



Thursday, July 1, 2004

SANDLER TRAINING INSTITUTE OF MARYLAND
207 HUNTERS RIDGE ROAD
LUTHERVILLE, MD 21093

Re: SANDLER TRAINING INSTITUTE OF MARYLAND ("Lessee")
Account #901-0007957-000
Lease Dated: 07/02/2003 ("Lease")

Dear SANDLER TRAINING INSTITUTE OF MARYLAND:

CIT Technology Financing Services, Inc. ("CIT"), assignee and successor in interest to Norvergence, Inc. ("Norvergence"), has reviewed your communication regarding the telecommunications equipment Lessee is leasing from CIT under the above referenced Lease ("Equipment").

Although the issues raised in your communication would understandably be of concern to Lessee, CIT is not the party to whom such issues should be addressed nor can CIT resolve the situation presented.

Lessee signed the Lease for the Equipment with Norvergence, Norvergence sold and assigned the Lease of the Equipment to CIT in the normal stream of commerce. The Lease specifically states in the last sentence of the third paragraph below the "Transaction Terms" on the front page that

"Your obligations to make all Rental Payments for the entire term are not subject to set-off, withholding or deduction for any reason whatsoever."

Likewise, in the "Assignment" section, the last two sentences clearly state:

"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."

Lessee was notified of the assignment of the Lease by Norvergence to CIT through CIT's invoices to Lessee for Lease payments due and payable to CIT under the Lease. Lessee confirmed that assignment by remitting its Lease payments to CIT in accordance with the Lease invoices. The performance of the Equipment, of Norvergence or of any third party provider of services, is not a condition to Lessee's obligation to make Lease payments to CIT.

There is no relationship between CIT and Norvergence or any third party servicer. CIT did have a contractual agreement with Norvergence whereunder CIT, as an independent financial services company, would consider offering lease financing to those customers of Norvergence that satisfied CIT's credit policies and requirements. Lessee met those policies/requirements. CIT paid the full purchase price for the Lease and the Equipment in good faith and with the full expectation that Lessee would honor its payment obligations to CIT under the Lease. Lessee's legal obligations to CIT remain unaffected by the issues Lessee may now have with Norvergence, any third party service providers, or the Equipment. Those issues are strictly between Lessee and Norvergence.

If you would like to discuss the foregoing in further detail, please contact Ms Krista Leis of CIT at:

CIT Technology Financing Services, Inc.
4600 Touchton Road, Bldg. #100, Suite #300
Jacksonville FL 32246
Telephone: 904-620-7748
Facsimile: 904-596-8163

Sincerely,
Krista Leis