

Fill in this information to identify your case:

United States Bankruptcy Court for the:

MIDDLE DISTRICT OF PENNSYLVANIA

Case number (if known)

Chapter 11

Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

4/16

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known). For more information, a separate document, Instructions for Bankruptcy Forms for Non-Individuals, is available.

1. Debtor's name Timberview Veterinary Hospital, Inc.

2. All other names debtor used in the last 8 years Timber View Veterinary P.C. Include any assumed names, trade names and doing business as names

3. Debtor's federal Employer Identification Number (EIN) 20-1602733

4. Debtor's address Principal place of business Mailing address, if different from principal place of business 106 West Cabin Hollow Road Dillsburg, PA 17019 Number, Street, City, State & ZIP Code P.O. Box, Number, Street, City, State & ZIP Code York County Location of principal assets, if different from principal place of business Number, Street, City, State & ZIP Code

5. Debtor's website (URL) http://timberviewvet.com/

6. Type of debtor [X] Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) [] Partnership (excluding LLP) [] Other. Specify:

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____

7. Describe debtor's business

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply

- Tax-exempt entity (as described in 26 U.S.C. §501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor.
See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9

Chapter 11. Check all that apply:

- Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,566,050 (amount subject to adjustment on 4/01/19 and every 3 years after that).
- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11 (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No.
- Yes.

If more than 2 cases, attach a separate list.

District	<u>Middle District PA</u>	When	<u>5/30/14</u>	Case number	<u>14-02535-RNO</u>
	<u>PENNSYLVANIA</u>				
District	<u>MIDDLE</u>	When	<u>9/12/11</u>	Case number	<u>11-06257-RNO</u>

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

- No
- Yes.

List all cases. If more than 1, attach a separate list

Debtor	_____	Relationship	_____
District	_____	When	_____
		Case number, if known	_____

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____

11. Why is the case filed in this district? *Check all that apply:*
- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 - A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?
- No
 - Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.
- Why does the property need immediate attention? (Check all that apply.)**
- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
What is the hazard? _____
 - It needs to be physically secured or protected from the weather.
 - It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 - Other _____
- Where is the property?** _____
Number, Street, City, State & ZIP Code
- Is the property insured?**
- No
 - Yes. Insurance agency _____
Contact name _____
Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
- Funds will be available for distribution to unsecured creditors.
 - After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors
- | | | |
|---|--|--|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input checked="" type="checkbox"/> 50-99 | <input type="checkbox"/> 5001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated Assets
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities
- | | | |
|---|--|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input checked="" type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____



Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 6, 2016
MM / DD / YYYY

x
Signature of authorized representative of debtor

Sara E. Mummert
Printed name

Title President

18. Signature of attorney

x
Signature of attorney for debtor

Date April 6, 2016
MM / DD / YYYY

Henry W. Van Eck
Printed name

Mette Evans and Woodside
Firm name

3401 North Front Street
Harrisburg, PA 17110-0950
Number, Street, City, State & ZIP Code

Contact phone 717-232-5000 Email address hwvaneck@mette.com

83087
Bar number and State

Resolution of Board of Directors
of
Timberview Veterinary Hospital, Inc.

Whereas, it is in the best interest of this corporation to file a voluntary petition in the the United States Bankruptcy Court pursuant to Chapter 11 of Title 11 of the United States Code;

Be It Therefore Resolved, that **Sara E. Mummert, President** of this Corporation, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a chapter 11 voluntary bankruptcy case on behalf of the corporation; and

Be It Further Resolved, that **Sara E. Mummert, President** of this Corporation is authorized and directed to appear in all bankruptcy proceedings on behalf of the corporation, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of the corporation in connection with such bankruptcy case, and

Be It Further Resolved, that **Sara E. Mummert, President** of this Corporation is authorized and directed to employ **Henry W. Van Eck**, attorney and the law firm of **Mette Evans and Woodside** to represent the corporation in such bankruptcy case.

Date April 6, 2016

Signed Sara E Mummert, President

Date April 6, 2016

Signed _____

**United States Bankruptcy Court
Middle District of Pennsylvania**

In re Timberview Veterinary Hospital, Inc.
Debtor(s)

Case No. _____
Chapter 11

STATEMENT REGARDING AUTHORITY TO SIGN AND FILE PETITION

I, **Sara E. Mummert**, declare under penalty of perjury that I am the **President** of **Timberview Veterinary Hospital, Inc.**, and that the following is a true and correct copy of the resolutions adopted by the Board of Directors of said corporation at a special meeting duly called and held on the 6th day of April, 2016.

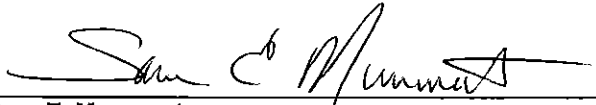
"Whereas, it is in the best interest of this corporation to file a voluntary petition in the United States Bankruptcy Court pursuant to Chapter 11 of Title 11 of the United States Code;

Be It Therefore Resolved, that **Sara E. Mummert**, **President** of this Corporation, is authorized and directed to execute and deliver all documents necessary to perfect the filing of a chapter 11 voluntary bankruptcy case on behalf of the corporation; and

Be It Further Resolved, that **Sara E. Mummert**, **President** of this Corporation is authorized and directed to appear in all bankruptcy proceedings on behalf of the corporation, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of the corporation in connection with such bankruptcy case, and

Be It Further Resolved, that **Sara E. Mummert**, **President** of this Corporation is authorized and directed to employ **Henry W. Van Eck**, attorney and the law firm of **Mette Evans and Woodside** to represent the corporation in such bankruptcy case."

Date April 6, 2016

Signed 
Sara E. Mummert

Fill in this information to identify the case:

Debtor name Timberview Veterinary Hospital, Inc.
 United States Bankruptcy Court for the: MIDDLE DISTRICT OF PENNSYLVANIA
 Case number (if known): _____

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
Alpha Marketing 10 Hilltop Drive Mount Holly Springs, PA 17065						\$1,800.00
Antech Diagnostics 17672-A Cowan Ave, Suite 200 Irvine, CA 92614						\$1,400.00
Fox 43 15247 Collections Center Chicago, IL 60693						\$1,150.00
IC System PO Box 64437 Saint Paul, MN 55164-0437						\$835.36
Idexx Laboratories One Idexx Drive Westbrook, ME 04092						\$2,300.00
Lamar Advertising Company PO Box 96030 Baton Rouge, LA 70896						\$1,150.00
Merritt Veterinary Supplies 1520 Pineview Road Columbia, SC 29209						\$27,000.00
PA Department of Revenue Bankruptcy Division PO Box 280946 Harrisburg, PA 17128-0946		90 days or less: Accounts Receivable. In debtor's possession		\$2,799.90	\$2,377.53	\$2,799.90

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
PA Dept of Labor & Industry Office of Unemp Compensation Tax Sv PO Box 60848 Harrisburg, PA 17106-0848		90 days or less: Accounts Receivable. In debtor's possession		\$19,882.11	\$2,377.53	\$19,882.11
Pennsylvania Department of Revenue Burea Dept. 280946 Harrisburg, PA 17108-0946						\$16,993.82
RoadRunner Pharmacy 711 E Carefree Highway Suite 140 Phoenix, AZ 85085						\$2,000.00
State Workers' Insurance Fund 100 Lackawanna Avenue Scranton, PA 18505-5100						\$4,674.00
US Bancorp/Equipment Financing 1550 American Blvd E Suite 450 Minneapolis, MN 55425		CLO15 15W Surgical Laser In debtor's possession		\$25,251.73	\$4,500.00	\$20,751.73
Vet Aura 480 Forest Ave, Suite 408 Locust Valley, NY 11560						\$1,045.60
Vetstreet Inc. 780 Township Line Road Yardley, PA 19067						\$6,000.00
Webster Veterinary 28905 Network Place Chicago, IL 60673-1289						\$16,310.00
West Shore Tax Bureau 3607 Rosemont Avenue P.O. Box 656 Camp Hill, PA 17001						\$1,580.00

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
WHTM P.O. Box 5860 Harrisburg, PA 17110						\$3,570.00
WLYH CW15 3300 North Sixth Street Harrisburg, PA 17110						\$3,000.00
Zoetis PO Box 419022 Boston, MA 02241-9022						\$45,000.00

Fill in this information to identify the case:

Debtor name Timberview Veterinary Hospital, Inc.

United States Bankruptcy Court for the: MIDDLE DISTRICT OF PENNSYLVANIA

Case number (if known) _____

Check if this is an amended filing

Official Form 206Sum
Summary of Assets and Liabilities for Non-Individuals

12/15

Part 1: Summary of Assets

1. **Schedule A/B: Assets-Real and Personal Property** (Official Form 206A/B)

1a. Real property: Copy line 88 from <i>Schedule A/B</i>	\$	<u>0.00</u>
1b. Total personal property: Copy line 91A from <i>Schedule A/B</i>	\$	<u>33,017.53</u>
1c. Total of all property: Copy line 92 from <i>Schedule A/B</i>	\$	<u>33,017.53</u>

Part 2: Summary of Liabilities

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D) Copy the total dollar amount listed in Column A, <i>Amount of claim</i> , from line 3 of <i>Schedule D</i>	\$	<u>73,849.02</u>
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)		
3a. Total claim amounts of priority unsecured claims: Copy the total claims from Part 1 from line 5a of <i>Schedule E/F</i>	\$	<u>17,722.34</u>
3b. Total amount of claims of nonpriority amount of unsecured claims: Copy the total of the amount of claims from Part 2 from line 5b of <i>Schedule E/F</i>	+\$	<u>124,222.30</u>
4. Total liabilities Lines 2 + 3a + 3b	\$	<u>215,793.66</u>

Fill in this information to identify the case:

Debtor name Timberview Veterinary Hospital, Inc.

United States Bankruptcy Court for the: MIDDLE DISTRICT OF PENNSYLVANIA

Case number (if known) _____

Check if this is an amended filing

Official Form 206A/B Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents

1. Does the debtor have any cash or cash equivalents?

- No. Go to Part 2.
 Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor

			Current value of debtor's interest
2.	Cash on hand		\$200.00
3.	Checking, savings, money market, or financial brokerage accounts (<i>Identify all</i>)		
	Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number
3.1.	Savings Account with Integrity Bank (Tax Account) In debtor's possession		\$25.00
3.2.	Checking Account with Integrity Bank (Payroll Account) In debtor's possession		\$0.00
4.	Other cash equivalents (<i>Identify all</i>)		
5.	Total of Part 1. Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.		\$225.00

Part 2: Deposits and Prepayments

6. Does the debtor have any deposits or prepayments?

- No. Go to Part 3.
 Yes Fill in the information below.

Part 3: Accounts receivable

10. Does the debtor have any accounts receivable?

- No. Go to Part 4.

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____

Yes Fill in the information below.

11. Accounts receivable

11a. 90 days old or less: 87,661.68 - 85,284.15 = 2,377.53
face amount doubtful or uncollectible accounts

12. Total of Part 3.

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

\$2,377.53

Part 4: Investments

13. Does the debtor own any investments?

- No. Go to Part 5.
 Yes Fill in the information below.

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

- No. Go to Part 6.
 Yes Fill in the information below.

	General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19.	Raw materials				
20.	Work in progress				
21.	Finished goods, including goods held for resale				
22.	Other inventory or supplies Inventory - See Attached. In debtor's possession		\$0.00		\$1,300.00

23. Total of Part 5.

Add lines 19 through 22. Copy the total to line 84.

\$1,300.00

24. Is any of the property listed in Part 5 perishable?

- No
 Yes

25. Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?

No

Yes. Book value _____ Valuation method _____ Current Value _____

26. Has any of the property listed in Part 5 been appraised by a professional within the last year?

- No
 Yes

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

- No. Go to Part 7.
 Yes Fill in the information below.

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

- No. Go to Part 8.
 Yes Fill in the information below.

	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39.	Office furniture Office Equipment, Furnishings and Supplies - See Attached list. In debtor's possession	\$0.00		\$7,715.00
40.	Office fixtures CLO15 15W Surgical Laser In debtor's possession	\$0.00		\$4,500.00
	Equipment consisting of Idexx VetLab Station with Lasercyte, c.2010; Idexx Snapshot DX, c.2011; Idexx Catalyst, c.2010; Idexx Kodak X-ray cassett reader, Model CR-1417; Tosiba Rotabode X-ray tube, Model E7239X and Sedecal X-ray table and stand, Model A650108, c.2010; Mitel 5000 IP phone System with (18) phones and HX controller unit. In debtor's possession	\$0.00		\$16,400.00

41. Office equipment, including all computer equipment and communication systems equipment and software
42. Collectibles *Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles

43. Total of Part 7.
Add lines 39 through 42. Copy the total to line 86. \$28,615.00

44. Is a depreciation schedule available for any of the property listed in Part 7?
 No
 Yes
45. Has any of the property listed in Part 7 been appraised by a professional within the last year?
 No
 Yes

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

- No. Go to Part 9.
 Yes Fill in the information below.

Part 9: Real property

54. Does the debtor own or lease any real property?

- No. Go to Part 10.

Debtor Timberview Veterinary Hospital, Inc.
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Case number (if known) _____

Yes Fill in the information below.

Part 10: Intangibles and intellectual property

59. Does the debtor have any interests in intangibles or intellectual property?

No. Go to Part 11.

Yes Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade secrets			
61. Internet domain names and websites			
62. Licenses, franchises, and royalties			
63. Customer lists, mailing lists, or other compilations <u>Customer List In debtor's possession</u>	<u>\$0.00</u>		<u>\$500.00</u>

64. Other intangibles, or intellectual property

65. Goodwill

66. Total of Part 10.

Add lines 60 through 65. Copy the total to line 89.

<u>\$500.00</u>

67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)?

No

Yes

68. Is there an amortization or other similar schedule available for any of the property listed in Part 10?

No

Yes

69. Has any of the property listed in Part 10 been appraised by a professional within the last year?

No

Yes

Part 11: All other assets

70. Does the debtor own any other assets that have not yet been reported on this form?

Include all interests in executory contracts and unexpired leases not previously reported on this form.

No. Go to Part 12.

Yes Fill in the information below.

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1</i>	\$225.00	
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	\$0.00	
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	\$2,377.53	
83. Investments. <i>Copy line 17, Part 4.</i>	\$0.00	
84. Inventory. <i>Copy line 23, Part 5.</i>	\$1,300.00	
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	\$0.00	
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	\$28,615.00	
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	\$0.00	
88. Real property. <i>Copy line 56, Part 9.</i>>		\$0.00
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	\$500.00	
90. All other assets. <i>Copy line 78, Part 11.</i>	+ \$0.00	
91. Total. Add lines 80 through 90 for each column	\$33,017.53	+ 91b. \$0.00
92. Total of all property on Schedule A/B. Add lines 91a+91b=92		\$33,017.53

**TIMBERVIEW VETERINARY HOSPITAL
OFFICE EQUIPMENT AND FURNISHINGS**

Item Description

Item Details

11 Plastic Chairs	
Fish Tank	
3 round end Tables	
Radio	
TV	brand/serial: Vizio
6 large Shelves	
1 small Shelf	
Refrigerator	brand/serial: Danby beverage cooler
2 fabric chairs	
Pictures & fames	
2 brochure racks	
large plastic storage container	
Kids Table & Chairs	
3 metal trash cans	
Dog Scale	brand/serial: JorVet
Clock	
Mop Bucket/Brooms	
Electric Open Sign	
Wood Coat Rack/Umbrella Stand	
Books	
Kids Toy	
2 Plastic Tables	
3 Plastic Chairs	
Water Cooler (<i>Is this ours???</i>)	
White Refrigerator	
Silver Refrigerator	
small TV	
Microwave	
Coffee Maker	Keurig
Misc Dishes	
3 Plastic Trash Cans	
cleaning supplies	
Clothes	
IP Phone	
Plastic Storage Containers	
Clock	
Paper Shredder	
Small Filing Cabinet	
Office Supplies	
2 Plastic Trash Cans	

Electronic Wires and Power Strip	
Cleaning supplies	
2 Office Chairs	
Wood Stool x 2	
2 hanging folder dividers	
picture frames	
books	
4 computers	brand/serial: LG; Lenovo; HP; and Dell
Battery Backup	
Pelonis portable heater	
3 monitors	brand/serial: Dell x 2; and HP x 2
APC Unit	
2 microscopes	
Refrigerator	brand/serial: GE
1 Credit Card Machine	brand/serial: Venfone
DVD Player Blue Ray	brand/serial: Sony
All in One Printer	
Label Printer	brand/serial: Dymo
Clock	
Idexx Snap Reader	Lease
Idexx PC	Lease
Idexx Catalyst	Lease
Idexx Lasercyte	Lease
3 IP Phones	Lease
Small centrifuge	
Large centrifuge	
Neat Scanner	
4 Computers (Exam Rooms 1-4)	brand/serial: HP; Dell; HP
4 Monitors	brand/serial: Dell x 2
4 Printers	brand/serial: Brother x 4
3 small scales	brand/serial: JorVet x 3
Models	
office supplies	
medical tools	
Pictures/diagrams	
Clocks (3)	
2 Stainless Steel Cages	
3 Stainless Steel Tables	
1 Oak Table	
2 metal Chairs	
4 plastic trash cans	
Plastic Rolling Cart	
4 IP Phones	Lease
1 desk	
1 Office Chairs	
Books	

2 wood shelving units	
Small refrigerator	
Office Supplies	
1 Monitor	brand/serial: Hanns
computer	brand/serial: Dell
APC Unit	
Cloths	
2 Metal Trash Cans	
2 Plastic file bin	
Electronic wires and power strip	
Server	Lease
IP Phone	Lease
bird cage	
recliner	
Small metal shelf	
7 stainless Steel cages	
Plastic Rolling Cart	
Commercial Washer	
Commercial Dryer	
Laundry Baskets	
Metal Lock Cabinet	
Mop Bucket/Brooms	
IP Phone	Lease
3 Oxygen Tanks	Rented through Dressel Welding
Freezer	Owned by Cremation Company
Betco Floor cleaner/polisher	
Ladder	
3 cat carriers	
Autoclave	brand/serial: mad
2 Monitors	brand/serial: Dell x 2
Computer	brand/serial: Gateway & Dell
Printer	brand/serial: Brother
Hydraulic Table	
Sonic cleaner	
Dental Unit	
Surgery Table	
Surgery Light-stand	
5 Stainless Steel Cages	
Blankets/towels	
2 plastic trash cans	
Controlled Drugs	
medical tools	
Shop vac	
trimmers	
Electronic wires and power strip	
medical supplies	

office supplies	
pet bowls	
X-Ray Unit/Table	Lease
Reader with PC	Lease
Cutting Laser	Lease
3 IP Phones	Lease
3 fabric stretchers	
wood stool	
2v-trays	
2 anesthesia units	
EKG unit	
Fluid pump & pole	
Doppler bp machine	
radio	
Shelving Units (5) in hallway	
5 stainless steel cages (in Dog Ward)	
stainless steel table	
picture frames	
dog bowls	
supplies	
IP Phone	Lease
fan	
Large Wood Desk	
small desk	
wood shelving unit	
2 metal filing cabinets	
Electronic wires and power strip	
1 office chair	
plastic trash can	
IP Phone	Lease
office supplies	
Clock	
large framed picture	
misc. containers	
2 wood desks	
metal/wood desk	
1 computer	brand/serial: Dell
2 monitors	brand/serial: Samsung x 2
APC Unit	
plastic trash can	
2 office chairs	
4 wireless routers	
large wired router	
office supplies	
metal filing cabinet	
Electronic wires and power strip	

wood shelving unit	
metal shelving unit	
metal drawer cabinet	
bulletin board	
printer	brand/serial: HP Envy
Time Clock	
Phone System	Lease
2 IP phones	Lease
Wood Cabinet	
Step Stool	
Clock	
Misc. Containers	
Ingenico Credit Card Machine	
3 Lasko fans	
Ultrasound machine	

Fill in this information to identify the case:

Debtor name Timberview Veterinary Hospital, Inc.
United States Bankruptcy Court for the: MIDDLE DISTRICT OF PENNSYLVANIA
Case number (if known) _____

Check if this is an amended filing

Official Form 206D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

- No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1: List Creditors Who Have Secured Claims

2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

		Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	
2.1	Fox Funding/Biz Advance Now Creditor's Name 140 Broadway, 46th Floor New York, NY 10005 Creditor's mailing address Creditor's email address, if known Date debt was incurred Last 4 digits of account number Do multiple creditors have an interest in the same property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Specify each creditor, including this creditor and its relative priority. 1. Internal Revenue Service 2. PA Dept of Labor & Industry 3. PA Department of Revenue 4. Fox Funding/Biz Advance Now	Describe debtor's property that is subject to a lien 90 days or less: Accounts Receivable. In debtor's possession Describe the lien Fourth Priority Lien Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H) As of the petition filing date, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	Unknown	\$2,377.53

2.2	Internal Revenue Service Creditor's Name P.O. Box 628 Pittsburgh, PA 15230 Creditor's mailing address Creditor's email address, if known Date debt was incurred	Describe debtor's property that is subject to a lien A/R and All of Debtor's Assets Describe the lien First Priority Tax Lien Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Is anyone else liable on this claim? <input checked="" type="checkbox"/> No	\$25,915.28	\$2,377.53
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Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if know) _____

Various
Last 4 digits of account number _____

Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Do multiple creditors have an interest in the same property?

No

Yes. Specify each creditor, including this creditor and its relative priority.

Specified on line 2.1

As of the petition filing date, the claim is:

Check all that apply

Contingent

Unliquidated

Disputed

2.3 PA Department of Revenue

Creditor's Name

Bankruptcy Division
PO Box 280946
Harrisburg, PA 17128-0946

Creditor's mailing address

Creditor's email address, if known _____

Date debt was incurred _____

Last 4 digits of account number _____

Do multiple creditors have an interest in the same property?

No

Yes. Specify each creditor, including this creditor and its relative priority.

Specified on line 2.1

Describe debtor's property that is subject to a lien

90 days or less: Accounts Receivable. In debtor's possession

\$2,799.90

\$2,377.53

Describe the lien

Third Priority Lien

Is the creditor an insider or related party?

No

Yes

Is anyone else liable on this claim?

No

Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:

Check all that apply

Contingent

Unliquidated

Disputed

2.4 PA Dept of Labor & Industry

Creditor's Name

Office of Unemp
Compensation Tax Sv
PO Box 60848
Harrisburg, PA 17106-0848

Creditor's mailing address

Creditor's email address, if known _____

Date debt was incurred _____

Last 4 digits of account number _____

Do multiple creditors have an interest in the same property?

No

Yes. Specify each creditor, including this creditor and its relative priority.

Specified on line 2.1

Describe debtor's property that is subject to a lien

90 days or less: Accounts Receivable. In debtor's possession

\$19,882.11

\$2,377.53

Describe the lien

Second Priority Lien

Is the creditor an insider or related party?

No

Yes

Is anyone else liable on this claim?

No

Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

As of the petition filing date, the claim is:

Check all that apply

Contingent

Unliquidated

Disputed

2.5 US Bancorp/Equipment Financing

Describe debtor's property that is subject to a lien

\$25,251.73

\$4,500.00

Debtor **Timberview Veterinary Hospital, Inc.**

Case number (if know) _____

Name

Creditor's Name

**1550 American Blvd
E Suite 450
Minneapolis, MN 55425**

Creditor's mailing address

CLO15 15W Surgical Laser In debtor's possession

Describe the lien

UCC Lien

Is the creditor an insider or related party?

No

Yes

Is anyone else liable on this claim?

No

Yes. Fill out *Schedule H: Codebtors* (Official Form 206H)

Creditor's email address, if known

Date debt was incurred

03/29/2010

Last 4 digits of account number

Do multiple creditors have an interest in the same property?

No

Yes. Specify each creditor, including this creditor and its relative priority.

As of the petition filing date, the claim is:

Check all that apply

Contingent

Unliquidated

Disputed

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

\$73,849.02

Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address

On which line in Part 1 did you enter the related creditor?

Last 4 digits of account number for this entity

Fill in this information to identify the case:

Debtor name Timberview Veterinary Hospital, Inc.
 United States Bankruptcy Court for the: MIDDLE DISTRICT OF PENNSYLVANIA
 Case number (if known) _____

Check if this is an amended filing

Official Form 206E/F
Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part Included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

- No. Go to Part 2.
 Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

		Total claim	Priority amount	
2.1	Priority creditor's name and mailing address Internal Revenue Service Special Proceedures Branch P.O. Box 628 - Insolv. Unit 2 Pittsburgh, PA 15230 Date or dates debt was incurred _____ Last 4 digits of account number _____ Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Business Taxes Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$0.00	\$0.00
2.2	Priority creditor's name and mailing address PA Department of Revenue Bureau of Corporate Taxes PO Box 280427 Harrisburg, PA 17128 Date or dates debt was incurred _____ Last 4 digits of account number _____ Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$728.52	\$728.52

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____

2.3	Priority creditor's name and mailing address Pennsylvania Department of Revenue Burea Dept. 280946 Harrisburg, PA 17108-0946	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$16,993.82	\$16,993.82
Date or dates debt was incurred _____		Basis for the claim: _____		
Last 4 digits of account number _____ Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)		Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

			Amount of claim	
3.1	Nonpriority creditor's name and mailing address "Answering Service Care by Ding-a-Ling Answering Services 777 South State Road 7 Margate, FL 33068	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	Unknown	
Date(s) debt was incurred _____		Basis for the claim: _____		
Last 4 digits of account number _____		Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
3.2	Nonpriority creditor's name and mailing address Allied Veterinary Cremation, Ltd 1966 Mastersonville Road Manheim, PA 17545	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$200.00	
Date(s) debt was incurred _____		Basis for the claim: _____		
Last 4 digits of account number _____		Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
3.3	Nonpriority creditor's name and mailing address Alpha Marketing 10 Hilltop Drive Mount Holly Springs, PA 17065	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$1,800.00	
Date(s) debt was incurred _____		Basis for the claim: _____		
Last 4 digits of account number _____		Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
3.4	Nonpriority creditor's name and mailing address Antech Diagnostics 17672-A Cowan Ave, Suite 200 Irvine, CA 92614	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$1,400.00	
Date(s) debt was incurred _____		Basis for the claim: _____		
Last 4 digits of account number _____		Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
3.5	Nonpriority creditor's name and mailing address Bargain Sheet & Dillsburg Banner 31 South Baltimore St Dillsburg, PA 17019	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$100.00	
Date(s) debt was incurred _____		Basis for the claim: _____		
Last 4 digits of account number _____		Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		

Debtor **Timberview Veterinary Hospital, Inc.**
Name

Case number (if known)

3.6	Nonpriority creditor's name and mailing address Bayer Animal Health P.O. Box 390 Mission, KS 66201 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$230.00</u>
3.7	Nonpriority creditor's name and mailing address Cabin Hollow Enterprise, LLC 275 Thundergust Mill Road Wellsville, PA 17365 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.8	Nonpriority creditor's name and mailing address CILS Inc. Laundry Equip Service & Sales 36 North 16th St Lebanon, PA 17042 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$736.20</u>
3.9	Nonpriority creditor's name and mailing address Cintas Corporation #395 PO Box 630803 Cincinnati, OH 45263-0803 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$300.00</u>
3.10	Nonpriority creditor's name and mailing address Comcast Business One Comcast Center 1701 JFK Blvd Philadelphia, PA 19103-2838 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$252.93</u>
3.11	Nonpriority creditor's name and mailing address DCPAH 4125 Beaumont Road Lansing, MI 48910 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$42.00</u>
3.12	Nonpriority creditor's name and mailing address Dillsburg Area Authority PO Box 370 Dillsburg, PA 17019 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$197.48</u>

