

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT		Eastern District of Virginia	PROOF OF CLAIM
Name of Debtor: On-Site Sourcing, Inc.		Case Number: 09-10816RGM	7974 JUL 29 2014
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) Tygris Vendor Finance, Inc. and USXL		COURT USE ONLY	
Name and address where notices should be sent: Tygris Vendor Finance, Inc. 10 Waterview Blvd., Parsippany, NJ 07054 Attn: Bill Wellford		<input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Telephone number: (973) 576-0533 email: _____		RECEIVED AUG 08 2014 BMC GROUP	
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____			
1. Amount of Claim as of Date Case Filed: \$ <u>60,393.69</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 checked="" 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.			
2. Basis for Claim: <u>Equipment Lease (See Attached)</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: <u>5 4 9 2</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: \$ <u>57,356.12</u>	
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 checked="" 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 \$11,725*) 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"/> 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)		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).	
		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).	
		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)(2)	
		Amount entitled to priority: \$ _____	
*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. (See instruction #6)			

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7. Documents: Attached are 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. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7. and the definition of "redacted".)

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

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor.
- (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief

Print Name: William Wellford
 Title: Workout/Recovery Manager
 Company: Tygris Vendor Finance, Inc
 Address and telephone number (if different from notice address above): _____

William Wellford 7/22/14
 (Signature) (Date)

Telephone number: _____ email: _____

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.

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, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is 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 delivering 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 an interested party objects to the 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:

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.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a):

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) 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 redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 3005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. 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. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

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9492616486 TO 17148383891

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DELIVERY AND ACCEPTANCE CERTIFICATE
Please fill out and sign this Certificate in U.S. at 1-800-325-2757

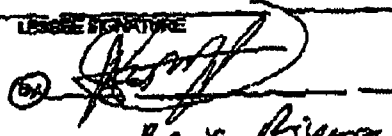
LESSOR Name: ON SITE REQUEST Lease # 20015452
ON SITE E-DOCUMENT

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



Full Name: Ray Rivera

Title: Operations Manager

Date: 9-28-06

For lessor use only (if applicable)

Name of person responsible for delivery & acceptance of equipment:

Signature of Lessee (also write telephone verification):

Date of Telephone Verification:

DNV10 61000

** TOTAL PAGE 01 **

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07/21/2014 5:28PM (GMT-04:00)

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FOR EQUIPMENT LEASES UNDER \$100,000
LEASE AGREEMENT
Please fax completed agreement to 1-800-328-0795
Questions or need copies? Call 1-800-808-0795

Lease #: **40287504**

This Lease has been written in plain English. When we use the words "Lease," 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 250 Landon Plaza, Parsippany, New Jersey 07054. We are effective July 1, 2010. This Lease is a non-transferable agreement with US Express Leasing, Inc.

Lessee Name and Billing Address

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 Capitol Avenue, Fairfield, CT 06825
Supplier Phone # (203) 330-0894

EQUIPMENT DESCRIPTION
Equipment Description: Arca Duetech 8115 & Controller & Imprinter
Quantity: 1
Serial Number: H2L-111331 - R8H-302819
GBC Punch & Stacker
Quantity: 1
Serial Number: KEW-100793 & KEW100723

END OF LEASE PURCHASE OPTION
Chosen end applicable term. If no box is checked or if more than one box is checked, the Per Market Value Purchase Option will apply.
 Per Market Value \$1.60 Purchase Option Fixed Price Purchase Option of 10 % Total Cash Price

TERM AND PAYMENT
Initial Lease Term: 43 Months
Lease Payment: \$1893.00
Advance Lease Payment (Non Refundable): \$0

