Dear Customer: We've written this Equipment Rental Agreement (the "Rental") in simple and easy-to-read language because we want you to understand its terms. Please read this Rental carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the Renter indicated above. The we, us and our refer to the Renter indicated herein.

**Rental Agreement:** We agree to rent to you and you agree to rent from us the Equipment listed below (the "Equipment"). You promise to pay us the Rental Payments shown below according to the payment schedule below.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Equipment Model &amp; Description</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Equipment to be new unless otherwise noted: Used [ ] Reconditioned [ ]

Equipment Location (if different from Renter address above)

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>County</th>
<th>Zip Code</th>
<th>Renter Contact Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

**RENTAL TERM**

Transaction Terms: Rental Payment $______ (plus applicable taxes) Months Security Deposit $______

If checked, the first payment is due approximately 60 days after date of acceptance.

Your payments shown above may not include any applicable tax. If any taxes are due, you authorize us to pay the tax when it is due and agree to reimburse us by adding a charge to your Rental Payment. You authorize us to insert or correct missing or incorrect information on the Rental; we will send you notice of such changes. Payments will be applied first to past due balances, taxes, fees and late charges, and then to the current amount due.

You agree to all the terms and conditions shown above and the reverse side of this Rental, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement between you and us. Terms or oral promises which are not contained in this written Rental may be legally enforced. You also agree that the Equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Rental. Your obligations to make all Rental Payments for the entire term are not subject to set off, with holding or deduction for any reason whatsoever.

This Rental is not binding on us until we accept it by signing below. You authorize us to record a UCC-1 financing statement or similar instrument, and appoint us as your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the Equipment.

THIS RENTAL MAY NOT BE CANCELLED OR TERMINATED EARLY.

Renter: NorVerge, Inc.

By: X

Accepted on behalf of Renter on: Name (print)

Date/Title:

You agree that a facsimile copy of this Rental bearing signatures may be treated as an original.

Guaranty: In this guaranty, you mean the person(s) making the guaranty, and we, us and our refer to the Renter indicated above. You will unconditionally, jointly and severally guarantee that the Renter will make all payments and pay all the other charges required under this Rental and under any other agreement now or hereafter entered into between the Renter and us (the "agreements") when they are due and will perform all other obligations under the agreement(s) fully and promptly. You also agree that we may make other arrangements with the Renter and you will be responsible for those payments and other obligations.

We do not have to notify you if the Renter is in default. If the Renter defaults, you will immediately pay in accordance with the default provisions of this Rental all sums due under the terms of this Rental and you will perform all other obligations of Renter under this Rental. It is not necessary for us to proceed first against the Renter before enforcing this guaranty. You will reimburse us for all the expenses we incur in enforcing any of our rights against the Renter or you, including attorney fees. THE SAME STATE LAW AS THE RENTAL WILL GOVERN THIS GUARANTY.

YOU AGREE TO JURISDICTION AND VENUE AS STATED IN THE PARAGRAPH TITLED APPLICABLE LAW OF THE RENTAL.

Personal Guaranty:

By: X

Name (print)

Individually

Individually

NorVerge, Inc. (Renter)
RENTERTERM OF RENTAL: You agree to pay the amount specified in this Rental as the Rental Payment (plus any applicable taxes) when each payment is due. Your acceptance of the Equipment will be conditioned on your having executed and returning a signed (or written) copy of such acceptance. However, if you have not provided us with confirmation of acceptance or provided us with written notice of non-acceptance of the Equipment, in either case, within 18 days after delivery of the Equipment, you will be considered to have accepted the Equipment and to have authorized us to pay for the Equipment. The term of this Rental begins on a date designated by us in writing, and shall be for all of required documentation and acceptance by us ("Commencement Date") and continues for the period designated on the face of this Rental. The Rental Payments are payable in advance periodically as stated in or on any applicable Schedule and/or Rental Agreement. The Equipment is returned to us at the time stated (at least 1/20 of the Rental payment for each day from and including the Effective Date which shall be the date the Equipment is installed) until the day preceding the Commencement Date.

PAYMENT: You agree to pay the Rental Payment in full at the time of delivery of the Equipment and to pay any changes in the Equipment configuration, which may occur prior to our acceptance of this Rental. Restrictive or denying access to the Equipment may prevent you from using the Equipment as agreed unless you get our written permission in advance to move it. You agree to pay the costs incurred by us to verify your obligations to us. Whenever any Rental Payment or other payment is not made when due, you will pay us, in addition to the Rental Payment, a late charge of fifteen percent (15%) of the amount not paid for each thirty days (or any part thereof) after the due date. You will pay us interest at the rate of one percent (1%) per month on any amount past due until paid in full. You agree to pay any late charges as soon as they are due.

LOCATION AND OWNERSHIP OF EQUIPMENT: You will keep and use the Equipment only at the address stated in this Rental Agreement. You agree that you will not remove or take the Equipment away from the premises unless you get our written permission in advance to move it. You agree to pay the costs Incurred by us to verify your obligations to us. Whenever any Rental Payment or other payment is not made when due, you will pay us, in addition to the Rental Payment, a late charge of fifteen percent (15%) of the amount not paid for each thirty days (or any part thereof) after the due date. You will pay us interest at the rate of one percent (1%) per month on any amount past due until paid in full. You agree to pay any late charges as soon as they are due.

USE, MAINTENANCE AND INSTALLATION: You are responsible for protecting the Equipment from damage except for ordinary wear and tear and from any other kind of loss while you have the Equipment. If the Equipment is damaged or lost, you agree to continue to pay rent. You will not move the Equipment from the location specified in this Rental Agreement without our written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was designed, and not for any unauthorized use. You will keep the Equipment and all of its parts in good condition, in good repair, in good working order, and bear all expenses arising as a result of any delayed payment, but only to the extent permitted by law.

RELOCATION OF EQUIPMENT: RENEWAL: You will provide us with written notice, by certified mail, sent not less than 120 days prior to the expiration of the original or any renewal term of the Rental, or any renewal of the Equipment of your intention either to exercise any option to purchase all but not less than all of the Equipment for the Rental Payment, or to return the Equipment to us at the end of the Rental Term. If you elect to return the Equipment to us at the expiration of the original or any renewal term of the Rental, you agree to return the Equipment in accordance with the terms and conditions stated in the paragraph entitled "RETURN OF EQUIPMENT". If, at the end of the preceding term, we have not received written notice from you of your intention to purchase or return the Equipment, the Rental will automatically renew for succeeding one-year periods commencing at the expiration of the original Rental Term. If this Rental is renewed, the first renewal shall be for one year or less of the prior term, and any renewal thereafter shall be for one year or less. Any security deposit held by us shall continue to be held to secure your performance for the renewal term.

LOSS; DAMAGE; INSURANCE: You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risks of loss in an amount at least equal to the full replacement cost of the Equipment. You agree that if the Equipment is paid for in full, you will also carry public liability insurance with respect to the Equipment and the use thereof and name us as an additional insured. You will give us written proof of insurance before the Rental Term begins. You agree, in the event of any casualty or destruction of the Equipment and you will, at our option, (a) repair the Equipment to good condition and working order, (b) replace the Equipment with like Equipment in good repair, condition and working order, acceptable to us and transfer clear title to such replacement Equipment to us, such Equipment shall be subject to the Rental and be deemed the Equipment, or (c) pay to us the present value of the total amount of all unpaid Rental Payments for the full Rental term plus the estimated Fair Market Value of the Equipment at the end of the original scheduled Rental term, all discounted at six percent (6%) per year when make a payment equal to the Rental Payment, or any other amount received by us as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of your obligations. IF YOU DO NOT GIVE US PROOF OF PHYSICAL DAMAGE INSURANCE AND PHYSICAL DAMAGE INSURANCE AND CHARGE YOU A FEE FOR IT, ON WHICH WE MAY MAKE A PROFIT, OR WE MAY CHARGE YOU A MONTHLY CHARGE EQUAL TO 0.25% OF THE ORIGINAL EQUIPMENT COST. THIS ARRANGEMENT IS THEREFORE TO COVER OUR INCREASED INTERNAL OVERHEAD COSTS OF REQUESTING PROOF OF PHYSICAL DAMAGE INSURANCE FROM YOU.

ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBMIT THE EQUIPMENT TO ANY INDEBTEDNESS. YOU MAY NOT ASSIGN THIS RENTAL AGREEMENT TO ANYONE ELSE except with the written consent of us. If you assign the Equipment without our consent, we may, at our election, retake the Equipment and sell it, and you will be liable for the deficiency, if any, between the amount received and the Rental Obligations. The assignee will assume all your obligations hereunder and/or the Equipment without notifying you. The new owner will have the same rights that we have, but not our obligations. You agree you will not assign against the new owner any claims, defenses or set-offs that you may have against us.

TAXES AND FEES: You agree to pay when due all sales and use taxes, personal property taxes and all other taxes and charges, licenses and registration fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Rental or as billed by us. You agree to give us any estimated tax returns when requested by us. You agree to pay taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay us a late charge (as described in the paragraph Payments herein) on any such payments. You agree to pay the late charge on any amounts due us, whether such amounts are due under this Agreement or any other agreement between you and us, within 10 days after we have notified you of it, (c) become insolvent, you dissolve or are dissolved, you fail to pay your debts as they mature, you assign your assets for the benefit of your creditors, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (d) any guarantor of this Rental dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above.

LIABILITY: We are not responsible for any losses or injuries caused by the installation or use of the Equipment. We will not be liable for, nor will we defend against any claims for the losses or injuries caused by the Equipment.

DEFUALT: Each of the following is a "Default" under this Rental: (a) you fail to pay any Rental Payment or any other payment when due, and (b) you fail to perform any of your other obligations under this Rental or any other agreement with us, or (c) you have been convicted of a violation of any federal, state, or local law, regulations, ordinance, or code, within 10 days after we have notified you of it, (c) become insolvent, you dissolve or are dissolved, you fail to pay your debts as they mature, you assign your assets for the benefit of your creditors, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (d) any guarantor of this Rental dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above.

REMITTER: If a Default occurs, we may do or more of the following: (a) cancel or terminate this Rental, (b) stop all Equipment delivery or use, or (c) make such repairs to the Equipment as are necessary to cure any Default. In addition to any other rights we may have, if we cure any Default in accordance with this Section, you shall be liable to us for all costs which we incur in connection with any Default, including but not limited to, attorney's fees, court costs and the cost of any Default repairs. You also agree to pay us for any filing and releasing fees prescribed by the Uniform Commercial Code or other law including filing or other fees incurred by us.

Rental: Please initial if submitting via facsimile.
## Equipment Rental Agreement

**Rental Number:** 22128501

<table>
<thead>
<tr>
<th>Renter (Full Legal Name)</th>
<th>Aliano Brothers General Contractors, Inc.</th>
</tr>
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<table>
<thead>
<tr>
<th>Address</th>
<th>560 Bowd St 3rd Floor</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>Newark</th>
<th>State</th>
<th>NJ</th>
<th>County</th>
<th>Essex</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zip Code</td>
<td>07102</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Telephone Number | 973-242-7500 |

<table>
<thead>
<tr>
<th>City</th>
<th>Newark</th>
<th>State</th>
<th>NJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number</td>
<td>973-242-7500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Dear Customer:** We've written this Equipment Rental Agreement (the "Rental") in simple and easy-to-read language because we want you to understand its terms. Please read this Rental carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the Renter indicated above. The we, us, and our refer to the Renter indicated herein.

**Rental Agreement:** We agree to rent to you and you agree to rent from us the Equipment listed below (the "Equipment"). You promise to pay us the Rental Payments shown below according to the payment schedule below.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Equipment Model &amp; Description</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MATRIX™ 2003 (4 cards)</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>400 phones sets</td>
<td></td>
</tr>
</tbody>
</table>

**Equipment Location (if different from Renter address above):**

<table>
<thead>
<tr>
<th>City</th>
<th>Newark</th>
<th>State</th>
<th>NJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number</td>
<td>973-242-7500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Quantity with Equipment Location:**

<table>
<thead>
<tr>
<th>City</th>
<th>Newark</th>
<th>State</th>
<th>NJ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number</td>
<td>973-242-7500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Transaction Terms:** Rental Payment $1,813.91 (plus applicable taxes) Security Deposit $9

**RENTAL TERM:** 80 Months

**Transaction Terms:**

- Rental Payment: $1,813.91 (plus applicable taxes)
- Security Deposit: $9

**RENTAL TERM:** 80 Months

Your payments shown above may not include any applicable tax. If any taxes are due, you authorize us to pay the tax when it is due and agree to reimburse us by adding a charge to your Rental Payment. You authorize us to insert or correct missing or incorrect information on the Rental, we will send you notice of such changes. Payments will be applied first to past due balances, taxes, fees and late charges, and then to the current amount due.

You agree to all the terms and conditions shown above and the reverse side of this Rental, that those terms and conditions are a complete and exclusive statement of our agreement and that they may be modified only by written agreement between you and us. Terms or oral promises which are not contained in this written Rental may not be legally enforced. You also agree that the Equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Rental. Your obligations to make all Rental Payments for the entire term are not subject to set off, with holding or deduction for any reason whatsoever.

This Rental is not binding on us until we accept it by signing below. You authorize us to record a UCC-1 financing statement or similar instrument, and appoint us as your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the Equipment.

**THIS RENTAL MAY NOT BE CANCELLED OR TERMINATED EARLY.**

**Rental:** NorVergence

**By:**

**Accepted on behalf of Renter on:**

**Name (print):** Michael Alano Jr.

**Date/Title:** 4-15-09/TPS.

You agree that a facsimile copy of this Rental bearing signatures may be treated as an original.

**Guaranty:** In this guaranty, you mean the person(s) making the guaranty, and we, us and our refer to the Renter indicated above. You will unconditionally, jointly and severally guarantee that the Renter will make all payments and pay all other charges required under this Rental and under any other agreement now or hereafter entered into between the Renter and us (the "agreement(s)" when they are due and will perform all other obligations under the agreement(s) fully and promptly. You also agree that we may make other arrangements with the Renter and you will still be responsible for those payment and other obligations.

We do not have to notify you if the Renter is in default. If the Renter defaults, you will immediately pay in accordance with the default provisions of this Rental all sums due under the terms of this Rental and you will perform all other obligations of Renter under this Rental. It is not necessary for us to proceed first against the Renter before enforcing this guaranty. You will reimburse us for all the expenses we incur in enforcing and of our rights against the Renter or you, including attorney fees. THE SAME STATE LAWS AS THE RENTAL WILL GOVERN THIS GUARANTY. YOU AGREE TO JURISDICTION AND VENUE AS STATED IN THE PARAGRAPH TITLED APPLICABLE LAW OF THE RENTAL.

**Personal Guaranty:**

**By:**

**Name (print):** Michael Alano Jr.

**11-28-2003**
Equipment Rental (continued)

RENTAL OF TERRAIN: You agree to pay us the amount specified in this Rental as the Rental Payment for the Equipment you have chosen to rent (as determined by your selection of the Equipment and the number of hours or days during which you wish to rent the Equipment) at the time you enter into this agreement. You agree to pay the amount of the Rental Payment in full, and any other amounts due to us, by the due date specified in this agreement. You acknowledge that the amount specified in this agreement is the total amount due to us for your rental of the Equipment and that any agreed-upon contract amount includes any and all other fees or charges that you agree to pay us in connection with your rental of the Equipment.

PAYMENT: We reserve the right to change the Rental Payment from time to time, and we may change the amount of the Rental Payment at any time during the term of your rental agreement with us. Any changes in the Rental Payment will be based on the rental period and the Equipment rental rates in effect at the time of the change. You agree to pay the new Rental Payment amount, as specified in this agreement.

LOCATION AND OWNERSHIP OF EQUIPMENT: You keep and use the Equipment only as directed by the Equipment location address. You agree that the Equipment will not be removed from your property without consent from your owner, and the owner will not enter your property to remove the Equipment.

USE, MAINTENANCE AND INSTALLATION: It is your responsibility to protect the Equipment from damage, as well as to maintain and repair the Equipment in good condition. You agree to follow any installation procedures, as specified in the Equipment manual, to ensure that the Equipment is properly installed and maintained. You agree to promptly notify us in writing of any unauthorized use of the Equipment and the 

REDELIVERY OF EQUIPMENT: RENTAL: Your contract with us, or any part of your rental agreement, shall be null and void if you fail to return all of the Equipment to us in the same condition as you received it, except for normal wear and tear.

LOSS; DAMAGE; INSURANCE: You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured for the full value of the Equipment or for all of the Equipment. You agree to promptly notify us in writing of any unauthorized use of the Equipment and the 

ASSIGNMENT: You may not sell, pledge, transfer, assign, or otherwise dispose of all or any part of your rental agreement or the Equipment without our prior written consent. You agree to pay for all services and charges associated with the rental agreement and to pay all of the charges due under this agreement.

TAXES AND FEES: You agree to pay all sales and use taxes, personal property taxes, and all other taxes that may be applicable to this rental agreement.

LIABILITY: We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to indemnify and hold us harmless from any and all claims, losses, or injuries caused by the Equipment.

DEFAULT: Each of the following is a "Default" under this Rental: (a) you fail to pay any Rental Payment or any other amount due to us; (b) you breach any terms of this agreement with us; or (c) you fail to comply with any of our instructions, policies, or procedures. In the event of a Default, we may take any actions we deem necessary to remedy the Default.

REMINDS: If any term of this agreement is a Default, you agree to pay us, as compensation for the loss of interest and other amounts due to us, the full amount of the Rental Payment and any other amount due to us, in addition to any other damages incurred by us as a result of such Default. You agree to pay us, as compensation for the loss of interest and other amounts due to us, the full amount of the Rental Payment and any other amount due to us, in addition to any other damages incurred by us as a result of such Default.

SECURITY DEPOSIT: We reserve the right to charge you for any costs of removing the Equipment or for any costs associated with the rental agreement. You agree to pay all of these costs and any amounts due to us in connection with your rental agreement. You agree that any security deposit you pay to us in connection with your rental agreement shall be returned to you only if you (a) return the Equipment in the same condition as when you received it and (b) pay all amounts due to us.

RETURN OF EQUIPMENT: If you fail to return all of the Equipment or if you fail to pay all amounts due to us, you agree to return the Equipment to us in the same condition as when you received it.

ARTICLE 3A STATEMENT: YOU AGREE THAT IF ARTICLE 3A OF THE UNIFORM COMMERCIAL CODE IS APPLIED TO THIS RENTAL, THEN THE RENTAL WILL NOT BE CONSIDERED A LEASE OF THE EQUIPMENT.

FINANCE LEASE THEREUNDER; YOU WAIVE YOUR RIGHTS AND REMEDIES UNDER ARTICLE 3A OF THE UNIFORM COMMERCIAL CODE.

APPLICABLE LAW: You understand and agree that the Equipment is purchased for cash or it may be rented. By signing this rental agreement, you understand that we are required to provide you with a copy of the rental agreement and any other information required by law.

OTHER CONDITIONS: You understand and agree that:

YOUR DUTY TO MAKE THE RENTAL PAYMENTS IS UNCONDITIONAL DESPITE EQUIPMENT LOSS, DAMAGE, OR DESTRUCTION: The Equipment is insured for the full value of the Equipment or for all of the Equipment. You agree to pay for all services and charges associated with the rental agreement and to pay all of the charges due under this agreement.

ASSIGNMENT: You may not sell, pledge, transfer, assign, or otherwise dispose of all or any part of your rental agreement or the Equipment without our prior written consent.

TAXES AND FEES: You agree to pay all sales and use taxes, personal property taxes, and all other taxes that may be applicable to this rental agreement.

LIABILITY: We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to indemnify and hold us harmless from any and all claims, losses, or injuries caused by the Equipment.

DEFAULT: Each of the following is a "Default" under this Rental: (a) you fail to pay any Rental Payment or any other amount due to us; (b) you breach any terms of this agreement with us; or (c) you fail to comply with any of our instructions, policies, or procedures. In the event of a Default, we may take any actions we deem necessary to remedy the Default.

REMINDS: If any term of this agreement is a Default, you agree to pay us, as compensation for the loss of interest and other amounts due to us, the full amount of the Rental Payment and any other amount due to us, in addition to any other damages incurred by us as a result of such Default. You agree to pay us, as compensation for the loss of interest and other amounts due to us, the full amount of the Rental Payment and any other amount due to us, in addition to any other damages incurred by us as a result of such Default.

SECURITY DEPOSIT: We reserve the right to charge you for any costs of removing the Equipment or for any costs associated with the rental agreement. You agree to pay all of these costs and any amounts due to us in connection with your rental agreement. You agree that any security deposit you pay to us in connection with your rental agreement shall be returned to you only if you (a) return the Equipment in the same condition as when you received it and (b) pay all amounts due to us.

RETURN OF EQUIPMENT: If you fail to return all of the Equipment or if you fail to pay all amounts due to us, you agree to return the Equipment to us in the same condition as when you received it.

ARTICLE 3A STATEMENT: YOU AGREE THAT IF ARTICLE 3A OF THE UNIFORM COMMERCIAL CODE IS APPLIED TO THIS RENTAL, THEN THE RENTAL WILL NOT BE CONSIDERED A LEASE OF THE EQUIPMENT.

FINANCE LEASE THEREUNDER; YOU WAIVE YOUR RIGHTS AND REMEDIES UNDER ARTICLE 3A OF THE UNIFORM COMMERCIAL CODE.

APPLICABLE LAW: You understand that the Equipment is purchased for cash or it may be rented. By signing this rental agreement, you understand that we are required to provide you with a copy of the rental agreement and any other information required by law.
Delivery and Acceptance Certificate

The undersigned certifies that it has received and accepted all the Equipment described in the Equipment Rental Agreement between NorVergence, Inc. (Rentor), and the undersigned ________________________ (Rentee) dated _______________. The Equipment conforms with our requirements. There are no side agreements or cancellation clauses given outside the Equipment Rental Agreement.

I have reviewed and I understand all of the terms and conditions of the Equipment Rental Agreement. I AGREE THAT THE RENTAL PAYMENT UNDER THE EQUIPMENT RENTAL AGREEMENT WILL BEGIN 60 DAYS FROM THE DATE OF THIS DELIVERY AND ACCEPTANCE CERTIFICATE AND SHALL CONTINUE THEREAFTER FOR THE FULL LENGTH OF THE STATED INITIAL TERM OF THE EQUIPMENT RENTAL AGREEMENT AND IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. I was not induced to sign this by any assurances of the Rentor or anyone else. I have had a reasonable opportunity to inspect the goods.

Rentee: __________________________________________

Date: __________________________________________

By : __________________________________________

(Print Name)

X __________________________________________

(Signature)

Title: __________________________________________

Serial # _________________________________________
Delivery and Acceptance Certificate

The undersigned certifies that it has received and accepted all the Equipment described in the Equipment Rental Agreement between NorVergence, Inc. (Renter), and the undersigned ALIANO BROTHERS GENERAL CONTRACTORS, INC. (Renter) dated 04/15/04. The Equipment conforms with our requirements. There are no side agreements or cancellation clauses given outside the Equipment Rental Agreement.

I have reviewed and I understand all of the terms and conditions of the Equipment Rental Agreement. I AGREE THAT THE RENTAL PAYMENT UNDER THE EQUIPMENT RENTAL AGREEMENT WILL BEGIN 60 DAYS FROM THE DATE OF THIS DELIVERY AND ACCEPTANCE CERTIFICATE AND SHALL CONTINUE THEREAFTER FOR THE FULL LENGTH OF THE STATED INITIAL TERM OF THE EQUIPMENT RENTAL AGREEMENT AND IN ACCORDANCE WITH ITS TERMS AND CONDITIONS. I was not induced to sign this by any assurances of the Renter or anyone else. I have had a reasonable opportunity to inspect the goods.

A FACSIMILE OF THIS SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE MAY BE DEEMED THE ORIGINAL COPY BY RENTER.

Renter: ALIANO BROTHERS GENERAL CONTRACTORS, INC.

Date: 5.06.04

By: Michael Alimno Jr

(Print Name)

(Signature)

Title: 

Serial #: CFG0047232
OPENING PAPERWORK
**MATRIX™ T1 Non-Binding Hardware Application**

**THIS IS A NON-BINDING APPLICATION TO RESERVE "VOICE AS UNLIMITED DATA" HIGH SPEED T-1 ACCESS HARDWARE ON THE TERMS BELOW UNTIL FINAL CREDIT AND ENGINEERING APPROVAL**

This Reservation is effective, when accompanied by an Authorized Credit Application and an Equipment Rental Agreement. The Equipment Rental Agreement is non-binding until your application is approved for the MATRIX™ Hardware Solution, the system is mounted in your phone closet, and a "Delivery and Acceptance Receipt" is submitted. If approval is granted, and all parties agree to move forward, we will fulfill our immediate Savings Guarantee to you by issuing a monthly payment for the cost reduction amount in your Proposal while waiting for the Phone System Vendor to connect all access facilities.

<table>
<thead>
<tr>
<th>Site Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Applicant Company Name:</strong></td>
</tr>
<tr>
<td><strong>Contact:</strong></td>
</tr>
<tr>
<td><strong>Floor(s)/ Closet(s) name:</strong></td>
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If approved and mutual consent is given NorVergence will perform the following work:

- NorVergence will provide and mount the quoted MATRIX™ Equipment Hardware "Voice as Unlimited Data" High Speed Access Solution.
- NorVergence will install the MATRIX™ Solution at each location and have your PRI vendor connect thereto at NorVergence cost.

If approved and mutual consent is given Customer agrees to:

- Allow access for the MATRIX™ device(s) to be mounted in the phone closet.
- Provide Power and a Router with the NAT Feature to utilize the Internet Access capabilities of the MATRIX™.
- Rent the Matrix™ T1 Solution on the Terms & Conditions of the Equipment Rental Agreement.

If approved and mutual consent is given NorVergence agrees to:

- Submit for Approval an Equipment Rental Agreement for ____ (qty) MATRIX™ Hardware Solutions @ $ ____/month, 60 month term rental.
  (Including Card Capacity for ____ outbound lines and high speed internet access).

**FIVE YEAR WARRANTY & ADDITIONAL TERMS & CONDITIONS:** The Manufacturer warrants that hardware supplied under this order shall be free from defects in materials and workmanship and will conform to applicable specifications and drawings. The Manufacturer's liability herein, whether based upon breach of warranty or contract or negligence in manufacture, shall be limited to replacement or repair at the Manufacturer's election of all such defective or nonconforming items, provided that this warranty shall apply only where Customer has given manufacturer written notice of such defects or nonconformity within the warranty period. For comprehensive Equipment Terms and Conditions included by this reference, please visit our web site at www.NorVergence.com.

**Applicant Authorization**

The parties noted below, as duly authorized representative of their respective companies, hereby approve the above hardware to be provided on the terms above subject to write-up customer confirmation of MATRIX™ Solution mounting and receipt of any savings checks due. This application is further conditioned upon Credit Approvals, Engineering Review and final consent of all parties to move forward.

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<tr>
<th>Name (please print)</th>
<th>Signature</th>
<th>Date</th>
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<tbody>
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<td>Applicant:</td>
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**NorVergence Authorization**

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<td>F type:</td>
<td>Employee Title:</td>
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NBHA 12-18-02
# MATRIX™ T1 Non-Binding Services Application

This is a NON-BINDING APPLICATION TO RESERVE "VOICE as Unlimited Data™*, HIGH SPEED T-1 ACCESS FACILITIES AND CELLULAR HANDSETS SUBJECT TO THE TERMS BELOW, FINAL CREDIT AND ENGINEERING APPROVAL.

This Services Application is non-binding until you are approved for the "Voice as Unlimited Data™* services herein and all parties agree to move forward. Access Facilities will then be connected and installation confirmed.

### Site Information

<table>
<thead>
<tr>
<th>Applicant Company Name</th>
<th>Address</th>
<th>Voice as Unlimited Data™* Multi-Access Request</th>
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<tbody>
<tr>
<td></td>
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<td>T-1</td>
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<tr>
<td></td>
<td></td>
<td>Unlimited Domestic Toll Free</td>
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<td>Fraud Protection Technology</td>
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<tr>
<td>Contact</td>
<td>Phone #:</td>
<td>Order Date:</td>
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<tr>
<td>Floor(s)/Close(s) Name</td>
<td>Department(s):</td>
<td>Screener’s Rating (for office use only):</td>
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<td>Screening Mgr:</td>
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If approved and mutual consent is given, the following services will be performed:

- NorVerge will coordinate Carrier Neutral provisioning of your High Speed "Voice as Unlimited Data™* T1 Access Facilities.
- NorVerge will arrange for delivery of "Voice as Unlimited Data™* High Speed T-1 Circuit(s) through your Local Service Provider to your premises.
- NorVerge will program and provide Cellular "Voice as Unlimited Data™* handsets (as applicable) for toll free and surcharge free Cellular calling.
- NorVerge will coordinate the transfer of your Toll Free Number(s) to Unlimited Domestic Calling without per Minute Charges, if applicable.
- NorVerge will contact your onboard lines to Unlimited Outbound Domestic Toll Free Calling without per Minute Charges, Fees, or Surcharges.
- NorVerge will have Fraud Protection Technology (FPT) activated on all MATRIX™ Outbound Lines and Cellular phones Removing Toll Fraud and Hacker Liability.
- NorVerge will provide one additional Unlimited Domestic Calling Outbound Line (above those listed below) subject to your PBX Capacity.
- NorVerge will coordinate the National Conversion Assistance Program to provide for a smooth transition to new Cellular numbers, if applicable.

If approved and mutual consent is given, Applicant agrees to:

- Authorize NorVerge to submit this Application for Credit and Engineering Acceptance.
- Save and Hold NorVerge harmless if Credit or Engineering Approval is Not Granted for the Solution.
- Purchase the access services on the terms below and allow Local Service Provider installation.
- Within 30 days of Matrix mounting, applicant will expediently allow the Local Service Provider and PBX Technician access to connect all facilities.

If approved and mutual consent is given, NorVerge agrees to:

- Coordinate & Enable Carrier Neutral "Voice as Unlimited Data™* with T-1, Internet Access, for $ _______ per month for a 60 month term.
- Coordinate & Enable Unlimited Cellular Access for $ _______ per month on a 60 month term for Cellular Handsets (if applicable)
- Coordinate & Enable Unlimited Toll Free Domestic Calling for $ _______ per month on a 60 month term for Toll Free Numbers (if applicable)
- Coordinate & Enable Free Unlimited Domestic U.S. Calling for Outbound Lines* attached to your Phone System
- Coordinate & Enable one new State of the Art Tri-Mode Cellular Headset per Cellular access number every 12 months as requested by customer.

- [ ] Carrier Neutral Unlimited Cellular Service:
- [ ] (Qty) Phone sets/Phone Numbers
- [ ] National Conversion Assistance Program Request Attached
- [ ] Unlimited Domestic Toll Free Service - Two Numbers Per Matrix Box Maximum

**WARRANTY & ADDITIONAL TERMS and GUARANTEES of SERVICE:** After approval, as long as Customer Applicant remains in good credit standing, this Agreement authorizes the Service Provider Carrier to guarantee pricing, service assurance and circuit continuity on all T-1 installed & Cellular phones programmed. Additionally, throughout the term, the customer may request a change in Cellular Providers, subject to availability at the time of their request. In order to guarantee the customer savings outlined in your proposal, customer agrees that NorVerge may enhance or modify underlying carriers and hardware at any time during the term at NorVerge.com. All International & Directory Assistance calls are billed separately. Cell phones DO NOT include direct dial international Calling capability. For comprehensive Terms and Conditions included herein by reference, please visit our website at www.NorVerge.com.

### Applicant Authorization

The parties noted below, as duly authorized representatives of their respective companies, hereby approve the above services to be provided and purchased, and agree to the terms herein subject to customer written confirmation of Matrix™ Solution Mounting. This application is further conditioned upon Credit Approval, Engineering Review, and final consent of all parties to move forward prior to System Mounting.

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NBSA 6/23/03

PX 29, p. 58
EQUIPMENT RENTAL (continued)

RENTAL OF RENTAL: You agree to pay the amount specified in this Rental as the RENTAL PAYMENT (after any applicable taxes) when each payment is due. Your acceptance of the Equipment will be construed as you accepting and irrevocably substituting the terms of this rental for your contract (written or verbal) of each so accepted. However, if you have not provided us with written acceptance of this rental, then you will be deemed to have accepted and irrevocably substituted the terms of this rental for your contracts. The terms of this rental are final and no alteration can be made after the expiration of the rental agreement. The rental agreement is irrevocable and may not be terminated at any time by either party.


LOCATION AND OWNERSHIP OF EQUIPMENT: You will keep and use the Equipment only as the Equipment is currently available. You agree that the Equipment will not be removed from the premises unless you give us written permission in advance to store it. You agree to pay the costs incurred by us in the installation or removal of the Equipment. You agree to store the Equipment in a safe and secure location. You agree to maintain the Equipment in good condition and use it only for the purpose for which it was intended. You agree to use the Equipment in a safe and secure manner. You agree to indemnify us against any loss or damage to the Equipment.

ARBITRATION OF DISPUTES: You agree that all disputes arising out of or relating to this Agreement will be submitted to arbitration in accordance with the rules of the American Arbitration Association. The arbitration will be held in the State of New York. You agree to pay all fees and costs of arbitration. You agree to waive any right to jury trial and to binding arbitration as the exclusive remedy for any disputes.

SECURITY DEPOSITS: You will receive a written statement of receipts for your performance of your obligations. You agree to use the security deposit as payment for the payment of your obligations under the terms of this rental agreement. You agree to return the security deposit to you upon the return of the Equipment in good condition.

ARBITRATION OF DISPUTES: Any disputes arising out of or relating to this Agreement will be submitted to arbitration in accordance with the rules of the American Arbitration Association. The arbitration will be held in the State of New York. You agree to pay all fees and costs of arbitration. You agree to waive any right to jury trial and to binding arbitration as the exclusive remedy for any disputes.

ADDITIONAL SERVICES: You agree to provide copies of your billing or payment history for other information or services with respect to your rental, please contact us. You will be charged for all reasonable fees for these services.

OTHER CONDITIONS: You understand and agree that:

YOU ARE NOT A SUBSTITUTE TANK OR SUBSTANTIAL OF ANY OTHER RENTAL: You have no right to assign, transfer, or sublet the Equipment or any part of it. You are not responsible for any losses or damages to the Equipment or any part of it.

TENANT'S RENTAL PERIOD: Your rental period shall be for the period of time specified in this Agreement. You agree to return the Equipment to us in good working order and condition at the end of your rental period.

ASSIGNMENT: You agree to assign any interest in the Equipment to any party of your choosing.

LAWS: You agree to abide by all laws and regulations that pertain to the use of the Equipment. You agree to use the Equipment only for the purpose for which it was intended.

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TO: NorVergence, Inc.
550 Broad Street
Third Floor
Newark, NJ 07102

**Accurate Bill Receipt and Proposal Request**

Please accept our company's request for a savings proposal. We understand that our request for and your engineering department's decision to create a savings proposal does not connote approval for service and that both parties are under no obligation. We hereby certify that the local, long distance, cellular and internet access bills attached hereto are a typical representation of our company's monthly telecommunications expense.

Additionally, it has been explained to us that we are allowed to submit our telecommunications bills only one time per location. So, we hereby authorize you to use the attached bills as the accurate basis for calculating the actual savings we will receive if we are approved for the unlimited calling facilities.

We understand that our misrepresentation of these costs is cause for denial of our application.

*Note: for wireless service to be incorporated in the proposal you must submit two (2) consecutive months of the most current summary pages of your cellular phone bills, for each cell number you wish to include, demonstrating established service.*

________________________________________  __________________________________________
Authorized Decision Maker            NorVergence Screening Manager

Print Name

Title