COPY

B10 (Officint Form 10) (12/07)		
UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA		PROOF OF CLAIM
Nume of Debtor: ON-SITE SOURCING, INC.	Caso Numbe 09-1081	6
NOTE: This form should not be used to make a claim for an administrative expanse arising after the commencement of administrative expense may be filed pursuant to 11 U.S.C. § 503.	the case. A re	equest for payment of an
Name of Creditor (the person or other entity to whom the debtor owes money or property): DELL FINANCIAL SERVICES L.L.C. Name and address where notices should be sent. c/o Sabrina L. Streuand, Esq.; Stresuand & Landon, LLP	chân ann chân	s box to indicate that this ands a previously filed
515 Congress Avenue, Suite 2623 Auslin, Texas 78701 Telephone number: (512) 236-9900	([f known]	a Number!
Name and address where payment should be sent (if different from above):	anyone e relating t	is box if you are aware that lee has filed a proof of claim a your claim. Attach copy of t giving particulars.
Telephone number,		is box if you are the dubter in this case.
1. Amount of Claim as of Date Case Wied: \$ 128,333.85	5. Amount	of Claim Entitled to
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.	any por one of t chock th	nador 11 U.S.C. §507(n). If tion of your claim fulls in he following categories, he box and state the
If all or part of your claim is entitled to priority, complete item 5.	amount.	,
F: 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.	Specify the priority of the claim. Domestic support obligations under 1 U.S.C. \$507(n)(1)(A) or (n)(1)(B).	
2. Basis for Chilm: Rejection of Execulory Contract (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies dubtor: 0391	Wages, to \$10,9	salaries, or connuissions (up 250*) surned within 180 days
3n. Dubtor may have scheduled account as:	before filing of the bankruptcy petition or cessation of the dobtor's business, whichever is cartier - 11	
<ol> <li>Secured Claim (See instruction #4 on reverse side.)</li> <li>Check the appropriate box if your claim is secured by a less on property or a right of setaff and provide the requested information.</li> </ol>	U.S.C.	§507 (n)(4).
Nature of property or right of setoff: i=Real Estate :- Mater Vehicle -: Other Describer	pinn ~ 1	utions to an employee benefit 1 U.S.C. §507 (a)(5).
Yalue of Property:\$ Autual Interest Rate%	LI Up to \$2,425* of deposits invard purphase, lease, or rontal of property or services for personal, family, or household use - 11 U.S.C. \$507 (a)(7).	
Amount of arrourage and other charges as of time exas (Horl included in secured claim,		
If any: S Basis for perfection: Amount of Secured Claim: S Amount Unsecured: S		r penalties owed to nental units - 1 ) U.S.C. §507
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	- 11 Other -	Specify applicable paragraph
7. Documents: Attach reducted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, morgages, and security agreements. You may also attach a summary. Attach reducted copies of documents providing avidence of perfection of a security interest. You may also attach as internative, figure definition of "reducted" on reverse side.)	of 11 U.S.C. §507 (n)(). Amount entitled to priority:	
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER	*Amounts	saro subject to adjustment on
SCANNING. If the documents are not available, please explain:	4/1/10 and respect to	d every 3 years thereafter with cases commenced on or after f adjustment.
		FOR COURT USE ONLY
Date: <u><u><u></u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u></u>		
- Charles Simpson Bankruptcy Manager		

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

FILED

JUN 15 2009

**BMC GROUP** 

On-Site Sourcing, Inc.

### 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:

Schedule	<b>Total Monthly Rent</b>
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 14th day of June, 2009 on the following:

Attorneys for Debtors

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

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

Sabrin h. Strasend Sabrina L. Streusand

04/29/05 10:14 FAX 703 083 0240

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ONSITE

0002

# LEASE NO: 001 - 006750391 - 002 Assigned to Dell Equipmont Funding L.P.

Financial Services

Your Dell Customer Number is: 7136695

COMPANY NO: 05 THIS LEASE AGREEMENT ("LEASE") BETS 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 BLECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY, BAVE 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 lesses Indicated below. When we use we, us and our we mean the lessor, dell financial services LP.

ON-SITE SOURCING INC		LEASE TERM (MONTHS) 24	MONTHLY RENT PAYMENT <sup>A</sup> \$1,248.01 'Subject is Applicable Tex	MON HILY PERSONAL PROPERTY MGMT FEE^ \$82.63 *Sribles to Applicable Tay	DATE
OBA NAME (IFANY) BILLING ADDREGS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314	TYPE OF BUSINESS Corporation	Shipping Ch (MONTHLY "A Transact shown abov	i = 529,670 Processing Fee* =5 erges** = \$210 RENT PAYMENTS / ion Processing Fee I e,	75,00 ).00	• •
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GUARANTOR (IP ANY)	SOCIAL SECURITY NUMBER	END OF LEA	SE PURCHASE OPTIC	FMV	

#### TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-18", YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WII 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 HERREY 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 BUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

<u>ACCEPTANCE ENTIRE AGREEMENT: DELIVERY: ELECTRONIC BIGNATURES AND RECORDS</u>; BY BIGNING 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, SETORF OR REDUCE BUCH 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; (4) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINGIS, 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; (1) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS BET 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 IN COURT, INCLUDING THE RUGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IN 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 MISREPREBENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. IF THIS LEASE HAS BEEN FROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL MORT WISH TO ENTER INTO THIS LEASE E ECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC SIGNATURE SIGNING II. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALUNG 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 MUGT 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 DD NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREED THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE, YOU AGREED BATTABASE WHICH CONFORMS TO THE VERSION AT THE FORMATION FOR THE REPORT OF TH 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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### LEASE NO: 001 - 006750391 - 002

LEASE NO? UUT - UU07-UU07-UU2 THIS BIGNED LEASE TO US BY E-MAIL, FACSIMILE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAY THIS LEARE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHISTANDING 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 DEBIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR DUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY MAY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ACHIVE 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 HE DEGIGNATED OR MARKED AN THE AUTHORITATIVE GOPY OF THE LEASE.

YOU/LESSEE:	US/LESBOR: (Er DFB use only)
ON-SITE SOURCING INC	Dell Financial Services L.P. Phono (800) 953-3355 99385 Collegillons Center Drive Fax (800) 934-4207 or
	Chicago, IL 60693
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PERSONAL AND CONTINUING BUARA	NTY OF LEASE NO. 001 - 006750391-002
indicated below. When we use the words we, us and our in the Guaranty vie mea	When we use the words you and your in this Guaranty we mean the personal guaranteers a the Lessor indicated in the Lasso. In consideration of our origining into the Lessor payment and performance of all calingtions of Lesson under the Lessor organizes, you if payment and performance of all calingtions of Lesson under the Lessor organizes, and advances of all calingtions of Lesson under the Lessor organizes of acceptance advances of an andress, instanting directly, provide the advance of acceptance at most of unders, instanting directly, provide the and with bird your hearses including inty their will not be discussed or interfect and your doubt and with the intersteriors so or relass only rights against Lesson or the Produms or you. You uncore in the intersteriors is or relass only rights against Lesson or the Produms or you. You uncore in the interster, as d this Guaranty of our alliabas to obtain the their the source of the interster d under the order of our alliabas to obtain the their the doubt of the interster, and the Surgert is of any of our alliabas to obtain the theore the theore and the relating your periods HAAL BE GUARNO BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS TRONC SIGNATURES IN GLOOD CARANTEES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPREssly
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AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 18.	HONC BIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY
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## LEASE NO: 001 - 006750391 - 002

3. Lease: Acceptance and Communicement: Term; Rent; We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Atlachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only Annance one-line charges for services rendered in connection with the Producis. Services may include delivery and installation test, or similar services Inance ona-time charges for services rendered in connection with the Products. Services may include delivery and installation leas, or similar services ("Services"). The Products will be deemed trevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Acceptance Date"). The 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 to clokest 1<sup>9</sup>, 5<sup>9</sup>, 9<sup>1</sup>, 17<sup>4</sup> or 21<sup>9</sup> of the month following the Acceptance Date (the "Commencement Date as to clokest 1<sup>9</sup>, 5<sup>9</sup>, 9<sup>1</sup>, 17<sup>4</sup> or 21<sup>9</sup> of the month following the Acceptance Date (the "Commencement Date as to clokest 1<sup>9</sup>, 5<sup>9</sup>, 9<sup>1</sup>, 17<sup>4</sup> or 21<sup>9</sup> of the month following the Acceptance Date (the "Commencement Date as to clokest 1<sup>9</sup>, 5<sup>9</sup>, 9<sup>1</sup>, 17<sup>4</sup> or 21<sup>9</sup> of 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 Folloy", which Policy is Lease obligations ascepted for return by Dell computer Shipment from Dell and in the condition and manner required by Dell under the Policy. In Lease obligations especiated with those respective Products will terminate. You are responsible for treight charges to deliver and return the Products under the Policy. Contact Dell for complete dotails regarding the Policy. If payments are due in errears, the first Rant payment of the the data the data the advance, the first payment Date. Added to the first payment of Acceptance Date to the Acceptance Date to the data accepting the Policy and the solution of Retit calculated based on a 3d-day month or 50-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 Commencement Date. Subsequent payments or remains due on the bane day of each subsequent month, or the knowing cay of the subsequent month of the test subsequent month of the knowing cay of the subsequent month of the test subsequent month of the knowing cay of the subsequent month of the test subsequent month of the knowing cay of the subsequent month of the test subsequent month of the knowing cay of the subsequent month of the test subsequent month of the test subsequent month of the test subsequent test. You will make all payments required under this Lease test subsequent test and the address we specify in writing. You authorize us to adjust the Rent amount (Increase or decrease) listed above based on the charges in the actual Product Cost (which is all emounts 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 amount above if the actual Product Cost varies from the Product cost shown above. If any payment listed above, You agree to allow the test and will have refer to the due will aver use the charge actual to be cost or of the subset of the actual product Cost varies from the Product cost shown above. If any

payment of Rent or other amount payable to 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 data, you will pay us a late charge equal to the greater of (1) 0.00% of the late payment amount or (ii) \$20.00 (or each tate payment (or it 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 Lesse. 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 Lesse) effective prior to the passage of title by the Supplier to you. 5. Location: ("Lass Alterations: Inspection;" You will use the Products evicity at the location specified in the Lesse, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you way not move the Products without our prior written consent, which shall not be unreasonably withhetd. At your own expense, you will maintain the Products in good repeir, 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 interest license agreement ("Lecense"). You may make additions or improvements to the Products under of the Lesse of fractuats are defined or interesting of the termoval does not violate any Lecense or renducts in good repeir on your any damage to repersonal complication or improvements to the Products under other exceeding or the second fractuation erritory and the reducts or rendowally wear and tear) and times agreement ("Lecense"). You may make additions or improvements to the Products under other exceeding or the second fract wear and tear) and teres and teary and teary and teres and teary and teres and teary and teres and tea

6. Title: Quiet Encommon: 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 callings. Bo 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 Terrn or any reviewed 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 tease intended for security under UCC Article 9, you grant us a purchase monay security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this

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-lime 'transaction Processing Fee to cover our costs for such filing and other documentation costs. <u>7. Lose or Damisnes</u>: From the lime the Products are delivered to a carrier for shipmant 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 liners is a Loss. You must hotify us immadiately 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 sallsfaction; or (b) replace the Products with like products in good condition and repair the and of the same manufacture and equal or preter capacity and capability. With clear tills thereto in us; or (o) 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 Inereon) or currently owed to us under the Lease , including unpaid taxes; (ii) all future Rent payments that would accreate over the remaining Lease Term plus our estimated value of our statest border of the Lease Term such such to be descent value at a dial of the France.

Including unpaid taxes; (ii) all future Rent payments that would accrve over the remaining Lesse Term plus our estimated value of our rasidual interest of all of the Products at the and of the Lasse Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Obscount Rate in affect at the Commencement Date of the Lesse ("Discount Rate") and (til) any costs and expenses incurred as a result of this event, Whan you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "A3-i6-WHERE-I8", without any warranty, express or implied, including warranty of nr urchantability or fibress for any particular purpose. <u>B. Insurgance:</u> For the Lesse form set forth above, you will provide and maintain, at your expense, (a) property insurance against the toss or their for or damage to the Products, for this full replacement value naming us as loss payse and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and emount 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 avidence of insurance acceptable to us we have the right, but not the obtain such insurance covering nour interest in the Products for the Lesse Term. The cest for such insurance will be an additional amount due from you under the Lesse. nur interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

D. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), finas or penalties which may now or hereafter be Imposed or levial upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or panelities. We may, at our uption, charge you a liquidated monthly personal property management fee, to be added to Rent payments owed under this Leago, 10. Roturn: Unless the Lease to 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 repuir, oporable condition and able to qualify for the manufacturier's warranty service (ordinary wear and tear excepted) to any place in the continential United States that we direct. Upon your roturn 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 moustals, printed material, certificates of authenticity and madia (the "Operating System Software Kit") or (ii) desiroy all copies of the Operating System Software Kit") or (ii) desiroy all copies of the Operating System Software Kit") or (ii) desiroy all copies of the Operating System Software Kit. Isoving 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 at (but not less than all) of the Products for the emount of the Purchase Option price shown above which, if it is the them 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 (80) 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 it is last day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day term and thereafter on a **BSD** 

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LEASE NO: 001 - 006750391 - 002

consouing month to month basis until you give us thirty (30) days notice and deliver the Products to us. During auch renewal terms, the Rant 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-16-WHERE-13", without any warranty whatacever, and the Lease will terminate.

Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, the manufacture of the second you may have against us.

13. Default: Each of the following is a default ("Dofault") 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 agreemant 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 ordelt or entering into this Lease; or (o) 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 overtis listed in clause (c).

of the avents its drin 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 info with you or withdraw any offer or credit; (b) we may require you to pay us, as comparisation for loss of our bargain and not as a penalty, a sum aquat to (1) the Stipulated Loss Value celculated under Section 7 plus (ii) any costs and expanses (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 reposess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (a) 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 altorney's fees. If we take possession of the Products we may exercise of pay all of our costs of enforcing our rights against you, including reasonable altorney's fees. Productive 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 sgree that if notice of a sale is required by law to be given, to days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds. 15. Indemnify: You are responsible for losses, demaged, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collactively "Claims") whether based on a theory of stict 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. <u>Arbitration:</u> Either party to this Lease may choose to have any dispute, claim, or controversy articles from or relating to this Lease, any prior agreement or lease between the perfess, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resourced by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this egreenient or lease between the perfes, any application or advertisement related to this Lesse or the validity of this arbitration cleves or the entire Lease, reactived by binding arbitration pursuant to the Commarcial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the torms of bils arbitration agreement is made pursuant to a transaction involving interable commarce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et seq, Judgmant upon the award rendered may be entered in any court having jurtsdiction. Any erbitration avard in excess of \$100,000 made pursuant to this erbitration agreement is made sequence of the appealed by the perfect agreement is made. Such appeal will be a de nove arbitration activation to a deviate array be appealed by the perfect agreement is made. Such appeal will be a de nove arbitration appresent to this erbitration agreement. For made agree and understand that they may choose arbitration instead of (tigation to readve disputes). The parties agrees and understand that at disputes in court, but may elect to resolve bird disputes bir orugh arbitration as provided herein. The parties agrees and understand that at disputes in court, but may elect to resolve bird disputes bir orugh arbitration agreement. You agree that you shall not are fight to participate in a birtration or request for relief may be brought under this arbitration agreement. You agree that you shall not are fight to participate in a birtration or in court proceedings as a representative or a member of any class of dipmants performed by the lease, except for pervert line forducts or to enforce our security intervant the Products or to enforce our security intervant in the representative or any action for judicial relief in a court to foraclose the performant and all the arbitration and antenense of any action for budget in a court to foraclose upon any Products, to obtain a mometary line parties, and all ontore the L

OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE. <u>48. Misoptianeous</u>; 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 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 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 this Lease make up in 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 witing and tighed by us. You agree, however, that we are authorized, wilhout natice to you, to supply inising information or correct obvious errors in this Lease. All of our rights and remediee will survive lamination of this Lease. All notices under this Lease will be given in willing and will be considered given when deposited in the U.S. mail, postage propald, facsimile or electronically transmitted, addressed to the respective oddress given above or to a substitute address specified in willing by one of us to the other. Any failure of ours to roquite 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 differantial, or interest as applicable permitted to be charged, or callected under applycable law end any stoch excees poyment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be rofunded to you. remaining payments will be refunded to you,

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## LEASE NO: 001 - 006750391-002



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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

	Ornary Dradies Bergerichten Bridella-Mingueller		
Product Location	General Product Description/Supplier/Quantity Dell Order #369096989		
832 NORTH HENRY ST		Quanti	h.z
ALEXANDRIA	Description	1	\$3,819,90
VA	PowerEdge 6650 2.2GHz /2MB Cache Xeon, Redundant	•	22'019'00
22314	Power Ound Brucenseyn 2.2011/2018 Ceebo Intel Vices BowerEdan	1	R4 010 00
·	Quad Processors 2.2GHz/2MB Cache, Intel Xeon PowerEdge	I	\$4,213.09
			<b>04 400 67</b>
	4GB DDR SDRAM (18X256MB)	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, 126MB, 2 Internal & 0 External Channels, With	1	\$783,05
	Documentation		<b>*</b> **
	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	\$O,QQ
	No Hard Copy Documentation	1	\$0.00
	73GB 10K RPM Ultra 320 SCSI Hard Drive	1	\$293.05
	AR1R5 Add-In RAID 1/RAID 5	1	\$0.00
	Rack Chassis w/Versarall RoundHole-Universal for 3rd-	1	\$342.04
	party recks, PE6850		• • • • •
	146GB 10K RPM Ultre 320 SCS1 Hard Drive	1	\$489,05
	146GB 10K RPM Ulira 320 SCSI Hard Drive	1	\$489,05
	148GB 10K RPM Ultra 320 SCST 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	1.	\$848,00
	Response, Inilial Year	•	+=
	Type 2 Contract Same Day 4 HR Parts and Labor On-Sile	1	\$434.00
	Response, Two Years	•	• • • • • • • • •
1	Premier Enterprise Silver Spt.Level Two Technician Server 1-	1	\$199.00
: '	866-410-3355 Three Years		¢100.00
	On-Site Installation Declined	1	\$0.00
832 NORTH HENRY ST	Dell Order #367520438	,	ψφ.656
ALEXANDRIA	Description	Quant	ltv.
VA	PowerEdge 6650 2.7GHz/2MB Cache Xeon, Redundant	1	\$4,317.38
22314	Power	1	φ4,017.00
	Quad Processors 2.7GHz/2MB Cache, Intel Xeon PowerEdge	1	\$4,416.95
	66XX		
	AGB DDR SDRAM (8X512MB)	1	\$1,539.60
	No Keyhoard 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	1	\$784.62
	Documentation 1.44MP 2 Fig. Clausty Dates for Dalt Develoption Consume		<b>10</b> es
	1.44MB,3.5in,Floppy Drive, for Dell PowerEdge Servers	1	\$0,QD

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## LEASE NO: 001 - 006750391 - 002

No Operating System, For Dell PowerEdge Servers, No Windows 2000	1	\$0.00
Dall OpenManage Kit,32-Bit	1	\$0.00
Mouse Option None	1	\$0.00
24X IDE Internal CD-ROM,Black,for Deil PowerEdge	1	\$0.00
No Hard Copy Documentation	1	\$0,00
73GB 10K RPM Ultra 320 SC5/ Hard Drive	1	\$203,55
AR1R6 Add-In RAID 1/RAID 5	1	\$0.00
Rack Chassis w/Versarall RoundHole-Universal for 3rd- party racks, PE6650	1	\$342.85
146GB 10K RPM Ultra 320 SCSI Hard Drive	4	\$489.90
	4	\$489.90
146GB 10K RPM Ultra 320 SCSI Hard Drive	4	
146GB 10K RPM Ultre 320 SCSI Hard Drive	1	\$489,90
Premier Enterprise Support - Advanced Software Support Quantity 3 Resolutions	1	\$300.00
Premier Enterprise Silver Spt.Level Two Technician Server 1- 1368-410-3355 Three Years	1	\$199.00
Type 2 Contract Some Day 4 HR Parts and Labor On-Site Response, One Year	1	\$848.00
Type 2 Contract Same Day 4 KR Parts and Labor On-Site Response . Two Years	1	\$434.00
On-Site Installation Decilined	1	\$0.00
Standalone Server (Not used InCluster) Information SKU		\$0.00
Yes	-	\$0.00
•	1	
Dell Promotion (match)	1	\$0.00

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### All other turns and conditions of the Lease shall remain unchanged.

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Page 1 of 2

		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
<b>Business Unit:</b>	None		

## Notes for Lease Quote # 8487255

Creation Date: 29-APR-2005 Expiry Date: 28-JUN-2005 Start Date : Payment Date : Lease Status : RL

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Status Date : 29-APR-2005

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Enter in your Note

You can only enter in 80 charaters per note.

Save Reset

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# 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'ovd
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-

http://lmsias:7000/pls/lms/lease.Dol.easeNotes

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Page 2 of 2

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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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4/29/2005

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

Recalc		
Lease Type Fair Market Value	Order Total	\$29,670.0
Term 24 months	Amount	
Current Rate for	Financed Sales Tax	\$.0
this Order Size 19.87%	[기	1
(C)	Shipping Cost 🖓	\$210.0
Prior Rates for	<b>Documentation Fee</b>	\$75.0
this Order Size		
0	Waive	\$.0
Payment Cycle & Monthly	Documentation Fee	
C Quarterly		
Advance/Arrears Arroars	Down Payment	\$.0
	Total Financed	\$29,955.0
Advance 0	Annual Property	\$991.
	Management Fee 🕅	
Remaining 24 Payments	Monthly Payment	\$1,291.3
Down Payment 0	Monthly Sales Tax	\$68.6
Shipping Cost 210	Monthly Property	\$82.6
Order # Sales Tax Code	Management	<b>()</b>
367520436 100 VA - State Tax	Total Monthly	\$1,442.6
369096989 100 VA - State Tax	Payment	
	Advance Payment	\$.
	Total Rent Payment	\$30,992.
	Cost of Financing	\$1,037.
	Residual	FN
:	<b>Residual Insurance</b>	\$3,782
	Commencement	01
	Date	<b>4</b> .
	Calculate Interim Rent 🕅	
	Is MLA? 🗔	

http://lmsias:7000/pls/lms/new\_lease.Quote\_calc\_form?iStateID=12330515

4/29/2005

Page 1 of 2

# Snap Lease Checklist

Lessor DOI Customer Number 00675039 Schedule Number 002 Customer Name: \_\_\_\_ On Site Sourcing Inc SMB Coordinator \_\_\_\_ Lor, Aguirre Date: 4/29/05 Type of Lease: I Tax Exempt **Special Pricing** C Structured **Include following information:** X LRF 4. 16/028 \$ APR 17,44% a DLRS\_\_\_\_\_ Monthly Payment (Special Pricing) \$1 248.0 G (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

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ONSITE

### LEASE NO: 001 - 006750391 - 003



Assigned to CIT Financial USA Inc.

Your Dell Customer Number 1s: 7136695

Financial Services

Company No: 05

CONTIGENTY NO. 00 THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTA, IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR BIGNATURE ON THE ACCOMPANYING "ELECTRONIC BIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR FRINT 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 ANTI OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

FULL LEGAL NAME OF LEGSEE ON-SITE SOURCING INC		L¢ASE TERM (MONTHS) 24	MONTHLY REN' PAYMENTA \$3,156.83 ^Subject to Applicable Yax	MONTHLY PERGONAL PROPERTY MGMT FEEA \$208,13 *Subject to Application Tex	COMMENCEMENT DATE
DBA NAME (IF ANY) DILLING ADDRESS: BTREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314	TYPE OF BUSINESS Carporation	Shipping Ch (MONTHLY "A Transacti shown abov	it = \$74.738 Processing Fee* =\$ arges** = \$380 RENT PAYMENT8 / ton Processing Fee f	78.00 0.00 ARE DUE AND PAYA S included in the Mo	•
		1		TTACHMENT A	
GUARANTOR (IF ANY)	SOCIAL SECURITY NUMBER	END OF LEA	SE PURCHASE OPTIC	FMIγ	

### TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE FRODUCTS 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 HASED 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 ASBIGN 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 NUMBERED 1-18, PAGES 1-4) AND ATTACHMENT A OF THIS LEAGE; (b) YOU AGREE THAT THIS LEAGE IS A NET LEAGE 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 JURY (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS GET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT THIS PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUNT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (e) 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 THE LEASE. YOU ADRESTAND THAT ANY AMARD IN ANY COURT ARE STRICTLY LIMITED; AND (e) 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 WORE THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY ADDING WITH AN ACCOMPANTING ELECTRONIC DIGNATIONE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURG 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 E-MAIL AND THIS LEASE AND RETURN IT TO US EITHER BY FACINIC THE DAMINISSION OR COMPLETING THE SIGNATURE EDITION OF THE LEASE AND RETURN IT TO US EITHER BY FACINIC THE DAMINISSION 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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LEASE THIS SIGNED LEASE TO US BY E-MAIL, FACSIMIL YOUR REPRESENTATION THAT THIS LEASE HAS EVIDENCE TO THE CONTRARY, IN ANY HEARING, T A TANGIBLE COPY OF THE LEASE TRANSMIT PROCEDURE AND SUCH SIGNED COPY BHALL BH LEASE CONSTITUTES CHATTEL PAPER UNDER TH THE COPY DESIGNATED BY US OR OUR ASSIGNE AND US OR OUR ASSIGNEE. ALL OTHER COPIES INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY SHALL BECOME THE AUTHORITATIVE COPY AT SUCH TIME, BUCH PAPER GOPY WILL BE DESIGN	E TRANSMISSION NOT BEEN ALTER RIAL OR PROCEED ED BY YOU TO L E DEEMED TO BE E DEEMED TO BE IE UNIFORM COMM EE, FROM TIME TO ARE DEEMED IDEN TIME COPY, OR CO IE COPY MAY BE F AT OUR OPTION.	DING OF ANY KIND WITH RE JOING OF ANY KIND WITH RE JS BY FACSIMILE OR E-M THE ORIGINAL OF THIS LE IERCIAL CODE, THE AUTHO TIME, AS THE COPY AVAIL TIME, AS THE COPY AVAIL VITHED AS COPIES OF THE DRRUPTION OF THE AUTHO RESTORED FROM A BACKLI THIS ELECTRONIC RECOR	KNOWLEDGE THAT WE ARE RELVING ON THAT, NOTWITHSTANDING ANY RULE OF SPECT TO THIS LEASE, WE MAY PRODUCE IAIL WITH THE ELECTRONIC SIGNATURE ASE. TO THE EXTENT (IF ANY) THAT THIS ORITATIVE COPY OF THE LEASE SHALL BE LABLE FOR ACCESS AND REVIEW BY YOU AUTHORITATIVE COPY, IN THE EVENT OF DRITATIVE COPY FOR ANY REASON OR AS JP OR ACHIVE COPY, AND THE RESTORED D MAY BE CONVERTED INTO PAPER FORM.
VOUILESSEE: ON-SITE SOURCING INC		US/LESSOR: Dell Financial Services L.P. 99365 Collections Center Drive Chicego, H. 80803	(Br DF6 use only) Phone (800) 855-3355 Fax (600) 934-4207 or Fax (512) 246-2028
AUTHORIZED SUSTATORE		AUTHORIZED SIGNATURE	(For DFS use only)
PRINT NAME AND TITLE	5/3/05	PRINT NAME AND TITLE	For of a use only
- Step D. Please sign and date the YOULESSE	UALE /	whether and Title	DATE
PERSONAL AND CC This personal and continuing guarady "Gustanty") creater ap indicated holow. When we use the wards we, its and our in uncontilionally and interocoby guarantee to us, our successor clocuratence which night oftenvises be a decisere not late to decony spains; you without first proceeding against lesses or bot a dreony spains; you without first proceeding against lesses or bot a dreony spains; you without first proceeding against lesses or bot a dreony spains; you without first proceeding against lesses or bot and personal representatives. We may, without affeoling you liable or any other disposition of the Products and the lease. If marc the enforced by any restigned or successor of ours to the upme existin credit and rows other credit inguinds that we define it are notees CONFLICTS OP LAWS PRINCIPLES AND TO THE (IXTENT AP AGREE TO ARBITRATION AS PROVIDED IN PARACIRAPH 18.	discituige of, Leases of y roducts, You woive all of new, extand or atherwise This le o continuing guara this fe o continuing guara in ano serson has signas us we may antorco il. Y ary, THIS GUARANTY S PLICABLE, THE GLECT	(d). You agree that Mis is a guaranty elonnes and paties, including those a machy like teams of the Losse with thy that will not be discharged up pill as treteste any harts agalout Less J his Guarany, each of you appear (ou subinitize us or any of our affilia) MALL BE GOVERNED BY THE INT RONIC SIGNATURES IN GLOBAL	• of paymont and not of collection, and theil we can proceed of prucket, prosontment and demand, nodes of occeptance out relating you. You will pay us our expresses including sated by your depth and will bind your testes, administer, some of the Products or your. You consent to the intension, some that its liability is joint and several. This Gueranity may be use to obtain create burden reports regarding your personal ZRNAL LAWS OF ILLINOIS, with YOUR REGARCH TO THE AND NATIONAL COMMERCE ACT. YOU EXPRESSLY
Dute: [Date Signed]		GUARANTOR SOCIAL BECUR	S (STREET, CITY, STATE AND ZIP CODE)
and the second sec	Ir name is pre-pr	inted, please <u>SIGN</u> and	date the Personal Guaranty section and
FEDERAL EMPLOYER IDENTIFICATION Step ③. If your FEI number is not pre-printed	# for succeal becore , you MUST provid	iy numbir a sola paurriata: do il in tho dox adove.	\$}
Please		y of a VOIDED CHE	іск — — — — — — — — — — — — — — — — — — —
IF WE SEND THIS LEASE TO YOU BY AN E-MAIL AN THE E-MAIL, PLEASE DONOT COMPLETE STEPS	<u>PRE-PRINTED</u> Vo	oldad Chock.	ACCEPTANCE PROCEDURE OUTLINED IN

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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 Atlachmant A to bils Lease on the terms and conditions shawn in this Lease. With respect to services, we will only software (the "Products") described in Attachmont A to bits Lease on the terms and conditions shown in this Lease. With respect to services, we will only linance 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 travocably accepted for purposes of this Lease five (6) days after shipment from the Supplier (the "Acceptance Date"). This Lease vitil begin on the Commencement Date specified you give us the right to insert the Commencement Date specified you give us the right to faser the Commencement Date specified you give us the right to faser the Commencement of a set the dosest 1", 5", 9", 13", 17" or 21" of the month following the Acceptance Date (the "Commencement Date as the dosest 1", 5", 9", 13", 17" or 21" of the month following the Acceptance Date (the "Commencement Date") 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 a 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 Policy will the Policy. If payments are due in arroars, the first Rent payment is due thirty (30) days after the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arreats, 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 protated 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 shall be a prorated portion of Rent catculated based on a 30-day monitor 90-day quarter (as appropriate) for the period from the Acceptance Date in the Commencement Date. Subsequent paymants 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 nionthe of the Lease Term stated above. You will make all payments required under this Lease to us at the ad-frees 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 provints we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and havour immounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent amount 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 (1) 5.00% of the late payment amount or (it) \$29,100 for each late payment (or the say, the highest encort permitted by applicable taw).

5.00% of the late payment amount or (ii) \$29.10 for each late payment (or if less, the highest emount permitted by applicable law).
4. Selection and Ordering of Products: You select the type and duality of the Products subject to this Lesse. If you have entered into a purchase or supply contract ("Supply Contract,") with any Suppler, you easign your data but not your obligations (other than the obligation to pay for the Products if accepted by you under that Lesse) effective prior to the passage of life by the Suppler to the Lesse, or if none is specified, at your billing address. Except for temporary relucation of leptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheid. At your away and explanate, you way not move the Products without our prior written consent, which shall not be unreasonably withheid. At your away away, you will maintain the Products in good repair, condition and functional order (accept for refinery waar and tear) and will use them in compliance with all applicable laws. You will use all software license agreement ("License"). You may make additions or Improvements to the Products to the Products or Improvement at the and of the Lesse if (i) you rapair any damage to Products resulting from the removal; (ii) you restore the Products to fue or upents, and, (ii) the removal does not violate on y license or render the Products in agents, may have and functional and functional condition (excluding ordinary waar and tear) and (iii) the removal does not violate on y license or render the Products in products the Products are improvement at the and of the Lesse if (i) you rapair any damage to Products resulting from the removal; (ii) you restore the Products to agents, may have additions or improvement is or removed will be ordinary at the agent of the lesse or render the Products in the Products in the Products at the gravity or difference or products oresultion or improvement would will also oreport at no cost t 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: Guilat Enloyment: Personal Pronurty: Filing; We are the owner of and will hold title to the Products, You will keep the Products free from any and all lens, anombrances and rialms. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Producte during the Lease Term or any renewal term. Unloss the Purchase Option is \$1, you egree that the 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 UCO Article 9, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attechments and proceeds). You authorize up to file a copy of this

security interest in the Products (including any replacements, substitutions, additions, attechments and proceeds). You authorize up to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hareby appoint up or our designed as your atterney. 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 casts for such filing and other documentation casts. <u>Loss or Demage</u>: Front 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 destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are responsible for any loss, all payments under the Lease oven 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 satisfection; or (b) replace the Products with like products in good condition and working order to our satisfection; or (b) replace the low on the life to the USE threads to end on a payment repair the products so they are in good condition and working order to our satisfection; or (b) replace the Products with like products (to Biblion and the repair the products are the same down to constitue the payment repair. Products so they are in good condition and working order to dur selection; or (b) replace the Products with hise produces in good condition and repair and of his same manufacture and equal or (treater capacity and capability, with clear title herelo in us; or (o) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts peet due (plus interest thereon) or currently owed to us under the Lease, including unpake laxer; (ii) all future Rent paymonts that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the ond of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank When you pay the amount of ic) 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 (or any particular purpose.

An individual and the lease form set form as form and particular porticity of any particular porticity of any particular and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full represent value naming us as an additional insurance. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be and the satisfactory to us and will provide that we will be and any set. given linky (30) days written holice 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. Texes: You will pay when due, either directly or to us on demand, all taxes (local, state and federel), fines or penalties which may now or hereafter be

<u>by Lizzes</u>: You will pay whan bue, either directly or to us on demand, all taxes (local, state and foderal), tines or penalities which may now or hereatter be imposed or taviad upon the Lease and the Products, excluding taxes (nocal, states (nocal))), the states (nocal or penalities which may now or hereatter be may, at our option, charge you all liquidated monthly parsonal property management tee, to be added to Ront paymants owed under this Lease, (<u>10, Roturn</u>). Unless 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 warrantly service (ordinary wear and text excepted) to any place in the continental United States that we direct. Upon your return of the Producta, you agree that your license with respect to Microaoft operating system software terminales and you certify that you will either (1) roturn all copies or time manufacturer. material, certificates of authenlicity and media (the "Operating System Software Kit") or (ii) deatroy 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 demand of Products.

11. Purchase Option: Automatic Reneval: If no Default exists under the Losse, you will have the option at the end of the Lesse Term to purchase all The products of the Products for the uncontrol of the Products on the value of the value of the Products, will be as determined by us, plus any applicable taxes. Unless the Products of the Products, will be and elemined by us, plus any applicable taxes. Unless the Products of plus rate of the Products of the Products of the Products of the Products of the Products. Will be and elemined by us, plus any applicable taxes. Unless the Products of plus rate of the Products to us united by us, plus any applicable taxes. Unless the Products of the Products to us united to the Products of the BSD

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continuing month to month basis unit you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will continuing month to month basis uniti you give us thirty (30) days notice and deriver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Velue 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-FP", without any variantly whatspeever, and the Lease will terminate. <u>12. Assignment:</u> YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without hotifying 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.

you may have against us.

you may have against us. <u>13. Default:</u> 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 data; (b) you do not perform any of your obligations under the Lease; (a) you fail to pay any Rent or any other payment within 10 days of its due continues for 10 days after we have notified you of it; (d) you become insolvent, you dissolve or are dissolved, your assign you assign you assign your assign your assign you assign you assign your assign you assign your assign your assign your assign your assign you assign you assign your assign your assign you assign you

14. Remediue: If a Default occure, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have 14. <u>Remeging</u>: It a batault occurs, we may so one or more of the following: (a) we may calcul of emutate the Lease of any agreentatic that we have entered into whit you or withdraw any offer of credit: (b) we may require you to pay us, as compensation for loss of our bargein and not as a penalty, a sum equal to (i) the Stipulated Losa Value exiculated under Section 7 plus (ii) any coats and expenses (including trackage 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 er our agent may peacefully reposses the Products without court order and you will not make any claims egalist us for taspass, damages or any other record and there will exercise any other right at law or in equity. You agree to pay all of our coats of enforcing our rights against you, including reasonable alterney'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 every us gree that if notice of a sale is required by any to be given, 10 when every private the production. The part of the part disposition is the possessing of the part of days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

16, Indemnity: You are reponsible for losses, damages, densities, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of avery 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 detects in the Products). You will reimburse us for, and if we request defend us against, any Claims,

10. Adviration: Either party to this Lease, any choose to have any dispute, claim, or controversy drising 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 stillration clause or the antifre 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 erbitration agreement shell control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at a U.S.O. Section 1, at seq. Judgment upon the award rendeted involving interstate commarce, and Rhail de governed by the rederal Arbitration Act at 9 U.S.C. Section 1, at seq. Judgmant 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 do novo arbitration proceeding before three arbitrations. The parties agree and understand that they may choose arbitration instead of illigation to resolve disputes. The parties understand that they have a right or opportunity to filigate disputes in court, but may aled to resolve their disputes ittrough arbitration as provided herein. The parties agree and understand that all disputes areing under case faw, statutory faw, and rid other faws including, but not limited to, all contract, fort, and property disputes, may be subject to binding arbitration in accord with this Lasse. No cluss action or request for relief may be brought under this arbitration agree hat 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 partoling to any claim arising from or relating to this Lasse. The parties agree and understand that the arbitration avelts when a the bay and this lacase, except for may be brought to porticipate in arbitration and when a work is arbitration advecting to the use brought on the set of the use to be added by law and this Lease. from or relating to this Lease. The parties softe and understand that the arbitrator shell 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 relatin 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 breachese on the Products. Buch judicial relief would take the form of a lawsuit. The institution and maintenance of any aution for judicial relief in a court to foreclose on the Products, to obtain a monitary judgmant or to enforce this Lease, shell not constitute a waiver of the right of any party to compete arbitration regarding any Other dispute or remedy subject to arbitration in this Lease, including the filing of a countarchim in a sub brught 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 TRUL; YOUR ABILITY TO COMPLET OTHER PARTIES TO PRODUCE DOCUMENTS ON BE EXAMINED IS MORE LIMITED THAN IN A UNIVER TABLE TO PRODUCE DOCUMENTS. LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.

LAWSON; AND, YOUR NIGHTS TO APPEAL OR CHANGE ANY ANDINAMON NAWARD IN ANY COURT ARE STRUCTLY 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 Ardicle 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 warrantize, under the Supply Contract(a) for the Products and you may contact the Supplier of the Products for a description of those rights and warrantize. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HERERY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERMED UPON A LEASE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEPAULT BY LESSOR UNDER THIS LEASE.

18. Macellaneous; You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Producia. Any change in the terms and conditions of the Lease make op the entited spreement between you and be regarding the tase of the Producia. 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 righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will survive termination of this Lease. All of our righte and remadles will be considered given when deposited in the U.S. multi, postage prepaid, facelmile or effective address specified in writing by one of us to the other. Any failure of ours to require stric: 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 ony 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 differantial, or interest as applicable paratited 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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ONSITE

## 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 Lessoe

Product Location 832 N HENRY ST	General Product Description/Supplier/Quantity Dell Order #372695066		
ALEXANDRIA	Description	Quan	tituz
VA 22314	2.8GHz/1MB Cache, Xeon, 800MHzFront Side Bus for PowerEdge_SC 1420	12	52,232,98
22017	2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus Xeon for PowerEdge SC1420	12	\$3,682.44
	1.0GB DDR2, 400MHz, 2X512MB 2RD/MMs for PowerEdge \$C1420	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	12	\$0.00
	PowerEdge SC	16	φ0.00
	Electronic Documentation on CD	12	\$0.00
	Herd Drive Configuration #1 MotherBoard SATA, No RAID for	12	\$0,00
	PawerEdge SC1420, 1 SATA Hard Drive	1	ψ0,00
	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	\$1,54B.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
832 N HENRY ST	Dell Order #372696769 2	12	WQ.VU
ALEXANDRIA	Description	Quan	416.0
VA	2.80Hz/1MB Cache, Xeon, 800MHzFront Side Bus for	12	\$2,232.96
22814	PowerEdge SC 1420		
	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	\$4,805.24
	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 \$C	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

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12	\$0.0 <b>0</b>
12	\$3,600,00
12	\$1,548.00

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	LEASE NO: 001 - 006750391 - 003		
	Hard Drive Configuration #1 MotherBoard SATA, No RAID for	12	\$0.00
	PowerEdge SC1420, 1 SATA Hard Drive	40	£9 800 00
	Premier Enterprise Support - SILVER-Premium Services 3	12	\$3,600.00
	Years Type 2 Contract Same Day NBD Parts and Labor On-Sile	12	\$1,548.00
	Response, Two Years Type 2 Contract Same Day NBD Parts and Labor On-Site	12	\$1,548.00
	Freeponse, Initial Year On-Site Installation Declined	12	\$0.00
832 N HENRY ST	Dell Order #373475229 3	1.4-	40.00
ALEXANDRIA	Description	Quant	ity
VA	48X, Compact Disk Drive, 680M I, Half Height, Black, for	12	\$0.00
22314	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	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 Paris and Labor On-Sile	12	\$1,548.00
	Response, Initial Year On-Site Installation Declined	12	\$0,00
	2.8GHz/1MB Cache, Xeon, 800MHzFront Side Bus for	12	\$2,232.96
	PowerEdge SC 1420 2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus	12	\$3,882.44
	Xeon for PowerEdge SC1420 1.0GB DDR2, 400MHz, 2X612MB 2RDIMMs for PowerEdge	12	\$4,605.24
	SC142D	40	ቁክ ለስ
	Keyboard,104 Key,US,NMB,LC,MG No Monitor Option	12 12	\$0.00 \$0.00
	80GB, SATA, 1 Inch, 7.2K RPM Hard Drive for PE SC	12	\$1,467.36
	No Flappy 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 On-Board NIC	12 12	\$0.00 \$0,00
832 N HENRY ST	Dell Order #373475476		4010-
ALEXANDRIA	Description	Quan	
VA 22314	2.8GHz/1MB Cache, Xean, 800MHzFront Side Bus for PowerEdge SC 1420	12	\$2,232.96
	2nd Processor, 2.8GHz / 1MB Ceche, 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 P\$/2 2-builton Mouse with Scroll, PowerEdge On-Board NIC	12 12	\$0.00 \$0.00
	48X, Compact Disk Drive, 680M I, Half Height, Black, for	12	\$0.00 \$0.00
	PowerEdge SC		w0.00
	Electronic Documentation on CD	12	\$0.00
	Hard Drive Configuration #1 MolherBoard SATA, No RAID for	12	\$0.00
	PowerEdge SC1420, 1 SATA Hard Drive	40	<b>64 844 84</b>
	Premier Enterprise Support - SILVER-Premium Services 3	12	\$3,600.00

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# LEASE NO: 001 - 006750391 - 003

Type 2 Contract Same Day NBD Parts and Labor On-Sile	12	\$1,546.00
Response,Two Years Type 2 Contract Same Day NBD_Parts and Labor On-Site	12	\$1,548.00
Response,Initial Year ()n-Site Installation Declined	12	\$0.00

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

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Date       01-27.05         Number of pages including cover sheet       32         To:       32         Phone       1-877-53355         Fax Phone       1-877-53355         CC:       1-877-53355	From: Phone Fax Phone	Jeanne Griffin Accounting Dept. XeitekSolutionsPlus 3595 Grandvlew Parkway Suite 250 Birmingham, AL 35243-19 (205) 438-5707 (205) 438-5769
Oell           Phone           Fax Phone           1-877-513.3355	Phone	Accounting Dept. XcitekSolutionsPlus 3595 Grandvlew Parkway Suite 250 Birmingham, AL 35243-19 (205) 438-5707
Fax Phone 1-877-593-3355		3595 Grandvlew Parkway Suite 250 Birmingham, AL 35243-19 (205) 438-5707
Fax Phone 1-877-593-3355		Suite 250 Birmingham, AL 35243-19 (205) 438-5707
Fax Phone 1-877-593-3355		Birmingham, AL 35243-19 (205) 438-5707
Fax Phone 1-877-593-3355		
CC:		
MARKS:	Reply ASA	P C Please comment
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Page 1 of 2

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

Recalc		
Lease Type Fair Market Value	Order Total	\$74,736.00
Term 24 months	Amount	
Current Rate for	Financed Sales Tax	\$.00
this Order Size 19.87%	<u>र</u>	<b>*</b> ***
(®	Shipping Cost	\$960.00
Prior Rates for	Documentation Fee	\$75.00
this Order Size		# 00
	Waive Documentation Fee	\$.00
Payment Cycle  Monthly		
© Quarterly	Down Payment	\$.00
Advance/Arrears Arrears	Total Financed	\$75,771.00
Advance 0 - Payments	Annual Property	\$2,497.53
	Management Fee 🕅	
Remaining 24 Payments	Monthly Payment	\$3,268.87
Down Payment 0	Monthly Sales Tax	\$173.84
Shipping Cost 960 Order # Sales Tax Code	Monthly Property Management	\$208.13
372695066 100 VA - State Tex 372696759 100 VA - State Tex	Total Monthly Payment	\$3,650.84
373475229 100 VA - State Tax	Advance Payment	\$.00
373475476 100 VA - State Tax	Total Rent Payment	\$78,452.88
	Cost of Financing	\$2,681.88
	Residual	FMV
	Residual Insurance	\$9,528.84
	Commencement Date	01
	Calculate Interim	
	Rent 🕅	
	Is MLA?	

http://lmsias.us.dell.com:7000/pls/lms/new\_lease.Quote\_calc\_form?iStateID=12364549 5

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5/4/2005

Page 1 of 2

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

# Notes for Lease Quote # 8495043

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Creation Date : 03-MAY-2005 Expiry Date : 02-JUL-2005Start Date :Payment Date :Lease Status :RLStatus Date :Od-MAY-2005

Enter in your Note

You can only enter in 80 charaters per note.

.. . . . .

Save Reset

# 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	

http://lmsias.us.dell.com:7000/pls/lms/lcase.leaseNotes?iStateID=12364549&iNoteID=

5/4/2005

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Page 2 of 2

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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CHARLES CONTRACTOR OF CONTRACTOR

http://lmsias.us.dell.com:7000/pls/lms/lease.leaseNotes?iStateID=12364549&iNoteID=

5/4/2005

# 8495043

# Snap Lease Checklist

Lessor 001 Customer Number 006750391 Schedule Number 003

Customer Name: CONNOLLY, BOVE, LODGE & HUTZLLP ON SITE

SMB Coordinator: Michelle Krohmer

Date: 5/04/2005

Type of Lease:

- □ Tax Exempt
- o Special Pricing
- 🛛 Structured

Include following information,

- u LRF 4.16628
- D APR 17.44%
- u DLRS
- **u** Monthly Payment (Special Pricing) \$3156.83
- **Is Tax Code 032** YES or NO
- Down Payment and Monthly Payment (Structured)
   0 1 @ and @
- **a** Copy "Quote Calculator"
- LMS Notes
- G KeyFile Documents

10309 10229 10149 10029

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### LEASE NO: 001 - 006750391 - 005



Assigned to CIT Financial USA Inc. Your Dell Customer Number 1st 7136693

Financial Services

Company No: 05

THIS LEASE ACREEMENT ("LEASE") SETS FOR "H 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 (Monthis) 24	MDNTHLY REAT PAYMENT* \$791.65 *Sudjaci (a Applicabla Tax	MONTHLY PERSONAL PROPERTY MGMT FEE* \$52.03 *Subjectio Applicable Tax	CUMMENCEMENT DATE
OBA NAME (IF ANY) DILLING ADDRESS: STREEY, CITY, STATE, ZIP GODE 832 N HENRY ST ALEXANDRIA VA 22314	TYPE OF BUSINERS Corporation	Pinancing TERMS Product Casi = 518,684.00 Transaction Processing Fee* = 575,00 Stipping Charges** = \$240,00 (MONTHLY RENT PAYMENT6 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.		hthly Rent Payment	
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)	SOCIAL SECURITY NUMBER	END OF LEAD	SE PURCHASE OPTIO	N FMV	

### TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "A8-18". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE BELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR DWN 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 BIGNATURES AND RECORDS: BY SIGNING THIS LEABE: (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, SETOPF 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 AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU AGREE THAT THE PERSON BIGNING THIS LEASE FOR YOU HANS THE AUTHORITY TO DO SO AND TO GRANT THE FOWER OF ATTORNEY IN SECTION S; (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 AGT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU AGREE THAT THIS LEASE IN JURY; (I) YOU ACKNOWLEDGE AND AND AGREE THAT THAT HAT STATE AND YOU ARREIT ATTON PROVISIONS SET FORTH IN SECTION 18 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION. YOU GIVE UF RIGHTS TO ARE STRICTLY LIMITED; AND (G) YOU ACKNOWLEDGE AND AND AGREE THAT IN ARBITRATION. YOU GIVE UF RIGHTS OR BEEK AMMIED IS MORE LIMITED THAN IN A LAWSINT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION, STATEMENT, TRADE REFREENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORPECT AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION. YOU GIVE UF RIGHTS ON DER STAND SHALL CONSTITUTE, AND (G) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, WARD IN ANY GOURT ARE STRICTLY LIMITED; AND (G) YOU ONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, AWARD IN ANY GOURT ARE STRICTLY LIMITED;

05/08/05 11:52 FAX 703 883 0240

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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 COMMERGIAL CODE, THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE GOPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEFINED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY OR CORRUPTION OF THE AUTHORITATIVE COPY. AND THE EVENT OF THE RESULT OF ANY GAUBE, THE AUTHORITATIVE COPY ON A BACKUP OR ACHIVE COPY, AND THE EVENT OF COPY SHALL BECOME THE AUTHORITATIVE COPY. MAY BE RESTORED FROM A BACKUP OR ACHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AND THE RESTORED FROM A BACKUP OR ACHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AND THE RESTORED FROM A BACKUP OF THE LEASE.

YOU/LEBSEE	USALESSOR: (Br DFS use only)			
ON-SITE SOURCING INC	Dall Financial Services L.P. Phone (800) 855-3355			
	88355 Collections Center Dive Fax (800) 934-4207 or Chicago, IL 60699 Fat (512) 246-2028			
AUTHORIZED STEINATORE:	AUTHORIZED SIGNATURE (For DFE use oby)			
$\rightarrow 20/11/2$ (F()	Annest land			
PRINTI NAME AND TITLE	PRINT NAME AND TITLE; (For DFS use only)			
	1			
WILLIAM F. IZVCHAN DATE 5/6/05	DATE			
	t your name and Title.			
PERSONAL AND CONTINUING GUARA	NTY OF LEASE NO. 001 - 005760391-005 When we use the words you and your in this Guaranty we mean the personal guaranters in the Lessor fullicated in the Losse. In consideration of our ampring the bit Leave, you at perment and patermanes of all obligations of Lesson under the Lease regardloss at any you. You oper that the the poteranty of paymant and not of collection, and that we can proceed isfenses and notices, including those of profest, presentations and domand, notice of acceptance of nodify the terms of the Losse without releasing you. You will pay all our expenses inducing information of the losse without releasing you. You will pay all our expenses inducing information of the Losse without releasing you. You will pay all our expenses inducing informations and release or the Products or you. You constant to the similarity and this duarding to the size of the second with the information of eaveral. This duaranty may be You autifiants, as of the losse or the Products or you. You constant to the terminer, safe the this Quarany may be a this duaranty in the second based of the second of your personal SHALL DB GOVERNED BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS ROWIE BIONALTIRES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY			
insidated below. When we use the words we, or, and out in the Guntanty we mee	In the Lessor indicated in the Loose. In consideration of our empiric bits the Lesso, you			
alraumstanao which might alterwise be a detense ava table to, or o disotrange of. Lesses or	you. You ogree that the buaranty of payment and not of categorian, and that we can proceed			
hereof and all other notices of ony kind. You ogree I tak we can rohew, extend or otherwis	e nodily the terms of the Lease without releasing you. You will pay all our expended including			
alterneys' loss incurso by ou in entercing our rights and instrument you. This is a continuing guard and personal representatives. We may, without affecting your liability bereunder, compramit and personal representatives.	any that will not be discharged or offected by your death and will bind your heirs, administrators is a second of the Provider			
or only other disposition of the Products and the Leass. If more than one person has signed	d this Quaranty, each of you agrees that its fiability is joint and several. This Quaranty may be			
crodit and make other credit inquitius that we determine me necessary. THIS GUARANTY	SHALL DE GOVERNEO BY THE INTERNAL LAWS OF ILLINOIS, WITHOUT REGARD TO ITS			
AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 16,	IKONIC BIONATURES IN ULQUAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY			
· · · · · · · · · · · · · · · · · · ·				
(Date Signed) INDMOLISE GUARANTON NAME (PRINTED)	GUARANTOR SOCIAL SECURITY HUMBER			
By				
SIGNATURE INDIVIDUAL GUARANTON IND TITLES	GUATANTOR 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, DENTIFICATION # for STICIAL SECURI	TY NUMBER By SOLD (WORD BUTORS)			
Step (D). If your FEI number is not pro-printed, you MUST provi	de it in the box above.			
Please attach a cop	y of a VOIDED CHECK			
	ere.			
• ,,	¢1C,			
-				
I T				
IF WE SEND THIS LEASE TO YOU BY AN E-MAIL <u>AND</u> YOU ARE COMPLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN THE E-MAIL, PLEASE <u>NO NOT COMPLETE</u> STEPS 1-4 ABOVE.				

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## LEASE NO: 001 - 006750391 - 005

3. Lease: Acceptence and Commancement: Term; Rent: We spree to lease to you and you agree to lease from us the products, services, and software (the "Producte") described in Attachmant A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only software (the 'Producte') described in Attachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only include entry and installation fees, or similar services finance one-time charges for services renders: 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 ville 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 1", 5", 9", 13", 17" or 21" of the month following the Acceptance Date (the "Commancement 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 rolurn by Dell Computer Corporation ("Dell") under the "Cotel selfsection 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 monner 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. It payments are due in arreare, the first Rent payment is due thirty (30) days after the Policy. Software the Rent payment of Rent calculated on a 40 arreare, the Commencement Date. Added to the first payment are due in arreare, the first Rent payment be and the first payment of Rent calculated on a 40 arreare, the first Rent payment be added to the first payment of Rent calculated on a 40 arreare, the first Rent payment be. Added to the first payment of Rent calculated on a 40 arreare due on the Commencement Date. Subsequent month shall be a protated portion of Rent calculated on a 4 Small of a provide polition of Rein calculated orace of a body include to the part of the part of the part of the subsequent month for the following day of the subsequent month (or the following day of the subsequent month) if there is no such day. You agree to pay us the Reint for the number of months of the Lease Term stated above. You will make all payments required 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 willing. 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) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent amount will not result in more than a 15% increase to the Rent amount will not result in more than a 15% increase to the Rent amount will not result in more than a 15% increase to the Rent amount will not result in more than a 15% increase to the Rent amount being 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 or (ii) \$28.00 for each late payment (or If less, the highest amount permitted by applicable law). **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). **6. Rejection and Ordering of Products:** You assign your rights but not your obligations (other than the obligation to pay of the Products if accepted by you under this Lease) offective prior to the passage of title by the Supplier to you.

<u>5. Location: Use: Alterations: Inspection:</u> You will use the Products solely at the topolon specified in the Loase, or if none is specified, at your billing siddross. 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 exponse, you will maintain the Products to 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 tho applicable software the renew and an applicable tawa. You will use an applicable software the Products unless the addition or improvement would applicable software therease agreement ("Liconse"). 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 Laase if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (axcluding ordinary wear end tear); and, (iii) the removal does not violate any License or render the Products incepable 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.

4. Title: Quiet Enloyment; Personal Prograty Filling: We are the owner of and will held line to the Products, You will keep the Products free from any and all liens, encuritrances 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 tease 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

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 Producta (Including env replacements, substitutions, additions, attachments and proceeds). You aution the us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hareby appoint us or our designee as your attorney-in-faci to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a cne-lime Transaction Processing Fee to cover our costs for such filting and other documentation costs. <u>7. Loss or Demage</u>; From the time the Products are delivered to a carker for shipment to you until linker return to U.s. you are responsible for any loss, theft, damage to or destruction of the Products are delivered to a carker for shipment to you until their return to U.s. you are responsible for any loss, theft, damage to or destruction of the Products are delivered to a carker for shipment to you until their return to U.s. you are required to make all payments under the Lease even if there is a coss. You must notify us immediately if there is any Loss. Then alour option, you will either (a) repair (b) require to any test of the asme manufacture and equal or greater capacity and capacity with clear tills thereit in dus; or (c) pay us the "Sibulated Loss Value" which is and of the asme manufacture and equal or greater capacity and capacity, with clear tills thereit the rest or or or used to use the facts the report or or used to use the pay or or used to use the to be asme manufacture and equal or greater capacity and capacity and capacity with the set thereato or or used to use the to be set to a point, or use the to be asme manufacture and equal or greater capacity and capacity and capacity and capacity and capacity or the set thereato or or used to use under the Loss or the pay or or and the pay as the dust of the pay or or company. the sum oi: (I) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lesse, the sum of: (i) all Kent payments for all the Products and other anounts past due (plus interest thereon) or currently owed to us under the Lesse, including unpaid taxes; (ii) all titure Ront payments that would accure over the remaining Lesse Term plus our estimated value of our residual interest of all of the Products at the end of the Lesse Term, such sum to be discounted to present value at a discount rate equal to the Pederal Reserve Bank Discount Rela in offect at the Commencement Date of the Lesse ("Discount Rate") and (this any costs and expenses incurred as a result of this event. When you pay the smouth 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 titness for any particular purpose. <u>B. Insurrence;</u> For the Lesse Term set for this above, you will provide and making, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value noming us as loss payse and (b) public liability and third party property damage lustmance intering us as an additional insured. All insurance shall be in a form and amount and with companies seletectory to us and will provide inter we will be observed (a) to so with the value with the other and emount and with companies seletectory to us and will provide inter 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 Tenn. The cost for such insurance will be an additional amount due from you under the Lease.

B. Taxes You will pay when due, of the Lease form. The cost of solar and all taxes (local, state and fuderal), fines or penalties which may now or hereatler 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 fao, 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

<u>10. Return:</u> Unless the Leade is forewert or you purchase the Products in accordance with the terms of the Leade, you will immediately deriver the Products (including but not linkted to cable, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturor's warranty service (ordinary weer and tear excepted) to any place in the continental United Status 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 other (i) return all copies of the manufacturor's warranty material. Certificates of authenticity and media (the "Operating System Software Kif") or (ii) destroy all copies of the Operating System Software Xit, leaving the original operating system installed and functional. You will pay all expenses for dematalling, packing and shipping and you will insure the Products for the full replacement value cluring shipping. You will immediately pay us on demand the costs and expenses of all missing or demaged products for the full replacement value cluring shipping. Products.

Produces. 11. <u>Porchase Option: Automatic Reneval:</u> If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not tess than all) of the Products for the amount of the Purchase Option price shown above which, if it is the flar 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 and of the Lease Term that you will purchase the Products or that you will return the Products to tis. Unless you purchase the Products or return the Products to us on the least day of the Lease Term, this Lease will automatically renew for an additional ninety (80) day term and thereafter on a

BSD Page 3 of 4

Ver0801 Mod8.42stlease

### LEASE NO: 001 - 006750391 - 005

conlinuing 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 continuing month to month bests until you give us thirty (30) days notice and deliver the Products to us. During such renewal terms, the Rent payment will ramein the sama. If the Fair Market Velue Purchase Option has been selected we will use our researable 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 Furchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Froducts to you "A6-IS-WHERE-IS", without any warranty whatsoever, and the Lesse will terminate. <u>12. Assignment</u>: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, set, assign or transfer the Lesse our relations. The doble of the transferse will have the same rights and banabits that we have now under this lesse that and our dights in the products. You agree that the transferse will have the same rights and

bonefits that we have now under this Loase, but not our obligations. The rights of the transforce will not be subject to any claim, defense, or setoff that you may have against us.

(3) Default: Each of the following is a default ("Default") under the Lease: (a) you fall 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 benefit or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or your registring any matcher in connection with use or with an experiment with the lease or in any other reorganization proceeding; (d) you or any Guarantor provide us incorrect or your creditors any matcher in connection with use or with an experiment with the lease. unkue 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 titen you, any fluctantor 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 to one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have 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 (ii) the Stipulated Lease Value ctilculated undar Section 7 plus (ii) any ceals 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 (onth in Section 10; (d) we or our agent may peacefully reposess the Products vilhour court order and you will not make any claims against us for traspass, 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 enforting 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 snie and apply the net proceeds (after we have deducted our costs related to the sale and tisposition) to the amounts that you owe us. You agree that if notice of a sale is required by taw 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. Integrative: You agree to every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise duals do in the Broducts. 16. Induction and do if every kind, (collectively "Claims") You will be reading or any amounts that any different is be and expenses), actions, suits and products (or devery kind, (collectively "Claims") You will be the prove to strict liability or otherwise caused by or related to the transmitter and expenses), actions a theory of strict liability or otherwise dates and expenses), actions, suits and products (including any collection by the Roducts). You will bertowere us for any different is posited any claims

Products, (including any detects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. <u>Amilination:</u> Either party to this Lessa may choose to have any dispute, claim, or controversy stisting from or relating to this Lesse, any prior agreement or lesse between the parties, any application or advertisement related to this Lesse or the validity of this application clayse or the entire Lesse, resolved by binding erbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this resolved by binding eruitation pursuant to the Commercial Arbitration Rules of the American Arbitration Association. It 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 et & U.S.C. Section 1, at 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 appended by the party against which the award is mado. Such appeal will be a de novo arbitration proceeding before three arbitrations. The parties agree and understand that they may choose arbitration instead of tilgation to resolve disputes. The parties understand that they have a right or apportunity to alligate disputes in court, but may elect to recolve their disputes through arbitration as provided herein. The parties and understand this all disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for request for celler may be brought which this arbitration as a representative or a moder of any class of any dispute, may be subject to binding arbitration in accord with this Lease. No class action or request for request per celler may be brought under this arbitration agreement. You agree that you claim action to a contract with which the law claim action as a representative or a party day were a dispute or day class of any class. Involute light to participate in allotration or in court proceedings as a representative or a member of any class of claimants partaining to any claim arising from or relating to this Lease. The partial agree and understand that the arbitrator shall have all powers provided by taw and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we relate an option to use judicial or non-judicial ratie for 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 ratie in a count to foreclose upon any Products, to oblein a more tary judgment or to enforce this Lease, shall not consultute a waiver of the right of any party to competaribite provided any part and to the provide or to enforce the provide or the relief of any party to competaribite or to enforce the any of the relief. The second provide of the relief of any party to competaribite the form of a lawsuit. The institution and maintenance of any action for judicial ratie in a count to foreclose upon any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterchand in a buff brought by us pursuant to the provision. YOU UNDERSTAND AND AGREE THAT IN ARGITRATION; 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 GOURT ARE STRICTLY LIMITED.

LAWSUN; AND, YOUR NIGHTS TO APPEAL OR CHARGE ANY ARCHINGHON AWARD IN ANY COURT ARE STRUCT TEIMITED. 17. Finance Lesse: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, this Lease will be considered a finance lesse" as defined by Article 2A and 'y signing this Lesse you acknowledge that either (1) you have received, reviewed and upproved the Supply Contract with the Supplier or (2) we have informed you of the Identity of the Supplier, that you may have rights and warrantles, the Supply Contract (s) for the Products and you may contract the Supplier of the Products for a description of these rights and warrantles. 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 reparding 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, which notice to you, to supply hissing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Leese will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, facsimite 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 usrs to require strict performance by you or any valver by us of any provision in this Lease will not be construed as a consent or walver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not effect the balance of this Lease. It is the express intern 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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## LEASE NO: 001 - 006750391-005

Financial Services

Attachment A

Company No: 05

Attached hereto and made a part hereof Leaso No: 001 - (106750391-005 between DBLL FINANCIAL SURVICES L.P. as Lessor and ON-SITE SOURCING INC as Lessee

Product Location 832 N HENRY ST ALEXANDRIA VA	General Product Description/Supplier/Quantity Dell Order #377821154 Description 2.8GHz/1MB Cache, Xeon, 800MHzFront Side Bus for			
22314	PowerEdge SC 1420 2nd Processor, 2.BGHz / 1MB Ceche, 800MHz Front Side Bus Xeon for PowerEdge SC1420	12		
	1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge SC1420	12		
	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 Dall PowerEdge Servers, No Windows	12		
	2000	14		
	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	16		
	Electronic Documentation and OpenManage CD Kit, PowerEdge SC1420	12		
	Hard Drive Configuration #1 MotherBoard SATA, No RAID for PowerEdge SC1420, 1 SATA Herd Drive	12		
	Premier Enterprise Support - BILVER-Premium Services 3 Years	12		
	Type 2 Contract Same Day NBD Parts and Labor On-Site Response, Two Years	12		
	Type 2 Contract Same Day NBD Parts and Lebor On-Site Response.Initial Year	12		
	On-Site Installation Declined	12		

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

2008

Ver0801 Mod8.42sticase

Page 1 of 1

		Company NUMBER:	05
Lease Quote# :	8505837	Sales Rep:	ADAM WEEDY
Date:	05-06-2005	Lease Rep:	ZACHARY WEIGEL
Customer:	ON-SITE SOURCING INC	Lease Rep Admin:	SYS ADMIN
<b>Business Unit:</b>	None		
و در بین الیون پیشان اور اور اور بر پاری با پیشا میک پیشاند. در اور اور پار	مده وجود والم المراجع المراجع المراجع المحاد المراجع المحاركة والمراجع والمراجع والمحاجم والمحاجم والمحاد الم		

## Notes for Lease Quote # 8505837

Creation Date : 05-MAY-2005 Expiry Date : 04-JUL-2005Start Date :Payment Date :Lease Status :RLStatus Date :O6-MAY-2005

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

THE REAL

Save Reset

.

