

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934 DATE OF
REPORT (DATE OF EARLIEST EVENT REPORTED): MAY 31, 2006

TeamStaff, Inc.

(Exact name of registrant as specified in its charter)
COMMISSION FILE NUMBER: 0-18492

New Jersey
(State or other jurisdiction of incorporation or organization)

22-1899798
(I.R.S. Employer Identification No.)

300 Atrium Drive
Somerset, NJ 08873

(Address and zip code of principal executive offices)
(732) 748-1700

(Registrant's telephone number, including area code)

CHECK THE APPROPRIATE BOX BELOW IF THE FORM 8-K FILING IS INTENDED TO
SIMULTANEOUSLY SATISFY THE FILING OBLIGATION OF THE REGISTRANT UNDER ANY OF THE
FOLLOWING PROVISIONS:

- Written communications pursuant to Rule 425 under the Securities Act
(17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17
CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the
Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the
Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry Into a Material Definitive Agreement

On May 25, 2006, TeamStaff and CompuPay, Inc. executed a material definitive agreement, effective May 31, 2006, for the sale of TeamStaff's payroll division, DSi Payroll Services to CompuPay, Inc. for \$9.0 million. The transaction closed on May 31, 2006. The general terms of the transaction are an all-cash sale for \$9,000,000, subject to an escrow of \$250,000 for certain post-closing contingencies. The agreement is for the sale of substantially all of the assets of DSi Payroll Services, and also includes a transition agreement whereby CompuPay will sublease certain office space at DSi's current location from TeamStaff, Inc., among other standard agreements. There are also working capital requirements and further determinations that may result in a purchase price adjustment, which the Company expects to be immaterial. All matters relative to the transaction will be finally determined, and the transaction finally completed, on or about September 13, 2006. A copy of the form of Asset Purchase Agreement and all Exhibits and Schedules thereto is attached as Exhibit 10.1 to this filing. A copy of the press release announcing the transaction as released on May 31, 2006 is attached as Exhibit 99.1 to this filing.

References in this filing to "TeamStaff" the "Company," "we," "us" and "our" refer to TeamStaff, Inc. and its wholly owned subsidiaries. This Current Report on Form 8-K includes "forward-looking statements" as defined by the Federal Securities Laws. Forward-looking statements are identified by words such as "believe," "anticipate," "expect," "intend," "plan," "will," "may" and other

similar expressions. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances are forward-looking statements. Forward-looking statements included in this report involve known and unknown risks, uncertainties and other factors which could cause TeamStaff's actual results, performance (financial or operating) or achievements to differ from the future results, performance (financial or operating) or achievements expressed or implied by such forward-looking statements. We based these forward-looking statements on our current expectations and best estimates and projections about future events. Our actual results could differ materially from those discussed in, or implied by, these forward-looking statements. The following factors (among others) could cause our actual results to differ materially from those implied by the forward-looking statements in this Current Report on Form 8-K: our ability to continue to recruit qualified temporary and permanent healthcare professionals and administrative staff at reasonable costs; our ability to retain qualified temporary healthcare professionals and administrative staff for multiple assignments at reasonable costs; our ability to attract and retain sales and operational personnel; our ability to enter into contracts with hospitals, healthcare facility clients, affiliated healthcare networks, physician practice groups and the United States government on terms attractive to us and to secure orders related to those contracts; our ability to demonstrate the value of our services to our healthcare and other facility clients; changes in the timing of hospital, healthcare facility clients', physician practice groups' and U.S. Government orders for and our placement of temporary and permanent healthcare professionals and administrative staff; the general level of patient occupancy at our clients' facilities; the overall level of demand for services offered by temporary and permanent healthcare staffing providers; the variation in pricing of the healthcare facility contracts under which we place temporary and permanent healthcare professionals; our ability to successfully implement our strategic growth, acquisition and integration strategies; the potential adverse effects on our earnings of completed acquisitions; our ability to successfully integrate completed acquisitions into our current operations; our ability to manage growth effectively; our ability to leverage our cost structure; the performance of our management information and communication systems; the effect of existing or future government legislation and regulation; our ability to grow and operate our business in compliance with these legislation and regulations; the impact of medical malpractice and other claims asserted against us; the disruption or adverse impact to our business as a result of a terrorist attack; our ability to carry out our business strategy; the loss of key officers, and management personnel that could adversely affect our ability to remain competitive; the effect of recognition by us of an impairment to goodwill; risks related to our revolving line of credit; risks associated with our health and worker's compensation claims experience; competition risks; the effect of adjustments by us to accruals for self-insured retentions and other general risks related to our business, industry and stock.. Other factors that could cause actual results to differ from those implied by the forward-looking statements in this Current Report on Form 8-K are set forth in our Annual Report on Form 10-K for the year ended September 30, 2005, our 10-Q for the quarter ending December 31, 2005 and our other previously filed Current Reports on Form 8-K. We undertake no obligation to update the forward-looking statements in this filing.

Item 9.01: Financial Statements and Exhibits.

(a) Financial Statements.

None

(b) Pro Forma Financial Information

None

(c) Shell Company Transactions

None

(d) Exhibits.

10.1 Form of Asset Purchase Agreement, Exhibits and Schedules
99.1 Press Release dated as of May 31, 2006

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the

registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

TeamStaff, Inc.

By: /s/ James D. Houston

Name: James D. Houston
Title: Vice President of Business and
Legal Affairs/General Counsel
Date: May 31, 2006

ASSET PURCHASE AGREEMENT

BETWEEN

COMPUPAY, INC.

AND

TEAMSTAFF, INC.

DATED AS OF: MAY 25, 2006

TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS.....1
1.01	Definitions.....1
1.02	Defined Terms.....5
ARTICLE II	PURCHASE AND SALE OF ASSETS.....6
2.01	Purchase and Sale of Assets.....6
2.02	The Closing.....9
2.03	Purchase Price Adjustment.....9
ARTICLE III	DELIVERIES AT CLOSING.....11
3.01	Seller's Deliveries.....11
3.02	Buyer's Deliveries.....11
ARTICLE IV	SELLER'S REPRESENTATIONS AND WARRANTIES.....12
4.01	Organization, Qualification and Authority.....12
4.02	Board Authorization.....12
4.03	Legality and Enforceability.....12
4.04	Litigation.....13
4.05	Consents and Approvals.....13
4.06	Material Contracts and Commitments.....13
4.07	Financial Information.....13
4.08	Customers; Accounts.....14
4.09	Account Agreements.....14
4.10	Ownership of Assets.....14
4.11	Marketable Title.....15
4.12	Condition of Assets.....15
4.13	Intellectual Property.....15
4.14	Licensure; Compliance with Laws, Regulations and Court Orders...16

4.15	Insurance.....	16
4.16	Brokerage.....	17
4.17	Environmental Compliance.....	17
4.18	Scheduled Employees.....	17
4.19	Tax Matters.....	18
4.20	Proprietary Software and Program.....	18
4.21	Transactions with Affiliates.....	19
4.22	Disclosure.....	19
4.23	Disclaimer.....	19
ARTICLE V	BUYER REPRESENTATIONS AND WARRANTIES.....	19
5.01	Organization and Corporate Power.....	19
5.02	Authorization; Valid and Binding Agreement.....	19
5.03	No Breach.....	20
5.04	Governmental Consents.....	20
5.05	Brokerage.....	20
ARTICLE VI	CONDUCT OF BUSINESS PRIOR TO CLOSING.....	20
6.01	Ordinary Course.....	20
6.02	Negative Covenants.....	21
6.03	Access.....	21
6.04	Notice of Breaches, Supplemental Schedules.....	22
6.05	No Solicitation of Proposals.....	22
6.06	Best Efforts.....	22
ARTICLE VII	CONDITIONS TO CLOSING.....	22
7.01	Conditions to Obligations of Buyer.....	22
7.02	Conditions to Obligations of Seller.....	23
ARTICLE VIII	POST-CLOSING COVENANTS.....	24
8.01	Seller's Covenants.....	24
8.02	Buyer's Covenants.....	24
ARTICLE IX	SURVIVAL AND INDEMNIFICATION.....	25
9.01	Survival.....	25
9.02	Indemnification.....	25
9.03	Further Assurances.....	28
9.04	Employment Matters.....	28
ARTICLE X	MISCELLANEOUS.....	28
10.01	Termination.....	29
10.02	Press Releases and Communications.....	29
10.03	Expenses.....	30
10.04	Notices.....	30
10.05	Assignment.....	31
10.06	Amendment and Waiver.....	31
10.07	Complete Agreement.....	31
10.08	Counterparts.....	31
10.09	Governing Law.....	31
10.10	No Third-Party Beneficiaries.....	32
10.11	Interpretation.....	32
10.12	Waiver Of Jury Trial.....	32
10.13	Jurisdiction and Venue.....	32
10.14	Costs.....	33

ASSET PURCHASE AGREEMENT, dated as of May 25, 2006, between
COMPUPAY, INC., a Florida corporation ("BUYER") and
TEAMSTAFF, INC., a New Jersey corporation ("SELLER").

INTRODUCTION

Seller owns and operates the Business (defined below). Seller desires to sell all of the assets used or held for use primarily in connection with the Business, and Buyer desires to purchase from Seller such assets, upon the terms and subject to the conditions set forth herein.

In consideration of the mutual benefits to be derived from this Agreement and of the representations, warranties, conditions, agreements and promises contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE I

DEFINITIONS

1.01 Definitions. The following terms, as used in this Agreement,

shall have the following meanings:

"ACCOUNTS RECEIVABLE" shall mean (a) all trade accounts receivable and other rights to payment from Customers and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of services rendered to Customers, (b) all other accounts or notes receivable of Seller and the full benefit of all security for such accounts or notes and (c) any claim, remedy or other right related to any of the foregoing.

"AFFILIATE" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, including any Person holding the majority of the equity or voting interests of any other Person.

"AGREEMENT" means this Asset Purchase Agreement.

"BUSINESS" means the payroll processing business of Seller, including all of the business conducted by DSi Payroll Services, a division of TeamStaff, Inc. Such Business consists of the provision of (i) payroll processing services to Customers and (ii) tax filing, processing and payment services (including the provision of tax information, such as W-2 reports) to Customers.

"BUSINESS DAY" means any day other than a Saturday or Sunday or any other day on which banking institutions are generally obligated or authorized to close in the State of New Jersey.

"CLOSING WORKING CAPITAL" means (a)(i)Accounts Receivable acquired by Buyer at Closing (other than Accounts Receivable which Buyer has not collected within ninety (90) days following the Closing Date and which are to be reconveyed to Seller pursuant to 8.02(b) plus (ii) the amount in the General Bank Account at Closing and transferred to Buyer (reduced by any payments or withdrawals therefrom that relate to the period before the Closing Date but which are posted thereafter), minus (b) the Assumed Liabilities. Any payments due on the Lease shall not be deemed Assumed Liabilities for the purpose of determining Closing Working Capital.

"CODE" means the Internal Revenue Code of 1986, as amended.

"CONTRACT" means any agreement, contract, note, bond, instrument, lease, license, indenture, mortgage, deed of trust, plan or commitment, whether written or oral, including any agreement to provide payroll processing or tax filing, processing and payment services.

"CUSTOMERS" means customers of Seller who are actively engaged in business and whose most recent payroll was processed by the Business.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"EMPLOYEE LIABILITIES" means liabilities for payroll, benefits or other liabilities to employees.

"ESCROW AGENT" means Cole Taylor Bank of Chicago, Illinois.

"ESCROW AGREEMENT" means the Escrow Agreement to be entered into between Seller and Buyer, which Escrow Agreement will be in substantially the form of EXHIBIT H attached hereto.

"GAAP" means generally accepted accounting principles for financial reporting in the United States, applied on a consistent basis.

"GENERAL BANK ACCOUNT" means PNC Bank Account # 8026220796 in the name of "DSi Payroll Services FBO PNC Business Credit".

"GOVERNMENTAL AUTHORIZATION" means any consent, license, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Entity or pursuant to any Legal Requirement.

"GOVERNMENTAL ENTITY" means any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

"INITIAL WORKING CAPITAL" means the greater of (x) Three Hundred Ten Thousand Seven Hundred Dollars (\$310,700) less Employee Liabilities of Seller at Closing, or (y) Two Hundred Ten Thousand Seven Hundred Dollars (\$210,700).

"INTELLECTUAL PROPERTY" means patents and patent applications; trademarks and trademark applications, trademark rights and related goodwill, including domain names, service names, service marks, trade names and design marks (and any applications and registrations therefor); trade secrets; copyrights, copyright registrations, and any applications therefor; domain names, source code, software, including the Proprietary Software (as defined below), customer lists, trade secrets and "know how" related to the operation of the Business; any licenses for use of any of the foregoing and other similar intellectual property and proprietary rights, whether or not subject to statutory registration.

"INTERIM BALANCE SHEET" means the balance sheet for the Business as of April 30, 2006.

"KNOWLEDGE," when used with respect to Seller, means the actual knowledge, if any, of any of its officers or directors, including without limitation, T. Kent Smith, Rick J. Filippelli, Greg Haygood, Kathleen Charles, Larry Braude, Laurie Nadeau and Steve Levine.

"LEGAL REQUIREMENT" means any federal, state, local, municipal or other constitution, law, ordinance, principle of common law, code, regulation or statute.

"LIENS" means mortgages, liens, security interests, encumbrances, leases, assignments, sub-leases, easements, covenants, rights-of-way or other similar restrictions of any nature whatsoever.

"MATERIAL CONTRACTS" means the third-party Contracts to which Seller is a party that were entered into in connection with, or relate to, the operation of, or are required to operate, the Business.

"MONTHLY SETTLEMENT REPORT" means a report delivered to Seller by Buyer no later than the fifth Business Day of each calendar month and setting forth the details of all Pre-authorized Settlements in the immediately preceding calendar month, including (i) reasonable documentation of each underlying Qualified Asserted Liability (including a description in reasonable detail of the nature of, and basis for, the claim and the identity of the claimant) and (ii) the terms of each Pre-authorized Settlement.

"PERSON" means an individual, a partnership, a limited liability company, a limited liability partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity or organization, domestic or foreign (including a Governmental Entity).

"PROPRIETARY SOFTWARE" means the programs developed by, or on behalf of, employees and contractors of the Business, Seller or any of their Affiliates, including the processing platform used to process Customer payrolls (the "PROGRAM").

"RECORDS" means the following records relating to the Business with respect to the period between January 1, 2004 and the Closing Date: customer billing records.

"REPRESENTATIVES" means, with respect to any party, its officers, directors, employees, attorneys, accountants and agents.

"SOFTWARE" means all computer software programs, including source code and object code (executable) versions.

"TAX" or "TAXES" means any Federal, state, local or foreign income, gross receipts, capital stock, franchise, profits, estimated, payroll, employment, environmental, withholding, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, alternative minimum or other tax, assessment, duty or similar charge of any kind, including any interest, penalty or addition thereto, whether disputed or not.

"TAX RETURNS" means any return, report, information return or other document (including schedules or any related or supporting information) filed or required to be filed with any Taxing Authority in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

"TAXING AUTHORITY" means any governmental or any quasi-governmental

body exercising any taxing authority or any other authority exercising Tax regulatory authority.

"TRANSACTION DOCUMENTS" means this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Noncompetition Agreement, the Transition Agreement, the Escrow Agreement and all other documents and agreements provided for herein or for the purpose of effecting the transactions contemplated herein.

Each of the following terms is defined in the Section set forth opposite such term:

TERM	SECTION
Account Agreements	4.09
Allocation Dispute	2.01(f)
Asserted Liability	9.02(f)
Assets	2.01(a)
Assignment and Assumption Agreement	3.01(c)
Assigned Contracts	2.01(a)
Assumed Liabilities	2.01(c)
Bill of Sale	2.02(b)
Closing	2.02(a)
Closing Date	2.02(a)
Closing Payment	2.01(e)
Confidentiality Agreement	10.07
Customer Account	4.09
Directo Agreement	7.01(f)
Equipment and Fixed Assets	2.01(a)
Escrow Funds	2.01(e)
Excluded Assets	2.01(a)

4

TERM	SECTION
General Contracts	2.01(a)
Indemnified Party	9.02(f)
Indemnifying Party	9.02(f)
Independent Accountants	2.03(d)
Lease	2.01(a)
Losses	9.02(a)
Noncompetition Agreement	3.01(d)
Pre-authorized Settlement	9.02(g)
Proposal	8.01(c)
PSA Agreement	7.01(f)
Purchase Price	2.01(e)
Purchase Price Adjustment	2.03(a)
Purchase Price Allocation	2.01(f)
Qualified Asserted Liability	9.02(g)
Retained Liabilities	2.01(d)
Scheduled Employee	4.18
Seller Financial Information	4.07
Seller Intellectual Property	4.13
Settlement Cap	9.02(g)
Transition Agreement	3.01(g)

1.02 Defined Terms.

(a) Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made and all financial statements required to be delivered hereunder shall be prepared in accordance with generally accepted accounting principles, consistently applied.

(b) All references in this Agreement to "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement and not to any particular Article, Section or other subdivision.

(c) In this Agreement, in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding".

(d) All references to "including" in this Agreement shall

mean including without limitation.

(e) A reference to a law in this Agreement includes any amendment or modification to such law and any rules or regulations issued thereunder.

5

(f) A reference to a Person in this Agreement includes its successors and permitted assigns (if any).

ARTICLE II

PURCHASE AND SALE OF ASSETS

2.01 Purchase and Sale of Assets.

(a) At the Closing, upon the terms and subject to the conditions set forth in this Agreement, Seller shall sell, assign, convey and transfer to Buyer and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest in, to and under all properties, assets (tangible and intangible) and rights (other than property, assets or rights listed on the Excluded Assets Schedule attached hereto (the "EXCLUDED ASSETS")), owned, held or used primarily in the conduct of the Business as of the Closing Date (the "ASSETS"), including all of Seller's right, title and interest in, to and under:

(i) All equipment, furniture, fixtures, supplies, parts and other fixed assets and tangible personal property owned by Seller on the Closing Date and primarily used in or primarily related to the Business, including the items identified on the Equipment and Fixed Assets Schedule attached hereto (collectively, the "EQUIPMENT AND FIXED ASSETS");

(ii) All Accounts Receivable of Seller as of the Closing Date.

(iii) All Contracts primarily relating to the Business, including the Contracts identified on the General Contracts Schedule attached hereto, including any deposits or prepayments under such Contracts (collectively, the "GENERAL CONTRACTS"); provided, however, that notwithstanding the foregoing, real and personal property leases shall not be considered General Contracts;

(iv) A certain lease for computer equipment and printers identified on the Leased Property Schedule attached hereto, including any prepaid rents, security deposits and options to renew or purchase under such lease (the "LEASE" and, collectively with the General Contracts, the "ASSIGNED CONTRACTS");

(v) All Intellectual Property (x) owned by or licensed to Seller on the Closing Date and primarily used in or primarily related to the Business (or under development for future use primarily in the Business) or (y) listed on the Intellectual Property Schedule attached hereto, including the names "Digital Solutions, Inc.", "DSi" and any and all derivations thereof and logos therefor, and any domain names and websites, including the design thereof;

(vi) All reports, plans, product catalogs, sales records, product literature, policies, manuals, customer lists, customer information, customer contact information, supplier lists, know-how, formulae, models, research and

6

development data, computer files, retrieval programs, operating data, input data, databases, charts, procedures, report layouts, formats, record file layouts, diagrams, flow charts and other related material developed primarily for, or primarily used in connection with, the Business;

(vii) All Governmental Authorizations primarily related to the Business (to the extent such are assignable) and other intangible property rights owned by Seller on the

Closing Date and primarily used in or primarily related to the Business;

(viii) The General Bank Account, together with amounts on deposit therein.

(b) Notwithstanding the foregoing, Seller shall not sell, assign, convey or transfer to Buyer, and Buyer shall not purchase or acquire from Seller, and Buyer will not be deemed by virtue of the execution and delivery of this Agreement or any of the other Transaction Documents, or as a result of the consummation of the transactions contemplated in this Agreement, or in any of the other Transaction Documents, to have purchased or acquired, any right, title or interest in any property or asset of Seller except the Assets. Without limiting the foregoing, Buyer shall not acquire, and shall not be deemed to have acquired, any right, title or interest in any property or asset listed on the Excluded Assets Schedule attached hereto.

(c) At the Closing, upon the terms and subject to the conditions set forth in this Agreement, Buyer shall assume and agree to pay and perform only the following obligations, liabilities and commitments of Seller (the "ASSUMED LIABILITIES"):

(i) any trade account payable related to the Business reflected on the Interim Balance Sheet (other than a trade account payable to Seller or any Affiliate of Seller) that remains unpaid at and is not delinquent as of the Closing Date;

(ii) any trade account payable related to the Business (other than a trade account payable to Seller or any Affiliate of Seller) with respect to products or services provided to Seller in the ordinary course of business consistent with past practice between the date of the Interim Balance Sheet and the Closing Date that remains unpaid at and is not delinquent as of the Closing Date; and

(iii) obligations of Seller under the Lease arising after the Closing Date.

(d) Notwithstanding the foregoing, and except for the Assumed Liabilities, Buyer does not assume or agree to pay, honor or discharge, and will not be deemed by virtue of the execution and delivery of this Agreement or any of the other Transaction Documents, or as a result of the consummation of the transactions contemplated in this Agreement, or in any of the other Transaction Documents, to have assumed, or to have agreed to pay, honor or discharge, any obligation, liability or commitment of Seller (the "RETAINED LIABILITIES"). Without limiting the foregoing, Buyer shall not be responsible

7

for any obligation, liability or commitment of Seller arising from, in connection with or related to (i) Taxes arising out of, relating to or in respect of the Business or the Assets or use thereof for any taxable periods prior to the Closing Date and the portion prior to the Closing Date of any taxable period that includes such day, (ii) any Contract of Seller, including any lease obligation, other than the Assigned Contracts, (iii) the Assigned Contracts for any period prior to Closing, (iv) the operation of the Business or ownership of the Assets prior to the Closing, (v) the employment or termination of employment of any Person by Seller, including, without limitation, any compensation due, or benefits of, any employee or independent contractor earned, accrued or arising prior to the Closing, (vi) any liability or obligation relating to an Excluded Asset or (vii) any other obligation or liability of Seller whatsoever except for the Assumed Liabilities.

(e) The purchase price for the Assets shall be Nine Million Dollars (\$9,000,000) plus or minus the Purchase Price Adjustment (the "PURCHASE PRICE"). At the Closing, the following consideration shall be delivered by Buyer towards the Purchase Price: (i) payment of an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000) to the Escrow Agent pursuant to the Escrow Agreement (the "ESCROW FUNDS"); and (ii) payment of an amount equal to Eight Million Seven Hundred Fifty Thousand Dollars (\$8,750,000) to Seller (the "CLOSING PAYMENT"). The Purchase Price Adjustment shall be paid to Buyer or Seller, as the case may be in accordance with Section 2.03.

(f) The Purchase Price shall be allocated as follows:

(i) The Purchase Price shall be allocated to the Noncompetition Agreement and Assets in accordance with Section 1060 of the Code (the "PURCHASE PRICE ALLOCATION"). Within ninety (90) days after the Closing, Buyer shall provide to Seller a proposed allocation of the final Purchase Price determined in a manner consistent with this Section 2.01(f) and the Code. Unless it provides Buyer with notice of its objections thereto and the basis therefor (an "ALLOCATION DISPUTE") within ten (10) Business Days after the receipt of such allocation, Seller shall be deemed to have agreed with such allocation.

(ii) Any Allocation Dispute shall be resolved in the same manner as provided in Section 2.03(d) for an objection to the Closing Working Capital calculation, except that the costs of the Independent Accountant shall be shared equally by Buyer and Seller. Buyer and Seller each shall file with the Internal Revenue Service Form 8594 and any other forms or statements that may be required by the Code, Treasury Regulations or the Internal Revenue Service, together with any and all attachments required to be filed therewith in connection with such allocation, in a manner consistent with the Purchase Price Allocation so determined.

(iii) To the extent consistent with applicable law, Buyer and Seller shall not file any Tax Return or other documents or otherwise take any position with respect to Taxes which is inconsistent with such allocation of the final Purchase

8

Price, provided, however, that neither Buyer nor Seller shall be obligated to litigate any challenge to such allocation of the final Purchase Price by a Government Entity.

(iv) Buyer and Seller shall promptly inform one another of any challenge, including any challenge raised in the context of an audit, by any Governmental Entity to any allocation made pursuant to this subsection and agree to consult with and keep one another informed with respect to the state of, and any discussion, proposal or submission with respect to, such challenge.

(g) Seller shall be responsible for obtaining all consents listed on the Authorization Schedule attached hereto and removing all Liens on the Assets (other than the Assigned Contracts) prior to Closing at its expense.

2.02 The Closing.

(a) The closing of the purchase and sale of the Assets and the assumption of the Assumed Liabilities hereunder (the "CLOSING") shall take place at the offices of Verrill Dana, LLP in Portland, Maine, at 9:00 a.m. on May 31, 2006, or at such other time and place as the parties shall otherwise agree. The Closing shall be deemed effective as of 12:01 a.m. on June 1, 2006, which date and time are herein referred to as the "CLOSING DATE."

(b) At the Closing:

(i) Seller shall deliver to Buyer a bill of sale in the form of EXHIBIT A attached hereto duly executed by Seller (the "BILL OF SALE") and such other appropriate instruments of transfer and assignment as Buyer shall reasonably request, in order to vest in Buyer, as of the Closing Date, all of Seller's right, title and interest in, to and under the Assets, free and clear of any Liens other than the Assigned Contracts.

(ii) Buyer shall deliver to Seller, by wire transfer of immediately available funds, to a bank account designated in writing by Seller, an amount equal to the Closing Payment. Seller shall deliver to Buyer written wire transfer instructions at least three Business Days prior to

the Closing.

(iii) Buyer shall deliver the Escrow Funds to the Escrow Agent.

(iv) Buyer and Seller shall make such other deliveries as are required by and in accordance with this Agreement.

2.03 Purchase Price Adjustment.

(a) The "PURCHASE PRICE ADJUSTMENT" (which may be a positive or negative number) will be equal to the amount determined by subtracting the (i) Closing Working

9

Capital from (ii) the Initial Working Capital. If the Purchase Price Adjustment is positive, the Purchase Price Adjustment shall be paid by wire transfer by Seller to an account specified by Buyer. If the Purchase Price Adjustment is negative, the difference between the Closing Working Capital and the Initial Working Capital shall be paid by wire transfer by Buyer to an account specified by Seller. Payment of the Purchase Price Adjustment, whether by Buyer or Seller, shall be made without interest. Within three (3) Business Days after the calculation of the Closing Working Capital becomes binding and conclusive on the parties, Seller or Buyer, as the case may be, shall make the wire transfer payment provided for in this Section 2.03.

(b) Buyer shall deliver its determination of the Closing Working Capital to Seller as soon as practicable after the date which is ninety (90) days following the Closing Date, but in no event later than the date which is one hundred five (105) days after the Closing Date.

(c) If within ten (10) days following delivery of the Closing Working Capital calculation Seller has not given Buyer written notice of its objection as to the Closing Working Capital calculation (which notice shall state the basis of Seller's objection), then the Closing Working Capital calculated by Buyer shall be binding and conclusive on the parties and be used in computing the Purchase Price Adjustment.

(d) If Seller duly gives Buyer such notice of objection, and if Seller and Buyer fail to resolve the issues outstanding with respect to the Closing Working Capital within thirty (30) days of Buyer's receipt of Seller's objection notice, Seller and Buyer shall submit the issues remaining in dispute to a firm of independent public accountants acceptable to Buyer and Seller (the "INDEPENDENT ACCOUNTANTS") for resolution of the issues that remain outstanding with respect to the calculation of Closing Working Capital applying the principles, policies and practices referred to in this Section 2.03 or in the definitions of terms used herein. If issues are submitted to the Independent Accountants for resolution, (i) Seller and Buyer shall furnish or cause to be furnished to the Independent Accountants such work papers and other documents and information relating to the disputed issues as the Independent Accountants may request and are available to that party or its agents and shall be afforded the opportunity to present to the Independent Accountants any material relating to the disputed issues and to discuss the issues with the Independent Accountants; and (ii) the determination by the Independent Accountants of the issues that remain outstanding with respect to the calculation of Closing Working Capital, as set forth in a notice to be delivered to both Seller and Buyer within sixty (60) days of the submission to the Independent Accountants of the issues remaining in dispute, shall be final, binding and conclusive on the parties and shall be used in computing the Purchase Price Adjustment.

(e) The fees and expenses of the Independent Accountants incurred in the resolution of any items in dispute shall be determined by the Independent Accountants and set forth in their notice and shall be allocated and paid by Buyer and Seller in inverse proportion to the extent they prevailed on the items in dispute.

10

(f) If Buyer reconveys to Seller any Account Receivable pursuant to Section 8.02(b), such reconveyed Accounts Receivable shall

thereafter be treated as an Excluded Asset.

ARTICLE III

DELIVERIES AT CLOSING

3.01 Seller's Deliveries. Seller shall deliver to Buyer each of the following at the Closing:

(a) A certificate of the chief executive officer, the chief financial officer or the chief operating officer of Seller in the form set forth in EXHIBIT B attached hereto, dated the Closing Date;

(b) The Bill of Sale, duly executed by Seller;

(c) An Assignment and Assumption Agreement, duly executed by Seller, substantially in the form of EXHIBIT C attached hereto (the "ASSIGNMENT AND ASSUMPTION AGREEMENT");

(d) A Noncompetition Agreement, duly executed by Seller, substantially in the form of EXHIBIT D attached hereto (the "NONCOMPETITION AGREEMENT");

(e) A copy of each consent listed on the Authorization Schedule attached hereto;

(f) An opinion, dated the Closing Date, of James D. Houston, Esq., counsel to Seller, substantially in the form of EXHIBIT E attached hereto;

(g) A Transition Agreement, duly executed by Seller, substantially in the form of EXHIBIT F attached hereto (the "TRANSITION AGREEMENT");

(h) Such documents as may be necessary to evidence the transfer of ownership of the bank account referred to in Section 2.01(a)(viii);

(i) Copies of such consents necessary for the assignment of the Assigned Contracts as may be requested by Buyer; and

(j) All documents that Buyer may reasonably request relating to the existence of Seller and the authority and legal capacity of Seller to enter into this Agreement and each of the other Transaction Documents to which it is a party, all in form and substance reasonably satisfactory to Buyer.

3.02 Buyer's Deliveries. Buyer shall deliver to Seller each of the following at the Closing:

11

(a) A certificate of the chief executive officer, the chief financial officer or the chief operating officer of Buyer in the form set forth in EXHIBIT G attached hereto, dated the Closing Date;

(b) The Assignment and Assumption Agreement, duly executed by Buyer;

(c) The Noncompetition Agreement, duly executed by Buyer;

(d) The Transition Agreement, duly executed by Buyer; and

(e) All documents that Seller may reasonably request relating to the existence of Buyer and the authority and legal capacity of Buyer to enter into this Agreement and each of the other Transaction Documents to which it is a party, all in form and substance reasonably satisfactory to Seller.

ARTICLE IV

SELLER'S REPRESENTATIONS AND WARRANTIES

As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated herein, Seller hereby represents and warrants to Buyer, which representations and warranties shall be true and correct on the date hereof and as of the date of the Closing, as follows:

4.01 Organization, Qualification and Authority. Seller is a corporation duly organized and validly existing in its state of organization and

is in good standing and qualified to do business in all jurisdictions where Seller conducts business except where such failure to be in good standing would not have an adverse affect on the Business or the Assets. Seller has full power and authority to own, lease and operate its facilities and assets as presently owned, leased and operated and to carry on the Business as it is now being conducted.

4.02 Board Authorization. The Board of Directors of Seller duly authorized the execution, delivery and performance of this Agreement and any and all of the other Transaction Documents to which Seller is or will be a party. No approval is required of the shareholders of Seller for the execution, delivery and performance of this Agreement, and no other corporate proceedings on the part of Seller are necessary to authorize the execution, delivery or performance by Seller of this Agreement and the other Transaction Documents to which Seller is or will be a party which has not already been obtained. The individuals executing this Agreement and all of the other Transaction Documents to which Seller is or will be a party on behalf of and in the name of Seller are duly authorized and empowered to so act.

