UNITED STATES BANKRUPTCY COURT Eastern District of Virginia		PROOF OF CLAIM
Name of Debtor: On-Site Sourcing, Inc., et al	Case Number 90-1081	•
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of	f the case. A.r	
Administrative expense may be filed pursuant to 11 U.S.C. § 503. Name of Creditor (the person or other entity to whom the debtor owes money or property): Prime Business Leasing Inc. Name and address where notices should be sent: Amy K. Kline 35 Franklin Boulevard	claim im claim S	n.Number:
Reisterstown, MD 21136 Telephone number: (410) 526-9551	Filed on O	
Name and address where payment should be sent (if different from above):	Check thit anyone el relating to	is box if you are aware that se has filed a proof of claim by your claim. Attach copy of giving particulars.
Telephone number:		s box if you are the debtor in this case.
Amount of Claim as of Date Case Filed: \$ 29,682.53 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is entitled to priority item 5. If all or part of your claim is entitled to priority item 5. If all or part of your claim is entitled to priority item 5. If all or part of your claim is entitled to priority item 5. If all or part of your claim is entitled to priority item 5. If all or part of your claim is entitled to priority item 5. If all or part of your claim is entitled to priority item 6. If all or part of your claim is entitled to priority item 6. If all or part of your claim is entitled to priority item 6. If all or part of your claim is entitled to priority item 6. If all or part of your claim item 6. If all or part of your claim is entitled to priority item 6. If all or part of your claim item 6. If all or part of your claim item 6. If all or part of your claim item 6. If all or part of your claim item 6. If all or part of your claim item 6. If all or part of your claim item 6. If all	Priority any port	of Claim Entitled to under 11 U.S.C. §507(a). If tion of your claim falls in te following categories, to box and state the
☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		priority of the claim.
2. Basis for Claim: Equipment Lease (See instruction #2 on reverse side.)		support obligations under . §507(a)(1)(A) or (a)(1)(B).
3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested	to \$10,95 before fil petition of business,	alaries, or commissions (up 10*) earned within 180 days ling of the bankruptcy or cessation of the debtor's whichever is earlier – 11 507 (a)(4).
information. Nature of property or right of setoff:	plan – 11	ions to an employee benefit U.S.C. §507 (a)(5).
Value of Property:S Annual Interest Rate% Amount of arrearage and other charges as of time case filed included in secured claim, if any: S Basis for perfection:	purchase, or service	425* of deposits toward lease, or rental of property is for personal, family, or d use - 11 U.S.C. §507
Amount of Secured Claim: \$ Amount Unsecured: \$ 29,682.53_ 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		penalties owed to ental units – 11 U.S.C. §507
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	of 11 U.S	pecify applicable paragraph S.C. §507 (a)(). nt entitled to priority:
a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.	4/1/10 and e	e subject to adjustment on very 3 years thereafter with
If the documents are not available, please explain:	respect to ca the date of a	* -
Date: 3/20/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the croother person authorized to file this claim and state address and telephone number if different from the address above. Attach copy of power of attorney, if any. Amy K. Kline		FOR COURT USE ÖNLY

Penalty for presenting frailed that it is: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

On-Site Sourcing, Inc.

NGV 3 2005 2:28PM

Prime Business Leasing

PRIME BUSINESS LEASING, INC.

BALTIMORE, MARYLAND 21234 PHONE 410-285-6600 FAX 410-882-6857

8005 HARFORD ROAD

LEASE NO.

P. 2/3

80-1689

No.0214

LESSEE

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

VENDOR

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

EQUIPMENT LOCATION:

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

	DESCRIPTION: Model No., or other identification	
Quantity	Description	
1	Xerox 8830, Meter 202K, Copier w/7356 Scanner	
		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 Lessor to enter into this lease, the undersigned unconditionally quarantees to Lessor the prompt payment when due or at of Lesser's obligations to Lessor under this lease, including all attorney's fees and other expenses due by reason of Lesser's obligations to Lessor under this lease, including all attorney's fees and other expenses due by reason of Lesser's obligations to Lesser of Lesser's obligations it Lesser of Lessor of Lesser's obligations it Lesser of Lessor of Lesser's obligations it Lesser of Lessor of Lesser's obligations in Lesser of Lessor of Lesser's obligations in Lesser of Lesser's obligations are undersigned waves notice of acceptance hereof and of all other notices or demands of any land to which the undersigned waves notice of acceptance hereof and of all other notices or demands of any land to which the undersigned of any obligations hereunder. This is a continuing Quaranty and shall not be discharged or affected by death of the undersigned, shall not the heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. The undersigned consents to the purisaction of the Federal or State courts located in the state and county in which is located the other executive office of the folder of the Lessor's interest in this lease. Each and every Quarantin fereity authorities and atterment of the folder of the Lessor's interest in this lease. Each and every Quarantin fereity authorities and attempts a scenarion, plus histerest, court costs and attorneys' fees of 25% of the amount declared due, hereby walving at exemptions. The UNDERSIGNED REPRESENTS THAT THIS GUARANTY IS EXECUTED TO INDUCE LESSOR TO ENTER INTO THIS LEASE. AND EACH OF US REPRESENTS THAT THE RESERVANCE AND AGREES THAT NOTHING SHALL DISCHARGE OR SATISFY HS LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THIS LEASE.

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

CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED EQUIPMENT

Lessee hereby acknowledges receipt of the Equipment described in its lease with Lessor (the "Equipment") and accepts the Equipment after that inspection thereof as satisfactory for all purposes of the lease.

SIGNATURE	X	
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

1. LEASE, TERM, RENTAL: Lessor hereby leases to Lessee and Lessee hereby reris from Lessor the equipment described above (nerehafter, with all replacements, substitutions, additions, attachments and accessories, referred to as the "Equipment"), on terms and conditions set forth above and below and continued on the reverse side hereof, for the term indicated above, commencing on the date (the "Commencement Date") that the Equipment is accepted by the Lessee and continuing thereafter until terminated as provided for herein. Unless otherwise provided herein, the monthly payments shall be payable on the corresponding day of each month thereafter, in the amount stated above, until the total rerit and all other obligations of Lessee shall have been paid in full. All payments of rent shall be made to the Lessor at a such other place as Lessor may designate in writing. Lessee hereby authorizes Lessor to insert in this lesse the serial numbers and other identification data of the Equipment when determined by Lessor.

2. PURCHASE AND ACCEPTANCE: NO WARRANTIES. Lessee requests Lessor to purchase the Equipment from the
vendor and arrange for delivery to Lessee at Lessee's expense. Lessor shaft have no responsibility for delay of rature of
vendor to fill the order for the Equipment. THE LESSEE REPRESENTS THAT LESSEE MS SELECTED THE
COUPMENT LEASED HERSENOER PRICE TO HAVINGS REQUESTED THE LESSOR TO PRICINGS THE SAME
FOR LEASING TO THE LESSEE, LESSOR HAS NOT SELECTED OR PARTICIPATED IN THE SELECTION OF THE
EQUIPMENT OR THE VENDOR OR SUPPLIER OF THE FOURMENT, OR SUPPLIED THE EQUIPMENT, AND
LESSEE AGREES THAT THE LESSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF
ANY KIND OR MATURE, DIRECTLY OR MODIFICATLY, EXPRESS OR IMPLIED, AS TO ANY MATTER
WHATSOCKPE, INCLUDING THE SUTFABILITY OF SUCH EQUIPMENT, ITS DURABILITY, TIS FITNESS FOR ANY
PARTICULAR PURPOSE, ITS MERCHANTABLITY, ITS CONDITION, AND/OR ITS QUALITY, AND AS BETWEEN
LESSOR'S ASSIGNEE SHALL NOT BE LABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OR THE FAILURE OF OPERATION THEREOF, OR THE RESEOR OR
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ANTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE
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FOR THE REVENCE AND THE BRACHER BY THE VENDOR SHALL BE BROWN ON THE LESSOR FOR SHALL THE BRYACH OF
FOR THE REVENCE AS SEC FOR MANY CASE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE
FOR THE REVENCE AS SEC FOR ANY OF LESSEE OBLIGATIONS TO THE LESSOR AS SET
FORTH HEREOF.

