B 10 (Official Form 10) (12/08)		
UNITED STATES BANKRUPTCY COURT Eastern District of Virginia		PROOF OF CLAIM
Name of Debtor: On-Site Sourging, Inc., et al	Case Numb 90-1081	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of administrative expense may be filed pursuant to 11 U.S.C. § 503.	f the case. As	request for gayment of an
Name of Creditor (the person of other entity to whom the debtor owes money or property): Prime Business Leasing Inc.	O Check th	is box to indicate that this ends a préviously filed
Name and address where notices should be sent: Amy K. Kline	1 :	(-)
35 Franklin Boulevard Reisterstown, MD 21136	Court Clair (If known	ni Number:
Letephone number. (410) 526-9551	Filed on	<u> </u>
Name and address where payment should be sent (if different from above): Felephone number:	anyone e relating t statemen	is box if yobate aware that lse has filed a proof of claim o your claim. Attach copy of giving particulars.
		is box if you are the debtor in this case.
1. Amount of Claim as of Date Case Filed: \$ 29,682.53		of Claim Entitled to under 11 U.S.C. §507(a). If
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.	one of ti	tion of your claim falls in he following categories, e box and state the
If all or part of your claim is entitled to priority, complete item 5.	amount.	
3C heck this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		priority of the claim.
2. Basis for Claim: Equipment Lease (See instruction #2 on reverse side.)		s support obligations under . §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor:		salaries, or commissions (up
3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)	before fi petition	50*) earned within 180 days ling of the bankruptcy or cessation of the debtor's
 Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. 	U.S.C. §	, whichever is earlier— (1 507 (a)(4).
Nature of property or right of scioff:	plan 1 l	tions to an employee benefit U.S.C. §507 (a)(5).
Value of Property: S Annual Interest Rate %	purchase.	425* of deposits toward lease, or rental of property
Amount of arrearage and other charges as of time case filed included in secured claim,	househol	es for personal, family, or d use = 11 U.S.C. §507
If any: \$ Basis for perfection:	(a)(7).	
Amount of Secured Claim: \$ Amount Unsecured: \$ 29,682.53		penalties owed to ental units = 11 U.S.C. §507
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	🗇 Other – S	Specify applicable paragraph
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)	of 11 U.	S.C. §507 (a)(). nt entitled to priority:
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER	S ,	
SCANNING. If the documents are not available, please explain:	4/1/10 and e	re subject to adjustment on wery 3 years thereafter with uses commenced on or after
	the date of a	djustment. FOR COURT USE ONLY
Date: 3/20/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the crooking person authorized to file this claim and state address and telephone number if different from the addless above. Attach copy of power of attorney, if any.		,,,
Amy K. Kline // A. A. V. V / !		

Penalty for presenting fritudulent claim: Fine of up to \$500,000 or in the fact that the pears, or both. 18 U.S.C. §§ 152 and 3571.



Gase;09:10816-R@M Claime29:11 of lede93/23/09 Desc Main Documents 02Page 12 of /15□

PRIME BUSINESS LEASING, INC. 8005 HARFORD ROAD BALTIMORE, MARYLAND 21234 PHONE 410-285-6600 FAX 410-882-6857

LEASE NO. 80-1689

LESSEE

On-Site Sourcing, Inc. 832 N. Henry Street <u> Alexandria, VA 22314</u>

VENDOR

<u>Graphics Plus</u> 201 South Main Street <u>Iowa Falls, IA 50126</u>

EQUIPMENT LOCATION:

On-Site Sourcing, Inc. 832 N. Henry Street, Alexandria, VA 22314

الكانسان الكال المسادات			
	DESCRIPTION: Model No., or other identification		
Quantity 1	Description Xerox 8830, Meter 202K, Copier w/7356 Scanner		ſ
1	And the second s	Reversionary Value: \$1,300.00	
		••••••••••••••••••••••••••••••••••••••	

SECURITY DEPOSIT

\$ 0.00

SCHEDULE OF PAYMENTS DURING ORIGINAL TERM OF LEASE

Number of Months: 36

Monthly Payments \$ 401.91*

GUARANTY

to induce Lassor to enter the trib this lease, the understoned unconditionally guarantees to Lessor the promot caywart when due of all of Lessed's obligations to Lessor under this lease, including all attorneys fees and other expenses due by reason of Lessed's defined and the payment on demand of the entre behance of Lessed's obligations. Heavier default in any manner, without first requiring Lessor to proceed against Lesses or the teasted Goulphines. The undersigned waves notice or acceptance never and or all other noces or demands of any find to which the undersigned waves notice or acceptance never and or all other noces or demands of any find to which the undersigned waves notice or any extensions for modifications gramed to Lesses and the undersigned of the undersigned consensity and the case of the lease and the compression of the compression of the undersigned, shall be taken against a continuing Guaranty and shall not be continued to the undersigned, shall be haded or or excession of Lesses. The undersigned consens to the pursuance of the Lesses's traversity to the states. Each and every Guaranton therefore any court having jurisdiction, and effort one or more declarations that contests before them, either jointly of shreatly, to the undersignation and effort one or more declarations that contests budgered variantly or by acceptationally, plus literation, court costs and attorneys frees of 25% of the amount declared quie, hereby walving at exemptions. In the LANGER-SCHOL DEPOSED AND EACH OF ILS REPRESENTS THAT HE HAS READ THIS CUARANTY AND THIS LESSE AND EACH OF US REPRESENTS THAT HE HAS READ THIS CUARANTY AND THIS LESSE AND EACH OF US REPRESENTS THAT HE HAS READ THIS CUARANTY AND THIS LESSE.

SIGNATURE	Personal Guerantor	ALC TITLES
_	7 4130 63 4213 6400	(NO TITLE)
SIGNATURE	Personel Gueranior	(NO TITLE)
SIGNATURE		· · · · ·
•	Persona Guarantor	(NO TITLE)
DATE		
EDTIESO ATE OF A	CKNOW EDGEMENT AND ACCED	TANCE OF LEASED FOIRPMENT

Lessere hareby acknowledges receipt of the Equipment described in Esteace with Lessor (the "Equipment") and accepts the Equipment after full inspection thereof to satisfactory for all purposes of the lesse.

SIGNATURE	<u>X</u>
TITLE	
DELIVERY DATE	

Beginning Date

November 15, 2005

ADVANCE RENTALS PAYABLE AT THE SIGNING OF LEASE

\$ 803.82

Representing the first month and last 1 month(s) rent

TERMS AND CONDITIONS

LESSOR: PRIME BUSINESS LEASING, INC.

1. LEASE, TERM, RENTAL: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the equipment described above (prefenator, with all registements, substitutions, additions, attait timents and accessories, referred to as the "Equipment", on levin's and constitution and truth and constitution of this reverse site and continued on the treverse site and for the lent indicated above, commencing on the date ("Commencement Date") that the Equipment is accepted by the Lesses and continuing thereafter und terminated as provided for herein. Unless otherwise provides therein, the monthly apprents and se page to a provided not be compared to the feeth. While so there was provided therein, the local crud and se other obligations of Lesses and have been paid in full. All payments of rent shall be made to the Lessor at the address or at such other place as Lessor may destinate in whiting. Lessee hereby excitates stated in the section and other leeratics about the section when Lesser in this lesse the section numbers and other identification date of the Equipment when determined by Lessor.

I PURCHASE AND ACCEPTANCE: NO WARRANTIES. Lesies requests Lesion to purchase the Equipment from the version and arrange for carvery to Lesies at Lesies requests Lesion to purchase the Equipment from the version and arrange for carvery to Lesies at Lesies, departs. Lesion requests Lesion to purchase the Equipment than the Version and arrange for carvery to Lesies at Lesies, departs. Lesion shall be shall shall shall shall be shall b

SIGNATURE LESSOR	By Brito Comely	DATE 11/15/2001
TITLE	Vice President	
LESSEE: On-	Site Sourcing, Inc.	
SIGNATURE	x Helle Duck	DATE / L3- ST
LESSEE	7	
TITLE	THIS IS A NON-CONCEINBLE LEASE FOR THE TERM	NO CATED APOVE

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS, WHICH ARE PART OF THIS LEASE.

IMPORTANT: VENDOR AND ITS REPRESENTATIVE ARE NOT AGENTS OF THE LESSOR.

representatives can wave, vary or also any of the Terms and Conditions. L.s. . . . does not warrant marchantability or fitness for any particular use of Equipment and discisings any other warranty express, implied or statutory, legs ments will be due despite dissalistaction with Equipment for any reason. If the Equipment is not properly installed, does payments will be due despite dissatisfaction with Equipment for any reason of the Equipment is not property installed, does not operate as represented or warranted by the Verdor, or is unsatisfactory for any reason, it esses shall make any retire or account thereof soldly bigarts the Verdor and shall revertise as pay Lessor at rent payable under this fleture. Lessor agrees to assign to Lessee sclely for the purpose of matting end prosecuting any such cleans any rights it may have agreed the Verdor for breach of warranty for representations respecting the Equipment LESSEE MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE ECUIPMENT AND HAS BEEN ANDERD BY LESSOR TO CONTRACT THE VENDOR OR SUPPLIER FOR A DESCRIPTION OF SUCH RIGHTS Notwittstanding any feet that may be paid to Vendor or any agent of Lessor and that neither the Vendor not any agent of Lessor and first neither the Vendor not any agent of the contract. Vendor nor his agent is authorized to waive or effer any term or condition of this lease

3. LESSEE AGREES THAT THIS LEASE SHALL IN ALL RESPECTS BE CONSIDERED UNDER THE UNIFORM COMMERCIAL CODE, ARTICLE 2A AS A THANCE LEASE SINCE LESSOR IS NEITHER THE VENDOR OR SUPPLIER OF THE EQUIPMENT NOR PARTICIPATED IN THE SELECTION OF THE EQUIPMENT OR THE VENDOR OR SUPPLIER LESSEE HEREBY WAMES ALL RIGHTS AND REMEDIES UNDER ARTICLE ZA SECTIONS 508 THROUGH 522, NICLUSINE, OF THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO THE RIGHT TO REPUDATE OR CANCEL THE EASE. THE RIGHT TO REJECT TENDED OF THE EQUIPMENT, AND THE RIGHT TO REPUDATE OR CANCEL THE ECUPMENT IN THE EVENT THAT LESSEE SHALL BE ADJUDGED TO BE ENTITLED TO REVOKE ACCEPTANCE OF THE EQUIPMENT, LESSEE SHALL NDEMNEY LESSOR FOR ALL PAYMENTS MADE BY LESSOR TO THE VENDOR OR THE SUPPLIER OF THE EQUIPMENT, WITH NITEREST AT THE HIGHEST LEGAL RATE

