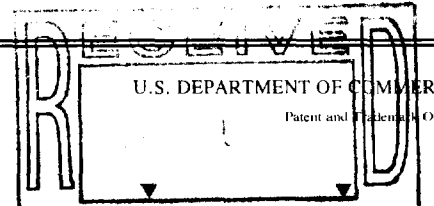


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To the Honorable Commissioner of Patents and Trademarks, Patent and Trademark Office, Washington, D.C. 20514
original documents or copy thereof.

1. Name of conveying party(ies): BANCTEC, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (DE)
 Other _____

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

2. Name and address of receiving party(ies):

Name: Chase Bank of Texas, N.A., as Administrative Agent
Internal Address: Agency Services
Street Address: One Chase Manhattan Plaza, Eighth Floor
City: New York State: NY ZIP: 10081

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 22, 1999

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **See Continuation of Item Four**

B. Trademark Registration No.(s) **See Continuation of Item Four**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori E. Lesser, Esq.
Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 31

7. Total fee (37 CFR 3.41): \$790.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

08/10/1999 DCNTES 00000115 1494041

DO NOT USE THIS SPACE

8/10/99 40.00 OP
750.00 OP

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

Lori E. Lesser, Esq.
Name of Person Signing

Signature

8/4/99
Date

Total number of pages comprising cover sheet: 64

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

4. Application number(s) or registration number(s):

REG. NO.
1,494,041
1,494,070
1,388,147
1,311,597
1,760,672
1,183,583
1,937,040
1,920,211
1,243,969
1,812,804
1,668,487
1,187,604
1,643,464
1,213,022
1,209,566
1,973,340
1,446,147
1,353,824
1,745,580
1,430,947
1,423,462
1,485,754
1,446,146
1,314,413
1,453,017
1,385,571

REG. NO.
993,861
1,676,641
1,720,028
75/565,378
75/611,304

COLLATERAL AGREEMENT

made by

BANCTEC, INC.,

in favor of

CHASE BANK OF TEXAS, N.A.,
as Administrative Agent

Dated as of July 22, 1999

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SCHEDULES

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COLLATERAL AGREEMENT

COLLATERAL AGREEMENT, dated as of July 22, 1999, made by BANCTEC, INC. (the "**Borrower**"), in favor of CHASE BANK OF TEXAS, N.A., as administrative agent (in such capacity, the "**Administrative Agent**") for the several banks and other financial institutions (the "**Lenders**") from time to time parties to the Credit Agreement, dated as of July 22, 1999 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among BANCTEC, INC., a Delaware corporation (the "**Borrower**"), the Lenders, CHASE BANK OF TEXAS, N.A., as syndication agent, ABN AMRO Bank, N.V., as co-agent, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Borrower shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Syndication Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Borrower hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

SECTION 1 DEFINED TERMS

1.1 **Definitions.** (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Certificated Security, Chattel Paper, Documents, Equipment, Farm Products, Instruments and Inventory.

(b) The following terms shall have the following meanings:

"**Agreement**": this Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"**Collateral**": as defined in Section 2.

"**Collateral Account**": any collateral account established by the Administrative Agent as provided in Section 5.1 or 5.4.

"**Consolidated Net Tangible Assets**": as defined in the Indenture.

“Copyrights”: (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 5), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

“Copyright Licenses”: any written agreement naming the Borrower as licensor or licensee (including, without limitation, those listed in Schedule 5), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

“Deposit Account”: as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

“Foreign Subsidiary”: any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

“Foreign Subsidiary Voting Stock”: the voting Capital Stock of any Foreign Subsidiary.

“General Intangibles”: all “general intangibles” as such term is defined in Section 9-106 of the New York UCC and, in any event, including, without limitation, with respect to the Borrower, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which the Borrower is a party or under which the Borrower has any right, title or interest or to which the Borrower or any property of the Borrower is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of the Borrower to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of the Borrower to damages arising thereunder and (iii) all rights of the Borrower to perform and to exercise all remedies thereunder, in each case to the extent the grant by the Borrower of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate the Borrower to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by the Borrower of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

“Indenture”: the Indenture, dated as of May 22, 1998, between BancTec, Inc. and The First National Bank of Chicago, as Trustee, as the same may be amended, supplemented or otherwise modified from time to time.

“Intellectual Property”: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Intercompany Note”: any promissory note evidencing loans made by the Borrower to any of its Subsidiaries.

“Investment Property”: the collective reference to (i) all “investment property” as such term is defined in Section 9-115 of the New York UCC (other than any Foreign Subsidiary Voting Stock excluded from the definition of “Pledged Stock”) and (ii) whether or not constituting “investment property” as so defined, all Pledged Notes and all Pledged Stock.

“Issuers”: the collective reference to each issuer of any Investment Property.

“Lender Hedge Agreements”: all interest rate swaps, caps or collar agreements or similar arrangements entered into by the Borrower with any Lender (or any Affiliate of any Lender) providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

“New York UCC”: the Uniform Commercial Code as from time to time in effect in the State of New York.

“Obligations”: the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender (or, in the case of any Lender Hedge Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit, any Lender Hedge Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

“Patents”: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 5, (ii) all applications

for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 5, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Patent License”: all agreements, whether written or oral, providing for the grant by or to the Borrower of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 5.

“Pledged Notes”: all promissory notes listed on Schedule 1, all Intercompany Notes at any time issued to the Borrower and all other promissory notes issued to or held by the Borrower (other than promissory notes issued in connection with extensions of trade credit by the Borrower in the ordinary course of business).

“Pledged Stock”: the shares of Capital Stock listed on Schedule 1, together with any other shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, the Borrower while this Agreement is in effect; provided that in no event shall more than 65% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder; provided, further, that the shares of Capital Stock of BancTec Management Inc. and of Recognition Mexico Holding, Inc. shall be excluded from Pledged Stock so long as (i) the assets owned by each such Subsidiary do not exceed \$100,000 and (ii) each such Subsidiary shall be dissolved on or prior to the first anniversary of the Closing Date.

“Proceeds”: all “proceeds” as such term is defined in Section 9-306(1) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

“Receivable”: any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

“Securities Act”: the Securities Act of 1933, as amended.

“Section 2(a) Debt”: as defined in Section 2(a).

“Trademarks”: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 5, and (ii) the right to obtain all renewals thereof.

“Trademark License”: any agreement, whether written or oral, providing for the grant by or to the Borrower of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 5.

“Vehicles”: all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

1.2 Other Definitional Provisions. (a) The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to the Borrower, shall refer to the Borrower's Collateral or the relevant part thereof.

SECTION 2. GRANT OF SECURITY INTEREST

(a) The Borrower hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, all of the following property now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the **“General Collateral”**), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Debt (as defined in the Indenture) owing by the Borrower to the Lenders under the Credit Agreement in an aggregate principal amount equal to the greater of \$40,000,000 and 15% of Consolidated Net Tangible Assets (the **“Section 2(a) Debt”**):

- (i) all Chattel Paper;
- (ii) all Contracts;
- (iii) all Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all General Intangibles;
- (vii) all Instruments;

- (viii) all Intellectual Property;
- (ix) all Investment Property;
- (x) all other property not otherwise described above (and not described in Section 2(b));
- (xi) all books and records pertaining to the General Collateral; and

(xii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

The Section 2(a) Debt shall be the same Debt as the Debt secured by the Mortgages.

(b) The Borrower hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, all of the following property now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Specified Collateral," and, together with the General Collateral, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower's Obligations:

- (i) all Receivables, including all Accounts;
- (ii) all Inventory; and

(iii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

(c) For purposes of this Section 2, Collateral shall not include Vehicles of the Borrower covered by certificate of title and/or ownership.

SECTION 3. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

3.1 Title: No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, the Borrower owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been

filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement.

3.2 **Perfected First Priority Liens.** The security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified on **Schedule 2** (which, in the case of all filings and other documents referred to on said Schedule, have been delivered to the Administrative Agent in completed and duly executed form) will constitute valid perfected security interests (under the laws of the relevant respective jurisdictions in the United States) in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for the Borrower's Obligations, enforceable in accordance with the terms hereof against all creditors of the Borrower and any Persons purporting to purchase any Collateral from the Borrower and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Liens permitted by the Credit Agreement which have priority over the Liens on the Collateral.

3.3 **Chief Executive Office.** On the date hereof, the Borrower's jurisdiction of organization and the locations of the Borrower's chief executive office or places of business are specified on **Schedule 3**.

3.4 **Inventory and Equipment.** On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on **Schedule 4**.

3.5 **Farm Products.** None of the Collateral constitutes, or is the Proceeds of, Farm Products.

3.6 **Investment Property.** (a) The shares of Pledged Stock pledged by the Borrower hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by the Borrower or, in the case of Foreign Subsidiary Voting Stock, if less, 65% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) The Borrower is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

3.7 **Receivables.** (a) No amount payable to the Borrower under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(b) None of the obligors on any Receivables is a Governmental Authority.

(c) The amounts represented by the Borrower to the Lenders from time to time as owing to the Borrower in respect of the Receivables will at such times be accurate.

3.8 Intellectual Property. (a) Schedule 5 lists all material Intellectual Property owned or licensed to use by the Borrower in its own name and all Patents owned by the Borrower on the date hereof.

(b) On the date hereof, all Intellectual Property necessary for the conduct of the Borrower's business is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 5, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which the Borrower is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or the Borrower's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of the Borrower, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property or the Borrower's ownership interest therein, and (ii) which, if adversely determined, would have a material adverse effect on the value of any Intellectual Property.

SECTION 4. COVENANTS

The Borrower covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

4.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be promptly delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

4.2 Maintenance of Insurance. (a) The Borrower will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory, Equipment and Vehicles against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent and (ii) insuring the Borrower, the Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory, Equipment and Vehicles,

such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Administrative Agent and the Lenders.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent as insured party or loss payee, (iii) if reasonably requested by the Administrative Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Administrative Agent.

(c) The Borrower shall deliver to the Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance substantially concurrently with each delivery of the Borrower's audited annual financial statements and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

4.3 Payment of Obligations. The Borrower will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such tax, assessment, governmental charge or levy and no such claim need be paid, discharged or otherwise satisfied if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of the Borrower and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

4.4 Maintenance of Perfected Security Interest; Further Documentation. (a) Unless and until released as permitted herein, the Borrower shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 3.2 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) The Borrower will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the assets and property of the Borrower and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of the Borrower, the Borrower will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto.

4.5 Changes in Locations, Name, etc. The Borrower will not, except upon not less than 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 4 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment (other than mobile goods) to be kept at a location other than those listed on Schedule 4;

(ii) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 3.3; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

4.6 Notices. The Borrower will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral which would adversely affect the ability of the Administrative Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

4.7 Investment Property. (a) If the Borrower shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, the Borrower shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by the Borrower to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by the Borrower and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral

security for the Obligations. If any sums of money or property so paid or distributed in respect of the Investment Property shall be received by the Borrower, the Borrower shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of the Borrower, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, the Borrower will not (i) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (ii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iii) enter into any agreement or undertaking restricting the right or ability of the Borrower or the Administrative Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

4.8 Receivables. (a) Other than in the ordinary course of business consistent with its past practice, the Borrower will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) The Borrower will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

4.9 Intellectual Property. (a) The Borrower (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) The Borrower (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) The Borrower (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of any material Copyrights may become invalidated or otherwise impaired. The Borrower will not (either itself or through licensees) do any act whereby any material portion of any material Copyrights may fall into the public domain.

(d) The Borrower (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) The Borrower will notify the Administrative Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding the Borrower's ownership of, or the validity of, any material Intellectual Property or the Borrower's right to register the same or to own and maintain the same.

(f) Whenever the Borrower, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, the Borrower shall report such filing to the Administrative Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, the Borrower shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of the Borrower relating thereto or represented thereby.

(g) The Borrower will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, the Borrower shall (i) take such actions as the Borrower shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

4.10 Inspection of Property; Books and Records; Discussions. The Borrower will (a) keep proper books of records and account in which entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities and (b) permit representatives of any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of the Borrower with officers and employees of the Borrower and with its independent certified

public accountants. In the event multiple Lenders separately request such a visit, inspection or discussion in substantially the same time period, such Lenders shall comply with reasonable requests by the Borrower to coordinate the same.

SECTION 5. REMEDIAL PROVISIONS

5.1 Certain Matters Relating to Receivables. (a) The Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and the Borrower shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications. At any time and from time to time, upon the Administrative Agent's request and at the expense of the Borrower shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The Administrative Agent hereby authorizes the Borrower to collect the Borrower's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by the Borrower, (i) shall be forthwith (and, in any event, within two Business Days) deposited by the Borrower in the exact form received, duly indorsed by the Borrower to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 5, and (ii) until so turned over, shall be held by the Borrower in trust for the Administrative Agent and the Lenders, segregated from other funds of the Borrower. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request, the Borrower shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

5.2 Communications with Obligors; Borrower Remains Liable. (a) The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables and parties to the Contracts to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables or Contracts.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, the Borrower shall notify obligors on the Receivables and parties to the Contracts that the Receivables and the Contracts have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, the Borrower shall remain liable under each of the Receivables and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of the Borrower under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the Borrower of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 5.3(b), the Borrower shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Investment Property; ~~provided, however~~, that no vote shall be cast or corporate right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the Borrower, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in such order as the Administrative Agent may determine, and (ii) any or all of the Investment Property shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by the Borrower or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to the Borrower to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) The Borrower hereby authorizes and instructs each Issuer of any Investment Property pledged by the Borrower hereunder to (i) comply with any instruction received by it from the

Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from the Borrower, and the Borrower agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Administrative Agent.

5.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 5.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by the Borrower consisting of cash, checks and other near-cash items shall be held by the Borrower in trust for the Administrative Agent and the Lenders, segregated from other funds of the Borrower, and shall, forthwith upon receipt by the Borrower, be turned over to the Administrative Agent in the exact form received by the Borrower (duly indorsed by the Borrower to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by the Borrower in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 5.

5.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, in payment of the Obligations in the following order:

First, to pay incurred and unpaid fees and expenses of the Administrative Agent under the Loan Documents;

Second, to the Administrative Agent, for application by it towards payment of amounts then due and owing and remaining unpaid in respect of the Obligations, **pro rata** among the Lenders according to the amounts of the Obligations then due and owing and remaining unpaid to the Lenders;

Third, to the Administrative Agent, for application by it towards prepayment of the Obligations, **pro rata** among the Lenders according to the amounts of the Obligations then held by the Lenders; and

Fourth, any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

5.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any

other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Borrower or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Borrower, which right or equity is hereby waived and released. The Borrower further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at the Borrower's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 5.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the surplus, if any, to the Borrower. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

5.7 Registration Rights. The Borrower recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. The Borrower acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

5.8 Waiver: Deficiency. The Borrower waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. The Borrower shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient

to pay its Obligations and the reasonable fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

SECTION 6. THE ADMINISTRATIVE AGENT

6.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) The Borrower hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Borrower hereby gives the Administrative Agent the power and right, on behalf of the Borrower, without notice to or assent by the Borrower, to do any or all of the following:

(i) in the name of the Borrower or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of the Borrower relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 5.6 or 5.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other

right in respect of any Collateral; (5) defend any suit, action or proceeding brought against the Borrower with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and the Borrower's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as the Borrower might do.

Anything in this Section 6.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 6.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If the Borrower fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 6.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due ABR Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the Borrower, shall be payable by the Borrower to the Administrative Agent on demand.

(d) The Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

6.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Borrower or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and

neither they nor any of their officers, directors, employees or agents shall be responsible to the Borrower for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

6.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, the Borrower authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of the Borrower in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

6.4 Authority of Administrative Agent. The Borrower acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Borrower, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and the Borrower shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 7. MISCELLANEOUS

7.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

7.2 Notices. All notices, requests and demands to or upon the Administrative Agent or the Borrower hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement.

7.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 7.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

7.4 Enforcement Expenses; Indemnification. (a) The Borrower agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in enforcing or preserving any rights under this Agreement and the other Loan Documents to which the Borrower is a party, including, without limitation, the reasonable fees and disbursements of counsel to each Lender and of counsel to the Administrative Agent.

(b) The Borrower agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) The Borrower agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section 7.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

7.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Borrower and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that the Borrower may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

7.6 Set-Off. The Borrower hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time while an Event of Default shall have occurred and be continuing, without notice to the Borrower, any such notice being expressly waived by the Borrower, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of the Borrower, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of the Borrower to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against the Borrower, in any currency, whether arising hereunder, under the Credit Agreement or any other Loan Document, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify the Borrower promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section 7.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

7.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

7.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

7.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7.12 Submission To Jurisdiction; Waivers. The Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address referred to in Section 7.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

7.13 **Acknowledgments.** The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Borrower, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower and the Lenders.

7.14 **Releases.** (a) At such time as the Loans, the Reimbursement Obligations and the other Obligations shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (unless cash in an amount equal to the aggregate amount of the L/C Obligations outstanding has been deposited in a cash collateral account established by the Administrative Agent), the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Borrower hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Borrower. At the request and sole expense of the Borrower following any such termination, the Administrative Agent shall deliver to the Borrower any Collateral held by the Administrative Agent hereunder, and execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by the Borrower in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of the Borrower, shall execute and deliver to the Borrower all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral.

7.15 WAIVER OF JURY TRIAL. THE BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, each of the undersigned has caused this Collateral Agreement to be duly executed and delivered as of the date first above written.

request and sole expense of the Borrower, shall execute and deliver to the Borrower all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral.

7.15 WAIVER OF JURY TRIAL. THE BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, each of the undersigned has caused this Collateral Agreement to be duly executed and delivered as of the date first above written.

BANCTEC, INC.

By: _____

Title: _____



DESCRIPTION OF INVESTMENT PROPERTY

Pledged Stock:

<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>
BancTec Limited, England	100,000		65% of issued and outstanding shares
BancTec (Canada) Inc.	213,586		
BancTec Japan K.K.	203	A-02,B-01,C-01,D-01	

Pledged Notes:

<u>Issuer</u>	<u>Payee</u>	<u>Principal Amount</u>
None		

FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filing Jurisdictions

Alabama, *CENTRAL*	Massachusetts, BOSTON
Arizona, *CENTRAL*	Massachusetts, NEW BEDFORD
Arkansas, GREENE	Massachusetts, MEDFORD
Arkansas, MADISON	Massachusetts, MANSFIELD
Arkansas, SEBASTIAN	Massachusetts, NORTH QUINCY
Arkansas, STONE	Massachusetts, EVERETT
Arkansas, BENTON	Massachusetts, MALDEN
Arkansas, JEFFERSON	Michigan, CENTRAL*
Arkansas, PIKE	Minnesota, *CENTRAL*
Arkansas, PULASKI	Mississippi, JACKSON
Arkansas, *CENTRAL*	Mississippi, LAUDERDALE
Arkansas, *CENTRAL*	Mississippi, SIMPSON
California, *CENTRAL*	Mississippi, PANOLA
Colorado, *CENTRAL*	Mississippi, *CENTRAL*
Connecticut, *CENTRAL*	Mississippi, MARION
Delaware, *CENTRAL*	Mississippi, LEE
Florida, *CENTRAL*	Mississippi, MONROE
Georgia, FULTON	Mississippi, LAUDERDALE
Hawaii, CENTRAL*	Mississippi, LAMAR
Idaho, *CENTRAL*	Mississippi, HINDS
Illinois, CENTRAL*	Mississippi, HARRISON
Indiana, CENTRAL*	Mississippi, COPIAH
Iowa, *CENTRAL*	Missouri, ST LOUIS CITY
Kansas, CENTRAL*	Missouri, SCOTT
Kentucky, CENTRAL*	Missouri, PLATTE
Louisiana, ORLEANS	Missouri, ST. LOUIS
Maine, *CENTRAL*	Missouri, ST. CHARLES
Maryland, CENTRAL*	Missouri, JACKSON
Massachusetts, SOUTH ATTLEBORO	Missouri, *CENTRAL*
Massachusetts, BILLERICA	Missouri, LAWRENCE
Massachusetts, HINGHAM	Missouri, CASS
Massachusetts, SOMERSET	Missouri, JASPER
Massachusetts, WORCESTER	Missouri, CLAY
Massachusetts, HOLYOKE	Missouri, GREENE
Massachusetts, CAMBRIDGE	Missouri, COLE
Massachusetts, PITTSFIELD	Missouri, WAYNE
Massachusetts, NORWELL	Missouri, BOONE
Massachusetts, CENTRAL*	
Massachusetts, NORTH READING	Montana, *CENTRAL*

Nebraska, *CENTRAL*
Nevada, *CENTRAL*
New York, STEUBEN
New York, WARREN
New York, SUFFOLK
New York, SCHOHARIE
New York, QUEENS
New York, OTSEGO
New York, ONONDAGA
New York, TOMPKINS
New York, ONEIDA
New York, NASSAU
New York, ERIE
New York, DUTCHESS
New York, DELAWARE
New York, CORTLAND
New York, ALBANY
New Hampshire, PORTSMOUTH
New Hampshire, PLYMOUTH
New Hampshire, MANCHESTER
New Hampshire, HANOVER
New York, MONROE
New Mexico, *CENTRAL*
New York, CHEMUNG
New York, RENSSELAER
New York, TIOGA
New York, WYOMING
New Hampshire, *CENTRAL*
New Jersey, *CENTRAL*
New York, *CENTRAL*
New York, WESTCHESTER
North Carolina, FORSYTH
North Dakota, *CENTRAL*
North Carolina, NEW HANOVER
North Carolina, WAKE
North Carolina, *CENTRAL*
North Carolina, MECKLENBURG
North Carolina, DURHAM
Ohio, MEIGS
Ohio, *CENTRAL*
Ohio, HANCOCK
Ohio, WARREN
Ohio, STARK
Ohio, SANDUSKY
Ohio, MARION

Ohio, CUYAHOGA

Ohio, HAMILTON
Ohio, GREENE
Ohio, FRANKLIN
Ohio, FAIRFIELD
Oklahoma, OKLAHOMA
Oregon, *CENTRAL*
Pennsylvania, *CENTRAL*
Pennsylvania, LEHIGH
Pennsylvania, LUZERNE
Pennsylvania, LACKAWANNA
Pennsylvania, YORK
Pennsylvania, CAMBRIA
Pennsylvania, WESTMORELAND
Pennsylvania, WAYNE
Pennsylvania, WARREN
Pennsylvania, PHILADELPHIA
Pennsylvania, NORTHAMPTON
Pennsylvania, MONTGOMERY
Pennsylvania, BUCKS
Pennsylvania, DAUPHIN
Pennsylvania, ALLEGHENY
Pennsylvania, ARMSTRONG
Pennsylvania, BERKS
Pennsylvania, BUTLER
Pennsylvania, FRANKLIN
Pennsylvania, CARBON
Pennsylvania, CHESTER
Pennsylvania, CLEARFIELD
Rhode Island, *CENTRAL*
South Dakota, *CENTRAL*
South Carolina, *CENTRAL*
Tennessee, *CENTRAL*
Texas, *CENTRAL*
Utah, *CENTRAL*
Utah, *CENTRAL*
Vermont, *CENTRAL*
Virginia, FAIRFAX
Virginia, HENRICO
Virginia, LEE
Virginia, HANOVER
Virginia, ALEXANDRIA CITY
Virginia, *CENTRAL*
Virginia, ARLINGTON
Virginia, VIRGINIA BEACH CITY
Virginia, FAUQUIER

Virginia, GOOCHLAND

Virginia, ROANOKE CITY
Virginia, SALEM
Virginia, LEE
Virginia, MONTGOMERY
Virginia, RICHMOND CITY

Virginia, ROANOKE
Washington DC, *CENTRAL*
Washington, *CENTRAL*
West Virginia, *CENTRAL*
Wisconsin, *CENTRAL*
Wyoming, *CENTRAL*

Patent and Trademark Filings

Filings with relevant U.S. patent and trademark authorities

Actions with respect to Pledged Stock

Delivery to Administrative Agent

Other Actions

(none)

[Describe other actions to be taken]

LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE

<u>Borrower</u>	<u>Location</u>
BancTec, Inc.	4851 LBJ Freeway Dallas, TX 75244

LOCATION OF INVENTORY AND EQUIPMENT

Borrower

Location

(see attached)

SERVICE/KATHERINE	GC NETWORK SYSTEMS	1551 LORE RD			ANCHORAGE	AK	90507	(907)622-1776
BROOKS VM15588	BANCTEC	10 INVERNESS PKWY	SUITE 400		BIRMINGHAM	AL	35242	(770) 928-349
BROOKS VM15588	SOUTHTRUST	200 WILDWOOD PKWY	SORTER ROOM		BIRMINGHAM	AL	35209	(770) 928-349
MITCHELL ROBINSON	BANCTEC	3536 LORNA RIDGE DRIVE			BIRMINGHAM	AL	35216	(205) 979-191
YOUNG VM15107	BLUE CROSS BLUE SHIELD	450 RIVERCHASE PKWY E			BIRMINGHAM	AL	35298	(770) 928-349
BROOKS VM15588	ALABAMA POWER AND LIGHT	600 N. 18TH ST	DEPT 6S 0-128		BIRMINGHAM	AL	35291	(770) 928-349
PEARCE VM15084	TRADERS AND FARMERS BANK	HIGHWAY 195 E AND W RD			HALEYVILLE	AL	35565	(770) 928-349
JOSEPH MANN	FIRST CITIZENS BANK	105 WOODFORD AVE			LIVERNE	AL	36049	(205) 979-191
NIX VM15092	1ST NATIONAL BANK OF OPEL	414 S. 7TH ST			OPELIKA	AL	36803	(770) 894-377
NIX VM15092	PHENIX GIRARD BANK	901 - 13TH ST			PHENIX	AL	36867	(770) 894-377
YOUNG VM15107	BANCTEC	1141 FERN RD			WETUMPKA	AL	36092	(770) 928-349
ALLEN	FIRST NATIONAL BANK	900 GARRISON 3RD FL MAIN BANK			FT. SMITH	AR	72902	(501)782-2041
REP/ANOLAN D.	BANK OF GRAVETTE	211 E MAIN			GRAVETTE	AR	72736	(501)524-8101
BANCTEC CE	FIRST STATE BANK	HWY 412 WEST			HUNTSVILLE	AR	72740	(505) 738-214
JEFF HEFFINGTON	SIMMONS FIRST NATIONAL BA	211 THIRD STREET			LITTLE ROCK	AR	72201	
BEASON	FIRST UNITED BANCSHARES	400 HARDIN RD - SUITE 120			LITTLE ROCK	AR	72211	(501)221-3939
BANCTEC REP	ARKANSAS DATA ENTRY	63 KINGSPARK RD			LITTLE ROCK	AR	72207	(501)225-4953
BOYLES	BANCTEC C/O AIRBORNE EXPR	EAST 10TH ST AIR CARGO	PICKUP		LITTLE ROCK	AR	72202	(501)791-9220
WRIGHT	MOUNTAIN VIEW BANK	121 E MAIN ST			MOUNTAIN VIEW	AR	72560	(870)269-4190
GERALD MCCONNELL	DIAMOND STATE BANK	319 EAST MAIN STREET			MURFREESBORO	AR	71968	(501)265-2172
COVINGTON	FIRST NATIONAL BANK	212 W COURT STREET			PARAGOULD	AR	72450	(502)961-0727
WRIGHT	SIMMONS BANK	501 MAIN ST			PINE BLUFF	AR	71601	
DORTHY HARMON	ARKANSAS STATE BANK	318 E MAIN SUITE 500 PO BOX 400			SILOAM SPRINGS	AR	72761	(601)524-8101
MOFFETT	NPC PHOENIX ATTN: JIM HAG	16402 N 28TH AVE			PHOENIX	AZ	85023	(602)863-0979
NORMAN VM14366	BANCTECHUD	2 ARIZONA CENTER SUITE # 1600			PHOENIX	AZ	85004	(602)278-5192
MORGAN	BANKONE	2445 W DUNLAP			PHOENIX	AZ	85021	(602)943-8941
MOFFETT	DELPHAX ATT: JIM HAGER	3302 N 35TH AVE SUITE 5			PHOENIX	AZ	85017	(602)278-5192
MOFFETT	BANC ONE (PHX)	PS83			PHOENIX	AZ	85017	(602)278-4086
BANCTEC FE	BSC C/O STATE FARM ISC-WE	424 S 58TH ST PAYMENT CENTER			PHOENIX	AZ	85034	(602)280-7419
LOPEZ/BANCTEC CE	WELLS FARGO BANK	4832 E MCDOWELL RD			PHOENIX	AZ	85008	(602)302-7855
DEVINS/BANCTEC CE	BSC/ARIZONA PUBLIC SERV	502 S 2ND AVE DROP 2161			PHOENIX	AZ	85017	(602)250-1187
DEL HAWKINS	CHARTER COMMUNICATIONS	8024 NORTH 24TH AVE			PHOENIX	AZ	85021	VM15288
SAMPLE	BANCTEC/BANK OF AMERICA	DEPT # 2711 1825 E BUCKEYE RD			PHOENIX	AZ	85034	(602)254-8907
MOFFETT	SEARS/4100 3-16	PROCESSING			TE	AZ	21918	(602)604-6328
BANCTEC REP.	SALT RIVER PROJECT	1600 N PRIEST DR			TEMPE	AZ	85281	
LOPEZ	BSC/MAY COMPANY	1615 S 52ND ST			TEMPE	AZ	85281	(602)858-9510
LUNDY REP	BANK OF AMERICA DEPT 55	2727 S 48TH ST			TEMPE	AZ	85282	(602)431-4963
KLENM	BANCTEC	1148 E AERO PARK BLVD			TUCSON	AZ	85708	(520)794-0582
JOHNSONWESS	TUCSON ELECTRIC POWER CO.	220 W 6TH ST PO BOX 27327			TUCSON	AZ	85728	(520)884-3809
SHERRARD	BANCTEC C/O CALCOMP	RECEIVING			ANAHEIM	CA	92803	(714)821-2231
STEVE ANNIS	SAN JOAQUIN BANK	1000 TRUXTON AVE.			BAKERSFIELD	CA	93301	8057281-0380
BSC/CE DAVE TORO	DAVE TORO BSC/DC/CE	1467 TERESA AVE			COLTON	CA	92324	(909)824-1357
CUSTOMER	CHEVRON USA	2001 DIAMOND BLVD RM 1100 BLDG 1			CONCORD	CA	94520	(510)687-0640
LEAVE AT DOOR	DAVE BECK	1212 2ND ST			CORONADO	CA	92118	(619)435-3043
CERRICHARD PENN	SONY PICTURES/BANCTEC	10202 W WASHINGTON BLVD	TRAILERS RM		CULVER CITY	CA	319	(310)244-7193
TERRY TWEED	LOCKHEED/TERRY TWEED/BSC	59 FLIGHT LINE RD BLDG # 1635			EDWARDS A.F.B	CA	93524	(605)277-9351
TRAN	BSC/DC- MAHN TRAN	11322 ELMCREST ST			EL MONTE	CA	91732	(618)442-4927
	WELLS FARGO BANK	3440 FLAIR DR			EL MONTE	CA	91731	(618)573-6061

TOTUNJ/BANCTEC	HUGHES SPACE & COMM CO. R	RECEIVING DOC	EL SEGUNDO	CA	90245	(310)862-5577
BANCTEC CE	EDS	2121 PARK PLACE	EL SEGUNDO	CA	90245	(619)694-4082
ENGINEER	WELL FARGO BANK A U 2745	3440 WALNUT AVE	FREMONT	CA	94538	(510)745-5146
BANCTEC CE	REGULUS WEST	42840 CHRISTY ST, SUITE 100	FREMONT	CA	94538	(510)492-875
BSC CEMIKS SIMS	BANCTEC/INTERNAL REV SER	5045 E BUTLER - MAIL STOP 77	FRESNO	CA	93776	(209)454-6910
BANCTEC CE	BANCTEC C/O HUGHES	1801 W MALVERN 607 RECEIVING	FULLERTON	CA	92833	(714)732-2033
MOORE HFPU	BANCTEC/AIRBORNE HOLD	1501 COOK PL	GOLETA	CA	93117	(805)582-7365
DENNIS MARTZ	C/O DENNIS MARTZ	5155 ROSECRANS SUITE 206	HAWTHORNE	CA	90250	(310)423-3002
CARLOS LIMON	BANCTEC	23785 CABOT BLVD SUITE 316	HAYWARD	CA	94545	(510)785-2068
SUTTON	BANCTEC SERVICE CORP	12803 SCHBARUM AVE	IRVINDALE	CA	91706	
ROBERT REIDER	TOKAI BANK	5795 MARTIN RD	IRVINDALE	CA	91706	626/812-3302
CHANG 15344	AARP	3200 E CARSON	LAKESWOOD	CA	90712	(562)468-5366
BANCTEC REP.	ANTELOPE VALLEY BANK	340 E AVE I SUITE 115	LANCASTER	CA	93535	
VIVIAN	CITY OF LONG BEACH	333 W OCEAN BLVD	LONG BEACH	CA	90802	(213)590-7043
GAITAN/BANCTEC CE	BANK OF AMERICA	1000 W TEMPLE AVE UNIT 7787	LOS ANGELES	CA	90012	(213)240-6590
YAO	BANK OF AMERICA	11435 FLOWER ST	LOS ANGELES	CA	90015	(213)228-2276
BANCTEC CE	THE J. PAUL GETTY TRUST-I	1200 GETTY CENTER DR SUITE T-324	LOS ANGELES	CA	90049	(310)440-6285
RANDY DAVIS	REGULUS WEST	1200 W 7TH ST MAIL SORT 62-20	LOS ANGELES	CA	90017	(213)833-3821
TONI RICHMAN	ING FINANCIAL	4200	LOS ANGELES	CA	90071	(213)346-3917
SCHALLER/BSC CE	CS FIRST BOSTON CORP.	333 S GRAND ST 22ND FL	LOS ANGELES	CA	90071	(213)253-2166
CASTONGUAY	DAHCHI KANGYO BANK OF C	555 W 5TH STREET	LOS ANGELES	CA	90013	VM 15343
HOA NGUYEN	ATT CENTER (HUD)	611 W 8TH ST SUITE 1115	LOS ANGELES	CA	90017	(213)894-8005
SIMS 15334	COUNTY BK OF MERCED	550 W MAIN ST 2ND FL	MERCED	CA	95340	(209)725-4560
NAM TRAN	MELLON FINANCIAL SERVICES	130 E HUNTINGTON DR	MONROVIA	CA	91018	(818)303-3861
WADE WRIGHT	SOUTHERN CALIFORNIA GAS C	1801 S ATLANTIC BLVD	MONTEREY PARK	CA	91764	(213)266-5212
TIM SCANLON	CASHFLEX	2525 CORPORATE PLACE 200 2ND FL	MONTEREY PARK	CA	91764	(213)980-7600
BANCTEC REP.	VINTAGE BANK	1500 SOSCOL AVE	NAPA	CA	94558	(707)256-1860
JOHN MARQUEZ	BANCTEC/HUD	4540 CAMPUS DR SUITE 102	NEWPORT BEACH	CA	92660	(714)252-5300
LAM	BSC/HOWARD LAM	5030 BLACKPOOL AVE	OAK PARK	CA	91301	(818)706-1252
BANCTEC REP.	UNION BANK/OAKLAND	MIRCO RECON	OAKLAND	CA	94621	
BANCTEC REP.	CVCS BART	601 E 8TH ST CASH HANDLING BLDG	OAKLAND	CA	94606	(415)974-2583
BANCTEC REP.	BANCTEC	1457 PHILADELPHIA ST. #24	ONTARIO	CA	91761	909/823-8445
BANCTEC REP.	LORAL AEROSPACE	3825 FABIAN WAY BLDG 10	PALO ALTO	CA	94303	(415)875-3570
BANCTEC CE	HOUSEHOLD FINANCIAL SERVI	941 CORPORATE CENTER DR	PAMONA	CA	91768	(909)397-3065
BUTCH MULTON	PNC BANK	465 N HALSTEAD SUITE 180	PASADENA	CA	91107	(818)351-2211
RANDY MERRELLAM	CSC-SYCAMORE CANYON	12500 POMERADO RD	POWAY	CA	92128	(619)453-0312
TIM	BANCTEC	3140 GOLD CAMP DR. SUITE 100	RANCHO COR	CA	95670	(916)631-0678
BANCTEC CE	C/O BSC-BOB MARTINEZ	3140 GOLD CAMP DR SUITE 100	RANCHO CORDOVA	CA	95670	(916)631-0879
BANCTEC REP.	BSC/IMPERIAL BANK/U.T.	2015 MANHATTAN BEACH BLVD	REDONDO BEACH	CA	90278	(310)725-4012
PAT GAVRITY	SOUTHERN CALIFORNIA EDISO	G044	ROSEMEAD	CA	91770	(619)302-5884
MAR	ROSEVILLE TELE CO	DEPT	ROSEVILLE	CA	95678	
MARTINEZ	BSC/US BANK	3947 LENNANE AVE SUITE 100	SACRAMENTO	CA	95834	(916)828-7850
CATHY VAYDEN	COUNTY OF SACRAMENTO	720 F ST ROOM 201	SACRAMENTO	CA	95814	(916)874-8604
CATHY VAYDEN	SACRAMENTO COUNTY	720 F ST ROOM 201	SACRAMENTO	CA	95814	(916)874-8604
ARMSTRONG	SAN ONFRE NUCLEAR GENERAT	14300 MESA RD G 500 NIS RECEIVING	SAN CLEMENTE	CA	92872	(949)368-2163
BANCTEC REP.	UNION BANK	1455 1ST ST MAIL CODE D-144	SAN DIEGO	CA	92101	
RM 1023	SAN DIEGO CITY SCHOOLS 9-	4100 NORMAL ST	SAN DIEGO	CA	92103	(619)293-8538
HANK OR BRIAN	LOCKHEED MARTIN/CSC HUGHES	4287 PACIFIC HWY BLDG 3	SAN DIEGO	CA	92110	619542-3334

SALAS/M 15177	BANCTEC SERVICE CORP	5000 SHOREHAM PLACE 200 23	SAN DIEGO	CA	92122	(760)753-8149
BANCTEC REP	SAN DIEGO CITY OFF OF EDU	PROCESSING	SAN DIEGO	CA	92111	(619)974-9885
SALAS	SAN DIEGO GAS & ELECTRIC	6127	SAN DIEGO	CA	15	(415)247-1881
CARLOS LIMON CE	CASHFLEX / BANCTEC	150 SPEAR ST SUITE 400	SAN FRANCISCO	CA	94105	(415)749-9174
CITRIANO/AMADO	CSAA TREASURY OPERATIONS	150 VAN NESS AVE	SAN FRANCISCO	CA	94102	
BANCTEC REP	MILLINELM BANK	180 SANSOME ST	SAN FRANCISCO	CA	424	
	IB/M/ASSOCIATES	390 SWIFT AVE 17	SAN FRANCISCO	CA	94080	(415)436-8331
ABRAMSON/BANTEC	HUD/BANCTEC/8TH FLOOR	RMS/AA1	SAN FRANCISCO	CA	94102	
BANCTEC REP	SANWA BANK	50 FIRST ST 6TH FL	SAN FRANCISCO	CA	94105	(415)543-2486
TSC/V/M 15249	BANCTEC SERVICE CORP	55 NEW MONTGOMERY ST SUITE 520	SAN FRANCISCO	CA	94105	
BANCTEC REP	BANK OF CANTON	555 MONTGOMERY ST 4TH FL	SAN FRANCISCO	CA	94111	
SUSAN/BANCTEC CE	BANK OF AMERICA	6TH FLOOR/CO 3493/494	SAN FRANCISCO	CA	94103	(415)621-7065
TAI/M 15248	BANCTEC SERVICE CORP	717 MARKET ST SUITE 604	SAN FRANCISCO	CA	94103	(415)543-3373
SANDRA/FIN	DEPT OF STATE/PASSPORT OF	95 HATHORN ST 5TH FL	SAN FRANCISCO	CA	94105	(415)538-2743
TONY TRAN/BSC	BSC	5435 N BARTLETT AVE	SAN GABRIEL	CA	91776	(618)308-2908
RICK GEYER	WESTCORP	14709 CATALINA ST	SAN LEANDRO	CA	94577	510/352-2836
MAKEL ARONOV	EDS SAN LEANDRO	794 DAVIS ST	SAN LEANDRO	CA	94577	(510)352-5028
JOHN SAMSTROM	BOREL BANK	160 BOVET RD	SAN MATEO	CA	94402	
TRAN		3501 W SUNFLOWER ST	SANTA ANA	CA	924	(714)513-5313
PABLO GAITAN	SANTA BARBARA BANK & TRUS	820 STATE STREET	SANTA BARBARA	CA	93102	
KNIGHT/BANCTEC CE	SIEMENS	4650 OLD IRONSIDES DR	SANTA CLARA	CA	95054	(408)492-4668
NIEVES/BANCTEC CE	MTV NETWORKS	2600 COLORADO BLVD MAIL RM	SANTA MONICA	CA	90404	(800)864-9499
BANCTEC CE	SOUTHERN PACIFIC	3650 N LAUGHLIN RD	SANTA ROSA	CA	95403	(707)566-2802
BANCTEC REP	LA DEPT WATER & PWR	8501 ARLETA AVE #1G10	SUN VALLEY	CA	91352	(818)771-2816
	BANCTEC PLEXUS	1310 CHESAPEAKE TERRACE	SUNNYVALE	CA	94089	
YOUNG	NATIONAL SEMICONDUCTOR	DOCK	SUNNYVALE	CA	94086	(408)721-2112
JUDY SKIEGSTAD	FINANCIAL DATA SOLUTIONS	41188 SANDALWOOD CIRCLE	TEMECULA	CA	92562	909/600-9866
BANCTEC CE	C/O TAX COLLECTION DEPT	800 S VICTORIA AVE	VENTURA	CA	93009	(805)654-3771
GRAY/M 15349	DESERT COMMUNITY BANK	17125 SILICA DRIVE	VICTORVILLE	CA	92392	(760)243-2140
LOIS RODGERS	BANCTEC	1900 W GARVEY S SUITE 180	WEST COVINA	CA	91790	(626)851-9526
DON CASTENQUAY	BANCTEC	1900 WEST GARVEY SOUTH	WEST COVINA	CA	91790	V/M/15343
CMR 2ND FLOOR	GTE CALIFORNIA	1700 SAWTELLE AVE	WEST LOS ANGELES	CA	90025	(310)814-8801
GIESE/BANCTEC CE	PACIFIC GAS & ELECTRIC	885 EMBARCADERO DR	WEST SACRAMENTO	CA	95605	(916)375-5022
ELLIOTT	FEDERAL HOME LOAN	21700 OXNARD ST SUITE 1900	WOODLAND HILLS	CA	91367	(818)710-3200
BANCTEC REP	TMBERLINE COMMUNITY	2138 FAIRLANE RD	YREKA	CA	96097	530/842-8944
BANCTEC REP	FIRST NATL BANK OF ALAMOS	720 MAIN ST	ALAMOSA	CO	81101	
FRITZSCHE/8806	JERRY FRITZSCHE	1472 S VAUGHN CIRCLE	AURORA	CO	80012	
EDOR PICKUP	BANCTEC SERVICES	6390 GUN PARK DR	BOULDER	CO	80301	(303)780-8978
GARY APPELMAN	FIRST NATIONAL BANK OF CA	531 MAIN ST	CANON CITY	CO	81212	
JOE/MEN/15379	CURRENT INC /DELPHAX ATT	1005 E WOODMEN RD	COLORADO SPRINGS	CO	80920	(719)531-2405
GRUBBS/BANCTEC	SYMBIOS LOGIC	1245 AVIATION WAY	COLORADO SPRINGS	CO	80916	(888)694-2727
	BSC/HUD-MSD	633 17TH ST 8TH FL	DEN	CO	2349	(303)672-5267
LAMOURIA	FEDERAL RESERVE BANK	1020 16TH ST	DENVER	CO	80202	(303)572-2432
MCFADDEN	DATA CENTER INC/DENVER	1050 17TH ST SUITE 1280	DENVER	CO	80202	(303)678-5210
BOYER	METLIFE / BANCTEC	1125 17TH ST 7TH FL 800 MAIL RM	DENVER	CO	80202	(303)672-3748
NORMAN WILLEY	ING SECURITY LIFE CTR/BAN	1280 BROADWAY 12TH FL	DENVER	CO	569	
BANDMERE/BANCTE	GUARANTY BANK AND TRUST	1331 17TH STREET	DENVER	CO	80201	303/286-9600
ROY PAUL/BANCTEC	US BANK	3550 ROCKMONT DRIVE	DENVER	CO	80202	303/581-7035

LOERCH/28477	FEDERAL HOME LOAN BANK	7000 E 47TH AVE DR	DENVER	CO	80216	(303)355-7855
BANC TEC CE	TCI CABLEVISION / BANC TEC	8000 E ILIFF AVE COMPUTER RM	DENVER	CO	80231	
BANC TEC CE	ALPINE BANK	820 16TH STREET SUITE 323	DENVER	CO	80202	
LABIAK/BANC TEC	COLORADO BUSINESS BANK	821 17TH STREET	DENVER	CO	80202	303/312-3432
BANC TEC CE	FIRST NATIONAL BANK	259 W NINTH ST	DURANGO	CO	81301	
FURER	BANC TEC SERVICES	6746 S REVERE PKWY SUITE B-150	ENGLEWOOD	CO	80112	(303)790-8976
GRUBBS/BANC TEC	SYMBIOS LOGIC	2001 DANFIELD COURT	FORT COLLINS	CO	80525	(888)694-2727
IBM CE	NORWEST BANK	359 MAIN ST	GRAND JUNCTION	CO	81501	
LOERCH VM 15393	BSC/CIO FIRST NATIONAL S	201 N MAIN ST	GUNNISON	CO	81230	(970)641-1621
TAYLOR/E/3982	KN ENERGY DELPHAX	RM	LAKWOOD	CO	80229	(303)763-3370
MIKE MCFADDEN	BANC TEC SERVICE CORP/ILMC	8000 S LINCOLN ST	LITTLETON	CO	80122	(303)734-2968
CENTER 6	NEODATA	1844 NELSON RD	LONGMONT	CO	80501	(303)681-1443
BANC TEC CE	CENTROBETC MIKE MCFADDE	365 CENTENNIAL PARKWAY	LOUISVILLE	CO	80027	(303)604-7598
STEVE SHIRLEY	FIRST NATIONAL BANK OF TH	504 MAIN STREET	MEEKER	CO	81641	(303)790-8977
GLEN JAMMARON	MINNEQUA BANK	401 W NORTHERN AVE	PUEBLO	CO	81004	719/686-1376
LOERCH/28477	ALPINE BANK OF COLORADO	400 7TH STREET SOUTH	RIFLE	CO	81650	
REP/HARVEY VAIL	BANC ONE SERVICE	445 E 124TH AVE	THORNTON	CO	80241	(303)450-2272
BANC TEC CE	FIRST NATIONAL BANK	100 E MAIN	TRINIDAD	CO	81082	(719)846-4601
BANC TEC CE	CITIZEN'S BANK	3300 W 72ND AVE	WESTMINSTER	CO	80030	
LOPEZ/PAGER# 800	MINERAL TECH	30 DAISYHILL RD	CANAAN	CT	06018	
GOW	AIRBORNE EXPRESS	98 1/2 MILL PLANE RD	DANBURY	CT	06811	
NEVICO VM10886	PUBLIC STORAGE	188 ROBERTS ST	E HARTFORD	CT	06108	(860)528-0400
HARTE VM14536	FLEET BANK	99 FOUNDERS PLAZA	EAST HARTFORD	CT	06108	(203)244-6772
MARK PANDOLFO VM	ETC DATA SERVICES	62 SPRING LN	FARMINGTON	CT	06032	(860)677-2540
RECTOR VM14551	US DEPT OF HUD	1 CORPORATE CENTER 19TH FL	HARTFORD	CT	06106	(860)240-4800
BANC TEC CE /	CONNECTICUT NATURAL GAS	100 COLUMBUS BLVD	HARTFORD	CT	06144	(860)727-3381
RECTOR VM14551	CONN NATURAL GAS	25 MECHANICS RD	HARTFORD	CT	06144	(860)727-3188
RECTOR VM14551	TRAVELERS INS DATA CENTER	57 PROSPECT ST	HARTFORD	CT	06183	(860)654-0084
HEILEMAN VM15884	KNIGHTS OF COLUMBUS SUPER	1 COLUMBUS PLAZA	NEW HAVEN	CT	06506	(203)772-2130
HARTE VM14538	NEW NEW ENGLAND TELEPHO	4 HAMILTON ST	NEW HAVEN	CT	06511	(203)777-4567
BANC TEC CE	SOUTH MILFORD BANK (UT)	100 PARK LN	NEW MILFORD	CT	06776	(860)355-1171
S CSC/B CASSIDY	BANC TEC/AIRBORNE	340 WILSON AVE	NORWALK	CT	06854	
HARTE VM14536	CSC JAMES RIVER CORP	900 CONNECTICUT AVE 2ND FL	NORWALK	CT	06856	(203)854-2244
HEILEMAN VM15884	CITIZENS BANK (UT)	182 MAIN ST	PUTMAN	CT	06260	(860)928-7921
BANC TEC CE	HARTFORD INS GROUP	400 EXECUTIVE BLVD	SOUTHINGTON	CT	06489	(860)278-850
RECTOR VM14551	NASD	80 MERRIT BLVD	TRUMBULL	CT	06611	(203)385-6524
HARTRIDGE VM14721	BANK OF BOSTON CT	123 DAY HILLRD	WINDSOR	CT	06095	(860)288-2446
HARTRIDGE VM14721	WASHINGTON GAS CO	1100 H ST NW	WASHINGTON	DC	20080	(800)210-1859
BARBER VM14736	INDEPENDENCE FEDERAL SAVI	1229 CONNECTICUT AVE NW	WASHINGTON	DC	20036	(800)210-1859
BARBER VM14736	BANC TEC SERVICE CORP	1612 K ST NW	WASHINGTON	DC	20006	(202)659-0598
FRIS VM14571	GEORGETOWN UNIVERSITY (OA	2115 WISCONSIN AVE	WASHINGTON	DC	20007	(202)687-3366
YAZIR SORIANO	BANC TEC c/o HUD	451 7TH ST SW	WASHINGTON	DC	20010	(202)708-4330
ARNDOFFER/EIC	WILLIAMS & CONNOLLY	725 12TH ST NW MAIL RM LEVEL P1	WASHINGTON	DC	20005	(202)592-3133
HEIMBACK VM14336	US SENATE	SRB45 1ST AND C STREET NE	WASHINGTON	DC	20510	(202)224-7247
KUNZIG VM14342	DISCOVER CARD SERVICES	34 STARLIFTER AVE	DOVER	DE	19801	(302)735-3917
VEGA VM16556	FIRST NATIONAL BANK	489 MITCHELL RD	MILLSBORO	DE	19966	(302)834-2414
FOR PICK-UP	CITIBANK	1615 BRETT RD	NEW CASTLE	DE	19720	(302)323-5158
	AIRBORNE EXPRESS/BANC TEC	BUSINESS PK	NEW CASTLE	DE	19720	(800)708-0241

NAME	ADDRESS	CITY	STATE	ZIP	PHONE
KANE VM15802	BANK OF NEW YORK	NEWARK	DE	19711	(302)451-2866
GAUNT VM14332	M.B.N.A. INFORMATION SERV	NEWARK	DE	19713	(302)457-3211
TAYLOR	P N C BANK DELAWARE	WILMINGTON	DE	19809	(302)428-2182
RYAN VM14350	FIRST CARD / BANCTEC	WILMINGTON	DE	19850	(302)594-3448
CE/J BRADDOCK	ASSOCIATES NATIONAL BANK	WILMINGTON	DE	19808	(302)636-6210
CE/ROBERT GAYNER	CSC - SUNBEAM	DELRAY BEACH	FL	33445	(561)243-2100
HORRELL VM14969	BANCTEC	FT LAUDERDALE	FL	33309	(954)917-8488
BAUDINMIKE KERN	ENERAL ELECTRIC/BANCTEC S	FT MYERS	FL	33916	(800)715-8116
MAUREEN NATHAN	RIVERSIDE NATIONAL BANK	FT PIERCE	FL	34982	(954)917-8488
BOB WATERS	BOB WATERS	GAINESVILLE	FL	32606	(352)335-5021
JAMES VM14968	BANCTEC	JACKSONVILLE	FL	32207	(904)726-4170
BROWN VM14918	PRUDENTIAL INSURANCE	JACKSONVILLE	FL	32216	(904)858-5022
KALATA	BANCTEC SERVICE CORP.	MAITLAND	FL	32751	(407)829-9829
BANCTEC CE	BANCTEC	MIAMI	FL	33166	(305)437-799
VM14995	READY STATE BANK	MIAMI	FL	33144	(305)268-5201
DANKS VM14883	OCEAN BANK	MIAMI	FL	5597	(305)442-2660
DANKS VM14883	FPL	MIAMI	FL	33174	(305)552-3905
VM14995	UNION PLANTERS BANK	NORTHBAY VILLAGE	FL	33141	(305)993-4771
BANCTEC EIC	BSC/OCALA MARTIN MARIETTA	OCALA	FL	34470	
BANCTEC EIC	BSC/EAST SIDE CENTER	ORLANDO	FL	32825	(407)308-167
LLAMAS VM15801	SUNTRUST BANK	ORLANDO	FL	32809	(407)612-0046
ALSOP VM14654	CENTGIUSO INC.	ORLANDO	FL	32803	(407)994-1180
BSC CE III	BSC/C/O FEDERAL EXPRESS	ORLANDO	FL	32809	(407)306-4761
SHIRLEY	BANCTEC	PENSACOLA	FL	32534	(888)500-473
SHIRLEY	BANCTEC	PENSACOLA	FL	32532	(850)447-433
SUE NAYLOR	TELE COMMUTE SOLUTIONS	PLANTATION	FL	33313	(954)917-9488
VALITALO VM14813	FIRST UNION OPS CENTER	POMPANO BEACH	FL	33089	(954)917-450
KALATA/14870	BSC/EDS	POMPANO BEACH	FL	33084	(954)784-4401
	AIRBORNE EXPRESS HOLD FOR	ROCKLEDGE	FL	32966	
	BANCTEC ELECTRONIC TRANSACTIONS	ST. PETERSBURG	FL	33702	
WHITFIELD CE-	DEPT OF REVENUE	TALLAHASSEE	FL	32074	(850)921-5585
LOPEZ VM15757	SUNTRUST BANKCARD CENTER	TAMPA	FL	33609	(813)882-118
MILLHOUSE VM14685	BANCTEC	TAMPA	FL	33609	(813)287-061
APPLETON VM14815	STATE FARM ISC EAST	ALPHARETTA	GA	30202	
JEB SMITH	ATLANTA GAS	ATLANTA	GA	30364	(404)606-7215
RICK MASTERSON	BANCTEC C/O FIDELITY NAT	ATLANTA	GA	30329	
BEAUCAIRE	METLIFE/BANCTEC	ATLANTA	GA	30346	(770)804-4856
WATOLAJAFAX 770 880	GEORGIA POWER	ATLANTA	GA	30308	(404)526-6546
LEWIS	BCBS OF GEORGIA	ATLANTA	GA	30326	(404)842-8613
BENAFEL	ERE YARMOUTH	ATLANTA	GA	30326	(404)848-1283
RICARD WAIGAND	BANCTEC C/O RICHARD WAIGA	ATLANTA	GA	30330	
BARBARA	TELE COMMUTE SOLUTIONS	ATLANTA	GA	30339	(770)994-0315
FELDER VM14685	UNITED HEALTH CARE	AUGUSTA	GA	30809	(706)855-303
GEORGE	THE FIRST BANK OF BRUNSWI	BRUNSWICK	GA	31520	(912)287-9500
BYRUM / VM14823	BANCTEC	BUFORD	GA	30519	(770)928-349
BANCTEC CE	BARTOW COUNTY BANK	CARTERSVILLE	GA	30120	
BYRUM / VM14823	EDS	CLARKSTON	GA	30021	404-297-3691
VM15573	NATIONSBANK REMITTANCE PR	COLLEGE PARK	GA	30337	(770)890-8176

WALKER	MELLON BANK	1640 PHOENIX BLVD STE 110		COLLEGE PARK	GA	30349	(770)994-5380
BALLINGER	PNC BANK	1669 PHOENIX PKWY SUITE 210		COLLEGE PARK	GA	30349	(770)907-4742
VM14835	GE CAPITAL	485 LAKE MIRROR RD	BUILDING 700	COLLEGE PARK	GA	30349	(404)762-2301
JOHNSON VM14827	NATIONS BANK SOUTHSIDE BL	6000 FELDWOOD RD TRANSIT DEPT		COLLEGE PARK	GA	30349	(770)774-6220
NIX VM15092	AUBURN NATIONAL BANK C/O	1 UNIVERSAL DR		COLUMBUS	GA	31907	(770) 994-377
VM15092	AMERICAN FAMILY LIFE	1932 WYNNTON RD		COLUMBUS	GA	31999	(770) 994-377
BANC TEC CE/L RICE	SHAW INDUSTRIES	900 S HARRIS ST		DALTON	GA	30720	(706)275-3875
STANFORD VM16244	BANC TEC FEB/JONES	3483 SATELLITE BLVD SUITE 101		DULUTH	GA	30354	(770)813-5921
LEWIS VM14831	DELTA AIR LINES	DP 813		HAPEVILLE	GA	30354	(404)715-8725
BANC TEC REP	WACHOVIA OPERATIONS CTR	3585 ATLANTA AVE		HAPEVILLE	GA	30354	(404)431-4780
LARKIN VM14830	GE CAPITAL CREDIT	5885 NEW FORSYTH RD	BUILDING B	MACON	GA	31210	(912) 757-582
TED WARD	BANC TEC	3347 FARRIER WALK		MARIETTA	GA	30087	
GEORGE	AETNA MEDICARE/OCR	12052 MIDDLE GROUND RD.	SUITE A	SAVANNAH	GA	1699	(770)994-0315
VANDERGRIFT	BANC TEC	4750 HUGH HOWELL RD	88465	TUCKER	GA	30084	(770)498-7787
PICKUP/CE/STANLEY	BANK OF HAWAII I.T.C.	129 POHA KULANA		HONOLULU	HI	96819	(808)848-5963
ROSE/1737	DATA DIMENSIONS CORP.	152 S SCHOLL ST		HONOLULU	HI	96813	(800)941-6664
WALT HOGEE	EDS	2200 KAMEHAMEHA HWY		HONOLULU	HI	96819	(808)848-2241
KIRBY	BANC TEC	550 PAIEA #504		HONOLULU	HI	96819	(808)848-5963
REP/STANLEY	BANK OF AMERICA	677 ALA MOANA BLVD SUITE 115		HONOLULU	HI	96813	(808)581-1986
CARTER	WEST BURLINGTON BANK	101 BROADWAY		BURLINGTON	IA	52665	(319)754-7501
NELSON VM14055	DATA DIMENSIONS	2001 MANUFACTURING COURT		CLINTON	IA	52732	
BANC TEC	ANTHONY DI CAPRIO	2010 W 34TH STREET		DAVENPORT	IA	52808	319-388-6775
BANC TEC REP	BOATMEN'S DES MOINES	1205 MULBERRY		DES MOINES	IA	50309	
	IBM ASSOCIATES	338 SW 6TH STREET		DES MOINES	IA	50309	
BANC TEC CE	BANC TEC AIRBORNE EXPRESS	5016 PARK AVE	PICKUP	DES MOINES	IA	50321	(515)288-2472
MATTISON/1687	FEDERAL HOME LOAN BANK	600 SW 7TH ST SUITE F		DES MOINES	IA	50309	(615)281-1017
BANC TEC CE	NORWEST BANK DES MOINES I	686 WALNUT 4TH FL		DES MOINES	IA	50309	(515)282-8886
BANC TEC/CE	MANUFACTURERS BANK	245 E J ST		FOREST CITY	IA	50438	
MATTISON VM14132	IOWA FALLS STATE BANK	601 WASHINGTON		IOWA FALLS	IA	50128	(515)648-2544
MATTISON/14132	GREEN BELT BANK	616 WASHINGTON		IOWA FALLS	IA	50128	(515)648-2544
CADDICK		601 MAIN ST		KEOKUK	IA	52632	(319)524-1021
LYNN CLARK	SECURITY BANK	11 N 1ST AVE		MARSHALLTOWN	IA	50158	(515)282-8886
BANC TEC CE	FIRST NATIONAL BANK	22 WEST MAIN ST		NEW HAMPTON	IA	50659	515-394-2118
BANC TEC REP	DATA DIMENSIONS	730 WERN AVE		SHELDON	IA	51201	(712)324-5666
CLARK/VM14117	FARMERS TRUST & SAVINGS B	125 W FOURTH ST		SPENCER	IA	51301	
BSC CE/DAN EVANS	CITIZEN'S NATIONAL BANK	527 LAKE AVE		STORM LAKE	IA	50588	(712)732-5540
MATTISON VM14132		1630 22ND ST W		WEST DES MOINES	IA	50265	
BANC TEC CE	THE ASSOCIATES	4300 W OWN PKWY		WEST DES MOINES	IA	50265	(515)228-4507
IDAHO POWER		1325 W IDAHO STREET		BOISE	ID	83702	(208)388-2398
SLIKASZEWSKI/VM140	GE CAPITAL	2100A CORPORATE DR		ADDISON	IL	60101	(630)281-3823
BENNYSON	BANC TEC SERVICE/MARKET FA	3040 W SALT CREEK		ARLINGTON HEIGHTS	IL	60005	(708)590-7140
SAMALDONE/16416	ME LIFE / BANC TEC	177 S COMMONS DR COMPUTER RM		AURORA	IL	60505	(708)988-9690
SCHRADER	GREATBANC OPERATION CENTE	2 S BROADWAY		AURORA	IL	60505	(630)884-7019
OPOLYS/VM 16169	MERCHANTS NATIONAL BANK	2255 W SULLIVAN		AURORA	IL	60505	(630)969-7895
STEVE ELROD	GARY WHEATON BANK	438 W SCHICK RD 3RD FL		BLOOMINGDALE	IL	60108	(708)980-2200
FRITTER	STATE FARM INSURANCE	1 STATE FARM PLAZA	3RD FLOOR A3	BLOOMINGTON	IL	61710	309-766-3733
DARRAH/BANC TEC/V	COUNTRY MUTUAL INSURANCE	1701 TOWANDA		BLOOMINGTON	IL	61701	(309)557-2608
SERVICE/STEVE	STATE FARM	CHECK PROCESSING	WASHINGTON	BLOOMINGTON	IL	61701	

BANCTEC CE	FIRST NATIONAL BANK	201 EAST MAIN ST.	CARMI	IL	62321	618-382-4118
DOUGHERTY	BANCTEC	740 MILLER ST.	CARTHAGE	IL	62321	
BRABENDER/VM	FIRST CHICAGO	1 FIRST NATIONAL PLAZA	CHICAGO	IL	60870	312-732-4305
DOWNEY/VM 14009	FIRST CHICAGO NBD	LWR LEVEL	CHICAGO	IL	60870	(312)857-7203
KALECKAS/VM 14048	AMALGAMATED TRUST & SAVIN	1 W MONROE ST 4TH FL	CHICAGO	IL	60603	(312)419-8840
ALFONSO CUADRA	LAKESIDE BANK	1112 S WABASH AVE 2ND FL	CHICAGO	IL	60605	(312)435-1547
VIVACQUA/VM#14353	COOK COUNTY	118 N CLARK 7TH FL	CHICAGO	IL	60602	(312)435-1543
BANCTEC	PEOPLES GAS CO.	130 E RANDOLPH 17TH FL	CHICAGO	IL	60601	(312)240-4591
GIMMARESE/BANCTE	BANCTEC C/O COMMONWEALTH	130 S JEFFERSON ST 3RD FL	CHICAGO	IL	60661	(312)384-8372
BUCHHOLZ/VM#14037	HYATT REGENCY HOTEL	161 E WACKER	CHICAGO	IL	60601	(312)750-8574
ALFONSO CUADRA	COMMONWEALTH EDISON CO	20 S CLARK ST 6TH FL	CHICAGO	IL	60603	(312)394-8785
KALECKAS/VM#14048	ABN-AMIRO SERVICES CO	200 W MONROE ST 4TH FL	CHICAGO	IL	60606	(312)904-8243
KOODY	LA SALLE NATIONAL BANK	200 W MONROE ST 2ND FL RM 216	CHICAGO	IL	60603	(312)732-1807
KOODY VIC	SHAWMUT IDEAL LOCKBOX	208 S LASALLE SUITE 1427	CHICAGO	IL	60604	(312)384-8372
BANCTEC/CE	AMERITECH/BANCTEC	225 W RANDOLPH STREET	CHICAGO	IL	60806	(312)727-6158
DONOVAN CURTIS	C.S. 1ST BOSTON	227 W MONROE ST	CHICAGO	IL	60606	(312)750-3041
DOLAN/VM 14041	HARRIS TRUST & SAVINGS	311 W MONROE ST 5TH FL	CHICAGO	IL	60606	(312)765-1131
NOWICKI/VM 14058	AMERICAN NAT BANK 7-5	RM	CHICAGO	IL	60602	(312)681-5032
BRABENDER	AMERICAN NATIONAL	33 N LASALLE	CHICAGO	IL	60670	312-263-0539
AVERY VM 14033	FEDERAL HOME LOAN	333 W WACKER DR, SUITE 3100	CHICAGO	IL	60606	
KOODY	FIRST NATIONAL BANK	427 S LASALLE ST 1ST FL	CHICAGO	IL	60611	(312)732-1807
BRABENDER/VM	CHICAGO TRIBUNE	435 N MICHIGAN AVE 9TH FL	CHICAGO	IL	60681	(312)222-3859
PAUL TRICE	HELLER FINANCIAL	500 W. MONROE ST.	CHICAGO	IL	60681	312-441-7121
CUSTOMER	COMBINED INSURANCE CO.	5050 N BROADWAY 10TH FL	CHICAGO	IL	60640	(312)275-8576
TEC CE	AMERITECH ATTN: BO	520 S FEDERAL 3RD FL	CHICAGO	IL	60805	(312)987-1800
CLOUS VM 16514	MELLON FINANCE SERVICES	5503 N CUMBERLAND AVE	CHICAGO	IL	60856	(312)783-5631
THOMPSON/VM 15732	FIRST OF AMERICA BANK	5636 S ARCHER AVE	CHICAGO	IL	60638	(773)838-5924
BLOUNT/VM#14003	HUD METCALF BUILDING 25TH	77 W JACKSON BLVD	CHICAGO	IL	60604	(312)353-2783
ROBERT	BANCTEC	7836 S COTTAGE GROVE	CHICAGO	IL	60619	(773)371-7155
NOWAK/VM#14057	BANK OF AMERICA	840 S CANAL 2ND FL DOC PROC RM	CHICAGO	IL	60607	(312)828-8076
CEDRIC GATES	BANK OF AMERICA	840 S CANAL	CHICAGO	IL	60607	312-974-4432
BANCTEC CE	CITICORP	8430 BRYN MAWR AVE	CHICAGO	IL	60631	773-390-5889
RON SMITH/BSC CE	CITICORP/BSC	8430 W BRYN MAWR AVE 3RD FL	CHICAGO	IL	60631	(773)380-5889
KALECKAS/VM 14048	FIRST NATIONAL BANK OF CH	0256	CHICAGO	IL	60670	(312)541-1478
WINTER/VM 14031	FCC NATIONAL BANK	2500 W FIELD DR	ELGIN	IL	60123	(847)488-5855
STRAUSS	BANCTEC SERVICE	517 WRIGHTWOOD	ELMHURST	IL	60126	(630)834-4804
FELSTEN/VM 14011	GLENVIEW STATE BANK	800 WAUKEGAN RD	GLENVIEW	IL	60025	(708)833-4170
FITZGIBBONS	STANDARD BANK	140 W HAWTHORNE	HARTFORD	IL	62048	(314)444-4546
KALECKAS/VM#14048	GATX/BANCTEC	7800 W 95TH ST SUITE 200	HICKORY HILLS	IL	60457	(708)598-7400
PROVOR	AMERITECH/BANCTEC	6600 RIVER RD.	HODGKINS	IL	60525	(708)908-8389
FRISO	CITIZENS STATE BANK	2000 W AMERITECH DR 1B42B	HOFFMANN ESTATES	IL	60196	(847)248-1709
WYLESKY ZINK	EDS CHICAGO	102 WEST MAIN ST.	LENA	IL	61048	815-369-4524
DUNSKIS 16287	HARRIS TRUST - CBOC	1800 S SPRINGER DRR	LOMBARD	IL	60148	(708)620-7070
SCHLENKER/BSC CE	FIRST NATIONAL BANK OF MA	2000 S FINNEY	LOMBARD	IL	60148	(708)888-4523
DIERS VM 14008	BANCTEC SERVICE CORP.	843 E GRANT HIGHWAY	MARENGO	IL	60152	815-568-2545
NEIFANGER/VM#1401	FIRST MIDWEST DATA CORP	1003 N RIVER RD	MCHENRY	IL	60050	(708)644-2738
MILLER	BANCTEC SERVICE CORP	501 W N AVE	MELROSE PARK	IL	60178	(708)346-9700
BUCHHOLZ/VM#14037	BANCTEC SERVICE CORP	520 N EMERSON ST	MT PROSPECT	IL	60056	(708)644-2788

NAME	ADDRESS	CITY	STATE	ZIP	PHONE
KULAKOWSKI/M	BSC/TRAVELERS EXPRESS COM	NAPEVILLE	IL	60563	(708)983-2741
MILLER/M 14053	W.W. GRANGER/BANCTEC	NILES	IL	60714	(847)647-5891
DARRAH/M 14039	BANK OF ILLINOIS	NORMAL	IL	61781	(309)557-3880
KAREN SOFFEL	FIRST OAK BROOK BANCSHARE	OAK BROOK	IL	60521	(847)571-1050
BANCTEC/	OAKBROOK NATIONAL BANK	OAKBROOK	IL	60521	(309)637-3488
DARRAH/M 14039	FIRST BANK	PEORIA	IL	61607	(309)833-7029
DARRAH/M 14039	CITIZEN'S EQUITY	RANTOUL	IL	61866	
CHECK PROCESSING	CENTRAL ILLINOIS BANK	ROCKFORD	IL	61109	
FOR PICKUP	BANCTEC SERVICES	ROSEMONT	IL	60018	(847)518-0369
TENNYSON	QUEST POINT	SCHAUMBURG	IL	60173	(708)350-8108
DUNSKIS VM16287	HOUSEHOLD FINANCIAL SERVI	SPRINGFIELD	IL	62701	
BANCTEC CE	NATIONAL CITY BANK	SPRINGFIELD	IL	62763	(217)524-7148
RYAN/M 14064	BANCTEC /DEPT OF PUBLIC	SPRINGFIELD	IL	62704	217-782-2468
WANLESS	ILLINOIS OFFICE OF THE CO	SPRINGFIELD	IL	62701	(217)789-3398
CYRIL RYAN VM14064	BANCTEC SERVICE	STREAMWOOD	IL	60107	
EDWARDS/M 16463	NATIONAL BANCORP DATA SYS	VERNON HILLS	IL	60061	(847)247-8881
FELSTEN/M 14011	GRAND PREMIRE OPERATING S	WOOD DALE	IL	60191	630-766-3527
TENNYSON/M 14025	PNC	WOODDALE	IL	60191	(708)250-3576
POULOS/M 14022	UNITED AIRLINES	EVANSVILLE	IN	47715	(502)861-9621
BANCTEC CE	BANCTEC/ AIRBORNE	FORT WAYNE	IN	46907	(800) 809-182
EARL ADAMS	BANCTEC SERVICES	FT WAYNE	IN	46808	219-471-8800
PITNER	BANG TEC	FT. WAYNE	IN	46809	
ADAMS/M 14225	BANCTEC	HAMMOND	IN	46320	(219)844-5787
CEMARGARET	CARSON PIRIE SCOTT/BANCTE	INDIANAPOLIS	IN	46255	(317)287-7355
CE	NATIONAL CITY BANK	INDIANAPOLIS	IN	46204	(317)265-3759
BSC CE	AMERITECH/BANCTEC	INDIANAPOLIS	IN	46278	(317)290-6006
BSC/CE	BANCTEC SERVICE CORP	INDIANAPOLIS	IN	46219	(317)542-8122
VM15831	BMG CORPORATION	INDIANAPOLIS	IN	46231	(317)767-8121
BSC CE/ BOB NELSON	NBD N.A	INDIANAPOLIS	IN	46231	(317)767-8254
JIM CAWTHORN	NBD BANK N.A	INDIANAPOLIS	IN	46231	317-787-8254
CAWTHORN	NBD BANK	INDIANAPOLIS	IN	46250	(317)578-5899
PENCE	INDICORP BANK SHARES	LAGRANGE	IN	46781	219-463-7111
KEITH STANTON	FARMERS STATE BANK	SOUTH BEND	IN	46626	(800)946-4844
QUINTON	ALLIED SIGNAL AEROSPACE	SOUTH BEND	IN	46820	(219)231-3818
EBERHARDT	ALLIED SIGNAL CONTROLS &	ARKANSAS CITY	KS	67005	
WILLIAM NINKE	HOME BANK	JUNCTION CITY	KS	66441	(913)238-4114
CROSS/IC	CENTRAL NATIONAL BANK	KANSAS CITY	KS	1185	(816)283-0788
BANCTEC CE	BANCTEC /BNSF	LENEXA	KS	66214	(913)482-2468
BARLOW	BANCTEC/DEAN BARLOW	SALINA	KS	67401	(785)825-4300
POWELL	DATA CENTER INC/SALINA	TOPEKA	KS	66601	(785)234-1709
FARMER	FEDERAL HOME LOAN CO BAN	TOPEKA	KS	66611	785-287-0123
BANCTEC CE	COMMERCE BANK AND TRUST	TOPEKA	KS	66612	(785)234-1709
FARMER/M 16126	WESTERN RESOURCES	TOPEKA	KS	66612	(785)576-8014
DANNY STEPHENS	BANCTEC /BNSF	WICHITA	KS	67202	(316)383-1587
CHANON MILLS 2ND	INTRUST BANK	ASHLAND,	KY	41105	
WILKERSON VM14808	BANK OF ASHLAND	FLORENCE	KY	41042	
GOPHER COURIERS C/O SKY C		HEBRON	KY	41048	(606)388-5558
KROPP VM15391	BSC - C/O FEDILITY INVEST				

MARK VM#15061	KENTUCKY UTILITIES	1 QUALITY ST REMIT PROC RM230	KY	40507	(800)322-3840
CAMPBELL	BANC TEC / AIRBORNE EXPRES	809 ENTERPRISE DRIVE	KY	40510	(502)961-9621
BANC TEC CE	BANK OF LOUISVILLE	11001 BLUEGRASS PARKWAY SUITE 200	KY	40288	(502)961-0395
GOLSTON/BANC TEC	NATIONAL CITY BANK/KENTUC	101 S 5TH ST 5TH FL SORTER RM	KY	40232	(502)581-5156
BELL	METLIFE/BATL	1231 DURRETT LN	KY	40285	(502)364-2885
ROUSH VM 15067	BANK ONE SERVICES CORPORA	1251 SOUTH FOURTH STREET	KY	40203	(502)961-039
JONES	NRC LOUISVILLE INC	1930 BISHOPS LN SUITE 300	KY	40218	(502)961-0628
ROUSH	MIDWEST TARTAN	300 HIGHRISE DR SUITE 108	KY	40213	(502)566-8836
BANC TEC CE	BANK ONE LOCKBOX	6716 GRADE LN BLDG 9	KY	40250	
BANC TEC CE	KENTUCKY FARM BUREAU INS	9201 BUNSEN PARKWAY	KY	42833	(800)348-1250
MARK VM 15061	MONTICELLO BANKSHARES, IN	116 NORTH MAIN STREET	KY	42501	(800)679-6341
BANC TEC CE	CITIZENS NATIONAL BANK	107 EAST MOUNT VERNON	LA	70510	(318) 883-025
DELAHOUSAYE/BSC	BANK OF ABBEVILLE	123 CONCORD	LA	909	(504)298-2668
BANC TEC REP.	ST. OF LOUISIANA DEPT. OF	1001 N 23RD ST	LA	70906	(504)925-7309
ENGINEER/MICHAEL	LOUISIANA DEPT. OF REVENU	330 N ARDENWOOD	LA	70908	(504)297-2636
DANCY	BLUE CROSS AND BLUE SHIEL	5525 REITZ AVE	LA	70906	(504)925-9568
TOSHAUN	CITY OF BATON ROUGE WATER	8755 GOODWOOD BLVD	LA	70608	(504)923-0232
DAVID LEE	EQUITABLE BANK AND TRUST	9420 OLD HAMMOND HWY	LA	70562	(318)394-5503
DELAHOUSAYE/BSC	FIRST LOUISIANA NATIONAL	465 MILLS AVENUE	LA	70517	
BANC TEC CE	MIDSOUTH NATIONAL BANK	728 BERARD ST	LA	70525	(318)684-3301
BANC TEC CE	FARMERS STATE BANK & TRUS	110 W PLAQUEMINE	LA	70528	(504)298-2688
ROBERT ROS 85748	BANK OF COMMERCE/VERSION	328 N AVE 6	LA	70401	(504)542-2040
LEGENRE	CENTRAL PROGRESSIVE BANK	111 N. OAK ST	LA	70123	
BANC TEC CE	BANC ONE	5401 JEFFERSON HIGHWAY	LA	71343	(800)444-4482
TRAHAN	CATAHO LASABK C/O CATAHO	301 MOUND ST	LA	70071	(504)969-9711
LEGENRE	ST JAMES BANK & TRUST	1880 WEST MAIN ST	LA	71448	(318)742-9880
ROBINETTE/VM 15098	PEOPLES STATE BANK	532 N COURTHOUSE	LA	600	(318)292-6337
JACOBS	CENTURY TELEPHONE	1000 SIMMONS ST	LA	71260	(318)963-4650
BANC TEC REP.	CENTURY TELEPHONE - MARIO	427 SIMMONS ST	LA	71281	
PHILLIPS	THE MER ROUGE BANK	102 DAVENPORT AVENUE	LA	70002	(800)506-5445
PROCESSING DEPT	BANC TEC INC C/O LOUISIAN	3200 CLEARY AVE	LA	70002	(504)889-9361
BANC TEC CE/E3712	BANK OF LOUISIANA	3340 SEVERN AVE	LA	70001	(504)832-5898
COMPUTOR ROOM	METAIRIE BANK & TRUST	3344 METAIRIE RD	LA	70002	
TRAN VM 15885	RADIFONE	3131 N CAUSEWAY BLVD 4TH FLR.	LA	71467	(318)357-3727
ROBINETTE/BOBBY	CITY BANK AND TRUST	430 KEYSER AVE	LA	70560	
DELAHOUSAYE	BANC TEC SERVICES	1808 SAINT JUDE ST	LA	70112	(504) 565-662
BANC TEC CE	CITY OF NEW ORLEANS	1300 PERDIDO AVE	LA	70165	(504)565-2073
WOODS	BANC TEC INC C/O CITY OF N	625 ST JOSEPH STREET	LA	ZIP	
BANC TEC CE	CITY OF NEW ORLEANS	CITY OF NEW ORLEANS	LA	71306	(318)486-7441
STREHON	CENTRAL LOUISIANA ELECTRI	2030 DONAHUE FERRY RD	LA	70765	(504) 687-367
LEGENDRE/VM 16082	CITIZENS BANK	57910 MAIN STREET	LA	71109	(318) 228-237
BANC TEC CE	BANC ONE	400 TEXAS STREET	LA	71101	
BANC TEC CE	BANC TEC / AIRBORNE HOLD	5200 HOLLEYWOOD AVE	LA	70562	(318) 394-780
BANC TEC CE	ST MARTIN BANK AND TRUST	801 SOUTH MAIN ST	LA	70568	318-363-5643
BANC TEC CE	CITIZENS BANK	841 WEST MAIN ST	LA	71483	
CLOUD	WINNFIELD BK & TRUST	200 WEST MAIN ST	MA	01821	(509)978-0670
HUNT VM14441	BANKLINE NEW ENGLAND	9 FORTUNE DR	MA	02222	(617)565-7185
DONOVAN	US DEPT OF CONSULAR SERV.	BLDG 2ND FL	MA		

DONOVAN	CREDIT SUISSE FIRST BOSTO	100 FEDERAL ST 30TH FLOOR	BOSTON	MA	02106	617-556-5740
HUNT VM1441	BANK OF BOSTON	2 MORRISSEY BLVD	BOSTON	MA	02125	(617)929-6047
WILLINS/VM 14462	LOCKHEED	270 CONGRESS ST	BOSTON	MA	02210	(617)451-3581
DEVEAU VM14433	CAMBRIDGE ONLINE	10 FAWCETT ST	CAMBRIDGE	MA	02138	(508) 281-973
HUNT VM14441	THE BOSTON CO	135 SANTILLI HIGHWAY	EVERETT	MA	02148	(617)382-6386
OEHME/VM 14452	E.D.S. / HEALTH & BENEFI	75 SERGEANT WILLIAM B TERRY DR	HINGHAM	MA	02043	(617)741-3418
CORRIVEAU VM14527	BANK OF WESTERN MASS.	100 WHITTINGS FARM RD	HOLYOKE	MA	01040	(413)552-1280
DURFEE VM14434	FLEET SERVICE	200 EXCHANGE ST	MALDEN	MA	02148	(617)387-3389
OBRIEN VM 18690	BANCTEC SERVICE CORP. GE	800 S MAIN ST	MANSFIELD	MA	02048	(508)337-8704
FRANIO VM14435	BANCTEC SERVICE CORP	800 S MAIN ST	MANSFIELD	MA	02048	(508) 281-973
DURFEE VM14434	CENTURY BANK	407 MYSTICE AVE	MEDFORD	MA	02156	(617)303-6106
DEVEAU VM14433	LUZO BANK	160 COUNTY STREET	NEW BEDFORD	MA	02740	(508) 281-973
OEHME VM14452	BLUE CROSS BLUE SHIELD	100 HANGCOK ST	NORTH QUINCY	MA	02171	(617)745-7887
GALVIN	BANCTEC/TOWN & COUNTRY SE	140 MAIN ST BIN 320 RT28	NORTH READING	MA	01884	(508)640-0900
OEHME VM14452	MANAGEMENT INFORMATION SV	61 ACCORD PARK DR	NORWELL	MA	01061	(617)871-1880
#27147/BANCTEC CE	BANCTEC C/O GENERAL DYNAM	100 PLASTIC AVE	PITTSFIELD	MA	01201	(413)484-4236
WILTSE VM14561	BERKSHIRE BANK	24 N ST	PITTSFIELD	MA	01202	413-236-3203
FOURINER VM14438	C.W.T.	505 COLLINS ST	S. ATTLEBORO	MA	02703	(508)389-0000
DEVAUR VM14433	SLADE'S FERRY BANK	100 SLADE FERRY AVE	SOMERSET	MA	02726	(508)675-2121
FOURNIER VM14436	FLEET SERVICE	788 W BOYLSTON ST	WORCESTER	MA	01606	(508)793-4998
FELLOWS VM14745	BANCTEC SERVICE CORP.	10010 JUNCTION DR	JUNCTION	MD	20701	(301)483-8041
STALDER VM14733	STATE OF MARYLAND	1010 CAROL ST	ANNAPOLIS	MD	21401	(301)483-8042
IMATOS	BANCTEC C/O LOCKHEED MART	103 CHESAPEAKE PARK PLAZA	BALTIMORE	MD	21220	(301)581-7426
EDWARDS VM14714	CITY OF BALTIMORE	200 N HOLIDAY ST	BALTIMORE	MD	21202	(301)483-8042
CORAZZA VM14711	NATIONS BANK	225 N CALVERT ST	BALTIMORE	MD	21203	(410)605-5151
SKARLOTOS VM14731	TONY SKARLATOS	2517 LAKEVIEW AVE	BALTIMORE	MD	21219	(410)477-4217
EDWARDS VM14714	ROD EDWARDS	54 WADE AVE	BALTIMORE	MD	21228	(410)719-2886
JONES	FIRST UNION	7175 COLUMBIA GATEWAY DR	BALTIMORE	MD	21046	(410)872-3008
COLVIN	PROVIDENT BANK OF MARYLAN	1200 BASSWOOD RD	BALTIMORE	MD	21244	(410)281-7584
JONES	CASHFLEX	11700 BELTSVILLE DR	BELTSVILLE	MD	20705	(703)425-4153
KUNZIG VM14342	CALVIN B TAYLOR BANKING	24 NORTH MAIN ST	BERLIN	MD	21811	(302)323-6158
BSC C/ROBIN FRIES	BSC C/O LOCK HEED/MARTIN	6601 ROCKLEDGE DR	BETHESDA	MD	20817	(301)987-6575
BURROWS/VM 14706	AOPA	421 AVIATION WAY	FREDERICK	MD	21701	(301)686-2335
WALLACE	CRESTAR	1000 STEWART AVE	GLEN BURNIE	MD	21061	(410)560-8314
MARKOWICH	BANCTEC	10-N SOUTHWAY RD	GREENBELT	MD	20770	(301)474-0252
JONES VM14722	HOUSEHOLD FINANCE CORP.	1352 CHARWOOD RD	HANOVER	MD	21076	(301)483-6042
HARTRIDGE VM14721	CHEVY CHASE BANK	6200 CHEVY CHASE DR	LAUREL	MD	20707	(703) 425-415
WIDMEYER VM14773	BANCTEC	13602 WEAVER AVE	MAUGANSVILLE	MD	0448	(301) 790-228
HARTRIDGE VM14721	RIGGS NATIONAL BANK	5700 RIVER TECH COURT	RIVERDALE	MD	20737	(800)210-1859
JEFF SMITH/VM 14768	BANCTEC SERVICE CORP.	2120 INDUSTRIAL PKWY	SILVER SPRING	MD	20904	(301)680-3388
BARN VM14445	DAMARISCOTTA BANK - UT SI	25 MAIN ST	DAMARISCOTTA	ME	04543	(603)555-852
MARIN VM14445	GORHAM SAVINGS	64 MAIN ST	GORHAM	ME	04038	(207)830-3342
VM14446 OR DAVID	OCEAN NATIONAL BANK	100 MAIN STREET	KENNEBUNK	ME	04043	207-865-3305
MARIN VM14445	FIN INST SVC CORP	152 LISBON ST	LEWISTON	ME	04243	(207)782-8858
MARSHALL VM14446	BANK BOSTON	65 GANNET DRIVE	SOUTH PORTLAND	ME	04108	(207) 842-507
HANZAI/14122	FRANSEN TECHNOLOGY	4388 ROUND LAKE ROAD WEST	ARDEN HILLS	MI	55112	851-407-5791
BANCTEC/MATT GINN	FIRST CHICAGO NBD TECH CE	9000 HAGGERTY ROAD	BELLEVILLE	MI	48111	(734)957-5178

DRAG	BANC/TEC/DAVE DRAG	64700 LUTZ RD	MI	49042	CONSTANTINE	(616)64-35-7
BANC/TEC CE	MICHIGAN CONSOLIDATED GAS	500 GRISWOLD AVE 31ST FL	MI	48228	DETROIT	(313)258-8728
BILL MOORE	DETROIT EDISON	650 BEECH ST S B 338	MI	48226	DETROIT	(313)258-6125
KRUPSKY	EDS/DPS CENTER SCANN	G 4318 MILLER RD	MI	48507	FLINT	(610)238-8522
CE/RODNEY MUNSON	C/O SURGUARD STORAGE CENT	2345 29TH ST S E	MI	48508	GRAND RAPIDS	(616)245-7871
CE	BANC/TEC SERVICES	2345 29TH STREET SE	MI	48508	GRAND RAPIDS	(616) 480-0038
BSC CE/JERRY WING	MICHIGAN DEPT OF SOC. SVC	320 S WALNUT 5TH FL TDE SCANRM	MI	48933	LANSING	(517)482-9930
CORP	WESTLAND SELF STORAGE	4724 S CREYTS ROAD	MI	48817	LANSING	(517)232-3633
LAURNECE	LAPEER COUNTY BANK & TRUS	83 W NEPASSING ST	MI	48446	LAPEER	(248)748-0170
ALLEN/M/570	COMERICA BANK	38200 SIX MILE RD RETAIL LOCKBOX	MI	48152	LIVONIA	(313)462-2228
JERRY WING CE	BANC/TEC SERVICES	1017 DINGWALL DRIVE	MI	48867	OWOSSO	(517) 232-383
BILL BRIDGE/14152	FIRST OF AMERICA IP ROYAL	60 S WASHINGTON ST	MI	48051	OXFORD	(248)748-0170
MGR/MATTI VALITALO	BANC/TEC SERVICES	FLOOR	MI	48087	ROYAL OAK	(248)691-3545
JAMES BROCADE	CENTRAL CORPORATE CREDIT	1724 DIVISON ST	MI	48802	SAGINAW	(800) 716-418
BANC/TEC/CE	BANC/TEC	20800 CIVIC CENTER DRIVE	MI	49078	SOUTHFIELD	248-304-3335
BANC/TEC CE	AMERITECH/BANC/TEC	21555 MELROSE AVE	MI	48075	SOUTHFIELD	248-748-0170
BANC/TEC CE	CENTRAL MICHIGAN CREDIT U	23500 N WERN HWY LOCTATION A50	MI	48075	SOUTHFIELD	(610)443-9463
BANC/TEC CE	FIRST STATE BANK (UNV.T	28500 NORTHWESTERN HWY #221	MI	48060	ST. CLAIR SHORES	(248)748-0170
BSC/CE/MIKE LOUD	BSC C/O TRAVELERS EXPRESS	24300 LITTLE MACK	MI	55430	BROOKLYN CENTER	(612)569-2801
KINKEL	ITASCA STATE BANK	1400	MI	55718	CALUMET	(218)247-7538
BANC/TEC	WESTERN BANK	HWY 168 EAST	MI	55807	DULUTH	218-723-5100
BANC/TEC CE	M & I DATA SERVICES	5629 GRAND AVE	MI	55427	GOLDEN VALLEY	(612)417-3555
PHILLIPS	DAYTON HUDSON	1000 BOONE AV N	MI	3400	MINNEAPOLIS	
HUEBSCH	BANC/TEC	3701 WAYZATA BLVD.	MI	55460	MINNEAPOLIS	(612)728-9286
QUAM VM 14138	CASHFLEX	1700 22ND AVE S SUITE 187	MI	55108	ST PAUL	(612)917-5440
LARRY MARTIN	NORTHWEST AIRLINES	1350 ENERGY LN SUITE 200	MI	55111	ST PAUL	
BANC/TEC CE	THE BANK OF BELTON	5101 BUILDING B ROOM 4820	MO	64012	BELTON	(616)331-4888
ANIELA/M/14069	COMPUTER HW SER INC	204 MAIN ST	MO	63738	BENTON	(573)545-3038
BANC/TEC CE	BANC/TEC / AIRBORNE	141 LAKE ROAD	MO	63201	COLUMBIA	(616)221-1470
BONNIE CASTEEL	RIPLEY COUNTY STATE BANK	11000 SO AIRPORT ROAD	MO	63935	DONIPHAN	(314)955-2114
BANC/TEC SERVICE	PEOPLE'S COMMUNITY BANK/L	JUNCTIONS 160 & 142	MO	63944	GREENVILLE	573-224-3287
BARLOW/M/14070	GTE DATA SERVICES	HIGHWAY 67	MO	65109	JEFFERSON CITY	(913)492-2468
HALL/M/14043	NATIONS BANK	905 WEATHERED ROCKRD	MO	64801	JOPLIN	(417)823-8860
BANC/TEC CE	FED HOME LOAN BANK	731 MAIN ST	MO	64106	KANSAS CITY	(816)979-7406
BANC/TEC CE	BANK OF AMERICA	10TH & BALTIMORE	MO	64106	KANSAS CITY	(816)283-0788
VM 14082	HUD KANSAS CITY GATEWAY	1125 GRAND AVE STE 1200	MO	64116	KANSAS CITY	(816)237-2507
BANC/TEC CE	BANC/TEC FINANCIAL SYSTEMS	2001 N. E. 48 STREET	MO	65101	KANSAS CITY	(816)283-0788
SPROULES VM 14099	COMMERCE BANK	400 STATE AVE 2ND FL	MO	64105	KANSAS CITY	(816)283-0788
SLOAN/M/14088	LEE SUMMIT BANK	5800 E BANNISTER RD. SUITE 100A	MO	64083	LEE'S SUMMIT	(816)556-6053
CROSS/M/14075	THE FIRST STATE BANK OF M	720 MAIN 6TH FL LOCKBOX	MO	65708	MONETT	417-235-6100
BANC/TEC CE	PEOPLE'S COMMUNITY BANK/L	210 S MAIN ST	MO	64116	NORTH KANSAS CITY	(816) 221-147
BANC/TEC SERVICE	BOATMAN'S NATIONAL BANK	106 E CLEVELAND	MO	63957	PIEDMONT	573-225-4000
STURGIS/M/16224	BANC/TEC SUPPORT PRODUCTS	1600 SWIFT STE 115	MO	65801	SPRINGFIELD	(417)227-3388
PHILIP BOX	BANC/TEC SERVICES	1401 N. MAIN ST	MO	65803	SPRINGFIELD	(502)961-9821
BANC/TEC CE	DATA CENTER INC.	117 PARK CENTRAL SQUARE	MO	65807	SPRINGFIELD	(417)889-3000
REP/DARRIN		211 N. INGRAM MILL RD	MO			
		4061 WEST KEARNEY	MO			
		610 E BATTLEFIELD SUITE F	MO			

20 CORPORATE HILLS		ST CHARLES	
MATT FITZGIBBONS	WESTERN UNION/IEDS	MO	63301
BANCTEC SERVICE	FIRST SERVICES/JOSEPH BAR	MO	63141
SCOTT	MERCANTILE BANK	MO	63101
MATT FITZGIBBONS	MERCANTILE BANK PROCESSIN	MO	63043
CE/JONATHAN	MOCUS	MO	400
READY/M#14095	LEMAY BANK	MO	63125
WOLF/M#14105	NATIONS BANK	MO	63101
READY	UNION ELECTRIC	MO	63103
CE/JONATHAN	CAMPBELL TAGGER	MO	63105
LESTER RUBLE	M & I DATA SERVICES	MO	63101
WOODS/M#14108	PEOPLES COMMUNITY BANK	MO	63134
COVINGTON	FIRST UNION	MS	38821
COVINGTON/M	SECURITY BANK OF AMORY	MS	38808
ELLIOTT	FIRST SECURITY BANK	MS	38530
15048	THE PEOPLES BANK	MS	39429
VM15048	FIRST FEDERAL BANK & SAVI	MS	39429
BANCTEC CE	CITIZENS BANK	MS	39059
CE/JONATHAN	BANK OF THE SOUTH	MS	39501
ELLIOTT	BANCTEC	MS	39402
HEATH CALHOUN	RANC TEC	MS	39401
OWENS	SUNBEAM	MS	39201
CE/STEVE OWEN	CLEAMONT TECHNOLOGY/MISS.	MS	39211
COTTONDALE	BANCTEC	MS	501
ELLIOTT	BANCTECO. DEPOSIT GUARA	MS	38452
15088	FIRST NATIONAL BANK	MS	39111
15088 (DELL)	CITIZENS BANK	MS	39301
F.	GREAT SOUTHERN BANK	MS	39301
	CITIZENS NATIONAL BANK	MS	39801
	PEOPLES BANK	MS	38801
TOM FERAZIOR	BANK OF MISSISSIPPI OPERA	MS	38801
KIRK SANDQUIST	PEOPLE'S BANK OF DEER LOD	MT	0599
JUDITH (NLN)	APPLIED MANAGEMENT	MT	59801
HATLEY VM14786	WACHOVA BANK	NC	28282
EASTERLING	SOUTHERN NATIONAL BANK	NC	28273
TROUTMAN VM14807	BANCTEC	NC	28208
PARTON VM14799	BANCTEC	NC	28208
RODNEY BARNHARDT	3300 INTERNATIONAL DR	NC	28208
HARRY PATTON 14789	BANCTEC	NC	28255
MICHAEL NYLAND	NATIONS BANK	NC	27702
TROUTMAN VM14807	N. CAROLINA BCBS	NC	28303
BARNETT VM14774	STATE BANK	NC	27602
CE/DARRELL	CAROLINA P&L	NC	27609
HESTER VM14789	BANCTEC	NC	800
SOMERSET VM14803	N. CAROLINA DEPT. OF REVE	NC	27888
BENFORD VM15981	BANCTEC C/O TERSA BENFORD	NC	28409
MICHAEL HOWARD	BANCTEC C/O MICHAEL HOWAR	NC	27101
VM14794	ARISTA INFORMATION SYSTEM	NC	27101
	1 FIRST MO CENTER OLIVE RD		
	1005 CONVENTION PLAZA		
	12301 MISSOURI BOTTOM RD		
	2055 CRAIGSHIRE DR		
	2191 LEMAY FERRY ROAD		
	600 MARKET ST-5TH FL		
	800 S 21ST ST RM# W-241 BANCTEC		
	8600 MARYLAND AVE OPERATIONS		
	901 N 10TH STREET		
	HIGHWAYS D AND T		
	4346 WOODSON		
	129 NORTH MAIN ST.		
	201 HWY 6 W PO BOX 680		
	152 LAMEUSE STREET		
	340 2ND ST		
	614 MAIN ST		
	201 SOUTH JACKSON STREET		
	1300 25TH AVE		
	118 ROARK CICLE		
	95 W L RUNNELS IND DR		
	429 MISSISSIPPI ST		
	4500 155 N		
	4855 155 N		
	5110 W MAIN ST		
	213 NORTH MAIN ST		
	218 22ND AVENUE SOUTH		
	512 22ND AVENUE 2ND FLOOR		
	209 TROY		
	3616 W JACKSON ST		
	660 W JACKSON EXTENSION		
	430 MAIN ST.		
	628 LOGAN ST		
	10301 DAVID TAYLOR DR		
	1251 ARROW PINE DR		
	3300 INTERNATIONAL AIRPORT DR		
	3300 INTERNATIONAL DR.		
	SUITE 800		
	3300 INTERNATIONAL AIRPORT DR		
	901 W TRADE ST		
	5901 DURHAM-CHAPEL HILL BLVD		
	145 W WOOD SHOPPING CENTER		
	411 FAYETTEVILLE ST		
	4208 SIX FORKS RD		
	501 N WILMINGTON ST		
	RTE 2 BOX 1273		
	4313 SCOTLAND LANE		
	DIXON		

NAME	ADDRESS	CITY	STATE	ZIP	PROCESSING	PHONE
FONTANA VM14715	NAVY FEDERAL CREDIT UNION	820 FOLLIN LANE	VA	22180	VIENNA	(301)483-6042
VM14680	JIM MASTERS	1032 HARJIE AVE	VA	23484	VIRGINIA BEACH	(757)366-0669
BANCTEC CE	AIRBORNE EXPRESS/HOLD FOR	1441 MILLER STONE RD	VA	23455	VIRGINIA BEACH	(804)553-9940
ROSA VM17014	BANCTEC	305 APPIAN AVE	VA	23452	VIRGINIA BEACH	(757)463-6403
BOURGEOIS VM14424	LYNDONVILLE SAVINGS	98 BRDST	VT	05851	LYNDONVILLE	(508) 281-973
BOURGEOIS VM14424	VERMONT DEPT OF MOTOR VEH	120 STATE ST	VT	05603	MONTPELIER	(802)826-2090
STEVE GOVEIA	SKAGIT STATE BANK	424 N WASHINGTON	WA	98223	ARLINGTON	(206)575-4141
DAY/BANCTEC CE	CAPITOL ONE	2200 S. 320TH	WA	98003	FEDERAL WAY	(804)968-3444
STEVE GOVEIA	WIDBEEY ISLAND BANK	9021 90TH N W	WA	98277	OAK HARBOR	(206)575-4141
SINSON/BANCTEC CE	SAFECO	4809 156TH AVE N.E.	WA	4516	REDMOND	(206)983-0524
DAVE DOKKEN	SEATTLE FIRST NATIONAL BA	800 FIFTH AVE 6TH FL	WA	98104	SEATTLE	(206)983-8520
PEKEMA	H.U.D.	909 1ST AVE	WA	98204	SEATTLE	(509)456-6522
HERMAN HATTEN	WASHINGTON WATER & POWER	1411 E MISSION	WA	98218	SPOKANE	
JIM CARNEY	HERMAN HATTEN	9506 N. NEWPORT HWY BASEMENT	WA	98206	SPOKANE	(509)928-3666
RANDY PENNINGTON	CASCADE COMPUTERS	N 12 SKIPWORTH	WA	98201	SPOKANE	(509)456-6522
HERMAN HATTEN	BSC/SEA FIRST BANK 6TH FLO	W 601 RIVERSIDE AVE	WA	98201	SPOKANE	(509)323-1301
ROBERT ANDERSON	CREDIT UNION SUPPORT SERI	W 601 MALLON AVE SUITE H	WA	98201	SPOKANE	
JERRY WALLACE	EDS / BANCTEC	1128 PACIFIC AVE	WA	98402	TACOMA	
BANCTEC REP	BANCTEC	540 INDUSTRY DR	WA	98188	TUKWILA	(206)242-9882
LAURIE SARRAZIN	NORTHWEST NATIONAL BANK	6407 B N E 117TH AVE	WA	98662	VANCOUVER	(360)253-7428
BANCTEC CORP	BAKER BOYER NATIONAL	2ND & MAIN ST	WA	98362	WALLA WALLA	
ROOM	EDSWASSOCIATED BANCORP	2870 GROSS AVE	WA	54304	ASHWAUBENON	(414)405-2409
BANCTEC SERVICE	M & I DATA SERVICES	4900 BROWN DEER RD	WI	53223	BROWN DEER	(414)357-2248
SEIFERT/AM 14142	FIRST NATIONAL BANK OF EA	400 E WALL STREET	WI	54521	EAGLE RIVER	(715)479-4408
BSC TECHNICIAN	BSC C/O NORTHERN STATES P	100 BARSTOW ST	WI	54702	EAU CLAIRE	(715)836-2604
PATTERSON	JEFFERSON PUBLIC SERVICE	A3	WI	900	GREEN BAY	(414)433-1106
BANCTEC REP	JEFFERSON CITY BANK 320	BOOKKEEPING DEPT	WI	53649	JEFFERSON	(414)674-9473
JERRY MOLY	MADISON GAS & ELE CO	133 S BLOW ST	WI	53713	MADISON	(608)252-7046
PARSONS	MADISON GAS & ELECTRIC	133 SOUTH BLAIR STREET	WI	53701	MADISON	(608)252-7046
PARSONS	WISCONSIN POWER & LIGHT	CTR	WI	53703	MADISON	(608)262-3727
BANCTEC SERVICE	WPS	1717 W BROADWAY	WI	53713	MADISON	(608)221-4711
BENTLEY/R9153	MID WISCONSIN BANK/DEAN C	132 W STATE STREET	WI	54461	MEDFORD	(715)746-1310
GNEISER	RICHARD BENTLEY	3826 FREY LN	WI	54451	MEDFORD	(715)223-2346
GNEISER VM 14120	ASSOCIATED BANK	W 173 N 9170 ST FRANCIS DR	WI	53051	MENOMONEE FALLS	(414)253-4487
GNEISER/VM 14120	BANC ONE SERVICES CORP.	1000 MARKET STREET	WI	53202	MILWAUKEE	414-274-8861
THEITZBURT	BANC ONE SERVICES CORP.	1000 NORTH MARKET STREET	WI	53202	MILWAUKEE	414-274-8861
PFEIFER	BANCTEC	580 EAST ERIE	WI	53002	MILWAUKEE	(414)271-2331
BANCTEC CE	FIRSTAR BANK	LEVEL REM	WI	53072	MILWAUKEE	(414)673-2316
BANCTEC CE	AMERITECH/BANCTEC	N 15 W 24250 RIVERWOOD DR RM120	WI	53072	PEWAUKEE	(414)523-8684
BERGER	WESTLAND SAVINGS BANK SA	909 SUPERIOR AVENUE	WI	54680	TOMAH	(608)374-5181
VM14136	TRI CITY BANK	111 JEFFERSON ST	WI	54981	WAUPACA	(715)258-5511
WILKINSON VM14809	DEPT OF MOTOR VEHICLES	851 S. 70TH STREET	WI	53214	WEST ALLIS	414-268-4320
WILKINSON/LOCKBOX	DEPT OF MOTOR VEH / BANCT	1606 WASHINGTON ST	WV	25311	CHARLESTON	(304)558-0002
CAROLYN MARRIOTT	BANC ONE SERVICE CORP.	1606 WASHINGTON ST E - LOCKBOX	WV	25311	CHARLESTON	(304)558-0002
HAUGHT VM16691	PBM 316	707 VIRGINIA ST. EAST	WV	26301	CHARLESTON	(304) 348-568
HAUGHT VM16691	FIRST EXCHANGE BANK	419 FAIRMONT AVE SUITE 3	WV	26554	FAIRMONT	(301) 483-604
WILSON VM16855	AIRBORNE EXPRESS (HOLD FO	11 WEST MAIN ST.	WV	26582	MANNINGTON,	(304) 988-170
		4210 - 1ST AVE	WV	26143	NITRO	(301) 4830604

LOUGHEED VM 15911	COMPASS BANK	1200 E CAMPBELL ROAD	SUITE 180	RICHARDSON	TX	75081	(972) 907-202
TEAGUE	MELLON FINANCIAL SERVICES	1600 PROMENADE CENTER 6TH FL		RICHARDSON	TX	75080	(214) 705-4243
CLEVELAND VM 16897	BC/BS OF TEXAS	988 S GREENVILLE AVE SUITE 200		RICHARDSON	TX	75081	(972) 680-1800
VM 14978	TEXAS STATE BANK	2201 SHERWOOD WAY		SAN ANGELO	TX	75080	(972) 786-8892
CE/LAWTON TAYLOR	GTE - SAN ANGELO	2701 S JOHNSON ST 3RD FL		SAN ANGELO	TX	78801	(815) 223-5236
TAYLOR VM 17008	SOUTHWEST BANK OF SAN ANG	301 WEST BOUREGARD		SAN ANGELO	TX	78804	(815) 944-5910
CE/LAWTON TAYLOR	EDS - SAN ANTONIO	106 S ST MARYS		SAN ANTONIO	TX	6326	(815) 223-5236
JAMES BRENNAN	BANCTEC	10651 VANDALE		SAN ANTONIO	TX	78205	(210) 271-6349
SANCHEZ	NATIONAL BANCSHARES CORP	1300 CONVENT ST	PROCESSING	SAN ANTONIO	TX	78216	(210) 348-9322
JOE ZUNIGA	NATIONS BANK	512 HIGHLAND BLVD		SAN ANTONIO	TX	78205	(210) 348-9352
DESOTO VM 18283	THE CHASE MANHATTAN BANK	512 HIGHLAND STREET		SAN ANTONIO	TX	78210	(210) 348-8492
DAVIS	CHASE TEXAS BANK	6061 NW EXPRESSWAY SUITE 300	SORTER ROOM	SAN ANTONIO	TX	78201	(210) 734-7700
DAVIS 14914	EDS - DATA CENTER	9800 FREDRICKSBURG RD		SAN ANTONIO	TX	78288	(210) 486-1943
BSC CERANDY DAVIS	UNITED SERVICES AUTOMOBIL	PICKUP	FEDX LOCATION	TYLER	TX	75701	(809) 598-5053
VM 14928	O J GAMMONS	565 S HEARNE ST		WASKOM	TX	75682	(800) 507-8485
0272 PGR	BANCTEC SERVICE CORP.	8509 WESTERN HILLS SUITE # 400		WHITE SETTLEMENT	TX	76106	(817) 246-9229
HUD/BS	BANCTEC SERVICES	206 VIRGINIA STREET		WICHITA FALLS	TX	76301	(940) 787-2969
RUBIN VIDAL	FIRST NATIONAL BANK	315 NORTH MAIN STREET		WINNSBORO	TX	75484	(803) 342-527
PICKUP	STATE BANK OF SOUTHERN UT	28 N MAIN ST		CEDAR CITY	UT	84720	(801) 965-2300
VM 16886	SPS PAYMENT SYSTEMS	2195 N 1200 W		LAYTON	UT	84041	(801) 779-7121
JAY DECKER	BANCTEC	200 S ORCHARD DR. SUITE 3		CITY	UT	84054	(801) 936-5388
FAUST	IRS	1160 W 1200 S STOP 6059		OGDEN	UT	84201	(801) 620-7503
EKSTROM/BANCTEC	NOVUS SERVICES INC.	1724 SOUTH 5420 WEST		SALT LAKE CITY	UT	84104	(801) 987-1004
PHEIFFER/BRETT	FIRST SECURITY / BSC	280 N CHARLES LINDBERGH DR		SALT LAKE CITY	UT	84130	(801) 246-8275
FAUST	CORPORATE EXPRESS C/O SKY	314 SOUTH REDWOOD ROAD		SALT LAKE CITY	UT	84014	
SUPERVISOR	PENTAGON FEDERAL CREDIT U	5416 W AMELIA EARHEART DR		SALT LAKE CITY	UT	84116	(801) 246-0287
HOUNSHELLE YOGI	COMPUTER SCIENCES CORP	1001 N FAIRFAX STREET	PROCESSING	ALEXANDRIA	VA	22314	(301) 463-6040
MARY DAVIS	BSC C/O LOCKEED/MARTIN	1100 WILSON BLVD SUITE 1800		ARLINGTON	VA	22209	(703) 284-4371
DAVIS/5038	FIRST NATIONAL BANK	1725 JEFFERSON DAVIS HWY STE 300		ARLINGTON	VA	22202	(703) 413-5698
MAN VM14786	F & M BANK	105 ARBOR DR	PROOF DEPT	CHRISTIANBURG,	VA	24073	(540) 381-874
FONTANA VM14716	FIRST VIRGINIA	4117 CHAINBRIDGE RD	RM 230	FAIRFAX	VA	22030	(703) 425-415
FONTANA VM14715	FIRST HEALTH SERVICES	8402 ARLINGTON BLVD		FALLS CHURCH	VA	22046	(800) 210-5071
VM16442	BANCTEC C/O CAPITAL ONE	4849C COX ROAD		GLEN ALLEN,	VA	23060	(804) 553-8940
VM14679	MARSHALL NATIONAL BANK	INT ZIP 12038-0160		GLEN ALLEN,	VA	23060	(804) 968-6848
FONTANA VM14715	LEE BANK & TRUST CO	8372 W MAIN ST		MARSHALL	VA	20116	(800) 210-5071
BANCTEC CE	FEDERAL HOME LOAN	800 WEST MORGAN AVE		PENNINGTON GAP	VA	24277	
WALTER HALL	JAMES RIVER CORP	1771 BUSINESS CTR DR		RESTON	VA	22090	(703) 450-3773
LAGIER/BANCTEC CE	VEPCO	110 S 7TH ST 5TH FL		RICHMOND	VA	23217	(804) 897-3205
WANNAH	NATIONS BANK (BLDG C-1	701 E CARY ST F1 1B	ADMIN	RICHMOND	VA	23219	(804) 771-6890
BRITTON VM15728	BANCTEC SERVICE CORP	8001 VILLA PARK DR		RICHMOND	VA	23228	(804) 553-6201
VM16442	BANCTEC C/O TIMELIFE	827 E PARHAM RD SUITE 4	RD	RICHMOND	VA	23228	(804) 553-8650
FLOOD VM14672	BANCTEC C/O MICHAEL LISI	CASH AUDIT DEPT.		ROANOKE	VA	24013	(704) 423-324
MICHAEL LISI	FIRST UNION NAT'L BANK -	1328 MORINGSIDE ST		ROANOKE	VA	24019	(540) 563-7429
VM14796	SALEM BANK & TRUST	7711 PLANTATION RD.		SALEM	VA	24153	(540) 387-0223
VM14796	BANCTEC SERVICE CORP	110 E MAIN ST		SPRINGFIELD	VA	22151	(703) 425-4154
MARK BRODERSON		8001 FORBES PLACE	SUITE 105				

FLAIR VM 15945	INWOOD NATIONAL BANK	7621 INWOOD ROAD	DALLAS	TX	76209	(214) 359-526
BUSBY VM14973	SCFCU	7820 BELTLINE (BASEMENT)	DALLAS	TX	75244	(972)861-3200
BYRON BOULTER	BSC	8939 DIRECTORS ROW	DALLAS	TX	75247	214 688-1466
BOLTON VM 14971	1ST NATIONAL BANK DECATUR	308 W. MAIN ST.	DECATUR	TX	76234	840-627-2191
GERWICK VM# 14982	GTE/DFW	UNDER #5 3RD	DFW AIRPORT	TX	75261	(972)453-0457
MGR/BANCTEC CE	FIRST BANK & TRUST	104 N TEMPLE	DIBOLL	TX	75941	(281)448-0116
PLANT 2	NATIONAL PROCESSING COMPA	29-A BUTTERFIELD TRAIL	EL PASO	TX	79906	(915)585-6981
CARRILLO VM 14910	BANCTEC SOT	8455 HILLER BLDG B	EL PASO	TX	78925	(915)591-5804
C/O HUD	BANCTEC SERVICE CORP	1800 THROCKMORTON 7TH FL	FORT WORTH	TX	76102	(817)885-5481
GAFFNEY	BANCTEC/BNSE	2101 LOU MENK DR	FORT WORTH	TX	76131	
NELSON 14934	MILLS COUNTY STATE BANK	1017 PARKER	GOLDTHWAITE	TX	76844	(915)648-2216
BSC CE JAMES	HARLINGEN NATIONAL BANK	115 E VAN BUREN DEPT EOP	HARLINGEN	TX	78550	(713)894-7423
GAONA	BSC/ HOLD FOR PICK UP AIR	3302 HERITAGE WAY	HARLINGEN	TX	78500	(856) 428-618
DOMINIC CROLL	TEXAS BANK	918 E TYLER SUITE A	HARLINGEN	TX	78550	(956)423-6182
VM 16886	HEREFOD STATE BANK	1120 HIGHWAY 79 NORTH	HENDERSON	TX	75652	(803)947-2231
THOMAS	COMMUNITY NATIONAL BANK	212 E THIRD	HEREFORD	TX	79045	(808)467-4599
HAY	AMERICAN CAPITOL INSURANC	5102 AVE M	HONDO	TX	78861	(210)498-1943
VM15134	EDS - HOUSTON	10555 RICHMOND AVE	HOUSTON	TX	77042	(713)974-2242
BSC/CE	MOODY BANK	1301 TRAVIS RM 950	HOUSTON	TX	77002	(713)654-5802
CE	BANCTEC SERVICE CORP.	1301 TRAVIS SUITE 430	HOUSTON	TX	77002	(713)654-8342
TO PARTS	FEDERAL RESERVE BANK	16800 IMPERIAL VALLEY DR	HOUSTON	TX	77080	(281) 448-011
DEXTER	CHARTER COMMUNICATIONS	16800 IMPERIAL VALLEY DR SUITE 180	HOUSTON	TX	77060	(281)448-0283
VM15112	DEPT OF STATE SUITE # 11	1701 SAN JACINTO	HOUSTON	TX	77002	(713)652-1587
BRIMBERRY/VM15114	FIRST BOSTON	17100 EL CAMINO REAL	HOUSTON	TX	77058	
HUNG TRINH	TEXACO REFINING AND MARKE	AGENCY	HOUSTON	TX	77002	(713)209-3190
PATRICK J. SIMON	SOUTHWEST BANK OF TEXAS	3030 TEXAS COMM TOWER 30TH FL	HOUSTON	TX	77002	(713)220-6700
DEXTER	TCB	330 BARKER CYPRESS RD RM108	HOUSTON	TX	77084	(713)647-1865
STRICKLAND	COMPASS BANK	400 POST OAK PKWY	HOUSTON	TX	77027	(713)235-8881
BANCTEC CE	TEXAS CREDIT UNION / 3690	601 TRAVIS ST	HOUSTON	TX	77002	(713)260-2203
BANCTEC CE ZEKE	BK TX	E SLOAN	HOUSTON	TX	77002	(281)448-0294
SMITH	CMR SOUTHWEST BELL	7050 PORTW DR SUITE # 100	HOUSTON	TX	77210	(713)867-1017
STRICKLAND	BANK ONE TEXAS	7135 OFFICE CITY DR SUITE 140	HOUSTON	TX	77067	(713)644-0282
BANCTEC CE	BANK ONE TEXAS	8820 W HEMER	HOUSTON	TX	77063	(713)280-2203
CE/DAVID SMITH	EDS - LOS COLINAS ITE	9051 PARK W	HOUSTON	TX	77063	(713)972-7144
CE/800-219-1438 PGR	NATIONAL CITY PROCESSORS	909 FANNIN	HOUSTON	TX	77010	(713)761-8952
VM 14978	BANCTEC	2220 CHEMSEARCH DR	IRVING	TX	75082	(972)508-4434
MIKE ERHARDT	STATE FARM INSURANCE	2821 W AIRPORT FREEWAY SUITE 232	IRVING	TX	75082	(214)659-0038
BORGAN VM 16370	PEDERNALES ELECTRIC CO.	2701 E GRAUWYLER BLDG ONE	IRVING	TX	75061	(972)579-5970
EARLTON	HEWLETT COMPUTER SERVICE	8225 BENT BRANCH DR	IRVING	TX	75063	(972)969-7410
FLAIR VM 15945	KELLER STATE BANK	200 AVE E	JOHNSON CITY	TX	78638	(831)868-7155
VM 14978	HOLD FOR PICK UP AIRBORNE	218 FM2280	KEENE	TX	76033	(817)841-3366
MARK C/JNGEN/PEEL	BSC TECH	217 N MAIN ST	KELLER	TX	76248	(817)379-5040
WILLIAM	COMMUNITY NATIONAL BANK	8002 N BIRCH	LUBBOCK	TX	79401	(806)748-8828
CELAWTON TAYLOR	FIRST NATIONAL BANK OF TE	2507 EARHART HOLD AT AIRBORNE	MIDLAND	TX	79711	
BOLTON VM 14971	NATIONAL BANK OF COMMERCE	601 EAST FLORIDA	MIDLAND	TX	79701	
GLADYS	C/O TDHS ATTN. JONET HARG	6851 NE LOOP 820 SUITE # 100	N.RICHLAND HILLS	TX	76180	
WARREN KING		1224 NORTH HOBART	PAMPA	TX	79065	(806) 655-002
		5960 9th AVE	PORT ARTHUR	TX	77642	(409)982-2001

REGONALD	3707 CHIEF VAN RD	CHATTANOOGA	TN	37406	(770)928-3489
/REGONALD	537 CHERRY ST	CHATTANOOGA	TN	37402	(770) 928-349
WICK VM14179	710 NASHVILLE PIKE	GALLATIN	TN	37088	(615)452-8000
BURCHETTE	105 BONNABROOKE DR	HERMITAGE	TN	37076	615-865-5416
BSC TECH	300 SUNSET DR	JOHNSON CITY	TN	37804	
CENTER	4540 WALKER BLVD	KNOXVILLE	TN	37917	(423)688-0035
NICHOLAS WHITT	515 MARKET ST	KNOXVILLE	TN	37902	(423)546-2303
WICK VM14179	400 HWY 52 BYPASS WEST	LAFAYETTE	TN	37083	
14179	623 WEST MAIN ST	LEBANON	TN	37087	(502) 961-039
BANCTEC CE	200 EAST BROADWAY	LENOIR CITY	TN	37771	(615) 866-354
STEVE WICK 14179	100 WEST HIGH STREET	MANCHESTER	TN	37355	
LAY/9807	1638 POINT 30	MARYVILLE	TN	37802	(423)378-4591
BANCTEC CE	200 N MAIN ST	MEMPHIS	TN	38103	(901)579-2488
ATTN JACK BROWN	2862 DIRECTORS COVE	MEMPHIS	TN	38131	(901)395-8611
JEFF FLETCHER	OPERATIONS	MEMPHIS	TN	38118	(901)542-7074
FLETCHER	FL	MEMPHIS	TN	38116	(901)922-1888
WICK VM14179	1891 N. MT. JULIET RD	MT. JULIET	TN	37122	
STEVE WICK VM14179	207 ELM STREET	SHELBYVILLE	TN	37160	
STEVE WICK VM14179	120 NORTH JACKSON	TULLAHOMA	TN	37388	
WICK VM 14179	340 WEST LINCOLN	TULLAHOMA	TN	37398	
STEVE WICK VM14179	201 SOUTH MAIN STREET	WAYNESBORO	TN	36485	
JULIE BECKER	1018 NORTH 5TH ST	ABILENE	TX	78601	(915)677-8667
THOMAS/606-467-4599	2518 BRITAN	AMARILLO	TX	79109	(806)374-0788
DUNCAN VM 15085	500 E BORDER ST 12TH FL	ARLINGTON	TX	76010	(817)856-5287
GODFREY/DAVID	#101	AUSTIN	TX	78711	(512)462-5984
NEFF	7901 CAMERON RD BLDG 3 STE 100	AUSTIN	TX	78754	(512)491-0102
BANCTEC CE	AIRBORNE)	AUSTIN	TX	78719	(512)491-0102
TOWNSEND	1801 PARKWOOD STATION G	BEDFORD	TX	76021	(817)884-8630
SMITH	4800 FOURNACE PLACE RMC220	BELLAIRE	TX	77401	(713)432-2883
MONTOVA	(6575 W LOOP S SUITE 580	BELLAIRE	TX	77401	(713)680-8801
VM15117	2211 SOUTH DAY	BREHMAN	TX	77833	(409) 251-610
JIM MCCABE	1221 CHAMPION CIRCLE	CARROLLTON	TX	75005	972 919 9021
CENTER	1221 CHAMPION CIRCLE SUITE 105	CARROLLTON	TX	75006	(972)919-9012
CABAN VM 14975	1505 LUNA RD STE 202	CARROLLTON	TX	75006	(972)466-1790
COOKSEY	115 SHELBYVILLE	CENTER	TX	75935	(409)841-8837
FLAIR VM 15945	1405 SECURITY DR	CLEBURNE	TX	76031	(617)641-3766
HOLD FOR PICKUP	3205 LONGMIRE DR	COLLEGE STATION	TX	77840	
VM14936	521 GLENOAK ST	CORPUS CHRISTI	TX	78416	(512)854-6685
PHILLIP BOX	10780 STEMMONS	DALLAS	TX	75220	(214)352-6115
LEAGUE VM 14968	14240 MIDWAY	DALLAS	TX	75244	(972)982-2659
TOWNSENS	1500 DRAGON ST SUITE A	DALLAS	TX	75207	(214)651-2735
TOUGHREED VM 15911	1910 PACIFIC ST 7TH FL STE 700	DALLAS	TX	75201	(214)953-0374
GIPSON	1989 BRYAN 12TH FL	DALLAS	TX	75201	(214)980-7011
CRYER	RM1400	DALLAS	TX	75202	(214)464-4327
CE/ROBERT ADKINSON	2647 MANNA DRIVE	DALLAS	TX	75220	
	3100 MCKINNON 5TH FL	DALLAS	TX	75201	(214)954-3759
	4495 SPRING VALLEY	DALLAS	TX	75244	(214)688-1482
DUNCAN	717 HARWOOD SUITE 200	DALLAS	TX	75201	(214)721-2253

QUIGLEY VM14417	THE FIRST NATIONAL BANK	128 LACKAWANNA AVENUE	OLYPHANT	PA	1422	(570)489-1038
QUIGLEY VM14417	CITIZEN'S BANK AND TRUST	372 DELAWARE AVENUE	PALMERTON	PA	18171	(610) 828-245
BANCTEC CE	HUD	100 PENN SQUARE E 10TH FL	PHILADELPHIA	PA	19107	(215)656-0819
BANCTEC CE	AIRBORNE EXPRESS/BANCTEC	1101 N DELAWARE	PHILADELPHIA	PA	19125	(215)428-4710
IAQUINTO VM14406	MELLON BANK	7TH & FILBERT ST	PHILADELPHIA	PA	19106	(215)553-0832
GEORGE WHITE	PNC BANK	8801 TINICUM BLVD	PHILADELPHIA	PA	19153	(215)749-5163
SCHULMAN VM14514	NATIONAL CITY BANK OF PIT	116 ALLEGHENY CENTER	PITTSBURGH	PA	5356	(412)442-0420
CLIFF ALBERTE	MELLON BANK	2806	PITTSBURGH	PA	15259	(412)234-1728
WEHAR VM 14518	ASPEN SYSTEMS GEN V / DEL	411 7TH AVE	PITTSBURGH	PA	15219	(412)361-7897
BONET / 14491	PITTSBURGH NATIONAL BANK	960 FT DUQUESNE BLVD	PITTSBURGH	PA	15222	(412)782-8718
WISE VM14520	PNC BANK	984 FT DAQUESNE BLVD	PITTSBURGH	PA	15285	(412)782-2981
JONES VM18125	C/O MELLON BANK	THREE MELLON BANK CENTER	PITTSBURGH	PA	15259	(412) 234-655
QUIGLEY VM14417	PENGUIN PITTMAN PUBLISHIN	1 COMMERCE RD	PITTSBURGH	PA	15259	(412) 234-655
LERMAN VM14411	BERKS COUNTY BANK	601 PENN ST	READING	PA	19801	610-685-1413
BOCK	BANCTEC/LARRY BOCK	2604 FERNWOOD	ROSLYN	PA	19001	(215)884-4011
TOOMEY VM14770	ORRSTOWN BANK	LURGAN AVENUE	SHIPPENSBURGH	PA	17257	(717)530-2616
BANCTEC CE/	FIRST NATL BANK OF SLIPP	110 ARROWHEAD DR	SLIPPERY ROCK	PA	19057	(412)442-0420
BECK	AIRBORNE EXPRESS/BANCTEC	603 GENERAL WASHINGTON	TROOPER	PA	19401	(610)538-4203
ALLISON VM14388	FIRST NATIONAL BANK OF CH	1000 MADISON AVE	VALLEY FORGE	PA	19482	(610)650-8816
BROWN VM15015	BLAIR CORP	220 HICKORY ST	WARREN	PA	16366	(614)726-6127
BROWN VM15016	NORTHWEST MUTUAL SAVINGS	SECOND & LIBERTY	WARREN	PA	16365	(412) 391-789
FARIO	LOCKHEED MARTIN - EIS	595 SWEDESFORD ROAD	WAYNE	PA	19087	610-354-7988
RADLE VM14417	SOCIAL SECURITY ADMINISTR	1150 E MOUNTAIN DRIVE	WILKESBARRE	PA	16702	(570) 831-158
LERMAN VM14411	C/O PEOPLES BANK	109 LEADER HEIGHTS ROAD	YORK	PA	17403	(717) 747-153
SANTANA VM14889	BBV	CARR 174 CENTRO MNILLAS	BAYAMON	PR	00658	(787)762-5060
VALEZ VM14889	R & G FEDERAL SAVINGS BAN	LOT #40 AVENIDA SANTA MARIA	BAYAMON	PR	00626	(787)288-8001
OTERO	BANCTEC C/O COMPUTERLAND	INDUSTRIAL PAR	SAN JUAN	PR	00928	787-754-8424
DEVEAU VM14433	EMPIRE CORP FCU / U.T	89 JEFFERSON BLVD	WARWICK	RI	02888	(401)785-0600
FELDER VM14885	COLUMBIA TARTAN	13 ROLLING HILLS COURT	COLUMBIA	SC	29210	(803)771-3205
BANCTEC CE	WACHOVIA BANK	1628 BROWN RD	COLUMBIA	SC	29210	(704)423-3240
NESTER VM14894	SOUTH CAROLINA NATIONAL B	1628 BROWNING RD	COLUMBIA	SC	29210	(800)706-7458
NESTER	SOUTH CAROLINA NATIONAL B	PROCESSING DEPT	COLUMBIA	SC	29210	(800)706-7458
BANKS VM14655	SOUTHEASTERN FREIGHT	6714 BROOKFIELD RD	COLUMBIA	SC	29208	(803)782-1350
MCLEMORE VM16174	BANCTEC C/O GARY MCLEMORE	205 PINE SHADOW DR	GOOSE CREEK	SC	29445	(704)423-3240
VM 18045	METLIFE / BANCTEC	30 PATEWOOD DR	GREENVILLE	SC	29615	770-813-5921
P/U	AIRBORNE EXPRESS 2 DISTRI	ROUTE 10 BATESVILLE	GREER	SC	29650	(803)771-3205
JEREMY GATTIS	BANCTEC C/O JEREMY GATTIS	130 CRESSFIELD RD	IROMO	SC	29063	(704) 423-324
BANKS VM14655	PALMETTO BANK	301 HILLCREST DR	LAURENS	SC	29360	(843)884-8342
ROUTMAN VM14807	THE BANK OF YORK	13 W LIBERTY ST	YORK	SC	29745	(803)684-2265
PARLEN IN T VELD	PIONEER BANK AND TRUST	700 STATE STREET	BELLE FOURCHE	SD	57717	605-692-2536
SANDERSON VM15386	1ST NATIONAL BANK OF BROO	2220 6TH STREET	BROOKINGS	SD	57006	(605)686-2281
BANCTEC/CE	BANK WEST	420 S PIERRE ST	PIERRE	SD	57501	(605)946-3802
CARTER/VM 15378	FIRST AMERICAN BANK	133 S MAIN ST	SIoux FALLS	SD	57104	(605)978-1140
BANCTEC CE	BANCTEC / AIRBORNE	18 WEST WEATHER LANE	SIoux FALLS	SD	57104	(612) 728-928
15380	CITIBANK	701 E 60TH ST N	SIoux FALLS	SD	57104	(605)331-7381
BSC/CE	FIRST DAKOTA NATIONAL BAN	225 CEDAR ST	YANKTON	SD	57078	(605)665-4830
BANCTEC REP	FIRST TENNESSEE ALCOA	217 S RANKIN RD	ALCOA	TN	37701	(423)981-3110
BANCTEC REP	BILL COVINGTON	2981 N STAR DR	BARTLETT	TN	38134	(901)373-6262

GERALD MCCONNELL	THE FIRST NATIONAL BANK A	105 NORTH MAIN STREET		NOWATA	OK	74048	(918) 273-122
MCCULLOUGH VM#	BANK ONE	20 N BROADWAY 2ND FL		OKLAHOMA CITY	OK	73102	
THOMAS POLANSKY	BANK OF OKLAHOMA	201 ROBERT S KERR RD	PROCESSING	OKLAHOMA CITY	OK	73102	(405)272-2185
DWAYNE LANCASTER	GLOBE LIFE INSURANCE	204 NORTH ROBINSON		OKLAHOMA CITY	OK	73184	(405)270-1275
THOMAS POLANSKY	NATIONS BANK	211 N ROBINSON	SOUTH TOWER	OKLAHOMA CITY	OK	73102	(405)232-3098
THOMAS POLANSKY	NATIONS BANK	TOWE		OKLAHOMA CITY	OK	73102	(405)232-3099
DWAYNE LANCASTER	OKLAHOMA TAX COMMISSION	2501 LINCOLN	3RD FLOOR	OKLAHOMA CITY	OK	73128	(405)521-4032
UHRYNOWYCZ	OKLAHOMA TAX COMMISSION	2501 NORTH LINCOLN	SUBBASEMENT	OKLAHOMA CITY	OK	73184	
ZONDR	BANCTEC SERVICE CORP	4300 HIGHLINE BLDG C	SUITE 245	OKLAHOMA CITY	OK	73108	
ZONDR	C-TEQ/OKLAHOMA	6111 NW 2ND ST		OKLAHOMA CITY	OK	73127	(405)495-2130
HEFFINGTON	CONOCO INC.	1000 S PINE BLDG 138-P		PONCA CITY	OK	74601	(405)767-5493
NINKE/TOM ELLISON	MET LIFE	12902 E 51ST ST		TULSA	OK	74134	(918)496-4107
GERALD MCCONNELL	PEOPLES STATE BANK	445 SOUTH LEWIS AVE		TULSA	OK	74104	(918) 496-228
ELLISON	FIRST DATA CORP	4500 S 128TH E AVE		TULSA	OK	74134	(918)841-4107
BANC TEC CE	ARVEST BANK OPERATIONS	4916 E 66TH N		TULSA	OK	74117	
CONNELLY/BANCTEC	BANCTEC	5200 S YALE SUITE 500		TULSA	OK	74135	(918)591-8673
MCCONNELL/VM15025	C-TEQ	5555-A EAST 41ST ST		TULSA	OK	74135	
ELLISON	GITGO	6130 S YALE 9TH FL RM603		TULSA	OK	74136	(918)495-4612
JOE BOUDREAU	EDS TULSA	8120 E 46 ST		TULSA	OK	74146	(918)622-8924
BANCTEC REP.	SUN OIL CO.	907 S DETROIT ST RM500 B2		TULSA	OK	74120	(918)588-8055
JOE BOUDREAU	BANK OF OKLAHOMA WILLIAMS	BOK TOWER 14TH FL		TULSA	OK	74192	(918)588-8032
MARKET	FIRST CONSUMER'S NATIONAL	PROCESSING		BEAVERTON	OR	97005	(503)350-2704
REP/BS/SUSAN	CITIZENS BANK	275 SW 3RD STREET		CORVALLIS	OR	97333	(503)849-8656
LAURIE SARRAZIN	INLAND EMPL. BANK	101 E MAIN		HERMISTON	OR	97638	
REMITTANCE/BANCT	PACIFIC POWER & LIGHT	1033 NE 6th AVE		PORTLAND	OR	97232	(503)813-8779
KLINE	BANCTEC	111 SW 5TH AVE	SUITE 1090	PORTLAND	OR	97204	(503)350-2704
MURPHY	U.S.BANK ORC 538	17650 N E SANDY BLVD		PORTLAND	OR	97230	(503)254-5128
BANCTEC REP.	BANK OF AMERICA	2626 S W FIRST ST DEPT 2848		PORTLAND	OR	97201	
BSC/DAVE DELGADO	HUD	400 SW 6TH AVE RM700		PORTLAND	OR	97204	(503)484-7316
BANCTEC REP.	DOUGLAS NATIONAL BANK	555 SE KANE PROOF DEPT		ROSEBURG	OR	97470	(541)440-2849
BANCTEC CE	OREGON VETERAN ADMINST.	700 SUMMER ST		SALEM	OR	97310	(503)373-2300
JETT/VM14339	METLIFE/BS	871 MARCON BLVD		ALLEN TOWN	PA	18103	(800)247-2878
UP/KEITH STINE	BANCTEC/AIRBORNE EXPRESS	625 ROCKY GLENRD		AVOCA	PA	18614	(717)883-1480
POLEK	MINERALS TECHNOLOGY INC.	1 HIGHLAND AVE		BETHLEHEM	PA	18017	(608)665-6289
BANCTEC/Ed Allison	J&B SOFTWARE	100		BLUE BELL	PA	19422	(215)641-1500
QUIGLEY VM14417	PIONEER AMERICAN BANK	41 N MAIN ST		CARBONDALE	PA	18407	(570)282-2882
FRANKZ VM14748	CLEARFIELD BANK & TRUST	PO BOX 171	STREET	CLEARFIELD	PA	16830	(614) 765-755
GEORGE VM14403	PRUDENTIAL INSURANCE	TURNPIKE		DRESHER	PA	19025	(215)784-2119
BERMAN VM14411	FIRST NATIONAL BANK	MAIN AND FRANKLIN		FLEETWOOD	PA	19522	(610)391-8768
LAUBER VM14506	BANCTEC	4601 LOCUST LN	SUITE 204	HARRISBURG	PA	17109	(717)540-1440
QUIGLEY VM14417	DIME BANK	120 SUNRISE AVE		HONESDALE	PA	18141	(570) 253-600
GEORGNICH	JOHN GEORGEVICH	118 KEPPLER DR		HONESTOWN	PA	15905	
BANCTEC CE	LOCKHEED/MARTIN - ASTRO V	230 GODDARD BLVD BLDG 100		KING OF PRUSSIA	PA	19406	(412)543-1125
WEHAR VM14519	MERCHANTS NATIONAL BANK	222 MARKET ST	2ND FLOOR	KITTANNING	PA	16201	(412)537-9043
WISE VM14520	COMMERCE NATIONAL BANK	900 LIGONIER ST		LATROBE	PA	15650	(412)373-8828
WISE VM14520	PARKVALE SAVINGS	4220 WILLIAM PENN HIGHWAY		MONROEVILLE	PA	15146	(610)888-7814
BANCTEC CE /	ROYAL BANK OF PA	732 MONTGOMERY AVE		NAZERTH	PA	19072	(215)497-1896
CE/GEORGE JONES	LOCHEED MARTIN / COMMING	100 CAMPUS DR BLDG P5B		NEWTOWN	PA	16940	

SHAWN TROUT	INDEPENDENCE SAVINGS BANK	1 DUPONT ST	ROOM 203	PLAINVIEW	NY	11803	(516) 349-188
GADAUSKJE4166	BANCTEC / AIRBORNE HOLD	505 AIRPORT WAY AIR FREIGHT		ROCHESTER	NY	14624	(315)986-1417
BANCTEC CEAL LYLE	BANCTEC C/O AIRBORNE EXPR	605 AIRPORT WAY		ROCHESTER	NY	14624	(315)986-4512
SHAO VM14684	SLEEPY HOLLOW NATIONAL BA	49 BEEKMAN AVE		SLEEPY HOLLOW	NY	10591	(914)631-5200
HUHTA VM14539	TIOGA STATE BANK	1 MAIN ST	CZERENDA	SPENCER	NY	14883	(607)589-7442
PATTERSON	NIAGARA MOHAWK POWER	EREE		SYRACUSE	NY	13202	(315)428-3452
ELLIOTT VM14531	CHASE MANHATTAN BANK	6040 TARBELL RD		SYRACUSE	NY	13206	(315) 433-250
WEST	BSC C/O LOCKHEED MARTIN	PKWY		SYRACUSE	NY	13221	(315)458-2009
DESADCA	MELIFE / BANCTEC	500 JORDAN RD COMPUTER RM		TROY	NY	12180	(518)355-9735
MAHADEO VM14476	EUROPEAN AMERICAN BANK	1 EAB PLAZA	2888	UNIONDALE	NY	11555	(516)286-5146
SHAWN TROUT	EUROPEAN AMERICAN BANK	EAB PLAZA DEPT 2800	PROCESSING	UNIONDALE	NY	11555	(516)286-5238
KAMINSKI VM14502	FINANCIAL INST.	220 LIBERTY		WARSAW	NY	14569	(716)786-1118
RUSSO VM14481	AFFILIATED COMPUTER SERVI	1000 WOODBURY RD	LOWER LEVEL	WOODBURY	NY	11797	(516)496-6728
FORRESTER VM14379	TOM FORRESTER	202 KEMBEL AVE		YONKERS	NY	10704	(914)776-1954
SHAO VM14484	HUDSTON VALLEY BANK	21 SCARSDALE BANK		YONKERS	NY	10707	(914)788-8802
LEIBOLD VM14209	FIRSTAR BANK SERVICES	929 MARKET PLACE		BROADVIEW	OH	44147	(440) 546-248
ROBERT WILEY	DATA DIRECTIONS	6275 EASTLAND RD.	SUITE B184	BROOKPARK	OH	44142	(216) 382-590
ROBERT WILEY	OHIO POWER COMPANY	420 FOURTH STREET SW		CANTON	OH	44702	(330)438-7186
WAGNER	BANCTEC	6052 WILMINGTON PIKE	DEPT. 455	CENTERVILLE	OH	7008	()
WAGNER	BANCTEC	PMB 455	WILMINGTON	CENTERVILLE	OH	7008	()
LANCE ANDERSON	BANCTEC	106 WEST FOURTH ST SUITE 704		CINCINNATI	OH	45202	()
CE/DAVE WARNE	FIFTH THIRD BANK	38 FOUNTAIN SQUARE	#109032	CINCINNATI	OH	45202	(613) 744-810
HARVEY TAGGART	R L POLK	400 PIKE ST	COMPUTER RM	CINCINNATI	OH	45202	(612)667-5227
SHONK VM14686	C/O PROVIDENT BANK	925 DALTON	MAIL STOP 431F	CINCINNATI	OH	45203	(513)483-4003
CROCK VM14200	SEARS	13200 SMITH RD	ROOM	CLEVELAND	OH	44130	(440) 843-524
ROBERT FOSTER	KEY BANK	2025 ONTARIO AVE	ROOM	CLEVELAND	OH	44114	(216)689-9569
PRIOLETTI VM14213	C/O NATIONAL CITY BANK	4100 WEST 150TH ST	PROCESSING	CLEVELAND	OH	1369	(216)478-5336
LOPEZ	AMERITECH/BANCTEC	45 ERIEVIEW PLZ RM701		CLEVELAND	OH	44114	(216)822-1480
RICE	AMERITECH/BANCTEC	150 E GAY ST MEZ-B		COLUMBUS	OH	43215	(614)223-6110
HATA	SEARS	1500 BOLTON FIELD RD		COLUMBUS	OH	43228	(614)853-6372
ERNEST OLIVAREZ	NATIONAL CITY BANK	770 W BOARD ST	LOCK BOX	COLUMBUS	OH	43222	(614)464-7301
BANCTEC REP.	MARATHON OIL	539 MAIN ST RM2B7M		FINDLAY	OH	45940	(419)421-3412
CARDER VM14154	AREA FINANCIAL SERVICES	840 GRAHAM DR		FREMONT	OH	43420	(419)334-3506
BANCTEC CE	MARION BANK	111 S MAIN ST		MARION	OH	43301	()
HARVEY TAGGART	FEDERATED ALLIED CREDIT S	4900 PKWY DR SUITE 190	SUITE 190	MASON	OH	45040	(513)573-2277
SHONK VM14688	C/O STAR FIRSTAR BANC SER	4850 SMITH RD	(SORTER RM)	NORWOOD	OH	45212	(513)841-5175
BANCTEC/CE	BANCTEC	11289 STONECREEK DRIVE N.W.	SUITE 207	PICKERINGTON	OH	43147	(614)577-9293
WILKINSON VM14609	FARMER BANK SAVING UNIV	211 W 2ND ST		POMEROY	OH	45769	(614)992-2136
WARNER	BANCTEC	340 CLEVELAND AVE BLDG 370		WESTERVILLE	OH	43081	(614)244-3788
PRE/ARNOLD ALLEN	C/O BANC ONE SERVICES	370 SOUTH CLEVELAND AVE		WESTERVILLE	OH	43081	(614)244-2555
BANCTEC REP.	ARNOLD ALLEN	423 S HIGHLAND	CAPTURE BLDG	WESTERVILLE	OH	43081	(614)244-2555
BANCTEC CE	PHILLIPS PETROLEUM	498 F ADAMS BLDG	ADA	BARTLESVILLE	OK	74820	(405)332-8044
BANCTEC CE	PHILLIP 66	CREDIT CARD CTR-403 ADAMS BLDG		BARTLESVILLE	OK	74004	(918)361-6924
BANCTEC CE	BANK OF COMMERCE	1490 NORTH HIGHWAY 68		CATOOSA	OK	74004	(918)336-1271
WILSON	RCB BANK SERVICES	300 W PATTI PAGE BLVD		CLAREMORE	OK	74016	()
GERALD MCCONNELL	FIRST NATIONAL BANK	305 WEST TRUDGEON		HENRYETTA	OK	74018	(918)342-7292
CE ALLEN	DATA PROCESSING, INC.	500 MONTGOMERY SQUARE		LAWTON	OK	74437	(918) 652-445
STROUD/JANEEN	ARMSTRONG BANK	1111 W BROADWAY		MUSKOGEE	OK	73502	(580) 355-358
					OK	74402	918-680-6800

NAME	ADDRESS	CITY	STATE	ZIP	PHONE
SHAWN TROUT	51 MERCEDES WAY	EDGEMOOD	NY	11717	(616)254-7701
CEWALTER BLAIS	INDUSTRIAL	ELMSFORD	NY	10523	(914)592-0055
GARCIA VM14472	300 WESTAGE BUSINESS CTR STE 310	FISHKILL	NY	12524	
SCHEENING VM14552	40-1416 MAIN ST	FLUSHING	NY	11354	(718) 888-522
SHAWN TROUT	250 GLEN ST	GLEN FALLS	NY	12801	(518)745-1000
CORNISH VM14526	10 GLEN HEAD RD	GLEN HEAD	NY	11545	(516)759-3461
QUARANTA VM14479	161 MAIN STREET	GROTON	NY	13013	(607)898-5871
GARCIA VM14472	440 MAMARONECK AVE	HARRISON	NY	10528	(914)898-0710
GARCIA VM14472	175 E OLD COUNTRY RD	HICKSVILLE	NY	11801	(516)545-3632
KAMINSKI VM14502	1040 WAVERLY AVE	HOLTSVILLE	NY	11779	(516)854-8223
SHAO VM14484	82 MAIN STREET	HORNELL	NY	14843	(607)324-8561
CORNISH VM14526	10 BOICE RD	HYDEPARK	NY	12538	(914)876-4011
GALPERT VM14471	DRYDEN RD	ITHACA	NY	14850	(607)347-2287
SHAO VM14484	75-20 ASTORIA BLVD 3RD FL	JACKSON HEIGHTS	NY	11370	(516)349-1880
SHAO VM14484	106 PINE BRIDGE RD PRICE BLDG	MARYKNOLL	NY	10548	(914)941-7636
BANCTEC CE /	11 WARDS LN	MENANDS	NY	12204	(518)388-1178
COE VM14287	FRANKLIN AVE	MILLBROOK	NY	12545	(914)677-5321
CTR/TOM	1779 PARMY RD	MOHEGAN LAKE	NY	10547	(914)526-2325
COLOSSI198	180 GENESEE ST	NEW HARTFORD	NY	13413	(315)734-2184
MORRIS YUTKOVICH	1 NEW YORK PLAZA	NEW YORK	NY	10282	(212)778-3182
ADELBERT SERRANO	1 NORTH END AVE, SUITE 205	NEW YORK	NY	10282	(212) 228-208
ADELBERT SERRANO	11 MADSON AVE LEVEL 1-B	NEW YORK	NY	10010	(212)325-2063
CEO/JEMP TAFAWA	1180 6TH AVE	NEW YORK	NY	10036	(212)943-2921
GORMAN/BANCTEC	136 E 57TH ST 3RD FLOOR	NEW YORK	NY	10022	
BSC/CE BILL KO	136 EAST 57TH STREET 3RD FLOOR	NEW YORK	NY	10022	(212)408-0563
ROESLER VM14312	1615 BROADWAY ROOM 3535	NEW YORK	NY	10036	(212)258-5096
MORRIS YUTKOVICH	1633 BROADWAY 14TH FL	NEW YORK	NY	10019	(212)708-1653
TAROMINA	200 PARK AVE 6TH FL	NEW YORK	NY	10166	(212)578-5992
CORP /12TH FLOOR	230 WEST 41ST ST	NEW YORK	NY	10036	(212)730-3261
FOOTE	235 CANAL ST	NEW YORK	NY	10013	(212) 219-900
GREWE VM14300	26 FEDERAL PLAZA 35TH FL RM106	NEW YORK	NY	10278	(212)284-0375
NELSON FARROW	33 WHITEHALL ST	NEW YORK	NY	10004	(212)958-4286
RANDY CHU	376 HUDSON ST	NEW YORK	NY	10014	(212)208-3035
ROESLER VM14312	4 IRVING PLACE	NEW YORK	NY	10003	(212)460-6635
GREWE VM14300	4 NEW YORK PLAZA	NEW YORK	NY	10041	(212)623-3631
PHIL DURET / BSC	405 LEXINGTON AVENUE 20TH FL	NEW YORK	NY	10174	212 878 1856
NELSON FARROW	450-460 WEST 33RD ST	NEW YORK	NY	10001	(212)657-1376
DEE/VM14305	5 EAST 42ND ST	NEW YORK	NY	10017	(212)850-4342
COLOSSI/BSC FIELD	5 WORLD TRADE CTR 7TH FL	NEW YORK	NY	10048	(212)322-1919
ROESLER VM14312	55 WATER ST	NEW YORK	NY	10041	(212)638-5259
GREWE VM14300	550 MADISON AVE ROOM 1294	NEW YORK	NY	10022	(212)633-6287
RICHARD DROTAR	575 LEXINGTON AVE SUITE 1800	NEW YORK	NY	10022	(212)418-8876
BANCTEC CE	76 BEAVER ST	NEW YORK	NY	10005	(212)943-1188
BERGER VM15925	98 MADISON AVE	NEW YORK	NY	10016	(212)532-4444
DESACIA VM14528	245 MAIN ST	ONEONTA	NY	13820	(607)433-4140
	5950 AIR	ORISKANY	NY	13424	(315)792-8620
	120 ARLINE ST	ORISKANY	NY	13424	(315)768-2212
	CHURCH STREET RT 198	PINE PLAINS	NY	12567	518-388-5000

DONELLAN VM14377	FIRST UNION BANK / NJ2252	100 FIDELITY PLAZA	LOCKBOX	NORTH BRUNSWICK	NJ	08905	(732)246-3452
MUSSARRA VM14388	UNITED PARCEL SERVICE / B	175	B-175	PARAMUS	NJ	07652	(201)828-6442
MUSARRA VM14388	PEAPACK-GLADSTONE BANK	MAIN ST		PEAPACK	NJ	07834	(908)719-4313
MARSHALL	BSC/ C/O FIRST BOSTON	CTR		PRINCETON	NJ	08540	(609)768-6852
STRAUSS VM14396	QUESTPOINT (CGW/CASH FLEX	365 W PASSAIC ST MARCH 1 BLDG		ROCHELLE PARK	NJ	07862	(201)943-7500
DENNISON	AIRBORNE EXPRESS/BANCTEC	155 8TH AVE		RUNNEMEDE	NJ	08078	(609)786-6690
TRAVERS VM16531	FIRST NATL BANK OF CHICA	300 HARMON MEADOW BLVD		SECAUCUS	NJ	07094	(201)865-810
DONELLAN VM14377	SHREWSBURY STATE BANK	457 BROAD ST		SHREWSBURY	NJ	07702	(732)842-7591
	IBWASSOCIATES	9G		SOUTH KEARNEY	NJ	07032	
STRAUSS VM 14396	REGULUS / BANCTEC	40 CRAIGWOOD ROAD	/ BANCTEC CE	SOUTH PLAINFIELD	NJ	07080	(908) 546-575
BRESSLER VM14387	PS&G	5 CENTURY LANE		SOUTH PLAINFIELD	NJ	07080	(908)688-3852
/KENNETH KUSANT	KENNETH KUSANT	57 RITTENHOUSE RD		STOCKTON	NJ	08559	(609) 397-251
MUSARRA VM14388	SHER DISTRIBUTING CO	8 VREELAND AVE		TOTOWA	NJ	07512	(973)266-4050
STRAUSS VM14396	ELIZABETH TOWN GAS CO	1 ELIZABETH TOWN PLAZA		UNION	NJ	07083	(908)288-5114
MINDY BAKER	MINOTOLA NATIONAL BANK	614 UNION RD		VINELAND	NJ	08360	(609) 794-799
STRAUSS VM14396	NEW JERSEY NATURAL GAS CO	1415 WYCKOFF RD	PROCESS	WALL TOWNSHIP	NJ	07719	(732)838-1297
MUSARRA VM14388	VALLEY NATIONAL BANK	1480 VALLEY RD		WAYNE	NJ	07470	(973)305-8800
REGGIE DARKO	EDS	300 BLVD EAST		WEEHAWKEN	NJ	07087	(973) 583-800
KUSANT VM14409	NEW JERSEY MANUFACTURING	301 SULLIVAN WAY	DANLEY	WEST TRENTON	NJ	08628	(609) 883-130
BANCTEC CE	AIRBORNE EXPRESS/BANCTEC	824 SYLVIA ST		WEST TRENTON	NJ	08628	(201)225-6860
RUSS TRAVERSE	BANCTEC CNS	2000 RANDOLF RD. S.E.	SUITE 101	ALBUQUERQUE	NM	87106	505/765-1620
BSC/CE	BSC	3241 UNIVERSITY SE		ALBUQUERQUE	NM	87108	
KENT BIBLE	SANDIA LABS FEDERAL CREDI	3707 JUAN TABO BLVE. NE		ALBUQUERQUE	NM	87111	
15300	BANK OF AMERICA	3900 VASSAR NE		ALBUQUERQUE	NM	87107	(505)889-1265
RESEZ/2779	GG PULLEY	4600 COLUMBINE AVE N E		ALBUQUERQUE	NM	87113	(505)821-7879
/15311	BOATMENS 3890 ALBUQUERQUE	725 6TH ST NW		ALBUQUERQUE	NM	87102	(505)282-2547
DURAN	BSC/ C/O FIRST STATE BANK	7810 JEFFERSON N E		ALBUQUERQUE	NM	87109	(505)241-7573
WILL MAINTAIN/IBM	FIRST NATIONAL BANK NO PA	100 E BROADWAY		FARMINGTON	NM	87401	
SCOTT MCADAMS	GRANTS STATE BANK	824 WEST SANTA FE		GRANTS	NM	87020	
RON ROGERS	FIRST FEDERAL SAVINGS BAN	300 N PENNSYLVANIA AVE		ROSWELL	NM	88201	(505)822-6201
RESEZ/2779	FSB- SOCORRO	103 MANZANARES		SOCORRO	NM	87801	(505)282-2547
TOAD	BANK OF AMERICA	9196		LAS VEGAS	NV	89104	(702)654-2420
STRANGE/OPERATIO	AMERICAN BNK OF COMMERCE	4425 SPRING MOUNTAIN RD		LAS VEGAS	NV	89102	(702)362-7222
HOFFMAN/BELINDA	SW GAS CORPORATION	LVC330		LAS VEGAS	NV	89102	(702)976-7279
BANCTEC CE	FIRST CARD SERVICES	770 PILOT RD. SUITE A		LAS VEGAS	NV	89119	
HILDEBRAND	CITIBANK	8275 W SAHARA		LAS VEGAS	NV	18	(702)787-4705
EDDIE RITCHEY	NEVADA BANKING COMPANY	3515 AIRWAY DRIVE SUITE 210		RENO	NV	89511	(702)332-0200
BANCTEC REP.	SIERRA PACIFIC POWER	6100 NEIL RD CASH DEPT		RENO	NV	89511	
BUGHES VM16262	KEY SERVICES INC.	17 CORPORATE WOODS BLVD		ALBANY	NY	12201	(518)438-2832
BWBANCTEC CE	HUD WILMINGTON	52 CORPORATE CIRCLE		ALBANY	NY	12203	(518)355-8735
PHIL TSE VM14561	COMPUTER SCIENCES CORP	800 N PEARL ST	ROOM	ALBANY	NY	12204	(518)447-8246
FRAMINSKI VM14502	MARINE MIDLAND BANK	1 MARINE MIDLAND CENTER	REMITTANCE	BUFFALO	NY	14203	(716)841-4440
REGAN	NATIONAL FUEL SYSTEMS COR	10 LAFAYETTE ST		BUFFALO	NY	14203	(716)857-7417
CE/RICHARD DROTAR	BANK OF RICHMOND	E MAIN ST		COBLESKILL	NY	12043	(518)234-4397
SHAO VM14484	DELAWARE NATIONAL BANK	124 MAIN ST		DELHI	NY	13753	(607)746-2356
BANCTEC CE	HARLEQUIN BOOKS	3010 WALDEN AVE		DRYDEN	NY	14043	(716)684-3472
CORNISH VM14526	FNB OF DRYDEN	7 W MAIN ST		DEWEN	NY	13053	(607)844-8141
PATTERSON VM14548	AIRBORNE EXPRESS	6800 NORTHERN BLVD		EAST SYRACUSE	NY	13057	(315)638-8617

LABOR	INTEGON	500 W 5TH ST MAIL CODE 0201	WINSTON SALEM	NC	27152	(910)770-2303
VM14794	U.S. AIR	5630 UNIVERSITY PKWY	WINSTON SALEM	NC	27105	(919)744-4638
BANCTEC CE	BNC NATIONAL BANK	322 E MAIN	BISMARCK	ND	58501	(701)260-3022
BANCTEC CE	RAMSEY NATIONAL BANK	300 4TH ST	DEVILS LAKE	ND	58301	(701)682-4025
BANCTEC CE	STATE BANK OF FARGO	3100 13TH AVENUE SOUTH	FARGO	ND	58103	(701)298-1559
BANCTEC CE	FIRST BANK	4325 17TH AVE S W	FARGO	ND	58103	(701)461-3590
BANCTEC SERVICE	GARRISON STATE BANK & TRU	GLENDA KORGEL	GARRISON	ND	58540	(701)463-2262
BANCTEC/REP	PROFESSIONAL MICROFILMING	2705 TWIN CITY DR	MANDAN	ND	58554	(701)663-8930
BANCTEC CE	BANK OF TURTLE LAKE	205 MAIN STREET	TURTLE LAKE	ND	58575	(701)448-2323
BANCTEC CE	FARMERS SECURITY BANK	710 MAIN AVENUE	WASHBURN	ND	58577	(701)283-7404
COMPUTER ROOM	GREAT WESTERN BANK	919 GALVIN RD. SOUTH	BELLEVUE	NE	68005	(402)438-5274
SUPERVISOR/SUE	ALIANST COMMUNICATION	401 S 21ST ST BASEMENT	LINCOLN	NE	68501	(402)483-8980
JAN STEVENS	BRYAN MEMORIAL HOSPITAL	908 S 26TH ST	LINCOLN	NE	68510	(402)633-3722
BANCTEC REP	FIRST NATIONAL BANK	1 FIRST NATIONAL CENTER 11TH FL	OMAHA	NE	68102	(402)482-3104
ERICSON/BANCTEC	HUD OMAHA EXECUTIVE TOWER	10809 MILL VALLEY RD	OMAHA	NE	68154	(402)587-2452
BANCTEC REP	FISERVE	11111 M ST	OMAHA	NE	68137	(402)221-5555
WAKEFIELD	FEDERAL RESERVE BANK	2201 FARNAM ST M MIETTINEN	OMAHA	NE	68131	(402)348-0452
BANCTEC CE	PHYSICIANS MUTUAL	2600 DODGE ST 3RD FL N	OMAHA	NE	68131	(402)351-2414
OR BANCTEC CE	BANCTEC	3000 FARNAM STREET	SUITE 1 EAST	NE	68131	(402)443-3602
BSC-CE/DON HAIN	MUTUAL OF OMAHA	3314 HARNEY STEET 5TH FL C BIL3	OMAHA	NE	68131	(402)443-3902
HGUYEN	JONES NATIONAL BANK	203 SO 6TH ST	SEWARD	NE	68064	(603)643-2244
BOURGEIS VM14524	BSC/3M	600 E MEIGS	VALLEY	NE	68064	(603)643-2244
HOYT/M# 14538	LEDGER NATIONAL BANK	38 MAIN ST	HANOVER	NH	03755	(603)647-1101
BOURGEIS VM14524	BANCTEC	901 CANDIARD	MANCHESTER	NH	03109	(603)647-1101
BOURGEIS	ST MARYS BANK	BANCTEC SERVICE CORP.	MANCHESTER	NH	03101	(617)397-3408
CE - LONER	PEMI W PLYMOUTH (UT)	287 HIGHLAND	PLYMOUTH	NH	03284	(603)334-0545
HOULIS VM15878	BSC C/O US NATIONAL PASSP	31 ROCHESTER AVE	PORTSMOUTH	NH	03801	(732)685-5285
CE/DARREN	GPU ENERGY (JCP&L)	521 MAIN ST	ALLENHURST	NJ	07711	(609)778-5688
ARMSTRONG	LOCKHEED-MARTIN	1 FEDERAL ST	CAMDEN	NJ	1013	(609)338-2748
STANKIEWICZ	FIRST UNION BANK (TRANSYS	450 COMMERCE BLVD	CARLSTADT	NJ	07072	(201)507-4157
TRAVERS VM16531	BANCTEC SERVICE CORP.	2805 RIVER RD	CINNAMINSON	NJ	08077	(609)786-7861
HAGER/VM16038	LCS	120 BRIGHTON RD	CLIFTON	NJ	07012	(973)778-5688
DONELLAN VM14377	C/O CURT DENNISON	460 MORGAN AVE	DEPFORD	NJ	08086	(609)709-0068
TCULLENY VM14367	LOCKHEEDMARTIN - ASTRO E	ROUTE 535 & 571	E WINDSOR	NJ	08520	(732)247-9000
DONELLAN VM14377	N.J. TURNPIKE AUTHORITY	ROUTE 18	EAST BRUNSWICK	NJ	08818	(201)531-3408
OBRESSLER VM14367	FEDERAL RESERVE	100 ORCHARD ST	EAST RUTHERFORD	NJ	07070	(732)417-2655
SEBRAUSS VM14368	FIRST CHICAGO TRUST CO	118 FERINWOOD AVE	EDISON	NJ	08818	(908)668-3852
ARMSTRONG	PSE&G	379 THORNAL ST	EDISON	NJ	08837	(908)355-2265
WAKE DEROSA	FIRST BANK AMERICANO	339 N BROAD ST	ELIZABETH	NJ	08267	(201)242-2029
SCHEISS STERR	CITIBANK	111 SLYVAN AVE	ENGLEWOOD CLIFFS	NJ	07632	(201)882-8400
MUSARRA VM 14388	BANCTEC SERVICE CORP.	30 TWO BRIDGES RD SUITE 130	FAIRFIELD	NJ	07004	(609)581-9000
SORTHWEIN VM14414	SOUTH JERSEY GAS	ONE SOUTH JERSEY PLAZA	FOLSOM	NJ	08037	(201)528-2210
BANCTEC CE	TROLL ASSOCIATES	2 LETHBRIDGE PLAZA	MAHWAH	NJ	07430	(609)755-5080
DONELLAN VM14377	PNC BANK	ROUTE 38 & EASTGATE DR	MOORESTOWN	NJ	08057	(609)722-3343
GEORGE WHITE	BANCTEC/MBE	3111 RT 38 #11	MT LAUREL	NJ	08054	(732)247-5800
MUSARRA VM14388	BRUNSWICK BANK & TRUST CO	439 LIVINGSTON AVE	NEW BRUNSWICK	NJ	08901	(609)682-3440
	NEWFIELD NATL BANK	18-24 W BLVD	NEWFIELD	NJ	08344	(973)383-8815
	SUSSEX COUNTY BANK	15 TRINITY ST	NEWTON	NJ	07860	

WEHAR VM14519	STEELWORKS COMMUNITY BANK	3601 MAIN ST	MILLY KOVAC	WEIRTON	WV	28062	(304)748-6675
WILKINSON VM14809	FNB OF WILLIAMSON	68 E 2ND AVE		WILLIAMSON	WV	25661	(304)236-5300
BANCTEC CE	NORWEST BANK	234 E 1ST ST		CASPER	WY	82801	
BANCTEC CE	NORWEST BANK	1701 CAPITAL AVE		CHEYENNE	WY	82001	
	SHOSHONE FIRST BANK	1401 SHERIDAN AVE		CODY	WY	82414	
PATTY COOK	SHERIDAN NATIONAL BANK	29 N. GOULD		SHERIDAN	WY	82801	

COPYRIGHTS AND COPYRIGHT LICENSES

(none)

PATENTS AND PATENT LICENSES

(see attached)

TRADEMARKS AND TRADEMARK LICENSES

(see attached)

Patents/ numbers:

PATENT NO.
4,324,474
4,328,332
4,331,275
4,375,066
4,397,460
4,411,016
4,448,631
4,470,052
4,492,161
RE33,134
D303,375
4,662,626
4,709,630
4,736,146
4,741,047
4,821,332
4,853,969
4,855,580
4,855,900
4,913,295
4,922,086
4,941,122
4,966,644
4,969,761
4,974,977
5,003,613

PATENT NO.
5,054,621
5,075,871
5,118,209
5,126,547
5,145,165
5,146,512
5,159,548
5,181,788
5,182,706
5,203,952
5,204,537
5,293,432
5,320,699
5,335,292
5,600,732
5,754,674
5,807,457
5,838,970
5,906,157

Trademarks/ Application numbers or registration numbers:

REG. NO.
1,494,041
1,494,070
1,388,147
1,311,597
1,760,672
1,183,583
1,937,040
1,920,211
1,243,969
1,812,804
1,668,487
1,187,604
1,643,464
1,213,022
1,209,566
1,973,340
1,446,147
1,353,824
1,745,580
1,430,947
1,423,462
1,485,754
1,446,146
1,314,413
1,453,017

REG. NO.
1,385,571
993,861
1,676,641
430,822
1,720,028
75/565,378
75/611,304

ACKNOWLEDGMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Collateral Agreement dated as of July 22, 1999 (the "Agreement"), made by the Borrower for the benefit of Chase Bank of Texas, N.A., as Administrative Agent. The undersigned agrees for the benefit of the Administrative Agent and the Lenders as follows:

- 1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
- 2. The undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 4.7(a) of the Agreement.
- 3. The terms of Sections 5.3(c) and 5.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to 5.3(c) or 5.7 of the Agreement.

[NAME OF ISSUER]

By _____

Name:

Title:

Address for Notices:

Fax: