

COPY

B10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT <u>EASTERN</u> DISTRICT OF <u>VIRGINIA</u>		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): DELL FINANCIAL SERVICES L.L.C.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: c/o Sabrina L. Streuand, Esq.; Streuand & Landon, LLP 515 Congress Avenue, Suite 2523 Austin, Texas 78701 Telephone number: (512) 236-9900		Court Claim Number: (if known)
Name and address where payment should be sent (if different from above):		Filed on:
Telephone number:		<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.
<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.		<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.
1. Amount of Claim as of Date Case Filed: \$ 128,333.85		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(n). 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 type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
<input 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"/> 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).
2. Basis for Claim: Rejection of Executory Contract (See instruction #2 on reverse side.)		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).
3. Last four digits of any number by which creditor identifies debtor: 0391		<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).
In. Debtor may have scheduled account as: (See instruction #3a on reverse side.)		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).
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"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507 (a)().
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other		Amount entitled to priority: \$
Describe:		*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.
Value of Property: \$ Annual Interest Rate: %		
Amount of arrearage and other charges as of time case filed included in secured claim,		
If any: \$ Basis for perfection:		
Amount of Secured Claim: \$ Amount Unsecured: \$		
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 or 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 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: 6-10-09	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. Charles Simpson, Bankruptcy Manager	FOR COURT USE ONLY

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

FILED

JUN 15 2009

BMC GROUP

On-Site Sourcing, Inc.



00204

**DELL FINANCIAL SERVICES, L.L.C.'S CLAIM AGAINST
ON-SITE SOURCING, INC.**

ATTACHMENT "A"

1. The basis of the debt is as follows: Dell Financial Services, L.L.C. (hereinafter referred to as "DFS"), supplied, leased, and sold to the above-named Debtor certain goods including, but not limited to, computers, monitors, printers, servers and other products as identified in the attached Lease Agreements (the "Equipment"). The terms and conditions as agreed to by the Debtors for the Lease Agreements, as well as the current balance information are attached hereto as Exhibits "A." The Uniform Commercial Code Financing Statements (UCC-1) perfecting DFS's security interest in the computers and related products under the Leases is attached as Exhibit "B."

2. On a monthly basis the following was due under the Leases:

<u>Schedule</u>	<u>Total Monthly Rent</u>
001-6750391-002	\$1,248.01
001-6750391-003	\$3,156.83
001-6750391-005	\$791.55
001-6750391-006	\$301.01
001-6750391-007	\$532.25
001-6750391-008	\$761.44
001-6750391-009	\$1,304.75
001-6750391-010	\$277.89
001-6750391-013	\$487.69
001-6750391-014	\$632.80
001-6750391-015	\$616.97
001-6750391-017	\$1,676.60
Total	\$11,787.79

3. On May 5, 2009, the Court entered a Modified Order Authorizing the Rejection of Certain Executory Contracts and/or Unexpired Leases, authorizing the rejection of DFS' Leases, and authorizing Debtors and DFS to enter into an Asset Purchase Agreement. The pre-petition amount due is \$116,546.06 and the post-petition amount due is \$11,787.79, for a total of \$128,333.85 in lease rejection damages.

NOTE: CLAIMANT RESERVES THE RIGHT TO AMEND THIS PROOF OF CLAIM AS FURTHER INFORMATION BECOMES AVAILABLE.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Proof of Claim has been served via electronic filing, and/or U.S. Mail, on this 14 day of June, 2009 on the following:

Jeremy S. Williams
Kimberly A. Pierro
Loc Pfeiffer
Kutak Rock LLP
1111 E. Main Street, Suite 800
Richmond, VA 23219-3500

Attorneys for Debtors

Martha L. Davis
Office of U.S. Trustee
115 South Union Street #210
Alexandria, VA 22314

Attorneys for U.S. Trustee

Craig Benson Young
Michael E. Hastings
LeClair Ryan, P.C.
225 Reinekers Lane Suite 700
Alexandria, VA 22314 Harley J. Goldstein

Attorneys for Unsecured
Creditors Committee

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



Sabrina L. Streusand

LEASE NO: 001 - 006750391 - 002



Financial Services

Assigned to Dell Equipment Funding L.P.

Your Dell Customer Number is: 7136695



Company No: 05

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. HAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

FULL LEGAL NAME OF LESSEE ON-SITE SOURCING INC		LEASE TERM (MONTHS) 24	MONTHLY RENT PAYMENT ^a \$1,248.01 <small>*Subject to Applicable Tax</small>	MONTHLY PERSONAL PROPERTY MGMT FEE ^a \$82.63 <small>*Subject to Applicable Tax</small>	COMMENCEMENT DATE
DBA NAME (IF ANY)		TYPE OF BUSINESS Corporation			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314		FINANCING TERMS Product Cost = \$29,670.00 Transaction Processing Fee ^{**} = \$75.00 Shipping Charges ^{**} = \$210.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) ^a A Transaction Processing Fee IS Included in the Monthly Rent Payment shown above. ^{**} Charges to ship to you ARE included in the Monthly Rental Payment.			
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)		SOCIAL SECURITY NUMBER		END OF LEASE PURCHASE OPTION FMV	

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-18, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 8; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER

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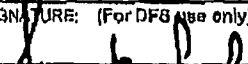
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Ver0801 Mod8.42stlease

LEASE NO: 001 - 006750391 - 002

THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YOU/LESSEE: ON-SITE SOURCING INC		US/LESSOR: (For DFS use only) Cell Financial Services L.P. 99365 Collections Center Drive Chicago, IL 60693 Phone (800) 985-3955 Fax (800) 834-4207 or Fax (512) 246-2028	
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE: (For DFS use only) 	
PRINT NAME AND TITLE: Jeffrey Fehrman		PRINT NAME AND TITLE: (For DFS use only) David Paul	
DATE: 4/29/06		DATE	

Step ①. Please sign and date the YOU/LESSEE section and print your name and Title.

PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 001 - 006750391-002

This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the personal guarantors indicated below. When we use the words we, us and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into the Lease, you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstance which might otherwise be a defense available to, or a discharge of, Lessee or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including those of protest, possession and demand, notice of acceptance hereof and all other notices of any kind. You agree that we can renew, extend or otherwise modify the terms of the Lease without releasing you. You will pay all our expenses including attorney's fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs, administrators and personal representatives. We may, without releasing your liability hereunder, compromise or release any rights against Lessee or the Products or you. You consent in the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you agrees that its liability is joint and several. This Guaranty may be enforced by any assignee or successor of ours to the same extent as we may enforce it. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit and make other credit inquiries that we determine are necessary. THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 16.

Date: _____ (Date Signed)	INDIVIDUAL GUARANTOR NAME (PRINTED) _____	GUARANTOR SOCIAL SECURITY NUMBER _____
By _____	SIGNATURE INDIVIDUAL GUARANTOR (NO TITLE) _____	GUARANTOR HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE) _____

Step ②. If your name is pre-printed, please SIGN and date the Personal Guaranty section and provide your home address.

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FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER for SOLE PROPRIETORS)

Step ③. If your FEI number is not pre-printed, you MUST provide it in the box above.

Please attach a copy of a **VOIDED CHECK** here.

Step ④. Attach a PRE-PRINTED Voided Check.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE DO NOT COMPLETE STEPS 1-4 ABOVE.

LEASE NO: 001 - 006750391 - 002

3. Lease, Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the closest 1st, 5th, 9th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5.00% of the late payment amount or (ii) \$20.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: We are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts paid due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. We may, at our option, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for disinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then fair market value of the Products, will be as determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you purchase the Products or return the Products to us on the last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a

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LEASE NO: 001 - 006750391 - 002

continuing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' in place value. If you do not agree with our determination, the fair market retail value will be determined for you at your expense by an independent appraiser selected by us. Upon payment in full of the Purchase price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer or credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or leases between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in a litigation or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier for the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.

LEASE NO: 001 - 006750391-002



Financial Services

Attachment A

Company No: 05

Attached hereto and made a part hereof Lease No: 001 - 006750391-002 between DELL FINANCIAL SERVICES L.P. as Lessor and ON-SITE SOURCING INC as Lessee

Product Location	General Product Description/Supplier/Quantity			
832 NORTH HENRY ST	Dell Order #369096989			
ALEXANDRIA	Description		Quantity	
VA	PowerEdge 6650 2.2GHz	12MB Cache Xeon, Redundant	1	\$3,819.90
22314	Power			
	Quad Processors 2.2GHz/2MB	Cache, Intel Xeon PowerEdge 66XX	1	\$4,213.09
	4GB DDR SDRAM (16X256MB)		1	\$1,438.67
	No Keyboard Option		1	\$0.00
	No Monitor Option		1	\$0.00
	73GB 10K RPM Ultra 320	SCSI Hard Drive	1	\$293.05
	PERC3,DC,128MB,2 Internal & 0 External Channels,With Documentation		1	\$783.05
	1.44MB,3.5in,Floppy Drive,for Dell PowerEdge Servers		1	\$0.00
	No Operating System,For Dell PowerEdge Servers,No Windows 2000		1	\$0.00
	Dell OpenManage Kit,32-Bit		1	\$0.00
	Mouse Option None		1	\$0.00
	24X IDE Internal CD-ROM,Black,for Dell PowerEdge		1	\$0.00
	No Hard Copy Documentation		1	\$0.00
	73GB 10K RPM Ultra 320	SCSI Hard Drive	1	\$293.05
	AR1R6 Add-In RAID 1/RAID 5		1	\$0.00
	Rack Chassis w/Versarall	RoundHole-Universal for 3rd-party racks, PE6650	1	\$342.04
	146GB 10K RPM Ultra 320	SCSI Hard Drive	1	\$489.05
	146GB 10K RPM Ultra 320	SCSI Hard Drive	1	\$489.05
	146GB 10K RPM Ultra 320	SCSI Hard Drive	1	\$489.05
	Premier Enterprise Support - Advanced Software Support		1	\$300.00
	Quantity 3 Resolutions			
	Type 2 Contract Same Day 4 HR Parts and Labor On-Site Response ,	Initial Year	1	\$848.00
	Type 2 Contract Same Day 4 HR Parts and Labor On-Site Response ,	Two Years	1	\$434.00
	Premier Enterprise Silver Spt.Level Two Technician Server 1-886-410-3355	Three Years	1	\$199.00
	On-Site Installation Declined		1	\$0.00
	Dell Order #367520436			
832 NORTH HENRY ST	Description		Quantity	
ALEXANDRIA	PowerEdge 6650 2.7GHz/2MB	Cache Xeon, Redundant	1	\$4,317.38
VA	Power			
22314	Quad Processors 2.7GHz/2MB	Cache, Intel Xeon PowerEdge 66XX	1	\$4,416.95
	4GB DDR SDRAM (8X512MB)		1	\$1,539.60
	No Keyboard Option		1	\$0.00
	No Monitor Option		1	\$0.00
	73GB 10K RPM Ultra 320	SCSI Hard Drive	1	\$293.55
	PERC3,DC,128MB,2 Internal & 0 External Channels,With Documentation		1	\$784.62
	1.44MB,3.5in,Floppy Drive,for Dell PowerEdge Servers		1	\$0.00

LEASE NO: 001 - 006750391 - 002

No Operating System, For Dell PowerEdge Servers, No Windows 2000	1	\$0.00
Dell OpenManage Kit, 32-Bit	1	\$0.00
Mouse Option None	1	\$0.00
24X IDE Internal CD-ROM, Black, for Dell PowerEdge	1	\$0.00
No Hard Copy Documentation	1	\$0.00
73GB 10K RPM Ultra 320 SCSI Hard Drive	1	\$283.55
AR1R5 Add-In RAID 1/RAID 5	1	\$0.00
Rack Chassis w/Versarall RoundHole-Universal for 3rd-party racks, PE8850	1	\$342.85
146GB 10K RPM Ultra 320 SCSI Hard Drive	1	\$489.90
146GB 10K RPM Ultra 320 SCSI Hard Drive	1	\$489.90
146GB 10K RPM Ultra 320 SCSI Hard Drive	1	\$489.90
Premier Enterprise Support - Advanced Software Support	1	\$300.00
Quantity 3 Resolutions		
Premier Enterprise Silver Spt. Level Two Technician Server 1-866-410-3356 Three Years	1	\$199.00
Type 2 Contract Same Day 4 HR Parts and Labor On-Site Response, One Year	1	\$848.00
Type 2 Contract Same Day 4 HR Parts and Labor On-Site Response, Two Years	1	\$434.00
On-Site Installation Declined	1	\$0.00
Standalone Server (Not used in Cluster) Information SKU	1	\$0.00
Yes	1	\$0.00
Dell Promotion (match)	1	\$0.00

All other terms and conditions of the Lease shall remain unchanged.

		Company	
		NUMBER:	05
Lease Quote# :	8487255	Sales Rep:	ADAM WEEDY
Date:	04-29-2005	Lease Rep:	ZACHARY WEIGEL
Customer:	ON-SITE SOURCING INC	Lease Rep Admin:	SYS ADMIN
Business Unit:	None		

Notes for Lease Quote # 8487255

Creation Date : 29-APR-2005 **Expiry Date :** 28-JUN-2005

Start Date : **Payment Date :**

Lease Status : RL **Status Date :** 29-APR-2005

Enter in your Note

You can only enter in 80 charaters per note.

list of Notes

User	Date and Time	Note
LORIANN AGUIRRE	29-APR-2005 03:32:37 PM	WKTb-walked to booking
LORIANN AGUIRRE	29-APR-2005 03:32:32 PM	RLIM-name title correct per nts below released eml rep
LORIANN AGUIRRE	29-APR-2005 03:32:17 PM	Fiserv returned an authorization code of 005040 on 29-APR-05 03:32:17 PM
LORIANN AGUIRRE	29-APR-2005 03:32:13 PM	Fiserv returned an authorization code of Reverse Authorization 097711 on 29-APR-05 03:32:13 PM
ZACHARY WEIGEL	29-APR-2005 03:30:52 PM	Jeffery Fehrman's title is Director of IT
LORIANN AGUIRRE	29-APR-2005 03:26:37 PM	PNDG4
LORIANN AGUIRRE	29-APR-2005 03:26:29 PM	placed in ds eml rep
LORIANN AGUIRRE	29-APR-2005 03:26:23 PM	signed docs r'cvd
LORIANN AGUIRRE	29-APR-2005 03:26:18 PM	Signor Jeffery Fehrman authorized title needed per corporation.
ZACHARY WEIGEL	29-APR-2005 02:43:28 PM	new monthly payment = \$1248.01
ZACHARY	29-APR-2005	Fiserv returned an authorization code of 097711 on 29-APR-

WEIGEL	12:11:43 PM	05 12:11:43 PM
ZACHARY WEIGEL	29-APR-2005 11:50:51 AM	Monthly payment = \$642.40
ZACHARY WEIGEL	29-APR-2005 11:50:16 AM	24 Mo FMV - IRR 17.44% (LRF 4.16628, stream 0%)
ZACHARY WEIGEL	29-APR-2005 11:48:40 AM	The CMS credit check. Status: CA



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Lease Quote# :	8487255	Company NUMBER:	05
Date:	04-29-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Recalc							
Lease Type <input type="text" value="Fair Market Value"/>	Order Total Amount \$29,670.00						
Term <input type="text" value="24"/> months	Financed Sales Tax <input checked="" type="checkbox"/> \$0.00						
Current Rate for this Order Size 19.87%	Shipping Cost <input checked="" type="checkbox"/> \$210.00						
Prior Rates for this Order Size <input type="text" value=""/>	Documentation Fee <input checked="" type="checkbox"/> \$75.00						
Payment Cycle <input checked="" type="radio"/> Monthly	Waive Documentation Fee <input type="checkbox"/> \$0.00						
<input type="radio"/> Quarterly	Down Payment \$0.00						
Advance/Arrears <input type="text" value="Arrears"/>	Total Financed \$29,955.00						
Advance Payments <input type="text" value="0"/>	Annual Property Management Fee <input checked="" type="checkbox"/> \$991.51						
Remaining Payments 24	Monthly Payment \$1,291.34						
Down Payment 0	Monthly Sales Tax \$68.69						
Shipping Cost <input type="text" value="210"/>	Monthly Property Management \$82.63						
<table border="1"> <thead> <tr> <th>Order #</th> <th>Sales Tax Code</th> </tr> </thead> <tbody> <tr> <td>367520438</td> <td>100 VA - State Tax</td> </tr> <tr> <td>369096989</td> <td>100 VA - State Tax</td> </tr> </tbody> </table>	Order #	Sales Tax Code	367520438	100 VA - State Tax	369096989	100 VA - State Tax	Total Monthly Payment \$1,442.66
Order #	Sales Tax Code						
367520438	100 VA - State Tax						
369096989	100 VA - State Tax						
	Advance Payment \$0.00						
	Total Rent Payment \$30,992.16						
	Cost of Financing \$1,037.16						
	Residual FMV						
	Residual Insurance \$3,782.93						
	Commencement Date <input type="text" value="01"/>						
	Calculate Interim Rent <input checked="" type="checkbox"/>						
	Is MLA? <input type="checkbox"/>						

Snap Lease Checklist

Lessor 001

Customer Number 00675039 / Schedule Number 002

Customer Name: On Site Sourcing Inc

SMB Coordinator Lori Aguirre

Date: 4/29/05

Type of Lease:

- ☐ Tax Exempt
- ☐ Special Pricing
- ☐ Structured

Include following information:

☒ LRF 4.16628 ✓

☒ APR 17.440%

☐ DLRS _____

☒ Monthly Payment (Special Pricing) \$1,248.01

☐ (Structured Deal) Is Tax Code 0032 YES or NO

☐ Down Payment and Monthly Payment (Structured)

o 1 @ _____ and _____ @ _____

☒ Copy "Quote Calculator"

☒ LMS Notes

☒ KeyFile Documents

LEASE NO: 001 - 006750391 - 003



Financial Services

Assigned to CIT Financial USA Inc.

Your Dell Customer Number Is: 7136695



Company No: 05

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH" WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES LP.

FULL LEGAL NAME OF LESSEE		LEASE TERM (MONTHS)	MONTHLY RENT PAYMENT*	MONTHLY PERSONAL PROPERTY MGMT FEE*	COMMENCEMENT DATE
ON-SITE SOURCING INC		24	\$3,156.83 *Subject to Applicable Tax	\$208.13 *Subject to Applicable Tax	
DBA NAME (IF ANY)	TYPE OF BUSINESS	FINANCING TERMS			
	Corporation	Product Cost = \$74,738.00 Transaction Processing Fee** = \$75.00 Shipping Charges** = \$860.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) *A Transaction Processing Fee is included in the Monthly Rent Payment shown above. **Charges to ship to you ARE included in the Monthly Rental Payment.			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE					
032 N HENRY ST ALEXANDRIA VA 22314					
PRODUCT LOCATION		GENERAL PRODUCT DESCRIPTION/SUPPLIER			
SEE ATTACHMENT A		SEE ATTACHMENT A			
GUARANTOR (IF ANY)		END OF LEASE PURCHASE OPTION			
SOCIAL SECURITY NUMBER		FMV			

TERMS AND CONDITIONS OF LEASE


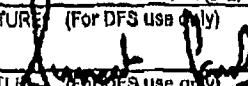
1. **NO WARRANTIES:** WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. **ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS:** BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-18, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 8; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER



LEASE NO: 001 - 006750391 - 003

THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YOU/LESSEE: ON-SITE SOURCING INC		US/LESSOR: (For DFS use only) Dell Financial Services L.P. 99955 Collections Center Drive Chicago, IL 60693 Phone (800) 856-3353 Fax (800) 834-4207 or Fax (512) 246-2028	
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE: (For DFS use only) 	
PRINT NAME AND TITLE: William F. Tavanan, CFO		PRINT NAME AND TITLE: (For DFS use only) Loretta Paul	
DATE: 5/3/05		DATE:	

Step ①. Please sign and date the YOU/LESSEE section and print your name and Title.

PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 001 - 006750391-003			
<p>This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the personal guarantors indicated below. When we use the words we, us and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into the Lease, you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstance which might otherwise be a defense available to, or a discharge of, Lessee or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including those of protest, presentment and demand, notice of acceptance hereof and all other notices of any kind. You agree that we can renew, extend or otherwise modify the terms of the Lease without releasing you. You will pay all our expenses including attorneys' fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs, administrators and personal representatives. We may, without affecting your liability hereunder, compromise or release any rights against Lessee or the Products or you. You consent to the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you agrees that its liability is joint and several. This Guaranty may be enforced by any assignee or successor of ours to the same extent as we may enforce it. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit and make other credit inquiries that we determine are necessary. THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 18.</p>			
Date: (Date Signed)	INDIVIDUAL GUARANTOR NAME (PRINTED)	GUARANTOR SOCIAL SECURITY NUMBER	
By	SIGNATURE INDIVIDUAL GUARANTOR (NO TITLE)	GUARANTOR HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE)	

Step ②. If your name is pre-printed, please **SIGN** and date the Personal Guaranty section and provide your home address.

541648470

FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER for SOLE PROPRIETORS)

Step ③. If your FEI number is not pre-printed, you **MUST** provide it in the box above.

Please attach a copy of a **VOIDED CHECK** here.

Step ④. Attach a **PRE-PRINTED** Voided Check.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE **DO NOT** COMPLETE STEPS 1-4 ABOVE.

LEASE NO: 001 - 006750391 - 003

3. Lease, Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the closest 1st, 5th, 9th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5.00% of the late payment amount or (ii) \$29.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: We are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. We may, at our option, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then fair market value of the Products, will be as determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you purchase the Products or return the Products to us on the last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a

LEASE NO: 001 - 006750391 - 003

continuing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' in place value. If you do not agree with our determination, the fair market retail value will be determined for you at your expense by an independent appraiser selected by us. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including brokerage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.

LEASE NO: 001 - 006750391-003



Financial Services

Attachment A

Company No: 05

Attached hereto and made a part hereof Lease No: 001 - 006750391-003 between DELL FINANCIAL SERVICES L.P., as Lessor and ON-SITE SOURCING INC as Lessee

Product Location
832 N HENRY ST
ALEXANDRIA
VA
22314

General Product Description/Supplier/Quantity
Dell Order #372695066 1

Description	Quantity	
2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for PowerEdge SC 1420	12	\$2,232.06
2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus Xeon for PowerEdge SC1420	12	\$3,682.44
1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge SC1420	12	\$4,605.24
Keyboard, 104 Key, US, NMB, LC, MG	12	\$0.00
No Monitor Option	12	\$0.00
80GB, SATA, 1 inch, 7.2K RPM Hard Drive for PE SC	12	\$1,467.36
No Floppy Drive	12	\$0.00
No Operating System, For Dell PowerEdge Servers, No Windows 2000	12	\$0.00
Logitech PS/2 2-button Mouse with Scroll, PowerEdge	12	\$0.00
On-Board NIC	12	\$0.00
48X, Compact Disk Drive, 680M I, Half Height, Black, for PowerEdge SC	12	\$0.00
Electronic Documentation on CD	12	\$0.00
Hard Drive Configuration #1 MotherBoard SATA, No RAID for PowerEdge SC1420, 1 SATA Hard Drive	12	\$0.00
Premier Enterprise Support - SILVER-Premium Services 3 Years	12	\$3,600.00
Type 2 Contract Same Day NBD Parts and Labor On-Site Response, Two Years	12	\$1,548.00
Type 2 Contract Same Day NBD Parts and Labor On-Site Response, Initial Year	12	\$1,548.00
On-Site Installation Declined	12	\$0.00

Dell Order #372686768 2

832 N HENRY ST
ALEXANDRIA
VA
22314

Description	Quantity	
2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for PowerEdge SC 1420	12	\$2,232.06
2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus Xeon for PowerEdge SC1420	12	\$3,682.44
1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge SC1420	12	\$4,605.24
Keyboard, 104 Key, US, NMB, LC, MG	12	\$0.00
No Monitor Option	12	\$0.00
80GB, SATA, 1 inch, 7.2K RPM Hard Drive for PE SC	12	\$1,467.36
No Floppy Drive	12	\$0.00
No Operating System, For Dell PowerEdge Servers, No Windows 2000	12	\$0.00
Logitech PS/2 2-button Mouse with Scroll, PowerEdge	12	\$0.00
On-Board NIC	12	\$0.00
48X, Compact Disk Drive, 680M I, Half Height, Black, for PowerEdge SC	12	\$0.00
Electronic Documentation on CD	12	\$0.00

832 N HENRY ST
ALEXANDRIA
VA
22314

832 N HENRY ST
ALEXANDRIA
VA
22314

LEASE NO: 001 - 006750391 - 003

Hard Drive Configuration #1 MotherBoard SATA, No RAID for	12	\$0.00
PowerEdge SC1420, 1 SATA Hard Drive		
Premier Enterprise Support - SILVER-Premium Services	3	\$3,600.00
Years		
Type 2 Contract Same Day NBD Parts and Labor On-Site	12	\$1,548.00
Response, Two Years		
Type 2 Contract Same Day NBD Parts and Labor On-Site	12	\$1,548.00
Response, Initial Year		
On-Site Installation Declined	12	\$0.00
Dell Order #373475229	3	

Description	Quantity	
48X, Compact Disk Drive, 680M I, Half Height, Black, for	12	\$0.00
PowerEdge SC		
Electronic Documentation on CD	12	\$0.00
Hard Drive Configuration #1 MotherBoard SATA, No RAID for	12	\$0.00
PowerEdge SC1420, 1 SATA Hard Drive		
Premier Enterprise Support - SILVER-Premium Services	3	\$3,600.00
Years		
Type 2 Contract Same Day NBD Parts and Labor On-Site	12	\$1,548.00
Response, Two Years		
Type 2 Contract Same Day NBD Parts and Labor On-Site	12	\$1,548.00
Response, Initial Year		
On-Site Installation Declined	12	\$0.00
2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for	12	\$2,232.96
PowerEdge SC 1420		
2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus	12	\$3,682.44
Xeon for PowerEdge SC1420		
1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge	12	\$4,605.24
SC1420		
Keyboard, 104 Key, US, NMB, LC, MG	12	\$0.00
No Monitor Option	12	\$0.00
80GB, SATA, 1 Inch, 7.2K RPM Hard Drive for PE SC	12	\$1,467.36
No Floppy Drive	12	\$0.00
No Operating System, For Dell PowerEdge Servers, No Windows	12	\$0.00
2000		
Logitech PS/2 2-button Mouse with Scroll, PowerEdge	12	\$0.00
On-Board NIC	12	\$0.00

Dell Order #373475476

Description	Quantity	
2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for	12	\$2,232.96
PowerEdge SC 1420		
2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus	12	\$3,682.44
Xeon for PowerEdge SC1420		
1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge	12	\$4,605.24
SC1420		
Keyboard, 104 Key, US, NMB, LC, MG	12	\$0.00
No Monitor Option	12	\$0.00
80GB, SATA, 1 Inch, 7.2K RPM Hard Drive for PE SC	12	\$1,467.36
No Floppy Drive	12	\$0.00
No Operating System, For Dell PowerEdge Servers, No Windows	12	\$0.00
2000		
Logitech PS/2 2-button Mouse with Scroll, PowerEdge	12	\$0.00
On-Board NIC	12	\$0.00
48X, Compact Disk Drive, 680M I, Half Height, Black, for	12	\$0.00
PowerEdge SC		
Electronic Documentation on CD	12	\$0.00
Hard Drive Configuration #1 MotherBoard SATA, No RAID for	12	\$0.00
PowerEdge SC1420, 1 SATA Hard Drive		
Premier Enterprise Support - SILVER-Premium Services	3	\$3,600.00
Years		

05/03/05 17:31 FAX 703 683 0240

ONSITE

007

LEASE NO: 001 - 006750391 - 003

Type 2 Contract Same Day NBD Parts and Labor On-Site Response, Two Years	12	\$1,548.00
Type 2 Contract Same Day NBD Parts and Labor On-Site Response, Initial Year	12	\$1,548.00
On-Site Installation Declined	12	\$0.00

All other terms and conditions of the Lease shall remain unchanged.

FAX**XcITEK SOLUTIONS PLUS**

Date

01-27-05

Number of pages including cover sheet

8

To:

Dee

From:

Jeanne Griffin

Accounting Dept.

XcitekSolutionsPlus

3595 Grandview Parkway

Suite 250

Birmingham, AL 35243-1930

Phone

Fax Phone

1-877-593-3355

CC:

Phone

Fax Phone

(205) 438-5707(205) 438-5769**REMARKS:**☐ Urgent☐ For your review☐ Reply ASAP☐ Please comment

Lease Quote# :	8495043	Company NUMBER:	05
Date:	05-04-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Recalc:											
Lease Type <input type="checkbox"/> Fair Market Value <input type="checkbox"/>	Order Total Amount \$74,736.00										
Term <input type="text" value="24"/> months	Financed Sales Tax <input checked="" type="checkbox"/> \$0.00										
Current Rate for this Order Size 19.87% <input checked="" type="checkbox"/>	Shipping Cost <input checked="" type="checkbox"/> \$960.00										
Prior Rates for this Order Size <input type="checkbox"/>	Documentation Fee <input checked="" type="checkbox"/> \$75.00										
Payment Cycle <input checked="" type="radio"/> Monthly <input type="radio"/> Quarterly	Waive Documentation Fee <input type="checkbox"/> \$0.00										
Advance/Arrears <input type="checkbox"/> Arrears <input checked="" type="checkbox"/>	Down Payment \$0.00										
Advance Payments <input type="text" value="0"/>	Total Financed \$75,771.00										
Remaining Payments 24	Annual Property Management Fee <input checked="" type="checkbox"/> \$2,497.53										
Down Payment 0	Monthly Payment \$3,268.87										
Shipping Cost <input type="text" value="960"/>	Monthly Sales Tax \$173.84										
<table border="1"> <thead> <tr> <th>Order #</th> <th>Sales Tax Code</th> </tr> </thead> <tbody> <tr> <td>372695066</td> <td>100 VA - State Tax</td> </tr> <tr> <td>372696759</td> <td>100 VA - State Tax</td> </tr> <tr> <td>373475229</td> <td>100 VA - State Tax</td> </tr> <tr> <td>373475476</td> <td>100 VA - State Tax</td> </tr> </tbody> </table>	Order #	Sales Tax Code	372695066	100 VA - State Tax	372696759	100 VA - State Tax	373475229	100 VA - State Tax	373475476	100 VA - State Tax	Monthly Property Management \$208.13
Order #	Sales Tax Code										
372695066	100 VA - State Tax										
372696759	100 VA - State Tax										
373475229	100 VA - State Tax										
373475476	100 VA - State Tax										
	Total Monthly Payment \$3,650.84										
	Advance Payment \$0.00										
	Total Rent Payment \$78,452.88										
	Cost of Financing \$2,681.88										
	Residual FMV										
	Residual Insurance \$9,528.84										
	Commencement Date <input type="text" value="01"/>										
	Calculate Interim Rent <input checked="" type="checkbox"/>										
	Is MLA? <input type="checkbox"/>										

Lease Quote# :	8495043	Company NUMBER:	05
Date:	05-04-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Notes for Lease Quote # 8495043

Creation Date : 03-MAY-2005 Expiry Date : 02-JUL-2005

Start Date : Payment Date :

Lease Status : RL Status Date : 04-MAY-2005

Enter in your Note

You can only enter in 80 charaters per note.

 list of Notes

User	Date and Time	Note
MICHELLE KROHMER	04-MAY-2005 03:00:58 PM	delegated docs to records
MICHELLE KROHMER	04-MAY-2005 03:00:56 PM	WKTb - created booking packet and walked to booking
MICHELLE KROHMER	04-MAY-2005 03:00:52 PM	RLIM - released orders in LMS and DOMS
ZACHARY WEIGEL	04-MAY-2005 02:44:14 PM	Monthly Payment = \$3156.83
ZACHARY WEIGEL	04-MAY-2005 02:44:01 PM	Approved - 24 Mo FMV IRR 17.44% (LRF 4.16628, stream 0%)
BRADLEY HOLLIDAY	04-MAY-2005 01:32:41 PM	correction - should be PNDG2
BRADLEY HOLLIDAY	04-MAY-2005 01:32:32 PM	not match
BRADLEY HOLLIDAY	04-MAY-2005 01:32:27 PM	PNDG1 - docs received, em rep to see if this is special pricing as payments do
ISAAC HAMMOND	04-MAY-2005 09:56:51 AM	waive 24 hr hold per customer request
ZACHARY WEIGEL	03-MAY-2005 04:22:43 PM	Fiserv returned an authorization code of 021376 on 03-MAY-05 04:22:43 PM
ZACHARY	03-MAY-2005	

WEIGEL	04:01:51 PM	The CMS credit check. Status: CA
ZACHARY WEIGEL	03-MAY-2005 01:19:33 PM	The CMS credit check. Status: CA



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8495043

Snap Lease Checklist

Lessor 001 **Customer Number** 006750391 **Schedule Number** 003

Customer Name: CONNOLLY, BOVE, LODGE & HUTZELP on site

SMB Coordinator: Michelle Krohmer

Date: 5/04/2005

Type of Lease:

- ☐ Tax Exempt
- ☐ **Special Pricing**
- ☐ Structured

Include following information:

- ☐ LRF 4.16628
- ☐ APR 17.44%
- ☐ DLRS
- ☐ **Monthly Payment (Special Pricing) \$3156.83**
- ☐ **Is Tax Code 032 YES or NO**
- ☐ Down Payment and Monthly Payment (Structured)
 - o 1 @ and @
- ☐ **Copy "Quote Calculator"**
- ☐ **LMS Notes**
- ☐ **KeyFile Documents**

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70149
70029

LEASE NO: 001 - 006750391 - 005



Financial Services

Assigned to CIT Financial USA Inc.

Your Dell Customer Number is: 7136693



Company No: 05

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

FULL LEGAL NAME OF LESSEE		LEASE TERM (MONTHS)	MONTHLY RENT PAYMENT*	MONTHLY PERSONAL PROPERTY MGMT FEE*	COMMENCEMENT DATE
ON-SITE SOURCING INC		24	\$791.65 *Subject to Applicable Tax	\$52.03 *Subject to Applicable Tax	
DBA NAME (IF ANY)	TYPE OF BUSINESS Corporation	FINANCING TERMS Product Cost = \$18,884.00 Transaction Processing Fee** = \$75.00 Shipping Charges*** = \$240.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) *A Transaction Processing Fee IS Included in the Monthly Rent Payment shown above. **Charges to ship to you ARE included in the Monthly Rental Payment.			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314					
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)		SOCIAL SECURITY NUMBER	END OF LEASE PURCHASE OPTION FMV		

TERMS AND CONDITIONS OF LEASE

1. **NO WARRANTIES:** WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. **ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS:** BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-18, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 8; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 18 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER

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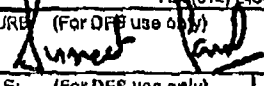
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LEASE NO: 001 - 006750391 - 005

THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YOU/LESSEE: ON-SITE SOURCING INC		US/LESSOR: Dell Financial Services L.P. 88355 Collections Center Drive Chicago, IL 60689		(For DFS use only) Phone (800) 855-3355 Fax (800) 834-4207 or Fax (312) 246-2078	
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE: 		(For DFS use only)	
PRINT NAME AND TITLE: William F. Tzvetan		PRINT NAME AND TITLE: (For DFS use only)		DATE 5/6/05	

Step ①. Please sign and date the YOU/LESSEE section and print your name and Title.

PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 001 - 006750391-005		
<p>This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the personal guarantors indicated below. When we use the words we, us, and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into the Lease, you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstances which might otherwise be a defense available to, or a discharge of, Lessee or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including those of protest, presentment and demand, notice of acceptance hereof and all other notices of any kind. You agree that we can renew, extend or otherwise modify the terms of the Lease without releasing you. You will pay all our expenses including attorneys' fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs, administrators and personal representatives. We may, without affecting your liability hereunder, compromise or release any rights against Lessee or the Products to you. You consent to the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you agrees that its liability is joint and several. This Guaranty may be enforced by any assignee or successor of ours to the same extent as we may enforce it. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit and make other credit inquiries that we determine are necessary. THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 16.</p>		
Date: (Date Signed)	INDIVIDUAL GUARANTOR NAME (PRINTED)	GUARANTOR SOCIAL SECURITY NUMBER
By	SIGNATURE INDIVIDUAL GUARANTOR (NO TITLE)	GUARANTOR HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE)

Step ②. If your name is pre-printed, please SIGN and date the Personal Guaranty section and provide your home address.

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FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER for SOLE PROPRIETORS)

Step ③. If your FEI number is not pre-printed, you MUST provide it in the box above.

Please attach a copy of a VOIDED CHECK here.

Step ④. Attach a PRE-PRINTED Voided Check.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE DO NOT COMPLETE STEPS 1-4 ABOVE.

LEASE NO: 001 - 006750391 - 005

3. Lease, Acceptance and Commencement Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the closest 1st, 5th, 8th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5.00% of the late payment amount or (ii) \$20.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property Filing: We are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto to us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. We may, at our option, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then fair market value of the Products, will be as determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you purchase the Products or return the Products to us on the last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a

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LEASE NO: 001 - 006750391 - 005

continuing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' in place value. If you do not agree with our determination, the fair market retail value will be determined for you at your expense by an independent appraiser selected by us. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including brokerage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.

17. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.

LEASE NO: 001 - 006750391-005



Attachment A

Company No: 05

Attached hereto and made a part hereof Lease No: 001 - 006750391-005 between DELL FINANCIAL SERVICES L.P. as Lessor and ON-SITE SOURCING INC as Lessee

Product Location	General Product Description/Supplier/Quantity	
832 N HENRY ST	Dell Order #377821154	
ALEXANDRIA	Description	Quantity
VA	2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for	12
22314	PowerEdge SC 1420	
	2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus	12
	Xeon for PowerEdge SC1420	
	1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge	12
	SC1420	
	Keyboard, 104 Key, US, NMB, LC, MG	12
	No Monitor Option	12
	80GB, SATA, 1 Inch, 7.2K RPM Hard Drive for PE SC	12
	No Floppy Drive	12
	No Operating System, For Dell PowerEdge Servers, No Windows	12
	2000	
	Logitech PS/2 2-button Mouse with Scroll, PowerEdge	12
	On-Board NIC	12
	48X, Compact Disk Drive, 680M I, Half Height, Black, for	12
	PowerEdge SC	
	Electronic Documentation and OpenManage CD Kit, PowerEdge	12
	SC1420	
	Hard Drive Configuration #1 MotherBoard SATA, No RAID for	12
	PowerEdge SC1420, 1 SATA Hard Drive	
	Premier Enterprise Support - SILVER-Premium Services 3	12
	Years	
	Type 2 Contract Same Day NBD Parts and Labor On-Site	12
	Response, Two Years	
	Type 2 Contract Same Day NBD Parts and Labor On-Site	12
	Response, Initial Year	
	On-Site Installation Declined	12

All other terms and conditions of the Lease shall remain unchanged.

