

UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS		PROOF OF CLAIM
Name of Debtor: (Check Only One): <input checked="" type="checkbox"/> Opus West Corporation <input type="checkbox"/> Opus West Construction Corporation <input type="checkbox"/> O.W. Commercial, Inc. <input type="checkbox"/> Opus West LP <input type="checkbox"/> Opus West Partners, Inc.	Case Number: <div style="font-size: 1.2em; font-family: monospace;">09 - 34356 - HDH-11</div>	
<small>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.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <div style="font-family: cursive; font-size: 1.1em;">General Electric Capital Corporation c/o Denise Johnson 1010 Thomas Edison Boulevard SW Cedar Rapids, Iowa 52404</div>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: <small>(If known)</small> Filed on:	
Name and address where notices should be sent: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 1.1em;">NOV 12 2009</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">BMC GROUP</div>	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Telephone number: Email Address: Name and address where payment should be sent (if different from above): Telephone number:	<div style="border: 1px solid black; padding: 5px;"> 1. Amount of Claim as of Date Case Filed: <u>\$ 16,620.01</u> <small>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.</small> <small>If all or part of your claim is entitled to priority, complete item 5.</small> <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. </div>	
2. Basis for Claim: <u>Equipment Lease</u> <small>(See instruction #2 on reverse side.)</small>	5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). <small>If any portion of your claim falls in one of the following categories, check the box and state the amount.</small> 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: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">\$</div>	
3. Last four digits of any number by which creditor identifies debtor: <u>064</u> 3a. Debtor may have scheduled account as: _____ <small>(See instruction §3a on reverse side).</small>	4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount Unsecured: \$ _____	
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See instruction 7 and definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____	FOR COURT USE ONLY	
Date: <div style="font-size: 1.2em; font-family: monospace;">11-9-09</div>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="text-align: center;"> William Thomas McChesney Attorney at Law </div>	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
 Modified B10 (GCG) (12/08)



Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive
Suite 300
Cerritos, CA 90703-9364

Striping Plus, Inc.
2469 Doreen Street
Grand Prairie, TX 75050

Thomas G. Styskal on behalf of Creditor Active Fire Protection, Inc.
Kinley and Styskal
2600 Walnut Ave., Suite E
Tustin, CA 92780-7032

William R. Sudela on behalf of Creditor Karsten Interior Services, L.P.
2727 Allen Parkway
Suite 1700
Houston, TX 77019-2125

Bryce A. Suzuki on behalf of Creditor M & I Marshall & Ilsley Bank
Bryan Cave LLP
1 Renaissance Square
Two N. Central Avenue, Ste 2200
Phoenix, AZ 85004-44-6

The Widewaters Group, Inc.
co Brian Long
11520 N. Community House Rd., Ste. 175
Charlotte, NC 28277

Phillip G. Vermont on behalf of Creditor GS Management Company / Bayside Tech Park
Randick O'Dea & Tooliatos, LLP
5000 Hopyard Road, Suite 400
Pleasanton, CA 94588

Winstead PC
5400 Renaissance Tower
1201 Elm Street
Dallas, TX 75270

[File another claim](#)

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

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

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

Court, Name of Debtor, and Case Number:

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

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

4. Secured Claim:

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

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

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

6. Credits:

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

7. Documents:

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

Date and Signature:

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

DEFINITIONS

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.

INFORMATION

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

A. OPEN/ACCRUED ITEMS:

8/1/2009,
5/1/2009,
6/1/2009,
7/1/2009,
5 9/1/2009

Months Billed
Next Unbilled Payment Due Date: 10/1/2009

	Monthly Unit Cost		No. Months	Aggregate
1) REGULAR PAYMENT	805.42	X	3	2,416.26
2) SALES/USE TAX	66.85	X	3	200.55
3) LATE CHARGES	10.00	X	3	30.00
	PRE-PETITION DUE			2,646.81
1) REGULAR PAYMENT	155.88	X	1	155.88
	805.42	X	2	1,610.84
2) SALES/USE TAX	12.94	X	1	12.94
	66.85	X	2	133.70
3) LATE CHARGES	10.00	X	2	20.00
4) COLLECTION FEES	75.00	X	2	150.00
	POST-PETITION DUE			2,083.36

