

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

National Check Cashers Corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ACE CASH EXPRESS, INC.

Internal Address: _____

Street Address: 1231 Greenway Drive, Suite 800

City: Irving

State: Texas

Country: USA Zip: 75038

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Texas
- 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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 27, 2000

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1498007

Additional sheet(s) attached? Yes No

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

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

Name: Gardere Wynne Sewell LLP Attn: Kay Lyn Schwartz

Internal Address: 3000 Thanksgiving Tower

Street Address: 1601 Elm Street

City: Dallas

State: Texas Zip: 75201-4761

Phone Number: 214-999-4702

Fax Number: 214-999-3623

Email Address: lp@gardere.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00


- 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 07-0153

Authorized User Name Kay Lyn Schwartz

9. Signature: 
Signature

10-11-05
Date

Kay Lyn Schwartz

Name of Person Signing

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

23

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 070153 1498007

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), dated as of September 27, 2000 (the "Effective Date"), is entered into among ACE CASH EXPRESS, INC., a Texas corporation ("Purchaser"; "Buyer"); National Check Cashers Corporation ("Seller"), Doris Ann Rowland ("Shareholders"). Purchaser, Shareholders and Seller are collectively referred to herein as the "Parties."

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, substantially all of the assets of Seller used or useful in or relating to the check-cashing and related business operations conducted by Seller at the locations set forth on Schedule 1 (the check-cashing and related business operations conducted by Seller at such locations being referred to herein as the "Business") in accordance with this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. PLAN OF ACQUISITION

1.1. Acquisition of Assets.

(a) Upon the terms and conditions stated in this Agreement, Seller hereby sells, and Purchaser hereby acquires, all of the assets, business, property, goodwill, and rights of Seller of every kind and character, whether real or personal, tangible or intangible, owned or leased, of or relating to the Business, excluding only the Excluded Assets (as defined in Section 1.1(b)). The items being sold and purchased are collectively referred to herein as the "Assets." Without limiting the foregoing, the Assets include:

- (i) all of the properties and assets described on Exhibit A;
- (ii) all of Seller's copyrights, trademarks, trade names or other trade designations used in or for the Business, and associated goodwill
- (iii) all rights in any data processing systems and equipment used in the Business, including operations manuals, computer hardware, software, databases and related documentation;
- (iv) all of Seller's data and know-how of any kind relating to the Business;
- (v) all of Seller's lists of customers of the Business;

(vi) all rights of Seller in and to the use of all telephone and facsimile numbers used in or for the Business and related goodwill, including the benefit of the existing telephone listings and advertising;

(vii) all other intangible properties and assets of the Business;

(viii) all accrued, asserted or unasserted claims of Seller against third parties relating to the Business, but excluding the accounts receivable that are part of the Excluded Assets;

(ix) all prepaid expenses and deposits of or for the Business; and

(x) all books and records of all kinds and forms regarding the foregoing.

(b) The Assets sold and acquired hereunder shall not include any of the following (collectively, the "Excluded Assets"):

(i) Seller's cash on hand and bank accounts and corresponding checks;

(ii) Seller's proceeds of all checks cashed and deposited by Seller before the Effective Date as part of the Business;

(iii) Seller's inventory of money orders, lottery tickets, bus passes, telephone cards, credit cards, and other items for sale (other than pagers and paging equipment);

(iv) Seller's prepaid postage;

(v) Seller's outstanding payroll advances or any accounts receivable for services performed before the Closing, including final payment from Western Union;

(vi) Seller's company car and computers used at home and Seller's furniture and fixtures at Seller's corporate office not associated with the Business conducted at the Locations

(vi) Seller's minute books and other corporate records; and

(vii) Seller's contracts, agreements, and leases, including contracts for armored transport services, for alarm systems at the Locations, for vending and other equipment, for money transfer services and money orders, and for local Yellow Pages or other telephone book advertising (though Purchaser shall be entitled to the benefits of existing advertising thereunder) (collectively, the "Non-Assumed Contracts").

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(c) As full consideration for the Assets and for the noncompetition and nonsolicitation agreements of Seller set forth in this Agreement (the "Noncompetition Agreements"), Purchaser shall pay Seller the following amounts (collectively, the "Purchase Price"): _____

1.2. Liabilities Not Assumed. Purchaser does not assume, and shall not be responsible for, the payment, performance, or discharge of any liabilities or obligations of Seller, whether now existing or hereafter arising. Without limiting the preceding sentence, Seller, and not Purchaser, shall be responsible for (i) any and all liabilities, responsibilities, expenses and obligations relating to the Business (or any part thereof) incurred, accruing or arising before the Effective Date, even if not asserted until on or after the Effective Date, and (ii) any and all liabilities, responsibilities and obligations relating to the Excluded Assets, including the Non-Assumed Contracts and all liabilities and obligations thereunder. Seller shall have exclusive liability and responsibility for the Money Transfer Contract and Money Order Contract and all liabilities and obligations thereunder. Notwithstanding the above, Buyer is willing to assume the Money Transfer Contract for a period not to exceed December 31, 2000, upon formal approval from Western Union.