TERMS AND CONDITIONS
1. Lease. You agree to lease the Equipment listed above from us (the "Lessor") as the terms and conditions of this lease agreement (Lease). The Equipment will be deemed to be accepted by you upon the date of the delivery to you of a signed Copy and Acceptance Certificate or by 10 days after delivery of the Equipment to you if you have not given written notice to us of your non-acceptance (Acceptance Date). The Lease commences on the day the Equipment is delivered to you (the "Commencement Date") and the first lease payment shall be payable on the Commencement Date or any date thereafter as specified, and the remaining Lease payments shall be due on the same day of each subsequent month of an advance specified by us in writing. If more than the Lease payment is required in advance, the additional amount will be applied at the end of the lease or any period thereafter. You agree to pay the amount for the period between the Acceptance Date and the Commencement Date. We may charge you, and you agree to pay, a one-time processing fee of \$75.00. You agree to us to accept the Lease (including) up to 10% of the cost of the Equipment from the Supplier's records. YOUR OBLIGATIONS INCLUDE, BUT ARE NOT LIMITED TO, CANCELLATION AND NOT SUBJECT TO CANCELLATION, REDUCTION, ESTOPPEL OR COUNTERCLAIM.
2. No Warranties. We are not making any equipment "AS-IS" AND WE MAKE NO WARRANTIES TO YOU, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We also warrant to you only manufacturer's warranties of the Equipment.
3. Equipment Use and Maintenance. You will lease the Equipment in the location stated above and maintain it in good working condition, suitable for manufacturer's operation, normal wear and tear excluded. You shall agree to pay for any repairs. You will pay for shipping expenses if you return the Equipment to us, or expenses in the United States we tell you.
4. Acceptance. You agree not to transfer, sell, assign, pledge, collateralize, or otherwise offer the Equipment or any right under this Lease without our prior written consent. You agree that we may not assign or transfer the Lease without notice and the new assignee will have the same rights that we have and will not be subject to any claims, defenses or claims that you may have against any Supplier.
5. Taxes and Fees. You shall pay all taxes, costs and fees, personal property and all other taxes and charges which may be imposed by any governmental entity during the term of this Lease, arising from the use, operation, transfer, or return of the Equipment, whether the same be imposed on you or on the Lessor. You shall reimburse us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly collateralize items associated with the Equipment which are caused by you, as well as the personal property tax returns we request to the Lessor, and you shall pay us in advance, and at the time we require, the Lease Fee as indicated on the lease during the year.
6. Insurance. You will maintain at your expense (a) property insurance against the loss, theft or destruction of the Equipment in the location of the Lease, including us or lessor, and (b) liability insurance and third party general liability, including us or lessor, and (c) an auto policy for your location. They shall not give us evidence of insurance coverage to us, we have the right to call the insurance company to verify coverage of our interest in the Equipment for the term of the Lease, including any renewal or extension. We may add the costs of acquiring and maintaining such insurance, and we may add for our contract in getting and maintaining such insurance (including "insurance charge") to the amount due from you under this Lease. You shall pay the insurance charge in cash (including checks) to the Lessor on the date the Lessor provides you with a copy of the invoice for the insurance charge. You shall pay the insurance charge in cash (including checks) to the Lessor on the date the Lessor provides you with a copy of the invoice for the insurance charge. You shall pay the insurance charge in cash (including checks) to the Lessor on the date the Lessor provides you with a copy of the invoice for the insurance charge.
7. PURCHASE OPTION; AUTOMATIC RENEWAL. If no other date under this Lease, you will have the option at the end of the term or any renewal term to purchase the Equipment (the "Purchase Option") at the price specified in the Purchase Option prior shown above, plus any applicable taxes. Unless the Purchase Option price is \$1.60, you must give us written notice of your intention to exercise the Purchase Option prior to the end of the initial term and you will purchase the Equipment or you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or exercise the Purchase Option, the Lease will automatically renew for an additional 12-month period, and then on a monthly basis and you exercise a purchase option or exercise the Equipment to us.
8. Default and Remedies. You shall be in default under this Lease if (a) you fail to make any Lease payment or other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Lease and this Lease continues for 10 days, (c) you do not maintain the Equipment, (d) a default occurs, (e) you do not give us notice of the location of the Equipment, (f) you do not immediately pay us the balance of unpaid lease payments plus the Equipment's estimated residual value plus any other amounts due under this Lease, and (g) you exercise any other right or remedy that we may have. If the Lease Payment is not paid in within 30 days of its due date, you will owe us a late charge not to exceed the greater of 1% of each late payment or \$25.00 (or such lesser amount as the maximum amount under applicable law).
9. Ownership. UCC. You agree that we are the owner of the Equipment and that the Lease is a "lease" as defined in Article 9A of the UCC, however, in the event it is deemed to be a lease intended by statute, you hereby grant to us a first priority security interest in the Equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AGREEMENT AS A PUBLIC DOCUMENT WITH THE ATTORNEY GENERAL TO REGISTER AND FILE THE SECURITY INTEREST IN YOUR COMPANY. TO THE EXTENT PROHIBITED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSOR BY ARTICLE 9A.
10. Miscellaneous. YOU AGREE TO USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES. YOU WARRANT THAT THE PERSON GRANTING THIS LEASE HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 6 OF THIS LEASE. YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT. YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY AND YOU CONSENT TO THE JURISDICTION OF ANY COURT OF RECORD, COUNTY LOCATED WITHIN NEW JERSEY. YOU AND WE IRREVOCABLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

UD Express Leasing
Authorized Signature: Date: 12-29-06
Print Name:

PERSONAL GUARANTEE BY LESSEE, V.P. OPERATOR:
I hereby understand, warrant, do hereby warrant and performance of all the conditions and obligations under this Lease. US Express Leasing, Inc. ("USL") is not required to accept personal liability for the Equipment unless specifically agreed to. I warrant that I am the operator of the Equipment and I agree to pay for the Equipment in full in the event of my death and may be extended by any court or arbitrator of USL. I understand that any of my obligations to USL shall be secured by a personal property lien in my favor. THE PERSONAL GUARANTEE IS GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. I AGREE TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY AND I IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY.
Personal Guarantor (no title) Social Security Number
Print Name & Home Address/Company/Phone No. Phone No.

ACCEPTANCE OF DELIVERY
You hereby accept 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. Upon your signing below, you warrant that you will be responsible and understand that you understand and agree that you have purchased the Equipment from the above Supplier where you may contact for your warranty rights which we transfer to you for the term of the Agreement. Your approval as indicated below of our purchase of the Equipment from the Supplier, its delivery and your acceptance is a condition precedent to the effectiveness of the Lease.
Authorized Signature: Date: 12-29-06
Print Name & Title:

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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> (12481032)	Claim No: 82	<i>Status:</i>
Tygris Vendor Finance Inc.	<i>Original Filed</i>	<i>Filed by:</i> CR
10 Waterview Blvd	<i>Date:</i> 07/28/2014	<i>Entered by:</i> Kimberly J.
Parsippany NJ 07054	<i>Original Entered</i>	Chandler
Attn: Bill Wellford	<i>Date:</i> 07/29/2014	<i>Modified:</i>
Amount claimed: \$60393.69		

History:

Details 82-1 07/28/2014 Claim #82 filed by Tygris Vendor Finance Inc. Amount claimed: \$60393.69 (Chandler, Kimberly)

Description:

Remarks: (82-1) kjc

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*	\$60393.69
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		