# 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



CONTRACTOR OF CONT

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

Company<br/>NUMBER:05Lease Quote#:8505837Sales Rep:ADAM WEEDYDate:05-06-2005Lease Rep:ZACHARY WEIGELCustomer:ON-SITE SOURCING INCLease Rep Admin:SYS ADMINBusiness Unit:NoneNoneNone

Recal		
Lense Type Fair Market Value	Order Total	\$18,684.00
Term 24 months	Amount	
Current Rate for	Financed Sales Tax	\$.00
this Order Size 19.87%		
e	Shipping Cost 🕅	\$240.00
Prior Rates for	Documentation Fee	\$75.00
this Order Size		
0	Waive	\$.00
Payment Cycle @ Monthly	Documentation Fee	
O Quarterly		\$.00
Advance/Arrears Arrears	Down Payment Total Financed	\$.00 \$18,999.00
Advance 104-7	Annual Property	\$624.38
Advance 0 - Payments	Management Fee	φ02 <del>4</del> .36
Remaining 24	Monthly Payment	0000
Payments		\$820.08
Down Payment 0	Monthly Sales Tax	\$43.60
Shipping Cost 240	Monthly Property	\$52.03
Order # Sales Tax Code	Management	φ32.03
377821154 100 VA - Slate Tax	Total Monthly	\$915.71
	Payment	
	Advance Payment	\$.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 🖓	
	Is MLA?	

http://lmsias.us.dell.com:7000/pls/lms/new\_lease.Quote\_calc\_form?iStateID=12379383 5/6/2005

# 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
- o Special Pricing
- Structured

### **Include following information:**

- a LRF 4,16628
- a APR 17.44%
- DLRS
- O Monthly Payment (Special Pricing) \$791.55
- Image: Special Pricing Deal) Is Tax Code 0032 YES or NO
- Down Payment and Monthly Payment (Structured)
   0 1 @ and @
- a Copy "Quote Calculator"
- LMS Notes
- **G** KeyFile Documents

Verified pricing notes in CMS (done by Booking Specialist)

Approval matches

• Approval do not match (emailing pricing)

□ No approval showing (emailing pricing)

70389

8505837

05/09/05 11:15 FAX 703 683 0240

**ONSITE** 

Ø 001

## LEASE NO: 001 - 006750391 - 006



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 BLECTHONICALLY AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-VAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS BLECTRONICALLY. 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 ENG. 16H", WHEN WE USE YOU AND YOUR IN THIS LEABE 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		term (Months)	PAYMENT*	PERSONAL PROPERTY MGMT FEE*	DATE
		24	\$301.01 *Subject to Applicable Tex	\$19.80 ^Subjaci la Applicable Tax	
DBA NANE (IF ANY) BILLING ADDRESS; STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314	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 ARREA *A Transaction Processing Fee (\$ Included in the Monthly Rent Payma ahown above. **Charges to ship to you ARE included in the Monthly Rental Paymer		nthly Rent Payment	
PRODUCT LOCATION BEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/BUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)	BOCIAL SECURITY NUMBER	END OF LEA	SE PURCHASE OPTIO	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 CLAIMES OF ANY KIND RELATING TO THE PRODUCTS OF SERVICES ADAINES 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: RECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND ANU AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-10, PAGES 1-4) AND ATTACHMENT A UP 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 PAYMENTS LINDER 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; (d) 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 PORTY 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 11/00 YOU AND YOU. 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 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 ATRICTLY LIMITED; AND (a) 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, 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 COMPLETIONE 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, BYCEPT 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 TO THE LEASE FROM OUE DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. IF YOU DELIVER

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### LEASE NO: 001 - 006750391 - 006

LEASE NO: 001 - 006750391 - 006 THIS BIGNED LEASE TO US BY E-MAIL, FACBIMILE 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 BIGNATURE 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 US THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY. ON ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY ON AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AND COMPTION, 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	US/LESSOR: (Br DFS use only)	7				
	ON-SITE SOURCING INC	Dail Financial Services L.P. Phone (800) 955-3356					
		99355 Collections Center Drive Fax (800) 934-4207 or Chicago, IL 60693 Fax (612) 248-2026					
	AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATUR : (For DFS use only)	4				
۲"	Guffy Rel						
	PRINT NAME AND THILE:	PRINT NAME AND TITLE A VANAL B USE ON VI	7				
	SREE Fehrman Director, Inforsul In DATE 5/9/05	DATE					
<b>ا</b>	- Step $\mathbb{O}$ . Please sign and date the <u>YOUILESSEE</u> section and principles of the section of t	It your name and Title.					
	PERSONAL AND CONTINUING GUAR	ANTY OF LEASE NO. 001 - 000780391-008					
	PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 401 - 006740391-006 This parsonal and conkinuing guaranty is created applications. When we use the words you and your in this Guaranty we mean the personal guaranty is created applications. When we use the words you and your in this Guaranty we mean the personal guaranty is created applications of the personal and conkingence of all objects. When we use the words we, us and our in the duaranty we mean the Lesser indicated the to case, in consideration of our pentening into the losse, you uncontilidently and increated y guaranty of personal and asigns, the prompt payment and performance of all obligations of Lesser under the Lesse regardless of any circumstates to all obligations of Lesser under the Lesser regardless of any circumstate you which of the to the book and and the prompt payment and performance or all obligations of Lesser under the Lesser regardless of any directly statistical you which that processing against Lesnes of the Products. You volve all dolptass and address, including have of processing you. You will pay all our expenses including the atomaty, tables of averaging and personal and personal approxements and personal and adverting duaranty. Table you is able to a allowed and personal approxement and personal and adverting duaranty that will not be disclowed or related by your cloals and your relating against terms at the close of your personal you. You will pay all our expenses intervated by car to andore your discles a could ruling guaranty that will not be advected or related by your cloals and your relating your liability to relate the close of you approxed or related by your cloals and the your the state and personal approxement and personal ap						
	AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 18,	TRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESS	"LY				
	Date: (Date Bigned)	CUARANTOR SOCIAL SECURITY NUHBER					
	BY SIGNATURE INDAVIDUAL GUARANIOR (NO TILLS)						
1		GUARANTOA HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE)					
	Step Ø. If your name is pre-printed, please SIGN and date the Personal Guaranty section and provids your home address.						
٢	541648470	•					
	FEDERAL EMPLOYER DENTIFICATION # (or SOCIAL SECURE	TY NUMBER IN SOLE PROPRIETORS					
F	Estep (3), If your FEI number is not pre-printed, you MUST provide it in the box above.						
	a serie as series as series and series as series as series as a series of the series o		-				
	Please attach a copy of a VOIDED CHECK						
1	rt R	ere'.					
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1	Stop (D. Attach a PRE-PRINTED Vi	olded Check.					
	IF WE SEND THIS LEASE TO YOU BY AN E-MAIL <u>and</u> you are completing the electronic acceptance procedure outlined in The E-Mail, please <u>do noit</u> complete steps 1-4 above.						

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### LEASE NO: 001 - 006750391 - 006

3. Lease: Acceptance and Communicament: 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 ano-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services for services are dered in connection with the Products. Services may include delivery and installation fees, or similar services and the lease of the lease to be added to be a activate (ine "Products") described in Antechnikin A to the base of the terms that the base may include delivery and installation fees, or similar services 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 inevocably 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 1<sup>st</sup>, 6<sup>st</sup>, 9<sup>st</sup>, 13<sup>th</sup>, 17<sup>th</sup> or 21<sup>st</sup> of the month following the Acceptance Date (the "Commencement Date"), when you receive the Products you gave to inspect them promptly and advise us if hey of the Products are services and the closest 1<sup>st</sup>, 6<sup>st</sup>, 9<sup>st</sup>, 13<sup>th</sup>, 17<sup>th</sup> or 21<sup>st</sup> of the month following the Acceptance Date (the "Commencement Date"), which Policy are being advised them promptly and advise us if hey of the Products are services are products will be determined 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. The Section Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent paymant is due thit? (30) days after the Policy. 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 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 for the following day of the systemator requires the Rent for the number of months of the Lease Term state above. You will make all payments required und unuer mis cause to us an mis quenes we spering in whing. The solution is to again the Penetian (increase or decrease) inside adove obtained of the changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, dativery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent emount with the purchase, dativery, and installation of the payment listed above. You agree to allow us to adjust the Rent emount 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 higheat amount permitted by applicable law).

6.00% of the take payment amount or (II) \$29,00 for each late payment (or it 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 tills by the Supplier to you.
5. Location: Use: Alternitipas; Inspectary: You will use the Products aclety at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of textop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheid. A your own expense, you will maintain the Products in good repair, condition and iunctional order (except for ordinary wear and lear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user Keense terms of the prior of the pay and with use them in compliance with all applicable laws. You will use all software in accordance with the end user Keense terms of the prior of the pay and with use them in compliance with all applicable laws. You will use all software in accordance with the end user Keense terms of the prior of the pay and with use them in compliance with all applicable laws. You will use all software to accept the the end user Keense terms of the pay and with use them of the pay and with use them the addition to the pay and with the addition to the pay and with use them in the pay and with the addition to the pay and with the pay and with the pay and the pay and with the pay and with the pay and the pay and the pay and the pay and with the pay and the applicable software license agreament ("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 and of the Lease if violate any License, decrease ma value of Hidduca, or impart their utility. You may remaine any such action or intitrovalitent at the end of the base in (i) you repair any demage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and leaf); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvementa 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 products at the products are located at any reasonable time with promotios. **6.** Thile, <u>Duiet Envoyment: Personal Property; Filling</u>: We are the owner of and will hold the to the Products. You will keep the Products free from any and all liens, ancumbrances 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 Terrifor any rehowal term. Unless the Products of place to be a true lease under VICC Article 3. A therewire, if this Reporting to provide the heap lose lose a finated to be a true lease

under UCC Article 2A. However, if this transaction is deemed to be a lease intended for eacurity 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 stilement (UCC-1) and tereby appoint us or our designee be your attorney. In fact to sign on your behalf and to file UCC-1's covering the Products. You agrice to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: Prom the time the Products are delivered to a carifor for shipment to you until their religin to us, you are responsible for any toss. heft, 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 about 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 "Stimulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts used due (plus Interast thereto) in us; or (c) pay us the "Stimulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts used due (plus Interast thereto) in 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 astimated 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 Federat Reserve Bank When you pay the amount of (o) above to us, we will transfer to you our Interest in the Producte, "AR-IS-WHERE-IS", willhout any warranty, express or Implied, including warranty of merchantability of fitness for any particular purpose,

Implied, including warranty or herchandomity or immets for any particular purpose, <u>B. Insurance</u>: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or their of or damage to the Products, for their full replicament value naming us as loss payae 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 suitafactory 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.

Taxag; You will pay when due, either Cirectly or to us on demand, all taxae (local, state and federal), fines or penalities which may now or hereafter be imposed or lavied 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 ewed under this Lease.

Return: Unless the Lense is renewed or you purchase the Products in accordance with the terms of the Lense, you will immediately deliver the Focuses (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify (or the manufacturar's warranty service (ordinary warr and user excepted) to any place in the continential United States (hat we direct. Upon your return of the Products, your agree that your license with respect to Niorosoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and medie (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software (kit, license) for densitialing, packing and shipping and you will insure the for the original operating system installed and (unoffonal. Yeu will pay all expenses for densitialing, 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. <u>Purchase Option: Automatic Rengivals</u> If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not leas than all) of the Products for the amount of the Purchase Option price shown above which, if it is the 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 teast 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 tease day of the Lease Term, this Lease will automatically renew for an additional ninety (90) day lerm and thereafter on a BSD

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LtCADE NOT: UV1 - UV073U331 - UV0 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 Markot Value Perchase 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 al 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, BELL, 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 dights of the transferee will not be subject to any claim, defense, or satoff that you may have domainst us.

you may have against us.

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 atfillates 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 gueranteed by someone other than you, any guaranter of the Leese dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c) .

of the events listed in clause (c). <u>14. Remedias</u>: 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 Subulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Cefault; (c) we may require you to deliver the Products to us as sat forth in Section 10; (d) we or our agent may peacefully reposaes the Products without court order and you will not make any other against us for irrespase, demages or any other reason and (d) 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 treasable 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 sate and apply the net proceeds (after we have deducted our costs related to the sate and disposition) to the amounts that you owe us. You agree that if notice of a sate to be given, 10 days notice will constitute reason able attorney fees and expensed and disposition to be given, 10 days notice will constitute reason able and expensed to the sate and disposition at the amounts that are due after we have applied such net proceeds. 45. Indemating "You agree to expense the for laysee, demage, depaytive, divide allo and expenses, adited are added.

15. Indemnity: You are responsible for takees, damages, penalties, daims, casts (including attomeys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of abiat 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,

15. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or retaining to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this stibitration 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 resolved by binding another binding and balant to the terms of this arbitration agreement, however then the terms of 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 0 U.S.C. Bection 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 expected 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 have a right or opportunity to liligate disputes in court, but may elect to resolve their disputes through abitration as provided herain. The parties agree and understand that all disputes Indiace deputes in order, on may erect to resolve the insponse through a bination as provided nermin. The parties afred and inderstand that in hispones arising under case have statutory law, and all other laws including, but not limited to, all contract, fort, and property disputes, may be subject to binding arbitration in accord with this Lasso. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not pave the right to participate in arbitration or it court proceedings as a representative or a member of any class of claiments participate in arbitration or it court proceedings as a representative or a member of any class of claiments participate in a claim and this Lesse, except for from or reliating to this Lesse. The parties agree and understand that the arbitration shall have all powers provided by law, and this Lesse, except for from dr folkling to this Lease. The parties egree and understand that the arbitrator shall have all powers provided by law and this Lease, except for gewers 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 interast in the Products, to enforce the mometary obligation secured by the Products or to enforce the inometary obligation secured by the Products or to enforce the the Products. Such judicial relief in a court by 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 abitration in this Lease, including the filing of a counterclaim in a subject to abitration regarding any Other dispute or remedy subject to abitration in this Lease, including the filing of a counterclaim in a subject to abitration regarding any Other dispute or remedy subject to abitration in the Lease, including the filing of a counterclaim in a subject to abitration to the foreclose of the regions of the counterclaim in a subject to abitration the subject to abitration to the constitute a waiver of the right of any party to compel abitration regarding any other dispute or remedy subject to abitration in the Lease, including the filing of a counterclaim in a subject to abitration to the foreclose. The part is the subject to abitration the subject to abitration to abitration the subject to abitration to the provide the provide the party of compel abitration to a provide the provide the provide to apprecision. You understand the subject to abitration to a subject to abitration to abitration to abitration the provide to provide the provide to abitret abitration to abitration to ab LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.

17. Finance Lease; You agree that if Autole 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 Produces 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.

Other APPLICABLE LAW With Rearest to A DEFAULT BY LESSOR UNDER This LEASE. 18. Miscellanaous; 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 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 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 this Lease make up the entire agreement between you and us regarding the lease of the notice to you, to supply missing information of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without anotices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage propaid, factimite 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 law to the performance of the use of the use of any provision in the turk and regarding the lease of the time approach address of the target of the turk and regarding the target of the turk and regarding the target of any the three terms are the time and the turk and regarding the turk and regarding the turk and regarding the target of the turk and regarding the target of the turk and regarding the turk other breach of the same or any provision. If any portion of this Lease is decimed invalid, it will not affect the belance of this Lease. It is the express intent of both of us not to violate any usury laws, or to excess 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 Lesse in Inverse order of maturity and the remaining payments will be infunded to you.

BSD Page 4 of 4

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05/09/05 11:18 PAX 703 883 0240 ONSITE

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## LEASE NO: 001 - 006750391-006



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 832 N HENRY ST	General Product Description/Supplier/Quantity Dell Order #379693924	
ALEXANDRIA	Description	Quantity
VA	Premier Enterprise Support - Gold - Advanced Software	1
22314	Support Quantity 3 Resolutions	4
	Premier Enterprise Support Service Gold Welcome Letter	1
	Premier Enterprise On Demand Engineer Dispatch	1
	Severily 1 Three Years	
	Type 2 Contract Same Day 4HR Parts and Labor On-Sile	1
	Response, Initial Year	
	Type 2 Contract Same Day 4HR Parts and Labor On-Sile	1
	Response, Two Years	
	Premier Enterprise Support - Gold - Premium Services, 3	1
	Years	
	On-Site Installation Declined	1
	3.4GHz/2MB Cache, Xeon, 800MHzFront Side Bus for	1
	PowerEdge 2850	
	3.4GHz/2MB Cache, Xeon, 800MHzFront Side Bus, 2nd	1
	processor for PowerEdge 2850	
	2GB DDR2 400MHz (4X512MB) Single Ranked DIMMs	1
	No Keyboard Option	1
	Na Monitor Option	1
	Riser, ROMB, PCI-X, PE2850	1
	73GB,U320,\$CSI,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 GD-ROM.	1
·	Bezel for PE2850	1
	2+4 Spilt Backplane Daughtercard	1
	Electronic Documentation and OpenManage CD Kit, PE2860	1
	73GB,U320,SCSI,1IN 10K,PE2850	1
	MR1R6, ROMB RAID 1/RAID 5 Drives attached to PERC4el PE2850	1
	Reck Chassis w/Verserail RoundHole-Universal for 3rd-	1
		ı
	party racks, PE2850 Paduadent Device Rupple 2005 - Streight Conde Ma X Cond	1
	Redundant Power Supply With Straight Cords, No Y-Cord PE2850	
		4
	146GB,U320,SCSI,1IN 10K,PE2850	1
	146GB, U320, SCSI, 1IN 10K, PE2850	1
	148GB,U320,SCSI,11N 10K,PE2850	ŀ

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

Ø 005

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
- **D** 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)
   0 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)

~10<sup>30~1</sup>

<!-- MSG\_ID:2 -->DFS Development/Dell Financial Services

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Page 1 of 2

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

Recalc		
Lease Type Fair Market Value	Order Total	\$7,108.00
Term 24 months	Amount	
Current Rate for	Financed Sales Tax	\$,00
this Order Size 19,87%		
©.	Shipping Cost 🕅	\$42.00
Prior Rates for	Documentation Fee	\$75.00
this Order Size		
0	Waive	\$.00
Payment Cycle  Monthly	Documentation Fee	
$\cap$ Quarterly		\$.00
Advance/Arrears Arrears	Down Payment Total Financed	
Advance ratio		\$7,225.00 \$237.54
Advance 0	Annual Property Management Fee 🗹	\$257.54
Remaining 24	Monthly Payment	¢011 01
Payments <sup>24</sup>	within a suite	\$311.84
Down Payment 0	Monthly Sales Tax	\$16.58
Shipping Cost 42	Monthly Property	\$19.80
Order # Sales Tax Code	Management	\$ <b>1</b> 9.00
379693924 100 VA - State Tax	Total Monthly Payment	\$348.22
	Advance Payment	\$.00
	Total Rent Payment	\$7,484.16
	Cost of Financing	\$259.10
	Residual	FMV
	<b>Residual Insurance</b>	\$906.27
	Commencement Date	01
	Calculate Interim	
	Rent 🕅	
	Is MLA?	

http://lmsias.us.dell.com:7000/pls/lms/new\_lease.Quote\_calc\_form?iStateID=12392193

5/9/2005

<!-- MSG\_ID:2 -->DFS Development/Dell Financial Services

Page 1 of 1

		Company NUMBER:	05
Lease Quote# :	8509009	Sales Rep:	ADAM WEEDY
Date:	05-09-2005	Lease Rep:	ZACHARY WEIGEL
Customer: Business Unit:	ON-SITE SOURCING INC 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

STRUCK STRUCK

Status Date : 09-MAY-2005

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

Save Reset

# 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 rovd - 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



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

**ONSITE** 

\$002

## Assigned to CTT Financial USA Inc.

## LEASE NO: 001 - 006750391 - 007



Your Dell Customer Number is: 7136695



#### Company No: 05

THIS LEASE ACREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLICATIONS WITH REGARD TO YOUR LEAGE OF THE PRODUCTS. IF THIS LEASE HAB BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEAGE 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 FRINT 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 LESSED INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

ON-SITE BOURCING INC		(MCNTHS)	PAYMENT*	PERSONAL PROPERTY MGMT FEEA	DATE
		24	\$532,25 *Subject to Applicable Tax	\$34.69 Subject to Applicable Tex	
DBA NAME (IP ANY) BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314		Product Cos Transaction Shipping Ch (MONTHLY *A Transact shown abov	FINANCING TERMS 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 I8 included in the Monthly Rent Payment shown above. **Charges to ship to you ARE included in the Monthly Rental Payment.		Ihly Rent Payment
PRODUCT LOCATION SEE ATTACHN	MENIT A	GLINERAL PI	RODUCT DESCRIPTIC	NUBUPPLIER TTACHMENT A	
guarantor (if any)	gocial security number	END OF LEA	SE PURCHASE OPTIC	FMV	

#### TERMS AND CONDITIONS OF LEASE

NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS", YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE ARE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BABED 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 AND AND YOUR OWN JUDGMENT TO THE PRODUCT OR ANY SERVICES. MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST BUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

MAKE ALL CLAMMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST BUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER. 2. ACCEPTANCE: ENTIRE AGREEMENT; DELIVERY: ELECTRONIC SIGNATURED AND RECORDS: BY SIGNING THIS LEASE; (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMB AND CONDITIONS (SECTIONS NUMBERED 1-18, PAGES 1-4] AND ATTAUMMENT 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 OBJIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE BUCH 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 FERSION SIGNING THIS LEASE FOR YOU HAD 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 JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU ANTIONAL COMMERCE AGT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU WANTONAL COMMERCE AGT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU WANTE THE REGHT TO A TRIAL BY JURY; (I) YOU ACKNOWLEDER AND AGREE THAT IN ARGITRATION; YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLIDING THE RIGHT TO A JURY THAL; YOUR ABILTY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, ITADE REFERENCE OR FINANCIAL REPORT BUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY AMARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, THADE REFERENCE OR FINANCIAL REPORT BUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY AMARD IN ANY COURT ARE STRICTLY LIMITED; AND (g EDWITE HAVE THE SIGNATORE BOX ON A PRIVIED COPY OF THE LEASE AND RETORN IT TO US EITHER BY PAGEMILE TRANSMISSION OR BY U.G. MAIL, IF YOU DELIVER THIS SIGNED LEASE TO US BY FAGSIMILE TRANSMISSION, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR BIGNATURE, 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 BSD

Page 1 of 4

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ONSITE

#### LEASE NO: 001 - 006750391 - 007

LEASE NO: UU1 · UUD/DU371 · UU/ YOUR REPRESENTATION THAT THIS LEAGE 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 EXERNT (IF ANY) THAT THIS LEASE CONSTITUTES CHAITEL PAPER UNDER THE UNFORM 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 REAGON OR AS THE RESULT OF ANY CAUGE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ACHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELEGTRONIC RECOME MAY BE CONVERTED INTO FAPER FORM. AT SUCH TIME, BUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE. AT SUCH TIME, HUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YOU/LESSEE:		US/LESSOR: (For DFS use only)
ON-SITE SOUL	7CING INC	Osili Financial Services I, P.         Phome (800) 955-3355           90355 Collections Central Drive         Fax (800) 934-4207 or           Chicago, IL 80693         Fax (512) 248-2028
AUTHORIZED GIGN	ATURE	AUTHORIZED SIGNALURE: (For DFS use on )
+ Milla	L'and -	Anneet Kunt
PRINT NAME AND	1 / 1-1	PRINT NAME AND TITLE: (For DFS use only)
WILLIAM TR	UKHAN, TEO DATE 6/8/1	DATE
— Step <sup>®</sup> , Please	sign and date the <u>YOUII.ESSEE</u> section and prin	t your name and Tille.
	PERSONAL AND CONTINUING GUA	RANTY OF LEASE NO. 001 - 000760391-007
This personal and c guarantons indicated	antinuing guaranty ("Quaranty") creates specific legal abili below. When we use the words we, us and our in the Qui	RANTY OF LEASE NO. 001 - 000760391-007 jalijuhz. When we use the words you and your in this Guaranty we mean the perso- tranty we mean the Lesson Indicated in the Lesso. In consideration of our entering into , the prompt payment and performance of all obligations of Lessee under the Lessor regordises issee of You. You agree that this is a pustanty of payment and not of collection, and that we c to words and performance of all obligations of Lessee under the Lessor regordises issee of You. You agree that this is a pustanty of payment and not of collection, and that we c to words all detenses and notices, including those of protest, presentment and doutend, notice extend or otherwise modify the terms of the Lesso within all their by your date and the the gradient is a conducting goustanty that will not be discharged or alideted by your date and and had be the an oral harming goustanty that will not be discharged or alideted by your date and and had be the an oral harming goustanty that will not be discharged or alideted by your date and and the trant and stain and period has signed this Curranty, each of you agrees that is liability to joint and stain as wo may enforce to you any antipate us or any of our similates to obtain and will bed your to be an encodeness. This GUARANTY stall, DE GOVERNED BY THE INFINAL LAWS ID D TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN BLOBAL AN DVIDED IN PARAGRAPH 16.
LOAGO, YOU Uncondition any obcumstance white	hally and uneverably guarunee to up, dur succassons and designs in might otherwise be a dejence available to, or a dischange of Le	, the prompt payment and performence of all obligations of Lessee under the Leave regardings
proceed directly again	at you without first proceeding against Lassed or the Products. Yu	il waive all detenses and notices, including those of protect, presentment and domand, natice
cupanses including all hors, summistrators a	orneys' feas indurred by us in scionxing our rights against you. The nut parsonal representatives. Via may, without affecting your ha	the is a continuing guarding that will not be discharged or allotted by your death and will bind y
consent to the transfer several. This Gunrant	r, sale or any other disposition of the Products and the Lease. If may be enforced by any satisfier or successor of ours to the site.	nom than one person the signed this Quaranty, each of you agrees that its liability is joint t
reports regarding your	personal credit and make other oredit (noutres that we determin REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AN	is and necessary. This claranty shall be governed by the interaction of the laws in the events and the contract of the statement of the statem
NATIONAL COMMER	CE ACT, YOU IKPRESSLY AGREE TO ARBITRATION AS PR	dvided in Paragraph 16.
Quiter,	NOMOUAL QUARANTON I AME BY UNTED	All 10
(Daté Figned)	CONTRACTOR OF THE TANK AND THE TANK AND	QUARANTOR SOCIAL SECURITY NUMBER
	BY SIGNAT ARE INDIVIDUAL GUARANTOR (NO TITLE)	AUMANING HOUR LANDFOR LONDARY AND COMPANY
		GUARANTOR HOLE ACORESS (STREET, CITY, STATE AND ZIP CODE) nted, please SIGN and date the Personal Guaranty section and provi
	your home address.	the place of the relation of the control of the second and provi
	·····	
541848470		
FEDERAL EM	PLOYER NDENTIFICATION # (& SOCIAL BECUB	ITY NUXBER for SOLIS PRENTITION A
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•	Step (). Attach a <u>PRE-PRINTED</u> V	Indad Check
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THE E-MAIL, PLE	Lease to tod by an e-mail <u>and</u> you are com Ase <u>do not</u> complete steps 1-4 above.	PLETING THE ELECTRONIC ACCEPTANCE PROCEDURE OUTLINED IN

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#### LEASE NO: 001 - 006750391 - 007

<u>A. Lease: Acceptance and Commancement: Term: Rent:</u> 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 onetime charges for services rendered in connection with the Products. Services may include delivery and Installation fees, or similar services ("Services"). The Time charges for services rendered in connection with the Products. Services may include delivery and installation test, or similar services ("Services"). The Products will be desmed interocably decepted for purpasses 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 1", 5", 0", 13", 17" or 21" 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 Delt Computer Corporation ("Delt") under the "Total Selisfaction Return Policy" (the "Policy"), which Policy can be found at <u>www.delt.com</u>, within 30 days after shipment from Dell and in the candition and manner required by Dell under the Policy", the Lease obligations associated with these respired due to the the Products with terminate, you are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete delaits regarding the Policy. If payments are due is arrears, the first fact payment is due lithing (SO) days after the Commencement Date. If payments are due in advance, the first Rent payment is due lithing (SO) days after the Commencement Date. If payments are due in advance, the first Rent payment is due an the Commencement Date. Added to the first payment of Rent shell be a provated portion of Rent calculated based on a 30-day month or 80-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 statent above. You will make all payments required under this Lease to us at the address we speakly 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 cannection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount vill not result in more than a 16% increase to the Rent puymon: 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 dua date, you will pay us a lato charge equal to the greater of (i) 5.00% of the ute payment or (ii) 829.00 for each late payment (or if tess, 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 ("Gupply Contract") will any Supplier, you asign your rights but not your obligations (other than the obligation to pay for the Products of accepted by you under this Lease) effective prior to the passage of title by the Suppliar to you. <u>B. Location: Han: Alterations: Inspectiont</u> You will use the Products solely at the location specified in the Leage, or if none is specified, at your billing address. Except for temporary relocation of leptop personal computers, you may not move the Products without our prior written consent, which shall not be

address. Except for temporary reboation of lipitop 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 socordance with the end user license terms of the applicable software (coanse agreement ("Deense"). You may make additions or improvements to the Products unless the addition or improvement would violate any Loopac, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the and 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 ardinary waar and tear); and, (iii) the removal does not Violate any License of rendes the Products inception of use of operation. All additions or improvements not removed will become our property at no coast 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 not and any license. time with prior notice.

time with prior notice. **B.** <u>Tiffer quilet Entryment: Personal Property: Filling</u> We are the owner of and will held title to the Products. You will keep the Products free from any and ell liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfore with your quiet use and enjoyment of the Products during the Lease and claims. So long as you are not in Default under the Lease, we will not interfore with your quiet use and enjoyment of the Products during the Lease are form or any renewol 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 deamad to be a loase intended for security under UCO Article 9, you grant us a purchase money security interest in the Products (including uny replacements, subcilitutions, attachmente and proceeds). You attributize us to file a copy of the Lease as a UCC-1 financing efatement (UCC-1) and hereby appoint us or our dealgnee as your attornay-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to a use filling and other doctinentation costs.</u> Z. Loss or Demange: From the time the Products ("coss") from uny cause at al, whether or not the Lease to verify the responsible for any loss, theff, damage to or destruction of the Products ("coss") from uny cause at al, whether or not the Lease to verify you will either (a) repair the Products on 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 or the remutation and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the seame and equal or greater cospability with clear title thereto in us; or unesting used and the seam of the base for all epider the lease. Including unpair the products at the sum of the antifaction or (b) replace the Products with like products in good condition and repair and of 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 smount of (c) above to us, we will bansfer to you our increast in the Producte, "As-Is-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

Be. Instrance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) properly insurance against the loss or theft of an damage to the Products, for their full replacement value naming us as leas payee and (b) public itability 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 to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Leave Term. The cost for a chipman due to be the hard the hand, all taxes (local, state and faderai), finds or penalties which may now or hereafter be <u>9. Taxes:</u> You will pay when due, silter d rectly or to us on demand, all taxes (local, state and faderai), finds or penalties which may now or hereafter be

imposed or levied upon the Lease and the Products, exoluting taxes on our net income. We do not have to contest any taxes, fines or penalities. We may, at our option, charge you a illuidated monthly personal property management fee, to be added to Rent payments owed under this Lease.

our option, charge you a ilquidated monthly personal property management (a), to be added to Rent payments owed under this Loase. 19. 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 itmited to cables, power code, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and lear excepted) to any pieco in the continental United States that we third. Upon your return of the Products, you agree that your license (ordinary wear and lear excepted) to any pieco in the continental United States that we third. Upon your return of the Products, you agree that your license (ordinary wear and lear excepted) to any pieco in the continental United States that we third. Upon your return of the Products, you agree that your license (ordinary wear and lear excepted) to any pieco in the continental United States that we third. Upon your return of the Products, you agree that your license (ordinary wear and lear excepted) to any pieco in the continental United States that we there. Upon your return of the Products, you agree that your license (ordinary wear and lear excepted) to any pieco in the continental United States that we the close of the Operating System contexes that agree terminates and you well either (i) return of the products, printed material, cartificates of authenticity and unedia (the "Operating System Software (Kt") or (ii) dealray all copies of the Cherating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for detertaling, paolong and shipping and you will insure the Products for the full replacament value during shipping. You will immediately pay us or demand the cease and expanses of all missing or domaged Products. 11. <u>Purchase Option: Automatic Ranewsit</u> if no Default exists under the Lease, you will have the option at the end of the Lease. Term to pu

determined by us, plus any spalicable laxes. Unless the Purchase Option price and the story of the reducts at the section of the reducts of the purchase of the purchase of the reducts of

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on the last day of the Lease Term, this Lease will automationally renew for an additional ninety (90) day term and thereafter on a continuing month to month hasts 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 anounts which may be due hereunder, we will transfer our interest in the Products to you "AS-IS-WHERE-IS", without any warranty whatebaser, and the Lease will terminate.

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, 13. 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 transfor the Lease and our rights in the Products. You agree that the transferes will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferes 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; (b) you become inscient, you desolve or are dissolved, you easign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bandruptory or off or creditors or entering into the Lease; (c) you or any Guarantor provide us incorrect or unicus information regarding any material matter in connection with your application for credit or entering into the Lease; (c) if this Lease has been guaranteed by schecing other than you, any guarantor of the Lease day, dues not perform its obligations under the Guaranty or becomes subject to one of the credit is due case; (a) we may observe or leave any agreements that we have endered less if a Default course, you may do one or more of the following: (a) we may cancel or forminate the Lease or any agreements that we have endered less if the vertex is default actions of the following in the vertex is the fault or clear any agreements that we have endered less of the rest any agreements that we have any offer of actions in the vertex is default or the rest of the torus of the cleare or any agreements that we have any actions of the fault or clear any agreements that we have any actions of the fault or clear any agreements that we have any actions of the fault or clear any door or any clear to a the fault or clear any agreements that we have a comparison of the clear any agreements that we have any actions of the fault or clear any agreements that we have any actions of the fault or clear any agreements that we have a comparison of the clear any agreements that we have a clear and the set on a present or actions of the clear any agreements that we have a clear and the set on a present or clear any agr

14. Bemedias: 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 ordelt; (b) we may require you to pay its, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Vittle calculated under Section 7 plus (ii) any costs and expanses (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 peacatuly reposes the Products without court order; and you vill not make any calma against us for trespase, damages or any other reason and (a) we may exercise any other right at taw 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 set 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.

1.5. Indemnity: You are responsible for losses, damages, panalities, claims, costs (including altorneys) fees and expenses), actions, sulls and proceedings of every kind, (collective) "Claims") whether based on a liberry of strict liability or charwise caused by or related to this Lease or the Products, (including any defects in the Products). You will reimburge us for, and if we request defend to signify any claims.

19. Arbitration: Either party to this Lesse may phace to have any dispute, claim, or controversy arising from or releting to this Lesse, any prior agreement or lesse balween the parties, any application or solvertisement releted to this Lesse or the validity of this arbitration clause or the antire Lesse, resolved by kinding arbitration pursuant to the Commercial Arbitration Rules of the Anertican Arbitration Association. If such rules conflict with two erbitration agreements handle control. This arbitration agreement handle control, 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 jurisdictum. Any arbitration award in excess et \$100,000 made pursuant to this arbitration agreement truey 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 undarstand that they may choose arbitration instead of filligation ar arbitration as provided herein. The parties agree arbitration in accord with this Lesse, No class action or request for ratio arbitration greement, you shall not have the right to participate in arbitration greement, 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 claputes, may be subject to binding arbitration in accord with this base, No class action or request for ratio may be subject to binding arbitration of any class of clasments pertaining to any clasming from or relating the participate or paresimation and enderstand that the contrary, we way as a representative or a intermined by the Products or to foreclase on the Products. Such indication relating to the arbitration adverse and understand that the arbitration of a court proceedings as a rapresentative or a intermined by the relating in the state and that the contrary, we relating to the parties agree and understand that the arbitratore s

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 eigning this toase 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 Manual Volume 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 INDER 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 notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, pastage prepaid, facstmille or electrohically leansmitted, addressed to the respective address given above or to a substitute address epscified 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 differentiation of the base be applied to wait or any provision. If any portion of this Lease is a deamed invalid, it will not affect the batance of this Lease. It is the express intent of both of us not to violate any usuary laws, or to exceed the maximum smount 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 insturity and the remaining payments will be refunded to you.

BSD Page 4 of 4

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ONSITE

#### LEASE NO: 001 - 006750391-007

Financial Services

Attachment A

Company No: 05

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

Product Location 832 N HENRY ST	(Jeneral Product Description/Supplier/Quantity Dell Order #421702996	
ALEXANDRIA	Description	Quantity
VA	2,8GHz/1MB Cache, Xeon, 800MHzFront Side Bus for PowerEdge SC 1420	6
22314	2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus	6
	Xeon for PowerEdge SC1420 1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge SC1420	6
	Keyboard, 104 Key, US, NMB, LC, MG	6
	No Monitor Option	6
	80GB, SATA, 1 Inch, 7.2K RPM Hard Drive for PE SC	8
	No Floppy Drive	6
· · ·	No Operating System, For Dell PowerEdge Servers, No Windows 2000	6
	Logitech PS/2 2-button Mouse with Scroll, PowerEdge	6
	On-Board NIC	6
	48X, Compact Disk Drive, 680M I, Helf Height, Black, for	6
	PowerEdge SC	v
	Electronic Documentation and OpenManage CD Kit, PowerEdge SC1420	6
·	Hard Drive Configuration #1 MotherBoard SATA, No RAID for PowerEdge SC1420, 1 SATA Hard Drive	6
	Premier Enterprise Support - SILVER-Premium Services 3 Years	0
	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	8
:	On-Site Installation Declined	6
832 N HENRY ST	Dell Order #421533649	Ŷ
ALEXANDRIA	Description	Quantity
VA 22314	2.8GHz/1MB Cache, Xeon, 800MHzFront Side Bus for PowerEdge SC 1420	2
	2nd Processor, 2.80Hz / 1MB Cache, 800MHz Front Side Bus Xeon for PowerEdge SC1420	2.
	1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge SC1420	2
	Keyboard, 104 Key, US, NMB, LC, MG	2
	No Monitor Option	2
	BOGB, 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 On-Board NIC	2
		2
	48X, Compact Disk Drive, 680M (, Half Height, Black, for PowerEdge SC	2

Ø 005

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

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

#### . <I-- MSG\_ID:2 -->DFS Development/Dell Financial Services

Page 1 of 1

Lease Quote# :
Date:
Customer:
Business Unit:

8601859
06-08-2005
ON-SITE SOURCING INC
None

Company NUMBER:
Sales Rep:
Lease Rep:
Lease Rep Admin:

05 ADAM WEEDY ZACHARY WEIGEL SYS ADMIN

	Recalc		
Lease Type Fair Market Value	•	Order Total Amount	\$12,458.00
Term 24 months	stand.	Financed Sales Tax 🖓	\$.00
Current Rate for		Shipping Cost 🕅	\$160.00
this Order Size 19.87%		Documentation Fee	\$75.00
		Walve Documentation Fee	\$.00
Prior Rates for this Order Size		Į į	
		Down Payment	\$.0
Payment Cycle @ Monthly		Total Financed	\$12,691.0
Payment Cycle @ Monthly		Annual Property	\$416.2
O Quarterly		Management Fee 🗹	
Advance/Arrears Arrears		Monthly Payment	\$547.9
. — .		Monthly Sales Tax	\$29.1
Advance 0 Payments 0 Remaining 24		Monthly Property Management	\$34.6
Paymonts 24		Total Monthly Payment	\$611.8
Down Payment 0		Advance Payment	\$.0
Shipping Cost 160		Total Rent Payment	\$13,151.7
		Cost of Financing	\$460.7
Order # Sales Tax Code		Residual	FM
421702996 100 VA - State Tax		Residual Insurance	\$1,588.1
421533649 100 VA - State Tax		Commencement Date	01
		Calculate Interim Rent 🕅	
<u>U</u>		Is MLA?	

