

SUMMARY SHEET

**TURBO INC.
62 GREENE ST # 3
NEW YORK, NY 10012
901-0007954-000**

Below is Your Company's "Settlement Balance":

Item	Amount
1. Unpaid monthly payments due on your Rental Agreement, plus unpaid late fees and taxes, through July 15, 2004 (Cure Amount)	\$ 32.84
2. Plus 10% of monthly payments due on your Rental Agreement after July 15, 2004, i.e., 10% of your Post-Event Date Balance	\$ 2,540.76
3. Minus a credit equal to any payments your Company has made under its Rental Agreement since July 15, 2004, including but not limited to monthly payments, late fees, and penalties	\$ 563.01
4. Settlement Balance (Sum of #1+ #2 -#3)	\$ 2,010.59
5. Reduced Settlement Balance (assumes all payments made in a timely fashion)(reduction of Settlement Balance by an amount equal to 2% of your Post-Event Date Balance)	\$ 1,970.37

Monthly payment option: 167.55 per month for 12 months

SUPERIOR COURT OF NEW JERSEY LAW DIVISION, MONMOUTH COUNTY

**IF YOU, YOUR BUSINESS OR NON-PROFIT ENTITY RENTED
NORVERGENCE TELECOMMUNICATIONS EQUIPMENT PURSUANT
TO A LEASE ACQUIRED BY CIT TECHNOLOGY FINANCING
SERVICES, INC. OR CIT GROUP/EQUIPMENT FINANCING, INC., A
CLASS ACTION SETTLEMENT WILL AFFECT YOUR COMPANY'S
RIGHTS**

You are receiving this notice because the records of CIT Technology Financing Services, Inc. or CIT Group/Equipment Financing, Inc. (the "Lessor") reflect that you, your business or non-profit entity ("your Company") entered into a Rental Agreement or Equipment Rental Agreement (the "Rental Agreement") to finance certain equipment supplied by NorVergence, Inc., and that a balance remained on the Rental Agreement as of July 15, 2004 (the "Event Date").

Pursuant to a proposed settlement in a class action lawsuit described below, the Lessor is offering your Company the opportunity to pay off the Rental Agreement held by the Lessor at a substantial discount and to settle any and all disputes between your Company, any individual guarantor and the Lessor arising from the Rental Agreement.

In order to participate in the settlement terms described herein, your Company must pay all amounts due on its Rental Agreement through July 15, 2004, including 100% of any and all unpaid monthly payments, late fees, and taxes (collectively, the "Cure Amount").

If this Settlement is approved, the Lessor will:

- (a) forgive ninety percent (90%) of the remaining contract balance ("Post-Event Balance") due on your Company's obligations to Lessor under the Rental Agreement after July 15, 2004, i.e., forgive 90% of your Post-Event Date Balance;
- (b) forgive an additional two percent (2%) of the Post-Event Date Balance if your Company makes all payments in a timely manner ("timely manner" means that a lessee makes its payments within ten (10) days after the amount is due and does not, on more than two occasions, make its payment more than ten (10) days after the amount is due);
- (c) forgive any late fees and penalties assessed on your Company's account on or after July 15, 2004;
- (d) fully credit any payments your Company made to the Lessor on or after July 15, 2004, including, but not limited to, monthly payments and payments for insurance-related charges, if any (such amount, the "Post-Event Date Payment Credit"); and
- (e) withdraw any and all adverse credit reports the Lessor filed, if any, as a result of not receiving payment on the Rental Agreement on or after July 15, 2004;

Your Company's "Settlement Balance" shall equal the sum of: the Cure Amount; plus 10% of your Post-Event Date Balance; minus your Post-Event Date Payment Credit.

Lessor shall issue a "Refund" to your Company if your Company does not opt out of this Settlement Agreement, and if the Court gives this Settlement Agreement final approval, and if your Company's Settlement Balance is a negative number. In the event a refund to your Company is warranted, Lessor shall send such refund within forty-five (45) calendar days of the settlement becoming final under the terms of the Settlement Agreement. If your Company's Settlement Balance is positive, you will be obliged to pay it to the Lessor under the terms described herein.

The summary of the details of the settlement terms for your Company are attached hereto in a Summary Sheet.

Your Company may have heard about or received notice of a similar offer the Lessor made as a result of an agreement with the Attorney General of your state. If your Company has already **accepted** an offer of settlement from the Lessor, you do not need to take any additional action at this time. If your Company **did not respond** to a prior offer of settlement from the Lessor, your Company must make a decision whether to remain in this class action settlement. If you do not take steps to exclude your Company from this settlement, your Company will automatically be included in the class.

**Your Company's Rights Will Be Affected Whether You Act or Don't Act.
Please Read This Notice Carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
YOUR COMPANY CAN DO NOTHING	<p>If your Company does nothing, your Company will automatically be included in the Class Settlement. Your Company and the Lessor will agree to settle all claims that each has or could have arising from the Rental Agreement. If your Company is entitled to a refund under the terms hereof, that refund will be sent to your Company within forty-five (45) days of the settlement becoming final under the terms of the Settlement Agreement. If your Company still owes money under the terms of this Settlement Agreement, the Lessor will send your Company a lump sum invoice within thirty (30) days of the settlement becoming final under the terms of the Settlement Agreement. If your Company does not pay this lump sum invoice within thirty (30) days, the Lessor will assume your Company has elected to make monthly payments, and will send your Company a second invoice reflecting a monthly payment plan. If your Company then also fails to pay this second, monthly-payment plan, invoice within thirty (30) days, your Company will be considered in default under the terms of the Settlement Agreement, and your Company's Rental Agreement will remain in full force and effect and will be enforceable by the Lessor under the Rental Agreement's terms with no reduction in the outstanding lease payments owed under the Rental Agreement.</p>

YOUR COMPANY CAN EXCLUDE ITSELF FROM THE SETTLEMENT	If your Company does not want to receive the benefits of the Settlement and does not want to give up its right to be part of another lawsuit against the Lessor, your Company must write to Class Counsel to exclude your Company from the Settlement Class. Your Company must send its request for exclusion to Class Counsel by May 15, 2006, in the manner described below.
YOUR COMPANY CAN OBJECT TO THE SETTLEMENT	If your Company does not want to exclude itself, but you do not like something about the Settlement, your Company may write to the Court to explain why your Company doesn't like the Settlement. To see how to send such objections, refer to paragraph 16 of this Notice. Excluding your Company from this Settlement is the only sure away to avoid being bound to its terms.
YOU CAN GO TO A HEARING	If your Company objects to the Class Settlement, you may also ask to appear in Court, either on your own or through an attorney of your choosing, and speak to the Court about the fairness of the Settlement.

- These rights and options – **and the deadlines to make your Company's decision** – are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve this settlement.

BASIC INFORMATION

1. Why did I get this Notice?

Your Company is receiving this notice because the records of the Lessor reflect that your Company entered into a Rental Agreement regarding the finance of certain equipment provided by NorVergence, Inc., and that a balance due to the Lessor remained on your Company's Rental Agreement as of July 15, 2004. That Rental Agreement is currently held, either in whole or in part, by the Lessor.

Your Company has a right to know about a proposed settlement of a class action lawsuit, and about all of your Company's options, before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, your Company's legal rights, what benefits are available through the Settlement, and what your Company must agree to in order to receive those benefits.

The Court in charge of the case is the Superior Court Law Division, for Monmouth County, New Jersey, and the case is known as *Exquisite Caterers, LLC, et al., on behalf of themselves and all others similarly situated v. Popular Leasing USA, Inc., et al. and Doe Corps 1-40*, case No. L-3686-04. The company that brought the suit is called the Plaintiff and the company that was sued, the Lessor, is one of the Defendants.

2. What is this lawsuit about?

One of the Plaintiffs to this case, **Twin Oaks**, entered into a Rental Agreement with NorVergence, Inc. for the use of telecommunications equipment supplied by that Company. This Rental Agreement was subsequently acquired by the Lessor. The Plaintiff claimed that the Lessor engaged in unconscionable commercial practices in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-2, by entering into such Rental Agreements with Plaintiff and others, and that the Lessor knew or should have known that NorVergence had made misrepresentations to Plaintiff and others concerning the financed equipment. The lawsuit sought damages and injunctive relief. The Lessor has denied each and every one of the Plaintiff's allegations. Both parties have engaged in extensive investigation of the claims asserted.

3. Why is this a class action?

In a class action, one or more Class Representatives (in this case, Twin Oaks), sues on behalf of others who have similar claims. In this case, all individuals, and all for profit and non-profit entities throughout the United States that entered into Rental Agreements with NorVergence, Lessor, or any other lessor for the lease of telecommunications equipment to be supplied by or on behalf of NorVergence, Inc. that was acquired by the Lessor (each such entity, a "Lessee") is a member of the Class, with the exception of (a) any individuals or entities that entered into settlement agreements or releases with the Lessor prior to December 1, 2005 and (b) any individuals or entities whose Rental Agreements were paid in full as of July 15, 2004.

