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10815.0005-00 and 10815.0006-00

To the Director of the U.S. Patent and T. **103528719** Mail Stop Assignment Recordation Services  
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
PAY BY TOUCH CHECKING RESOURCES, INC.  
2. Name and address of receiving party(ies):  
Name: PHOENIX CHECK CASHING, INC.

Additional name(s) of conveying party(ies) attached?  Yes  No  
Internal Address:

3. Nature of conveyance:  
Street Address: 580 Herndon Parkway, Suite 100

Assignment  Merger  
City: Herndon

Security Agreement  Change of Name  
State: VA Zip Code: 20170

Joint Research Agreement  Government Interest Assignment  
Additional name(s) & Address(es) attached?

Executive Order 9494, Confirmatory License  Other: Asset Sale and Purchase Agreement  
 Yes  No

Execution Date: February 22, 2008

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:

A. Patent Application Number(s):  
11/034,051  
11/187,835  
11/217,303  
11/232,878  
11/252,744  
12/081,122  
B. Patent Number(s):  
6,957,770  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
6. Total number of applications and patents involved:  
~~XXXX~~ **5876**

Name: Stephen L. Peterson (202) 408-4000  
7. Total fee (37 CFR 1.21(h) and 3.41): **\$280.00**  
Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.  
 Enclosed (Please charge deficiency or credit overpayment to deposit account 06-0916)  
Street Address: 901 New York Avenue, N.W.  
 Authorized to be charged to deposit account  
City: Washington, D.C.  
State: Zip: 20001-4413  
8. **10/07/2008** **11034051**  
**01 FC:0021** **06-0916** **280.00 OP**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Signed: Stephen L. Peterson 10/1/08  
Stephen L. Peterson Date

Total number of pages including cover sheet, attachments and documents: -166-

**ASSET SALE AND PURCHASE AGREEMENT**

**BETWEEN**

**PAY BY TOUCH CHECK CASHING, INC.**

**AND**

**PAY BY TOUCH CHECKING RESOURCES, INC.,**

**AS SELLERS,**

**AND**

**PHOENIX CHECK CASHING, INC.**

**Dated as of February 22, 2008**

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# ASSET SALE AND PURCHASE AGREEMENT

THIS ASSET SALE AND PURCHASE AGREEMENT (this "*Agreement*") dated as of February 22, 2008, is entered into by and among (i) Phoenix Check Cashing, Inc. ("*Purchaser*"), (ii) PAY BY TOUCH CHECK CASHING, INC., a Delaware corporation ("*PBTCC*"), and PAY BY TOUCH CHECKING RESOURCES, INC., a Delaware corporation ("*PBTCR*," and with PBTCC, "*Seller*" or "*Sellers*"), and (iii) for purposes of Sections 4.1.1, 8.8 and 8.9 hereof only, SOLIDUS NETWORKS, INC., dba Pay By Touch, afka Pay By Touch Solutions, a Delaware corporation and the parent of PBTCC and PBTCR ("*Solidus*"). Certain capitalized terms in this Agreement are defined on Schedule A.

## RECITALS

A. Sellers are engaged in the Business.

B. On October 31, 2007, an involuntary chapter 11 bankruptcy petition was commenced against Solidus in the United States Bankruptcy Court for the Central District of California, Los Angeles Division, (the "*Bankruptcy Court*") case number 07-20027-TD. On December 14, 2007, Solidus consented to the entry of an order for relief. Solidus is 100% equity owner of PBTCC and PBTCR.

C. On December 14, 2007, PBTCC and PBTCR each filed voluntary petitions (collectively, the "*Bankruptcy Case(s)*") for relief under Chapter 11 of Title 11, U.S.C. §§101 *et seq.* (as amended) (the "*Bankruptcy Code*"), in the Bankruptcy Court, case numbers 07-21778 and 07-21779, respectively. Pursuant to the Bankruptcy Court's December 17, 2007 Order Directing Joint Administration of Debtors' Cases and Estates Pursuant to Bankruptcy Rule 1015(b), the Bankruptcy Cases are jointly administered with, but not substantively consolidated with, the Solidus bankruptcy case.

D. On February 7, 2008, the Bankruptcy Court entered an order (I) approving bidding procedures for the sale of certain assets of PBTCC and PBTCR, (II) approving the form and manner of notice, (III) scheduling an auction and sale hearing, and (IV) approving procedures for determining cure amounts (the "*Bidding Procedures Order*").

E. Purchaser has joined with certain members of the Sellers' management in offering to purchase the Acquired Assets pursuant to this Agreement.

F. Upon the terms and subject to the conditions set forth in this Agreement, and as authorized under Sections 363 and 365 of the Bankruptcy Code, Sellers desire to sell to Purchaser all right, title and interest of Sellers in and to the Acquired Assets and Purchaser desires to make such purchase, subject to Purchaser's assumption of the Assumed Liabilities and the conditions set forth in this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual promises, representations, warranties and covenants contained in this Agreement and other good and valuable consideration, and intending to be legally bound hereby, the Parties agree:

### 1. CONVEYANCE OF THE ACQUIRED ASSETS:

1.1 **Acquired Assets Transaction.** Upon the terms and subject to the conditions set forth in this Agreement, at Closing Sellers shall sell, transfer, assign, convey and deliver to the Purchaser, and

Purchaser shall purchase, accept and acquire from Sellers, free and clear of all Liens except: (i) Permitted Liens; and (ii) Liens included in the Assumed Liabilities assumed by Purchaser pursuant to Article 2, if any, all of the assets and properties described in Section 1.1.1 below (collectively, the “*Acquired Assets*”), subject in each case to Section 1.1.2.

**1.1.1 Acquired Assets.** The Acquired Assets consist of all of either Seller’s right, title and interest in and to the rights and assets used exclusively to support the Business (other than the Excluded Assets), including, without limitation:

- A. certain Personal Property
- B. Permits
- C. Inventory
- D. Transferred Contracts (including either Seller’s rights against third party manufacturers under such Transferred Contracts)
- E. Administrative Assets
- F. Customer Accounts Receivable
- G. Purchased Intellectual Property, including Trademark Rights in Sellers’ product and service names, but not including Pay By Touch, Solidus, BioPay and Solidus Networks, and including a license to the mark BioPay (which shall be licensed to the Purchaser as more specifically set forth in section 8.5.3.).
- H. Third Party Rights
- I. All goodwill of the Sellers relating to the Business

in each case if such assets are used primarily to support the Business, including, without limitation, all of each Seller’s rights in the assets identified on **SCHEDULE 1.1.1**.

**1.1.2 Excluded Assets.** Notwithstanding anything to the contrary in this Agreement or in any Ancillary Agreement, the following properties and assets shall not be included in the Acquired Assets:

**A. Bailed Assets.** Any machinery, equipment, tools and Inventory owned by any other third party listed in **SCHEDULE 1.1.2.A (“Third Party Bailed Assets”)**.

**B. Personnel and Medical Records.** All work histories, personnel and medical records of employees and former employees of Sellers who worked at any time for any reason at the Business for whom a record exists at the Business at the time of Closing; *provided, however*, so far as legally permissible under applicable data protection, medical confidentiality or similar Laws: Purchaser will be provided the originals of all personnel and medical records of employees of Sellers who have accepted employment with Purchaser in connection with the sale hereunder, with the prior written consent of such employee or after posted written notice or other appropriate notice to such employees if legally

required. If an employee objects to provision of personnel or medical records to Purchaser, the records will not be provided.

**C. Certain Financial Assets.** Cash, cash equivalents, bank accounts and all accounts receivable other than Customer Accounts Receivable.

**D. Tax Refunds.** Any refund of Taxes paid, or claim for refund of Taxes paid, of any kind relating to the Acquired Assets for any period prior to the Closing Date.

**E. Privileged Information and Materials.** Information and materials protected by the attorney-client privilege listed on SCHEDULE 1.1.2.E hereto.

**F. Insurance.** The benefit of any of either Seller's or either Seller's Affiliates' insurance policies relating to the operation of the Business (including any right to proceeds thereunder).

**G. Certain Rights.** All of the rights and claims of either Seller available to Sellers under the Bankruptcy Code, of whatever kind or nature, as set forth in Sections 544 through 551, inclusive, and any other applicable provisions of the Bankruptcy Code, and any related claims and actions arising under such sections by operation of law or otherwise, including any and all proceeds of the foregoing.

**H. Other Excluded Assets.** All computer hardware, equipment and other assets listed on SCHEDULE 1.1.2.H.

**1.1.3 Post-Closing Asset Deliveries.** Should Sellers or Purchaser, in their reasonable discretion, determine after the Closing that books, records or other similar materials constituting Acquired Assets are still in the possession of either Seller, Sellers shall promptly deliver them to Purchaser at no cost to Purchaser. Should Sellers or Purchaser, in their reasonable discretion, determine after the Closing that books, records or other materials constituting Excluded Assets were delivered to Purchaser, Purchaser shall promptly return them to Sellers at no cost to Sellers other than reimbursing Purchaser's reasonable out-of-pocket costs.

**1.1.4 Pro-rations:**

**A.** To the extent that either Seller has made any payment relating to the Business prior to the Closing Date with respect to any item listed in Subparagraph B below relating to periods on or following the Closing Date, Purchaser shall reimburse such Seller on a per diem basis; and

**B.** To the extent Purchaser makes any payment relating to the Business following the Closing Date with respect to any item listed below relating to periods prior to the Closing Date, Sellers shall reimburse Purchaser on a per diem basis, in each case for the following:

**(i)** Rent for the Premises and copier leases and other pre-paid amounts under Transferred Contracts (such other prepaids to be mutually agreed by the parties before Closing);

**(ii)** Personal, real property and other ad valorem Taxes, allocated in accordance with local custom;

(iii) Water, wastewater treatment, sewer charges and other similar types of charges with respect to the Business; and

(iv) Electric, fuel, gas, telephone and internet services and other utility charges.

**C. Further Assurance.** The parties will use commercially reasonable efforts to determine the amounts of the above pro-rations and settle such amounts at Closing. To the extent that, within 60 days after Closing, Sellers, on the one hand, or Purchaser, on the other hand, receive any bill or other invoice for any of the items listed in this Section 1.1.4 or similar items, relating to both pre-Closing and post-Closing periods, Sellers or Purchaser shall, as soon as practicable but no later than 90 days after Closing, send any such bill or invoice to the other Party. If necessary to avoid incurring interest, penalties and/or late charges, Purchaser may pay all amounts shown to be due thereon, and may invoice Sellers for all amounts owed by Sellers thereunder, and in such case Sellers shall reimburse such amounts.

Any payments due under this Section 1.1.4 that have not been settled at Closing shall be made within 15 days after the bill or invoice is sent to a Party (or Affiliate thereof); *provided, however*, that the disputed portion of any such item shall be paid within 15 days after the final determination thereof on an item-by-item basis. When Purchaser makes a payment to a third party which is required to be reimbursed to Purchaser by Sellers, the reimbursement payment shall be considered the repayment of an advance.

## **2. ASSUMPTION OF LIABILITIES:**

**2.1 Assumed Liabilities.** At and as of the Closing, Purchaser shall assume and agree to pay, perform and discharge when due, and shall be liable with respect to, the obligations, liabilities and responsibilities specifically referred to in this Section 2.1 ("**Assumed Liabilities**"), and no others, as follows:

**2.1.1** The obligations of Sellers to be performed under the Contracts listed on **SCHEDULE 2.1.1** (the "**Transferred Contracts**") and the obligations of Sellers to be performed after the Closing Date under licenses and Permits included in the Acquired Assets that are assigned or otherwise transferred to Purchaser pursuant to this Agreement and listed on **SCHEDULE 2.1.1**.

**2.1.2** Obligations described in Article 3 of this Agreement with respect to Transferred Employees.

**2.1.3** The obligations to pay for assets, goods or services ordered by Sellers on or prior to the Closing and that are received by the Purchaser after Closing.

**2.1.4** Liabilities and obligations arising out of, resulting from, or relating to sales pursuant to Transferred Contracts of products or services by the Business, including all Product warranty, Product returns, Product liability (other than design defects) and Product recall liability related thereto.

**2.2 No Expansion of Third Party Rights.** The assumption by Purchaser of the Assumed Liabilities shall in no way expand the rights or remedies of any third party against Purchaser or Sellers as compared to the rights and remedies that such third party would have had against Sellers absent the Bankruptcy Case, had Purchaser not assumed such Assumed Liabilities. Without limiting the generality of the preceding sentence, the assumption by Purchaser of the Assumed Liabilities shall not create any third-party beneficiary rights other than with respect to the Person that is the obligee of such Assumed Liability.



**2.3 Retained Liabilities.** Notwithstanding anything in this Agreement to the contrary, Purchaser shall not assume or be deemed to have assumed, and shall have no liability or obligation with respect thereto, any other liabilities of the Company (collectively, "**Retained Liabilities**") including without limitation the following: (i) liabilities in respect of employment or services performed for the Sellers; (ii) existing litigation for which a claim has been made to or threatened in writing against either Seller; (iii) all Tax liabilities of Sellers for all periods (but excluding any Tax liabilities allocated to Purchaser pursuant to Section 10.3 of this Agreement); (iv) any liability or obligation of Sellers for administrative fees and expenses, including, without limitation, any claims arising under Section 503(b) of the Bankruptcy Code; (v) any liability or obligation of Sellers for transaction fees and expenses and fees and expenses payable to lenders, brokers, financial advisors, legal counsel, accountants and other professionals in connection with this Agreement; (vi) all Claims and Liens, except for Assumed Liabilities; (vii) all liabilities to employees of Sellers, (viii) any environmental liabilities first existing or occurring prior to the Closing Date, (ix) any liability or obligation relating to any Excluded Assets, or under any document, instrument or agreement within the definition of Acquired Assets but that is not in fact transferred to Purchaser, (x) any liability or obligation associated with or in any way related to (in whole or in part): (x) any benefit plan, (y) any other plan, agreement, arrangement or understanding of Sellers that provides any compensation, bonus or benefit to any employee (including any collective bargaining agreement), (z) any event, occurrence, injury or illness occurring on or before the Closing Date (including any claims under workers' compensation laws or medical, health or disability claims arising after the Closing Date to the extent related to any event, occurrence, injury, illness or condition occurring on or before the Closing Date), (xi) any liability or obligation not expressly assumed pursuant to Section 2.1 hereof; and (xii) all Cure Amounts.

**3. ACQUIRED ASSETS; PERSONNEL MATTERS; TRANSFERRED EMPLOYEES.**

**3.1 Employees.**

**3.1.1** Listed on **SCHEDULE 3.1.1** are all employees and consultants of Sellers that, as of January 30, 2008, performed services exclusively for the Business, and with respect to each such employee to whom Purchaser will offer employment, except for those Business Employees who have accepted an offer of employment from Solidus or an Affiliate of Solidus on or prior to the Closing Date, with such new employment to commence (if accepted) with effect from the Closing and will confirm the list of such employees to Sellers promptly thereafter.

**3.1.2** Purchaser's offer of employment described in Section 3.1.1 shall give each such employee credit for time previously employed by Sellers for vacation purposes. Any employee that accepts and commences employment with Purchaser pursuant to a written offer letter with Purchaser shall be referred to herein as a "**Transferred Employee**".

**3.1.3** Purchaser's offer of employment described in Section 3.1.1 will not include any obligation by Purchaser to pay, reward or otherwise compensate any Transferred Employee for any back pay, wages, salary, accrued vacation, commission or bonus that was earned or accrued on or prior to the Closing Date.

**3.2 Cooperation.** Sellers and Purchaser will provide each other with such records and information as may be reasonably necessary, appropriate and permitted under applicable Law to carry out their obligations under this Article 3.

**3.3 No Third Party Rights.** No provision of this Agreement confers rights or remedies upon any person, including Transferred Employees, other than the Parties.

#### 4. PURCHASE PRICE:

**4.1 Purchase Price; Deposit Amount.** Subject to the terms and conditions of this Agreement, in consideration of the Sale, the aggregate purchase price for the Acquired Assets shall be the amount of: (a) \$4,200,000; plus (b) assumption of the Assumed Liabilities. The final aggregate purchase price, as so determined, is referred to herein as the "**Purchase Price**".

**4.1.1 Deposit Amount.** Upon execution of this Agreement, Purchaser shall deposit with Solidus, in a segregated, lien-free account, \$150,000 in immediately available funds (such amount, together with the interest accrued thereon prior to the Closing, the "**Deposit Amount**"), to be released in accordance with the following procedures:

**A.** If the Closing occurs, the Deposit Amount shall be applied towards the Purchase Price and Solidus shall transfer the Deposit Amount to an account designated by Sellers, to be retained by Sellers.

**B.** Upon any termination pursuant to Section 9.1.2(b), Solidus shall transfer the Deposit Amount to an account designated by Sellers, to be retained by Sellers.

**C.** Upon termination of this Agreement for any other reason, Solidus shall deliver the Deposit Amount, by wire transfer of immediately available funds, to an account designated by Purchaser, to be retained by Purchaser.

**4.1.2 Delivery of Purchase Price.** At the Closing, Purchaser shall pay to Sellers, an aggregate amount equal to the Purchase Price less the Deposit Amount (apportioned pursuant to the allocation referred to in Section 4.2) by wire transfer in immediately available funds to an account specified by Sellers.

**4.2 Allocation of Purchase Price.** The Parties agree to allocate the Purchase Price among the Business and the agreements provided herein for transfer of the Business to Purchaser, for all purposes (including financial, accounting and tax) (the "**Allocation**") in a manner consistent with the Allocation Schedule set forth in SCHEDULE 4.2 to be mutually agreed upon by Purchaser and Sellers in accordance with Section 1060 of the Internal Revenue Code based on the fair market value of the Acquired Assets. Purchaser shall provide to Sellers a draft Allocation within 15 days following the Closing Date. This Allocation shall become final and binding on the parties, unless Sellers notify Purchaser within 15 days after receipt of such Allocation of Sellers' disagreement with such Allocation. In the event Sellers timely notify Purchaser of such disagreement, the parties shall resolve such disagreement in the manner described in Section 11.18 of this Agreement. Purchaser and Sellers shall each report the federal, state and local income and other Tax consequences of the purchase and sale contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under Section 1060 of the Internal Revenue Code (or any successor form or successor provision of any future tax law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable law. Sellers shall provide Purchaser and Purchaser shall provide Sellers with a copy of any information required to be furnished to the Secretary of the Treasury under Internal Revenue Code Section 1060.

#### 5. REPRESENTATIONS AND WARRANTIES:

**5.1 Representations and Warranties of Sellers.** All information set forth in the Disclosure Schedules with respect to any clause of this Section 5.1 shall be deemed disclosed under and incorporated

into any other clause of this Section 5.1 as to which it is reasonably apparent that such disclosure relates based solely on the language in such disclosure and such other clause. Sellers represent and warrant to Purchaser as follows:

**5.1.1 Organization and Good Standing.** Except as otherwise set forth on **SCHEDULE 5.1.1**, Sellers are corporations duly organized, validly existing and in good standing under the laws of the state of Delaware and qualified to do business as foreign corporations in the state of Virginia, and have all requisite corporate power and, subject to any required Bankruptcy Court approval, authority to own, lease and operate their properties and assets and to carry on the Business as presently conducted, and each is in good standing in all jurisdictions in which it owns or leases real property, except where the failure so to qualify or to be so licensed would not have a Material Adverse Effect.

**5.1.2 Corporate Power; Due Authorization.** Each Seller has the corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party, subject to Bankruptcy Court approval, and to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated herein and therein. The execution, delivery and performance of this Agreement and the Ancillary Agreements by each Seller and the consummation of the contemplated transactions have been duly authorized by all necessary action on the part of such Seller. Subject to the entry and effectiveness of the Sale Approval Order, this Agreement and the Ancillary Agreements have been duly and validly executed and delivered by or on behalf of Sellers and (assuming this Agreement constitutes a valid and binding obligation of Purchaser) each such agreement constitutes a legal, valid and binding agreement of Sellers, enforceable against Sellers in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other laws affecting creditors' rights generally from time to time in effect and to general equitable principles.

**5.1.3 Consents and Approvals.** No consent, approval, authorization of, declaration, filing or registration with any domestic or foreign government or regulatory authority or any other third party is required to be made or obtained by either Seller in connection with the execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements (including the assignment of all Transferred Contracts and all Purchased Intellectual Property), except for: (a) consents, approvals, authorizations of, declarations or filings with, the Bankruptcy Court that have been made or obtained, or will be made or obtained prior to the Closing; and (b) the Whorl Order. The items referred to in clauses (a) and (b) of this Section 5.1.3 are hereinafter referred to as the "**Third-Party Requirements**."

**5.1.4 Delivery of Title to Purchaser.** Upon entry by the Bankruptcy Court of the Sale Approval Order, Sellers shall transfer the Acquired Assets free and clear of any Lien, except as otherwise expressly indicated on **SCHEDULE 5.1.5.A**.

**5.1.5 Condition of Personal Property.** To Sellers' Knowledge, the Personal Property included in the Acquired Assets is in such condition (considering age and purpose for which used) as to enable the Business to be conducted as currently conducted without material disruption.

**5.1.6 Litigation.** Except for the pendency of the Bankruptcy Case and any Claims referred to in **SCHEDULE 5.1.6**, there is no suit, action, proceeding or, to Sellers' Knowledge, investigation (whether at law or equity, before or by any federal, state or foreign commission, court, tribunal, board, agency or instrumentality, or before any arbitrator) pending against either Seller. Disclosure of the Whorl Claim in this Agreement or the schedules hereto shall not alleviate Sellers' obligations to obtain the Whorl Order.

### **5.1.7 Intellectual Property Assets:**

**A.** SCHEDULE 5.1.7.A sets forth a true and complete list of (1) each patent, trademark registration, copyright registration, domain name registration, and application therefor included in the Owned Intellectual Property included in the Acquired Assets and (2) all material Licensed Intellectual Property included in the Acquired Assets. To Sellers' Knowledge there are no material impediments to the ability of Sellers under applicable Laws to maintain in effect or renew, in all material respects, their respective rights in and to the Owned Intellectual Property included in the Acquired Assets, except where the failure to do so will not have a Material Adverse Effect. Except as set forth on SCHEDULE 5.1.3, SCHEDULE 5.1.11 and/or SCHEDULE 6.2.3, to Sellers' Knowledge there are no, and as of the Closing there will not be any, impediments to the ability of Sellers under applicable Law to grant to Purchaser, in all material respects, by license or assignment the rights to the Licensed Intellectual Property included in the Acquired Assets as contemplated in this Agreement, free and clear of all Liens and Claims, except where the failure to do so will not have a Material Adverse Effect.

**B.** To Sellers' Knowledge, Sellers are conducting the Business in a manner that does not violate the intellectual property right of another Person and no Claim has been made by any third party against either Seller of Intellectual Property infringement or misappropriation resulting from the operation of the Business, except as set forth in SCHEDULE 5.1.7.B.

**C.** Sellers have not granted any license, sublicense or other permission to use the Owned Intellectual Property included in the Acquired Assets to any third party, except as set forth on SCHEDULE 5.1.7.C.

**D.** Except as set forth on SCHEDULE 5.1.7.D: (1) all Owned Intellectual Property included in the Acquired Assets is owned solely and exclusively by Sellers; and (2) upon entry by the Bankruptcy Court of the Sale Approval Order, Sellers shall transfer the Owned Intellectual Property included in the Acquired Assets free and clear of any Liens and Claims thereon.

**E.** Except as set forth on SCHEDULE 5.1.7.E, no Owned Intellectual Property included in the Acquired Assets or any Product that contains any Owned Intellectual Property included in the Acquired Assets is, in whole or in part, governed by an Excluded License. For purposes of this Agreement, an "**Excluded License**" means any license that requires, as a condition of modification and/or distribution of software subject to the Excluded License, that: (1) such software and/or other software combined and/or distributed with such software be disclosed or distributed in source code form or (2) such software and/or other software combined and/or distributed with such software and any associated intellectual property be licensed on a royalty free basis (including for the purpose of making additional copies or derivative works).

**5.1.8 Insurance.** SCHEDULE 5.1.8 contains a complete and correct list, in all material respects, of all material policies of insurance included in the Acquired Assets indicating for each policy the carrier, risks insured, the amounts of coverage, deductible, expiration date and any material pending claims thereunder. All such policies are outstanding and in full force and effect.

**5.1.9 Compliance with Permits.** All Permits that are necessary to support the Business and the ownership and operation of the Acquired Assets have been duly obtained, are in full force and effect, and, to Sellers' Knowledge, are listed on SCHEDULE 5.1.9, and there are no proceedings pending that may result in the revocation, cancellation or suspension, or any materially adverse modification, of any such Permit, except in each case as would not, individually or in the aggregate, result in a Material Adverse Effect. The Business is in compliance with all Permits, except where the failure to be in compliance would not have a Material Adverse Effect. The execution, delivery and performance of,

and compliance with, this Agreement and the Ancillary Agreements by Sellers will not, with or without the passage of time or the giving of notice, result in any such violation or be in conflict with or constitute a default under any Permit.

**5.1.10 Brokers.** Sellers have employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which Purchaser would be liable.

**5.1.11 No Violations.** Assuming that the Third-Party Requirements will be satisfied, made or obtained and will remain in full force and effect, neither the execution, delivery or performance of this Agreement and the Ancillary Agreements by Sellers, nor the consummation by Sellers of the Sale, nor compliance by Sellers with any of the provisions hereof and of the Ancillary Agreements, will, with or without the passage of time or the giving of notice: (a) result in any breach of any provisions of the articles of incorporation or bylaws of Sellers; (b) result in a violation, or breach of, or constitute (with or without due notice or lapse of time) a default (or give rise to any right of termination, cancellation, amendment, vesting, payment, exercise, acceleration, suspension or revocation) under any of the terms, conditions or provisions of any note, bond, mortgage, deed of trust, security interest, indenture, loan or credit agreement, license, permit, contract, lease, agreement, plan or other instrument, commitment or obligation to which either Seller is a party or by which its properties or assets may be bound or affected; (c) violate any order, writ, governmental authorization, injunction, decree, statute, rule or regulation applicable to either Seller or to any of its properties or assets; or (d) result in the creation or imposition of any Lien other than Permitted Liens on any asset of either Seller, except in the case of clauses (b), (c) and (d) above, for violations, breaches, defaults, terminations, cancellations, accelerations, creations, impositions, suspensions or revocations that: (1) would not individually or in the aggregate have a Material Adverse Effect; or (2) are excused by or unenforceable as a result of the filing of the Bankruptcy Case or the applicability of any provision of or any applicable law of the Bankruptcy Code.

#### **5.1.12 Contracts.**

**A.** SCHEDULE 5.1.12.A lists all Contracts of either Seller that involve payment or performance obligations that individually will or are likely to exceed \$250,000 in the twelve months ended December 31, 2008, other than Accounts Receivable (collectively, "*Listed Contracts*"). Sellers have made available to Purchaser either (1) copies that are true, correct and complete in all material respects or (2) written descriptions that are accurate in all material respects of the Listed Contracts, except as set forth on SCHEDULE 5.1.12.A. SCHEDULE 5.1.12.A identifies all Post-Petition Contracts included within the Listed Contracts other than immaterial Post-Petition Contracts and open purchase orders entered into in the Ordinary Course of Business. Except as set forth on SCHEDULE 5.1.12.A, and except for Post-Petition Contracts that are immaterial to the Business, none of the Post-Petition Contracts included within the Listed Contracts contains any provisions restricting its assignment to Purchaser pursuant to the terms of this Agreement.

**B.** Each of the Listed Contracts is valid, binding and, subject to payment of all Cure Amounts, if applicable (which Cure Amounts will be paid by Sellers as set forth in the Sale Approval Order), enforceable against Sellers that are party thereto, to the extent set forth therein, and, to Sellers' Knowledge, the other parties thereto, in accordance with its terms, and is in full force and effect. Except as set forth on SCHEDULE 5.1.12.B, and other than with respect to monetary defaults by Sellers under Listed Contracts that are curable by payment of all Cure Amounts, if applicable, Sellers, and to Sellers' Knowledge each of the other parties thereto, have in all material respects performed all obligations required to be performed by them to date under, and are not in material default (except with respect to defaults that need not be cured under Section 365 of the Bankruptcy Code for Sellers to assume and assign to Purchaser such Listed Contracts, if applicable) in respect of, any of such Listed Contracts,

and there is not a material default thereunder or material claim of default (except with respect to defaults that need not be cured under Section 365 of the Bankruptcy Code for Sellers to assign such Listed Contracts to Purchaser, if applicable) and there has not occurred any event that, with the passage of time or the giving of notice or both, would constitute a material default thereunder (except with respect to defaults that need not be cured under Section 365 of the Bankruptcy Code for Sellers to assign such Listed Contracts to Purchaser, if applicable), on the part of Sellers, or to Sellers' Knowledge, on the part of any other party thereto. Except as set forth in **SCHEDULE 5.1.12.B**, and other than with respect to monetary defaults by Sellers under Listed Contracts that are curable by payment of all Cure Amounts, if applicable, Sellers have received no written claim or notice from any other party to any such Listed Contract that either Seller has breached in any material respects any obligations to be performed by it thereunder, or is otherwise in material default or delinquent in any material respects in performance thereunder (except with respect to defaults, delinquencies or obligations that need not be cured or performed, as appropriate, under Section 365 of the Bankruptcy Code for Sellers to assume and assign such Listed Contracts to Purchaser, if applicable).

**5.1.13 Business Employees.** **SCHEDULE 5.1.13** contains a list of all Business Employees, and, to Sellers' knowledge, the information thereon is true, complete and correct in all material respects.

**5.1.14 Absence of Other Representations or Warranties.** Except for the representations and warranties expressly set forth in Section 5.1 of this Agreement and the Ancillary Agreements, Sellers make no representations or warranties, express or implied, with respect to the Acquired Assets, the Assumed Liabilities, the sale of the Acquired Assets, and in particular but without limitation, Sellers make no representations with respect to any plan(s) of Purchaser for the future conduct of the Business. For the avoidance of doubt, no warranty or representation is given on the contents of the documents provided in due diligence, on any other documents or other information not contained in this Agreement or the Ancillary Agreements, or on any projected volumes of the Business, all which were produced only for information purposes.

**5.2 Representations and Warranties of Purchaser.** Purchaser warrants and represents to Sellers as follows:

**5.2.1 Corporate Data.** Purchaser is a legal entity duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all requisite corporate or other organization power and authority to own, lease and operate its properties and assets.

**5.2.2 Corporate Power; Due Authorization.** Purchaser has the corporate or other organizational power and authority to execute and deliver this Agreement and the Ancillary Agreements and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated herein and therein. The execution, delivery and performance of this Agreement and the Ancillary Agreements have been duly authorized by all necessary action on the part of Purchaser. This Agreement is, and the Ancillary Agreements to which Purchaser is a party will be, when executed and delivered (assuming this Agreement constitutes a legal, valid and binding obligation of Sellers), valid and legally binding obligations of Purchaser, enforceable against Purchaser in accordance with their respective terms, except as enforcement of such terms may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or proceedings affecting the enforcement of creditors' rights generally and by the availability of equitable remedies and defenses.

**5.2.3 No Violations.** Neither the execution, delivery or performance of this Agreement by Purchaser, nor the consummation by Purchaser of the transactions contemplated herein, nor compliance by Purchaser with any of the provisions hereof, will: (a) except for the Third-Party

Requirements, require Purchaser to obtain any consent, approval or action of, or make any filing with or give notice to, any domestic or foreign governmental or regulatory body or any other Person; (b) conflict with or result in any breach of any provisions of the certificate of incorporation or bylaws of Purchaser; or (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Purchaser or Purchaser's properties or assets.

**5.2.4 Litigation.** Except for the pendency of the Bankruptcy Case, there is no suit, action, proceeding or investigation (whether at law or equity, before or by any federal, state or foreign commission, court, tribunal, board, agency or instrumentality, or before any arbitrator) pending or, to the knowledge of Purchaser, threatened against or affecting Purchaser which could reasonably be expected to result in the issuance of an Order outstanding restraining, enjoining or otherwise prohibiting Purchaser from consummating the transactions contemplated by this Agreement.

**5.2.5 Brokers.** Purchaser has employed no finder, broker, agent or other intermediary in connection with the negotiation or consummation of this Agreement or any of the transactions contemplated hereby for which Sellers would be liable.

**5.2.6 Solvency.** Upon the consummation of the transactions contemplated by this Agreement: (a) Purchaser will not be insolvent; (b) Purchaser will not be left with unreasonably small capital; (c) Purchaser will not have incurred debts beyond its ability to pay such debts as they mature; (d) the capital of Purchaser will not be impaired; and (e) immediately following closing, Purchaser will have sufficient capital to continue the Business as a going concern (it being understood that Purchaser will have no obligation to continue all or any portion of the Business as a going concern).

**5.2.7 Availability of Funds.** Purchaser has or will have available, at or prior to Closing, sufficient cash in immediately available funds to pay the Purchase Price and all costs, fees and expenses necessary to consummate the transactions contemplated by this Agreement and the Ancillary Agreements.

**5.2.8 Adequate Assurance of Future Performance.** Purchaser has provided, at the time set forth in the Bidding Procedures Order, adequate assurance of its future performance under each Assumed Contract to the parties thereto (other than Sellers) in satisfaction of Section 365(f)(2)(B) of the Bankruptcy Code, and no other or further assurance shall be necessary thereunder with respect to any Assumed Contract.

**5.2.9 Compliance with Law.** Purchaser is in compliance with all Laws applicable to it, except with respect to those violations that could not reasonably be expected to result in the issuance of an order restraining, enjoining or otherwise prohibiting Purchaser from consummating the transactions contemplated by this Agreement.

**5.2.10 Anti-Money Laundering.** Purchaser is in compliance with: (a) all applicable provisions of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-57) ("*USA PATRIOT Act*") as amended and all regulations issued pursuant to it; (b) Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibited Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism; (c) the International Emergency Economic Power Act (50 U.S.C. 1701 *et seq.*), and any applicable implementing regulations; (d) the Trading with the Enemies Act (50 U.S.C. 50 *et seq.*), and any applicable implementing regulations; and (e) all applicable legal requirements relating to anti-money laundering, anti-terrorism and economic sanctions in the jurisdictions in which Purchaser operates or does business. Neither the Purchaser nor any of its directors, officers or affiliates is identified on the United States Treasury Department Office of Foreign Asset

Control's ("**OFAC**") list of "Specially Designated Nationals and Blocked Persons" (the "**SDN List**") or otherwise the target of an economic sanctions program administered by OFAC, and Purchaser is not affiliated in any way with, or providing financial or material support to, any such persons or entities. Purchaser agrees that should it, or any of its directors, officers or affiliates be named at any time in the future on the SDN List, or any other similar list maintained by the United States Government, Purchaser shall inform Sellers in writing immediately.

**5.3 Survival of Representations, Warranties and Covenants of Sellers and Purchaser.**

The representations and warranties made by Sellers and Purchaser in this Agreement, any Ancillary Agreement or any other document delivered to Purchaser hereunder or thereunder shall survive the execution and delivery of this Agreement and through the Closing, but shall not survive, and shall terminate at, the Closing. The covenants made by Sellers and Purchaser in this Agreement or any Ancillary Agreement shall survive the Closing.

**6. CONDITIONS TO CLOSING:**

**6.1 Conditions to Obligations of Sellers and Purchaser.** The respective obligations of each Party to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver at or prior to the Closing Date of the following conditions precedent:

**6.1.1 Sale Approval Order.** The Sale Approval Order, in form and substance reasonably satisfactory to Purchaser and Sellers, shall be entered by the Bankruptcy Court and shall not be subject to a stay or injunction.

**6.1.2 Whorl Order.** Solidus and Sellers shall have obtained the Whorl Order.

**6.1.3 No Law, Judgments, etc.** No provisions of any applicable Law and no judgment, injunction (preliminary or permanent), order or decree that prohibits, makes illegal or enjoins the consummation of the transactions contemplated by this Agreement shall be in effect (each Party taking any and all steps required by Section 8.2 of this Agreement).

**6.2 Conditions to Obligations of Purchaser.** The obligation of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Purchaser):

**6.2.1 Accuracy of Representations and Warranties.** Except as otherwise permitted by this Agreement, and after giving effect to the Sale Approval Order, the representations and warranties of Sellers contained in this Agreement that are qualified by materiality shall be true and correct, and the other representations and warranties of Sellers contained in this Agreement shall be true and correct in all material respects, in each case as of the date hereof and as of the Closing Date as if made on such date (except for representations and warranties that speak as of a specific date or time, which shall be true and correct only as of such date or time), other than any inaccuracies that do not, in the aggregate, have a Material Adverse Effect.

**6.2.2 Performance of Covenants.** Each of the Ancillary Agreements to which Sellers are parties shall have been executed and delivered by Sellers to Purchaser, and all other agreements and transactions contemplated hereby or in any Ancillary Agreement to be performed by Sellers on or before the Closing shall have been performed in all respects.



**6.2.3 Other Approvals.** Except as expressly obviated by the terms of the Sale Approval Order, the Third-Party Requirements shall have been obtained or made in form and substance reasonably satisfactory to the Purchaser.

**6.2.4 Bill of Sale; Assignment Agreement.** Sellers shall have delivered to Purchaser an executed Assignment and Assumption Agreement referred to in Section 7.2.1 and the Bill of Sale referred to in Section 7.2.2.

**6.3 Conditions to Obligations of Sellers.** Except as otherwise permitted by this Agreement, the obligation of Sellers to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following conditions (any one or more of which may be waived in whole or in part by Sellers):

**6.3.1 Accuracy of Representations and Warranties.** The representations and warranties of Purchaser contained in this Agreement that are qualified by materiality shall be true and correct, and the other representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects, in each case as of the Closing Date if made on such date (except for representations and warranties that speak as of a specific date or time, which shall be true and correct only as of such date or time), other than any inaccuracies that do not, in the aggregate, have a material adverse effect on Purchaser.

**6.3.2 Performance of Covenants.** Each of the Ancillary Agreements to which Purchaser is a party shall have been executed and delivered by Purchaser to Sellers, and all other agreements and transactions contemplated hereby or in any Ancillary Agreement to be performed by Purchaser on or before the Closing shall have been performed in all material respects, and Purchaser shall provide adequate assurance of future performance under the Ancillary Agreements.

**6.3.3 Delivery of Purchase Price.** Purchaser shall have delivered to Sellers the Purchase Price by wire transfer, in immediately available funds, to such bank account or bank accounts as shall be specified by Sellers to Purchaser on the Closing Date.

**6.3.4 Assignment Agreement.** Purchaser shall have delivered to Sellers an executed Assignment and Assumption Agreement referred to in Section 7.2.1

## **7. CLOSING:**

**7.1 The Closing.** Subject to the satisfaction of the conditions set forth in Article 6 of this Agreement, the closing (the "**Closing**") of the transactions contemplated hereby shall take place at the offices of Cooley Godward Kronish LLP, 101 California Street, Fifth Floor, San Francisco, California at 10:00 a.m. on the second Business Day after the conditions set forth in Article 6 shall have been satisfied or waived (other than conditions which by their nature can be satisfied only at the Closing), or on such other date or at such other time as the Parties may agree.

**7.2 Ancillary Agreements.** At the Closing, the Parties shall execute and deliver each to the other the following agreements to which they are a party:

**7.2.1** Assignment and Assumption Agreement relating to the Transferred Contracts, consistent with the Sale Approval Order substantially in the form attached hereto as **SCHEDULE 7.2.1**.

**7.2.2** Bill of Sale substantially in the form attached hereto as **SCHEDULE 7.2.2**.

**7.3 Sellers' Deliveries.** At the Closing, Sellers shall deliver to Purchaser the following, in proper form for recording where appropriate:

**7.3.1** Executed assignments for the Permits and Contracts included in the Acquired Assets.

**7.3.2** An officer's certificate, dated as of the Closing Date, executed on behalf of Sellers, certifying that the conditions specified in Section 6.2 have been fulfilled.

**7.3.3** Certified copies of all orders of the Bankruptcy Court pertaining to the contemplated transactions contemplated by this Agreement and the Ancillary Agreements, including the Sale Approval Order.

**7.3.4** Duly executed Bill of Sale transferring the Acquired Assets to Purchaser.

**7.3.5** Appropriate receipts.

**7.4 Purchaser's Deliveries.** At the Closing, Purchaser shall deliver to Sellers, in proper form for recording where appropriate:

**7.4.1** The Purchase Price less the Deposit Amount as required by, and in accordance with, Section 4.1.

**7.4.2** An Assignment and Assumption Agreement pursuant to which the Purchaser assumes the Assumed Liabilities.

**7.4.3** An officer's certificate, dated as of the Closing Date, executed on behalf of Purchaser, certifying that the conditions specified in Section 6.3 have been fulfilled.

**8. CERTAIN ADDITIONAL COVENANTS:**

**8.1 Bankruptcy Actions:**

**8.1.1** Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Approval Order and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code.

**8.1.2** This Agreement is subject to approval by the Bankruptcy Court.

**8.2 Registrations, Filings and Consents; Further Actions.** Upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all appropriate actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements as promptly as practicable including, without limitation, using their reasonable best efforts to cause the satisfaction of all conditions to Closing.

### **8.3 Operation of the Business Pending Closing:**

**8.3.1** Except: (a) as otherwise provided herein; (b) as required by or resulting from the Bankruptcy Case or otherwise approved by the Bankruptcy Court; (c) subject to any changes that may be required under applicable Laws; and (d) as set forth in the following sentence, until the Closing, Sellers will (i) carry on the Business in substantially the same manner as heretofore, (ii) will perform in all material respects all of their obligations under all Listed Contracts and not amend, alter or modify in any significant respect that is materially adverse to the Business any provision of any Listed Contract, (iii) keep in full force and effect insurance comparable in amount and scope to coverage maintained by them on the date of this Agreement, (iv) use commercially reasonable efforts to maintain and preserve relations with customers, suppliers, employees and others having business relations with the Business and (v) endeavor to maintain the goodwill of the Business.

**8.3.2** Sellers shall promptly notify Purchaser if Sellers become aware of the occurrence of any event or circumstance that would reasonably be expected to cause the conditions set forth in Sections 6.1 or 6.2 hereof not to be satisfied including, without limitation, any event or circumstance that, upon the occurrence of such event or circumstance, causes any representation or warranty of Sellers to be untrue in any material respect at the time of the occurrence of such event or condition.

**8.3.3** Purchaser shall promptly notify Sellers if Purchaser becomes aware of the occurrence of any event or circumstance that could reasonably be expected to cause the conditions set forth in Sections 6.1 or 6.3 hereof to be satisfied including, without limitation, any event or circumstance that, upon the occurrence of such event or circumstance, causes any representation or warranty of the Purchaser to be untrue in any material respect at the time of the occurrence of such event or condition.

**8.4 Assumed Contracts; Cure Amounts.** Sellers shall pay Cure Amounts as agreed to by Sellers and each party to an Assumed Contract or, absent such agreement, by order of the Bankruptcy Court in the time and manner specified by the Sale Approval Order.

**8.5 Post-Closing Covenants.** From and after the Closing, each of the Parties will perform its respective covenants and agreements set forth below:

#### **8.5.1 Books and Records and Litigation Assistance From and After Closing:**

**A.** Purchaser and its Affiliates shall use reasonable efforts to preserve and keep all books, records, computer files, software programs and any data processing files delivered to Purchaser by Sellers and their Affiliates pursuant to the provisions of this Agreement for a period of not less than one year from the Closing Date, or for any longer period as may be required of the Business by any government agency, law, regulation, audit or appeal of Taxes, or Tax examination at Purchaser's sole cost and expense. If and when Purchaser believes that such records are no longer legally required, it will notify Sellers. During such period, Purchaser shall: (i) provide Sellers or their Affiliates with such documents and information as necessary, consistent with past practice, to complete the accounting books and records of the Business as of December 31, 2008; and (ii) make such books and records available to Sellers and their Affiliates as may be reasonably required by Sellers in connection with the Bankruptcy Case, in connection with any legal proceedings against or governmental investigations of Sellers and their Affiliates or in connection with any Tax examination, audit or appeal of Taxes of Sellers and their Affiliates, the Business or the Acquired Assets during such period. Sellers shall reimburse Purchaser for the reasonable out-of-pocket expenses incurred in connection with any request by Sellers to make available records pursuant to the foregoing sentence. In the event Purchaser wishes to destroy or dispose of such books and records after one year from the Closing Date, it shall first give not less than 30 days' prior written notice to Sellers, and Sellers shall have the right, at their option, upon prior written notice

given to Purchaser within 20 days of receipt of Purchaser's notice, to take possession of said records within 30 days after the date of Purchaser's notice to Sellers hereunder.

**B.** Purchaser, for itself and on behalf of its Affiliates, agrees to: (i) retain all documents required to be maintained by federal, state, national or local legislation or regulations; (ii) make available documents and records delivered to it by Sellers reasonably necessary in connection with any pursuit, contest or defense related to the Business, including documents that may be considered to be "confidential" or subject to trade secret protection (except that: (a) no documents or records protected by the attorney client privilege in favor of Purchaser must be made available if making these documents or records available would cause the loss of this privilege (in any case, however, Purchaser must notify Sellers of the existence of such privileged documents); and (b) Sellers will agree to keep confidential and not use for any other purpose documents and records that are confidential or are subject to trade secret protection); and (iii) make available, as may be reasonably necessary and upon reasonable advance notice and for reasonable periods so as not to significantly interfere with Purchaser's business, mutually acceptable engineers, technicians or other knowledgeable individuals to assist Sellers and their Affiliates in connection with such claim.

**8.5.2 Payment and Collections.** Sellers shall take such action as may be reasonably necessary to segregate payments made or collections received on behalf of Purchaser after Closing, and Purchaser shall take such action as may be reasonably necessary to segregate payments made or collections received on behalf of Sellers after Closing, in order to ensure that the cost of the related liability or the benefits of the related assets accrue to the appropriate Party in accordance with the terms of this Agreement. To the extent that any such collections are received after Closing in the form of checks or other negotiable instruments payable to the other Party, Sellers or Purchaser, as appropriate, shall promptly take all necessary action to endorse such checks or instruments to permit the appropriate Party to collect the proceeds of such checks and instruments. Sellers shall promptly send Purchaser copies of all remittance advices and checks related to payments received by Sellers with respect to such items. Purchaser shall notify the Business' customers of the change in address of the owner of the Acquired Assets as may be required in order for such customers to properly remit any payments required under any applicable Acquired Asset and Sellers shall cooperate with Purchaser as is reasonably necessary to so notify such customers, including providing appropriate contact information for each such customer.

**8.5.3 Intellectual Property Transition Rights.** Sellers will have the right to continue to use any corporate name and Administrative Assets included in the Acquired Assets and bearing any trademark, service mark, trade name or related corporate name included in the Acquired Assets, but only in connection with the Bankruptcy Case and the matters contemplated by this Agreement.

**A. BioPay Mark.** From and after the Closing until the one year anniversary of the Closing, Solidus and each Seller unconditionally grant to Purchaser a non-exclusive, perpetual, irrevocable, fully-paid right and license to the "BioPay" mark, solely for use in connection with operating the Business as it is presently being conducted. This license may not be sublicensed, but may be used by Customers of Purchaser solely as set forth in this Section 8.5.3.A. Purchaser's rights to the BioPay mark are limited to the express terms of this Section 8.5.3.A and Purchaser does not receive any right, title or interest in or to such mark other than as set forth in this Section 8.5.3.A.

**B. Patent 10/277,017.** From and after the Closing, Solidus and each Seller unconditionally grant to Purchaser a non-exclusive, perpetual, irrevocable, fully-paid right and license to patent 10/277,017 (pertaining to biometric check cashing involved in binning of checks for deposit (Check 21)), solely for use in such applications limited to those as presently applied by the Sellers and involving the electronic scanning of checks(Check 21) using the Sellers' software for binning of those checks for electronic clearance by merchant banks. This license may not be sublicensed, but may be used

by Customers of Purchaser solely as set forth in this Section 8.5.3.B. Purchaser's rights to patent 10/277,017 are limited to the express terms of this Section 8.5.3.B and Purchaser does not receive any right, title or interest in or to such mark other than as set forth in this Section 8.5.3.B.

**C. Patent 10/983,786.** From and after the Closing, Solidus and each Seller unconditionally grant to Purchaser a non-exclusive, perpetual, irrevocable, fully-paid right and license to patent 10/983,786 (pertaining to Biometric Check Cashing tied to voucher issuing as incentive), solely for use as currently functional in Seller's Paycheck Secure software, whereby the merchant issues a coupon voucher to the customer as a rebate of the check cashing fee, and such voucher is redeemable at the merchant check cashing. This license may not be sublicensed, but may be used by Customers of Purchaser solely as set forth in this Section 8.5.3.C. Purchaser's rights to patent 10/983,786 are limited to the express terms of this Section 8.5.3.C and Purchaser does not receive any right, title or interest in or to such mark other than as set forth in this Section 8.5.3.C.

**D. Tibor Patents.** After the date on which the Settlement Agreement and Release dated as of February 20, 2008 between Solidus, the Sellers, Biometric Payment Solutions, Inc., and other parties (the "**BPS Agreement**") becomes effective, Solidus and each Seller shall transfer to Purchaser, on a nonexclusive basis, the rights and obligations under the Patent Reconveyance and License Agreement attached as Exhibit B to the BPS Agreement.

**8.6 Certain Transactions.** Purchaser shall not, and shall cause its Affiliates not to, acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets if the entering into of a definitive agreement relating to or the consummation of such acquisition, merger or consolidation would reasonably be expected to: (a) impose any material delay in the obtaining of, or significantly increase the risk of not obtaining, any authorizations, consents, orders, declarations or approvals of any Governmental Entity necessary to consummate the transactions contemplated by this Agreement or the Ancillary Agreements or the expiration or termination of any applicable waiting period; (b) significantly increase the risk of any Governmental Entity entering an order prohibiting the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements; (c) significantly increase the risk of not being able to remove any such order on appeal or otherwise; or (d) materially delay or prevent the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements.

**8.7 Communications with Customers and Suppliers.** Prior to the Closing, Purchaser shall not, and shall cause its Subsidiaries and representatives not to, contact, engage in any discussions or otherwise communicate with any of the Business' customers, suppliers and others with whom it has material commercial dealings, which discussions or communications could reasonably be construed as likely to adversely affect the operations of the Business, without obtaining the prior written consent of Sellers (which may be conditioned on Sellers having the right to participate in any meetings or discussion with any such customers, suppliers or others); provided, that Purchaser and Sellers shall work together in good faith to arrange for an orderly transition of customer, supplier, and other third party relationships, including, without limitation, at the request of Purchaser, meetings and other correspondence with such customers, suppliers, and other third parties to ensure such orderly transition.

**8.8** [Intentionally Omitted.]

**8.9 Cooperation of Solidus.** Solidus shall perform all such acts and deliver all such documents reasonably necessary to give effect to the obligations of the Sellers under this Agreement, including without limitation providing one or more license agreements in a form reasonably acceptable to

Solidus and Purchaser for the licenses provided in Section 8.5.3. In addition, Solidus agrees that it shall, in connection with the sale or other transfer of the patents and marks to which the Purchaser is granted a license as set forth in Section 8.5.3, preserve the license rights granted to Purchaser hereunder

## **9. TERMINATION:**

**9.1 Termination.** Anything contained herein to the contrary notwithstanding, this Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing Date:

### **9.1.1 By Either Party:**

**A.** By mutual written consent of Sellers and Purchaser.

**B.** Provided the terminating Party is not in default of its obligations under this Agreement, if consummation of the Sale would violate any non-appealable Final Order.

**C.** Provided the terminating Party is not in default of its obligations under this Agreement, by either Sellers or Purchaser if the Closing shall not have occurred by February 29, 2008.

**D.** Provided the terminating Party is not in default of its obligations under this Agreement, by either Sellers or Purchaser, if the Bankruptcy Court has not entered the Sale Approval Order, on or before February 29, 2008 (the "**Termination Date**") or such Sale Approval Order is subject to a stay or injunction.

**9.1.2 By Sellers.** By Sellers, if (a) any condition to the obligations of Sellers set forth in Section 6.1 or Section 6.3 shall have become incapable of fulfillment other than as a result of a breach by any Seller of any covenant or agreement contained in this Agreement, and such condition or compliance with such agreement is not waived by Sellers or (b) there shall be a breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement, that would result in a failure of a condition set forth in Section 6.1 or Section 6.3, and which breach cannot be cured or has not been cured by the earlier of (i) seven Business Days after giving of written notice by Sellers to Purchaser of such breach and (ii) the Termination Date.

**9.1.3 By Purchaser.** By Purchaser, if (a) any condition to the obligations of Purchaser set forth in Section 6.1 or Section 6.2 shall have become incapable of fulfillment other than as a result of a breach by Purchaser of any covenant or agreement contained in this Agreement, and such condition or compliance with such agreement is not waived by Purchaser, (b) there shall be a breach by Sellers of any representation or warranty, or any covenant or agreement contained in this Agreement, that would result in a failure of a condition set forth in Section 6.1 or Section 6.2, and which breach cannot be cured or has not been cured by the earlier of (i) seven Business Days after giving of written notice by Purchaser to Sellers of such breach and (ii) the Termination Date, or (c) Solidus and Sellers fail to obtain the Whorl Order.

**9.2 Notice of Termination.** In the event of any termination pursuant to this Article 9, written notice thereof setting forth the reasons therefor shall promptly be given to the other Party and the transactions contemplated by this Agreement shall be terminated, without further action by any Party.

**9.3 Procedure and Effect of Termination.** In the event of termination and abandonment of the transactions contemplated hereby pursuant to Section 9.1, written notice thereof shall forthwith be

given to the other Parties to this Agreement, and this Agreement shall terminate (subject to the provisions of this Article 9) and the transactions contemplated by this Agreement shall be abandoned, without further action by any of the parties hereto. If this Agreement is terminated as provided herein no Party shall have any liability or further obligation to any other Party resulting from such termination except for the provisions of: (i)(a) Purchasers' obligations under any confidentiality agreement between Purchaser and Solidus and/or Sellers; (b) Article 9 (Termination); and (c) Sections 4.1.1 (Deposit Amount), 11.2 (Notices), 11.3 (Assignment), 11.4 (Entire Agreement), 11.5 (Waiver), 11.7 (Amendment), 11.8 (Expenses), 11.12 (Governing Law), 11.13 (Public Announcements) and 11.15 (Venue and Retention of Jurisdiction), all of which shall remain in full force and effect; and (ii) no party waives any claim or right against a breaching party in respect of any of its representations, warranties, covenants or agreements set forth in this Agreement occurring prior to such termination. In connection with any termination of this Agreement, all filings, applications and other submissions made pursuant to the transactions contemplated by this Agreement shall, to the extent practicable, be withdrawn from the agency or Person to which made.

## 10. OTHER TAX MATTERS:

**10.1 Tax Returns for Pre-Closing Period.** Sellers will be responsible for the preparation and filing of all Tax Returns for the Business for all periods for which Tax Returns are due prior to the Closing, including amended returns, applications for loss carryback refunds and applications for estimated tax refunds. Purchaser shall make available to Sellers (and to Sellers' accountants and attorneys) any and all books and records and other documents and information in its possession or control reasonably requested by Sellers to prepare these Tax Returns. Sellers will make all payments required with respect to any such Tax Return.

**10.2 Tax Returns for Post-Closing Period.** Purchaser will be responsible for the preparation and filing of all Tax Returns for the Business for all periods for which Tax Returns are due after the Closing (other than for Taxes with respect to periods for which the consolidated, unitary and Tax Returns of Sellers will include the operations of the Business). Purchaser shall be responsible for and shall pay when due all Taxes attributable, levied or imposed upon or incurred in connection with the Acquired Assets and the Business pertaining to: (a) any period ending after the Closing Date; and (b) the portion of any Taxes for which Purchaser is liable as determined in accordance with Section 10.3 below.

**10.3 Straddle Period.** For purposes of this Article 10 and Section 2.3, whenever it is necessary to allocate the liability for Taxes for a Straddle Period, the determination of the Taxes of the Business for the portion of the Straddle Period ending at the end of the Closing Date (the "**Pre-Closing Portion**") and the portion of the Straddle Period beginning after the Closing Date (the "**Post-Closing Portion**") will be determined by assuming that the Straddle Period consisted of two taxable years or periods, one of which ended at the close of business on the Closing Date and the other of which began at the beginning of the day after the Closing Date, and items of income, gain, deduction, loss or credit related to the Acquired Assets and the Business for the Straddle Period will be allocated between such two taxable years or periods on a "closing of the books basis" by assuming that the books associated with the Business were closed at the end of the Closing Date; *provided, however*, that all real property taxes, personal property taxes, ad valorem obligations and similar taxes imposed on a periodic basis, in each case levied with respect to the Acquired Assets (other than Taxes resulting from the transactions described herein as provided for in Section 10.1) for a Straddle Period shall be apportioned between Sellers and Purchaser as of the Closing Date based on the number of days of such taxable period up to and including the Closing Date and the number of days of such taxable period following the Closing Date. Sellers shall be liable for the proportionate amount of such taxes that is attributable to the period up to and including the Closing Date; Purchaser shall be liable for the proportionate amount of such taxes that is attributable to the period following the Closing Date.

**10.4 Cooperation.** Sellers and Purchaser will cooperate in connection with: (a) the preparation of filing of any Tax Return, Tax election, Tax consent or certification or any claim for a Tax refund; (b) any determination of liability for Taxes; and (iii) any audit, examination or other proceeding in respect of Taxes related to the Business or the Acquired Assets. Such cooperation includes a reasonable amount of direct access to accounting, engineering and contracting personnel, subject to availability, which shall not be unreasonably restricted, and advance notice to Purchaser.

**10.5 Tax Elections.** Sellers shall not, and shall not cause the Business to make, revoke or amend any tax election, execute any waiver of restrictions or tax assessments or collections or extensions if there will be any impact on Purchaser as a result of doing so.

**11. MISCELLANEOUS:**

**11.1 Bulk Sales Laws.** Sellers and Purchaser hereby waive compliance by Sellers with the provisions of the bulk sales Law of any state or foreign jurisdiction.

**11.2 Notices.** All notices, requests, consents or other communications permitted or required under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, or when sent if sent via facsimile (with receipt confirmed), or on the first business day after sent by reputable overnight carrier, or on the third business day after sent by registered or certified first class mail (with receipt confirmed), to Purchaser at the address set forth on the signature page hereto and to Seller at the address set forth below (or at such other address as the intended recipient shall have specified in a written notice given to the other party hereto):

**If to Sellers:**                   **PAY BY TOUCH CHECK CASHING, INC.**  
**PAY BY TOUCH CHECKING RESOURCES, INC.**  
c/o Solidus Networks, Inc.  
101 Second Street, Suite 1100  
San Francisco, CA 94105  
Attn: Steve Zelinger  
Fax No.: (415) 371-5685

With a copy to: **HENNIGAN, BENNETT & DORMAN LLP**  
865 South Figueroa Street, Suite 2900  
Los Angeles, California 90017  
Attn: Joshua M. Mester  
Fax No.: (213) 694-1234

With a copy to: **COOLEY GODWARD KRONISH LLP**  
101 California Street, Fifth Floor  
San Francisco, CA 94111  
Attn: Kenneth L. Guernsey  
Fax No.: (415) 693-2222

**If to Purchaser:**               **PHOENIX CHECK CASHING, INC.**

With a copy to: **RUTTER HOBBS & DAVIDOFF INCORPORATED**



Attention: Brian L. Davidoff  
1901 Ave of the Stars, Suite 1700  
Los Angeles, CA. 90067  
Fax No: (310) 286-1728

**11.3 Assignment.** This Agreement shall be binding and inure to the benefit of the successors and assigns of each of the Parties and their Affiliates, but no rights, obligations, duties or liabilities of either Party may be assigned without the prior written consent of the other, which shall not be unreasonably withheld.

**11.4 Entire Agreement.** This Agreement, together with the Ancillary Agreements, represents the entire agreement and understanding between the Parties with respect to the transactions contemplated herein. This Agreement supersedes all prior agreements, understandings, arrangements, covenants, representations or warranties, written or oral, by any officer, employee or representative of either Party dealing with the subject matter hereof.

**11.5 Waiver.** Any waiver by Sellers or Purchaser of any breach or of a failure to comply with any provision of this Agreement: (i) shall be valid only if set forth in a written instrument signed by the Party to be bound; and (ii) shall not constitute, or be construed as, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any provision of this Agreement. At any time prior to the Closing Date, the Parties may: (a) extend the time for the performance of any of the obligations or other acts of the other Parties hereto; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; and (c) waive compliance with any of the agreements or conditions contained herein. Except as otherwise expressly provided herein, any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

**11.6 Severability.** Should any provision, or any portion thereof, of this Agreement for any reason be held invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions, or portions thereof, of this Agreement, which other provisions, and portions, shall remain in full force and effect, and the application of such invalid or unenforceable provision, or portion thereof, to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by Law.

**11.7 Amendment.** This Agreement may only be amended only in writing by duly authorized representatives or officers of the Parties.

**11.8 Expenses.** Each Party shall be responsible for its own expenses incurred in connection with the preparation of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby.

**11.9 Third Parties.** Nothing contained in this Agreement, express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation, association, labor union or trust (other than the Parties, their Affiliates and their respective permitted successors and assigns), any claims, rights or remedies under or by reason of this Agreement.

**11.10 Headings.** The headings contained in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**11.11 Counterparts.** More than one counterpart of this Agreement may be executed by the Parties, and each fully executed counterpart shall be deemed an original.

**11.12 Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California and, to the extent applicable the Bankruptcy Code, without giving effect to rules governing the conflict of laws.

**11.13 Public Announcements.** Sellers and Purchaser will consult with each other before issuing any press releases or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and shall not issue any press release or make any public statement without mutual consent, except as may be required by Law and then only with such prior consultation.

**11.14 Sales or Transfer Taxes.** All sales taxes, documentary and stamp taxes, transfer taxes, use taxes, gross receipts taxes, excise taxes, value-added gross receipt taxes or similar charges and all charges for filing and recording documents in connection with the transfer of the Acquired Assets (including intellectual property filing and recording fees) shall be paid by Purchaser.

**11.15 Venue and Retention of Jurisdiction.** All actions brought, arising out of or related to the transactions contemplated in this Agreement shall be brought in the Bankruptcy Court, and the Bankruptcy Court shall retain jurisdiction to determine any and all such actions.

**11.16 Risk of Loss.** Prior to the Closing, all risk of loss, damage or destruction to all or any part of the Acquired Assets or the Business shall be borne exclusively by Sellers.

**11.17 Enforcement of Agreement.** The Parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to all other remedies available at law or in equity.

**11.18 No Right of Setoff.** Neither party hereto nor any Affiliate thereof may deduct from, set off, holdback or otherwise reduce in any manner whatsoever any amount owed to it hereunder or pursuant to any Ancillary Agreement against any amounts owed hereunder or pursuant to any Ancillary Agreement by such Persons to the other party hereto or any of such other party's Affiliates.

**11.19 Limitation on Damages.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING ARTICLE 11, IN NO EVENT SHALL PURCHASER OR SELLERS BE LIABLE FOR, OR BEAR ANY OBLIGATION IN RESPECT OF, ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER OR ANY DAMAGES RELATING TO, OR ARISING OUT OF, DIMINUTION IN VALUE, LOST PROFITS OR CHANGES IN RESTRICTIONS ON BUSINESS PRACTICES.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

**SELLERS:**

**PURCHASER:**

**PAY BY TOUCH CHECK CASHING, INC.**

**PHOENIX CHECK CASHING, INC.**

By: Thomas Luwsden  
Print Name: Thomas Luwsden  
Title: CEO

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**PAY BY TOUCH CHECKING RESOURCES, INC.**

By: Thomas Luwsden  
Print Name: Thomas Luwsden  
Title: CEO

**FOR PURPOSES OF SECTIONS 4.1.1, 8.8 AND 8.9 ONLY:**

**SOLIDUS NETWORKS, INC.**

By: Thomas Luwsden  
Print Name: Thomas Luwsden  
Title: Chief Restructuring Officer

*[Signature Page to Paycheck Secure Asset Sale and Purchase Agreement]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers

SELLERS

PURCHASER

PAY BY TOUCH CHECK CASHING, INC

PHOENIX CHECK CASHING, INC

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

By *Jonathan Dorsey*  
Print Name Jonathan Dorsey  
Title Chief Executive Officer

Dated as of February 28, 2008  
2:00 p.m.

PAY BY TOUCH CHECKING RESOURCES,  
INC

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

FOR PURPOSES OF SECTIONS 411, 88 AND 89  
ONLY

SOLIDUS NETWORKS, INC

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

*[Signature Page to Paycheck Secure Asset Sale and Purchase Agreement]*

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## SCHEDULE A

### DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings whether used in the singular or plural (other terms are defined in Sections or Schedules to which they pertain):

**“Accounts Receivable”** means all Sellers’ trade accounts receivable and other rights to payment from customers and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of products or services delivered to customers, all other accounts or notes receivable and the full benefit of all security for such accounts or notes and any claim, remedy or other right related to any of the foregoing.

**“Acquired Assets”** means the assets referred to in Section 1.1.1.

**“Administrative Assets”** means books, records and other administrative assets used exclusively in the operations of the Business including but not limited to advertising and promotional materials, catalogues, price lists, correspondence, mailing lists, customer lists, vendor lists, photographs, production data, sales materials and records, purchasing materials and records, personnel records of employees, billing records, accounting records, other financial records, and sale order files.

**“Affiliate”** means with respect to any Party any business or other entity directly or indirectly controlling, controlled by or under common control with such specified entity. For purposes of this definition, control means ownership of more than 50% of the shares or other equity interest having power to elect directors or persons performing a similar function.

**“Agreement”** means this Asset Sale and Purchase Agreement, including its Schedules.

**“Allocation”** means allocation of the Purchase Price, as described in Section 4.2.

**“Ancillary Agreements”** means the agreements referred to in Section 7.2.

**“Assumed Contracts”** means those Transferred Contracts entered into by Sellers before the Petition Date.

**“Assumed Liabilities”** means the obligations assumed by Purchaser pursuant to Article 2, but only to the extent that an obligation: (a) arises on or after the Closing; and (b) with respect to obligations arising under Transferred Contracts: (i) does not arise from or relate to any breach by Sellers of any provision of any of the Transferred Contracts; (ii) does not arise from or relate to any event, circumstance or condition occurring or existing on or prior to the Closing that, with or without notice or lapse of time, would constitute or result in a breach of any of the Transferred Contracts; and (iii) is ascertainable by reference to the express terms of the Transferred Contracts.

**“Bankruptcy Case(s)”** shall have the meaning set forth in the Recitals.

**“Bankruptcy Code”** shall have the meaning set forth in the Recitals.

**“Bankruptcy Court”** shall have the meaning set forth in the Recitals.

**“Bankruptcy Rules”** means the U.S. Federal Rules of Bankruptcy Procedure.

**“Bidding Procedures Order”** shall have the meaning set forth in the Recitals.

**“BPS Agreement”** shall have the meaning set forth in Section 8.5.3.D.

**“Business”** means operations of the Paycheck Secure business according to the methods currently used and as contemplated by Sellers, including but not limited to the following functionalities of the Paycheck Secure business: “Check 21,” account lookup, government compliance report, check guarantee program, contact lookup, voucher rebate system, and non-biometric stored value cards.

**“Business Day”** means any day other than a Saturday, a Sunday or a day on which banks in Los Angeles, California are authorized or obligated by law or executive order to close.

**“Claims”** mean losses, liabilities, claims (as defined in Section 101 of the Bankruptcy Code), damages or expenses (including reasonable legal fees and expenses) whatsoever, whether known or unknown, fixed, liquidated, contingent or otherwise.

**“Closing”** shall have the meaning set forth in Section 7.1.

**“Closing Date”** means the date of Closing.

**“Contracts”** mean all written or material oral purchase orders, sales agreements, service contracts, distribution agreements, sales representative agreements, employment or consulting agreements, leases (for personal property or otherwise), product warranty or service agreements and other commitments, agreements and undertakings of any nature, including quotations and bids outstanding on the Closing Date, in each case that are used exclusively to support the Business or that relate exclusively to the Acquired Assets.

**“Copyrights”** mean: (i) copyrights existing anywhere (registered, statutory or otherwise) and registrations, renewals, revivals, reissuances, extensions and applications for registration thereof, and all rights therein, provided by international treaties or conventions; (ii) moral rights (including, without limitation, rights of paternity and integrity), and waivers of such rights by others; (iii) database and data protection rights whether or not based on copyright; (iv) semiconductor chip mask work registrations and applications for registration thereof; (v) copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; (vi) all rights to file and apply for, prosecute, defend and enforce any of the foregoing; and (vii) all rights to sue or recover and retain damages and costs and attorneys’ fees for present and past infringement of any of the foregoing.

**“Cure Amounts”** means all cure amounts payable in order to cure any monetary defaults required to be cured under Section 365(b)(1) of the Bankruptcy Code or otherwise effectuate, pursuant to the Bankruptcy Code, the assumption by Sellers and assignment to Purchaser of the Assumed Contracts under the Sale Approval Order that are Transferred Contracts.

**“Customer Accounts Receivable”** means: (i) all of Seller's right, title and interest in and to Accounts Receivable from customers; and (ii) prepayments, prepaid expenses and security deposits received from third parties.

**“Deposit Amount”** shall have the meaning set forth in Section 4.1.1.

**“Disclosure Schedules”** means, collectively, the Schedules to Sellers’ Representations and Warranties contained in Section 5.1.

**“Excluded Assets”** means assets not included in the Acquired Assets, as set forth in Section 1.1.2.

**“Excluded License”** shall have the meaning set forth in Section 5.1.7.E.

**“Final Order”** means an order or judgment: (i) as to which the time to appeal, petition for certiorari or move for review or rehearing has expired and as to which no appeal, petition for certiorari or other proceeding for review or rehearing is pending or (ii) if an appeal, writ of certiorari, re-argument or rehearing has been filed or sought, the order or judgment has been affirmed by the highest court to which such order or judgment was appealed or certiorari has been denied, or re-argument or rehearing shall have been denied or resulted in no modification of such order or judgment, and the time to take any further appeal or to seek certiorari or further re-argument or rehearing has expired; *provided, however*, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order or judgment shall not prevent such order or judgment from being considered a Final Order.

**“Governmental Entity”** means any United States federal, state or local, tribunal, legislative, executive, governmental, quasi-governmental or regulatory authority, self-regulatory authority, agency, department, commission, instrumentality or body having governmental authority with respect to the transactions contemplated hereby, under applicable law.

**“Including”** means, whether or not initially capitalized, including without limitation.

**“Intellectual Property”** means Patent Rights, Trademark Rights, Copyrights, Software, Technical Documentation, Trade Secrets, Know-How and registered domain names and IP addresses in effect as of the date of this Agreement.

**“Inventory”** means finished goods, raw materials, work-in-process, packaging, stores, stock, supplies, and other inventory, wherever located.

**“Internal Revenue Code”** means the Internal Revenue Code of 1986, as amended.

**“Know-How”** means proprietary technical and business knowledge and information, including specifications, designs, methodologies, processes and production techniques resulting from research and development, technology, manufacturing and production processes, research and development information, drawings, specifications, designs, plans, proposals, technical data, vendor and marketing and business data and customer and vendor lists and information, whether or not confidential.

**“Laws”** means laws, ordinances, codes, standards, administrative rulings or regulations of any applicable federal, state, local or foreign governmental authority.

**“Licensed Intellectual Property”** means Sellers’ rights with respect to all Intellectual Property licensed or sublicensed to Sellers from an affiliated or unaffiliated third party.

**“Lien”** means any lien, charge, encumbrance, Claim, pledge, security interest, conditional sale agreement or other title retention agreement, lease, mortgage, security interest, option or other encumbrance (including the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction).

**“Listed Contracts”** means Sellers’ contracts and commitments listed on SCHEDULE 5.1.12.A.

**“Material Adverse Effect”** means any change or event that has a material adverse effect on the business, assets, properties, financial condition or results of operations of the Business taken as a whole, except any change or event resulting from, relating to or arising out of: (a) any act or omission of a Seller

taken with the prior written consent of the Purchaser; (b) any action taken by a Seller or Purchaser or any of their respective representatives required by the terms of this Agreement; (c) general business or economic conditions; (d) conditions affecting the industry and markets in which the Business generally operates; (e) increases in energy, electricity, natural gas, raw materials or other operating costs; (f) changes resulting from the filing of the Bankruptcy Case or from any action required by the Bankruptcy Court; (g) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon such country, or any of its territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of any of such countries; (h) acts of God; (i) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index); (j) changes in United States generally accepted accounting principles or generally accepted accounting principles of any foreign jurisdiction; (k) changes in any Law; (l) any existing event, occurrence or circumstance listed in the Disclosure Schedule as of the date hereof (except with respect to a failure to obtain the Whorl Order); (m) any adverse change in or effect on the Business that is entirely cured by Sellers before the earlier of: (1) the Closing Date; and (2) the date on which this Agreement is terminated pursuant to Section 9.1 or 9.2 hereof; or (n) the regulatory status of the Purchaser.

“**OFAC**” shall have the meaning set forth in Section 5.2.10.

“**Ordinary Course of Business**” means, with respect to the Business, the ordinary course of business consistent with custom and practice of the Business from and after the Petition Date or to the extent consistent with orders issued in the Bankruptcy Case.

“**Owned Intellectual Property**” means all Intellectual Property in and to which either Seller holds, or has a right to hold, in whole or in part, right, title and interest.

“**Party**” or “**Parties**” means Purchaser and/or Sellers.

“**Patent Rights**” means: (i) patentable inventions, whether or not reduced to practice, and whether or not yet made the subject of a pending patent application or applications; (ii) designs, ideas and conceptions of patentable subject matter, including, without limitation, any patent disclosures and inventor certificates, whether or not reduced to practice and whether or not yet made the subject of a pending patent application or applications; (iii) national (including the United States) and multinational statutory invention and design registrations, patents, and patent applications (including all provisionals, substitutions, reissues, divisions, continuations, continuations-in-part, extensions and reexaminations) and all rights therein provided by international treaties or conventions, and all patentable improvements to the inventions disclosed in each such registration, patent or application; (iv) copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; and (v) all rights to sue or recover and retain damages and costs and attorneys’ fees for present and past infringement of any of the foregoing.

“**Permits**” means permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals issued to either Seller and that are currently used exclusively for the purpose of carrying on the Business or that relate exclusively to the Acquired Assets.

“**Permitted Lien**” means Liens of Sellers’ pre-Petition Date secured lenders and post-Petition Date secured lenders which Liens will be released on or prior to the Closing of the Sale.

“**Person**” means an individual, a corporation, a partnership, a limited liability company, an association, a trust or other entity or organization.



**“Personal Property”** means tangible personal property, including production machinery, equipment, related spare parts, business machines, computer hardware and other IT assets other than Intellectual Property, office furniture and fixtures, in-factory vehicles, trucks and other tangible personal property, whether located at the Premises, at the place of business of a vendor or customer, or elsewhere.

**“Petition Date”** shall mean December 14, 2007.

**“Post-Closing Portion”** shall have the meaning set forth in Section 10.3.

**“Post-Petition Contracts”** means the Contracts of Sellers relating to the Business entered into in the Ordinary Course of Business or approved by the Bankruptcy Court, in either case on or after the Petition Date.

**“Pre-Closing Portion”** shall have the meaning set forth in Section 10.3.

**“Premises”** means the suite of offices leased by PBTCC for the Business at 580 Herndon Parkway, Suite 100, Herndon, Virginia.

**“Product”** shall mean all products manufactured, marketed or sold and all services sold by the Business.

**“Purchase Price”** means the payment referred to in Section 4.1.

**“Purchased Intellectual Property”** means all Owned Intellectual Property and Licensed Intellectual Property listed in Schedule 5.1.7.A.

**“Retained Liabilities”** shall have the meaning set forth in Section 2.3.

**“Sale”** means the sale of the Acquired Assets in accordance with the Sale Approval Order.

**“Sale Approval Order”** means an order or orders of the Bankruptcy Court approving the Sale issued pursuant to Sections 363 and 365 of the Bankruptcy Code in form and substance reasonably satisfactory to Purchaser, including provisions which:

- (i) approve and authorize this Agreement and the transactions contemplated in this Agreement and the Ancillary Agreements;
- (ii) include a specific finding that the Acquired Assets acquired by Purchaser were purchased in good faith within the meaning of Section 363(m) of the Bankruptcy Code and that Purchaser is entitled to the protections of such section;
- (iii) provide that the sale of the Acquired Assets pursuant to Section 363 of the Bankruptcy Code and the assignment pursuant to Section 365 of the Bankruptcy Code of Seller’s right, title and interest in and to the Assumed Contracts shall be free and clear of all Liens, Claims, interests and encumbrances pursuant to Section 363 of the Bankruptcy Code, including but not limited to the Whorl Claims, it being expressly understood and agreed that the terms, conditions and restrictions of any licenses, permits, approvals or the like included in or applicable to the Acquired Assets shall not be deemed Liens;
- (iv) provide that except to the extent provided in this Agreement, Purchaser shall have no liability or responsibility for any Claim against Sellers or any Affiliate of Sellers;

(v) provide that the sale of the Acquired Assets shall have been conducted pursuant to an auction and that adequate notice of the opportunity to bid was provided by Sellers;

(vi) provide that the price to be paid for the Acquired Assets represents the highest and best offer therefor; and

(viii) provide that the Bankruptcy Court shall retain jurisdiction to enforce the terms and provisions of the Sale.

**“Sale Motion”** means the motion filed with the Bankruptcy Court on January 31, 2008 seeking entry of the Sale Approval Order.

**“SDN List”** shall have the meaning set forth in Section 5.2.10.

**“Sellers’ Knowledge”** or **“Knowledge of Seller”** means the actual knowledge of the following individuals: John McNally and George Rice.

**“Software”** means computer software and programs, including, without limitation, source code, shareware, firmware, middleware, courseware, open source code, operating systems and specifications, system data, record and table layouts, databases, files documentation, storage media, manuals and other materials related thereto.

**“Straddle Period”** means any taxable period that begins on or prior to the Closing Date and ends after the Closing Date.

**“Tax Return”** means any return, declaration, report, claim for refund or information return, or statement, or any other similar filings, related to Taxes, including any Schedule or attachment thereto.

**“Tax(es)”** means any tax or similar governmental charge, impost or levy whatsoever (including, without limitation, income, franchise, transfer taxes, use, gross receipts, value added, employment, excise, ad valorem, property, withholding, payroll, social contribution, customs duty, minimum or windfall profit taxes or transfer fees), together with any related penalties, fines, additions to tax or interest, imposed by the United States or any state, county, local or foreign government or subdivision or agency thereof.

**“Technical Documentation”** means all documented technical information currently in the files of the Sellers used exclusively to support the Business

**“Termination Date”** shall have the meaning set forth in Section 9.1.1.D.

**“Third Party Bailed Assets”** shall have the meaning set forth in Section 1.1.2.A.

**“Third-Party Requirements”** shall have the meaning set forth in Section 5.1.3.

**“Third Party Rights”** all rights claims or causes of action against any Person relating to the assets and properties of the Business, including (i) any rights, claims or causes of action against Purchaser or its Affiliates, other than any rights, claims or causes of action against Purchaser or its Affiliates arising pursuant to this Agreement, (ii) all third party warranties and guarantees with respect to any and all of the Acquired Assets, (iv) all related claims, credits, rights of recovery and setoff, and (v) all rights to insurance proceeds relating to the damage, destruction or impairment of any of the Acquired Assets, which damage, destruction or impairment occurred from the date of this Agreement through the Closing.

**“Trade Secrets”** means: (i) all forms and types financial, business, scientific, technical, economic, manufacturing or engineering information, including patterns, plans, compilations, specifications, tooling, program devices, formulas, designs, prototypes, testing plans, methods, techniques, processes, procedures, programs, customer and vendor lists, pricing and cost data, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing, if: (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public, and confidential technical and business information (including ideas, formulas, compositions, inventions and conceptions of inventions whether patentable or un-patentable and whether or not reduced to practice); (ii) all copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; (iii) all rights to file and apply for, prosecute, defend and enforce any of the foregoing; and (iv) all rights to sue or recover and retain damages, costs and attorneys’ fees for present and past misappropriation of any of the foregoing.

**“Trademark Rights”** means: (i) trademarks, trade names and service marks; (ii) the good will associated with trademarks, trade names and service marks; (iii) registrations and applications for registration of trademarks, trade names and service marks; (iv) copies, files and tangible embodiments of all of the foregoing, in whatever form or medium; and (v) all rights to sue or recover and retain damages and costs and attorneys’ fees for present and past infringement of any of the foregoing.

**“Transferred Contracts”** means the Contracts of Sellers to be assigned to Purchaser at Closing as described in Section 2.1.1, as may be amended prior to the Closing in a manner that is reasonably acceptable to Sellers and Purchaser.

**“Transferred Employees”** shall have the meaning set forth in Section 3.1.2.

**“United States”** means the 50 states and the District of Columbia of the United States of America.

**“USA PATRIOT Act”** shall have the meaning set forth in Section 5.2.10.

**“Whorl Claims”** means the following: Whorl LLC (fka Biopay, LLC) has claimed a Lien on the stock of PBTCR owned by Solidus, and has asserted that, as a result of the right allegedly held pursuant to a certain Pledge Agreement with Solidus, Whorl holds the sole right to vote the stock of PBTCR. Whorl has filed a motion to dismiss the bankruptcy case of PBTCR on the grounds among other things, that PBTCR was not authorized to file a petition under the Bankruptcy Code as a consequence of Whorl’s alleged rights to vote the stock of PBTCR.

**“Whorl Order”** means an Order entered prior to the Sale Approval Order denying the motion filed by Whorl LLC to Dismiss Bankruptcy Case filed by Pay By Touch Checking Resources, Inc and Vacate Orders Entered in Bankruptcy Case.

## LIST OF SCHEDULES

<b>SCHEDULE DESIGNATION</b>	<b>SCHEDULE DESCRIPTION</b>
A	Certain Defined Terms
1.1.1	Acquired Assets
1.1.2.A	Bailed Assets
1.1.2.E	Privileged Information and Materials
1.1.2.H	Other Excluded Assets
2.1.1	Transferred Contracts
4.2	Allocation of Purchase Price
5.1.1	Organization and Good Standing
5.1.3	Consents and Approvals
5.1.5.A	Title to Personal Property
5.1.6	Litigation
5.1.7.A	Intellectual Property
5.1.7.B	Intellectual Property Litigation Claims
5.1.7.C	Rights Granted to Third Parties
5.1.7.D	Free and Clear Owned Intellectual Property
5.1.7.E	Excluded Licenses
5.1.8	Insurance
5.1.9	Permits
5.1.12.A	Listed Contracts
5.1.12.B	Listed Contracts – Exceptions
5.1.13	Business Employees
6.2.3	Third Party Approvals
7.2.1	Assignment and Assumption Agreement
7.2.2	Bill of Sale

## **SCHEDULE 1.1.1**

### **Acquired Assets**

- the tangible Personal Property located at the Premises;
- all Personal Property owned by or leased to a Seller in connection with the Business located at any outsource partner's location;
- all prepaid Inventory held by any Affiliate of a Seller primarily for use in the Business, provided that such Affiliate has been paid in full or been assigned the corresponding receivable by such Seller;
- all Transferred Contracts identified on **SCHEDULE 2.1.1**;
- all Intellectual Property identified on **SCHEDULE 5.1.7.A.**, and
- the database of fingerprints and custom transaction information that is used exclusively by Paycheck Secure.

**SCHEDULE 1.1.2.A**

**Bailed Assets**

None.

**SCHEDULE 1.1.2.E**

**Privileged Information and Materials**

None.

**SCHEDULE 1.1.2.H****Other Excluded Assets**

The marks "Pay By Touch," "Solidus," "TrueMe" and "BioPay" (except to the extent set forth in Section 8.5.3.A of the Agreement) and any other marks incorporating such marks, in addition to any other marks not used exclusively in the Business.

The follow assets:

<b>Name</b>	<b>Type</b>	<b>Purpose</b>
NAC	Hypercom NAC 7800	Modem concentrator/gateway for dial terminals
Paytrans 1	Dell PowerEdge 1750	Payments Application Server
Paytrans 3	Dell PowerEdge 1650	Payments Application Server
Paytrans 4	Dell PowerEdge 1550	Payments Application Server
Paytrans 5	Dell PowerEdge 1550	Payments Application Server
hdprpaydb01	Dell PowerEdge 6650	Primary Payments Database
Payments3	Dell PowerEdge 6650	Payments Reports Database and failover
hdprpayweb01	Dell PowerEdge 2650	ISWE Server
bcheckfserv	Dell PowerEdge 2650	ISWE Server / Payments Reports Server
NIP	TNS Box	SCAN authorization Gateway
hypercomview	Dell Dimension 4550	Management Console/Server for NAC
hypercom	Dell Dimension 2400	Termmaster server for Hypercom Terminals
bcheckdemo	Dell Dimension XPS R450	Beta Server
vericentre	Dell Dimension XPS R400	Verifone Terminal Management Server
CheckWeb	Dell PowerEdge 2550	CheckAgain Web Server - Merchant Boarding
bchecksdb	Dell PowerEdge 2550	Primary ACH Engine
hdadmon01	Dell PowerEdge 1800	Monitor Server - used by PCS as well as Payments (duplicate will be needed)
BioComm	Dell PowerEdge 2300	Bank Files and Reports Server(PCS and Payments) (duplicate will be needed)



**SCHEDULE 2.1.1**

**Transferred Contracts**

See Attached.

**Schedule 2.1.1****SCHEDULE OF ASSIGNED AGREEMENTS AND CURE AMOUNTS****(Part 1 of 2)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>CURE AMOUNT</b>
Arjay Data 18 Liberty Street SW Leesburg, VA. 20175 Attn: Cory Taylor	Non-exclusive referral agreement.	\$ 10,467.23
Business Leasing Associates, Inc. 1522 King St Alexandria, Virginia 22314 Atten: Charles A. White	Equipment lease	\$ 1.00
Capital Retail Solutions, Inc 7628 Horse Shoe Bar Road Loomis, CA 95650 Attn: William D. Souza	Non-exclusive referral agreement.	Disputed - to be reserved in the amount of \$183,697.67
iStream Imaging 13555 Bishop's Court, Suite 102 Brookfield, WI 53005	Systems support agreement	\$ 3,058.43

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
11 - C Market 661 Roberts Lane Bakersfield,CA 93308	PayCheck Secure Merchant Service Agreement Effective Date 05/16/2007 Contract Number 22642	Merchant Service Agmt	\$0.00
14K Jewelry 11530 S Cleveland Ave Fort Myers,FL 33907	PayCheck Secure Check 21 Agreement Effective Date 01/05/2007 Contract Number 20347	Merchant Service Agmt	\$0.00
14K Jewelry 11530 S Cleveland Ave Fort Myers,FL 33907	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 20347	Merchant Service Agmt	\$0.00
15th St Cut-Rate Liquor P O Box 17692 Tampa,FL 33612	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 15917	Merchant Service Agmt	\$0.00
1-B Liquor 801 Sea Coast Dr Imperial Beach,CA 91932	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 22115	Merchant Service Agmt	\$0.00
257 Truck Plaza 3034 Hwy 257 Dublin,GA 31021	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 16029	Merchant Service Agmt	\$0.00
4 Way Market 508 E Date St Oxnard,CA 93033	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 20406	Merchant Service Agmt	\$0.00
49th Street Rally 14101 Lincoln Slire Court Tampa,FL 33626	PayCheck Secure Check 21 Agreement Effective Date 09/07/2007 Contract Number 22717	Merchant Service Agmt	\$0.00
49th Street Rally 14101 Lincoln Slire Court Tampa,FL 33626	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22717	Merchant Service Agmt	\$0.00
4-Net Petroleum Inc 11339 E Tamiami Trail Naples,FL 34113	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 18927	Merchant Service Agmt	\$0.00
7 to Late 2794 Monterey Rd San Jose,CA 95111	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 16564	Merchant Service Agmt	\$0.00
7 to Late 5138 Monterey Rd San Jose,CA 95111	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 16565	Merchant Service Agmt	\$0.00
99 Cent Plus Grocery 2013 Solano Street Corning,CA 96021	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 21005	Merchant Service Agmt	\$0.00
A - 1 Leasing L L C 2007 Eastern Avenue SE Grand Rapids,MI 49507	PayCheck Secure Merchant Service Agreement Effective Date 04/13/2007 Contract Number 22599	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
A 1 Liquor Wheel LLC 3445 E Mc Dowell Rd Phoenix,AZ 85008	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 15172	Merchant Service Agmt	\$0.00
A B C Check Cashing Co 801 L Street Sacramento,CA 95814	PayCheck Secure Check 21 Agreement Effective Date 01/05/2007 Contract Number 16087	Merchant Service Agmt	\$0.00
A B C Check Cashing Co 801 L Street Sacramento,CA 95814	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 16087	Merchant Service Agmt	\$0.00
A B D Liquors Inc 110 West Dares Beach Rd Prince Frederick,MD 20678	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 13179	Merchant Service Agmt	\$0.00
A Discount Beverage 1622 South Cypress Road Pompano Beach,FL 33060	PayCheck Secure Merchant Service Agreement Effective Date 01/27/2007 Contract Number 22481	Merchant Service Agmt	\$0.00
A Discount Liquor 3798 Andrews Ave Oakland Park,FL 33309	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 22183	Merchant Service Agmt	\$0.00
A Quick N EZ Payday 10761 SW 56th Street Miami,FL 33165	PayCheck Secure Check 21 Agreement Effective Date 01/05/2007 Contract Number 22428	Merchant Service Agmt	\$0.00
A Quick N EZ Payday 10761 SW 56th Street Miami,FL 33165	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 22428	Merchant Service Agmt	\$0.00
A to Z Quick Stop 6212 Denton Hwy Watauga,TX 76148	PayCheck Secure Merchant Service Agreement Effective Date 03/31/2007 Contract Number 22571	Merchant Service Agmt	\$0.00
A&M Discount Beverage 1627 Croton Rd Melbourne,FL 32935	PayCheck Secure Check 21 Agreement Effective Date 01/05/2007 Contract Number 21773	Merchant Service Agmt	\$0.00
A&M Discount Beverage 1627 Croton Rd Melbourne,FL 32935	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 21773	Merchant Service Agmt	\$0.00
A-1 A Liquors 109 E Boynton Beach Blvd Boynton Beach,FL 33435	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 20403	Merchant Service Agmt	\$0.00
A-1 Connection Inc 1910 E 53rd St Anderson,IN 46013	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 12664	Merchant Service Agmt	\$0.00
A1A Food Store & Disc.Bev 7314 Little River Turnpike Annandale,VA 22003	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22728	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
AAA Discount Beverage 2606 Fowler Street Fort Myers,FL 33901	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 19990	Merchant Service Agmt	\$0.00
AB Beverages 5585 Golden Gate Parkway Naples,FL 34116	PayCheck Secure Check 21 Agreement Effective Date 01/05/2007 Contract Number 22339	Merchant Service Agmt	\$0.00
AB Beverages 5585 Golden Gate Parkway Naples,FL 34116	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 22339	Merchant Service Agmt	\$0.00
AB Check Cashing 11050 IH 35 North San Antonio,TX 78233	PayCheck Secure Check 21 Agreement Effective Date 01/05/2007 Contract Number 22339	Merchant Service Agmt	\$0.00
AB Check Cashing 11050 IH 35 North San Antonio,TX 78233	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 17207	Merchant Service Agmt	\$0.00
Ace Cash Express #5395 P O Box 240084 Milwaukee,WI 53224	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 20230	Merchant Service Agmt	\$0.00
Ace Cash Express #5397 P O Box 240084 Milwaukee,WI 53224	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 20229	Merchant Service Agmt	\$0.00
Adrianas Market 1412 Washington Blvd Ogden, UT 84404	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 20479	Merchant Service Agmt	\$0.00
AIT5 Wireless, LLC. 8815 North Broadway Saint Louis,MO 63147	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22712	Merchant Service Agmt	\$0.00
Alex Diamond Shamrock 2860 E Ledbetter Dallas,TX 75216	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 18228	Merchant Service Agmt	\$0.00
Allison Creek ? Dilworth 4937 Charlotte Hwy #112 Lake Wylie,SC 29710	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 18712	Merchant Service Agmt	\$0.00
Alpha Payments Solutions 1071 Railroad St Conyers,GA 30012	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 19545	Merchant Service Agmt	\$0.00
Alvarado Jewelry Inc 2251 Old Lexington Rd Winston Salem,NC 27107	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 17616	Merchant Service Agmt	\$0.00
A-Max Auto Insurance 9625 Webb Chapel Rd 112 Dallast, TX 75220	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 16017	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
America Service Express 2766 Davie Blvd Fort Lauderdale,FL 33312	PayCheck Secure Check 21 Agreement Effective Date 01/05/2007 Contract Number 20217	Merchant Service Agmt	\$0.00
America Service Express 2766 Davie Blvd Fort Lauderdale,FL 33312	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 20217	Merchant Service Agmt	\$0.00
American Payroll 4890 W Main Street Farmington,NM 87401	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 19102	Merchant Service Agmt	\$0.00
AMM Group Central Envios 255 E Flager St #86 Miami,FL 33131	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 20374	Merchant Service Agmt	\$0.00
AMM Group Central Envios 255 E Flager St #86 Miami,FL 33131	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 20374	Merchant Service Agmt	\$0.00
Amoco Food Mart #2 4739 Houston Rd Macon,GA 31216	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 15900	Merchant Service Agmt	\$0.00
Anaya Cheyenne, Inc 3631 W Sahara Ave Las Vegas,NV 89102	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18506	Merchant Service Agmt	\$0.00
Apopka Furniture 426 S Central Apopka,FL 32703	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 15404	Merchant Service Agmt	\$0.00
Archway Market 416 M Street Rio Linda,CA 95673	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14945	Merchant Service Agmt	\$0.00
Arco Iris Musical #2 c/o South Exchange Miami,FL 33132	PayCheck Secure Merchant Service Agreement Effective Date 05/12/2007 Contract Number 22636	Merchant Service Agmt	\$0.00
Arnold Express Mart 1919 Richardson Road Arnold,MO 63010	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 19012	Merchant Service Agmt	\$0.00
Arteagas Food Center 3 1017 N. Main St. Salinas,CA 93906	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 17428	Merchant Service Agmt	\$0.00
Arteagas Food Center 1109 6th Street Los Banos,CA 93635	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18216	Merchant Service Agmt	\$0.00
Arteagas Market #1 211 First St. Gilroy,CA 95020	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17368	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Arteagas Market #2 6906 S. Chesnut Street Gilroy,CA 95020	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17372	Merchant Service Agmt	\$0.00
Arteagas Market #3 1017 North Main Street Salinas,CA 93906	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17369	Merchant Service Agmt	\$0.00
Arteagas Supermarket 933 E Duane Ave Sunnyvale,CA 94086	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18483	Merchant Service Agmt	\$0.00
Aspen Hill Lottery 13745 Conneticut Ave Wheaton,MD 20906	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 11693	Merchant Service Agmt	\$0.00
Aurora Sunmart 11889 E Colfax Aurora,CO 80010	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 15788	Merchant Service Agmt	\$0.00
Avenue Pawn 2706 Independence Ave Kansas City,MO 64124	PayCheck Secure Merchant Service Agreement Effective Date 09/05/2007 Contract Number 22753	Merchant Service Agmt	\$0.00
B & B Ice and Liquor 11 Robertson Blvd Chowchilla,CA 93610	PayCheck Secure Merchant Service Agreement Effective Date 05/31/2007 Contract Number 22659	Merchant Service Agmt	\$0.00
B P Amoco 2931 Chamberlayne Ave Richmond,VA 23222	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17209	Merchant Service Agmt	\$0.00
B P Macon Mall 3737 Mercer Univ Dr Macon,GA 31204	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14421	Merchant Service Agmt	\$0.00
Baeslers Market 2900 Poplar St Terre Haute,IN 47803	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14724	Merchant Service Agmt	\$0.00
Ballard Liquor 210 Ballard Ave Middle River,MD 21220	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 21289	Merchant Service Agmt	\$0.00
Ballard Liquor 210 Ballard Ave Middle River,MD 21220	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21289	Merchant Service Agmt	\$0.00
Baltimore Service Center 2339 East Monument St Baltimore,MD 21205	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14364	Merchant Service Agmt	\$0.00
Barri Remittance Corpportat 9896 Bissonnet Street Houston,TX 77036	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 19593	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Bay Farms Produce 1244 High St Oakland,CA 94601	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21685	Merchant Service Agmt	\$0.00
Beer Mart 3250 Samuell Blvd Dallas,TX 75223	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 19753	Merchant Service Agmt	\$0.00
Bells Short Stop 17452 SW 104th Ave Miami,FL 33157	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 18338	Merchant Service Agmt	\$0.00
Bells Short Stop 17452 SW 104th Ave Miami,FL 33157	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18338	Merchant Service Agmt	\$0.00
Bernies Package Goods 1414 Martin Blvd Baltimore,MD 21220	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 12248	Merchant Service Agmt	\$0.00
Best Way Services 1592 E Los Angeles Ave Simi Valley,CA 93065	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 15262	Merchant Service Agmt	\$0.00
Best Way Services 1592 E. Los Angeles Ave. Simi Valley, CA 93065 Jonathon Dorsey	Merchant Service Application for BioPay system executed 8/11/05.	Merchant Service Agmt	\$0.00
Beverage City / Package 1451 Virginia Ave College Park,GA 30337	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18422	Merchant Service Agmt	\$0.00
Biancas Mexican Store 903 N Washington Blvd Sarasota, FL 34236	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22363	Merchant Service Agmt	\$0.00
Big 5 Food Store 1495 S Peachtree Rd Bud Springs,TX 75149	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18476	Merchant Service Agmt	\$0.00
Big 5 Food Store 1495 S Peachtree Rd Bud Springs,TX 75149	PayCheck Secure Merchant Service Agreement Effective Date 11/26/2007 Contract Number 22797	Merchant Service Agmt	\$0.00
Big Apple Supermarket 2916 Jeff Davis Hwy Richmond,VA 23234	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18418	Merchant Service Agmt	\$0.00
Big Lous Super Convenienc 1536 East Commercial Blvd Fort Lauderdale,FL 33334	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 22378	Merchant Service Agmt	\$0.00



**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Big Lous Super Convenienc 1536 East Commercial Blvd Fort Lauderdale,FL 33334	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22378	Merchant Service Agmt	\$0.00
Big O Check Cashing 7547 Watt Ave #3 North Highlands,CA 95660	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14944	Merchant Service Agmt	\$0.00
Bigley Markets LTD 10 Sping W Charleston,WV 25302	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 12973	Merchant Service Agmt	\$0.00
Bills Liquor 3908 Washington Fremont,CA 94538	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 22391	Merchant Service Agmt	\$0.00
Bills Liquor 3908 Washington Fremont,CA 94538	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22391	Merchant Service Agmt	\$0.00
Bi-Lo LLC 208 Bi-LO Boulevard Greenville,SC 29607	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14980	Merchant Service Agmt	\$0.00
BI-LO, LLC 208 BI-LO Boulevard Greenville, SC 29607-5346 George Rice	Merchant Service Application for BioPay system executed 10/23/03.	Merchant Service Agmt	\$0.00
Bombay Wines & Spirits 2190 1st Capitol Dr St Charles,MO 63301	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 19754	Merchant Service Agmt	\$0.00
Borges Supermarket 223 Washington Ave Homestead,FL 33030	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 21823	Merchant Service Agmt	\$0.00
Borges Supermarket 223 Washington Ave Homestead,FL 33030	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21823	Merchant Service Agmt	\$0.00
Bossa Nova Brasil 10468 A San Pablo Ave EL Cerrito,CA 94530	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22384	Merchant Service Agmt	\$0.00
Boynton Liquors 3680 Stevens Creek Blvd San Jose,CA 95117	PayCheck Secure Merchant Service Agreement Effective Date 05/05/2007 Contract Number 22629	Merchant Service Agmt	\$0.00
BP Express - Jai Ambe 440 8 th Avenue West Palmetto,FL 34221	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 22440	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
BP Express - Jai Ambe 440 8 th Avenue West Palmetto,FL 34221	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22440	Merchant Service Agmt	\$0.00
Bravo Supermarket - PJB Food Corp. 519 S. Orange Blossom Trail Apopka, FL. 32703	Merchant Service Application for BioPay system executed 4/14/06.	Merchant Service Agmt	\$0.00
Bravo Supermarket 1206 S Dixie Hwy Lake Worth,FL 33460	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 19862	Merchant Service Agmt	\$0.00
Bravo Supermarket 7611 E Causeway Blvd Tampa,FL 33619	PayCheck Secure Merchant Service Agreement Effective Date 03/28/2007 Contract Number 22565	Merchant Service Agmt	\$0.00
Breadbox Food Stores P O Box 50035 Knoxville,TN 37950	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20135	Merchant Service Agmt	\$0.00
Brentwood Chevron 3730 Rhode Island Ave Brentwood,MD 20722	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21177	Merchant Service Agmt	\$0.00
Bridge Store 748 North D St Madera,CA 93968	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 16108	Merchant Service Agmt	\$0.00
Brightseat Liquors 2600 Brightseat Rd Landover,MD 20785	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 12083	Merchant Service Agmt	\$0.00
Brisas Video 10830 Meritt St Castraville,GA 95012	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17010	Merchant Service Agmt	\$0.00
Broadway Enterprises 100 Water St Worcester,MA 1604	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 19231	Merchant Service Agmt	\$0.00
Broadway Liquors 3610 W Shaw Ave Fresno,CA 93711	PayCheck Secure Merchant Service Agreement Effective Date 02/04/2007 Contract Number 22500	Merchant Service Agmt	\$0.00
Brothers Ductwork 1237 Directors Loop Woodbridge,VA 22192	PayCheck Secure Merchant Service Agreement Effective Date 10/07/2007 Contract Number 22742	Merchant Service Agmt	\$0.00
Broward B P 1188 Broward Road Jacksonville,FL 32218	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22380	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Browns Country Corner Inc 2501 Medulla Road Plant City,FL 33566	PayCheck Secure Check 21 Agreement Effective Date 06/01/2007 Contract Number 22660	Merchant Service Agmt	\$0.00
Browns Country Corner Inc 2501 Medulla Road Plant City,FL 33566	PayCheck Secure Merchant Service Agreement Effective Date 06/01/2007 Contract Number 22660	Merchant Service Agmt	\$0.00
Brunos Supermarkets Inc 208 Bi-Lo Boulevard Greenville,SC 29607	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17104	Merchant Service Agmt	\$0.00
Bruno's Supermarkets, Inc. 800 Lakeshore Parkway Birmingham, AL 35211 George Rice	Merchant Service Application for BioPay system executed 8/23/04, No. 17104.	Merchant Service Agmt	\$0.00
Brunos 800 Lakeshore Parkway Birmingham,AL 35211	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 16934	Merchant Service Agmt	\$0.00
Bruton Mobile 1028 W Cartwright Rd Mesquite,TX 75149	PayCheck Secure Merchant Service Agreement Effective Date 04/26/2007 Contract Number 22618	Merchant Service Agmt	\$0.00
Bryans Road Amoco 3155 Marshall Hall Rd Bryants Rd,MD 20616	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 16272	Merchant Service Agmt	\$0.00
Budget Foods 420 SW 25th St Oklahoma City,OK 73109	PayCheck Secure Merchant Service Agreement Effective Date 01/24/2007 Contract Number 22477	Merchant Service Agmt	\$0.00
Budget Liquors 7000 Eastern Ave Baltimore,MD 21224	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18814	Merchant Service Agmt	\$0.00
Buehler's 830 South Second Street Coshocton,OH 43812	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22732	Merchant Service Agmt	\$0.00
C & D Cruise Thru 101 Springfield Street Dayton,OH 45403	PayCheck Secure Merchant Service Agreement Effective Date 05/04/2007 Contract Number 22627	Merchant Service Agmt	\$0.00
C & L Kwik Stop Inc 110 Patterson Street Ogden,UT 84401	PayCheck Secure Merchant Service Agreement Effective Date 12/30/2006 Contract Number 22451	Merchant Service Agmt	\$0.00
C & M Check Cashing 809 West Henderson Cleburne,TX 76033	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14533	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
C A Plaza Liquor 600 N Irwin St Hanford,CA 93230	PayCheck Secure Check 21 Agreement Effective Date 11/07/2007 Contract Number 22787	Merchant Service Agmt	\$0.00
C A Plaza Liquor 600 N Irwin St Hanford,CA 93230	PayCheck Secure Merchant Service Agreement Effective Date 11/07/2007 Contract Number 22787	Merchant Service Agmt	\$0.00
C Js Express LTD 4007 Jeff Davis Hwy Richmond, VA 23234	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 12617	Merchant Service Agmt	\$0.00
C S K Inc Quarterfield 7702 Quarterfield Rd Glen Burnie,MD 21061	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14316	Merchant Service Agmt	\$0.00
Callaway A & W Sonoco 20815 Callaway Village Callaway,MD 20620	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22333	Merchant Service Agmt	\$0.00
Camblo De Cheques Vazquez 1562 N Orange St Redlands,CA 92374	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18629	Merchant Service Agmt	\$0.00
Camino Check Cashing 2101 El Camino Ave Sacramento,CA 95821	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18169	Merchant Service Agmt	\$0.00
Canelos Market 2031 S El Dorado Stockton,CA 95206	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14419	Merchant Service Agmt	\$0.00
Capital Food & Liquor 10009 Folsom Blvd Ste B Sacramento,CA 95827	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22005	Merchant Service Agmt	\$0.00
Capital Liquors 6019 Stockton Blvd Sacramento,CA 95824	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21458	Merchant Service Agmt	\$0.00
Cardenas Markets Inc 1040 South Vintage Ontario,CA 91761	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 13894	Merchant Service Agmt	\$0.00
Cardenas Supermarkets - Eastgate Markets, Inc. 23920 Ironwood Ave. Moreno Valley, CA 92557 John C.	Merchant Service Application for BioPay system executed 9/19/05.	Merchant Service Agmt	\$0.00
Caribbean Market & Farm 1446 Pine Mills Rd Orlando,FL 32808	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 19451	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Caribbean Market & Farm 1446 Pine Mills Rd Orlando,FL 32808	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 19451	Merchant Service Agmt	\$0.00
Carlie Cs Operation 3695 US 301 N Dunn,NC 28334	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 20327	Merchant Service Agmt	\$0.00
Carmelitas Market 1725 West Imola Napa,CA 94559	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19067	Merchant Service Agmt	\$0.00
Carnicera El Barrio 4644 Grant Ave Ste B Manassas,VA 20110	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20861	Merchant Service Agmt	\$0.00
Carniceria Atoyac 73850 State Highway 111 Palm Desert,CA 92260	PayCheck Secure Merchant Service Agreement Effective Date 05/26/2007 Contract Number 22648	Merchant Service Agmt	\$0.00
Carniceria Del Valle 7137 Walerga Rd Sacramento,CA 95842	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18922	Merchant Service Agmt	\$0.00
Carniceria El Paso 634 E New York St Aurora,IL 60505	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20267	Merchant Service Agmt	\$0.00
Carniceria Janitzio #1 600 Second St Mc Farland,CA 93250	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20137	Merchant Service Agmt	\$0.00
Carniceria Janitzio #2 1643 Cecil Ave Delano,CA 93215	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20138	Merchant Service Agmt	\$0.00
Carniceria Monterrey 120 North 3rd Street Immokalee,FL 34142	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18035	Merchant Service Agmt	\$0.00
Carniceria Vallarta 1010 W 16th St Merceo,CA 95340	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 22257	Merchant Service Agmt	\$0.00
Carniceria Vallarta 1155 Bellevue Road Atwater,CA 95301	PayCheck Secure Merchant Service Agreement Effective Date 04/14/2007 Contract Number 22603	Merchant Service Agmt	\$0.00
Carniceria Vallarta 248 N 100 W Provo,UT 84601	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22259	Merchant Service Agmt	\$0.00
Carniceria Vallarta 45 East 16th St Merceo,CA 95340	PayCheck Secure Merchant Service Agreement Effective Date 03/24/2007 Contract Number 22556	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Carolina Springs Auto Spa 19807 Catawba Cornelius,NC 28031	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 18707	Merchant Service Agmt	\$0.00
Carolina Springs Auto Spa 657 Brawley School Rd Moorseville,NC 28117	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 18706	Merchant Service Agmt	\$0.00
Carryon 11311 Huebner Road San Antonio,TX 78230	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22386	Merchant Service Agmt	\$0.00
Cash & Go Inc 6230A B Kings Hwy Alexandria,VA 22303	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 12522	Merchant Service Agmt	\$0.00
Cash N Dash 14518 Main St Hesperia,CA 92345	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22324	Merchant Service Agmt	\$0.00
Cash Service Distributors 257 Lyons Ave Newark,NJ 7712	PayCheck Secure Check 21 Agreement Effective Date 01/09/2007 Contract Number 21511	Merchant Service Agmt	\$0.00
Cash Service Distributors 257 Lyons Ave Newark,NJ 7712	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21511	Merchant Service Agmt	\$0.00
Cashe Check #2 117 W Main St. Woodland,CA 95695	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17224	Merchant Service Agmt	\$0.00
Cashland 615 16th Street Sacramento,CA 95814	PayCheck Secure Merchant Service Agreement Effective Date 04/28/2007 Contract Number 22623	Merchant Service Agmt	\$0.00
CCA Financial LLC PO Box 17190 Richmond,VA 23226	PayCheck Secure Merchant Service Agreement Effective Date 11/01/2007 Contract Number 22338	Merchant Service Agmt	\$0.00
Central de Envios Inc C/O South Exchange Miami,FL 33132	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20417	Merchant Service Agmt	\$0.00
Chads of Jennings 1024 N Lake Arthur Avenu Jennings,LA 70546	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20566	Merchant Service Agmt	\$0.00
Charm City Liquors 4367 Hollins Ferry Road Baltimore,MD 21227	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22706	Merchant Service Agmt	\$0.00
Chartley Liquor Store 122 Chartley Dr Reistertown,MD 21136	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15045	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Chavez Meat Market 5510 Thornton Ave Newark,CA 94560	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17365	Merchant Service Agmt	\$0.00
Chavez Meat Market 775 Arguello St Redwood City,CA 94053	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 19686	Merchant Service Agmt	\$0.00
Chavez Supermarket 1157 W Tennyson RD Hayward,CA 94544	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19685	Merchant Service Agmt	\$0.00
Chavez Supermarket 2337 McKee Rd San Jose,CA 95116	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19688	Merchant Service Agmt	\$0.00
Chavez Supermarket 3282 Middlefield Rd Menlo Park,CA 94025	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19346	Merchant Service Agmt	\$0.00
Chavez Supermarket 46 5th Ave Redwood City,CA 94063	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21586	Merchant Service Agmt	\$0.00
Chavez Supermarket 48 5th Avenue Redwood City,CA 94063	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 21623	Merchant Service Agmt	\$0.00
Chavez Supermarket 666 N Fair Oaks Ave Sunnyvale,CA 94085	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19687	Merchant Service Agmt	\$0.00
Check & Cash 13968 Ponderosa St Santa Ana,CA 92705	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15499	Merchant Service Agmt	\$0.00
Check & Cash 13968 Ponderosa St Santa Ana,CA 92705	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17155	Merchant Service Agmt	\$0.00
Check & Cash 9930 E 38th St Indianapolis,IN 46235	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19848	Merchant Service Agmt	\$0.00
Check & Mail 206 E Anaheim St Long Beach,CA 90813	PayCheck Secure Merchant Service Agreement Effective Date 01/24/2007 Contract Number 22476	Merchant Service Agmt	\$0.00
Check Cash J O T 2305 Benning Rd NE Washington,DC 20002	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18454	Merchant Service Agmt	\$0.00
Check N Cash 16985 S Monterey Rd Morgan Hill,CA 95037	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21597	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Check Stop Check Cashing 33800 Cassio Circle Fremont,CA 94555	PayCheck Secure Merchant Service Agreement Effective Date 12/01/2007 Contract Number 22397	Merchant Service Agmt	\$0.00
Checkagain PPS 580 Herndon Pkwy Herndon,VA 20170	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16979	Merchant Service Agmt	\$0.00
Checks Cashed ETC 3085 Golansky Blvd Woodbridge,VA 22192	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22355	Merchant Service Agmt	\$0.00
Checks Cashed Plus 6845 Midlothian Turnpike Richmond,VA 23225	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17208	Merchant Service Agmt	\$0.00
Checks Cashed 338 Amaret Street Frederickburg,VA 22401	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18211	Merchant Service Agmt	\$0.00
Checks Cashed 7314 Little River Turnpike Annandale,VA 22003	PayCheck Secure Merchant Service Agreement Effective Date 08/20/2007 Contract Number 22750	Merchant Service Agmt	\$0.00
Chene & Trombley Market 3700 E Edsel Ford Detroit,MI 48211	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19146	Merchant Service Agmt	\$0.00
Cherokee Mini Mart 401 S Cherokee Lane Lodi,CA 95240	PayCheck Secure Merchant Service Agreement Effective Date 04/18/2007 Contract Number 22607	Merchant Service Agmt	\$0.00
Choice Food Market 2106 West Olive Street Fresno,CA 93728	PayCheck Secure Merchant Service Agreement Effective Date 07/11/2007 Contract Number 22687	Merchant Service Agmt	\$0.00
Choice Gas & Check Cashin 7900 Fruitridge Rd Sacramento,CA 95820	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14621	Merchant Service Agmt	\$0.00
Chucks Liquor 3416 Rhode Island Ave Mt Rainier,MD 20712	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 12355	Merchant Service Agmt	\$0.00
Circle K 76 2727 S Reservoir St Pomona,CA 91766	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16814	Merchant Service Agmt	\$0.00
Circle Market 202 S Rancho Santa Fe Rd San Marcos,CA 92078	PayCheck Secure Merchant Service Agreement Effective Date 12/07/2006 Contract Number 22417	Merchant Service Agmt	\$0.00
Citgo Food Mart 174 N Main St Alpharetta,GA 30004	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16248	Merchant Service Agmt	\$0.00



**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Citgo Food Mart 4796 Canton Hwy #900 Marietta,GA 30066	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 12395	Merchant Service Agmt	\$0.00
Citgo Food Mart 501 Central ave Hapeville,GA 30354	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 12396	Merchant Service Agmt	\$0.00
Citgo Quick Food Mart 540 concord Road Smyrna,GA 30082	PayCheck Secure Merchant Service Agreement Effective Date 03/30/2007 Contract Number 22567	Merchant Service Agmt	\$0.00
City Check Advance Inc 725 East Broadway Louisville,KY 40202	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14886	Merchant Service Agmt	\$0.00
City Liquor & Market 3028 Esplanade Suite A Chico,CA 95973	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22449	Merchant Service Agmt	\$0.00
Ciudad De Mexico 3800 International Blvd Oakland,CA 94601	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 13726	Merchant Service Agmt	\$0.00
Claddagh Inc 148 Catactin Circle Leesburg,VA 20175	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 15746	Merchant Service Agmt	\$0.00
Cloverland AG 3819 South Court St Montgomery,AL 36105	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15413	Merchant Service Agmt	\$0.00
Clovis Check Cashing 111 W Bullard Suite 102 Clovis,CA 93612	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 11893	Merchant Service Agmt	\$0.00
Club House 2104 Greenmount Ave Baltimore,MD 21218	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 12989	Merchant Service Agmt	\$0.00
Coborns Inc / 2nd. Lane 1445 Highway 23 E Saint Cloud,MN 56304	PayCheck Secure Merchant Service Agreement Effective Date 10/26/2007 Contract Number 22780	Merchant Service Agmt	\$0.00
Coborns Inc 1445 Highway 23 East Saint Cloud,MN 56304	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15608	Merchant Service Agmt	\$0.00
Cocoa #1 Coin Laundry 805 N Fiske Blvd #103 Cocoa,FL 32922	PayCheck Secure Merchant Service Agreement Effective Date 03/18/2007 Contract Number 22548	Merchant Service Agmt	\$0.00
Collierville Country Stor 3706 East Collier Rd ACampo,CA 95220	PayCheck Secure Merchant Service Agreement Effective Date 04/11/2007 Contract Number 22577	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Color Check Cashing 227 W 7th St Los Angeles,CA 90014	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19673	Merchant Service Agmt	\$0.00
Columbia Services 5027 Columbia Pike Arlington,VA 22204	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21447	Merchant Service Agmt	\$0.00
Combos #1 889 W. Center St. Provo,UT 84660	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 17882	Merchant Service Agmt	\$0.00
Combos #2 833 N. Main St. Spanish Fork,UT 84660	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17881	Merchant Service Agmt	\$0.00
Common Cents 606 E Hobsonway Blythe,CA 92225	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16496	Merchant Service Agmt	\$0.00
Compadres Market 502 C St Galt,CA 95632	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16924	Merchant Service Agmt	\$0.00
Compare Supermarket 320 N Goldenrod Rd Winter Park,FL 32792	PayCheck Secure Check 21 Agreement Effective Date 01/09/2007 Contract Number 21612	Merchant Service Agmt	\$0.00
Compare Supermarket 320 N Goldenrod Rd Winter Park,FL 32792	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21612	Merchant Service Agmt	\$0.00
Complete Services Admin 1541 SE 12th Ave Homestead,FL 33035	PayCheck Secure Check 21 Agreement Effective Date 01/20/2007 Contract Number 22473	Merchant Service Agmt	\$0.00
Complete Services Admin 1541 SE 12th Ave Homestead,FL 33035	PayCheck Secure Merchant Service Agreement Effective Date 01/20/2007 Contract Number 22473	Merchant Service Agmt	\$0.00
Conchita Mini Mart 2430 Overland Rd Boise,ID 83173	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22357	Merchant Service Agmt	\$0.00
Connecticut State Check 2268 Fairfield Ave BridgePort,CT 6605	PayCheck Secure Merchant Service Agreement Effective Date 04/04/2007 Contract Number 22573	Merchant Service Agmt	\$0.00
Conoco 300 S Pleasantburg DR Greenville,SC 29607	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21601	Merchant Service Agmt	\$0.00
Contreras Markets Inc #3 861 Rincon Ave Livermore,CA 94550	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14137	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Contreras Markets INC 1752 First Street Livermore,CA 94550	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14112	Merchant Service Agmt	\$0.00
Convenient Food Mart 3500 Broadway St San Antonio,TX 78209	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15344	Merchant Service Agmt	\$0.00
Convenient Food Mart 6710 Loyola Lane Austin, TX 78724	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16757	Merchant Service Agmt	\$0.00
Cool Lane Express 2001 Mechansville Trpk Richmond,VA 23223	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14341	Merchant Service Agmt	\$0.00
Cool Save Supermarket 646 Cherry Hill Road Baltimore,MD 21225	PayCheck Secure Merchant Service Agreement Effective Date 04/24/2007 Contract Number 22615	Merchant Service Agmt	\$0.00
Coopers Liquor 570 Old Town Mall Baltimore,MD 21202	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16478	Merchant Service Agmt	\$0.00
Cork & Bottle Liquors 516 Main St Laurel,MD 20707	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16132	Merchant Service Agmt	\$0.00
Corner Food & Liquor 320 N Midway Dr Unit A Escondido,CA 92027	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22423	Merchant Service Agmt	\$0.00
Cost Mart 3347 El Cajon BLvd San Diego,CA 92104	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 13921	Merchant Service Agmt	\$0.00
Country Time Market 635 Donohoe St Palo Alto,CA 94303	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18215	Merchant Service Agmt	\$0.00
Covington Check Cashing 2113 Place Street Covington,GA 30014	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 13204	Merchant Service Agmt	\$0.00
Crooks Hit - N - Run Food 5 Broad Street Senoia,GA 30276	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20964	Merchant Service Agmt	\$0.00
Crooks Marketplace 5 Broad St Senoia,GA 30276	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18173	Merchant Service Agmt	\$0.00
Crooks Marketplace 5 Broad Street Senoia,GA 30276	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20963	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Crown Liquors 1920 N Shadeland Ave Indianapolis,IN 46219	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21847	Merchant Service Agmt	\$0.00
Crown Wine & Spirits 910 N W 10th Place Fort Lauderdale,FL 33311	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 11919	Merchant Service Agmt	\$0.00
CRS - Bobs Liquor 632 Cottronwood St Woodland,CA 95695	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 15211	Merchant Service Agmt	\$0.00
CRS - Fast & Easy Check 1950 North Texas Street Fairfield,CA 94553	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 18824	Merchant Service Agmt	\$0.00
CRS - Fast & Easy Check 1950 North Texas Street Fairfield,CA 94553	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18824	Merchant Service Agmt	\$0.00
CRS - Fast & Easy Mart 27 8916 Brooks Rd Windsor,CA 95492	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 15219	Merchant Service Agmt	\$0.00
CRS - Fast & Easy Mart 38 244 W Harding Way Stockton,CA 95204	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15214	Merchant Service Agmt	\$0.00
CRS - Fast & Easy Mart 45 898 A St Haywood,CA 94540	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15212	Merchant Service Agmt	\$0.00
CRS - Fast & Easy Mart 47 2550 A Guerneville Rd Santa Rosa,CA 65401	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13812	Merchant Service Agmt	\$0.00
CRS - Fast & Easy Mart 58 430 W Noble Ave Farmersville,CA 93223	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15216	Merchant Service Agmt	\$0.00
CRS - Morada Chevron 6840 Goodyear Rd Bldg #C Benicia,CA 94510	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18225	Merchant Service Agmt	\$0.00
CRS - Vals Liquor 6840 Groodyear Rd Benicia,CA 94510	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 14187	Merchant Service Agmt	\$0.00
CRS - Vals Liquor 6840 Groodyear Rd Benicia,CA 94510	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14187	Merchant Service Agmt	\$0.00
CRS - Windsor Market #53 6840 Goodyear Rd Bldg #C Benicia,CA 94510	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15909	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
CRS Fast & Easy Livermore 6840 Goodyear Rd #C Benicia,CA 94510	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14037	Merchant Service Agmt	\$0.00
CRS -Fast & Easy Mart 28 5978 Sonoma Hwy Santa Rosa,CA 95409	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14492	Merchant Service Agmt	\$0.00
Cucos Market 2737 South Redwood Rd West Valley City,UT 84119	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20666	Merchant Service Agmt	\$0.00
Cucos Market 2737 South Redwood Rd West Valley City,UT 84119	PayCheck Secure Merchant Service Agreement Effective Date 03/23/2007 Contract Number 22553	Merchant Service Agmt	\$0.00
Curtis Park Market 2703 24th St Sacramento,CA 95818	PayCheck Secure Check 21 Agreement Effective Date 10/07/2007 Contract Number 22748	Merchant Service Agmt	\$0.00
Curtis Park Market 2703 24th St Sacramento,CA 95818	PayCheck Secure Merchant Service Agreement Effective Date 10/07/2007 Contract Number 22748	Merchant Service Agmt	\$0.00
D & N Liquor Store 2702 W Morris St Indianapolis,IN 46221	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18212	Merchant Service Agmt	\$0.00
D S Market 2340 N 32nd St Phoenix,AZ 85008	PayCheck Secure Merchant Service Agreement Effective Date 03/10/2007 Contract Number 22536	Merchant Service Agmt	\$0.00
D Solanos Travel 1824 W 3500 S #100 West Valley City,UT 84119	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20888	Merchant Service Agmt	\$0.00
Dakcomp, Inc. 9338 Cincinnati Columbus Cincinnati,OH 45241	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22710	Merchant Service Agmt	\$0.00
Dandy Market 1314 E University Ave Gainesville,FL 32641	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17615	Merchant Service Agmt	\$0.00
Dans Liqour 4005 N Marks Fresno,CA 93722	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16495	Merchant Service Agmt	\$0.00
Davey Discount 3001 Altama Ave Brunswick,GA 31520	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16663	Merchant Service Agmt	\$0.00
Davids Food Mart 13195 Jefferson Ave Newport News,VA 23608	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17503	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Davis Spine Associates 552 Williamson Road Mooresville,NC 28117	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 18747	Merchant Service Agmt	\$0.00
Deep Discount Tobacco 122 North Lime Ave Sarasota,FL 34237	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16141	Merchant Service Agmt	\$0.00
Delano Liquor 2240 Girard St Delano,CA 93215	PayCheck Secure Merchant Service Agreement Effective Date 11/15/2007 Contract Number 22789	Merchant Service Agmt	\$0.00
Delta Market 549 W Charter Way Stockton,CA 95206	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16141	Merchant Service Agmt	\$0.00
Denneys Market Inc 1400 Padre St Bakesfield,CA 93307	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22326	Merchant Service Agmt	\$0.00
Deportes Janitzio 2315 Northgate blvd Sacramento,CA 95833	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17223	Merchant Service Agmt	\$0.00
Dianas Envios 24365 San Fernando Rd Newhall,CA 91321	PayCheck Secure Merchant Service Agreement Effective Date 06/06/2007 Contract Number 22664	Merchant Service Agmt	\$0.00
Dicortes Emporium 715 New Dallas Hwy Waco,TX 76705	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15046	Merchant Service Agmt	\$0.00
Didiers Liquor 4778 East Olive St Fresno,CA 93702	PayCheck Secure Check 21 Agreement Effective Date 01/09/2007 Contract Number 15694	Merchant Service Agmt	\$0.00
Didiers Liquor 4778 East Olive St Fresno,CA 93702	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15694	Merchant Service Agmt	\$0.00
Dilworth Coffee House 110 1-A Matthews Station Mathews,NC 28105	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 18614	Merchant Service Agmt	\$0.00
Dinner Bell Market 2835 Shelby Street Indianapolis,IN 46203	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22390	Merchant Service Agmt	\$0.00
Discoteca Dona Lety 2821 Middlefield Road Redwood City,CA 94063	PayCheck Secure Merchant Service Agreement Effective Date 03/31/2007 Contract Number 22569	Merchant Service Agmt	\$0.00
Discoteca Moroleon 10445 Folsom Blvd Rancho Cordova,CA 95670	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20408	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Discoteca Vallarta 637 Plumas St Yuba City,CA 95991	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17982	Merchant Service Agmt	\$0.00
Discount Cigarette & Liqu 7613 Shepherdsville Rd Louisville,KY 40219	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17212	Merchant Service Agmt	\$0.00
Dish Latino 3100 Gulf Breeze Pkwy Gulf Breeze,FL 32563	PayCheck Secure Check 21 Agreement Effective Date 01/09/2007 Contract Number 22047	Merchant Service Agmt	\$0.00
Dish Latino 3100 Gulf Breeze Pkwy Gulf Breeze,FL 32563	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22047	Merchant Service Agmt	\$0.00
Dixie Check Cashing 18 north 500 East St George,UT 84770	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22362	Merchant Service Agmt	\$0.00
DNV Inc 7314 Little RiverTurnpike Annandale,VA 22003	PayCheck Secure Merchant Service Agreement Effective Date 02/23/2007 Contract Number 22510	Merchant Service Agmt	\$0.00
Dol Ex Dollar Express,Inc 700 Highlander Blvd. Arlington,TX 76015	PayCheck Secure Merchant Service Agreement Effective Date 07/13/2007 Contract Number 22693	Merchant Service Agmt	\$0.00
Dollar Check Cash Clovis 10051 Magnolia Ave # A 5 Riverside,CA 92503	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18688	Merchant Service Agmt	\$0.00
Dollar Dreams 1305 Market St Harrisburg,PA 17103	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15033	Merchant Service Agmt	\$0.00
Dominguez Market 13825 Amar Rd. La Puente,CA 91746	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17300	Merchant Service Agmt	\$0.00
Don Juan Envios Universal 1462 Gulf to Bay Blvd Clearwater,FL 33755	PayCheck Secure Check 21 Agreement Effective Date 01/09/2007 Contract Number 20215	Merchant Service Agmt	\$0.00
Don Juan Envios Universal 1462 Gulf to Bay Blvd Clearwater,FL 33755	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20215	Merchant Service Agmt	\$0.00
Don Juan Food Market 4005 New Bern Ave Raleigh,NC 27610	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17502	Merchant Service Agmt	\$0.00
Don Rafa Supermercado 50 West Riverside Drive Watsonville,CA 95076	PayCheck Secure Merchant Service Agreement Effective Date 09/25/2007 Contract Number 22756	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Double D Mini Mart 1500 W Houston Avenue Visalia,CA 94612	PayCheck Secure Merchant Service Agreement Effective Date 03/17/2007 Contract Number 22546	Merchant Service Agmt	\$0.00
Down Town Liquor 598 East 8th St Chico,CA 95928	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22182	Merchant Service Agmt	\$0.00
Dry Creek Liquor 3801 Yosemite Blvd Ste G Modesto,CA 95357	PayCheck Secure Merchant Service Agreement Effective Date 04/21/2007 Contract Number 22613	Merchant Service Agmt	\$0.00
D-S Money Market 281 1st St Gilroy,CA 95020	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21772	Merchant Service Agmt	\$0.00
Duke Cigar & Tobacco 7354 Little River Tpke #B Annadale,VA 22003	PayCheck Secure Check 21 Agreement Effective Date 01/09/2007 Contract Number 18522	Merchant Service Agmt	\$0.00
Duke Cigar & Tobacco 7354 Little River Tpke #B Annadale,VA 22003	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18522	Merchant Service Agmt	\$0.00
Dura Food Mart Inc 1501 North Betty Ln Clear Water,FL 33755	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19088	Merchant Service Agmt	\$0.00
Duron Market Inc 1610 N Willowbrook Ave Compton,CA 90222	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22376	Merchant Service Agmt	\$0.00
Duthlers Family Food 830 28th St SW Wyoming,MI 49509	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 12672	Merchant Service Agmt	\$0.00
Duthlers Family Food 830 28th St SW Wyoming,MI 49509	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22718	Merchant Service Agmt	\$0.00
Duthlers Family Foods 425 Fuller N E Grand Rapids,MI 49505	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 11952	Merchant Service Agmt	\$0.00
Duthler's Family Foods 5483 Apple Ave Muskegon,MI 49442	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22718	Merchant Service Agmt	\$0.00
Duthlers Family Foods 648 Bridge NW Grand Rapids,MI 49504	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 12525	Merchant Service Agmt	\$0.00
e - Bank Systems 2811 South Loop 289 Lubbock,TX 79423	PayCheck Secure Merchant Service Agreement Effective Date 01/31/2007 Contract Number 22489	Merchant Service Agmt	\$0.00



**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
E & J Liquors Inc 1007 Alpharetta St Roswell,GA 30075	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22330	Merchant Service Agmt	\$0.00
E Z Liquors #2 901 Lincoln Ave Alameda,CA 94501	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14315	Merchant Service Agmt	\$0.00
Eagle Liquor 1558 N Magnolia Ave #F El Cagon,CA 92020	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21288	Merchant Service Agmt	\$0.00
Earls Super Liquor 833 Southern Ave Oxon Hill,MD 20745	PayCheck Secure Merchant Service Agreement Effective Date 04/14/2007 Contract Number 22602	Merchant Service Agmt	\$0.00
East Side Market 2368 Clark Ave East Palo Alto,CA 94303	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16770	Merchant Service Agmt	\$0.00
Eastpines Liquor 6801 Riverdale Rd Riverdale,MD 20737	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15483	Merchant Service Agmt	\$0.00
Easy Cash 1067 North Edgewood Ave Jacksonville,FL 32254	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 12068	Merchant Service Agmt	\$0.00
Easy Check Cashing 1911 S El Camino Real San Clemente,CA 92672	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21035	Merchant Service Agmt	\$0.00
Econo Service c/o South Exchange Miami,FL 33132	PayCheck Secure Merchant Service Agreement Effective Date 04/01/2007 Contract Number 22635	Merchant Service Agmt	\$0.00
Economizer Supermarket 14720 Hwy 574 Dr Dover,FL 33527	PayCheck Secure Merchant Service Agreement Effective Date 03/16/2007 Contract Number 22542	Merchant Service Agmt	\$0.00
Economy Market 1100 East Imola Ave Napa,CA 94559	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21582	Merchant Service Agmt	\$0.00
Eddies Minute Mart P O Box 13155 Anderson,SC 29624	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21106	Merchant Service Agmt	\$0.00
Edens Liquor & Deli 1086 A St Hayward,CA 94541	PayCheck Secure Merchant Service Agreement Effective Date 03/06/2007 Contract Number 22531	Merchant Service Agmt	\$0.00
Eduardos Mercado 3175 National Ave San Diego,CA 92113	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19049	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
El 2 De Oros Produce Mkt 1417 Tennessee St Vallejo,CA 94590	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 22134	Merchant Service Agmt	\$0.00
El 2 De Oros Produce Mkt 1417 Tennessee St Vallejo,CA 94590	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22134	Merchant Service Agmt	\$0.00
El Aguila Market 10499 Folsom Blvd Rancho Cordova,CA 95670	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19590	Merchant Service Agmt	\$0.00
El Atoron 1109 N Miami Blvd Durham,NC 27703	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18740	Merchant Service Agmt	\$0.00
El Campo Market 8973 East Highway 140 Planada,CA 95365	PayCheck Secure Merchant Service Agreement Effective Date 02/02/2007 Contract Number 22495	Merchant Service Agmt	\$0.00
El Caporal Inc 515 McLaughlin Ave San Jose,CA 95116	PayCheck Secure Merchant Service Agreement Effective Date 12/01/2007 Contract Number 18856	Merchant Service Agmt	\$0.00
El Cerrito 5370 Collinsville Road East St Louis,IL 62201	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20573	Merchant Service Agmt	\$0.00
El Condor Imports 3160 S Hamilton Rd Columbus,OH 43232	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19415	Merchant Service Agmt	\$0.00
El Girosol 8506 1st Avenue North Birmingham, AL 35206	PayCheck Secure Check 21 Agreement Effective Date 03/01/2007 Contract Number 22522	Merchant Service Agmt	\$0.00
El Girosol 8506 1st Avenue North Birmingham, AL 35206	PayCheck Secure Merchant Service Agreement Effective Date 03/01/2007 Contract Number 22522	Merchant Service Agmt	\$0.00
El Latino 1316 N Military Trail West Palm Beach,FL 33407	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 20462	Merchant Service Agmt	\$0.00
El Latino 1316 N Military Trail West Palm Beach,FL 33407	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20462	Merchant Service Agmt	\$0.00
El Mariachi LLC 1082 F Sunset Blvd W Columbia,SC 29169	PayCheck Secure Merchant Service Agreement Effective Date 05/31/2007 Contract Number 22657	Merchant Service Agmt	\$0.00
El Mariachi Supermarket 203 SW 2nd Court Pompano Beach,FL 33060	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20432	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
El Mercadito 601 North 9th Street Defuniak Springs,FL 32433	PayCheck Secure Check 21 Agreement Effective Date 07/09/2007 Contract Number 22681	Merchant Service Agmt	\$0.00
El Mercadito 601 North 9th Street Defuniak Springs,FL 32433	PayCheck Secure Merchant Service Agreement Effective Date 07/09/2007 Contract Number 22681	Merchant Service Agmt	\$0.00
El Metate Markets 4 1308 W. Edinger Santa Ana,CA 92704	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19078	Merchant Service Agmt	\$0.00
El Metate Markets 817 W 19th St Costa Mesa,CA 92627	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14753	Merchant Service Agmt	\$0.00
El Mundo Latino 1145 S Wells Ave Reno,NV 89502	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19490	Merchant Service Agmt	\$0.00
El Noa Noa #3 52 East Main St Apopka,FL 32703	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19732	Merchant Service Agmt	\$0.00
El Noa Noa 4215 N Armenia Ave Tampa,FL 33607	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 19057	Merchant Service Agmt	\$0.00
El Noa Noa 4215 N Armenia Ave Tampa,FL 33607	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19057	Merchant Service Agmt	\$0.00
El Oso Blanco Market 3611 W Hillsboro Ave Tampa,FL 33614	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 22172	Merchant Service Agmt	\$0.00
El Oso Blanco Market 3611 W Hillsboro Ave Tampa,FL 33614	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22172	Merchant Service Agmt	\$0.00
El Paisano 2856 Middlefield Road Redwood City,CA 94083	PayCheck Secure Merchant Service Agreement Effective Date 12/30/2006 Contract Number 22450	Merchant Service Agmt	\$0.00
El Pasito #2 825 East St Ste 114 Woodland,CA 95776	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17225	Merchant Service Agmt	\$0.00
El Pasito 825 East St Woodland,CA 95776	PayCheck Secure Merchant Service Agreement Effective Date 09/10/2007 Contract Number 22724	Merchant Service Agmt	\$0.00
El Porvenir 1537 Rumrill Blvd San Pablo,CA 94806	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14943	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
El Presidente Hialeah 1200 W 68th St Hialeah,FL 33014	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14233	Merchant Service Agmt	\$0.00
El Presidente Miami 1895 S W 8th St Miami,FL 33135	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 12217	Merchant Service Agmt	\$0.00
El Primo Pizzeria & Taque 2425 Northgate Blvd Sacramento,CA 95833	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17481	Merchant Service Agmt	\$0.00
El Provenir 1132 W 4th St Wilmington,DE 19805	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 16015	Merchant Service Agmt	\$0.00
El Pueblo 741 E St Wasco,CA 93280	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 12475	Merchant Service Agmt	\$0.00
El Ranchito 10448 Hwy 99 Live Oak,CA 95953	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17983	Merchant Service Agmt	\$0.00
El Ranchito 1536 23rd Ave Oakland,CA 94606	PayCheck Secure Merchant Service Agreement Effective Date 03/15/2007 Contract Number 22541	Merchant Service Agmt	\$0.00
El Rancho Alegre Meat 233 W Harvard Blvd Santa Paula,CA 93060	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20139	Merchant Service Agmt	\$0.00
El Rancho Market #1 519 East Jackson St Pasadena,TX 77506	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14395	Merchant Service Agmt	\$0.00
El Rancho Market #3 8615 Irvington Blvd Houston,TX 77022	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14929	Merchant Service Agmt	\$0.00
El Rancho Market #4 901 West Miller Rd Garland,TX 75041	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14938	Merchant Service Agmt	\$0.00
El Rancho Market #5 225 South Main St Conroe,TX 77301	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14928	Merchant Service Agmt	\$0.00
El Rancho Market 346 Reservation Rd Marina,CA 93933	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21909	Merchant Service Agmt	\$0.00
El Rey 916 South Cesar E. Chavez Milwaukee,WI 53204	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 12425	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
El Rincon Latino 1318 Remount Road North Charleston,SC 29406	PayCheck Secure Merchant Service Agreement Effective Date 07/11/2007 Contract Number 22692	Merchant Service Agmt	\$0.00
El Rinconcito 301 E Pine St Lodi Lodi,CA 95270	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 16801	Merchant Service Agmt	\$0.00
El Rinconcito 301 E Pine St Lodi Lodi,CA 95270	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 16801	Merchant Service Agmt	\$0.00
El Rio Grande Super Merca 5308 Maple Ave Dallas,TX 75235	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18037	Merchant Service Agmt	\$0.00
El Sereno Liquor 3327 N Eastern Ave Los Angeles,CA 90032	PayCheck Secure Merchant Service Agreement Effective Date 04/18/2007 Contract Number 22609	Merchant Service Agmt	\$0.00
El Super Toro Loce #2 85101 Ave 52 Coachella, CA 92236	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14797	Merchant Service Agmt	\$0.00
El Super Toro Loce #3 52-051 Hwy 111 Coachella,CA 92236	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14798	Merchant Service Agmt	\$0.00
El Super Toro Loce #4 91200 2nd St Mecca,CA 92254	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14796	Merchant Service Agmt	\$0.00
El Super Toro Loco 68395 Ramon Rd. Cathedral City,CA 92234	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19103	Merchant Service Agmt	\$0.00
El Tapatio Markets Inc 13635 Freeway Dr Santa Fe Springs,CA 90670	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17777	Merchant Service Agmt	\$0.00
El Tapatio 988 West Sunset Blvd St George,UT 84770	PayCheck Secure Merchant Service Agreement Effective Date 04/18/2007 Contract Number 22604	Merchant Service Agmt	\$0.00
El Tigre Foods #7 608 N Escondido Blvd Escondido,CA 92025	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15722	Merchant Service Agmt	\$0.00
El Tigre Foods #8 608 N Escondido Blvd Escondido,CA 92025	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 16106	Merchant Service Agmt	\$0.00
El Tigre Foods 608 N Escondido Blvd Escondido,CA 92025	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15165	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
El Torito Meat Market 2753 Cherokee St St Louis,MO 63118	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19357	Merchant Service Agmt	\$0.00
El Toro Liquor 1412 W 1st St Santa Ana,CA 92703	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15400	Merchant Service Agmt	\$0.00
El Toro Market 2868 W Rialto Ave Rialto,CA 92376	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13590	Merchant Service Agmt	\$0.00
El Toro 1125 W Main St Santa Maria,CA 93458	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 12819	Merchant Service Agmt	\$0.00
El Tropico Supermarket 7866 Richmond Highway Alexandria, VA 22306	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19080	Merchant Service Agmt	\$0.00
El Vaquero Fashion 309 E Poinsett St Greer,SC 29650	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19725	Merchant Service Agmt	\$0.00
Elrod's Cost Plus #12 372 East Pipeline Road Hurst, TX 76053	PayCheck Secure Merchant Service Agreement Effective Date 09/26/2007 Contract Number 22760	Merchant Service Agmt	\$0.00
Elvias Boutique 1502 Main St Redwood City,CA 94063	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22445	Merchant Service Agmt	\$0.00
Englefield Oil Company 447 James Parkway Heath,OH 43056	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 19894	Merchant Service Agmt	\$0.00
Enivios De Dinero 301 E. Pine Street Lodi,CA 95240	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 17364	Merchant Service Agmt	\$0.00
Enivios De Dinero 301 E. Pine Street Lodi,CA 95240	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17364	Merchant Service Agmt	\$0.00
Envios Gonzalez 102 E Front Harvard,IL 60033	PayCheck Secure Merchant Service Agreement Effective Date 04/27/2007 Contract Number 22621	Merchant Service Agmt	\$0.00
Eric's Donuts 5669 Mack Rd Sacramento,CA 95823	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21459	Merchant Service Agmt	\$0.00
Estrellas Del Sur 2291 Ringling Blvd Sarasota,FL 34237	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 223399	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Etrick Market Inc 21413 Chesterfield Ave Etrick, VA 23832	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22360	Merchant Service Agmt	\$0.00
Euro Exchange Corp 1717 North Bay Shore Dr Miami, FL 33132	PayCheck Secure Check 21 Agreement Effective Date 02/08/2007 Contract Number 22504	Merchant Service Agmt	\$0.00
Euro Exchange Corp 1717 North Bay Shore Dr Miami, FL 33132	PayCheck Secure Merchant Service Agreement Effective Date 02/08/2007 Contract Number 22504	Merchant Service Agmt	\$0.00
Euro Market Chevron 6318 Leesburg Pike Falls Church, VA 22043	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15513	Merchant Service Agmt	\$0.00
Evergreen Market 2995 S Elm Ave Fresno, CA 93706	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21291	Merchant Service Agmt	\$0.00
Evergreen Produce #1 3225 Foothill Blvd Oakland, CA 94601	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 22462	Merchant Service Agmt	\$0.00
Evergreen Produce #2 1300 Market Ave San Pablo, CA 94806	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22464	Merchant Service Agmt	\$0.00
Express Cash Advance 800 28th St SW Wyoming, MI 49509	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19079	Merchant Service Agmt	\$0.00
Express Cash, Inc. 8890 Ulmerton Road Largo, FL 33771	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 20074	Merchant Service Agmt	\$0.00
Express Cash, Inc. 8890 Ulmerton Road Largo, FL 33771	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 20074	Merchant Service Agmt	\$0.00
Express Cash, Inc. 8890 Ulmerton Road Largo, FL 33771	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20074	Merchant Service Agmt	\$0.00
Express Cash, Inc. 8890 Ulmerton Road Largo, FL 33771	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22705	Merchant Service Agmt	\$0.00
Express Mail & Copy 3961 West 9000 South West Jordan, UT 84088	PayCheck Secure Merchant Service Agreement Effective Date 06/18/2007 Contract Number 22671	Merchant Service Agmt	\$0.00
Express Tax and Ace Insur 421 East 2nd Ave Rome, GA 30161	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21104	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
EZ Check Cashing 5675 Mission Blvd. Riverside,CA 92509	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20170	Merchant Service Agmt	\$0.00
EZ Market of Texas 13010 Spring Oak Dr Mesquite,TX 75180	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21150	Merchant Service Agmt	\$0.00
EZ Mart Check Cashing Inc 10473 Folsom Blvd Ste 2 Rancho Cordova,CA 95670	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22004	Merchant Service Agmt	\$0.00
EZ Mart Check Cashing Inc 8315 Folsom Blvd Sacramento,CA 95628	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22003	Merchant Service Agmt	\$0.00
EZ Telecom 227 Broadway Chelsea,MA 2150	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21578	Merchant Service Agmt	\$0.00
F & F Mail Boxes & Emp 536 E Dunlap Ave Ste 9 Phoenix, AZ 85020	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 16152	Merchant Service Agmt	\$0.00
Family Check Cashier 116-A NE Main St Simpsonville,SC 29681	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21824	Merchant Service Agmt	\$0.00
Family Grocery 5586 South Orange Blossom Intercession City,FL 33848	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19347	Merchant Service Agmt	\$0.00
Farm Fresh Ranch Market 13658 Hawthorne Blvd Hawthorne,CA 90250	PayCheck Secure Merchant Service Agreement Effective Date 01/07/2007 Contract Number 22455	Merchant Service Agmt	\$0.00
Fast Food Mart 1251 North Hill Street Griffin,GA 30223	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22714	Merchant Service Agmt	\$0.00
Fast n Easy 9331 La Rivera Drive Sacramento,CA 95826	PayCheck Secure Check 21 Agreement Effective Date 08/25/2007 Contract Number 22722	Merchant Service Agmt	\$0.00
Fast n Easy 9331 La Rivera Drive Sacramento,CA 95826	PayCheck Secure Merchant Service Agreement Effective Date 08/25/2007 Contract Number 22722	Merchant Service Agmt	\$0.00
Fastrac 1 8588 W 2700th S Magna,UT 840044	PayCheck Secure Merchant Service Agreement Effective Date 09/24/2007 Contract Number 22754	Merchant Service Agmt	\$0.00
Fastrac 802 South 900 West South Lake City,UT 84104	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20082	Merchant Service Agmt	\$0.00



**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Fastway Food Mart 2509 South Bell Blvd Cedar Park, TX 78613	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14339	Merchant Service Agmt	\$0.00
Feather Petroleum Company 2492 Industrial Blvd Grand Junction, CO 81505	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20371	Merchant Service Agmt	\$0.00
Feather River Market 5870 Feather River Blvd. Marysville, CA 95901	PayCheck Secure Merchant Service Agreement Effective Date 06/25/2007 Contract Number 22683	Merchant Service Agmt	\$0.00
Felice & Filice Inc 209 Williams Rd Salinas, CA 93905	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14651	Merchant Service Agmt	\$0.00
Festival Foods 4357 NE Chouteau Tfwy Kansas City, MO 64117	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22006	Merchant Service Agmt	\$0.00
Fiesta Barn Market 12301 W Buckeye Rd Avondale, AZ 85323	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15724	Merchant Service Agmt	\$0.00
Fiesta Food Market 1249 W Sunrise Blvd Fort Lauderdale, FL 33311	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17898	Merchant Service Agmt	\$0.00
Fiesta Latina Supermarket 1430 Cutting Blvd Richmond, CA 94804	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21944	Merchant Service Agmt	\$0.00
Fiesta Latina 10316 Evergreen Way Everett, WA 98204	PayCheck Secure Merchant Service Agreement Effective Date 04/01/2007 Contract Number 22552	Merchant Service Agmt	\$0.00
Fiesta Mexicana 1221 S Anaheim Blvd Anaheim, CA 92805	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15049	Merchant Service Agmt	\$0.00
Fiesta Mexicana 1221 South Anaheim Blvd Anaheim, CA 92805	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15399	Merchant Service Agmt	\$0.00
Finnegans Jug 1084 E 1st Ave Chico, CA 95926	PayCheck Secure Merchant Service Agreement Effective Date 02/25/2007 Contract Number 22516	Merchant Service Agmt	\$0.00
Fintastic 2135 C Ayrslley Town Blvd Charlotte, NC 28273	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 18662	Merchant Service Agmt	\$0.00
First Capital Datasource 18427 Park Grove Lane Dallas, TX 75287	PayCheck Secure Merchant Service Agreement Effective Date 04/12/2007 Contract Number 22594	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Flash Food Mart 1709 South 900 West Salt Lake City, UT 84104	PayCheck Secure Merchant Service Agreement Effective Date 03/27/2007 Contract Number 22561	Merchant Service Agmt	\$0.00
Floco Foods Inc - Camden IGA #33 P O Box 1629 Lake City, SC 29560	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22398	Merchant Service Agmt	\$0.00
Floco Foods Inc - Cheraw IGA #57 P O Box 1629 Lake City, SC 29560	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22396	Merchant Service Agmt	\$0.00
Floco Foods Inc P O Box 1629 Lake City, SC 29560	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 12426	Merchant Service Agmt	\$0.00
Folmar Gun & Pawn Shop 307 N Adams Street Tallahassee, FL 32301	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18793	Merchant Service Agmt	\$0.00
Folsom Check Cashing 9205 Folsom Blvd Sacramento, CA 95826	PayCheck Secure Merchant Service Agreement Effective Date 11/26/2007 Contract Number 22794	Merchant Service Agmt	\$0.00
Fontana Truck Stop Center 14264 Valley Blvd Fontana, CA 92335	PayCheck Secure Merchant Service Agreement Effective Date 01/30/2007 Contract Number 22486	Merchant Service Agmt	\$0.00
Food 4 Less 8014 Lower Sacramento Rd Stockton, CA 95210	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19069	Merchant Service Agmt	\$0.00
Food 4 Less 8014 Lower Sacramento Rd Stockton, CA 95210	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19070	Merchant Service Agmt	\$0.00
Food Bowl Market 3035 Cedar Street San Diego, CA 92102	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 12875	Merchant Service Agmt	\$0.00
Food Giant 5065 Logan Ave San Diego, CA 92113	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15779	Merchant Service Agmt	\$0.00
Food Mart 1835 Rumrill Blvd San Pablo, CA 94806	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14306	Merchant Service Agmt	\$0.00
Food Palace Market 3550 National Ave San Diego, CA 92113	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15348	Merchant Service Agmt	\$0.00
Food Town Grocery & Mark 8620 Cullen Blvd Houston, TX 77051	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15115	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Foodland (Dallo Enterpri) 303 Highland Ave National City,CA 91950	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 16759	Merchant Service Agmt	\$0.00
Foot Hill Liquor 405 Jamacha Blvd El Cajon,CA 92109	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22133	Merchant Service Agmt	\$0.00
Forest Park Food Mart 4193 Jonesboro Road Forest Park,GA 30297	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 22402	Merchant Service Agmt	\$0.00
Forest Park Food Mart 4193 Jonesboro Road Forest Park,GA 30297	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22402	Merchant Service Agmt	\$0.00
Forsyth Package To Go 119 N Lee St Forsyth, GA 31029	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15535	Merchant Service Agmt	\$0.00
Fox Meadows Big Star 3151 S Mendenhall Memphis, TN 38115	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20041	Merchant Service Agmt	\$0.00
Franco Dicortes Bad Bear 1434 S Valley Mills Dr Waco, TX 76701	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 16166	Merchant Service Agmt	\$0.00
Franklin Gas & Mart 4991 Franklin Blvd Sacramento,CA 95820	PayCheck Secure Merchant Service Agreement Effective Date 02/01/2007 Contract Number 22488	Merchant Service Agmt	\$0.00
Fremins Food & Furniture 603 W Admiral Doyle Dr New Iberia,LA 70560	PayCheck Secure Merchant Service Agreement Effective Date 09/26/2007 Contract Number 22757	Merchant Service Agmt	\$0.00
Fresco Market 610 E Francis St Ontario,CA 91761	PayCheck Secure Merchant Service Agreement Effective Date 05/27/2007 Contract Number 22651	Merchant Service Agmt	\$0.00
Fresno Central Market 294 N Fresno Street Fresno,CA 93701	PayCheck Secure Merchant Service Agreement Effective Date 02/25/2007 Contract Number 22513	Merchant Service Agmt	\$0.00
Fresno Check Cash Clovis 111 W Bullard Suite 102 Clovis,CA 93612	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 12007	Merchant Service Agmt	\$0.00
Fresno Supermarket 373 N Fresno St Fresno,CA 93701	PayCheck Secure Merchant Service Agreement Effective Date 05/12/2007 Contract Number 22640	Merchant Service Agmt	\$0.00
Friendly Liquor Market 9333 E Apache Trail #101 Mesa,AZ 85207	PayCheck Secure Merchant Service Agreement Effective Date 03/10/2007 Contract Number 22537	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Frontier Petroleum Inc 1385 Kiefer Bluffs Dr Baldwin,MO 63021	PayCheck Secure Merchant Service Agreement Effective Date 10/17/2007 Contract Number 22758	Merchant Service Agmt	\$0.00
Ft Hawkins Package Store 890 Emery Hwy Macon,GA 31217	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15438	Merchant Service Agmt	\$0.00
Fullers Liquor & Deli 3896 Rosecrans St San Diego,CA 92110	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14800	Merchant Service Agmt	\$0.00
Fulton Party Store 734 W Fulton Grand Rapids,MI 49504	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14189	Merchant Service Agmt	\$0.00
G & B Liquor 92135 East 140 Planada,CA 95365	PayCheck Secure Merchant Service Agreement Effective Date 06/15/2007 Contract Number 22669	Merchant Service Agmt	\$0.00
G & K Mini Mart 2414 N Fruit Ave Fresno,CA 93705	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21089	Merchant Service Agmt	\$0.00
G M Financial 713 W Lumsben Brandon,FL 33511	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 22394	Merchant Service Agmt	\$0.00
G M Financial 713 W Lumsben Brandon,FL 33511	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22394	Merchant Service Agmt	\$0.00
G N S Check Cashing 812 South McDonald McKinney,TX 75069	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22354	Merchant Service Agmt	\$0.00
Gala Mart 1193 W El Camino Sunnyvale,CA 94086	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18227	Merchant Service Agmt	\$0.00
Galleria Chevron Kings 906 Fremont Street Delano,CA 93215	PayCheck Secure Merchant Service Agreement Effective Date 02/25/2007 Contract Number 22519	Merchant Service Agmt	\$0.00
Gama Contracting LLC 671 Balsam Rd Hendersonville,NC 28792	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22021	Merchant Service Agmt	\$0.00
Garden City Package Shop 4316 Augusta Rd Savannah,GA 31408	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17013	Merchant Service Agmt	\$0.00
Gardens Supermarket 1933 Pulgas Ave E Palo Alto,CA 94303	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 12687	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Gas & Food Mart 1902 W Cactus Phoenix,AZ 85029	PayCheck Secure Merchant Service Agreement Effective Date 04/22/2007 Contract Number 22614	Merchant Service Agmt	\$0.00
Gazzalis Supermarket 7000 Bancroft Ave Oakland,CA 94605	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15902	Merchant Service Agmt	\$0.00
Giant Eagle Information 575 Epsilon Drive Pittsburgh,PA 15238	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18990	Merchant Service Agmt	\$0.00
Giant Eagle, Inc. 101 Kappa Drive Pittsburgh, PA 15238 Jon Fischer	Merchant Service Application for BioPay system executed 7/15/05.	Merchant Service Agmt	\$0.00
Gigante Supermercado Y Carnicena 5214 Satel Drive Orlando, FL. 32180 Jonathan Dorsey	Merchant Service Application for BioPay system executed 5/22/06..	Merchant Service Agmt	\$0.00
Gigante Supermercado 5214 Satel Drive Orlando, FL 32180	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21589	Merchant Service Agmt	\$0.00
Giros Rapidez 6108 Johnson St Hollywood,FL 33024	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 18854	Merchant Service Agmt	\$0.00
Giros Rapidez 6108 Johnson St Hollywood,FL 33024	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18854	Merchant Service Agmt	\$0.00
Gisselle Jewelry 19 East Lake Ave Watsonville,CA 95076	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18677	Merchant Service Agmt	\$0.00
Global Check Cashing 10320 Festival Ln Manassas,VA 20109	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 19874	Merchant Service Agmt	\$0.00
Global Check Cashing 13813 Foulger Sq Woodbrigde,VA 22192	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19879	Merchant Service Agmt	\$0.00
Global Money & Travel 1067 SW 8st Miami,FL 33130	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20756	Merchant Service Agmt	\$0.00
Global Teletransfer Inc 130 Mathews Dr - #B Hilton Head,SC 29926	PayCheck Secure Merchant Service Agreement Effective Date 05/10/2007 Contract Number 22633	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Gloria Foods 209 N State St Belvidere,IL 61008	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15643	Merchant Service Agmt	\$0.00
Gold Harvest Market 4021 Mother Lode Dr Shingle Sprin,CA 95682	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21354	Merchant Service Agmt	\$0.00
Goldcoast Petroleum Inc 8673 Littleton Rd N Fort Myers,FL 33903	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20588	Merchant Service Agmt	\$0.00
Good Luck Food Mart 5133 Wichita St Fort Worth,TX 76119	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18891	Merchant Service Agmt	\$0.00
Good N Rich Dairy 130 S Spruce Avenue S San Francisco,CA 94080	PayCheck Secure Merchant Service Agreement Effective Date 05/01/2007 Contract Number 22624	Merchant Service Agmt	\$0.00
Goyos Check Cashing 3598 East Imperial Hwy Lynwood,CA 90262	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21931	Merchant Service Agmt	\$0.00
Grand Foods P O Box 647 Cornelius,OR 97113	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22255	Merchant Service Agmt	\$0.00
Green Circle Market 1840 W 3rd St Los Angeles,CA 90057	PayCheck Secure Merchant Service Agreement Effective Date 06/06/2007 Contract Number 22663	Merchant Service Agmt	\$0.00
Greenway Liquors 3700 Minnesota Ave NE Washington,DC 20019	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15801	Merchant Service Agmt	\$0.00
Grewals Gas & Liquor 4100 E Fremont St Stockton,CA 95215	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22406	Merchant Service Agmt	\$0.00
Guadalajara Market 14327 E 14th St San Leandro,CA 94578	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14249	Merchant Service Agmt	\$0.00
Guadalajara Meat Market 14114 S Vermont Ave Gardena,CA 90247	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 12789	Merchant Service Agmt	\$0.00
GuadalaJara Supermarket 1500 Monument Blvd F7 Concord,CA 94520	PayCheck Secure Merchant Service Agreement Effective Date 03/15/2007 Contract Number 22540	Merchant Service Agmt	\$0.00
Guys Corner 17776 County Rd 69 Hwy 16 Madison,CA 95653	PayCheck Secure Merchant Service Agreement Effective Date 02/01/2007 Contract Number 22493	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
H & S Food Mart 300 Bear Mountain Blvd. Arvin,CA 93203	PayCheck Secure Merchant Service Agreement Effective Date 07/16/2007 Contract Number 22695	Merchant Service Agmt	\$0.00
H & S Liquors 1900-A N Frazier Conroe,TX 77301	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 12051	Merchant Service Agmt	\$0.00
H & W Check Cashing 640 University Blvd East Silver Spring,MD 20901	PayCheck Secure Merchant Service Agreement Effective Date 01/28/2007 Contract Number 22484	Merchant Service Agmt	\$0.00
H G Money Transmitter 12173 Carson St Hawaiian Gardens,CA 90716	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19489	Merchant Service Agmt	\$0.00
Halethorpe Liquors 4526 Washington Blvd. Baltimore,MD 21227	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17226	Merchant Service Agmt	\$0.00
Hal's Package Store 4689 Memorial Drive Decatur,GA 30032	PayCheck Secure Merchant Service Agreement Effective Date 03/27/2007 Contract Number 22563	Merchant Service Agmt	\$0.00
Hal's Package Store 4689 Memorial Drive Decatur,GA 30032	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22704	Merchant Service Agmt	\$0.00
Hammonds Ferry Road 3023 Hammonds Ferry Rd Baltimore,MD 21227	PayCheck Secure Merchant Service Agreement Effective Date 05/21/2007 Contract Number 22662	Merchant Service Agmt	\$0.00
Hannaford -Jersey Mikes 10110 Johnston Rd Ste 14 Charlotte,NC 28210	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 19151	Merchant Service Agmt	\$0.00
Hanover Discount Store 101 Carisle Street Hanover,PA 17331	PayCheck Secure Merchant Service Agreement Effective Date 04/26/2007 Contract Number 22616	Merchant Service Agmt	\$0.00
Hans Corner Store 447 S 17th Street Harrisburg,PA 17104	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22370	Merchant Service Agmt	\$0.00
Hapeville Food Mart Inc 315 N Central Ave Hapeville,GA 30354	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 18855	Merchant Service Agmt	\$0.00
Hapeville Food Mart Inc 315 N Central Ave Hapeville,GA 30354	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18855	Merchant Service Agmt	\$0.00
Happy Convenience Store 5761 Hull Street Richmond,VA 23224	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 12365	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Happy Foods 4019 E 31st St Kansas City,MO 64128	PayCheck Secure Merchant Service Agreement Effective Date 06/14/2007 Contract Number 22667	Merchant Service Agmt	\$0.00
Happy Mart 320 Jefferson Davis Hwy Fredericksburg, VA 22401	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18642	Merchant Service Agmt	\$0.00
Happy Shop Food Mart 6289 S Norcross-Tucker Rd Tucker,GA 30084	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18103	Merchant Service Agmt	\$0.00
Harveys Check Cashing 4509 US Hwy 19 New Port,FL 34652	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 16134	Merchant Service Agmt	\$0.00
Haverhill BP 4049 North Haverhill Rd West Palm Beach,FL 33417	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 20701	Merchant Service Agmt	\$0.00
Haverhill BP 4049 North Haverhill Rd West Palm Beach,FL 33417	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20701	Merchant Service Agmt	\$0.00
Heberts Of Henderson 1046 C Henderson Hwy Breaux Bridges,LA 70517	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20887	Merchant Service Agmt	\$0.00
Heberts Superette Inc 1101 Grand Point Ave Breaux Bridge,LA 70517	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22439	Merchant Service Agmt	\$0.00
Heberts Supermarket 218 South Main Street Breaux Bridge,LA 70517	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22438	Merchant Service Agmt	\$0.00
Hercules Market 726 W Slauson Ave Los Angeles,CA 90044	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21002	Merchant Service Agmt	\$0.00
Hermanos Lopez Inc 388 Calle Primera San Ysidro,CA 92173	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 12967	Merchant Service Agmt	\$0.00
Hermitage Grocery 6003 Hermitage RD Richmond,VA 23228	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19981	Merchant Service Agmt	\$0.00
HG Hill Foods P O Box 1329 Fairview,TN 37062	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21614	Merchant Service Agmt	\$0.00
Hi Mart Money Store Inc 13412 Jefferson Davis Hwy Woodbridge, VA 22191	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 17088	Merchant Service Agmt	\$0.00



**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Hi Mart Money Store Inc 13412 Jefferson Davis Hwy Woodbridge, VA 22191	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 20171	Merchant Service Agmt	\$0.00
Hi Mart Money Store Inc 13412 Jefferson Davis Hwy Woodbridge, VA 22191	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17088	Merchant Service Agmt	\$0.00
High Up Dairy Mart 4780 Northwestern Pike Winchester, VA 22603	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22332	Merchant Service Agmt	\$0.00
Highway 75 Shell 931 S Frazier Conroe, TX 77301	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20171	Merchant Service Agmt	\$0.00
Hilltop Wine & Spirits 6814 Race Track Rd Bowie, MD 20715	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17923	Merchant Service Agmt	\$0.00
Hinkles Market 1084 Market St Redding, CA 96001	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18375	Merchant Service Agmt	\$0.00
Hitchcocks Foodway P O Box 129 Alachua, FL 32616	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21419	Merchant Service Agmt	\$0.00
Hitchcocks Grocery PO Box #129 Alachua, FL 32616	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22323	Merchant Service Agmt	\$0.00
Home Service Oil Company 6910 Front Street Barnhart, MO 63012	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20621	Merchant Service Agmt	\$0.00
Howards Market 480 N Mauldin Ave North East, MD 21901	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15693	Merchant Service Agmt	\$0.00
ICI Group dba Think IB 7001 Peachtree Ind Blvd Norcross, GA 30092	PayCheck Secure Merchant Service Agreement Effective Date 01/19/2007 Contract Number 12116	Merchant Service Agmt	\$0.00
Ike's Liquor 1443 16th St S St Petersburg, FL 33705	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17063	Merchant Service Agmt	\$0.00
Il Val Currency Exchange 505 5th St Peru, IL 61354	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15047	Merchant Service Agmt	\$0.00
Inter Call 2117 W Washington St Indianapolis, IN 46222	PayCheck Secure Merchant Service Agreement Effective Date 04/20/2007 Contract Number 22611	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Intermex - A & E La Numer 4025 Palm Beach Blvd Fort Myers,FL 33916	PayCheck Secure Check 21 Agreement Effective Date 02/25/2007 Contract Number 22514	Merchant Service Agmt	\$0.00
Intermex - A & E La Numer 4025 Palm Beach Blvd Fort Myers,FL 33916	PayCheck Secure Merchant Service Agreement Effective Date 02/25/2007 Contract Number 22514	Merchant Service Agmt	\$0.00
Intermex - Cedano Enterpr 1650 E Franklin blvd Gastonia,NC 28054	PayCheck Secure Merchant Service Agreement Effective Date 04/12/2007 Contract Number 22588	Merchant Service Agmt	\$0.00
Intermex - Cedeno Enterp 1326 Linwood Road Gastonia,NC 28054	PayCheck Secure Merchant Service Agreement Effective Date 04/12/2007 Contract Number 22586	Merchant Service Agmt	\$0.00
Intermex - Espana Envios 7124 Aloma Avenue Ste D Winter Park,FL 32792	PayCheck Secure Merchant Service Agreement Effective Date 04/12/2007 Contract Number 22585	Merchant Service Agmt	\$0.00
Intermex - Flores Records 1771 US Highway 17 N Wachula,FL 33873	PayCheck Secure Merchant Service Agreement Effective Date 04/12/2007 Contract Number 22593	Merchant Service Agmt	\$0.00
Intermex - La Durango 15 81 Pop Avenue Hilton Head Island,SC 29928	PayCheck Secure Merchant Service Agreement Effective Date 04/13/2007 Contract Number 22595	Merchant Service Agmt	\$0.00
Intermex - La Durango 55 Matthews Drive #116 Hilton Head Island,SC 29926	PayCheck Secure Merchant Service Agreement Effective Date 04/12/2007 Contract Number 22589	Merchant Service Agmt	\$0.00
Intermex - la Popular #2 101 Sand Mountain Dr NE Albertville,AL 35950	PayCheck Secure Merchant Service Agreement Effective Date 04/12/2007 Contract Number 22591	Merchant Service Agmt	\$0.00
Intermex - La Roca 405 South 5th Street St Pauls,NC 28384	PayCheck Secure Merchant Service Agreement Effective Date 04/12/2007 Contract Number 22592	Merchant Service Agmt	\$0.00
Intermex - LaGuerrerense 1600 N Greene Street Greenville,NC 27834	PayCheck Secure Merchant Service Agreement Effective Date 04/12/2007 Contract Number 22584	Merchant Service Agmt	\$0.00
Intermex - LaGuerrerense 611 John Small Avenue Washington,NC 27889	PayCheck Secure Merchant Service Agreement Effective Date 04/12/2007 Contract Number 22587	Merchant Service Agmt	\$0.00
Intermex - Los Portales 912 South Kerr Avenue Wilmington,NC 28405	PayCheck Secure Check 21 Agreement Effective Date 03/01/2007 Contract Number 22524	Merchant Service Agmt	\$0.00
Intermex - Los Portales 912 South Kerr Avenue Wilmington,NC 28405	PayCheck Secure Merchant Service Agreement Effective Date 03/01/2007 Contract Number 22524	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Intermex - Los Puentes II 3387 Ashley Phosphate Rd North Charleston,SC 29418	PayCheck Secure Merchant Service Agreement Effective Date 04/13/2007 Contract Number 22597	Merchant Service Agmt	\$0.00
Intermex - Los Puentes IV 1735 Decker Blvd Columbia,SC 29206	PayCheck Secure Merchant Service Agreement Effective Date 04/13/2007 Contract Number 22596	Merchant Service Agmt	\$0.00
Intermex - Los Puentes V 1906 Cherry Road Rock Hill,SC 29730	PayCheck Secure Merchant Service Agreement Effective Date 04/13/2007 Contract Number 22598	Merchant Service Agmt	\$0.00
Intermex - Novedades Don 3766 N Andrews Avenue Oakland Park,FL 33309	PayCheck Secure Check 21 Agreement Effective Date 03/02/2007 Contract Number 22530	Merchant Service Agmt	\$0.00
Intermex - Novedades Don 3766 N Andrews Avenue Oakland Park,FL 33309	PayCheck Secure Merchant Service Agreement Effective Date 03/02/2007 Contract Number 22530	Merchant Service Agmt	\$0.00
Intermex - Tienda #7 2702 Hillsborough Road Durham,NC 27705	PayCheck Secure Merchant Service Agreement Effective Date 04/12/2007 Contract Number 22590	Merchant Service Agmt	\$0.00
Intermex - Tienda Hispana 3311 University Drive Durham,NC 27707	PayCheck Secure Merchant Service Agreement Effective Date 04/12/2007 Contract Number 22583	Merchant Service Agmt	\$0.00
Intermex 9480 South Dixie Highway Miami,FL 33156	PayCheck Secure Merchant Service Agreement Effective Date 03/02/2007 Contract Number 22527	Merchant Service Agmt	\$0.00
International Food King 8824 International Blvd Oakland,CA 94621	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 12186	Merchant Service Agmt	\$0.00
International Latin Mkt 6616 US Hwy 19 New Port Richey,FL 34652	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19054	Merchant Service Agmt	\$0.00
Irvington Liquors 41067 Fremont Blvd Fremont,CA 94538	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21584	Merchant Service Agmt	\$0.00
Island Beer & Wine Carry 722 Dearborn Ave Toledo,OH 43605	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 16848	Merchant Service Agmt	\$0.00
J & J International Recor 610 S Main St Waterbury,CT 6706	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 21440	Merchant Service Agmt	\$0.00
J & J International Recor 610 S Main St Waterbury,CT 6706	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21440	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
J & S Liquor Store 1033 E Brooks Rd Memphis, TN 38116	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 13489	Merchant Service Agmt	\$0.00
J D Supermarket 3600 Jefferson Davis Hwy Richmond, VA 23234	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14248	Merchant Service Agmt	\$0.00
J P s Liquor Fair 6736 Richie Hwy Glen Burnie, MD 21061	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 13552	Merchant Service Agmt	\$0.00
Jacks Grocery 1601 Market Center Blvd Dallas, TX 75207	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14138	Merchant Service Agmt	\$0.00
Jans Package Shop 4118 Montgomery Street Savannah, GA 31405	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20571	Merchant Service Agmt	\$0.00
Jax Markets 1337 E 4th St Ontario, CA 91764	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17870	Merchant Service Agmt	\$0.00
Jax Markets 401 N East St Anaheim, CA 92805	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17871	Merchant Service Agmt	\$0.00
Jax Markets 401 N East St Anaheim, CA 92805	PayCheck Secure Merchant Service Agreement Effective Date 03/07/2007 Contract Number 22533	Merchant Service Agmt	\$0.00
Jaynil Inc 600 Second Street Highspire, PA 17034	PayCheck Secure Merchant Service Agreement Effective Date 04/26/2007 Contract Number 22617	Merchant Service Agmt	\$0.00
Jayshree Ganesh Entrpr. 1150 Hwy 44 east Mccomb, MS 39648	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18676	Merchant Service Agmt	\$0.00
Jeff Davis Convenience St 3401 Jefferson Davis Hwy Richmond, VA 23234	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15723	Merchant Service Agmt	\$0.00
Jefferson Liquor Store 5307 George Ave NW Washington, DC 20011	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20231	Merchant Service Agmt	\$0.00
Jensens Liquor 1516 NW 27 Ave Miami, FL 33125	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18120	Merchant Service Agmt	\$0.00
Jerrys Supermarket #3 532 W Jefferson Blvd Dallas, TX 75208	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 16518	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Jersey Mikes Monroe 2300 West Roosevelt Blvd Monroe,NC 28110	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 19801	Merchant Service Agmt	\$0.00
Jersey Mikes Subs 1710 Gold Hill Rd Fort Mill,SC 29708	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 18709	Merchant Service Agmt	\$0.00
Jessup Deli 7840 Washington Blvd Elkridge,MD 21075	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15852	Merchant Service Agmt	\$0.00
Jewelry By Gina Balbiani 352 Grand Avenue South San Francisco,CA 94080	PayCheck Secure Check 21 Agreement Effective Date 07/18/2007 Contract Number 22696	Merchant Service Agmt	\$0.00
Jewelry By Gina Balbiani 352 Grand Avenue South San Francisco,CA 94080	PayCheck Secure Merchant Service Agreement Effective Date 07/18/2007 Contract Number 22696	Merchant Service Agmt	\$0.00
Jiminez Super Market 28150 Mission Blvd Hayward,CA 94544	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15239	Merchant Service Agmt	\$0.00
Jimmy Gs 7929 Baltimore Annapolis Glen Burnie,MD 21061	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 12982	Merchant Service Agmt	\$0.00
JJs Food and Deli 4282 W 130th St. Cleveland,OH 44136	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17474	Merchant Service Agmt	\$0.00
JM Dtown - Jersey Mikes 128 South Tryon Street Charlotte,NC 28202	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 19149	Merchant Service Agmt	\$0.00
John Brooks #1 5555 Zuni Road SE Albuquerque,NM 87108	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20862	Merchant Service Agmt	\$0.00
Johnson Foods 1310 S York Muskogee,OK 74403	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17919	Merchant Service Agmt	\$0.00
Johnsons Mexico Insurance 113 Sunset Dr Laredo,TX 78041	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20844	Merchant Service Agmt	\$0.00
Jones Road Package Store 1018 Jones Road Jacksonville,FL 32220	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22381	Merchant Service Agmt	\$0.00
Joyeria Deira 3030 E 9th St Oakland,CA 94601	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20976	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Joyeria Deira 349 Grand Ave South San Francisco,CA 94080	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14908	Merchant Service Agmt	\$0.00
Joyeria Latina 333 Grand Avenue S San Francisco,CA 95678	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20476	Merchant Service Agmt	\$0.00
Joyeria Y DeportesRamirez 451 Lakeville St Petaluma,CA 94952	PayCheck Secure Merchant Service Agreement Effective Date 10/23/2007 Contract Number 22778	Merchant Service Agmt	\$0.00
Juniors Supermarkets#2 6503 South Cage Blvd Pharr,TX 78577	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14417	Merchant Service Agmt	\$0.00
Juniors Supermarkets#3 6503 South Cage Blvd Pharr,TX 78577	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14416	Merchant Service Agmt	\$0.00
Juniors Supermarkets#4 6503 South Cage Blvd Pharr,TX 78577	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14415	Merchant Service Agmt	\$0.00
Juniors Supermarkets#5 6503 South Cage Blvd Pharr,TX 78577	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14414	Merchant Service Agmt	\$0.00
K & W Check Cashing 14137 S Vermont Ave Gardenia,CA 90247	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14649	Merchant Service Agmt	\$0.00
K C Liquor Store 27050 Terrytown Rd Sun City, CA 92586	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21092	Merchant Service Agmt	\$0.00
Karina Hair Salon 5620 Columbia Pike Falls Church,VA 22041	PayCheck Secure Merchant Service Agreement Effective Date 06/21/2007 Contract Number 22682	Merchant Service Agmt	\$0.00
Kemo Check Cashing 711 Belvedere Road West Palm Beach,FL 33405	PayCheck Secure Merchant Service Agreement Effective Date 08/07/2007 Contract Number 22699	Merchant Service Agmt	\$0.00
Kenilworth Liquors 5401 Kenilworth Ave Riverdale,MD 20737	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 11410	Merchant Service Agmt	\$0.00
Kennedy Market & Check 4600 3rd Street San Francisco,CA 94124	PayCheck Secure Merchant Service Agreement Effective Date 02/04/2007 Contract Number 22501	Merchant Service Agmt	\$0.00
Kenway Express 5 Kenway Ave Richmond,VA 23223	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 12961	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Kiest Market 3807 E Kiest Dallas, TX 75203	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 13423	Merchant Service Agmt	\$0.00
Kims Jiffy 1002 N H St Lampoc, CA 93436	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15085	Merchant Service Agmt	\$0.00
Kims Market 730 E 28th St Ogden, UT 84403	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 16107	Merchant Service Agmt	\$0.00
King City Checks 2804 S Central Ave Los Angeles, CA 90011	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22358	Merchant Service Agmt	\$0.00
King City Checks 2804 S Central Ave Los Angeles, CA 90011	PayCheck Secure Merchant Service Agreement Effective Date 08/14/2007 Contract Number 22772	Merchant Service Agmt	\$0.00
King Ranch Market #01 328 W Huntington Dr 2ndFL Monrovia, CA 91016	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 15642	Merchant Service Agmt	\$0.00
King Ranch Market 328 West Huntington Dr. Monrovia, CA 91016	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22720	Merchant Service Agmt	\$0.00
King Ranch Market 4205 Baldwin Ave El Monte, CA 91731	PayCheck Secure Merchant Service Agreement Effective Date 09/18/2007 Contract Number 22771	Merchant Service Agmt	\$0.00
King Ranch 328 W Huntington Dr Monrovia, CA 91010	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20590	Merchant Service Agmt	\$0.00
King Supermarket 400 El Camino Sacramento, CA 95815	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15369	Merchant Service Agmt	\$0.00
Kings Liquor 1626 East 8th St National City, CA 91950	PayCheck Secure Merchant Service Agreement Effective Date 03/10/2007 Contract Number 22535	Merchant Service Agmt	\$0.00
Kingshighway Amoco 5003 Natural Bridge St Louis, MO 63115	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18036	Merchant Service Agmt	\$0.00
Knox Mcrae Food Store #2 1829 Knox Mcrae Dr Titusville, FL 32780	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20618	Merchant Service Agmt	\$0.00
Knox Mcrea Food Store 355 Knox McRea Drive Titusville, FL 32780	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 12889	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
KoHa Salon & Spa LLC P O Box 49373 Charlotte,NC 28277	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 19800	Merchant Service Agmt	\$0.00
Kwick Food Mart 8819 Greenbelt Rd Greenbelt,MD 20770	PayCheck Secure Merchant Service Agreement Effective Date 05/18/2007 Contract Number 22645	Merchant Service Agmt	\$0.00
Kwick Stop 506 26th St Ogden,UT 84401	PayCheck Secure Merchant Service Agreement Effective Date 03/01/2007 Contract Number 22521	Merchant Service Agmt	\$0.00
Kwik Mart 606 W Broadway Rd Tempe,AZ 85282	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22419	Merchant Service Agmt	\$0.00
Kwik Mart 8001 E Roosevelt St Scottsdale,AZ 85257	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 16396	Merchant Service Agmt	\$0.00
Kwik Pick 10823 N Tamiami Trail North Naples,FL 34108	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14081	Merchant Service Agmt	\$0.00
Kwik Stop #929 5961 Farragut St Hollywood,FL 33021	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 21513	Merchant Service Agmt	\$0.00
Kwik Stop #929 5961 Farragut St Hollywood,FL 33021	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21513	Merchant Service Agmt	\$0.00
Kwik Stop 118 NW US-19 Crystal River,FL 34428	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20781	Merchant Service Agmt	\$0.00
Kwik Stop 2101 East Commercial Blvd Fort Lauderdale,FL 33308	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 22403	Merchant Service Agmt	\$0.00
Kwik Way 6207 International Blvd Oakland,CA 94601	PayCheck Secure Merchant Service Agreement Effective Date 04/14/2007 Contract Number 22601	Merchant Service Agmt	\$0.00
L & N Check Cashing 118 W Mowry Dr Homestead,FL 33030	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18523	Merchant Service Agmt	\$0.00
L B J Food Market 407 Highway 281 Marble Falls,TX 78654	PayCheck Secure Merchant Service Agreement Effective Date 08/27/2007 Contract Number 22734	Merchant Service Agmt	\$0.00
La Atlagracia 12201 North Florida Ave Tampa,FL 33612	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15820	Merchant Service Agmt	\$0.00



**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
La Aurora Market 1125 Boulder Ave Modesto,CA 95351	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18505	Merchant Service Agmt	\$0.00
La Azteca, Inc. 1531 Main Street Redwood City,CA 94063	PayCheck Secure Merchant Service Agreement Effective Date 07/25/2007 Contract Number 22698	Merchant Service Agmt	\$0.00
La Casa Del Pueblo 8851 Philbin Ave Riverside,CA 92503	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 16398	Merchant Service Agmt	\$0.00
La Central Market 2001 National Ave San Diego,CA 92113	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22424	Merchant Service Agmt	\$0.00
La Charrita 1470 West Texas Street Fairfield,CA 94533	PayCheck Secure Merchant Service Agreement Effective Date 07/11/2007 Contract Number 22689	Merchant Service Agmt	\$0.00
La Colmenita Market 5 Willowdale Dr #B-19 Frederick,MD 21702	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 21161	Merchant Service Agmt	\$0.00
La Colmenita Market 5 Willowdale Dr #B-19 Frederick,MD 21702	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21161	Merchant Service Agmt	\$0.00
La Esmeralda Market 450 Oro Dam Blvd Oroville,CA 95965	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 19452	Merchant Service Agmt	\$0.00
La Esmeralda Market 450 Oro Dam Blvd Oroville,CA 95965	PayCheck Secure Check 21 Agreement Effective Date 03/17/2007 Contract Number 22544	Merchant Service Agmt	\$0.00
La Esmeralda Market 450 Oro Dam Blvd Oroville,CA 95965	PayCheck Secure Merchant Service Agreement Effective Date 03/17/2007 Contract Number 22544	Merchant Service Agmt	\$0.00
La Esperanza Tricolor #5 340 A Street Hayward,CA 94541	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22463	Merchant Service Agmt	\$0.00
La Espiga De Oro Market 204 W Kern Ave McFarland,CA 93250	PayCheck Secure Merchant Service Agreement Effective Date 04/18/2007 Contract Number 22608	Merchant Service Agmt	\$0.00
La Favorita Market 650 Indian Hills Cir Perris,CA 92570	PayCheck Secure Merchant Service Agreement Effective Date 10/05/2007 Contract Number 22763	Merchant Service Agmt	\$0.00
La Favorita 932 Vista Village Dr Vista,CA 92084	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18263	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
La Fiesta Cardenas Inc 3375 Iowa Ave Ste OP Riverside,CA 92507	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15955	Merchant Service Agmt	\$0.00
La Fiesta Cardenas, Inc. 3375 Iowa Ave. Ste OP Riverside, Ca 92507 Mark Kraig	Merchant Service Application for BioPay system executed 1/03/04.	Merchant Service Agmt	\$0.00
La Fiesta Meat Market 15020 Hawthorne Blvd #H Lawndale,CA 90260	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21347	Merchant Service Agmt	\$0.00
La Gloria Mart LLC 1807 Montello St Reno,NV 89512	PayCheck Secure Merchant Service Agreement Effective Date 01/27/2007 Contract Number 22482	Merchant Service Agmt	\$0.00
La Hacienda Market 4604 Franklin Blvd Sacramento,CA 95820	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19452	Merchant Service Agmt	\$0.00
La Huerta 395 W Lake St Addison,IL 60101	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 18347	Merchant Service Agmt	\$0.00
La Jalisco - Trial 3750 Old Jefferson Rd Athens,GA 30607	PayCheck Secure Merchant Service Agreement Effective Date 01/07/2008 Contract Number 22799	Merchant Service Agmt	\$0.00
La Latina Supermarket 18400 Hesperian Blvd San Lorenzo,CA 94580	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 17501	Merchant Service Agmt	\$0.00
La Mexicana Bakery 1628 Division Ave SW Grand Rapids,MI 49507	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 17592	Merchant Service Agmt	\$0.00
La Mexicana De Columbus 3305 A Victory Dr Columbus,GA 31903	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 14352	Merchant Service Agmt	\$0.00
La Mexicana Investment In PO Box 175 Kings Beach,CA 96143	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 19339	Merchant Service Agmt	\$0.00
La Mexicanan Meat Market 1318 Pine Ave Long Beach,CA 90813	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 19309	Merchant Service Agmt	\$0.00
La Michoacana Daily Gro 9541 Los Coches Ct Riverside,CA 92508	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 20379	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
La Michoacana Market #1 655 I St Los Banos,CA 93635	PayCheck Secure Merchant Service Agreement Effective Date 10/23/2007 Contract Number 22777	Merchant Service Agmt	\$0.00
La Michoacana 1500 N 5th Ave #B Laurel,MS 39440	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 19240	Merchant Service Agmt	\$0.00
La Mission Market 800 Whitley Ave Corcoran,CA 93212	PayCheck Secure Merchant Service Agreement Effective Date 02/07/2007 Contract Number 22503	Merchant Service Agmt	\$0.00
La Moreilana 2320 - A N Monroe Tallahassee,FL 32303	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 18229	Merchant Service Agmt	\$0.00
La Morenita Market 2434 Jefferson St Napa,CA 94558	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 17776	Merchant Service Agmt	\$0.00
La Noria Market #2 PO Box 3489 Riverside,CA 92519	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 13703	Merchant Service Agmt	\$0.00
La Pasadita 117 W. Main Street Woodland,CA 95695	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 17301	Merchant Service Agmt	\$0.00
La Perla Tapatia #11 954 W Main Street Turlock,CA 95380	PayCheck Secure Merchant Service Agreement Effective Date 02/25/2007 Contract Number 22515	Merchant Service Agmt	\$0.00
La Perla Tapatia 710 Lander Ave Turlock,CA 95380	PayCheck Secure Check 21 Agreement Effective Date 01/05/2007 Contract Number 21671	Merchant Service Agmt	\$0.00
La Perla Tapatia 710 Lander Ave Turlock,CA 95380	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 21671	Merchant Service Agmt	\$0.00
La Placita Mexico 201 N 10th Street Haines City,FL 33844	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 17210	Merchant Service Agmt	\$0.00
La Playa Food 10736 South Inglewood Ave Inglewood,CA 90304	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 13056	Merchant Service Agmt	\$0.00
La Plazita Foods 787 Plumas St Yuba City,CA 95991	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 17730	Merchant Service Agmt	\$0.00
La Primavera Grocery 2729 S US 1 #243 Fort Pierce,FL 34982	PayCheck Secure Check 21 Agreement Effective Date 01/05/2007 Contract Number 21343	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
La Primavera Grocery 2729 S US 1 #243 Fort Pierce,FL 34982	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 21343	Merchant Service Agmt	\$0.00
La Rancherita Mkt 1160 W Main St Turlock,CA 95380	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 21460	Merchant Service Agmt	\$0.00
La Raza Market #3 1025 13th St Richmond,CA 94801	PayCheck Secure Merchant Service Agreement Effective Date 12/01/2007 Contract Number 16869	Merchant Service Agmt	\$0.00
LA RAZA Market 5040 International Blvd Oakland,CA 94601	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 17366	Merchant Service Agmt	\$0.00
La Raza Market 705 23rd St Richmond,CA 94804	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 16868	Merchant Service Agmt	\$0.00
La Rosita Mexican Store 711 E Lincoln Ave Nampa, ID 83686	PayCheck Secure Merchant Service Agreement Effective Date 02/14/2007 Contract Number 22506	Merchant Service Agmt	\$0.00
La Sonrisa 6938 Winton Way Winton,CA 95388	PayCheck Secure Merchant Service Agreement Effective Date 10/28/2007 Contract Number 22776	Merchant Service Agmt	\$0.00
La Superior Hillsdale 5731 Hillsdale Blvd Sacramento,CA 95842	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 22400	Merchant Service Agmt	\$0.00
La Superior 2210 Northgate Blvd Sacramento,CA 95833	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 18172	Merchant Service Agmt	\$0.00
La Superior 2210 Northgate Blvd Sacramento,CA 95833	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number remove	Merchant Service Agmt	\$0.00
La Tapatia Market 601 Broadway Street Vallejo,CA 94590	PayCheck Secure Merchant Service Agreement Effective Date 05/12/2007 Contract Number 22634	Merchant Service Agmt	\$0.00
La Tapatia 1440 E Des Moines St Des Moines,IA 50316	PayCheck Secure Merchant Service Agreement Effective Date 01/05/2007 Contract Number 14090	Merchant Service Agmt	\$0.00
La Tapatia 2606 E Main St Stockton,CA 95205	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21943	Merchant Service Agmt	\$0.00
La Taxquena LLC 819 S Park Ave Apopka,FL 32703	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 19310	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
La Tienda El Paisa Inc 3857 S Tuttle Ave Sarasota,FL 34239	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 22349	Merchant Service Agmt	\$0.00
La Tienda El Paisa Inc 3857 S Tuttle Ave Sarasota,FL 34239	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22349	Merchant Service Agmt	\$0.00
La Tiendita 6031 Siegen Lane Baton Rouge,LA 70809	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17339	Merchant Service Agmt	\$0.00
La Tropicana 2118 International Rd Oakland,CA 94606	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 22318	Merchant Service Agmt	\$0.00
La Tropicana 2118 International Rd Oakland,CA 94606	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22318	Merchant Service Agmt	\$0.00
La Unica Bakery 1699 7th Ave Olivehurst, CA 95961	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 15791	Merchant Service Agmt	\$0.00
La Unica Market and Baker 3510 South 4400 West West Valley City,UT 84120	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21151	Merchant Service Agmt	\$0.00
La Victoria de Guanajuato 744 South State Street Orem,UT 84058	PayCheck Secure Merchant Service Agreement Effective Date 05/18/2007 Contract Number 22646	Merchant Service Agmt	\$0.00
La Victoria Mercado #2 6830 Stockton Blvd #195 Sacramento,CA 95823	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21412	Merchant Service Agmt	\$0.00
La Vida Mocha 1900-C W Roosevelt Blvd Monroe,NC 28110	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 19606	Merchant Service Agmt	\$0.00
Labories Food Market 1900 Lafayette St Gretna,LA 70053	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18119	Merchant Service Agmt	\$0.00
Labories Food Market 1900 Lafayette St Gretna,LA 70053	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number remove	Merchant Service Agmt	\$0.00
Labories Food Market 2701 Barataria Blvd Marrero,LA 70072	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 18214	Merchant Service Agmt	\$0.00
Lamar Checking Cashing 10805 North Lamar Austin,TX 78753	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 19768	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Lans Market 6001 South Orange Ave Orlando,FL 32809	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18892	Merchant Service Agmt	\$0.00
Las Montanas Supermarket 1725 Willow Puss Rd Concord,CA 94519	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17052	Merchant Service Agmt	\$0.00
Las Palmas Mercado 1080 Saratoga Ave #15 San Jose,CA 95129	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 22369	Merchant Service Agmt	\$0.00
Las Palmas Mercado 1080 Saratoga Ave #15 San Jose,CA 95129	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22369	Merchant Service Agmt	\$0.00
Lasalle Liquors 1719 K St SW Washington,DC 20006	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17651	Merchant Service Agmt	\$0.00
Latin Convenience Store 1945-7 Decker Blvd. Columbia,SC 29206	PayCheck Secure Merchant Service Agreement Effective Date 07/23/2007 Contract Number 22700	Merchant Service Agmt	\$0.00
Latino Market & Grocery 14342 Jefferson Davis Hwy Woodbridge,VA 22191	PayCheck Secure Merchant Service Agreement Effective Date 01/26/2007 Contract Number 22480	Merchant Service Agmt	\$0.00
Latino Market & Jewelry 12-G East Diamond Ave Gaithersburg,MD 20877	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14487	Merchant Service Agmt	\$0.00
Latino Market & Jewelry 2026 Plank Rd Fredericksburg,VA 22401	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14512	Merchant Service Agmt	\$0.00
Latino Market 2505 Ennalls Ave Wheaton,MD 20902	PayCheck Secure Merchant Service Agreement Effective Date 02/17/2007 Contract Number 22508	Merchant Service Agmt	\$0.00
Latino's Delight, LLC 220 North Main Street Driggs,ID 83422	PayCheck Secure Merchant Service Agreement Effective Date 08/24/2007 Contract Number 22715	Merchant Service Agmt	\$0.00
Lee Lowe Inc 814 A St Galt,CA 95832	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 14304	Merchant Service Agmt	\$0.00
Leon Check Cashing 224 E. Olive Ave Burbank,CA 91502	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17285	Merchant Service Agmt	\$0.00
Les Money Transfer 601 W Oakridge Rd Orlando, FL 32809	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17340	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Lettys Uno Store 1204 10th St Bridgeport, TX 76426	PayCheck Secure Check 21 Agreement Effective Date 01/19/2007 Contract Number 22471	Merchant Service Agmt	\$0.00
Lettys Uno Store 1204 10th St Bridgeport, TX 76426	PayCheck Secure Merchant Service Agreement Effective Date 01/19/2007 Contract Number 22471	Merchant Service Agmt	\$0.00
Lews Market 11617 Calamar Ct San Diego, CA 92124	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14264	Merchant Service Agmt	\$0.00
Libertad bank 512 E Riverside Dr Ste100 Austin, TX 78740	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21239	Merchant Service Agmt	\$0.00
Liberty Fuel 1201 N 59th Ave Phoenix, AZ 85043	PayCheck Secure Merchant Service Agreement Effective Date 04/26/2007 Contract Number 22619	Merchant Service Agmt	\$0.00
Liberty Gas & Convenience 14510 Kinsman Ave Cleveland, OH 44120	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 20218	Merchant Service Agmt	\$0.00
Liborio Market Inc 171 S Hudson Ave Pasadena, CA 9110	PayCheck Secure Merchant Service Agreement Effective Date 02/24/2007 Contract Number 22512	Merchant Service Agmt	\$0.00
Lin Mar Money Mart, Inc. P O Box 1379 Hobbs, NM 88241	PayCheck Secure Merchant Service Agreement Effective Date 10/11/2007 Contract Number 22768	Merchant Service Agmt	\$0.00
Liquor Dan 6121 S 6th Ave Tucson, AZ 85706	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 16985	Merchant Service Agmt	\$0.00
Little Market 523 South Central Ave. Medford, OR 97501	PayCheck Secure Merchant Service Agreement Effective Date 07/20/2007 Contract Number 22701	Merchant Service Agmt	\$0.00
LKN Enterprises - The LKN 125 Trade Court Suite A Mooresville, NC 28117	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 19094	Merchant Service Agmt	\$0.00
Llberty Food Mart 1250 Crain Hwy South Glen Burnie, MD 21061	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 16949	Merchant Service Agmt	\$0.00
Lobdell Chevron 7510 Florida Blvd Baton Rouge, LA 70806	PayCheck Secure Merchant Service Agreement Effective Date 03/24/2007 Contract Number 22558	Merchant Service Agmt	\$0.00
Logan Circle Liquors 1018 Rhode Island Ave NW Washington, DC 20001	PayCheck Secure Merchant Service Agreement Effective Date 01/20/2007 Contract Number 22475	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Lopez Food Stores #1 278 McDavitt Boulevard Brownsville, TX 78521	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 13230	Merchant Service Agmt	\$0.00
Lopez Food Stores #2 1800 E Van Buren Brownsville, TX 78521	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 13231	Merchant Service Agmt	\$0.00
Lopez Supermarket #1 1415 Ringold Brownsville, TX 78520	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 13226	Merchant Service Agmt	\$0.00
Lopez Supermarket #4 724 Central Boulevard Brownsville, TX 78520	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 13228	Merchant Service Agmt	\$0.00
Lopez Supermarket #5 2865 Southmost Rd Brownsville, TX 78520	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 13229	Merchant Service Agmt	\$0.00
Los 3 Portrillos 3315 NOrthgate Blvd #5 Sacramento, CA 95837	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18284	Merchant Service Agmt	\$0.00
Los Altos Meat Market 126 North Carmelita St Hemet, CA 92543	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 160008	Merchant Service Agmt	\$0.00
Los Amigos #2 4349 N 7th Ave Phoenix, AZ 85013	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17011	Merchant Service Agmt	\$0.00
Los Amigos Inc #1 c/o South Exchange Miami, FL 33132	PayCheck Secure Merchant Service Agreement Effective Date 05/12/2007 Contract Number 22638	Merchant Service Agmt	\$0.00
Los Amigos Market 4141 N 35 Ave #14 Phoenix, AZ 85017	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 13202	Merchant Service Agmt	\$0.00
Los Feliz 3874 W 3500 S Suite A West Valley, UT 84120	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17899	Merchant Service Agmt	\$0.00
Los Garcia 6300 White Horse Rd Ste 118, Greenville SC	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 15819	Merchant Service Agmt	\$0.00
Los Paises 6100 West Colonial Dr Orlando, FL 32808	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 19988	Merchant Service Agmt	\$0.00
Los Paises 6100 West Colonial Dr Orlando, FL 32808	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 19988	Merchant Service Agmt	\$0.00



