

UNITED STATES BANKRUPTCY COURT		Eastern District of Virginia	PROOF OF CLAIM
Name of Debtor: On-Site Sourcing, Inc.		Case Number: 09-10816	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an 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): Canon Financial Services, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	
Name and address where notices should be sent: Howard N. Sobel, P.A. 507 Kresson Road, P.O. Box 1525 Voorhees, NJ 08043		Court Claim Number: _____ (If known)	
Telephone number: (856) 424-6400		Filed on: _____	
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number:		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ <u>285,480.31</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.	
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.		Specify the priority of the claim.	
If all or part of your claim is entitled to priority, complete item 5.			
<input checked="" type="checkbox"/> 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.		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	
2. Basis for Claim: <u>Office Equipment Lease</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).	
3. Last four digits of any number by which creditor identifies debtor: <u>1171</u>		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).	
3a. Debtor may have scheduled account as: <u>1-35850</u> (See instruction #3a on reverse side.)		<input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).	
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 information.		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other		<input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(2).	
Describe: <u>Office Equipment/Copiers</u>		Amount entitled to priority: \$ <u>23,281.68</u>	
Value of Property: \$ <u>132,737.93</u> Annual Interest Rate _____ %		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: <u>Possession UCC</u>			
Amount of Secured Claim: \$ <u>132,737.93</u> Amount Unsecured: \$ <u>152,742.38</u>			
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
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.)			
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.			
If the documents are not available, please explain:			
Date: <u>3/27/09</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.		FOR COURT USE ONLY

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

FILED

APR 03 2009

MC GROUP

On-Site Sourcing, Inc.



00096

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

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

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.nsc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Canon Business Solutions

LEASE AGREEMENT

CFS-1020 (06/05)

Canon

Canon Financial Services, Inc. ("CFS")

Remittance Address: P.O. Box 4004

Carol Stream, Illinois 60197-4004 (800) 220-6200

COMPANY LEGAL NAME On-Site Sourcing, Inc		DEA		PHONE 703-276-1123	
BILLING ADDRESS 832 No. Henry St., Alexandria		COUNTY		STATE VA.	
EQUIPMENT ADDRESS 1617 John F. Kennedy Blvd., Ste 430, Philadelphia		COUNTY		STATE PA	
EQUIPMENT INFORMATION		NUMBER AND AMOUNT OF PAYMENTS			
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *	
4	SKH01171	T00025711R9070 Copier w/KIN	36	\$ 3,530.00	
	SKH01160	T0002594711, Side Paper DK-SI, IP-			
	SKH01173	T000255741M3. S402210 S402254			
2	SKH01176	T000263341R3220 DADF-K1, CFU;			
	JN47145 JN47162	IP-C1, Fin-N1, 6Copy ShareScan			
FIRST PAYMENT AMOUNT			Term in months: 36 * Plus Applicable Taxes		
FIRST & LAST PAYMENT(S)	SECURITY DEPOSIT	TOTAL DUE AT SIGNING	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		
\$	\$	\$	END OF TERM PURCHASE OPTION		
<input type="checkbox"/> Nonrefundable Check must accompany agreement			<input checked="" type="checkbox"/> FAIR MARKET VALUE <input type="checkbox"/> 10% \$ (estimated)		
			<input type="checkbox"/> \$1.00 <input type="checkbox"/> Other \$ (estimated)		

Automated Clearing House (ACH) Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

ACH ☐ YES ☒ NO

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

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

<p>ACCEPTED</p> <p>CANON FINANCIAL SERVICES, INC.</p> <p>By: <i>[Signature]</i></p> <p>Title: <i>[Signature]</i></p> <p>Date: <i>[Signature]</i></p>		<p>AUTHORIZED CUSTOMER SIGNATURE</p> <p>By: X <i>[Signature]</i> Title: CFO</p> <p>Printed Name: William F. Truchan</p> <p>Tax ID#: 54-164870 # proprietor, DOB: _____</p> <p>By: X _____ Title: _____</p> <p>Printed Name: _____</p>	
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To: Canon Financial Services, Inc. ("CFS")

The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: X _____ Printed Name: _____

Title (if any): _____ Date: _____

TERMS AND CONDITIONS

1. AGREEMENT: CFS leases to Customer Corp organized under the laws of the State of VA, with its principal office at 832 No. Henry St. Alexandria VA and its place of business at 158 Galloway Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to all such equipment (the "Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement"). The amount of each Payment specified in Number and Amount of Payments section above and the 18% or Other Purchase Option price specified above are based on the supplier's best estimate of the cost of the Equipment. Such Payments and Purchase Option price will be adjusted upward or downward if the actual total cost of the Equipment, including any sales or use tax, is more or less than the estimate and, in that event, Customer authorizes CFS to adjust such Payments and Purchase Option price by up to fifteen percent (15%).

2. AGREEMENT PAYMENTS: Customer agrees to pay in advance to CFS, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments," and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments").

3. APPLICATION OF PAYMENTS: All payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

4. TERM OF AGREEMENT: The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS's Acceptance Certificate or otherwise accepts the Equipment as specified herein. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due under the Agreement prior to the end of the scheduled term.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

PERSONAL GUARANTY

The undersigned, (whether one or more are specified, the "Guarantor(s)"), in consideration of CANON FINANCIAL SERVICES INC. ("CFS") entering into an Agreement (together with any schedules or supplements thereto, the "Agreement") with the Customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to CFS, and its successors and assigns, the payment when due of all amounts owed under this Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all promises, obligations and terms of the Agreement and any other financial transaction between Customer and CFS (collectively the "Liabilities"). If Customer shall fail to pay or perform all or any part of the Liabilities when due, the Guarantors agree, upon demand, to pay any amounts which may be due from Customer and to take any action required of Customer under the Agreement. The Guarantors agree that this is an absolute and continuing guaranty and that their liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations whether or not by operation of law.

If any payment applied by CFS to the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon 60 days prior written notice to CFS, and such termination shall be effective only as to Liabilities arising under Schedules, supplements, or agreements entered into after the effective date of termination and shall not affect CFS's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

The Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. The Guarantors further waive any (i) notice of the incurring of indebtedness by Customer, and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to CFS's rights against Customer until Customer's indebtedness is paid in full and Customer's other obligations have been fully performed. The Guarantors consent and agree that any (i) renewals and extensions of term of payment, (ii) release, substitution or compromise of or satisfaction upon the Equipment, other guarantees or any collateral security, and (iii) exercise of any other right under this or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to the Guarantors and without in any manner affecting the Guarantors' liability under this Guaranty.

The Guarantors agree to pay all expenses (including attorney's fees and legal expenses) paid or incurred by CFS in enforcing the Liabilities, or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND CFS SHALL BE BROUGHT IN A STATE COURT LOCATED IN THE COUNTY OF BURLINGTON, NEW JERSEY, OR A FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT IN THE STATE WHERE THE GUARANTOR IS LOCATED. GUARANTOR BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM GUARANTORS, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

The Guarantors agree that CFS may accept a facsimile copy of this Guaranty as an original, and that facsimile copies of the Guarantor's signatures will be treated as an original and admissible as evidence of this Guaranty.

Printed Name: _____ Signature: X _____ (No Title) Date: _____

Address: _____ Phone: _____

Printed Name: _____ Signature: X _____ (No Title) Date: _____

Address: _____ Phone: _____

5. **ADVANCE PAYMENTS; SECURITY DEPOSIT:** CFS may apply, but shall not be obligated to apply, any "Advance Payments" or "Security Deposit" specified above to cure any default of Customer, in which event Customer shall promptly restore in CFS any amount so applied. In no event shall any advance payment or security deposit interest except where required by applicable law. No portion of any security deposit will be refunded to Customer until all of Customer's obligations have been fully performed as expressly provided in this Agreement. If the "Nonrefundable" box is checked, no portion of the security deposit will be refunded to Customer for any reason whatsoever.

6. **NO CFS WARRANTIES; CUSTOMER ACKNOWLEDGES** THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS's purchaser or assignee, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer, solely for the purpose of making and prosecuting any such claim, the rights, if any, which CFS may have against the supplier, dealer or manufacturer for breach of warranty or other representation respecting any item of Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

7. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, rescind that acceptance. However, if Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety. Customer agrees to waive any right of specific performance of this Agreement and to hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

8. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer agrees that it will keep the Equipment free and clear of all claims and liens other than those created as a result of this Agreement. Customer's legal name (as set forth in its constituent documents filed with the appropriate government office or agency) is set forth herein. Upon request, Customer will deliver to CFS a good standing certificate and/or state certified constituent documents. The jurisdiction of organization of Customer is as set forth herein. The chief executive office of Customer is located at the address set forth herein. Customer will not change its name, the location of its chief executive office or its corporate structure (including, without limitation, its jurisdiction of organization) unless CFS has been given at least 30 days prior written notice thereof and Customer has executed and delivered to CFS such financing statements and other instruments required or appropriate.

9. **USE; FINANCING STATEMENTS:** Customer shall comply with all laws or regulations relating to the use or maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer of such Equipment. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file, (a) financing statements evidencing the interest of CFS in the Equipment, (b) continuation statements in respect thereof, and (c) amendments (including, without limitation, a broader description of the Equipment) than the description set forth herein and Customer irrevocably waives any right to notice thereof.

10. **INDEMNITY:** Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

11. **MAINTENANCE; ALTERATIONS:** Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. **TAKES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any item of the Equipment. The Payments payable under this Agreement, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any fees, assessments, taxes, expenses or charges as required by the Agreement, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses or charges. If such payments are made by CFS, Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administration fees and costs. If any Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of personal property taxes as levied by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment which is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS AN ADMINISTRATIVE FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. **INSURANCE:** Customer, at its sole cost and expense, shall obtain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. Each insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductibles payable thereon, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be used to (a) restore or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance." For purposes of this Agreement, the "Remaining Lease Balance" shall be the sum of (i) all amounts then owed by Customer to CFS under this Agreement, (ii) the present value of all remaining payments for the full term of this Agreement (the "Asset Value," and the "Asset Value" shall be: (A) for an Agreement with a \$1.00 purchase option, \$1.00; (B) for an Agreement with no purchase option or a Fair Market Value purchase option, the Fair Market Value of the Equipment shall be as defined in the terms hereof, and (C) for an Agreement with an Other or 100% Purchase Option, the amount indicated as the respective dollar amount of such Purchase Option on the face of this Agreement, plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at 6% per year. Customer hereby appoints CFS as Customer's attorney-in-fact to make claim, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after CFS's request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the duty, to obtain insurance with respect to the Equipment satisfactory to CFS, at the expense of the Customer. Customer hereby agrees that CFS shall be entitled to retain any fees earned by it in connection with any insurance obtained under this Agreement. For as long as neither Customer nor CFS has obtained such insurance, Customer shall pay to CFS, upon demand, an amount equal to 5% of the Payment for each billing period.