4.03 Legality and Enforceability. This Agreement has been duly executed and delivered by Seller and is the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

12

4.04 Litigation. There is no pending or, to the best of Seller's Knowledge, threatened legal action relating to the transactions contemplated herein or generally to the Business or the Assets. Seller is not a party to any pending action, nor is Seller in receipt of any inquiry, notice, citation, investigation or complaint from any Governmental Entity or third party that would affect Seller's ability to perform its obligations under this Agreement or that would adversely affect the Business or Assets.

4.05 Consents and Approvals. Except as set forth on the Authorization Schedule attached hereto, the execution and delivery of this Agreement and the other Transaction Documents by Seller does not, and the consummation of the transactions contemplated herein and therein and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of consent, approval, termination, cancellation or acceleration of any obligation or to loss of a benefit under, or to any increased, additional, accelerated or guaranteed rights or entitlement of any Person under, or result in the creation of any lien on the properties or assets of Seller under, any provision of (i) the certificate of incorporation or by-laws of Seller, (ii) any Contract, (iii) any Governmental Authorization held by Seller or (iv) any judgment, order or decree or statute, law, or Legal Requirement applicable to Seller or its properties or assets, including the Assets. Except as set forth on the Authorization Schedule attached hereto, no permit, consent, approval, license, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made in connection with (a) the execution, delivery or performance of this Agreement by Seller or the consummation by Seller of any of the transactions contemplated herein or (b) the conduct by Buyer of the Business following the Closing as conducted on the date hereof (other than as required by some characteristic of Buyer).

4.06 Material Contracts and Commitments. The General Contracts Schedule attached hereto contains a list of all Material Contracts. Except as noted in the General Contracts Schedule attached hereto, each of the Material Contracts is valid and in full force and effect; each is a legal, valid and binding contract; and to the best of Seller's Knowledge, there has been no threatened cancellation thereof or outstanding disputes thereunder. Seller has performed all material obligations to be performed by it under the Material Contracts. Each of the Material Contracts will continue to be binding in accordance with its terms and inure to the benefit of Buyer after consummation of the transactions contemplated herein (except to the extent that the General Contracts Schedule attached hereto states that a consent to assignment is required for such contract and such consent is not obtained). There is no default (or an event which, with the giving of notice or lapse of time or both would be a default) by Seller under any Material Contract; and there is no pending or, to the best of Seller's Knowledge, threatened, bankruptcy, insolvency or similar proceeding with respect to any other party to the Material Contracts. There are no Material Contracts to which Seller is a party that could reasonably be anticipated to have a material adverse effect on the value of the Business or the Assets.

4.07 Financial Information. Attached as part of the Financial Information Schedule are income statements for the Business for the fiscal years ended September 30, 2002, September 30, 2003, September 30, 2004, and September 30, 2005 and balance sheets for the Business as of September 30, 2003, September 30, 2004, September 30, 2005 and December 31, 2005 and related notes regarding

Sheet (collectively, the "SELLER FINANCIAL INFORMATION"). The Seller Financial Information is accurate and complete in all material respects and presents fairly the position of the Business as of the dates thereof and the results of operations of the Business for the period covered thereby in accordance with GAAP. The revenues and expenses contained in the segment reporting of Seller's public filings are recorded in accordance with GAAP. Since September 30, 2005, the Business has been conducted in the ordinary course and in substantially the same manner as conducted prior to such date and Seller has made reasonable efforts consistent with past practices to preserve the relationships of Seller with its customers and suppliers and others with whom Seller deals. There are no material liabilities or obligations of Seller, including, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, interest, penalty, cost, expense, obligation or responsibility, either accrued, absolute, contingent, known, unknown or otherwise except as disclosed in the Financial Information.

4.08 Customers; Accounts. The Customer Schedule attached hereto lists all of the Customers, the annualized billing of such Customers and the services being performed for the Customer, or on the Customer's behalf. Except as set forth on the Customer Schedule attached hereto, none of the Customers has advised Seller in writing or orally that it plans to terminate Seller's services. Since September 30, 2005, there has not been any adverse change in the business relationships of Seller (with respect to the Business) with Customers.

4.09 Account Agreements. Except as reflected in the Customer Schedule with respect to current pricing, Seller has not entered into any written Contract with any Customer other than a Contract in substantially the form of one of the forms set forth on the Accounts Schedule (the "Account Agreements"). Seller has not entered into any other type of written contract or agreement with Customers that is materially different than the Account Agreements. No oral Contract with a Customer (a "Customer Account") creates a burden or obligation on Seller other than for the provision of payroll services in the ordinary course of Seller's business on terms substantially similar to the Account Agreements (except as reflected in the Customer Schedule with respect to current pricing) and each such Customer Account may be terminated by Seller on not more than thirty (30) days notice. Seller is not presently rendering services to any Customer other than pursuant to an Account Agreement or Customer Account. Each Account Agreement and Customer Account is valid, is not in material breach, is in full force and effect and is validly assignable to Buyer (whether in full force and effect or not) without the consent of any other party. There are no oral or written agreements or representations entered into by Seller or made by Seller that amend any Account Agreement, other than those identified on the Accounts Schedule attached hereto.

4.10 Ownership of Assets. Seller either owns the Assets or leases them pursuant to a Material Contract. Except as set forth on the Equipment and Fixed Assets Schedule attached hereto, Seller has good title to all of the Assets owned by it, including furniture and equipment, fixed assets, and all contract rights and intangible assets, and good and valid lease rights in all of the Assets leased by it, in each case free and clear of mortgages, security interests, liens, defects, charges, encumbrances, restrictions and rights of third parties. Except as set forth on the Equipment and Fixed Assets Schedule attached hereto, the Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing.

4.11 Marketable Title. Except as set forth on the Equipment and Fixed Assets Schedule attached hereto, Seller has good, valid and marketable title to the Assets owned by it, free and clear of all security interests, demands, liens, claims, or encumbrances of any nature or kind whatsoever. There exist no facts or set of circumstances which would prevent Seller from performing under this Agreement, or which would prevent or render Seller unable to deliver good and marketable title to the Assets.

4.12 Condition of Assets. Except as explicitly excluded on the Equipment and Fixed Assets Schedule attached hereto, and to the best of Seller's Knowledge, all of the Assets are in good working order and condition, ordinary wear and tear excluded, and have been maintained in accordance with practices prevailing in the industry. To the best of Seller's Knowledge, in no case have any of the Assets been installed in a manner which was in material violation of any applicable Legal Requirement or Contract when installed.

4.13 Intellectual Property. Seller owns or has the right to use all Intellectual Property used in connection with the Business (either currently or at any time in the past 12 months), all of which (other than "off-the-shelf" software generally commercially available for a cost of less than \$1,500 for a perpetual license) is identified on the Intellectual Property Schedule attached hereto, and following the Closing, Buyer will own or be able to use all such Intellectual Property on the identical terms and conditions as Seller owned or used such items prior to the Closing, subject to the receipt of any third party consents identified on the Intellectual Property Schedule attached hereto as being necessary for the valid transfer of such Intellectual Property. The Intellectual Property Schedule attached hereto specifically distinguishes the Intellectual Property that is owned by Seller ("SELLER'S INTELLECTUAL PROPERTY") from the Intellectual Property that is used by Seller, but owned by a third party. Seller developed the Program using third-party software development tools and Seller has the right to use and transfer the Program.

(a) Each employee of Seller who created any of Seller's Intellectual Property and each independent contractor engaged by Seller who created any of Seller's Intellectual Property has assigned to Seller all of such employee's or contractor's right, title and interest in such Intellectual Property. No other Person (other than licensors of "off-the-shelf" software that is generally commercially available for a cost of less than \$1,500 for a perpetual license, licensors of Intellectual Property under the agreements disclosed pursuant to paragraph (c) below and non-exclusive licensees of Seller's Intellectual Property identified pursuant to paragraph (e) below) has any rights to any of the Intellectual Property owned or used by Seller, and, to Seller's Knowledge, no other Person is infringing, violating or misappropriating any of the Intellectual Property that Seller owns or has an exclusive license to use or that is otherwise material to the Business.

(b) None of the activities or Business conducted by Seller and none of the Intellectual Property owned or used by Seller (other than "off-the-shelf" software generally commercially available for a cost of less than \$1,500 for a perpetual license) infringes, violates or constitutes a misappropriation of (or in the past infringed, violated or constituted a misappropriation of) any Intellectual Property of any other Person. Seller

15

has not received any written complaint, claim or notice alleging any such infringement, violation or misappropriation. Seller has obtained all necessary rights to use, including without limitation the right to use on the relevant computer system and with the applicable number of "seats" and concurrent users, all "off-the-shelf" generally commercially available software used in connection with the Business, and has not received any written complaint, claim or notice alleging that any such software (or its use of any such software) infringes, violates or constitutes a misappropriation of (or in the past infringed, violated or constituted a misappropriation of) any Intellectual Property of any other Person.

(c) Except as set forth on the Intellectual Property Schedule attached hereto, Seller has no agreements with any Person pursuant to which Seller obtains rights to Intellectual Property material to the Business (other than software that is generally commercially available for a cost of less than \$1,500 for a perpetual license) that is owned by a Person other than Seller. Other than as identified on the Intellectual Property Schedule attached hereto, Seller is not obligated to pay any royalties or other compensation to any third party in respect of its ownership, use or license of any of its Intellectual Property.

(d) Seller has taken reasonable precautions (i) to protect its rights in its Intellectual Property and (ii) to maintain the confidentiality of its trade secrets, know-how and other confidential Intellectual Property, and to Seller's Knowledge, there have been no acts or omissions by the officers, directors, employees and agents of Seller, the result of which would be to materially compromise the rights of Seller to apply for or enforce appropriate legal protection of Seller's Intellectual Property.

(e) Except as set forth on the Intellectual Property Schedule attached hereto, Seller has not granted any Person any permission, right or license to use, distribute, assign, license or sublicense any Intellectual Property.

4.14 Licensure; Compliance with Laws, Regulations and Court Orders.

The Licenses Schedule attached hereto sets forth all of the Governmental Authorizations, certificates, franchises, accreditations, registrations, or permits relating to the Business. There is not any outstanding or, to the best of Seller's Knowledge, threatened order, writ, injunction or decree of any court, Governmental Entity or arbitration tribunal against or affecting the Business or the Assets. Seller is in compliance with all applicable federal, state and local laws, Governmental Authorizations, Legal Requirements and administrative orders except where such non-compliance is not reasonably anticipated to have an adverse effect on the Business or the Assets, and Seller has not received any notices of alleged violations thereof, except as disclosed in the Licenses Schedule attached hereto. To the best of Seller's Knowledge, no Governmental Entity is currently conducting proceedings against Seller or any employee of Seller with respect to the Business, and no such investigation or proceeding is pending or being threatened.

4.15 Insurance. Seller has in effect and has continuously maintained insurance coverage on an "occurrence" basis for its operations, personnel, employees and Assets. Seller is aware that it is required to have in full force and effect a policy of general liability, worker's

16

comp, errors and omissions, and any other applicable insurance. Seller has had such insurance coverage in full force and effect for at least the immediately preceding two (2) year period. The Insurance Schedule attached hereto lists each insurance policy maintained by Seller with respect to the Assets or the Business and the type and extent of coverage afforded thereby. All such policies are in full force and effect, all premiums due and payable thereon have been paid, and no notice of cancellation or termination has been received by Seller with respect to any such policy which has not been replaced on substantially similar terms prior to the date of such cancellation. To the Knowledge of Seller, the activities and operations of Seller have been conducted in a manner so as to conform in all material respects to all applicable provisions of such insurance policies. In the event any insurance lapses prior to the Closing Date, Seller assumes all liability for any and all claims that would have been covered but for any insurance lapses.

4.16 Brokerage. There are no claims for brokerage commissions, finders', investment banker or financial advisor fees or similar compensation in connection with the transactions contemplated in this Agreement based on any arrangement or agreement made by or on behalf of Seller or any of its Affiliates, other than fees payable to SunTrust Robinson Humphrey (which shall be paid by Seller and for which Buyer shall have no responsibility).

4.17 Environmental Compliance. To the Knowledge of Seller, there has been no storage, disposal, generation, manufacture, refinement, transportation, handling or treatment of toxic wastes, medical wastes, hazardous wastes or hazardous substances by Seller or, to the best of Seller's Knowledge, Seller's predecessors in interest at, upon or from any location leased by Seller in violation of any applicable law, Legal Requirement, order, judgment, decree or permit or which would require remedial action under any applicable law, Legal Requirement order, judgment, decree or permit; and, to the Knowledge of Seller, there has been no material spill, discharge, leak, emission, injection, escape, dumping or release of any kind onto such property or into the environment surrounding such property of any toxic wastes, medical wastes, solid wastes, hazardous wastes or hazardous substances due to or caused by Seller or, to the best of Seller's Knowledge, Seller's predecessors in interest. The terms "HAZARDOUS WASTES," "TOXIC WASTES," "HAZARDOUS SUBSTANCES" and "MEDICAL WASTES" shall have the meanings specified in any applicable local, state, Federal and foreign laws or regulations with respect to environmental protection.

4.18 Scheduled Employees.

(a) Except as described on the Scheduled Employees Schedule attached hereto, no Contract that provides current or future benefits to any employee listed on such schedule (a "SCHEDULED EMPLOYEE") provides or is required to provide, now or in the future, health, medical, dental, accident, disability, death or survivor benefits to or in respect of any Person beyond termination of employment, except to the extent required under any state insurance law or under Part 6 of Subtitle B of Title I of ERISA and under Section 4980(B) of the Code.

(b) To the best of Seller's Knowledge, as of the Closing Date, no Scheduled Employee intends (i) to terminate his or her employment with Seller (except in order to accept employment with Buyer) or (ii) not to accept employment with Buyer.

(c) Except as described in the Scheduled Employees Schedule attached hereto, the consummation of the transactions contemplated in this Agreement will not (i) entitle any employee of Seller to severance pay or termination benefits for which Buyer may be liable, (ii) accelerate the time of payment or vesting, or increase the amount of compensation due to any such employee (or any former employee of Seller) for which Buyer or any of its Affiliates may be liable or (iii) obligate Buyer or any of its Affiliates to pay or otherwise be liable for any compensation, vacation days, pension contribution or other benefits to any employee, consultant or agent of Seller for periods before the Closing Date or for personnel whom Buyer or any of its Affiliates does not actually employ.

(d) The Scheduled Employees Schedule attached hereto includes, for each employee listed thereon, that employee's original date of hire with Seller and current rate of base compensation.

4.19 Tax Matters. Seller has timely filed with the appropriate Taxing Authorities all federal Tax Returns, all state Tax Returns for each of the states of the United States wherein such filing is required and all other material Tax Returns which, in each case, are required to be filed that relate to the Business, which Tax Returns properly reflect the Taxes payable for the periods covered thereby. All such Tax Returns are true, correct and complete in all material respects. Seller has duly paid, or will timely pay, to the appropriate Taxing Authorities all Taxes which are required to be paid that relate to the Business, including all sales Taxes, gross receipts Taxes and Taxes withheld from employees' wages and all other Taxes due or claimed to be due by a Taxing Authority for all taxable periods ending on or prior to the Closing Date, except to the extent such Taxes are being contested in good faith by appropriate proceedings.

4.20 Proprietary Software and Program. Seller owns or has the right to use the Proprietary Software including the Program. No proprietary rights in any Proprietary Software have been transferred, whether by sale, assignment or license (except for permission granted, in the ordinary course of business, to customers of Seller to use Proprietary Software), or have been lost. Seller has preserved the confidentiality of the source code for all Proprietary Software, including the Program, and such source code has not been disclosed to any Person (other than to employees of Seller in connection with the performance of their duties to Seller). The rights of Seller in the Proprietary Software, including the Program, are free and clear of any Liens except for (i) Liens relating to current Taxes not yet due and payable and (ii) Liens which do not materially interfere, individually or in the aggregate, with the continued use and operation of such Proprietary Software, including the Program. No claims are pending, or, to the Knowledge of Seller, threatened against Seller relating to violation of trade secret rights, copyrights or other proprietary rights with respect to any of the Proprietary Software. The Proprietary Software, including the Program, is the most recent versions of the programs constituting the Proprietary Software. The Proprietary Software, including the Program, conform substantially to the functional and operational specifications set forth in the respective user manuals and other documentation for such software.

4.21 Transactions with Affiliates. Except as set forth on the Related Party Transaction Schedule attached hereto, none of (i) Seller or any of its Affiliates, (ii) to the Knowledge of Seller, any director or officer of Seller or (iii) to the Knowledge of Seller, any Person with a relationship not more remote than first cousin of any Person specified in clause (ii), is presently, or during the 12-month period ending on the date hereof has been, a party to any transactions with Seller relating primarily to the Business (including any Contract relating primarily to the Business and providing for the furnishing of services by, or rental of real or personal property from, or otherwise requiring payments to, Seller or any such Affiliate, director, officer or shareholder or relative).

4.22 Disclosure. No representation made herein by Seller, contains any untrue statement of a material fact or omits to state a material fact necessary to make these statements not misleading.

4.23 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE BUSINESS, THE ASSETS OR ANY OTHER ASPECT OF THE BUSINESS, THE ASSETS, LIABILITIES OR OPERATIONS, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

BUYER REPRESENTATIONS AND WARRANTIES

As a material inducement to Seller to enter into this Agreement and to consummate the transactions contemplated herein, Buyer hereby represents and warrants to Seller, which representations and warranties shall be true and correct on the date hereof and as of the date of the Closing, as follows:

5.01 Organization and Corporate Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with all requisite corporate power and authority to enter into this Agreement and the other Transaction Documents to which it is or will be a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated herein and therein.

5.02 Authorization; Valid and Binding Agreement. The authorization, execution, delivery and performance of this Agreement and the other Transaction Documents by Buyer, and the consummation of the transactions contemplated herein and therein have been duly and validly authorized by all corporate acts and other proceedings required to be taken on the part of Buyer and no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance by Buyer of this Agreement or the other Transaction Documents. Each of this Agreement, and the other Transaction Documents has been, or when executed will be, duly executed and delivered by Buyer and constitute a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

19

5.03 No Breach. The execution and delivery of this Agreement and the other Transaction Documents by Buyer do not, and the consummation of the transactions contemplated herein and therein and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of consent, approval, termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to any increased, additional, accelerated or guaranteed rights or entitlement of any Person under, or result in the creation of any Lien on the properties or assets of Buyer under, any provision of (i) the Articles of Incorporation or bylaws of Buyer, (ii) any Contract to which Buyer is a party or by which any of its properties or assets are bound, (iii) any license, franchise, permit or similar authorization held by Buyer or (iv) any judgment, order or decree, or statute, law, or Legal Requirement applicable to Buyer or its properties or assets.

5.04 Governmental Consents. Except as set forth on the Governmental Consents Schedule attached hereto, no permit, consent, approval, Governmental Authorization, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required to be obtained or made in connection with the execution, delivery or performance of this Agreement by Buyer or the consummation by Buyer of any of the transactions contemplated herein.

5.05 Brokerage. There are no claims for brokerage commissions, finders', investment banker or financial advisor fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Buyer or any of its Affiliates.

ARTICLE VI

CONDUCT OF BUSINESS PRIOR TO CLOSING.

From and after September 30, 2005 and until the Closing Date, Seller shall have conducted, and Seller agrees that it will conduct, the affairs of the Business as follows:

6.01 Ordinary Course. The Business shall have been and shall be conducted only in the ordinary course consistent with past practice. Seller has maintained and shall maintain the Business, and the property, equipment and other assets associated therewith consistent with past practice and all applicable Legal Requirements. Seller has complied and shall comply in a timely fashion with the provisions of all General Contracts and commitments. Seller shall pay or otherwise satisfy in the ordinary course of business consistent with its past practices all of the liabilities and obligations associated with the Business and shall collect its Accounts Receivable only in the ordinary course of business consistent with its past practices. Seller has used and shall use commercially reasonable efforts to keep the Business intact, keep available the services of the present employees of the Business and preserve the goodwill of the suppliers, customers and others having relations with the Business. Seller has maintained and shall maintain in full force and effect its policies of insurance disclosed on the Insurance Schedule attached hereto. As soon as

practicable after the date of this Agreement, Seller shall make all filings required under Legal Requirements to be made by it, and seek all consents to be obtained by it, in order to carry out its

20

obligations under this Agreement and the other Transaction Documents. Seller shall cooperate with Buyer in obtaining any Governmental Authorization required by Buyer to own and operate the Business from and after the Closing Date.

6.02 Negative Covenants. The Company shall not have:

(a) Entered into any Contract relating to the Business except (i) those made in the ordinary course of business, the terms of which are consistent with past practice, or (ii) with the consent of Buyer, which consent shall not be unreasonably withheld or delayed;

(b) Failed to pay any Tax or any other liability or charge when due, other than liabilities contested in good faith by appropriate proceedings;

(c) Incurred any debt, liability or obligation with respect to the Business, other than current liabilities incurred in the ordinary and usual course of business or pay any debt, liability or obligation of any kind other than current liabilities and current maturities of long term debt;

(d) Mortgaged, pledged or otherwise encumbered or directly or indirectly transferred, or transferred any interest it holds in, any of the Assets;

(e) Sold, leased, transferred or disposed of any of the properties or assets associated with the Business;

(f) Taken any action or omitted to take any action that caused or will cause a breach or termination of any of Seller's Governmental Authorizations or General Contracts, other than termination by fulfillment of the terms thereunder;

(g) Made, changed or revoked any Tax election or made any agreement or settlement with any taxing authority relating to the Business;

(h) Changed any employee's salary, wage, benefits or bonus, or increased the number of employees assigned to the Business except with the written approval of Buyer;

(i) Made, or permitted to be made, any distribution, transfer, payment or allocation from the Business to Seller or any of its Affiliates except in the ordinary course of business consistent with its past practices; or

(j) Entered into any Contract to do any of the things described in clauses (a) through (i).

6.03 Access. Seller shall provide Buyer reasonable access during normal business hours to all of the properties, books, Contracts, commitments, records, officers, personnel and accountants of the Business (including independent public accountants and their audit work papers concerning the Company) and shall furnish all such documents and copies of documents

21

and all information with respect to the properties, liabilities and affairs of the Business as Buyer may reasonably request. Such information shall be subject to the Confidentiality Agreement.

6.04 Notice of Breaches, Supplemental Schedules. Between the date of this Agreement and the Closing, Seller shall promptly notify Buyer in writing if it becomes aware of (a) any fact or condition that causes or constitutes a breach of any of Seller's representations and warranties made as of the date of this Agreement or (b) the occurrence after the date of this Agreement of any fact or condition that would or be reasonably likely to (except as expressly contemplated in this Agreement) cause or constitute a breach of any such representation or warranty had that representation or warranty been made as of the time of the occurrence of, or Seller's discovery of, such fact or condition. Should any such fact or condition require any change to any of the schedules

attached hereto, Seller shall promptly deliver to Buyer a supplement to the affected schedule specifying such change. Such delivery shall not affect any rights of Buyer under Sections 7.01(a) and 10.01(a). During the same period, Seller shall promptly notify Buyer of the occurrence of any breach of any covenant of Seller in this Article VI or of the occurrence of any event that may make the satisfaction of the conditions in Article VII impossible or unlikely.

6.05 No Solicitation of Proposals. Until such time as this Agreement shall be terminated pursuant to Section 10.01, Seller shall not directly or indirectly, or through any other Person, solicit, initiate, encourage or entertain any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to or consider the merits of any inquiries or proposals from any Person (other than Buyer) relating to any business combination or acquisition involving the Business, including the sale of Seller's stock, the merger or consolidation of Seller or the sale of Seller's business or any of the Assets other than in the ordinary course of business (each, a "PROPOSAL"). Seller shall notify Buyer of any such Proposal within twenty-four (24) hours of receipt or awareness of the same by Seller and shall provide Buyer with the identity of any Person making such Proposal and copies of any written correspondence, together with any information Buyer may reasonably request, regarding the terms and conditions of any such Proposal.

6.06 Best Efforts. Seller shall use its best efforts to cause the conditions in Article VII to be satisfied.

ARTICLE VII

CONDITIONS TO CLOSING.

7.01 Conditions to Obligations of Buyer. The obligations of Buyer to purchase the Assets at the Closing is subject to the satisfaction, at or prior to the Closing Date, of the following conditions:

(a) The representations and warranties made by Seller shall be true and correct in all material respects as of the Closing Date with the same force and effect as if they had been made as of the Closing Date, and Seller shall have performed all obligations and conditions herein required to be performed or observed by it on or prior to the Closing Date. The representations and warranties made by Seller in this Agreement

22

shall have been true and correct in all material respects as of the date hereof, and there shall have been no material adverse change in the business or prospects of the Business since September 30, 2005.

(b) Seller shall have obtained any and all consents, Governmental Authorizations and waivers necessary for consummation of the transactions contemplated in this Agreement and the other Transaction Documents. The Assets shall be free and clear of all Liens other than the Assigned Contracts.

(c) There shall not have been commenced or threatened any proceeding (i) involving any challenge to, or seeking relief (monetary or otherwise) in connection with any of the transactions contemplated herein, or (ii) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions or otherwise interfering with any of the transactions contemplated herein. Neither the consummation nor the performance of any of the transactions contemplated herein shall directly or indirectly (with or without the lapse of time), contravene or conflict with, or result in a violation of, or cause Buyer to suffer any adverse consequence under any Legal Requirement, whether existing or proposed.

(d) Each of Kathleen Charles, Laurie Nadeau and Steve Levine shall have agreed to enter into employment and noncompetition agreements with Buyer in form and substance satisfactory to Buyer, and Seller shall have entered into a noncompetition, nonsolicitation and confidentiality agreement with Larry Braude upon terms satisfactory to Buyer.

(e) Buyer shall have entered into an agreement with Ceridian Inc. providing for the transition to it, or vendors of its choice, of Customers who receive services from Ceridian and the termination of all agreements with Ceridian included in the Assigned Contracts in form and substance satisfactory to Buyer.

(f) Seller shall have, effective the Closing Date, terminated

(i) the Agreement dated August, 2005 between Seller and Patterson Smith Associates (the "PSA AGREEMENT"), and (ii) the Marketing Partner Agreement dated February 1, 2004 with Directo, Inc. (the "DIRECTO AGREEMENT").

7.02 Conditions to Obligations of Seller. Seller's obligation to sell and transfer the Assets at the Closing Date is subject to the satisfaction, on or prior to such Closing, of the following conditions:

(a) The representations and warranties made by Buyer shall be true and correct at the date of the Closing, with the same force and effect as if they had been made on and as of said date.

(b) Buyer shall have performed and complied with all agreements and conditions herein required to be performed or complied with by it on or before the Closing Date.

23

ARTICLE VIII

POST-CLOSING COVENANTS

8.01 Seller's Covenants.

(a) Seller agrees that it shall handle and pay over, or cause to be handled and paid over, to the appropriate parties in a manner consistent with Seller's past business practices all amounts received from Customers prior to Closing and withheld from payroll payments made to employees of such Customers prior to Closing, or otherwise held, in order to pay workers' compensation or other insurance premiums or to fund contributions (whether on behalf of employer or employee) to 401(k) or other similar investment plans.

(b) Seller will cooperate with, and provide all information reasonably requested by, the firm of public accountants retained by Buyer in connection with the audit of the financial statements of the Business for Buyer's current fiscal year (and prior years in connection therewith), including such portion of said period during which the Business was owned and operated by Seller.

8.02 Buyer's Covenants.

(a) Buyer agrees (i) in the case of Excluded Assets received or held by it that constitute cash, promptly to pay to Seller such Excluded Asset or proceeds and (ii) in the case of other Excluded Assets received or held by it promptly to make available for delivery to Seller such Excluded Asset, together with any endorsements necessary to reflect Seller's ownership interests therein.

(b) Buyer agrees that for a period of ninety (90) days following the Closing, it will collect all accounts receivable owed by Customers, which accounts are included in the Assets, using collection efforts consistent with Buyer's own collection procedures and practices for its own accounts receivable. Nothing in the preceding sentence shall, however, be construed to permit Buyer to forgive any portion of any amount owed under any account receivable that constitutes an Excluded Asset in excess of ten percent (10%) of the total amount owed under such account receivable, without the prior written consent of Seller. Buyer agrees that all amounts received from Customers will be applied to accounts receivable in accordance with the invoice numbers indicated with such payments, or, if none, in chronological order by date of invoice. Following the ninety (90) day period referred to in this Section 8.02(b), Buyer may, but shall not be required to, reconvey any Account Receivable that remains outstanding to Seller and thereafter shall have no further obligation to collect such accounts and Seller may collect such reconveyed accounts receivable consistent with Seller's past collection procedures and practices.

24

(c) Buyer agrees that it shall use reasonable efforts to preserve the Records for a period of two years after the Closing Date at Buyer's expense. Until the second anniversary of the Closing Date Buyer shall provide to Seller or its designee reasonable access to the Records at such times as the Records are available to Buyer. Seller shall pay any access charges or other third-party fees incurred in connection with Seller's access to the Records.

ARTICLE IX

SURVIVAL AND INDEMNIFICATION

9.01 Survival. All of the representations and warranties contained in this Agreement and in any certificate delivered pursuant hereto shall survive the Closing for purposes of Section 9.02 and shall survive until the close of business on the second anniversary of the Closing Date, provided, however, that (i) the representations and warranties set forth in Sections 4.01, 4.02, 4.10, 4.11, 4.16 and 4.19 and (ii) in the case of fraud, intentional misrepresentation or intentional breach, any representation or warranty, shall survive until the expiration of the relevant statute of limitations (taking into account any extensions thereof) or 30 days after the expiration of the relevant statute of limitations (taking into account any extension thereof) for third party claims made within 30 days prior to the expiration of the relevant statute of limitations (taking into account any extensions thereof). The right to indemnification, reimbursement or other remedy based upon such representations, warranties, covenants and obligations shall not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant or obligation.

9.02 Indemnification.

(a) Seller shall indemnify Buyer and its officers, directors, shareholders and Affiliates against and hold them harmless from any loss, liability, claim, damage, expense, action, suit, proceeding, demand, judgment or cost (including reasonable legal fees and expenses) ("LOSSES") suffered or incurred by any such indemnified party arising from or relating to (i) any breach of any representation or warranty of Seller contained in this Agreement, (ii) any breach of any covenant of Seller contained in this Agreement or any of the other Transaction Documents, (iii) the conduct of the Business by Seller before the Closing Date, (iv) except for the Assumed Liabilities, any and all liabilities or obligations of Seller, (v) the failure of Seller to comply with any bulk sales laws or any state or local tax laws applicable to Seller in connection with the transactions contemplated in this Agreement or in any of the other Transaction Documents, and (vi) any and all Retained Liabilities.

(b) Buyer shall indemnify Seller and its respective officers, directors, shareholders and Affiliates against and hold them harmless from any Losses suffered or incurred by any such indemnified party arising from or relating to (i) any breach of any representation or warranty of Buyer contained in this Agreement, (ii) any breach of any

covenant of Buyer contained in this Agreement or any of the other Transaction Documents, (iii) the conduct of the Business or use of the Assets after the Closing Date, (iv) any and all Assumed Liabilities or (v) the failure by Buyer to comply with any state or local tax laws applicable to Buyer in connection with the transactions contemplated in this Agreement or in any of the other Transaction Documents.

(c) Except as provided below, Seller shall not have any liability under Section 9.02(a) unless the aggregate of all Losses relating thereto for which Seller would, but for this Section 9.02(c), be liable exceeds Fifty Thousand Dollars (\$50,000), in which case Buyer shall be entitled to all such Losses regardless of amount. Except as provided below, Buyer shall not have any liability under Section 9.02(b) unless the aggregate of all Losses relating thereto for which Buyer would, but for this Section 9.02(c), be liable exceeds Fifty Thousand Dollars (\$50,000), in which case Seller shall be entitled to all such Losses regardless of amount. The aggregate liability of Seller for indemnification or otherwise under this Agreement shall be limited to the Purchase Price and Buyer shall have no other recourse against Seller or their respective Affiliates with respect to such indemnity obligations or otherwise arising under this Agreement; provided that this sentence shall in no way affect or limit Seller's liability for the Retained Liabilities. The aggregate liability of Buyer for indemnification or otherwise under this Agreement shall be limited to the Purchase Price and Seller shall have no other recourse against Buyer or their respective Affiliates with respect to such indemnity obligations or otherwise arising under this Agreement; provided that this sentence shall in no way affect or limit Buyer's liability for the Assumed Liabilities. Notwithstanding

anything herein to the contrary, this Section 9.02(c) shall not apply to claims under Sections 9.02(a)(ii), 9.02(a)(vi), 9.02(b)(ii), 9.02(b)(iv), or to any matter arising in respect of Sections 4.01, 4.02, 4.10, 4.11, 4.16 or 4.19, or to any breach of any of Seller's representations and warranties of which Seller had Knowledge at any time prior to the date on which such representation or warranty was made or any intentional breach by Seller of any covenant or obligation and Seller shall be liable for all Losses with respect thereto.