In a class action, one court resolves the issues in the case for all Class Members, except those who exclude themselves from the Class. Superior Court Judge Robert A. Coogan is in charge of this class action.

4. Why is there a settlement?

The Court has not decided in favor of either the Plaintiff or the Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and all of the Class Members can receive the benefits of the Settlement without bringing their own litigation. The Class Representative and the Class Attorneys think the Settlement is the best resolution for all Class Members.

5. Haven't I heard about a different settlement of these claims?

The Lessor has entered into settlements concerning its leases for NorVergence equipment with a number of state Attorneys General. If the Lessor entered into such an agreement with the Attorney General of the state in which your Company is located, your Company has probably received a letter from the Lessor offering to settle the balance due on your Company's Rental Agreement on similar terms offered in this class action settlement.

The settlement offered in this matter is more favorable to your Company than that offered through the Attorney General because this settlement offers an additional 2% reduction in the post-Event Date Balance to be paid provided your Company makes all payments in a timely manner. If your Company is located in a State where the Attorney General has negotiated a settlement with the Lessor, the time for you take advantage of such a deal may have passed. Further, if your Company was eligible for but didn't claim a refund under an Attorney General-negotiated deal, this settlement may provide a second opportunity. In addition, this settlement offers you the opportunity to settle.

Another important difference between the settlements the Lessor has entered with various Attorney Generals and this class action settlement is that **this settlement is automatic**. If your Company received notice of a different settlement and did not respond, your Company has not yet settled its account with the Lessor. But if your Company does not respond to this Notice, it will automatically be part of the class action settlement. It is therefore very important that you read this Notice carefully and decide how your Company should respond.

6. Who is in the Settlement?

The Settlement includes all Lessees, with the exception of (a) any individuals or entities that entered into settlement agreements or releases with the Lessor prior to December 1, 2005 and (b) any individuals or entities whose Rental Agreements were paid in full as of July 15, 2004.

Your Company will automatically be considered part of the Class unless you write to Class Counsel to say your Company wants to be excluded from the Settlement.

THE SETTLEMENT BENEFITS – WHAT YOUR COMPANY WILL GET IF IT REMAINS IN THE SETTLEMENT CLASS

7. What does the Settlement Provide?

If this Settlement is approved, the Lessor will:

- (a) forgive ninety percent (90%) of the remaining contract balance due on your Company's obligations to Lessor under the Rental Agreement after July 15, 2004, i.e., forgive 90% of your Post-Event Date Balance;
- (b) forgive an additional two percent (2%) of the Post-Event Date Balance if your Company makes all payments in a timely manner ("timely manner" means that a lessee makes its payments within ten (10) days after the amount is due and does not, on more than two occasions, make its payment more than ten (10) days after the amount is due);
- (c) forgive any late fees and penalties assessed on your Company's account on or after July 15, 2004;
- (d) fully credit any payments your Company made to the Lessor on or after July 15, 2004, including, but not limited to, monthly payments and payments for insurance-related charges, if any (such amount, the "Post-Event Date Payment Credit"); and

- (e) withdraw any and all adverse credit reports the Lessor filed, if any, as a result of not receiving payment on the Rental Agreement on or after July 15, 2004;

Your Company's Settlement Balance shall equal the sum of: the Cure Amount; plus 10% of your Post-Event Date Balance; minus your Post-Event Date Payment Credit.

Lessor shall issue a refund to your Company if your Company does not opt out of this Settlement Agreement, and if the Court gives this Settlement Agreement final approval, and if your Company's Settlement Balance is a negative number. If your Company's Settlement Balance is positive, you will be obliged to pay it to the Lessor under the terms described herein.

In order to participate in the settlement terms described herein, your Company must pay the Cure Amount, which is all amounts due on its Rental Agreement through July 15, 2004, including 100% of any and all unpaid monthly payments, late fees, and taxes.

The summary of the details of the settlement terms for your Company are attached hereto in a Summary Sheet.

8. What are my Company's obligations under the Settlement?

In exchange for the benefits listed above, your Company must agree to release the Lessor from any claims concerning your Rental Agreement, as described more fully below. Your Company must also agree to pay the Lessor the Settlement Balance.

