


<b>UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA</b> Debtor against which claim is asserted: (Check only ONE debtor below)		<b>PROOF OF CLAIM</b>
<input checked="" type="checkbox"/> On-Site Sourcing, Inc. 09-10816-RGM		<input type="checkbox"/> DocuForce Financial Corp. 09-10817-RGM
<input type="checkbox"/> On-Site LA, Inc. 09-10818-RGM		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>ROBERT H CHUEY</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (if known)  Filed on: _____
Name and address where notices should be sent: <b>3918 BENTON STREET NW                  WASHINGTON DC 20007</b>		
Telephone number: <b>703-328-5777</b>		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: <u>\$ 69,348.08</u>  If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B)  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5)  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7)  <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).  <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(____).
2. Basis for Claim: <u>EMPLOYMENT COMPENSATION</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____  3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____  Value of Property: \$ _____ Annual Interest Rate: ____%  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		Amount owed to priority: \$ _____  *Amounts are subject to adjustment on 4/1/10 and every 5 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: <u>7/10/09</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>Robert H Chuey II</b>		FOR COURT USE ONLY U.S. BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA ALEXANDRIA DIVISION 2009 JUL 14 A 10:58

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 357.

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 BMC GROUP

On-Site Sourcing, Inc.  
  
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**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

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

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**

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

**Creditor's Name and Address:**

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

**1. Amount of Claim as of Date Case Filed:**

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

**2. Basis for Claim:**

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

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

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

**3a. Debtor May Have Scheduled Account As:**

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

**4. Secured Claim:**

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

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

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

**6. Credits:**

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

**7. Documents:**

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

**Date and Signature:**

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

**DEFINITIONS**

**Debtor**

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

**Creditor**

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

**Claim**

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

**Proof of Claim**

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

**Secured Claim Under 11 U.S.C. §506(a)**

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

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

**Unsecured Claim**

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

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

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

**Redacted**

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

**Evidence of Perfection**

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

**INFORMATION**

**Acknowledgment of Filing of Claim**

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

**Offers to Purchase a Claim**

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

To Whom It May Concern:

I'm including additional details to my claim in an effort to provide clarity to my individual situation.

I joined OnSite in August 1997 as a sales representative in the Washington DC market. At that time I signed an employment agreement with the most important aspect being a general non-compete clause for the period of one year if I voluntarily ended my employment.

In April 2005 I was offered and accepted the position of sales manager for the Washington DC market. I signed a new employment agreement (I've enclosed for your review) which included the same general non-compete language but also included 2 severances clauses (Sections 8 a & b, Section 9).

In April 2006 I was offered the position of Regional Vice President of Sales responsible for the Philadelphia, Washington DC, and Raleigh markets. The company and I agreed to keep the employment agreement in place that was signed in April 2005.

Circumstances led me to resign my position in August 22 2008. At that time I informed the company that I was also exercising my contractual right to severance under Section 8. During this meeting I was asked to stay through the end of September for transition purposes and I was also asked to reconsider my resignation. I agreed to stay through September but that my decision was in fact final.

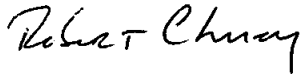
On September 30, 2008 I was asked by the CEO if I would "help" the company by spreading my severance payments out over a 6 month period starting November 2008 and concluding April 2009. We also discussed the non-compete section of my agreement. I assured the company that I would honor the non-compete and taking it a step further would always be available to help with legacy customers with which I had a long standing relationship.

I received the severance installments in November and December 2008. On or about January 10<sup>th</sup> I was informed via text message that no further installments were to be paid. After a couple of attempts I was able to reach the COO and asked to have this memorialized as well as a written release from my non-compete. I was told the company would not do either and I should just move forward.

In addition the schedule shows a balance owed to me of \$52,011.06. I was to be paid in 6 equal installments of \$17,337.02 from November 2008 through April 2009. As indicated above I was paid the November and December installments. This would leave a balance owed of \$69,348.08, which is what I have claimed on the enclosed form.

Thank you for your consideration. I can be reached for any necessary questions at 703-328-5777 (cell) or my personal email [robertchuey33@yahoo.com](mailto:robertchuey33@yahoo.com).

Sincerely

A handwritten signature in cursive script that reads "Robert Chuey".

Robert Chuey

**EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is entered into as of this 1 day of April 2005 by and between On Site E-Discovery, A DocuForce Company with a corporate address of 832 North Henry Street, Alexandria, Virginia 22314 ("OSS" or the "Company") and Robert Chuey, (the "Employee") residing at 3918 Benton Street N., Washington, DC 20007, as Director of Sales-Washington DC metro, in Alexandria, VA.

OSS is presently in the business of providing reprographic, graphics, imaging, digital printing, coding, electronic file processing, forensics, electronic discovery, on line review services, web repository and facilities management;

OSS desires to employ the services of the Employee utilizing his knowledge and expertise as a full-time Employee without the distraction of employment related uncertainties and considers such employment in the best interests of the Company and its shareholders, and the Employee desires to be employed full time by the Company; and

OSS and the Employee desire to enter into an Agreement reflecting the terms under which the Employee will be employed by the Company.

**1. EMPLOYMENT**

The parties mutually agree that this Agreement does not contain or constitute a guarantee of employment for any specific period and that, at any time and for any reason, Employee may resign or the Company may terminate his/her employment. Employee will devote all working time to the best of his/her ability to the performance of the duties assigned to Employee by the Employer.

The Employee agrees to (i) devote his full business time to the business and affairs of OSS, (ii) use his reasonable efforts to promote the interests of OSS, and (iii) perform faithfully and efficiently the responsibilities assigned to the Employee by the Company.

While employed by the Company, the Employee shall not perform services for any person or entity that competes directly or indirectly with the Company.

The Employee agrees to abide by General Company Policies as the same are duly adopted by the Company from time to time, so long as such Policies do not conflict with the terms and conditions of this Agreement.

**2. CONSIDERATION**

Employee acknowledges that it is a condition of employment that Employee execute this Agreement, including particularly the non-disclosure, non-solicitation and non-competition provisions contained in this Agreement and that the employment given Employee by the Company constitutes the consideration for Employee's agreeing to the terms of this Agreement, which consideration Employee acknowledges to be adequate.

**3. COVENANT NOT TO COMPETE.**

Employee agrees that, during the term of his employment and for a period of one (1) year after the termination of his employment with the Company, whether such termination is voluntary or involuntary, with or without cause, the Employee shall not, within the territory and/or customer account assigned to the Employee or under Employee's management, control and/or responsibility during the two (2) year period prior to the termination of Employee's employment, either directly for the Employee or indirectly on behalf of, or in conjunction with any other person or legal entity, perform the services of managing or selling reprographic, graphics, imaging, digital printing, coding, electronic file processing, forensics, electronic discovery, on line review services, web repository and facilities management for any other business engaged in the provision of reprographic, graphics, imaging, digital printing, coding, electronic file processing, forensics, electronic discovery, on line review services, web repository and facilities management services.

4. NON-INTERFERENCE WITH EMPLOYEES.

During the term of Employee's employment and for a period of one (1) year after the termination of his employment with the Company, whether such termination is voluntary or involuntary, with or without cause, Employee will not, directly on his own behalf or indirectly on behalf of or in conjunction with any person or entity other than the Company, recruit, solicit, or induce or attempt to recruit, solicit or induce any employee of the Company to become employed by or to be engaged in a business which provides reprographic, graphics, imaging, digital printing, coding, electronic file processing, forensics, electronic discovery, on line review services, web repository and facilities management; services.

5. NON-SOLICITATION COVENANT.

Employee agrees that during the term of his employment and for a period of one (1) year after the termination of his employment by the Company, whether such termination is voluntary or involuntary, with or without cause, Employee will not, either directly for the Employee or indirectly on behalf of or in conjunction with any person or legal entity other than the Company, actively solicit the business or patronage of any of the clients, customers, customer accounts or any potential client that the Company has actively pursued in the two year period immediately preceding the termination of Employee's employment of the Company serviced by Employee during the term of this Agreement for the purpose of selling reprographic, graphics, imaging, digital printing, coding, electronic file processing, forensics, electronic discovery, on line review services, web repository and facilities management services to those clients and customers.

6. NON-DISCLOSURE COVENANTS.

Employee acknowledges that as an integral part of the Company's business, the Company has developed, and will develop, at a considerable investment of time and expense, plans, procedures, methods of operation, methods of production, financial data, lists of actual and potential customers, suppliers, marketing strategies, plans for development and expansion, customer and supplier data, and other confidential and sensitive information, and Employee acknowledges that the Company has a legitimate business interest in protecting the confidentiality of such information. Employee acknowledges that the Company will entrust the Employee with such information. Employee, therefore, acknowledges a continuing responsibility with respect to the protection of the information and agrees:

(i) "Trade Secrets" shall be defined as information, without regard to form, belonging to the Company or licensed by it including, but not limited to, technical or non-technical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, or lists of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (a) derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons or entities who can obtain economic value from their disclosure or use; and (b) are the subject of efforts that are reasonable under the circumstances to maintain their secrecy.

(ii) "Confidential Information" shall be defined as any information belonging to the Company or licensed by it other than Trade Secrets which is material to the Company and not generally known by the public.

(iii) Employee will treat as confidential and will not, without the prior written approval of the Company, use (other than in the performance of his duties of employment with the Company), publish, disclose, copyright or authorize anyone else to use, publish, disclose or copyright, either during the term of Employee's employment or subsequent thereto, any information which constitutes Trade Secrets of the Company whether or not the Trade Secrets are in written or tangible form.

(iv) Employee will treat as confidential and will not, without the prior written approval of the Company, use (other than in the performance of his duties of employment with the Company), publish, disclose, copyright or authorize anyone else to use, publish, disclose or copyright, any Confidential Information either during the term of his employment or after termination of employment, whether voluntary or involuntary, with or without cause, and whether or not the Confidential Information is in written or other tangible form.

(v) All records, notes, files, drawings, documents, plans and like items, and all copies thereof, relating to or containing or disclosing Confidential Information or Trade Secrets of the Company which are made or kept by Employee or which are disclosed to or come into the possession of Employee, shall be and remain the sole and exclusive property of the Company. Upon termination of employment, Employee agrees to deliver immediately to the Company or their designee, the originals and all copies of any of the foregoing.

7. REMEDIES.

All covenants set forth in paragraphs three to six ("the Covenants") and provisions contained in this Agreement are independent of each other and may be separately enforced or enforced together. In the event of Employee's actual or threatened breach of the above listed provisions, the Company, in addition to all other rights, shall be entitled to an injunction restraining Employee therefrom. Nothing herein shall be construed as prohibiting the Company from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages from Employee. This provision shall remain in full force and effect in the event Employee should claim that the Company violated any of the terms of this Agreement. In such event, Employee agrees to pursue such claim against the Company independently of his covenants.

8. TERMINATION BY EMPLOYEE.

(a) Employee may terminate his employment under this Agreement at any time upon ten (10) business days written notice to the Company. In such event, Employee, if requested by the Company, shall continue to render his services and shall be paid according to his compensation plan and receive his normal benefits up to the date of termination.

(b) It is agreed that Employee's core responsibility with the Company is to manage the entire sales effort of the Washington, D.C. sales team. If the Company changes Employee's core responsibility without the consent of Employee, and such change cannot be reasonably deemed to be a promotion and Employee terminates his employment with the Company not more than ten (10) business days after the change in Employee's core responsibility, then Employee shall be entitled to one half (1/2) of the Severance described in Section 9 below.

9. TERMINATION BY THE COMPANY.

The Company may terminate the employment of the Employee at any time with or without cause, and in such event the following shall apply. "Cause" for termination shall be defined as gross neglect by the Employee of his duties hereunder, willful failure by the Employee to perform his duties hereunder, conviction of the Employee of a felony committed during the term of this Agreement, or any lesser crime or offense involving the property of the Company or any of its subsidiaries or affiliates, gross malfeasance by the Employee in connection with the performance of his duties hereunder, willful engagement in conduct by the Employee which the Employee has reason to know is materially injurious to the Company or willful refusal without proper legal cause by the Employee to perform his duties and responsibilities. If Employee is terminated without cause, then within 3 business days after such termination, the Company shall pay Employee a severance equal to the sum of (a) an amount equal to nine (9) months worth of the base salary payable to Employee at the time of termination, and (b) an amount equal to the compensation commission earned by Employee in the six (6) consecutive months preceding Employee's termination (the "Severance").

10. NO WAIVER BY COMPANY.

The waiver by the Company of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee. No waiver shall be valid unless in writing and signed by an

authorized officer of the Company.

11. NOTICES.

Unless otherwise provided, any notices required or permitted to be given hereunder shall be sufficient if in writing and either delivered in person, or sent with postage prepaid by certified or registered mail, return receipt requested.

12. EFFECT ON SUCCESSORS IN INTEREST.

This Agreement shall inure to the benefit of and be binding upon heirs, administrators, executors and successors of each of the parties hereto.

13. ASSIGNMENT.

OSS shall have the right to assign this Agreement and to delegate all of its rights, duties and obligations hereunder, whether in whole or in part to any parent, affiliate, successor, or subsidiary organization or company of OSS or corporation with which OSS may merge or consolidate or which acquires by purchase or otherwise all or substantially all of OSS assets, but such assignment shall not release OSS from its obligations under this Agreement. The Employee shall have no right to assign this Agreement.

14. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Each of the parties hereto also irrevocably consents to the jurisdiction of the state and federal courts located in the Commonwealth of Virginia in any action between the parties brought to enforce any portion of this Agreement or otherwise arising hereunder.

15. SEVERABILITY.

The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law by an arbitrator or court of competent jurisdiction, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

16. ENTIRE AGREEMENT.

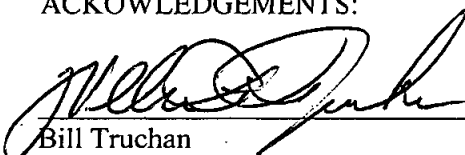
This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be amended except in writing executed by the parties hereto. The Company's execution must be by a duly authorized officer of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.


COMPANY:

On Site E-Discovery, Inc. / A DocuForce Company  
832 North Henry Street  
Alexandria, VA 22314

ACKNOWLEDGEMENTS:

  
Bill Truchan  
Chief Financial Officer

7/05  
Date

  
Robert Chuey  
Sales Director

4/1/05  
Start Date



Joi Beasley  
Human Resources

Date

### Sales Compensation for Services

This compensation plan is entered to as of this 1<sup>st</sup> day of APRIL, 2005, by and between On Site E-Discovery, Inc /A DocuForce Company, with a corporate address of 832 N Henry Street, Alexandria, Virginia, 22314. ("OSS" or the "Company") and Robert Chuey (the "Sales Director").

As consideration to the employee for services rendered under this Agreement, OSS Account Executive compensation for commissions shall be as follows:

- 1) Base Salary. The employee shall receive an annual salary of one hundred thousand dollars (\$100,000.00) paid in semi-monthly installments.
- 2) Commission Compensation. The employee shall receive an override at .75% (.0075) of the Washington D.C. Sales Team net performance calculated monthly. For purposes of this provision, Employee shall be deemed a member of the Washington D.C. Sales Team.
- 3) Commission Payment. Commissions will be paid on the 15<sup>th</sup> and the last working day of each month following the month in which sales generated by the the Washington D.C. Sales Team have been invoiced to the client. If the 15<sup>th</sup> falls on a weekend or holiday, payment will be on the previous workday. Commission will be due and payable to Employee if earned during Employee's employment with the Company, regardless of whether or not Employee is employed with the Company when such commissions are to be paid.

Employee states that they have carefully read this Agreement and knows and understands the contents.

Robert H Chuey II                      7-26-05  
Sales Director                                      Date