

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA

PROOF OF CLAIM
AMENDED

In re:
ON-SITE SOURCING, INC.

Case Number:
09-10816-RGM

NOTE: See Reverse for List of Debtors/Case Numbers/ important details. 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.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name of Creditor and Address: the person or other entity to whom the debtor owes money or property

23642340006007
MESSER & STILP LTD
166 W WASHINGTON
SUITE 300
CHICAGO, IL 60602
300 W. Adams (Chicago), L.L.C.

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

RECEIVED

NOV 19 2012

BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number ()

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

Check this box to indicate that this claim amends a previously filed claim.
SEE ATTACHED
Claim Number (if known):

Payment Telephone Number **312.334.3441**

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ **89,767.07**

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.

2. BASIS FOR CLAIM:

(See instructions #2 and #3a on reverse side.)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

3a. Debtor may have scheduled account as:

4. SECURED CLAIM (See instruction #4 on reverse side.)

Secured Claim Amount: \$

DO NOT Include the priority portion of your claim here.

Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information
Nature of property or right of setoff:

Unsecured Claim Amount: \$

Describe:

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

Real Estate Motor Vehicle Other

Value of Property: \$ Annual Interest Rate: % if any: \$ Basis for Perfection:

5. PRIORITY CLAIM

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.

Unsecured Priority Claim Amount: \$ **12,367.25**

Include **ONLY** the priority portion of your unsecured claim here.

You **MUST** 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 \$11,725*), 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 \$2,600* 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) ():

* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. SUPPORTING DOCUMENTS: Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See instruction 7 and definition of "redacted" on reverse side.) If the documents are not available, please explain.

DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

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

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 5:00 pm, prevailing Eastern Time on April 27, 2011.

THIS SPACE FOR COURT USE ONLY

BY MAIL TO:
BMC Group, Inc
Attn: On Site Chapter 7 Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

BY HAND OR OVERNIGHT DELIVERY TO:
BMC Group, Inc
Attn: On Site Chapter 7 Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

On-Site Sourcing, Inc.
00317

DATE
11-12-2012

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.

By: *[Signature]*

UNITED STATES BANKRUPTCY COURT Eastern District of Virginia		PROOF OF CLAIM
Name of Debtor: On-Site Sourcing, Inc.		Case Number: 09-10816-RGM
<i>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.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): 300 W. Adams (Chicago), L.L.C.		<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 notices should be sent: Messer & Stilp Ltd. 166 W. Washington, Suite 300 Chicago, IL 60602 Telephone number: (312) 334-3476		
Name and address where payment should be sent (if different from above): 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: \$ <u>89,767.07</u> 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. <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). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ <i>*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.</i>
2. Basis for Claim: <u>Rejection of Lease</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 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 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:		
Date: 04/30/2009	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. Nicole M. Johnson <i>Nicole M. Johnson</i>	
		FOR COURT USE ONLY

SUMMARY

Debtor: On-Site Sourcing, Inc.

Creditor: 300 W. Adams (Chicago), L.L.C.

Court: United States Bankruptcy Court for the Eastern District of Virginia

Case #: 09-10816-RGM

11 USC 503 Claim Calculation:

A. *Pre-Petition Rent Owed as of 2/4/2009:* 11 USC 503(b)(6)(B)

- a. Unpaid Balance for Rent and Electric as of 1/31/2009: \$15,252.26
- b. Rent for 2/1/2009 through 2/4/2009:
 - i. (Monthly Feb. Rent divided by Days in Feb) multiplied by days until Bankruptcy Petition Filed.
 - ii. $(6,587.63)/28 \text{ days} = \$235.27 \text{ per day. } \$235.27 * 4 \text{ days} = \941.09
- c. Total= $(\$15,252.26 + \$941.09) = \$16,193.35$

B. *Post-Petition Administrative Priority:* 2/4/2009 through 3/31/2009

- a. Rent from 2/5/2009 through 2/28/2009= \$5,646.54
- b. Rent for 3/2009= \$6,720.71
- c. Total= $(\$5,646.54 + \$6,720.71) = \$12,367.25$

C. *Post-Petition 503(b)(6)(A) Calculation:*

- a. The greater of the following:
 - i. 4/1/2009 Rent to 2/3/2010 Rent
 1. 4/2009 through 1/2010 Rent= \$ 60,486.39 plus
 2. 3 days in Feb= $\$6,720.71/28 \text{ days} = 240.02 \text{ per day. } 240.02 \text{ times } 3 \text{ days} = 720.08$
 3. Total= $\$60,486.39 + \$720.08 = \$61,206.47$
 - ii. 15% of 4/1/2009 Rent to 3/31/2011 Rent
 1. $\$6,720.71 * 10 \text{ months} = \$67,207.10 \text{ plus}$
 2. $\$6,853.79 * 13 \text{ months} = \$89,099.27$
 3. Total= \$ 156,306.37
 4. $15\%(\$156,306.37) = \$23,445.96$

Final Amount of Claim Total: $\$16,193.35 + \$12,367.25 + \$61,206.47 = \$89,767.07$

SECOND AMENDMENT TO OFFICE LEASE AGREEMENT

THIS SECOND AMENDMENT TO OFFICE LEASE AGREEMENT (the "Second Amendment") is made this 31 day of January, 2008, by and between 300 W. ADAMS (CHICAGO), L.L.C., a Delaware limited liability company ("Landlord") and ON-SITE SOURCING, INC., a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord (or Landlord's predecessor in interest) and Tenant entered into that certain Office Lease dated July 9, 2002 (the "Lease"), for Suite 605 of the building located at 300 West Adams Street, Chicago, Illinois ("Premises"); and

WHEREAS, Landlord (or Landlord's predecessor in interest) and Tenant entered into that certain First Amendment dated April 30, 2004 ("First Amendment") with respect to certain temporary space, the terms of which First Amendment are no longer applicable; and

WHEREAS, the Term of the Lease has expired and Tenant is currently a hold-over tenant; and -

WHEREAS, Landlord and Tenant desire to amend the Lease to reduce the size of the Premises, extend the Term, establish the rent due and payable under the Lease as extended, on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Defined Terms. All capitalized terms used herein shall have the same meanings as in the Lease unless otherwise defined herein. *pc*
2. Term. The Term of the Lease is hereby extended for a period of three (3) years effective ~~March 1, 2008~~ *March 1, 2008* ("Effective Date") and shall terminate on ~~April 30, 2011~~ *March 1, 2011* (such portion of the Term referred to as the "Extended Term"), unless sooner terminated in accordance with the terms of the Lease. Unless otherwise provided herein, the Extended Term shall be on the same terms and conditions as contained in the Lease. Except to the extent specifically provided herein, Tenant shall not be entitled to any rent abatement period, construction allowance, tenant improvements, or any other such economic incentives that may have been provided to Tenant in connection with entering the Lease. *W*
3. New Premises. From and after the Effective Date, the rentable square footage of the Premises shall be reduced to Three Thousand One Hundred Ninety Four (3,194) rentable square feet, as more fully depicted on Exhibit A attached hereto ("New Premises"). From and after the Effective Date, as applicable to the

Extended Term, all references in the Lease to the Premises shall be deemed to mean the New Premises.

4. Base Rent. As of the Effective Date, the schedule of Base Rent payable with respect to the New Premises during the Extended Term shall be the amounts listed in the following Base Rent Schedule, payable in accordance with the terms of the Lease.

<u>Period</u>	<u>\$/sq. ft. per year</u>	<u>Annual Pmt.</u>	<u>Monthly Pmt.</u>
3/1/08 ^{4/1/08} - 4/30/08	\$20.82	\$66,499.08	\$5,541.59
5/1/08 - 2/28/09	\$24.75	\$79,051.50	\$6,587.63
3/1/09 - 2/28/10	\$25.25	\$80,648.50	\$6,720.71
3/1/10 - 2/28/11 ^{3/31/11}	\$25.75	\$82,245.50	\$6,853.79

5. Additional Rent. It is understood and agreed that any terms and provision in the Lease concerning Additional Rent and/or Rent Adjustments shall remain in full force and effect including without limitation any provisions relating to increases or escalations based on real estate taxes, utility or other charges, operating expenses, insurance costs, or common area maintenance expenses. From and after the Effective Date, Tenant agrees in the event Taxes are abated or reduced by any taxing authority in whole or in part to assist Landlord in defraying the costs of renovation of the Building including, without limitation, those attributable to the Building being designated as a "Historic" or "Landmark" structure, such abatements or reductions shall accrue solely to the benefit of Landlord and Taxes shall be calculated without regard thereto. The rentable square footage of the Building during the Extended Term is deemed to be 252,530 rentable square feet. Tenant's Proportionate Share applicable to the Extended Term is 1.2648%. The Expense Stop Amount applicable to the Extended Term is the Expenses for the calendar year 2008. The Tax Stop Amount applicable to the Extended Term is Taxes for calendar year 2008, payable in the year 2009. Tenant shall continue to pay Additional Rent applicable to the period prior to the Effective Date in accordance with the terms of the Lease.