B. PROPERTY TAX CHARGES:

Unit Cost	No. Months	Aggregate
		0.00

C. REMAINING AMOUNTS DUE:

Months Remaining after Past due :
\$805.42 X 9

1. Remaining Payments Equipment Rental Charges:	911.22
2. Remaining Payments Sales Tax:	7,070.83
3. Rental Stream Present Value @ 6% from Remaining Payments:	3,907.78
4. Residual:	0.00
5. Guaranteed Purchase Option:	0.00
TOTAL REMAINING PAYMENTS/PETITION:	11,889.84

D. TOTAL TRANSACTION TERMS:

Months 39 Planned End Date: 6/1/2010

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 16,620.01

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

Equipment description:

SEE DOCS

"NOT COST EFFECTIVE TO REPO"



GE Capital

Total Image Agreement MANAGEMENT

Agreement # _____

EQUIPMENT

Equipment Model & Description

Serial Number

Accessories

Minimum Number of Images

Black & White

Color

CANON IR105

CANON IR105

CANON IR5800

CANON IR3100

CANON IR3100

CANON 7130F (SERVICE ONLY)

☐ See attached schedule for additional Equipment / Accessories

Consolidated Minimum Number of Images **100,000**

0

(Insert N/A if not applicable)

Equipment Location (if different from Billing Address) **PHOENIX LOCATION**

MAY 27 '05 AM 9:37

SUPPLIER

DANKA OFFICE IMAGING

Name

8930 S. BECK

Address

TEMPE

AZ

85284

City

State

Zip

TRANSACTION TERMS

Minimum

Monthly Payment **\$6,705.00**

Term **60**

months

(plus applicable taxes)

Black & White

Color

Excess Per
Image Charge

.02

.14

Excess Per Image Billing Preference (monthly if not checked)

☐ 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 **\$49.50** (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 MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF MISSOURI. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN MISSOURI.

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.

OWNER ("We", "Us")

General Electric Capital Corporation
1961 Hirst Drive, Moberly, MO 65270

By: _____

Name: _____

Title: _____

Date: **6/21/05**

CUSTOMER ("You")

OPUS WEST CORPORATION

Full Legal Name

DBA

2555 E. CAMELBACK RD

Billing Address

PHOENIX

AZ

85016

City

State

Zip

602 468 7000

Contact Name

Phone

E-mail Address

By: _____

Signature of Authorized Signer

Name: _____

VICKIE M. SIXTA

Please Print

Title: _____

CONTROLLER

Date: _____

5/23/05

Fed Tax ID _____

Date of Signature

Unconditional Personal Guaranty

In consideration of Owner entering into the Agreement in reliance on this guaranty, the undersigned unconditionally and irrevocably guarantees to Owner, its successors and assigns, the prompt payment and performance of all existing and future obligations to Owner, including the 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 resorting to any 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 the 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 attorneys' fees. 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 Missouri. I consent to the personal jurisdiction and venue of federal and state courts in Missouri.

Printed Name: _____

By: _____

Individually

Page 1 of 2

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GE 1852(e) 03/02

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 verify by telephone or in writing such information as we may require. If you signed 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), until all obligations under this Agreement are satisfied, 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 quote for any purchase or upgrade of the Equipment.
 3. **IMAGE CHARGES.** You agree to remit to us the Minimum Monthly Payment and all other sums when due and payable each month 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 Black & White plus the Minimum Number of Images for Color each month. You also agree to pay us the Excess Per Image Charge for each metered image which exceeds the Minimum Number of Images of Black & White and the Excess Per Image Charge to each metered image which exceeds the Minimum Number of Images of Color (plus applicable taxes). 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 and/or Excess Per Image 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 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 obtain 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-rated equivalent of such taxes and governmental charges. You agree to pay us an administrative fee for the processing of taxes, 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. Restitutive 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 warranties, 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 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 thereunder, 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. **INSURANCE.** 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. You have a choice in how you satisfy these insurance requirements. First, you may obtain coverage on your own and provide us with evidence of insurance coverage. If you elect this option, the policy must be issued by an insurance carrier rated B+ or better by A.M. Best Company, 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. Second, you may elect to have us directly obtain coverage protecting our interests. UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST IN THE EQUIPMENT. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE EQUIPMENT. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY THIS AGREEMENT. IF WE PURCHASE INSURANCE FOR THE EQUIPMENT, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO OUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN. The insured coverage we obtain may be through an insurance carrier which may be affiliated with us or our assignee. There will be no deductible and the coverage will include protection for earthquakes, floods and employee theft. We will pay the premium, but you must reimburse us. Each month, you must pay us with your Minimum Monthly Payment an amount equal to the amount of the insurance premium divided by the total number of months in the Term of this Agreement. At the end of the Term, you must pay us any remaining portion of the premium.
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 LIQUIDATED 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 lawful maximum rate; (e) charge a fee for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, 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 future 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 until the Equipment is returned to us. If you are in default, 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 sublease 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 this 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, offsets or defenses you may have against us.
14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to you (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) be your attorney-in-fact for the sole purpose of signing 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 to insert or correct missing information on this Agreement, including your proper legal name, serial 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.

DANKA

Office Imaging Company

11101 Roosevelt Blvd.
St. Petersburg, FL 33716

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

To: John
From: Johnnie
104

CUSTOMER

Account: 1037
Attn: Accounts Payable
GENERAL ELECTRIC CAPITAL
CORPORATION
1961 HIRST DR
MOBERLY, MO 65270

Ship to: 568834
OPUS WEST
2555 E CAMELBACK RD STE 800
PHOENIX, AZ 85016

Issue Date:	06-01-2005
Invoice No:	401241280
Invoice Amount:	\$107,951.70
Invoice Date:	05-31-2005
Past Due After:	06-30-2005
Page:	1 of 2

DUE UPON RECEIPT - PAST DUE ACCOUNTS WILL BE CHARGED A LATE FEE
OF 1.5% PER MONTH OR TO THE EXTENT ALLOWED BY LAW. FEDERAL ID #58-3407814
DUNS #

INVOICE

Rep Name	Order #	Date Ordered	Date Shipped	Terms	Ship VIA	Customer PO Number
Franca	1821782	05-31-2005	05-31-2005	30 NET	6-DANKA TRU	
Line Item No.	Item Description	Ordered	Shipped	Unit Price	Ext. Price	
1	9CLIRC3100N CANON imagerunner C3100N SN JXK04233	1	1	\$13,715.00	\$13,715.00	
2	9CLIRC3100N PRO0405002 COLORIZE YOUR CUSTOMERS. 9CLIRC3100N_N SN JXK04233	1	1	\$1,415.00	\$1,415.00	
3	9CLIRC3100N CTIC. 7204606 SN JXK04233	1	1	\$800.00	\$800.00	
4	7CLDAFL1 CANON Duplexing Automatic Document Feeder-L1 SN JER09125	1	1	\$1,200.00	\$1,200.00	
5	6CLFP1 CANON Finisher-P1 SN JEW19086	1	1	\$1,200.00	\$1,200.00	
6	3MISIRC3100 CANON imagerunner C3100 Series Cabinet	1	1	\$243.00	\$243.00	
7	5SMID5133NT DIGITAL QC 120/15 NETWORK	1	1	\$95.00	\$95.00	
8	8SZCLIRC3100 CANON IRC3100 SET-UP KIT(2)BLK, (1) CY,MA,YE TONER PER KIT)	1	1	\$0.00	\$0.00	
9	PSUPRE PROFESSIONAL SVCS UNITS AT SALE	5	5	\$130.00	\$650.00	

Invoice Detail Continued...

Detach and return this portion with your payment

PAYMENT

Remit To:

Danka Office Imaging
4388 Collections Center Drive
CHICAGO, IL 60693

Account: 1037

Attn: Accounts Payable
GENERAL ELECTRIC CAPITAL
CORPORATION
1961 HIRST DR
MOBERLY, MO 65270

DANKA

Invoice No. 401241280
Invoice Date: 05-31-2005
Past Due After: 06-30-2005

Total Amount Due

\$107,951.70

DANKA

Office Imaging Company

11101 Roosevelt Blvd.
St. Petersburg, FL 33716J.H.
294

Invoice No.	1821782
Page:	2 of 2

Rep Name	Order #	Date Ordered	Date Shipped	Terms	Ship Via	Customer PO Number
Franca	1821782	05-31-2005	05-31-2005	30 NET	6-DANKA TRU	

Line Item No.	Item Description	Ordered	Shipped	Unit Price	Ext. Price
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10 DISS7	SEG7 DIS CHG	1	1	\$250.00	\$250.00
11 9CNIR105	SHOWROOM CANON IR105 DIGITAL COPIER SN MND05826 Meter: 300 - 5/31/05	1	1	\$51,325.00	\$51,325.00
12 9CNIR105	CTIC.6523094 SN MND05826	1	1	-\$4,000.00	-\$4,000.00
13 SSMIES232NT	DIGITAL QC 208/15 NETWORK	1	1	\$125.00	\$125.00
14 S2CNIR8500	CANON IR8500/IR85/105/+9070 SET-UP KIT (2 TONERS)	1	1	\$0.00	\$0.00
15 PSUPRE	PROFESSIONAL SVCS UNITS AT SALE	5	5	\$130.00	\$650.00
16 DISS6	SEG6 DIS CHG	1	1	\$300.00	\$300.00
17 9CNIR105	CANON IR105 DIGITAL COPIER USED SN MND07099 - 48290 5/31	1	1	\$21,478.70	\$21,478.70
18 S2CNIR8500	CANON IR8500/IR85/105/+9070 SET-UP KIT (2 TONERS)	1	1	\$0.00	\$0.00
19 PSUPRE	PROFESSIONAL SVCS UNITS AT SALE	5	5	\$130.00	\$650.00
20 DISS6	SEG6 DIS CHG	1	1	\$300.00	\$300.00
21 SSMIES232NT	DIGITAL QC 208/15 NETWORK	1	1	\$125.00	\$125.00
22 9CLIRC800	CTIC.7203631 SN KEM01760	1	1	-\$2,000.00	-\$2,000.00
23 9CLIRC800	CANON IMAGERUNNER COLOR 5800 COPIER NEW SN KEM01760 Meter 8-137 5/31/05	1	1	\$20,565.00	\$20,565.00
24 9CLIRC800	PRO0405002 COLORIZE YOUR CUSTOMERS.9CLIRC800_N SN KEM01760	1	1	-\$3,215.00	-\$3,215.00
25 6CLFRI	Canon Finisher-R1 NEW FOR IRC6800/5800 SN JJF10825	1	1	\$2,265.00	\$2,265.00
26 3CLKMTPC1	Canon Color Network Multi-PDL Printer Kit-C1	1	1	\$2,935.00	\$2,935.00
27 3CLHRSBAZ	CANON Resolution Switching Board-AZ	1	1	\$285.00	\$285.00
28 SSMIOS143NT	DIGITAL QC 120/20 NETWORK	1	1	\$100.00	\$100.00
29 S2CLIRC6800	CANON IRC6800/5800 SET-UP KIT(2)BLK, (1) CY.MA.YE TONER PER KIT)	1	1	\$0.00	\$0.00
30 PSUPRE	PROFESSIONAL SVCS UNITS AT SALE	5	5	\$130.00	\$650.00
31 DISTIRC6800	DELIVERY & INSTALL CHG	1	1	\$275.00	\$275.00

Sub Total	\$107,951.70
Freight	\$0.00
Sales Tax 8.10%	\$0.00
Late Fees	
Total	\$107,951.70

INVOICE

DANKA

Office Imaging Company

11101 Roosevelt Blvd.

St. Petersburg, FL 33716

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

Jill
3/24

CUSTOMER	Account: 1037	Ship to: 568845	Issue Date:	06-01-2005
	Attn: Accounts Payable	OPUS WEST	Invoice No:	401241282
	GENERAL ELECTRIC CAPITAL CORPORATION	1110 W WASHINGTON ST STE 110	Invoice Amount:	\$15,138.00
	1961 HIRST DR	PHOENIX AZ 85007	Invoice Date:	05-31-2005
	MOBERLY, MO 65270		Past Due After:	06-30-2005
			Page:	1 of 2

DUE UPON RECEIPT - PAST DUE ACCOUNTS WILL BE CHARGED A LATE FEE OF 1.5% PER MONTH OR TO THE EXTENT ALLOWED BY LAW. FEDERAL ID #53-3407814 DUNS #

Rep Name	Order #	Date Ordered	Date Shipped	Terms	Ship VIA	Customer PO Number
Franca	1821782	05-31-2005	05-31-2005	30 NET	6-DANKA TRU	

Line Item No.	Item Description	Ordered	Shipped	Unit Price	Est. Price
1 9CLIRC3100N	CANON imagerunner C3100N SN JXK04534 Meter: A-99 - 5/31/05	1	1	\$13,715.00	\$13,715.00
2 9CLIRC3100N	PRO0405002 COLORIZE YOUR CUSTOMERS. 9CLIRC3100N_N SN JXK04534	1	1	-\$1,415.00	-\$1,415.00
3 9CLIRC3100N	CTIC.7204606 SN JXK04534	1	1	-\$800.00	-\$800.00
4 7CLDADFL1	CANON Duplexing Automatic Document Feeder-L1 SN JER09126	1	1	\$1,200.00	\$1,200.00
5 6CLFP1	CANON Finisher-P1 SN JEW19091	1	1	\$1,200.00	\$1,200.00
6 3MISIRC3100	CANON imagerunner C3100 series Cabinet	1	1	\$243.00	\$243.00
7 SSMID5133MT	DIGITAL QC 120/15 NETWORK	1	1	\$95.00	\$95.00
8 SZCLIRC3100	CANON IRC3100 SET-UP KIT(2)BLK, (1) CY,MA,YE TONER PER KIT)	1	1	\$0.00	\$0.00
9 PSUPAE	PROFESSIONAL SVCS UNITS AT SALE	5	5	\$130.00	\$650.00

Invoice Detail Continued...

----- Detach and return this portion with your payment -----

PAYMENT	Remit To:	Account: 1037	Invoice No.	401241282
		Attn: Accounts Payable	Invoice Date:	05-31-2005
	Danka Office Imaging 4386 Collections Center Drive CHICAGO, IL 60693	GENERAL ELECTRIC CAPITAL CORPORATION 1961 HIRST DR MOBERLY, MO 65270	Past Due After:	06-30-2005
			Total Amount Due \$15,138.00	

DANKA

Office Imaging Company

11101 Roosevelt Blvd.
St. Petersburg, FL 33716J:ll
494

Invoice No:	1821782
Page:	2 of 2

Ref Name	Order #	Date Ordered	Date Shipped	Terms	Ship Via	Customer Po Number
Franca	1821782	05-31-2005	05-31-2005	30 NET	6-DANKA TRU	
Line Item No	Item Description	Ordered	Shipped	Unit Price	Ext Price	

10 DISS7	SEG7 DIS CHG	1	1	\$250.00	\$250.00
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INVOICE

Total
123,089.70

Sub Total	\$15,138.00
Freight	\$0.00
Sales Tax 8.10%	\$0.00
Late Fees	
Total	\$15,138.00

UCC FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER (optional)	Filing Number: 200516769332
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	Filing Date: 06/03/2005
DILIGENZ INC 6500 HARBOR HTS PKWY #400	Filing Time: 12:57 pm
MUKILTEO, WA 98037	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 2415 E CAMELBACK RD		City PHOENIX	State AZ	Postal Code 85016	Country USA
Tax ID #: SSN or EIN	Add'l Info Re Organization Debtor	Type Of CORP.	Jurisdiction Of USA MN	Organizational ID #, if any 187457833 <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 1961 HIRST DRIVE		City MOBERLY	State MO	Postal Code 65270	Country USA

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] dated 5/31/05 including all accessories, accessions, replacements, additions, substitutions, add-ons and upgrades thereto.

5. ALTERNATIVE DESIGNATION (if applicable)		<input type="checkbox"/> Lessor/Lessor	<input type="checkbox"/> Consignee/Consignor	<input type="checkbox"/> Bailee/Bailor	<input type="checkbox"/> Seller/Buyer	<input type="checkbox"/> A.G. Lien	<input type="checkbox"/> Non-UCC
6. <input type="checkbox"/> 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)		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA: 13406763							

Total Copy Management Agreement

Agreement: _____

EQUIPMENT INFORMATION

Activity:	Manufacturer & Model No.	Description:	Attachment Description:	Serial Number	Beginning / End Meter Read
Add Asset	Canon IRC 6870 U	Digital Copier	Power Filter, Color Print Board, Fax Board, Ecoply Share Scan Station, Finisher		

NEW PAYMENT INFORMATION

Monthly Payment:	PREVIOUS	NEW		New Term (months):	
Minimum Payment	\$ 7,040.25	\$ 7,898.25	plus applicable sales/use taxes	39	
Black & White Images				Effective with Payment Due On:	1-Apr-2007
Image Allowance	100,000	103,000			
Excess Per Image Charge	0.02100	0.02100		Document Fee: \$	43.26
				(Included on Next Invoice)	
Color Images					
Image Allowance	0	0		Excess Image Billing Frequency:	Quarterly
Excess Per Image Charge	0.14000	0.14000			

TERMS & CONDITIONS

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

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

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

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

OWNER/
LESSOR: GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Signature of authorized signer

Name: _____
Print Name

Title: _____
Print Title

Date: _____ Date of Signature

CUSTOMER/
LESSEE: OPUS WEST CORPORATION

By: 
Signature of authorized signer

Name: VICKIE M. SIXTA
Print Name

Title: SECRETARY
Print Title

Date: 2/7/07 Date of Signature

FEB 14 '07 AM 11:34

GE Commercial Finance

APPROVAL CONFIRMATION

Vendor Name: DANKA OFFICE IMAGING CO
Vendor Contact: MARCO FRANCA

Application No. [REDACTED]-064
Cross Ref. No. 878285
External Ref. No.

Customer Legal Name: OPUS WEST CORPORATION
2555 E CAMELBACK
PHOENIX AZ 850160000

DBA Name:

Decision: Approved
Decision Date: Jan 26, 2007 06:16:51 PM

Expiration Date: Apr 26, 2007

Term:	39	Total Amount Financed	\$	29830.37
Frequency:	MONTHLY	Less Buyout	\$	0
Payment: \$	805.42	Less Upgrade	\$	0
Rate:	0.027000	Invoice Total	\$	29830.37
Purchase Option:	TRUE FMV			
Upgrade Buyout No.				
Quote Valid Thru:				

Prior to funding this approval, we must receive the following:

- * DEL/ACCEPT >\$25,000
- * ADD-ON DOCUMENT
- * DEALER'S INVOICE

This approval is contingent upon following conditions:

- * STANDARD OVERBOOK POLICY
- * AUTHORIZED SIGNER
- * DELIVERY / ACCEPTANCE IF APPLICABLE
- * MUST FUND BY 2/15/2007
- * COTERM ADD ON AMENDMENT
- * \$ 43.25 DOC FEE BILLED ON FIRST INVOICE
- * AMENDMENT TO FOLLOW - ADD ON TO 039
- * NO MATERIAL ADVERSE CHANGE IN APPLICANT'S CONDITION (FINANCIAL OR OTHERWISE)

Comments:

Attn Mark

If you have any questions, please contact:

WEST DIVISION DANKA PROGRAM
Phone: 319-366 - 5331
Fax: 800-532 - 7327

Please visit our website to submit your applications, generate on-line approvals, view application status and receive buyout and upgrade quotes instantly. For website access, contact our Technical Support Team at 1-888-247-5281.

Thank You For Your Business

FEB 14 '07 AM 11:34

Date: 23-JUN-87
Page: 1 of 2

Bill To:
CENTRAL ELECTRIC CAPITAL CORPORA
1961 H1057 DR
VERDOR FINANCIAL SERVICES
HONOLULU, HI 96826

Customer Number: 215514
 Sales Rep: France, Marco A
 FOB:
 Freight Terms: Collect
 Reason of Transport:
 Ship Method: Truck Move
 Key Bill: 2145SL-2-23-TRUCK
 Shipment Priority:

602468-7000
602468-7014

Early hair cut

100 Term
100 Johnnie
100

Contract Name: TUDU STATA
 Phone Number: (General): (602) 468-7306
 Delivery Name: 3103343
 Order Number: 234551
 Customer PO Number: 0014
 Pack Up Date: 21-FEB-99

Bill To:
 GENERAL ELECTRIC CAPITAL CORPORA
 1951 WEST 18
 VERONA FINANCIAL SERVICES
 VERONA, NJ 07070
 Customer Number: 235654
 Sales Rep: PRATEA, MARCO A
 FOB:
 Freight Terms: Collect
 Name of Transport:
 Ship Method: Banks Truck
 May Bill: 234551-2-21-TRUCK
 Special Priority:

Delivery Acceptance:

We hereby certify that we have received from Danke, with or without warranty, all equipment listed herein for the purpose specified. If this is a delivery for a specific purpose, we agree that we will not return the equipment to Danke unless it is found to be defective. If the use of it at the address shown above during the period indicated, we agree that unless purchased, leased, and/or paid in full by us, all equipment and supplies may be removed by Danke at any time. We acknowledge financial responsibility for any damage, loss, or abuse while the equipment is at our location. Our acceptance of this equipment reflects the commencement of the lease. It is hereby acknowledged that the equipment has been delivered and accepted on the date and by the person named below.

