

LAW OFFICES  
**WEIR & PARTNERS LLP**  
SUITE 500  
THE WIDENER BUILDING  
1339 CHESTNUT STREET  
PHILADELPHIA, PA 19107

SIGMUND J. FLECK

ALSO MEMBER NJ BAR  
DIRECT DIAL 215-241-7743  
E-MAIL [sfleck@weirpartners.com](mailto:sfleck@weirpartners.com)

(215) 665-8181  
FAX (215) 665-8464

NEW JERSEY OFFICE

20 KINGS HIGHWAY WEST  
HADDONFIELD, NJ 08033-2116  
(856) 740-1490  
FAX (856) 740-1491

DELAWARE OFFICE

824 MARKET STREET MALL  
SUITE 1001  
PO BOX 708  
WILMINGTON, DE 19899  
(302) 652-8181  
FAX (302) 652-8909

May 23, 2005

CCL/Commerce Commercial Leasing  
c/o Frey, Petrakis, Deeb, Blum, Briggs  
& Mitts, P.C.  
Inez M. Markovich, Esquire  
10 Melrose Ave., Suite 430  
Cherry Hill, NJ 08003

Re: **State of Texas v. Norvergence, Inc.**

Dear Counsel:

On April 29, 2005, a state court judge in Harris County, Texas, entered a default judgment and made certain findings in the case of State of Texas v. Norvergence, Inc., Docket No. 2004-65357. A copy of the opinion signed by the court is enclosed for your convenience. I call your attention to Page 4 of the opinion in which the court Ordered, Adjudged and Decreed that all contracts or agreements between Norvergence and Texas consumers, businesses or persons are declared void ab initio and unenforceable.

We represent those Texas consumers, businesses and persons ("Clients"), identified on the enclosed list, who entered into equipment rental agreements ("ERAs") with Norvergence, Inc. that were subsequently assigned, purchased, or were otherwise transferred to CCL/Commerce Commercial Leasing (the "Company").

Because our Clients' ERAs were held to be void ab initio, on behalf of our Clients we demand:

1. That all collection activities related to or arising out of the ERAs by the Company directed to our Clients cease immediately.

2. That all collection suits commenced by the Company against our Clients cease immediately. Please provide us with a list of those of our Clients against whom the Company has previously commenced collection or other suits or even may have obtained default judgments so that we can ascertain the costs incurred by our Clients in the defense thereof, which costs we also demand be reimbursed by the Company.

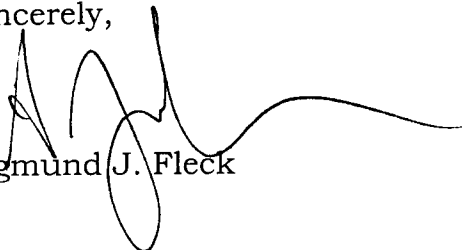
3. That an accounting be performed immediately of all sums paid to the Company by our Clients including rentals, insurance charges, late fees, sales or use taxes, returned item fees, collection expenses, attorney fees, and the like, and that all such sums as have improperly been collected by the Company be remitted to us promptly with such accounting for forwarding to our Clients.

4. That any adverse credit or other reports by the Company regarding our Clients or any of them to any third person be corrected to reflect no adverse information regarding the ERAs.

Please note that Vernon's Texas Statutes And Codes Annotated, Title 2, Chapter 17, which governs Deceptive Trade Practices and Consumer Protection (the "Deceptive Practices Law") defines as a false, misleading or deceptive act or practice, among other things, "representing that an agreement confers or involves rights, remedies or obligations with it does not have or involve...". As a result of the above decision in which the ERAs were declared void ab initio, should the Company not act in accordance with this letter but instead continue to enforce the "void" ERAs in accordance with their terms, the Company may be in violation of the Texas Deceptive Practices Law.

We intend to advise them of the Company's position with regard to their void ERAs. For this reason, we hope to hear from you, and promptly, with regard to how the Company will respond to this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Sigmund J. Fleck". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Sigmund J. Fleck

SJF:grt  
Enclosures  
cc: Leela R. Fireside, Esquire