

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

PROOF OF CLAIM
WWR# 7343333

Name of Debtor:
ON-SITE SOURCING, INC.

Case Number:
09-10816-RGM

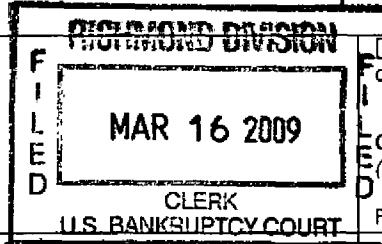
NOTE: This form should not be used to make a claim for administrative expenses arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

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)



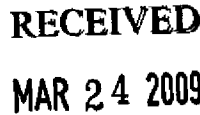
Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(if known)

Filed on: _____

Name and address where payment should be sent (if different from above):

CIT TECHNOLOGY FINANCING SERVICES, INC.
10201 CENTURION PKWY N. #100
JACKSONVILLE, FL 32256
Telephone number:
(904) 620-7635



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.

Check this box if you are the debtor or trustee in this case.

1. Amount Of Claim At Time Case Filed: **\$2,577.84**

BMC GROUP

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.

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.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

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).

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

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).

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: Real Estate Motor Vehicle 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 a 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.

For Court Use Only

Weltman, Weinberg & Reis Co., L.P.A.
175 South Third Street, #900
Columbus, Ohio 43215 (614) 857-4332

Attorney for Creditor
[Signature]
/s/ Brian D. Wood, Esq.

1800

Lease Number: XXX-XXXXXX7-000
 Lease Name: On Site Sourcing, Inc.
 PG:
 Time on Books: 1465
 Number of Leases: 11

| | | | |
|------------------------------|-------------|-------------|-------|
| Gross Contract Amount | \$14,525.00 | | |
| Booked Residual | \$2,991.52 | | |
| Payments Made | \$15,670.60 | | |
| Remaining Payments | \$1,845.92 | | |
| Plus Use Taxes | \$154.60 | Tax Percent | 8.38% |
| Plus Late Fees | \$348.60 | | |
| Plus Insurance Fees | | | |
| Plus APS/NSF/DOC Fees | | | |
| Plus Property Taxes | \$383.32 | | |
| Plus Other Fees | | | |
| PrePaid Maintenance | | | |
| Placement Balance | \$2,577.84 | | |

Canon Business Solutions

LEASE AGREEMENT

CFS-1020 (04/03)



Canon Financial Services, Inc. (CFS)
Remittance Address P O Box 4004
Caro Stream, Illinois 60197-4004 (800) 220-0200

AGREEMENT NUMBER 5-35850

| | | | | | |
|---|--|---------------------------|--------|---|---------------------|
| NAME (COMPANY LEGAL NAME) <u>On-site Sourcing, Inc</u> | | DBA | | PHONE (Customer) <u>703-535-1869</u> | |
| BILLING ADDRESS <u>832 No Henry Street,</u> | | CITY <u>Alexandria</u> | COUNTY | STATE <u>Virginia</u> | ZIP <u>22314</u> |
| EQUIPMENT ADDRESS <u>40 Exchange</u> | | CITY <u>New York</u> | COUNTY | STATE <u>N.Y</u> | ZIP <u>10005</u> |

| EQUIPMENT INFORMATION | | | NUMBER AND AMOUNT OF PAYMENTS | |
|---|------------------|---|--|-------------------------|
| Quantity | Serial Number | Make/Model/Description | No of Pmts | Total Payment* |
| 1 | JNC06604 | IRC 3220 with ImagePASS-C1, V2; DADF-K1, Plain Pedestal C1, Side Paper Deck-P1; Finisher-M1 | 36 <u>First Payment Free</u> | \$415.00 |
| FIRST PAYMENT AMOUNT | | | Term in months <u>36</u> | * Plus Applicable Taxes |
| FIRST & LAST PAYMENT(S) | SECURITY DEPOSIT | TOTAL DUE AT SIGNING | Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other | |
| \$0.00 | \$0.00 | \$0.00 | <input checked="" type="checkbox"/> FAIR MARKET VALUE <input type="checkbox"/> 10% \$ (estimated) | |
| <input type="checkbox"/> Nonrefundable <input checked="" type="checkbox"/> Check must accompany agreement | | | <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other \$ (estimated) | |

Automated Clearing House (ACH) Authorization: By providing the below information Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period including any applicable taxes and fees on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

ACH YES NO

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN

| | | | |
|--|--|---|--|
| ACCEPTED | | AUTHORIZED CUSTOMER SIGNATURE | |
| CANON FINANCIAL SERVICES, INC. By <u>Cathy Lan</u> Title <u>Senior Asst</u> Date <u>1/27/05</u> | | By X <u>William F. Truchan</u> Title <u>CFO</u> Printed Name <u>William F. TRUCHAN</u> By X _____ Title _____ Printed Name _____ | |

ACCEPTANCE CERTIFICATE

The Customer certifies that (a) the Equipment referred to in the above Agreement has been received (b) installation has been completed (c) the Equipment has been examined by Customer and is in good operating order and condition and is in all respects satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly Customer hereby authorizes billing under this Agreement.

Signature X _____ Printed Name _____
Title (if any) _____ Date _____

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer a Corp. organized under the laws of the State of VA with its chief executive office at 832 N. Henry St, Alexandria, VA 22314 and Customer leases from CFS with its place of business at 150 Garthor Drive, Suite 200, Mount Laurel, New Jersey 08054 all the equipment described above together with all replacement parts and substitutions for and additions to all such equipment (the "Equipment") upon the terms and conditions set forth in this Lease Agreement ("Agreement"). The amount of each Payment specified in Number and Amount of Payments section above and the 10% or Other Purchase Option price specified above are based on the supplier's best estimate of the cost of the Equipment. Such Payments and Purchase Option prices will be adjusted upward or downward if the actual total cost of the Equipment, including any sales or use tax, is more or less than the estimate and in that event, Customer authorizes CFS to adjust such Payments and Purchase Option price by up to fifteen percent (15%).

2. LEASE PAYMENTS: Customer agrees to pay in advance to CFS during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments").

3. APPLICATION OF PAYMENTS: All payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically based on the date of CFS's charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS in its discretion may determine.

4. TERM OF AGREEMENT: The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS's Acceptance Certificate or otherwise accepts the Equipment as specified herein. After acceptance of the Equipment Customer shall have no right to cancel this Agreement during the term hereof. The term of this Agreement shall end unless sooner terminated by CFS when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever, including without limitation payment of all amounts due under the Agreement prior to the end of the scheduled term.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

PERSONAL GUARANTY

The undersigned (whether one or more are specified the "Guarantor(s)") in consideration of CANON FINANCIAL SERVICES INC ("CFS") entering into an Agreement (together with any schedules or supplements hereto) the "Agreement") with the Customer identified above ("Customer") irrevocably and unconditionally jointly and severally guarantee to CFS, and its successors and assigns the payment when due of all amounts owed under the Agreement (whether as maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all promises, obligations and terms of the Agreement and any other financial transaction between Customer and CFS (collectively the "Liabilities") if Customer shall fail to pay or perform all or any part of the Liabilities when due; the Guarantors agree upon demand to pay any amounts which may be due from Customer and to take any action required of Customer under the Agreement. The Guarantors agree that this is an absolute and continuing guaranty and that their liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations whether or not by operation of law.

If any payment applied by CFS to the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, reorganization or liquidation of the Customer or any other person) the Liabilities to which such payment was applied shall for all purposes of this Guaranty be deemed to have continued in existence notwithstanding such application and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon 60 days prior written notice to CFS, and such termination shall be effective only as to Liabilities arising under Schedules, supplements, or agreements entered into after the effective date of termination and shall not affect CFS's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

The Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. The Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to CFS's rights against Customer until Customer's indebtedness is paid in full and Customer's other obligations have been fully performed. The Guarantors consent and agree that any (i) renewals and extensions of term of payment, (ii) release, substitution or compromise of or realization upon the Equipment, other guarantees or any collateral security and (iii) exercise of any other right under this or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to the Guarantors and without in any manner affecting the Guarantors' liability under this Guaranty.

The Guarantors agree to pay all expenses (including attorney's fees and legal expenses) paid or incurred by CFS in enforcing or collecting the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND CFS SHALL BE BROUGHT IN A STATE COURT LOCATED IN THE COUNTY OF BURLINGTON, NEW JERSEY OR A FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN, NEW JERSEY PROVIDED THAT CFS AT ITS SOLE OPTION, MAY BRING ANY SUCH ACTION IN A COURT IN THE STATE WHERE THE GUARANTOR IS LOCATED. GUARANTOR BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

The Guarantors agree that CFS may accept a facsimile copy of this Guaranty as an original and that facsimile copies of the Guarantor's signatures will be treated as an original and admissible as evidence of this Guaranty.