LESSOR: PRIM	E BUSINESS LEASING, INC.	
SIGNATURE LESSOR	By Brit Cornelly	DATE 11/15/200
TITLE	Vice President	
LESSEE: On-	Site Sourcing, Inc.	
SIGNATURE LESSEE	y Illustich	DATE / L3- & 5
TIŢLE	THIS IS A NON-CANCELUBILE LEASE FOR THE TERM	NINDICATED ABOVE.

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.

- LESN 0.9 . 3 . 2005 NX 2:29 P Misterion P rime Business Lessor. Nether Vendor and its representatives are n representatives can waive, very or after any of the Terms and Conditions. Le. ... does not warrant merchantability or fitness for any particular use of Equipment and disclaims any other warranty express, implied or statutory. Lesso payments will be due despite dissatisfaction with Equipment for any reason. If the Equipment is not properly installed, does not operate as represented or warranted by the Vendor, or is unsatisfactory for any reason. Essee shall make any claim on account thereof solely against the Vendor and shall nevertheless pay Lessor at rent psyable under his lease. Lessor agrees to assign to Lessee solely for the purpose of making and prosecuting any such claims any rights it may have against the Vendor for breach of warranty or representations respecting the Equipment. LESSEE HAS BEEN APPORTED THAT LESSEE MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING LESSORS PECHASE OF THE EQUIPMENT AND HAS BEEN 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, Lessee understands and agrees that neither the Vendor nor any agent of the Vendor or its an agent of Lessor and that neither the
- 3. LESSEE AGREES THAT THIS LEASE SHALL IN ALL RESPECTS BE CONSIDERED UNDER THE UNFORM COMMERCIAL CODE, ARTICLE 2A AS A TRANCE LEASE SINGE LESSOR IS NOTHER THE VENDOR OR SUPPLER OF THE EQUIPMENT NOR PRATICIPATED IN THE SELECTION OF THE EQUIPMENT OR THE VENDOR OR SUPPLIER. LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES UNDER ARTICLE 2A SECTIONS 508 THROUGH 522, INCLUSING, OF THE UNFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO REPUDIATE OR CANCEL THIS LESSE; THE RIGHT TO REJECT TENDER OF THE EQUIPMENT. AND THE RIGHT TO REVOKE ACCEPTANCE OF THE EQUIPMENT. IN THE EVENT THAT LESSEE SHALL BE ADJUDGED TO BE ENTITLED TO REVOKE ACCEPTANCE OF THE EQUIPMENT, LESSEE SHALL INDEMNIFY LESSOR FOR ALL THE HIGHTEST 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 Lessee (in form satisfactory to Lessor), Lessor dayon to days written notice to Lessee terminate this lease and its obligation to Lessee. Lessor shall, upon such termination, be released from any and all liability to the Lessee.
- 5. TITLE Lessor shall at all times retain title to the Equipment. All documents of title and evidences of delivery shall be delivered to Lessor. Lessee shall not change or remove any insignition of tellering which is on the Equipment at the time of delivery thereof, or which is thereefaer placed thereon, indicating Lessor's ownership thereof, and at any time during the leader term, upon request of Lessor, Lessee shall efficiently essor's before a prominent place labels, plates or other markings supplied by Lessor stating that the Equipment is owned by Lessor. Lessee hereby authorizes Lessor to file this lease or a copy thereof or any financing statements with respect to any security interest granted hersunder or any other agreement between the parties in any state or jurisdiction within the United States and Lessee hereby appoints Lessor, its officers, agents and attorneys as Lessee's attorney-in-fact with full authority to sign any such financing statements or other instruments in the name of Lessee's attorney-in-fact with full authority to sign any such financing statements or other instruments in the name of Lessee's attorney-in-fact with full authority to sign any such financing statements or other instruments in the name of Lessee's accessary or required to perfect Lessor's and agrees to pay or reimburse Lessor for any filling, recording, stamp fees, or taxes arising from the filling or recordation of any such instrument or statement. Lessee shall, at its expense protect and defend Lessor's title all at times keeping the Equipment free from all iens and claims whistoewer except for hose created by or arising hrough Lessor, and shall give Lessor immediate written notice thereof and shall indemently Lessor from any loss caused thereby. Lessee shall execute 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 herounder. Unless otherwise gened in writing Lessee shall have no right to pur
- 6. CARE AND USE OF EQUIPMENT. Lessee shall maintain the Equipment in good operating condition, repair and appearance and prolect the same from detorioration other than normal wear and lear, shall use the Equipment in the cordinary course of business only, within its normal capacity without abuse and in a manner contemplated by the Vendor, shall comply with the less, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment, shall not make any modification, afteration, or addition to the Equipment (other than normal operating accessories or controls which shall when added to the Equipment become the property of the Lessor) without the remainded shall not be unreasonably withheld, shall not so affect the Equipment to really as to change its nature to real property or totare, and agrees that the Equipment shall remain personal property at all times, regardless of how attached or installed, shall know the consent of Lessor, which shall not be unreasonably withheld. Lessor shall have the right during normal hours, upon reasonable prior notice to the Lessee and subject to applicable laws and regulations to enter upon the premises where the Equipment is located in order to inspect, observe or remove the Equipment or chierwise protect lessors intered!
- 7. NET LEASE: TAXES. Lessee intends the rental payments harounder to be nel to Lessor and Lessee shall pay altisples, use, exists, personal property, stamp, documentary and ad valorum taxes, license and registration fees, assessments, fines, penalties, and other charges imposed on the ownership, possession or use of the Equipment during the term of this lesse; shall pay all taxes (accept Federal or State nel income taxes imposed on Lessor) with respect to the rental payments hereunder and shall relimburse Lessor upon demand for any taxes paid by or advanced by Lessor. Lessee shall file all returns required thereof and furnish copies to Lessor.
- 8. INDEMINITY. Lessee shall and does hereby agree to indemnify 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, renting, operation (regardless of where, how and by whom operated) control use, condition (including but not limited to latent and other defects whether or not discoverable by Lessee), maintenance, delivery and naturn of the Equipment. The indemnifies and obligations herein provided shall continue 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 not Lessee with be considered a co-insurer. Lessee also shall carry public fability insurance, personal injury and properly damage, covering the Equipment. All such insurance shall provide that losses, if any, shall be payable to Lessor, and all such lability insurance shall include Lessor as named insured, Lessee shall pay the premiums for such insurance additive 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 term of the Equipment shall be applied to satisfy Lessee's obligations as set forth in Paragraph 10 below. Lessee hereby irrevocably appoints Lessor, as Lessee's altomey-in-fact to make claim to receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.
- t0. RtSK OF LOSS, Lessee hereby assumes the entire risk of loss, damage or destruction of the Equipment from any end every cause whatsoever during the term of this lesse and herealler until redelivery to Lessor. In the even of loss, damage or destruction of any item of Equipment, Lessee at its expense (except in the extent of any proceeds of insurance provided by Lessee which shall have been received by Lessor as a result of such loss, damage or destruction) and at Lossor'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 unpaid rentals and other obligations due by Lessee to Lessor, discounted to previous value at a discount rate 6% per annuar, and the Reversionary Vatue as set forth on the face of this lease, or (c) replace such item with a like item acceptable to Lessor, in good condition and of equivatent value, which shall become property of Lessor, included within the term "Equipment" as used herein, and leased from Lessor herewith for the belance of the full term of this lease.
- 11. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATION. In the event Lessee fails to compty with any provision of this lease, Lessor shall have the right, but shall not be obligated to effect such compilance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all morries 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 rent.