14. **LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any item of Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (such equipment will become "Equipment" subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS's receipt of the Remaining Lease Balance, Customer shall be entitled to whatever interest CFS may have in the Equipment, in its then condition and location, without warranties of any kind.

15. **DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) if Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) if Customer or any Guarantor ceases doing business as a going concern; (c) if Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) if a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) if a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) if any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; (g) if Customer or any Guarantor defaults under any bank or credit agreement; or (h) if Customer or any Guarantor who is a natural person dies.

16. **REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative, simultaneously, or separately, and in any order): (a) to declare all unpaid Payments and other amounts due and payable under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to retake possession of any or all of the Equipment (and Customer authorizes and empowers CFS to enter upon the premises wherever the Equipment may be found) and (d) retain such Equipment and all Payments and other sums paid under this Agreement, or (e) re-lease the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the value attributed to the Equipment by CFS for purposes of calculating the payment under the new Agreement, or (f) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (g) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare the Equipment prior to sale; (iii) may declare warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to constitute a conversion or a violation of the disposition of the Equipment. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement.

17. **LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the applicable due date, Customer shall pay CFS, upon demand, an amount equal to ten percent (10%) of each such delayed Payment or ten dollars (\$10) whichever is greater for each billing period or portion of a billing period such Payment is delayed to the extent permitted by law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under this Agreement or in enforcing any of the terms or provisions of this Agreement, including, without limitation, reasonable attorney's fees and expenses and fees and expenses of collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount payable by CFS shall be deemed reasonable for purposes of this Agreement.

18. **ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUE OR LEASE ANY ITEM OF EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer the Agreement. Customer agrees that if CFS transfers this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations which CFS will continue to perform. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or set-offs that Customer may have against CFS, including without limitation, claims, defenses or set-offs arising out of service obligations, if any, under this Agreement. If Customer is given notice of any such transfer, Customer agrees, to pay directly to the new owner all or any part of the amounts payable hereunder.

19. **RENEWAL; RETURN:** Except in the case of an Agreement containing a \$1.00 purchase option, this Agreement shall automatically renew on a month to month basis at the same Payment amount and frequency unless Customer, at least sixty (60) days before the end of the scheduled term or any renewal term, either (i) exercises the purchase option in accordance with the terms hereof or (ii) sends to CFS written notice that Customer does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. CFS may cancel the automatic renewal term by, at least sixty (60) days before the end of any term, sending the Customer written notice that CFS does not want this Agreement to renew. Unless this Agreement automatically renews or Customer purchases the Equipment as provided in this Agreement, Customer shall, at the termination of this Agreement, return the Equipment at its sole cost and expense in good working condition, ordinary wear and tear resulting from proper use excepted to a location specified by CFS. If for any reason Customer shall fail to return the Equipment to CFS as provided in this Agreement by the last day of the applicable term, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such delivery is delayed.

20. **PURCHASE OPTION:** (A) END OF TERM PURCHASE OPTION: Customer shall give CFS sixty (60) days prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the end of the initial term or any renewal term for the purchase option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE: Customer may, at any time, upon sixty (60) days irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS's best price at the time Customer notifies CFS of its intent to purchase the Equipment, but not less than 20% of the total cost of the Equipment. Equipment purchases shall not be available to Customer if a default hereunder has occurred and is continuing. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS IS WHERE IS" without any representation or warranty whatsoever, except for title, and this Agreement, shall terminate.

21. **WARRANTY OF BUSINESS PURPOSE:** Customer represents and warrants that the Equipment will not be used for personal family, or household purposes.

22. **PERSONAL PROPERTY:** The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property.

23. **MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No payment is intended to exceed the maximum amount of time price differential or interest as applicable, permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in reverse order of maturity, and thereafter shall be refunded. If the Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

24. **UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE.**

25. **WAIVER OF OFFSET:** This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all offsetting and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or any third party.

26. **NOTICES:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. Mail, express delivery, or facsimile machine.

27. **VACILLANT ACCEPTANCE:** Customer agrees that CFS may accept a facsimile copy of this Agreement or any Acceptance Certificate as an original, and that facsimile copies of Customer's signature will be treated as an original for all purposes.

28. **NON-WAIVER:** No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy which CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

29. **MISCELLANEOUS:** If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. The Customer's representations, warranties, and covenants under the Agreement shall survive the delivery and return of the Equipment. Any provision of the Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number and location, otherwise, this Agreement contains the entire arrangement between Customer and CFS, and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

30. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS'S SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

NOV 2008

IMAGE

Canon

Canon Financial Services, Inc.
P.O. Box 4004
Carol Stream, Illinois 60197-4004
Phone 800-220-0200 Fax 858-813-5117

CONTRACT EXTENSION ADDENDUM

CONTRACT NUMBER:	001-0035850-059
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This Contract Extension Addendum ("Addendum") is attached to and made part of the above noted contract (whether designated a lease, rental contract, Master Lease Agreement, or otherwise), between Canon Financial Services, Inc. ("CFS"), and ON SITE SOURCING INC ("Customer") executed on 12/29/05 (the "Contract").

At your request, we are extending the Contract by 3 month(s) to 11/1/2008. The payment(s) due 8/1/08, 9/1/08, 10/1/08 shall be deferred to 3/1/09, 4/1/09, 5/1/09.

Except as set forth above, the terms and conditions set forth in the Contract shall remain in full force and effect. Customer agrees that CFS may accept a facsimile of this Addendum as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence of this Addendum delivered by facsimile. THIS ADDENDUM SHALL BE EFFECTIVE ONLY WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTOR(S) AND ACCEPTED BY CFS.

ACCEPTED

GUARANTOR(S) By: _____ Printed Name: _____ By: _____ Printed Name: _____		CUSTOMER By: <u>Michael Long</u> Printed Name: <u>Michael Long</u> Title: <u>CEO</u>	
CANON FINANCIAL SERVICES, INC. By: <u>[Signature]</u> Title: <u>SA WORKING OFFICE</u> Date: <u>11/25/08</u>		By: _____ Printed Name: _____ Title: _____	

CFS-3118 (02/02)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO (Name and Address)

UCC Direct Services
2727 Allen Parkway
Houston, TX 77019

3989431

DEDE

Representation of XML filing.

Filing Number: 60015834

Filing Date: 1/4/2006 09:38

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

ON SITE SOURCING INC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

832 N HENRY STREET

CITY

ALEXANDRIA

STATE

VA

POSTAL CODE

22314

COUNTRY

1d. TAX ID #, SSN OR EIN

541648470

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Corporation

1f. JURISDICTION OF ORGANIZATION

DE

1g. ORGANIZATIONAL ID #, if any

2050305

☐ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

ON SITE SOURCING INC

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

1617 JOHN F KENNEDY BLVD, STE 430

CITY

PHILADELPHIA

STATE

PA

POSTAL CODE

19103

COUNTRY

2d. TAX ID #, SSN OR EIN

541648470

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

Corporation

2f. JURISDICTION OF ORGANIZATION

DE

2g. ORGANIZATIONAL ID #, if any

2050305

☐ NONE3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Canon Financial Services, Inc.

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

158 Gaither Drive #200

CITY

Mt. Laurel

STATE

NJ

POSTAL CODE

08054

COUNTRY

4. This FINANCING STATEMENT covers the following collateral

All equipment now or hereafter leased, sold, or financed by Canon Financial Services, Inc. and all general intangibles and accounts receivable with respect to said equipment, and all replacements of, additions to, substitutions for and proceeds of the foregoing. Lease # 001-0035850-059

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☐ THIS FINANCING STATEMENT IS TO BE FILED (for record) (or recorded) in the REAL ESTATE RECORDS. ☐ Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

3989431

7251 LYNN SIEGE 001-0035850-059

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Prepared by UCC Direct Services, P.O. Box 22071,
Glen Dale, CA 91205-6071 Tel: (600) 331-3282

CANON FINANCIAL SERVICES, INC.
STATEMENT OF ACCOUNT

Customer Name: ON SITE SOURCING INC

Statement Date: 2/9/2009

Contract Number: 001-0035850-059

Default Date: 12/1/2008

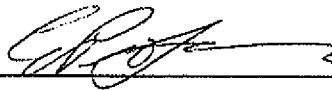
Remaining L/R Balance (discounted to the present value of 6%) \$17,388.31

Purchase Option Price (per Agreement) \$41,575.88

Fair Market Value

Sales/Use Tax	\$0.00
Property Tax	\$0.00
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$0.00
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$0.00
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$0.00
Subtotal	\$58,964.19
PLUS - Legal Fees	14,741.05
PLUS - Service Tax for Legal Fees	0.00
Total Due and Owing	\$73,705.24

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



Canon Business Solutions

LEASE AGREEMENT

CFS-1020 (06/05)

Canon

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

COMPANY LEGAL NAME On-Site Sourcing, Inc.		PHONE 703-276-1123	
BILLING ADDRESS 832 No. Henry St., ALEXANDRIA		COUNTY VA	ZIP 22314
EQUIPMENT ADDRESS 3343 Peachtree Rd. NE, #1600, Atlanta		COUNTY GA	ZIP 30326
EQUIPMENT INFORMATION			
Quantity	Serial Number	Make/Model/Description	NUMBER AND AMOUNT OF PAYMENTS
3	SKU0471	IR4570 W/IDBF-N1	Number of Payments 36
	SKU04175	FIN-Q3, CFU-Y2,	Total Payment \$1,708.92
1	SKU08734	MULTI-PDL BA-E1	
1	SKU00305	eCopy Scan Station CP-XP	
	PDOCK10208	IR4570 W/FA-KIN, PDL	
		BA, SPD-S1	
FIRST PAYMENT AMOUNT			
FIRST & LAST PAYMENT(S)	SECURITY DEPOSIT	TOTAL DUE AT SIGNING	
\$ 0.00	\$ 0.00	\$ 0.00	
<input type="checkbox"/> Nonrefundable			Check must accompany agreement
Term in months: 36			* Plus Applicable Taxes
Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other			
END OF TERM PURCHASE OPTION			
<input checked="" type="checkbox"/> FAIR MARKET VALUE <input type="checkbox"/> 10% <input type="checkbox"/> Other			(estimated)
<input type="checkbox"/> \$1.00 <input type="checkbox"/> Other			(estimated)

Automated Clearing House (ACH) Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

ACH ☐ YES ☒ NO

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

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED		AUTHORIZED CUSTOMER SIGNATURE	
CANON FINANCIAL SERVICES, INC.		By: X [Signature] Title: CFO	
By: Cathy Lain		Printed Name: JOE TRUCHMAN	
Title: Senior Cash		Tax ID#: 54-164 8570 If proprietor, DOB: _____	
Date: 2/22/06		By: X _____ Title: _____	
		Printed Name: _____	
To: Canon Financial Services, Inc. ("CFS")		Date: _____	
ACCEPTANCE CERTIFICATE			
The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.			
Signature: X _____		Printed Name: _____	
Title (if any): _____		Date: _____	

1. AGREEMENT: CFS leases to Customer, a **Co-OP** organized under the laws of the State of **VA**, with its chief executive office at **832 N. Henry St., Alexandria, VA 22314**, and Customer leases from CFS, with its place of business at 1500 Gilder Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to all such equipment (the "Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement"). The amount of each Payment specified in Number and Amount of Payments section above and the 10% or Other Purchase Option price specified above are based on the supplier's best estimate of the cost of the Equipment. Such Payments and Purchase Option price will be adjusted upward or downward if the actual total cost of the Equipment, including any sales or use tax, is more or less than the estimate and, in that event, Customer authorizes CFS to adjust such Payments and Purchase Option price by up to fifteen percent (15%).

2. AGREEMENT PAYMENTS: Customer agrees to pay in advance to CFS, during the term of the Agreement, (a) the payments specified under "Number and Amount of Payments," and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments").

3. APPLICATION OF PAYMENTS: All payments received by CFS from Customer under the Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's invoice as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

4. TERMS OF AGREEMENT: The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS's Acceptance Certificate or otherwise accepts the Equipment as specified herein. After acceptance of the Equipment, Customer shall have no right to cancel the Agreement during the term hereof. The term of the Agreement shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of the Agreement for any reason whatsoever, including, without limitation, payment of all amounts due under the Agreement prior to the end of the scheduled term.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

PERSONAL GUARANTEE

The undersigned, (whether one or more are specified, the "Guarantor(s)"), in consideration of CANON FINANCIAL SERVICES INC. ("CFS") entering into an Agreement (together with any schedules or supplements thereto, the "Agreement") with the Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to CFS, and its successors and assigns, the payment when due of all amounts owed under the Agreement (hereinafter referred to as the "Liabilities") upon the occurrence of an event of default or otherwise and the performance by Customer of all promises, obligations and terms of the Agreement and any other financial transaction between Customer and CFS (collectively, the "Liabilities"). If Customer shall fail to perform all or any part of the Liabilities when due, the Guarantor(s) agree, upon demand, to pay any amounts which may be due from Customer and to take any action required of Customer under the Agreement. The Guarantor(s) agree that this is an absolute and continuing guaranty and that their liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether or not by operation of law.

If any payment applied by CFS to the Liabilities is insufficient to pay the full amount of the Liabilities, the Guarantor(s) agree to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon 90 days prior written notice to CFS, and such termination shall be effective only as to Liabilities arising under Schedules, Supplements, or Agreements entered into after the effective date of termination and shall not affect CFS's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

The Guarantors waive all damages, demands, prepayments and notices (whether kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. The Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to CFS's rights against Customer until Customer's indebtedness is paid in full and Customer's other obligations have been fully performed. The Guarantors consent and agree that any (a) rescission and extensions of term of payment, (b) release, substitution or composition of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to the Guarantors and without in any manner affecting the Guarantors' liability under this Guaranty.

The Guarantors agree to pay all expenses (including attorney's fees and legal expenses) paid or incurred by CFS in endeavoring to collect the Liabilities, or any part thereof and in enforcing this Guaranty. THIS GUARANTEE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTEE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND CFS SHALL BE BROUGHT IN A STATE COURT LOCATED IN THE COUNTY OF BURLINGTON, NEW JERSEY, OR A FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT IN THE STATE WHERE THE GUARANTOR IS LOCATED. GUARANTOR BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

The Guarantors agree that CFS may accept a facsimile copy of this Guaranty as an original, and that facsimile copies of the Guarantor's signatures will be treated as an original and admissible as evidence of this Guaranty.

Printed Name: _____ Signature: X _____ (No Title) Date: _____

Address: _____ Phone: _____

Printed Name: _____ Signature: X _____ (No Title) Date: _____

Address: _____ Phone: _____

CFS-1020 (06/05)

Initial _____

NOV 26 2008

9/1/08

Canon

Canon Financial Services, Inc.
P.O. Box 4904
Carol Stream, Illinois 60187-4004
Phone 800 220-0200 Fax 630-813-6117

CONTRACT EXTENSION ADDENDUM

CONTRACT NUMBER:	001-0035850-061
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This Contract Extension Addendum ("Addendum") is attached to and made part of the above noted contract (whether designated a lease, rental contract, Master Lease Agreement, or otherwise), between Canon Financial Services, Inc. ("CFS"), and ON SITE SOURCING INC ("Customer") executed on 2/14/08 (the "Contract").

At your request, we are extending the Contract by 3 month(s) to 11/1/2008. The payment(s) due 8/1/08, 9/1/08, 10/1/08 shall be deferred to 3/1/09, 4/1/09, 5/1/09.

Except as set forth above, the terms and conditions set forth in the Contract shall remain in full force and effect. Customer agrees that CFS may accept a facsimile of this Addendum as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence of this Addendum delivered by facsimile. THIS ADDENDUM SHALL BE EFFECTIVE ONLY WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTOR(S) AND ACCEPTED BY CFS.

ACCEPTED

<p>GUARANTOR(S)</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>By: _____</p> <p>Printed Name: _____</p>	<p>CUSTOMER</p> <p>By: <u>Michael E. Long</u></p> <p>Printed Name: <u>Michael E. Long</u></p> <p>Title: <u>CEO</u></p>
<p>CANON FINANCIAL SERVICES, INC.</p> <p>By: <u>[Signature]</u></p> <p>Title: <u>SA WORKING OFFICE</u></p> <p>Date: <u>11/25/08</u></p>	<p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>

CFS-3118 (03/02)

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

UCC Direct Services 4011339
2727 Allen Parkway DEDE
Houston, TX 77019

Representation of XML filing.

Filing Number: 60648388

Filing Date: 2/23/2008 16:26

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
ON SITE SOURCING INC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS
832 N HENRY STREET CITY ALEXANDRIA STATE VA POSTAL CODE 22314 COUNTRY

1d. TAX ID # SSN OR EIN INDU. WHO RE ORGANIZATION 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

541648470 DEBtor Corporation DE 2050305 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
ON SITE SOURCING INC

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS
3343 PEACHTREE RD NE, SUITE 1600 CITY ATLANTA STATE CA POSTAL CODE 90326 COUNTRY

2d. TAX ID # SSN OR EIN INDU. WHO RE ORGANIZATION 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

541648470 DEBtor Corporation DE 2050305 ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Canon Financial Services, Inc.

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS
158 Gaither Drive #200 CITY Mt Laurel STATE NJ POSTAL CODE 08054 COUNTRY

4. This FINANCING STATEMENT covers the following collateral

All equipment now or hereafter leased, sold, or financed by Canon Financial Services, Inc. and all general intangibles and accounts receivable with respect to said equipment, and all replacements of, additions to, substitutions for and proceeds of the foregoing. Lease # 001-0035850-061

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG LEND ☐ NON-RECEIVING

6. ☐ THE FINANCING STATEMENT is to be filed (a) as a record (b) as recorded (c) as a REAL ESTATE RECORD (d) as a record (e) as recorded (f) as a REAL ESTATE RECORD (g) as a record (h) as recorded (i) as a REAL ESTATE RECORD (j) as a record (k) as recorded (l) as a REAL ESTATE RECORD (m) as a record (n) as recorded (o) as a REAL ESTATE RECORD (p) as a record (q) as recorded (r) as a REAL ESTATE RECORD (s) as a record (t) as recorded (u) as a REAL ESTATE RECORD (v) as a record (w) as recorded (x) as a REAL ESTATE RECORD (y) as a record (z) as recorded (aa) as a REAL ESTATE RECORD (ab) as a record (ac) as recorded (ad) as a REAL ESTATE RECORD (ae) as a record (af) as recorded (ag) as a REAL ESTATE RECORD (ah) as a record (ai) as recorded (aj) as a REAL ESTATE RECORD (ak) as a record (al) as recorded (am) as a REAL ESTATE RECORD (an) as a record (ao) as recorded (ap) as a REAL ESTATE RECORD (aq) as a record (ar) as recorded (as) as a REAL ESTATE RECORD (at) as a record (au) as recorded 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8. OPTIONAL FILER REFERENCE DATA
4011339 7251 LYNN SIEGE 001-0035850-061

ANON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: ON SITE SOURCING INC

Statement Date: 2/9/2009

Contract Number: 001-0035850-061

Default Date: 12/1/2008

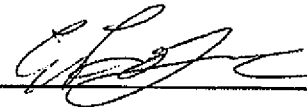
Remaining L/R Balance (discounted to the present value of 6%) \$10,076.45

Purchase Option Price (per Agreement) \$20,127.14

Fair Market Value

Sales/Use Tax	\$0.00
Property Tax	\$0.00
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$0.00
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$0.00
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$0.00
Subtotal	\$30,203.59
PLUS - Legal Fees	7,550.90
PLUS - Service Tax for Legal Fees	0.00
Total Due and Owing	\$37,754.49

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



Canon Business Solutions

LEASE AGREEMENT

CFS-1020 (06/05)

Canon

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

AGREEMENT NUMBER **1-35850-70**

COMPANY LEGAL NAME On-Site Sourcing, Inc.		PHONE 703-276-1123	
BILLING ADDRESS 832 No. Henry St., Alexandria,	CITY Alexandria,	STATE Virginia	ZIP 22314
EQUIPMENT ADDRESS 4819 Emperor Blvd., 4th Fl., Durham,	CITY Durham,	STATE NC	ZIP 27703
EQUIPMENT INFORMATION		NUMBER AND AMOUNT OF PAYMENTS	
Quantity 3	Serial Number SKH01658 SKH01955 Canon IR9070 with SKH01977 INC18295 Finisher KIN, IP-M3 Controller	Number of Payments 36	Total Payment* \$2,452.59
1 T00034349 T00034356 Canon IRC 3220 with IP-C1 Controller, SADF-K1, T00034771 SLL03759 Finisher-N1			
FIRST PAYMENT AMOUNT		Term in months: 36 * Plus Applicable Taxes	
FIRST & LAST PAYMENT(S) \$0.00	SECURITY DEPOSIT \$0.00	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:	
TOTAL DUE AT SIGNING \$0.00		END OF TERM PURCHASE OPTION	
<input type="checkbox"/> Nonrefundable Check must accompany agreement		<input checked="" type="checkbox"/> FAIR MARKET VALUE <input type="checkbox"/> 10% \$ (estimated) <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other \$ (estimated)	

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

ACH ☐ YES ☒ NO ☐ : _____

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

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

<p>ACCEPTED</p> <p>CANON FINANCIAL SERVICES, INC.</p> <p>By: <u>Eric Morgan</u></p> <p>Title: <u>MGR</u></p> <p>Date: <u>3/24/06</u></p>		<p>AUTHORIZED CUSTOMER SIGNATURE</p> <p>By: <u>[Signature]</u> Title: <u>CFO</u></p> <p>Printed Name: <u>William F. Truchan</u></p> <p>Tax ID#: <u>54-1648172</u> If proprietor, DOB: _____</p> <p>By: X _____ Title: _____</p> <p>Printed Name: _____</p>	
-------------------------------------------------------------------------------------------------------------------------------------------------	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

For Canon Financial Services, Inc. ("CFS")
The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

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

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, On-Site Sourcing, Inc. organized under the laws of the State of VA, with its chief executive office at 832 N Henry St., Alexandria, VA 22314 and Customer leases from CFS, with its place of business at 150 Gether Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and add-ons to all such equipment (the "Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement"). The amount of each Payment specified in Number and Amount of Payments section above and the 10% or Other Purchase Option price specified above are based on the supplier's best estimate of the cost of the Equipment. Such Payments and Purchase Option price will be adjusted upward or downward if the actual total cost of the Equipment, including any sales or use tax, is more or less than the estimate and, in that event, Customer authorizes CFS to adjust such Payments and Purchase Option price by up to fifteen percent (15%).

2. **AGREEMENT PAYMENTS:** Customer agrees to pay to CFS, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments," and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments").

3. **APPLICATION OF PAYMENTS:** All payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer accepts CFS's Acceptance Certificate or otherwise accepts the Equipment as specified herein. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due under the Agreement prior to the end of the scheduled term.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

PERSONAL GUARANTY

The undersigned, (whether one or more are specified, the "Guarantor(s)"), in consideration of CANON FINANCIAL SERVICES INC. ("CFS") entering into an Agreement (together with any schedules or supplements thereto, the "Agreement") with the Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to CFS, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all promises, obligations and terms of the Agreement, and any other financial transaction between Customer and CFS (collectively, the "Liabilities"). If Customer shall default on or perform all or any part of the Liabilities when due, the Guarantors agree, upon consent, to pay any amounts which may be due from Customer and to take any action required of Customer under the Agreement. The Guarantors agree that this is an absolute and continuing guaranty and that their liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations whether or not by negotiation of law.

If any payment applied by CFS to the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon 60 days prior written notice to CFS, and such termination shall be effective only as to Liabilities arising under Schedules, supplements, or agreements entered into after the effective date of termination and shall not affect CFS's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

The Guarantors waive all damages, demands, proceedings and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. The Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to CFS's rights against Customer until Customer's indebtedness is paid in full and Customer's other obligations have been fully performed. The Guarantors consent and agree that any (i) renewals and extensions of term of payment, (ii) release, substitution or compromise of or realization upon the Equipment, other guarantees or any collateral security and (iii) exercise of any other right under this or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to the Guarantors and without in any manner affecting the Guarantors' liability under this Guaranty.

The Guarantors agree to pay all expenses (including attorney's fees and legal expenses) paid or incurred by CFS in endeavoring to collect the Liabilities, or any part thereof and to enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY (THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES). ANY ACTION BETWEEN GUARANTORS AND CFS SHALL BE BROUGHT IN A STATE COURT LOCATED IN THE COUNTY OF BURLINGTON, NEW JERSEY, OR A FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT IN THE STATE WHERE THE GUARANTOR IS LOCATED. GUARANTOR BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

The Guarantors agree that CFS may accept a facsimile copy of this Guaranty as an original, and that facsimile copies of the Guarantor's signatures will be treated as original and admissible as evidence of this Guaranty.

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

CFS-1020 (06/05)

Initial: _____

NOV 26 2008

IMAGE

Canon

Canon Financial Services, Inc.
P.O. Box 4004
Carol Stream, Illinois 60197-4004
Phone 800-220-0200 Fax 630-813-6117

CONTRACT EXTENSION ADDENDUM

CONTRACT
NUMBER: 001-0035850-070

This Contract Extension Addendum ("Addendum") is attached to and made part of the above noted contract (whether designated a lease, rental contract, Master Lease Agreement, or otherwise), between Canon Financial Services, Inc. ("CFS"), and

ON SITE SOURCING INC

("Customer")

executed on 3/6/08 (the "Contract").

At your request, we are extending the Contract by 3 month(s) to 11/1/2008.
The payment(s) due 8/1/08, 9/1/08, 10/1/08 shall be deferred to 4/1/09, 5/1/09, 6/1/09.

Except as set forth above, the terms and conditions set forth in the Contract shall remain in full force and effect. Customer agrees that CFS may accept a facsimile of this Addendum as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence of this Addendum delivered by facsimile. THIS ADDENDUM SHALL BE EFFECTIVE ONLY WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTOR(S) AND ACCEPTED BY CFS.

ACCEPTED

<p>GUARANTOR(S)</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>By: _____</p> <p>Printed Name: _____</p>		<p>CUSTOMER</p> <p>By: <u>Michael Lopez</u></p> <p>Printed Name: <u>Michael Lopez</u></p> <p>Title: <u>CFO</u></p>	
<p>CANON FINANCIAL SERVICES, INC.</p> <p>By: <u>[Signature]</u></p> <p>Title: <u>Sr. WORKS OFFICER</u></p> <p>Date: <u>11/25/08</u></p>		<p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>	

CFS-3114 (02/07)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
5. SEND ACKNOWLEDGEMENT TO: (Name and Address) UCC Direct Services P.O. Box 28071 Glendale, CA 91209-9071 8080636 DE, Secretary of State	

UCC Direct Services
Representation of filingThis filing is Completed
File Number : 61063478
File Date : 29-MAR-2008

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION NAME ON SITE SOURCING INC					
OR 1b INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c MAILING ADDRESS 832 N HENRY STREET		CITY ALEXANDRIA	STATE VA	POSTAL CODE 22314	COUNTRY US
1d SEE INSTRUCTIONS 641848470	ADD'L INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION Corporation	1f JURISDICTION OF ORGANIZATION DE	1g ORGANIZATIONAL ID#, if any 2050305	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION NAME ON SITE SOURCING INC					
OR 2b INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c MAILING ADDRESS 1101 SLATER RD		CITY DURHAM	STATE NC	POSTAL CODE 27703	COUNTRY US
2d SEE INSTRUCTIONS 641648470	ADD'L INFO RE ORGANIZATION DEBTOR	2e TYPE OF ORGANIZATION Corporation	2f JURISDICTION OF ORGANIZATION DE	2g ORGANIZATIONAL ID#, if any 2050305	<input type="checkbox"/> NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNEE or ASSIGNOR E/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION NAME CANON FINANCIAL SERVICES					
OR 3b INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c MAILING ADDRESS 168 GAITHER DRIVE, #200		CITY MT LAUREL	STATE NJ	POSTAL CODE 08054	COUNTRY US

4. The FINANCING STATEMENT covers the following collateral

EQUIP DESC: COPIER, QUANTITY: 1, MODEL: IR9070, SERIAL#: SKH01659, LICENSE#: , EQUIP#: ASSET DETAIL:
EQUIP DESC: COPIER, QUANTITY: 1, MODEL: IR9070, SERIAL#: SKH01955, LICENSE#: , EQUIP#: ASSET DETAIL:
EQUIP DESC: COPIER, QUANTITY: 1, MODEL: IR9070, SERIAL#: SKH01977, LICENSE#: , EQUIP#: ASSET DETAIL:
EQUIP DESC: GRAPHIC, QUANTITY: 1, MODEL: IRC3220, SERIAL#: JNC10295, LICENSE#: , EQUIP#: ASSET DETAIL:
EQUIP DESC: ACCESSORY, QUANTITY: 1, MODEL: IMAGEPASS-M3, SERIAL#: TC0034349, LICENSE#: , EQUIP#: ASSET DETAIL:
EQUIP DESC: ACCESSORY, QUANTITY: 1, MODEL: IMAGEPASS-M3, SERIAL#: TC0034366, LICENSE#: , EQUIP#: ASSET DETAIL:
EQUIP DESC: ACCESSORY, QUANTITY: 1, MODEL: IMAGEPASS-M3, SERIAL#: TC0034371, LICENSE#: , EQUIP#: ASSET DETAIL:
EQUIP DESC: Accessories, QUANTITY: 1, MODEL: IMAGEPASS-C1, SERIAL#: SLL03759, LICENSE#: , EQUIP#: ASSET DETAIL:

5. ALTERNATE DESIGNATION (if applicable):		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOER	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG/ LIEN	<input type="checkbox"/> NON-UCC FRING
6. This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS (Attach Affidavits) (if applicable)		Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA 28431691		7261 LYNN SIEGE		001-0036960-070			

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/02/02)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 682-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071 8406781 DE, Secretary of State	

UCC Direct Services
Representation of filingThis filing is Completed
File Number : 81623719
File Date : 12-MAY-2006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. INITIAL FINANCING STATEMENT FILE # 61063478		29-MAR-2006		14. THE FINANCING STATEMENT AMENDMENT IS TO BE FILED (for record) (or recorded) in the <input type="checkbox"/> REAL ESTATE RECORDS	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.					
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.					
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address in item 7c, and also give name of assignor in item 5.					
5. AMENDMENT (PARTY INFORMATION): This amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7: <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b and also item 7c; also complete items 7d-7g (if applicable).					
6. CURRENT RECORD INFORMATION					
6a. ORGANIZATION NAME					
OR					
6b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
7. CHANGED (NEW) OR ADDED INFORMATION ON					
7a. ORGANIZATION NAME					
OR					
7b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS		ADD INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION		7f. JURISDICTION OF ORGANIZATION
					7g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): Check only one box. Describe collateral: <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input checked="" type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned. All equipment now or hereafter leased, sold, or financed by Canon Financial Services, Inc. and all general intangibles and accounts receivable with respect to said equipment, and all replacements of, additions to, substitutions for and proceeds of the foregoing. Lease # 001-0036850-070					