Printed Name _____ Signature X _____ (No Title) Date _____
Address _____ Phone () _____
Printed Name _____ Signature X _____ (No Title) Date _____
Address _____ Phone () _____

Canon

CANON BUSINESS SOLUTIONS

Invoice

Page 1 of 1

Canon Business Solutions - East, Inc
 300 COMMERCE SQUARE BLVD
 BURLINGTON, NJ 08016
 888-227-4000
 www.solutions.canon.com

Invoice # 160042680
 Invoice Date January 25, 2005
 Customer P O 385528/211
 Past Due After February 24, 2005

Bill To 1002805
 Attn: Accounts Payable
 CANON FINANCIAL SERVICES OM ONLY
 158 GAITHER DR STE 200
 PO BOX 5008
 MOUNT LAUREL NJ 08054

Ship To 1043218
 GARY BENDEL
 ON SITE SOURCING INCORPORATED
 40 EXCHANGE PL
 NEW YORK NY 10005-2701

Order # 1250877 Order Type LEASE Entered By D02089 Sold By Charles A Taylor Branch WASHINGTON DC-COM Ship Via NET Tracking #

| Ref | Item # | Description | Order Quantity | Ship Quantity | B/O | Whse Code | Unit Price | Extended Price |
|-----|----------|---|----------------|---------------|-----|-----------|------------|----------------|
| 11 | 9523A003 | IR C3220 COPIER MODEL 420V Serial # JNC06604 | 1 | 1 | 0 | A01 | | \$ 14,664.30 |
| 21 | 7792A007 | IMAGEPASS-C1 V2.0 Serial # JXL03872 | 1 | 1 | 0 | A01 | | |
| 31 | 7763A002 | DADF-K1 (INCH/A) Serial # XKX25697 | 1 | 1 | 0 | A01 | | |
| 41 | 8066A006 | PLAIN PEDESTAL C1 Serial # JXE03269 | 1 | 1 | 0 | A01 | | |
| 51 | 7767A002 | SIDE PAPER DECK-P1 LTR Serial # XJZ04045 | 1 | 1 | 0 | A01 | | |
| 61 | 7764A001 | FINISHER-M1 Serial # XLT18119 | 1 | 1 | 0 | A01 | | |
| 71 | 0549V886 | BUSINESS COLOR 2 INSTALL PAK | 1 | 1 | 0 | A01 | | |
| 181 | 014ZZ705 | IRC-3200 Toner inclusive Base&Click | 1 | 1 | 0 | A01 | | |

PAID
 JAN 27 2005
 BY ACH

COMMENTS

2005 JAN 27

TERMS NET 30

Remit To
 CANON BUSINESS SOLUTIONS - EAST, INC
 P O BOX 33191
 NEWARK NJ 07188-0191

FOR CUSTOMER SERVICE INQUIRIES CALL - 609-387-8700
 CONTACT - Diane Leonard

INVOICE STAMP FOR DEPT OF FUNDS 6/12/10
 14664.30
 385528

Funding Amount
 Application Number
 Lease Number
 Dealer Number

Payment Method Check (ACH) (EDI) (Wire)
 O/A Approval

| | |
|----------------|--------------|
| Subtotal | \$ 14,664.30 |
| Tax | \$ 0.00 |
| Bright | \$ 0.00 |
| Total Due | \$ 14,664.30 |
| Prepay Amount | \$ 0.00 |
| Net Amount Due | \$ 14,664.30 |

CC
 1/27/05

Please detach and return this lower portion with your check made payable to Canon Business Solutions

Canon

CANON BUSINESS SOLUTIONS

Bill To 1002805
 Attn: Accounts Payable
 CANON FINANCIAL SERVICES OM ONLY
 158 GAITHER DR STE 200
 PO BOX 5008
 MOUNT LAUREL NJ 08054

Invoice # 160042680
 Invoice Date January 25, 2005
 Customer P O 385528/211
 Past Due After February 24, 2005

Remit To
 CANON BUSINESS SOLUTIONS - EAST, INC
 P O BOX 33191
 NEWARK NJ 07188-0191

Amount Due \$ 14,664.30

Amount Enclosed