less than the amounts shown on any Rental Schedule approved by Owner pursuant to the provisions of Paragraph 4 hereof (unless rental amounts less than those on the Rental Schedule are approved in writing by Owner in its sole discretion), and the form of the lease agreements approved by Owner pursuant to Paragraph 7 hereof, shall form the basis on which Contemplated Transactions shall be negotiated. Agent shall not have the right to sign any lease agreement or any document relating thereto on behalf of Owner or to cancel or amend any such agreement on behalf of Owner; and it is expressly understood that all such lease agreements or other agreements in connection therewith shall be submitted to Owner and be executed by Owner. Subject to applicable local, state, and federal law, Owner shall have the right, in its sole discretion, to accept or reject any proposed tenant and to change its requirements as to the terms and forms of acceptable lease agreements, whether before or after submission to a proposed tenant.

(b) At its sole expense, maintain an adequate leasing staff sufficient to satisfy the requirements of Owner in consummating the Contemplated Transactions. Such staff shall include John Pruitt, Dena Wren, or such other replacement personnel of Agent as are approved in writing by Owner ("Approved Leasing Representatives").

(c) Within a budget to be approved in advance by mutual agreement of Owner and Agent, and in accordance with Exhibit "B" attached hereto, advertise rental space in the Building, and promote the leasing

of such space by newspaper advertising, signs, circulars, mailings, including the preparation of a marketing brochure, and other appropriate forms of advertising, all of which shall be approved in advance by Owner for form and content and paid for in accordance with Exhibit "B".

(d) Cooperate with other brokers and Owner in consummating the Contemplated Transactions. Fees paid to other brokers shall be in accordance with the provisions of Paragraph 8 hereof. Notwithstanding the foregoing, Owner reserves the right to negotiate lease agreements for the Contemplated Transactions in accordance with the provisions of Paragraph 11 hereof.

(e) Meet with Owner on a monthly basis, or more frequently if requested by Owner, in order to plan and implement the leasing program for the Property and to keep Owner fully advised as to the status of leasing activity for the Building. The meetings shall be attended by the staff of Agent specified in Paragraph 3(b) and, if reasonably requested by Owner, by at least one executive of Agent.

(f) Perform such other duties as are reasonably and customarily performed by leasing agents leasing similar properties in the Houston metropolitan area, including without limitation, those duties identified on Exhibit "B".

4. Rental Schedule. In the event Owner formulates a Rental Schedule (exclusive of operating expenses and taxes):

(a) All lease agreements shall comply with the Rental Schedule, as appropriate, unless Owner in its sole discretion agrees in writing to a rental amount less than the amount in the Rental Schedule; Owner reserves the right to amend the Rental Schedule from time to time.

(b) Tenants shall pay such other charges as are called for by the form of lease agreement adopted by Owner.

(c) The Rental Schedule shall form the basis on which Contemplated Transactions shall be negotiated and may be modified in particular instances with the written consent of Owner.

5. Exclusiveness of Agent. Owner shall not, during the term of this Agreement or any extension hereof, authorize any other person, firm or corporation to negotiate or act as agent with respect to any Contemplated Transaction, save and except for the reservation by Owner set forth in Paragraph 11 hereof, and provided that tenants or prospective tenants shall have the right to hire agents for the purpose of subleasing their space in the Building and otherwise representing such parties with no obligation on Owner or such tenants (unless there is a written agreement between Owner and any outside broker or Agent, or between tenants and Agent) to compensate Agent therefor. Subject to prior approval by Owner, Agent shall have the right to display on the Property suitable signs of Agent which state that Agent is the leasing agent of the Building. All such signs will include a reference that the Property is an Opus development, and such information shall be displayed in equal prominence to the name of Agent. All such signage shall be in conformance with any applicable governmental ordinances and regulations and covenants, conditions and restrictions, if any, affecting the Property.

6. Insurance. Agent shall maintain commercial general liability insurance against claims for bodily injury, death or property damage occurring in, on or about the Property in amounts of at least One Million Dollars (\$1,000,000.00) per combined single limit; and Two Million Dollars (\$2,000,000.00) general aggregate. Owner shall be named as an additional insured on such insurance policy, to the extent of Agent's indemnity obligations hereunder. Agent shall maintain worker's compensation insurance covering servants and employees engaged in the performance of this Agreement at all times during the term of this Agreement. Agent shall provide Owner, within ten (10) days after execution of this Agreement, a certificate of insurance in a form satisfactory to Owner evidencing said coverage. Agent shall give Owner notice of any cancellation, nonrenewal or adverse change in the insurance policy required herein within thirty (30) days of the date upon which Agent receives notice of such event.

