

B 10 (Official Form 10) (12/08)

<b>UNITED STATES BANKRUPTCY COURT</b> Eastern District of Virginia		<b>PROOF OF CLAIM</b>
Name of Debtor: <u>On-Site Sourcing, Inc.</u>		Case Number: <u>09-10816</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): <u>Prime Business Leasing, Inc.</u>		<input checked="" type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: <u>29-1</u> (If known)  Filed on: <u>03/20/2009</u>
Name and address where notices should be sent: <u>Amy K. Kline</u> <u>35 Franklin Boulevard</u> <u>Reisterstown, MD 21136</u>  Telephone number: <u>(410) 526-9551</u>		
Name and address where payment should be sent (if different from above):   Telephone number:		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.   Check this box if you are the debtor or trustee in this case.
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>29,682.53</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.  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.		<b>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.</b>  Specify the priority of the claim.  Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  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).  Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  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).  Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  Other: Specify applicable paragraph of 11 U.S.C. §507(a) ( ). Amount entitled to priority: \$ <u>0</u> *Amounts are subject to adjustment on 4/15/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
<b>2. Basis for Claim:</b> <u>Equipment Lease</u> (See instruction #2 on reverse side.)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____  <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)		
<b>4. Secured Claim</b> (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:    Real Estate      Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>equipment leases see attached schedules for particular collateral.</u>  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: \$ <u>29,682.53</u> Amount Unsecured: \$ _____		
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
<b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		
Date: <u>11/10/2009</u>	<b>Signature:</b> 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.  <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: right;"> <u>Amy KLINE, ESQUIRE</u> </div> </div>	
		<b>FOR COURT USE ONLY</b> <u>0</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.

**LEASE AGREEMENT 80-1689**

**PRIME BUSINESS LEASING, INC.**

8005 HARFORD ROAD  
BALTIMORE, MARYLAND 21234  
PHONE 410-285-6600  
FAX 410-882-6857

LEASE NO.

80-1689

**LESSEE**

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

**VENDOR**

Graphics Plus  
201 South Main Street  
Iowa Falls, IA 50126

**EQUIPMENT LOCATION:**

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

**DESCRIPTION: Model No. or other identification**

Quantity	Description
1	Xerox 8830, Meter 202K, Copier w/7356 Scanner

Reversionary Value: \$ 1,300.00

**SECURITY DEPOSIT**

\$ 0.00

Beginning Date

November 15, 2005

**SCHEDULE OF PAYMENTS DURING ORIGINAL TERM OF LEASE**Number of Months: 36 Monthly Payments \$ 401.91\*

\*Plus Sales/Use Tax, if applicable

**ADVANCE RENTALS PAYABLE AT THE SIGNING OF LEASE**\$ 803.82Representing the first month and last 1 month(s) rent**GUARANTY**

To induce Lessor to enter into this lease, the undersigned unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under this lease, including all attorney's fees and other expenses due by reason of Lessee's default and the payment on demand of the entire balance of Lessee's obligations if Lessee defaults in any manner, without first requiring Lessor to proceed against Lessee or the leased Equipment. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. The undersigned consents to the jurisdiction of the Federal or State courts located in the state and county in which is located the chief executive office of the holder of the Lessor's interest in this lease. Each and every Guarantor hereby authorizes any attorney-at-law to appear for them before any court having jurisdiction, and after one or more declarations filed, confess judgment against them, either jointly or severally, for the unpaid balance then due hereunder (whether by normal maturity or by acceleration), plus interest, court costs and attorneys' fees of 25% of the amount declared due, hereby waiving all exemptions. THE UNDERSIGNED REPRESENT THAT THIS GUARANTY IS EXECUTED TO INDUCE LESSOR TO ENTER INTO THIS LEASE AND EACH OF US REPRESENTS THAT HE HAS READ THIS GUARANTY AND THIS LEASE AND AGREES TO BE BOUND BY THEIR TERMS, AND EACH OF US UNDERSTANDS AND AGREES THAT NOTHING SHALL DISCHARGE OR SATISFY HIS LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THIS LEASE.

SIGNATURE

Personal Guarantor

(NO TITLE)

SIGNATURE

Personal Guarantor

(NO TITLE)

SIGNATURE

Personal Guarantor

(NO TITLE)

DATE

**CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED EQUIPMENT**

Lessee hereby acknowledges receipt of the Equipment described in its lease with Lessor (the "Equipment") and accepts the Equipment after full inspection thereof as satisfactory for all purposes of the lease.

SIGNATURE

X

TITLE

DELIVERY DATE

LESSOR: PRIME BUSINESS LEASING, INC.

SIGNATURE  
LESSOR

By

Vice President

DATE 11/15/2005

LESSEE: On-Site Sourcing, Inc.SIGNATURE  
LESSEE

TITLE

CFO

DATE 11-3-05

THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED ABOVE

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS,  
WHICH ARE PART OF THIS LEASE.

IMPORTANT: VENDOR AND ITS REPRESENTATIVE ARE NOT AGENTS  
OF THE LESSOR.

LESSOR'S OBLIGATION TO MAINTAIN THE EQUIPMENT IN GOOD OPERATING CONDITION, REPAIR AND APPEARANCE AND PROTECT THE SAME FROM DETERIORATION OTHER THAN NORMAL WEAR AND TEAR, SHALL USE THE EQUIPMENT IN THE ORDINARY COURSE OF BUSINESS ONLY, WITHIN ITS NORMAL CAPACITY WITHOUT ABUSE AND IN A MANNER COMPLIED BY THE VENDOR, SHALL COMPLY WITH THE LAWS, ORDINANCES, REGULATIONS, REQUIREMENTS AND RULES WITH RESPECT TO THE USE, MAINTENANCE AND OPERATION OF THE EQUIPMENT, SHALL NOT MAKE ANY MODIFICATION, ALTERATION, OR ADDITION TO THE EQUIPMENT (OTHER THAN NORMAL OPERATING ACCESSORIES OR CONTROLS WHICH SHALL WHEN ADDED TO THE EQUIPMENT BECOME THE PROPERTY OF THE LESSOR) WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, WHICH SHALL NOT BE UNREASONABLY WITHHELD, SHALL NOT AFFIX THE EQUIPMENT TO REALTY AS TO CHANGE ITS NATURE TO REAL PROPERTY OR FUTURE, AND AGREES THAT THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY AT ALL TIMES, REGARDLESS OF HOW ATTACHED OR INSTALLED, SHALL KEEP THE EQUIPMENT AT THE LOCATION SHOWN ABOVE AND SHALL NOT REMOVE THE EQUIPMENT WITHOUT THE CONSENT OF LESSOR, WHICH SHALL NOT BE UNREASONABLY WITHHELD. LESSOR SHALL HAVE THE RIGHT DURING NORMAL HOURS, UPON REASONABLE PRIOR NOTICE TO THE LESSEE AND SUBJECT TO APPLICABLE LAWS AND REGULATIONS TO ENTER UPON THE PREMISES WHERE THE EQUIPMENT IS LOCATED IN ORDER TO INSPECT, OBSERVE OR REMOVE THE EQUIPMENT OR OTHERWISE PROTECT LESSOR'S INTEREST.

7. NET LEASE: TAXES. Lessee intends the rental payments hereunder to be net to Lessor and Lessee shall pay all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties, and other charges imposed on the ownership, possession or use of the Equipment during the term of this lease; shall pay all taxes (except Federal or State net income taxes imposed on Lessor) with respect to the rental payments hereunder and shall reimburse Lessor upon demand for any taxes paid by or advanced by Lessor. Lessee shall file all returns required thereof and furnish copies to Lessor.

8. INDEMNITY. Lessee shall and does hereby agree to indemnify and save Lessor its agents, officers, directors, employees, servants, successors, and assigns harmless against and from any all liability, damages, or loss including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where, how and by whom operated) control use, condition (including but not limited to latent and other defects whether or not discoverable by Lessee), maintenance, delivery and return of the Equipment. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding termination of this lease.

9. INSURANCE. Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever in amounts determined by Lessor. The amount of such insurance shall be sufficient so that neither the Lessor nor Lessee will be considered a co-insurer. Lessee also shall carry public liability insurance, personal injury and property damage, covering the Equipment. All such insurance shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall include Lessor as named insured. Lessee shall pay the premiums for such insurance and deliver to Lessor satisfactory evidence of the insurance coverage required hereunder. The proceeds of such insurance payable as a result of loss or damage to any item of the Equipment shall be applied to satisfy Lessee's obligations as set forth in Paragraph 10 below. Lessee hereby irrevocably appoints Lessor, as Lessee's attorney-in-fact to make claim to receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

10. RISK OF LOSS. Lessee hereby assumes the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever during the term of this lease and thereafter until redelivery to Lessor. In the event of loss, damage or destruction of any item of Equipment, Lessee at its expense (except in the event of any proceeds of insurance provided by Lessee which shall have been received by Lessor as a result of such loss, damage or destruction) and at Lessor's option shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, or (b) pay Lessor the sum of all unpaid rentals and other obligations due by Lessee to Lessor, discounted to present value at a discount rate 6% per annum, and the Reversionary Value as set forth on the face of this lease, or (c) replace such item with a like item acceptable to Lessor, in good condition and of equivalent value, which shall become property of Lessor, included within the term "Equipment" as used herein, and leased from Lessor herewith for the balance of the full term of this lease

11. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATION. In the event Lessee fails to comply with any provision of this lease, Lessor shall have the right, but shall not be obligated to effect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by and all expenses of Lessor in effecting such compliance shall be deemed to be additional rental and shall be paid by Lessee at the time of the next monthly payment of rent.

DEFENSE OF THE EQUIPMENT IN GOOD OPERATING CONDITION, REPAIR AND APPEARANCE AND PROTECT THE SAME FROM DETERIORATION OTHER THAN NORMAL WEAR AND TEAR, SHALL USE THE EQUIPMENT IN THE ORDINARY COURSE OF BUSINESS ONLY, WITHIN ITS NORMAL CAPACITY WITHOUT ABUSE AND IN A MANNER COMPLIED BY THE VENDOR, SHALL COMPLY WITH THE LAWS, ORDINANCES, REGULATIONS, REQUIREMENTS AND RULES WITH RESPECT TO THE USE, MAINTENANCE AND OPERATION OF THE EQUIPMENT, SHALL NOT MAKE ANY MODIFICATION, ALTERATION, OR ADDITION TO THE EQUIPMENT (OTHER THAN NORMAL OPERATING ACCESSORIES OR CONTROLS WHICH SHALL WHEN ADDED TO THE EQUIPMENT BECOME THE PROPERTY OF THE LESSOR) WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, WHICH SHALL NOT BE UNREASONABLY WITHHELD, SHALL NOT AFFIX THE EQUIPMENT TO REALTY AS TO CHANGE ITS NATURE TO REAL PROPERTY OR FUTURE, AND AGREES THAT THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY AT ALL TIMES, REGARDLESS OF HOW ATTACHED OR INSTALLED, SHALL KEEP THE EQUIPMENT AT THE LOCATION SHOWN ABOVE AND SHALL NOT REMOVE THE EQUIPMENT WITHOUT THE CONSENT OF LESSOR, WHICH SHALL NOT BE UNREASONABLY WITHHELD. LESSOR SHALL HAVE THE RIGHT DURING NORMAL HOURS, UPON REASONABLE PRIOR NOTICE TO THE LESSEE AND SUBJECT TO APPLICABLE LAWS AND REGULATIONS TO ENTER UPON THE PREMISES WHERE THE EQUIPMENT IS LOCATED IN ORDER TO INSPECT, OBSERVE OR REMOVE THE EQUIPMENT OR OTHERWISE PROTECT LESSOR'S INTEREST.

13. REMEDIES. On the occurrence of any event of default Lessor may, without further notice to Lessee and in its sole discretion, exercise any one or more of the following remedies: (a) declare Lessee's obligations hereunder immediately due and payable and recover as liquidated damages and not as a penalty an amount equal to: (i) all rentals and other sums due as of the date of default plus; (ii) the present value of all future rents and other sums payable to Lessor discounted at a rate of six percent (6%) per annum plus; (iii) reasonable attorney's fees equal to twenty-five percent (25%) of amounts due, (but not less than \$300.00); plus (iv) the then fair market value of the Equipment which the parties stipulate shall be the "Reversionary Value" as set forth on the face of this lease; less (v) any net proceeds of the disposition of the Equipment plus (vi) all expenses as are incurred in repossession, rental, repair, refurbishment, seizure, storage, sale or relating of the Equipment or disposition of other collateral and any charges, costs, expenses, interest or penalties properly assessable against Lessee pursuant to the provisions of this lease or any other agreement(s) between the parties (b) proceed by appropriate court action or actions either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this lease or to recover damages for breach thereof; (c) make demand on Lessee to assemble the Equipment and any other collateral as security for this lease, whereupon Lessee shall immediately assemble the Equipment and other collateral and make it available at a place designated by Lessor which is within the State wherein the Equipment was originally delivered to Lessee; (d) terminate this lease and take possession of the Equipment and any other collateral with or without notice to Lessee and without order of the court or other legal process, and without incurring any liability to Lessee for any damages incurred by reason of such taking. LESSEE HEREBY WAIVING ANY AND ALL RIGHTS TO PRIOR NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF THE EQUIPMENT OR OTHER COLLATERAL BY LESSOR; (e) lease said Equipment for a term and rental which may be less than, equal to or greater than the rent and term herein, or use the Equipment or sell or otherwise dispose of the Equipment for cash or credit, and upon such terms as Lessor may determine, free of any rights of Lessee. TO SECURE LESSOR'S RIGHTS HEREUNDER, LESSEE AND ALL GUARANTORS HEREBY EMPOWER AND AUTHORIZE ANY ATTORNEY TO APPEAR FOR THEM BEFORE ANY COURT HAVING JURISDICTION, AND AFTER ONE OR MORE DECLARATIONS FILED, CONFESS JUDGMENT AGAINST THEM, EITHER JOINTLY OR SEVERALLY, FOR THE FULL AMOUNT OWING HEREUNDER (WHETHER BY NORMAL MATURITY OR ACCELERATION), PLUS INTEREST, COURT COSTS AND ATTORNEY'S FEES OF 25% (BUT NOT LESS THAN \$300.00) OF THE AMOUNT DECLARED DUE HEREBY WAIVING ALL EXEMPTIONS. LESSEE AND THE GUARANTORS HEREBY AGREE THAT LESSOR HAS NO DUTY TO MITIGATE DAMAGES HEREUNDER BY FIRST TAKING ACTION TO RECOVER, SELL, OR RE-LEASE THE EQUIPMENT, EXERCISE ANY OTHER RIGHT OR REMEDY WHICH MAY BE AVAILABLE TO IT UNDER THE UCC OR ANY OTHER APPLICABLE LAW. The exercise of any of the foregoing remedies by Lessor shall not constitute the termination of this lease unless Lessor notifies Lessee in writing. No failure or delay on the part of Lessor to exercise any right or remedy hereunder shall operate as a waiver. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or waiver of Lessor's rights. No remedy referred to in this section 13 is intended to be exclusive, but each shall be cumulative and concurrent to the extent permitted by law, and shall be in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

14. LATE CHARGES. Upon the failure of the Lessee to pay within ten (10) days any rental or other sum due under this lease, Lessee shall also pay a late charge in the amount of 10% of such delinquent rent or other sum due, but not to exceed the maximum allowed by law.

15. ASSIGNMENT NOTICE OF INTENDED ASSIGNMENT. LESSOR MAY WITHOUT LESSEE'S CONSENT, ASSIGN OR TRANSFER THIS LEASE OR ANY EQUIPMENT, RENT OR OTHER SUMS DUE OR TO BECOME DUE HEREUNDER, AND IN SUCH EVENT LESSOR'S ASSIGNEE OR TRANSFEREE SHALL HAVE THE RIGHTS, POWERS, PRIVILEGES AND REMEDIES OF LESSOR HEREUNDER. Lessee hereby acknowledges notice of Lessor's intended assignment of Lessor's interest in this lease and upon such assignment Lessee agrees not to assert as against Lessor's assignee, any defense, setoff, recoupment, claim or counterclaim, that it may have against Lessor whether arising under this lease transaction or otherwise. LESSEE SHALL NOT ASSIGN THIS LEASE OR ANY INTERESTS HEREUNDER AND SHALL NOT ENTER INTO ANY SUBLEASE WITH RESPECT TO THE EQUIPMENT COVERED HEREBY WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.

16. RETURN OF PROPERTY. Upon the termination or expiration of this lease, or any extension thereof, the Lessee shall forthwith deliver, freight prepaid, the Equipment to the Lessor at an address designated by Lessor complete and in good order and condition, reasonable wear and tear alone excepted. The Lessee shall also pay to the Lessor such sum as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment. If upon such expiration or termination the Lessee does not immediately return the Equipment to the Lessor, the Equipment shall continue to be held and leased hereunder and this lease shall thereupon be extended indefinitely as to the term at the same monthly rental, subject to the right of either the Lessee or the Lessor to terminate the lease upon thirty (30) days written notice, whereupon the Lessee shall forthwith deliver the Equipment to the Lessor as set forth in this Paragraph.

17. SECURITY DEPOSIT. Lessee agrees to make a security deposit in the amount, if any, set forth on the face of this lease, prior to the date of delivery of the Equipment, which security deposit Lessor may commingle freely with other monies in its possession. Lessor, at its election, may apply the security deposit, or any portion thereof, to reimburse Lessor for any sums paid by Lessor which under the terms of this lease are the obligation of Lessee, including the repair or refurbishment of the Equipment upon the expiration of the term of this lease, if Lessee fails to return the Equipment in condition required by this lease. Lessee shall not be entitled to any credit for its security deposit until such time as the Equipment has been returned to Lessor, whether Lessee's obligation to return the Equipment arose on the expiration of the term of this lease or upon the occurrence of any event of default hereunder. Upon the termination of the term of this lease and any renewals hereof, provided Lessee has fulfilled all its obligations to Lessor, the security deposit, less any deductions authorized herein, shall be returned to Lessee without interest.

18. MISCELLANEOUS. This lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except by a writing signed by an executive officer of the Lessor. This lease shall be binding when accepted in writing by the Lessor and shall be governed by the laws of the state of the chief executive office of the holder of the Lessor's interest in this lease. Lessee agrees that all action or proceedings instituted by Lessor or Lessee hereunder, shall at Lessor's option, be brought in a court of competent jurisdiction in the state and county in which is located the chief executive office of the holder of the Lessor's interest in this lease. Lessee waives, insofar as permitted by law, trial by jury in any action between the parties. Lessor and Lessee intend this to be a valid and subsisting legal document, and agree that no provision of this lease which may be deemed unenforceable shall in any way invalidate any other provision or provisions of this lease, all of which shall remain in full force and effect. Any notice, intended to be served hereunder, shall be deemed sufficiently sent if sent by regular mail, postage prepaid, addressed to the party at the addresses contained hereon. This lease shall be binding upon the parties, their successors, legal representatives and assigns.

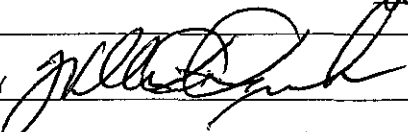
## CERTIFICATE OF ACCEPTANCE (LEASE)

LESSOR <b>PRIME BUSINESS LEASING, INC.</b> 8005 HARFORD ROAD BALTIMORE, MD 21234-5701	EQUIPMENT LEASE NUMBER 80-1689 DATED November 15, 2005 EQUIPMENT LEASE SCHEDULE NUMBER
DATE November 15, 2005	DATED

THIS CERTIFICATE REFERS TO AND IS PART OF THE EQUIPMENT LEASE NUMBER AND THE EQUIPMENT LEASE SCHEDULE NUMBER AS STATED ABOVE, BETWEEN THE UNDERSIGNED, AS LESSEE, AND THE ABOVE NAMED LESSOR.

The undersigned Lessee represents and acknowledges that as of the above date.

1. All equipment (the "Equipment") described in the Lease was delivered to the Lessee and all necessary installation performed.
2. The Equipment was inspected by or on behalf of the Lessee and found to be in good order and condition, in conformity with all express warranties and representations of the manufacturer or supplier and with all specifications provided by Lessee.
3. The Lessee hereby authorizes Lessor to pay the manufacturer or supplier of the Equipment the invoice amount for the Equipment, less any agreed credit discount.
4. Lessor has made no representations or warranties regarding performance, operation, quality, suitability or maintenance of the Equipment, including no warranties of MERCHANTABILITY OR FITNESS – FOR A PARTICULAR PURPOSE, either express or implied.
5. The Lessee agrees to look solely to the manufacturer or supplier of the Equipment respecting any claims, servicing or warranties, and expressly confirms that its obligations under the Lease are absolute and unconditional. INITIAL WT LESSEE
6. Lessee further confirms and acknowledges his unconditional obligation to continue prompt rental payments to Lessor regardless of claims of any kind against manufacturer or supplier of the equipment. INITIAL WT LESSEE

On-Site Sourcing, Inc.	BY 
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THIS CERTIFICATE IS TO BE SIGNED IMMEDIATELY AFTER INSPECTION AND MUST BE RECIVED BY LESSOR WITHIN 72 HOURS AFTER DELIVERY AND INSTALLATION OF EQUIPMENT.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] <b>Debbie Parrish 410-285-6600</b>	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Prime Business Leasing, Inc. 8005 Harford Road Baltimore, MD 21234</b>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME <b>On-Site Sourcing, Inc.</b>					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS <b>832 N. Henry Street</b>			CITY <b>Alexandria</b>	STATE <b>VA</b>	POSTAL CODE <b>22314</b>
1d. <u>SEE INSTRUCTIONS</u> <b>54-1648470</b>			ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>Corporation</b>	1f. JURISDICTION OF ORGANIZATION <b>Delaware</b>
			1g. ORGANIZATIONAL ID #, if any <b>2589227 DE</b>		<input type="checkbox"/> NONE

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

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u>			ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

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

3a. ORGANIZATION'S NAME <b>Prime Business Leasing, Inc.</b>					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS <b>8005 Harford Road</b>			CITY <b>Baltimore</b>	STATE <b>MD</b>	POSTAL CODE <b>21234</b>
			COUNTRY <b>USA</b>		

**4. This FINANCING STATEMENT covers the following collateral:**

- 1 Xerox 8830, Meter 202K, Copier w/7356 Scanner

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable.		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA <b>80-1689</b>							

LS0092

Prime Business Leasing, Inc  
Lease Payment Card11/10/09 Page 1  
10:41:14  
WSID  
USER PBLGSKNumber : 00000001689  
Leasee : ON-SITE SOURCING, INC.

Phone:

Address: 2011 CRYSTAL DRIVE, SUITE 200  
Payment : 401.91 Risk Rating03 Contact: 0000000000  
Tax : .00 Lease Type: FN  
Total : 13675.75 Purchase Option:  
Advanced Rental: .00

VA

Term : 037  
Remaining : 001 Months  
Pay Due : 11/04/2005  
Expiration : 10/15/2008  
Diff Actual : 001 Months

No. Date	Pay Date	Check Number	Amount	Applied	Sales Tax	Late Chrg	Other Payments
001 11/04/2005	1/04/2006	5362453497	803.82	803.82	.00	.00	.00
002 12/15/2005	1/09/2006	0000010104	401.91	401.91	.00	.00	.00
003 1/15/2006	1/09/2006	0000010104	401.91	401.91	.00	.00	.00
004 2/15/2006	1/19/2006	0000010366	401.91	401.91	.00	.00	.00
005 3/15/2006	2/27/2006	0000011113	401.91	401.91	.00	.00	.00
006 4/15/2006	3/24/2006	0000011683	401.91	401.91	.00	.00	.00
007 5/15/2006	4/27/2006	0000012304	401.91	401.91	.00	.00	.00
008 6/15/2006	6/16/2006	0000012773	401.91	401.91	.00	.00	.00
009 7/15/2006	7/20/2006	0000013620	401.91	401.91	.00	.00	.00
010 8/15/2006	8/09/2006	0000013890	401.91	401.91	.00	.00	.00
011 9/15/2006	10/02/2006	0000015000	401.91	401.91	.00	.00	.00
012 10/15/2006	10/16/2006	0000015238	401.91	401.91	.00	.00	.00
013 11/15/2006	10/30/2006	0000015764	401.91	401.91	.00	.00	.00
014 12/15/2006	11/24/2006	0000016178	401.91	401.91	.00	.00	.00
015 1/15/2007	12/22/2006	0000016785	401.91	401.91	.00	.00	.00
016 2/15/2007	2/01/2007	0000017317	401.91	401.91	.00	.00	.00
017 3/15/2007	3/12/2007	0000020470	401.91	401.91	.00	.00	.00
018 4/15/2007	3/26/2007	0000020893	401.91	401.91	.00	.00	.00
019 5/15/2007	4/23/2007	0000021413	401.91	401.91	.00	.00	.00
020 6/15/2007	5/17/2007	0000021970	401.91	401.91	.00	.00	.00
021 7/15/2007	7/03/2007	0000022473	401.91	401.91	.00	.00	.00
022 8/15/2007	8/13/2007	0000023006	401.91	401.91	.00	.00	.00
023 9/15/2007	9/19/2007	0000023442	401.91	401.91	.00	.00	.00
024 10/15/2007	10/19/2007	0000023936	401.91	401.91	.00	.00	.00
025 11/15/2007	11/01/2007	0000024076	401.91	401.91	.00	.00	.00
026 12/15/2007	11/27/2007	0000024517	401.91	401.91	.00	.00	.00
027 1/15/2008	1/04/2008	0000024935	401.91	401.91	.00	.00	.00
028 2/15/2008	2/08/2008	0000025340	401.91	401.91	.00	.00	.00
029 3/15/2008	3/21/2008	0000026105	401.91	401.91	.00	.00	.00
030 4/15/2008	4/08/2008	0000026364	401.91	401.91	.00	.00	.00
031 5/15/2008	5/08/2008	0000026680	401.91	401.91	.00	.00	.00
032 6/15/2008	6/26/2008	0000027131	401.91	401.91	.00	.00	.00
033 7/15/2008	7/25/2008	0000027554	401.91	401.91	.00	.00	.00
034 8/15/2008	8/11/2008	0000027827	401.91	401.91	.00	.00	.00
035 9/15/2008	9/22/2008	0000028243	401.91	401.91	.00	.00	.00
036 10/15/2008	0/00/0000	0000000000	.00	.00	.00	.00	.00

DEFICIENCY 1500.75

**LEASE AGREEMENT 80-1807**



**PRIME BUSINESS LEASING, INC.**  
 8005 HARFORD ROAD  
 BALTIMORE, MARYLAND 21234  
 PHONE 410-285-6600  
 FAX 410-882-6857

LEASE NO.

80-1807

LESSEE

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

VENDOR

DANKA

## EQUIPMENT LOCATION:

On-Site Sourcing, Inc. 3343 Peachtree Rd., N.E., Suite 600 Atlanta, GA 30326

## DESCRIPTION: Model No., or other identification

Quantity	Description
1	Canon, ImageRunner 4570, Digital Copier w/ Q3 Finisher w Buffer Pass E1, Multi PDL Printer Kit, DADF and Cassette Feed Unit Y2

Reversionary Value: \$ 1,121.43

## SECURITY DEPOSIT

\$ 0.00

Beginning Date February 15, 2006

## SCHEDULE OF PAYMENTS DURING ORIGINAL TERM OF LEASE

Number of Months: 36 Monthly Payments \$ 346.70\*  
 \*Plus Sales/Use Tax, if applicable

## ADVANCE RENTALS PAYABLE AT THE SIGNING OF LEASE

\$ 693.40

Representing the first month and last 1 month(s) rent

## GUARANTY

To induce Lessor to enter into this lease, the undersigned unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under this lease, including all attorney's fees and other expenses due by reason of Lessee's default and the payment on demand of the entire balance of Lessee's obligations if Lessee defaults in any manner, without first requiring Lessor to proceed against Lessee or the leased Equipment. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. The undersigned consents to the jurisdiction of the Federal or State courts located in the state and county in which is located the chief executive office of the holder of the Lessor's interest in this lease. Each and every Guarantor hereby authorizes any attorney-at-law to appear for them before any court having jurisdiction, and after one or more declarations filed, confess judgment against them, either jointly or severally, for the unpaid balance then due hereunder (whether by normal maturity or by acceleration), plus interest, court costs and attorneys' fees of 25% of the amount declared due, hereby waiving all exemptions. THE UNDERSIGNED REPRESENT THAT THIS GUARANTY IS EXECUTED TO INDUCE LESSOR TO ENTER INTO THIS LEASE AND EACH OF US REPRESENTS THAT HE HAS READ THIS GUARANTY AND THIS LEASE AND AGREES TO BE BOUND BY THEIR TERMS, AND EACH OF US UNDERSTANDS AND AGREES THAT NOTHING SHALL DISCHARGE OR SATISFY HIS LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THIS LEASE.

## SIGNATURE

Personal Guarantor (NO TITLE)

## SIGNATURE

Personal Guarantor (NO TITLE)

## SIGNATURE

Personal Guarantor (NO TITLE)

## DATE

## CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED EQUIPMENT

Lessee hereby acknowledges receipt of the Equipment described in its lease with Lessor (the "Equipment") and accepts the Equipment after full inspection thereof as satisfactory for all purposes of the lease.

## SIGNATURE

## TITLE

DELIVERY DATE February 15, 2006

LESSOR: PRIME BUSINESS LEASING, INC.

SIGNATURE  
LESSORBy Brian Connolly DATE 2/15/06

TITLE

Vice PresidentLESSEE: On-Site Sourcing, Inc.SIGNATURE  
LESSEEWm. TruchanDATE 1-23

TITLE

CFO

THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED ABOVE.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS,  
 WHICH ARE PART OF THIS LEASE.

IMPORTANT: VENDOR AND ITS REPRESENTATIVE ARE NOT AGENTS  
 OF THE LESSOR.

LESSOR DISCLAIMS ALL LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT WHETHER ARISING THROUGH THE NEGLIGENCE OF THE LESSOR OR IMPOSED BY LAW. IMPORTANT: Vendor and its representatives are not agents of Lessor. Neither Vendor nor its representatives can waive, vary or alter any of the Terms and Conditions. Lessor does not warrant merchantability or fitness for any particular use of Equipment and disclaims any other warranty express, implied or statutory. Lease payments will be due despite dissatisfaction with Equipment for any reason. If the Equipment is not properly installed, does not operate as represented or warranted by the Vendor, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the Vendor and shall nevertheless pay Lessor all rent payable under this lease. Lessor agrees to assign to Lessee solely for the purpose of making and prosecuting any such claims any rights it may have against the Vendor for breach of warranty or representations respecting the Equipment. LESSEE HAS BEEN INFORMED THAT LESSEE MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE EQUIPMENT AND HAS BEEN ADVISED BY LESSOR TO CONTACT THE VENDOR OR SUPPLIER FOR A DESCRIPTION OF SUCH RIGHTS. Notwithstanding any fees that may be paid to Vendor or any agent of Vendor, Lessee understands and agrees that neither the Vendor nor any agent of the Vendor is an agent of Lessor and that neither the Vendor nor his agent is authorized to waive or alter any term or condition of this lease.

3. LESSEE AGREES THAT THIS LEASE SHALL IN ALL RESPECTS BE CONSIDERED UNDER THE UNIFORM COMMERCIAL CODE, ARTICLE 2A AS A "FINANCE LEASE" SINCE LESSOR IS NEITHER THE VENDOR OR SUPPLIER OF THE EQUIPMENT NOR PARTICIPATED IN THE SELECTION OF THE EQUIPMENT OR THE VENDOR OR SUPPLIER. LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES UNDER ARTICLE 2A SECTIONS 508 THROUGH 522, INCLUSIVE, OF THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO REPUDIATE OR CANCEL THIS LEASE; THE RIGHT TO REJECT TENDER OF THE EQUIPMENT; AND THE RIGHT TO REVOKE ACCEPTANCE OF THE EQUIPMENT. IN THE EVENT THAT LESSEE SHALL BE ADJUDGED TO BE ENTITLED TO REVOKE ACCEPTANCE OF THE EQUIPMENT, LESSEE SHALL INDEMNIFY LESSOR FOR ALL PAYMENTS MADE BY LESSOR TO THE VENDOR OR THE SUPPLIER OF THE EQUIPMENT, WITH INTEREST AT THE HIGHEST LEGAL RATE.

4. LESSOR TERMINATION BEFORE EQUIPMENT ACCEPTANCE. If within 90 days from the date Lessor orders the Equipment, same has not been delivered, installed and accepted by Lessee (in form satisfactory to Lessor) Lessor may on 10 days written notice to Lessee terminate this lease and its obligation to Lessee. Lessor shall, upon such termination, be released from any and all liability to the Lessee.

5. TITLE Lessor shall at all times retain title to the Equipment. All documents of title and evidences of delivery shall be delivered to Lessor. Lessee shall not change or remove any insignia or lettering which is on the Equipment at the time of delivery thereof, or which is thereafter placed thereon, indicating Lessor's ownership thereof, and at any time during the lease term, upon request of Lessor, Lessee shall affix to the Equipment in a prominent place labels, plates or other markings supplied by Lessor stating that the Equipment is owned by Lessor. Lessee hereby authorizes Lessor to file this lease or a copy thereof or any financing statements with respect to any security interest granted hereunder or any other agreement between the parties in any state or jurisdiction within the United States and Lessee hereby appoints Lessor, its officers, agents and attorneys as Lessee's attorney-in-fact with full authority to sign any such financing statements or other instruments in the name of Lessee as necessary or required to perfect Lessor's security interest. Lessee agrees to pay Lessor \$100.00 to offset Lessor's lease documentation processing costs and agrees to pay or reimburse Lessor for any filing, recording, stamp fees, or taxes arising from the filing or recordation of any such instrument or statement. Lessee shall, at its expense protect and defend Lessor's title at all times keeping the Equipment free from all liens and claims whatsoever except for those created by or arising through Lessor, and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any loss caused thereby. Lessee shall execute and deliver to Lessor, upon Lessor's request, such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder. Unless otherwise agreed in writing Lessee shall have no right to purchase or otherwise acquire title to or ownership of any of the Equipment.

6. CARE AND USE OF EQUIPMENT. Lessee shall maintain the Equipment in good operating condition, repair and appearance and protect the same from deterioration other than normal wear and tear, shall use the Equipment in the ordinary course of business only, within its normal capacity without abuse and in a manner contemplated by the Vendor, shall comply with the laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment, shall not make any modification, alteration, or addition to the Equipment (other than normal operating accessories or controls which shall when added to the Equipment become the property of the Lessor) without the prior written consent of Lessor, which shall not be unreasonably withheld, shall not so affix the Equipment to realty as to change its nature to real property or fixture, and agrees that the Equipment shall remain personal property at all times, regardless of how attached or installed, shall keep the Equipment at the location shown above and shall not remove the Equipment without the consent of Lessor, which shall not be unreasonably withheld. Lessor shall have the right during normal hours, upon reasonable prior notice to the Lessee and subject to applicable laws and regulations to enter upon the premises where the Equipment is located in order to inspect, observe or remove the Equipment or otherwise protect Lessor's interest.

7. NET LEASE: TAXES. Lessee intends the rental payments hereunder to be net to Lessor and Lessee shall pay all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties, and other charges imposed on the ownership, possession or use of the Equipment during the term of this lease; shall pay all taxes (except Federal or State net income taxes imposed on Lessor) with respect to the rental payments hereunder and shall reimburse Lessor upon demand for any taxes paid by or advanced by Lessor. Lessee shall file all returns required thereof and furnish copies to Lessor.

8. INDEMNITY. Lessee shall and does hereby agree to indemnify and save Lessor its agents, officers, directors, employees, servants, successors, and assigns harmless against and from any all liability, damages, or loss including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where, how and by whom operated) control use, condition (including but not limited to latent and other defects whether or not discoverable by Lessee), maintenance, delivery and return of the Equipment. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding termination of this lease.

9. INSURANCE. Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever in amounts determined by Lessor. The amount of such insurance shall be sufficient so that neither the Lessor nor Lessee will be considered a co-insurer. Lessee also shall carry public liability insurance, personal injury and property damage, covering the Equipment. All such insurance shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall include Lessor as named insured. Lessee shall pay the premiums for such insurance and deliver to Lessor satisfactory evidence of the insurance coverage required hereunder. The proceeds of such insurance payable as a result of loss or damage to any item of the Equipment shall be applied to satisfy Lessee's obligations as set forth in Paragraph 10 below. Lessee hereby irrevocably appoints Lessor, as Lessee's attorney-in-fact to make claim to receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

10. RISK OF LOSS. Lessee hereby assumes the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever during the term of this lease and thereafter until redelivery to Lessor. In the event of loss, damage or destruction of any item of Equipment, Lessee at its expense (except in the extent of any proceeds of insurance provided by Lessee which shall have been received by Lessor as a result of such loss, damage or destruction) and at Lessor's option shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, or (b) pay Lessor the sum of all unpaid rentals and other obligations due by Lessee to Lessor, discounted to present value at a discount rate 6% per annum, and the Reversionary Value as set forth on the face of this lease, or (c) replace such item with a like item acceptable to Lessor, in good condition and of equivalent value, which shall become property of Lessor, included within the term "Equipment" as used herein, and leased from Lessor herewith for the balance of the full term of this lease.

11. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATION. In the event Lessee fails to comply with any provision of this lease, Lessor shall have the right, but shall not be obligated to effect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by and all expenses of Lessor in effecting such compliance shall be deemed to be additional rental and shall be paid by Lessee at the time of the next monthly payment of rent.

12. DEFAULT. In the event of default by Lessee, Lessor shall have the right to exercise any one or more of the remedies set forth in Paragraph 13 below. Lessee fails to pay any rental or other payment hereunder when due and such failure continues for ten (10) day (b) Lessee or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors, or (c) a receiver, trustee, conservator or liquidator of Lessee or any Guarantor or of all or a substantial part of its assets is appointed without the application or consent of Lessee or such Guarantor, or (d) a petition is filed by or against Lessee or Guarantor under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing the relief of debtors, or (e) Lessee fails to pay when due any obligation to Lessor arising independently of this lease such failure continues for ten (10) days, or (f) Lessee breaches any other covenant, warranty or agreement hereunder such breach continues for ten (10) days after written notice thereof.

13. REMEDIES. On the occurrence of any event of default Lessor may, without further notice to Lessee and in its discretion, exercise any one or more of the following remedies: (a) declare Lessee's obligations hereunder immediately and payable and recover as liquidated damages and not as a penalty an amount equal to: (i) all rentals and other sums due as of the date of default plus; (ii) the present value of all future rents and other sums payable to Lessor discounted rate of six percent (6%) per annum plus; (iii) reasonable attorney's fees equal to twenty-five percent (25%) of all sums (but not less than \$300.00); plus (iv) the then fair market value of the Equipment which the parties stipulate shall be "Reversionary Value" as set forth on the face of this lease; less (v) any net proceeds of the disposition of the Equipment plus (vi) all expenses as are incurred in repossession, rental, repair, refurbishment, seizure, storage, sale or reletting of Equipment or disposition of other collateral and any charges, costs, expenses, interest or penalties properly assessed against Lessee pursuant to the provisions of this lease or any other agreement(s) between the parties; (b) proceed appropriate court action or actions either at law or in equity, to enforce performance by Lessee of the applicable covenant and terms of this lease or to recover damages for breach thereof; (c) make demand on Lessee to assemble the Equipment and any other collateral as security for this lease, whereupon Lessee shall immediately assemble the Equipment and collateral and make it available at a place designated by Lessor which is within the State wherein the Equipment originally delivered to Lessee; (d) terminate this lease and take possession of the Equipment and any other collateral or without notice to Lessee and without order of the court or other legal process, and without incurring any liability Lessee for any damages incurred by reason of such taking. LESSEE HEREBY WAIVING ANY AND ALL RIGHTS PRIOR NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF THE EQUIPMENT OTHER COLLATERAL BY LESSOR; (e) lease said Equipment for a term and rental which may be less than, equal to greater than the rent and term herein, or use the Equipment or sell or otherwise dispose of the Equipment for cash credit, and upon such terms as Lessor may determine, free of any rights of Lessee. TO SECURE LESSOR'S RIGHT HEREUNDER, LESSEE AND ALL GUARANTORS HEREBY EMPOWER AND AUTHORIZE ANY ATTORNEY APPEAR FOR THEM BEFORE ANY COURT HAVING JURISDICTION, AND AFTER ONE OR MORE DECLARATORY FILED, CONFESS JUDGMENT AGAINST THEM, EITHER JOINTLY OR SEVERALLY, FOR THE FULL AMOUNT OW HEREUNDER (WHETHER BY NORMAL MATURITY OR ACCELERATION), PLUS INTEREST, COURT COSTS & ATTORNEY'S FEES OF 25% (BUT NOT LESS THAN \$300.00) OF THE AMOUNT DECLARED DUE, HEREBY WAIVE ALL EXEMPTIONS. LESSEE AND THE GUARANTORS HEREBY AGREE THAT LESSOR HAS NO DUTY TO MITIGATE DAMAGES HEREUNDER BY FIRST TAKING ACTION TO RECOVER, SELL OR RELEASE THE EQUIPMENT EXERCISE ANY OTHER RIGHT OR REMEDY WHICH MAY BE AVAILABLE TO IT UNDER THE UCC OR ANY OTHER APPLICABLE LAW. The exercise of any of the foregoing remedies by Lessor shall not constitute the termination of lease unless Lessor notifies Lessee in writing. No failure or delay on the part of Lessor to exercise any right or remedy hereunder shall operate as a waiver. No express or implied waiver by Lessor of any default shall constitute a waiver of other default by Lessee or waiver of Lessor's rights. No remedy referred to in this section 13 is intended to be exclusive but each shall be cumulative and concurrent to the extent permitted by law, and shall be in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

14. LATE CHARGES. Upon the failure of the Lessee to pay within ten (10) days any rental or other sum due under lease, Lessee shall also pay a late charge in the amount of 10% of such delinquent rent or other sum due, but not exceed the maximum allowed by law.

15. ASSIGNMENT NOTICE OF INTENDED ASSIGNMENT. LESSOR MAY WITHOUT LESSEE'S CONSENT, ASSIGN OR TRANSFER THIS LEASE OR ANY EQUIPMENT, RENT OR OTHER SUMS DUE OR TO BECOME A PART HEREUNDER, AND IN SUCH EVENT LESSOR'S ASSIGNEE OR TRANSFEREE SHALL HAVE THE RIGHTS, POWERS, PRIVILEGES AND REMEDIES OF LESSOR HEREUNDER. Lessee hereby acknowledges notice of Lessor's intent to assign of Lessor's interest in this lease and upon such assignment Lessee agrees not to assert, as against Lessor, any defense, setoff, recoupment, claim or counterclaim, that it may have against Lessor whether arising out of this lease transaction or otherwise. LESSEE SHALL NOT ASSIGN THIS LEASE OR ANY INTERESTS HEREUNDER AND SHALL NOT ENTER INTO ANY SUBLEASE WITH RESPECT TO THE EQUIPMENT COVERED HEREUNDER WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.

16. RETURN OF PROPERTY. Upon the termination or expiration of this lease, or any extension thereof, the Lessee shall forthwith deliver, freight prepaid, the Equipment to the Lessor at an address designated by Lessor complete and in good order and condition, reasonable wear and tear alone excepted. The Lessee shall also pay to the Lessor such sum as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment. If upon such expiration or termination the Lessee does not immediately return the Equipment to the Lessor, the Equipment shall continue to be leased hereunder and this lease shall thereupon be extended indefinitely as to the term at the same monthly rent subject to the right of either the Lessee or the Lessor to terminate the lease upon thirty (30) days written notice, whereupon the Lessee shall forthwith deliver the Equipment to the Lessor as set forth in this Paragraph.

17. SECURITY DEPOSIT. Lessee agrees to make a security deposit in the amount, if any, set forth on the face of this lease, prior to the date of delivery of the Equipment, which security deposit Lessor may commingle freely with other monies in its possession. Lessor, at its election, may apply the security deposit, or any portion thereof, to reimburse Lessor for sums paid by Lessor which under the terms of this lease are the obligation of Lessee, including the repair or refurbishment of the Equipment upon the expiration of the term of this lease, if Lessee fails to return the Equipment in condition required by this lease. Lessee shall not be entitled to any credit for its security deposit until such time as the Equipment has been returned to Lessor, whether Lessee's obligation to return the Equipment arose on the expiration of the term of this lease upon the occurrence of any event of default hereunder. Upon the termination of the term of this lease and any renewal hereof, provided Lessee has fulfilled all its obligations to Lessor, the security deposit, less any deductions authorized herein, shall be returned to Lessee without interest.

18. MISCELLANEOUS. This lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except by a writing signed by an executive officer of the Lessor. This lease shall be binding when accepted in writing by the Lessor and shall be governed by the laws of the state of the chief executive office of the holder of the Lessor's interest in this lease. Lessee agrees that all actions or proceedings instituted by Lessor or Lessee hereunder, shall at Lessor's option, be brought in a court of competent jurisdiction in the state and county in which is located the chief executive office of the holder of the Lessor's interest in this lease. Lessee waives, insofar as permitted by law, trial by jury in any action between the parties. Lessor and Lessee intend this to be a valid and subsisting legal document, and agree that no provision of this lease which may be deemed unenforceable shall in any way invalidate any other provision or provisions of this lease, all of which shall remain in full force and effect. Any notice, intended to be served hereunder, shall be deemed sufficiently sent if sent by regular mail, postage prepaid, addressed to the party at addresses contained hereon. This lease shall be binding upon the parties, their successors, legal representatives and assigns.


## CERTIFICATE OF ACCEPTANCE (LEASE)

LESSOR <b>PRIME BUSINESS LEASING, INC.</b> 8005 HARFORD ROAD BALTIMORE, MD 21234-5701	EQUIPMENT LEASE NUMBER 80-1807 DATED February 15, 2006 EQUIPMENT LEASE SCHEDULE NUMBER
DATE February 15, 2006	DATED

THIS CERTIFICATE REFERS TO AND IS PART OF THE EQUIPMENT LEASE NUMBER AND THE EQUIPMENT LEASE SCHEDULE NUMBER AS STATED ABOVE, BETWEEN THE UNDERSIGNED, AS LESSEE, AND THE ABOVE NAMED LESSOR.

The undersigned Lessee represents and acknowledges that as of the above date.

1. All equipment (the "Equipment") described in the Lease was delivered to the Lessee and all necessary installation performed.
2. The Equipment was inspected by or on behalf of the Lessee and found to be in good order and condition, in conformity with all express warranties and representations of the manufacturer or supplier and with all specifications provided by Lessee.
3. The Lessee hereby authorizes Lessor to pay the manufacturer or supplier of the Equipment the invoice amount for the Equipment, less any agreed credit discount.
4. Lessor has made no representations or warranties regarding performance, operation, quality, suitability or maintenance of the Equipment, including no warranties of MERCHANTABILITY OR FITNESS – FOR A PARTICULAR PURPOSE, either express or implied.
5. The Lessee agrees to look solely to the manufacturer or supplier of the Equipment respecting any claims, servicing or warranties, and expressly confirms that its obligations under the Lease are absolute and unconditional. INITIAL WT LESSEE
6. Lessee further confirms and acknowledges his unconditional obligation to continue prompt rental payments to Lessor regardless of claims of any kind against manufacturer or supplier of the equipment. INITIAL WT LESSEE

On-Site Sourcing, Inc.	BY 
------------------------	---

THIS CERTIFICATE IS TO BE SIGNED IMMEDIATELY AFTER INSPECTION AND MUST BE RECIVED BY LESSOR WITHIN 72 HOURS AFTER DELIVERY AND INSTALLATION OF EQUIPMENT.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

<b>A. NAME &amp; PHONE OF CONTACT AT FILER [optional]</b>	
<b>Debbie Parrish</b>	<b>410-285-6600</b>
<b>B. SEND ACKNOWLEDGMENT TO: (Name and Address)</b>	
<b>Prime Business Leasing, Inc.</b> <b>8005 Harford Road</b> <b>Baltimore, MD 21234</b>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

<b>1a. ORGANIZATION'S NAME</b>				
<b>On-Site Sourcing, Inc.</b>				
<b>OR</b>				
<b>1b. INDIVIDUAL'S LAST NAME</b>		<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>1c. MAILING ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>
<b>832 N. Henry Street</b>		<b>Alexandria</b>	<b>VA</b>	<b>22314</b>
				<b>COUNTRY</b>
				<b>USA</b>
<b>1d. SEE INSTRUCTIONS</b>	<b>ADD'L INFO RE ORGANIZATION DEBTOR</b>	<b>1e. TYPE OF ORGANIZATION</b>	<b>1f. JURISDICTION OF ORGANIZATION</b>	<b>1g. ORGANIZATIONAL ID #, if any</b>
<b>54-1648470</b>		<b>Corporation</b>	<b>Delaware</b>	<b>2589227 DE</b> <input type="checkbox"/> NONE

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

<b>2a. ORGANIZATION'S NAME</b>				
<b>OR</b>				
<b>2b. INDIVIDUAL'S LAST NAME</b>		<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>2c. MAILING ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>
				<b>COUNTRY</b>
<b>2d. SEE INSTRUCTIONS</b>	<b>ADD'L INFO RE ORGANIZATION DEBTOR</b>	<b>2e. TYPE OF ORGANIZATION</b>	<b>2f. JURISDICTION OF ORGANIZATION</b>	<b>2g. ORGANIZATIONAL ID #, if any</b>
				<input type="checkbox"/> NONE

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

<b>3a. ORGANIZATION'S NAME</b>				
<b>Prime Business Leasing, Inc.</b>				
<b>OR</b>				
<b>3b. INDIVIDUAL'S LAST NAME</b>		<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>3c. MAILING ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>
<b>8005 Harford Road</b>		<b>Baltimore</b>	<b>MD</b>	<b>21234</b>
				<b>COUNTRY</b>
				<b>USA</b>

**4. This FINANCING STATEMENT covers the following collateral:**

**1 Canon, Image Runner 4570, Digital Copier w/Q3 Finisher w/Buffer Pass E1, Multi PDL Printer Kit, DADF and Cassette Feed Unit Y2**

<b>5. ALTERNATIVE DESIGNATION (if applicable):</b>		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
<b>6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum</b>		<b>7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE) (optional)</b>		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
<b>8. OPTIONAL FILER REFERENCE DATA</b>							
<b>80-1807</b>							

LS00092

Prime Business Leasing, Inc  
Lease Payment Card

WSID 11/10/09 Page 1

USER PBLGSK 10:41:39

Number : 00000001807  
Leasee : ON-SITE SOURCING, INC

Phone:

VA

Address: 2011 CRYSTAL DRIVE, SUITE 200  
Payment : 346.70 Risk Rating03 Contact: 0000000000  
Tax : .00 Lease Type: FNTotal : 11843.49 Purchase Option: .00  
Advanced Rental: .00

Remaining : 002 Months

Pay Due : 002 Months

No. Date : 037

Diff Actual : 002 Months

No.	Date	Pay Due	Diff Actual	Check Number	Amount	Applied	Sales Tax	Late Chrg	Other Payments
001	2/15/2006			0000010612	693.40	693.40	.00	.00	.00
002	3/15/2006			0000011485	346.70	346.70	.00	.00	.00
003	4/15/2006			0000011683	346.70	346.70	.00	.00	.00
004	5/15/2006			0000012304	346.70	346.70	.00	.00	.00
005	6/15/2006			0000012773	346.70	346.70	.00	.00	.00
006	7/15/2006			0000013620	346.70	346.70	.00	.00	.00
007	8/15/2006			0000013890	346.70	346.70	.00	.00	.00
008	9/15/2006			0000015000	346.70	346.70	.00	.00	.00
009	10/15/2006			0000015238	346.70	346.70	.00	.00	.00
010	11/15/2006			0000015764	346.70	346.70	.00	.00	.00
011	12/15/2006			0000016178	346.70	346.70	.00	.00	.00
012	1/15/2007			0000016785	346.70	346.70	.00	.00	.00
013	2/15/2007			0000017317	346.70	346.70	.00	.00	.00
014	3/15/2007			0000020470	346.70	346.70	.00	.00	.00
015	4/15/2007			0000020893	346.70	346.70	.00	.00	.00
016	5/15/2007			0000021413	346.70	346.70	.00	.00	.00
017	6/15/2007			0000021970	346.70	346.70	.00	.00	.00
018	7/15/2007			0000022473	346.70	346.70	.00	.00	.00
019	8/15/2007			0000023006	346.70	346.70	.00	.00	.00
020	9/15/2007			0000023442	346.70	346.70	.00	.00	.00
021	10/15/2007			0000023936	346.70	346.70	.00	.00	.00
022	11/15/2007			0000024076	346.70	346.70	.00	.00	.00
023	12/15/2007			0000024517	346.70	346.70	.00	.00	.00
024	1/15/2008			0000024935	346.70	346.70	.00	.00	.00
025	2/15/2008			0000025340	346.70	346.70	.00	.00	.00
026	3/15/2008			0000026105	346.70	346.70	.00	.00	.00
027	4/15/2008			0000026364	346.70	346.70	.00	.00	.00
028	5/15/2008			0000026679	346.70	346.70	.00	.00	.00
029	6/15/2008			0000027131	346.70	346.70	.00	.00	.00
030	7/15/2008			0000027554	346.70	346.70	.00	.00	.00
031	8/15/2008			0000027827	346.70	346.70	.00	.00	.00
032	9/15/2008			0000028243	346.70	346.70	.00	.00	.00
033	10/15/2008			0000028672	346.70	346.70	.00	.00	.00
034	11/15/2008			0000028987	346.70	346.70	.00	.00	.00
035	12/15/2008			0000000000	.00	.00	.00	.00	.00
036	1/15/2009			0000000000	.00	.00	.00	.00	.00

DEFICIENCY 1,615.15

**LEASE AGREEMENT 80-1864**

PRIME BUSINESS LEASING, INC.  
8005 HARFORD ROAD  
BALTIMORE, MARYLAND 21234  
PHONE 410-285-6600  
FAX 410-882-6857

LEASE NO.

80-1864

LESSEE

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

VENDOR

Canon Business Solutions - East, Inc.  
300 Commerce Square Blvd.  
Burlington, NJ 22314

## EQUIPMENT LOCATION:

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

## DESCRIPTION: Model No., or other identification

Quantity	Description
3	Canon ImagePASS M3 Controller

Reversionary Value: \$ 1,432.50

## SECURITY DEPOSIT

\$ 0.00

Beginning Date April 15, 2006

## SCHEDULE OF PAYMENTS DURING ORIGINAL TERM OF LEASE

Number of Months: 36 Monthly Payments \$ 438.35\*  
\*Plus Sales/Use Tax, if applicable

## ADVANCE RENTALS PAYABLE AT THE SIGNING OF LEASE

\$ 876.70

Representing the first month and last 1 month(s) rent

## GUARANTY

To induce Lessor to enter into this lease, the undersigned unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under this lease, including all attorney's fees and other expenses due by reason of Lessee's default and the payment on demand of the entire balance of Lessee's obligations if Lessee defaults in any manner, without first requiring Lessor to proceed against Lessee or the leased Equipment. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. The undersigned consents to the jurisdiction of the Federal or State courts located in the state and county in which is located the chief executive office of the holder of the Lessor's interest in this lease. Each and every Guarantor hereby authorizes any attorney-at-law to appear for them before any court having jurisdiction, and after one or more declarations filed, confess judgment against them, either jointly or severally, for the unpaid balance then due hereunder (whether by normal maturity or by acceleration), plus interest, court costs and attorneys' fees of 25% of the amount declared due, hereby waiving all exemptions. THE UNDERSIGNED REPRESENT THAT THIS GUARANTY IS EXECUTED TO INDUCE LESSOR TO ENTER INTO THIS LEASE AND EACH OF US REPRESENTS THAT HE HAS READ THIS GUARANTY AND THIS LEASE AND AGREES TO BE BOUND BY THEIR TERMS, AND EACH OF US UNDERSTANDS AND AGREES THAT NOTHING SHALL DISCHARGE OR SATISFY HIS LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THIS LEASE.

## SIGNATURE

Personal Guarantor

(NO TITLE)

## SIGNATURE

Personal Guarantor

(NO TITLE)

## SIGNATURE

Personal Guarantor

(NO TITLE)

## DATE

## TERMS AND CONDITIONS

1. LEASE, TERM, RENTAL: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the equipment described above (hereinafter, with all replacements, substitutions, additions, attachments and accessories, referred to as the "Equipment"), on terms and conditions set forth above and below and continued on the reverse side hereof, for the term indicated above, commencing on the date (the "Commencement Date") that the Equipment is accepted by the Lessee and continuing thereafter until terminated as provided for herein. Unless otherwise provided herein, the monthly payments shall be payable on the corresponding day of each month thereafter, in the amount stated above, until the total rent and all other obligations of Lessee shall have been paid in full. All payments of rent shall be made to the Lessor at its address or at such other place as Lessor may designate in writing. Lessee hereby authorizes Lessor to insert in this lease the serial numbers and other identification data of the Equipment when determined by Lessor.

2. PURCHASE AND ACCEPTANCE: NO WARRANTIES. Lessee requests Lessor to purchase the Equipment from the Vendor and arrange for delivery to Lessee at Lessee's expense. Lessor shall have no responsibility for delay or failure of Vendor to fill the order for the Equipment. THE LESSEE REPRESENTS THAT LESSEE HAS SELECTED THE EQUIPMENT LEASED HEREUNDER PRIOR TO HAVING REQUESTED THE LESSOR TO PURCHASE THE SAME FOR LEASING TO THE LESSEE. LESSOR HAS NOT SELECTED OR PARTICIPATED IN THE SELECTION OF THE EQUIPMENT OR THE VENDOR OR SUPPLIER OF THE EQUIPMENT, OR SUPPLIED THE EQUIPMENT, AND LESSEE AGREES THAT THE LESSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF SUCH EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, AND/OR ITS QUALITY, AND AS BETWEEN LESSEE, LESSOR AND LESSOR'S ASSIGNEE, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIRS, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE VENDOR SHALL BE BINDING ON THE LESSOR NOR SHALL THE BREACH OF SUCH RELIEVE LESSEE OF OR IN ANY WAY AFFECT ANY OF LESSEE'S OBLIGATIONS TO THE LESSOR AS SET FORTH HEREIN.

LESSOR: PRIME BUSINESS LEASING, INC.

SIGNATURE LESSOR

By Brian Connolly DATE 4/15/2006

TITLE

Vice PresidentLESSEE: On-Site Sourcing, Inc.

SIGNATURE LESSEE

DATE 4/15/2006

TITLE

CFO

THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED ABOVE

## CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED EQUIPMENT

Lessee hereby acknowledges receipt of the Equipment described in its lease with Lessor (the "Equipment") and accepts the Equipment after full inspection thereof as satisfactory for all purposes of the lease.

## SIGNATURE

TITLE

CFODELIVERY DATE April 15, 2006

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS,  
WHICH ARE PART OF THIS LEASE.

IMPORTANT: VENDOR AND ITS REPRESENTATIVE ARE NOT AGENTS  
OF THE LESSOR.

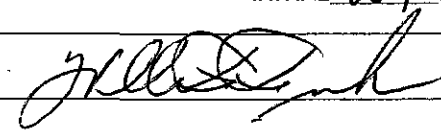
## CERTIFICATE OF ACCEPTANCE (LEASE)

LESSOR <b>PRIME BUSINESS LEASING, INC.</b> 8005 HARFORD ROAD BALTIMORE, MD 21234-5701	EQUIPMENT LEASE NUMBER 80-1864 DATED April 15, 2006 EQUIPMENT LEASE SCHEDULE NUMBER
DATE April 15, 2006	DATED

THIS CERTIFICATE REFERS TO AND IS PART OF THE EQUIPMENT LEASE NUMBER AND THE EQUIPMENT LEASE SCHEDULE NUMBER AS STATED ABOVE, BETWEEN THE UNDERSIGNED, AS LESSEE, AND THE ABOVE NAMED LESSOR.

The undersigned Lessee represents and acknowledges that as of the above date.

1. All equipment (the "Equipment") described in the Lease was delivered to the Lessee and all necessary installation performed.
2. The Equipment was inspected by or on behalf of the Lessee and found to be in good order and condition, in conformity with all express warranties and representations of the manufacturer or supplier and with all specifications provided by Lessee.
3. The Lessee hereby authorizes Lessor to pay the manufacturer or supplier of the Equipment the invoice amount for the Equipment, less any agreed credit discount.
4. Lessor has made no representations or warranties regarding performance, operation, quality, suitability or maintenance of the Equipment, including no warranties of MERCHANTABILITY OR FITNESS – FOR A PARTICULAR PURPOSE, either express or implied.
5. The Lessee agrees to look solely to the manufacturer or supplier of the Equipment respecting any claims, servicing or warranties, and expressly confirms that its obligations under the Lease are absolute and unconditional. INITIAL WT LESSEE
6. Lessee further confirms and acknowledges his unconditional obligation to continue prompt rental payments to Lessor regardless of claims of any kind against manufacturer or supplier of the equipment. INITIAL WT LESSEE

On-Site Sourcing, Inc.	BY 
------------------------	---

THIS CERTIFICATE IS TO BE SIGNED IMMEDIATELY AFTER INSPECTION AND MUST BE RECIVED BY LESSOR WITHIN 72 HOURS AFTER DELIVERY AND INSTALLATION OF EQUIPMENT.



## PURCHASE AGREEMENT

RE: Lease # 80-1864

Upon the expiration of the original lease term, provided all rentals have been paid and Lessee is not in default under the terms of the lease, Lessor has agreed to sell to Lessee, at Lessee's option, all, but not less than all, of the Equipment described in the lease agreement dated April 15, 2006 between Lessor and Lessee for the sum of \$1,432.50, its then fair market value, plus any applicable taxes.

Lessee hereby exercises his option to purchase the Equipment and agrees to pay Lessor the purchase price on the expiration date of the Lease.

The purchase price set forth above shall constitute the Reversionary Value of the Equipment and shall be applicable for all purposes contemplated by the Lease as if set forth on the face thereof.

Lessor:  
Prime Business Leasing, Inc.

By: 

Lessee:  
On-Site Sourcing, Inc.

By: 

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER [optional]

**Debbie Parrish 410-285-6600**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Prime Business Leasing, Inc.**  
**8005 Harford Road**  
**Baltimore, MD 21234**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME

OR **On-Site Sourcing, Inc.**

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

**832 N. Henry Street**

CITY

**Alexandria**

STATE

**VA**

POSTAL CODE

**2314**

COUNTRY

**USA**1d. SEE INSTRUCTIONSADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

**Corporation**

1f. JURISDICTION OF ORGANIZATION

**Delaware**

1g. ORGANIZATIONAL ID #, if any

**2589227 DE**☐ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONSADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

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

3a. ORGANIZATION'S NAME

OR **Prime Business Leasing, Inc.**

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

**8005 Harford Road**

CITY

**Baltimore**

STATE

**MD**

POSTAL CODE

**21234**

COUNTRY

**USA**

4. This FINANCING STATEMENT covers the following collateral:

**3-Canon Image PASS M3 Controller**5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. ☐ (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] ☐ (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

**80-1864**

LS00092

Prime Business Leasing, Inc  
Lease Payment Card

0/09 Page 1

WSID

10:41:16

USER PBLGSK

Number : 00000001864  
 Lease : ON-SITE SOURCING, INC.  
 Equipment :  
 Start/Date : 4/11/2006  
 Expiration : 3/15/2009  
 Term : 037  
 Remaining : 005 Months  
 Pay Due :  
 No. Date

Phone:

Address: 2011 CRYSTAL DRIVE, SUITE 200  
 Payment : 438.35 Risk Rating03 Contact: 0000000000  
 Tax : .00 Lease Type: FN  
 Total : 14985.41 Purchase Option: .00  
 Advanced Rental: .00

VA

No.	Date	Diff	Actual	Pay/Date	Check	Amount	Applied	Sales	Late	Other
					Number			Tax	Chrg	Payments
001	4/11/2006			4/12/2006	0000010970	876.70	876.70	.00	.00	.00
002	5/15/2006			6/16/2006	0000012779	438.85	438.85	.00	.00	.00
003	6/15/2006			7/20/2006	0000013620	438.85	438.85	.00	.00	.00
004	7/15/2006			8/09/2006	0000013890	438.85	438.85	.00	.00	.00
005	8/15/2006			10/02/2006	0000015000	438.85	438.85	.00	.00	.00
006	9/15/2006			10/16/2006	0000015238	438.85	438.85	.00	.00	.00
007	10/15/2006			10/30/2006	0000015764	438.85	438.85	.00	.00	.00
008	11/15/2006			11/24/2006	0000016178	438.85	438.85	.00	.00	.00
009	12/15/2006			12/22/2006	0000016785	438.85	438.85	.00	.00	.00
010	1/15/2007			2/01/2007	0000017317	438.85	438.85	.00	.00	.00
011	2/15/2007			3/12/2007	0000020470	438.85	438.85	.00	.00	.00
012	3/15/2007			3/26/2007	0000020893	438.85	438.85	.00	.00	.00
013	4/15/2007			4/23/2007	0000021413	438.85	438.85	.00	.00	.00
014	5/15/2007			5/17/2007	0000021970	438.85	438.85	.00	.00	.00
015	6/15/2007			7/03/2007	0000022473	438.85	438.85	.00	.00	.00
016	7/15/2007			8/13/2007	0000023006	438.85	438.85	.00	.00	.00
017	8/15/2007			9/19/2007	0000023442	438.85	438.85	.00	.00	.00
018	9/15/2007			10/19/2007	0000023936	438.85	438.85	.00	.00	.00
019	10/15/2007			11/01/2007	0000024076	438.85	438.85	.00	.00	.00
020	11/15/2007			11/27/2007	0000024517	438.85	438.85	.00	.00	.00
021	12/15/2007			1/04/2008	0000024935	438.85	438.85	.00	.00	.00
022	1/15/2008			2/08/2008	0000025340	438.85	438.85	.00	.00	.00
023	2/15/2008			3/21/2008	0000026105	438.85	438.85	.00	.00	.00
024	3/15/2008			4/08/2008	0000026364	438.85	438.85	.00	.00	.00
025	4/15/2008			5/08/2008	0000026679	438.85	438.85	.00	.00	.00
026	5/15/2008			6/26/2008	0000027131	438.85	438.85	.00	.00	.00
027	6/15/2008			7/25/2008	0000027554	438.35	438.35	.00	.00	.00
028	7/15/2008			8/11/2008	0000027827	438.85	438.85	.00	.00	.00
029	8/15/2008			9/22/2008	0000028243	438.85	438.85	.00	.00	.00
030	9/15/2008			10/14/2008	0000028672	438.85	438.85	.00	.00	.00
031	10/15/2008			12/15/2008	0000028987	438.85	438.85	.00	.00	.00
032	11/15/2008			0/00/0000	0000000000	.00	.00	.00	.00	.00
033	12/15/2008			0/00/0000	0000000000	.00	.00	.00	.00	.00
034	1/15/2009			0/00/0000	0000000000	.00	.00	.00	.00	.00
035	2/15/2009			0/00/0000	0000000000	.00	.00	.00	.00	.00
036	3/15/2009			0/00/0000	0000000000	.00	.00	.00	.00	.00

DEFICIENCY 4,810.43

**LEASE AGREEMENT 80-1942**

**PRIME BUSINESS LEASING, INC.**  
 8005 HARFORD ROAD  
 BALTIMORE, MARYLAND 21234  
 PHONE 410-285-6600  
 FAX 410-882-6857

LEASE NO.

80-1942

**LESSEE**

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

**VENDOR**

Equitrac Corporation  
1000 South Pine Island Road, Suite 900  
Plantation, FL 33324

**EQUIPMENT LOCATION:**

c/o Morris Manning &amp; Martin 3343 Peachtree Road, N.E. Atlanta, GA 30326

**DESCRIPTION: Model No., or other identification**

Quantity	Description
1	Equitrac Professional Enterprise Edition Base
1	Equitrac Professional EE: 25 Device Pack
1	Equitrac Professional EE: Pro Services Pack, Incl. Customs, Remotes and T&B Interface
19	PageCounter Professional Terminal
19	PageCounter Professional Wall Mount
19	Equitrac Copier Cable - 12'
1	Installation

Reversionary Value: \$ 5,590.85

**SECURITY DEPOSIT**

\$ 0.00

**SCHEDULE OF PAYMENTS DURING ORIGINAL TERM OF LEASE**

Number of Months: 36 Monthly Payments \$ 1,695.00\*  
 \*Plus Sales/Use Tax, if applicable

**GUARANTY**

To induce Lessor to enter into this lease, the undersigned unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under this lease, including all attorney's fees and other expenses due by reason of Lessee's default and the payment on demand of the entire balance of Lessee's obligations if Lessee defaults in any manner, without first requiring Lessor to proceed against Lessee or the leased Equipment. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. The undersigned consents to the jurisdiction of the Federal or State courts located in the state and county in which is located the chief executive office of the holder of the Lessor's interest in this lease. Each and every Guarantor hereby authorizes any attorney-at-law to appear for them before any court having jurisdiction, and after one or more declarations filed, confess judgment against them, either jointly or severally, for the unpaid balance then due hereunder (whether by normal maturity or by acceleration), plus interest, court costs and attorneys' fees of 25% of the amount declared due, hereby waiving all exemptions. THE UNDERSIGNED REPRESENT THAT THIS GUARANTY IS EXECUTED TO INDUCE LESSOR TO ENTER INTO THIS LEASE AND EACH OF US REPRESENTS THAT HE HAS READ THIS GUARANTY AND THIS LEASE AND AGREES TO BE BOUND BY THEIR TERMS, AND EACH OF US UNDERSTANDS AND AGREES THAT NOTHING SHALL DISCHARGE OR SATISFY HIS LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THIS LEASE.

SIGNATURE

Personal Guarantor (NO TITLE)

SIGNATURE

Personal Guarantor (NO TITLE)

SIGNATURE

Personal Guarantor (NO TITLE)

DATE

**CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED EQUIPMENT**

Lessee hereby acknowledges receipt of the Equipment described in its lease with Lessor (the "Equipment") and accepts the Equipment after full inspection thereof as satisfactory for all purposes of the lease.

SIGNATURE

TITLE

DELIVERY DATE

X [Signature]  
CFO  
6-15-06 8/1/2006

Beginning Date August 1, 2006**ADVANCE RENTALS PAYABLE AT THE SIGNING OF LEASE**

\$ 0.00

Representing the first month and last 0 month(s) rent**TERMS AND CONDITIONS**

1. LEASE, TERM, RENTAL: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the equipment described above (hereinafter, with all replacements, substitutions, additions, attachments and accessories, referred to as the "Equipment"), on terms and conditions set forth above and below and continued on the reverse side hereof, to term indicated above, commencing on the date (the "Commencement Date") that the Equipment is accepted by Lessee and continuing thereafter until terminated as provided for herein. Unless otherwise provided herein, the no payments shall be payable on the corresponding day of each month thereafter, in the amount stated above, until the rent and all other obligations of Lessee shall have been paid in full. All payments of rent shall be made to the Lessor at its address or at such other place as Lessor may designate in writing. Lessee hereby authorizes Lessor to insert in lease the serial numbers and other identification data of the Equipment when determined by Lessor.

2. PURCHASE AND ACCEPTANCE: NO WARRANTIES. Lessee requests Lessor to purchase the Equipment from Vendor and arrange for delivery to Lessee at Lessee's expense. Lessor shall have no responsibility for delay or failure of Vendor to fill the order for the Equipment. THE LESSEE REPRESENTS THAT LESSEE HAS SELECTED EQUIPMENT LEASED HEREUNDER PRIOR TO HAVING REQUESTED THE LESSOR TO PURCHASE THE SAME. FOR LEASING TO THE LESSEE, LESSOR HAS NOT SELECTED OR PARTICIPATED IN THE SELECTION OF EQUIPMENT OR THE VENDOR OR SUPPLIER OF THE EQUIPMENT, OR SUPPLIED THE EQUIPMENT. LESSEE AGREES THAT THE LESSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF SUCH EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, AND/OR ITS QUALITY, AND AS BETWEEN LESSEE, LESSOR AND LESSOR'S ASSIGNEE, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR, LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER OR THE USE MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIRS, SERVICE ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAM. WHATSOEVER AND HOWSOEVER CAUSED, NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE VENDOR SHALL BE BINDING ON THE LESSOR NOR SHALL THE BREACH SUCH RELIEVE LESSEE OF OR IN ANY WAY AFFECT ANY OF LESSEE'S OBLIGATIONS TO THE LESSOR AS FORTH HEREIN.

LESSOR: PRIME BUSINESS LEASING, INC.

SIGNATURE  
LESSORBy [Signature] DATE 8/1/2006

TITLE

Vice PresidentLESSEE: On-Site Sourcing, Inc.SIGNATURE  
LESSEE

TITLE

X [Signature] DATE 6-15-06  
CFO

THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED ABOVE.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS,  
 WHICH ARE PART OF THIS LEASE.

IMPORTANT: VENDOR AND ITS REPRESENTATIVE ARE NOT AGENTS  
 OF THE LESSOR.

LESSOR DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT WHENEVER RAISING THE NEGLIGENCE OF THE LESSOR OR IMPOSED BY LAW. IMPORTANT: Vendor and its representatives are not agents of Lessor. Neither Vendor nor its representatives can waive, vary or alter any of the Terms and Conditions. Lessor does not warrant merchantability or fitness for any particular use of Equipment and disclaims any other warranty express, implied or statutory. Lease payments will be due despite dissatisfaction with Equipment for any reason. If the Equipment is not properly installed, does not operate as represented or warranted by the Vendor, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the Vendor and shall nevertheless pay Lessor all rent payable under this lease. Lessor agrees to assign to Lessee solely for the purpose of making and prosecuting any such claims any rights it may have against the Vendor for breach of warranty or representations respecting the Equipment. LESSEE HAS BEEN INFORMED THAT LESSEE MAY HAVE RIGHTS UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE EQUIPMENT AND HAS BEEN ADVISED BY LESSOR TO CONTACT THE VENDOR OR SUPPLIER FOR A DESCRIPTION OF SUCH RIGHTS. Notwithstanding any fees that may be paid to Vendor or any agent of Vendor, Lessee understands and agrees that neither the Vendor nor any agent of the Vendor is an agent of Lessor and that neither the Vendor nor its agent is authorized to waive or alter any term or condition of this lease.

3. LESSEE AGREES THAT THIS LEASE SHALL IN ALL RESPECTS BE CONSIDERED UNDER THE UNIFORM COMMERCIAL CODE, ARTICLE 2A AS A "FINANCE LEASE" SINCE LESSOR IS NEITHER THE VENDOR OR SUPPLIER OF THE EQUIPMENT NOR PARTICIPATED IN THE SELECTION OF THE EQUIPMENT OR THE VENDOR OR SUPPLIER. LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES UNDER ARTICLE 2A SECTIONS 508 THROUGH 522, INCLUSIVE, OF THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO REPUDIATE OR CANCEL THIS LEASE; THE RIGHT TO REJECT TENDER OF THE EQUIPMENT; AND THE RIGHT TO REVOKE ACCEPTANCE OF THE EQUIPMENT. IN THE EVENT THAT LESSEE SHALL BE ADJUDGED TO BE ENTITLED TO REVOKE ACCEPTANCE OF THE EQUIPMENT, LESSEE SHALL INDEMNIFY LESSOR FOR ALL PAYMENTS MADE BY LESSOR TO THE VENDOR OR THE SUPPLIER OF THE EQUIPMENT, WITH INTEREST AT THE HIGHEST LEGAL RATE.

4. LESSOR TERMINATION BEFORE EQUIPMENT ACCEPTANCE. If within 90 days from the date Lessor orders the Equipment, same has not been delivered, installed and accepted by Lessee (in form satisfactory to Lessor) Lessor may on 10 days written notice to Lessee terminate this lease and its obligation to Lessee. Lessor shall, upon such termination, be released from any and all liability to the Lessee.

5. TITLE Lessor shall at all times retain security interest title to the Equipment. All documents of title and evidences of delivery shall be delivered to Lessor. Lessee shall not change or remove any insignia or lettering which is on the Equipment at the time of delivery thereof, or which is thereafter placed thereon, indicating Lessor's security interest thereof, and at any time during the lease term, upon request of Lessor, Lessee shall affix to the Equipment in a prominent place labels, plates or other markings supplied by Lessor stating that the Equipment is secured by Lessor. Lessee hereby authorizes Lessor to file this lease or a copy thereof or any financing statements with respect to any security interest granted hereunder or any other agreement between the parties in any state or jurisdiction within the United States and Lessee hereby appoints Lessor, its officers, agents and attorneys as Lessee's attorney-in-fact with full authority to sign any such financing statements or other instruments in the name of Lessee as necessary or required to perfect Lessor's security interest. Lessee agrees to pay Lessor \$100.00 to offset Lessor's lease documentation processing costs and agrees to pay or reimburse Lessor for any filing, recording, stamp fees, or taxes arising from the filing or recordation of any such instrument or statement. Lessee shall, at its expense protect and defend Lessor's interest at all times keeping the Equipment free from all liens and claims whatsoever except for those created by or arising through Lessor, and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any loss caused thereby. Lessee shall execute and deliver to Lessor, upon Lessor's request, such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder. Lessee has agreed in writing to purchase or otherwise acquire title to or ownership of the Equipment.

6. CARE AND USE OF EQUIPMENT. Lessee shall maintain the Equipment in good operating condition, repair and appearance and protect the same from deterioration other than normal wear and tear, shall use the Equipment in the ordinary course of business only, within its normal capacity without abuse and in a manner contemplated by the Vendor, shall comply with the laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment, shall not make any modification, alteration, or addition to the Equipment (other than normal operating accessories or controls which shall when added to the Equipment become the property of the Lessor) without the prior written consent of Lessor, which shall not be unreasonably withheld, shall not so affix the Equipment to realty as to change its nature to real property or fixture, and agrees that the Equipment shall remain personal property at all times, regardless of how attached or installed, shall keep the Equipment at the location shown above and shall not remove the Equipment without the consent of Lessor, which shall not be unreasonably withheld. Lessor shall have the right during normal hours, upon reasonable prior notice to the Lessee and subject to applicable laws and regulations to enter upon the premises where the Equipment is located in order to inspect, observe or remove the Equipment or otherwise protect Lessor's interest.

7. NET LEASE: TAXES. Lessee intends the rental payments hereunder to be net to Lessor and Lessee shall pay all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties, and other charges imposed on the ownership, possession or use of the Equipment during the term of this lease; shall pay all taxes (except Federal or State net income taxes imposed on Lessor) with respect to the rental payments hereunder and shall reimburse Lessor upon demand for any taxes paid by or advanced by Lessor. Lessee shall file all returns required thereof and furnish copies to Lessor.

8. INDEMNITY. Lessee shall and does hereby agree to indemnify and save Lessor its agents, officers, directors, employees, servants, successors, and assigns harmless against and from any all liability, damages, or loss including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where, how and by whom operated) control use, condition (including but not limited to latent and other defects whether or not discoverable by Lessee), maintenance, delivery and return of the Equipment. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding termination of this lease.

9. INSURANCE. Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever in amounts determined by Lessor. The amount of such insurance shall be sufficient so that neither the Lessor nor Lessee will be considered a co-insurer. Lessee also shall carry public liability insurance, personal injury and property damage, covering the Equipment. All such insurance shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall include Lessor as named insured. Lessee shall pay the premiums for such insurance and deliver to Lessor satisfactory evidence of the insurance coverage required hereunder. The proceeds of such insurance payable as a result of loss or damage to any item of the Equipment shall be applied to satisfy Lessee's obligations as set forth in Paragraph 10 below. Lessee hereby irrevocably appoints Lessor, as Lessee's attorney-in-fact to make claim to receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

10. RISK OF LOSS. Lessee hereby assumes the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever during the term of this lease and thereafter until redelivery to Lessor. In the event of loss, damage or destruction of any item of Equipment, Lessee at its expense (except in the extent of any proceeds of insurance provided by Lessee which shall have been received by Lessor as a result of such loss, damage or destruction) and at Lessor's option shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, or (b) pay Lessor the sum of all unpaid rentals and other obligations due by Lessee to Lessor, discounted to present value at a discount rate 6% per annum, and the Reversionary Value as set forth on the face of this lease, or (c) replace such item with a like item acceptable to Lessor, in good condition and of equivalent value, which shall become property of Lessor, included within the term "Equipment" as used herein, and leased from Lessor herewith for the balance of the full term of this lease.

11. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATION. In the event Lessee fails to comply with any provision of this lease, Lessor shall have the right, but shall not be obligated to effect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by and all expenses of Lessor in effecting such compliance shall be deemed to be additional rental and shall be paid by Lessee at the time of the next monthly payment of rent.

12. DEFAULT. If any one of the following events (each an "event of default") shall occur, then to the extent permitted by law, Lessor shall have the right to exercise any one or more of the remedies set forth in Paragraph 13. Lessee fails to pay any rental; (b) Lessee or any Guarantor is insolvent or makes an assignment for the benefit of creditors; or (c) a trustee, conservator or liquidator of Lessee or any Guarantor or of all or a substantial part of its assets is appointed without the application or consent of Lessee or such Guarantor; or (d) a petition is filed by or against Lessee or any Guarantor under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws for the relief of debtors; or (e) Lessee fails to pay when due any obligation to Lessor arising independently of this such failure continues for ten (10) days; or (f) Lessee breaches any other covenant, warranty or agreement here such breach continues for ten (10) days after written notice thereof.

13. REMEDIES. On the occurrence of any event of default Lessor may, without further notice to Lessee and discretion, exercise any one or more of the following remedies: (a) declare Lessee's obligations hereunder immediate and payable and recover as liquidated damages and not as a penalty an amount equal to: (i) all rentals and or due as of the date of default plus; (ii) the present value of all future rents and other sums payable to Lessor at a discount rate of six percent (6%) per annum plus; (iii) reasonable attorney's fees equal to twenty-five percent (25%) of all (but not less than \$300.00); plus (iv) the then fair market value of the Equipment which the parties stipulate shall be "Reversionary Value" as set forth on the face of this lease; less (v) any net proceeds of the disposition of the Equipment plus (vi) all expenses as are incurred in repossession, rental, repair, refurbishment, seizure, storage, sale or relet of Equipment or disposition of other collateral and any charges, costs, expenses, interest or penalties properly against Lessee pursuant to the provisions of this lease or any other agreement(s) between the parties; (b) bring appropriate court action or actions either at law or in equity, to enforce performance by Lessee of the applicable terms of this lease or to recover damages for breach thereof; (c) make demand on Lessee to assemble the Equipment and any other collateral as security for this lease, whereupon Lessee shall immediately assemble the Equipment collateral and make it available at a place designated by Lessor which is within the State wherein the Equipment originally delivered to Lessee; (d) terminate this lease and take possession of the Equipment and any other collateral without notice to Lessee and without order of the court or other legal process, and without incurring any expense for any damages incurred by reason of such taking. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS PRIOR NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF THE EQUIPMENT AND ANY OTHER COLLATERAL BY LESSOR; (e) lease said Equipment for a term and rental which may be less than, greater than the rent and term herein, or use the Equipment or sell or otherwise dispose of the Equipment for credit, and upon such terms as Lessor may determine, free of any rights of Lessee. TO SECURE LESSOR'S HEREUNDER, LESSEE AND ALL GUARANTORS HEREBY EMPOWER AND AUTHORIZE ANY ATTORNEY TO APPEAR FOR THEM BEFORE ANY COURT HAVING JURISDICTION, AND AFTER ONE OR MORE DECLARATIONS FILED, CONFESS JUDGMENT AGAINST THEM, EITHER JOINTLY OR SEVERALLY, FOR THE FULL AMOUNT HEREUNDER (WHETHER BY NORMAL MATURITY OR ACCELERATION), PLUS INTEREST, COURT COSTS, ATTORNEY'S FEES OF 25% (BUT NOT LESS THAN \$300.00) OF THE AMOUNT DECURED DUE, HEREBY WAIVING ALL EXEMPTIONS. LESSEE AND THE GUARANTORS HEREBY AGREE THAT LESSOR HAS NO DUTY TO MAKE DAMAGES HEREUNDER BY FIRST TAKING ACTION TO RECOVER, SELL OR RE-LEASE THE EQUIPMENT EXERCISE ANY OTHER RIGHT OR REMEDY WHICH MAY BE AVAILABLE TO IT UNDER THE UCC OR ANY APPLICABLE LAW. The exercise of any of the foregoing remedies by Lessor shall not constitute the termination of this lease unless Lessor notifies Lessee in writing. No failure or delay on the part of Lessor to exercise any right hereunder shall operate as a waiver. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or waiver of Lessor's rights. No remedy referred to in this section 13 is intended to be exclusive but each shall be cumulative and concurrent to the extent permitted by law, and shall be in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

14. LATE CHARGES. Upon the failure of the Lessee to pay within ten (10) days any rental or other sum due under this lease, Lessee shall also pay a late charge in the amount of 10% of such delinquent rent or other sum due, but not to exceed the maximum allowed by law.

15. ASSIGNMENT NOTICE OF INTENDED ASSIGNMENT. LESSOR MAY WITHOUT LESSEE'S CONSENT, OR TRANSFER THIS LEASE OR ANY EQUIPMENT, RENT OR OTHER SUMS DUE OR TO BECOME DUE HEREUNDER, AND IN SUCH EVENT LESSOR'S ASSIGNEE OR TRANSFEREE SHALL HAVE THE RIGHTS, PRIVILEGES AND REMEDIES OF LESSOR HEREUNDER. Lessee hereby acknowledges notice of Lessor's assignment of Lessor's interest in this lease and upon such assignment Lessee agrees not to assert, as against assignee, any defense, setoff, recoupment, claim or counterclaim, that it may have against Lessor whether arising out of this lease transaction or otherwise. LESSEE SHALL NOT ASSIGN THIS LEASE OR ANY INTERESTS HEREIN AND SHALL NOT ENTER INTO ANY SUBLEASE WITH RESPECT TO THE EQUIPMENT COVERED HEREUNDER WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.

16. RETURN OF PROPERTY. Upon the termination or expiration of this lease, or any extension thereof, the Lessee shall, upon delivery, freight prepaid, the Equipment to the Lessor at an address designated by Lessor complete in order and condition, reasonable wear and tear alone excepted. The Lessee shall also pay to the Lessor such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment. If upon such expiration the Lessee does not immediately return the Equipment to the Lessor, the Equipment shall continue to be leased hereunder and this lease shall thereupon be extended indefinitely as to the term at the same month subject to the right of either the Lessee or the Lessor to terminate the lease upon thirty (30) days written notice, whereupon the Lessee shall forthwith deliver the Equipment to the Lessor as set forth in this Paragraph.

17. SECURITY DEPOSIT. Lessee agrees to make a security deposit in the amount, if any, set forth on the face of this lease, prior to the date of delivery of the Equipment, which security deposit Lessor may commingle freely with other funds in its possession. Lessor, at its election, may apply the security deposit, or any portion thereof, to reimburse Lessee for sums paid by Lessor which under the terms of this lease are the obligation of Lessee, including the repair or return of the Equipment upon the expiration of the term of this lease. If Lessee fails to return the Equipment in condition by this lease, Lessee shall not be entitled to any credit for its security deposit until such time as the Equipment is returned to Lessor, whether Lessee's obligation to return the Equipment arose on the expiration of the term of this lease or upon the occurrence of any event of default hereunder. Upon the termination of the term of this lease and any other event, provided Lessee has fulfilled all its obligations to Lessor, the security deposit, less any deductions therefrom, shall be returned to Lessee without interest.

18. MISCELLANEOUS. This lease contains the entire agreement between the parties and may not be altered, modified, terminated or otherwise changed except by a writing signed by an executive officer of the Lessor. This lease shall be binding when accepted in writing by the Lessor and shall be governed by the laws of the state of the executive office of the holder of the Lessor's interest in this lease. Lessee agrees that all action or proceedings in law or equity brought by or against Lessor or Lessee hereunder, shall at Lessor's option, be brought in a court of competent jurisdiction in the state in which is located the chief executive office of the holder of the Lessor's interest in this lease. Lessee waives, and agrees that no provision of this lease which may be deemed unenforceable shall in any way affect the validity of any other provision or provisions of this lease, all of which shall remain in full force and effect. Any notice, demand or other communication shall be deemed sufficiently sent if sent by regular mail, postage prepaid, addressed to the parties at the addresses contained hereon. This lease shall be binding upon the parties, their successors, legal representatives and assigns.

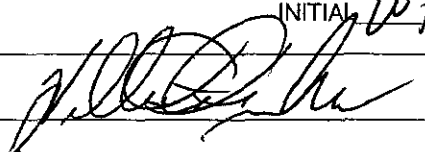
## CERTIFICATE OF ACCEPTANCE (LEASE)

LESSOR <b>PRIME BUSINESS LEASING, INC.</b> 8005 HARFORD ROAD BALTIMORE, MD 21234-5701	EQUIPMENT LEASE NUMBER 80-1942 DATED August 1, 2006 EQUIPMENT LEASE SCHEDULE NUMBER
DATE August 1, 2006	DATED

THIS CERTIFICATE REFERS TO AND IS PART OF THE EQUIPMENT LEASE NUMBER AND THE EQUIPMENT LEASE SCHEDULE NUMBER AS STATED ABOVE, BETWEEN THE UNDERSIGNED, AS LESSEE, AND THE ABOVE NAMED LESSOR.

The undersigned Lessee represents and acknowledges that as of the above date.

1. All equipment (the "Equipment") described in the Lease was delivered to the Lessee and all necessary installation performed.
2. The Equipment was inspected by or on behalf of the Lessee and found to be in good order and condition, in conformity with all express warranties and representations of the manufacturer or supplier and with all specifications provided by Lessee.
3. The Lessee hereby authorizes Lessor to pay the manufacturer or supplier of the Equipment the invoice amount for the Equipment, less any agreed credit discount.
4. Lessor has made no representations or warranties regarding performance, operation, quality, suitability or maintenance of the Equipment, including no warranties of MERCHANTABILITY OR FITNESS – FOR A PARTICULAR PURPOSE, either express or implied.
5. The Lessee agrees to look solely to the manufacturer or supplier of the Equipment respecting any claims, servicing or warranties, and expressly confirms that its obligations under the Lease are absolute and unconditional. INITIAL WF LESSEE
6. Lessee further confirms and acknowledges his unconditional obligation to continue prompt rental payments to Lessor regardless of claims of any kind against manufacturer or supplier of the equipment. INITIAL WF LESSEE

On-Site Sourcing, Inc.	BY 
------------------------	---

THIS CERTIFICATE IS TO BE SIGNED IMMEDIATELY AFTER INSPECTION AND MUST BE RECIVED BY LESSOR WITHIN 72 HOURS AFTER DELIVERY AND INSTALLATION OF EQUIPMENT.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER [optional]

**Debbie Parrish 410-285-6600**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Prime Business Leasing, Inc.**  
**8005 Harford Road**  
**Baltimore, MD 21234**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME

OR **On-Site Sourcing, Inc.**

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

**832 N. Henry Street****Alexandria****VA****22314****USA**1d. SEE INSTRUCTIONSADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

**54-1648470****Corporation****Delaware****2589227 DE**☐ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONSADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

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

3a. ORGANIZATION'S NAME

OR **Prime Business Leasing, Inc.**

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

**8005 Harford Road****Baltimore****MD****21234****USA**

4. This FINANCING STATEMENT covers the following collateral:

**Quantity Description****1 Equitrac Professional Enterprise Edition Base****1 Equitrac Professional EE: 25 Device Pack****1 Equitrac Professional EE: Pro Services Pack, Incl. Customs, Remotes and T&B Interface****19 PageCounter Professional Terminal****19 PageCounter Professional Wall Mount****19 Equitrac Copier Cable - 12'****1 Installation**

5. ALTERNATIVE DESIGNATION [if applicable]:

☐ LESSEE/LESSOR☐ CONSIGNEE/CONSIGNOR☐ BAILEE/BAILOR☐ SELLER/BUYER☐ AG. LIEN☐ NON-UCC FILING6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]

☐ All Debtors☐ Debtor 1☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

**80-1942**



LS0092

Prime Business Leasing, Inc  
Lease Payment Card

11/10/09 Page 1

WSID

10:43:10

USER PBLGSK

Number : 00000001942  
Leasee : ON-SITE SOURCING, INC.

Phone:

Address: 2011 CRYSTAL DRIVE, SUITE 200 ARLINGTON VA

Payment : 1695.00 Risk Rating03 Contact: 0000000000

Tax : .00 Lease Type: FN

Total : 58698.65 Purchase Option: .00

Advanced Rental: .00

Remaining : 010 Months

Pay Due

No. Date

No.	Date	Pay Due	Diff Actual	Check Number	Amount	Applied	Sales Tax	Late Chrg	Other Payments
001	7/28/2006					5590.85	.00	.00	.00
002	9/01/2006	8/03/2006		0000013821	1695.00	1695.00	.00	.00	.00
003	10/01/2006	10/16/2006		0000015120	1695.00	1695.00	.00	.00	.00
004	11/01/2006	2/02/2007		0000014715	1695.00	1695.00	.00	.00	.00
005	12/01/2006	2/02/2007		0000014715	1695.00	1695.00	.00	.00	.00
006	1/01/2007	2/02/2007		0000014715	1695.00	1695.00	.00	.00	.00
007	2/01/2007	2/02/2007		0000014715	1695.00	1695.00	.00	.00	.00
008	3/01/2007	3/12/2007		0000020470	1695.00	1695.00	.00	.00	.00
009	4/01/2007	3/26/2007		0000020892	1695.00	1695.00	.00	.00	.00
010	5/01/2007	4/12/2007		0000021280	1695.00	1695.00	.00	.00	.00
011	6/01/2007	5/14/2007		0000021896	1695.00	1695.00	.00	.00	.00
012	7/01/2007	6/11/2007		0000022211	1695.00	1695.00	.00	.00	.00
013	8/01/2007	8/13/2007		0000022905	1695.00	1695.00	.00	.00	.00
014	9/01/2007	9/19/2007		0000023228	1695.00	1695.00	.00	.00	.00
015	10/01/2007	10/04/2007		0000023641	1695.00	1695.00	.00	.00	.00
016	11/01/2007	10/26/2007		0000024029	1695.00	1695.00	.00	.00	.00
017	12/01/2007	11/27/2007		0000024235	1695.00	1695.00	.00	.00	.00
018	1/01/2008	12/19/2007		0000024707	1695.00	1695.00	.00	.00	.00
019	2/01/2008	1/16/2008		0000025114	1695.00	1695.00	.00	.00	.00
020	3/01/2008	3/12/2008		0000025727	1695.00	1695.00	.00	.00	.00
021	4/01/2008	4/04/2008		0000026229	1695.00	1695.00	.00	.00	.00
022	5/01/2008	4/14/2008		0000026537	1695.00	1695.00	.00	.00	.00
023	6/01/2008	5/08/2008		0000026850	1695.00	1695.00	.00	.00	.00
024	7/01/2008	7/25/2008		0000027325	1695.00	1695.00	.00	.00	.00
025	8/01/2008	8/11/2008		0000027715	1695.00	1695.00	.00	.00	.00
026	9/01/2008	9/02/2008		0000028133	1695.00	1695.00	.00	.00	.00
027	10/01/2008	10/14/2008		0000028408	1695.00	1695.00	.00	.00	.00
028	11/01/2008	11/24/2008		0000029091	1695.00	1695.00	.00	.00	.00
029	12/01/2008	0/00/0000		0000000000	.00	.00	.00	.00	.00
030	1/01/2009	0/00/0000		0000000000	.00	.00	.00	.00	.00
031	2/01/2009	0/00/0000		0000000000	.00	.00	.00	.00	.00
032	3/01/2009	0/00/0000		0000000000	.00	.00	.00	.00	.00
033	4/01/2009	0/00/0000		0000000000	.00	.00	.00	.00	.00
034	5/01/2009	0/00/0000		0000000000	.00	.00	.00	.00	.00
035	6/01/2009	0/00/0000		0000000000	.00	.00	.00	.00	.00
036	7/01/2009	0/00/0000		0000000000	.00	.00	.00	.00	.00
037	8/01/2009	0/00/0000		0000000000	.00	.00	.00	.00	.00

DEFICIENCY 21,696.00

# Eastern District of Virginia Claims Register

[09-10816-RGM On-Site Sourcing, Inc.](#) **Converted** 09/28/2009

**Judge:** Robert G. Mayer

**Chapter:** 7

**Office:** Alexandria

**Last Date to file claims:**

**Trustee:** Kevin R. McCarthy

**Last Date to file (Govt):**

<i>Creditor:</i> (8808735) Amy K. Kline 35 Franklin Blvd Reisterstown, MD 21136	<b>Claim No: 67</b> <i>Original Filed</i> Date: 11/17/2009 <i>Original Entered</i> Date: 11/17/2009	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Chandler, Kimberly <i>Modified:</i>
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Unsecured claimed: \$29682.53

**Total      claimed: \$29682.53**

*History:*

[Details](#)   [67-1](#) 11/17/2009 Claim #67 filed by Amy K. Kline, total amount claimed: \$29682.53 (Chandler, Kimberly )

*Description:*

*Remarks:* (67-1) kjc

## Claims Register Summary

**Case Name:** On-Site Sourcing, Inc.

**Case Number:** 09-10816-RGM

**Chapter:** 7

**Date Filed:** 02/04/2009

**Total Number Of Claims:** 1

	Total Amount Claimed	Total Amount Allowed
<b>Unsecured</b>	\$29682.53	
<b>Secured</b>		
<b>Priority</b>		
<b>Unknown</b>		
<b>Administrative</b>		
<b>Total</b>	<b>\$29682.53</b>	<b>\$0.00</b>