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____

3.13	Nonpriority creditor's name and mailing address Dressel Welding PO Box 225 Brattleboro, VT 05302-0225 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$60.00</u>
3.14	Nonpriority creditor's name and mailing address Fox 43 15247 Collections Center Chicago, IL 60693 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$1,150.00</u>
3.15	Nonpriority creditor's name and mailing address Fox Funding/Biz Advance Now Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>Unknown</u>
3.16	Nonpriority creditor's name and mailing address Franklinton Borough Municipality 1165 Baltimore Street Dillsburg, PA 17019 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$100.70</u>
3.17	Nonpriority creditor's name and mailing address Frantz Bookkeeping LLC 6 Ewell Drive East Berlin, PA 17316 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.18	Nonpriority creditor's name and mailing address Great America Financial Services PO Box 660831 Dallas, TX 75266-0831 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.19	Nonpriority creditor's name and mailing address IC System PO Box 64437 Saint Paul, MN 55164-0437 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$835.36</u>

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____

3.20 Nonpriority creditor's name and mailing address As of the petition filing date, the claim is: Check all that apply. \$2,300.00
Idexx Laboratories
One Idexx Drive
Westbrook, ME 04092
Date(s) debt was incurred _____
Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
Basis for the claim: _____
Is the claim subject to offset? No Yes

3.21 Nonpriority creditor's name and mailing address As of the petition filing date, the claim is: Check all that apply. \$0.00
IDrive
26115 Mureau Rd, Suite A
Calabasas, CA 91302
Date(s) debt was incurred _____
Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
Basis for the claim: _____
Is the claim subject to offset? No Yes

3.22 Nonpriority creditor's name and mailing address As of the petition filing date, the claim is: Check all that apply. \$300.00
Intervet Inc.
Box 198428
Atlanta, GA 30384-8428
Date(s) debt was incurred _____
Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
Basis for the claim: _____
Is the claim subject to offset? No Yes

3.23 Nonpriority creditor's name and mailing address As of the petition filing date, the claim is: Check all that apply. \$0.00
Ipath Cloud Solutions
40 Lloyd Ave, Suite 106
Malvern, PA 19355
Date(s) debt was incurred _____
Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
Basis for the claim: _____
Is the claim subject to offset? No Yes

3.24 Nonpriority creditor's name and mailing address As of the petition filing date, the claim is: Check all that apply. \$1,150.00
Lamar Advertising Company
PO Box 96030
Baton Rouge, LA 70896
Date(s) debt was incurred _____
Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
Basis for the claim: _____
Is the claim subject to offset? No Yes

3.25 Nonpriority creditor's name and mailing address As of the petition filing date, the claim is: Check all that apply. \$27,000.00
Merritt Veterinary Supplies
1520 Pineview Road
Columbia, SC 29209
Date(s) debt was incurred _____
Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
Basis for the claim: _____
Is the claim subject to offset? No Yes

3.26 Nonpriority creditor's name and mailing address As of the petition filing date, the claim is: Check all that apply. \$357.49
MetEd/First Energy
PO Box 3687
Akron, OH 44309-3687
Date(s) debt was incurred _____
Last 4 digits of account number _____
 Contingent
 Unliquidated
 Disputed
Basis for the claim: _____
Is the claim subject to offset? No Yes

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____

3.27	Nonpriority creditor's name and mailing address Mills Pet Nutrition PO Box 842257 Dallas, TX 75284-2257 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.28	Nonpriority creditor's name and mailing address Penn Waste PO Box 3066 York, PA 17402 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.29	Nonpriority creditor's name and mailing address Premier Comm 415 N Prince St, Suite 200 Lancaster, PA 17603 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>Unknown</u>
3.30	Nonpriority creditor's name and mailing address Pure Water Technology of Central PA 1200 Corporate Blvd, Suite G Lancaster, PA 17601 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.31	Nonpriority creditor's name and mailing address Rauch-Milliken International Inc. PO Box 8390 Metairie, LA 70011-9090 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$384.69</u>
3.32	Nonpriority creditor's name and mailing address RoadRunner Pharmacy 711 E Carefree Highway, Suite 140 Phoenix, AZ 85085 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$587.40</u>
3.33	Nonpriority creditor's name and mailing address RoadRunner Pharmacy 711 E Carefree Highway Suite 140 Phoenix, AZ 85085 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$2,000.00</u>

Debtor **Timberview Veterinary Hospital, Inc.**

Case number (if known) _____

Name

3.34	Nonpriority creditor's name and mailing address Scoreboard Sports Marketing 292 Avenue E East Arlington, TX 76011 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$409.95</u>
3.35	Nonpriority creditor's name and mailing address Shopes Landscape Maint, Inc. 595 Old York Road Wellsville, PA 17365 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.36	Nonpriority creditor's name and mailing address Shopes Landscape Maint, Inc. 595 Old York Road Wellsville, PA 17365 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.37	Nonpriority creditor's name and mailing address Smigel, Anderson & Sacks, LLP 100 Lackawanna Ave Harrisburg, PA 17110 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$317.50</u>
3.38	Nonpriority creditor's name and mailing address State Workers' Insurance Fund 100 Lackawanna Avenue Scranton, PA 18505-5100 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$4,674.00</u>
3.39	Nonpriority creditor's name and mailing address Suburban Propane-2374 PO Box J Whippany, NJ 07981-0409 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.40	Nonpriority creditor's name and mailing address The Pennsylvania Personnel Advisor Viserv, Inc. 5555 North Lamar Blvd, Ste L-149 Austin, TX 78751 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$399.00</u>

Debtor Timberview Veterinary Hospital, Inc.
Name

Case number (if known) _____

3.41	Nonpriority creditor's name and mailing address Today's Home & Leisure Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>Unknown</u>
3.42	Nonpriority creditor's name and mailing address Travelers Insurance One Tower Square Hartford, CT 06183 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.43	Nonpriority creditor's name and mailing address Verizon PO Box 5029 Wallingford, CT 06492 Date(s) debt was incurred __ Last 4 digits of account number <u>0001</u>	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.44	Nonpriority creditor's name and mailing address Vet Aura 480 Forest Ave, Suite 408 Locust Valley, NY 11560 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$1,045.60</u>
3.45	Nonpriority creditor's name and mailing address Veterinary Information Network 777 W Covell Blvd Davis, CA 95616 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.46	Nonpriority creditor's name and mailing address Veterinary Purchasing Group Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.47	Nonpriority creditor's name and mailing address Vetstreet Inc. 780 Township Line Road Yardley, PA 19067 Date(s) debt was incurred __ Last 4 digits of account number __	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: __ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$6,000.00</u>

Debtor Timberview Veterinary Hospital, Inc.
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3.48	Nonpriority creditor's name and mailing address Webster Veterinary 28905 Network Place Chicago, IL 60673-1289 Date(s) debt was incurred ___ Last 4 digits of account number ___	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ___ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$16,310.00</u>
3.49	Nonpriority creditor's name and mailing address Wedgewood Pharmacy 405 Heron Drive, Suite 200 Swedesboro, NJ 08085 Date(s) debt was incurred ___ Last 4 digits of account number ___	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ___ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$0.00</u>
3.50	Nonpriority creditor's name and mailing address West Shore Tax Bureau 3607 Rosemont Avenue P.O. Box 656 Camp Hill, PA 17001 Date(s) debt was incurred ___ Last 4 digits of account number ___	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ___ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$1,580.00</u>
3.51	Nonpriority creditor's name and mailing address WHTM P.O. Box 5860 Harrisburg, PA 17110 Date(s) debt was incurred ___ Last 4 digits of account number ___	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ___ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$3,570.00</u>
3.52	Nonpriority creditor's name and mailing address WLYH CW15 3300 North Sixth Street Harrisburg, PA 17110 Date(s) debt was incurred ___ Last 4 digits of account number ___	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ___ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$3,000.00</u>
3.53	Nonpriority creditor's name and mailing address YP PO Box 601141 Pasadena, CA 91189-1141 Date(s) debt was incurred ___ Last 4 digits of account number ___	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ___ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$432.00</u>
3.54	Nonpriority creditor's name and mailing address Zoetis PO Box 419022 Boston, MA 02241-9022 Date(s) debt was incurred ___ Last 4 digits of account number ___	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: ___ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<u>\$45,000.00</u>

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

Debtor Timberview Veterinary Hospital, Inc.
Name

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If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address

On which line in Part 1 or Part 2 is the related creditor (if any) listed?

Last 4 digits of account number, if any

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

5a. Total claims from Part 1
5b. Total claims from Part 2

Total of claim amounts	
5a.	\$ 17,722.34
5b. +	\$ 124,222.30

5c. Total of Parts 1 and 2
Lines 5a + 5b = 5c.

5c.	\$ 141,944.64
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Fill in this information to identify the case:

Debtor name Timberview Veterinary Hospital, Inc.
United States Bankruptcy Court for the: MIDDLE DISTRICT OF PENNSYLVANIA
Case number (if known) _____

Check if this is an amended filing

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.

Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Assets - Real and Personal* Property (Official Form 206A/B).

2. List all contracts and unexpired leases

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.1. State what the contract or lease is for and the nature of the debtor's interest

Commercial Lease
Lease for facility used by Debtor as a place of business. 106 West Cabin Hollow Road, Dillsburg, PA 17019. Year to year commencing September 1, 2010.

State the term remaining

List the contract number of any government contract

Cabin Hollow Enterprise, LLC
275 Thundergust Mill Road
Wellsville, PA 17365

2.2. State what the contract or lease is for and the nature of the debtor's interest

Equipment Lease for phone system. See Attached. 60 months \$560.61

State the term remaining

List the contract number of any government contract

Great America Financial Services
PO Box 660831
Dallas, TX 75266-0831

RENTOR



Rental Agreement

EP 1 6 2010



Agreement No. 649699

RENTEE (hereinafter also referred to as "You" or "Your")

Full Legal Name: Veterinary
Timberview Veterinary Hospital, Inc.

Address: 2054 Old York Road City: Dillsburg State: PA Zip: 17019-9624

VENDOR Name: E Communications Systems Corp City: _____ State: _____

TERMS AND CONDITIONS • PLEASE READ CAREFULLY BEFORE SIGNING

Quantity	Type, Make, Model Number of Equipment	Serial #
1	Mitel 5000 phone system with voicemail and phones	
46	Cable Runs (Voice & Data)	
	<u>90 days deferred payments</u>	

See attached schedule for additional equipment.

EQUIPMENT LOCATION (if other than above) City: Dillsburg State: PA County: 17019

106 West Cabin Hollow Road

60 MONTHLY RENTAL PAYMENTS OF \$ \$560.61 (plus tax) SECURITY DEPOSIT \$ 560.61

- RENTAL AGREEMENT ("Agreement").** Subject to the terms of this Agreement, Rentor (also referred to as "We", "Us" and "Our") agrees to rent to Rantee (also referred to as "You" and "Your"), and you agree to rent from Us, the equipment described above ("Equipment") or in any schedule ("Schedule") incorporating this Agreement by reference that is signed by You and approved by Us. The rent of Equipment described in this Agreement and the rent of Equipment described in each Schedule will constitute separate transactions, each of which is referred to herein as an Agreement. This Agreement contains the entire arrangement between You and Us, and no modifications of this Agreement shall be effective unless in writing and signed by the parties.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When You receive the Equipment, You agree to inspect it and verify by telephone or in writing such information as We may require. You hereby authorize Us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, signature date, and Your name. **ONCE YOU SIGN THIS AGREEMENT AND RENTOR ACCEPTS IT, THIS AGREEMENT WILL BE NON-CANCELABLE FOR THE FULL AGREEMENT TERM.**
- GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION.** This Agreement and each Schedule shall be governed by the internal laws for the state in which Rentor's or Rentor's assignee's principal corporate offices are located. **YOU CONSENT TO THE JURISDICTION AND VENUE OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN RENTOR'S OR RENTOR'S ASSIGNEE'S STATE, AND WAIVE ANY OBJECTION RELATING TO IMPROPER VENUE. YOU UNDERSTAND THAT THIS AGREEMENT AND EACH SCHEDULE MAY BE ASSIGNED, AS SET FORTH IN PARAGRAPH 17 HEREOF.**
- ORIGINAL/FACSIMILE SIGNATURE/SECOND PAGE.** The original of this Agreement shall be that copy which bears a facsimile or original of Your signature and which bears Our original signature. **BY SIGNING THIS PAGE, YOU ACKNOWLEDGE THAT YOU RECEIVED AND HAVE READ THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT.**

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS SIDE AND ON THE REVERSE SIDE, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY RENTOR. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.

RENTOR: (As Stated Above) By: [Signature] Date Accepted: _____

RENTEE: (As Stated Above) By: X [Signature] Date: 9/9/10

Print Name & Title: _____ Print Name & Title: Mike Mummert Manager

UNCONDITIONAL GUARANTY TO RENTOR

In consideration of Rentor entering into the above Agreement in reliance on this Guaranty, the undersigned, jointly and severally, unconditionally and irrevocably guarantee to Rentor and to any assignee of Rentor, the prompt payment and performance of all of Rantee's obligations under the above Agreement and all existing and future Agreements between Rentor and Rantee. The undersigned agree(s): (a) that this is a guarantee of payment and not of collection and that Rentor or its assignee may proceed directly against the undersigned without disposing of any security or seeking to collect from Rantee; (b) to waive all defenses and notices, including those of protest, presentment and demand; (c) that Rentor may extend or otherwise change the terms of the Agreement without notice to the undersigned; and (d) to pay all of Rentor's costs of enforcement and collection. This guarantee survives the bankruptcy of the Rantee and binds the undersigned's administrators, successors and assigns. **IF THE ABOVE AGREEMENT IS ASSIGNED BY RENTOR, THE UNDERSIGNED AGREE(S) THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS GUARANTY WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEAD QUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. THE UNDERSIGNED HEREBY CONSENT(S) TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE(S) ANY RIGHT TO TRANSFER VENUE. EACH OF THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY.**

X _____, Individually X _____, Individually

ORIGINAL

SEP 16 2010

5. TITLE. Renter or Renter's Assignee is the owner of and has title to the Equipment.
6. NET AGREEMENT. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND OTHER AMOUNTS DUE FOR THE ENTIRE AGREEMENT TERM NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU NO LONGER CAN USE IT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE TO US OR TO ANYONE TO WHOM WE TRANSFER THIS AGREEMENT, WHETHER YOUR CLAIM ARISES OUT OF THE AGREEMENT, ANY STATEMENT BY THE VENDOR, OR ANY MANUFACTURER'S OR VENDOR'S LIABILITY, STRICT LIABILITY OR NEGLIGENCE OR OTHERWISE. THIS AGREEMENT IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
7. DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING RENTED TO YOU IN "AS-IS" CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS AGREEMENT. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY CLAIM THAT YOU MAY HAVE OR ASSERT AGAINST THE VENDOR OR EQUIPMENT MANUFACTURER, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware of the Equipment manufacturer and You will contact the manufacturer for a description of Your warranty rights. Provided You are not in default under this Agreement, You may enforce all warranty rights directly against the manufacturer of the Equipment. You agree to settle any dispute You may have regarding performance or maintenance of the Equipment directly with the manufacturer or Vendor of the Equipment.
8. TERM, RENT AND SECURITY DEPOSIT. Payments are due monthly, beginning the date Equipment is delivered to You, or any later date designated by Us and continuing on the same day of each following month until fully paid. We may charge You a reasonable fee to cover documentation and investigation costs. Any security deposit is refundable to You when the Agreement expires, provided all Agreement terms and conditions have been properly fulfilled by You. Security deposits and rents may be commingled and do not earn interest.
9. USE AND MAINTENANCE. You agree that the Equipment will be used for business purpose only. You will keep the Equipment in good repair, condition and working order, except ordinary wear and tear, and will furnish all parts and servicing required. Equipment supplies and maintenance are not part of this Agreement. You may modify the Equipment only with Our prior written consent.
10. LOCATION, INSPECTION AND RETURN OF EQUIPMENT. You will not move the Equipment from its location noted in this Agreement without Our prior written consent. We will have the right to enter the premises where the Equipment is located in order to confirm the existence, condition and proper maintenance of the Equipment. At the expiration of the Agreement term or other termination, You will immediately return Equipment at Your expense, in Average Saleable Condition, to such place as is designated by Us. "Average Saleable Condition" means the Equipment is immediately available for use by another renter without the need of any repair or refurbishment. Should You fail to return the Equipment at the end of the Agreement term, this Agreement shall automatically renew on an annual basis until the Equipment is returned in the manner provided herein, despite written notification from You to the contrary.
11. RISK OF LOSS. We will bear the risk of direct physical loss or damage to the Equipment, except as provided herein. If the Equipment is lost or damaged, Our sole obligation will be to, at Our election in Our sole business judgment, repair the Equipment, replace the Equipment with equipment having substantially similar functionality, or cancel Our remaining obligations to Us under this Agreement. We may require proof of loss in a form acceptable to Us. In no event shall We be liable for interruption of Your business, loss or damage to Your property or any other loss, including injury to any of Your employees, agents, or any other persons on your premises. Further, We will not be responsible for any loss to the Equipment resulting from: (a) actions hindering, combating or defending against a war or riot; (b) acts of terrorism; (c) unauthorized tampering or interference with the Equipment by You or Your agents; (d) neglect or abandonment of all or part of the Equipment by You or Your agents; or (e) any loss or damage that reasonably could have been prevented by You or resulted from Your negligence in maintaining adequate protection for the Equipment. We reserve the right to prospectively terminate the equipment protection provided in this paragraph or a like provision in any other contract You have with Us, upon thirty (30) days written notice, if the nature or number of asserted loss(es) to date, in Our business judgment, causes Us to conclude that the continuation of the protection would put Us at inordinate risk. If We terminate the protection provided under the preceding sentence, You must then keep the Equipment fully insured against loss and provide Us with evidence of insurance, within (30) days of Our submission of the written notice of termination which insurance names Us as an additional insured. Any insurance proceeds received will be applied, at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay to Us the remaining amounts owed (whether or not yet due) under this Agreement plus Our residual value, both discounted at 8% per year, whereupon this Agreement will terminate. You will maintain adequate public liability insurance covering the Equipment and its use and, upon Our request, will have Us named as an additional insured under such policy. You will provide Us with evidence of the public liability insurance acceptable to Us, before this Agreement begins. THE OCCURRENCE OF ANY LOSS OR DAMAGE TO THE EQUIPMENT SHALL NOT RELIEVE OR REDUCE ANY OTHER COVENANT, CONDITION OR PROVISION IN THIS AGREEMENT, INCLUDING YOUR OBLIGATION TO CONTINUE TO PAY RENT UNLESS, WHILE THE ABOVE PROTECTION IS IN PLACE, WE ELECT IN WRITING TO CANCEL THE AGREEMENT INSTEAD OF REPAIRING OR REPLACING THE EQUIPMENT.
12. INDEMNITY. We are not responsible for any losses or injuries caused by the installation or use of the Equipment, and You agree to indemnify Us with respect to all claims for losses imposed on, incurred by or asserted against Us, including attorney's fees and costs of defense, plus interest, where such claims in any way relate to the Equipment. Furthermore, You agree, if requested by Renter, to defend Us against any claims for losses or injuries caused by the Equipment.
13. TAXES. You agree to pay all taxes, fees and governmental charges related to this Agreement or, at Our option, a monthly Personal Property Tax Fee set by Us, if We pay any of the above for You. You agree to reimburse Us on demand, plus interest.
14. DELINQUENT AMOUNTS AND ADVANCES. If any rent or additional amounts or other sums required to be paid by You under this Agreement are not paid when due, such overdue amount will accrue interest, from the due date until paid, at the lower one and one-half percent (1.5%) per month or the highest rate allowed by applicable law. In addition, You will pay Us a "late charge" equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, whichever is less. This late charge will be due and payable with the next monthly rental payment due. In the event that We have to make advance payments of any kind to preserve the leased property, or to discharge any tax, the amount advanced by Us will be repayable by You to Us, together with interest until paid.
15. SOFTWARE. We do not own any software ("Software") included in the description of the Equipment. We are not responsible for the Software or the obligations owed by either You or the Licensor under any License Agreement for the Software. You understand that We cannot transfer the Software to You. Except as provided in this paragraph, all references to "Equipment" in this Agreement include the Software.
16. DEFAULT AND REMEDIES. Any of the following events or conditions will constitute default hereunder: (a) You fail to pay any sum due Us within ten (10) days after the due date thereof; (b) You fail to observe or perform any other term, covenant or condition of this Agreement and such failure continues for ten (10) days following the receipt of written notice from Us; (c) the filing by or against You of a petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors; (d) the voluntary or involuntary making of an assignment of a substantial portion of its assets by You for the benefit of creditors, appointment of a receiver or trustee for You or for Your assets, commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Your affairs, or You cease doing business as a going concern; (e) any representation or warranty made by You herein or in any document delivered by You in connection here with prove to have been misleading in any material respect when made; or (f) You are in default under any other contract with Us. Upon the occurrence of an event of default, We may, at Our option, require You (i) to pay as liquidated damages and not as a penalty the present value, discounted at a rate of 8% per annum, of the remaining balance of the Agreement plus Our estimated residual value, and (ii) regardless of whether such amounts are paid, to return the Equipment. We may use any other remedies available to Us under applicable law, such as holding You liable for the difference between the remaining unpaid rentals and the fair market value of the Equipment. Although You agree that We have no obligation to sell the Equipment, if We do sell the Equipment, We will reduce the amount You owe by what We receive. These remedies will be applied, to the extent allowed by law, cumulatively. In addition, You agree to pay Us all costs and expenses, including attorney's fees, incurred by Us, in exercising or attempting to exercise any of its rights or remedies, plus interest at the highest lawful rate on all amounts owing until paid. If this Agreement is deemed to create a security interest, remedies will include those available under Article 9 of the UCC. A waiver of default shall not be construed as a waiver of any other or subsequent default.
17. ASSIGNMENT. You have no right to sell, assign or sublease the Equipment or this Agreement. WE MAY SELL OR ASSIGN THIS AGREEMENT OR OUR RIGHTS IN THE EQUIPMENT, IN WHOLE OR IN PART, TO A THIRD PARTY WITHOUT NOTICE TO YOU. YOU AGREE THAT IF WE SELL OR ASSIGN AN INTEREST IN THIS AGREEMENT, THE ASSIGNEE WILL HAVE OUR RIGHTS, BUT WILL NOT HAVE OUR OBLIGATIONS AND WILL NOT BE SUBJECT TO ANY CLAIM, DEFENSE OR SET-OFF THAT YOU COULD ASSERT AGAINST US OR ANY OTHER PARTY.
18. MISCELLANEOUS. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. All of Your written notices to Us must be sent by certified mail. Notwithstanding terms and conditions contained in any purchase order relating to the Equipment, the terms and conditions of this Agreement will prevail.
19. RENTEE WAIVERS. You waive notices of Our intent to accelerate the rent, the acceleration of the rent and of the enforcement of Our rights. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent You are permitted by law, You waive all rights and remedies You have by Article 2A (Sections 508-522) of the Uniform Commercial Code, including but not limited to Your rights to: (i) cancel or repudiate the Agreement; (ii) reject or revoke acceptance of the Equipment; (iii) recover damages from Us for any breach of warranty or for any other reason; and (iv) grant a security interest in any Equipment in Your possession. To the extent You are permitted to by law, You also waive any rights You now or later may have under any statute or otherwise which require Us to sell, rent or otherwise use any Equipment to reduce Our damages or which may otherwise limit or modify any of Our rights or remedies. Any action You take against Us for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. We will not be liable for specific performance of this Agreement or for any losses, damages, delay or failure to deliver the Equipment. You authorize Us to sign on Your behalf and file at any time any documents in connection with the UCC.

Agreement No. 649699

Initials X 

ORIGINAL



SEP 16 2010

1843

SCHEDULE A

Pursuant to the System Purchase and Maintenance Agreement (the "Agreement") made this 9th day of September, 2010 eCommunications System Corporation (the "Company") and Timberview Vet (the "Customer") it is hereby agreed as follows:

The System: The System to which the Agreement pertains and for which the Customer is obligated to pay the Total Customer Charge consists of the equipment listed below:

QTY	DESCRIPTION
1	Connecting Block, 50 Pair
1	Bracket, Universal 5U Wallmount
1	Bracket for 66M150
1	DEM Cable Adapter-15'
1	Ground Bar Kit
1	2' x 3' x 3/4" Plywood
4	Spool w/Screw
1	Paperwork Holder
4	Plug, Telephone-700A4
1	Flash Drive
1	66M150 Cover
1	Patch Cord, Cat5-568B, 14'
1	UPS-700 VA
1	Tripp Lite Super7 Plug Strip
1	Mitel 5000HX-IP Base Kit <i>5200 3.0 ASG JMM</i> Base Package Includes: HX Controller Chassis w. Processor Module, Power Supply, Power Cord, Basic VoiceMail (4-port), 512 MB Compact Flash, PRI License, R4.0 Software CD w. License, 16 Category D Lic, & Dynamic Extension.
2	Loop Start Module (LSM-4)
8	Plug, Telephone-700A4
7	Group D IP Endpoint License Required for CS5000 v2.4 Mitel IP Endpoints
9	Mitel 5324 IP Phone
6	Mitel 5340 IP Phone Minimum System Requirements: 3300 ICP, Release 7.0 (UR2), Teleworker Release 4.2, Ethernet/AC Power Adapters sold separately. Will be supported on SX-200 ICP Release 4.0
3	Mitel 5304 IP Phone Two-line x 20-character backlit display with auto-dimming, Nine one-touch programmable multi-function keys & Dual mode: MiNet and SIP support
1	SWA for CS5000 Software Assurance for CS5000. This is a variable cost item and pricing must be adjusted manually. Also a copy of Mitel Software Assurance Quote from Mitel must be given to Jack Henry as part of job package
1	HP Procurve 2610 24-PWR 24 - 10/100BaseT Ethernet 802.3af + 2 10/100/1000Base-T + 2 SFP (empty) Fiber Ports. (Stackable)
0	Mitel IP Conference Saucer Dark Gray
0	Mitel 5310 IP Confer. Module For use on 5330, 5340 and 5235 IP Phones. Used to connect 5310 IP Conference Saucer to IP Phone.

ORIGINAL

SCHEDULE A - (continued)


QTY

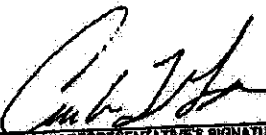
DESCRIPTION

0

Mitel Cordless Headset & Mod.

SEP 16 2010


September 09, 2010
DATE
Bara Habig Mike Hinnert
CUSTOMER NAME (Please Print)
Manager
CUSTOMER TITLE


September 09, 2010
DATE
Amber Grunden
ECOMM REPRESENTATIVE'S NAME

ORIGINAL



Amendment

This is an amendment (hereafter "Amendment") to that certain Agreement No. 649699 (the "Agreement") by and between Timberview Veterinary Hospital, Inc. ("Rentee") and E Communications Systems Corp ("Rentalor"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms as in the Agreement. Rentalor and Rentee have mutually agreed that the following modifications be made to the Agreement. Each section of the Agreement designated with an "X" below shall be deleted in its entirety and replaced with the following designated section(s):

<input checked="" type="checkbox"/> DESCRIPTION OF EQUIPMENT		
Quantity	Type, Make, Model Number and included accessories	Serial Number #
	Cabling	
	90 Day deferred payments	

<input checked="" type="checkbox"/> SCHEDULE OF PAYMENTS	
80	MONTHLY RENTAL PAYMENTS OF 592.42 (plus tax)
	SECURITY DEPOSIT \$500.01
	ADVANCE RENTAL PAYMENT \$ _____ (plus tax)
	Amount exceeding one rental payment shall be applied to first payment(s) during term or to any renewal term.

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A facsimile copy of this Amendment bearing authorized signatures may be treated as an original. This Amendment is not binding until accepted by Rentalor.

E Communications Systems Corp
 Rentalor
 By: [Signature]
 Signature
 Name & Title of Signer
 Date Accepted:

Timberview Veterinary Hospital, Inc.
 Rentee
 By: X [Signature]
 Signature
 Mike Mument
 Name & Title of Signer
 Date: 7/21/10

ORIGINAL

Equipment Add-On Schedule



Add-On Schedule No. 710738
To Rental Agreement No. 848698

RENTEE (hereinafter referred to as "You" or "Your")			
Full Legal Name Timberview Veterinary Hospital, Inc.			
Address 2054 Old York Rd	City Dillsburg	State PA	Zip 17019-9824
County York			
VENDOR (Vendor is not Renter's Agent nor is Vendor authorized to waive or alter any term or condition of this Schedule)			
Name E Communications Systems Corp		City Lancaster	State PA
DESCRIPTION OF ADDITIONAL EQUIPMENT <input type="checkbox"/> See attached equipment schedule			
Quantity 5	Type, Make, Model Number and Included accessories Mitel SIP Licenses		Serial #
EQUIPMENT LOCATION			
2054 Old York Rd		City Dillsburg	State PA
		County York	
SCHEDULE OF ADDITIONAL RENTAL PAYMENTS			
NO. OF MONTHLY RENTAL PAYMENTS (TERM) UNDER THIS ADD-ON SCHEDULE <u>52</u>		AMOUNT OF ADDITIONAL RENT PAYABLE MONTHLY UNDER THIS ADD-ON SCHEDULE <u>\$27.10</u> (plus tax)	
ADDITIONAL PROVISIONS			
Renter agrees to rent to the Rantee named above (also referred to as "You" or "Your") and You hereby agree to rent from Renter the additional Equipment or accessories described above, for the term and payment shown above, all subject to the terms and conditions set forth in the Rental Agreement referred to by Agreement No. in the upper right corner above (the "Agreement"), which Agreement is incorporated herein by this reference.			
You understand that both the term in months and the monthly payment stated above were determined with reference to an assumed agreement commencement date (which date may be confirmed by contacting Renter) and You understand that the actual agreement commencement date may differ from the assumed agreement commencement date. You authorize Renter, upon Renter confirming such increase(s)/decrease(s) with You by phone, to increase or decrease the number of monthly rental payments under this Equipment Add-On Schedule (the "Schedule"), and to increase or decrease the amount of the rent payable hereunder, to account for the actual agreement commencement date differing from the assumed agreement commencement date.			
Acceptance of the Equipment occurs upon delivery. Upon your signature below we may verify by telephone with Your representative, the date the Equipment was delivered to You, the serial numbers for the Equipment, that all necessary installation has been completed, that the Equipment has been examined by You and is in good operating order and condition and is in all respects satisfactory to You and that the Equipment is accepted by You for all purposes under this Schedule. You hereby authorize Renter to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, signature date, and Your name. ONCE YOU SIGN THIS SCHEDULE AND RENTER ACCEPTS IT, THIS SCHEDULE WILL BE NON-CANCELABLE FOR THE FULL AGREEMENT TERM.			
THIS EQUIPMENT ADD-ON SCHEDULE IS NOT BINDING UNTIL ACCEPTED BY RENTOR			
RENTOR: E Communications Systems Corp		RENTEE: (As Stated Above)	
By: <u>[Signature]</u>	Date Accepted: _____	By: <u>[Signature]</u>	Date: <u>5/27/10</u>
Name & Title of Signer: _____		Name & Title of Signer: <u>Mike Mument, Manager</u>	
UNCONDITIONAL GUARANTY TO RENTOR			
In consideration of Renter entering into the above Agreement in reliance on this Guaranty, the undersigned, jointly and severally, unconditionally and irrevocably guarantee to Renter and to any assignee of Renter, the prompt payment and performance of all of Rantee's obligations under the above Agreement and all existing and future Agreements between Renter and Rantee. The undersigned agree(s): (a) that this is a guarantee of payment and not of collection and that Renter or its assignee may proceed directly against the undersigned without disposing of any security or seeking to collect from Rantee; (b) to waive all defenses and notions, including those of protest, payment and demand; (c) that Renter may extend or otherwise change the terms of the Agreement without notice to the undersigned; and (d) to pay all of Renter's costs of enforcement and collection. This guarantee survives the bankruptcy of the Rantee and binds the undersigned's administrators, successors and assigns. IF THE ABOVE AGREEMENT IS ASSIGNED BY RENTOR, THE UNDERSIGNED AGREE(S) THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS GUARANTY WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEAD QUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. THE UNDERSIGNED HEREBY CONSENT(S) TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE(S) ANY RIGHT TO TRANSFER VENUE. EACH OF THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY.			
X	_____	X	_____
	Individually		Individually

ORIGINAL

00975-P0204_1009

Equipment Add-On Schedule

Fax to: 717-209-7341 Attn: Lori Zook

~~717-545-0770~~

Attn: Amber



Add-On Schedule No. 857844

To Rental Agreement No. 848888



RENTER (hereinafter referred to as "You" or "Your")			
All Legal Name Timberview Veterinary Hospital, Inc. <i>106 West Cabin Hollow Rd</i>			
Address <i>285 Old York Rd</i>	City Dillsburg	State PA	Zip 17019-8624
County York			
VENDOR (Vendor is not Renter's Agent nor is Vendor authorized to waive or alter any terms or conditions of this Schedule)			
Name E Communications Systems Corp		City Lancaster	State PA
DESCRIPTION OF ADDITIONAL EQUIPMENT <input type="checkbox"/> See attached equipment schedule			
Quantity	Type, Make, Model Number and Included accessories	Serial #	
1	Mitel 5324 IP Phone		
EQUIPMENT LOCATION			
Address 285 Old York Rd	City <i>106 W. Cabin Hollow</i>	State PA	County York
SCHEDULE OF ADDITIONAL RENTAL PAYMENTS			
NO. OF MONTHLY RENTAL PAYMENTS (PERIOD UNDER THIS ADD-ON SCHEDULE)		AMOUNT OF ADDITIONAL RENT PAYABLE MONTHLY (UNDER THIS ADD-ON SCHEDULE)	
60		\$10.00 (per mo)	
ADDITIONAL PROVISIONS			
Renter agrees to rent to the Renter named above (also referred to as "You" or "Your") and You hereby agree to rent from Renter the additional Equipment or accessories described above, for the term and payment shown above, all subject to the terms and conditions set forth in the Rental Agreement referred to by Agreement No. in the upper right corner above the "Agreement", which Agreement is incorporated herein by this reference.			
You understand that both the term in months and the monthly payment stated above were determined with reference to an assumed agreement commencement date (which date may be confirmed by contacting Renter) and You understand that the actual agreement commencement date may differ from the assumed agreement commencement date. You authorize Renter, upon Renter confirming such increase(s)/decrease(s) with You by phone, to increase or decrease the number of monthly rental payments under this Equipment Add-On Schedule (the "Schedule"), and to increase or decrease the amount of the rent payable hereunder, to account for the actual agreement commencement date differing from the assumed agreement commencement date.			
Acceptance of the Equipment occurs upon delivery. Upon your signature below we may verify by telephone with Your representative, the date the Equipment was delivered to You, the serial numbers for the Equipment, that all necessary installation has been completed, that the Equipment has been examined by You and is in good operating order and condition and is in all respects satisfactory to You and that the Equipment is accepted by You for all purposes under this Schedule. You hereby authorize Renter to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, signature date, and Your name. ONCE YOU SIGN THIS SCHEDULE AND RENTER ACCEPTS IT, THIS SCHEDULE WILL BE NON-CANCELABLE FOR THE FULL AGREEMENT TERM.			
THIS EQUIPMENT ADD-ON SCHEDULE IS NOT BINDING UNTIL ACCEPTED BY RENTOR.			
RENTOR: E Communications Systems Corp		RENTEE: (As Stated Above)	
By: <i>Lori Zook</i>	Date Accepted: <i>10/12/10</i>	By: <i>Mike Mumment</i>	Date: <i>10/13/10</i>
Name & Title of Signer: _____	Signature: _____	Name & Title of Signer: <i>Mike Mumment - Manager</i>	Signature: _____
UNCONDITIONAL GUARANTY TO RENTOR			
In consideration of Renter entering into the above Agreement in reliance on this Guaranty, the undersigned, jointly and severally, unconditionally and irrevocably guaranty to Renter and to any successors of Renter, the prompt payment and performance of all of Renter's obligations under the above Agreement and all existing and future Agreements between Renter and Renter. The undersigned agrees: (a) that this is a guarantee of payment and not of collection and that Renter or its assignees may proceed directly against the undersigned without showing of any guaranty of ability to collect from Renter; (b) to waive all defenses and actions, including those of contract, promissory estoppel and demand; (c) that Renter may extend or otherwise change the terms of the Agreement without notice to the undersigned and (d) to pay all of Renter's costs of enforcement and collection. This guaranty survives the bankruptcy of the Renter and binds the undersigned's administrators, successors and assigns. IF THE ABOVE AGREEMENT IS ASSIGNED BY RENTOR, THE UNDERSIGNED AGREES THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS GUARANTY WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEAD QUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. THE UNDERSIGNED HEREBY CONSENTS TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVES (a) ANY RIGHT TO TRANSFER VENUE, EACH OF THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY.			
X _____, Individually		X _____, Individually	

Renter: Jean Stube

ORIGINAL

Fill in this information to identify the case:

Debtor name Timberview Veterinary Hospital, Inc.
United States Bankruptcy Court for the: MIDDLE DISTRICT OF PENNSYLVANIA
Case number (if known) _____

Check if this is an amended filing

Official Form 206H
Schedule H: Your Codebtors

12/15

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

1. Do you have any codebtors?

- No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
- Yes

2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

Column 1: Codebtor

Column 2: Creditor

Name	Mailing Address	Name	Check all schedules that apply:
2.1	Street _____ City State Zip Code	_____	<input type="checkbox"/> D <input type="checkbox"/> E/F <input type="checkbox"/> G
2.2	Street _____ City State Zip Code	_____	<input type="checkbox"/> D <input type="checkbox"/> E/F <input type="checkbox"/> G
2.3	Street _____ City State Zip Code	_____	<input type="checkbox"/> D <input type="checkbox"/> E/F <input type="checkbox"/> G
2.4	Street _____ City State Zip Code	_____	<input type="checkbox"/> D <input type="checkbox"/> E/F <input type="checkbox"/> G

Fill in this information to identify the case:

Debtor name Timberview Veterinary Hospital, Inc.

United States Bankruptcy Court for the: MIDDLE DISTRICT OF PENNSYLVANIA

Case number (if known) _____

Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

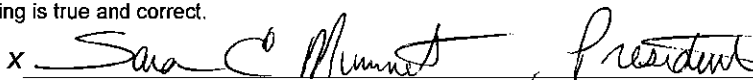
I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- Schedule H: Codebtors* (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- Amended Schedule* _____
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 6, 2016

x , President
Signature of individual signing on behalf of debtor

Sara E. Mummert

Printed name

President

Position or relationship to debtor

United States Bankruptcy Court
Middle District of Pennsylvania

In re Timberview Veterinary Hospital, Inc.

Debtor(s)

Case No.
Chapter

11

VERIFICATION OF CREDITOR MATRIX

I, the President of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: April 6, 2016


Sara E. Mummert, President

Sara E. Mummert/President
Signer/Title

TIMBERVIEW VETERINARY HOSPITAL,
106 WEST CABIN HOLLOW ROAD
DILLSBURG, PA 17019

BOYER ANIMAL HEALTH
P.O. BOX 390
MISSION, KS 66201

FRANTZ BOOKKEEPING LLC
6 EWELL DRIVE
EAST BERLIN, PA 17316

HENRY W. VAN ECK
METTE EVANS AND WOODSIDE
3401 NORTH FRONT STREET
HARRISBURG, PA 17110-0950

CABIN HOLLOW ENTERPRISE, LLC
275 THUNDERGUST MILL ROAD
WELLSVILLE, PA 17365

GREAT AMERICA FINANCIAL SEI
PO BOX 660831
DALLAS, TX 75266-0831

"ANSWERING SERVICE CARE BY
DING-A-LING ANSWERING SERVICES
777 SOUTH STATE ROAD 7
MARGATE, FL 33068

CILS INC.
LAUNDRY EQUIP SERVICE & SALES
36 NORTH 16TH ST
LEBANON, PA 17042

IC SYSTEM
PO BOX 64437
SAINT PAUL, MN 55164-0437

ALLIED VETERINARY CREMATION, LTD
1966 MASTERTSONVILLE ROAD
MANHEIM, PA 17545

CINTAS CORPORATION #395
PO BOX 630803
CINCINNATI, OH 45263-0803

IDEXX LABORATORIES
ONE IDEXX DRIVE
WESTBROOK, ME 04092

ALPHA MARKETING
10 HILLTOP DRIVE
MOUNT HOLLY SPRINGS, PA 17065

COMCAST BUSINESS
ONE CONCAST CENTER
1701 JFK BLVD
PHILADELPHIA, PA 19103-2838

IDRIVE
26115 MUREAU RD, SUITE A
CALABASAS, CA 91302

ANTECH DIAGNOSTICS
17672-A COWAN AVE, SUITE 200
IRVINE, CA 92614

DE LAGE LANDEN FINANCIAL SERVICES
1111 OLD EAGLE SCHOOL ROAD
WAYNE, PA 19087

INTERNAL REVENUE SERVICE
P.O. BOX 628
PITTSBURGH, PA 15230

ARTHUR M. FIELD, ESQUIRE
1309 BRIDGE STREET
NEW CUMBERLAND, PA 17070

DILLSBURG AREA AUTHORITY
PO BOX 370
DILLSBURG, PA 17019

INTERVET INC.
BOX 198428
ATLANTA, GA 30384-8428

BANK OF AMERICA
P.O. BOX 982234
EL PASO, TX 79998-2234

DRESSEL WELDING
PO BOX 225
BRATTLEBORO, VT 05302-0225

IPATH CLOUD SOLUTIONS
40 LLOYD AVE, SUITE 106
MALVERN, PA 19355

BANK OF AMERICA BUSINESS CARD
P.O. BOX 15796
WILMINGTON, DE 19886-5796

FOX 43
15247 COLLECTIONS CENTER
CHICAGO, IL 60693

LAMAR ADVERTISING COMPANY
PO BOX 96030
BATON ROUGE, LA 70896

BARGAIN SHEET & DILLSBURG BANNER
31 SOUTH BALTIMORE ST
DILLSBURG, PA 17019

ROX FUNDING/BIZ ADVANCE NOW
140 BROADWAY, 46TH FLOOR
NEW YORK, NY 10005

MERIAL
3239 SATELLITE BLVD NW
DULUTH, GA 30096

MERRITT VETERINARY SUPPLIES
1520 PINEVIEW ROAD
COLUMBIA, SC 29209

SHOPES LANDSCAPE MAINT, INC.
595 OLD YORK ROAD
WELLSVILLE, PA 17365

WEBSTER VETERINARY
28905 NETWORK PLACE
CHICAGO, IL 60673-1289

METED/FIRST ENERGY
PO BOX 3687
AKRON, OH 44309-3687

SMIGEL, ANDERSON & SACKS, LLP
100 LACKAWANNA AVE
HARRISBURG, PA 17110

WEDGEWOOD PHARMACY
405 HERON DRIVE, SUITE 200
SWEDESBORO, NJ 08085

MILLS PET NUTRITION
PO BOX 842257
DALLAS, TX 75284-2257

STATE WORKERS' INSURANCE FUND
100 LACKAWANNA AVENUE
SCRANTON, PA 18505-5100

WEST SHORE TAX BUREAU
3607 ROSEMONT AVENUE
P.O. BOX 656
CAMP HILL, PA 17001

MWI VETERINARY
14659 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

SUBURBAN PROPANE02374
PO BOX J
WHIPPANY, NJ 07981-0409

WHTM
P.O. BOX 5860
HARRISBURG, PA 17110

PA DEPARTMENT OF REVENUE
BUREAU OF CORPORATE TAXES
PO BOX 280427
HARRISBURG, PA 17128

THE PENNSYLVANIA PERSONNEAL ADVISORY BOARD
VISERV, INC.
5555 NORTH LAMAR BLVD, STE L-149
AUSTIN, TX 78751

WICR1 CW15
3300 NORTH SIXTH STREET
HARRISBURG, PA 17110

PENN WASTE
PO BOX 3066
YORK, PA 17402

US BANCORP/EQUIPMENT FINANCING
1550 AMERICAN BLVD
E SUITE 450
MINNEAPOLIS, MN 55425

YP
PO BOX 601141
PASADENA, CA 91189-1141

PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU
DEPT. 280946
HARRISBURG, PA 17108-0946

WLT ABUREA
480 FOREST AVE, SUITE 408
LOCUST VALLEY, NY 11560

ZOETIS
PO BOX 419022
BOSTON, MA 02241-9022

PREMIER COMM
415 N PRINCE ST, SUITE 200
LANCASTER, PA 17603

VETERINARY INFORMATION NETWORK
777 W COVELL BLVD
DAVIS, CA 95616

RAUCH-MILLIKEN INTERNATIONAL INC. VETERINARY PURCHASING GROUP
PO BOX 8390
METAIRIE, LA 70011-9090

ROADRUNNER PHARMACY
711 E CAREFREE HIGHWAY, SUITE 140
PHOENIX, AZ 85085

VETSTREET INC.
780 TOWNSHIP LINE ROAD
YARDLEY, PA 19067

United States Bankruptcy Court
Middle District of Pennsylvania

In re Timberview Veterinary Hospital, Inc.

Debtor(s)

Case No. _____

Chapter 11

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for Timberview Veterinary Hospital, Inc. in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

None [*Check if applicable*]

April 6, 2016

Date



Henry W. VanEck

Signature of Attorney or Litigant

Counsel for Timberview Veterinary Hospital, Inc.

Mette Evans and Woodside

3401 North Front Street
Harrisburg, PA 17110-0950
717-232-5000
hwwaneck@mette.com

United States Bankruptcy Court
Middle District of Pennsylvania

In re Timberview Veterinary Hospital, Inc.

Debtor(s)

Case No.

Chapter 11

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
Sarah E. Mummert 275 Thundergust Mill Road Wellsville, PA 17365	Common/Voting	100 g	

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the **President** of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date April 6, 2016

Signature


Sara E. Mummert

*Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.*