

name on the charge slips⁷. Salzano incurred the TJS AMEX Charges on account of expenditures that were entirely unrelated to the Debtor's business.

138. Debtor transferred \$268,795.84 to the AMEX Account between January 13, 2003 and April 20, 2004 (the "TJS AMEX Payments" and together with the TNS AMEX Payments, the "AMEX Payments") in order to pay for the TJS AMEX Charges made on Salzano's behalf, as detailed in **Exhibit "F,"** attached hereto.

139. Furthermore, upon information and belief, during the same timeframe, Salzano made charges in an unliquidated amount to various other credit cards, including but not limited to a Capital One Visa card, a Discover card, and a First Premier Bank MasterCard, maintained by the Debtor. These charges were on account of expenditures that were entirely unrelated to the Debtor's business (the "Other Charges").

B. Payment of Defendant, Thomas N. Salzano's Personal Living Expenses

140. Based on Debtor's books and records and upon information and belief, between July 2, 2002, and June 25, 2004, Salzano caused Debtor to make rent payments, totaling at least \$415,273.65, for several apartment units he was maintaining for himself and/or his companions (the "Apartment Charges"). The Apartment Charges were on account of expenditures that were entirely unrelated to Debtor's business.

141. Debtor transferred \$415,273.65 to the apartment landlords⁸ between July 2, 2002 and June 25, 2004 (the "Apartment Payments") in order to pay for the Apartment Charges on Salzano's behalf, as detailed in **Exhibit "G,"** attached hereto.

142. In addition, based on Debtor's books and records and upon information and belief, between April 25, 2003 and April 22, 2004, Salzano caused Debtor to make car payments, totaling at least \$20,827.76, for a BMW car he was using (the "BMW Payments"), as detailed in

⁷ See note 6 on p. 35, *supra*.

⁸ Upon information and belief, Defendant, Thomas N. Salzano rented apartments from the following landlords: Tower America Management Corp., LLC; Tower America Urban Renewal Co.; Tower East Urban Renewal Company; Tower Urban East Renewal

"**Exhibit H**," attached hereto. Upon information and belief, a portion of the BMW Payments were on account of expenditures that were entirely unrelated to Debtor's business.

143. Furthermore, based on Debtor's books and records and upon information and belief, between July 18, 2003 and March 8, 2004, Salzano caused Debtor to make car insurance payments, totaling at least \$1,577.28 (the "Car Insurance Payments"), as detailed in **Exhibit "I**," attached hereto. Upon information and belief, the Car Insurance Payments were on account of expenditures that were entirely unrelated to Debtor's business.

144. Finally, upon information and belief, during the same timeframe, Defendant, Thomas N. Salzano caused Debtor to make payments in an unliquidated amount, on behalf of various other personal living expenses incurred by the Debtor (the "Other Expenses"). These Other Expenses were entirely unrelated to the Debtor's business.

C. Payments to Defendant, Thomas N. Salzano Through Data Solutions

145. Based on Debtor's books and records and upon information and belief, between January 29, 2002 and June 30, 2004, Salzano caused Debtor to make payments totaling \$515,154.82 to his affiliated company, Data Solutions, in order to pay in part for consulting services, but also, upon information and belief, to pay for personal expenses that were entirely unrelated to Debtor's business, as detailed in **Exhibit "J**," attached hereto.

146. In addition, upon information and belief, based on assertions by counsel to Thomas John Salzano, on or about July 1, 2003, Salzano funneled \$61,200.00 of Debtor's money through Data Solutions to himself in order to "gift" the money to his son, Thomas John Salzano, for the purchase of his son's personal residence located in Glen Ridge, New Jersey. On or about July 29, 2003, Salzano, funneled an additional \$140,000.00 of Debtor's money through Data Solutions in order to "gift" the money to his son for the purchase of his son's personal residence⁹.

⁹ As to the allegations contained in this paragraph, see note 6 at p. 35, supra.

All of the above-described payments that Salzano funneled through Data Solutions for his own benefit total at least \$716,354.82 (the "Data Solutions Payments").

D. Payments to Defendant, William Jean Charles and Defendant, Thomas N. Salzano Through William Jean Charles

147. Based on Debtor's books and records and upon information and belief, between January 1, 2002 and May 24, 2004, Salzano caused Debtor to pay salary, as well as automobile, travel and other expenses, to William Jean Charles (the "Jean Charles Payments"). The Jean Charles Payments were entirely unrelated to Debtor's business.

148. In his own words, William Jean Charles, was only a "partial" employee of the Debtor who received mileage reimbursement, as well as approximately \$400 per month in compensation from the Debtor to cover his healthcare insurance and parking benefits.

149. Despite William Jean Charles' claims, however, Debtor transferred at least \$273,541.00 to him between January 1, 2002 and May 24, 2004, as detailed in **Exhibit "K"**, attached hereto.

150. Based upon information and belief, William Jean Charles would keep some of the Jean Charles Payments for his own personal benefit and remit a portion of the payments to Salzano for his own personal benefit.

E. Totals

151. The total amount of funds transferred to or for the benefit of the Salzano during the Debtor's two-year existence was \$2,508,281.69, plus other amounts not yet quantified. The total amount of funds transferred to or for the benefit of William Jean Charles during the same timeframe was \$273,541.00, plus other amounts not yet quantified.

FOURTH COUNT
(Fraudulent Transfer Under 11 U.S.C. §§ 548 and 550
As Against Salzano and William Jean Charles)

152. The Trustee repeats and re-alleges the allegations contained in all of the foregoing paragraphs as if fully set forth herein.

153. By way of the AMEX Payments, the Apartment Payments, the BMW Payments, the Car Insurance Payments, the Data Solutions Payments and the Jean Charles Payments, NorVergence made payments to or for the benefit of Salzano in the amount of at least \$2,390,978.69 during the two years preceding the Petition Date (the "TNS Two-Year Fraudulent Transfers"), as more fully described above.

154. By way of the William Jean Charles Payments, NorVergence made payments to or for the benefit of William Jean Charles in the amount of at least \$203,558.00 during the two years preceding the Petition Date (together with the TNS Two-Year Fraudulent Transfers, the "Two-Year Fraudulent Transfers"), as more fully described above.

155. The Debtor made the Two-Year Fraudulent Transfers with the actual intent to hinder, delay or defraud creditors of the Debtor.

156. The Debtor received less than reasonably equivalent value for the Two-Year Fraudulent Transfers.

157. At the time when the Two-Year Fraudulent Transfers were made, the Debtor:

- a) was insolvent;
- b) became insolvent;
- c) was engaged in a business or a transaction for which any property remaining with the Debtor constituted an unreasonably small capital; or
- d) intended to incur, or believed that the Debtor would incur, debts that would be beyond the Debtor's ability to pay as such debts matured on the date of the Two-Year Fraudulent Transfers or as a result of the Two-Year Fraudulent Transfers.

158. The Trustee on behalf of the estate and general unsecured creditors is entitled to avoid the Two-Year Fraudulent Transfers pursuant to 11 U.S.C. § 548.

159. In accordance with the provisions of 11 U.S.C. § 550(a), the Trustee is entitled to recover from the Salzano and William Jean Charles an amount equal to the Two-Year Fraudulent Transfers.

WHEREFORE, the Trustee demands judgment against Salzano and William Jean Charles:

- a) avoiding the Two-Year Fraudulent Transfers pursuant to Bankruptcy Code Section 548;
- b) awarding the Trustee judgment in an amount equal to the Two-Year Fraudulent Transfers and directing Salzano to immediately pay the Trustee an amount equal to \$2,390,978.69 and William Jean Charles to immediately pay the Trustee an amount equal to \$203,558.00 pursuant to 11 U.S.C. § 550(a), together with interest on such amount from the date of the Two-Year Fraudulent Transfers;
- c) awarding the Trustee his attorneys' fees, costs and other expenses incurred in this action; and
- d) granting the Trustee such other and further relief as the Court deems appropriate.

FIFTH COUNT
(Fraudulent Transfer Under 11 U.S.C. §§ 544(b), 550 and
N.J.S.A. 25:2 et seq. as Against Salzano and
William Jean Charles And The Other Insiders)

160. The Trustee repeats and re-alleges the allegations contained in all of the foregoing paragraphs as if fully set forth herein.

161. By way of the AMEX Payments, the Apartment Payments, the Data Solutions Payments, the BMW Payments, the Car Insurance Payments, and the Jean Charles Payments, NorVergence made payments to or for the benefit of Defendant, Thomas N. Salzano in the

amount of at least \$2,508,281.69 (the "TNS Four-Year Fraudulent Transfers"), as more fully described above.

162. By way of the Jean Charles Payments, NorVergence made payments to or for the benefit of William Jean Charles in the amount of at least \$273,541.00 during the four years preceding the Petition Date.

163. As to the other Insiders, NorVergence made the following payments (collectively, the "Insider Payments") in addition to regular salary and benefits:

Company	Amount Paid
Alex Wolf	\$161,033.96
Arthur Scuttaro	\$138,899.39
Robert Fine	\$12,843.60
Robert Weisman	\$37,311.63
Terry Skemer	\$231,128.08
William Jean Charles	\$273,545.43
TOTAL	\$854,762.09

(The Insider payments together with the TNS Four-Year Fraudulent Transfers, the William Jean Charles Payments are hereinafter referred to as the "Four-Year Fraudulent Transfers").

164. NorVergence was insolvent when the Four-Year Fraudulent Transfers were made.

165. All of the Four-Year Fraudulent Transfers were made within four (4) years before the Petition Date.

166. The Debtor made the Four-Year Fraudulent Transfers with the actual intent to hinder, delay or defraud creditors of the Debtor, or, received less than reasonably equivalent value in exchange for the Four-Year Fraudulent Transfers, and:

- a) at the time that the Four-Year Fraudulent Transfers were made, the Debtor was engaged in business or a transaction, or was about to engage in business or a transaction, for which the Debtor's remaining assets were unreasonably small in relation to the business or transaction; and/or

intended to incur, or believed or reasonably should have believed that it would incur, debts that would be beyond its ability to pay as they became due; and

- b) the Debtor was insolvent or became insolvent as a result of the Four-Year Fraudulent Transfers.

167. There exists at least one actual holder of an unsecured claim against the estate that is allowable under 11 U.S.C. § 502, who would have standing to assert a claim for relief under New Jersey's Uniform Fraudulent Transfer Act.

168. The Trustee on behalf of the estate and general unsecured creditors is entitled to avoid the Four-Year Fraudulent Transfers pursuant to N.J.S.A. 25:2-25(a) and 2-25(b), pursuant to 11 U.S.C. § 544(b).

169. In accordance with the provisions of 11 U.S.C. § 550(a), the Trustee is entitled to recover from Salzano, William Jean Charles and the Insiders, an amount equal to the Four-Year Fraudulent Transfers.

WHEREFORE, the Trustee demands judgment against Salzano, William Jean Charles and the other Insiders:

- a) avoiding the Four-Year Fraudulent Transfers under N.J.S.A. 25:2 *et seq.*, and § 544 of the Bankruptcy Code;
- b) awarding the Trustee judgment in an amount equal to the Four-Year Fraudulent Transfers and directing Salzano to immediately pay the Trustee an amount equal to \$2,508,281.69 and William Jean Charles to immediately pay the Trustee an amount equal to \$273,541.00 and the other Insiders to immediately pay the Trustee: Wolf - \$161,033.96, Scuttaro - \$138,899.39, Fine - \$12,843.60, Wizeman - \$37,311.63, and Skemer - \$231,128.08, all pursuant to

11 U.S.C. § 550(a), together with interest on such amount from the date of the Four-Year Fraudulent Transfers;

- c) awarding the Trustee his attorneys' fees, costs and other expenses incurred in this action; and
- d) granting the Trustee such other and further relief as the Court deems appropriate.

SIXTH COUNT

**(Fraudulent Transfer Under 11 U.S.C. §§ 544(b), 550
and N.J.S.A. 25:2-27(b) As Against Salzano and
William Jean Charles And The Other Insiders)**

170. The Trustee repeats and re-alleges the allegations contained in all of the foregoing paragraphs as if fully set forth herein.

171. The Four-Year Fraudulent Transfers were made to one or more insiders:

- a) for, or on account of, an antecedent debt;
- b) when the Debtor was insolvent; and
- c) Salzano and William Jean Charles had reasonable cause to believe that the Debtor was insolvent.

172. There exists at least one actual holder of an unsecured claim against the estate that is allowable under 11 U.S.C. § 502, who would have standing to assert a claim for relief under New Jersey's Uniform Fraudulent Transfer Act.

173. The Trustee on behalf of the estate and general unsecured creditors is entitled to avoid the Four-Year Fraudulent Transfers under N.J.S.A. §§ 25:2-27(b), pursuant to 11 U.S.C. § 544(b).

174. In accordance with the provisions of 11 U.S.C. § 550(a), the Trustee is entitled to recover from Salzano, William Jean Charles and the other Insiders an amount equal to the Four-Year Fraudulent Transfers.

WHEREFORE, the Trustee demands judgment against Defendants, Thomas N.

Salzano and William Jean Charles:

- a) avoiding the Four-Year Fraudulent Transfers under N.J.S.A. 25:2-27(b), pursuant to Bankruptcy Rule 7001 and sections 323, 541 and/or 544 of the Bankruptcy Code;
- b) awarding the Trustee judgment in an amount equal to the Four-Year Fraudulent Transfers and directing Salzano to immediately pay the Trustee an amount equal to \$2,508,281.69 and William Jean Charles to immediately pay the Trustee an amount equal to \$273,541.00 and the other Insiders to immediately pay the Trustee: Wolf - \$161,033.96, Scuttaro - \$138,899.39, Fine - \$12,843.60, Wizeman - \$37,311.63, and Skemer - \$231,128.08, all pursuant to 11 U.S.C. § 550(a), together with interest on such amount from the date of the Four-Year Fraudulent Transfers;
- c) awarding the Trustee his attorneys' fees, costs and other expenses incurred in this action; and
- d) granting the Trustee such other and further relief as the Court deems appropriate.

SEVENTH COUNT
(Conversion and Misappropriation As Against
Salzano and William Jean Charles)

175. The Trustee repeats and re-alleges the allegations contained in all of the foregoing paragraphs as if fully set forth herein.

176. Salzano and William Jean Charles unlawfully diverted, hid, converted and misappropriated funds that rightfully belonged to the Debtor by using the Debtor's funds to pay for personal items and services, unrelated to the Debtor's business, by way of the AMEX

Payments, the Other Charges, the Apartment Payments, the BMW Payments, the Car Insurance Payments, the Other Expenses, the Data Solutions Payments and the Jean Charles Payments.

177. The Debtor and its creditors suffered and will continue to suffer damages as a result of Salzano's and William Jean Charles' conduct.

WHEREFORE, the Trustee demands judgment against Salzano and William Jean Charles:

- a) awarding the Trustee compensatory, consequential and punitive damages, plus interest;
- b) awarding the Trustee his reasonable attorney's fees and costs of suit; and
- c) granting such other relief as the Court deems just and proper.

EIGHTH COUNT
**(Unjust Enrichment As Against Salzano,
William Jean Charles and the other Insiders)**

178. The Trustee repeats and re-alleges the allegations contained in all of the foregoing paragraphs as if fully set forth herein.

179. By diverting, converting and misappropriating Debtor's funds to pay for personal items and services, by way of the AMEX Payments, the Other Charges, the Apartment Payments, the BMW Payments, the Car Insurance Payments, the Other Expenses, the Data Solutions Payments, the William Jean Charles Payments and the other Insider Payments, Defendants, Salzano, William Jean Charles and the other Insiders have been unjustly enriched and have wrongly used such misappropriated funds.

WHEREFORE, the Trustee demands judgment against Salzano, William Jean Charles and the other Insiders:

- a) awarding the Trustee compensatory, consequential and punitive damages, plus interest;
- b) awarding the Trustee his reasonable attorney's fees and costs of suit; and
- c) granting such other relief as the Court deems just and proper.

NINTH COUNT

**(Accounting and Turnover Under 11 U.S.C. § 542 As
Against Salzano, William Jean Charles As Well As
The Insiders And The Leasing Companies)**

180. The Trustee repeats and re-alleges the allegations contained in all of the foregoing paragraphs as if fully set forth herein.

181. Upon information and belief, during the period covering June 30, 2000 through the Petition Date, additional transactions beyond the ones described in the foregoing paragraphs (the "Additional Transactions"), may have taken place between the Debtor and Salzano, William Jean Charles, the Insiders and the Leasing Companies. These Additional Transactions include, but are not limited to, the Other Charges and the Other Expenses and setoffs by the Leasing Companies for the Debtor's Repurchase Obligations that were not properly recorded by the Debtor.

182. Upon information and belief, all or part of the funds exchanged in connection with the Additional Transactions may be recoverable by the Trustee for the benefit of the estate and the general unsecured creditors pursuant to New Jersey state law and the Bankruptcy Code.

183. Upon information and belief, Salzano, William Jean Charles, the Insiders and the Leasing Companies may be in possession, custody and/or control of property which is, upon information and belief, property of the Debtor's estate or which may otherwise be recoverable by the Trustee.

184. In accordance with § 542(a) of the Bankruptcy Code, the Trustee is entitled to an accounting for all payments or transfers made by the Debtor to Salzano, William Jean Charles, the Insiders and the Leasing Companies during the period covering June 30, 2002 through the Petition Date, as well as all post-petition payments or transfers.

WHEREFORE, the Trustee requests that judgment be entered in his favor and against Salzano, William Jean Charles, the Insiders and the Leasing Companies ordering them to account to the Trustee for all payments or transfers made by the Debtor to them during the period covering June 30, 2002 through the Petition Date, as well as all post-petition payments or transfers.

TENTH COUNT

**(Breach of Fiduciary Duty Against Salzano, Alexander Wolf,
Robert Fine, Bob Wizeman, William Jean Charles,
Terry Skemer and Arthur Scuttaro And Aiding and Abetting
a Breach of Fiduciary Duty Against Leasing Companies)**

185. The Trustee repeats and re-alleges the allegations contained in all of the foregoing paragraphs as if fully set forth herein.

186. As officers, directors, and/or employees with management responsibility at NorVergence, Salzano and the Insiders owed NorVergence fiduciary duties. These duties required Salzano and the Insiders at all times to act on behalf of NorVergence in good faith, to exercise the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and to conduct themselves in a manner they reasonably believed to be in the best interest of the company.

187. As part of their fiduciary duties, Salzano and the Insiders at all times were required to be honest and candid and to make complete disclosure in their dealings with the company and its Board of Directors. Further, in their communications with investors, Salzano and the Insiders were obligated to do so honestly, candidly and completely in all material

respects. They were obligated to refrain from operating the Salzano Scheme to defraud customers and creditors alike.

188. By virtue of the acts and omissions described in this Complaint, the Insiders repeatedly violated their fiduciary duties to NorVergence. The Insiders violated their duties of good faith, due care and loyalty by causing NorVergence to further the Salzano Scheme. The Insiders violated their duties to conduct themselves honestly, candidly and with full disclosure in their dealings with NorVergence and its Board of Directors.

189. By virtue of the acts and omissions described in this Complaint, Salzano, William Jean Charles and other Insiders breached their duties of good faith, due care, and loyalty by entering into transactions with NorVergence directly and through entities in which Salzano or members of his family owned an interest, in which he or his family members derived an improper personal benefit at the expense of the company. Salzano and William Jean Charles breached their duties of good faith, due care, and loyalty by arranging for and facilitating transactions with NorVergence in which they and the other Insiders derived an improper personal benefit at the expense of the company. In each of these transactions, the Insiders and Salzano breached their fiduciary duties by failing to disclose to the company all material facts of each such transaction and/or by deliberately failing to supervise these transactions.

190. In addition to their regular payroll, company credit card use, and benefits, the Insiders received payment of at least \$854,000.00 during the continuance of the Salzano Scheme.

191. By virtue of the acts and omissions described in this Complaint, the Leasing Companies knowingly gave substantial assistance to Salzano and the Insiders to perpetuate the Salzano Scheme, by giving them the means to continue the Salzano Scheme, with actual knowledge that the transactions the Leasing Companies were benefiting from, were fraudulent.

192. As a direct and proximate result of the Leasing Companies' actions and omissions, NorVergence was injured and damaged in at least the following ways:

- (a) its debt was wrongfully expanded out of all proportion to its ability to repay and it became insolvent and thereafter deeply insolvent;
- (b) it was forced into bankruptcy and incurred and continues to incur substantial legal and administrative costs, as well as the costs of governmental investigation;
- (c) its relationships with its customers, suppliers and employees were undermined; and
- (d) its assets were dissipated.

WHEREFORE, the Trustee demands judgment against Salzano, the Insiders and the Leasing Companies:

- a) awarding the Trustee compensatory, consequential and punitive damages, plus interest;
- b) awarding the Trustee his reasonable attorney's fees and costs of suit; and
- c) granting such other relief as the Court deems just and proper.

TENTH COUNT

(Fraud Against Salzano, Alexander Wolf, Robert Fine, Robert Wizeman, William Jean Charles, Terry Skemer and Arthur Scuttaro, and Aiding and Abetting A Fraud Against Defendant Leasing Companies)

193. The Trustee repeats and re-alleges all of the allegations contained in each of the foregoing paragraphs as is set forth fully herein.

194. The actions by Salzano and the Insiders, Wolf, Fine, Wizeman, Charles, Skemer and Scuttaro, constituted a fraud against customers, creditors and investors in that the Insiders were running a Salzano Scheme for the benefit of themselves and to the detriment of creditors, investors and customers.

195. The sales scripts, quoted above, contained false statements.

196. The false statements were intended to induce customers to enter into long term, non-cancelable contracts with the Leasing Companies.

197. The customers relied on the false statements to their detriment, by entering into long term, non-cancelable Lease Agreements with the Leasing Companies.

198. The customers suffered damages as a result of the foregoing.

199. NorVergence suffered damages as a result of the foregoing.

200. By virtue of the acts and omissions described above in this Complaint, the Leasing Companies aided and abetted the Insiders' commission of the fraud.

201. Given the nature of the Salzano Scheme as a Ponzi/Bust-Out, one or more of the Leasing Companies participated in and/or had actual knowledge that the Salzano Scheme was designed to or would benefit Salzano and/or an Insider. One or more of the Leasing Companies gave substantial assistance to Salzano and the Insiders by giving them the means to continue the Salzano Scheme with actual knowledge that the transactions the Leasing Companies were benefiting from were fraudulent.

202. As a direct and proximate result of the Leasing Companies acts and omissions, NorVergence was injured and damaged in at least the following ways:

- a) its debt was wrongfully expanded out of all proportion to it's ability to repay and it became insolvent and there after deeply insolvent;
- b) it was forced into bankruptcy and incurred and continues to incur substantial legal and administrative costs as well as costs of governmental investigations;
- c) its relationships with customers, suppliers, and employees were undermined;
- d) its assets were dissipated.

WHEREFORE, the Trustee demands judgment against Salzano, the Insiders, and the Leasing Companies:

- a) awarding the Trustee compensatory, consequential and punitive damages, plus interest;
- b) awarding the Trustee his reasonable attorney's fees and costs of suit; and
- c) granting such other relief as the Court deems just and proper.

ELEVENTH COUNT
(Deepening Insolvency As Against All Defendants)

203. The Trustee repeats and re-alleges the allegations contained in all of the foregoing paragraphs as if set forth fully herein.

204. The knowledge and participation of the Leasing Companies in the Salzano Scheme as described in paragraphs 103-125 of this Complaint permitted NorVergence's insolvency to deepen, unabated from October 2003 -- when most of the Leasing Companies knew or should have known about the actual fraud -- through June 30, 2004.

205. As of June 30, 2002, NorVergence had total assets of \$3,226,085.00 and total liabilities of \$6,270,216.00. Thus, it was insolvent, on a balance sheet basis by \$3,044,131.00.

206. One year later, on June 30, 2003, the insolvency had deepened considerably. Now, total assets were \$10,585,285.00, but liabilities were \$44,938,501.00 for a total balance sheet insolvency of \$34,353,215.00.

207. On March 31, 2004, the insolvency was four times what it had been on June 30, 2003. On March 31, 2004, the amount by which liability exceeded assets stood at \$138,201,421.00, an increase of 400% from where it had stood just nine months before.

208. The continued operation of NorVergence caused a continued "increase" in its insolvency, unabated, until the June 30, 2004 Petition Date.

WHEREFORE, the Trustee demands judgment against Salzano, the Insiders and the

Leasing Companies:

- a) for the amount by which the insolvency deepened during that time period,
- b) for exemplary and punitive damages for injuries caused to NorVergence by the deepening insolvency;
- c) for such other and further relief as this court deems appropriate.

PORZIO, BROMBERG & NEWMAN, P.C.
Special Litigation Counsel to Charles M. Forman,
Chapter 7 Trustee of the Estate of NorVergence,
Inc.

By: /s/ Warren J. Martin Jr.
Warren J. Martin Jr. (WM-0487)

Dated: July 14, 2006