


B10 (Official Form 10) (04/13)

WWR #7343339

UNITED STATES BANKRUPTCY COURT Eastern District of Virginia		PROOF OF CLAIM
Name of Debtor: ON-SITE SOURCING, INC.		Case Number: 09-10816
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): CIT TECHNOLOGY FINANCING SERVICES, LLC		COURT USE ONLY
Name and address where notices should be sent: CIT TECHNOLOGY FINANCING SERVICES, LLC c/o Weltman, Weinberg & Reis 3705 Marlane Drive Grove City, OH 43123 Telephone number: (614) 801-2600 email: bronationalecf@weltman.com		<input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: <u>15-1</u> (If known) Filed on: <u>03/16/2009</u>
Name and address where payment should be sent (if different from above): CIT TECHNOLOGY FINANCING SERVICES, LLC 10201 CENTURION PKWY, N #100 JACKSONVILLE, FL 32256 Telephone number: (904) 620-7635 email:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>30,714.11</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		RECEIVED AUG 08 2014 BMC GROUP
2. Basis for Claim: <u>MISCELLANEOUS LEASED EQUIPMENT</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <u>2 0 0 0</u>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, 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 _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<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 \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, 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 \$2,775* 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: \$ _____
*Amounts are subject to adjustment on 4/01/16 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. (See instruction		On-Site Sourcing, Inc.  00321

DEFINITIONS

INFORMATION

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 to whom debtor owes a debt that was incurred 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 for a debt owed by the debtor 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 must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. 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.

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.

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.

Canon Business Solutions

LEASE AGREEMENT



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

AGREEMENT NUMBER **5-35850-56**

NAME (COMPANY LEGAL NAME) On-Site Sourcing, Inc.		DBA	PHONE	
BILLING ADDRESS 832 No. Henry Street,		CITY Alexandria	COUNTY	STATE Virginia
EQUIPMENT ADDRESS 300 West Adams, Suite 605		CITY Chicago	COUNTY	STATE Illinois
EQUIPMENT INFORMATION		NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	No. of Pmts	Total Payment *
2	KCZ01035 KCZ01102 L70075091 L70075081	R9070 Copier with Side Paper Deck T1 K1N Finisher ImagePASS M3 Controller	36	\$1,885.56
FIRST PAYMENT AMOUNT		TERMS AND FREQUENCY		
FIRST & LAST PAYMENT(S)	SECURITY DEPOSIT	TOTAL DUE AT SIGNING		
\$0.00	\$0.00	\$0.00		
<input type="checkbox"/> Nonrefundable <input type="checkbox"/> Check must accompany agreement		Term in months 36 * Plus Applicable Taxes Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		
		END OF TERM PURCHASE OPTION <input checked="" type="checkbox"/> FAIR MARKET VALUE <input type="checkbox"/> 10% \$ _____ (estimated) <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 the Agreement expires unless revoked in writing.

ACH YES NO

If Yes, enter information in boxes above. Bank Routing Code and Customer's Account Number from bottom of check.

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 SIGNATURES HAS BEEN TAKEN.

ACCEPTED CANON FINANCIAL SERVICES, INC. By <u>Cathryn</u> Title <u>Senior Asst</u> Date <u>5/21/08</u>		AUTHORIZED CUSTOMER SIGNATURE By X <u>[Signature]</u> Title <u>CFO</u> Printed Name <u>William F. Truchan</u> By X _____ Title _____ Printed Name _____	
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ACCEPTANCE CERTIFICATE

To Canon Financial Services Inc. (CFS)
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 the Agreement.

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

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 138 Center Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and accessories for and relating to all such equipment (the "Equipment"), upon the terms and conditions set forth in the 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 price will be adjusted upward or downward if the actual 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 three percent (3%).

2. **LEASE PURCHASE:** Customer agrees to pay 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 provided 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 when all amounts required to be paid by Customer under this Agreement have been paid in full 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 as specified, the "Guarantor(s)"), in consideration of CANON FINANCIAL SERVICES INC. (CFS) entering into an Agreement (together with any schedules or supplements thereto, 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 at 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 "Obligations"). Customer shall be liable to pay or perform all or any part of the Obligations when due. The Guarantor(s) 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 Guarantor(s) agree that this is an absolute and continuing guaranty and that their liability under this Guaranty is primary and shall not be affected by any settlement, satisfaction, release or modification of the Agreement or any discharge or release of Customer's obligations, whether or not by operation of law.

If any payment is made by CFS to the Lessor in fulfillment of any debt, received or required to be returned by any means (including without limitation the bankruptcy, liquidation or reorganization of the Customer or any other person), the Guarantor(s) shall remain liable for the payment of this Guaranty to CFS until the Guarantor(s) have confirmed in writing, substantiating such application, and this Guaranty shall be enforceable as to such Obligations to fully pay such application had ever been made. This Guaranty shall terminate only upon 90 days prior written notice to CFS, and such termination shall be effective only as to Obligations arising under this Agreement, 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 Guarantor(s) make all covenants, demands, powers, and remedies of every kind and nature, any rights of set-off and any defenses available to the Guarantor (other than the defense of payment and performance in full) under applicable law. The Guarantor(s) further waive any (a) notice of the incurrence of indebtedness by Customer and the acceptance of this Guaranty, (b) right to require CFS to update Customer or any other party before enforcing this Guaranty and (c) right of subrogation to CFS's rights against Customer and Customer's indebtedness to CFS in full and Customer's other obligations have been fully paid. The Guarantor(s) consent and agree that any (a) demands and obligations of CFS of payment, (b) release, satisfaction or compromise of or rescission upon the Equipment, other guarantees of any other person, and (c) 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 Guarantor(s) and without in any manner affecting this Guaranty. The Guarantor(s) shall be bound by CFS's actions in enforcing this Guaranty.

The Guarantor(s) agree to pay all expenses (including attorney's fees and legal expenses) and shall be liable for CFS's reasonable expenses to collect the Obligations, or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL BE DEEMED TO BE 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 CFS AND CFS SHALL BE BROUGHT IN THE FEDERAL DISTRICT COURT OF THE COUNTY OF BURLINGTON, NEW JERSEY, OR A FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN, NEW JERSEY PROVIDED THAT, AT ITS SOLE OPTION, MAY BRING ANY SUCH ACTION IN FEDERAL COURT IN THE STATE WHERE THE GUARANTOR(S) IS LOCATED. GUARANTOR 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 Guarantor(s) 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 enforceable as evidence of this Guaranty.

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

Canon imageRUNNER Products

Version 1.8

Retail Price List

Effective Date: May 9, 2005

imageRUNNER 8070

Item No.	Description	Suggested Retail Price
* 9970A002AA	imageRUNNER 8070 <1>	\$28,000

<1> imageRUNNER 8070 ships standard with an ADF and one Tab Feeding Attachment-A1

imageRUNNER 85

Item No.	Description	Suggested Retail Price
* 7424A033AA	imageRUNNER 85 with imagePASS-M2 <1>	\$35,950
* 7424A032AA	imageRUNNER 85 with Multi-PDL Printer Kit-B5 <1>	\$32,800
* 7424A023AC	imageRUNNER 85 <2>	\$28,000

<1> imageRUNNER 85 ships standard with one Tab Feeding Attachment Kit-A1
 <2> imageRUNNER 85 Engine Only item code should be used when ordering this engine in conjunction with its use for T/R Systems

imageRUNNER 85+

Item No.	Description	Suggested Retail Price
* 9969A002AA	imageRUNNER 85+ <2>	\$28,000
* 9969A010AA	imageRUNNER 85+ with imagePASS-M3 <1>	\$35,950
* 9969A009AA	imageRUNNER 85+ with Multi-PDL Printer Kit-F1 <1>	\$31,300

<1> imageRUNNER 85+ ships standard with one Tab Feeding Attachment-A1
 <2> imageRUNNER 85+ Engine Only, item code should be used when ordering this engine in conjunction with the EFI MicroPress for Canon

imageRUNNER 9070

Item No.	Description	Suggested Retail Price
* 9967A002AA	imageRUNNER 9070 <1>	\$39,000

<1> imageRUNNER 9070 ships standard with an ADF and one Tab Feeding Attachment-A1

imageRUNNER 105+

Item No.	Description	Suggested Retail Price
* 9966A002AA	imageRUNNER 105+ <1>	\$50,000

<1> imageRUNNER 105+ ships standard with an ADF and one Tab Feeding Attachment-A1

Canon imageRUNNER Products

Version 1.8

Retail Price List

Effective Date: May 9, 2005

**imageRUNNER 8070/9070/105+
Engine Accessories**

Item No.	Description	Suggested Retail Price
* 7169A002AA	Paper Deck-N1 (LTR) <9070 & 105+only>	\$2,500
* 6792A002AA	Paper Deck-M1 (LTR) <8070 only>	\$2,500
* 8825A002AA	Side Paper Deck-S1<9070 & 105+ only>	\$3,000
* 8826A002AA	Side Paper Deck-T1 <8070 only>	\$3,000
* 6777A003AA	Finisher-K1N	\$5,500
* 6778A003AA	Finisher-K2N	\$6,700
* 6779A006AB	Saddle Finisher-K3N	\$10,500
* 6786A001AA	Document Insertion Unit-B1 for Saddle Finisher-K3N	\$1,300
* 6787A001AA	Paper Folding Unit-C1 for Saddle Finisher-K3N	\$5,700
* 7170A002AB	Booklet Trimmer-A1 for Saddle Finisher-K3N	\$8,000
6793A002AA	Tab Feeding Attachment Kit-A1	\$84
0334A009AA	FL-Cassette-P4	\$131
6576A001AA	Card Reader-D1	\$308
0500A002AA	Basic Card Set	\$187
0499A004AA	Card Set 1 (1-30)	\$153
0499A005AA	Card Set 2 (31-100)	\$338
0499A006AA	Card Set 3 (101-200)	\$448
7518A002AA	Braille Label Kit-A1	\$30
8201A001AB	Accessibility Handle-A1 <8070 only>	\$139

System Connectivity Accessories

Item No.	Description	Suggested Retail Price
* 9863A002AA	Universal Send Kit-C1	\$1,800
* 9987A001AA	Multi-PDL Printer Kit-F1<1>	\$3,300
8205A001AA	Parallel I/F Adapter IP-A1<2>	\$500
6909A001AA	Expansion Bus-A1<3>	\$100
9597A001AA	USB Application Interface Board-D1<4>	\$300
9942A003AA	IR Security Kit-A2	\$550
9595A002AA	Universal Send PDF Enhancement Kit-B1	\$1000
* 9608A001AA	ImagePASS-M3 Print Controller<5>	\$7,950
0123B001AA	Hot Folder for imagePASS M3	\$980
6596A017AA	Impose V2 5 (1 License) for imagePASS M3	\$2,450

<1>Ships standard with the latest version of Network ScanGear Software

<2>Available with the imagePASS-M3 only Supports parallel printing with the imagePASS-M3 controller

<3>Required for installation of USB Application Interface Board-D1

<4>Requires the Expansion Bus-A1 for installation

<5>Ships standard with NetSpot and Network ScanGear Software

Eastern District of Virginia Claims Register

09-10816-RGM On-Site Sourcing, Inc. Converted 09/28/2009

Judge: Robert G. Mayer

Chapter: 7

Office: Alexandria

Last Date to file claims:

Trustee: Kevin R. McCarthy

Last Date to file (Govt):

<i>Creditor:</i> (8791289) CIT Technology Financing Services, Inc. Weltman, Weinberg & Reis, Co. 175 S. Third St., Suite 900 Columbus, OH 43215	Claim No: 15 <i>Original Filed</i> Date: 03/16/2009 <i>Original Entered</i> Date: 03/16/2009 <i>Last Amendment</i> Filed: 07/24/2014 <i>Last Amendment</i> Entered: 07/24/2014	<i>Status</i> Filed by: CR Entered by: Milan Kubat Modified:
Amount claimed: \$30714.11		
Unsecured claimed: \$15180.30		

History:

Details	<u>15-1</u> 03/16/2009 Claim #15 filed by CIT Technology Financing Services, Inc., Amount claimed: \$15180.30 (Manley, Candace)
Details	<u>15-2</u> 07/24/2014 Amended Claim #15 filed by CIT Technology Financing Services, Inc., Amount claimed: \$30714.11 (Kubat, Milan)
Description:	
Remarks:	(15-1) CM

Claims Register Summary

Case Name: On-Site Sourcing, Inc.

Case Number: 09-10816-RGM

Chapter: 7

Date Filed: 02/04/2009

Total Number Of Claims: 1

Total Amount Claimed*	\$30714.11
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		