

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

IFC CREDIT CORPORATION, assignee of)
Norvergence, Inc.,)
)
Plaintiff,)
)
v.)
)
UNITED BUSINESS & INDUSTRIAL FEDERAL)
CREDIT UNION,)
)
Defendant.)

Case No. 04 CV 5905

Hon. Matthew Kennelly

FILED

MAR 19 2005

JUDGE MATTHEW F. KENNELLY
UNITED STATES DISTRICT COURT

NOTICE OF FILING

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)

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*
Britta Johnson

SUBSCRIBED AND SWORN to before
me this 18th day of April, 2005.

Rachel McCandless
Notary Public



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FIRST AMENDED COMPLAINT

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

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

JURISDICTION AND VENUE

3. Jurisdiction is appropriate in this Court pursuant to 28 U.S.C. §1332. The parties are citizens of different states and the amount in controversy exceeds \$75,000.00 exclusive of interest and cost.
4. Venue is appropriate in this Court pursuant to 28 U.S.C. §1391 by virtue of the fact 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.

20. 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.

29. 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.

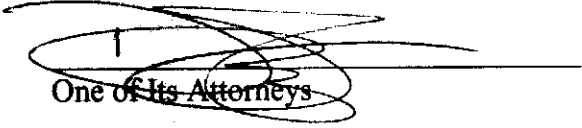
53. UNITED BUSINESS' fraudulent representation in the form of the D and As has damaged IFC, as IFC paid the purchase price of the Lease Agreements to Norvergence and is now forced to litigate this matter.

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 Attorneys

VINCENT T. BORST (ARDC#06192904)
ALEX DARCY (ARDC#06220515)
D. ANN COKER (ARDC#06277270)
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Equipment Rental Agreement

Rental Number 21999101

Renter (Full Legal Name) Norvergence, Inc				Renter (Full Legal Name) <u>United Business & Industrial Federal Credit Union</u>			
Address 550 Broad St 3rd Floor				Address 120 Woodford Ave			
City Newark	State NJ	County Essex	Zip Code 07102	City Plainville	State CT	County Hartford	Zip Code 06062
Telephone Number 973 - 242 -7500				Telephone Number 800-747-4152	Federal Tax ID Number 06-0669735	State of Organization CT	

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

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

Quantity	Equipment Model & Description	Serial Number
1	MATRIX™ 2003 (1 card)	

Equipment to be new unless otherwise noted: Used Reconditioned

Equipment Location (if different from Renter address above)
Address

City State County Zip Code Renter Contact Name Telephone Number

390.01 *JK*

Transaction Terms: Rental Payment \$ ~~576.76~~ (plus applicable taxes)

Security Deposit \$ 0

RENTAL TERM 00 Months

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

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

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

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

THIS RENTAL MAY NOT BE CANCELLED OR TERMINATED EARLY.

Renter: Norvergence, Inc.
By: X *Edward Thomas VP*
Accepted on behalf of Renter on: 1-12-04

Renter United Business & Industrial Federal Credit Union
By: X *Michael Knuerek*
Name (print) MICHAEL KNUEREK
Date/Title: 12/12/03 CIO

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

Guaranty: In this guaranty, you mean the person(s) making the guaranty, and we, us and our refer to the Renter indicated above. You will unconditionally, jointly and severally guarantee that the Renter will make all payments and pay all the other charges required under this Rental and under any other agreement now or hereafter entered into between the Renter and us (the "agreement(s)") when they are due and will perform all other obligations under the agreement(s) fully and promptly. You also agree that we may make other arrangements with the Renter and you will still be responsible for those payment and other obligations. We do not have to notify you if the Renter is in default. If the Renter defaults, you will immediately pay in accordance with the default provisions of this Rental all sums due under the terms of this Rental and you will perform all other obligations of Renter under this Rental. It is not necessary for us to proceed first against the Renter before enforcing this guaranty. You will reimburse us for all the expenses we incur in enforcing and of our rights against the Renter or you, including attorney fees. THE SAME STATE LAW AS THE RENTAL WILL GOVERN THIS GUARANTY. YOU AGREE TO JURISDICTION AND VENUE AS STATED IN THE PARAGRAPH TITLED APPLICABLE LAW OF THE RENTAL.

Personal Guaranty:
By: X(sign) _____ Individually

Personal Guaranty:
By: X(sign) _____ Individually

Name (print)

Name (print)



Equipment Rental (continued)

RENT TERM OF RENTAL: You agree to pay us the amount specified in this Rental as the Rental Payment (plus any applicable taxes) when each payment is due. Your acceptance of the Equipment will be conclusively and irrevocably established upon the receipt by us of your confirmation (verbal or written) of such acceptance. However, if you have not provided us with confirmation of acceptance or provided us with written notice of non-acceptance of the Equipment, in either case, within 90 days after delivery of the Equipment, you will be deemed to have inspected and irrevocably accepted the Equipment and to have authorized us to pay for the Equipment. The term of this Rental begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Rental Term" on the face of this Rental. The Rental Payments are payable in advance periodically as stated in or on any schedule to this Rental. You agree to pay an interim Rental Payment in the amount of one-third (1/3) of the Rental payment for each day from and including the Effective Date (which shall be the date the Equipment is installed) until the day preceding the Commencement Date.

PAYMENT: You authorize us to charge 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. Restrictive endorsements on checks you send to us will not reduce your obligations to us. Whenever any Rental Payment or other payment is not made when due, you agree to pay us, within one month, a late charge of the greater of ten percent (10%) of the payment or \$20.00 for each delayed payment, for cost interest operating expenses arising as a result of each delayed payment, but only to the extent permitted by law.

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 advance to move it. You agree to pay the costs incurred by us to verify installation of the Equipment prior to commencement or during the term of the Rental. We are the owner of the Equipment and have title to the Equipment.

USE, MAINTENANCE AND INSTALLATION: You are responsible for protecting the Equipment from damage except for ordinary wear and tear and from any other kind of loss while you have the Equipment. If the Equipment is damaged or lost, you agree to continue to pay rent. You will not move the Equipment from the Equipment location without our advance written consent. You will give us reasonable access to the Equipment location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

REDELIVERY OF EQUIPMENT; RENEWAL: You shall provide us with written notice, by certified mail, sent 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 intention either to exercise any option to purchase all but not less than all of the Equipment (if we grant you such an option) or cancel the Rental and return the Equipment to us at the end of the Rental Term. If you elect to return the Equipment to us at the expiration of the original or any renewal term of the Rental, you agree to return the Equipment in accordance with the paragraph titled Return of Equipment. If we have not received written notice from you of your intention to purchase or return the Equipment, the Rental will automatically renew for succeeding one-year periods commencing at the expiration of the original Rental Term. If this Rental is renewed, the first renewal payment will be due the first day after the original Rental Term expired. Any security deposit held by us shall continue to be held to secure your performance for the renewed period.

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

ASSIGNMENT; YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS RENTAL. We may sell, assign or transfer all or any part of this Rental under the Equipment without notifying you. The new owner will have the same rights that we have, but not our obligations. You agree you will not assert against the new owner any claims, defenses or set-offs that you may have against us.

TAXES AND FEES: You agree to pay when due all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Rental or as billed by us. You agree to pay to us any estimated taxes when we request payment. You agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay us a late charge (as described in the paragraph titled Payment) on such payments if applicable with the next payment. You agree to pay us a monthly fee up to one hundred and fifty thousandths of one percent (.150%) of the original Equipment cost to reimburse us for our costs of preparing, reviewing and filing any such returns. You agree, and we have the right to (1) bill monthly the estimated applicable personal property taxes together with the fees described herein and (2) bill any remaining estimated amount due upon assessment of such taxes, without regard to any discounts we may obtain. You also agree to appoint us as your attorney-in-fact to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use the Equipment. We may charge you and you shall pay to us a one time administrative fee of up to \$75.00 to reimburse us for documentation and investigation costs. You also agree to pay us for any filing and releasing fees prescribed by the Uniform Commercial Code or other law including filing or other fees incurred by us.

LIABILITY: We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse 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 fail 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 affiliates, and the failure 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 debts as they mature, you assign your assets for the benefit of your creditors, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (d) any guarantor of this Rental dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above.

REMEDIES: If a Default occurs, we may do one or more of the following: (a) cancel or terminate this Rental or any of all other agreements that we have entered into with you; (b) require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) all amounts then due under this Rental plus, (ii) all unpaid Rental Payments for the remainder of the term plus our anticipated residual interest in the Equipment such as discounted to present value at the rate of 6% per annum; (c) deliver the Equipment to us as set forth in the paragraph titled Return of Equipment; (d) peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees and costs. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds. All our remedies are cumulative, are in addition to any other remedies provided for by law and may be exercised either concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any right, other or future rights or to modify the terms of this Rental.

SECURITY DEPOSIT: We will retain any required security deposit to ensure your performance of your obligations. Any security deposit is non-interest bearing. We may, but are not obligated to, apply any security deposit to cure any default by you, in which event you will promptly return any amount so applied. If you are not in default, any security deposit will be returned to you within 90 days after the end of the original or renewal Rental Term (or as otherwise required by applicable law), or at your direction we may apply the security deposit towards your purchase of the Equipment (if we grant you a purchase option).

RETURN OF EQUIPMENT: If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Rental Term, you will immediately return the Equipment to any location(s) and address (or addresses) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with the paragraph titled Use Maintenance and Installation, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or Renter, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories, including manuals and literature. You will continue to pay Rental 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 DEEMED TO APPLY TO THIS RENTAL, THIS RENTAL WILL BE CONSIDERED A FINANCE LEASE THEREUNDER. YOU WAIVE YOUR RIGHTS AND REMEDIES UNDER ARTICLE 2A OF THE UCC.

APPLICABLE LAW: You understand that the Equipment may be purchased for cash or it may be rented. By signing this Rental, you acknowledge that you have chosen to rent the Equipment from us for the term of this Rental, and that you have agreed to pay the specified Rental Payment and other fees described herein. We both intend to comply with applicable laws. If it is determined that your Rental Payment results in a payment greater than would be allowed by applicable law, then any excess collected by us will be applied to any outstanding balance due and owing under this Rental. In no event will us charge or receive or will you pay any amounts in excess of that allowed by applicable law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State in which Renter's principal office are located or, if this Lease is assigned by Renter, the State in which the assignee's principal office are located, without regard to such State's choice of law considerations and all legal actions relating to this Lease shall be venue exclusively in a state or federal court located within that State, such court to be chosen at Renter or Renter's assignee's sole option. You hereby waive right to a trial by jury in any lawsuit in any way relating to this rental.

ADDITIONAL SERVICES: To request copies of your billing or payment history or for other information or services with respect to your Rental, please contact us. You will be charged a reasonable fee for these services.

OTHER CONDITIONS: You understand and agree that:

YOUR DUTY TO MAKE THE RENTAL PAYMENTS IS UNCONDITIONAL DESPITE EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER PROBLEM. RENTER IS RENTING THE EQUIPMENT "AS IS", WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. If the Equipment does not work as represented by the manufacturer or supplier, or if the manufacturer or supplier or any other person fails to provide service or maintenance, or if the Equipment is unsatisfactory for any reason, 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 Rental conflicts with any law in a state where the Rental is to be enforced, then the conflicting term shall be null and void to the extent of the conflict but this will not invalidate the rest of this Rental.

NO WARRANTIES: We are renting the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Rental all warranties, if any, made by manufacturer or supplier to us. We are not liable to you for any modifications or replacement of supplier or manufacturer equipment. You agree to continue making payments to us under this Rental regardless of any claims you may have against the supplier or manufacturer. **YOU WAIVE ANY RIGHTS WHICH WOULD ALLOW YOU TO: (a) cancel or repudiate the Rental; (b) reject or receive acceptance of the Equipment; (c) grant a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) "cover" by making any purchase or Rental of substitute Equipment; and (f) seek specific performance against us.**

YOU UNDERSTAND THAT ANY ASSIGNEE IS A SEPARATE AND INDEPENDENT COMPANY FROM RENTOR/MANUFACTURER AND THAT NEITHER WE NOR ANY OTHER PERSON IS THE ASSIGNEE'S AGENT. YOU AGREE THAT NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE RENTOR OR ANY OTHER PERSON IS BINDING ON ANY ASSIGNEE, AND NO BREACH BY RENTOR OR ANY OTHER PERSON WILL EXCUSE YOUR OBLIGATIONS TO ANY ASSIGNEE.


Renter: Please initial if submitting via facsimile.



Drastically Reducing Technology Costs

Corporate Headquarters:

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

voice 866.848.8678
fax 866.742.6678

www.NorVergence.com

Field Offices:

New York

Los Angeles

Chicago

Washington D.C.

Atlanta

Philadelphia

Houston

Detroit

Boston

Dallas

Miami

Tampa

St. Louis

Pittsburgh

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San Francisco

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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. 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 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 21999102

Equipment Rental Agreement

Renter (Full Legal Name) NorVergence, Inc				Renter (Full Legal Name) <u>United Business & Industrial Federal Credit Union</u>			
Address 650 Broad St 3rd Floor				Address 120 Woodford Ave			
City Newark	State NJ	County Essex	Zip Code 07102	City Plainville	State CT	County Hartford	Zip Code 06062
Telephone Number 973 - 242 - 7500		Telephone Number 860-747-4182		Federal Tax ID Number <u>06-0667935</u>		State of Organization <u>CT</u>	

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

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

Quantity	Equipment Model & Description	Serial Number
1	MATRIX™ 2003 (1 card)	

Equipment to be new unless otherwise noted: Used Reconditioned

Equipment Location (if different from Renter address above)

Address 40 CHAMBERLINE HIGHWAY - FERRDALE CENTER

City KENSINGTON	State CT	County HARTFORD	Zip Code 06037	Renter Contact Name MIKE KNUREK	Telephone Number 800 747 4152
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Transaction Terms: Rental Payment \$ 390.01 (plus applicable taxes) Security Deposit \$ 0
 RENTAL TERM 99 Months
 checked the first payment is due approximately 60 days after date of acceptance.

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

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

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

THIS RENTAL MAY NOT BE CANCELLED OR TERMINATED EARLY.

Renter: NorVergence, Inc	Renter <u>United Business & Industrial Federal Credit Union</u>
By: X <u>[Signature]</u>	By: X <u>[Signature]</u>
Accepted on behalf of Renter on: <u>1/12/04</u>	Name (print) <u>MICHAEL KNUREK</u>
	Date/Title: <u>12/12/03 CIO</u>

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

Guaranty: In this guaranty, you mean the person(s) making the guaranty, and we, us and our refer to the Renter indicated above. You will unconditionally, jointly and severally guarantee that the Renter will make all payments and pay all the other charges required under this Rental and under any other agreement now or hereafter entered into between the Renter and us (the "agreement(s)") when they are due and will perform all other obligations under the agreement(s) fully and promptly. You also agree that we may make other arrangements with the Renter and you will still be responsible for those payment and other obligations. We do not have to notify you if the Renter is in default. If the Renter defaults, you will immediately pay in accordance with the default provisions of this Rental all sums due under the terms of this Rental and you will perform all other obligations of Renter under this Rental. It is not necessary for us to proceed first against the Renter before enforcing this guaranty. You will reimburse us for all the expenses we incur in enforcing and of our rights against the Renter or you, including attorney fees. THE SAME STATE LAW AS THE RENTAL WILL GOVERN THIS GUARANTY. YOU AGREE TO JURISDICTION AND VENUE AS STATED IN THE PARAGRAPH TITLED APPLICABLE LAW OF THE RENTAL.

Personal Guaranty: By: X(sign) _____, Individually	Personal Guaranty: By: X(sign) _____, Individually
Name (print) _____	Name (print) _____



Equipment Rental (continued)

RENT/TERM OF RENTAL: You agree to pay us the amount specified in this Rental as the Rental Payment (plus any applicable taxes) when each payment is due. Your acceptance of the Equipment will be conclusively and irrevocably established upon the receipt by us of your confirmation (verbal or written) of such acceptance. However, if you have not provided us with confirmation of acceptance or provided us with written notice of non-acceptance of the Equipment, in either case, within 16 days after delivery of the Equipment, you will be deemed to have inspected and irrevocably accepted the Equipment and to have authorized us to pay for the Equipment. The term of this Rental begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Rental Term" on the face of this Rental. The Rental Payments are payable in advance periodically as stated in or on any schedule to this Rental. You agree to pay an interim Rental Payment in the amount of one-fourth (1/4) of the Rental payment for each day from and including the Effective Date (which shall be the date the Equipment is installed) until the day preceding the Commencement Date.

PAYMENT: You authorize us to charge 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. Restricitive endorsements on checks you send to us will not reduce your obligations to us. Whenever any Rental Payment or other payment is not made when due, you agree to pay us, within one month, a late charge of the greater of ten percent (10%) of the payment or \$30.00 for each delayed payment, plus our internal operating expenses arising as a result of such delayed payment, but only to the extent permitted by law.

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 advance to move it. You agree to pay the costs incurred by us to verify installation of the Equipment prior to commencement or during the term of the Rental. We are the owner of the Equipment and have title to the Equipment.

USE, MAINTENANCE AND INSTALLATION: You are responsible for protecting the Equipment from damage except for ordinary wear and tear and from any other kind of loss while you have the Equipment. If the Equipment is damaged or lost, you agree to continue to pay rent. You will not move the Equipment from the Equipment location without our advance written consent. You will give us reasonable access to the Equipment location so that we can check the Equipment's condition, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it safe for any manufacturer's certification or other standard, full service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

REDELIVERY OF EQUIPMENT; RENEWAL: You shall provide us with written notice, by certified mail, sent 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 intention either to exercise any option to purchase all but not less than all of the Equipment (if we grant you such an option) or cancel the Rental and return the Equipment to us at the end of the Rental Term. If you elect to return the Equipment to us at the expiration of the original or any renewal term of the Rental, you agree to return the Equipment in accordance with the paragraph titled Return of Equipment. If we have not received written notice from you of your intention to purchase or return the Equipment, the Rental will automatically renew for succeeding one-year periods commencing at the expiration of the original Rental Term. If this Rental is renewed, the first renewal payment will be due the first day after the original Rental Term expires. Any security deposit held by us shall continue to be held to secure your performance for the renewed period.

LOSS; DAMAGE; INSURANCE: You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risks of loss in an amount at least equal to the replacement cost until this Rental is paid in full and will let us be loss payee. 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 Rental Term begins. You agree to promptly notify us in writing of any loss or destruction or damage to the Equipment and you will, at our option, (a) repair the Equipment to good condition and working order, (b) replace the Equipment with like Equipment in good repair, condition and working order, acceptable to us and transfer clear title to such replacement Equipment to us, such Equipment shall be subject to the Rental and be deemed the Equipment, or (c) pay to us the present value of the total of all unpaid Rental Payments for the full Rental term plus the estimated Fair Market Value of the Equipment at the end of the originally scheduled Rental term, all discounted at six percent (6%) per year whereupon the Rental shall terminate. All proceeds of insurance received by us as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of your obligations. **IF YOU DO NOT GIVE US PROOF OF PHYSICAL DAMAGE INSURANCE, WE MAY (BUT WILL NOT BE OBLIGATED TO) OBTAIN OTHER PHYSICAL DAMAGE INSURANCE AND CHARGE YOU A FEE FOR IT, ON WHICH WE MAY MAKE A PROFIT, OR WE MAY CHARGE YOU A MONTHLY CHARGE EQUAL TO 0.25% OF THE ORIGINAL EQUIPMENT COST DUE TO THE INCREASED CREDIT RISK TO US AS WELL AS TO COVER OUR INCREASED INTERNAL OVERHEAD COSTS OF REQUESTING PROOF OF PHYSICAL DAMAGE INSURANCE FROM YOU.**

ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBMIT THE EQUIPMENT OR THIS RENTAL. We may sell, assign or transfer all or any part of this Rental under the Equipment without notifying you. The new owner will have the same rights that we have, but not our obligations. You agree you will not assert against the new owner any claims, defenses or set-offs that you may have against us.

TAXES AND FEES: You agree to pay when due all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Rental or as billed by us. You agree to pay us any estimated taxes when we request payment. You agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay us a late charge (as described in the paragraph titled Payment) on such payments if applicable with the next payment. You agree to pay us a monthly fee up to one hundred and fifty thousandths of one percent (.150%) of the original Equipment cost to reimburse us for our costs of preparing, reviewing and filing any such returns. You agree, and we have the right to (i) bill monthly the estimated applicable personal property taxes together with the fees described herein and (ii) bill any remaining estimated amount due upon assessment of such taxes, without regard to any discounts we may obtain. You also agree to appoint us as your attorney-in-fact to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use the Equipment. We may charge you and you shall pay to us a one time administrative fee of up to \$75.00 to reimburse us for documentation and investigation costs. You also agree to pay us for any filing and releasing fees prescribed by the Uniform Commercial Code or other law including filing or other fees incurred by us.

LIABILITY: We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse 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 fail 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 affiliates, and this failure 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 debts as they mature, you assign your assets for the benefit of your creditors, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (d) any guarantor of this Rental dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above.

REMEDIATION: If a Default occurs, we may do one or more of the following: (a) cancel or terminate this Rental or any or all other agreements that we have entered into with you; (b) require you to immediately pay us, as compensation for loss of our lease and out as a penalty, a sum equal to (i) all amounts then due over the Rental plus, (ii) all unpaid Rental Payments for the remainder of the term plus our estimated residual interest in the Equipment each discounted to present value at the rate of 6% per annum; (c) deliver the Equipment to us as set forth in the paragraph titled Return of Equipment; (d) peacefully repossess the Equipment without court order and you will not raise any claims against us for damages or trespass or any other reason; and (e) exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees and costs. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 16 days notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds. All our remedies are cumulative, are in addition to any other remedies provided for by law and may be exercised either concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any right, other or future rights or to modify the terms of this Rental.

SECURITY DEPOSIT: We will retain any required security deposit to ensure your performance of your obligations. Any security deposit is non-interest bearing. We may, but are not obligated to, apply any security deposit to cure any default by you, in which event you will promptly return any amount so applied. If you are not in default, any security deposit will be returned to you within 60 days after the end of the original or renewal Rental Term (or as otherwise required by applicable law), or at your direction we may apply the security deposit towards your purchase of the Equipment (if we grant you a purchase option).

RETURN OF EQUIPMENT: If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Rental Term, you will immediately return the Equipment to any location(s) and attend any costs) you may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with the paragraph titled Use, Maintenance and Installation, and in "Average Saleable Condition". "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or Renter, other than yourself, without the need for any repair or reinstallation. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories, including manuals and licenses. You will continue to pay Rental 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 DEEMED TO APPLY TO THIS RENTAL, THIS RENTAL WILL BE CONSIDERED A PURCHASE LEASE THEREUNDER. YOU WAIVE YOUR RIGHTS AND REMEDIES UNDER ARTICLE 2A OF THE UCC.

APPLICABLE LAW: You understand that the Equipment may be purchased for cash or it may be leased. By signing this Rental, you acknowledge that you have chosen to rent the Equipment from us for the term of this Rental, and that you have agreed to pay the specified Rental Payment and other fees described herein. We both intend to comply with applicable law. If it is determined that your Rental Payment results in a payment greater than would be allowed by applicable law, then any amount collected by us will be applied to any outstanding balance due and owing under this Rental. In no event will we charge or receive or will you pay any amounts in excess of that allowed by applicable law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State in which Renter's principal offices are located or, if this Lease is assigned by Renter, the State in which the assignor's principal offices are located, without regard to such State's choice of law considerations and all legal actions relating to this Lease shall be venue exclusively in a state or federal court located within that State, such court to be chosen at Renter's or Renter's assignor's sole option. You hereby waive right to a trial by jury in any lawsuit in any way relating to this rental.

ADDITIONAL SERVICES: To request copies of your billing or payment history or for other information or services with respect to your Rental, please contact us. You will be charged a reasonable fee for these services.


OTHER CONDITIONS: You understand and agree that:

YOUR DUTY TO MAKE THE RENTAL PAYMENTS IS UNCONDITIONAL, DESPITE EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER PROBLEM. RENTER IS RENTING THE EQUIPMENT "AS IS", WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. If the Equipment does not work as represented by the manufacturer or supplier, or if the manufacturer or supplier or any other person fails to provide service or maintenance, or if the Equipment is unsatisfactory for any reason, 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 Rental conflicts with any law in a state where the Rental is to be enforced, then the conflicting term shall be null and void to the extent of the conflict but this will not invalidate the rest of this Rental.

NO WARRANTIES: We are renting the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Rental all warranties, if any, made by manufacturer or supplier to us. We are not liable to you for any modifications or recollection of supplier or manufacturer warranties. You agree to continue making payments to us under this Rental regardless of any claims you may have against the supplier or manufacturer. **YOU WAIVE ANY RIGHTS WHICH WOULD ALLOW YOU TO:** (a) cancel or repudiate the Rental; (b) reject or revoke acceptance of the Equipment; (c) grant a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) "cover" by making any purchase or Rental of substitute Equipment; and (f) seek specific performance against us.