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and a standard and a

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Page 1 of 1

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Lease Quote# : Date: Customer: Business Unit:	8601859 06-08-2005 ON-SITE SOURCI None	NG INC	Company NUMBER: Sales Rep: Lease Rep: Lease Rep Admin:	05 ADAM WEEDY ZACHARY WEIGEL SYS ADMIN
	Notes	s for Lease Qu	.ote # 8601859	
Creation Date : 06-JUN	1-2005 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 charaters per note. .

Save Reset

## 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	RI.IM - 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 0.63%) 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 03:29:64 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 = \$532.26
ZACHARY WEIGEL	06-JUN-2005 03:36:52 PM	Special Pricing = 24/FMV, LRF = 4.19388%



http://imsias.us.dell.com:7000/pls/ims/lease.DoLeaseNotes

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6/8/2005

# 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
- D Structured

**Include following information:** 

- **LRF: 4.19388**
- D · APR: 17.93
- o DLRS 1%
- a Monthly Payment (Special Pricing): 532.25
- In (Special Pricing Deal) Is Tax Code 0032 YES or NO
- Down Payment and Monthly Payment (Structured)
   0 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)

a No approval showing (emailing pricing)



Your Darianged to Dell Equipment Funding L.P.

Financial Sorvices

Company No: 05

THIB LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONDENTIALLY MOVED OF DECIDENTIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS, IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTRY AND THE INTO THIS LEASE ELECTRONICALLY, TOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO SUSINESS AND RECAIVE 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 ENGLIGH". WHEN WE USS YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUST DMER WHO IS THE LESSER INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSER, DELL FINANCIAL SERVICES L.P.

FULL LEGAL NAME OF LESSEE		Lease Term (Months) 24	MONTHLY RENT PAYMENTA \$781.44 Asubject to Applicable Tex	MONTHLY PERSONAL PROPERTY MGMT FEEA \$60.00 ^Subject to AppBut Tax	DATE
DBA NAME (IF'ANY) BILLING AODRESS; STREET, O'ITY, STATE. 21P CODE J32 N HENRY ST ALEXANDRIA VA 22314	TYPE OF BUSINESS Corporation	Shipping Ch (MONTHLY 'A Transact shown abov	t = \$17,656 Processing Fee" =\$ argea" = \$120 AENT PAYMENTS / on Processing Fee I e,	i.00 75.00 3.00 ARE DUE AND I 8 (noluded in the	AYABLE IN ARREARS Monthly Rent Payment I thly Rental Payment.
	IENT A	GENERAL PI	ODUCT DESCRIPTIO	N/SUPPLIER	A
GUARANTOR (IF ANY)	BOCIAL SECURITY NUMBER	END OF LEA	SE PURCHASE OPTIO	n FMV	

#### TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-19". 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. YE 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: ENTIBE AGREEMENT: DELIVERY: PLECTRONIC SIGNATURES AND RECORDS. BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECRIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-10, PAGES 1-4) AND ATTACHMENT A OF THIS LEASE; (a) 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 OB JGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFP OR REDUCE SUCH PAYMENTS FOR ANY REASON; (a) YOU AGREE THAT THE PRODUCTS WILL BE LISED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOI ISENOLD PURPOSES; (d) YOU OGIFIEM THAT THE PROSON SIGNING THIS LEASE FOR YOU HAN THE AUTHORITY TO DO BO 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 YO I'S CONFLICTS OF LAWS PRINCIPLES AND TO THE BASE FOR YOU HAS THE CLEOTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE AOT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD YO I'S CONFLICTS OF LAWS PRINCIPLES AND TO THE BATTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE AOT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A THIS JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU GOVE UP RIGHTS TO SPEAL OR CHANGE AWY ADBITRATION. YOU GIVE UP RIGHTS TO SPEAL OR CHANGE AND AGREE THAT THAD BEREFORD BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE AWY ADBITRATION SHALL CONSTITUTE A DEPONT SUBMITTED TO US IS THUE AND COMPACT AND YOU WUBHRSTAND THAS LEASE BY DIGNING THE LEASE OF OR THE INTO THIS LEASE ON COMPLETING THE LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY ALONG WITH AN ACCOMPANYING ELECTRONIC BIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE BY

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4

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LEASE NO: 001 - 006750391 - 008 THIS SIGNED LEASE TO US BY E-MAIL, PACSIMILE 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, NOTWITHS TANDING ANY RULE OP EVIDENCE TO THE CONTRARY, IN ANY HEARING, THIAL OF 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 OF 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 UNFORM 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 OOPIES 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. IN THE EVENT OF COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVER TED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YOU/LESSER, ON-SITE SOURCING INC	99366 Collections Center Doub Fax (5	(6DD) 935-3386 DO) 934-4207 or 12) 245-2028
AUTHOMIZED SIGNATURE:	AUTHORIZED SIGNATURE! (For DFS use City	12) 290-90/4B
Step D. Please sign and dute the YOULESSEE section and prin	PRINT NAME AND TITLE	DATE
	······································	
PERSONAL AND CONTINUING GUAR: This sorroonal antic continuung guizanty ("Buirranty") proteites spocific legal obligations initiated below. When we use the vords we, us and out a successful of the guizanty we men- unconditionality and inverses the successful of the successful of the guizanty we men- unconditionality and inverses the detense available to, or a discharge of, lesson or directly against you without that proceeding egalant Lesses of the Products. You wanted and hored and all other hollows of any kink. You agree that we can renaw, extend or otherwise adornays fees insurred by us in entorcing our rights against you. This is a continuing gun and personal representatives. We may, without atteching your liability breconder, compound or any other tigenzatives of the Products and the Lesse. If more than one person has sign enforced by any usalignes ar successor of our to the sensor skent as we may entored in case other control the Products and the uses and want and any any antoro it. Lessel and mission of the Products and the use and want are we may entored in case other control the products and the uses allow are not estend. This guide the sensor enforced by any usalignes ar successor of our to the sensor skent as we may entore it. Lessel and make other cost in durits is than one person has signed and make other cost in durits in the other than a sensor. This Burnett, the elecon Address the significant of the products and burnet and the case of the sensor skent as we may entore the cased and make other cost in durits in the other stream apelicable. The elecon Address to Assignification and provide by parameters and make the signification and make the signification of the provide by any assigned by any entore of the cased and make other cost in durits in the other stream apelicable. The elecon Address to Assignification and provide by the paradement is.	ANTY OF LEAGE NO. 901 - 009760391-008 I. Whon we use the words you and your in this Gustanty will no the Lessor Indicated in the Lesse, in consideration of pl payment and parformance of all obligations of Lesses in you. You careed, including (no so of pickest, meaniment is a modify the farms of the Lesse without alabasing you. You of any this tarms of the Lesse without alabasing you. You of any this region and the Lesse without alabasing you. You of any this regions any rights against Lesses or the Products or you d this Guranny, ooch of you agraes that its listilly to join any You authorize us or any of our affiliates to obtain areadt burger You authorize us or any of our affiliates to obtain areadt burger You authorize us or any of our affiliates to obtain areadt burger You authorize us or any of our affiliates to obtain areadt burger You authorize us or any of our affiliates to obtain areadt burger You authorize us of any of our affiliates to obtain areadt burger TRONIO SIGMATURES IN GLOBAL AND NATIONAL COMS	Thean the paraonal guarantore our entoing into the Lease, you for the Lease, you for the Lease, you for the Lease, reaction and demand, notice of acceptance ill pay all our expenses including all bird your neue, administratine You concern to the francist, tells is event. This Guaranty may be insports regarding your personal list, Wirkdur Regarding To 170 ERCE ACT. YOU BKPRBBSLY
Opto: (Date Signod)	GUARANTOR SOOIN, SECURITY NUMBER	
BY SIGNATURE INDIVIDUAL GUARANTOR (ND TITLE)	OVARANTON HOME ADDRESS (STREET, CITY, STATE	AND ZIP CODE
Step ②. If your name is pre-p provide your home address.	printed, please <u>\$10N</u> and date the Person	I Guaranty section and
541648470 FEDERAL EMPLOYER IDENTIFICATION # (or social secure Step (D). If your FEI number la not pre-printed, you MUST prov	ny Kumara & Solbfropristons)	
Please attach a cop	by of a VOIDED CHECK here.	
Step ④. Allach a <u>PRE-PRINTED</u> V	olded Check	3
IF WE SEND THIS LEASE TO YOU BY AN E-MAIL <u>and</u> you are com The F-Mail, please <u>do not</u> complete steps 1-4 above.		Cedure outlined in
BSD Page 2 of 4	, ,	Yar0801 Mod8.42stlease

3. Lease: Acceptance and Commansement: Term: Hant: 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 and ended in connection with the Products. Bervices may include delivery and installation fees, or similar services eoftware (the "Products") described in Attachment A to his Lease on the terms and conditions anown in this Lease, which respond to services, we will be free or satisfiar services in ance one-time charges for services readered in connection with the Products. Bervices may include delivary and installation fees, or similar services "("Services"). The Products will be deemed inevocably accepted for surposes of this Lease five (5) days after sittpriant from the Suppliar (the "Acceptance Date"). This Lease will begin on the Commencement Date set of the Commencement Date as the closest 1<sup>44</sup>, 3<sup>46</sup>, 9<sup>47</sup>, 3<sup>47</sup>, 17<sup>47</sup> or 21<sup>41</sup> of the month following the Acceptance Pate (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 Dall Computer Corporation ("Dell") under the "Total Satisfaetion Return Policy" (the "Policy"), which Policy can be found at www.datl.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 incose responsive 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 arreare, the first Rant payment is due that bay after the Commencement Date. If payments are due in advance, the first Rant payment is due on the Commencement Date. Subsequent payments of Rent ere due on the same day of each subsequent month if there is no such day). You agree to pay us the Rent of the the the month of the Lease Term stated ebove. You will make all payments are due on the same day of each subsequent month of the actual payments of Rent ere due on the acceptance or the Commencement Date. Subsequent payments of Rent ere due on the acceptance for will pay and the subsequent month if there is no such day). You agree to pay us the Rent for the number of mo

payment allocol above intervention of a solution to the termination of the production of the second of the second

Work and 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. <u>§. Title: Quiet Enforment: Parannel Proparty: Filling:</u> We are the owner of and will hold title to the Products. You will keen the Products (ree from any and all liene, encumbrances and claims. So long as you are not in Osfauli under the Lesso, we will not interfere with your quiet use and enjoyment of the Products during the Lease Torm or any renewal term. Unless the Purchase Option 1s 1, you agree that this transcolon is Intended to be a true lease under UCC Article 2A. However, if this transaction is deemad to be a tease 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 autherize us to file a copy of this Lease as a UCC-1 transcing statement (UCC-1) and hereby appoint us or our designed as your attorney-in-fact to align on your benait and to file 1/CC-1's covering the Products. You agree to pay a one-time Transaction Processing Fae to dover our costs for such filing and other documentation costs. <u>To case or Parmenes</u>: From the time the Products re-delivered to a carrier for shipmont to you until their return to us, you are required to make all payments under the Lease even if there is a Loss. You must notify and object in by insurance. You are required to make and of the same manufacture and qual or greater capacity and opability, with claim tile theres in the products with tile products a tead of the area of the pay are to good condition and very lose including unput the same manufacture and qual or greater capacity and opability, with claim tile theres in the same manufacture and opating the inster to an estate the tease form plus our estimated value of our residual interest in the same manufacture and opay and or greater to our satisfacti implied, litebuding warranty of merchantability or fitness for any particular purpose.

Includ, inducing warrang or meronantability of liness for any particular purpose. <u>B. Insurance</u>: For the Lesse Term set farth 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 payse and (b) public liability and third party property damage insurance naming us as an additional insurance. All insurance shall be in a form and amount and will companies satisfactory to us and will provide that we will be given thirly (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or cartificates 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 ob ain such insurance covering our intercet in the Products for the Lesse Term. The cost for each insurance will be an additional amount due from you under the Lesse.

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

The second secon Producte

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 as (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 parket 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 feast ninety (80) 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 leat day of the Lease Term, this Lease will automatically renew for an additional ninety (80) lay larm and thereafter on a BSD

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continuing month to month basis until you give us thirty (30) days notice and deliver the Products lo us. Ouring such renewal terms, the Bant payment will remain the same. If the Fair Market Value Purchase Option has been selected we will use our reasonable judgmont 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 amounte which may be due hereunder, we will remater 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 SUB: EASE 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 transfered 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 oldim, defense, or seton that you may have against us.

18. Default: Each of the following is a default ("Default") under the Lease: (a) you tall to pay any Rent or any other payment within 10 days of its due dute; (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; (d) you become insolvent, you discolve or are dissolved, you assign your assets for the benefit of your craditors or enter voluntarily or involuntarily any bankruptory or other raorganization proceeding; (d) you or any Quaranter provide us incorrect or untrue information regarding any material matter in connection with your application for oradil or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guaranter of the Lease dies, does not perform the obligations under the Guaranty or bacomes subject to ono of the events listed to clause (o).

or the avails listed in clause (c). <u>14. Remediest</u> if a Default occura, 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 dredit; (b) we may require you to pay ue, 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 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 penalty, a without court order and you will not make any claime against us for trespass, damagee or any other reason and (e) we may proceed lify reposses the Products without court order and you will not make any claime against us for trespass, damagee or any other reason and (e) we may service any other right at law or in equity. You agree to pay ell of our costs of enforcing our rights against you, including treate and apply the net proceeded (after we have deducted our costs related to the cale and disposition) to the amounts that you owe us. You agree that it notice of a safe is not also is not be given, 10 days notice will constitute (canonable notice. You will remain respingible for any amounts that ere due draw thave applied euch net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including atterneys' fees and expenses), actions, suits and processings of every kind, (collectively "Claims") whether based on a theory of suits into inability 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.

Products, (including any defects in the Products). You will reimburse us for, and if we request detend us deglant, any Cloims, the parties and and any defects in the Products). You will reimburse us for, and if we request detend us deglant, any Cloims, the parties any application or advertisement related to the Lease or the validity of this additation datase or the entire Lease, received by binding arbitration pursuant to the Commercial Arbitration Plues of the Amorican Arbitration Association. If such rules conflict with this arbitration agreement, howaver, then the terms of this arbitration agreement are accessed by the Amorican 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.* Judgmant upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to the amard rendered appealed by the party against which the award is maded. Such appeal will be a de avo arbitration proceeding bofore threa applications, and will other leave including, but not imited to, all contract, tort, and property disputs may be subject to resolve their disputes including, but not imited to, all contract, tort, and property disputs may be subject to binding arbitration or in court proceedings ex representative or a member of any class of damants patients) to any be subject to binding to mark related to the constructions or in a court proceedings ex a representative or a member of any class of damants patients or use greee and understand that all disputes arbitration are applicated or in court proceedings ex a representative or a member of any class of damants patients or any claim arbitration and property disputs may be subject to binding to any claim arbitration and relations and understand that all disputes arbitration are applied to the classe. No class action or reputing to relation as provided herein. The parties agree and understand that all dis

17. Einanos Lessei You agree that if Article 2A of the Uniform Commarcial Oode applies to this Lesse, this Lesse will be considered a "finance lesse" as defined by Article 2A and by signing this Lesse you acknowledge that either (1) you have received, reviewed and approved the Supply Contract(a) for the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warrantics under the Supply Contract(a) for the Products and you may contact the Supplier of the Products for a description of these rights and warrantics. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH HESPECT TO A DEFAULT BY LESSOR UNDER THIS LESSE.

18. <u>Miscellaneous</u>: You agree that the terms and conditions of this Lease make up the entitle agreement between you and as regarding the lease of the Producte, 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 survice termination of this Lease. All onlines inder this Lease will be given in writing and will be considered given when deposited in the U.S. mail, polage prepaid, facability endowing a dataset of the chars. Any other the transmitted, address of the chars. Any change in the termination of this Lease, and will be considered given when deposited in the U.S. mail, polage prepaid, facability endowing a dataset of the other. Any feilure of pure that produce the termination of this case is deamed invelid, it will not address effective a consent or waiver of any other provision in this Lease will not be construed as a consent or waiver of any other provision in the same or any provision. If any portion of this case is deamed invelid, it will not affect the balance of this base. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of the price differential, or interest as applicable permitted to be darged, or collected under applicable taw and any such excees 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 Lesso No: 001 - 006750391-008 between DELL FINANCIAL SERVICES L.P. as Lessor and ON-SITE SOURCING INC as Lesses

Product Location 834 N HENRY ST	General Product Description/Supplier/Quantity Deli Order #441277813	
ALEXANDRIA	Description	Quantity
VA	2.8GHz/1MB Cache, Xeon, 800MHzFront Side Bus for	1
22314	PowerEdge 2850	<b>1</b> '
	2.8QHz/1MB Cache, Xeon, 800MHzFront 8ide Bus 2nd	1 1
	processor for PowerEdge 2850	1 ·
	4GB DDB2 400MHz (4X1GB) Single Ranked DIMMs	1
	No Keyboard Option	
	No Monitor Option	
	Risor, ROMB, PCI-X, PE2850	1
	79GB, U320, SCSI, 1IN 10K, PE2850	1
	Embedded RAID - PERC4 Embedded Integrated	
	No Floppy Drive	1
	No Operating System, Microsoft	1
	Mouse Option None	[ 1
-	Dual On-Board NICS ONLY	1
	24X IDE CO-ROM	1 1
	Bezel (or PE2860	1 1
	1x8 Hard Drive Backplane PE2850	1
	Electronic Documentation and OpenManage CD Kit, PE2850	1 1
	73GB,U320,SCSI,11N 10K,PE2860	1
	MR1, ROMB RAID 1, Drives attached to PERC401, PE2850	1
	Reck Chassis w/Versarall RoundHole-Universal for 3rd-	1
	party racks, PE2850	
	Redundant Power Supply With Straight Cords, No Y-Cord	1
	PE2850	
	Premier Enterprise Support - Complex Resolutions	1
	w/AdvancedSoftware Support - 3 Pack - Exp. 3 Years	
	Premier Enterprise Support Service Gold Welcome Letter Premier Enterprise On Demand Engineer Dispatch	1
	Severily 1 Three Years	1
	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
	Hesponse, Two Years	
	Premier Enterprise Support - Gold - Premium Services, 3	1
	Years	1 '
	On-Site Installation Declined	1
	Yes	
834 N HENRY ST	Dell Order #441270834	
ALEXANDRIA	Description	Quantity
VA	2.8GHz/1MB Cache, Xeon, 800MHzFront Side Bus for	1
22314	PowerEdge 2850	
	2.8GHz/1MB Cache, Xeon, 800MHzFront Side Bus 2nd	1
	processor for PowerEdge 2850	
	4GB DDA2 400MHz (4X1GB) Single Ranked DIMMs	1
:	No Keyboard Option	1
	No Monitor Option	1
		Ver0801 Mod8.42stlesse
		1

Riser, ROMB, POI-X, PE2860 73GB, U320, SCSI, 1IN 10K, PE2860 1 Embedded RAID - PERC4 Embedded Integrated No Floppy Drive 1 No Operating System, Microsoft Mouse Option None **Dual On-Board NICS ONLY** 1 24X IDE CD-ROM Bezel for PE2860 2+4 Split Backplane Daughtercard 4 Electronic Documentation and OpenManage CD Kit, PE2850 1 73GB,U320,SCSI,1IN 10K,PE2850 1 MR1R6, ROMB RAID 1/FIAID 5 Drives attached to PERC4el 1 PE2850 Rack Chassis w/Versarall 1 RoundHole-Universal for 3rdparty racks, PE2860 Redundant Power Supply With Y-CORD and Straight Cords 1 PE2850 146GB,U320,SCSI,1IN 10K,PE2850 1 146GB,U320,SCSI,1IN 10K,PE2860 1 146G8,U320,SC8I,1IN 10K,PE2850 1 Premier Enterprise Support - Complex Resolutions 1 w/AdvancedSoftware Support - 3 Paok - Exp. 3 Years Premier Enterprise Support Service Gold Welcome Latter 1 Premier Enterprise On Demand Engineer Dispatch 1 Severity 1 Three Years Type 2 Contract Same Day 4HR Parts and Labor On-Site 1 Rosponse, Inillal Year Type 2 Contract Same Day 4HR Parts and Labor On-Site 1 Response, Two Years Premier Enterprise Support - Gold - Premium Services, З 1 Years **On-Site Installation Declined** 1 Dell Order #441215235 Description Quantity 2.8GHz/1MB Cache, Xeon, 800MHzFront Side Bus for 1 PowerEcige 2850 2.8GHz/1MB Cache, Xeon, 800MHzFront Side Bus 2nd 1 processor for PowerEdge 2850 2GB DDR2 400MHz (2X1GB) Single Ranked DIMMs 1 No Keyboard Option 1 No Monitor Option 1 Riser, ROMB, PCI-X, PE2850 73GB, U320, SCSI, 1IN 10K, PE2850 1 Embedded RAID - PERC4 Embedded Integrated No Floppy Drive 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 Daughteroard 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 PERO4ei 1 PE2850 Rack Chassis w/Versarall RoundHole-Universal for 3rd-1 party racks, PE2850 Redundant Power Supply With Y-CORD and Straight Cords 1 PE2850 146GB, U320, SCSI, 1IN 10K, PE2850 1

834 N<sup>-</sup>HENRY ST ALEXANDRIA VA 22314

•	LEASE NO: 001 - 006750391 - 008	1
	146GB,U320,SCSI,1IN 10K,FE2850	
	146GB,U320,9CSI,1IN 10K,PE2850	
	Premier Enterprise Support - Complex Resolutions w/AdvancedSoftware Support - 3 Pack - Exp. 3 Years	1
	Premier Enterprise Support Service Gold Welcome Letter	1 1
	Premier Enterprise On Demand Engineer Dispatch Severity 1 Three Years	1
<i>.</i>	Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Initial Year	1
	Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Two Years	1
	Premier Enterprise Support - Gold - Premium Services, 3 Years	1
	On-Site Installation Declined	1 1

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DELL	AUTOPAY AUTHORIZATION FORM [405]
Financial Services	Business Accounts
CTION 1: LEASE INFORMATION	
case list the Lease account number(s) for the Lease(s) that y	ou would like to place on the Autopay service:
ase number (exactly as it appears on your Lease);	
ane on the Bank Account to be debited (must match name o	nf the Lossee on the Louise):
britaet Name:	
mall Address:	
BCTION 21 BANKING INFORMATION ne hank account must be a commercial account. If your bi at of the Lesses, please contact Customer Service at <u>http://c</u>	usiness uses a non-commercial bank account or if the name on the account differs from <u>(fx.us.dell.com/Service/</u> or 877-577-3355.
ank Addrossi	Bank State: Bank Zip:
ank City:	Account Number
BA Routing #:	
P., its agonts and assigns (collectively "DPS"), to initiate a case(s). Including Rent, applicable taxes, shipping charge arrant to DPS that the above account is a commercial acc	theo and is offered at no additional cost to you. You authorize Dell Financial Services debit entries in the bank account identified above for amounts due and owing under the s, and in enso of a default, the full amount due under the Lease. You represent and count established in connection with your business and nit for personal, family, or
his Autopay service is established solely for your convenies P., its agents and assigns (collectively "DFS"), to initiate a case(s), including Rent, applicable taxes, shipping charge arrant to DFS that the above account is a commercial acc puscifield purposes. You consin responsible for making pe idition, if funds are not available when a payment is due, curred for every unsuccessful debit attempt. The transa loating House of the Federal Reserve and may be governe odilied by DFS at any time without notice. THUS AUT	debit entries in the bank account identified shows for amounts due and owing under the s, and in case of a default, the full amount due under the Lease. You represent and
his Autopay service is established solely for your convenies P., its agents and assigns (collectively "DFS"), to initiate a case(s). including Rent, applicable taxes, shipping charge arrant to DFS that the above account is a commercial acc puscified purposes. You remain responsible for making pe idition, if funds are not available when a payment is due, curred for every unsuccessful debit attempt. The transa learing House of the Pederal Reserve and may be governe odilied by DFS at any time without notice. THIS AUT ROVIDE WRITTEN NOTICE OF ITS TERMINATION	debit entries in the bank account identified prove for amounts due and owing under the s, and in case of a default, the full amount due under the Lease. You represent and count established in connection with your business and not for personal, family, or syments to DFS if the funds cannot be automatically debited from your bank account. In you agree to pay DFS any late charges due under the Lease as well as any expenses ctions made pursuant to this authorization form are initiated through the Automated of by the rules of the Automated Clearing House. These services may be terminated or WORIZATION WILL REMAIN IN FULL, FORCE AND EFFECT UNTIL YOU
his Autopay service is established solely for your convenies P., its agents and assigns (collectively 'DFS''), to initiate a case(s). including Rent, applicable taxes, shipping charge arrant to DFS that the above account is a commercial acc nuscludit purposes. You remain responsible for making pe idition, if funds are not available when a payment is due, curred for every unsuccessful debit attempt. The transa- learing House of the Federal Reserve and may be governe odified by DFS at any time without notice. THIS AUT ROVIDE <u>WRITTEN NOTICE</u> OF ITS TERMINATION PPORTUNITY TO ACT.	debit entries in the bank account identified prove for amounts due and owing under the s, and in case of a default, the full amount due under the Lease. You represent and count established in connection with your business and not for personal, family, or syments to DFS if the funds cannot be automatically debited from your bank account. In you agree to pay DFS any late charges due under the Lease as well as any expenses ctions made pursuant to this authorization form are initiated through the Automated of by the rules of the Automated Clearing House. These services may be terminated or WORIZATION WILL REMAIN IN FULL, FORCE AND EFFECT UNTIL YOU
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his Autopay service is established solely for your convenies P., its agents and assigns (collectively "DFS"), to initiate a case(s). including Rent, applicable taxes, shipping charge arrant to DFS that the above account is a commercial acc onscioled purposes. You remain responsible for making pr liditon, if funds are not available when a payment is due, curred for every unsuccessful debit attempt. The transmi- learing House of the Federal Reserve and may be governe odified by DFS at any time without notice. THIS AUT ROVIDE <u>WRITTEN NOTICE</u> OF ITS TERMINATION PPORTUNITY TO ACT. ated:	debit entries in the bank account identified shove for amounts due and owing under the s, and in case of a default, the full amount due under the Lease. You represent an count established in connection with your business and not for personal, family, o ayments to DUS if the funds cannot be automatically debited from your bank account. It , you agree to pay DFS any late charges due under the Lease as well as any expense citions made pursuant to this authorization form are initiated through the Automate d by the rules of the Automated Clearing House. These services may be terminated or MORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU ON TO DRS SO AS TO ADITORD DFS AND YOUR BANK A REASONABLE Customer Name



Financial Survices

JEFFREY FEHRMAN ON-SITE SOURCING INC 832 N HENRY ST ALEXANDRIA, VA 22314 JUNE 23, 2005 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:

÷D-

- Step O 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 contion 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 ( Attach a copy of a Pro-Printed VOIDED CHECK to the space provided on Page 2 of 4,
- Step (5) After completing steps 1 through 4, FAX <u>ALL</u> 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 volded 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 Deli Financial Services. If you have any questions regarding the enclosed documentation, please feel free to call me.

800-955-3355

## 

Lease Related:	Your DFS Lease Number is: 001 - 006750391-008	
Equipment Related:	Your DELL Customer Number Is: 7136695	
Equipment Related:	For equipment support or questions call Dell Computer Corporation at (88)	560-8324

View www.Dell.com/Support for your order status once your Lease paperwork is complete of call (800) 679-3365

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 way applicable taxes and/or fees.

Ver0801 Mod8.42stlcase

MSG_ID:2	DFS Development/Dell Financi	al Services		Page 1 of 2
		Company NUMBER:	05	
Lease Quote# :	8648815	Sales Rep:	AD <sub>4</sub>	M WEEDY
Date:	<b>06-23-</b> 2005	Lease Rep:	ZAC	HARY WEIGEL
Customer:	ON-SITE SOURCING INC	Lease Rep Admin:	SYS	ADMIN

## Business Unit: None

		2	Re
\$17,955.0	Order Total	뗿	Lease Type Fair Market Value
	Amount	• •	Term 24 months
\$.0	Financed Sales Tax ☑		rrent Rate for his Order Size 19.87%
\$126.0	Shipping Cost 🗹		(e)
\$75.0	Documentation Fee ☑		rior Rates for his Order Size
\$.0	Waive Documentation		0
	Fee []		ayment Cycle () Monthly
\$.o	Down Payment		Quarterly
\$18,156.0	Total Financed		ance/Arrears Arrears
\$600.0	Annual Property		Advance Payments
	Management		Remaining Payments
	Fee 🗹		own Payment 0
\$782.9	Monthly Payment		Shipping Cost 126
\$41.6	Monthly Sales Tax		Order # Sales Tax Code
\$50.0	Monthly		441277813 100 VA - State Tax 441270834 100 VA - State Tax
	Property Management		441215235 100 VA - State Tax
\$874.5	Total Monthly Payment		
\$.0	Advance		
<b>4-0</b> -0 - 0	Payment		
\$18,789.8	Total Rent Payment		
\$633.8	Cost of		
	Financing		
· FM	Residual		
\$2,289.	Residual Insurance		

http://lmsias.us.dell.com:7000/pls/lms/new\_lease.Quote\_calc\_form?iStatelD... 6/23/2005

MSG_ID:2 DFS Development/Dell Financial Services .		Page 2 of 2
	Commencement Date Calculate Interim Rent 🗹 Is MLA? 🗌	01
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Copyright Dell All rights reserved	ll Financial LP. 1996, 1997 d Version Date: 11061998	· · ·
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http://lmsias.us.dell.com:7000/pls/lms/n	ew lease.Quote cale form?iState1	D 6/23/200

MSG_ID:2;</th <th>&gt;DFS Development/Dell Financ</th> <th>ial Services</th> <th></th> <th>Page 1 of 2</th>	>DFS Development/Dell Financ	ial Services		Page 1 of 2
•		Company NUMBER:	05	
Lease Quote# :	8648815	Sales Rep:	AD/	M WEEDY
Date:	06-23-2005	Lease Rep:	ZAC	HARY WEIGEL
Customer:	ON-SITE SOURCING INC	Lease Rep Admin:	SYS	ADMIN
<b>Business Unit:</b>	None			
	20-JUN-2005 Expiry Date : Payment Date			
Start Date :	•			
Lease Status :	RL Status Date :	23-JUN-2005		
Enter in your Note You can only ente	e er in 80 charaters per note.			
Save Reset	-			
list of N	otes			

User	Date and Time	Note	
MICHELLE KROHMER	23-JUN-2005 01:20:56 PM	WKTB - created booking packet and wa	lked 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 o JUN-05 01:20:22 PM	f 013026 on 23-
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 (A stream 0.63%) with 1% DLRS	.19388 LRF -
ZACHARY	23-JUN-2005	***Special Pricing - 24/FMV***	

http://lmsias.us.dell.com:7000/pls/lms/lease.leaseNotes?iStateID=12756185&i... 6/23/2005

WEIGEL	10:01:49 AM	ŀ	
ZACHARY WEIGEL	23-JUN-2005 09:59:06 AM	The CMS credit check. Status: CA	
		ht Dell Financial LP. 1996, 1997	
	All rights r	eserved Version Date: 11061998	
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# 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: o Tax Exempt **Special Pricing** D D Structured **Include following information: LRF 4.19388** a APR 17.93% G DLRS 1%Monthly Payment (Special Pricing) \$761.44 (Special Pricing Deal) Is Tax Code 0032 YES or NO a Down Payment and Monthly Payment (Structured)  $\circ$  1@ and @ Copy "Quote Calculator" D LMS Notes a **u** KeyFile Documents Verified pricing notes in CMS (done by Booking Specialist) 3191-6/24 Approval matches a Approval do not match (emailing pricing)

• No approval showing (emailing pricing)

•	
Dell	

Assigned to Doll Equipment Funding L.P.

Financial Services

.

Your Dell Customer Number 1s: 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 WIGH TO RATER INTO THIS LEASE ELECTRONICALLY YOUR SIGNATURE ON THE ADDOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND HETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WAITTEN IN 'FLAIN ENGLISH'. WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE OUSTOMER WHO IS THE LEASEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSER, DELL FINANCIAL SERVICES L.P.

ON-SITE SOURCING INC		LEASE TERM (MONTH9) 24	MONTHLY RENT PAYMENT^ \$1,304.76 ^Subject to Applicable Yex	MONTMLY PERSONA PROPERT MGMT FEE \$88.32 ~Sulfort to Applic Text		Commencement Date
DEA NAME (IF ANY) DILLING AODRESS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314	TYPE OF BITSINESS Corporation	Shipping Ch (MONTHLY "A Transaoli shown abov	L= \$30,998 Processing Fee' =\$7 argos'' = \$40 RENT PAYMENTS A ON Processing Fee I	1.00 78.00 1.00 NRE DUE AND 9 Included in th	Moi	
	NT A			TTACHMENT	٨	
GUARANTOR (IF ANY)	SOCIAL SECURITY NUMBER	ENUOFLEA	SE PURCHAGE OPTIO	N FMV		

TERMS AND CONDITIONS OF LEASE

NO WARRANTIES: WE ARE LEABING THE PRODUCTS TO YOU "AS-18". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR IL THE WATHERANTIED, WE ARE CONSISTENT THE PRODUCTS ON ASIS' TO BACKNOWLEDGE THAT WE DONOT MANUFACTORE ON 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 MEHCHANTABILITY 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 HECEIVED, 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 OB IGATION 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; (0) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINDIS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGN TURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISPICTION OF ANY COURT LODATED WITHIN THAT STATE AND YOU NATIONAL COMMERGE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOGATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A THIAL BY JURY; (I) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS BET FORTH IN GEGTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION; YOU GIVE UP RIGHTS TO BEEK 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 (9) YOU CONFIRM THAT THE INFORMATION IN ANY OHEDIT APPLICATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (9) YOU CONFIRM THAT THE INFORMATION IN ANY OHEDIT APPLICATION HAAT THE INFORMATION IN ANY OHEDIT APPLICATION HAATERIAL MISRIEPRESENTATION 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 RILECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC SIGNATURE E-MAIL AND YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOU MAY SIGN THIS LEASE BY COMPLETING THE ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE ELECTRONIC GUNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE ELECTRONIC BY E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETING THE SIGNATURE E-MAIL, AND THE ABOR BY COMPLETING THE SIGNATURE E-MAIL, AND THE ABOR BY COMPLETING THE SIGNATURE E-MAIL AND THE ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETING THE SIGNATURE E-MAIL, AND FORWARDING THE DOCOY OF THE LEASE AND RE BY U.S. MAIL, IF YOU DELIVER THIS SIGNED LEASE TO US BY PACSIMILE 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

RBD Page 1 of 4

Ver0801 Mod8A2stlease

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, NOTWITH STANDING ANY AULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, THIAL OF PROCEEDING OF ANY KIND WITH RESPECT TO THIS EASE, WE MAY PRODUCE A TANGISLE 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 COPY, FINIS LEASE TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OF 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. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY. OR CORRUPTION OF THE AUTHORITATIVE COPY. ANY REASON OR AS THE RESULT OF ANY CAUSE, 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.

	Voulledsee: ON-Site Sour(	CING INC		US/LEASOR: Dell Finandal Services L.P. 90355 Collections Carter Drive Chicago, 11, 90893	a Fax(B)	(800) 965-3355 00) 834-4207 01 12) 248-2028
<b>[)</b>	AUTHORIZED SIGNA	TERA		AUTHORIZED SIGNATOVE:	(For DFS use anit)	
	PRINT NAME ANG TH Stor Reputation - Stor Q. Please sh	gn and date the YOU/LESSE	DATE 6/23	PRINT NAME AND THE	NM DFS use on p	DATE
:	·				18750391-009 your in this Guaranty w too. In consideration of a obligations of Lessau and of protest, presentanting of of protest, presentation of a point integritic you. You w etged by your death and se or this Producte or you	mean the personal guarantars our antaring into the lease, you ar the Lease regardines of any foolunt, and that wo can proceed si demeno, nollee of acceptince il by all our systemas including il by all our systemas including to ucchestent to the incrustrators
	or any older disposition of onforced by any assignee credit and make other ores CONFLICTS OF LAWS F AGREE TO ADDITRATIO	f the Products and the Lease. If more to or slipcosted of ours to the same extend di inculnes that wa determine are accus reinciples and to the the strent a NN AS PROVIDED IN PARAGHAPH 18.	nań one peison hus kloned ni us we may enforce li. Y leany. THIS QUARANTY SI PPUOABLE, THE ELECTI	I (INA GUBIERILY, AQČA OF YOU ADIBUL GU BULINCIZO UN OF BIY OF OUT AKULA HALL DE QOVERNEO BY THE INT RONIC RIGNATUREE IN GLOBAL	inai ité ikubility is jaini and ites is obtain credit burse (FRNAL LAWS OF ILLINC AND NATIONAL COM/	coveral. This Guaranty may be reports recording your personal DIS, WITHOUT REGARD TO ITS ERCE ACT. YOU GXPRESSLY
	Delet (Davo Stannil)	INDIVIQUAL QUARANTOR NAME (FRI By BIOMATURE MIDIVIQUAL QUARAN		QUANANTON SOCIAL SECUR		
		Step Ø. If you provide your h	our name is pre-pr	LOUARANTON HOME ADDRESS Inted, please SIGN and		
		LOYER IDENTIFICATIO El number la not pre-printe			5)	
	}− =======   	Please		y of a VOIDED CHI are.	ECK	800 348888 148 24884 748 34474
	 1	Step ①. Atlach	a <u>PRF-PRINTED</u> Vo	olded Check.		
	(F WE SEND THIS L THE E-MAIL, PLEAS	6ase to you by an e-Mail <u>/</u> Be <u>do not</u> complete steps	nd you are comp 1-4 above.	LETING THE ELECTRONIC	ACCEPTANCE PRO	edure outlined in
	B S D Page 2 óf 4				v	ar0801 Mad8.42stlesse

S. Lease: Acceptance and Commancement: Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Altachment A to this Lease on the terms and conditions shown in this Lease. With respect to services, we will only linance one-time onergee for services rendered in connection with the Products. Services may include delivery and installation fees, or similar controller the agrees to service and the terms and conditions are the agrees to service and the terms and conditions. "Sonvices"). The Producta will be deemed irrevocably accepted for purposes of this Loase live (8) days after shiphent from the Buppiler (the "Acceptance Date"). The Lease will begin on the Commandament Date specified on the first page of this Lease, or if no date is specified, you give us the right to inner the Commandament Date as the closest 1", 8", 9", 13%, 17" or 21" of the month following the Acceptance Date (the "Commandament Date specified on the first page of this Lease, or if no date is specified, you give us the right to inner the Commandament Date as the closest 1", 8", 9", 13%, 17" or 21" of the month following the Acceptance Date (the "Commandament Date"). When you reveale the Products, you agree to inspect them promptly and advise us it they are not in good working ardor. If any of the Products are accepted for return by Deil Computer Corporation ("Deil") under the "Total Salisfaction Roturn Palley" (the "Polley"), which Polloy can be found at <u>wow doil com</u>, within 30 days after shipment from Deil and in the condition and manner required by Deil under the Products will terminate. You are responsible for trained to return the Product Polloy, the Lease obligations associated with those responsive Products will terminate. You are responsible for trained to and return the Product the Polloy. If payments are due in anoara, the first Rent payment is due to the thirty (30) days after the Commandament Date. It payments are due in advance, the tirst Rent payment is due on the Dommencement Date. Added to the tirst payment of Rent shall be a norated nonline of Rent calculated based on a 30-day month or 90-day quuter (as appropriate) for the pariod from the Acceptance Date to the shall be a norated nonline of Rent calculated based on a 30-day month or 90-day quuter (as appropriate) for the pariod from the Acceptance Date to the shall be a norated nonline of Rent calculated based on a 30-day month or 90-day quuter (as appropriate) for the pariod from the Acceptance Date to the shall be a norated nonline of Re "Services"). The Products will be deemed irrevocably accepted for purposes of this Lease live (8) days effor shippent from the Supplier (the Commendement bate. In payments are due in advance, the tren rent payment to due on the Commencement Date. Added to the first payment of Rent shall be a prorated particle of the cloud to a 30-day month or 50-day quarter (as appropriate) for the particle from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day of apply subsequent month (or the following day of the subsequent month if there is no such day). You spree to pay us the Rent for the number of months of the Laace Term stated abave. 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) fields above based on ohanges in the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) fields above based on ohanges in the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) fields above based on ohanges in the address we specify in writing. You authorize us to adjust the Rent amount (increase, dailyery, and instagation of the Products, including any inde-up and buyout amount) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment (later above). You was to adjust the Rent amount any fitting Product Cost under for the Rent amount above. If we apply any fitting Product Cost is for the product cost and the rent shared for the rent and a the rent amount with the payment of the advance for the rent at the advance is a fitted above to a share a the advance to allow the tangent apply on the payment and the Rent amount with the tangent apply of the state apply of the state apply of the state apply of the state approximation of the Rent amount with the tangent apply of the state apply and the state apply of the state app Products, including any inde-up and buyout amounte) 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 stown above, if any payment of Rent or other amount psyable 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) \$.00% of the late payment amount or (ii) \$20.00 for each faite payment (or if leas, the highest amount permitted by applicable (wy). <u>4. Selection and Orderins of Products:</u> You select the type and quantity of the Products subject to the tarte of payment of the Lease. If you have entered into a purchase or supply contract ("Supply Cantract") 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 Lasse) officient in the presenge of tille by the Supplier to you. <u>5. Locationt User Alterations in processor</u>. You will use the Products solely at the (conting psychiat date, or if none is spacified, at your billing address. Except for temporture inprection; You will use the Products solely at the (conting psychiat without offer withen pageent, which shall on the present which shall on the products and products which shall only a provide the temporture of the page of the products of the temporture withen pageent which shall only a the store the product of the present which shall only a provide the products and the temporture of the product of the present of the products and the products and the products at the products of the products of the products of the product of the products of the product of the products and the product of the

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and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the only user license terms of the applicable activate license agraement ("License"). You may make additions or improvements to the Producta unless the addition or improvement would violate any License, decrease the value of Products, or imprir their utility. You may remove any such addition or improvement at the end of the Lasse ti (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 Lidense or render the Products Incepable of use or operation. All architlens or improvements not removed will become our property at no cost to us. You agree that we, our assigness, and agents, may inspect the Products the products free from any and all tiens, encumbrances and claims. So thay are the owner of and will hold tills to the Products. You will knot the Products free from any and all tiens, encumbrances and claims. So thay are the owner of and will hold tills to the Products. You will knot the Products free from any and all tiens, encumbrances and claims. So thay are the owner of and will hold tills to the Products. You will knot the Products and all time, under UCO Antiole 2A. Howaver, it this transaction is donned to be a lease intended to be a true fease under UCO Antiole 2A. Howaver, it this transaction is doened to be a lease intended for seculity under UCC Antiole 2A, you are as to file a cory of this Lease as a UCC-1 finenologi statement (UCC-1) and hereby appoint us or our designes as your atterney-in-fact to step or you behalf and to file UCO-1's covering the Products. You agree to anyle or specifies or anyle for shortman to use will be accey our designed as your atterney to the second to make all both, damage to or destruction of the Products ("Coss") from any cause at all, whether or not his Lease is covered by insurance. Yo

Implied, industing warranity or interchantability or illness for any particular purpose. A. Insurance: For the Lease Term net forth above, you will provide and maintain, at your expense, (a) property insurance analises the less or theft of or damage to the Products, for their full replacement value naming us as loss payse and (b) public likelity 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 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 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 acventing and interest in the Products for the Lease Term. The cost for such leasurance will be an additional amount due from you under the Lease. <u>9. Takes:</u> You will pay when due, either directly or to us on demand, all taxes (locat, state and faderal), these or penalities which may now or hareafter be imposed or levied upon the Lease and the Products, excluding (axes on our net income, We do not have to conjest any takes, the acces. <u>10. Bohrno:</u> Unices the Lease is renerved on you purchase the Products in accordance with the terms of the Lease, you will be added to and technic upon with a case. <u>10. Bohrno:</u> Unices the Lease is renerved on you purchase the Products in accordance with the terms of the Lease, you will immadiately deliver the Products (including but not limited to cables in software terms) in good repair, operable condition and while to qualify for the manufacturer's warranty aervice (andhary ware and tour accepted) to any place in the continental United State that we dired. Upon your return of the Products, you agree in the your illeance with respect to Microsoft operaling system software torminate and you certify that you will either (i) return all copies o Praduots.

Produces. 13. <u>Purchase Option: Automatic Renewal:</u> 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 than fair market value of the Products, will be as determined by us, plue any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least intraty (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 fast day of the Lease Term, this Lease will automatically ronew for an additional ninety (90) day term and thereafter on a esd

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Page 3 of 4

continuing month to month basis until you give us thirty (30) days notice and doliver the Products to ue, 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 relativatue will be determined for you at your expense by an independent appraleer 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 whateoever, and the Lease will terminate. 12. Aeatament: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTERES' IN THIS LEASE. We may,

without notifying you, cell, assign or transfer the Lease and our rights in the Products. You agree that the transfered 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 blaim, 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 bur affiliates and the 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 a lease to the date insolvent and the date of the dat your oreditors or anter voluntarily or involuntarily any bankruptay or othar reorganization proceeding; (d) you assign your as of the events listed in playee (o) .

14. Bemedias: If a Dafault occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreemente that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay Ué, as compensation for less of our barpain and not as a penalty, a sum equal to (i) the Stipulated Less Value calculated under Section 7 plus (ii) any casts and expenses (including breakage leas) incurred as a result of the Default; (c) we may require you to deliver the Products to us as sat forth in Section 10; (d) we or our agent may peace without court order and you will not make any claims against us for tespace, damages or any other reason and (e) we may describe any other relations of a point with you will not make any claims against us for tespace, damages or any other reason and (e) we may describe any other relations of the polytex (court order and you will not with coale of a logicities out, forth products to polytex). Without court organ and you will not make any organis against us for respanse, training or any organistic against us for respanse to the provider and you will not make any organistic and the provider against us for respanse to the provider against us for response to the provider against the provider against

15. Indemnity: You are responsible for losses, damages, penalliee, glaims, costs (including attornays' fees and excenses), actions, suite and proceedings of overy kind, (collectively "Olalms") whether based on a theory of skild liability or otherwise caused by or slated to this Lease or the Products, (Including any defects in the Products). You will reimburate us for, and if we request defend us egainst, any Claims.

18. Arbitration: Either party to this Lease may choose to have any dispute, glaim, or controversy arising from or relating to this Lease, any prior To Application: Either party to this based has closed to have any otsplute, dath, or controversy sinsing from or relarge to this based on the entire base of the parties, any application or advertisement related to this base or the validity of this arbitration clause or the entire bases of the parties, any application or advertisement related to this base or the validity of this arbitration clause or the entire bases of the parties, any application or advertisement related to this bases of the validity of this arbitration clause or the entire bases of the validity of this 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 ogreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commercial, and shall be governed by the Federal Arbitration Act at 0 U.S.C. Section 1, et say, dudgment upon the award (endered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to the arbitration agreement may be and endered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to the arbitration agreement may be and understand that they may choose arbitration instead of liligation to resolve dispute. The parties understand that they may choose arbitration instead of liligation to resolve dispute. The parties understand that they may choose arbitration instead of liligation to resolve dispute. This behavious to court, but any flag of the information instantion in the source along the standard of the first of the source and under the angle of the source of the s litigate cliquites in court, but may alsot to resolve their disputos through abilitation as provided hercin. The parties agree and understand that all disputes

19. Miraplaneous You agree that the terms and conditions of this Lease make up the entire entire memory between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in withing 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 remedias will survive termination of this Lease. All notice to you, to sopply intesting internation of consol dovide errors in the Lease. An of our lights and reliable will solve termination of the Lease electronically transmitted, addressed to the respective address given above or to a subsilitute address specified in willing by the of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in the Leuse 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 yeavy taws, or to exceed the maximum amount of time price differential, or interest as applicate permitted to be charged. or collected under applicablo 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 retunded to you,

B S D Page 4 of 4

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Attachment A

Company No: 05

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

Product Location 832 NORTH HENRY ST ALEXANDRIA VA 22314	General Product Description/Supplier/Quantity Dell Order #447152259 Description 2.8GI-12/1MB Cache, Xeon, 600MHzFront Side Bus for PowerEdge SC 1420 2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus Xeon for PowerEdge SC1420 1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge 8C1420 Keyboard, 104 Key, US, NMB, LC, MG No Monitor Option 80GB, SATA, 1 Inch, 7.2K RPM Hard Drive for PE SC No Floppy Drive No Operating System, For Dell PowerEdge Servers, No Windows 2000 Logitech PS/2 2-builton Mouse with Soroll, PowerEdge On-Board NIC 48X, Compact Disk Drive, 680M I, Half Height, Black, for PowerEdge SC Electronic Documentation and OpenManage CD Kit, PowerEdge SC1420 Hard Drive Configuration #1 MotherBoard SATA, No FIAID for PowerEdge SC1420, 1 SATA Hard Drive Premier Enterprise Support - SILVER-Premium Services 3	Quantity 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
	Years Type 2 Contract Same Day NBD Parts and Labor On-Sile Response, Two Years Type 2 Contract Same Day NBD Parts and Labor On-Sile Response, Initial Year	9
832 NORTH HENRY ST	On-Site Installation Declined Dell Order #446879282	9
	Description 2.8GHz/1MB Cacha, Xeon, 800MHzFront Side Bus for	Quantity 9
22314	PowerEdge SC 1420	-
	2nd Processor, 2.8GHz / 1MB Cache, 800MHz Front Side Bus Xeon for PowerEdge SC1420	9 ·
	1.0GB DDR2, 400MHz, 2X512MB 2RDIMMs for PowerEdge SC1420	9
	Keyboard, 104 Key, US, NMB, LC, MG	9
•	No Monitor Option 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 2000	1
	Logitech PS/2 2-button Mouse with Scroll, PowerEdge On-Board NIC	9
	48X, Compact Disk Drive, 680M I, Half Height, Black, for PowerEdge SC	9
· · ·		

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# LEASE NO:001 - 006750391 - 009Electronic Documentation and OpenManage CD Kit, PowerEdge9SC1420Hard Drive Configuration #1 MotherBoard SATA, No RAID for9PowerEdge SC1420, 1 SATAHard DrivePremier Enterprise Support - SiLVER-Premitum Services3Years7Type 2 Contract Same Day NBDParts and Labor On-SitePesponse, Two Years9Type 2 Contract Same Day NBDParts and Labor On-SitePesponse, Initial Year9On-Site Installation Declined9Dell M993s CRT Color Monitor, 19 Inch, 18.0 Inch Viewable18Image Size, Optiplex andPrecision, Customer Install

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

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<i msg_id:2="">DI</i>	S Development/Dell Financial	Services		Page 1 of 2
Lease Quote# : Date: Customer: Business Unit:	8663247 06-23-2005 ON-SITE SOURCING INC None	Company NUMBER: Sales Rep: Lease Rep: Lease Rep Admin:	ZAC	M WEEDY HARY WEIGEL S ADMIN

Recalc		
Lease Type Fair Market Value	Order Total	\$30,996.00
Term 24 months	Amount Financed Sales	\$.00
Current Rate for		φ.υυ
this Order Size 19.87%	Shipping Cost P	. \$40.00
Prior Rates for	Documentation	\$75.00
this Order Size	Fee 🗹	
	Waive	\$.00
Payment Cycle @ Monthly	Documentation	
C Quarterly	Fee F	
Advance/Arrears Arrears	Down Payment Total Financed	\$.00 \$31,111.00
Advance	Annual Property	\$1,035.82
	Management Fee	φ1,000,02
Remaining <sub>24</sub> Payments	ম	
Down Payment 0	Monthly Payment	\$1,339.76
Shipping Cost 40	Monthly Sales	\$71.30
	Tax	φ/1.50
Order # Sales Tax Code	Monthly Property	\$86.32
446879282 100 VA - State Tax 447152259 100 VA - State Tax	Management Total Monthly	
	Payment	\$1,497.38
	Advance	\$.00
	Payment	
	Total Rent Payment	\$32,154.24
	Cost of	\$1,043.24
	Financing	ψ1,040.24
	Residual	FMV
	Residual	\$3,951.99
	Insurance	
	Commencement Date	01
	Calculate Interim	
	Rent	

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	DFS Development/[	Dell Financiał Services	Page 1 of 2
Lease Quote# : Date: Customer: Business Unit:	8663247 06-23-2005 ON-SITE SOUR None	Lease Rep: ZA	AM WEEDY CHARY WEIGEL S ADMIN
	Notes for L	_ease Quote # 8663247	
Start Date : Lease Status : F Enter in your Note	L Status	ent Date : Date : 23-JUN-2005	
Save   Reset	otes	· · ·	
User	Date and Time	Note	
FRANK SCHOEPLEIN	23-JUN-2005 02:07:38 PM	WKTB - Created booking packet, walk	
FRANK	02.01.001.01		ed to booking.
SCHOEPLEIN	23-JUN-2005 02:05:47 PM	RLIM - Clean deal, released orders in LQ in RL.	
SCHOEPLEIN FRANK SCHOEPLEIN	23-JUN-2005		DOMS, placed
FRANK	23-JUN-2005 02:05:47 PM 23-JUN-2005 02:05:16 PM 23-JUN-2005	LQ in RL. Fiserv returned an authorization code	DOMS, placed of 014808 on 23 of Reverse
FRANK SCHOEPLEIN FRANK	23-JUN-2005 02:05:47 PM 23-JUN-2005 02:05:16 PM 23-JUN-2005	LQ in RL. Fiserv returned an authorization code JUN-05 02:05:16 PM Fiserv returned an authorization code	DOMS, placed of 014808 on 23 of Reverse
FRANK SCHOEPLEIN FRANK SCHOEPLEIN FRANK	23-JUN-2005 02:05:47 PM 23-JUN-2005 02:05:16 PM 23-JUN-2005 02:05:11 PM 23-JUN-2005	LQ in RL. Fiserv returned an authorization code JUN-05 02:05:16 PM Fiserv returned an authorization code Authorization 013637 on 23-JUN-05 0	DOMS, placed of 014808 on 23 of Reverse
FRANK SCHOEPLEIN FRANK SCHOEPLEIN FRANK SCHOEPLEIN FRANK	23-JUN-2005 02:05:47 PM 23-JUN-2005 02:05:16 PM 23-JUN-2005 02:05:11 PM 23-JUN-2005 02:05:04 PM 23-JUN-2005	LQ in RL. Fiserv returned an authorization code JUN-05 02:05:16 PM Fiserv returned an authorization code Authorization 013637 on 23-JUN-05 0 CMS, FEI and DOMS ok.	DOMS, placed of 014808 on 23 of Reverse
FRANK SCHOEPLEIN FRANK SCHOEPLEIN FRANK SCHOEPLEIN FRANK SCHOEPLEIN FRANK	23-JUN-2005 02:05:47 PM 23-JUN-2005 02:05:16 PM 23-JUN-2005 02:05:11 PM 23-JUN-2005 02:05:04 PM 23-JUN-2005 02:02:21 PM 23-JUN-2005	LQ in RL. Fiserv returned an authorization code JUN-05 02:05:16 PM Fiserv returned an authorization code Authorization 013637 on 23-JUN-05 0 CMS, FEI and DOMS ok. Name, payment and signor ok.	DOMS, placed of 014808 on 23 of Reverse 2 05:11 PM
FRANK SCHOEPLEIN FRANK SCHOEPLEIN FRANK SCHOEPLEIN FRANK SCHOEPLEIN ZACHARY	23-JUN-2005 02:05:47 PM 23-JUN-2005 02:05:16 PM 23-JUN-2005 02:05:11 PM 23-JUN-2005 02:05:04 PM 23-JUN-2005 02:02:21 PM 23-JUN-2005 02:01:30 PM 23-JUN-2005	LQ in RL. Fiserv returned an authorization code JUN-05 02:05:16 PM Fiserv returned an authorization code Authorization 013637 on 23-JUN-05 0 CMS, FEI and DOMS ok. Name, payment and signor ok. Documents received. Fiserv returned an authorization code	DOMS, placed of 014808 on 23 of Reverse 2 05:11 PM
FRANK SCHOEPLEIN FRANK SCHOEPLEIN FRANK SCHOEPLEIN FRANK SCHOEPLEIN FRANK SCHOEPLEIN ZACHARY WEIGEL ZACHARY	23-JUN-2005 02:05:47 PM 23-JUN-2005 02:05:16 PM 23-JUN-2005 02:05:11 PM 23-JUN-2005 02:05:04 PM 23-JUN-2005 02:02:21 PM 23-JUN-2005 02:01:30 PM 23-JUN-2005 01:37:56 PM 23-JUN-2005	LQ in RL. Fiserv returned an authorization code JUN-05 02:05:16 PM Fiserv returned an authorization code Authorization 013637 on 23-JUN-05 0 CMS, FEI and DOMS ok. Name, payment and signor ok. Documents received. Fiserv returned an authorization code JUN-05 01:37:56 PM	DOMS, placed of 014808 on 23 of Reverse 2 05:11 PM of 013637 on 23 of Reverse

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Page 2 of 2

MUXEMENT ....

WEIGEL	12:56:18 PM	JUN-05 12:56:18 PM
ZACHARY WEIGEL	22-11 INL-2005	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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http://lmsias.us.dell.com:7000/pls/lms/lease.DoLeaseNotes

# Snap Lease Checklist

Lessor 001 Customer Number: 006750391 ScheduleNumber: 009

Customer Name: ON-SITE SOURCING INC

SMB Coordinator: Frank Schoeplein

Date: 6/23/2005

J

Type of Lease:

- Tax Exempt
- Special Pricing
- □ Structured

Include following information:

a LRF: 4.19388

D APR: 17.93

DLRS 1%

Image: Monthly Payment (Special Pricing): 1304.79

General Pricing Deal) Is Tax Code 0032 YES or NO

Down Payment and Monthly Payment (Structured)
 0 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)

07/11/05 15:55 FAX 703 683 0240

ONSITE

# 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 MASS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO PATER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE LEASE MASS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO PATER INTO THIS LEASE ELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING "ELECTRONICALLY 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 ENGUSH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSER INDICATED DELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

ON-SITE SOURCING INC		TERM (MONTHS)	PAYMENTA	PERSONAL PROPERTY MGMT FEEA	DATE
		24	\$277.89 ^@u0jscita Applicabla Tex	\$18.13 Ashibject to Applicable Tax_	
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE , 832 N HENRY ST ALEXANDRIA VA 22314	TYPE OF BUSINESS Corporation	Shipping Ch (MONTHLY *A Transacti shown Above	t = \$6,500 Processing Fae" =\$7 arges*" = \$42 RENT PAYMENTS / Ion Processing Fae is	5.00 2.00 ARE DUE AND PA 5 Included in the Mo	
PRODUCT LOCATION SEE ATTACHM		GENERAL PI	RODUCT DESCRIPTIO SEE A	NSUPPLIER	
guarantor (IF ANY)	SOCIAL SECURITY NUMBER	END OF LEA	SE PURCHABE OPTIO	N FMV	

TERMS AND CONDITIONS OF LEASE

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 SUPPLY THE PRODUCTS, WE DO NOT REPROSENT 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 AGAINS' SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

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, PAGEB 1-4) AND ATTACHMENT A OF THIS LEABE; (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 HO ISCHULD PURPOSES; (d) YOU AGREE THAT THE FRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HO ISCHULD 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: (0) 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 GONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (I) 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 GOMPEL 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 STRUCTLY 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 BEEN PROVIDED TO YOU ELECTRONICALLY ADORS WITH AN ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, AND FORWARDING THE LEASTE BY COMPLETING THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE LEASE BY COMPLETING THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETING THE LEASE BY COMPLETING THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETING THE LEASE AND RETURN IT TO US BY EASING THE SIGNATURE E-MAIL AND FORWARDING THE COMPLETING THE SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETING THE SIGNATURE E-MAIL AND THIS LEASE BY COMPLETING THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL, INCORPORATED HEREIN, AND FORWARDING THE COMPLETING THE SIGNATURE E-MAIL AND THIS LEASE BY COMPLETING THE ACCOMPANYING ELECTRONIC SIGNATURE E-MAIL. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE E-MAIL AND THIS LEASE BY COMPLETING THE SIGNATURE E-MAIL NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUFFLY 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 BSD

Page 1 of 4

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## LEASE NO: 001 - 006750391 - 010

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 Itime 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 threvocatly accepted for purposed of this Lease five (6) 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 five (6) 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 epecified, you give us the right to lisert like Commencement Date as the closest 1<sup>4</sup>, 5<sup>th</sup>, 9<sup>th</sup>, 9<sup>th</sup>, 13<sup>th</sup>, 17<sup>th</sup> or 21<sup>th</sup> or 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 <u>www.dell.germ.</u> within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy, the Lease obligations associated with these respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete delails regarding the Policy. If payments are due in advance, the first Rank payment is due thinty (30) days after the Commencement Date. Heaptimets are due in advance, the first Rank payment is due thinty (30) days after the Commencement Date. Subsequent payments of Rent are due in the same day of each subsequent month (or the tollowing 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 cease Term stated above. You will make all payments required under this Lease to us at the address we appoly in writing. You authrize us to adjuct the Rent amount (Increase or decrease) listed above amount (increase or decrease) listed above based on ohanges in the soluel Product Cost (which is all amounts) increase in a power in which is all amounts we have paid or will pay in connection with the purchase, delivery, and instellation of the Products, including any irade-up and buydut amounts) inovided 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 P aduct 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 fate 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 iaw).

Iaw). 4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have antered into a purchase or supply contract ("Supply Contract") with any Suppliar, you assign your righta but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) affective prior to the passage of tills by the Supplier to you. 8. Location: Use: Alterations: Inspection: You will use the Products colely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary falccation of taplep parsonal 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 war and tear) and will use them in compliance with all applicable laws. You will use all antiware in accordance with the and user license terms of the applicable software improvements to the Products unloss the addition or improvement would violate any License, decrease the your expense; if wou have additions or improvement at the end of the Lease (i) you repair any damage to Products to their original and functional at the end of the Lease (i) you repair and damage to Products to their originat and functional at the end of the Lease (ii) you repair and damage to Products to their originat and functional at the end of the Lease (ii) you repair and damage to Products resulting from the nanoval; (iii) you restore the Products to their originat and functioning ordinary wear and tear; and (ui) the products resulting from the nanoval; (iii) you restore the Products to their originat and functioning ordinary wear and tear; and (iii) the lease is the products resulting or the products in a damage. to Products resulting from the nanoval; (ii) you restore the Products to their original and functional condition (excluding ordinary year 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 agente, may inspect the Products at the premises where the Products ale located at any reasonable time with prior notice.

6. Title; Quies 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

**and the products**. The set of the products and property: Filling: 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 teng as you are not in Default under the Loase, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any rehewal term. Unless the Products of security under UCC Article 9, you grant us a purchase money security intercal in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease a under UCC Article 9. You grant us a purchase money security intercal in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attornay-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to ave a one-time Transaction Proceeding 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 carter for shipment to you until their return to us, you are reponsible for any loss, theft, dimmage 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 or adjusted and equal or greater capacity and oapability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all future Rent payments tor all equal or greater capacity and oapability, with clear title therets in us; or (c) pay us the "stipulated Loss" (alua" contrasting and working order to our satisfaction; or (b) taptace to our residual interest of all of the Products at the end of the same ma

merobahability or filness for any particular purpose. 9. Insurance: For the Lease Term set forth above, you will provide and maintein, al your expense, (a) property insurance against the loss or theft of or demage to the Products, for their full replacement value naming us as loss payse and (b) public liability and third party property range 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 they (a) 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 it 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 fearmance will be an additional amount all lows from you under the tease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and faderal). fines or penalties which may now or hereafter be imposed or taviard upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, thes or penalties. We may, at our option, charge you a liquidated monthly personal property management lee, to be added to Rent payments over under this Lease. 10. Return: Unless the Lease is renewed at you purchase the Products in accordance with the terms of the Lease, you will immediately deliver the Products

10. Return: Unless the Lease is renewed at 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 varianty service (ordinary wear and tear excepted) to any place in the centinental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microaoft operating system software terminates and you certify that you will either (i) return all copies of the manufacturer's varianty service (acting year and tear excepted) to any place in the centinental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microaoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authentiolly and medip (the "Operating System Software KIL") or (ii) desting all copies of the Operating System Software KIL") or (ii) desting and coperating System Software KIL") or (ii) desting, packing and shipping and you will insure the Products for the full replacement value during shipping. 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 demant the cests and expenses of all missing or damaged Products. 11. <u>Purchase Option: Automatic Renewal;</u> if no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase oil (but not less than all) of the Products for the Amount of the Products wills be as

17. Purchase Uption: Automatic Agnewal: If no belaunt exists under the Lease, you will have the uption at the end of the Lease retrint to purchase autom 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 (60) 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 that you will return the Products to us.

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## LEASE NO: 001 - 006750391 - 010

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 Rant payment will remain the same. If the Fail 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 calermination, the fair market retail value will be determined for you al your expense by an independent appraisar selected by us. Upon payment for the fail that the fail the fail will be determined for you al your expense by an independent appraisar selected by us. pon 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 transferse will have the same rights and benefits that we have now under this Lease, but not our oldigations. The rights of the transferse will not be subject to any claim, defense, or set of that you may have against us.

against us. <u>13. Default:</u> Each of the following is a default ("Default") under the Leave: (a) you fail to pay any Rent or any other payment within to drays of 16 due date; (b) you do not perform any of your obligations under the Leave or in any other agreement with us or with any of our affiliatee and this failure continues for 10 days after we have notilited you of it; (c) you become insolvent, you disable or are dissolved, you assign your assets for the benefit of your control of any of the due date; (b) voluntarily or involuntanily any bankruptoy or other reorganization proceeding; (d) you or any Guaranter provide us incorrect or unity information regarding any material matter in connection with your application for credit or antering into the Leave, or (e) if this Leave has been guaranteed by someone other than you, any guaranter of the Leave dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed of the loss of our withdraw any other of credit; (b) we may require you to pay us, as compensation for toss of our bargath and not as a penalty, a eum aqual to (i) the Stipulated Lease the Products to us as eet forth in Section 70; (d) we or our agent may peacefully reposess the Foducts without court order and you with out to deliver the Products to us as eet forth in Section 70; (d) we or our agent may peacefully reposess the Foducts without court order and you with out to deliver the Products to us as eet forth in Section 70; (d) we or our agent may gear way any the foducts without court order and you with pay to deliver the Products to us as eet forth in Section 70; (d) we may require you to deliver the Products to us an result of the Johane any that the worth as a result of the Default; (c) we may require you to deliver the Products to us as eet forth in Section 70; (d) we or our agent may very reserver any other find the actions in a cuit. You affect

and you will not make any claims dgainst us for frespass, damages or any other reason and (a) 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 disposation) to the groaducts, with or valitout radias, at justice and a state and apply the net proceeds (after we have deducted our class rated to the sale and disposation) 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, denaides, penalties, claims, casts (including altornays' faes and expanses), actors, suits and proceedings of every kind, (collectively "Claims") whather based on a theory of strict flability or otherwise caused by or related to this Lease or the Products, (including any defacts in the Products). You will reimburse up for, and if we request defend us against, any Claims.

18. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arksing from or relating to this Lease, any prior agreement or tease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the antire 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, 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 intristate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, et are, 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 itigation to resolve disputes. The parties understand that they have a right or opportunity to lifugate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all dispute arising under case law, statutory law, and all diher taws 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 wounds under this arbitration arcented by a through a thermality of a termination and a terms of a termination and an encoder with the adverted in a count proceeding a termination and the termination and and any arbitration and the adverted and that all disputes arising under case law, statutory law, and all differ for relief may be wounds under this arbitration accessed and the at proceeding a termination in access with the subject in a count proceeding a termination as a termesonical and the proceeding as a termesonical any termination arbitration accessed and a termesonical and the at the proceeding as a termesonical and the termination accesed with this brought under this arbitration agreement. You agree that you shall not have the right to participate in urbitration or in court proceedings as a representative or a member of any class of claimants penalining to any claim arising from or relating to this Lease. The parties agree and understandithat the arbitrator shall have member of any class of claimanis pertaining to any claim arising from or relating to this Lease. The parties agree and understandihat the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything harsin 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 foreclase on the Products. Such judicial relief would take the form of a lavauit. The institution and maintenance of any action for judicial relief in a court to foreclase upon any Products, to obtain a monstary judgment or to enforce this Lease, shall not constitute a walver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filling 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 BEEK 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 1 INITED. STRICTLY LIMITED.

17. Finance Lease. You agree that If Article 2A of the Uniform Commercial Code applies to this Lease, this Lease vill 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. Miscalianeous: You agrue 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 tarms 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 remedias will survive errmination 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, facstmile or electronically transmitted, addressed to the respective address given above or to a substitute address specified in writing by one of us to the letter. Any failure of ours to require stict performance by you or any waiver by us of any provision in this Lesse will not be construed as a construed as a construed as a construct a diversion of any univer of any diver breach of the same or any provision. If any portion of this Lesse is deemed invalid, it will not affect the balance of this Lesse. It is the correspondence by you or any waiver be and the diversion of the price differential, or interest as applicable permitted to be one applicable law and any such excess payment will be applied to payments under the tesse in inverse order of maturity and the remaining payments will be ralunded to you.

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	LEASE NO: 001 - 006750391-010	
LPG2LL	Attachment A	
Financial Services	Company No: 05	
Attached hereto and made a part here ON-SITE SOURCING INC 119 Lesse	of Lesse No: 001 - 006750391-010 between DELL FINANCIAL SERVIC c	ESL.P. as Lessor and
Product Location	General Product Description/Supplier/Quantity Dell Order #470765530	
832 N HENRY ST ALEXANDRIA	Description	Quantity
VA 22314	3.2GHz/1MB Cache, Xeon, 800MHzFront Side Bus for PowerEdge 2850	1
42314	3.2GHz/1MB Cache, Xean, 800MHzFront Side Bus 2nd	1
	processor for PowarEdge 2850 4GB DDR2 400MHz (4X1GB) Single Ranked DIMMs	1
	No Keyboard Option	1
	No Monitor Option	1
	Riser,ROMB,PCI-X,PE2850 73GB,U320,SCSI,1IN 10K,PE2850	1
	Einbedded RAID - PERC4 Embedded Integrated	1
	1.44MB Floppy Drive	1
	No Operating System, Microsoft	1
	Mouse Option None Dual On-Board NICS ONLY	
	24X IDE CD-ROM	1
	Bezel for PE2850	
	2+4 Split Backplane Daughtercard Electronic Documentation and OpenManage CD Kit, PE2850	
	73GB,U320,SC61,1IN 10K,PE2850	1
	MR1R5, ROMB RAID 1/RAID 5 Drives attached to PERC4ei PE2850	1
	Rack Chassis w/Versarall RoundHole-Universal for 3rd-	1
	party racks, PE2850 Raduadant Rower Supply Mith Straight Cords No X Cord	1
	Redundant Power Supply With Streight Cords, No Y-Cord PE2850	1
	146GB, U320, 6CSI, 1IN 10K, PE2850	1
	148GB,U320,SCSI,1IN 10K,PE2850 145GB,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 1
	Severity 1 Three Years	
	Type 2 Contract Same Day 4HR Parts and Labor On-Site Response,Initial Year	1
	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
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MSG_ID:2 )	MSG_ID:2>DFS Development/Dell Financial Services				
Lease Quote# : Date: Customer: Business Unit:	8709419 07-11-2005 ON-SITE SOURC None	CING INC	Company NUMBER: Sales Rep: Lease Rep: Lease Rep Admin:	05 ADAM WEEDY ZACHARY WEIGEL SYS ADMIN	
	Notes for	Lease Q	uote # 8709419		
Lease Status : R Enter in your Note You can only enter Save Reset	in 80 charaters per no		L-2005		
User	Date and Time	<u>)                                     </u>	Note		
LORIANN AGUIRRE	11-JUL-2005 02:59:05 PM	WKTB-wall	ced to booking		
LORIANN AGUIRRE	11-JUL-2005 02:59:01 PM	RLIM-clean	deal orders released em	h rep	
LORIANN AGUIRRE	11-JUL-2005 02:58:50 PM	Fiserv return 05 02:58:50		le of 028978 on 11-JUL	
LORIANN AGUIRRE	11-JUL-2005 02:57:58 PM	signed docs	r'cvd		
ZAÇHARY WEIGEL	11-JUL-2005 02:24:11 PM	\$277.89 = n	onthly payment		
ZACHARY	11-JUL-2005		toming paymon		
WEIGEL	02:23:30 PM	24/FMV, IR	R 17.93%, LRF 4.1938	8, Stream 0.63%	



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MSG_ID:2 I	Page 1 of 2			
		Company NUMBER:	05	
Lease Quote# :	8709419	Sales Rep:	AD.	AM WEEDY
Date:	07-11-2005	Lease Rep:	ZA	CHARY WEIGEL
Customer:	ON-SITE SOURCING INC	Lease Rep Admin:	SYS	ADMIN
<b>Business Unit:</b>	None			

Order Total Amount Financed Sales Tax [전 Shipping Cost [전	\$6,509.00 \$.00 \$42.00
Amount Financed Sales Tax [7]	\$.00
Financed Sales Tax [전	
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•	\$42.0
Shipping Cost 19	
<b>1 1 1 1 1 1</b>	ł
Documentation Fee	\$75.0
1.	\$.0
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Down Payment	\$.0
Total Financed	\$6,626.0
Annual Property	\$217.5
Management Fee 🕅	
Monthly Payment	\$286.0
Monthly Sales Tax	\$15.2
Monthly Property	\$18.1
Management	\$10.1
Total Monthly	\$319.4
•	\$.0
	\$6,865.4
	\$239,4
	FM
	\$829.9
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Rent 🕅	
Is MLA?	
	Down Payment Total Financed Annual Property Management Fee F Monthly Payment Monthly Sales Tax Monthly Property Management Total Monthly Payment Advance Payment Total Rent Payment Cost of Financing Residual Residual Insurance Commencement Date Calculate Interim Rent F

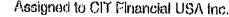
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# Snap Lease Checklist

Lessor\_001 Customer Number\_006750391 ScheduleNumber\_010 On-Site Sourcing Inc Customer Name: SMB Coordinator Loriann Aguirre 105 Date: Type of Lease: n\_Tax Exempt Special Pricing Structured **Include** following information: LRF 4.19388 7.93% APR a DLRS Monthly Payment (Special Pricing)\_ (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) ď Approval matches Approval do not match (emailing pricing) No approval showing (emailing pricing) Q

## LEASE NO: 001 - 006750391 - 013



Financial Services

Your Dell Customer Number 1s: 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 PHOVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEASE BLECTRONICALLY, 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 POR 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 1...P.

ON-SITE SOURCING INC		TERM (MONTHS) 24	\$407.69 Subject to Applicable Tex	PERSONAL PROPERTY MGMT FEEA \$30.92 *Subject to Applicable	DATE
DBA NAME (IF ANY) BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 832 N HENRY ST ALEXANDRIA VA 22314	TYPE OF BUSINESS Corporation	FINANCING TERMS Product Cost = \$11,102.00 Transaction Processing Fee' =\$75.00 Shitpping Chargee'' = \$120.00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS "A Transaction Processing Fee IS included in the Monthly Ront Payment shown above. "Charges to ship to you ARE included in the Monthly Rentat Payment.		thly Ront Payment	
	ENT A				
GUARANTOR (IF ANY)	SOCIAL SECURITY NUMBER				

#### TERMS AND CONDITIONS OF LEASE

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; (d) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) THAT THE PRODUCTS WILL BE USED FOR BUGINESS 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 OP ILLINDIS, 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; (I) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT INS REFIRESTORY OF REGISTION 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 WARD 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 THE INFORMATION IN ANY CREDIT APPLICATION, MATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS THUE AND CORRECT AND YOU UNDERSTAND THAT THE MATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS THE AND CORRECT AND YOU UNDERSTAND THAT ANY MATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO DE IS TO THE FORM. 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 SIGNING II. 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 BOTYOM OF THE PAGE. IF YOU DELIVER TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTYOM 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 BSD

Page 1 of 4

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## LEASE NO: 001 - 006750391 - 013

LEASE NO: UU1 - UU6/50391 - U13 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 COUE, 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 ANY BE RESTORED FROM A BACKUP OR ACHIVE CUPY, 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 AUTHORITATIVE COPY.

YOU/LESSEE: ON-SITE SOUR		US/LESSOR: (Fo Dell Financial Sorvices L.P. 99365 Colloctions Center Wwe Chicago, IL 60693	r DFG use only) Phone (800) 855-3365 Fax (800) 934-4207 or Figur (512) 246-2028
AUTHORIZED SIGN	ATURE:	and the second	r DFS use uly)
Sitte	t.e	1	est and
PRINT NAME HADT	- Oil Olir	PRINT NAME AND TITLE (FO	r DFS use only
	sign and date the <u>VOU/LESSEF</u> section and print	your name and Title.	DATE
guarantors indicated Lease, you uncondition ony circumotance which proceed directly upains decceptance hered and appeness including atto Hahra, administrators an consent to the transfer, several. This Guaranty reports regarding your LLINOIS, WITHOUT NATIONAL COMMERC	PERSONAL AND CONTINUING GUAR influting jutaranty ("Ousranty") creates specific legal chilig below. When we use the words we, us and our in the ous- ally and introceating guarantee to us, our successors and assigns, in might otherwise be a deforme available to, or a discharge of Le- i you without list proceeding against Lessen or the Products. You all other notices of any kind. You agree that we can renew, on all other notices of any kind. You agree that we can renew, or all other notices of any kind. You agree that we can renew, or all other notices of any kind. You agree that we can renew, or all other notices of any kind. You agree that we can renew, or all other notices of any substantiation of the Products and the Lessen. If may be enforced by any assigned or successor of ours to the sa personal credit and make other credit inquiries (tats we deterning REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES ANY ZE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PRO-	ranty we mean the Lessor Indicated in t the prompt nowment and performance of all saco ar you. You agree that this is a guarar a varive all defenses and notices, including in strend or otherwiss modely the terms of the is is a continuing guaranty that will not be dir willy herounder, compromise or relasses any more than une person has signed this Guaran are excession. This Guaranty SHAL 3 TO THE EXTENT APPLICABLE, THE SVIDED IN PARAGRAPH 10.	he Lease. In consideration of our entering into the obligations of Leases undor this Lease regardless of the obligations of Leases undor this Leases regardless of those of protest, presentinent and demand, notice of lease without releasing you. You will pay all ou- schargod or effected by your death and will bind you. "Ights against Leases or the Products or you. Yo anty, each of you agrees that is fability is joint an intre us of any of our officiates to obtain credit burce L SECARDED BY THE INTERNAL LAYSO ELECTROMIC SIGNATURES IN OLOBAL ANI
Dale:	INDIVICUAL GUARANTER NAME (PRINTED)	GUARANTOR SICCAL SECURITY NE	
(Date Signed)		SUMMITUE SCORE SECONE THE	Inder
	BY SIGNATURE INDIVIDUAL QUARANTOR (NO TITLE)	QUARANTOR HOME ADDRESS (STI	REET, CITY, BTATE AND ZIP CODE
	your home address.		
FEDERAL EMI	PLOYER IDENTIFICATION # (or SOCIAL SECUR FEI number is not pre-printed, you MUST provi Please attach a cop	de it in the box above.	
FEDERAL EMI	PLOYER IDENTIFICATION # (or SOCIAL SECUR FEI number is not pre-printed, you MUST provi Please attach a cop	de it in the box above.	Personal Guaranty section and provid
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FEDERAL EMI	PLOYER IDENTIFICATION # (or SOCIAL SECUR FEI number is not pre-printed, you MUST provi Please attach a cop	de it in the box above. py of a VOIDED CHECH here.	
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FEDERAL EMI Step (). If your IF WE SEND THIS THE E-MAIL, PLEA B S D	PLOYER IDENTIFICATION # (or SOCIAL BECUR FEI number is not pre-printed, you MUST provi Please attach a co Step ③. Attach a <u>PRE-PRINTED</u> LEASE TO YOU BY AN E-MAIL <u>AND</u> YOU ARE COM	de it in the box above. py of a VOIDED CHECK here. /aided Check.	
FEDERAL EMI Step (). If your	PLOYER IDENTIFICATION # (or SOCIAL BECUR FEI number is not pre-printed, you MUST provi Please attach a co Step ③. Attach a <u>PRE-PRINTED</u> LEASE TO YOU BY AN E-MAIL <u>AND</u> YOU ARE COM	de it in the box above. py of a VOIDED CHECK here. /aided Check.	EPTANCE PROCEDURE OUTLINED IN

## LEASE NO: 001 - 006750391 - 013

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 forms and conditions shown in this Lease. With respect to services, we will only finance one-Ima charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Ithe Charges for sorvices 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 alter 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 closes it 1°, 5°, 9°, 13°, 17° or 21° of the month following the Acceptance Date (the "Commencement Dote"). 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 Delt Computer Corporation ("Delt") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at <u>www.stett.com</u>, within 30 days after shipment from Delt and in the condition and monner required by Delt under the Policy the tease obliggillons associated with those respective Products will terminate. You are proceeding to for the terminate between the Products will be Products will be Producted to Policy the Policy of the Policy of the Policy the Policy of the Products will be terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complute details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirly (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due thirly (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due thirly (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due thirly (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due thirly (30) days after the Commencement Date. If payments are due in advance, the first Rent payment of Rent shall bu a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as 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 inder this Lease to us at the address we apecify in writing. You authorize us to adjust the Rent armount (increase or decrease) listed above based on changes in the actual Product Cost (which is att 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 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 (1) 5.00% of the late payment amount or (ii) \$20.00 for each late payment (or if less, the highest amount permitted by applicable leave 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

<u>supply contract</u> (Supply Contract) with any supplier, you assign your lights 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 tille by the Supplier to you.
<u>5. Location; Use: Alterations; Inspection:</u> 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 tappop personal computers, you may not move the Products without our prior witten consent, which shall not be unraaconably withheld. At your own expense, you will intalnalin the Products is good (tepair, condition and functional order (except for ordinary wear and tear) and the products in the products in the products in the products without our prior witten consent, which shall not be unreaconably withheld. At your own expense, you will intalnalin the Products is good (tepair, condition and functional order (except for ordinary wear and tear). unreasonably withheld. At your own expense, you will maintain the Products to 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 ficense terms of the epplicable 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 Leaso If (I) you repair any damage to Products resulting from the removal; (II) you restore the Products to their original and functions or improvements and tear); and, (III) the removal does not violate any License or render the Products incepable of use or operation. All additions or improvements in the Products are located at any reasonable time with prior notice.

6. Tille: 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 guiet use and onlowment of the Produets 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 replacemente, substitutions, attachments and proceede). You authorize us to the a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attornay-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agted to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

Loss or Damage: From the lime the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, <u>The case of Damates</u>. From the line routice are derived to a catine for supprise to by during the fourth of s, you are responsible to any loss, men, 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 litle thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Ront 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-I6", without any werranty, express or implied, including warranty of and/d to s, the full reliance of the formation of the

domage to the Products, for their full replacement value naming us as loss payee and (b) public liability and link party property damage to insurance naming us as an additional insurad. All insurance shall be in a form and amount and with companies satisfactory to us and with 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.

the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease. <u>8. Taxes:</u> 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 tevied upon the Lease and the Products, excluding taxes on our not 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. <u>10. Return:</u> 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 (oretinary 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, cartificates of authenticity and media (the "Operating System Software Kit") or (i) destroy all cepies of the Operating System Software Kit, leaving the original

cartificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, teaving the original operating system instated and functional. You will pay all expenses for deinstating, 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. <u>11. Purchase Options Automatic Renewals</u> 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 la \$1, you must give us written notice at least inhety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us.

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## LEASE NO: 001 - 006750391 - 013

In the last day of the Lease Term, this Lease will automatically renew for an acditional ninety (90) day term and thereafter on a continuing month to month pasis 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 appretiser selected by us. Upon payment in fell 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 varranty whateover, 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 egree that the transferee will have the same rights and benefits that we have not wonder this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, detense, 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 disceive or are disadived, you assign your assign your assist for the benefit of your creditors or onter voluntarity or involuntarity any bankautory or other reorganization proceeding; (d) you or any Guarantor provide us havened to unlue information regarding day material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease have been guaranteed by sameone other than you, any guaranteer of the Lease been perform its obligations under the Guaranty or becomes subject to one of the events leted in clause (c).

Bity goardinates, the cease date, uses not partonin standy in the following: (a) we may cancel or torminate the Lease or any agreements that we have entered into will you or willdraw any offer of credit; (b) we may require you to pay us, as compensation for foss of our bargelin and not as a penalty, a sum equal to (i) the Stipulated Lease value calculated under Section 7 plus (ii) any casts and expenses (including breakage fees) incurred as a penalty, a sum equal to (i) the Stipulated Lease value calculated under Section 7 plus (ii) any casts and expenses (including breakage fees) incurred as a penalty, a sum equal to (i) the Stipulated Lease value calculated under Section 7 plus (ii) any casts 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 reposees the Products without court order and you will not niake any claims against us for trespass, damiges or any other reason and (e) we may exercise any other right at law or in equily. You agree to pay all of our costs of enforcing our rights against you, including reasonable altorney'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 indice of a sale is required by law (o be given, 10 days notice will consilite 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 avery kind, (collectively "Claims") whether based on a theory of strict (lability or otherwise caused by or related to this Lesse or the Products, (including any defects in the Products). You will reimbunes us for, and if we request defend us against, any Claims.

15. Arbitration: Eliter party to this Lease may choose to have any dispute, cisin, or carbroversy 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 argument and Automatical 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 commercial arbitration agreement are available and rendered may be entered in any court having jurisdiction. Any arbitration agreement agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrations. The parties agree and understand that like it may choose arbitration instead of tilgated is resolve disputes. The parties agree and understand that they may choose arbitration finated of tilgation to resolve disputes. The parties agree and understand that all disputes allows any statutory law, and all other disputes through the resolve their disputes through to resolve their disputes through to have a right or opportunity to Bigate disputes in court, but may elect to resolve their disputes through arbitration agreement. You agree that you shall not have the right to participate in activitation or in court proceedings as a representative or allowed as provided herein. The parties agree and understand from or relating and understand right or a dispute, to easier adjusted any to any cleane arising from or relating to a transaction or induced any balanet agreement is arbitration agreement. You agree that you shall not have the right to participate in arbitration and understand that any out of any cleane arbitration agreement arising from or relating to have alcidid, or a contract, tort, and property disputes

<u>17. Eligance Lease</u>: You agree that if Article 2A of the Uniform Commercial Code applies to this Lease, little Lease will be consistered 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 informately due of the identity of the Supplier, that you may have righte and warrantice under the Supplier Contract(a) for the Products and you may contact the Supplier of the Products and you may contact the Supplier of the Products of the Supplier, that you may have righte and warrantice under the Supply Contract(a) for the Products and you may contact the Supplier of the Products of the description of those rights and varianties. 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.

WITH RESPECT TO A DEPART.) BIT LESSOR UNDER THIS LEASE. 19. <u>Minocillaneous:</u> You agree that the terms and conditions of this Lease make up the unlife agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of this Lease make up the unlife agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of this Lease make up the unlife agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of this Lease make up the unlife agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of this Lease make up the unlife agreement between you and us regarding the lease of the notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepald, facetinite or electronically transmitted, addressed to the respective address given above or to a subsitute 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 tawe, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable faw and any such exceeds 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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# LEASE NO: 001 - 006750391-013

Financial Services

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	Description	Quantity
VA	2.8GHz/1MB Cache, Xoon, 800MHzFront Side Bus for	7
22314	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
	Na 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	
	Lagitech USB 2-button Mouse	7
	On-Board NIC	, 7
	Digital Video Disk Drive, 4.7G16X,INT, Half Helght, 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
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All other terms and conditions of the Lease shall remain unchanged.

#### Ver0801 Mod8,42stlease

03/18/2013 20:19 FAX Assigned to CIT Financial USA Inc. 1 LEASE NO: 001 - 006750391 - 014 Foundal Services Your Dell Customer Number by 7136695 4 Company No: 05 This lease agreement ("Lease") both forth your records initiate and deligations with regard to your lease op the products, if this lease has been provided to you electronically and you wan to enter into this lease electronically, your biolature on the accelerating "telestronic signature shall" will constitute your acredition business and refere with rescards electronically. Bave and download or print a copy of the lease and accountlying shalls and refere there your records THIS LEASE HAD BEEN WRITTEN IN "PLAN ENDLISH WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE GUSTOMER WHO IS THE LESSES INDIGATED NELOW WHEN WE VEE WE, US AND OUS WE MEAN THE LESSES DELL FINANCIAL ABRIDGES LP. FULL LEGAL HARD OF LESSES LOOMENCEMENT LOADEN AND YOUR WE MEAN THE LESSES NONTHLY COMMENCEMENT OATE TERM (MONTHS) **ON-SITE SOURCING INC** PHOPEHIY MOMT FEEA 24 \$832.80 \$41.02 Butfect te Anglicanta IFR \*Rubji ci to Appacable Tex OBA HAME (IF ANY) TYPE OF OUSINEDS PHANOING TERMS Product Coal = 510,017 00 Transection Processing Peet = \$75 00 Shipping Charges \*\* = \$65 00 Corporation BILLING ADDREES BYREET CITY STATE Shipping Charges a sec ou (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARREARS) "A Transaction Processing Fee 18 included in the Monthly Rent Payment \*Chargeo to ship to you ARB included in the Monthly Reixal Payment 632 N HENRY ST ALEXANDRIA VA 22314 DENERAL PRODUCT DESCRIPTION/BUFFLIER SER ATTACHMENT A PRODUCT LOCATION SOCIAL BECURITY SUMMER GUARINTOR (S AKY) 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 ON SUPPLY THE PRODUCTS, WE DO NOT REPRETENT THE MANUFACTURER ON SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS ON IMPLIED, NUL UNNO THE MERCHANTADULTY OR FITNESS FOR ANY PAINTCULAR PURPOSE OF THE PRODUCT OR ANY SERVICE. WE HERE ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE MOVIDER TO YOU, AND YOU ADREE THAT YOU WILL MAKE ALL CLAMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

MAKE ALL CLAMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUPAOTURER, AND/R GERVICE PROVIDER. 2. ACCEPTANCE: RTITLE AGREEMENT: DELVERY: ELECTRONIC SOMATURES AND REFORDS: BY SIGNING THIS LEASE: (s) YOU AGKINGWLEDGE THAT YOU MAVE REGRIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE THEMS AND CONDITIONS (SECTIONS MUMDERED 1-14; PACES 1-1, AUD ATTACHMENT A OF THE LEASE; (b) YOU AGREE TIME THE LESS IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MANE ALL PAYMENTS UNDER THE LEASE AND YOU CANNOT WITHROLD, SETOFF OR REDUCES SUCH PAYMENTS FOR NY REASONI((s) YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MANE ALL PAYMENTS UNDER THE LEASE AND YOU CANNOT WITHROLD, SETOFF OR REDUCE SUCH PAYMENTS FOR NY REASONI((s) YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MANE ALL PAYMENTS UNDER THE LEASE AND YOU CANNOT WITHROLD, SETOFF OR REDUCES SUCH PAYMENTS FOR NY REASONI((s) YOU CANNEE THAT THE PRODUCTS MILL BE USED FOR BUSINESS FURPOSES (UNDERSTITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 16 (s) (YOU AGREE THAT THID LEASE FUEL) EVENTS, WITHOUT REGARD TO ITS CONFLICTS OF LAVE PRINCIPLES AND TO THE EXTERT APPLICABLE, THE LAWS OF THE STATE OF LILLING, WITHOUT REGARD TO ITS CONFLICTS OF LAVE PRINCIPLES AND TO THE EXTERT APPLICABLE, THE LECTRONIC BROATURES IN OLUBAL AND YOU DATERMENT, THE RIGHT TO A TRUL BY UNAY, (I) YOU ACKNOWLEDGE AND ADAREE THAT INS LEASE IS SUBJECT TO THE REGRIFICATION PROVISIONS BET FORTH IN ARCTION 16 AND YOU UNDERSTAND AND ADAREE THAT IN ARBITRATION YOU DROAD DOCUMENTS OR BE EXAMINED IS MORE LIMITED TO A JURY THALL YOUR ABLITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED TO A JURY THALLY OR ADD ADAREE THAT IN ARBITRATION YOUR CHAINES DO SIGN ARM THE RIGHT TO A TRUL BY UNAY, (I) YOU ACKNOWLEDGE AND ADAREE TO THE LAND ANY ARBITR 650

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## LEASE NO: 001 - 006750391 - 014

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#### LEASE NO: 001 - 006750391 - 014

In the fast day of the Leaso Term, this Lease will sense with a memory of an additional mush (60) day tarts and therefue on a continuing manth is month basis upbly our give us thut (30) days added and dolver the Products to US. During such means terms the Remi paymont will remain the same. If the Forr Ministry Valle Purchase Option has been released will use our internantial judgment to determine the Products' or picce vales. If you do not agree white our determination, the fair mathem released will be getermined for your internation by an independent sprayase (selected by use programs (in UL) of the fructures of prior and any emeants which may be due holeoundur, we will immate our lateres in the Products to you "AS-IS-WHERE-IS", without any

Voltable Option particle and the research and the restance of acards) us

we have now under this tesus, but not our colligations the rights of the transference will not be subject to any creating defense, or setold that your may nave against us to the transference will not be subject to any creating defense, or setold that your may nave against us to the transference will not be charter of the totoways is a defeatil ("Defruit") under the tables of an any claim generative to the transference will not be charter of the totoways is a defeatil ("Defruit") under the tables of an any claim generative to the table of with any of our affiliated and bur fadure confluence for 10 days after we have notified you of it, (d) you become incoverint, you dawshow or and networks, you dawn prove mays the for the beat it. If you not any claim generative the table of units of the beat it. If you or any duranted provide us incorrect or utrue information regreting any material matter in connection with your to become incoverint, you dawn or the Glaven (you dawn of the table or utrue information regreting any material matter in connection with your to become incoverint, you dawn or the Glaven (you dawn of the table or utrue information regreting any material matter in connection with your to become incoverint, you dawn or the Glaven (you are any duranted by barrierum of the tables). The apprecises if a Cale table to be about the spletation for event of the Glaven or (e) or the standard or the tables or the section and table to be section. And not as a programming that we wanter at into why you or withdraw any done or three devices you to pay to be assessed for a brank (b) we may require you to you for a standard to any produce standard or and not as a programming that we wanter at the the standard or and the standard or and not as a proporties to standard to any produce standard or and not as a proporties to an any standard to any standard to any produce standard to a produce standard advorted our creates of elef

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while any pursuant of the second the maximum empurit of time price differential, or intervet as applicable permitted to be charged, or colorated applicable hav and any such exceed the maximum empurit of time price differential, or intervet as applicable permitted to consider a support of maturity and the remaining payments returned to you.

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# LEASE NO: 001 - 006750391-014



# Attachment A

Company No 05

Machael hereto and medica part history Lasso No: 001 - 006750391-014 between DELL FINANCIAL STRVICIES L.P. at Lexics and ON-SITE SOURCING INC as Lopeco

Product Location 834 N HENRY ST	General Product Description/Supplier/Quantity	
	Dell Order #630273468	
ALEXANDRIA	Description	Quantity
VA	3.0X3Hz/0M8 Canha, Xeon Redundani, PowerEdge 6850	1
22314	3.03Hz/QMB Caotte, Xeon, Quad Processors for PowerEdge 685D	1
	4GB DDR2 400MH2(4X1GB) Single Ranked DIMMs	1
	No Keyboard Option	1
	No Monitor Option	1
	73G8,U320,8C81,1IN 10K,FE68X0	i .
	Embedded RAID - PERC4 Embeddediniagrated	1
	1.44MB Floppy Drive	
	No Operaling System, Microsoft	
	Mouse Option None	i
	Dual On-Board NICS ONLY	
	24X IDE CD-ROM	
	Bazal for PE6850	4
	2X3 Spit Backplane,PE6850	1
		1
	Electronic Documentation and OpenManage CD Kit, PE6650	1
	73GB,U320,SCSI,1IN 10K,PE66X0	1
	MRSR1, ROMB RAID 1/RAID 5 for Dall PowerEdge 6850	1
	Reok Chasels with Versarail RoundHole-Universal for 3rd-	1
	party racks, PE6850	
	Dual Power Supply, 208 Volt Only	1
	146GB,U320,9C81,1IN 10K,PE68X0	1
	146GB,U320,SCSI,1IN 10K,PE88X0	1
	146GB,U320,SCS1,1IN 10X,PE68X0	1
	Premier Enterprise Support - Complex Resolutions w/AdvancedSoftware Support - 3 Pack - Exp. 3 Years	1
	Type 2 Confract-Same Day 4-Mour 7x24 Parts and Labor On-sile Response init Year	1
	Type 2 Contract-Same Oay 4 Hour 7x24 Parts and	1
	Labor On-sile Rosponse, Two Years	
	Premier Enterprise Support - SiLVER-Premium Services 3 Years	1
	On-Site Installation Declined	1
	USB to PS2 Cable for PowerEdge3250/68X0, Customer Install	2
		-

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

2005/005

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<I-- MSG\_ID:2 -->DFS Development/Dell Financial Services

Page 1 of 2

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

# Notes for Lease Quote # 9034035

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

Start Date : P Lease Status : DR S

Payment Date : Status Date : 18-0CT-2005

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

Save Reset

# 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	

http://lmsias.us.dell.com:7000/pls/lms/lease.DoLeaseNotes

10/18/2005

<!-- MSG\_ID:2 -->DFS Development/Dell Financial Services

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Page 2 of 2

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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

http://lmsias.us.dell.com:7000/pls/lms/lease.DoLeaseNotes

10/18/2005

<!-- MSG\_ID:2 -->DFS Development/Dell Financial Services

Page 1 of 2

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

Recalc		
Lease Type Fair Market Value		\$15,017.50
Term 24 months	Amount	
Current Rate for	Financed Sales Tax	\$.00
this Order Size 19.87%		405 D
۲	Shipping Cost 🗹	\$95.00
Prior Rates for	Documentation Fee	\$75.0
this Order Size	Waive	\$.0
0	Documentation Fee	<b>ф.</b> О
Payment Cycle  Monthly		
O Quarterly	Down Payment	\$.0
Advance/Arrears Arrears	Total Financed	\$15,187.5
Advance 0	Annual Property	\$501.8
Payments	Management Fec 🗹	
Remaining 24 Payments	Monthly Payment	\$654.92
Down Payment 0	Monthly Sales Tax	\$34.84
Shipping Cost 95	Monthly Property Management	\$41.8
630273458 100 VA - State Tax	Total Monthly Payment	\$731.5
	Advance Payment	\$.0
	Total Rent Payment	\$15,718.0
	Cost of Financing	\$530.5
	Residual	FM
	Residual Insurance	\$1,914.′
	Commencement Date	01
	Calculate Interim	
	Rent 🗌	
	Is MLA? 🗌	

http://lmsias.us.dell.com:7000/pls/lms/new\_lease.Quote\_calc\_form?iStateID=13590605 10/18/2005

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# Snap Lease Checklist

Snap Lease Checklist	10/200350
Lessor <u>201</u> Customer Number <u>67 50391</u> ScheduleNumber <u>014</u>	10/20
Customer Name: On-Site Sourchs Inc	
SMB Coordinator Brack H	
Date: 10-18	
Type of Lease:	
<ul> <li>Tax Exempt</li> <li>Special Pricing</li> <li>Structured</li> </ul>	
Include following information:	
$\square LRF 1666$	
D APR 17.45	
DLRS	
Residual estimate	
<ul> <li>Monthly Payment (Special Pricing) 632.80</li> </ul>	
□ (Special Pricing Deal) Is Tax Code 0032 YES or NO	
<ul> <li>Down Payment and Monthly Payment (Structured)</li> <li>0 1 @ and @</li> </ul>	
Copy "Quote Calculator"	
KeyFile Documents	
Verified pricing notes in CMS (done by Booking Specialist)	
Approval matches	
Approval do not match (emailing pricing)	

No approval showing (emailing pricing) ņ

## 01/04/2008 03:27:00 PM DELL CONFIDENTIAL Eric\_Seck Dell, Inc Page 2 AUSXOPC101

## LEASE NO: 001 - 006750391 - 015 Assigned to CIT Financial USA Inc.

Financial Services

DELL

# Your Dell Customer Number 19: 7136695

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND GELICATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY. YOUR SIGNATURE ON THE ACCOMPANYING TELECTRONICALLY, YOUR SIGNATURE ON THE ACCOMPANYING TELECTRONIC SIGNATURE E-MAILS AND RECTAIN THEM FOR YOUR RECORDS. ELECTRONICALLY, SAVE AND BOWNLOAD OR PRINT & COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

this lease has been written & "Plan english". When we use you and your in this lease we mean you, the customer who is the lessee workated below. When we use we, us and our we mean the lessor, dell financial services LP. full IPCAL when deleged

ON-SITE SOURCING		(MONTHS)	Son Is Applicable	MONTHLY PERSONAL PROPERTY IAGIAT FEEA \$39.60 "Schact is Applicates	CUMMENCEMENT DATE
DBA NAVE (IF ANY) TYPE OF BUSINESS Comparation BLING ADDRESS: ATREET. CITY, STATE 20 CODE 832 N HENRY ST ALEXANDRIA VA 22314		FINANCUAS TERMS Product Cost # \$14,219,55 Transaction Processing Foo' #575,00 Shipolng Chargos'* 4 \$24,00 (MONTHLY RENT PAYMENTS ARE DUE AND PAYABLE IN ARRE 'A Transaction Processing Foo IB included in the Monthly Rent Payma shown obove. "Charges to ship to you ARE included in the Monthly Rental Payma			minly Reni Payment
PROPUCI LOCATION		GEHERAL P	HODUCT DESCRIPTIO	TTACHMENT A	······
GUARANIOR (IF ANY)	SOCIAL SECURITY NUMBER	EIIO OF LEI	SE PURCHASE OPTIC	PMV	

#### TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "ASIS". 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, WICLIDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASIGN ALL WARRANTIES MADE IU US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WALL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER. 2. ACCEPTANCE, ENTOR ADDRESSED TO THE PRODUCTS ON SERVICES ADD DEGODOR. ON NUMFACTURER, AND/OR

MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIEA, MANUFACTURER, AND/OR BERVICE PROVIDER. 3. ACCEPTANCE: ENTIRE AGREEMENT: DELIVERY: ELECTRONIC SIGNATURES AND RECORDS: BY GIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE THAT THIS LEASE: IS A DET CASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONNITIONAL OBLIGATION TO MAKE ALL PAYMENTE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONNITIONAL OBLIGATION TO MAKE ALL TRAILINGER THIS LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONNITIONAL OBLIGATION TO MAKE ALL PAYMENTE UNDER THIS LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONNITIONAL OBLIGATION TO MAKE ALL THAT THE PRODUCTS WILL BE USED FOR BUGINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES (d) YOU CONFIRM THAT THE PERSON SUGINING THIS LEASE FOR YOU HAS THE ADVICED BY THE STATE OF HILLINGS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELGOTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE AGT AND YOU CONSENT TO THE JURISDICTION OF ANY COUNT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAVE THE RIGHT TO A THAL BY JURY; (I) YOU ACKNOWLED BY THE LAWS OF THE STATE ON YOU EXPRESSLY WAVE THE RIGHT TO A THAL BY JURY; (I) YOU ACKNOWLEDGE AND ACREE THAT THIS LEASE IS SUBJECT TO THE AND THE READINGS SET FORTH IN SECTION IS AND YOU UNDERSTAND AND AGREE THAT THE READE YOU HAUGHT IN A STATE ANYAD BH ANY COURT ARLE STRAIL AND YOU WADERSTAND AND AGREE THAT THE ADRIES TO APPLAL ON CHINGENT IN SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY THAL; YOUR AGUITY TO COMPEL ON HE PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR AGUITY TO COMPEL ON THE REATED THE STRAIL AND THE ADD FORMADICH STATEMENT. THE READENDE OR FHANCIAL REPORT SUDANTITE D TO US IN RIGHTS TO APPLAL ON CHARGE ANY ARBITRATION ANYAD IN

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# 01/04/2008 03:27:21 PM DELL CONFIDENTIAL Eric\_Seck Dell, Inc Page 3 AUSXOPC101

#### LEASE NO: 001 - 006750391 - 015 LEASE NO: 001 - 006750391 - 015 THIS SIGNED LEASE TO US BY E-MAIL, PACSIMULE TRANSMISSION OR BY U.S. MAIL, YOU ACKNOWLEDGE THAT WE ARE RELYING OM 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 PACSIMILE OR E-MAIL WITH THE ELECTRONIC SIGNATURE PROCEDURE AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE GRIGNAL OF THIS LEASE. TO THE BLYENT (IF ANY ITHAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODES THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE. FROM TIME TO THE, AS THE COPY ANILABLE 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 INADVERTIENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY, FOR ANY REASON OR AS THE RESULT OF ANY GAUSE. THE AUTHORITATIVE COPY. AT OUR OPTION, THIS BLEGTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE OBSIGNATED OR MARKED AS THE AUTHORITATIVE COPY AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS BLEGTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE OBSIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE. YOU/LESSEC US/ #3508-(Por DFS use only) Dell Financial Services L.P. 99355 Collections Currer D. Chicago, IL 60693 **ON-SITE SOURCING** Phone (800) 055-3355 Fox (800) 034-4207 or Fax (512) 246-2028 . Xiva AUT AINC ALTHORIZED BICK OFR Ville PRINT NAME AND T IT HAME AND TITLE UNALE DATE 1/3/06 CFD WILLIAM TRUCHAN

Stop D. Please sign and date the YOU/LESSEE section and print your name and Title.

