

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA		PROOF OF CLAIM WWR# 7343337
Name of Debtor: ON-SITE SOURCING, INC.		Case Number: 09-10816-RGM
NOTE: This form should not be used to make a claim for administrative expenses 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 Debtor owes money or property): CIT TECHNOLOGY FINANCING SERVICES, INC.		
Name and addresses where notices should be sent: WELTMAN, WEINBERG & REIS, CO. 175 S. THIRD ST., SUITE 900 COLUMBUS, OHIO 43215 Telephone number: (614) 228-7272 (WWR)		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RICHMOND DIVISION FILED MAR 16 2009 U.S. BANKRUPTCY COURT </div> <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) <input type="checkbox"/> Filed on: _____
Name and address where payment should be sent (if different from above): CIT TECHNOLOGY FINANCING SERVICES, INC. 10201 CENTURION PKWY N. #100 JACKSONVILLE, FL 32256 Telephone number: (904) 620-7635		<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 At Time Case Filed: \$3,208.18 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 checked="" 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. <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). 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.
2. Basis for Claim: OTHER: MISCELLANEOUS LEASED EQUIPMENT (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: 7000 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements 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 security interest. You may also attach a summary. (See 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:		
Date: March 5, 2009	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. Welman, Weinberg & Reis Co., L.P.A. 175 South Third Street, #900 Columbus, Ohio 43215 (614) 857-4332	For Court Use Only Attorney for Creditor Jef Brian D. Wood, Esq.



Lease Number: XXX-XXXXXX7-000
Lease Name: On Site Sourcing, Inc.
PG:
Time on Books: 1122
Number of Leases: 11

Gross Contract Amount	\$13,133.88		
Booked Residual	\$2,345.34		
Payments Made	\$13,404.82		
Remaining Payments	\$2,074.40		
Plus Use Taxes	\$140.02	Tax Percent	6.72%
Plus Late Fees	\$127.70		
Plus Insurance Fees			
Plus APS/NSF/DOC Fees			
Plus Property Taxes	\$1,006.08		
Plus Other Fees			
PrePaid Maintenance			
Placement Balance	\$3,208.18		

SUPPLIER

Canon

CANON BUSINESS SOLUTIONS - EAST, INC.

125 Park Avenue, New York, NY 10017

Regional Centers: New York City

Elmsford, NY • Lake Success, NY

Paramus, NJ • Cranford, NJ

EQUIPMENT

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION
1	IR 4570	Copier w/ DADF-N1, Fin-S1, Super 63 Dual Line Fax Cabinet, PDL Bl, e Copy Share Scan OP
EQUIPMENT LOCATION, IF OTHER THAN BILLING ADDRESS OF LESSEE 4819 Emperor Blvd., 4th FL, Durham, NC 27703		

AGREEMENT NO

TERM AND RENT

INITIAL TERM

36 MONTHS

MONTHLY RENTAL PAYMENT

\$ 364.83

(PLUS APPLICABLE TAXES)

MONTHLY RENTAL LESS THAN \$50 WILL
BE BILLED A \$5 SERVICE FEE

ADVANCE PAYMENT

CHECK ONLY ONE:

SECURITY DEPOSIT

FIRST AND LAST N/A

\$ N/A

(CHECK MUST ACCOMPANY LEASE)

TERMS AND CONDITIONS

The words YOU and YOUR mean the Lessee. The words WE, US, and OUR refer to the Lessor indicated on reverse.

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 rental 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 RENT: The initial term shall commence on the day that any of the Equipment is delivered to you (the "Commencement Date"). The installments of rent shall be payable in arrears if the "Security Deposit" box with the "Term and Rent" section was checked, else advance, at the time and in the amount provided above, commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all rent and any additional rent or expenses chargeable under this Agreement shall be paid in full. Lessee's obligation to pay rent 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 a period of deferment is noted in the Term and Rent area, it in no way defers the Commencement Date. Such deferment will only defer the due dates of the installments of rent and it shall increase the initial term by same.

3. NO WARRANTIES: We are renting 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 purpose 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.

LESSEE

On-Site Sourcing, Inc
LESSEE (FULL LEGAL NAME)
832 No. Henry St.
BILLING ADDRESS
Alexandria, VA 22314
CITY STATE ZIP
PHONE NO. (703) 276-1123 DATED
THIS AGREEMENT IS NOT CANCELABLE
BY *[Signature]* AUTHORIZED SIGNATURE TITLE CFO
PRINT NAME William F. Truchan
THE TERMS AND CONDITIONS PRINTED ON
THE REVERSE SIDE ARE MADE A PART HEREOF.

GUARANTY

To induce Lessor to enter into the within Lease 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 rents, 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 extension 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 affected by your administrators, representatives, successors and assigns. Guarantor waives any right of subrogation, indemnity, reimbursement and contribution by Lessee. The Guaranty shall continue to be effective or reinstated, as applicable, if at any time payment of any part of the obligations under the Agreement is rescinded or otherwise required to be returned by Lessor upon the insolvency, bankruptcy, or reorganization of Lessee or upon the appointment of a receiver, trustee or similar officer for Lessee or its assets, all as though such payment to Lessor had not been made, regardless of whether Lessor consented to the return of such payment. 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. THE UNDERSIGNED CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEW JERSEY WITH RESPECT TO ANY ACTION ARISING OUT OF ANY LEASE, GUARANTY SETTLEMENT, AGREEMENT, PROMISSORY NOTE OR OTHER ACCOMMODATION OR AGREEMENT WITH LESSOR. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST THE LESSEE AND/OR GUARANTORS MAY BE FILED IN NEW JERSEY AND THAT LESSEE AND/OR ANY OF THE GUARANTORS MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN NEW JERSEY. Lessee and all guarantors agree that service of process by certified mail, return receipt requested, shall be deemed the equivalent of personal service in any such action. Any legal action concerning this Lease Agreement shall be governed by and construed according to the laws of the state of New Jersey.

X	WITNESS SIGNATURE	DATE	X	GUARANTOR SIGNATURE	INDIVIDUALLY
	PRINT NAME			PRINT NAME	DATE
X	WITNESS SIGNATURE	DATE	X	GUARANTOR SIGNATURE	INDIVIDUALLY
	PRINT NAME			PRINT NAME	DATE

LEASE ORIGINAL

TERMS AND CONDITIONS

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, rents and profits therefrom. In states where permissible, you hereby authorize us to cause this Agreement or any other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded or refiled and re-recorded and grant us the right to execute your name thereto. 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. No more than one hundred eighty (180) days but not less than ninety (90) days prior to the expiration of the initial term or any renewal 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 ninety (90) days 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 three (3) months each at a periodic rent equal to 100% of the rent provided herein. In the event that you have been granted a purchase option and you do not exercise such option, then, upon termination of this Agreement you shall remit to us a one hundred fifty (\$150) dollar Equipment re-stocking fee, payable upon your request for authorization to return the Equipment. The restocking fee is payable in addition to shipping costs for return of Equipment.

5. OPTION TO PURCHASE: Hereby we grant to you, provided you are not in default hereunder, the option to purchase "AS IS" without expression or implied warranties, all "hot part" of the Equipment at the expiration of the term of this Agreement for its then fair market value plus all applicable taxes.

6. 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 rent. You agree during the term of this Agreement, to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You agree to provide us certificates or other evidence of insurance. If you do not, you agree that we will have the right but not the obligation to obtain such insurance, in which event you agree to pay us for all costs thereof.

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

8. 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 any state, federal or local government or agency. You agree to pay us a fee of \$87.50 to reimburse us for the expense of preparing financing statements and for other documentation costs.

EQUIPMENT LOCATED IN VARIOUS STATES is subject to sales tax laws which require that tax be paid upfront. If you choose to pay this tax upfront, you may include, with your security deposit, your check for the current percent of tax applied to the cost of the Equipment. If you do not include payment upfront, 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.

9. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown on the reverse side and use the Equipment for business purposes only. 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.

10. DEFAULT AND REMEDIES: If you a.) fail to pay rent or any other payment hereunder when due; or b.) fail to perform any of the other terms, covenants or conditions of this Agreement after ten (10) days written notice; or c.) become insolvent or make an assignment for the benefit of creditors, or file a petition under the 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 therein, plus the percent value of (ii) 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 (iii) the anticipated value of the Equipment at the end of the initial term or applicable renewal term of the Agreement (but in no event less than 15% of the original cost of the Equipment) discounted at the rate of 6% per annum and upon recovery of the same in full, the Equipment shall become your property; (iv) two jointly accelerate the balance due under any other agreement between us; (v) to take immediate possession of the Equipment, and to lease or sell the Equipment 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; (vi) charge your interest on all monies due us from and after the date of default at the rate of one and one-third percent (1-1/3%) per month until paid but in no event more than the maximum rate permitted by law; (vii) require you to return all Equipment at your expense to a place reasonably designated by us; (viii) to charge you for all the expenses incurred in connection with the enforcement of any of our remedies including all cost of collection, reasonable attorneys fees and court costs. Lessee shall also be liable for the pre- and post-judgment attorneys fees and costs incurred by the Lessor after a judgement has been entered against the Lessee by any court. Whenever any payment is not paid by you when due hereunder, you agree to pay us, not later than one month thereafter, as an administrative charge to offset our collection expenses, an amount calculated at the rate of .10 per \$1.00 for each such delayed payment, or \$15.00 whichever is higher, but only to the extent permitted by law. 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, and 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 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. We shall retain the sum set forth above as a security deposit, if applicable, for your performance of your obligations hereunder. Upon lawful termination of this Agreement, provided you are not in default, the security deposit, if applicable, shall be returned to you. No interest shall be paid upon said security deposit. In the event of default we may apply said security deposit to cure any default.



11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THIS EQUIPMENT OR SUBLEASE, PLEDGE OR OTHERWISE ENCLUMBER THE EQUIPMENT. We may sell, assign or transfer this Agreement, without notice. You agree that if we sell, assign or trade 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.

12. CONSENT TO JURISDICTION AND GOVERNING LAW: YOU CONSENT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEW JERSEY WITH RESPECT TO ANY ACTION ARISING OUT OF THIS AGREEMENT OF THE EQUIPMENT. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST YOU MAY BE FILED IN NEW JERSEY AND THAT YOU MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN NEW JERSEY. You agree that service of process by certified mail, return receipt requested, shall be deemed the equivalent of personal service in any such action. However, nothing in this paragraph shall be construed to limit the jurisdictions in which the suit may be filed by any party to this Agreement or the means of obtaining service of process in any such suit. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THIS STATE OF NEW JERSEY. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE TRIAL BY JURY IN ANY ACTION HEREUNDER. YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES GRANTED YOU BY SECTION 24-508 THROUGH 24-522 OF THE UNIFORM COMMERCIAL CODE.**

13. 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.

14. ENTIRE AGREEMENT: This Agreement contains the entire agreement between you and us and no modifications of the Agreement shall be effective unless in writing and signed by the parties.

15. HEADINGS: Headings in this Agreement are for convenience and reference only, and shall not be used to interpret or construe its provisions.

ACCEPTED BY
CANNON BUSINESS SOLUTIONS - EAST, INC., LESSOR
125 PARK AVENUE, NEW YORK, NY 10017
BY  TITLE 
DATE 4/7/06

Eastern District of Virginia Claims Register

09-10816-RGM On-Site Sourcing, Inc.

Judge: Robert G. Mayer **Chapter:** 11

Office: Alexandria **Last Date to file claims:**

Trustee: **Last Date to file (Govt):** 08/03/2009

Creditor: (8791289) CIT Technology Financing Services, Inc. Weltman, Weinberg & Reis, Co. 175 S. Third St., Suite 900 Columbus, OH 43215	Claim No: 16 <i>Original Filed</i> <i>Date:</i> 03/16/2009 <i>Original Entered</i> <i>Date:</i> 03/16/2009	Status: <i>Filed by:</i> CR <i>Entered by:</i> Manley, Candace <i>Modified:</i>
---	---	---

Unsecured claimed: \$3208.18

Total claimed: \$3208.18

History:

Details 16-1 03/16/2009 Claim #16 filed by CIT Technology Financing Services, Inc., total amount
claimed: \$3208.18 (Manley, Candace)

Description:

Remarks: (16-1) CM

Claims Register Summary