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IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

IFC CREDIT CORPORATION, assignee of)
Norvergence, Inc.,) Case No. 04 CV 5905
Plaintiff,) Case No. 04 CV 3703
i iaiiiiii,) Hon. Matthew Kennelly
v.)
)
UNITED BUSINESS & INDUSTRIAL FEDERAL)
CREDIT UNION,) FII
	FILED
Defendant.	MARIA
	MAR 1 9 2005

NOTICE OF FILING

JUDGE MATTHEW F. KENNELLY UNITED STATES DISTRICT COURT

TO: Gregory A. Adamski ADAMSKI & CONTI 100 N. LaSalle Street Chicago, IL 60602

PLEASE TAKE NOTICE that on the 18th day of April, 2005 we caused to be filed with the Clerk of the U.S. District Court for the Northern District of Illinois, Eastern Division, Plaintiff's First Amended Complaint, a copy of which is attached hereto and herewith served upon you.

IFC CREDIT CORPORATION,

By:

One of its Attorneys

VINCENT T. BORST (ARDC#06192904)
ALEX DARCY (ARDC#06220515)
D. ANN COKER (ARDC#06277270)
ASKOUNIS & BORST, P.C.
303 East Wacker Drive
Suite 1000
Chicago, Illinois 60601
312/861-7100
312/861-0022 (Facsimile)
U:\BJohnson\IFC\United Business\Pleadings\Notice of Filing.wpd

STATE OF ILLINOIS)
(SS)
(COUNTY OF COOK)

AFFIDAVIT OF SERVICE

The undersigned, a non-attorney, being first duly sworn on oath, deposes and says that she caused a correct copy of the foregoing, **Plaintiff's First Amended Complaint**, to be served upon defendant/counsel at the address set forth below:

Gregory A. Adamski ADAMSKI & CONTI 100 N. LaSalle Street Chicago, IL 60602

by depositing same in the U.S. Mail at 303 East Wacker Drive, Suite 1000, Chicago, Illinois 60601, with proper postage prepaid on this 18th day of April, 2005.

By:

Britta Johnson

SUBSCRIBED AND SWORN to before

me this day of April, 2005.

Notary Public

"OFFICIAL SEAL"
Rachel McCandless
Notary Public, State of Illinois
My Commission Exp. 06/05/2008

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IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

IFC CREDIT CORPORATION, assignee of	
Norvergence, Inc.,	Case No. 04 CV 5905
Plaintiff,	Hon. Matthew Kennelly
v.	
UNITED BUSINESS & INDUSTRIAL FEDERAL	FILED
CREDIT UNION,	MAR 1 9 2005
Defendant.	JUDGE MATTHEW F. KENNELLY COMPLIAINT UNITED STATES DISTRICT COURT

FIRST AMENDED COMPLAINT

UNITED STATES DISTRICT COURT

IFC CREDIT CORPORATION, as assignee of Norvergence, Inc. ("IFC"), by and through its attorneys, Askounis & Borst, P.C., for its First Amended Complaint against UNITED BUSINESS & INDUSTRIAL FEDERAL CREDIT UNION ("UNITED BUSINESS"), states as follows:

PARTIES

- IFC is an Illinois corporation, duly authorized to conduct business in Illinois, that 1. maintains its principal place of business at 8700 Waukegan Road, Suite 100, in Morton Grove, Illinois.
- UNITED BUSINESS is, upon information and belief, a Connecticut corporation with 2. its principal place of business at 120 Woodland Avenue, Plainfield, Connecticut 06062.

JURISDICTION AND VENUE

- Jurisdiction is appropriate in this Court pursuant to 28 U.S.C. §1332. The parties are 3. citizens of different states and the amount in controversy exceeds \$75,000.00 exclusive of interest and cost.
- Venue is appropriate in this Court pursuant to 28 U.S.C. §1391 by virtue of the fact 4 that a substantial part of the events or omissions giving rise to IFC's claim occurred in this district and because UNITED BUSINESS is subject to personal jurisdiction in this district.

BACKGROUND

- 5. On or about December 12, 2003, IFC's assignor, Norvergence, Inc. ("Norvergence") a non-party, entered into a written Equipment Rental Agreement No. 21999101 ("Agreement No. 21999101") with UNITED BUSINESS for the lease of personal property that is more particularly described therein (the "21999101 Equipment"). A true and correct copy of Agreement No. 21999101 bearing a description of the 21999101 Equipment and the Notice of Assignment is attached and incorporated hereto as Exhibit 1.
- 6. At all times prior to the execution of Agreement No. 21999101, UNITED BUSINESS negotiated with Norvergence to select the 21999101 Equipment and establish the payment terms of Agreement No. 21999101.
- 7. Agreement No. 21999101 obligates UNITED BUSINESS to pay sixty (60) consecutive monthly rental payments in the amount of \$390.01.
- 8. On or about December 12, 2003, IFC's assignor, Norvergence, Inc. ("Norvergence") a non-party, entered into a written Equipment Rental Agreement No. 21999102 ("Agreement No. 21999102") with UNITED BUSINESS for the lease of personal property that is more particularly described therein (the "21999102 Equipment"). A true and correct copy of Agreement No. 21999102 bearing a description of the 21999102 Equipment and the Notice of Assignment is attached and incorporated hereto as Exhibit 2.
- 9. At all times prior to the execution of Agreement No. 21999102, UNITED BUSINESS negotiated with Norvergence to select the 21999102 Equipment and establish the payment terms of Agreement No. 21999102.
- 10. Agreement No. 21999102 obligates UNITED BUSINESS to pay sixty (60) consecutive monthly rental payments in the amount of \$390.01.

- 11. On or about December 12, 2003, IFC's assignor, Norvergence, Inc. ("Norvergence") a non-party, entered into a written Equipment Rental Agreement No. 21999103 ("Agreement No. 21999103") with UNITED BUSINESS for the lease of personal property that is more particularly described therein (the "21999103 Equipment"). A true and correct copy of Agreement No. 21999103 bearing a description of the 21999103 Equipment and the Notice of Assignment is attached and incorporated hereto as Exhibit 3.
- 12. At all times prior to the execution of Agreement No. 21999103, UNITED BUSINESS negotiated with Norvergence to select the 21999103 Equipment and establish the payment terms of Agreement No. 21999103.
- 13. Agreement No. 21999103 obligates UNITED BUSINESS to pay sixty (60) consecutive monthly rental payments in the amount of \$390.01.
- 14. On or about December 12, 2003, IFC's assignor, Norvergence, Inc. ("Norvergence") a non-party, entered into a written Equipment Rental Agreement No. 21999104 ("Agreement No. 21999104") with UNITED BUSINESS for the lease of personal property that is more particularly described therein (the "21999104 Equipment"). A true and correct copy of Agreement No. 21999104 bearing a description of the 21999104 Equipment and the Notice of Assignment is attached and incorporated hereto as Exhibit 4.
- 15. At all times prior to the execution of Agreement No. 21999104, UNITED BUSINESS negotiated with Norvergence to select the 21999104 Equipment and establish the payment terms of Agreement No. 21999104.
- 16. Agreement No. 21999104 obligates UNITED BUSINESS to pay sixty (60) consecutive monthly rental payments in the amount of \$390.01.
- 17. On or about December 12, 2003, IFC's assignor, Norvergence, Inc. ("Norvergence") a non-party, entered into a written Equipment Rental Agreement No. 21999105 ("Agreement No.

21999105") with UNITED BUSINESS for the lease of personal property that is more particularly described therein (the "21999105 Equipment"). A true and correct copy of Agreement No. 21999105 bearing a description of the 21999105 Equipment and the Notice of Assignment is attached and incorporated hereto as Exhibit 5.

- 18. At all times prior to the execution of Agreement No. 21999105, UNITED BUSINESS negotiated with Norvergence to select the 21999105 Equipment and establish the payment terms of Agreement No. 21999105.
- 19. Agreement No. 21999105 obligates UNITED BUSINESS to pay sixty (60) consecutive monthly rental payments in the amount of \$390.01.
- On January 9, 2004, UNITED BUSINESS executed two Delivery and Acceptance Certificates (the "D and As") in which UNITED BUSINESS certified that it had received, inspected and accepted the 21999101 Equipment, the 21999102 Equipment, the 21999103 Equipment, the 21999104 Equipment and the 21999105 Equipment (collectively, the Collateral"), that the Collateral conformed to its requirements, that there were no side agreements or cancellation clauses given outside of Agreement No. 21999101, Agreement No. 21999102, Agreement No. 21999103, Agreement No. 21999104 and Agreement No. 21999105 (collectively, the Lease Agreements), that its representative had reviewed and understood all terms and conditions of the Lease Agreements, and that it had not been induced to sign the Lease Agreements by any assurances of Norvergence or anyone else. A true and correct copy of the D and As are attached and incorporated hereto as Group Exhibit 6.
- 21. At no time prior to the execution of the Lease Agreements did UNITED BUSINESS or any of its representatives have any contact whatsoever with IFC.

- 22. Subsequent to the execution of the Lease Agreements and their related D and As Norvergence assigned all of its right, title and interest in the Lease Agreements and the Collateral to IFC.
- 23. Prior to accepting assignment of the Lease Agreements, IFC contacted UNITED BUSINESS' representative, who confirmed verbally to IFC that it had in fact received delivery of the Collateral.
- 24. Based upon UNITED BUSINESS' representation during that telephone conversation, IFC accepted assignment of the Lease Agreements, and paid Norvergence the purchase price of the Lease Agreements.
- 25. UNITED BUSINESS has defaulted under the terms of the Lease Agreements by failing and refusing to pay rental payments to IFC in the manner it promised under the Lease Agreements.
- 26. IFC has made demand upon UNITED BUSINESS for the rental payments past due and owing under the Lease Agreements, but UNITED BUSINESS has failed and refused to pay either.
- 27. IFC is therefore entitled to recover from UNITED BUSINESS an amount equal to all past due payments and all payments to come due during the terms of the Lease Agreements, as well as all late fees, interest and attorneys' fees, costs and expenses IFC may incur in the enforcement of its remedies under the Lease Agreements.

COUNT I BREACH OF CONTRACT EQUIPMENT LEASE AGREEMENT NO. 21999101

- 28. IFC repeats and realleges Paragraphs 1 through 27 as though fully set forth herein.
- After applying all just credits and deductions, there is due and owing to IFC under Agreement No. 21999101 the amount of \$22,621.00, exclusive of attorneys fees, costs, other applicable charges and interest thereon.

30. UNITED BUSINESS' obligation to pay to IFC is based on a written contract, accordingly, IFC is entitled to recover pre-judgment interest at the rate provided by Agreement No. 21999101 or by law.

COUNT II BREACH OF CONTRACT EQUIPMENT LEASE AGREEMENT NO. 21999102

- 31. IFC repeats and realleges Paragraphs 1 through 30 as though fully set forth herein.
- 32. After applying all just credits and deductions, there is due and owing to IFC under Agreement No. 21999102 the amount of \$22,621.00, exclusive of attorneys fees, costs, other applicable charges and interest thereon.
- 33. UNITED BUSINESS' obligation to pay to IFC is based on a written contract, accordingly, IFC is entitled to recover pre-judgment interest at the rate provided by Agreement No. 21999102 or by law.

