

**SUPPORT CHARGE
ADMINISTRATION PROGRAM
ADDENDUM TO
MASTER PURCHASE AGREEMENT**

This Support Charge Administration Program Addendum (the "Addendum") is dated as of _____, 200__ and is by and between _____ ("Seller") and **TimePayment Corp.** ("TPC"). Each capitalized term used herein without definition shall have the meaning given to it in that certain Master Purchase Agreement dated as of _____, 200__, by and between Seller and TPC (the "Agreement"). It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and is hereby made a part of the Agreement and that all of the terms, conditions and provisions of the Agreement, unless specifically modified herein, shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

WITNESSETH:

WHEREAS, Seller and TPC have determined that it is to their mutual benefit to make certain modifications and amendments to the Agreement.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, the parties hereby agree as follows:

1. The following is hereby inserted as Section 5.1(a) of the Agreement:

SECTION 5.1(a) Support Charge Administration Program. From time to time, in connection with the submission of a proposed Purchased Transaction, Seller may request that TPC act as a billing and collecting administrator for the collection of fixed amounts owed by a Lessee under a Related Agreement entered into between Seller and the Lessee ("**Support Administered Purchased Transaction**"). TPC reserves the right to accept or reject each request. For each requested Support Administered Purchased Transaction, Seller will submit to TPC a true, correct and complete copy of the Related Agreement between Seller and the Lessee and will provide TPC with the fixed amounts due from the Lessee ("**Periodic Support Charges**"). Seller acknowledges that TPC is not responsible for administering any variable charges owed under the Related Agreement. Seller assumes sole and complete responsibility for collecting any amounts consisting of variable charges including, but not limited to, applicable taxes. Upon, Seller will provide TPC with information evidencing Seller's fulfillment of its obligations under any Related Agreements.

(i) Subject to the terms and conditions set forth in this Addendum and the Agreement, TPC will administer and collect Periodic Support Charges. TPC will invoice the Lessee for such amounts and collect the same in the ordinary course of TPC's business. In exchange for its administrative services, TPC shall be entitled to charge, and Seller shall pay (or TPC may deduct from funds otherwise due to Seller) an amount equal to \$5.00 (five dollars), per invoice generated by TPC under the Support Charge Administration Program (the "**Support Administration Charges**"). Upon notice to Seller, TPC may change the Support Administration Charges for Support Administered Purchased Transactions entered into by TPC after such notice has been sent to Seller.

(ii) All payments received by TPC under a Support Administered Purchased Transaction will be applied according to TPC's then existing cash application hierarchy. Notwithstanding anything to the contrary contained in this Addendum, should TPC cease to invoice a Lessee under a Support Administered Purchased Transaction, whether as a result of a Lessee default or otherwise, TPC shall

have no obligation to continue to bill and/or collect Periodic Support Charges. In the event TPC initiates collection proceedings against a defaulted Lessee subject to a Support Administered Purchased Transaction, TPC reserves the right not to pursue any corresponding Periodic Support Charges.

(iii) TPC shall pay to Seller, by the 25th day of the then current month any amounts collected by TPC from any Lessee subject to a Support Administered Purchased Transaction in the prior month which TPC has identified as Periodic Support Charges. Seller agrees and understands that TPC does not warrant or guaranty the collection of any Periodic Support Charge amounts and that remittances to Seller under this Addendum are on an “**IF COLLECTED**” basis. If the insolvency, bankruptcy or reorganization of a Lessee subject to a Support Administered Purchased Transaction requires TPC to return any Periodic Support Charge amount which TPC had previously forwarded to Seller, Seller agrees to reimburse TPC for any amounts so returned.

(iv) Should a Lessee request any early buyout of its obligations under a Support Administered Purchased Transaction, TPC will use reasonable efforts to advise Seller of such request. TPC shall use reasonable efforts to collect all accrued amounts allocable to Periodic Support Charges for obligations under the corresponding Related Agreement performed by Seller; however TPC shall not be obligated to pursue non-accrued amounts allocable to Periodic Support Charges.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set forth above.

TIMEPAYMENT CORP.

[SELLER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____