1.3. Purchaser's Liabilities. Purchaser shall pay, perform and discharge, and Seller and Shareholders shall not be responsible for, the following liabilities relating to the business conducted by Purchaser on and after the Effective Date at the Locations:

(a) All United States federal and state income tax liabilities based on the income of Purchaser as the result of Purchaser's operations on and after the Effective Date.

(b) All trade payables first arising or accruing on and after the Effective Date.

(c) All obligations for salary and benefits due to employees of Purchaser first arising or accruing on and after the Effective Date.

1.4. Closing. The transfer of ownership of the Assets from Seller to Purchaser as described in this Agreement is occurring as of the Effective Date. A closing to document and evidence the transactions in this Agreement (the "Closing") is occurring contemporaneously with the execution of this Agreement. Delivery of the documents at the Closing is being made telecopy and (to some extent) in person at one or more locations agreed upon by the Parties. The original or definitive copies of documents delivered by telecopy shall be sent by the delivering Party to the other

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Party or Parties by courier within three Business Days after the date of the Closing. The Effective Date is also the date of the Closing, on which this Agreement and the other documents necessary to consummate the transactions contemplated hereby are being executed and delivered by the Parties.

1.5. Execution and Delivery of Closing Documents. Before the Closing, each Party has caused to be prepared, and at the Closing the Parties are executing or delivering, each document required by this Agreement to be so executed and delivered and not theretofore accomplished. At the Closing, in addition to Purchaser's payment of the Closing Amount and delivery of the Note to Seller:

(a) Seller is delivering a Bill of Sale in form acceptable to Purchaser, dated and effective as of the Effective Date.

(b) Seller is delivering other required consents, approvals or releases from third parties.

(c) Seller is delivering a certificate as to (i) the incumbency of the officer of Seller executing this Agreement and other documents in connection with this Agreement on behalf of Seller and (ii) the resolutions adopted by the Board of Directors and the sole shareholder of Seller authorizing and approving the transactions contemplated by this Agreement.

(d) Each Party is also and delivering such other certificates and documents as the other Party or Parties may reasonably request to consummate the transactions contemplated by this Agreement.

All actions taken at the Closing shall be deemed to have been taken simultaneously at the time the last of any such actions is taken or completed.

1.6. Further Assurances. After the Closing, the Parties shall execute and deliver such additional documents and take such additional actions as may reasonably be deemed necessary or advisable by any Party to consummate the transactions contemplated by this Agreement and to vest more fully in Purchaser the ownership of the Business and Assets transferred and conveyed pursuant to this Agreement, or intended so to be.

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**ARTICLE 2.
REPRESENTATIONS AND WARRANTIES
OF SELLER AND SHAREHOLDER**

Seller and Shareholders jointly and severally represent and warrant to Purchaser as of the Effective Date as follows:

2.1. Organization, Good Standing and Qualification of Seller. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Oklahoma.

2.2. Power and Authority of Seller. Seller has the requisite corporate power and authority, and all licenses and permits from governmental authorities, to own, lease and operate its properties and assets and to carry on its business.

2.3. Ownership of Seller. Shareholders are the sole record and beneficial holder of all of the issued and outstanding shares of capital stock of Seller. There are no outstanding options or commitments to issue, sell, or purchase any shares of capital stock of Seller.

2.4. Authority and Validity. Seller has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and the other documents executed by it in connection with this Agreement; and the execution, delivery and performance by Seller of this Agreement and the other documents executed by it in connection with this Agreement have been duly authorized by all necessary corporate action. Shareholders have the legal capacity to execute, deliver and perform his obligations under this Agreement and the other documents executed by him in connection with this Agreement.

2.5. Binding Effect. This Agreement and the other documents executed by Seller or by Shareholders in connection with this Agreement have been duly executed and delivered by it or him and are the legal, valid and binding obligations of it or him, enforceable in accordance with their terms, except as may be limited by (i) bankruptcy, insolvency or other similar laws affecting creditors' rights generally, and (ii) equitable principles of general applicability.

2.6. Necessary Approvals and Consents. Other than the consents, approvals and releases of third parties described on Schedule 2.6 hereto that are being delivered by Seller at the Closing, no authorization, consent, permit, license or approval of, or declaration, registration or filing with, any person (including any governmental authority) is required as a condition to the execution, delivery or performance by Seller or Shareholders of this Agreement or the other documents executed by either of them in connection with this Agreement or the consummation by Seller and Shareholders of the transactions contemplated hereby and thereby.