4. LESSOR TERMINATION BEFORE EQUIPMENT ACCEPTANCE, if within 90 days from the data Lessor orders the Equipment, same has not been delivered, installed and accepted by Lessoe in form salicfactory to Lessor) Lessor mayor. 10 days written notice to Lessee terminate this lease and its obligation to Lessee. Lessor shall, upon such termination, be released from any and all trability to the Lessee

6. TITLE I essor shall all all times retain tide in the Equipment. All documents of the and evidences of deliv delivered to Lessor, Lesses with an enterprise many and community of the many states of the state of the stat markings supplied by Lessor stating that the Equipment is owned by Lessor. Lessoe hereby authorities Lessor to file this tisses or a copy thereof or eny distancing statements with respect to any security interest granted harmody or any other agreement between the perfite is may state or jurisdiction within the United States and Lessoe harmy appoints Lessor, its efficient, against and attempts as Lessoe's attempt, in fact with that authority to signary such searching statements or other instruments in the name of Lessoe's attempt, in fact with that submitted perfect Lessor's recurring interest. Lessoe argues to pay Lessor \$100.00 to other Lessoe's less, or taxes entaining from the filling or recordance of any such instrument or statement. Lessoe shet, at its exponse product and devoted Lessor's lite of all times keeping the Equipment their own at terms and claims whethorever except for those created by or prising through Lessor, and shell give Lessoe interest and shell inclaimely Lessor from any loss caused hypoty. Lessoe, and shell give Lessoe interest and shell inclaimely Lessor from any loss caused hypoty. Lessoe, and shell give Lessoe interest and shell inclaimely Lessor from any loss caused hypoty. Lessoe shell a which their instruments and essorted as Lessor down in measurements. The confirmation or perfection of Lessor's rights her runder. Unless otherwise agreed in whiting Lessoe shell have no right to purchase or of any see acquire the to or ownership of any of the Equipment.

5. CARE AND USE OF EQUIPMENT, Lesses shall meintain the Equipment in good operating condition, repair and appearance and protect the same from deterioration other than normal weer and lest, shall use the Equipment in the ordinary course of business only, within its normal capacity without abuse and in a mannar contemplated by the Vendor, ordinary course of business only, within its normal capacity without abuse and in a mannar contemplated by the Vendor, shall comply with the law, ordinariost, requisitions, requirements and rules with respect to the Use, maintenance and operation of the Equipment, shall not hake any modification, alteration, or addition to the Equipment (plant in an normal operating possessories or controls which shall when added to the Equipment become the property of the Lessor, which shall not be unreasonably withheld, shall not so this the Equipment better maniar personal property at all lines, regardeds of how stached or installed, shall keep the Equipment after maniar personal property at all lines, regardeds of how stached or installed, shall keep the Equipment at the location shown above and shall not remove him. Equipment without the consent of Lessor, which shall not be unreasonably withheld, Lessor shall have the right during external terms undo maintenable print males to the little same and surrisations and not remove the advantage to undo maintenable print males to the little same and surrisations and not property and print property and the print matter to the state of the same and the state of the print matter to the same and the state of the print matter to the same and the state of the same and the normal hours, upon reasonable prior notice to the Lessee and subject to applicable text and regutations to enter upon the premises where the Equipment is located in order to inspect, observe or remove the Equipment or otherwise protect

7. NET LEASE: TAXES. Lessee niends the rental payments hereunder to be neitholessor and Lessee shall pay all sales use, active, personal property, stamp, documentary and ad velorem taxes, license and registration less, assessments, inest, pensition, and other charges imposed on the contenting possession or use of the Equipment during the term of this leade, shall pay all taxes (accept Federal or State neithorne taxes imposed on Lesson) with respect to the certain payments hereunder and shall reimburne Lesson upon demand for any taxes peld by or advanced by Lesson Lessoschall. file all returns required thereof and furnish cripies to I associate

R. INDEMNITY. Lessee shall and does hereby agree to indemnity and save Lessor its agents, officers, directors a. Intersect in . Vesses state and color invary agree to indemnity and save Lessor is agents, officers, directors, employees, servaris, successors, and session harmless agents and from any at labelity, canaged, no ross reclaim, reasonable coursel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where, how and by whom operated control use, condition (including but not finished to latert and other defects whither or not deconvenible by Lessia, maintenance, delivery and return of the Equipment. The indemnities and obligations herein provided shall continue in full force and effect note/fixtanding termination of this leade.

9. INSURANCE, Leases shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever in amounts determined by Lessor. The emound of such insurance shall be sufficiently on he may cause whatsoever in amounts determined by Lessor. The emound of such insurance shall be sufficiently on he may be not receive and properly not lesses will be considered a co-insurant, Lesses also shartcarry public febridy insurance, personal righty and properly also the state of the state of the property of the bases, I amy, after the payable to Lessor, and all such tability returnance shall include Lessor as named insurance, the property of the proceeds of such insurance dever to Lessor safetactory evidence of the insurance coverage required hereunder. The proceeds of such insurance payable as a result of loss or damage to any term of the Equipment shall be applied to satisfy Lessee's obligations as sall forth in Paragraph 10 before. Lessee harmby irrevocably appoints Lessor, as Lessee's attorney-in-fact to make claim to receive payment of and execute and endorse all documents, chacks or drafts received in payment for loss or damage

10. RUSK OF LOSS, Lessee hereby assumes the entire risk of loss, damage or destruction of the Equipment from any and every cause whethere during the term of this lease and thereafter until redelivery to Lessor, in the event of loss, damage or destruction of any item of Equipment Leasase at 43 expense (except in the extent of any proceeds of anumence provided by Leasase which shall have been received by Leason as a result of such loss, damage or destruction) and at Leason. of tested which are need per such item, received by read as a read of such day, unadage or destructing a read of open such item, received by read of such days and of such days are of the control of the per such item. In the such item is such that descent the sum of all unped reclass and other obligators due by Lessee to Lessor, decounted to present vote at the decount rate 6% per armum, and the Reversionary value as set forth on the lace of this lease or (c) replace such that with a lace form acceptable to Lessor, in good condition and of equivalent value, which stand become property of Lessor, in good condition and of equivalent value, which stand become property of Lessor, included within the form Equipment as used herein, and leased from Lessor herewith for the balance of the full term of

11. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATION. In the event Lessoe talk to comply with any provision of This lease, I essor shall have the right, but shall not be obligated to effect such complaince on behalf of Lessee upon ten [40] days prior written notice to Lessee in such event, all mones expended by anoist expertises of Lessor in effecting such complaince shall be deemed to be additional rental and shall be paid by Lessee at the time of the rext monthly payment of

nucles, conservator or liquidator of Leasse or any Guarantor or afair or a substantial part of its assets is appointed with or without the application or consent of Leasse or such Guarantor, or (d) a petition is field by or against Leasee or any Guaranter under the Bankmustry Code or item and marificial based, or under any other instruction by the against casee or such the relief of debtes, or (a) Lessee bits to pay when due any objection to Lessor arising independently of the lessee and such feature continued for len (10) days, or (§) Lessee bits any other coverient, warranty or agreement hareunder and such brauch continues for ten (10) days, and after written notice thereof.

13. REMEDIES. On the occurrence of any event of default Lessor may, without further notice to Lessee and in as sofe decretion, exercise any one or more of the following remedies: (a) declare Lessee's obligations harpende decreation exercise any one to write the second present and not selected and except and other sums and other sums due so of the date of delauf their grant and other sums payable to lessor facts indeed at a rate of the date of delauf their grant present value of all full entires and other sums payable to lessor facts indeed at a rate of the date of delauf their grant present (25%) or as sums payable to lessor facts indeed at a rate of the percent (25%) or as sums payable to lessor facts indeed at a rate of the percent (25%) or as sums of the second at a rate of the percent (25%) or as sums of the second at a rate of the second at a sec (but not less than \$300 00); plus (by) the then fair married value of the Equipment which the parties stipulate shell be the nary Value" as selforth on the face of this lease; less (M any net proceeds of the disposition of the Equipm plus [vi] all expenses as are incurred in repossession, rental, repair, returbishment, seizure, storage, bale or releting office Equipment or disposition of other collateral and any charges, costs, expenses, utherest or penalties properly assessable against Lessee pursuant to the provisions of this fease or any other agreement(s) between the parties(p) proceed by approprieta count action or actions either at law or an equely, in enforce performance by Lessee of the applicable covenants and terms of this lease or to recover damages for breach thereof (c) make damaged on bessee to assemble the Equipment and any other collaboral assecuration and applicable processing a make commence on the season be in a companies and other collaboral assecurity for this lease, whereupport, essee stand immediately abtentible the Equipment and other collaboral and make it available at a place designated by Lesson which is within the State wherein the Equipment was originally delayered to Lesson; (d) terminate this lease and take possession of the Equipment and any off-encolateral with of which codes to Lesses and whole order of the count or either legal process, and whole incurring any labelity to the respective of the country of the cou OTHER COLLATERAL BY LESSOR; (e) lease stud Equipment for a term and rental which may be less than, equal to or greater from the rent and form herent, or use the Equipment of set or otherwise dispose of the Equipment for cash or credit, and upon such larms as Lessor may determine, free of any sights of Lessee. TO SECURE LESSOR'S RIGHTS HEREUNDER, LESSEE AND ALL GUARANTORS HEREBY EMPOWER AND AUTHORIZE ANY ATTORNEY TO HEREUNDER, LESSE AND ALL GUARANTORS HEREBY EMPOWER AND AUTHORIZE ANY ATTORNEY TO APPEAR FOR THEM BEFORE ANY COURT HAVING JURISDITION, AND AFTER ONE OR MORE DECLARATIONS FILED, CONFESS JUDGMENT AGAINST THEM, EITHER JOINTLY OR SEVERALLY, FOR THE FULL ANGUNT OWNS HERED TO THE FULL ANGUNT OWNS HEREBY AND THE REST HAND SOLODIO OF THE ANGUNT DECLARED DUE, HEREBY WAMING ALL EXEMPTIONS, LESSEE AND THE GUARANTORS HEREBY ARREST HAT LESSOR HAS NODULY TO MITIGATE DAILAGES HEREUNDER BY FIRST TAKING ACTION TO RECOVER, SELL OR RE-LEASE THE EQUIPMENT, EXPRICISE HAVE THE UCC OR ANY OTHER APPLICABLE LAW. The strates of any of the foregoing remedies by Lessor shall not consillate he termination of his issele unless Lessor notifies (essee in writing. No leithur or declay on the part of Lessor to storticips any right or remedy networked the state of the state of the part of the referred to above or otherwise available to Lesson at law or in equity.

14. LATE CHARGES. Upon the failure of the Lessee to pay within lan (10) days enty reital or other sum due under this lease, Lessee shall also pity a tale charge in the amount of 10% of such delinquent rank or other sum due, but not to exceed the maximum allowed by taw.

16. ASSIGNMENT NOTICE OF INTENDED ASSIGNMENT, LESSOR MAY WITHOUT LESSEE'S CONSENT, ASSIGN 16. ASSIGNMENT MUTICE OF INTERMOED ASSIGNMENT, LESSON MAY MITHOUS LEGACES CONSENT, ASSIGN OR TRANSFER THIS LEGACE OR ANY EQUIPMENT, BENT OR OTHER SUMS DUE OR TO SECONE OUE HEREUNDER, AND IN SUCH EVENT LESSOR'S ASSIGNEE OR TRANSFEREE SHALL HAVE THERIGHTS, POWERS, PRIVILEGES AND REMEDIES OF LESSOR HEREUNDER. Lessee hereby acknowledges notice of Lesser's intended assignment of lessor's relevant in this leade and upon such assignment lessors about 10 asset, as agard Lessor's assignee, any defense, settly recompant, daint or counterclaint, that it may have aparent Lessor shelther enting under this lessor treatment of the manual Lessor shelther enting under this lessor treatment or otherwise. LESSES SHALL NOT ASSIGN THES LEASE OR ANY NITEREST PERUNDER AND SHALL NOT ENTER NITO ANY SUBLEASE WITH RESPECT TO THE EQUIPMENT COVERED MERCEN WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.

16. RETURN OF PROPERTY. Upon the termination or expiration of this lease, or any adension thereof, the Leasee shall britterith defiver, freight prepaid, the Equipment to the Leasor at an address designated by Leasor complete and an good order and condition, necessarish event and sear alone excepted. The Lease shall also pay to the Leasor such some amy be necessary to cover replace mentifier at damaged, protein or ensigning parts of the Equipment. If separ such septration or laminisation the Leasor shall have a manifestion of the Leasor shall have been described indefinitely as to the term at the same more than addressed the ended and finished and finished each of the Leasor to the Leasor to the Leasor at the same more than subject to the right of either the Leasor or the Leasor to terminate the taste upon thing (30) days written notice, where upon the Leasor shall forthwith defiver the Equipment to the Leasor as sell further.

17. SECURITY DEPOSIT, Lassee egimes to make a security deposit in the amount, if any, set both on the face of this lesse, prior to the date of delivery of the Equipment, which security deposit Lessor may commind a freely with other in ones. lease, prior to the date of delivery of the Equipment, which security deposal Leason may commingle injety with other in ones in its possession. Leason, all as election, may apply the security deposal, or any portion thereof, to reimburge Leason for any sums paid by Leason which under the terms of this tease are the obligation of Leasee, including the repair or returbs him ent of the Equipment upon the expiration of the term of this tease, if Leasee fails to return the Equipment in condition required by this tease. Leasee shall not be entitled to any credit both its accuracy deposal unit such time as the Equipment has been returned to Leason, whether Leasee's obligation to return the Equipment areas on the expendent of the superior of the lease or upon the occurrence of any event of default hereunder. Upon the termination of the term of this tease and any renewald heaven the accuracy of the security deposal, less any deductions authorized heaven the activities of strained to its detailed as the obligations to Leason, the security deposal, less any deductions authorized. herein, shall returned to Lassee without interest.

18. MISCELLANEOUS. This lease contains the entire agreement between the parties and may not be altered, amended modified, terminated or otherwise changed except by a writing signed by an exacutive officer of the Lessor. This lease shall be binding when accepted in, writing by the Lessor and shall be governed by the laws of the state of the chief executive office of the holder of the Lessor's interest in this base. Lessee agreed that at action or proceedings instituted by Lessor or Lessee hereunder, shall all Lessor's option, be brought in a court of competent jurisdiction in the state and courty in which is located the chief executive office of the holder of the Lessor's interest in this lesse. Lessee waives, institut as permitted by law, first by upy in any action between the parties. Lestor and Lesse intend his to be availed and adviscoring legal document, and agree trains provision of this lesse which may be deemed unerforceable amain any way involuted any other provision or provisions of this lesse, all of which that all man in this force and effect. Any notice, intended to be any other provision or provisions of this lesse, all of which that all man in it had force and effect. Any notice, intended to be served it ensured, shall be deemed subcreatly sent it sand by regular maid, possage present, addressed to the pastly at the addresses contained hereon. This lease shall be binding upon the parties, their successors, legal represents

Case 09-10816-RGM Claim 29-1 Filed 03/23/09 Desc Main Document Page 4 of 15□

CERTIFICATE OF ACCEPTANCE (LEASE)		
LESSOR PRIME BUSINESS LEASING, INC.	EQUIPMENT LEASE NUMBER 80-1689	
8005 HARFORD ROAD BALTIMORE, MD 21234-5701	DATED November 15, 2005	
	EQUIPMENT LEASE SCHEDULE NUMBER	
November 15, 2005	DATED	

THIS CERTIFICATE REFERS TO AND IS PART OF THE EQUIPMENT LEASE NUMBER AND THE EQUIPMENT LEASE SCHEDULE NUMBER AS STATED ABOVE, BETWEEN THE UNDERSIGNED, AS LESSEE, AND THE ABOVE NAMED LESSOR.

The undersigned Lessee represents and acknowledges that as of the above date.

- 1. All equipment (the "Equipment") described in the Lease was delivered to the Lessee and all necessary installation performed.
- 2. The Equipment was inspected by or on behalf of the Lessee and found to be in good order and condition, in conformity with all express warranties and representations of the manufacturer or supplier and with all specifications provided by Lessee.
- 3. The Lessee hereby authorizes Lessor to pay the manufacturer or supplier of the Equipment the invoice amount for the Equipment, less any agreed credit discount.
- 4. Lessor has made no representations or warranties regarding performance, operation, quality, suitability or maintenance of the Equipment, including no warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, either express or implied.
- 5. The Lessee agrees to look solely to the manufacturer or supplier of the Equipment respecting any claims, servicing or warranties, and expressly confirms that its obligations under the Lease are absolute and unconditional.

Lessee further confirms and acknowledges his unconditional obligation to continue prompt renta claims of any kind against manufacturer or supplier of the equipment.	al payments to	Lessor regardless of
claims of any kind against manufacturer or supplier of the equipment.	البي INITIAL	LESSEE

On-Site Sourcing, Inc.	BY	Wille	Exa.	K	
<u> </u>		/-/			

THIS CERTIFICATE IS TO BE SIGNED IMMEDIATELY AFTER INSPECTION AND MUST BE RECIVED BY LESSOR WITHIN 72 HOURS AFTER DELIVERY AND INSTALLATION OF EQUIPMENT.

PURCHASE AGREEMENT

RE: Lease # 80-1689

Upon the expiration of the original lease term, provided all rentals have been paid and Lessee is not in default under the terms of the lease, Lessor has agreed to sell to Lessee, at Lessee's option, all, but not less than all, of the Equipment described in the lease agreement dated $_{\rm Nov.~15,~2005}$ between Lessor and Lessee for the sum of \$1,300.00, its then fair market value, plus any applicable taxes.

Lessee hereby exercises his option to purchase the Equipment and agrees to pay Lessor the purchase price on the expiration date of the Lease.

The purchase price set forth above shall constitute the Reversionary Value of the Equipment and shall be applicable for all purposes contemplated by the Lease as if set forth on the face thereof.

Lessor:

Prime Business Leasing, Inc.

Lessee:

On-Site Sourcing, Inc.

By: Br- Gonnelly

Bv:

Case 09-10816-RGM Claim 29-1 Filed 03/23/09 Desc Main Document Page 6 of 15□

PRIME BUSINESS LEASING, INC. 8005 HARFORD ROAD BALTIMORE, MARYLAND 21234 PHONE 410-285-6600

FAX 410-882-6857

LEASE NO.

80-1864

LESSEE

On-Site Sourcing, Inc. 832 N. Henry Street Alexandria, VA 22314

VENDOR

Canon Business Solutions - East, Inc. 300 Commerce Square Blvd. Burlington, NJ 22314

EQUIPMENT LOCATION:

On-Site Sourcing, Inc. 832 N. Henry St. Alexandria, VA 22314

DESCRIPTION: Model No., or other identification			
Quantity	Description		
3 .	Canon ImagePASS M3 Controller		
	Reversionary Value: \$ 1,432.5		

SECURITY DEPOSIT

\$ 0.00

SCHEDULE OF PAYMENTS DURING ORIGINAL TERM OF LEASE

Number of Months: 36

Monthly Payments \$ 438.35*

*Plus Sales/Use Tax, if applicable

GUARANTY

To induce Lessor to enter win this lesses, the undersigned unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under this lesse, including all attorney's fees and other expenses due by reason of Lessee's default and the payment on demand of the entire behance of Lessee's obligations of Lessee default and the payment on the payment of the entire behance of Lessee's obligations of Lessee and the undersigned welves notice of acceptance hereof and of all other solutes or demands of entire lessee and the undersigned may be entitled. The undersigned consents to any operations or modifications greated to seek end the relations and/or compromise of any obligations horsunder. This is conflowing Guaranty and shall not be dechanged or affected by death of the undersigned, shall bind the helia, administrators, representatives, successors or the highles, and may be enforced by or for the behind of any essignee or successor of Lessor. The undersigned consents to the jurisdiction of the federal or State courts foculted in the state and county is which is located the chief succeive office of the holder of the Lessor's oriesed in the lessee. Each and every Guarantor horsely adhorters any adhorters and suggested from them, although printly or severably, for the unspect lessor in the internation whether by company, to the unspect behance than other hereused (whether by complexy washing at extension), plus interest, our costs and storneys' fees of 2% of the amount declared due, hereby washing at extensions. The UNDERSIGNED REPRESENTS THAT THIS GUARANTY IS EXECUTED TO INDUCE LESSOR TO ENTER INTO THIS LEASE AND EACH OF US REPRESENTS THAT HE HAS READ THIS GUARANTY AND THIS LEASE. AND AGREES THAT NOTHING SHALL DISCHARGE OR SATISFY HIS LIABALTY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THIS LEASE.

SIGNATU	RE	·
-	Personal Guarantor	(NO TITLE)
SIGNATU	RE	
	Personal Guarantor	(NO TITLE)
SIGNATU	REPersonal Guarantor	(NO TITLE)
DATE		

CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED EQUIPMENT

SIGNATURE

TITLE

DELIVERY DATE

April 15, 2006

CFO

Beginning Date ____April 15, 2006

ADVANCE RENTALS PAYABLE AT THE SIGNING OF LEASE

\$ 876.70

Representing the first month and last 1 month(s) rent

TERMS AND CONDITIONS

1. LEASE, TERM, RENTAL: Leaser hereby leases in Leasee and Leasee hereby rarts from Leaser the equipment described above (herebytes with all replacements, exhibitions, exhibitions, ethichments and eccessories, referred to as the Equipment'), on terms and conditions as forth above and between discharged to the part into internal above, commercing on the data (the "Dummencement Data") that the Equipment exacted by the Leasee and continuing therefore that terminated as provided by herein. Unless otherwise provided herein, the monthly payments shall be possible on the commercing day of each month thereafter, in the amount stated above, countries to the Leasee whether the continuing the provided herein, the payment of the contribution of Leasee whether the continuing the payment of the contribution of the contribution of Leasee whether the contribution of Leaseer than the lease of the Leaser at this lease the sadial numbers and other identification date of the Equipment when determined by Leaser.

IRRUST the scalar numbers and other identification date of the Equippy must be sentent to justices the Equipment from the Verdor and gramps for delivery to Lessee at Lessee's expense. Lessor that lessee the Equipment from the Verdor and gramps for delivery to Lessee at Lessee's expense. Lessor chall have no responsibly for delay at thiting of Verdor to 18 the order for the Equipment. The LESSEE REPRESENTS THAT LESSEE HAS SELECTED THE EQUIPMENT LESSEE HAS SELECTED THE EQUIPMENT LESSEE HAS SELECTED THE EQUIPMENT CAN THE VERDOR OR SUPPLIER OF THE EQUIPMENT OR SUPPLIER OF THE EQUIPMENT. AND LESSEE AGREES THAT THE LESSEE HAS SAIDE AND MAKES NO REPRESENTATIONS OR WARRANTES OF ANY KIND OR MATURE, DIRECTLY OR INDRECTLY, EXPENSES OR IMPHIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SULTABLITY OF SUCH EQUIPMENT, TO REPRESENTATIONS OR WARRANTES, OF ANY KIND OR MATURE, DIRECTLY OR INDRECTLY, EXPENSES OR IMPHIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SULTABLITY OF SUCH EQUIPMENT, TIS DURBALITY, INSTINCES FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, AND/OR ITS CIUALITY, AND AS BETYVEEN LESSEE, ASSIGNEE LESSOR AND LESSOR AND EXSORABLE SHALL NOT BE LURIF TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF A THE WARRANT KIND OR NATURE DIRECTLY OR NOT RECEIT OF PROVIDE HERLIHORDE OR THE USE OR MAINTENANCE THEREOF OR THE PARLICHE OF OPERATION THEREOF, OR THE REPAIRS, SERVICE OR MAINTENANCE THEREOF OR INFERENCE OR FAILURE TO PROVIDE HARMING HARMSOEVER CAUSED DIRECTLY OR OR FAILURE TO PROVIDE HARMING HARMSOEVER CAUSED. NO REPRESENTATION OF PROVIDE ANY THEREORS OR DAMAGE WARRISDEN AND DELAY OR FAILURE TO PROVIDE ANY THEREOR OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USES THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WARRISDERS AND DAMAGE. AND DOUBLE HARMING THE PRESENTATION OF RECEIPED AND OR PROVIDE ANY THEREOR OR BY ANY THE PRESENTATION OF PROVIDE ANY THEREOR OR BY ANY THE PRESENTATION OF PROVIDE ANY THEREOR OR BY ANY THE PRESENTATION OF PROVIDE ANY THEREOR OR BY ANY THE PRESENTATION OF PROVIDE ANY THEREOR OR

LESSOR: PRIME BUSINESS LEASING, INC.

SIGNATURE

LESSOR

DATE4/15/2006

DATE 4/15/2006

TITLE

Vice President

On-Site Sourcing, Inc. LESSEE:

SIGNATURE LESSEE

TITLE

CFO

THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATEDABOVE.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS, WHICH ARE PART OF THIS LEASE.

IMPORTANT: VENDOR AND ITS REPRESENTATIVE ARE NOT AGENTS OF THE LESSOR.

Case 09-10816-RGM Claim 29-1 Filed 03/23/09 Desc Main Document Page 7 of 15□

CERTIFICATE OF ACCEPTANCE (LEASE)

LESSOR PRIME BUSINESS LEASING, INC. 8005 HARFORD ROAD BALTIMORE, MD 21234-5701	EQUIPMENT LEASE NUMBER 80-1864 DATED Apr11 15, 2006
	EQUIPMENT LEASE SCHEDULE NUMBER
DATE April 15, 2006	DATED

THIS CERTIFICATE REFERS TO AND IS PART OF THE EQUIPMENT LEASE NUMBER AND THE EQUIPMENT LEASE SCHEDULE NUMBER AS STATED ABOVE, BETWEEN THE UNDERSIGNED, AS LESSEE, AND THE ABOVE NAMED LESSOR.

The undersigned Lessee represents and acknowledges that as of the above date.

- 1. All equipment (the "Equipment") described in the Lease was delivered to the Lessee and all necessary installation performed.
- 2. The Equipment was inspected by or on behalf of the Lessee and found to be in good order and condition, in conformity with all express warranties and representations of the manufacturer or supplier and with all specifications provided by Lessee.
- The Lessee hereby authorizes Lessor to pay the manufacturer or supplier of the Equipment the invoice amount for the Equipment, less any agreed credit discount.
- 4. Lessor has made no representations or warranties regarding performance, operation, quality, suitability or maintenance of the Equipment, including no warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, either express or implied.
- 5. The Lessee agrees to look solely to the manufacturer or supplier of the Equipment respecting any claims, servicing or warranties, and expressly confirms that its obligations under the Lease are absolute and unconditional.

 INITIAL V LESSEE
- 6. Lessee further confirms and acknowledges his unconditional obligation to continue prompt rental payments to Lessor regardless of claims of any kind against manufacturer or supplier of the equipment.

 INITIAL 17 LESSEE

On-Site Sourcing, Inc. BY	Helle L	-

THIS CERTIFICATE IS TO BE SIGNED IMMEDIATELY AFTER INSPECTION AND MUST BE RECIVED BY LESSOR WITHIN 72 HOURS AFTER DELIVERY AND INSTALLATION OF EQUIPMENT.

PURCHASE AGREEMENT

RE:	Lease	#	80-1864

Upon the expiration of the original lease term, provided all rentals have been paid and Lessee is not in default under the terms of the lease, Lessor has agreed to sell to Lessee, at Lessee's option, all, but not less than all, of the Equipment described in the lease agreement dated $_{\rm April\ 15,\ 2006}$ between Lessor and Lessee for the sum of \$1,432.50, its then fair market value, plus any applicable taxes.

Lessee hereby exercises his option to purchase the Equipment and agrees to pay Lessor the purchase price on the expiration date of the Lease.

The purchase price set forth above shall constitute the Reversionary Value of the Equipment and shall be applicable for all purposes contemplated by the Lease as if set forth on the face thereof.

Lessor:

Prime Business Leasing, Inc.

Lessee:

On-Site Sourcing, Inc.

By: Br. & Conully

By:

Case 09-10816-RGM Claim 29-1 Filed 03/23/09 Desc Main Document

PRIME BUSINESS LEASING, INC. 8005 HARFORD ROAD BALTIMORE, MARYLAND 21234 PHONE 410, 285, 6600

PHONE 410-285-6600 FAX 410-882-6857 LEASE NO. 80-1942

Page 9 of 15 □

LESSEE

On-Site Sourcing, Inc. 832 N. Henry Street Alexandria, VA 22314

VENDOR

Equitrac Corporation 1000 South Pine Island Road, Suite 900 Plantation, FL 33324

EQUIPMENT LOCATION:

c/o Morris Manning & Martin 3343 Peachtree Road, N.E. Atlanta, GA 30326

Quantity	Description
I	Equitrac Professional Enterprise Edition Base
	Equitrac Professional EE: 25 Device Pack
	Equitrac Professional EE: Pro Services Pack, Incl. Customs, Remotes and T&B Interface
y	PageCounter Professional Terminal
9.	PageCounter Professional Wall Mount
9	Equitrac Copier Cable - 12'
	Installation
-	Reversionary Value: \$ 5.59

SECURITY DEPOSIT

\$ 0.00

SCHEDULE OF PAYMENTS DURING ORIGINAL TERM OF LEASE

Number of Months: 36

Monthly Payments \$ 1,695.00*

Plus Sales/Use Tax, if applicable

GUARANTY

To induce Lakant to extent into this lease, the undersigned unconditionally guarantees to Lassor the primpt payment when due of all of Leases's obligations to Leases under this lease, including all attorney's feet and other expertures due by reason of Leases's default and the payment on demand of the entire batance of Leases's obligations if Leases defaults in any menner, without fact requiring Leases to proceed against Leases or the leases or obligations if Leases defaults in any menner, without fact requiring Leases to proceed against Leases or the lease of children the consistence of the service of the service

SIGNATURE	
Personal Guarantor	(NO TITLE)
SIGNATURE	
Personal Guarantor	(NO TITLE)
SIGNATURE	
Personal Guarantor	(NO TITLE)
DATE	

CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED EQUIPMENT

Leases hereby acknowledges receipt of the Equipment described in its lease with Leaser (the "Equipment") and accept the Equipment offer full inspection thereof as satisfactory for all purposes of the lease.

SIGNATURE

TITLE

DELIVERY DATE

6 - 15 - 26 8/1/2006

Beginning Date ____August 1, 2006

ADVANCE RENTALS PAYABLE AT THE SIGNING OF LEASE

\$ 0.00

Representing the first month and last 0 month(s) rent

TERMS AND CONDITIONS

1. LEASE, TERM, REMTAL: Lessor hereby leases to Leases and Leases hereby rarts from Leaser the equip described above (hereinatier, with all replacements, substitutions, additions, attachments and accessories, referred the Tequipment'), or terms and conditions set forth above and below and continued on the reverse side hereof, it term indicated above, commencing on the date (the "Commencement Date") that the Equipment is excepted by Leases and continuing thereafter until terminated as provided for hereb. Unless otherwise provided herein, the molyments shall be payable on the corresponding day of each month Aherastic, in the amount stated above, with the red and all other obligations of Leases shall have been paid in fulf. All payments of sent shall be made to the Lease tay address or at such other place as Leaser may designate in writing. Leases hereby sufforces Leaser to insert is lease the sortial numbers and other identification date of the Equipment when determined by Leaser.

2. PURCHASE AND ACCEPTANCE: NO WARRANTES. Lesses requests Lesses in purchase the Fadipment for Vendor and arrange for delivery to Lasses at Lesses at Lesses

LESSOR: F	PRIME BUSINESS LEASING, INC.
SIGNATUR LESSOR	RE By 32 1/200
TITLE	Vice President
LESSEE:	On-Site Sourcing, Inc.

SIGNATURE LESSEE

TITLE

THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED ABOVE.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. WHICH ARE PART OF THIS LEASE.

IMPORTANT: VENDOR AND ITS REPRESENTATIVE ARE NOT AGEN.

OF THE LESSOR.

LESSOR DISCULARIAND GOLD 10 RETISEPHIEL AOR ANY LOSS PANAGE OR INJURY I DISCUSSOR DISCULARIAN DESCRIPTION OF THE LESSOR OF THE L INPOSED BY LAW. IMPORTANT: Vendor and its representatives are no sents of Lesson. Neither Vendor (ACI) to representatives can waive, vary or after any of the Terms and Conditions. A does not warrant merchantability or fitness for any particular use of Equipment and disclaims any other warranty express, implied or statutory. Lease due despite dissatisfaction with Equipment for any reason. If the Equipment is not properly installed, does not goerate as represented or warranted by the Vendor, or is unsatisfactory for any reason, Lessee shall make any claim red, operate an expectation of water the vendor and shall nevertibles pay Lesson all red payled under this lesso. Lesson sagness to assign to Lesses salely for the purpose of making and proceduring any such claims any rights, it may have against the Vendor for breach of wateranty or representations respecting the Equipment, LESSEE HAS BEEN INFORMED THAT LESSEE MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE EQUIPMENT AND HUS BEEK ADVISED BY LESSOR TO CONTACT THE VENDOR OR SUPPLIER FOR A DESCRIPTION OF SUCH RIGHTS. Notwithstanding any fees that may be paid to Vendor or any agent of Vendor, Lessoe understands and agrees that neither the Vendor nor any agent of the Vendor is an agent of Lessor and that neither the Vendor nor his agent is authorized to waite or either any term or condition of this tesse.

- 1. LESSEE AGREES THAT THIS LEASE SHALL IN ALL RESPECTS BE CONSIDERED UNDER THE UNIFORM COMMERCIAL CODE, ARTICLE 2A AS A "FINANCE LEASE" SINCE LESSOR IS MEITHER THE VENDOR OR SUPPLIER OF THE EQUIPMENT NOR PARTICIPATED IN THE SELECTION OF THE EQUIPMENT OR THE VENDOR OR SUPPLIER, LESSEE HEREBY WAVES ALL RIGHTS AND RENEDIES UNDER ARTICLE 24 SECTIONS 508 THROUGH 522, INCLUSIVE, OF THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO, THE right to repudiate or cancel this lease; the right to reject tender of the equipment, and the right to revoke acceptance of the equipment, in the event that leases shall be adjudged to BE ENTITLED TO REVOKE ACCEPTANCE OF THE ECUIPMENT, LESSEE SHALL INDEMNITY LESSOR, FOR ALL PAYMENTS MADE BY LESSOR TO THE VENDOR OF THE SUPPLIER OF THE EQUIPMENT, WITH INTEREST AT THE HIGHEST LEGAL RATE.
- 4. LESSOR TERMINATION BEFORE EQUIPMENT ACCEPTANCE. If within 90 days from the date Lessor orders the Equipment, same has not been delivered, installed and accepted by Lessoe (in form axistactory to Lessor) Lessor may on 10 days written rotice to Lessoe terminate this lesse and its obligation to Lessoe. Lessor shall, upon such termination, be released from any and all liability to the Lesse
- 5. TITLE Lessor shall at all times retain accurity interest title to the Equipment. All documents of title and evidences of delivery shall be delivered to Lessor. Lessoe shall not change or remove any insignia or lettering which is on the Equipment at the time of delivery thereof, or which is thereafter place thereon, indicating Lessoe's society interest thereof, and at any time during the lease term, upon request of Lessoe's upon stall affix to the Equipment in a prominent place. and at any time during the leads serm, upon request or Lessor, Lessee state and to the Equipment is a growther's place tables, places or other markings supplied by Lessor, stating that the Equipment is a secured by Lessor. Lessee hereby authorities Lessor to file this lease or a copy thereof or any financing statements with respect to any security instruct granted horsunder or any other agreement between the perfect is any state or jurisdiction within the White Species and Lessee hereby species, the other appears and storneys as these authorities with full suthority to eign any such financing statements or other lessimments in the name of Lessee as necessary or required to perfect Lessor's security interest. Lessee agrees to pay Lessor \$100.00 to offset Lessor's security interest. Lessor agrees to pay Lessor \$100.00 to offset Lessor's security interest. Lessor agrees to pay Lessor \$100.00 to offset Lessor's security interest. Lessor agrees for any fitting, recording, stamp feet, or taxes estaing from the fitting or recordation of any such instrument or statement. Lessee shall, at its expense protect. and deleval Lesson's interest at all limes keeping the Equipment free from all liens and claims whatsoever except for those created by or arising through Lesson, and shall give Lesson immediate written notice thereof and shall indemnify Lesson from any loss caused throuby. Lessals shall exceeds and deliver to Lessor, upon Lessor's request, such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder. Lessals has agreed in writing to purchase or otherwise acquire title to or ownership of the Equipment.
- 6. CARE AND USE OF EQUIPMENT. Lesses shall maintain the Equipment in good operating condition, repair and appearance and protect the same from deterioration other than normal wear and lear, shall use the Equipment in the ordinary course of business only, within its normal capacity without abuse and in a manner contemplated by the Vendor, shall comply with the laws, ordinances, regulations, requirements and nates with respect to the use, maintaners are operating accessories or controls which shall when added to the Equipment become the property of the Lessor; without the prior written consent of Lessor, which shall not be unreasonably withheld, shall not so affix the Equipment to restly as to change its nature to real property or fature, and agrees that the Equipment shall remain personal property at all times, regardless of how attached or installed, shall not be unreasonably withheld. Lessor shall not enough the Equipment without the consent of Lessor, which shall not be unreasonably withheld. Lessor shall have the right desiring normal hours, upon reasonable prior notion to the Lessee and subject to applicable laws and regulations to enter upon the aremises where the Equipment is located in order to hasped, observe or remove the Equipment or otherwise protect promises where the Equipment is located in order to trapect, observe or remove the Equip Lessor's interest. ment or otherwise o
- 7. NET LEASE: TAXES, Lesses intends the rental payments hereunder to be net to Lessor and Lesses shall pay all sales, I receive technical values, tested animous are often payments nearburious to be not to costol with Lassees teams pay on beautiful, exclude, personal property, starely, documentary and an indomentaxes, loorse and registration locs, excessments, three, personalises, and other charges largocard on the ownership, possession or use of the Equipment during the term of this bease, shall pay all laxes (except Federal or State not income taxes imposed on Lessor) with respect to the rental payments hereunder and shall relimbure tessor upon demand for any taxes paid by or advanced by Lessor. Lessoes shall pay payments hereunder and snar remouser communities. See all returns required thereof and furnish copies to Lessor.
- B. DIDEBMITY. Lessee shall and does hereby agree to indemnity and save Lessor its agents, officers, directors, employees, servants, successors, and assigns harmless against and from any all liability, damages, or loss including reasonable coursel fees, arising out of the ownership, selection, possession, leasing, raving, operation, one repartless of whom, how and by whom operating control use, control of coursely but not limited to letter, and other defects whether or not discoverable by Lesseej, maintenance, delivery and return of the Equipment. The indemnities and obligations herein discoverable by Lessee), mehitenance, delivery and resum of the Equipment. The vided shall confinue in full force and effect notwithstanding termination of this lease.
- 9. INSURANCE. Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever in amounts determined by Lessor. The amount of such insurance shall be sufficient so that neither the Lessor nor Lessee will be considered a co-insurer. Lessee elso shall carry public liability insurance, personal injury and property damage, covering the Equipment. All such insurance shall provide that losses, if any, shall be payable to Lessor, and all such Rability insurance shall include Lessor as named insured. Lessoe shall pay the premiums for such insurance and deliver to Lessor satisfactory evidence of the insurance coverage required hereunder. The proceeds of such insurance payable as a result of loss or damage to any item of the Equipment shall be applied to satisfy Lassee's obligations as set forth in Paragraph 10 before. Lessoe hereby irrevocably appoints Lessor, as Lessoe's attorney-in-fact to make claim to ent of and execute and endorse all documents; checks or drafts received in payment for loss or damage under any such insurance policy.
- 10. RISK OF LOSS, Lessee hereby assumes the entire risk of loss, damage or destruction of the Equipment from any and every cause whetacever during the term of this lease and thereafter until redelivery to Lessor. In the event of loss, damage every cause whatsoever during the form of this lease and thereafter until redelivery to Lessor, in the event of loss, damage or destruction of any them of Equipment, Lessoe at its expense (except in the extent of any proceeds of insurance provided by Lessoe which shall have been received by Lessor as a result of such loss, damage or destruction) and at Lessor's option shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, or (b) pay Lessor the sum of all uncold remains and other obligations due by Lessoe to Lessor, descounted to present value at a discount rate DNA per annum, and the Reversionary Value as set forth on the face of this lease, or (c) replace such item with a Bite Rem acceptable to Lessor, in good condition and of equivalent value, which shall become properly of Lessor, included within the term "Equipment" as used harnin, and leased from Lessor herewith for the butance of the full term of
- 11. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATION. In the event Lessee falls to comply with any provision of this tease, Lessor shall have the right, but shall not be obligated to effect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by and all expenses of Lessor in effecting such compliance shall be deemed to be additional rental and shall be paid by Lessee at the time of the next monthly payment of

- y other payment hereunder when due and such failure continues for len (1-(b) Lessee or any Guaranto. Les insolvent or makes an assignment for the benefit of precitors, or (c) trustee, conservator or liquidation in Lessee or any Guarantor or of all or a.v. (cstandat part of its assets is appoin without the application or consent of Lessee or such Quarantor, or (1) a petition is filed by or against Less Guarantius under the Bankquertcy Code or any amendment thereto, or under any other insolvency law or laws or the relief of debtors, or (a) Lessee talls to pay when due any obligation to Lessor arising independently of this such failure continues for tan (10) days, or (f) Lessee breaches any other covenant, warranty or agreement here such breach continues for ten (10) days after written notice thereof.
- 13. REMEDIES. On the occurrence of any event of default Lettor may, without further coice to taskee and decretion, exercise any one or more of the following remedies: (a) declare Lessee's obligations hereunder immoand payable and recover as Republished dismages and not as a penalty an amount equal to: (i) all restats and c due as of the date of detault plus; (ii) the present value of all luture rents and other sums payable to Lessor disco rate of six percent (9%) per annum plus; (iii) reasonable attorney's fees equal to twenty-the percent (29%) of all (but not less than \$300.00); plus (iv) the then fair market value of the Equipment which the parties signifies at onary Value" as set forth on the face of this lease; less (v) any het proceeds of the disposition of the E pius (vi) di expenses es are incurred in repossession, rental, repair, retarbitament, salzure, storage, salo or refer Equipment or disposition of other collateral and any charges, costs, expenses, interest or penalties property a against Lessee pursuant to the provisions of this tense or any other agreement(s) between the particulty p appropriate court action or actions either at law or in equity, to entorce performance by Lessee of the applicable and some of this lease or to inconver damages for breach thereof; (c) make demand on Lessee to assemble the (and any other collaboral as security for this lease, whereupon Lessee shall immediately assemble the Equipment collaboral and make it available at a place designated by Lessor which is within the State wherein the Equipment originally delivered to Lessee; (d) terminate this lease and take possession of the Equipment and any other coll or without notice to Lessee, and without order of the court or other legal process, and without founding any Lessee for any damages incurred by reason of such taking. LESSEE HERLERY WAIVING ANY AND ALL RU PROCE NOTICE AND TO A JUDICAL HEARING WITH RESPECT TO REPOSSESSION OF THE EQUIPM OTHER COLLATERAL BY LESSOR, (c) lesses said Equipment for a larm and metal which may be less than, a OTHER COLLATERAL BY LESSOR; (a) lease said Equipment for a larm and mental which may be less fixin, a greater than the rent and term herein, or use the Equipment or sail or otherwise dispose of the Equipment 6, credit, and upon such terms as Lessor may determine, then of any rights of Lessoe. TO SECURE LESSOR'S HEREUNDER, LESSEE AND ALL GUARANTORS HEREBY EMPOWER AND ARTHORIZE ANY ATTOI APPEAR FOR THEM BEFORE ANY COURT HAVING JURISDICTION, AND AFTER ONE OR MORE DECLA FILED, COMPESS JUDGMENT AGAINST THEM, ETHER JOINTLY OR SEVERALLY, FOR THE FILLI AMOUN HEREUNDER (WHETHER BY NORMAL MATURITY OR ACCELSPATION), PLUS INTEREST, COURT CO ATTORNEY'S FEES OF 25% (BUT NOT LESS THAN \$300) OF THE AMOUNT DECLARED DUE, HEREBY ALL EXEMPTIONS. LESSEE AND THE GUARANTORS HEREBY AGREE THAT LESSOR HAS NO DUTY TO DAMAGES HEREUNDER BY FIRST TAKING ACTION TO RECOVER, SELL OR RE-LEASE THE EQL EXERCISE ANY OTHER RIGHT OR REMEMBY WHICH MAY BE AVAILABLE TO IT UNDER THE LOC OR AN APPLICARS IT ANY OTHER RIGHT OR REMEMBY WHICH MAY BE AVAILABLE TO IT UNDER THE LOC OR AN APPLICARS IT ANY. APPLICABLE LAW. The exercise of any of the foregoing remedies by Lessor shall not constitute the terminal tesse unless Lessor notifies Lessoe in writing. No failure or delay on the part of Lesson to exercise any right (hereunder shall operate as a waiver. No express or implied waiver by Lessor of any default shall conside a wai other default by Lessee or waiver of Lessor's rights. No remedy referred to in this section 13 is intended to be but each shall be considere and concurrent to the extent permitted by Lew, and shall be in addition to any offer red to above or otherwise available to Lessor at law or in equity.
- 14. LATE CHARGES. Upon the faiture of the Lessee to pay within ten (10) days any restal or other sum due lease, Lessee shall also pay a late charge in the amount of 10% of such definquent rent or other sum due, exceed the maximum allowed by law.
- IS. ASSIGNMENT NOTICE OF INTENDED ASSIGNMENT, LESSOR MAY WITHOUT LESSEPS CONSENT OR TRANSFER THIS LEASE OR ANY EQUIPMENT, RENT OR OTHER SUMS DUE OR TO BECO ON TRANSPERS AND INSUCH EVENT LESSOR'S ASSIGNATE OR TRANSFERRE SHALL HAVE THE RIGHTS, F PRIVILEGES AND REACTIOES OF LESSOR HEREUNDER. Lessee hereby acknowledges notice of Lessor's assignment of Lessor's interest in this lease and upon such assignment Lessee agrees not to assert, as guints assignment, any defense, actual, recoupment, claim or countentialists, that it may have against Lessor shother aris THE RESIDENT PROMOTED OF COMMINISAL LESSEE SHALL NOT ASSIGN THIS LEASE OR MAY INTERESTS HER AND SHALL NOT ENTER INTO ANY SUBLEASE WITH RESPECT TO THE EQUIPMENT COVERED WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.
- 16. RETURN OF PROPERTY. Upon the termination or expiration of this lease, or any extension thereof, the Levs. No. I UNIN OF PROPERTY. Upon the termination or explication of this lease, or any extension thereof, the Leiston forthwith deliver, freight prepaid, the Equipment to the Lesson at an address designated by Lasson complete an order and condition, reasonable wear and lear alone excepted. The Leases shall also pay to the Lesson such su be necessary to cover replacement for all demaged, broken or missing parts of the Equipment. If upon such explorations the Lesses does not immediately return the Equipment to the Lesson, the Equipment shall commune a and leased the returned and has lease shall observe the exception be extended indefinitely, as to the term at the same month subject to the right of either the Lesses or the Equipment to the Lesson so terminate the lease upon thirty (30) days written notice, we the Lesses shall forthwith deliver the Equipment to the Lesson as set forth in this Paragraph.
- 17. SECURITY DEPOSIT. Lessee agrees to make a security deposit in the amount, if my, set forth on the fa 17. SECURITY DEPOSIT. Lessee agrees to make a security deposit in the amount, if any, set forth on the fast of deliveny of the Englament, which security deposit Lessor may commisse the with other in its possession. Lessor, at its election, may apply the security deposit, or any portion thereof, to reinhouse Less sums paid by Lessor which under the terms of this lesse, are the obligation of Lessee, Industry the repair or reful of the Englament upon the expiration of the terms of this lesse, if Lessee falls to return the Englament returned to Lessor, whether Lessee's obligation to return the Englament returned to Lessor, whether Lessee's obligation to return the Englament around the Englament around to Lessor, whether Lessee's obligation to return the Englament around the term of this lesse and any horsely, provided Lessee has hattled at its obligations to Lessor, the security deposit, less any reductions a heavier, the first returned to the term of this lessee and any heavier, provided Lessee has hattled at its obligations to Lessor, the security deposit, less any reductions a heavier, the first returned to Lessee without interest. n, shall returned to Lessee without interest.
- 18. MISCELLANEOUS. This lease contains the entire agreement between the parties and may not be attered, a modified, terminated or otherwise changed except by a writing symed by an executive efforc of the Lessor. T shall be totrolling when accepted in writing by the Lessor and shall be governed by the larms of the state or executive office of the hotelor of the Lessor's interest in this lease. Lessoe agrees that id action or proceedings in Lessor or Lessoe hereunder, shall at Lessor's option, be brought in a court of competent jurisdiction in the state a In which is located the chief executive office of the holder of the Lesson's interest in this lesse. Lessee waives, it permitted by law, that by jury in any action between the parties. Lesson and Lessee lettered this to be a valid and : by any comment, and agree that no provision of this lease which may be deerned unenforceable while may any any other provision or provisions of this lease, as of which that remain in full force and elect, Any sorice, leten served herounder, shall be deemed sufficiently sent if sent by regular shall, postage proposid, addressed to the pradictsses contained heroon. This lease shall be blooking upon the parties, their successors, ingoir represents

Case 09-10816-RGM Claim 29-1 Filed 03/23/09 Desc Main Document Page 11 of

	15□
CERTIFICATE OF ACCEPTANCE (LEASE)	
LESSOR	EQUIPMENT LEASE NUMBER
PRIME BUSINESS LEASING, INC.	80-1942
8005 HARFORD ROAD	DATED
BALTIMORE, MD 21234-5701	August 1, 2006
	EQUIPMENT LEASE SCHEDULE NUMBER
DATE	DATED
August 1, 2006	
THIS CERTIFICATE REFERS TO AND IS PART O EQUIPMENT LEASE SCHEDULE NUMBER AS ST LESSEE, AND THE ABOVE NAMED LESSOR. The undersigned Lessee represents and acknowledges that as of the above.	ATED ABOVE, BETWEEN THE UNDERSIGNED, AS
All equipment (the "Equipment") described in the Lease was del The Equipment was inspected by or on behalf of the Lessee and	I found to be in good order and condition, in conformity with all
express warranties and representations of the manufacturer or sup	plier and with all specifications provided by Lessee.
The Lessee hereby authorizes Lessor to pay the manufacturer of less any agreed credit discount.	or supplier of the Equipment the involce amount for the Equipment,
 Lessor has made no representations or warranties regarding pe Equipment, including no warranties of MERCHANTABILITY OR FI implied. 	rformance, operation, quality, suitability or maintenance of the TNESS – FOR A PARTICULAR PURPOSE, either express or
The Lessee agrees to look solely to the manufacturer or supplie and expressly confirms that its obligations under the Lease are ab-	r of the Equipment respecting any claims, servicing or warranties, solute and unconditional. INITIALLESSEE
Lessee further confirms and acknowledges his unconditional ob claims of any kind against manufacturer or supplier of the equipme	ligation to continue prompt rental payments to Lessor regardless of Int.

THIS CERTIFICATE IS TO BE SIGNED IMMEDIATELY AFTER INSPECTION AND MUST BE RECIVED BY LESSOR WITHIN 72 HOURS AFTER DELIVERY AND INSTALLATION OF EQUIPMENT.

On-Site Sourcing, Inc.

PRIME BUSINESS LEASING, IN. 8005 HARFORD ROAD BALTIMORE, MARYLAND 21234 PHONE 410-285-6600 FAX 410-882-6857

LEASE NO.

LESSEE

On-Site Sourcing, Inc. 832 N. Henry Street Alexandria, VA 22314

VENDOR

DANKA

EQUIPMENT LOCATION:

On-Site Sourcing, Inc. 3343 Peachtree Rd., N.E., Suite 600 Atlanta, GA 30326

	DESCRIPTION: Model N	
Quantity	Description	Party Description of Major by D Va Dane
	Canon, ImageRimmer 45/0, Digital Copier w/ Q. Feed Unit Y2	3 Finisher w Buffer Pass E1, Multi PDL Printer Kit, DADF and Cassette
		Reversionary Value: \$1,121
SECURITY DEPOSIT	\$ <u>0.00</u>	Beginning Date
SCHEDULE OF PA	AYMENTS DURING ORIGINAL TERM OF LEASE	ADVANCE RENTALS PAYABLE AT THE SIGHING OF LE
Number of Months: 35	Monthly Payments \$ 346.70° "Plus Select Lice Text, If applicable	\$ 693.40 Representing the first month and last 1 month(s) rent
GUARANTY		TERMS AND CONDITIONS
understigment many his wellflied. The under registers worthor concrussment on any obligation may be enthrough by or for the benefit may be enthrough by or for the benefit Junisdiction of the Fractural or State counts for believe of the Lesson's Interest to this appeal for through believe any count healthy from, other placing or deversibly, for the assistantians), plan between count orders compilens. The LIADERSCHED TEST ENTER INTO THIS LEASE AND ENCOL LEASE AND ACROSEST TO SEE EXCLUDE.	I beach whole the twee, including all militarity's feels and other expenses due payment on demand of the eight believes of Leaves's obligations if Leaves registing Leaves's objective if Leaves registing Leaves's to proceed against Leaves on the beared Englishmen, The set beared Englishmen, The set beared and of all other motions or desirently of any deal to identify an off any deal to the whole and the other payment of accordancy for the state of the deal which the beart accordancy for any englishmen provided the state of the deal and country in which is included the other section, and any englished or of beart and every five which is included the other section of a leave and over Country in which is included the other sections and entry of Country the state of the other and energy Country to the other and energy Country the state of the state of the other and energy Country the state of the state of the other and energy Country that the test of the state of the sta	4. LEASE, TERM, RISPIAL: Lussor hardly issues to Leave and Laures hardly site from Leave described flowe (hardless). And it explains explain, addition, addition, addition, attackments and accessoris the "Englightenis", on istrain and considers set both above and halos and confinence in both sections to the "Englightenis". On istrain and considers set both above and halos and confinence in the reviews did term included above, optimizating on the disk the "Constitution control than the "I the "English of the property of the did the "Constitution of the third than the population of the observation of the property of the did the constitution of the property of the property of the property of the property of the control of the property of the property of the property of the control of the property of the control of the property of the p
SIGNATURE	(NO TITLE)	LESBOR'S ASSIGNED SHALL NOT BE LABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSION OR HATHER CAUSED DIRECTLY ON HOMBELT MY MAY EQUIPMENT USED HERBURDED ON THE FALLERS OF OPERATION THEREOF, OR THE FALLERS OF OPERATION THEREOF, OR THE REPAIRS, ADJUSTMENT THEREOF, OR BY ANY DELAY OR FALLERS TO PROVIDE MY THEREOF INTERREPTION OF SERVICE ON LOSS OF USE THEREOF OR FOR ANY LOSS OF MISSIEST WHATEDEVER, AND HOMBELY CAUSED, NO REPRESENTATION OF WAVENINGS.
Personal Qua	(NO title)	INTERPRETATION OF SERVICE ON LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS ON HAM BEEN ANY OF LESSEE'S DELIGIATION OF SERVICE VENDORS SHALL THE VENDORS SHALL THE MATTER BY THE VENDORS SHALL BE BRIDING ON THE LESSOR HOR BHALL THE SUCH RELIGIBLE LESSOR HOR BHALL THE SUCH RELIGIBLE LESSER OF OR IN ANY WAY APPECT ANY OF LESSEE'S DELIGIATIONS FO THE LESSER FOR THE VENDORS SHALL BE BRIDING ON THE LESSER OF THE VENDORS SHALL BE BRIDING ON THE LESSER OF THE VENDORS OF THE
Personal Gua	rateor (NO IIICE)	LESSOR: PRIME BUSINESS LEASING, INC.
	GEGERT AND ACCEPTANCE OF LEASED EQUIPMENT	SIGNATURE BY John 16 Commelly DATE 2/1
Lesses hamby actnowledges months of 9	he Equipment described in its loose with Ledwor (the "Equipment") and accepts	TITLE Vice President
the Soutement star full inspection thereof	50 L	LESSEE: On-Site Sourcing, Inc.
SIGNATURE X	CEO	SIGNATURE DATE /-
TITLE	<u> </u>	TITLE CFO.
DELIVERY DATE	February 15, 2006	THIS IS A NON-CANCELABLE LEASE FOR THE TERM MOICATED ABOV

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS, WHICH ARE PART OF THIS LEASE.

IMPORTANT: VENDOR AND ITS REPRESENTATIVE ARE NOT A OF THE LESSOR.

Case 09-10816-RGM Claim 29-1 Filed 03/23/09 - Deso-Main Document - Fage 13 of

PROPERTY CAUSED BY THE EQUIPMENT WHETHER ARSING DATA THE MEGLIGENCE OF THE LESSOR OF BAPOGED BY LAW. MIPOGRAMT: Vendor and its representations ... Let the agents of Lessor. Hether Vendor sor its representations are visited to the property of the Terms and Conditions. Lessor does not warrant metri-harbidity or Stress for may perforably use of Septement and districtions may continue the Septement in the dise despite destilists son with Equipment for any reason. If the Equipment is not properly installed, does any operate as represented or translated by the Vendor, or is usualistication for any reason, Lessor seems, simpled or estations, Lessor as represented or translated by the Vendor, or is usualistication for any reason, Lessor seems makes any data on account thereof solely for the purpose of making and processing any such claims any injust it may take agents to be steph to Lessor solely for the purpose of making and processing any such claims any injust it may take yeards for translated warranty or representations respecting the Equipment LESSER MAS BEEN INFORMED THAT LESSER MAY HAVE RIGHTS LENDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE EQUIPMENT AND HAS BEEN ADVISED BY LESSOR TO CONTACT THE VENDOR OR SUPPLIES FOR A DESCRIPTION OF SUCH RIGHTS. Melegistanding my fixes that may be paid to Vendor or any agent of Vendor is an agent of Lessor and that neither the Vendor nor my agent of the Vendor is an agent of Lessor and that neither the Vendor nor the agent to supplies that neither the Vendor nor any agent of the Vendor is an agent of Lessor and that neither the Vendor nor any agent of the Vendor is an agent of Lessor.

IL LESSEE AGREED THAT THIS LEASE SHALL IN ALL RESPECTS BE CONSIDERED UNDER THE UNIFORM COMMERCIAL DODE, ARTICLE 2A AS A TIMANCE LEASE' SINCE LESSOR IS NEITHER THE VENDOR OR EUPPLER OF THE EOLIPHICAT HAS PARTICIPATED IN THE SELECTION OF THE EOLIPHICAT OR THE VENDOR OR REPLIED. LESSEE HEREBY WANDES ALL RIGHTS AND REMEDES LUNDOR ARTICLE 2A SECTIONS ON THROUGH EZ, INCLUSIVE, OF THE UNIFORM COMMERCIAL CODE, MOLLIDING BUT NOT LIMITED TO, THE RIGHT TO REPUBLIED OR CANCEL THIS EOLIPHICAT. AND THE RIGHT TO REVOKE ACCEPTANCE OF THE EQUIPMENT, IN THE VEND THAT LESSEE SHALL BE AUXILOGED TO, SE ENTITLED TO REVOKE ACCEPTANCE OF THE EQUIPMENT, LESSEE SHALL INDEMNEY LESSOR FOR ALL PARTIETS HADES BY LESSOR TO THE VENDOR OR THE SUPPLIER OF THE EQUIPMENT, WITH INTEREST AT THE HOLEST LEGAL RATE.

4. LESSOR TERMINATION REPORTS EQUIPMENT ACCEPTANCE. If within 90 days from the date Leasor orders the Equipment, same has not been definited, installed and accepted by Lessoe (in form stall-factory to Lessor) Lessor may on 10 days writter notice to Leason terminate this tense and its obliquition to Lessoe. Lessor shall, upon such termination, be released two any and of biblity to the Lesson.

S. TITLE Leasur shall at all times rotate file to the Equipment. All documents of 68s and evidences of delivery chall be delivered to Leasur. Leasure shall not change or remove very insignise or lettering which is on the Equipment at the time of delivery thereof, or which is themselve placed between, indicating Leasur's conventity timesot, and at very line during the faam sum, upon respect of Leasure Leasure shall still to the Equipment in a promisent place labels, plane or other markings supplied by Leasur stating that the Equipment is evened by Leasur. Leasure hereby sufferings Leasure for the transfer or markings supplied by Leasure or a copy thereof to say fileanching statements with respect to any security interest granded between the secretary statement in the same of Leasure and the United Statement and Leasure hereby appoints Leasure, the places of the Leasure and Leasure and the equipment is sufficient, agents and attorneys as Leasure's leasure's fact with toll archority to sign any such themselves to the engineers of the places of the leasure of Leasure as recognized to generate the part of the leasure shall be edited Leasure's leasure and extend to generate the first statement of the leasure shall be edited to the edition from the filling costs and agrees to pay or relucionary Leasure for any distinguish Leasure shall be edited to the leasure shall be edited to the leasure shall be edited to the leasure of the leasure shall be edited to the leasure shall be expected and deferre to Leasure, upon Leasure and the leasure regions for addition for a confirmation or perfection of Leasure rights hereunder. Chieses otherwise agreed in untiling Leasure shall have no right to purchase or otherwise acquire to be or ownership of any of the Equipment.

6. CARE AND USE OF EQUIPMENT, Lesses shall resistant be Equipment to good operating condition, repair and appearance and protect the same from deterioration other from normal search all sact, shall list good give the emitting consists of hashests origin, efficient in the emitting country of his house, configuration is made and the property of the foreign control of the Equipment, shall not make any equipments and rates with respect to the use, sorthwesters appearing or the Equipment of the Equipment (other than normal operating accessories or controls which shall what entire in Equipment became the property of the Lesson which shall not be unaccessably withhold, whill not to sife; the Equipment to make a change its stature to stall property or before, and agrees that the Equipment shall remain property at all financ, regardless of how standards or installed, shall long the Equipment at the localisat statum show and shall not not remove the Equipment will offer the control of Lesson, which shall not be unaccessably withhold. Lesson shall have the right during enough touch, users shall have the right during enough touch as one of the property of the property of the shall be controlled in order to inspect, observe or remove the Equipment or otherwise ground.

7. NET LEASE: TAXES, Leasure intends the rectar payments hereunder to be set to Lanzer and Leasure shall pay this sales, cole, purposed property, clarity, documentary and ad valorant leases, former and registrating fees, exactivenes, fees, persisting, and other charges imposed on the convertibility, possession or use of the Explanant during the term of the lease; statistics and other charges imposed on the convertibility and these (except Federal or State ned leasure) before research after report to the rectar payments between and study rejectives Leasor upon derivate for very treas paid by or advanced by Leasor, Leasure shall less of results in received therefore and shallow cooles to Leasor.

It. INCREMENTY. Leasure that and shoes hereby agree to indomnify and save Lessor its agents, officers, directors, explayers, converts, successors, and seeigns harmines against and from my all fability, demagns, or loss including reasonable counsel less, arising out of the community, palentins, possession, hearing, reasing, operation (inquirities of means, how and by whom operated) control test, condition featuring but not instead to based and other defaults whether or not decoverable by Lessons, maintaintents, defaulty and return of the Equipment. The indomnifies and obligations have provided shall confirm in fall force and effect potentialistics of the lesson.

6. BESUR/ANCE. Leaves shall keep the Equipment imposed against of risks of loss or damage from away cause whatepears is amounts determined by Leaver. The amount of such insparance shall be sufficient to that matter the Leaver are Leaves will be considered a co-insuran. Leaves sho that camp yields facility insurance, parameted algory and properly develope, covering the Equipment All such insurance and provide that tosses, if any, stall be payable to Leaver, and all auxil ability insurance are shall payable that tosses, if any, stall be payable to the covering an expected secundar. The providers for such insurance and deliver to Leaver establishment with payable as a result of leaver of demands to any term of the Equipment shall be applied to satisfy Leaver's obligations as set forth in Paragraph 10 before. Leaver havely appoints Leaver, as Leaver's attornay-in-fact to make claim to native payable as a set forth in Paragraph 10 before. Leaver havely attornately appoints Leaver's attornay-in-fact to make claim to native payable as a set forth have now policy.

19. RESK OF LOSS. Lessee hereby assumes the entire talk of loss, dismage or destination of the Equipment from any and every cause whitebooker during the term of this bears and thomselful unit redelivery to Lessor. In the event of loss, dismage or destination of any later of Equipment, Lessee at its expense purely in the activation and proposeds of insurance provided by Lessor as a result of each loss, dismage or destination) and at Lessor's option shall either (s) repair such term, returning it to its previous condition, etiless dismaged beyond repair, or (b) pay Lessor the year of all uspect restals and other obligations due by Lessor, the searc, discounted to present value at a decorate rate BN pay excess, and the Reversionity Value as set forth on the face of this issue, or (s) the search is Lessor, in good condition and of experiment value, which shall become properly of Lessor, included within the later 'Equipment' as used hereig, and lessed from Lessor hereigh for the belance of the fall later of this team.

11. PERFORMANCE BY LESSOR OF LESSEE'S CRUIGATION. In the event Lessee lais to comply with any provision of this lease, Lessor shall have the digit, but shall not be obligated to effect such compliance on behalf of Lessee upon ten (10) days prior writes notice to Lessee. In such event, all modes expended by and all expenses of Lessee in effecting much compliance shall be deemed to be additional ractal and shall be paid by Lessee at the first of the next monthly payment of mrt.

12. DEFAULT, if any on following ensures (sector as "event of default") shall occur, then to the extent per applicable lare, Lesson six.

1. The right to manuface any one or more of the remedies set forth in Paragraph 1.

1. Lesses of any Gustarior becomes bestvent or audion an assignment for the dynamic of orders, or (c) in this paragraph of the property of the p

13. REMEDER. On the construction of any event of detailst. Lessor may, without further notice to Lessee and it describes, esercise any one or more of the following remotient. (a) declare Lesson's obligations hereinder immediated payable and recover as figitalised detailings and not as a presely an account again in: (b) all residents and out the sale of the date of default place, (b) the present value of all shalls tracks and other sums payable to Lesson's and out the sale of the feater of default place, (b) the present value of all shalls tracks and other sums payable to Lesson shall not due to present ((5%) per annum place, (0) reasonable all stranges less equal to territy-five percent ((2%)) of all a four act less than \$300.00; plus (by) the first fair market value of the Equipment which the parter effects of the feater less than \$300.00; plus (by) the first fair market value of the Equipment which the parter effects of the feater less than \$300.00; plus (by) the presents in the proposession, remail, report, relativishment, settlems, strape, set or relative (b) all appearance of a expension of other collected any charges, costs, suppares, infanced or penalise properly as appropriate count faction of actions either at law or in equity, to entire participated by there is the properly as and any other couldness of the account (entire of the state) of the equipment of this beads or to recover demands to treats thereof to be made any other could and the collection of this lease, without payable participated by Lesson by Lesses of the applicable or without default introduction by the state when it the Equipment of the collection and makes it available at a place designated by Lesson which its within the State when the Equipment or without default introduction and makes it as place designated by Lesson which its within the State when the Equipment or without default to Lesson and without housing any it Lesson for a properly as a place designated by Lesson which the State when the Equipment or other design and makes

14. LATE CHARGES, Upon the failure of the Lesson to pay within the (10) days any restal or other sum due pricesse, Lestone shall also pay a jate charge in the amount of 10% of such definquant rest or other sum due, is exceed the readment school by time.

15. ASSIGNMENT NOTICE OF INTERIORD ASSIGNMENT, LESSOR MAY WITHOUT LESSES CONSIDER, OR TRANSFER THIS LESSE OR MAY ECLEPHENT, RENT OR OTHER BLASS DIE OR TO SECON MERCHADOR, AND IN SUCH EVENT LESSOR'S ASSIGNE OR TRANSFERSE SHALL MAY THE RIGHTS, PREVILEGES AND REMADLES OF LESSOR HERELADER. Lesses havely actions organ action of cast of a second, as actions of the second as actions of the second as actions of the second actions of the s

15. RETURNS OF PROPERCY. Upon the acceptanton or explanton of the lease, or any automate formed, the Loss formed deliver, finight prepaid, the Explanent to the Leaser at an address designated by Leaser complete and condition, reasonable were and tox oldess accepted. The Leaser and condition, reasonable were and tox oldes accepted. The Leaser and also pay to the Leaser accepted to the condition, to cover replacement for all demanged, bridges or missing parts of the Explanent. It spon such explanation the Leaser and temperature of the condition of the Leaser, the Explanent that condition to and lease demanded and the condition of the Condition of

17. SECURITY DEPOSIT, Lesses agrees to make a accordy deposit in the automi, if any, set lattle leave, prior to the date of delivery of the Equipment, which accordy deposit Leaver way committed steely with other in its possession. Leaver, at he election, may apply the security deposit, or any potice bested, is nationally leaver as the objection of Leaver which neder he terms of this issue are the objection of Leaver, leavering the separation of the Equipment are taken to the condition by the tensor. Leaver which not be exhibited to any credit for its accordy deposit will such that as the Equipment areas on the explanation of the tensor of this security deposit will such that as the Equipment areas on the explanation of the tensor of this posit of the security deposit, and it is to the set of this posit of the security deposit, and the security deposit, and the security deposit, also say of the security deposit, and the security deposit, and the security deposit, less any deductions on hereof, state fractional to Leaver without interest.

(8. MISCELLANICOUS. This lease contains the write agreement between the perion and may not be altered, a modified, instituted or otherwise changed except by a veriling signed by an executive officer of the Leaser. The strail to thirding when propertied in writing-by the Leaser and sized be governed by the base of the state of it attached edition of the Indian of the Leaser's inforcest in this tense. Leaser agrees that all action or properties that Leaser's Leaser or Leaser are Leaser for Leaser, the state of the writing to the state and the color of the state and the color of the state of the sta

CERTIFICATE OF ACCEPTANCE (LEASE) ESSOR	EQUIPMENT LEASE NUMBER
PRIME BUSINESS LEASING, INC. 8005 HARFORD ROAD	DATED
BALTIMORE, MD 21234-5701	February 15, 2006 EQUIPMENT LEASE SCHEDULE NUMBER
February 15, 2006	DATED
	PART OF THE EQUIPMENT LEASE NUMBER AND THE R AS STATED ABOVE, BETWEEN THE UNDERSIGNED, AS

Case 09-10816-RGM Claim 29-1 Filed 03/23/09 Desc Main Desc

- All equipment (the "Equipment") described in the Lease was delivered to the Lessee and all necessary installation performed.
- The Equipment was inspected by or on behalf of the Lessee and found to be in good order and condition, in conformity with all express warranties and representations of the manufacturer or supplier and with all specifications provided by Lessee.
- 3. The Lessee hereby authorizes Lessor to pay the manufacturer or supplier of the Equipment the invoice amount for the Equipment, less any agreed credit discount.
- 4. Lessor has made no representations or warranties regarding performance, operation, quality, suitability or maintenance of the Equipment, including no warranties of MERCHANTABILITY OR FITNESS – FOR A PARTICULAR PURPOSE, either express or implied.
- 5. The Lessee agrees to look solely to the manufacturer or supplier of the Equipment respecting any claims, servicing or warranties, and expressly confirms that its obligations under the Lease are absolute and unconditional. INITIAL LESSEE
- 6. Lessee further confirms and acknowledges his unconditional obligation to continue prompt rental payments to Lessor regardless of claims of any kind against manufacturer or supplier of the equipment.

On-Site Sourcing, Inc.	BY Maruch
THIS CERTIFICATE IS TO BE SIGNED IMMEDIATELY AFTER	INSPECTION AND MUST BE RECIVED BY LESSOR WITHIN 72

THIS CERTIFICATE IS TO BE SIGNED IMMEDIATELY AFTER INSPECTION AND MUST BE RECIVED BY LESSOR WITHIN 72 HOURS AFTER DELIVERY AND INSTALLATION OF EQUIPMENT.

PURCHASE AGREEMENT

RE: Lease #

Upon the expiration of the original lease term, provided all rentals have been paid and Lessee is not in default under the terms of the lease, Lessor has agreed to sell to Lessee, at Lessee's option, all, but not less than all, of the Equipment described in the lease agreement dated 2/15/2006 between Lessor and Lessee for the sum of \$1,121.43, its then fair market value, plus any applicable taxes.

Lessee hereby exercises his option to purchase the Equipment and agrees to pay Lessor the purchase price on the expiration date of the Lease.

The purchase price set forth above shall constitute the Reversionary Value of the Equipment and shall be applicable for all purposes contemplated by the Lease as if set forth on the face thereof.

Lessor:

Prime Business Leasing, Inc.

Lessee:

On-Site Sourcing, Inc.

By: Brits Councilly

Bv:

Eastern District of Virginia Claims Register

09-10816-RGM On-Site Sourcing, Inc.

Judge: Robert G. Mayer

Chapter: 11

Office: Alexandria

Last Date to file claims:

Trustee:

Last Date to file (Govt): 08/03/2009

Creditor: (8808738)
Prime Business Leasing Inc.

Claim No: 29 Original Filed Date: 03/23/2009 Status: Filed by: CR

Amy K. Kline 35 Franklin Blvd Reisterstown, MD

Original Entered
Date: 03/24/2009

Entered by: Stewart, Sherri

il Entered Modified:

21136

Unsecured claimed: \$29682.53

Total claimed: \$29682.53

Total

History:

<u>Details</u>

29-1 03/23/2009 Claim #29 filed by Prime Business Leasing Inc., total amount claimed:

\$29682.53 (Stewart, Sherri)

Description:

Remarks: (29-1) sas

Claims Register Summary