**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Los Pericos Market #1 375 East 14th Street San Leandro,CA 94577	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 15725	Merchant Service Agmt	\$0.00
Los Primos Market 1120 Meadow Ln Concord,CA 94520	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17204	Merchant Service Agmt	\$0.00
Los Toros Meat Market 8210 Gravey Ave Rosemead,CA 91770	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 16662	Merchant Service Agmt	\$0.00
Los Trios 1306 W Patrick Street Frederick,MD 21702	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 19472	Merchant Service Agmt	\$0.00
Loudoun Checks Cashed 24 B Plaza St NE Leesburg,VA 20176	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number sv100011	Merchant Service Agmt	\$0.00
Louisville Package Shop 904 Washington Ave Louisville,GA 30434	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22020	Merchant Service Agmt	\$0.00
Low Fee Check Cashing 1831 23rd St San Pablo,CA 94806	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 22461	Merchant Service Agmt	\$0.00
Low Fee Check Cashing 9755 Edes St Oakland,CA 94603	PayCheck Secure Merchant Service Agreement Effective Date 04/01/2007 Contract Number 15843	Merchant Service Agmt	\$0.00
Lowes Foods for BioPay Attn Mike Moran Hickory,NC 28602	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 18376	Merchant Service Agmt	\$0.00
Lowes Foods for BioPay Attn Mike Moran Hickory,NC 28602	PayCheck Secure Merchant Service Agreement Effective Date 05/01/2007 Contract Number 18376 A	Merchant Service Agmt	\$0.00
Lowes Foods Paycheck Secure Sherry McBride Winston Salem,NC 27114-5506	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17476	Merchant Service Agmt	\$0.00
Lucky Check Cashing 1028 Mission Street (6th) San Francisco,CA 94103	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21162	Merchant Service Agmt	\$0.00
Lucky Liquor #2 2109 W Martin Luther King Los Angeles,CA 90008	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 15197	Merchant Service Agmt	\$0.00
Lucky Market Place 2109 W Martin Luther King Los Angles,CA 90006	PayCheck Secure Merchant Service Agreement Effective Date 11/15/2007 Contract Number 22788	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Luckys 5305 S 1900 W Roy,UT 84067	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21932	Merchant Service Agmt	\$0.00
Lukes Little Supermarket 844 7 Stewart Rd Galveston,TX 77554	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21369	Merchant Service Agmt	\$0.00
Lunn Enterprises Inc 1601 Remount Rd Charlotte,NC 28208	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 19594	Merchant Service Agmt	\$0.00
Lupitas Communications 2525 N Grand Ave Suite F Santa Ana,CA 92705	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 19536	Merchant Service Agmt	\$0.00
Lupitas Communications 25571 Jeronimo Rd #14 Mission Viejo,CA 92691	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 19537	Merchant Service Agmt	\$0.00
Lusby Liquors 11810 Rousby Hall Rd Lusby,MD 20657	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17176	Merchant Service Agmt	\$0.00
M & F Check Cashing Ser#1 937 W Grand Ave Oakland,CA 94607	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14122	Merchant Service Agmt	\$0.00
M & M Food Store 1098 N Tamiami Trail North Ft Myers,FL 33903	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21399	Merchant Service Agmt	\$0.00
M & M Liquor & Lounge 5142 Park Heights Ave Baltimore,MD 21225	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 17550	Merchant Service Agmt	\$0.00
M&M Pawn & Check Cashing 32 Howe St New Haven, CT 6511	PayCheck Secure Merchant Service Agreement Effective Date 10/07/2007 Contract Number 22746	Merchant Service Agmt	\$0.00
MAA, Inc. 9610 Grant Ave. Manassas,VA 20110	PayCheck Secure Merchant Service Agreement Effective Date 07/12/2007 Contract Number 22691	Merchant Service Agmt	\$0.00
Macs Hacienda 2200 Northgate Blvd Sacramento,CA 95833	PayCheck Secure Merchant Service Agreement Effective Date 02/25/2007 Contract Number 22517	Merchant Service Agmt	\$0.00
Magic Mile Market 1137 53rd Ave W Bradenton,FL 34207	PayCheck Secure Check 21 Agreement Effective Date 01/20/2007 Contract Number 22474	Merchant Service Agmt	\$0.00
Magic Mile Market 1137 53rd Ave W Bradenton,FL 34207	PayCheck Secure Merchant Service Agreement Effective Date 01/20/2007 Contract Number 22474	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Mail Plus 2076 White Lane Bakersfield,CA 93304	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 15800	Merchant Service Agmt	\$0.00
Main Street Market 323 Main Street Marydel,MD 21649	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 20196	Merchant Service Agmt	\$0.00
Main Street Mini Mart 220 Main St Beacon,NY 12508	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 22341	Merchant Service Agmt	\$0.00
Main Street Mini Mart 220 Main St Beacon,NY 12508	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22341	Merchant Service Agmt	\$0.00
Malcolm Liquor 3845 Minnesota Ave NE Washington,DC 20019	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14135	Merchant Service Agmt	\$0.00
Malcolm Liquor 3845 Minnesota Ave NE Washington,DC 20019	PayCheck Secure Merchant Service Agreement Effective Date 04/06/2007 Contract Number 22574	Merchant Service Agmt	\$0.00
Mall Box Center Inc 2831 Gallows Rd Falls Church,VA 22042	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 13873	Merchant Service Agmt	\$0.00
Mall Spirits 6720 Reisterstown Rd Baltimore,MD 21215	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21041	Merchant Service Agmt	\$0.00
Malones Food Stores Ltd 7730 Forney Rd Dallas,TX 75227	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 13436	Merchant Service Agmt	\$0.00
Manmit Check Cashing 2762 Mt Ephraim Camden,NJ 8104	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 13874	Merchant Service Agmt	\$0.00
Manns Liquor 8130 Auburn Blvd Citrus Heights,CA 94610	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 18732	Merchant Service Agmt	\$0.00
Marathon C-Store 497 Ashton Ct SE Grand Rapids,MI 49546	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 20364	Merchant Service Agmt	\$0.00
Marianis Mens & Boys Clth 345 S El Dorado St Stockton,CA 95203	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 16006	Merchant Service Agmt	\$0.00
Marisas Fashion & Market 114 E 900 South Salk Lake City,UT 84111	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 20663	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Market Basket Supermarket 3845 Marysville Blvd Sacramento,CA 94838	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 15485	Merchant Service Agmt	\$0.00
Market Grocery 125 Market Street Poughkeepsie,NY 12601	PayCheck Secure Check 21 Agreement Effective Date 01/08/2007 Contract Number 22341	Merchant Service Agmt	\$0.00
Market Grocery 125 Market Street Poughkeepsie,NY 12601	PayCheck Secure Merchant Service Agreement Effective Date 03/01/2007 Contract Number 22526	Merchant Service Agmt	\$0.00
Market Place #14 1235 Mosby St Richmond,VA 23223	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 13466	Merchant Service Agmt	\$0.00
Market Place #7 625 E Larurnum Ave Richmond,VA 23222	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 13467	Merchant Service Agmt	\$0.00
Market Place #9 7933 Jefferson Davis Pkwy Richmond,VA 23227	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 12476	Merchant Service Agmt	\$0.00
Marlow Liquor 4141 Branch Ave Marlow Heights,MD 20748	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 11228	Merchant Service Agmt	\$0.00
Mars Check Cashing 1339 E. Carson St Carson,CA 90745	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 20194	Merchant Service Agmt	\$0.00
Marsh Beer and Wine 2745 E Beltine Road Carrolton,TX 75006	PayCheck Secure Merchant Service Agreement Effective Date 01/13/2007 Contract Number 22466	Merchant Service Agmt	\$0.00
Marsh Supermarket 9800 Crosspoint Blvd Indianapolis,IN 46256	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 15261	Merchant Service Agmt	\$0.00
Mas X Menos 443 Dutton Ave Santa Rosa,CA 95407	PayCheck Secure Check 21 Agreement Effective Date 11/07/2007 Contract Number 22786	Merchant Service Agmt	\$0.00
Mas X Menos 443 Dutton Ave Santa Rosa,CA 95407	PayCheck Secure Merchant Service Agreement Effective Date 11/07/2007 Contract Number 22786	Merchant Service Agmt	\$0.00
Masarweh Group Inc 16081 Cambrian Dr San Leandro,CA 94578	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 21851	Merchant Service Agmt	\$0.00
Mattawoman BP/ Amoco 2050 Crain Hwy Waldorf,MD 20601	PayCheck Secure Merchant Service Agreement Effective Date 03/23/2007 Contract Number 22554	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Maverick Pawn Shop 912 SW 11st Lawton,OK 73501	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 14531	Merchant Service Agmt	\$0.00
Max Saver Liquors 1162 Tracy Blvd Tracy,CA 95376	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21004	Merchant Service Agmt	\$0.00
Mega Cash Centro Comercial Alturas Rio Grande,PR 745	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 21248	Merchant Service Agmt	\$0.00
Mega Liquor #4 301 W Las Tunas Dr San Gabriel,CA 91776	PayCheck Secure Merchant Service Agreement Effective Date 10/07/2007 Contract Number 22737	Merchant Service Agmt	\$0.00
Mega Liquor #8 2020 W Valley Blvd Alhambra,CA 918003	PayCheck Secure Merchant Service Agreement Effective Date 10/07/2007 Contract Number 22738	Merchant Service Agmt	\$0.00
Mega Liquor Warehouse 347 S State St Hemet,CA 92543	PayCheck Secure Merchant Service Agreement Effective Date 10/07/2007 Contract Number 22739	Merchant Service Agmt	\$0.00
Melissas Check Cashing 1435 east street Woodland,CA 95776	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 16592	Merchant Service Agmt	\$0.00
Melissas Check Cashing 1578 Grass Valley Dr Woodland,CA 95776	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22347	Merchant Service Agmt	\$0.00
Mels Liquor and Check Cas 14051 Indian St Ste O Moreno Valley,CA 92563	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 22393	Merchant Service Agmt	\$0.00
Mercado Del Valle 11673 Glenoakes Blvd Pacoima,CA 91331	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14981	Merchant Service Agmt	\$0.00
Mercado International 1415 3rd Ave Chula Vista,CA 91911	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18034	Merchant Service Agmt	\$0.00
Mercado La Hacienda 2100 23rs St San Pablo,CA 94804	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15069	Merchant Service Agmt	\$0.00
Mercado Latino #2 461 S Capital Ave #1314 San Jose,CA 95127	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17649	Merchant Service Agmt	\$0.00
Mercado Real 1107 Dover Place Delano,CA 93215	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16164	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Mercado Y Carniceria #1 123 S Blosser Rd Santa Maria,CA 93454	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15506	Merchant Service Agmt	\$0.00
Mercado Y Carniceria #2 1571 Stowell Center Plaza Santa Maria,CA 93454	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15505	Merchant Service Agmt	\$0.00
Mesa Check Cashing 1740 Shasta Dr Colorado Springs,CO 80910	PayCheck Secure Merchant Service Agreement Effective Date 10/29/2007 Contract Number 22784	Merchant Service Agmt	\$0.00
Mex Express Inc 2141 Mission St # B San Francisco,CA 94110	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22372	Merchant Service Agmt	\$0.00
Mex Express Inc 2833 Pristine Way Brentwood,CA 94513	PayCheck Secure Check 21 Agreement Effective Date 05/29/2007 Contract Number 22649	Merchant Service Agmt	\$0.00
Mex Express Inc 2833 Pristine Way Brentwood,CA 94513	PayCheck Secure Merchant Service Agreement Effective Date 05/29/2007 Contract Number 22649	Merchant Service Agmt	\$0.00
Mexico Lindo 2626 S. Saunders St Raleigh,NC 27603	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20478	Merchant Service Agmt	\$0.00
Mexico Lindo 6050 Park Blvd Pinellas Park,FL 33781	PayCheck Secure Check 21 Agreement Effective Date 01/09/2007 Contract Number 19055	Merchant Service Agmt	\$0.00
Mexico Lindo 6050 Park Blvd Pinellas Park,FL 33781	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19055	Merchant Service Agmt	\$0.00
MFIC Mount Pleasant. 1325 Massachusetts Ave NW Washington,DC 20005	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17227	Merchant Service Agmt	\$0.00
MFIC Mount Pleasant. 2000 L Street Washington,DC 20009	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20130	Merchant Service Agmt	\$0.00
MGD Services - El Patio 7968 Washington Blvd Jessup,MD 20794	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22385	Merchant Service Agmt	\$0.00
Mi Casa Mexican Store 4029 Village Park Dr Knightdale,NC 27545	PayCheck Secure Merchant Service Agreement Effective Date 05/16/2007 Contract Number 22643	Merchant Service Agmt	\$0.00
Mi Esperanza Meat Market 918 Central Ave Tracy,CA 95376	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14396	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Mi Favorita 9740 Main Sts Woodstock,GA 30188	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15449	Merchant Service Agmt	\$0.00
Mi Gente Market 1155 N Washington Blvd Sara Sota,FL 34236	PayCheck Secure Check 21 Agreement Effective Date 01/09/2007 Contract Number 22322	Merchant Service Agmt	\$0.00
Mi Gente Market 1155 N Washington Blvd Sara Sota,FL 34236	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22322	Merchant Service Agmt	\$0.00
Mi Pueblo Foods P O Box 3288 San Jose,CA 95156	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16634	Merchant Service Agmt	\$0.00
Mi Pueblo Foods P O Box 3288 San Jose,CA 95156	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20097	Merchant Service Agmt	\$0.00
Mi Pueblo Foods P O Box 3288 San Jose,CA 95156	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 16607	Merchant Service Agmt	\$0.00
Mi Pueblo Foods P O Box 3288 San Jose,CA 95156	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20096	Merchant Service Agmt	\$0.00
Mi Pueblo Latin Market 18142 East Adriatic Place Aurora,CO 80013	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22713	Merchant Service Agmt	\$0.00
Mi Rancho Supermarket 1003 Lincoln Ave. San Jose,CA 95125	PayCheck Secure Merchant Service Agreement Effective Date 06/07/2007 Contract Number 22665	Merchant Service Agmt	\$0.00
Mi Rancho Supermarket 137 Roosevelt Ave Redwood City,CA 94061	PayCheck Secure Merchant Service Agreement Effective Date 02/01/2007 Contract Number 22491	Merchant Service Agmt	\$0.00
Mi Rancho Supermarket 812 Willow Rd Menlo Park,CA 94025	PayCheck Secure Merchant Service Agreement Effective Date 02/01/2007 Contract Number 22492	Merchant Service Agmt	\$0.00
Mi Rancho 313 W Olive Ave Medera,CA 93637	PayCheck Secure Merchant Service Agreement Effective Date 05/01/2007 Contract Number 22630	Merchant Service Agmt	\$0.00
Mi Super Mercado 2200 S 13th St Milwaukee,WI 53215	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 13764	Merchant Service Agmt	\$0.00
Mi Tierra Mercado Y Carni 8484 Florin Rd #70 Sacramento,CA 95828	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21414	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Mi Tierra Mercado Carnic 8484 E Florin Rd Sacramento,CA 95828	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17731	Merchant Service Agmt	\$0.00
Michanna Inc - Premier 16639 Birkdale Common Pkw Huntersville,NC 28078	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18610	Merchant Service Agmt	\$0.00
Michoacan Super, Inc. 201 N Amphlett Blvd San Mateo,CA 94401	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 20591	Merchant Service Agmt	\$0.00
Michoacan Super, Inc. 201 N Amphlett Blvd San Mateo,CA 94401	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20591	Merchant Service Agmt	\$0.00
Mid - Towne IGA 317 Hawthorne Street Saint Charles,MO 63301	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20072	Merchant Service Agmt	\$0.00
Middle Mich, LLC 29403 Michigan Ave. Inkster,MI 48141	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22719	Merchant Service Agmt	\$0.00
Midtown Foodmart 3007 Shamrock Dr Charlotte,NC 28215	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17284	Merchant Service Agmt	\$0.00
Midtown Wholesale 1465 S State Street #1 Salt Lake City,UT 84115	PayCheck Secure Merchant Service Agreement Effective Date 09/17/2007 Contract Number 22745	Merchant Service Agmt	\$0.00
Mid-Towne IGA - Paycheck 317 Hawthorne Street St Charles,MO 63301	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19591	Merchant Service Agmt	\$0.00
Mikes Convenient Food 1929 S Taylor Rd Cleveland Heights,OH 44118	PayCheck Secure Merchant Service Agreement Effective Date 05/09/2007 Contract Number 22632	Merchant Service Agmt	\$0.00
Mikes Warehouse 262 Cedar Lane Suite B Vienna,VA 22186	PayCheck Secure Check 21 Agreement Effective Date 01/09/2007 Contract Number 21238	Merchant Service Agmt	\$0.00
Mikes Warehouse 262 Cedar Lane Suite B Vienna,VA 22186	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21238	Merchant Service Agmt	\$0.00
Milford Liquors 8100 Liberty Road Balitmore,MD 21244	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21510	Merchant Service Agmt	\$0.00
Mima's 200 West Yosemite Ave. Manteca,CA 95336	PayCheck Secure Check 21 Agreement Effective Date 09/17/2007 Contract Number 22773	Merchant Service Agmt	\$0.00



**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Mima's 200 West Yosemite Ave. Manteca,CA 95336	PayCheck Secure Merchant Service Agreement Effective Date 09/17/2007 Contract Number 22773	Merchant Service Agmt	\$0.00
Mindys Market 8244 Auburn Blvd Citrus Heights, CA 95610	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14091	Merchant Service Agmt	\$0.00
Mindys Market 8244 Auburn Blvd Citrus Heights, CA 95610	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17695	Merchant Service Agmt	\$0.00
Mis Amigos Market 53 Manor Dr Bay Point,CA 94565	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16276	Merchant Service Agmt	\$0.00
Mis Amigos Market 53 Manor Dr Bay Point,CA 94565	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19294	Merchant Service Agmt	\$0.00
Mission Family Dollars 4809 Mission St San Francisco,CA 94112	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20216	Merchant Service Agmt	\$0.00
Modern Discount Liquor 6916 Holabird Ave Dundalk,MD 21222	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21290	Merchant Service Agmt	\$0.00
Modern Way 9710 Main St Lamont,CA 93241	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14785	Merchant Service Agmt	\$0.00
Moes Ayrley Inc 2215 Ayrley Town Blvd Charlotte,NC 28273	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 19154	Merchant Service Agmt	\$0.00
Moes Carmel Commons LLC 7707 Pineville-Matthews Charlotte,NC 28266	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 19153	Merchant Service Agmt	\$0.00
Moes 1500 East Boulevard Charlotte,NC 28203	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 19155	Merchant Service Agmt	\$0.00
Mondo Caffè 602 Mission Street San Francisco,CA 94105	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 21672	Merchant Service Agmt	\$0.00
Money & More 1520 South San Jacinto San Jacinto,CA 92583	PayCheck Secure Merchant Service Agreement Effective Date 10/26/2007 Contract Number 22779	Merchant Service Agmt	\$0.00
Money Inc 3339 Glen Carlyn Dr Falls Church,VA 22041	PayCheck Secure Merchant Service Agreement Effective Date 01/25/2007 Contract Number 22479	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Money Man Check Cashing 4206 N State St Jackson,MS 39206	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16397	Merchant Service Agmt	\$0.00
Money Mex Inc C/O South Exchange Miami,FL 33132	PayCheck Secure Merchant Service Agreement Effective Date 05/12/2007 Contract Number 22637	Merchant Service Agmt	\$0.00
Monty's Liquor 1400 Howard Road Madera,CA 93637	PayCheck Secure Merchant Service Agreement Effective Date 02/01/2007 Contract Number 22490	Merchant Service Agmt	\$0.00
Morekas B P Amoco 2869 Broad Rock Rd Richmond,VA 23224	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14787	Merchant Service Agmt	\$0.00
Moreland Package Store 15 Moreland Ave Atlanta, GA 30016	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15300	Merchant Service Agmt	\$0.00
Morella Meat Market 226 Jackson St Hayward,CA 94544	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19926	Merchant Service Agmt	\$0.00
Morenita Market 1078 Douglas Rd Roseville,CA 95878	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21908	Merchant Service Agmt	\$0.00
Mount Vernon Food Market 815 N Charles St Baltimore,MD 21201	PayCheck Secure Check 21 Agreement Effective Date 01/01/2007 Contract Number 14335	Merchant Service Agmt	\$0.00
Mount Vernon Food Market 815 N Charles St Baltimore,MD 21201	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 14335	Merchant Service Agmt	\$0.00
Mr Money 510 Pleasant Hill Rd Lilburn,GA 30047	PayCheck Secure Check 21 Agreement Effective Date 01/19/2007 Contract Number 22470	Merchant Service Agmt	\$0.00
Mr Money 510 Pleasant Hill Rd Lilburn,GA 30047	PayCheck Secure Merchant Service Agreement Effective Date 01/19/2007 Contract Number 22470	Merchant Service Agmt	\$0.00
MSG Convenience Store 21 West Main Street Lansdale,PA 19446	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22708	Merchant Service Agmt	\$0.00
Multi Express 20444 Loop 494 New Caney,TX 77357	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18161	Merchant Service Agmt	\$0.00
Music Center D J 645 East Alisal St Salinas,CA 93905	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16351	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Musica Latina 1601 Cedar Lane Road Greenville, SC 29617	PayCheck Secure Merchant Service Agreement Effective Date 10/01/2007 Contract Number 22759	Merchant Service Agmt	\$0.00
Nancys Jewelry 1048 North Arizona Avenue Chandler, AZ 85225	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15068	Merchant Service Agmt	\$0.00
Napa Food Center 2565 Kilburn Ave Napa, CA 94558	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21588	Merchant Service Agmt	\$0.00
Naples Convenience Food 11225 E Tamiami Trail Naples, FL 34113	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18931	Merchant Service Agmt	\$0.00
Naples Kwik Pic 11063 E Tamiami Trail Naples, FL 34113	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18930	Merchant Service Agmt	\$0.00
National Mail Service Inc 3115 White Horse Rd Greenville, SC 29611	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18628	Merchant Service Agmt	\$0.00
National Market P O Box 656 Wasco, CA 93280	PayCheck Secure Merchant Service Agreement Effective Date 10/01/2007 Contract Number 22766	Merchant Service Agmt	\$0.00
National Supermarket #2 5400- Palm Ave Hialeah, FL 33012	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15886	Merchant Service Agmt	\$0.00
New Deal Supermarket 110 West Monument Jackson, MS 39202	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20620	Merchant Service Agmt	\$0.00
New Life Silver Express 7705 S Tryon St Charlotte, NC 28217	PayCheck Secure Merchant Service Agreement Effective Date 10/07/2007 Contract Number 22747	Merchant Service Agmt	\$0.00
New Market 3691 Kansas Ave Riverside, CA 92507	PayCheck Secure Merchant Service Agreement Effective Date 03/30/2007 Contract Number 22568	Merchant Service Agmt	\$0.00
New Millenium Cash Exchan 1434 Collins Ave Miami Beach, FL 33139	PayCheck Secure Check 21 Agreement Effective Date 01/09/2007 Contract Number 19724	Merchant Service Agmt	\$0.00
New Millenium Cash Exchan 1434 Collins Ave Miami Beach, FL 33139	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19724	Merchant Service Agmt	\$0.00
New South Packaga Store 6776 Hwy 85 Riverdale, GA 30274	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16237	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Newport Avenue Market 1121 NW Newport Ave Bend,OR 97701	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18739	Merchant Service Agmt	\$0.00
N-N Out Convenience Store 3226 West 10th Street Odessa,TX 79763	PayCheck Secure Merchant Service Agreement Effective Date 10/07/2007 Contract Number 22743	Merchant Service Agmt	\$0.00
Norristown Thriftway 815 Dekalb St Norristown,PA 19401	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 14567	Merchant Service Agmt	\$0.00
Northgate Market 1410 S 43rd St San Diego,CA 92113	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21521	Merchant Service Agmt	\$0.00
Nu Way Market 6800 Front Street Rio Linda,CA 95673	PayCheck Secure Merchant Service Agreement Effective Date 05/03/2007 Contract Number 22626	Merchant Service Agmt	\$0.00
Nursery Road Liquors 6 Nursery Rd Linthicum,MD 21090	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21512	Merchant Service Agmt	\$0.00
Oakwood Market 2106 Oakwood Dr East Palo Alto,CA 94303	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 11646	Merchant Service Agmt	\$0.00
Odells Mini Mart 1015 Route 209 Cuddebackville,NY 12729	PayCheck Secure Check 21 Agreement Effective Date 01/09/2007 Contract Number 21709	Merchant Service Agmt	\$0.00
Odells Mini Mart 1015 Route 209 Cuddebackville,NY 12729	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21709	Merchant Service Agmt	\$0.00
Old Town Inc 612 Carolina Rd Suffolk,VA 23434	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20348	Merchant Service Agmt	\$0.00
Old Town Market 3701 Marshall Ave New Port News,VA 23607	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18752	Merchant Service Agmt	\$0.00
Old Town Mini Mart 5748 Hollister Ave Goleta,CA 93117	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19755	Merchant Service Agmt	\$0.00
Olfa Inc 461 W Virginia St Crystal Lake,IL 60014	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 13470	Merchant Service Agmt	\$0.00
One Stop Checks Cashed 2456 Santa Fe Ave Long Beach,CA 90810	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17146	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
One Stop Grocery 510 East Franklin Blvd. Gastonia,NC 28054	PayCheck Secure Merchant Service Agreement Effective Date 07/18/2007 Contract Number 22694	Merchant Service Agmt	\$0.00
One Stop Liquors 11618 Buckeye Rd Cleveland,OH 44120	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16763	Merchant Service Agmt	\$0.00
One Stop Shop 8108 US Hwy 1 Wabasso, FL 32970	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21418	Merchant Service Agmt	\$0.00
Orlandos Market 2201 S B Street Stockton,CA 95206	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21583	Merchant Service Agmt	\$0.00
Ortiz Food Mart 1214 Ortiz Avenue Fort Myers,FL 33905	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22352	Merchant Service Agmt	\$0.00
Otaez Mexi-Catessen 3872 International Blvd Oakland,CA 94601	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 13588	Merchant Service Agmt	\$0.00
P C H Truck Stop Center 1603 W Pacific Coast Hwy Long Beach,CA 90810	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18952	Merchant Service Agmt	\$0.00
P O S Unlimited 7001 Peachtree Industrial Norcross,GA 30092	PayCheck Secure Merchant Service Agreement Effective Date 03/27/2007 Contract Number 22562	Merchant Service Agmt	\$0.00
Pa Telecards Alliance 3050 C Canby St Harrisburg,PA 17103	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21032	Merchant Service Agmt	\$0.00
Pacific Gas 1705 W Capital Avenue W Sacramento,CA 95691	PayCheck Secure Check 21 Agreement Effective Date 03/31/2007 Contract Number 22570	Merchant Service Agmt	\$0.00
Pacific Gas 1705 W Capital Avenue W Sacramento,CA 95691	PayCheck Secure Merchant Service Agreement Effective Date 03/31/2007 Contract Number 22570	Merchant Service Agmt	\$0.00
Paisano Travel C/O South Exchange Miami,FL 33132	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20378	Merchant Service Agmt	\$0.00
Pal Market 2386 Cooley Ave East Palo Alto,CA 94303	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 11631	Merchant Service Agmt	\$0.00
Palace Market 400 W Perkins Ave Mc Farland,CA 93250	PayCheck Secure Merchant Service Agreement Effective Date 09/22/2007 Contract Number 22755	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Palm Beach Citgo 3006 Palm Beach Blvd Fort Myers,FL 33916	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22132	Merchant Service Agmt	\$0.00
Palm City Liquor 688 Hollister Street San Diego,CA 92154	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22459	Merchant Service Agmt	\$0.00
Palm Springs Market 4301 Palm Ave La Mesa,CA 91941	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22422	Merchant Service Agmt	\$0.00
Palmer Restaurant &Liq 7222 MLK Jr Hwy Landover,MD 20785	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 12070	Merchant Service Agmt	\$0.00
Palou Check Cashing 4850 3rd Street San Francisco,CA 94124	PayCheck Secure Merchant Service Agreement Effective Date 01/31/2007 Contract Number 22487	Merchant Service Agmt	\$0.00
Panaderia Azteca 626 N 1st Street Dixon,CA 95620	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19161	Merchant Service Agmt	\$0.00
Panaderia Latina 6251 Little River Tpk Alexandria,VA 22312	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17089	Merchant Service Agmt	\$0.00
Paramont Foods/ Piggly Wi 332 Northeast Blvd Clinton,NC 28328	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21573	Merchant Service Agmt	\$0.00
Parker Road Drug Store 1319 Woodside Ave Greenville,SC 29611	PayCheck Secure Merchant Service Agreement Effective Date 02/03/2007 Contract Number 22498	Merchant Service Agmt	\$0.00
Parrish Super Market 12330 Us Highway 301 N Parrish,FL 34219	PayCheck Secure Check 21 Agreement Effective Date 10/01/2007 Contract Number 22761	Merchant Service Agmt	\$0.00
Parrish Super Market 12330 Us Highway 301 N Parrish,FL 34219	PayCheck Secure Merchant Service Agreement Effective Date 10/01/2007 Contract Number 22761	Merchant Service Agmt	\$0.00
Party Time Check Cashing 460 N Mountain Ave Ontario,CA 91762	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18674	Merchant Service Agmt	\$0.00
Pay and Save - Guarantee 1804 Hall Ave Littlefield,TX 79339	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22007	Merchant Service Agmt	\$0.00
Pay and Save Inc 1804 Hall Ave Littlefield,TX 79339	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19998	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Pay and Save, Inc. 1804 Hall Avenue Littlefield, Texas 79339 Lezlie M. Lowe	Merchant Service Application for BioPay system executed 10/20/2005.	Merchant Service Agmt	\$0.00
Payless Foods 13658 Hawthorne Blvd #400 Hawthorne,CA 90250	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14989	Merchant Service Agmt	\$0.00
Payless Market 398 S Arizona Ave Chandler,AZ 85225	PayCheck Secure Merchant Service Agreement Effective Date 05/17/2007 Contract Number 22644	Merchant Service Agmt	\$0.00
Pecan Point -Jersey Mike 2001 East 7th Street Charlotte,NC 28204	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 19147	Merchant Service Agmt	\$0.00
Pena Meat & Food Market 3198 Middlefield Rd Redwood City,CA 94063	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22377	Merchant Service Agmt	\$0.00
Pena Riverview Enterprise 776 East Grant Roma,TX 78584	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14532	Merchant Service Agmt	\$0.00
Penas Market 1357 E Louis St Lathrop,CA 95330	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19775	Merchant Service Agmt	\$0.00
Penas Meat Market 123 Jamestown St Stockton,CA 95207	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 18592	Merchant Service Agmt	\$0.00
Penny Wise Market 3 May St Worcester,MA 1610	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17869	Merchant Service Agmt	\$0.00
Pequeno Mexico 2645 Country Drive Petersburg, VA 23803	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20860	Merchant Service Agmt	\$0.00
Perfect Capital 8611 Old Harford Rd #300 Baltimore,MD 21234	PayCheck Secure Merchant Service Agreement Effective Date 03/24/2007 Contract Number 22559	Merchant Service Agmt	\$0.00
Petersburg Market Place 2706 South Crater Rd Petersburg,VA 23805	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 12972	Merchant Service Agmt	\$0.00
Petes Place 9355 W Hwy 4 Stockton,CA 95206	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 17479	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Petro of South Florida 8673 Littleton Rd N Fort Myers, FL 33903	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20589	Merchant Service Agmt	\$0.00
Pets of Bel Air 2924 Beverly Glen Circle Los Angeles, CA 90077	PayCheck Secure Merchant Service Agreement Effective Date 04/01/2007 Contract Number 20078	Merchant Service Agmt	\$0.00
Pfeffers Pharmacy 1054 Burton S W Wyoming, MI 49509	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 11710	Merchant Service Agmt	\$0.00
Phillips Drug Inc 631 E Main St Richmond, IN 47374	PayCheck Secure Merchant Service Agreement Effective Date 03/29/2007 Contract Number 22566	Merchant Service Agmt	\$0.00
Phoenix Farms Supermercad 3353 N. 19th Ave. Phoenix, AZ 85015	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17427	Merchant Service Agmt	\$0.00
Pic N Go 508 North Chestnut Fresno, CA 93702	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15877	Merchant Service Agmt	\$0.00
Piggle Wiggly 326 S 5th St Saint Pauls, NC 28384	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21581	Merchant Service Agmt	\$0.00
Piggly Wiggly #54 444 U S Highway 64 East Plymouth, NC 27962	PayCheck Secure Merchant Service Agreement Effective Date 01/14/2007 Contract Number 22467	Merchant Service Agmt	\$0.00
Piggly Wiggly 2105 Dickinson Ave Greenville, NC 27834 Rick Jackson	Merchant Service Application for BioPay system executed 9/10/04.	Merchant Service Agmt	\$0.00
Piggly Wiggly 2105 Dickinson Ave Greenville, NC 27834	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 17174	Merchant Service Agmt	\$0.00
Piggly Wiggly 615 N Breazeale Ave Mt Olive, NC 28365	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19647	Merchant Service Agmt	\$0.00
Piggly Wiggly 615 N. Breazeale Avenue Mt. Olive, NC 38365 Keith Fronczek	Merchant Service Application for BioPay system executed 8/30/05.	Merchant Service Agmt	\$0.00
Piggly Wiggly 912 Washington St Williamston, NC 27892	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22184	Merchant Service Agmt	\$0.00



**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Pioneer Market P O Box 2128 Mariposa,CA 95338	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22407	Merchant Service Agmt	\$0.00
Platanillos Grocery 14342 Jefferson Davis Hwy Woodbridge,VA 22191	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21821	Merchant Service Agmt	\$0.00
Plaza Latina 2904 Curry Ford Rd Orlando, FL 32806	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15748	Merchant Service Agmt	\$0.00
Plaza Ocean View 3655 Ocean View Blvd San Diego,CA 92113	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15735	Merchant Service Agmt	\$0.00
Plaza Supermarket, Inc. 1425 N Hacienda Blvd La Puente,CA 91744	PayCheck Secure Merchant Service Agreement Effective Date 10/07/2007 Contract Number 22740	Merchant Service Agmt	\$0.00
Pomona Rancho Market 2277 N. Garry Ave. Pomona,CA 91767	PayCheck Secure Merchant Service Agreement Effective Date 12/05/2007 Contract Number 22793	Merchant Service Agmt	\$0.00
Potranco Food Mart 10775 Potranco San Antonio,TX 78251	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 21553	Merchant Service Agmt	\$0.00
Power Check Cashing 1402 H St NE Washington,DC 20002	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15450	Merchant Service Agmt	\$0.00
Pratt Street Liquors 1818 E Pratt St Baltimore,MD 21231	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15182	Merchant Service Agmt	\$0.00
Premiere Market 2254 NW 28 St Miami,FL 33142	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22383	Merchant Service Agmt	\$0.00
Price Choice Food Markets 4500 NW 183 rd Street Miami Gardens,FL 33055	PayCheck Secure Merchant Service Agreement Effective Date 05/03/2007 Contract Number 22625	Merchant Service Agmt	\$0.00
Price Mart 6060 Stockton Blvd Ste B Sacramento,CA 95824	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22368	Merchant Service Agmt	\$0.00
Prime Check Cashing Inc 2137 Discovery Circle W Deerfield Beach,FL 33442	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20604	Merchant Service Agmt	\$0.00
Procopios Fashionon 180 San Mateo Rd Half Moon Bay,CA 94019	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 16390	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Pronto Stop 3550 E Truman Rd Kansas City,MO 64127	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 20409	Merchant Service Agmt	\$0.00
Pros Ranch Markets 1700 Desoto Place Ontario,CA 91761	PayCheck Secure Check 21 Agreement Effective Date 05/31/2007 Contract Number 22658	Merchant Service Agmt	\$0.00
Pros Ranch Markets 1700 Desoto Place Ontario,CA 91761	PayCheck Secure Merchant Service Agreement Effective Date 05/31/2007 Contract Number 22658	Merchant Service Agmt	\$0.00
Prospect Park Supermarke 291 N 8th St Prospect Park,NJ 7508	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 14801	Merchant Service Agmt	\$0.00
Punjab International 2338 Florin Rd Sacramento,CA 95822	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 15629	Merchant Service Agmt	\$0.00
Quality Market 1209 Willow Rd Menlo Park,CA 94025	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 13314	Merchant Service Agmt	\$0.00
Quality Market 201 Williams Rd Salinas,CA 93905	PayCheck Secure Merchant Service Agreement Effective Date 10/23/2007 Contract Number 22775	Merchant Service Agmt	\$0.00
Quality Market 2329 Madison Ave San Diego,CA 92116	PayCheck Secure Merchant Service Agreement Effective Date 10/12/2007 Contract Number 22769	Merchant Service Agmt	\$0.00
Queenstown Carribean Mart 3213 Queens Chapel Rd Mt Rainer,MD 20712	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 19814	Merchant Service Agmt	\$0.00
Quick Cash 15439 Schoolcraft Detroit,MI 48227	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14351	Merchant Service Agmt	\$0.00
Quick Market 2830 Franklin Blvd Sacramento,CA 95818	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22418	Merchant Service Agmt	\$0.00
Quick Mart 2329 N First Street Fresno,CA 93703	PayCheck Secure Merchant Service Agreement Effective Date 03/21/2007 Contract Number 22551	Merchant Service Agmt	\$0.00
Quick Mart 2509 Dunksferry Rd Bensalem,PA 19020	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18226	Merchant Service Agmt	\$0.00
Quick N Shop 3564 E Belmont St Fresno,CA 93702	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22446	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Quick Stop 190 US 27N South Dade,FL 33493	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22256	Merchant Service Agmt	\$0.00
Quick Track 1508 W Mayfield Rd Arlington,TX 76015	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22336	Merchant Service Agmt	\$0.00
Quik Stop 2413 NE 28th St Ft Worth,TX 76106	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17632	Merchant Service Agmt	\$0.00
R & G Food Basket 14407 Pioneer Blvd Norwalk,CA 90650	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22425	Merchant Service Agmt	\$0.00
R & S Inc P O Box #2 Bullville,NY 10915	PayCheck Secure Check 21 Agreement Effective Date 02/02/2007 Contract Number 22496	Merchant Service Agmt	\$0.00
R & S Inc P O Box #2 Bullville,NY 10915	PayCheck Secure Merchant Service Agreement Effective Date 02/02/2007 Contract Number 22496	Merchant Service Agmt	\$0.00
R P Food Store Inc 902 West Miracle Mile Tucson,AZ 85705	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21670	Merchant Service Agmt	\$0.00
R Ranch Markets 13985 Live Oak Ave Irwindale,CA 91706	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18417	Merchant Service Agmt	\$0.00
Rabbit Town Beverage 2318 Old Cornelia Hwy Gainesville,GA 30507	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13200	Merchant Service Agmt	\$0.00
Raleigh Service Inc 1100 Raleigh Blvd 112 Raleigh,NC 27610	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19179	Merchant Service Agmt	\$0.00
Raleigh Service Inc 1100 Raleigh Blvd 112 Raleigh,NC 27610	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19180	Merchant Service Agmt	\$0.00
Raleys 500 West Capitol Ave West Sacramento,CA 95605	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17075	Merchant Service Agmt	\$0.00
Ranchito Market 285 San Lucas St MacFarland,CA 94601	PayCheck Secure Merchant Service Agreement Effective Date 03/21/2007 Contract Number 22550	Merchant Service Agmt	\$0.00
Rancho Market & Liquor 2974 Imperial Ave San Diego,CA 92102	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22375	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Rancho Market 190 E 3300S Salt Lake City,UT 84115	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22351	Merchant Service Agmt	\$0.00
Rancho Markets 190 E 3300th S Salt Lake City,UT 84115	PayCheck Secure Merchant Service Agreement Effective Date 10/07/2007 Contract Number 22733	Merchant Service Agmt	\$0.00
Rancho Mendoza 640 Sebastopol Road Santa Rosa,CA 95407	PayCheck Secure Check 21 Agreement Effective Date 09/07/2007 Contract Number 22721	Merchant Service Agmt	\$0.00
Rancho Mendoza 640 Sebastopol Road Santa Rosa,CA 95407	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22721	Merchant Service Agmt	\$0.00
Rancho Mercado LLC 326 N Horne St Oceanside,CA 92054	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22254	Merchant Service Agmt	\$0.00
Rancho San Miguel Mkt 620 S Cherokee Ln Lodi,CA 95240	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18761	Merchant Service Agmt	\$0.00
Rancho San Miguel 8014 Lower Sacramento Rd Stockton,CA 95210	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19068	Merchant Service Agmt	\$0.00
Rapid Envios 10611 Tamiami Trail North Naples,FL 34108	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20289	Merchant Service Agmt	\$0.00
Rapid Envios 9-B SW 107 Ave & Flager Miami,FL 33174	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 20288	Merchant Service Agmt	\$0.00
Rapid Envios 9-B SW 107 Ave & Flager Miami,FL 33174	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 20288	Merchant Service Agmt	\$0.00
Rapid Envios 9-B SW 107 Ave & Flager Miami,FL 33174	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20288	Merchant Service Agmt	\$0.00
Rapido Income Tax 2597 South French Avenue Sanford,FL 32771	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22731	Merchant Service Agmt	\$0.00
Rapido Tax LLC 2711 South Orlando Drive Sanford,FL 32773	PayCheck Secure Merchant Service Agreement Effective Date 04/11/2007 Contract Number 22582	Merchant Service Agmt	\$0.00
Red Duck Mini Store 2981 Lincoln Ave Ogden,UT 84401	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20475	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Red Sea Market 2348 S B Street Stockton,CA 95206	PayCheck Secure Merchant Service Agreement Effective Date 04/11/2007 Contract Number 22576	Merchant Service Agmt	\$0.00
Reddys Corner Store 4402 W Southern Ave Laveen,AZ 85339	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19526	Merchant Service Agmt	\$0.00
Region Market 1041 East Pacheco Blvd Los Banos,CA 93635	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22345	Merchant Service Agmt	\$0.00
Renes Meat Market 2121 E California Ave Bakersfield,CA 93307	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21273	Merchant Service Agmt	\$0.00
Richmond Food Center 2230 Cutting Blvd Richmond,CA 94804	PayCheck Secure Merchant Service Agreement Effective Date 02/07/2007 Contract Number 22502	Merchant Service Agmt	\$0.00
Ricks Grocery & Deli 1529 S Escondido Blvd Escondido,CA 92025	PayCheck Secure Merchant Service Agreement Effective Date 01/27/2007 Contract Number 22483	Merchant Service Agmt	\$0.00
Riggs Liquor 5581 South Dakota Ave NE Washington,DC 20011	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13645	Merchant Service Agmt	\$0.00
Rio Grande Supermarket 7240 Doniphan Drive Canutillo,TX 79835	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17266	Merchant Service Agmt	\$0.00
Rio Ranch Market 9001 Mission Blvd Riverside,CA 92509	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 19491	Merchant Service Agmt	\$0.00
Rio Ranch Markets #1 9001 Mission Blvd Riverside,CA 92509	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18819	Merchant Service Agmt	\$0.00
Rio Ranch Markets #3 9001 Mission Blvd Riverside,CA 92509	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18817	Merchant Service Agmt	\$0.00
Rio Ranch Markets #6 9001 Mission Blvd Riverside,CA 92509	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18815	Merchant Service Agmt	\$0.00
Rio Ranch Markets #9 9001 Mission Blvd Riverside,CA 92509	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18818	Merchant Service Agmt	\$0.00
Rithi Inc 2344 Dartmouth Bend Dr Wildwood,MO 63011	PayCheck Secure Merchant Service Agreement Effective Date 12/01/2007 Contract Number 22685	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Riverdale Food Center 20937 Smalsbary Riverdale,CA 93656	PayCheck Secure Merchant Service Agreement Effective Date 04/28/2007 Contract Number 22622	Merchant Service Agmt	\$0.00
Riverdale Plaza Liquors 5729 Riverdale Rd Riverdale,MD 20737	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17922	Merchant Service Agmt	\$0.00
Riverside Red X 13800 S 71 Hwy Riverside,MO 64030	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20118	Merchant Service Agmt	\$0.00
Riverside Red-X 2401 W Platte Rd Riverside,MO 64150	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13138	Merchant Service Agmt	\$0.00
Robertos Liquor 142 S El Derado St Stockton,CA 95202	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 16182	Merchant Service Agmt	\$0.00
Rodriguez Communications 1 Franklin St Danbury,CT 6810	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 21090	Merchant Service Agmt	\$0.00
Rodriguez Communications 1 Franklin St Danbury,CT 6810	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21090	Merchant Service Agmt	\$0.00
Rome Liquor 174 Anderson Ave Fairview,NJ 7022	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 22343	Merchant Service Agmt	\$0.00
Rome Liquor 174 Anderson Ave Fairview,NJ 7022	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22343	Merchant Service Agmt	\$0.00
Romerys Liquor 3 Purity Plaza Woodland,CA 95965	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20796	Merchant Service Agmt	\$0.00
Rosauers 1808 W 3rd Spokane,WA 99204	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13424	Merchant Service Agmt	\$0.00
Rosemont Liquors 9106 Kiefer Blvd Sacramento,CA 95826	PayCheck Secure Merchant Service Agreement Effective Date 04/11/2007 Contract Number 22578	Merchant Service Agmt	\$0.00
Royal Check Cashing 7314 Little River Turnpike Annandale,VA 22003	PayCheck Secure Merchant Service Agreement Effective Date 08/20/2007 Contract Number 22751	Merchant Service Agmt	\$0.00
Royals Plaza Inc 1501 West Blue Heron Blvd Riviera Beach,FL 33404	PayCheck Secure Merchant Service Agreement Effective Date 03/16/2007 Contract Number 22543	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
RS Express 4007 Jefferson Davis Hwy. Richmond, VA 23234	Merchant Service Application (-) for BioPay system executed 1/11/02.	Merchant Service Agmt	\$0.00
Ruiz Wholesale Co 4750 Irvington Boulevard Houston, TX 77009	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13015	Merchant Service Agmt	\$0.00
Ruthies Check Cashing 1150 E Williams St San Jose, CA 95116	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15711	Merchant Service Agmt	\$0.00
S & P Check Cashing 5336 Auburn Blvd Sacramento, CA 95841	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22447	Merchant Service Agmt	\$0.00
S & R Liquor 1800 I St Washington, DC 20006	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17650	Merchant Service Agmt	\$0.00
S & S Liquors 6925 4th St NW Washington, DC 20011	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13123	Merchant Service Agmt	\$0.00
S & V Food Store 110 N Main St Bushnell, FL 33513	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 18658	Merchant Service Agmt	\$0.00
S & V Food Store 110 N Main St Bushnell, FL 33513	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18658	Merchant Service Agmt	\$0.00
S & W Liquor 7072 Allentown Rd Temple Hills, MD 20748	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 11262	Merchant Service Agmt	\$0.00
S B & H L L C 100 Providence Road Chesapeake, VA 23324	PayCheck Secure Merchant Service Agreement Effective Date 04/27/2007 Contract Number 22655	Merchant Service Agmt	\$0.00
Safari Food Market 15400 NW 7th Ave Miami, FL 33169	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18972	Merchant Service Agmt	\$0.00
Salon Envios 108 W Katella Ave #F Orange, CA 92867	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17827	Merchant Service Agmt	\$0.00
Salon Envios 108 W Katella Ave #F Orange, CA 92867	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17828	Merchant Service Agmt	\$0.00
Salon Envios 12103 Carson St Hawaiian Gardens, CA 90716	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 19635	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Salon Envios 12103 Carson St Hawaiian Gardens,CA 90716	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19635	Merchant Service Agmt	\$0.00
Sams Groceries 3901 W Southern Phoenix,AZ 85041	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14579	Merchant Service Agmt	\$0.00
Sams Market & Liquor 2 Wilbur Ave Antioch,CA 94509	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 22346	Merchant Service Agmt	\$0.00
Sams Market & Liquor 2 Wilbur Ave Antioch,CA 94509	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22346	Merchant Service Agmt	\$0.00
San Antonio Travel Center 8755 I H 10 E Converse,TX 78109	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 16259	Merchant Service Agmt	\$0.00
San Jose Check Cashing 623 S Winchester Blvd San Jose,CA 95128	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22344	Merchant Service Agmt	\$0.00
San Jose Tienda Mexican 1 C/O South Exchange Miami,FL 33132	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20418	Merchant Service Agmt	\$0.00
San Marcos Check Cashing 273 S Rancho Santa Fe Rd San Marcos,CA 92078	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20587	Merchant Service Agmt	\$0.00
San Marcos Market 228 Mission Rd San Marcos,CA 92069	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22040	Merchant Service Agmt	\$0.00
Sandborn Plaza Market 1159 N Sandborn St Salinas,CA 93905	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15347	Merchant Service Agmt	\$0.00
Sandra s Party Mix 3574 S Redwood Road West Valley City,UT 84119	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22431	Merchant Service Agmt	\$0.00
Sante Fe Mercados Inc 860 South White Rd San Jose,CA 95127	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22348	Merchant Service Agmt	\$0.00
Santonis Super Market 3800 East Lombard St Baltimore,MD 21224	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 12934	Merchant Service Agmt	\$0.00
Sausalito Espresso #2 50 Beale St #104 San Francisco,CA 94105	PayCheck Secure Merchant Service Agreement Effective Date 04/23/2007 Contract Number 22222	Merchant Service Agmt	\$0.00



**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Sausalito Espresso 100 1st Street Suite 160 San Francisco,CA 94105	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 21852	Merchant Service Agmt	\$0.00
Sav a Lot Liquors 909 And 911 East Duane Av Sunnyvale,CA 94612	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21587	Merchant Service Agmt	\$0.00
Save - A -Lot 2630 W 38th Ave Denver,CO 80211	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22387	Merchant Service Agmt	\$0.00
Save A Lot 125 S Rancho Sante Fe San Marcos,CA 92069	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21883	Merchant Service Agmt	\$0.00
Save A Lot Chuck Martinez Earth City,MO 63045	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 22307	Merchant Service Agmt	\$0.00
Save On Beer 4753 Northfield Rd Ste 4 North Randall,OH 44128	PayCheck Secure Merchant Service Agreement Effective Date 03/10/2007 Contract Number 22538	Merchant Service Agmt	\$0.00
Save On Cigarettes 28550 Chardon Road Willoughby,OH 44092	PayCheck Secure Merchant Service Agreement Effective Date 03/10/2007 Contract Number 22539	Merchant Service Agmt	\$0.00
Savers Cost Plus Supermar 504 N O Connor Rd Irving,TX 75061	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15048	Merchant Service Agmt	\$0.00
Schulz IGA 656 West Walnut Street Frankfort,IN 46041	PayCheck Secure Merchant Service Agreement Effective Date 06/15/2007 Contract Number 22680	Merchant Service Agmt	\$0.00
Sea of Beads Inc 17569 Glasgow Avenue Lakeville,MN 55044	PayCheck Secure Merchant Service Agreement Effective Date 05/22/2007 Contract Number 22652	Merchant Service Agmt	\$0.00
Sebring Check Cash 7300 E Colfax Ave Denver,CO 80220	PayCheck Secure Merchant Service Agreement Effective Date 10/01/2007 Contract Number 22762	Merchant Service Agmt	\$0.00
Sendmex 4522 E Chapman Ave Orange,CA 92869	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 16812	Merchant Service Agmt	\$0.00
Senorial Market 455 H Street Lincoln,CA 95648	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21105	Merchant Service Agmt	\$0.00
Servicentro 207 N El Camino Real San Clemente,CA 92672	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 21574	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Servicentro 207 N El Camino Real San Clemente,CA 92672	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21574	Merchant Service Agmt	\$0.00
Servicios Hispanos Intern 28856 South Dixie Hwy Homestead,FL 33030	PayCheck Secure Check 21 Agreement Effective Date 03/08/2007 Contract Number 22534	Merchant Service Agmt	\$0.00
Servicios Hispanos Intern 28856 South Dixie Hwy Homestead,FL 33030	PayCheck Secure Merchant Service Agreement Effective Date 03/08/2007 Contract Number 22534	Merchant Service Agmt	\$0.00
Shakoor Enterprises 11451 W Oakland Park Blvd Sunrise,FL 33323	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 21245	Merchant Service Agmt	\$0.00
Shakoor Enterprises 11451 W Oakland Park Blvd Sunrise,FL 33323	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21245	Merchant Service Agmt	\$0.00
Shakoor Petroleum 5000 South US Hwy 1 Fort Pierce,FL 34982	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 21246	Merchant Service Agmt	\$0.00
Shakoor Petroleum 5000 South US Hwy 1 Fort Pierce,FL 34982	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21246	Merchant Service Agmt	\$0.00
Shan Enterprises Inc P O Box C Dickinson,TX 77539	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22437	Merchant Service Agmt	\$0.00
Shan Market 1250 E Jullan St San Jose,CA 95118	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 12991	Merchant Service Agmt	\$0.00
Shaw Sav Mor 12901 Shaw Ave Cleveland,OH 44108	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 16092	Merchant Service Agmt	\$0.00
Shaws R & R Jewelry 10540 Jones Rd Houston,TX 77065	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13315	Merchant Service Agmt	\$0.00
Shell Food Mart 8015 CF Hawn Freeway Dallas, TX 75217	PayCheck Secure Merchant Service Agreement Effective Date 03/02/2007 Contract Number 22529	Merchant Service Agmt	\$0.00
Shell Gas and Subway 9199 Folsom Blvd. Sacramento,CA 95826	PayCheck Secure Check 21 Agreement Effective Date 07/25/2007 Contract Number 22703	Merchant Service Agmt	\$0.00
Shell Gas and Subway 9199 Folsom Blvd. Sacramento,CA 95826	PayCheck Secure Merchant Service Agreement Effective Date 07/25/2007 Contract Number 22703	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Shell Gas Manatee 3612 Cortez Rd West Bradenton,FL 34210	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14411	Merchant Service Agmt	\$0.00
Shell Gas Station 3155 Pleasantdale Rd Tucker,GA 30084	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 12172	Merchant Service Agmt	\$0.00
Shidaal Express 9025 Berkview Ln Spring Valley,CA 91977	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22420	Merchant Service Agmt	\$0.00
Shop Kwik Market 1604 G Street Reedley,CA 93654	PayCheck Secure Merchant Service Agreement Effective Date 02/09/2007 Contract Number 22505	Merchant Service Agmt	\$0.00
Shop Mart 30408 Mt Vernon Rd Princess Ann,MD 21853	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20653	Merchant Service Agmt	\$0.00
Shop N Save Market 1206 W Westfield Porterville,CA 93257	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 22427	Merchant Service Agmt	\$0.00
Shop N Save Market 1206 W Westfield Porterville,CA 93257	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22427	Merchant Service Agmt	\$0.00
Shop Rite Market 5800 Bancroft Ave Oakland,CA 94605	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 11703	Merchant Service Agmt	\$0.00
Shop Rite Supermarket 4606 West 130th St Cleveland,OH 44135	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13199	Merchant Service Agmt	\$0.00
Shop Smart 99 Cent Store 25381 Alicia Pkwy Laguna Hills,CA 92653	PayCheck Secure Merchant Service Agreement Effective Date 11/12/2007 Contract Number 22792	Merchant Service Agmt	\$0.00
Shop Smart 99 25381 Alicia Pkwy Ste V Laguna Hills,CA 92653	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 22328	Merchant Service Agmt	\$0.00
Shoppers Discount Liquors 8017 Liberty Rd Windsor Mill,MD 21244	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15484	Merchant Service Agmt	\$0.00
Shoppers 4600 Forbes Blvd Lanham,MD 20706	PayCheck Secure Merchant Service Agreement Effective Date 04/18/2007 Contract Number 22605	Merchant Service Agmt	\$0.00
Short Stop 10402 Laurel Canyon Blvd Pacoima,CA 91311	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18921	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Short Stop 15400 Nordhoff Street North Hills, Ca 91343 Jonathon Dorsey	Merchant Service Application for BioPay system executed 5/17/05.	Merchant Service Agmt	\$0.00
Silver Express 7705 - A South Tryon St Charlotte,NC 28217	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18105	Merchant Service Agmt	\$0.00
Silver Star Food Store 910 S Cameron St Alice,TX 78332	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20407	Merchant Service Agmt	\$0.00
Silverthorne Liquors PO Box 2105 Silverthorne,CO 80498	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 21457	Merchant Service Agmt	\$0.00
Silverthorne Liquors PO Box 2105 Silverthorne,CO 80498	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21457	Merchant Service Agmt	\$0.00
SKH Food Market 11021 N 19th Ave Phoenix,AZ 85029	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 15335	Merchant Service Agmt	\$0.00
Skidaway Check Cashing 7107 Skidaway Road Savannah,GA 31405	PayCheck Secure Merchant Service Agreement Effective Date 01/25/2007 Contract Number 22478	Merchant Service Agmt	\$0.00
Skippers Choice 4215 Palm Beach Blvd Fort Myers,FL 33905	PayCheck Secure Merchant Service Agreement Effective Date 01/08/2007 Contract Number 12036	Merchant Service Agmt	\$0.00
Skylight Discount Beverag 8257 - 6 Normandy Blvd Jacksonville,FL 32221	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22379	Merchant Service Agmt	\$0.00
Smithys Discount Liquor 1044 S Chales St Baltimore,MD 21230	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 20567	Merchant Service Agmt	\$0.00
Smokers Choice 1424 D Center St New Iberia,LA 70560	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14648	Merchant Service Agmt	\$0.00
Snappy Mart 3415 Mansfield Hwy Ft Worth,TX 76119	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21848	Merchant Service Agmt	\$0.00
South Dixie Chevron 6400 South Dixie Hwy West Plam Beach,FL 33405	PayCheck Secure Merchant Service Agreement Effective Date 04/21/2007 Contract Number 22612	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
South Exchange Inc 100 N Biscayne Blve #805 Miami,FL 33132	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 16016	Merchant Service Agmt	\$0.00
South Exchange Inc 100 N Biscayne Blve #805 Miami,FL 33132	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 16016	Merchant Service Agmt	\$0.00
South Exchange Inc 100 N Biscayne Blve #805 Miami,FL 33132	PayCheck Secure Merchant Service Agreement Effective Date 05/12/2007 Contract Number 22639	Merchant Service Agmt	\$0.00
Southgate Liquor 314 Hospital Drive Glen Burnie,MD 21061	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22405	Merchant Service Agmt	\$0.00
Souza Liquor & Deli 396 12th St Oakland,CA 94612	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 12037	Merchant Service Agmt	\$0.00
Souza Liquor 396 12th Street Oakland, CA 94612 Jonathon Dorsey	Merchant Service Application for BioPay system executed 8/18/01.	Merchant Service Agmt	\$0.00
Speedy Cash #6 111 East Expressway 83 Mission,TX 78572	PayCheck Secure Merchant Service Agreement Effective Date 05/29/2007 Contract Number 22666	Merchant Service Agmt	\$0.00
Speedy Cash #7 1111 N Loop W Ste 700 Houston,TX 77008	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22395	Merchant Service Agmt	\$0.00
Speedy Cash #7 2301 A Airline Drive Houston,TX 77009	PayCheck Secure Merchant Service Agreement Effective Date 05/24/2007 Contract Number 22647	Merchant Service Agmt	\$0.00
Speedy Cash 9618 Fountainblue Blvd Miami,FL 33122	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 21240	Merchant Service Agmt	\$0.00
Speedy Cash 9618 Fountainblue Blvd Miami,FL 33122	PayCheck Secure Check 21 Agreement Effective Date 01/10/2007 Contract Number 22342	Merchant Services	\$0.00
Speedy Cash 9618 Fountainblue Blvd Miami,FL 33122	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 21240	Merchant Service Agmt	\$0.00
Star Pharmacy 704 Pratt Ave Huntsville,AL 35801	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20547	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS  
(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Star Market & Pharmacy 1011 Meridan Street Huntsville,AL 35801	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20433	Merchant Service Agmt	\$0.00
Star Market & Pharmacy 1011 Meridan Street Huntsville,AL 35801	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20433	Merchant Service Agmt Check 21	\$0.00
Star Market 1011 Meridan Street Huntsville,AL 35801	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20546	Merchant Service Agmt	\$0.00
Star Market 1011 Meridan Street Huntsville,AL 35801	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20553	Merchant Service Agmt	\$0.00
Star Market 741 S Cherokee Lane Lodi,CA 95240	PayCheck Secure Merchant Service Agreement Effective Date 04/18/2007 Contract Number 22606	Merchant Service Agmt	\$0.00
Star Money Transfer 5438 International Dr Orland,FL 32819	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22342	Merchant Service Agmt	\$0.00
Star Pharmacy - Hunningto 11220 S Memorial Pkwy Huntsville,AL 35603	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20550	Merchant Service Agmt	\$0.00
Star Pharmacy - Propst 1011 Meridan Street Huntsville,AL 35801	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20551	Merchant Service Agmt	\$0.00
Star Pharmacy 7950 Highway 72 W Madison,AL 35758	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20549	Merchant Service Agmt	\$0.00
State Market 1020 Cecil Ave Delano,CA 93215	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 19375	Merchant Service Agmt	\$0.00
Steve-Al Inc 1204 Centerville Rd Wilmington,DE 19808	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 12574	Merchant Service Agmt	\$0.00
Stewart Market 2021 Stewart Ave Las Vegas,NV 89101	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 17062	Merchant Service Agmt	\$0.00
Stonecrest -Jersey Mikes 7828 Rea Road # A Charlotte,NC 28277	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 19152	Merchant Service Agmt	\$0.00
Stop & Save #1 1406 Overton Rd Dallas,TX 75216	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13724	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Stop & Shop Liquors 3011 Rhode Island Ave Washington,DC 20018	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18971	Merchant Service Agmt	\$0.00
Stop & Shop 2097 Austell Rd Marietta,GA 30008	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14305	Merchant Service Agmt	\$0.00
Stop and Go Convenience 1600 Mechanicsville Pike Richmond,VA 23223	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13374	Merchant Service Agmt	\$0.00
Stop In Market 5710 N 67th Ave Phoenix,AZ 85301	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13866	Merchant Service Agmt	\$0.00
Stop N Go #3 800 Atlantic Shores Blvd Hallandale Beach,FL 33009	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18421	Merchant Service Agmt	\$0.00
Styles By Rite 6100 Belmont Rd Richmond,VA 23832	PayCheck Secure Merchant Service Agreement Effective Date 04/01/2007 Contract Number 12428	Merchant Service Agmt	\$0.00
Subway Liquor 500 K St Washington,DC 20001	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 16720	Merchant Service Agmt	\$0.00
Suitland Market 4708 Suitland Rd Suitland,MD 20746	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 18420	Merchant Service Agmt	\$0.00
Sullys Seafood 5514 Belair Rd Baltimore,MD 21206	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 17872	Merchant Service Agmt	\$0.00
Sultana Foods 1005 Hogan St. Houston,TX 77009	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13016	Merchant Service Agmt	\$0.00
Summit Retailers Store 81 Lincoln St Hampton,VA 23669	PayCheck Secure Merchant Service Agreement Effective Date 01/09/2007 Contract Number 22457	Merchant Service Agmt	\$0.00
Sunflower Food Store 110 North Jerry Clower Yazoo City,MS 39194	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 14561	Merchant Service Agmt	\$0.00
Sunmart Inc P O Box 4456 Houston,TX 77210	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 13139	Merchant Service Agmt	\$0.00
Sunnys Market 449 Broadway Chula Vista,CA 91910	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22325	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Sunnys Market 9820 Broadway Live Oak,CA 95953	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17740	Merchant Service Agmt	\$0.00
Sunnys 204 E Indurstry Dr Oxford,NC 27565	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22426	Merchant Service Agmt	\$0.00
Sunset Liquors 2355 Parker Ave Tracy,CA 95376	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 13075	Merchant Service Agmt	\$0.00
Super Cash 6300 White Horse Rd Greenville,SC 29611	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21416	Merchant Service Agmt	\$0.00
Super Gas & Liquor 2714 Willow Pass Rd Concord,CA 94518	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20863	Merchant Service Agmt	\$0.00
Super King Food Center 6045 N el Dorado St Stockton,CA 95207	PayCheck Secure Merchant Service Agreement Effective Date 10/05/2007 Contract Number 22764	Merchant Service Agmt	\$0.00
Super La Raza 16411 E 14th St San Leandro,CA 94578	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 19974	Merchant Service Agmt	\$0.00
Super La Raza 16411 E 14th St San Leandro,CA 94578	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19974	Merchant Service Agmt	\$0.00
Super Liquors 5605 Baltimore Nat Pike Cantonsville,MD 21228	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19652	Merchant Service Agmt	\$0.00
Super Lo 3327 W Watkins St Memphis,TN 38127	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14328	Merchant Service Agmt	\$0.00
Super Mercado La Amapola 2481 E Main St Stockton,CA 95205	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 16633	Merchant Service Agmt	\$0.00
Super Mercado La Amapola 2481 E Main St Stockton,CA 95205	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 16633	Merchant Service Agmt	\$0.00
Super Mercado Mi Pueblo 2838 International Blvd Oakland,CA 94601	PayCheck Secure Merchant Service Agreement Effective Date 03/17/2007 Contract Number 22545	Merchant Service Agmt	\$0.00
Super Mercado Mi Tierra 7 14340 E 14th Street San Leandro,CA 94578	PayCheck Secure Merchant Service Agreement Effective Date 03/24/2007 Contract Number 22557	Merchant Service Agmt	\$0.00



**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Super Mercado Murphy 4580 University Ave San Diego,CA 92105	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18210	Merchant Service Agmt	\$0.00
Super Mercado Murphy 4580 University Ave San Diego,CA 92105	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19649	Merchant Service Agmt	\$0.00
Super Save Market 1170 23rd St Richmond,CA 94804	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14281	Merchant Service Agmt	\$0.00
Super Saver Liquor 2711 Bennett Ave Dallas,TX 75206	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17249	Merchant Service Agmt	\$0.00
Super Stop Food Mart 7303 Preston Hwy Louisville,KY 40219	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18989	Merchant Service Agmt	\$0.00
Super Stop Hallandale Inc 3151 W Hallandale Beach Hallandale,FL 33009	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 17981	Merchant Service Agmt	\$0.00
Super Stop Hallandale Inc 3151 W Hallandale Beach Hallandale,FL 33009	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17981	Merchant Service Agmt	\$0.00
Super Super Market 712 1st Ave Elizabeth,NJ 7202	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 12618	Merchant Service Agmt	\$0.00
Super Tax USA 3352 Lake Worth Road Lake Worth,FL 33461	PayCheck Secure Check 21 Agreement Effective Date 01/28/2007 Contract Number 22485	Merchant Service Agmt	\$0.00
Super Tax USA 3352 Lake Worth Road Lake Worth,FL 33461	PayCheck Secure Merchant Service Agreement Effective Date 01/28/2007 Contract Number 22485	Merchant Service Agmt	\$0.00
Superking Food Center 2 8626 Lower Sacramento Rd. Stockton,CA 95210	PayCheck Secure Merchant Service Agreement Effective Date 10/05/2007 Contract Number 22765	Merchant Service Agmt	\$0.00
Supermax 11270 Merritt St Ste C Castroville,CA 95012	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20565	Merchant Service Agmt	\$0.00
Supermercado Cortes 3933 52nd St Kenosha,WI 53144	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21382	Merchant Service Agmt	\$0.00
Supermercado de Las Amer 1179 Navajo Street Salt Lake City,UT 84104	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20258	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Supermercado El Guero 30 N Root Street Aurora,IL 60505	PayCheck Secure Merchant Service Agreement Effective Date 05/04/2007 Contract Number 22628	Merchant Service Agmt	\$0.00
Supermercado Gonzalez 2015 Grand Ave Waukegan,IL 60085	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17142	Merchant Service Agmt	\$0.00
Supermercado Mi Tierra #1 1470 High St Oakland,CA 94601	PayCheck Secure Merchant Service Agreement Effective Date 01/12/2007 Contract Number 22460	Merchant Service Agmt	\$0.00
Supermercado Mi Tierra #2 2758 Fruitvale Ave Oakland,CA 94601	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22415	Merchant Service Agmt	\$0.00
Supermercado Mi Tierra #3 9520 International Blvd Oakland,CA 94603	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22413	Merchant Service Agmt	\$0.00
Supermercado Mi Tierra #5 9509 International Blvd Oakland,CA 94603	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22414	Merchant Service Agmt	\$0.00
Supermercado Mi Tierra #6 175 Belvee St San Rafael,CA 94901	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22416	Merchant Service Agmt	\$0.00
Superstar Wine & Spirits 3251 Deans Bridge Rd Augusta,GA 30906	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17082	Merchant Service Agmt	\$0.00
Superstop 2429 Hwy 29 Suite D Lawrenceville,GA 30044	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 11417	Merchant Service Agmt	\$0.00
Surfside Store 2098 Centerville Rd Anderson,SC 29625	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19230	Merchant Service Agmt	\$0.00
Sylvan Liquors 820 East El Camino Real Mountainview,CA 94040	PayCheck Secure Merchant Service Agreement Effective Date 04/14/2007 Contract Number 22600	Merchant Service Agmt	\$0.00
Sylvias Liquor 1818 Benning Rd NE Washington,DC 20002	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14250	Merchant Service Agmt	\$0.00
T & Y Market 2835 Norwood Ave Sacramento,CA 95815	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 12170	Merchant Service Agmt	\$0.00
Tadmire Food Mart 2988 Gillsville Hwy Gainesville,GA 30507	PayCheck Secure Check 21 Agreement Effective Date 10/07/2007 Contract Number 22749	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Tadmores Food Mart 2988 Gillsville Hwy Gainesville,GA 30507	PayCheck Secure Merchant Service Agreement Effective Date 10/07/2007 Contract Number 22749	Merchant Service Agmt	\$0.00
Tallent Liquor 1401 W Broward Blvd Ft Lauderdale,FL 33312	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14826	Merchant Service Agmt	\$0.00
Tammys Jewelry 2315 - A El Camino Real Redwood City,CA 94063	PayCheck Secure Merchant Service Agreement Effective Date 03/24/2007 Contract Number 22555	Merchant Service Agmt	\$0.00
Tanya's Mercado Latino 7716 Lee Highway Falls Church,VA 22042	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22729	Merchant Service Agmt	\$0.00
Telemax Communications 5935 S Norcross Tucker Ro Norcross,GA 30093	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 20052	Merchant Service Agmt	\$0.00
Telemax Communications 5935 S Norcross Tucker Ro Norcross,GA 30093	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20052	Merchant Service Agmt	\$0.00
Terrys Supermarket - Fox 1019 Fox Avenue Lewisville,TX 75067	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17387	Merchant Service Agmt	\$0.00
Terrys Supermarket 160 Central Grande Grand Prairie,TX 75050	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17286	Merchant Service Agmt	\$0.00
Terrys Supermkt - Hemphil 3900 Hemphil Fort Worth,TX 75150	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17385	Merchant Service Agmt	\$0.00
Terrys Supermkt - N Belt 1423 N Beltline RD Irving,TX 75061	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17386	Merchant Service Agmt	\$0.00
Terrys Supermkt - N River 2005 North Riverside Fort Worth,TX 76111	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17382	Merchant Service Agmt	\$0.00
Terrys Supermkt - W Park 100 Western Park Village Dallas,TX 75211	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17383	Merchant Service Agmt	\$0.00
Texaco Food Mart 11216 Washington Hwy Glen Allen,VA 23059	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 16847	Merchant Service Agmt	\$0.00
Texas Ready Cash L L C 2000 FM 157 Suite 116 Mansfield,TX 76063	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 22434	Merchant Service Agmt	\$0.00

**Schedule 2.1.1**

**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**

**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Texas Ready Cash L L C 2000 FM 157 Suite 116 Mansfield,TX 76063	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22434	Merchant Service Agmt Check 21	\$0.00
The Bigg Chill 10850 W Olympic Blvd Los Angeles,CA 90064	PayCheck Secure Merchant Service Agreement Effective Date 01/01/2007 Contract Number 20044	Merchant Service Agmt	\$0.00
The Central Discount 3804 Dauphin Island Pkwy Mobile,AL 36605	PayCheck Secure Check 21 Agreement Effective Date 01/14/2007 Contract Number 22469	Merchant Service Agmt Check 21	\$0.00
The Central Discount 3804 Dauphin Island Pkwy Mobile,AL 36605	PayCheck Secure Merchant Service Agreement Effective Date 01/14/2007 Contract Number 22469	Merchant Service Agmt Check 21	\$0.00
The Check Casher of Tampa 7613 E Causeway Blvd Tampa,FL 33619	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15560	Merchant Service Agmt Check 21	\$0.00
The Gold Gallery 243 Canal St Luling,LA 70070	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21509	Merchant Service Agmt Check 21	\$0.00
The Howdy Variety Store 1400 Derry St Harrisburg,PA 17104	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 13725	Merchant Service Agmt Check 21	\$0.00
The Market at Highland 3801 Eastern Avenue Baltimore,MD 21224	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22366	Merchant Service Agmt Check 21	\$0.00
The Money Depot 5205 Windsornill Rd Baltimore,MD 21207	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14830	Merchant Service Agmt Check 21	\$0.00
The Old Ice House 310 W International Speed Daytona Beach,FL 32114	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 20791	Merchant Service Agmt Check 21	\$0.00
The Place 8316 Telegraph Road Odenton,MD 21113	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22716	Merchant Service Agmt Check 21	\$0.00
The Smoke Shop 1809 Solano Street Corning,CA 96021	PayCheck Secure Merchant Service Agreement Effective Date 04/01/2007 Contract Number 22709	Merchant Service Agmt Check 21	\$0.00
The World Money Exchange 1631 Collins Ave Miami Beach,FL 33139	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 21254	Merchant Service Agmt Check 21	\$0.00
The World Money Exchange 1631 Collins Ave Miami Beach,FL 33139	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21254	Merchant Service Agmt Check 21	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
The World Money Exchange 1631 Collins Ave. Miami Beach, FL. 33139 Edgard Velazquez	Merchant Service Application for BioPay system executed 4/4/06.	Merchant Service Agmt	\$0.00
Three Amigos Food Store 3704 Decatur Ave Fort Worth, TX 76105	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15672	Merchant Service Agmt Check 21	\$0.00
Tienda La Mexicana 217 N 15th Street Immokalee, FL 34142	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18283	Merchant Service Agmt Check 21	\$0.00
Tiger Market 200 West Hill St Richmond, VA 23220	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15303	Merchant Service Agmt Check 21	\$0.00
Tiger Mart 48 2142 Trishia Ln Glenn Heights, TX 75154	PayCheck Secure Merchant Service Agreement Effective Date 12/30/2006 Contract Number 22452	Merchant Service Agmt Check 21	\$0.00
Tobacco Plus 1921 Highway 101 S Greer, SC 29651	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 22433	Merchant Service Agmt Check 21	\$0.00
Tobacco Plus 1921 Highway 101 S Greer, SC 29651	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22433	Merchant Service Agmt Check 21	\$0.00
Tobacco World 143 Wooster Rd N Barberton, OH 44203	PayCheck Secure Merchant Service Agreement Effective Date 06/11/2007 Contract Number 22668	Merchant Service Agmt Check 21	\$0.00
Tobys Customer Service 10335 Laurel Canyon Blvd Pacoima, CA 91331	PayCheck Secure Merchant Service Agreement Effective Date 02/23/2007 Contract Number 22511	Merchant Service Agmt Check 21	\$0.00
Today Discount Food Mart 8405 Park Ln Dallas, TX 75231	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15067	Merchant Service Agmt Check 21	\$0.00
Todos Hispanic Supermarke 14428 Jefferson Davis Hwy Woodbridge, VA 22191	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15733	Merchant Service Agmt Check 21	\$0.00
Todos Hispanic Supermarkt 14428 Jefferson Davis Hwy Woodbridge, VA 22191	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18643	Merchant Service Agmt Check 21	\$0.00
Tokay Food & Liquors 548 South Sac Street Lodi, CA 95240	PayCheck Secure Merchant Service Agreement Effective Date 07/11/2007 Contract Number 22688	Merchant Service Agmt Check 21	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Toledos Market 1341 Fulton Ave Sacramento,CA 95825	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17041	Merchant Service Agmt Check 21	\$0.00
TOLT Services Group 8350 S Kyrene Rd Ste 104 Tempe,AZ 85284	PayCheck Secure Merchant Service Agreement Effective Date 03/28/2007 Contract Number 22564	Merchant Service Agmt Check 21	\$0.00
Tonys Check Cashing 3120 E Main St Stockton,CA 95205	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15181	Merchant Service Agmt Check 21	\$0.00
Tonys Liquor 12637 Laurel Bowie Rd Laurel,MD 20708	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 16133	Merchant Service Agmt Check 21	\$0.00
Tonys Market 3714 -A Mechanicsville Tp Richmond,VA 23223	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 22320	Merchant Service Agmt Check 21	\$0.00
Top Value Supermarket 4500 N W 183 St Miami, FL 33053	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17129	Merchant Service Agmt Check 21	\$0.00
Torino Market 4830 3rd St San Francisco,CA 94124	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21244	Merchant Service Agmt Check 21	\$0.00
Tortilleria & Paleteria 1718 North Goldenrod Rd Orlando,FL 32807	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19783	Merchant Service Agmt Check 21	\$0.00
Tortilleria La Mexicana#1 7085 S Orange Blossom Tri Apopka,FL 32703	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19726	Merchant Service Agmt Check 21	\$0.00
Town and Country Liquors 16211 E 14th Street San Leandro,CA 94578	PayCheck Secure Merchant Service Agreement Effective Date 02/25/2007 Contract Number 22518	Merchant Service Agmt Check 21	\$0.00
Tracy Liquors 1220 W 11th St Tracy,CA 95376	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21771	Merchant Service Agmt Check 21	\$0.00
Transamerica Store 3411 Universtiy Dr Durham,NC 27707	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 17044	Merchant Service Agmt Check 21	\$0.00
Transamerica Store 3411 Universtiy Dr Durham,NC 27707	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17044	Merchant Service Agmt Check 21	\$0.00
Tresierras Market 1160 N Maclay Ave #200 San Fernando,CA 91340	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15622	Merchant Service Agmt Check 21	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Triangle Liquors 1409 Richie Malboro Rd Capital Heights,MD 20743	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17178	Merchant Service Agmt Check 21	\$0.00
Tricolor #2 40919 Fremont Blvd #19 Fremont,CA 94538	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 22465	Merchant Service Agmt Check 21	\$0.00
Tu Mundo Latino Supermark 577 Deltona Blvd Deltona,FL 32725	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 19925	Merchant Service Agmt Check 21	\$0.00
Tu Mundo Latino Supermark 577 Deltona Blvd Deltona,FL 32725	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19925	Merchant Service Agmt Check 21	\$0.00
Two Guys Package Store 5420 Peachtree Ind Blvd Chamblee,GA 30341	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19674	Merchant Service Agmt Check 21	\$0.00
Two Guys Package Store 5420 Peachtree Industrial Chamblee,GA 30341	PayCheck Secure Merchant Service Agreement Effective Date 11/13/2007 Contract Number 22790	Merchant Service Agmt Check 21	\$0.00
U - Save 8646 S Menkocino Ave Parlier,CA 93648	PayCheck Secure Merchant Service Agreement Effective Date 03/07/2007 Contract Number 22532	Merchant Service Agmt Check 21	\$0.00
U -I Market 8119 Alondra Blvd Paramont,CA 90723	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20586	Merchant Service Agmt Check 21	\$0.00
U S A Check Cashing 949 S Winchester Blvd San Jose,CA 95125	PayCheck Secure Merchant Service Agreement Effective Date 05/06/2007 Contract Number 22631	Merchant Service Agmt Check 21	\$0.00
U S A Check Express P O Box 5151 Marietta,GA 30061	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17045	Merchant Service Agmt Check 21	\$0.00
United 500 268 E Myers Blvd Mascotte,FL 34753	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 22430	Merchant Service Agmt Check 21	\$0.00
United 500 268 E Myers Blvd Mascotte,FL 34753	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22430	Merchant Service Agmt Check 21	\$0.00
United Check Cash Clovis 111 W Bullard Suite 102 Clovis,CA 93612	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 12006	Merchant Service Agmt Check 21	\$0.00
United Package Liquors 6350 Rucker Rd Suite 105 Indianapolis,IN 46220	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19218	Merchant Service Agmt Check 21	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
Universal Check Cashing 1300 East Cheltenham Ave Philadelphia,PA 19124	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 11863	Merchant Service Agmt Check 21	\$0.00
Universal Express 3666 Shallowford Rd Doraville,GA 30340	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 13694	Merchant Service Agmt Check 21	\$0.00
Upper Darby Check Cashing 7505 West Chester Pike Upper Darby,PA 19082	PayCheck Secure Merchant Service Agreement Effective Date 02/02/2007 Contract Number 22497	Merchant Service Agmt Check 21	\$0.00
Urbinas Express 18472 Colima Rd Ste 210 Rowland Heights,CA 91748	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 20845	Merchant Service Agmt Check 21	\$0.00
Urbinas Express 18472 Colima Rd Ste 210 Rowland Heights,CA 91748	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20845	Merchant Service Agmt Check 21	\$0.00
USA International Acct 6141 SW 8th St Miami,FL 33144	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 20779	Merchant Service Agmt Check 21	\$0.00
USA International Acct 6141 SW 8th St Miami,FL 33144	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20779	Merchant Service Agmt Check 21	\$0.00
USA Liquors 1626 N Cedar Ave Fresno,CA 93703	PayCheck Secure Merchant Service Agreement Effective Date 04/07/2007 Contract Number 22575	Merchant Service Agmt Check 21	\$0.00
Utility Bill Payment Syst 8061 Florin Rd Sacramento,CA 95828	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 17732	Merchant Service Agmt Check 21	\$0.00
UTS Corp. 1801 Columbia Road NW Washington,DC 20009	PayCheck Secure Merchant Service Agreement Effective Date 09/07/2007 Contract Number 22727	Merchant Service Agmt Check 21	\$0.00
Valadez Jewelers 10 Plaza Cit Patterson,CA 95363	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21366	Merchant Service Agmt Check 21	\$0.00
Valadez Jewelers 6445 3rd Street Riverp,CA 95367	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21446	Merchant Service Agmt Check 21	\$0.00
Valencias Meat 8040 Greenback Ln Ste B-C Citrus Heights,CA 95610	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 18168	Merchant Service Agmt Check 21	\$0.00
Valero Food Mart 102 Brightwood Terrace Yorktown,VA 23690	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22432	Merchant Service Agmt Check 21	\$0.00



**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

<b>CONTRACT PARTY</b>	<b>DESCRIPTION</b>	<b>TYPE</b>	<b>CURE AMOUNT</b>
Vallarta Supermarkets #10 12979 Arroyo St San Fernando,CA 91340	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14600	Merchant Service Agmt Check 21	\$0.00
Vallarta Supermarkets 12351 Mariposa Rd Victorville,CA 92392	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22408	Merchant Service Agmt Check 21	\$0.00
Vallarta Supermarkets 1840 Cecil Ave Delano,CA 93215	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22410	Merchant Service Agmt Check 21	\$0.00
Vallarta Supermarkets 5951 Niles Street Bakersfield,CA 93306	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 22409	Merchant Service Agmt Check 21	\$0.00
Valley Food Super Center 15057 W Whitesbridge Rd Kerman,CA 93630	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 19387	Merchant Service Agmt Check 21	\$0.00
Via Al Exito 1726 Woolco Way Orlando,FL 32822	PayCheck Secure Check 21 Agreement Effective Date 01/11/2007 Contract Number 20463	Merchant Service Agmt Check 21	\$0.00
Via Al Exito 1726 Woolco Way Orlando,FL 32822	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20463	Merchant Service Agmt Check 21	\$0.00
Video Loco 132 North B Street San Mateo,CA 94401	PayCheck Secure Merchant Service Agreement Effective Date 04/11/2007 Contract Number 22580	Merchant Service Agmt Check 21	\$0.00
Videos El Mariachi 1302 Lake Ave Lake Worth,FL 33460	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 20431	Merchant Service Agmt Check 21	\$0.00
Videos Galore & More 9110 Rothbury Dr Gaithersburg,MD 20886	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 14436	Merchant Service Agmt Check 21	\$0.00
Vineyard Check Cashing 5185 South Cobb Dr Smyrna,GA 30080	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21368	Merchant Service Agmt Check 21	\$0.00
Viva Market 1632 E Valley Parkway Escondido,CA 92027	PayCheck Secure Merchant Service Agreement Effective Date 12/28/2006 Contract Number 22453	Merchant Service Agmt Check 21	\$0.00
Vumm International 300 S Raymond Ave Ste 24 Pasadena,CA 91105	PayCheck Secure Merchant Service Agreement Effective Date 01/10/2007 Contract Number 12788	Merchant Service Agmt Check 21	\$0.00
W & S Global Enterprises 2013 Venice Blvd Los Angeles,CA 90006	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 21800	Merchant Service Agmt Check 21	\$0.00

**Schedule 2.1.1**  
**SCHEDULE OF ASSIGNED CONTRACTS AND CURE AMOUNTS**  
**(Part 2 of 2 Confidential Customer Contracts)**

CONTRACT PARTY	DESCRIPTION	TYPE	CURE AMOUNT
W E Willis Package Store P.O. Box 917 Travelers Rest,SC 29690	PayCheck Secure Merchant Service Agreement Effective Date 01/11/2007 Contract Number 15370	Merchant Service Agmt Check 21	\$0.00
Wallis Oil Company Inc 106 East Washington Cuba,MO 65453	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 21860	Merchant Service Agmt Check 21	\$0.00
Wallis Oil Company Inc 106 East Washington Cuba,MO 65453	PayCheck Secure Merchant Service Agreement Effective Date 01/16/2007 Contract Number 21861	Merchant Service Agmt Check 21	\$0.00

### SCHEDULE 3.1.1

#### Transferred Employees

George	Rice
Paul	Tselepis
Keith	Fronczek
Sudan	Bey
Cinthia	McLaughlin
John	Gomez
Leslie	Farhood
Omar	Zelaya
Holly	Chen
John	McNally
Sujay	Rao
Taylor	Boon
Jim	Nadal
Karen	Tuttle
Leslie	Connelly
George	Geise
Karl	Erny
Mel	Ochoco
Vince	Torres

**SCHEDULE 4.2**

**Allocation of Purchase Price**

[To be agreed upon by parties at or following Closing.]

## **SCHEDULE 6.2.3**

### **Third Party Approvals**

Whorl, LLC (fka BioPay, LLC) has claimed a Lien on the stock in PBTCR owned by Solidus, and has asserted that, as a result of rights allegedly held pursuant to a Pledge Agreement with Solidus, Whorl holds the sole right to vote the stock of PBTCR. Whorl has filed a motion to dismiss the bankruptcy case of PBTCR on the grounds, among others, that PBTCR was not authorized to file a petition under the Bankruptcy Code as a consequence of Whorl's alleged rights to vote the stock of PBTCR. If the Bankruptcy Court grants Whorl's motion to dismiss the bankruptcy case of PBTCR, the Bankruptcy Court will not have authority to direct the transfer of the assets held by PBTCR pursuant to this Agreement.

## ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is made and entered into as of \_\_\_\_\_, 2008 (the "*Effective Date*"), by and among Pay By Touch Check Cashing, Inc., a Delaware corporation, and Pay By Touch Checking Resources, Inc., a Delaware corporation (collectively, "*Assignors*") and \_\_\_\_\_ ("*Assignee*").

## RECITALS

Assignors and Assignee are parties to that certain Asset Sale and Purchase Agreement dated as of the date of this Assumption Agreement (the "*Purchase Agreement*"), pursuant to which Assignee has agreed to acquire from Assignors the Acquired Assets (as defined in the Purchase Agreement) as of the Effective Date. Pursuant to the Purchase Agreement, Assignors have agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume the Assumed Liabilities (as defined in the Purchase Agreement) as of the Effective Date, as set forth in the Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

## AGREEMENT

The parties, intending to be legally bound, agree as follows:

**1. Assignment and Assumption.** Effective as of the Effective Date, Assignors hereby assign, sell, transfer and set over (collectively, the "*Assignment*") to Assignee all of the Assumed Liabilities. As of the Effective Date, Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge when due all of the Assumed Liabilities to be observed, performed, paid or discharged from and after the Effective Date. Assignee assumes no liabilities other than the Assumed Liabilities, and the parties agree that all liabilities other than the Assumed Liabilities shall remain the sole responsibility of Assignors.

**2. Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to Assignors' representations, warranties, covenants and agreements relating to the Assumed Liabilities and other liabilities, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

**3. Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assumption Agreement.

**4. Miscellaneous.** This Assumption Agreement shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to principles of conflict of laws. This Assumption Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. This Assumption

Agreement may not be amended or modified except by an instrument in writing signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Assumption Agreement as of the date first above written.

**ASSIGNORS:**

**PAY BY TOUCH CHECK CASHING, INC.**

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**PAY BY TOUCH CHECKING RESOURCES, INC.**

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

**[NAME]**

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE ("Bill of Sale") is being executed and delivered as of \_\_\_\_\_, 2008 (the "Effective Date"), by Pay By Touch Check Cashing, Inc., a Delaware corporation, and Pay By Touch Checking Resources, Inc., a Delaware corporation (collectively, "Sellers"), to and for the benefit of \_\_\_\_\_ ("Purchaser").

RECITAL

Purchaser and Sellers have entered into that certain Asset Sale and Purchase Agreement dated as of \_\_\_\_\_, 2008 (as the same may from time to time be amended, modified, supplemented or restated, the "Purchase Agreement"). Capitalized terms used but not defined in this Bill of Sale are defined in the Purchase Agreement.

AGREEMENT

Sellers, intending to be legally bound, agrees as follows:

- 1. Sellers hereby sell, transfer, assign, convey and deliver to Purchaser all Acquired Assets, including all of Sellers' rights, titles and interests in, relating to and under the Acquired Assets, as of the Effective Date.
- 2. This Bill of Sale shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to conflict of laws principles.
- 3. This Bill of Sale and all of the provisions hereof shall be binding upon Sellers and inure to the benefit of Purchaser and its successors and assigns.
- 4. Nothing contained in this Bill of Sale shall be deemed to limit any right or obligation of Purchaser under the Purchase Agreement.

IN WITNESS WHEREOF, Sellers have executed this General Assignment and Bill of Sale as of the date first written above.

PAY BY TOUCH CHECK CASHING, INC.

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

PAY BY TOUCH CHECKING RESOURCES, INC.

Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**PAY BY CHECK CASHING, INC.  
AND  
PAY BY TOUCH CHECKING RESOURCES, INC.**

**DISCLOSURE SCHEDULES**

**February 22, 2008**

These Disclosure Schedules are delivered in connection with that certain Asset Sale and Purchase Agreement dated as of February 22, 2008 (the "Agreement") by and between (i) Phoenix Check Cashing, Inc. and (ii) Pay By Touch Check Cashing, Inc., a Delaware corporation, and Pay By Touch Checking Resources, Inc., a Delaware corporation. Capitalized terms used but not defined herein shall have the same meanings given them in the Agreement.

No reference to or disclosure of any item or other matter in these Disclosure Schedules shall be construed as an admission or indication that such item or other matter is material. With respect to any third party claims, no disclosure in these Disclosure Schedules relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. References to any document do not purport to be complete and are qualified in their entirety by the document itself. The bold-faced headings contained in these Disclosure Schedules are included for convenience only, and are not intended to limit the effect of the disclosures contained in this Schedule or to expand the scope of the information required to be disclosed in these Disclosure Schedules.

## **SCHEDULE 5.1.1**

### **Organization and Good Standing**

Monroe Parkway, LLC has asserted that the Sellers have no interest in the Lease, dated as of December 1, 1998, for 580 Herndon Parkway, Suite 100, Herndon, Virginia (as amended, the "Herndon Lease"), where some of the Business currently is conducted. The Herndon Lease is not a Transferred Contract, and the Sellers make no representation regarding the ability of Purchaser to operate at such location.

### **SCHEDULE 5.1.3**

#### **Consents and Approvals**

Whorl, LLC (fka BioPay, LLC) has claimed a Lien on the stock in PBTCR owned by Solidus, and has asserted that, as a result of rights allegedly held pursuant to a Pledge Agreement with Solidus, Whorl holds the sole right to vote the stock of PBTCR. Whorl has filed a motion to dismiss the bankruptcy case of PBTCR on the grounds, among others, that PBTCR was not authorized to file a petition under the Bankruptcy Code as a consequence of Whorl's alleged rights to vote the stock of PBTCR. If the Bankruptcy Court grants Whorl's motion to dismiss the bankruptcy case of PBTCR, the Bankruptcy Court will not have authority to direct the transfer of the assets held by PBTCR pursuant to this Agreement.

## **SCHEDULE 5.1.5.A**

### **Title to Personal Property**

Whorl, LLC (fka BioPay, LLC) has claimed a Lien on the stock in PBTCR owned by Solidus, and has asserted that, as a result of rights allegedly held pursuant to a Pledge Agreement with Solidus, Whorl holds the sole right to vote the stock of PBTCR. Whorl has filed a motion to dismiss the bankruptcy case of PBTCR on the grounds, among others, that PBTCR was not authorized to file a petition under the Bankruptcy Code as a consequence of Whorl's alleged rights to vote the stock of PBTCR. If the Bankruptcy Court grants Whorl's motion to dismiss the bankruptcy case of PBTCR, the Bankruptcy Court will not have authority to direct the transfer of the assets held by PBTCR pursuant to this Agreement.

## **SCHEDULE 5.1.6**

### **Litigation**

Whorl, LLC (fka BioPay, LLC) has claimed a Lien on the stock in PBTCR owned by Solidus, and has asserted that, as a result of rights allegedly held pursuant to a Pledge Agreement with Solidus, Whorl holds the sole right to vote the stock of PBTCR. Whorl has filed a motion to dismiss the bankruptcy case of PBTCR on the grounds, among others, that PBTCR was not authorized to file a petition under the Bankruptcy Code as a consequence of Whorl's alleged rights to vote the stock of PBTCR. If the Bankruptcy Court grants Whorl's motion to dismiss the bankruptcy case of PBTCR, the Bankruptcy Court will not have authority to direct the transfer of the assets held by PBTCR pursuant to this Agreement.

## Intellectual Property

## (1) Registered and Pending Owned Intellectual Property

Prev. Ref.	Country	Title	Status	Pat./Pub. No.	Issue/Pub Date	Stage	App. No.	Filing Date	Main Concept	Field
U003	United States	System and Method for Biometric Authorization for Check Cashing	Issued Patent	6,957,770	10/25/05	Patent	10/142,687	5/10/02	Financial Transactions	Check-Cashing
U029	United States	A System and Method for Depositing Negotiable Instruments	Received OA (6/25/07)			App.	11/034,051	1/13/05	Financial Transactions	Check-Cashing
U032	United States	A System and Method for Biological Authorization for Check Cashing	Received OA (10/10/07)			App.	11/187,835	7/25/05	Financial Transactions	Check-Cashing
U037	United States	System and Method for Negotiable Instrument Cashing Fee Setup by Type	Filed			App.	11/232,878	9/23/05	Financial Transactions	Check-Cashing

Prev. Ref.	Country	Title	Status	Pat./Pub. No.	Issue/Pub Date	Stage	App. No.	Filing Date	Main Concept	Field
U041	United States	System and Method for Negotiable Instrument Cashing Transaction Assistance Procedures	Response to OA (11/1/07)			App.	10/217,303	9/2/05	Financial Transactions	Check-Cashing
U043	United States	A System and Method for Advertising Based Upon a Negotiable Instrument Presented for Cashing	Filed			App.	11/252,744	10/19/05	Incentives	Check-Cashing

Country	Mark	Type	Status	Reg. No.	Reg. Date	App. No.	Filing Date	Class	Goods and Services	Owner
United States	PAYCHECK SECURE	text	Reg.	2745312	07/29/2003	78134400	07/03/2001	36	Electronic payment services, namely, providing electronic transmission and processing of financial transactions between consumers and merchants by means of biometric-based identity verification and transaction authorization, wherein individuals are identified within on-line databases that link their financial or loyalty/reward accounts with their biometric data	Pay By Touch Checking Resources

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Country	Mark	Type	Status	Reg. No.	Reg. Date	App. No.	Filing Date	Class	Goods and Services	Owner
United States	PAYCHECK SECUREPLUS	text	Reg.	2745316	07/29/2003	78134427	06/10/2002	36	Electronic payment services, namely, providing electronic transmission and processing of financial transactions between consumers and merchants by means of biometric-based identity verification and transaction authorization, wherein individuals are identified within on-line databases that link their financial or loyalty/reward accounts with their biometric data	Pay By Touch Checking Resources

Title	Reg. No.	Class	Reg. Date	Claimant
Paycheck secure (BVS) 7.1.	TX-6-113-432	Prev. reg. 2003, TXu 1-145-293.	11/01/2004	BioPay, LLC
Paycheck secure (BVS) 7.2.	TX-6-159-590	NEW MATTER: revisions & additions to computer program.	04/05/2005	BioPay, LLC
Paycheck secure (BVS) 7.3.	TX-6-335-619	NEW MATTER: revisions & additions to computer program.	01/03/2006	BioPay, LLC
Paycheck secure (BVS) 7.4.	TX-6-337-220	NEW MATTER: revisions & additions to computer program.	01/03/2006	BioPay, LLC

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Title	Reg. No	Class	Reg. Date	Claimant
Paycheck secure (BVS)	TXu-1-145-293	Computer program.	07/24/2003	BioPay, LLC
Paycheck secure (BVS) 8.0		Computer program.		
Paycheck secure (BVS) 8.1		Computer program.		

**Domain Names:**

www.paychecksecure.com  
www.payrollcheckcashing.com

(2) Following is a list of Owned Intellectual Property included in the Acquired Assets licensed from other sources:

*Paycheck Secure 3<sup>rd</sup> Party Client Components*

Item Supplier	Description	License
ArcaFDLL	SDK for Cash Dispenser	Commercial (hardware driver)
MSPOS USB	Cash Drawer SDK	Commercial (hardware driver)
DBarcode Pro DSX	Barcode Printing Library	Commercial (Run-time royalty free)
FDF Toolkit Adobe	PDF Manipulation Library	Free, closed source, royalty free redistribution
paintlib Ulrich von Zadow	Image Conversion Library	Free, Open Source, attribution required
Morphokit SDK Sagem	Fingerprint acquisition and matching	Commercial. Run-time license per machine (enforced by dongle)
Scanshell IDScan	ID Scanner SDK	Commercial (hardware driver)
SEE4C Marshallsoft Computing	SMTP Email Library	Commercial. (Run-time royalty free)
Xerces-C++ Apache Software Foundation	XML Parsing API	Apache Software License (Free, Open Source, Attribution Required)
ZipArchive artPOL Software	File Compression API	Commercial (Run-time royalty free)

*Paycheck Secure 3<sup>rd</sup> Party Server Components*

Item Supplier	Description	License
JDOM Jason Hunter	Java XML Parsing API	JDOM License (Apache-style Open Source License)
Bouncy Castle Crypto Provider Bouncycastle.org	Cryptographic API	Public Domain License <a href="http://www.bouncycastle.org/licence.html">http://www.bouncycastle.org/licence.html</a>
Log4j Apache Software Foundation	Logging API	Apache Software License (Free, Open Source, Attribution not required, since not redistributed)
Ostermiller Utilities Stephen Ostermiller	Simple Java Utilities	GPL

*Paycheck Secure Server Application Infrastructure*

Item Supplier	Description	License
Apache Tomcat Apache Software Foundation	Java Servlet Container	Apache Software License (Free, Open Source, Attribution not required, since not

Item Supplier	Description	License
		redistributed)
Oracle 10g Oracle	RDBMS	Commercial
Sun JDK 1.4.2 Sun	Java runtime & SDK	Java EULA
Sun Java Advanced Imaging Sun	Image Manipulation API	JAI EULA

***Image Servers Components***

Item Supplier	Description	License
gsoap-win32-2.4	SOAP library	Modified Mozilla Public License 1.1
log4cpp-0.3.4b	Logging	GNU Lesser General Public License
oraocci10	data access to Oracle	Commercial

***Finger Servers Components***

Item Supplier	Description	License
gsoap-win32-2.4	SOAP library	Modified Mozilla Public License 1.1
log4cpp-0.3.4b	Logging	GNU Lesser General Public License
sagem MorphoSoft	fingerprint template functions	Commercial. Run-time license per machine (enforced by dongle)
oraocci10	data access to Oracle	Commercial

***Production File Feed Components***

Item Supplier	Description	License
python	scripting language	Python License
cx_Oracle 4.1	data access to Oracle	Free, Open Source, original copyright notice in software

***Production Monitoring Software Components***

Item Supplier	Description	License
log4cpp-0.3.4b	Logging	GNU Lesser General Public License
SEE4C	email library	Commercial. (Run-time royalty free)
WSC4C	serial library	Commercial. (Run-time royalty free)

**Customer Service Utilities Components**

Item Supplier	Description	License
cx_Oracle 4.1	data access to Oracle	Free, Open Source, original copyright notice in software
PythonMagick 0.7	image manipulation	Modified BSD
PyXML	XML Library	Python License
twisted	network library	MIT license
python	scripting language	Python License
PyDO 2.0	Object-Relational Mapper	GNU Public License
Nevow 0.4.1	Web server, middleware	MIT license

**Miscellaneous Development Tools**

Item Supplier	Description	License
CVS	Version Control	GNU Public License
Roundup	Defect tracking	Python Software Foundation License
Python	Tools and scripts	Python License
	C++ Development	
MSVC++ 6.0	Environment	Commercial
	Python/ava Dev	
Eclipse 3.1	environment	Eclipse Public License
Oracle 10g	Database	Commercial

The Sellers are also parties to the following agreements related to intellectual property rights:

Name of Document	Party 1	Party 2	Date
Agreement	First American Electronic; Payment Solutions/EFT Network Inc.	BioPay LLC	Jun-05
General Consulting Agreement	IMC	BioPay LLC	not signed
MICRImage Reseller Agreement	MAGTEK	BioPay LLC	11/2/2001
Purchase & Maintenance Agreement	Sharp Communication Services Inc	BioPay LLC	10/21/2005
Service Agreement	AT&T	BioPay LLC	3/22/2006
Service Agreement	Transaction Network Services Inc	BioPay LLC	4/20/2005
Agreement	iStream Imaging		

Whorl, LLC (fka BioPay, LLC) has claimed a Lien on the stock in PBTCR owned by Solidus, and has asserted that, as a result of rights allegedly held pursuant to a Pledge Agreement with Solidus, Whorl holds the sole right to vote the stock of PBTCR. Whorl has filed a motion to dismiss the bankruptcy case of PBTCR on the grounds, among others, that PBTCR was not authorized to file a petition under the Bankruptcy Code as a consequence of Whorl's alleged rights to vote the stock of PBTCR. If the

Bankruptcy Court grants Whorl's motion to dismiss the bankruptcy case of PBTCR, the Bankruptcy Court will not have authority to direct the transfer of the assets held by PBTCR pursuant to this Agreement.

**SCHEDULE 5.1.7.B**

**Intellectual Property Litigation Claims**

None.

**Rights Granted to Third Parties**

Sellers have guaranteed one of their customers rights to Sellers' database of personal information in the event Sellers cannot provide products and/or services.

Whorl, LLC (fka BioPay, LLC) has claimed a Lien on the stock in PBTCR owned by Solidus, and has asserted that, as a result of rights allegedly held pursuant to a Pledge Agreement with Solidus, Whorl holds the sole right to vote the stock of PBTCR. Whorl has filed a motion to dismiss the bankruptcy case of PBTCR on the grounds, among others, that PBTCR was not authorized to file a petition under the Bankruptcy Code as a consequence of Whorl's alleged rights to vote the stock of PBTCR. If the Bankruptcy Court grants Whorl's motion to dismiss the bankruptcy case of PBTCR, the Bankruptcy Court will not have authority to direct the transfer of the assets held by PBTCR pursuant to this Agreement.



## **SCHEDULE 5.1.7.D**

### **Free and Clear Owned Intellectual Property**

See Schedule 5.1.7.A for a list of 3<sup>rd</sup> Party components utilized in development of Owned Intellectual Property and indication of generic licenses incurred in usage of these components.

Whorl, LLC (fka BioPay, LLC) has claimed a Lien on the stock in PBTCR owned by Solidus, and has asserted that, as a result of rights allegedly held pursuant to a Pledge Agreement with Solidus, Whorl holds the sole right to vote the stock of PBTCR. Whorl has filed a motion to dismiss the bankruptcy case of PBTCR on the grounds, among others, that PBTCR was not authorized to file a petition under the Bankruptcy Code as a consequence of Whorl's alleged rights to vote the stock of PBTCR. If the Bankruptcy Court grants Whorl's motion to dismiss the bankruptcy case of PBTCR, the Bankruptcy Court will not have authority to direct the transfer of the assets held by PBTCR pursuant to this Agreement.

**SCHEDULE 5.1.7.E**

**Excluded Licenses**

None.

## **SCHEDULE 5.1.8**

### **Insurance**

Solidus maintains certain insurance policies covering the Acquired Assets. None of these policies are included in the Acquired Assets.

**SCHEDULE 5.1.9**

**Permits**

None.

**SCHEDULE 5.1.12A**

**Listed Contracts**

None.

**SCHEDULE 5.1.12B**

**Listed Contracts – Exceptions**

None.

**SCHEDULE 5.1.13**

**Business Employees**

**[THE FOLLOWING INFORMATION IS CONFIDENTIAL AND HAS BEEN FILED UNDER SEAL.]**

All persons identified below are employees.

<b>Patent Dept</b>		
Daniel	Corwin	Patent/Legal
Neil	Watson	Patent/Legal
Tennille	Goff	Patent/Legal
<b>Sales</b>		
Cary	Rogers	Sales
George	Rice	GM of PCS
Mike	Kilcoyne	Sales
Paul	Tselepis	VP of Sales
James	Boden	Sales
Keith	Fronczek	Sales
Peter	Collins	Sales
Patrick	Donaldson	Sales
Sudan	Bey	Sales
<b>Merchant Support</b>		
Cinthia	McLaughlin	Teir 1 Calls, Check 21 Support
<b>Account Management &amp; Installation</b>		
John	Gomez	AE- Marsh
Leslie	Farhood	AE - Giant Eagle
Omar	Zelaya	Lead PCS AE - Bi-Lo
<b>Development and Production Software</b>		
Holly	Chen	QA - Support
John	McNally	VP of Technolgy, Herndon Site Executive
Michael	Weaver	PCS Production, Moved to Support Tickets
Sujay	Rao	Senior PCS Development
Taylor	Boon	Architect - Systems and Software
Jim	Nadal	PCS Dev Support
Peter	Lawton	PCS Development
<b>Product/Marketing</b>		
Karen	Tuttle	PCS Product
Leslie	Connelly	PCS Marketing
<b>Environmental Support and Production NOC</b>		
George	Geise	DBA and SQL Dev
Karl	Erny	Office IT support
Mel	Ochoco	Data Center/Processing
Vince	Torres	System/Network Admin