Mark Meyer
 Danke Signature
 Date: 2-27-07
 Date (w/DO/TV)
 (Required)

TO: 7276223532

MAP-02-07 11:39 FROM:

4803331388

Ship From:
DPC
3530 South Beck
Suite 101
Tempe, AZ 85284

Ship To:
ORIS WACR
2535 E CAMDEN AVE RD
PEORIA, AZ 85036

Bill To:
CENTRAL ELECTRIC CAPITAL CORP
1941 WEST 100
PHOENIX FINANCIAL SERVICES
MESA, AZ 85205

Contact Name: VITO SIKTA
Phone Number: (602) 440-7800
Delivery Name: 31473442
Order Number: 2345567
Customer PO Number: 004
Pick Up Date: 27-FEB-07

Customer Number: 231694
Sales Rep: Phoenix, Mexico A
Freight Terms: Collect
Reason of Transport:
Ship Method: Danka Truck
Key ALL: 2345567-2-27-0708
Shipment Priority:

Item Number	Description	Qty	Qty
31473442	LANE 4001 THERMO 500 2L FOR 1470/2470/2500/2500	1.00	1.00
31473442	CANON ImageRUNNER 512 HD Expansion RAM-CI	1.00	1.00
31473442	CANON P5 Printer Kit-CI	1.00	1.00
Gross Weight: LB Net Weight: LB Volume: FT3			
Additional Information:			
Unshipped Details			
Item Number		Order Number Line Number Unshipped Qty	

4803331388

DANKA

03/02/2007 15:07 FAX 7276223532

0003

Contact Name: VICENT SILVA
Phone Number: (602) 668-7000
Delivery Date: 3/17/07
Order Number: 214551
Customer PO Number: 044
Pick Up Date: 3/17/07

Customer Number: 214594
Sales Rep: Frank, Marco A
Freight Terms: Collect
Reason of Transport:
Ship Method: Tech Home
Way Bill: 214551-2-21-ITEMS
Shipment Priority:

BILL TO:
CENTRAL ELECTRIC CAPITAL CORPORA
1981 HIGHWAY 1A
VENICE, FLORIDA 33596
MOBILE, AL 36686

Delivery Acceptance:

We certify that we have received from Bank, with no visible damage, all equipment listed herein for purchase order. It is a delivery for equipment purchase order. We agree that we have no right to or interest in this equipment other than the use of it for the stated purpose. During the period indicated, we agree that unless purchased, leased, and/or sold in full by us, all equipment and supplies may be removed by Bank at any time. We acknowledge financial responsibility for any damage, loss, or abuse while the equipment is at our location. Our acceptance of this equipment reflects the commencement of the lease, if applicable and acknowledgment that the equipment has been delivered and accepted on the date set forth below.

Customer Signature
(Required)

Print Name

Title

Date (MM/DD/YY)
(Required)

[Signature]

Paula Breathouse

2-23-07

4094

U.S. Bankruptcy Court
Northern District of Texas

File another claim

Notice of Electronic Claims Filing

The following transaction was received from McLain, William on 11/9/2009 at 11:14 AM CST

Case Name: Opus West Corporation
Case Number: 09-34356-hdh11
General Electric Capital Corporation
C/o Denise Johnson
Creditor Name: 1010 Thomas Edison Boulevard SW
Cedar Rapids, Iowa 52404
Claim Number: 39 Claims Register
Total Amount Claimed: \$16620.01

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename: C:\fakepath\Opus West.POC 10.GECC.pdf
Electronic document Stamp:
[STAMP bkccfStamp_ID=1017686615 [Date=11/9/2009] [FileNumber=20144471-0] [84a00f6f1405091a42c29262b69e0fa37200e29b92ac5b07face6490f0e87091f8ae2ca82f0a0cdef1436853813016aa8796b1057dc882044bda1f1e238f3ea6]]

09-34356-hdh11 Notice will be electronically mailed to:

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