6. Rent Payments. All Rent payable under the Lease shall, until further notice, be paid to: 300 W. Adams (Chicago), L.L.C., c/o The PrivateBank and Trust Company, P.O. Box 64925, Chicago, Illinois 60664.
7. Condition of Premises. Tenant is in possession of the Premises and accepts the same "as-is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as may be expressly provided otherwise on Exhibit A attached hereto, but in no event shall Landlord be obligated to expend in excess of \$35,000 in conjunction with the improvements set forth on Exhibit A. To the extent Landlord expends less than \$35,000 in making such improvements, any savings shall remain the sole property of Landlord. Tenant agrees to cooperate

with Landlord to enable Landlord to access the Premises at such time(s) as Landlord requires in order to construct such improvements

8. Suite Reference. From and after the Effective Date, the Premises shall be known as Suite 630.
9. Security Deposit. Landlord and Tenant acknowledge Landlord currently holds a cash security deposit in the amount of Twelve Thousand Four Hundred Twenty Six Dollars (\$12,426) ("Existing Deposit"). Landlord and Tenant further agree the Security Deposit shall, on or prior to the Effective Date, be increased to Forty Thousand Dollars (\$40,000) ("New Security Deposit"). Provided Tenant pays all rent and other monetary obligations when due under the Lease to Landlord applicable to the period prior to the Effective Date, the Existing Deposit shall constitute a portion of the New Security Deposit. The balance of the New Security Deposit in the amount of Twenty Seven Thousand Five Hundred Seventy Four Dollars (\$27,574) shall be delivered to Landlord on or before the Effective Date, in cash or pursuant to a letter of credit ("LOC"). If in the form of a LOC, the LOC shall be in form and substance and issued by a financial institution in all cases satisfactory to Landlord.
10. Inapplicable. The terms of Paragraphs 33, 36, the Workletter and the First Amendment are of no further force or effect.
11. Reaffirmation of Lease. Except as herein provided, the terms, conditions and provisions of the Lease and any supplements thereto are hereby reaffirmed and incorporated herein by reference and shall, except as hereby modified, in all respects, remain in full force and effect. Any reference in the Lease and this Amendment to the "Lease" shall mean the Lease, as amended by the Amendment.
12. Whole Agreement. This agreement sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. As extended and amended herein, the Lease between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Lease and this Agreement, the latter provisions shall govern and control. Under no circumstances shall this Agreement be deemed to grant any right to Tenant to further extend the Lease, and any rights to extend or renew contained in the Lease are hereby deleted.

13. Notices: As of the date hereof, the all notices addressed to Landlord shall be sent to:

Landlord:

300 W. Adams (Chicago), L.L.C.
c/o 300 W. Adams (Management), L.L.C.
300 W. Adams Street, Suite 328
Chicago, Illinois 60606
Attention: Property Manager

With copy to:

Ungaretti & Harris LLP
3500 Three First National Plaza
Chicago, Illinois 60602
Attention: James B. Smith

Tenant:


ONSITE / B. TRUCHAN
2001 CRYSTAL DRIVE
SUITE 200
ARLINGTON VA 22202

14. No Broker. Tenant represents and warrants to Landlord, Tenant has not dealt with any real estate brokers in conjunction with this Second Amendment and agrees to indemnify and hold Landlord harmless from all damages, liability, and expense (including reasonable attorney's fees) arising from any claims or demands of any broker claiming through Tenant for any commissions in connection with this Second Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first above written.

LANDLORD:

300 W. ADAMS (CHICAGO), L.L.C.,
a Delaware limited liability company

By: 
Name: Patrick O'Connor
Title: v-p.

TENANT:

ON-SITE SOURCING, INC., a Delaware
corporation

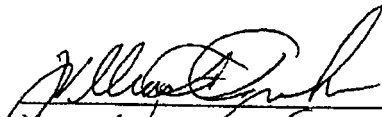
By: 
Name: William F. Truchon
Title: COO

EXHIBIT A

New Premises

FFA

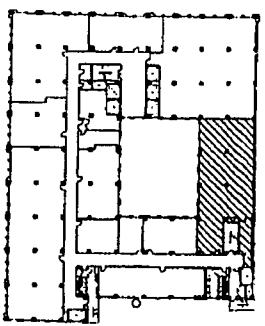
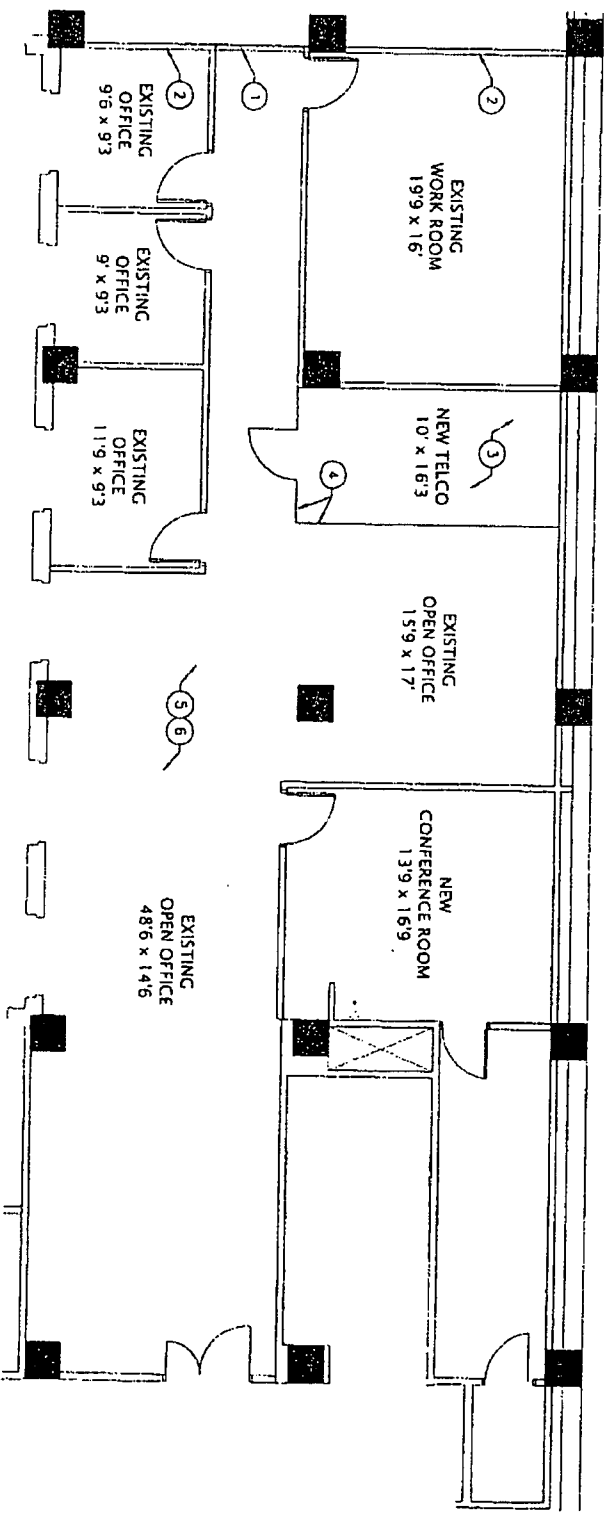
Fitzgerald Earles Architects, Inc.
1820 W. Hubbard, Suite 320, Chicago, IL 60622
312.491.9840 Fax 312.491.9844

Client 300 W. ADAMS - SUITE 630
Sketch No. SK-1
Scale 1/32" = 1'-0"
File Name 300w-06b0se

Project No. 07207.00 RSF 3,194
Date 12-20-07
Drawn by: NL Sht. Rev. XX

PLAN NOTES

- ① NEW DEMISING PARTITION.
- ② UPGRADE EXISTING WALL BETWEEN SUITES 630 AND 605 TO A DEMISING WALL.
- ③ RELOCATE EXISTING TELCO EQUIPMENT FROM SUITE 630.
- ④ PROVIDE NEW FULL HEIGHT CAGE AND DOOR FOR RELOCATED TELCO EQUIPMENT. FINAL DIMENSIONS TO BE DETERMINED.
- ⑤ EXISTING FLOORING TO REMAIN, THROUGHOUT.
- ⑥ NEW PAINT, THROUGHOUT.



KEY PLAN
SCALE: NOT TO SCALE
PLAN NORTH

1 PLAN-SUITE 630
SCALE: 3/32" = 1'-0"
PLAN NORTH

ON-SITE E-DISCOVERY

Vendor No: 300WA / Name: 300 W. Adams (Chicago), L.L.C.

2612

Invoice Ref	Inv Date	Inv Amt	Discount	Adj Amt	Amt Paid
ADDITIONAL SECURITYDE	03/13/08	27574.00	0.00	0.00	27574.00

(Acct: 1007-000-00-000)

Check Date 03/13/08

Total

27574.00

MESSER & STILP
166 WEST WASHINGTON, SUITE 300
CHICAGO, IL 60602

RECEIVED

NOV 19 2012

BMC GROUP

POSTAGE DUE

HS

BMC Group, Inc.
Attn: On Site Chapter 7 Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