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which does not delete or add the existing Debtor, or if this is a termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of Debtor authorizing this Amendment.			
9a. ORGANIZATION NAME CANON FINANCIAL SERVICES			
OR			
9b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME
			SUFFIX
10. OPTIONAL FILER REFERENCE DATA 7251 LYNN SIEGE 001-0036850-070 20945539 Debtor Name: ON SITE SOURCING INC			
FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 10/22/93)			

NON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: ON SITE SOURCING INC
Contract Number: 001-0035850-070

Statement Date: 2/9/2009
Default Date: 12/1/2008

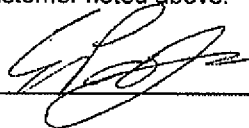
Remaining L/R Balance (discounted to the present value of 6%) \$16,829.85

Purchase Option Price (per Agreement) \$28,885.86

Fair Market Value

Sales/Use Tax	\$3,200.10
Property Tax	\$885.10
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$0.00
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$0.00
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$61.93
Subtotal	<u>\$49,862.84</u>
PLUS - Legal Fees	12,465.71
PLUS - Service Tax for Legal Fees	872.60
Total Due and Owing	<u><u>\$63,201.15</u></u>

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



Canon

Canon Financial Services, Inc. (CFS)
Renton, WA 98057
Card Street, Box 4004
Renton, WA 98057

LEASE AGREEMENT

CFS-1014 (08/89)

AGREEMENT
HABER

1-35850-72

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

DA

City

County

State

Zip

Phone

(703) 278-1123

Equipment
Various - See Equipment Schedule

City

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NOV 2008

IMAGE

Canon

Canon Financial Services, Inc.
P.O. Box 4034
Carroll Stream, Illinois 60197-4004
Phone 800-220-0200 Fax 856-813-6117

CONTRACT EXTENSION ADDENDUM

CONTRACT
NUMBER: 001-0035850-072

This Contract Extension Addendum ("Addendum") is attached to and made part of the above noted contract (whether designated a lease, rental contract, Master Lease Agreement, or otherwise), between Canon Financial Services, Inc. ("CFS"), and
ON SITE SOURCING INC ("Customer")
executed on 4/27/06 (the "Contract").

At your request, we are extending the Contract by 3 month(s) to 11/1/2008.
The payment(s) due 8/1/08, 9/1/08, 10/1/08 shall be deferred to 6/1/09, 7/1/09, 8/1/09.

Except as set forth above, the terms and conditions set forth in the Contract shall remain in full force and effect. Customer agrees that CFS may accept a facsimile of this Addendum as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence of this Addendum delivered by facsimile. THIS ADDENDUM SHALL BE EFFECTIVE ONLY WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTOR(S) AND ACCEPTED BY CFS.

ACCEPTED

<p>GUARANTOR(S)</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>By: _____</p> <p>Printed Name: _____</p>	<p>CUSTOMER</p> <p>By: <u>Michael G. Gray</u></p> <p>Printed Name: <u>Michael G. Gray</u></p> <p>Title: <u>CFO</u></p>
<p>CANON FINANCIAL SERVICES, INC.</p> <p>By: <u>[Signature]</u></p> <p>Title: <u>SA WORKOUT OFFICER</u></p> <p>Date: <u>11/12/08</u></p>	<p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>

CFS-3118 (02/02)

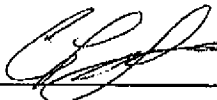
NON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: ON SITE SOURCING INC
Contract Number: 001-0035850-072

Statement Date: 2/9/2009
Default Date: 12/1/2008

Remaining L/R Balance (discounted to the present value of 6%)	\$21,550.23
 Purchase Option Price (per Agreement)	 \$28,699.80
 Fair Market Value	
Sales/Use Tax	\$1,365.00
Property Tax	\$1,222.30
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$0.00
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$0.00
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$16.97
Subtotal	<hr/> \$52,854.30
PLUS - Legal Fees	13,213.57
PLUS - Service Tax for Legal Fees	358.93
 Total Due and Owing	 <hr/> <hr/> \$66,426.81

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



1. **ASSIGNMENT OF RIGHTS.** Customer agrees that it shall not be assigned, sold, or otherwise disposed of, in whole or in part, to any third party without the prior written consent of the Equipment Manufacturer. Any attempt to assign, sell, or otherwise dispose of the Equipment without the prior written consent of the Equipment Manufacturer shall be null and void. This restriction shall not apply to the assignment of the Equipment to a subsidiary or affiliate of Customer, or to the assignment of the Equipment to a third party in connection with a merger or acquisition of Customer.

2. **WARRANTY.** The Equipment Manufacturer warrants that the Equipment is free from defects in material and workmanship at the time of delivery. The Equipment Manufacturer also warrants that the Equipment is free from defects in design and construction. The Equipment Manufacturer's warranty shall be limited to the repair or replacement of defective parts and components. The Equipment Manufacturer shall not be liable for consequential damages or for any loss of profits or business resulting from the use of the Equipment. The Equipment Manufacturer's warranty shall be void if the Equipment is used for any purpose other than that for which it was designed.

3. **ACCEPTANCE AND INSPECTION.** Customer agrees to inspect the Equipment within ten (10) days of delivery. If Customer finds any defects in the Equipment, it shall notify the Equipment Manufacturer in writing within five (5) days of delivery. If Customer does not notify the Equipment Manufacturer within the specified time, it shall be deemed to have accepted the Equipment. Customer's acceptance of the Equipment shall not constitute a warranty or a release of the Equipment Manufacturer's liability.

4. **MAINTENANCE AND REPAIRS.** Customer agrees to maintain the Equipment in good working order and condition. Customer shall be responsible for all repairs and maintenance of the Equipment. The Equipment Manufacturer shall not be responsible for repairs or maintenance of the Equipment unless the repairs or maintenance are caused by a defect in the Equipment. Customer shall be responsible for the cost of all repairs and maintenance of the Equipment.

5. **FORCE MAJEURE.** The Equipment Manufacturer shall not be liable for delays in the delivery of the Equipment caused by circumstances beyond its control, including but not limited to acts of God, war, strikes, or other events beyond its control. The Equipment Manufacturer shall not be liable for damages to the Equipment caused by such circumstances.

6. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between Customer and the Equipment Manufacturer. No oral agreement or understanding shall be binding on either party. This Agreement shall be governed by the laws of the State of New Jersey. Any dispute arising out of this Agreement shall be resolved by arbitration in New Jersey.

7. **ASSIGNMENT OF RIGHTS.** Customer agrees that it shall not be assigned, sold, or otherwise disposed of, in whole or in part, to any third party without the prior written consent of the Equipment Manufacturer. Any attempt to assign, sell, or otherwise dispose of the Equipment without the prior written consent of the Equipment Manufacturer shall be null and void. This restriction shall not apply to the assignment of the Equipment to a subsidiary or affiliate of Customer, or to the assignment of the Equipment to a third party in connection with a merger or acquisition of Customer.

8. **WARRANTY.** The Equipment Manufacturer warrants that the Equipment is free from defects in material and workmanship at the time of delivery. The Equipment Manufacturer also warrants that the Equipment is free from defects in design and construction. The Equipment Manufacturer's warranty shall be limited to the repair or replacement of defective parts and components. The Equipment Manufacturer shall not be liable for consequential damages or for any loss of profits or business resulting from the use of the Equipment. The Equipment Manufacturer's warranty shall be void if the Equipment is used for any purpose other than that for which it was designed.

9. **ACCEPTANCE AND INSPECTION.** Customer agrees to inspect the Equipment within ten (10) days of delivery. If Customer finds any defects in the Equipment, it shall notify the Equipment Manufacturer in writing within five (5) days of delivery. If Customer does not notify the Equipment Manufacturer within the specified time, it shall be deemed to have accepted the Equipment. Customer's acceptance of the Equipment shall not constitute a warranty or a release of the Equipment Manufacturer's liability.

10. **MAINTENANCE AND REPAIRS.** Customer agrees to maintain the Equipment in good working order and condition. Customer shall be responsible for all repairs and maintenance of the Equipment. The Equipment Manufacturer shall not be responsible for repairs or maintenance of the Equipment unless the repairs or maintenance are caused by a defect in the Equipment. Customer shall be responsible for the cost of all repairs and maintenance of the Equipment.

11. **FORCE MAJEURE.** The Equipment Manufacturer shall not be liable for delays in the delivery of the Equipment caused by circumstances beyond its control, including but not limited to acts of God, war, strikes, or other events beyond its control. The Equipment Manufacturer shall not be liable for damages to the Equipment caused by such circumstances.

12. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between Customer and the Equipment Manufacturer. No oral agreement or understanding shall be binding on either party. This Agreement shall be governed by the laws of the State of New Jersey. Any dispute arising out of this Agreement shall be resolved by arbitration in New Jersey.

13. **ASSIGNMENT OF RIGHTS.** Customer agrees that it shall not be assigned, sold, or otherwise disposed of, in whole or in part, to any third party without the prior written consent of the Equipment Manufacturer. Any attempt to assign, sell, or otherwise dispose of the Equipment without the prior written consent of the Equipment Manufacturer shall be null and void. This restriction shall not apply to the assignment of the Equipment to a subsidiary or affiliate of Customer, or to the assignment of the Equipment to a third party in connection with a merger or acquisition of Customer.

14. **WARRANTY.** The Equipment Manufacturer warrants that the Equipment is free from defects in material and workmanship at the time of delivery. The Equipment Manufacturer also warrants that the Equipment is free from defects in design and construction. The Equipment Manufacturer's warranty shall be limited to the repair or replacement of defective parts and components. The Equipment Manufacturer shall not be liable for consequential damages or for any loss of profits or business resulting from the use of the Equipment. The Equipment Manufacturer's warranty shall be void if the Equipment is used for any purpose other than that for which it was designed.

15. **ACCEPTANCE AND INSPECTION.** Customer agrees to inspect the Equipment within ten (10) days of delivery. If Customer finds any defects in the Equipment, it shall notify the Equipment Manufacturer in writing within five (5) days of delivery. If Customer does not notify the Equipment Manufacturer within the specified time, it shall be deemed to have accepted the Equipment. Customer's acceptance of the Equipment shall not constitute a warranty or a release of the Equipment Manufacturer's liability.

16. **MAINTENANCE AND REPAIRS.** Customer agrees to maintain the Equipment in good working order and condition. Customer shall be responsible for all repairs and maintenance of the Equipment. The Equipment Manufacturer shall not be responsible for repairs or maintenance of the Equipment unless the repairs or maintenance are caused by a defect in the Equipment. Customer shall be responsible for the cost of all repairs and maintenance of the Equipment.

17. **FORCE MAJEURE.** The Equipment Manufacturer shall not be liable for delays in the delivery of the Equipment caused by circumstances beyond its control, including but not limited to acts of God, war, strikes, or other events beyond its control. The Equipment Manufacturer shall not be liable for damages to the Equipment caused by such circumstances.

18. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between Customer and the Equipment Manufacturer. No oral agreement or understanding shall be binding on either party. This Agreement shall be governed by the laws of the State of New Jersey. Any dispute arising out of this Agreement shall be resolved by arbitration in New Jersey.

NOV 2008

IMAGE

Canon

Canon Financial Services, Inc.
P.O. Box 4604
Carol Stream, Illinois 60197-4604
Phone 800-220-0200 Fax 856-813-5117

CONTRACT EXTENSION ADDENDUM

CONTRACT
NUMBER: 001-0035850-077

This Contract Extension Addendum ("Addendum") is attached to and made part of the above noted contract (whether designated a lease, rental contract, Master Lease Agreement, or otherwise), between Canon Financial Services, Inc. ("CFS"), and ON SITE SOURCING INC ("Customer") executed on 9/8/08 (the "Contract").

At your request, we are extending the Contract by 3 month(s) to 11/1/2008. The payment(s) due 8/1/08, 9/1/08, 10/1/08 shall be deferred to 10/1/09, 11/1/09, 12/1/09.

Except as set forth above, the terms and conditions set forth in the Contract shall remain in full force and effect. Customer agrees that CFS may accept a facsimile of this Addendum as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence of this Addendum delivered by facsimile. THIS ADDENDUM SHALL BE EFFECTIVE ONLY WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTOR(S) AND ACCEPTED BY CFS.

ACCEPTED

GUARANTOR(S) By: _____ Printed Name: _____ By: _____ Printed Name: _____	CUSTOMER By: <u>Michael L. Gray</u> Printed Name: <u>Michael L. Gray</u> Title: <u>CFO</u>
CANON FINANCIAL SERVICES, INC. By: <u>[Signature]</u> Title: <u>SVP WORKING OFFER</u> Date: <u>11/25/08</u>	By: _____ Printed Name: _____ Title: _____

CFS-3118 (02/02)

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Phone: (800) 331-3282 Fax: (818) 862-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

UCC Direct Services
P.O. Box 29071
Glendale, CA 91209-9071

9385522

DE, Secretary of State

UCC Direct Services
Representation of filingThis filing is Completed
File Number : 63407624
File Date : 02-OCT-2008

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION NAME
ON SITE SOURCING INC

OR

1b. INDIVIDUAL LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

832 N HENRY STREET

CITY

ALEXANDRIA

STATE

VA

POSTAL CODE

22314

COUNTRY

US

1d. SEE INSTRUCTIONS
541648470ADD'L INFO RE
ORGANIZATION
DEBTOR1e. TYPE OF ORGANIZATION
Corporation1f. JURISDICTION OF ORGANIZATION
DE1g. ORGANIZATIONAL ID# if any
2050305☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION NAME

OR

2b. INDIVIDUAL LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID# if any

☐ NONE

3. SECURED PARTY'S (or NAME of TOTAL ASSIGNOR or ASSIGNOR SP) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION NAME
CANON FINANCIAL SERVICES

OR

3b. INDIVIDUAL LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

158 GAITHER DRIVE, #200

CITY

MT LAUREL

STATE

NJ

POSTAL CODE

08004

COUNTRY

US

4. This FINANCING STATEMENT covers the following collateral:

All equipment now or hereafter leased, sold, or financed by Canon Financial Services, Inc. and all general intangibles and accounts receivable with respect to said equipment, and all replacements of, additions to, substitutions for and proceeds of the foregoing. Lease # 001-0035850-077

5. ALTERNATE DESIGNATION (if applicable):

☒ LESSOR/LESSOR☐ CONSIGNEE/CONSIGNOR☐ BAILEE/BAILOR☐ SELLER/BUYER☐ AGENT☐ NON-UCC FILING6. ☐ This FINANCING STATEMENT is to be filed (for records) (or recorded) in the REAL ESTATE RECORDS. Attach Affidavit (if applicable)☐ Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee) (see 101)☐ All Debtors☐ Debtor 1☐ Debtor 28. OPTIONAL FILER REFERENCE DATA 001-0035850-077
22191339

7261 LYNN SIEGE

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/02/02)

C/ ON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: ON SITE SOURCING INC
Contract Number: 001-0035850-077

Statement Date: 2/9/2009
Default Date: 12/1/2008

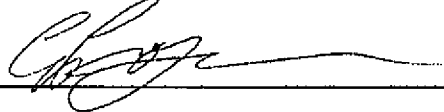
Remaining L/R Balance (discounted to the present value of 6%)	\$5,326.82
---------------------------------------------------------------	------------

Purchase Option Price (per Agreement)	\$6,001.22
---------------------------------------	------------

Fair Market Value

Sales/Use Tax	\$792.96
Property Tax	\$0.00
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$0.00
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$0.00
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$0.00
Subtotal	<u>\$12,121.00</u>
PLUS - Legal Fees	3,030.25
PLUS - Service Tax for Legal Fees	212.12
Total Due and Owing	<u><u>\$15,363.37</u></u>

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



Canon Business Solutions

LEASE AGREEMENT

CFS-1020 (06/05)

Canon

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

AGREEMENT NUMBER **35850083**

COMPANY LEGAL NAME On-Site Sourcing, Inc.		CITY Arlington		COUNTY VA	STATE VA	ZIP 22202
BILLING ADDRESS 2011 Crystal Drive		CITY Atlanta		COUNTY GA	STATE GA	ZIP 30303
EQUIPMENT ADDRESS 285 Peachtree Center Avenue,		CITY Atlanta		COUNTY GA	STATE GA	ZIP 30303
EQUIPMENT INFORMATION				NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description		Number of Payments	Total Payment *	
1	JFG-07710	Paper Deck-Q1 for IR4570; SN: SKU20628		25	\$67.05	
FIRST PAYMENT AMOUNT				Term in months: 25		
FIRST & LAST PAYMENT(S)	SECURITY DEPOSIT	TOTAL DUE AT SIGNING		Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		
\$ 0.00	\$ 0.00	\$ 0.00		* Plus Applicable Taxes		
Nonrefundable Check must accompany agreement				END OF TERM PURCHASE OPTION		
				<input checked="" type="checkbox"/> FAIR MARKET VALUE <input type="checkbox"/> 10% \$ (estimated)		
				<input type="checkbox"/> \$1.00 <input type="checkbox"/> Other \$ (estimated)		

Automated Clearing House (ACH) Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

ACH ☐ YES ☒ NO

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

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED CANON FINANCIAL SERVICES, INC. By: <i>[Signature]</i> Title: DSK Date: 4/17/07		AUTHORIZED CUSTOMER SIGNATURE By: X <i>[Signature]</i> Title: CFO Printed Name: William F. Truchan Tax ID#: 54-1648470 If proprietor, DOB: _____ By: X _____ Title: _____ Printed Name: _____	
--------------------------------------------------------------------------------------------------------------------------	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

To: Canon Financial Services, Inc. (CFS)
The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is lawfully accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

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

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, **CORP**, equipment under the terms of the State of **VA**, with its chief executive office at **2011 Crystal Dr., Arlington VA 22202**, and Customer leases from CFS, with its place of business at 155 Galloway Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and accessories for such equipment (the "Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement"). The amount of each payment specified in Number and Amount of Payments section above and the 10% or Other Purchase Option price specified above are based on the supplier's best estimate of the cost of the Equipment. Such Payments and Purchase Option price will be adjusted upward or downward if the actual total cost of the Equipment, including any sales or use tax, is more or less than the estimate and in that event, Customer authorizes CFS to adjust such Payments and Purchase Option price by up to fifteen percent (15%).

2. **AGREEMENT PAYMENTS:** Customer agrees to pay in advance to CFS, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments," and (b) such other amounts permitted hereunder as issued by CFS ("Payments").

3. **APPLICATION OF PAYMENTS:** All payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS's Acceptance Certificate or otherwise accepts the Equipment as specified herein. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under this Agreement have been paid in full and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due under the Agreement prior to the end of the scheduled term.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

PERSONAL GUARANTY

The undersigned, (whether one or more as specified, the "Guarantor(s)"), in consideration of CANON FINANCIAL SERVICES INC. (CFS) entering into an Agreement (together with any schedule or supplements thereto, the "Agreement") with the Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to CFS, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all promises, obligations and terms of the Agreement and any other financial transactions between Customer and CFS (collectively, the "Liabilities"). If Customer shall default or fail to perform all or any part of the Liabilities when due, the Guarantors agree, upon demand, to pay any amounts which may be due from Customer and to take any action required of Customer under the Agreement. The Guarantors agree that their obligation to guarantee and their liability under this Guaranty is primary and shall not be affected by any subordination, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligation whether or not by agreement of law.

If any payment applied by CFS to the Liabilities is thereafter paid, renewed or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Customer or any other event), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in full force, without standing such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty shall be enforceable and binding 90 days prior written notice to CFS, and such limitation shall be effective only as to Liabilities arising under the Agreement, and shall not affect CFS's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

The Guarantors waive all demands, defenses, counterclaims and set-offs, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. The Guarantors further waive any (i) notice of the incurrence of Liabilities by Customer and the acceptance of this Guaranty, (ii) right to rescind or nullify this Guaranty or any other party before enforcing this Guaranty and (iii) right of subrogation to CFS's rights against Customer until Customer's indebtedness is paid in full and Customer's obligation to CFS has been fully performed. The Guarantors consent and agree that any (i) renewal and extensions of time of payment, (ii) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (iii) exercise of any other right under this or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to the Guarantors and without in any way affecting the Guarantors' liability under this Guaranty.

The Guarantors agree to pay all expenses (including attorney's fees and legal expenses) paid or incurred by CFS in enforcing the Liabilities, or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON, NEW JERSEY, OR A FEDERAL COURT LOCATED IN THIS COUNTY OF CAMDEN NEW JERSEY, PROVIDED THAT EXERCISE OF ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT IN THE STATE WHERE THE GUARANTOR IS LOCATED. GUARANTOR BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

The Guarantors agree that CFS may accept a detachable copy of this Guaranty as an original, and that facsimile copies of the Guarantors' signatures will be treated as an original and binding in an electronic form of this Guaranty.

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

NOV 2008

IMAGE

Canon

Canon Financial Services, Inc.

P.O. Box 4004
Carol Stream, Illinois 60187-4004
Phone 860-220-6200 Fax 658-813-5117**CONTRACT EXTENSION ADDENDUM**CONTRACT
NUMBER: 001-0035850-083

This Contract Extension Addendum ("Addendum") is attached to and made part of the above noted contract (whether designated a lease, rental contract, Master Lease Agreement, or otherwise), between Canon Financial Services, Inc. ("CFS"), and
ON SITE SOURCING INC ("Customer")

executed on 4/1/07 (the "Contract").

