

Appendix C

Mandatory Addendum to Lease Agreement

THIS ADDENDUM is made and entered into this _____ day _____, 20____, by and among AMCHECK NATIONAL FRANCHISE CORPORATION, a Arizona corporation (hereinafter referred to as the "Franchisor"; _____, a _____ (hereinafter referred to as the "Landlord"); and _____, a _____ (hereinafter referred to as the "Tenant").

WITNESSETH:

WHEREAS the Landlord and the Tenant have executed a lease agreement dated _____, 20____, (the "Lease") for the premises located at _____ (the "Leased Premises") for use by the Tenant as a business to be operated pursuant to Franchisor's proprietary marks and system in connection with a written Franchise Agreement dated _____, 20____, by and between Franchisor and the Tenant (the "Franchise Agreement");

WHEREAS a condition to the approval of the Tenant's specific location by the Franchisor is that the Lease for the Leased Premises designated for the operation of an AMCHECK business (hereinafter the "Franchise Business") contain the agreements set forth herein;

WHEREAS the Landlord acknowledges that the Franchisor requires the modifications to the Lease set forth herein as a condition to its approving the Leased Premises as a site for the Franchise Business, and that the Landlord agrees to modify and amend the Lease in accordance with the terms and conditions contained herein;

WHEREAS according to subparagraph 15.A of the Franchise Agreement, all right, title and interest in and to the Lease may be assigned to Franchisor upon the termination of the Franchise Agreement; and

WHEREAS it is the intent of the parties hereto to provide Franchisor with the opportunity (but not the obligation) to preserve the Leased Premises as a Franchise Business in the event of any default or termination of said Lease or Franchise Agreement and to assure the Landlord that in the event Franchisor exercises its rights herein contained, any defaults of the Tenant under the Lease will be cured by Franchisor before it takes possession of the Leased Premises.

NOW THEREFORE the parties hereto agree to amend and modify the Lease as follows:

1. Use Clause. The Leased Premises to be leased by the Tenant shall be used solely for the operation and management of a business offering payroll, human resources and employee benefits and administration services and any other related products and services approved by the Franchisor as part of its System.

Landlord acknowledges that such use shall not violate any then existing exclusives granted to any existing tenant of the Franchised Business. Landlord further acknowledges that during the term of this Lease or any extension thereof, Landlord will not lease space within the location of the Franchised Business to a business similar to the Tenant's.

Landlord represents and warrants that the leased space has no existing building violations and is properly zoned for its intended use.

2. Default by Tenant. The Landlord shall mail to Franchisor copies of any notice of default or termination it gives to the Tenant concurrently with giving such notices to the Tenant. If the Tenant fails to cure any default within the period provided in the Lease, if any, the Landlord shall give Franchisor immediate written notice of such failure to cure. The Landlord shall thereupon offer to Franchisor and Franchisor shall have the right to accept an assignment of the Lease or enter into a new lease containing the same terms and conditions of the Lease, whichever Franchisor elects. If Franchisor elects to continue the use of the Leased Premises under an assignment of the Lease or a new lease, it shall so notify the Landlord in writing within thirty (30) days after it has received written notice from the Landlord specifying the defaults the Tenant has failed to cure within the grace period specified in the Lease. Upon receipt of such notice from Franchisor, the Landlord shall promptly execute and deliver to Franchisor an assignment of the Lease or a new lease, whichever Franchisor requests, and shall deliver to Franchisor possession of the Leased Premises, free and clear of any rights of the Tenant or any third party. Franchisor, before taking possession of the Lease Premises, shall promptly cure the defaults specified by the Landlord in its notice to Franchisor and shall execute and deliver to the Landlord its acceptance of the assignment of the Lease or of the new lease, as the case may be.

In the event that the Franchisor elects to enter into a new lease with the Landlord, Landlord shall do so upon terms and conditions no less favorable than those contained in the Lease. Franchisor, at its discretion, reserves the right to assign its rights under the Lease to an affiliate or subsidiary which has been established for serving as a party to said Lease.

3. Termination of Franchise Agreement. In the event that the Franchise Agreement between Franchisor and Tenant is terminated for any reason during the term of the Lease or any extension thereof, the Tenant, upon the written request of Franchisor, shall assign to Franchisor all of its right, title and interest in and to the Lease. If Franchisor elects to accept the assignment of the Lease from the Tenant, it shall give the Tenant and the Landlord written notice of its election to acquire the leasehold interest. The Landlord hereby consents to the assignment of the Lease from the Tenant to the Franchisor, subject to the Tenant's and/or Franchisor's curing any defaults of the Tenant under the Lease before Franchisor takes possession of the Leased Premises. Alternatively, in the event of a termination of the Franchise Agreement, Franchisor may elect to enter into a new lease with the Landlord containing terms and conditions no less favorable than the Lease. Upon the Landlord's receipt of written notice from Franchisor advising the Landlord that Franchisor elects to enter into a new lease, the Landlord shall execute and deliver such new lease to Franchisor for its acceptance. The Landlord and the Tenant shall deliver possession of the Leased Premises to Franchisor, free and clear of all rights of the Tenant or third parties, subject to Franchisor's curing any defaults of the Tenant, under the Lease, and executing an acceptance of the assignment of Lease or the new lease, as the case may be.

The Franchisor shall indemnify, defend and hold the Landlord harmless from any attempt to terminate the Lease or dispossess the Tenant from the Leased Premises based upon a termination of the Franchise Agreement.

4. Tenant's Liability. Tenant shall remain liable for all of its obligations under the Lease notwithstanding the assignment thereof to Franchisor or the execution of a new lease between Franchisor and Landlord, and Franchisor shall be entitled to recover from Tenant all amounts it has paid to Landlord to cure Tenant's defaults under the Lease.

5. Execution of Documents. The parties hereto agree to execute any and all documents or agreements and to take all action as may be reasonably necessary or desirable to effectuate the terms, covenants and conditions herein contained.

6. Amendment of Lease. Landlord and Tenant agree not to amend the Lease in any respect, except with prior written consent of Franchisor.

7. Tenant's Agreement to Vacate Leased Premises. Tenant agrees to peaceably and promptly vacate the Leased Premises and to remove its personal property from the Leased Premises upon the termination of the Franchise Agreement or upon Tenant's failure to timely cure defaults under the Lease unless Franchisor exercises its right to cure Tenant's default, in which case all leasehold improvements and personal property needed to operate the business in the Leased Premises shall remain with Franchisor who shall purchase the unamortized value of such property at inventory cost less shipping based on a straight-line method. Any property not so removed shall be deemed abandoned.

8. Document to Govern. The terms and conditions contained herein modify and supplement the Lease. Whenever any inconsistency or conflict exists between this Addendum and the Lease, the terms of the Addendum shall prevail.

9. Franchisor Not a Guarantor. The Landlord acknowledges and agrees that notwithstanding any terms or conditions contained in this or any other agreement, the Franchisor shall in no way be construed as a guarantor or surety of the Tenant's obligations under the Lease. Notwithstanding the foregoing, in the event Franchisor becomes the Tenant by assignment of this Lease in accordance with the terms hereof or enters into a new lease with Landlord, then the entity designated by the Franchisor shall be liable for all of the obligations of Tenant on its part to be performed or observed under this Lease or a new lease.

10. Subordination. The Landlord will subordinate its interest in Tenant's equipment to any lender financing the same and Landlord will further cooperate in executing all required documents to recognize such subordination.

11. No Hazardous Materials. Landlord warrants and represents that no part of the Franchised Business location, including the walls, ceilings, structural steel, flooring, pipes or boilers is wrapped, insulated, fireproofed or surfaced with any asbestos-containing materials (hereinafter referred to as "ACM") or other hazardous materials as the same may be identified from time to time by applicable federal, state or local laws or regulations ("Hazardous Materials") and that no ACM materials or Hazardous Materials are present in the Leased Premises as of the Occupancy Date.

12. Assignment and Subletting. Notwithstanding anything set forth in this Lease to the contrary, Tenant shall have the right to assign this Lease or any interest therein, or sublet the Leased Premises or any portion thereof without the consent of the Landlord: (a) to any bona fide franchisee of the Franchisor; or (b) to Franchisor or any successor or affiliate thereof.

13. Notices. All notices hereunder shall be by certified mail to the addresses set forth above or to such other addresses as the parties hereto may, by written notice, designate.

14. Alarm system. The Leased Premises must have an automated alarm system, smoke alarm and fire alarm.

WITNESS:

WITNESS:

ATTEST:

Landlord

Tenant

AMCHECK NATIONAL FRANCHISE
CORPORATION.

By: _____

Appendix D

Personal Guaranty

NOTE: THE PRINCIPAL OWNER AND ANY MINORITY OWNERS OF A FRANCHISE THAT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR PARTNERSHIP OR OTHER LEGAL ENTITY MUST EXECUTE THIS PERSONAL GUARANTY. FURTHER, ANY PERSON OR ENTITY THAT AT ANY TIME AFTER THE DATE OF THIS AGREEMENT OWNS 5% OR MORE OF THE FRANCHISE ENTITY MUST EXECUTE THIS PERSONAL GUARANTY.

In consideration of the execution of the foregoing AMCHECK Franchise Agreement (“Franchise Agreement”) by AMCHECK National Franchise Corporation (“we” or “us”), and for other good and valuable consideration, the Principal Owner and each and all of the Minority Owners of the franchise (as defined in the Franchise Agreement), for themselves, their heirs, legal representatives, successors and assigns (referred to collectively as the “Guarantors”) do hereby jointly, individually and severally guarantee the full and timely performance by franchisee of each and every obligation of franchisee arising under the Franchise Agreement, including without limitation the payment of all amounts and the performance of all covenants, terms and conditions required under the Franchise Agreement.

Further, the Guarantors, individually, jointly and severally, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement as though each of the Guarantors had executed an operating agreement containing the identical terms and conditions of the Franchise Agreement, including without limitation the dispute resolution provisions, and any amendments, extensions, or other modifications to the Franchise Agreement.

Each of the Guarantors waives: (i) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (ii) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; or (iii) any right that the Guarantors may have to require us, as a condition of liability or otherwise, to proceed against any other person or to proceed against or exhaust any security held by us at any time or to pursue any right of action accruing to us under the Franchise Agreement. We have the right to either proceed against the Guarantors and franchisee, jointly and severally, or to proceed against any of the Guarantors without having commenced any action, or having obtained any arbitration award or judgment, against franchisee.

The Guarantors individually, jointly and severally agree to pay all attorneys’ fees and costs and other expenses incurred in connection with the enforcement of this Guarantee or with any negotiations related to such enforcement.

The Guarantors individually and collectively agree that each and every provision, covenant, and condition of this Guarantee shall inure to the benefit of our successors and assigns and that any liability or obligations arising under this Guarantee shall not be diminished or relieved by the insolvency, bankruptcy, or reorganization of franchisee or of franchisee’s successors and assigns.

Name: _____
(Please type or print)

Name: _____
(Please type or print)

Signature: _____

Signature: _____

Address: _____

Telephone: _____

Name: _____

(Please type or print)

Signature: _____

Address: _____

Telephone: _____

Address: _____

Telephone: _____

Name: _____

(Please type or print)

Signature: _____

Address: _____

Telephone: _____

Appendix E

Telephone Assignment Agreement

Date: _____

This assignment is effective as of the date of termination of the Franchise Agreement entered into between AMCHECK National Franchise Corporation (“us”) and _____ (“you”). You hereby irrevocably assign to us or our designee the telephone number or numbers and listings issued to you with respect to each and all of your AMCHECK businesses (“telephone numbers”). This assignment is for collateral purposes only and we have no liability or obligation of any kind whatsoever arising from this assignment, unless we desire to take possession and control over the telephone numbers.

We hereby are authorized and empowered upon termination of the Franchise Agreement and without any further notice to you to notify the telephone company, as well as any other company that publishes telephone directories (“telephone companies”), to transfer the telephone numbers to us or such other person or entity as we designate. You hereby grant to us an irrevocable power of attorney and appoint us as your attorney-in-fact to take any necessary actions to assign the telephone numbers, including but not limited to, executing any forms that the telephone companies may require to effectuate the assignment. This assignment is also for the benefit of the telephone companies, and the telephone companies may accept this assignment and our instructions as conclusive evidence of our rights in the telephone numbers and our authority to direct the amendment, termination or transfer of the telephone numbers, as if they had originally been issued to us. In addition, you agree to hold the telephone companies harmless from any and all claims against them arising out of any actions or instructions by us regarding the telephone numbers.

FRANCHISEE:

AMCHECK NATIONAL FRANCHISE
CORPORATION

By _____
Its _____

By _____
Its _____

Notary for Franchisee’s Signature

Subscribed and sworn to before me
this ____ day of _____, ____.

Notary Public

Appendix F

Minimum Annual Performance Standards

Your rights under the Franchise Agreement are conditioned upon your active and continuous development of the Franchise Business in the Designated Territory. As further set forth in subparagraph 3.C of the Franchise Agreement, one measure of your development of the Franchise Business is meeting the Minimum Annual Performance Standards set forth below. The Minimum Annual Performance Standards are based on market potential and market share for your Designated Territory and other relevant factors.

Furthermore, for purposes of the Minimum Annual Performance Standards, each period shall begin on _____ of each year and end on _____ of each year. Accordingly, you acknowledge and agree to be bound by the following Minimum Annual Performance Standards:

Performance Period	Aggregate Gross Sales to be Achieved for your Franchise Business during the Performance Period
YEAR 1	\$ 70,500
YEAR 2	\$200,000
YEAR 3	\$400,000
YEAR 4 and each subsequent year during initial term	\$500,000

If you fail to meet the Minimum Annual Performance Standard for any year, we will designate the "Shortfall" (the difference between your actual annual Gross Sales and the Minimum Annual Performance Standard for that year). You acknowledge and agree that your failure to meet the Minimum Annual Performance Standards is subject to the Shortfall Royalty provision of subparagraph 3.C of the Franchise Agreement, the potential re-designation of the Designated Territory as set forth in subparagraph 3.C, and the Default and Termination provisions of paragraph 14.

FRANCHISEE:

AMCHECK NATIONAL FRANCHISE
CORPORATION

By _____
Its _____

By _____
Its _____

Appendix G

Undertakings of General Manager

The undersigned, General Manager under that certain Franchise Agreement (the "Franchise Agreement") entered into as of the ___ day of _____, 20___, between AMCHECK America, Inc. (the "Franchisor") and _____ (the "Franchisee") in consideration of Franchisor entering into such Franchise Agreement with the Franchisee, and in further consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), hereby agrees as follows:

1. He or she shall devote his or her full time and attention to, and utilize his or her best efforts and abilities in the management and operation of the Franchised Business (as defined in the Franchise Agreement).
2. He or she shall be available, as needed, to communicate with the Franchisor, and to respond to communications from the Franchisor, as required by the Franchise Agreement.
3. He or she, personally and unconditionally, agrees to comply with the System and the Manual (as such terms are defined in the Franchise Agreement); to successfully complete the initial and ongoing training programs as the Franchisor may require; to observe and be bound by the restrictions, terms and conditions of sections 7.A, 7.H, 8, 11.D and 15 of the Franchise Agreement (as is the undersigned were named Franchisee under the Franchise Agreement); and to ensure that the Franchisee meets its obligations under the Franchise Agreement.
4. The undersigned further agrees that Franchisor may, without notice to, or consent of the undersigned, modify or amend any of the terms and conditions of the Franchise Agreement, without in any way affecting the responsibilities of the undersigned hereunder.
5. The covenants and agreements of the undersigned hereunder shall inure to the benefit of, and be binding upon, the undersigned and his or her heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, this Undertaking of General Manager agreement has been executed as of the _____ day of _____, 20__.

WITNESS:

GENERAL MANAGER

PLEASE NOTE: NOT TO BE SIGNED BY FRANCHISEE

Appendix H

Electronic Transfer of Funds Authorization

Franchisee: _____
Territory: _____
Date: _____

NEW	CHANGE

Attention: Bookkeeping Department

The undersigned hereby authorizes AMCHECK NATIONAL FRANCHISE CORPORATION AND its parent company or any affiliated entity (collectively, "AMCHECK"), to initiate monthly ACH debit entries against the account of the undersigned with you in payment of amounts for Royalty Fees, Advertising Fees or other amounts that become payable by the undersigned to AMCHECK. The dollar amount to be debited per payment will vary.

Subject to the provisions of this letter of authorization, you are hereby directed to honor any such ACH debit entry initiated by AMCHECK.

This authorization is binding and will remain in full force and effect until 90 days prior written notice has been given to you by the undersigned. The undersigned is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries pursuant to this letter of authorization.

Please honor ACH debit entries initiated in accordance with the terms of this letter of authorization, subject to there being sufficient funds in the undersigned's account to cover such ACH debit entries.

Sincerely yours,

*** We also need a VOIDED Check ***

Bank Name

Branch

Street Address

City State Zip Code

Bank Telephone Number

Bank's Account Number

Customer's Account Number

Account Name

Street Address

City State Zip Code

Telephone Number

By _____

Its _____

Date _____

Appendix I

Ownership and Management Addendum

1. **General Manager.** You represent and warrant to us that the following person, and only the following person, shall be the General Manager of the Franchise Business:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. **Principal Owner and Minority Owners.** You represent and warrant to us that the following person(s) and entities, and only the following person(s) and entities, shall be the Principal Owner and Minority Owners of the franchise:

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. **Change.** You shall immediately notify us in writing of any change in the information contained in this Addendum and, at our request, prepare and sign a new Addendum containing the correct information.

4. **Effective Date.** This Addendum is effective as of this ____ day of _____, 20__.

Your Initials
For Franchisee

Our Initials
For AMCHECK National Franchise Corporation

PROMISSORY NOTE

\$ _____

Phoenix, Arizona

_____, 200__

FOR VALUE RECEIVED, the undersigned, _____, a _____ ("Maker"), promises to pay to AMCHECK National Franchise Corporation ("Payee"), at 10201 South 51st Street, Suite 100, Phoenix, Arizona 85044, or such other place as Payee may designate from time to time in writing, the principal sum of _____ Dollars (\$ _____), plus interest from and after the date hereof on the unpaid principal balance at the rate of _____ percent (____%) per annum. Payments of principal and interest shall be made in _____ equal consecutive monthly installments of \$ _____, and the final installment in an amount sufficient to pay the remaining unpaid balance of this Note and any accrued interest. Such payments shall be due and payable commencing _____, 200__, and continuing on the _____ day of each month thereafter until paid in full. All such installments are to be applied by Payee when received, first to the payment of interest and then to the reduction of unpaid principal.

Prepayment. Maker shall have the right to prepay all or any part of the principal of this Note at any time and from time to time without restriction or penalty. Any partial prepayment shall be applied against the unpaid installments in the inverse order of their maturity.

Default. The following shall be deemed to be Events of Default hereunder:

1. Maker fails to pay when due any installment of principal or interest under this Note within five (5) days of the due date.
2. Maker shall take any action concerning its liquidation or dissolution or the cessation of substantially all of its business activities or shall sell, exchange or otherwise dispose of substantially all of its assets.
3. Maker shall become insolvent or be unable to pay its debts as they mature or shall admit in writing its inability to pay its debts as they mature or shall make a general assignment for the benefit of creditors or shall become or be adjudicated a bankrupt or shall voluntarily file a petition in bankruptcy or shall apply for or permit the appointment of a receiver or a trustee (who is not discharged within a period of thirty days after such appointment) for any substantial portion of its property or assets.
4. With respect to the Maker's business franchised to the undersigned in accordance with the terms and conditions of the Franchise Agreement dated _____, 200__, by and between the Maker and the Payee (hereinafter the "Business"), (a) the Maker sells, conveys, transfers, assigns or otherwise disposes of all or substantially all of the assets of the Business; or (b) without the express written consent of the Payee, the Maker ceases to retain at least ninety-five percent (95%) ownership control of the Business; or (c) the Maker ceases to continuously operate the Business for any reason.

Upon the occurrence of an Event of Default, the holder hereof shall have the right to declare the unpaid principal balance of and all interest accrued on this Note to be immediately due and payable, and the unpaid principal amount of and accrued interest on this Note shall thereupon be due and payable, without further demand, presentation, protest or further notice of any kind, all of which are hereby waived.

Collection Costs. Maker agrees to pay on demand all costs (including reasonable attorneys' fees, whether or not suit is brought) incurred by the holder hereof in enforcing the terms and conditions hereof and in collecting any amounts due hereunder.

Miscellaneous. No delay or omission on the part of the holder hereof in enforcing any right, power or privilege hereunder shall operate as a waiver hereof. The rights and powers granted or evidenced hereby shall extend to any permitted assign hereof and shall be binding upon the successors and assigns of Maker; provided, however, that Maker shall have the right to assert against any such permitted assign all claims, defenses and rights of set-off that Maker would otherwise have against Payee but for such assignment. Maker hereby waives presentment, demand, notice of dishonor, protest and notice of protest. This Note shall be governed by the laws of the State of Arizona.

By: _____

Its: _____

and

By: _____

Its: _____

GUARANTY

Guaranty. In consideration of any loan, advance or financial accommodation previously, now or hereafter granted by AMCHECK National Franchise Corporation (“you”) to or for the account of _____ (“Borrower”) under any agreement between you and Borrower previously, now or hereafter executed (“Agreement”) or otherwise, each of the undersigned (collectively “Guarantors” and individually “Guarantor”) personally and unconditionally guarantees:

(a) the prompt payment to you of all sums which may in any manner whatsoever be presently due and owing and of all sums which shall in the future in any manner whatsoever become due and owing to you from Borrower under the Agreement or otherwise; and

(b) the prompt performance by Borrower of all its obligations (the “Obligations”) under the Agreement and under all other present and future agreements with you.

Covenants and Acknowledgments. Each Guarantor covenants and agrees that: (1) liability under this Guaranty shall be joint and several; (2) that this is a guaranty of payment and not of collection and each Guarantor shall render any payment required under the Agreement or this guaranty upon demand; (3) this guaranty shall extend to all amounts Borrower may now or in the future owe to any of you whether pursuant to the Agreement or otherwise; (4) the undersigned liability under the guaranty shall not be contingent or conditioned upon pursuit by you of any remedies against Borrower; (5) each Guarantor’s liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence or waiver that you may from time to time grant to Borrower or to any Guarantor, including, without limitation, the acceptance of partial payment or performance, the compromise or release of any claims, the release of any other guarantor, or your consent to any transfer or assignment of the franchise or any interest therein and expressly reserve all rights that you may have against the Borrower and the Guarantors.

Waivers. Each Guarantor waives notice of demand, protest, nonpayment or default, and all other notices to which Borrower or Guarantor may be entitled, and all suretyship and guarantor’s defenses generally and any and all other notices and legal or equitable defenses to which Borrower may be entitled. Each Guarantor waives any right that he/she may have to require that an action be brought against Borrower or any other payments and claims for reimbursement or subrogation that Guarantor may have against Borrower arising as a result of the execution and performance of this Guaranty.

Assignment. This Guaranty is personal to each Guarantor, and the obligations and duties imposed in it may not be delegated or assigned; provided, this Guaranty shall be binding upon Guarantor’s successors, assigns, estates and personal representatives. This Guaranty shall inure to your benefit and the benefit of your affiliates, successors and assigns.

Indemnification. Each Guarantor also agrees: to indemnify you and hold you harmless from and against all obligations, demands and liabilities by whomsoever asserted and against all losses, in any way suffered, incurred or paid by you as a result or in any way arising out of, following or consequential to transactions with Borrower, whether under the Agreement or otherwise, that this Guaranty shall not be impaired by any modification, supplement, extension nor by any modification, release or other alteration of any of the obligations hereby guaranteed, nor by any agreement or arrangement whatever with the Borrower or anyone else; that each Guarantor shall be liable to you for all attorneys’ fees and costs incurred by you by reason of this Guaranty or in connection with enforcing any rights granted you hereunder; that the liability of each Guarantor is direct and unconditional and may be enforced without

requiring you first to resort to any other right, remedy or security; that you need not exhaust your rights or recourse against Borrower or any other person or any security you may have at any time before exercising your rights under this Guaranty against any Guarantor; that no Guarantor shall have any right of recourse to security for the debts and obligations of the Borrower to you, unless and until all of said debts and obligations have been paid in full; that if there is more than one Guarantor and the liability of the Guarantors shall be joint and several; and that if Borrower or any Guarantor shall at any time become insolvent or make a general assignment or if a petition in bankruptcy or any insolvency or reorganization proceeding shall be filed or commenced by, against or in respect of Borrower or any Guarantor, any and all obligations of each Guarantor shall, at your option, become immediately due and payable without notice.

Continuing Guaranty. This Guaranty is an irrevocable, absolute, unconditional and continuing guaranty of payment and performance of the Obligations. The obligations of the Guarantor hereunder shall not be released, in whole or in part, by any action or thing which might, but for this provision of this Guaranty, be deemed a legal or equitable discharge of a surety or guarantor, other than irrevocable payment of the funds owed under the Agreement and the performance in full of the Obligations.

Enforcement. If any one or more provisions in this Guaranty shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Guaranty shall be construed to bind each Guarantor to the maximum extent permitted by law.

THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ARIZONA. THE UNDERSIGNED DO HEREBY SUBMIT TO THE JURISDICTION OF ANY COURT (FEDERAL, STATE OR LOCAL) HAVING SITUS WITHIN THE STATE OF ARIZONA (EXPRESSLY WAIVING PERSONAL SERVICE OF PROCESS AND CONSENT TO SERVICE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE LAST KNOWN ADDRESS OF THE UNDERSIGNED, WHICH SERVICE SHALL BE DEEMED COMPLETED WITHIN TEN (10) DAYS AFTER THE DATE OF MAILING.

GUARANTORS:

Name: _____

Name: _____

Name: _____

Name: _____

Appendix K

**Acknowledgment Addendum
to AMCHECK Franchise Agreement**

As you know, you and we are entering into a Franchise Agreement for the operation of an AMCHECK franchise. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations.*

1. Did you receive a copy of our Offering Circular (and all exhibits and attachments) at least ten business days prior to signing the Franchise Agreement? Check one: Yes No. If no, please comment: _____

2. Have you studied and reviewed carefully our Offering Circular and Franchise Agreement? Check one: Yes No. If no, please comment: _____

3. Did you receive a copy of the Franchise Agreement at least five business days prior to the date on which the Franchise Agreement was executed? Check one: No Yes. If no, please comment: _____

4. Did you understand all the information contained in both the Offering Circular and Franchise Agreement? Check one Yes No. If no, please comment: _____

5. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Offering Circular? Check one: No Yes. If yes, please state in detail the oral, written or visual claim or representation: _____

6. Did any employee or other person speaking on behalf of AMCHECK National Franchise Corporation make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any AMCHECK location or business, or the likelihood of success at your franchised business? Check one: No Yes. If yes, please state in detail the oral, written or visual claim or representation: _____

7. Did any employee or other person speaking on behalf of AMCHECK National Franchise Corporation make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Offering Circular or that is contrary to, or different from, the information contained in the Offering Circular. Check one: Yes No. If yes, please comment: _____

8. Do you understand that that the franchise granted is for the right to operate an AMCHECK Franchise Business in the Designated Territory only and that we have the right, subject only to the limited

rights granted to you under Section 3 of the Franchise Agreement, to issue franchises or operate competing businesses for or at locations, as determined by us, near your Designated Territory? Check one: Yes No. If no, please comment: _____

9. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the Franchise Business, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding? Check one: Yes No. If no, please comment: _____

10. Do you understand that the success or failure of your Franchise Business will depend in large part upon your skills and experience, your business acumen, the location of your Designated Territory, the local market for products under the AMCHECK trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Franchise Business may change? Check one Yes No. If no, please comment: _____

11. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Section 11 and that an injunction is an appropriate remedy to protect the interests of the AMCHECK system if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly in Section 11, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one: Yes No. If no, please comment: _____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNER AND MINORITY OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

APPROVED ON BEHALF OF
AMCHECK NATIONAL FRANCHISE
CORPORATION

Signed _____

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Law or the Maryland Franchise Registration and Disclosure Law.

Appendix L

Equipment and Office Package

Computer Equipment:

- 1 Report Printer
- 1 Check Printer
- 2 workstations (PCs, not furniture)
- Router/Firewall system completely networked and configured

Office Materials:

Interior Package:

- 1 '7 polished aluminum AMCHECK sign for lobby or entrance
- 3 AMCHECK branded wall art black edged framed pieces approximately 24" x 36" each
- 2 small and 2 large logo'd vinyl white applications for glass or entry
- 3 logo'd acrylic brochure holders
- 1 sprint banner stand for lobby or entrance

Phone Enhancement Package:

- Onhold AMCHECK Commercial mp3 player with 1 regular commercial voiceover and 1 holiday commercial voiceover

Professional Image Package Starter Kit:

- 100 of each currently offered brochures and marketing pieces, including sales presentation folders, includes letterhead, and envelopes, and up to 2500 business card shells included.

Processing Kit:

- Check stock and processing 1 box each
- 1 box of client binders

APPENDIX M

AmCheck currently licenses Ceridian to provide Tax Filing services. The following schedule outlines the fees associated you will pay for these services. All of the charges are subject to change on 30 days notice.

Tax Service Fee to Include:

- | | | |
|--------------------------------|---------------------------|----------------------|
| ▽ Postings and Storage of Data | ▽ Deposits | ▽ Quarterly Returns |
| ▽ Annual Returns | ▽ Quarterly Tax Statement | ▽ Inquiry Resolution |

TAX FILING PRICING CHART	<i>Payroll Frequency</i>			
	Weekly	Bi-Weekly	Semi-Monthly	Monthly
Prospects with 1 to 99 employees				
Each Federal ID per processing	\$6.00	\$7.50	\$8.25	\$13.25
Add'l State / Local ID numbers per processing	\$2.50	\$2.50	\$2.50	\$2.50
Mid Quarter Installation Fee	\$50			
Prospects with 100 to 499 employees				
<i>Each Federal ID per processing</i>	\$10.00	\$14.00	\$15.00	\$16.50
Add'l State / Local ID numbers per processing	\$2.50	\$2.50	\$2.50	\$2.50
Prospects with 500 to 5000 employees				
<i>Each Federal ID per processing</i>	\$12.50	\$16.50	\$16.50	\$33.00
Add'l State / Local ID numbers per processing	\$3.50	\$6.75	\$6.75	\$6.75
Prospects with > 5000 employees				
<i>Each Federal ID per processing</i>	\$13.25	\$21.50	\$21.50	\$38.00
Add'l State / Local ID numbers per processing	\$5.00	\$10.00	\$10.00	\$10.00
IMPORTANT NOTE:				
<ul style="list-style-type: none"> • Prices exclude optional W-2 reconciliation and filing services. (\$25 Per Jurisdiction) • One state or local ID is included in the fee for each Federal ID number. • Fees are subject to change with 90 days written notice. • All customers are subject to a minimum monthly fee as shown above in the monthly chart. • Other services outside standard processing are subject to additional charges. 				

APPENDIX M
Tax Service
Miscellaneous Fees

The Miscellaneous Fees quoted below represent the current fees as of the Effective Date of the Franchise Agreement. Franchisee agrees to pay the Miscellaneous Fees that are in effect at the time such fees are actually incurred.

Fee Description	Fee Amount
Late receipt of Periodic Data: Periodic data not received by scheduled receipt date per terms of Agreement.	\$25 / Late Payroll
Late receipt of Quarterly / Annual Data: Quarterly or annual (W-2) data received at Ceridian after the published deadline(s).	\$250 / Federal ID
Late receipt of Mid Year / Mid Quarter Data: Data required to file quarterly and annual returns which was generated prior to commencement of the tax filing service with Ceridian and which has not been received in accordance with the Agreement.	\$85 flat fee
Late receipt of funds: Funds for periodic and/or quarterly liabilities are received after the contractual transfer date. Interest = 90 Day Rolling Treasury Bill	\$35 / Transfer < \$100K \$35 + Interest / Transfer > \$100K
Funds Collection Reminder: Ceridian calls to remind Client to initiate transfer of funds after contractual transfer date.	\$25 / Call
Wire Transfer: Funds transfer initiated by Client; not Ceridian.	\$35 / Transaction
Non-Sufficient Funds (NSF) / Returned Item (RI), first occurrence: Funds are unavailable in Client's account when Ceridian attempts to collect for tax deposits.	\$150 / Occurrence < \$50K \$250 / Occurrence > \$50K
NSF / RI, second occurrence: Same as above	\$250 / Occurrence < \$50K \$350 / Occurrence > \$50K
NSF / RI, third occurrence: Same as above, Agreement subject to termination.	\$350 / Occurrence < \$50K \$500 / Occurrence > \$50K
Inquiry Response (client error): Inquiry due to client error (e.g., Applied-For IDs, late quarterly transmission, incorrect tax rates, etc.)	\$45
Mid Quarter Termination: Client terminates service before the end of the current processing quarter.	\$100 / Federal ID
Termination Service Continuance: Costs of required follow-up after the discontinuance of service.	\$150 / Federal ID
Advice of Debit: Notification of detailed tax type and corresponding amount debited from Client's account.	\$5 / Liability
Advice of Tax Payment: Confirmation of Client's federal tax deposit.	\$6 / Confirmation
Amended Returns: Current and prior year(s) amended returns due to Client-generated data changes.	\$55 / Return

Applied-For IDs (subsequent quarters): Client fails to provide agency-assigned identification number for filing purposes after 60 days.	\$25 / AF ID / 30 Day Increment
Copies of Fee Statements, Tax Returns or Deposit Records: Client requested copy of additional fee statement, tax returns, or state/local tax deposit records.	\$15 / Document
Client research, account reconciliation, special projects: Additional services requested by Client that are not within the scope of this Agreement.	\$85 / hr to \$250 / hr
Multiple Work Site Reporting: Quarterly Report of State Work Site information.	\$20 / State return
Non-Transmitted Payroll Data: Client requested input of periodic payroll tax data.	\$50 / Federal ID / Liability Date
Set-up without proper notice: Client requested input of account set-up data with less than 10 days notice.	\$85 / transaction
Manual / Reverse Deposits: Client requested changes to a currently scheduled deposit.	\$250 / Federal ID / Liability Date
Federal Filing Fee: Annual filing of Form W-2/1099R/W-2C	\$50 / Federal ID
State and Local Filing Fees: Annual filing of Form W-2/1099R	\$25 / Jurisdiction ID
Accelerated W-2 and Form 940 Filing Fee: File Form W-2 / 940	\$80 / Federal ID
Annual W-2 Special Handling: Client requested changes to erroneous W-2 data.	\$40 / Occurrence
Wage Detail Data Entry: Data required to file quarterly and annual returns, which has not been received in accordance with the Agreement.	\$1 / Employee (\$25 minimum)

APPENDIX M

AmCheck currently licenses Ceridian to provide ACH services. The following schedule outlines the fees associated with utilizing these services as of the date of the Franchise Agreement.

REMARKETER FEE SCHEDULE

Ceridian Direct Deposit Service:

Base Fees