

EXHIBIT C

SERVICING AGREEMENT

SERVICING AGREEMENT, dated as of November 13, 2007 (this "Agreement"), by and between CoACTIV CAPITAL PARTNERS LLC ("CoActiv"), with its principal office at 655 Business Center Drive, Suite 250, Horsham, Pennsylvania 19044, and IFC CREDIT CORPORATION ("Servicer"), with offices at 8700 Waukegan Road, Suite 100, Morton Grove, IL 60053.

PRELIMINARY STATEMENT

WHEREAS, CoActiv and Servicer have entered into a Master Purchase Agreement (the "Purchase Agreement") dated as of this date providing for the sale from time to time of certain Transactions and Transaction Documents by Servicer to CoActiv on the terms and conditions described therein; and

WHEREAS, to induce Servicer to enter into the Purchase Agreement, the parties shall enter into this Agreement to provide, among other things, for the servicing by the Servicer of the Transactions and the related Transaction Documents which CoActiv, in its sole discretion, may purchase from Servicer pursuant to the Purchase Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the Servicer and CoActiv agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. For all purposes of this Agreement, the following terms shall have the meanings set forth below, unless the context clearly indicates otherwise:

"Defaulted Transaction" shall mean a Transaction (a) as to which a scheduled payment is past due for ninety (90) days or more; (b) the occurrence of any of the following events with respect to the Obligor on such Transaction: (i) an involuntary petition is filed against the Obligor under applicable bankruptcy, insolvency or similar laws now or hereafter in effect, (ii) the Obligor voluntarily commences a proceeding under any applicable bankruptcy, insolvency or other similar laws now or hereafter in effect or (iii) a court of competent jurisdiction appoints a receiver, liquidator, custodian, trustee, sequestrator or other similar official of the Obligor to offer any substantial part of its property or order the winding up or liquidation of its affairs; or (c) as to which Servicer believes that collection of the payments from such Obligor is unlikely.

"Delinquent Transaction" shall mean a Transaction (a) as to which a scheduled payment is past due for thirty (30) days or more and (b) which is not a Defaulted Transaction.

"Program Agreement" shall mean any arrangement between Servicer and a vendor pursuant to which such vendor provides full or limited recourse or other support to Servicer to secure obligations of an Obligor under a Transaction.

For all purposes of this Agreement, except as otherwise expressly provided herein or the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

ARTICLE II

ADMINISTRATION AND SERVICING OF TRANSACTIONS

Section 2.1 Servicer to Act as the Servicer.

(a) Engagement of the Servicer. The Servicer is hereby authorized to and agrees, at its sole cost and expense, to service and administer the Transactions on behalf of CoActiv in accordance with the terms of this Agreement and the Servicing Standard (as hereinafter defined). The Servicer agrees that its servicing of the Transactions shall be carried out (i) in accordance with applicable law and prudent, customary and usual procedures of financial institutions which service and administer transactions similar to the Transactions, (ii) to the extent more exacting, in accordance with the procedures which the Servicer employs in similar transactions originated or otherwise owned by it in the ordinary course of its business and (iii) with a view to the maximization of timely recovery of amounts owing on the Transactions and the preservation of applicable remedies with respect to the Transactions (collectively, the "Servicing Standard"). Servicer shall be liable for all of its overhead, out-of-pocket and other costs and expenses related to the performance of its obligations hereunder, and shall not be entitled to make application therefor from amounts paid on the Transactions.

(b) Actions to Perfect Security Interests. The Servicer shall at its expense, with respect to \$1.00-Out Transactions having a cost of Equipment in excess of \$25,000 and FMV Transactions having a cost of Equipment in excess of \$50,000, take all actions that are necessary or desirable to perfect and maintain continuous perfection and priority of the security interests granted by each Obligor in the applicable Collateral subject to the terms of the Transaction Documents, including, but not limited to, obtaining the execution by each Obligor and the recording, registering, filing, re-recording, re-registering and re-filing of all mortgages,

assignments, security agreements, financing statements, vehicle title liens, continuation statements or other instruments as are necessary to maintain the Transactions and security interests granted by the Obligors under the respective Transactions. Without limiting the foregoing, the Servicer shall at its expense, with respect to \$1.00-Out Transactions having a cost of Equipment in excess of \$25,000 and FMV Transactions having a cost of Equipment in excess of \$50,000, file or cause to be filed the financing statements on Form UCC-1 and assignments of financing statements on Form UCC-3 (as well as any necessary continuation statements with respect thereto) required to be filed in connection with the Purchase Agreement relating to the Transactions and the transactions contemplated thereby.

Section 2.2 Billing, Collection and Remittances of Payments.

(a) Billing and Collection of Payments; Lockbox and Lockbox Account.

Commencing on the Closing Date for a particular Transaction, the Servicer, at its own expense, shall bill Obligors for and use its best efforts to ensure that all payments, taxes and charges under such Transaction and the related Transaction Documents are paid by the applicable Obligor, or any other party making such payment, directly into a lockbox (the "Lockbox") and lockbox account (the "Lockbox Account") under CoActiv's sole control and notified by CoActiv to Servicer separately in writing from time to time, and shall direct the Obligors to make all such payments to the Lockbox. Any such payments received by Servicer or any of its affiliates from Obligors shall be transmitted to the Lockbox or Lockbox Account within two (2) business days of their receipt by Servicer or any of its affiliates. All such payments should be made payable to either "CoActiv Capital Partners LLC" or "IFC Credit Corporation." Servicer hereby grants CoActiv a durable power of attorney to endorse to CoActiv on Servicer's behalf any checks,

instruments, money orders or other payments made payable to Servicer and representing payments by Obligors or other parties on the Transactions or otherwise related to the Transaction Documents received in the Lockbox or otherwise received by CoActiv; and to take any other actions on Servicer's behalf as may be necessary or desirable in connection with the deposit of such payments to the Lockbox Account. Such power of attorney is irrevocable being a power coupled with an interest. Servicer shall be provided with the ability to monitor the account balance of and account activity with respect to the Lockbox Account, but shall not have any right or authority to effect withdrawals from the Lockbox Account.

(b) Additional Servicer Duties. In addition to the customary services which the Servicer is required to perform, the Servicer shall perform, at its own expense, the following servicing and collection activities:

(i) general recordkeeping services with respect to the Transactions;

(ii) respond to any telephone or written inquiries of Obligors concerning the Transactions and regularly update all changes of address and account data of Obligors;

(iii) keep Obligors informed of the proper place and method for making payments with respect to the Transactions as provided in Section 2.2(a) hereof;

(iv) contact Obligors to effect timely collection and to discourage delinquencies in the payment of Transactions, doing so by any lawful means, including, but not limited to, the following:

(A) transmit letters from time to time to delinquent Obligors as deemed appropriate;

(B) use its best efforts to contact delinquent Obligors by telephone not later than twenty (20) days after a required payment date to demand payment of any amounts remaining unpaid with respect thereto; and

(C) establish late charges and default interest, if applicable, to be paid by Obligors with all other payments (but for Servicer's account while it is responsible for servicing the Transactions hereunder) on the Transactions to the Lockbox and Lockbox Account;

(v) bill Obligors for all sales and other required taxes due on the payments under the Transactions (such tax amounts to be sent by Obligors directly to the Lockbox and Lockbox Account), report all tax collections by Obligor, state or local jurisdiction to CoActiv and, upon CoActiv's forwarding such amounts to Servicer, pay such taxes to the appropriate taxing authority; and

(vi) take all such other actions as may be necessary or appropriate to carry out the duties and obligations imposed upon the Servicer pursuant to the terms of this Agreement and in accordance with the Servicing Standard.

(c) Deposit and Remittance of Funds. All funds received in the Lockbox shall be deposited in the Lockbox Account. Servicer shall, on the seventh day of each month (or the next succeeding business day if such day is not a business day) (the "Distribution Date"), advise CoActiv of the collections received in the prior month and a detailed accounting setting forth the

amount of such collections due to Servicer. The only portion of collections on each Transaction to which Servicer will be entitled is (i) payments by Obligors on the Transactions of late charges, default interest charges, extension fees, tax filing fees, failure to provide insurance fees (with respect to Obligors for which Servicer is maintaining force-placed insurance on the applicable Equipment) and other ancillary fees and charges traditionally treated as servicing compensation in the equipment leasing industry (collectively, "Servicing Fees"), (ii) payments of delinquent amounts on the Transactions by Obligors with respect to which Servicer had previously advanced its own funds although Servicer is under no obligation to do so (each, an "Advance"), and which represent reimbursement of such Advances to Servicer, (iii) amounts representing Additional Purchase Price payable by Purchaser to Seller with respect to such Transaction as provided in the Purchase Agreement and (iv) any and all taxes paid by Obligors in respect of the Transactions, which Servicer shall promptly pay to the authority entitled thereto. After CoActiv and Servicer have mutually agreed upon the portion of any Obligor payments deposited during the prior month in the Lockbox Account to which Servicer is entitled as provided above, CoActiv shall wire transfer such amount to Servicer. To the extent such payments include sales, use and personal property taxes, privilege and license taxes or any other taxes paid by Obligors in respect of the Transactions, such amounts will be paid promptly by Servicer to the authority entitled thereto.

(d) Servicer and CoActiv hereby acknowledge and agree that with respect to each Transaction, from the Closing Date of the Assignment relating to such Transaction until the date Servicer is no longer responsible for servicing such Transaction hereunder, Servicer shall have the exclusive right to negotiate all terminations, buy-outs, pre-pays and upgrades of such Transaction and purchase options of Equipment related to such Transaction with the applicable

Obligor; provided, however, that Servicer shall not finalize the terms of, effect or consummate any such termination, buy-out, pre-pay or upgrade of a Transaction or any purchase option of Equipment related to a Transaction without the prior written consent of CoActiv, except to the extent the terms of any such event are set forth in the applicable Transaction Documents and are exercised by the applicable Obligor without any action by or consent of Servicer.

Section 2.3 Records. The Servicer shall retain all data (including, without limitation, computerized records) relating to or maintained in connection with the servicing of the Transactions at the address of the Servicer set forth herein or, following 15 days' prior written notice to CoActiv, at such other place where the servicing offices of the Servicer are located, and shall give CoActiv access to all data at all reasonable times upon reasonable (but in any event no more than one (1) business day's) notice. If the rights of the Servicer shall have been terminated in accordance with Section 5.1, the Servicer shall, within five (5) business days after receiving a demand therefor from CoActiv, deliver to CoActiv or its designee all data (including, without limitation, computerized records) necessary for the servicing of the Transactions. In addition to delivering such data, the Servicer shall, at its expense, use its best efforts to effect the orderly and efficient transfer of the servicing of the Transactions with respect to which such termination shall have occurred to CoActiv or its designee, including, without limitation, directing Obligors to remit all payments in respect of the Transactions to an account or address designated by, with the consent of CoActiv, any other successor servicer.

Section 2.4 Consents Required from CoActiv. Servicer may not, without the prior written consent of CoActiv (such consent to not be unreasonably withheld in the case of Section 2.4(g) below), take any action with respect to the following:

(a) enter into a waiver or consent or permit any modification with respect to any Transaction that would change the interest rate, rental rate, payment schedule, payment amount or prepayment fee, defer or forgive the payment of any principal or interest or rent (including changing the maturity date of a Transaction), waive any provision of a Transaction (including any change in any time period) prohibiting prepayment in whole or in part, or reduce the outstanding principal amount or imputed principal balance (except for actual payments of principal or rent or the application of insurance proceeds to payment of principal or rent);

(b) release, or agree to the substitution or exchange of any Collateral for, any portion of a Transaction or any Collateral or release the liability of any Person or entity liable for the payment of any Transaction;

(c) grant any concession with respect to the compliance with any obligation imposed by the Transaction Documents;

(d) release the Obligor from its obligation to repay all or a portion of any Transaction;

(e) accelerate or extend the maturity date of a note, commence any action, terminate any Transaction or repossess and resell any Collateral (except for such Transactions where CoActiv has received all amounts due to it under such Transaction as provided in the Purchase Agreement and the applicable Assignment);

(f) consent to any encumbrance on the Collateral that is not in connection with the ordinary course of business of the Obligor;

(g) consent to or permit any subordinate financing of any Collateral; or

(h) agree to, effect or consummate any termination, buy-out, pre-pay or upgrade of a Transaction or any purchase option of Equipment related to a Transaction with the applicable Obligor, except to the extent the terms of any such event are set forth in the applicable Transaction Documents and are exercised by the applicable Obligor without any action by or consent of Servicer.

Servicer shall promptly provide CoActiv with notice of any request by an Obligor for an act which would require the consent of CoActiv and CoActiv shall reasonably promptly respond.

Section 2.5 Proceedings on Defaulted Transactions.

(a) Defaulted Transactions. Servicer shall promptly notify CoActiv in writing upon becoming aware that any Transaction has become a Defaulted Transaction. Upon request of CoActiv, Servicer shall cease servicing a Defaulted Transaction, shall notify the Obligor of the assignment and shall promptly deliver to CoActiv or its designee all documents, data (including, without limitation, computerized records) necessary for the servicing of such Transaction.

(b) Program Agreements. To assist in the recovery of damages on a Defaulted Transaction for which Servicer is or was a party to a Program Agreement, Servicer shall, within ten (10) days after receipt of notice from CoActiv, enforce Servicer's rights under the Program Agreement. If such Program Agreement is deemed not assignable, Servicer shall, to the extent lawful, hold in trust such non-assignable rights for the benefit of CoActiv or enter into with CoActiv lawful arrangements reasonably acceptable to CoActiv to make available to

CoActiv all of the benefits of the Program Agreement. Servicer will not agree to any modification of the terms of the Program Agreement which would affect CoActiv's rights thereunder without the written consent of CoActiv. At the request of CoActiv, Servicer shall exercise its best efforts to enforce, for the benefit of CoActiv, any rights of Servicer arising from the Program Agreements (related to Defaulted Transactions) against the other party or parties to the Program Agreement. Costs and expenses (including fees and disbursements of counsel) shall be borne by CoActiv on a pro rata basis in relation to all Transactions that are the subject of contested enforcement rights under the Program Agreement. In the event any vendor under a Program Agreement allows the assignment of such non-assignable rights to CoActiv, such rights shall be deemed to be assigned to CoActiv without any further action on the part of Servicer or CoActiv until such time as CoActiv receives all of the Specified Payments and any other amounts owed to it under the Purchase Agreement and this Agreement at which time such rights would then be deemed to be reassigned to Servicer without any further action on the part of Servicer or CoActiv.

ARTICLE III

STATEMENTS AND REPORTS

Section 3.1 Reporting by the Servicer. On the seventh day of each calendar month (or, if not a business day, on the first business day thereafter) (each, a "Servicer Report Date"), the Servicer shall transmit to CoActiv a report (the "Servicer's Report") setting forth the following information in respect of the Transactions:

(a) the amount of funds which have been collected in respect of each Transaction, by Transaction number, the stated Transaction maturity as of the last day of the prior month and prepayment amounts; and

(b) any other information requested by CoActiv.

Section 3.2 Inspection and Audit Rights. The Servicer agrees that, on at least one business day's prior notice, it will permit any representative of CoActiv during the Servicer's normal business hours to examine all the books of account, records, reports and other papers of the Servicer relating to the Transactions, to make copies and extracts therefrom, to cause such books to be audited by independent accountants and to discuss the affairs, finances and accounts relating to the Transactions with its officers, employees and independent accountants (and by this provision the Servicer hereby authorizes said accountants to discuss with such representatives such affairs, finances and accounts), all at such reasonable times and as often as may be reasonably requested.

ARTICLE IV

THE SERVICER

Section 4.1 Representations and Warranties Concerning the Servicer. The Servicer represents and warrants to CoActiv, as follows:

(a) The Servicer is an Illinois corporation duly formed, validly existing, in good standing under the laws of the State of its formation and is qualified to do business in each jurisdiction where failure to so qualify would have a material and adverse effect on its ability to perform its obligations hereunder.

(b) The execution, delivery and performance by the Servicer of this Agreement are within the power of the Servicer and have been duly authorized by all necessary corporate action on the part of the Servicer. Neither the execution and delivery of this Agreement, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof, will conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulation, judgment, decree or order binding on the Servicer or its properties or the charter or bylaws or other organizational documents and agreements of the Servicer, or any of the provisions of any indenture, mortgage, Transaction, agreement or other instrument to which the Servicer is a party or by which it is bound, in each case, which breach would have a material adverse effect on the financials or business of the Servicer or on any Transaction, or result in the creation or imposition of any lien, charge or encumbrance upon any of its properties pursuant to the terms of any such indenture, mortgage, Transaction, agreement or other instrument.

(c) The Servicer is not required to obtain the consent of any other party or any consent, license, approval or authorization, or registration or declaration with, any governmental authority, bureau or agency in connection with the execution, delivery or performance by the Servicer of this Agreement, or the validity or enforceability of this Agreement against the Servicer.

(d) This Agreement has been duly executed and delivered by the Servicer and constitutes a legal, valid and binding instrument enforceable against the Servicer in accordance with its terms (except as may be limited by applicable insolvency, bankruptcy, moratorium, re-

organization, or other similar laws affecting enforceability of creditors' rights generally and the availability of equitable remedies).

(e) There are no actions, suits or proceedings pending or, to the knowledge of the Servicer, threatened against or affecting the Servicer, before or by any court, administrative agency, arbitrator or governmental body with respect to any of the transactions contemplated by this Agreement, or which will, if determined adversely to the Servicer, materially and adversely affect its business or operations or its ability to perform its obligations under this Agreement. The Servicer is not in default with respect to any order of any court, administrative agency, arbitrator or governmental body so as to materially and adversely affect any Transaction or the performance of its obligations hereunder.

(f) The Servicer has obtained or made (as applicable) all necessary licenses, registrations, consents, approvals, waivers and notifications of creditors, lessors and other persons, in each case, in connection with the execution and delivery of this Agreement by the Servicer, and the consummation by the Servicer of all the transactions herein contemplated to be consummated by the Servicer and the performance of its obligations hereunder.

(g) The Servicer has not taken (or omitted to take any action required to be taken hereunder), and has no notice that any Obligor has taken (or omitted to take), any action that would impair or invalidate the coverage provided by any existing insurance policy relating to any Transaction or the related Collateral.

Section 4.2 Existence; Status as the Servicer. The Servicer shall keep in full effect its existence, rights and franchises, and will obtain and preserve its qualification to do business in

each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of the Transaction Documents and this Agreement or to perform its obligations hereunder.

Section 4.3. Limitations on Liability and Performance of Obligations.

(a) Right to Receive Instructions. In the event that the Servicer is unable to decide between alternative courses of action, or is unsure as to the application of any provision of this Agreement, or such provision is ambiguous as to its application, or is, or appears to be, in conflict with any other applicable provision, or in the event that this Agreement permits any determination by the Servicer or is silent or is incomplete as to the course of action which the Servicer is required to take with respect to a particular set of facts, the Servicer shall request instructions and, to the extent that the Servicer shall have acted or refrained from acting in good faith in accordance with any such instructions received from CoActiv, the Servicer shall not be liable on account of such action or inaction to any Person. Subject to the Servicing Standard, if the Servicer shall not have received appropriate instructions within ten days of such request (or within such reasonable period of time as may be specified in such request), the Servicer may, but shall be under no duty to, take or refrain from taking such action, not inconsistent with this Agreement or the Purchase Agreement, as the Servicer shall deem to be in the best interests of CoActiv, and the Servicer shall have no liability to any Person for such action or inaction except for the breach of its specific obligations hereunder or under the Purchase Agreement, its breach of the Servicing Standard or for its own willful misconduct or negligence.

(b) Limitations on Servicer Liability. Subject to the terms hereof, the Servicer, its affiliates and its or their respective directors, officers, shareholders, employees or

agents (each, a "Servicer Entity"), will not be liable to CoActiv for any action taken or omitted to be taken by the Servicer in accordance with the instructions of CoActiv made in accordance herewith; *provided, however*, that this provision shall not protect any Servicer Entity against any liability related to or arising out of: (i) any representation, warranty or statement of the Servicer made in this Agreement, the Purchase Agreement, any Assignment or Closing Letter or any other document, certificate, statement or instrument provided by Seller related to or in connection with any of the foregoing being untrue or incorrect as of the time it was made or deemed made, (ii) any liability specifically imposed on the Servicer herein or (iii) the willful misconduct, bad faith or negligence in the performance of Servicer's duties under this Agreement or the Purchase Agreement.

(c) In performing its obligations as servicer hereunder, the Servicer acts solely as an independent contractor of CoActiv. Nothing in this Agreement shall, or shall be deemed to, create or constitute any joint venture, partnership, employment or any other relationship between CoActiv and the Servicer, other than the independent contractor relationship established hereby. Neither party hereto shall be, and shall not be deemed to be, liable for any acts or obligations of the other party hereto.

Section 4.4 Merger; Subservicing; Resignation and Assignment. The Servicer may not merge into any corporation or convey, transfer or lease substantially all of its assets as an entity, unless and until the Servicer's successor or a new servicer is acceptable to CoActiv (such acceptance not to be unreasonably withheld or delayed) and is willing to service the Transactions and enter into a servicing agreement with CoActiv in form and substance substantially similar to this Agreement.

ARTICLE V

SERVICER TERMINATION

Section 5.1 Events of Servicer Termination.

(a) Any of the following acts or occurrences shall constitute an "Event of Servicer Termination" under this Agreement:

(i) any failure by the Servicer to remit to the Lockbox and Lockbox Account any payments received by Servicer or any of its affiliates from any Obligor with respect to a Transaction, or any other amounts due to CoActiv in accordance with any provision of this Agreement, the Purchase Agreement or any Assignment, and such default continues uncured for two (2) business days after Servicer has obtained knowledge of, or has been notified in writing by CoActiv of, such default; or

(ii) the Servicer shall default in the due performance and observance of any other provision of this Agreement, the Purchase Agreement or any Assignment and such default shall have continued for a period of five (5) business days after the earlier of Servicer's obtaining knowledge of, or being notified in writing by CoActiv of, such default; or

(iii) any representation, warranty or statement of the Servicer made in this Agreement, the Purchase Agreement, any Assignment or Closing Letter or any other document, certificate, report, statement or instrument provided by Seller related to or in connection with any of the foregoing shall prove to be incorrect in any material respect as of the time when the same was made or deemed made and, if curable, is not

cured within five (5) business days after the earlier of Servicer's obtaining knowledge of, or being notified in writing by CoActiv of, such occurrence; or

(iv) the Servicer (A) makes an assignment for the benefit of creditors or is generally not paying its debts as such debts become due or (B) petitions or applies to any tribunal for, or consents to, the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official of the Servicer, of any substantial part of the assets of the Servicer, or commences a voluntary case under the United States Bankruptcy Code or any proceedings relating to the Servicer under the bankruptcy, insolvency or similar laws of any other jurisdiction; or

(v) any such petition or application described in Section 5.1(a)(iv)(B) above is filed, or any such proceedings are commenced, against the Servicer by a third party and (A) the Servicer by any act indicates its approval thereof, consent thereto or acquiescence therein or (B) any order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceedings and such order, judgment or decree remains unstayed and in effect for more than ten (10) calendar days; or

(vi) any order, judgment or decree is entered in any proceedings against the Servicer decreeing the dissolution of the Servicer and such order, judgment or decree remains unstayed and in effect for more than ten (10) calendar days; or

(vii) a final judgment for an amount in excess of \$500,000 (exclusive of any portion thereof which is insured) is rendered against the Servicer, and

within thirty (30) days after the entry thereof, such judgment is not discharged or the execution thereof is stayed pending appeal, or within thirty (30) days after the expiration of any such stay, such judgment is not discharged; or

(viii) the gross receivable balance of Transactions (exclusive of any Transactions repurchased by Seller for which the Repurchase Price has been paid to CoActiv in full, or for which servicing was transferred to CoActiv) which is more than thirty (30) days past due as a percentage of the gross receivable balance for all Transactions is greater than or equal to six and one-half percent (6.5%) for three (3) consecutive months.

(b) Upon the occurrence and continuance of an Event of Servicer Termination specified in clause (iv) or (v) above, all of the rights and powers of the Servicer under this Agreement shall automatically terminate, including without limitation all rights of the Servicer to receive from and after such termination any Servicing Fees (provided that Servicer shall continue to be entitled to collect failure to maintain insurance fees received with respect to any Transaction where the Servicer is maintaining force-placed insurance on the applicable Equipment due to Obligor's failure to maintain such insurance) and Advance reimbursement hereunder, other than to the extent accrued prior to such termination and not previously paid, and CoActiv may exercise any other right or remedy that it may have under law or otherwise. Upon the occurrence of any other Event of Servicer Termination, CoActiv may, by notice given to the Servicer, terminate all of the rights and powers of the Servicer under this Agreement, including, without limitation, all rights of the Servicer to receive any Servicing Fees (provided that Servicer shall continue to be entitled to collect failure to maintain insurance fees received with respect to

any Transaction where the Servicer is maintaining force-placed insurance on the applicable Equipment due to Obligor's failure to maintain such insurance) and Advance reimbursement hereunder, other than to the extent accrued prior to such termination and not previously paid, and CoActiv may exercise any other right or remedy that it may have under law or otherwise. Notwithstanding anything herein to the contrary, however, Servicer shall continue to be entitled to receive all amounts representing Additional Purchase Price payable to it in respect of the Transactions as provided in the Purchase Agreement, whether received in the Lockbox, the Lockbox Account or by Servicer or CoActiv (provided such amounts are forwarded to the Lockbox or Lockbox Account if initially received by Servicer or CoActiv for the accounting described in Section 2.2(c) hereof prior to being finally released by Servicer) before or after any Event of Servicer Termination or termination of Servicer hereunder. Upon any termination of Servicer hereunder, all rights, powers, duties and responsibilities of the Servicer under this Agreement, whether with respect to the related Transaction Documents, or otherwise, shall automatically and without further action vest in and be assumed by CoActiv or a new servicer as appointed by CoActiv; provided, however, that the Servicer shall not thereby be relieved of any of its indemnification or other liabilities that have arisen prior to such termination. In such event, CoActiv is hereby irrevocably authorized and empowered to send the Notice to Obligor executed by Servicer pursuant to the Purchase Agreement to each Obligor and execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments (including any notices to Obligors deemed necessary or advisable by CoActiv), and to do or accomplish all other acts or things necessary or appropriate to effect the transfer of servicing of the Transactions to a successor servicer, and the other purposes of this Agreement.

(c) The outgoing Servicer agrees to cooperate with any successor servicer in effecting the termination of the responsibilities and rights of the outgoing Servicer to conduct servicing functions hereunder, including, without limitation, the transfer to the successor servicer for administration by it of all property which shall at the time be held by the outgoing Servicer and as to which CoActiv shall be entitled hereunder or which represents collections of taxes, assessments, insurance policy premiums and comparable items for the account of the Obligors, all amounts thereafter received with respect to the Transactions, and copies of all documents and records necessary to enable the successor servicer to assume the servicing functions with respect to the Transactions hereunder. The outgoing Servicer shall transfer its electronic records relating to the Transactions to the successor servicer in such electronic form as the successor servicer may reasonably request and shall transfer all Transaction Files and all other records, correspondence and documents relating to the Transactions to the successor servicer in the manner and at such times as the successor servicer shall reasonably request. All actions of the outgoing Servicer described in this Section 5.1(c) shall be at the outgoing Servicer's sole expense.

(d) Upon Servicer's termination as servicer of the Transactions hereunder, CoActiv will "flag" each Transaction in its system with instructions to immediately contact Servicer if any Obligor makes an inquiry or gives notice as to a termination, buy-out, purchase option or pre-pay or upgrade of a Transaction. CoActiv shall have the exclusive right to negotiate all terminations, buy-outs, pre-pays and upgrades of a Transaction and purchase options of Equipment directly with all Obligors, but will first obtain Servicer's consent to any amount quoted to an Obligor in order to effect such events. CoActiv shall promptly contact Servicer if any Obligor makes an inquiry or gives notice as to a termination, buy-out, purchase

option or pre-pay of a Transaction.

(e) CoActiv shall provide Servicer with copies of any and all notices it receives from an Obligor with respect to the Obligor's intention to terminate a Transaction or purchase the related Equipment at the end of the initial term as required pursuant to the Transaction Documents.

(f) CoActiv agrees that it will not grant any extensions of time for any payments due under any Transaction (including, without limitation, Specified Payments) pursuant to which there is a Non-Guaranteed Residual or make any amendments or supplements to the terms of any such Transaction, including without limitation, the terms and amount of payments, unless CoActiv first obtains Servicer's prior written consent, which shall not be unreasonably withheld.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1 Termination of Agreement. Upon termination of this Agreement pursuant to Section 5.1, the Servicer shall pay over to CoActiv all monies thereafter received from Obligors to which CoActiv is entitled within two (2) business days after Servicer's receipt thereof, and CoActiv shall pay over to Servicer all monies thereafter received from Obligors to which Servicer is entitled within two (2) business days after the later of CoActiv's receipt thereof or the determination of the amount received by CoActiv to which Servicer is entitled as provided herein.

Section 6.2 Notices. All notices, reports, requests or other communications desired or required to be given under this Agreement shall be in writing and shall be sent to the parties at

the addresses set forth with respect to each party in the recitals hereof by: (a) hand delivery, (b) certified mail, return receipt requested, postage prepaid or (c) national prepaid overnight delivery service. All notices and demands shall be deemed to have been given either at the time of the delivery thereof to any officer of the person entitled to receive such notices and demands at the address of such person for notices hereunder, or (solely in the case of certified mail) on the third day after the mailing thereof to such address, as the case may be.

Section 6.3 Successor and Assigns. CoActiv shall have the absolute right, without requiring Servicer's consent, to assign all or any of its rights or assign or delegate all or any of its duties hereunder and under any applicable Assignment, provided, however, that such assignee shall agree to (i) retain Servicer as servicer of the Transactions unless CoActiv has already removed Servicer from that capacity and (ii) comply with CoActiv's obligations hereunder and thereunder. Servicer may not assign or delegate all or any of its rights or duties hereunder without the prior written consent of CoActiv.

Section 6.4 Payments In Immediately Available Funds. Each payment to be made hereunder shall be made on the required payment date in lawful money of the United States and in immediately available funds.

Section 6.5 Rights Cumulative. All rights, remedies and powers granted to CoActiv hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers given hereunder and thereunder, or in or by any other instrument, or available in law or equity.

Section 6.6 Waivers. No failure or delay on the part of Servicer or CoActiv in exercising any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

Section 6.7 Deliveries. All items and amounts to be delivered, remitted or otherwise furnished by one party to the other pursuant hereto or in connection herewith shall, except as otherwise provided for herein, be delivered, remitted or furnished to such party at its office at the address set forth herein, or at such other place as such party may direct.

Section 6.8 Merger and Integration; Amendments, Etc. This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and all other and/or prior understandings, written or oral, are hereby superseded. This Agreement may not be modified, amended, waived, terminated or supplemented, except in accordance with its express terms and in a writing executed by CoActiv and Servicer.

Section 6.9 Headings and Cross-References. The various headings in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. References to any Section are to such Section of this Agreement.

Section 6.10 Governing Law. This Agreement shall be governed by the internal substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law or choice of law.

Section 6.11 Counterparts. This Agreement may be signed in one or more counterparts (and by different parties on separate counterparts), each of which shall be an original and all of which shall be taken together as one and the same agreement.

Section 6.12 Severability. If any provision hereof is void or unenforceable in any jurisdiction, such voidness or unenforceability shall not affect the validity or enforceability of (a) such provision in any other jurisdiction or (b) any other provision herein in such or any other jurisdiction.

Section 6.13 Survival of Duties, Warranties and Representations. Each party hereto covenants that its respective duties, warranties and representations set forth in this Agreement, and in any document delivered or to be delivered in connection herewith, shall survive the execution of this Agreement and the closing of the transactions contemplated hereunder.


Section 6.14 Jurisdiction, Forum Selection Venue; Jury Trial Waivers. CoACTIV AND SERVICER AGREE (a) TO SUBMIT FOR THEMSELVES, IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ANY SCHEDULE OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT HEREOF OR THEREOF, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF PENNSYLVANIA, AND APPELLATE COURTS FROM ANY THEREOF, (b) CONSENT THAT ANY ACTION OR PROCEEDING SHALL BE BROUGHT IN SUCH COURTS, AND WAIVE ANY OBJECTION THAT EACH MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT, (c) AGREE THAT SERVICE OF PROCESS OF

ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE APPROPRIATE PARTY AT ITS ADDRESS AS SET FORTH HEREIN, AND SERVICE MADE SHALL BE DEEMED TO BE COMPLETED UPON RECEIPT, AND (d) AGREE THAT NOTHING HEREIN OR IN ANY EXHIBIT OR SCHEDULE SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. CoACTIV AND SERVICER EACH HEREBY UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY SCHEDULE AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN CoACTIV AND SERVICER.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers hereunto duly authorized as of the day and year first above written.

CoACTIV CAPITAL PARTNERS LLC

By: 
Name: DONALD P. CAMPBELL
Title: CEO

IFC CREDIT CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers hereunto duly authorized as of the day and year first above written.

CoACTIV CAPITAL PARTNERS LLC

By: _____
Name:
Title:

IFC CREDIT CORPORATION

By: Marc Lapins
Name: MARC LAPINS
Title: CFO

AMENDMENT NO. 1 TO SERVICING AGREEMENT

THIS AMENDMENT NO. 1 TO SERVICING AGREEMENT (the "Amendment"), dated as of November 13, 2007, is entered into by and between CoACTIV CAPITAL PARTNERS LLC, with its principal office at 655 Business Center Drive, Suite 250, Horsham, PA 19044 ("CoActiv"), and IFC CREDIT CORPORATION, with its offices at 8700 Waukegan Road, Suite 100, Morton Grove, IL 60053 ("Servicer").

BACKGROUND

A. CoActiv and Servicer are parties to that certain Servicing Agreement dated as of November 13, 2007 (as the same heretofore or hereafter may be amended, modified, restated, replaced, revised and/or supplemented from time to time, the "Servicing Agreement"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Servicing Agreement.

B. CoActiv, as purchaser, and Servicer, as seller, are also parties to that certain Master Purchase Agreement dated as of November 13, 2007, as amended by that certain Amendment No. 1 to Master Purchase Agreement dated as of the date hereof (as the same heretofore or hereafter may be amended, modified, restated, replaced, revised and/or supplemented from time to time, the "Purchase Agreement"), pursuant to which CoActiv has agreed to purchase from Seller certain Transactions and related items from time to time.

C. Pursuant to the Servicing Agreement, Servicer has agreed to provide servicing for certain Transactions purchased by CoActiv from Servicer pursuant to the terms of the Purchase Agreement.

D. CoActiv and Servicer desire to amend certain provisions of the Servicing Agreement, subject to and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises and the mutual agreements hereinafter set forth, and intending to be bound hereby, CoActiv and Servicer hereby agree as follows:

I. Amendments to Servicing Agreement.

(a) Section 2.2(b) of the Servicing Agreement is hereby amended by (i) deleting the word "and" from the end of subparagraph (v) thereof, (ii) replacing the period in subparagraph (vi) with a semi-colon, followed by the word "and", and (iii) adding the following new subparagraph (vii) thereto in its entirety to read as follows:

(vii) custody and administration of the Security Deposits on behalf of CoActiv, including, without limitation, the return of such Security Deposits to the applicable Obligor(s) as and when required by the applicable Transaction Documents.

(b) Section 5.1(b) of the Servicing Agreement is hereby amended by amending and restating the fourth sentence thereof, in its entirety, to read as follows:

Upon any termination of Servicer hereunder, (i) Servicer shall immediately transfer to CoActiv all Security Deposits held by Servicer and related to any Transactions, without any further notice or demand therefor by CoActiv, and (ii) all rights, powers, duties and responsibilities of Servicer under this Agreement, whether with respect to the related Transaction Documents, or otherwise, shall automatically and without further action vest in and be assumed by CoActiv or a new Servicer as appointed by CoActiv; provided, however, that Servicer shall not be relieved of its indemnification or other liabilities that have arisen prior to such termination.

(c) Section 5.1(c) of the Servicing Agreement is hereby amended by adding, immediately after the second sentence thereof, the following sentence in its entirety, to read as follows:

Further, the outgoing Servicer shall transfer any and all Security Deposits to the successor servicer (to the extent not previously transferred to CoActiv pursuant to Section 5.1(b) above), in immediately available funds, to be administered pursuant to the related Transaction Documents.

2. Effect on Agreement; General Provisions. Except as set forth in this Amendment, the terms and provisions of the Agreement are hereby ratified and declared to be in full force and effect. This Amendment shall be governed by the provisions of the Agreement, as amended by this Amendment, which provisions are incorporated herein by reference. This Amendment shall become effective upon its execution, which may occur in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[Signatures appear on the following page]

IN WITNESS WHEREOF, CoActiv and Servicer have executed and delivered this Amendment as of the date set forth above.

CoACTIV CAPITAL PARTNERS LLC

By: Sam A. Melton
Name: Sam A. Melton
Title: SVP, Credit

IFC CREDIT CORPORATION

By: Mark [unclear]
Name: Mark [unclear]
Title: CFO