

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
Phoenix Payment Systems, Inc.	)	
	)	Case No. 14-11848 (MFW)
Debtor.	)	
	)	

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY AND  
DISCLAIMER REGARDING DEBTOR’S SCHEDULES AND STATEMENT**

On August 4, 2014 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Unless otherwise indicated, this Global Notes and Statement of Limitations, Methodology and Disclaimer Regarding the Debtor’s Schedules and Statement (the “**Statement of Limitations**”) applies to the Schedules of Assets and Liabilities (collectively, the “**Schedules**”) and the Statement of Financial Affairs (the “**Statement**,” and together with the Schedules, the “**Schedules and Statement**”) filed by the Debtor.

This Statement of Limitations has been prepared pursuant to section 521 of the Bankruptcy Code and Rule 1007 of the Federal Rules of Bankruptcy Procedure by management of the Debtor with the assistance of its advisors and is unaudited. Therefore, these Schedules and Statement do not purport to represent financial statements prepared in accordance with GAAP nor are they intended to fully reconcile to the financial statements prepared by the Debtor. This Statement of Limitations is incorporated by reference in, and comprises an integral part of, the Debtor’s Schedules and Statement, and should be referred to and reviewed in connection with any review of the Schedules and Statement.

Amendment. Although management has made every reasonable effort to ensure that the Schedules and Statement are as accurate and complete as possible based on information that was available to them at the time of preparation, subsequent information or discovery may result in material changes to these Schedules and Statement, and inadvertent errors or omissions may exist. Because the Schedules and Statement contain unaudited information, which is subject to further review and potential adjustment, there can be no assurance that these Schedules and Statement are complete. The Debtor reserves all rights to amend and/or supplement the Schedules and Statement as may be necessary and appropriate.

Causes of Action. Despite its reasonable efforts to identify all known assets, the Debtor may not have set forth all of its causes of action or potential causes of action against third parties as assets in its Schedules and Statement, including, but not limited to, any avoidance actions arising under chapter 5 of the Bankruptcy Code and any actions under other relevant non-bankruptcy laws to recover assets. The Debtor reserves all of its rights with respect to any claims, causes of action or avoidance actions they may have and neither this Statement of Limitations nor the Schedules and Statement shall be deemed a waiver of any such claim, cause of action or avoidance action or in any way prejudice or impair the assertion of such claims.

Solvency. Given, among other things, the uncertainty surrounding the valuation, nature, collection and ownership of certain assets and the valuation and nature of certain liabilities, to the extent that the Debtor shows more assets than liabilities, this is not an admission that the Debtor was solvent as of the Petition Date or at any time prior the Petition Date.

Claims Designations. Any failure to designate a claim on the Debtor's Schedules and Statement as "disputed," "contingent" or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed," "contingent" or "unliquidated." The Debtor reserves the right to dispute any claim reflected on their Schedules or Statement on any grounds, including, but not limited to, amount, liability or classification, or to otherwise subsequently designate such claims as "disputed," "contingent" or "unliquidated."

Net Book Value of Assets. Unless otherwise indicated, the Debtor's assets and liabilities are shown on the basis of their net book value rather than current market values. As a result, amounts ultimately realized may vary from net book value and such variance may be material. Exceptions to this include cash in financial accounts and the Debtor's fixed assets. Attempts to obtain current market valuations of assets could be prohibitively expensive, unduly burdensome and an inefficient use of estate assets and, as a result, have not been attempted in connection with the preparation of the Schedules and Statement.

Foreign Currency. Unless otherwise indicated, all amounts are reflected in U.S. dollars.

Insiders. The Debtor has included all payments made by the Debtor over the 12 months preceding the Petition Date to any individual deemed an "insider." For purposes of the Schedules and Statement, the Debtor defines "insiders" pursuant to section 101(31) of the Bankruptcy Code as (a) directors, (b) officers, and (c) person in actual control over day-to-day operations. Except as otherwise disclosed, payments to insiders listed in (a) through (d) above are set forth on Statement 3c. Persons listed as "insiders" have been included for informational purposes only and are not intended to be nor should be construed as a legal characterization of such party as an insider and does not act as an admission of any fact, claim, right or defense, and all such rights, claims, and defenses are hereby expressly reserved. Further, the Debtor does not take any position with respect to (a) such person's influence over the control of the Debtor, (b) the management responsibilities or functions of such person, (c) the decision-making or corporate authority of such person or (d) whether such person could successfully argue that he, she or it is not an "insider" under applicable law, including, without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose.

First Day Orders. Pursuant to various "first day" orders issued by the Court, the Debtor was authorized to pay certain pre-petition claims, including, without limitation, claims relating to employee wages and benefit claims and claims of certain critical vendors (the "**First Day Orders**"). The claims listed in the Schedules and Statement were amounts owed as of the Petition Date and do not reflect amounts paid pursuant to the First Day Orders, thereby reducing or eliminating such claims. To the extent claims listed on the Schedules and Statement have been or are subsequently paid pursuant to an order of the Bankruptcy Court (including the First Day Orders), the Debtor reserves all rights to amend or supplement its Schedules and Statement as may be necessary and appropriate.

Unliquidated Values as Zero. Certain unknown and/or unliquidated values are reflected as \$0.00.

Reserves Held for Customers. In the ordinary course of its business, the Debtor historically held amounts in reserve as a part of its interaction with certain of its customers. Due to the nature of the Debtor's business, the amount held in reserve fluctuates significantly on a daily basis based on the volume of transactions that the Debtor is processing at any given point in time. In anticipation of the Chapter 11 filing, the Debtor transferred these reserves to an account held by The Bancorp Bank for administrative ease. Because the reserves were not in the Debtor's possession on the Petition Date, the reserves are not reflected in the Schedules. Because, however, these reserves are required under agreements that the Debtor has with its merchants, the Debtor has chosen to identify reserves held pursuant to those agreements in Statement 14.

Schedules, Generally. Attachment or exhibit pages for certain schedules are included in the sum of "continuation pages" as may be required.

Schedule D – Creditors Holding Secured Claims. Except as otherwise agreed pursuant to a stipulation or agreed order or general order entered by the Bankruptcy Court, the Debtor reserves its rights to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D. Moreover, although the Debtor may have scheduled claims of various creditors as secured claims, the Debtor reserves all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim. The descriptions provided in Schedule D are intended only to be a summary. Reference to the applicable documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in this Statement of Limitations or the Schedules and Statement shall be deemed a modification or interpretation of the terms of such documents.

Schedule E – Creditors Holding Unsecured Priority Claims. Although the Debtor may have scheduled claims of various creditors as priority claims, the Debtor reserves all rights to dispute or challenge the priority of any such creditor's claim.

Schedule F – Creditors Holding Unsecured Nonpriority Claims. The claims listed in Schedule F arose or were incurred on various dates. In certain instances, the date on which a claim arose is an open issue of fact. Although reasonable efforts have been made to identify the date of incurrence of each claim, determination of each date upon which each claim in Schedule F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtor has not listed a date for each claim listed on Schedule F.

Certain of the creditors are listed on Schedule F twice, once as having a claim in a set amount that is generally not "contingent," "unliquidated," or "disputed" and once as having a claim in an "unknown" amount which is "contingent," "unliquidated," and "disputed." The Debtor has listed these creditors in this way because the Debtor has two addresses for such creditors, and the Debtor wishes to ensure that such creditors receive proper notice of the Schedules and Statement as well as other documents that are served on all parties listed on Schedule F, such as the order establishing bar dates.

Schedule G – Executory Contracts. Although reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors, omissions or overinclusion may have occurred. The Debtor hereby reserves all of its rights to dispute the validity, status or enforceability of any contract or other agreement set forth in Schedule G that may have expired or may have been modified, amended and supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters and other documents, instruments and agreements which may not be listed therein. Also, except for inadvertent errors and omissions or as otherwise indicated in this Statement of Limitations, Schedule G contains all of the Debtor’s executory contracts and agreements as of the Petition Date. It is possible that some of the contracts or agreements listed on Schedule G have expired or otherwise terminated pursuant to their terms prior to or since the commencement of the Chapter 11 Case.

In some cases, the same entity may appear multiple times in Schedule G. This multiple listing is to reflect distinct agreements between the Debtor and such supplier or provider.

Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth separately on Schedule G. In addition, the Debtor may have entered into various other types of agreements in the ordinary course of its business, such as easements, right of way, subordination, nondisturbance and attornment agreements, supplemental agreements, amendments/letter agreements and title agreements. Such documents are also not set forth in Schedule G.

Statement 19. The Debtor has also provided financial statements and other financial information to prospective purchasers and/or investors pursuant to non-disclosure agreements executed in the pre- and post-petition processes that have been described in other court filings. Statement 19d does not list the entities that received financial information pursuant to such agreements, most if not all of which contain confidentiality agreements.

## United States Bankruptcy Court District Of Delaware

Phoenix Payment Systems, Inc.

14-11848 (MFW)

11

Debtor

Case No. (If known)

Chapter

### SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	AMOUNTS SCHEDULED		OTHER
			ASSETS	LIABILITIES	
A - Real Property	YES	1	\$0.00		
B - Personal Property	YES	5	\$7,230,399.36		
C - Property Claimed As Exempt	NO	0			
D - Creditors Holding Secured Claims	YES	3		\$6,300,345.55	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	YES	7		\$72,133.41	
F - Creditors Holding Unsecured Nonpriority Claims	YES	12		\$7,711,166.65	
G - Executory Contracts and Unexpired Leases	YES	137			
H - Codebtors	YES	1			
I - Current Income of Individual Debtor(s)	NO	0			
J - Current Expenditures of Individual Debtor(s)	NO	0			
Total		166	\$7,230,399.36	\$14,083,645.61	

In re Phoenix Payment Systems, Inc. Case No. 14-11848  
 Debtor (If known)

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, or both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If any entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	H W J OR C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
<b>NONE</b>				

Total

Subtotal  
(Total of this page)

B6B (Official Form 6B) (12/07)

In re Phoenix Payment Systems, Inc.	Case No.: 14-11848 (MFW)
Debtor.	(If known)

### SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C §112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J OR C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. CASH ON HAND.	x			
2. CHECKING, SAVINGS OR OTHER FINANCIAL ACCOUNTS, CERTIFICATES OF DEPOSIT OR SHARES IN BANKS, SAVINGS AND LOAN, THRIFT, BUILDING AND LOAN, AND HOMESTEAD ASSOCIATIONS, OR CREDIT UNIONS, BROKERAGE HOUSES, OR COOPERATIVES.		SEE ATTACHED EXHIBIT B-2		\$29,087.43
3. SECURITY DEPOSITS WITH PUBLIC UTILITIES, TELEPHONE COMPANIES, LANDLORDS, AND OTHERS.		1201 N. MARKET STREET, LLC 1201 N. MARKET STREET, SUITE 701 WILMINGTON, DE 19801		\$44,977.50
4. HOUSEHOLD GOODS AND FURNISHINGS, INCLUDING AUDIO, VIDEO, AND COMPUTER EQUIPMENT.	x			
5. BOOKS; PICTURES AND OTHER ART OBJECTS; ANTIQUES; STAMP, COIN, RECORD, TAPE, COMPACT DISC, AND OTHER COLLECTIONS OR COLLECTIBLES.	x			
6. WEARING APPAREL.	x			

**B6B (Official Form 6B) (12/07)**

In re Phoenix Payment Systems, Inc.	Case No.: 14-11848 (MFW)  (If known)
Debtor.	

**SCHEDULE B - PERSONAL PROPERTY**  
**(Continuation Sheet)**

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J OR C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
7. FURS AND JEWELRY.	x			
8. FIREARMS AND SPORTS, PHOTOGRAPHIC, AND OTHER HOBBY EQUIPMENT.	x			
9. INTERESTS IN INSURANCE POLICIES. NAME INSURANCE COMPANY OF EACH POLICY AND ITEMIZE SURRENDER OR REFUND VALUE OF EACH.		NEW ENGLAND LIFE INSURANCE COMPANY \$5M LIFE INSURANCE POLICY ON ALEC DOLLARHIDE BENEFICIARY/OWNED BY: EPX #8710 - TERM LIFE POLICY		\$0.00
9.		JOHN HANCOCK \$10M LIFE INSURANCE POLICY ON RAY MOYER BENEFICIARY/OWNED BY: EPX #0114 - TERM LIFE POLICY		\$0.00
10. ANNUITIES. ITEMIZE AND NAME EACH ISSUER.	x			
11. INTERESTS IN AN EDUCATION IRA AS DEFINED IN 26 U.S.C. § 530(B)(1) OR UNDER A QUALIFIED STATE TUITION PLAN AS DEFINED IN 26 U.S.C. § 529(B)(1). GIVE PARTICULARS. (FILE SEPARATELY THE RECORD(S) OF ANY SUCH INTEREST(S). 11 U.S.C. § 521(C).)	x			
12. INTERESTS IN IRA, ERISA, KEOGH, OR OTHER PENSION OR PROFIT SHARING PLANS. GIVE PARTICULARS.	x			
13. STOCK AND INTERESTS IN INCORPORATED AND UNINCORPORATED BUSINESSES. ITEMIZE.	x			



**B6B (Official Form 6B) (12/07)**

In re Phoenix Payment Systems, Inc.	Case No.: 14-11848 (MFW)
Debtor.	(If known)

**SCHEDULE B - PERSONAL PROPERTY**  
**(Continuation Sheet)**

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J OR C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
14. INTERESTS IN PARTNERSHIPS OR JOINT VENTURES. ITEMIZE.	x			
15. GOVERNMENT AND CORPORATE BONDS AND OTHER NEGOTIABLE AND NONNEGOTIABLE INSTRUMENTS.	x			
16. ACCOUNTS RECEIVABLE.		SEE ATTACHED EXHIBIT B-16		\$2,312,172.74
17. ALIMONY, MAINTENANCE, SUPPORT, AND PROPERTY SETTLEMENTS TO WHICH THE DEBTOR IS OR MAY BE ENTITLED. GIVE PARTICULARS.	x			
18. OTHER LIQUIDATED DEBTS OWED TO DEBTOR INCLUDING TAX REFUNDS. GIVE PARTICULARS.		RAYMOND D. MOYER 40 NIVIN LANE LANDENBERG, PA 19350		\$3,348,011.00*
19. EQUITABLE OR FUTURE INTERESTS, LIFE ESTATES, AND RIGHTS OR POWERS EXERCISABLE FOR THE BENEFIT OF THE DEBTOR OTHER THAN THOSE LISTED IN SCHEDULE A – REAL PROPERTY.	x			
20. CONTINGENT AND NONCONTINGENT INTERESTS IN ESTATE OF A DECEDENT, DEATH BENEFIT PLAN, LIFE INSURANCE POLICY, OR TRUST.	x			
21. OTHER CONTINGENT AND UNLIQUIDATED CLAIMS OF EVERY NATURE, INCLUDING TAX REFUNDS, COUNTERCLAIMS OF THE DEBTOR, AND RIGHTS TO SETOFF CLAIMS. GIVE ESTIMATED VALUE OF EACH.	x			

\* Raymond D. Moyer will owe the Debtor for a home equity line of credit from The Bancorp Bank which the Debtor has guaranteed (\$1,702,100) and owes the Debtor for advances made to and on behalf of Mr. Moyer (\$1,645,911).

**B6B (Official Form 6B) (12/07)**

In re Phoenix Payment Systems, Inc.	Case No.: 14-11848 (MFW)
Debtor.	(If known)

**SCHEDULE B - PERSONAL PROPERTY**  
**(Continuation Sheet)**

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J OR C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
22. PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY. GIVE PARTICULARS.		SEE ATTACHED EXHIBIT B-22		UNKNOWN
23. LICENSES, FRANCHISES, AND OTHER GENERAL INTANGIBLES. GIVE PARTICULARS.		SEE ATTACHED EXHIBIT B-23		UNKNOWN
24. CUSTOMER LISTS OR OTHER COMPILATIONS CONTAINING PERSONALLY IDENTIFIABLE INFORMATION (AS DEFINED IN 11 U.S.C. § 101(41A)) PROVIDED TO THE DEBTOR BY INDIVIDUALS IN CONNECTION WITH OBTAINING A PRODUCT OR SERVICE FROM THE DEBTOR PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.	x			
25. AUTOMOBILES, TRUCKS, TRAILERS, AND OTHER VEHICLES AND ACCESSORIES.	x			
26. BOATS, MOTORS, AND ACCESSORIES.	x			
27. AIRCRAFT AND ACCESSORIES.	x			
28. OFFICE EQUIPMENT, FURNISHINGS, AND SUPPLIES.		SEE ATTACHED EXHIBIT B-28		\$1,454,019.00
29. MACHINERY, FIXTURES, EQUIPMENT, AND SUPPLIES USED IN BUSINESS.		REFER TO EXHIBIT B-28		

**B6B (Official Form 6B) (12/07)**

In re Phoenix Payment Systems, Inc.	Case No.: 14-11848 (MFW)
Debtor.	(If known)

**SCHEDULE B - PERSONAL PROPERTY**  
**(Continuation Sheet)**

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	H W J OR C	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
30. INVENTORY.		SEE ATTACHED EXHIBIT B-30		\$42,131.69
31. ANIMALS.	x			
32. CROPS - GROWING OR HARVESTED. GIVE PARTICULARS.	x			
33. FARMING EQUIPMENT AND IMPLEMENTS.	x			
34. FARM SUPPLIES, CHEMICALS, AND FEED.	x			
35. OTHER PERSONAL PROPERTY OF ANY KIND NOT ALREADY LISTED. ITEMIZE.	x			

Total

\$7,230,399.36
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**SCHEDULES OF ASSETS AND LIABILITIES**

**EXHIBIT B-2**

**CHECKING, SAVINGS OR OTHER FINANCIAL ACCOUNTS**

**Phoenix Payment Systems, Inc.****Case No. 14-11848****Schedule B2 - Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.**

<b>Bank</b>	<b>Account Number</b>	<b>Balance</b>	<b>Description</b>
The Bancorp Bank 409 Silverside Road, Suite 105 Wilmington, DE 19809	xxx-x-xx9394	\$0.00	Operating Account
	xxx-x-xx9401	\$0.00	Payroll Account
	xxx-x-xx9419	\$0.00	Account for Concord/Buypass Monthly Debit for billing
	xxx-x-xx9427	\$0.00	Account for FISERV Monthly Debit for billing
	xxx-x-xx9435	\$0.00	Account for MC Int'l to debit
	xxx-x-xx5930	\$0.73	Money Market Account
	xxx-x-xx2411	\$0.00	Account set up to run test transactions
	xxx-x-xx9189	\$0.00	ACH Reserve Account
	xxx-x-xx9147	\$0.00	ACH Settlement Account
	xxx-x-xx5136	\$0.00	Scholarship Account
	xxx-x-xx2364	\$0.00	EPX ACH Income Account
	xxx-x-xx8116	\$29,086.70	AMEX Money Market Account
Meridian Bank 92 Lancaster Ave. Devon, PA 19333	xxx4685	\$0.00	ACH Settlement Account
<b>Grand Total</b>		<b>\$29,087.43</b>	

**SCHEDULES OF ASSETS AND LIABILITIES**

**EXHIBIT B-16**

**ACCOUNTS RECEIVABLE**

Phoenix Payment Systems, Inc.  
Case No. 14-11848  
Schedule B16 - Accounts receivable.

Name	Address	A/R Balance
Antigua Bank	2nd Floor, Francis Trading Bldg High Street, St Johns, Antigua	\$ 2,551.53
AOB Bank	2nd Floor, Francis Trading Bldg High Street, St Johns, Antigua	\$ 3,168.25
Banco GT Continental	Visa Espana, Edificio Park, Oficinas 1 y 2, Panama, Panama	\$ 20,891.26
Bank of Bahamas	PO Box N-7118, Nassau, Bahamas	\$ 9,189.33
Bourne Leisure	IT Dept, 1 Park Lane, Hemel Hempstead HP2 4YL	\$ 25,704.34
Capital Bank	Edificio P.H. Global Plaza, Planta Baja, Panama, Panama	\$ 5,000.00
Capital G Bank	21 Reid Street, Hamilton HM 11, Bermuda	\$ 7,486.27
Carey England LTD	Manderson House, Commerce Rd, Brentford, Middlesex TW8 86H, United Kingdom	\$ 597.03
CBW Bank	109 East Main Street PO Box 287 Weir, KS 66781	\$ 11,058.79
Credicorp Bank	Calle 59, Credicorp Bank Plaza, Panama City, Panama	\$ 45,925.17
Heritage Bank	2nd Floor, Francis Trading Bldg High Street, St Johns, Antigua	\$ 1,132.81
NCR ERP Int'l	2651 Satellite Blvd, Duluth GA 30096-5810	\$ 584.10
QVC, Inc	1200 Wilson Drive, West Chester PA 19380	\$ 638,317.77
St Kitts-Nevis Anguilla National Bank Ltd	Centrasl Street, Basseterre, St Kitts, West Indies	\$ 8.36
St Kitts-Nevis Anguilla National Bank Ltd	Centrasl Street, Basseterre, St Kitts, West Indies	\$ 78,749.19
State of Delaware	820 Silver Lake Blvd, Suite 100, Dover DE 19904	\$ 405,704.56
The Bancorp Bank	409 Silverside Road, Wilmington DE 19809	\$ 1,056,103.98
<b>Grand Total- Accounts Receivable</b>		<b>\$ 2,312,172.74</b>

**SCHEDULES OF ASSETS AND LIABILITIES**

**EXHIBIT B-22**

**PATENTS, COPYRIGHT AND OTHER INTELLECTUAL  
PROPERTY**





## **Intellectual Property**

### ***Trademarks***



1. "EPX" Logo
  - a. Serial Number: 78460476
  - b. Registration Number: 3027625
  - c. Filing Date: 2004-08-02
  - d. Registration Date: 2005-12-13
  - e. Section 8 (6-year) accepted & Section 15 acknowledged: 2011-01-29



2. "BuyerWall"
  - a. Serial Number: 77275866
  - b. Registration Number: 3849216
  - c. Filing Date: 2007-09-10
  - d. Registration Date: 2010-09-21

Several other trademarks around existing and future product names are being considered.



## ***Patent Applications***

### **Process Overview**

As a processor with many years of experience in the payments space and a long history of innovation, EPX is uniquely positioned in the payment processing chain to design, develop and implement new technologies. Many of the unique abilities of the EPX platform have been based on the input from our client base. By listening to needs of our merchants and banks, prospects and partners, we've gained invaluable real-world intelligence for improvements we can make to the existing platform and enhancements we can make to provide new functionality. Many of EPX's processing industry firsts have also had their genesis in merchants needs.

In addition to the results from an internal product think-tank, EPX takes the suggestions we hear from our clients and scrutinizes them for productization opportunities. If the demand is sufficient, the opportunity right and the potential product something that we envision many merchants being able to take advantage of, we will add it to our formal project list, and prioritize it against preexisting list items.

As the project is designed, special consideration is always given to how the new feature or functionality may be used in the future, and how the enhancements will benefit our existing customer base as well as future client needs, and, depending on the product or enhancement, whether any opportunities exist for intellectual property protections.

Since 2007, EPX has applied for 4 patents in the United States and, based on global market strategies, has also applied for patents in the EU, Canada and Australia.

### **1. Payment Processor Hosted Account Information**

In this patent application, EPX describes a system of hosting account information at a payment processor to complete a transaction in such a manner that eliminates any need to store, process, or transmit a consumer's account number. The payment processor receives the consumer's account number directly from the consumer, and provides the merchant with a unique transaction identifier corresponding to the transaction that is associated with the account number.

The payment processor stores the account number and the unique transaction identifier, and allows the merchant to process subsequent transactions with the unique transaction identifier, such that those transactions may be completed without the merchant being required to store the account number, or even have access to it. This process can be done in retail, mail-order / telephone-order and e-commerce environments.

This significantly reduces the merchant's PCI requirements, which can cost even modest-sized merchants hundreds of thousands of dollars to protect the sensitive cardholder data that would otherwise be in their systems.



Numerous systems introduced after the provisional patent was filed directly mimic this methodology. Akamai's Edge Tokenization service, as described in part in their September 27, 2010 press release, covers very familiar ground: "Akamai's Edge Tokenization automatically combines the concept of hosted payment acceptance and payment tokenization with cloud-based web infrastructure, making it easy for online merchants to meet compliance requirements with less cost, complexity and time." In addition to payments industry giants PayPal and CyberSource, 7 of the current top 12 direct-connect payment processors advertise some form of a tokenized hosted payment page.

1. United States Patent Activity
  - a. Provisional patent application filed 8/8/2007
  - b. Non-provisional patent application filed 7/11/2008
    - i. US Application No. 12/172,041
  - c. Published 2/12/2009, as US 20090043696A1
  - d. Received first Office Action – 4/19/2011
  - e. Response to most recent Office Action – 2/27/2014
2. European Patent Activity Entry No. 08871450.6
  - a. Filing Date – 8/8/2008
  - b. Responded to first Office Action – 4/15/2011
  - c. Response to most recent Office Action – 6/14/2012
3. Australian Patent Activity, Entry No. 2008348296
  - a. Filing Date – 8/8/2008
  - b. Responded to first Office Action – 2/16/2010
  - c. Response to most recent Office Action – 11/27/2013
  - d. Acceptance Date – 3/13/2014
  - e. Patent Issuance Date – 8/8/2008
  - f. Patent Expiry Date – 8/8/2028
4. Canadian Patent Activity, Entry No. 2,695,790
  - a. Filing Date – 8/8/2008
  - b. Formal request for examination filed – 4/22/2013
  - c. Response to most recent Office Action – 7/26/2013

## 2. Real-Time Interchange Fee Estimation

Interchange fees are based on a complex combination of Interchange categories that depend on the brand and/or type of card, the specific information included in the transaction, how and/or when the transaction was performed, the merchant's size and/or industry type, as well as other factors. For a transaction to qualify for an Interchange category, certain qualification criteria are analyzed. The qualification criteria are established by the card brands and/or the debit networks. Transactions that may not qualify for the intended Interchange category may be downgraded to a more costly Interchange category to offset the issuer's increased risk.



Interchange costs are typically computed offline, well after the real-time authorization request, and just prior to batch processes that move money from the issuer to the merchant, and typically only communicated to merchants in a summarized monthly statement. This often prohibits the merchant from understanding why individual transactions downgraded to higher-cost interchange categories and reacting quickly—if at all—to changes in interchange fees. By providing this data in real-time, merchants will be able to react more quickly to change business processes to minimize the likelihood of downgraded interchange category costs. For instance, swiping the card generally leads to more favorable rates, but if the equipment is broken or the cashiers are improperly trained, transactions may be key-entered. Key-entered transactions have higher interchange fees because they have a higher risk associated with them. There is no guarantee the card is present at the point of sale as in the case of a swiped transaction, so there is a higher likelihood that the transaction would be charged back, forcing the Issuer to return the funds to the consumer.

1. United States Patent Activity
  - a. Provisional patent application filed 6/21/2010
    - i. US Application No. 61/353,981
  - b. Non-provisional patent application filed 6/10/2011
    - i. US Application No. 13/158,074
  - c. Published 3/29/2012, as US 2012/0078790 A1
  - d. Response to most recent Office Action – 3/26/2013
  - e. No response filed, application abandoned – 3/26/2013
    - i. While the invention is substantively different than Skowronek et al, ultimately concluded that there is a very low likelihood of success due to overly broad claims made within
    - ii. Same fate likely for Australia, Canada and Europe
  
2. European Patent Activity Entry No. EP11793255.8
  - a. Filing Date – 6/10/2011
  - b. Published on 4/17/2013 under publication number 2580728
  - c. Patent Cooperation Treaty International Search Report returned 9/14/2011
  - d. International Publication (WIPO) filed 12/15/2011
    - i. Application No. PCT/US20111040019
  - e. Application abandoned – 3/28/2014
  
3. Australian Patent Activity, Entry No. 2011265236
  - a. Filing Date – 6/10/2011
  - b. National Phase, Reference No. P37655AU00 – 6/17/2013
  - c. Application abandoned – 3/28/2014
  
4. Canadian Patent Activity, Entry No. 2,800,276
  - a. Filing Date – 1/23/2013
  - b. Application abandoned – 3/28/2014



### 3. Tokenized Contactless Payments for Mobile Devices

Using an NFC-capable mobile device, a consumer would register their credit card(s) with a service that supplied a mobile device application that housed the payment information. Rather than storing the actual credit card number in the device, however, a pseudo-credit card number would be stored.

During a contactless retail transaction, this pseudo-credit card number would route the transaction through the existing, unmodified payment network infrastructure to the service provider. Based on the unique token embedded in payment information, the service provider would retrieve the consumer's actual credit card number and forward it back into the payment network in order to route authorization and settlement requests to the consumer's actual credit card issuer, whose response and/or funds would then be sent back to the merchant.

After each transaction, a new token would be generated and embedded in new payment information that would then be updated in the consumer's mobile device application, preventing any type of attack where in-flight transaction data is captured (and possibly altered), from being successfully replayed.

This system would protect the consumer's credit card number from exposure from the following breaches:

- Breach of the consumer's mobile device
- Breach of the communication between the mobile device and the merchant's contactless terminal receiver
- Breach of the merchant's payment systems
- Breach of the merchant's payment processor

By leveraging a consumer's NFC-capable mobile device and substituting their credit card number for a one-time or limited-use token, this system enables the consumer to proactively protect their own credit card number and make payments more securely. The actual card number is only shared between credit card issuers and networks—backend payment entities that specialize in handling payment data. The merchant—and even the consumer—no longer need to have access to the actual card number to conduct a contactless retail sale, meaning that it's no longer available in the places its most likely to be stolen and misused.

Using standard contactless payment equipment already in commercial use, this more secure payment is accomplished without requiring any merchant changes (no need for a new merchant processor, a different acquiring relationship, etc.) and only requiring a minor consumer behavior change.

The system would allow merchant receipts to display the card brand and/or last four digits of the card number without modification or invention on the merchant's part, despite the use of a pseudo-credit card number.



Many large telephone network providers are very interested in providing payment capabilities, yet equally disinterested in becoming entangled in PCI requirements that they would be obligated to fulfill using traditional payment technologies.

1. United States Patent Activity
  - a. Provisional patent application filed 12/10/2010
    - i. US Application No. 61/421,814
  - b. Non-provisional patent application filed 12/9/2011
    - i. US Application No. 13/315,544
  - c. Published 8/9/2012, as US-2012-0203700-A1
  - d. Received first Office Action – 4/19/2011
  - e. Response to most recent Office Action – 2/27/2014
  
2. European Patent Activity Entry No. 11846372.8
  - a. Filing Date – 7/10/2013
  - b. Published on 4/17/2013 under publication number 2580728
  - c. Patent Cooperation Treaty International Search Report returned 9/14/2011
  - d. International Publication (WIPO) filed 12/15/2011
    - i. Application No. PCT/US20111040019
  - e. Response to most recent Office Action – 1/23/2014 (Amended Claims)
  - f. Supplementary European Search Report – 4/4/2014
  
3. Australian Patent Activity, Entry No. 2011338230
  - a. Filing Date – 6/25/2013
  
4. Canadian Patent Activity, Entry No. 2,821,105
  - a. Filing Date – 6/10/2013
  
5. Other relevant information
  - a. Response to United States International Preliminary Examining Authority for the Patent Cooperation Treaty filed 10/10/2012
  - b. 1/22/2013 – The International Preliminary Report on Patentability finds “the claims are in good standing,” meaning that the report has found the claimed invention meets all three of the criteria for patentability - utility, novelty and inventive step (non-obviousness). This is a good result, as it indicates that this examiner agreed with the arguments as presented in response to the original written opinion.

#### **4. Real-time Authorization Interchange Surcharge**

Most merchants pay several percentage points of their profits for credit card processing costs, of which Interchange fees are a main component. Merchants would prefer to pass the estimated Interchange fees associated with a financial transaction to consumers in real-time. To provide a merchant with an estimated Interchange surcharge in real-time an authorization request may be sent to a front-end processor that estimates in real-time the



Interchange fee, and adds that fee to the financial transaction amount. An authorization request may be sent to a card network, and an authorization response may then be received from the card network. If approved, the estimated Interchange fee may then be transmitted to a merchant.

1. United States Patent Activity
  - a. Provisional patent application filed 10/9/2012
    - i. US Application No. 61/711,433
  - b. Non-provisional patent application filed 10/9/2013
    - i. US Application No. PCT/US2013/064042
2. European Patent Activity Entry No.
  - a. Filing Date – 10/9/2012
  - b. Published on 4/17/2014 under publication number WO 2014/058970
3. Other relevant information
  - a. Will file in the same foreign countries / regions as the other patent applications

## Schedule 1.1(f)

## Seller Developed Applications

Category	Application Name	Description
Batch	AAUOut	Creates account updater response files for the merchant
Settlement	ACH_clearing	Creates NACHA format files
Reconciliation	ACHin	Loads NACHA format files
Reconciliation	AmericanExpressReportLoader	Loads AmEx incoming reports
Settlement	AMX_multicurrency	Creates AmEx settlement files
Settlement	AMX_n_america	Creates AmEx settlement files
Data Transfer	AuthTransfer	Creates downstream final transactions from authorization records
Auth	AuthVal	Real-time authorization validation
Report	AutoReport	WebSuite/Merchant report system
Support	AutoRun	Master job controller application for all processing autoamtion.
Settlement	BANCORPout	Creates Bancorp settlement files
Settlement	BARCLAYout	Creates Barclay settlement files
Proxy	BarcProxy	Barclay real-time authorization interface
Reconciliation	Base2in	Loads Visa Base II files
Batch	BatchAuthorize	Batch authorization
Batch	BatchXMLParser	Parses and loads XML batch settlement files
Front-End	BrowserPost	Merchant-hosted Payment Page Support
Settlement	CALOut	Creates APAC settlement files in CAL bank format.
Settlement	CardNetOut	Creates settlement files in APAC format
Settlement	cdf_file_loader	Loads TSYS/CDF format files
Data Transfer	cdf_transfer	Transfer TSYS/CDF data to settlement system
Settlement	CertegyOut	Creates Certegy format settlement files
Settlement	CitiBankOut	Creates CitiBank format settlement files
Proxy	CitiProxy	CitiBank real-time authorization interface
Support	Comnet	Host system for MC issued cards
Support	CryptoService	Provides encryption services to internal services (Windows)
Support	CryptoSrv	Provides encryption services to internal services (Linux)
Report	Cust220	Provide daily customer level 220 reporting to acct. dept.
Report	CustomerReports	Provide monthly transaction detail reporting to LAC customers.
Proxy	CyberProxy	Realtime authorization proxy to CyberSource
Support	DataPublisher	Publish merchant/configuration information to dmz apps: Paypage, vPost, BrowserPost, Paymybiz, MobileAuth, MobileProxy
Support	DataPublishFileService	DataPublisher file server
Support	DataSubscriber	DMZ app to respond to publication notifications and populate a data subscription on DMZ servers (subersedes VppSubscriber)
Front-End	DBHandler	Loads all realtime transactions into database
Support	DeepDiff	Utility to recursively diff all files, including file omissions, from two directory trees.
Report	Detail219c2	Provide monthly 219c2 detail reporting to LAC customer banks.
Support	DirectoryScanner	Scans directories for file masks and emails group if present. Used by automation.
Settlement	Discover	Creates Discover MAPP and Non-MAPP settlement files
Settlement	Discover_multi_out	Creates Discover support files
Reconciliation	Discover_report_in	Loads Discover settlement reports
Reconciliation	Discoverfileloader	Loads Discover feedback files
Support	DiscoverNegFile	Loads Discover negative card files
Support	DpNotifyService	Relay publication notifications from DataPublisher to Subscriber applications
Report	EmailSender	Sends PDF reports via email
Settlement	EPBatchController	Control and interface application between EPX Automation and Visa Edit Package.
Auth	EPX To Go	EPX iOS and Android mobile apps
Auth	EPXPay	EPX terminal application for Ingenico Telium 2 terminals (EMV certified)
Report	ExcelReporter	St Kitts monthly profitability reporting
Settlement	Exporter	Creates data export files
Support	FANF	Crunch monthly settlement data for Visa FANF reporting/Billing



## Schedule 1.1(f)

## Seller Developed Applications

Category	Application Name	Description
Settlement	FDAuthOut	Creates authorization files in First Data format
Reconciliation	FDR_in	Loads First Data files
Reconciliation	FDS_settle_in	Loads First Data South settlement files
Settlement	FdSettleOut	Creates First Data settlement files
Proxy	FDUKProxy	First Data UK real-time authorization interface
Data Transfer	FileTran	Transfer files to MasterCard MIP
Settlement	FirstDataSettle	First Data settlement
Support	FTP_Delivery	Automation program that handles all SFTP/FTP transfer of files created by EPX automated processes
Settlement	GCFOut	Creates General Credit Forms file
Support	GoodYearBilling	Create monthly billing estimates to allow OTF entry to cover CC billing under Debit batch activity.
Settlement	GoodYearDebitRecon	Creates reconciliation file for Goodyear
Support	GUIDDecode	Utility program to decode GUIDs.
Support	HealthMonitor	Monitoring application for all production RT processes.
Proxy	HSMProxy	Encryption proxy to HSM's from inner network
Proxy	HSMpsqd	Proxy to HSMProxy from DMZ
Reconciliation	IPMin	Load IPM format MC files
Settlement	IPMout	Creates IPM format settlement files
Online Portal	Item Tracker	Tracks / Manages Production list requests
Auth	IVRPro2	Authorization Interactive Voice Response (Uses some licensed software)
Support	JH_report_parser	Parses JH format ACH data files
Support	KeyEncrypt	Key Management helper app
Front-End	KeyExchange	Provides encryption services to Front Ends
Data Transfer	LoadTSYSBatches	Loads TSYS format batch files
Support	LoadVitalBatches	Program loads Vital/TSYS/Visa Second Gen files.
Settlement	Mastercard_abu	Creates MC ABU files
Front-End	MerchantApplication	PayMyBiz online merchant application
Support	MerchantStatement	Creates all Merchant, Customer, ISO statements and billing.
Support	MicroPayment	Underwriting support program - create ACH transaction to verify bank account
Support	MMLSimulator	Simulator creates all EPX API transactions for development, testing and certification
Front-End	MobileAuthority	Provide login/batch reporting to EPX-to-go mobile terminals (Not yet in PRD)
Front-End	MobileProxy	Transaction processing proxy fo EPX-to-go mobile terminals (Not yet in PRD)
Data Transfer	MPEloader	Loads MPE format files
Settlement	NACHA_ACHReturnsNOCs	Loads NACHA formatted files into system
Auth	Network Switch	Core payment transaction switching application
Support	NSClient	Support program used by EPX NetworkSwitch.
Support	NSSupportFileGen	Creates flat files used by Network Switch
Support	OFAC_Check	Underwriting support program to provide interactive OFAC query/reporting capabilities
Report	OraExport	WebSuite/Merchant export system
Support	OraPoll	Oracle job executer
Proxy	OraProxy	Oracle middle tier proxy server
Front-End	PayPage	Hosted Payment Page
Report	PDF_in	Loads ISO Processor data files (PDF)
Report	PDFgenerator	Creates PDF format reports
Report	PDFInserter	Loads PDF files into database
Support	Postmaster	Asynchronous transaction response reporting for Paypage, vPost, Browserpost.
Support	Profitability	EPX Referral/Profitability maintenance and reporting
Auth	Re-Authorizer	Consolidates multiple transactions at settlement
Settlement	Reconcile	Utility program to reconcile all incoming settlement data with outgoing data.
Report	Report_requester	GUI application used to request PDF reports (for internal use only)
Settlement	RTI	Interchange Engine

## Schedule 1.1(f)

## Seller Developed Applications

Category	Application Name	Description
Support	RTI Request tool	Sends RTI request to RTI engine.
Support	RTITool	GUI tool used to work interchange compliance issues.
Settlement	SafeLoader	Loads MasterCard SAFE files into system
Report	SettlementExport	Creates groups of settlement reports
Front-End	SigCapture	Converts signature capture formats for internal storage
Front-End	SigLoader	Realtime signature conversion and loader
Front-End	SigZipper	Zipps signature files for archives.
Support	SPExecuter	Application used by automation for the execution of Oracle stored procedures related to processing jobs.
Settlement	SWIFTClearing	Creates SWIFT settlement files
Auth	T4220App	EPX application for Hypercom T4220 terminals
Data Transfer	TermHandler	Realtime authorization database insertion
Proxy	TNSProxy	TNS/Barclay real-time authorization interface
Proxy	TNSSwitch	TNS real-time authorization interface
Support	TranAuditor	Reports on approved 91-transaction timeouts. Attempts reversal or voids if appropriate
Support	TranHammer	Transaction load testing support tool. (Linux based)
Support	TranScript	Interactive/scripted transaction testing utility
Support	UI	Window utility to dynamically modify TranHammer settings and view results
Support	Underwriter	Underwriting tool to retrieve/view online merchant applications (PayMyBiz)
Reconciliation	Unsettled_Auths	Generates list of unsettled Mc and Visa auths
Settlement	VAMMF	Creates Visa AMMF files
Reconciliation	Vau_in	Loads Visa Account Updater response files
Settlement	Vau_out	Creates VAU files
Settlement	Visainterchangeout	Creates Visa format settlement files
Settlement	VisaInternationalInterchangeUpdater	Utility program to update Visa interchange
Settlement	VisaMASF	Calculates and marks transactions to receive Visa MASF fees
Support	VisaTestSimulator	Simulator used to emulate all Visa second generation authorization requests. Used for development, testing and certification
Front-End	ViTerminal DLL	ActiveX hardware driver component for browser based terminal applications
Front-End	vPost	Hosted Virtual Terminal
Support	VppConfigViewer	Utility to view contents of encrypted merchant publication files used by vPost/Paypage/Browserpost.
Support	VppGopher	SSH utility to recursively download web site deployment directories
Support	VppSubscriber	Paypage/Vpost support app to respond to publication notifications and populate a data subscriptions on DMZ servers
Front-End	vTerm	Hosted Virtual Terminal (within webSuite)
Auth	Vx570App	EPX application for VeriFone Vx570 terminals
Online Portal	webSuite	Online Merchant Portal
Front-End	WebTrans	Real-time API using key/value pairs over HTTPS
Batch	XMLBatchIn	Merchant XML batch loader
Batch	XMLBatchOut	Batch post authorization file extraction
Front-End	XMLTrans	Real-time API using XML over SSL

**SCHEDULES OF ASSETS AND LIABILITIES**

**EXHIBIT B-23**

**LICENSES**

**Phoenix Payment Systems, Inc.****Case No. 14-11848****Schedule B23 - Licenses, Franchises and Other General Intangibles**

Description
AmEx Direct Auth Certified
APACS / UKPA Certified
BuyPass / FDR Nashville Debit Settlement Certified
Certified for Visa SMS and Mastercard SMS
Citi Private Label Processing Certified
CyberSource Fraud Management Certified
Discover Direct Auth Certified
Discover Direct Settlement (MAP) Processor Certified
Discover EMV Certified
FDR Atlanta PINless Debit Settlement Certified
Financial Services Information Sharing and Analysis Center (FS-ISAC) member
License from Protegrity Corporation
MasterCard EMV Certified
MasterCard Fraud Management Program (FMP) audit compliant
MasterCard Global Direct Auth & Settle Certified
Merchant Acquirers' Committee (MAC) member
NACHA / Fed Processing Certified
Payments Processor Information Sharing Council (PPISC) founding member
PCI DSS Level 1 compliant
SSAE 16 SOC 1 Level II compliant
Swift Clearing and Settlement Certified
TeleCheck Check Acceptance Certified
Visa Direct Auth & Settle – EU Region Certified
Visa Direct Auth & Settle – LAC Region Certified
Visa Direct Auth & Settle – US Region Certified
Visa EMV Certified
Visa Money Transfer (VMT) Certified
Visa PIN / Star TG-3 / X9 TR-39 PIN audits compliant

**SCHEDULES OF ASSETS AND LIABILITIES**

**EXHIBIT B-28**

**OFFICE EQUIPMENT, FURNISHING, AND SUPPLIES.**

## Phoenix Payment Systems, Inc.

Case No. 14-11848

## Schedule B28-Office equipment, furnishings, and supplies.

Description	Date in Service	Location	Qty	Estimated Value
<b>Computer Equipment:</b>				
APC PDU's horizontal	-	AZ	7	\$ 455
APC PDU's vertical	-	AZ	31	\$ 18,600
APC transfer switches	-	AZ	7	\$ 3,500
APC UPS	-	Bancorp Data Center	1	\$ 550
APC UPS 1 kva	-	AZ	2	\$ 800
APC UPS 2k va	-	AZ	4	\$ 1,200
APC UPS 3 kva	-	AZ	2	\$ 1,200
Barracuda VPN	-	DE	1	\$ 6,000
Barracuda VPN	-	AZ	1	\$ 6,000
Barracuda Web Proxy	-	DE	1	\$ 2,500
Barracuda web Filter	-	AZ	1	\$ 2,500
Buffalo NAS	5/1/2009	DE	1	\$ 400
Checkpoint Firewall	3/1/2012	AZ	1	\$ 1,700
Checkpoint Firewall	9/1/2013	AZ	1	\$ 6,500
Checkpoint Firewall	9/1/2013	AZ	1	\$ 6,500
Checkpoint Firewall	9/1/2013	AZ	1	\$ 6,500
Checkpoint Firewall	9/1/2013	AZ	1	\$ 6,500
Checkpoint Firewall	9/1/2007	AZ	1	\$ 400
Checkpoint Firewall	3/1/2012	AZ	1	\$ 1,700
Checkpoint Firewall	9/1/2006	AZ	1	\$ 1,100
Checkpoint Firewall	9/1/2006	AZ	1	\$ 1,100
Checkpoint Firewall	3/28/2012	Bancorp Data Center	1	\$ 6,500
Checkpoint Firewall Management	9/1/2006	AZ	1	\$ 350
Checkpoint Firewall Management	9/1/2013	AZ	1	\$ 4,200
Checkpoint Firewall Mgt Appliance	3/28/2012	Bancorp Data Center	1	\$ 4,200
Cisco Firewall	-	DE	1	\$ 1,600
Cisco Router	-	Bancorp Data Center	1	\$ 2,200
Cisco Router	9/1/2004	AZ	1	\$ 3,000
Cisco Router	4/1/2011	AZ	1	\$ 3,500
Cisco Router	4/1/2011	AZ	1	\$ 3,500
Cisco Router	4/1/2012	AZ	1	\$ 7,000
Cisco Router	4/1/2012	AZ	1	\$ 7,200
Cisco Router	4/1/2012	AZ	1	\$ 7,200
Cisco Router / Switch	5/1/2009	AZ	1	\$ 8,000
Cisco Router / Switch	-	AZ	2	\$ 16,000
Cisco Router / Switch	-	AZ	1	\$ 8,000
Cisco Router / Switch	-	AZ	1	\$ 8,000
Cisco Router / Switch	4/1/2007	AZ	1	\$ 8,000

## Phoenix Payment Systems, Inc.

Case No. 14-11848

## Schedule B28-Office equipment, furnishings, and supplies.

Description	Date in Service	Location	Qty	Estimated Value
Cisco Router / Switch	4/1/2007	AZ	1	\$ 8,000
Cisco Router / Switch	9/1/2012	AZ	1	\$ 4,000
Cisco Router / Switch	9/1/2012	AZ	1	\$ 4,000
Cisco Router / Switch	-	AZ	1	\$ 8,000
Cisco Router / Switch	9/1/2012	AZ	1	\$ 8,000
Cisco Router / Switch	5/1/2013	AZ	3	\$ 21,000
Cisco Router / Switch	10/1/2010	AZ	1	\$ 25,000
Cisco Router / Switch	9/1/2012	AZ	1	\$ 8,000
Cisco Switch	-	DE	1	\$ 100
Cisco Switch	9/1/2004	AZ	1	\$ 800
Cisco Switch	9/1/2004	AZ	1	\$ 800
Cisco Switch	9/1/2004	AZ	1	\$ 800
Cisco Switch	-	AZ	1	\$ 800
Cisco Switch	-	AZ	2	\$ 800
Cisco Switch	4/1/2007	AZ	1	\$ 800
Cisco Switch	-	AZ	1	\$ 800
Cisco Switch	9/1/2004	AZ	1	\$ 1,200
Cisco Switch	9/1/2004	AZ	1	\$ 1,200
Cisco Switch	-	AZ	1	\$ 1,200
Cisco Switch	-	AZ	3	\$ 3,600
Cisco Switch	4/1/2007	AZ	1	\$ 1,500
Cisco Switch	4/1/2007	AZ	1	\$ 1,500
Cisco Switch	-	AZ	4	\$ 22,000
Cisco Switch/Router	-	DE	2	\$ 12,000
Cisco Switch/Router	-	Bancorp Data Center	1	\$ 6,000
Cisco Switch/Router	-	Bancorp Data Center	1	\$ 6,000
Cisco Switches	-	DE	3	\$ 3,500
Cisco Switches	-	Bancorp Data Center	2	\$ 3,500
Console Server	10/12/2008	Bancorp Data Center	1	\$ 4,200
CSU IVR	7/1/2009	AZ	1	\$ 1,800
Data Center Cabinets	-	AZ	22	\$ 26,400
RiverBed WAN Optimizer	9/1/2012	AZ	1	\$ 14,000
Dell Server	10/1/2008	AZ	1	\$ 200
Dell Server	10/1/2008	AZ	1	\$ 200
Dell Server	10/1/2008	AZ	1	\$ 200
Dell Server	10/1/2008	AZ	1	\$ 120
Dell Server	10/1/2008	AZ	1	\$ 300
Dell Server	10/1/2008	AZ	1	\$ 200
Dell Server	10/1/2008	AZ	1	\$ 500

## Phoenix Payment Systems, Inc.

Case No. 14-11848

## Schedule B28-Office equipment, furnishings, and supplies.

Description	Date in Service	Location	Qty	Estimated Value
Diebold ATM	-	AZ	1	\$ 1,500
Digi CM 48 RJ	6/26/2008	AZ	1	\$ 4,200
DigiCM 8 RJ-4	3/14/2008	AZ	2	\$ 2,100
DigiPort Serial Console Device	10/31/2011	AZ	2	\$ 2,000
FatPip WARP	3/17/2006	Bancorp Data Center	1	\$ 500
Fatpipe-az-1	-	AZ	1	\$ 8,000
Fatpipe-az-2	-	AZ	1	\$ 8,000
Fortigate Firewall	-	AZ	1	\$ 450
Futurex - SSP90	3/1/2011	Bancorp Data Center	1	\$ 22,000
HP EVA Base Storage Server	8/1/2006	Bancorp Data Center	1	\$ 1,900
HP Proliant Server	5/28/2009	AZ	1	\$ 42,000
HP Proliant Server	3/13/2009	AZ	1	\$ 42,000
HP Proliant Server	11/1/2010	AZ	1	\$ 42,000
HP Proliant Server	11/1/2010	AZ	1	\$ 42,000
HP Proliant Server	10/30/2010	Bancorp Data Center	1	\$ 42,000
HP Proliant Server	3/1/2008	AZ	1	\$ 3,000
HP Proliant Server	3/1/2008	AZ	1	\$ 3,000
HP Proliant Server	11/20/2011	Bancorp Data Center	1	\$ 4,000
HP Proliant Server	11/20/2011	Bancorp Data Center	1	\$ 4,000
HP Proliant Server	11/20/2011	Bancorp Data Center	1	\$ 4,000
HP Proliant Server	11/20/2011	Bancorp Data Center	1	\$ 4,000
HP Proliant Server	11/20/2011	AZ	1	\$ 4,000
HP Proliant Server	11/20/2011	DE	1	\$ 4,000
HP Proliant Server	11/20/2011	AZ	1	\$ 4,000
HP Proliant Server	3/1/2008	AZ	1	\$ 3,000
HP Proliant Server	2005	AZ	1	\$ 1,200
HP Proliant Server	6/28/1905	AZ	1	\$ 700
HP Proliant Server	7/2/1905	AZ	1	\$ 800
HP Proliant Server	6/28/1905	AZ	1	\$ 700
HP Proliant Server	6/27/1905	AZ	1	\$ 400
HP Proliant Server	7/1/1905	AZ	1	\$ 2,700
HP Proliant Server	7/1/1905	AZ	1	\$ 2,700
HP Proliant Server	11/20/2011	AZ	1	\$ 4,000
HP Proliant Server	11/20/2011	AZ	1	\$ 4,000
HP Proliant Server	11/20/2011	AZ	1	\$ 4,000
HP Proliant Server	11/20/2011	Bancorp Data Center	1	\$ 4,000
HP Proliant Server	11/20/2011	Bancorp Data Center	1	\$ 4,000
HP Proliant Server	7/1/1905	Bancorp Data Center	1	\$ 2,700
HP Proliant Server	6/30/1905	AZ	1	\$ 800



## Phoenix Payment Systems, Inc.

Case No. 14-11848

## Schedule B28-Office equipment, furnishings, and supplies.

Description	Date in Service	Location	Qty	Estimated Value
HP Proliant Server	11/20/2011	AZ	1	\$ 4,000
HP Proliant Server	6/30/1905	AZ	1	\$ 1,200
HP Proliant Server	6/30/1905	AZ	1	\$ 1,200
HP Proliant Server	7/1/1905	AZ	1	\$ 3,100
HP Proliant Server	6/27/1905	AZ	1	\$ 400
HP Proliant Server	11/4/2010	AZ	1	\$ 3,100
HP Proliant Server	4/4/2011	Bancorp Data Center	1	\$ 3,100
HP Proliant Server	4/4/2011	Bancorp Data Center	1	\$ 4,000
HP Proliant Server - ESX Server with Extra Memory	11/20/2011	AZ	1	\$ 12,000
HP Proliant Server - ESX Server with Extra Memory	10/29/2006	AZ	1	\$ 8,000
HP Proliant Server - ESX Server with Extra Memory	10/29/2006	AZ	1	\$ 8,000
HP Proliant Server - ESX Server with Extra Memory	1/20/2009	AZ	1	\$ 10,000
HP Proliant Server - ESX Server with Extra Memory	1/20/2009	AZ	1	\$ 10,000
HP Proliant Server - ESX Server with Extra Memory	11/20/2011	AZ	1	\$ 12,000
HP Proliant Server	8/1/2006	DE	1	\$ 1,100
HP Proliant Server	3/1/2008	DE	1	\$ 3,500
HP Proliant Server	7/1/1905	AZ	1	\$ 1,200
HP Proliant Server	7/2/1905	AZ	1	\$ 2,700
HP Proliant Server	6/28/1905	AZ	1	\$ 800
HP Proliant Server	7/1/1905	AZ	1	\$ 1,300
HP Proliant Server	6/28/1905	AZ	1	\$ 1,200
HP Proliant Server	6/28/1905	AZ	1	\$ 800
HP Proliant Server	6/28/1905	AZ	1	\$ 1,200
HP Proliant Server	6/28/1905	AZ	1	\$ 1,200
HP Proliant Server	6/30/1905	AZ	1	\$ 1,400
HP Proliant Server	6/30/1905	AZ	1	\$ 1,400
HP Proliant Server	6/29/1905	AZ	1	\$ 1,400
HP Proliant Server	6/29/1905	AZ	1	\$ 1,400
HP Proliant Server	-	Bancorp Data Center	1	\$ 2,700
HP Proliant Server	-	Bancorp Data Center	1	\$ 1,100
HP Proliant Server	-	Bancorp Data Center	1	\$ 800
HP Proliant Server	-	Bancorp Data Center	1	\$ 800
HP SCSI Attached Storage	6/29/1905	AZ	1	\$ 190
HP SCSI Attached Storage	6/29/1905	AZ	1	\$ 190
HP Storage Array	8/1/2006	Bancorp Data Center	1	\$ 10,500
HP Storage Array	10/29/2006	AZ	1	\$ 5,000
HP Storage Array	10/29/2006	AZ	1	\$ 850
HP Storage Array	1/21/2009	AZ	1	\$ 15,000
HP Storage Server	6/1/2008	AZ	1	\$ 2,200

## Phoenix Payment Systems, Inc.

Case No. 14-11848

## Schedule B28-Office equipment, furnishings, and supplies.

Description	Date in Service	Location	Qty	Estimated Value
HP Storage Server	4/1/2013	AZ	1	\$ 12,000
HP Storage shelf	3/1/2008	AZ	1	\$ 6,000
HP Storage shelf	2/6/2012	AZ	1	\$ 6,500
HP Storage shelf	3/1/2008	AZ	1	\$ 6,000
HP Storage Switches	8/1/2006	Bancorp Data Center	1	\$ 2,000
HP Storage Switches	8/1/2006	Bancorp Data Center	1	\$ 2,000
HP Storage Switches	1/21/2009	AZ	1	\$ 4,500
HP Storage Switches	1/21/2009	AZ	1	\$ 2,300
HP Tape Backup system	9/1/2006	AZ	1	\$ 2,500
Infocus projector	4/1/2007	AZ	1	\$ 350
Kemp load balancer - Scratch, redudnant	11/30/2012	DR	1	
Kemp load balancer - Scratch, redudnant	9/10/2009	DR	1	
Kemp Load Balancer	-	AZ	1	\$ 2,400
Kemp Load Balancer	-	AZ	1	\$ 2,400
Kemp Load Balancer	-	Bancorp Data Center	1	\$ 2,400
Kemp Load Balancer	-	AZ	1	\$ 6,500
Kemp Load Balancer	-	AZ	1	\$ 6,500
Kemp Load Balancer	-	AZ	1	\$ 2,200
Kemp Load Balancer	-	Bancorp Data Center	1	\$ 2,200
Kemp Load Balancer	-	AZ	1	\$ 2,200
Kemp Load Balancer	-	AZ	1	\$ 2,200
Lab Cabinets	-	AZ	6	\$ 7,200
Lifesize Video Conference	4/1/2008	AZ	1	\$ 4,000
Modem Racks	-	AZ	3	\$ 1,500
NetApp Storage Array	11/1/2010	AZ	1	\$ 25,000
NetApp Storage Array	11/1/2010	DE	1	\$ 13,000
NTP-1 Symetricom	3/1/2012	AZ	1	\$ 5,200
NTP-2 Symetricom	3/1/2012	AZ	1	\$ 5,200
PDU non Swiched Vertical	-	AZ	4	\$ 350
PDU non Switched horizontal	-	AZ	10	\$ 550
PRB-HSMA	10/1/2012	AZ	1	\$ 22,000
PRB-HSMB	10/1/2012	AZ	1	\$ 22,000
PRB-HSMUAP/DEV	10/1/2012	AZ	1	\$ 22,000
RiverBed WAN Optimizer	6/1/2012	Bancorp Data Center	1	\$ 14,000
Samsung 40" tv	4/1/2008	AZ	1	\$ 450
Secure Room Alarm System	-	AZ	1	\$ 250
Sharp Projector	1/1/2005	AZ	1	\$ 150
SonicWall	-	DE	1	\$ 800
Symmetricom Model S-200 GPS Network Time Saver - Scratch Redundant to row 190	11/15/2011	AZ	1	

## Phoenix Payment Systems, Inc.

Case No. 14-11848

## Schedule B28-Office equipment, furnishings, and supplies.

Description	Date in Service	Location	Qty	Estimated Value
Symmetricom Model S-200 GPS Network Time Saver - Scratch Redundant to row 191	11/15/2011	AZ	1	
Symmetricom Model S-200 GPS Network Time Saver	3/29/2012	Bancorp Data Center	1	\$ 5,200
Triton ATM	-	AZ	1	\$ 500
Video Security System	-	AZ	1	\$ 3,500
Vmware ESX Software Licenses	1/21/2009	AZ	2	\$ 7,000
Vmware ESX Software Licenses	1/21/2009	AZ	2	\$ 7,000
Vmware ESX Software Licenses	1/21/2009	AZ	1	\$ 1,600
HP Thin Client	7/6/1905	AZ	1	\$ 270
HP Thin Client	7/6/1905	AZ	1	\$ 270
HP Thin Client	7/6/1905	AZ	1	\$ 270
HP Thin Client	7/6/1905	AZ	1	\$ 270
HP Thin Client	7/6/1905	AZ	1	\$ 270
HP Thin Client	7/6/1905	AZ	1	\$ 270
HP Thin Client	7/6/1905	AZ	1	\$ 270
Monitors	6/28/1905	AZ	1	\$ 250
Monitors	6/28/1905	AZ	1	\$ 250
Monitors	6/30/1905	AZ	1	\$ 225
Monitors	6/30/1905	AZ	1	\$ 225
Monitors	6/30/1905	AZ	1	\$ 225
Monitors	6/30/1905	AZ	1	\$ 225
Monitors	6/30/1905	AZ	1	\$ 225
Monitors	6/30/1905	AZ	1	\$ 225
Monitors	7/2/1905	AZ	1	\$ 350
Monitors	6/27/1905	AZ	1	\$ 150
Monitors	6/27/1905	AZ	1	\$ 150
Monitors	6/27/1905	AZ	1	\$ 150
Monitors	7/2/1905	AZ	1	\$ 230
Monitors	6/28/1905	AZ	1	\$ 250
Monitors	6/28/1905	AZ	1	\$ 200
Printers	6/27/1905	AZ	1	\$ 450
Fax Machine	7/3/1905	AZ	1	\$ 380
Scanners	7/4/1905	AZ	1	\$ 750
HP Workstations	7/2/1905	AZ	1	\$ 570
HP Workstations	7/3/1905	AZ	1	\$ 250
HP Workstations	7/3/1905	AZ	1	\$ 250
HP Workstations	7/1/1905	AZ	1	\$ 1,200
HP Workstations	7/1/1905	AZ	1	\$ 2,200
HP Workstations	7/2/1905	AZ	1	\$ 167
HP Workstations	7/3/1905	AZ	1	\$ 250
HP Workstations	6/28/1905	AZ	1	\$ 340

## Phoenix Payment Systems, Inc.

Case No. 14-11848

Schedule B28-Office equipment, furnishings, and supplies.

Description	Date in Service	Location	Qty	Estimated Value
HP Workstations	6/30/1905	AZ	1	\$ 2,200
HP Workstations	7/3/1905	AZ	1	\$ 119
HP Workstations	7/2/1905	AZ	1	\$ 167
HP Workstations	7/2/1905	AZ	1	\$ 167
HP Workstations	6/30/1905	AZ	1	\$ 2,200
HP Workstations	7/3/1905	AZ	1	\$ 250
HP Laptops	-	AZ	1	\$ 170
HP Laptops	7/1/1905	AZ	1	\$ 125
Monitors	7/1/1905	AZ	1	\$ 288
Monitors	7/1/1905	AZ	1	\$ 288
Monitors	6/28/1905	AZ	1	\$ 60
Monitors	7/5/1905	AZ	1	\$ 167
Monitors	7/5/1905	AZ	1	\$ 167
Monitors	7/5/1905	AZ	1	\$ 167
Monitors	7/5/1905	AZ	1	\$ 167
Monitors	7/5/1905	AZ	1	\$ 170
Monitors	7/5/1905	AZ	1	\$ 170
Monitors	6/27/1905	AZ	1	\$ 60
Monitors	N/A	AZ	1	\$ 155
Monitors	7/4/1905	AZ	1	\$ 288
Monitors	6/27/1905	AZ	1	\$ 150
Monitors	6/27/1905	AZ	1	\$ 150
Monitors	7/2/1905	AZ	1	\$ 127
Monitors	7/4/1905	AZ	1	\$ 167
Monitors	7/4/1905	AZ	1	\$ 167
Monitors	7/4/1905	AZ	1	\$ 167
Monitors	7/4/1905	AZ	1	\$ 200
Monitors	7/4/1905	AZ	1	\$ 200
Monitors	6/28/1905	AZ	1	\$ 125
Workstation	6/27/1905	AZ	1	\$ 50
Workstation	6/29/1905	AZ	1	\$ 50
Workstations	7/3/1905	AZ	1	\$ 350
Workstations	6/29/1905	AZ	1	\$ 100
Workstations	7/3/1905	AZ	1	\$ 1,200
Workstations	7/4/1905	AZ	1	\$ 2,200
Workstations	7/3/1905	AZ	1	\$ 1,200
Monitors	7/3/1905	AZ	1	\$ 133
Monitors	6/29/1905	AZ	1	\$ 61
Monitors	6/29/1905	AZ	1	\$ 127

## Phoenix Payment Systems, Inc.

Case No. 14-11848

## Schedule B28-Office equipment, furnishings, and supplies.

Description	Date in Service	Location	Qty	Estimated Value
Monitors	7/4/1905	AZ	1	\$ 170
Monitors	7/4/1905	AZ	1	\$ 170
Monitors	7/4/1905	AZ	1	\$ 170
Printer	6/27/1905	AZ	1	\$ 1,480
Printer	7/3/1905	AZ	1	\$ 1,100
Printer	7/4/1905	AZ	1	\$ 4,700
Printer	6/27/1905	AZ	1	\$ 1,480
Laptop	7/1/2013	DE	2	\$ 880
Laptop	1/1/2013	DE	6	\$ 360
Laptop	1/1/2012	DE	6	\$ 450
Laptop	1/1/2011	DE	7	\$ 179
Laptop	7/1/2011	DE	2	\$ 500
Laptop	1/1/2011	DE	4	\$ 229
Laptop	1/1/2009	DE	6	\$ 125
Laptop	1/1/2011	DE	1	\$ 250
Desktop	1/1/2013	DE	1	\$ 800
Desktop	1/1/2010	DE	1	\$ 139
Monitor	-	DE	3	\$ 177
Monitor	-	DE	6	\$ 127
Monitor	-	DE	4	\$ 60
Monitor	-	DE	1	\$ 240
Monitor	-	DE	1	\$ 260
Monitor	-	DE	1	\$ 260
Monitor	-	DE	9	\$ 124
Monitor	-	DE	4	\$ 60
Printer	7/1/2012	DE	1	\$ 1,200
Printer	-	DE	2	\$ 209
Printer	-	DE	1	\$ 9,800
Printer	-	DE	1	\$ 229
<b>Total Computer Equipment</b>				<b>\$ 1,157,354</b>
<b>Furniture &amp; Fixtures:</b>				
Axis Fine Art - art for lobby	1/7/2010	DE		\$ 500
TSG - art work purchased from Siegfried	1/22/2010	DE	4	\$ 500
Sitting Room Furniture for Ray Moyer's office	4/30/2010	DE		\$ 500
West: Desks	6/30/2010	AZ	10	\$ 500
West Desk Chairs	6/30/2010	AZ	34	\$ 1,700
West Cubicles	6/30/2010	AZ	28	\$ 5,600
West Tables	6/30/2010	AZ	12	\$ 900
West Lab Tables	6/30/2010	AZ	2	\$ 150

**Phoenix Payment Systems, Inc.****Case No. 14-11848****Schedule B28-Office equipment, furnishings, and supplies.**

Description	Date in Service	Location	Qty	Estimated Value
West Conference Room Chairs	6/30/2010	AZ	10	\$ 500
West Large Desks	6/30/2010	AZ	2	\$ 200
West Waiting Room Chairs	6/30/2010	AZ	8	\$ 400
West Office Supply Cabinets	6/30/2010	AZ	3	\$ 150
West Waiting Room Tables	6/30/2010	AZ	2	\$ 150
West Reception Desk	6/30/2010	AZ	1	\$ 75
Office chairs	8/23/2010	DE	2	
<b>Total Furniture and Fixtures</b>				<b>\$ 11,825</b>
<b>Leasehold Improvements:</b>				
Yuasa 12V aAH battery	3/30/2007	AZ	1	\$ 40
Northern Comp proximity card reader	3/30/2007	AZ	1	\$ 1,000
Cable, connectors, hardware	3/30/2007	AZ		\$ 600
Altronix 8 camera 24VAC power supply	3/30/2007	AZ		\$ 90
Installation labor	3/30/2007	AZ		\$ -
DSX Door Access System	-	AZ/DE	2	\$ 5,000
Panasonic DVR camera security	3/30/2007	DE	8	\$ 3,500
Panasonic high res mini dome camera	3/30/2007	AZ		\$ 700
8th floor update - west	11/30/2009	AZ		\$ -
1201 North Mark-Tenant Improvement Overage	1/20/2010	DE		\$ -
Prevent Alarm-installation of access control, CCTV & burglar alarm	2/2/2010	DE		\$ 8,000
Black Box - inst-installation of cables at new location (1201 N Market)	2/19/2010	DE		\$ 9,730
<b>Total Leasehold Improvements</b>				<b>\$ 28,660</b>
<b>Network Infrastructure:</b>				
Structure cabling	1/16/2007	AZ		\$ -
Data system & conference room video system	4/11/2007	AZ		\$ 7,000
Data & network cabling (LANstar)	11/25/2009	AZ		\$ -
New circuits for PDUs in cabinets in row 6 from panels LPU 11 & LPU 13	8/2/2011	AZ	18	\$ 12,000
<b>Total Network Infrastructure</b>				<b>\$ 19,000</b>
<b>Other Equipment:</b>				
Copier	10/9/2009	DE	1	\$ 250
<b>Software:</b>				
SHI - prism deployment	11/11/2010	AZ/DE		\$ 675
SHI - prism asset manager	11/11/2010	AZ/DE		\$ 387
Oracle Database Enterprise/Partitioning/Diagnostics/Tuning Pack Perpetual	6/1/2012	AZ/Bancorp Data Center		\$ 152,965
SHI Microsoft Office Standard 2013	12/15/2012	AZ/DE		\$ 7,000
SHI Toad Software	4/1/2013	AZ		\$ 3,357
Fishbowl Inventory Software	5/1/2013	DE		\$ 2,261
SOS Security Checkpoint IPS Blade for 1 yr low-end appliances (software delivered electronically) 12-2-2013	12/29/2013	AZ		\$ 5,285
<b>Total Software</b>				<b>\$ 171,930</b>

Phoenix Payment Systems, Inc.  
Case No. 14-11848  
Schedule B28-Office equipment, furnishings, and supplies.

Description	Date in Service	Location	Qty	Estimated Value
<b>Storage Equipment:</b>				
NetApp Storage Array	12/1/2012	AZ	1	\$ 65,000
<b>Grand Total - Office Equipment, Furnishing, and Supplies</b>				<b>\$1,454,019.00</b>

**SCHEDULES OF ASSETS AND LIABILITIES**

**EXHIBIT B-30**

**INVENTORY**



**Phoenix Payment Systems, Inc.****Case No. 14-11848****Schedule B30 - Inventory**

Description	Qty	Vendor	Unit Cost	Asset Value
Dynamag Card ReaderHID	1	Magtek	\$70.00	\$70.00
Ingenico iSC250	63	Ingenico	\$514.73	\$32,427.99
Ingenico iSC250 replacement cable	10	Ingenico	\$10.00	\$100.00
Ingenico iSC250 Stylus Pen	8	Ingenico	\$25.00	\$200.00
Magtek Bullet Bluetooth Reader	5	Magtek	\$120.00	\$600.00
Magtek uDynamo Audio Jack Reader	5	Magtek	\$100.00	\$500.00
Production IPAD HID	32	Magtek	\$225.00	\$7,200.00
Production IPAD SC	3	Magtek	\$273.23	\$819.70
QuickPay Audio Jack Card Reader	1	Magtek	\$104.00	\$104.00
REFURB Vx510 6 MB	1		\$0.00	\$0.00
Refurb vx570 DC	6		\$0.00	\$0.00
Slim Seal Kiosk	1	Magtek	\$110.00	\$110.00
USED Hypercom T7 Plus	16		\$0.00	\$0.00
USED vx510	4		\$0.00	\$0.00
Used vx570DC	8		\$0.00	\$0.00
VeriFone PIN Pad 1000SE	1	JRS POS Depot	\$0.00	\$0.00
<b>Grand Total - Inventory</b>				<b>\$42,131.69</b>

In re <b>Phoenix Payment Systems, Inc.</b>	Case No.: <b>14-11848 (MFW)</b>
Debtor.	(If known)

### SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER <small>(See Instructions Above)</small>	CODEBTOR	H/W/J/C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT*	UNLIQUIDATED*	DISPUTED*	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Last four digits of <u>ACCOUNT NO.</u> CISCO SYSTEMS CAPITAL CORPORATION 170 W. TASMAN DRIVE MS SJ13-3 SAN JOSE, CA 95134			OBLIGATION WAS INCURRED ON OR AROUND 7/01/10. CLAIM COVERS ALL EQUIPMENT SUBJECT TO LEASE AGREEMENT # 8360-MMO01-0. LIEN WAS FILED 7/10/10 <u>VALUE UNKNOWN</u>				\$0.00	UNKNOWN
Last four digits of <u>ACCOUNT NO.</u> CISCO SYSTEMS CAPITAL CORPORATION 170 W. TASMAN DRIVE MS SJ13-3 SAN JOSE, CA 95134			OBLIGATION & LIEN INCURRED/FILED ON OR AROUND 8/18/11. CLAIM COVERS ALL EQUIPMENT SUBJECT TO LEASE AGREEMENT. <u>VALUE UNKNOWN</u>				\$2,329.20	UNKNOWN
Last four digits of <u>ACCOUNT NO.</u> HEWLETT-PACKARD FINANCIALS SERVICES COMPANY 200 CONNELL DRIVE BERKELEY HEIGHTS, NJ 07922			OBLIGATION & LIEN INCURRED/FILED ON OR AROUND 6/17/11. CLAIM COVERS EQUIPMENT AND SOFTWARE THAT CREDITOR HAS LEASED TO OR FINANCED FOR DEBTOR. <u>VALUE UNKNOWN</u>				\$0.00	UNKNOWN
Last four digits of <u>ACCOUNT NO.</u> HEWLETT-PACKARD FINANCIALS SERVICES COMPANY 200 CONNELL DRIVE BERKELEY HEIGHTS, NJ 07922			OBLIGATION & LIEN INCURRED/FILED ON OR AROUND 12/05/11. CLAIM COVERS EQUIPMENT AND SOFTWARE THAT CREDITOR HAS LEASED OR FINANCED TO DEBTOR. <u>VALUE UNKNOWN</u>				\$12,550.16	UNKNOWN

Subtotal (Total of this page)	<b>\$14,879.36</b>	<b>\$0.00</b>
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\* Contingent, unliquidated and disputed with respect to status as secured creditor.

In re <b>Phoenix Payment Systems, Inc.</b>	Case No.: <b>14-11848 (MFW)</b>  (If known)
Debtor.	

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See Instructions Above)	CODEBATOR	HM/JC	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY VALUE OF SUBJECT TO LIEN	CONTINGENT*	UNLIQUIDATED*	DISPUTED*	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Last four digits of <u>ACCOUNT NO.</u> HEWLETT-PACKARD FINANCIALS SERVICES COMPANY 200 CONNELL DRIVE BERKELEY HEIGHTS, NJ 07922			OBLIGATION & LIEN INCURRED/FILED ON OR AROUND 5/4/12. CLAIM COVERS EQUIPMENT AND SOFTWARE LEASED OR FINANCED TO <u>DEBTOR IN CONJUNCTION WITH HP MEMORY BOARD/AXION AX MEMORY.</u> VALUE UNKNOWN				\$8,012.40	UNKNOWN
Last four digits of <u>ACCOUNT NO.</u> INSIGHT GLOBAL FINANCE 10201 CENTURION PARKWAY NORTH SUITE 100 JACKSONVILLE, FL 32256			OBLIGATION & LIEN INCURRED/FILED ON OR AROUND 2/22/12. CLAIM COVERS 12 HP HARD DRIVES, 1 HP STORGAE WORKS, AND 6 CHECK <u>POINT 4600 APPLIANCE WITH SECURITY BLADES.</u> VALUE UNKNOWN				\$22,750.42	UNKNOWN
Last four digits of <u>ACCOUNT NO.</u> THE BANCORP BANK 409 SILVERSIDE ROAD SUITE 105 WILMINGTON, DE 19809			LIEN FILE ON 05/25/12. OBLIGATION WAS INCURRED BASED ON VARIOUS AGREEMENTS. CLAIM COVERS ALL COLLATERAL.  VALUE Unknown				\$5,766,353.00	UNKNOWN
Last four digits of <u>ACCOUNT NO.</u> VAR RESOURCES, INC. 800 WALNUT STREET MAC F4031-030 DES MOINES, IA 50309			OBLIGATION WAS INCURRED ON OR AROUND 8/31/10. CLAIM COVERS SERVER EQUIPMENT AND RELATED ITEMS.  VALUE UNKNOWN				\$0.00	UNKNOWN
Last four digits of <u>ACCOUNT NO.</u> VAR RESOURCES, INC. 800 WALNUT STREET MAC F4031-030 DES MOINES, IA 50309			OBLIGATION & LIEN INCURRED/FILED ON OUR AROUND 5/10/13. CLAIM COVERS CISCO EQUIPMENT AS DESCRIBED ON INVOICE.  VALUE UNKNOWN				\$17,004.20	UNKNOWN
Last four digits of <u>ACCOUNT NO.</u> WESTERN EQUIPMENT FINANCE, INC. PO BOX 640 DEVILS LAKE, ND 58301			OBLIGATION WAS INCURRED ON OR AROUND 5/1/13. LIEN FILED 07/24/13. CLAIM COVERS HP NEXT DAY SUPPORT.  VALUE UNKNOWN				\$0.00	UNKNOWN
Last four digits of <u>ACCOUNT NO.</u> WESTERN EQUIPMENT FINANCE, INC. PO BOX 640 DEVILS LAKE, ND 58301			OBLIGATION WAS INCURRED ON OR AROUND 8/1/13. LIEN FILED 10/22/13. CLAIM COVERS SUPPORT FOR NETAPP DATABASE STORAGE <u>ARRAY SUPPORT.</u> VALUE UNKNOWN				\$0.00	UNKNOWN

Subtotal (Total of this page)	<b>\$5,814,120.02</b>	<b>\$0.00</b>
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\* Contingent, unliquidated and disputed with respect to status as secured creditor.  
Sheet no. 1 of 2 Continuation  
Sheets attached to Schedule of Creditors  
Holding Secured Claims

In re <b>Phoenix Payment Systems, Inc.</b>	Case No.: <b>14-11848 (MFW)</b>
Debtor.	(If known)

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See Instructions Above)	CODEBTR	HMJIC	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY VALUE OF SUBJECT TO LIEN	CONTINGENT*	UNLIQUIDATED*	DISPUTED*	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Last four digits of <u>ACCOUNT NO.</u> <b>WOLLMUTH MAHER &amp; DEUTSCH LLP</b> <b>500 FIFTH AVENUE</b> <b>NEW YORK, NY 10110</b>			<b>OBLIGATION WAS INCURRED BEGINNING IN 2012 IN CONJUNCTION WITH RENDERING LEGAL SERVICES TO DEBTOR. CLAIM COVERS A <u>JUNIOR LIEN ON ALL COLLATERAL. LIEN WAS FILED 8/23/13</u></b> <b>VALUE UNKNOWN</b>				<b>\$471,346.17</b>	<b>UNKNOWN</b>

Total	<b>\$6,300,345.55</b>	<b>UNKNOWN</b>
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(Report also on Summary of Schedules.) (If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

Subtotal (Total of this page)	<b>\$471,346.17</b>	<b>\$0.00</b>
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\* Contingent, unliquidated and disputed with respect to status as secured creditor.  
Sheet no. 2 of 2 Continuation  
Sheets attached to Schedule of Creditors  
Holding Secured Claims

Phoenix Payment Systems, Inc.

14-11848

Debtor

Case No. (If known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed.R.Bankr.P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether husband, wife, both of them or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts who file a case under chapter 7 or 13 report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts who file a case under chapter 7 report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets) **Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

 **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

 **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

 **Contributions to employee benefit plans.**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the creation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

 **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$6,150\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

 **Deposits by individuals**

Claims of individuals up to \$2,775\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

 **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

 **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

 **Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\*Amounts subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (04/13) - Cont.

Phoenix Payment Systems, Inc.

14-11848

Debtor

Case No. (If known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**  
(5 continuation sheets attached)

Wages, salaries, and commissions

TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <small>(See instructions.)</small>	CODEBETOR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM.	TYPE OF PRIORITY			TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
				CONTINGENT	UNLIQUIDATED	DISPUTED			
<b>ACCOUNT NO.</b> ALEC DOLLARHIDE 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$13,465.31	\$12,475.00	\$990.31
<b>ACCOUNT NO.</b> ANTHONY DOLLARHIDE 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$1,199.94	\$1,199.94	\$0.00
<b>ACCOUNT NO.</b> CAROLYN AGUDELO 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$790.23	\$790.23	\$0.00
<b>ACCOUNT NO.</b> CATHY ERHARDT 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$352.91	\$352.91	\$0.00
<b>ACCOUNT NO.</b> DAVID DETWEILER 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$227.54	\$227.54	\$0.00
<b>ACCOUNT NO.</b> JAC DOLLARHIDE 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$3,488.66	\$3,488.66	\$0.00

\*Amounts subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

Subtotal  
(Totals of this page)

\$19,524.60	\$18,534.29	\$990.31
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Phoenix Payment Systems, Inc.

14-11848

Debtor Case No. (If known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**  
(5 continuation sheets attached)

Wages, salaries, and commissions

TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <small>(See instructions.)</small>	CODEBETOR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM.	TYPE OF PRIORITY			TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
				CONTINGENT	UNLIQUIDATED	DISPUTED			
<b>ACCOUNT NO.</b> JANET WORTHEN 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$2,100.00	\$2,100.00	\$0.00
<b>ACCOUNT NO.</b> JASON MILLS 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$705.60	\$705.60	\$0.00
<b>ACCOUNT NO.</b> JASON NOWICKI 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$2,756.60	\$2,756.60	\$0.00
<b>ACCOUNT NO.</b> JIM PIERCE 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$2,432.70	\$2,432.70	\$0.00
<b>ACCOUNT NO.</b> JOAN SHUTT 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$1,589.54	\$1,589.54	\$0.00
<b>ACCOUNT NO.</b> JOE MONTERO 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$944.58	\$944.58	\$0.00

\*Amounts subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

\$10,529.02	\$10,529.02	\$0.00
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B6E (Official Form 6E) (04/13) - Cont.

Phoenix Payment Systems, Inc.

14-11848

Debtor Case No. (If known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**  
(5 continuation sheets attached)

Wages, salaries, and commissions

TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <small>(See instructions.)</small>	CODEBETOR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM.	TYPE OF PRIORITY			TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
				CONTINGENT	UNLIQUIDATED	DISPUTED			
<b>ACCOUNT NO.</b> KENT GLENN 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$777.15	\$777.15	\$0.00
<b>ACCOUNT NO.</b> MAE LEYBA 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$257.04	\$257.04	\$0.00
<b>ACCOUNT NO.</b> MARK DEWEY 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$2,759.94	\$2,759.94	\$0.00
<b>ACCOUNT NO.</b> MATT ORNCE 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$2,920.80	\$2,920.80	\$0.00
<b>ACCOUNT NO.</b> MICHELLE SCHLACTER 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$1,161.54	\$1,161.54	\$0.00
<b>ACCOUNT NO.</b> MIKE BILLIPS 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$565.82	\$565.82	\$0.00

\*Amounts subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

Subtotal  
(Totals of this page)

\$8,442.29	\$8,442.29	\$0.00
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Phoenix Payment Systems, Inc.

14-11848

Debtor

Case No. (If known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**  
(5 continuation sheets attached)

Wages, salaries, and commissions

TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <small>(See instructions.)</small>	CODEBETOR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM.	TYPE OF PRIORITY			TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
				CONTINGENT	UNLIQUIDATED	DISPUTED			
<b>ACCOUNT NO.</b> MIKE RICCO 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$1,752.37	\$1,752.37	\$0.00
<b>ACCOUNT NO.</b> NANCY REILLY 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$15,709.69	\$12,475.00	\$3,234.69
<b>ACCOUNT NO.</b> PATRICK SMITH 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$3,033.72	\$3,033.72	\$0.00
<b>ACCOUNT NO.</b> ROBERT CASTRO 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$1,139.62	\$1,139.62	\$0.00
<b>ACCOUNT NO.</b> ROBERTO CRUZ 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$158.64	\$158.64	\$0.00
<b>ACCOUNT NO.</b> STACY WILLIAMS 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$668.80	\$668.80	\$0.00

\*Amounts subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

\$22,462.83	\$19,228.15	\$3,234.69
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B6E (Official Form 6E) (04/13) - Cont.

Phoenix Payment Systems, Inc.

14-11848

Debtor Case No. (If known)

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**  
(5 continuation sheets attached)

Wages, salaries, and commissions

TYPE OF PRIORITY

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <small>(See instructions.)</small>	CODEBETOR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM.	TYPE OF PRIORITY			TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
				CONTINGENT	UNLIQUIDATED	DISPUTED			
<b>ACCOUNT NO.</b> STEVE PILE 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$6,733.12	\$6,733.12	\$0.00
<b>ACCOUNT NO.</b> STEVE RICHENS 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$1,907.81	\$1,907.81	\$0.00
<b>ACCOUNT NO.</b> TRISH D'ANTONIO 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$378.42	\$378.42	\$0.00
<b>ACCOUNT NO.</b> TRUDY LAYTON 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$29.42	\$29.42	\$0.00
<b>ACCOUNT NO.</b> TRUSCOTT LEE 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$1,635.68	\$1,635.68	\$0.00
<b>ACCOUNT NO.</b> VERONICA MCGREW 1201 NORTH MARKET STREET, SUITE 701 WILMINGTON, DE 19801			PTO				\$490.20	\$490.20	\$0.00

\*Amounts subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

Subtotal  
(Totals of this page)

\$11,174.66	\$11,174.66	\$0.00
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(Use only on last page of the completed Schedule E. Report also on the Summary of Schedules.)

(Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)

Total	\$72,133.41		
Totals		\$67,908.41	\$4,225.00

\*Amounts subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

Subtotal  
(Totals of this page)

\$0.00	\$0.00	\$0.00
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Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

### SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a "minor child" is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on the page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing a "H," "W," "J," or "C," in the column labeled "Husband, Wife, Joint or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding general unsecured claims to report on this Schedule F.

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE	CODEBTOR	H/W/J/C	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. ALEC DOLLARHIDE 12712 E. TURQUOISE SCOTTSDALE, AZ 85259			DISPUTED WAGE CLAIMS			X	\$118,269.00
ACCOUNT NO. ALERT SERVICES, INC. D/B/A ALERTPAY 8255 MOUNTAIN SIGHTS #100 MONTREAL, QC H4P2B5 CANADA			LITIGATION	X	X	X	UNKNOWN
ACCOUNT NO. ALERT SERVICES, INC. D/B/A ALERTPAY 1176 STATE ROUTE 9, SUITE 402 CHAPLAIN, NY 12919			LITIGATION CLAIMS				\$260,372.83
ACCOUNT NO. ANA VELASQUEZ 2405 OLDEN AVE NEWARK, DE 19713			REFERRAL AGENTS				\$41.92
ACCOUNT NO. ANDREW BRADLEY 2516 PENNINGTON DR WILMINGTON, DE 19810			COMMISSIONS				\$15.83

Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See instructions above.)	CODEBTR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. ANTHONGY FERGUSON/BIG DOG PAYMENTS 371A JOSEPH-CARRIER VAUDREUIL-DORION, QC J7V 5V5 CANADA			REFERRAL AGENTS				\$5,173.43
ACCOUNT NO. BANC OF AMERICA LEASING & CAPITAL, LLC PO BOX 405874 ATLANTA, GA 30384-5874			LITIGATION	X	X	X	UNKNOWN
ACCOUNT NO. BANC OF AMERICA LEASING & CAPITAL,LLC C/O SERLIN & WHITEFORD, LLP 700 EAST STREET SACRAMENTO, CA 95814			LITIGATION CLAIMS			X	\$621,247.57
ACCOUNT NO. BIFFERATO PO BOX 2165 WILMINGTON, DE 19899			TRADE PAYABLE				\$9,278.90
ACCOUNT NO. BLUE SQUARE RESOLUTIONS 15950 N 76TH ST SUITE 100 SCOTTSDALE, AZ 85254			REFERRAL AGENTS				\$35,413.12
ACCOUNT NO. BLUESQUARE RESOLUTIONS, LLC 4835 E. CACTUS ROAD, SUITE 335 PHOENIX, AZ 85254			LITIGATION	X	X	X	UNKNOWN
ACCOUNT NO. BMC GROUP VDR, LLC PO BOX 748225 LOS ANGELES, CA 90074-8225			TRADE PAYABLE				\$426.80
ACCOUNT NO. CENTRAL PARKING PO BOX 790402 ST. LOUIS, MO 63179-0402			TRADE PAYABLE				\$30.00

Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See instructions above.)	CODEBTR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. CENTURY LINK - TNS BACKUP CIRCUIT PO BOX 52187 PHOENIX, AZ 85072-2187			TRADE PAYABLE				\$15.61
ACCOUNT NO. Acct #602-222-3880 130B CENTURYLINK - BASIC PHONE PO BOX 29040 PHOENIX, AZ 85038-9040			TRADE PAYABLE				\$585.26
ACCOUNT NO. CITRIN COOPERMAN & COMPANY, LLP 1800 JFK BOULEVARD, 20TH FLOOR PHILADELPHIA, PA19103			LITIGATION CLAIMS				\$75,062.00
ACCOUNT NO. COMMONWEALTH MARKETING GROUP, INC. ONE MILLENNIUM DRIVE UNIONTOWN, PA 15401			LITIGATION CLAIMS				\$422,522.41
ACCOUNT NO. CONTROL SCAN DEPT CH-16744 PALANTINE, IL 60055-6744			TRADE PAYABLE				\$2,273.10
ACCOUNT NO. DAVID AND/OR KAREN HULTS 1819 SCOTT CIRCLE STOUGHTON, WI 53589			PROMISSORY NOTES & ACCRUED INTEREST				\$825,123.00
ACCOUNT NO. DAVID HOGAN C/O HEARTLAND PAYMENT SYSTEMS 90 NASSAU ST. PRINCETON NJ 08542			BOARD OF DIRECTOR FEES			X	\$183,320.00
ACCOUNT NO. DEPARTMENT OF JUSTICE US ATTORNEY'S OFFICE ATTN: MICHAEL LOCKARD ONE ST ANDREW'S PLAZA NEW YORK, NY 10007			MERCHANT MONEY SEIZED BY DEPARTMENT OF JUSTICE			X	\$1,057,121.00

Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See instructions above.)	CODEBTR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. DIVERSIFIED DATA 10811 NORTHEND AVE FERNADALE, MI 48220			REFERRAL AGENTS				\$68,825.18
ACCOUNT NO. DP AIR PO BOX 52726 PHOENIX, AZ 85072-2726			TRADE PAYABLE				\$220.00
ACCOUNT NO. ECC 11 INDEPENDENCE WAY NEWARK, DE 19713			TRADE PAYABLE				\$10,000.00
ACCOUNT NO. EDMOND J. RONCONE 28 MEADOWBROOK LANE NEWARK, DE 19711			LITIGATION	X	X	X	UNKNOWN
ACCOUNT NO. EDMOND J. RONCONE C/O COOCH & TAYLOR, P.A. 1000 WEST STREET, 10TH FLOOR P.O. BOX 1680 WILMINGTON, DE 19899			LITIGATION CLAIMS			X	\$171,519.88
ACCOUNT NO. EQUIFAX PO BOX 105835 ATLANTA, GA 30348			TRADE PAYABLE				\$69.75
ACCOUNT NO. ESC 4326 NORTH 75TH ST. SCOTTSDALE, AZ			TRADE PAYABLE				\$150.00
ACCOUNT NO. EXADIGM 2871 PULLMAN ST SANTA ANA, CA 92705			TRADE PAYABLE				\$340.00

Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See instructions above.)	CODEBTR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. FASTRAX POS, LLC 434 BROADWAY MONTICELLO, NY 12701			REFERRAL AGENT				\$53.06
ACCOUNT NO. FELIX JUAN 10622 ASHFORD OAKS DRIVE TAMPA, FL 33625			TRADE PAYABLE				\$94.68
ACCOUNT NO. FIRESIDE AUTO FINANCE, INC. F/K/A FIRESIDE BANK 5050 HOPYARD ROAD SUITE 200 PLEASANTON, CA 94588			LITIGATION	X	X	X	UNKNOWN
ACCOUNT NO. FIRST BANK OF DELAWARE LIQUIDATING TRUST 1000 ROCKY RUN PARKWAY WILMINGTON, DE 19803			LITIGATION	X	X	X	UNKNOWN
ACCOUNT NO. FIRST BANK OF DELAWARE LIQUIDATING TRUST C/O MONTGOMERY, MCCrackEN, WALKER & RHOADS, LLP 1105 N. MARKET STREET, SUITE 1500 WILMINGTON, DE 19801			LITIGATION CLAIMS			X	UNKNOWN
ACCOUNT NO. G2 WEB SERVICES 1750 112TH AVE. N.E. #C101 BELLEVUE, WA 98004-3727			TRADE PAYABLE				\$1,642.06
ACCOUNT NO. GCF 3595 RIDER TRAIL SOUTH EARTH CITY, MO 63045			TRADE PAYABLE				\$882.28
ACCOUNT NO. GUNDERSON 1200 SEAPORT BLVD. REDWOOD CITY, CA 94063			TRADE PAYABLE				\$88,657.32



Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See instructions above.)	CODEBTR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. HARLAND FINANCIAL 3197 PLAYERS CLUB PARKWAY MEMPHIS, TN 38125			REFERRAL AGENTS				\$3,005.50
ACCOUNT NO. HEARTLAND PAYMENT SYSTEMS 90 NASSAU ST PRINCETON, NJ 08552			REFERRAL AGENTS				\$40,884.73
ACCOUNT NO. HOGAN LOVELLS PARK PLACE II, 9TH FLOOR 7930 JONES BRANCH DRIVE MCLEAN, VA 22102-3302			TRADE PAYABLE				\$148,407.74
ACCOUNT NO. HUGHES HUBBARD ONE BATTERY PARK PLAZA NEW YORK, NY 10004-1482			TRADE PAYABLE				\$39,160.43
ACCOUNT NO. ICC SOLUTIONS ST JAMES COURT WARRINGTON CHESHIRE, WA4 6PS UK			TRADE PAYABLE				\$1,000.00
ACCOUNT NO. IMAGEVISION 5010 RITTER RD., SUITE 101 MECHANICSBURG, PA 17059			REFERRAL AGENTS				\$92,809.62
ACCOUNT NO. IMPACT PAYMENTS RECRUITING 18325 N. ALLIED WAY, SUITE 210 PHOENIX, AZ 85054			LITIGATION CLAIMS				\$77,750.00
ACCOUNT NO. INFOSEND 4240 E LA PALMA AVE ANAHEIM, CA 92807			REFERRAL AGENTS				\$206,477.84

Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See instructions above.)	CODEBTR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. INGENICARD 6625 MIAMI LAKES DR., SUITE 327 MIAMI LAKES, FL 33014			REFERRAL AGENTS				\$2,442.51
ACCOUNT NO. INSIGHT GLOBAL FINANCE 21146 NETWORK PLACE CHICAGO, IL 60673-1211			TRADE PAYABLE				\$3,220.40
ACCOUNT NO. INSITE MARKETING GROUP, LLC D/B/A PLATINUM SERVICES A/K/A MAXIMUM PLATINUM 169 SOUTH MAIN ST. NEW CITY, NY 10956			LITIGATION	X	X	X	UNKNOWN
ACCOUNT NO. INSITE MARKETING GROUP, LLC D/B/A PLATINUM SERVICES A/K/A MAXIMUM PLATINUM 2533 NORTH CARSON STREET CARSON CITY, NV 89701			LITIGATION CLAIMS				\$119,900.05
ACCOUNT NO. INTEGRATED BUSINESS SOLUTIONS 12201 GAYTON ROAD, SUITE 100 RICHMOND, VA 23238			REFERRAL AGENTS				\$1,265.79
ACCOUNT NO. IRON MOUNTAIN PO BOX 27129 NEW YORK, NY 10087-7129			TRADE PAYABLE				\$730.76
ACCOUNT NO. JASON BUCK 4779 WEST 10600 NORTH HIGHLAND, UT 84003			REFERRAL AGENTS				\$1,105.60
ACCOUNT NO. JIM BROWN 102 FAIRVIEW LANE LANDENBURG, PA 19350			REFERRAL AGENTS				\$1,886.01

Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See instructions above.)	CODEBTR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. KAHG, LLC F/K/A FIRESIDE AUTO FINANCE, INC. F/K/A FIRESIDE BANK EAST ARIZONA BILTMORE CIRCLE SUITE 1135 PHOENIX, AZ 85016			LITIGATION CLAIMS				\$420,387.10
ACCOUNT NO. LAW OFFICES OF ALEXANDRE TURNER LLC LAND TITLE BUILDING 100 SOUTH BROAD ST., STE 715 PHILADELPHIA, PA 19110			TRADE PAYABLE				\$690.00
ACCOUNT NO. LINDSAY FARLING 1913 SYCAMORE ST. WILMINGTON, DE 19805			COMMISSIONS				\$67.03
ACCOUNT NO. MAGTEK ATTN: ACCOUNTS RECEIVABLE 1710 APOLLO COURT SEAL BEACH, CA 90740			TRADE PAYABLE				\$3,500.00
ACCOUNT NO. MARON MARVEL 1201 NORTH MARKET ST., SUITE 900 PO BOX 288 WILMINGTON, DE 19899-0288			TRADE PAYABLE				\$6,911.60
ACCOUNT NO. MATT ORNCE 385 SAGINAW ROAD LINCOLN UNIVERSITY, PA 19352			DISPUTED WAGE CLAIMS			X	\$381,539.13
ACCOUNT NO. MERKIN CONSULTING 3570 SOUTH OCEAN BLVD APT 309 PALM BEACH, FL 33480			REFERRAL AGENTS				\$3,972.26
ACCOUNT NO. METRO BANK 3801 PAXTON STREET HARRISBURG, PA 17111			REFERRAL AGENTS				\$762.99

Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See instructions above.)	CODEBTR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. MY PC BACKUP, INC. 111 EAST BROADWAY, SUITE 210 GLENDALE, CA 91205			LITIGATION CLAIMS			X	\$225,784.35
ACCOUNT NO. PAYMENT KEYS, INC 2201 BROOKHOLLOW PLAZA DR. SUITE #300 ARLINGTON TX 76006			LITIGATION	X	X	X	UNKNOWN
ACCOUNT NO. PAYMENT KEYS, INC. 550 MARIGOLD COURT ARLINGTON, TX 76017			LITIGATION CLAIMS				\$685,087.18
ACCOUNT NO. PHIL PHILLIOU 12 LITTLEFIELD CT HAWORTH, NJ 7640			REFERRAL AGENTS				\$708.62
ACCOUNT NO. PHOENIX GROUP 6705 KEATON CORPORATE PARKWAY O'FALLON, MO 63368			TRADE PAYABLE				\$4,269.84
ACCOUNT NO. POWER SPORTS NETWORK 150 GRANBY ST NORFOLK, VA 23510			REFERRAL AGENTS				\$318.38
ACCOUNT NO. PROCTOR HEYMAN LLP 300 DELAWARE AVE., SUITE 200 WILMINGTON, DE 19801			TRADE PAYABLE				\$6,067.50
ACCOUNT NO. PWC PO BOX 7247-8001 PHILADELPHIA, PA 19170-8001			TRADE PAYABLE				\$365,701.00

Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See instructions above.)	CODEBTR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. RADIQAL INTERCHANGE 110 GIBRALTOR RD., SUITE 222 HORSHAM, PA 19044			REFERRAL AGENTS				\$17,367.02
ACCOUNT NO. RECRUITING.COM PO BOX 29386 PHOENIX, AZ 85038-9386			TRADE PAYABLE				\$389.00
ACCOUNT NO. RIVA PAYMENTS 1108 KINGS HIGHWAY, SUITE 4 CHESTER, NY 10918			REFERRAL AGENTS				\$49,202.46
ACCOUNT NO. SHEA & CARLYON 701 BRIDGER AVE., SUITE 850 LAS VEGAS, NV 89101			TRADE PAYABLE				\$22,992.58
ACCOUNT NO. SHRED-IT PO BOX 101077 PASADENA, CA 91189			TRADE PAYABLE				\$80.77
ACCOUNT NO. SIGNAPAY 105 DECKER COURT, SUITE 650 IRVING, TX 75062			REFERRAL AGENTS				\$21,106.66
ACCOUNT NO. SKRILL USA, INC. F/K/A MONEYBOOKERS USA, INC. 25 CANADA SQUARE LONDON E14 5LB UNITED KINGDOM			LITIGATION	X	X	X	UNKNOWN
ACCOUNT NO. SKRILL USA, INC. F/K/A MONEYBOOKERS USA, INC. 61 BROADWAY, SUITE 1603 NEW YORK, NY 10006			LITIGATION CLAIMS			X	\$324,435.84

Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See instructions above.)	CODEBTR	HWJC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. SPARKLETT'S PO BOX 660579 DALLAS, TX 75266-0579			TRADE PAYABLE				\$119.74
ACCOUNT NO. TNS 15847 COLLECTION CENTER DRIVE CHICAGO, IL 60696			TRADE PAYABLE				\$85.98
ACCOUNT NO. TRANSEND IT, INC. 100 TECHNOLOGY WAY BLDG. SUITE #240 MT. LAUREL, NJ 08054			TRADE PAYABLE				\$6,000.00
ACCOUNT NO. TROPIC INTERIORS 4303 MILLER ROAD WILMINGTON, DE 19802			TRADE PAYABLE				\$217.00
ACCOUNT NO. UNITED CHECK SERVICES 5431 O'NEAL RD GULPORT, MS 39503			REFERRAL AGENTS				\$19,609.19
ACCOUNT NO. UPS PO BOX 7247-0244 PHILADELPHIA, PA 19170-0001			TRADE PAYABLE				\$640.86
ACCOUNT NO. VERIZON #14279 PO BOX 660072 DALLAS, TX 75266-0072			TRADE PAYABLE				\$231.22
ACCOUNT NO. WHOLESALE PAYMENTS SOLUTIONS, INC. D/B/A YOOZY 4320 MARSH RIDGE ROAD #100 CARROLTON, TX 75010			LITIGATION CLAIMS			X	\$408,060.00

Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER  (See instructions above.)	CODEBATOR	HWJIC	DATE CLAIM WAS INCURRED, AND CONSIDERATION FOR CLAIM. IF CLAIM SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
<b>ACCOUNT NO.</b> WOODCOCK WASHBURN 2929 ARCH ST., CIRA CENTRE, 12TH FLOOR PHILADELPHIA, PA 19104-2891			TRADE PAYABLE				<b>\$36,068.38</b>
Total							<b>\$7,711,166.65</b>

Phoenix Payment Systems, Inc.

14-11848 (MFW)

Debtor

Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B, a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed.R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT
1201 NORTH MARKET STREET LLC PO BOX 823743 1201 N MARKET ST. PHILADELPHIA, PA 19182-3743	REAL PROPERTY LEASE SUITE 701 1201 NORTH MARKET STREET WILMINGTON, DE 19801
15TH AND CUSTER TIRE AND SVC 1300 CUSTER SUITE 102 PLANO, TX 75075	MERCHANT AGREEMENT
271 HIALEAH AUTOMOTIVE 271 EAST 1 AVE HIALEAH, FL 33010	MERCHANT AGREEMENT
3300 TOWER ASRS 0ASH01 3300 TOWER PO BOX 82551 GOLETA, CA 93118-2551	ARIZONA LANDLORD
37TH ST TIRE AND AUTO SER 923 NW 37TH ST NW ROCHESTER, MN 55901	MERCHANT AGREEMENT
3SIS, INC. 2408 PARK DRIVE, SUITE B HARRISBURG, PA 17110	MERCHANT AGREEMENT
4 STATES TIRE & SERVICE DURA 480 S. CAMINO DEL RIO DURANGO , CO 81302	MERCHANT AGREEMENT



Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
580 ROUTE 303 ASSOCIATES, INC. 20 MOUNTAIN VIEW AVE, SUITE A ORANGEBURG, NY 10962	MERCHANT AGREEMENT
795 TIRE SERVICE INC 3958 ROCKLAND DRIVE MILLBURY, OH 43447	MERCHANT AGREEMENT
A & W LEASING 4991 HIGHWAY 423 MC KENZIE, TN 38201-8551	REFERRAL AGENT AGREEMENT
A-1 CERTIFIED AUTO CENTER 2-26 GARFIELD AVE JERSEY CITY, NJ 7305	MERCHANT AGREEMENT
A-1 WELL SERVICE & SUPPLY, INC 2583 S. THUNDERHEAD DRIVE KONGMAN, AZ 86401	MERCHANT AGREEMENT
AA TIRE & SERVICE 525 MAIN STREET FARMINGDALE, NY 11735	MERCHANT AGREEMENT
ABACUS PS RA 610 NEWPORT CENTER DRIVE 5TH FLOOR NEWPORT BEACH, CA 92660	REFERRAL AGENT AGREEMENT
ABACUS RA 610 NEWPORT CENTER DRIVE 5TH FLOOR NEWPORT BEACH, CA 92660	REFERRAL AGENT AGREEMENT
ACCELERATED COMMERCE SOLUTIONS INC. 1804 N SHORELINE BLVD., SUITE 230 MOUNTAIN VIEW, CA 94043	REFERRAL AGENT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
ACE TIRE AND AUTO SERVICE, INC 1414 38TH STREET PERU, IL 61354	MERCHANT AGREEMENT
ACHIEVING PHYSIQUES INC. 207 HOBSON DRIVE HOCKESSIN, DE 19707	MERCHANT AGREEMENT
ACORN TIRE 100 E. HIGGINS RD HOFFMAN ESTATES, IL 60195	MERCHANT AGREEMENT
AD & RT DRAKE CORP 2333 STERLING AVE SAN BERNARDINO, CA 92404	MERCHANT AGREEMENT
ADA VIS GLOBAL ENTERPRISES INC ONE RIDGEGATE DRIVE TEMECULA, CA 92590	MERCHANT AGREEMENT
ADAMEC HARLEY-DAVIDSON OF JACK 8909 BAY MEADOWS RD JACKSONVILLE, FL 32256-2059	MERCHANT AGREEMENT
ADAPTIVE PAYMENTS 945 EAST LAS OLAS BLVD SUITE 201 FT. LAUDERDALE, FL 33301	REFERRAL AGENT AGREEMENT
ADMIRAL TIRE 1210 FOREST DRIVE ANNAPOLIS, MD 21037	MERCHANT AGREEMENT
ADREADY, INC. 2601 ELLIOT AVE, SUITE 400A SEATTLE, WA 98121	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
ADVANCED CAR CARE 7232 EDINGER AVE HUNTINGTON BEACH, CA 92647	MERCHANT AGREEMENT
ADVANTAGE MICRO GROUP 150 S CAMINO SECO STE 118 TUCSON, AZ 85710-4473	SERVICE CONTRACTS AVAST ANTIVIRUS CATEGORY: SUBSCRIPTION
ADVENTIST HEALTH SYSTEM 111 N ORLANDO AVE WINTER PARK, FL 32789	MERCHANT AGREEMENT
ADVENTURE POWERSPORTS INC 10520 OLD US HWY 50 BREESE, IL 62230	MERCHANT AGREEMENT
ADVOCO TECHNOLOGY PO BOX 1673 LANSDALE, PA 19446	REFERRAL AGENT AGREEMENT
AGENR 3197 PLAYERS CLUB PARKWAY MEMPHIS, TN 38125	REFERRAL AGENT AGREEMENT
AHLBORG TIRE AND AUTO 11936 VELP AVE GREEN BAY , WI 54313	MERCHANT AGREEMENT
AIKEN MOTORCYCLE SALES&SERVICE 2129 WHISKEY ROAD AIKEN, SC 29803	MERCHANT AGREEMENT
ALABAMA AUTO SERVICE CENTER 28160 HWY 98 DAPHNE, AL 36526	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
ALBERT EINSTEIN 5501 OLD YORK ROAD PHILADELPHIA, PA 19141	MERCHANT AGREEMENT
ALERE, LLC. 3200 WINDY HILL RD, SUITE B-100 ATLANTA , GA 30339	MERCHANT AGREEMENT
ALEX FARLING 1155 EAST LEBANON ROAD SUITE DOVER, DE 19901	REFERRAL AGENT AGREEMENT
ALEXANDRIA TIRE CENTER,INC 8117 ALEXANDRIA PIKE ALEXANDRIA, KY 41001	MERCHANT AGREEMENT
ALEXIAN BROS. BEHAVIORAL HEALT 1650 MOON LAKE BLVD EMDEON HOFFMAN ESTATES, IL 60169	MERCHANT AGREEMENT
ALEXIAN BROTHERS MEDICAL CTR 800 BIESTEFIELD RD EMDEON ELK GROVE VILLAGE, IL 60007	MERCHANT AGREEMENT
ALFORD FINANCE INC 8102 VINE STREET CINCINNATI, OH 45216	MERCHANT AGREEMENT
ALFORD MOTORS INC 8102 VINE STREET CINCINNATI, OH 45216	MERCHANT AGREEMENT
ALFORD TIRE CENTER 180 N TYNDALL PKWY PANAMA CITY, FL 32404	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
ALICE TIRE AND APPLIANCE 1750 SOUTH HWY 281 ALICE, TX 78332	MERCHANT AGREEMENT
ALL AMERICAN AUTO & TIRE 2700 BELL ROAD MONTGOMERY, AL 36117	MERCHANT AGREEMENT
ALL PHASE AUTOMOTIVE 30-34 NEW STREET NYACK, NY 10960	MERCHANT AGREEMENT
ALL SEASON TIRE PROS 1102 MENOMONIE ST EUA CLAIRE, WI 54703	MERCHANT AGREEMENT
ALL STAR SURETY COMPANY 365 NORTHRIDGE ROAD, SUITE 400 ATLANTA, GA 30350	MERCHANT AGREEMENT
ALLEN TIRE INC 10140 HULL ST RD MIDLOTHIAN, VA 23113	MERCHANT AGREEMENT
ALLERGY AND ASTHMA 354 OLD HOOK ROAD SUITE 207 WESTWOOD, NJ 7675	MERCHANT AGREEMENT
ALLIANCE DATA 16192 COASTAL HWY LEWES, DE 19958	MERCHANT AGREEMENT
ALLIED HEALTHCARE #18 352 BEVERLY RANCOACAS RD WILLINGBORO, NJ 8046	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
ALLSTAR UNDERWRITERS INC 365 NORTHRIDGE ROAD, SUITE 400 ATLANTA, GA 30350	MERCHANT AGREEMENT
ALPINE MEDICAL GROUP- ANESTHES PO BOX 3810 EMDEON SALT LAKE CITY, UT 84110	MERCHANT AGREEMENT
ALUMNI ASSOCIATION PCOM 4180 CITY AVE PHILADELPHIA, PA 19131	MERCHANT AGREEMENT
AMERICAN ACCESS 15450 SUMMIT AVE., SUITE 370 OVERBROOK TERRACE, IL 60181	MERCHANT AGREEMENT
AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. 200 VESEY STREET, 33RD FLOOR NEW YORK, NY 10285-4906	PROCESSOR AGREEMENT
AMERICAN SOCIETY OF CIVIL ENGI 35 EAST AVENUE RED LION, PA 17356	MERCHANT AGREEMENT
AMERICAN TIRE SERVICE INC 1700 S. WASHINGTON ST GRAND FORKS, ND 58201	MERCHANT AGREEMENT
AMSKAPE, LLC 4272 MORGANTOWN RD MOHNTON , PA 19540	MERCHANT AGREEMENT
AMSKAPE, LLC 4272 MORGANTOWN ROAD MOHNTON, PA 19540	REFERRAL AGENT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
ANA V VELASQUEZ 2405 OLDEN AVE. NEWARK, DE 19713	REFERRAL AGENT AGREEMENT
ANAHEIM HILLS TIRE 19721 ESPERANZA RD YORBA LINDA, CA 92886	MERCHANT AGREEMENT
ANAVIPAGOS Y SERVICIOS, LLC 2610 EASTBURN CENTER NEWARK, DE 19711	MERCHANT AGREEMENT
ANDERSON TIRE & AUTO 869 W 1600 S CLEARFIELD, UT 84015	MERCHANT AGREEMENT
ANDERSON TIRE AND SERVICE 1618 WEST 9000 SOUTH WEST JORDAN, UT 84088	MERCHANT AGREEMENT
ANJEL BLUE REHEARSAL STUDIOS 30-34 NEW STREET, 2ND FLOOR NYACK, NY 10960	MERCHANT AGREEMENT
ANNAPOLIS TIRE & AUTO CTR 1210 FOREST DR ANNAPOLIS, MD 21403	MERCHANT AGREEMENT
ANTHONY FERGUSON 371A JOSEPH-CARRIER VAUDREUIL DORION, QC J7V 5V5 CANADA	REFERRAL AGENT AGREEMENT
APEX CFCU 540 OLD READING PIKE STOWE, PA 19464	REFERRAL AGENT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
APEX SPORTS, INC. 327 S. WEBER ST. COLORADO SPRINGS, CO 80903	MERCHANT AGREEMENT
APPEL'S SERVICE INC 401 DIVISION STREET MILLVILLE, MN 55957	MERCHANT AGREEMENT
APPLEWOOD ESTATES 1 APPLEWOOD DR. FREEHOLD, NJ 7728	MERCHANT AGREEMENT
APPROVAL POWERSPORTS 190 E. SANILAC RD. SANDUSKY, MI 48471	MERCHANT AGREEMENT
AQUA-MATIC POOLS, LLC 28 HIGHLAND DRIVE FLEETWOOD, PA 19522	MERCHANT AGREEMENT
ARAG, LLC 400 LOCUST STREET, SUITE 480 DES MOINES, IA 50309	MERCHANT AGREEMENT
ARCHIVE PHOTOGRAPHY 264 CROMWELL HILL RD MONROE, NY 10950	MERCHANT AGREEMENT
ARENA OPERATING COMPANY 1 PANTHER PARKWAY SUNRISE, FL 33323	MERCHANT AGREEMENT
ARIA HEALTH 10800 KNIGHTS ROAD PHILADELPHIA, PA 19114	MERCHANT AGREEMENT



Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
ARIZONA STATE RETIREMENT SYSTEM 33 N. CENTRAL AVENUE SUITE 850 PHOENIX , AZ 85012	REAL PROPERTY LEASE SUITE 800, IN THE 3300 TOWER 3300 NORTH CENTRAL AVENUE PHOENIX, AZ 85012
ARLINGTON TIRE & SERVICE 5807 MERRILL ROAD JACKSONVILLE, FL 32277	MERCHANT AGREEMENT
ARMS AROUND HARRISBURG 1600 SPRING GARDEN MIDDLETOWN, PA 17057	MERCHANT AGREEMENT
ARMY TRAIL TIRE & SERVICE 980 W ARMY TRAIL RD CAROL STREAM , IL 60188	MERCHANT AGREEMENT
ARTHRITIS CENTER OF IDAHO 660 SHOSHONE STREET, SUITE 240 TWIN FALLS, ID 83301	MERCHANT AGREEMENT
ASCETIC PATH SOLUTIONS 2 F THOMPSON SQ BLDG, TOMAS MORATO AVE AND EOES AVE QUEZON CITY, PH 11111	MERCHANT AGREEMENT
ASSURANCE SOURCE 2415 WATERSTONE DRIVE EVANSVILLE, IN 47725	REFERRAL AGENT AGREEMENT
ASSURED AUTO CARE 2901 GOOSECREEK RD LOUISVILLE, KY 40241	MERCHANT AGREEMENT
ASSURED AUTO CARE INC. 9005 GALENE DRIVE LOUISVILLE, KY 40299	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
A-TIRE COUNTY SERVICE INC 363 N. CEDAR LAKE RD ROUND LAKE, IL 60073	MERCHANT AGREEMENT
ATLANTIC COMMUNICATIONS GROUP 18 E. MILL ROAD FLOURTOWN, PA 19031	MERCHANT AGREEMENT
AUTO TECH CENTERS INC 10370 ROUTE 47 HUNTLEY, IL 60142	MERCHANT AGREEMENT
AUTOMASTERS TIRE & SERVICE CTR 8000 S HARLEM AVE BRIDGEVIEW , IL 60455	MERCHANT AGREEMENT
AVH ONLINE 1301 CARLISLE ST PITTSBURGH , PA 15065	MERCHANT AGREEMENT
AVONDALE TIRE & SERVICE 3589 MEMORIAL DRIVE DECATUR, GA 30032	MERCHANT AGREEMENT
AZ OTOLARYNGOLOGY - DOBSON 1520 S DOBSON RD, SUITE 30 MESA, AZ 85202	MERCHANT AGREEMENT
AZ OTOLARYNGOLOGY - GREENWAY 6565 E GREENWAY PKWY SCOTTSDALE, AZ 85254	MERCHANT AGREEMENT
AZ OTOLARYNGOLOGY - HIGHLAND 2222 E HIGHLAND AVE, SUITE 204 PHOENIX, AZ 85016	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
AZ OTOLARYNGOLOGY -THUNDERBIRD 5750 WEST THUNDERBIRD RD., SUITE A-100 GLENDALE, AZ 85306	MERCHANT AGREEMENT
B & B TIRE INC 6032 EAST LIVINGSTON AVENUE COLUMBUS , OH 43232	MERCHANT AGREEMENT
B AND B TIRE OF CANTON 1151 MARIETTA HWY CANTON, GA 30114	MERCHANT AGREEMENT
B AND S TIRE AND AUTO SVC CTR 3417 HIGHWAY 9 FREEHOLD, NJ 7728	MERCHANT AGREEMENT
B.E. PRINCESS LIQUORS 515 WASHINGTON AVE CARLSTADT, NJ 7072	MERCHANT AGREEMENT
BAISLEY TIRE & AUTO 166-15 BAISLEY BLVD JAMAICA, NY 11434	MERCHANT AGREEMENT
BALDWIN TIRE, INC 215 RIVER AVE N. BELMOND, IA 50421	MERCHANT AGREEMENT
BALSHI MD 4665 W ATLANTIC AVE. DELRAY BEACH , FL 33445	MERCHANT AGREEMENT
BARDELL VENTURE MANAGEMENT 500 DELP RD, LANCASTER, PA 17601	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
BARGAIN TIRE AND SERVICE, INC 3018 GOVERNOR PRINTZ BLVD WILMINGTON, DE 19802	MERCHANT AGREEMENT
BARKATHON, INC. 2452 COUNTRY RTE 7 OSWEGO, NY 13126	MERCHANT AGREEMENT
BARNETT TIRE CO 98 OAK STREET BAKERSFIELD , CA 93304	MERCHANT AGREEMENT
BARNWELL HOUSE OF TIRES 505 JERICHO TURNPIKE MINEOLA, NY 11501	MERCHANT AGREEMENT
BARRACUDA DEPT LA 22762 PASADENA, CA 91185-2762	SERVICE CONTRACTS WEB FILTER ARIZONA (63660) - AZ CATEGORY: SUPPORT
BARRACUDA DEPT LA 22762 PASADENA, CA 91185-2762	SERVICE CONTRACTS WEB FILTER ARIZONA (63660) - DE CATEGORY: SUPPORT
BARRACUDA DEPT LA 22762 PASADENA, CA 91185-2762	SERVICE CONTRACTS RMOTE SSL VPN 480 GATEWAY(63660) - DE CATEGORY: SUPPORT
BARRACUDA DEPT LA 22762 PASADENA, CA 91185-2762	SERVICE CONTRACTS RMOTE SSL VPN 480 GATEWAY(63660) - AZ CATEGORY: SUPPORT
BARROW REGIONAL MEDICAL CENTER 5811 PELICAN BAY BLVD, SUITE 500 EMDEON NAPLES, FL 34108	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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BARRY GRIMM 5110 YORKANA ROAD YORK, PA 17406	MERCHANT AGREEMENT
BARRY ROAD SERVICE CENTER 8315 N CONGRESS AVE KANSAS CITY, MO 64152	MERCHANT AGREEMENT
BARTLETT TIRE 213 E LAKE STREET BARTLETT, IL 60103	MERCHANT AGREEMENT
BASS MIMS TIRE 3128 LEXINGTON RD ATHENS, GA 30605	MERCHANT AGREEMENT
BATESVILLE TIRE & AUTO SERVICE 1352 HWY 46 EAST BATESVILLE, IN 47006	MERCHANT AGREEMENT
BAY AREA TIRE & SERVICE 6100 SYKESVILLE ROAD. ELDESBURG, MD 21784	MERCHANT AGREEMENT
BAYSHORE TIRE & SERVICE CENTER 1820 SW BAYSHORE BLVD PORT ST LUCIE, FL 39484	MERCHANT AGREEMENT
BAYZ EXPRESS, INC 350 BROADWAY ST LAGUNA BEACH , CA 92651	MERCHANT AGREEMENT
BBVA COMPASS 15 SOUTH 20TH STREET BIRMINGHAM, AL 35233	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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BCN TELECOM 550 HILLS DRIVE. BEDMINSTER, NJ 7921	MERCHANT AGREEMENT
BEAMER TIRE AND AUTO REPAIR 245 E PARRIS AVE HIGH POINT, NC 27262	MERCHANT AGREEMENT
BEAR CREEK GOLF CLUB 145 COUNTRY CLUB ROAD FOREST CITY, IA 50436	MERCHANT AGREEMENT
BEAR TIRE & SERVICE INC 100 BUCKLEY BLVD - US RT 40 BEAR, DE 19701	MERCHANT AGREEMENT
BEAUTY BAR BY SAIKO 1310 OLD LANCASTER PIKE HOCKESSIN, DE 19707	MERCHANT AGREEMENT
BELANGER TIRE & AUTO 35235 WARREN RD WESTLAND , MI 48185	MERCHANT AGREEMENT
BELARDINELLI TIRE COMPANY 7 BEACH STREET BETHEL, CT 6801	MERCHANT AGREEMENT
BENJAMIN TIRE & BRAKE 250 AIRPORT BLVD SANTA ROSE, CA 95403	MERCHANT AGREEMENT
BENSON TIRE & AUTO SERVICE 2101 PARK BLVD OAKLAND, CA 94606	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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BERGEN TIRE OF MAHWAH 100 FRANKLIN TURNPIKE MAHWAH, NJ 7430	MERCHANT AGREEMENT
BERKELEY HEIGHTS CONVALESCE 43 35 COTTAGE ST BERKELEY HEIGHTS, NJ 7922	MERCHANT AGREEMENT
BEST BUY TIRE CENTER 1209 W 190TH STREET GARDENA, CA 90248	MERCHANT AGREEMENT
BEST DEALS 2 YOU 2505 ANTHEM VILLAGE DRIVE, SUITE E #593 HENDERSON, NV 89052	REFERRAL AGENT AGREEMENT
BEST ONE TIRES OF SIDNEY 120 S STOLLE DRIVE SIDNEY, OH 45365	MERCHANT AGREEMENT
BEST TIRE AND SERVICE CENTERS 9210 S SEPULVEDA BLVD LOS ANGELES, CA 90045	MERCHANT AGREEMENT
BEST WEST TIRE AND SERVICE 600 E 8TH AVE. YUMA, CO 80759	MERCHANT AGREEMENT
BETTE ROBINSON 24 N. BALTIMORE AVE #1 MT HOLLY SPRINGS, PA 17065	MERCHANT AGREEMENT
BIG BOYZ TOYS 5512 RT 9W MARLBORO, NY 12542	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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BINGHAM TIRE 1120 N CHARLES SEIVERS BLVD CLINTON, TN 37716	MERCHANT AGREEMENT
BI-STATE SHIPPING STORE N MORE 48 BI-STATE PLAZA OLD TAPPAN, NJ 7675	MERCHANT AGREEMENT
BITZ TIRE AND SERVICE INC. 250 2ND ST NW VALLEY CITY, ND 58072	MERCHANT AGREEMENT
BLAIR MEDICAL ASSOCIATES 1414 NINTH AVENUE ALTOONA, PA 16602	MERCHANT AGREEMENT
BLOOMER TIRE CENTER 1407 OAK STREET BLOOMER, WI 54724	MERCHANT AGREEMENT
BLOOMING GROVE DAY CARE 4 OLD DOMINION RD BLOOMING GROVE, NY 10914	MERCHANT AGREEMENT
BLUE CRYSTAL, LLC. 307 SHELLY DRIVE READING, PA 19508	MERCHANT AGREEMENT
BOB JONES TIRE CORP 4621 S 900 E SALT LAKE CITY, UT 84117	MERCHANT AGREEMENT
BOB MCDONALD GOODYEAR 990 EAST PIEDMONT RD MARIETTA, GA 30062	MERCHANT AGREEMENT



Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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BOB'S COLERAIN TIRE INC. 7581 COLERAIN AVE CINCINNATI, OH 45239	MERCHANT AGREEMENT
BOCA RATON TIRE CENTER 10 NW 28TH ST EMDEON BOCA RATON, FL 33431	MERCHANT AGREEMENT
BOLT ON TECHNOLOGY 102 ROBBINS ROAD DOWNTOWN, PA 19335	REFERRAL AGENT AGREEMENT
BOND AND STEELE CLINIC, P.A. 500 E. CENTRAL AVE WINTER HAVEN, FL 33880	MERCHANT AGREEMENT
BOTSFORD GENERAL HOSPITAL 28050 GRAND RIVER AVE FARMINGTON HILLS, MI 48336	MERCHANT AGREEMENT
BOWLING GREEN MUFFLER 1022 BOATLANDING RD BOWLING GREEN, KY 42101	MERCHANT AGREEMENT
BOWMAN TIRE COMPLETE 40 N WASHINGTON ARDMORE, OK 73401	MERCHANT AGREEMENT
BOY RAD INC DBA GOODYEAR TIRE 7742 SAWMILL ROAD DUBLIN, OH 43016	MERCHANT AGREEMENT
BOYD'S TIRE AND SERVICE 5263 GODOWN ROAD COLUMBUS , OH 43235	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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BRAD QUAST 9 LANGE COURT MULLICA HILL, NJ 08062	REFERRAL AGENT AGREEMENT
BRADLEY SERVICE CENTERS 94-1201 KA'UKA BLVD WAIPAHU, HI 96797	MERCHANT AGREEMENT
BRANDYWINE DESIGN, LLC 410 MARSH ROAD WILMINGTON, DE 19809	MERCHANT AGREEMENT
BRATTLEBORO TIRE 558 PUTNEY RD BRATTLEBORO, VT 5301	MERCHANT AGREEMENT
BREITER AND RAINES, LLP 20 SQUADRON BLVD SUITE 600 NEW CITY, NY 10956	MERCHANT AGREEMENT
BRIDGEPOINT ED. 13500 EVENING CREEK DR NORTH, SUITE 600 SAN DIEGO, CA 92128	MERCHANT AGREEMENT
BRIDGEPOINT PAC 13500 EVENING CREEK DRIVE SUITE 600 SAN DIEGO, CA 92128	MERCHANT AGREEMENT
BRISTOL GLOBAL MOBILITY, LLC. 4343 E. CAMELBACK RD., SUITE 310 PHOENIX, AZ 85018	MERCHANT AGREEMENT
BROADWAY TIRE 509 BROADWAY DRIVE HATTIESBURG, MS 39402	MERCHANT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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<b>BROOKHAVEN TIRE AND AUTO</b> 3701 W ROBINSON NORMAN, OK 73072	MERCHANT AGREEMENT
<b>BROOKS HUFF TIRE</b> 95 SUNSET DRIVE MANCHESTER, PA 17345	MERCHANT AGREEMENT
<b>BROOKVILLE TIRE &amp; AUTO</b> 677 GLEN COVE RD GLEN HEAD, NY 11545	MERCHANT AGREEMENT
<b>BROWARD MOTORSPORTS</b> 4101 DAVIE RD EXTENSION HOLLYWOOD, FL 33024	MERCHANT AGREEMENT
<b>BROWN TIRE OF PORTAGE</b> 6755 MELTON ROAD PORTAGE, IN 46368	MERCHANT AGREEMENT
<b>BROWN'S RV SUPERSTORE</b> 30049 HWY 151 MCBEE, SC 29101	MERCHANT AGREEMENT
<b>BROWNSTONE RECOVERY GROUP</b> 1777 REISTERSTOWN ROAD COMMERCE CTR EAST BLDG STE 209 BALTIMORE, MD 21208	REFERRAL AGENT AGREEMENT
<b>BRUCE MCCOMAS MD</b> 630 ADDISON AVE WEST SUITE 240 TWIN FALLS, ID 83301	MERCHANT AGREEMENT
<b>BRYAN RISHFORTH</b> 1100 ASHBRIDGE ROAD BRYN MAWR, PA 19010	REFERRAL AGENT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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BSR - BLUE SQUARE RESOLUTION 4835 EAST CACTUS ROAD SUITE 335 PHOENIX, AZ 85254	REFERRAL AGENT AGREEMENT
BTS TIRE & SERVICE STORE 113 BROADWAY PROVIDENCE, RI 2903	MERCHANT AGREEMENT
BUBBA'S TIRE CENTER 1318 BELLEVUE AVE DUBLIN, GA 31021	MERCHANT AGREEMENT
BUSINESS OPERATIONAL SUCCESS S 116 CHARLTON ROAD BALLSTON LAKE, NY 12019	MERCHANT AGREEMENT
BUY ME LLC 9417 CAVENDISH DRI. #103 TAMPA, FL 33626	MERCHANT AGREEMENT
BW TIRE 2347 OLD STRINGTOWN ROAD GROVE CITY, OH 43123	MERCHANT AGREEMENT
C & A SERVICE AND TIRES 230 S 6TH STREET KINGSVILLE, TX 78363	MERCHANT AGREEMENT
C & C SPORTS INC 8090 W. GRAND RIVER RD. BRIGHTON, MI 48114	MERCHANT AGREEMENT
C & E TIRE & AUTO SVC INC 11901 INDIAN ROCKS RD LARGO, FL 33774	MERCHANT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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C & H TIRE AND CAR CARE 702 A PULASKI HIGHWAY JOPPA, MD 21085	MERCHANT AGREEMENT
C AND C AUTO WORKS 4901 ST HWY 29 JOHNSTOWN, NY 12095	MERCHANT AGREEMENT
C RAY TIRE & AUTO 34 PHILLIPS DRIVE MIDFIELD, AL 35228	MERCHANT AGREEMENT
CALLEN KINBACK INC 905 MARKET STREET LEMOYNE, PA 17043	MERCHANT AGREEMENT
CALLEN TIRE INC 1110 CARLISLE ST HANOVER, PA 17331	MERCHANT AGREEMENT
CAMPUS MANAGEMENT 777 YAMOTO BOCA RATON, FL 33431	REFERRAL AGENT AGREEMENT
CANDLEWOOD SUITES - CRAIG 92 COMMERCE STREET CRAIG, CO 81625	MERCHANT AGREEMENT
CANON TIRE INC RT 131 ASCUTNEY, VT 5030	MERCHANT AGREEMENT
CAPE MAY FUNDING, LLC #14 #80 2721 ROUTE 9 OCEANVIEW, NJ 8230	MERCHANT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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CAPE TIRE SERVICE INC 45 FALMOUTH RD HYANNIS, MA 2601	MERCHANT AGREEMENT
CAR DAY CARE 535 WHIPPLE AVE REDWOOD CITY, CA 94063	MERCHANT AGREEMENT
CARDINAL COMMERCE 6119 HEISLEY ROAD MENTOR OH 44060	REFERRAL AGENT AGREEMENT
CARDIONET 227 WASHINGTON ST SUITE 210 CONSHOCKEN, PA 19428	MERCHANT AGREEMENT
CAREPOINT PC 5600 S QUEBEC STREET SUITE 312A GREENWOOD VILLAGE, CO 80111	MERCHANT AGREEMENT
CAREY INTERNATIONAL 4530 WISCONSIN AVENUE NW WASHINGTON, DC 20016	MERCHANT AGREEMENT
CARI KRAFT 1420 WALNUT ST #1100 PHILADELPHIA, PA 19102	REFERRAL AGENT AGREEMENT
CARL KING TIRE CO INC 109 S MAIN ST CAMDEN, DE 19934	MERCHANT AGREEMENT
CARL NICOLA 475 MARKET ST. SUITE 201 ELMWOOD PARK, NJ 07407	REFERRAL AGENT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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CARROLL WUERTZ TIRE CO INC 730 SOUTH PATTERSON BLVD DAYTON, OH 45402	MERCHANT AGREEMENT
CARROLLTON TIRE AND AUTO SVC 2539 MARSH LANE CARROLLTON, TX 75006	MERCHANT AGREEMENT
CARTRONIX PLUS L.L.C. 7715 HIGHWAY 6 S HOUSTON, TX 77083	MERCHANT AGREEMENT
CASA OF LANCASTER COUNTY, INC. 1905 OLD PHILADELPHIA PIKE LANCASTER, PA 17602	MERCHANT AGREEMENT
CASHEDGE 3300 N CENTRAL PHOENIX, AZ 85012	MERCHANT AGREEMENT
CASHKEY 20450 N. 83RD PLACE SCOTTSDALE, AZ 85255	REFERRAL AGENT AGREEMENT
CAVTEL PO BOX 9001111 LOUISVILLE, KY 40290-1111	SERVICE CONTRACTS CAVTEL - DR SITE INTERNET CATEGORY: 4.5MB
CD FINANCIAL CO 610 HERNDON PARKWAY SUITE 400 HERNDON, VA 20170	REFERRAL AGENT AGREEMENT
CECIL GRAPHICS, INC. 232 S BRIDGE STREET ELKTON, MD 21921	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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CENTERVILLE AUTO SERVICE 431 STATE ROUTE 725 CENTERVILLE, OH 45459	MERCHANT AGREEMENT
CENTRAL CT TIRE AND SERVICE 465 EAST ST PLAINVILLE, CT 6062	MERCHANT AGREEMENT
CENTRAL FINANCIAL CONTROL 1500 SOUTH DOUGLASS RD ANAHEIM, CA 92806	MERCHANT AGREEMENT
CENTRAL PENN SPORTING CLAYS 75 QUARRY ROAD WELLSVILLE, PA 17365	MERCHANT AGREEMENT
CERTIFIED TIRE & AUTO 301 E LAUREL RD STRATFORD, NJ 8084	MERCHANT AGREEMENT
CGH ONLINE 100 MEDICAL BLVD CANONSBURG, PA 15317	MERCHANT AGREEMENT
CHAMPAIGN TRUETIRES 210 S WALNUT ST CHAMPAIGN, IL 61820	MERCHANT AGREEMENT
CHARGESMART, LLC. 165 JESSIE STREET 4TH FLOOR SAN FRANCISCO, CA 94105	MERCHANT AGREEMENT
CHECK POINT ENTERPRISE SOFTWARE 13333 NORTHWEST FREEWAY SUITE 600 HOUSTON, TX 77040	SERVICE CONTRACTS SUBSCRIPTION AND STANDARD SUPPORT CATEGORY: SUPPORT SOS SECURITY LEASE_125947-2



Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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CHEROKEE METROPOLITAN DISTRICT 6250 PALMER PARK BLVD COLORADO SPRINGS, CO 80915	MERCHANT AGREEMENT
CHERRY PICKED PO BOX 5583 SANTA MONICA, CA 90409	MERCHANT AGREEMENT
CHESTERFIELD TIRE SVC INC 19 BROOK ST W CHESTERFIELD, NH 3466	MERCHANT AGREEMENT
CHEXAR (TEST) 1234 WEST STREET OAKWOOD, AZ 85086	MERCHANT AGREEMENT
CHOA MERIDIAN MARK ONLINE 5445 MERIDIAN MARK RD ATLANTA, GA 30342	MERCHANT AGREEMENT
CHRISTINA'S TALLEYVILLE TOWNE SHOPPES 4001 CONCORD PIKE WILMINGTON, DE 19803	MERCHANT AGREEMENT
CHRISTOPHER GOOD 506 BRENTWOOD DRIVE WILMINGTON, DE 19803	REFERRAL AGENT AGREEMENT
CITY OF ALHAMBRA 68 S. FIRST STREET ALHAMBRA, CA 91801	MERCHANT AGREEMENT
CITY OF AMERICAN CANYON 4381 BROADWAY AMERICAN CANYON, CA 94503	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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CITY OF AZUSA 213 E FOOTHILL AVE AZUSA, CA 91702	MERCHANT AGREEMENT
CITY OF CERES 2720 SECOND STREET CERES, CA 95307	MERCHANT AGREEMENT
CITY OF CLAREMONT 207 HARVARD AVE CLAREMONT, CA 91773	MERCHANT AGREEMENT
CITY OF GILROY 7351 ROSANNA STREET GILROY, CA 95020	MERCHANT AGREEMENT
CITY OF HARRISON 116 SOUTH SPRING ST. HARRISON, AR 72601	MERCHANT AGREEMENT
CITY OF HEALDSBURG 401 GROVE STREET HEALDSBURG, CA 95448	MERCHANT AGREEMENT
CITY OF HENDERSON 240 WATER STREET HENDERSON, NV 89009	MERCHANT AGREEMENT
CITY OF LAKEWOOD 5050 CLARK AVE LAKEWOOD, CA 90712	MERCHANT AGREEMENT
CITY OF LEBANON 400 S EIGHT STREET LEBANON, PA 17042	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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CITY OF LIVERMORE 1052 S LIVERMORE AVE. LIVERMORE, CA 94550	MERCHANT AGREEMENT
CITY OF LODI 300 W. PINE STREET LODI, CA 95241	MERCHANT AGREEMENT
CITY OF MANHATTAN BEACH 1400 HIGHLAND AVE. MANHATTAN BEACH, CA 90266	MERCHANT AGREEMENT
CITY OF MORGAN HILL 17555 PEAK AVE MORGAN HILL, CA 95037	MERCHANT AGREEMENT
CITY OF PETALUMA 11 ENGLISH STREETS PETALUMA, CA 94952	MERCHANT AGREEMENT
CITY OF REDWOOD CITY 1017 MIDDLEFIELD ROAD REDWOOD CITY, CA 94063	MERCHANT AGREEMENT
CITY OF SAN BRUNO 567 EL CAMINO REAL SAN BRUNO, CA 94066	MERCHANT AGREEMENT
CITY OF SAN CLEMENTE 100 AVENIDA PRESIDIO SAN CLEMENTE, CA 92672	MERCHANT AGREEMENT
CITY OF SANTA ANA 20 CIVIC CENTER PLAZA M14 SANTA ANA, CA 92701	MERCHANT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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CITY OF SHAFTER 336 PACIFIC AVE SHAFTER, CA 93263	MERCHANT AGREEMENT
CITY OF SONOMA NO. 1 THE PLAZA SONOMA, CA 95476	MERCHANT AGREEMENT
CITY OF UPLAND 460 N. EUCLID AVE UPLAND, CA 91786	MERCHANT AGREEMENT
CITY OF VACAVILLE 650 MERCHANT STREET VACAVILLE, CA 95688	MERCHANT AGREEMENT
CITY OF WATSONVILLE 250 MAIN STREET WATSONVILLE, CA 95077	MERCHANT AGREEMENT
CLAIM LOGIC 3535 NW 58TH ST. SUITE 1010 OKLAHOMA CITY, OK 73112	REFERRAL AGENT AGREEMENT
CLAIMS AND BENEFIT MANAGEMENT 6251 SCHAEFER AVE SUITE O CHINO, CA 91710	MERCHANT AGREEMENT
CLAIRE OBSCURE, LTD 93 FOREST HILL FORT MONTGOMERY, NY 10922	MERCHANT AGREEMENT
CLEANWATER CORP OF AMERICA 3099 MAIN STREET MARLETTE, MI 48453	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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CLEANWATER CORP OF AMERICA 554 5383 HILL 23 DR FLINT, MI 48507	MERCHANT AGREEMENT
CLEARPOINT DIAGNOSTIC LABS 2501 S STATE HWY 121 SUITE 1200 LEWISVILLE, TX 75067	MERCHANT AGREEMENT
CLEM TIRE COMPANY 908 HIGHWAY 72 EAST ATHENS, AL 35611	MERCHANT AGREEMENT
CLIFFS TIRE AND BATTERY CTR 1049 W FOND DU LAC ST RIPON, WI 54971	MERCHANT AGREEMENT
CLUB AT IRISH CREEK 1196 FAIRWAY DRIVE KANNAPOLIS, NC 28083	MERCHANT AGREEMENT
CLYDE BERNARD & ASSOC INC 3112 BRIDGEBORO ROAD DELRAN, NJ 8075	MERCHANT AGREEMENT
CM PROSTHETICS 467 PENNSYLVANIA AVE SUITE 100 FORT WASHINGTON, PA 19034	MERCHANT AGREEMENT
CMC TIRE AND SERVICE 1500 BAYTREE RD VALDOSTA, GA 31602	MERCHANT AGREEMENT
CNLV 2829 FORT SUMTER DR NORTH LAS VEGAS, NV 89030	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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COASTAL CARE CORPORATION PO BOX 959 STUART, FL 34995	MERCHANT AGREEMENT
COCALICO CAT & GINGHAM DOG 226 MAIN STREET DENVER, PA 17517	MERCHANT AGREEMENT
COLLEGE BIKE SHOP 34D N LARCH ST LANSING, MI 48912	MERCHANT AGREEMENT
COLLIER CAR CARE CENTERS 806 111TH AVE N NAPLES, FL 34108	MERCHANT AGREEMENT
COLLIER TIRE & AUTO REPAIR 3906 EXCHANGE AVE NAPLES, FL 34104	MERCHANT AGREEMENT
COLLINS ROAD TIRE INC 100 COLLINS ROAD NE CEDAR RAPIDS, IA 52402	MERCHANT AGREEMENT
COLONIAL TIRE 25762 ROUTE 83 MUNDELEIN, IL 60060	MERCHANT AGREEMENT
COLORADOLAND TIRE AND SERVICE 5210 W 78TH PLACE ARVADA, CO 80003	MERCHANT AGREEMENT
COMCAST PO BOX 3005 SOUTHEASTERN, PA 19398-3005	SERVICE CONTRACTS COMCAST - DE OFFICE ISP CATEGORY: 50MB

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
COMMERCE BANK HARRISBURG PA	REFERRAL AGENT AGREEMENT
COMMERCIAL TRUCK TIRE CTR 1264 UNION ST EXT WEST SPRINGFIELD, MA 1089	MERCHANT AGREEMENT
COMMUNITY LIFE TEAM 409 S SECOND ST HARRISBURG, PA 17104	MERCHANT AGREEMENT
COMPASS MARK, INC. 630 JANET AVE LANCASTER, PA 17601	MERCHANT AGREEMENT
CONCEPT PAYMENT CONCEPT PAYMENTS CORP. TORONTO, ON M3A 3R3 CANADA	REFERRAL AGENT AGREEMENT
CONEMAUGH HEALTH INITIATIVES 1086 FRANKLIN ST JOHNSTOWN, PA 15905	MERCHANT AGREEMENT
CONTIGOCARD, LLC 1620 CENTRAL AVENUE., SUITE 202 CHEYENNE, WV 82001	MERCHANT AGREEMENT
CONVENIENT CAR CARE LLC 1869 MADISON STREET CLARKSVILLE, TN 37043	MERCHANT AGREEMENT
CONWAY AND O'MALLEY INC 4440 BUFFALO ROAD ERIE, PA 16510	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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COON RAPIDS AUTO & SERVICE 11190 CROOKED LAKE BLVD NW COON RAPIDS, MN 55433	MERCHANT AGREEMENT
COOPERSTOWN ACCOMMODATIONS 107 PHEASANT RUN RD COOPERSTOWN, NY 13326	MERCHANT AGREEMENT
COPPERFIELD GOODYEAR 8303 HIGHWAY 6 N HOUSTON, TX 77095	MERCHANT AGREEMENT
CORAL RIDGE TIRE & AUTO 3500 W FEDERAL HIGHWAY FORT LAUDERDALE, FL 33308	MERCHANT AGREEMENT
COUNTRY ROADS TIRE & AUTO 629 WILLIAMSPORT PIKE MARTINSBURG, WV 25404	MERCHANT AGREEMENT
COURTENAY WEITZEL TANGLES SALO 6539 N 16TH STREET PHOENIX, AZ 85016	MERCHANT AGREEMENT
COURTESY AUTO SERVICE AND TIRE 4504 PACIFIC AVE SE LACEY, WA 98503	MERCHANT AGREEMENT
COWTOWN RODEO, INC 780 ROUTE 40 PILESGROVE, NJ 8098	MERCHANT AGREEMENT
CRAIG DAVIS 6 PHEASANT RUN HOLMDEL, NJ 07733	REFERRAL AGENT AGREEMENT



Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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CRAWFORD TIRE, INC. 7015 ARLINGTON ROAD BETHESDA, MD 20814	MERCHANT AGREEMENT
CRESTVIEW COUNTRY CLUB 281 SHOEMAKER LANE AGAWAM, MA 1001	MERCHANT AGREEMENT
CROWN MILL WORK CORP. 33 MURRAY HILL DR NANUET, NY 10954	MERCHANT AGREEMENT
CRYSTAL BEACH TIRE & AUTO INC 5038 US 19 NEW PORT RICHEY, FL 34652	MERCHANT AGREEMENT
CS LEE TIRE & AUTO SVC 2810 W INTERSTATE 20 GRAND PRAIRIE, TX 75052	MERCHANT AGREEMENT
CSH CONSULTING 18325 N ALLIED WAY SUITE 210 PHOENIX, AZ 85054	REFERRAL AGENT AGREEMENT
CULLIGAN SOFT WATER 6030 CULLIGAN WAY MINNETONKA, MN 55345	MERCHANT AGREEMENT
CURTIS CENTER 600 CHESTNUT STREET SUITE 1027 PHILADELPHIA, PA 19103	MERCHANT AGREEMENT
CUSTOMER 1 TIRE & AUTO CARE 9811 JOG ROAD BOYNTON BEACH, FL 33437	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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CUTLER BAY TIRE AND AUTO SVC 20390 S DIXIE HWY CUTLER BAY, FL 33189	MERCHANT AGREEMENT
CYCLE PARTS OUTLET 204 FRONTAGE RD. RIO RANCHO, NM 87124	MERCHANT AGREEMENT
CYCLE PARTS WAREHOUSE 1508 W. LOOP 281 LONGVIEW, TX 75604	MERCHANT AGREEMENT
D SCOTT PARSLEY & ASSOCIATES 219 SECOND AVENUE NORTH SUITE 300 NASHVILLE, TN 37201	MERCHANT AGREEMENT
DABLING 585 NORTH 500 WEST PROVO, UT 84601	MERCHANT AGREEMENT
DALES AUTO SERVICE 26 S TIPPECANOE DRIVE TIPP CITY, OH 45371	MERCHANT AGREEMENT
DALTON'S TOWING & RECOVERY LLC 2060 LINCOLN HIGHWAY EAST LANCASTER, PA 17602	MERCHANT AGREEMENT
DAMAP CONSTRUCTION, INC. 27 OHIO AVE. SPRING VALLEY, BY 10977	MERCHANT AGREEMENT
DANBURY HOSPITAL 20 STONY HILL ROAD BETHEL, CT 6801	MERCHANT AGREEMENT

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**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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DAVE KUTNEY TIRE 9440 FIELDS ERTEL RD CINCINNATI, OH 45249	MERCHANT AGREEMENT
DAVIE TIRE OUTLET 5841 SW 45TH ST DAVIE, FL 33314	MERCHANT AGREEMENT
DC AUTO GLASS, LLC. 97 ROUTE 17M HARRIMAN, NY 10926	MERCHANT AGREEMENT
DEACONESS HEALTH SYSTEM 600 MARY STREET EVANSVILLE, IN 47747	MERCHANT AGREEMENT
DEAN JORDAN GOODYEAR 1050 EISENHOWER BLVD JOHNSTOWN, PA 15904	MERCHANT AGREEMENT
DECATUR TIRE & SERVICE 307 CLAIRMONT RD DECATUR, GA 30030	MERCHANT AGREEMENT
DEERFIELD TIRE AND SERVICE 377 S FEDERAL HIGHWAY DEERFIELD BEACH, FL 33441	MERCHANT AGREEMENT
DELAWARE MICRO-COMPUTER, LLC 1155 E LEBANON RD SUITE D DOVER, DE 19901	MERCHANT AGREEMENT
DELHI AUTO PRO 5020 DELHI RD CINCINNATI, OH 45238	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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DELOACHS TIRE 105 S 4TH ST. LAMAR, CO 81052	MERCHANT AGREEMENT
DEMERS TIRES INC 296 SUMMER STREET FITCHBURG, MA 1420	MERCHANT AGREEMENT
DENHAM SPRINGS CAR CARE 2500 FLORIDA BLVD. DENHAM SPRINGS, LA 70726	MERCHANT AGREEMENT
DENVER LEARNING INSTITUTE 1515 ARAPAHOE STREET TOWER 1 SUITE 500 DENVER, CO 80202	MERCHANT AGREEMENT
DER HARRISBURG MAENNERCHOR 221 NORTH STREET HARRISBURG, PA 17110	MERCHANT AGREEMENT
DESTEFANO TIRE AND AUTO SVC 417 W SAN ANTONIO STREET NEW BRAUNFELS, TX 78130	MERCHANT AGREEMENT
DFS SERVICES LLC 2500 LAKE COOK ROAD RIVERWOODS, IL 60015	PROCESSOR APPLICATION
DIGITAL WAREHOUSE 989 AVENUE OF AMERICAS 12TH FLOOR NEW YORK, NY 10018	SERVICE CONTRACTS SMARTNET CONTRACT NUMBER 93107128 , 93150731 CATEGORY: SUPPORT
DISCOVER FINANCIAL SERVICES, INC. 2500 LAKE COOK ROAD RIVERWOODS, IL 60015	SERVICE AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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DIVDAT 10811 NORTHEM AVE FERNDAL, MI 48220	MERCHANT AGREEMENT
DIVDAT 10811 NORTHEM FERNDAL, MI 48220	REFERRAL AGENT AGREEMENT
DM MERCHANDISING, INC 835 N CHURCH COURT ELMHURST, IL 60126	MERCHANT AGREEMENT
DODGE ST TIRE AND AUTO INC 605 N DODGE ST IOWA CITY, IA 52245	MERCHANT AGREEMENT
DOLLAR AND MORE, LLC. 422 PENN STREET READING, PA 19601	MERCHANT AGREEMENT
DOMINIAN ENTERPRISES DBA PSN N56 W24660 NORTH CORPORATE CIRCLE SUSSEX, WI 53089	REFERRAL AGENT AGREEMENT
DON HARTMAN INC 38 W WATERLOO STREET CANAL WINCHESTER, OH 43110	MERCHANT AGREEMENT
DON KENSLOW AUTO SERVICE INC 1618 PORTER WAGONER BLVD WEST PLAINS, MO 65775	MERCHANT AGREEMENT
DORAL TIRE AND SERVICE 2010 NW 107TH AVE DORAL, FL 33172	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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DOWNTOWN TIRE & AUTO SVC CTR 322 N WALKER AVE OKLAHOMA CITY, OK 73102	MERCHANT AGREEMENT
DOWNTOWN TIRE INC 402 2ND AVE SE CEDAR RAPIDS, IA 52401	MERCHANT AGREEMENT
DRIESSEN WATER 1104 STATE ST S WASECA, MN 56093	MERCHANT AGREEMENT
DUCK CREEK TIRE AND SVC INC 4000 MIDDLE ROAD BETTENDORF, IA 52722	MERCHANT AGREEMENT
DUMOR WATER SPECIALISTS, INC 4405 WYLAND DR ELKHART, IN 46516	MERCHANT AGREEMENT
DW CAMPBELL TIRE AND SERVICE 1921 HOWELL MILL ROAD NW ATLANTA, GA 30318	MERCHANT AGREEMENT
E H SELLARS INC 3621 SANDY PLAINS RD MARIETTA, GA 30066	MERCHANT AGREEMENT
EAGLE TIRE & APPLIANCE 2424 E MAIN STREET EAGLE PASS, TX 78852	MERCHANT AGREEMENT
EAGLE TIRE & SERVICE CENTER 6425 HWY 90 WEST MILTON, FL 32570	MERCHANT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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EAGLE TIRE AND SERVICE 4934 HARDY STREET HATTIESBURG, MS 39402	MERCHANT AGREEMENT
EAST CALN TIRE & SERVICE INC 980 EAST LANCASTER AVE DOWNTOWN, PA 19335	MERCHANT AGREEMENT
EAST COMMERCE SOLUTIONS 22 MORRIS LANE EAST PROVIDENCE, RI 02914	REFERRAL AGENT AGREEMENT
EASTBROOK TIRE & AUTO SERVICE 418 COLISEUM BLVD MONTGOMERY, AL 36109	MERCHANT AGREEMENT
EASTFIELD TIRE AND AUTO SVC 1514 BOSTON RD SPRINGFIELD, MA 1129	MERCHANT AGREEMENT
EASTLAND COUNTY TIRE AND AUTO 315 E. MAIN ST EASTLAND, TX 76448	MERCHANT AGREEMENT
EASY PAY TIRE STORES 619 NO. FEDERAL HWY BOYNTON BEACH, FL 33435	MERCHANT AGREEMENT
EBUSINESSMANTRA PO BOX 943 NORTON, MA 02766	SERVICE CONTRACTS ACUNETIX CATEGORY: SUPPORT
ED SLOMINSKI	REFERRAL AGENT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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EDEN MOTOR & TIRE 443 SOUTH VERMONT AVE LOS ANGELES, CA 90020	MERCHANT AGREEMENT
EDGEWATER TIRE CENTER 3420 PIKE RIDGE RD EDGEWATER, MD 21037	MERCHANT AGREEMENT
EDICT SYSTEMS, INC 2434 ESQUIRE DR BEAVERCREEK, OH 45431	MERCHANT AGREEMENT
EDISON PROPERTIES 100 WASHINGTON STREET NEWARK , NJ 7102	MERCHANT AGREEMENT
ELI LILLY FEDERAL CREDIT UNION 225 S. EAST STREET, SUITE 300 INDIANAPOLIS, IN 46202	MERCHANT AGREEMENT
ELITE CERTIFIED AUTO 421 E IMPERIAL HWY LA HABRA, CA 90631	MERCHANT AGREEMENT
ELITE FAST PITCH 102 FAIRVIEW LANE LANDENBERG, PA 19350	MERCHANT AGREEMENT
ELLIOTT TIRE & SERVICE 25923 104TH AVE SE KENT, WA 98030	MERCHANT AGREEMENT
ELPEX 5575 OKEECHOBEE RD FT PIERCE, FL 34947	MERCHANT AGREEMENT



Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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EMDEON 3055 LEBANON PIKE., SUITE 1000 NASHVILLE, TN 37214	MERCHANT AGREEMENT
ENCORE SERIES INC 1518 WALNUT ST STE 1706 PHILADELPHIA, PA 19102	MERCHANT AGREEMENT
ENHANCED COMM GROUP, LLC 312 SE DELAWARE AVE BARTLESVILLE, OK 74003	MERCHANT AGREEMENT
ENVIRONMENTAL CONTROL SERVICES 7 CROZERVILLE RD ASTON, PA 19014	MERCHANT AGREEMENT
EPPERLY TIRE AND AUTO 2041 AUBURN AVE. COLUMBUS , GA 31906	MERCHANT AGREEMENT
EQUIVOICE, INC. 115 N. MAIN ST. ALGONQUIN, IL 60102	MERCHANT AGREEMENT
ERWIN DIST. 2407 N. PRESTON ENNIS, TX 75119	MERCHANT AGREEMENT
ESTERO UTILITY SERVICES 610 FOSTER CITY BLVD FOSTER CITY, CA 94404	MERCHANT AGREEMENT
EWALD BROS. INC. 609 N MAIN ST FAIRVIEW, OK 73737	MERCHANT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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EXCEPTIONAL CARE FOR CHILDREN 11 INDEPENDENCE WAY NEWARK, DE 19713	MERCHANT AGREEMENT
EXPERT TUNE 470 E 9 MILE ROAD PENSACOLA, FL 32514	MERCHANT AGREEMENT
EXTON TIRE COMPANY 561 W UWCHLAN AVE EXTON, PA 19341	MERCHANT AGREEMENT
FABRICAS SELECTAS 3843 N CYRESS DRIVE WICHITA, KS 67226	MERCHANT AGREEMENT
FAIRFIELD TIRE AND AUTO LLC 1370 KINGS HWY CUT-OFF FAIRFIELD, CT 6430	MERCHANT AGREEMENT
FAIRVIEW HEALTH SERVICES 400 STINSON BLVD NE MINNEAPOLIS, MN 55413	MERCHANT AGREEMENT
FAMILY PRACTICE ASSOCIATES 21 EAST MAPLE STREET HAILEY, ID 83333	MERCHANT AGREEMENT
FARMINGTON TIRE INC 2508 E MAIN ST FARMINGTON, NM 87401	MERCHANT AGREEMENT
FARMINGTON TIRE OF FOUR STATES 504 AIRPORT DR FARMINGTON, NM 87401	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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FASTRAX POS, LLC 195 LAKE LOUISE MARIE RD 1ST FLOOR SUITE #1 ROCK HILL, NY 12775	MERCHANT AGREEMENT
FASTRAX POS, LLC 434 BROADWAY MONTICELLO, NY 12701	REFERRAL AGENT AGREEMENT
FAXTON - ST LUKE'S HEALTHCARE 1656 CHAMPLIN AVENUE UTICA, NY 13502	MERCHANT AGREEMENT
FEDERAL TAX AUTHORITY 162 EAST AVE 3RD FLOOR NORWALK, CT 06851-5715	REFERRAL AGENT AGREEMENT
FELLHEIMER & EICHEN LLP 50 SOUTH 16TH STREET 34TH FLOOR PHILADELPHIA, PA 19102	MERCHANT AGREEMENT
FIFTH STREET TIRE INC 515 WEST 5TH ST WATERLOO, IA 50701	MERCHANT AGREEMENT
FINE LINE SETTINGS, INC. 135 CROTTY RD. MIDDLETOWN, NY 10941	MERCHANT AGREEMENT
FIRESIDE NATURAL GAS, LLC 2655 DALLAS HIGHWAY SUITE 250 MARIETTA, GA 30064	MERCHANT AGREEMENT
FIRMAGE WATER 2812 S 600 W SALT LAKE CITY , UT 84115	MERCHANT AGREEMENT

Debtor Case No. (If known)

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FIRST CHOICE CAR CARE, INC 463670 STATE ROAD 200 YULEE, FL 32097	MERCHANT AGREEMENT
FIRST COLONIES ANESTHESIA PO BOX 791344 BALTIMORE, MD 21279	MERCHANT AGREEMENT
FIRST FRONTIER CIRCUIT 781 ROUTE 40 PILESGROVE, NJ 8098	MERCHANT AGREEMENT
FIRST PAYMENT SYSTEMS 8735 SW 116TH ST. MIAMI, FL 33176	REFERRAL AGENT AGREEMENT
FIRST SECURE IT 4613 N UNIVERSITY DRIVE #323 CORAL SPRINGS, FL 33069	REFERRAL AGENT AGREEMENT
FLAGLER HOSPITAL 400 HEALTH PARK BLVD SAINT AUGUSTINE, FL 32086	MERCHANT AGREEMENT
FLEET TIRE TRUCK AND AUTO 5911 PEMBROKE ROAD HOLLYWOOD, FL 33023	MERCHANT AGREEMENT
FLORALS BY SISTERS 1046 CATHY DRIVE LEESPORT, PA 19533	MERCHANT AGREEMENT
FLORIDA KEYS AQUEDUCT AUTHORITY 1100 KENNEDY DRIVE KEY WEST, FL 33040	MERCHANT AGREEMENT

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**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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FLORIDA PANTHER HOCKEY CLUB-UP 1 PANTHER PARKWAY SUNRISE, FL 33323	MERCHANT AGREEMENT
FLORIDA PANTHERS HOCKEY CLUB 1 PANTHER PARKWAY SUNRISE, FL 33323	MERCHANT AGREEMENT
FLORIDIAN HOSPITALIST SERVICES 5665 NEW NORTHSIDE DRIVE SUITE 320 ATLANTA, GA 30328	MERCHANT AGREEMENT
Foothills Motorsports 104 HALTER DR. PIEDMONT, SC 29673	MERCHANT AGREEMENT
FOUR STATES TIRE AND SERVICE 41 N EDITH CORTEZ, CO 81321	MERCHANT AGREEMENT
FRANCIS X BRESCIA JR 722 ALLEGHENY STREET DAUPHIN, PA 17018	MERCHANT AGREEMENT
FRED RUBLE, INC. GOODYEAR TIRE 8150 SEMINOLE BLVD SEMINOLE, FL 33772	MERCHANT AGREEMENT
FREEDOM CYCLE 110 MANCHESTER STREET CONCORD, NH 3301	MERCHANT AGREEMENT
FULLERTONS INCORPORATED 4750 ALABAMA RD SUITE 100 ROSWELL, GA 30075	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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FUNERAL FINANCE, LLC 888 TOWN CENTER DR LANGHORNE, PA 19047	MERCHANT AGREEMENT
FUTUREX 864 OLD BOERNE ROAD BULVERDE, TX 78163	SERVICE CONTRACTS STANDARD EXCEPTIONAL SUPPORT PLAN FOR SSP9000 (63660) CATEGORY: SUPPORT
G & S SUZUKI 1001 SCOTT AVE WICHITA FALLS, TX 76301	MERCHANT AGREEMENT
GALLAGHER TIRE & AUTO SVC 200-214 EAST THIRD STREET DAYTON, OH 45402	MERCHANT AGREEMENT
GALLAGHER TIRE & AUTOMOTIVE 3050 WOODMAN DRIVE KETTERING, OH 45429	MERCHANT AGREEMENT
GALLERIA TIRE CENTER 3069 JOHN HAWKINS PARKWAY HOOVER, AL 35244	MERCHANT AGREEMENT
GALVANON TEST ACCOUNT 13737 NOEL RD. SUITE 100 DALLAS, TX 75240	MERCHANT AGREEMENT
GARTNER, INC. PO BOX 911319 DALLAS, TX 75391-1319	CONTRACT/AGREEMENT SERVICE AGREEMENT
GARY F. BERNARD DDS & ASSOC 7125 E. LINCOLN DR. SUITE 103 SCOTTSDALE, AZ 85253	MERCHANT AGREEMENT

Debtor Case No. (If known)

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GARY GREENWALD & PARTNERS P.C 99 BROOKSIDE AVE CHESTER, NY 10918	MERCHANT AGREEMENT
GARY KNUREK INC 1973 LIVERNOIS RD TROY, MI 48083	MERCHANT AGREEMENT
GATEWAY REHABILITATION HOSPITA 5940 MERCHANTS ST FLORENCE, KY 41042	MERCHANT AGREEMENT
GENERAL HYDRAULICS 310 NORTH MARKET STREET JOHNSTOWN, NY 12095	MERCHANT AGREEMENT
GEORGE S WOOD INC 170 FEDERAL ST ST ALBANS, VT 5478	MERCHANT AGREEMENT
GEORGIA SURETY COMPANY 365 NORTHRIDGE RD SUITE 400 ATLANTA, GA 30350	MERCHANT AGREEMENT
GERMANTOWN TIRE & AUTO N112 W16660 MEQUON ROAD GERMANTOWN, WI 53022	MERCHANT AGREEMENT
G-K AUTOMOTIVE INC 4865 JIMMY CARTER BLVD NORCROSS, GA 30093	MERCHANT AGREEMENT
GLENN LEFURGY INC DBA TIREMAN 287 ROUTE 6 MAHOPAC, NY 10541	MERCHANT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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GLOBAL MULTIMEDIA 1235 WEST LAKES DRIVE SUITE 320 BERWYN, PA 19312	MERCHANT AGREEMENT
GMG VENTURES 181 KETTLE CREEK BEAUMONT, CA 92223	MERCHANT AGREEMENT
GMI FIRST, INC. 328 BUTTONWOOD ST. READING, PA 19610	MERCHANT AGREEMENT
GOLD COAST TIRE BOYNTON BEACH 1640 S CONGRESS AVE BOYNTON BEACH, FL 33426	MERCHANT AGREEMENT
GOLD COAST TIRE COCONUT CREEK 1509 LYONS RD COCONUT CREEK, FL 33063	MERCHANT AGREEMENT
GOLD COAST TIRE CORAL SPRINGS 8090 WILES RD CORAL SPRINGS, FL 33067	MERCHANT AGREEMENT
GOLD COAST TIRE OF CORAL WEST 4620 CORAL RIDGE RD CORAL SPRINGS, FL 33076	MERCHANT AGREEMENT
GOLD COAST TIRE OF DELRAY BEAC 4715 W. ATLANTIC AVE DELRAY BEACH, FL 33445	MERCHANT AGREEMENT
GOLD COAST TIRE OF HYPOLUXO 4601 W HYPOLUXO RD LAKE WORTH, FL 33463	MERCHANT AGREEMENT



**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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GOLD COAST TIRE OF TAMARAC 6852 N. UNIVERSITY DR TAMARAC, FL 33321	MERCHANT AGREEMENT
GOLD COAST TIRE OF WEST BOCA 22923 SANDALFOOT PLAZA DR BOCA RATON, FL 33428	MERCHANT AGREEMENT
GOLD COAST TIRE WEST DEERFIELD 4589 W HILLSBORO BLVD COCONUT CREEK, FL 33073	MERCHANT AGREEMENT
GOLD CTR AUTOMOTIVE INC 960 PLAZA DR GRASS VALLEY, CA 95945	MERCHANT AGREEMENT
GOLDENDALE TIRE CENTER 765 E BROADWAY ST GOLDENDALE, WA 98620	MERCHANT AGREEMENT
GOODYEAR 301 BY-PASS 2088 STONE ROSE AVE ROCKY MOUNTAIN, NC 27804	MERCHANT AGREEMENT
GOODYEAR AUTO CARE INC 61343 SOUTH HIGHWAY 97 BEND, OR 97702	MERCHANT AGREEMENT
GOODYEAR AUTO TECH 610 MIDDLE COUNTRY ROAD SAINT JAMES, NY 11780	MERCHANT AGREEMENT
GOODYEAR EWA BEACH 91 919 FT WEAVER RD 110 EWA BEACH, HI 96706	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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GOODYEAR OF BUCKHEAD 3830 ROSWELL RD NE ATLANTA, GA 30342	MERCHANT AGREEMENT
GOODYEAR OF FAYETTEVILLE 110 BANKS CROSSING FAYETTEVILLE, GA 30214	MERCHANT AGREEMENT
GOODYEAR OF STOCKBRIDGE 7414 DAVIDSON CIRCLE EAST STOCKBRIDGE, GA 30281	MERCHANT AGREEMENT
GOODYEAR TIRE & RUBBER 3300 N CENTRAL AKRON, OH 45479	MERCHANT AGREEMENT
GOODYEAR TIRE CENTER 190 N OLDHAM PKY LEES SUMMIT, MO 64081	MERCHANT AGREEMENT
GRANITE CITY TIRE 3821 ROOSEVELT RD ST CLOUD, MN 56301	MERCHANT AGREEMENT
GREAT RIVER TIRE CO INC 204 MULBERRY MUSCATINE, IA 52761	MERCHANT AGREEMENT
GREENS FORK ALIGNMENT 2441 CENTERVILLE RD N CENTERVILLE, IN 47330	MERCHANT AGREEMENT
GREENVILL TIRE & SERVICE 1519 HWY 82 EAST GREENVILLE, MS 38703	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
GREENWAY PLAZA TIRE & AUTO 1024 SW 119TH ST OKLAHOMA CITY, OK 73170	MERCHANT AGREEMENT
GREGORY PANDOLFO 1103 STEWART AVE GARDEN CITY, NY 11530	MERCHANT AGREEMENT
GROWTH INC. 311 RUTHAR DRIVE NEWARK, DE 19711	MERCHANT AGREEMENT
GRUENE HARLEY-DAVIDSON 1288 LOOP 337 BRAUNFELS, TX 78130	MERCHANT AGREEMENT
GUADALUPE REGIONAL MEDICAL CTR 1215 EAST COURT STREET SEQUIN, TX 78155	MERCHANT AGREEMENT
GUYMON TIRE 1018 HWY 54 NE GUYMON, OK 73942	MERCHANT AGREEMENT
HACKENSACK TIRE CORP INC 340 RIVER ST HACKENSACK, NJ 7601	MERCHANT AGREEMENT
HAMPTON INN - DALTON 1000 MARKET STREET DALTON, GA 30720	MERCHANT AGREEMENT
HANDS ON HOUSE 721 LANDIS VALLEY RD LANCASTER, PA 17601	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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HANDS ON HOUSE (TSYS) 721 LANDIS VALLEY RD LANCASTER, PA 17601	MERCHANT AGREEMENT
HANK MAY'S TIRE & AUTO 470 WESTPORT AVE NORWALK, CT 6851	MERCHANT AGREEMENT
HANSEN'S AUTO SERVICE CENTER 8210 W 9 MILE RD OAK PARK, MI 48237	MERCHANT AGREEMENT
HANSON TIRE SERVICE 505 EAST MAIN STREET ALBERT LEA, MN 56007	MERCHANT AGREEMENT
HARBORVIEW MEDICAL CENTER 325 NINTH AVE SEATTLE, WA 98104	MERCHANT AGREEMENT
HARDIN COUNTY TIRE AND SERVICE 410 S OAK IOWA FALLS, IA 50126	MERCHANT AGREEMENT
HARLAND FINANCIAL 3197 PLAYERS CLUB PARKWAY MEMPHIS, TN 38125	REFERRAL AGENT AGREEMENTS
HARRISBURG FOOT AND ANKLE CTR 4033 LINGLESTOWN RD SUITE #1 HARRISBURG, PA 17112	MERCHANT AGREEMENT
HARRISBURG MEDICAL CENTER 100 DOCTOR WARREN TUTTLE DRIVE HARRISBURG, IL 62946	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
HAVERTOWN TIRE & SERVICE, INC 418 E TOWNSHIP LINE ROAD HAVERTOWN, PA 19083	MERCHANT AGREEMENT
HAWKEYE TIRE AND RETREAD 690 E 14TH STREET DUBUQUE, IA 52001	MERCHANT AGREEMENT
HEARTLAND PAYMENT SYSTEMS 90 NASSAU ST. PRINCETON, NJ 08542	REFERRAL AGENT AGREEMENT
HEARTLAND SERVICE AND TIRE 232 MARSCHALL ROAD SHAKOPEE, MN 55379	MERCHANT AGREEMENT
HEARTLAND TIRE & AUTO 17311 KENRICK AVE LAKEVILLE, MN 55044	MERCHANT AGREEMENT
HEARTLAND TIRE & SERVICE 2811 SOUTH BROADWAY ROCHESTER, MN 55903	MERCHANT AGREEMENT
HEARTLAND TIRE AND AUTO 1120 E 146TH STREET BURNSVILLE, MN 55337	MERCHANT AGREEMENT
HEARTLAND TIRE SERVICE 501 W WASHINGTON BRAINERD, MN 56401	MERCHANT AGREEMENT
HEINTSCHEL TRUCK TIRE CENTER 1802 HAMPTON ROAD TEXARKANA, TX 75503	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
HELEN NEWBERRY JOY HOSPITAL 502 WEST HARRIE STREET NEWBERRY, MI 49868	MERCHANT AGREEMENT
HELIX WATER DISTRICT 7811 UNIVERSITY AVE LA MESA, CA 91941	MERCHANT AGREEMENT
HENRY WINCHESTER 68 BRIDLE WAY NEWTOWN SQUARE, PA 19073	REFERRAL AGENT AGREEMENT
HERITAGE HIGHLANDS GOLF CLUB 4949 W HERITAGE CLUB BLVD MARANA, AZ 85658	MERCHANT AGREEMENT
HERMITAGE TIRE CENTER 4605 ANDREW J PARKWAY HERMITAGE, TN 37076	MERCHANT AGREEMENT
HIGH POINT SOLUTIONS 5 GAIL COURT SPARTA, NJ 7871	MERCHANT AGREEMENT
HIGHLAND TIRE 3511 RINGGOLD RD EAST RIDGE, TN 37412	MERCHANT AGREEMENT
HIGHLANDS REGIONAL LP 1395 GEORGE DIETER DR EL PASO, TX 79936	MERCHANT AGREEMENT
HIGHWINDS DEPT AT 953007 ATLANTA, GA 31192-3007	SERVICE CONTRACTS HIGHWINDS - DATACENTER (CABINETS,POWER,ISP) CATEGORY: 1GB

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
HIGHWINDS NETWORK GROUP, INC. DEPT AT 953007 ATLANTA, GA 31192-3007	CONTRACT/AGREEMENT MASTER SERVICES AGREEMENT
HILLER-WINN TIRE & SERVICE 2595 S MACARTHUR BLVD SPRINGFIELD, IL 62704	MERCHANT AGREEMENT
HILLS TIRE AND AUTO 415 W TAYLOR ST GRIFFIN, GA 30223	MERCHANT AGREEMENT
HILLS TIRE AND AUTO SERVICE 415 W. TAYLOR STREET GRIFFIN, GA 30223	MERCHANT AGREEMENT
HILLSIDE TIRE & SERVICE 1888 WEST 7800 SOUTH WEST JORDAN, UT 84088	MERCHANT AGREEMENT
HILLTOP TIRE & AUTOMOTIVE INC 1610 RIO RANCHO DRIVE RIO RANCHO, NM 87124	MERCHANT AGREEMENT
HINDMAN TIRE & AUTO 66 HWY 80 EAST HINDMAN, KY 41822	MERCHANT AGREEMENT
HIPAA MERCHANT 10115 E. BELL RD, SUITE 249 SCOTTSDALE, AZ 85260	MERCHANT AGREEMENT
HIPAAMERCHANT.COM 9590 IRONWOOD DRIVE SUITE 215 SCOTTSDALE, AZ 85258	REFERRAL AGENT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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HOCKESSIN TIRE SERVICE LLC 7300 LANCASTER PIKE HOCKESSIN, DE 19707	MERCHANT AGREEMENT
HOGAN AND SON'S INC. 43180 AMERWOOD PLAZA SOUTH RIDING, VA 20152	MERCHANT AGREEMENT
HOLIDAY INN - GRAND JUNCTION 2751 CROSSROADS BLVD GRAND JUNCTION, CO 81506	MERCHANT AGREEMENT
HOLIDAY INN EXPRESS OF LIMON 803 HIGHWAY 24 LIMON, CO 80828	MERCHANT AGREEMENT
HOLIDAY INN EXPRESS VERNAL 1515 HIGHWAY 40 VERNAL, UT 84078	MERCHANT AGREEMENT
HOLIDAY INN HOTEL & CASPER 721 GRANITE PEAK DRIVE CASPER, WV 82609	MERCHANT AGREEMENT
HOLIDAY INN MART PLAZA 1300 E WOODFIELD RD SUITE 400 SCHAUMBURG, IL 60173	MERCHANT AGREEMENT
HOLIDAY POWER SPORTS 4501 PAGE AVE MICHIGAN CENTER, MI 49254	MERCHANT AGREEMENT
HOLLAND COMMUNITY HOSPITAL 602 MICHIGAN AVE HOLLAND, MI 49423	MERCHANT AGREEMENT



Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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HOLLY J. BRANIN DMD, LLC 955 S GEORGE ST YORK, PA 17403	MERCHANT AGREEMENT
HOLT TIRE CO INC 252 NORTHSIDE DR SW ATLANTA, GA 30313	MERCHANT AGREEMENT
HOLYOKE TIRE AND AUTO SVC 1274 DWIGHT ST HOLYOKE, MA 1040	MERCHANT AGREEMENT
HOMEWATCH CAREGIVERS 5560 KIRKWOOD HWY WILMINGTRON, DE 19808	MERCHANT AGREEMENT
HONDAPARTS-DIRECT.COM 3709 E END BLVD S MARSHALL, TX 75672	MERCHANT AGREEMENT
HOOK TIRE AND SERVICE INC 120 WEST WAXHAW PKWY WAXHAW, NC 28173	MERCHANT AGREEMENT
HORIZON HELICOPTERS 2035 SUNSET LAKE RD NEWARK, DE 19702	MERCHANT AGREEMENT
HOUSE OF HARLEY-DAVIDSON 4334 SPENARD RD ANCHORAGE, AK 99517	MERCHANT AGREEMENT
HOUSTON COUNTY EMERGENCY GROUP 5665 NEW NORTHSIDE DRIVE SUITE 320 ATLANTA, GA 30328	MERCHANT AGREEMENT

Debtor Case No. (If known)

## SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES (Continuation Sheet)

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HRM GROUP 11501 SUNSET HILLS ROAD, SUITE 350 RESTON, VA 20190	REFERRAL AGENT AGREEMENT
HURB LANDSCAPING 4278 ALBANY STREET ALBANY, NY 12205	MERCHANT AGREEMENT
HUSTED'S LANDING, INC 215 HUSTED BATEMAN ROAD BRIDGETON, NJ 8302	MERCHANT AGREEMENT
I AND C AUTO REPAIR 13936 JEFFERSON DAVIS HIGHWAY WOODBIDGE, VA 22191	MERCHANT AGREEMENT
IBERVILLE TIRE AND RADIATOR 25025 HWY 1 PLAQUEMINE, LA 70764	MERCHANT AGREEMENT
ICABINTERYDIRECT.COM, LLC. 100875 E RAINTREE DR SCOTTSDALE, AZ 85255	MERCHANT AGREEMENT
ICC SOLUTIONS ST JAMES BUSINESS CENTER WARRINGTON, CHESHIRE WA4 6PS UNITED KINGDON	SERVICE CONTRACTS SW SUPPORT, ICCSIM SOFTWARE (63660) AND MEMBERSHIP CATEGORY: SUPPORT
ILLINOIS LOTTERY PROGRAM 945 EAST LAS OLAS BLVD SUITE 201 FT. LAUDERDALE, FL 33301	REFERRAL AGENT AGREEMENT
IMAGEVISION 5010 RITTER ROAD SUITE 101 MECHANICSBURG, PA 17055	REFERRAL AGENT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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INDIAN MOTORCYCLE CHARLOTTE 110 INDIAN WALK LOWELL, NC 28098	MERCHANT AGREEMENT
INDIANTOWN TIRE AND SERVICE 16087 SW WARFIELD INDIANTOWN, FL 34956	MERCHANT AGREEMENT
INDULGE, PLLC 2807 DUNBAR AVENUE FORT COLLINS, CO 80526	MERCHANT AGREEMENT
INFOIMAGE 141 JEFFERSON PARK MENLO PARK, CA 94025	REFERRAL AGENT AGREEMENT
INFOSEND 1041 S PLACENTIA AVE. FULLERTON, CA 92831	REFERRAL AGENT AGREEMENT
INFOSEND, INC. 1041 S. PLACENTIA AVE FULLERTON, CA 92831	MERCHANT AGREEMENT
INGENICARD US INC 6625 MIAMI LAKES DR SUITE 327 MIAMI LAKES, FL 33014	REFERRAL AGENT AGREEMENT
INGO MONEY 623 HOLCOMB BRIDGE ROSWELL, GA 30076	MERCHANT AGREEMENT
INK KEEPERS CORPORATION 1152 44TH DRIVE LONG ISLAND, NY 11101	MERCHANT AGREEMENT

Debtor Case No. (if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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INNERWORKINGS 600 WEST CHICAGO AVENUE CHICAGO, IL 60657	MERCHANT AGREEMENT
INNERWORKINGS-WEST 600 WEST CHICAGO AVENUE SUITE 850 CHICAGO, IL 60657	MERCHANT AGREEMENT
INSIGHT 6820 S HARL AVE. TEMPE, AZ 85283-4318	SERVICE CONTRACTS FATPIPE SUPPORT CATEGORY: SUPPORT
INSIGHT 6820 S HARL AVE. TEMPE, AZ 85283-4318	SERVICE CONTRACTS HP DAYONE CONTRACT FOR PRODUCTION SERVERS AND DISK SUBSYSTEMS CATEGORY: SUPPORT VAR RESOURCES / 3 YRS
INSIGHT 6820 S HARL AVE. TEMPE, AZ 85283-4318	SERVICE CONTRACTS KEMP LOAD BALANCING SUPPORT CATEGORY: SUPPORT
INSIGHT 6820 S HARL AVE. TEMPE, AZ 85283-4318	SERVICE CONTRACTS NETAPP SUPPORT (AZNTAPCA,AZNTAPCB, DENTAPCA) CATEGORY: SUPPORT VAR RESOURCES113209-002
INSIGHT 6820 S HARL AVE. TEMPE, AZ 85283-4318	SERVICE CONTRACTS NETAPP SUPPORT (AZNTAPCC,AZNTAPCD) CATEGORY: SUPPORT NOT YET EXPIRED.
INSIGHT GLOBAL FINANCE 21146 NETWORK PLACE CHICAGO, IL 60673-1211	CONTRACT/AGREEMENT MASTER LEASE AGREEMENT
INSIGHT GLOBAL FINANCE 6820 S. HARL AVE TEMPE, AZ 85283	CONTRACT/AGREEMENT INSIGHT GLOBAL FINANCE - HP PORLIANT HARDWARE

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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INSIGHT GLOBAL FINANCE 6820 S. HARL AVE TEMPE, AZ 85283	CONTRACT/AGREEMENT INSIGHT: CHECK POINT DIRECT ENTERPRISE HARDWARE
INSIGHT GLOBAL FINANCE 6820 S. HARL AVE TEMPE, AZ 85283	CONTRACT/AGREEMENT INSIGHT: NET APP ADVANCED STORAGE SUBSYSTEM HARDWARE
INSIGHT GLOBAL FINANCE 6820 S. HARL AVE TEMPE, AZ 85283	CONTRACT/AGREEMENT INSIGHT: FATPIPE PLATINUM SERVICE SUPPORT 01/29/13 - 01/28/14
INTEGRATED BUSINESS SYSTEMS 12201 GAYTON RD SUITE 100 RICHMOND, VA 23238	MERCHANT AGREEMENT
INTEGRATED BUSINESS SYSTEMS 12201 GAYTON ROAD SUITE 100 RICHMOND, VA 23238	REFERRAL AGENT AGREEMENT
INTEGRITY TIRE & AUTO INC. 1431 SAN FERNANDO RD SAN FERNANDO, CA 91340	MERCHANT AGREEMENT
INTERMOUNTAIN SPINE & ORTHOPED 660 SHOSHONE STREET EAST SUITE 200 TWIN FALLS, ID 83301	MERCHANT AGREEMENT
INTERNAL PEN TEST 1300 DIVISION ROAD SUITE 202 WEST WARWICK, RI 2893	MERCHANT AGREEMENT
INTERSTATE & LAKELAND 247 MILL STREET GREENWICH, CT 6830	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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INT'L NETWORK SOLUTIONS, LLC. 925 S FEDERAL HWY STE 375 BOCA RATON, FL 33432	MERCHANT AGREEMENT
INT'L POWER LIFTING ASSOCIATIO 190 ARSENAL RD YORK, PA 17404	MERCHANT AGREEMENT
IOWA CITY TIRE AND SERV INC 410 KIRKWOOD AVE IOWA CITY, IA 52240	MERCHANT AGREEMENT
IOWA CLINIC 6800 LAKE DRIVE SUITE 250 WEST DES MOINES, IA 50266	MERCHANT AGREEMENT
IPSWITCH WUG ENTERPRISE 83 HARTWELL AVE LEXINGTON, MA 02421	SERVICE CONTRACTS IPSWITCH WUG ENTERPRISE SUPPORT DE CONSOLE CATEGORY: SUPPORT
IPSWITCH WUG ENTERPRISE 83 HARTWELL AVE LEXINGTON, MA 02421	SERVICE CONTRACTS IPSWITCH WUG ENTERPRISE SUPPORT SLA CONSOLE CATEGORY: SUPPORT
IPSWITCH WUG ENTERPRISE 83 HARTWELL AVE LEXINGTON, MA 02421	SERVICE CONTRACTS IPSWITCH CORE GOLD PREMIUM SVC AGREEMENT CATEGORY: SUPPORT
IPSWITCH WUG ENTERPRISE 83 HARTWELL AVE LEXINGTON, MA 02421	SERVICE CONTRACTS IPSWITCH CORP GOLD PREMIUM SVC AGREEMENT CATEGORY: SUPPORT
IV AUTO REPAIR INC 919 E WHITTIER BLVD LA HABRA, CA 90631	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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J & L TIRE INC N 552 BOULDER ROAD WATERTOWN, WI 53098	MERCHANT AGREEMENT
J & M TIRE AND AUTO 2715 W MAIN STREET SNELLVILLE, GA 30078	MERCHANT AGREEMENT
J AND L TIRE INC. 855 LINMAR LANE JOHNSON CREEK, WI 53038	MERCHANT AGREEMENT
J L TIRE CO 5209 DIXIE HWY FAIRFIELD, OH 45014	MERCHANT AGREEMENT
JACK DARYANANI	REFERRAL AGENT AGREEMENT
JACKSON CNTY SCHNECK MEM HOSP 411 WEST TIPTON ST SEYMOUR, IN 47274	MERCHANT AGREEMENT
JACKSON TIRE COMPANY 66 E BROADWAY ST JACKSON, OH 45640	MERCHANT AGREEMENT
JACKSONVILLE, LLC 1600 W LAFAYETTE JACKSONVILLE, IL 62650	MERCHANT AGREEMENT
JAMES BROWN 102 FAIRVIEW LANE LANDERBERG, PA 19350	REFERRAL AGENT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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JASON BUCK 4779 WEST 10600 NORTH HIGHLAND, UT 84003	REFERRAL AGENT AGREEMENT
JASON HENSLEY INC 2604 44TH ST DAYTON, OH 45406	MERCHANT AGREEMENT
JASON HENSLEY WAREHOUSE 4220 N MAIN STREET DAYTON, OH 45406	MERCHANT AGREEMENT
JASON HENSLEY, INC 151 WOODMAN DR DAYTON, OH 45431	MERCHANT AGREEMENT
JAVELINA HARLEY-DAVIDSON 29078 I-10 WEST BOERNE, TX 78006	MERCHANT AGREEMENT
JAX BEER VENTURES 8823 VAN FLEET RD RIVERVIEW, FL 33578	MERCHANT AGREEMENT
JEANNINE HANSFORD TANGLES SALO 17606 N 17TH PLACE UNIT 1053 PHOENIX, AZ 85022	MERCHANT AGREEMENT
JEFFERSON COUNTY 100 BEN CHAPMAN DRIVE HOOVER, AL 35244	MERCHANT AGREEMENT
JEFFREY M. ROBICHAUD, DC 56 WINTHROP STREET CONCORD, MA 1742	MERCHANT AGREEMENT



Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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JEFFREY T. SUTTON CONTRACTING 35 MOYER LANE SHERMANS DALE, PA 17090	MERCHANT AGREEMENT
JENIFER VAN HALDREN TANGLES SA 1232 E DESERT PARK PHOENIX, AZ 85020	MERCHANT AGREEMENT
JENIOR TIRE & AUTOMOTIVE SVC 201 S MAIN STREET THIENSVILLE, WI 53092	MERCHANT AGREEMENT
JENKINS AUTOMOTIVE SERVICE CTR 101 ROCCO AVE HARRISONBURG, VA 22801	MERCHANT AGREEMENT
JENNINGS CAR CARE CENTER 679 QUAKER LANE WEST WARWICK, RI 2893	MERCHANT AGREEMENT
JERRY JULIAN 18233 SHAWLEY DRIVE SUITE 200 HAGERSTOWN, MD 21740	REFERRAL AGENT AGREEMENT
JERSEY SELF STORAGE, LLC. 199 TIMBERLANE RD P.O. BOX 33 CLARKSBORO, NJ 8020	MERCHANT AGREEMENT
JERSEY SHORE POWERSPORTS 656 HIGHWAY 35 RED BANK, NJ 7748	MERCHANT AGREEMENT
JESSE MARTINEZ AUTO CENTER 1301 SAN BERNARDO AVE LAREDO, TX 78042	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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JET PANTRY INC 515 WASHINGTON AVE CARLSTADT, NJ 7072	MERCHANT AGREEMENT
JIM BROWN 102 FAIRVIEW LANE LANDENBURG, PA 19350	REFERRAL AGENT AGREEMENT
JIM COOPERS TIRE AND AUTO 1835 DIFFLEY RD EAGAN, MN 55122	MERCHANT AGREEMENT
JIM'S TIRE SERVICE 405 S STATE STREET ABBEVILLE, LA 70510	MERCHANT AGREEMENT
JOHN D. ARCHBOLD MEMORIAL HOSP 915 GORDON AVENUE THOMASVILLE, GA 31792	MERCHANT AGREEMENT
JOHN LOSIER 1825 THORNBURY DRIVE MAPLE GLEN, PA 19002	CONTRACT/AGREEMENT LETTER AGREEMENT
JOHN P GRAY MD PA 4100 INTERNATIONAL PLAZA SUITE 600 FORT WORTH, TX 76109	MERCHANT AGREEMENT
JOHNSONS TIRE SERVICE INC 10426 ROUTE 6 CLARENDON, PA 16313	MERCHANT AGREEMENT
JONATHAN S. THOMAS 141 STEINWEHR AVE GETTYSBURG, PA 17325	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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JONATHON CASTLEMAN 8257 WHITE ROCK CIRCLE BOYNTON BEACH, FL 33436	REFERRAL AGENT AGREEMENT
JUNCTION TIRE INC 6910 E SOUTHERN AVE MESA, AZ 85209	MERCHANT AGREEMENT
K AND S WHEEL ALIGNMENT 500 ANSBOROUGH AVE WATERLOO, IA 50701	MERCHANT AGREEMENT
K O AUTOMOTIVE INC 40 S MORNINGSIDE DR CARTERSVILLE, GA 30121	MERCHANT AGREEMENT
KATHRYN KULESH TANGLES SALON 7280 E SAN ALFREDO DR SCOTTSDALE, AZ 85258	MERCHANT AGREEMENT
KDI TELECOM LLC 14815 HEMLOCK BRIDGE ROAD SUGAR LAND, TX 77498	MERCHANT AGREEMENT
KEDRON TIRE & AUTOMOTIVE 2001 GEORGIAN PARK PEACHTREE CITY, GA 30269	MERCHANT AGREEMENT
KENNEL CLUB OF EVANSVILLE INC 5201 KRATZVILLE ROAD EVANSVILLE, IN 47710	MERCHANT AGREEMENT
KENNETH SLOANE, DDS PA 500 PIERMONT ROAD SUITE 201 CLOSTER, NJ 7624	MERCHANT AGREEMENT

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 (Continuation Sheet)

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KEN'S SERVICE CENTER 1358 DORSEY RD HANOVER, MD 21076	MERCHANT AGREEMENT
KENSINGTON MOTORSPORTS INC 56605 PONTIAC TRAIL NEW HUDSON, MI 48165	MERCHANT AGREEMENT
KENTFIELD REHAB & OCC MED 4550 LENA DR SUITE 225 MECHANICSBURG, PA 17055	MERCHANT AGREEMENT
KERSHAW AND FRITZ TIRE SERVICE 670 N EASTON RD DOYLESTOWN, PA 18901	MERCHANT AGREEMENT
KIDD TIRE AND SERVICE INC 309 W 3RD STREET HOPE, AR 71801	MERCHANT AGREEMENT
KINGSPORT TIRE & AUTO CARE 1503 E STONE DRIVE KINGSPORT, TN 37660	MERCHANT AGREEMENT
KIRKS NORTHERN TIRE 220 S WASHINGTON AVE BERGENFIELD, NJ 7621	MERCHANT AGREEMENT
KIRKS ORANGE TIRE AUTO 154 CENTRAL AVE ORANGE, NJ 7050	MERCHANT AGREEMENT
KITSAP TIRE CENTER INC 20245 VIKING AVE POULSBO, WA 98370	MERCHANT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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KLASSIC TYRE III INC 1267 ELMHURST RD DES PLAINES, IL 60016	MERCHANT AGREEMENT
KMPEDERSON ENTERPRISES INC 406 WASHINGTON AVENUE HOMESTEAD, FL 33030	MERCHANT AGREEMENT
KNOPP'S SERVICE & PERFORMANCE 599 W. HIGH ST. POTTSTOWN, PA 19464	MERCHANT AGREEMENT
KOVAC AUTOMOTIVE OF DAVIE 2770 DAVIE RD DAVIE, FL 33314	MERCHANT AGREEMENT
KRAGE'S TIRE CENTERS INC 120 E ROOSEVELT RD WEST CHICAGO, IL 60185	MERCHANT AGREEMENT
KRISTEL'S LODGE, INC. 113 VUNK ROAD BROADALBIN, NY 12025	MERCHANT AGREEMENT
KRISTINA GWYNN PHOTOGRAPHY INC 21 SOMERSET LANE NEWARK, DE 19711	MERCHANT AGREEMENT
KWIK FIT TIRE & SERVICE INC 6258 ROSWELL RD NE SANDY SPRINGS, GA 30328	MERCHANT AGREEMENT
LAKE CHARLES COUNTRY CLUB 3350 COUNTRY CLUB DRIVE LAKE CHARLES, LA 70605	MERCHANT AGREEMENT

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LAKE FOREST TIRE & BRAKE 23081 ORANGE AVE # A LAKE FOREST, CA 92630	MERCHANT AGREEMENT
LAKE ZURICH TIRE AND AUTO INC 526 W IL ROUTE 22 LAKE ZURICH, IL 60047	MERCHANT AGREEMENT
LAKELAND REGIONAL HEALTH SYSTE 1234 NAPIER AVE ST. JOSEPH, MI 49085	MERCHANT AGREEMENT
LANCASTER GENERAL 555 NORTH DUKE STREET LANCASTER, PA 17603	MERCHANT AGREEMENT
LANDMARK / DOMINION 150 GRANBY STREET NORFOLD, VA 23454	MERCHANT AGREEMENT
LANGHORNE DEBT SOLUTIONS, LLC 884 TOWN CENTER DR. LANGHORNE, PA 19047	MERCHANT AGREEMENT
LAPORTE TIRE CENTER INC 11011 W FAIRMONT PARKWAY LAPORTE, TX 77571	MERCHANT AGREEMENT
LARRY D KREISER AUTO BODY SHOP 10776 ALLENTOWN BLVD JONESTOWN, PA 17038	MERCHANT AGREEMENT
LARRY HARER INC 781 HEBRON RD., HEATH, OH 43056 HEATH, OH 43056	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
LAURA PAUL GALLERY INC. 4460 LAKE FOREST DR CINCINNATI, OH 45242	MERCHANT AGREEMENT
LAURSEN REPAIRS AND BEYOND 1620 E MAIN STREET MONTROSE, CO 81401	MERCHANT AGREEMENT
LAW OFFICES OF IANNUZZI AND IA 74 TRINITY PLAZA NEW YORK, NY 10006	MERCHANT AGREEMENT
LAWRENCEBURG TIRE & AUTO 502 W EADS ROAD LAWRENCEBURG, IN 47025	MERCHANT AGREEMENT
LEBZELTER TOTAL CAR CARE 1543 OREGON PIKE LANCASTER, PA 17601	MERCHANT AGREEMENT
LEE'S TOTAL CAR CARE 425 GRASSDALE RD CARTERSVILLE, GA 30121	MERCHANT AGREEMENT
LETTERSTREAM, INC. 8541 E ANDERSON DR, #106 SCOTTSDALE, AZ 85255	MERCHANT AGREEMENT
LEXINGTON MOTORSPORTS 2049 BRYANT ROAD LEXINGTON, KY 40509	MERCHANT AGREEMENT
LIBERTY TAX SERVICE 333 PARK AVE APT. 1 HERSHEY, PA 17033	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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LIFE CONNECTIONS CENTER 3571 NORTH FIRST ST STE 200 SAN JOSE, CA 95134	MERCHANT AGREEMENT
LIGGIOS TIRE AND SVC CENTER 2604 44TH STREET DICKINSON, TX 77539	MERCHANT AGREEMENT
LIGHTHOUSE LEGAL FINANCE LLC 888 TOWN CENTER DRIVE LANGHORNE, PA 19047	MERCHANT AGREEMENT
LIMOLINK INC 701 TAMA ST. BUILDING A MARION, IA 52302	MERCHANT AGREEMENT
LINE SYSTEMS, INC. BOX 382026 PITTSBURGH, PA 15250-8026	CONTRACT/AGREEMENT HPBX SERVICES AGREEMENT
LINESYSTEMS 1645 WEST CHESTER PIKE STE 200 WEST CHESTER, PA 19382	SERVICE CONTRACTS LINESYSTEMS (CORPORATE PHONE SYSTEM) AND DR SITE INTERNET CATEGORY: PHONES,10 MB
LITTLE FALLS TIRE AUTO SV 117 MAIN ST LITTLE FALLS, NJ 7424	MERCHANT AGREEMENT
LOFTIS TIRE CO INC 1047 SOUTH BOSTON RD DANVILLE, VA 24540	MERCHANT AGREEMENT
LOGAN WATER CONDITIONING, INC 595 WEST 600 NORTH LOGAN, UT 84321	MERCHANT AGREEMENT



Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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LOMA LINDA UNIV. MED. CENTER 28062 BAXTER ROAD MURRIETA, CA 92563	MERCHANT AGREEMENT
LONDONDERRY SCHOOL 1800 BAMBERGER RD HARRISBURG, PA 17110	MERCHANT AGREEMENT
LONGSHORE CYCLE CENTER, INC 913 MITCHELL BLVD. FLORENCE, AL 35630	MERCHANT AGREEMENT
LOVE'S TIRE & SERVICE CENTER 1701 EAST HIGHWAY 60 VALRICO, FL 33594	MERCHANT AGREEMENT
LUNEX 3100 FIVE FORKS TRICKUM ROAD SW SUITE 301 LILBURN, GA 30047	REFERRAL AGENT AGREEMENT
LUNEX TELECOM 3805 CRESTWOOD PARKWAY NW #350 DULUTH, GA 30096	MERCHANT AGREEMENT
LUNEX TELECOM(CREDITS) 3805 CRESTWOOD PARKWAY NW #350 DULUTH, GA 30096	MERCHANT AGREEMENT
LYNN WOOD SERVICE CENTER II 1803 WEST 1800 NORTH E1 CLINTON, UT	MERCHANT AGREEMENT
LYNN WOOD SERVICE CENTER III 256 N FAIRFIELD ROAD LAYTON, UT 84040	MERCHANT AGREEMENT

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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<b>M &amp; E AUTOMOTIVE</b> 671 ROUTE 70 LAKEHURST, NJ 8733	MERCHANT AGREEMENT
<b>M &amp; L TIRES INC</b> 3220 E IMPERIAL HWY LYNWOOD, CA 90262	MERCHANT AGREEMENT
<b>M &amp; N COASTLINE AUTO &amp; TIRE</b> 3400 CERRITOS AVE LOS ALAMITOS, CA 90720	MERCHANT AGREEMENT
<b>M &amp; T AUTO INC</b> 7260 BUSTLETON AVE PHILADELPHIA, PA 19149	MERCHANT AGREEMENT
<b>M AND M TIRE AND AUTO CTR INC</b> 720 STATELINE AVE TEXARKANA, AR 71854	MERCHANT AGREEMENT
<b>MACARTHUR-121 TIRE AND SERVICE</b> 2781 MACARTHUR BLVD LEWISVILLE, TX 75067	MERCHANT AGREEMENT
<b>MAD MEN VENTURES</b> 3510 S NOVA RD STE 101 PORT ORANGE, FL 32129	MERCHANT AGREEMENT
<b>MADISON COUNTY TIRE</b> 1840 ST RT 56 SW LONDON, OH 43140	MERCHANT AGREEMENT
<b>MAILMARK</b> 8587 CANOGA AVENUE CANOGA PARK, CA 91304	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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MAIMONIDES MED CENTER 4802 10TH AVENUE BROOKLYN, NY 11219	MERCHANT AGREEMENT
MAIMONIDES MEDCNTR DONATIONS 4802 TENTH AVE BROOKLYN, NY 11219	MERCHANT AGREEMENT
MAIMONIDES PATIENT FINANCIAL S 4802 10TH AVE BROOKLYN, NY 11219	MERCHANT AGREEMENT
MAIN LINE ORTHOPAEDICS PC 101 S BRYN MAWR AVE STE 200 BRYN MAWR, PA 19010	MERCHANT AGREEMENT
MAIN LINE TIRE & SERVICE INC 87 E LANCASTER AVE PAOLI, PA 19301	MERCHANT AGREEMENT
MAR MAC TIRE CO INC 345 MAIN STREET NEW KENSINGTON, PA 15068	MERCHANT AGREEMENT
MARCH TIRE CO 767 S MAIN STREET PLYMOUTH, MI 48170	MERCHANT AGREEMENT
MARIANNE E RUDEBUSCH 4711 LOCUST LANE HARRISBURG, PA 17109	MERCHANT AGREEMENT
MARIETTA TIRE & SERVICE 1205 POWDER SPRINGS RD SW MARIETTA, GA 30064	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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MARION TIRE CO 3270 7TH AVE MARION, IA 52302	MERCHANT AGREEMENT
MARION TIRE INC 302 E 4TH STREET MARION, IN 46952	MERCHANT AGREEMENT
MARK METALS 401 NORTH EIGHT ST READING, PA 19601	MERCHANT AGREEMENT
MARLTON REHAB HOSPITAL 4550 LENA DR SUITE 225 MECHANICSBURG, PA 17055	MERCHANT AGREEMENT
MARTIN D. BROWN MD PO BOX 3930 SALT LAKE CITY, UT 84110	MERCHANT AGREEMENT
MARTIN J KOEBERT 268 BRADFORD LANE LANSDALE, PA 19446	REFERRAL AGENT AGREEMENT
MARTIN TIRE INC 1002 SOUTH BROADWAY ST GEORGETOWN, KY 40324	MERCHANT AGREEMENT
MARY RUSSELL'S CRAFTS 1148 NEWVILLE RD CARLISLE, PA 17013	MERCHANT AGREEMENT
MASON CITY HONDA 152 5TH STREET SW MASON CITY, IA 50401	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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<p>MASON TIRE AND AUTO SERVICE                      750 HIGHWAY 17 NORTH                      SURFSIDE BEACH, SC 29575</p>	<p>MERCHANT AGREEMENT</p>
<p>MATERNAL FETAL MED OF CENT PA                      100 S 2ND STREET., SUITE 4B                      HARRISBURG, PA 17101</p>	<p>MERCHANT AGREEMENT</p>
<p>MATRIX TELECOM, INC.                      7171 FORREST LANE                      SUITE 700                      DALLAS, TX 75230</p>	<p>MERCHANT AGREEMENT</p>
<p>MAURER TIRE CO INC                      15187 WEST 119TH ST                      OLATHE, KS 66062</p>	<p>MERCHANT AGREEMENT</p>
<p>MAYFLOWER DISTRIBUTING COMPANY                      1155 MEDALLION DR                      MENDOTA HEIGHTS, MN 55120</p>	<p>MERCHANT AGREEMENT</p>
<p>MAYHEW AGGREGATES &amp; MINE RECLA                      27777 MAITRI RD                      CORONA, CA 92883</p>	<p>MERCHANT AGREEMENT</p>
<p>MAYVILLE TIRE CO                      1056 N MAIN ST                      MAYVILLE, WI 53050</p>	<p>MERCHANT AGREEMENT</p>
<p>MAZE CORD BLOOD LABORATORIES                      2975 WESTCHESTER AVE                      PURCHASE, NY 10577</p>	<p>MERCHANT AGREEMENT</p>
<p>MCAFEE                      LOCK BOX 1729                      1729 PAY SPHERE CIRCLE                      DEPT 1729</p>	<p>SERVICE CONTRACTS                      MCAFEE EXTERNAL SCANNING YEARLY CONTRACT (63660)                      CATEGORY: SUBSCRIPTION</p>

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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MCCORD TIRE SERVICE 3503 S US HWY 41 TERRE HAUTE, IN 47802	MERCHANT AGREEMENT
MCDUFFEE TIRE SERVICE INC 661 THOMPSON LANE NASHVILLE, TN 37204	MERCHANT AGREEMENT
MED FUSION LLC 2501 S STATE HWY 121 SUITE 1100 LEWISVILLE, TX 75067	MERCHANT AGREEMENT
MEDI USA 6481 FRANZ WARNER PARKWAY WHITSETT, NC 27406	MERCHANT AGREEMENT
MEDIA SHOWER 29 N MAIN ST STE 3 #1217 SHERBORN, MA 1770	MERCHANT AGREEMENT
MELANIE CLOUSER	REFERRAL AGENT AGREEMENT
MELVINS TIRE AND AUTO SVC 3329 RARITAN AVE. ABERDEEN PROVNG GRND, MD 21005	MERCHANT AGREEMENT
MEMBERS FIRST CREDIT UNION FL 64 S REUS ST PENSACOLA, FL 32502	MERCHANT AGREEMENT
MEMORIAL EXPRESS CARE 3132 OLD JAKCSONVILLE RD SUITE 110 SPRINGFIELD, IL 62704	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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MEMORIAL HEALTH UNIV MED CTR 4700 WATERS AVENUE SAVANNAH, GA 31404	MERCHANT AGREEMENT
MEMORIAL HERMANN MEDICAL GROUP 1517 THOMPSON ROAD RICHMOND, TX 77469	MERCHANT AGREEMENT
MEMORIAL HOSP OF SALEM COUNTY 310 WOODSTOWN RD SALEM, NJ 8079	MERCHANT AGREEMENT
MEMORIAL MEDICAL CENTER 701 N. FIRST STREET SPRINGFIELD, IL 62781	MERCHANT AGREEMENT
MERCHANT ERROR 520 8TH AVE NEW YORK, NY 10018	MERCHANT AGREEMENT
MERKIN CONSULTING 3570 SOUTH OCEAN BLVD. APT. 309 PALM BEACH, FL 33480	REFERRAL AGENT AGREEMENT
MERKUR GROUP, INC 2434 ESQUIRE DR BEAVERCREEK, OH 45431	MERCHANT AGREEMENT
MESA CONSOLIDATED WATER DIST 1965 PLACENTIA AVENUE COSTA MESA, CA 92627	MERCHANT AGREEMENT
METRO BANK 3801 PAXTON ST. HARRISBURG, PA 17111	REFERRAL AGENT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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METRO CASH ADVANCE 3801 PAXTON ST HARRISBURG, PA 17111	MERCHANT AGREEMENT
METRO TRUCK TIRE SERVICE 3433 DELAVALL AVE BRONX, NY 10475	MERCHANT AGREEMENT
METROPLEX WELLNESS MARKETING 2201 SOUT CLEAR CREEK ROAD KILLEEN, TX 76549	MERCHANT AGREEMENT
MEXICAN POST COMCAST 1701 JFK BLVD. PHILADELPHIA, PA 19103	MERCHANT AGREEMENT
MEXICAN POST RESTAURANT & BAR 3100 NAAMANS RD WILMINGTON, DE 19810	MERCHANT AGREEMENT
MEYERSDALE MEDICAL CENTER 200 HOSPITAL DR MEYERSDALE, PA 15552	MERCHANT AGREEMENT
MIAMI TIRESOLES INC 7800 NW 103RD ST HIALEAH GARDEN, FL 33016	MERCHANT AGREEMENT
MICHAEL GLUCK 5862 DAVID AVE. LOS ANGELES, CA 90534	REFERRAL AGENT AGREEMENT
MICHAEL WERNER, INC. 2975 WESTCHESTER AVE PURCHASE, NY 10577	MERCHANT AGREEMENT



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 (Continuation Sheet)

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MICHAEL WERNICK PHOTOGRAPHY 49 LAWRENCE AVE #3 SLEEPY HOLLOW, NY 10591	MERCHANT AGREEMENT
MICKEY'S TIRE & SERVICE CENTER 49 W. NORMANTOWN ROAD ROMEDEVILLE, IL 60446	MERCHANT AGREEMENT
MICKEY'S TIRE & SERVICE INC 112 N LARKIN AVE. JOLIET, IL 60435	MERCHANT AGREEMENT
MID-ATLANTIC INDUSTRIAL EQUIP 1231 E WALLACE STREET YORK, PA 17403	MERCHANT AGREEMENT
MIDWAY TIRE 1505 COMMERCE BLVD MIDWAY, FL 32343	MERCHANT AGREEMENT
MIDWEST CITY TIRE & AUTO INC 7560 SE 15TH STREET MIDWEST CITY, OK 73110	MERCHANT AGREEMENT
MIKE'S TIRE & AUTO 4301NW 50TH ST OKLAHOMA CITY, OK 73110	MERCHANT AGREEMENT
MIKE'S TIRE AND AUTO 1802 W LINDSEY NORMAN, OK 73069	MERCHANT AGREEMENT
MILLER MARINE 2930 2ND STREET SOUTH ST CLOUD, MN 56301	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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MILLEVOI BEST TIRE INC 600 ASBURY AVE OCEAN CITY, NJ 8226	MERCHANT AGREEMENT
MILLEVOI BROS GOODYEAR 2075 BYBERRY ROAD PHILADELPHIA, PA 19116	MERCHANT AGREEMENT
MILTON TIRE AND AUTO 12940 HWY 9 N ALPHARETTA, GA 30004	MERCHANT AGREEMENT
MINERS MEDICAL CENTER 290 HAIDA AVE HASTINGS, PA 16646	MERCHANT AGREEMENT
MIRACLE TIRE & TOTAL CAR CARE 1404 SOUTH ORCHARD STREET BOISE, ID 83705	MERCHANT AGREEMENT
MITCHELL FAMILY CHIROPRACTIC 2159 WHITE STREET STE 8 YORK, PA 17414	MERCHANT AGREEMENT
MOHAWK SERVICE OF DANBURY 67 NEWTOWN RD DANBURY, CT 6810	MERCHANT AGREEMENT
MOHAWK WEST TIRE AND AUTO CTR 31 MILL PLAIN RD DANBURY, CT 6811	MERCHANT AGREEMENT
MOLD-A-MATIC CORPORATION 147 RIVER STREET ONEONTA, NY 13820	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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<b>MONMOUTH CROSSING</b> 560 IRON BRIDGE RD FREEHOLD, NJ 7728	MERCHANT AGREEMENT
<b>MONUMENT ROAD TIRE &amp; SVC INC</b> 1471 MONUMENT RD JACKSONVILLE, FL 32225	MERCHANT AGREEMENT
<b>MOODY'S TIRE &amp; AUTO SERV</b> 1600 COLUMBIA AVE FRANKLIN, TN 37064	MERCHANT AGREEMENT
<b>MOORE &amp; PATRON TIRES &amp; SERVICE</b> 1514 LOUISVILLE AVE. MONROE, LA 71201	MERCHANT AGREEMENT
<b>MOORE &amp; ROBINSON INC</b> 4541 FAIRWAY AVE NORTH LITTLE ROCK, AR 72116	MERCHANT AGREEMENT
<b>MOORE &amp; ROBINSON INC</b> 2000 E 17TH ST LITTLE ROCK, AR 72202	MERCHANT AGREEMENT
<b>MOORES RETREAD AND TIRE CO</b> 606 W RANDALL WOBBE LANE SPRINGDALE, AR 72764	MERCHANT AGREEMENT
<b>MOORES RETREAD AND TIRE CO-IRV</b> 913 N BELTLINE RD IRVING, TX 75061	MERCHANT AGREEMENT
<b>MOORES RETREAD AND TIRE-TEMPLE</b> 100 CLARENCE RD TEMPLE, TX 76501	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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MOTORWORKS BREWING 1014 9TH ST W BRADENTON, FL 34205	MERCHANT AGREEMENT
MOULTON NIGUEL WATER DISTRICT 27500 LA PAZ RD LAGUNA NIGUEL, CA 92677	MERCHANT AGREEMENT
MOUNTAIN VIEW TIRE & SERVICE 34700 MONTEREY AVE PALM DESERT, CA 92211	MERCHANT AGREEMENT
MOUNTAIN VIEW TIRE AND SVC INC 6080 HAMNER AVE SUITE 105 EASTVALE, CA 91752	MERCHANT AGREEMENT
MSDN ATTN: PAYMENT PROCESSING PO BOX 998 VALENICA, CA 91380-9988	SERVICE CONTRACTS VS PRO ED. W/MSDN PREM ENG DVD RENEWAL (63660) CATEGORY: SUBSCRIPTION
MT JULIET TIRE CENTER 11472 LEBANON ROAD MT JULIET, TN 37122	MERCHANT AGREEMENT
MT PLEASANT TIRE 1305 E WASHINGTON ST. MT PLEASANT, IA 52641	MERCHANT AGREEMENT
MT VERNON ROAD TIRE CO 4217 MT VERNON ROAD SE CEDAR RAPIDS, IA 52408	MERCHANT AGREEMENT
MULLIGAN'S BAR & GRILL 6300 CHAMPIONSHIP COURT SUITE 201 GONZALES, LA 70737	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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MV PERFORMANCE 8548 UTICA AVE RANCHO CUCAMAONGA, CA 91730	MERCHANT AGREEMENT
NADER RAHMANIAN, MD 1416 PENN AVE WYOMISSING, PA 19610	MERCHANT AGREEMENT
NAMCO WALMART 712 N CENTRAL AVE., SUITE B WOOD DALE, IL 60191	MERCHANT AGREEMENT
NANCY REILLY 98 BURNT MILL CIRCLE CHADDS FORD, PA 19317	CONTRACT/AGREEMENT SEVERANCE AGREEMENT
NANCY REILLY 98 BURNT MILL CIRCLE CHADDS FORD, PA 19317	CONTRACT/AGREEMENT EMPLOYMENT LETTER
NANCY WEBB 2004 PROGNEDA LANE MARIETTA, GA 30066	REFERRAL AGENT AGREEMENT
NAPA TIRE INC 1655 SILVERADO TRAIL NAPA, CA 94558	MERCHANT AGREEMENT
NAPA VALLEY EMERGENCY MEDICAL PO BOX 11359 WESTMINSTER, CA 92685	MERCHANT AGREEMENT
NAPALM MOTORSPORTS 12112 N 620 AUSTIN, TX 78750	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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NASHBORO TIRE CENTERS, INC. 2337 MURFREESBORO PIKE NASHVILLE, TN 37217	MERCHANT AGREEMENT
NATIONAL HILLS TIRE AND SERVIC 2718 WASHINGTON ROAD AUGUSTA, GA 30909	MERCHANT AGREEMENT
NATIVE MERCHANT CLEARING 633 NW 39TH ST HOLLYWOOD, FL 33024-2135	REFERRAL AGENT AGREEMENT
NATURAL PATHS TO WELLNESS 1000 BRIARSDALE ROAD SUITE A HARRISBURG, PA 17109	MERCHANT AGREEMENT
NCC VO-TECH 1417 NEWPORT ROAD WILMINGTON, DE 19804	MERCHANT AGREEMENT
NCR 1700 S. PATTERSON ROAD DAYTON, OH 45479	MERCHANT AGREEMENT
NCR 1700 S PATTERSON BLVD DAYTON, OH 45479	REFERRAL AGENT AGREEMENT
NEBRASKALAND TIRE 2904 S SPRUCE WICHITA, KS 67216	MERCHANT AGREEMENT
NEECE TIRE & SERVICE CENTER 4792 BLOUNTSTOWN HIGHWAY TALLAHASSEE, FL 32304	MERCHANT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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NEMO'S BAKERY 7066 LOS POSITAS RD. SUITE 6 LIVERMORE, CA 94551	MERCHANT AGREEMENT
NE-RO BRAKE SERVICE INC 2311 S PATTERSON ST VALDOSTA, GA 31601	MERCHANT AGREEMENT
NEW BOUNDRY 1300 GODWARD STREET SUITE 3100 MINNEAPOLIS, MN 55413	SERVICE CONTRACTS NEW BOUNDRY (PRISM DEPLOY) CATEGORY: SUPPORT
NEW GLOBAL TELECOM 600 12TH STREET., SUITE 200 GOLDEN, CO 80401	MERCHANT AGREEMENT
NEW YORK HONDA YAMAHA 36-02 38TH STREET LONG ISLAND CITY, NY 11101	MERCHANT AGREEMENT
NEWARK CAR CARE CENTER 313 WEST MARKET STREET NEWARK, NJ 7103	MERCHANT AGREEMENT
NEWARK TIRE & AUTO SERVICE 6110 JARVIS AVE NEWARK, CA 94560	MERCHANT AGREEMENT
NEWARK TIRE & SERVICE INC 60 CHESTNUT HILL PLAZA NEWARK, DE 19713	MERCHANT AGREEMENT
NEWINS 1S450 SUMMIT AVE SUITE 370 OAKBROOK TERRACE, IL 60181	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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NEWNAN UTILITES 70 SEWELL ROAD NEWNAN, GA 30263	MERCHANT AGREEMENT
NEXTIRE COMMERCIAL 3589 MEMORIAL DRIVE DECATUR, GA 30032	MERCHANT AGREEMENT
NEXTIRE OF SUWANEE 2115 LAWRENCEVILLE SUWANEE RD SUWANEE, GA 30024	MERCHANT AGREEMENT
NICHOLE A LEHMAN, DC 1915 E MARKET STREET YORK, PA 17402	MERCHANT AGREEMENT
NOBLES TIRE SERVICE 1426 HIGHWAY 64 NEW RICHMOND, WI 54017	MERCHANT AGREEMENT
NOBLE'S TIRE SERVICE INC 1490 E DIVISION AVE BARRON, WI 54812	MERCHANT AGREEMENT
NORMANS DISCOUNT TIRE SVC 11621 BELLAIRE CLEVELAND, OH 44111	MERCHANT AGREEMENT
NORTH ADAMS TIRE & SERVICE CTR 163 RIVER STREET NORTH ADAMS, MA 1247	MERCHANT AGREEMENT
NORTH AMERICAN CORPORATION 2101 CLAIRE COURT GLENVIEW, IL 60025	MERCHANT AGREEMENT



**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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NORTH VALLEY HOSPITAL 4550 LENA DR SUITE 225 MECHANICSBURG, PA 17055	MERCHANT AGREEMENT
NORTHAMPTON TIRE AND SERVICE 182 KING STREET NORTHAMPTON, MA 1060	MERCHANT AGREEMENT
NORTHEAST PHILADELPHIA 3110 GRANT AVE PHILADELPHIA, PA 19114	MERCHANT AGREEMENT
NORTHER CALIF REHAB HOSPITAL 4550 LENA DR SUITE 225 MECHANICSBURG, PA 17055	MERCHANT AGREEMENT
NORTHGATE TIRE CO INC 3628 SPRINGDALE RD CINCINNATI, OH 45239	MERCHANT AGREEMENT
NORTHRIDGE SERVICE CENTER 6104 NORTH DIXIE DR DAYTON, OH 45414	MERCHANT AGREEMENT
NORTHSHORE 20050 CRESTWOOD BLVD. COVINGTON, LA 70433	MERCHANT AGREEMENT
NORTHWEST TIRE AND SERVICE 5276 BECKLEY ROAD BATTLE CREEK, MI 49015	MERCHANT AGREEMENT
NORWICH PUBLIC UTILITIES 16 S GOLDEN ST NORWICH, CT 6360	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
OAK TREE PRINTING, INC. 88 ROUTE 303 TAPPAN, NY 10983	MERCHANT AGREEMENT
OBGYN PROVO CNM 585 NORTH 500 WEST PROVO, UT 84601	MERCHANT AGREEMENT
OCEAN STATE TIRE CO INC 51 WORTHINGTON RD CRANSTON, RI 2920	MERCHANT AGREEMENT
OCHSNER CLINIC FOUNDATION 1514 JEFFERSON HIGHWAY NEW ORLEANS, LA 70123	MERCHANT AGREEMENT
OEMPARTS-JUNCTION.COM 3709 E END BLVD S MARSHALL, TX 75672	MERCHANT AGREEMENT
OLE BROOK TIRE AND AUTO, LLC 510 HWY 51 SOUTH BROOKHAVEN, MS 39601	MERCHANT AGREEMENT
OLIVENHAIN MUNICIPAL WATER DIS 1966 OLIVENHAIN RD ENCINITAS, CA 92024	MERCHANT AGREEMENT
OLSON TIRE AND AUTO SERVICE 601 FOREST ST WAUSAU, WI 54403	MERCHANT AGREEMENT
ONE STOP TIRE & AUTOMOTIVE 5900 INDEPENDENCE PKWY PLANO, TX 75023	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
OPEN 1136 KINGS HIGHWAY CHESTER, NY 10918	MERCHANT AGREEMENT
ORACLE PO BOX 203448 DALLAS, TX 75320-3448	SERVICE CONTRACTS ORACLE LINUX SUPPORT CONTRACT: 18147041 CATEGORY: SUPPORT
ORACLE PO BOX 203448 DALLAS, TX 75320-3448	SERVICE CONTRACTS ORACLE REPOSITORY SUBSCRIPTIONS (2) CATEGORY: SUBSCRIPTION
ORACLE PO BOX 203448 DALLAS, TX 75320-3448	SERVICE CONTRACTS ORACLE: SOFTWARE UPDATE LICENSE & SUPPORT (63660) - AZ CATEGORY: SUPPORT
ORACLE PO BOX 203448 DALLAS, TX 75320-3448	SERVICE CONTRACTS ORACLE: SOFTWARE UPDATE LICENSE & SUPPORT (63660) - DR CATEGORY: SUPPORT
ORACLE PO BOX 203448 DALLAS, TX 75320-3448	SERVICE CONTRACTS ORACLE: GOLDENGATE UPDATE LICENSE & SUPPORT (63660) CATEGORY: SUPPORT
ORACLE 500 ORACLE PARKWAY MS-OPLA4 REDWOOD SHORES, CA 94065	CONTRACT/AGREEMENT PROCESSOR PERPETUAL
ORACLE PO BOX 44471 SAN FRANCISCO, CA 94144	CONTRACT/AGREEMENT ORACLE: SOFTWARE UPDATE LICENSE & SUPPORT 05/31/13 - 05/30/14
ORACLE PO BOX 44471 SAN FRANCISCO, CA 94144	CONTRACT/AGREEMENT ORACLE: SOFTWARE UPDATE LICENSE & SUPPORT 09/22/13 - 09/21/14

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
ORACLE SUPPORT SERVICES PO BOX 203448 DALLAS, TX 75320-3448	CONTRACT/AGREEMENT TECHNICAL SUPPORT SERVICES AND BENEFITS
ORANGE COUNTY TIRE AND AUTO 61 BROOKSIDE AVE. CHESTER, NY 10918	MERCHANT AGREEMENT
ORBRO, LLC 10051 E HIGHLAND ROAD SUITE 29-204 HOWELL, MI 48843-6317	REFERRAL AGENT AGREEMENT
ORCHARD DALE WATER DISTRICT 13819 E. TELEGRAPH RD. WHITTIER, CA 90604	MERCHANT AGREEMENT
OTAY WATER DISTRICT 2554 SWEETWATER SPRINGS BLVD SPRING VALLEY, CA 91978	MERCHANT AGREEMENT
OUR LADY OF LOURDES MEMORIAL H 169 RIVERSIDE DRIVE BINGHAMTON, NY 13905	MERCHANT AGREEMENT
OZZY'S AUTO CLINIC 47 DAYTON LANE PEEKSKILL, NY 10566	MERCHANT AGREEMENT
P & H TIRE COMPANY 4101 N NAVARRO VICTORIA, TX 77901	MERCHANT AGREEMENT
PA FIRE AND EMERGENCY SVS INST 223 STATE ST HARRISBURG, PA 17104	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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PA PARKS & FORESTS FOUNDATION 1845 MARKET STREET SUITE 202 CAMP HILL, PA 17011	MERCHANT AGREEMENT
PA PSYCH INST BUSINESS OFFICE 2501 NORTH THIRD STREET HARRISBURG, PA 17110	MERCHANT AGREEMENT
PALMDALE WATER DISTRICT 2029 EAST AVENUE Q PALMDALE, CA 93550	MERCHANT AGREEMENT
PALMETTO TIRE AND SERVICE 724 CHERRY ROAD ROCK HILL, SC 29732	MERCHANT AGREEMENT
PALMIS TIRE AND AUTO CENTER 2770 N MILITARY TRAIL WEST PALM BEACH, FL 33409	MERCHANT AGREEMENT
PALMYRA BOLOGNA COMPANY, INC. 230 N. COLLEGE STREET PALMYRA, PA 17078	MERCHANT AGREEMENT
PALUMBO'S CAR CARE CENTER INC 2515 PULASKI HWY NEWARK, DE 19702	MERCHANT AGREEMENT
PAPA TELECOM 3805 CRESTWOOD PARKWAY NW #350 DULUTH, GA 30096	MERCHANT AGREEMENT
PARAMOUNT AUTO SERVICE 7151 RIVERDALE DRIVE NW RAMSEY, MN 55303	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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PARKER CUSTER TIRE AND SERVICE 3320 CUSTER ROAD PLANO, TX 75023	MERCHANT AGREEMENT
PARKER TIRE & AG SERVICE 814 SEBASTIAN ST. WEST HELENA, AR 72390	MERCHANT AGREEMENT
PARKS TIRE & AUTO SERVICE INC 3630 MAIN STREET GRASONVILLE, MD 21638	MERCHANT AGREEMENT
PATIENTFOCUS 814 CHURCH STREET SUITE 300 NASHVILLE, TN 37203	MERCHANT AGREEMENT
PAW PAW CYCLE 134 AMPEY RD. PAW PAW, MI 49079	MERCHANT AGREEMENT
PAYCARGO 2100 SALZEDO STREET CORAL GABLES, FL 33134	MERCHANT AGREEMENT
PAYPAL 2211 NORTH FIRST ST. SAN JOSE, CA 95131	REFERRAL AGENT AGREEMENT
PAYSOL CONSULTING GROUP C/O CPR ONLINE 475 MARKET ST. SUITE 201 ELMWOOD PARK, NJ 07407	REFERRAL AGENT AGREEMENT
PELICAN POINT 6300 CHAMPIONSHIP COURT., SUITE 201 GONZALES, LA 70737	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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PENN ELEVATOR CO. 52R MARKET STREET LEMOYNE, PA 17043	MERCHANT AGREEMENT
PENNSYLVANIA HIGHER EDUCATION 1200 NORTH SEVENTH STREET HARRISBURG, PA 17102	MERCHANT AGREEMENT
PERFORMANCE TIRE AND AUTO 5358 MCGINNIS FERRY ROAD ALPHARETTA, GA 30005	MERCHANT AGREEMENT
PERFORMANCE TIRE AND AUTO SVC 3435 CLEMSON BLVD ANDERSON, SC 29621	MERCHANT AGREEMENT
PERFORMANCE TIRE CO. 805 DONALDSON RD ERLANGER, KY 41018	MERCHANT AGREEMENT
PERRY COUNTY TIRE INC 116 VILLAGE LANE HAZARD, KY 41702	MERCHANT AGREEMENT
PETAL TIRE AND SERVICE CTR 909 HWY 42 PETAL, MS 39465	MERCHANT AGREEMENT
PETER GIBBONS 1117 LAKESHORE DRIVE SPICEWOOD, TX 78669	REFERRAL AGENT AGREEMENT
PETER R. COGGINS, M.D., P.A. 5811 KENNETT PIKE CENTREVILLE, DE 19807	MERCHANT AGREEMENT

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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PETE'S ROD NEST 152 DARETOWN RD ELMER, NJ 8318	MERCHANT AGREEMENT
PETRILLO'S TIRE & AUTO CENTER 131 ELMIRA RD., VACAVILLE VACAVILLE, CA 95687	MERCHANT AGREEMENT
PETTY'S TIRE & AUTO CENTER 420 E WASHINGTON AVE WASHINGTON, NJ 7882	MERCHANT AGREEMENT
PHD 1880 JOHN F KENNEDY BLVD. SUITE 1301 PHILADELPHIA, PA 19103	SERVICE CONTRACTS PHD VIRTUAL BACKUP CATEGORY: SUPPORT
PHIL PHILLIOU 12 LITTLEFIELD COURT HAWORTH, NJ 07641	REFERRAL AGENT AGREEMENT
PHILLIOU PARTNERS 590 MADISON AVE. 21ST FLOOR NEW YORK CITY, NY 10022	REFERRAL AGENT AGREEMENT
PHOENIXVILLE TIRE & SERVICE 639 W BRIDGE STREET PHOENIXVILLE, PA 19460	MERCHANT AGREEMENT
PHOTOGRAPHY BY RO 1 CROWN LANE COATESVILLE, PA 19320	MERCHANT AGREEMENT
PICO WD 4843 S CHURCH ST PICO RIVERA, CA 90660	MERCHANT AGREEMENT



**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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PINNACLE HEALTH 409 S SECOND STREET HARRISBURG, PA 17104	MERCHANT AGREEMENT
PINOLE GOODYEAR 1520 FITZGERALD DRIVE PINOLE, CA 94564	MERCHANT AGREEMENT
PIONEER TELEPHONE 39 DARLING AVENUE SOUTH PORTLAND, ME 4106	MERCHANT AGREEMENT
PLANTATION TIRE 1401 S UNIVERSITY DR PLANTATION, FL 33324	MERCHANT AGREEMENT
PLATINUM CAR CARE CENTER 521 GOFFLE ROAD WYCKOFF, NJ 7481	MERCHANT AGREEMENT
PLATTE CITY SERVICE CENTER 2439 NW PRAIRIE VIEW ROAD PLATTE CITY, MO 64079	MERCHANT AGREEMENT
PLAZA CAR WASH 134 THOMASTON AVE WATERBURY, CT 6702	MERCHANT AGREEMENT
PLAZA TIRE AND AUTO 501 30TH AVE WEST ALEXANDRIA, MN 56308	MERCHANT AGREEMENT
PMCM, LLC 110 COMMONS COURT CHADDS FORD, PA 19317	CONTRACT/AGREEMENT AGREEMENT TO PROVIDE CHIEF RESTRUCTURING OFFICER

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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PMS 1521 WEST CAMERON AVE. WEST COVINA, CA 91790	MERCHANT AGREEMENT
POMPANO TIRE AND AUTO 2301 N FEDERAL HWY POMPANO BEACH, FL 33062	MERCHANT AGREEMENT
POPPY HILLS GOLF CLUB 3200 LOPEZ ROAD PEBBLE BEACH, CA 93953	MERCHANT AGREEMENT
POPPY RIDGE GOLF CLUB 4280 GREENVILLE RD LIVERMORE, CA 94550	MERCHANT AGREEMENT
PORT TIRE & AUTO SERVICE 320 MAIN STREET PORT WASHINGTON, NY 11050	MERCHANT AGREEMENT
POS PO BOX 29040 PHOENIX, AZ 85038-9040	SERVICE CONTRACTS POS ADTRAN AND VOICE AUTHORIZATION (101 T1ZF PHNXAZNODC3 PHNXAZ07H73) CATEGORY: T1 ACCT: J-602-207-7330 129M
POS PO BOX 29040 PHOENIX, AZ 85038-9040	SERVICE CONTRACTS POS DID SERVICE FOR POS AND VOICE AUTH CATEGORY: DID ACCT: 602-222-3880 130B
POS PO BOX 52187 PHOENIX, AZ 85072-2187	SERVICE CONTRACTS POS VOICE AUTH (LONG DISTANCE AND 800 NUMBERS) CATEGORY: DSS ACCT: 83700376
POST ACUTE MEDICAL 3500 MARKET STREET SUITE 202 CAMP HILL, PA 17011	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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POTSDAM TIRE AND AUTO SVC 14 DEPOT ST POTSDAM, NY 13676	MERCHANT AGREEMENT
POWER SPORTS NETWORK 150 GRANBY ST. NORFOLK, VA 23510	REFERRAL AGENT AGREEMENT
POWERNET 100 COMMERCIAL DRIVE FAIRFIELD, OH 45014	SERVICE CONTRACTS POWERNET - DR SITE SECONDARY CONNECTION (AZ-DR) CATEGORY: 30MB
POWERSPORTS COMPANY N8309 KELLOM RD BEAVER DAM, WI 53916	MERCHANT AGREEMENT
PP CYCLE, RV, AERO TRADER 150 GRANBY STREET NORFOLK, VA 23510	MERCHANT AGREEMENT
PP TRUCK & EQUIPMENT TRADER 150 GRANBY STREET NORFOLK, VA 23510	MERCHANT AGREEMENT
PPS 375 LONGWOOD AVE 3RD FLOOR BOSTON, MA 2215	MERCHANT AGREEMENT
PRECISION AUTO CENTERS 3197 COBB PARKWAY NW KENNESAW, GA 30152	MERCHANT AGREEMENT
PREFERRED MUTUAL INS ONE PREFERRED WAY NEW BERLIN, NY 13411	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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PREMIER AUTO SERVICE 17567 CEDAR AVENUE LAKEVILLE, MN 55044	MERCHANT AGREEMENT
PRESCHOOL LITERACY CONSULTANTS 84 YANTACAW BROOK RD MONTCLAIR, NJ 7043	MERCHANT AGREEMENT
PRESTIGE TIRE & MOTORWORKS INC 307 TRAVIS BLVD FAIRFIELD, CA 94533	MERCHANT AGREEMENT
PRIME PERSONAL LINES LLC 365 NORTHRIDGE RD STE 400 ATLANTA, GA 30350	MERCHANT AGREEMENT
PRINCESS DIVISION 515 WASHINGTON AVE CARLSTADT, NJ 7072	MERCHANT AGREEMENT
PRINCESS LIQUORS 4007 PORT ST LUCIE BLVD PORT ST LUCIE, FL 34953	MERCHANT AGREEMENT
PROACTIVE DIRECT MARKETING 1215 W IMPERIAL HWY #101 BREA, CA 92821	MERCHANT AGREEMENT
PSN TEST ACCOUNT 150 GRANBY ST. NORFOLK, VA 23510	MERCHANT AGREEMENT
QT TECHNOLOGIES, LLC. 1605 LBJ FREEWAY SUITE 700 DALLAS, TX 75234	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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QUAIL CREEK TIRE & AUTO INC 10970 N MAY AVE OKLAHOMA CITY, OK 73120	MERCHANT AGREEMENT
QUALITY CAR CARE 11442 N HARRELLS FERRY RD BATON ROUGE, LA 70816	MERCHANT AGREEMENT
QUALITY TIRE & AUTO 609 ROUTE 72 MANAHAWKIN, NJ 8050	MERCHANT AGREEMENT
QUALITY TIRE AND AUTO CENTER 2560 RIDEOUT LANE MURFREESBORO, TN 37128	MERCHANT AGREEMENT
QUEBEC INC 3937 ROUTE HARWOOD VAUDREIUIL DORION QUEBEC J7P 0G1 CANADA	REFERRAL AGENT AGREEMENT
QUEENS FUNERAL LIVERY INC. 31-77 37TH STREET L.I. CITY, NY 11103	MERCHANT AGREEMENT
QUEST PO BOX 29040 PHOENIX, AZ 85038-9040	SERVICE CONTRACTS QUEST BTN 602 605-6828 636 AUTHORIZATION / SETTLEMENT BACKUP TELCO CATEGORY: ISDN ACCT: 602-605-6828 636B
QUEST PO BOX 29040 PHOENIX, AZ 85038-9040	SERVICE CONTRACTS QUEST 602 274-6286, 6301 - TWO POTS LINES USED OPERATIONS CATEGORY: POTS ACCT: J-602-207-7330 129B
QUINN RYAN INC 9320 CHESAPEAKE DR SAN DIEGO, CA 92123	REFERRAL AGENT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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QVC 1200 WILSON DRIVE WEST CHESTER, PA 19380	MERCHANT AGREEMENT
R & D HEATING AND COOLING 503 NORTH MILL RD KENNETT SQUARE, PA 19348	MERCHANT AGREEMENT
R.M. GACICIA, INC. 1521 WEST CAMERON AVE WEST COVINA, CA 91790	MERCHANT AGREEMENT
RADIQAL INTERCHANGE 110 GIBRALTAR ROAD SUITE 222 HORSHAM, PA 19044	REFERRAL AGENT AGREEMENT
RAYMOND JAMES & ASSOCIATES PO BOX 14534 ST. PETERSBURG, FL 33733-4534	CONTRACT/AGREEMENT LETTER AGREEMENT
RAY'S TIRE AND SERVICE CENTER 1375 US 1 SOUTH ST AUGUSTINE, FL 32084	MERCHANT AGREEMENT
RAY'S TIRE AND SERVICE COMMERC 2330 DOBBS ROAD ST AUGUSTINE, FL 32086	MERCHANT AGREEMENT
RCL MANAGEMENT LLC 239 CHESTNUT ST PHILADELPHIA, PA 19106	MERCHANT AGREEMENT
RED RIVER TIRE CENTER 728 W MAIN STREET DENISON, TX 75020	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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REDWEEK, INC. 14201 SE PETROVITSKY RD. RENTON, WA 98058	MERCHANT AGREEMENT
RENAISSANCE PLASTIC SURGERY 714 COLLEGE RD SUITE A TWIN FALLS, ID 83301	MERCHANT AGREEMENT
RENO VULCANIZING WORKS 590 N VIRGINIA ST RENO, NV 89505	MERCHANT AGREEMENT
RENO'S ICE CREAM & WATER ICE 4748 LIMESTONE RD WILMINGTON, DE 19808	MERCHANT AGREEMENT
REPUBLIC FIRST BANK 7300 FRANKFORD AVENUE PHILADELPHIA, PA 19136	REFERRAL AGENT AGREEMENT
RESOLUTE HEALTH PHYS 66 GREUNE PARK DRIVE SUITE 210 NEW BRAUNFELS, TX 78130	MERCHANT AGREEMENT
RETAILXS 1712 PIONEER AVENUE., SUITE 1602 CHEYANNE, WV 82001	MERCHANT AGREEMENT
REVENUE ADVANTAGE 6381 WILSON PLACE CLINTON, WA	REFERRAL AGENT AGREEMENT
RICHEY TIRE AND SERVICE 4983 ROBERTS ROAD HILLIARD, OH 43026	MERCHANT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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RICHLONN'S TIRE AND SERVICE S78 W18755 JANESVILLE RD MUSKEGO, WI 53150	MERCHANT AGREEMENT
RICHMOND BONE & JOINT CLINIC 1517 THOMPSON ROAD RICHMOND, VA 77469	MERCHANT AGREEMENT
RICH'S TRUCK SERVICE 5375 PROGRESS BLVD BETHEL PARK, PA 15102	MERCHANT AGREEMENT
RICHTER PRECISION, INC. 1021 COMMERCIAL AVE., PO BOX 159 EAST PETERSBURG, PA 17520	MERCHANT AGREEMENT
RICK DRESSEL 41332 GLOUCESTER DRIVE REHOBETH BEACH, DE 19971	REFERRAL AGENT AGREEMENT
RICK GARVEY MD 500 MAMARONECK AVE SUITE 211 HARRISON, NY 10528	MERCHANT AGREEMENT
RIDGE AUTO & TIRES INC 140 N RIDGE AVE AMBLER, PA 19002	MERCHANT AGREEMENT
RIS LLC 202 MONTROSE WEST AVE SUITE 200 COPLEY, OH 44321	MERCHANT AGREEMENT
RIVA PAYMENTS 1108 KINGS HIGHWAY SUITE 4 CHESTER, NY 10918	MERCHANT AGREEMENT



**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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RIVA PAYMENTS 365 ROUTE 304 SUITE 204 NANUET, NY 10954	REFERRAL AGENT AGREEMENT
RIVER OF GOD CHURCH 747 WERTZVILLE RD ENOLA, PA 17025	MERCHANT AGREEMENT
ROBBIE TIRE COMPANY 41 SE AVE C BELLE GLADE, FL 33430	MERCHANT AGREEMENT
ROBERTS HOME MEDICAL INC 20465 SENECA MEADOWS PKWY GERMANTOWN, MD 20876	MERCHANT AGREEMENT
ROBERTS TIRE AND AUTO 701 W WALKER ST BRECKENRIDGE, TX 76424	MERCHANT AGREEMENT
ROB'S TIRE & AUTO SERVICE CTR 5817 S WESTERN OKLAHOMA CITY, OK 73109	MERCHANT AGREEMENT
ROBSON FORENSIC PO BOX 4847 LANCASTER, PA 17604	MERCHANT AGREEMENT
ROCK VALLEY CULLIGAN 702 N MADISON STREET ROCKFORD, IL 61107	MERCHANT AGREEMENT
ROCKIES INTERNAL 13500 EVENING CREEK DRIVE., SUITE 600 SAN DIEGO, CA 92128	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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ROCKIES LLC 13500 EVENING CREEK DRIVE., SUITE 600 SAN DIEGO, CA 92128	MERCHANT AGREEMENT
ROGERS MARINE INC. 1221 MAGNOLIA ST. TEXARKANA, TX 75501	MERCHANT AGREEMENT
ROGGENKAMP TIRE CTR INC 536 E MAIN STREET GALESBURG, IL 61401	MERCHANT AGREEMENT
ROOTS TIRE 6804 CALHOUN MEM HWY EASLEY, SC 29640	MERCHANT AGREEMENT
ROSE INSTITUTE 2951 WHITEFORD RD YORK, PA 17402	MERCHANT AGREEMENT
ROSEMONT TIRE & SERVICE, INC 1203 E LANCASTER AVE BRYMAWR, PA 19010	MERCHANT AGREEMENT
ROSWELL TIRE AND APPLIANCE LLC 101 SOUTH MAIN STREET ROSWELL, NM 88203	MERCHANT AGREEMENT
ROUSSEL TIRE AND CAR CARE CTR 421 BELLE TERRE BLVD LAPLACE, LA 70068	MERCHANT AGREEMENT
ROUTE 66 TIRE & AUTO SVC 1815 SE 2ND ST EDMOND, OK 73034	MERCHANT AGREEMENT

Debtor Case No. (If known)

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 (Continuation Sheet)

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RSS DISTRIBUTORS 7930 OLD AUCTION ROAD MANHEIM, PA 17545	MERCHANT AGREEMENT
RT DRAKE CORP 590 W BASE LINE ST SAN BERNARDINO, CA 92410	MERCHANT AGREEMENT
RUBIO CANON LAND AND WATER 583 E. SACRAMENTO ST ALTADENA, CA 91003	MERCHANT AGREEMENT
RUTGERS, THE STATE UNIVERSITY 65 DAVIDSON ROAD PISCATAWAY, NJ 8901	MERCHANT AGREEMENT
S & S TIRE AND AUTO REPAIR 1800 S WINCHESTER BLVD CAMPBELL, CA 95008	MERCHANT AGREEMENT
SAF-T AUTO CARE INC 7209 BURLINGTON PIKE FLORENCE, KY 41042	MERCHANT AGREEMENT
SALEM TIRE 2300 E STATE STREET SALEM, OH 44460	MERCHANT AGREEMENT
SAMARITAN TIRE COMPANY 3200 OAKRIDGE RD MINNETONKA, MN 55305	MERCHANT AGREEMENT
SAMTAY, INC 1817 COLONIAL VILLAGE LANE LANCASTER, PA 17602	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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SAMTAY, INC. 2 289 N. MIDLAND AVENUE SADDLEBROOK, NJ 7663	MERCHANT AGREEMENT
SAN JOAQUIN VALLEY COLLEGE 5607 AVENIDA DE LOS ROBLES VISALIA, CA 93291	MERCHANT AGREEMENT
SAN JOAQUIN VALLEY REHAB 4550 LENA DR SUITE 225 MECHANICSBURG, PA 17055	MERCHANT AGREEMENT
SANTA MARGARITA WATER DISTRICT 26111 ANTONIO PARKWAY RANCHO SANTA MARGARI, CA 92688	MERCHANT AGREEMENT
SAVAGE TIRE AND AUTO 13961 S HWY 13 SAVAGE, MN 55378	MERCHANT AGREEMENT
SAWGRASS TIRE CENTER 1751 NW 136TH AVE SUNRISE, FL 33323	MERCHANT AGREEMENT
SAWTOOTH ORTHOPEDICS & SPORTS 100 HOSPITAL DR KETCHUM, ID 83340	MERCHANT AGREEMENT
SCHOLARCHIP CARD, LLC. 6 COMMERCIAL ST. HICKSVILLE, NY 11801	MERCHANT AGREEMENT
SCHOLARCHIP-HIGHER ED 6 COMMERCIAL STREET HICKSVILLE, NY 11801	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
SCHUMACHER DOWNTOWN 409 BROADWAY N FARGO, ND 58102	MERCHANT AGREEMENT
SCHUMACHER TIRE & AUTO SERVICE 3401 13TH AVE S FARGO, ND 58102	MERCHANT AGREEMENT
SCOTTS TIRE & AUTO CENTER INC 1011 25TH AVENUE PHENIX CITY, AL 36869	MERCHANT AGREEMENT
SCRIPTACOM SOLUTIONS PO BOX 7162 AUDOBON, PA 19407	MERCHANT AGREEMENT
SCRIPTACOM SOLUTIONS PO BOX 7162 AUDOBON, PA 19407-7162	REFERRAL AGENT AGREEMENT
SEA TAC TIRE AND AUTO TECH LLC 11904-C MERIDIAN E PUYALLUP, WA 98373	MERCHANT AGREEMENT
SEABROOK HOUSE 133 POLK LANE BRIDGETON, NJ 8302	MERCHANT AGREEMENT
SEAWAY TIRE AND AUTO SVC INC 330 E ORVIS ST MASSENA, NY 13662	MERCHANT AGREEMENT
SECUREWORKS ONE CONCOURSE PARKWAY ATLANTA, GA 30328	SERVICE CONTRACTS SECUREWORKS FIREWALL LOGS MANAGEMENT SERVICE CATEGORY: SERVICE

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
SECUREWORKS ONE CONCOURSE PARKWAY ATLANTA, GA 30328	SERVICE CONTRACTS SECUREWORKS IDS SERVICES CATEGORY: SERVICE
SEMINOLE TIRE CO INC 624 US 27 SOUTH LAKE PLACID, FL 33852	MERCHANT AGREEMENT
SENECA INSURANCE COMPANY INC. 160 WATER STREET 16TH FLOOR NEW YORK, NY 10038	MERCHANT AGREEMENT
SENTRY STATION TIRE & AUTO SVC 2645 BATTLEFIELD PKWY FT OGLETHORPE, GA 30742	MERCHANT AGREEMENT
SEREDNI TIRE AND AUTO CENTER 6547 MECHANICSVILLE TRPK MECHANICSVILLE, VA 23111	MERCHANT AGREEMENT
SEROTTA'S HAIR NAILS & TANNING 4 OLD ROUTE 146 CLIFTON PARK, NY 12065	MERCHANT AGREEMENT
SERVICE TIRE INC 223 SIXTH AVE DEVILS LAKE, ND 58301	MERCHANT AGREEMENT
SEYMOUR TIRE AND SERVICE 215 E 2ND STREET SEYMOUR, IN 47274	MERCHANT AGREEMENT
SHAFFER DE SOUZA BROWN 17 MIFFLIN AVE HAVERTOWN, PA 19083	MERCHANT AGREEMENT

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
SHAKOPEE TIRE AND AUTO 3801 EAGLE CREEK BLVD SHAKOPEE, MN 55379	MERCHANT AGREEMENT
SHELDON ROAD AUTO SERVICE 5757 N SHELDON RD CANTON, MI 48187	MERCHANT AGREEMENT
SHELTER PINLESS RETAIL TEST 1817 WEST BROADWAY COLUMBIA, MO 65218	MERCHANT AGREEMENT
SHI 290 DAVIDSON AVE. SOMERSET, NJ 08873	SERVICE CONTRACTS TENABLE NESSUS SUBSCRIPTION (2 DEVICES) CATEGORY: SUPPORT
SHI 1301 SOUTH MO-PAC EXPRESSWAY STE 375 AUSTIN, TX 78746	SERVICE CONTRACTS VAULT PROFESSIONAL MAINTENANCE CATEGORY: SUBSCRIPTION
SHI 2795 COTTONWOOD PKWY STE 120 SALT LAKE CITY, UT 84121	CONTRACT/AGREEMENT SHI: MICROSOFT OFFICE STANDARD 2013
SHI 2795 COTTONWOOD PKWY STE 120 SALT LAKE CITY, UT 84121	CONTRACT/AGREEMENT SHI: TOAD SOFTWARE
SHI 2795 COTTONWOOD PKWY STE 120 SALT LAKE CITY, UT 84121	CONTRACT/AGREEMENT MARLIN: FISHBOWL SOFTWARE
SHI 2795 COTTONWOOD PKWY STE 120 SALT LAKE CITY, UT 84121	CONTRACT/AGREEMENT SHI: CHECKPOINT CONSULTANT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
SHIEL MEDICAL LABORATORY, INC. 63 FLUSHING AVE SUITE 336 BROOKLYN, NY 11205	MERCHANT AGREEMENT
SHILOH BAPTIST CHURCH 629 S PERSHING AVE YORK, PA 17401	MERCHANT AGREEMENT
SHIPMAN TIRE & AUTOMOTIVE 1601 N HAMPTON RD DESOTO, TX 75115	MERCHANT AGREEMENT
SHIRREFF INSURANCE 1011 E. MAIN ST. PUYALLUP, WA 98378	MERCHANT AGREEMENT
SIDNEY TIRE INC 1231 WAPAKONETA AVE SIDNEY, OH 45365	MERCHANT AGREEMENT
SIEGEN LANE CAR WASH 8875 SIEGEN LANE BATON ROUGE, LA 70810	MERCHANT AGREEMENT
SIGHTLINE PAYMENTS, LLC. 6871 S. EASTERN AVE., UNIT 8C LAS VEGAS, NV 89119	MERCHANT AGREEMENT
SIGNAPAY 105 DECKER COURT, SUITE 650 IRVING, TX 75062	REFERRAL AGENT AGREEMENT
SILVERSKY 440 WHEELERS FARM RD STE 202 MILFORD, CT 06461	SERVICE CONTRACTS SILVERSKY EMAIL CLOUD SERVICE CATEGORY: SERVICE PERIMETER AGREEMENT_20130328172919 (3YR)



Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
SIMI VALLEY CYCLES 2902 L.A. AVE SIMI VALLEY, CA 93065	MERCHANT AGREEMENT
SIMON S KETTERING & SONS 1599 CUMBERLAND STREET LEBANON, PA 17042	MERCHANT AGREEMENT
SIMPSON COUNTY TIRE 208 INDUSTRIAL DRIVE FRANKLIN, KY 42134	MERCHANT AGREEMENT
SKIPPERS MARINE 465 S BLACKSMITH AVE WINDSOR, PA 17366	MERCHANT AGREEMENT
SKY STREETY 24409 PEDERNALES CLIFF TERRACE SPICEWOOD, TX 78669	REFERRAL AGENT AGREEMENT
SLIDELL EASY PAY TIRE STORE 3165 PONTCHARTRAIN DRIVE SLIDELL, LA 70458	MERCHANT AGREEMENT
SLP BILLING- CUST 2012 6871 S. EASTERN AVE. UNIT 8C LAS VEGAS, NV 89119	MERCHANT AGREEMENT
SMITH BROS SERVICE 409 S 9TH STREET MINNEAPOLIS, MN 55404	MERCHANT AGREEMENT
SMITH-DAVIDSON TIRE AND AUTO 1168 WOODRUFF ROAD GREENVILLE, SC 29607	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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SMITTY'S TIRES & SERVICE 6648 S HWY 89 UINTAH, UT 84405	MERCHANT AGREEMENT
SMT MEDIA 41 BRIAR OAKS LANE WESTON, CT 06883	REFERRAL AGENT AGREEMENT
SONICWALL 2001 LOGIC DRIVE SAN JOSE, CA 95124-3452	SERVICE CONTRACTS SONICWALL SUBSCRIPTION CATEGORY: SUPPORT
SOUTH CENTRAL TIRE 260 SOUTH STREET SE WARREN, OH 44483	MERCHANT AGREEMENT
SOUTH TAHOE PUBLIC UTILITY 1275 MEADOW CREST DRIVE SOUTH LAKE TAHOE, CA 96150	MERCHANT AGREEMENT
SOUTHAMPTON TIRE & SERVICE 340 STREET RD SOUTHAMPTON, PA 18966	MERCHANT AGREEMENT
SOUTHERN KY REHAB HOSPITAL 4550 LENA DR SUITE 225 MECHANICSBURG, PA 17055	MERCHANT AGREEMENT
SOUTHERN WOODS GOLF CLUB 1501 CORKWOOD BLVD HOMOSASSA, FL 34446	MERCHANT AGREEMENT
SOUTHSIDE AUTO REPAIR 3031 W NORTHERN AVE PUEBLO, CO 81005	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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SOUTHWEST DIRECT 2129 ANDREA LANE FORT MYERS, FL 33912	REFERRAL AGENT AGREEMENT
SPARKS COMMERCIAL TIRE INC 25620 NORTHLINE RD TAYLOR, MI 48180	MERCHANT AGREEMENT
SPECTROCELL 143 MONTGOMERY AVE ORELAND, PA 19075	MERCHANT AGREEMENT
SPEEDY TIRE & SERVICE 3149 W HWY 31 SOUTH PELHAM, AL 35124	MERCHANT AGREEMENT
SPRINGER OPERA HOUSE 103 10TH STREET COLUMBUS, GA 31901	MERCHANT AGREEMENT
SPRINGFIELD TIRE AND AUTO 435 DWIGHT ST SPRINGFIELD, MA 1103	MERCHANT AGREEMENT
SPRINT 6200 SPRINT PARKWAY OVERLAND PARK, KS 66251	REFERRAL AGENT AGREEMENT
ST CLAIR HEALTH CORP. 1000 BOWER HILL ROAD PITTSBURGH, PA 15243	MERCHANT AGREEMENT
ST JOSEPH'S HOSPITAL 301 PROSPECT AVE SYRACUSE, NY 13203	MERCHANT AGREEMENT

Debtor Case No. (If known)

## SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES (Continuation Sheet)

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ST KITTS ARMORY BUILDING BASSETERRE, KN 11111	MERCHANT AGREEMENT
STANDAGE TIRE AND AUTO 420 W HOBSON WAY BLYTHE, CA 92225	MERCHANT AGREEMENT
STATE OF DELAWARE 820 SILVER LAKE BLVD, SUITE 100 DOVER, DE 19904	MERCHANT AGREEMENT
STATEN ISLAND TIRE AUTO 783 FORREST AVE STATEN ISLAND, NY 10310	MERCHANT AGREEMENT
STATEWIDE BONDING COMPANY, INC 365 NORTHRIDGE RD. SUITE 400 ATLANTA, GA 30350	MERCHANT AGREEMENT
STAY THIRSTY, LLC 1724 WHETSTONE WAY BALTIMORE, MD 21230	MERCHANT AGREEMENT
STEFAN'S AT L.A. FARM, LLC 3000 W. OLYMPIC BLVD SANTA MONICA, CA 90404	MERCHANT AGREEMENT
STERLING JEWELERS 375 GHENT ROAD AKRON, OH 44333	MERCHANT AGREEMENT
STERLING WATER 307 1928 TRUAX BLVD. EAU CLAIRE, WI 54703	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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STERLING WATER 342 2465 TRAILWOOD LANE ROTHSCHILD , WI 54474	MERCHANT AGREEMENT
STERLING WATER, INC. 1928 TRAUX BLVD EAU CLAIRE, WI 54703	MERCHANT AGREEMENT
STEVE MADDEN ACCESSORIES 52-18 BARNET AVE LONG ISLAND CITY, NY 11104	MERCHANT AGREEMENT
STEVENSON'S DOLL HOUSES AND MI 49 TEXACO RD MECHANICSBURG, PA 17050	MERCHANT AGREEMENT
STEVENSON'S TIRE AND SVC CTR 6401 THOMPSON ROAD SYRACUSE, NY 13206	MERCHANT AGREEMENT
STEVE'S DELI 3200 N CENTRAL AVE PHOENIX, AZ 85012	MERCHANT AGREEMENT
STEVES TIRE AND AUTO SERVICE 514 LIBERTY ST MORRIS, IL 60450	MERCHANT AGREEMENT
STEWART TIRE & AUTO SERVICE 7135 READING RD CINCINNATI, OH 45237	MERCHANT AGREEMENT
STEWART TIRE INC 11955 LEBANON RD CINCINNATI, OH 45241	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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STONEBRIDGE CROSSING TIRE 170 N STONEBRIDGE DRIVE MCKINNEY, TX 75071	MERCHANT AGREEMENT
STONER ENTERPRISES, INC. 501 MARYLAND AVENUE HAGERSTOWN, MD 21740	MERCHANT AGREEMENT
STUDENT POS 6 COMMERCIAL ST. HICKSVILLE, NY 11801	MERCHANT AGREEMENT
SUBURBAN TIRE AND AUTO SER 65 FRESHWATER BLVD ENFIELD, CT 6082	MERCHANT AGREEMENT
SUGARMILL WOODS GOLF CLUB 1 DOUGLAS STREET HOMOSASSA, FL 34446	MERCHANT AGREEMENT
SUGLIA'S PIZZA OF FAIRFIELD 413-B NEW LONDON RD NEWARK, DE 19711	MERCHANT AGREEMENT
SUMMA REHAB HOSPITAL 29 NORTH ADAMS STREET AKRON, OH 44304	MERCHANT AGREEMENT
SUMNER TIRE 124 QUARRY ROAD NEWPORT, VT 5855	MERCHANT AGREEMENT
SUMPTER SALES, INC. 3137 E. COUNTY ROAD S BELOIT, WI 53511	MERCHANT AGREEMENT

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 (Continuation Sheet)

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SUNVIEW 10210 HIGHLAND MANOR DR STE 275 TAMPA, FL 33610	SERVICE CONTRACTS SUNVIEW SOFTWARE CATEGORY: SUPPORT
SUPERIOR TIRE 637 LOTUS DR N MANDEVILLE, LA 70471	MERCHANT AGREEMENT
SUPERIOR TIRE INC. 625 HWY 182 HOUMA, LA 70361	MERCHANT AGREEMENT
SUSAN HAGARMAN'S SEAFOOD 201 MEMORY LANE YORK, PA 17402	MERCHANT AGREEMENT
SWEDISH COVENANT HOSPITAL 5145 N CALIFORNIA AVE CHICAGO, IL 60625	MERCHANT AGREEMENT
SWEETWATER AUTHORITY 1000 BOWER HILL ROAD PITTSBURGH, PA 15243	MERCHANT AGREEMENT
SYCAMORE TIRE & AUTO REPAIR 9372 KENWOOD ROAD CINCINNATI, OH 45242	MERCHANT AGREEMENT
SYMANTIC PO BOX 670716 DALLAS, TX 75267-0716	SERVICE CONTRACTS SYMANTEC BACKUP EXEC 2012 FOR WINDOWS SUPPORT (63660) CATEGORY: SUPPORT
T & E TIRES AND SERVICE 2925 EASTWAY DR CHARLOTTE, NC 28205	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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T & F TIRE SUPPLY CO INC 527 MARKET ST KINGSTON, PA 18704	MERCHANT AGREEMENT
T ALDAPE AUTO SERVICE & TIRES 9502 MCPHERSON ROAD LAREDO, TX 78045	MERCHANT AGREEMENT
TAMMY ALBERGO-MANNO TANGLES 3015 W SAND FLOWER DRIVE PHOENIX, AZ 85086	MERCHANT AGREEMENT
TANGLES SALON, LLC 10050 N SCOTTSDALE RD SCOTTSDALE, AZ 85253	MERCHANT AGREEMENT
TAPMASTERS LLC 335 GEORGE STREET NEW BRUNSWICK, NJ 8901	MERCHANT AGREEMENT
TAPMASTERS NY LLC 306 HIAWATHA BLVD W SYRACUSE, NY 13290	MERCHANT AGREEMENT
TARGET MARKETING 120 TILLSON AVENUE, 205 ROCKLAND, ME 4841	MERCHANT AGREEMENT
TAYLOR TIRE & SERVICE CENTER 4029 LITTLE ROAD NEW PORT RICHEY, FL 34653	MERCHANT AGREEMENT
TBO HOLDREGE 1105 S BURLINGTON ST. HOLDREGE, NE 68949	MERCHANT AGREEMENT



**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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TEAM CC 16770 SNOWMOBILE LANE EAGLE RIVER, AK 99577	MERCHANT AGREEMENT
TECHNIVATE INC 1020 BROADRUN ROAD LANDENBERG, PA 19350	MERCHANT AGREEMENT
TEMPLE BETH EL OF LANCASTER 1836 ROHRERSTOWN RD LANCASTER, PA 17601	MERCHANT AGREEMENT
TENET HEALTH SYSTEM 5810 CORAL RIDGE DR. CORAL SPRINGS, FL 33076	MERCHANT AGREEMENT
TF NOONAN'S 18 EAST CENTRAL AVE PEARL RIVER, NY 10965	MERCHANT AGREEMENT
TF NOONAN'S, INC. 16 E CENTRAL AVE PEARL RIVER, NY 10965	MERCHANT AGREEMENT
THE ASPEN BRANDS 2400 CHATTAHOOCHEE DRIVE DULUTH, GA 30097	MERCHANT AGREEMENT
THE BANCORP BANK 409 SILVERSIDE ROAD, SUITE 105 WILMINGTON, DE 19809	CONTRACT/AGREEMENT ISO AGREEMENT
THE BANCORP BANK 409 SILVERSIDE ROAD, SUITE 105 WILMINGTON, DE 19809	CONTRACT/AGREEMENT PROCESSOR AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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THE BANCORP BANK 409 SILVERSIDE ROAD, SUITE 105 WILMINGTON, DE 19809	CONTRACT/AGREEMENT SPONSORSHIP AGREEMENT
THE BANCORP BANK 409 SILVERSIDE ROAD, SUITE 105 WILMINGTON, DE 19809	CONTRACT/AGREEMENT ORIGINAL DEPOSITORY FINANCIAL INSTITUTION AGREEMENT
THE BANCORP BANK 409 SILVERSIDE ROAD, SUITE 105 WILMINGTON, DE 19809	CONTRACT/AGREEMENT SECOND FORBEARANCE AGREEMENT
THE BANCORP BANK 409 SILVERSIDE ROAD, SUITE 105 WILMINGTON, DE 19809	CONTRACT/AGREEMENT ACCOMMODATION AGREEMENT
THE BAY AREA CORPORATION 3100 MOUNTAIN RD PASADENA, MD 21122	MERCHANT AGREEMENT
THE GROVE CLUB 6200 WILDINGS BLVD COLLEGE GROVE, TN 67046	MERCHANT AGREEMENT
THE HERMITAGE MUSEUM STORE 4580 RACHELS LANE HERMITAGE, TN 37076	MERCHANT AGREEMENT
THE HERMITAGE TICKET OFFICE 4580 RACHELS LANE HERMITAGE, TN 37076	MERCHANT AGREEMENT
THE MANOR 689 W MAIN ST FREEHOLD, NJ 7728	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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THE MEN'S RESOURCE CENTER 1601 WALNUT STREET SUITE 1017 PHILADELPHIA, PA 19102	MERCHANT AGREEMENT
THE PLUMBERS HELPER 8 ANN STREET MIDDLETOWN, PA 17057	MERCHANT AGREEMENT
THE RIDING ACADEMY OF NJ INC. 2 SHADY ST PATERSON, NJ 7524	MERCHANT AGREEMENT
THE SIEGFRIED GROUP 1201 N MARKET ST SUITE 700 WILMINGTON, DE 19801	MERCHANT AGREEMENT
THERA HEALTH CENTER LLC 25 BROOKSIDE DRIVE SUITE 2 OAK RIDGE, NJ 7438	MERCHANT AGREEMENT
THOMAS BALSHI, M.D., P.A. 4665 W ATLANTIC AVE DELRAY BEACH, FL 33445	MERCHANT AGREEMENT
THOMAS EDISON ELECTRIC 352 SECOND STREET PIKE SUITE 193 SOUTHAMPTON, PA 18966	MERCHANT AGREEMENT
THOMAS TIRE AND SERVICE INC 3117 HWY 80 E PEARL, MS 39208	MERCHANT AGREEMENT
THUNDER STIX 4060 N. DUPONT HWY NEW CASTLE, DE 19720	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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THUZE EBOOKS 13500 EVENING CREEK DR NORTH STE 600 SAN DIEGO, CA 92128	MERCHANT AGREEMENT
TILE MARKET OF DE 17701 DARTMOUTH DRIVE., AND RT. 1 LEWES, DE 19958	MERCHANT AGREEMENT
TIRE CENTER PLUS INC 1165 EL PASEO ROAD LAS CRUCES, NM 88001	MERCHANT AGREEMENT
TIRE CRAFT OF PLEASANT BEACH 1450 RICHMOND AVE POINT PLEASANT, NJ 8742	MERCHANT AGREEMENT
TIRE KING USA LLC 225 N. LEE ST AMERICUS, GA 31709	MERCHANT AGREEMENT
TIRE PRO INC 211 BULL ST LAGRANGE, GA 30240	MERCHANT AGREEMENT
TIRE VILLAGE INC 501 N MAIN STREET BEL AIR, MD 21014	MERCHANT AGREEMENT
TIREQUEST AUTOMOTIVE, INC. 220 HWY 53 EAST CALHOUN, GA 30701	MERCHANT AGREEMENT
TIRES UNLIMITED AUTOMOTIVE SVC 1557 N WISCONSIN ST PORT WASHINGTON, WI 53074	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
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TIRESOLES 1401 GREEN RD SUITE A POMPANO BEACH , FL 33064	MERCHANT AGREEMENT
TNS 11480 COMMERCE PARK DRIVE SUITE 600 RESTON, VA 20191	REFERRAL AGENT AGREEMENT
TOKAY TIRE SERVICE INC 125 E LODI AVE LODI, CA 95240	MERCHANT AGREEMENT
TOM WILSON INC 19815 FREDERICK RD GERMANTOWN, MD 20874	MERCHANT AGREEMENT
TOWN & COUNTRY TIRE & AUTO 1033 W MCKINLEY AVE MISHAWAKA, IN 46545	MERCHANT AGREEMENT
TRAC INTERMODAL 211 COLLEGE ROAD EAST PRINCETON, NJ 8540	MERCHANT AGREEMENT
TRANSEND INTEGRATED TECHNOLOGIES, INC. 100 TECHNOLOGY WAY, #240 MOUNT LAUREL, NJ 08054	SERVICE PROVIDER AGREEMENT
TRIANGLE TIRE 25 S 500 W BOUNTIFUL, UT 84010	MERCHANT AGREEMENT
TRINITY MUSCATINE 1518 MULBERRY AVE MUSCATINE, IA 52761	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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TRI-STATE LTD. 506 5TH STREET SPEARFISH, SD 57783	MERCHANT AGREEMENT
TRI-STATE TIRE & AUTO CENTER 1409 US HWY 25E MIDDLESBORO, KY 40965	MERCHANT AGREEMENT
TRITON VALUE PARTNERS WILTON CENTER SUITE 470 515 E CROSSVILLE ROAD ROSWELL, GA 30075	REFERRAL AGENT AGREEMENT
TRUSTWORTHY TIRE AND AUTO SERV 10432 N. PORT WASHINGTON RD MEQUON, WI 53092	MERCHANT AGREEMENT
TUBELS GOODYEAR 5500 JAMMES ROAD JACKSONVILLE, FL 32244	MERCHANT AGREEMENT
TUBELS SERVICE CENTER 3483 PHILLIPS HWY JACKSONVILLE, FL 32207	MERCHANT AGREEMENT
TUSCALOOSA TIRE AND SVC 2519 12TH STREET TUSCALOOSA, AL 35401	MERCHANT AGREEMENT
TUSTIN RANCH TIRE AND AUTO CTR 2541 EL CAMINO REAL TUSTIN, CA 92782	MERCHANT AGREEMENT
TUSTIN TRANSMISSION 14122 NEWPORT AVE TUSTIN, CA 92780	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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TWINSBURG GOODYEAR 9315 DARROW RD TWINSBURG, OH 44087	MERCHANT AGREEMENT
U.S. AUTO SERVICE INC 183 SOUTH ROUTE 45 GRAYSLAKE, IL 60030	MERCHANT AGREEMENT
UCS 5431 O'NEAL ROAD GULFPORT, MS 39503	REFERRAL AGENT AGREEMENT
UGLY DOLL 290 US HIGHWAY 22 WEST GREEN BROOK, NJ 8812	MERCHANT AGREEMENT
UKRAINIAN AMERICAN YOUTH ASSOC 136 N SECOND AVE NEW YORK, NY 10003	MERCHANT AGREEMENT
ULTRAPURE AND INDUSTRIAL SERVI 4429 MINT WAY DALLAS, TX 75236	MERCHANT AGREEMENT
UNIVERSITY CLUB 15333MEMORIAL TOWER DRIVE BATON ROUGE, LA 70808	MERCHANT AGREEMENT
UNIVERSITY TIRE & AUTO SVC CTR 1434 UNIVERSITY AVENUE OXFORD, MS 38655	MERCHANT AGREEMENT
UNIVERSITY TIRE AND SVC CTR 107 S 40TH AVE HATTIESBURG, MS 39401	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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UNIVERSITY TIRE AND SVC CTR IN 151 NORTHSIDE DRIVE EAST STATESBORO, GA 30458	MERCHANT AGREEMENT
UNLEASHED MOTORSPORTS 1514 MAX HOOKS ROAD SUITE B GROVELAND, FL 34736	MERCHANT AGREEMENT
UNLIMITED CYCLE CENTER 110 ROSSMAN ROAD TYRONE, PA 16686	MERCHANT AGREEMENT
UPPER KEYS SAILING CLUB PO BOX 373154 KEY LARGO, FL 33037	MERCHANT AGREEMENT
URBANA TRUETIRES 202 S VINE ST URBANA, IL 61802	MERCHANT AGREEMENT
US BANK NATIONAL ASSOCIATION 9321 OLIVE BLVD ST-MO-OVRC ST LOUIS, MO 63132	MERCHANT AGREEMENT
USA EXPRESS TIRE & SERVICE 801 S LINCOLN BLVD VENICE, CA 90291	MERCHANT AGREEMENT
USA EXPRESS TIRE AND SERVICE 350 BROADWAY LAGUNA BEACH, CA 92651	MERCHANT AGREEMENT
UTAH VALLEY TIRE INC 420 S 500 E SALT LAKE CITY, UT 84102	MERCHANT AGREEMENT



Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
V.I.P TIRE CORPORATION 7121 W 171ST ST TINLEY PARK, IL 60477	MERCHANT AGREEMENT
VALET 1 SEMINOLE WAY HOLLYWOOD, FL 33314	MERCHANT AGREEMENT
VALLE CUCINA ITALIANA 4752 LIMESTONE RD WILMINGTON, DE 19808	MERCHANT AGREEMENT
VALLECITOS WATER DISTRICT 201 VALLECITOS DE ORO SAN MARCOS, CA 92069	MERCHANT AGREEMENT
VALLEY CC 491 S. WASILLA ST. WASILLA, AK 99654	MERCHANT AGREEMENT
VALLEY OBGYN 120 NORTH 1220 EAST., SUITE 7 AMERICAN FORK, UT 84003	MERCHANT AGREEMENT
VALLEY WEST GOODYEAR 10608 FRANCE AVE S BLOOMINGTON, MN 55431	MERCHANT AGREEMENT
VANDALIA GOODYEAR 2 E NATIONAL RD VANDALIA, OH 45377	MERCHANT AGREEMENT
VANDER HAMM TIRE CENTER 2222 FIFTH ST DAVIS, CA 95618	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
VAR RESOURCES 2330 INTERSTATE 30 MESQUITE, TX 75150	CONTRACT/AGREEMENT BACKUP STORAGE SERVER HARDWARE
VAR RESOURCES 2330 INTERSTATE 30 MESQUITE, TX 75150	CONTRACT/AGREEMENT VAR RESOURCES: HP/VUALT SERVER ACCESS/SOFTWARE HARDWARE
VERIZON PO BOX 371355 PITTSBURGH, PA 15250-7392	SERVICE CONTRACTS VERIZON - INTERNET (PRD) CATEGORY: 20MB
VERUS HEALTHCARE LLC 725 COOL SPRINGS BLVD STE 300 FRANKLIN, TN 37067	MERCHANT AGREEMENT
VESPA DOWNERS GROVE 2101 OGDEN AVE DOWNERS GROVE, IL 60515	MERCHANT AGREEMENT
VIBRA HOSP - MERIDIAN AGREEMENT 4550 LENA DRIVE SUITE 225 MECHANICSBURG, PA 17055	MERCHANT AGREEMENT
VIBRA HOSP - TBB AGREEMENT 4550 LENA DRIVE SUITE 225 MECHANICSBURG, PA 17055	MERCHANT AGREEMENT
VILLAGE OF LAWRENCE 196 CENTRAL AVE. LAWRENCE, NY 11559	MERCHANT AGREEMENT
VISTA IRRIGATION DISTRICT 1391 ENGINEER ST VISTA, CA 92081	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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VMC CAPITAL, LLC 650 NAAMANS ROAD., SUITE 300 CLAYMONT, DE 19703	MERCHANT AGREEMENT
W & S TIRE INC 3935 ALHAMBRA AVE MARTINEZ, CA 94553	MERCHANT AGREEMENT
W. P. COOKE 4731 N BROAD STREET PHILADELPHIA, PA 19141	MERCHANT AGREEMENT
WAGNER TIRE INC 1740 E SUNRISE BLVD FT LAUDERDALE, FL 33304	MERCHANT AGREEMENT
WAHOO CSR 70 SEWELL RD. NEWNAN, GA 30263	MERCHANT AGREEMENT
WALPOLE TIRE SERVICES 511 E GEORGIA AVE RUSTON, LA 71270	MERCHANT AGREEMENT
WALTER'S AUTO SERVICE CENTER 15135 MCGREGOR BLVD FORT MYERS, FL 33908	MERCHANT AGREEMENT
WALTER'S TIRE AND APPLIANCE 220 W MAIN ST GREENSBURG, IN 47240	MERCHANT AGREEMENT
WARM SPRINGS REHAB 14747 JONES MALTSBERGER RD. SAN ANTONIO, TX 78247	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
WATERBURY TIRE AND AUTO SERVIC 144 THOMASTON AVE WATERBURY, CT 6702	MERCHANT AGREEMENT
WATERDAM AUTO SERVICE 1041 WATERDAM PLAZA DRIVE MCMURRAY, PA 15317	MERCHANT AGREEMENT
WAYNE TIRE AND SERVICE 956 HAMBURG TURNPIKE WAYNE, NJ 7470	MERCHANT AGREEMENT
WEBSTER SQUARE TIRE AND AUTO S 616 PARK AVE WORCESTER, MA 1603	MERCHANT AGREEMENT
WESKAM TECHNOLOGIES 49 TEXACO RD MECHANICSBURG, PA 17050	MERCHANT AGREEMENT
WEST BEND TIRE CO 2001 PARWAY DR WEST BEND, WI 53095	MERCHANT AGREEMENT
WEST BLOOMINGTON TIRE AND AUTO 7101 W OLD SHAKOPEE ROAD BLOOMINGTON, MN 55438	MERCHANT AGREEMENT
WEST CHESTER TIRE & SERVICE I 614 WESTTOWN RD WEST CHESTER, PA 19382	MERCHANT AGREEMENT
WEST COUNTY TIRE & AUTOMOTIVE 421 W CHAPMAN AVE ANAHEIM, CA 92802	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

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WEST VALLEY WATER DISTRICT 855 W BASE LINE ROD RIALTO, CA 92337	MERCHANT AGREEMENT
WESTCHASE TIRE AND AUTO 11110 MEADOWGLEN LANE HOUSTON, TX 77082	MERCHANT AGREEMENT
WESTCOAST TIRES & SERVICES 33171 CAMINO CAPISTRANO SAN JUAN CAPISTRANO, CA 92675	MERCHANT AGREEMENT
WESTERN CLEARING CORP 1715 S 324TH PLACE #400 FEDERAL WAY, WA 98003	REFERRAL AGENT AGREEMENT
WESTERN HONDA 6717 E MCDOWELL RD SCOTTSDALE, AZ 85257	MERCHANT AGREEMENT
WESTLAKE INC 5634 HOHMAN AVE HAMMOND, IN 46320	MERCHANT AGREEMENT
WESTON TIRE AND AUTO 15740 W STATE ROAD 84 SUNRISE, FL 33326	MERCHANT AGREEMENT
WESTSIDE TIRE 3200 WILLIAMS BLVD SW CEDAR RAPIDS, IA 52404	MERCHANT AGREEMENT
WHITE BEAR TIRE AND AUTO 1350 E HIGHWAY 96 WHITE BEAR LAKE, MN 55110	MERCHANT AGREEMENT

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
WHOLESAL PAYMENT SOLUTIONS 4320 MARSH RIDGE ROAD #100 CARROLLTON, TX 75010	REFERRAL AGENT AGREEMENT
WILBRAHAM TIRE AND AUT SVC 2694 BOSTON RD WILBRAHAM, MA 1095	MERCHANT AGREEMENT
WILD WASH AT 42 40201 HIGHWAY 42 PRAIRIEVILLE, LA 70769	MERCHANT AGREEMENT
WILLISTON TIRE CENTER 1909 2ND AVENUE WEST WILLISTON, ND 58801	MERCHANT AGREEMENT
WILRAE INC 9200 S HARLEM AVE BRIDGEVIEW, IL 60455	MERCHANT AGREEMENT
WIND TOYS 117 NW MADISON CT PORT ST LUCIE, FL 34986	MERCHANT AGREEMENT
WOLSTON TIRE & APPLIANCE 10150 SHOREVIEW RD DALLAS, TX 75238	MERCHANT AGREEMENT
WOMEN'S FIRST 4735 OGLETOWN STANTON ROAD SUITE 1109 NEWARK, DE 19713	MERCHANT AGREEMENT
WOMEN'S HOSPITAL OF SOUTHERN I 4199 GATEWAY BOULEVARD SUITE 2300 NEWBURGH, IN 47630	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
WOOD AND FULLERTON GOODYEAR 2080 CUMMING HWY CANTON, GA 30114	MERCHANT AGREEMENT
WOODBURY AMOCO AUTOCARE 1561 WOODLANE DRIVE WOODBURY, MN 55125	MERCHANT AGREEMENT
WOOLRICH 2 MILL STREET WOOLRICH, PA 17779	MERCHANT AGREEMENT
WORLD HARVEST CHURCH 4595 GENDER ROAD CANAL WINCHESTER, OH 43110	MERCHANT AGREEMENT
WORLD OF BEER- BRADY STREET 1300 BRADY STREET MILWAUKEE, WI 53202	MERCHANT AGREEMENT
WORLD OF BEER EVANSTON 1601 SHERMAN AVE EVANSTON, IL 60201	MERCHANT AGREEMENT
WORLD OF BEER- FIVE POINTS 1005 20TH STREET SOUTH BIRMINGHAM, AL 35205	MERCHANT AGREEMENT
WORLD WOODS GOLF CLUB 17590 PONCE DE LEON BLVS BROOKSVILLE, FL 34614	MERCHANT AGREEMENT
WPAHS INC ONLINE 4800 FRIENDSHIP AVE PITTSBURGH, PA 15224	MERCHANT AGREEMENT

Debtor Case No. (If known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**  
 (Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OR ANY GOVERNMENT CONTRACT
XO CIRCUITS 14239 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693	SERVICE CONTRACTS XO CIRCUITS - SITE VPN'S (AZ,DR,DE)- \$4.4K PRODUCTION ISP- \$2.7K CATEGORY: 10,4,4MB
Y TIRE SALES 350 N CITRUS AVE AZUSA, CA 91702	MERCHANT AGREEMENT
YORK BARBELL COMPANY, INC. 3300 BOARD ROOM YORK, PA 17406	MERCHANT AGREEMENT
YOUTELO 3805 CRESTWOOD PARKWAY SUITE 350 DULUTH, GA 30096	MERCHANT AGREEMENT



B6H (Official Form 6H) (12/07)

Phoenix Payment Systems, Inc.

14-11848

Debtor

Case No. (If known)

**SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B, a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
RAYMOND D. MOYER 40 NIVIN LANE LANDENBERG, PA 19350	THE BANCORP BANK 409 SILVERSIDE ROAD, SUITE 105 WILMINGTON, DE 19809

B6 Declaration (Official Form 6 - Declaration) (12/07)

In re Phoenix Payment Systems, Inc.  
Debtor

Case No. 14-11848

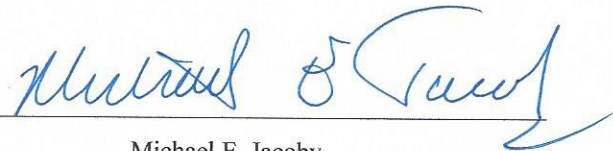
## DECLARATION CONCERNING DEBTOR'S SCHEDULES

### DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the Chief Restructuring Officer of the Phoenix Payment Systems, Inc., declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of \_\_\_\_\_ sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date: 09/02/14

Signature



Michael E. Jacoby  
Chief Restructuring Officer