

UNITED STATES BANKRUPTCY COURT

Eastern District of Virginia

PROOF OF CLAIM

Name of Debtor: ON-SITE SOURCING, INC., et al.

Case Number: 09-10816

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): ABOVE NET COMMUNICATIONS, INC

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

Name and address where notices should be sent: AboveNet Communications, Inc. 360 Hamilton Avenue White Plains, NY 10601 Attn: Thomas L. Kelly

Court Claim Number: (If known)

Telephone number: (914) 993-1257

Filed on:

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

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:

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

1. Amount of Claim as of Date Case Filed: \$ not less than 5,250.00

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.

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.

Specify the priority of the claim.

2. Basis for Claim: (See attached)

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:

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).

3a. Debtor may have scheduled account as:

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

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

Value of Property: \$ Annual Interest Rate %

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).

Amount of arrearage and other charges as of time case filed included in secured claim,

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

if any: \$ Basis for perfection:

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount of Secured Claim: \$ Amount Unsecured: \$

Amount entitled to priority:

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.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 06/15/2009

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.

Thomas L. Kelly, Associate General Counsel

Handwritten signature of Thomas L. Kelly

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.

On-Site Sourcing, Inc.



00209

ATTACHMENT TO PROOF OF CLAIM of
AboveNet Communications, Inc.

1. On February 4, 2009 (the "Petition Date"), ON-SITE SOURCING, INC. (the "Debtor") filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (Case Number 09-10816).
2. AboveNet Communications, Inc. ("Claimant") had executory contracts with Debtor that are the subject of this current Proof of Claim (together "Agreements"). Pursuant to the Agreements, Debtor has received dark and lit telecommunications fiber services, and other related services but has failed to pay Claimant therefore.
3. Debtor is indebted to Claimant in an amount of not less than Five Thousand Two Hundred Fifty Dollars (\$5,250.00). The Debtor is also indebted to the Claimant for any and all pre-petition and/or post-petition claims or causes of action, whether known or unknown, arising from or related to the Agreements.
4. No judgment has been rendered on these claims. To the best of Claimant's knowledge, there have been no payments from Debtor to credit to or deduct from the claim amount for the purposes of this Proof of Claim. To the best of Claimant's knowledge, these claims are not subject to any further setoff or counterclaim.
5. In addition to the foregoing, the Debtor is liable to Claimant for interest accruing on the claims described herein to the extent such interest is allowable.
6. The Claimant has filed this Proof of Claim under compulsion of the bar date established in this Chapter 11 case. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after the bar date, in any

manner and/or to file additional proofs of claim for any additional claim based on the same or additional documents or grounds of liability.

7. The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a waiver or release of Claimant's rights against any person, entity, or property; (b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy, or proceedings entered only after de novo review by a United States District Court Judge; (f) a waiver of the right to move to withdraw the reference with respect of the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (g) an election of remedies.

8. All notices regarding this Proof of Claim should be sent to:

AboveNet Communications, Inc.
360 Hamilton Avenue
White Plains, NY 10601
Attention: Thomas L. Kelly, Associate General Counsel

Dated: June 15, 2009.

Order Form No. ABV07-043907-00-001-00
 Comments with respect to application to prior Order Forms, if applicable:

Order Type: (check box with "X" that applies)		AboveNet
<input checked="" type="checkbox"/>	New	
<input type="checkbox"/>	Add-On or Upgrade to Order Form#: - Expiring:	
<input type="checkbox"/>	Renewal of Order Form #: - Expiring:	
<input type="checkbox"/>	Replacement of (amends and restores) Order Form#: - Expiring:	

AboveNet Communications, Inc.
 OPTICAL TRANSPORT SERVICES
 ORDER FORM

Customer: On-Site Sourcing, Inc.

ABOVENET WILL NOT COMMENCE INSTALLATION UNTIL IT RECEIVES THE TOTAL INSTALLATION CHARGE AND PREPAYMENT SPECIFIED BELOW.

1. **Effective Date:** Last date of execution below.
2. **Term:** 36 months
3. **Locations:**

#	Customer Locations	Building Entrance(s)	Fiber Distribution Point	Service Demarcation Point	Building Approvals/ Location Licenses Secured & Authorized by: (Customer ("Cust.") or AboveNet ("AN"))		
					Right of Entry	In-Building Pads To Fiber Dist. Pt.	To Str. Dem. Pt.
1	44470 CHILLUM PLACE, BLDG G, ASHBURN, VA 20147	Single	Racks 7 & 8, Cage 1940 at VA-25F	Cage #5025	AboveNet	AboveNet	Cust.
2	2011 CRYSTAL DR ARLINGTON, VA 22202	Single	Basement	2 nd Floor	Cust.	Cust.	Cust.

*If marked "Customer", Customer is responsible, at its sole cost and expense, to obtain and maintain, for the duration of this Order Form Term any necessary Location Licenses (including third party licenses, approvals or permissions for AboveNet to utilize and/or construct the building entrance ducts and in-building risers. Such Location Licenses must include access and disturbance rights (if required) and installation, maintenance and removal of any AboveNet Equipment or AboveNet Network. In the event that AboveNet is required to subsequently obtain any necessary Location Licenses on Customer's behalf, Customer agrees to reimburse AboveNet for its costs relating to obtaining and maintaining such Location Licenses during the Term.

4. **Service Configuration(s):**

Svc #	Service Description	Circuit ID (TBD if not known)	Between Locations:			Protocol	CPE Interface ** at Locations:	
			A	&	Z		A	Z
1	Metro Ethernet - 1 GIG		#1	&	#2	Gigabit Ethernet	10G/10G/10G/10G	10G/10G/10G/10G

** e.g. SX @ 20km/DMF/SC; LX (15)km/SMF/SC; or FE (RJ45)


Sx 850.1m / MMF/SC
 Sx 850.1m / MMF/SC

CONFIDENTIAL

Y060106

4/15/2007
 4/21/07

Order Form No. ABV07-043907-00-001-00
 Comments with respect to application to prior Order Forms, if applicable:

Order Type: (check box with "X" that applies)		
<input checked="" type="checkbox"/>	New	
	Add-On or Upgrade to Order Form#: - Expiring:	
	Renewal of Order Form #: - Expiring:	Renewal Effective:
	Replacement of (amends and restates) Order Form#: - Expiring:	Replacement Effective:

AboveNet Communications, Inc.

**OPTICAL TRANSPORT SERVICES
 ORDER FORM**

Customer: On-Site Sourcing, Inc.

ABOVENET WILL NOT COMMENCE INSTALLATION UNTIL IT RECEIVES THE TOTAL INSTALLATION CHARGE AND PREPAYMENT SPECIFIED BELOW.

- Effective Date:** Last date of execution below.
- Term:** 36 months
- Locations:**

#	Customer Locations	Building Entrance(s)	Fiber Distribution Point	Service Demarcation Point	Building Approvals/ Location Licenses Secured & Maintained by: (Customer ("Cust.") or AboveNet ("AN"))		
					Right of Entry	In-Building Paths	
					To Fiber Dist. Pt.	To Svc. Dmc. Pt.	
1	44470 CHILUM PLACE, BLDG G, ASHBURN, VA 20147	Single	Racks 7 & 8, Cage 1940 at VA-25F	Cage #5025	AboveNet	AboveNet	Cust.
2	2011 CRYSTAL DR ARLINGTON, VA 22202	Single	Basement	2 nd Floor	Cust.	Cust.	Cust.

*If marked "Customer", Customer is responsible, at its sole cost and expense, to obtain and maintain, for the duration of this Order Form Term any necessary Location Licenses (including, third party licenses, approvals or permissions for AboveNet to utilize and/or construct the building entrance ducts and in-building risers. Such Location License(s) must include access and distribution rights (if required) and installation, maintenance and retrieval of any AboveNet Equipment or AboveNet Network. In the event that AboveNet is required to subsequently obtain any necessary Location Licenses on Customer's behalf, Customer agrees to reimburse AboveNet for its costs relating to obtaining and maintaining such Location Licenses during the Term.

4. Service Configuration(s):

Svc. #	Service Description	Circuit ID (TBD if not known)	Between Locations:			Protocol	CPE Interface ** at Locations:	
			A	&	Z		A	Z
1	Metro Ethernet - 1 GIG		#1	&	#2	Gigabit Ethernet	LX (1310nm/SMF/SC)	LX (1310nm/SMF/SC)

** e.g. SX (830nm/MMF/SC); LX (1310nm/SMF/SC); or FE (RJ45)

OPTICAL TRANSPORT SERVICES ORDER FORM

5. Service(s) & Customer Charge(s):

a. Charges:

Item #	Svc. #	Service Description	Part Number	NRC ¹ \$	MRC ² \$	Pre-Payment ³ \$
1		Metro Ethernet Set Up Fee NRC	ME00001N	\$5,000.00		
2		Metro Ethernet -1 GigE Unprotected MRC	ME00001R		\$18,000.00	

Total:	NRC ¹ \$	MRC ² \$	Pre-Payment ³ \$
	\$5,000.00	\$18,000.00	N/A

¹ Customer will pay the Installation Charge (Non-Recurring Charge (NRC)), specified above, upon the Order Form Effective Date.

² Beginning on the Commencement Date, Customer will pay the Monthly Recurring Charge: (MRC) in advance for each month during the Term and within thirty (30) days of such invoice.

³ Customer will pay the Prepayment upon the Order Form Effective Date.

b. Applicable Taxes. In addition to other amounts due hereunder, Customer shall be responsible for paying all Applicable Taxes. "Applicable Taxes" means all taxes, levies, fees, imposts, duties, charges, surcharges, assessments or withholdings of any kind or nature levied or imposed upon AboveNet or Customer, arising from or relating to the provision by AboveNet of the Services to Customer (including, without limitation, sales, excise taxes, universal service fees, any other FCC or state PUC fees, and any state or local utility or telecommunications taxes), together with any penalties, fines or interest (resulting from Customer's failure to pay Applicable Taxes hereunder after being invoiced for such) by any U.S. federal, state, provincial or local government, public authority, including its agencies, commissions and tribunals, or their designated agents, having jurisdiction over this transaction. Customer shall not be responsible for and Applicable Taxes shall not include taxes on the property or income of AboveNet. Notwithstanding the foregoing, Customer may provide AboveNet with a certificate evidencing Customer's exemption from payment of or liability for any Applicable Taxes.

6. Site Environment:*

<u>Location #1</u>	<u>Secured and Maintained by:</u> (Customer** or AboveNet)
<u>Power:</u>	Customer
<u>Racks:</u>	Customer

<u>Location #2</u>	<u>Secured and Maintained by:</u> (Customer** or AboveNet)
<u>Power:</u>	Customer
<u>Racks:</u>	Customer

* For purposes of this Order Form, a Site Environment located at an AboveNet facility is classified as power and racks secured and maintained by Customer. Customer will be required to execute a separate Order Form for Co-location Services.

**If marked "Customer", Customer must procure, at its sole cost and expense, all necessary power and/or rack(s), within such Customer Location to support the Optical Transport Service as set forth in the attached Exhibit A.

OPTICAL TRANSPORT SERVICES ORDER FORM

7. Topology:

i. Outside Plant/Base Transport

Two (2) fiber strands in a point-to-point configuration

ii. In-Building Fiber Extension from Fiber Distribution Point to Service Demarcation Point:

	<u>Infrastructure</u>	<u>Single or Diverse</u>	<u>Secured and Maintained by:</u> (Customer* or AboveNet)	<u>Existing or To be Installed</u>
<u>Loc. #1</u>	In-Building Conduit:	Single	Customer	From ABV Cage 1940 at VA-25F, Customer will procure fiber extension from Equinix to Cage# 5025
	In-Building Fiber:	Single	Customer	From ABV Cage 1940 at VA-25F, Customer will procure fiber extension from Equinix to Cage# 5025

	<u>Infrastructure</u>	<u>Single or Diverse</u>	<u>Secured and Maintained by:</u> (Customer* or AboveNet)	<u>Existing or To be Installed</u>
<u>Loc. #2</u>	In-Building Conduit:	Single	Customer	To be Installed
	In-Building Fiber:	Single	Customer	To be Installed

* If marked "Customer", as necessary, Customer must procure, at its sole cost and expense, all necessary In-Building Facilities (including, riser conduit, in-building optical fiber strands and any other inside plant facilities), physically compatible with AboveNet's facilities, within such Customer Location, to access and interconnect to the Fiber Distribution Point.

8. Estimated Delivery Date: 120 days after AboveNet's receipt from Customer of (i) the Installation Charge and Prepayment (if applicable) or (ii) all Location Licenses required by Customer pursuant to the Optical Transport Supplement, whichever is later.

If the Delivery Date (date that AboveNet makes the Services available for Customer's use) of the Service is delayed as a result of Customer's failure to fulfill its obligations under the Agreement (including without limitation, failure to obtain the necessary Location License(s), provide AboveNet the means to access a Customer Location and/or install termination panel(s)), AboveNet will give Customer written notice to cure such failure within thirty (30) calendar days. If Customer fails to cure within such period, the delayed Service will be deemed to be available upon the expiration of such thirty (30) day period.

9. Commencement Date: The "Commencement Date" shall be the earlier of (i) five (5) days after AboveNet notifies Customer that the Service is available ("Delivery Date") or (ii) the date that Customer begins using the Service. Notwithstanding any notice provisions in the Agreement to the contrary, for purposes of this Section, notification that Service is available will be deemed delivered on the day such notice is provided by AboveNet.

OPTICAL TRANSPORT SERVICES ORDER FORM

10. Additional Terms:

10.1. Customer is responsible to obtain and maintain, at its sole cost and expense, all necessary in-building Fiber Extensions, Site Environment and Location Licenses specified as Customer-provided in this Order Form, for the duration of the Term.

This Order Form alone is not an agreement between the parties and is incorporated by reference into a Master Products and Services Agreement executed between AboveNet and Customer. Capitalized words and phrases that appear in this Service Order shall have the meaning set forth in the Optical Transport Supplement and General Terms and Conditions.

ABOVENET COMMUNICATIONS, INC.

CUSTOMER

By: [Signature]
Print Name: Robert Sokota
Title: SVP, General Counsel
Date: 4/18/07

X By: [Signature]
✓ Print Name: Robert Eldon
✓ Title: Network Engineer
✓ Date: 4/16/07

OPTICAL TRANSPORT SERVICES ORDER FORM

Exhibit A

Site Environment Requirements

Metro Ethernet Platform:

	Location A	Location Z
Rack	One (1) 19" rack for each Optical Transport	One (1) 19" rack for each Optical Transport
Power	<p><u>Switch:</u> Power consumption: 65W (max), 222 BTUs per hour AC voltage: 100 to 127/200 to 240 VAC (auto-ranging) AC frequency: 50 to 60 Hz Dimensions (H x W x D): 2.63 x 15.9 x 17.5 in. (6.68 x 40.39 x 44.45 cm)</p> <p><u>DCN Router:</u> Dimensions (H x W x D): 1.69 x 17.5 x 11.8 in. (2.3 x 44.45 x 30.00cm) Power consumption: 75W (max), 260 BTUs per hour AC voltage: 100 to 240 VAC (auto-ranging): 1.5A AC frequency: 47 to 63 Hz</p>	<p><u>Switch:</u> Power consumption: 65W (max), 222 BTUs per hour AC voltage: 100 to 127/200 to 240 VAC (auto-ranging) AC frequency: 50 to 60 Hz Dimensions (H x W x D): 2.63 x 15.9 x 17.5 in. (6.68 x 40.39 x 44.45 cm)</p>
Temperature	32 - 104°F (0 - 40°C)	32 - 104°F (0 - 40°C)
Humidity	10 - 85% relative	10 - 85% relative
Other	<ol style="list-style-type: none"> 1. A telephone with an outside line must be located within reach of each cabinet for support during troubleshooting and installation. 2. Customer will provide 110VAC power strip. 	



AboveNet

INVOICE

Remittance Slip

Customer ID 20598	Customer PO #	Invoice Number 056321	Invoice Date 4/25/2007	Invoice Total \$5,250.00	Payment Terms Due Upon Receipt
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QUESTIONS?

If you have questions about your account, or to notify AboveNet of an address or name change, please contact us toll-free at 1-888-921-9425.

Please send all written correspondence (other than payments) to:

AboveNet Communications, Inc.
360 Hamilton Avenue
White Plains, NY 10601
Attn: Billing Department

AboveNet is proud to be your service provider. Thank you for your business!

Visit us on the web at <http://www.above.net>

PAYMENT INFORMATION:

CHECKS: Please make your check payable to:

AboveNet Communications, Inc.

Please detach and return this remittance slip with your payment.

ELECTRONIC TRANSFERS:

Bank: Wachovia N.A.
Account: 2000029949878
ABA #: 031201467
SWIFT #: PNBPU33

Customer ID: 20598
Customer Name: On-Site Sourcing, Inc.

Invoice Number: 056321
Invoice Date: 4/25/2007
Invoice Total: \$5,250.00

Amount enclosed:

Remit to: AboveNet Communications Inc.
PO Box 785876
Philadelphia, PA 19178-5876

Address Changes:

On-Site Sourcing, Inc.
Attn: Accounts Payable
2011 Crystal Drive, Ste 200
Arlington, VA 22202



AboveNet

Line Item Detail

Customer ID	Customer Name	Customer PO #	Invoice Number	Invoice Date	Service Period	Burst BW Period	
20598	On-Site Sourcing, Inc.		056321	4/25/2007			
Line	Service	Order #	Order Term	Service Locations	Quantity	Unit Price	Extended Price
1	Metro Ethernet 1 GigE Unprotected NRC Sign Date: 04/18/07.	ABV07-043907-00-001-00		2011 Crystal Dr, Arlington, VA 22202 44470 Chilum Pl, Bldg G, Ashburn, VA 20147	1.00	\$5,000.00	\$5,000.00
				Arlington County VA sales tax		\$125.00	
				Loudoun County VA sales tax		125.00	
				Subtotal Taxes & Fees		\$250.00	

Subtotal Services	\$5,000.00
Subtotal Taxes & Fees	\$250.00
Total	\$5,250.00



AboveNet

Tax and Fee Summary

Page 3 of 3

Customer ID	Customer Name	Customer PO #	Invoice Number	Invoice Date	Service Period	Burst BW Period
20598	On-Site Sourcing, Inc.		056321	4/25/2007		

TAXES & FEES

	<u>Taxable Amount</u>	<u>Tax Amount</u>
Arlington County VA sales tax	\$2,500.00	\$125.00
Loudoun County VA sales tax	\$2,500.00	\$125.00
TOTAL TAXES & FEES		\$250.00



AboveNet™

Tel 914 421 6700
Fax 914 421 6777

AboveNet, Inc.
360 Hamilton Avenue
White Plains, NY 10601
www.above.net

June 15, 2009

On-Site Sourcing, Inc. et al.
Attn: BMC Group, Claims Processing
P.O. Box 2005
Chanhassen, MN 55317-2005

RE: On-Site Sourcing, Inc., et al. Case No. 09-10816

To Whom It May Concern:

Enclosed please find one (1) original and one (1) copy of the Proof of Claim for AboveNet Communications, Inc. in regard to the above mentioned bankruptcy case.

Please return the file stamped copy to me in the enclosed self addressed stamped envelope.

Thank you.

Sincerely,

Thomas Kelly
Associate General Counsel

Enclosure