At your request, we are extending the Contract by 3 month(s) to 11/1/2008.
The payment(s) due 8/1/08, 9/1/08, 10/1/08 shall be deferred to 6/1/09, 7/1/09, 8/1/09

Except as set forth above, the terms and conditions set forth in the Contract shall remain in full force and effect. Customer agrees that CFS may accept a facsimile of this Addendum as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence of this Addendum delivered by facsimile. THIS ADDENDUM SHALL BE EFFECTIVE ONLY WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTOR(S) AND ACCEPTED BY CFS.

ACCEPTED

GUARANTOR(S)	CUSTOMER
By: _____	By: <u>Michael Gray</u>
Printed Name: _____	Printed Name: <u>Michael Gray</u>
By: _____	Title: <u>CEO</u>
Printed Name: _____	By: _____
CANON FINANCIAL SERVICES, INC.	Printed Name: _____
By: <u>[Signature]</u>	Title: _____
Title: <u>Sr. WORKING OFFICER</u>	Title: _____
Date: <u>11/15/08</u>	Title: _____

CFS-4118 (12/02)

CAI N FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: ON SITE SOURCING INC

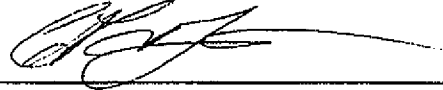
Statement Date: 2/9/2009

Contract Number: 001-0035850-083

Default Date: 12/1/2008

Remaining L/R Balance (discounted to the present value of 6%)	\$588.64
Purchase Option Price (per Agreement)	\$614.70
Fair Market Value	
Sales/Use Tax	\$0.00
Property Tax	\$0.00
Collection Fees	\$0.00
NSF Fees	\$0.00
Insurance Fees	\$0.00
Documentation Fees	\$0.00
Miscellaneous Dealer Payable	\$0.00
Miscellaneous - Other	\$0.00
Late Charges	\$0.00
LESS - Security Deposit	\$0.00
Miscellaneous SALES TAX	\$0.00
Subtotal	\$1,203.34
PLUS - Legal Fees	300.83
PLUS - Service Tax for Legal Fees	0.00
Total Due and Owing	\$1,504.17

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



Canon

CANON BUSINESS SOLUTIONS

FAXABLE LEASE AGREEMENT

CANON

Canon Financial Services, Inc. (CFS)
Remittance Address: P.O. Box 4004
Carol Stream, Illinois 60107-4004 (800) 250-0200

NAME COMPANY (LEGAL NAME) **On-Site Scanning, Inc.** PHONE **703-276-1123**
BILLING ADDRESS **2011 Crystal Drive, Suite 200, Arlington, VA 22202**

EQUIPMENT ADDRESS **20 Wacker Drive, Suite 1575, Chicago, IL 60608**
QUANTITY **1** SERIAL NUMBER **CHE03414** IR5080 W/ Paper Deck AE1
EQUIPMENT DESCRIPTION **Flu-A-D7, UFR IUPCLPS-R2**
No. of Parts **36** Payment Amount (Plus Applicable Taxes) **\$410.00**

Price and Last Payment **\$0.00** Security Deposit **\$0.00** Total Due at Signing **\$0.00**
Term **36** Months **36** Months **36** Months
End of Term Purchase Option **X** (Per Month Value **1** \$1.00 **1** 0% **1** 6% **1** 9% **1** 12% **1** 15% **1** 18% **1** 21% **1** 24% **1** 27% **1** 30% **1** 33% **1** 36% **1** 39% **1** 42% **1** 45% **1** 48% **1** 51% **1** 54% **1** 57% **1** 60% **1** 63% **1** 66% **1** 69% **1** 72% **1** 75% **1** 78% **1** 81% **1** 84% **1** 87% **1** 90% **1** 93% **1** 96% **1** 99% **1** 100% **1** 103% **1** 106% **1** 109% **1** 112% **1** 115% **1** 118% **1** 121% **1** 124% **1** 127% **1** 130% **1** 133% **1** 136% **1** 139% **1** 142% **1** 145% **1** 148% **1** 151% **1** 154% **1** 157% **1** 160% **1** 163% **1** 166% **1** 169% **1** 172% **1** 175% **1** 178% **1** 181% **1** 184% **1** 187% **1** 190% **1** 193% **1** 196% **1** 199% **1** 200% **1** 203% **1** 206% **1** 209% **1** 212% **1** 215% **1** 218% **1** 221% **1** 224% **1** 227% **1** 230% **1** 233% **1** 236% **1** 239% **1** 242% **1** 245% **1** 248% **1** 251% **1** 254% **1** 257% **1** 260% **1** 263% **1** 266% **1** 269% **1** 272% **1** 275% **1** 278% **1** 281% **1** 284% **1** 287% **1** 290% **1** 293% **1** 296% **1** 299% **1** 300% **1** 303% **1** 306% **1** 309% **1** 312% **1** 315% **1** 318% **1** 321% **1** 324% **1** 327% **1** 330% **1** 333% **1** 336% **1** 339% **1** 342% **1** 345% **1** 348% **1** 351% **1** 354% **1** 357% **1** 360% **1** 363% **1** 366% **1** 369% **1** 372% **1** 375% **1** 378% **1** 381% **1** 384% **1** 387% **1** 390% **1** 393% **1** 396% **1** 399% **1** 400% **1** 403% **1** 406% **1** 409% **1** 412% **1** 415% **1** 418% **1** 421% **1** 424% **1** 427% **1** 430% **1** 433% **1** 436% **1** 439% **1** 442% **1** 445% **1** 448% **1** 451% **1** 454% **1** 457% **1** 460% **1** 463% **1** 466% **1** 469% **1** 472% **1** 475% **1** 478% **1** 481% **1** 484% **1** 487% **1** 490% **1** 493% **1** 496% **1** 499% **1** 500% **1** 503% **1** 506% **1** 509% **1** 512% **1** 515% **1** 518% **1** 521% **1** 524% **1** 527% **1** 530% **1** 533% **1** 536% **1** 539% **1** 542% **1** 545% **1** 548% **1** 551% **1** 554% **1** 557% **1** 560% **1** 563% **1** 566% **1** 569% **1** 572% **1** 575% **1** 578% **1** 581% **1** 584% **1** 587% **1** 590% **1** 593% **1** 596% **1** 599% **1** 600% **1** 603% **1** 606% **1** 609% **1** 612% **1** 615% **1** 618% **1** 621% **1** 624% **1** 627% **1** 630% **1** 633% **1** 636% **1** 639% **1** 642% **1** 645% **1** 648% **1** 651% **1** 654% **1** 657% **1** 660% **1** 663% **1** 666% **1** 669% **1** 672% **1** 675% **1** 678% **1** 681% **1** 684% **1** 687% **1** 690% **1** 693% **1** 696% **1** 699% **1** 700% **1** 703% **1** 706% **1** 709% **1** 712% **1** 715% **1** 718% **1** 721% **1** 724% **1** 727% **1** 730% **1** 733% **1** 736% **1** 739% **1** 742% **1** 745% **1** 748% **1** 751% **1** 754% **1** 757% **1** 760% **1** 763% **1** 766% **1** 769% **1** 772% **1** 775% **1** 778% **1** 781% **1** 784% **1** 787% **1** 790% **1** 793% **1** 796% **1** 799% **1** 800% **1** 803% **1** 806% **1** 809% **1** 812% **1** 815% **1** 818% **1** 821% **1** 824% **1** 827% **1** 830% **1** 833% **1** 836% **1** 839% **1** 842% **1** 845% **1** 848% **1** 851% **1** 854% **1** 857% **1** 860% **1** 863% **1** 866% **1** 869% **1** 872% **1** 875% **1** 878% **1** 881% **1** 884% **1** 887% **1** 890% **1** 893% **1** 896% **1** 899% **1** 900% **1** 903% **1** 906% **1** 909% **1** 912% **1** 915% **1** 918% **1** 921% **1** 924% **1** 927% **1** 930% **1** 933% **1** 936% **1** 939% **1** 942% **1** 945% **1** 948% **1** 951% **1** 954% **1** 957% **1** 960% **1** 963% **1** 966% **1** 969% **1** 972% **1** 975% **1** 978% **1** 981% **1** 984% **1** 987% **1** 990% **1** 993% **1** 996% **1** 999% **1** 1000% **1** 1003% **1** 1006% **1** 1009% **1** 1012% **1** 1015% **1** 1018% **1** 1021% **1** 1024% **1** 1027% **1** 1030% **1** 1033% **1** 1036% **1** 1039% **1** 1042% **1** 1045% **1** 1048% **1** 1051% **1** 1054% **1** 1057% **1** 1060% **1** 1063% **1** 1066% **1** 1069% **1** 1072% **1** 1075% **1** 1078% **1** 1081% **1** 1084% **1** 1087% **1** 1090% **1** 1093% **1** 1096% **1** 1099% **1** 1100% **1** 1103% **1** 1106% **1** 1109% **1** 1112% **1** 1115% **1** 1118% **1** 1121% **1** 1124% **1** 1127% **1** 1130% **1** 1133% **1** 1136% **1** 1139% **1** 1142% **1** 1145% **1** 1148% **1** 1151% **1** 1154% **1** 1157% **1** 1160% **1** 1163% **1** 1166% **1** 1169% **1** 1172% **1** 1175% **1** 1178% **1** 1181% **1** 1184% **1** 1187% **1** 1190% **1** 1193% **1** 1196% **1** 1199% **1** 1200% **1** 1203% **1** 1206% **1** 1209% **1** 1212% **1** 1215% **1** 1218% **1** 1221% **1** 1224% **1** 1227% **1** 1230% **1** 1233% **1** 1236% **1** 1239% **1** 1242% **1** 1245% **1** 1248% **1** 1251% **1** 1254% **1** 1257% **1** 1260% **1** 1263% **1** 1266% **1** 1269% **1** 1272% **1** 1275% **1** 1278% **1** 1281% **1** 1284% **1** 1287% **1** 1290% **1** 1293% **1** 1296% **1** 1299% **1** 1300% **1** 1303% **1** 1306% **1** 1309% **1** 1312% **1** 1315% **1** 1318% **1** 1321% **1** 1324% **1** 1327% **1** 1330% **1** 1333% **1** 1336% **1** 1339% **1** 1342% **1** 1345% **1** 1348% **1** 1351% **1** 1354% **1** 1357% **1** 1360% **1** 1363% **1** 1366% **1** 1369% **1** 1372% **1** 1375% **1** 1378% **1** 1381% **1** 1384% **1** 1387% **1** 1390% **1** 1393% **1** 1396% **1** 1399% **1** 1400% **1** 1403% **1** 1406% **1** 1409% **1** 1412% **1** 1415% **1** 1418% **1** 1421% **1** 1424% **1** 1427% **1** 1430% **1** 1433% **1** 1436% **1** 1439% **1** 1442% **1** 1445% **1** 1448% **1** 1451% **1** 1454% **1** 1457% **1** 1460% **1** 1463% **1** 1466% **1** 1469% **1** 1472% **1** 1475% **1** 1478% **1** 1481% **1** 1484% **1** 1487% **1** 1490% **1** 1493% **1** 1496% **1** 1499% **1** 1500% **1** 1503% **1** 1506% **1** 1509% **1** 1512% **1** 1515% **1** 1518% **1** 1521% **1** 1524% **1** 1527% **1** 1530% **1** 1533% **1** 1536% **1** 1539% **1** 1542% **1** 1545% **1** 1548% **1** 1551% **1** 1554% **1** 1557% **1** 1560% **1** 1563% **1** 1566% **1** 1569% **1** 1572% **1** 1575% **1** 1578% **1** 1581% **1** 1584% **1** 1587% **1** 1590% **1** 1593% **1** 1596% **1** 1599% **1** 1600% **1** 1603% **1** 1606% **1** 1609% **1** 1612% **1** 1615% **1** 1618% **1** 1621% **1** 1624% **1** 1627% **1** 1630% **1** 1633% **1** 1636% **1** 1639% **1** 1642% **1** 1645% **1** 1648% **1** 1651% **1** 1654% **1** 1657% **1** 1660% **1** 1663% **1** 1666% **1** 1669% **1** 1672% **1** 1675% **1** 1678% **1** 1681% **1** 1684% **1** 1687% **1** 1690% **1** 1693% **1** 1696% **1** 1699% **1** 1700% **1** 1703% **1** 1706% **1** 1709% **1** 1712% **1** 1715% **1** 1718% **1** 1721% **1** 1724% **1** 1727% **1** 1730% **1** 1733% **1** 1736% **1** 1739% **1** 1742% **1** 1745% **1** 1748% **1** 1751% **1** 1754% **1** 1757% **1** 1760% **1** 1763% **1** 1766% **1** 1769% **1** 1772% **1** 1775% **1** 1778% **1** 1781% **1** 1784% **1** 1787% **1** 1790% **1** 1793% **1** 1796% **1** 1799% **1** 1800% **1** 1803% **1** 1806% **1** 1809% **1** 1812% **1** 1815% **1** 1818% **1** 1821% **1** 1824% **1** 1827% **1** 1830% **1** 1833% **1** 1836% **1** 1839% **1** 1842% **1** 1845% **1** 1848% **1** 1851% **1** 1854% **1** 1857% **1** 1860% **1** 1863% **1** 1866% **1** 1869% **1** 1872% **1** 1875% **1** 1878% **1** 1881% **1** 1884% **1** 1887% **1** 1890% **1** 1893% **1** 1896% **1** 1899% **1** 1900% **1** 1903% **1** 1906% **1** 1909% **1** 1912% **1** 1915% **1** 1918% **1** 1921% **1** 1924% **1** 1927% **1** 1930% **1** 1933% **1** 1936% **1** 1939% **1** 1942% **1** 1945% **1** 1948% **1** 1951% **1** 1954% **1** 1957% **1** 1960% **1** 1963% **1** 1966% **1** 1969% **1** 1972% **1** 1975% **1** 1978% **1** 1981% **1** 1984% **1** 1987% **1** 1990% **1** 1993% **1** 1996% **1** 1999% **1** 2000% **1** 2003% **1** 2006% **1** 2009% **1** 2012% **1** 2015% **1** 2018% **1** 2021% **1** 2024% **1** 2027% **1** 2030% **1** 2033% **1** 2036% **1** 2039% **1** 2042% **1** 2045% **1** 2048% **1** 2051% **1** 2054% **1** 2057% **1** 2060% **1** 2063% **1** 2066% **1** 2069% **1** 2072% **1** 2075% **1** 2078% **1** 2081% **1** 2084% **1** 2087% **1** 2090% **1** 2093% **1** 2096% **1** 2099% **1** 2100% **1** 2103% **1** 2106% **1** 2109% **1** 2112% **1** 2115% **1** 2118% **1** 2121% **1** 2124% **1** 2127% **1** 2130% **1** 2133% **1** 2136% **1** 2139% **1** 2142% **1** 2145% **1** 2148% **1** 2151% **1** 2154% **1** 2157% **1** 2160% **1** 2163% **1** 2166% **1** 2169% **1** 2172% **1** 2175% **1** 2178% **1** 2181% **1** 2184% **1** 2187% **1** 2190% **1** 2193% **1** 2196% **1** 2199% **1** 2200% **1** 2203% **1** 2206% **1** 2209% **1** 2212% **1** 2215% **1** 2218% **1** 2221% **1** 2224% **1** 2227% **1** 2230% **1** 2233% **1** 2236% **1** 2239% **1** 2242% **1** 2245% **1** 2248% **1** 2251% **1** 2254% **1** 2257% **1** 2260% **1** 2263% **1** 2266% **1** 2269% **1** 2272% **1** 2275% **1** 2278% **1** 2281% **1** 2284% **1** 2287% **1** 2290% **1** 2293% **1** 2296% **1** 2299% **1** 2300% **1** 2303% **1** 2306% **1** 2309% **1** 2312% **1** 2315% **1** 2318% **1** 2321% **1** 2324% **1** 2327% **1** 2330% **1** 2333% **1** 2336% **1** 2339% **1** 2342% **1** 2345% **1** 2348% **1** 2351% **1** 2354% **1** 2357% **1** 2360% **1** 2363% **1** 2366% **1** 2369% **1** 2372% **1** 2375% **1** 2378% **1** 2381% **1** 2384% **1** 2387% **1** 2390% **1** 2393% **1** 2396% **1** 2399% **1** 2400% **1** 2403% **1** 2406% **1** 2409% **1** 2412% **1** 2415% **1** 2418% **1** 2421% **1** 2424% **1** 2427% **1** 2430% **1** 2433% **1** 2436% **1** 2439% **1** 2442% **1** 2445% **1** 2448% **1** 2451% **1** 2454% **1** 2457% **1** 2460% **1** 2463% **1** 2466% **1** 2469% **1** 2472% **1** 2475% **1** 2478% **1** 2481% **1** 2484% **1** 2487% **1** 2490% **1** 2493% **1** 2496% **1** 2499% **1** 2500% **1** 2503% **1** 2506% **1** 2509% **1** 2512% **1** 2515% **1** 2518% **1** 2521% 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NOV 2008