Lease Quote# :	8505837	Company NUMBER:	05
Date:	05-06-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Notes for Lease Quote # 8505837

Creation Date : 05-MAY-2005 **Expiry Date :** 04-JUL-2005
Start Date : **Payment Date :**
Lease Status : RL **Status Date :** 06-MAY-2005

Enter in your Note

You can only enter in 80 charaters per note. **list of Notes**

User	Date and Time	Note
MICHELLE KROHMER	06-MAY-2005 11:00:59 AM	WKTb - created booking packet and walked to booking
MICHELLE KROHMER	06-MAY-2005 11:00:57 AM	RLIM - released orders in LMS and DOMS
MICHELLE KROHMER	06-MAY-2005 10:58:21 AM	Fiserv returned an authorization code of 038264 on 06-MAY-05 10:58:21 AM
ZACHARY WEIGEL	06-MAY-2005 10:22:19 AM	Monthly Payment = \$791.55
ZACHARY WEIGEL	06-MAY-2005 10:21:22 AM	Approved - 24 Mo FMV IRR 17.44% (LRF 4.16628, stream 0%)
ZACHARY WEIGEL	06-MAY-2005 10:19:40 AM	The CMS credit check. Status: CA



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Lease Quote# :	8505837	Company NUMBER:	05
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Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Recalc																																													
<p>Lease Type Fair Market Value <input type="checkbox"/></p> <p>Term 24 <input type="checkbox"/> months</p> <p>Current Rate for this Order Size 19.87% <input type="checkbox"/></p> <p>Prior Rates for this Order Size <input type="checkbox"/></p> <p>Payment Cycle <input checked="" type="radio"/> Monthly <input type="radio"/> Quarterly</p> <p>Advance/Arrears Arrears <input type="checkbox"/></p> <p>Advance Payments 0 <input type="checkbox"/></p> <p>Remaining Payments 24</p> <p>Down Payment 0</p> <p>Shipping Cost 240</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Order #</th> <th>Sales Tax Code</th> </tr> </thead> <tbody> <tr> <td colspan="2">377821154 100 VA - State Tax</td> </tr> </tbody> </table>	Order #	Sales Tax Code	377821154 100 VA - State Tax		<table border="0" style="width: 100%;"> <tr> <td>Order Total Amount</td> <td style="text-align: right;">\$18,684.00</td> </tr> <tr> <td>Financed Sales Tax <input checked="" type="checkbox"/></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Shipping Cost <input checked="" type="checkbox"/></td> <td style="text-align: right;">\$240.00</td> </tr> <tr> <td>Documentation Fee <input checked="" type="checkbox"/></td> <td style="text-align: right;">\$75.00</td> </tr> <tr> <td>Waive Documentation Fee <input type="checkbox"/></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Down Payment</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Financed</td> <td style="text-align: right;">\$18,999.00</td> </tr> <tr> <td>Annual Property Management Fee <input checked="" type="checkbox"/></td> <td style="text-align: right;">\$624.38</td> </tr> <tr> <td>Monthly Payment</td> <td style="text-align: right;">\$820.08</td> </tr> <tr> <td>Monthly Sales Tax</td> <td style="text-align: right;">\$43.60</td> </tr> <tr> <td>Monthly Property Management</td> <td style="text-align: right;">\$52.03</td> </tr> <tr> <td>Total Monthly Payment</td> <td style="text-align: right;">\$915.71</td> </tr> <tr> <td>Advance Payment</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Rent Payment</td> <td style="text-align: right;">\$19,681.92</td> </tr> <tr> <td>Cost of Financing</td> <td style="text-align: right;">\$682.92</td> </tr> <tr> <td>Residual</td> <td style="text-align: right;">FMV</td> </tr> <tr> <td>Residual Insurance</td> <td style="text-align: right;">\$2,382.21</td> </tr> <tr> <td>Commencement Date</td> <td style="text-align: right;">01</td> </tr> <tr> <td>Calculate Interim Rent <input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>Is MLA? <input type="checkbox"/></td> <td></td> </tr> </table>	Order Total Amount	\$18,684.00	Financed Sales Tax <input checked="" type="checkbox"/>	\$0.00	Shipping Cost <input checked="" type="checkbox"/>	\$240.00	Documentation Fee <input checked="" type="checkbox"/>	\$75.00	Waive Documentation Fee <input type="checkbox"/>	\$0.00	Down Payment	\$0.00	Total Financed	\$18,999.00	Annual Property Management Fee <input checked="" type="checkbox"/>	\$624.38	Monthly Payment	\$820.08	Monthly Sales Tax	\$43.60	Monthly Property Management	\$52.03	Total Monthly Payment	\$915.71	Advance Payment	\$0.00	Total Rent Payment	\$19,681.92	Cost of Financing	\$682.92	Residual	FMV	Residual Insurance	\$2,382.21	Commencement Date	01	Calculate Interim Rent <input checked="" type="checkbox"/>		Is MLA? <input type="checkbox"/>	
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5112

Snap Lease Checklist

Lessor 001 Customer Number 006750391 ScheduleNumber 005

Customer Name: ON-SITE SOURCING INC

SMB Coordinator: Michelle Krohmer

Date: 5/06/2005

Type of Lease:

- ☐ Tax Exempt
- ☐ **Special Pricing**
- ☐ Structured

Include following information:

- ☐ **LRF 4.16628**
- ☐ **APR 17.44%**
- ☐ **DLRS**
- ☐ **Monthly Payment (Special Pricing) \$791.55**
- ☐ **(Special Pricing Deal) Is Tax Code 0032 YES or NO**
- ☐ **Down Payment and Monthly Payment (Structured)**
 - ☐ 1 @ and @
- ☐ **Copy "Quote Calculator"**
- ☐ **LMS Notes**
- ☐ **KeyFile Documents**

Verified pricing notes in CMS (done by Booking Specialist)

- ☒ Approval matches
- ☐ Approval do not match (emailing pricing)
- ☐ No approval showing (emailing pricing)

8505837

70389

LEASE NO: 001 - 006750391 - 006



Financial Services

Assigned to CIT Financial USA Inc.
Your Dell Customer Number is: 7136695

Company No: 05

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

FULL LEGAL NAME OF LESSEE ON-SITE SOURCING INC		LEASE TERM (MONTHS) 24	MONTHLY RENT PAYMENT ^A \$301.01 <small>^ASubject to Applicable Tax</small>	MONTHLY PERSONAL PROPERTY MGMT FEE ^A \$19.80 <small>^ASubject to Applicable Tax</small>	COMMENCEMENT DATE
DBA NAME (IF ANY)	TYPE OF BUSINESS Corporation	FINANCING TERMS Product Cost = \$7,108.00 Transaction Processing Fee ^{**} = \$75.00 Shipping Charges ^{**} = \$42.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) ^{**} A Transaction Processing Fee (\$ included in the Monthly Rent Payment shown above. ^{**} Charges to ship to you ARE included in the Monthly Rental Payment.			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314					
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)		SOCIAL SECURITY NUMBER		END OF LEASE PURCHASE OPTION FMV	

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-10, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 9; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION; YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER

B S D

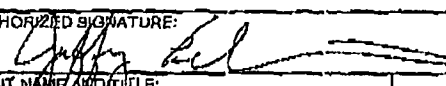
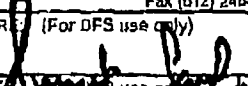
Page 1 of 4



Ver0801 Mod8.42stleusc

LEASE NO: 001 - 006750391 - 006

THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YOU/LESSEE: ON-SITE SOURCING INC		US/LESSOR: Dell Financial Services L.P. 99365 Collections Center Drive Chicago, IL 60693		(For DFS use only) Phone (800) 955-3356 Fax (800) 934-4207 or Fax (612) 248-2028	
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE: 		(For DFS use only)	
PRINT NAME AND TITLE: Jeff Fehrman Director, Internal Aff		PRINT NAME AND TITLE: Jeff Fehrman Director, Internal Aff		DATE 5/9/06	

Step ①. Please sign and date the YOU/LESSEE section and print your name and Title.

PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 001 - 006750391-006		
<p>This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the personal guarantors indicated below. When we use the words we, us and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into the Lease, you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstance which might otherwise be a defense available to, or a discharge of, Lessor or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including those of protest, presentment and demand, notice of acceptance and all other notices of any kind. You agree that we can renew, extend or otherwise modify the terms of the Lease without releasing you. You will pay all our expenses including attorneys' fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs, administrators and personal representatives. We may, without affecting your liability hereunder, compromise or release any rights against Lessee or the Products or you. You consent to the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you agrees that its liability is joint and several. This Guaranty may be enforced by any assignee or successor of ours to the same extent as we may enforce it. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit and make other credit inquiries that we determine are necessary. THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 16.</p>		
Date: (Date Signed)	INDIVIDUAL GUARANTOR NAME (PRINTED)	GUARANTOR SOCIAL SECURITY NUMBER
	by SIGNATURE INDIVIDUAL GUARANTOR (NO TITLE)	GUARANTOR HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE)

Step ②. If your name is pre-printed, please SIGN and date the Personal Guaranty section and provide your home address.

541648470

FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER for SOLE PROPRIETORS)

Step ③. If your FEI number is not pre-printed, you MUST provide it in the box above.

Please attach a copy of a **VOIDED CHECK** here:

Step ④. Attach a PRE-PRINTED Voided Check.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE DO NOT COMPLETE STEPS 1-4 ABOVE.

LEASE NO: 001 - 006750391 - 006

3. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the closest 1st, 5th, 9th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 14% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above, if any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 6.00% of the late payment amount or (ii) \$29.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: We are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. We may, at our option, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted), to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then fair market value of the Products, will be as determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you purchase the Products or return the Products to us on the last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a B S D

LEASE NO: 001 - 006750391 - 006

continuing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' in place value. If you do not agree with our determination, the fair market retail value will be determined for you at your expense by an independent appraiser selected by us. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you disavow or are disavowed, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.

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Financial Services

Attachment A

Company No: 05

Attached hereto and made a part hereof Lease No: 001 - 006750391-006 between DELL FINANCIAL SERVICES L.P. as Lessor and ON-SITE SOURCING INC as Lessee

Product Location	General Product Description/Supplier/Quantity	
832 N HENRY ST	Dell Order #378693924	
ALEXANDRIA	Description	Quantity
VA	Premier Enterprise Support - Gold - Advanced Software	1
22314	Support Quantity 3 Resolutions	
	Premier Enterprise Support Service Gold Welcome Letter	1
	Premier Enterprise On Demand Engineer Dispatch	1
	Severity 1 Three Years	
	Type 2 Contract Same Day 4HR Parts and Labor On-Site	1
	Response, Initial Year	
	Type 2 Contract Same Day 4HR Parts and Labor On-Site	1
	Response, Two Years	
	Premier Enterprise Support - Gold - Premium Services, 3 Years	1
	On-Site Installation Declined	1
	3.4GHz/2MB Cache, Xeon, 800MHz Front Side Bus for PowerEdge 2850	1
	3.4GHz/2MB Cache, Xeon, 800MHz Front Side Bus, 2nd processor for PowerEdge 2850	1
	2GB DDR2 400MHz (4X512MB) Single Ranked DIMMs	1
	No Keyboard Option	1
	No Monitor Option	1
	Riser, ROMB, PCI-X, PE2850	1
	73GB, U320, SCSI, 1IN 10K, PE2850	1
	Embedded RAID - PERC4 Embedded Integrated	1
	1.44MB Floppy Drive	1
	No Operating System, Microsoft	1
	Mouse Option None	1
	Dual On-Board NICs ONLY	1
	24X IDE CD-ROM	1
	Bezel for PE2850	1
	2+4 Split Backplane Daughtercard	1
	Electronic Documentation and OpenManage CD Kit, PE2850	1
	73GB, U320, SCSI, 1IN 10K, PE2850	1
	MR1R5, ROMB RAID 1/RAID 5 Drives attached to PERC4el PE2850	1
	Rack Chassis w/Versarail RoundHole-Universal for 3rd-party racks, PE2850	1
	Redundant Power Supply With Straight Cords, No Y-Cord PE2850	1
	146GB, U320, SCSI, 1IN 10K, PE2850	1
	146GB, U320, SCSI, 1IN 10K, PE2850	1
	146GB, U320, SCSI, 1IN 10K, PE2850	1

All other terms and conditions of the lease shall remain unchanged.

8509009

Snap Lease Checklist

Lessor 001 Customer Number 006750391 ScheduleNumber 006

Customer Name: ON-SITE SOURCING INC

SMB Coordinator: Michelle Krohmer

Date: 5/09/2005

Type of Lease:

- ☐ Tax Exempt
- ☐ **Special Pricing**
- ☐ Structured

Include following information:

- ☐ **LRF 4.16628**
- ☐ **APR 17.44%**
- ☐ **DLRS**
- ☐ **Monthly Payment (Special Pricing) \$301.01**
- ☐ **(Special Pricing Deal) Is Tax Code 0032 YES or NO**
- ☐ **Down Payment and Monthly Payment (Structured)**
 - ☐ 1 @ and @
- ☐ **Copy "Quote Calculator"**
- ☐ **LMS Notes**
- ☐ **KeyFile Documents**

Verified pricing notes in CMS (done by Booking Specialist)

- ☐ Approval matches
- ☐ Approval do not match (emailing pricing)
- ☐ No approval showing (emailing pricing)

170309

Lease Quote# :	8509009	Company NUMBER:	05
Date:	05-09-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Recalc:	
Lease Type <input type="checkbox"/> Fair Market Value <input type="checkbox"/>	Order Total \$7,108.00
Term <input type="checkbox"/> 24 <input type="checkbox"/> months	Amount
Current Rate for this Order Size 19.87%	Financed Sales Tax \$0.00
<input type="radio"/>	<input checked="" type="checkbox"/>
Prior Rates for this Order Size <input type="checkbox"/>	Shipping Cost <input checked="" type="checkbox"/> \$42.00
<input type="radio"/>	Documentation Fee <input checked="" type="checkbox"/> \$75.00
Payment Cycle <input checked="" type="radio"/> Monthly	Waive Documentation Fee <input type="checkbox"/> \$0.00
<input type="radio"/> Quarterly	
Advance/Arrears <input type="checkbox"/> Arrears <input type="checkbox"/>	Down Payment \$0.00
Advance Payments <input type="checkbox"/> 0 <input type="checkbox"/>	Total Financed \$7,225.00
Remaining Payments 24	Annual Property Management Fee <input checked="" type="checkbox"/> \$237.54
Down Payment 0	Monthly Payment \$311.84
Shipping Cost <input type="checkbox"/> 42	Monthly Sales Tax \$16.58
	Monthly Property Management \$19.80
	Total Monthly Payment \$348.22
	Advance Payment \$0.00
	Total Rent Payment \$7,484.16
	Cost of Financing \$259.16
	Residual FMV
	Residual Insurance \$906.27
	Commencement Date <input type="checkbox"/> 01
	Calculate Interim Rent <input checked="" type="checkbox"/>
	Is MLA? <input type="checkbox"/>

Lease Quote# :	8509009	Company NUMBER:	05
Date:	05-09-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Notes for Lease Quote # 8509009

Creation Date : 06-MAY-2005 Expiry Date : 05-JUL-2005

Start Date : Payment Date :

Lease Status : RL Status Date : 09-MAY-2005

Enter in your Note

You can only enter in 80 charaters per note. **list of Notes**

User	Date and Time	Note
MICHELLE KROHMER	09-MAY-2005 10:42:55 AM	WKTB - created booking packet and walked to booking
MICHELLE KROHMER	09-MAY-2005 10:42:54 AM	RLIM - released orders in LMS and DOMS
MICHELLE KROHMER	09-MAY-2005 10:42:40 AM	Fiserv returned an authorization code of 003723 on 09-MAY-05 10:42:40 AM
MICHELLE KROHMER	09-MAY-2005 10:42:31 AM	signed docs rcvd - full set (imaging)
ZACHARY WEIGEL	06-MAY-2005 04:48:42 PM	Monthly Payment = \$301.01
ZACHARY WEIGEL	06-MAY-2005 04:46:58 PM	24 Mo FMV - IRR 17.44% (LRF 4.16628, stream 0%)
ZACHARY WEIGEL	06-MAY-2005 04:45:48 PM	The CMS credit check. Status: CA



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All rights reserved Version Date: 11061998

Assigned to CIT Financial USA Inc.

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Financial Services

Your Dell Customer Number is: 7136695

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Company No: 05

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

FULL LEGAL NAME OF LESSEE		LEASE TERM (MONTHS)	MONTHLY RENT PAYMENT*	MONTHLY PERSONAL PROPERTY MGMT FEE*	COMMENCEMENT DATE
ON-SITE SOURCING INC		24	\$532.25 *Subject to Applicable Tax	\$34.69 *Subject to Applicable Tax	
DBA NAME (IF ANY)	TYPE OF BUSINESS	FINANCING TERMS			
	Corporation	Product Cost = \$12,458.00 Transaction Processing Fee* = \$75.00 Shipping Charges** = \$160.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) *A Transaction Processing Fee IS Included In the Monthly Rent Payment shown above. **Charges to ship to you ARE Included In the Monthly Rental Payment.			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE					
832 N HENRY ST ALEXANDRIA VA 22314					
PRODUCT LOCATION		GENERAL PRODUCT DESCRIPTION/SUPPLIER			
SEE ATTACHMENT A		SEE ATTACHMENT A			
GUARANTOR (IF ANY)		SOCIAL SECURITY NUMBER		END OF LEASE PURCHASE OPTION	
				FMV	

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE, (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-18, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 6; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION, YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON

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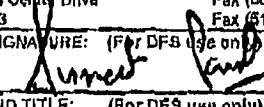
Page 1 of 4

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LEASE NO: 001 - 006750391 - 007

YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITY COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITY COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITY COPY, OR CORRUPTION OF THE AUTHORITY COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITY COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITY COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITY COPY OF THE LEASE.

YOU/LESSEE: ON-SITE SOURCING INC		US/LESSOR: (For DFS use only) Dell Financial Services L.P. 99355 Collections Center Drive Chicago, IL 60683		Phone (800) 855-3355 Fax (800) 934-4207 or Fax (312) 246-2028	
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE: (For DFS use only) 			
PRINT NAME AND TITLE: WILLIAM T. KHAN, CEO		DATE: 6/8/05		PRINT NAME AND TITLE: (For DFS use only)	
				DATE	

Step ①. Please sign and date the YOU/LESSEE section and print your name and Title.

PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 001 - 006750391-007		
<p>This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the personal guarantors indicated below. When we use the words we, us and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into the Lease, you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstance which might otherwise be a defense available to, or a discharge of, Lessee or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including those of protest, presentment and demand, notice of acceptance hereof and all other notices of any kind. You agree that we can renew, extend or otherwise modify the terms of the Lease without releasing you. You will pay all our expenses including attorneys' fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs, administrators and personal representatives. Via may, without affecting your liability hereunder, compromise or release any rights against Lessee or the Products or you. You consent to the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you agrees that its liability is joint and several. This Guaranty may be enforced by any assignee or successor of ours to the same extent as we may enforce it. You authorize us or any of our employees to obtain credit bureau reports regarding your personal credit and make other credit inquiries that we determine are necessary. THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 16.</p>		
Date: (Date Signed)	INDIVIDUAL GUARANTOR NAME (PRINTED)	GUARANTOR SOCIAL SECURITY NUMBER
	By: SIGNATURE INDIVIDUAL GUARANTOR (NO TITLE)	GUARANTOR HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE)

Step ②. If your name is pre-printed, please SIGN and date the Personal Guaranty section and provide your home address.

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FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER for SOLE PROPRIETORS)

Step ③. If your FEI number is not pre-printed, you MUST provide it in the box above.

Please attach a copy of a VOIDED CHECK
here.

Step ④. Attach a PRE-PRINTED Voided Check.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE DO NOT COMPLETE STEPS 1-4 ABOVE.

LEASE NO: 001 - 006750391 - 007

3. Lease, Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the closest 1st, 5th, 9th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 0.00% of the due payment amount or (ii) \$29.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: We are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designees as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto to us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, each sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for each insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. We may, at our option, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software (OS)") or (ii) destroy all copies of the Operating System Software (OS), leaving the original operating system installed and functional. You will pay all expenses for dismantling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then fair market value of the Products, will be as determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you purchase the Products or return the Products to us

LEASE NO: 001 - 006750391 - 007

on the last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a continuing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' in place value. If you do not agree with our determination, the fair market retail value will be determined for you at your expense by an independent appraiser selected by us. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including brokerage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorney's fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of loan price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.

LEASE NO: 001 - 006750391-007



Attachment A

Company No: 05

Attached hereto and made a part hereof Lease No: 001 - 006750391-007 between DELL FINANCIAL SERVICES L.P. as Lessor and ON-SITE SOURCING INC as Lessee

Product Location	General Product Description/Supplier/Quantity	
832 N HENRY ST	Dell Order #421702896	
ALEXANDRIA	Description	Quantity
VA	2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for	6
22314	PowerEdge SC 1420	
	2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus	6
	Xeon for PowerEdge SC1420	
	1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge	6
	SC1420	
	Keyboard, 104 Key, US, NMB, LC, MG	6
	No Monitor Option	6
	80GB, SATA, 1 inch, 7.2K RPM Hard Drive for PE SC	6
	No Floppy Drive	6
	No Operating System, For Dell PowerEdge Servers, No Windows	6
	2000	
	Logitech PS/2 2-button Mouse with Scroll, PowerEdge	6
	On-Board NIC	6
	48X, Compact Disk Drive, 680M I, Half Height, Black, for	6
	PowerEdge SC	
	Electronic Documentation and OpenManage CD Kit, PowerEdge	6
	SC1420	
	Hard Drive Configuration #1 MotherBoard SATA, No RAID for	6
	PowerEdge SC1420, 1 SATA Hard Drive	
	Premier Enterprise Support - SILVER-Premium Services	3
	Years	6
	Type 2 Contract Same Day NBD Parts and Labor On-Site	
	Response, Two Years	6
	Type 2 Contract Same Day NBD Parts and Labor On-Site	
	Response, Initial Year	6
	On-Site Installation Declined	6
832 N HENRY ST	Dell Order #421533649	
ALEXANDRIA	Description	Quantity
VA	2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for	2
22314	PowerEdge SC 1420	
	2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus	2
	Xeon for PowerEdge SC1420	
	1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge	2
	SC1420	
	Keyboard, 104 Key, US, NMB, LC, MG	2
	No Monitor Option	2
	80GB, SATA, 1 inch, 7.2K RPM Hard Drive for PE SC	2
	No Floppy Drive	2
	No Operating System, For Dell PowerEdge Servers, No Windows	2
	2000	
	Logitech PS/2 2-button Mouse with Scroll, PowerEdge	2
	On-Board NIC	2
	48X, Compact Disk Drive, 680M I, Half Height, Black, for	2
	PowerEdge SC	

LEASE NO: 001 - 006750391 - 007

Electronic Documentation and OpenManage CD Kit, PowerEdge SC1420	2
Hard Drive Configuration #1 MotherBoard SATA, No RAID for PowerEdge SC1420, 1 SATA Hard Drive	2
Premier Enterprise Support - SILVER-Premium Services Years	3 2
Type 2 Contract Same Day NBD Parts and Labor On-Site Response, Two Years	2
Type 2 Contract Same Day NBD Parts and Labor On-Site Response, Initial Year	2
On-Site Installation Declined	2

All other terms and conditions of the Lease shall remain unchanged.

Lease Quote# :	8601859	Company NUMBER:	05
Date:	08-08-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Recalc																																													
<p>Lease Type <input type="text" value="Fair Market Value"/></p> <p>Term <input type="text" value="24"/> months</p> <p>Current Rate for this Order Size 19.87%</p> <p>Prior Rates for this Order Size <input type="checkbox"/></p> <p>Payment Cycle <input checked="" type="radio"/> Monthly <input type="radio"/> Quarterly</p> <p>Advance/Arrears <input type="text" value="Arrears"/></p> <p>Advance Payments <input type="text" value="0"/></p> <p>Remaining Payments 24</p> <p>Down Payment 0</p> <p>Shipping Cost <input type="text" value="160"/></p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Order #</th> <th>Sales Tax Code</th> </tr> </thead> <tbody> <tr> <td>421702996</td> <td>100 VA - State Tax</td> </tr> <tr> <td>421533649</td> <td>100 VA - State Tax</td> </tr> </tbody> </table>	Order #	Sales Tax Code	421702996	100 VA - State Tax	421533649	100 VA - State Tax	<table border="0" style="width: 100%;"> <tr> <td>Order Total Amount</td> <td style="text-align: right;">\$12,456.00</td> </tr> <tr> <td>Financed Sales Tax <input checked="" type="checkbox"/></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Shipping Cost <input checked="" type="checkbox"/></td> <td style="text-align: right;">\$160.00</td> </tr> <tr> <td>Documentation Fee <input checked="" type="checkbox"/></td> <td style="text-align: right;">\$75.00</td> </tr> <tr> <td>Waive Documentation Fee <input type="checkbox"/></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Down Payment</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Financed</td> <td style="text-align: right;">\$12,691.00</td> </tr> <tr> <td>Annual Property Management Fee <input checked="" type="checkbox"/></td> <td style="text-align: right;">\$418.25</td> </tr> <tr> <td>Monthly Payment</td> <td style="text-align: right;">\$547.99</td> </tr> <tr> <td>Monthly Sales Tax</td> <td style="text-align: right;">\$29.13</td> </tr> <tr> <td>Monthly Property Management</td> <td style="text-align: right;">\$34.69</td> </tr> <tr> <td>Total Monthly Payment</td> <td style="text-align: right;">\$611.81</td> </tr> <tr> <td>Advance Payment</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Rent Payment</td> <td style="text-align: right;">\$13,151.76</td> </tr> <tr> <td>Cost of Financing Residual</td> <td style="text-align: right;">\$460.76 FMV</td> </tr> <tr> <td>Residual Insurance</td> <td style="text-align: right;">\$1,588.14</td> </tr> <tr> <td>Commencement Date</td> <td style="text-align: right;"><input type="text" value="01"/></td> </tr> <tr> <td>Calculate Interim Rent <input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>Is MLA? <input type="checkbox"/></td> <td></td> </tr> </table>	Order Total Amount	\$12,456.00	Financed Sales Tax <input checked="" type="checkbox"/>	\$0.00	Shipping Cost <input checked="" type="checkbox"/>	\$160.00	Documentation Fee <input checked="" type="checkbox"/>	\$75.00	Waive Documentation Fee <input type="checkbox"/>	\$0.00	Down Payment	\$0.00	Total Financed	\$12,691.00	Annual Property Management Fee <input checked="" type="checkbox"/>	\$418.25	Monthly Payment	\$547.99	Monthly Sales Tax	\$29.13	Monthly Property Management	\$34.69	Total Monthly Payment	\$611.81	Advance Payment	\$0.00	Total Rent Payment	\$13,151.76	Cost of Financing Residual	\$460.76 FMV	Residual Insurance	\$1,588.14	Commencement Date	<input type="text" value="01"/>	Calculate Interim Rent <input checked="" type="checkbox"/>		Is MLA? <input type="checkbox"/>	
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All rights reserved Version Date: 11061998

Lease Quote# :	8601859	Company NUMBER:	05
Date:	06-08-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Notes for Lease Quote # 8601859
--

Creation Date : 06-JUN-2005 **Expiry Date :** 05-AUG-2005

Start Date : **Payment Date :**

Lease Status : RL **Status Date :** 08-JUN-2005

Enter in your Note

You can only enter in 80 characters per note.

--

List of Notes

User	Date and Time	Note
FRANK SCHOEPLEIN	08-JUN-2005 03:34:02 PM	WKTb - Created booking packet, walked to booking.
FRANK SCHOEPLEIN	08-JUN-2005 03:32:47 PM	RLIM - Clean deal, released in DOMS, placed LQ in RL.
FRANK SCHOEPLEIN	08-JUN-2005 03:32:13 PM	Fiserv returned an authorization code of 099512 on 08-JUN-05 03:32:13 PM
FRANK SCHOEPLEIN	08-JUN-2005 03:32:02 PM	DOMS ok.
FRANK SCHOEPLEIN	08-JUN-2005 03:31:41 PM	CMS, FEI and Signor ok.
FRANK SCHOEPLEIN	08-JUN-2005 03:31:29 PM	Approved, 24 Mo FMV / 17.93% IRR (4.19388 LRF - stream 0.83%) with 1% DLRS
FRANK SCHOEPLEIN	08-JUN-2005 03:30:33 PM	Name and payment ok.
FRANK SCHOEPLEIN	08-JUN-2005 03:29:57 PM	Documents received.
FRANK SCHOEPLEIN	08-JUN-2005 03:29:54 PM	Missing IRR/APR.
ZACHARY WEIGEL	07-JUN-2005 11:37:08 AM	The CMS credit check. Status: CA
ZACHARY WEIGEL	06-JUN-2005 03:37:04 PM	Monthly payment = \$532.25
ZACHARY WEIGEL	06-JUN-2005 03:36:52 PM	Special Pricing = 24/FMV, LRF = 4.19388%



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Snap Lease Checklist

Lessor 001

Customer Number: 006750391 **ScheduleNumber:** 007

Customer Name:

ON-SITE SOURCING INC

SMB Coordinator: Frank Schoeplein

Date: 6/8/2005

Type of Lease:

- ☐ Tax Exempt
- ☐ **Special Pricing**
- ☐ Structured

Include following information:

- ☐ **LRF: 4.19388**
- ☐ **APR: 17.93**
- ☐ DLRS 1%
- ☐ **Monthly Payment (Special Pricing): 532.25**
- ☐ (Special Pricing Deal) Is Tax Code 0032 YES or NO
- ☐ Down Payment and Monthly Payment (Structured)
 - ☐ 1 @ _____ and _____ @ _____
- ☐ **Copy "Quote Calculator"**
- ☐ **LMS Notes**
- ☐ **KeyFile Documents**

Verified pricing notes in CMS (done by Booking Specialist)

- ☒ Approval matches
- ☐ Approval do not match (emailing pricing)
- ☐ No approval showing (emailing pricing)



Financial Services



LEASE NO: 001 - 008750391 - 008

Assigned to Dell Equipment Funding L.P.
Your Dell Customer Number is: 7136695

Company No: 05

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSOR INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

FULL LEGAL NAME OF LESSEE ON-SITE SOURCING INC		LEASE TERM (MONTHS) 24	MONTHLY RENT PAYMENT* \$781.44 <small>*Subject to Applicable Tax</small>	MONTHLY PERSONAL PROPERTY MGMT FEE* \$60.00 <small>*Subject to Applicable Tax</small>	COMMENCEMENT DATE
DBA NAME (IF ANY)	TYPE OF BUSINESS Corporation	FINANCING TERMS Product Cost = \$17,955.00 Transaction Processing Fee* = \$75.00 Shipping Charges** = \$128.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) *A Transaction Processing Fee is included in the Monthly Rent Payment shown above. **Charges to ship to you ARE included in the Monthly Rental Payment.			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314					
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)	SOCIAL SECURITY NUMBER	END OF LEASE PURCHASE OPTION FMV			

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-10, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 8; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER

B S D

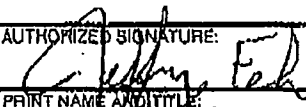
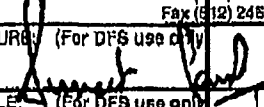
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THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YOU/LESSEE: ON-SITE SOURCING INC		US/LESSOR: (For DFS use only) Dell Financial Services L.P. 89356 Collections Center Drive Chicago, IL 60683	
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE: (For DFS use only) 	
PRINT NAME AND TITLE: Jeff H. Homan / IT Director	DATE: 6/23/05	PRINT NAME AND TITLE: (For DFS use only)	DATE

Step ①. Please sign and date the YOU/LESSEE section and print your name and Title.

PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 001 - 006750391-008			
<p>This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the personal guarantors indicated below. When we use the words we, us and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of your entering into the Lease, you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstance which might otherwise be a defense available to, or a discharge of, Lessee or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including (not) of protest, presentment and demand, notice of acceptance or non-acceptance and all other notices of any kind. You agree that we can renew, extend or otherwise modify the terms of the Lease without releasing you. You will pay all our expenses including attorneys' fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or released by your death and you consent to the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you agrees that his liability is joint and several. This Guaranty may be enforced by any assignee or successor of ours to the same extent as we may enforce it. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit and make other credit inquiries that we determine are necessary. THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 16.</p>			
Date: _____ (Date Signed)	INDIVIDUAL GUARANTOR NAME (PRINTED)	GUARANTOR SSN/IN, SECURITY NUMBER	
By	SIGNATURE INDIVIDUAL GUARANTOR (NO TITLE)	GUARANTOR HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE)	

Step ②. If your name is pre-printed, please SIGN and date the Personal Guaranty section and provide your home address.

641648470

FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER for SOLE PROPRIETORS)

Step ③. If your FEI number is not pre-printed, you MUST provide it in the box above.

Please attach a copy of a VOIDED CHECK here.

Step ④. Attach a PRE-PRINTED Voided Check.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE DO NOT COMPLETE STEPS 1-4 ABOVE.

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3. Lease, Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the closest 1st, 8th, 9th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under its "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5.00% of the late payment amount or (ii) \$29.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: We are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and we will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. We may, at our option, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for disinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then fair market value of the Products, will be as determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you purchase the Products or return the Products to us on the last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a

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continuing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' in place value. If you do not agree with our determination, the fair market retail value will be determined for you at your expense by an independent appraiser selected by us. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR RELEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including brokerage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, *et seq.* Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under state law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.

17. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of this price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.



Company No: 05

Product Location
834 N HENRY ST
ALEXANDRIA
VA
22314

Description
 2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for
 PowerEdge 2850
 2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus 2nd
 processor for PowerEdge 2850
 4GB DDR2 400MHz (4X1GB) Single Ranked DIMMs
 No Keyboard Option
 No Monitor Option
 RAID, ROMB, PCI-X, PE2850
 73GB, U320, SCSI, 11N 10K, PE2850
 Embedded RAID - PERC4 Embedded Integrated
 No Floppy Drive
 No Operating System, Microsoft
 Mouse Option None
 Dual On-Board NICs ONLY
 24X IDE CD-ROM
 Bezel for PE2850
 1x6 Hard Drive Backplane PE2850
 Electronic Documentation and OpenManage CD Kit, PE2850
 73GB, U320, SCSI, 11N 10K, PE2850
 MR1, ROMB RAID 1, Drives attached to PERC4ol, PE2850
 Rack Chassis w/Versarall Round-hole-Universal for 3rd-
 party racks, PE2850
 Redundant Power Supply With Straight Cords, No Y-Cord
 PE2850
 Premier Enterprise Support - Complex Resolutions
 w/Advanced Software Support - 3 Pack - Exp. 3 Years
 Premier Enterprise Support Service Gold Welcome Letter
 Premier Enterprise On Demand Engineer Dispatch
 Severily 1 Three Years
 Type 2 Contract Same Day 4HR Parts and Labor On-Site
 Response, Initial Year
 Type 2 Contract Same Day 4HR Parts and Labor On-Site
 Response, Two Years
 Premier Enterprise Support - Gold - Premium Services, 3
 Years
 On-Site Installation Declined
 Yes

1

834 N HENRY ST
ALEXANDRIA
VA
22314

Description

2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for PowerEdge 2850
2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus 2nd processor for PowerEdge 2850
4GB DDR2 400MHz (4X1GB) Single Ranked DIMMs
No Keyboard Option
No Monitor Option

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1

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Floor,ROMB,PCI-X,PE2860
 73GB,U320,SCSI,11N 10K,PE2860
 Embedded RAID - PERC4 Embedded Integrated
 No Floppy Drive
 No Operating System, Microsoft
 Mouse Option None
 Dual On-Board NICs ONLY
 24X IDE CD-ROM
 Bezel for PE2860
 2+4 Split Backplane Daughtercard
 Electronic Documentation and OpenManage CD Kit, PE2860
 73GB,U320,SCSI,11N 10K,PE2860
 MR1R6, ROMB RAID 1/RAID 5 Drives attached to PERC4el
 PE2860
 Rack Chassis w/Versarall RoundHole-Universal for 3rd-
 party racks, PE2860
 Redundant Power Supply With Y-CORD and Straight Cords
 PE2860
 146GB,U320,SCSI,11N 10K,PE2860
 146GB,U320,SCSI,11N 10K,PE2860
 146GB,U320,SCSI,11N 10K,PE2860
 Premier Enterprise Support - Complex Resolutions
 w/AdvancedSoftware Support - 3 Pack - Exp. 3 Years
 Premier Enterprise Support Service Gold Welcome Letter
 Premier Enterprise On Demand Engineer Dispatch
 Severity 1 Three Years
 Type 2 Contract Same Day 4HR Parts and Labor On-Site
 Response,Initial Year
 Type 2 Contract Same Day 4HR Parts and Labor On-Site
 Response,Two Years
 Premier Enterprise Support - Gold - Premium Services, 3
 Years
 On-Site Installation Declined

834 N HENRY ST
ALEXANDRIA
VA
22314

Description

2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for
PowerEdge 2850
2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus 2nd
processor for PowerEdge 2850
2GB DDR2 400MHz (2X1GB) Single Ranked DIMMs
No Keyboard Option
No Monitor Option
Riser, ROMB, PCI-X, PE2850
73GB, U320, SCSI, 1IN 10K, PE2850
Embedded RAID - PERC4 Embedded Integrated
No Floppy Drive
No Operating System, Microsoft
Mouse Option None
Dual On-Board NICs ONLY
24X IDE CD-ROM
Bezel for PE2850
2+4 Split Backplane Daughternard
Electronic Documentation and OpenManage CD Kit, PE2850
73GB, U320, SCSI, 1IN 10K, PE2850
MR1R6, ROMB RAID 1/RAID 5 Drives attached to PERC4e
PE2850
Rack Chassis w/Versarail Round Hole-Universal for 3rd-
party racks, PE2850
Redundant Power Supply With Y-CORD and Straight Cords
PE2850
146GB, U320, SCSI, 1IN 10K, PE2850

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Quantity

1

LEASE NO: 001 - 008750391 - 008

146GB,U320,SCSI,1IN 10K,PE2850	1
148GB,U320,SCSI,1IN 10K,PE2850	1
Premier Enterprise Support - Complex Resolutions	1
w/AdvancedSoftware Support - 3 Pack - Exp. 3 Years	
Premier Enterprise Support Service Gold Welcome Letter	1
Premier Enterprise On Demand Engineer Dispatch	1
Severity 1 Three Years	
Type 2 Contract Same Day 4HR Parts and Labor On-Site	1
Response,Initial Year	
Type 2 Contract Same Day 4HR Parts and Labor On-Site	1
Response,Two Years	
Premier Enterprise Support - Gold - Premium Services, 3	1
Years	
On-Site Installation Declined	1

All other terms and conditions of the Lease shall remain unchanged.



Financial Services

AUTOPAY AUTHORIZATION FORM [405]
Business Accounts

SECTION 1: LEASE INFORMATION

Please list the Lease account number(s) for the Lease(s) that you would like to place on the Autopay service:

Lease number (exactly as it appears on your Lease):

<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="1"/>	-	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="1"/>	-	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="1"/>	-	<input type="text" value="0"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>

Name on the Bank Account to be debited (must match name of the Lessee on the Lease):

Contact Name: _____

Fax #: _____

E-mail Address: _____

Phone: _____

SECTION 2: BANKING INFORMATION

The bank account must be a commercial account. If your business uses a non-commercial bank account or if the name on the account differs from that of the Lessee, please contact Customer Service at <http://dfs.us.dell.com/Service/> or 877-577-3355.

Bank Name: _____

Bank Address: _____

Bank City: _____ Bank State: _____ Bank Zip: _____

Bank phone number: _____ Account Number: _____

ABA Routing #: Please confirm with your bank.

SECTION 3: SIGNATURE

This Autopay service is established solely for your convenience and is offered at no additional cost to you. You authorize Dell Financial Services L.P., its agents and assigns (collectively "DFS"), to initiate debit entries in the bank account identified above for amounts due and owing under the Lease(s), including Rent, applicable taxes, shipping charges, and in case of a default, the full amount due under the Lease. You represent and warrant to DFS that the above account is a commercial account established in connection with your business and not for personal, family, or household purposes. You remain responsible for making payments to DFS if the funds cannot be automatically debited from your bank account. In addition, if funds are not available when a payment is due, you agree to pay DFS any late charges due under the Lease as well as any expenses incurred for every unsuccessful debit attempt. The transactions made pursuant to this authorization form are initiated through the Automated Clearing House of the Federal Reserve and may be governed by the rules of the Automated Clearing House. These services may be terminated or modified by DFS at any time without notice. **THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU PROVIDE WRITTEN NOTICE OF ITS TERMINATION TO DFS SO AS TO AFFORD DFS AND YOUR BANK A REASONABLE OPPORTUNITY TO ACT.**

Dated: _____

Customer Name: _____

Signature of Authorized Representative: _____

Printed Name and Title: _____

SECTION 4: RETURN INSTRUCTIONS

If you received this AutoPay form with your new Lease contract, return this completed form, along with your other Lease documents, as instructed by your DFS Leasing Representative.

OR, if you are requesting AutoPay for an existing lease, return this completed form to Customer Service at (512)-723-6082.

You should retain a copy of this form for your records.

Please note that DFS will not mail a monthly invoice if you have authorized this service.

If you have any questions, please contact Customer Service at <http://dfs.us.dell.com/Service/> or 877-577-3355.

LEASE NO: 001 - 006750391 - 008



Financial Services

JEFFREY FEHRMAN
ON-SITE SOURCING INC
832 N HENRY ST
ALEXANDRIA, VA 22314

JUNE 23, 2006 10:05:32 AM

Dear ON-SITE SOURCING INC:

Thank you for choosing Dell Financial Services for your equipment leasing needs. We are enclosing the Lease and the Attachment A for your review. Once you have inspected the documents, please follow the six simple steps listed below:

- Step ① Sign and Date the **YOU/LESSEE** section only on **Page 2 of 4** and print your **NAME and TITLE**.
- Step ② If your name is **PRE-PRINTED**, please verify the Social Security #, **Sign and Date the Personal Guaranty section on Page 2 of 4** and provide your **HOME ADDRESS**.
- Step ③ Provide your Federal Employer Identification (FEI) Number on **Page 2 of 4**.
- Step ④ ~~Attach a copy of a **Pre-Printed VOIDED CHECK** to the space provided on Page 2 of 4.~~
- Step ⑤ After completing steps 1 through 4, **FAX ALL PAGES (Including Attachment A)** to **1-800-934-4207** and keep the original for your records.
- Step ⑥ **(Optional)** For the ease and convenience of **AUTOPAY**, please complete the enclosed form and fax it back with your Lease. **(Please note that even if you do not participate we still need a voided check or deposit slip for verification purposes.)**

****NOTE:** The Supplier cannot begin to build and/or ship the Products until **ALL** of these steps have been completed.

Thanks again for choosing Dell Financial Services. If you have any questions regarding the enclosed documentation, please feel free to call me.

800-955-3355

*****Helpful Information*****

Lease Related: Your DFS Lease Number is: 001 - 006750391-008
Equipment Related: Your DELL Customer Number is: 7136696
Equipment Related: For equipment support or questions call Dell Computer Corporation at (800) 560-3324

View www.Dell.com/Support for your order status once your Lease paperwork is complete or call (800) 679-3355

The first invoice you receive once your Lease commences will include your Monthly Rent Payment, any applicable taxes and/or fees and the shipping charge to get the products to you if your Lease indicates that SHIPPING charges ARE NOT Included in your Monthly Rent Payment in the Financing Terms section on page one of the Lease. Subsequent invoices will only include your Monthly Rent Payments and any applicable taxes and/or fees.

