

DATA SALES CO., INC.  
3450 West Burnsville Parkway  
Burnsville, Minnesota 55337

Plaintiff

v.

VOLUMEDRIVE, INC.  
1143 Northern Boulevard  
Clarks Summit, Pennsylvania 18411

Defendant

IN THE COURT OF COMMON PLEAS  
OF LUZERNE COUNTY

CIVIL ACTION AT LAW AND  
IN REPLEVIN

NO. 11138 of 2013

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Amended Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Amended Complaint or for any other claim or relief requested by the Plaintiff. You may lose money, or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Legal Services of Northeastern Pennsylvania, Inc.

410 Bicentennial Building  
Wilkes-Barre, Pennsylvania 18701  
Telephone (570) 825-8567

21 North Church Street  
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LUZERNE COUNTY  
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DATA SALES CO. INC.

DATA SALES CO., INC.

Plaintiff

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**COMPLAINT**

The Plaintiff, DATA SALES CO., INC., by and through its undersigned counsel, Rosenn, Jenkins & Greenwald, LLP, complains of the Defendant as follows:

1. The Plaintiff, DATA SALES CO., INC., (hereinafter "DATA SALES"), is a Minnesota company with its principal place of business at 3450 West Burnsville Parkway, Burnsville, Minnesota.

2. The Defendant, VOLUMEDRIVE, INC. (hereinafter "VOLUMEDRIVE"), is a Pennsylvania corporation with its principal place of business located at 1143 Northern Boulevard, Clarks Summit, Pennsylvania.

3. On or about February 11, 2011, VOLUMEDRIVE entered into a Master Equipment Lease ("Lease") with DATA SALES, wherein DATA SALES agreed to lease equipment ("Leased Equipment") as set forth in each of four (4) Equipment Schedules attached to the Lease. True and correct copies of the Master Equipment Lease and the Equipment Schedules are attached hereto as Exhibits "A" and "B," respectively.

4. The lease obligations ("Lease Obligations") as set forth in the four (4) Equipment Schedules provides as follows:

- a. Schedule 1 Revised 1 – Payment of \$3,436.32, plus any and all applicable taxes, for a period of 24 months beginning on April 1, 2011;
- b. Schedule 2 - Payment of \$2,270.85, plus any and all applicable taxes, for a period of 24 months, beginning on June 1, 2011;
- c. Schedule 3 – Payment of \$482.16, plus any and all applicable taxes, for a period of 24 months, beginning on September 1, 2011; and
- d. Schedule 4 – Payment of \$5,589.00, plus any and all applicable taxes, for a period of 24 months, beginning on December 1, 2011.

5. In addition to the Lease, DATA SALES and VOLUMEDRIVE entered into a Security Agreement ("Security Agreement") by which VOLUMEDRIVE pledged all assets as additional collateral to support performance its Lease Obligations. The Security Agreement was perfected by the filing of the UCC Financing Statement. A copy of the Security Agreement and UCC Financing Statement are attached hereto as Exhibit "C."

6. Paragraph 3 of the Lease states:

...Lessee or Lessor may terminate the Lease at the expiration of the Initial Term by giving the other at least two (2) months prior written notice of termination. If neither party gives such notice, then the term shall automatically be extended on the same rental terms for successive periods of one (1) month until terminated either by Lessor or Lessee...

7. To date, VOLUMEDRIVE has not given the required two (2) month notice of termination; thus, the lease has been extended on a month-to-month basis.

8. On or around February 1, 2012, VOLUMEDRIVE stopped remitting the leasing payments to DATA SALES that were due, but continued to possess the Leased Equipment.

9. On or about March 12, 2012, DATA SALES sent VOLUMEDRIVE a Formal Notice of Default via U.S. Certified Mail. A copy of the Formal Notice of Default is attached hereto as Exhibit "D."

10. Since receiving the March 2012 Formal Notice of Default, VOLUMEDRIVE has only made periodic payments, none of which were made on time or paid in full.

11. VOLUMEDRIVE's partial payments were applied to the oldest due invoices.

12. The Lease has not been current since February 2012.

13. To date, VOLUMEDRIVE has open invoices dating back to January 2013. A copy of the Unpaid Invoices is attached hereto as Exhibit "E."

14. As of the filing of the underlying lawsuit, VOLUMEDRIVE owes One-Hundred Sixteen Thousand One-Hundred Eighteen Dollars and Forty-Eight Cents (\$116,118.48) to DATA SALES for the Leased Equipment. See Exhibit E. See also Exhibit A, § 16.

15. Despite repeated demands by DATA SALES of the unpaid lease amounts, VOLUMEDRIVE has failed to satisfy its respective Lease Obligations.

16. Additionally, pursuant to the Equipment Schedules and the Lease, VOLUMEDRIVE was not to remove the Leased Equipment from a property located at 422 Prescott Avenue, Scranton, Pennsylvania.

17. The property located at 422 Prescott Avenue, Scranton, Pennsylvania (hereinafter the "BurstNet Building"), is owned by BurstNet Technologies, Inc. (hereinafter "BurstNet"), which is a company that provides co-location services to webhosting companies such as VOLUMEDRIVE.

18. Upon learning that VOLUMEDRIVE was illegally removing the Leased Equipment from the BurstNet Building, BurstNet changed the locks on the building to prevent further removal.

19. With the assistance of BurstNet, DATA SALES has determined that VOLUMEDRIVE has misappropriated or taken 182 pieces of equipment, with a fair market value of Forty-Four Thousand, Six-Hundred and Seventy-Eight Dollars and Eighty Cents (\$44,678.80). A copy of the Inventory of Missing Equipment is attached hereto as Exhibit "F."

20. Upon information and belief, the aforesaid misappropriated equipment is being held by VOLUMEDRIVE at the address of 9 Market Street, Wilkes-Barre, Luzerne County, Pennsylvania.

**COUNT I**  
**BREACH OF CONTRACT**

21. DATA SALES incorporates herein by reference paragraphs 1 through 20 as though fully set forth at length.

22. DATA SALES has fully and satisfactorily discharged all of its contractual duties under the Lease by delivering the Leased Equipment to VOLUMEDRIVE.

23. Despite DATA SALES' repeated demands, VOLUMEDRIVE has breached its Lease Obligations to DATA SALES by failing to tender the amounts due and owing to DATA SALES under the Lease, but has refused to return the aforementioned Leased Equipment to DATA SALES.

24. VOLUMEDRIVE is contractually obligated to tender the amounts due and owing under the Lease to DATA SALES and to return the Leased Equipment.

WHEREFORE, the Plaintiff, DATA SALES CO., INC., demands judgment in its favor and against the Defendant, VOLUMEDRIVE, INC., in the sum of \$116,118.48, plus interest, costs of suit, the return of the Leased Equipment, attorneys' fees, and any other relief this Court deems appropriate and just.

**COUNT II**  
**UNJUST ENRICHMENT**

25. DATA SALES incorporates herein by reference paragraphs 1 through 24 as though fully set forth at length.

26. VOLUMEDRIVE received a benefit by using the Leased Equipment pursuant to the Lease with DATA SALES.

27. VOLUMEDRIVE has been unjustly enriched by its receipt and use of the Leased Equipment to the detriment of DATA SALES, to which no corresponding benefit was given by VOLUMEDRIVE for DATA SALES' performance.

WHEREFORE, the Plaintiff, DATA SALES CO., INC., demands judgment in its favor and against the Defendant, VOLUMEDRIVE, INC., in the sum of \$116,118.48, plus interest, costs of suit, the return of the Leased Equipment, attorney's fees, and any other relief this Court deems appropriate and just.

**COUNT III**  
**REPLEVIN**

28. DATA SALES incorporates herein by reference paragraphs 1 through 27 as though fully set forth at length.

29. VOLUMEDRIVE has misappropriated, or wrongfully possessed, and continues to wrongfully possess, the Leased Equipment, which is the property of DATA SALES, without DATA SALES' permission or privilege.

30. DATA SALES purchased and leases the Lease Equipment at great time and expense to DATA SALES.

31. The Leased Equipment is of substantial value to DATA SALES and is entitled to protection, and its value will continue to depreciate as it is used and as it ages.

32. Furthermore, DATA SALES has reason to believe that VOLUMEDRIVE is likely to move, hide, sell or destroy the Leased Equipment if given the opportunity.

33. DATA SALES is entitled to the immediate return of the Leased Equipment, as it is described herein above and which is set forth in Exhibit F.

34. The retention and use of the Leased Equipment by VOLUMEDRIVE as set forth herein, has caused DATA SALES to suffer as irreparable harm and is not fully compensable by monetary damages.

WHEREFORE, the Plaintiff, DATA SALES CO., INC., demands judgment against the Defendant, VOLUMEDRIVE, INC., for possession of the Leased Equipment, attorneys' fees, costs and damages for the unjust retention, all costs of suit and such further relief as the Court deems appropriate and just.

**COUNT IV**  
**REPLEVIN**

35. DATA SALES incorporates herein by reference paragraphs 1 through 34 as though fully set forth at length.

36. Under the Security Agreement, an "Event of Default" occurs:

- A. if [VOLUMEDRIVE] fails to pay to [DATA SALES] any amount due under any of the Lease [sic] within five (5) days of the date the same becomes due and in good funds after receipt of written notice from Lessor of such failure; or
- B. if [VOLUMEDRIVE] shall default in the performance of any agreement, term, provision, condition, or covenant (other than nonpayment) required to be performed or observed under the Lease . . .

See Exhibit C, Article 5, ¶¶ A-B.



37. VOLUMEDRIVE has defaulted on the Security Agreement for reasons including, but not limited to, VOLUMEDRIVE's continued failure to pay DATA SALES under the terms of the Lease and Equipment Schedules, as well as VOLUMEDRIVE's removal of Leased Equipment from the BurstNet Building.

38. Following an "Event of Default," DATA SALES has the express "right to take possession of any collateral." See Exhibit C, Article 6, ¶ A.

39. The Security Agreement defines "Collateral," in part, as VOLUMEDRIVE's: "Inventory," see Exhibit C, Article 1, ¶ B, "Equipment," see Exhibit C, Article 1, ¶ C, and "Personal Property," see Exhibit C, Article 1, ¶ D.

40. Specifically, the Inventory, Equipment and/or Personal Property is believed to include, but is not limited, those units more specifically identified in the Volumedrive Inventory Spreadsheet (hereinafter the "Collateral"), which is attached hereto as Exhibit "G."

41. Upon information and belief, the foregoing Collateral is located at 9 Market Street, Wilkes-Barre, Luzerne County, Pennsylvania.

42. The Collateral is subject to the Security Agreement.

43. The value of the Collateral is equal to One-Hundred Seven Thousand Six-Hundred Thirty-Five Dollars and Zero Cents (\$107,635.00).

44. DATA SALES has reason to believe that VOLUMEDRIVE is likely to move, hide, sell or destroy the Collateral if given the opportunity.

45. Per the express terms of the Security Agreement, which was mutually agreed upon by both parties, DATA SALES is entitled to immediate possession of the aforementioned Collateral.

WHEREFORE, the Plaintiff, DATA SALES CO., INC., demands judgment against the Defendant, VOLUMEDRIVE, INC., for possession of the Collateral, attorneys' fees, costs and damages for the unjust retention, all costs of suit and such further relief as the Court deems appropriate and just.

Respectfully submitted,

ROSENN, JENKINS & GREENWALD, LLP

By: 

RICHARD A. RUSSO, ESQUIRE

Atty. I.D. No. 32331

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Atty. I.D. No. 312059

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(570) 706-3429 – facsimile

Attorneys for Plaintiff,  
DATA SALES CO., INC.

**EXHIBIT "A"**



**INNOVATIVE TECHNOLOGY LEASING**

3450 West Burnsville Parkway | Burnsville, MN 55337  
Main: 952.890.8838 | Fax: 952.890.8917  
www.datasales.com

## Master Equipment Lease

<b>Volumedrive Inc</b>	<b>53-10191</b>
_____ Name of Lessee	_____ Master Equipment Lease No
<b>1143 Northern Boulevard</b>	<b>2/11/11</b>
_____ Street Address	_____ Date
<b>Clarks Summit, PA 18411</b>	
_____ City, State and Zip Code	
Form of Organization: <input type="checkbox"/> sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> limited liability company <input type="checkbox"/> partnership <input type="checkbox"/> other _____	
<b>Pennsylvania</b>	<b>3830949</b>
_____ Lessee State of Organization	_____ State of Organization No

### 1. LEASE:

Data Sales Co., Inc. ("Lessor"), by its acceptance hereof at its home office, agrees to lease to Lessee and Lessee agrees to lease from Lessor, in accordance with the terms and conditions hereinafter set forth, the items of equipment and other property (the "Equipment") described in each equipment schedule ("Equipment Schedule") in the form of Exhibit "A" attached hereto, executed from time to time pursuant to this Master Equipment Lease ("Master Equipment Lease"). Each Equipment Schedule shall incorporate the terms of this Master Equipment Lease and shall constitute a separate and enforceable lease of the Equipment described in such Equipment Schedule. Any reference to the "Lease" shall mean each such Equipment Schedule (including all amendments, addenda or riders thereto) to the extent it incorporates this Master Equipment Lease. In the event of any conflict between the terms of an Equipment Schedule and the terms of this Master Equipment Lease, the terms of the Equipment Schedule shall prevail.

### 2. DEFINITIONS:

A. The "Installation Date" means the date determined in accordance with the Equipment Schedule.

B. The "Commencement Date" means the first day of the month following the Installation Date, unless the Installation Date occurs on the first day of a month, in which case the Commencement Date shall be the Installation Date.

### 3. TERM OF LEASE:

The term of the Lease as to Equipment designated on the Equipment Schedule shall begin on the Installation Date in accordance with the Equipment Schedule, and shall continue for an initial period ending that number of months from the Commencement Date as is specified on the Equipment Schedule (the "Initial Term"). **THE LEASE IS NON-CANCELABLE FOR THE INITIAL TERM** and Lessee has no right of prepayment unless such right is specifically granted to Lessee in the Equipment Schedule. Lessee shall execute and deliver to Lessor a Certificate of Delivery and Acceptance

("Acceptance") on the date the Equipment has been installed and accepted by Lessee, and Lessor shall have no obligation to advance funds for the Equipment's purchase unless and until Lessor receives such Acceptance.

Except as otherwise provided in the Equipment Schedule or any amendment thereto, Lessee or Lessor may terminate the Lease at the expiration of the Initial Term by giving the other at least two (2) months prior written notice of termination. If neither party gives such notice, then the term shall automatically be extended on the same rental terms for successive periods of one (1) month until terminated by either Lessee or Lessor giving the other at least two (2) months written notice of termination.

### 4. RENTAL PAYMENTS:

The monthly rental payments for each item of Equipment (the "Monthly Rental Payments") shall be set forth in the applicable Equipment Schedule, shall begin to accrue on the Installation Date of the Equipment and shall be due and payable by Lessee in advance on the first day of each month. If the Installation Date does not fall on the first day of the month, the rental for that period of time from the Installation Date until the first day of the succeeding month shall be a pro rata portion of the Monthly Rental Payment, calculated on a 30-day basis, due and payable on the Installation Date. Lessee shall pay a late charge on all Monthly Rental Payments unpaid after the due date thereof equal to one and one-half percent (1-1/2%), or the highest rate permissible by law, whichever is less.

### 5. NET AND NON-CANCELABLE LEASE:

This is a net Lease and Lessee's obligation to pay the rent and other amounts due hereunder is unconditional and not subject to abatement, reduction or set off, defense, counterclaim or interruption of any kind. The Lease is a non-cancelable lease and will not terminate in the event of any damage to or destruction of the equipment. The lease may be terminated only as expressly provided herein. To the extent permitted by law, Lessee waives the right to (i) cancel the Lease; (ii) repudiate the Lease; (iii) revoke acceptance of the equipment; (iv) recover damages from Lessor for any breaches of warranty or for any other reasons; (v) grant a security interest in the equipment to a

third party; (vi) deduct from rents all or any part of claimed damages resulting from Lessor's default, if any

#### 6. PAYMENT OF TAXES:

Lessee shall also pay all taxes, however designated, which are levied or based on the Lease, the Equipment or its purchase, use, lease, operation, control or value, including, without limitation, personal property taxes, state and local privilege or excise taxes based on gross revenue, and any penalties or interest in connection therewith, or taxes or amounts in lieu thereof paid or payable by Lessor or Lessee in respect of the foregoing, but excluding taxes based on Lessor's net income. Charges for taxes, penalties and interest, if any, shall be promptly paid by Lessee. In the event Lessee defaults in the payment of any such tax, Lessor may pay such tax and shall be promptly reimbursed by Lessee, with interest (plus attorneys' fees and costs if any) as additional rent

#### 7. ARTICLE 2A LEASE; DISCLAIMER OF WARRANTIES:

This Lease is a true lease, which is a "finance lease", as that term is defined under Uniform Commercial Code ("UCC") Article 2A-103. Lessor has not selected, manufactured or supplied the Equipment Lessee has selected the Equipment from the manufacturer, supplier or distributor of the Equipment (the "Vendor") Lessor acquired the Equipment or the right to possession and use of the Equipment only in connection with this Lease. Either Lessee has assigned to Lessor its acquisition agreement for the Equipment on or before signing this Lease or Lessee's approval of the contract evidencing Lessor's purchase of the Equipment is a condition to the effectiveness of this Lease (and Lessee's execution of this Lease evidences its approval of said contract) Lessor hereby informs Lessee that Lessee may have rights under the contract evidencing Lessor's purchase of the Equipment and advises Lessee to contact the Vendor for a description of any such rights. If Lessee has entered into any acquisition agreement with Vendor, Lessee shall perform all of the obligations set forth therein as if this Lease did not exist.

**LESSOR HAS NOT MADE AND MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR EXPRESS OR IMPLIED WARRANTY WHATSOEVER HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OR OTHERWISE, REGARDING THE EQUIPMENT OR ANY PART OR THE DESIGN, QUALITY, OPERATION OR CONDITION THEREOF OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE.** Lessor hereby grants, transfers and assigns to Lessee during the term of this Lease all of its right, title and interest in any express or implied warranties, indemnities or service agreements of the Vendor which are assignable by Lessor. Lessor shall permit Lessee, as Lessee's sole remedy, to enforce any such representation, warranty, indemnity or service agreement against the Vendor in the name of Lessor, and not against Lessor or Assignee (as hereinafter defined)

Lessee acknowledges that it is not relying on Lessor's skill or judgment to select or furnish goods suitable for any particular purpose and that there are no warranties which are not contained in this Lease. **LESSOR SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES,** arising out of or in connection with the performance of the Equipment or the use thereof by Lessee and shall not be liable for any special, incidental or consequential damages, arising out of or in connection with Lessor's failure to perform its obligations hereunder. Upon written request from the Lessee, Lessor shall take all reasonable action requested by Lessee to enforce any manufacturer's warranty express or implied, relating to the condition or performance of the Equipment which is enforceable by Lessor in its own name, provided, however, that Lessor shall not be obligated to resort to litigation to enforce any such

warranty unless Lessee shall pay all expenses incurred in connection therewith. Similarly, if any such warranty shall be enforceable by Lessee in its own name, Lessee shall take reasonable action requested by Lessor to enforce any such warranty. Lessee shall indemnify and hold Lessor and its assigns harmless from any liability, claim, loss, damage or expense (including reasonable attorneys' fees) of any kind or nature caused, directly or indirectly by (1) inadequacy of any Equipment for any purpose, (2) any deficiency or defect in any Equipment, (3) the use or performance of any Equipment, (4) any interruption or loss of service, use or performance of any Equipment, (5) any patent, copyright, or other infringement, or (6) any loss of business or other consequential damage whether or not resulting directly from any or all of the above. Lessee acknowledges that it has made the selection of the Equipment based on its own judgment, and expressly disclaims any reliance upon statements made by Lessor. Lessee acknowledges that Lessor has made no statements or representations upon which Lessee is relying in leasing the Equipment, and that this Lease contains all agreements and understandings between the parties.

#### 8. RISK OF LOSS:

A. Lessor shall not be responsible for, nor shall the Monthly Rental Payments or other sums due hereunder abate for any reason, including, but not limited to, any interruption in or loss of the service or use of the Equipment or any part thereof, or any loss or damage caused thereby, or by error in programming or instruction to the Equipment, latent defect, wear and tear, or gradual deterioration of the Equipment or any part thereof.

B. Lessee assumes and shall bear the entire risk of partial or complete loss, theft, damage, destruction or other interruption or termination of use of the Equipment from any cause whatsoever, from the date of delivery of the Equipment to Lessee until the Equipment is returned to and received by Lessor.

During the term of the Lease, and until the Equipment is redelivered to Lessor, Lessee shall be liable for the prompt repair of the Equipment at its sole expense. If the Equipment or any portion thereof is lost, stolen, destroyed or damaged beyond repair, Lessee, at its option, will (i) continue to make the Monthly Rental Payments, and, at Lessee's sole expense, replace the Equipment with equipment of identical manufacture and equal or greater capacity, utility and residual value to that of the Equipment replaced (in which case Lessee will transfer title to the replacement Equipment to the Lessor free of all liens, claims and encumbrances), or (ii) pay Lessor on the next Monthly Rental Payment date following the loss, theft, damage or destruction of the Equipment an amount equal to the replacement value or the minimum casualty value, whichever is greater, attached to the applicable Equipment Schedule for such Equipment in effect on the date of the loss, theft, damage or destruction thereof and all rent accrued on such Equipment up to the date of payment and all other amounts then due in connection with such Equipment. Upon such payment, the Equipment Schedule, or portion thereof, as applicable, will terminate with respect to the Equipment so paid for, and Lessor will transfer full ownership and title to such Equipment to Lessee, free of liens, claims and encumbrances created by Lessor.

#### 9. INSURANCE AND INDEMNITY:

Lessee shall at all times during the term of this Lease, at its own expense, maintain: (A) all-risk property damage insurance covering the Equipment in an amount not less than the greater of (i) the replacement value of the Equipment, or (ii) the minimum casualty value of such Equipment as set forth in the Equipment Schedule, and (B) public liability coverage in such amounts, and with such companies as are in general usage by companies owning or operating similar property and engaged in a business

similar to Lessee's. The insurance required by this Section 9 may be obtained by Lessee by endorsement on any blanket insurance policies maintained by Lessee or its parent. All insurance so maintained shall provide for a thirty-day (30) prior written notice to Lessor and Assignee of any cancellation or reduction of coverages and an option in favor of Lessor or Assignee to prevent cancellation by payment of premiums, which shall promptly be repaid by Lessee, and further shall provide that all insurance proceeds shall be payable to the Lessee, Lessor and any Assignee as their respective interests may appear. Lessor and any such Assignee shall be named as loss payee and additional insured on all public liability insurance policies so maintained. Lessee shall furnish to Lessor copies of such insurance policies and satisfactory insurance certificates on or before the Installation Date. Lessee's above obligation shall commence on the date of delivery of the Equipment and shall continue until the Initial Term (or any extension or renewal thereof) of each Equipment Schedule expires and the Equipment is returned to Lessor. By this Section 9, Lessor does not modify or limit any provision of this Lease relating to disclaimer of warranties and liability, or indemnity.

Lessee assumes all risk and liabilities, whether or not covered by insurance, and shall indemnify and hold Lessor and its assigns (including any Assignee) harmless of and from any liability, claim, loss, damage or expense (including reasonable attorneys' fees) for injuries or deaths of persons and for damage to property, howsoever arising from or incident to the use, operation or storage of the Equipment, whether such injury or death to person be of agents or employees of Lessee or be of third persons and whether such damage to property be of Lessee, or to property of others.

#### 10. MAINTENANCE, REPAIRS, INSTALLATION AND RETURN:

Unless otherwise agreed to by Lessor in writing, Lessee shall, at its expense, obtain and keep in full effect, throughout the term of this Lease, a contract from the manufacturer of the Equipment (or another reputable maintenance organization approved by Lessor) providing for prime shift maintenance service (as that term is defined by the manufacturer) and will otherwise maintain the Equipment in good working order and appearance and make all necessary adjustments and repairs thereto. Lessee will at all times cooperate with Lessor in allowing the manufacturer or Lessor to control and install all engineering changes on the Equipment as when determined necessary or desirable by the manufacturer or Lessor. Upon termination of the Lease, Lessee, at its sole expense, shall return the Equipment, together with manufacturer's certificate of authenticity, if provided, to Lessor, or to such other location within the Continental U.S. designated by Lessor, in good condition and repair excepting only reasonable wear and tear, and eligible for a manufacturer's standard, full service maintenance contract. If the Equipment returned is not so eligible, Lessee shall reimburse Lessor for the cost of qualifying the Equipment for such maintenance contract eligibility. Lessee shall pack the Equipment to be so returned in accordance with the manufacturer's guidelines.

If Lessee fails to return the Equipment in accordance with the preceding paragraph upon the expiration of the Initial Term or any extension thereof, Lessee shall be obligated to pay to Lessor per diem rent until the Equipment is returned in addition to all other remedies available to Lessor pursuant to Section 16 hereunder.

Lessee will provide the required suitable electric current to operate the Equipment, with all appropriate facilities as specified by the manufacturer. Lessee will grant access to the Equipment to Lessor, its designee, or the manufacturer, during normal working hours for inspection, repair, maintenance, installation or

engineering changes, and for any other reasonable purpose. Lessee shall immediately notify Lessor of all details concerning any accident arising out of the alleged or apparent improper manufacture, functioning or operation of the Equipment.

#### 11. ALTERATION AND ATTACHMENTS:

No alterations or attachments to the Equipment shall be made without first obtaining in each instance the prior written approval of Lessor, which approval shall not unreasonably be withheld. If, after such written approval has been obtained, the alterations or attachments interfere with the normal or satisfactory maintenance, operation or insurability of the Equipment, or any part thereof, in such manner as to increase the cost of maintenance or insurance thereof, or create a safety hazard, Lessee will, upon notice from Lessor to that effect, promptly remove the alterations or attachments and restore the Equipment to its normal condition. In the case of increased cost of maintenance and insurance, or either, Lessee shall pay such increase.

#### 12. ASSIGNMENTS:

Lessee may not assign the Lease or any of Lessee's rights hereunder or sublease any Equipment or its use without the prior written consent of Lessor or any such assignment or sublease shall be void. Any permitted sublessee or assignee of Lessee must execute an assumption of this Lease in form and substance acceptable to Lessor, but no sublease or assignment shall relieve Lessee of any of its obligations or liabilities under this Lease.

Lessor may assign or transfer this Lease to an assignee or may grant a security interest in all or part of this Lease, the Equipment and/or sums payable hereunder as collateral security for any loans or advances made or to be made to Lessor by a financial institution (such assignee or financial institution, herein, the "Assignee"), Lessee hereby consents to such assignment, transfer and/or grant of security interest. Lessee, upon receipt of notice of any such transfer, assignment, or grant to an Assignee and instructions from Lessor, shall pay all outstanding Monthly Rental Payments and all other sums when due under this Lease (hereafter, collectively, the "Payments"), to such Assignee in the manner specified in said instructions, and Lessee's obligation to make the Payments to such Assignee shall be absolute and unconditional. Upon notice of any intended transfer, assignment, or granting of a security interest: (a) Lessee shall promptly submit to Lessor such documents as may be reasonably required by the intended Assignee, in form and substance satisfactory to the intended Assignee, including, without limitation: (1) A certificate that the equipment was delivered and accepted; (2) if Lessee is a corporation, a certified copy of resolutions adopted by Lessee's Board of Directors authorizing execution of the Lease; (3) an acknowledgement to the Lessor's transfer, assignment or granting of a security interest; (4) a UCC Financing Statement; (b) In the event of any such assignment, transfer, or granting of a security interest: (1) Lessee shall send copies of any notices which are required hereunder to be sent to Lessor to the Assignee as well as to Lessor; (2) Lessee shall not permit the Lease to be amended or any provision thereof to be waived without the prior written consent of the Assignee; (3) Lessee agrees not to look to the Assignee to perform any of Lessor's obligations hereunder; (4) Lessee agrees that Assignee shall be exclusively entitled to all of the rights and remedies provided to the Lessor under the Lease; (c) no such transfer, assignment or granting of a security interest by Lessor shall relieve Lessor of any of its obligations hereunder the Lease, or shall limit Lessee's rights to look to Lessor for the performance for such obligations.

Notwithstanding any assignment, transfer or grant by Lessor, and so long as the Lessee shall not be in default hereunder,

neither Lessor, nor any Assignee, shall interfere with Lessee's right of quiet enjoyment and use of the Equipment. In the event that Lessor notifies Lessee of its intention to transfer, assign, or grant a security interest in all or any part of this Lease, the Equipment and/or sums payable hereunder, Lessee agrees to execute such documents as may be reasonably necessary to secure and/or complete such transfer, assignment or grant.

### 13. USE OF EQUIPMENT:

The Equipment will be kept by Lessee in its sole possession and control, will at all times be located at the location stated in the Equipment Schedule, and will not be removed therefrom, without prior written consent of Lessor, which shall not be unreasonably withheld. Lessee will not use the Equipment for any purpose other than which it was designed and in accordance with the manufacturer's specification. Lessee will keep and maintain the Equipment free and clear of all liens, charges and encumbrances (except any placed thereon by Lessor). This Lease shall be binding upon, and shall inure to, the benefit of the parties hereto and their respective successors and assigns.

### 14. TRANSPORTATION AND INSTALLATION:

The Equipment is to be installed at the location indicated on the Equipment Schedule.

All transportation, rigging, drayage, and any other charges for the delivery of the Equipment to Lessee's premises shall be paid by the Lessee, unless indicated otherwise on the Equipment Schedule. All installation charges shall be paid by Lessee unless indicated otherwise on the Equipment Schedule. All charges for the deinstallation shall be paid by Lessee. Transportation, rigging, and drayage from Lessee's premises at the termination of the Lease shall be arranged for by Lessor and paid by Lessee.

### 15. DEFAULT:

Any one of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment of rent or other amount due hereunder; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder; (c) Lessee, any guarantor of the Lease, or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee, any guarantor of the Lease, or any partner of Lessee if Lessee is a partnership shall voluntarily file, take any action to authorize the filing, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the federal or state bankruptcy or insolvency law; (e) a trustee, receiver, or liquidator be appointed for Lessee, any guarantor of the Lease, or for all or a substantial part of the assets of Lessee or any guarantor; (f) any individual Lessee or individual guarantor of the Lease, or partner of Lessee if Lessee is a partnership, shall die; (g) an event of default shall occur under any other obligation Lessee or any guarantor of the Lease owes to Lessor; (h) an event of default by Lessee shall occur under any agreement involving Lessee's or a guarantor's indebtedness to a lender for borrowed money; or (i) Lessee shall have terminated its corporate existence, consolidated with, merged into, or conveyed or leased substantially all of its assets as an entity to any person unless: (i) such person executes and delivers to Lessor an agreement satisfactory in form and substance to Lessor, in its sole discretion, containing such person's effective assumption and its agreement to pay, perform, comply with and otherwise be liable for all of Lessee's obligations having previously arisen, or then or thereafter arising, under the Lease together with any documents, Agreements, investments, certificates, opinions and filings by Lessor; and (ii) Lessor (and any Assignee) is satisfied as to the creditworthiness of such person.

### 16. REMEDIES:

Upon the occurrence of an Event of Default and at any time thereafter, Lessor or Assignee may exercise from time to time any one or more of the following remedies: (a) terminate this Lease as to any portion or all of the Equipment; (b) take immediate possession of any or all of the Equipment; wherever situated, and for such purpose enter upon any premises without liability for so doing or requirement to post bond in any legal proceeding; (c) hold, use, lease, sell or otherwise dispose of any or all of the Equipment in such manner as Lessor in its sole discretion may decide. With respect to any exercise of its rights to recover and/or dispose of any Equipment, Lessee acknowledges and agrees that Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean up or otherwise prepare the Equipment for disposition; (d) accelerate the due date of all remaining rent payments due hereunder for the entire remaining Initial Term of this Lease or any amendment thereto, including any renewal term then in effect, whereupon said amounts shall be immediately due and payable; (e) recover the sum of: (i) any accrued and unpaid rent, plus (ii) the present value of all future rentals reserved in this Lease and contracted to be paid over the unexpired Initial Term of this Lease (or any renewal period then in effect), discounted at the rate of four percent (4%) per annum; plus (iii) the anticipated residual value of the Equipment as of the expiration of this Lease or any renewal thereof discounted at the rate of four percent (4%) per annum, (iv) any indemnity payment, if then determinable; (v) all reasonable costs and expenses incurred by Lessor in any repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment, including but not limited to costs of transportation, possession, storage, refurbishing, advertising and broker's fees together with all attorney's fees and cost incurred in connection therewith or otherwise resulting from Lessee's default (including any incurred at trial, on appeal or any other proceeding) of the foregoing at the rate of one and one-half (1½%) per month ("default interest") (f) expend such monies as Lessor deems appropriate to cure or mitigate the effect of the Event of Default, or to protect the Lessor's interest in the Equipment and this Lease, with all such sums to be immediately reimbursed to Lessor by Lessee; (g) setoff Lessee's security deposit or any other property of Lessee held by Lessor against any amount owed by Lessee to Lessor; and (h) exercise any other remedy permitted by law, equity or any other agreements with Lessee or any guarantor of this Lease. No remedy given in this paragraph is intended to be exclusive and each shall be cumulative. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any subsequent Event of Default.

### 17. REPRESENTATIONS AND WARRANTIES BY LESSEE:

Lessee represents and warrants to Lessor that: (a) the Lease constitutes the Lessee's legal, valid and binding obligation and is enforceable against Lessee in accordance with its terms; (b) Lessee's entry into and performance under the Lease will not result in any breach, default or violation under Lessee's charter documents (articles of incorporation and bylaws in the case of a corporation or partnership agreement in the case of a partnership or articles of organization and operating agreement in the case of a limited liability company) or any other agreement to which Lessee is a party or to which it or its property is subject; (c) there are no suits or proceedings pending or threatened before any court, government agency or arbitrator which, if determined adversely to Lessee, would have a material adverse effect on its financial condition or ability to perform its obligations under the Lease; (d) that any financial statements or other information which Lessee has furnished Lessor concerning the business or condition of Lessee was true, correct and complete

at the time furnished or as of the date of such financial statements; (e) the Equipment shall remain personal property; with respect to any Equipment that is the subject of any sale and leaseback transaction pursuant hereto, Lessee has good title to, rights in, and/or power to transfer all of the same. The Equipment is removable from and is not essential to the premises upon which it is located regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty with respect to all of the Equipment leased hereto

**18. GENERAL:**

A. The Equipment remains the personal property of Lessor and may be removed at any time, without notice, after termination of this Lease. The Equipment is removable from and is not essential to the premises at which the Equipment is located.

B. At Lessor's request, Lessee shall affix to the Equipment and each unit or element thereof, in a prominent place, appropriate tags, decals, or plates stating that the Equipment is owned by Lessor, and Lessee shall not cause or permit any such tags, decals, or plates to be removed, defaced or covered in any way.

C. Each Equipment Schedule (and this Master Equipment Lease to the extent incorporated therein), shall constitute the entire agreement between Lessor and Lessee with respect to the lease of the Equipment described in each Equipment Schedule. No waiver, consent, modification or change of terms of this Lease shall bind either party, including Lessor's Assignee, unless in writing and signed by an officer of the waiving party, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

D. Each Equipment Schedule shall be executed in counterparts. Only that counterpart of an Equipment Schedule marked "Secured Party's Original" (together with a copy of this Master Equipment Lease) shall constitute "chattel paper" under the UCC and be effective to transfer Lessor's rights therein and all other counterparts of such Equipment Schedule have been marked to indicate that they are not the "Secured Party's Original."

E. All notices and other communications hereunder shall be in writing and shall be transmitted by hand, overnight courier, United States first class mail or certified mail (return receipt requested), postage prepaid. Such notices and other communications shall be addressed to the respective party at the address set forth above or at such other address as any party may from time to time designate by notice duly given in accordance with this section. Notices shall be deemed received on the earlier of (i) three days after deposit, postage prepaid, in the United States mail, if sent by United States first class, certified, or registered mail; (ii) the next day after delivery to an overnight courier, expenses prepaid, or (iii) the date of actual delivery if delivered by hand.

F. Any provision hereof prohibited by, or unlawful or unenforceable under, any applicable law of any jurisdiction shall, at the sole option of the Lessor, be ineffective as to such jurisdiction without invalidating the remaining provisions of this Lease; provided, however, that where the provisions of any such

applicable law may be waived, they are hereby waived by Lessee to the full extent permitted by law, and this shall be deemed to be a valid and binding Lease enforceable in accordance with its terms.

**H. TITLE:**

Title to the Equipment shall at all times remain with Lessor and Lessee shall protect and defend the title of Lessor and keep it free of all claims and liens other than those of Lessee hereunder or created by Lessor. If the Lease shall be construed by a court to be a lease "intended as security" and not a "true" lease, then Lessee, to secure all of Lessee's payment and performance obligations under the Lease, hereby grants to Lessor a first priority security interest in the Equipment and any and all insurance or other proceeds of the property and other collateral to which a security interest is granted.

I. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors, assigns and permitted sublessees (subject, with respect to Lessee, to the provisions of Section 12 setting forth restrictions on Lessee's ability to assign this Lease or sublease the Equipment).

J. Lessee hereby authorizes Lessor to execute and/or file against Lessee in any public filing office deemed advisable by Lessor, any and all UCC financing statements (and amendments thereto) describing the Equipment and this Lease, and Lessee further irrevocably appoints Lessor as Lessee's attorney in fact to execute and/or file any and all such UCC financing statements (and amendments thereto) as Lessor considers advisable.

The filing of UCC Financing Statements against Lessee is precautionary and shall not be evidence that the Lease is intended as security.

K. Notwithstanding any other provisions of this Lease Agreement to the contrary, Lessee agrees, following the execution of the Lease by Lessee, to provide to Lessor at Lessor's demand, from time to time, any and all information reasonably required to establish Lessee's creditworthiness, including, but not limited to, financial statements and profit and loss statements, for the current period and for the proceeding three fiscal years. Lessor agrees that such information shall be kept confidential.

During the term of the Lease, as an additional condition of Lessee's performance, Lessee agrees to provide financial statements to Lessor within a reasonable period following the end of Lessee's fiscal year.

Lessee and Lessor do each hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Lease duly authorized by all necessary and appropriate action to execute this Lease.

L. This Lease shall be governed by the laws of the State of Minnesota (without giving effect to principles of conflicts of law thereof). Lessee hereby: (i) irrevocably submits to the jurisdiction of any state or federal court located in Minnesota, over any action or proceeding to enforce or



defend any matter arising from or related to this Lease; (ii) irrevocably waives, to the fullest extent Lessee may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding; and (iii) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this paragraph shall affect or impair Lessor's right to serve legal process in any

manner permitted by law or Lessor's right to bring any action or proceeding against Lessee or its property in the courts of any other jurisdiction.

M LESSEE AND LESSOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS LEASE OR ANY OTHER AGREEMENT EXECUTED IN CONNECTION HEREWITH.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Master Equipment Lease on the dates specified below. This Master Equipment Lease shall not become effective until accepted by Lessor, as evidenced by its signature below.

LESSEE: Volumedrive Inc

By: *Joseph Breckner*

Title: CEO

Date: 2/14/2011

ACCEPTED  
LESSOR: DATA SALES CO., INC.

By: *Paul C. Breckner*

Title: PAUL C. BRECKNER  
PRESIDENT/CEO

Date: 4/20/11

617160 5



INNOVATIVE TECHNOLOGY LEASING

3450 West Burnsville Parkway | Burnsville, MN 55337

Main: 952 890 8838 | Fax: 952 890 8917

www.datasales.com

MINIMUM CASUALTY VALUE  
FOR ALL EQUIPMENT SCHEDULES

To

MASTER LEASE 53-10191 AGREEMENT DATED 2/11/11

Between data sales co., inc. ("Lessor")

And Volumedrive Inc ("Lessee")

Pursuant to Article 8B (ii) of the Master Lease Agreement, the Minimum Casualty Value payable with respect to any item of Equipment in the above referenced Equipment Schedule will be the percent of Lessor's Acquisition Cost of such item set forth opposite the Monthly Rental Payment number due on the date such Minimum Casualty Value is payable.

Payment of the Minimum Casualty Value will be in addition to the then due Monthly Rental Payment for the Equipment

On Due Date of Monthly Rental Payment No	Percentage of the Acquisition Cost Of the Equipment	On Due Date of Monthly Rental Payment No	Percentage of The Acquisition Cost of Equipment
1	110%	25	60%
2	110%	26	60%
3	110%	27	60%
4	110%	28	60%
5	110%	29	60%
6	110%	30	60%
7	100%	31	50%
8	100%	32	50%
9	100%	33	50%
10	100%	34	50%
11	100%	35	50%
12	100%	36	50%
13	80%	37	40%
14	80%	38	40%
15	80%	39	40%
16	80%	40	40%
17	70%	41	35%
18	70%	42	35%
19	70%	43	35%
20	70%	44	35%
21	70%	45	35%
22	70%	46	35%
23	70%	47	35%
24	70%	48	35%

Lessee: Volumedrive Inc

By: Josh Bohannon

Title: CEO

Date: 2/14/2011

Lessor: Data Sales Co, Inc

By:

Title: ERIC E. BRUBAKER

Date: RESIDENT/CEO

### INCUMBENCY CERTIFICATE

The undersigned certifies that (s)he is Josh Bohanon Secretary of Volumedrive Inc., a Corporation organized under the laws of the State of Pennsylvania (hereinafter called "the Corporation") and that, as such, (s)he is authorized to execute this certificate on behalf of the Corporation, and further certifies that each of the persons specified below is a duly elected, qualified and acting officer of the Corporation, in the capacity or capacities so specified, and that the signature appearing opposite his or her name is his or her true signature.

NAME	TITLE	SIGNATURE
<u>Josh Bohanon</u>	<u>CEO</u>	<u><i>Josh Bohanon</i></u>

The undersigned, on behalf of the Corporation, further certifies, covenants and represents as follows:

1. That any of the foregoing named officers is duly authorized on behalf of the Corporation to execute and deliver any Promissory Note, Security Agreement, Loan Agreement, Equipment Lease Agreement, Equipment Purchase Agreement, Equipment Sale Agreement, Bill of Sale, Completion Certificate, Assignment, UCC forms and other related documents to Data Sales Co., Inc. and to bind the Corporation thereby, until directed otherwise by the Board of Directors of the Corporation. Any modification or rescission of the authority described herein by the Board of Directors of the Corporation shall be mailed or delivered to Data Sales Co., Inc. in order to be effective.
2. That the Corporation is duly organized, existing and in good standing under the laws of the State of it's incorporation.
3. That the documents referred to in Paragraph 1 above, when executed, constitute the legal, valid and binding obligations of the Corporation, enforceable in accordance with their respective terms.
4. That the authorization, execution, delivery and performance of said documents do not violate any provision of the Corporation's certificate of Incorporation or By-Laws or any restrictions imposed upon the Corporation by any governmental authority or court and do not result in the breach of any encumbrance or security interest upon any asset of the Corporation under any indenture, agreement, or instrument to which the Corporation is a party.

Dated and Sealed this 14 day of February

(Corporate Seal)

*Josh Bohanon* Secretary

**EXHIBIT "B"**

Exhibit A

EQUIPMENT SCHEDULE NO. 1 Revised 1

TO

Master Equipment Lease No. 53-10191 DATED 2/11/11 ("Lease")

between ***data sales co., inc.*** ("Lessor")

and Volumedrive Inc ("Lessee")

1. EQUIPMENT

Qty.	Machine Type	Model/ Feature	Serial Number	Description	Payment	Initial Term
				Schedule 1 Revised 1-- See 4 Page Attachment A	\$3,436.32	24

2. EQUIPMENT LOCATION:  
See Attachment A

TOTAL: \$3,436.32

This Equipment Schedule is appended to and made a part of the Lease described above. All terms, covenants and conditions set forth in the Master Equipment Lease are incorporated herein by reference as if the same had been set forth herein in full.

3. INCORPORATION OF TERMS AND PROVISIONS: This Equipment Schedule incorporates the terms and conditions of the Master Equipment Lease Number 53-10191 dated 2/11/11 between Lessor and Lessee. Terms used in this Equipment Schedule and not otherwise defined shall have the meaning ascribed thereto in the Master Equipment Lease.

4. ENTIRE AGREEMENT: This Equipment Schedule, together with the incorporated terms and conditions contained in the Master Equipment Lease, constitutes the entire agreement between Lessee and Lessor and supersedes all prior and contemporaneous writings, understandings, and agreements. No waiver, consent, modification or change of terms of this Lease shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Lease which are in addition to or inconsistent with the terms and conditions of this Lease will not be binding on Lessor and will not apply to this Lease. Lessee by the signature below of its authorized representative acknowledges that it has read this Lease, understands it, and agrees to be bound by its terms and conditions.

5. ADDITIONAL PROVISIONS: This Lease is collateralized under a Security Agreement dated 2/11/11 between Lessee and Lessor in which Lessee grants Lessor a senior security interest in all of the assets defined as the Collateral in the Security Agreement.

6. INSTALLATION DATE: \_\_\_\_ If this space is not completed, the Installation Date of Equipment shall be the fifth (5<sup>th</sup>) business day following delivery of such Equipment to the Equipment Location described herein.

7. COMMENCEMENT DATE: as set forth in paragraph 2(B) of the Master Equipment Lease.

8. INITIAL TERM: 24 months.

9. TOTAL MONTHLY EQUIPMENT SCHEDULE PAYMENT: \$3,436.32 \*

\*plus applicable taxes, if any

LESSEE: Volumedrive Inc

By: \_\_\_\_\_

Title: CEO

Date: 03/22/11

LESSOR: DATA SALES CO., INC.

By: \_\_\_\_\_

Title: PAUL C. BRECKNER

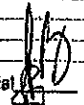

Date: 3/18/11 PRESIDENT/CEO

642418.1

Volume Drive, Inc.  
 Schedule 1 Revised 1  
 Attachment A

Vendor Del

PO	Invoice	Invoice Dt	Qty	Item-Number	Description	Unit Price	Amount	Serial
2152011	XF7PN58T0, XF7RRC2N4, XF7RRC488	02/24/11, 02/25/11, 02/25/11	33	224-6816	PowerEdge T110 Chassis with upto 4 Cabled Hard Drives	\$560.32	\$18,490.56	J3ZTBP1 . J40RBP1 . J40SBP1 . J40TBP1 . J42RBP1 . J41RBP1 . J41SBP1 . J41TBP1 . J41VBP1 . J40VBP1 . J44VBP1 . J45RBP1 . J45SBP1 . J45TBP1 . J47RBP1 . J48RBP1 . J46SBP1 . J46TBP1 . J46VBP1 . J45VBP1 . J3TTBP1 . J3VRBP1 . J3VSBP1 . J3VTBP1 . J3XTBP1 . J3WSBP1 . J3WTBP1 . J3XRBP1 . J3XSBP1 . J3WRBP1 . J3STBP1 . J3TRBP1 . J3SRBP1
			33	330-6454	SHIP.T110.NO.NO.DAO	\$0.00	\$0.00	
			33	317-5940	2GB Memory (1x2GB). 1333MHz Single Ranked UDIMM	\$0.00	\$0.00	
			33	317-2022	Memory for 1CPU Platform	\$0.00	\$0.00	
			33	317-2042	X3460 Xeon Processor. 2.66 GHz 8M Cache, Turbo, HT	\$0.00	\$0.00	
			33	330-5552	PowerEdge T110 Heatsink	\$0.00	\$0.00	
			33	341-6086	250GB 7.2k RPM Serial ATA 3Gbps 3.5-in Cabled Hard Drive	\$0.00	\$0.00	
			33	341-3933	No Controller	\$0.00	\$0.00	
			33	420-8320	No Operating System	\$0.00	\$0.00	
			33	430-0488	On board Network Adapter	\$0.00	\$0.00	
			33	313-7919	Baseboard Management Controller	\$0.00	\$0.00	
			33	330-5707	ODD Cable, PowerEdge R210	\$0.00	\$0.00	
			33	313-9100	16X DVD-ROM,SATA, INTERNAL	\$0.00	\$0.00	
			33	330-5704	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
			33	330-5558	Onboard SATA, 1-4 Hard Drives connected to onboard SATA Controller - No RAID	\$0.00	\$0.00	
			33	330-5113	Power Cord, NEMA 5-15P to C13 wall plug, 10 feet	\$0.00	\$0.00	
			33	905-8070	Basic Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0.00	\$0.00	
			33	988-7347	No Warranty beyond 1 year	\$0.00	\$0.00	
			33	906-1847	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0.00	\$0.00	
			33	906-2139	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE.CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
			33	900-9997	On-Site Installation Declined	\$0.00	\$0.00	
2152011	XF7PN8924, XF7R3DKC9, XF7R3DKF9, XF7PN91F2	02/24/11, 02/24/11, 02/24/11, 02/24/11	35	224-6816	PowerEdge T110 Chassis with upto 4 Cabled Hard Drives	\$560.32	\$19,611.20	J47SBP1 . J47TBP1 . J47VBP1 . J48RBP1 . J48RBP1 . J48TBP1 . J48RBP1 . J48SBP1 . J48TBP1 . J48SBP1 . J3MTBP1 . J3NRBP1 . J3NSBP1 . J3NTBP1 . J3QTBP1 . J3PSBP1 . J3PTBP1 . J3QRBP1 . J3QSBP1 . J3PRBP1 . J42SBP1 . J42TBP1 . J42VBP1 . J43RBP1 . J44TBP1 . J43TBP1 . J43VBP1 . J44RBP1 . J44SBP1 . J43SBP1 . J3RRBP1 . J3RSBP1 . J3RTBP1 . J3TSBP1 . J3SSBP1
			35	330-6454	SHIP.T110.NO.NO.DAO	\$0.00	\$0.00	
			35	317-5940	2GB Memory (1x2GB). 1333MHz Single Ranked UDIMM	\$0.00	\$0.00	
			35	317-2022	Memory for 1CPU Platform	\$0.00	\$0.00	
			35	317-2042	X3460 Xeon Processor. 2.66 GHz 8M Cache, Turbo, HT	\$0.00	\$0.00	
			35	330-5552	PowerEdge T110 Heatsink	\$0.00	\$0.00	
			35	341-6086	250GB 7.2k RPM Serial ATA 3Gbps 3.5-in Cabled Hard Drive	\$0.00	\$0.00	
			35	341-3933	No Controller	\$0.00	\$0.00	
			35	420-8320	No Operating System	\$0.00	\$0.00	
			35	430-0488	On board Network Adapter	\$0.00	\$0.00	
			35	313-7919	Baseboard Management Controller	\$0.00	\$0.00	
			35	330-5707	ODD Cable, PowerEdge R210	\$0.00	\$0.00	
			35	313-9100	16X DVD-ROM,SATA, INTERNAL	\$0.00	\$0.00	

Initial   
 Initial 

Volume Drive, Inc.  
Schedule 1 Revised 1  
Attachment A

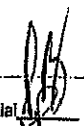
PO	Invoice	Invoice Dt	Qty	Item-Number	Description	Unit Price	Amount	Serial
			35	330-5704	Electronic System Documentation and OpenManage DVD Kit	\$0 00	\$0 00	
			35	330-5658	Onboard SATA, 1-4 Hard Drives connected to onboard SATA Controller - No RAID	\$0 00	\$0 00	
			35	330-5113	Power Cord, NEMA 5-15P to C13 wall plug, 10 feet	\$0 00	\$0 00	
			35	905-8070	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0 00	\$0 00	
			35	988-7347	No Warranty beyond 1 year	\$0 00	\$0 00	
			35	905-1847	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0 00	\$0 00	
			35	906-2139	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0 00	\$0 00	
			35	900-9997	On-Site Installation Declined	\$0 00	\$0 00	
2152011	XFRRC2R2	2/25/2011	5	224-6816	PowerEdge T110 Chassis with upto 4 Cabled Hard Drives	\$360 00	\$1,800 00	J3YRBP1 . J3YSBP1 . J3ZSBP1 . J3ZRBP1 . J3YTBP1
			5	330-6454	SHIP, T110, NO, NO, DAO	\$0 00	\$0 00	
			5	317-5940	2GB Memory (1x2GB), 1333MHz Single Ranked UDIMM	\$0 00	\$0 00	
			5	317-2022	Memory for 1CPU Platform	\$0 00	\$0 00	
			5	317-2042	X3450 Xeon Processor, 2.66 GHz 8M Cache, Turbo, HT	\$0 00	\$0 00	
			5	330-5552	PowerEdge T110 Heatsink	\$0 00	\$0 00	
			5	341-4158	HD Multi-Select	\$0 00	\$0 00	
			5	341-3933	No Controller	\$0 00	\$0 00	
			5	420-6320	No Operating System	\$0 00	\$0 00	
			5	430-0488	On board Network Adapter	\$0 00	\$0 00	
			5	313-7919	Baseboard Management Controller	\$0 00	\$0 00	
			5	330-5707	ODD Cable, PowerEdge R210	\$0 00	\$0 00	
			5	313-9100	16X DVD-ROM, SATA, INTERNAL	\$0 00	\$0 00	
			5	330-5704	Electronic System Documentation and OpenManage DVD Kit	\$0 00	\$0 00	
			5	330-5658	Onboard SATA, 1-4 Hard Drives connected to onboard SATA Controller - No RAID	\$0 00	\$0 00	
			5	330-5113	Power Cord, NEMA 5-15P to C13 wall plug, 10 feet	\$0 00	\$0 00	
			5	905-8070	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0 00	\$0 00	
			5	988-7347	No Warranty beyond 1 year	\$0 00	\$0 00	
			5	905-1847	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0 00	\$0 00	
			5	906-2139	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0 00	\$0 00	
			5	900-9997	On-Site Installation Declined	\$0 00	\$0 00	
			5	341-6085	250GB 7.2k RPM Serial ATA 3Gbps 3.5-In Cabled Hard Drive	\$99 00	\$495 00	
2152011	XF7PN91N8, XF7PN59T6, XF7P8P2W9, XF7P8P377	2/24/2011, 2/24/2011, 2/23/2011, 2/23/2011	33	224-6640	PowerEdge R210 Chassis with up to 2 Cabled HDs and Quad-Pack LED Diagnostics	\$686 92	\$22,998 36	HQ6RBP1 . HQ6SBP1 . HQ6TBP1 . HQ6VBP1 . HQ7RBP1 . HQ7TBP1 . HQ8RBP1 . HQ8SBP1 . HQ7RBP1 . HQDSBP1 . HQDTBP1 . HQFRBP1 . HQFSBP1 . HQHSBP1 . HQGRBP1 . HQGSBP1 . HQGTBP1 . HQHRBP1 . HQFTBP1 . HQ9RBP1 . HQ8SBP1 . HQ9TBP1 . HQ9RBP1 . HQ9RBP1 . HQ9RBP1 . HQ9RBP1
			33	330-5382	Shipping Material, PowerEdge R210	\$0 00	\$0 00	
			33	317-5941	4GB Memory (2x2GB), 1333MHz Single Ranked UDIMM	\$0 00	\$0 00	
			33	317-2022	Memory for 1CPU Platform	\$0 00	\$0 00	
			33	317-2306	X3450 Xeon Processor, 2.86GHz, 8M Cache, Turbo, HT	\$0 00	\$0 00	
			33	317-2311	PowerEdge R210 Heatsink	\$0 00	\$0 00	
			33	341-4158	HD Multi-Select	\$0 00	\$0 00	

Initial  
Initial



Volume Drive, Inc  
 Schedule I Revised 1  
 Attachment A

PO	Invoice	Invoice Dt	Qty	Item-Number	Description	Unit Price	Amount	Serial
			33	341-3933	No Controller	\$0 00	\$0 00	
			33	420-6320	No Operating System	\$0 00	\$0 00	
			33	430-2008	On-Board Dual Gigabit Network Adapter	\$0 00	\$0 00	
			33	313-7819	Baseboard Management Controller	\$0 00	\$0 00	
			33	330-5412	No Internal Optical Drive	\$0 00	\$0 00	
			33	313-7639	Bezel	\$0 00	\$0 00	
			33	313-8491	Electronic System Documentation and OpenManage DVD Kit	\$0 00	\$0 00	
			33	330-5367	Onboard SATA, 1-2 Hard Drives connected to onboard SATA Controller - No RAID	\$0 00	\$0 00	
			33	330-3522	No Rack Rails or Cable Management Arm	\$0 00	\$0 00	
			33	310-9057	No Power Cord	\$0 00	\$0 00	
			33	905-0852	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended	\$0 00	\$0 00	
			33	905-8480	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0 00	\$0 00	
			33	905-1937	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0 00	\$0 00	
			33	905-3588	Dell Hardware Limited Warranty Extended Year	\$0 00	\$0 00	
			33	994-4019	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	\$0 00	\$0 00	
			33	908-2209	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0 00	\$0 00	
			33	900-9997	On-Site Installation Declined	\$0 00	\$0 00	
			33	926-2979	Proactive Maintenance Service Declined	\$0 00	\$0 00	
			33	341-8085	250GB 7.2k RPM Serial ATA 3Gbps 3.5-in Cabled Hard Drive	\$48 94	\$1,615 02	
			33	330-6392	Energy Star for Compute Servers Qualified	\$0 00	\$0 00	
2152011	XF7NK7584	2/22/2011	1	224-8664	PE R510 Chassis for Up to Four 3.5" Cabled Hard Drives, LED	\$2,301 79	\$2,301 79	CBP86Q1
			1	330-5462	PowerEdge R510 Shipping	\$0 00	\$0 00	
			1	317-5675	16GB Memory (8x2GB), 1333MHz Single Ranked UDIMMs for 2 Processors, Optimized	\$0 00	\$0 00	
			1	317-4112	Intel Xeon E5620 2.4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0 00	\$0 00	
			1	317-2374	PE R510 Heatsink for 2 Processors	\$0 00	\$0 00	
			1	317-4124	Intel Xeon E5620 2.4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0 00	\$0 00	
			1	341-4168	HD Multi-Select	\$0 00	\$0 00	
			1	330-5575	PERC Battery Cable, R510	\$0 00	\$0 00	
			1	330-5578	PERC SAS 6/IR Cable, 4HD	\$0 00	\$0 00	
			1	341-9809	PERC8I Controller	\$0 00	\$0 00	
			1	420-6320	No Operating System	\$0 00	\$0 00	
			1	313-7819	Baseboard Management Controller	\$0 00	\$0 00	
			1	313-7543	No Internal Optical Drive	\$0 00	\$0 00	
			1	313-6551	Bezel	\$0 00	\$0 00	
			1	313-8552	Electronic System Documentation and OpenManage DVD Kit	\$0 00	\$0 00	
			1	330-5280	Dell Management Console	\$0 00	\$0 00	
			1	330-5490	RAID 1 for PERC/SAS 6ir, PERC H200/H700 Controllers, x4 Chassis	\$0 00	\$0 00	
			1	330-5465	Sliding Ready Rails	\$0 00	\$0 00	
			1	905-6687	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0 00	\$0 00	
			1	905-7218	Dell Hardware Limited Warranty Extended Year	\$0 00	\$0 00	
			1	908-0202	Basic: Business Hours (5x10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended	\$0 00	\$0 00	
			1	908-8299	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0 00	\$0 00	

Initials  
  
 Initials

Volume Drive, Inc  
Schedule 1 Revised 1  
Attachment A

PO	Invoice	Invoice Dt	Qty	Item-Number	Description	Unit Price	Amount	Serial
			1	906-9490	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0.00	\$0.00	
			1	994-4019	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	\$0.00	\$0.00	
			1	900-9997	On-Site Installation Declined	\$0.00	\$0.00	
			1	330-6582	480 Watt Non-Redundant Power Supply	\$0.00	\$0.00	
			1	310-8509	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet/3 meter	\$0.00	\$0.00	
			2	341-9208	250GB 7.2K RPM SATA 3.5" Cabled Hard Drive	\$0.00	\$0.00	
2282011	XFXM2MP9	3/2/2011	1	224-8664	PE R510 Chassis for Up to Four 3.5" Cabled Hard Drives, LED	\$2,676.64	\$2,676.64	8YSS8Q1
			1	330-5462	PowerEdge R510 Shipping	\$0.00	\$0.00	
			1	317-5879	32GB Memory (8x4GB), 1333MHz Dual Ranked RDIMMs for 2 Processor, Optimized	\$0.00	\$0.00	
			1	317-4112	Intel Xeon E5820 2.4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0.00	\$0.00	
			1	317-4124	Intel Xeon E5820 2.4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0.00	\$0.00	
			1	317-2374	PE R510 Heatsink for 2 Processors	\$0.00	\$0.00	
			1	341-4168	HD Multi-Select	\$0.00	\$0.00	
			1	342-0468	SAS6IR SAS RAID Controller	\$0.00	\$0.00	
			1	330-5578	PERC, SAS 6/IR Cable, 4HD	\$0.00	\$0.00	
			1	420-6320	No Operating System	\$0.00	\$0.00	
			1	313-7919	Baseboard Management Controller	\$0.00	\$0.00	
			1	313-7543	No Internal Optical Drive	\$0.00	\$0.00	
			1	313-8561	Bezel	\$0.00	\$0.00	
			1	313-8552	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
			1	330-5490	RAID 1 for PERC/SAS 6/ir, PERC H200/H700 Controllers, x4 Chassis	\$0.00	\$0.00	
			1	330-5465	Sliding Ready Rails	\$0.00	\$0.00	
			1	330-6582	480 Watt Non-Redundant Power Supply	\$0.00	\$0.00	
			1	310-8509	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet/3 meter	\$0.00	\$0.00	
			1	906-0202	Basic: Business Hours (5x10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended	\$0.00	\$0.00	
			1	906-9490	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0.00	\$0.00	
			1	906-6667	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0.00	\$0.00	
			1	906-7218	Dell Hardware Limited Warranty Extended Year	\$0.00	\$0.00	
			1	994-4019	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	\$0.00	\$0.00	
			1	906-6299	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
			1	900-9997	On-Site Installation Declined	\$0.00	\$0.00	
			1	341-9208	250GB 7.2K RPM SATA 3.5" Cabled Hard Drive	\$60.81	\$60.81	
			1	341-9208	250GB 7.2K RPM SATA 3.5" Cabled Hard Drive	\$60.81	\$60.81	
			1	463-0742	Special Pricing Applied	\$0.00	\$0.00	
2282011	XF875FXK3	3/15/2011	33	330-6301	2/4-Post Static Rails for 1U and 2U Systems, Customer Installation	\$69.99	\$2,309.67	

Equipment Installation  
JOSH BOHANNON  
VOLUMEDRIVE INC  
422 PRESCOTT AVE  
SCRANTON, PA 185102314

Equipment	\$72,419.86
Install/Labor Due Upfront	\$0.00
Maintenance Due Upfront	\$0.00
Software/License Due Upfront	\$0.00
Shipping Due Upfront	\$0.00
<b>Total</b>	<b>\$72,419.86</b>

Initial   
Initial 

## Certificate of Delivery And Acceptance

RE: Equipment Lease No. 53-10191 Schedule 1 Revised 1  
 Purchase Order No. \_\_\_\_\_  
 Dated 2/11/11  
 Between Data Sales Co., Inc. (Lessor)  
 and Volumedrive Inc (Lessee)

The undersigned hereby acknowledges and certifies receipt of the Machines/Equipment described below which is covered by the above named Equipment Lease/Purchase Order. The undersigned further acknowledges that all equipment items described below were received on or before \_\_\_\_\_, are in good working order and are acceptable to the undersigned for its use on the 22 day of March 2011.

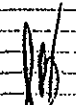

Qty.	Machine Type	Model/ Feature	Description	Serial #
			Schedule 1 Revised 1- See 4 Page Attachment A	

Accepted by  
 Lessee: Volumedrive Inc  
 By \_\_\_\_\_  
 Title V.P.S. / CEO

Volume Drive, Inc.  
Schedule 1 Revised 1  
Attachment A

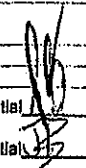

Vendor: Dell

PO	Invoice	Invoice Dt	Qty	Item-Number	Description	Unit Price	Amount	Serial
2152011	XF7PN6BT9, XF7RRC2N4, XF7RRC486	02/24/11, 02/25/11, 02/25/11	33	224-6816	PowerEdge T110 Chassis with upto 4 Cabled Hard Drives	\$560.32	\$18,490.56	J3ZTBP1, J40RBP1, J40SBP1, J40TBP1, J42RBP1, J41RBP1, J41SBP1, J41TBP1, J41VBP1, J40VBP1, J44VBP1, J45RBP1, J45SBP1, J45TBP1, J47RBP1, J46RBP1, J46SBP1, J46TBP1, J46VBP1, J45VBP1, J3TTBP1, J3VRBP1, J3VSBP1, J3VTBP1, J3XTBP1, J3WSBP1, J3WTBP1, J3XRBP1, J3XSBP1, J3WRBP1, J3STBP1, J3TRBP1, J3SRBP1
			33	330-6454	SHIP.T110.NO.NO.DAO	\$0.00	\$0.00	
			33	317-5940	2GB Memory (1x2GB), 1333MHz Single Ranked UDIMM	\$0.00	\$0.00	
			33	317-2022	Memory for 1CPU Platform	\$0.00	\$0.00	
			33	317-2042	X3460 Xeon Processor, 2.66 GHz8M Cache, Turbo, HT	\$0.00	\$0.00	
			33	330-5552	PowerEdge T110 Heatsink	\$0.00	\$0.00	
			33	341-6085	250GB 7.2k RPM Serial ATA 3Gbps 3.5-in Cabled Hard Drive	\$0.00	\$0.00	
			33	341-3933	No Controller	\$0.00	\$0.00	
			33	420-6320	No Operating System	\$0.00	\$0.00	
			33	430-0488	On board Network Adapter	\$0.00	\$0.00	
			33	313-7819	Baseboard Management Controller	\$0.00	\$0.00	
			33	330-5707	ODD Cable, PowerEdge R210	\$0.00	\$0.00	
			33	313-9100	16X DVD-ROM,SATA, INTERNAL	\$0.00	\$0.00	
			33	330-5704	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
			33	330-5558	Onboard SATA, 1-4 Hard Drives connected to onboard SATA Controller - No RAID	\$0.00	\$0.00	
			33	330-5113	Power Cord, NEMA 5-15P to C13 wall plug, 10 feet	\$0.00	\$0.00	
			33	905-8070	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0.00	\$0.00	
			33	988-7347	No Warranty beyond 1 year	\$0.00	\$0.00	
			33	905-1847	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0.00	\$0.00	
			33	906-2139	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
			33	900-9997	On-Site Installation Declined	\$0.00	\$0.00	
2152011	XF7PN8924, XF7R3DKC9, XF7R3DKF9, XF7PN91F2	02/24/11, 02/24/11, 02/24/11, 02/24/11	35	224-6816	PowerEdge T110 Chassis with upto 4 Cabled Hard Drives	\$560.32	\$19,611.20	J47SBP1, J47TBP1, J47VBP1, J48RBP1, J48RBP1, J48TBP1, J49RBP1, J49SBP1, J49TBP1, J48SBP1, J3MTBP1, J3NRBP1, J3NSBP1, J3NTBP1, J3QTBP1, J3PSBP1, J3PTBP1, J3QRBP1, J3QSBP1, J3PRBP1, J42SBP1, J42TBP1, J42VBP1, J43RBP1, J44TBP1, J43TBP1, J43VBP1, J44RBP1, J44SBP1, J43SBP1, J3RRBP1, J3RSBP1, J3RTBP1, J3TSBP1, J3SSBP1
			35	330-6454	SHIP.T110.NO.NO.DAO	\$0.00	\$0.00	
			35	317-5940	2GB Memory (1x2GB), 1333MHz Single Ranked UDIMM	\$0.00	\$0.00	
			35	317-2022	Memory for 1CPU Platform	\$0.00	\$0.00	
			35	317-2042	X3450 Xeon Processor, 2.66 GHz8M Cache, Turbo, HT	\$0.00	\$0.00	
			35	330-5552	PowerEdge T110 Heatsink	\$0.00	\$0.00	
			35	341-6085	250GB 7.2k RPM Serial ATA 3Gbps 3.5-in Cabled Hard Drive	\$0.00	\$0.00	
			35	341-3933	No Controller	\$0.00	\$0.00	
			35	420-6320	No Operating System	\$0.00	\$0.00	
			35	430-0488	On board Network Adapter	\$0.00	\$0.00	
			35	313-7819	Baseboard Management Controller	\$0.00	\$0.00	
			35	330-5707	ODD Cable, PowerEdge R210	\$0.00	\$0.00	
			35	313-9100	16X DVD-ROM,SATA, INTERNAL	\$0.00	\$0.00	

Initial   
Initial 



Volume Drive, Inc.  
Schedule 1 Revised 1  
Attachment A

PO	Invoice	Invoice Dt	Qty	Item-Number	Description	Unit Price	Amount	Serial
			35	330-5704	Electronic System Documentation and OpenManage DVD Kit	\$0 00	\$0 00	
			35	330-5558	Onboard SATA, 1-4 Hard Drives connected to onboard SATA Controller - No RAID	\$0 00	\$0 00	
			35	330-5113	Power Cord, NEMA 5-15P to C13 wall plug, 10 feet	\$0 00	\$0 00	
			35	905-8070	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0 00	\$0 00	
			35	988-7347	No Warranty beyond 1 year	\$0 00	\$0 00	
			35	905-1847	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0 00	\$0 00	
			35	906-2139	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0 00	\$0 00	
			35	900-9997	On-Site Installation Declined	\$0 00	\$0 00	
2152011	XFRRC2R2	2/25/2011	5	224-6816	PowerEdge T110 Chassis with upto 4 Cabled Hard Drives	\$360 00	\$1,800 00	J3YRBP1 . J3YSBP1 . J3ZSBP1 . J3ZRPB1 . J3YTBP1
			5	330-6454	SHIP, T110, NO, NO, DAO	\$0 00	\$0 00	
			5	317-5940	2GB Memory (1x2GB), 1333MHz Single Ranked UDIMM	\$0 00	\$0 00	
			5	317-2022	Memory for 1CPU Platform	\$0 00	\$0 00	
			5	317-2042	X3450 Xeon Processor, 2.86 GHz 8M Cache, Turbo, HT	\$0 00	\$0 00	
			5	330-5652	PowerEdge T110 Heatsink	\$0 00	\$0 00	
			5	341-4158	HD Multi-Select	\$0 00	\$0 00	
			5	341-3933	No Controller	\$0 00	\$0 00	
			5	420-6320	No Operating System	\$0 00	\$0 00	
			5	430-0488	On board Network Adapter	\$0 00	\$0 00	
			5	313-7819	Baseboard Management Controller	\$0 00	\$0 00	
			5	330-5707	ODD Cable, PowerEdge R210	\$0 00	\$0 00	
			5	313-9100	16X DVD-ROM, SATA, INTERNAL	\$0 00	\$0 00	
			5	330-6704	Electronic System Documentation and OpenManage DVD Kit	\$0 00	\$0 00	
			5	330-5558	Onboard SATA, 1-4 Hard Drives connected to onboard SATA Controller - No RAID	\$0 00	\$0 00	
			5	330-5113	Power Cord, NEMA 5-15P to C13 wall plug, 10 feet	\$0 00	\$0 00	
			5	905-8070	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0 00	\$0 00	
			5	988-7347	No Warranty beyond 1 year	\$0 00	\$0 00	
			5	905-1847	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0 00	\$0 00	
			5	906-2139	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0 00	\$0 00	
			5	900-9997	On-Site Installation Declined	\$0 00	\$0 00	
			5	341-6085	260GB 7.2k RPM Serial ATA 3Gbps 3.5-In Cabled Hard Drive	\$99 00	\$495 00	
2152011	XF7PN91NB, XF7PN59T5, XF7P8P2W9, XF7P8P377	2/24/2011, 2/24/2011, 2/23/2011, 2/23/2011	33	224-6640	PowerEdge R210 Chassis with up to 2 Cabled HDs and Quad-Pack LED Diagnostics	\$696 92	\$22,998 36	HQ8RBP1 . HQ8SBP1 . HQ8TBP1 . HQ8VBP1 . HQ8TBP1 . HQ7SBP1 . HQ7TBP1 . HQ8RBP1 . HQ8SBP1 . HQ7RBP1 . HQDSBP1 . HQDTBP1 . HQFRBP1 . HQFSBP1 . HQHSBP1 . HQGRBP1 . HQGSBP1 . HQGTBP1 . HQHRBP1 . HQFTBP1 . HQ8RBP1 . HQ8SBP1 . HQ8TBP1 . HQ8VBP1 . HQ8RBP1 . HQ8SBP1 . HQ8TBP1 . HQ8VBP1
			33	330-5982	Shipping Material, PowerEdge R210	\$0 00	\$0 00	
			33	317-5941	4GB Memory (2x2GB), 1333MHz Single Ranked UDIMM	\$0 00	\$0 00	
			33	317-2022	Memory for 1CPU Platform	\$0 00	\$0 00	
			33	317-2306	X3450 Xeon Processor, 2.86GHz, 8M Cache, Turbo, HT	\$0 00	\$0 00	
			33	317-2311	PowerEdge R210 Heatsink	\$0 00	\$0 00	
			33	341-4158	HD Multi-Select	\$0 00	\$0 00	

Initial   
Initial 

Volume Drive, Inc  
 Schedule 1 Revised 1  
 Attachment A

PO	Invoice	Invoice Dt	Qty	Item-Number	Description	Unit Price	Amount	Serial
			33	341-3933	No Controller	\$0 00	\$0 00	
			33	420-8320	No Operating System	\$0 00	\$0 00	
			33	430-2008	On-Board Dual Gigabit Network Adapter	\$0 00	\$0 00	
			33	313-7919	Baseboard Management Controller	\$0 00	\$0 00	
			33	330-5412	No Internal Optical Drive	\$0 00	\$0 00	
			33	313-7839	Bezel	\$0 00	\$0 00	
			33	313-8491	Electronic System Documentation and OpenManage DVD Kit	\$0 00	\$0 00	
			33	330-5367	Onboard SATA, 1-2 Hard Drives connected to onboard SATA Controller - No RAID	\$0 00	\$0 00	
			33	330-3522	No Rack Rails or Cable Management Arm	\$0 00	\$0 00	
			33	310-9057	No Power Cord	\$0 00	\$0 00	
			33	905-0952	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended	\$0 00	\$0 00	
			33	905-8480	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0 00	\$0 00	
			33	905-1937	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0 00	\$0 00	
			33	905-3588	Dell Hardware Limited Warranty Extended Year	\$0 00	\$0 00	
			33	904-4019	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	\$0 00	\$0 00	
			33	906-2209	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0 00	\$0 00	
			33	900-9997	On-Site Installation Declined	\$0 00	\$0 00	
			33	926-2979	Proactive Maintenance Service Declined	\$0 00	\$0 00	
			33	341-6085	260GB 7.2k RPM Serial ATA 3Gbps 3.5-in Cabled Hard Drive	\$48 84	\$1,615 02	
			33	330-6392	Energy Star for Compute Servers Qualified	\$0 00	\$0 00	
2152011	XF7NK7584	2/22/2011	1	224-8664	PE R510 Chassis for Up to Four 3.5" Cabled Hard Drives, LED	\$2,301 79	\$2,301 79	CBP86Q1
			1	330-5462	PowerEdge R510 Shipping	\$0 00	\$0 00	
			1	317-5875	16GB Memory (8x2GB), 1333MHz Single Ranked UDIMMs for 2 Processors, Optimized	\$0 00	\$0 00	
			1	317-4112	Intel Xeon E5620 2.4GHz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0 00	\$0 00	
			1	317-2374	PE R510 Heatsink for 2 Processors	\$0 00	\$0 00	
			1	317-4124	Intel Xeon E5620 2.4GHz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0 00	\$0 00	
			1	341-4168	HD Multi-Select	\$0 00	\$0 00	
			1	330-5575	PERC Battery Cable, R510	\$0 00	\$0 00	
			1	330-5578	PERC SAS 6/IR Cable, 4HD	\$0 00	\$0 00	
			1	341-9809	PERCBI Controller	\$0 00	\$0 00	
			1	420-8320	No Operating System	\$0 00	\$0 00	
			1	313-7919	Baseboard Management Controller	\$0 00	\$0 00	
			1	313-7543	No Internal Optical Drive	\$0 00	\$0 00	
			1	313-8651	Bezel	\$0 00	\$0 00	
			1	313-8652	Electronic System Documentation and OpenManage DVD Kit	\$0 00	\$0 00	
			1	330-5280	Dell Management Console	\$0 00	\$0 00	
			1	330-5490	RAID 1 for PERC/SAS 6lr, PERC H200/H700 Controllers, x4 Chassis	\$0 00	\$0 00	
			1	330-5466	Sliding Ready Rails	\$0 00	\$0 00	
			1	905-6667	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0 00	\$0 00	
			1	905-7218	Dell Hardware Limited Warranty Extended Year	\$0 00	\$0 00	
			1	906-0202	Basic: Business Hours (5x10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended	\$0 00	\$0 00	
			1	906-6299	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0 00	\$0 00	

Initial   
 Initial 

Volume Drive, Inc.  
Schedule 1 Revised 1  
Attachment A

PO	Invoice	Invoice Dt	Qty	Item-Number	Description	Unit Price	Amount	Serial
			1	906-9490	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0 00	\$0 00	
			1	994-4019	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	\$0 00	\$0 00	
			1	900-9997	On-Site Installation Declined	\$0 00	\$0 00	
			1	330-6582	480 Watt Non-Redundant Power Supply	\$0 00	\$0 00	
			1	310-8509	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet/3 meter	\$0 00	\$0 00	
			2	341-9208	250GB 7 2K RPM SATA 3 5" Cabled Hard Drive	\$0 00	\$0 00	
2282011	XFXM2MP9	3/2/2011	1	224-8664	PE R510 Chassis for Up to Four 3 5" Cabled Hard Drives, LED	\$2,676 64	\$2,676 64	8YSS8Q1
			1	330-5462	PowerEdge R510 Shipping	\$0 00	\$0 00	
			1	317-5879	32GB Memory (8x4GB), 1333MHz Dual Ranked RDIMMs for 2 Processor, Optimized	\$0 00	\$0 00	
			1	317-4112	Intel Xeon E5620 2 4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0 00	\$0 00	
			1	317-4124	Intel Xeon E5620 2 4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0 00	\$0 00	
			1	317-2374	PE R510 Heatsink for 2 Processors	\$0 00	\$0 00	
			1	341-4168	HD Multi-Select	\$0 00	\$0 00	
			1	342-0468	SAS6IR SAS RAID Controller	\$0 00	\$0 00	
			1	330-8578	PERC SAS 6IR Cable, 4HD	\$0 00	\$0 00	
			1	420-6320	No Operating System	\$0 00	\$0 00	
			1	313-7918	Baseboard Management Controller	\$0 00	\$0 00	
			1	313-7543	No Internal Optical Drive	\$0 00	\$0 00	
			1	313-8551	Bezel	\$0 00	\$0 00	
			1	313-8552	Electronic System Documentation and OpenManage DVD Kit	\$0 00	\$0 00	
			1	330-5480	RAID 1 for PERC/SAS 6ir, PERC H200/H700 Controllers, x4 Chassis	\$0 00	\$0 00	
			1	330-5485	Sliding Ready Rails	\$0 00	\$0 00	
			1	330-6582	480 Watt Non-Redundant Power Supply	\$0 00	\$0 00	
			1	310-8509	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet/3 meter	\$0 00	\$0 00	
			1	906-0202	Basic: Business Hours (5x10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended	\$0 00	\$0 00	
			1	906-9490	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0 00	\$0 00	
			1	905-6667	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0 00	\$0 00	
			1	906-7218	Dell Hardware Limited Warranty Extended Year	\$0 00	\$0 00	
			1	994-4019	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	\$0 00	\$0 00	
			1	906-8289	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0 00	\$0 00	
			1	900-9997	On-Site Installation Declined	\$0 00	\$0 00	
			1	341-9208	250GB 7 2K RPM SATA 3 5" Cabled Hard Drive	\$60 81	\$60 81	
			1	341-9208	250GB 7 2K RPM SATA 3 5" Cabled Hard Drive	\$60 81	\$60 81	
			1	463-0742	Special Pricing Applied	\$0 00	\$0 00	
2282011	XF875FXK3	3/15/2011	33	330-8301	2/4-Post Static Rails for 1U and 2U Systems, Customer Installation	\$68 99	\$2,308 67	

Equipment Installation  
JOSH BOHANNON  
VOLUMEDRIVE INC  
422 PRESCOTT AVE  
SCRANTON, PA 185102314

Equipment	\$72,419.86
Install/Labor Due Upfront	\$0.00
Maintenance Due Upfront	\$0.00
Software/License Due Upfront	\$0.00
Shipping Due Upfront	\$0.00
<b>Total</b>	<b>\$72,419.86</b>

Initial  
  
Initial

File Number: 2011040606704  
 Date Filed: 04/04/2011 08:00 AM  
 Carol Aichele  
 Acting Secretary of the Commonwealth

### UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional) Mary Schloesser 952-895-3336	
B SEND ACKNOWLEDGMENT TO: (Name and Address) Data Sales Co., Inc. 3450 W Burnsville Parkway Burnsville, MN 55337	

Commonwealth of Pennsylvania  
 UCC1 Initial Filing 2 Page(s)



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 Volumedrive Inc				
OR 1b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c MAILING ADDRESS 1143 Northern Boulevard		CITY Clarks Summit	STATE PA	POSTAL CODE 18411
COUNTRY USA				
1d SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION Corporation	1f JURISDICTION OF ORGANIZATION PA	1g ORGANIZATIONAL ID # if any 3830949 <input type="checkbox"/> NONE

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

2a ORGANIZATION'S NAME				
OR 2b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE
COUNTRY				
2d SEE INSTRUCTIONS	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 Data Sales Co., Inc. Charter # DC 2H-474				
OR 3b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c MAILING ADDRESS 3450 W Burnsville Parkway		CITY Burnsville	STATE MN	POSTAL CODE 55337
COUNTRY				

4 This FINANCING STATEMENT covers the following collateral:

Lease 53-10191, Sch #1. Equipment/Models as listed but not limited to: P/N 224-6816, S/N J3ZTBP1, J40RBP1, J40SBP1, J40TBP1, J42RBP1, J41RBP1, J41SBP1, J41TBP1, J41VBP1, J40VBP1, J44VBP1, J45RBP1, J45SBP1, J45TBP1, J47RBP1, J46RBP1, J46SBP1, J46TBP1, J46VBP1, J45VBP1, J3TTBP1, J3VRBP1, J3VSBP1, J3VTBP1, J3XTBP1, J3WSBP1, J3WTBP1, J3XRBP1, J3XSBP1, J3WRBP1, J3STBP1, J3TRBP1, J3SRBP1, J47SBP1, J47TBP1, J47VBP1, J48RBP1, J4BRBP1, J48TBP1, J49RBP1, J49SBP1, J49TBP1, J48SBP1, J3MTBP1, J3NRBP1, J3NSBP1, J3NTBP1, J3QTBP1, J3PSBP1, J3PTBP1, J3QRBP1, J3QSBP1, J3PRBP1, J42SBP1, J42TBP1, J42VBP1, J43RBP1, J44TBP1, J43TBP1, J43VBP1, J44RBP1, J44SBP1, J43SBP1, J3RRBP1, J3RSBP1, J3RTBP1, J3TSBP1, J3SSBP1, J3YRBP1, J3YSBP1, J3ZSBP1, J3ZRBP1, J3YTBP1. P/N 224-6640, S/N HQ6RBP1, HQ6SBP1, HQ6TBP1, HQ6VBP1, HQ8TBP1, HQ7SBP1, HQ7TBP1, HQ8RBP1, HQ8SBP1, HQ7RBP1, HQDSBP1, HQDTBP1, HQFRBP1, HQFSBP1, HQHSBP1, HQGRBP1, HQGSBP1, HQGTBP1, HQHRBP1, HQFTBP1, HQ9RBP1, HQ9SBP1, HQ9TBP1, HQBRBP1, HQDRBP1, HQBTBP1, HQCRBP1, HQCSBP1, HQCTBP1, HQBSBP1, HQHTBP1, HQJSBP1, HQJRBP1. P/N 224-8664, S/N CBP86Q1, 8YSS8Q1. This is a lease transaction. Ownership remains with the secured party. Notice is filed pursuant to the Uniform Commercial Code as adopted in this state.





Commonwealth of Pennsylvania  
Department of State - Corporation Bureau  
Carol Aichele

UNIFORM COMMERCIAL CODE FILING ACKNOWLEDGMENT

04/06/2011

Data Sales Co  
3450 West Burnsville Parkway  
Burnsville, MN 55337

File Number: 2011040606704 Filing Date: 04/04/2011 8:00 AM Filing Type: UCC  
Lapse Date: 04/04/2016

Pages: 2

**Indexed Debtor(s):**

Commercial: Volumedrive Inc, 1143 Northern Boulevard, Clarks Summit, PA, 18411

**Secured Party(s) / Assignee(s):**

Commercial: Data Sales Co., Inc. Charter # DC 2H-474, 3450 W Burnsville Parkway, Burnsville, MN, 55337, United States

**Other Information:**

Please review the above information that was indexed in our database. We have indexed the above information exactly as it was presented on your enclosed filing. If there is an error please contact our office at the number listed below. If you wish to make a change from your original document an amendment (UCC-3) with the appropriate fee is required.

**UCC Filing Fees:**

UCC-1 and UCC-3	\$84.00
UCC-11	\$12.00
Copies	\$3.00

Please refer to the Secretary of State's web page at [www.dos.state.pa.us/corps](http://www.dos.state.pa.us/corps) for additional filing information.

206 North Office Building  
Harrisburg, PA 17120  
(717) 787-1057  
[www.dos.state.pa.us/corps](http://www.dos.state.pa.us/corps)

Exhibit A

EQUIPMENT SCHEDULE NO. 2

TO

Master Equipment Lease No. 53-10191 DATED 2/11/11 ("Lease")

between ***data sales co., inc.*** ("Lessor")

and Volumedrive Inc ("Lessee")

1. EQUIPMENT

Qty.	Machine Type	Model/ Feature	Serial Number	Description	Payment	Initial Term
				Schedule 2 – See 2 Page Attachment A	\$2,270.85	24

2. EQUIPMENT LOCATION:  
See Attachment A

TOTAL: \$2,270.85

This Equipment Schedule is appended to and made a part of the Lease described above. All terms, covenants and conditions set forth in the Master Equipment Lease are incorporated herein by reference as if the same had been set forth herein in full.

- 3. INCORPORATION OF TERMS AND PROVISIONS: This Equipment Schedule incorporates the terms and conditions of the Master Equipment Lease Number 53-10191 dated 2/11/11 between Lessor and Lessee. Terms used in this Equipment Schedule and not otherwise defined shall have the meaning ascribed thereto in the Master Equipment Lease.
- 4. ENTIRE AGREEMENT: This Equipment Schedule, together with the incorporated terms and conditions contained in the Master Equipment Lease, constitutes the entire agreement between Lessee and Lessor and supersedes all prior and contemporaneous writings, understandings, and agreements. No waiver, consent, modification or change of terms of this Lease shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Lease which are in addition to or inconsistent with the terms and conditions of this Lease will not be binding on Lessor and will not apply to this Lease. Lessee by the signature below of its authorized representative acknowledges that it has read this Lease, understands it, and agrees to be bound by its terms and conditions.
- 5. ADDITIONAL PROVISIONS: This Lease is collateralized under a Security Agreement dated 2/11/11 between Lessee and Lessor in which Lessee grants Lessor a senior security interest in all of the assets defined as the Collateral in the Security Agreement.
- 6. INSTALLATION DATE: \_\_\_\_\_ If this space is not completed, the Installation Date of Equipment shall be the fifth (5<sup>th</sup>) business day following delivery of such Equipment to the Equipment Location described herein
- 7. COMMENCEMENT DATE: as set forth in paragraph 2(B) of the Master Equipment Lease.
- 8. INITIAL TERM: 24 months.
- 9. TOTAL MONTHLY EQUIPMENT SCHEDULE PAYMENT: \$2,270.85 \*

\*plus applicable taxes, if any

LESSEE: Volumedrive Inc  
 By: [Signature]  
 Title: Pres/CEO  
 Date: 5/2/11

LESSOR: DATA SALES CO. INC.  
 By: [Signature]  
 Title: PAUL C. BRECKNER  
PRESIDENT/CEO  
 Date: 4/17/11

VolumeDrive Inc.  
Schedule 2  
Attachment A

Vendor	Quote	Order	PO	Invoice	Invoice Dt	Qty	Item Number	Description	Unit Price	Amount	Serial
Dell	57815282	045159513 045159695 045159720 045159051	2202011	XF6JX8RC7 XF6M58DJ2 XF6JXDNM4 XF6KFMRA2	3/27/2011 3/28/2011 3/27/2011 3/28/2011	40	224-6640	PowerEdge R210 Chassis with up to 2 Cabled HDs and Quad-Pack LED Diagnostics	\$740.00	\$20,016.00	J57JCP1, J57KCP1, J57QCP1, J57RCP1, J57SCP1, J58HCP1, J58JCP1, J58KCP1, J58PCP1, J58QCP1, J58RCP1, J58SCP1, J59HCP1, J59JCP1, J59KCP1, J59PCP1, J59QCP1, J59RCP1, J59SCP1, J58HCP1, J59PCP1, HR2KCP1, HR2QCP1, HR2RCP1, HR2SCP1, HR3HCP1, HR3JCP1, HR3KCP1, HR3QCP1, HR3RCP1, HR3SCP1, HR0RCP1, HR0SCP1, HR1HCP1, HR1JCP1, HR1KCP1, HR1QCP1, HR1RCP1, HR1SCP1, HR2HCP1, HR2JCP1
						40	330-5362	Shipping Material, PowerEdge R210	\$0.00	\$0.00	
						40	317-2022	Memory for 1CPU Platform	\$0.00	\$0.00	
						40	317-5940	2GB Memory (1x2GB), 1333MHz Single Ranked UDIMM	\$0.00	\$0.00	
						40	317-2306	X3450 Xeon Processor, 2.66GHz, 0M Cache, Turbo, HT	\$0.00	\$0.00	
						40	317-2311	PowerEdge R210H Heatsink	\$0.00	\$0.00	
						40	341-4158	HD Multi-Select	\$0.00	\$0.00	
						40	341-3933	No Controller	\$0.00	\$0.00	
						40	420-6320	No Operating System	\$0.00	\$0.00	
						40	430-2009	On-Board Dual Gigabit Network Adaptor	\$0.00	\$0.00	
						40	313-7819	Baseboard Management Controller	\$0.00	\$0.00	
						40	313-0128	DVD ROM, SATA, INTERNAL	\$0.00	\$0.00	
						40	330-5411	ODD Cable, PowerEdge R210	\$0.00	\$0.00	
						40	313-8869	No Bezel	\$0.00	\$0.00	
						40	313-8491	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
						40	330-5280	Dell Management Console	\$0.00	\$0.00	
						40	330-6367	Onboard SATA, 1-2 Hard Drives connected to onboard SATA Controller - No RAID	\$0.00	\$0.00	
						40	330-4138	2/4 - Static Post Static Rails	\$0.00	\$0.00	
						40	905-0852	Basic: Business Hours (5x10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended	\$0.00	\$0.00	
						40	905-1937	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0.00	\$0.00	
						40	905-3588	Dell Hardware Limited Warranty Extended Year	\$0.00	\$0.00	
						40	905-0480	Basic: Business Hours (5x10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0.00	\$0.00	
						40	606-2200	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
						40	894-4010	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	\$0.00	\$0.00	
						40	900-9997	On-Site Installation Declined	\$0.00	\$0.00	
						40	330-5113	Power Cord, NEMA 5-15P to C13 wall plug, 10 feet	\$0.00	\$0.00	
						40	341-6085	250GB 7.2k RPM Serial ATA 3Gbps 3.5-In Cabled Hard Drive	\$0.00	\$0.00	
Dell	578580310	045159547 045159802	2282011	XF6JX8TM7 XF6JXOWP3	3/27/2011 3/27/2011	18	224-6610	PowerEdge T110 Chassis with upto 4 Cabled Hard Drives	\$560.32	\$10,095.76	HMSGCP1, HMSHCP1, HMSJCP1, HMSKCP1, HMSGCP1, HMSGCP1, HMSGCP1, HMSGCP1, HMSGCP1, HMQGCP1, HMQGCP1, HMQGCP1, HMQGCP1, HMRHCP1, HMRJCP1, HMRKCP1, HMRPCP1, HMRQCP1, HMRRCP1
						18	330-6464	SHIP, T110, NO, NO, DAO	\$0.00	\$0.00	
						18	317-2022	Memory for 1CPU Platform	\$0.00	\$0.00	
						18	317-5940	2GB Memory (1x2GB), 1333MHz Single Ranked UDIMM	\$0.00	\$0.00	
						18	317-2042	X3450 Xeon Processor, 2.66 GHz 8M Cache, Turbo, HT	\$0.00	\$0.00	
						18	330-5592	PowerEdge T110 Heatsink	\$0.00	\$0.00	
						18	341-4158	HD Multi-Select	\$0.00	\$0.00	
						18	341-3933	No Controller	\$0.00	\$0.00	
						18	420-6320	No Operating System	\$0.00	\$0.00	
						18	430-0486	On board Network Adaptor	\$0.00	\$0.00	
						18	313-7919	Baseboard Management Controller	\$0.00	\$0.00	
						18	313-9100	T8X DVD-ROM, SATA, INTERNAL	\$0.00	\$0.00	
						18	330-5707	ODD Cable, PowerEdge R210	\$0.00	\$0.00	
						18	330-5704	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
						18	330-5558	Onboard SATA, 1-4 Hard Drives connected to onboard SATA Controller - No RAID	\$0.00	\$0.00	
						18	905-1647	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0.00	\$0.00	
						18	905-0070	Basic: Business Hours (5x10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0.00	\$0.00	
						18	906-2138	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
						18	888-7347	No Warranty beyond 1 year	\$0.00	\$0.00	
						18	900-9997	On-Site Installation Declined	\$0.00	\$0.00	
						18	330-5113	Power Cord, NEMA 5-15P to C13 wall plug, 10 feet	\$0.00	\$0.00	
						18	341-6085	250GB 7.2k RPM Serial ATA 3Gbps 3.5-In Cabled Hard Drive	\$0.00	\$0.00	

VolumeDrive Inc.  
Schedule 2  
Attachment A

Vendor	Quote	Order	PO	Invoice	Invoice Dt	Qty	Item Number	Description	Unit Price	Amount	Serial
Dell	578330685	645159604	2282011	KFBJK9XD3	3/27/2011	5	1224-8818	PowerEdge T110 Chassis with upto 4 Cabled Hard Drives	\$458.00	\$2,294.00	HMTKCP1 HMTKCP1 HMTKCP1 HMTKCP1 HMTKCP1
						5	330-6484	BHP T110 NO ND DAO	\$0.00	\$0.00	
						5	317-2022	Memory for 1CPU Platform	\$0.00	\$0.00	
						5	317-5940	2GB Memory (1x2GB), 1333MHz Single Ranked UDIMM	\$0.00	\$0.00	
						5	317-2042	X3450 Xeon Processor, 2.66 GHz/10M Cache, Turbo, HT	\$0.00	\$0.00	
						5	330-5552	PowerEdge T110 Heatsink	\$0.00	\$0.00	
						5	341-4158	HD Multi-Select	\$0.00	\$0.00	
						5	341-3833	No Controller	\$0.00	\$0.00	
						5	420-6320	No Operating System	\$0.00	\$0.00	
						5	430-0488	On board Network Adapter	\$0.00	\$0.00	
						5	313-7819	Baseboard Management Controller	\$0.00	\$0.00	
						5	313-8100	16X DVD-ROM SATA, INTERNAL	\$0.00	\$0.00	
						5	330-5707	ODD Cable, PowerEdge R210	\$0.00	\$0.00	
						5	330-5704	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
						5	330-5558	Onboard SATA, 1-4 Hard Drives connected to onboard SATA Controller - No RAID	\$0.00	\$0.00	
						5	905-1847	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0.00	\$0.00	
						5	905-8070	Basic Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0.00	\$0.00	
						5	906-2130	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
						5	988-7347	No Warranty beyond 1 year	\$0.00	\$0.00	
						5	900-9997	On-Site Installation Declined	\$0.00	\$0.00	
						5	330-5113	Power Cord, NEMA 5-15P to C13 wall plug, 10 feet	\$0.00	\$0.00	
						5	341-6085	250GB 7.2K RPM Serial ATA 3Gbps 3.5" In Cabled Hard Drive	\$0.00	\$0.00	
Dell	578658232	645150840	2202011	KFBJCRN26	3/25/2011	2	224-8666	PE R510 Chassis for Up to Eight Hot Swap Hard Drives and Intel® 65XX Processors	\$2,800.24	\$5,760.48	57B5DQ1 47B5DQ1
						2	330-5462	PowerEdge R510 Shipping	\$0.00	\$0.00	
						2	317-5878	32GB Memory (8x4GB), 1333MHz Dual Ranked RDIMMs for 2 Processor, Optimized	\$0.00	\$0.00	
						2	317-4112	Intel Xeon E5620 2.4GHz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0.00	\$0.00	
						2	317-2374	PE R510 Heatsink for 2 Processors	\$0.00	\$0.00	
						2	317-4124	Intel Xeon E5620 2.4GHz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0.00	\$0.00	
						2	341-4158	HD Multi-Select	\$0.00	\$0.00	
						2	330-5574	PERC/SAS 6IR Cable, 6HD	\$0.00	\$0.00	
						2	330-5575	PERC Battery Cable, R510	\$0.00	\$0.00	
						2	341-9809	PERC8 Controller	\$0.00	\$0.00	
						2	420-6320	No Operating System	\$0.00	\$0.00	
						2	313-7819	Baseboard Management Controller	\$0.00	\$0.00	
						2	313-7543	No Internal Optical Drive	\$0.00	\$0.00	
						2	313-8800	No Bezel	\$0.00	\$0.00	
						2	313-8552	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
						2	330-5280	Dell Management Console	\$0.00	\$0.00	
						2	330-5495	RAID 1 for PERC/SAS 6ir, PERC H200/H700 Controllers, x8 Chassis	\$0.00	\$0.00	
						2	330-5465	Sliding Ready Rails	\$0.00	\$0.00	
						2	905-6289	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
						2	909-3367	Dell Hardware Limited Warranty Plus On Site Service, 15 Months	\$0.00	\$0.00	
						2	909-3410	Dell Hardware Limited Warranty Plus On Site Service, Extended Year(s)	\$0.00	\$0.00	
						2	923-5832	Basic Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair, 24 Months Extended	\$0.00	\$0.00	
						2	926-8800	Basic Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair, 15 Months	\$0.00	\$0.00	
						2	994-4019	Basic support covers BATA Hard Drive for 1 year only regardless of support duration on the system	\$0.00	\$0.00	
						2	900-9997	On-Site Installation Declined	\$0.00	\$0.00	
						2	330-8597	750 Watt Non-Redundant Power Supply	\$0.00	\$0.00	
						2	310-8509	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet/3 meter	\$0.00	\$0.00	
						4	341-8727	250GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive	\$0.00	\$0.00	

Equipment Installation  
JOSH BOHANNON  
VOLUMEDRIVE INC  
423 PRESCOTT AVE  
SCRANTON, PA 185102314

Equipment	\$47,757.18
Install/Labor Due Upfront	\$0.00
Maintenance Due Upfront	\$0.00
Software/License Due Upfront	\$0.00
Shipping Due Upfront	\$0.00
<b>Total</b>	<b>\$47,757.18</b>

Initials  
JBS



INNOVATIVE TECHNOLOGY LEASING

3450 West Burnsville Parkway | Burnsville, MN 55337  
Main: 952.890.8838 | Fax: 952.890.8917  
www.datasales.com

### Certificate of Delivery And Acceptance

RE: Equipment Lease No. 53-10191 Schedule 2  
Purchase Order No. \_\_\_\_\_  
Dated 2/11/11  
Between Data Sales Co., Inc. (Lessor)  
and Volumedrive Inc (Lessee)

The undersigned hereby acknowledges and certifies receipt of the Machines/Equipment described below which is covered by the above named Equipment Lease/Purchase Order. The undersigned further acknowledges that all equipment items described below were received on or before \_\_\_\_\_, are in good working order and are acceptable to the undersigned for its use on the 2 day of MAY 2011

Qty.	Machine Type	Model/ Feature	Description	Serial #
			Lease Schedule 2 – See 2 Page Attachment A	

Accepted by  
Lessee: Volumedrive Inc  
By [Signature]  
Title VIC/CEO

Volume Drive Inc.  
Schedule 2  
Attachment A

Vendor	Quote	Order	PO	Invoice	Invoice Dt	Qty	Item Number	Description	Unit Price	Amount	Serial
Dell	578185282	645159513, 645159685, 645159720, 645150051	2202011	XF8JXRC7, XF8M58DJ2, XF8JXDNM4, XF8KFM42	3/27/2011, 3/28/2011, 3/27/2011, 3/20/2011	40	224-8640	PowerEdge R210 Chassis with up to 2 Cabled HDs and Quad-Pack LED Diagnostics	\$740.40	\$20,016.00	J57JCP1, J57KCP1, J57QCP1, J57RCP1, J57SCP1, J58HCP1, J58JCP1, J58KCP1, J58PCP1, J58QCP1, J58RCP1, J58SCP1, J59HCP1, J59JCP1, J59KCP1, J59PCP1, J59QCP1, J59RCP1, J59SCP1, J50PCP1, HR2KCP1, HR2QCP1, HR2RCP1, HR2SCP1, HR3HCP1, HR3JCP1, HR3KCP1, HR3QCP1, HR3RCP1, HR3SCP1, HR0RCP1, HR0SCP1, HR1HCP1, HR1JCP1, HR1KCP1, HR1QCP1, HR1RCP1, HR1SCP1, HR2HCP1, HR2JCP1
						40	330-5362	Shipping Material, PowerEdge R210	\$0.00	\$0.00	
						40	317-2022	Memory for 1CPU Platform	\$0.00	\$0.00	
						40	317-5940	2GB Memory (1x2GB), 1333MHz Single Ranked UDIMM	\$0.00	\$0.00	
						40	317-2306	X3450 Xeon Processor 2.68GHz, 8M Cache, Turbo, HT	\$0.00	\$0.00	
						40	317-2311	PowerEdge R210 Heat Sink	\$0.00	\$0.00	
						40	341-4180	HD Multi-Select	\$0.00	\$0.00	
						40	341-3933	No Controller	\$0.00	\$0.00	
						40	420-8320	No Operating System	\$0.00	\$0.00	
						40	430-2608	On-Board Dual Gigabit Network Adapter	\$0.00	\$0.00	
						40	313-7919	Baseboard Management Controller	\$0.00	\$0.00	
						40	313-9128	DVD ROM, SATA, INTERNAL	\$0.00	\$0.00	
						40	330-5411	ODD Cable, PowerEdge R210	\$0.00	\$0.00	
						40	313-0869	No Bezel	\$0.00	\$0.00	
						40	313-0491	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
						40	330-6260	Dell Management Console	\$0.00	\$0.00	
						40	330-6367	Onboard SATA, 1-2 Hard Drives connected to onboard SATA Controller - No RAID	\$0.00	\$0.00	
						40	330-4138	24, Static Post Static Rails	\$0.00	\$0.00	
						40	905-0952	Basic Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended	\$0.00	\$0.00	
						40	905-1937	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0.00	\$0.00	
						40	905-3568	Dell Hardware Limited Warranty Extended Year	\$0.00	\$0.00	
						40	905-0480	Basic Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0.00	\$0.00	
						40	906-2208	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
						40	594-4019	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	\$0.00	\$0.00	
						40	900-9997	On-Site Installation Declined	\$0.00	\$0.00	
						40	330-5113	Power Cord, NEMA 5-15P to C13 wall plug, 10 feet	\$0.00	\$0.00	
						40	341-6085	250GB 7.2k RPM Serial ATA 3Gbps 3.5-In Cabled Hard Drive	\$0.00	\$0.00	
Dell	570550310	645159547, 645159802	2282011	XF8JX8YM7, XF8JX0WP3	3/27/2011, 3/27/2011	18	224-6816	PowerEdge T110 Chassis with upto 4 Cabled Hard Drives	\$560.32	\$10,085.76	HMSQCP1, HMSHCP1, HMSJCP1, HMSKCP1, HMSPCP1, HMSQCP1, HMSRCP1, HMTGCP1, HMQPCP1, HMQQCP1, HMQRCP1, HMRGCP1, HMRHCP1, HMRJCP1, HMRKCP1, HMRRCP1, HMRQCP1, HMRRCP1
						18	330-6454	SHIP T110, NO NO DAD	\$0.00	\$0.00	
						18	317-2022	Memory for 1CPU Platform	\$0.00	\$0.00	
						18	317-5940	2GB Memory (1x2GB), 1333MHz Single Ranked UDIMM	\$0.00	\$0.00	
						18	317-2042	X3450 Xeon Processor 2.68 GHz 8M Cache, Turbo, HT	\$0.00	\$0.00	
						18	330-5552	PowerEdge T110 Heat Sink	\$0.00	\$0.00	
						18	341-4158	HD Multi-Select	\$0.00	\$0.00	
						18	341-3933	No Controller	\$0.00	\$0.00	
						18	420-8320	No Operating System	\$0.00	\$0.00	
						18	430-0488	On board Network Adapter	\$0.00	\$0.00	
						18	313-7919	Baseboard Management Controller	\$0.00	\$0.00	
						18	313-9100	16X DVD-ROM, SATA, INTERNAL	\$0.00	\$0.00	
						18	330-5707	ODD Cable, PowerEdge R210	\$0.00	\$0.00	
						18	330-6704	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
						18	330-5556	Onboard SATA, 1-4 Hard Drives connected to onboard SATA Controller - No RAID	\$0.00	\$0.00	
						18	905-1847	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0.00	\$0.00	
						18	905-6070	Basic Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0.00	\$0.00	
						18	900-2130	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
						18	888-7347	No Warranty beyond 1 year	\$0.00	\$0.00	
						18	900-9997	On-Site Installation Declined	\$0.00	\$0.00	
						18	330-5113	Power Cord, NEMA 5-15P to C13 wall plug, 10 feet	\$0.00	\$0.00	
						18	341-6085	250GB 7.2k RPM Serial ATA 3Gbps 3.5-In Cabled Hard Drive	\$0.00	\$0.00	

Handwritten initials and signature.

VolumeDrive Inc.  
Schedule 2  
Attachment A

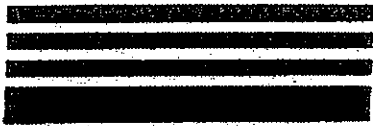
Vendor	Quote	Order	PO	Invoice	Invoice Dt	Qty	Item Number	Description	Unit Price	Amount	Serial
Dell	570338665	645159604	2202011	XFB/J9XKD3	3/27/2011	5	224-6816	PowerEdge T110 Chassis with upto 4 Cabled Hard Drives	\$458 00	\$2 294.85	HMTKCP1. HMTJCP1. HMTKCP1. HMTQCP1
						5	330-8454	SHIP T110 NO NO DAO	\$0.00	\$0.00	
						5	317-2022	Memory for 1CRU Platform	\$0.00	\$0.00	
						5	317-5040	2GB Memory (1x2GB), 1333MHz Single Ranked UDIMM	\$0.00	\$0.00	
						5	317-2042	X3460 Xeon Processor, 2.69 GHz 8M Cache, Turbo, HT	\$0.00	\$0.00	
						5	330-8552	PowerEdge T110 Heatlink	\$0.00	\$0.00	
						5	341-4150	HD Multi-Select	\$0.00	\$0.00	
						5	341-3933	No Controller	\$0.00	\$0.00	
						5	420-8320	No Operating System	\$0.00	\$0.00	
						5	430-0488	On board Network Adaptor	\$0.00	\$0.00	
						5	313-7010	Baseboard Management Controller	\$0.00	\$0.00	
						5	313-9100	16X DVD-ROM SATA, INTERNAL	\$0.00	\$0.00	
						5	330-5707	ODD Cable, PowerEdge R210	\$0.00	\$0.00	
						5	330-5704	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
						5	330-5550	Onboard SATA, 1-4 Hard Drives connected to onboard SATA Controller - No RAID	\$0.00	\$0.00	
						5	005-1847	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0.00	\$0.00	
						5	005-8070	Basic: Business Hours (8X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0.00	\$0.00	
						5	006-2139	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
						5	008-7347	No Warranty beyond 1 year	\$0.00	\$0.00	
						5	000-0007	On-Site Installation Declined	\$0.00	\$0.00	
						5	330-5113	Power Cord, NEMA 5-15P to C13 wall plug, 10 feet	\$0.00	\$0.00	
						5	341-6085	250GB 7.2k RPM Serial ATA 3Gbps 3.5" In Cabled Hard Drive	\$0.00	\$0.00	
Dell	578658232	645159646	2202011	XFDJCRN26	3/25/2011	2	224-8665	PE R510 Chassis for Up to Eight Hot Swap Hard Drives and Intel® 56XX Processors	\$2,800 24	\$5,760 48	57B5001. 47B5001
						2	330-5492	PowerEdge R510 Shipping	\$0.00	\$0.00	
						2	317-5079	32GB Memory (8x4GB), 1333MHz Dual Ranked RDIMMs for 2 Processor Optimized	\$0.00	\$0.00	
						2	317-4112	Intel Xeon E5620 2.4GHz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0.00	\$0.00	
						2	317-2374	PE R510 Heatlink for 2 Processors	\$0.00	\$0.00	
						2	317-4124	Intel Xeon E5620 2.4GHz, 12M Cache Turbo, HT, 1066MHz Max Mem	\$0.00	\$0.00	
						2	341-4150	HD Multi-Select	\$0.00	\$0.00	
						2	330-5674	PERC/SAS 6/IR Cable, 6HD	\$0.00	\$0.00	
						2	330-5575	PERC Battery Cable, R510	\$0.00	\$0.00	
						2	341-8800	PERC/i Controller	\$0.00	\$0.00	
						2	420-8320	No Operating System	\$0.00	\$0.00	
						2	313-7010	Baseboard Management Controller	\$0.00	\$0.00	
						2	313-7543	No Internal Optical Drive	\$0.00	\$0.00	
						2	313-0800	No Bezel	\$0.00	\$0.00	
						2	313-8552	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
						2	330-5280	Dell Management Console	\$0.00	\$0.00	
						2	330-5496	RAID 1 for PERC/SAS 6IR, PERC H200/H700 Controllers, x8 Chassis	\$0.00	\$0.00	
						2	330-5485	Sliding Ready Rails	\$0.00	\$0.00	
						2	000-0209	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
						2	900-3367	Dell Hardware Limited Warranty Plus On Site Service, 15 Months	\$0.00	\$0.00	
						2	909-3410	Dell Hardware Limited Warranty Plus On Site Service, Extended Year(s)	\$0.00	\$0.00	
						2	023-5632	Basic: Business Hours (8X10) Next Business Day On Site Hardware Warranty Repair, 24 Months Extended	\$0.00	\$0.00	
						2	026-0000	Basic: Business Hours (8X10) Next Business Day On Site Hardware Warranty Repair, 15 Months	\$0.00	\$0.00	
						2	094-4019	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	\$0.00	\$0.00	
						2	000-0007	On-Site Installation Declined	\$0.00	\$0.00	
						2	330-5597	750 Watt Non-Redundant Power Supply	\$0.00	\$0.00	
						2	310-0500	Power Cord, NEMA 5-15P to C13, 10 amp, wall plug, 10 feet/3 meter	\$0.00	\$0.00	
						4	341-8727	250GB 7.2k RPM SATA 3.5" Hot Plug Hard Drive	\$0.00	\$0.00	

Equipment Installation  
JOSH BOHANNON  
VOLUMEDRIVE INC  
422 PRESCOTT AVE  
SCRANTON PA 185102314

Equipment	\$47,767.19
Install/Labor Due Upfront	\$0.00
Maintenance Due Upfront	\$0.00
Software/License Due Upfront	\$0.00
Shipping Due Upfront	\$0.00
<b>Total</b>	<b>\$47,767.19</b>

Initials  
Initials





File Number: 2011051706177  
 Date Filed: 05/17/2011 08:00 AM  
 Carol Aichele  
 Secretary of the Commonwealth

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)  
 Mary Schloesser 952-895-3336

B SEND ACKNOWLEDGMENT TO: (Name and Address)

Data Sales Co., Inc.  
 3450 W Burnsville Parkway  
 Burnsville, MN 55337

Commonwealth of Pennsylvania  
 UCC1 Initial Filing 1 Page(s)



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - insert only 928 debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
**Volumedrive Inc**

OR  
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**1143 Northern Boulevard Clarks Summit PA 18411**

1d SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
**Corporation PA 3830949**  NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only 928 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 INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  
 NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only 928 secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**Data Sales Co., Inc. Charter # DC 2H-474**

OR  
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**3450 W Burnsville Parkway Burnsville MN 55337**

4 This FINANCING STATEMENT covers the following collateral:

Lease 53-10191 Schedule 2. Equipment as listed but not limited to: 224-6640 S/N J57JCP1, J57KCP1, J57QCP1, J57RCP1, J57SCP1, J58HCP1, J58JCP1, J58KCP1, J58PCP1, J58QCP1, J58RCP1, J58SCP1, J59HCP1, J59JCP1, J59KCP1, J59QCP1, J59RCP1, J59SCP1, J5BHCP1, J59PCP1, HR2KCP1, HR2QCP1, HR2RCP1, HR2SCP1, HR3HCP1, HR3JCP1, HR3KCP1, HR3QCP1, HR3RCP1, HR3SCP1, HR0RCP1, HR0SCP1, HR1HCP1, HR1JCP1, HR1KCP1, HR1QCP1, HR1RCP1, HR1SCP1, HR2HCP1, HR2JCP1, 224-6816 S/N HMSGCP1, HMSGCP1, HMSHCP1, HMSJCP1, HMSKCP1, HMSPCP1, HMSQCP1, HMSRCP1, HMTGCP1, HMQPCP1, HMQQCP1, HMQRCP1, HMRGCP1, HMRHCP1, HMRJCP1, HMRKCP1, HMRPCP1, HMRQCP1, HMRRCP1, 224-6816 S/N HMTHCP1, HMTJCP1, HMTKCP1, HMTPCP1, HMTQCP1, 224-8665 S/N 57B5DQ1, 47B5DQ1. This is a lease transaction. Ownership remains with the secured party. Notice is filed pursuant to the Uniform Commercial Code as adopted in this state.

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

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

8. OPTIONAL FILER REFERENCE DATA

Exhibit A

EQUIPMENT SCHEDULE NO. 3

TO

Master Equipment Lease No. 53-10191 DATED 2/11/11 ("Lease")

between ***data sales co., inc.*** ("Lessor")

and Volumedrive Inc ("Lessee")

1. EQUIPMENT

Qty.	Machine Type	Model/ Feature	Serial Number	Description	Payment	Initial Term
				Schedule 3 – See 1 Page Attachment A	\$482.16	24

2 EQUIPMENT LOCATION:  
See Attachment A

TOTAL: \$482.16

This Equipment Schedule is appended to and made a part of the Lease described above. All terms, covenants and conditions set forth in the Master Equipment Lease are incorporated herein by reference as if the same had been set forth herein in full.

- 3. INCORPORATION OF TERMS AND PROVISIONS: This Equipment Schedule incorporates the terms and conditions of the Master Equipment Lease Number 53-10191 dated 2/11/11 between Lessor and Lessee. Terms used in this Equipment Schedule and not otherwise defined shall have the meaning ascribed thereto in the Master Equipment Lease.
  
- 4. ENTIRE AGREEMENT: This Equipment Schedule, together with the incorporated terms and conditions contained in the Master Equipment Lease, constitutes the entire agreement between Lessee and Lessor and supersedes all prior and contemporaneous writings, understandings, and agreements. No waiver, consent, modification or change of terms of this Lease shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Lease which are in addition to or inconsistent with the terms and conditions of this Lease will not be binding on Lessor and will not apply to this Lease. Lessee by the signature below of its authorized representative acknowledges that it has read this Lease, understands it, and agrees to be bound by its terms and conditions.
  
- 5. ADDITIONAL PROVISIONS: This Lease is collateralized under a Security Agreement dated 2/11/11 between Lessee and Lessor in which Lessee grants Lessor a senior security interest in all of the assets defined as the Collateral in the Security Agreement.
  
- 6. INSTALLATION DATE: \_\_\_\_\_ If this space is not completed, the Installation Date of Equipment shall be the fifth (5<sup>th</sup>) business day following delivery of such Equipment to the Equipment Location described herein.
  
- 7. COMMENCEMENT DATE: as set forth in paragraph 2(B) of the Master Equipment Lease.
  
- 8. INITIAL TERM: 24 months.
  
- 9. TOTAL MONTHLY EQUIPMENT SCHEDULE PAYMENT: \$482.16 \*

\*plus applicable taxes, if any

LESSEE: Volumedrive Inc  
 By: [Signature]  
 Title: CEO/Pres  
 Date: 8-30-11

LESSOR: DATA SALES CO., INC.  
 By: [Signature]  
 Title: ROBERT BRECKNER  
 Date: 8-26-11  
VICE PRESIDENT

642418 1

Volumedrive Inc  
Schedule 3  
Attachment A

Vendor: Dell  
PO: 2282011

Invoice	Invoice Dt	Qty	Item-Number	Description	Unit Price	Amount	Serial
XFD11VWMC8	6/30/2011	4	224-8665	PE R510 Chassis for Up to Eight Hot Swap Hard Drives and Intel® 56XX Processors	\$2,540.40	\$10,161.60	FY0G7R1, JY0G7R1, HY0G7R1, GY0G7R1
			330-5462	PowerEdge R510 Shipping	\$0.00	\$0.00	
			317-5879	32GB Memory (8x4GB), 1333MHz Dual Ranked RDIMMs for 2 Processor, Optimized	\$0.00	\$0.00	
			317-4112	Intel Xeon E5620 2.4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0.00	\$0.00	
			317-2374	PE R510 Heatsink for 2 Processors	\$0.00	\$0.00	
			317-4124	Intel Xeon E5620 2.4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0.00	\$0.00	
			341-4158	HD Multi-Select	\$0.00	\$0.00	
			330-5574	PERC,SAS 6/IR Cable, 8HD	\$0.00	\$0.00	
			330-5575	PERC Battery Cable, R510	\$0.00	\$0.00	
			341-9809	PERC6i Controller	\$0.00	\$0.00	
			420-6320	No Operating System	\$0.00	\$0.00	
			313-7919	Baseboard Management Controller	\$0.00	\$0.00	
			313-7543	No Internal Optical Drive	\$0.00	\$0.00	
			313-8551	Bezel	\$0.00	\$0.00	
			313-8552	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
			330-5280	Dell Management Console	\$0.00	\$0.00	
			330-5496	RAID 1 for PERC/SAS 6ir, PERC H200/H700 Controllers, x8 Chassis	\$0.00	\$0.00	
			330-5465	Sliding Ready Rails	\$0.00	\$0.00	
			905-6667	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0.00	\$0.00	
			905-7218	Dell Hardware Limited Warranty Extended Year	\$0.00	\$0.00	
			906-0202	Basic: Business Hours (5x10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended	\$0.00	\$0.00	
			906-6299	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
			906-9490	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0.00	\$0.00	
			994-4019	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	\$0.00	\$0.00	
			900-9997	On-Site Installation Declined	\$0.00	\$0.00	
			330-6597	750 Watt Non-Redundant Power Supply	\$0.00	\$0.00	
			310-8509	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet/3 meter	\$0.00	\$0.00	
			341-8727	250GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive	\$0.00	\$0.00	

Equipment Installation  
VolumeDrive Inc  
Josh Bohannon  
422 Prescott Ave  
Scranton, PA 18510

Equipment	\$10,161.60
Install/Labor Due Upfront	\$0.00
Maintenance Due Upfront	\$0.00
Software/License Due Upfront	\$0.00
Shipping Due Upfront	\$0.00
<b>Total</b>	<b>\$10,161.60</b>

Initial

Initial



INNOVATIVE TECHNOLOGY LEASING

3450 West Burnsville Parkway | Burnsville, MN 55337

Main: 952.890.8838 | Fax: 952.890.8917

www.datasales.com

### Certificate of Delivery And Acceptance

RE: Equipment Lease No. 53-10191 Schedule 3  
Purchase Order No. \_\_\_\_\_  
Dated 2/11/11  
Between Data Sales Co., Inc. (Lessor)  
and Volumedrive Inc (Lessee)

The undersigned hereby acknowledges and certifies receipt of the Machines/Equipment described below which is covered by the above named Equipment Lease/Purchase Order. The undersigned further acknowledges that all equipment items described below were received on or before \_\_\_\_\_, are in good working order and are acceptable to the undersigned for its use on the 30 day of August 2011.

Qty.	Machine Type	Model/ Feature	Description	Serial #
			Lease Schedule 3 - See 1 Page Attachment A	

Accepted by  
Lessee: Volumedrive Inc

By \_\_\_\_\_  
Title CEO/PRES

VolumeDrive Inc  
Schedule 3  
Attachment A

Vendor: Dell  
PO: 2282011

Invoice	Invoice Dt	Qty	Item-Number	Description	Unit Price	Amount	Serial
XFD11WMC8	6/30/2011	4	224-8665	PE R510 Chassis for Up to Eight Hot Swap Hard Drives and Intel® 56XX Processors	\$2,540.40	\$10,161.60	FY0G7R1, JY0G7R1, HY0G7R1, GY0G7R1
			330-5462	PowerEdge R510 Shipping	\$0.00	\$0.00	
			317-5879	32GB Memory (8x4GB), 1333MHz Dual Ranked RDIMMs for 2 Processor, Optimized	\$0.00	\$0.00	
			317-4112	Intel Xeon E5620 2.4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0.00	\$0.00	
			317-2374	PE R510 Heatsink for 2 Processors	\$0.00	\$0.00	
			317-4124	Intel Xeon E5620 2.4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem	\$0.00	\$0.00	
			341-4156	HD Multi-Select	\$0.00	\$0.00	
			330-5574	PERC SAS 6iR Cable, 8HD	\$0.00	\$0.00	
			330-5575	PERC Battery Cable, R510	\$0.00	\$0.00	
			341-9809	PERC6i Controller	\$0.00	\$0.00	
			420-6320	No Operating System	\$0.00	\$0.00	
			313-7919	Baseboard Management Controller	\$0.00	\$0.00	
			313-7543	No Internal Optical Drive	\$0.00	\$0.00	
			313-8551	Bezel	\$0.00	\$0.00	
			313-8552	Electronic System Documentation and OpenManage DVD Kit	\$0.00	\$0.00	
			330-5280	Dell Management Console	\$0.00	\$0.00	
			330-5496	RAID 1 for PERC/SAS 6iR, PERC H200/H700 Controllers, x8 Chassis	\$0.00	\$0.00	
			330-5465	Sliding Ready Rails	\$0.00	\$0.00	
			905-6667	Dell Hardware Limited Warranty Plus On Site Service Initial Year	\$0.00	\$0.00	
			905-7218	Dell Hardware Limited Warranty Extended Year	\$0.00	\$0.00	
			906-0202	Basic: Business Hours (5x10) Next Business Day On Site Hardware Warranty Repair 2 Year Extended	\$0.00	\$0.00	
			906-6299	DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEEDED	\$0.00	\$0.00	
			906-9490	Basic: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year	\$0.00	\$0.00	
			994-4019	Basic support covers SATA Hard Drive for 1 year only regardless of support duration on the system	\$0.00	\$0.00	
			900-9997	On-Site Installation Declined	\$0.00	\$0.00	
			330-6597	750 Watt Non-Redundant Power Supply	\$0.00	\$0.00	
			310-8509	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet/3 meter	\$0.00	\$0.00	
			341-8727	250GB 7.2K RPM SATA 3.5" Hot Plug Hard Drive	\$0.00	\$0.00	

Equipment Installation  
VolumeDrive Inc.  
Josh Bohannon  
422 Prescott Ave  
Scranton, PA 18510

Equipment	\$10,161.60
Install/Labor Due Upfront	\$0.00
Maintenance Due Upfront	\$0.00
Software/License Due Upfront	\$0.00
Shipping Due Upfront	\$0.00
<b>Total</b>	<b>\$10,161.60</b>

Initial

Initial

# iLien Cover Page

Date Printed: 09/21/2011

Debtor:

VOLUMEDRIVE INC  
1143 Northern Boulevard  
Clarks Summit, PA 18411

Customer: Volumedrive Inc

loan num:

REF3:

REF4:

Ref5:

Ref6:

Ref7:

Law Firm Bill Code:

iLien File #: 46707161

Order Confirmation #: 29898981

UserID: 41460

UserName: RAY MARR

Number of Collateral Pages Attached: 0

Transaction Type: Original

Jurisdiction: PA, Secretary of CommonWealth

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 2011092102823  
File Date : 21-Sep-2011

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**Phone: 952-895-3315 Fax: 952-895-3815**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Data Sales Co., Inc.  
3450 West Burnsville Parkway  
Burnsville MN, 55337**

**29898981  
PENN**

9309 - DATA SALES COMPANY, INC.  
File with: Secretary of Commonwealth, PA

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  
**VOLUMEDRIVE INC**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

**1143 Northern Boulevard Clarks Summit PA 18411 USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any

**CORPORATION PA 3830949**  NONE

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

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any

NONE

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

3a. ORGANIZATION'S NAME  
**Data Sales Co., Inc.**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

**3450 West Burnsville Parkway Burnsville MN 55337 USA**

4. This FINANCING STATEMENT covers the following collateral:

**Lease 53-10191, Sch 3. Equipment/Models as listed but not limited to: P/N: 224-8665, S/N: FY0G7R1, JY0G7R1, HY0G7R1, GY0G7R1. This is a lease transaction. Ownership remains with the secured party. Notice is filed pursuant to the Uniform Commercial Code as adopted in this state.**

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

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

8. OPTIONAL FILER REFERENCE DATA

**29898981 Volumedrive Inc**



Exhibit A

EQUIPMENT SCHEDULE NO. 4

TO

Master Equipment Lease No. 53-10191 DATED 2/11/11 ("Lease")

between ***data sales co., inc.*** ("Lessor")

and Volumedrive Inc ("Lessee")

1. EQUIPMENT

Qty.	Machine Type	Model/ Feature	Serial Number	Description	Payment	Initial Term
				Schedule 4 – See 3 Page Attachment A	Mo. 1-2: \$0.00	24
					Mo. 3-24: \$5,597.00	

2. EQUIPMENT LOCATION:  
See Attachment A

TOTAL: Mo. 1-2:  
\$0.00  
Mo. 3-24:  
\$5,597.00

This Equipment Schedule is appended to and made a part of the Lease described above. All terms, covenants and conditions set forth in the Master Equipment Lease are incorporated herein by reference as if the same had been set forth herein in full.

3 INCORPORATION OF TERMS AND PROVISIONS: This Equipment Schedule incorporates the terms and conditions of the Master Equipment Lease Number 53-10191 dated 2/11/11 between Lessor and Lessee. Terms used in this Equipment Schedule and not otherwise defined shall have the meaning ascribed thereto in the Master Equipment Lease.

4 ENTIRE AGREEMENT: This Equipment Schedule, together with the incorporated terms and conditions contained in the Master Equipment Lease, constitutes the entire agreement between Lessee and Lessor and supersedes all prior and contemporaneous writings, understandings, and agreements. No waiver, consent, modification or change of terms of this Lease shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Lease which are in addition to or inconsistent with the terms and conditions of this Lease will not be binding on Lessor and will not apply to this Lease. Lessee by the signature below of its authorized representative acknowledges that it has read this Lease, understands it, and agrees to be bound by its terms and conditions.

5. ADDITIONAL PROVISIONS: This Lease is collateralized under a Security Agreement dated 2/11/11 between Lessee and Lessor in which Lessee grants Lessor a senior security interest in all of the assets defined as the Collateral in the Security Agreement.

6 INSTALLATION DATE: \_\_\_\_ If this space is not completed, the Installation Date of Equipment shall be the fifth (5<sup>th</sup>) business day following delivery of such Equipment to the Equipment Location described herein.

7 COMMENCEMENT DATE: as set forth in paragraph 2(B) of the Master Equipment Lease.

8. INITIAL TERM: 24 months.

9. TOTAL MONTHLY EQUIPMENT SCHEDULE PAYMENT: Mo. 1-2: \$0.00, Mo. 3-24: \$5,597.00 \*



\*plus applicable taxes, if any

LESSEE: Volumedrive Inc  
By: [Signature]  
Title: JUST BOHANNON CEO/PRESIDENT  
Date: 11-20-11

LESSOR: DATA SALES CO., INC.  
By: [Signature]  
Title: PAUL C. BRECKNER  
Date: 11/7/11 PRESIDENT/CEO



Volumedrive, Inc  
Schedule 4  
Attachment A

Vendor	Invoice	Invoice Dt	Qty	Item Number	Description	Unit Price	Amount	General
ICC	INV308252	10/10/2011	160	141-512L-200B	Supermicro 1U 2xSATA FIXED 200w HE BLACK	\$617.50	\$98,800.00	C51200A30L30595, C51200A30L30597, C51200A30L30608, C51200A30L30605, C51200A30L30596, C51200A30L30570, C51200A30L30589, C51200A30L30568, C51200A30L30567, C51200A30L30566, C51200A30L30565, C51200A30L30558, C51200A30L30550, C51200A30L30555, C51200A30L30554, C51200A30L30553, C51200A31M00248, C51200A31M00247, C51200A31M00246, C51200A31M00245, C51200A31M00244, C51200A31M00243, C51200A31M00242, C51200A31M00241, C51200A31M00240, C51200A31M00239, C51200A31M00238, C51200A31M00237, C51200A30L30889, C51200A30L30888, C51200A30L30887, C51200A30L30886, C51200A30L30885, C51200A30L30884, C51200A30L30883, C51200A30L30882, C51200A30L30881, C51200A30L30880, C51200A30L30879, C51200A30L30878, C51200A30L30877, C51200A30L30876, C51200A30L30875, C51200A30L30874, C51200A31M00212, C51200A31M00211, C51200A31M00210, C51200A31M00209, C51200A31M00208, C51200A31M00207, C51200A31M00206, C51200A31M00205, C51200A31M00204, C51200A31M00203, C51200A31M00202, C51200A31M00201, C51200A30L30020, C51200A31M00404, C51200A31M00403, C51200A31M00402, C51200A31M00401, C51200A31M00400, C51200A31M00399, C51200A31M00410, C51200A31M00409, C51200A31M00408, C51200A31M00407, C51200A31M00406, C51200A31M00405, C51200A31M00416, C51200A31M00415, C51200A31M00414, C51200A31M00413, C51200A31M00412, C51200A31M00411, C51200A31M00392, C51200A31M00391, C51200A31M00390, C51200A31M00389, C51200A31M00388, C51200A31M00387, C51200A31M00422, C51200A31M00421, C51200A31M00420, C51200A31M00419, C51200A31M00418, C51200A31M00417, C51200A31M00426, C51200A31M00425, C51200A31M00424, C51200A31M00446, C51200A31M00445, C51200A31M00444, C51200A31M00443, C51200A31M00442, C51200A31M00441, C51200A31M00440, C51200A31M00439, C51200A31M00438, C51200A31M00437, C51200A31M00436, C51200A31M00435, C51200A30L30744, C51200A30L30743, C51200A30L30742, C51200A30L30741, C51200A30L30740, C51200A30L30739, C51200A30L30738, C51200A30L30737, C51200A30L30736, C51200A30L30735, C51200A30L30734, C51200A30L30733, C51200A30L30678, C51200A30L30677, C51200A30L30676, C51200A30L30675, C51200A30L30674, C51200A30L30673, C51200A30L30672, C51200A30L30761, C51200A30L30760, C51200A30L30759, C51200A30L30758, C51200A30L30757, C51200A30L30756, C51200A30L30749, C51200A30L30748, C51200A30L30747, C51200A30L30746, C51200A30L30745, C51200A30L30766, C51200A30L30755, C51200A30L30754, C51200A30L30753, C51200A30L30752, C51200A30L30751, C51200A30L30780, C51200A30L30779, C51200A30L30778, C51200A30L30777, C51200A30L30776, C51200A30L30775, C51200A30L30769, C51200A30L30767, C51200A30L30766, C51200A30L30765, C51200A30L30764, C51200A30L30763, C51200A30L30557
			160	241-X9SCL-F	Supermicro Motherboard- U/P H2/1165 C202 32gb ECC 1333/1066 2x 8 PCIE 2.0 6xSATA2, 2xGbLan, 11 USB, IPMI, Matx	\$0.00	\$0.00	ZM17U38035, ZM17U38014, ZM17U38013, ZM19S43944, ZM19S43930, ZM19S43929, ZM19S43928, ZM19S43925, ZM19S43919, ZM19S43945, ZM19S43939, ZM19S43938, ZM19S43934, ZM19S43933, ZM19S43931, ZM19S43940, ZM19S43953, ZM19S40182, ZM19S40159, ZM19S40170, ZM19S40185, ZM19S40073, ZM19S40200, ZM19S40287, ZM19S40251, ZM19S40248, ZM19S40320, ZM19S40310, ZM19S40302, ZM19S40300, ZM19S40297, ZM19S40294, ZM19S40330, ZM19S44448, ZM19S44412, ZM19S44411, ZM19S44409, ZM19S44407, ZM19S44406, ZM17U38445, ZM17U38433, ZM17U38428, ZM17U38427, ZM17U38402, ZM17U38244, ZM19S44454, ZM19S44428, ZM19S44419, ZM19S44417, ZM19S44414, ZM19S44413, ZM17U38448, ZM17U38443, ZM17U38440, ZM17U38438, ZM17U38435, ZM17U38434, ZM19S44054, ZM19S44047, ZM19S44046, ZM19S44043, ZM19S44042, ZM19S44040, ZM19S44059, ZM19S44053, ZM19S44052, ZM19S44050, ZM19S44049, ZM19S44048, ZM19S44484, ZM19S43908, ZM19S43906, ZM19S43903, ZM19S43902, ZM19S43900, ZM19S43935, ZM19S44489, ZM19S43922, ZM19S43912, ZM19S43910.

Initial  
  
 Initial  


Volumedrive, Inc.  
Schedule 4  
Attachment A

Vendor	Invoice	Invoice D	Qty	Item Number	Description	Unit Price	Amount	Serial
			160	311-E3-1230	Intel E3-1230 4/8 3 2Ghz 0mb Cache Lga1155	\$0.00	\$0.00	ZM19S43909, ZM19S44200, ZM19S44144, ZM19S44143, ZM19S44136, ZM19S44135, ZM19S44134, ZM19S44590, ZM19S44194, ZM19S44193, ZM19S44153, ZM19S44147, ZM19S44145, ZM19S43946, ZM19S43923, ZM19S43917, ZM19S43916, ZM19S43914, ZM19S43909, ZM19S43902, ZM19S43937, ZM19S43932, ZM19S43927, ZM19S43926, ZM19S43924, ZM19S44081, ZM19S44039, ZM19S44037, ZM19S44035, ZM19S44034, ZM19S44023, ZM19S44003, ZM19S44058, ZM19S44056, ZM19S44045, ZM19S44044, ZM19S44041, ZM17U35762, ZM17U35760, ZM17U35741, ZM17U35740, ZM17U35735, ZM17U35766, ZM17U35760, ZM17U35760, ZM17U35768, ZM17U35758, ZM17U35753, ZM17U35752, ZM19S44120, ZM19S44118, ZM19S44117, ZM19S44112, ZM19S44100, ZM19S44102, ZM19S44120, ZM19S44121, ZM19S44122, ZM19S44127, ZM19S44128, ZM19S44131, ZM19S44200, ZM19S44270, ZM19S44267, ZM19S44265, ZM19S44264, ZM19S44261, ZM19S44301, ZM19S44289, ZM19S44287, ZM19S44283, ZM19S44281, ZM19S44278, ZM17U36016, ZM17U36012, ZM17U35909, ZM17U35969, ZM17U35984, ZM17U35959, ZM17U36317, ZM17U36000
			160	BHS-SNK-POD40P	Supermicro SNK 1U UP LGA1156/1155 Passive 3400A5/E3	\$0.00	\$0.00	
			320	730-4GB1333E	ACTICA 4GB DDR3 1333MHz ECC	\$0.00	\$0.00	
			160	580-HDS721010CLA3 32	Hitachi Deskstar 1tb 7.2k RPM 32MB Cache 3Gb/s SATA 7K1000 C	\$0.00	\$0.00	J8205UZV, J820Z0EV, J820TA5V, J820AN6V, J821481V, J820YD0V, J820KY0V, HZ3KGMSC, HZ3KDDSC, HZ3HJRM, HZ3KM10C, HZ3KDM3C, HZ3KAH4C, HZ3AMP7C, HZ3KJ42C, HZ3KDLMC, HZ3K04NC, HZ3KM1XC, HZ3KDW2C, HZ3KAK1C, HZ3HKSUC, HZ3KKBBC, HZ3KDLSC, HZ3KAG8C, HZ3KM1ZC, HZ3KDXMC, HZ3KB5JC, J81Y2HWV, J81Y0B7V, J81X0G6V, J81Y2JNV, J81Y2A2V, J81X2H2V, J81W002V, J81Y2HXV, J81Y0E2V, J81XY11V, J81Y2KGV, J81Y2ABV, J81X2MGV, J81VYD0V, J81Y2HZV, J81Y0G0V, J81XYM2V, J81Y2N4V, J81Y2HNV, J81XZSVV, J81XUJUV, J81XK08V, J81XULUV, J81XUJNV, J81X70XV, J81XUKMV, J81XUE6V, J81XK7AV, J81XUJXV, J81XUJUV, J81XK88V, J81XJNV, J81XUEGV, J81XK81V, J81XUJ8V, J81XPP3V, J81X7YBV, J81W0ZGV, J81XPRGV, J81XK81V, J81XUJ8V, J81XK88V, J81XK70V, J81XN3RV, J81XULYV, J81X0JBV, J81W074V, J81XPP6V, J81XA1LV, J81X6GUV, J81XPRZV, J81XJ14V, J81W0DGV, J81XPR3V, J81XGAGV, J81X6HGV, J81XR75V, J81XNMJV, J81X6VVV, J81XRJ8V, J81XP1JV, J81XKWRV, J81XTLLV, J81XP70V, J81XNZXV, J81X4SRV, J81XRKBV, J81XP3VV, J81XNVSV, J81XTUPV, J81XP7GV, J81XP0JV, J81XKDPV, J81XRL4V, J81XP86V, J81XNZRV, J81XTXGV, J81XRHZV, J81XP16V, J81XTWBV, J81XP2RV, J81XN2MV, J81XTY7V, J81XRJKV, J81XP05V, J81VXN1V, J81XTXXV, J81XP88V, J81XP02V, J81XTY0V, J81XSSZV, J81XUNAV, J81XP1AV, J81WJW9V, J81XP07V, J81XP7KV, J81XUPMV, J81XTPVV, J81XP1YV, HZ3L213C, HZ3KS6PC, HZ3KPF1C, HZ3L293C, HZ3KZWGC, HZ3KS48C, HZ3KBMNC, HZ3L27TC, HZ3KS7VC, HZ3KS9RC, HZ3L28JC, HZ3L08GC, HZ3KS4GC, HZ3KNUSC, HZ3L281C, HZ3KZWAC, HZ3KS3TC, HZ3L63AC, HZ3L0AWC, HZ3KS5VC, J820YKJV, J820T7AV, J820A2V, J820Z8AV, J820YD7V, J820KV8V, J81SW6SD, J820YKXV, J820T7UV, J82099GV, J82103EV, J820YDMV, J820KVVV


Initial   
Initial 

VolumeDrive, Inc.  
Schedule 4  
Attachment A

Vendor	Invoice	Invoice Dt	Qty	Item Number	Description	Unit Price	Amount	Serial
			180	BUILD	Assembly and Testing - 1 year standard warranty	\$0 00	\$0 00	0029667, 0029668, 0029669, 0029670, 0029671, 0029672, 0029673, 0029674, 0029675, 0029676, 0029677, 0029678, 0029679, 0029680, 0029681, 0029682, 0029683, 0029684, 0029685, 0029686, 0029687, 0029688, 0029689, 0029690, 0029691, 0029692, 0029693, 0029694, 0029695, 0029696, 0029697, 0029698, 0029699, 0029700, 0029701, 0029702, 0029703, 0029704, 0029705, 0029706, 0029707, 0029708, 0029709, 0029710, 0029711, 0029712, 0029713, 0029714, 0029715, 0029716, 0029717, 0029718, 0029719, 0029720, 0029721, 0029722, 0029723, 0029724, 0029725, 0029726, 0029727, 0029728, 0029729, 0029730, 0029731, 0029732, 0029733, 0029734, 0029735, 0029736, 0029737, 0029738, 0029739, 0029740, 0029741, 0029742, 0029743, 0029744, 0029745, 0029746, 0029747, 0029748, 0029749, 0029750, 0029751, 0029752, 0029753, 0029754, 0029755, 0029756, 0029757, 0029758, 0029759, 0029760, 0029761, 0029762, 0029763, 0029764, 0029765, 0029766, 0029767, 0029768, 0029769, 0029770, 0029771, 0029772, 0029773, 0029774, 0029775, 0029776, 0029777, 0029778, 0029779, 0029780, 0029781, 0029782, 0029783, 0029784, 0029785, 0029786, 0029787, 0029788, 0029789, 0029790, 0029791, 0029792, 0029793, 0029794, 0029795, 0029796, 0029797, 0029798, 0029799, 0029800, 0029801, 0029802, 0029803, 0029804, 0029805, 0029806, 0029807, 0029808, 0029809, 0029810, 0029811, 0029812, 0029813, 0029814, 0029815, 0029816, 0029817, 0029818, 0029819, 0029820, 0029821, 0029822, 0029823, 0029824, 0029825, 0029826, 0029827, 0029828, 0029829, 0029830, 0029831, 0029832, 0029833, 0029834, 0029835, 0029836, 0029837, 0029838, 0029839, 0029840, 0029841, 0029842, 0029843, 0029844, 0029845, 0029846, 0029847, 0029848, 0029849, 0029850, 0029851, 0029852, 0029853, 0029854, 0029855, 0029856, 0029857, 0029858, 0029859, 0029860
Astraya	INV-US01517	10/10/2011	1	WS-C6509	Catalyst 6500 Chassis	\$200 00	\$200 00	TSC0721009K
			1	WS-SUP720-3BXL	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3BXL	\$6,600 00	\$6,600 00	SAL14026HVS
			4	WS-X6348-RJ45	Catalyst 6500/6000 48-port 10/100 RJ-45, upgradable to Inline Power	\$50 00	\$200 00	SAD041009JX, SAD04290FCJ, SAD04290UJM, SAL06334R5B
			2	WS-CAC-2500W	Catalyst 6000 2500W AC Power Supply	\$75 00	\$150 00	ART054400MW, ART0903E02C
			4	WS-X6140-GE-TX	Catalyst 6500 48-port 10/100/1000 GE Mod., RJ-45	\$200 00	\$800 00	SAD0736074V, SAD07460045, SAD074609WE, SAD080405CT
			1	GLC-LH-SM	GE SFP, LC connector LX/LH transceiver	\$50 00	\$50 00	S1108005704
			1	WS-C6K-9SLOT-FAN2	Catalyst 6509 High Speed Fan Tray	\$0 00	\$0 00	304887
			2	CAB-7613AC	AC POWER CORD NORTH AMERICA (110V)	\$0 00	\$0 00	305402-10, 305402-11

Equipment Installation  
VolumeDrive, Inc  
800 Water Street  
Suite 202  
Jacksonville FL 32204  
United States

Equipment	\$106,800.00
Install/Labor Due Upfront	\$0.00
Maintenance Due Upfront	\$0.00
Software/License Due Upfront	\$0.00
Shipping Due Upfront	\$0.00
<b>Total</b>	<b>\$106,800.00</b>

Initial  
  
Initial



INNOVATIVE TECHNOLOGY LEASING

3450 West Burnsville Parkway | Burnsville, MN 55337

Main: 952.890.8838 | Fax: 952.890.8917

www.datasales.com

### Certificate of Delivery And Acceptance

RE: Equipment Lease No. 53-10191 Schedule 4  
Purchase Order No. \_\_\_\_\_  
Dated 2/11/11  
Between Data Sales Co., Inc. (Lessor)  
and Volumedrive inc (Lessee)

The undersigned hereby acknowledges and certifies receipt of the Machines/Equipment described below which is covered by the above named Equipment Lease/Purchase Order. The undersigned further acknowledges that all equipment items described below were received on or before \_\_\_\_\_, are in good working order and are acceptable to the undersigned for its use on the \_\_\_\_\_ day of \_\_\_\_\_ 2011.

Qty.	Machine Type	Model/ Feature	Description	Serial #
			Lease Schedule 4 – See 3 Page Attachment A	

Accepted by  
Lessee: Volumedrive Inc  
By: [Signature]  
Title: CEO/PRESIDENT

Volmedrive, Inc.  
Schedule 4  
Attachment A

Vendor	Invoice	Invoice D	Qty	Item Number	Description	Unit Price	Amount	Serial
ICC	INV300262	10/10/2011	160	141-512L-200B	Supermicro 1U 2xSATA FIXED 200w HE BLACK	\$917.50	\$98,800.00	C51200A30L30595, C51200A30L30597, C51200A30L30800, C51200A30L30805, C51200A30L30590, C51200A30L30570, C51200A30L30569, C51200A30L30588, C51200A30L30567, C51200A30L30566, C51200A30L30565, C51200A30L30559, C51200A30L30556, C51200A30L30555, C51200A30L30554, C51200A30L30553, C51200A31M00248, C51200A31M00247, C51200A31M00246, C51200A31M00245, C51200A31M00244, C51200A31M00243, C51200A31M00242, C51200A31M00241, C51200A31M00240, C51200A31M00239, C51200A31M00238, C51200A30L30889, C51200A30L30888, C51200A30L30886, C51200A30L30887, C51200A30L30885, C51200A30L30884, C51200A30L30843, C51200A30L30842, C51200A30L30841, C51200A30L30834, C51200A30L30833, C51200A30L30832, C51200A30L30831, C51200A30L30830, C51200A30L30828, C51200A30L30827, C51200A30L30826, C51200A30L30825, C51200A30L30824, C51200A30L30823, C51200A31M00212, C51200A31M00211, C51200A31M00210, C51200A31M00209, C51200A31M00208, C51200A31M00207, C51200A31M00206, C51200A31M00205, C51200A31M00204, C51200A31M00203, C51200A31M00202, C51200A31M00201, C51200A30L30820, C51200A31M00404, C51200A31M00403, C51200A31M00402, C51200A31M00401, C51200A31M00400, C51200A31M00399, C51200A31M00410, C51200A31M00409, C51200A31M00408, C51200A31M00407, C51200A31M00406, C51200A31M00405, C51200A31M00416, C51200A31M00415, C51200A31M00414, C51200A31M00413, C51200A31M00412, C51200A31M00411, C51200A31M00392, C51200A31M00391, C51200A31M00390, C51200A31M00389, C51200A31M00388, C51200A31M00387, C51200A31M00422, C51200A31M00421, C51200A31M00420, C51200A31M00419, C51200A31M00418, C51200A31M00417, C51200A31M00426, C51200A31M00425, C51200A31M00424, C51200A31M00423, C51200A31M00446, C51200A31M00445, C51200A31M00444, C51200A31M00443, C51200A31M00442, C51200A31M00441, C51200A31M00440, C51200A31M00439, C51200A31M00438, C51200A31M00437, C51200A31M00436, C51200A31M00435, C51200A30L30744, C51200A30L30743, C51200A30L30742, C51200A30L30741, C51200A30L30740, C51200A30L30739, C51200A30L30738, C51200A30L30737, C51200A30L30736, C51200A30L30735, C51200A30L30734, C51200A30L30733, C51200A30L30678, C51200A30L30677, C51200A30L30676, C51200A30L30675, C51200A30L30674, C51200A30L30673, C51200A30L30672, C51200A30L30671, C51200A30L30780, C51200A30L30769, C51200A30L30758, C51200A30L30757, C51200A30L30756, C51200A30L30749, C51200A30L30748, C51200A30L30747, C51200A30L30746, C51200A30L30745, C51200A30L30750, C51200A30L30755, C51200A30L30754, C51200A30L30753, C51200A30L30752, C51200A30L30751, C51200A30L30780, C51200A30L30779, C51200A30L30778, C51200A30L30777, C51200A30L30776, C51200A30L30775, C51200A30L30768, C51200A30L30767, C51200A30L30766, C51200A30L30765, C51200A30L30764, C51200A30L30783, C51200A30L30557
			160	241-X0SCL-F	Supermicro Motherboard- UP H2/1155 C202 32gb ECC 1333/1066 2x 8 PCIE 2.0 8xSATA2, 2xGbLan, 11 USB, IPMI, Malx	\$0.00	\$0.00	ZM17U38035, ZM17U38014, ZM17U38013, ZM19S43944, ZM19S43930, ZM19S43929, ZM19S43928, ZM19S43925, ZM19S43918, ZM19S43945, ZM19S43939, ZM19S43936, ZM19S43934, ZM19S43933, ZM19S43931, ZM19S33440, ZM19S33453, ZM19S40162, ZM19S40159, ZM19S40170, ZM19S40195, ZM19S40073, ZM19S40290, ZM19S40287, ZM19S40261, ZM19S40246, ZM19S40329, ZM19S40310, ZM19S40302, ZM19S40300, ZM19S40207, ZM19S40294, ZM19S40330, ZM19S44449, ZM19S44412, ZM19S44411, ZM19S44408, ZM19S44407, ZM19S44406, ZM17U38445, ZM17U38433, ZM17U38428, ZM17U38427, ZM17U38402, ZM17U38244, ZM19S44454, ZM19S44428, ZM19S44419, ZM19S44417, ZM19S44414, ZM19S44413, ZM17U38446, ZM17U38443, ZM17U38440, ZM17U38438, ZM17U38435, ZM17U38434, ZM19S44054, ZM19S44047, ZM19S44046, ZM19S44043, ZM19S44042, ZM19S44040, ZM19S44050, ZM19S44053, ZM19S44052, ZM19S44050, ZM19S44049, ZM19S44048, ZM19S44484, ZM19S43908, ZM19S43906, ZM19S43903, ZM19S43902, ZM19S43900, ZM19S43905, ZM19S44489, ZM19S43922, ZM19S43912, ZM19S43910.

Initial  
Initial

Volumedrive, Inc  
Schedule A  
Attachment A

Vendor	Invoice	Invoice Dt	Qty	Item Number	Description	Unit Price	Amount	Serial
								ZM19S43900. ZM19S44280. ZM19S44144. ZM19S44143. ZM19S44138. ZM19S44135. ZM19S44134. ZM19S44500. ZM19S44104. ZM19S44103. ZM19S44103. ZM19S44147. ZM19S44145. ZM19S43946. ZM19S43923. ZM19S43917. ZM19S43916. ZM19S43914. ZM19S43889. ZM19S43982. ZM19S43937. ZM19S43932. ZM19S43927. ZM19S43926. ZM19S43924. ZM19S44061. ZM19S44039. ZM19S44037. ZM19S44035. ZM19S44034. ZM19S44023. ZM19S44063. ZM19S44058. ZM19S44058. ZM19S44045. ZM19S44044. ZM19S44041. ZM17U35782. ZM17U35750. ZM17U35741. ZM17U35740. ZM17U35735. ZM17U35766. ZM17U35760. ZM17U35760. ZM17U35760. ZM17U35753. ZM17U35752. ZM19S44120. ZM19S44110. ZM19S44117. ZM19S44112. ZM19S44108. ZM19S44102. ZM19S44120. ZM19S44121. ZM19S44122. ZM19S44127. ZM19S44128. ZM19S44131. ZM19S44200. ZM19S44270. ZM19S44267. ZM19S44265. ZM19S44204. ZM19S44261. ZM19S44301. ZM19S44280. ZM19S44207. ZM19S44283. ZM19S44261. ZM19S44270. ZM17U36010. ZM17U36012. ZM17U35969. ZM17U35968. ZM17U35964. ZM17U35959. ZM17U36317. ZM17U36000
			160	311-E3-1230	Intel E3-1230 4/8 3 2Ghz 6mb Cache Lga1156	\$0 00	\$0 00	
			160	8HS-SNK- P0046P	Supermicro SNK 1U UP LGA1156/1155 Passive 3400/15/E3	\$0 00	\$0 00	
			320	730-4GB1333E	ACTICA 4GB DDR3 1333MHz ECC	\$0 00	\$0 00	
			160	500- HDS721010CLA3 32	Hitachi Deskstar 1tb 7.2k RPM 32MB Cache 3Gb/s SATA 7K1000 C	\$0 00	\$0 00	J8205ZUV. J820Z0EV. J820TA5V. J820AN8V. J82140LV. J820YDWW. J820KYVW. HZ3KGMSC. HZ3KDDSC. HZ3HURMC. HZ3KM19C. HZ3KDM3C. HZ3KAH4C. HZ3AMP7C. HZ3KJ42C. HZ3KDLMC. HZ3K04NC. HZ3KM1XC. HZ3KDW2C. HZ3KAK1C. HZ3KHSUC. HZ3KKB8C. HZ3KDLSC. HZ3KAG6C. HZ3KMI2C. HZ3KDXMC. HZ3KB5JC. J81Y2HWV. J81Y0B7V. J81X0GGV. J81Y2JNV. J81Y2A2V. J81XZ2HV. J81W892V. J81Y2HXV. J81Y0E2V. J81XY11V. J81Y2KGV. J81Y2ABV. J81XZMGV. J81WYDTV. J81Y2HZV. J81Y0G0V. J81XYM2V. J81Y2N4V. J81Y2HNV. J81XZSYV. J81XUJUV. J81XK08V. J81XULUV. J81XUHNV. J81X78XV. J81XUKMV. J81XUE5V. J81XK7AV. J81XUKXV. J81XUJKV. J81XK8V. J81XJNV. J81XUEGV. J81XK81V. J81XUP8V. J81XPP3V. J81X7Y8V. J81W8ZGV. J81XPRGV. J81XH31V. J81XUJSV. J1XM30V. J81XK70V. J81XN3RV. J81XULYV. J81X0JBV. J81W874V. J81XPPEV. J81XA1LV. J81X0GLV. J81XPRZV. J81XJ14V. J81W8DGV. J81XPR3V. J81XGAGV. J81X8HGV. J81XR75V. J81XNMJV. J81X6VVV. J81XRJ9V. J81XP1JV. J81XKWRV. J81XTLLV. J81XP70V. J81XNZXV. J81X4SRV. J81XRKBV. J81XP3VV. J81XNVSU. J81XTUPV. J81XP7GV. J81XP0JV. J81XKDPV. J81XRL4V. J81XP66V. J81XNZRV. J81XTXGV. J81XRHZV. J81XP10V. J81XTWBV. J81XP2RV. J81XNZMV. J81XTY7V. J81XRJKV. J81XP0SV. J81VXN1V. J81XTXKV. J81XP8BV. J81XP02V. J81XTY0V. J81XSSZV. J81XUNAV. J81XP1AV. J81WJW8V. J81XP07V. J81XP7KV. J81XUPMV. J81XTPVV. J81XP1YV. HZ3L213C. HZ3K68PC. HZ3KP71C. HZ3L283C. HZ3K2WGC. HZ3KS48C. HZ3K8MNC. HZ3L27TC. HZ3K67VC. HZ3KS3RC. HZ3L28JC. HZ3L08GC. HZ3KS4GC. HZ3KNU5C. HZ3L281C. HZ3KZWAC. HZ3KS5TC. HZ3L53AC. HZ3LOAWC. HZ3KS5YC. J820YKJV. J820T7AV. J820A2V. J820Z6AV. J820YD7V. J820KVKV. J81SW65D. J820YKXV. J820T7UV. J8208SGV. J82103EV. J820YDMV. J820KVVV

Initial  
Initial



Volumedrive, Inc.  
 Schedule 4  
 Attachment A

Vendor	Invoice	Invoice Date	Qty	Item Number	Description	Unit Price	Amount	Serial
			160	BUILD	Assembly and Testing - 1 year standard warranty	\$0.00	\$0.00	0029867, 0029868, 0029869, 0029870, 0029871, 0029872, 0029873, 0029874, 0029875, 0029876, 0029877, 0029878, 0029879, 0029880, 0029881, 0029882, 0029883, 0029884, 0029885, 0029886, 0029887, 0029888, 0029889, 0029890, 0029891, 0029892, 0029893, 0029894, 0029895, 0029896, 0029897, 0029898, 0029899, 0029900, 0029901, 0029902, 0029903, 0029904, 0029905, 0029906, 0029907, 0029908, 0029909, 0029910, 0029911, 0029912, 0029913, 0029914, 0029915, 0029916, 0029917, 0029918, 0029919, 0029920, 0029921, 0029922, 0029923, 0029924, 0029925, 0029926, 0029927, 0029928, 0029929, 0029930, 0029931, 0029932, 0029933, 0029934, 0029935, 0029936, 0029937, 0029938, 0029939, 0029940, 0029941, 0029942, 0029943, 0029944, 0029945, 0029946, 0029947, 0029948, 0029949, 0029950, 0029951, 0029952, 0029953, 0029954, 0029955, 0029956, 0029957, 0029958, 0029959, 0029960
Astreya	INV-US61517	10/10/2011	1	WS-C6508	Catalyst 6509 Chassis	\$200.00	\$200.00	TSC0721009K
			1	WS-SUP720-3BXL	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3BXL	\$6,800.00	\$6,800.00	SAL140261HVS
			4	WS-X6348-RJ45	Catalyst 6500/6000 48-port 10/100 RJ-45, upgradable to Inline Power	\$50.00	\$200.00	SAD041009JX, SAD04200PCJ, SAD04200UJM, SAL06334R5B
			2	WS-CAC-2500W	Catalyst 6000 2500W AC Power Supply	\$75.00	\$150.00	ART05440DMW, ART0803E02C
			4	WS-X6148-GE-TX	Catalyst 6500 48-port 10/100/1000 GE Mod., RJ-45	\$200.00	\$800.00	SAD0738074V, SAD07460D45, SAD07460BWE, SAD08040SCT
			1	GLC-LH-SM	GE SFP, LC connector LXLH Transceiver	\$50.00	\$50.00	S1109085704
			1	WS-C6K-9SLOT-FAN2	Catalyst 6509 High Speed Fan Tray	\$0.00	\$0.00	304807
			2	CAB-7613AC	AC POWER CORD NORTH AMERICA (110V)	\$0.00	\$0.00	305402-10, 305402-11

Equipment Installation  
 VolumeDrive, Inc  
 800 Water Street  
 Suite 202  
 Jacksonville FL 32204  
 United States

Equipment	\$106,800.00
Install/Labor Due Upfront	\$0.00
Maintenance Due Upfront	\$0.00
Software/License Due Upfront	\$0.00
Shipping Due Upfront	\$0.00
<b>Total</b>	<b>\$106,800.00</b>

Initials  
  
 Initials

# iLien Cover Page

Date Printed: 12/07/2011

**Debtor:**

VOLUMEDRIVE INC  
1143 Northern Boulevard  
Clarks Summit, PA 18411

Customer: Volumedrive Inc

loan num:

REF3:

REF4:

Ref5:

Ref6:

Ref7:

Law Firm Bill Code:

iLien File #: 47418113

Order Confirmation #: 30917209

UserID: 41460

UserName: RAY MARR

Number of Collateral Pages Attached: 0

Transaction Type: Original

Jurisdiction: PA, Secretary of CommonWealth

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 2011120703860  
File Date : 07-Dec-2011

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Phone: 952-895-3315 Fax: 952-895-3815</b>	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<b>Data Sales Co., Inc. 3450 West Burnsville Parkway Burnsville MN, 55337</b>	<b>30917209 PENN</b>
9309 - DATA SALES COMPANY, INC. File with: Secretary of Commonwealth, PA	

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>VOLUMEDRIVE INC</b>			
OR	1b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS <b>1143 Northern Boulevard</b>		CITY <b>Clarks Summit</b>	STATE <b>PA</b>
		POSTAL CODE <b>18411</b>	COUNTRY <b>USA</b>
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>CORPORATION</b>	1f. JURISDICTION OF ORGANIZATION <b>PA</b>
			1g. ORGANIZATIONAL ID #, if any <b>3830949</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	COUNTRY
2d. SEE INSTRUCTIONS	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>Data Sales Co., Inc.</b>			
OR	3b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS <b>3450 West Burnsville Parkway</b>		CITY <b>Burnsville</b>	STATE <b>MN</b>
		POSTAL CODE <b>55337</b>	COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

Lease 63-10191, Schedule No. 4. Equipment/Models as listed but not limited to: P/N: 141-512L-200B, S/N: C51200A30L30595, C51200A30L30597, C51200A30L30606, C51200A30L30605, C51200A30L30596, C51200A30L30570, C51200A30L30569, C51200A30L30568, C51200A30L30567, C51200A30L30566, C51200A30L30565, C51200A30L30558, C51200A30L30556, C51200A30L30555, C51200A30L30554, C51200A30L30553, C51200A31M00248, C51200A31M00247, C51200A31M00246, C51200A31M00245, C51200A31M00244, C51200A31M00243, C51200A31M00242, C51200A31M00241, C51200A31M00240, C51200A31M00239, C51200A31M00238, C51200A31M00237, C51200A30L30869, C51200A30L30868, C51200A30L30867, C51200A30L30866, C51200A30L30865, C51200A30L30864, C51200A30L30863, C51200A30L30843, C51200A30L30842, C51200A30L30841, C51200A30L30834, C51200A30L30833, C51200A30L30832, C51200A30L30831, C51200A30L30830, C51200A30L30828, C51200A30L30827, C51200A30L30826, C51200A30L30825, C51200A30L30824, C51200A30L30823, C51200A31M00212, C51200A31M00211, C51200A31M00210, C51200A31M00209, C51200A31M00208, C51200A31M00207, C51200A31M00206, C51200A31M00205, C51200A31M00204, C51200A31M00203, C51200A31M00202, C51200A31M00201, C51200A30L30829, C51200A31M00404, C51200A31M00403, C51200A31M00402, C51200A31M00401, C51200A31M00400, C51200A31M00399, C51200A31M00410, C51200A31M00409, C51200A31M00408, C51200A31M00407, C51200A31M00406, C51200A31M00405, C51200A31M00416, C51200A31M00415, C51200A31M00414, C51200A31M00413, C51200A31M00412, C51200A31M00411, C51200A31M00392, C51200A31M00391, C51200A31M00390, C51200A31M00389, C51200A31M00388, C51200A31M00387, C51200A31M00422, C51200A31M00421, C51200A31M00420, C51200A31M00419, C51200A31M00418, C51200A31M00417, C51200A31M00428, C51200A31M00427, C51200A31M00426, C51200A31M00425, C51200A31M00424, C51200A31M00423, C51200A31M00446, C51200A31M00445, C51200A31M00444, C51200A31M00443, C51200A31M00442, C51200A31M00441, C51200A31M00440, C51200A31M00439, C51200A31M00438, C51200A31M00437, C51200A31M00436,

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

8. OPTIONAL FILER REFERENCE DATA

30917209 Volumedrive Inc

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME <b>VOLUMEDRIVE INC</b>			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS: 30917209-PA-0 9309 - DATA SALES COMPANY, INC.  
Data Sales Co., Inc.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

File with: Secretary of Commonwealth, PA Volumedrive Inc

**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
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NONE

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

16. Additional Collateral description:  
 C51200A31M00435, C51200A30L30744, C51200A30L30743,  
 C51200A30L30742, C51200A30L30741, C51200A30L30740, C51200A30L30739,  
 C51200A30L30738, C51200A30L30737, C51200A30L30736, C51200A30L30735,  
 C51200A30L30734, C51200A30L30733, C51200A30L30678, C51200A30L30677,  
 C51200A30L30676, C51200A30L30675, C51200A30L30674, C51200A30L30673,  
 C51200A30L30762, C51200A30L30761, C51200A30L30760, C51200A30L30759,  
 C51200A30L30758, C51200A30L30757, C51200A30L30756, C51200A30L30749,  
 C51200A30L30748, C51200A30L30747, C51200A30L30746, C51200A30L30745,  
 C51200A30L30755, C51200A30L30754, C51200A30L30753,  
 C51200A30L30752, C51200A30L30751, C51200A30L30780, C51200A30L30779,  
 C51200A30L30778, C51200A30L30777, C51200A30L30776, C51200A30L30775,  
 C51200A30L30768, C51200A30L30767, C51200A30L30766, C51200A30L30765,  
 C51200A30L30764, C51200A30L30763, C51200A30L30557. P/N:  
 580-HDS721010CLA332, S/N: J8205UZV, J820Z0EV, J820TA5V, J820AN8V,  
 J82148LV, J820YDWW, J820KYWV, HZ3KGMSC, HZ3KDDSC, HZ3HURMC,  
 HZ3KM18C, HZ3KDM3C, HZ3KAH4C, HZ3AMP7C, HZ3KJ42C, HZ3KDLMC,  
 HZ3K04NC, HZ3KM1XC, HZ3KDW2C, HZ3KAK1C, HZ3HKSUC, HZ3KKBBC,  
 HZ3KDLSC, HZ3KAG6C, HZ3KM1ZC, HZ3KDXMC, HZ3KB6JC, J81Y2HWV,  
 J81Y0B7V, J81X0G6V, J81Y2JNV, J81Y2A2V, J81XZH2V, J81W892V,  
 J81Y2HXV, J81Y0E2V, J81XY11V, J81Y2KGV, J81Y2ABV, J81XZMGV,  
 J81WYDTV, J81Y2HZV, J81Y0G0V, J81XYM2V, J81Y2N4V, J81Y2HNV,  
 J81XZSYV, J81XUJUV, J81XK8BV, J81XULUV, J81XUHNV, J81X76XV,

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.  
 Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction  
 Filed in connection with a Public-Finance Transaction

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME

**VOLUMEDRIVE INC**

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS: 30917209-PA-0 9309 - DATA SALES COMPANY, INC.  
Data Sales Co., Inc.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

File with: Secretary of Commonwealth, PA Volumedrive Inc

**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

NONE

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

16. Additional Collateral description:

J81XUKMV, J81XUE5V, J81XK7AV, J81XUKXV, J81XUJKV, J81XKX8V, J81XJJNV, J81XUEGV, J81XK81V, J81XUP8V, J81XPP3V, J81X7YBV, J81W9ZGV, J81XPRGV, J81XH31V, J81XUJSV, J1XM30V, J81XK70V, J81XN3RV, J81XULYV, J81X6JBV, J81W674V, J81XPPEV, J81XA1LV, J81X6GUV, J81XPRZV, J81XJ14V, J81X6JGV, J81W8DGV, J81XPR3V, J81XGAGV, J81X6HGV, J81XR75V, J81XNMJV, J81X6VVV, J81XRJ9V, J81XP1JV, J81XKWRV, J81XTLLV, J81XP70V, J81XNZXV, J81X4SRV, J81XRKBV, J81XP3VV, J81XNVS, J81XTUPV, J81XP7GV, J81XP0JV, J81XKDPV, J81XRL4V, J81XP66V, J81XNZRV, J81XTXGV, J81XRHZV, J81XP16V, J81XTWBV, J81XP2RV, J81XNZMV, J81XTY7V, J81XRJKV, J81XP0SV, J81VXN1V, J81TXXV, J81XP6BV, J81XP02V, J81XTY0V, J81XSSZV, J81XUNAV, J81XP1AV, J81WJW9V, J81XP07V, J81XP7KV, J81XUPMV, J81XTPWV, J81XP1YV, HZ3L213C, HZ3KS6PC, HZ3KP71C, HZ3L283C, HZ3KZWGC, HZ3KS48C, HZ3KBMNC, HZ3L27TC, HZ3KS7VC, HZ3KS3RC, HZ3L28JC, HZ3L08GC, HZ3KS4GC, HZ3KNU5C, HZ3L281C, HZ3KZWAC, HZ3KS3TC, HZ3L53AC, HZ3L0AWC, HZ3KS5YC, J820YKJV, J820T7AV, J820A2V, J820Z6AV, J820YD7V, J820KVKV, J81SW6SD, J820YKXV, J820T7UV, J8208SGV, J82103EV, J820YDMV, J820KVVV. P/N: WS-C6509, S/N: TSC0721009K. P/N: WS-SUP720-3BXL, S/N: SAL14028HVS. P/N: WS-X6348-RJ45, S/N: SAD041009JX, SAD04280PCJ, SAD04290UJM, SAL06334R5B. P/N: WS-X6148-GE-TX, S/N: SAD0738074V, SAD07460045, SAD074609WE, SAD080405CT. This is a lease transaction. Ownership

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction
- Filed in connection with a Public-Finance Transaction

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME <b>VOLUMEDRIVE INC</b>			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS: 30917209-PA-0 9309 - DATA SALES COMPANY, INC.  
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11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

16. Additional Collateral description:  
**remains with the secured party. Notice is filed pursuant to the Uniform Commercial Code as adopted in this state.**

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check **only** if applicable and check **only** one box.  
Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check **only** if applicable and check **only** one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction
- Filed in connection with a Public-Finance Transaction

## **EXHIBIT "C"**

**SECURITY AGREEMENT**

Dated: 2/11/11

**THIS SECURITY AGREEMENT** (this "**Agreement**") is made on the date above shown by and between **DATA SALES CO. , INC.** ("**Lessor**") and **Volumedrive Inc** the "**Lessee**").

**WITNESSETH:**

**WHEREAS**, Lessee and Lessor have entered into a Lease (hereunder sometimes referred to as the "**Obligations**" and/or "**Lease**") and the Lessee's Obligations thereunder shall be secured by the collateral referred to below; and

**WHEREAS**, Lessor is willing to enter into the Lease only upon the security of the Lease and this Agreement.

**NOW, THEREFORE**, in consideration of the promises and the mutual undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1  
SECURITY INTEREST AND COLLATERAL**

To secure the payment and performance of each and every debt, liability, and obligation of every type, and description which Lessee may now, or at any time hereafter, owe to Lessor under the Lease or any renewals, replacements or extensions thereof (whether such debt, liability, or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities, and obligations herein collectively referred to as the "**Obligations**"), Lessee hereby grants Lessor a security interest in all of the assets of each respective Lessee, now owned or hereafter acquired, together with all products, replacements and proceeds thereof, including but not limited to the following (the "**Collateral**"):

- A. All accounts, deposit accounts, commercial tort claims, credit balances, rights to payment, receivables, contract rights, investment property, instruments, chattel paper, documents, loans and obligations receivable, tax refunds, unbilled time and fees, and work in process of Lessee, letter of credit rights, software, and money, together with the proceeds from insurance and condemnation relating to any of the property of Lessee in which Lessor has a security interest, all forms of obligations whatsoever owing to Lessee, together with all right, title, security and guaranties with respect to each receivable or obligation owed to Lessee; and
- B. All present and future inventory, wherever located, including, but not limited to all merchandise, raw materials, parts, supplies, work in process, finished products intended for sale, rent, or lease, and all packaging materials of every kind and description now or at any time hereafter owned by



and in the custody or possession, actual or constructive, of Lessee, including such inventory as is temporarily out of custody or possession of Lessee and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing (the "**Inventory**"); and

- C. All equipment of Lessee, whether now owned or hereafter acquired, including but not limited to all present and future machinery, furniture, fixtures, medical equipment and devices, and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list furnished to Lessor by Lessee (but no such schedule or list need be furnished in order for the security interest to be valid as to all of Lessee's equipment) (the "**Equipment**"); and
- D. All tangible personal property and chattels, including but not limited to all plumbing, heating, and lighting apparatus, mantels, floor coverings, furniture, beds, furnishings and supplies, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, blinds, gas, electric, air-conditioning, heating, ventilating and sprinkling and other fire prevention or fire extinguishing equipment of whatsoever kind and nature, if any, and all other articles of personal property which are located on or used or usable in connection with the management, operation and maintenance of the premises more particularly described in Exhibit A attached hereto and made a part hereof (the "**Personal Property**"); and
- E. All of Lessee's right, title and interest in and to any and all licenses, permits, permissions and approvals relating to the current and future use, occupancy, maintenance and operation pertaining any premises occupied by Lessee, including all federal, state and local governmental requirements including, without limitation, all environmental and other use permits, and those relating to sewage disposal and water (the "**Licenses and Permits**"); and
- F. All general intangibles of Lessee, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customers lists, permits and franchises, and the right to use Lessee's name (the "**General Intangibles**").

Upon default pursuant to the provisions of this Agreement, Lessor becomes entitled to all remedies set forth herein or otherwise provided to secured parties by all applicable laws, including the Uniform Commercial Code as adopted in the State of Minnesota.

## ARTICLE 2 REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Lessee represents, warrants and agrees that:

- 2.1 Lessee is a corporation or limited liability company in good standing under laws under which such Lessee was organized.
- 2.2 Lessee has an office located at 1143 Northern Boulevard, Clarks Summit, PA 18411.

- 2.3 Lessee has (or will have at the time Lessee acquires rights in Collateral hereafter arising) absolute title to each item of Collateral free and clear of all security interests, liens, and encumbrances. Lessee will defend the Collateral against all claims or demands of all persons other than Lessor. Lessee will not sell or otherwise dispose of the Collateral without the prior written consent of Lessor.
- 2.4 The Collateral is a valid, genuine, and legally enforceable contract, subject to no existing defense, set-off, or counterclaim of the obligor named therein or in Lessee's respective records pertaining thereto as being obligated to pay such obligation. Lessee will not agree to any modification or amendment nor agree to any cancellation of any such obligation without Lessor's prior written consent, and will not subordinate any such right to payment to claims of other creditors of such account Lessee or other obligor.
- 2.5 Lessee will:
- A. Promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection, or continuance of the Security Interest;
  - B. Keep all Collateral free and clear of all security interests, liens, and encumbrances except this Security Interest and deliver physical possession of all Collateral to Lessor upon request.
  - C. At all reasonable times, permit Lessor or its representative to examine or inspect any Collateral wherever located, and to examine, inspect, and copy Lessee's books and records pertaining to the Collateral and their business and financial condition and to discuss with account Lessees' and other obligors' requests for verifications of amounts owed to Lessee;
  - D. Keep accurate and complete records pertaining to the Collateral and pertaining to Lessee's business and financial conditions and submit to Lessor such periodic reports concerning the Collateral and Lessee's business and financial conditions as Lessor may from time to time reasonably request;
  - E. Promptly notify Lessor of material loss of or material damage to any Collateral or of any adverse change, known to Lessee, in the prospect of payment of the greater of Ten Thousand Dollars (\$10,000.00) or five percent (5%) of any sums due on or under any instrument, chattel paper, or account constituting Collateral;
  - F. If Lessor at any time so requests (whether the request is made before or after the occurrence of an Event of Default), promptly deliver to Lessor any instrument, document, or chattel paper constituting Collateral, duly endorsed or assigned by Lessee;
  - G. At all times ensure that the Collateral is insured against risks of fire (including so-called extended coverage), theft, and such other risks and in such amounts as Lessor may

reasonably request, and any loss payable to Lessee thereunder is hereby assigned by the Lessor to the extent of its interest;

- H. From time to time execute such financing statements as Lessor may reasonably require in order to perfect the Security Interest and execute such documents as may be required to have the Security Interest properly perfected;
- I. Pay when due or reimburse Lessor on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees) incurred by Lessor in connection with the creation, perfection, satisfaction, protection, defense, or enforcement of the Security Interest or the creation, continuance, protection, defense, or enforcement of this Agreement or any or all of the Obligations, including expenses incurred in any litigation, bankruptcy, or insolvency proceedings;
- J. Execute, deliver, or endorse any and all chattel paper, instruments, documents, assignments, security agreements, financing statements, and other agreements and writings which Lessor may at any time reasonably request in order to secure, protect, perfect, or enforce the Security Interest and Secured Party's rights under this Agreement;
- K. Not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state, or local law, statute, or ordinance;
- L. Permit Lessor at any time and from time to time to send requests (both before and after the occurrence of an Event of Default) to American Ordinance for verification of amounts owed to Lessee; and

If Lessee at any time fails to perform or observe any agreement contained in this Section 2.4 within a reasonable time after receipt of written notice from Lessor, Lessor may (but need not) perform or observe such agreement on behalf, and in the name, place, and stead, of Lessee (or, at Lessor's option, in Lessor's own name) and may (but need not) take any and all other actions which Lessor may reasonably deem necessary to cure or correct such failure (including without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account Lessees or other obligors, the procurement and maintenance of insurance, the execution of financing statements the endorsement of instruments, and the procurement of repairs, transportation, or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Lessees shall thereupon pay Lessor, on demand, the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by Lessor in connection with or as a result of Lessor's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Lessor at the rate set forth in the Note. To facilitate the performance or observance by Lessor of such agreements of Lessee, Lessee hereby irrevocably appoint (which appointment is coupled with an interest) Lessor, or its delegate, as the attorney-in-fact of Lessee with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse, or file, in the name of and on behalf of Lessee, any and all instruments, documents, financing statements,

applications for insurance, and other agreements and writings required to be obtained, executed, delivered, or endorsed by Lessee under this Article 2.

### **ARTICLE 3 COLLECTION RIGHTS OF LESSOR**

Lessor may at any time after the occurrence of any Event of Default notify any third party, or any party obligated to pay any amount due, that such chattel paper, account, or other right to payment has been assigned or transferred to Lessor for security and shall be paid directly to Lessor. If Lessor so requests at any time, Lessee will notify such customer and/or account Lessee and other obligors in writing and will instruct such customers and/or account Lessees or other obligors that the payment due is payable directly to Lessor or to a special lock box under the control of the Lessor. Lessee hereby authorizes and directs Lessor to deposit into a special collateral account to be established and maintained with Lessor all checks, drafts and cash payments received in said lock box. All deposits in said collateral account shall constitute proceeds of Collateral and shall not constitute payment of any Obligation. At its option, Lessor may, at any time, apply finally collected funds on deposit in said collateral account to the payment of the Obligations in such order of application as Lessor may determine, or permit Lessee to withdraw all or any part of the balance on deposit in said collateral account. If a collateral account is so established, Lessee agrees that it will promptly deliver to Lessor, for deposit into said collateral account, all payments on accounts and chattel paper received by them. All such payments shall be delivered to Lessor in the form received (except for Lessee's endorsement where necessary). Until so deposited, all payments on accounts and chattel paper received by Lessee shall be held in trust by Lessee for and as the property of Lessor and shall not be commingled with any funds or property of Lessee. At any time after Lessor or Lessee gives such notice to an account Lessee or other obligor, Lessor may (but need not), in its own name or in Lessee's name, demand, sue for, collect, or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account, or other right to payment, or grant any extension to, make any compromise or settlement with, or otherwise agree to waive, modify, amend, or change the obligations (including collateral obligations) of any such account Lessee or other obligor.

### **ARTICLE 4 ASSIGNMENT OF INSURANCE**

Lessee hereby assigns to Lessor, as additional security for the payment of the Obligations, right to any and all moneys (including but not limited to proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Lessee under or with respect to, any and all policies of insurance covering or related to the Collateral, and Lessee hereby directs the issuer of any such policy to show Lessor as loss payee thereon and to pay any such moneys directly to Lessor. Both before and after the occurrence of an Event of Default, Lessor may (but need not), in its own name or in Lessee's name, execute and deliver proofs of claim, receive all moneys, endorse checks, and other instruments representing payment of such moneys, and adjust, litigate, compromise, or release any claim against the issuer of any such policy.

## ARTICLE 5 EVENTS OF DEFAULT

Each and any one of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"):

- A. if Lessee fails to pay to Lessor any amount due under any of the Lease within five (5) days of the date the same becomes due and in good funds after receipt of written notice from Lessor of such failure; or
- B. if Lessee shall default in the performance of any agreement, term, provision, condition, or covenant (other than nonpayment) required to be performed or observed under the Lease; or
- C. if Lessee fails to duly and punctually perform or observe any of the other covenants or agreements contained herein; or
- D. a garnishment, summons or a writ of attachment shall be issued against or served upon Lessor for the attachment of any property of Lessee or any indebtedness owing to Lessee.

## ARTICLE 6 REMEDIES UPON EVENT OF DEFAULT

Upon the occurrence of an Event of Default under Article 5 and at any time thereafter, Lessor may exercise any one or more of the following rights and remedies:

- A. Declare the principal balance of the Obligations to be immediately due and payable; exercise and enforce any or all rights and remedies available upon default to a secured party under the Uniform Commercial Code, as adopted in the State of Minnesota, including but not limited to, the right to take possession of any collateral, proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which Lessee hereby expressly waives), and the right to sell, lease, or otherwise dispose of any or all of the Collateral, and in connection therewith, Lessor may require Lessee to assemble the Collateral and make it available to Lessor at a place to be designated by Lessor which is reasonably convenient to both parties, and if notice to Lessee of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in Article 9 of UCC) at least ten (10) calendar days prior to the date of intended disposition or other action);
- B. Exercise or enforce any and all other rights or remedies available to Lessor by law or agreement against the Collateral, against Lessee, or against any other person or property.

Lessor is hereby granted a non-exclusive, world-wide, and royalty-free license to use or otherwise exploit all trademarks, trade secrets, franchises, copyrights, and patents of Lessee that Lessor deems necessary or appropriate to the disposition of any Collateral.

**ARTICLE 7  
OTHER PERSONAL PROPERTY**

Unless at the time Lessor takes possession of any Collateral, or within seven (7) days thereafter, Lessee gives written notice to Lessor of the existence of any goods, papers, or other property of Lessee, not affixed to or constituting a part of such Collateral, but which are located or found upon or within such Collateral, describing such property, Lessor shall not be responsible or liable to Lessee for any action taken or omitted by or on behalf of Lessor with respect to such property without actual knowledge of the existence of any such property or without actual knowledge that it was located or to be found upon or within such Collateral.

**ARTICLE 8  
MISCELLANEOUS**

- 8.1 No delay on the part of Lessor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein specified are cumulative and are not exclusive of any rights or remedies which Lessor would otherwise have. No amendment, modification or waiver of, or consent with respect to any provision hereof shall in any event be effective against Lessor unless the same shall be in writing and signed by Lessor.
- 8.2 The rights, options, powers and remedies granted in this Agreement shall extend to Lessor and to its successors and assigns, and shall be binding upon Lessee and its successors and assigns and shall be applicable hereto and to all renewals and/or extensions hereof.
- 8.3 Lessee agrees to pay all fees and out-of-pocket disbursements incurred by Lessor in connection with the preparation, execution, delivery, administration and enforcement of this Agreement and the transaction contemplated herein, and any waivers of amendments with respect hereto, including all costs of collection and including, without limitation, the fees and disbursements of counsel (including inside counsel) for Lessor.
- 8.4 Any notice, request or demand, document, consent or other instrument to be given, sent or furnished by any party to any other party shall be in writing and personally delivered or sent by United States regular or express mail or other similar types of overnight mail delivery. Notice shall be deemed received: (i) three (3) business days after the same is deposited in the United States post office box, via regular mail, postage prepaid; (ii) one (1) business day after the same is deposited in a United States post office for overnight mail delivery, postage prepaid or deposited in a similar type of overnight mail delivery; or (iii) on the same day of personal delivery; if properly addressed to Lessor or Lessee, as applicable, at the address below, or such other addresses as Lessor or Lessee may from time to time specify in writing:

If to Lessee: 1143 Northern Boulevard  
Clarks Summit, PA 18411  
 \_\_\_\_\_  
 \_\_\_\_\_

If to Lessor: **Data Sales Co., Inc.**  
**3450 West Burnsville Parkway**  
**Burnsville, MN 55337**

- 8.5 This Agreement shall be governed by the laws of the State of Minnesota.
- 8.6 Lessee shall do all things and deliver all instruments requested by Lessor to protect, perfect or enforce any security interest given to Lessor hereunder. A carbon, photographic or other reproduction of this Agreement may be filed as a financing statement. Lessee hereby authorizes Lessor, to the extent permitted by applicable law, to execute any financing statement, file a copy or duplicate original of this document or other document or instrument that Lessor may require to perfect, protect or establish a lien or security interest granted to Lessor hereunder or any of the documents and instruments delivered to Lessor pursuant to this Agreement.
- 8.7 Lessor is not a partner or joint venturer with Lessee, and Lessee agrees to indemnify and hold Lessor harmless from any and all damages resulting from such a construction or alleged construction of the relationship between the parties.
- 8.8 This Agreement is a complete statement of the terms and conditions pursuant to which this Agreement is made. All prior verbal discussions are merged in the governing terms of this Agreement which is amendable only pursuant to an exhibit attached for that purpose and separately signed by both Lessor and Lessee, or by other writing stating the terms of such modification or change and separately signed by both Lessor and Lessee. This Agreement may not be modified verbally, and Lessee waives reliance on any oral understandings or representations.
- 8.9 This Agreement may be executed in any number of counterparts (no one of which need contain the signature of more than one party hereto so long as each party hereto executes at least one such counterpart), which counterparts shall have the same effect as if the signature thereto and hereto were upon the same instrument.
- 8.10 This Agreement is a continuing obligation on the part of Lessee and shall be binding upon Lessee, its successors and assigns and shall inure to the benefit of and be enforceable by Lessor and its successors, transferees and assigns.
- 8.11 Lessor and Lessee hereby waive any right to a trial by jury under any action or proceeding arising directly or indirectly out of this Agreement or any other document relating to either Obligations from Lessor to Lessee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**LESSEE:**

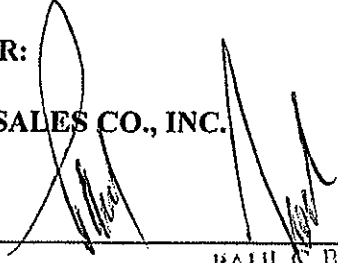
Volumedrive Inc

By: 

Its: CEO

**LESSOR:**

**DATA SALES CO., INC.**

By: 

Its: PAUL C BRECKNER  
PRESIDENT / CEO

431943



File Number: 2011071802668  
 Date Filed: 07/15/2011 08:00 AM  
 Carol Aichele  
 Secretary of the Commonwealth

**UCC FINANCING STATEMENT**  
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)  
 Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 9309 DATA SALES COMP

CT Lien Solutions 29047010  
 P.O. Box 29071  
 Glendale, CA 91209-9071 PENN

Commonwealth of Pennsylvania  
 UCC1 Initial Filing 2 Page(s)



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  
**VOLUMEDRIVE INC**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 1143 Northern Boulevard Clarks Summit PA 18411 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION CORPORATION 1f. JURISDICTION OF ORGANIZATION PA 1g. ORGANIZATIONAL ID #, if any 3830949  NONE

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

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  NONE

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

3a. ORGANIZATION'S NAME  
**Data Sales Co., Inc.**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
 3450 West Burnsville Parkway Burnsville MN 55337 USA

4. This FINANCING STATEMENT covers the following collateral:

All assets of Debtor now owned or hereafter acquired including, but not limited to, the following: All of accounts, deposit accounts, commercial tort claims, credit balances, rights to payment, receivables, contract rights, investment property, instruments, chattel paper, documents, loans and obligations receivable, tax refunds, unbilled time and fees, and work in process of Debtor, letter of credit rights, software, and money, together with the proceeds from insurance and condemnation relating to any of the property of Debtor in which Lessor has a security interest, all forms of obligations whatsoever owing to Debtor, together with all right, title, security and guaranties with respect to each receivable or obligation owed to Debtor; and All present and future inventory, wherever located, including, but not limited to all merchandise, raw materials, parts, supplies, work in process, finished products intended for sale, rent, or lease, and all packaging materials of every kind and description now or at any time hereafter owned by and in the custody or possession, actual or constructive, of Debtor, including such inventory as is temporarily out of custody or possession of Debtor and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing; and All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, furniture, fixtures, medical equipment and devices, and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list furnished to Lessor by Debtor (but no such schedule or list need be furnished in order for the security interest to be valid as to all of Debtor's equipment); and All tangible personal property and chattels, including but not limited to all plumbing, heating, and lighting apparatus, mantels, floor coverings, furniture, beds, furnishings and supplies, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, blinds, gas, electric, air-conditioning, heating, ventilating and sprinkling and other fire prevention or fire extinguishing equipment of whatsoever kind and nature, if any, and all other articles of personal property which are located on or used or usable in connection with the management, operation and

Continued on addendum.

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

6.  This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  All Debtors  Debtor 1  Debtor 2  Debtor 3

8. OPTIONAL FILER REFERENCE DATA

**EXHIBIT "D"**



## FORMAL NOTICE OF DEFAULT

March 12, 2011

VIA:  
U.S. P.S. Certified Mail

Mr. Josh Bohanon  
Volumedrive Inc  
1143 Northern Boulevard  
Clarks Summit, PA 18411

RE: FORMAL NOTICE OF DEFAULT

Dear Mr. Bohanon:

The purpose of this letter is to formally provide you with written notice that Volumedrive Inc ("Volumedrive") is in default under Master Equipment Lease No. 53-10191, dated February 11, 2011 pursuant to Section 15, "DEFAULT", such payment default is for the month of February and March 2012 and applicable taxes due on the Lease.

Volumedrive will have ten (10) days within which to cure this default in the amount of \$25,099.66. If the said default is not cured within the ten (10) days, Data Sales Co., Inc., or our assign, may pursue any and all legal remedies as described in Section 16 of the Master Equipment Lease as well as exercise our rights and remedies pursuant to the Security Agreement dated February 11, 2012 between Volumedrive and Data Sales Co., Inc. dated February 11, 2011.

If you have any questions regarding this notice, please contact me at (800) 328-2730. There shall be no other notice provided to you as it relates to this default. To the extent that an alternative agreement or arrangement is reached between Volumedrive and Data Sales Co., Inc., or our assign, such agreement or arrangement shall only be deemed valid and binding if stated in writing and signed by an officer of Data Sales Co., Inc., or our assign.

Sincerely,



Peter D. Johnson

Vice President – Credit & Lease Operations

**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

7000 0520 0014 2425 6491

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

*Handwritten signature: [Signature]*

Recipient's Name (Please Print Clearly) (to be completed by mailer)  
 Josh Bohannon Volumeckive Inc.  
 Street, Apt. No., or PO Box No.  
 1143 Northern Boulevard  
 City, State, ZIP+4  
 Clarks Summit, PA 18411

PS Form 3800, February 2004 See Reverse for Instructions

UNITED STATES POSTAL SERVICE

MAR 19 2011

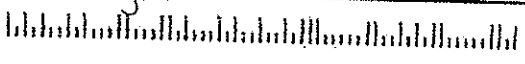


First-Class Mail  
 Postage & Fees Paid  
 USPS  
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Walt Sales Co.  
 3450 W. Burksville Parkway  
 Burksville, MD 20837

Sent By: P. Johnson



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>[Signature]</i></p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>Troy Comstock 3/16</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>Mr. Josh Bohannon                  Volumeckive Inc.                  1143 Northern Boulevard                  Clarks Summit, PA                  18411</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p>7000 0520 0014 2425 6491</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

**EXHIBIT "E"**

## VolumeDrive - Open Invoices Through 9/30/13

**Past Due Invoices:**

Invoice	Source	Date	Invoice Amount	Paid	Open	Age	Typ	Notes
534125	Sch 4	1/1/2013	\$ 5,597.00	\$ 4,490.95	\$ 1,106.05	245	L	Partial Payment Made
537749	Sch 1	2/1/2013	\$ 3,642.13	\$ -	\$ 3,642.13	214	L	
537750	Sch 2	2/1/2013	\$ 2,407.06	\$ -	\$ 2,407.06	214	L	
537751	Sch 3	2/1/2013	\$ 511.08	\$ -	\$ 511.08	214	L	
537752	Sch 4	2/1/2013	\$ 5,597.00	\$ -	\$ 5,597.00	214	L	
541829	Sch 1	3/1/2013	\$ 3,642.13	\$ -	\$ 3,642.13	186	L	
541830	Sch 2	3/1/2013	\$ 2,407.06	\$ -	\$ 2,407.06	186	L	
541831	Sch 3	3/1/2013	\$ 511.08	\$ -	\$ 511.08	186	L	
541832	Sch 4	3/1/2013	\$ 5,597.00	\$ -	\$ 5,597.00	186	L	
545586	Sch 1	4/1/2013	\$ 3,642.13	\$ -	\$ 3,642.13	155	L	
545587	Sch 2	4/1/2013	\$ 2,407.06	\$ -	\$ 2,407.06	155	L	
545588	Sch 3	4/1/2013	\$ 511.08	\$ -	\$ 511.08	155	L	
545589	Sch 4	4/1/2013	\$ 5,597.00	\$ -	\$ 5,597.00	155	L	
549579	Sch 1	5/1/2013	\$ 3,642.13	\$ -	\$ 3,642.13	125	L	
549580	Sch 2	5/1/2013	\$ 2,407.06	\$ -	\$ 2,407.06	125	L	
549581	Sch 3	5/1/2013	\$ 511.08	\$ -	\$ 511.08	125	L	
549582	Sch 4	5/1/2013	\$ 5,597.00	\$ -	\$ 5,597.00	125	L	
553180	Sch 1	6/1/2013	\$ 3,642.13	\$ -	\$ 3,642.13	94	L	
553181	Sch 2	6/1/2013	\$ 2,407.06	\$ -	\$ 2,407.06	94	L	
553182	Sch 3	6/1/2013	\$ 511.08	\$ -	\$ 511.08	94	L	
553183	Sch 4	6/1/2013	\$ 5,597.00	\$ -	\$ 5,597.00	94	L	
556565	Sch 1	7/1/2013	\$ 3,642.13	\$ -	\$ 3,642.13	64	L	
556566	Sch 2	7/1/2013	\$ 2,407.06	\$ -	\$ 2,407.06	64	L	
556567	Sch 3	7/1/2013	\$ 511.08	\$ -	\$ 511.08	64	L	
556568	Sch 4	7/1/2013	\$ 5,597.00	\$ -	\$ 5,597.00	64	L	
560009	Sch 1	8/1/2013	\$ 3,642.13	\$ -	\$ 3,642.13	33	L	
560010	Sch 2	8/1/2013	\$ 2,407.06	\$ -	\$ 2,407.06	33	L	
560011	Sch 3	8/1/2013	\$ 511.08	\$ -	\$ 511.08	33	L	
560012	Sch 4	8/1/2013	\$ 5,597.00	\$ -	\$ 5,597.00	33	L	
563540	Sch 1	9/1/2013	\$ 3,642.13	\$ -	\$ 3,642.13	3	L	
563541	Sch 2	9/1/2013	\$ 2,407.06	\$ -	\$ 2,407.06	3	L	
563542	Sch 3	9/1/2013	\$ 511.08	\$ -	\$ 511.08	3	L	
563543	Sch 4	9/1/2013	\$ 5,597.00	\$ -	\$ 5,597.00	3	L	
<b>Total</b>					<b>\$ 98,364.21</b>			

**VolumeDrive - Open Invoices Through 9/30/13**

**Future Payments owed:**

October Rentals for leases that are on Month to Month as of 8/31/13. (This is to account for the 60 days termination notice obligation.)

Sch 1	\$ 3,642.13	Original Term Date 3/31/13
Sch 2	\$ 2,407.06	Original Term Date of 5/31/13
Sch 3	\$ 511.08	Original Term Date of 8/31/13
	<u>\$ 6,560.27</u>	

October and November Rentals for Schedule 4 that has maturity date of 11/30/13

Sch 4	\$ 5,597.00	October Payment
	\$ 5,597.00	November Payment
	<u>\$ 11,194.00</u>	

**Total Remaining Payments Due: \$ 17,754.27**

**TOTAL OF PAYMENTS DUE: \$ 116,118.48**

<b>FMV of Stolen Equipment \$ 44,678.80</b>
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**EXHIBIT "F"**



VolumeDrive - Equipment Missing

SCHEDULE : 1  
ORIGINAL LOCATION PER DOCS: 422 Prescott Ave, Scranton, PA 18510

Mfg#	Part #	Description
DE	224-6816	POWEREDGE T110 CHASSIS WITH UPTO 4 CABLED HARD DRIVES Total

Total: 73

Missing: 33

Total Cost: \$ 18,085.28

Missing Serial Numbers:

J3MTBP1	J3TSBP1	J3YTBP1	J42TBP1	J47SBP1
J3PRBP1	J3VSBP1	J3ZRBP1	J43RBP1	J47VBP1
J3QRBP1	J3VTBP1	J40VBP1	J43SBP1	J49RBP1
J3RRBP1	J3XSBP1	J41RBP1	J43VBP1	J49SBP1
J3RSBP1	J3XTBP1	J41TBP1	J44RBP1	J49TBP1
J3RTBP1	J3YRBP1	J42RBP1	J46RBP1	
J3SSBP1	J3YSBP1	J42SBP1	J47RBP1	

DE 224-6640

POWEREDGE R210 CHASSIS WITH UP TO 2 CABLED HDS AND QUAD-PACK LED DIAGNOSTICS

Quantity: 33

Missing: 10

Total Cost: \$ 7,458.60

Missing Serial Numbers:

HQ7RBP1	HQ8SBP1	HQ9SBP1	HQDRBP1	HQFSBP1
HQ7TBP1	HQ8TBP1	HQ9TBP1	HQDSBP1	HQHTBP1

DE 224-8664

PE R510 CHASSIS FOR UP TO FOUR 3.5" CABLED HARD DRIVES, LED

Quantity: 2

Missing: 2

Total Cost: \$ 5,100.05

Missing Serial Numbers:

8YSS8Q1	CBP86Q1
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### VolumeDrive - Equipment Missing

DE 330-6301

2/4-POST STATIC RAILS FOR 1U AND 2U SYSTEMS, CUSTOMER INSTALLATION

Quantity:	33
Missing:	33
Total Cost:	\$ 2,309.67

Missing Serial Numbers:

ALL unaccounted for

SCHEDULE : 2

ORIGINAL LOCATION PER DOCS: 422 Prescott Ave, Scranton, PA 18510

Mfgr Part #	Description	Quantity:
DE 224-6640	POWEREDGE R210 CHASSIS WITH UP TO 2 CABLED HDS AND QUAD-PACK LED DIAGNOSTICS	40
		Missing: 22
		Total Cost: \$ 16,288.80

Missing Serial Numbers:

HRORCP1	HR2KCP1	J57JCP1	J58SCP1	J59SCP1
HRROSCP1	HR3HCP1	J57KCP1	J59HCP1	J5BHCP1
HRIRCP1	HR3JCP1	J57QCP1	J59KCP1	
HRISCP1	HR3KCP1	J57RCP1	J59QCP1	
HR2JCP1	HR3QCP1	J58PCP1	J59RCP1	

DE 224-6816	POWEREDGE T110 CHASSIS WITH UPTO 4 CABLED HARD DRIVES Total	Quantity: 23
		Missing: 11
		Total Cost: \$ 6,062.19

Missing Serial Numbers:

HMQRCP1	HMRJCP1	HMRQCP1	HMSJCP1	HMTHCP1
HMRGCP1	HMRKCP1	HMSHCP1	HMSKCP1	
HMRHCP1	HMRPCP1			

DE 224-8665	PE R510 CHASSIS FOR UP TO EIGHT HOT SWAP HARD DRIVES AND INTEL- 56XX PROCESSORS	Quantity: 2
		Missing: 1
		Total Cost: \$ 2,880.24

Missing Serial Numbers:

57B5DQ1
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SCHEDULE : 3

ORIGINAL LOCATION PER DOCS: 422 Prescott Ave, Scranton, PA 18510

Volume Drive - Equipment Missing

Mfg #	Part #	Description	Quantity:
DE	224-8665	PE R510 CHASSIS FOR UP TO EIGHT HOT SWAP HARD DRIVES AND INTEL- 56XX PROCESSORS	4
			Missing: 3
			Total Cost: \$ 7,621.20

Missing Serial Numbers:

FY0G7R1	GY0G7R1	JY0G7R1
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Volume Drive - Equipment Missing

SCHEDULE : 4

ORIGINAL LOCATION PER DOCS: 800 Water St, #202, Jacksonville, FL 32204

Mfgr Part # Description

SM 141-512L-2001 SUPERMICRO 1U 2XSATA FIXED 200W HE BLACK

Quantity: 160  
 Missing: 66  
 Total Cost: \$ 40,755.00

Missing Serial Numbers:

C51200A30L30556		C51200A30L30776	C51200A31M00392
C51200A30L30558		C51200A30L30779	C51200A31M00399
C51200A30L30567		C51200A30L30827	C51200A31M00400
C51200A30L30595		C51200A30L30828	C51200A31M00402
C51200A30L30596		C51200A30L30829	C51200A31M00403
C51200A30L30606		C51200A30L30832	C51200A31M00405
C51200A30L30677		C51200A30L30834	C51200A31M00406
C51200A30L30733		C51200A30L30841	C51200A31M00407
C51200A30L30734		C51200A30L30843	C51200A31M00408
C51200A30L30740		C51200A30L30845	C51200A31M00410
C51200A30L30742		C51200A31M00204	C51200A31M00411
C51200A30L30743		C51200A31M00205	C51200A31M00412
C51200A30L30745		C51200A31M00206	C51200A31M00413
C51200A30L30747		C51200A31M00210	C51200A31M00418
C51200A30L30751		C51200A31M00211	C51200A31M00419
C51200A30L30754		C51200A31M00239	C51200A31M00420
C51200A30L30756		C51200A31M00240	C51200A31M00424
C51200A30L30758		C51200A31M00242	C51200A31M00436
C51200A30L30760		C51200A31M00244	C51200A31M00438
C51200A30L30763		C51200A31M00245	C51200A31M00440
C51200A30L30765		C51200A31M00248	C51200A31M00442
C51200A30L30766		C51200A31M00388	
C51200A30L30768		C51200A31M00389	

VolumeDrive - Equipment Missing

CI WS-C6509 CATALYST 6509 CHASSIS

Quantity: 1  
 Missing: 1  
 Total Cost: \$ 8,000.00

Missing Serial Numbers:

TSC0721009K
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**TOTAL COST OF ALL MISSING EQUIPMENT:** \$ 114,561.03  
 FMV 39%  
 Total Value \$ 44,678.80  
 Bond Requirement \$ 89,357.60


**EXHIBIT "G"**

VolumeDrive Owned Assets Pledged as Collateral

Location	Qty	Make	Model	Type	Description	Unit FMV	Total FMV
Scranton DC	2	Cisco	PIX 501	Firewall	5 Port Firewall	\$ 15.00	\$ 30.00
Scranton DC	5	Cisco	Catalyst 6506	Network Router	6 Slot Network Router	\$ 45.00	\$ 225.00
Scranton DC	10	Cisco	Catalyst WS-2950G-48-EI	Network Switch	48 port network switch	\$ 75.00	\$ 375.00
Scranton DC	1	Cisco	WS-X6348	Network Switch	48 port SC Fiber Network Switch	\$ 15.00	\$ 15.00
Scranton DC	1	Extreme Networks	WS-X6408A-GBIC	Network Switch	Modulare Network Switch	\$ 20.00	\$ 20.00
Scranton DC	5	Cisco	Alpine 3808	Network Switch	Layer3 Network Routing Switch	\$ 100.00	\$ 500.00
Scranton DC	6	Dell	WS-X6K-S2U-MFSC2	Network Switch L3	1U Rackmount Dual AMD Opt/4GB Ram/1TB SATA HD	\$ 50.00	\$ 300.00
Scranton DC	20	Appro	Poweredge SC1435	Server	1U Rackmount Dual AMD Opt/4GB Ram/120GB HD	\$ 45.00	\$ 900.00
Scranton DC	18	Verat Systems	1122Hi	Server	1U Rackmount Dual AMD Opt/4GB Ram/120GB HD	\$ 45.00	\$ 810.00
Scranton DC	11	Rackable	N/A	Server	1U Rackmount Dual Xeon/4GB/Dual 36GB SCSI HD	\$ 220.00	\$ 2,420.00
Scranton DC	1	HP	N/A	Server	1U Rackmount Dual Xeon/16GB/Four 500 GB SATA HD	\$ 35.00	\$ 35.00
Scranton DC	1	Dell	Poweredge 1750	Server	1U Rackmount Xeon 3050/4GB/160GB HD	\$ 130.00	\$ 130.00
Scranton DC	7	IBM	Xseries 335	Server	1U Rackmount Xeon 3050/4GB/160GB HD	\$ 35.00	\$ 245.00
Scranton DC	62	Supermicro	5015B-NTRB	Server	1U Rackmount Xeon 3050/4GB/Dual 36GB SCSI HD	\$ 35.00	\$ 2,170.00
Scranton DC	10	Supermicro	5015B-NTRB	Server	1U Rackmount Xeon 3050/4GB/Dual 250GB HD RAID	\$ 35.00	\$ 350.00
Scranton DC	11	Supermicro	5015B-NTRB	Server	1U Rackmount Xeon/2GB/160GB HD	\$ 35.00	\$ 385.00
Scranton DC	59	Supermicro	SYS-6014V-T2B	Server	1U Rackmount Xeon/2GB/Dual 750GB HD	\$ 35.00	\$ 2,065.00
Scranton DC	14	Supermicro	SYS-6014V-T2B	Server	1U Rackmount Xeon/4GB/500GB HD	\$ 35.00	\$ 490.00
Scranton DC	2	Supermicro	SYS-6014V-T2B	Server	2U Rackmount Dual Xeon/8GB/Six 73GB SCSI HD	\$ 50.00	\$ 100.00
Scranton DC	20	Supermicro	SYS-6016T-UJF	Server	2U Rackmount i7 975/8GB/Dual 1TB HD	\$ 20.00	\$ 400.00
Scranton DC	1	HP	Proliant DL385	Server	AMD X2 4200 / 4 GB DDR Ram / 1.5 TB SATA	\$ 150.00	\$ 150.00
Scranton DC	7	Supermicro	SuperServer 5026T-TB	Server	AMD Athlon 64 / 4 GB / 500 GB	\$ 320.00	\$ 2,240.00
Scranton DC	23	Supermicro	SuperServer 5026T-TB	Server	AMD Athlon 64 3200 / 2 GB / 250 GB SATA	\$ 65.00	\$ 1,495.00
Scranton DC	1	Custom	CL-32	Server	AMD Athlon II X2 / 2 GB DDR3 / 120 GB SATA	\$ 175.00	\$ 175.00
Scranton DC	1	Custom	CL-700	Server	AMD Athlon II X2 / 2 GB DDR3 / 250 GB SATA	\$ 320.00	\$ 320.00
Scranton DC	1	Custom	CL-36	Server	AMD Athlon II X2 / 4 GB DDR / 160 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-20	Server	AMD Athlon II X2 / 4 GB DDR / 250 GB	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-276	Server	AMD Athlon II X2 / 4 GB DDR / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	2	Custom	CL-38	Server	AMD Athlon II X2 / 4 GB DDR3 / 120 GB SATA	\$ 65.00	\$ 130.00
Scranton DC	4	Custom	CL-203	Server	AMD Athlon II X2 / 2 GB DDR3 / 250 GB SATA	\$ 65.00	\$ 260.00
Scranton DC	1	Custom	CL-272	Server	AMD Athlon II X2 / 2 GB DDR3 / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	2	Custom	CL-420	Server	AMD Athlon II X2 / 2 GB DDR3 / 500 GB SATA	\$ 65.00	\$ 130.00
Scranton DC	1	Custom	CL-69	Server	AMD Athlon II X2 / 4 GB DDR / 160 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	2	Custom	CL-419	Server	AMD Athlon II X2 / 4 GB DDR / 250 GB	\$ 65.00	\$ 130.00
Scranton DC	2	Custom	CL-463	Server	AMD Athlon II X2 / 4 GB DDR2 / 250 GB	\$ 65.00	\$ 130.00
Scranton DC	1	Custom	CL-439	Server	AMD Athlon II X2 / 4 GB DDR3 / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	2	Custom	CL-464	Server	AMD Athlon II X2 / 4 GB DDR3 / 250 GB SATA	\$ 65.00	\$ 130.00
Scranton DC	1	Custom	CL-314	Server	AMD Athlon II X2 / 4 GB DDR3 / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-497	Server	AMD Athlon II X2 / 4 GB DDR3 / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-107	Server	AMD Athlon II X2 / 4 GB DDR3 / 500 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-101	Server	AMD Athlon II X2 / 4 GB DDR3 / 500 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-369	Server	AMD Athlon X2 / 2 GB / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-161	Server	AMD Athlon X2 / 2 GB DDR / 120 GB SATA / 80 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	2	Custom	CL-428	Server	AMD Athlon X2 / 2 GB DDR / 2 TB SATA / 2 TB SATA	\$ 65.00	\$ 130.00
Scranton DC	1	Custom	CL-426	Server	AMD Athlon X2 / 2 GB DDR / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-45	Server	AMD Athlon X2 / 2 GB DDR2 / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-128	Server	AMD Athlon X2 / 2 GB DDR2 / 400 GB IDE	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-50	Server	AMD Athlon X2 / 2 GB DDR2 / 500 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-449	Server	AMD Athlon X2 / 2 GB DDR2 / 500 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-184	Server	AMD Athlon X2 / 2 GB DDR3 / 2 TB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-71	Server	AMD Athlon X2 / 4 GB / 160 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-186	Server	AMD Athlon X2 / 4 GB DDR / 80 GB SATA / 500 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-475	Server	AMD Athlon X2 / 4 GB DDR / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-414	Server	AMD Athlon X2 / 4 GB DDR2 / 160 GB SATA / 1 TB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-210	Server	AMD Athlon X2 / 4 GB DDR2 / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-246	Server	AMD Athlon X2 / 4 GB DDR2 / 500 GB SATA / 2 TB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-430	Server	AMD Athlon X2 / 4 GB DDR2 / 2 TB	\$ 65.00	\$ 65.00



VolumeDrive Owned Assets Pledged as Collateral

Location	Qty	Make	Model	Type	Description	Unit FMV	Total FMV
Scranton DC	1	Custom	CL-465	Server	AMID Athlon X2 / 4 GB DDR3 / 250 GB SATA / 250 GB IDE	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-131	Server	AMID Athlon X2 4000 / 2 GB DDR Ram / 120GB SATA / 160GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-159	Server	AMID Athlon X2 4000 / 4 GB DDR Ram / 250 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-371	Server	AMID Athlon X2 4050e / 2 GB DDR2 Ram / 250 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-93	Server	AMID Athlon X2 4200 / 1 GB / 120 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-04	Server	AMID Athlon X2 4200 / 1 GB DDR / 160 GB / 160 GB	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-287	Server	AMID Athlon X2 4200 / 1 GB DDR / 500 GB SATA / 1 TB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-70	Server	AMID Athlon X2 4200 / 2 GB / 500 GB	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-125	Server	AMID Athlon X2 4200 / 2 GB DDR / 120 GB SATA / 120 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-168	Server	AMID Athlon X2 4200 / 2 GB DDR / 160 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-266	Server	AMID Athlon X2 4200 / 2 GB DDR / 160 GB SATA / 80 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-22	Server	AMID Athlon X2 4200 / 2 GB DDR / 160 GB SATA / 120 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	13	Custom	CL-61	Server	AMID Athlon X2 4200 / 2 GB DDR / 200 GB SATA / 120 GB SATA	\$ 150.00	\$ 1,950.00
Scranton DC	2	Custom	CL-286	Server	AMID Athlon X2 4200 / 2 GB DDR / 250 GB SATA	\$ 150.00	\$ 300.00
Scranton DC	3	Custom	CL-216	Server	AMID Athlon X2 4200 / 2 GB DDR / 250 GB SATA / 250 GB SATA	\$ 150.00	\$ 450.00
Scranton DC	1	Custom	CL-43	Server	AMID Athlon X2 4200 / 2 GB DDR / 500 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-172	Server	AMID Athlon X2 4200 / 2 GB DDR / 1 TB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-187	Server	AMID Athlon X2 4200 / 2 GB DDR2 / 120 GB SATA Hard Drive	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-88	Server	AMID Athlon X2 4200 / 4 GB / 250 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-409	Server	AMID Athlon X2 4200 / 4 GB DDR / 80 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-248	Server	AMID Athlon X2 4200 / 4 GB DDR / 120 GB SATA / 160 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-96	Server	AMID Athlon X2 4200 / 4 GB / 250 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-97	Server	AMID Athlon X2 4200 / 4 GB DDR / 160 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	2	Custom	CL-130	Server	AMID Athlon X2 4200 / 4 GB DDR / 160 GB SATA / 160 GB SATA	\$ 150.00	\$ 300.00
Scranton DC	1	Custom	CL-89	Server	AMID Athlon X2 4200 / 4 GB DDR / 160 GB / 200 GB	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-156	Server	AMID Athlon X2 4200 / 4 GB DDR / 250 GB	\$ 150.00	\$ 150.00
Scranton DC	6	Custom	CL-240	Server	AMID Athlon X2 4200 / 4 GB DDR / 250 GB IDE	\$ 150.00	\$ 900.00
Scranton DC	6	Custom	CL-120	Server	AMID Athlon X2 4200 / 4 GB DDR / 250 GB SATA	\$ 150.00	\$ 900.00
Scranton DC	1	Custom	CL-105	Server	AMID Athlon X2 4200 / 4 GB DDR / 250 GB SATA / 250 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	3	Custom	CL-288	Server	AMID Athlon X2 4200 / 4 GB DDR / 400 GB SATA	\$ 150.00	\$ 450.00
Scranton DC	1	Custom	CL-251	Server	AMID Athlon X2 4200 / 4 GB DDR / 1 TB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-106	Server	AMID Athlon X2 4200 / 4 GB DDR / 1 TB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-256	Server	AMID Athlon X2 4200 / 4 GB DDR / 1 TB SATA / 1 TB SATA	\$ 150.00	\$ 150.00
Scranton DC	2	Custom	CL-144	Server	AMID Athlon X2 4200 / 4 GB DDR / 2 TB SATA	\$ 150.00	\$ 300.00
Scranton DC	2	Custom	CL-196	Server	AMID Athlon X2 4200 / 4 GB DDR2 / 120 GB SATA / 160 GB SATA	\$ 150.00	\$ 300.00
Scranton DC	1	Custom	CL-78	Server	AMID Athlon X2 4200 / 4 GB DDR2 / 250 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-100	Server	AMID Athlon X2 4200 / 4 GB DDR2 / 250 GB SATA / 250 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-193	Server	AMID Athlon X2 4200 / 4 GB DDR2 / 2 TB SATA / 2 TB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-263	Server	AMID Athlon X2 4600 / 4 GB DDR2 / 2 TB SATA / 2 TB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-219	Server	AMID Athlon X2 5000 / 4 GB DDR / 120 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-218	Server	AMID Athlon X2 5000 / 4 GB DDR / 120 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-303	Server	AMID Athlon X2 5000 / 2 GB DDR / 160 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-268	Server	AMID Athlon X2 5000 / 2 GB DDR / 160 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	4	Custom	CL-318	Server	AMID Athlon X2 5000 / 2 GB DDR / 160 GB SATA / 160 GB SATA	\$ 150.00	\$ 600.00
Scranton DC	1	Custom	CL-299	Server	AMID Athlon X2 5000 / 4 GB DDR / 250 GB SATA / 250 GB SATA	\$ 155.00	\$ 155.00
Scranton DC	1	Custom	CL-278	Server	AMID Athlon X4 / 4 GB DDR / 160 GB SATA / 160 GB SATA	\$ 320.00	\$ 320.00
Scranton DC	2	Custom	CL-68	Server	AMID Athlon X4 / 4 GB DDR / 500 GB SATA	\$ 320.00	\$ 640.00
Scranton DC	3	Custom	CL-470	Server	AMID Athlon X4 / 4 GB DDR3 / 120 GB SATA / 160 GB SATA	\$ 260.00	\$ 780.00
Scranton DC	3	Custom	CL-152	Server	AMID Athlon X4 / 4 GB DDR3 / 250 GB SATA	\$ 260.00	\$ 780.00
Scranton DC	1	Custom	CL-481	Server	AMID Athlon X4 / 4 GB DDR3 / 320 GB / 250 GB SATA	\$ 260.00	\$ 260.00
Scranton DC	1	Custom	CL-448	Server	AMID Athlon X4 / 4 GB DDR3 / 320 GB SATA / 250 GB SATA	\$ 260.00	\$ 260.00
Scranton DC	3	Custom	CL-476	Server	AMID Athlon X4 / 4 GB DDR3 / 500 GB SATA	\$ 260.00	\$ 780.00
Scranton DC	2	Custom	CL-112	Server	AMID Athlon X4 / 4 GB DDR3 / 500 GB SATA / 500 GB SATA	\$ 260.00	\$ 520.00
Scranton DC	1	Custom	CL-480	Server	AMID Athlon X4 / 4 GB DDR3 / 1 TB SATA	\$ 260.00	\$ 260.00
Scranton DC	1	Custom	CL-206	Server	AMID Athlon X4 / 8 GB DDR / 500 GB SATA / 500 GB SATA	\$ 260.00	\$ 260.00
Scranton DC	1	Custom	CL-478	Server	AMID Athlon X4 / 8 GB DDR3 / 750 GB SATA / 750 GB SATA	\$ 260.00	\$ 260.00
Scranton DC	1	Custom	CL-245	Server	AMID Athlon X4 / 8 GB DDR3 / 1 TB SATA / 1 TB SATA	\$ 260.00	\$ 260.00

Volume Drive Owned Assets Pledged as Collateral

Location	Qty	Make	Model	Type	Description	Unit FMV	Total FMV
Scranton DC	3	Custom	CL-442	Server	AMD Athlon X4 620 / 4 GB DDR3 / 250 GB SATA	\$ 260.00	\$ 780.00
Scranton DC	2	Custom	CL-492	Server	AMD Athlon X4 620 / 8 GB DDR3 / 500 GB SATA / 500 GB SATA	\$ 260.00	\$ 520.00
Scranton DC	1	Custom	CL-496	Server	AMD Athlon X4 620 / 4 GB DDR3 / 500 GB SATA / 500 GB SATA / 500 GB SATA / 500 GB SATA	\$ 260.00	\$ 260.00
Scranton DC	1	Custom	CL-431	Server	AMD Athlon X4 630 / 4 GB DDR3 / 500 GB SATA	\$ 260.00	\$ 260.00
Scranton DC	1	Custom	CL-504	Server	AMD Athlon X4 635 / 4 GB DDR3 / 500 GB SATA	\$ 260.00	\$ 260.00
Scranton DC	1	Custom	CL-421	Server	AMD Athlon II X4 630 / 4 GB DDR3 / 1 TB SATA	\$ 260.00	\$ 260.00
Scranton DC	2	Verari Systems	CL-429	Server	AMD Athlon II X4 630 / 8 GB DDR3 / 500 GB SATA	\$ 260.00	\$ 520.00
Scranton DC	3	Verari Systems		Server	AMD Dual CPU Opteron 246 / 4 GB DDR / 120 GB Hard Drive	\$ 135.00	\$ 405.00
Scranton DC	1	Verari Systems		Server	AMD Dual CPU Opteron 246 / 4 GB DDR ECC / 120 GB Hard Drive	\$ 135.00	\$ 135.00
Scranton DC	1	Verari Systems		Server	AMD Dual CPU Opteron 248 / 4 GB DDR ECC / 120 GB Hard Drive	\$ 135.00	\$ 135.00
Scranton DC	1	Verari Systems		Server	AMD Dual CPU Opteron 246 / 4 GB DDR ECC / 120 GB Hard Drive / 120 GB SATA	\$ 135.00	\$ 135.00
Scranton DC	1	Verari Systems		Server	AMD Dual CPU Opteron 246 / 4 GB DDR ECC / 120 GB Hard Drive / 120 GB Hard Drive	\$ 135.00	\$ 135.00
Scranton DC	2	Verari Systems		Server	AMD Dual CPU Opteron 246 / 4 GB DDR ECC / 250 GB Hard Drive	\$ 135.00	\$ 270.00
Scranton DC	2	Verari Systems		Server	AMD Dual CPU Opteron 246 / 4 GB DDR ECC / 250 GB SATA	\$ 135.00	\$ 270.00
Scranton DC	1	Verari Systems		Server	AMD Dual CPU Opteron 246 / 4 GB DDR ECC / 500 GB SATA	\$ 135.00	\$ 135.00
Scranton DC	1	Verari Systems		Server	AMD Dual CPU Opteron 248 / 4 GB DDR ECC / 250 GB SATA	\$ 135.00	\$ 135.00
Scranton DC	1	Custom	CL-260	Server	AMD FX-8350 4.0GHz (4.2GHz Turbo) 8 cores / 16 GB DDR3 / 500 GB SATA / 500 GB SATA	\$ 375.00	\$ 375.00
Scranton DC	1	Custom	CL-72	Server	AMD Phenom II X4 830 / 4 GB DDR2 / 250 GB SATA	\$ 375.00	\$ 375.00
Scranton DC	1	Custom	CL-484	Server	AMD Phenom II X4 830 / 4 GB DDR3 / 160 GB SATA / 120 GB SATA	\$ 165.00	\$ 165.00
Scranton DC	1	Custom	CL-392	Server	AMD Sempron 3000 AM2 / 4 GB DDR Ram / 120 GB SATA / 120 GB SATA	\$ 165.00	\$ 165.00
Scranton DC	1	Custom	CL-239	Server	Dual AMD Opteron 240 / 2 GB DDR ECC Ram / 1 TB SATA / 1 TB SATA	\$ 20.00	\$ 20.00
Scranton DC	38	COLO	CL-12	Server	COLO / COLO / COLO	\$ 45.00	\$ 1710.00
Scranton DC	1	Custom	CL-622	Server	Dual Intel Xeon E5620 2.4GHz / 32GB Memory / 1 TB SATA / 1 TB SATA / 1 TB SATA	\$ 800.00	\$ 800.00
Scranton DC	1	Custom	CL-33	Server	Celeron 2.66 / 512 MB / 80 GB	\$ 45.00	\$ 45.00
Scranton DC	1	Custom	CL-29	Server	Celeron 2.66 Ghz / 512 MB DDR Ram / 120 GB SATA	\$ 45.00	\$ 45.00
Scranton DC	1	Custom	CL-80	Server	Celeron Dual Core / 8 GB DDR Ram / 500 GB SATA	\$ 120.00	\$ 120.00
Scranton DC	1	Custom	CL-413	Server	Core 2 Duo E8500 / 2 GB DDR2 RAM / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-99	Server	Intel Celeron Conroe / 2 GB DDR / 120 GB SATA / 1 TB SATA	\$ 45.00	\$ 45.00
Scranton DC	1	Custom	CL-95	Server	Intel Celeron Conroe-1 / 420 / 1 GB DDR Ram / 160 GB SATA / 160 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-136	Server	Intel Celeron Dual Core E1200 / 2 GB DDR Ram / 160 GB SATA / 160 GB SATA	\$ 120.00	\$ 120.00
Scranton DC	1	Custom	CL-132	Server	Intel Celeron Dual Core G530 / 4 GB DDR Ram / 500 GB SATA	\$ 120.00	\$ 120.00
Scranton DC	1	Custom	CL-212	Server	Intel Celeron D Dual Core / 2 GB DDR Ram / 250 GB SATA	\$ 120.00	\$ 120.00
Scranton DC	1	Custom	CL-182	Server	Intel Celeron E1200 / 2 GB DDR Ram / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-178	Server	Intel G530 Processor / 4 GB DDR Ram / 250 GB SATA	\$ 105.00	\$ 105.00
Scranton DC	1	Custom	CL-114	Server	Intel G530 Celeron / 4 GB DDR3 / 500 GB SATA	\$ 105.00	\$ 105.00
Scranton DC	1	Custom	CL-31	Server	Intel Celeron G530 / 4 GB / 200 GB SATA / 160 GB SATA / 2 TB SATA	\$ 105.00	\$ 105.00
Scranton DC	1	Custom	CL-103	Server	Intel Celeron G530 / 4 GB / 200 GB SATA / 160 GB SATA / 2 TB SATA	\$ 105.00	\$ 105.00
Scranton DC	2	Custom	CL-306	Server	Intel Celeron G530 / 4 GB DDR / 250 GB SATA	\$ 105.00	\$ 210.00
Scranton DC	1	Custom	CL-129	Server	Intel Celeron G530 / 4 GB DDR2 / 500 GB SATA	\$ 105.00	\$ 105.00
Scranton DC	1	Custom	CL-21	Server	Intel Celeron G530 / 4 GB DDR3 / 120 GB SATA / 160 GB SATA	\$ 105.00	\$ 105.00
Scranton DC	1	Custom	CL-110	Server	Intel Celeron G530 / 4 GB DDR3 / 160 GB SATA / 120 GB SATA	\$ 105.00	\$ 105.00
Scranton DC	8	Custom	CL-08	Server	Intel Celeron G530 / 4 GB DDR3 / 250 GB SATA	\$ 105.00	\$ 840.00
Scranton DC	2	Custom	CL-340	Server	Intel Celeron G530 / 4 GB DDR3 / 250 GB SATA	\$ 105.00	\$ 210.00
Scranton DC	1	Custom	CL-90	Server	Intel Celeron G530 / 4 GB DDR3 / 250 GB SATA / 250 GB SATA	\$ 105.00	\$ 105.00
Scranton DC	1	Custom	CL-74	Server	Intel Celeron G530 / 4 GB DDR3 / 250 GB SATA / 500 GB SATA	\$ 105.00	\$ 105.00
Scranton DC	4	Custom	CL-109	Server	Intel Celeron G530 / 4 GB DDR3 / 250 GB SATA / 1 TB SATA	\$ 105.00	\$ 420.00
Scranton DC	1	Custom	CL-77	Server	Intel Celeron G530 / 4 GB DDR3 / 500 GB SATA	\$ 105.00	\$ 105.00
Scranton DC	1	Custom	CL-454	Server	Intel Celeron G530 / 4 GB DDR3 / 1 TB SATA	\$ 105.00	\$ 105.00
Scranton DC	1	Custom	CL-275	Server	Intel Celeron G530 / 8 GB DDR3 / 250 GB SATA / 250 GB SATA	\$ 105.00	\$ 105.00
Scranton DC	1	Custom	CL-40	Server	Intel Celeron G530 / 8 GB DDR3 / 250 GB SATA / 250 GB SATA / 2 TB SATA	\$ 105.00	\$ 105.00
Scranton DC	3	Custom	CL-427	Server	Intel Celeron G530 / 8 GB DDR3 / 500 GB	\$ 105.00	\$ 315.00
Scranton DC	1	Custom	CL-227	Server	Intel Celeron G530 / 8 GB DDR3 / 1 TB SATA / 1 TB SATA	\$ 105.00	\$ 105.00
Scranton DC	3	Custom	CL-09	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 4 GB / 250 GB	\$ 100.00	\$ 300.00
Scranton DC	1	Custom	CL-232	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 4 GB DDR / 120 GB SATA / 120 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-60	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 4 GB DDR / 160 GB SATA / 120 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-363	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 4 GB DDR / 500 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	2	Custom	CL-389	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 4 GB DDR2 / 250 GB SATA	\$ 100.00	\$ 200.00

VolumeDrive Owned Assets Pledged as Collateral

Location	Qty	Make	Model	Type	Description	Unit FMV	Total FMV
Scranton DC	10	Custom	CL-113	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 4 GB DDR3 / 250 GB SATA	\$ 100.00	\$ 1,000.00
Scranton DC	4	Custom	CL-11	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 4 GB DDR3 / 500 GB SATA	\$ 100.00	\$ 400.00
Scranton DC	1	Custom	CL-322	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 8 GB / 160 GB SATA / 120 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-82	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 8 GB / 250 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-260	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 8 GB / 250 GB SATA / 250 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-135	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 8 GB DDR / 1 TB SATA / 1 TB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-581	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 8 GB DDR3 / 250 GB SATA / 250 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-244	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 8 GB DDR3 / 1 TB SATA / 1 TB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-411	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 8 GB DDR3 / 1 TB SATA / 1 TB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-279	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 8 GB DDR3 / 1 TB SATA / 1 TB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-174	Server	Intel Celeron G530 Sandy Bridge (2 cores) / 8 GB DDR3 / 500GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-407	Server	Intel Celeron Sandy Bridge G530 / 4 GB / 250 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-423	Server	Intel Celeron Sandy Bridge G530 / 4GB DDR3 / 120 GB SATA / 160 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-167	Server	Intel Celeron Sandy Bridge G530 / 4 GB DDR3 / 500 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-208	Server	Intel Celeron Sandy Bridge G530 / 8 GB DDR / 320 GB SATA / 320 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-402	Server	Intel Celeron-L 420 / 2 GB DDR / 250 GB SATA	\$ 55.00	\$ 55.00
Scranton DC	1	Custom	CL-403	Server	Intel Celeron-L 420 / 1 GB DDR / 80 GB SATA / 80 GB SATA	\$ 90.00	\$ 90.00
Scranton DC	1	Custom	CL-199	Server	Intel Celeron-L 420 / 2 GB DDR / 120 GB SATA	\$ 90.00	\$ 90.00
Scranton DC	1	Custom	CL-55	Server	Intel Core 2 Duo E4500 / 4 GB DDR / 500 GB SATA	\$ 90.00	\$ 90.00
Scranton DC	1	Custom	CL-170	Server	Intel Core 2 Duo E4500 / 2 GB DDR / 250 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-117	Server	Intel Core 2 Duo E4300 / 2 GB DDR / 1 TB SATA Hard Drive / 1 TB SATA HDD	\$ 100.00	\$ 100.00
Scranton DC	2	Custom	CL-183	Server	Intel Core 2 Duo E4500 / 4 GB DDR / 250 GB SATA	\$ 100.00	\$ 200.00
Scranton DC	1	Custom	CL-28	Server	Intel Core 2 Duo E4500 / 4 GB DDR / 250 GB SATA / 250 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-417	Server	Intel Core 2 Duo E4500 / 4 GB DDR / 500 GB SATA / 500 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-177	Server	Intel Core 2 Duo E4500 / 4 GB DDR / 1 TB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-35	Server	Intel Core 2 Duo E6750 / 4 GB DDR / 500 GB SATA	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-146	Server	Intel Core 2 Quad / 4 GB DDR3 / 250 GB SATA / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-436	Server	Intel Core 2 Quad / 8 GB DDR / 500 GB SATA / 500 GB SATA / 250 GB IDE / 500 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-26	Server	Intel Core 2 Quad 8200 / 4 GB / 250 GB SATA	\$ 65.00	\$ 65.00
Scranton DC	1	Custom	CL-194	Server	Intel Core 2 Quad 8200 / 4 GB DDR / 250 GB SATA / 250 GB SATA	\$ 80.00	\$ 80.00
Scranton DC	1	Custom	CL-295	Server	Intel Core 2 Quad 8200 / 4 GB DDR / 640 GB SATA	\$ 80.00	\$ 80.00
Scranton DC	1	Custom	CL-462	Server	Intel Core 2 Quad 8200 / 4 GB DDR2 / 160 GB SATA / 120 GB SATA	\$ 80.00	\$ 80.00
Scranton DC	1	Custom	CL-513	Server	Intel Core 2 Quad 8200 / 4 GB DDR2 / 160 GB SATA / 500 GB SATA / 2 TB SATA	\$ 80.00	\$ 80.00
Scranton DC	1	Custom	CL-226	Server	Intel Core 2 Quad 8200 / 4 GB DDR2 / 250 GB SATA	\$ 80.00	\$ 80.00
Scranton DC	2	Custom	CL-231	Server	Intel Core 2 Quad 8200 / 4 GB DDR2 / 1 TB SATA	\$ 80.00	\$ 160.00
Scranton DC	1	Custom	CL-221	Server	Intel Core 2 Quad 8200 / 4 GB DDR2 / 250 GB SATA	\$ 80.00	\$ 80.00
Scranton DC	1	Custom	CL-444	Server	Intel Core 2 Quad 8200 / 4 GB DDR3 / 250 GB	\$ 80.00	\$ 80.00
Scranton DC	1	Custom	CL-41	Server	Intel Core 2 Quad Q6600 / 4 GB DDR / 250 GB SATA	\$ 80.00	\$ 80.00
Scranton DC	2	Custom	CL-134	Server	Intel Core 2 Quad Q6600 / 4 GB DDR / 250 GB SATA / 1 TB SATA	\$ 80.00	\$ 160.00
Scranton DC	1	Custom	CL-108	Server	Intel Core 2 Quad Q6600 / 4 GB DDR / 500 GB SATA	\$ 140.00	\$ 140.00
Scranton DC	1	Custom	CL-42	Server	Intel Core 2 Quad Q6600 / 4 GB DDR2 / 500 GB SATA	\$ 140.00	\$ 140.00
Scranton DC	1	Custom	CL-334	Server	Intel Core 2 Quad Q6600 / 8 GB / 500 GB SATA	\$ 140.00	\$ 140.00
Scranton DC	1	Custom	CL-202	Server	Intel Core 2 Quad Q6600 / 8 GB DDR / 250 GB SATA	\$ 140.00	\$ 140.00
Scranton DC	2	Custom	CL-262	Server	Intel Core 2 Quad Q6600 / 8 GB DDR / 250 GB SATA / 250 GB SATA	\$ 140.00	\$ 280.00
Scranton DC	1	Custom	CL-49	Server	Intel Core 2 Quad Q8200 / 2 GB DDR / 500 GB SATA	\$ 70.00	\$ 70.00
Scranton DC	1	Custom	CL-321	Server	Intel Core 2 Quad Q8200 / 2 GB DDR / 500 GB SATA	\$ 70.00	\$ 70.00
Scranton DC	4	Custom	CL-122	Server	Intel Core 2 Quad Q8200 / 4 GB DDR / 500 GB SATA / 500 GB SATA	\$ 70.00	\$ 280.00
Scranton DC	3	Custom	CL-141	Server	Intel Core 2 Quad Q8200 / 4 GB DDR / 250 GB SATA	\$ 70.00	\$ 210.00
Scranton DC	1	Custom	CL-189	Server	Intel Core 2 Quad Q8200 / 4 GB DDR / 500 GB SATA	\$ 70.00	\$ 70.00
Scranton DC	1	Custom	CL-34	Server	Intel Core 2 Quad Q8200 / 4 GB DDR / 2 TB SATA	\$ 70.00	\$ 70.00
Scranton DC	1	Custom	CL-56	Server	Intel Core 2 Quad Q8200 / 4 GB DDR2 / 500 GB SATA	\$ 70.00	\$ 70.00
Scranton DC	1	Custom	CL-149	Server	Intel Core 2 Quad Q8200 / 4 GB DDR2 / 160 GB SATA / 120 GB SATA	\$ 70.00	\$ 70.00
Scranton DC	1	Custom	CL-443	Server	Intel Core 2 Quad Q8200 / 4 GB DDR3 / 250 GB SATA	\$ 70.00	\$ 70.00
Scranton DC	1	Custom	CL-14	Server	Intel Core 2 Quad Q8200 / 8 GB / 500 GB SATA / 500 GB SATA	\$ 70.00	\$ 70.00
Scranton DC	1	Custom	CL-325	Server	Intel Core 2 Quad Q8200 / 8 GB / 500 GB / 250 GB / 250 GB	\$ 70.00	\$ 70.00
Scranton DC	1	Custom	CL-85	Server	Intel Core 2 Quad Q8200 / 8 GB DDR / 32 GB SSD / 1TB SATA	\$ 70.00	\$ 70.00
Scranton DC	1	Custom	CL-391	Server	Intel Core 2 Quad Q8200 / 8 GB DDR / 1 TB SATA	\$ 70.00	\$ 70.00
Scranton DC	1	Custom	CL-450	Server	Intel Core i7 2600K Sandy Bridge / 16 GB DDR3 / 160 GB SATA / 60 GB SSD / 60 GB SSD	\$ 700.00	\$ 700.00

VolumeDrive Owned Assets Pledged as Collateral

Location	Qty	Make	Model	Type	Description	Unit FMV	Total FMV
Scranton DC	1	Custom	CL-424	Server	Intel Core i7 860 / 2 GB DDR3 / 32 GB SSD / 500 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-457	Server	Intel Core i7 860 / 4 GB DDR3 / 160 GB SATA / 160 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	4	Custom	CL-364	Server	Intel Core i7 860 / 4 GB DDR3 / 250 GB SATA	\$ 190.00	\$ 760.00
Scranton DC	1	Custom	CL-453	Server	Intel Core i7 860 / 4 GB DDR3 / 400 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-51	Server	Intel Core i7 860 / 8 GB Memory / 160 GB SATA / 160 GB SATA / SSD Spec	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-158	Server	Intel Core i7 860 / 8 GB / 250 GB SATA / 250 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-126	Server	Intel Core i7 860 / 8 GB DDR / 1 TB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-339	Server	Intel Core i7 860 / 8 GB DDR3 / 500 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-142	Server	Intel Core i7 860 / 8 GB DDR3 / 1333 / 500 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-333	Server	Intel Core i7 860 / 8 GB DDR3 / 250 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-258	Server	Intel Core i7 860 / 8 GB DDR3 / 250 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	3	Custom	CL-460	Server	Intel Core i7 860 / 8 GB DDR3 / 250 GB SATA / 250 GB IDE	\$ 190.00	\$ 570.00
Scranton DC	4	Custom	CL-473	Server	Intel Core i7 860 / 8 GB DDR3 / 250 GB SATA / 500 GB SATA	\$ 190.00	\$ 760.00
Scranton DC	4	Custom	CL-416	Server	Intel Core i7 860 / 8 GB DDR3 / 500 GB SATA	\$ 190.00	\$ 760.00
Scranton DC	1	Custom	CL-514	Server	Intel Core i7 860 / 8 GB DDR3 / 500 GB SATA / 500 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-345	Server	Intel Core i7 860 / 8 GB DDR3 / 500 GB SATA / 500 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-213	Server	Intel Core i7 860 / 8 GB DDR3 / 1 TB SATA / 500 GB SATA / 500 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-247	Server	Intel Core i7 860 / 8 GB DDR3 / 1 TB SATA / 250 GB SAT	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-169	Server	Intel Core i7 860 / 8 GB DDR3 / 1 TB SATA / 500 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	2	Custom	CL-441	Server	Intel Core i7 860 / 8 GB DDR3 / 2 TB SATA / 750 GB SATA	\$ 190.00	\$ 380.00
Scranton DC	1	Custom	CL-46	Server	Intel Core i7 860 / 8 GB DDR3 / 1 TB SATA / 1 TB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-352	Server	Intel Core i7 860 / 8 GB DDR3 / 1 TB SATA / 1 TB SATA	\$ 190.00	\$ 190.00
Scranton DC	2	Custom	CL-188	Server	Intel Core i7 860 / 8 GB DDR3 / 1 TB SATA / 1 TB SATA / 1 TB SATA	\$ 190.00	\$ 380.00
Scranton DC	1	Custom	CL-412	Server	Intel Core i7 860 / 16 GB DDR3 / 500 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-510	Server	Intel Core i7 860 / 16 GB DDR3 / 500 GB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-502	Server	Intel Core i7 860 / 16 GB DDR3 / 2 TB SATA	\$ 190.00	\$ 190.00
Scranton DC	1	Custom	CL-487	Server	Intel Core i7 870 / 4 GB DDR3 / 250 GB SATA	\$ 215.00	\$ 215.00
Scranton DC	1	Custom	CL-487	Server	Intel Core i7 870 / 8 GB DDR3 2 x 4GB / 500 GB SATA	\$ 215.00	\$ 215.00
Scranton DC	2	Custom	CL-501	Server	Intel Core i7 870 / 8 GB DDR3 / 250 GB SATA / 500 GB SATA / 500 GB SATA	\$ 215.00	\$ 430.00
Scranton DC	1	Custom	CL-498	Server	Intel Core i7 870 / 8 GB DDR3 / 500 GB SATA	\$ 215.00	\$ 215.00
Scranton DC	2	Custom	CL-499	Server	Intel Core i7 870 / 8 GB DDR3 / 500 GB SATA / 500 GB SATA	\$ 215.00	\$ 430.00
Scranton DC	1	Custom	CL-209	Server	Intel Core i7 920 / 4 GB DDR3 / 1 TB SATA / 1 TB SATA	\$ 215.00	\$ 215.00
Scranton DC	1	Custom	CL-408	Server	Intel Core i7 920 / 4 GB DDR3 / 250 GB SATA	\$ 215.00	\$ 215.00
Scranton DC	1	Custom	CL-37	Server	Intel Core i7 920 / 4 GB DDR3 / 500 GB SATA	\$ 215.00	\$ 215.00
Scranton DC	1	Custom	CL-335	Server	Intel Core i7 920 / 6 GB DDR3 1333 / 250 GB SATA / 500 GB SATA	\$ 215.00	\$ 215.00
Scranton DC	1	Custom	CL-400	Server	Intel Core i7 920 / 6 GB DDR3 / 250 GB SATA	\$ 215.00	\$ 215.00
Scranton DC	2	Custom	CL-374	Server	Intel Core i7 920 / 8 GB DDR3 1333 Ram / 500 GB SATA	\$ 215.00	\$ 430.00
Scranton DC	4	Custom	CL-410	Server	Intel Core i7 920 / 8 GB DDR3 / 250 GB SATA	\$ 215.00	\$ 860.00
Scranton DC	2	Custom	CL-433	Server	Intel Core i7 920 / 8 GB DDR3 / 250 GB SATA / 250 GB SATA	\$ 215.00	\$ 430.00
Scranton DC	1	Custom	CL-67	Server	Intel Core i7 920 / 8 GB DDR3 / 500 GB SATA	\$ 215.00	\$ 215.00
Scranton DC	1	Custom	CL-301	Server	Intel Core i7 920 / 8 GB DDR3 / 2 TB SATA / 2 TB SATA	\$ 215.00	\$ 215.00
Scranton DC	1	Custom	CL-399	Server	Intel Core i7 920 / 12 GB DDR / 500 GB SATA / 500 GB SATA	\$ 215.00	\$ 215.00
Scranton DC	1	Custom	CL-323	Server	Intel Core i7 920 / 16 GB DDR3 / 500 GB SATA	\$ 215.00	\$ 215.00
Scranton DC	1	Custom	CL-440	Server	Intel Core i7 920 / 16 GB DDR3 / 2 TB SATA / 2 TB SATA	\$ 215.00	\$ 215.00
Scranton DC	1	Custom	CL-13	Server	Intel Core i7 930 / 16 GB DDR3 / 250 GB SATA / 1 TB SATA	\$ 350.00	\$ 350.00
Scranton DC	1	Custom	CL-185	Server	Intel Pentium D / 4GB / 1TB	\$ 100.00	\$ 100.00
Scranton DC	1	Custom	CL-446	Server	Intel Pentium Dual Core E5200 / 2 GB DDR Ram / 120 GB SATA / 160 GB SATA	\$ 80.00	\$ 80.00
Scranton DC	1	Custom	CL-211	Server	Intel SandyBridge G530 / 4 GB DDR2 / 250 GB	\$ 160.00	\$ 160.00
Scranton DC	1	Custom	CL-292	Server	Intel Xeon 3050 2.13 Ghz / 4 GB DDR / 160 GB SATA / 120 GB SATA	\$ 175.00	\$ 175.00
Scranton DC	1	Custom	CL-415	Server	Intel Xeon 3050 / 2 GB DDR / 160 GB SATA	\$ 175.00	\$ 175.00
Scranton DC	1	Custom	CL-304	Server	Intel Xeon 3050 / 2 GB DDR / 500 GB SATA / 500 GB SATA	\$ 175.00	\$ 175.00
Scranton DC	1	Custom	CL-164	Server	Intel Xeon 3065 / 8 GB DDR / 500 GB SATA / 500 GB SATA	\$ 175.00	\$ 175.00
Scranton DC	3	Custom	CL-519	Server	Intel Xeon 5000 / 4 GB DDR3 / 250 GB SATA	\$ 175.00	\$ 525.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 8 GB DDR3 / 1 TB SATA / 1 TB SATA	\$ 230.00	\$ 230.00
Scranton DC	3	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 8 GB ECC / 1 TB SATA	\$ 230.00	\$ 690.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 8 GB ECC / 1 TB SATA / 1 TB SATA	\$ 230.00	\$ 230.00
Scranton DC	33	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 8 GB Memory / 1 TB Hard Drive	\$ 230.00	\$ 7590.00
Scranton DC	4	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 8 GB Memory / 1 TB Hard Drive / 1 TB Hard Drive	\$ 230.00	\$ 920.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 8 GB Memory / 1 TB SATA / 1 TB SATA	\$ 230.00	\$ 230.00

Volume Drive Owned Assets Pledged as Collateral

Location	Qty	Make	Model	Type	Description	Unit FMV	Total FMV
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores)/ 8 GB Memory / 2 TB	\$ 230.00	\$ 230.00
Scranton DC	2	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 12 GB Memory / 1 TB Hard Drive	\$ 230.00	\$ 460.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 12 GB Memory / 1 TB SATA	\$ 230.00	\$ 230.00
Scranton DC	3	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 12 GB Memory / 1 TB Hard Drive / 1 TB Hard Drive	\$ 230.00	\$ 690.00
Scranton DC	6	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 16 GB Memory / 1 TB Hard Drive	\$ 230.00	\$ 1,380.00
Scranton DC	3	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 16 GB Memory / 1 TB SATA	\$ 230.00	\$ 690.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 16 GB Memory / 1 TB Hard Drive / 1 TB Hard Drive	\$ 230.00	\$ 230.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 16 GB Memory / 2 TB Hard Drive / 256 Samsung 840 SSD	\$ 230.00	\$ 230.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 (8 log cores) / 16 GB Memory / 2 TB Hard Drive / 1 TB Hard Drive	\$ 230.00	\$ 230.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 8 GB / 1 TB SATA	\$ 230.00	\$ 230.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 8 GB Memory / 1 TB Hard Drive	\$ 230.00	\$ 230.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 8 GB Memory / 1 TB Hard Drive / 1 TB Drive	\$ 230.00	\$ 230.00
Scranton DC	45	Custom	X9SCL-F	Server	Intel Xeon E3-1230 / 8 GB DDR3 / 500 GB SATA / 500 GB SATA	\$ 230.00	\$ 10,350.00
Scranton DC	2	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 8 GB DDR3 / 1 TB SATA	\$ 230.00	\$ 460.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 8 GB DDR3 / 2 TB SATA / 1 TB SATA	\$ 230.00	\$ 230.00
Scranton DC	8	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 8 GB DDR3 / 1 TB SATA / 1 TB SATA	\$ 230.00	\$ 1,840.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 8 GB DDR3 ECC / 1 TB SATA	\$ 230.00	\$ 230.00
Scranton DC	7	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 8 GB DDR3 ECC / 1 TB SATA / 2 TB SATA Hard Drive	\$ 230.00	\$ 1,610.00
Scranton DC	2	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 12 GB DDR3 / 1 TB SATA	\$ 230.00	\$ 460.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 12 GB DDR3 / 1 TB SATA / 1 TB SATA	\$ 230.00	\$ 230.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 16 GB Memory / 1 TB Hard Drive	\$ 230.00	\$ 230.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 16 GB Memory / 1 TB Hard Drive	\$ 230.00	\$ 230.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 16 GB DDR ECC Memory / 1 TB SATA Hard Drive	\$ 230.00	\$ 230.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 16 GB DDR3 / 64 GB SSD Drive / 2 TB HDD	\$ 230.00	\$ 230.00
Scranton DC	9	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 16 GB DDR3 / 250 GB SATA / 32 GB SSD	\$ 230.00	\$ 2,070.00
Scranton DC	3	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 16 GB DDR3 / 1 TB SATA	\$ 230.00	\$ 690.00
Scranton DC	2	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 16 GB DDR3 / 1 TB SATA / 1 TB SATA	\$ 230.00	\$ 460.00
Scranton DC	1	Supermicro	X9SCL-F	Server	Intel Xeon E3-1230 / 16 GB DDR3 / 2 TB SATA / 1 TB SATA	\$ 240.00	\$ 240.00
Scranton DC	1	Custom	CL-07	Server	Pentium-D 935 / 2 GB DDR Ram / 500 GB SATA / 500 GB SATA	\$ 150.00	\$ 150.00
Scranton DC	1	Custom	CL-362	Server	X2 / 4 GB DDR3 / 250 GB SATA / 32 GB SSD	\$ 60.00	\$ 60.00
Scranton DC	1	Custom	CL-63	Server	Xeon 5410 / 8 GB DDR Ram / 1 TB SATA	\$ 120.00	\$ 120.00
Scranton DC	1	Custom	CL-300	Server	Xeon E3-1230 / 8 GB DDR Ram / 1 TB SATA	\$ 315.00	\$ 315.00

FMV Total \$ 107,635.00

Rosenn, Jenkins, & Greenwald, LLP  
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Attorneys for Plaintiff,  
DATA SALES CO.

**VERIFICATION**

I, PETER JOHNSON, hereby depose and say that I am an authorized agent for DATA SALES, CO. Inc., the Plaintiff in the foregoing action; that I have read the foregoing Complaint; and that the facts contained therein are true and correct to the best of my knowledge, information and belief; and that I am authorized to sign and execute this Verification on behalf of the Plaintiff.

This Verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsifications to authorities.

By: \_\_\_\_\_

  
PETER JOHNSON  
VICE-PRESIDENT, DATA SALES CO.