

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA Debtor against which claim is asserted: (Check only ONE debtor below)		PROOF OF CLAIM
<input checked="" type="checkbox"/> On-Site Sourcing, Inc. 09-10816-RGM		<input type="checkbox"/> DocuForce Financial Corp. 09-10817-RGM
<input type="checkbox"/> On-Site LA, Inc. 09-10818-RGM		
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.		
Name of Creditor (the person or other entity to whom the debtor owes money or property) Quench USA / Dolphin Capital Corp Name and address where notices should be sent: P.O. Box 644006 Cincinnati, OH 45264 Telephone number:		<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 payment should be sent (if different from above): SAME ↑ 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: 2,784.14 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		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.
2. Basis for Claim: LEASE (See instruction #2 on reverse side)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B)
3. Last four digits of any number by which creditor identifies debtor: 019-4770536-001 #86407 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side)		<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).
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: \$ 2,784.14		<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).
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:		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ *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.
Date:	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.	FOR COURT USE ONLY
3/13/09	Britchen Simmon Britchen Simmon Litigator, Specialist	

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.

FILED

MAR 16 2009

BMC GROUP

On-Site Sourcing, Inc.



00031

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.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

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. 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 date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 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 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.

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 that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose 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 clerk of the same bankruptcy court in which the bankruptcy case was filed.

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, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.nsc.uscourts.gov) for a small fee to view your filed proof of claim.

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.

86407

JAN 18 2007



420 FEHELEY DRIVE
 KING OF PRUSSIA, PA 19406
 PHONE 888-765-PURE FAX 610-277-6901
 www.quenchonline.com

Rental Agreement

Customer Legal Name		Customer Billing Address (if different)	
ON-SITE SOURCING			
Address		Address	
1617 JFK BLVD STE. 430			
City	County	City	County
PHILADELPHIA	PHILADELPHIA		
State	Zip	State	Zip
PA	19103		
Location Contact: SHAWN	Phone	Fax	Salesperson
SEAN HOUSTON HOUSTON	215-568-8140	215-568-9289	MIGUEL FLORES

EQUIPMENT AND PAYMENTS

QTY	UNIT DESCRIPTION	RATE PER UNIT	RATE TOTAL
2	CLASSIC LV ^{1/2}	\$35.00	\$70.00
		SUBTOTAL	\$70.00

Term of Agreement	60 months	Supplies / Cups	\$	Sales Tax	\$	Total	\$
Payment Amount:	\$210.00	Delivery & Installation Charge	\$	Sales Tax	\$	Total	\$
<input type="checkbox"/> Monthly		Tax Exempt: <input type="checkbox"/> No <input type="checkbox"/> Yes (attach Certificate)					
<input checked="" type="checkbox"/> Quarterly		Purchase Order Required: <input type="checkbox"/> No <input type="checkbox"/> Yes (attach P.O.)					
<input type="checkbox"/> Annually							

SPECIAL INSTRUCTIONS

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THE FRONT AND BACK OF THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON.

AUTHORIZED SIGNER: THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER SPECIFICALLY REPRESENTS THEY HAVE THE AUTHORITY TO DO SO.

Company Full Name (Please Print)	Authorized Signer's Printed Name	Title
ON-SITE SOURCING	X Shawn P. Huster	
	Date	Authorized Representative of Quench USA, LLC:

ADDITIONAL AGREEMENT TERMS AND CONDITIONS

- 1. OWNERSHIP OF EQUIPMENT:** Quench USA, LLC, hereinafter sometimes referred to as the "Vendor", is the sole owner and titleholder to the Equipment. The Vendor shall have the right, in its sole discretion, to change, substitute or remove any of the Equipment. Further, Customer agrees not to modify, remove or conceal any identification notices or markings affixed to the Equipment. Customer has no right to sell, transfer, encumber, sublet or assign the Equipment or this Agreement to any other entity. The Vendor may sell, transfer or assign this Agreement and/or ownership of Equipment, to any entity and said party will have the same rights and benefits available to the Vendor, but none of the obligations (including but not limited to any service or maintenance obligations.)
- 2. INSTALLATION, LOCATION AND USE OF EQUIPMENT:** The Vendor shall arrange for the delivery and installation of the Equipment. Customer will keep the Equipment at the location where installed and must obtain the Vendor's prior written permission to move the Equipment. Customer will allow the Vendor or its agents to inspect the Equipment at any reasonable time. Customer will use the Equipment only for its intended purpose of purifying water and will not modify, change or alter the Equipment in any manner or allow Equipment to be affixed to the premises in such a manner as to become a permanent part thereof. Customer is responsible for all authorization or approvals to install the Equipment on its premises. Customer agrees to maintain the Equipment in the manner prescribed by the Vendor as set forth in the oral and written instructions provided and failure to do so will result in Customer's default of this Agreement.
- 3. PAYMENTS:** The first monthly/quarterly payment will be due on the date set forth herein above and all future monthly/quarterly payments will be due on each consecutive month/quarter on the same date. If Customer fails to make any payment within 10 days of the due date, Customer agrees to pay a late fee of 10% of the payment due or \$25.00, whichever amount is greater. In the event Customer makes payment with a check which is returned by the bank for any reason, Customer agrees to pay the sum of \$40.00 per check, said sum to be in addition to any other penalty, payment, amount or remedy allowed by law. Customer authorizes the Vendor to contact any consumer credit agency for information on Customer in connection with this transaction.
- 4. EQUIPMENT RESPONSIBILITY, TAXES AND INSURANCE:** Customer is responsible for the Equipment until removed by the Vendor and shall exercise all due care in use, handling and storage of Equipment. Customer will comply with all local, state and federal laws applicable to the operation and maintenance of the Equipment, and will take full responsibility for correcting any defects, providing any remedies and payment of any sums of any nature. Customer will keep Equipment in as good condition as received, excepting ordinary wear and tear. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, business personal property taxes and assessments, or other direct taxes or governmental charges imposed on the property or levied against, or based on, the amount of rent to be paid under the Agreement or assessed in connection with the Agreement, even if billed after the end of the rental period. Customer shall promptly notify Vendor and send Vendor copies of any notices, reports, and inquiries from taxing authorities concerning delinquent taxes, fees, or other charges received, or assessments received by Customer. Customer shall be responsible for any taxes for licenses, registrations, permits and other certificates as may be required for the lawful operation of the Equipment. If any taxing authority requires that a tax be paid to the taxing authority directly by Vendor, Customer shall, on notice from Vendor, pay to Vendor the amount of the tax, together with the next rent installment. Vendor has the option to estimate all such taxes due for the year and bill the Customer monthly on the basis of the estimate. Customer will obtain and maintain insurance for any losses or injury of any nature caused by Equipment at all times the Equipment is located on the premises of Customer, which insurance will protect the Vendor from liability for any and all damages or injuries and Customer will also obtain and maintain insurance against loss or damage to the Equipment for any reason. Customer agrees that the amount of insurance against loss or damage to the Equipment shall not be less than its full replacement value. All insurance will show the Vendor as a loss payee and additional insured. The Vendor may file claims and endorse insurance checks on Customer's behalf in connection with any insurance issued. In the event the Equipment is lost or damaged and/or becomes inoperable for any reason, Customer agrees to continue to make payments under this Agreement until the end of the term of the Agreement or until insurance proceeds are paid to the Vendor as per this Agreement. In any event, Customer agrees to defend, indemnify and hold harmless the Vendor from any and all claims of any nature, arising from this Agreement and/or Equipment.
- 5. RENEWAL:** After the initial term of the Agreement and/or any extension thereof, this Agreement will automatically renew for an additional twelve months unless Customer notifies the Vendor in writing thirty days prior to the expiration of the initial term or any extension thereof. Upon renewal, Vendor has the right to increase the monthly rent up to 5% in any calendar year. At termination of the Agreement, Customer agrees to pay any charges as may be determined by the Vendor for removal and return of the Equipment to the Vendor as well as to continue making monthly payments until such Equipment is received in good working condition by the Vendor or its agent.
- 6. DEFAULT:** In the event the Vendor terminates the contract for cause, that is due to Customer's default for any reason, including but not limited to, non-payment or improper care, usage or handling of the Equipment, Customer will be responsible for payment of the remaining term of the contract as well as for all damages and removal and shipping charges incurred by the Vendor. Further in the event of default, Customer waives any and all right to notice before the Vendor removes any of the Equipment from Customer's premises and further waives any requirement that the Vendor posts bond in connection with any such removal.
- 7. ENFORCEMENT:** If for any reason it is necessary for the Vendor to enforce any term and/or condition of this Agreement, including but not limited to in connection with termination or default of the Agreement, Customer agrees to pay reasonable attorney's fees and all costs associated with such action. Further, Customer agrees that this Agreement will be governed under the laws of the Commonwealth of Pennsylvania and each of Customer and Vendor irrevocably submit to the jurisdiction of the federal courts located in the Commonwealth of Pennsylvania and of the state courts located in Montgomery County, Pennsylvania for the purpose of any suit, action or other proceeding arising out of this Agreement and further Customer waives any right to trial by jury in any such action. Finally, any delay or failure to exercise any right by the Vendor as provided under this Agreement will not prevent the Vendor from exercising any rights at any later time.
- 8. UCC FILING:** Customer authorizes the Vendor or any of its agents or representatives to sign any document in connection with the Uniform Commercial Code on Customer's behalf. Customer agrees that by executing this Agreement, Customer authorizes the Vendor to file on its behalf, and without its execution, a Uniform Commercial Code financing statement and any and all other instruments necessary to perfect the Vendor's interest in this Agreement or any of the Equipment, as well as any continuation statements, modification or termination documents relating thereto. Finally, the Vendor may file a copy of this Agreement as a part of any such financing statement.
- 9. NOTICES:** Any notice required for any purpose under this Agreement shall be directed to Customer and the Vendor at the respective addresses first set forth herein above with delivery either in hand or by certified US Mail, return receipt requested or any other delivery verifying receipt by Customer or the Vendor. Fax transmission is acceptable, but printed verification of transmission is required.
- 10. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties and supersedes all other agreements, oral or written, made between the parties prior to the date of this Agreement.