7. Forms. Owner reserves the right to adopt, change or amend lease forms or such other forms as it may deem appropriate or necessary, and Owner shall furnish Agent with basic lease forms and other forms. Agent

shall thereafter use such lease forms and other forms to the extent practical in the negotiation of all leases or other matters requiring formal legal documentation. Such lease forms shall be modified upon the request of Owner.

8. Duties of Owner. Owner shall disclose to Agent and to prospective tenants or purchasers any and all information which Owner has regarding present and future zoning and environmental matters affecting the Property and the condition of the Property, including, but not limited to, structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, or about the Property. Agent is authorized to disclose any such information to prospective tenants and purchasers.

9. Compensation of Agent. Subject to Paragraph 11 hereof, Owner shall pay Agent the following compensation for its services in connection with this Agreement. The following commissions shall be earned for services rendered if, during the term of this Agreement: (i) the Property is leased to a tenant procured by Agent, Owner, or anyone else; or (b) any contract for the lease of the Property is entered into by Owner.

(a) Leases without co-broker: A one time fee of four percent (4%) of the fixed base rent (but excluding all other payments or charges paid by tenant to Owner) for the initial Lease term up to ten years. No compensation or commission shall be due or paid to Agent with respect to the balance of the initial term if the initial term exceeds ten (10) years, unless approved in advance by Owner.

(b) Leases with co-broker: A one time fee of six percent (6%) of the fixed base rent (but excluding all other payments or charges paid by tenant to Owner) for the initial Lease term up to 10 years. No compensation or commission shall be due or paid to Agent with respect to the balance of the initial term if the initial term exceeds ten (10) years, unless approved in advance by Owner. In all co-brokerage situations where a broker other than Agent procures a tenant for space in the Building and Owner accepts the Contemplated Transaction, Owner will pay the 6.00% commission above as follows: (1) a commission equal to 4.0% to such co-operating broker and (2) a commission equal to 2.00% to Agent. Should a bonus be offered to a procuring broker in a co-brokerage situation, Agent will in no way be entitled to a bonus or portion thereof. For purposes of this Paragraph 8, "co-broker" means any broker other than the Approved Leasing Representatives of Owner under Paragraph 3(b) of this Agreement.

(c) Month to month tenancies. On month-to-month tenancies accepted by Owner, (except month-to-month tenancies at the end of any lease term as a result of the holding over by a tenant for which no commission shall be due), the leasing fee shall be fifty percent (50%) of the first month's base rent; provided, however, if during the term of this Agreement only, the lease is converted from a month-to-month tenancy to a fully executed Lease accepted by Owner with a term of at least three (3) years (exclusive of any period of time under which the tenancy was on a month-to-month basis), then, in that event, Agent shall be paid a commission based on Paragraph 8(a) or 8(b), whichever is applicable, less any commission previously paid on said tenancy under this subparagraph (c) and subject to all the terms, conditions and covenants of this Agreement.

(d) All commissions relating to leases in the Building shall be payable as hereinafter set forth at such time as a lease agreement is executed by a tenant and by Owner and delivered to the respective parties with all exhibits, work letters, floor plans, security deposit and other related documents approved in full by Owner, as landlord, and by the tenant. In the event that any lease agreement has a right of cancellation after the commencement date thereof (save and except for those cancellation provisions arising by reason of destruction of the Building or eminent domain proceedings), Owner shall pay Agent a commission on the non-cancellable portion of the term of such lease only. If, however, the tenant or lessee under such lease is liable for payment of Agent's remaining commission as a condition of exercising its right of cancellation, then Owner shall pay Agent its full commission, as set forth in this Agreement.

(e) Owner shall pay fifty percent (50%) of the commission upon (i) delivery to Owner of a fully completed lease agreement (with exhibits), and any additional information or documentation required for the effectiveness of lease, including, without limitation, any required and completed parking licenses, guaranties, work letters and related documents, executed in each instance by both the prospective tenant, Owner and guarantor, if applicable, together with any required security deposit, and (ii) the removal, satisfaction or waiver of all conditions or contingencies by which any such lease agreement could be declared null and void prior to the commencement

date. The remaining fifty percent (50%) of the commission will be paid upon the Owner's receipt of the first month's rent from such tenant (not including the payment of a security deposit) concurrently with or after the commencement date of the lease. In the event that a tenant fails to pay rent in the Building after executing and delivering a lease agreement, any remaining commission shall not be due from and will not be paid by Owner, and Agent waives all rights to such remaining commission.

(f) In computing commissions pursuant to this Paragraph 8, no commission will be paid on (i) any renewal options or on any renewals, unless the renewal option is exercised, or the renewal or extension of the term of a lease is consummated during the term of this Agreement; (ii) any expansion of space by a tenant after the date the certificate of occupancy has issued for such tenant's original leased premises, unless such expansion of space is consummated, during the term of this Agreement; (iii) any options to acquire additional space exercised after the date the certificate of occupancy has issued for such tenant's original leased premises, unless such option is exercised during the term of this Agreement; (iv) tenant improvements in excess of thirty dollars (\$30) per square foot; (v) any and all escalations in rental occasioned by an increase in real estate taxes, expenses for operating and maintaining the Property or the Building located thereon, expenses in the nature of "CAM" or any similar kinds of costs or expenses paid by tenants to or on behalf of Owner, whether or not any of the foregoing is characterized as "additional rental", or by reason of other adjustments in rental; (vi) any rent which is abated or any rental concession; (vii) any rental attributable to the assumption of an existing lease, to reimbursement of a tenant for payments due in connection with space leased by such tenant but which space is to be or was vacated as a result of such tenant's lease of space in a building, to reimbursement by Owner of moving, relocation or minor refurbishment expenses or to a transfer of so-called "Investment Tax Credit"; (viii) transaction privilege, sales or other excise taxes paid by tenant to Owner; and (ix) any other payment by tenant which is other than the payment of true net rent to Owner.

(g) Agent shall have no right to list the Property or any portion thereof for sale or to grant any options to purchase the Property or to negotiate for any transaction other than the Contemplated Transactions, unless Owner has pre-approved any such right in writing.

(h) Agent shall indemnify, defend and hold harmless Owner with respect to any claim by any co-broker in excess of the amounts payable to such co-broker under the provisions of Paragraph 8 hereof, unless said excess commission received the prior written approval of Owner.

(i) Upon execution of any lease agreement contemplated hereunder and upon request by Owner, Agent shall cause itself to execute an agreement setting forth the specific commission payable with respect to the Contemplated Transaction.

(j) Agent shall not be authorized to lease space for a term of less than sixty (60) months. In the event that Agent offers a lease for a term of less than sixty (60) months and Owner accepts the same, the commission thereon shall be upon the same schedule as set forth in Paragraph 8 hereof.

(k) If any tenant, after having taken occupancy of leased space in the Building under a lease agreement ("Original Lease") ceases to pay rent and vacates the same for any reason other than Owner's default within four (4) months after taking possession and provided this Agreement is still in effect, the Approved Leasing Representatives will use their best efforts, for a period of one (1) year after the date tenant vacates the same and ceases paying rent to obtain a replacement tenant for that space.

10. Registration and Proposals For Prospects. Agent shall register all prospective tenants secured by Agent, a co-broker, Owner, or anyone else, and Agent shall provide Owner with copies of all correspondence with prospective tenants. Agent shall register all prospective tenants with Owner by informing Owner of (i) the name and address of such prospective tenant (ii) the Building space Agent intends to offer to such prospective tenant, and (iii) the proposed term of the lease and rental rate. The registration of a prospective tenant shall be contained in the monthly report (as described in Paragraph 13) due after the Agent's first contact with such prospective tenant. All proposals to prospective tenants shall be prepared by Owner or Owner's agent on Owner's stationery or on Owner's agent's stationery for submission to a prospective tenant by Agent.

11. Reservation by Owner. Owner reserves the right, for itself and its affiliates (including without limitation Opus Corporation, Opus West Corporation and Opus West Management Corporation), to negotiate all lease agreements, in whole or in part, with any prospective tenant, it being agreed that all lease agreements must be satisfactory to Owner in its sole discretion, provided, however, nothing herein shall be construed to alter Owner's payment obligations to Agent under Paragraph 8 of this Agreement.

12. Termination. Notwithstanding any other provision of this Agreement, the agreements herein contained shall be terminated and the rights and obligations of the parties hereto shall thereupon cease, and an accounting shall be made by Agent to Owner, upon any of the following circumstances or events:

(a) Consummation of a bona fide sale of any of the Building or the Property and delivery of possession of the Building(s) or the Property to the new owner.

(b) Substantial Destruction of the Building. For purposes of this Agreement, the term "Substantial Destruction" shall be defined as destruction involving forty percent (40%) or more of the value of the Building.

(c) Taking under eminent domain or other like proceedings. This Agreement shall terminate with respect to the portion so taken, but shall remain in full force and effect with respect to the balance of the Property; provided, however, that if the taking is of a substantial portion of the Property (twenty percent (20%) or more of the value thereof), this Agreement shall terminate as to all of the Property on the date when said taking occurs.

(d) Agent or Owner is adjudged bankrupt or makes an assignment for the benefit of its creditors or seeks relief from its creditors under any bankruptcy or insolvency act, or the Property comes under the jurisdiction of the bankruptcy court. In the event Owner or the Property comes under the jurisdiction of the bankruptcy court, Owner shall immediately notify Agent of same.

(e) Mutual agreement of Owner and Agent expressed in writing.

(f) Expiration of the term of this Agreement without a written extension or renewal agreement signed by Owner and Agent.

(g) Thirty (30) days after written notice to terminate this Agreement is given by either party to the other party, which written notice may be given at any time without cause.

13. Monthly Reports. On or before the first day of each calendar month during the term of this Agreement, Agent shall furnish to Owner a written report describing the current status of the leasing program for the Property and setting forth in detail the following information:

(a) A description of all calls made by Agent on prospective tenants during the previous calendar month and the disposition or result of each such call;

(b) A registration of prospective tenants as described in Paragraph 10, a list of the prospective tenants who constitute current prospects for the Property, and a description of the status of negotiations with each such prospective tenant;

(c) Upon request, a description, to the extent of the Agent's knowledge, of all leasing transactions involving office leases consummated in the greater Houston area during the previous calendar month, including a summary of the terms of the transaction; and provided said information is not confidential or would be in bad faith to disclose; and

(d) Such other information that Owner may from time to time request.

14. Post-Termination Rights of Agent. Owner further agrees to pay Agent a commission in accordance with Paragraph 8 hereof if, within one hundred eighty (180) days after expiration or termination of this Agreement, a written lease agreement is entered into between owner and any prospective tenant registered with Owner in accordance with Paragraph 10 and 14. For purposes of the preceding sentence, within ten (10) days after the expiration or sooner termination of this Agreement, Agent shall have the opportunity to register clients by submitting to Owner a written list stating that Agent is registering prospective tenants for the purposes of this Paragraph 14 and setting forth the names of only such prospective tenants (a) whom Agent has taken to meet with Owner prior to the termination of this Agreement for discussions of the terms and conditions of a proposed lease for a portion of the Building; (b) for whom Agent previously generated with Owner's approval, or Owner previously generated, a proposal for lease (Except as otherwise provided in this Paragraph 14 with respect to clients properly registered with Owner, Agent shall have no right to a commission or any other compensation with respect to any leases negotiated or signed after the termination hereof; and Agent shall have no right to a commission or any other compensation with respect to any client properly registered with Owner in accordance with this Paragraph 14 if for any reason whatsoever a lease agreement is not signed with such registered client within one hundred eighty (180) days after the date of termination of this Agreement); or (c) to whom Agent has negotiated (either directly or through another broker or agent).

15. Personal Assignment. It is expressly understood that the Approved Leasing Representatives specified in paragraph 3(b) hereof are assigned to lease space in the Building(s). Agent shall provide Owner with thirty (30) days advance written notice of any change of personnel and Owner may reasonably approve or disapprove any such change. Agent agrees to use employees, agents and other personnel which are acceptable to Owner. In the event Owner determines, in its sole discretion, that such personnel are not diligently pursuing the leasing program to Owner's satisfaction, Agent agrees to make personnel changes within fifteen (15) days from transmittal of written notice by Owner. If Agent and Owner are unable to agree on such personnel changes, then Owner may, pursuant to the provisions of paragraph 12, terminate this Agreement by giving Agent thirty (30) days written notice. In no event shall Agent or its agents or employees be deemed to be employees of Owner but shall be independent contractors with respect to Owner.