Ver0801 Mod8.42stlease

Lease Quote# :	8648815	Company NUMBER:	05
Date:	06-23-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
		Lease Rep Admin:	SYS ADMIN
Business Unit:	None		

Recalc									
Lease Type Fair Market Value	Order Total \$17,955.00								
Term 24 months	Amount								
Current Rate for this Order Size 19.87%	Financed Sales \$0.00								
<input checked="" type="radio"/>	Tax <input checked="" type="checkbox"/>								
Prior Rates for this Order Size	Shipping Cost <input checked="" type="checkbox"/> \$126.00								
<input type="radio"/>	Documentation \$75.00								
Payment Cycle <input checked="" type="radio"/> Monthly	Fee <input checked="" type="checkbox"/>								
<input type="radio"/> Quarterly	Waive \$0.00								
Advance/Arrears Arrears <input checked="" type="checkbox"/>	Documentation								
Advance Payments 0	Fee <input type="checkbox"/>								
Remaining Payments 24	Down Payment \$0.00								
Down Payment 0	Total Financed \$18,156.00								
Shipping Cost 126	Annual \$600.02								
<table border="1"> <thead> <tr> <th>Order #</th> <th>Sales Tax Code</th> </tr> </thead> <tbody> <tr> <td>441277813</td> <td>100 VA - State Tax</td> </tr> <tr> <td>441270834</td> <td>100 VA - State Tax</td> </tr> <tr> <td>441215235</td> <td>100 VA - State Tax</td> </tr> </tbody> </table>	Order #	Sales Tax Code	441277813	100 VA - State Tax	441270834	100 VA - State Tax	441215235	100 VA - State Tax	Property Management
Order #	Sales Tax Code								
441277813	100 VA - State Tax								
441270834	100 VA - State Tax								
441215235	100 VA - State Tax								
	Fee <input checked="" type="checkbox"/>								
	Monthly Payment \$782.91								
	Monthly Sales Tax \$41.65								
	Monthly Property Management \$50.00								
	Total Monthly Payment \$874.56								
	Advance Payment \$0.00								
	Total Rent Payment \$18,789.84								
	Cost of Financing \$633.84								
	Residual FMV								
	Residual Insurance \$2,289.26								

	Commencement Date	01
	Calculate Interim Rent <input checked="" type="checkbox"/>	
	Is MLA? <input type="checkbox"/>	



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All rights reserved Version Date: 11061998

Lease Quote# :	8648815	Company NUMBER:	05
Date:	06-23-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
		Lease Rep Admin:	SYSADMIN
Business Unit:	None		

Notes for Lease Quote # 8648815**Creation Date :** 20-JUN-2005 **Expiry Date :** 19-AUG-2005**Start Date :** **Payment Date :****Lease Status :** RL **Status Date :** 23-JUN-2005

Enter in your Note
You can only enter in 80 charaters per note.

list of Notes

User	Date and Time	Note
MICHELLE KROHMER	23-JUN-2005 01:20:56 PM	WKTb - created booking packet and walked to booking
MICHELLE KROHMER	23-JUN-2005 01:20:54 PM	RLIM - released in LMS and DOMS
MICHELLE KROHMER	23-JUN-2005 01:20:43 PM	authorized signor signed DOCS
MICHELLE KROHMER	23-JUN-2005 01:20:40 PM	**SPECIAL PRICING** MATCHES
MICHELLE KROHMER	23-JUN-2005 01:20:39 PM	D&B matches name on docs
MICHELLE KROHMER	23-JUN-2005 01:20:37 PM	signed docs have been received
MICHELLE KROHMER	23-JUN-2005 01:20:22 PM	Fiserv returned an authorization code of 013026 on 23-JUN-05 01:20:22 PM
ZACHARY WEIGEL	23-JUN-2005 10:05:02 AM	Monthly Payment = \$761.44
ZACHARY WEIGEL	23-JUN-2005 10:04:20 AM	Approved, 24 Mo FMV / 17.93% IRR (4.19388 LRF - stream 0.63%) with 1% DILRS
ZACHARY	23-JUN-2005	***Special Pricing - 24/FMV***

WEIGEL	10:01:49 AM	
ZACHARY WEIGEL	23-JUN-2005 09:59:06 AM	The CMS credit check. Status: CA



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8648815

Snap Lease Checklist

Lessor 001 Customer Number 006750391 Schedule Number 008

Customer Name: ON-SITE SOURCING INC

SMB Coordinator: Michelle Krohmer

Date: 6/23/2005

Type of Lease:

- ☐ Tax Exempt
- ☐ **Special Pricing**
- ☐ Structured

Include following information:

- ☐ **LRF 4.19388**
- ☐ **APR 17.93%**
- ☐ **DLRS 1⁰/₁₀**
- ☐ **Monthly Payment (Special Pricing) \$761.44**
- ☐ **(Special Pricing Deal) Is Tax Code 0032 YES or NO**
- ☐ **Down Payment and Monthly Payment (Structured)**
 - ☐ 1 @ and @
- ☐ **Copy "Quote Calculator"**
- ☐ **LMS Notes**
- ☐ **KeyFile Documents**

Verified pricing notes in CMS (done by Booking Specialist)

- ☒ Approval matches
- ☐ Approval do not match (emailing pricing)
- ☐ No approval showing (emailing pricing)

73191 - 6/24



Financial Services

LEASE NO: 001 - 006750391 - 009

Assigned to Dell Equipment Funding L.P.
Your Dell Customer Number is: 7136695

Company No: 05

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

FULL LEGAL NAME OF LESSEE ON-SITE SOURCING INC		LEASE TERM (MONTHS) 24	MONTHLY RENT PAYMENT \$1,304.78 <small>*Subject to Applicable Tax</small>	MONTHLY PERSONAL PROPERTY MGMT FEE \$86.32 <small>*Subject to Applicable Tax</small>	COMMENCEMENT DATE
DBA NAME (IF ANY)	TYPE OF BUSINESS Corporation	FINANCING TERMS Product Cost = \$30,998.00 Transaction Processing Fee* = \$75.00 Shipping Charges** = \$40.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) *A Transaction Processing Fee is included in the Monthly Rent Payment shown above. **Charges to ship to you ARE included in the Monthly Rental Payment.			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314					
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)	SOCIAL SECURITY NUMBER	END OF LEASE PURCHASE OPTION FMV			

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-18, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 6; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION; YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER

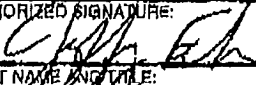
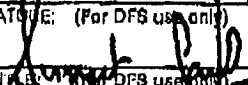
B 8 D

Page 1 of 4

Ver0801 Mod842stlease

LEASE NO: 001 - 006750391 - 009

THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YOU/LESSEE: ON-SITE SOURCING INC		US/LESSOR: (For DFS use only) Dell Financial Services L.P. 90355 Collections Center Drive Chicago, IL 60693		Phone (800) 955-3355 Fax (800) 934-4207 or Fax (312) 248-2028	
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE: (For DFS use only) 			
PRINT NAME AND TITLE: Jeff Hoffman / IT Director		DATE: 6/23		PRINT NAME AND TITLE: (For DFS use only) Jeff Hoffman / IT Director	
		DATE			

Step ①. Please sign and date the YOU/LESSEE section and print your name and Title.

PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 001 - 006750391-009		
<p>This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the personal guarantors indicated below. When we use the words we, us and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into the Lease, you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstance which might otherwise be a defense available to, or a discharge of, Lessee or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including those of protest, presentment and demand, notice of acceptance hereof and all other notices of any kind. You agree that we can renew, extend or otherwise modify the terms of the Lease without informing you. You will pay all our expenses including attorneys' fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs, administrators and personal representatives. We may, without affecting your liability hereunder, compromise or release any rights against Lessee or the Product or you. You consent to the transfer, sale or any other disposition of the Product and the Lease. If more than one person has signed this Guaranty, each of you agrees that its liability is joint and several. This Guaranty may be enforced by any assignee or successor of ours to the same extent as we may enforce it. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit and make other credit inquiries that we determine are necessary. THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 15.</p>		
Date: _____ (Date Signed)	INDIVIDUAL GUARANTOR NAME (PRINTED) _____	GUARANTOR SOCIAL SECURITY NUMBER _____
By: _____ SIGNATURE INDIVIDUAL GUARANTOR (NO TITLE)	GUARANTOR HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE) _____	

Step ②. If your name is pre-printed, please SIGN and date the Personal Guaranty section and provide your home address.

541648470
FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER for SOLE PROPRIETORS)

Step ③. If your FEI number is not pre-printed, you MUST provide it in the box above.

Please attach a copy of a **VOIDED CHECK** here.

Step ④. Attach a PRE-PRINTED Voided Check.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE DO NOT COMPLETE STEPS 1-4 ABOVE.

LEASE NO: 001 - 006750391 - 009

3. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the closest 1st, 8th, 9th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5.00% of the late payment amount or (ii) \$20.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: We are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. We may, at our option, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for reinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the fair market value of the Products, will be as determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you purchase the Products or return the Products to us on the last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a

B S D

Page 3 of 4

Ver0801 Mod8.42stlease

LEASE NO: 001 - 006750391 - 009

continuing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' in place value. If you do not agree with our determination, the fair market retail value will be determined for you at your expense by an independent appraiser selected by us. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including brokerage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.

17. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.

LEASE NO: 001 - 006750391-009



Attachment A

Company No: 05

Attached hereto and made a part hereof Lease No: 001 - 006750391-009 between DELL FINANCIAL SERVICES L.P. as Lessor and ON-SITE SOURCING INC as Lessee

Product Location	General Product Description/Supplier/Quantity	Quantity
832 NORTH HENRY ST ALEXANDRIA VA 22314	Dell Order #447152259	
	Description	
	2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for	9
	PowerEdge SC 1420	
	2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus	9
	Xeon for PowerEdge SC1420	
	1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge	9
	SC1420	
	Keyboard, 104 Key, US, NMB, LC, MG	9
	No Monitor Option	9
	80GB, SATA, 1 Inch, 7.2K RPM Hard Drive for PE SC	9
	No Floppy Drive	9
	No Operating System, For Dell PowerEdge Servers, No Windows	9
	2000	
	Logitech PS/2 2-button Mouse with Scroll, PowerEdge	9
	On-Board NIC	9
	48X, Compact Disk Drive, 680M I, Half Height, Blank, for	9
	PowerEdge SC	
	Electronic Documentation and OpenManage CD Kit, PowerEdge	9
	SC1420	
	Hard Drive Configuration #1 MotherBoard SATA, No RAID for	9
	PowerEdge SC1420, 1 SATA Hard Drive	
	Premier Enterprise Support - SILVER-Premium Services 3	9
	Years	
	Type 2 Contract Same Day NBD Parts and Labor On-Site	9
	Response, Two Years	
	Type 2 Contract Same Day NBD Parts and Labor On-Site	9
	Response, Initial Year	
	On-Site Installation Declined	9
832 NORTH HENRY ST ALEXANDRIA VA 22314	Dell Order #446879282	
	Description	
	2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for	9
	PowerEdge SC 1420	
	2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus	9
	Xeon for PowerEdge SC1420	
	1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge	9
	SC1420	
	Keyboard, 104 Key, US, NMB, LC, MG	9
	No Monitor Option	9
	80GB, SATA, 1 Inch, 7.2K RPM Hard Drive for PE SC	9
	No Floppy Drive	9
	No Operating System, For Dell PowerEdge Servers, No Windows	9
	2000	
	Logitech PS/2 2-button Mouse with Scroll, PowerEdge	9
	On-Board NIC	9
	48X, Compact Disk Drive, 680M I, Half Height, Black, for	9
	PowerEdge SC	

LEASE NO: 001 - 006750391 - 009

Electronic Documentation and OpenManage CD Kit, PowerEdge SC1420	9
Hard Drive Configuration #1 MotherBoard SATA, No RAID for PowerEdge SC1420, 1 SATA Hard Drive	9
Premier Enterprise Support - SILVER-Premium Services 3 Years	9
Type 2 Contract Same Day NBD Parts and Labor On-Site Response, Two Years	9
Type 2 Contract Same Day NBD Parts and Labor On-Site Response, Initial Year	9
On-Site Installation Declined	9
Dell M993s CRT Color Monitor, 19 Inch, 18.0 Inch Viewable Image Size, Optiplex and Precision, Customer Install	18

All other terms and conditions of the Lease shall remain unchanged.

Lease Quote# :	8663247	Company NUMBER:	05
Date:	06-23-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Recalc							
Lease Type <input type="checkbox"/> Fair Market Value <input type="checkbox"/>	Order Total Amount \$30,996.00						
Term <input type="checkbox"/> 24 <input type="checkbox"/> months	Financed Sales Tax <input checked="" type="checkbox"/> \$0.00						
Current Rate for this Order Size 19.87%	Shipping Cost <input checked="" type="checkbox"/> \$40.00						
<input type="checkbox"/>	Documentation Fee <input checked="" type="checkbox"/> \$75.00						
Prior Rates for this Order Size <input type="checkbox"/>	Waive Documentation Fee <input type="checkbox"/> \$0.00						
<input type="checkbox"/>	Down Payment \$0.00						
Payment Cycle <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	Total Financed \$31,111.00						
Advance/Arrears <input type="checkbox"/> Arrears <input type="checkbox"/>	Annual Property Management Fee <input checked="" type="checkbox"/> \$1,035.82						
Advance Payments <input type="checkbox"/> 0 <input type="checkbox"/>	Monthly Payment \$1,339.76						
Remaining Payments 24	Monthly Sales Tax \$71.30						
Down Payment 0	Monthly Property Management \$86.32						
Shipping Cost 40	Total Monthly Payment \$1,497.38						
<table><thead><tr><th>Order #</th><th>Sales Tax Code</th></tr></thead><tbody><tr><td>446879282</td><td>100 VA - State Tax</td></tr><tr><td>447152259</td><td>100 VA - State Tax</td></tr></tbody></table>	Order #	Sales Tax Code	446879282	100 VA - State Tax	447152259	100 VA - State Tax	Advance Payment \$0.00
Order #	Sales Tax Code						
446879282	100 VA - State Tax						
447152259	100 VA - State Tax						
	Total Rent Payment \$32,154.24						
	Cost of Financing \$1,043.24						
	Residual FMV						
	Residual Insurance \$3,951.99						
	Commencement Date <input type="checkbox"/> 01						
	Calculate Interlm Rent <input type="checkbox"/>						

Lease Quote# :	8663247	Company NUMBER:	05
Date:	06-23-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Notes for Lease Quote # 8663247

Creation Date : 23-JUN-2005 **Expiry Date :** 22-AUG-2005

Start Date : **Payment Date :**

Lease Status : RL **Status Date :** 23-JUN-2005

Enter In your Note

You can only enter in 80 charaters per note.

list of Notes

User	Date and Time	Note
FRANK SCHOEPLEIN	23-JUN-2005 02:07:38 PM	WKTB - Created booking packet, walked to booking.
FRANK SCHOEPLEIN	23-JUN-2005 02:05:47 PM	RLIM - Clean deal, released orders in DOMS, placed LQ in RL.
FRANK SCHOEPLEIN	23-JUN-2005 02:05:16 PM	Fiserv returned an authorization code of 014808 on 23-JUN-05 02:05:16 PM
FRANK SCHOEPLEIN	23-JUN-2005 02:05:11 PM	Fiserv returned an authorization code of Reverse Authorization 013637 on 23-JUN-05 02:05:11 PM
FRANK SCHOEPLEIN	23-JUN-2005 02:05:04 PM	CMS, FEI and DOMS ok.
FRANK SCHOEPLEIN	23-JUN-2005 02:02:21 PM	Name, payment and signor ok.
FRANK SCHOEPLEIN	23-JUN-2005 02:01:30 PM	Documents received.
ZACHARY WEIGEL	23-JUN-2005 01:37:56 PM	Fiserv returned an authorization code of 013637 on 23-JUN-05 01:37:56 PM
ZACHARY WEIGEL	23-JUN-2005 01:36:52 PM	New Payment = \$1,304.76
ZACHARY WEIGEL	23-JUN-2005 01:34:54 PM	Fiserv returned an authorization code of Reverse Authorization 011977 on 23-JUN-05 01:34:54 PM
ZACHARY	23-JUN-2005	Fiserv returned an authorization code of 011977 on 23-

WEIGEL	12:56:18 PM	JUN-05 12:56:18 PM	
ZACHARY WEIGEL	23-JUN-2005 12:51:33 PM	Monthly Payment = \$1,429.32	
ZACHARY WEIGEL	23-JUN-2005 12:51:17 PM	Approved, 24 Mo FMV / 17.93% IRR (4.19388 LRF - stream 0.63%) with 1% DLRS	
ZACHARY WEIGEL	23-JUN-2005 12:51:08 PM	***Special Pricing - 24/FMV***	
ZACHARY WEIGEL	23-JUN-2005 12:50:25 PM	The CMS credit check. Status: CA	
ZACHARY WEIGEL	23-JUN-2005 11:34:16 AM	The CMS credit check. Status: CA	



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All rights reserved Version Date: 11061998

Snap Lease Checklist

Lessor 001

Customer Number: 006750391 **ScheduleNumber:** 009

Customer Name:

ON-SITE SOURCING INC

SMB Coordinator: Frank Schoeplein

Date: 6/23/2005

Type of Lease:

- ☐ Tax Exempt
- ☐ Special Pricing
- ☐ Structured

Include following information:

- ☐ LRF: 4.19388
- ☐ APR: 17.93
- ☐ DLRS 1 1/2%
- ☐ Monthly Payment (Special Pricing): 1304.79
- ☐ (Special Pricing Deal) Is Tax Code 0032 YES or NO
- ☐ Down Payment and Monthly Payment (Structured)
 - o 1 @ _____ and _____ @ _____
- ☐ Copy "Quote Calculator"
- ☐ LMS Notes
- ☐ KeyFile Documents

Verified pricing notes in CMS (done by Booking Specialist)

- ☒ Approval matches
- ☐ Approval do not match (emailing pricing)
- ☐ No approval showing (emailing pricing)

Assigned to CIT Financial USA Inc.

LEASE NO: 001 - 006750391 - 010



Financial Services

Your Dell Customer Number is: 7136695



Company No: 05

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

FULL LEGAL NAME OF LESSEE ON-SITE SOURCING INC		LEASE TERM (MONTHS) 24	MONTHLY RENT PAYMENT ^A \$277.89 <small>^ASubject to Applicable Tax</small>	MONTHLY PERSONAL PROPERTY MGMT FEE ^A \$18.13 <small>^ASubject to Applicable Tax</small>	COMMENCEMENT DATE
DBA NAME (IF ANY)	TYPE OF BUSINESS Corporation	FINANCING TERMS Product Cost = \$6,500.00 Transaction Processing Fee ^{**} = \$75.00 Shipping Charges ^{**} = \$42.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) ^A A Transaction Processing Fee is included in the Monthly Rent Payment shown above. ^{**} Charges to ship to you ARE included in the Monthly Rental Payment.			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314					
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)	SOCIAL SECURITY NUMBER	END OF LEASE PURCHASE OPTION FMV			

TERMS AND CONDITIONS OF LEASE

1. **NO WARRANTIES:** WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. **ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS:** BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-18, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 6; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 18 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON

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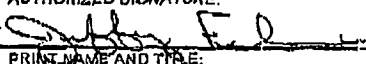
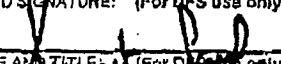
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YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM, AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YOU/LESSEE: ON-SITE SOURCING INC		US/LESSOR: Dell Financial Services L.P. 59355 Collections Center Drive Chicago, IL 60689		(For DFS use only) Phone (800) 955-9355 Fax (800) 934-4207 or Fax (812) 248-2028
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE: (For DFS use only) 		
PRINT NAME AND TITLE: JEFFERY FURMAN IT Director		PRINT NAME AND TITLE: (For DFS use only) Jeffery Furman		DATE 7/11

Step ①. Please sign and date the YOU/LESSEE section and print your name and Title.

PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 001 - 006750391-010		
<p><i>This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the persons guarantors indicated below. When we use the words we, us and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into the Lease, you unconditionally and irrevocably warrant to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstance which might otherwise be a defense available to, or a discharge of, Lessee or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including those of protest, presentment and demand, notice of acceptance hereof and all other notices of any kind. You agree that we can renew, extend or otherwise modify the terms of the Lease without releasing you. You will pay all our expenses including attorneys' fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs, administrators and personal representatives. We may, without affecting your liability hereunder, compromise or release any rights against Lessee or the Products or you. You consent to the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you agrees that its liability is joint and several. This Guaranty may be enforced by any assignee or successor of ours to the same extent as we may enforce it. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit and make other credit inquiries that we determine are necessary. THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 16.</i></p>		
Date: (Date Signed)	INDIVIDUAL GUARANTOR NAME (PRINTED)	GUARANTOR SOCIAL SECURITY NUMBER
By	SIGNATURE INDIVIDUAL GUARANTOR (NO TITLE)	GUARANTOR HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE)

Step ②. If your name is pre-printed, please SIGN and date the Personal Guaranty section and provide your home address.

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FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER for SOLE PROPRIETORS)

Step ③. If your FEI number is not pre-printed, you MUST provide it in the box above.

Please attach a copy of a VOIDED CHECK here.

Step ④. Attach a PRE-PRINTED Voided Check.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE DO NOT COMPLETE STEPS 1-4 ABOVE.

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3. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the closest 1st, 5th, 9th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 16% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5.00% of the late payment amount or (ii) \$28.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: We are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest in all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. We may, at our option, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for disinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then fair market value of the Products, will be as determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you purchase the Products or return the Products to us

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on the last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a continuing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' in place value. If you do not agree with our determination, the fair market retail value will be determined for you at your expense by an independent appraiser selected by us. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer this Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or offset that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including brokerage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.

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Financial Services

Attachment A

Company No: 05

Attached hereto and made a part hereof Lease No: 001 - 006750391-010 between DELL FINANCIAL SERVICES L.P. as Lessor and ON-SITE SOURCING INC as Lessee

Product Location	General Product Description/Supplier/Quantity	Quantity
832 N HENRY ST		
ALEXANDRIA		
VA		
22314		
	Dell Order #470765530	
	Description	
	3.2GHz/1MB Cache, Xeon, 800MHz Front Side Bus for	1
	PowerEdge 2850	
	3.2GHz/1MB Cache, Xeon, 800MHz Front Side Bus 2nd	1
	processor for PowerEdge 2850	
	4GB DDR2 400MHz (4K1GB) Single Ranked DIMMs	1
	No Keyboard Option	1
	No Monitor Option	1
	Riser, ROMB, PCI-X, PE2850	1
	73GB, U320, SCSI, 1IN 10K, PE2850	1
	Embedded RAID - PERC4 Embedded Integrated	1
	1.44MB Floppy Drive	1
	No Operating System, Microsoft	1
	Mouse Option None	1
	Dual On-Board NICs ONLY	1
	24X IDE CD-ROM	1
	Bezel for PE2850	1
	2+4 Split Backplane Daughtercard	1
	Electronic Documentation and OpenManage CD Kit, PE2850	1
	73GB, U320, SCSI, 1IN 10K, PE2850	1
	MR1R5, ROMB RAID 1/RAID 5 Drives attached to PERC4e	1
	PE2850	
	Rack Chassis w/Versarail RoundHole-Universal for 3rd-	1
	party racks, PE2850	
	Redundant Power Supply With Straight Cords, No Y-Cord	1
	PE2850	
	146GB, U320, SCSI, 1IN 10K, PE2850	1
	146GB, U320, SCSI, 1IN 10K, PE2850	1
	146GB, U320, SCSI, 1IN 10K, PE2850	1
	Premier Enterprise Support - Complex Resolutions	1
	w/Advanced Software Support - 3 Pack - Exp. 3 Years	
	Premier Enterprise Support Service Gold Welcome Letter	1
	Premier Enterprise On Demand Engineer Dispatch	1
	Severity 1 Three Years	
	Type 2 Contract Same Day 4HR Parts and Labor On-Site	1
	Response, Initial Year	
	Type 2 Contract Same Day 4HR Parts and Labor On-Site	1
	Response, Two Years	
	Premier Enterprise Support - Gold - Premium Services, 3	1
	Years	
	On-Site Installation Declined	1

All other terms and conditions of the 1 case shall remain unchanged.

Lease Quote# :	8709419	Company NUMBER:	05
Date:	07-11-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Notes for Lease Quote # 8709419

Creation Date : 11-JUL-2005 Expiry Date : 09-SEP-2005

Start Date : Payment Date :

Lease Status : RL Status Date : 11-JUL-2005

Enter in your Note

You can only enter in 80 charaters per note.

 list of Notes

User	Date and Time	Note
LORIANN AGUIRRE	11-JUL-2005 02:59:05 PM	WKT'B-walked to booking
LORIANN AGUIRRE	11-JUL-2005 02:59:01 PM	RLIM-clean deal orders released eml rep
LORIANN AGUIRRE	11-JUL-2005 02:58:50 PM	Fiserv returned an authorization code of 028978 on 11-JUL-05 02:58:50 PM
LORIANN AGUIRRE	11-JUL-2005 02:57:58 PM	signed docs r'cvd
ZACHARY WEIGEL	11-JUL-2005 02:24:11 PM	\$277.89 = monthly payment
ZACHARY WEIGEL	11-JUL-2005 02:23:30 PM	24/FMV, IRR 17.93%, LRF 4.19388, Stream 0.63%
ZACHARY WEIGEL	11-JUL-2005 11:00:54 AM	The CMS credit check. Status: CA



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Lease Quote# :	8709419	Company NUMBER:	05
Date:	07-11-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Recalc	
Lease Type <input type="checkbox"/> Fair Market Value <input type="checkbox"/>	Order Total Amount \$6,509.00
Term <input type="checkbox"/> 24 months	Financed Sales Tax <input checked="" type="checkbox"/> \$0.00
Current Rate for this Order Size 19.87%	Shipping Cost <input checked="" type="checkbox"/> \$42.00
Prior Rates for this Order Size <input checked="" type="checkbox"/>	Documentation Fee <input checked="" type="checkbox"/> \$75.00
Payment Cycle <input checked="" type="radio"/> Monthly <input type="radio"/> Quarterly	Waive Documentation Fee <input type="checkbox"/> \$0.00
Advance/Arrears <input type="checkbox"/> Arrears <input checked="" type="checkbox"/>	Down Payment \$0.00
Advance Payments <input type="checkbox"/> 0	Total Financed \$6,626.00
Remaining Payments 24	Annual Property Management Fee <input checked="" type="checkbox"/> \$217.52
Down Payment 0	Monthly Payment \$286.06
Shipping Cost <input type="checkbox"/> 42	Monthly Sales Tax \$15.21
Order # Sales Tax Code	Monthly Property Management \$18.13
470765530 100 VA - State Tax	Total Monthly Payment \$319.40
	Advance Payment \$0.00
	Total Rent Payment \$6,865.44
	Cost of Financing \$239.44
	Residual FMV
	Residual Insurance \$829.90
	Commencement Date <input type="checkbox"/> 01
	Calculate Interim Rent <input checked="" type="checkbox"/>
	Is MLA? <input type="checkbox"/>

Snap Lease Checklist

Lessor DD1

Customer Number 006750391 Schedule Number 010

Customer Name: On-Site Sourcing Inc

SMB Coordinator Loriann Aguirre

Date: 7/11/05

Type of Lease:

- ☐ Tax Exempt
- ☒ Special Pricing
- ☒ Structured

Include following information:

☒ LRF 4.19388
☒ APR 17.93%

☐ DLRS _____

☒ Monthly Payment (Special Pricing) \$1277.89

☒ (Special Pricing Deal) Is Tax Code 0032 YES or NO

☐ Down Payment and Monthly Payment (Structured)
o 1 @ _____ and _____ @ _____

☒ Copy "Quote Calculator"

☒ LMS Notes

☒ KeyFile Documents

Verified pricing notes in CMS (done by Booking Specialist)

- ☒ Approval matches
- ☐ Approval do not match (emailing pricing)
- ☐ No approval showing (emailing pricing)



Financial Services

LEASE NO: 001 - 006750391 - 013

Assigned to CIT Financial USA Inc.

Your Dell Customer Number is: 7136695

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Company No: 05

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

FULL LEGAL NAME OF LESSEE ON-SITE SOURCING INC		LEASE TERM (MONTHS) 24	MONTHLY RENT PAYMENT* \$487.69 <small>*Subject to Applicable Tax</small>	MONTHLY PERSONAL PROPERTY MGMT FEE* \$30.92 <small>*Subject to Applicable Tax</small>	COMMENCEMENT DATE
DBA NAME (IF ANY)	TYPE OF BUSINESS Corporation	FINANCING TERMS Product Cost = \$11,102.00 Transaction Processing Fee* = \$75.00 Shipping Charges** = \$120.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) *A Transaction Processing Fee IS included in the Monthly Rent Payment shown above. **Charges to ship to you ARE included in the Monthly Rental Payment.			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314					
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)		SOCIAL SECURITY NUMBER		END OF LEASE PURCHASE OPTION FMV	

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (THEY ARE NUMBERED 1-10, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 6; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 10 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON

B S D

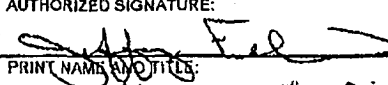
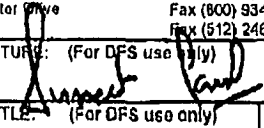
Page 1 of 4

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Ver0801 Mod8.42stlease

LEASE NO: 001 - 006750391 - 013

YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YOU/LESSEE: ON-SITE SOURCING INC		US/LESSOR: (For DFS use only) Dell Financial Services L.P. 98365 Collections Center Drive Chicago, IL 60693	
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE: (For DFS use only) 	
PRINT NAME AND TITLE: Jeff Feherman IT Dir.	DATE 8/15	PRINT NAME AND TITLE: (For DFS use only)	DATE

Step ①. Please sign and date the YOU/LESSEE section and print your name and Title.

PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 001 - 006750391-013		
<p>This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the personal guarantors indicated below. When we use the words we, us and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into the Lease, you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstance which might otherwise be a defense available to, or a discharge of, Lessor or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including those of protest, presentment and demand, notice of acceptance hereof and all other notices of any kind. You agree that we can renew, extend or otherwise modify the terms of the Lease without releasing you. You will pay all our expenses including attorneys' fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs, administrators and personal representatives. We may, without affecting your liability hereunder, compromise or release any rights against Lessee or the Products or you. You consent to the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you agrees that its liability is joint and several. This Guaranty may be enforced by any assigned or successor of ours to the same extent as we may enforce it. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit and make other credit inquiries that we determine are necessary. THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 10.</p>		
Date: (Date Signed)	INDIVIDUAL GUARANTOR NAME (PRINTED)	GUARANTOR SOCIAL SECURITY NUMBER
	By SIGNATURE INDIVIDUAL GUARANTOR (NO TITLE)	GUARANTOR HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE)

Step ②. If your name is pre-printed, please **SIGN** and date the Personal Guaranty section and provide your home address.

641648470
FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER for SOLE PROPRIETORS)

Step ③. If your FEI number is not pre-printed, you **MUST** provide it in the box above.

Please attach a copy of a **VOIDED CHECK** here.

Step ④. Attach a **PRE-PRINTED** Voided Check.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE **DO NOT** COMPLETE STEPS 1-4 ABOVE.

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3. Lease, Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the closest 1st, 5th, 9th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5.00% of the late payment amount or (ii) \$20.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: We are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. We may, at our option, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for uninstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then fair market value of the Products, will be as determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you purchase the Products or return the Products to us

LEASE NO: 001 - 006750391 - 013

in the last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a continuing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' in place value. If you do not agree with our determination, the fair market retail value will be determined for you at your expense by an independent appraiser selected by us. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION; YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.

LEASE NO: 001 - 006750391-013

*Attachment A*

Company No: 05

Attached hereto and made a part hereof Lease No: 001 - 006750391-013 between DELL FINANCIAL SERVICES L.P. as Lessor and ON-SITE SOURCING INC as Lessee

Product Location	General Product Description/Supplier/Quantity	
834 N HENRY ST	Dell Order #527321628	
ALEXANDRIA		
VA		
22314		
	Description	Quantity
	2.8GHz/1MB Cache, Xeon, 800MHz Front Side Bus for	7
	PowerEdge SC 1420	
	2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus	7
	Xeon for PowerEdge SC1420	
	1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge	7
	SC1420	
	Universal Serial Bus, Keyboard, Gray	7
	No Monitor Option	7
	160GB, SATA, 7.2K RPM Drive for PowerEdge PESC1420	7
	No Floppy Drive	7
	No Operating System, For Dell PowerEdge Servers, No Windows	7
	2000	
	Logitech USB 2-button Mouse	7
	On-Board NIC	7
	Digital Video Disk Drive, 4.7G16X, INT, Half Height, LTON	7
	PowerEdge SC	
	Electronic Documentation and OpenManage CD Kit, PowerEdge	7
	SC1420	
	Hard Drive Configuration #1 MotherBoard SATA, No RAID for	7
	PowerEdge SC1420, 1 SATA Hard Drive	
	Premier Enterprise Support - SILVER-Premium Services 3	7
	Years	
	Type 2 Contract Same Day NBD Parts and Labor On-Site	7
	Response, Two Years	
	Type 2 Contract Same Day NBD Parts and Labor On-Site	7
	Response, Initial Year	
	On-Site Installation Declined	7

All other terms and conditions of the Lease shall remain unchanged.



Financial Services

LEASE NO: 001 - 006750391 - 014

Your Dell Customer Number is 7136695

Company No: 05

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH" WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR, WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

ON-SITE SOURCING INC		LEASE TERM (MONTHS)	MONTHLY RENT PAYMENT*	MONTHLY PERSONAL PROPERTY MOVT FEE*	COMMENCEMENT DATE
		24	\$832.80 *Subject to Applicable Tax	\$41.82 *Subject to Applicable Tax	
DBA NAME (IF ANY)	TYPE OF BUSINESS	FINANCIAL TERMS			
	Corporation	Product Cost = \$10,017.00 Transaction Processing Fee** = \$79.00 Shipping Charges*** = \$60.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) *A Transaction Processing Fee is included in the Monthly Rent Payment shown above. **Charges to ship to you ARE included in the Monthly Rental Payment.			
BILLING ADDRESS STREET CITY STATE ZIP CODE					
832 N HENRY ST ALEXANDRIA VA 22314					
PRODUCT LOCATION	SEE ATTACHMENT A	GENERAL PRODUCT DESCRIPTION/SUPPLIER			
QUANTITIES (IF ANY)	SOCIAL SECURITY NUMBER	SEE ATTACHMENT A			
		END OF LEASE PURCHASE OPTION			
		FMV			

TERMS AND CONDITIONS OF LEASE

1. **NO WARRANTIES:** WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS. WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. **ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS:** BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-16, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 9; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION, YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON


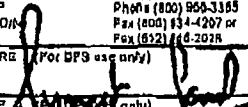
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YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITY COPY OF THE LEASE SHALL BE THE COPY ORIGINATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITY COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITY COPY, OR CORRUPTION OF THE AUTHORITY COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITY COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITY COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITY COPY OF THE LEASE.

YOUR LESSEE: ON-SITE SOURCING INC		USILESSOR, Call Financial Services L.P. 83345 Collection Center Drive Chicago, IL 60693		(For DFS use only) Phone (800) 868-3385 Fax (800) 834-4207 or Fax (632) 46-2028
AUTHORIZED SIGNATURE 		AUTHORIZED SIGNATURE 		
PRINT NAME AND TITLE WILLIAM TRUCKAN CFO		PRINT NAME AND TITLE [Signature]		DATE 01/18/13

Step ①. Please sign and date the YOUR LESSEE section and print your name and title.

PERSONAL AND CONTINUING GUARANTEE OF LEASE NO. 001 - 008750391 - 014	
<p>This personal and continuing guaranty ("Guaranty") states specific legal obligations. When we use the words you and your in this Guaranty we mean the personal guarantors indicated below. When we use the words we, us and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into the Lease, you understand and knowingly guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstances which might otherwise be a defense available to, or a discharge of, Lessee or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and claims, including those of privity, privity and demand, notice of assignment, merger and all other notice of any kind. You agree that we can modify, amend or otherwise modify the terms of the Lease without consulting you. You will pay all our expenses including attorneys' fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or released by your death and we bind your heirs, administrators and personal representatives. We may, without notice to you, substitute or release any rights against Lessee or the Products or you. You consent to the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you personally is jointly and severally liable. This Guaranty may be enforced by any assignee or successor of ours in the same manner as we may enforce it. You shall be jointly and severally liable for all our expenses regarding your personal credit and we make other credit inquiries that we determine are necessary. THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES OF GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 18.</p>	
Date (Date signed)	SIGNATURE PERSONAL GUARANTOR (PRINTED) SIGNATURE PERSONAL GUARANTOR (NO TITLE) SIGNATURE PERSONAL GUARANTOR (NO TITLE)
	SIGNATURE SOCIAL SECURITY NUMBER SIGNATURE HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE)

Step ②. If your name is pre-printed, please SIGN and date the Personal Guaranty section and provide your home address.

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FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER if SOLE PROPRIETOR)

Step ③. If your FEI number is not pre-printed, you MUST provide it in the box above.

Please attach a copy of a VOIDED CHECK here.

Step ④. Attach a PRE-PRINTED Voided Check.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURES OUTLINED IN THE E-MAIL, PLEASE DO NOT COMPLETE STEPS 1-4 ABOVE.

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3. Lease Acceptance and Commencement: Term: Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only finance non-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar surcharges ("Services"). The Products will be deemed unconditionally accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the closest 1st, 5th, 9th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Add to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5.00% of the late payment amount or (ii) \$28.00 for each late payment (or if less, the highest amount permitted by applicable law).

Field Code Changed

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location, Use, Alterations, Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease. If (i) you repair any damage to Products resulting from the removal, (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear), and, (iii) the removal does not violate any License or render the Products incapable of use or operation, all additions or improvements not removed will become our property or no cost to us. You agree that we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title, Quiet Enjoyment, Personal Property, Filing: We are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is 81, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction, or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us, or (c) pay us the "Stipulated Loss Value" which is the sum of (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under this Lease, including unpaid taxes, (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest in all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with coverages satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, including taxes on our net income. We do not have to contest any taxes, fines or penalties. We may, at our option, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of this Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Key") or (ii) destroy all copies of the Operating System Software Key, leaving the original operating system installed and functional. You will pay all expenses for disinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then fair market value of the Products, will be determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you purchase the Products or return the Products to us

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on the last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a continuing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Four Minute Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' at piece value. If you do not agree with our determination, this fair market value will be determined for you at your expense by an independent appraiser selected by us. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including brokerage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorney's fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act of 1925, 9 U.S.C. Section 1, et seq. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under state law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option in our sole discretion to seek judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION, YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) you have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.

03/18/2013 20:21 FAX

005/005

LEASE NO: 001 - 006750391-014



Attachment A

Company No 05

Attached hereto and made a part hereof Lease No: 001 - 006750391-014 between DELL FINANCIAL SERVICES LP, as Lessor and ON-SITE SOURCING INC as Lessee

Product Location	General Product Description/Supplier/Quantity	
834 N HENRY ST	Dell Order #630273468	
ALEXANDRIA	Description	Quantity
VA	3.0GHz/4GB Cache, Xeon Redundant, PowerEdge 6850	1
22314	3.0GHz/4GB Cache, Xeon, Quad Processors for PowerEdge 6850	1
	4GB DDR2 400MHZ(4X1GB) Single Ranked DIMMs	1
	No Keyboard Option	1
	No Monitor Option	1
	73GB,U320,SCSI,1IN 10K,PE68X0	1
	Embedded RAID - PERC4 Embedded/Integrated	1
	1.44MB Floppy Drive	1
	No Operating System, Microsoft	1
	Mouse Option None	1
	Dual On-Board NICs ONLY	1
	24X IDE CD-ROM	1
	Bezel for PE6850	1
	2X3 Split Backplane, PE6850	1
	Electronic Documentation and OpenManage CD Kit, PE6850	1
	73GB,U320,SCSI,1IN 10K,PE68X0	1
	MHSR1,ROMB RAID 1/RAID 5 for Dell PowerEdge 6850	1
	Rack Chassis with Versarail RoundHole-Universal for 3rd-party racks, PE6850	1
	Dual Power Supply, 208 Volt Only	1
	146GB,U320,SCSI,1IN 10K,PE68X0	1
	146GB,U320,SCSI,1IN 10K,PE68X0	1
	146GB,U320,SCSI,1IN 10K,PE68X0	1
	Premier Enterprise Support - Complex Resolutions	1
	w/Advanced Software Support - 3 Pack - Exp. 3 Years	
	Type 2 Contract-Same Day 4-Hour 7x24 Parts and Labor On-site Response, 1st Year	1
	Type 2 Contract-Same Day 4-Hour 7x24 Parts and Labor On-site Response, Two Years	1
	Premier Enterprise Support - SILVER-Premium Services 3 Years	1
	On-Site Installation Declined	1
	USB to PS2 Cable for PowerEdge 3250/68X0, Customer Install	2

All other terms and conditions of the Lease shall remain unchanged.

Ver0801 Mod8.4211catt

Lease Quote# :	9034035	Company NUMBER:	05
Date:	10-18-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Notes for Lease Quote # 9034035

Creation Date : 17-OCT-2005 Expiry Date : 16-DEC-2005

Start Date : Payment Date :

Lease Status : DR Status Date : 18-OCT-2005

Enter in your Note

You can only enter in 80 characters per note. **list of Notes**

User	Date and Time	Note
BRADLEY HOLLIDAY	18-OCT-2005 02:33:18 PM	WKTb - walk to booking
BRADLEY HOLLIDAY	18-OCT-2005 02:33:15 PM	RLIM - docs received, all ok to rl
BRADLEY HOLLIDAY	18-OCT-2005 02:33:12 PM	CMS check is OK
BRADLEY HOLLIDAY	18-OCT-2005 02:32:56 PM	signed by CFO
BRADLEY HOLLIDAY	18-OCT-2005 02:32:44 PM	Fiserv returned an authorization code of 065514 on 18-OCT-05 02:32:44 PM
BRADLEY HOLLIDAY	18-OCT-2005 02:32:00 PM	FEI# present
BRADLEY HOLLIDAY	18-OCT-2005 02:31:55 PM	total financed on docs is \$15,187.50
BRADLEY HOLLIDAY	18-OCT-2005 02:31:47 PM	payments on docs (\$632.80)
ZACHARY WEIGEL	18-OCT-2005 12:51:24 PM	The CMS credit check. Status: CA
ZACHARY WEIGEL	18-OCT-2005 09:58:01 AM	TAF = \$15,187.50, Payment = \$632.80
ZACHARY	18-OCT-2005	

WEIGEL	09:57:21 AM	24 Mo FMV / 17.45% IRR (4.1666 LRF - stream 0%)
ZACHARY WEIGEL	17-OCT-2005 05:15:19 PM	***Special Pricing Deal***
ZACHARY WEIGEL	17-OCT-2005 05:05:27 PM	The CMS credit check. Status: CA



Copyright Dell Financial LP. 1996, 1997
All rights reserved Version Date: 11061998

Lease Quote# :	9034035	Company NUMBER:	05
Date:	10-18-2005	Sales Rep:	ADAM WEEDY
Customer:	ON-SITE SOURCING INC	Lease Rep:	ZACHARY WEIGEL
Business Unit:	None	Lease Rep Admin:	SYS ADMIN

Recalc																																													
<p>Lease Type: Fair Market Value</p> <p>Term: 24 months</p> <p>Current Rate for this Order Size: 19.87% <input checked="" type="radio"/></p> <p>Prior Rates for this Order Size: <input type="radio"/></p> <p>Payment Cycle: <input checked="" type="radio"/> Monthly <input type="radio"/> Quarterly</p> <p>Advance/Arrears: Arrears</p> <p>Advance Payments: 0</p> <p>Remaining Payments: 24</p> <p>Down Payment: 0</p> <p>Shipping Cost: 95</p> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <th style="text-align: left;">Order #</th> <th style="text-align: left;">Sales Tax Code</th> </tr> <tr> <td colspan="2">630273458 100 VA - State Tax</td> </tr> </table>	Order #	Sales Tax Code	630273458 100 VA - State Tax		<table border="0" style="width: 100%;"> <tr> <td>Order Total Amount</td> <td style="text-align: right;">\$15,017.50</td> </tr> <tr> <td>Financed Sales Tax <input checked="" type="checkbox"/></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Shipping Cost <input checked="" type="checkbox"/></td> <td style="text-align: right;">\$95.00</td> </tr> <tr> <td>Documentation Fee <input checked="" type="checkbox"/></td> <td style="text-align: right;">\$75.00</td> </tr> <tr> <td>Waive Documentation Fee <input type="checkbox"/></td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Down Payment</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Financed</td> <td style="text-align: right;">\$15,187.50</td> </tr> <tr> <td>Annual Property Management Fee <input checked="" type="checkbox"/></td> <td style="text-align: right;">\$501.85</td> </tr> <tr> <td>Monthly Payment</td> <td style="text-align: right;">\$654.92</td> </tr> <tr> <td>Monthly Sales Tax</td> <td style="text-align: right;">\$34.84</td> </tr> <tr> <td>Monthly Property Management</td> <td style="text-align: right;">\$41.82</td> </tr> <tr> <td>Total Monthly Payment</td> <td style="text-align: right;">\$731.58</td> </tr> <tr> <td>Advance Payment</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Rent Payment</td> <td style="text-align: right;">\$15,718.08</td> </tr> <tr> <td>Cost of Financing</td> <td style="text-align: right;">\$530.58</td> </tr> <tr> <td>Residual</td> <td style="text-align: right;">FMV</td> </tr> <tr> <td>Residual Insurance</td> <td style="text-align: right;">\$1,914.73</td> </tr> <tr> <td>Commencement Date</td> <td style="text-align: right;">01</td> </tr> <tr> <td>Calculate Interim Rent <input type="checkbox"/></td> <td></td> </tr> <tr> <td>Is MLA? <input type="checkbox"/></td> <td></td> </tr> </table>	Order Total Amount	\$15,017.50	Financed Sales Tax <input checked="" type="checkbox"/>	\$0.00	Shipping Cost <input checked="" type="checkbox"/>	\$95.00	Documentation Fee <input checked="" type="checkbox"/>	\$75.00	Waive Documentation Fee <input type="checkbox"/>	\$0.00	Down Payment	\$0.00	Total Financed	\$15,187.50	Annual Property Management Fee <input checked="" type="checkbox"/>	\$501.85	Monthly Payment	\$654.92	Monthly Sales Tax	\$34.84	Monthly Property Management	\$41.82	Total Monthly Payment	\$731.58	Advance Payment	\$0.00	Total Rent Payment	\$15,718.08	Cost of Financing	\$530.58	Residual	FMV	Residual Insurance	\$1,914.73	Commencement Date	01	Calculate Interim Rent <input type="checkbox"/>		Is MLA? <input type="checkbox"/>	
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Is MLA? <input type="checkbox"/>																																													

Snap Lease Checklist

9634035
10/20

Lessor 001

Customer Number 6750391 Schedule Number 014

Customer Name: On-Site Services Inc

SMB Coordinator Braed H.

Date: 10-18

Type of Lease:

- ☐ Tax Exempt
- ☒ Special Pricing
- ☐ Structured

Include following information:

- ☐ LRF 4.1666
- ☐ APR 17.45
- ☐ DLRS _____
- ☐ Residual estimate _____
- ☐ Monthly Payment (Special Pricing) 632.80
- ☐ (Special Pricing Deal) Is Tax Code 0032 YES or NO
- ☐ Down Payment and Monthly Payment (Structured)
 - ☐ 1 @ _____ and _____ @ _____
- ☒ Copy "Quote Calculator"
- ☒ LMS Notes
- ☒ KeyFile Documents

Verified pricing notes in CMS (done by Booking Specialist)

- ☐ Approval matches
- ☐ Approval do not match (emailing pricing)
- ☐ No approval showing (emailing pricing)



Financial Services



LEASE NO: 001 - 006750391 - 016

Assigned to CIT Financial USA Inc.

Your Dell Customer Number is: 7136695

Company No: 06

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

FULL LEGAL NAME OF LESSEE ON-SITE SOURCING		LEASE TERM (MONTHS) 24	MONTHLY RENT PAYMENT ^A \$818.97 <small>^ASubject to Application Fee</small>	MONTHLY PERSONAL PROPERTY TAX ^A \$39.60 <small>^ASubject to Application Fee</small>	COMMENCEMENT DATE
DBA NAME (IF ANY)	TYPE OF BUSINESS Corporation	FINANCING TERMS Product Cost = \$14,210.55 Transaction Processing Fee ^A = \$75.00 Shipping Charges ^A = \$24.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) ^A A Transaction Processing Fee is included in the Monthly Rent Payment shown above. ^B Charges to ship to you ARE included in the Monthly Rental Payment.			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314					
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY) SOCIAL SECURITY NUMBER		END OF LEASE PURCHASE OPTION PMV			

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS. WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-18, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 9; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER

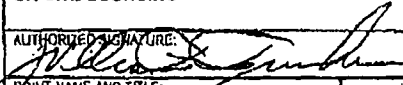
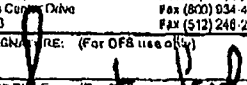
BSD
Page 1 of 4



Ver0801 Mod8.42xlease

LEASE NO: 001 - 006750391 - 015

THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITY OF THE LEASE. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITY OF THE COPY, OR CORRUPTION OF THE AUTHORITY OF THE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITY OF THE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITY OF THE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITY OF THE LEASE.

YOUR LESSEE: ON-SITE SOURCING		US/LESSOR: (For DFS use only) Dell Financial Services L.P. 99353 Collections Center Drive Chicago, IL 60693 Phone (800) 955-3358 Fax (800) 934-4207 or Fax (512) 246-2028	
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE: (For DFS use only) 	
PRINT NAME AND TITLE: WILLIAM TRUCHAN, CFO		PRINT NAME AND TITLE: (For DFS use only) Dell Financial Services	
DATE: 1/3/06		DATE:	

Step ①. Please sign and date the YOUR LESSEE section and print your name and Title.

PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 001 - 006750391-015	
<p>This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the person(s) designated below. When we use the words we, us and our in this Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into this Lease, you have assumed and irrevocably guaranteed to us, our successors and assigns, the prompt payment and performance of all obligations of Lease under this Lease regardless of any circumstances which might otherwise be a defense available to, or a discharge of, Lessee or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including those of protest, presentment and demand, notice of acceptance and all other notices of any kind. You agree that we can remove, extend or otherwise modify the terms of the Lease without releasing you. You will pay all our expenses including attorney's fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or released by your death and will bind your heirs, administrators and personal representatives. We agree, without affecting your liability hereunder, to release any rights against Lessee or the Products of you. You consent to the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you agrees that its liability is joint and several. This Guaranty may be enforced by any assignee of successful claims to the same extent as we may enforce it. You authorize us or any of our affiliates to obtain credit reports regarding your personal credit and make a credit report that we deem necessary. THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 16.</p>	
Date: (Date Signed) Individual (Guarantor Name Required) Signature Individual Guarantor (in Title)	Guarantor Social Security Number Guarantor Home Address (Street, City, State and Zip Code)

Step ②. If your name is pre-printed, please **SIGN** and date the Personal Guaranty section and provide your home address.

541648470

FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER BY SOLE PROPRIETORS)

Step ③. If your FEI number is not pre-printed, you **MUST** provide it in the box above.

Please attach a copy of a **VOIDED CHECK** here.

Step ④. Attach a **PRE-PRINTED** Voided Check.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE **DO NOT** COMPLETE STEPS 1-4 ABOVE.

LEASE NO: 001 - 006750391 - 015

3. Lease, Acceptance and Commencement Terms: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the closest 1st, 5th, 8th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in advance, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after its due date, you will pay us a late charge equal to the greater of (i) 5.00% of the late payment amount or (ii) \$25.00 for each late payment (or if less, the highest amount permitted by applicable law).

Field Code Changed

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location, Use, Alterations, Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that we, our assignees, and agents, may inspect the Products at this premise where the Products are located at any reasonable time with prior notice.

6. Title, Quiet Enjoyment, Personal Property Filing: We are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under this Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under this Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. We may, at our option, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for disinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option: Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is less than fair market value of the Products, will be as determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you purchase the Products or return the Products to us on the last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a RSD

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continuing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' in place value. If you do not agree with our determination, the fair market retail value will be determined for you at your expense by an independent appraiser selected by us. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease will terminate.

17. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

18. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

19. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including brokerage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claim against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) in the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

20. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products) You will reimburse us for, and if we request defend us against, any Claims.

21. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.

22. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.

23. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.

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Attachment A

Company No: 05

Attached hereto and made a part hereof Lease No: 001 - 006750391-015 between DELL FINANCIAL SERVICES L.P. as Lessor and ON-SITE SOURCING as Lessee

Product Location	General Product Description/Supplier/Quantity	
832 N HENRY ST	Dell Order #751408238	
ALEXANDRIA	Description	Quantity
VA	USB to PS2 Cable for PowerEdge3250/68X0, Customer Install	1
22314	3.0GHz/8MB Cache, Xeon Redundant, PowerEdge 6850	1
	3.0GHz/8MB Cache, Xeon, Quad Processors for PowerEdge 6850	1
	4GB DDR2 400MHZ(4X1GB) Single Ranked DIMMs	1
	No Keyboard Option	1
	No Monitor Option	1
	73GB,U320,SCSI,1IN 10K,PE68X0	1
	Embedded RAID - PERC4 Embedded Integrated	1
	1.44MB Floppy Drive	1
	No Operating System, Microsoft	1
	Mouse Option None	1
	Dual On-Board NICs ONLY	1
	24X IDE CD-ROM	1
	Bezel for PE6850	1
	2X3 Split Backplane,PE6850	1
	Electronic Documentation and OpenManage CD Kit, PE6850	1
	73GB,U320,SCSI,1IN 10K,PE68X0	1
	MR6R1,ROMB RAID 1/RAID 5 for Dell PowerEdge 6850	1
	Rack Chassis with Versarail RoundHole-Universal for 3rd-party racks, PE6850	1
	Dual Power Supply, 208 Volt Only	1
	146GB,U320,SCSI,1IN 10K,PE68X0	1
	146GB,U320,SCSI,1IN 10K,PE68X0	1
	146GB,U320,SCSI,1IN 10K,PE68X0	1
	Premier Enterprise Support - Complex Resolutions	1
	w/Advanced Software Support - 3 Pack - Exp. 3 Years	
	Type 2 Contract-Same Day 4-Hour 7x24 Parts and Labor On-site Response,1nil Year	1
	Type 2 Contract-Same Day 4-Hour 7x24 Parts and Labor On-site Response,Two Years	1
	Premier Enterprise Support - SILVER-Premium Services 3 Years	1
	Thank You for buying Dell	1
	Please visit WWW.Dell.COM	1
	On-Site Installation Declined	1

All other terms and conditions of the Lease shall remain unchanged.

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Assigned to CFF Financial USA Inc.

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DELL

Financial Services

Your Dell Customer Number is: 7136695

Company No: 05

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

FULL LEGAL NAME OF LESSEE ON-SITE SOURCING		LEASE TERM (MONTHS) 24	MONTHLY RENT PAYMENT ^A \$1,676.80 <small>^ASubject to Applicable Tax</small>	MONTHLY PERSONAL PROPERTY MGMT FEE ^A \$111.24 <small>^ASubject to Applicable Tax</small>	COMMENCEMENT DATE
DBA NAME (IF ANY)	TYPE OF BUSINESS Corporation	FINANCING TERMS Product Cost = \$39,946.00 Transaction Processing Fee ^{**} = \$75.00 Shipping Charges ^{**} = \$188.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) ^A A Transaction Processing Fee IS Included in the Monthly Rent Payment shown above. ^{**} Charges to ship to you ARE Included in the Monthly Rental Payment.			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314					
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)		SOCIAL SECURITY NUMBER		END OF LEASE PURCHASE OPTION FMV	

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-18, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 8; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE IN THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETED ELECTRONIC SIGNATURE E-MAIL AND THIS LEASE TO US BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US BY FACSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER

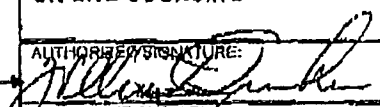
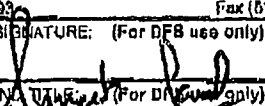
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THIS SIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE TRANSMITTED BY YOU TO US BY FACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YOU/LESSEE: ON-SITE SOURCING		US/LESSOR: (For DFS use only) Dell Financial Services L.P. 99365 Collections Center Drive Chicago, IL 60693 Phone (800) 935-3388 Fax (800) 934-4207 or Fax (612) 248-2028	
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE: (For DFS use only) 	
PRINT NAME AND TITLE: WILLIAM F TRUCHAN	DATE: 3/14/06	PRINT NAME AND TITLE: (For DFS use only) L. Truchan	DATE:

Step ①. Please sign and date the **YOU/LESSEE** section and print your name and Title.

PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 001 - 006750391-017		
<p>This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the personal guarantors indicated below. When we use the words we, us and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into the Lease, you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstance which might otherwise be a defense available to, or a discharge of, Lessee or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including those of protest, promissory and demand, notice of acceptance hereof and all other notices of any kind. You agree that we can renew, extend or otherwise modify the terms of the Lease without releasing you. You will pay all our expenses including attorneys' fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or released by your death and will bind your heirs, administrators and personal representatives. We may, without affecting your liability hereunder, compromise or release any rights against Lessee or the Products or you. You consent to the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you agrees that its liability is joint and several. This Guaranty may be enforced by any assignee or successor of ours to the same extent as we may enforce it. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit and make other credit inquiries that we determine are necessary. THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 16.</p>		
Date: (Date signed)	N/A INDIVIDUAL GUARANTOR NAME (PRINTED)	N/A GUARANTOR SOCIAL SECURITY NUMBER
	By: SIGNATURE INDIVIDUAL GUARANTOR (NO TITLE)	GUARANTOR HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE)

Step ②. If your name is pre-printed, please **SIGN** and date the Personal Guaranty section and provide your home address.

541648470
FEDERAL EMPLOYER IDENTIFICATION # (or SOCIAL SECURITY NUMBER for SOLE PROPRIETORS)

Step ③. If your FEI number is not pre-printed, you **MUST** provide it in the box above.

Please attach a copy of a **VOIDED CHECK** here.

Step ④. Attach a **PRE-PRINTED** Voided Check.

IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AND YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE **DO NOT** COMPLETE STEPS 1-4 ABOVE.

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3. Lease, Acceptance and Commencement Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, you give us the right to insert the Commencement Date as the closest 1st, 5th, 9th, 13th, 17th or 21st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent month (or the following day of the subsequent month if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5.00% of the late payment amount or (ii) \$25.00 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: We are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. We may, at our option, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the amount of the Purchase Option price shown above which, if it is the then fair market value of the Products, will be as determined by us, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you purchase the Products or return the Products to us on the last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a B S D

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continuing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgment to determine the Products' in place value. If you do not agree with our determination, the fair market retail value will be determined for you at your expense by an independent appraiser selected by us. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatsoever, and the Lease will terminate.

12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, by compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorney's fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under this Lease, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as defined by Article 2A and by signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you.

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Financial Services

Attachment A

Company No: 05

Attached hereto and made a part hereof Lease No: 001 - 006750391-017 between DELL FINANCIAL SERVICES L.P. as Lessor and ON-SITE SOURCING as Lessee

Product Location	General Product Description/Supplier/Quantity	
834 N HENRY ST	Dell Order #005718363	
ALEXANDRIA		
VA		
22314		
Description		Quantity
3.16GHz/1MB Cache, Xeon	Redundant, PowerEdge 6850	2
3.16GHz/1MB Cache, Xeon	Dual Processor for PowerEdge 6850	2
4GB DDR2 400MHZ(4X1GB)	Single Ranked DIMMs	2
No keyboard Option, No Filler		2
No Monitor Option		2
73GB,U320,SCSI,1IN 10K,PE68X0		2
Embedded RAID - PERC4 Embedded/Integrated		2
No Floppy Drive		2
No Operating System, Microsoft		2
Mouse Option None		2
2 X Intel Pro 1000MT Copper	Gigabit Network Adapter	2
Dell Remote Access Card, 4th Generation, for PowerEdge		2
24X IDE CD-RW/DVD ROM	Drive for PowerEdge Servers	2
All OS		
Bezel for PE6850		2
2+3 Split Backplane,PE6850		2
Electronic Documentation and OpenManage CD Kit, PE6850		2
73GB,U320,SCSI,1IN 10K,PE68X0		2
MR5R1,ROMB RAID 1/RAID 5 for Dell PowerEdge 6850		2
Rack Chassis with Versarail RoundHole-Universal for 3rd-party racks, PE6850		2
Dual Power Supply, 208 Volt Only		2
146GB,U320,SCSI,1IN 10K,PE68X0		2
146GB,U320,SCSI,1IN 10K,PE68X0		2
146GB,U320,SCSI,1IN 10K,PE68X0		2
Premier Enterprise Support - Complex Resolutions		2
w/AdvancedSoftware Support - 3 Pack - Exp. 3 Years		
Type 2 Contract-Same	Day 4-Hour 7x24 Parts and	2
Labor On-site	Response,Init Year	
Type 2 Contract-Same	Day 4-Hour 7x24 Parts and	2
Labor On-site	Response,Two Years	
Premier Enterprise Support - SILVER-Premium Services	3	2
Years		
Thank You for buying Dell		2
Please visit WWW.Dell.COM		2
Dell Education Services OnlineEnterprise Training included		2
w/purchase, take courses at LearnDell.com 90-Day Access		
On-Site Installation Declined		2
	Dell Order #805717807	
Description		Quantity
3.0GHz/2MB Cache, Xeon, 800MHzFront Side Bus for PowerEdge 1850		3
3.0GHz/2MB Cache, Xeon, 800MHzFront Side Bus, 2nd processor for PowerEdge 1850		3
4GB DDR2 400MHZ (4X1GB)	Single Ranked DIMMs	3

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ALEXANDRIA
VA
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No keyboard Option, No Filter	3
No Monitor Option	3
Riser,ROMB,PCI-X,PE1850	3
73GB,U320,SCSI,1IN 10K;PE1850	3
Embedded RAID - PERC4 Embedded Integrated	3
1.44MB Floppy Drive	3
No Operating System, Microsoft	3
Mouse Option None	3
Dual On-Board NICs ONLY	3
Dell Remote Access Card, 4th Generation, for PowerEdge	3
24X IDE CD-RW/DVD ROM Drive for PowerEdge Servers, All OS	3
Bezel for PE1850	3
Electronic Documentation and OpenManage CD Kit, PE1850	3
73GB,U320,SCSI,1IN 10K;PE1850	3
MR1, Drives attached to PERC4e	3
Rack Chassis w/Rapid Rails for Dell, HPQ or other Square Hole Racks, PE1850	3
Redundant Power Supply With Dual Cords, No Y-Cord, PE1850	3
Premier Enterprise Support - Complex Resolutions w/Advanced Software Support - 3 Pack - Exp. 3 Years	3
Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Initial Year	3
Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Two Years	3
Premier Enterprise Support - SILVER-Premium Services 3 Years	3
Thank You for buying Dell	3
Please visit WWW.Dell.COM	3
Dell Education Services Online Enterprise Training Included w/purchase, take courses at LearnDell.com 90-Day Access On-Site Installation Declined	3

Dell Order #006717336

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Description	Quantity
3.0GHz/2MB Cache, Xeon, 800MHz Front Side Bus for PowerEdge 2850	2
3.0GHz/2MB Cache, Xeon, 800MHz Front Side Bus, 2nd processor for PowerEdge 2850	2
4GB DDR2 400MHz (4X1GB) Single Ranked DIMMs	2
No keyboard Option, No Filter	2
No Monitor Option	2
Riser,ROMB and PCI-E,PE2850	2
73GB,U320,SCSI,1IN 10K,PE2850	2
Embedded RAID - PERC4 Embedded Integrated	2
1.44MB Floppy Drive	2
No Operating System, Microsoft	2
Mouse Option None	2
Dual On-Board NICs ONLY	2
Dell Remote Access Card, 4th Generation, for PowerEdge	2
24X IDE CD-ROM	2
Bezel for PE2850	2
2+4 Split Backplane Daughtercard	2
Electronic Documentation and OpenManage CD Kit, PE2850	2
73GB,U320,SCSI,1IN 10K,PE2850	2
MR1R5, ROMB RAID 1/RAID 5 Drives attached to PERC4e PE2850	2
Rack Chassis w/Rapid Rails for Dell, HPQ or other Square Hole Racks, PE2850	2
Redundant Power Supply With Straight Cords, No Y-Cord PE2850	2
146GB,U320,SCSI,1IN 10K,PE2850	2

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148GB,U320,SCSI,1IN 10K,PE2850	2
148GB,U320,SCSI,1IN 10K,PE2860	2
DECLINED CRITICAL BUSINESS CRITICAL SERVER OR STORAGE SUPPORT PACKAGE-CALL YOUR DELLSALES REP IF UPGRADE NEEDED	2
Type 2 Contract Same Day 4HR 7 x 24 Parts and Labor On- SiteResponse, Initial Year	2
Type 2 Contract Same Day 4HR Parts and Labor On-Site Response,Two Years	2
Thank You for buying Dell	2
Please visit WWW.Dell.COM	2
On-Site Installation Declined	2

All other terms and conditions of the Lease shall remain unchanged.

This ACKNOWLEDGEMENT reflects the information received from the Delaware Department Of State.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Diligenz, Inc. 6500 Harbour Heights Pkwy, Suite 400 Mukilteo, WA 98275	

Filing Number : 51362618

Filing Date : 05/03/2005

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 ST		CITY Alexandria	STATE VA	POSTAL CODE 22314
				COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any <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'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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 Dell Financial Services, L.P.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 12234 N. IH-35, Bldg. B		CITY Austin	STATE TX	POSTAL CODE 78753
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All computer equipment and peripherals (collectively Equipment) wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006750391-002 dated APRIL 29, 2005, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and to become due and arising from or relating to said Equipment.



5. ALTERNATIVE DESIGNATION (if applicable): <input checked="" type="checkbox"/> LESSEE/LESSOR		<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAIOL	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> THIS FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/> Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) (optional)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA [13009430]						

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

This document was auto-generated from data received from the Delaware Department of State

This ACKNOWLEDGEMENT reflects the information received from the Delaware Department Of State.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Diligenz, Inc. 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Diligenz, Inc.
6500 Harbour Heights Pkwy, Suite 400
Mukilteo, WA 98275

Filing Number : 51390294

Filing Date : 05/05/2005

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 ST

CITY

Alexandria

STATE

VA

POSTAL CODE

22314

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Corporation

1f. JURISDICTION OF ORGANIZATION

DE

1g. ORGANIZATIONAL ID #, if any

☐ 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

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ 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

Dell Financial Services, L.P.

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

12234 N. IH-35, Bldg. B

CITY

Austin

STATE

TX

POSTAL CODE

78753

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All computer equipment and peripherals (collectively Equipment) wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006750391-003 dated MAY 4, 2005, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and to become due and arising from or relating to said Equipment.

5. ALTERNATIVE DESIGNATION (if applicable): ☒ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. ☐ Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

[13043051]

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

This document was auto-generated from data received from the Delaware Department of State

This ACKNOWLEDGEMENT reflects the information received from the Delaware Department Of State.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Diligenz, Inc. 6500 Harbour Heights Pkwy, Suite 400 Mukilteo, WA 98275	

Filing Number : 51421313

Filing Date : 05/09/2005

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 ST		CITY Alexandria	STATE VA	POSTAL CODE 22314
COUNTRY USA				
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any <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'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
COUNTRY				
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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 Dell Financial Services, L.P.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 12234 N. IH-35, Bldg. B		CITY Austin	STATE TX	POSTAL CODE 78753
COUNTRY USA				

4. This FINANCING STATEMENT covers the following collateral:

All computer equipment and peripherals (collectively Equipment) wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006750391-005 dated MAY 06, 2005, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and to become due and arising from or relating to said Equipment.

5. ALTERNATIVE DESIGNATION (if applicable):	<input checked="" type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) (ADDITIONAL FEE)		All Debtors Debtor 1 Debtor 2			
8. OPTIONAL FILER REFERENCE DATA [13090580]						

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

This document was auto-generated from data received from the Delaware Department of State

This ACKNOWLEDGEMENT reflects the information received from the Delaware Department Of State.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Diligenz, Inc. 6500 Harbour Heights Pkwy, Suite 400 Mukilteo, WA 98275	

Filing Number : 51436956

Filing Date : 05/10/2005

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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 ST		CITY Alexandria	STATE VA	POSTAL CODE 22314
COUNTRY USA				
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
COUNTRY				
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Dell Financial Services, L.P.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 12234 N. IH-35, Bldg. B		CITY Austin	STATE TX	POSTAL CODE 78753
COUNTRY USA				

4. This FINANCING STATEMENT covers the following collateral:

All computer equipment and peripherals (collectively Equipment) wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006750391-006 dated MAY 09, 2005, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and to become due and arising from or relating to said Equipment.

5. ALTERNATIVE DESIGNATION (if applicable): <input checked="" type="checkbox"/> LESSEE/LESSOR		<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAIOLR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA [13106862]						

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

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This ACKNOWLEDGEMENT reflects the information received from the Delaware Department Of State.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Diligenz, Inc. 6500 Harbour Heights Pkwy, Suite 400 Mukilteo, WA 98275	

Filing Number : 51772913

Filing Date : 06/09/2005

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 ST		CITY Alexandria	STATE VA	POSTAL CODE 22314
COUNTRY USA				
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any <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'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
COUNTRY				
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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 Dell Financial Services, L.P.				
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 12234 N. IH-35, Bldg. B		CITY Austin	STATE TX	POSTAL CODE 78753
COUNTRY USA				

4. This FINANCING STATEMENT covers the following collateral:

All computer equipment and peripherals (collectively Equipment) wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006750391-007 dated JUNE 08, 2005, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and to become due and arising from or relating to said Equipment.

5. ALTERNATIVE DESIGNATION (if applicable): <input checked="" type="checkbox"/> LESSEE/LESSOR		<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA [13509975]						

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

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This ACKNOWLEDGEMENT reflects the information received from the Delaware Department Of State.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Diligenz, Inc. 6500 Harbour Heights Pkwy, Suite 400 Mukilteo, WA 98275	

Filing Number : 51955641

Filing Date : 6/24/2005

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 ST		CITY Alexandria	STATE VA	POSTAL CODE 22314
1d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION DE
				1g. ORGANIZATIONAL ID #, if any <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'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
				2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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 Dell Financial Services, L.P.				
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 12234 N. IH-35, Bldg. B		CITY Austin	STATE TX	POSTAL CODE 78753
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All computer equipment and peripherals (collectively Equipment) wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006750391-008 dated JUNE 23, 2005, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and to become due and arising from or relating to said Equipment.

5. ALTERNATIVE DESIGNATION (if applicable): <input checked="" type="checkbox"/> LESSEE/LESSOR		<input type="checkbox"/> CONSIGNEE/CONSIGNOR		<input type="checkbox"/> BAILEE/BAILOB		<input type="checkbox"/> SELLER/BUYER		<input type="checkbox"/> AG. LIEN		<input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) (optional) (ADDITIONAL FEE)		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1		<input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA [13741165]											

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/96)

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Diligenz, Inc. 6500 Harbour Heights Pkwy, Suite 400 Mukilteo, WA 98275	

Filing Number : 51955658

Filing Date : 6/24/2005

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> 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 ST		CITY Alexandria		STATE VA	POSTAL CODE 22314
1d. TAX ID #: SSN OR EIN		1e. TYPE OF ORGANIZATION Corporation		1f. JURISDICTION OF ORGANIZATION DE	
ADD'L INFO RE ORGANIZATION DEBTOR				1g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names					
2a. ORGANIZATION'S NAME					
OR					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE
					COUNTRY
2d. TAX ID #: SSN OR EIN		2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION	
ADD'L INFO RE ORGANIZATION DEBTOR				2g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only <u>one</u> secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME Dell Financial Services, L.P.					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 12234 N. IH-35, Bldg. B		CITY Austin		STATE TX	POSTAL CODE 78753
					COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All computer equipment and peripherals (collectively Equipment) wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006750391-009 dated JUNE 23, 2005, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and to become due and arising from or relating to said Equipment.

5. ALTERNATIVE DESIGNATION (if applicable):	<input checked="" type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA [13741207]						

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

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This ACKNOWLEDGEMENT reflects the information received from the Delaware Department Of State.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Diligenz, Inc. 6500 Harbour Heights Pkwy, Suite 400 Mukilteo, WA 98275	

Filing Number : 52174457

Filing Date : 7/14/2005

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> 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 ST		CITY Alexandria	STATE VA	POSTAL CODE 22314
COUNTRY USA				
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
COUNTRY				
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Dell Financial Services, L.P.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 12234 N. IH-35, Bldg. B		CITY Austin	STATE TX	POSTAL CODE 78753
COUNTRY USA				

4. This FINANCING STATEMENT covers the following collateral:

All computer equipment and peripherals (collectively Equipment) wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006750391-010 dated JULY 11, 2005, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and to become due and arising from or relating to said Equipment.

5. ALTERNATIVE DESIGNATION (if applicable):	<input checked="" type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAIOL	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Acknowledgment (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			

8. OPTIONAL FILER REFERENCE DATA

[14001587]

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

This document was auto-generated from data received from the Delaware Department of State

This ACKNOWLEDGEMENT reflects the information received from the Delaware Department Of State.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Diligenz, Inc. 6500 Harbour Heights Pkwy, Suite 400 Mukilteo, WA 98275	

Filing Number : 52578012

Filing Date : 8/18/2005

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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 ST		CITY Alexandria	STATE VA	POSTAL CODE 22314
COUNTRY USA				
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
COUNTRY				
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Dell Financial Services, L.P.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 12234 N. IH-35, Bldg. B		CITY Austin	STATE TX	POSTAL CODE 78753
COUNTRY USA				

4. This FINANCING STATEMENT covers the following collateral:

All computer equipment and peripherals (collectively Equipment) wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006750391-013 dated AUGUST 15, 2005, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and to become due and arising from or relating to said Equipment.

5. ALTERNATIVE DESIGNATION (if applicable): <input checked="" type="checkbox"/> LESSEE/LESSOR		<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors		
8. OPTIONAL FILER REFERENCE DATA [14509984]		Debtor 1		Debtor 2		

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

This document was auto-generated from data received from the Delaware Department of State

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Dani Ashford	8008585294
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
DILIGENZ, INC.	
6500 HARBOR HEIGHTS PARKWAY	
SUITE 400	
MUKILTEO WA 98275	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:15 PM 10/20/2005
INITIAL FILING NUM: 5326168 3
AMENDMENT NUMBER: 0000000
SRV: 050858552

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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		CITY	STATE	POSTAL CODE COUNTRY
832 N HENRY ST		ALEXANDRIA	VA	22314 US
1e. TYPE OF ORGANIZATION		1f. JURISDICTION OF ORGANIZATION		
CORPORATION		DE		
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION		
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME				
DELL FINANCIAL SERVICES, L.P.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
12234 N. IH-35 BLDG B		AUSTIN	TX	78753 US

5. ALTERNATIVE DESIGNATION - Lessee-Lessor				
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum <input type="checkbox"/> If applicable				
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> [ADDITIONAL FEE] <input type="checkbox"/> optional				
8. OPTIONAL FILER REFERENCE DATA				
[15578060]				

UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME		
ON-SITE SOURCING, INC.		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT covers the following collateral
All computer equipment and peripherals (collectively Equipment) wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006750391-014 dated OCTOBER 18, 2005, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions, accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and to become due and arising from or relating to said Equipment.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Diligent	8008585294
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
DILIGENT, INC.	
6500 HARBOR HEIGHTS PARKWAY	
SUITE 400	
MUKILTEO WA 98275	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:17 PM 01/10/2006
INITIAL FILING NUM: 6010061 0
AMENDMENT NUMBER: 0000000
SRV: 060026315

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> 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 ST		CITY ALEXANDRIA	STATE VA	POSTAL CODE 22314
		1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION DE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME DELL FINANCIAL SERVICES, L.P.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 12234 N. IH-35 BLDG B		CITY AUSTIN	STATE TX	POSTAL CODE 78753

5. ALTERNATIVE DESIGNATION - Lessee-Lessor				
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)				
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2				
8. OPTIONAL FILER REFERENCE DATA [16980565]				

UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
ON-SITE SOURCING, INC.		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT covers the following collateral

All computer equipment and peripherals (collectively Equipment) wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006750391-015 dated JANUARY 6, 2006, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and to become due and arising from or relating to said Equipment.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Diligenz	8008585294
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
DILIGENZ, INC.	
6500 HARBOR HEIGHTS PARKWAY	
SUITE 400	
MCKILTEO WA 98275	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:19 PM 03/23/2006
INITIAL FILING NUM: 6099053 1
AMENDMENT NUMBER: 0000000
SRV: 060280548

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		CITY	STATE	POSTAL CODE COUNTRY
832 N HENRY ST		ALEXANDRIA	VA	22314 US
1e. TYPE OF ORGANIZATION		1f. JURISDICTION OF ORGANIZATION		
CORPORATION		DE		

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				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION		

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				
DELL FINANCIAL SERVICES, I.P.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
12234 N. IH-35 BLDG B		AUSTIN	TX	78753 US

5. ALTERNATIVE DESIGNATION - Lessee-Lessor

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. 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
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8. OPTIONAL FILER REFERENCE DATA

[18399617]

UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
ON-SITE SOURCING, INC.		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT covers the following collateral

All computer equipment and peripherals (collectively Equipment) wherever located heretofore or hereafter leased to Lessee by Lessor pursuant to that certain Equipment Lease #006750391-017 dated MARCH 21, 2006, and/or any other Equipment leased pursuant to Leases that are in substantially the same form attached, including without limitation all substitutions, additions accessions and replacements thereto, and thereof, now or hereafter installed in, affixed to, or used in, conjunction with the Equipment and proceeds thereof together with all rental or installment payments, insurance proceeds, other proceeds and payments due and to become due and arising from or relating to said Equipment.

U.S. Bankruptcy Court

Eastern District of Virginia

Notice of Electronic Claims Filing

The following transaction was received from Streusand, Sabrina on 6/11/2009 at 6:14 PM EDT

Case Name: On-Site Sourcing, Inc.
Case Number: 09-10816-RGM
Dell Financial Services L.L.C.
c/o Sabrina L. Streusand, Esq.
Creditor Name: Streusand & Landon, LLP
515 Congress Avenue, Suite 2523
Austin, Texas 78701
Claim Number: 49 Claims Register
Total Amount Claimed: \$128333.85

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\DOCUME~1\BATEMAN\LOCALS~1\TEMP\WDGX\E78\OPEN\0001\DFS POC - On-Site.pdf

Electronic document Stamp:

[STAMP VAEBStamp_ID=875559604 [Date=6/11/2009] [FileNumber=13275046-0]
[019134c3183d40a6bca4338b5069249bf3e3e88ffe70899eb110136bedfc3a73aed5
57782978618be4da1cda35398de20a4e0bb83f91becc11daaa6aebb5b4c6]]

Document description:Exhibit(s) Attachments continued

Original filename:C:\DOCUME~1\BATEMAN\LOCALS~1\TEMP\WDGX\E78\OPEN\0001\DFS POC exh. cont'd..
cont'd..pdf

Electronic document Stamp:

[STAMP VAEBStamp_ID=875559604 [Date=6/11/2009] [FileNumber=13275046-1]
[40f970e72646593497dad320e311284640ae89041872253a25a1af1b0a6fcc7bf4ac
d267cdbb75fdb7e0c51c365ce65b6c92a02c0110ab27e9db15c28cc55de8]]

09-10816-RGM Notice will be electronically mailed to:

Peter Barrett on behalf of Debtor On-Site Sourcing, Inc.
peter.barrett@kutakrock.com, lynda.wood@kutakrock.com;sara.abrams@kutakrock.com;elenora.allen@kutakrock.com

Michael A. Condyles on behalf of Debtor On-Site Sourcing, Inc.
michael.condyles@kutakrock.com, lynda.wood@kutakrock.com;kimberly.pierro@kutakrock.com

Jeffrey Scott Danzig on behalf of Creditor Tricom Document Management, Inc.
jeffreydanzig@yahoo.com, jeffreydanzig@yahoo.com

Martha L. Davis on behalf of U.S. Trustee W. McDow, Jr.
martha.davis@usdoj.gov

Robert A. Dybing on behalf of Creditor General Electric Capital Corporation
rdybing@t-mlaw.com, pfemiani@t-mlaw.com

Jeremy S. Friedberg on behalf of Creditor iCONNECT DEVELOPMENT, LLC
jsf@llff.com, ecf@llff.com;gordon.young@llff.com

Arianna Sarah Gleckel on behalf of Creditor Nepasoft Solutions, LLC
agleckel@beankinney.com, jschroll@beankinney.com;jcorish@beankinney.com

Jerry Lane Hall on behalf of Unknown Integreon Discovery Solutions (DC)
jerry.hall@pillsburylaw.com, patrick.potter@pillsburylaw.com

Melissa A Haselden on behalf of Creditor McKinney Place Partners

mhaselden@wkpz.com

Michael E. Hastings on behalf of Creditor Committee Official Committee of Unsecured Creditors
michael.hastings@leclairryan.com, tonya.whitt@leclairryan.com

Lawrence S. Jacobs on behalf of Creditor Frank Parsons, Inc.
LSJ@lsjlaw.com

Peter C. Lewis on behalf of Creditor Peachtree Service Experts, LLC
plewis@adorno.com, lbaca@adorno.com

Joshua G Losardo on behalf of Creditor 443 Company
jlosardo@bbwg.com, ssmith@bbwg.com; daltman@bbwg.com; jchapman@bbwg.com

Robert M. Marino on behalf of Debtor On-Site Sourcing, Inc.
rmmarino@rpb-law.com, rmmarino1@aol.com

W. Clarkson McDow, Jr.
ustpregion04.ax.ecf@usdoj.gov

Valentina Minak on behalf of Interested Party Clearwell Systems, Inc,
minakv@gtlaw.com,
carlsonk@gtlaw.com; petermann@gtlaw.com; davisjo@gtlaw.com; brodya@gtlaw.com; weidbergj@gtlaw.com

Malcolm M. Mitchell on behalf of Creditor Dell Financial Services, LLC
mmmitchell@vorys.com, sbanerjee@vorys.com; kdlehman@vorys.com; cmbrosius@vorys.com

Stephen W. Nichols on behalf of Creditor First Crystal Park Associates, L.P.
snichols@deckelbaum.com, snichols@cootermangold.com

Loc Pfeiffer on behalf of Debtor On-Site Sourcing, Inc.
loc.pfeiffer@kutakrock.com, lynda.wood@kutakrock.com; sheree.edington@kutakrock.com; kimberly.pierro@kutakrock.com

Kimberly A. Pierro on behalf of Debtor On-Site Sourcing, Inc.
kimberly.pierro@kutakrock.com,
sheree.edington@kutakrock.com; sara.abrams@kutakrock.com; lynda.wood@kutakrock.com; michael.condyles@kutakrock.com

James R. Schroll on behalf of Creditor Nepasoft Solutions, LLC
jschroll@beankinney.com, ncoton@beankinney.com

Adam M. Spence on behalf of Creditor 22 Light Street, LLC
adam@spencebucklerlaw.com

William Woodul Tunner on behalf of Creditor General Electric Capital Corporation
wtunner@t-mlaw.com, kjohnson@t-mlaw.com

Jeremy S. Williams on behalf of Debtor On-Site Sourcing, Inc.
jeremy.williams@kutakrock.com

Craig Benson Young on behalf of Creditor Committee Official Committee of Unsecured Creditors
craig.young@leclairryan.com, sarahleitner.kelly@leclairryan.com; deborah.sharpe@leclairryan.com

09-10816-RGM Notice will not be electronically mailed to:

Robert Ballou
DocuForce Financial Corp.
c/o Michael A. Condyles, Esquire
1111 East Main Street, Suite 800
Richmond, VA 23219-3500

Content Alalyst LLC

Gulf Atlantic Capital Corporation
c/o Michael A. Condyles, Esquire
Kutak Rock LLP
1111 East Main Street, Suite 800
Richmond, VA 23219-3500

Kutak Rock LLP
1111 East Main Street, Suite 800
Richmond, VA 23219

[File another claim](#)