YOU UNDERSTAND THAT ANY ASSIGNEE IS A SEPARATE AND INDEPENDENT COMPANY FROM RENTOR/MANUFACTURER AND THAT NEITHER WE NOR ANY OTHER PERSON IS THE ASSIGNEE'S AGENT. YOU AGREE THAT NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE RENTOR OR ANY OTHER PERSON IS BEING OR ANY ASSIGNEE, AND NO BREACH BY RENTOR OR ANY OTHER PERSON WILL EXCUSE YOUR OBLIGATIONS TO ANY ASSIGNEE.


Renter: Please Initial if submitting via facsimile.



Drastically Reducing Technology Costs

Corporate Headquarters:

NorVergence Inc.
550 Broad Street
3rd floor
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Ft. Worth

Columbus

Cincinnati

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 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.



Equipment Rental Agreement

Rental Number 21999103

Renter (Full Legal Name) NorVergence, Inc				Renter (Full Legal Name) <u>United Business & Industrial Federal Credit Union</u>			
Address 550 Broad St 3rd Floor				Address 120 Woodford Ave			
City Newark	State NJ	County Essex	Zip Code 07102	City Plainville	State CT	County Hartford	Zip Code 06062
Telephone Number 973 - 242 - 7500				Telephone Number 860-347-4152	Federal Tax ID Number 06-0669735	State of Organization CT	

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

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

Quantity	Equipment Model & Description	Serial Number
1	MATRIX™ 2003 (1 Card)	

Equipment to be new unless otherwise noted: Used Reconditioned

Equipment Location (if different from Renter address above)
Address

City	State	County	Zip Code	Renter Contact Name	Telephone Number
------	-------	--------	----------	---------------------	------------------

390.00 TK

Transaction Terms: Rental Payment ~~\$570.75~~ (plus applicable taxes)

Security Deposit \$ 0

RENTAL TERM 60 Months

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

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

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

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

THIS RENTAL MAY NOT BE CANCELLED OR TERMINATED EARLY.

Renter: NorVergence, Inc. By: X <u>Edward [Signature]</u>	Renter: <u>United Business & Industrial Federal Credit Union</u> By: X <u>[Signature]</u>
Accepted on behalf of Renter on: <u>1-12-04</u>	Name (print): <u>MICHAEL KNURL-K</u> Date/Title: <u>12/12/03 CIO</u>

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

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

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

Personal Guaranty:
By: X(sign) _____, Individually

Personal Guaranty:
By: X(sign) _____, Individually

Name (print) _____ | Name (print) _____



Equipment Rental (continued)

RENT/TERM OF RENTAL: You agree to pay us the amount specified in this Rental as the Rental Payment (plus any applicable taxes) when each payment is due. Your acceptance of the Equipment will be conclusively and irrevocably established upon the receipt by us of your confirmation (verbal or written) of such acceptance. However, if you have not provided us with confirmation of acceptance or provided us with written notice of non-acceptance of the Equipment, in either case, within 10 days after delivery of the Equipment, you will be deemed to have inspected and irrevocably accepted the Equipment and to have authorized us to pay for the Equipment. The term of this Rental begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Rental Term" on the face of this Rental. The Rental Payments are payable in advance periodically as stated in or on any schedule to this Rental. You agree to pay an Internal Rental Payment in the amount of one-third (1/3) of the Rental payment for each day from and including the Effective Date (which shall be the date the Equipment is installed) until the day preceding the Commencement Date.

PAYMENT: You authorize us to change the Rental Payment by not more than 10% due to changes in the Equipment configuration, which may occur prior to our acceptance of this Rental. Restrictive endorsements on checks you send to us will not reduce your obligations to us. Whenever any Rental Payment or other payment is not made when due, you agree to pay us, within one month, a late charge of the greater of ten percent (10%) of the payment or \$35.00 for each delayed payment for our internal operating expenses arising as a result of each delayed payment, but only to the extent permitted by law.

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 advance to move it. You agree to pay the costs incurred by us to verify installation of the Equipment prior to commencement or during the term of the Rental. We are the owner of the Equipment and have title to the Equipment.

USE, MAINTENANCE AND INSTALLATION: You are responsible for protecting the Equipment from damage except for ordinary wear and tear from any other kind of loss while you have the Equipment. If the Equipment is damaged or lost, you agree to continue to pay rent. You will not remove the Equipment from the Equipment location without our advance written consent. You will give us reasonable access to the Equipment location so that we can check the Equipment's condition, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it clean for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

REDELIVERY OF EQUIPMENT; RENEWAL: You shall provide us with written notice, by certified mail, sent 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 intention either to exercise any option to purchase all but not less than all of the Equipment (if we grant you such an option) or cancel the Rental and return the Equipment to us at the end of the Rental Term. If you elect to return the Equipment to us at the expiration of the original or any renewal term of the Rental, you agree to return the Equipment in accordance with the paragraph titled Return of Equipment. If we have not received written notice from you of your intention to purchase or return the Equipment, the Rental will automatically renew for succeeding one-year periods commencing at the expiration of the original Rental Term. If this Rental is renewed, the first renewal payment will be due the first day after the original Rental Term expired. Any security deposit held by us shall continue to be held to secure your performance for the renewal period.

LOSS; DAMAGE; INSURANCE: You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risks of loss in an amount at least equal to the replacement cost until this Rental is paid in full and will let us be loss payee. 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 Rental Term begins. You agree to promptly notify us in writing of any loss or destruction or damage to the Equipment and you will, at our option, (a) repair the Equipment to good condition and working order, (b) replace the Equipment with like Equipment in good repair, condition and working order, acceptable to us and transfer clear title to such replacement Equipment to us, such Equipment shall be subject to the Rental and be deemed the Equipment, or (c) pay to us the present value of the total of all unpaid Rental Payments for the full Rental term plus the estimated Fair Market Value of the Equipment at the end of the originally scheduled Rental term, all discounted at six percent (6%) per year whereupon the Rental shall terminate. All proceeds of insurance received by us as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of your obligations. **IF YOU DO NOT GIVE US PROOF OF PHYSICAL DAMAGE INSURANCE, WE MAY (BUT WILL NOT BE OBLIGATED TO) OBTAIN OTHER PHYSICAL DAMAGE INSURANCE AND CHARGE YOU A FEE FOR IT, ON WHICH WE MAY MAKE A PROFIT, OR WE MAY CHARGE YOU A MONTHLY CHARGE EQUAL TO 0.25% OF THE ORIGINAL EQUIPMENT COST DUE TO THE INCREASED CREDIT RISK TO US AS WELL AS TO COVER OUR INCREASED INTERNAL OVERHEAD COSTS OF REQUESTING PROOF OF PHYSICAL DAMAGE INSURANCE FROM YOU.**

ASSIGNMENT; YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBMIT THE EQUIPMENT OR THIS RENTAL. We may sell, assign or transfer all or any part of this Rental and/or the Equipment without notifying you. The new owner will have the same rights that we have, but not our obligations. You agree you will not assert against the new owner any claims, defenses or set-offs that you may have against us.

TAXES AND FEES: You agree to pay when due all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Rental or as billed by us. You agree to pay us any estimated taxes when we request payment. You agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay us a late charge (as described in the paragraph titled Payment) on such payments if applicable with the next payment. You agree to pay us a monthly fee up to one hundred and fifty thousandths of one percent (.150%) of the original Equipment cost to reimburse us for our costs of preparing, reviewing and filing any such returns. You agree, and we have the right to (i) bill monthly the estimated applicable personal property taxes together with the fees described herein and (ii) bill any remaining estimated amount due upon assessment of such taxes, without regard to any discounts we may obtain. You also agree to appoint us as your attorney-in-fact to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use the Equipment. We may charge you and you shall pay to us a one time administrative fee of up to \$75.00 to reimburse us for documentation and investigation costs. You also agree to pay us for any filing and releasing fees prescribed by the Uniform Commercial Code or other law including filing or other fees incurred by us.

LIABILITY: We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse 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 fail 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 affiliates, and this failure 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 debts as they mature, you assign your assets for the benefit of your creditors, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (d) any guarantor of this Rental dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above.

REMEDIES: If a Default occurs, we may do one or more of the following: (a) cancel or terminate this Rental or any of all other agreements that we have entered into with you; (b) require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) all amounts then due under this Rental plus, (ii) all unpaid Rental Payments for the remainder of the term plus our anticipated residual interest in the Equipment each discounted to present value at the rate of 6% per annum; (c) deliver the Equipment to us as set forth in the paragraph titled Return of Equipment; (d) peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees and costs. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds. All our remedies are cumulative, are in addition to any other remedies provided for by law and may be exercised either concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any right, other or future rights or to modify the terms of this Rental.

SECURITY DEPOSIT: We will retain any required security deposit to ensure your performance of your obligations. Any security deposit is non-interest bearing. We may, but are not obligated to, apply any security deposit to cure any default by you, in which event you will promptly receive any amount so applied. If you are not in default, any security deposit will be returned to you within 30 days after the end of the original or renewal Rental Term (or as otherwise required by applicable law), or at your direction we may apply the security deposit towards your purchase of the Equipment (if we grant you a purchase option).

RETURN OF EQUIPMENT: If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Rental Term, you will immediately return the Equipment to any location(s) and address (or address(es) we may designate in the continental United States) The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with the paragraph titled Use Maintenance and Installation, and in "Average Saleable Condition". "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or renter, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories, including manuals and software. You will continue to pay Rental 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 DEEMED TO APPLY TO THIS RENTAL, THIS RENTAL WILL BE CONSIDERED A PURCHASE LEASE THEREUNDER. YOU WAIVE YOUR RIGHTS AND REMEDIES UNDER ARTICLE 2A OF THE UCC.

APPLICABLE LAW: You understand that the Equipment may be purchased for cash or it may be rented. By signing this Rental, you acknowledge that you have chosen to rent the Equipment from us for the term of this Rental, and that you have agreed to pay the specified Rental Payment and other fees described herein. We both intend to comply with applicable law. If it is determined that your Rental Payment results in a payment greater than would be allowed by applicable law, then any amount collected by us will be applied to any outstanding balance due and owing under this Rental. In no event will we charge or receive or will you pay any amounts in excess of that allowed by applicable law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State in which Renter's principal office is located or, if this Lease is assigned by Renter, the State in which the assignor's principal office is located, without regard to such State's choice of law considerations and all legal actions relating to this Lease shall be venue exclusively in a state or federal court located within that State, such court to be chosen at Renter or Renter's assignor's sole option. You hereby waive right to a trial by jury in any lawsuit in any way relating to this rental.

ADDITIONAL SERVICES: To request copies of your billing or payment history or for other information or services with respect to your Rental, please contact us. You will be charged a reasonable fee for these services.

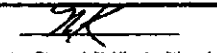
OTHER CONDITIONS: You understand and agree that:

YOUR DUTY TO MAKE THE RENTAL PAYMENTS IS UNCONDITIONAL DESPITE EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER PROBLEM. RENTER IS RENTING THE EQUIPMENT "AS IS", WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. If the Equipment does not work as represented by the manufacturer or supplier, or if the manufacturer or supplier or any other person fails to provide service or maintenance, or if the Equipment is unsatisfactory for any reason, 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 Rental conflicts with any law in a state where the Rental is to be enforced, then the conflicting term shall be null and void to the extent of the conflict but this will not invalidate the rest of this Rental.

NO WARRANTIES: We are renting the equipment to you "AS IS". **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT.** We transfer to you for the term of this Rental all warranties, if any, made by manufacturer or supplier to us. We are not liable to you for any modifications or rescission of supplier or manufacturer warranties. You agree to continue making payments to us under this Rental regardless of any claims you may have against the supplier or manufacturer. **YOU WAIVE ANY RIGHTS WHICH WOULD ALLOW YOU TO:** (a) cancel or repudiate the Rental; (b) reject or revoke acceptance of the Equipment; (c) grant a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) "cover" by making any purchase or Rental of substitute Equipment; and (f) seek specific performance against us.

YOU UNDERSTAND THAT ANY ASSIGNEE IS A SEPARATE AND INDEPENDENT COMPANY FREE FROM MANUFACTURER AND THAT NEITHER WE NOR ANY OTHER PERSON IS THE ASSIGNEE'S AGENT. YOU AGREE THAT NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE RENTER OR ANY OTHER PERSON IS BINDING ON ANY ASSIGNEE, AND NO BREACH BY RENTER OR ANY OTHER PERSON WILL EXCUSE YOUR OBLIGATIONS TO ANY ASSIGNEE.


Renter: Please initial if submitting via facsimile.



Drastically Reducing Technology Costs

Corporate Headquarters:

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

voice 866.848.6678
fax 866.742.6678

www.NorVergence.com

Field Offices:

- New York
- Los Angeles
- Chicago
- Washington D.C.
- Atlanta
- Philadelphia
- Houston
- Detroit
- Boston
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- Ft. Worth
- Columbus
- Cincinnati
- 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 21999104

Equipment Rental Agreement

Renter (Full Legal Name) Norvergence, Inc				Renter (Full Legal Name) <u>United Business & Industrial Federal Credit Union</u>			
Address 560 Broad St 3rd Floor				Address 120 Woodford Ave			
City	State	County	Zip Code	City	State	County	Zip Code
Newark	NJ	Essex	07102	Hartford	CT	Hartford	06102
Telephone Number 973-242-7500			Telephone Number 860-747-4152		Federal Tax ID Number <u>06-0669735</u>		State of Organization <u>CT</u>

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

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

Quantity	Equipment Model & Description	Serial Number
1	MATRIX™ 2003 (1 Card)	

Equipment to be new unless otherwise noted: Used Reconditioned

Equipment Location (if different from Renter address above)
Address 40 CHAMBERLINE HIGHWAY - FERRIS CENTER

City	State	County	Zip Code	Renter Contact Name	Telephone Number
KENSINGTON	CT	HARTFORD	06037	MIKE KNUREK	860 747 4152

Transaction Terms: Rental Payment \$ 390.01 ^{7K} (plus applicable taxes) Security Deposit \$ 0
 I checked the first payment is due approximately 60 days after date of acceptance.

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

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

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

THIS RENTAL MAY NOT BE CANCELLED OR TERMINATED EARLY.

Renter: Norvergence, Inc. By: X <u>Edward J. Russo VP</u>	Renter: By: X <u>Michael Knurek</u>
Accepted on behalf of Renter on: <u>1-12-2004</u>	Name (print) <u>MICHAEL KNUREK</u> Date/Title: <u>12/12/03 CIO</u>

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

Guaranty: In this guaranty, you mean the person(s) making the guaranty, and we, us and our refer to the Renter indicated above. You will unconditionally, jointly and severally guarantee that the Renter will make all payments and pay all the other charges required under this Rental and under any other agreement now or hereafter entered into between the Renter and us (the "agreement(s)") when they are due and will perform all other obligations under the agreement(s) fully and promptly. You also agree that we may make other arrangements with the Renter and you will still be responsible for those payment and other obligations. We do not have to notify you if the Renter is in default. If the Renter defaults, you will immediately pay in accordance with the default provisions of this Rental all sums due under the terms of this Rental and you will perform all other obligations of Renter under this Rental. It is not necessary for us to proceed first against the Renter before enforcing this guaranty. You will reimburse us for all the expenses we incur in enforcing and of our rights against the Renter or you, including attorney fees. THE SAME STATE LAW AS THE RENTAL WILL GOVERN THIS GUARANTY. YOU AGREE TO JURISDICTION AND VENUE AS STATED IN THE PARAGRAPH TITLED APPLICABLE LAW OF THE RENTAL.

Personal Guaranty: By: X(sign) _____ Individually

Name (print) _____



Equipment Rental (continued)

RENT/TERM OF RENTAL: You agree to pay us the amount specified in this Rental as the Rental Payment (plus any applicable taxes) when each payment is due. Your acceptance of the Equipment will be conclusively and irrevocably established upon the receipt by us of your confirmation (verbal or written) of such acceptance. However, if you have not provided us with confirmation of acceptance as provided in this written notice of non-acceptance of the Equipment, in other cases, within 90 days after delivery of the Equipment, you will be deemed to have inspected and irrevocably accepted the Equipment and to have authorized us to pay for the Equipment. The term of this Rental begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Rental Term" on the face of this Rental. The Rental Payments are payable in advance periodically as stated in or as any schedule to this Rental. You agree to pay an Interim Rental Payment in the amount of one-twelfth (1/12th) of the Rental payment for each day from and including the Effective Date (which shall be the date the Equipment is installed) until the day preceding the Commencement Date.

PAYMENT: You 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. Remedial enforcement or checks you send to us will not reduce your obligations to us. Whenever any Rental Payment or other payment is not made when due, you agree to pay us, within one month, a late charge of the greater of ten percent (10%) of the payment or \$25.00 for each delayed payment for our internal operating expenses arising as a result of each delayed payment, but only to the extent permitted by law.

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 advance to move it. You agree to pay the costs incurred by us to verify installation of the Equipment prior to commencement or during the term of the Rental. We are the owner of the Equipment and have title to the Equipment.

USE, MAINTENANCE AND INSTALLATION: You are responsible for protecting the Equipment from damage except for ordinary wear and tear and from any other kind of loss while you have the Equipment. If the Equipment is damaged or lost, you agree to continue to pay rent. You will not remove the Equipment from the Equipment location without our advance written consent. You will give us reasonable access to the Equipment location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and risk, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

REDELIVERY OF EQUIPMENT; RENEWAL: You shall provide us with written notice, by certified mail, sent 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 intention either to exercise any option to purchase all or not less than all of the Equipment (if we grant you such an option) or cancel the Rental and return the Equipment to us at the end of the Rental Term. If you elect to return the Equipment to us at the expiration of the original or any renewal term of the Rental, you agree to return the Equipment in accordance with the paragraph titled Return of Equipment. If we have not received written notice from you of your intention to purchase or return the Equipment, the Rental will automatically renew for succeeding one-year periods commencing at the expiration of the original Rental Term. If this Rental is renewed, the first renewal payment will be due the first day after the original Rental Term expired. Any security deposit held by us shall continue to be held to secure your performance for the renewal period.

LOSS; DAMAGE; INSURANCE: You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risks of loss in an amount at least equal to the replacement cost until this Rental is paid in full and will let us be loss payee. 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 Rental Term begins. You agree to promptly notify us in writing of any loss or destruction or damage to the Equipment and you will, at our option, (a) repair the Equipment to good condition and working order, (b) replace the Equipment with the Equipment in good repair, condition and working order, acceptable to us and transfer clear title to such replacement Equipment to us, such Equipment shall be subject to the Rental and be deemed the Equipment, or (c) pay to us the present value of the total of all unpaid Rental Payments for the full Rental term plus the estimated Fair Market Value of the Equipment at the end of the originally scheduled Rental term, all discounted at six percent (6%) per year whereupon the Rental shall terminate. All proceeds of insurance received by us as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of our obligations. IF YOU DO NOT GIVE US PROOF OF PHYSICAL DAMAGE INSURANCE, WE MAY (BUT WILL NOT BE OBLIGATED TO) OBTAIN OTHER PHYSICAL DAMAGE INSURANCE AND CHARGE YOU A FEE FOR IT, ON WHICH WE MAY MAKE A PROFIT, OR WE MAY CHARGE YOU A MONTHLY CHARGE EQUAL TO 0.25% OF THE ORIGINAL EQUIPMENT COST DUE TO THE INCREASED CREDIT RISK TO US AS WELL AS TO COVER OUR INCREASED INTERNAL OVERHEAD COSTS OF REQUESTING PROOF OF PHYSICAL DAMAGE INSURANCE FROM YOU.

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TAXES AND FEES: You agree to pay when due all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment all part of this Rental or as billed by us. You agree to pay us any estimated taxes when we request payment. You agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay us a late charge (as described in the paragraph titled Payment) on such payments if applicable with the next payment. You agree to pay us a monthly fee up to one hundred and fifty thousandths of one percent (.150%) of the original Equipment cost to reimburse us for our costs of preparing, reviewing and filing any such returns. You agree, and we have the right to (i) bill monthly the estimated applicable personal property taxes together with the fees described herein and (ii) bill any remaining estimated amount due upon assessment of such taxes, without regard to any discounts we may obtain. You also agree to appoint us as your attorney-in-fact to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use the Equipment. We may charge you and you shall pay to us a one time administrative fee of up to \$75.00 to reimburse us for documentation and investigation costs. You also agree to pay us for any filing and releasing fees prescribed by the Uniform Commercial Code or other law including filing or other fees incurred by us.

LIABILITY: We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse 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 fail 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 affiliates, and this failure 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 debts as they mature, you assign your assets for the benefit of your creditors, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (d) any guarantor of this Rental dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed above.

REMEDIES: If a Default occurs, we may do one or more of the following: (a) cancel or terminate this Rental or any or all other agreements that we have entered into with you; (b) require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) all amounts then due under this Rental plus, (ii) all unpaid Rental Payments for the remainder of the term plus our anticipated realized interest in the Equipment each discounted to present value at the rate of 3% per annum; (c) deliver the Equipment to us as set forth in the paragraph titled Return of Equipment; (d) peacefully repossess the Equipment without court order and you will not make any claim against us for damages or trespass or any other reason; and (e) exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees and costs. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds. All our remedies are cumulative, one in addition to any other remedies provided for by law and may be exercised either concurrently or separately. Any failure or delay by us in exercising any right shall not operate as a waiver of any right, either or future rights or to modify the terms of this Rental.

SECURITY DEPOSIT: We will retain any required security deposit to ensure your performance of your obligations. Any security deposit is non-interest bearing. We may, but are not obligated to, apply any security deposit to cure any default by you, in which event you will promptly restore any amount so applied. If you are not in default, any security deposit will be returned to you within 90 days after the end of the original or renewal Rental Term (or as otherwise required by applicable law), or at your election we may apply the security deposit towards your purchase of the Equipment (if we grant you a purchase option).

RETURN OF EQUIPMENT: If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Rental Term, you will immediately return the Equipment to any location(s) and address any carrier(s) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations and specifications, freight prepaid and insured, maintained in accordance with the paragraph titled Use Maintenance and Installation, and in "Average Estimate Condition." "Average Estimate Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or renter, other than yourself, without the need for any repair or replacement. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories, including manuals and software. You will continue to pay Rental 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 APPLIED TO THIS RENTAL, THIS RENTAL WILL BE CONSIDERED A FINANCE LEASE THEREUNDER. YOU WAIVE YOUR RIGHTS AND REMEDIES UNDER ARTICLE 2A OF THE UCC.

APPLICABLE LAW: You understand that the Equipment may be purchased for cash or it may be rented. By signing this Rental, you acknowledge that you have chosen to rent the Equipment from us for the term of this Rental, and that you have agreed to pay the specified Rental Payment and other fees described herein. We both intend to comply with applicable law. If it is determined that your Rental Payment results in a payment greater than would be allowed by applicable law, then any amount collected by us will be applied to any outstanding balance due and owing under this Rental. In no event will we charge or receive or will you pay any amounts in excess of that allowed by applicable law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State in which Renter's principal office are located or, if this Lease is accepted by Renter, the State in which the assignor's principal office are located, without regard to such State's choice of law considerations and all legal actions relating to this Lease shall be brought exclusively in a state or federal court located within that State, such court to be chosen at Renter or Renter's assignor's sole option. You hereby waive right to a trial by jury in any lawsuit in any way relating to this rental.

ADDITIONAL SERVICES: To request copies of your billing or payment history or for other information or services with respect to your Rental, please contact us. You will be charged a reasonable fee for these services.

OTHER CONDITIONS: You understand and agree that:

YOUR DUTY TO MAKE THE RENTAL PAYMENTS IS UNCONDITIONAL DESPITE EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER PROBLEM. RENTER IS RENTING THE EQUIPMENT "AS IS", WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. If the Equipment does not work as represented by the manufacturer or supplier, or if the manufacturer or supplier or any other person fails to provide service or maintenance, or if the Equipment is unsatisfactory for any reason, you will make any such claim solely against the manufacturer or supplier or other person and will make no claim against us.

If any part of this Rental conflicts with any law in a state where the Rental is to be enforced, then the conflicting term shall be null and void to the extent of the conflict but this will not invalidate the rest of this Rental.

NO WARRANTIES: We are renting the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Rental all warranties, if any, made by manufacturer or supplier to us. We are not liable to you for any modifications or violation of supplier or manufacturer warranties. You agree to continue making payments to us under this Rental regardless of any claims you may have against the supplier or manufacturer. YOU WAIVE ANY RIGHTS WHICH WOULD ALLOW YOU TO (a) cancel or repossess the Rental; (b) reject or revoke acceptance of the Equipment; (c) grant a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) "hedge" by making any purchase or Rental of substitute Equipment; and (f) seek specific performance against us.

YOU UNDERSTAND THAT ANY ASSIGNEE IS A SEPARATE AND INDEPENDENT COMPANY FROM THE MANUFACTURER AND THAT NEITHER WE NOR ANY OTHER PERSON IS THE ASSIGNEE OR GUARANTY. YOU AGREE THAT NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE RENTOR OR ANY OTHER PERSON IS BASED ON ANY ASSIGNEE, AND NO BREACH BY RENTOR OR ANY OTHER PERSON WILL EXCUSE YOUR OBLIGATIONS TO ANY ASSIGNEE.


Renter: Please initial if submitting via facsimile.



Drastically Reducing Technology Costs

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550 Broad Street
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Newark, N.J. 07102

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Austin

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Salt 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 Agreement

Rental Number 21999105

Rantor (Full Legal Name) NorVergence, Inc				Rantor (Full Legal Name) <u>United Business & Industrial Federal Credit Union</u>			
Address 550 Broad St 3rd Floor				Address 120 Woodford Ave			
City Newark	State NJ	County Essex	Zip Code 07102	City Plainville	State CT	County Hartford	Zip Code 06062
Telephone Number 973 - 242 - 7500		Telephone Number 045-747-4182		Federal Tax ID Number 06-0669735		State of Organization CT	

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

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

Quantity	Equipment Model & Description	Serial Number
1	MATRIX™ 2003 (1 card)	

Equipment to be new unless otherwise noted: Used Reconditioned

Equipment Location (if different from Rantor address above)
Address

City	State	County	Zip Code	Rantor Contact Name	Telephone Number
------	-------	--------	----------	---------------------	------------------

Transaction Terms: Rental Payment \$ 390.01 (plus applicable taxes) Security Deposit \$ 0
 RENTAL TERM 60 Months
 If checked the first payment is due approximately 60 days after date of acceptance.

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

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

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

THIS RENTAL MAY NOT BE CANCELLED OR TERMINATED EARLY.

Rantor: NorVergence, Inc	Rantor: <u>United Business & Industrial Federal Credit Union</u>
By: X <u>[Signature]</u>	By: X <u>[Signature]</u>
Accepted on behalf of Rantor on: <u>1/12/04</u>	Name (print): <u>MICHAEL KWUREK</u>
	Date/Title: <u>12/12/03 CEO</u>

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

Guaranty: In this guaranty, you means the person(s) making the guaranty, and we, us and our refer to the Rantor indicated above. You will unconditionally, jointly and severally guarantee that the Rantor will make all payments and pay all the other charges required under this Rental and under any other agreement now or hereafter entered into between the Rantor and us (the "agreement(s)") when they are due and will perform all other obligations under the agreement(s) fully and promptly. You also agree that we may initiate other arrangements with the Rantor and you will still be responsible for those payment and other obligations. We do not have to notify you if the Rantor is in default. If the Rantor defaults, you will immediately pay in accordance with the default provisions of this Rental all sums due under the terms of this Rental and you will perform all other obligations of Rantor under this Rental. It is not necessary for us to proceed first against the Rantor before enforcing this guaranty. You will reimburse us for all the expenses we incur in enforcing and of our rights against the Rantor or you, including attorney fees. THE SAME STATE LAW AS THE RENTAL WILL GOVERN THIS GUARANTY. YOU AGREE TO JURISDICTION AND VENUE AS STATED IN THE PARAGRAPH TITLED APPLICABLE LAW OF THE RENTAL.

Personal Guaranty: By: X(sign) _____, Individually	Personal Guaranty: By: X(sign) _____, Individually
Name (print) _____	Name (print) _____



Equipment Rental (continued)

RENT/TERM OF RENTAL: You agree to pay us the amount specified in this Rental as the Rental Payment (plus any applicable taxes) when each payment is due. Your acceptance of the Equipment will be conclusively and irrevocably established upon the receipt by us of your confirmation (handwritten or printed) of such acceptance. However, if you have not provided us with confirmation of acceptance or provided us with written notice of non-acceptance of the Equipment, in either case, within 10 days after delivery of the Equipment, you will be deemed to have inspected and irrevocably accepted the Equipment and to have authorized us to pay for the Equipment. The term of this Rental begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Rental Term" on the face of this Rental. The Rental Payments are payable in advance periodically as stated in or on any schedule to this Rental. You agree to pay an interim Rental Payment in the amount of one-third (1/3) of the Rental payment for each day from and including the Effective Date (which shall be the date the Equipment is installed) until the day preceding the Commencement Date.

PAYMENT: You authorize us to change the Rental Payment by not more than 10% due to changes in the Equipment configuration, which may occur prior to our acceptance of this Rental. Respective arrearages on checks you send to us will not reduce your obligations to us. Whenever any Rental Payment or other payment is not made when due, you agree to pay us, within one month, a late charge of the greater of ten percent (10%) of the payment or \$25.00 for each delinquent payment for our internal operating expenses arising as a result of each delinquent payment, but only to the extent permitted by law.

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 advance to move it. You agree to pay the costs incurred by us to verify installation of the Equipment prior to commencement or during the term of the Rental. We are the owner of the Equipment and have title to the Equipment.

USE, MAINTENANCE AND INSTALLATION: You are responsible for protecting the Equipment from damage except for ordinary wear and tear and from any other kind of loss while you have the Equipment. If the Equipment is damaged or lost, you agree to continue to pay rent. You will not move the Equipment from the Equipment location without our advance written consent. You will give us reasonable access to the Equipment location so that we can check the Equipment's condition, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract. At your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

REDELIVERY OF EQUIPMENT; RENEWAL: You shall provide us with written notice, by certified mail, sent 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 intention either to exercise any option to purchase all but not less than all of the Equipment (if we grant you such an option) or cancel the Rental and return the Equipment to us at the end of the Rental Term. If you elect to return the Equipment to us at the expiration of the original or any renewal term of the Rental, you agree to return the Equipment in accordance with the paragraph titled Return of Equipment. If we have not received written notice from you of your intention to purchase or return the Equipment, the Rental will automatically renew for succeeding one-year periods commencing at the expiration of the original Rental Term. If this Rental is renewed, the first renewal payment will be due the first day after the original Rental Term expired. Any security deposit held by us shall continue to be held to secure your performance for the renewal period.

LOSS; DAMAGE; INSURANCE: You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risks of loss in an amount at least equal to the replacement cost until this Rental is paid in full and will list us as loss payee. You will 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 Rental Term begins. You agree to promptly notify us in writing of any loss or destruction or damage to the Equipment and you will, at our option, (a) repair the Equipment in good condition and working order, acceptable to us and transfer clear title to such replacement Equipment to us, each Equipment shall be subject to the Rental and be deemed the Equipment, or (b) pay to us the present value of the total of all unpaid Rental Payments for the full Rental term plus the estimated Fair Market Value of the Equipment at the end of the originally scheduled Rental term, all discounted at six percent (6%) per year whereupon the Rental shall terminate. All proceeds of insurance received by us as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of your obligations. IF YOU DO NOT GIVE US PROOF OF PHYSICAL DAMAGE INSURANCE, WE MAY (BUT WILL NOT BE OBLIGATED TO) OBTAIN OUR OWN PHYSICAL DAMAGE INSURANCE AND CHARGE YOU A FEE FOR IT, ON WHICH WE MAY MAKE A PROFIT, OR WE MAY CHARGE YOU A MONTHLY CHARGE EQUAL TO 0.25% OF THE ORIGINAL EQUIPMENT COST DUE TO THE INCREASED CREDIT RISK TO US AS WELL AS TO COVER OUR INCREASED INTERNAL OVERHEAD COSTS OF REQUESTING PROOF OF PHYSICAL DAMAGE INSURANCE FROM YOU.

ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS RENTAL. We may not, assign or transfer all or any part of this Rental and/or the Equipment without notifying you. The new owner will have the same rights that we have, but not our obligations. You agree you will not assert against the new owner any claims, defenses or set-offs that you may have against us.

TAXES AND FEES: You agree to pay when due all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Rental or as billed by us. You agree to pay us any estimated taxes when we request payment. You agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay us a late charge (as described in the paragraph titled Payment) on such payments if applicable with the next payment. You agree to pay us a monthly fee up to one hundred and fifty thousandths of one percent (.0015%) of the original Equipment cost to reimburse us for our costs of preparing, reviewing and filing any such returns. You agree, and we have the right to (i) bill monthly the estimated applicable personal property taxes together with the fees described herein and (ii) bill any remaining estimated amount due upon assessment of such taxes, without regard to any discounts we may obtain. You also agree to appoint us as your attorney-in-fact to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use the Equipment. We may charge you and you shall pay to us a one time administrative fee of up to \$75.00 to reimburse us for documentation and investigation costs. You also agree to pay us for any filing and releasing fees prescribed by the Uniform Commercial Code or other law including filing or other fees incurred by us.

LIABILITY: We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse 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 fail 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 affiliates, and this failure 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 debts as they mature, you assign your assets for the benefit of your creditors, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (d) any guarantor of this Rental dies, does not perform its obligation under the guaranty, or becomes subject to one of the events listed above.

SECURITY: If a Default occurs, we may do one or more of the following: (a) cancel or terminate this Rental or any or all other agreements that we have entered into with you; (b) require you to immediately pay us, as compensation for loss of our business and not as a penalty, a sum equal to (i) all amounts then due under this Rental plus, (ii) all unpaid Rental Payments for the remainder of the term plus the anticipated residual interest in the Equipment each discounted to present value at the rate of 12% per annum; (c) deliver the Equipment to us as set forth in the paragraph titled Return of Equipment; (d) immediately repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other cause; and (e) exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights under this Rental, including reasonable attorney's fees and costs. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and applying the net proceeds (after we have deducted all sums owed to the sale or disposition of the Equipment) to the greatest that you owe us. You agree that if notice of sale is required by law to be given, you will cause that notice to be given in a commercially reasonable manner. You will remain responsible for any amounts that the net after we have applied such net proceeds. All our remedies are cumulative, are in addition to any other remedies provided for by law and may be exercised either concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any right, other or future rights or to modify the terms of this Rental.

SECURITY DEPOSIT: We will retain any required security deposit to ensure your performance of your obligations. Any security deposit is non-interest bearing. We may, but are not obligated to, apply any security deposit to cure any default by you, in which event you will promptly return any amount so applied. If you are not in default, any security deposit will be returned to you within 60 days after the end of the original or renewed Rental Term (or as otherwise required by applicable law), or at your direction we may apply the security deposit towards your purchase of the Equipment (if we grant you a purchase option).

RETURN OF EQUIPMENT: If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Rental Term, you will immediately return the Equipment to any location(s) and address any contact(s) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, fully packed and insured, maintained in accordance with the paragraph titled Use, Maintenance and Installation, and in "Average Suitable Condition." "Average Suitable Condition" means that all of the Equipment is fit for normal use by a third party buyer, user or lessee other than yourself, without the need for any repair or adjustment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories, including networks and licenses. You will continue to pay Rental 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 APPLIED TO THIS RENTAL, THIS RENTAL WILL BE CONSIDERED A FINANCE LEASE THEREUNDER. YOU WAIVE YOUR RIGHTS AND REMEDIES UNDER ARTICLE 2A OF THE UCC.

APPLICABLE LAW: You understand that the Equipment may be purchased for cash or it may be rented. By signing this Rental, you acknowledge that you have chosen to rent the Equipment from us for the term of this Rental, and that you have agreed to pay the specified Rental Payment and other fees described herein. We both intend to comply with applicable law. If it is determined that your Rental Payment results in a payment greater than would be allowed by applicable law, then any amount in excess of what we will be applied to any outstanding balance due and owing under this Rental. In no event will we charge or receive or will you pay any amount in excess of that allowed by applicable law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State in which Rentier's principal office are located or, if this Lease is assigned by Rentier, the State in which the assignee's principal office are located, without regard to such State's choice of law considerations and all legal actions relating to this Lease shall be brought exclusively in a state or federal court located within that State, such court to be chosen at Rentier or Rentier's assignee's sole option. You hereby waive right to a trial by jury in any lawsuit in any way relating to this rental.

ADDITIONAL SERVICES: To request copies of your billing or payment history or for other information or services with respect to your Rental, please contact us. You will be charged a reasonable fee for these services.


OTHER CONDITIONS: You understand and agree that:

YOUR DUTY TO MAKE THE RENTAL PAYMENTS IS UNCONDITIONAL DESPITE EQUIPMENT FAILURE, DAMAGE, LOSS OR ANY OTHER PROBLEM. RENTIER IS RENTING THE EQUIPMENT TO YOU WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. If the Equipment does not work as represented by the manufacturer or supplier, or if the manufacturer or supplier or any other person fails to provide service or maintenance, or if the Equipment is unsatisfactory for any reason, you will make any such claim solely against the manufacturer or supplier or other person and will make no claim against us.

If any part of this Rental conflicts with any law in a state where the Rental is to be entered, then the conflicting term shall be null and void to the extent of the conflict but this will not invalidate the rest of this Rental.

NO WARRANTIES: We are renting the Equipment to you "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. We transfer to you for the term of this Rental all warranties, if any, made by manufacturer or supplier to us. We are not liable to you for any modifications or replacement of supplier or manufacturer warranties. You agree to continue making payments to us under this Rental regardless of any claims you may have against the supplier or manufacturer. YOU WAIVE ANY RIGHTS WHICH WOULD ALLOW YOU TO (a) cancel or repossess the Rental; (b) reject or revoke acceptance of the Equipment; (c) grant a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) "cover" by making any purchase or Rental of substitute Equipment; and (f) seek specific performance against us.

YOU UNDERSTAND THAT ANY ASSIGNEE IS A SEPARATE AND INDEPENDENT COMPANY FROM RENTIER/MANUFACTURER AND THAT NEITHER WE NOR ANY OTHER PERSON IS THE ASSIGNEE'S AGENT. YOU AGREE THAT NO REPRESENTATION, GUARANTEE OR WARRANTY BY THE RENTIER OR ANY OTHER PERSON IS BINDING ON ANY ASSIGNEE, AND NO BREACH BY RENTIER OR ANY OTHER PERSON WILL EXCLUDE YOUR OBLIGATIONS TO ANY ASSIGNEE.


Rentier: Please initial if submitting via facsimile.



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550 Broad Street
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- 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. 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 3:08PM UNITED B&I FCU

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. (Rantor), and the undersigned United Business & Industrial Federal Credit Union (Rantor) dated 12/12/03. 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 90 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 assurance of the Rantor or anyone else. I have had a reasonable opportunity to inspect the goods.

Renter: United Business & Industrial Federal Credit Union

Date: 1/9/04

By: MICHAEL KURASK
(Print Name)

Michael Kurask
(Signature)

Title: CIO

Serials: 5450308172, 5450308198
3 5450308180

Address: 120 Woodford Ave.
Plainville, CT



JAN. 9. 2004 3:08PM UNITED B&I FCU

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. (Rantor), and the undersigned United Business & Industrial Federal Credit Union (Ranter) dated 12/12/03. 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 90 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 Rantor or anyone else. I have had a reasonable opportunity to inspect the goods.

Renter: United Business & Industrial Federal Credit Union

Date: 1/9/04

By: MICHAEL KUNISK
(Print Name)

Michael Kunisk
(Signature)

Title: CIO

Serials: 1 5450308172 , 2 5450308198
3 5450308180

Address: 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 United Business & Industrial Federal Credit Union (Rantor) dated 12/12/03. The Equipment conforms with our requirements. There are no side agreements or cancellation clauses given outside the Equipment Rental Agreement.

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Renter: United Business & Industrial Federal Credit Union

Date: 1/9/04

By: MICHAEL KURZEK
(Print Name)

Michael Kurzek
(Signature)

Title: CIO

Serial 1. 5450308172 2. 5450308198

3. 5450308180

Address: 120 Woodford Ave.

Plainville, CT

JAN. 9. 2004 3:08PM UNITED B&I FCU

NO. 914 P. 3

Delivery and Acceptance Certificate

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

Renter: United Business & Industrial Federal Credit Union

Date: 1/9/04

By: Michael Kurak
(Print Name)

Michael Kurak
(Signature)

Title: CIO

Serial # SYS0308137/SYS0308123

Address: 40 Chamberline Highway
Kensington, CT

JAN. 9. 2004 3:00PM UNITED B&I FCU

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. (Rantor), and the undersigned United Business & Industrial Federal Credit Union (Rantor) dated 12/12/03. 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 90 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 Rantor or anyone else. I have had a reasonable opportunity to inspect the goods.

Rantor: United Business & Industrial Federal Credit Union

Date: 1/9/04

By: MICHAEL KURSK
(Print Name)

Michael Kursek
(Signature)

Title: CIO

Serials: 5450308172, 5450308198
3. 5450308180

Address: 120 Woodford Ave.
Plainville, CT