PERSONAL AND CONTINUING GUARANTY OF LEASE NO. 001 - 0067603391-016 This personal series of the seri HOP ALVAL PLARATTON NUE MUTED GUARANION SCOLAL SECURITY HURALER Date:

(UALA Signes) BY SIGNATURE INDIVIDUAL GUARAFITOR NO TITLE . ----CUNRANTOR HOME ADDRESS (STREET, CITY, STATE AND SIP CORE)

Step<sup>®</sup>. If your name is pre-printed, ploase <u>SIGN</u> and date the Personal Guaranty section and provide your name address.

541648470 FROERAL EMPLOYER IDENTIFICATION # IN SOCIAL SECURITY NUMBER IN SOLE IN OPRIETORS Step (D. If your FEI number is not pro-printed, you MUST provide it in the box above.

Please attach a copy of a VOIDED CHECK here. Stap (0. Attach a PRE-PRINTED Volded Check.

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

8 S D Page 2 of 4

#### Ver0801 Mod8.42stlease

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# 01/04/2006 03:27:56 PM DELL CONFIDENTIAL Eric\_Seck Dell, Inc Page 4 AUSXOPC101

## LEASE NO: 001 - 006750391 - 015

3. Losse: Acceptance and Commencament: Term: Ront: We agree to hass to you and you agree to lesse from us the products, services, and software (the "Products") described in Attachment A to this Lesse on the terms and conditions shown in this Lesse. With respect to services, we will only

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Page 3 of 4

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# 01/04/2006 03:28:28 PM DELL CONFIDENTIAL Eric\_Seck Dell, Inc Page 5 AUSXOPC101

#### LEASE NO: 001 - 006750391 - 015

LEASE NOT UVI - UUD/DUSY I \* UID continuing month to month basis until you give us think (30) days notice and deriver the Products to us. During such renewal terms, the Rent payment will remain the same. If the Fair Market Value Purchase Option has been aclocated we will use our resemable judgment to determine the Products in piece value. If you do not garee with our determination, the fair montut rotal value will be dotermined // you at your expense by an independent appraiser value. If you do not garee with our determination, the fair montut rotal value will be dotermined // you at your expense by an independent appraiser value. If you do not garee with our determination, the fair montut rotal value will be dotermined // you at your expense by an independent appraiser value. If you do not garee with our determination, the fair montut rotal value will be dotermined // you at your expense by an independent appraiser in the dotermined in the independent appraiser. If you do not garee out and we and out apprave will to montate. If <u>Astinamenti</u> You will value a way were the way were the fair our halocaver, and the Lesse will terminate. If <u>Astinamenti</u> You will stated and you and you down the tenses of the tenses of the tenses of the tenses and our rights in the tenses of a constraint of the Lesse. Wo may, without notifying You, sull, essign or tension the tenses and our rights in the Products. You same that the transform will be apprecised with ave the some rights and borntills that we have now under the Lesse, but not our obligations. The rights of the Vanisteree will not be subject to any claim, defense, or secial that wurners have acadiment.

you may have address or.

you may have against us. <u>13. Qafaulti</u>: Each of the following is a default ('Default') under the Leest: (a) you fall to pay any Ront or any other payment within (0 days of its due date; (b) you do not partorm any al your colligations under the Leest: (a) you fall to pay any Ront or any other payment within (0 days of its due cantifunes for to days after we have notified your of it; (c) you become inscirient, you descine or and itselved, you assign your assist or the bandhi of your creations of an er voluntarily on yournatified we of the fourmact on other reargonization proceeding; (d) you or any Guarantor provide us incomrad or unders information regulating any material matter in connection with your application for credit or entering into it is Least; or (a) if it's Least has been guarantood by compone other then you, any quaranter of the Least dies, does not pay(cmi its obligations under the Cuaranty or becomes subject to one of the events lated in drives into its into any

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# 01/04/2006 03:29:29 PM DELL CONFIDENTIAL Eric\_Seck Dell, Inc Page 6 AUSXGPC101

LEASE NO: 001 - 006750391-015



Attachment A

Company No: 05

Allached hereto and made a part hereof1 case No: 001 - 006750391-015 between DELL FINANCIAL SERVICES 1...P. as Lessor and ON-SITE SOURCING as Lesso

Product Location	General Product Description/Supplier/Quantity	
832 N HENRY ST	Dell Order #751409238	
ALEXANORIA	Description	Quantity
VA	USB to P62 Cable for PowerEdge3250/B8X0, Customer Install	1
22314	3.0GHz/8MB Cache, Xcon Rodundant, PowerEdge 6850	i
	3.0GHz/8MB Cache, Xeon, Quad Processors for PowerEdge	i
	6850	•
	4GB DDR2 400MHZ(4X1GB) Single Ranked DIMMs	1
	No Koyboard Option	-
	No Manilor Option	1 .
	73GB,U320,SCSI,1IN 10K,PE68X0	4
	Embeddad RAID - PERC4 Embeddedintegrated	
	1.44M8 Floppy Drive	l i
		1
	No Operating System, Microsoft	1
	Mouse Oplion None	1
	Dual On-Board NICS ONLY	1
	24X IDE CD-ROM	1
	Bezel for PE6850	1
	2X3 Split Backplane,PE8850	1
	Electronic Documentation and OpenManage CD Kil, PE6850	1
	73GB,U320,SCSI,1IN 10K,PE66X0	1
	MR5R1,ROMB RAID 1/RAID 5 for Dell PowerEdge 6850	1
	Rack Chassis with Versarall RoundHole Universal for 3rd-	1
	parly racks, PE6850	
	Dual Power Supply, 208 Volt Only	1.
	148GB,U320,SCSI,1IN 10K,PE68X0	1
	146GB,U320,SCSI,11N 10K,PE68X0	1
	148GB,U320,SCSJ,11N 10K,PE68X0	1
	Pramler Enterprise Support - Complex Resolutions	1
	w/AdvancedSoftware Support - 3 Pack - Exp. 3 Years	•
	Type 2 Confract-Same Day 4-Hour 7x24 Parts and	1
	Labor On-sile Response, Init Year	
	Type 2 Contract-Same Day 4-Hour 7x24 Parts and	1
	Labor On-site Response, Two Years	-
	Premier Enterprise Support - SILVER-Premium Services 3	1
	Years	•
	Thank You for buying Dell	1
	Please visit WWW.Dell.COM	i
	On-Site Installation Declined	
		•

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

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03/21/2006 16:27 FAX

Ø 001/009

# Assigned to CET Phranelal USA Inc.

### LEASE NO: 001 - 006750391 - 017

Dell	puller 1
Financial Servicas	ET SECT
· 🕂	Acor

Your Dell Customer Number is: 7136695

#### Company No: 05

CONTIDUATY INC. UD THIS LEASE AGREEMENT ("LEASE") BETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IP THIS LEASE HAS BEEN PROVIDED TO YOU ELECTRONICALLY AND YOU WISH TO ENTER INTO THIS LEAGE GLECTRONICALLY, YOUR GRAATURE ON THE ACCOMPANYING "ELECTRONIC SIGNATURE E-MAIL" WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD DR 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 YOUN IN THIS LEASE WE MEAN YOU, THE CLISTOMER WHO IS THE LESSEE INDICATED DELOW, WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.P.

ON-BITE SOURCING		LEASE TERM (MONTHS) 24	MONTHLY RENT PAYMENT* \$1,678.80 Asubject to Applicable Tax	MONTHLY PERSONAL PROPERTY MGMT FEE^ \$111.24 "Budjeti in Applicable Tery	COMMENCEMENT DATE
DBA NAME (IF ANY) BILLING ADDRESS: STREET, CITY, STA ZIP GODE 832 N HENRY ST ALEXANDRIA VA 22314	TYPE OF DUBINEBS Corporation	Shipping Cr (MCINTHLY "A Transact shown abov	338,946 Processing Fea* =\$ argas** = \$186 RENT PAYMENTS Ion Processing Fee 1	5.00 75.00 ),00 ARE DUE AND PAY/ S Included in the Mo	
PRODUCT LOCATION SEE ATTA	CHMENT A	GENERAL PI		WISUPPLIER	
GUARANTOR (IF ANY)	SOCIAL SECURITY NUMBER	END OF LEA	SE PURCHASE OPTIC	FMV	

#### TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES; WE ARE LEASING THE PRODUCTS TO YOU "AS-IB". 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 MERCHANTABLITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCY OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY RUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL WALK ALL OF AND CONTRUCTION OF DEPENDENCE OF THE PRODUCY OF ANY SERVICES. MAKE ALL CLAIMB OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST BLICH BUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. ACCEPTANCE: ENTIBE 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 (S A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNGONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (d) YOU AGREE THAT THIS DECEMENT. THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, PAMILY OR HOUBEHOLD 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; (6) 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 APPLICAGLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND REGARD TO HIS GUNCLICTS OF LAWS PRINCIPLED AND TO THE EXTENT APPLICABLE, THE ELECTRONIC BIOMATORED 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 THIAL BY JURY; (I) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN BECTION 15 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION; YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JUNY 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 (0) 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 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 BIGN THIS LEAGE BY COMPLETING THE BIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR AND HE BIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR AND HE BIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US FOR THE FACE ALL OF THE BIGNATURE AND THIS LEASE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US FOR THE FACE ALL OF THE BIGNED AND THE BI BY U.S. MAIL. IF YOU DELIVER THIS BIGNED 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 BIGNATURE, WE MAY SUPPLY THE MISSING PAGEG 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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Ver0801 Mod8.42stlease

## LEASE NO: 001 - 006750391 - 017

LEASE NO: UUT - UUD750391 - U17 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 LEAGE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEAHING, 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 BIGNATURE / 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 GOPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE GOPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ACHIVE COPY, AND THE REBORDED THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY. MAY BE RESTORED FROM A BACKUP OR ACHIVE COPY, AND THE REBORDED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION. THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, BUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

YONICEBBEE: ON-SITE SOURC	ING 17		USILEABOH: (For D Dell Financial Services L.P. 99365 Collections Center Drive Chicago, IL 60693	FS use only) Phone (800) 955-3358 Fax (800) 934-4207 or Fax (612) 248-2028
AUTHORIE PYSTOLIKI	The handle			FB use only)
PRINT NAME AND THE	F TRUCHAN	3/14/26	PRINT NAME AND TAKE AT For I	DATE
Step <sup>®</sup> . Please sig	n and date the YOU/LESSE	E section and print	your name and Title.	
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	stop Ø, Altach a	PRE-PRINTED VO	idød Check.	
IF WE SEND THIB LE THE E-MAIL, PLEAS	ASE TO YOU BY AN E-MAIL <u>A</u> E <u>DO NOT</u> COMPLETE STEPS	<u>ND</u> YOU ARE COMP 1-4 ABOVE.	LETING THE ELECTRONIC ACCE	PTANCE PROCEOURE OUTLINED IN

### LEASE NO: 001 - 006750391 - 017

3. Lones: Accoptance and Commencement: Torm; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the 'Products') described in Albudiment A to this Lease on the turins and conditions shown in this Lease. With respect to services, we will only finance une-time charges for services randered in connection with the Products. Services may include dolivery and installation fees, or similar services finance one-time charges for services randered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Products will be deemed intervocably accepted for purposes of this Lease five (3) days after shipment from the Supplier (the "Acceptance Date"). This Lease will begin on the Commencement Date spacified on the first page of this Lease, or if no date is specified, you give us the right to insort the Commencement Date as the closes 1<sup>st</sup>, 5<sup>th</sup>, 9<sup>th</sup>, 13<sup>th</sup>, 17<sup>th</sup> or 21<sup>st</sup> of the month following the Acceptance Date). This Lease, for you give us the right to insort the Commencement Date as the closes 1<sup>st</sup>, 5<sup>th</sup>, 9<sup>th</sup>, 13<sup>th</sup>, 17<sup>th</sup> or 21<sup>st</sup> of the month following the Acceptance Date (the "Commencement Date"). When you modive the Products, you area to inspect them promptly and adves 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 <u>www.dell.com</u>, within 30 days after shipment from Dell and in the condition and mennor required by Dell under the Policy in the Lease obligations associated with those respective Products will terminate. You are responsible for froight charges to deliver and ratum the Products under the Policy. Contact Dell for complete datails regarding the Policy. If payments are due in arcrars, the first Rent payment is due on the Commencement Date. (Date: Added to the first payment of Rant calculated based on a 30-day wonth or 60-day quarter (a supportate) (but pay after the payment calculated based on a 30-day wonth or 60-day quarter (as appropriate) for the payment of Rant solute of bate to be be pained from the Acceptance Date to be to be to be to the solute of the payment is due to the payment bate to be to b shall be a proteted portion of Rent calculated based on a 30-day month or 80-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 table, this ball by the set of the

payment littled 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 (1) 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.** <u>Selection and Orderhim of Products</u>: You select the type and quantity of the Products subject to this Lesse. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplior, you easign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lesse) effostive rich to the passage of tills by the Supplier to you. **5.** <u>Location; Use; Alterations; Inspection;</u> You will use the Products solid at the location specified in the Lesse, or if none is specified, at your billing address. Except for temporary tolocation of labtop personal computers, you may not move the Products without our prior written constant, 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 accidance with the end user license terms of the applicable software licenses are activity of all applicable laws. You will use all software in accidance with the and will use them in compliance with all applicable laws. You will use all software in the products will be are imported to the products in products in the products upless the additions or improvements to the product will be product or improvement would be applicable software in accordance with the end user license terms of the applicable software licenses are different with all applicable laws. You were used anot products a software in accidence with the s 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 Producto, or impair their utility. You may remove any such addition or improvement at the end of the Lesse (f (i) you restore the Products to their angles) in Products resulting from the removal; (ii) you restore the Products to their angles) and functional condition (excluding ordinary condition).

(i) you ropair any damage to Products resulting from life ramoval; (ii) you restore the Products incapable of used and functional confiltion (excluding ordinary wear and lear); and, (iii) the romoval does not violate any License or render the Products incapable of use or operation. All additions or improvements not ramoved will become our property at no cost to us. You agree that thet, we, our assignees, and agento, may inspect the Products at the oremises where the Products are located at any reasonable time with prior notice.
§, <u>Title: Quiet Euloymont; Personal Property Filting;</u> We are the owner of and will hold the to the Products. You will keep the Products free from any and all times, and unstances 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 reneval term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a two agree intended to security under UCC Article 2, you grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, and dillornate do no your behalf and to locate a your afforder to be an use of the locate.

<sup>2</sup> socurity interest in the Products (including any replacements, substitutions, additions, allachments and proceeds). You autionize 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 agries to pay a one-lime Transaction Processing Fee to covor our costs for such filing and other documentaliton costs. <u>7. Loss or Damage:</u> From the time the Products are delivered to a carrier for shipment to you until their ratum to us, you are responsible for any loss, thoft, during a 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 and of the same of the same or menufacture and equal or greater capacity and capability, with clear title thereto in us; or (b) pay to its "Stipulated Loss Value" which is the same of: (i) all Rent payments for all the Products and other amounts past due (lpus Interest in versor) or currently owed to us under the Lease, and of the same of: (i) all Rent payments for all the Products and other amounts past due (lpus Interest) or extinated value of our restituein the Lease, and including unpaid taxes; (ii) all future. Rent payments bet would acque over the remaining Lease Tem plus our estimated value of our restituents to be discounted to present value at a discount rate equal to the test Test and the same of the Products at the end of the Lease Term, such a would acque over the test and a biscount rate equal to the federal Resterve Bank. all of the Products at the end of the Lesse Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rute in effect at the Communicement Date of the Lesse ("Discount Rate") and (iii) any costs and expenses incurved 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-16-WHERE-IS", without any warranty, express or

when you pay the amount or (c) acove is us, we will transfer to you out intorest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose. <u>a. Insurances</u>: For the Jeaso Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or their for damage to its Products, for their full replacement value naming us as less payee and (b) public liability and third party property damage insurance naming us as an additional insurance shall be in a form and emount 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 us for each of the better to be the policy. 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. Taxos: You will pay when due, either directly on to us on demend, all taxos (local, state and federal). finos or penalties which may new or heroafter be impaced or levied upon the Lease and the Products, excluding taxes on our not income. We do not have to pontest any taxos, fines or penalties, Wo may, at our option, charge you a liquidated monify personal property management fae, to be added to Rant peyments awed 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 formation of the lease.

Products (including but not limited to cables, powor cords, koys, etc.) In good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary woar 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 carify that you will other (i) return all copies of the manuals, printed material, carificates of authenticity and media (the 'Operating System Software Kit') or (ii) destroy all copies of the Operating System Software Kit') or (ii) destroy all copies of the Operating System Software Kit') or (ii) destroy all copies of the Operating System Software Kit') or (ii) destroy all copies of the Operating System Software Kit') or (ii) destroy all copies of the Operating System Software Kit') or (ii) destroy all copies of the Operating System Software Kit') or (ii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') or (iii) destroy all copies of the Operating System Software Kit') o Products

11. Purchase Ontion: Automatic Renewal; If no Osfault 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 them fair market value of the Products will be as determined by us, glus any applicable taxes. Unless the Purchase Option price is \$1, you must give us written notice at least ninoty (90) days hefore the and of the Lease Tarm that you will purchase the Products or that you will return the Products to us on the last day of the Lease Term, this Lease will automatically renew for an editional ninety (90) day term and thereafter on a BSD

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continuing month to month basis until you give us thirty (30) days notice and doliver the Products to us. During such renewal terms, the Rent payment will remein 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. It you do not agree with our determination, the fair market relatively will be determined for you at your expense by an independent appreisur selected by us. Upon payment in full of the Purchase Option pice and any amounts which may he due herounder, we will vensfar our interest in the Products to you "As-IB-WHERE-IS", without any warranty whatsoever, and the Leves will terminate.

12. Assignment: YOU MAY NOT ASSIGN, BELL, TRANSFER, OR BUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, willout nothing you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferes will have the same rights and tenelity that we have now under the Lease, but not our obligations. The rights of the transferes 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 dua dats; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our attillates and this failure continues for 10 days after we have notified you of it; (c) you become incelvent, you descive or and discoved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankingtoy or other accentication proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in confection with your application regarding into this Lease; or (e) if this Lease has been guaranteed by sumeone other than you, any guarantor of the Lease dios, does not perform its obligations under the Guaranty or becomes subject to one of the ovents listed in clause (c).

14. Remedies: If a Datault occurs, we may do one or more of the following: (a) we may central or terminate the Lense or any agreements that we have entered (now with you or with you or with you offer of ordit) (h) we may require you to pay us, as companisation to take of our bargatin and not as a penalty, a sum equal to (i) the Silpulated Lens Value calculated undor Section 7 plus (ii) any costs and expenses (including breakage feed) incurred as a penalty, a line Ostaviti (c) we may require you to deliver the Products to us as set forth to Section 10; (d) we or our agent may peacofully reporses the Products without court order and you will not make any claims against us for thespase, demages or any other reason and (o) we may exercise any other right at lew or in notify. You agree to put all of our costs of enforcing our rights against you, including reasonable attomays fees. If we take passession of the Products we may set or plasmet us to the Products, with or willour noice, at public or private rand apply the net proceeds (after we have deducted our costs reliated to the sale and disposition) to the memory that are our own or such as required by taw to be given, 10 days notice will constitut reasonable notice. You will remain separable for any smouths that are due that the due stat are observed.

15. Indemnity: You are responsible for losses, demages, penalties, values, costs (including attorneys) faces and expenses), actions, suits and proceedings of every kind, (collocitvely "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products, (including any defacts in the Prinducts). You will reimburse us for, and if we request defand 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 partice, any application or udvertisement related to the Lease or the volidity of this arbitration clause or the entire Lease, rusalved by binding arbitration pursuant to the Commercial Arbitration agreement related to the Lease or the volidity of this arbitration clause or the entire Lease, rusalved by binding arbitration pursuant to the Commercial Arbitration agreement aspects and the structure agreement, however, then the terms of this arbitration agreement is hade out and the average area and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, *et eag.* Judgment upon the eward rendered may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitration. Entered in any court having jurisdiction. Any arbitration word in excase 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 arbitration. The partition agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitration. The partition agreement is made agree and understand that they have on right to export any clause of the digntes through arbitration agreement. You agree they have on aght or exporting to relating under case taw, statukary law, and all other laws including, but not finited to, all contract, tort, and properly dispute, may be subject to binding any partical agree and understand that and adreement the advected or provided with the laws. No class action or request for rolled may be avoided or provided by the Products or to anticular gree and understand that the arbitration agreement. You agree they obtain to record precedings as a representative or a member of any clai

LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED. <u>17. Finance Lases</u>: You agree that if Aviole 2A of the Uniform Commical Code applies to this Lesse, this Lesse will be considered a "finance lesse" ns defined by Article 2A and by signing like Lesse you acknowludge that either (1) you have received, raviewed and approved the Supply Contract with the Supplier or (2) we have informati you of the Identity of the Supplior, 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 LESSE.

15. Miscellamenta: 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, howavar, that we are authorized, without antice 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 of our rights and remedies will survive termination of this Lease. All redices onder the Loss under this Losse will be given in writing and with the considered given when deposited in the U.S. mail, postage propaid, facsimile or descronleaity transmitted, addressed to the respective address given above or to a substitute address specified in writing try 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 the construct as a consent or waiver of any other treach of the same an any provision. It any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express include at both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable parmitted to be charged, or collected under applicable law and any such excees payment will be applied to payments under the Lease in inverse order of maturity and the remsining payments will be refunded to you.

BSD Puge 4 of 4

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# LEASE NO: 001 - 006750391-017



# Attachment A

Company No: 05

Attached hereto and made a part hereof Lease No: 001 - 00675039)-017 between DELL FINANCIAL SERVICES L.P. as Lessor and ON-SITE SOURCING as Lesser:

Product Location 834 N HENRY ST	General Product Description/Supplier/Guantity Dell Order #865716383	
ALEXANDRIA	Description	Quantity
VA	3.16GHz/1MB Cache, Xeon Redundant, PowerEdge 0850	2
22314	3.18GHz/1MB Cache, Xeon Dual Processor for PowerEdge	2
	6850	
	4GB DDR2 400MHZ(4X1GB) Single Ranked DIMMs	2
	No keyboard Option, No Filler	2
	No Monitor Option	2
	73G8,U320,SCSI,1IN 10K,PE68X0	2
	Embedded RAID - PERC4 EmbeddedIntegrated	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	<b>2</b> -1
	Bezel for PE6850	2
a.	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 6860	2
		2
	Rack Chassis with Versarall RoundHole-Universel for 3rd- party racks, PE6050	
	Dual Power Supply, 208 Volt Only	2
	146GB, U320, SCSI, 1IN 10K, PE68X0	2
	148GB, U320, SCSI, 1IN 10K, PE68X0	2
	146GB, UJ20, SCSI, 11N 10K, PE88X0	2
	Premier Enterprise Support - Complex Resolutions	2
	w/AdvancedSoftware Support - 3 Pack - Exp. 3 Years	-
	Type 2 Contract-Samo 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	4
	Thank You for buying Del	9
	Please visit WWW,Dell.COM	2
	Doll Education Casting Online Enterpola Statistics in the last	2
	Dell Education Services OnlineEnterprise Training included	2
	W/purchase, take courses at LearnDell.com 80-Day Access	
	On-Site Installation Declined	2
834 N HENRY ST	Dell Order #805717807	
ALEXANDRIA	Description	Quantity
VA 22314	3.0GHz/2MB Cache, Xeon, 800MHzFront Side Bus for PowerEdge 1860	3
1	3 AGHZ/2MR Cooke Veen 2001/U-Crew Cute Due Cod	9
	3.0GHz/2MB Cache, Xeon, 800MHzFront Side Bus, 2nd	3
	processor for PowerEdge 1850	
	4GB DDR2 400MHz (4X1GB) Single Ranked DIMMs	3

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LEASE NO: 001 - 006750391 - 017	
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 EmbeddedIntegrated	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	<b>3</b> 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 PERC4el	3
Rack Chassis w/Rapid Ralls forDell, HPQ or other Square	š
HoleRacka, PE1850	0
Redundant Power Supply With Dual Cords, No Y-Cord, PE1850	3
Premier Enterprise Support - Complex Resolutions	3
w/AdvancedSoftware Support - 3 Pack - Exp. 3 Years	-
Type 2 Contract Same Day 4HR Parts and Labor On-Site	3
Response, Initial Year	-
Type 2 Contract Same Day 4HR Parts and Labor On-Sile	3
Response, Two Years	
Premier Enterprise Support - SILVER-Premium Services 3	3
Years	
Thank You for buying Dell	3
Please visit WWW.Dell.COM	3
Dell Education Services OnlineEnterprise Training Included	3
w/purchase, take courses at LearnDell.com 90-Day Accese	
On-Site Installation Declined	3
Dell Order #865717336	
Description	Quantity
3.0GHz/2MB Cache, Xean, BOOMHzFront Side Bus for	2
PowerEdge 2850	_
3.0GHz/2MB Cache, Xeon, 800MHzFront Side Bus, 2nd	2
processor for PowerEdge 2850	0
4GB DDR2 400MHz (4X1GB) Single Ranked DIMMs	2
No keyboard Option, No Filler	2 2
No Monitor Option Riser,ROMB and PCI-E,PE2850	2
RISEL, KUMB 200 POPE, FE2000 72/28 Ligga R/CE Lini 407 DE0060	2
73GB,U320,SCSI,1IN 10K,PE2850 Embedded RAID - PERC4 Embedded Integratod	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 PE2050	2
2+4 Split Backplane Daughtercard	2
Electronic Documentation and OpenManage CD Kit, PE2860	2
7398,U320,SCSI,1IN 10K,PE2850	2
MR1R5, ROMB RAID 1/RAID 5 Drives attached to PERC4ei	2
PE2850 Rack Chassis w/Rapid Rails forDell, HPQ or other Square	2
HoleRacks, PE2650 Redundant Power Supply With Straight Cords, No Y-Cord	2
PE2850 148GB,U320,SCS), 11N 10K,PE2850	2
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834 N HENRY ST ALEXANDRIA VA 22314

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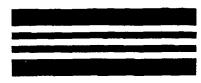
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# LEASE NO: 001 - 006750391 - 017

148GB,U320,SCSI,1IN 10K,PE2850	2
146GB,U320,SCSI,1IN 10K,PE2860	2
DECLINED CRITICAL BUSINESS CRITICAL SERVER OR	2
STORAGE SUPPORT PACKAGE-CALL YOUR DELLSALES	
REP IF UPGRADE NEEDED	
Type 2 Contract Same Day 4I-IR 7 x 24 Parts and Labor On-	2
SiteResponse, Initial Year	
Type 2 Contract Same Day 4HR Parts and Labor On-Site	2
Response, Two Years	
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.

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	S (Iront and back) CAREFULLY				
	ONTACT AT FILER [optional]				
Diligenz, Inc.	1-800-858-5294				
3. SEND ACKNOWLEDG	MENT TO: (Name and Address)				
<b>_</b>	•	Filing Nur	mber: 51362	616	
Diligenz, In	С.	Filing Dat	e : 05/03/	2005	
	our Heights Pkwy, Suite 400				
Mukilteo, W					
		, , , , , , , , , , , , , , , , , , ,			
			VE SPACE IS FO	R FILING OFFICE US	
	ULL LEGAL NAME - insert only one debtor name (1)	a or 1b) - do not abbreviate or combine names			
1a. ORGANIZATION'S N					
ON-SITE SOL					
R 16. INDIVIDUAL'S LAST	NAME	FIRSTNAME	MIDDLE	NAME	SUFFIX
MAILING ADDRESS	СПУ	STATE	POSTAL CODE	COUNTRY	
	-	слу Alexandria	STATE VA	POSTAL CODE 22314	USA
332 N HENRY ST	ADD'L INFO RE 16. TYPE OF ORGANIZATION		VA		USA
832 N HENRY ST		Alexandria	VA	22314	USA
832 N HENRY ST 1. TAX ID #: SSN OR EIN	ADDL INFORE 10. TYPE OF ORGANIZATION ORGANIZATION DEBTOR CORPORATION	Alexandria 11. JURISDICTION OF ORGANIZATION DE	VA 1g. ORG	22314	USA
832 N HENRY ST	ADD'L INFO RE 10. TYPE OF ORGANIZATION ORGANIZATION DEBTOR COrporation R'S EXACT FULL LEGAL NAME - Insert only page	Alexandria 11. JURISDICTION OF ORGANIZATION DE	VA 1g. ORG	22314	USA
332 N HENRY ST	ADD'L INFO RE 10. TYPE OF ORGANIZATION ORGANIZATION DEBTOR COrporation R'S EXACT FULL LEGAL NAME - Insert only page	Alexandria 11. JURISDICTION OF ORGANIZATION DE	VA 1g. ORG	22314	USA
332 N HENRY ST 1. TAX ID #: SSN OR EIN ADDITIONAL DEBTO 28. ORGANIZATION'S N	ADD'L INFO RE 10. TYPE OF ORGANIZATION ORGANIZATION DEBTOR COrporation R'S EXACT FULL LEGAL NAME - Insert only page AME	Alexandria 11. JURISDICTION OF ORGANIZATION DE	VA 1g. ORG	22314 ANIZATIONAL ID #, if any	USA
B32 N HENRY ST 1. TAX ID #: SSN OR EIN ADDITIONAL DEBTO 28. ORGANIZATION'S N	ADD'L INFO RE 10. TYPE OF ORGANIZATION ORGANIZATION DEBTOR COrporation R'S EXACT FULL LEGAL NAME - Insert only page AME	Alexandria 11. JURISDICTION OF ORGANIZATION DE debtor neme (2a or 2b) - do not abbreviate or c	VA 1g. ORG J combine names	22314 ANIZATIONAL ID #, if any	
332 N HENRY S1           1. TAX ID #:         SSN OR EIN           . ADDITIONAL DEBTO           28. ORGANIZATION'S N           PR           26. INDIVIDUAL'S LAST	ADD'L INFO RE 10. TYPE OF ORGANIZATION ORGANIZATION DEBTOR COrporation R'S EXACT FULL LEGAL NAME - Insert only page AME	Alexandria 11. JURISDICTION OF ORGANIZATION DE debtor name (2a or 2b) - do not abbreviate or of FIRST NAME	VA 19. ORG J ombine names MIDDLE	22314 ANIZATIONAL ID #, if any NAME	
B32 N HENRY S1           1. TAX ID #:         SSN OR EIN           . ADDITIONAL DEBTO           28. ORGANIZATION'S N           PR         26. INDIVIDUAL'S LAST	ADD'L INFO RE 10. TYPE OF ORGANIZATION ORGANIZATION DEBTOR COrporation R'S EXACT FULL LEGAL NAME - Insert only page AME	Alexandria 11. JURISDICTION OF ORGANIZATION DE debtor neme (2a or 2b) - do not abbreviate or c	VA 1g. ORG J combine names	22314 ANIZATIONAL ID #, if any	
832 N HENRY ST a. TAX ID #: SSN OR EIN ADDITIONAL DEBTO 20. ORGANIZATION'S N 20. INDIVIDUAL'S LAST a. MAILING ADDRESS	ADD'L INFO RE 10. TYPE OF ORGANIZATION ORGANIZATION DEBTOR COrporation R'S EXACT FULL LEGAL NAME - Insert only DDB AME	Alexandria 11. JURISDICTION OF ORGANIZATION DE debtor neme (2a or 2b) - do not abbreviate or of FIRST NAME CITY	VA 19. ORG 19.	22314 ANIZATIONAL ID #, II any NAME POSTAL CODE	
832 N HENRY ST a. TAX ID #: SSN OR EIN ADDITIONAL DEBTO 20. ORGANIZATION'S N 20. INDIVIDUAL'S LAST a. MAILING ADDRESS	ADD'L INFO RE 10. TYPE OF ORGANIZATION ORGANIZATION COrporation R'S EXACT FULL LEGAL NAME - Insert only DID AME NAME	Alexandria 11. JURISDICTION OF ORGANIZATION DE debtor name (2a or 2b) - do not abbreviate or of FIRST NAME	VA 19. ORG 19.	22314 ANIZATIONAL ID #, if any NAME	
B32 N HENRY ST ADDITIONAL DEBTO 2a. ORGANIZATION'S N 2b. INDIVIDUAL'S LAST c. MAILING ADDRESS d. TAX ID #: SSN OR EIN	ADD'L INFO RE 10. TYPE OF ORGANIZATION ORGANIZATION COrporation R'S EXACT FULL LEGAL NAME - Insert only DID AME NAME ADD'L INFO RE 20. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	Alexandria 11. JURISDICTION OF ORGANIZATION DE debtor neme (2a or 2b) - do not ebbreviate or of FIRST NAME CITY 21. JURISDICTION OF ORGANIZATION	MIDDLE STATE	22314 ANIZATIONAL ID #, II any NAME POSTAL CODE	
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332 N HENRY ST           1. TAX ID #:         SSN OR EIN           . ADDITIONAL DEBTO           28. ORGANIZATION'S N           20. INDIVIDUAL'S LAST           c. MAILING ADDRESS           d. TAX ID #:           SSN OR EIN           . SECURED PARTY'S           38. ORGANIZATION'S N	ADD'L INFO RE 10. TYPE OF ORGANIZATION ORGANIZATION COrporation R'S EXACT FULL LEGAL NAME - Insert only pro- AME NAME NAME ADD'L INFO RE 20. TYPE OF ORGANIZATION ORGANIZATION DEBTOR 1 S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNC AME Services, L.P.	Alexandria 11. JURISDICTION OF ORGANIZATION DE debtor name (2a or 2b) - do not abbreviate or c FIRST NAME CITY 21. JURISDICTION OF ORGANIZATION L PR S/P) - insert only <u>one</u> secured party meme (3a)	MIDDLE STATE 29. ORG	22314 ANIZATIONAL ID #, If any NAME POSTAL CODE ANIZATIONAL ID #, If any	

certain Equipment Lease #006750391-002 dated APRIL 29, 2005, and/or any other Equipment leased pursuant to Leases by Description autivity 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): X 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 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] (AODITIONAL FEE) [optional]	Il Debtors Debtor 1 Debtor 2
8, OPTIONAL FILER REFERENCE DATA	
[13009430]	

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



UCC FINANCING							
FOLLOW INSTRUCTIONS							
	1-800-858-5	• • •					
Diligenz, Inc. B. SEND ACKNOWLEDGM							
B. SEND ACKNOWLEDG	NENTTO: (Nam	e and Addressy					
				Filing Number :	513902	294	
Diligenz, Inc	t.		l	Filing Date :	05/05/2	2005	
		kwy, Suite 400		· · · · · · · · · · · · · · · · · · ·		-	
Mukilteo, W							
	100210						
				THE ABOVE SPA	CE IS FO	R FILING OFFICE US	EONLY
1. DEBTOR'S EXACT FU	ILL LEGAL NAM	E - Insert only one deblor name (1a	or 1b) - do not abbreviate	e or combine names			
18. ORGANIZATION'S NA	ME					·····	
ON-SITE SOUR		•					
OR 16. INDIVIDUAL'S LAST N	AME		FIRST NAME		MIDDLE	VAME	SUFFIX
1c. MAILING ADDRESS		···	CITY		STATE	POSTAL CODE	COUNTRY
832 N HENRY ST			Alexandria		VA	22314	USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE	18, TYPE OF ORGANIZATION	11. JURISDICTION O	FORGANIZATION	10. ORGA	NIZATIONAL ID #, if any	
	ORGANIZATION DEBTOR	Corporation	DE		1.9		<b></b>
		LEGAL NAME - Insert only one					NONE
2. ADDITIONAL DEDITOR		LEGAL NAME - Insert only one	Gebtor name (28 or 26) - 1	to not appreviate or compline r	8/1185		
OR 26. INDIVIDUAL'S LAST N	AME		FIRST NAME		MIDDLE	NAME	SUFFIX
							001112
2c. MAILING ADDRESS			CITY			IDGOTH GODG	
26. MAILING ADURESS					STATE	POSTAL CODE	COUNTRY
20. TAX ID #: SSN OR EIN	ORGANIZATION	28. TYPE OF ORGANIZATION	21. JURISDICTION O	FORGANIZATION	2g. ORG/	NIZATIONAL ID #, if any	
	DEBTOR		_1				
3. SECURED PARTY'S	NAME (or NAME o	TOTAL ASSIGNEE of ASSIGNO	R S/P) - insert only pre se	curad party name (3a or 3b)			
3a. ORGANIZATION'S NA							
Dell Financial S		•					
OR 36. INDIVIDUAL'S LAST N	IAME		FIRST NAME	······································	MIDDLE	NAME	SUFFIX
3c. MAILING ADDRESS	·		CITY		STATE	POSTAL CODE	COUNTRY
12234 N. IH-35, BI	dg. B		Austin		lтх	78753	USA
4. This FINANCING STATEME							

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.

6. This FINANCING STATEMENT is to be filed (for record) (or record) in the REAL (7, Check to REQUEST SEARCH REPORT(S) on Debtor(s) 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)

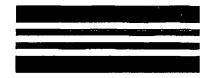


A. NAME & PHONE OF (	S (front and back						
Diligenz, Inc. B. SEND ACKNOWLEDO							
	INCINE TO: UNAIT	e and Audress)					
				Filing Number :	51421	313	
Diligenz, In	<b>~</b>		'	Ellina Data	05/00/	2005	
		kwy, Suite 400		Filing Date :	05/09/	2005	
Mukilteo, W		wy, oute 400					
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L_							
					CE IS FO	R FILING OFFICE US	EONLY
I. DEBTOR'S EXACT F	ULL LEGAL NAM	E - Insert only one debtor name (1a	or 1b) - do not abbreviate or co	mbine names			
18. ORGANIZATION'S N					-		
ON-SITE SOL		•					
OR Th. INDIVIDUAL'S LAST	NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
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IC. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
832 N HENRY ST		1	Alexandria		VA	22314	USA
Id. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION	16. TYPE OF ORGANIZATION	11. JURISDICTION OF ORG	ANIZATION	1g. ORGANIZATIONAL ID #, if any		
	DEBTOR	Corporation	I DE		1		
	R'S EXACT FULL	LEGAL NAME - insert only one of	lebtor name (2a or 2b) - do not	abbraviate or combine na	ames	· · · · · · · · · · · · · · · · · · ·	
2. ADDITIONAL DEBTO							
2. ADDITIONAL DEBTO 2a. ORGANIZATION'S N	AME						
2a. ORGANIZATION'S N	AME						
2a. ORGANIZATION'S N	AME		FIRST NAME		MIDDLE	NAME	SUFFIX
2. ADDITIONAL DEBTO	AME				MIDDLE	NAME	SUFFIX
2a. ORGANIZATION'S N OR 2b. INDIVIDUAL'S LAST	AME				MIDDLE	NAME POSTAL CODE	SUFFIX
2a. ORGANIZATION'S N			FIRST NAME				
22. ORGANIZATION'S N 25. INDIVIDUAL'S LAST 26. MAILING ADDRESS		28. TYPE OF ORGANIZATION	FIRST NAME	ANIZATION	STATE		COUNTRY
2a. ORGANIZATION'S N OR 2b. INDIVIDUAL'S LAST		28. TYPE OF ORGANIZATION	FIRST NAME	ANIZATION	STATE	POSTAL CODE	COUNTRY
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2a. ORGANIZATION'S N           2b. INDIVIDUAL'S LAST           2b. INDIVIDUAL'S LAST           2c. MAILING ADDRESS           2d. TAX ID #: SSN OR EIN           3. SECURED PARTY'S           3a. ORGANIZATION'S N	AME ADD'L INFO RE ORGANIZATION DEBTOR 3 NAME (or NAME o AME	FTOTAL ASSIGNEE of ASSIGNOR	FIRST NAME CITY 21. JURISDICTION OF ORG		STATE	POSTAL CODE	COUNTRY
22. ORGANIZATION'S N 25. INDIVIDUAL'S LAST 26. MAILING ADDRESS 26. TAX ID #: SSN OR EIN 3. SECURED PARTY'S 36. ORGANIZATION'S N Dell Financial	AME NAME ORGANIZATION DEBTOR 5 NAME (or NAME o AME Services, L.P	FTOTAL ASSIGNEE of ASSIGNOR	FIRST NAME CITY 21. JURISDICTION OF ORG		STATE	POSTAL CODE	COUNTRY
22. ORGANIZATION'S N 25. INDIVIDUAL'S LAST 26. MAILING ADDRESS 26. TAX ID #: SSN OR EIN 3. SECURED PARTY'S 34. ORGANIZATION'S N Dell Financial	AME NAME ORGANIZATION DEBTOR 5 NAME (or NAME o AME Services, L.P	FTOTAL ASSIGNEE of ASSIGNOR	FIRST NAME CITY 21. JURISDICTION OF ORG		STATE	POSTAL CODE	COUNTRY
2a. ORGANIZATION'S N           2b. INDIVIDUAL'S LAST           2b. INDIVIDUAL'S LAST           2c. MAILING ADDRESS           2d. TAX ID #: SSN OR EIN           3. SECURED PARTY'S           3a. ORGANIZATION'S N           Dell Financial	AME NAME ORGANIZATION DEBTOR 5 NAME (or NAME o AME Services, L.P	FTOTAL ASSIGNEE of ASSIGNOR	FIRST NAME CITY 21. JURISDICTION OF ORG 2. 3 SIP) - Insert only <u>one</u> secured		STATE 2g. ORG	POSTAL CODE	
2a. ORGANIZATION'S N           2b. INDIVIDUAL'S LAST           2b. INDIVIDUAL'S LAST           2c. MAILING ADDRESS           2d. TAX ID #: SSN OR EIN           3. SECURED PARTY'S           3a. ORGANIZATION'S N	AME NAME ORGANIZATION DEBTOR 5 NAME (or NAME o AME Services, L.P	FTOTAL ASSIGNEE of ASSIGNOR	FIRST NAME CITY 21. JURISDICTION OF ORG 2. 3 SIP) - Insert only <u>one</u> secured		STATE 2g. ORG	POSTAL CODE	

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.

6. This FINANCING STATEMENT is to be filed (for record) (or record) in the REAL 7. Check to REOUEST SEARCH REPORT(S) on Deblor(s) All Deblors Deblor 1 Deblor 2 (on Deblor 1 Deblor 2) (additional fee)
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



LICC FINANCING STATEMENT

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

OLLOW INSTRUCTION							
	CONTACT AT FILER [optional	ŋ					
	1-800-858-5294						
B. SEND ACKNOWLED	3MENT TO: (Name and Add	ress)					
Γ				Filing Number :	51436	956	
Diligenz, In	ic.		ï	Filing Date :	05/10/	2005	
	our Heights Pkwy, Su	uite 400		raing Date :	03/10/	2005	
Mukilteo, V							
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1			l l				
DEBTOR'S EXACT I	ULL LEGAL NAME - Insert on	uana dabtar area (ta		THE ABOVE SPA	CEISFO	R FILING OFFICE U	SEONLY
1a. ORGANIZATION'S N	AME	y grig deptor name (1a	or 19) - do not abbreviate or com	bine names			
ON-SITE SOL	RCING, INC.						
DR 15. INDIVIDUAL'S LAST	NAME	<u> </u>	FIRST NAME		MIDDLE	NAME	SUFFIX
			1				
c. MAILING ADDRESS		······	CITY		STATE	POSTAL CODE	COUNTRY
						I CONCOUL	looning
832 N HENRY S	Г		Alexandria		VA	22314	USA
	ADD'L INFO RE 10. TYPE O	FORGANIZATION	Alexandria		1		USA
			Alexandria	NIZATION	1	22314	USA
d. TAX ID #: SSN OR EIN	ADD'L INFO RE 10. TYPE O ORGANIZATION DEBTOR COPPOL R'S EXACT FULL LEGAL NA	ration	Alexandria		1g. ORG/	22314	USA
Id. TAX ID #: SSN OR EIN	ADD'L INFO RE 10. TYPE O ORGANIZATION DEBTOR COPPOL R'S EXACT FULL LEGAL NA	ration	Alexandria		1g. ORG/	22314	USA
d. TAX ID #: SSN OR EIN 2. ADDITIONAL DEBTO 28. ORGANIZATION'S N	ADD'L INFO RE 10. TYPE O ORGANIZATION COPDO DEBTOR COPDO R'S EXACT FULL LEGAL NA	ration	Alexandria 11. JURISDICTION OF ORGA DE lebtor name (2a or 2b) - do not at		1g. ORG/ amee	22314 INIZATIONAL ID #, # any	USA
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d. TAX ID #: SSN OR EIN         2. ADDITIONAL DEBTO         2a. ORGANIZATIONS N         2b. INDIVIDUAL'S LAST         2b. INDIVIDUAL'S LAST         2b. INDIVIDUAL'S LAST         2b. INDIVIDUAL'S LAST         2c. MAILING ADDRESS         2d. TAX ID #: SSN OR EIN         SECURED PARTY'S         3a. ORGANIZATION'S N	ADD'L INFO RE 110. TYPE O ORGANIZATION COTPO R'S EXACT FULL LEGAL N/ AME NAME NAME NAME S NAME (or NAME of TOTAL AS: AME Services, L.P.	ration AME - insert only one of FORGANIZATION	Alexandria 11. JURISDICTION OF ORGAN DE lebtor name (2a or 2b) - do not ab FIRST NAME CITY 21. JURISDICTION OF ORGAN SIP) - Insert only one secured pr	nbreviate or combine n	Ig. ORG/ amea MIDDLE STATE 2g. ORG/	22314 INIZATIONAL ID #, # any NAME POSTAL CODE INIZATIONAL ID #, if any	

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): KLESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING	G
Control Contro Control Control Control Control Control Control Control Control Co	2
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FILING OFFICE COPY --- NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

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UCC FI	NANCIN	G STA	TEME	NT

FOLLOW INSTRUCTIONS	6 (front and back)	CAREFULLY					
A. NAME & PHONE OF CO							
	1-800-858-5						
B. SEND ACKNOWLEDG	MENT TO: (Nam	e and Address)					
				Filling Number :	51772	913	
Diligenz, Inc	•			Filing Date :	06/09/	2005	
		'kwy, Suite 400		i ming bato .	00/00/	2000	
Mukilteo, W		inity, calls 100					
					_		
					CE IS FC	R FILING OFFICE US	E ONLY
1. DEBTOR SEXACT FL	ME	E - insert only <u>one</u> debtor name (1a	or 1b) - do not abbreviate or	combine names	,	···	
ON-SITE SOUI	-						
OR 16. INDIVIDUAL'S LAST A		•	FIRST NAME		MIDDLE	NALAE	SUFFIX
			, morreune				SUFFIX
1c. MAILING ADDRESS			СПТҮ	· · · · · · · · · · · · · · · · · · ·	STATE	POSTAL CODE	COUNTRY
832 N HENRY ST			Alexandria		VA	22314	USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE	18. TYPE OF ORGANIZATION	11. JURISDICTION OF OI	GANIZATION	1	ANIZATIONAL ID #, if any	
	ORGANIZATION	Corporation	DE		L.a		
	<u> </u>	LEGAL NAME - insert only one of	Inhias pama (2p as 2b) da a	al abhraide as a shi	L		N
2a. ORGANIZATION'S NA	ME			or appreviate or complete in	ames		
OR 26. INDIVIDUAL'S LAST N	IAME		FIRST NAME		MIDDLE	NAME	SUFFIX
2c. MAILING ADDRESS					STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN		28. TYPE OF ORGANIZATION	21. JURISDICTION OF O	RGANIZATION	2g. ORG	ANIZATIONAL ID #, if any	
	ORGANIZATION DEBTOR	•			1 -	. ,	n,
3. SECURED PARTY'S		TOTAL ASSIGNEE of ASSIGNOR	S/P) - insert only one service	ed party name (3a or 3b)	-l-		N
38. ORGANIZATION'S NA	ME			ou porty name (or of ob)			·····
Dell Financial S	Services, L.P	1					
OR 35. INDIVIDUAL'S LAST N	AME	······································	FIRST NAME		MIDDLE	NAME	SUFFIX
3c. MAILING ADDRESS		·····	CITY ·		STATE	POSTAL CODE	COUNTRY
12234 N. IH-35, BI	dg. B		Austin		TX	78753	USA
4. This FINANCING STATEME	NT covers the follow	fino coltateral:			_		

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 is affind to exclused in conjunction with the Equipment and exceeded thereaft leasters with all contact normalized pursuant to the equipment of the exclusion of the exclus 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.

	ON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL [7, Check to REQUEST SEARCH REPORT(S) on Debtor(s) [All Debtors [Debt] (ADDITIONAL FEE] [optional] [10] [20] [20] [20] [20] [20] [20] [20] [2	or 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA	
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UCC FINANCING STATEMENT

ONTACT AT EN E	D (					
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MENT TO: (Nam	e and Address)					
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			Filing Date	6/24/2	005	
	kwy, Suite 400					
A 98275						
			THE ABOVE SP	ACE IS FO	R FILING OFFICE US	
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AME						
RCING, INC.						
NAME		FIRSTNAME		MIDDLE	NAME	SUFFIX
MAILING ADDRESS						
a MAILING ADDRESS 832 N HENRY ST		CITY		STATE	POSTAL CODE	COUNTR
		crry Alexandria		STATE VA	POSTAL CODE 22314	
ADD'L INFO RE	18. TYPE OF ORGANIZATION		ORGANIZATION	VA		USA
	10. TYPE OF ORGANIZATION Corporation	Alexandria	DRGANIZATION	VA	22314	USA
ADD'L INFO RE ORGANIZATION DEBTOR	Corporation	Alexandria		19. ORG	22314	USA
ADD'L INFO RE ORGANIZATION DEBTOR		Alexandria		19. ORG	22314	USA
ADD'L INFO RE ORGANIZATION DEBTOR R'S EXACT FULL	Corporation	Alexandria		19. ORG	22314	USA
ADD'L INFO RE ORGANIZATION DEBTOR R'S EXACT FULL	Corporation	Alexandria		19. ORG	22314 INIZATIONAL ID #, If any	USA
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	1-800-858-5 MENT TO: (Nam c. pur Heights P /A 98275	our Heights Pkwy, Suite 400 /A 98275 <u>ULL LEGAL NAME - Insert only one</u> deblor name (1a AME RCING, INC.	1-800-858-5294 MENT TO: (Name and Address) c. pur Heights Pkwy, Suite 400 /A 98275 UI.L LEGAL NAME - Insert only one debtor name (1s or 1b) - do not abbreviate of AME RCING, INC. NAME FIRST NAME	1-800-858-5294         IMENT TO: (Name and Address)         Filling Number         C.         pur Heights Pkwy, Suite 400         /A 98275         UI.1 LEGAL NAME - Insert only one debtor name (1s or 1b) - do not abbreviate or combine names         AME         RCING, INC.         NAME         FIRST NAME	1-800-858-5294         IMENT TO: (Name and Address)         Filling Number: 51955         C.         Jur Heights Pkwy, Suite 400         /A 98275         UI.L LEGAL NAME - Insert only one debtor name (1s or 1b) - do not abbreviate or combine names         AME         RCING, INC.         NAME         FIRST NAME	1-800-858-5294         IMENT TO: (Name and Address)         Filling Number : 51955641         C.         Jur Heights Pkwy, Suite 400         /A 98275         UI.L LEGAL NAME - insert only gng debtor name (1s or 1b) - do not abbreviate or combine names         AME         RCING, INC.         NAME         FIRST NAME

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 (II applicable): KLESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER	AG. LIEN NON-UCC FILING
This FINANCING STATEMENT is to be lated (for recorded) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) / ADDITIONAL FEE) (optional)     (optional)	All Debtors Dabtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA	·
[13741165]	

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<b>JCC FINANCING</b> OLLOW INSTRUCTIONS								
A. NAME & PHONE OF CO								
	1-800-858-5	•••						
B. SEND ACKNOWLEDGN	ENT TO: (Nam	e and Address)	· · · · · · ·					
<b>–</b>				Filing Number :	51955	658		
Diligenz, Inc.				Filing Date :	6/24/2	005		
		kwy, Suite 400		Thing Date .	012-172			
Mukilteo, WA		init, eano ito						
1								
L								
DEBTOR'S EXACT FU		E - Insert only <u>one</u> debtor name (1a	or the do and approvide a		CEISFG	R FILING OFFICE US	EONLY	_
18. ORGANIZATION'S NAM	VE LEGAL NAME	- maan only <u>one</u> ceptor name (18	or toy - do not aboreviate o	ar compiline (lames				
ON-SITE SOUR	RCING, INC.							
DR 15. INDIVIDUAL'S LAST N			FIRST NAME		MIDDLE	NAME	SUFF	-ix
. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUN	NTRY
832 N HENRY ST			Alexandria		VA	22314	US	SA
d. TAX ID #: SSN OR EIN		18. TYPE OF ORGANIZATION	11. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any			
	ORGANIZATION DEBTOR	Corporation	DE		1			
ADDITIONAL DEBTOR	S EXACT FULL	LEGAL NAME - insert only one of	lebtor name (2a or 2b) - do	not abbreviate or combine r	amas			
28. ORGANIZATION'S NAM	ME							
26. INDIVIDUAL'S LAST N	AME	······································	FIRST NAME		MIDDLE	NAME	SUFF	X
C. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COU	NTRY
d. TAX ID #: SSN OR EIN	ADD'L INFO RE	28. TYPE OF ORGANIZATION	21. JURISDICTION OF C	ORGANIZATION	2g. ORG	ANIZATIONAL ID #, # any		
	DEBTOR	1	1		1			
SECURED PARTY'S	NAME (or NAME o	TOTAL ASSIGNEE of ASSIGNOF	R S/P) - insert only one secu	ured party name (3a or 3b)				
38. ORGANIZATION'S NAM	ИE							
Dell Financial S		•						
35. INDIVIDUAL'S LAST N	AME		FIRST NAME		MIDDLE	NAME	SUFF	-1X
IC. MAILING ADDRESS			Austin		STATE	POSTAL CODE	COU	NTRY

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.

	CC FILING
6. This FINANCING STATEMENT is to be filed [for record) (or recorded) in the REAL [7, Check to REQUEST SEARCH REPORT(S) on Deblor(s) All Debtors [1] explicable [1] [ADDITIONAL FEE] [1] [1] [1] [2] [2] [2] [2] [2] [2] [2] [2] [2] [2	Debtor 2
8, OPTIONAL FILER REFERENCE DATA	100000
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FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98) This document was auto-generated from data received from the Delawaro Department of State



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UCC FINANCING							
A. NAME & PHONE OF CO							
Diligenz, Inc.	1-800-858-5	294					
B. SEND ACKNOWLEDGN	ENT TO: (Nam	e and Address)					
Г				Filing Number :	52174	457	
Diligenz, Inc				Filing Date :	7/14/2	005	
		kwy, Suite 400					
Mukilteo, WA	4 98275						
			l I				
				THE ABOVE SPA	CE IS FO	R FILING OFFICE US	EONLY
1. DEBTOR'S EXACT FU	LL LEGAL NAM	E - Insert only <u>one</u> debtor name (ta	or 1b) - do not abbreviate or				
1a. ORGANIZATION'S NAI	ME						
ON-SITE SOUF							
DR 15. INDIVIDUAL'S LAST NAME		FIRST NAME	······	MIDDLE	NAME	SUFFIX	
C. MAILING ADDRESS		СЛҮ		STATE	POSTAL CODE	COUNTRY	
832 N HENRY ST			Alexandria		VA	22314	USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE	18. TYPE OF ORGANIZATION	IT. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any		
	DEBTOR	Corporation	DE				
2. ADDITIONAL DEBTOR	S EXACT FULL	LEGAL NAME - insert only one of	lebtor name (2e or 2b) - do r	iot abbreviate or combine r	names		1_1
2a. ORGANIZATION'S NAI	NE						
OR							
26. INDIVIDUAL'S LAST N	AME		FIRST NAME		MIDDLE	NAME	SUFFIX
20. MAILING AUDRESS			CITY	· ··-	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ORGANIZATION	28. TYPE OF ORGANIZATION	21. JURISDICTION OF O	RGANIZATION	2g. ORG	ANIZATIONAL ID #, if any	
	DEBTOR		<u> </u>				
3. SECURED PARTY'S	NAME (or NAME o	TOTAL ASSIGNEE of ASSIGNOR	(S/P) - insert only <u>one</u> secu	ed party name (3a or 3b)			
3a. ORGANIZATION'S NAM Dell Financial S							
OR 36. INDIVIDUAL'S LAST N	•	•	10.000				
U. INDIVIDUAL S LAST N			FIRST NAME		MIDDLE	NAME	SUFFIX
3c. MAILING ADDRESS					_		
12234 N. IH-35, Blo	ta R		Austin		STATE TX	POSTAL CODE 78753	

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 (il applicable): X LESSEE/LESSOR	CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER	BUYER AG. LIEN NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for recorded ESTATE RECORDS. Altach Addendum	) in the REAL 7 Check to REQUEST SEARCH REPORT(S) on Deb (if applicable) (AODITIONAL FEE) [optional]	Nor(s) All Deblors Deblor 1 Deblor 2
8. OPTIONAL FILER REFERENCE DATA		
[14001587]		
		•

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



FOLLOW INSTRUCTIONS	(front and back)	CAREFULLY					
A. NAME & PHONE OF CO	ONTACT AT FILE	R [optional]					
	1-800-858-5						
B. SEND ACKNOWLEDGN	AENT TO: (Nam	e and Address)					
				Filing Number :	52578	012	
Diligenz, Inc				Filing Date :	8/18/2	005	
6500 Harbou	ur Heights P	kwy, Suite 400					
Mukilteo, W/	A 98275						
1 1							
				THE ABOVE SPA	CE IS FO	R FILING OFFICE US	
1. DEBTOR'S EXACT FU	LL LEGAL NAME	E - Insert only one debtor name (1a	or 1b) - do not abbreviate o				
1a. ORGANIZATION'S NA	ME						
ON-SITE SOUF		•					
OR 15. INDIVIDUAL'S LAST N	OR 15. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
1c, MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY	
832 N HENRY ST		Alexandria		VA	22314	USA	
1d. TAX ID #: SSN OR EIN	COROANITATION .		11. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, If any		
	DEBTOR	Corporation	1 DE		L		
		LEGAL NAME - Insert only one of	lebtor name (2a or 2b) - do	not abbreviate or combine n	ames		
2a, ORGANIZATION'S NA	ME						
OR			Importioner		1.0000000	11.0	
OR 26. INDIVIDUAL'S LAST N	IAME		FIRST NAME		MIDDLE	NAME	SUFFIX
				· · · · · · · · · · · · · · · · · · ·		100000	
2c. MAILING ADDRESS			aty		STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADON INFO DE	20. TYPE OF ORGANIZATION	W WDIGDIGTION OF	0000000000	0.000		
20. TAX IU #: SSN OR EIN	ORGANIZATION	28. THE OF ORGANIZATION	2. JURISDICTION OF	JAGANIZATION	[2g. ORG	ANIZATIONAL ID #, If any	_
	DEBTOR	<u> </u>			1		NON
3. SECURED PARTY'S 3a. ORGANIZATION'S NA		I TOTAL ASSIGNEE of ASSIGNOF	R S/P) - insert only one secu	ired party name (3a or 3b)			
Dell Financial S		1					
OR 35. INDIVIDUAL'S LAST N	-	•	FIRST NAME			NAME	SUFFIX
3c. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
12234 N. IH-35, BI	da. B		Austin		ТХ	78753	USA
4. This FINANCING STATEME	<u> </u>	ing collatoral					
		-	uhaas oo laasta -t E -				
certain Equipment Leas	e #006750391	s (collectively Equipment) 013 dated AUGUST 15, 20	wherever located ne 305. and/or any othe	resolure or nereaπer i r Equipment leased r	wisuant	D Lessee Dy Lessor to Lesses that are i	pursuant to that a substantially
the			in the second states of the second				

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.

6. This FINANCING STATEMENT is to be fited [for record] (or record) (or record) in the REAL 7 Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA
[14509984]

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

### UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and bac	*) CAREFULLY				
A. NAME & PHONE OF CONTACT AT FIL	ER (optional)		DELAWARE I	EPARTMENT OF	STATE
Dani Ashford		8008585294	U.C.C.	FILING SECTIO	ON .
B. SEND ACKNOWLEDGMENT TO: (Na	me and Address)			15 PM 10/20/2 ING NUM: 5320	
				NUMBER: 0000	
DILIGENZ, INC.			SR	7: 050858552	
6500 HARBOR HEIGHTS PAR	KWAY				
SUITE 400					
MUKILIEO WA 98275					
<b>L</b>					
1. DEBTOR'S EXACT FULL LEGAL NAM	ME - insert only one debtor name (1a	or 1b) - do noi abbreviate or c	ombine names		
1a. ORGANIZATION'S NAME	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·			
ON-SITE SOURCING, INC.					
OR 15. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDÓ	LE NAME	SUFFIX
IC. MAILING ADDRESS		CITY	STAT	E POSTAL CODE	COUNTRY
832 N HENRY ST		ALEXANDRIA	VA	22314	σs
	18. TYPE OF ORGANIZATION	IF. JURISDICTION OF OR	BANIZATION		1
	CORPORATION	DE	•		
2. ADDITIONAL DEBTOR'S EXACT FUL	I. LEGAL NAME - Insert only one	dobtor name (2a or 2b) - do not	abbreviate or combine names		
2a. ORGANIZATION'S NAME				• • • • • • • • • • • • • • • • • • •	·
OR 25. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDE	LE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STAT	POSTAL CODE	COUNTRY
<b></b>	20. TYPE OF ORGANIZATION	21. JURISDICTION OF OR	BANIZATION		L
	1	1	I		
3. SECURED PARTY'S NAME (OR NAME	OF TOTAL ASSIGNEE OF ASSIGNO	R S/P) - insert only one secured	party name (3a or 3b)		
3a. ORGANIZATION'S NAME		,,			
DELL FINANCIAL SERVICES, L.	₽.				
OR 35. INDIVIDUAL'S LAST NAME	<u>.</u>	FIRST NAME	MIDI	DLE NAME	SUFFIX
3c. MAILING ADORESS		CITY	STA	TE POSTAL CODE	COUNTRY
12234 N. IH-35 BLDG B		AUSTIN	70	¢ 78753	os

5.	ALTERNATIVE	DESIGNATION -	- Lessee-Lessor

6. Dis FINANCING STATEMENT is to be liked [for recorded) in the REAL [7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [8. OPTIONAL FREE REFERENCE DATA [8. OPTIONAL FREE REFERENCE DATA]

[15578060]

#### UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. N	AME OF FIRST DEBTOH (18 or 1	b) ON HELATED FINANCING	STATEMENT
	9a. ORGANIZATION'S NAME		
OR	ON-SITE SOURCING, INC.		
	95. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
1			

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 (Iront and back	CAREFULLY					
A. NAME & PHONE OF CONTACT AT FILE Diligenz	•••••	8008585294	U.C.C	C. FI	ARTMENT OF LING SECTIO	N
B. SEND ACKNOWLEDGMENT TO: (Nam DILIGENZ, INC. 6500 HARBOR HEIGHTS PARK SUITE 400		FILED ( INITIAL ) AMENDMEN:	D 06:17 PM 01/10/2006 LL FILING NUM: 6010061 0			
1. DEBTOR'S EXACT FULL LEGAL NAM	E · insert only one debtor name (1a )	or 1b) - do not abbrevi	10 01 combine names		<del></del>	
1a. ORGANIZATION'S NAME ON-SITE SOURCING, INC.				,		
OR 15, INDIVIDUAL'S LAST NAME		FIRSTNAME		MIDDLE N	IAME	SUFFIX
IC. MAILING ADDRESS 832 N HENRY ST		CITY ALEXANDRIA		STATE VA	POSTAL CODE 22314	COUNTRY
	10. TYPE OF ORGANIZATION		OF ORGANIZATION		L	<u> </u>
2. ADDITIONAL DEBTOR'S EXACT FULL 28. ORGANIZATION'S NAME	LEGAL NAME · Insert only one d	abtor name (2a or 2b)	do not abbreviale or combine na	mes		
OR 26. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE N	IAME	SUFFIX
2C. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
	28. TYPE OF ORGANIZATION	, 21. JURISDICTION	OF ORGANIZATION	1	<u>}</u>	l
3. SECURED PARTY'S NAME (or NAME) 3a. ORGANIZATION'S NAME		9/P} - insert only <u>one</u>	secured party name (3a or 3b)			
OR DELL FINANCIAL SERVICES, L.P. 35. INDIVIDUAL'S LAST NAME	·	FIRST NAME		MIDDLE	NAME	SUFFIX
3c. MAILING ADDRESS				STATE	POSTAL CODE	COUNTRY
12234 N. IH-35 BIDG B		AUSTIN		тх	78753	US

5. ALTERNATIVE DESIGNATION - Lessee-Lesson						
6. This FINANCING STATEMENT is to be filed (for record) (or record) ESTATE RECORDS. Attach Addendum	rded) in the REAL [if applicable]	7 Check to REQUEST [ADDITIONAL FEE]	SEARCH REPORT(S) on Deblor(s) (optional)	All Dublors	Deblor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						
[16980565]						

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### UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

This FIMANCING 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

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OLLOW INSTRUCTIONS (front and t	ack) CAREFULLY		
A. NAME & PHONE OF CONTACT AT	FILER (optional)		DELAWARE DEPARTMENT OF STATE
Diligenz		8008585294	U.C.C. FILING SECTION
B. SEND ACKNOWLEDGMENT TO: (	Name and Address)		FILED 05:19 PM 03/23/2006
<b></b>			INITIAL FILING NUM: 6099053 1 Amendment Number: 0000000
		1	SRV: 060280548
DILIGENZ, INC.			
6500 HARBOR HEIGHTS P	ARKWAY		
SUITE 400			
MUKILITEO WA 98275			
BORIELEO AR SOZIO			
	IABAT"	and the set of the set	
1. DEBTOR'S EXACT FULL LEGAL I 18. ORGANIZATION'S NAME	NAME - Insertionly one debior name (1a	or 10) - do not aboreviate o	compile names
ON-SITE SOURCING, INC.			
OR 16. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
Ic. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
832 N HENRY ST		ALEXANDRIA	VA 22314 US
· · · · · · · · · · · · · · · · · · ·	18. TYPE OF ORGANIZATION	IF. JURISDICTION OF C	RGANIZATION
	CORPORATION	DE	1
2. ADDITIONAL DEBTOR'S EXACT F	ULL LEGAL NAME - insert paiv one	dabtor name (2a or 2b) • do	abbreviate or combine names
2a, ORGANIZATION'S NAME			
			•
OR 25. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
20. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
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······································	28. TYPE OF ORGANIZATION	21. JURISOLCTION OF C	
3. SECURED PARTY'S NAME (~ N. 3a. ORGANIZATION'S NAME	AME of TOTAL ASSIGNEE of ASSIGNO	R S/P] · insert only one secu	red party name (3a or 3b)
DELL FINANCIAL SERVICES,	L.P.		
OR 35. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS		GITY	STATE POSTAL CODE COUNTRY
12234 N. IH-35 BLDG B		AUSTIN	TEX 78753 US
		1	

5. ALTERNATIVE DESIGNATION - LOSSOG-LOSSON	
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS, Attach Addendum (ii applicable) [ADDITIONAL FEE] [applicable]	All Debto/s Debtor 1 Debtor 2
8, OPTIONAL FILER HEFERENCE 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					
1	9a. ORGANIZATION'S NAME				
ÓB	ON-SITE SOURCING, INC.				
UH	90. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX		
	· · · · · · · · · · · · · · · · · · ·				

This FINANCING STATEMENT covers the following collateral

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:	<u>09-10816-RGM</u>		
	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\DBATEMAN\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\DBATEMAN\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 iCONECT 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;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

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

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