Canon

IMAGE

Canon Financial Services, Inc.

P.O. Box 4004
Carol Stream, Illinois 60187-4004
Phone 800-220-0200 Fax 656-813-5117

CONTRACT EXTENSION ADDENDUM

CONTRACT
NUMBER: 001-0035850-086

This Contract Extension Addendum ("Addendum") is attached to and made part of the above noted contract (whether designated a lease, rental contract, Master Lease Agreement, or otherwise), between Canon Financial Services, Inc. ("CFS"), and

ON SITE SOURCING INC ("Customer")
executed on 4/8/08 (the "Contract").

At your request, we are extending the Contract by 4 month(s) to 11/1/2008.
The payment(s) due 7/1/08, 8/1/08, 9/1/08, 10/1/08 shall be deferred to 5/1/11, 6/1/11, 7/1/11, 8/1/11.

Except as set forth above, the terms and conditions set forth in the Contract shall remain in full force and effect. Customer agrees that CFS may accept a facsimile of this Addendum as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence of this Addendum delivered by facsimile. THIS ADDENDUM SHALL BE EFFECTIVE ONLY WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTOR(S) AND ACCEPTED BY CFS.

ACCEPTED

<p>GUARANTOR(S)</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>By: _____</p> <p>Printed Name: _____</p>	<p>CUSTOMER</p> <p>By: <u>Michael Gregory</u></p> <p>Printed Name: <u>Michael Gregory</u></p> <p>Title: <u>CFO</u></p>
<p>CANON FINANCIAL SERVICES, INC.</p> <p>By: <u>[Signature]</u></p> <p>Title: <u>Canon Workday</u></p> <p>Date: <u>11/25/08</u></p>	<p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p>

CFS-3118 (2/2007)

NON FINANCIAL SERVICES, INC
STATEMENT OF ACCOUNT

Customer Name: ON SITE SOURCING INC

Statement Date: 2/9/2009

Contract Number: 001-0035850-086

Default Date: 12/1/2008

Remaining L/R Balance (discounted to the present value of 6%) \$13,234.53

Purchase Option Price (per Agreement) \$6,833.33

Fair Market Value

Sales/Use Tax \$1,605.43

Property Tax \$0.00

Collection Fees \$0.00

NSF Fees \$0.00

Insurance Fees \$0.00

Documentation Fees \$0.00

Miscellaneous Dealer Payable \$0.00

Miscellaneous - Other \$0.00

Late Charges \$0.00

LESS - Security Deposit \$0.00

Miscellaneous SALES TAX \$0.00

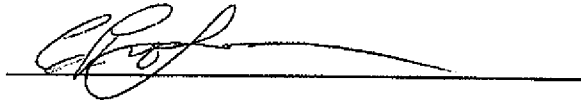
Subtotal \$21,673.29

PLUS - Legal Fees 5,418.32

PLUS - Service Tax for Legal Fees 433.47

Total Due and Owing \$27,525.08

I certify that the information listed above is a true and correct representation of the statement of account, as of the statement date, for the customer noted above.



CANON FINANCIAL SERVICES, INC.

158 Gaither Drive, Suite 200

P.O. Box 5008

Mt. Laurel, NJ 08054

March 30, 2009

On-Site Sourcing, Inc., et al
Attn: BMC Group, Claims Processing
PO Box 2005
Chanhassen, MN 55317-2005

Re: *On-Site Sourcing, Inc.*
United States Bankruptcy Court for the Eastern District of Virginia
Case No.: 09-10816

Dear Sir/Madam:

Enclosed please find an original and one (1) copy of a Proof of Claim with regard to the above-referenced matter. Please file the original and return a filed, conformed copy of same in the self-addressed stamped envelope provided.

Thank you.

Very truly yours,

CANON FINANCIAL SERVICES, INC.

A handwritten signature in cursive script, reading "Elaine M. Monti /man".

Elaine M. Monti
Senior Workout Manager

EMM/mdn
enclosures