(d) The obligations to indemnify and hold harmless any Person (i) pursuant to Section 9.02(a)(i) and Section 9.02(b)(i), shall terminate when the applicable representation or warranty terminates pursuant to Section 9.01 and (ii) pursuant to clauses (ii) through (vii) of Section 9.02(a) and clauses (ii) through (v) of Section 9.02(b), shall not terminate; provided, however, that as to clause (i) of this Section 9.02(d) such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the Person to be indemnified shall have, before the expiration of the applicable period, previously made a claim by delivering a notice of such claim (stating in reasonable detail the basis of such claim) to the indemnifying party.

(e) This Section 9.02 shall in no way affect or limit (x) Seller's liability for the Retained Liabilities or (y) Buyer's liability for the Assumed Liabilities. Nothing in this Section 9.02 shall in any way limit the ability of Buyer to defend any claim on the basis that such claim relates to a Retained Liability for which Seller is directly liable or the ability of a Seller to defend any claim on the basis that such claim relates to an Assumed Liability for which Buyer is directly liable.

26

(f) In case any claim or litigation which might give rise to any indemnification obligation (an "ASSERTED LIABILITY") of a party under this Section 9.02 (each an "INDEMNIFYING PARTY") shall come to the attention of the party seeking indemnification hereunder (the "INDEMNIFIED PARTY"), the Indemnified Party shall promptly notify the Indemnifying Party in writing of the existence, nature and amount of the potential Loss for which indemnification may be sought. Failure to give such notice shall not prejudice the rights of the Indemnified Party, except to the extent that the Indemnifying Party shall have been prejudiced by such failure. With respect to claims or litigation concerning third parties, the Indemnifying Party may assume the defense, on behalf of the Indemnified Party, of any Asserted Liability involving claims which may, in the reasonable judgment of the Indemnifying Party, give rise to a Loss in excess of \$100,000, if the Indemnifying Party acknowledges in writing to the Indemnified Party that such Asserted Liability is subject to indemnification pursuant to this Section 9.02. If the Indemnifying Party shall assume the defense of any such Asserted Liability, it shall be entitled to select and retain counsel and, except as provided in the next sentence, the Indemnifying Party shall not be liable for the fees and expenses of any counsel retained by any Indemnified Person in connection with such Asserted Liability. In connection with any such Asserted Liability, the defense of which the Indemnifying Party shall have assumed, any Indemnified Person shall have the right to participate in such defense and to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person, unless the Indemnified Party reasonably objects thereto on the ground that counsel for such Indemnifying Party cannot represent both the Indemnified Party and the Indemnifying Party because such representation would be reasonably likely to result in a conflict of interest or because there may be defenses available to the Indemnified Party that are not available to such Indemnifying Party. The Indemnifying Party may settle any Asserted Liability only with the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; provided, however, that such consent shall not be required if such settlement (i) provides only for the payment of damages and such damages are paid by the Indemnifying Party and (ii) includes an unconditional release of the Indemnified Party for any Loss arising out of such Asserted Liability. If the Indemnified Party has assumed the defense of any Asserted Liability, it shall be entitled to select and retain counsel; provided, however, that unless the Indemnifying Party shall have approved in writing such counsel (such approval not to be unreasonably withheld), the fees and expenses of such counsel shall be borne by the Indemnified Party. If the Indemnified Party has assumed the defense of any Asserted Liability, (i) the Indemnifying Party shall have the right to participate in such defense and to retain its own counsel and (ii) the

Indemnified Party may not settle such Asserted Liability without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

(g) The procedures set forth in this Section 9.02(g) shall apply, and the procedures of Section 9.02(f) shall not apply, to any Asserted Liability involving Customer claims (A) which in the reasonable judgment of Buyer, will not give rise to aggregate Losses in excess of \$5,000, (the "SETTLEMENT CAP") and (B) which constitute Retained Liabilities (each a "QUALIFIED ASSERTED LIABILITY"). Buyer shall not settle any

27

Asserted Liability that would have been a Qualified Asserted Liability covered by this Section 9.02(g) but for the fact that such Asserted Liability exceeds or would exceed in whole or in part the Settlement Cap, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Upon receipt of such consent, Buyer may pay the amount consented to with respect to such Asserted Liability and such Asserted Liability shall constitute a Qualified Asserted Liability and such payment shall constitute a Pre-authorized Settlement for purposes of this Section 9.02(g). Buyer shall assume the defense of each Qualified Asserted Liability and shall be entitled to select and retain counsel in connection therewith. Buyer may settle any Qualified Asserted Liability without the consent of Seller in a manner consistent with Buyer's practices in settling similar claims for their own account, and Seller shall pay the settlement amount in connection with any such settlement; provided that (i) such settlement (each a "PRE-AUTHORIZED SETTLEMENT") provides only for the payment of damages and such damages do not exceed the Settlement Cap; and (ii) each Pre-authorized Settlement is included on a Monthly Settlement Report delivered by Buyer to Seller. Claims to which this Section 9.02(g) applies shall not be subject to the limitation provided in Section 9.02(c). Each Monthly Settlement Report will include an invoice from Buyer for the aggregate amount of all Pre-authorized Settlements actually settled in such month. Seller agrees promptly to pay to Buyer the aggregate amount of the Pre-authorized Settlements shown on such invoice (by wire transfer of immediately available funds if such aggregate amount exceeds \$10,000 and by check if such amount is \$10,000 or less).

(h) Upon notice to Seller specifying in reasonable detail the basis therefor, Buyer may give notice of a claim in the amount to which it may be entitled under this Article IX to the Escrow Agent. Neither the exercise of, nor the failure to exercise, such right to give a notice of a claim under the Escrow Agreement will constitute an election of remedies or limit Buyer in any manner in the enforcement of any other remedies that may be available to it.

9.03 Further Assurances. From time to time, as and when requested by any party hereto, any other party shall execute and deliver or cause to be executed and delivered, all such documents and instrument as and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated in this Agreement or in any of the other Transaction Documents.

9.04 Employment Matters. Effective as of the Closing Date, Buyer shall offer employment to all of the Scheduled Employees. The terms and conditions of employment, including employment benefits and severance, of each Scheduled Employee accepting employment with Buyer shall be in accordance with the terms and conditions of employment currently offered by Buyer to similarly situated employees of Buyer; provided that the base compensation offered to such employee by Buyer shall not be less than the base compensation currently payable to such employee by Seller. Any period of service of Scheduled Employees with Seller shall be treated as service with Buyer for purposes of determining eligibility to participate and vesting in Buyer's employee benefit plans.

28

10.01 Termination.

(a) By notice given prior to or at the Closing, subject to Section 10.01(b), this Agreement may be terminated as follows:

(i) by mutual consent of Buyer and Seller;

(ii) by Buyer if a breach of any provision of this Agreement has been committed by Seller and such breach has not been waived by Buyer;

(iii) by Seller if a breach of any provision of this Agreement has been committed by Buyer and such breach has not been waived by Seller;

(iv) by Buyer if any condition in Section 7.01 has not been satisfied as of the date specified for Closing in the first sentence of Section 2.02(a) or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement), and Buyer has not waived or extended the time for satisfaction of such condition on or before such date;

(v) by Buyer if the Closing has not occurred on or before June 30, 2006, or such later date as the parties may agree upon, unless Buyer is in breach of this Agreement; or

(vi) by Seller if the Closing has not occurred on or before June 30, 2006, or such later date as the parties may agree upon, unless Seller is in breach of this Agreement.

(b) Each party's right of termination under Section 10.01(a) is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 10.01(a), all obligations of the parties under this Agreement will terminate, except that the obligations of the parties in this Article X will survive; provided, however, that if this Agreement is terminated because of a material breach of this Agreement by the nonterminating party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the nonterminating party's failure to perform or comply with its obligations under this Agreement, the terminating party's right to pursue all legal and equitable remedies will survive such termination unimpaired

10.02 Press Releases and Communications. Prior to the Closing, no press release or public announcement related to this Agreement or the transactions contemplated herein shall be

issued or made without the joint approval of Buyer and Seller, unless required by applicable law (including, but not limited to, federal securities laws) or legal process, in which case Buyer and Seller shall have the right, to the extent reasonably practicable, to review and comment on such press release or announcement. Seller will have the sole discretion to decide whether and when a federal securities filing is reasonably necessary.

10.03 Expenses. Except as otherwise expressly provided herein, Seller on one hand and Buyer on the other hand shall pay all of their own respective costs and expenses (including attorneys' and accountants' fees and expenses) in connection with the negotiation of this Agreement, the performance of their respective obligations hereunder and the consummation of the transactions contemplated in this Agreement (whether consummated or not).

10.04 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be delivered by hand or sent by telecopy or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand or telecopied or, if mailed, upon receipt (provided that any such notice shall be deemed to have been received two Business Days after mailing in the case of express mail or overnight courier service), as follows:

If to Seller:

T. Kent Smith TeamStaff, Inc.

1545 Peachtree Street, NE
Suite 340
Atlanta, Georgia 30309

with a copy to:

James D. Houston
Vice President of Business and Legal Affairs
General Counsel
TeamStaff, Inc.
18167 US Hwy. 19 North, Suite 400
Clearwater, FL 33764
Fax: (866) 823-1153

If to Buyer:

CompuPay, Inc.
3450 Lakeside Drive
Suite 400
Miramar, FL 33027
Attention: Charles W. Lathrop, Jr., President
and Chief Executive Officer
Facsimile No.: 954-874-0599
with a copy to:

30

Keith C. Jones.
Verrill Dana, LLP
One Portland Square
P.O. Box 586
Portland, ME 04112-0586
Facsimile No.: 207-774-7499

or to such other address or facsimile number as the party to whom notice is to be given may have furnished to the other parties in writing in accordance herewith.

10.05 Assignment. This Agreement and the rights and obligations hereunder shall not be assignable by Seller without the prior written consent of Buyer. Any attempted assignment in violation of this Section 10.05 shall be void.

10.06 Amendment and Waiver. Any provision of this Agreement or the Schedules or Exhibits hereto may be modified, amended, supplemented or waived only in a writing signed by Seller and Buyer. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default. The rights and remedies of the parties to this Agreement are cumulative and not alternative. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10.07 Complete Agreement. This Agreement, including the Schedules and Exhibits hereto, and the other Transaction Documents contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof and thereof in any way, except that the Confidentiality Agreement dated January 12, 2006 to which Buyer and Seller are parties (the "CONFIDENTIALITY AGREEMENT") shall remain in full force and effect (except as provided in Section 10.02), but shall not survive the Closing. None of the parties hereto shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter, except as specifically set forth herein.

10.08 Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument, and shall become effective when one or more such counterparts have been signed by each of the parties hereto and delivered to Seller and Buyer.

10.09 Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State without giving effect to any choice or conflict of law provision or rule

(whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

10.10 No Third-Party Beneficiaries. Except as provided in Section 9.02, this Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and permitted assigns any legal or equitable rights hereunder.

10.11 Interpretation. The headings contained in this Agreement, in any Exhibit or Schedule attached hereto and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Nothing in this Agreement or in any certificate, agreement, instrument or other document delivered pursuant hereto or in connection herewith shall in any way be deemed to create any liability or obligation on the part of any officer, director or employee of Buyer or Seller, in his or her individual capacity.

10.12 Waiver Of Jury Trial. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN.

10.13 Jurisdiction and Venue. Any controversy, dispute or claim arising out of or in connection with or relating to this Agreement, or to any of the other Transaction Documents or any of the transactions contemplated herein or therein, or the breach, termination or validity hereof, or of any transaction contemplated herein shall be brought in the courts of the State of Delaware, County of New Castle, including the Delaware Chancery Court, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this Agreement or any transaction contemplated herein in any other court. The parties agree that any or all of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Seller acknowledges and agrees that Buyer would be irreparably harmed if any of the provisions of this Agreement or of any of the other Transaction Documents are not performed in accordance with their specific terms and that any breach of this Agreement, or of any of the other Transaction Documents by Seller could not be adequately compensated in all cases by monetary damages alone. Accordingly, Seller agrees that, notwithstanding this Section 10.13, in addition to any other right or remedy to which Buyer may be entitled at law or in equity, Buyer shall be entitled to enforce any provision of this Agreement, or the other of Documents in any court of competent jurisdiction by a decree of specific performance and to temporary, preliminary and permanent

injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

10.14 Costs. Notwithstanding anything herein to the contrary, the prevailing party in any litigation arising out of or in connection with or relating to this Agreement or to any of the other Transaction Documents or any of the transactions contemplated herein or therein, or the breach, termination or validity hereof, or of any transaction contemplated herein shall be entitled to, and the non-prevailing party shall be required to pay upon demand, all reasonable expenses incurred by the prevailing party in connection with such litigation including, but not limited to, attorneys' fees and expenses, costs of experts, court costs, filing and recording fees, and all other associated expenses. The non-prevailing party shall pay its own costs and expenses of litigation.

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

By: _____
Name:
Title:

TEAMSTAFF, INC.

By: _____
Name:
Title:

EXHIBITS

- Exhibit A Form of Bill of Sale
- Exhibit B Form of Seller Closing Certificate
- Exhibit C Form of Assignment and Assumption Agreements
- Exhibit D Form of Noncompetition Agreement
- Exhibit E Form of Opinion
- Exhibit F Form of Transition Agreement
- Exhibit G Form of Buyer Closing Certificate
- Exhibit H Form of Escrow Agreement

BILL OF SALE

TeamStaff, Inc., a New Jersey corporation ("Seller"), for good and valuable consideration, hereby sells, conveys, transfers and assigns to CompuPay, Inc., a Florida corporation ("Buyer"), all of Seller's right, title and interest in, to and under the Assets (as defined in the Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), between Seller and Buyer, including, without limitation, the assets described on Schedule1 attached hereto and hereby made a part hereof.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement. This Bill of Sale is being delivered pursuant to the Asset Purchase Agreement and shall be construed consistently therewith. The Assets are conveyed hereby subject to, and with all representations and warranties applicable thereto under, the Asset Purchase Agreement.

All matters relating to the interpretation, construction, validity and enforcement of this Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be duly executed and delivered as of _____, 2006.

TEAMSTAFF, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED TO:

COMPUPAY, INC.

By: _____
Name:
Title:

EXHIBIT B

Seller's Officer's Certificate

I, _____, _____, of TeamStaff, Inc., a New Jersey corporation ("Seller"), do hereby certify in the name of and on behalf of the Seller that (i) each of the Seller's representations and warranties contained in Article IV of that certain Asset Purchase Agreement, dated as of May 25, 2006, between Seller and CompuPay, Inc., a Florida corporation, (the "Asset Purchase Agreement"), are true and correct on the date hereof with the same force and effect as if made on the date hereof and (ii) Seller has performed and complied with the covenants and agreements in the Asset Purchase Agreement required to be performed or complied with by Seller as of the date hereof.

IN WITNESS WHEREOF, I have signed this certificate as of May __, 2006.

TEAMSTAFF, INC.

By:

Name:
Title:

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of _____, 2006 between CompuPay, Inc., a Florida corporation ("Buyer") and TeamStaff, Inc., a New Jersey corporation ("Seller").

Pursuant to the Asset Purchase Agreement, dated as of May 25, 2006 (the "Asset Purchase Agreement"), between Seller and Buyer, Seller has agreed, among other things, to sell, convey, transfer and assign to Buyer, and Buyer has agreed that it shall assume, the Assumed Liabilities and Seller has agreed to sell convey and transfer to Buyer the General Contracts. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Asset Purchase Agreement.

In consideration of the sale of the Assets and in accordance with the terms of the Asset Purchase Agreement, the parties hereto hereby agree as follows:

1. Seller hereby sells, conveys, transfers and assigns to Buyer the Assumed Liabilities, and Buyer hereby assumes and agrees to pay and perform fully when due the Assumed Liabilities in accordance with the terms of such Assumed Liabilities and the Asset Purchase Agreement. Seller hereby sells, conveys and assigns to Buyer all of its right, title and interest in, to and under the General Contracts. Buyer hereby accepts all of the right, title and interest of Seller in, to and under the Assets sold, conveyed, transferred and assigned to it pursuant to the Asset Purchase Agreement and the Bill of Sale.

2. Any provision of this Assignment and Assumption Agreement may be modified, amended, supplemented or waived only in a writing signed by Seller and Buyer. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

3. All matters relating to the interpretation, construction, validity and enforcement of this Assignment and Assumption Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

4. This Assignment and Assumption Agreement may be executed in multiple counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument, and shall become

effective when one or more such counterparts have been signed by each of the parties hereto and delivered to Seller and Buyer.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be duly executed and delivered as of the day and year first above written.

COMPUPAY, INC.

By:

Name:
Title:

TEAMSTAFF, INC.

By:

Name:
Title:

EXHIBIT D

NONCOMPETITION AGREEMENT (this "AGREEMENT") dated as of May , 2006 among CompuPay, Inc., a Florida corporation ("BUYER") and TeamStaff, Inc., a New Jersey corporation ("SELLER").

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement dated as of May 25, 2006 (the "ASSET PURCHASE AGREEMENT") pursuant to which Seller has agreed to sell and Buyer has agreed to buy certain assets owned by Seller, subject to the terms and conditions set forth in the Asset Purchase Agreement; and

WHEREAS, the execution of this Agreement by Seller is a condition to the closing of the transaction provided for in the Asset Purchase Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

"AFFILIATE" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, including any Person holding the majority of the equity or voting interests of any other Person.

"BUSINESS" means the payroll processing business of Seller,

including all of the business conducted by DSI Payroll Services, a division of TeamStaff, Inc. Such Business consists of the provision of (i) payroll processing services to Customers and (ii) tax filing, processing and payment services (including the provision of tax information, such as W-2 reports) to Customers.

"BUSINESS DAY" means any day other than a Saturday or Sunday or any other day on which banking institutions are generally obligated or authorized to close in the State of New Jersey.

"CUSTOMERS" means customers of Seller who are actively engaged in business and whose most recent payroll was processed by the Business.

"GOVERNMENTAL ENTITY" means any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

"PERSON" means an individual, a partnership, a limited liability company, a limited liability partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity or organization, domestic or foreign (including a Governmental Entity).

41

2. NonCompetition. During the period beginning on the date hereof and ending on the fifth anniversary thereof (the "NON-COMPETE PERIOD"), Seller shall not directly or indirectly own any interest in, manage, control, participate in, consult with, render services for, or in any manner engage in any business competing with Buyer or any of its Affiliates (including, without limitation, payroll services or tax filing services) anywhere in the United States. Seller acknowledges that such businesses are conducted and planned to be conducted nationally and agrees that the provisions of this Agreement shall operate throughout the United States. Nothing herein shall prohibit Seller from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation which is publicly traded, so long as Seller has no active participation in the business of such corporation.

3. Nonsolicitation. During the Non-Compete Period, Seller shall not directly or indirectly through another Person (i) induce or attempt to induce any person who became an employee of Buyer pursuant to an offer of employment made pursuant to the Asset Purchase Agreement to leave the employ of Buyer or any of its Affiliates, or in any way interfere with the relationship between Buyer or any of its Affiliates and any employee thereof, (ii) hire or solicit to hire any person who was an employee of Seller assigned primarily to the Business at any time during the one year-period prior to the date hereof, or (ii) induce or attempt to induce any customer, supplier, vendor, service provider, employee, licensee, licensor, lessor, franchisee or other business relation of Buyer or any of its Affiliates to cease doing business with Buyer or any of its Affiliates, or in any way interfere with the relationship between any such customer, supplier, vendor, service provider, employee, licensee, licensor, lessor, franchisee, channel partner, referral source or other business relation and Buyer or any of its Affiliates (including, without limitation, making any negative statements or communications about Buyer or any of its Affiliates).

4. Confidentiality. Seller shall, and shall cause each of its Affiliates to, treat and hold as confidential any information concerning the Business that is not already generally available to the public (the "CONFIDENTIAL INFORMATION"), shall refrain, and shall cause its Affiliates to refrain, from using any of the Confidential Information except in connection with the Asset Purchase Agreement. In the event that Seller or any of its Affiliates is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Seller shall notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, Seller or its Affiliate is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, Seller or its Affiliate may disclose such Confidential Information to the tribunal; provided that Seller and its Affiliate shall use its best efforts to obtain, at the request of Buyer, an order or other assurance that confidential treatment shall be accorded to such portion of the Confidential Information required to be disclosed as Buyer shall designate.

5. Reform. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the court making the determination of invalidity or

unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any

42

invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

6. Scope. Seller expressly acknowledges and agrees that (i) the Business has a significant amount of goodwill associated with it, represented in part by trade names, customer and client relationships, and its history of operations, and such goodwill extends throughout the United States, (ii) each and every of the restrictions contained in this Agreement is reasonable in all respects (including, without limitation, with respect to subject matter, time period and geographical area) and such restrictions are necessary to protect Buyer's interest in, and value of, the Business (including, without limitation, the goodwill inherent therein) to be acquired by Buyer, (iii) Seller is primarily responsible for the creation of such value, and (iv) Buyer would not have consummated the transactions contemplated hereby without the restrictions contained in this Agreement

7. Equitable Relief. Seller acknowledges and agrees that in the event of a breach by Seller of any of the provisions of this Agreement, monetary damages shall not constitute a sufficient remedy. Consequently, in the event of any such breach, the Buyer and/or its successors or assigns may, in addition to other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of posting a bond or proving actual damages.

8. Amendment. Any provision of this Agreement may be amended or waived only in a writing signed by all of the parties hereto.

9. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable by Seller without the prior written consent of Buyer. Any attempted assignment in violation of this Section 9 shall be void.

10. Complete Agreement. This Agreement and the Asset Purchase Agreement, including the Schedules and Exhibits thereto, and the agreements entered into in connection therewith contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof and thereof in any way.

11. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder.

12. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within such State without giving effect to any choice or conflict of law

43

provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

13. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be delivered by hand or sent by telecopy or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand or telecopied or, if mailed, upon receipt (provided that any such notice shall be deemed to have been received two Business Days after mailing in the case of express mail or overnight courier service), as follows:

If to Seller:

T. Kent Smith TeamStaff, Inc.
1545 Peachtree Street, NE
Suite 340
Atlanta, Georgia 30309

with a copy to:

James D. Houston
Vice President of Business and Legal Affairs
General Counsel
TeamStaff, Inc.
18167 US Hwy. 19 North, Suite 400
Clearwater, FL 33764
Fax: (866) 823-1153

If to Buyer:

CompuPay, Inc.
3450 Lakeside Drive
Suite 400
Miramar, FL 33027
Attention: Charles W. Lathrop, Jr., President
and Chief Executive Officer
Facsimile No.: 954-874-0599

with a copy to:

Keith C. Jones.
Verrill Dana, LLP
One Portland Square
P.O. Box 586
Portland, ME 04112-0586
Facsimile No.: 207-774-7499

44

or to such other address or facsimile number as the party to whom notice is to be given may have furnished to the other parties in writing in accordance herewith.

14. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument and shall become effective when one or more such counterparts have been signed by each of the parties hereto and delivered to Seller and Buyer.

15. Waiver Of Jury Trial. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

16. Jurisdiction and Venue. Any controversy, dispute or claim arising out of or in connection with or relating to this Agreement, or the breach, termination or validity hereof, or of any transaction contemplated herein shall be brought in the courts of the State of Delaware, County of New Castle, including the Delaware Chancery Court, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this Agreement or any transaction contemplated herein in any other court. The parties agree that any or all of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Seller acknowledges and agrees that Buyer would be irreparably harmed if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by Seller could not be adequately compensated in all cases by monetary damages alone. Accordingly, Seller agrees that, notwithstanding this Section 16, in addition to any other right or remedy to which Buyer may be entitled at law or in equity, Buyer shall be entitled to enforce any provision of this Agreement, in any court of competent jurisdiction by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the

provisions of this Agreement, without posting any bond or other undertaking.

45

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above.

COMPUPAY, INC.

By: _____
Name:
Title:

TEAMSTAFF, INC..

By: _____
Name:
Title:

46

EXHIBIT E

May 31, 2006

CompuPay, Inc.
3450 Lakeside Drive
Suite 400
Miramar, FL 33027

Re: Asset Purchase Agreement by and between CompuPay, Inc. and TeamStaff, Inc.

Ladies and Gentlemen:

As General Counsel to TeamStaff, Inc., a New Jersey corporation (the "Company"), I have advised the Company in connection with the sale of certain assets to CompuPay, Inc. pursuant to an Asset Purchase Agreement dated as of May 25, 2006 (the "Agreement"). This opinion is provided to you pursuant to Section 3.01(f) of the Agreement. Except as otherwise defined herein, capitalized terms contained in this opinion have the same meanings as set forth in the Agreement.

I have examined the Agreement, the other Transaction Documents and originals or copies of such records of the Company, certificates of officers of the Company and public officials, and other documents as I have deemed relevant and necessary as a basis for this opinion. In such examination, I have assumed the genuineness of all signatures, the legal capacity of all signatories, the authenticity of all documents submitted to me as originals, the conformity to originals of documents submitted to me as copies, and the authenticity of the originals of such documents.

As to questions of fact material to this opinion, I have relied without independent verification upon representations contained in certificates of public officials.

Based upon the foregoing, and subject to the qualifications set forth below, I am of the opinion that:

1. The Company is a corporation validly existing and in good standing under the laws of the State of New Jersey.
2. The Company has all requisite corporate power and authority to own its assets and to carry on its business as presently conducted. The Company has all requisite corporate power and authority to enter into each of the Transaction Documents to which it is a party and to perform its obligations thereunder.
3. The Company and its directors and officers have taken all corporate action necessary to authorize the execution, delivery, and performance by the Company of each the Transaction Documents to which the Company is a party. No approval or other action by the shareholders of

47

the Company is necessary to authorize the execution, delivery, and performance by the Company of each the Transaction Documents to which the Company is a party

4. Neither the execution and delivery by, nor the performance by, the Company of any of its obligations under any of the Transaction Documents to which it is a party will constitute a violation by the Company of, or a breach or default by the Company under, its Certificate of Incorporation or bylaws; or, to my knowledge, under any contract or agreement to which the Company is a party or under any judgment, writ, order or decree, specific to the Company of any court or other governmental authority.

Opinions expressed herein "to my knowledge" involve substantial issues of fact and are given on the basis of the knowledge, after reasonable inquiry, of those individuals in the Company who have been principally involved with the transactions contemplated in the Transaction Documents.

This opinion is intended for use by you in connection with the transactions contemplated in the Agreement and is not to be relied upon by any other person or in any other context.

Very truly yours,

James D. Houston
Vice President of Business and Legal Affairs
General Counsel
TeamStaff, Inc.

48

TRANSITION AGREEMENT, dated as of June 1, 2006 among CompuPay, Inc., a Florida corporation ("BUYER") and TeamStaff, Inc., a New Jersey corporation (the "SELLER").

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated May 25, 2006 (the "ASSET PURCHASE AGREEMENT") pursuant to which Seller has agreed to sell and Buyer has agreed to buy certain assets (the "ASSETS") owned by Seller, subject to the terms and conditions set forth in the Asset Purchase Agreement;

WHEREAS, the parties hereto agree that the mutual covenants contained herein will assist each party in the transition of ownership of the Assets contemplated in the Asset Purchase Agreement; and

WHEREAS, the execution and delivery of this Transition Agreement is a condition to the closing of the transactions provided for in the Asset Purchase Agreement;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement. Seller and Buyer are sometimes referred to together in this Agreement as the "Parties" and each individually as a "Party."

2. Office Space. The Seller agrees to sublease to Buyer certain office space at Seller's office at 300 Atrium Drive, Somerset, New Jersey 08873 (the "TEMPORARY SPACE") in accordance with a Sublease in the form set forth in EXHIBIT A attached hereto and made a part hereof, such Sublease to be executed and delivered at the Closing.

3. Transitional Services. Seller will provide, transfer or make available, to Buyer the following with respect to the Business (the "TRANSITIONAL SERVICES"), services included therein to be provided by Seller with the same degree of care, skill and diligence with which Seller performed similar services on behalf of the Business prior to the Closing:

(a) Seller will make its web developer, Andrew Stone ("Consultant") available for a period of up to 125 days from the date hereof to provide consulting services to Buyer to assist in the transition of the Business to Buyer, as reasonably requested by and upon reasonable notice from Buyer; provided that the time spent by Consultant on such consulting services shall not exceed 16 hours in any week or 150 hours in the aggregate without the consent of Seller. Such services shall be considered a part of Consultant's duties as an employee of Seller, and Buyer shall not be obligated to pay any compensation to Seller or to Consultant in connection with the provision of such services; and

(b) The services and related items listed on EXHIBIT B.

49

The Buyer shall provide Seller, in a timely manner, with all information that is necessary or appropriate to enable Seller to provide the Transitional Services.

4. Other Services. The Buyer may request, from time to time, services from Seller of a type which Seller provided on behalf of the Business prior to the Closing Date but which are not described on EXHIBIT B (the "ADDITIONAL SERVICES"). Seller shall use commercially reasonable efforts to accommodate any reasonable request for such services, but shall not be obligated to provide any Additional Services unless it agrees to do so.

5. Compensation. Seller shall be compensated for Buyer's use of the Temporary Space as provided in EXHIBIT A. Transition Services shall be provided to Buyer by Seller without charge. Any Additional Services shall be charged at a rate commensurate with the type of service requested, but will not exceed a reasonable market rate. Seller shall furnish the Buyer with monthly invoices for amounts due hereunder. Each invoice shall describe in reasonable detail the services upon which the amount charged to the Buyer is based. The Buyer shall remit to Seller, in full, the undisputed amount of each such invoice at the address shown on the invoice within thirty (30) Business Days of receipt of the invoice. Any undisputed amount not received by the payment due date shall be subject to a late payment charge equal to the amount of the overdue balance times the "prime rate" per annum, as announced from time to time by The Wall Street Journal, Eastern Edition, for the number of calendar days from the

payment due date up to and including the date payment is actually received. Buyer shall promptly notify Seller in writing of the nature and basis of any dispute relating to the amount due on any invoice. Each of the Parties shall use commercially reasonable efforts to resolve the dispute prior to the payment due date.

6. Contact Persons; Dispute Resolution. Each Party shall appoint a person or persons for the purpose of coordinating the provision of the Transitional Services and the resolution of any disputes that may arise under this Agreement. Each Party shall use its commercially reasonable efforts to resolve in a timely manner any disputes and/or claims that may arise in connection with services to be provided hereunder and shall make available its personnel, data, books and records to the extent reasonably necessary to investigate and resolve any such disputes and/or claims.

7. Cooperation. Seller will use commercially reasonable efforts to cooperate with the Buyer in the transition of the Business to Buyer and to assist the Buyer in providing services directly to customers of the Business or through service providers other than Seller.

8. Confidentiality Obligation.

(a) All information disclosed by a Party to the other Party during the negotiation and the term of this Agreement ("PROPRIETARY INFORMATION") (i) shall be the property of the disclosing Party, (ii) shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement and (iii) shall be protected by the Party receiving such Proprietary Information in accordance with the terms of this Section.

50

(b) Each Party agrees that it shall not disclose any Proprietary Information of the other Party in whole or in part, including any information derived from Proprietary Information, to any third Party. Proprietary Information shall be held in confidence by the receiving Party and its employees, contractors or agents and shall be disclosed to only those of the receiving Party's employees, contractors or agents who have a need to know it in connection with the administration and implementation of this Agreement. In the event that such Proprietary Information is not otherwise already included within the scope of a confidentiality agreement with such contractors and agents, the receiving Party shall cause such contractors and agents to comply with the provisions of this Section.

(c) Information shall not be deemed Proprietary Information and the receiving Party shall have no obligation with respect to any such information which (i) is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or (ii) was known by the receiving Party prior to disclosure and the receiving Party was not under a duty of non-disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or (iii) was disclosed to the receiving Party by a third Party who was free of obligations of confidentiality to the Party providing the information; or (iv) is approved for release by written authorization of the disclosing Party; or (v) is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.