2.7. No Conflict with Other Instruments. Having obtained the consents, approvals and releases of third parties set forth on Schedule 2.6, neither the execution, delivery or performance by

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Seller or Shareholders of this Agreement or the other documents executed by either of them in connection with this Agreement nor the consummation by Seller and Shareholders of the transactions contemplated hereby or thereby will violate, breach, conflict with, or constitute a default under, or permit the termination or the acceleration or maturity of, or result in the imposition of any lien, claim, or encumbrance upon any property or asset of Seller or Shareholders pursuant to, Seller's Articles or Certificate of Incorporation or Bylaws or any note, bond, indenture, mortgage, deed of trust, evidence of indebtedness, loan or lease agreement, other agreement or instrument judgment, order, injunction or decree by which Seller or Shareholders are bound or to which its or his assets are subject.

2.8. Title to Assets.

(a) Seller has good and merchantable title to all of the Assets, including those properties and assets described on Exhibit A.

(b) The Assets are owned free and clear of any lien, claim, or encumbrance, except as set forth on Schedule 2.8 hereto and except for:

(i) liens for taxes, assessments, or other governmental charges not yet delinquent; and

(ii) statutory liens incurred in the ordinary course of business of the Business that are not yet delinquent.

(c) Except for the rights of Seller under the Non-Assumed Contracts (which are not included in the Assets), as of the Closing Seller will have conveyed to Purchaser, and Purchaser will own or lease, all assets of Seller necessary to or used or useful in the conduct of the Business as conducted by Seller immediately before the Effective Date.

(d) Seller acknowledges that any amounts required to release liens on Assets will be deducted from the Purchase Price at Closing.

2.9. Condition of Tangible Assets. Except as set forth on Schedule 2.9, the tangible Assets are in good operating condition and repair (except for ordinary wear and tear), are adequate for the uses to which they are being put in the ordinary course of business of the Business, and conform with all applicable laws, regulations and ordinances.

2.10. Intellectual Property. Schedule 2.10 contains an accurate description of all of Seller's copyrights, trademarks, service marks, trade dress, trade names, trade designations, technology, processes, technical data, and royalty agreements and assignments (collectively, "Intellectual Property") currently owned in whole or in part by Seller relating to the Business and all agreements

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relating to the Intellectual Property that Seller is licensed or authorized to use by other persons relating to the Business. Seller owns or is licensed to use the Intellectual Property relating to the Business without infringing or violating the rights of any other person, and no consent of any other person will be required for the ownership or use thereof by Purchaser upon consummation of the transactions contemplated hereby. No claim has been asserted by any person to the ownership or the right to use any of the Intellectual Property or challenging or questioning the validity or effectiveness of any of the Intellectual Property.

2.11. Taxes. All monies required to be withheld by Seller from employees or collected from customers for income taxes, social security, medicare, and unemployment insurance taxes, and sales, excise and use taxes; and all such taxes to be paid by Seller to governmental authorities have been collected or withheld and paid to the respective governmental authorities, or such monies have been accrued, reserved against and entered upon the books of Seller. All federal, state, county and local income, gross receipts, excise, property, franchise, license, sales, use, withholding and other tax and information returns and declarations required to have been filed before the Effective Date by Seller have been duly and timely filed, and each such return correctly reflects the tax liability and all other information required to be reported therein. Seller has paid in full all taxes, penalties, interest and related charges and fees to the extent such payments were or are required before and as of the Effective Date, and Seller will pay all income taxes, payroll and employee benefits, social security, withholding, sales, use, unemployment insurance taxes, and any and all other taxes and assessments due and payable by Seller to all city, state, county and federal taxing authorities for periods up to and through the date immediately preceding the Effective Date. Seller does not have any deficiency with respect to any tax period or any liability with respect to taxes or penalties and interest thereon, or related charges and fees, whether or not assessed. No waivers or extensions of statutes of limitations or deadlines for assessments or collection of taxes are in effect. There are no pending or threatened claims, assessments, proposals to assess deficiencies or audits with respect to any taxes owed or allegedly owed by Seller, nor, to the knowledge of Seller and Shareholders, is there any basis for any such action. The tax returns and reports of Seller have never been audited by the Internal Revenue Service or any other taxing authority.

2.12. Litigation and Government Claims. Except as described on Schedule 2.13, there is no suit, claim, action or litigation, or governmental, administrative, arbitral or other similar proceeding, investigation or inquiry, pending or, to the knowledge of Seller or Shareholders, threatened against or affecting Seller or to which the Business or the Assets are subject. None of such pending matters will, severally or in the aggregate, have an adverse effect on the business, results of operations, assets, or condition, financial or otherwise, of Seller, the Business or the Assets. Except as described on Schedule 2.13, to the best of the knowledge of Seller or Shareholders, there are no such proceedings threatened or contemplated or any unasserted claims (whether or not the potential claimant may be aware of the claim) of any nature that might be asserted against Seller regarding the Business or the Assets. None of such threatened or contemplated proceedings or unasserted claims would, severally or in the aggregate, have an adverse

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effect on the business, results of operations, assets or condition, financial or otherwise, of Seller, the Business or the Assets.

2.13. Financial Information.

(a) As set forth in Schedule 2.14, Seller has delivered to Purchaser financial information with respect to the Business (the "Financial Statements"):

The Financial Statements have been prepared from the books and records of Seller maintained in conformity with generally accepted accounting principles applied on a basis consistent with preceding months and throughout the periods involved. The Financial Statements present accurately and fairly the financial information purported to be provided to Purchaser.

(b) Seller's books of account relating to in any manner to the Business have been kept accurately in the ordinary course of business; the transactions entered therein represent bona fide transactions; and the revenues, expenses, assets and liabilities of Seller have been properly recorded in such books in all material respects.

(c) Except as described in Schedule 2.14A, Seller has not changed, or given notice to any person of any change in, any of its check-cashing fees within the six months preceding the Effective Date.

(d) Except as described in Schedule 2.14B, Seller has not experienced any thefts during the last two years preceding the Effective Date.

2.15 Solvency. Seller is not now insolvent, nor will Seller be rendered insolvent by the occurrence of the transactions contemplated by this Agreement. In addition, immediately after giving effect to the consummation of the transactions contemplated by this Agreement, (i) Seller will be able to pay its debts as they become due, (ii) the property of Seller will not constitute unreasonably small capital, and Seller will not have insufficient capital with which to conduct its business, and (iii) taking into account pending and threatened litigation, final judgments against Seller in actions for money damages are not reasonably anticipated to be rendered at a time when, or in amounts such that, Seller will be unable to satisfy any such judgments promptly in accordance with their terms. As used in this Section 2.15, "insolvent" means that the sum of the present fair salable value of a person's assets does not exceed its debts and other probable liabilities, and "debts" includes any legal liability, whether matured or unmatured, liquidated or unliquidated, absolute, fixed, or contingent, disputed or undisputed, or secured or unsecured.

2.16 Insurance Notices. Seller has not received notice from any insurer of the intention (whether or not subject to conditions) of any insurer to discontinue any insurance coverage relating to the Business or any of the Assets because of the operation or condition of any of the Assets or any of the real property leased or subleased by Seller.

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2.17. Licenses and Permits. Seller possesses all the licenses, authorizations, and permits listed in Schedule 2.17, accurate and complete copies of which have been delivered to Purchaser (the "Permits"). The Permits constitute all of the licenses, authorizations, and permits necessary under law or otherwise for Seller to conduct the Business as now being conducted and to construct, own, operate, maintain and use the Assets in the manner in which they are now being constructed, operated, maintained and used. Each of such Permits and Seller's rights with respect thereto is valid and subsisting, in full force and effect, and enforceable by Seller. Seller is in compliance in all material respects with the terms of such Permits. None of such Permits have been or, to the knowledge of Seller or Shareholders, are threatened to be revoked, canceled, suspended or modified.

2.18. Compliance with Laws: No Judgments, Decrees, or Orders in Restraint of Business. As conducted by Seller, the Business is in compliance with all applicable laws and regulations, including the currency transaction reporting requirements of the Bank Secrecy Act. Seller is not a party to or subject to any judgment, order or decree entered in any suit or proceeding brought by any governmental authority or any other person enjoining or restricting Seller in respect of any business practice or the acquisition of any property or the conduct of its business.

2.19. No Violation of Any Instrument. Seller is not in violation of or in default under, nor has any event occurred that, with the lapse of time or the giving of notice or both, would constitute a violation of or default under, or permit the termination or the acceleration of maturity of, or result in the imposition of a lien, claim, or encumbrance upon any property or asset of Seller pursuant to, its Articles of Incorporation or Bylaws or any note, bond, indenture, mortgage, deed of trust, evidence of indebtedness, loan or lease agreement, judgment, order, injunction or decree to which it is a party, by which it is bound or to which any of the Assets or the Business is subject.

2.20. Employee Benefit Plans. Except as listed on Schedule 2.20, Seller does not have or maintain any pension, profit-sharing, thrift or other retirement plan, employee stock ownership plan, deferred compensation, stock option, stock purchase, performance share, bonus or other incentive plan, severance plan, health, group insurance or other welfare plan, or other similar plan, agreement, policy or understanding, including any "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), under which Seller or any other corporation or trade or business under common control with Seller (an "ERISA Affiliate") as determined under Sections 414(b), (c) or (m) of the Internal Revenue Code of 1986, as amended, has any current or future obligation or liability or under which any present or former employee of the Seller or an ERISA Affiliate has any current or future right to benefits. Full payment has been made of all amounts that Seller is required to have paid under the terms of all employee benefit plans as contributions to such plans, and no accumulated funding deficiencies, whether or not waived, exist with respect to such plans. No other condition exists that would justify the attachment of any liens on, or any other recourse to, the Assets as a result of the funding or administration of any employee benefit plans of Seller.

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2.21. Employee Information. Seller has completed and submitted to Purchaser a Human Resources/Payroll Acquisition Questionnaire (the "HR Questionnaire") and has afforded Purchaser's representatives an opportunity to ask questions of Seller's representatives about the information provided in the HR Questionnaire. Except as set forth in Schedule 2.21, the information set forth in the HR Questionnaire is accurate and complete as of the Effective Date.

2.22. Labor Relations. With respect to all employees of the Business:

(a) Seller is in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment, and wages and hours;

(b) there is no collective bargaining agreement or other labor union contract applicable to any employee of Seller, and no such agreement or contract has been requested;

(c) neither Seller nor Shareholders are aware of any union organization activities or proceedings involving any employees of Seller;

(d) there is no unfair labor practice complaint against Seller pending before the National Labor Relations Board or, to the best of the knowledge of Seller or Shareholders, so threatened, and Seller is not engaged in any unfair labor practice and is not aware of any problems with employees that could have an adverse effect on the Business; and

(e) there is no strike, labor dispute, slowdown, stoppage, or other material interference with or impairment by labor of the Business actually pending, threatened or contemplated.

2.23. Contracts with Affiliates and Others. Except as set forth on Schedule 2.23, no director or officer of Seller, nor any person who is a spouse or descendant of such director or officer, serves as a director, officer, shareholder, partner or equity owner of any customer or supplier of the Business.

2.24. Significant Customers. Set forth on Schedule 2.24 is a correct and complete list of each customer of the Business, if any, from which 10% or more of the gross revenues of each Location was derived during the last 12 months, together with the amount (in dollars) of gross revenues of the Business derived during such period from such customer. Neither Seller nor Shareholders have received any notice from such customer, or has any other knowledge, that such customer (i) has terminated or ceased, or has significantly reduced the volume or amount of, its business with the Business or has any intent to do any of the foregoing after the Closing, whether because of the Closing or otherwise, or (ii) will refuse to do business with Purchaser after the Closing on substantially the same terms and conditions as it did business with Seller before the Closing.

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2.25. Accuracy of Information Furnished. No representation or warranty by Seller or Shareholders in or pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein, in light of the circumstances under which they were made, not false or misleading. To the best of the knowledge of Seller and Shareholders, Seller and Shareholders have disclosed to Purchaser all facts known to it and him that are material to the operations, financial condition or prospects of the Business.

2.26. No Brokerage Fees. Neither Seller or Shareholders nor any officer, director or employee of Seller has employed any broker or finder or incurred any liability for any brokerage fees, or commissions or finders' fees in connection with the transactions contemplated hereby.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller and Shareholders as of the Effective Date as follows:

3.1. Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas.

3.2. Authority and Validity. Purchaser has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and the other documents executed by it in connection with this Agreement; and the execution, delivery, and performance by it of this Agreement and the other documents executed by it in connection with this Agreement have been duly authorized by all necessary corporate action.

3.3. Binding Effect. This Agreement and the other documents executed by Purchaser in connection with this Agreement have been duly executed and delivered by it and are its legal, valid and binding obligations, enforceable against it in accordance with their terms, except as may be limited by (i) bankruptcy, insolvency, or other similar laws affecting creditors' rights generally, and (ii) equitable principles of general applicability.

3.4. Necessary Approvals and Consents. No authorization, consent, permit, license or approval of, or declaration, registration, or filing with, any person (including any or governmental authority) is required as a condition to the execution, delivery, or performance by Purchaser of this Agreement or the other documents executed by Purchaser in connection with this Agreement or the consummation by it of the transactions contemplated hereby and thereby.

3.5. No Brokerage Fees. Neither Purchaser nor any officer, director or employee of Purchaser has employed any broker or finder or incurred any liability for any brokerage fees or commissions or finders' fees in connection with the transactions contemplated hereby.

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ARTICLE 4. COVENANTS

4.1. Payment of Obligations Not Assumed. All obligations of Seller not specifically assumed by Purchaser in this Agreement, including all liability for income taxes, sales taxes and other taxes accruing prior to the Effective Date or relating to the purchase of the Business and the Assets, shall be paid by Seller, and Purchaser shall have no responsibility therefor.

4.2. Noncompetition and Nonsolicitation Agreements. Seller and Shareholders acknowledge and agree that (i) Purchaser would not have entered into this Agreement to purchase the Assets but for the following noncompetition and nonsolicitation covenants of Seller and Shareholders, (ii) this Section 4.2 is supported by good and sufficient consideration, and (iii) they possess information concerning the Business and the Assets that would enable them to injure Purchaser and diminish the value of the investment by Purchaser in the Business and the Assets if Seller or Shareholders should engage in any business that is competitive with the check-cashing and related business conducted by Purchaser. Therefore, Seller and Shareholders hereby agree to the following:

(a) Without the prior written consent of Purchaser, as specifically authorized or approved by its board of directors, or except as otherwise provided in this Section 4.2, neither Seller nor Shareholders will, directly or indirectly, engage in any business that provides the same or any similar services or products as those included in the Business or provided by Purchaser:

(i) anywhere (i) within a 1.5-mile radius of any location (including any Location) owned and operated by Purchaser or franchised by Purchaser or any of its subsidiaries (as franchisor) of the Effective Date, unless Purchaser explicitly approves such a location.

(ii) to any person for which Seller performed work or provided services, in whatever capacity, through the Business or utilizing the Assets.

(b) Seller and Shareholders agree not to, directly or indirectly, solicit for employment or employ any employee of Purchaser or its subsidiaries, or any person who was an employee of Purchaser or its subsidiaries within 12 months prior to such solicitation or employment, or induce or attempt to induce any employee of Purchaser or its subsidiaries to terminate such employee's employment.

(c) The noncompetition agreement set forth in subsection (a) of this Section 4.2 shall terminate on the tenth anniversary of the Effective Date. The nonsolicitation agreement set forth in subsection (b) of this Section 4.2 shall terminate on the first anniversary of the Effective Date.

(d) For purposes of this Section 4.2, the term "indirectly" means the performance of services by any business or entity in which either of Seller or Shareholders either owns or possesses

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more than a 1% interest in profits, losses or capital, or is a partner, or for which Seller or Shareholders acts as officer, director, agent or representative, or to which Seller or Shareholders provides consulting or advisory services.

4.3. Seller's Employees

(a) Seller shall terminate its employees of the Business at the close of business on the day before the Effective Date. Seller shall have sole and absolute responsibility for any financial or other commitments that Seller may have to any of its employees or former employees, including any and all claims or obligations arising under any and all employment policies and procedures of Seller, under any employee benefit plan of Seller, or under any local, state, or federal law, rule, or regulation regarding termination of employment for any employment loss which occurs before the Effective Date or otherwise in connection with this Agreement. Seller shall be liable to its employees and former employees for all wages, severance benefits, unpaid vacation pay, unpaid sick and holiday pay, and other obligations of any kind whatsoever through the day before the Effective Date. Seller is responsible for resolving any conflicts, errors or discrepancies involving its employee policies and procedures with respect to the period of time before the Effective Date.

(b) Purchaser shall extend service credit to each employee of Seller with respect to the Business who is hired by Purchaser on the Effective Date (a "Hired Employee") for the full period of time each Hired Employee worked for Seller before the Effective Date. Nevertheless, although Purchaser will base paid vacation time due each Hired Employee upon the period of time the Hired Employee has worked both for Seller before the Effective Date and for Purchaser on and after the Effective Date, each Hired Employee must work for Purchaser for six full months before the Hired Employee is eligible for any paid vacation (in accordance with Purchaser's normal vacation policy).

(c) Hired Employees shall be employed by Purchaser solely in accordance with Purchaser's hiring and other employment policies and procedures, which may differ from Seller's employment policies and procedures.

ARTICLE 5. INDEMNIFICATION AND CERTAIN REMEDIES

5.1. Indemnification by Seller and Shareholders. Seller and Shareholders shall jointly and severally indemnify and hold Purchaser, and each of its officers, directors, affiliates, employees, agents and shareholders, harmless from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) asserted against or incurred by Purchaser, or any of its officers, directors, affiliates, employees, agents and shareholders, resulting from or arising out of or in connection with:

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(a) any misrepresentation or breach by Seller or Shareholders of any warranty, agreement or covenant contained in this Agreement or any other document executed, delivered or furnished by Seller or Shareholders in connection herewith;

(b) the failure to comply with any applicable bulk transfer laws relating to the transfer of the Assets;

(c) income, franchise, sales, use and other taxes, including any penalties and interest with respect thereto, of or relating to the Assets, the Business or any other assets or operations of Seller conducted before the Effective Date;

(d) sales, transfer and other taxes, including any penalties and interest with respect thereto, resulting from the consummation of the transactions contemplated by this Agreement;

(e) liabilities and obligations of the Business before the Effective Date, liabilities and obligations relating to the Excluded Assets (whether before, on or after the Effective Date), and other liabilities and obligations of Seller or the Business not specifically assumed by Purchaser in this Agreement;

(f) any actual or threatened violation of or noncompliance with, or remedial obligation arising under, any applicable federal, state, or local laws, rules or regulations, common law or strict-liability provisions, and any judicial or administrative interpretations thereof (including any judicial or administrative orders or judgments), relating to health, safety, industrial hygiene, pollution or environmental matters ("Environmental Laws") arising from any event, condition, circumstance, activity, practice, incident, action or plan existing or occurring before the Effective Date relating in any way to the Assets or the Business (including the ownership, operation or use of the Assets and the conduct of the Business before the Effective Date), including the presence of any underground storage tanks or any solid or hazardous waste, hazardous substance, pollutant, contaminant, oil, petroleum product, commercial product or other substance (i) which is listed, regulated or designated as toxic or hazardous, or with respect to which remedial obligations may be imposed, under any Environmental Laws or (ii) exposure to which may pose a health or safety hazard ("Environmental Materials") on, in, under or affecting all or any portion of Seller's properties or any surrounding areas, and any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance, pollutant or contaminant) ("Release") or threatened Release with respect to such underground storage tanks or Environmental Materials, and the storage, disposal or treatment, or transportation for storage, disposal or treatment, of Environmental Materials; but excluding any violation of or non-compliance with, or remedial obligation arising under, any Environmental Laws that is attributable solely to a change by Purchaser in the structure, use or condition of any of the Assets on or after the Effective Date; and

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(g) any losses or costs of defending against any claims which may be made against Purchaser by any person claiming violations of any local, state or federal laws relating to employment, including wages, hours, concerted activity, nondiscrimination, occupational health and safety and the payment and withholding of taxes, where such claims arise out of circumstances occurring before the Effective Date.

Any payment by Seller or Shareholders pursuant to the indemnification obligations set forth in this Section 5.1, including any credit or offset contemplated by Section 5.6, shall constitute a reduction of the Purchase Price.

5.2. Indemnification by Purchaser. Purchaser shall indemnify and hold Seller and Shareholders harmless from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) asserted against or incurred by Seller or Shareholders (i) resulting from or arising out of or in connection with any misrepresentation or breach by Purchaser of any warranty, agreement or covenant contained in this Agreement or any other document executed, delivered or furnished by Purchaser in connection herewith, (ii) resulting from or arising out of or in connection with the operations of Purchaser on and after the Effective Date, other than liabilities not assumed by Purchaser herein, or (iii) in connection with any liabilities or obligations of Seller or the Business specifically assumed by Purchaser in this Agreement.

5.3. Certain Remedies. Each Party acknowledges that a refusal without just cause by such Party to comply with the agreements made herein will cause irreparable harm to the other Party or Parties for which there may be no adequate remedy at law. In such circumstance, a Party or Parties not in default at the time of such refusal shall be entitled, in addition to other remedies at law or in equity, to specific performance of this Agreement by the Party or Parties that so refused to comply with or breached this Agreement.

5.4. Attorneys' Fees. In any action or proceeding to enforce the terms of this Agreement or the other documents executed in connection herewith, the prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees incurred in connection with such enforcement action or proceeding.

5.5. Survival of Representations and Warranties. Each representation or warranty made by any Party shall survive the Closing.

5.6. Offset. Notwithstanding anything to the contrary set forth or implied herein, Purchaser shall be entitled to credit or offset against any amount due under the Note or any other payment obligation of Purchaser arising hereunder, in such manner as Purchaser may determine, an amount equal to any or all amounts due to Purchaser under this Article 5 or any other provision of this Agreement. If Purchaser has made a good-faith claim for a credit or offset against any amount due under the Note, then, regardless of the maturity of the Note:

Initials: _____

(a) an amount of principal and interest on the Note equal to the amount of such claim (which may be a good-faith estimate by Purchaser) shall not be due until such claim has been finally resolved,

(b) the amount not paid in accordance with subsection (a) of this Section 5.6 shall, to the extent it is determined to be due to Seller upon resolution of such claim, bear interest after the stated maturity of the Note, until paid to Seller, at the rate set forth in the Note applicable before any default thereunder, and

(c) Purchaser shall not be deemed in default or breach under the Note for any purpose for its nonpayment before the resolution of such claim.

5.7 EXPRESS NEGLIGENCE. THE INDEMNIFICATION AGREEMENTS SET FORTH IN THIS AGREEMENT ARE INTENDED TO, AND SHALL HAVE THE EFFECT OF, INDEMNIFYING A PERSON AGAINST THE RESULTS OF ITS OWN NEGLIGENCE, OTHER THAN GROSS NEGLIGENCE.

5.8. Nonexclusive Remedies. Notwithstanding anything to the contrary in this Agreement, the rights and remedies provided in this Article 5 shall not be exclusive of any other rights or remedies afforded to any Party, whether by contract, at law or in equity. The rights and remedies provided in this Agreement are cumulative, and the exercise of any one right or remedy by any Party shall not preclude or constitute a waiver of its right to exercise any or all other rights or remedies to which it is entitled.

**ARTICLE 6.
MISCELLANEOUS**

6.1. Expenses. Each Party shall pay its own expenses incurred in connection with this Agreement and the other documents in connection herewith and the transactions contemplated hereby and thereby.

6.2. Reliance. Notwithstanding the investigations conducted, and the opportunities to investigate and to verify afforded, by each Party hereunder, each Party agrees that the other Party or Parties are entitled to rely upon the representations and warranties of that Party made in this Agreement and the other documents executed, delivered or furnished in connection herewith.

6.3. Definitions of Knowledge. References herein to the "knowledge" or "the best of the knowledge" of Seller or Shareholders with respect to (as a qualification of) their respective representations and warranties herein (to the extent expressly stated herein) shall have the following meanings:

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(a) With respect to Shareholders, his actual present consciousness and recollection of the facts set forth in or underlying each such representation or warranty, and his investigation of matters for the purpose of the transactions contemplated by this Agreement, in each case as a reasonably prudent person; and

(b) with respect to Seller, its management's actual and present consciousness and recollection of the facts underlying each such representation and warranty, assuming the performance by each member of the Seller's management of his managerial obligations in the business and operations of Seller and his investigation of matters for the purpose of the transactions contemplated by this Agreement, in each case as a reasonably prudent person.

6.4. Entire Agreement. This Agreement, the Exhibits and Schedules hereto, and the other documents executed or delivered pursuant hereto contain the complete agreement among the Parties with respect to the transactions contemplated hereby and supersede all prior agreements and understandings among the Parties with respect to such transactions. Section and other headings are for reference only and shall not affect the interpretation or construction of this Agreement. The Parties have not made any representations or warranties except as expressly set forth in this Agreement, the Exhibits, the Schedules, or in any other document executed, delivered or furnished in connection herewith.

6.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one original.

6.6. Notices. All notices, demands, requests and other communications that may be or are required to be given, made, sent by any Party to any other Party pursuant to this Agreement shall be in writing and shall be delivered personally, delivered by courier, or mailed by first class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by telecopy, addressed as follows:

If to Seller or Shareholders: National Check Cashers
Dori Rowland
9900 Rockwell Terrace
Oklahoma City, OK 73162

If to Purchaser: ACE Cash Express, Inc
C/o Jay Shipowitz
1231 Greenway Drive, Suite 800
Irving, TX 75038
Fax 972-582-1430

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Each Party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, made, or sent. Each notice, demand, request or communication that is mailed, delivered or transmitted in the manner described above shall be deemed sufficiently given, made, sent and received for all purposes at such time as it is delivered to or received by the addressee (with the return receipt, the delivery receipt, the affidavit of courier, or (with respect to a telecopy) the confirmation being deemed conclusive evidence of such delivery or receipt) or at such time as delivery or receipt is refused by the addressee upon presentation.

6.7. Successors and Assigns. This Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefits of the Parties and their respective heirs, personal representatives, successors and permitted assigns. No Party may assign its or his rights or obligations under this Agreement without the prior written consent of the other Parties; any purported assignment without that consent shall be void. No Hired Employee shall be a beneficiary of any of the Parties' covenants or obligations under this Agreement.

6.8. Applicable Law, Venue and Jurisdiction. The laws of the State of Texas shall govern this Agreement, its terms and conditions, the interpretation hereof, and the rights and obligations of the Parties hereunder. Any action at law or in equity brought to interpret or enforce this Agreement or any other document executed or delivered in connection herewith shall be brought and prosecuted to final adjudication in federal or state courts located in Dallas County, Texas, and the Parties consent to the jurisdiction of such Texas state and federal courts and agree to the validity of service of process in any such action by registered or certified mail, return receipt requested.

6.9. Waiver and Other Action. This Agreement may be amended, modified or supplemented only by a written instrument executed by the Party or Parties against which enforcement of the amendment, modification or supplement is sought.

6.10. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance; and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision, may be possible and be legal, valid or enforceable.

6.11. Certain Defined Terms. When used in this Agreement, (i) "including" shall not signify any limitation or restriction, (ii) "hereof," "herein," "hereby" and similar terms shall be deemed references to this Agreement as a whole, (iii) "person" shall include natural persons, entities of any kind, and governmental authorities, and (iv) "Section," "Exhibit" and "Schedule" shall refer to a Section, an Exhibit and a Schedule, respectively, of or to this Agreement, unless otherwise

Initials: _____

stated. Pronouns referring to any gender shall be deemed references to each other gender as appropriate.

6.12. Confidentiality. At all times after the Effective Date, each of the Parties will hold, and will cause its officers, representatives, brokers, attorneys, advisers and affiliates and such affiliates' respective officers, representatives, brokers, attorneys, advisers and affiliates to hold, in confidence and not disclose to other persons for any reason whatsoever this Agreement, the terms hereof, or the transactions contemplated hereby (collectively, the "Information"), except to the extent (i) necessary for such Party to consummate and give full effect to the transactions contemplated hereby, (ii) such Information is otherwise available from third persons without restriction on its further disclosure or is required by order of any court or by law or by any regulatory agency to which any Party is subject or in connection with any civil or administrative proceeding (each Party agreeing to give prior notice, to the extent practicable, to the other party of any required disclosure of the Information to or before any court or regulatory agency or in any civil or administrative proceeding), or (iii) such Information is or becomes publicly known other than through actions, direct or indirect, of the other party hereto, any of its officers, representatives, brokers, attorneys, advisers or affiliates, or any of such affiliates, respective officers, representatives, brokers, attorneys, advisers or affiliates, or any affiliate of any of them.

Initials: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER:

PURCHASER:

By: David A. Rowland

By: _____

Its: C.F.O., Secretary

Its: _____

SHAREHOLDERS:

David A. Rowland Living Trust

David Rowland, Trustee

Initials: _____

DR

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER:

PURCHASER:

By: _____

By: *Nelson A. Smith*

Its: _____

Its: *M. Vice President + CFO*

SHAREHOLDERS:

Initials: _____