

| UNITED STATES BANKRUPTCY COURT   |  | PROOF OF CLAIM  |
|--|--|---|
| Name of Debtor: <u>ONSITE SOURCING INC</u>   |  | Case Number: <u>09-10816-R6M</u>  |
| 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):<br><u>WILLIAM F. TRUCHAN</u>  |  | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.<br><br>Court Claim Number: _____<br>(If known)<br><br>Filed on: _____  |
| Name and address where notices should be sent:<br><u>206 OXFORD HILL LANE</u><br><u>DOWNTOWN PA 19335</u>  |  |   |
| Telephone number:<br><u>571-723-7708</u>   |  |   |
| 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.<br><br><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><del>20,759.37</del> 19,654.76</u><br><br>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.<br><br>If all or part of your claim is entitled to priority, complete item 5.<br><br><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.<br><br>Specify the priority of the claim.<br><br><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).<br><input checked="" 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).<br><br><input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).<br><br><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).<br><br><input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).<br><br><input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).<br><br>Amount entitled to priority:<br><u>\$ 10,950.00</u> |
| 2. Basis for Claim: <u>Unpaid wages - vacation + allowance</u><br>(See instruction #2 on reverse side.)<br><br>3. Last four digits of any number by which creditor identifies debtor: <u>3810</u><br><br>3a. Debtor may have scheduled account as: _____<br>(See instruction #3a on reverse side.)<br><br>4. Secured Claim (See instruction #4 on reverse side.)<br>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.<br><br>Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other<br>Describe: _____<br><br>Value of Property: \$ _____ Annual Interest Rate _____ %<br><br>Amount of arrearage and other charges as of time case filed included in secured claim: _____<br><br>If any: \$ _____ Basis for perfection: _____<br><br>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.<br><br>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.)<br><br>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.<br><br>If the documents are not available, please explain: _____  |  | *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.   |
| Date: <u>6/30/09</u><br>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.<br><u>William F. Truchan</u>   |  |   |

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



**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.

OnSite Bankruptcy Claim Summary

|  | Amount           | Priority         |
|--|------------------|------------------|
| Item #1. Unpaid Wages for week ending January 15th, 2009*  | 4,182.89         | 4,182.89         |
| Item #2. Unpaid accrued vacation **                        | 12,471.87        | 12,471.87        |
| Item #3. Unpaid auto allowance per employemnt agreement*** | 3,000.00         |                  |
|  | <b>19,654.76</b> | <b>16,654.76</b> |

\* - see payroll stub detail attached

\*\* - paid \$3,845 of gross balance due of \$16,365 - pay stubs attached

\*\*\* - see employment agreement attached - unpaid for Nov 08- Jan 09

#1.

STANDARD PAY PER EMPLOYMENT AGREEMENT  
86.67 HOURS BI MONTHLY - ONLY PAID  
FOR 48 HOURS

|                      |               |             |            |                 |            |                              |              |                       |
|----------------------|---------------|-------------|------------|-----------------|------------|------------------------------|--------------|-----------------------|
| L E/R                | 48.00         | 5192.11     | 5192.11    | Total Taxes     | 913.69     | 913.69                       |              |                       |
|                      | PRE-TAX ITEMS |             |            | DEDUCTIONS      |            | CURRENT NET PAY DISTRIBUTION |              |                       |
| Platinum             | 19.34         | 19.34       | 19.34      | Vol Life Employ | 8.06       | 8.06                         | C 0247001852 | 3809.52               |
| ble Spending Account | 228.68        | 228.68      | 228.68     | Vol Life Spouse | 4.52       | 4.52                         |              |                       |
|                      | 208.33        | 208.33      | 208.33     | Voluntary Life  | 1.00       | 1.00                         |              |                       |
| PRE-TAX              |               | 454.33      | 454.33     | Total Ded:      |            | 14.57                        | 14.57        | Total Dir Dep 3809.52 |
|                      | 48.00         | 4737.78     | 4737.78    |                 |            |                              |              |                       |
| EARNINGS             | PRE-TAX       | FIT TAXABLE | LESS TAXES | LESS DEBS       | EO NET PAY |                              |              |                       |
| 5192.11              | 454.33        | 4737.78     | 913.69     | 14.57           | 3809.52    |                              |              |                       |
| 5192.11              | 454.33        | 4737.78     | 913.69     | 14.57           | 3809.52    |                              |              |                       |

Statement Of Earnings

Detach at perforation below and keep for your records.

A Payroll Service By Ceridian



On-Site Sourcing, Inc.  
2011 Crystal Drive  
Suite 200  
Arlington, VA 22202

DATE: 1/15/2009

ADVICE NO: 0

YOUR ENTIRE NET PAY HAS BEEN DEPOSITED IN YOUR BANK ACCOUNT(S). PLEASE REVIEW  
THE "CURRENT NET PAY DISTRIBUTION" SECTION OF YOUR STATEMENT OF EARNINGS FOR DETAILS.

William Frank Truchan  
206 Oxford Hill Lane  
Downingtown, PA 19335-1573

NOT NEGOTIABLE

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK. DO NOT ACCEPT WITHHOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

#2

On-Site Sourcing, Inc.  
2011 Crystal Drive  
Suite 200  
Arlington, VA 22202

CHECK NO: 0  
CHECK DATE: 4/24/2009  
PERIOD ENDING 4/24/2009

William Frank Truchan  
206 Oxford Hill Lane  
Downingtown, PA 19335-1573

LOCATION: VALEX  
ID NUMBER: 001851  
BASE RATE: 106.17

ST1: N  
ST2: N  
ST3: N

FED: 10  
DI/UC: 10  
LOCAL: 10

## IMPORTANT MESSAGE

## HOURS AND EARNINGS

## TAXES AND DEDUCTIONS

## SPECIAL E-MOR/ALING

| DESCRIPTION       | CURRENT<br>HOURS/UNITS | RATE | EARNINGS | Y-T-D<br>EARNINGS | DESCRIPTION     | CURRENT<br>AMOUNT | Y-T-D<br>AMOUNT | DESCRIPTION | AMOUNT |
|-------------------|------------------------|------|----------|-------------------|-----------------|-------------------|-----------------|-------------|--------|
| Regular Earnings  | 0.00                   | 0.00 | 0.00     | 3245.07           | Federal Income  | 143.07            | 10349.88        | PERC        | 18.00  |
| Vacation Earnings | 30.00                  | 0.00 | 3245.07  | 3245.07           | Medicare        | 47.08             | 879.12          | SICK        | 123.31 |
|                   |                        |      |          |                   | Social Security | 201.18            | 4173.73         | VAC         | 127.30 |
|                   |                        |      |          |                   | VA State Income | 89.62             | 2056.84         |             |        |

30 HOURS PD 4/24  
6 HOURS PD 4/30  
36 HOURS

3245.07  
619.01  
3864.08 PD

AMOUNT DUE  
PER BK FILING & RELATED  
APA DOCUMENTS

|                         |          |         |                 |               |        |          |
|-------------------------|----------|---------|-----------------|---------------|--------|----------|
| TOTAL E/E               | 30.00    | 3245.07 | 70744.64        | Total Taxes   | 639.92 | 17380.35 |
| PRE-TAX ITEMS           |          |         |                 | DEDUCTIONS    |        |          |
| Dental                  | 0.00     | 158.74  | Vol Life Employ | 0.00          | 32.80  | 2755.14  |
| Devon Platinum          | 0.00     | 1813.28 | Vol Life Spouse | 0.00          | 32.80  |          |
| Flexible Spending Accou | 0.00     | 1458.31 | Voluntary Life  | 0.00          | 3.00   |          |
| TOTAL PRE-TAX           |          |         |                 | TOTAL PRE-TAX |        |          |
| 0.00                    |          |         |                 | 3428.91       |        |          |
| TOTAL                   | 30.00    | 3245.07 | 67318.33        | Total Ded.    | 0.00   | 119.85   |
| EARNINGS                |          |         |                 | DEDUCTIONS    |        |          |
| CURRENT                 | 3245.07  | 0.00    | 3245.07         | 639.92        | 0.00   | 2755.14  |
| Y-T-D                   | 70744.64 | 3428.91 | 67318.33        | 17380.35      | 119.85 | 69341.41 |

Statement Of Earnings

Detach at perforation below and keep for your records.

A. Payroll Service By Ceridian



On-Site Sourcing, Inc.  
2011 Crystal Drive  
Suite 200  
Arlington, VA 22202

DATE: 4/24/2009  
ADVISE NO: 0

YOUR ENTIRE NET PAY HAS BEEN DEPOSITED IN YOUR BANK ACCOUNT(S). PLEASE REVIEW  
THE "CURRENT NET PAY DISTRIBUTION" SECTION OF YOUR STATEMENT OF EARNINGS FOR DETAILS.

William Frank Truchan  
206 Oxford Hill Lane  
Downingtown, PA 19335-1573

NOT NEGOTIABLE

On-Site Sourcing, Inc.  
2011 Crystal Drive  
Suite 200  
Arlington, VA 22202

CHECK NO: 0  
CHECK DATE: 4/30/2008  
PERIOD ENDING 4/30/2008

William Frank Truchan  
206 Oxford Hill Lane  
Downingtown, PA 19335-1573

LOCATION: WALEX  
ID NUMBER: 001851  
BASE RATE: 108.17

STATUS: M  
FED: M  
ST1: M  
ST2: M  
EXEMPT: 10  
FED: 10  
DI/UC: 10  
TAX ADJUSTMENTS: ST: LOCAL:

IMPORTANT MESSAGE

| HOURS AND EARNINGS     |                        |         |               | TAXES AND DEDUCTIONS |                    |                   | SPECIAL INFORMATION          |                             |
|------------------------|------------------------|---------|---------------|----------------------|--------------------|-------------------|------------------------------|-----------------------------|
| DESCRIPTION            | CURRENT<br>HOURS/UNITS | RATE    | EARNINGS      | Y-T-D<br>EARNINGS    | DESCRIPTION        | CURRENT<br>AMOUNT | Y-T-D<br>AMOUNT              |                             |
| Regular Earnings       | 0.00                   | 0.00    | 0.00          | 70817.11             | Federal Income     | 0.00              | 10000.87                     | FEDL 18.00                  |
| Vacation Earnings      | 8.00                   | 0.00    | 849.01        | 3884.08              | Medicare           | 8.41              | 1030.81                      | SICK 128.84                 |
|                        |                        |         |               |                      | Social Security    | 40.24             | 4406.73                      | VAC 127.30                  |
|                        |                        |         |               |                      | PA State Income    | 18.92             | 2182.01                      |                             |
| <b>TOTAL H/E</b>       | <b>8.00</b>            |         | <b>849.01</b> | <b>74711.19</b>      | <b>Total Taxes</b> | <b>69.57</b>      | <b>17884.92</b>              |                             |
| PRE-TAX ITEMS          |                        |         |               | DEDUCTIONS           |                    |                   | CURRENT NET PAY DISTRIBUTION |                             |
| Dental                 |                        |         | 0.00          | 154.72               | Vol Life Employ    | 0.00              | 12.40                        | C 0247001852 578.44         |
| Devon Platinum         |                        |         | 0.00          | 1812.28              | Vol Life Spouse    | 0.00              | 38.38                        |                             |
| Flexible Spending Acct |                        |         | 0.00          | 1888.84              | Voluntary Life     | 0.00              | 8.00                         |                             |
| <b>TOTAL PRE-TAX</b>   |                        |         | <b>0.00</b>   | <b>3834.84</b>       | <b>Total Ded</b>   | <b>0.00</b>       | <b>119.58</b>                | <b>Total Dir Dep 578.44</b> |
| <b>TOTAL</b>           | <b>8.00</b>            |         | <b>849.01</b> | <b>71076.55</b>      |                    |                   |                              |                             |
| EARNINGS               |                        | PRE-TAX | NET TAXABLE   | LESS TAXES           | LESS DEBS          | CURRENT NET PAY   |                              |                             |
| CURRENT                | 849.01                 | 0.00    | 849.01        | 69.57                | 0.00               | 578.44            |                              |                             |
| Y-T-D                  | 74711.19               | 3834.84 | 71076.55      | 17884.92             | 119.58             | 53075.07          |                              |                             |

Statement Of Earnings

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A Payroll Service By Ceridian



On-Site Sourcing, Inc.  
2011 Crystal Drive  
Suite 200  
Arlington, VA 22202

DATE: 4/30/2009

ADVICE NO: 0

YOUR ENTIRE NET PAY HAS BEEN DEPOSITED IN YOUR BANK ACCOUNT(S). PLEASE REVIEW  
THE "CURRENT NET PAY DISTRIBUTION" SECTION OF YOUR STATEMENT OF EARNINGS FOR DETAILS.

William Frank Truchan  
206 Oxford Hill Lane  
Downingtown, PA 19335-1573

NOT NEGOTIABLE

the Board or the Compensation Committee shall annually consider the Executive's performance and determine if any additional bonus is appropriate.

c. The Executive may be eligible to participate in the company's equity incentive plans and may be eligible for the grant of stock options, restricted stock and other awards thereunder (subject to approval of the Board and the Compensation Committee). The Executive shall be entitled (during his period of employment) to participate in all retirement, welfare, deferred compensation, life and health insurance (including health insurance for Executive's spouse and his dependents), and other benefit plans or programs of the Company now or hereafter applicable to the Executive or applicable generally to executives of the Company or to a class of executives that includes senior executives of the Company (so long as such plans or programs are provided by the Company); provided, however, that during any period during Executive's period of employment that the Executive is subject to a Disability, and during the 180-day period of physical or mental infirmity leading up to the Executive's Disability, the amount of the Executive's compensation provided under this Section 3 shall be reduced by the sum of the amounts, if any, paid to the Executive for the same period under any disability benefit or pension plan of the Company or any of its subsidiaries.

# 3 { d. The Company shall provide to the Executive an automobile owned or leased by the Company of a make and model appropriate to the Executive's status (in Executive's discretion) and the Company shall incur and be responsible for the first \$12,000 per annum of such lease, or payments in respect of any owned car, and in the event that the Executive's employment terminates for whatever reason, he shall return the automobile with the keys and all licenses and other documentation relating to the automobile, to the Company. Notwithstanding the foregoing, at the Executive's discretion, in lieu of the Company providing the automobile pursuant to this Section 3(d), the Executive may elect to receive an annual allowance of the lesser of the actual expense or \$12,000 to cover the cost of the business use of an automobile owned or leased by the Executive.

e. [Intentionally Omitted].

f. The Company shall reimburse the Executive for travel, seminar and other expenses related to the Executive's duties which are incurred and accounted for in accordance with the Company's policies in effect from time to time with respect to travel, seminar and other expenses and the reporting and documentation of such expenses.

g. The Company shall pay for cell phone expenses and expenses related to other similar devices such as a blackberry for the Executive. The Company acknowledges that prior to the date of this Agreement, the Company has incurred expenses for cell phones, cell phone expenses and expenses related to other similar devices such as a blackberry for the Executive and the Company waives any right to reimbursement or claim against the Executive for these expenses.

#### 4. Termination.

a. The Executive's employment under this Agreement may be terminated prior to the end of the Term only as follows:

(i) by the Company upon the death of the Executive;

(ii) by the Company due to the Disability of the Executive after delivery of a Notice of Termination to the Executive;

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made by and between ON-SITE SOURCING, INC., a Delaware corporation (the "Company"), and WILLIAM TRUCHAN, an individual resident of Pennsylvania (the "Executive"), as of December 23, 2005 (the "Effective Date").

The Company presently employs the Executive as its Chief Financial Officer. The Board of Directors of the Company (the "Board") recognizes that the Executive's contribution to the growth and success of the Company is substantial. The Board desires to provide for the continued employment of the Executive to promote the best interests of the Company and its shareholders. The Executive is willing to continue to serve the Company on the terms and conditions herein provided.

Certain capitalized terms used in this Agreement are defined in Section 19.

In consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree (as of the Effective Date) that:

1. Employment. The Company shall continue to employ the Executive, and the Executive shall continue to serve the Company, as Chief Financial Officer upon the terms and conditions set forth herein. The Executive shall have such authority and responsibilities as are consistent with his position and which may be set forth in the Bylaws or assigned by the Board or the Company's Chief Executive Officer (the "CEO") from time to time, subject to the power and authority of the Board to overrule actions of officers of the Company. The Executive shall devote his full business time, attention, skill and efforts to the performance of his duties hereunder, except during periods of illness or periods of vacation and leaves of absence consistent with Company policy. The Executive may devote reasonable periods of time to serve as a director or advisor to other organizations, to perform charitable and other community activities (in Executive's discretion), and to manage his personal investments; provided, however, that such activities do not materially interfere with the performance of his duties hereunder and are not in conflict or competitive with, or adverse to, the interests of the Company.

2. Term. Unless earlier terminated as provided herein, the Executive's employment under this Agreement shall be for a continuing term (the "Term") of three years, which shall be extended automatically (without further action of the Company or the Executive) each day for an additional day so that the remaining term shall continue to be three years; provided, however, that either party may at any time, by written notice to the other, fix the Term to a finite term of three years, without further automatic extension, commencing with the date of such notice.

3. Compensation and Benefits.

a. The Company shall pay the Executive a salary at a rate of not less than \$170,000 per annum in accordance with the salary payment practices of the Company. The Board (or the Compensation Committee) shall review the Executive's salary at least annually. The Company may not decrease the Executive's base salary.

b. The Executive shall be entitled to receive an annual bonus up to the Executive's base salary if the Company achieves EBITDA performance targets set forth in the Company's annual budget that is submitted by management (with the direction of the CEO) and approved by the Board. In addition,



the Board or the Compensation Committee shall annually consider the Executive's performance and determine if any additional bonus is appropriate.

c. The Executive may be eligible to participate in the company's equity incentive plans and may be eligible for the grant of stock options, restricted stock and other awards thereunder (subject to approval of the Board and the Compensation Committee). The Executive shall be entitled (during his period of employment) to participate in all retirement, welfare, deferred compensation, life and health insurance (including health insurance for Executive's spouse and his dependents), and other benefit plans or programs of the Company now or hereafter applicable to the Executive or applicable generally to executives of the Company or to a class of executives that includes senior executives of the Company (so long as such plans or programs are provided by the Company); provided, however, that during any period during Executive's period of employment that the Executive is subject to a Disability, and during the 180-day period of physical or mental infirmity leading up to the Executive's Disability, the amount of the Executive's compensation provided under this Section 3 shall be reduced by the sum of the amounts, if any, paid to the Executive for the same period under any disability benefit or pension plan of the Company or any of its subsidiaries.

d. The Company shall provide to the Executive an automobile owned or leased by the Company of a make and model appropriate to the Executive's status (in Executive's discretion) and the Company shall incur and be responsible for the first \$12,000 per annum of such lease, or payments in respect of any owned car, and in the event that the Executive's employment terminates for whatever reason, he shall return the automobile with the keys and all licenses and other documentation relating to the automobile, to the Company. Notwithstanding the foregoing, at the Executive's discretion, in lieu of the Company providing the automobile pursuant to this Section 3(d), the Executive may elect to receive an annual allowance of the lesser of the actual expense or \$12,000 to cover the cost of the business use of an automobile owned or leased by the Executive.

e. [Intentionally Omitted].

f. The Company shall reimburse the Executive for travel, seminar and other expenses related to the Executive's duties which are incurred and accounted for in accordance with the Company's policies in effect from time to time with respect to travel, seminar and other expenses and the reporting and documentation of such expenses.

g. The Company shall pay for cell phone expenses and expenses related to other similar devices such as a blackberry for the Executive. The Company acknowledges that prior to the date of this Agreement, the Company has incurred expenses for cell phones, cell phone expenses and expenses related to other similar devices such as a blackberry for the Executive and the Company waives any right to reimbursement or claim against the Executive for these expenses.

#### 4. Termination.

a. The Executive's employment under this Agreement may be terminated prior to the end of the Term only as follows:

- (i) by the Company upon the death of the Executive;
- (ii) by the Company due to the Disability of the Executive after delivery of a Notice of Termination to the Executive;

(iii) by the Company for Cause upon delivery of a Notice of Termination to the Executive;

(iv) by the Company for any reason (other than for Cause) upon delivery of a Notice of Termination to the Executive;

(v) by the Executive for Adequate Justification upon no less than 30 days written notice to the Company and delivery of a Notice of Termination to the Company; and

(vi) by the Executive for any reason, without Adequate Justification, upon delivery of a Notice of Termination to the Company;

b. If the Executive's employment with the Company shall be terminated during the Term pursuant to Section 4(a)(i) or 4(a)(ii), the Company shall pay to the Executive (or in the case of his death, the Executive's estate) (i) within 15 days after the Termination Date, a lump sum cash payment equal to the Accrued Compensation and (ii) on the date that annual bonuses are normally paid to executives of the Company, a pro rated bonus amount in respect of the bonus referred to in the first sentence of Section 3(b) above (prorated for the number of days from January 1 of the year in which Executive's employment is terminated with the Company pursuant to Section 4(a)(i) or 4(a)(ii) through the Termination Date) if and only to the extent such bonus would be earned pursuant to Section 3(b) above, assuming EBITDA for the year in which Executive is terminated pursuant to Section 4(a)(i) or 4(a)(ii) were equal to such year's aggregate EBITDA from January 1 through the end of the most recently concluded month immediately prior to the date Executive is terminated pursuant to Section 4(a)(i) or 4(a)(ii) (with such EBITDA based on the Company's monthly financial statements for such months), divided by the number of months concluded during such year prior to the date Executive is terminated pursuant to Section 4(a)(i) or 4(a)(ii), with such result then multiplied by twelve.

c. If the Executive's employment with the Company shall be terminated without Cause pursuant to Section 4(a)(iv) or 4(a)(v), the Executive shall be entitled to the following (if and only if the Executive has executed and delivered to the Company a general release of all employment related claims against the Company and its directors, officers and affiliates in form and substance reasonably satisfactory to the Company and only so long as Executive has not revoked or breached the provisions of the general release or (i) breached the provisions of Section 5 hereof in a manner that has an adverse impact on the Company or (ii) breached the provisions of Section 6 hereof):

(i) the Company shall pay the Executive in cash within 15 days of the Termination Date an amount equal to all Accrued Compensation;

(ii) the Company shall pay the Executive in cash on the date that annual bonuses are normally paid to executives of the Company, a pro rated bonus amount in respect of the bonus referred to in the first sentence of Section 3(b) above (prorated for the number of days from January 1 of the year in which Executive's employment is terminated with the Company pursuant to Section 4(a)(iv) (without Cause) or 4(a)(v) through the Termination Date) if and only to the extent such bonus would be earned pursuant to Section 3(b) above, assuming EBITDA for the year in which Executive is terminated pursuant to Section 4(a)(iv) (without Cause) or 4(a)(v) were equal to such year's aggregate EBITDA from January 1 through the end of the most recently concluded month immediately prior to the date Executive is terminated pursuant to Section 4(a)(iv) (without Cause) or 4(a)(v) (with such EBITDA based on the Company's monthly

financial statements for such months), divided by the number of months concluded during such year prior to the date Executive is terminated pursuant to Section 4(a)(iv) (without Cause) or 4(a)(v), with such result then multiplied by twelve;

(iii) for the period from the Termination Date through the date that ends on the 12<sup>th</sup> month following the last day of the month in which Executive's employment is terminated (the "Continuation Period"), the Company shall at its expense continue on behalf of the Executive and his dependents and beneficiaries the life insurance, disability, medical, dental and hospitalization benefits provided (x) to the Executive immediately prior to such termination or (y) to other similarly situated executives who continue or become in the employ of the Company during the Continuation Period. The coverage and benefits (including deductibles and costs) provided in this Section 4(c)(iii) during the Continuation Period shall be no less favorable to the Executive and his dependents and beneficiaries than the most favorable of such coverages and benefits during any of the periods referred to in clauses (x) and (y) above. The Company's obligation hereunder with respect to the foregoing benefits shall be limited to the extent that the Executive obtains any such benefits pursuant to a subsequent employer's benefit plans, in which case the Company may reduce the coverage of any benefits it is required to provide the Executive hereunder as long as the aggregate coverages and benefits of the combined benefit plans is no less favorable to the Executive than the coverages and benefits required to be provided hereunder. This subsection (iii) shall not be interpreted so as to limit (but shall be without duplication of) any benefits to which the Executive or his dependents or beneficiaries may be entitled under any of the Company's Executive benefit plans, programs or practices following the Executive's termination of employment, including without limitation, retiree medical and life insurance benefits;

(iv) the Company shall pay to the Executive in cash at the end of each of the 12 consecutive 30-day periods, or if less the number of remaining 30-day periods if this Agreement is subject to a Fixed Term, following the Termination Date an amount equal to one-twelfth of the Base Amount; and

(v) the restrictions on any outstanding incentive awards (including stock options) previously granted to the Executive (if any) under the Plan or under any other incentive plan or arrangement shall continue to be subject to the terms and conditions of the Plan and/or such other incentive plan or arrangement following the Termination Date.

d. If the Executive's employment with the Company is terminated pursuant to Section 4(a)(iii) or 4(a)(vi), the Company shall pay the Executive in cash within 15 days of the Termination Date, an amount equal to all Accrued Compensation.

e. [Intentionally Omitted].

f. The Executive shall not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, and no such payment shall be offset or reduced by the amount of any compensation or benefits provided to the Executive in any subsequent employment except as provided in Section 4(c)(iv).

g. The severance pay and benefits provided for in this Section 4 shall be in lieu of any other severance or termination pay to which the Executive may be entitled under any Company severance or termination plan, program, practice or arrangement. The Executive's entitlement to any other compensation

or benefits shall be without duplication of those otherwise described in this Section 4 and shall be determined in accordance with the Company's Executive benefit plans and other applicable programs, policies and practices then in effect.

5. Protection of Trade Secrets and Confidential Information.

a. Through exercise of his rights and performance of his obligations under this Agreement, Executive will be exposed to "Trade Secrets" and "Confidential Information" (as those terms are defined below). "Trade Secrets" shall mean information or data of or about the Company or any affiliated entity, including, but not limited to, technical or nontechnical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, products plans, or lists of actual or potential customers, clients, distributors, or licensees or other business relations, that: (i) derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use; and (ii) are the subject of efforts that are reasonable under the circumstances to maintain their secrecy. To the extent that the foregoing definition is inconsistent with a definition of "trade secret" mandated under applicable law, the latter definition shall govern for purposes of interpreting Executive's obligations under this Agreement. Except as required to perform his obligations under this Agreement or except with Company's prior written permission, Executive shall not use, redistribute, market, publish, disclose or divulge to any other person or entity any Trade Secrets of the Company. The Executive's obligations under this provision shall remain in force (during or after the Term) for so long as such information or data shall continue to constitute a "trade secret" under applicable law. Executive agrees to cooperate with any and all confidentiality requirements of the Company and Executive shall immediately notify the Company of any unauthorized disclosure or use of any Trade Secrets of which Executive becomes aware.

b. The Executive agrees to maintain in strict confidence and, except as necessary to perform his duties for the Company, not to use or disclose any Confidential Business Information at any time, either during the term of his employment or for a period of one year after the Executive's last date of employment, so long as the pertinent data or information remains Confidential Business Information. "Confidential Business Information" shall mean any non-public information of a competitively sensitive or personal nature, other than Trade Secrets, acquired by the Executive, directly or indirectly, in connection with the Executive's employment (including his employment with the Company prior to the date of this Agreement), including (without limitation) oral and written information concerning the Company or its affiliates relating to financial position and results of operations (revenues, margins, assets, net income, etc.), annual and long-range business plans, marketing plans and methods, account invoices, oral or written customer information, and personnel information. Confidential Business Information also includes information recorded in manuals, memoranda, projections, minutes, plans, computer programs, and records, whether or not legended or otherwise identified by the Company and its affiliates as Confidential Business Information, as well as information which is the subject of meetings and discussions and not so recorded; provided, however, that Confidential Business Information shall not include information that is generally available to the public, other than as a result of disclosure, directly or indirectly, by the Executive, or was available to the Executive on a non-confidential basis (other than directly or indirectly from or on behalf of the Company or any of its Affiliates) prior to its disclosure to the Executive.

c. Upon termination of employment, the Executive shall leave with the Company all business records relating to the Company and its affiliates including, without limitation, all contracts, calendars, and other materials or business records concerning its business or customers, including all physical, electronic, and computer copies thereof, whether or not the Executive prepared such materials or records himself. Upon such termination, the Executive shall retain no copies of any such materials.

d. As set forth above, the Executive shall not disclose Trade Secrets or Confidential Business Information. However, nothing in this provision shall prevent the Executive from disclosing Trade Secrets or Confidential Business Information pursuant to a court order or court-issued subpoena, so long as the Executive first notifies the Company of said order or subpoena in sufficient time to allow the Company to seek an appropriate protective order. The Executive agrees that if he receives any formal or informal discovery request, court order, or subpoena requesting that he disclose Trade Secrets or Confidential Business Information, he will immediately notify the Company and provide the Company with a copy of said request, court order, or subpoena.

6. Noncompetition; Non-Solicitation and Related Matters.

a. Executive acknowledges and agrees with the Company that he is familiar with the Company's and its affiliates' Trade Secrets and Confidential Business Information. Executive further acknowledges and agrees with the Company that (i) Executive's services to the Company have been and are unique in nature and have been and are of extraordinary value to the Company and its affiliates, (ii) the Company and its affiliates have entrusted material aspects of the business of the Company and its affiliates to Executive in Executive's role as the Company's Chief Financial Officer and (iii) the Company would be irreparably damaged if Executive were to violate the provisions of this Section 6. Executive accordingly covenants and agrees with the Company that during the term of his employment and for a period of 12 months following the date Executive's employment with the Company is terminated for any reason (the "Noncompetition Period"), Executive shall not directly or indirectly, either for himself or for any other individual, corporation, partnership, joint venture or other entity, participate in any business (including, without limitation, any division, group, or franchise of a larger organization) which engages or which proposes to engage in a Competing Business and in which it would be necessary for Executive to directly or indirectly employ, reveal or otherwise utilize Trade Secrets or Confidential Business Information used by the Company or any of its affiliates at any time prior to Executive's termination (which shall be presumed to be the case in the event that Executive participates in a Competing Business during the Noncompetition Period unless Executive can demonstrate to the contrary). For purposes of this Agreement, the term "participate in" shall include, without limitation, having any direct or indirect interest in any corporation, partnership, joint venture or other entity, whether as a sole proprietor, owner, stockholder, partner, joint venturer, creditor or otherwise, or rendering any direct or indirect service or assistance to any individual, corporation, partnership, joint venture and other business entity (whether as a director, officer, manager, supervisor, employee, agent, consultant or otherwise). Executive has consulted with legal counsel regarding the restrictions of this Section 6(a) and based on such consultation has determined and hereby acknowledges that the such restrictions are reasonable in terms of duration, scope and area restrictions and are necessary to protect the goodwill of the Company's business and the Company's Trade Secrets and Confidential Business Information.

b. During the Noncompetition Period, Executive shall not, directly or indirectly, either for himself or for any other individual, corporation, partnership, joint venture or other entity, (i) induce or attempt to induce any employee of the Company with whom Executive had Significant Contact during the 12-month time period immediately preceding the termination of Executive's employment (for any reason) to leave the employ of the Company, or in any way interfere with the relationship between the Company and any employee thereof, (ii) hire any person who was an employee of the Company at any time during the twelve (12) months prior to the termination of Executive's employment with whom Executive had Significant Contact during the 12-month time period immediately preceding the termination of Executive's employment (for any reason), (iii) induce or attempt to induce any customer, supplier, licensee, licensor, vendor or other business relation of the Company with whom Executive had Significant Contact during the 12-month time period immediately preceding the termination of

Executive's employment (for any reason) to cease doing business with the Company, or in any way interfere with the relationship between any such customer, supplier, licensee, licensor, vendor or business relation and the Company (including, without limitation, making any negative statements or communications concerning the Company) or (iv) solicit any business in competition with the business of the Company and its affiliates from any of the existing or potential customers with whom Executive had Significant Contact during the 12-month time period immediately preceding the termination of Executive's employment (for any reason). For purposes of this Agreement, "Significant Contact" means personal contact or the supervision of the efforts of those who have had direct personal contact.

c. The Executive acknowledges and agrees that great loss and irreparable damage would be suffered by the Company if the Executive should breach or violate any of the terms or provisions of the covenants and agreements set forth in this Section 6. The Executive further acknowledges and agrees that each of these covenants and agreements is reasonably necessary to protect and preserve the interests of the Company. The parties agree that money damages for any breach of clauses (a) and (b) of this Section 6 will be insufficient to compensate for any breaches thereof, and that the Executive or any of the Executive's affiliates, as the case may be, will, waive in any proceeding initiated to enforce such provisions any claim or defense that an adequate remedy at law exists. The existence of any claim, demand, action, or cause of action against the Company, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of any of the covenants or agreements in this Agreement; provided, however, that nothing in this Agreement shall be deemed to deny the Executive the right to defend against this enforcement on the basis that the Executive's actions do not fall within the restrictions set forth in this Agreement.

d. The Executive acknowledges and agrees that: (i) the covenants and agreements contained in clauses (a) through (e) of this Section 6 are the essence of this Agreement; (ii) that the Executive has received good, adequate and valuable consideration for each of these covenants; and (iii) each of these covenants is reasonable and necessary to protect and preserve the interests and properties of the Company. The Executive also acknowledges and agrees that: (i) irreparable loss and damage will be suffered by the Company should the Executive breach any of these covenants and agreements; (ii) each of these covenants and agreements in clauses (a) and (b) of this Section 6 is separate, distinct and severable not only from the other covenants and agreements but also from the remaining provisions of this Agreement; and (iii) the unenforceability of any covenants or agreements shall not affect the validity or enforceability of any of the other covenants or agreements or any other provision or provisions of this Agreement. The Executive acknowledges and agrees that if any of the provisions of clauses (a) and (b) of this Section 6 shall ever be deemed to exceed the time, activity, or geographic limitations permitted by applicable law, then such provisions shall be and hereby are reformed to the maximum time, activity, or geographical limitations permitted by applicable law.

e. The Executive and the Company hereby acknowledge that it may be appropriate from time to time to modify the terms of this Section 6 and the definition of the term "Business" to reflect changes in the Company's business and affairs so that the scope of the limitations placed on the Executive's activities by this Section 6 accomplishes the parties' intent in relation to the then current facts and circumstances. Any such amendment shall be effective only when completed in writing and signed by the Executive and the Company.

#### 7. Successors; Binding Agreement.

a. This Agreement shall be binding upon and shall inure to the benefit of the Company, its Successors and Assigns and the Company shall require any Successors and Assigns to

expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place.

b. Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by the Executive, his beneficiaries or legal representatives, except by will or by the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal personal representative.

8. Fees and Expenses. The prevailing party to any legal action, arbitration or other proceeding commenced in connection with enforcing any provision of this Agreement, including without limitation, obtaining the injunctive relief provided by Section 6(c) shall be entitled to recover all court costs, reasonable attorneys' fees, and related expenses incurred by such party.

9. Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement (including the Notice of Termination) shall be in writing and shall be deemed to have been duly given when personally delivered or sent by certified mail, return receipt requested, postage prepaid, addressed to the respective addresses last given by each party to the other; provided, however, that all notices to the Company shall be directed to the attention of the Board with a copy to the Secretary of the Company. All notices and communications shall be deemed to have been received on the date of delivery thereof.

10. Settlement of Claims. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which the Company may have against the Executive or others. The Company may, however, withhold from any amounts or benefits payable under this Agreement all federal, state, city, or other taxes as shall be required pursuant to any law or governmental regulation or ruling.

11. Modification and Waiver. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and the Company. No waiver by any party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

12. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to the conflict of laws principles thereof. Any action brought by any party to this Agreement shall be brought and maintained in a court of competent jurisdiction in the State of Delaware.

13. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, if any, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof.

15. Headings. The headings of Sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17. [Intentionally Omitted].

18. [Intentionally Omitted].

19. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

a "Accrued Compensation" shall mean an amount which shall include all amounts earned or accrued through the Termination Date but not paid as of the Termination Date including (i) base salary, (ii) reimbursement for reasonable and necessary expenses incurred by the Executive on behalf of the Company during the period ending on the Termination Date, and (iii) bonuses and incentive compensation (other than any pro rated bonus payable pursuant to Sections 4(b) or 4(c) herein).

b "Adequate Justification" shall mean any of the following events or conditions: (i) a material failure of the Company to comply with the terms of this Agreement that is not approved by Executive and that is not cured within 10 days of the Executive's written notice to the Company if susceptible to cure; (ii) unless otherwise consented to by the Executive, any permanent relocation of the Executive's place of work to a location more than 40 miles outside the Washington D.C. metropolitan area; (iii) other than in the case of a termination of Executive's employment with the Company for Cause, or due to Executive's death or Disability, the removal of the Executive from the position of Chief Executive Officer; (iv) other than in the case of a termination of Executive's employment with the Company for Cause, or due to Executive's death or Disability, any diminution in the Executive's authority or the Executive's responsibilities that is not approved by Executive and that is not cured within 10 days of the Executive's written notice to the Company.

c. "Base Amount" shall mean the Executive's annual base salary at the rate in effect on the Termination Date pursuant to Section 3(a) above.

d. "Board" shall have the meaning set forth in the recitals.

e. "Business" shall mean the business of providing reprographic, imaging, coding, electronic file processing, forensics or electronic discovery or archival services (or any other business conducted by the Company or its Subsidiaries during the period of Executive's employment with the Company).

f "Bylaws" shall mean the Amended and Restated Bylaws of the Company, as amended, supplemented or otherwise modified from time to time.

i "Cause" shall mean the result of:

(i) any act that (X) constitutes, on the part of the Executive, fraud, dishonesty, or gross malfeasance of duty, and (Y) is demonstrably likely to lead to material injury to the Company or resulted or was intended to result in direct or indirect gain to or personal enrichment of the Executive; provided, however, that such conduct shall not constitute Cause:



(A) unless (1) there shall have been delivered to the Executive a written notice setting forth with specificity the reasons that the Board believes the Executive's conduct constitutes the criteria set forth in clause (i), (2) the Executive shall have been provided the opportunity, if such behavior is susceptible to cure, to cure the specific inappropriate behavior within 30 days following written notice, (3) after such 30-day period, the Board of Directors determines that the behavior has not been cured, and (4) the termination is evidenced by a resolution adopted in good faith by two-thirds of the members of the Board;

(B) if such conduct (1) was believed by the Executive in good faith to have been in or not opposed to the interests of the Company, and (2) was not intended to and did not result in the direct or indirect gain to or personal enrichment of the Executive;

(ii) the conviction (from which no appeal may be or is timely taken) of the Executive of a felony;

(iii) reporting to work under the influence of illegal drugs, the use of illegal drugs (whether or not at the workplace), the flagrant and repeated substantial abuse of alcohol, or other conduct causing the Company or any of its Subsidiaries substantial public disgrace or disrepute or economic harm; or

(iv) (a) the abandonment of his duties hereunder (except during periods of illness or periods of vacation and leaves of absence consistent with Company policy) or (b) any material breach by Executive of the provisions of Section 5 or 6 hereof; provided, however, that the foregoing shall not constitute Cause hereunder unless (1) there shall have been delivered to the Executive a written notice setting forth with specificity the reasons that the Board believes the Executive's conduct constitutes the criteria set forth in this clause (iv), (2) the Executive shall have been provided the opportunity, if such behavior is susceptible to cure, to cure the specific inappropriate behavior within 30 days following written notice, (3) after such 30-day period, the Board of Directors determines that the behavior has not been cured, and (4) the termination is evidenced by a resolution adopted in good faith by two-thirds of the members of the Board (other than the Executive).

j. [Intentionally Omitted].

h. "Compensation Committee" shall mean the compensation committee of the Board.

i. "Competing Business" shall mean any business that, in whole or in part, is the same or substantially similar to the Business.

j. "Confidential Business Information" shall have the meaning ascribed to it in Section 5(b).

k. "Disability" shall mean the inability of the Executive to perform substantially all of his duties as required hereunder (i) for a period of 90 consecutive days or (ii) for a total period of 180 days in any 12 month period because of mental or physical condition, illness or injury.

l. "EBITDA" shall mean the Company's earnings before interest, taxes, depreciation and amortization exclusive of any management fees, non-recurring expenses, extraordinary items, "one-time" expenses, or other similar expenses that are not generally recurring in nature.

m. "Effective Date" has the meaning in the preamble.

n. "Notice of Termination" shall mean a written notice of termination from the Company or the Executive which specifies an effective date of termination, indicates the specific termination provision in this Agreement relied upon, and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

o. "Plan" shall mean any of the Company's incentive stock plans.

p. "Recapitalization Agreement" shall mean that certain Stock Purchase and Recapitalization Agreement, dated as of November 10, 2005, by and among the Company, DocuForce Financial Corp. and the other parties signatory thereto.

q. "Successors and Assigns" shall mean a corporation or other entity acquiring all or substantially all the assets and business of the Company (including this Agreement), whether by operation of law or otherwise.

r. "Termination Date" shall mean, in the case of the Executive's death, his date of death, and in all other cases, the date specified in the Notice of Termination.

s. "Trade Secrets" shall have the meaning ascribed to it in Section 5(a).

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and its seal to be affixed hereunto by its officers thereunto duly authorized, and the Executive has signed and sealed this Agreement, effective as of the date first above written.

ON-SITE SOURCING, INC.

By: 

Name: HAL BROOKS, CHIEF OPERATING

Title: OFFICER and SECRETARY

EXECUTIVE

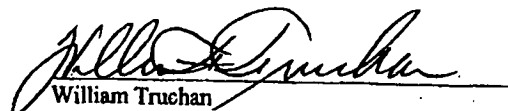
William Truchan

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and its seal to be affixed hereunto by its officers thereunto duly authorized, and the Executive has signed and sealed this Agreement, effective as of the date first above written.

ON-SITE SOURCING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTIVE

  
William Truchan