



RECC
TR 102881296

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11-1004

1. Name of conveying party(ies)/Execution Date(s):

Travelers Express Company, Inc.

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

Citizenship (see guidelines) Minnesota

Execution Date(s) 02/19/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Certegy Transaction Services, Inc
Internal

Address: _____

Street Address: 11601 Roosevelt Blvd.

City: St. Petersburg

State: Florida

Country: USA Zip: 33716

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Georgia

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78351077, 78351265,
78351256

B. Trademark Registration No.(s)

1989255, 2000355

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

GAMECASH + design, CASHSTAT, ALL-IN-ONE, GAMECASH RICHES,
GAMECASH GRAND

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

Name: Lisa Furjanic

Internal Address: Certegy Inc.
Suite 11005, NT-41

Street Address: 100 2nd Ave South

City: St. Petersburg

State: Florida Zip: 33701

Phone Number: 727-227-8401

Fax Number: 727-556-9196

Email Address: lisa.furjanic@certegy.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-3277

Authorized User Name Lisa Furjanic

9. Signature:

Lisa E. Furjanic
Signature

11/08/04
Date

Lisa E. Furjanic
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 77

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/12/2004 REE:FC 0000237 503277 7835077

40.00 BA
100.00 BA

01 FC:6521
02 FC:6522

STOCK PURCHASE AGREEMENT

by and among

TRAVELERS EXPRESS COMPANY, INC.
(as Seller)

and

CERTEGY TRANSACTION SERVICES, INC.
(as Buyer)

February 19, 2004

ACQUISITION AGREEMENT

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SCHEDULE OF EXHIBITS*

<u>Exhibit Reference</u>	<u>Exhibit Name</u>
A-1	Balance Sheet Principles
A-2	Example of the Calculation of Closing Net Working Capital and Closing Net Assets
B	Closing Documents
C	Transition Services Agreement
D	Viad Agreement
E	Agency and Draft Processing Agreement
F	Assignment and Cooperation Agreement

* This Schedule of Exhibits does not constitute a part of this Agreement.

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 19th day of February, 2004 (the "Execution Date"), by and among **TRAVELERS EXPRESS COMPANY, INC.**, a Minnesota corporation ("Travelers" or "Seller"), and **CERTEGY TRANSACTION SERVICES, INC.**, a Georgia corporation ("Certegy" or "Buyer"). Certegy and Travelers are sometimes referred to in this Agreement collectively as the "Parties", and individually as a "Party".

RECITALS

WHEREAS, Travelers, directly and through its subsidiary Game Financial Corporation, a Minnesota corporation ("Game"), and Game's subsidiaries, is engaged in the United States in the business of providing debit and credit card cash advance, check cashing and ATM deployment services to patrons of gaming establishments in the United States (collectively, the "Business"); and

WHEREAS, Travelers desires to sell, and Certegy desires to acquire, all of the issued and outstanding shares (the "Shares") of the capital stock of Game; and

WHEREAS, Travelers owns beneficially and of record all of the Shares, and Game in turn owns beneficially and of record all of the issued and outstanding shares of stock and other equity and ownership interests in, to and of Gamecash, Inc. ("Gamecash") and Game Financial Corporation Wisconsin ("Game Financial"), (Game, Gamecash, and Game Financial are sometimes referred to in this Agreement collectively as the "Game Entities", and individually as a "Game Entity").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements in this Agreement contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Agreement agree as follows:

ARTICLE 1. DEFINITIONS.

1.1 Certain Defined Terms. Capitalized terms used in this Agreement without definition herein shall have the meaning set forth or described on **Schedule 1.1** hereto (such meanings to be equally applicable to both the singular and plural forms of such terms).

1.2 Accounting Terms. All accounting terms not specifically defined in this Agreement shall be construed in accordance with generally accepted accounting principles in the United States ("GAAP"), consistently applied by Seller in accordance with Seller's past practices.

ARTICLE 2. THE ACQUISITION.

2.1 Purchase and Sale. At the Closing, Travelers shall sell, convey, transfer and assign to Certegy, all of the Shares, free and clear of any and all Liens.

2.2 Purchase Price. The purchase price ("Purchase Price") to be paid by Buyer for the Shares shall be Forty-Three Million Seventy-Eight Thousand Six Hundred Fifty-Seven and no/100 Dollars (\$43,078,657.00), subject to (i) the Adjustment Amount as provided in **Paragraph 2.3**; (ii) the customer based adjustments as provided in **Paragraph 2.4**; and (iii) payment for use of any alternative minimum tax credits as provided in **Paragraph 2.5**. The Purchase Price, as adjusted pursuant to any of the foregoing provisions, shall be the Purchase Price for the Shares for all purposes.

2.3 Balance Sheet Based Adjustments to Purchase Price.

(a) The Adjustment Amount (which may be a positive or negative number) will be equal to the amount determined by subtracting the Closing Net Working Capital from the Initial Net Working Capital (as the capitalized terms are defined below). The Adjustment Amount shall be paid, unless otherwise agreed to, by wire transfer by Seller to an account specified by Buyer (if the Adjustment Amount is positive) or wire transfer by Buyer to an account specified by Seller (if the Adjustment Amount is negative, but only to the extent the same does not exceed \$2,000,000). The above payment shall be made within three (3) business days of a binding and conclusive Adjustment Amount.

(b) For purposes of this Agreement, the "Initial Net Working Capital" is Thirteen Million Six Hundred Seventy Thousand Three Hundred Seventy-One and no/100 dollars (\$13,670,371.00) as referenced in Exhibit "A-1" and as the calculation is detailed in Exhibit "A-2".

(c) Within sixty (60) days of the Closing Date, Buyer shall prepare, with the assistance of Ernst & Young, LLP, Buyer's certified public accountants, a balance sheet ("Closing Balance Sheet") of the Game Entities as of the Closing Date and for the period from the date of the Balance Sheet through the Closing Date (i) on the same basis and applying the same accounting principles, policies and practices that were used in preparing the June 30, 2003 Balance Sheet (assuming the same are otherwise in compliance with GAAP); (ii) applying the principles, policies and practices set forth on Exhibits A-1 and A-2; and (iii) giving effect to the transactions contemplated by and provided for in this Agreement. Buyer shall then determine the net working capital of the Game Entities as of the Closing Date (the "Closing Net Working Capital") based on the Closing Balance Sheet and applying the principles, policies, methodologies and practices set forth on Exhibits "A-1" and "A-2". Buyer shall deliver the Closing Balance Sheet and its determination of the Closing Net Working Capital to Seller within such 60-day period.

(d) If within thirty (30) days following the delivery of the Closing Balance Sheet and the Closing Net Working Capital calculation, Seller has not given Buyer written notice of objection to the Closing Net Working Capital calculations (which notice must state the basis

of Seller's objection), then the closing Net Working Capital calculated by Buyer shall be binding and conclusive on the Parties and shall be used in computing the Adjustment Amount.

(e) If Travelers gives written notice of objection to the Closing Net Working Calculations within such 30-day period, then Certegy and Travelers shall in good faith attempt to resolve the issues raised in the notice between themselves. If they are unable to reach a resolution within thirty (30) days of such notice, the issues in dispute will be promptly submitted first to PricewaterhouseCoopers LLP (the "Accountants") for resolution, which disputes shall not be further subject to the dispute resolution procedures as provided in Article 13. If the issues in dispute are submitted to the Accountants for resolution: (i) each party will furnish to the Accountants such work papers and other documents and information relating to the disputed issues as the Accountants may request and are available to the Party (or its independent public accountants), and will be afforded the opportunity to present to the Accountants any material relating to the Closing Balance Sheet and the Closing Net Working Capital and to discuss the same with the Accountants, (ii) the determination by the Accountants as set forth in a written notice delivered to Certegy and Travelers by the Accountants will be binding and conclusive on all Parties, and (iii) Certegy and Travelers will each bear one-half of the fees and expenses of the Accountants in resolving the issues in dispute.

2.4 Customer Based Adjustments to Purchase Price. If any one of the customers identified in the table set forth below in this Paragraph, at any time on or before the first anniversary date of the Closing terminates its Contract with a Game Entity, then the Purchase Price shall be reduced by the amount set forth opposite their name in such table.

<u>Customer Name</u>	<u>Purchase Price Reduction</u>
(1) MGM Grand Hotel, Inc.	\$ 6,000,000
(2) Little Six, Inc.	\$ 750,000
(3) The Corporate Commission of the Mille Lacs Band of Ojibwe Indians	\$ 2,000,000

If Charles Town at any time on or before November 1, 2004, terminates its Contract with a Game Entity, then the Purchase Price shall be reduced by \$1,000,000.

If, however, after such notice to exercise any right a customer may have to terminate is given, such customer revokes this notice or enters into a similar agreement with Certegy or any of its Affiliates (including any Game Entity) to provide such services within three (3) months of its Contract termination, or in the case of Charles Town, February 1, 2005, then Certegy shall immediately pay to Travelers an amount equal to the Purchase Price Reduction associated therewith. This provision shall survive the Closing.

2.5 Alternative Minimum Tax Credits Adjustment to Purchase Price. On or before December 31, 2004, and on or before, December 31, 2005, Seller shall provide, or cause to be provided, to Buyer a written certification from Vice President of Tax for Seller as to any federal Alternative Minimum Tax credits (the "AMT Credit Adjustment") that are allocable to

the Game Entities under applicable tax laws relating to the tax period beginning after December 31, 2002, through December 31, 2003, and the tax period beginning after December 31, 2003 through the Closing Date, respectively. If within [thirty (30)] days following the delivery of such written certification, Buyer has not given Seller written notice of objection thereto, the AMT Credit Adjustment shall be binding and conclusive on the Parties, and Buyer shall wire transfer the amount thereof to the account designated by Seller in this Agreement (or to such other account in the United States as designated by Seller to Buyer in writing) within seven (7) business days thereof. If Certegy gives written notice of objection to such calculations within such 30-day period, then Certegy and Travelers shall in good faith attempt to resolve the issues raised in the notice between themselves. If they are unable to reach a resolution within thirty (30) days of such notice, the issues in dispute will be promptly submitted first to the Accountants for resolution, which disputes shall not be further subject to the dispute resolution procedures as provided in Article 13. If the issues in dispute are submitted to the Accountants for resolution: (i) each party will furnish to the Accountants such work papers and other documents and information relating to the disputed issues as the Accountants may request and are available to the Party (or its independent public accountants), and will be afforded the opportunity to present to the Accountants any material relating to the AMT Credit Adjustment and to discuss the same with the Accountants; (ii) the determination by the Accountants as set forth in a written notice delivered to Certegy and Travelers by the Accountants will be binding and conclusive on all Parties; and (iii) Certegy and Travelers will each bear one-half of the fees and expenses of the Accountants in resolving the issues in dispute. Once the Accountants have rendered their determination, Buyer shall wire transfer the amount thereof to the account designated by Seller in this Agreement (or to such other account in the United States as designated by Seller to Buyer in writing) within seven (7) business days thereof.

2.6 Transfer and Similar Taxes. All applicable filing fees, transfer taxes, stamp taxes and similar taxes payable in connection with the transactions contemplated by this Agreement will be borne by the respective party in accordance with applicable law.

2.7 Closing. The consummation of the transactions contemplated in this Agreement (the "**Closing**") shall take place at the offices of Travelers Express, Inc., 1550 Utica Avenue South, Minneapolis, Minnesota 55416 (or at such other place as the parties may mutually agree), on Monday, March 1, 2004, at 9:00 a.m. Minneapolis, Minnesota time, (the "**Closing Date**"), or such later date as mutually agreed to by the Parties.

2.8 Transactions and Documents at Closing.

(a) At the Closing: (i) Travelers shall sell, convey transfer and assign to Certegy all of the Shares, free and clear of any and all Liens, and in furtherance thereof shall deliver share certificates, powers of attorney, and other documents, agreements and instruments listed and described on Exhibit "B" (collectively, the "**Closing Documents**"); and (ii) against delivery of the same, Certegy shall pay and deliver, or cause to be paid and delivered, to Travelers the Purchase Price (with the adjustments as provided in Paragraph 2.2 being made post-Closing) by wire transfer of immediately available funds to Wells Fargo Bank, N.A., Minneapolis, Minnesota, ABA 091000019, Account of Travelers Express Company, Inc., Account #6355064780 (the "**Bank Account**").

(b) At the Closing, the relevant Persons shall, in addition to the other documents, agreements, papers and instruments required to be executed and delivered under or pursuant to this Agreement, execute and deliver the following documents, agreements, instruments and papers (all of which are collectively referred to herein as the "Additional Agreements" and individually as an "Additional Agreement"):

(i) A Transition Services Agreement, in the form attached to this Agreement as **Exhibit "C"**;

(ii) A Viad Agreement, in the form attached to this Agreement as **Exhibit "D"**; and

(iii) An Agency and Draft Processing Agreement, in the form attached to this Agreement as **Exhibit "E"**; and

(iv) An Assignment and Cooperation Agreement, in the form attached to this Agreement as **Exhibit "F"**.

(c) All deliveries, payments and other transactions and documents relating to the Closing shall be interdependent and none shall be effective unless and until all are effective (except to the extent that the Party entitled to the benefit thereof has waived satisfaction or performance thereof as a condition precedent to Closing).

ARTICLE 3. ADDITIONAL COVENANTS.

3.1 Access and Inspection. Subject to the further provisions of this Agreement relating to Mutual Information Matters, Travelers will provide, and Travelers will cause each Game Entity to provide, Certegy and their respective Representatives reasonable access during normal business hours from and after the date of this Agreement until the Closing, to all of the Representatives, personnel, books and records of each of them (including the right to make copies and extracts) and will furnish such information concerning the Shares and the Business and each Game Entity as Certegy and its Representatives may reasonably request, in each case for the purpose of making a continuing investigation of the Shares, the Business and each Game Entity. Travelers will provide, and/or will cause each Game Entity to provide, Certegy and their respective Representatives reasonable access to customers, prospective customers, employees, vendors and agents of the Business designated by Certegy. Travelers reserves the right to designate a Representative to accompany Certegy's Representative and approve the general scope of inquiry directed at such customers, prospective customers, employees, vendors and agents of the Business prior to any communication with Certegy. Travelers shall not, and Travelers shall ensure that none of Travelers, Game or any Person acting on behalf of Travelers or any Game Entity will, provide any other Person with similar access or information between the date of this Agreement and the Closing Date. Travelers and each of its respective Representatives, shall have full access to all relevant books and records and employees of the Business and the auditors and their non-proprietary workpapers to the extent required to perform its review of the Closing Balance Sheet, Closing Net Working Capital, and Adjustment Amount. No investigation made

before or after the Execution Date by or on behalf of Certegy will limit or affect in any way the representations, warranties, covenants, agreements, undertakings and indemnities of any of Travelers under or pursuant to this Agreement, each of which will survive any investigation and the Closing. Provided, however, Buyer represents and warrants to Seller that as of the Execution Date, it is not actually aware that any of Seller's representations and warranties under or pursuant to this Agreement are untrue. Buyer further covenants and agrees that between the Execution Date and the Closing Date, it will promptly notify Seller in writing if it becomes actually aware that any of Seller's representations and warranties made in Article 4 of this Agreement are untrue.

3.2 Cooperation. The Parties will cooperate fully with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and all Parties will use reasonable commercial efforts to consummate the transactions contemplated by this Agreement and to fulfill their obligations under this Agreement, including causing to be fulfilled at the earliest practical date the conditions precedent to the obligations of the Parties to consummate the transactions contemplated by this Agreement. Without the prior written consent of the other Party, no Party to this Agreement may take any intentional actions, or omit to take any actions, that would cause the conditions precedent to the obligations of the Parties to this Agreement not to be fulfilled, including, taking or causing to be taken any action which would cause the representations and warranties made by a Party in this Agreement not to be true, correct and complete as of the Closing.

3.3 Expenses. Except as otherwise expressly set forth in this Agreement, whether or not the transaction shall be consummated, each Party hereto shall pay their own expenses in connection with the authorization, preparation, execution and performance of this Agreement and the transactions contemplated by this Agreement.

3.4 Brokers. Travelers represents and warrants to Certegy that no broker or finder has acted on behalf of any of Travelers or any Game Entity in connection with this Agreement or the transactions contemplated in this Agreement, and Travelers agrees to indemnify Certegy and each of its Affiliates and hold it harmless from and against any and all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of them.

3.5 Publicity. Except to the extent required by applicable Law, the listing requirements of any stock exchange or the requirements of any other regulatory authority, all press releases and other public announcements respecting the subject matter of this Agreement or any Additional Agreement will be made only with the mutual agreement of Travelers and Certegy, which agreement will not be unreasonably withheld, delayed or conditioned. In the event that public notice is required by Law, the disclosing Party agrees to give the other Party hereto prior written notice of the disclosure to be made and a reasonable opportunity for such other Party to consult with the disclosing Party prior to making any such disclosure. All communications with customers of the Business shall be coordinated between the Parties, and, if requested by Travelers, it shall be pursuant to a mutually agreed upon script.

3.6 Certain Governmental Filings. The Parties will make, or cause to be made, all filings and submissions required to be made to any Government in connection with the transactions contemplated by or resulting from this Agreement. Each of the Parties will furnish to the other Party any and all necessary information and reasonable assistance as another party may reasonably request in connection with its preparation of necessary filings or submissions to any Government.

3.7 Confidentiality.

(a) On and after the Closing Date, Travelers on behalf of itself, and on behalf of each other Person Affiliated with it, agrees that it shall not use or disclose or reveal to any other Person any trade secrets or other confidential information related to the Game Entities or the Business, *provided that* the foregoing obligations shall not apply to any such confidential information (i) which is generally known in the industry, (ii) was, is or becomes generally available to the public other than as a consequence of a breach of this Paragraph 3.7, or (iii) in the case of confidential information not rising to the level of a trade secret under applicable law commencing two (2) years after the Closing Date.

(b) Except as otherwise provided in this Agreement, Certegy and Travelers agree that the provisions of the Confidentiality Agreement, as amended, shall remain in full force and effect; provided, however, on the Closing Date, the Confidentiality Agreement shall terminate except as provided in the immediately following sentence. Notwithstanding the foregoing, the Confidentiality Agreement shall survive and remain in full force and effect after the Closing Date with respect to (i) any and all information contained in any licensing application or renewal or otherwise that constitutes personal (by way of example, social security numbers) or financial information of any officer, director or employee of any Game Entity or of any officer or director of Viad, or Travelers, it being understood and agreed that Certegy shall treat all such information with the same degree of care as similar information of its own officers, directors and employees is treated; or (ii) information pertaining to or including proprietary and confidential information outside the Business, even if intermingled with information pertaining to the Business (which includes, but is not limited to information pertaining to any financial statements provided by Travelers or its Affiliates, and any other information which does not pertain solely to the Business which is not otherwise publicly available as a result of a disclosure by Certegy and/or a Game Entity after the Closing Date). The Parties acknowledge and agree that all personal information referred to in clause (i) above of any officer, director or employee of any Game Entity (that does not continue in such position post-Closing), of Viad, or of Travelers shall be redacted by Travelers from any books, records or other documents turned over to, or reviewed by Buyer, before, at the time of, or subsequent to the Closing.

3.8 Covenant Not to Compete.

(a) In order to induce Certegy to enter into and perform this Agreement, Travelers on behalf of itself and each other Person Affiliated with it agrees that, for a period of three (3) years beginning on the Closing Date (the "Restricted Period"), it shall not, without the prior written consent of Certegy, for its own account or jointly or in combination with another Person, directly or indirectly, for or on behalf of any Person, as principal, agent or otherwise: (i) engage in, consult with, or own, control, manage or otherwise participate in the ownership, control

or management of a business competitive with the Business (a "**Competitive Business**"), except as an agent or otherwise for and on behalf of Certegy; or (ii) solicit, call upon, or attempt to solicit the patronage of any Person within the service areas and to whom the Business provided products, goods or services during the 24-month period immediately preceding the Closing Date, for the purpose of obtaining the patronage of any such Person for the purchase of any products, goods or services competitive with those of the Business, except as an agent and on behalf of Certegy. Notwithstanding the foregoing, and for purposes of clarity, the Parties hereto agree that the term "Competitive Business" is not intended to include (and therefore specifically excludes) the provision of (i) money transfer or money order products, goods or services, bill payment products, goods or services, ATM products, goods or services, or other products, goods or services similar in nature to the extent not offered to, in or through gaming establishments, or (ii) any other financial products, goods or services provided by Seller and/or its Affiliates after the Closing, to the extent such products, goods and services are not provided to, in or through gaming establishments.

(b) Notwithstanding anything herein to the contrary, it shall not be a breach of the covenants contained in **Paragraph 3.8(a)** for Travelers, on behalf of itself and each other Person Affiliated with it, subsequent to Closing, to, for its own account or, directly or indirectly, for or on behalf of any Person, acquire by acquisition or engage in, as principal, agent or otherwise, or participate in the ownership, control or management of a Competitive Business, provided that such Competitive Business derives no more than five percent 5% of its total gross revenues on an annualized basis from its activities that compete with the Business

3.9 No Solicitation of Third Party Interest. Each of Travelers and other Persons Affiliated with it, agrees that none of them nor any of their respective directors, officers, employees or agents, will (a) negotiate or discuss with any other Person this Agreement or any Additional Agreement, or the terms contained in this Agreement or any Additional Agreement, except as otherwise contemplated herein, (b) reveal the terms of this Agreement or any Additional Agreement to any Person except for the express purpose of carrying out the transactions contemplated in this Agreement or any Additional Agreement, but only after obtaining a confidentiality undertaking from any such Person that runs in favor of Certegy, or (c) solicit, encourage, consider, entertain or accept any offer, bid or proposal from any other Person respecting any transaction involving, whether directly or indirectly, a sale of any of the capital or the sale of any assets of any Game Entity or any other business combination, involving any Game Entity or the Business.

3.10 Business Employees and Employee Benefit Matters.

(a) Within one (1) Business Day of the Execution Date, Buyer shall offer employment to Travelers' National Director of Operations, Luann Delano and Zachery Walker (each an "Affected Employee"). Seller has provided pertinent details of employment for each employee, including position, years of service, salary and bonus arrangements, and Employee Benefit Plans. Buyer will offer employment to each Affected Employee beginning on the Closing Date which offer shall be at least 85% of the current base salary. Buyer shall also offer each Affected Employee annual vacation time in accordance with Buyer's normal policies and procedures, but in no event, less in amount than is currently provided by Seller and/or a Game Entity to such Affected Employee.

(b) Buyer and Seller will cooperate in good faith and Seller shall not take any action to induce any such Affected Employee to remain in the employment of the Seller, except in connection with their employment contemplated by the Transition Services Agreement. In the event that the Affected Employee rejects Buyer's offer of employment, any severance benefits paid by Seller to the Affected Employee within six (6) months following the Closing Date shall be reimbursed by Buyer to Seller; however, if such Affected Employee continues employment as contemplated by the Transition Services Agreement, then any severance benefits paid by Seller shall be covered as provided therein.

(c) As at the Closing Date, all participation of, and continued accrual or provision of any benefits to any employee or former employee of any of the Game Entities or any covered dependent or beneficiary of any such employee under any of the Employee Benefit Plans shall cease. Seller shall have no liability whatsoever on or after the Closing Date for any benefits or claims for benefits arising out of or related to the Employee Benefit Plans except for benefits or claims for benefits accrued prior to the Closing Date in accordance with the terms and conditions of the Employee Benefit Plans.

3.11 Compliance with ERISA, Etc. During the period from the Execution Date until the Closing Date, Travelers shall, and shall cause each Game Entity, to comply with the terms of each Employee Benefit Plan and applicable Law. Travelers shall not, and shall ensure that no Game Entity, alters, modifies or amends any Employee Benefit Plan between the date of this Agreement and the Closing Date.

3.12 Mail Received After Closing. Following the Closing, Certegy may receive and open all mail addressed to a Game Entity and sent to locations where the Business is operated or any email addressed to any Game Entity and sent to an email address controlled, managed or assigned to an employee of the Business and deal with the contents thereof in its discretion to the extent that such mail or email and the contents thereof relate to a Game Entity, the Business or the Shares; provided, however, in connection with any Retained Matters, Certegy shall immediately forward (retaining a copy for itself) all mail and e-mails received in connection therewith to Travelers. All other mail or email received by Certegy shall be promptly forwarded to Travelers. Following the Closing, except in connection with the Retained Matters, Travelers shall promptly forward, or cause to be promptly forwarded, to Certegy all mail or email received by it that relates to any Game Entity, the Business or the Shares. In connection with any Retained Matters, Certegy shall immediately forward (retaining a copy for itself) all mail and e-mails received in connection therewith to Travelers.

3.13 Insurance. Travelers will provide, or will cause Viad to provide, all such assistance as is reasonably necessary to allow the Game Entities and Certegy to benefit from any and all insurance policies and similar arrangements to which it or they, individually or collectively, are entitled to benefit from by the terms thereof. Travelers shall, or shall cause Viad to, allow Certegy and the Game Entities, to the extent (if at all) permissible under any existing insurance policies or similar arrangements to procure tail coverage in respect of insured risks for which such coverage is available, with the cost of any such tail coverage being borne by Certegy.

ARTICLE 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF TRAVELERS. As an inducement to Certegy to enter into this Agreement, Travelers hereby makes the following representations and warranties to Certegy, each of which is true and correct on the date hereof and, except as otherwise expressly permitted by this Agreement, shall be true and correct on the Closing Date:

4.1 Existence; Authority; Capitalization.

(a) Game is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Minnesota, and has full corporate power and is entitled to own or lease its assets and properties and to carry on its business as it is presently being conducted. Gamecash is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Minnesota, and has full corporate power and is entitled to own or lease its assets and properties and to carry on its business as it is presently being conducted. Game Financial is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Wisconsin, and has full corporate power and is entitled to own or lease its assets and properties and to carry on its business as it is presently being conducted. Except as in Paragraph 4.1(a) of the Disclosure Memorandum, each of the Game Entities is authorized, licensed or qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which such qualification is necessary under applicable law as a result of the conduct of its business or the ownership of its properties and assets, except where the same does not materially affect a Game Entity's right or ability to operate its Business at any individual gaming establishment. Travelers has delivered to Certegy true, correct and complete copies of the Certificate of Incorporation and Bylaws or equivalent organizational documents and agreements of each of the Game Entities, as amended to date. No Person has any option or right to acquire any of the equity or share capital of any of the Game Entities.

(b) Paragraph 4.1(b) of the Disclosure Memorandum contains a complete and accurate list for each Game Entity of its name, its jurisdiction of incorporation, other jurisdictions in which it is authorized to do business, and its capitalization (including the identity of each stockholder and the number of shares held by each).

(c) Paragraph 4.1(c) of the Disclosure Memorandum lists: (i) all locations where each Game Entity currently owns, occupies or leases real property, whether such leasehold interest is maintained through a written lease, as a component of a written services agreement, through a verbal arrangement, or otherwise has a place of business; and (ii) all trading names under which any Game Entity or any of its respective predecessors has operated, if different from its present legal name, at any time since December 31, 1997.

(d) The authorized equity securities of Game consists of 1,000 shares of common stock, par value \$ 1.00 per share, of which 1,000 shares are issued and outstanding and constitute the Shares. Travelers is the sole legal and beneficial owner and holders of the Shares, free and clear of all Encumbrances. With the exception of the Shares (which are owned by Travelers), all of the outstanding equity securities and other securities of each subsidiary of Game is owned of record and beneficially by Game, free and clear of all Liens. No legend or other

reference to any purported Lien appears upon any certificate representing equity securities of any Game Entity. All of the outstanding equity securities of each Game Entity have been duly authorized and validly issued and are fully paid and nonassessable. There are no contracts, agreements, understandings or arrangements relating to the issuance, sale, or transfer of any equity securities or other securities of any Game Entity.

4.2 Authority; Inconsistent Obligations.

(a) Except as set forth in Paragraph 4.2(a) of the Disclosure Memorandum, Travelers has the full right, power and authority to execute and deliver and to perform and comply with this Agreement and the Additional Agreements to which it is or will be a party. All proceedings and actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the Additional Agreements have been taken. This Agreement and each Additional Agreement to which it is or will be a party, have been, or in the case of any Additional Agreement will be at the Closing, duly and validly executed and delivered by it, by its duly authorized officers or representatives. This Agreement constitutes, and each Additional Agreement when executed and delivered will constitute, the valid and legally binding obligation of Travelers and Game, as appropriate, enforceable in accordance with its respective terms, except as the enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or similar laws in effect which affect the enforcement of creditors' rights generally, or (b) general principles of equity, whether considered in a proceeding at law or in equity.

(b) Except as set forth in Paragraph 4.2(b) of the Disclosure Memorandum, neither the execution and delivery of this Agreement or of the Additional Agreements by Travelers, nor the consummation of the transactions contemplated by this Agreement or by any Additional Agreement, will (i) result in a violation of the Certificate or Articles of Incorporation and By-Laws or other organizational or foundation documents of either Travelers or any Game Entity, (ii) violate any Law or Order applicable to any of them, or (iii) result in a breach of, conflict with or default under, any term or provision of any material indenture, note, mortgage, bond, security agreement, loan agreement, guaranty, pledge, or other instrument, contract, agreement or commitment to which any of them is or will be upon consummation of the transactions contemplated by this Agreement be a party or by which any of them or any of their respective assets, properties, or businesses is subject or bound; nor will these actions result in (x) the creation or acceleration of any Lien on any of the Shares or the assets of any of the Game Entities, (y) the acceleration or creation of any material obligation of Travelers, or any Game Entity, or (z) the forfeiture of any material right or privilege of any Game Entity or the Business that may affect its respective ability to perform under this Agreement or any Additional Agreement or to carry on its business.

4.3 No Violation; Compliance with Laws. Except as set forth in Paragraph 4.3 of the Disclosure Memorandum, neither Travelers (in respect of the Business), nor any Game Entity is in default under or in violation of (a) its Certificate or Articles of Incorporation or By-Laws, or other organizational and foundation documents, as appropriate, or (b) any Order or Law. Provided, however, with respect to clause (b) above, it is subject to the following: In connection with the Americans with Disabilities Act and any Native American Authority, Travelers'

representation and warranty is to the Knowledge of Management. Subject to the previous sentence, since December 31, 1997, the operations of the Business have been conducted, in all material respects, in accordance with, and are in compliance in all respects with, all applicable Laws, including the USA Patriot Act. Except as set forth in Paragraph 4.3 of the Disclosure Memorandum, since December 31, 1997, neither Travelers (in respect of or relating to the Business), nor any Game Entity has received any written notification of any asserted present or past failure by any of them to comply with any Order or Law. To the Knowledge of Management, each of the Game Entities has provided all required and appropriate training to its employees and agents regarding compliance with applicable Orders and Laws and each of them has appropriate employee training manuals and relevant policies and procedures in place regarding such Orders and Laws.

4.4 Consents. Except as described in Paragraph 4.4 of the Disclosure Memorandum, the execution and delivery by Travelers of this Agreement and the Additional Agreements on the Closing Date, the consummation of the transactions contemplated in this Agreement or the Additional Agreements, the conduct of the Business prior to the Closing, and the performance by Travelers of its obligations under or pursuant to this Agreement or any Additional Agreement does not (a) require the consent or approval of, or any filing with or notice to, any Government or other Person, (b) require the consent or approval of Viad's shareholders, or (c) impose any other material term, condition or restriction on any Game Entity, the Business or any of the assets of any Game Entity pursuant to any Order or Law.

4.5 Possession of Licenses, Etc. To the Knowledge of Management, each Game Entity possesses all material certificates, licenses, permits and other authorizations from Governments (collectively, the "Permits") that are necessary for the ownership, maintenance and operation of the Business and the assets of each Game Entity, and none of Travelers or any Game Entity is or has been since December 31, 1997, in violation of any such Permits. Except as set forth in Paragraph 4.5 of the Disclosure Memorandum, all Permits held by Travelers in connection with the Business and all Permits held by each Game Entity are in full force and effect, and neither the validity nor continuance of which will be adversely affected by the consummation of the transactions contemplated by this Agreement. All of the Permits, the issuing Governments, the permit numbers, the expiration dates, and the type of license are set forth in the Disclosure Memorandum. Notwithstanding anything herein to the contrary, no representation or warranty is made as to the ability to obtain a continuance or renewal of any Permit on the same or similar terms upon the consummation of transactions contemplated by this Agreement.

4.6 Financial Statements. The Disclosure Memorandum contains the consolidated unaudited financial statements of the Game Entities, including a balance sheet, a statement of income or loss as at and ending at the conclusion of December 31, 2001 and December 31, 2002, and each fiscal quarter following December 31, 2002, through and including June 30, 2003 (collectively, the "Financial Statements"). The Financial Statements have been prepared in accordance with GAAP consistently applied by Travelers in accordance with past practices (except for the absence of required footnotes, cash flow statements and tax account eliminations as detailed in Exhibit "A-2", and subject to normal and recurring year-end audit adjustments not

material in amount), present fairly the financial position and the results of operations of the Game Entities for the periods as at and then ended, and are materially complete and consistent with the books and records of Game and each Subsidiary thereof.

4.7 Title to Properties. Except as disclosed in Paragraph 4.7 of the Disclosure Memorandum, all of the assets owned by any Game Entity, whether personal or real or mixed, tangible or intangible, are owned exclusively by such Game Entity free and clear of any and all Liens.

4.8 Receivables. All of the accounts receivables of each Game Entity is reflected on the Balance Sheet and represent valid receivables arising from services performed in the ordinary course of business and constitute valid and collectible receivables without set-off or recoupment, subject to the reserves set forth on the Balance Sheet.

4.9 Tangible Property.

(a) All of the machinery, equipment, and other items of tangible or personal property of each of the Game Entities are described in the Fixed Asset Registers, and are in operating condition, substantially suitable for its use in the Business, and constitute a substantially complete list of all tangible property owned by any Game Entity.

(b) To the Knowledge of Management, and except as disclosed in Paragraph 4.9(b) of the Disclosure Memorandum, all lessors of any machinery, equipment or other movable property used or operated by any Game Entity have performed and satisfied their respective duties and obligations under the leases, and no Game Entity has brought or threatened any Action against any relevant lessor for failure to perform and satisfy its duties and obligations under the relevant lease.

4.10 Real Property.

(a) Neither Game nor any Game Entity owns any real property used in the Business except as listed in Paragraph 4.10(a) of the Disclosure Memorandum. The relevant Game Entity is lawfully occupying and using the Leased Real Property.

(b) All material agreements with respect to leases, easements, rights of way, licenses or other interests in Real Property granted to any Game Entity and used in the Business (collectively, the "Property Leases") are listed in Paragraph 4.10(b) of the Disclosure Memorandum. To the Knowledge of Management, the interest of any Game Entity in and under each of the Property Leases is free and clear of any material defects, claims or Liens and subject to no present Action or threatened Action, other than for those created, incurred or suffered by Travelers or any Game Entity.

4.11 Environmental Matters.

(a) To the Knowledge of Management, each of Travelers (as relates to the Business) and each Game Entity (x) is in substantial compliance with any and all applicable Environmental Laws, (y) has received all permits, licenses or other approvals required of it under

applicable Environmental Laws to conduct the Business, and (z) is in compliance with all terms and conditions of any such permit, license or approval.

(b) To the Knowledge of Management, there is no substance designated a "Hazardous Substance" by any Environmental Law, including asbestos, petroleum, urea formaldehyde insulation and petroleum by-products ("Hazardous Substance") present at any of the real property currently owned or leased by any Game Entity, and with respect to such real property, there has not occurred (x) any release or any threatened release of a Hazardous Substance or (y) any discharge or threatened discharge of any Hazardous Substance into the ground, surface or navigable waters, which discharge or threatened discharge violates any Laws concerning water pollution.

(c) To the Knowledge of Management, no Game Entity has disposed of, transported or arranged for the transportation or disposal of any Hazardous Substance where such disposal, transportation or arrangement would give rise to liability pursuant to any Environmental Law.

4.12 Intellectual Property Rights.

(a) Paragraph 4.12(a) of the Disclosure Memorandum sets forth (i) each material trademark, service mark, trade name, and all registrations and applications for any of the foregoing that are owned by or used in the conduct of the business or operation of any of the Game Entities ("Marks"); (ii) each material copyright, and all registrations and applications for any of the foregoing that are owned by or used in the conduct of the Business or operation of any of the Game Entities ("Copyrights"); (iii) material website applications and Internet websites, including any domain names, URLs, hypertext markup language ("HTML") files, graphics, text files and documentation associated with such website applications and Internet websites (the "Web IP"); (iv) each patent, patent application, invention disclosure in any jurisdiction pertaining to the foregoing, including all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof that are owned by or used in the conduct of the Business or operation of any of the Game Entities ("Patents"); and (v) all material computer programs, software and databases (including computer programs that are in the process of being developed that are not yet in use, but excluding computer programs, software and databases licensed pursuant to non-exclusive perpetual licenses granted in the ordinary course of business for commonly available commercial software) that are owned by or used in the conduct of the business or operations of any of the Game Entities ("Software"). The Marks, Web IP, Copyrights, Patents, and Software are collectively referred to as the "Intellectual Property". In addition, Paragraph 4.12(a) of the Disclosure Memorandum specifies whether in each instance the Intellectual Property is owned or has been obtained under a license or other agreement or right ("License Rights").

(b) Except for Intellectual Property obtained under License Rights, Game owns all rights and title to the Intellectual Property and has not granted any rights in the Intellectual Property to any person.

(c) Except as set forth in Paragraph 4.12(c) of the Disclosure Memorandum, the Intellectual Property is all of the intellectual property that is used in the operation of the

Business of Game as it is currently conducted. Except for the License Rights, Game has the right and authority to convey all rights in the Intellectual Property to any third party. Except as described in Paragraph 4.12(c) of the Disclosure Memorandum, Game has the right to use all of the Intellectual Property and License Rights, without payment to a third party.

(d) With respect to each item of License Rights licensed from third parties: (i) the license, sublicense or other agreement covering such item is legal, valid, binding, enforceable and in full force and effect with respect to Game, except as the enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or similar laws in effect which affect the enforcement of creditors' rights generally, or (b) general principles of equity, whether considered in a proceeding at law or in equity, and to the Knowledge of Management, the license, sublicense or other agreement covering such item is legal, valid, binding, enforceable and in full force and effect with respect to the third party licensor; and (ii) none of the Game Entities is in material breach or default thereunder, and, to the Knowledge of Management, no other party to such license, sublicense or other agreement is in material breach or default thereunder, and no event has occurred which with notice or lapse of time would constitute a material breach or default by Game or permit termination, modification or acceleration thereunder by the other party thereto.

(e) Except as set forth in Paragraph 4.12(e) of the Disclosure Memorandum, to the Knowledge of Management, all of the state, federal and foreign registrations and applications related to the Intellectual Property are valid and in full force and effect, have not lapsed, expired or been abandoned and no application or registration thereof is the subject of any proceeding before any court, arbitrator, state, local or foreign government agency, regulatory body, or other governmental entity.

(f) Except as described in Paragraph 4.12(f) of the Disclosure Memorandum, and to the Knowledge of Management, the conduct of the Business of Game does not conflict with valid patents, trademarks, trade secrets, trade names or other intellectual property of others. Except as described in Paragraph 4.12(f) of the Disclosure Memorandum and to the Knowledge of Management, there are no conflicts with or infringements of any of the Intellectual Property and none of the Game Entities' trade secrets have been misappropriated by any third party. Except as set forth in Paragraph 4.12(f) of the Disclosure Memorandum, none of the Game Entities have received any notice of infringement of or conflict with asserted rights of others with respect to any of the Intellectual Property and License Rights, and, to the Knowledge of Management, there is no claim, action, suit or proceeding pending or threatened against Game with respect thereto. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, will neither cause Game to be in material violation or default under any License Rights, nor, except as set forth on Paragraph 4.12(f) of the Disclosure Memorandum, terminate nor modify nor entitle any other party to terminate or modify such License Rights, nor alter in any material respect the ability of Game to conduct its Business or its use of the Intellectual Property.

4.13 Contracts. To the Knowledge of Management, Paragraph 4.13 of the Disclosure Memorandum contains a true, correct and complete list of all material contracts, whether oral or written, to which any Game Entity is a party or by which it or any of its assets or properties is

bound or to which the same may be subject or liable (collectively, the "Contracts"). Travelers has, prior to the date of this Agreement, delivered to Certegy a true, correct and complete copy of each Contract, or in the case of an oral Contract, provided a true and correct summary relating to current or anticipated annual revenues to any of the Game Entities of more than \$100,000. To the Knowledge of Management, none of the Contracts, individually or together, constitute an unlawful restraint of trade under any applicable Law. All obligations to be performed by any Game Entity as of the date of this Agreement under any Contract to which it is a party has been performed in all material respects in accordance with their terms and no claim exists in respect of the Contracts. All of the Contracts are valid, binding and enforceable in accordance with their terms, and are in full force and effect, subject to the effects of bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally and to general equitable principles; no event has occurred which would constitute a material default (whether with or without notice, lapse of time or the happening or occurrence of any event) under any Contract; except as set forth in Paragraph 4.13 of the Disclosure Memorandum, all parties to any Contract have consented (where any relevant consent is necessary) to the consummation of the transactions contemplated by this Agreement without requiring modification in the rights or obligations thereunder; and consummation of the transactions contemplated by this Agreement, will not result in any other party thereto having the right to terminate any such Contract or to accelerate performance thereunder.

4.14 Litigation; Contingencies. Except as set forth in Paragraph 4.14 of the Disclosure Memorandum, there are no Actions existing or, to the Knowledge of Management, threatened against, by or affecting the Business, the Shares, any Game Entity, or any of its property, business, revenues or assets, in any Forum. Except as described in the Disclosure Memorandum, no Game Entity has been charged with, or is under investigation with respect to, any charge concerning any violation of any provision of any Law.

4.15 Taxes.

(a) From and after December 12, 1997, neither Game nor any other Game Entity has been a member of an affiliated group filing a consolidated federal income Tax Return other than a group the common parent of which is Viad (the "Viad Group").

(b) The Viad Group has filed all federal income Tax Returns that it was required to file for each taxable period during which any of the Game Entities was a member of the Viad Group. All such Tax Returns were correct and complete in all material respects insofar as they relate to any Game Entity and its Subsidiaries, subject to a Government's right to audit and make such adjustments to Tax Returns and assessments to Taxes as such Government deems appropriate. All federal income Taxes owed by the Viad Group (whether or not shown on any Tax Return) have been paid when due for each taxable period during which any Game Entity was a member of the group. All federal income Taxes owing and due prior to the Closing Date for a pre-Closing period by any Game Entity have or will have been paid as of Closing.

(c) Travelers nor any of its respective directors, officers or employees responsible for Tax matters, nor any Game Entity nor any of their respective directors, officers or employees responsible for Tax matter expects any Authority to assess any additional federal

income Taxes against the Viad Group for any taxable period during which any Game Entity was a member of the Viad Group subject to a Government's right to audit and made such adjustments to Tax Returns and assessments to Taxes as such Government deems appropriate. There is no dispute or claim concerning any federal income Tax Liability of any Game Entity for any taxable period during which any Game Entity was a member of the Viad Group either (i) claimed or raised by any authority in writing; or (ii) as to which Travelers or any of its respective directors and officers (and employees responsible for Tax matters) has Knowledge. The Viad Group has waived the statute of limitations in respect of federal income Taxes for the tax years ending December 31, 1997, December 31, 1998, and December 31, 1999, until September 15, 2004. No proposed adjustments have been made by the IRS regarding any Game Entity for any of the tax years currently under extension.

(d) No Game Entity has any liability for the Taxes of any Person other than any Game Entity (i) as a transferee or successor, or (ii) by contract.

4.16 Employment and Labor Matters. Except as set forth in Paragraph 4.16 of the Disclosure Memorandum, none of the Game Entities is a party to any collective bargaining agreement or agreement of any kind with any union or labor organization, and no union or other collective bargaining unit has been certified or recognized by Game as representing any employee, nor is a union or other collective bargaining unit seeking recognition for such purpose. There are no controversies pending or anticipated, between any Game and any labor union or collective bargaining unit representing, or seeking to represent, any of its employees. To the Knowledge of Management, there has been no attempt by any union or other labor organization to organize the employees of Game or any Game Entity at any time in the past five years. Game and Travelers are in material compliance with all applicable Laws relating to wages, hours, health and safety, payment of social security, withholding and other taxes, maintenance of worker's compensation insurance, labor and employment relations, and employment discrimination; provided, however, with respect to the Americans with Disabilities Act and any Native American Authority, to the Knowledge of Management, Game and Travelers are in material compliance

4.17 Compliance with ERISA, etc.

(a) Paragraph 4.17(a) of the Disclosure Memorandum contains a complete and true list of all employee benefit plans (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and all material deferred compensation, stock option, stock purchase, stock ownership, stock appreciation right, incentive severance or bonus plan maintained by or on behalf of Travelers, any Game Entity, or any other party that provides benefits or compensation to, or for the benefit of, current or former employees of any Game Entity or the Business (collectively, the "Employee Benefit Plans").

(b) Each of the Employee Benefit Plans (i) is in substantial compliance with all applicable provisions of ERISA, the Code, and all other applicable laws, (ii) has been administered, operated and managed substantially in accordance with its governing documents, and (iii) has timely filed or distributed all material reports and other material documents required to be filed with any governmental agency or distributed to plan participants or beneficiaries.

(c) All Employee Benefit Plans that are intended to be qualified under Section 401(a) of the Code are so qualified and, except with respect to those plan features related to the cash balance conversion, have received a favorable determination letter from the IRS, and to the Knowledge of Management, there are no circumstances likely to result in the revocation of any such favorable determination letter.

(d) Except for the Viad Corp Retirement Income Plan, neither Travelers nor any of the Game Entities maintains, or within the past 6 years has maintained, for the benefit of current or former employees of any of the Game Entities or the Business, a "defined benefit plan" subject to Title IV of ERISA. To the extent any of them maintains a defined benefit plan for the benefit of current or former employees of Travelers or any of its Affiliates: (i) the fair market value of the assets of each such defined benefit plan does not exceed the present value of the "benefits liabilities" (as defined in Section 4001(a)(16) of ERISA) under such plan as of the end of the most recent plan year, calculated on the basis of the actuarial assumptions used in the most recent actuarial valuation for such plan; (ii) Travelers has not incurred, or reasonably expects to incur within the 12 month period following the Effective Date and Time, liability to the Pension Benefit Guaranty Corporation or otherwise with respect to any such defined benefit plan; and (iii) neither Travelers nor any of the Game Entities anticipates terminating any such defined benefit plan within the 12 month period following the Effective Date and Time.

(e) To the Knowledge of Management, with respect to each Employee Benefit Plan, neither such plan, or any trustee, administrator, fiduciary, agent or employee thereof, nor Travelers or any of the Game Entities has engaged in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code). To the Knowledge of Management, with respect to any Employee Benefit Plan, no act, omission or transaction has occurred which would result in the imposition of (i) breach of fiduciary duty liability damages under Section 409 of ERISA, (ii) a civil penalty assessed pursuant to subsection (c), (i) or (I) of Section 502 of ERISA, or (iii) any excise tax under applicable provisions of the Code. To the Knowledge of Management, with respect to each Employee Benefit Plan (i) all minimum funding standards required by law with respect to funding of benefits payable or to be payable under such plan have been met; (ii) there is no accumulated funding deficiency, as defined in Section 412(a) of the Code and Section 302(a) of ERISA; and (iii) there have been no terminations, partial terminations, or discontinuances of contributions without a determination by the IRS that such action does not adversely affect the tax-qualified status of that plan.

(f) With respect to Employee Benefit Plans qualifying as "group health plans" under Section 4980B of the Code or Section 607(l) or 609 of ERISA and related regulations (relating to the benefit continuation rights imposed by "COBRA" or qualified medical child support orders), Travelers and each of the Game Entities have complied in all material respects with all reporting, disclosure, notice, election and other benefit continuation and coverage requirements imposed thereunder as and when applicable to those plans, and has not incurred any direct or indirect material liability or is not subject to any material loss, assessment, excise tax penalty, loss of federal income tax deduction or other sanction, arising on account of or in respect of any direct or indirect failure at any time to comply with any such federal or state benefit continuation of coverage requirement.

Affiliates, directors, officers, employees or agents, to any damage or penalty in any civil, criminal or Governmental Action.

4.19 Books and Records.

(a) The books, records and accounts of Travelers (related to the Business) and of each Game Entity (i) have been maintained in accordance with good business practices on a basis consistent with prior years, and (ii) are stated in reasonable detail and accurately and fairly reflect the transactions related to the Business in all material respects. Each Game Entity has devised and maintained systems of internal accounting controls sufficient to provide reasonable assurances that (y) transactions are executed in accordance with management's general or specific authorization, and (z) transactions are recorded as necessary (A) to permit preparation of financial statements in conformity with GAAP and (B) to maintain accountability for assets.

(b) The books of account, minute books, stock record books, and other records of the Game Entities, all of which have been made available to Certegy, are materially complete and correct and have been maintained in accordance with sound business practices and the requirements of Section 13(b)(2) of the Securities Exchange Act of 1934, as amended (regardless of whether or not the Game Entities are subject to that Section). Except as set forth in Paragraph 4.20(b) of the Disclosure Memorandum, the minute books of the Game Entities contain accurate and complete records of all meetings held of, and corporate action taken by, the stockholders, the Boards of Directors, and committees of the Boards of Directors of the Game Entities, and no meeting of any such stockholders, Board of Directors, or committee has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of the Game Entities.

4.20 Agreements and Transactions with Related Parties. Except as described in Paragraph 4.20 of the Disclosure Memorandum, neither Travelers nor any of the Game Entities, insofar as relates to the Business, is, directly or indirectly, a party to any contract, agreement, or lease with, or any other arrangement with or commitment to, in each case whether oral or written, any Related Party. No Related Party, directly or indirectly, owns or controls any assets or properties which are or have been used in the Business, and no Related Party, directly or indirectly, engages in or has any significant interest in or in connection with any business (x) which is or which within the last three years has been a material competitor, customer or supplier of the Business or has done a material amount of business with the Business, or (y) which as of the date of this Agreement sells or distributes products or services which are similar or materially related to the products or services of the Business. As used in this Agreement, the term "**Related Parties**" means, collectively, (a) Travelers, and Game, any Person owning, or formerly owning, beneficially or of record, directly or indirectly, at least five percent (5.0%) of any of the shares in Travelers or in Game, (b) any director or executive officer of Travelers or Game, (c) any Person in which any of the foregoing Persons has, directly or indirectly, at least a ten percent (10.0%) beneficial interest in the capital or other type of equity interests of that Person, or (d) any partnership in which Travelers is a partner.

4.21 No Agreement in Anticipation of Sale. Except as described in Paragraph 4.21 of the Disclosure Memorandum, neither Travelers nor any of the Game Entities has, directly or

indirectly, taken any action or actions or entered into any agreements in anticipation of this Agreement. The consummation of the transactions contemplated by this Agreement will not entitle any employee of the Business to severance pay nor will it accelerate the time of payment, vesting or increase the amount of any compensation or benefits due to any employee of the Business.

4.22 Government Reports. Travelers has made available to Certegy, or shall make available prior to Closing true, correct and complete copies of, all Tax returns and all material reports relating to any Employee Benefit Plan, finance and monetary transactions, employees and employment conditions, compliance with or violation of Law, and other matters material to the Business filed with any Government or issued by any Government to or in respect of, the Business during the past two (2) years.

4.23 Banking Relationships. Travelers has made available, or shall make available to Certegy prior to Closing a complete and accurate description of all material arrangements that Travelers and/or any of the Game Entities has (insofar as relates to the Business) with any banks or other financial institutions providing for accounts, safe deposit boxes, borrowing arrangements, and certificates of deposit or otherwise, indicating in each case account numbers, if applicable, and the person or persons authorized to act or sign on behalf of them in respect of any of the foregoing.

4.24 Suppliers. To the Knowledge of Management, except as described in Paragraph 4.24 of the Disclosure Memorandum, neither Travelers nor any of the Game Entities is aware of (i) any supplier of the Business which intends to discontinue or substantially diminish or change its relationship with the Business or the terms of its relationship with the Business, (ii) any supplier of the Business which intends to materially increase prices or charges for goods or services presently supplied, or (iii) of any material supplier to the Business which is likely to become unable to continue its relationship with the Business, or supply the goods or services which it presently supplies to the Business, without significant change in the terms and conditions of any relevant relationship or supply arrangement.

4.25 Insurance.

(a) Travelers has caused to be delivered to Certegy:

(i) Accurate summaries of all policies of insurance to which any Game Entity is a party or under which any Game Entity, or any director of any Game Entity, is or has been covered at any time within the five (5) years preceding the date of this Agreement; and

(ii) Any statement by the auditor of any Game Entity financial statements with regard to the adequacy of such entity's coverage or of the reserves for claims.

(b) No Game Entity has any financial responsibility for any self-insured retentions, deductibles, retrospective premiums, sidebar indemnity/payment agreements and similar financial commitments and obligations to companies providing or administering any

insurance or similar coverage related to risks and losses (including without limitation those to any captive or affiliated re-insurance companies, trusts, or arrangements).

4.26 Absence of Changes. Except as expressly provided for in this Agreement or set forth in Paragraph 4.26 of the Disclosure Memorandum, since June 30, 2003, to the Execution Date (the "**Reference Date**"):

(a) There has been no material change in the business, assets, properties, debts, borrowings, Liabilities, results of operations, financial condition, or cash flows of the Business, Game or in its respective relationships with suppliers, customers, employees, lessors or others, other than changes in the ordinary course of business;

(b) There has been no material damage, destruction or loss to any of the assets, properties, or business of Game or which are otherwise used in the Business, whether or not covered by insurance;

(c) The Business has been operated in the ordinary course and consistent with prior practices and subject to the proviso regarding the Americans with Disabilities Act and any Native American Authority set forth at the end of Paragraph 4.16, Game has not defaulted upon any obligation related to the registration of or compliance with any state or federal license, law, regulatory rule or similar obligation related to the Business;

(d) There has been no declaration, setting aside or payment of any dividend or other distribution on or in respect of the capital of Game, nor has there been any direct or indirect redemption, retirement, purchase or other acquisition of any of the capital of Game;

(e) No debt, borrowing or Liability of Game has been discharged or satisfied, other than in the ordinary course of business and consistent with prior practice, no Lien has been granted, created or suffered on any of the assets or properties of Game;

(f) The Business has not discontinued or determined to discontinue the sale of any material products or services previously sold;

(g) There has been no sale, transfer, lease or other disposition of any material asset or assets of the Business, except in the ordinary course of business, and no material debt to, or claim or right of, the Business has been canceled, compromised, waived or released;

(h) The Business has not entered into any agreement, contract, lease or license outside the ordinary course of business; and

(i) The Business has not delayed or postponed the payment of any accounts payable and other debts, borrowings or Liabilities outside the ordinary course of business, and all notes and accounts receivable relating to the Business has been collected in the ordinary course of business.

4.27 Disclosure. Neither this Agreement, the Disclosure Memorandum (including the Financial Statements) nor any certificate delivered by or on behalf of Travelers or Game, in connection with this Agreement or the Closing of the transactions contemplated hereby or thereby contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein, viewed as a whole, in light of the circumstances under which they were made, not misleading.

ARTICLE 5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CERTEGY. As an inducement to Travelers to enter into this Agreement, and to consummate the transactions contemplated by this Agreement, Certegy represents, warrants and covenants, as of the date hereof and again as of the Closing Date, as follows:

5.1 Organization. Certegy: (a) is a Georgia corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and (b) is entitled to own or lease, or will own or lease, its assets and properties and to carry on its business as and in places where the business is conducted and the properties are owned or leased.

5.2 Authorization; No Inconsistent Agreements. Certegy has full corporate power and authority to make, execute and perform this Agreement and the Additional Agreements and the transactions contemplated by this Agreement and the Additional Agreements. This Agreement has been duly and validly authorized and approved by all necessary corporate action on the part of Certegy on or prior to the date of this Agreement. All transactions required under this Agreement to be performed by Certegy will be duly and validly authorized and approved by all necessary corporate action on its part prior to the Closing Date. Subject to satisfaction of the conditions set forth elsewhere in this Agreement, this Agreement has been duly and validly executed and delivered on behalf of Certegy by its duly authorized officers, and this Agreement constitutes its valid and legally binding obligation, enforceable, subject to general equity principles, in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally. Neither the execution and delivery of this Agreement or any Additional Agreement, nor the consummation of the transactions contemplated by this Agreement or any Additional Agreement, will constitute a violation or breach of the memorandum and articles of association or certificate of incorporation or By-Laws of Certegy.

5.3 No Violation; Compliance with Laws. Neither of Certegy or Certegy is in default under or in violation of (a) its articles of incorporation, or (b) any Order or Law, and their respective operations have been conducted, in all material respects, in accordance with, and are in compliance with, all applicable Laws. Neither of Certegy or Certegy has received any notification of any asserted present or past failure by any of them to comply with any Order or Laws.

5.4 Consents and Approvals. The execution and delivery by Certegy and Certegy of this Agreement and the Additional Agreements to which any of them is to be a party on the Closing Date, the consummation of the transactions contemplated in this Agreement or the Additional Agreements, and their performance under or pursuant to this Agreement or any Additional

Agreement, as appropriate, do not require the consent, approval or action of, or any filing with or notice to, any Government or other Person, other than the approval of the members of Certegy.

5.5 Litigation. There is no action pending or, to the knowledge of Certegy, threatened (a) against it or any of its Affiliates with respect to which there is a reasonable likelihood of a determination which would affect the ability of Certegy to consummate the transactions contemplated hereby, or (b) which seeks to enjoin or prevent, or questions the validity or legality of, the consummation of the transactions contemplated hereby.

5.6 No Brokers. Certegy represents and warrants that no broker or finder has acted on behalf of Certegy or any of its Affiliates in connection with this Agreement or the transactions contemplated in this Agreement and agrees to indemnify each Travelers Entity and hold it harmless from and against any and all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of Certegy.

ARTICLE 6. CONDUCT OF BUSINESS BY SELLER PENDING CLOSING. Travelers covenants and agrees that, except as may otherwise be provided or permitted in this Agreement or set forth in the Disclosure Memorandum, without the prior written consent of Certegy, between the date of this Agreement and the Closing Date, to the following:

6.1 Business in the Ordinary Course. It shall cause each of the Game Entities to operate its respective businesses in the ordinary course and consistent with prior practices. Without limiting the generality of the foregoing, Travelers shall cause each of the Game Entities commencing on the Execution Date and ending on the Closing Date, to:

(a) Carry out their businesses in the ordinary course, in a manner consistent with past practices, including, but not limited to, (i) keeping each Game Entity intact; (ii) using commercially reasonable efforts to keep available the services of the present employees of each of them; and (iii) using commercially reasonable efforts to maintain the goodwill associated with each of them, including, but not limited to, preserving the relationships of customers, suppliers and others having business dealings with each of them.

(b) Keep Certegy fully and regularly informed of the progress of the performance and prospects of the Business.

(c) Not take any significant action or decision affecting or likely to affect negatively to a material degree the Business or any Game Entity without Certegy's prior approval (which approval shall not be unreasonably withheld, delayed or conditioned).

(d) Except as required by law or pursuant to contracts in place as of the date hereof, or for sales of obsolete equipment having an aggregate value of less than \$50,000, not transfer title or use of any of the assets or properties of a Game Entity outside the ordinary course of business.

(e) Maintain the assets and properties of each Game Entity consistently in the manner represented in Paragraph 4.9 and continue to provide services to its clients and customers in a manner consistent with past practices, and except for sales of products in the ordinary course of business, and in connection with new business, will not move any such assets or properties to any property not currently owned, operated on or leased.

(f) Not create, suffer or permit to be created any Lien on any of the assets or properties of any Game Entity.

(g) Not incur any liability or obligation (absolute, accrued, contingent or otherwise), or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person, other than in the ordinary course of business.

(h) Not substantially vary the material terms or conditions of any Contract in any negative manner nor materially default or remain in default in the performance thereof.

(i) Not authorize or issue any additional equity securities.

(j) Not change its usual tax policies or conventions or accounting methods or practices, in particular as to depreciation and amortization, except as required by GAAP or applicable law.

(k) Not knowingly take any action which constitutes or may constitute a default or knowingly omit to take such action as may be required to prevent a default under any material agreement, document or instrument.

(l) Not change the duties and powers of any senior executives or management employees of the Business, except as required by law, contract, or for cause (as defined in Travelers' corporate policies). Provided, however, before any dismissal or change of any duties or power of any such employee, Seller will notify Buyer of this situation.

(m) Maintain its books, accounts and records.

(n) Maintain in full force and effect all its insurance currently in effect.

(o) Collect from debtors and pay creditors in the ordinary course of business consistent with past practice.

(p) Not incur any borrowings of any kind other than normal trade credit.

(q) Not pay dividends, levy or pay any management charges, other than for Permitted Payments.

6.2 No Material Changes. Except as may be expressly permitted by this Agreement, no action will be taken which will materially alter the organization, capitalization, or financial structure, practices or operations of the Business or any of the Game Entities.

6.3 Compensation. Except as otherwise provided herein, no increase will be made in the compensation payable or to become payable to any director, officer, employee or agent of any of the Game Entities and no bonus or profit sharing payment or other arrangement (whether current or deferred) will be made to or with that director, officer, employee or agent except normal individual increases in compensation to directors, officers, employees or agents consistent with past practice, or as required by law or contract.

ARTICLE 7. CONDITIONS TO OBLIGATIONS OF CERTEGY. The obligations of Certegy under this Agreement to acquire the Shares, and consummate the transactions contemplated by this Agreement are subject to the fulfillment and satisfaction of each and every one of the following conditions on or prior to the Closing, any or all of which may be waived in writing in whole or in part by Certegy:

7.1 Representations and Warranties. The representations and warranties of Travelers contained in this Agreement, the Additional Agreements and in any certificate issued pursuant to Paragraph 7.3 that is delivered by or on behalf of, or in respect of, Travelers, any of the Game Entities, and the Business in connection with this Agreement will be true and correct in all material respects as of the date when made and will be deemed to be made again at and as of the Closing Date and will be true and correct in all material respects at and as of the Closing Date.

7.2 Compliance with Covenants and Conditions. Travelers shall have performed and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed or complied with by them prior to or on the Closing Date.

7.3 Closing Certificates. Travelers will have delivered to Certegy certificates, executed by their appropriate officers or other Representative, dated as of the Closing, certifying in such detail as Certegy may reasonably request as to the fulfillment and satisfaction of the conditions specified in Paragraphs 7.1 and 7.2.

7.4 Consents. Consents for assignment identified in Paragraph 4.4 of the Disclosure Memorandum relating to the agreements with Diebold, Incorporated and U.S. Bank National Association shall have been obtained for Certegy prior to Closing and must be in full force and effect

7.5 No Inconsistent Requirements. No Action will have been commenced by any Government or Person seeking to enjoin or prohibit the transactions contemplated by this Agreement or any Additional Agreement, it being understood that, in any such event, the Closing shall be postponed until final settlement, dismissal or resolution of such Action.

7.6 No Injunction. No temporary restraining order, preliminary or permanent injunction or other order by any court of competent jurisdiction which prohibits the consummation of the transactions contemplated in this Agreement will have been issued and remain in effect on the Closing Date; *provided, however*, that Certegy will use all reasonable efforts to have each and every relevant order or injunction vacated or reversed prior to the Closing Date.

7.7 Additional Agreements and Closing Documents. Certegy will have received duly executed and delivered execution counterparts of each Additional Agreement and Closing Document, in each case, signed by each relevant Person.

7.8 Related Party Matters. Other than for any arrangements provided for hereunder, all agreements and commitments of any kind between or among Travelers or any of its respective Affiliates and the Business will have been terminated to the satisfaction of Certegy without Liability to Certegy or any Game Entity.

7.9 Board Approval. The Board of Directors of Certegy Inc. shall have authorized and approved this Agreement and the Additional Agreements, and the consummation of the transactions contemplated hereby and thereby.

7.10 Fairness Opinion. The Board of Directors of Certegy Inc. shall have received from a nationally recognized investment banking firm satisfactory to it that the transactions contemplated by and provided for in this Agreement and the Additional Agreements are fair from a financial perspective to Certegy Inc. and its shareholders.

7.11 Adverse Conditions. There shall not have been any Material Adverse Effect in the Business.

ARTICLE 8. CONDITIONS TO OBLIGATIONS OF TRAVELERS. The obligations of Travelers under this Agreement to sell the Shares and consummate the transactions contemplated by this Agreement are subject to the fulfillment and satisfaction of each and every one of the following conditions on or prior to the Closing, any or all of which may be waived in writing in whole or in part by Travelers:

8.1 Representations and Warranties. The representations and warranties of Certegy contained in this Agreement, the Additional Agreements and in any certificate issued pursuant to Paragraph 8.3 that is delivered by or on behalf of, Certegy in connection with this Agreement will be true and correct in all respects as of the date when made and will be deemed to be made again at and as of the Closing Date and will be true and correct in all material respects at and as of the Closing Date.

8.2 Compliance with Covenants and Conditions. Certegy shall have performed and complied in all respects with all material covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

8.3 Closing Certificates. Certegy will have delivered to Travelers certificates, executed by their appropriate officers or other Representative, dated as of the Closing, certifying in such detail as Travelers may request as to the fulfillment and satisfaction of the conditions specified in Paragraphs 8.2 and 8.3.

8.4 No Inconsistent Requirements. No Action will have been commenced by any Government or Person seeking to enjoin or prohibit the transactions contemplated by this Agreement or any Additional Agreement.

8.5 No Injunction. No temporary restraining order, preliminary or permanent injunction or other order by any court of competent jurisdiction which prohibits the consummation of the transactions contemplated in this Agreement will have been issued and remain in effect on the Closing Date; *provided, however*, that Travelers will use all reasonable efforts to have each and every relevant order or injunction vacated or reversed prior to the Closing Date.

8.6 Additional Agreements and Closing Documents. Travelers will have received duly executed and delivered execution counterparts of each Additional Agreement and Closing Document, in each case signed by each relevant Person not Affiliated with Travelers.

8.7 Board Approval. The Board of Directors of Viad Corp shall have authorized and approved this Agreement and the Additional Agreements, and the consummation of the transactions contemplated hereby and thereby.

ARTICLE 9. INDEMNITIES.

9.1 General Indemnification of Certegy. Subject to the limitations set forth in Paragraphs 9.3 (Indemnification Cap) and 9.4 (Defense of Claims) below, Seller hereby agrees to indemnify, defend and hold Certegy and its respective Affiliates (including any Game Entity on or after the Closing Date), and their respective officers, directors, agents, employees, successors and assigns (each a "Buyer Party") harmless for, from and against and in respect of any and all loss, damage, liability, cost and expense (including, without limitation, reasonable attorneys' fees and other costs and expenses incident to proceedings or investigations or defenses of any claims (the foregoing being collectively referred to herein as a "Loss" or "Losses")), suffered or incurred by a Buyer Party to the extent arising, directly or indirectly, from or in connection with: (i) any breach of any representation or warranty by Seller in or pursuant to this Agreement, any Additional Agreement, or in any Closing Document, to which Seller is a party, or (ii) the nonfulfillment, nonperformance, nonobservance or other breach of any covenant or agreement made by Seller in or pursuant to this Agreement, or in any Closing Document to which Seller is a party (each a "Buyer Claim"). ("Losses" shall include amounts paid or incurred with respect to Third-Party Claims for punitive damages but shall exclude punitive damages directly claimed by one party vis-à-vis another). The indemnity provided in this Paragraph 9.1 is not limited to matters asserted by third parties against a Buyer Party, but includes Buyer Claims incurred or sustained by a Buyer Party in the absence of Third-Party Claims. Notwithstanding anything herein to the contrary, the term Buyer Party specifically excludes any individual who was an officer, director, agent or employee of a Game Entity on or before the

Closing Date that knowingly provided to Seller any inaccurate, incomplete or untrue information which formed the basis of any representation or warranty made by Seller pursuant to Article 4 of the Agreement and which the Loss pursuant to this Paragraph arises, directly or indirectly, from or in connection therewith.

9.2 General Indemnification of Travelers. Subject to the limitations set forth in Paragraphs 9.3 (Indemnification Cap) and 9.4 (Defense of Claims) below, Certegy hereby agrees to indemnify, defend and hold Travelers and its Affiliates, and their respective officers, directors, agents, employees, successors and assigns (each a "Seller Party") harmless for, from and against and in respect of any and all Losses suffered or incurred by a Seller Party to the extent arising, directly or indirectly, from or in connection with: (i) any breach of any representation or warranty by Certegy in or pursuant to this Agreement, or in any Closing Document, to which Certegy is a party, or (ii) the nonfulfillment, nonperformance, nonobservance or other breach of any covenant or agreement made by Certegy in or pursuant to this Agreement, any Additional Agreement or in any Closing Document to which Certegy is a party (each a "Seller Claim"). ("Losses" shall include amounts paid or incurred with respect to Third-Party Claims for punitive damages but shall exclude punitive damages directly claimed by one party vis-à-vis another). The indemnity provided in this Paragraph 9.2 is not limited to matters asserted by third parties against a Seller Party, but includes Seller Claims incurred or sustained by a Seller Party in the absence of Third-Party Claims.

9.3 Indemnification Cap. Subject to the further provisions of this Paragraph 9.3 and subject to Article 15 (Carve Outs), the maximum aggregate amount of Losses for which Travelers shall be liable pursuant to Paragraph 9.1 to all Buyer Parties hereunder shall be Five Million Dollars (\$5,000,000) (the "Travelers Indemnification Cap"). The maximum aggregate amount of Losses for which Certegy shall be liable pursuant to Paragraph 9.2 to all Seller Parties hereunder shall be Five Million Dollars (\$5,000,000) (the "Certegy Indemnification Cap") Notwithstanding the foregoing, the Travelers Indemnification Cap and the Minimum Loss shall not be applicable in respect of (a) an adjustment pursuant to Paragraphs 2.3 (Balance Sheet Based Adjustments to Purchase Price), 2.4 (Customer Based Adjustments to Purchase Price), and 2.5 (Alternative Minimum Tax Credits Adjustment to Purchase Price); (b) fraud, intentional misrepresentation, willful misconduct or criminal conduct; (c) Taxes; (d) any Retained Matters or (e) any Viad Matters. Notwithstanding the foregoing, the Certegy Indemnification Cap and the Minimum Loss shall not be applicable in respect of (a) an adjustment pursuant to Paragraphs 2.3 (Balance Sheet Based Adjustments to Purchase Price), 2.4 (Customer Based Adjustments to Purchase Price), and 2.5 (Alternative Minimum Tax Credits Adjustment to Purchase Price); (b) fraud, intentional misrepresentation, willful misconduct or criminal conduct; or (c) Taxes.

9.4 Defense of Claims. If a claim for Losses (a "Claim") is to be made by a Person entitled to indemnification hereunder, the Person claiming such indemnification shall give written notice (a "Claim Notice") to the indemnifying Person as soon as practicable after the Person entitled to indemnification becomes aware of any fact, condition or event (including an accounting of all expenditures credited against applicable reserves and any insurance proceeds

any liability with respect to such Third-Party Claim and such Third-Party Claim shall not be compromised or settled without the written consent of the indemnifying Person, which consent shall not be unreasonably withheld, delayed or conditioned.

(d) In the event the indemnifying Person assumes the defense of the Claim, the indemnifying Person shall keep the indemnified Person reasonably informed of the progress of any such defense, compromise or settlement and all the Parties hereto shall cooperate in the defense or prosecution thereof. Such cooperation shall include the retention and, upon the indemnifying Person's request, the provision to the indemnifying Person of records and information which are reasonably relevant to such Third-Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The indemnifying Person shall be liable for any settlement of any Third-Party Claim effected pursuant to and in accordance with this **Paragraph 9.4** and for any final judgment (subject to any right of appeal), and the indemnifying Person agrees to indemnify and hold harmless each indemnified Person from and against any and all Losses by reason of such settlement or judgment.

(e) Notwithstanding the terms of this **Paragraph 9.4**:

(i) The indemnifying Person shall not be entitled to assume control of such defense and shall bear the fees and expenses of counsel retained by the indemnified Person if the indemnifying Person failed or is failing to vigorously prosecute or defend such claim; and

(ii) The indemnifying Person shall not be entitled to control the defense of any claim to the extent that the claim seeks an injunction or equitable relief against the indemnified Person which, if successful, could materially interfere with the business of the indemnified Person. If the indemnifying Person, with the consent of the indemnified Person, shall control the defense of any such claim, the indemnifying Person shall obtain the prior written consent of the indemnified Person (which shall not be unreasonably withheld, delayed or conditioned) before entering into any settlement of a claim or ceasing to defend such claim, if pursuant to or as a result of such settlement or cessation, injunctive or other equitable relief will be imposed against the indemnified Person or any other relief (including without limitation monetary relief) is to be imposed on the Business or the indemnified Person.

9.5 Limitations on Liability.

(a) General. The indemnification obligations of Seller and Buyer, respectively, with respect to any breach of any representation, warranty, covenant or agreement pursuant to **Paragraph 9.4 (Defense of Claims)** shall be limited to Claims for Losses made prior to the last date of survival thereof referred to in **Article 10**.

(b) No Contribution by any Game Entity. A Game Entity will have no Liability to Travelers or any of its Affiliates as a result of any misrepresentation or breach of representation or warranty contained in this Agreement.

(c) Threshold.

(i) Seller's Threshold. No Buyer Party shall seek, or be entitled to, indemnification from Travelers pursuant to **Paragraph 9.1** until the aggregate amount of Losses incurred by all Buyer Parties exceeds \$150,000, and then only to the extent that such Losses exceed such threshold amount ("Seller's Threshold").

(ii) Buyer's Threshold. No Seller Party shall seek, or be entitled to, indemnification from Buyer pursuant to **Paragraph 9.2** until the aggregate amount of Losses incurred by all Seller Parties exceeds \$150,000, and then only to the extent that such Losses exceed such threshold amount ("Buyer's Threshold").

(d) De Minimis Claims. No demand for indemnification under either **Paragraph 9.1 or 9.2** shall be made with respect to any Claim that is not an amount at least equal to \$5,000 (a "De Minimis Claim"), and no De Minimis Claim shall be taken into account for the purpose of determining whether the aggregate Claims exceed Sellers' Threshold or Buyer's Threshold.

(e) Calculation of Losses. The amount of any indemnity payments for Losses under either **Paragraph 9.1 or 9.2** above shall be determined without taking into account any Tax savings to the indemnified Person resulting from the payments giving rise to such indemnity payments or any additional Taxes payable by such indemnified Person as a result of the receipt of such payments.

(f) No Multiple Recoveries. Notwithstanding the fact that an event, fact or circumstance may constitute a violation of one or more of the provisions of this Agreement, in no event shall a party seek or obtain multiple recovery for the same Loss.

ARTICLE 10. SURVIVAL.

10.1 Survival of Certain Provisions. The representations and warranties of Seller contained herein shall survive the Closing until the thirty-sixth (36th) month anniversary of the Closing Date, without regard to any investigation made by Buyer, unless Buyer notifies Seller in writing prior to such date of any specific claim or claims for alleged breach of any such representation or warranty, in which case such representation or warranty shall survive with respect to such claim or claims until the final resolution by settlement, arbitration, litigation or otherwise of such claim or claims; provided, however, that (i) the representations and warranties contained in **Paragraphs 4.1(d)** (Existence; Authority; Capitalization), and **4.2(a)** (Authority) shall survive the Closing indefinitely, and (ii) the representations and warranties contained in **Paragraphs 4.18** (Compliance with ERISA, etc.) shall survive the Closing through the applicable statute of limitations period, including any extensions thereof. All representations and warranties of Buyer shall survive until the third anniversary of the Closing Date. The covenants and agreements of the Parties contained herein shall survive the Closing in accordance with their respective terms, provided, however, that the covenants contained in **Article 14** (Actions by Seller and Buyer Following the Closing) shall survive indefinitely. Notwithstanding anything herein to the contrary, all fraudulent representations and warranties, all representations relating to Taxes, or compliance with Laws (where the failure to comply constitutes a criminal violation of law), shall survive for the applicable statute of limitations, including any extensions thereof.

ARTICLE 11. TERMINATION.

11.1 Termination. This Agreement may be terminated as follows:

(a) By mutual written consent of Buyer and Seller at any time prior to Closing.

(b) By Buyer or Seller if the Closing shall not have occurred on or before March 5, 2004.

(c) By Buyer, if any event occurs that is not a result of Buyer's breach, as a result of which one or more conditions set forth in **Article 6** have not been satisfied or waived by Buyer on and as of the Closing Date, if, following five (5) Business Days' written notice to the other Party setting forth in reasonable detail the circumstances or upon which the claimed right of termination is based, the condition remains unsatisfied.

(d) By Seller if any event occurs that is not a result of Seller's breach, as a result of one or more conditions set forth in **Article 7** have not been satisfied or waived by Seller on and as of the Closing Date if, following five (5) Business Days' written notice to the other Party setting forth in reasonable detail the circumstances upon which the claimed right of termination is based, the condition remains unsatisfied.

11.2 Procedure Upon Termination. In the event of termination of this Agreement pursuant to **Paragraph 11.1**:

(a) Each Party shall return to the other Party all documents, work papers and other material of the other Party relating to the transactions contemplated hereby, whether obtained before or after the execution hereof.

(b) No confidential information received by either Party with respect to the business of the other Party or its Affiliates shall be disclosed to any Third Person, unless required by Law.

(c) The Confidentiality Agreement shall remain in full force and effect.

(d) All obligations of the Parties hereto under this Agreement shall terminate except for the obligations under this **Paragraph 11.2** (Procedures Upon Termination) and **Paragraphs 3.3** (Expenses), **3.5** (Publicity), **3.7** (Confidentiality), and **12.4** (Governing Law), **Article 12** (Miscellaneous) and no Party shall have any liability to any other Party; provided, however, that termination of this Agreement by Buyer or Seller pursuant to clauses (c) or (d) of this **Paragraph 11.2**, respectively, by reason of intentional or knowing breaches of this Agreement shall not relieve the defaulting or breaching Party (the "Breaching Party") (whether or not it is the terminating party) of liability for Losses actually incurred by the other Party as a result of any breach of this Agreement by the breaching Party.

ARTICLE 12. MISCELLANEOUS.

12.1 Notices.

(a) All notices, demands or other communications required or permitted to be given or made under this Agreement will be in writing and (i) delivered personally, or (ii) sent by an nationally recognized express courier service to the intended recipient of the notice, demand or other communication at its address set forth below. Any notice, demand or communication will be deemed to have been duly given (x) immediately if personally delivered, or (y) on the second Business Day after delivery to a national express courier service, and in proving the giving of any notice, demand or other communication, it will be sufficient to show that the envelope containing the notice, demand or other communication was duly addressed (as evidenced by the courier receipt). The addresses of the parties for purposes of this Agreement are as follows:

(i) If to any Travelers Entity: Travelers Express Company, Inc.
1550 Utica Avenue South
Minneapolis, Minnesota 55416
Attn: David J. Parrin
Vice President & Chief Financial Officer
Facsimile: 952-591-3988

with copies to: Travelers Express Company, Inc.
1550 Utica Avenue South
Minneapolis, Minnesota 55416
Attn: Teresa H. Johnson, Vice President, Chief
Legal Counsel
Facsimile: 952-591-3859

(ii) If to Certegy: Certegy Check Services, Inc.
11601 Roosevelt Boulevard
St. Petersburg, Florida 33716-2202
Attn: Legal Department
Facsimile: 727-556-9196

with copies to (which shall
not constitute notice): Certegy Check Services, Inc.
11601 Roosevelt Boulevard
St. Petersburg, Florida 33716-2202
Attn: President
Facsimile: 727-556-9051

(b) Any party may change the address to which notices, requests, demands or other communications to the relevant party will be delivered or mailed by giving notice of the address change to the other parties to this Agreement in the manner provided in this Agreement.

12.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

12.3 Entire Agreement. This Agreement, the Confidentiality Agreement (to the extent set forth in this Agreement), and the Additional Agreements, together supersede all prior discussions and agreements between the parties with respect to the subject matter of this Agreement, the Confidentiality Agreement (to the extent set forth in this Agreement), and the Additional Agreements, as amended and modified to the date of this Agreement, and this Agreement and the Additional Agreements contains the sole and entire agreement among the parties with respect to the matters covered by this Agreement and the Additional Agreements. This Agreement will not be altered or amended except by an instrument in writing signed by or on behalf of the party entitled to the benefit of the provision against whom enforcement is sought.

12.4 Governing Law. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York (without application of its conflicts of laws rules).

12.5 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties to this Agreement and their respective heirs, executors, legal representatives, successors and assigns, but may not be assigned by any party without the written consent of all other parties, except to an Affiliate.

12.6 Partial Invalidity and Severability. All rights and restrictions contained in this Agreement may be exercised and will be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary to render this Agreement legal, valid and enforceable. If any term of this Agreement, or part of this Agreement, not essential to the commercial purpose of this Agreement will be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms of this Agreement, or part of this Agreement, will constitute their agreement with respect to the subject matter of this Agreement and all remaining terms, or parts of this Agreement, will remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement will be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

12.7 Waiver. Any term or condition of this Agreement may be waived at any time by the Party which is entitled to the benefit of the term, but only if the waiver is evidenced by a writing signed by the relevant Party. No failure on the part of any Party to this Agreement to exercise, and no delay in exercising any right, power or remedy created under this Agreement, will operate as a waiver thereof, nor will any single or partial exercise of any right, power or remedy by any Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by any party to this Agreement or any breach of or default in any term or condition of this Agreement will constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition of this Agreement.

12.8 Headings. The headings of particular provisions of this Agreement are inserted for convenience only and will not be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement.

12.9 Number and Gender. Where the context requires, the use of the singular form in this Agreement will include the plural, the use of the plural will include the singular, and the use of any gender will include any and all genders.

12.10 Construction. The word "including" (and, with correlative meaning, the word "include") means that the generality of any description preceding such word is not limited, and the words "shall" and "will" are used interchangeably and have the same meaning.

12.11 Time of Performance. Time is of the essence.

12.12 No Reliance by Other Persons. Except for the Parties to this Agreement and any assignees permitted by **Paragraph 12.4** of this Agreement: (a) no Person is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement; and (b) the Parties assume no liability to any Person because of any reliance on the representations, warranties and agreements of the parties contained in this Agreement.

ARTICLE 13. DISPUTE RESOLUTION MECHANISMS.

13.1 Dispute. As used in this Agreement, "Dispute" shall mean any dispute or disagreement between Buyer and Seller concerning any breach or alleged breach by any party under this Agreement or any other matter arising out of this Agreement.

13.2 Process. If a Dispute arises after the Effective Date, the Parties shall follow the procedures specified in this **Article 13** of the Agreement.

13.3 Negotiations. The Parties shall promptly attempt to resolve any Dispute by negotiations between Buyer and Seller. Either Buyer or Seller may give the other Party written notice of any Dispute not resolved to that party's satisfaction in the normal course of business. Buyer and Seller shall meet at a mutually acceptable time and place within ten (10) calendar days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. If the Dispute has not been resolved by these Persons within 30 calendar days of the disputing party's notice, or if the parties fail to meet within such 15 calendar days, either Buyer or Seller may initiate mediation as provided in **Paragraph 13.4** of this Agreement. If a negotiator intends to be accompanied at a meeting by legal counsel, the other negotiator shall be given at least three (3) Business Days' notice of such intention and may also be accompanied by legal counsel.

13.4 Mediation. If the Dispute is not resolved by negotiations pursuant to **Paragraph 13.3** of this Agreement, Buyer and Sellers shall attempt in good faith to resolve any such Dispute by nonbinding mediation. Either Buyer or Seller may initiate a nonbinding mediation proceeding by a request in writing to the other party (the "Request"), and both parties will then be obligated

to engage in a mediation. The proceeding will be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes, with the following exceptions:

(a) If the Parties have not agreed within 30 calendar days of the Request on the selection of a mediator willing to serve, CPR, upon the request of either Buyer or Seller shall appoint a member of the CPR Panels of Neutrals as the mediator; and

(b) Efforts to reach a settlement will continue until the conclusion of the proceedings, which shall be deemed to occur upon the earliest of the date that: (i) a written settlement is reached; or (ii) the mediator concludes and informs the parties in writing that further efforts would not be useful; or (iii) Buyer and Seller agree in writing that an impasse has been reached; or (iv) a period of sixty (60) calendar days has passed since the Request and none of the events specified in Sections (b)(i), (ii) or (iii) have occurred. No Party may withdraw before the conclusion of the proceeding.

(c) If such mediation fails to resolve the controversy within thirty (30) days from the date of such submission, the parties hereto may exercise any and all rights and remedies.

(d) This provision will not be construed to prevent a Party from instituting, and a party is hereby authorized to institute, formal proceedings earlier than the conclusion of the foregoing procedures to avoid the expiration of any applicable limitations, or to preserve a superior position with respect to other creditors, or to preserve those rights regarding confidentiality, or where a party in good faith otherwise determines that a breach of this Agreement by the other party may cause irreparable harm from such breach and relief in the order of a restraining order, injunctive order or other equitable remedy is the only adequate remedy.

13.5 Litigation. Notwithstanding the foregoing, in the event that the Dispute has arisen out of litigation or other court or regulatory action or proceeding against any party hereto by a third party, such Dispute and any and all claims arising out of that Dispute may be heard, adjudicated and determined in an action or proceeding filed in any state or federal court of competent jurisdiction in lieu of the procedures otherwise required hereunder.

13.6 General.

(a) Equitable Remedies. At any time, and regardless of the other provisions of this Article 13, a Party may seek injunctive, specific performance or other equitable or similar judicial relief if in its judgment such action is necessary to avoid irreparable damage, to preserve the status quo or to otherwise preserve the benefits and rights created by this Agreement. The Parties may adjudicate in any court of competent jurisdiction any or all causes of action and claims for damages arising out of such request.

(b) Performance to Continue. Each Party is required to continue to perform its obligations under this Agreement pending final resolution of any Dispute, but in no event is required to perform beyond the time originally required.

(c) Extension of Deadlines. All deadlines specified in this Article 13 of this Agreement may be extended by mutual agreement between Buyer and Seller.

(d) Costs. The Parties shall pay their own costs, fees, and expenses incurred in connection with the application of the provisions of Paragraph 13.3 of this Agreement. Buyer shall pay fifty percent and Seller shall pay fifty percent of the fees and expenses of CPR and the mediator in connection with the application of the provisions of Paragraph 13.4 of this Agreement.

(e) Replacement. If CPR is no longer in business or is unable or refuses or declines to act or to continue to act under Paragraph 13.4 of this Agreement for any reason, then the functions specified in such section to be performed by CPR shall be performed by another Person engaged in a business equivalent to that conducted by CPR, as is agreed to by Buyer and Seller. If Buyer and Seller cannot agree on the identity of a replacement within ten (10) calendar days after a Request, the replacement shall be selected by the Chief Judge of the United States District Court for the District of Hennepin County, Minnesota, upon application. If a replacement is selected by either means, Paragraph 13.4 shall be deemed appropriately amended to refer to such replacement.

ARTICLE 14. ACTIONS BY SELLER AND BUYER FOLLOWING THE CLOSING.

14.1 Further Assurances.

(a) Following the Closing, Seller and Buyer agree to execute such documents, instruments or conveyances and to take such actions as may be reasonably requested by either Party and otherwise to cooperate in a reasonable manner with such Party, its Affiliates and their respective representatives in connection with any action that may be necessary or advisable to carry out the provisions hereof or the transactions contemplated hereby.

(b) Following the Closing, Seller and Buyer agree to make available or cause to be made available to each other, upon request, as promptly as practicable, such information and assistance, including access to all books and records and employees (without any disruption of employment) retained and remaining in existence after the Closing Date as is reasonably necessary for any reasonable business purpose. The Party requesting access to any such books and records or employees shall bear all of the out-of-pocket costs and expenses (including attorneys' fees, but excluding reimbursement for salaries and employee benefits) reasonably incurred in connection with providing access to such books and records and employees.

14.2 Taxes.

(a) Tax Returns. Prior to the Closing Date, each Game Entity shall timely file all Tax returns and reports required to be filed by it by such time (giving effect to any extensions available therefor) and shall pay all Taxes due and payable with respect to such returns. Seller shall timely file all federal, state and local Tax returns and reports for each of the Game Entities for all taxable periods ending on or prior to the Closing Date. Buyer shall timely file all returns and reports for each of the Game Entities for all taxable periods beginning after the Closing Date. For all taxable periods beginning before and ending after the Closing Date, Buyer shall timely file all Tax Returns and reports for each of the Game Entities.

(b) Access to and Retention of Records. Buyer and Seller will provide (or cause to be provided) each other such records, access to employees and assistance (including, without limitation, executing a mutually acceptable power of attorney in favor of Seller in connection therewith) as reasonably may be requested by either of them and related to any Taxes or any Tax return to the extent that the same are in the possession or under their control. From and after the Closing Date, Seller agrees to retain Tax records of the Game Entities relating to tax periods prior to the Closing Date until the expiration of any applicable limitations period (including any extensions thereof) with respect to such tax periods. Seller will use reasonable efforts to notify Buyer prior to the destruction of material tax records for such tax periods, whether such destruction is to be carried out by or on behalf of Seller or Viad. Any such records or other information disclosed pursuant hereto shall be held in strict confidence and shall not be disclosed to others for any reason whatsoever, except to the extent that such disclosure is required in order to effect the intent of this Agreement or such disclosure is required by law.

(c) Allocation of Tax Liability. Seller shall be responsible and pay, and indemnify and hold Buyer and the Game Entities harmless, against and from all Taxes (excluding any transaction, sales, privilege or any similar tax ("Transaction Tax") imposed by any Government on Buyer and not on Seller) (i) due or payable at any time with respect to or relating to the income, ownership and/or operation of the Game Entities at any time on or before Closing, and for all periods ending on or before the Closing Date; or (ii) resulting from any Game Entity having been, or ceasing to be, a member of any consolidated, combined, unitary or similar group that includes Seller or Viad (or any Affiliate of Viad other than Seller), whether imposed under Treasury Regulation 1.1502-6 of the Code or otherwise. For any tax period that begins before the Closing Date and ends after the Closing Date: (x) Seller shall be responsible for and pay over to Buyer, and Seller shall indemnify and hold Buyer and the Game Entities harmless from and against, all Taxes relating to the ownership and operation of the Game Entities for any taxable period beginning before and ending after the Closing Date to the extent such Taxes are attributable to the portion of such period ending on the Closing Date; and (y) Buyer shall be responsible for and pay, and Buyer shall indemnify and hold Seller harmless from and against, all Taxes relating to the ownership and operation of the Game Entities for any taxable period beginning before and ending after the Closing Date to the extent such Taxes are attributable to the portion of such period commencing after the Closing Date. For any tax period that begins before the Closing Date and ends after the Closing Date, Taxes shall be allocated between Seller on the one hand and the Game Entities on the other, as follows:

(i) In the case of any such Taxes not based upon or related to income or receipts, shall be deemed to be the amount of such Taxes for the entire taxable period multiplied by a fraction, (x) the numerator of which is, as appropriate, (A) the number of days in the period ending on the Closing Date or (B) the number of days in the period beginning on the day after the Closing Date and ending on the last day of the relevant taxable period, and (y) the denominator of which is the number of days in the entire taxable period; and

(ii) In the case of any such Taxes based upon or related to income or receipts, shall be determined on the basis of an interim closing of the books at the close of business on the Closing Date.

The Party responsible for the Taxes allocated in accordance with the foregoing (i) shall pay all Taxes when due and payable or (ii) to the extent that a Party other than the Party to whom such Taxes are allocated is preparing and filing a return covering a period that begins prior to the Closing Date and ends on a date thereafter, shall pay over to the Party filing the return such Taxes no later than the later of (x) two (2) business days prior to the due date therefore; or (y) ten (10) business days after receipt of the written notice showing the calculation of the tax due.

(d) **Audits of Pre-Closing Tax Periods.** Buyer and Seller each agree to cooperate with each other in the conduct of audits in which the subject matter thereof relates to pre-Closing periods in the following manner to the extent not subject to the Viad Agreement:

(i) Subject to the rights of Buyer contained in clause (ii) immediately below, Seller shall fully and completely control the negotiation, defense and settlement of any pre-Closing period Tax audit or other examination by a Government of any Tax return filed by Travelers relating to such period (hereinafter individually and collectively defined as an "Audit"), keeping Buyer reasonably informed of the progress of any Audit to the extent such Audit relates specifically to a Game Entity, including, without limitation, providing to Buyer any Information and Document Requests ("IDR") sought by the Internal Revenue Service or other tax authority (collectively, "IRS") pertaining to a Game Entity. The Parties agree to cooperate with one another in connection with the Audit, and Buyer agrees to cooperate with Seller and provide all such assistance as is reasonably requested by Seller (at Seller's sole cost and expense), including, without limitation, immediately informing Seller, executing a mutually acceptable power of attorney in favor of Seller in connection therewith, and providing copies, of any notices received by Buyer and/or a Game Entity relating to any Audit or proposed Audit relating to a pre-Closing period. If requested by Buyer, Seller will provide Buyer with a written explanation as to the basis for the exception in clause (ii) below being inapplicable.

(ii) If an Audit raises an issue relating (A) exclusively to any Game Entity for a post-Closing period, or (B) could result in a tax liability in excess of \$100,000 to Certegy or any Game Entity, individually or collectively, for a post-Closing period (collectively, a "Game Tax Matter"), then Buyer, at its sole expense, shall be entitled to control the negotiation, defense and settlement of such Audit issue insofar as it relates exclusively to a Game Entity or is only of a Game Entity, provided that Seller shall have the right of access to all aspects of the Audit process and information related thereto and Buyer shall keep Seller reasonably informed of the progress of any such defense, negotiation, and/or settlement. In the event that a joint defense to an Audit is appropriate under the circumstances described in the preceding sentence, Seller and Buyer each agree to use their best efforts to cooperate with each other in the joint defense of such Audit, including, but not limited to, entering into a joint defense agreement. Any Taxes relating to a pre-Closing period shall be the responsibility of and paid by Travelers, and Travelers shall be entitled to and shall receive any corresponding refund of such Taxes.

(iii) Notwithstanding any provision in this subparagraph (d) to the contrary, neither Buyer nor any Game Entity shall consent to the entry of any judgment or resolve, settle or compromise any Audit insofar as relates to a Game Tax Matter without the prior written consent of Travelers, which consent will not be unreasonably withheld, delayed or conditioned.

14.3 Mutual Information Matters. With respect to Mutual Information Matters, the Parties shall negotiate in good faith with one another as and when the need arises to enter into one or more agreements regarding (i) the confidentiality of such Mutual Information Matters; (ii) the prosecution and defense of such Mutual Information Matters, which may include joint defense agreements; and (iii) the preservation of attorney-client and other legal privileges. The Parties acknowledge and agree that the matter identified in Paragraph 15.1(b) does not constitute a Mutual Information Matter; therefore, notwithstanding the provisions of Paragraph 3.1 above, Buyer shall not be entitled to receive, or have access to, any information other than public records associated with this lawsuit.

ARTICLE 15. CARVE OUTS.

15.1 Retained Matters. The Parties intend and agree that certain identified matters be specifically excluded from the sale contemplated by this Agreement. It is, accordingly, understood and agreed that, notwithstanding anything herein to the contrary, the following matters, including, but not limited to, any rights, recoveries, obligations, claims, responsibilities, liabilities, causes of action, benefits, or otherwise associated therewith (individually referred to herein as a "Retained Matter", and collectively as the "Retained Matters") shall remain exclusively with Seller and/or its Affiliates (excluding any Game Entity after the Closing Date):

(a) All matters related to the claims for workers' compensation set forth in Paragraph 4.14 of the Disclosure Memorandum;

(b) The lawsuit of Game Financial Corporation and Viad Corp vs. Global Cash Access, L.L.C. and First Data Corporation filed in District Court, Fourth Judicial District, State of Minnesota;

(c) All other lawsuits and similar claims disclosed in Paragraph 4.14 of the Disclosure Memorandum;

(d) Any violations of Currency Transaction Reports occurring subsequent to December 15, 1997, up to the Closing Date; and

(e) All matters, occurrences or situations related to Employee Benefit Plans that existed at or relate to periods prior to the Closing Date.

15.2 Assistance. After the Closing Date, Buyer shall, and will cause the Game Entities to, provide reasonable and necessary assistance and support to assist Seller in the prosecution, defense and settlement of any Retained Matter, as the case may be, including the availability of

Buyer's and/or the Game Entities' personnel as witnesses and reasonable access to records and information (in whatever form) as may be necessary in the opinion of Seller for such prosecution, defense, and settlement of any Retained Matters; provided that any reasonable out-of-pocket expenses related to such assistance shall be borne by Seller.

15.3 Handling of CTR Violations.

(a) In the defense or settlement of any violation of any Currency Transaction Reports referred to in **Paragraph 15.1(c)** above ("CTR Violations"), Seller shall not be entitled to control the defense or settlement of any such claim to the extent that the claim seeks an injunction or equitable relief against a Game Entity which, if successful, could reasonably interfere with the business of such Game Entity. Further, Seller shall obtain the prior written consent of Buyer (which shall not be unreasonably withheld, delayed, or conditioned) before entering into any settlement of a CTR Violation or ceasing to defend such claim, if pursuant to or as a result of such settlement or cessation, injunctive or other equitable relief will be imposed against any Game Entity which could reasonably impact the business of such Game Entity. The determination as to whether or not the relief sought could reasonably impact the business of any Game Entity shall be made as soon as possible by Buyer acting in good faith. Buyer's consent, however, is not required for any monetary settlement which will be satisfied solely by Seller, and which Seller shall have the exclusive right to negotiate.

(b) Seller shall keep Buyer reasonably informed of the progress of any such defense, compromise or settlement of any CTR Violation. Buyer shall also be permitted to participate in any discussions with regulators to settle or defend any CTR Violations; provided that it does not admit any liability with respect to any such CTR Violations, unless otherwise agreed to by Seller. The Parties hereto agree that Seller shall take the lead role in such discussions, and Buyer's participation shall be at its sole cost and expense.

(c) After the Closing, each Party agrees to provide immediately to the other copies of any written correspondence and/or other notices received from or given to any Government relating to a CTR Violation. Each party also shall keep the other fully informed of any telephone calls or other communications received from or given to any Government relating to a CTR Violation.

[Signatures Appear on Following Page]

TOTAL P. 02

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CERTGY TRANSACTION SERVICES, INC.

By: _____
Print Name: _____
Title: _____

TRAVELERS EXPRESS COMPANY, INC. *th*

By: *T. D. Hille*
Print Name: *Philip A. Hille*
Title: *President / CEO*

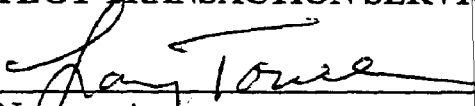
214 953 4375 P. 02/02

HOTEL CRESCENT COURT

FEB-19-2004 12:13

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CERTEGY TRANSACTION SERVICES, INC.

By: 
Print Name: Larry Towe
Title: Chief Operating Officer

TRAVELERS EXPRESS COMPANY, INC. 

By: _____
Print Name: _____
Title: _____

**SCHEDULE 1.1
TO
STOCK PURCHASE AGREEMENT**

CERTAIN DEFINITIONS; INDEX OF DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, unless the context otherwise requires, the following capitalized terms will have the meanings specified below:

"Action" means any action, suit, complaint, counter-claim, claim, petition, set-off or administrative proceeding, whether at law, in equity or otherwise, and whether conducted by or before any Government or other Person.

"Affected Employees" shall have the meaning set forth in **Paragraph 3.10(a)** hereof.

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with the former Person from time to time. A Person will be deemed to control another Person if that Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreed Form" means in the form produced to the parties on the date of this Agreement and initialed by or on behalf of Certegy and Travelers for the purposes of identification.

"Americans with Disabilities Act of 1990" means the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 et seq.

"Article" and **"Paragraph"** and like references are to this Agreement unless otherwise specified, and all **"Exhibits"** are references to those attached to this Agreement and incorporated in this Agreement by this reference, unless otherwise specified.

"Business Day" means each weekday that is not a holiday other than a Saturday or a Sunday under federal or Minnesota law.

"Code" means the United States Internal Revenue Code of 1986, as amended, from time to time, and regulations other pronouncements promulgated thereunder.

"Confidentiality Agreement" shall mean the letter agreement between Viad Corp and Certegy, Inc. dated as of May 29, 2003, as amended pursuant to a letter dated September 25, 2003, addressed to Jeffery Ward, Vice President, Chief Counsel of Check Services.

"Disclosure Memorandum" means the separate disclosure memorandum executed and delivered by Travelers simultaneously with the execution and delivery of this Agreement, as it may be amended prior to the Closing Date.

"Fixed Asset Register" means assets owned by the Game Entities which are the listing of all fixed assets employed in the operation of the Business as of 12-31-03.

"Forum" means any national, provincial, municipal, local or foreign court, governmental agency, administrative body or agency, tribunal, private alternative dispute resolution system, or arbitration panel.

"Government" means any national, provincial, state, municipal, local or foreign government or any ministry, department, commission, board, bureau, agency, authority, instrumentality, unit, tribal council or authority, or taxing authority thereof.

"Knowledge" means the actual (and not imputed) knowledge of the individual or individuals of Management, responsible for (i) the subject matter of a representation or warranty, or (ii) complying with any applicable law, ordinance, regulation or tribal decree of similar affect as well as those duties, understandings, obligations and/or requirements imposed by applicable law, ordinance, regulation or tribal decree of similar affect.

"Law" means all national, provincial, regional, tribal, state, municipal, local or foreign constitutions, statutes, compacts, rules, regulations, directives, ordinances, acts, codes, legislation, treaties, conventions and similar laws and legal requirements, as in effect from time to time.

"Liability" means any liability or obligation whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and whether due or to become due.

"Lien" means any claim, mortgage, pledge, hypothecation, security interest, encumbrance, lien or charge of any kind, or any rights of others, however evidenced or created (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, or any lease having a similar effect or result).

"Management" shall mean Philip W. Milne, President & Chief Executive Officer; David J. Parrin, Vice President & Chief Financial Officer; Greg Waltz, Senior Director - Strategic Financial Planning; Teresa H. Johnson, Vice President, Chief Legal Counsel; Craig Bongart, Regional Vice President of Sales; Mary A. Dutra, Vice President & General Manager, Payment Systems Group; and Dave Albright, Vice President & Chief Technology Officer; Layne Simmons, Tom Haider, Luann Delano, Jeff Hammond, Jeffrey Bartels, Laura Schultz, Kimberly Hein.

"Material Adverse Effect" means an effect which could result in a material adverse change in the financial condition, business operations, assets, properties or rights of a Game Entity or the Business, as the applicable case may be.

"Mutual Information Matters" means all matters relating to or requiring the disclosure of information that would be considered confidential, proprietary or privileged (attorney-client or otherwise) by the disclosing Party that is not otherwise protected by the covenants contained in Article 9 (Indemnities) following Closing and which is reasonably necessary to fulfill the obligations that continue after Closing, including, but not limited to, the obligations identified in Article 15 (Carve Outs).

"Native American Authority" shall mean any regulatory body, agency, instrumentality, department, commission, court, tribunal, authority, board or other governing body of any Native American Tribe.

"Native American Tribe" shall mean a sovereign nation state of Native American descent recognized by the United States of America.

"Orders" means all orders, writs, judgments, decrees, rulings and awards of any Forum or Government.

"Organizational Documents" shall mean (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (e) any amendment to any of the foregoing.

"Permitted Payments" means the anticipated distribution in the form of a dividend to be paid on or before the Closing Date to the extent contemplated by this Agreement.

"Person" means and includes an individual, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any legal or juridical entity, the equivalent of any of the foregoing under any Law, and any Government.

"Representative" of a party means that party's directors, officers, partners, employees, agents, accountants, lenders, lawyers, investment bankers, merchant bankers, and other financial or professional advisors or consultants.

"Taxes" means any past, present or future taxes, levies, imposts or duties of whatever nature, including income, gross receipts, excise, property, sales, transfer, license, payroll, withholding, social security, unemployment insurance, and franchise taxes, now or hereafter imposed or levied by any federal, state, local or foreign Government or by any

department, agency or other political subdivision or taxing authority thereof or therein and all interests, penalties, additions to tax, and other similar liabilities with respect to the Taxes.

"Viad Corp" means Viad Corp, a Delaware corporation.

"Viad Matter" means any claim or assertion by or through Viad that Certegy or any Game Entity (or any of their predecessors) has any Liability to or through Viad for any fact, occurrence or situation relating to any period prior to the Closing Date.

1.2 Other Defined Terms. In addition to the terms defined in the Preamble and the "Whereas" clauses to this Agreement and in Paragraph 1.1 above, the following capitalized terms shall have the meanings, unless the context otherwise requires, ascribed to such terms in the respective Paragraphs set forth below:

<u>TERM</u>	<u>PARAGRAPH</u>
"Accountants"	2.3(e)
"Additional Agreement(s)"	2.8(b)
"AMT Credit Adjustment"	2.5
"Bank Account"	2.8(a)
"Breaching Party"	11.2(d)
"Buyer Claim"	9.1
"Buyer Party"	9.1
"Buyer's Threshold"	9.5(c)(ii)
"Certegy Indemnification Cap"	9.3
"Claim"	9.4
"Claim Notice"	9.4
"Closing"	2.7
"Closing Balance Sheet"	2.3(c)
"Closing Date"	2.7
"Closing Documents"	2.8(a)
"Closing Net Working Capital"	2.3(c)
"COBRA"	4.17(f)
"Competitive Business"	3.8(a)
"Contracts"	4.13
"Copyrights"	4.12(a)
"CPR"	13.4
"De Minimis Claim"	9.5(d)
"Employee Benefit Plans"	4.17(a)
"Financial Statements"	4.6
"GAAP"	1.2
"Hazardous Substance"	4.11(b)
"HTML"	4.12(a)
"Initial Net Working Capital"	2.3(b)
"Intellectual Property"	4.12(a)

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"License Rights"	4.12(a)
"Loss(es)"	9.1
"Marks"	4.12(a)
"Patents"	4.12(a)
"Permits"	4.5
"Property Leases"	4.10(b)
"Purchase Price"	2.2
"Reference Date"	4.26
"Related Parties"	4.20
"Request"	13.4
"Restricted Period"	3.8(a)
"Retained Matters"	15.1
"Seller Claim"	9.2
"Seller Party"	9.2
"Seller's Threshold"	9.5(c)(i)
"Software"	4.12(a)
"Travelers Indemnification Cap"	9.3
"Web IP"	4.12(a)

**DISCLOSURE MEMORANDUM
TO
STOCK PURCHASE AGREEMENT
dated as of February 19, 2004**

**by and among
TRAVELERS EXPRESS COMPANY, INC.
(as "Seller")**

and

**CERTEGY TRANSACTION SERVICES, INC.
(as "Buyer")**

(the "Agreement")

This Disclosure Memorandum is furnished pursuant to and as part of the Agreement. The information disclosed relates to the representations and warranties required by Article 4 of the Agreement. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Agreement. These disclosures are not intended to constitute, nor shall such disclosure be construed as, an admission that such information is material except to the extent required by the Agreement.

The headings used in the attached disclosures have been inserted for purposes of referencing the specific provision of the Agreement to which the disclosure applies or otherwise qualifies.

Article 4. Representations, Warranties and Covenants of Travelers

Paragraph 4.1. Existence; Authority; Capitalization

SubParagraph (a). Game is not currently qualified as a foreign corporation authorized to do business in the state of New York. Application has been made and a penalty paid.

SubParagraph (b). *The following is a complete and accurate list for each Game Entity of its name, its jurisdiction of incorporation, other jurisdictions in which it is authorized to do business and its capitalization (including the identity of each stockholder and the number of shares held by each):*

Game Financial Corporation

State of Incorporation: Minnesota

Authorized to do business in: Arizona, California, Colorado, Delaware, Florida, Idaho, Illinois, Indiana, Iowa, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, Washington, West Virginia and Wisconsin

Capitalization: 1000 \$1.00 par value common

Stockholder: Travelers Express Company, Inc.

Outstanding Shares: 1000

Game Cash, Inc.

State of Incorporation: Minnesota

Authorized to do business in: California, Idaho, Indiana, Iowa, Kansas, Michigan, Minnesota, New Mexico, North Dakota, Oregon, South Dakota, Texas, Washington, and West Virginia

Capitalization: 100,000 \$1.00 par value common

Stockholder: Game Financial Corporation

Outstanding Shares: 1000

Game Financial Corporation of Wisconsin

State of Incorporation: Wisconsin

Authorized to do business in: Wisconsin

Capitalization: 5000 \$.01 par value common

Stockholder: Game Financial Corporation

Outstanding Shares: 1,000

Subparagraph (c). The following is a list for each Game Entity of (i) all locations where each Game Entity currently owns, occupies or leases real property, whether such leasehold interest is maintained through a written lease, as a component of a written services agreement, through a verbal arrangement or otherwise has a place of business; and (ii) all trading names under which any Game Entity or its respective predecessors has operated, if different from its present legal name, at any time since December 31, 1997.

The Business currently occupies space at the following locations that are owned or leased by Travelers:

1550 Utica Avenue South, Minneapolis, Minnesota 55416
6701 Parkway Circle, Brooklyn Center, MN 55430

Game Financial Corporation operates under and has registered GameCash as an assumed name in the following jurisdictions: Arizona – Maricopa County; Colorado; Delaware – Kent County; Delaware – New Castle County; Florida; Indiana; Indiana – Marion County; Minnesota; Missouri; Nevada – Clark County; New Jersey; Oklahoma; Washington

Paragraph 4.2. Authority; Inconsistent Obligations.

Subparagraph (a). There are no exceptions.

Subparagraph (b). See Paragraph 4.4 with respect to requirements for consent and Paragraph 4.13 with respect to certain termination rights.

Paragraph 4.3. No Violation; Compliance with Laws. See Paragraph 4.1(a) with respect to qualification in the state of New York, Paragraph 4.5 with respect to pending license applications, and Paragraph 4.14 with respect to possible CTR reporting violations.

Game is currently out of compliance with certain employment related ordinances of the Tohono O’odham Employment Rights Office (“TERO”). Game is working closely with a compliance officer to achieve compliance, including calculation and payment of an accrued liability for a revenue based fee that is assessed against employers operating on tribal land.

Paragraph 4.4. Consents. The Merchant Member Agreement between Game and U.S. Bank National Association dated February 1, 2001, prohibits a change in control without the prior written consent of U.S. Bank.

The OEM/Value-Added Software Reseller Agreement between Diebold, Incorporated and Game Financial Corporation dated as of February 18, 2004, prohibits the change of control without the prior written consent of Diebold.

Consents and/or approvals from certain jurisdictions may be necessary to maintain existing licenses, permits, certificates or other authorizations.

See Paragraph 4.13, below, regarding certain termination rights.

Paragraph 4.5. Possession of Licenses, Etc.

The following are all of the Permits, the issuing Governments, the permit numbers, the dates of issuance and their duration, and the type of license:

	State	Issuing Party	Licensed Party	License/Permit Type and Number	Expiration Date
1	Arizona	Department of Gaming	Game Financial Corporation	State Certification State ID #94165	05/31/2004
2	Arizona	Fort McDowell Tribal Gaming Office	Game Financial Corporation	Vendor 171	05/29/2004
3	Arizona	Tohono O'Odham Nation Gaming Office	Game Financial Corporation	Temporary	Upon issuance or denial of permanent license
4	California	Department of Justice (Indio, CA)	GameCash, Inc.	Check casher 2799001	01/23/2004 Application pending/We're no longer at this location

	State	Issuing Party	Licensed Party	License/Permit Type and Number	Expiration Date
5	California	Department of Justice (Indio, CA)	GameCash, Inc.	Check casher 2799002	01/23/2004 Timely request for renewal filed/Application pending
6	California	Department of Justice (Indio, CA)	GameCash, Inc.	Check casher 2799003	01/23/2004 Application pending/We're no longer at this location
7	California	Department of Justice (Indio, CA)	GameCash, Inc.	Check casher 2799004	01/23/2004 Renewal pending/We're no longer at this location
8	California	Department of Justice (Santa Ynez, CA)	GameCash, Inc.	Check casher 2799005	01/23/2004 Timely request for renewal filed/Application pending
9	California	Department of Justice (Indio, CA)	GameCash, Inc.	Check casher 2799006	01/23/2004 Renewal pending/We're no longer at this location

	State	Issuing Party	Licensed Party	License/Permit Type and Number	Expiration Date
10	Delaware	State Bank Commissioner (Dover, DE)	Game Financial Corporation	Check cashing 143435	12/31/2003 Renewal Pending/ No current operations in Delaware
11	Delaware	State Bank Commissioner (Harrington, DE)	Game Financial Corporation	Check cashing 143436	12/31/2003 Renewal Pending/ No current operations in Delaware
12	Delaware	State Bank Commissioner (Stanton, DE)	Game Financial Corporation	Check cashing 143434	12/31/2003 Renewal Pending/ No current operations in Delaware
13	Indiana	The Indiana Gaming Commission	GameCash, Inc.	Suppliers GCI99-SL-2/2002	02/25/2005
14	Louisiana	LSP Gaming Suitability Unit	Game Financial Corporation	Non-gaming supplier P086502249	06/28/2007

	State	Issuing Party	Licensed Party	License/Permit Type and Number	Expiration Date
15	Michigan	Little Traverse Bay Bands of Odawa Indians Gaming Regulatory Commission	Game Financial Corporation dba GameCash	Gaming regulatory commission key contractors 1004	06/29/2004
16	Michigan	The Saginaw Chippewa Indian Tribe of Michigan	GameCash, Inc	Non-gaming vendor 79NG	09/30/2004
17	Minnesota	Department of Commerce	GameCash, Inc.	Currency exchange CE 20330579	12/31/2004
18	Minnesota	Mille Lacs Band of Ojibwe Indians	Game Financial Corporation	Vendor C-1031	09/18/2004
19	Minnesota	Shakopee Mdewakanton Sioux (Dakota) Community Gaming Commission	Game Financial Corporation dba GameCash	Vendor E-5062	01/31/2004 (casino handles renewals)
20	New Jersey	Casino Control Commission	Game Financial Corporation t/a GameCash	Casino service industry 46491	09/30/2004

	State	Issuing Party	Licensed Party	License/Permit Type and Number	Expiration Date
21	Michigan	The Saginaw Chippewa Indian Tribe of Michigan	GameCash, Inc	Non-gaming vendor 79NG	09/30/2004
22	New Jersey	Casino Control Commission	Game Financial Corporation t/a GameCash	Casino service industry 46491	09/30/2004
23	North Dakota	Spirit Lake Tribe	Game Financial Corporation	Business 05-03-093	05/14/2004
24	US Virgin Islands	Casino Control Commission	Game Financial Corporation	Non-gaming related CSE/NG 148-00	2/23/04 Application pending
25	Washington	Department of Financial Institutions	Game Financial Corporation dba GameCash	Check cashing 530-CC-16350	Currently in place, but Game qualifies for an exemption
26	Washington	Kalispel Tribal Gaming Agency	Game Financial Corporation dba GameCash	Permanent 0166	10/3/04

	State	Issuing Party	Licensed Party	License/Permit Type and Number	Expiration Date
27	West Virginia	State Tax Department	Gamecash, Inc.	Business registration certificate 028935	06/30/2004
28	Wisconsin	Division of Gaming	Game Financial Corporation of Wisconsin	Certificate OIG98-73	02/28/1999 (WI Div of Gaming currently reviewing renewals for past and current years)
29	Wisconsin	Menominee Tribal Gaming Commission	Game Financial Corporation of Wisconsin dba VIAD Corporation	Non-gaming vendor 2002-0052	11/30/2003 The Tribe declared an informal moratorium on renewals due to staffing issues
30	Wisconsin	Wisconsin Department of Financial Institutions	Game Financial Corporation of Wisconsin	Currency Exchange License	Issued 10/19/99 (Continues in effect until terminated)

Game has an application pending with the California Department of Justice for a check casher permit for its operations within the Rolling Hills Casino located at 2655 Barham Road, Corning, California.

GameCash, Inc. currently holds a check casher permit for operations at Chumash Casino in Santa Ynez, California. The Chumash Casino contract is with Game Financial Corporation and, as such, a written request has been made to the California Department of Justice for an additional check casher permit in the name of Game Financial Corporation.

Game has a Video Lottery Gaming Application for a Non-Gaming Vendor pending with the New York Lottery for operations at Miracle Isle Gaming Resort in Vernon, New York.

GameCash, Inc. has applied to the Santa Ynez Tribal Gaming Agency for a Vendor Gaming License for its operations at Chumash Casino in Santa Ynez, California.

A check cashing license will may be required for proposed operations at Miracle Isle in Vernon, New York. No application has been submitted.

Paragraph 4.6. Financial Statements. The following are the Financial Statements:

**Game Financial
Income Statement**
2001, 2002, Q1 2003 Q2 2003

EXECUTION COPY

	June 2003	March 2003	December 2002	December 2001
91040-GFC Volume - Checks Cashed	422,392	377,990	1,859,760	2,254,397
91041-GFC Volume Cash Advances	433,079	399,386	1,716,260	1,823,168
91042-GFC Volume - ATM Transactions	1,253,860	1,083,230	4,737,372	5,161,268
49020-GFC Check Cashing Fees	\$ 2,349,601	\$ 2,058,528	\$ 10,536,115	\$ 14,956,301
49022-GFC Bankcard Fees	10,725,434	10,206,402	39,248,421	39,644,837
49024-GFC ATM Commissions	3,327,064	2,749,083	12,284,438	12,065,159
Transaction Fee Revenue	16,402,100	15,014,013	62,068,974	66,696,296
49006-Draft Service Fee	285	330	2,816	10,565
Processing Fee Revenue	285	330	2,816	10,565
Fee Revenue	16,402,385	15,014,343	62,071,790	66,706,861
49018-Miscellaneous Revenue	31,087	7,627	135,578	127,155
49008-Collection Charges	995	53,323	0	0
49023-GFC Check Collection Fees	181,829	150,617	788,628	1,091,950
49057 - ATM Interchange Revenue	762,278	691,334	2,912,155	2,993,271
49002-Money Order Replacement-Photo Fees	0	0	0	(6,010)
49063-Bank Fee Earning Credit	3,995	3,395	20,015	52,177
Other Revenue	980,182	906,296	3,856,376	4,258,543
Revenue	17,382,567	15,920,639	65,928,166	70,965,404
61007-GFC Rent Commissions	124,937	90,867	1,043,836	3,134,855
61008-GFC ATM Rent Commissions	2,742,136	2,206,072	10,122,194	9,088,100
61009-GFC ATM Commission Expense/Due to	59,700	57,596	229,262	282,172
61015-GFC Credit Card Cash Advance Rent Commissions	4,591,801	4,372,909	16,806,735	14,569,177
69103-Signing Bonus Amortization	9,554	9,554	6,250	0
Commissions/Rebates	7,527,928	6,738,998	28,008,277	27,074,304
Net Revenue	9,854,639	9,183,942	37,919,889	43,891,100
Salaries/Benefits	1,922,590	1,756,492	8,542,766	9,087,434
Forms/Supplies	78,067	80,387	425,194	524,280
Facilities/Rent	109,148	104,231	351,147	288,714
Equipment Rent/Maint	174,057	226,611	727,690	865,848
Bank Charges	3,926,204	3,738,425	14,041,123	15,046,906
Provision for Loss	361,608	233,508	1,805,945	3,547,124
Travel & Entertainment	102,072	91,879	545,773	696,340
Property/Use Tax	49,873	31,410	152,794	137,598
Outsource Fees	252,692	124,840	544,743	1,040,346
Marketing	6,746	31,064	169,826	267,147
Telecommunications	286,800	343,738	983,060	780,193
Postage, Freight, & Delivery	27,112	25,946	128,153	108,783
Training & Development	521	16,907	24,481	31,227
Recruiting Expense	17,476	14,794	93,873	140,955
Rebill Expense	61,019	0	(177,757)	122,536
Miscellaneous Expense	199,370	66,155	713,099	513,394
Inter LOB & Direct Admin Allocations	337,459	429,265	1,500,563	941,410
Depreciation	202,907	205,685	796,645	1,127,932
Total Operating Expenses	8,115,740	7,519,135	31,369,116	35,258,165
Operating Income	1,738,900	1,664,807	6,550,773	8,622,935
Taxes	418,438	423,382	1,682,560	2,680,675
Net Income	\$ 1,320,462	\$ 1,241,425	\$ 4,868,213	\$ 5,942,260

**Game Financial
Balance Sheet
For Periods Ending:**

	June 2003*	March 2003	December 2002	December 2001
Assets				
Cash		\$ 27,195,135	\$ 39,124,777	\$ 34,927,553
Prepaid Expense		244,633	288,791	236,132
Receivable from Casinos		485,331	629,092	0
Receivable from Credit Card Companies		2,485,556	4,608,227	3,991,318
Returned Checks		888,408	995,519	2,371,448
Returned Check Reserve		(722,164)	(780,032)	(1,541,615)
Other Assets		100	-	1,014,368
Intercompany		3,481,609	(10,536,767)	(4,514,104)
Deferred Taxes		1,176,538	972,393	143,477
Property And Equipment		2,623,496	2,437,280	2,116,017
Capitalized Software		475,187	574,320	510,963
Total Assets		\$ 38,333,830	\$ 38,313,600	\$ 39,255,556
Liabilities				
Other Liabilities		\$ (15,498,437)	\$ (16,249,949)	\$ (15,420,859)
Commissions Payable		(2,542,114)	(2,259,226)	(1,903,145)
Accounts Payable		(100,169)	(85,121)	(1,096,462)
Accrued Compensation		(391,843)	(330,889)	(343,641)
Accrued Income Taxes		1,043,577	1,471,789	259,711
Total Liabilities		\$ (17,488,985)	\$ (17,453,397)	\$ (18,504,395)
Stockholder's Equity				
Common Stock		\$ (45,309)	\$ (45,309)	\$ (45,309)
Additional Paid in Capital		(4,777,475)	(4,777,475)	(4,777,475)
Retained Earnings		(16,022,060)	(16,037,419)	(15,928,377)
Total Stockholder's Equity		\$ (20,844,844)	\$ (20,860,202)	\$ (20,751,161)
Total Liabilities and Stockholder's Equity		\$ (38,333,830)	\$ (38,313,600)	\$ (39,255,556)

*The June 30, 2003 Balance Sheet is shown in Exhibit A-1 to the Stock Purchase Agreement

Paragraph 4.7. Title to Properties. There are no exceptions.

Paragraph 4.9. Tangible Property.

Subparagraph (a). There are no exceptions.

Subparagraph (b). There is no leased property.

Paragraph 4.10. Real Property.

Subparagraph (a). Neither Game nor any Game Entity owns any real property.

Subparagraph (b). Neither Game nor any Game Entity is party to any agreement with respect to leases, easements, rights of way, licenses or other interests in Real Property.

Paragraph 4.12. Intellectual Property Rights.

Subparagraph (a). The following sets forth (i) each material trademark, service mark, trade name, and all registrations and applications for any of the foregoing that are owned by or used in the conduct of the business or operation of any of the Game Entities ("Marks"); (ii) each material copyright, and all registrations and applications for any of the foregoing that are owned by or used in the conduct of the Business or operation of any of the Game Entities ("Copyrights"); (iii) material website applications and Internet web sites, including any domain names, URLs, hypertext markup language ("HTML") files, graphics, text files and documentation associated with such website applications and Internet websites (the "Web IP"); (iv) each material patent, patent application, invention disclosure in any jurisdiction pertaining to the foregoing, including all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof that are owned by or used in the conduct of the Business or operation of any of the Game Entities ("Patents"); and (v) all material computer programs, software and databases (including computer programs that are in the process of being developed that are not yet in use, but excluding computer programs, software and databases licensed pursuant to non-exclusive perpetual licenses granted in the ordinary course of business for commonly available commercial software) that are owned by or used in the conduct of the business or operations of any of the Game Entities ("Software");

(i) **Marks.** Game holds the following trademarks:

Registration Number 1989,255, issued by the United States Patent & Trademark Office and Registrations Number 495,471 issued by the Canadian Intellectual Property Office, for the following:



Registration Number 2,000,355 issued by the United States Patent & Trademark Office and registration Number 495,469 issued by the Canadian Intellectual Property Office, for the following:

CASHSTAT®

On January 13, 2004, Game filed 3 trademark applications with the United States Patent and Trademark Office for the following:

1. All-In-OneSM (serial number 78351077)
2. GameCashRichesSM (serial number 78351265)
3. GameCashGrandSM (serial number 78351256)

(ii) **Copyrights.** Game holds unregistered copyrights in various computer screens, brochures, manuals and marketing materials.

(iii) **Patent.** Game holds no patents

(iii) **Websites.** Game maintains a website at www.gamecash.com.

(v) **Software.** Game has developed and owns the following software:

Software Name	Purpose
CTR Audit Process	Monitoring for CTR reporting
CashStat®	Monitoring system that detects when a kiosk is not communicating.
All-in-One SM	Processing of credit card, debit card and ATM transactions - under license from Diebold Incorporated
Check Cashing Databases	Maintenance of 2 check cashing databases: one by customer and one by transaction
Credit Card Cash Advance Report	Creates end of day reports by customer
Credit Card Advance \$3000	Alerts the terminal user that a customer has reached an aggregate for the day of \$3000 in credit card advances
Reporting	Provides internal (operations, accounting) and external (customer) reporting

All of the foregoing property is owned by Game unless otherwise noted.

Subparagraph (c). Game has the right to use all of the Intellectual Property and License Rights, without payment to a third party, except as provided in that certain OEM/Value-Added Software Reseller Agreement between Diebold, Incorporated and Game Financial Corporation dated February 18, 2004, with respect to the All-in-OneSM software.

Subparagraph (e). There are no exceptions.

Subparagraph (f). See Paragraphs 4.4 and 4.13. A copy of the document prepared by Snell & Wilmer entitled Executive Summary of 3-In-1 ATM Non-Infringement of US Patent No. 6,081,792 has previously been delivered to Buyer.

Paragraph 4.13. Contracts. The following is a true, correct and complete list of all material contracts, whether oral or written, to which any Game Entity is a party or by which it or any of its assets or properties is bound or to which the same may be subject or liable:

The following are contracts with casinos:

1	MGM Grand Hotel, Inc.	The Mirage Casino-Hotel, Las Vegas, NV; Bellagio, Las Vegas, NV; Treasure Island, Las Vegas, NV; Boardwalk Casino, NV; Beau Rivage - Hotel, Biloxi, MS; MGM Grand Hotel & Casino, Las Vegas, NV; MGM Grand - Detroit, Detroit, MI; New York-New-York, Las Vegas, NV; Buffalo Bill's Resort & Casino, Primm, NV; Whiskey Pete's Hotel Casino, Primm, NV; Primm Valley Resort & Casino, Primm, NV
2	Saginaw Chippewa Indian Tribe of Michigan, d/b/a/ Soaring Eagle Gaming	Soaring Eagle Casino, Mt. Pleasant, MI
3	Indian Gaming Company, L.P.	Argosy Casino Lawrenceburg, Lawrenceburg, IN
4	Little Six, Inc.	Mystic Lake Casino Hotel, Prior Lake, MN Little Six Casino, Prior Lake, MN
5	Santa Ynez Band of Mission Indians	Chumash Casino, Santa Ynez, CA
6	The Corporate Commission of the Mille Lacs Band of Ojibwe Indians	Mille Lacs Grand Casino, Hinkley, MN
7	Ameristar Casinos, Inc.	Ameristar Casino Hotel Council Bluffs, Council Bluffs, IA; Ameristar Casino Hotel Vicksburg, Vicksburg, MS; Cactus Petes Hotel & Casino, Jackpot, NV; The Horseshu Hotel and Casino,

		Jackpot, NV; Ameristar Casino Hotel Kansas City, Kansas City, MO; Ameristar Casino St. Charles, St. Charles, MO
8	Charles Town	Charles Town Races, Charles Town, WV
9	Majestic Star Casino, LLC	Majestic Star Casino, Gary, IN
10	The Venetian Casino Resort, LLC	The Venetian Resort Hotel Casino
11	Spirit Mountain Casino	Spirit Mountain Casino, Grand Ronde, OR
12	Paskenta Band of Nomlaki Indians	Rolling Hills Casino, Orlando, CA
13	Canterbury Park Holding Corporation	Canterbury Park, MN
14	Cabazon Band of Mission Indians	Fantasy Springs Casino, Indio, CA
15	Hon-Dah Resort Casino and Conference Center	Hon-Dah Casino, Pinetop, AZ; Hon-Dah Convenience Store, Pinetop, AZ
16	Spirit Lake Casino & Resort (a wholly owned enterprise of the Spirit Lake Tribe)	Spirit Lake Casino & Resort, Spirit Lake, ND
17	Fort McDowell	Fort McDowell Casino, Fountain Hills, AZ
18	Mardi Gras Casino, Corp.	Casino Magic - Bay St. Louis, Bay St. Louis, MS
19	Menominee Indian Tribe of Wisconsin	Menominee Casino-Bingo- Hotel, Keshena, WI
20	Eagle Mountain Casino	Eagle Mountain, Porterville, CA
21	President Casino Broadwater	President Casino, Biloxi, MS
22	Treasure Bay Corp.	Treasure Bay, Biloxi, MS
23	Pioneer Hotel	Pioneer Hotel & Gambling Hall, Laughlin, NV
24	Lucky Star Casino	Lucky Star Casino, Oklahoma City, OK
25	Treasure Bay V.I. Corp.	Divi Carina Bay Casino, Christiansted, US Virgin Islands
26	Canyon Casino, Inc.	Canyon Casino, Black Hawk, CO
27	Freeport Casino Cruise	Freeport Casino Cruise, Freeport, NY
28	Kootenai River Inn and Casino	Kootenai River Inn and Casino, Bonners Ferry, ID
29	Concorde Gaming Corporation	Golden Gates Casino, Black Hawk, CO Golden Gulch Casino, Blackhawk, CO
30	Tohono O'odham Gaming Authority, an enterprise of the Tohono O'odham Nation Indian Tribe, d/b/a Desert Diamond Casino	Desert Diamond Casino, Sahuarita, AZ
31	The Corporate Commission of the Mille Lacs Band of Ojibwe Indians	Mille Lacs Hinckley, Onamia, MN
32	Trump Indiana Inc.	Trump Casino Resorts, Gary, IN
33	Alton Gaming Company	Argosy's Alton Belle Casino, Alton, IL
34	Barden Colorado Gaming LLC	Fitzgerald's Casino Black Hawk, Black Hawk CO
35	Barden Nevada Gaming LLC	Fitzgerald's Casino Hotel Las Vegas, NV

36	Barden Mississippi Gaming LLC	Fitzgerald's Casino Hotel Tunica, Robinsonville, MS
37	Mid-State Raceway, Inc.	Miracle Isle Gaming Resort, Vernon, NY
38	Little Traverse Bay Bands of Odawa Indians	Victories Casino Entertainment Center, Petosky, MI
39	Womack Acquisition Corp.	Womacks Casino, Cripple, CO
40	Mirage Resorts, Incorporated	Golden Nugget Hotel & Casino, Las Vegas, NV; Golden Nugget-Laughlin, Laughlin, NV;

Game is party to the following additional contracts:

	Party	Description
1	Universal Savings Bank, F.A.	Merchant Processing Agreement dated 3/26/97 (debit transaction)
2	U.S. Bank National Association	Merchant Member Agreement dated 2/1/01 (credit card transaction processing)
3	Diebold, Incorporated	OEM/Value-Added Software Reseller Agreement dated as of February 18, 2004 (All-in-One SM ATM software)
4	Marshall & Ilsley Corporation	EFT Services and Data Processing Services Agreement dated 12/2/97 (ATM transactions)
5	U.S. Bank National Association	Amended and Restated Merchant Solicitation Agreement dated 2/20/03 (joint marketing of ATM services)
6	Solutran	Agreement for Services dated 12/27/99 (return check processing services)

Game is also party to various armored security agreements for the collection and delivery of funds.

While no formal contracts exist, Travelers Express Company, Inc. and Viad Corp provide services to the Game Entities. See Section 4.17 for a listing of Benefit Plans administered by Viad and Section 4.20 for a partial listing of services rendered by Travelers.

Under the following agreements, failure to secure the other party's consent to the transactions contemplated by the Agreement will give rise to a right to terminate:

1. Merchant Member Agreement between Game and U.S. Bank National Association dated February 1, 2001;
2. Game Financial Corporation Financial Services Agreement dated May 31, 2001, by and between Game and The Corporate Commission of the Mille Lacs Band of Ojibwe Indians; and

3. Game Financial Corporation Financial Services Agreement dated May 20, 2001, by and between Game and The Corporate Commission of the Mille Lacs Band of Ojibwe Indians
4. OEM/Value-Added Software Reseller Agreement between Diebold, Incorporated and Game Financial Corporation dated as of February 18, 2004.

Paragraph 4.14. Litigation; Contingencies. *Except as follows there are no Actions existing or, to the Knowledge of Management, threatened against, by or affecting the Business, the Shares, any Game Entity, or any of its property, business, revenues or assets, in any Forum:*

Yvonne Trottier v. AIG Life Insurance Company and Game Financial Corporation, a subsidiary of Travelers Express Company, Inc.

Game Financial Corporation, a Minnesota corporation, and Viad Corp., a Delaware corporation v. Global Cash Access, L.L.C., a Delaware limited corporation; and First Data Corporation, a Delaware corporation

Amy D. Norton v. Game Cash (Charles Town Races)

Under the certain ordinances of the Tohono O'odham Employment Rights Office, Game has not met certain employment related compliance obligations and an accrued liability for a revenue based fee that is assessed against employers operating on tribal land.

While Game has not been charged with any violation, during the course of a routine IRS audit possible CTR reporting violations were noted.

The following Workers' Compensation claims are currently pending against Game:

Employee	Claim Number
Allen, Angela	51C367850A
Arko, Millicent	51C227541A
Astor, Chance P	51C350566A
Czajkowski, Annette	51C317417A
Czajkowski, Annette	51C119330A
Czajkowski, Annette	51C290022A
Magdaleno, Cherie K	51C201096A
Sullivan, Kathleen	51C245823A
Varner, Carol	51C196040A

Paragraph 4.16. Employment and Labor Matters. See Paragraph 4.14 with respect to certain obligations under the ordinances of the Tohono O'odham Employment Rights Office.

Paragraph 4.17. Compliance with ERISA, etc.

The following is a list of the Employee Benefit Plans:

- Viad Corp Capital Accumulation plan
- Viad Corp Employee Stock Ownership Plan
- Viad Corp Retirement Income Plan
- Viad Corp Employee Assistance Plan
- Viad Corp Medical Plan
- Viad Corp Dental Plan
- Viad Group Life Insurance Plan
- Viad Corp Voluntary Accidental Death & Dismemberment Plan
- Viad Corp Business Travel Accident Plan
- Viad Corp Long Term Disability Plan
- Viad Corp Omnibus Incentive Plan
- Travelers Express Company, Inc. Short Term Disability Plan
- The Game Financial Management Incentive Plan

Paragraph 4.19(b). Books and Records. There are no exceptions.

Paragraph 4.20. Agreements and Transactions with Related Parties. Travelers and its related entities provide various services to Game in the ordinary course of business, such as share draft processing, employee benefits, office space and, within certain casinos, the provision of money transfer services.

Paragraph 4.21. No Agreement in Anticipation of Sale. There are no exceptions.

Paragraph 4.24. Suppliers. There are no exceptions

Paragraph 4.26. Absence of Changes. On December 31, 2003, a dividend in the amount of One Million Dollars was declared.

A Game employee working at Spirit Lake Casino & Resort is believed to have stolen approximately \$78,000 sometime in July and/or August of 2003. The employee was terminated and the matter is under criminal investigation. Due to a deductible limitation, no insurance recovery is available.

The new GameCash check cashing and ACH cash advance services to be offered under the names GameCashGrandSM and GameCashRichesSM are developed and currently being rolled out.

See Paragraph 4.5 with respect to certain outstanding licensing matters.

Contracts with the following casinos have either been terminated or a notice of termination has been received:

1	Kalispel Tribe of Indians	Northern Quest Casino, Spokane, WA
2	MGM Grand Hotel, Inc.	Golden Nugget Hotel & Casino, Las Vegas, NV; Golden Nugget-Laughlin, Laughlin, NV;
3	Delaware Park Racing Association	Delaware Park, Stanton, DE
4	Yavapai Apache Nation	Cliff Castle Casino, Camp Verde, AZ
5	Midway Slots & Simulcast	Midway Slots & Simulcast, Harrington, DE
6	Casino Magic-Bossier City	Casino Magic, Bossier City, LA
7	Winners Hotel & Casino	Legends Casino, Winnemucca, NV Winners Casino, Winnemucca, NV
8	Agua Caliente Band of Cahuilla Indians	The Spa Casino, Palm Springs, CA

Contracts have been signed with the following casinos:

1	Barden Colorado Gaming LLC	Fitzgerald's Casino Black Hawk, Black Hawk CO
2	Barden Nevada Gaming LLC	Fitzgerald's Casino Hotel Las Vegas, NV
3	Barden Mississippi Gaming LLC	Fitzgerald's Casino Hotel Tunica, Robinsonville, MS
4	Mid-State Raceway, Inc.	Miracle Isle Gaming Resort, Vernon, NY
5	GNLV, Corp.	Golden Nugget Hotel & Casino, Las Vegas, NV; Golden Nugget-Laughlin, Laughlin, NV;
6	Tohono O'odham Gaming Authority, an enterprise of the Tohono O'odham Nation Indian Tribe, d/b/a Desert Diamond Casino	Desert Diamond Casino, Sahuarita, AZ
7	Alton Gaming Company	Argosy's Alton Belle Casino, Alton, IL