COUNT III BREACH OF CONTRACT EQUIPMENT LEASE AGREEMENT NO. 21999103

- 34. IFC repeats and realleges Paragraphs 1 through 33 as though fully set forth herein.
- 35. After applying all just credits and deductions, there is due and owing to IFC under Agreement No. 21999103 the amount of \$22,621.00, exclusive of attorneys fees, costs, other applicable charges and interest thereon.
- 36. UNITED BUSINESS' obligation to pay to IFC is based on a written contract, accordingly, IFC is entitled to recover pre-judgment interest at the rate provided by Agreement No. 21999103 or by law.

COUNT IV BREACH OF CONTRACT EQUIPMENT LEASE AGREEMENT NO. 21999104

37. IFC repeats and realleges Paragraphs 1 through 36 as though fully set forth herein.

- 38. After applying all just credits and deductions, there is due and owing to IFC under Agreement No. 21999104 the amount of \$22,621.00, exclusive of attorneys fees, costs, other applicable charges and interest thereon.
- 39. UNITED BUSINESS' obligation to pay to IFC is based on a written contract, accordingly, IFC is entitled to recover pre-judgment interest at the rate provided by Agreement No. 21999104 or by law.

COUNT V BREACH OF CONTRACT EQUIPMENT LEASE AGREEMENT NO. 21999105

- 40. IFC repeats and realleges Paragraphs 1 through 39 as though fully set forth herein.
- 41. After applying all just credits and deductions, there is due and owing to IFC under Agreement No. 21999105 the amount of \$22,621.00, exclusive of attorneys fees, costs, other applicable charges and interest thereon.
- 42. UNITED BUSINESS' obligation to pay to IFC is based on a written contract, accordingly, IFC is entitled to recover pre-judgment interest at the rate provided by Agreement No. 21999105 or by law.

COUNT VI POSSESSION OF EQUIPMENT

- 43. IFC realleges and restates Paragraphs 1 through 42 as though fully set forth herein.
- 44. Pursuant to the Remedies paragraph of the Lease Agreements, IFC is entitled to recover possession of the Collateral.
- 45. IFC has made demand upon UNITED BUSINESS for the return of the Collateral but UNITED BUSINESS has refused to do so.
- 46. UNITED BUSINESS is wrongfully detaining the Collateral, which has not been taken for any tax, assessment or fine levied by virtue of any law of the State of Illinois against IFC, nor

seized under any lawful process against the goods and chattels of IFC subject to such lawful process, nor held by virtue of any order for replevin against IFC.

COUNT VII FRAUDULENT INDUCEMENT

- 47. IFC realleges and restates Paragraphs 1 through 46 as though fully set forth herein.
- 48. On January 9, 2004, Michael Knurek executed the D and As on behalf of UNITED BUSINESS, affirmatively representing that the Collateral met its requirements, that UNITED BUSINESS was not induced to sign the D and As, and that it had sufficient time to inspect the goods. The receipt and acceptance of the Collateral was a material fact.
- 49. Based on UNITED BUSINESS's D and As and statement of material fact that UNITED BUSINESS had accepted the Collateral (which met its needs), IFC took assignment of the Lease Agreements from Norvergence by paying Norvergence the purchase price of the Lease Agreements, believing that the D and As were accurate based on UNITED BUSINESS' signature on the D and As.
- 50. UNITED BUSINESS knew or should have known that the Lease Agreements could be assigned and that any assignee would rely upon its representation that it had accepted the Collateral. When UNITED BUSINESS executed the D and As, however, it knew that UNITED BUSINESS had not accepted the Collateral and that signing the D and As was a false act.
- 51. UNITED BUSINESS intended IFC, the assignee of the Agreements, to rely and act on the D and As.
- 52. IFC relied on UNITED BUSINESS' misrepresentations by acting to take assignment of the Lease Agreements.
- 53. UNITED BUSINESS' fraudulent representation in the form of the D and As has damaged IFC, as IFC paid the purchase price of the Lease Agreements to Norvergence and is now forced to litigate this matter.

WHEREFORE, IFC CREDIT CORPORATION, respectfully requests that this Court enter Judgment in its favor and against UNITED BUSINESS & INDUSTRIAL FEDERAL CREDIT UNION, INC. as follows:

- a) Awarding IFC damages in the amount of \$113,105.00, together with interest thereon at the highest rate permitted by law, from the date of default, until such sum is paid in full;
- b) Awarding IFC punitive damages of not less than three times its actual damages;
- c) Directing UNITED BUSINESS to immediately turn over the Collateral, or the value thereof to IFC;
- d) Awarding IFC its attorneys' fees and costs; and
- e) Awarding IFC such other and further relief as this Court deems just.

IFC CREDIT CORPORATION,

By:

One of Its Attorney

VINCENT T. BORST (ARDC#06192904) ALEX DARCY (ARDC#06220515) D. ANN COKER (ARDC#06277270) ASKOUNIS & BORST, P.C. 303 East Wacker Drive Suite 1000 Chicago, Illinois 60601 312/861-7100 312/861-0022 (Facsimile)

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Equipment Rental (continued)

RENTITIENS OF RENTAL: You agree to pay us the amount specified in this Rental as the Rental Payment (plus any applicable tense) when each payment is due; Your acceptance of the Equipment will be conclusively and brevocably established spon the receipt by us of your continuation (rental or united) of such acceptance, (reveiver, if you have not provided se with confirmation of acceptance or provided set with written nestee of net-acceptance of the Equipment, in other case, within 18 days after delivery of the Equipment, you will be deemed to have impacted and invocably accepted the Equipment and to have activated set to pay for the Equipment, The term of this Rental begins on a date designated by as other receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of another designated as "Rental Term" on the soc of this Rental. The Rental Payments are populse in advance periodicity as stated in or on any acleudes to this Rental. The Rental Payments are populse in advance periodicity of states of the Advance of the Rental Payment and provided to this Rental Payment is the amount of one-deletist (1/20th) 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 Convenencement Date.

PAYMENT: You authorize us to change the Rental Payment by not more than 15% due to changes in the Equipment configuration, which may occur prior to our acceptance of this Rental Rental

LOCATION AND OWNERSHIP OF EQUIPMENT: You will keep and use the Equipment only at "the Equipment location address." You agree that the Equipment will not be removed from that address where you get our wiless permission in advance to recover. If you agree to pay the costs incurred by us to verify installation of the Equipment prior to communications and the Equipment and have tille to the Equipment.

USE, MARYTEMANCE AND MESTALLATION: You are responsible for protecting the Equipment from durings except for ordinary weer and tear and from any other kind of less while you have the Equipment. If the Equipment is deringed or test, you agree to continue to pay rent. You will not inove the Equipment from the Equipment formation of the Equipment from the Equipment from the Equipment from the Equipment from the Equipment formation and proper maintenance. You will see the Equipment in the reasonable accordable extravals and instructions and heap it eligible for many maintenance contributions and from the pay of expenses you will see the Equipment of the Equipment and the expense you will see the Equipment and the expense you will see the Equipment and the expense you will see the Equipment is good require, condition and working order, ordinary seen and tear escapied. All replacement pants and repairs will become our property. You will not neite any permanent alterplaces to the Equipment.

PREDIELIVERY OF EQUIPMENT; RENEWAL: You shall provide us with unition notice, by cartilled real, even not less than 120 days nor more than 180 days prior to the expiration of the Rental Term or any renewal Rental Term of your trianvillon either to examples any option to purchase all not less than all of the Equipment if we great you such an epition) or cancel the Rental and return the Equipment to use at the end of the Rental Term, if you dest to return the Equipment to use at the expiration of the original or any inneval form of the Rental, you agree to return the Equipment in accordance with the paragraph titled Return of the Rental, you agree to return the Equipment in form you of your intention to purchase or return the Equipment, if we have not received written notice from you of your intention to purchase or return the Equipment, the Rental will automatically research recording one-year periods commencing at the expiration of the original Rental Term. It his Rental is removed, the first removed payment will be due the first day effort the original Rental Term expired. Any accordy deposit held by us shall continue to be held to secure your performance for the removal parted.

parted.

LOSS; DAMAGE; RISURANCE: You are responsible for and accept the risk of loss or damage to the Equipment. Ou agree to lease the Equipment insued against all risks of loss in an arrower at least equal to the replacement out until this Rental is paid in this rand will let use a loss papes. You will also carry public liability insurance with respect to the Equipment and the use thereof and name use additional teases. You will give us written proof of this insurance before the Rental Tente bugins. You agree to promptly notify se in writing of any loss or destruction or derwage to the Equipment and you will at ear option, (e) repair the Equipment to good condition and working order, exception to use the floatement with the Equipment in good repair, condition and working order, acceptable to us and harder order the to such replacement Equipment to us, such Equipment shall be subject to the Rental and be deemed the Equipment in good repair, condition and working order, acceptable to us and harder order and the subject to the Rental tent be subject to the Rental tent be subject to the Rental tent between the the Rental tent between

ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSPER, ASSIGN OR SUBMENT THE SOURMENT OR THIS RENTAL. We may sell, seeign or transfer all or any part of this Rental hand, but not our obligations. You agreey you will not assert against the new owner any cistum, defenses or est-offs that you may have against us.

TAKES AND PERSY. You agree to pay when due af seles and use takes, parsonal property takes and all other teams and charges, florers and registration feet, relating to the conversitio, leasing, rental, sets, parchase, perseccion or use of the Equipment as part of the Rental or as billed by ... You agree that if we pay say seems or pay us any estimated taxes when we request payment. You agree that if we pay say teams or others and shall prey us a take charge (as described in the paragraph titled in econes of the estimated taxes previously collected, you shall relatively set for such payments and shall prey us a take charge (as described in the paragraph titled physicant) on such payments at applicable with the next payment. You agree to pay us a monthly fee up to see hundred and fifty thousanding on process (150%) of the original Equipment costs to reinthurse us for our costs of preparing, reviewing and fiting any such returns. You agree, and we have the right to fill ill mostify the estimated applicable personal property taxes together with the less described lenets and flowers to the upon assessment of such taxes, without proof to any document for the purpose of such filling, so long as the filling does not interfere with poor right to any document for the purpose of such filling, so long as the filling does not interfere with poor right to any the Equipment. We may charge you and you shall pay to us a one time administrative tee of up to any \$75.00 to reinfulned up to recommend to the relative including filling or other fees incurred by us.

LIABILITY: We are not responsible for any losses or injuries caused by its installation or take of the Equipment, You agree to retarburse to far and to defend us against any claims for the lesses or injuries assumed by the Equipment.

DEFAULT: Each of the following is a "Default" under this Rental: (a) you tall to pay any Rental Payment or any other payment when due, (b) you fail to perform any of your other obligations under this Rental or in any other agreement with us or with any of our efflates, and this failure continues for 1d says after we have notified you of it, (c) you become insolvent, you descrive or are dissolved, you sell to pay your cebts as they matter, you sasiny your seets for the benefit of your credition, or you enter (voluntarity or involuntarity) any bandruptcy or reorganization proceeding, or (d) any guaranter of the Rental dies, does not perform its obligations under the guaranty, or becomes subject to one of the

FIRMSDER: If a Default occurs, we may do one or more of the following: (a) cancel or terminate this Flestest or easy or all other agreements fruit we have entered into with your, (b) require you to immediately pay us, as comparession for less of our begins and not see a penalty, a sum equal to (i) all consists than due under this Flestest plus, (i) all unpaid Flestest Payments for the remainder of the terminate of the terminate than due under this Flestest in the Equipment each discounted to present value at the union of the part of the penalty of the terminate or the terminate

SECULIATY SEPTIMET: We will never any required exceedly deposit to ensure your parlomenator of your estimations. Any exceeds deposit to non-interest baseing. We may, but are not obligated to, apply any escarsity deposit to care any default by you, in which event you will promptly sestors any amount on exceed. If you are not in default, any security deposit will be retained to you within 50 days after the end of the ariginal or remained Rental Terre (or an observative required by applicable tank), or at your direction we may apply the security deposit towards your purchase of the Equipment (if we great you a purchase applier)

PRETUREN CF SIGNEPARENT: If (a) a default occurs, or (b) you do not purchase the Equipment at the and of the Rental Term, you will immediately within the Equipment to any toostonic) and aboved any carrier(s) we may designate in the confinential United States. The Equipment must be properly packed for allignment in accordance with the manufacturer's recommendations or specifications, height prepared and treased, maintained is accordance with the paragraph titled Use Mentenance and installation, and in "average Salesable Condition". "Average Salesable Condition" means that all of the Equipment is immediately available for use by a third party layer, some or Rective, other than yourself, without the remail for any repair or refurbalments. All Equipment must be few of mentings. You will put he new attacking or defective parts or accessories, including enemants and documes. You will confinue to pay flaming Payments until the Equipment is received and accepted by us.

ARTICLE 2A STATEMENT: YOU AGREE THAT IF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE IS DESIRED TO APPLY TO THIS RENTAL, THIS RENTAL WILL BE CONSIDERED A PRIMARICE LEASE THEREUNDER. YOU WANTE YOUR RIGHTS AND REMEDIES UNDER ARTICLE 2A of the UCC.

APPLICABILE LABY: You understand that the Equipment truy he purchased for cash or it may be rested. By algebra this Restal, you acknowledge that you leave chosen to rest the Equipment from us for the term of this Restal, and that you have agreed to pay the specified Restal Payment and other least decidable leaves. We both intend to comply with applicable leave. If it is destermined that your Restal Payment restals in a payment greater them would be allowed by applicable leave and excitation of the Restal to an expect of the subwest by applicable leave and excitation of the Restal to excess of the subwest by applicable leave. This agreement stall be governed by, securitated and extensed in accurate of ext. allowed by applicable leav. This agreement stall be governed by, securitated and extensed in accountdance with the factor of the State in which Restar's principal efficies are feated of it. If the Lease in accident the analysis of the state of the State in which the analysis of principal efficies are leasted, without regard to each security is a state or feateral over feateral within the state. Such count is be chosen at Restar's accignost used applies. You hereally water right to a state of this restal.

ADDITIONAL BERVICES: To request copies of your billing or payment history or for other information or services with respect to your Plantal, please contact us. You will be charged a research be for

OTHER CONDITIONS: You understand and agree that:

YOUR DUTY TO MAKE THE RENTAL PAYMENTS IS IMCONDITIONAL DESPITE EQUIPMENT FAILURE, DAMAGE, LOSS OR ARY OTHER PROBLES. RENTER IS RENTING THE EQUIPMENT "AS IT, WITHOUT ANY WARRANTIES, SOURCES OR REPLIED, INCLINING WARRANTIES OF RESIDENCE/PATABLETY OR PITMESS FOR A PARTICULAR PLANPOSE IN COMMESTION WITH OR AGRESSION. If the Equipment does not work as represented by the remarkablery or supplier or any other parties table to provide service or minimarkoe, or if the Equipment is unselferctory for any reason, you will note my such claim selely against the manufacturer or supplier or other parties and will make no dain against us.

If any term of this Rental condition with any law in a state where the Rental is to be enforced, then the ameliating term shall be said and void to the extent of the confied but this self not invalidate the rest of this familie.

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YOU UNDERSTAND THAT ANY ASSIGNES IS A SEPARATE AND INDEPENDENT COMPANY PROB RENTOSAMMERACTURER AND THAT NEITHER WE NOR ANY OTHER PERSON IS THE ASSISTED AGENT, YOU AGREE THAT TO REPRESENTATION, GUARANTIES OR WARRANT BY THE RENTOR OR ANY OTHER PERSON IS BRIDING ON ANY ASSISTED, AND OR BRACKY BY RENTOR OR ANY OTHER PERSON WILL EXCUSE YOUR GRUGATIONS TO ANY

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Drastically Reducing Technology Coets

Corporate Headquarters:

NorVergence Inc. 550 Broad Street 3rd floor Newark, N.J. 07102

voice 866.848.6676 fax 866.742.6678

www.NorVergence.com

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Chicago

Washington D.C. Atlanta

Philadelphia Houston

Detroit

Boston Daltas

Miami

Tampa

St. Louis Pittsburgh

Oakland

San Francisco

Riverside Cleveland

Orlando

Kansas City

Charlotte

San Jose Ft, Worth

Columbus

Cincinnati

Indianapolis

New Orleans

Sacramento

Nashville

Greensboro

Raleigh

Milwaukee

Jacksonville

Austin

San Antonio Salt Lake City

Memohis

Louisville

EXHIBIT B

NOTICE OF ASSIGNMENT

United Business & Industrial Federal Credit Union 120 Woodland Avenue Plainville, CT 06062

Re: Agreement No. 21999101 dated December 12, 2003.

We appreciate serving you as a valued NorVergence customer and would like to advise you that the above referenced agreement has been transferred to IFC Credit Corporation ("IFC"). All terms and conditions remain unchanged with the exception that beginning with your first rental payment due you are to make your contract payments to IFC as follows:

IFC Credit Corporation 8700 Waukegan Road Suite 100 Morton Grove, Illinois 60053

This letter confirms that the agreement commenced on <u>January 9, 2004</u> and is for a term of <u>60</u> months. There are <u>60</u> monthly payments remaining each in the amount of \$390.01, plus applicable taxes. The first payment is due on April 25, 2004.

In addition please update your insurance to reflect IFC Credit Corporation as loss payee and additional insured and forward a certificate of insurance to:

IFC Credit Corporation 8700 Waukegan Road Suite 100 Morton Grove, Illinois 60053 ATTN: Insurance Dept.

If you have any questions, please do not hesitate to call.

Sincerely,

NorVergence, Inc.

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Equipment Rental (continued)

REINT/Tätrid OF REINTAL: You agree to pay us the amount specified in this Rontal as the Rental Payment (plus any applicable tenes) when each payment is due. Your acceptance of the Southerman will be constitutely and invences by established open the receipt by us of your confirmation of excelled or written) of such acceptance. However, if you have not provided us with confirmation of acceptance after delivery of the Equipment, you will be deemed to have impected and invences acceptance after delivery of the Equipment, you will be deemed to have impected and invences and invences and in the confirmation and invences and invences and acceptance by us (Commencement Date) and confirmes for the number of months designated as "Rental Term" on the face of the Partial Payment are positive for one of the Southel. You agree to pay an interior Payment in the amount of one-distributed (1/30th) of time Rental payment for each day from and including the Equative Date. ("which shall be the date the Equipment is installed") until the day preceding the Commencement Date.

PAYMENT: You authorize us to change the Rental Payment by not more than 15% due to changes in the Equipment configuration, which resty occur prior to our ecceptance of this Rental, Restrictive andorsements or offsects you send to us will not reduce your obligations to us. Whenever any Rental Payment or other payment in not made when dau, your agrees to pay us, within one sends, a late sharper of the greater of ten percent (16%) of the payment or 201.00 for each delayed payment or one of the greater of ten percent (16%) of the payment or 201.00 for each delayed payment endert povertical day of the payment or anti-

LOCATION AND OWNERSHIP OF EQUIPMENT: You will keep and use the Equipment only at "the Equipment location address." You agree that the Equipment will not be removed from that address whese you get our written permission in advance to move it. You agree to pay the costs incurred by us to verify installation of the Equipment prior to convenencement or during the term of the Rental. We are the owner of the Equipment and have title to the Equipment.

USE, MARITEMANCE AND BESTALLATION: You are responsible for protecting the Equipment from deringe except for ordinary wear and tear and from any other tind of tose while you have the Equipment. If the Equipment is derinaged or lost, you agree to continue to pay rent. You will not enough the Equipment from the Equipment focation without our advance written construct. You will give us reasonable access to the Equipment focation without our advance written construct, while the substance, condition and proper maintenance. You will use the Equipment in the manner for which is true reasonable access to the Equipment continues to the Equipment in the manner for which it was transferd, an required by all applicable tensules and instructions and teap it eligible for any restricturer's outfilliation envilor standard, had service maintenance contract. At your own cost and sequence, you will lead the Equipment in good repair, condition and working order, ordinary wear and teap it sources to the Equipment permanent elevations to the Equipment.

REDELIVERY OF EQUIPMENT; RENEWAL: You shall provide us with written notice, by certified malk, east not tase than 120 days nor note than 100 days prior to the asphation of the Rental Torm or any untreased Rental Torm of your intention of then employed to exercise any extremel Rental Torm or your intention of the certifier any extremely or cancel the Rental and return the Sculpment to us at the end of the Rental Torm. If you elect to return the Equipment to us at the empiresion of the original or any renewed term of the Rental, you agree to return the Equipment in scoonsections with the paragraph titled Return of Spulpment, if we have not received written retire from your of your intention to purchase or return the Equipment, it we have not received written retire from your of your intention to purchase or return the Equipment, the Rental will automatically renew for succeeding one-year periods convinceing at the application of the original Rental Torm stephed. Any security deposit healt by us shall continue to be due the first day after the original Rental Torm stephed. Any security deposit healt by us shall continue to be secure your performance for the renewed parted.

partied.

LOSS; DAMAGR; MISUMANCE: You are responsible for and accept the risk of loss or demage to the Equipment. You agree to keep the Equipment insured against all fails of loss in an amount at least equal to the explanement cost until the Rental is paid in full and will set us a loss paper. You will also carry public liability insurance with respect to the Equipment and the use thereof and name us as additional insured. You will give us written proof of this insurance before this Pointal Term begins. You agree to promptly notify as in writing of any loss or destruction or deriving to the Equipment and the use thereof, and property of the Equipment of the terminal term place the Equipment to the Rental form place the Equipment of the Equipment with the Equipment of good repair, condition and working order, (a) explain the Equipment of the control of the total of all manual freshed for the deemad the Equipment of the paper. Condition and working order, acceptable to us and transfer clear tile to such replacement (of page to see the present when of the total of all manual freshed flower than the subject to the Rental service for the total of all manual flowers the originally scheduled Rental term plus the estimated fair Martest Value of the Equipment at the end of the originally scheduled Rental term, of descourded at the protect of such lose or demage will be applied, where applicable, abovered the replacement or the payment of your obligations. If YOU DO NOT GIVE US PROOF OF PHYSICAL DAMAGE INSURANCE MINGRANCE MINGRANCE MINGRANCE AND CHARGE YOU A FEE FOR IT, ON WHICH WE MAY MAKE A PROFIT, OR WE MAY CHARGE YOU A RESPONSIVE COSTS OF REQUESTING PROOF OF PHYSICAL DAMAGE INSURANCE TOWN OVERSEED INTERNAL OVERSEED COSTS OF REQUESTING PROOF OF PHYSICAL DAMAGE RISURANCE TOWN OVERSEED INTERNAL OVERSEED COSTS OF REQUESTING PROOF OF PHYSICAL DAMAGE RISURANCE ROWN YOUR YEARS.

ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSPER, ASSIGN OR SUBMENT SQLIPMENT GR THE RENTAL. We may sell, easign or bransfer all or any part of this Render the Equipment without notifying you. The near owner will leave the name rights the laws, but not our obligations. You agree you will not assert against the roow owner any old defenses or act-offs that you may have against us.

TAXES AND FEES: You agree to pay when due all sales and use lates, personal property tense and all other types and charges, accessed and respectively to the conversitip, leading, settle, sale, purchase, possession or use of the Equipment see, saleting to the conversitip, leading, settle, sale, purchase, possession or use of the Equipment see per of this Rential or as bifled by A. You agree to pay us any estimated tense when we request payment. You agree that if we shall reinductive as for all such payments and shall pay us a late charge (as described in the paragraph titled Payment) on such payments if applicable with the next payment. You agree to pay us a monthly fee up to one bundled and fifty thousendows of one percent (.150%) of the original Equipment can be involved us for our costs of preparing, reviewing and fing any such returns. You agree, and we have the right to (it bill monthly the estimated applicable personal property times together with the lease described service and (it) bill any revisability destribed personal property times together with the lease described service and (it) bill any revisability destribed amount due upon assessment of such times, without regard to any discounts we may obtain. You also agree to appoin us as your attempts—the for the purpose to any described the original Equipment. We may charge you and investigation costs. You also agree to approve us to any large and releasing fees prescribed by the Uniform Commercial Code or other law including filing or other force incurred by us.

LIABILITY: We are not responsible for any leases or injuries caused by the installation or use of the Equipment. You agree to reinfource us for and to defend us against any claims for the leases or injuries coursed by the Equipment.

DEFAULT: Each of the following is a "Orieutt" under the Rentel: (a) you fall to pay any Rental Payment or any other payment when due, (b) you fall to payform any of your other obligations under this Rental or in any other agreement with us or with any of our affiliates, and this fallure continues for 13 days after we have notified you of it, (c) yest become insolvent, you discolve or are discolved, you fall to pay your debbs as they makere, you seeing your asset for the benefit of your configure, or you enter (voluntarily or involuntarily) any bentruptoy or reorganization proceeding, or (d) any generator of this Rental disc, does not perform its obligations under the guaranty, or becomes subject to eve of the

PRINCEDIBLE If a Default occurs, we may do one or more of the following: (a) canosi or terminate this fluents or day or all other agreements that we have entered into with you; (b) require you he has an interest that we have entered into with you; (b) require you he has an interest that the development of the fluents of an impaint early and ent as a penalty, a term equal to (i) all empaid fluents of Payment for the revealth of the term pipe are mean; (c) deliver the Equipment to see set forth in the paragraph filled Return of the parameter, (d) penaltifly reposses the Equipment which deut order and you will not make any deliver the (d) penaltifly reposses the Equipment which deut order and you will not make any deliver agree to pay other reason; and (e) exercise any other relation; and the exercise of enforcing our rights or exhibits at law or in equity. You agree to pay other ceases; and (e) exercise on or rights applicated, we may sell or otherwise delivers of the entering of the entering

EXECUTION DEPOSIT: We not retain any required assumely deposit to ensure your performance of your elegations. Any aboutly deposit is non-interest bearing. We may, but are not chipsted to, apply any executy deposit to care any default by you, is which event you will promptly restore any ensured so explicit. By your event it defend, any security deposit will be returned to you which 80 days after the entitled by one within 80 days after your electron we may apply the security deposit towards your purchase of the Equipment (if we great your appropriate towards your purchase of the Equipment (if we great your appropriate towards your purchases of the Equipment (if we great your appropriate towards your purchases of the Equipment (if we great your appropriate towards your purchases of the Equipment (if we great your appropriate towards your purchases of the Equipment (if we great your appropriate towards your purchases of the Equipment (if we great your appropriate towards your purchases of the Equipment (if we great your appropriate towards your purchases of the Equipment (if we great your appropriate towards your purchases of the Equipment (if we great your appropriate towards your purchases of the Equipment (if we great your appropriate towards your purchases of the Equipment (if we great your purchases to the experiment (if we great your purchases of the Equipment (if we great your purchases your purchases your purchases to the experiment (if we great your purchases your purchases your purchases your purchases your purchases to the experiment (if your purchases your purc

RETURN OF SEMETHEFIET: If (a) a definal content, or (b) you do not purchase the Septement at the and of the Stanta Tene, you sell immediately return the Septement to any locations) and obtaind any contents) we may designate in the continental United States The Septement must be propely packed for objected in accordance with the menufactures' reconvenedations or specifications, designations of the secretarion with the prospect titled Line Maintenance and installation, and in "swarps Salestanto Condition". Yet recognished Condition "means that all of the Septement is because the conditions of the secretarion of the

ARTICLE 2A STATEMENT: YOU AGREE THAT IF ARTICLE 2A OF THE UNIFORM COMMISSION. CODE IS SEENED TO APPLY TO THIS RENTAL, THIS RENTAL WILL BE COMMISSION A PRIMACE LEASE THEREUNDER. YOU WAIVE YOUR RIGHTS AND RENEDIES UNDER ARTICLE

APPLIGHELE LAME. You understand that the digatorment every be purchased for cash or it may be remain. By eighing this Rental, you actoortedge that you have chosen to rent the Eightment from its for the term of this Rental, and that you have agreed to pay the specified Rental Phymost and other has described became. We both intend to comply with applicable laws. If it is determined that your feater Rental Phymostr results in a paymost greater than sucult to allowed by applicable law then any extenses estimated by ut wif be applied to any outstanding belance the end owing under the Rental we owned the two charge or recorder or the top lay any extenses and understanding the applicable law. This agreement shall be governed by, constitued and estimated in associations with the beauting the first proceeding offices are invaled or, if this Leave is assigned by flexible, the State is which the resultandor of lingual actions coloring to this Leave shall be venued authority in a case or federal court leasted within that State, such sould be because at flexible or flexible and engineer's polescent of the state, such sould be because at flexible or flexible and such process of the state of the state or federal court leasted within that State, such sould be because at flexible or flexible and such process and purpose and such as the such sould be because at flexible or flexible such as the such as the such sould be such as the such as the such as the such sould be such as the such sould be such as the such

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OTHER CONDITIONS: You understand and agree that:

YOUR DUTY TO MAKE THE RENTAL PAYMENTS IS LINCONDITIONAL DESPITE EQUIPMENT PACLINE, BASKADE, LODG OR ANY OTHER PROBLEM. RENTER IS RENTING THE SOLIPMENT AS IT, WITHOUT ANY WARRANTER. SPREAM OR REPLIES. NOLLDING WARRANTER OF INFROMENTABLETY OR PITTEES FOR A PARTICULAR PURPOSE IN COMMISSION WITH THES ABRESSMENT, If the Englement does not work as represented by the manufacturer or capation, or If the Spalement in warranteriory for any resear, your will make any bask idden colory of If the Spalement in warranteriory for any resear, you will make any bask idden colory against the manufacturer or supplier or other person and will make no claim against us.

If any tame of this Nortel corrilate with any law in a state where the Revest is to be critereed. Heat the conflicting farm shall be out and said to the extent of the conflict but this will not invalidate the rest of this Serial.

HO WARRANTEE: We are renting the Equipment to you "AS IS", WE MAKE NO WARRANTEES, EXPENSES OR MINISTREES, INCLUDING WARRANTEES OF MERCHANTABILITY OR PITNESS POR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Results of warrantee, if any, made by menefacturer or supplier to us. We are not liable to you for any conditionation or resolutions of supplier or menchanter resources. You again to destine making payments to us under this flusted reportless of any above your against the couples or menufacturer. WILL WARE ARY RESULTS WHICH WOLLD ALLOW YOU TO! (b) cannot or reportless the Renting (d) migot or reveals acceptance of the Equipment; (d) make a acceptance of the Equipment; (d) accept partial delivery of the Equipment; (e) "accept" by making any purchase or Rentist of substitute Equipment; and (f) eack apositio performance against us.

YOU INCOMESTAND THAT ANY ASSIGNMEN IS A SEPARATE AND PROPERSONAL COMPANY FROM REPTORMANUFACTURER AND THAT METHER WE NOR ANY GIVER PERSON IS THE ASSISTED ASSIST. YOU AGREE THAT NO REPRESENTATION, GLARASTEE OR WARRACTER OF THE REPTOR OF ASSISTED ANY ASSISTED, AND ASSISTED ASSISTED ANY ASSISTED OR ANY OTHER PERSON WILL EXCUSE YOUR GRUDATIONS TO ANY

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Drastically Reducing Technology Costs

Corporate Headquarters:

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fax 866.742.6678

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Columbus Cincinnati

Indianapolis

New Orleans

Sacramento

Nashville

Greensboro

Raleigh

Milwaukee Jacksonville

Austin

San Antonio Salt Lake City

Louisvilla

Memphis

EXHIBIT B

NOTICE OF ASSIGNMENT

United Business & Industrial Federal Credit Union 120 Woodford Ave Plainville, CT 06062

Re: Agreement No. 21999102, dated December 12, 2003.

We appreciate serving you as a valued NorVergence customer and would like to advise you that the above referenced agreement has been transferred to IFC Credit Corporation ("IFC"). All terms and conditions remain unchanged with the exception that beginning with your first rental payment due you are to make your contract payments to IFC as follows:

> **IFC Credit Corporation** 8700 Waukegan Road Suite 100 Morton Grove, Illinois 60053

This letter confirms that the agreement commenced on January 9, 2004 and is for a term of 60 months. There are 60 monthly payments remaining each in the amount of \$390.01, plus applicable taxes. The first payment is due on April 25, 2004.

In addition please update your insurance to reflect IFC Credit Corporation as loss payee and additional insured and forward a certificate of insurance to:

> IFC Credit Corporation 8700 Waukegan Road Suite 100 Morton Grove, Illinois 60053 ATTN: Insurance Dept.

If you have any questions, please do not hesitate to call.

Sincerely,

NorVergence, Inc.

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State County St	Equipment Rental	Agreement				Renta	Number_	2414	<u> 2017</u>
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Transporter Name	Newark	N	Espex	67102	1	1		1	1
Dear Customer. We've written this Equipment Revital Agreement (the "Tental") in simple and easy-to-road language because we want you to understand its fearlab carefully and lead free to ask us any questions you may have about it. We use the world you and you agree to ment to sol us any questions you may have about it. We use the world you and you agree to rent to you and you agree to rent from us the Equipment stated below (the "Equipment"). You promise to pay us the Rental Payments about below about it. We use the world you and you agree to rent to you and you agree to rent to you and you agree to rent to you and you agree to rent from us the Equipment stated below (the "Equipment"). You promise to pay us the Rental Payments about below about it is a series of the payment stated below. Equipment blood on the rent payment is desired. I would be a series of the payment stated below. But County 2s Code Rentr Counted Nerve Takephane Number Temperature Location (if different from Renter address above) RENTAL TERM 60 Months Transaction Terms: Rental Payment \$-578-748 (plus applicable taxes) Final cacked the first payment is due approximately 50 days after date of accoptance. The payment short does may not include any applicable for a my any one of the payment and the state of the state of the payment and the state of the payment is due approximately 50 days after date of accoptance. The payment short does may not include any applicable taxes of the state of the state of the payment is due approximately 50 days after date of accoptance. The payment shows a common reasonal and transaction of the behand on the date of the state of the payment of the state of the payment is due approximately 50 days after date of accoptance. The payment shows and conditions attems shows and the reverse show in an advantage of the state of the payment of the stat	Talaphone Number		1	<u></u>					
Dear Customer, We've written this Equipment Rental Agreement (the Rental') in ample and eapy-to-read language because we want you to understand its letters. Please read this Rental carefully and feel free to eak us any questions you may have about it. We use the words you and your to mean the Rentan ricidated above. The we, us and our refer to the Rentor indicated harden. Beatlad Agreement Ke agree to prest to you and you mappe to trent from us the Equipment Based below. (In "Equipment"), You promise to pay us the Rental Agreement Ke agree to prest to you and you rappe to trent from us the Equipment Based below. (In "Equipment"), You promise to pay us the Rental Payments shown below according to the payment schedule below. Literatity Equipment Location (if different from Renter address above) I MATRIX TO OO3 County 20 Code Renter Contact Norm Rental Payments Software (follow applicable taxes) Fig. Checked the first payment is due approximately 60 days after date of acceptance. Our payments about above many not include any applicable to taxes) Fig. Checked the first payment is due approximately 60 days after date of acceptance. Our payments about above many not include any applicable for the sent and use of the sent payment is due approximately 60 days after date of acceptance. Our payments about above many not include any applicable for the sent and use of the sent payment is due approximately 60 days after date of acceptance. Our payments about above many not include any applicable for the sent and use of the sent payment is due approximately 60 days after date of acceptance. Our payments about above many not include any applicable for the sent and use of the sent payment is due approximately 60 days after date of acceptance. Our payments about any not payment above any not include any applicable for any of the final sent and acceptance of any the include any applicable and acceptance of any of the final sent and acceptance of any of the final sent and acceptance of any of the final sent and acceptance	873 - 942 -7800				, —, —, —, —, —, —, —, —, —, —, —, —, —,			3000	
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Equipment to be new unless otherwise noted: Used _ Reconditioned _ Cauchy	indicated above. The we	us and our refer	to the Rentor in	k us any questions yo idicated herein.	ou may have abo	ut it. We use the wo	rds you and you	ur to mean ti	ne Renter
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Equipment Rental (continued)

RENT/TERM OF RENTAL: You agree to pay us the amount specified in this Plantal as the Rental Psystem (plus any applicable times) when each payment is due. Your acceptance of the Equipment will be conclusively and inevocably established upon the receipt by as of your confirmation invalled or written) of each ecceptance. However, if you have not previously as will confirmation of acceptance or provided us with vertices action of non-acceptance of the Equipment, in either case, within 10 days after delivery of the Equipment and in hervocably acceptance the Equipment and to have authorized us to pay for the Equipment. The term of this Rental largins as a date designated by us after receipt of all required decentration and acceptance by us (Commencement Desta) and continues for the render of months destinated as "Rental Term" on the face of this flexibil. The Rental Psymente are psymble in advance perfodically as stated in or or any actualists of the Rental Psyment in the arcount of the Rental psyment for each day from and including the Effective Date (which shall be the date the Equipment to installed") until the day preceding the Conveniencement Date.

PAYMENT: You extherize us to change the Rental Payment by not more than 10% due to changes in the Equipment configuration, which may accur prior to our acceptance of this Rental. Restrictive enforcements on chaotic you send to us will not reduce your obligations to us. Whenever any Restrictive Payment or other payment is not made when due, you agree to pay two, within one mendil, a late change of the greater of ten percent (10%) of the payment or \$30.00 for each delayed payment for our laterand operating experience artisting on a required expected delayed payment, but only to the each delayed payment, but only to the

LOCATION AND OWNERSHIP OF EQUIPMENT: You will keep and use the Equipment only at the Equipment location address." You agree that the Equipment will not be removed from that address unless you get our written permission in advenue to move it. You agree to pay the costs income to verify installation of the Equipment prior to convenencement or during the series of the Restal. We are

Uses, MARYTEMANCE AND INSTALLATION: You are responsible for protecting the Equipment from deringe except for ordinary weer and level and from any other find of loss while you have the Equipment in deringed or lost, you agree to continue to pay earl. You will not reserve the Equipment from the Equipment location without our advence written consent. You will give us responsible access to the Equipment location so that we can check the Equipment's estimation, condition and proper maintenance. You will use the Equipment in the marrier for which it was intended, as required by all applicable manuscia and instructions and heap it digitals for any exercited currently certification end/or stendard, full service maintenance control. At your own cost and appears, you will keep the Equipment in good repair, condition and working order, ordinary sear and large account of the Equipment in good repair, condition and working order, ordinary sear and large account of the Equipment in good repair.

PREDELIVERY OP EQUIPMENT; RESNEWAL; You shall provide us with written notice, by eardined mest, even not less than 130 days nor more than 180 days prior to the expiration of the Rental Term or our insention attitudes at the expiration of the Rental Term of your intention attitudes active to associate any option to purchase all but not less than all of the Equipment if we generally contain the expiration of the original or any renewal term. If you elect to return the Equipment to us at the expiration of the original or any renewal term. If you elect to return the Equipment to us at the expiration of the original renewal term of the Rental or return the Equipment in the Equipment and the Equipment of the original Rental for exceeded whether testing from you of your lateralism to purchase or return the Equipment, the Rental will entered by Rental in renewal on expect product commencing at the substration of the original Rental Term. If the Rental is renewal, the first renewal payment will be due the first day effect the original Rental Term applied. Any exactly deposit heaft by as shell continue to be held to accure your performance for the renewal payment of the renewal payment of the renewal payment will be due the first day effect the original Rental Term.

LOSS; DAMARIE; INSURANCE: You are responsible for and accept the risk of loss or damage to the Equipment. You agree to lesep the Equipment heured against all risks of loss in an amount at least squal to the replacement oct until the Pertail is paid in full and will let us as loss payes. You will also carry public fability insurance with respect to the Equipment and the use thereof and name us as additional insurancy. You will give us written proof of this insurance baffers this Pertail Term begins. You agree to proceptly notify as in writing or any loss or destruction or demage to the Equipment and you will, at our aption, (a) repair the Equipment to good condition and writing order, do replace the Equipment with line Equipment in good repair, condition and writing order, acceptable to us and transfer clear title to such replacement Equipment to us, such Equipment with line Equipment in good repair, overdition and writing enter, acceptable to use and temperature received the Equipment for the full flants! term plus the estimated Fair Martiet Value of the Equipment at the ead of the originally scheduled flants! term, all discounted at the percent (%) per year whereupon the substitute shall termballs. All precesses of insurance received by its as a result of such ious or dismage of year obligations. If YOU DO NOT GIVE US PROOF OF PHYSICAL DAMAGE INSURANCE AND CHARGE YOU A FEE FOR IT, On WHICH WE MAY MAKE A PROFIT, OR WE MAY DON A PEE FOR IT OF REQUESTING FOR PHYSICAL DAMAGE INSURANCE AND CHARGE YOU A FEE FOR IT ON WHICH WE MAY MAKE A PROFIT OR WE MAY HAVE SOR DONE OF PHYSICAL DAMAGE INSURANCE INCURANCE ON VOU.

ASSEGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSPER, ABSIGN OR SUSPENT THE SQUEFMENT OR THE RENTAL. We may self, easign or transfer all or any part of this fluxual ander the Septement without notifying you. The asser covers will have the asser rights that we have, but not our shiplisters. You agree you will not secont against the new owner any claims, defenses or sub-offs that you may have against us.

TAXES AND PIECE: You agree to pay when due all seles and use toxes, personal property teses and other toxes and charges, floance and registration floor, relating to the ownership, leading, revisit, sale, purchase, presessation or use of the Equipment as part of this Florida or as billiod by us. Yest agree to pay us any estimated leans when we request payment. You agree that if we pay any teses or onlying an your pleafel it excess of the estimated teses previously collected, you state flowerships as for all such payments and shell pay us a late charge (as described in the perspect) the float payments if application with the next payment. You agree to pay us a monthly fee up to one hundred and fifty thouseadths of one percent (.150%) of the original Equipment cost to reinhause us for our costs of preparing, reviewing and fifting any such returns. You agree, end we have the right to (ii) ill monthly the estimated applicable personal property taxes together with the fees describe herein and (ii) till any sensating estimated amount due upon assessment of such taxes, without regard to see any document for the purpose of such filling, so long as the filling does not interture with year right to use the Equipment. We may charge you and you shall pay to us a one time administrate fee of up to the test experience. We may charge you and you shall pay to us a one time administrate fee of up other fees incurred by us.

LIABILITY: We are not responsible for any issues or injuries caused by the installation or use of the Equipment. You agree to reimburie us for and to defend us against any claims for the losses or injuries caused by the Equipment.

DEFAULT: Each of the following is a "Default" under this Rental: (a) you fall to pay any Rental Payment or any other payment when due, (b) you fall to perform any of your other obligations under the Rental or in any other agreement with us or with any of our stillates, and this fallus continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, you fail to pay your distin as they mature, you assign your assets for the benefit of your creditors, or you enter (voluntarity or throutestey) any benievably or or evorgenization proceeding, or (d) any of the families of the disease of perform its obligations under the guaranty, or becomes subject to one of the events listed above.

PRESENCE: If a Claticula coours, we may do one or more of the following: (A) cancel or terminate this final or says or all other agreements that we have extered into with you; (b) require you to insteadibly pay us, as companion for loss of our begain and and as a penalty, a semi-equal to (i) of amounts that she she water this Perint plus, (i) all impath Resett Perinters for the remainder of the term plus ser amount; (c) deliver the Equipment to us as set forth in the paragraph titled Penturn of Equipment; (d) pencertally reposses the Equipment whitcut court order and you tell not really any obtains equality and character or remains any other reason; and (e) enterties any other region or remains any other state any other state or or remains any extensive attention at terminating the court of the Equipment, we may not or remains any other research and one of the Equipment, we may not or remains any other research to the sale of enterting our rights gray, including removable attentions of the first order of each. If we take possessing our rights explained, we may not or otherwise dispose of the first order of each. If we take possessing the extraorder to the enterties of the enter

BOSHITY OEPOBIT: We will retain any required accountly depeak to ensure your performance of your bilgations. Any accountly deposit is non-interest bearing. We may, but are not obligated to, apply any southly depeak to cure any defeat by you, in which event you will promptly realizes any amount a policy. If you are not in defeat, any excurity deposit will be retained to you within 80 days after the and if the original or renewal Rental Turns (or as otherwise required by applicable law), or all your realize was may apply the security deposit terrande your purchase of the Equipment (if we grant you a

RETURNS OF BOUNTMENT: If (a) a circlest ecours, or (b) you do not purchase the Equipment at the end of the Flantat Term, you will increase reten the Equipment to any focation(s) and aboard any carrier(s) we may designes in the continental United States The Equipment must be preparly packed for adjuncent in accordance with the manufacture's reconveniental or epochicitions, freight properties and insurement in accordance with the perspects tilled the Meintennees and institution, and in "guerage Salesbia Condition". "Average Salesbia Condition" swams that all of the Equipment is invanidably available for use by a third party beyon, user or Rester, other than yourself, without the receditor average repet or substainment. All Equipment must be fine of marriage, You will spy us for any relating or desirable parts or economicity, including resource and Economic Vous will continue to pay Flantat Payments until the Equipment as received and accordance by ex.

ARTICLE 2A STATEMENT: YOU AGREE THAT IF ARTICLE 2A OF THE LIMPORM COMMERCIAL CODE IS DESIRED TO APPLY TO THE RENTAL, THIS RESITAL WILL BE COMMORTED A PRIANCE TARRESTRICK. YOU WAY! YOUR MONTS AND REMEDIES UNDER ARTICLE 2A 47% UCC.

APPLECABLE LAMP. You understand that the Equipment may be purchased for cash or it may be rested. By signing this Rested, you acknowledge that you have chosen to rent the Equipment from us for the term of this Fiented, and that you have agreed to pay the specified Rested Payment and other loss described fresten. We both trained to camply with applicable laws. It is determined that your Rested Payment results in a payment greater than would be oflowed by applicable law, then any assume askeducing us will be applied to any automacing betternine due and owing under the Reviet, no event will use change or receive or will you pay say amounts in excess of that allowed by applicable law. This agreement sted to generated by, constituted and onforced in accordance with the laws of the State in which floriter's privalegal offices are leasted or, if this Lasen in analyses the State in which the acategorary privalegal offices are leasted, without regard to such States delete of the considerations and oil legal outless soluting to this Lasen the acategorary privales of within the laws, such over the be chosen at Rester or States's acategorary note option. You hereally under eight to a trial by jury in any leasted in any way celesting to this rental.

OTHER CONDITIONS: You understand and agree that:

YOUR BUTY TO MAKE THE RENTAL PAYMENTS IS UNCONDITIONAL DESPITE EQUIPMENT FALLINE, DAMAGE, LOSS OR ANY OTHER PROBLEM, RESITER IS RENTING THE SOURPMENT TAS ST., WITHOUT ANY WASPLANTIES, ESPECIES OR SEPLED, SIGLADORO WASPLANTIES THE MEMORANTICATION OF CONSISTENT WITH THE ASSESSMENT, If the Equipment does not work as represented by the manufacturer or supplier or any other parton falls to provide burviou or indistance, or if the standardshore or supplier or any other parton falls to provide burvious or indistance, or if the Engipment is unselfectiony for any resease, you will make any such claim solely against the manufacturer or supplier or other person and will make no claim against us.

If any term of this Revisi conflicts with any law it a state where the Revisi it to be enforced, then the conflicting term shall be not and valid to the estant of the conflict but this will not invalidate the rest of this Revisi.

460 WARRANTEES: We are runting the Signiformal to you, "AS IS". WE MAKE NO WARRANTEES, EXPENSING OR BIPLIED, BACLUDING WARRANTEES OF MERCHANTABILITY OR PITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS ASSISTANCE. WE wanted to you for the target of this Bendal of warrantee, it very made by manufacturer or appeller to us We are not light to your for the warrantee. We are not light to your for any assessing expension of expensions of expensions of any element. Your pages to exceptions residence making populations to us under the Paratial reparties of any element you may have applicable the expension of the Signiformatic TOU TO: (a) annual or repudied the Rental (b) reject or sevens acceptance of the Signiformatic (c) grant a country interest in the Equipment; (d) accept partial delivery of the Signiformatic, (e) grant a country interest in the Equipment; (d) accept partial delivery of the Signiformatic, (e) prant a country interest in the Equipment; (d) accept partial delivery of the Signiformatic, (e) prantice application of purchases of Paratial of explanitude Equipment; and (f) accept appendix partial delivery of the Signiformatic, (e) prantice application of purchases of Paratial of explanitude Equipment; and (f) accept appendix performance application.

YOU UNDERSTAND THAT ANY ASSIGNEE IS A SEPARATE AND INDEPENDENT COMPANY FROM RESTYDMINAMAPACTURER AND THAT NETHING WE NOR ANY OTHER PERSON IS THE ASSISTANCE, A ASSIST, YOU ASSESS THAT NO REPRESENTATION, QUARANTEE OR WARRANT OF THE PERSON IS BRIDING ON ANY ASSISTANCE, AND NO BREACH BY RENTOR OR ANY OTHER PERSON WILL EXCUSE YOUR DBLIGATIONS TO ANY



Drastically Reducing Technology Costs

Corporate Headquarters:

NorVergence Inc. 550 Broad Street 3rd floor Newark, N.J. 07102

voice 866.846.6676 fax 866.742.6678

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Indianapolis

New Orleans

Sacramento Nashville

Greensboro

Raleigh

Milwaukee

Jacksonville

Austin

San Antonio

Salt Lake City

Memphis

Louisville

EXHIBIT B

NOTICE OF ASSIGNMENT

United Business & Industrial Federal Credit Union 120 Woodland Avenue Plainville, CT 06062

Re: Agreement No. 21999103 dated December 12, 2003.

We appreciate serving you as a valued NorVergence customer and would like to advise you that the above referenced agreement has been transferred to IFC Credit Corporation ("IFC"). All terms and conditions remain unchanged with the exception that beginning with your first rental payment due you are to make your contract payments to IFC as follows:

IFC Credit Corporation 8700 Waukegan Road Suite 100 Morton Grove, Illinois 60053

This letter confirms that the agreement commenced on January 9, 2004 and is for a term of 60 months. There are 60 monthly payments remaining each in the amount of \$390.01, plus applicable taxes. The first payment is due on April 25, 2004.

In addition please update your insurance to reflect IFC Credit Corporation as loss payee and additional insured and forward a certificate of insurance to:

IFC Credit Corporation 8700 Waukegan Road Suite 100 Morton Grove, Illinois 60053 ATTN: Insurance Dept.

If you have any questions, please do not hesitate to call.

Sincerely,

NorVergence, Inc.

Rental Number 21999 104

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Transi	action Terms: Rental Pays	ment \$ G T	9.75 (pius appiica		curity Deposit \$ §		proximately 60 days after date of acceptance.
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Accen	ted on behalf of Rentor on:	. 1-	12-2004		Name (print) _	MICHHE	EL KNURFK
rwep	ted on Design of Reside Co.					12/12/03	CIO
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You a	gree that a facsimile cop	y of this	Rental bearing si	gnatures may be	treated as an or	iginal.	
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Queren	ty: In this gueranty, you means the	person(s) m	siding the guaranty, and	we, us and our roler to	the Renter Indicated at	gue. You will uncondition	maily, jointly and severethy guarantee that the Renter will Renter and us (the "agreement(s)") when they are due and way will add be resonable for those payment and other
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Equipment Rental (continued)

RENT/TERM OF RENTAL: You agree to pay us the amount specified in the Rental as the Rental Payment (plus any applicable taxes) when each payment is due, Your acceptance of the Equipment will be conclusively and invencely established upon the receipt by us of your continuous of sent paying or written) of sent acceptance, fromewor, if you have not provided us with center case, which is a provided as with center notice of non-acceptances of the Equipment, in other case, within the department of acceptances of the Equipment and invencely accepted the Equipment and in have authorized us to say for the Equipment. The term of this flents begins on a date designated by us after seeigh of all required commentation and acceptance by us (Commencement Date) and continues for the number of enority designated as "Rental Trent" on the flent of this Rental. The Rental Payments are payeded in advance particularly as stated in or as any exhected to this Rental. The Rental Payments are payeded in advance particularly as stated in or as any exhected to the Rental Trent on the flent of the Rental Trent on the flent of the Rental Trent or the Rental

PAYMENT: You authorize us to change the Flantal Payment by not more than 13% due to changes in the Equipment configuration, which may occur prior to our ecceptance of this Floridi. Floridishe entonements on checks you send to us will not reduce your obligations to us. Whenever any fluridish Payment or other payment is not made when due, you agree to pay us, within one ments, a time change of the greater of ten personal (10%) of the payment or \$20.00 to each change appearant for our internal operating expanses artising as a result of each delayed payment, but only to the

LOCATION AND OWNERSHIP OF EQUIPMENT: You will keep and use the Equipment only at 'the Equipment location address." You agree that the Equipment will not be removed from that address unless you get our william permission in advance to move it. You agree to pay the costs thousand by us to verify intelligiation of the Equipment prior to conventionment or during the term of the Rental. We set the owner of the Equipment and have this to the Equipment.

Use, MAINTENANCE AND WESTALL.ATTORC You are responsible for protecting the Equipment from derings except for ordinary wear and feer and from any other title of fees while you have the Equipment. If the Equipment is deringed or test, you agree to continue to pay earl. You will not move the Equipment from the Equipment form to be the equipment form the Equipment form the Equipment form the Equipment form the Equipment for which a the resonance or office and open the Equipment for which it was intended, as measured by all application remains and instructions and image it edigits for my neuroscientures continued to graph and the experiment of the continued of the experiment of the experiment.

REDISLIVERY OF SQUIPMENT; RENEWAL: You shall provide us with entern notice, by cardiary real, seet not less than 120 days are more than 160 days prior to the expiration of the Rental Tarm or any reasonal Rental Tarm of your intention either to emercies any option to purchase all but not less than as of the Equipment for an east you such an aption) or cancel the Rental and extent than Equipment to as at the end of the Rental Term. If you elect to return the Equipment to a set the expiration of the Partial of the Rental Term. If you elect to return the Equipment is a coordinate with the paragraph that Restum of Equipment, if we have not receive the Equipment in econordinate with the paragraph that Restum of Equipment, it we have not received within action from you of your invention to purchase or return the Equipment, the Rental wife automatically renew for successfully one-year particle commencing at the expiration of the original Rental Term expired. Any accurately deposit level by an shall continue to be held to secure your performance for the reversel particl.

pariod.

LOSS; DAMARS; INSURANCE: You are responsible for and accept the risk of fose or damage to the Equipment. Your agree to lose the Equipment issued against all risks of lose in an amount at least equal to the replacement cost until the Rental is paid in full and will list use as from pays. You will also only public fielding insurance with respect to the Equipment and the use fremed and sense us as additional insurance. You will give us written proof of the leavement before the Runfall Term begins. You agree to promptly needly as in writing of any fees or destination of damage to the Equipment and you will, at one spline, (a) replace the Equipment and post operation and working order, cooperation and working order, acceptation to us such appears with the Eguipment in good speak, condition and working order, acceptation to us and transfer clear title to such replacement Equipment to us, such Equipment while the total of all unpaid Rental and to deemed the Equipment, of (c) pay to us the present value of the total of all unpaid Rental Payments for the full Rental term plus the autinated Fair Merical Value of the Equipment at the and of the originally scheduled Rental term, all decounted at the persons (%) per your relative products and a restal of such ions or denies will be applied. Where applicable, toward the repartment of the Equipment or the Equipment of your obligations. If YOU DO NOT GIVE US PROOF OF PHYSICAL DAMAGE INSURANCE, WE MAY GUT WILL NOT SE OBLIGATED TO) OSTAIN OTHER PHYSICAL DAMAGE INSURANCE, WE MAY GUT WILL NOT SE OBLIGATED TO) OSTAIN OTHER PHYSICAL DAMAGE INSURANCE. WE MAY GUT WILL NOT SE OBLIGATED TO) OSTAIN OTHER PHYSICAL DAMAGE INSURANCE. WE MAY GUT WILL NOT SE OBLIGATED TO SAS WELL, All TO COVER OUR NODEASED INTERNAL OVERHIELD COSTS OF REQUESTING PROOF OF PHYSICAL DAMAGE INSURANCE PROM YOU. Assessment: YOU MAY NOT BELL. PLEEDE. TRANSPIRE, ASSIGN OR GUSSIANT.

ASSIGNMENT: YOU MAY NOT BELL, PLEIDGE, TRANSPER, ARBIGIN OR SUBMENT THE EQUIPMENT OR THIS RENTAL, We may sell, assign or branche all or any part of this Rental andler the figulament without motifying you. The now output will have the name rights that we have, but not our obligations. You agains you will not assert against the name corner any claims, deferroes or set-offs that you may have against us.

TAXES AND PEEE: You agree to pey when due all select and use times, personal property times and of other taxes and charges, ficance and registration fees, relating to the connecting, leading, select, personal property times and additional personal property times and additional personal property times and applicable are selected by the time agree to pay us any administration or use of the Equipment and personal confidence, you shall retribute use to still such polyments and shall pay us a late charge (as described in the paragraph filed Phyment) or charges on your deviate in smoote of the estimated times previously collected, you shall retribute use to the such polyments if applicable with the next payment. You agree to pay us a monthly fee up to one hundred and fifty thousendies of one percent (1.180%) of the original Equipment cost to retribute us for our costs of property, reviewing and filing any such returns. You agree, and we have the right to (I) introduced the estimated applicable personal property teams begular with the fees described by the statistical applicable personal property teams begular with the fees described in the filing between the register to stay document for the purpose of each filing, so lengt as the filing does not intentieve the right to sell the Equipment. We may charge you and you shalf pay to us a one time administrative fine of up to \$75.00 to relativate us to documentation and investigation costs. You also gree to pay us for any filing and reserve intention that the revealing the property of the reserve to the reserve these incurred by us.

LIMBESTY: We are not responsible for any leases or injuries caused by the installation or use of the Equipment. You agree to releasingle us far and by defend us against any stellars for the leases or injuries caused by the Equipment.

DEFAULT: Each of the following is a "Default" under this Rental: (a) you fell to pay any Rental Peyment or any other payment when due, (b) you fell to perform any of your other obligations under this Rental or in any other agreement with us or with any of our efficience, and this feature continues for 10 days effer we have notified you of it. (a) you become insolvent, you discolve or are dissolved, you sail to pay your design as they makes, you saign your sevent for the benefit of your condition, you arise (voluntably or twoountsety) any bentruptcy or reorganization proceeding, or (d) any generator of this Pental diss, does not perform its obligations under the guaranty, or becomes subject to one of the events tetal above.

Administration of a Default occurs, we many do one or more of the following: (a) carcoal or terminate this financial or any or off other agreements that we have entered that with you; (b) require you to invanishing pay us, an compensation for these of our languals and not an a precelly, a same equal to () of security the filter date senter this financia plan, (ii) of support Rentil Poyments for the terminate of the terminate that extends the control of the terminate of the term

THE SHEET CHAIT: We self-retain any required excestly deposit to encous your parlameness of your subjections. Any secondly deposit is con-inserted baseling. We may, but are not estigated to, apply any secondly deposit to some any defeat by you, it which event you will promptly section any amount so applied. If you are not in defeat, any security deposit will be extend to you within 60 days after the end of the entyried or received Partial Term (or as ellements required by applicable land, or at your desirables nor may apply the security deposit towards your punchase of the Equipment (if we great you a particless option)

PREVIEW OF GOLDENBERT: If (a) a default occurs, or the you do not purchase the Equipment at the unit of the Festival Term, you will investigately entern the Equipment to any localizately and aboard any curricular way to may designate in the continental United States The Equipment must be properly pooled or displayment in accordance with the neuroscalarity responsible or appoint properly properly and instead, maintained in accordance with the paragraph titled Use Maintained and installation, and in "average Scientists Contilion" means that at of the Equipment is installating auxiliating an administration of the party begins user or Restlar, other than yourself, without the result for any report or entirelyment. All Equipment must be true of markegit. You will pay us for any stating an administration or accessories, including amounts and European. You will not proposely Restlat Represents until the Equipment is received and accepted by my.

APTICLE SA STATEMENT: YOU AGREE THAT IF ARTICLE SA OF THE UNIFORM COMMISCIAL CODE IS TERRED TO AFFLY TO THIS MENTAL, THIS PERITAL WILL BE COMMISCIAL A PRIVATE LEASE THEREUNDER. YOU WAVE YOUR MIGHTS AND REMEDIES UNDER ARTICLE SA IT IS UCC.

APPLICABILE LABY. You understand that the Equipment truly be purchased for each or it may be credited. By digning this Florital, you acknowledge that you know choose to rent the Equipment from us for the time of the Florital, and that you have agreed to pay the quadded florital Payment and other faces described herest. We both intend to comply with applicable laws. It is described the your processes collected by an will be applied to any extracting believes due and overing under the Florital. In an extend the year will not applied to any extracting believes due and overing under the Florital. In an extend the control of that allowed by applicable have a fine florital to extend out the florital law of the florital tracking applicable of the service of the florital tracking the florital tracking the florital tracking applicable of the service of the florital tracking the service of the florital tracking and the service of the service of the florital tracking the service of florital tracking tracking the service of florital tracking the service of the service of florital tracking the service of florital tracking the service of florital tracking the florital tracking to the contact tracking the service of florital tracking to the contact tracking to the contact tracking to the contact tracking the tracking to the contact.

ADDITIONAL GENYCES: To request opins of year billing or payment history or for other information or survivinit with respect to your Fundal, places contact us. You will be changed a resconsible fee for thath exploses.

OTHER CONDITIONS: You understand and agree that:

YOUR SUTY TO MAKE THE RENTAL PAYMENTS IN IMMONISTICAL DESPITE EQUIPMENT FAILURE, DAMAGE, LOSS OR ARY OTHER PROBLEM, RENTER IS REPTING THE EQUIPMENT FAILURE, DAMAGE, LOSS OR ARY OTHER PROBLEM, RENTER IS REPTING THE GOVERNMENT AND WARRANTING OF CHIRALIPANCE OF REPAIR OF PARTICULAR PURPOSE OF COMMETTION WITH THE ASPERMENT. If the Equipment does not work as represented by the manufacturer or supplier, or if the Equipment dees not work as represented by the manufacturer or supplier, or if the Equipment deep or any other person like to provide service or indicators, or if the Equipment is untailefunctory for any reason, you will make any such allow safely against the manufacturer or supplier or other passen and will make an old in against us.

If any high of this flesser condition with any low in a state where the flesses in to be enforced, that the describeing term whall be seen and and valid in the extent of the conditiot but this will not immiliting the rest of this fluency.

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BY THE RESTOR OR ANY OTHER PERSON IS DEDUCED ON ASSOCIACE, AND REACH
BY RESTOR OR ANY OTHER PERSON WILL EXCUSE YOUR OBLIGATIONS TO ANY
ASSOCIACE.

Renter: Please initial if autoriting via facultule.



Drastically Fleducing Technology Costs

Corporate Headquarters:

NorVergence Inc. 550 Broad Street 3rd floor Newark, N.J. 07102

voice 666,848,6678 fax 666,742,6676

www.NorVergence.com

Field Offices: New York

Los Angeles

Chicago Washington D.C.

Atlanta

Philadelphia Houston

Detroit

Roston Dallas

Miami

Tampa

St. Louis Pittsburgh

Qaldend

San Francisco

Riverside

Cleveland

Orlando

Kansas City

Charlotte

San Jose Ft Worth

Columbus

Cincinnati

Indianapolis New Orleans

Secremento

Nashville

Greensboro

Raleigh

Milwaukee

Jacksonville

Austin

San Amonio

Saft Lake City

Memphis Louisville **EXHIBIT B**

NOTICE OF ASSIGNMENT

United Business & Industrial Federal Credit Union 120 Woodford Ave

Plainville, CT 06062

Re: Agreement No. 21999104, dated December 12, 2003.

We appreciate serving you as a valued NorVergence customer and would like to advise you that the above referenced agreement has been transferred to IFC Credit Corporation ("IFC"). All terms and conditions remain unchanged with the exception that beginning with your first rental payment due you are to make your contract payments to IFC as follows:

> IFC Credit Corporation 8700 Waukegan Road Suite 100 Morton Grove, Illinois 60053

This letter confirms that the agreement commenced on January 9, 2004 and is for a term of 60 months. There are 60 monthly payments remaining each in the amount of \$390.01, plus applicable taxes. The first payment is due on April 25, 2004.

In addition please update your insurance to reflect IFC Credit Corporation as loss payee and additional insured and forward a certificate of insurance to:

> IFC Credit Corporation 8700 Waukegan Road Suite 100 Morton Grove, Illinois 60053 ATTN: Insurance Dept.

If you have any questions, please do not hesitate to call.

Sincerely,

NorVergence, Inc.

Equipment Rental Agree				1. NO 54404		
	ement			Table 1 State	Rental Numi	mr 21999105
Rentor (Full Legal Name)	··		<u> </u>	Contact Publicage	tone)	
Norvergence, Inc				IULI B	univers & Industrial	Federal Credit Un
Vidro es				Address		120-114
550 Broad St 3rd Floor				120 Wandlard Ave	•	
Oity	State	County	Zip Car	a City	Supe	County Zip Code
Nowark	1 111	Essex	er102	1	1	1 1
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rainsaction Terms: Rental Pays our payments shown above may not includ thorize us to leavet or correct missing or in to current emount due. It agree to all the terms and conditions shi by by written agreement between you and nity or household purposes. You acknowle by reason whetsoever. In Rental is not binding on us until we accomment, in order to show our interest in the	ie any application of the second telephone and telephone an	2001 2-76 (plus appliance) ble tex. If any tasses estion on the Rental of the reverse side of oral promises which if a copy of this Ren og below. You author	cable taxes) Significant and you estimate us to well send you redice of this Plantal, that those tent are not contained in this tent. Your obligations to ea	pountly Deposit \$ 0 checked the first p to pay the tax when it is each changes. Paymer the and conditions are a ellium fluridi may not be she all fluridi Payment	exyment is due approximately due and agree to reimburse us by add to will be appled first to pust due belon complete and sociative determent of lapsily enforced. You also agree that is for the entire term are not subject	RENTAL TERM 60 Mon- 60 days after date of acceptant ag a charge in your Pental Payment. You one, taken, free and lete oherges, and the our agreement and that they may be modil the Equipment will not be used for person to set off, with holding or deduction fe-
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Equipment Rental (continued)

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PAYMENT: You authorize us to change the Rustel Payment by not more than 15% due to cha the Esploment configuration, which every coose prior to our acceptance of this Rustel. Re undersoments on checks you send to us will not reduce your obligations to us. Whenever any Payment or either payment is not made when the, you agree to pay us, which one serving change of the greater of on personal (VPI) of the payment or SML86 for each delayed prior of one payment, and the payment or SML86 for any enover any flantsi ere murde, a tak

LOCATION AND OWNERSHIP OF EQUIPMENT: You will loop and see the Equipment only Equipment location address." You agree that the Equipment will not be removed from that a unless you get due written permission in advance to soove it. You agree to pay the costs incurre to verify installation of the Equipment, prior to commencement or during the term of the Restall. I the owner of the Equipment and have title to the Equipment.

USE, MARTEMANCE AND BESTALLATION: You are responsible for protecting the Equipment from darrage except for ordinary wear and test and from any other kind of loss while you have the Equipment. If the Equipment is derraged or lest, you agree to continue to pay rent. You will not reuve the Equipment from the Equipment location so that we one check the Equipment settlement, constition and proper maintainance. You will use the Equipment in the manner for which it was hearded, set equipment by all applicable measures and lesses to the equipment of the contract of the equipment of the manner for which it was measured contribution and/or standard, full service resintaneance contract. At your case cost and sequence, you will less the Equipment is good repair, condition and senting order, endings test and test excepted. At superconnect ports and repairs will become our property. You will not make any parmanent effections to the Equipment.

REDIEL/VERY OF EQUIPMENT; PERMEWAL; You shall provide us with written notice, by certified mail, send not less than 120 days nor some than 180 days prior to the explantion of the Flantist Town or your intention either to ensemble any option to perchase all but not less than as of the Equipment of the agency you such an option) or cannot the Flantist and return the Equipment to use at the end of the Flantist Town. If you elect to return the Equipment to us at the end of the Flantist Town. If you also to return the Equipment in accordance with the paragraph titled Results of Equipment, if we have not recovered written notice from you of your intention to purchase or return the Equipment, the Result will automatically return to according one-year periods commencing at the expiration of the original Result Town. If the Restal is returned, the first received payment will be due the first day ether the original Partial Town applied. Any security deposed held by us shall continue to be held to excure your performence for the renewal partial.

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ABBIGHMENT: YOU BEAT NOT SELL, PLEDGE TRANSPER, ABB

ASSIGNMENT: YOU SEAT NOT BELL, PLEIGE, TRANSPER, ASSIGN OR BUSINESS THE EQUIPMENT OR THE RENTAL We may sell, easign or transfer all or any part of this Busines and/or the Epidement editional collision you. The cour owner will have the easer rights that we have, but not our obligations. You agree you will not assert against the cour owner any cidena, defenses or est-offs that you may have against us.

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LIABELTY: We are not respectable for any leases or injuries created by the installation or use of the Equipment. You agree to reimbures as for and to defend us against any claims for the leases or injuries caused by the Equipment.

DEFAULT: Each of the following is a "Default" under this Rental: (a) you fell to pay any Rental Payment or any other payment when due, (b) you fell to perform any of your other obligations under this Rental or in any other agreement with us or with any of our affathes, and this fellum continues for 10 days effer we have notified you of it. (c) you become insolvent, you dissolve or are dissolved, you fell to pay your destin as tively meture, you seeign your essent for the benefit of your credit, or you arise (voluntarily or involuntarily) any benincaploy or reorganization proceeding, or (d) any guessantor of the Rental des. does not perform its obligations under the guesnanty, or becomes subject to one of the events listed above.

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ARTICLE SA STATEMENT: YOU AGREE THAT IF ARTICLE 2A OF THE UNFORM COMMUNICAL CODE IF SECRED TO APPLY TO THIS MENTAL, THIS MENTAL WILL BE CONSIDERED A FRANCE LEASE THEREUNDER. YOU WAVE YOUR RIGHTS AND REMEDIES UNDER ARTICLE 2A 4" 6" 80C.

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OTHER COUNTY/ONE: You understand and agree that:

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Drastically Reducing Technology Costs

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Cincinnati

Indianapolis

New Orleans

Sacramento

Nashville

Greensboro Raleigh

Milwaukee

Jacksonville

Austic

San Antonio

Salt Lake City

nt Lake City Memphis

Louisville

EXHIBIT B

NOTICE OF ASSIGNMENT

United Business & Industrial Federal Credit Union 120 Woodland Avenue Plainville, CT 06062

Re: Agreement No. 21999105 dated December 12, 2003.

We appreciate serving you as a valued NorVergence customer and would like to advise you that the above referenced agreement has been transferred to IFC Credit Corporation ("IFC"). All terms and conditions remain unchanged with the exception that beginning with your first rental payment due you are to make your contract payments to IFC as follows:

IFC Credit Corporation 8700 Waukegan Road Suite 100 Morton Grove, Illinois 60053

This letter confirms that the agreement commenced on January 9, 2004 and is for a term of 60 months. There are 60 monthly payments remaining each in the amount of \$390.01, plus applicable taxes. The first payment is due on April 25, 2004.

In addition please update your insurance to reflect IFC Credit Corporation as loss payee and additional insured and forward a certificate of insurance to:

IFC Credit Corporation 8700 Waukegan Road Suite 100 Morton Grove, Illinois 60053 ATTN: Insurance Dept.

If you have any questions, please do not hesitate to call.

Sincerely,

NorVergence, Inc.

JAN. 9.2004 3: BORFM UNITED B&I FOLL

NO.914 P.2

Delivery and Acceptance Certificate

The undersigned certifies that it has received and accepted all the Equipment described in the Equipment Rental Agraement between NorVergence, Inc. (Rantor), and the undersigned <u>Linited Business & Inclustrial Factoral Carell Linites</u> (Rantor) dated <u>12/12/08</u>. The Equipment conforms with our requirements. There are no side agreements or cancellistion clauses given outside the Equipment Restal Agreement.

I have reviewed and I understand all of the terms and conditions of the Equipment Rental Agreement. I AGREE THAT THE MENTAL PAYMENT UNDER THE EQUIPMENT RENTAL AGREEMENT WILL BEGIN SO 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 securences of the Rentor or anyone else. I have had a reasonable opportunity to inspect the goods.

Renter.	United Business & Industrial Fede	Mil Credit Union
Date:	1/9/04	
By:	MICHAEL KNUE	·K
	* Mirland X	
Title:	eIO	
Seris	50308172	2 5450307194
	3 545 030 8	2 5450308198 180
Address:	120 Woodford Ave.	
	Plainville, CT	



JAN. 9.2004 3:00PM UNITED B&I FOLL

NO.914 P.2

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. (Rentar), and the undersigned United Business & Industrial Federal Credit Union (Rentar) dated 12/12/09. The Equipment conforms with our requirements. There are no side agreements or cancellation clauses given outside the Equipment Heutal 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 & DAYS FROM THE DATE OF THIS DELIVERY AND ACCEPTANCE OF THE STATED INITIAL CONTINUE THEREAFTER FOR THE FULL LENGTH OF THE STATED INITIAL TERMS OF THE EQUIPMENT RENTAL AGREEMENT AND IN AGCORDANCE WITH ITS TERMS AND CONDITIONS. I was not induced to sign this by any assurances of the Rentor of anyone else. I have had a reasonable opportunity to inspect the goods.

ronner:	Vince Business & Industrial F	Ederal Credit Liston
Date:	1/9/04	
By:	MICHOEZ KALL	esk
	* Michael 7	
Title:	CIO	
Serie	50308172	2 5450307/94
•	3 545 030 6	2 545030819A
Addiness:	120 Woodford Ave.	
	Plainville, CT	

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. (Rantor), and the undersigned <u>United Business & Inclustral Federal Credit Union</u> (Renter) dated <u>12/12/03</u>. 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 OF 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.

United Business & Industrial Fede	rai Gradit Union
1/9/04	
MICHAEL KALLES	K.
X Michael X	
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	MICHAEL KNURS (Print Name) **Michael Knurs (Bignefüre)

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JAN. 9.2004 3100PM UNITED B&I FOU

NO.914 P.3

Delivery and Acceptance Certificate

The undersigned certifies that it has received and accepted all the Equipment described in the Equipment Rental Agreement between Nurveyence, Inc. (Rentar), and the undersigned United Business & Industrial Federal Court Union (Rentar) dated 12/12/08. 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 SEGIN SO 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 sesurances of the Renter or anyone else. I have had a reasonable opportunity to impact the goods.

KOUST.	United Business & Industrial Powers Const. Const.
Date:	1/9/04
By:	MicHAIL KNUPIK (Proxi Narrie) 2 Michael X (Biggiane)
•	(Print Natrie)
	(Signium)
	· ·
Title:	CIO
Serial #	5450308137/5450308173
	77.5.5.7.7
Address:	40 Chamberline Highway
	Kensington, CT

JAN. 9.2004 3.00PM UNITED B&I FOU

NO.914 P.2

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 <u>United Business & Industrial Federal Coull Union</u> (Renter) dated <u>12/12/08</u>. 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 BEON 80 DAYS FROM THE DATE OF THIS DELIVERY AND ACCEPTANCE CENTIFICATE AND SHALL CONTINUE THEREAFTER FOR THE FULL LENGTH OF THE STATED INITIAL TERMS 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 eige. I have had a reasonable opportunity to inspect the goods.

TOTION.	Union Susmoss & Industrial Federal Credit Union	
Date:	1/9/04	
By:	MICHAEL KNUESK	
	3 Miland X	
Title:	elo	
Seria	50308172 2 5450308	19A
•	\$0308172 2 54503081 3 545 036 81 80	
Address:	120 Woodford Ave.	
	Plainville, CT	