9. What are my Company's payment options?

If your Company does not exclude itself from the Settlement Class, the Lessor will send a lump sum invoice to your Company. This lump sum invoice will set forth your Company's "Reduced Settlement Balance," an amount equal to the Settlement Balance reduced by two percent (2%) of your Company's Post-Event Date Balance. Your Company may make a lump sum payment of the entire Reduced Settlement Balance within thirty (30) calendar days of the date of the Lessor's invoice if you like.

If your Company does not pay this lump sum invoice within thirty (30) days, the Lessor will assume your Company has elected to make monthly payments, and will send your Company a second invoice reflecting a monthly payment plan (the "monthly payment plan invoice").

- If your Company's Settlement Balance is equal to \$5,000 or less, your Company may pay off the Settlement Balance in up to twelve (12) monthly installment payments.
- If your Company's Settlement Balance is greater than \$5,000, your Company may pay off the Settlement Balance in up to twenty-four (24) monthly installment payments.

- If your Company begins paying the Settlement Balance in installments, your Company may pay off the remaining balance at any time without penalty.

IMPORTANT: If your Company does not exclude itself from the Settlement Class but also fails to make any payment to the Lessor within thirty (30) calendar days of Lessor sending its monthly payment plan invoice, your Company's Rental Agreement will remain in full force and effect and will be enforceable by the Lessor under the Rental Agreement's terms with no reduction in the outstanding lease payments owed under the Rental Agreement. You will have given up as part of the settlement your right to assert any defenses to the Rental Agreement because you did not exclude yourself from the Settlement Class.

If your Company begins making payments under either of the installment payment plans discussed above but fails to make any monthly payment within ten (10) calendar days of the date the payment is due, your Company will be notified that it is in default under the terms of Settlement and your Company shall have fifteen (15) calendar days from the date of the default notice to make its monthly payment. If your Company does not make its monthly payment within fifteen (15) calendar days from the date of the default notice, or if your Company fails on three or more occasions to make its monthly payments within ten (10) calendar days of the due date regardless of whether payment is made later, the Lessor may seek to accelerate all payments, collect the entire Settlement Balance, without the 2% reduction, plus interest charges and the reasonable cost of collection (including attorneys' fees). Even if the Lessor, in its discretion, does not seek immediate collection of the Settlement Balance upon the third instance in which your Company fails to make timely payment, your Company will still be deemed not to have made all payments in a "timely manner" and your Company will not receive the contemplated reduction in Settlement Balance.

Lessor has agreed that it will not institute any legal proceedings against your Company except in the State of your Company's residence. If your Company has initiated litigation against Lessor, Lessor may assert counterclaims or separate claims against your Company in any State where such action is pending.

10. What will my Company give up if its stays in the Class?

Unless you exclude your Company by sending a written request for exclusion to Class Counsel, your Company is staying in the class, and that means that it can't sue, continue to sue, or be part of any other lawsuit against the Lessor about the legal issues in this case. It also means that all of the Court's orders will apply to your Company and legally bind it. If you do not exclude your Company from the Settlement, your Company will be bound by a "Release of Claims," which provides that:

All members of the Class, and each of them (excluding members who have properly requested exclusion) are barred from asserting any of the Settled Class Claims, as hereafter defined. Settled Class Claims includes any claim or cause of action whatsoever, whether known or unknown, that any member or members of the Class ever had, now have, or hereafter can, shall, or may have against the Lessor and/or any of its subsidiaries, parents, affiliates, predecessors, assigns,

officers, directors, employees, shareholders, attorneys, and agents by reason of, or arising out of or relating to any and all Rental Agreements including but not limited to any of the facts, transactions, actions, conduct or omissions, actual or purported which were or could have been alleged in this action. All and every member of the Class shall be conclusively deemed to have waived any and all Settled Class Claims as to Lessor.

EXCLUDING YOUR COMPANY FROM THE SETTLEMENT

If your Company doesn't want to accept the Settlement and wants to keep the right to sue or continue to sue the Lessor, on its own, about the legal issues in this case, then you must take steps to get your Company out of the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class.

IMPORTANT: The fact that your Company may already be engaged with Lessor in litigation about your Rental Agreement does not automatically exclude your Company from the Settlement Class. Also, the fact that your Company may be represented by counsel other than Class Counsel does not automatically exclude your Company from the Settlement Class. To be excluded from the Settlement Class, your Company must write to Class Counsel as described below.

11. How do I get my Company out of the Settlement?

To exclude your Company from the Settlement, you must send a letter to Class Counsel and CIT's Counsel. Be sure to include your Company's name, address, telephone number, and your name and signature. You must mail the exclusion request postmarked no later than **May 15, 2006** to:

Gary Graifman, Esq.
Kantrowitz, Goldhamer & Graifman
210 Summit Avenue
Montvale, New Jersey 07645

Mark S. Melodia, Esq.
Reed Smith, LLP
Princeton Forrestal Village, 136 Main St.
Princeton, New Jersey 08543

You can't exclude your Company on the phone or by e-mail. If your Company asks to be excluded, your Company will not have settled the outstanding balance on its Rental Agreement, and cannot object to the Settlement. Your Company will not be legally bound by anything that happens in this lawsuit. Your Company may be able to sue (or continue to sue) the Lessor in the future.

12. If I don't exclude my Company, can I sue the Lessor over my Company's Rental Agreement in a different lawsuit or court?

No. Unless you exclude your Company, your Company gives up any right to sue the Lessor for the claims that this Settlement resolves. If your Company has a pending lawsuit, speak to your lawyer in that case immediately. You must exclude your Company from this Class to continue your Company's lawsuit.

13. If I exclude my Company, can I get a discount off my Company's Rental Agreement?

If you exclude your Company from the Settlement, the Lessor is not obligated to compromise or settle your Company's Rental Agreement balance and will be free to pursue collection of the full Rental Agreement balance, without any discount. But your Company may sue, continue to sue, or be part of a different lawsuit against the Lessor.

THE LAWYERS REPRESENTING YOUR COMPANY

14. Does my Company have a lawyer in this case?

The Court asked the law firm of Kantrowitz Goldhamer & Graifman, PC in Montvale, New Jersey; Law Offices of Michael S. Green in Milltown, New Jersey; and Cohn Lifland Pearlman Herrmann & Knopf, LLP in Saddle Brook, New Jersey and Fee, Smith, Sharp & Vitullo, LLP, Dallas, Texas to represent your Company and other Class Members. These lawyers are called Class Counsel. Your Company will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the Class Lawyers be paid?

In connection with the Settlement, Class Counsel will file an Application with the Court seeking an award of counsel fees and reimbursement of expenses in the amount of \$125,000, plus additional fees of up to \$625,000 based upon the level of Lessee participation in the Settlement. The Court may award less than that amount. The Lessor will pay the fees and expenses that the Court awards. The Lessor will also be responsible for the costs of administering the Settlement. Class members will not pay any attorneys' fees.

OBJECTING TO THE SETTLEMENT

If your Company stays in the Settlement Class, you can tell the Court that you don't agree with the Settlement or some part of it.

16. How do I tell the Court if I don't like the Settlement?

If your Company is a Class Member, your Company can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must mail the objection **no later than May 15, 2006** to the Court and Class Counsel designated below:

Clerk of the Court
Re: Objection to Exquisite Caterers Class Settlement
Superior Court of New Jersey
Monmouth County Law Division

71 Monument Park
Freehold, New Jersey 07728-1266

Gary Graifman, Esq.
Kantrowitz, Goldhamer & Graifman
210 Summit Avenue
Montvale, New Jersey 07645

Be sure to include your Company's name, address, telephone number, your name and signature, and the reasons you object to the settlement.

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if your Company stays in the Class. Excluding your Company is telling the Court that your Company doesn't want to be part of the Class. Please note that your Company cannot both exclude itself from the Settlement Class and object to the Class Settlement. If your Company excludes itself from the Settlement Class by sending a written request for exclusion to Class Counsel, then it has no standing to object to Class Settlement by sending a letter to the Court and Class Counsel.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

18. When and Where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 9:00 a.m. on June 30, 2006, in Courtroom 225 at the Monmouth County Courthouse, 71 Monument Park, Freehold, New Jersey 07728. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Robert A. Coogan will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Coogan may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter, posted by no later than May 15, 2006, see paragraph 16 of this Notice.

GETTING MORE DETAILS ABOUT THE SETTLEMENT

21. Are there more details about the Settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Jeffrey Herrmann, Cohn Lifland Pearlman Herrmann & Knopf, Park 80 Plaza West One, Saddle Brook, New Jersey 07663.

DATE: April 15, 2006