

EXHIBIT F

OMNIBUS AMENDMENT AGREEMENT

THIS OMNIBUS AMENDMENT AGREEMENT ("Agreement"), dated as of March 27, 2008, is entered into by and among CoACTIV CAPITAL PARTNERS LLC ("CoActiv"), IFC CREDIT CORPORATION ("IFC") and IFC Capital Funding I, LLC (the "SPE").

Background

A. CoActiv has previously purchased certain leases and assets related thereto from IFC, with IFC subsequently servicing such leases for CoActiv, pursuant to the provisions of a Sale and Assignment Agreement between CoActiv and IFC dated as of June 2007 (the "Sale/Assignment Agreement") and, collectively with all other agreements and instruments referenced therein or contemplated thereby, the "Sale/Assignment Documents").

B. CoActiv has also previously purchased certain leases and assets related thereto from IFC pursuant to the provisions of a Master Purchase Agreement between CoActiv and IFC dated as of November 13, 2007, as amended (the "Purchase Agreement"), with IFC subsequently servicing such leases for CoActiv pursuant to the terms of a Servicing Agreement between CoActiv and IFC dated as of November 13, 2007, as amended (the "Purchase Servicing Agreement") and, collectively with the Purchase Agreement and all other agreements and instruments referenced therein or contemplated thereby, the "Purchase Documents").

C. CoActiv has also previously established a loan facility involving CoActiv, IFC and the SPE pursuant to the provisions of a Loan Agreement (the "Loan Agreement") and Security Agreement (the "Security Agreement") between or among such parties, as applicable, each dated as of December 28, 2007, with IFC subsequently servicing the leases serving as collateral for such loan facility pursuant to the terms of a Servicing Agreement between CoActiv and IFC dated as of December 28, 2007 (the "SPE Servicing Agreement") and, collectively, with the Loan Agreement, the Security Agreement and all other agreements and instruments referenced therein or contemplated thereby, the "SPE Documents" and, together with the Sale/Assignment Documents and the Purchase Documents, the "Transaction Documents").

D. IFC and the SPE have breached various provisions of the Transaction Documents including, without limitation, by (i) failing to make payment of amounts payable to CoActiv under the Transaction Documents when due, and (ii) including incorrect or incomplete information in reports provided to CoActiv under the Transaction Documents (the "Existing Defaults").

E. IFC and the SPE continue to be in breach of the Transaction Documents as of the date hereof, including, without limitation, as a result of default in payment of certain amounts due to CoActiv and remaining unpaid under the Transaction Documents (the aggregate amount of such overdue amounts due to CoActiv, the "Deficiency Balance").

F. As a result of the foregoing, the parties hereto desire to amend certain provisions of the Transaction Documents, 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 legally bound hereby, the parties hereby agree as follows:

1. Forbearance Agreement.

(a) In consideration of the promises and covenants of the IFC Parties set forth herein and the IFC Parties' performance of the Payment Obligations and the Reporting Obligations, until the Forbearance Termination Date, CoActiv agrees to forbear from exercising its rights and remedies against the IFC Parties under this Amendment and the Transaction Documents. Capitalized terms used in this paragraph but not yet defined herein shall have the meanings hereinafter given to such terms.

(b) CoActiv may, immediately, without notice or demand, proceed to enforce any and all remedies available to it under the Transaction Documents and this Amendment, or under law or at equity, and CoActiv shall be entitled to take such lawful actions as it deems appropriate, upon the earlier to occur of (any of the following, the "Forbearance Termination Date"): (a) April 30, 2008, unless the Deficiency Balance is indefeasibly paid in full prior to or on such date; (b) any failure of the IFC Parties to perform the Payment Obligations or the Reporting Obligations as set forth herein; or (c) other than the Existing Defaults, the occurrence of any default under the Transaction Documents. The occurrence of the Forbearance Termination Date shall constitute a default under this Amendment and the Transaction Documents.

(c) The IFC Parties hereby acknowledge and agree that (i) the Existing Defaults exist under the terms of the Transaction Documents and such Existing Defaults will continue until cured by the IFC Parties or waived in writing by CoActiv, notwithstanding CoActiv's agreement to forbear as set forth herein, and (ii) CoActiv's agreement to forbear is not, and shall not be construed as, a waiver of the Existing Defaults or of any subsequent defaults under the Transaction Documents, and, except as specifically provided herein, CoActiv's agreement to forbear in no way impairs CoActiv's right to enforce its remedies for such Existing Defaults and subsequent defaults under the Transaction Documents.

(d) The provisions of this Section 1 shall not be effective against CoActiv until delivery by the IFC Parties of (i) documentation satisfactory to CoActiv related to the Center for Management loan, specifically including information necessary to determine whether such loan is recourse or non-recourse under and pursuant to the terms of the Sale/Assignment Documents, and (ii) a check or wire transfer in the amount of \$5,000.00 representing payment of CoActiv's legal fees incurred in connection with the Existing Defaults.

(e) CoActiv represents and warrants that, as of the date hereof, it has no actual knowledge that any actions or omissions to date by any officer or director of IFC or the SPE constitute criminal conduct.

2. Payment Obligations.

(a) IFC and the SPE (collectively, the "IFC Parties") shall be jointly and severally liable to pay in full to CoActiv, an amount equal to \$191,236.94, representing amounts

other than Deficiency Balance that are due and owing to CoActiv as of the date hereof, as follows:

(i) \$100,000 shall be wired to CoActiv on the date hereof per the regular CoActiv wire instructions under the Transaction Documents; and

(ii) \$91,236.94 shall be wired to CoActiv per the regular CoActiv wire instructions under the Transaction Documents on or before 1:00 pm (Eastern time) on March 28, 2008.

(b) The IFC Parties shall be jointly and severally liable to pay in full the Deficiency Balance to CoActiv over an approximately six (6) week period from the date hereof, with at least \$25,000.00 (or, if such payment represents the final installment of the Deficiency Balance, any lesser amount representing payment in full of the Deficiency Balance) of the Deficiency Balance being paid to CoActiv on or before Wednesday of each week, and with payment in full of the Deficiency Balance to CoActiv being due no later than Wednesday, April 30, 2008.

The obligations of the IFC Parties under this Section 2 are sometimes hereinafter referred to as the "Payment Obligations".

3. Deficiency Balance; Inspection/Audit; Adjustment.

(a) The IFC Parties represent and warrant to CoActiv that, after receipt by CoActiv on the date hereof of a payment in the amount of \$25,000 and giving effect thereto, the Deficiency Balance shall be an amount equal to \$377,625.86 (the "Represented Deficiency Amount").

(b) CoActiv shall have the right, but not the obligation, to conduct an inspection and audit in order to confirm the Represented Deficiency Amount (the "Inspection/Audit Rights"); provided, however, that CoActiv shall exercise the Inspection/Audit Rights no later than April 30, 2008 (the period ending on such date, the "Inspection Period").

(c) If CoActiv determines that the Deficiency Balance exceeds the Represented Deficiency Amount (such excess amount, the "Deficiency Balance Shortfall"), then CoActiv shall notify the IFC Parties in writing of such discrepancy (the "Deficiency Balance Discrepancy Notice"). The Deficiency Balance Discrepancy Notice shall set forth the amount of such discrepancy and, absent manifest error, the Deficiency Balance shall be increased by an amount equal to the amount by which the Deficiency Balance Shortfall exceeds the Represented Deficiency Amount. If CoActiv determines that the Deficiency Balance is less than the Represented Deficiency Amount, the Deficiency Balance shall be reduced by an amount equal to the amount by which the Represented Deficiency Amount exceeds the actual Deficiency Balance.

(d) If the IFC Parties close the term loan financing described in Section 8(a) hereof during the Inspection Period but prior to CoActiv's exercise of the Inspection/Audit Rights, the IFC Parties and the term loan lender shall agree, jointly and severally, to indemnify

and reimburse CoActiv, until the expiration of the Inspection Period, for any Deficiency Balance Shortfall that may be determined by CoActiv after its exercise of the Inspection/Audit Rights.

4. Reporting/Payments to CoActiv.

(a) Weekly Reports. IFC shall deliver weekly reports to CoActiv with respect to all collections and other events relating to the leases and other assets subject to the Transaction Documents and its performance of services as Servicer thereunder on or before 1:00 pm (Eastern time) on Wednesday of each week (the "Weekly Report Date"). Each weekly report will evidence all activity that occurred with respect to the leases and other assets subject to the Transaction Documents during the immediately preceding calendar week (the "Reported Week"). Such reports shall be in the format and contain the information set forth in the form of weekly report attached hereto as Exhibit A. All amounts payable with respect to the leases and other assets subject to the Transaction Documents with respect to the Reported Week (other than any amounts already deposited into the lockbox and lockbox account maintained by CoActiv as provided under the Transaction Documents) including, without limitation, all amounts paid by obligors or third parties under the leases and other assets subject to the Transaction Documents that are received by IFC, the SPE or any of their affiliates either directly or to any lockbox or lockbox account under their control during or prior to the Reported Week, shall be paid to CoActiv on or before each Weekly Report Date when such amounts are required to be reported in the weekly report due on such date.

(b) Monthly Reports. IFC shall deliver monthly reports to CoActiv with respect to all collections and other events relating to the leases and other assets subject to the Transaction Documents and its performance of services as Servicer thereunder on or before 1:00 pm (Eastern time) on the 15th day of each month (the "Monthly Report Date") commencing April 15, 2008. Each monthly report will evidence all activity that occurred with respect to the leases and other assets subject to the Transaction Documents during the immediately preceding calendar month (the "Reported Month"). Such reports shall be in the format and contain the information set forth in the form of monthly report attached hereto as Exhibit B. All amounts payable with respect to the leases and other assets subject to the Transaction Documents with respect to the Reported Month (other than any amounts already deposited into the lockbox and lockbox account maintained by CoActiv as provided under the Transaction Documents) including, without limitation, all amounts paid by obligors or third parties under the leases and other assets subject to the Transaction Documents that are received by IFC, the SPE or any of their affiliates either directly or to any lockbox or lockbox account under their control during or prior to the Reported Month, shall be paid to CoActiv on or before each Monthly Report Date when such amounts are required to be reported in the monthly report due on such date.

(c) Certifications. Each weekly report and monthly report delivered by IFC hereunder shall include a written certification, signed by each of Marc Langs and David Keenan (each, a "Certifying Officer") of IFC in their individual capacities, that (i) such report is complete, correct and accurately represents all amounts paid by obligors or third parties on the leases and other assets subject to the Transaction Documents during the reported period and (ii) all amounts received by IFC, the SPE or any of their affiliates with respect to the leases and other assets subject to the Transaction Documents for all periods through the end of the applicable

reporting period have been deposited by such entities into the lockbox and lockbox account maintained by CoActiv under the Transaction Documents.

The obligations of the IFC Parties and the Certifying Officers under this Section 4 are sometimes hereinafter referred to as the "Reporting Obligations".

5. **Guaranty of Rudolph Trebels.** Simultaneously with the execution and delivery of this Agreement, Rudolph Trebels shall execute and deliver to CoActiv a Guaranty Agreement in the form attached hereto as Exhibit C (the "Guaranty Agreement").

6. **Collateral.** By no later than Monday, March 31, 2008, the IFC Parties shall have taken all actions in order to grant CoActiv a perfected security interest in lease residual payments owned by either of the IFC Parties with respect to leases not subject to any of the Transaction Documents (the "Collateral"), as collateral security for performance of all of their obligations under this Agreement including, without limitation, by executing a Security Agreement reasonably acceptable to all parties hereto (the "Deficiency Collateral Security Agreement"), preparation and filing of Form UCC-1 financing statements approved by CoActiv for filing with the appropriate filing offices and, unless the same are currently in the possession of a senior lienor in connection with IFC's or the SPE's senior financing, delivery to CoActiv (or its custodian) of the originally executed lease agreements to which such residuals relate.

7. **Remedies for Breach.** In addition to any other remedies that CoActiv may have under the Transaction Documents, at law or in equity, in the event that either of the IFC Parties breaches any of its respective Payment Obligations or Reporting Obligations (including, without limitation, by failing to deliver accurate and complete reports pursuant to Sections 3(a) and 3(b) hereof), then CoActiv may terminate IFC as the Servicer of the leases and other assets subject to the Transaction Documents, terminate the Purchase Servicing Agreement and SPE Servicing Agreement and take all other actions permitted upon a transfer of servicing under the Transaction Documents, upon (a) giving written notice of such breach to IFC and (b) IFC failing to fully cure such breach within two (2) business days after receiving notice thereof from CoActiv.

8. **Release of Collateral.**

(a) Upon the Deficiency Balance Satisfaction Date, CoActiv agrees that: (i) both the Guaranty Agreement and the security interests granted to CoActiv pursuant to the Deficiency Collateral Security Agreement shall be terminated and of no further force and effect and (ii) CoActiv shall take any action reasonably required to terminate and release such security interests. Notwithstanding the foregoing, CoActiv acknowledges that the IFC Parties intend to pledge the Collateral as collateral security for certain term loan financing to be obtained by the IFC Parties (or either of them). Not later than three (3) business days after IFC's request therefor, CoActiv agrees to provide such term loan lender with a payoff letter, (i) setting forth the outstanding amount of the Deficiency Balance (the "Payoff Amount") as determined by CoActiv (which determination shall be conclusive and binding upon the IFC Parties, absent manifest error), (b) stating that, upon receipt by CoActiv of the Payoff Amount, (i) all security interests in the Collateral shall be released and terminated, with no further action required by any party, and (ii) the IFC Parties or such term loan lender shall be authorized to take such actions necessary to give effect to such release and termination of CoActiv's security interest in such Collateral, and

(c) to be drafted by, and in form and substance satisfactory to, CoActiv and/or its counsel; provided, contemporaneously with the payment of the Payoff Amount, CoActiv shall receive the certification referred to in Section 8(b)(ii) below.

(b) As used herein, "Deficiency Balance Satisfaction Date" shall mean the date upon which all of the following shall have been satisfied, as determined by CoActiv using reasonable discretion: (i) all amounts necessary to reduce the Deficiency Balance (excluding any other amounts that may become due and owing by IFC and/or the SPE to CoActiv prior to or after the date hereof) to zero shall have been indefeasibly paid in full to CoActiv, without setoff or defalcation; and (ii) the Certifying Officers, in their individual capacities, shall have delivered a certificate representing and warranting to CoActiv that the Deficiency Balance has been paid in full and satisfied.

9. **Effect on Transaction Documents; General Provisions.** Except as set forth in this Agreement, the terms and provisions of each of the Transaction Documents are hereby ratified and declared to be in full force and effect. This Agreement shall be governed by the provisions of the Transaction Documents, as amended by this Agreement, which provisions are incorporated herein by reference. This Agreement 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 following page]

EXHIBIT A
FORM OF WEEKLY REPORT

(SEE ATTACHED)

EXHIBIT B
FORM OF MONTHLY REPORT

(SEE ATTACHED)

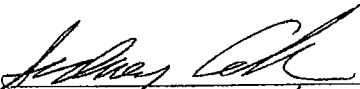
EXHIBIT C

FORM OF GUARANTY AGREEMENT

(SEE ATTACHED)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date set forth above.

CoACTIV CAPITAL PARTNERS LLC

By: 
Name: Sidney Cohen
Title: Ex VP & CEO

IFC CREDIT CORPORATION

By: _____
Name:
Title:

IFC CAPITAL FUNDING I, LLC

By: _____
Name:
Title: