

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA Debtor against which claim is asserted: (Check only ONE debtor below)		PROOF OF CLAIM
_____ On-Site Sourcing, Inc. _____ DocuForce Financial Corp. _____ On-Site LA, Inc. 09-10816-RGM 09-10817-RGM 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): <u>Tygris Vendor Finance, Inc. #11/19 US Express Leasing</u>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: <u>Tygris Vendor Finance, Inc.</u> <u>10 Waterview Blvd.</u> <u>Parsippany, NJ 07054</u> <u>Attn: Annette McQueen</u>		Court Claim Number: _____ (if known)
Telephone number: _____		Filed on: _____
Name and address where payment should be sent (if different from above): <u>Same as above.</u>		<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.
Telephone number: _____		<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: \$ <u>60,393.69</u> (Equipment received w/for sale) 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: <u>Equipment lease (See attached)</u> (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: <u>5992 & 7504</u> 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: \$ <u>60,393.69</u>		<input type="checkbox"/> Contributions to an employee benefit plan -- 11 U.S.C. §507 (a)(5)
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<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)
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"/> Taxes or penalties owed to governmental units -- 11 U.S.C. §507 (a)(8).
Date: <u>6/15/09</u> 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. <u>Annette McQueen, Litigation Recovery Manager</u>		<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.
		FOR COURT USE ONLY

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

JUN 16 2009

BMC GROUP

On-Site Sourcing, Inc.



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B10 (Official Form 10) (12/08) - Cont.

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.psc.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.



FOR EQUIPMENT RENTALS UNDER \$100,000

RENTAL AGREEMENT

Please see completed agreement to 1-800-825-8799

Questions or need assistance? Call 1-800-825-8799

This Agreement has been entered into by and between the undersigned parties to the agreement, who remain our customers, with respect to the use of the Equipment furnished hereunder. We have now the same use, and our use of the Agreement, as we have in the past. Our address is 300 Landon Plaza, Pennsylvania, PA 07054. We are offering you this rental agreement under the same terms and conditions as we have in the past. Our address is 300 Landon Plaza, Pennsylvania, PA 07054. We are offering you this rental agreement under the same terms and conditions as we have in the past.

Customer Information: On Site Recovery, 823 Henry Street, Alexandria Virginia 22314. Supplier Name: Amersbach Business Systems Inc. Equipment Description: Sewin SDCS66 Color Multifunction System RT 43 (Large capacity tray), 300070 Finisher, ERT Flyer 6000 Controller. Quantity: 1. Serial Number: 949-261-6861.

Table with 4 columns: Term and Payment, Rental Term, Months, Rental Payment, Advance Rental Payment (Non-Refundable), and APPL CABLE TAXES.

TERMS AND CONDITIONS: 1. Agreement. You agree to rent the Equipment from us for the term and conditions of the Agreement. 2. Description. You agree to use the Equipment in accordance with the instructions provided by the manufacturer. 3. Use. You agree to use the Equipment only for the purposes intended by the manufacturer. 4. Maintenance. You agree to maintain the Equipment in good working order. 5. Insurance. You agree to insure the Equipment against theft and damage. 6. Liability. You agree to be liable for any damage to the Equipment or to any third party. 7. Termination. You agree to terminate the Agreement if you fail to comply with the terms and conditions. 8. Assignment. You agree not to assign the Agreement. 9. Force Majeure. The Agreement shall be subject to the provisions of the Force Majeure clause. 10. Notices. All notices shall be in writing and shall be given to the other party at the address set forth in this Agreement. 11. Entire Agreement. This Agreement constitutes the entire agreement between the parties. 12. Governing Law. This Agreement shall be governed by the laws of the State of Pennsylvania. 13. Dispute Resolution. Any dispute arising out of this Agreement shall be resolved by arbitration. 14. Waiver. The parties waive their right to a trial by jury. 15. Severability. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall remain in effect. 16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. 17. Signatures. This Agreement shall be binding upon the parties when signed by the authorized representatives of each party. 18. Date. This Agreement is dated and first made effectual on the date of the last signature hereon.

US EXPRESS... William P. Hadjick, V.P. Operations. Signature of William P. Hadjick. Date: 9/22/06.

PERSONAL GUARANTEE: I, hereby guarantee personally the prompt payment and performance of the obligations of the Customer or the Equipment lessor. I understand that my obligations under this agreement shall survive the termination or expiration of the agreement and shall be enforceable against me and my estate, heirs, assigns, personal representatives, successors, and assigns. I understand that my obligations under this agreement shall survive the termination or expiration of the agreement and shall be enforceable against me and my estate, heirs, assigns, personal representatives, successors, and assigns. I understand that my obligations under this agreement shall survive the termination or expiration of the agreement and shall be enforceable against me and my estate, heirs, assigns, personal representatives, successors, and assigns.

Form for Personal Guarantee with fields for Name, Address, Social Security Number, and Signature.



DELIVERY AND ACCEPTANCE CERTIFICATE

Please fill completed and signed D&A Certificate to USX at 1-866-329-2735

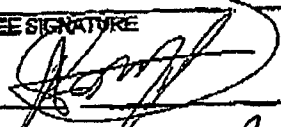
LESSEE Name: ON SITE SERVICES Lease # 20015492
ON SITE E-DUCOMBY

On behalf of Lessee, I hereby certify that all of the equipment and other property referred to in the above referenced Lease Agreement with US Express Leasing, Inc. has been delivered, inspected and is accepted by Lessee for all purposes of the Lease.