- 13, REMEDIES. On the occurrence of any event of default Lessor may, without further notice to Lessee and in its sole discretion, exercise any one or more of the following remedies: (a) declare Lessee's obligations hereunder immediately due le and recover as liquidated damages and not as a penalty an amount equal to: (i) all rentals and other sums due as of the date of default plus; (ii) the present value of all future rents and other sums payable to Lessor discounted at a rate of stx percent (5%) per annum plus; (iii) reasonable atomeys less equal to wearly live percent (25%) of all sums oue; (but not less than \$300,00); plus (iv) the then fair market value of the Equipment which the parties stipulate shall be the Reversionary Value" as set forth on the face of this lease; less (V) any net proceeds of the disposition of the Equipment plus (vi) all expenses as are incurred in repossession, rental, repair, refurbishment, seizure, storage, sale or reletting offne Equipment or disposition of other collateral and any charges, costs, expenses, interest or penalties properly assessable against Lesses pursuant to the provisions of this lesse or any other agreement(s) between the parties(b) proceed by appropriate courf action or actions either all law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this lease or to recover damages for preach thereof, (c) make demand on Lessee to assemble the Equipment and any other collateral as security for this lease, whereupon Lessee shall immediately assemble the Equipment and other collateral and make it available at a place designated by Lessor which is within the State wherein the Equipment was originally delivered to Lessee; (d) terminate this lease and take possession of the Equipment and any other collateral with or without notice to Lessee and without order of the court or other legal process, and without incurring any liability to Lessee for any damages incurred by reason of such taking. LESSEE HEREBY WAYING ANY AND ALL RIGHTS TO PRIOR NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF THE EQUIPMENT OR OTHER COLLATERAL BY LESSOR; (e) lease said Equipment for a term and rental which may be less than, equal to or greater than the rent and term herein, or use the Equipment or sell or otherwise dispose of the Equipment for cash or gregate visituals and rein invest, or the bits of committee of sea or included also on the committee of conditions and the committee of any rights of Lessee. To Secure Lesson's Rights Heredunder, Lessee and Althorize any attorney to Appear for them before any court having jurisdiction, and after one or more declarations. HERENDER (WHETHER BY NORMAL MATURITY OR ACCELERATION), PLUS INTEREST, COURT COSTS AND ATTORNEYS FEES OF 25% (BUT NOT LESS THAN \$300.00) OF THE AMOUNT DECLARED DUE, HEREBY WAMING ALL EXEMPTIONS. LESSEE AND THE GUARANTOR'S HEREBY AGREE THAT LESSOR HAS NO DUTY TO MITIGATE ALL SZEMPTIONS. LESSEE AND THE GOVERNORS FIRSTED MARKET THAT LESSON HAS INCOUTT ON MINISTRE DAMAGES HEREUNDER BY FIRST TAKING ACTION TO RECOVER, SELL OR RE-LEASE THE EQUIPMENT, EXERCISE ANY OTHER RIGHT OR REMEDY WHICH MAY BE AVAILABLE TO IT UNDER THE UCC OR ANY OTHER APPLICABLE LAW. The exercise of any of the foregoing remedies by Lesson shall not constitute the termination of this lease unless Lessor notifies Lessee in writing. No faiture or delay on the part of Lessor to exercise any right or remedy hereunder shall operate as a waiver. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or waiver of Lessor's rights. No remedy referred to in this section 13 is intended to be exclusive, but each shall be cumulative and concurrent to the extent permitted by law, and shall be in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.
- 14. LATE CHARGES, Upon the faiture of the Lessee to pay within len (10) days any rental or other sum due under this lesse, Lessee shall also pay a late charge in the amount of 10% of such definquent rent or other sum due, but not to exceed the maximum aboved by law.
- 15. ASSIGNMENT NOTICE OF INTENDED ASSIGNMENT, LESSOR MAY WITHOUT LESSEE'S CONSENT, ASSIGN OR TRANSFER THIS LEASE OR ANY EQUIPMENT, RENT OR OTHER SUMS DUE OR TO BECOME DUE HEREUNDER, AND IN SUCH EVENT LESSOR'S ASSIGNEE OR TRANSFERE SHALL HAVE THERIGHTS, POWERS, PRIVILEGES AND REMEDIES OF LESSOR HEREUNDER. Lessoe hereby sechnolyedges notice of Lessor's intended assignment of Lessor's interest in this lease and upon such assignment Lessoe agrees not to esset, as against Lessor's essignee, any defense, setoff, recoupment, claim or counterclaim, that it may have against Lessor whether arising under this tessee transaction or otherwise. LESSEE SHALL NOT ASSIGN THIS LEASE OR ANY INTERESTS HEREUNDER AND SHALL NOT ENTER INTO ANY SUBLEASE WITH RESPECT TO THE EQUIPMENT COVERED HEREBY WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.
- 16, RETURN OF PROPERTY. Upon the termination or expiration of this lease, or any extension thereof, the Lessee shall forthwith deliver, freight prepaid, the Equipment to the Lessor at an address designated by Lessor complete and in good order and condition, reasonable wear and tear alone excepted. The Lessee shall also pay to the Lessor such sum as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment. If upon such expiration or termination the Lessee does not immediately return the Equipment to the Lessor, the Equipment shall continue to be held and lessed hereunder and this lesse shall thereupon be extended indefinitely as to the term at the same morthly rental, subject to the right of either the Lessee or the Lessor to terminate the lessee upon thing (30) days written notice, whereupon the Lessee shall forthwith deliver the Equipment to the Lessor as sat forth in this Paragraph.
- 17. SECURITY DEPOSIT. Lessee agrees to make a security deposit in the amount, if any, set forth on the face of this lesse, prior to the date of defivery of the Equipment, which security deposit tessor may commingle friety with other mories in its possession. Lessor, alike selection, may apply the security deposit, or any portion thereof, to reimburse Lessor for any sums paid by Lessor which under the terms of this lesse are the obligation of Lessee, including the repair or refurbishment of the Equipment upon the expiration of the term of this lesse, if Lessee faits to return the Equipment in condition required by this lesse. Lessee shall not be entitled to any credit for its security deposit until such time as the quipment has been returned to Lessor, whether Lessee's obligation to return the Equipment arose on the expiration of the term of this lesse or upon the occurrence of any event of default haraunder. Upon the termination of the term of this lesse and any renewals hereof, provided Lessee has fulfilled all its obligations to Lessor, the security deposit, less any deductions authorized hereit, shall returned to Lessee without interest.
- 18. MISCELLANEOUS. This lease contains the entire agreement between the parties and may not be attend, amended modified, terminated or otherwise changed except by a writing signed by an executive officer of the Lesson. This lease shall be binding when accepted in writing by the Lesson and shall be governed by the laws of the state of the chief executive officer of the holder of the Lesson's interest in this tease. Lessee agrees that at action or proceedings instituted by Lesson or Lessee hereunder, shall at Lesson's option, be brought in a court of competent jurisdiction in the state and county in which is located the chief executive officer of the holder of the Lesson's interest in this lease. Lessee waives, insofar as permitted by law, trial by jury in any ection between the parties. Lesson and Lessee intend this to be a valid and subsisting legal document, and agree that no provision of this lease, all of which shall remain in this force and effect. Anyois, intended to be served hereunder, shall be deemed sufficiently sent itsent by regular mail, postage prepaid, addressed to the party at the addresses contained hereon. This lease shall be binding upon the parties, their successors, legal representatives and assigns.

CERTIFICATE OF ACCEPTANCE (LEASE)

PRIME BUSINESS LEASING, INC.	EQUIPMENT LEASE NUMBER 80-1689	
8005 HARFORD ROAD BALTIMORE, MD 21234-5701	November 15, 2005 EQUIPMENT LEASE SCHEDULE NUMBER	
DATE 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.
- 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 MULLET LEADER
3,	81/10-00

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: 🏂 🎢

Bv:

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:

	n-Site Sourcing, Inc. 832 N. Henry St. Alex	andria, VA 22314
,	DESCRIPTION: M	odel No., or other identification
Quantity	Description	
3 .	Canon ImagePASS M3 Controller	
		Reversionary Value: \$ 1,432.50
		·
SECURITY DEPOSIT	\$ <u>0.00</u>	Beginning Date <u>April 15, 2006</u>
SCHEDULE OF PA	YMENTS DURING ORIGINAL TERM OF LE	ASE ADVANCE RENTALS PAYABLE AT THE SIGNING OF LEASE
Number of Months: 36	Monthly Payments \$ 438.35* *Plus Sales/Use Tax, if app	4
GUARANTY		Representing the <u>first</u> month and last <u>1</u> month(s) rent
COMICANTI		TERMS AND CONDITIONS
when due of all of Lessee's obligations to by reason of Lessee's default and the p defaults in any manner, without first re undersigned waives notice of acceptan undersigned may be antitied. The under release and/or compromise of any obligation affected by death of the undersigned, sha may be enforced by or for the benefit (juisdiction of the Federal or State courts the holder of the Lesson's interest in this poper for them before any court having them, either jointly or severally, for the acceleration), plus interest, court costs a comptions. THE UNDERSIGNED REP ENTER INTO THIS LEASE AND EACH LEASE AND AGREES TO BE BOUND B	rantor (NO TI	It Lesses mert. The which the search of the property of the state of the property of the property of the state of the property of the property of the state of the property of the property of the state of the property of the property of the state of
DATE	(101)	LESSOR: PRIME BUSINESS LEASING, INC.
	GEMENT AND ACCEPTANCE OF LEASED EQUIP	774 75 41 /
Lessee hereby acknowledges receipt of the Equipment after full inspection thereof	ne Equipment described in its lesse with Lessor (the "Equipment")	nd accepts
SIGNATURE *	Allestonh	LESSEE: On-Site Sourcing, Inc.
TITLE C	CFO /	SIGNATURE DATE 4/15/2006 LESSEE
DELIVERY DATE	April 15, 2006	TITLE CFO THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED ABOVE.

CERTIFICATE OF ACCEPTANCE (LEASE)

LESSOR
PRIME BUSINESS LEASING, INC.
8005 HARFORD ROAD
BALTIMORE, MD 21234-5701

EQUIPMENT LEASE NUMBER
80-1864

DATED
April 15, 2006
EQUIPMENT LEASE SCHEDULE NUMBER

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.

April 15, 2006

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.
- 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.

		<i>/</i>
On-Site Sourcing, Inc.	BY Hallen	

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 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.

Bv:

Bv:

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

LEASE NO.

80-1942

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	
1	Equitrac Professional Enterprise Edition Base	
1	Equitrac Professional EE: 25 Device Pack	
1	Equitrac Professional EE: Pro Services Pack, Incl. Customs, Remotes and T&B Interface	
19	PageCounter Professional Terminal	-
19 -	PageCounter Professional Wall Mount	
19	Equitrac Copier Cable - 12'	
1	Installation	
	Installation	Reversionary Value: \$ 5,5

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 Lessor to enter into this lesse, 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 obligations in Lessee and the payment on demand of the entire balance of Lessee's obligations if Lessee defaults in any menner, without first requiring Lessor to proceed against Lessee or the lessee Equipment. The undersigned walves notice of socoptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall brind the hera, administrators, representatives, successors and resigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. The undersigned consents to the jurisdiction of the Federal or State courts located in the state and county in which is located either chief executive office of the holder of the Lessor's interest in this lesse. Each and every Guarantor hereby atthortos any attorney-st-law to appear for them before any court having jurisdiction, and after one or more declarations field, confess judgment against them, either jointly or severally, for the unpaid balance then due hereunder (whether by normal maturity or by acceleration, plus interest, court costs and attorneys' fees of 25% of the amount declared due, hereby walving all excentions. The UNDERSIGNED REPRESENT THAT THIS GUARANTY IS EXECUTED INDICE LESSOR TO ENTER INTO THIS LEASE AND EACH OF US REPRESENTS THAT HE HAS READ THIS GUARANTY AND THIS LEASE AND EACH OF US REPRESENTS THAT HE HAS READ THIS GUARANTY AND THIS LEASE ON DEACH OF US REPRESENTED THAT THE PLAN READ THIS GUARANTY AND THIS LEASE ON DEACH OF US REPRESENTED THAT HE HAS READ THIS GUARANTY AND THIS LEASE ON DEACH OF

	Personal Guarantor	(NO TITLE)
SIGNATUR	Ξ	•
	Personal Guarantor	(NO TITLE)
SIGNATURE	=	
	Personal Guarantor	(NO TITLE)
DATE		

CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED EQUIPMENT

th Lassor (the "Equipment") and accepts ory for all purposes of the lease.

SIGNATURE

SIGNATURE

TITLE

DELIVERY DATE

8/1/2006

Beginning Date ____August 1, 2006

ADVANCE RENTALS PAYABLE AT THE SIGNING OF LEASE

<u>\$ 0.00</u>

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

TERMS AND CONDITIONS

1. LEASE, TERM, RENTAL: Lessor hereby lesses to Lessee and Lessee hereby rents from Lessor the equip described above (hereinafter, with all replacements, substitutions, additions, attachments and accessories, referred the "Equipment"), on terms and conditions set forth above and below and orditions on the reverse side hereof, ic term indicated above, commencing not the date (the "Commencement" Date") that the Equipment is excepted by Lessee and continuing thereafter until terminated as provided for herein. Unless otherwise provided herein, the mopeyments shall be payable on the corresponding day of each month thereafter, in the amount stated above, until the rent and at other obligations of Lessee shall have been paid in (id. All payments of rent shall be made to the Less its address or at such other place as Lessor may designate in writing. Lessee hereby suthorizes Lessor to insert is lesse the serial numbers and other identification data of the Equipment when determined by Lessor.

2. PURCHASE AND ACCEPTANCE: NO WARRANTIES. Lessoe requests Lessor to purchase the Equipment for Vendor and arrange for delivery to Lessaes at Lessoe's expense. Lessor shall have no responsibility for delay or table vendor to fin the order for the Equipment. This LESSEE REPRESENTS THAT LESSEE HAS SELECTED EQUIPMENT IN THE TESSEE HAS SELECTED EQUIPMENT LEASED HEREUNDER PRIOR TO HAVING REQUESTED THE LESSOR TO PURCHASE THE SEOR LEASENGE TO THE LESSOR TO PURCHASE THE SEOR LEASENGE TO THE LESSOR HAS MADE AND MAKES NO REARTIGNATED THE SELECTION OF EQUIPMENT OR THE VENDOR OR SUPPLIER OF THE EQUIPMENT, OR SUPPLIED THE EQUIPMENT, LESSEE AGREES THAT THE LESSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES ANY KIND OR NATURE DIRECTLY OR INDRECTLY, EXPRESS OR IMPLIED, AS TO ANY MAT WHATSOEVER, INCLUDING THE SUITABILITY OF SUCH EQUIPMENT, ITS DURABILITY, AND AS BETWING PURCHASE SECONDAY OF THE SUITABILITY OF SUCH EQUIPMENT, THE DUIPMENT "AS IS: LESSOR LESSOR, SASSIGNEE SHALL NOT BE LIABLE TO LESSEE LEASES THE EQUIPMENT "AS IS: LESSOR LESSOR SESSIONES SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HERSUNDER OR THE USE MAINTENANCE THEREOF, OR THE FAILURE OF OPERATION THEREOF, OR THE REPARS, SERVICE ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO "PROVIDE ANY THEREOF, OR ANY MATHEREOF, OR THE FAILURE OF OPERATION THEREOF, OR THE REPARS. SERVICE ADJUSTMENT THEREOF, OR THE VESTICE OR LOSS OF USE THEREOF OR THE VESTICE OR DAMA WHATSOEVER AND HOWSOEVER CAUSED, NO REPRESENTATION OR WARRANTY AS TO THE EQUIPM OR ANY OTHER MATTER BY THE VENDOR SHALL BE BINDING ON THE LESSOR NOR SHALL THE BREACH SUCH RELIEVE LESSEE OF OR IN ANY WAY AFFECT ANY OF LESSEES OBLIGATIONS TO THE LESSOR AS FORTH HEREIN. 2. PURCHASE AND ACCEPTANCE: NO WARRANTIES. Lessos requests Lessor to purcha

LESSOR: PRIME BUSINESS LEASING, IN

SIGNATURE

LESSOR

TITLE

Vice Fresident

LESSEE: On-Site Sourcing, Inc.

SIGNATURE

LESSEE

TITLE

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

LESSOR DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT WHETHER ARISING THROUGH THE NEGLIGENCE OF THE LESSOR OR IMPOSED BY LAW, IMPORTANT: Vendor and its representatives are not representatives can wake, vary or after any of the Terms and Conditions.

The presentatives can wake, vary or after any of the Terms and Conditions.

The presentatives can wake, vary or after any of the Terms and Conditions.

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The presentative can wake, vary or after any or the terms and Conditions.

The presentative can be despited the presentation of the present any reason. Lesses shall make any claim on account thereof solely against the Vendor and shall nevertheless pay Lessor at rent payable under this tease. Lessor against the Vendor to brach of warranty or representations respecting the Suppliment LESSEE HAS BERIN (NFORME)

THAT LESSEE MAY HAVE RIGHTS UNDER THE CONTRACT ENDEWCING LESSOR'S PURCHASE OF THE EQUIPMENT AND HAS BERN ADVISED BY LESSOR TO CONTACT THE VENDOR OR SUPPLIER FOR A DESCRIPTION OF SUCH RIGHTS, Nowthetandring any fees that may be paid to Vendor any agent of Lessor and that neither the Vendor nor ints agent to authorized to wake or after any spent of the Vendor is an agent of Lessor and that neither the Vendor or any agent of the Vendor or any agent of the Vendor. Lessor and that neither the Vendor nor ints agent to this tease.

3. 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 NEITHER 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 REMEDIES UNDER ARTICLE 2A SECTIONS 508 THROUGH SZI, INCLUSING, OF THE UNFORM COMMERCIAL CODE, NOLDING BUT NOT LIMITED TO, THE RIGHT TO REPUDIATE OR CANCEL THIS LEASE; THE RIGHT TO REJECT TENDER OF THE EQUIPMENT, AND THE RIGHT TO REPUDIA EXCEPTANCE OF THE EQUIPMENT, LESSEE SHALL INDEMNIEY LESSOR FOR ALL PAYMENTS MADE BY LESSOR TO THE VENDOR OR THE SUPPLIER OF THE EQUIPMENT, WITH INTEREST AT THE HIGHEST LEGAL RATE.

4. LESSOR TERMINATION BEFORE EQUIPMENT ACCEPTANCE. If within 50 days from the data Lessor orders the Equipment, same has not been delivered, installed and accepted by Lessoe (in form satisfactory to Lessor may on 10 days written notice to Lessoe terminate this lease and its obligation to Lessoe. Lessor shall, upon such termination, be released from any and at liability to the Lessoe.

5. TITLE Lessor shall at all times retain security 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 hereafter placed thereon, including Lessor's security interest thereof, and at any time during the lease term, upon request of Lessor, Lessoe shall afte to the Equipment in a prominent place labels, places or other markings supplied by Lessor. Expended the Lessor is the Equipment is secured by Lessor. Its essee hereby supplied by Lessor lesses hereby supplied by Lessor. Its efficient, agents and attorney at Lessoe hereby appoints Lessoe there appeared between the purities it any state or jurisdiction within the light of the perfect lessoe hereby appoints Lessor, its officers, agents and attorneys at Lessoe's incorrey-infact with full authority to sign any such financing statements or other instruments in the name of Lessor's lease documentation processing costs and agrees to pay or relyabures Lessoe stand at Lessoe's shall all to expense protein and deptend Lessor's interest at differs keeping the Equipment free from all less and claims whatsoever except for those created by or atising through Lessor, and shall give Lessor impedate written notice thereof and shall indemnify Lessor from my loss caused threely, Lessoe shall work and deliver to Lessor, upon Lessor's injoints hereunder, Lessoe has all the company or advisable for the confirmation or perfection of Lessor's lights hereunder.

6. CARE AND USE OF EQUIPMENT. Lessee 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 Vendox, shall comply with the lears, ordinarces, regulations, requirements and nates with report to the use, maintenance and operation of the Equipment, shall not make any modification, attendors, or addition to the Equipment (other than normal operation of Equipment, which shall when added to the Equipment become the property of the Lesson) without the prior written concent of Lesson, which shall not be unreasonably withheld, shall not so prime property at all times, requiredess of how attained or installed, shall keep the Equipment at the location shown and shall not remove the Equipment wither concent of Lesson, which shall not be unreasonably withheld. Lesson shall have the right during normal hours, upon reasonable prior notice to the Lessee and subject to applicable least and regulations to enter upon the premises when the Equipment is located in order to inspect, observe or remove the Equipment or otherwise protect lesson's themset.

7. NET LEASE: TAXES, Lessee intends the rental payments hereunder to be net to Lessor and Lessee shall pay all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, forcuse and reptaration fees, assessments, fines, penalties, and other charges imposed on the ownership, possession or use of the Equipment during the term of this lease; shall pay all taxes (purplet feddrad or State net income taxes imposed on Lessor) with respect to the rental payments hereunder and shall reinburse Lessor upon demand for any taxes paid by or advanced by Lessor. Lessee shall be all returns required thereof and furnish copies to Lessor.

d. INDEMNITY. Lesses shall and does hereby agree to indemnify and save Lessor its agents, officers, directors, employees, servants, successors, and assigns harmless against and from any at liability, damages, or loss including reasonable coursed fees, arising out of the commercial, selection, possession, leasing, renting, operation (regardless of where, how and by whom operation) counted uses, condition (including but not limited to leatent and other defects whether or not discoverable by Lessee), maintenience, delivery and return of the Equipment. The indemnities and obligations herein provided shall confinue in full force and effect individistancing termination of this lesse.

b. INSURANCE. Lessee shall loop the Equipment insured against all risks of loss or damage from every cause whatscever 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 size shall carry public labelity insurance, personal injury and properly damage, covering the Equipment. All such insurance shall provide that losses, if any, shall be payable to Lessor, and all such labelity insurance shall include Lessor as named insurance towerage required beyonder. The proceeds of such insurance deliver to Lessor satisfactory evidence of the insurance coverage required beyonder. The proceeds of such insurance payable as a result of loss or damage to any them of the Equipment shall be applied to satisfy Lessee's obligations as set forth in Paragraph 10 below. Lessee hereby irrevocably appoints Lessor, as Lessee's attorney-in-fact to make claim to roceive payment of and execute and endorse all documents; checks or drafts received in payment for loss or damage under any such insurance policy.

10. RUSK OF LOSS. Lessee hereby assumes the entire tisk of loss, damage or destruction of the Equipment from any and every cause whatsoever during the term of this lease and thereafter until nedelivery to Lessor. In the event of loss, damage or destruction of any item of Equipment, Lessee at its expense (accept) in the extent of any proceeds of insurance provided by Lessee 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 unpaid rentate and other obligations due by Lessee to Lessor, discounted to present value at a discount rate 6% per amount, and the Reversionary Value as set forth on the face of this lease, or (c) replace such item with a like item acceptable to Lessor, in good condition and of equivalent value, which shall become property of Lessor, included within the term Equipment as used herein, and eased from Lessor herewith for the balance of the full term of this lease.

11. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATION. In the event Lessee fails to comply with any provision of this lease, Lessor shall have the right, but shall not be obligated to effect such compliance on behalf of Lessee upon ter (10) days prior written notice to Lessee. In such event, all months expended by and all expenses of Lessor in effecting such compliance shall be deemed to be additional rental and shall be peld by Lessee at the time of the next monthly payment or rent.

12. DEFAULT. It any one of the following events (each an "event of default") shall occur, then to the extent peraphicable law, Lessor shall have the right to exercise any one or more of the remedies set forth in Paragraph. 1; Lessee fails to pay any retual by other payment thereunder when due and such failure continues for ten. (1) (b) Lessee or any Guaranto was insolvent or makes an assignment for the benefit of reducing, or (c) restoe, conservator or liquidate, or Lessee or any Guarantor or of all or a x-ibstantial part of its assets is appoint without the application or consent of Lessee or such Guarantor or (i) a petition is filed by or applied Lessee. Guarantor under the Bankruptoy Code or any amendment thereto, or under any other insolvency law or laws; profee reflect of debtors, or (e) Lessee tatis to pay when due any obligation to Lessor artising Independently of this such failure continues for ten (10) days, or (f) Lessee breaches any other covenant, warranty or agreement here such breach continues for ten (10) days after written notices thereof.

discretion, exercise any one or more of the following remedies; (a) declare Lessee's obligations hereunder imme and perpatite and perpatite and recover as liquidated damages and not as a penaty an amount equal to; (i) at rectast and other sort percent (8%) per annum plus; (iii) present value of all future rents and other service perpatit (8%) per annum plus; (iii) present value of all future rents and other service perpatit (8%) per annum plus; (iii) present value of all future rents and other service perpatit (2%) of a related and (but not less than \$300.00); plus (iv) the first perpetual of the text of this lease; less (v) any net proceeds of the deposition of other collateral and any charges, costs, expenses, interest or penalties properly a apainst Lessee pursuant to the provisions of this lease; ease (v) any net proceeds of the deposition of other collateral as security for this lease; and the court of other services and terms of this lease or any other agreement(s) between the patient(s)) perpropriate oout action or actions either at lew or in equity; to enforce performance by Lessee of the applicable and terms of this lease; and the court of other legal process, and without the patient(s)) perpropriate oout action or actions either at lew or in equity; to enforce performance by Lessee of the applicable and surprises out action or actions either at lew or in equity; to enforce performance by Lessee of the applicable and the first collateral and considered and make the place; (of) terminate this lease and take peacessant of the Equipment of the first perfect of the virtual perfect of the perfect of the perfect of the virtual perfect of the perfect of th

14. LATE CHARGES. Upon the fedure of the Lessee to pay within ten (10) days any rental or other sum due lease, Lessee shall also pay a late charge in the amount of 10% of such delinquent rent or other sum due, exceed the maximum allowed by law.

15. ASSIGNMENT NOTICE OF INTENDED ASSIGNMENT, LESSOR MAY WITHOUT LESSEE'S CONSENT, OR TRANSPER THIS LEASE OR ANY EQUIPMENT, RENT OR OTHER SUMS DUE OR TO BECO HEREUNDER, AND IN SUCH EXEMT LESSOR'S ASSIGNED OR TRANSPERGE SHALL HAVE THE RIGHTS, I PRIVILEGES AND REMEDIES OF LESSOR HEREUNDER. Lessee hereby advanted open size assignment of Lessor's interest in this lease and upon such assignment Lessee agrees not to asset, as against assignment, and the size of the second production of the size of the second production of otherwise. LESSEE SHALL NOT ASSIGN THIS LEASE OR MY INTERESTS HER AND SHALL NOT ENTER INTO ANY SUBLEASE WITH RESPECT TO THE EQUIPMENT COVERED WITHOUT LESSOR'S PROOR WRITTEN CONSENT.

18. RETURN OF PROPERTY, Upon the termination or expiration of this lease, or any extension thereof, the Les forthwith deliver, freight prepaid, the Equipment to the Lessor at an address designated by Lessor complete an order and condition, reasonable wear and tear alone excepted. The Lessoe shall also pay to the Lessor such su be necessary to cover replacement for all damaged, broken or missing parts of the Equipment. If upon such any termination the Lessee does not immediately return the Equipment of the Lessor, the Equipment shall continue to and leased hereunder and this lease shall thereupon be extended indefinitely, as to the term at the same month subject to the right of either the Lessoe or the Lessor to terminate the lease upon thirty (3t) days written notice, we the Lessoe shall forthwith deliver the Equipment to the Lessor as set forth in this Paragraph.

17. SECURITY DEPOSIT. Lessee agrees to make a security deposit in the amount, if any, set forh on the falease, prior to the date of delivery of the Equipment, which security deposit Lessor may commingle freely with othin its possession. Lessor, at its election, may apply the security deposit, or any portion thereof, to reshipurse less sums paid by Lessor which under the terms of this lesse are the collegation of Lessee, including the repair or reful of the Equipment upon the expiration of the term of this lesse, if Lessee tats to return the Equipment in condition by this base, Lessee shall not be entitled to any oradit for its security deposit undi such time as the Equipment returned to Lessor, whether Lessee's obligation to return the Equipment area on the expiration of the term of this tesse and any the contracted of any event of default hereunder. Upon the termination of the term of this tesse and any hereof, provided Lessee has fulfilled all its obligations to Lessor, the security deposit, tess any deductions a herein, shall returned to Lessee without interest.

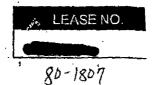
(8. MISCELLANIEOUS. This lease contains the entire agreement between the harties and may not be altered, i modified, terminated or otherwise changed except by a writing signed by an executive officer of the Lessor. I shall be thinding when accepted in writing by the Lessor and shall be governed by the laws of the state of executive officer of the hadder of the Lessor's interest in this lease. Lessee agrees that all adds on or proceedings in the Lessor or Lessoe hereunder, shall at Lessor's option, be brought in a court of competent jutistiction in the state a in which is located the other executive office of the holder of the Lessor interest in this lease. Lessee waiters, i permitted by laws that by jary in any action between the parties. Lessor and Lessors interest to be a valid and the particular officers and agree that no provision of this lease which may be deemed unenthrocated shall naily any any other provision or provisions of this lease, all of which shall remain in all force and direct. Any notice, then served hereunder, shall be deemed sufficiently sont it sent by regular mad, postage prepaid, addressed to the puradfersaces contained hereon. This lease shall be birding upon the parties, their successors, legal representates signs.

graduation of the state of the			
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 LEASÉ SCHEDULE NUMBER		
DATE	DATED		
August 1, 2006	DATED		
1145456 11 2000			
THIS CERTIFICATE REFERS TO AND IS PART OF	THE FOUIPMENT LEASE NUMBER AND THE		
	ATED 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 FIT implied.	NESS – FOR A PARTICULAR PURPOSE, either express or		
impieu.			
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 abs			
	- 		
6. Lessee further confirms and acknowledges his unconditional obligation to continue prompt rental payments to Lesser regardless of			
claims of any kind against manufacturer or supplier of the equipmen	nt. NITIAL / LESSEE		

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



LESSEE

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

VENDOR

DANKA

	,		
EQUIPA	KENT I	.OCA1	TON:

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

DESCR	RIPTION: Model No., or other identification
Quantity Description 1 Canon, ImageRunner 45 Feed Unit Y2	70, Digital Copier w/ Q3 Finisher w Buffer Pass E1, Multi PDL Printer Kit, DADF and Cassette
	Reversionary Value: \$1,121
SECURITY DEPOSIT \$ 0.00	Beginning DateFebruary 15, 2006
SCHEDULE OF PAYMENTS DURING ORIGINAL	L TERM OF LEASE ADVANCE RENTALS PAYABLE AT THE SIGNING OF LEA
Number of Months: <u>36</u> Monthly Payments \$ <u>3</u>	346.70* Steat/Use Tax, If applicable Representing the first month and last 1 month(s) rent
GUARANTY	TERMS AND CONDITIONS
then due of all of Leasur's obligations to Leasor under title lease, including all attorney y reason of Leasur's default and the physical on demand of the extile belance of y restore of Leasur's default and the physical on the extile belance of selected in any manner, without list requiring Leasor to proceed egainst. Leasure indications the may be extiled. The undereigned onesists in any extensions or dam indicational may be extilled. The undereigned consists to any extensions or readifications and the respective of any obligations between the new extensions or conditions stated by the term, administrators, representatively any be effected by destin of the undereigned, what between theirs, administrators, representationally be effected by the or for the benefit of any seeignes or exceeded of Leasor. The seasor is formed in the leasure. Each and every Guistrator hereby as absoluted by the or for the benefit of any prediction, and after one or prose decirations have, other ones and attempting, and after one or prose decirations have, other ones and attempting, and after one or prose decirations have, other ones and attempting and after one or prose decirations have, other ones and attempting wifee of 25% of the amount of nearestions. The UNICERSIGNED REPRESENT THAT THE GUARANTY IS DECLOTER WITH THIS LEASE AND EACH OF US REPRESENTS THAT IT HAS REAL EASE AND AGREES TO SE BOUND BY THEIR TERMS, AND EACH OF US UNDER COTHING SHAUL DISCHARGE OR SATISFY HIS LIABILITY HEREUNDER EXCEPT TO AYMENT OF THIS LEASE. SIGNATURE Personal Guarantor SIGNATURE Personal Guarantor	or the leased Equipment. The sense and the sense and the "Equipment"), on terms and conditions set forth store and continued on the revenue side serion granted to Leases and the sidens of the sident set of t
Personal Guarantor	(NO TITLE) SUCH RELEVE LESSEE OF OR IN ANY WAY AFFECT ANY OF LESSEE'S OBLIGATIONS TO THE LE FORTH HERBIN. LESSOR: PRIME BUSINESS LEASING, INC.
CATE REFERENCE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF	SIGNATURE BY Somely DATE 2/19
seese hereby actinowledges receipt of the Equipment described in its lease with Lease the Equipment after full impaction thereof as estimatory for all purposes of the lates. SIGNATURE C F O	

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

February 15, 2006

DELIVERY DATE

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

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

PROPERTY CAUSED BY THE EQUIPMENT WETHER ADSING
APPROPRIATY CAUSED BY THE EQUIPMENT AND RESPONSE ASSETT OF THE LESSOR OR
fitness by selectic use of Equipment and its nervesoriations.
At the apents of Lessor Soldward and the man decidency for any reason, despecting impact or estationy. Lesso
By perfectible or versioned by the Ventors and that neverther and the Equipment is composely fixed to depend decidency for any reason, despecting decidency for any reason, decidency decidency for any reason and manually or representations respecting the Equipment, LESSEE HAS BEEN NECORNED EDUCATION OF SULPHER FOR A subdivisioned for decidency and processing the Equipment, LESSEE HAS BEEN NECORNED EDUCATION OF SULPHER FOR A subdivisioned for any agent of the Vendor for any agent of Vendor, Lesson and plant for the first of the Vendor for any agent of Vendor, Lesson and final finither for any reason for the agent is authorized to warks or either any terms or only the lesson.

1. LESSEE AGREES THAT THIS LEASE SHALL IN ALL RESPECTS BE CONSIDERED UNDER THE UNFORM COMMERCIAL CODE, ARTICLE 3A A FRIMANE LEASE SINCE LESSAR IS NETHER THE YEADOR OR SUPPLIES OF THE EQUIPMENT OR THE YEADOR OR SUPPLIES OF THE EQUIPMENT OR THE YEADOR THROUGH AZ INCLINEAR OF THE UNFORM COMPARING TO READERS UNDER ARTICLE 2A SECTIONS SIS RECEIPMENT OR THE WHITTO REPUDATE OR COANCEL THE ROLL OF INCLINUAGE BUT MOT LANTED TO, THE RIGHT TO RELIGIOR THE EQUIPMENT, AND THE RESPONSE ACCOUNTINGS OF THE EQUIPMENT, IN THE SHEE SHALL BE ADJUGED TO PRESENTED TO DESCRIPTION OF ACCOUNTINGS OF THE EQUIPMENT, LESSEE SHALL BE ADJUGED TO PREMIET THAT LESSER SHALL BE ADJUGED TO THE HANKENTS WHE FOUNDED TO THE EQUIPMENT, LESSER SHALL BE ADJUGED TO THE HANKENTS WHE BY LESSOR FOR ALL PREMIETS OF THE EQUIPMENT, WITH INTEREST AT

4, LESSOR TERMINATION BEFORE EQUENCIENT ACCEPTANCE, If with 90 days from the data Lessor orders in Explorace, sins has not been definered, installed and accepted by Lessoe (in form statistatory in Lesson) Lessor may, 10 days writhes notice to Lessoe barminate this lessoe and its obligation to Lesson. Lessor stud, upon such tembrador, inferenced from any and all Exhibity to Lessoe.

defected to Lessor class at all since retain 66e to the Entitioned. All documents of 86e and entitleness of delivery stall be delivery call and changes of receiving the control of Lessor. Lesses stall not classey or fremoe sery testopes of buildings with the on the Equipment at the time of leasts term, the feet of the control of Lessor stall state of the control of the change of the control of the changes of the control of Lessor stall state of the Equipment in a portation plane labels, pales or changes the state of the Changes of the control of the changes of the control of the contr

6. CARE AND USE OF EQUIPMENT. Lesses stall maintab the Equipment in good operating condition, repart and ordinary concerns the state from determinant other than normal wear and base, talk use the Equipment in the conference of control of the state from determinant of the fluid interest of the West and the amount contemplated by the Verdor, specimens and all as mentor contemplated by the Verdor, operation of the Equipment, electrons, reputational, abstration, and these with respect to the use, underturance and operation of the Equipment, that only the Company with the Equipment of the Company of the Lesson, which that not be undertooned become the property of the Lesson, which that not be used agrees to the Metabority of theirs, which that not be undertooned to the Capterian to relate the respective of their and property of theirs, the Capterian that had not a set to be only the Lesson, which that not be the Capterian at the braids of the despite the respective of the Capterian to relate the content of Lesson, which state not be unrescondity withhered. Lesson shall have the full during principle to operate the content of Lesson and subject to applicable lans and registrate to other substances to enter upon the Lesson and states of a remove the Lesson and registrates the respect to the statement.

NET LEASE: TAXES. Lesses intends the nortal payments incremedre to be not to Lessor and Lesses study pay at sales, as combe, possoral propect, starp, decumentary and at valoran tours, lesses and replands have, assessment, set, persidies, and other charges improved on the convention you use of the Endyment design to lesse of the control of the same of the same damped to the control of the pays at lease (early federal or State and income taxes improved on Lessor) with network to the restar when the control of the

A INCREMENT, Leases that and does horstly agree to indomnify and save Leason its appeals, colliders, directors, companies, severals, successors, and security atminess appeals and them may all shalling demandes, colliders, demandes, or less including where, how and princing demandes or of the connecting, potention, potention, leaseing, refuging operation in the connection of the formal and other defects whether or provided shall confirm in full force and effect includituating termination of this lease.

8. INSURABLE Leases shall keep the Equipment incread against all state of loca or chample from every causes nor Leases will be considered to the control of Lease. The amount of each features shall be suffered to that incline the Leaser denings, covering the Engineers of a co-hearer, Leases also shall easily increase, personal legity and property denings, covering the Engineers of a co-hearer can also features and according to the control of a control of the features overage required hereards. The proceeds of such hearers of the control of the features overage required hereards. The proceeds of such hearers of the features of the features overage required hereards. The proceeds of such hearers in the Personal of the control of the c

10, ROSK OF LOSS. Lesses hereby assumes the entire risk of loss, compare or destruction of the Entigment from any end overs clause whatsover during the term of this lease and thereafter unit rederly to Lesses, in the enter of loss, damage of excistorion of any term of leading and, Lesses at its expense (except in the extent of any proceeds of insurance provided by Lesses which stall state been received by Lesses which that is large feared and the lease is sent to the lease of the extent of any proceeds of insurance provided Lessor is sent in the lease and lease is decounted and all unputs such than Lease is to previous confision, unless statement by present value at a decount of all unputs from and the Reventionary Varies are at their on the lease of this fearer of the process property of Lessor, is good confision and of estimated value, within stall become property of Lessor, this lease.

It is lease.

41. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATION. In the event lesses take to correly with any provision of the late, but shall not be obligated to effect such compliance on behalf of lesses in such a provision of the prior written notice to Lessee. In such event, all modes expended by and at expenses of Lessoe in effection curp compliance shall be deemed to be additional rental and take he paid by Lessoe at the time of the next mouthly payment of rent.

12. DEFAULT, if any on solutioning events (each an "event of defaul") shall occur, then the extent per depolate lar, Lessor st.

Lesson fait, to pay any nation or any other payment hereinder when due and such laber continues for the first because any other payment in the due and such laber continues for the first because the such extends of example of conservation or disaster becomes insolvent or makes an essignment for the beautiful or deaders, or (c); if this example or of any or substantisy part of the assets is appoint Gueranter or conservation or conserval of Lesson or any amendment therety, or or order any point lesson that the example of the period of the per

dispution, arrection and one contraction of any availed of obtaint Leason may, without fathor motion to lease and dispution, arrection and one or more of the following termination; is decised Leasont obligation in bettering the and provide and movement as further and other arms provide to least and of preparity to the date of decision least and other arms provide to least and of the carms provide to least and \$200.00, pins (b) the final reaccounts attracts when of the forthment which he provides six further as each forth on the face of this bears, test by any net processed to the decision of the collected and any delayers, court reports, beared to protecting the first provides of the collected and any delayers, court reports, there are to protecting of the first processed, meaning the spirit reports and appropriate court action of actions and any delayers, court, reports, there are provided to report and appropriate court action of machine soften at leason of its ecosy or any other obligations of the provided of the collected and any delayers, court, to the application of the court of the theory of the collected and the application of the collected and application of the collected and the application of the collected and application of the collected and applications and applicatio

14. LATE CHURGES. Upon the taken of the Lescoe to pay within ten (10) days any metal or other sum due lease. Lescoe shall don pay a late charge in the amount of 10% of such defroquent red in other sum due, second the maximum abound by law.

14. ASSIGNMENT MOTICE OF INTENDED ASSIGNMENT, LESSOR MAY WITHOUT LESSES CONSENT, HERMONER, AND MISCHE THIS LESSE OR ANY EQUIPMENT, REIM OR OTHER SLAKE SLAKE DIE OR TO BECOR PROMISE, AND MISCH EIGEN TO RECORD THE REGISTRY OF THE REGISTRY OR ASSIGNMENT OR THE REGISTRY OR ASSIGNMENT OF MISCHES OF LESSON HEREMONER, LESSON FREED MISCHARD THE REGISTRY OF ASSIGNMENT OF MISCHARD THE REGISTRY OF ASSIGNMENT OF MISCHARD THE REGISTRY OF ASSIGNMENT ASSIGNMENT ASSIGNMENT ASSIGNMENT OF AS

16. RETURN OF PROPERTY, Upon the bentivation or explation of this least, or any outstrain thread, the Least or any outstrain thread, the Least or any address designable by the second and and occided, treasmake west and less shows excepted. The Leaste shall also pay to the Leaster complete and be necessary to cover replacement at an identification. The standard has a least of the Equipment II spot and the tensors shall also the cover replacement at an identification of the control of the Equipment II spot and the tensor shall are addressed between the standard and this least extra from the Equipment the Least to the tensor that control and according to the following the standard confine to authority the differ the Least or the Least to be retired hodefully as to fife time if the same month fire Leasts and further the Equipment to the Least or as est forth in this paragraph.

17. SECURITY DEPOST. Lessue agrees to make a security depost in the amount, if any, set forth on the fac. In the present. Lessue, all its election, may apply the security depost Lesson may become in the constant of constant of constant of the constant of

16. RISCHILAMEDUS. This bases contains the entire spreament between the parties and may six be elemed, a notable for interests changed encept by a witing dipined by an executive office of the Lessor; it is a brinding when executive office of the Lessor; it is a contained by the lase of the sizes of Lessor or Lessoe horsenoide, the Lessor's interest in this less. Excess agrees that all admin or properties had in which is broaded the class of the Lessor's option, be brought in a court of competent jarbadicia in the state and permitted by law, that is justed to the cassing office of the broken of bodies of the lessor's interest in the lasts. Lessoe and lessoes shall be last, and when the right of the provision of this lessoes which it all to be deemed to the countries of the lessor, in the provision of this lessoes which may be deemed extracted that in any worth encountries, and agree that no provision of this lessoes which it all for the and effect of the longer of the lessor, in the provision of the lessor, and other had been and effect of the last and effects of the las

CERTIFICATE OF ACCEPTANCE (LEASE)		
LESSOR	EQUIPMENT LEASE NUMBER	
PRIME BUSINESS LEASING, INC. 8005 HARFORD ROAD	DATED	
BALTIMORE, MD 21234-5701	,	
BALTIMORE, MID 21234-3701	February 15, 2006 EQUIPMENT LEASE SCHEDULE NUMBER	
	ENGIFMENT LEASE SCHEDOLL NOMBER	
DATE	DATED	
February 15, 2006		
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.		
 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 and expressly confirms that its obligations under the Lease are absolute.		

On-Site Sourcing, Inc.

BY Machine

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

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.

| NITIAL | LESSEE |

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 $\frac{2}{15}/\frac{2006}{2006}$ 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

By: