

<b>United States Bankruptcy Court</b>	<b>Central District of DE</b>	<b>PROOF OF CLAIM</b>
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Name of Debtor <b>HMP SERVICES HOLDINGS INC</b>	Social Security No <b>XXX-XX-0980</b>	Case Number <b>10-13618</b>
PITMAN, HAROLD M CO		Court Code <b>DEWI</b>

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property) <b>CIT Technology Financing Services, Inc.</b>	<input type="checkbox"/> Check 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 box if you have never received any notices from the bankruptcy court in this case.  <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and Address Where Notices Should be Sent <b>Bankruptcy Processing Solutions Inc. 1162 E Sonterra Blvd Ste 130 SAN ANTONIO, TX 78258</b>	
Telephone No: <b>210-497-0300</b>	

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR <b>061-0014953-000</b>	Check here if this claim: <input type="checkbox"/> amends a previously filed claim, dated: _____ <input type="checkbox"/> replaces
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**1. BASIS FOR CLAIM**

<input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly)	<input type="checkbox"/> Retiree benefits in 11 U.S.C. 1114(a) <input type="checkbox"/> Wages, salaries and compensations (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date)
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<b>2. DATE DEBT WAS INCURRED:</b> 5/19/2008	<b>3. IF COURT JUDGEMENT, DATE OBTAINED:</b>
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**4. Total Amount of Claim at Time Case Filed:** \$10,072.52  
 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below  
 Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

<p><b>5. Secured Claim</b></p> <input type="checkbox"/> SECURED CLAIM of setoff) Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (describe briefly)  Value of Collateral :  Amount of arrearage and other charges included in secured claim above, if any \$ _____  <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM <u>\$10,072.52</u> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.	<p><b>6. Unsecured Priority Claim</b></p> <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4300), * earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier -- 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan -- 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,950* of deposits toward purchases, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child -- 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties of governmental units ___ 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____) *Amounts are subject to adjustment on 4/1/96 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment
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<p><b>7. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.</p> <p><b>8. SUPPORTING DOCUMENTS:</b> Attach copies of invoices, itemized statements of running accounts, and evidence of perfection of lien. DO NOT SEND OF attach a summary.</p> <p><b>9. Date-Stamped Copy:</b> To receive an acknowledgment self-addressed envelope and copy of this proof of claim</p>	Filed: USBC - District of Delaware HMP Services Holding, Et Al. 10-13618 (BLS)      0000000070  
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Date: <b>1/19/2011</b>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)   Stacy Gray
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FILED  
 2011 JAN 25 AM 8:57  
 CLERK  
 U.S. BANKRUPTCY COURT  
 DISTRICT OF DELAWARE

061-0014953-000





AGREEMENT NO.

\_\_\_\_\_

Salesperson Dave Shay Phone 630-271-6935

EQUIPMENT			
QUANTITY	DESCRIPTION	MODEL NO.	EQUIPMENT
1	Konica Minolta	c353	Printer/Copier/Scanner
INITIAL TERM	<u>48</u> MONTHS	MONTHLY PAYMENT \$ <u>448.00</u>	ADVANCE PAYMENT \$ _____
		(PLUS APPLICABLE TAX)	(PLUS APPLICABLE TAX)

**TERMS AND CONDITIONS**

**THIS AGREEMENT IS NOT CANCELABLE**

The words YOU and YOUR mean the Lessee. The words WE, US, and OUR refer to CIT Technology Financing Services, Inc., the Lessor of the Equipment.

**1. LEASE ("AGREEMENT"):** We agree to lease to you and you agree to lease from us the equipment listed above ("Equipment"). You promise to pay us the monthly payment according to the payment schedule shown above. The parties intend this Agreement to be a finance lease under Article 2A of the Uniform Commercial Code.

**2. TERM AND PAYMENT:** The initial term shall commence on the day that any of the Equipment is delivered to you ("the Commencement Date"). The monthly payment shall be payable in arrears, at the time and in the amounts provided above, as specified in our invoices to you until all payments and any additional amounts or expenses chargeable under this Agreement shall have been paid in full. YOUR OBLIGATION TO PAY THE MONTHLY PAYMENTS AND OTHER OBLIGATIONS HEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTER-CLAIM FOR ANY REASON WHATSOEVER. If any payment hereunder is not made by you within ten (10) days of when due, you shall be charged a late fee of seven percent (7%) of the amount of such payment, but in no event more than the maximum rate permitted by law. Any Advance Payment paid by you is irrevocable and is not otherwise subject to being returned or refunded to you. Advance Payment shall be applied against rents due or to become due hereunder.

**3. NO WARRANTIES:** We are leasing the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Agreement any warranties made by manufacturer or supplier to us.

NEITHER SUPPLIER NOR ANY AGENT OF SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OR CONDITION OF THIS AGREEMENT. Notwithstanding the foregoing, neither we nor our affiliates, officers, directors or shareholders shall be liable for any consequential or incidental damages.

**4. OWNERSHIP, REDELIVERY AND RENEWAL:** We are the owner of the Equipment and have title to the Equipment. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, payments or profits therefrom. In states where permissible, you hereby authorize us to cause this Agreement or any statement or other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and refiled and re-recorded and grant us the right to execute your name thereon. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for any searches, filings, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement. YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED YOU BY SECTION 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE. On or before ninety (90) days prior to the expiration of the initial term of this Agreement you shall give us written notice of your intention to either return the Equipment to us or purchase the Equipment, as provided below. Provided you have given such timely notice, you shall return the Equipment, freight and insurance prepaid, to us in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us or remit the purchase option. If you fail to so notify us, or having notified us, you fail to return the Equipment as provided herein, or fail to remit the purchase option, this Agreement shall renew for additional terms of ninety (90) days each at a periodic payment equal to 100% of the monthly payment provided herein.

**GUARANTY**

To induce Lessor to enter into the within Agreement, the undersigned (jointly and severally, if more than one) unconditionally guarantees to Lessor the prompt payment when due of all Lessee's obligations to Lessor under the Agreement including without limitation every rental installment, the accelerated balance of payments, administrative charges, collection charges and interest. Lessor shall not be required to proceed against Lessee or Equipment or to enforce any of its other remedies before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees, court costs and other expenses incurred by Lessor by reason of any default by Lessee. The undersigned waives notice of acceptance hereof and all the other notices or demands of any kind to which the undersigned may be entitled except demand for payment. The undersigned consents to any extensions of time or modification of amount of payment granted to Lessee and the release and/or compromise of any obligations of Lessee or any other obligors and/or guarantors without in any way releasing the undersigned's obligations hereunder. This is a continuing Guaranty and shall not be discharged or effected by your administrators, representatives, successors and assigns. Guarantor waives any right of subrogation, indemnity, reimbursement and contribution by Lessee. This Guaranty may be enforced by or for the benefit of any assignee or successor of Lessor. Nothing shall discharge or satisfy the undersigned's liability except the full performance and payment of all the Lessee's obligations to Lessor, with interest. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW JERSEY.

INDIVIDUAL

GUARANTOR'S SIGNATURE

PRINT NAME

DATE

WITNESS SIGNATURE

PRINT NAME

DATE

THE TERMS AND CONDITIONS PRINTED ON THE NEXT PAGE ARE MADE A PART HEREOF

**LESSEE**

**Pitman, Harold M Company**

FULL LEGAL NAME OF USER

**225 Spring Lake Drive**

BILLING STREET ADDRESS

**Itasca**

**IL**

**60143**

CITY

STATE

ZIP

**Valerie Anderson**

**630-875-0400**

BILLING CONTACT NAME

CONTACT PHONE NO

EQUIPMENT LOCATION, IF OTHER THAN BILLING ADDRESS OF LESSEE

*Valerie Anderson*

AUTHORIZED SIGNATURE

**VAL ANDERSON / OPERATIONS 4/25/08**

PRINT SIGNER'S NAME & TITLE

DATED

**MGR**

TERMS AND CONDITIONS

5. MAINTENANCE, RISK OF LOSS, AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) delivery satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained.

6. INDEMNITY: We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse us for and to defend us against any claims for losses or injuries (including attorney's fees and costs) caused by the Equipment.

7. TAXES AND FEES: You agree to pay when due or reimburse us for all taxes, fees, fines and penalties relating to use or ownership of the Equipment or to this Agreement, now or hereafter imposed, levied or assessed by any state, federal or local government or agency. If you do not include payment up front, you authorize us to advance the tax and increase your monthly payment by an amount equal to the current tax percentage applied to the monthly rental shown above.

8. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it. You agree that the Equipment will be used for business purposes only.

EQUIPMENT LOCATED IN VARIOUS STATES is subject to sales tax laws which require that tax be paid up front. If you choose to pay this tax up front, you may include your check for the current percent of tax applied to the cost of Equipment.

9. DEFAULT AND REMEDIES: If (a) you fail to pay the monthly payments or any other payment hereunder when due; or (b) you breach any representation or warranty, or fail to perform any of the other terms, covenants or conditions of this Agreement after ten (10) days written notice; or (c) you or Guarantor become insolvent or make an assignment for the benefit of creditors or file a petition under bankruptcy code or one is filed against you; or (d) a receiver, trustee, conservator or liquidator is appointed with or without your consent, you shall be in default under the Agreement and, we may, to the extent permitted by applicable law, exercise any one or more of the following remedies: (i) declare due, and receive from you the sum of all rental payments and other amounts then due and owing under this Agreement or any schedule thereto, plus the present value of (x) the sum of the rental payments for the unexpired term of this Agreement or any schedule hereto discounted at the rate of 6% per annum, and

(y) the anticipated value of the Equipment as determined by us, at the end of the initial term or applicable renewal term of the Agreement discounted at the rate of 6% per annum and upon recovery of the same in full, the Equipment shall become your property; (ii) to similarly accelerate the balances due under any other agreements between you and us; (iii) to take immediate possession of the Equipment, and to lease or sell it or any portion thereof, upon such terms as we may elect, and to apply the net proceeds, less reasonable selling and administrative expenses, on account of your obligations hereunder, (iv) require you to return all Equipment at your expense to a place designated by us; (v) to charge you for all the expenses incurred in connection with the enforcement of any of our remedies including all costs of collection, reasonable attorney's fees and court costs. You shall also be liable for the attorney's fees and costs incurred by us after a judgement has been entered against you by any court. Such an amount shall be payable in addition to all amounts payable by you as a result of the exercise of any of the remedies provided herein. All our remedies are cumulative, are in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy or to preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THIS AGREEMENT OR SUBLEASE THE EQUIPMENT. We may sell, assign or transfer this Agreement, without notice. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.

11. GOVERNING LAW: TO THE EXTENT PERMITTED BY LAW, YOU WAIVE TRIAL BY JURY IN ANY ACTION HEREUNDER. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW JERSEY

12. CUSTOMER P.O.: You agree that any Purchase Order issued to us covering the rental of this Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify the terms of this Agreement.

13. ENTIRE AGREEMENT: You agree that we may insert or correct missing information on this Agreement including your legal name and the Equipment's description, serial number and location, otherwise, this Agreement contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

ACCEPTED BY:

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC., LESSOR  
100 WILLIAMS DRIVE, RAMSEY, NJ 07746

BY \_\_\_\_\_ *[Signature]*

TITLE \_\_\_\_\_ **VP/ATTORNEY IN FACT**

DATE \_\_\_\_\_ *7-10-08*

**REPRINT**

Invoice Number: 209974392  
 Invoice Date: 04/28/2008  
 Page 1 of 3



KONICA MINOLTA

Please Remit To: L03  
 KONICA MINOLTA BUSINESS SOLUTIONS  
 USA INC  
 13847 COLLECTIONS CENTER DRIVE  
 CHICAGO, IL 60693

For Invoice Inquiries Call:

Subject to E.O. 112478 and the regulations  
 of the Secretary of Labor on Affirmative  
 Action and Equal Opportunity  
 CORPORATE DUNS No. 00-170-7322  
 FEDERAL DUNS No. 62-657-8041

**INVOICE**

**Bill To:**  
 CIT TECHNOLOGY FINANCING SERVICES  
 ATTN MW TAXABLE  
 10201 CENTURION PARKWAY NORTH  
 STE 100  
 JACKSONVILLE FL 32256

**Ship To:**  
 PITMAN  
 225 SPRING LK  
 ITASCA IL 60143

Purchase Order Nbr		Delivery Nbr		Sales Order Nbr / Date		Account Nbr	
653620		3003531433		5036116 / 04/28/2008		254693 / 688230	
Cartons	Tot Weight	Carrier	Shipping Point	Terms of Payment		Comments	
		MBST	421	NET 10			
Quantity Ordered	Quantity BackOrdered	Material Nbr	Description	Quantity Shipped	Unit	Net Price	Amount
1		A02E010	BIZHUB C353 PRINTER/COPIER	1	EA	12,395.05	12,395.05
1		A01H0W0	DF-611 AUTOMATIC DOCUMENT FEEDER	1	EA		0.00
1		A0930Y1	PC-204 PAPER FEED CABINET	1	EA		0.00
1		A01G0Y2	FS-519 BUILT-IN STAPLE FINISHER	1	EA		0.00
1		A0D7131	TONER CARTRIDGE BLACK (FOR C353/C353P)	1	EA		0.00
1		A0D7431	TONER CARTRIDGE CYAN (FOR C353/C353P)	1	EA		0.00

DETACH HERE AND RETURN WITH REMITTANCE

CIT TECHNOLOGY FINANCING SERVICES ATTN MW TAXABLE 10201 CENTURION PARKWAY NORTH STE 100 JACKSONVILLE FL 32256	CUST. NO. 254693 / 688230 DATE 04/28/2008	INVOICE NO. 209974392 ORDER REF. 5036116	AMOUNT 14,466.40 PAYMENT TERMS NET 10
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PLEASE REMIT THIS STUB WITH YOUR PAYMENT TO: KONICA MINOLTA BUSINESS SOLUTIONS  
 USA INC  
 13847 COLLECTIONS CENTER DRIVE  
 CHICAGO, IL 60693

**Bankruptcy Processing Solutions Inc.**

Clerk, U.S. BANKRUPTCY COURT  
824 MARKET STREET  
WILMINGTON, DE 19801

January 19, 2011

Re: HMP SERVICES HOLDINGS INC, PITMAN, HAROLD M CO  
Chapter 11 Case No. 10-13618  
Creditor: CIT  
RICOH C353 COPIER SN-A02E010004105

CLERK  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

2011 JAN 25 AM 8:57

FILED

Dear Sir/Madam:

Enclosed, please find Proofs of Claim for the above referenced case. Please file stamp and return the copies in the enclosed envelope.

Thank you,

  
Stacey Gray

Phone : (210)497-0300 Ext. 11