

EXHIBIT E

SERVICING AGREEMENT

THIS SERVICING AGREEMENT (this "Servicing Agreement") is made and entered into as of December 28, 2007 by and between IFC Capital Funding I, LLC, an Illinois limited liability company ("Client"), and IFC CREDIT CORPORATION, an Illinois corporation ("Servicer").

RECITALS

Client is in the business of acquiring and leasing certain assets and intends to finance the acquisition of Assets with loans from Lender described below pursuant to the terms of the Loan Agreement described below. Pursuant to the Loan Agreement, Client is required to grant Lender security interests in the Assets.

Client desires to retain Servicer to manage, administer, service, make or cause to be made collection efforts with regard to the Assets, and dispose of Assets, all in the manner hereinafter set forth.

Servicer acknowledges Lender's interest in the Assets and agrees to provide the services described herein for the benefit of Client and Lender.

In consideration of the foregoing and the agreements set forth in this Servicing Agreement, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Servicing Agreement, the following terms shall have the following meanings:

"Event of Default" shall have the meaning set forth in Section 5.1 below.

"Insolvency Proceeding" means (i) the commencement by a person as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law, or such person seeking the appointment of a receiver, trustee, custodian or similar official for such person or any substantial part of such person's property, or a decree or order seeking such appointment, (ii) the commencement of any such case or proceeding against a person or another seeking such an appointment which (a) is consented to by such party, (b) results in the entry of an order for relief, such appointment, the issuance of such a protective decree or the entry of an order having similar effect or (c) is not dismissed within 30 days, (iii) the making by a person of a general assignment for the benefit of creditors or (iv) the admission in writing by a person of such person's inability to pay such person's debts as they become due.

"Lender" means CoActiv Capital Partners LLC.

“Loan Agreement” means that certain Loan Agreement dated as of even date hereof among Client, Servicer and Lender, as amended, supplemented or renewed from time to time.

“Servicing Fee” means all late charges collected on all Assets.

Any capitalized term that is not defined in this Agreement shall have the definition set forth in the Loan Agreement.

ARTICLE II ADMINISTRATION AND SERVICING OF ASSETS.

Section 2.1 Appointment of Servicer. Client hereby appoints Servicer to manage, administer, service, make or cause to be made, collection efforts with regard to the Assets and to dispose of Assets in the manner set forth herein or required under the terms of the Loan Agreement.

Section 2.2 Duties of Servicer. Servicer will provide the services customarily provided by servicers of assets of the same or similar type as the Assets, including the following:

(a) Management of Assets. Servicer shall manage the Assets in a manner consistent with this Servicing Agreement and act, with respect to the Assets, in such a manner as will maximize the benefits to be received by Client and Lender. Servicer may compromise, settle and give acquittance for, and prosecute and discontinue suits and proceedings in respect of, the Assets in the ordinary course of servicing the Assets.

(b) Payment Processing. Servicer will cause all Gross Receipts to be processed in accordance with the Loan Agreement and the Blocked Account Agreement.

(c) Reporting. Servicer will assist Client in preparing and delivering on a timely basis the reports identified in the Loan Agreement.

Section 2.3 Servicing Fees. As compensation for its services hereunder, Client shall pay to Servicer the Servicing Fees. Servicing Fees will be payable solely from Gross Receipts disbursed as part of a Disbursement Amount as provided in the Loan Agreement.

Section 2.4 Expenses of Servicer. Servicer shall be responsible for all internal costs and expenses of performing the services under this Servicing Agreement, including but not limited to rent, salaries and communications.

Section 2.5 Standard of Care. In performing its duties and obligations under this Servicing Agreement, Servicer will comply in all material respects with all applicable federal, state, and local laws and regulations, (including but not limited to any applicable consumer protection laws or regulations), and will exercise that degree of skill and care consistent with the degree of skill and care customarily exercised in the industry with respect to assets similar to the Assets, and that is consistent with prudent industry standards, and will apply in performing such duties and obligations, those standards, policies and procedures consistent with the standards,

policies and procedures Servicer applies with respect to assets similar to the Assets owned or serviced by it; provided, however, that notwithstanding the foregoing, Servicer shall not, except pursuant to a judicial order from a court of competent jurisdiction, or as otherwise required by applicable law or regulation or as otherwise permitted in this Servicing Agreement, release or waive the right to collect the unpaid balance on any Assets. In performing its duties and obligations hereunder, Servicer shall maintain all state and federal licenses, permits and franchises necessary and appropriate for it to perform its responsibilities hereunder, and shall not impair the rights of Client and Lender in the Assets.

Section 2.6 Subservicing; Delegation by Servicer. Servicer agrees that the terms and conditions of any subservicing agreement or other assignment or delegation of all or part of Servicer's responsibilities under this Servicing Agreement to any other Subservicer, including any amendment to any such agreement or change in the terms of any such assignment or delegation, must be approved in writing in advance by Client and Lender. Lender's and Client's approval with respect to such subservicing, assignment or delegation may be given or withheld by each such party in its sole and absolute discretion. No such subservicing, assignment or delegation shall relieve Servicer of its obligations hereunder and Servicer shall be responsible for monitoring and enforcing any such subservicing, assignment or delegation for compliance with the terms of this Servicing Agreement. Servicer shall cause any Subservicer to whom any obligation or duty of Servicer hereunder is assigned or delegated to comply with the terms of this Servicing Agreement, including, without limitation, standard of care and licensing provisions of Section 2.5.

ARTICLE III COVENANTS OF SERVICER

Section 3.1 Client's Title. Servicer shall defend Client's right, title and interest to and in the Assets against all claims of third parties claiming through or under Servicer;

Section 3.2 Notice of Event of Default. Servicer shall promptly notify Client and Lender of the occurrence of any Event of Default and any material breach by Servicer of any of its covenants, obligations or representations and warranties contained herein or any other fact or circumstance known to Servicer which, if not cured, with the passage of time, would result in an Event of Default;

Section 3.3 No Transfer or Liens. Servicer shall not sell, pledge, assign, or transfer to any other Person, or grant, create, incur, assume, permit or suffer to exist any Lien arising through Servicer on any Assets owned by Client;

Section 3.4 Settlement of Claims. Servicer will promptly advise Lender of any inquiry received from an Obligor which contemplates the consent of Client or Lender regarding settlement of any unasserted claim, defense or compromise of any amount an Obligor owes or any other matters Servicer should reasonably understand are not within Servicer's authority under this Servicing Agreement.

Section 3.5 Confidentiality. Servicer shall treat all information relating to Client or the Assets as confidential and, except as necessary or appropriate in connection with the servicing of the Assets, Servicer shall not disclose any such information without the written consent of Client and Lender.

Section 3.6 Perfection of Lender's Interest. Servicer shall take, or cause to be taken, all steps necessary to perfect Lender's security interest in the Assets including, without limitation, the physical delivery of the original Asset documents, other evidences of indebtedness or chattel paper evidencing or securing the Assets to such agents, representatives or employees of Lender as Lender may from time to time reasonably direct, the notation of Lender's security interest in any of such Assets on the instruments and documents evidencing the Assets or the filing or recording of any assignment, financing statement, notice or other writing, all at Client's expense.

Section 3.7 Inspection. Servicer agrees that it will permit any representative or agent of Client and/or Lender, to examine all the books of account, records, reports and other papers of Servicer relating to the Assets, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts relating to the Assets with representatives and agents of Client and/or Lender, all at such reasonable times and as often as may be reasonably requested.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of Servicer. Servicer represents, warrants and covenants to Client and Lender that during the term of this Servicing Agreement:

(a) Organization and Standing. Servicer is and shall be a corporation duly organized and validly existing under the laws of the State of Illinois, with power and authority to own its properties and to conduct its business as such properties are owned and such business is presently conducted;

(b) Power and Authority. Servicer has full power and authority to execute, deliver and perform its obligations under this Servicing Agreement and has duly and properly taken all necessary action to permit and authorize the execution, delivery and performance of this Servicing Agreement;

(c) Compliance With Law and Other Agreements. The consummation of the transactions contemplated by this Servicing Agreement and the fulfillment of the terms hereof will not (i) violate Servicer's articles of incorporation or bylaws or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach any contract, indenture, lease, credit agreement or any other agreement or instrument to which Servicer is a party or which may be applicable to Servicer or any of its properties; (ii) result in the creation or imposition of any lien upon any of its properties pursuant to the terms of any such indenture, agreement, or other instrument (other than the Servicing Agreement); or (iii) violate any

law, order, rule or regulation applicable to Servicer of any court, federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over Servicer or its property;

(d) Binding Obligations. This Servicing Agreement shall constitute a legal, valid, and binding obligation of Servicer enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability shall be considered in a proceeding in equity or at law;

Section 4.2 Representations and Warranties of Client. Client hereby represents, warrants and covenants to Servicer that:

(a) Organization and Standing. Client is a limited liability company organized and in good standing under the laws of the State of Illinois, with power and authority to own its properties and to conduct its business as such properties are owned and such business is presently conducted.

(b) Power and Authority. Client has all requisite power and authority to execute, deliver, and carry out its obligations under this Servicing Agreement and has duly and properly taken all necessary action to permit and authorize the execution, delivery and performance of this Servicing Agreement.

(c) Compliance With Law and Other Agreements. The consummation of the transactions contemplated by this Servicing Agreement and the fulfillment of the terms hereof will not (i) violate Client's organizational documents or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of any contract, indenture, lease, credit agreement or any other agreement or instrument to which Client is a party or which may be applicable to Client or any of its properties; (ii) result in the creation or imposition of any lien upon any of its properties pursuant to the terms of any such indenture, agreement, or other instrument (other than the Servicing Agreement); or (iii) violate any law, order, rule or regulation applicable to Client of any court, federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over Client or its property.

(d) Binding Obligations. This Servicing Agreement shall constitute a legal, valid, and binding obligation of Client enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity, regardless of whether such enforceability shall be considered in a proceeding in equity or at law.

Section 4.3 Survival of Representations and Warranties. The representations and warranties set forth in this Article IV are continuous and shall survive the termination or expiration of this Servicing Agreement, unless otherwise agreed to in writing by the parties.

ARTICLE V
EVENTS OF DEFAULT; REMEDIES

Section 5.1 Events of Default. Any of the following acts or occurrences shall constitute an "Event of Default" under this Servicing Agreement:

(a) The failure to make any payment or deposit received by Servicer and required to be made under the terms of this Servicing Agreement which failure continues unremedied for a period of ten (10) days after such payment or deposit is due;

(b) The failure to observe or perform any covenant or agreement (other than in subparagraph (a), above) required to be performed under this Servicing Agreement which failure continues unremedied for a period of ten (10) days after written notice of such failure shall have been given to the breaching party and which failure Lender determines in its sole but reasonable discretion has had a Material Adverse Effect, or is reasonably likely to have a Material Adverse Effect if not remedied; provided, however, that if the nature of such breach is such that it cannot reasonably be cured within ten (10) days following such written notice, but can reasonably be cured within (30) days following such written notice, Servicer may cure such breach by commencing in good faith to cure the breach promptly after its receipt of such written notice and prosecuting the cure of such breach to completion with diligence and continuity within a reasonable time thereafter, but in any event within thirty (30) days thereafter

(c) Servicer becomes the subject of an Insolvency Proceeding;

(d) Any representation, warranty or statement made in this Servicing Agreement or in any certificate, report or other writing delivered pursuant hereto shall prove to be incorrect in any material respect as of the time when the same shall have been made; or

(e) The occurrence of an "Event of Default" under the Loan Agreement.

Section 5.2 Remedies. If an Event of Default shall occur and be continuing, the non-breaching party may exercise any right or remedy available to it under this Servicing Agreement or under applicable law and, in addition, may terminate the rights of the defaulting party under this Servicing Agreement by giving thirty (30) days prior written notice. The rights of Servicer to service any of the Assets hereunder shall, at Lender's option, terminate upon the occurrence of an Event of Default and written notice of termination by Lender to Servicer.

ARTICLE VI TERMINATION OF SERVICING AGREEMENT

Section 6.1 Term of Agreement. The term of this Servicing Agreement shall begin on the Effective Date as set forth above and shall continue until the earlier of (i) collection and resolution of all of the Assets subject to this Servicing Agreement to Client's and Lender's satisfaction, (ii) termination of this Servicing Agreement under Section 5.2 or (iii) by mutual agreement of the parties hereto with the prior written consent of Lender.

Section 6.2 Effect of Termination; Transfer of Servicing. Upon termination of this Servicing Agreement, Servicer shall cooperate in the transfer of the Assets and all of Servicer's records (in either paper or electronic form) pertaining to the Assets to Lender or to a replacement servicer as designated by Lender. Any matters pending at the effective termination date will continue to be processed in an orderly and timely fashion; it being intended, however, that responsibility for the Assets shall transfer as quickly as practicable and in any event within thirty (30) days after the termination date. Upon termination of this Servicing Agreement, Client shall promptly remit payment of any unpaid Servicing Fees to Servicer (except that Client may offset any amounts due to Client and held by Servicer in breach of this Servicing Agreement).

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Amendment. This Servicing Agreement may only be amended by a written instrument executed by the parties hereto and consented to in writing by Lender. It is the intention of Client and Servicer that Lender is a third party beneficiary with respect to all of the covenants, obligations, agreements, representations and warranties of both Client and Servicer in this Servicing Agreement.

Section 7.2 Waivers. The provisions of this Servicing Agreement may only be waived by written consent of the party making the waiver and the prior written waiver of Lender. The failure of any party at any time to require performance by the others of any provision of this Servicing Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by any party of any breach of any provision of this Servicing Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

Section 7.3 Notices. Unless otherwise required or provided by this Servicing Agreement, all demands, notices, approvals and other communications hereunder (including Client's reporting obligations set forth herein) (individually and collectively, "Notices") shall be in writing and shall be served personally, delivered by facsimile or sent by a national overnight

delivery or courier company, or by United States registered or certified mail, postage prepaid return receipt requested, and addressed as set forth below. Any such Notices shall be deemed delivered upon delivery or refusal to accept delivery as indicated in writing by the person attempting to make personal service, on the United States Postal Service return receipt, or by similar written advice from the overnight delivery company; provided, however, that if any such Notice shall be sent by telecopier to the telecopier number, if any, set forth above, such Notice shall be deemed given at the time and on the date of machine transmittal (except if sent after 5:00 p.m. recipient's time, then the notice shall be given at 9:00 a.m. on the next Business Day) if the sending party receives a written send verification on its machine and sends a duplicate Notice on the same day or the next Business Day by personal service, registered or certified United States mail, or overnight delivery in the manner described above. Each party hereto shall make an ordinary, good faith effort to ensure that it will accept or receive Notices that are given in accordance with this Section 7.3, and that any person to be given Notice actually receives such Notice. Any party to whom Notices are to be sent pursuant to this Servicing Agreement may from time to time change its address and/or facsimile number for future communication hereunder by giving Notice in the manner prescribed herein to all other parties hereto

If to Client:

IFC Capital Funding I, LLC
8700 Waukegan Road, Suite 100
Morton Grove, IL 60053
Attention: Marc Langs
Telephone No.: 847.663.6504
Facsimile No.: 847.663.6701

With a Copy to:

IFC Credit Corporation
8700 Waukegan Road, Suite 100
Morton Grove, IL 60053
Attention: Legal Department
Telephone No.: 847.663.6700
Facsimile No.: 847.663.6701

And to:

Lender and Lender's counsel as more particularly provided in the Loan Agreement.

If to Servicer:

IFC Credit Corporation
8700 Waukegan Road, Suite 100
Morton Grove, IL 60053
Attention: Marc Langs
Telephone No.: 847.663.6504
Facsimile No.: 847.663.6701

With a Copy to:

IFC Credit Corporation
8700 Waukegan Road, Suite 100
Morton Grove, IL 60053
Attention: Legal Department
Telephone No.: 847.663.6700
Facsimile No.: 847.663.6701

And to:

Lender and Lender's counsel as more particularly provided in the Loan Agreement.

Such notice, request, consent, demand or other communication shall be deemed given when so delivered, or if mailed, two days after deposit with the U.S. Postal Service.

Section 7.4 Indemnity. Servicer agrees to indemnify, defend and hold Client and Lender harmless from and against any and all losses, damages, costs, claims, expenses (including reasonable attorneys fees) and liabilities to third parties growing out of or resulting from any breach of this Servicing Agreement by Servicer, any Event of Default caused by Servicer, or by reason of the gross negligence or willful misconduct of Servicer.

Section 7.5 Enforceability of Servicing Agreement. Should any one or more of the provisions of this Servicing Agreement be determined to be illegal or unenforceable, all other provisions shall remain effective and binding on the parties hereto.

Section 7.6 Rights Cumulative. All rights and remedies under this Servicing Agreement are cumulative, and none is intended to be exclusive of another. No delay or omission in insisting upon the strict observance or performance of any provision of this Servicing Agreement, or in exercising any right or remedy, shall be construed as a waiver or relinquishment of such provision, nor shall it impair such right or remedy.

Section 7.7 Powers of Attorney. Servicer is made Client's attorney-in-fact for the limited purpose of signing documents necessary to: (i) maintain perfection of any Liens and security interests, (ii) release a Lien upon full payment of any related Assets, (iii) endorse checks for deposit into the Collection Account, and/or (iv) bring, prosecute and dismiss suits and proceedings related to collection activities with respect to the Assets.

Section 7.8 Assignment and Binding Effect. This Servicing Agreement may be assigned only with the written consent of the parties hereto and the consent of Lender; however, in the event of an assignment, all provisions of this Servicing Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 7.9 Governing Law. This Servicing Agreement shall be deemed entered into with and shall be governed by and interpreted in accordance with the laws of the State of Illinois.

Section 7.10 Certificates and Instruments Held by Lender. Lender shall have custody of all certificates of title and similar instruments relating to Assets. If Servicer should need the certificate of title (or similar instrument) to any Asset to fulfill its obligations under the Servicing Agreement, Servicer shall send Lender a request for such release along with an explanation of the circumstances of the request. If such request is granted, Lender shall deliver the requested certificate or instrument to Servicer, who shall hold such certificate or instrument as bailee of Lender. Servicer covenants to return any such certificate or instrument (or any renewal or replacement thereof) to Lender upon completion of the task which required by use.

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SERVICING AGREEMENT

[Signature Page]

The undersigned have executed this Servicing Agreement as of the date first above written.

CLIENT:

SERVICER:

IFC Capital Funding I, LLC, an Illinois limited liability company

IFC CREDIT CORPORATION, an Illinois corporation

By: [Signature]
Name: Richard D. Trebek
Its: Manager

By: [Signature]
Name: Richard D. Trebek
Its: President