16. Representation of Third Party Principal. Owner acknowledges that Agent is a national brokerage firm and that in some cases it may represent prospective tenants or purchasers. Owner desires that the Property be presented to such persons or entities, and consents to any dual representation created in the event that such tenant or purchaser is also represented by Agent or Approved Leasing Representatives. Agent and Approved Leasing Representatives shall not disclose the confidential information of one principal to the other. Although Agent is authorized to submit lease offers to Owner from a prospective tenant, Agent shall not be authorized to represent a tenant unless the written consent of Owner has been first obtained. Agent shall submit to Owner all tenant lease offers received with respect to the Property. Agent agrees that neither Agent nor its agents or employees shall make any recommendation or representation as to the legal sufficiency, legal effort or tax consequences of any tenant lease negotiated for the Property. Agent agrees and acknowledges that it shall not have, and shall not purport or hold itself out to have the authority to make any representations on behalf of Owner (other than regarding rent and physical characteristics and condition of the Property), to execute leases, lease commitments or to bind Owner as to any matters whatsoever.

17. Notice and Payments. Any notice to be given or other document to be delivered by any party to the other or others hereunder, and any payments from Owner to Agent, may be delivered in person to an officer of any party, or may be deposited in the United States mail, if mailed by first class registered or certified mail, return receipt requested, with postage prepaid, or by Federal Express or other similar overnight delivery service, or by facsimile with confirmation by U.S. mail as provided above, as follows:

(a) To Owner:

Opus West LP
10375 Richmond Avenue
Houston, TX 77042
Attention: Robert Wheless
Facsimile No.: (713) 953-0216

With a copy to:

Opus West Corporation
2555 East Camelback Road, Suite 800
Phoenix, AZ 85016
Attention: Legal Department
Facsimile No.: (602) 468-7045

(b) To Agent:

CB Richard Ellis, Inc.
2700 Post Oak Boulevard, Suite 400
Houston, TX 77056
Attention: John Pruitt
Facsimile No.: (713) 960-8583

Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Unless otherwise specifically provided for herein, all notices, payments, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given and received (i) upon personal delivery, or (ii) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding Business Day after deposit with Federal Express or other similar overnight delivery system or (iv) upon confirmation of receipt if sent by facsimile. The addition of any entity to the notice provisions of this Agreement shall not give such entity any right or interest in this Agreement to demand the performance of any obligation or duty imposed on any party hereto.

18. Assignment. Agent shall be prohibited from assigning its interest in this Agreement, or any portion thereof, without the written consent of Owner. Owner may assign this Agreement without the consent of Agent; however, any such assignment shall not relieve Owner of its obligations under this Agreement, unless such obligations are expressly assumed by the assignee.

19. Entire Agreement; Modification. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a written agreement executed by the parties.

20. Controlling Law. This Agreement has been made under the laws of the State of Texas, and this Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

21. Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.

22. Limitation on Owner's Liability. The obligations of Owner under this Agreement are not personal obligations of Owner's shareholders, directors, employees, agents or representatives and Agent shall not look to the assets of, nor seek recourse against, such shareholders, directors, employees, agents or representatives.

23. Indemnification. In the event legal action is initiated by any individual(s) or entity(s) against Owner, or its representatives, alleging misrepresentation or omission of any material information by Agent, or its agents, pertaining to the Property, Agent shall and does hereby indemnify, protect, defend and hold Owner harmless from any loss, cost (including attorneys' fees and costs) and liability whatsoever and shall satisfy all costs incurred

therein (including any cost incurred in enforcing this indemnification provision); provided, however, that such obligation to defend and indemnify shall not apply if the legal action is based upon or arises in any way out of Owner's, its agents', or affiliates' negligent or willful misrepresentation or omission of material information. In addition, Agent will have the right to (i) select and employ attorneys reasonably acceptable to Owner to defend against such legal action, and (ii) decide, subject to Owner's reasonable consent, which consent shall not be unreasonably withheld or delayed, whether to settle or defend against any such legal action.

In the event legal action is initiated by any individual(s) or entity(s) against Agent, or its representatives, alleging misrepresentation or omission of any material information by Owner, or its representatives, or its agents, pertaining to the Property, Owner shall and does hereby indemnify, protect, defend and hold Agent harmless from any loss, cost (including attorneys' fees and costs) and liability whatsoever and shall satisfy all costs incurred therein (including any cost incurred in enforcing this indemnification provision); provided, however, that such obligation to defend and indemnify shall not apply if the legal action is based upon or arises in any way out of Agent's, its agents', or affiliates' negligent or willful misrepresentation or omission of material information. In addition, Owner will have the right to (i) select and employ attorneys reasonably acceptable to Agent to defend against such legal action, and (ii) decide, subject to Agent's reasonable consent, which consent shall not be unreasonably withheld or delayed, whether to settle or defend against any such legal action.

24. Joint and Several Liability. If Agent is comprised of two or more parties, all obligations and liabilities of Agent hereunder shall be the joint and several obligation of each party constituting Agent. Any payments made by Owner hereunder to any party constituting Agent shall be deemed to be payments to Agent hereunder, and no party constituting Agent shall contest with Owner any such payment but shall instead look only to the other party(ies) constituting Agent if such party believes it is entitled to a portion of such payment.

25. Representation by Agent. Agent represents that it is duly licensed and qualified to act as a real estate broker in the State of Texas.

26. Compliance with Laws. The parties agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders which have jurisdiction over the parties, Property, or subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans with Disabilities Act. The parties acknowledge that it is illegal for either Owner or Agent to refuse to display or sell the Property to any person because of the person's race, color, religion, national origin, sex, marital status or physical disability.

27. Cost of Enforcement. In the event of any action or proceeding between Owner and Agent to enforce any of the provisions and/or rights under this Agreement or on account of a breach of any term or provision hereof (including without limitation arbitration, mediation and court actions at law or in equity), the unsuccessful party to such action or proceeding agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred therein by such prevailing party, including any such costs and expenses incurred in any appeal, and if such prevailing party shall recover an award or judgment in any such action or proceeding, such costs, expenses and fees shall be included in and as a part of such award or judgment.

28. Authority. Each signator to this Agreement represents and warrants that s/he has full authority to sign this Agreement on behalf of the party for whom s/he signs and that this Agreement binds such party.

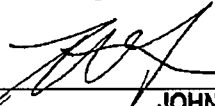
CONSULT YOU ADVISORS - This document has legal consequences. No representation or recommendation is made by Agent as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

OWNER:

OPUS WEST LP, a Delaware limited partnership

By: OPUS WEST CORPORATION,
a Minnesota corporation

By: 
Name: JOHN W. GREER
Title: EXECUTIVE VICE PRESIDENT

AGENT

CB RICHARD ELLIS, INC., a Delaware corporation


By: 
Name: MARK TAYLOR
Title: Managing Director

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

FIELD NOTE DESCRIPTION of a 16.898 acre (736,065 square feet) tract of land located in the David Middleton Survey, Abstract Number 535, Harris County, Texas, said 16.898 acre tract of land being all of a called 12.000 acre tract described deed to KT6-A Corporation, recorded under Harris County Clerk's File Number (H.C.C.F. No.) J299042, and all of a called 4.982 acre tract described in deed to KT-6B in H.C.C.F. No. J299040, said 16.898 acre tract being more particularly described by metes and bounds as follows (The bearings described herein are based on the western line of said called 4.982 acre tract):

BEGINNING at a 1/2-inch iron rod found at the southern corner of said called 12.000 acre tract, being the southwest corner of a called 3.98212 acre tract described in deed to M. Hassan Kazemini and Mohammad Ali Mallazi Mehrjerdi, recorded under H.C.C.F. No. J515174, and being on a northwest line of Barker Reservoir;

THENCE, North 47° 32' 58" West, along the common line of said called 12.000 acre tract and said Barker Reservoir, and the common line of aforesaid called 4.982 acre tract and said Barker Reservoir, a distance of 831.58 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an interior corner of the herein described tract, from which a U.S. Corps of Engineers disk set in concrete bears South 33° 30' 46" East, a distance of 1.82 feet;

THENCE, South 88° 27' 00" West, continuing along the common line of said 4.982 acre tract and said Barker Reservoir, a distance of 421.62 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking the southwest corner of the herein described tract;

THENCE, North 01° 23' 09" West, at a distance of 60.00 feet passing a 5/8-inch iron rod found marking the southeast corner of a called 1.4014 acre tract described in deed to Nasy Lodging Group, Inc., recorded under H.C.C.F. No. U600708, and continuing for a total distance of 490.91 feet to an "X" set in concrete and marking the northwest corner of the herein described tract and the northeast corner of said called 1.4014 acre tract, and being in the southerly Right-of-Way line of Interstate Highway 10 (width varies);

THENCE, South 87° 21' 06" East, along said southerly Right-of-Way line of Interstate Highway 10, a distance of 132.02 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set;

THENCE, continuing along said southerly Right-of-Way line in a easterly direction, along the arc of a curve to the left, having a radius of 5,769.58 feet, a central angle of 04° 00' 00" (chord bears, South 89° 21' 06" East, 402.71 feet) and an arc distance of 402.79 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set marking an interior corner of the herein described tract;

THENCE, North 88° 38' 54" East, continuing along said southerly Right-of-Way line, a distance of 486.55 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking the most northerly northeast corner of the herein described tract, being the County Map Records;

THENCE, South 01° 26' 15" East, continuing along the common line of said called 12.000 acre tract and said called 2.5391 acre tract, a distance of 535.31 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an interior corner of the herein described tract, being the southwest corner of said called 2.5391 acre tract;

THENCE, North 88° 35' 13" East, along the common line of said called 12.000 acre tract and said called 2.5391 acre tract, a distance of 414.78 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking the most easterly northeast corner of the herein described tract, being on the westerly Right-of-Way line of State Highway 6 (width varies);

THENCE, South 02° 25' 44" East, along said westerly Right-of-Way line, a distance of 89.65 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an exterior corner of the herein described tract;

THENCE, North 47° 01' 45" West, continuing along said westerly Right-of-Way line, a distance of 14.27 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an interior corner of the herein described tract;

THENCE, South 88° 36' 30" West, continuing along said westerly Right-of-Way line, a distance of 55.30 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an interior corner of the herein described tract;

THENCE, South 47° 40' 00" East, continuing along said westerly Right-of-Way line, a distance of 59.14 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an exterior corner of the herein described tract;

THENCE, South 02° 40' 00" East, continuing along said westerly Right-of-Way line, a distance of 88.14 feet, to a 5/8-inch iron rod with an orange plastic cap stamped "West Belt Surveying Inc" set and marking an exterior corner of the herein described tract, being the northeast corner of aforesaid 3.98212 acre tract;

THENCE, South 88° 41' 35" West, along the common line of aforesaid 12.000 acre tract and said 3.98212 acre tract, a distance of 395.65 feet, to a 1/2-inch iron rod found and marking an interior corner of the herein described tract, being the northwest corner of said 3.98212 acre tract;

THENCE, South 01° 26' 53" East, continuing along said common line, a distance of 298.55 feet, to the POINT OF BEGINNING and containing a computed area of 16.898 acres (736,065 square feet) of land as depicted on the ALTA\ACSM Land Title Survey dated: May 3, 2007, prepared by West Belt Surveying, Inc., Project No. 5546-0054A.

EXHIBIT "B"

ADVERTISING AND PROMOTIONAL EXPENSES

1. Advertising: Agent shall develop a program of advertising to be approved by Owner. The expenses shall be borne as agreed upon on a case-by-case basis; said agreement to be in writing acknowledged by both Agent and Owner.
2. Signage: Agent shall install at its own expense "For Lease" signs on the Property as approved by Owner. Agent understands that such signage shall conform to the graphic standards of Owner. Owner has the right, at its sole expense, to install any additional company or project signs.
3. Periodic Mailings: Agent shall mail marketing materials on a regular basis to the brokerage community and shall keep the brokerage community informed of available space and rental rates. Agent shall pursue a program of regular mailings to selected prospective tenants at Agent's sole expense. Agent agrees that the mailing program will be as comprehensive as practical.

Initials:


Owner 
Agent _____

EXHIBIT "B"

ADVERTISING AND PROMOTIONAL EXPENSES

1. Advertising: Agent shall develop a program of advertising to be approved by Owner. The expenses shall be borne as agreed upon on a case-by-case basis; said agreement to be in writing acknowledged by both Agent and Owner.
2. Signage: Agent shall install at its own expense "For Lease" signs on the Property as approved by Owner. Agent understands that such signage shall conform to the graphic standards of Owner. Owner has the right, at its sole expense, to install any additional company or project signs.
3. Periodic Mailings: Agent shall mail marketing materials on a regular basis to the brokerage community and shall keep the brokerage community informed of available space and rental rates. Agent shall pursue a program of regular mailings to selected prospective tenants at Agent's sole expense. Agent agrees that the mailing program will be as comprehensive as practical.

Initials:

Owner JL
Agent MM