ACCORDINGLY, I AUTHORIZE LESSOR TO PURCHASE THE EQUIPMENT AND COMMENCE BILLING UNDER THE LEASE.

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED THE EQUIPMENT.

LESSEE SIGNATURE

By: 

Print Name: Ray Rivera

Title: Operations Manager

Date: 9-28-06

For Lessor Use Only (if applicable)

Name of person (including Delivery & Acceptance of Equipment)

Signature of Employee who made telephone verification

Date of Telephone Verification

DNV1.0 6/1/06

** TOTAL PAGE 01 **

2 11 899 '06
3 11 000 '06

09/29/2006 1:48PM (GMT-04:00)



FOR EQUIPMENT LEASES UNDER \$100,000

LEASE AGREEMENT

Please fax completed agreement to 1-866-329-8795
Questions or need assistance? Call 1-866-550-8795

Lease #: 40287504

This Lease has been written in "Plain English." When we use the words Lessee, you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, US Express Leasing, Inc. Our address is 300 Lanidex Plaza, Parsippany, New Jersey 07054. We are offering you lease financing under a co-branding agreement with Graphic Savings Group, LLC.

CUSTOMER INFORMATION: ON-SITE SOURCING, INC. 1111 19TH STREET SUITE 404 ARLINGTON, VA 22209
Equipment Location (if different from above)
On-Site Sourcing, Inc. 2011 Crystal Drive, Arlington, VA 22209
Customer Phone # (703) 276-1123

SUPPLIER INFORMATION: Supplier Name ("SUPPLIER") and Billing Address
Graphic Savings Group, LLC 457 Castle Avenue, Fairfield, CT 06825
Supplier Phone # (203) 336-4034

EQUIPMENT DESCRIPTION table with columns: Equipment Description, Quantity, Serial Number. Rows include Xerox DocuTech 6115 & Controller & Interposer and GBC Punch & Stackers.

END OF LEASE PURCHASE OPTION: Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.
Fair Market Value, \$1.00 Purchase Option, Fixed Price Purchase Option of 10% Total Cash Price

TERM AND PAYMENT: Initial Lease Term: 43 Months, Lease Payment: \$1863.00, Advance Lease Payment (Non Refundable) \$0

TERMS AND CONDITIONS
1. Lease. You agree to lease the Equipment listed above from us (the "Equipment") on the terms and conditions of this lease agreement ("Lease")...

term of this Lease, including any renewal or extensions. We may add the costs of acquiring and maintaining such insurance, and our fees for our services in placing and maintaining such insurance (collectively "Insurance Charge") to the amounts due from you under this Lease...

US Express Leasing, Inc. Authorized Signature, Date, Print Name and Title

ON-SITE SOURCING, INC. Authorized Signature, Date, Print Name and Title

PERSONAL GUARANTY: Hadicke, V.P. Operations. I hereby unconditionally guaranty the prompt payment and performance of all the Customer/Lessee's obligations stated above...

ACCEPTANCE OF DELIVERY: You certify that all the Equipment listed above has been furnished to you, and that delivery and installation has been fully completed and satisfactory. Further, all terms and conditions of the Lease have been reviewed and agreed to by you...

Personal Guarantor (no title), Social Security Number, Print Name & Home Address/City/State/Zip, Phone No.

Authorized Signature, Date, Print Name & Title

KUTAK ROCK LLP
Michael A. Condyles (VA 27807)
Loc Pfeiffer (VA 39632)
Peter J. Barrett (VA 46179)
Bank of America Center
1111 East Main Street, Suite 800
Richmond, Virginia 23219-3500
(804) 644-1700
Proposed Counsel to the Debtors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

In re:)	Case No. 09-10816
)	Jointly Administered
ON-SITE SOURCING, INC., et al., ¹)	Chapter 11
)	
Debtors.)	
)	

**NOTICE OF BAR DATE FOR FILING PROOFS OF CLAIM
AND PROOFS OF INTEREST**

NOTICE IS HEREBY GIVEN that pursuant to Local Bankruptcy Rule 3003-1 the deadline set by the court under Federal Rule of Bankruptcy Procedure 3003(c) for filing proofs of claim and interest is **June 17, 2009** (the "Bar Date"). Claims not filed by the Bar Date with BMC Group, Inc. at **On-Site Sourcing, Inc., et al, Attn: BMC Group, Claims Processing, PO Box 2005, Chanhassen, MN 55317-2005** will not be allowed and will be forever barred, with the following exceptions:

1. Governmental units shall have until **August 3, 2009**, to file proofs of claim.
2. Claims and interests listed on the debtor's schedules and **not** listed as disputed, contingent, or unliquidated. (Note: a creditor who desires to rely on the schedules of creditors has the responsibility for determining that the claim is listed accurately.)
3. Unsecured claims of the type specified in Federal Rule of Bankruptcy Procedure 3002(c)(3) which arise or become allowable as a result of a judgment if the judgment is for the recovery of money or property or avoids an interest in property shall be filed within 30 days after the judgment becomes final or the Bar Date set forth above, whichever is later.
4. Claims of the type specified in Federal Rule of Bankruptcy Procedure 3002(c)(4) arising from the rejection of an executory contract or unexpired lease shall be filed within 30

¹ The debtors in these proceedings are: On-Site Sourcing, Inc., DocuForce Financial Corp., and On-Site LA, Inc.