



Payoff Quote

June 4, 2008

GEOSPAN CORPORATION
10900 73rd Ave. N. Suite 136
Maple Grove, MN 55369

RE: Agreement Number: 109988-001
Customer Number: 41969

Pursuant to your request, we have prepared a quote for the termination of the subject agreement and schedule.

To date, the breakdown of the payoff amount is as follows:

Payment Balance		\$14,871.23
Sales Tax on Balance	6.65%	\$988.94
Late Charges		\$0.00
Residual		\$9,850.00
Sales Tax on Residual	6.65%	\$655.03
Other Fees		\$0.00
Property Tax		\$0.00
Sales Tax on Property Tax	0.00%	\$0.00
Processing Fee		\$0.00
Total		\$26,365.20

A cashier's or company check for the above amount must be received by Balboa Capital Corporation on or before 06/30/2008. Please send this check to the following address:

Attn: Michele Miller
Balboa Capital Corporation
2010 Main Street, 11th Floor
Irvine, CA 92614

Upon our receipt of your check, Balboa Capital Corporation will complete all documents necessary to terminate your Agreement.

If you have any further questions or would like to discuss this quote, please contact Michele Miller with the Portfolio Management Department at 949-553-3413.

Thank You,
BALBOA CAPITAL CORPORATION
Portfolio Management Department



Addendum "B"
Lease Agreement: 109988-001

Reference is made to the above-referenced Lease Agreement ("Lease") dated 6/9/04 by and between GeoSpan Corporation, as Lessee, and **BALBOA CAPITAL CORPORATION**, as Lessor.

Notwithstanding the terms and conditions contained in the Lease and to the limited extent hereof, Lessor and Lessee agree as follows:

Lessor and Lessee hereby agree that the name of Theodore Lachinski is not his/her correct legal name, and the parties agree that such name is hereby changed to the following to reflect the correct legal name: N/A

Lessor and Lessee hereby agree that the address of Lessee for all purposes of the Lease is hereby changed to: N/A

The Monthly Rent amount of "\$1,369.93" is hereby changed to "\$1,351.93" and Lessee agrees to make such payments as set forth in the Lease.

The Deposit amount of "\$2,739.86" is hereby changed to "\$2,703.86", which shall be applied as set forth in the Lease.

The End of Term as stated on all Lease documents is hereby changed from "\$1.00 Purchase Option" to "Fair Market Value Purchase Option", which shall be applied as set forth in the Lease.


In all other respects, the terms and conditions of the Lease, as originally set forth, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their authorized signatories, have executed this Addendum "B" on the date set forth below their respective signatures.

Subject to credit approval, delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature

Lessor	Lessee:
Balboa Capital Corporation	GeoSpan Corporation
By: <u>Balby Thompson</u> Vice President	By: <u>Theodore M. Lachinski</u> Theodore Lachinski, President
Date: <u>6/9/04</u>	Date: <u>6/3/04</u>

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 Balboa Capital (Lessor) 2010 Main St. 11 th Floor Irvine, CA 92614	(888) 225-2621 Fax (949) 477-2358 info@balboacapital.com	LEASE AGREEMENT Lease No. 109988-001
	Full Legal Name and Address of Lessee GeoSpan Corporation 10900 73rd Ave. N. Suite 136 Maple Grove, MN 55369	
Lessee Phone Number 763-493-9320		Name and Address of Equipment Supplier See UCC2A Supplier Addendum
Lessee Tax ID 41-1678770 XXXXXXXXXX		Equipment Supplier Phone Number
Quantity	Equipment Description See Exhibit "A" attached hereto and made a part hereof.	
Monthly Rent (Plus applicable taxes) \$1,369.93	Base Term in Months 48	Deposit \$2,739.86
Deposit Applied To First & last monthly rentals; Documentation Fees: 1% of Base Lease Amount		End Of Term \$1.00 Purchase Option (see section 15)
Equipment Location (If other than billing address of lessee)		City
		State
		Zip

Please read your copy of this Lease Agreement and any schedules attached (Lease) carefully and feel free to ask us any questions you may have about it. We have written the Lease in plain language because we want you to fully understand its terms. For purposes of this Lease, you and your shall mean the Lessee indicated above, and we, us and our refer to the Lessor, Balboa Capital Corporation, its agents and employees and its successors and assigns.

The undersigned agrees that this lease reflects the agreement of the parties, including all terms of the reverse side of this document.

AGREED:

Legal Name

GeoSpan Corporation

By: 
 Theodore Lachinski, President

Date: 5/27/04

AGREED: Balboa Capital Corporation

Signature


 Balazs Thomaj, Vice President

Date: 6/9/04

Company Resolution: I, _____, the duly elected and qualified Secretary of GeoSpan Corporation (the "Company"), hereby certify that Company's exact legal name, state of incorporation/organization, location of its chief executive office and/or its place of residence, as applicable, have been correctly identified to Lessor, and that at a duly constituted meeting of the Board of Directors/Members/Partners of the Company, the Board resolved that **Theodore Lachinski**, in his/her capacity as **President** is authorized for, on behalf of and in the name of this Company, to negotiate, procure and execute such Lease Agreements and any other documents in connection with same, which in his/her opinion are necessary or advisable to effectuate the most favorable interests of the Company, and the execution of such documents by said officer shall be conclusive evidence of his/her approval thereof.

IN WITNESS WHEREOF, I have affixed my name as Secretary of the Company on 5/27/04.

Legal Name

GeoSpan Corporation

Date

5/27/04

Signature

X

Title

Secretary

LEASE GUARANTEE: For purposes of this Guaranty, Lease shall mean the Lease set forth above and on the reverse side. I/ME/MY shall mean the person making the guaranty and if married, his or her marital community. YOU/YOUR shall mean the Lessor. I agree that I have an interest in the Lessee, economic or otherwise, and that you would not enter into this Lease without this guaranty. I unconditionally guaranty that Lessee will fully and promptly pay all its Obligations under the Lease and any future leases with you when they are due and will perform all its other obligations under the Lease even if you modify or renew the Lease, or if any payments made by the lessee are rescinded or returned upon the insolvency, bankruptcy or reorganization of the lessee, as if the payment had not been made. You do not have to notify me if the Lessee is in default under the Lease. You may obtain any information from credit reporting agencies you deem necessary to enforce this guaranty. If the Lessee defaults, I will immediately pay in accordance with the default provisions of the Lease all Obligations due under the Lease. I agree that I will not be released or discharged if you: (i) fail to perfect a security interest in the Equipment or any other property which secures the Obligations of Lessee or me to you (Collateral); (ii) fail to protect the Collateral; or (iii) abandon or release the Collateral. I agree that you do not have to proceed first against the Lessee or any Collateral. I hereby waive notice of acceptance of this guaranty and of all other notices or demands of any kind which I may be entitled to except for demand for payment. I will reimburse you for all expenses you incur in enforcing your rights against the Lessee or me, including, without limitation, attorneys' fees and costs. I acknowledge that I have read and understood the Lease and this Guaranty. This is an irrevocable, continuing guaranty and binds my heirs, administrators and representatives. I CONSENT TO THE JURISDICTION OF THE COURTS OF ORANGE COUNTY, CALIFORNIA AND/OR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION, AT YOUR SOLE OPTION, FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THE LEASE AND THIS GUARANTY. However, I agree that you will have the right to commence any action in any Court having the proper jurisdiction for that action, and I agree that this guaranty shall be governed by the laws of the State of California. **WE EACH WAIVE TRIAL BY JURY.**

Signature

Signature

Name:

Name:

Date:

Date:

1. LEASE: You agree to lease from us and we agree to lease to you, the equipment listed on any schedule to this Lease (Equipment). You unconditionally promise to pay us the sum of all of the rental and other payments indicated above or on any schedule (Rent). You authorize us to insert in this lease any serial numbers and other identification data about the Equipment, as well as any other omitted factual matters. All Rent and other payments under this Lease or any other agreement with us (collectively Obligation or Obligations) may be adjusted upward or downward no more than ten percent (10%) to reflect actual costs.

2. TERM OF LEASE: This Lease shall become effective upon acceptance by us by signing and dating this Lease. A prorate portion of the aggregated average of the Rent based on a daily charge of one-thirtieth (1/30) of the Rent from the date the Equipment has been delivered and is usable by you ("Commencement Date") to the end of the month shall be payable at the Commencement Date. The Base Term of this Lease shall begin on the first day of the month following the Commencement Date and terminate upon the expiration of the number of months stated under Base Term, above. Following the Commencement Date, Rent and other Obligation payments are due on the first of each month, payable to a location to be designated in writing. YOUR OBLIGATION TO PAY RENT TO US IS UNCONDITIONAL AND NOT SUBJECT TO ANY REDUCTION, SET-OFF, DEFENSE, OR COUNTERCLAIM AND MAY NOT BE CANCELED FOR ANY REASON WHATSOEVER. In the event this Lease is not fully completed for any

reason beyond our control, all deposits made by you will be retained by us as compensation for documentation, processing and other expenses. We have the right, but not the obligation, to electronically withdraw funds from your bank account to pay for any unpaid Rent, taxes, fees, charges and assessments. You will provide us with any bank account information we request in order to process electronic payments. You may revoke our authorization to electronically withdraw funds by giving us ten (10) days prior written notice.

3. NO WARRANTIES; NO AGENCY: WE ARE LEASING THE EQUIPMENT TO YOU AS IS, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. You understand and agree that we are independent from the vendor, manufacturer and/or supplier (Supplier) of the Equipment and that neither the Supplier nor any other person is our agent, nor are they authorized to waive or change any term or condition of this Lease. You agree that no representation, guaranty or warranty by the Supplier or other person is binding on us. So long as you are not in default under any of the terms of this Lease, we transfer to you any warranties made to us, as the owner of the Equipment, by the Supplier. You agree that any breach by the Supplier will not relieve or excuse your Obligations to us. Regardless of cause, you will not assert any claim whatsoever against us for loss of profits

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you expected to make or any other direct, consequential, special or indirect damages. If you have entered into a maintenance agreement for the Equipment and the cost of the maintenance is included in the Rent, you acknowledge that we are not responsible for any service, repairs, or maintenance of the Equipment, and that we are not a party to the maintenance agreement. If you have a dispute regarding maintenance or service, then you will nevertheless continue to pay all Obligations as they become due.

4. **UCC-ARTICLE-2A:** You agree that this Lease is a "Finance Lease" under Article 2A of the Uniform Commercial Code as adopted by the State of California (UCC). You acknowledge that: (a) we did not select, manufacture or supply the Equipment, but at your request we have purchased the Equipment for lease to you; and (b) based solely on your own judgment, you have selected the Supplier and the Equipment that you are leasing from us. You agree that you have approved any purchase or supply contract between us and the Supplier before signing this Lease, or, if you have entered into a purchase contract for the Equipment, you agree to assign it to us effective when we pay for the Equipment. You may have rights under the supply or purchase contract, and you may contact the Supplier for a description of those rights or any warranties. To the extent permitted by applicable law, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON YOU UNDER UCC §§ 2A-303 AND 2A-508 THROUGH 2A-522, INCLUDING WITHOUT LIMITATION, THE RIGHT TO: (i) REPUDIATE THE LEASE AND REJECT THE EQUIPMENT; (ii) REVOKE ACCEPTANCE OF THE LEASE; OR (iii) RECOVER DAMAGES FROM US FOR ANY BREACH OF WARRANTY.

5. **DELIVERY OF EQUIPMENT:** You request that we arrange delivery to you at your expense. You agree to accept the Equipment when it is delivered and to sign the Equipment Acceptance supplied by us. We may at our discretion confirm by telephone that you have accepted the Equipment and this telephone verification of your acceptance of the Equipment shall have the same effect as a signed Equipment Acceptance.

6. **ASSIGNMENT:** You may not sell, transfer, assign or sublease the Equipment without our prior written approval. We may sell, assign or transfer this Lease, or any part of it, and/or ownership of the Equipment without notifying you; and you agree that if we do, the new Lessor will have the same rights and benefits that we now have, and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses or setoffs that you may have against us. However, any such assignment, sale, or transfer of this Lease or the Equipment will not relieve us of our obligations to you under this Lease.

7. **OWNERSHIP, RIGHTS, AND QUIET ENJOYMENT:** You agree that we are the owner of and have title to the Equipment. You agree, at your expense, to protect and defend our title and other rights to the Equipment. Further, you agree that you will at all times keep the Equipment free from all legal process and liens and you shall give us immediate notice if any legal process or lien is asserted or made against you or the Equipment. You shall have the right to quiet use and enjoyment of the Equipment for the term of this Lease, provided you are not in default. We also have the right, at reasonable times, to inspect the equipment at your expense.

8. **CARE, USE AND LOCATION; LOSS OF EQUIPMENT:** You are responsible for installing and keeping the Equipment in good working order and repair. You will keep and use the Equipment only at your address shown on this Lease, only for business or commercial purposes and in compliance with all applicable laws, ordinances or regulations. You will not make any alterations to the Equipment nor will you permanently attach the equipment to any real estate without our prior written consent. You are responsible for protecting the Equipment from damage, and from any other kind of loss while you have the Equipment or while it is being delivered to you. In the event the Equipment is lost, stolen or damaged, so long as you are not in default under this Lease, then you shall have the option within one (1) week of such event, you must elect either: (a) repair or replace the Equipment or (b) pay to us the unpaid balance of the remaining Rent under this Lease and our residual interest in the Equipment, discounted to present value at the rate of five percent (5%) plus any other Obligations.

9. **TAXES AND FEES:** You agree to pay when due all taxes, fees, fines, assessments and penalties relating to this Lease, including, without limitation, documentation fees, filing fees, credit fees, equipment inspection fees, early termination or assumption fees, title fees, name change fees, sales or property taxes, use taxes and business taxes. You also agree that we may estimate the yearly personal property taxes that will be due for the Equipment, and you agree to pay us the estimated taxes together with a processing fee as invoiced by us. If we pay any taxes, fines or penalties for you, you agree to reimburse us, together with a processing fee, on demand.

10. **INDEMNITY:** We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance or use of the Equipment. You agree to reimburse us for and defend us against any claims for such losses or injuries, including, without limitation, those arising out of the negligence, tort or strict liability claims. This indemnity shall continue even after the term of this lease has expired.

11. **INSURANCE:** During the term of this Lease, you will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. At our request, you will also obtain and maintain for the term of the Lease, comprehensive public liability insurance in amounts acceptable to us. We will be the sole lender loss payee named on the property insurance and named as an additional insured on the public liability policy. You will pay all premiums for such insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance and charge you a fee. You will give us certificates or other evidence of insurance when we request same, and such certificates shall provide that we shall be given 30 days advance notice of any cancellation, nonrenewal or other material change in the insurance. You grant us and our agents power-of-attorney in your name to apply for insurance benefits and endorse checks received in payment of insurance claims.

12. **DEFAULT AND REMEDIES:** If you: (A) do not pay any Obligation when due; (B) break any of your promises, representations or covenants under this Lease or under any other agreement with us; (C) become insolvent, assign your assets for the benefit of your creditors; (D) or any guarantor enters (voluntarily or involuntarily) into a bankruptcy proceeding; (E) default on any obligations to any of your other creditors; (F) have made any representations to us with respect to any information provided in connection with this Lease or any other agreement with us that is not truthful at the time it is made or have omitted any material information with respect to your assets or liabilities, or any other information that would be considered material in the extension of credit; (G) are a corporation and more than 20% of the issued and outstanding voting capital stock is transferred to or acquired by any person or entity that is not an owner as of the date of this Lease; (H) any guarantor dies; or (I) you change your name, state of incorporation, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change, you will be in default. In the event of a default by you, we can require that you return the Equipment to us and pay to us the remaining balance of all of the Rent due under this Lease, discounted to present value at five percent (5%), together with any other amounts due under this Lease. We can also require that you pay to us our residual interest in the Equipment. Interest shall accrue on all on all Obligations due us from the date of default until paid at the rate of eighteen percent (18%) per annum, but only to the extent permitted by law. We shall also be entitled to recover from you all damages caused by that default, including any of our income tax benefits. We can also use any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. You agree to reimburse us for all charges, costs, expenses and attorneys' fees

that we have to pay to enforce this Lease or collect the Obligations under this Lease and in any lawsuit or other legal proceeding which we are required to bring or defend because of your default. You also agree that in the event of a dispute related to or arising out of this Lease, the prevailing party in such dispute shall be entitled to recover its reasonable attorney's fees and costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling the Equipment. You agree that we do not have to notify you that we are selling the Equipment. You also agree that we are entitled to abandon the Equipment if we reasonably believe it to be in our best interests.

13. **OTHER RIGHTS:** Time is of the essence in this Lease. You agree that any delay or failure by us to enforce our rights under this lease or any other agreements shall not prevent us from enforcing any rights at a later time. Both parties intend this Lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. You also grant us a security interest in the Equipment and any proceeds of, accessions and attachments to the Equipment as security for your Obligations. You agree that we may obtain information from credit reporting agencies at any time. You agree that, at your expense, we may file financing statements or other related filings in our name or in the name of any agent designated by us in a separate agreement entered into by us without your consent or notice to you. You hereby authorize us, or our assigns, to file a financing statement without your signature, in form and content and from time to time as we deem proper, listing you as Lessee or Debtor. You appoint us or our designee as your attorney-in-fact to execute and file, on your behalf, financing statements covering the equipment or any other collateral. Any notice required by this Lease or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (a) deposited with the US Postal Service, (b) transmitted by facsimile, (c) transmitted through the Internet; or (d) has been personally delivered.

14. **LESSEE REPRESENTATIONS AND WARRANTIES:** You hereby represent and warrant that at the time you sign this Lease you are and shall remain a business entity duly organized, validly existing, and in good standing under the laws of the state of your organization, duly qualified to conduct business in every jurisdiction where you conduct business and are not subject to any bankruptcy proceeding and that your exact legal name, state of incorporation, location of your chief executive office and/or your place of residence as applicable, have been correctly identified to us. You further represent and warrant that at the time you sign this Lease the person executing this Lease or any related document on behalf of you or any related guarantor shall be authorized to take such action and bind you and the guarantor to the Lease, and that the execution, delivery and performance of this Lease is duly authorized by your organizational documents and, if necessary, resolutions of your directors and/or shareholders, partners, or managers and/or members.

15. **RETURN OF EQUIPMENT; RENEWAL:** If no default exists or has occurred under this Lease, you may, at the end of the original or any renewal term, purchase all (but not less than all) of the Equipment for a sum set forth on the front of this Lease, plus any applicable taxes. If a \$1.00 or \$101 buyout is indicated in the End of Term section on the front of the Lease Term, at the end of the Lease Term, you shall purchase the equipment for that amount. If the fair market value purchase option is indicated in the End of Term section on the front of this lease then, at least 180 days prior to the end of the original term you must give us written notice, via certified mail, that you will purchase the Equipment for its fair market value which we shall determine in our reasonable judgment or that you will return the equipment to us. If you do not give us such written notice or if you do not purchase or deliver the equipment in accordance with the terms and conditions of this Lease, then this Lease shall automatically renew for a 12 month term, and thereafter renew for successive 3 month terms until you deliver the Equipment to us. During such renewal(s), the Rent shall be the highest monthly rate set forth in this Lease. We may cancel the renewal by sending you written notice 90 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's fair market value. This End of Term option may become null and void at our discretion if any Event of Default occurs or continues at any time during the original term of the Lease. Upon payment of End of Term option price, and if no default exists, we shall transfer our interest in the Equipment to you "AS IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. Provided you have given the required notice, and are not then in default, you shall return the Equipment, freight and insurance prepaid, to us in good repair, condition, and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. Until the End of Term Option price is actually paid, you will be responsible to continue to pay rent at the highest monthly rate set forth in this lease.

16. **LATE CHARGE; FEES:** If any part of any Obligation is not made by you within ten (10) days of its due date, you agree to pay us fifteen percent (15%) of each such late payment (to the extent permitted by law). You agree to pay us the late charge not later than one month following the date that the Obligation was first due. You agree to reimburse us for our reasonable expenses incurred in connection with this Lease, including, but not limited to, a documentation fee based on our current fee schedule which is available to you upon your request.

17. **ENTIRE AGREEMENT; CHANGES:** This Lease contains the entire agreement between you and us, and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by both you and us. A limiting endorsement on a check or other form of payment will not be effective to modify the Obligations or any of the other terms and conditions of this Lease, and we may apply any payment received without being bound by such limiting endorsements.

18. **COMPLIANCE; NOTICES:** In the event you fail to comply with any terms of this Lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expenses in causing your compliance, shall become additional Obligations and shall be paid by you together with the next due Rent payment. If any notices are required under this Lease, they shall be sufficient if given personally or mailed to the address set forth in this Lease by certified or registered mail, postage prepaid. This Lease is for the benefit of and is binding upon you and your personal representatives, successors and assigns.

19. **CHOICE OF LAW; JURISDICTION:** YOU AND WE AGREE THAT THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AT OUR OFFICES AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. YOU AND WE EACH CONSENT TO THE JURISDICTION OF THE COURTS OF ORANGE COUNTY, CALIFORNIA AND/OR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION, AT OUR SOLE OPTION, FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. However, you agree that we will have the right to commence any action in any Court having the proper jurisdiction for that action. You agree and consent that we may serve legal papers on you by registered or certified mail, which shall be sufficient to obtain jurisdiction. WE EACH WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

20. **REPRESENTATIONS AND COVENANT OF LESSEE:** You represent that all financial and other information furnished to us was, at the time of delivery, true and correct. During the term of this Lease, you shall provide us with such interim or annual financial statements and filed tax returns as we request.

21. **If this document was sent electronically, you hereby warrant that this document has not been altered in any way. Any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void.**

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EXHIBIT 'A'
EQUIPMENT DESCRIPTION

The following invoice(s) are referenced, and hereby incorporated, for the purpose of describing the equipment subject to lease agreement # 109988-001. By signing below, I, the lessee, acknowledge that I choose to lease the equipment listed on the invoice(s) per the payment schedule and the terms and conditions set out in lease agreement # 109988-001, which is the governing document to this lease regardless of the price and terms (if any) indicated on the invoice(s).

EQUIPMENT	INVOICE #	DATE	VENDOR
(5) Custom Built System w/Intel 2.8G 800 FSB/512K	9012130	5/19/04	Ova Technology of Minnesota dba TTGI
(5) SuperServer 5013C-T/1U SATA Solution w/O Rail Kits			
(5) Intel P4 2.8G 800MHZ Memory FSB			
(5) Seagate 120GB 7200RPM SATA			
(5) 512MB DDR 333MHZ Memory			
(5) Microsoft Windows 2000 Professional			
(3) Seagate 120GB 7200RPM SATA			
(15) Custom Built System w/Intel 2.8G 800 FSB/512K	9012142	5/25/04	Ova Technology of Minnesota dba TTGI
(15) SuperServer 5013C-T/1U SATA Solution w/O Rail Kits			
(15) Intel P4 2.8G 800MHZ FSB			
(15) 128M RAM PC100			
(15) Seagate 120GB 7200RPM SATA			
(15) MS Office 2000 Professional			
(5) 14355-117 RUB (8040B) (No options)	12020828	6/8/04	Symmetricom

Lease #: 109988-001

Lessee: GeoSpan Corporation

By: 
Theodore Lachinski, President

Date: 5/27/04



balboa capital

Company Resolution

Company Resolution: I STEPHEN BOGGS, the duly elected and qualified Secretary of GeoSpan Corporation (the "Company"), hereby certify that Company's exact legal name, state of incorporation/organization, location of its chief executive office and/or its place of residence, as applicable, have been correctly identified to Lessor, and that at a duly constituted meeting of the Board of Directors/Members/Partners of the Company, the Board resolved that Theodore Lachinski, in his/her capacity as President is authorized for, on behalf of and in the name of this Company, to negotiate, procure and execute such Lease Agreements and any other documents in connection with same, which in his/her opinion are necessary or advisable to effectuate the most favorable interests of the Company, and the execution of such documents by said officer shall be conclusive evidence of his/her approval thereof. IN WITNESS WHEREOF, I have affixed my name as Secretary of the Company on 5/27/04.

Legal Name

GeoSpan Corporation

Date

5/27/04

Signature

X

Stephen Boggs

Title

Secretary

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BALBOA
CAPITAL

2010 Main Street • 11th Floor • Irvine, CA 92614

Toll: (888) BALBOA1 • Phone: (949) 756-0800 • FAX (949) 756-0886

October 1, 2007

Theodore Lachinski
GEOSPAN CORPORATION
10900 73rd Ave. N. Suite 136
Maple Grove, MN 55369

Signature
Confirmation # 91 3408 2133 3930 9159 2021

RE: Lease Number: 109988-001

Dear Customer:

The above referenced Lease is approximately nine months from the end of its initial term.

Please review your options under the current Lease Agreement and give timely notice to Balboa Capital Corporation of your desire to either return or purchase this equipment.

Many companies have found that this is a good time to evaluate their ongoing equipment needs, especially in the light of changing technology. Often they find that adding on new items, or even upgrading the entire system is beneficial.

Please call us at (888) 272-1800 if you wish to discuss these alternatives.

Very truly yours,

Balboa Capital Corporation



Date: 06/02/2008

Michele Miller:

The following is in response to your 06/02/2008 request for delivery information on your Signature Confirmation item number 3408 2133 3930 9159 2021. The delivery record shows that this item was delivered on 10/03/2007 at 11:52 AM in OSSEO, MN 55369 to T LACHINSKI. The scanned image of the recipient information is provided below.

Signature of Recipient:

Delivery Section	
3	
1	THEODOR M LACHINSKI

Address of Recipient:

y	is	THEODOR M LACHINSKI
10900	73 rd	AVE #136

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service