(d) Each Party agrees to give notice to the other Party of any demands to disclose or provide Proprietary Information received from such Party under lawful process prior to disclosing or furnishing Proprietary Information, and agrees to cooperate in seeking reasonable protective arrangements requested by the other Party. In addition, a Party may disclose or provide Proprietary Information of the other Party requested by a government agency or national stock exchange having jurisdiction over the disclosing Party; provided, that such Party uses its reasonable good faith efforts to obtain protective arrangements satisfactory to the Party owning the Proprietary Information. The Party owning the Proprietary Information may not unreasonably withhold approval of protective arrangements.

9. Reform. If a court declares that any term or provision of this Agreement is invalid or unenforceable, the parties to this Agreement agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

10. Equitable Relief. Seller agrees that money damages would not be a sufficient remedy for breach of this Agreement by Seller and that in addition to all other remedies Buyer shall be entitled to equitable relief, including injunction and specific performance, for any breach of the provisions of this Agreement. Buyer agrees that money damages would not be a sufficient remedy for breach of this Agreement by Buyer and that in addition to all other remedies Seller shall be entitled to equitable relief, including injunction and specific performance, for any breach of the provisions of this Agreement.

51

11. Amendment. Any provision of this Agreement may be amended or waived only in a writing signed by all of the parties hereto.

12. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable by Buyer or Seller without the prior written consent of the other Party; provided that Buyer shall have the right to assign its rights and obligations under this Agreement to any entity to which they would be permitted to assign its rights and obligations under the Asset Purchase Agreement. Any attempted assignment in violation of this Section 12 shall be void.

13. Complete Agreement. This Agreement, including the Exhibits hereto, and the other Transaction Documents contain the complete agreement between the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof and thereof in any way. Neither of the Parties shall be liable or bound to the other Party in any manner by any representations, warranties or covenants relating to such subject matter, except as specifically set forth herein and therein.

14. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder.

15. Governing Law. ALL MATTERS RELATING TO THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

16. Waiver Of Jury Trial. EACH OF THE PARTIES HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN.

17. Jurisdiction and Venue. Any controversy, dispute or claim arising out of or in connection with or relating to this Agreement, or the breach, termination or validity hereof, or of any transaction contemplated herein shall be brought in the courts of the State of Delaware, County of New Castle, including the Delaware Chancery Court, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this Agreement or any transaction contemplated herein in any other court. The parties agree that any

52

or all of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Seller acknowledges and agrees that Buyer would be irreparably harmed if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by Seller could not be adequately compensated in all cases by monetary damages alone. Accordingly, Seller agrees that, notwithstanding this Section 17, in addition to any other right or remedy to which Buyer may be entitled at law or in equity, Buyer shall be entitled to enforce any provision

of this Agreement, in any court of competent jurisdiction by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

18. Relationship of Parties. The Parties acknowledge and agree that Seller is engaged in a business that is independent from the Buyer's and that Seller will be performing its obligations under this Agreement as an independent contractor. Nothing contained herein is intended to create an agency relationship or a partnership or joint venture between Seller and Buyer. Seller is not an agent of Buyer and shall have no authority to represent Buyer as to any matter, except as authorized herein or in writing by the Buyer from time to time.

19. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be delivered by hand or sent by telecopy or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand or telecopied or, if mailed, upon receipt (provided that any such notice shall be deemed to have been received two Business Days after mailing in the case of express mail or overnight courier service), as follows:

If to Seller:

T. Kent Smith TeamStaff, Inc.
1545 Peachtree Street, NE
Suite 340
Atlanta, Georgia 30309

with a copy to:

James D. Houston
Vice President of Business and Legal Affairs
General Counsel
TeamStaff, Inc.
18167 US Hwy. 19 North, Suite 400
Clearwater, FL 33764
Fax: (866) 823-1153

53

If to Buyer:

CompuPay, Inc.
3450 Lakeside Drive
Suite 400
Miramar, FL 33027
Attention: Charles W. Lathrop, Jr., President
and Chief Executive Officer
Facsimile No.: 954-874-0599

with a copy to:

Keith C. Jones.
Verrill Dana, LLP
One Portland Square
P.O. Box 586
Portland, ME 04112-0586
Facsimile No.: 207-774-7499

or to such other address or facsimile number as the party to whom notice is to be given may have furnished to the other parties in writing in accordance herewith.

20. Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to Seller and Buyer.

21. Term and Termination. The term of this Agreement shall be from the date hereof until all obligations as set forth in Exhibits A and B have been satisfied. Notwithstanding anything to the contrary contained herein, the confidentiality provisions of Section 8 shall survive any termination hereof until the second anniversary of the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above.

COMPUPAY, INC.

By: -----
Name:
Title:

TEAMSTAFF, INC.

By: -----
Name:
Title:

EXHIBIT A

SUBLEASE

THIS SUBLEASE made and entered into this ____ day of _____, 2006, by and between TEAMSTAFF, INC., a New Jersey corporation, d/b/a DSI PAYROLL SOLUTIONS, hereinafter called "Landlord", and COMPUPAY, INC., a Florida corporation, hereinafter called "Tenant",

W I T N E S S E T H :
- - - - -

WHEREAS, Landlord is the tenant under a lease with LaSalle Investment Management, Inc., successor in interest to WHATR Real Estate Limited Partnership, hereinafter referred to as the "underlying lease", with respect to premises located at 300 Atrium Drive, Somerset New Jersey 08873 (the "underlying premises"), to which lease reference is hereby made as if the same were set forth herein at length; and

WHEREAS, Landlord and Tenant have entered into an Asset Purchase Agreement dated May 25, 2006 (the "Asset Purchase Agreement") pursuant to which Landlord has agreed to sell and Tenant has agreed to buy certain assets (the "Assets") owned by Landlord, subject to the terms and conditions set forth in the Asset Purchase Agreement; and

WHEREAS, Landlord and Tenant have agreed that Landlord shall sublet to Tenant a portion of the underlying premises for a period of time after the Closing Date;

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein contained, the parties hereto hereby covenant and agree as follows:

1. Landlord hereby demises and subleases to Tenant, and Tenant hereby takes and hires from Landlord, for the term and upon and subject to the terms and conditions set forth in this Sublease, and/or incorporated by reference herein, the premises described and/or shown on Schedule 1 attached hereto consisting of approximately 7,500 square feet of space (sometimes hereinafter referred to as the "demised premises" and sometimes hereinafter referred to as the "premises"). In addition, Tenant shall have the right to use, in common with Landlord, the entrances, exits, hallways, stairwells, elevators, rest rooms, snack and cafeteria rooms and other common facilities situated within or appurtenant to the underlying premises (the "common facilities"). In addition, Tenant shall have the right to use one-half of the parking spaces available to the underlying premises.

2. TO HAVE AND TO HOLD the said premises for a term commencing on the date hereof and expiring on May 30, 2007 (the "Expiration Date") unless earlier terminated by

56

Tenant. Tenant shall have the right to terminate this Sublease at any time prior to the Expiration Date upon thirty (30) days prior notice to Landlord.

3. (a) Tenant shall pay to Landlord during the term of this Sublease, at the address set forth herein in regard to notices, or at such other place as Landlord may from time to time direct, monthly Base Rent payments at the annual rate of Nineteen Dollars \$19.00 per square foot of usable floor area, payable on the first day of each month during the term of this Sublease and prorated for the fraction of any month at the beginning and end of the term; provided that if the date hereof is not the first day of a month, then the first monthly rental payment shall be payable on the date hereof and shall be equal to the product of (i) one-thirtieth of such monthly rental payment times (ii) the number of days from but excluding the date hereof to and including the last day of the current month.

(b) Tenant shall pay Landlord Additional Rent for utility and maintenance charges equal to 50% of the actual utility and maintenance charges paid by Landlord with respect to the entire underlying premises pursuant to the underlying lease (including the premises), but in no event in excess of One Thousand Eight Hundred Dollars \$1,800 per month, prorated for the period of actual occupancy by Tenant. Said charges shall be paid in arrears within thirty (30) days after receipt of an invoice from Landlord, together with substantiating documentation. Tenant's payments of Base Rent and Additional Rent provided for herein shall constitute Tenant's entire rent obligation, and Tenant shall not be obligated to pay any amounts for Operating Costs, Taxes or other Additional Rent payments set forth in the underlying lease.

4. Tenant shall be entitled to all of the services and maintenance to which Landlord is entitled with respect to the underlying premises pursuant to the underlying lease and which Landlord now provides for with respect to the premises. Without limiting the generality of the foregoing, Landlord will provide or cause to be provided to Tenant telephone service; electricity, heat, air-conditioning and other utilities; receptionist services; and cleaning, janitorial and maintenance services to the same extent provided with respect to the remainder of the underlying premises at no additional cost.

5. Tenant shall not assign this sublease nor sublet the demised premises in whole or in part, and shall not permit Tenant's interest in this Sublease to be vested in any other party by operation of law or otherwise. Tenant shall use the demised premises for general office use, including its current use, and for no other purpose without the prior written consent of Landlord. Tenant shall not make any alterations or additions to the demised premises without the prior written consent of Landlord.

6. At the expiration of the term Tenant shall yield up the premises peaceably to Landlord broom clean and, subject to Landlord's compliance with its maintenance obligations as set forth herein, in the same order, repair and

condition as said premises are in on the commencement date hereof, ordinary wear and tear and damage by fire or other casualty excepted. Landlord shall comply with all laws, ordinances, rules and regulations of governmental authorities relating to the condition of the premises.

57

7. (a) Tenant shall save Landlord harmless and indemnified from and against all injury (including death) to any person and loss of, or damage to, any property while on the premises except to the extent caused by Landlord, its employees or invitees. Tenant shall maintain with respect to the premises commercial general liability insurance having a combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) for bodily injury and damage to property each occurrence, in companies qualified to do business in the State in which the premises is located under a policy naming Landlord as an additional insured, said policy to be written on an occurrence basis.

(b) Landlord shall save Tenant harmless and indemnified from and against all injury (including death) to any person and loss of, or damage to, any property while on the remainder of the underlying premises, excluding the premises, except to the extent caused by Tenant, its employees or invitees. Landlord shall maintain with respect to the underlying premises commercial general liability insurance having a combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) for bodily injury and damage to property each occurrence, in companies qualified to do business in the State in which the premises is located, under a policy naming Tenant as an additional insured, said policy to be written on an occurrence basis.

(c) Landlord and Tenant each shall deposit with the other certificates of such insurance at or prior to the commencement of the term of this Sublease, and thereafter within ten (10) days prior to the expiration of such policies. Such policies shall to the extent obtainable provide that the policies may not be materially changed or cancelled without at least ten (10) days' prior written notice to each insured.

8. All fixtures installed by Tenant in the demised premises or conveyed to Tenant pursuant to the Asset Purchase Agreement shall remain the property of Tenant and may be removed at any time during or at the expiration of the term of the Lease. Tenant shall repair any damage caused by such removal.

9. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly have, hold, occupy and enjoy the demised premises and all appurtenances thereto without hindrance or molestation

10. This Sublease is subject and subordinate to the underlying lease. Landlord and Tenant each agree not to do, nor permit to be done, anything which would cause the underlying lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in the landlord under the underlying lease.

11. All notices which may be permitted or required hereunder shall be in writing and given in the manner set forth in the Asset Purchase Agreement, and shall be addressed to the addresses set forth therein, or to such other address or addresses as either party may hereafter designate by notice in writing to the other party.

12. If Tenant shall fail to make any payment of Fixed Rent or Additional Rent by the due date, and shall fail to cure such default within 10 days after receipt of written notice of such

58

nonpayment from Landlord, or in the event of noncompliance by Tenant with any other Sublease term, and continuing for 30 days after written notice by Landlord specifying the default (or if incurable within 30 days, then Tenant's failure to commence to cure within 30 days and thereafter to carry out the curing diligently and within a reasonable period of time), then Landlord may terminate this Lease, expel Tenant and remove its effects, and pursue any other remedies for arrears of rent or breach of contract.

13. Landlord and Tenant each releases the other and the officers, employees and representatives of the other, from any liability (to the other or the other's insurance company) for any damage caused by fire or other casualty, even if such fire or casualty shall have been caused by the fault or negligence of the other party.

14. Landlord warrants and represents that the demised premises are free of all Hazardous Substances (as defined in the Asset Purchase Agreement), and Landlord will indemnify Tenant and hold it harmless from and against any and all costs, expenses and liabilities (including without limitation attorney fees and clean-up costs) related to the discovery, presence, release, removal and/or cleanup of any Hazardous Substance which may be discovered within the demised premises. Tenant agrees not to introduce any Hazardous Substances onto the demised premises, and further to comply with all applicable laws and regulations with respect to its use of any potentially hazardous materials on or about the demised premises.

15. The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant.

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

WITNESS:

TEAMSTAFF, INC.,
d/b/a DSI PAYROLL SOLUTIONS

By: _____
Print Name: _____
Its: _____

"Landlord"

COMPUPAY, INC.

By: _____
Print Name: _____
Its: _____

"Tenant"

DEMISED PREMISES

[To be provided]

EXHIBIT B

TRANSITIONAL COMPUTER SERVICES TRANSITIONAL NEEDS

The Transitional Services will include the housing of web and database servers and related equipment currently located in Seller's corporate data center and the following:

ONGOING SUPPORT AND MAINTENANCE

- * Continuation of current hardware and software maintenance for all network related equipment owned by Seller and located in Somerset, New Jersey until Buyer takes over the related maintenance contracts or replaces the equipment (not to exceed 180 days). This includes the equipment related to the frame relay connection to Seller's Corporate Data Center and Internet connectivity.
- * Web and database server hosting and support for a period of 120 days.
- * Internet and web server connectivity in current configuration for 120 days.
- * Domain name administration for 60 days.

* File server use for 45 days

* Use of existing maintenance contracts for service on existing servers, and desktops, laptops as needed, until Buyer takes over the related maintenance contracts or replaces the equipment (not to exceed 180 days).

* Troubleshooting and repair of any software or hardware problems that may arise with respect to equipment that prohibit day-to-day operation of the Business by Buyer at 300 Atrium Drive, Somerset, New Jersey 08873.

* System engineer support for all equipment acquired by Buyer and server and desktop equipment still under maintenance contracts where contracts are owned by Seller. This includes circuit maintenance and repair, firewall changes, virus updates, tape backups.

E-MAIL AND TELEPHONE REDIRECTION

* Phone service in current configuration for 90 days.

* Email services for 90 days. Thereafter, redirection of e-mails directed to employees of the Business or related to the Business to Buyer's e-mail servers .

62

* Support in connection with the transfer of existing Business connections, including the Internet, out of TeamStaff, Inc. corporate facilities.

* Support in connection with the transfer of existing web and payroll production servers from TeamStaff, Inc. corporate locations to Buyer, either to Buyer's data center or a new location, including readdressing of IP addresses for servers and removal of firewall.

* Reprogramming of Somerset PBX to reroute customer calls to Buyer.

ASSETS AND SERVICES TO BE PROVIDED OR TRANSFERRED TO BUYER AS PART OF TRANSITION:

* All source code for DSi web application and databases.

* Oracle database dump file.

* Listing of all email addresses for DSi.

* Export of DSi staff email boxes.

* Transfer of DSi domain administrative rights.

* Phone lines and phone numbers.

* All virtual machines created for DSi disaster recovery plan.

63

Buyer's Officer's Certificate

I, _____, _____, of CompuPay, Inc., a Florida corporation ("Buyer"), do hereby certify in the name of and on behalf of the Buyer that (i) each of the Buyer's representations and warranties contained in Article V of that certain Asset Purchase Agreement, dated as of May 25, 2006, between Buyer and TeamStaff, Inc., a New Jersey corporation, (the "Asset Purchase Agreement"), are true and correct on the date hereof with the same force and effect as if made on the date hereof and (ii) Buyer has performed and complied with the covenants and agreements in the Asset Purchase Agreement required to be performed or complied with by Buyer as of the date hereof.

IN WITNESS WHEREOF, I have signed this certificate as of May __, 2006.

COMPUPAY, INC.

By:

Name:
Title:

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "ESCROW AGREEMENT") is made as of May 31, 2006, by and among TEAMSTAFF, INC, a New Jersey Corporation with a location at 1545 Peachtree Road, NE, Suite 340, Atlanta, Georgia 30309 ("SELLER"); CompuPay, Inc., a New Jersey Corporation with a location at 3450 Lakeside Drive, Suite 400, Miramar, FL 33027 ("BUYER"); and COLE TAYLOR BANK of Chicago, Illinois (the "ESCROW AGENT").

WHEREAS, pursuant to an Asset Purchase Agreement (the "PURCHASE AGREEMENT") dated May 25, 2006, between Seller and Buyer, the parties have agreed, pursuant to Section 2.01(e) thereof, to place Two Hundred Fifty Thousand Dollars (\$250,000) (the "ESCROW AMOUNT") into escrow, to provide funds for certain potential obligations and understandings and to secure the undertakings, representations and warranties made by Seller, all pursuant to this Escrow Agreement. Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Purchase Agreement;

NOW, THEREFORE, in consideration of the promises herein made and the agreements and understandings provided in the Purchase Agreement, the parties hereto agree as follows.

1. Formation of Escrow Fund. Buyer, on behalf of Seller and in accordance with the provisions of this Escrow Agreement, hereby delivers, and

the Escrow Agent hereby acknowledges receipt of the Escrow Amount, and the Escrow Agent accepts and agrees to maintain the Escrow Amount, separately in an account and such account shall include all interest, dividends and distributions on the Escrow Amount, all in accordance with the terms hereof.

2. Distributions of Escrow Amount.

(a) Subject to Section 2(b) hereof, the Escrow Agent shall distribute the Escrow Amount to Seller at such address or pursuant to such written instructions as may be provided to the Escrow Agent by Seller as follows: (i) One Hundred Twenty-five Thousand Dollars (\$125,000) on November 30, 2006, and (ii) the remainder of the Escrow Amount (plus any accrued interest) on May 31, 2007; provided, however, that in the event the Escrow Agent receives a written notice from Buyer prior to such date certifying that Buyer has claimed a right to indemnification and the amount of such claim in accordance with Section 9.02 of the Purchase Agreement or that Buyer has claimed a right to receive a Purchase Price Adjustment and the amount of such claim in accordance with Section 2.03 of the Purchase Agreement which has not been paid in accordance with the Purchase Agreement, the Escrow Agent shall retain and continue to hold on the terms of this Escrow Agreement an amount from the Escrow Account equal to the claimed indemnity or claimed Purchase Price Adjustment that remains due until it receives written notice that such indemnification claim and claim for a Purchase Price

65

Adjustment has been resolved, in accordance with clause (x) or (y) of Section 2(b) hereof, and shall pay the balance, if any, of the Escrow Account due to Seller on such date to Seller.

(b) Prior to May 31, 2007, the Escrow Agent shall hold the Escrow Amount in its possession until authorized hereunder to deliver the Escrow Amount as follows: (x) upon receipt of a certificate, a sample of which is attached hereto as Annex A, requesting the delivery of any portion of the Escrow Amount as signed on behalf of Buyer, the Escrow Agent shall deliver such portion to Seller or Buyer, as directed in such certificate; or (y) upon receipt of an award or order of a court of competent jurisdiction with respect to payment of all or any portion of the Escrow Amount, the Escrow Agent shall deliver such portion to Seller or Buyer, or as otherwise directed in such award or order.

(c) The parties recognize and agree that the amount placed in escrow is not meant to limit the obligations of Seller pursuant to the Purchase Agreement.

3. No Duty to Verify. The Escrow Agent shall have neither the duty nor the authority to verify the accuracy of the information contained in the foregoing notices, nor the genuineness of the signatory thereto or the authority of such signatory thereto or the authority of such signatures to execute such notices. Upon the final distribution of all the Escrow Amount pursuant to Section 2 above, the Escrow Agent shall be deemed to have fully discharged its duties and obligations hereunder, and shall have no further liability or obligation to any party with respect hereto.

4. Investment of the Escrow Amount. The Escrow Agent shall follow Buyer's written instructions concerning the permissible investment, reinvestment, purchase and sale of the Escrow Amount. Permissible investments shall be limited to: (i) obligations of the United States government, and (ii) the Goldman Sachs Financial Square Money Market Fund. All such investments shall have a maturity date no more than 3 days prior to the date contemplated for the payments described in Section 2. Any interest earned on such investments will be added to the Escrow Amount. The Escrow Agent shall report such interest as having been earned by Seller. Quarterly statements shall be sent to Buyer and Seller.

5. Additional Limitations on Escrow Amount. No party shall be deemed to have any right, title or interest in or possession of the Escrow Amount, except as provided herein.

6. The Escrow Agent.

(a) Protection of the Escrow Agent. In consideration of this escrow by the Escrow Agent, the parties agree that: (i) the parties may examine the Escrow Amount during normal business hours at the office of the Escrow Agent; (ii) the Escrow Agent's duties and responsibilities shall be limited to those expressly set forth in this Escrow Agreement, and the Escrow Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instruction of, any or all of the parties hereto even though reference thereto may be made herein; (iii) no assignment of the interest of any party shall be binding upon the Escrow Agent; (iv) in performing its duties

hereunder, the Escrow Agent may rely on written statements furnished to it by any officer of Buyer, or any other evidence deemed by the Escrow Agent to be

66

reliable, and shall be entitled to act on the advice of counsel selected by it; (v) if the Escrow Amount is attached, garnished, or levied upon under the order of any court, or the delivery thereof shall be stayed or enjoined by the order of any court, or any other order, judgment or decree shall be made or entered by any court affecting the Escrow Amount, the Escrow Agent is hereby expressly authorized and instructed to obey and comply with all writs, orders or decrees so entered or issued, whether with or without jurisdiction; the Escrow Agent shall not be liable to any of the parties hereto or their successors by reason of compliance with any such writ, order or decree notwithstanding such writ, order or decree being subsequently reversed, modified annulled, set aside or vacated; (vi) the Escrow Agent may, in its sole and absolute discretion, deposit the Escrow Amount or so much thereof as remains in its hands with the then chief or presiding judge of the Federal District Court whose jurisdiction includes the County of New Castle, Delaware, and interplead the parties hereto, and upon so depositing such property and filing its complaint in interpleader, it shall be relieved of all liability under the terms hereof as to the property so deposited and shall be entitled to recover in such interpleader action, from the other parties hereto, its reasonable out-of-pocket attorneys' fees and related costs and expenses incurred in commencing and prosecuting such action and furthermore, the parties hereto for themselves, their successors and assigns, do hereby submit themselves to the jurisdiction of said Court and do hereby appoint the then Clerk, or acting Clerk, of said Court as their agent for the service of all process in connection with such proceedings; (vii) in case the Escrow Agent becomes involved in litigation in connection with this Escrow Agreement, it shall have the right to retain counsel, and shall have a lien on the Escrow Amount for all reasonable out-of-pocket costs, attorneys' fees, charges, disbursements and expenses in connection with such litigation, and shall be entitled to reimburse itself for such expenses out of the Escrow Amount; (viii) if the Escrow Agent's reasonable fees, costs, expenses, or reasonable out-of-pocket attorneys' fees provided for herein are not promptly paid, the Escrow Agent, after notice to the parties, shall have the right to sell the property held hereunder; and (ix) notwithstanding anything herein to the contrary, the Escrow Agent shall be under no duty to monitor or enforce compliance by the parties with any term or provision of the Escrow Agreement.

(b) New Escrow Agent. If the Escrow Agent shall decline or cease to act as escrow agent, the parties shall mutually agree upon a successor which successor shall be deemed to be the Escrow Agent for all purposes of this Escrow Agreement. If a successor Escrow Agent has not been appointed and has not accepted such appointment by the end of the 30-day period commencing upon the cessation to act of the Escrow Agent, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent, and the costs, expenses and reasonable attorneys' fees which the Escrow Agent incurs in connection with such a proceeding shall be paid, as provided in Section 6(a) hereof.

7. Reimbursement of the Escrow Agent. The fees of the Escrow Agent shall be divided equally between Seller and Buyer.

8. Miscellaneous.

(a) Notices. All notices, demands, or other communications to be given or delivered under or by reason of the provisions of the Escrow Agreement will be in writing and will be deemed to have been given (i) three days after the date of mailing by registered or

67

certified mail, return receipt requested, or (ii) when personally delivered (including by Federal Express or other courier service). Notices, demands and communications to the Company, Seller and the Escrow Agent will, unless another address is specified in writing, be sent to the address set forth on the Notices Schedule attached hereto.

(b) Governing Law. The internal law, and not the law of conflicts, of the State of Delaware shall govern all questions concerning the construction, validity and interpretation of this Escrow Agreement, and performance of the obligations imposed by this Escrow Agreement.

(c) Tax Identification Numbers. Seller represents and warrants that the EIN set forth immediately below its name on the Notices schedule is its accurate Taxpayer Identification Number. Buyer represents and warrants that the

EIN set forth immediately below its name on the Notices schedule is its accurate Taxpayer Identification Number.

(d) Counterparts. This Escrow Agreement may be executed on two or more separate counterparts, each of which will be an original and all of which taken together will constitute one and the same agreement.

(e) Successors and Assigns. This Escrow Agreement shall not be assigned by any party and shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) Specific Performance. The obligations of the parties hereto (including the Escrow Agent) are unique in that time is of the essence, and any delay in performance hereunder by any party will result in irreparable harm to the other parties hereto. Accordingly, any party may seek specific performance and/or injunctive relief before any court of competent jurisdiction in order to enforce this Escrow Agreement or to prevent violations of the provisions hereof, and no party shall object to specific performance or injunctive relief as an equitable remedy. The Escrow Agent acknowledges that its obligations, as well as the obligations of Buyer hereunder, are subject to the equitable remedy of specific performance and/or injunctive relief.

(g) Amendment, Waiver, etc. This Escrow Agreement shall not be amended, modified, altered or revoked without the prior written consent of the parties, provided that no amendment or modification will be made to Sections 6 or 7 hereof without the written consent of the Escrow Agent.

(h) Headings. Section headings used herein are for convenience of reference only and shall not be deemed to constitute a part of this Escrow Agreement for any other purpose, or to limit, characterize or in any way affect any provision of this Escrow Agreement, and all provisions of this Escrow Agreement will be enforced as if such headings had not been included herein.

(i) No Strict Construction. The parties hereto, other than the Escrow Agent, hereby expressly acknowledge and agree that the language of this Escrow Agreement constitutes the mutual intention and understanding of the parties, and that each party hereto has been

represented by competent counsel in connection herewith. Accordingly, each party hereto, other than the Escrow Agent, hereby waives any doctrine of strict construction with respect to the interpretation hereof or the resolution of any ambiguities herein, and none of the foregoing shall be resolved against any party as a result of any such doctrine.

(j) Complete Agreement. This Escrow Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof, and amends and supersedes any prior understandings and agreements with respect thereto.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement on the date first written above.

COMPUPAY, INC.

By: -----
Charles W. Lathrop, Jr.
Its President

TEAMSTAFF, INC.

By: -----
T. Kent Smith.
Its President

COLE TAYLOR BANK

By: -----
Ann Longino
Its Vice President

Annex A
Certificate

I, Charles W. Lathrop, Jr., hereby certify that I am the duly elected President of CompuPay, Inc. ("Buyer") and that this Certificate is being issued pursuant to Section 2(b)(x) of an Escrow Agreement among Buyer, TeamStaff, Inc. and Cole Taylor Bank (the "Escrow Agent"). Pursuant to the Escrow Agreement, the Escrow Agent is authorized to transfer to _____*_____ the sum of \$_____ in accordance with the terms of the Escrow Agreement. Such sum shall be sent to _____*_____ at the address described in the Notices Schedule.

Dated:

CompuPay, Inc.

By

* Insert "Buyer" or "Seller" as appropriate.

71

Notices Schedule

T. Kent Smith TeamStaff, Inc.
1545 Peachtree Street, NE
Suite 340
Atlanta, Georgia 30309
Phone:
Fax:
EIN: 22-1899798

CompuPay, Inc.
3450 Lakeside Drive
Suite 400
Miramar, FL 33027
Attention: Charles W. Lathrop, Jr., President
and Chief Executive Officer
Phone: 800-362-9519, ext 7701
Fax.: 954-874-0599
EIN: 59-2022495

Cole Taylor Bank
Attn: Ann Longino, Corporate Trust Services
111 West Washington, Suite 650
Chicago, IL 60602
Phone: 312-960-5375
Fax: 312-960-5396

72

SCHEDULES

Accounts	(ss.4.09)
Customer	(ss. 4.08)
Excluded Assets	(ss. 2.01)
Equipment and Fixed Assets	(ss.ss. 2.01, 4.10, 4.11 and 4.12)
Financial Information	(ss. 4.07)
Intellectual Property	(ss.ss. 2.01, 4.13)
General Contracts	(ss.ss. 2.01, 4.06)
Insurance	(ss. 4.15)
Leased Property	(ss.ss. 2.01, 4.07)
Scheduled Employees	(ss. 4.18)
Authorization	(ss.ss. 3.01, 4.05)
Related Party Transactions	(ss. 4.21)
Governmental Consents	(ss. 5.04)
Licenses	(ss. 4.14)

Accounts Schedule

Section 4.09

DSI PAYROLL SERVICES
- - - - A DIVISION OF TEAMSTAFF INC.

[] PRICE QUOTATION _____ [] SALES ORDER _____
DATE DATE

COMPANY INFORMATION:
- - - - -

Company Name: _____

Street: _____

City, State & Zip: _____

Contract Name: _____

Phone #: _____

Fax #: _____

Delivery Address (if different): _____

Delivery Phone # (if different): _____

Other DSI Payroll Codes: _____

=====

A. PROCESSING RATES:

	BASE ----- Per Run Processed	ITEM ----- Per Item Processed
Standard Base Charge	\$	
Multiple Code Base Discount	(\$)	
Base Charge	\$	
Remote Processing Charge	\$	\$
Check Processing Charge		\$
Check Printing Charge		\$
Charge per Worksheet Entry		\$
Check Handling Charge (sign, fold, stuff)	\$	\$
Direct Deposit	\$	
Bank Reconciliation Report	\$	
TOTAL Processing Charges	\$ =====	\$ =====
New Employee Hire Charge	\$	per New Hire

=====

Client Approval _____ Date: _____

B. REPORT CHARGES:

REPORT -----	FREQUENCY -----	SET-UP -----	BASE -----	ITEM -----
Union Benefit Reports	Weekly	\$	\$	\$
	Monthly	\$	\$	\$
Local #3 (J.I.B.) Report	Weekly	\$	\$	\$
Certified (WH-347)	Weekly	\$	\$	\$
Certified (Special)	Weekly	\$	\$	\$
EEO Report	Weekly	\$	\$	\$
	Monthly	\$	\$	\$
Job Costing	Weekly	\$	\$	\$
	Monthly	\$	\$	\$
Work-In-Process (WIP)	Weekly	\$	\$	\$
	Monthly	\$	\$	\$
Report Writer	#	\$	\$	\$
	#	\$	\$	\$
New Hire Report	Weekly	\$	\$	\$

TOTAL Report Charges	Weekly	\$	\$	\$
		=====	=====	=====
	Monthly	\$	\$	\$
		=====	=====	=====

=====

C. QUARTERLY AND YEAR-END CHARGES:

W-2's (#_____)	\$	Base +	\$	(per W-2)
	-----		-----	
Quarterly Ledger Cards	\$	Base +	\$	(per Card)
	-----		-----	
Magnetic Media Tape	\$	Federal		

	\$	Per State		

Tax Filing Service	\$	Per Processing*		

*Fees billed directly by tax service vendor

=====

D. ONE-TIME CONVERSION CHARGE:

Set-up Charge (_____ Employee Records @ \$ _____)	\$

Back Tax Set-up (_____ Employee Records @ \$ _____)	\$

Remote PC Set-up	\$

Direct Deposit Set-up (Bank may also charge a fee)	\$

Check Signing Set-up	\$

Tax Filing Service Set-up	\$

=====

DSi Acct. Mgr. _____ Date: _____

E. PICK UP AND DELIVERY:

Pick Up Charge (per pick up)	\$

Delivery Charge (per delivery)	\$

=====

F. ESTIMATED CHARGES:

Base Charge (From A)	\$

Each Pay Processed (From A) _____ @ \$ _____ each	\$

Report Charges (_____ Reports Weekly Base)	\$

(_____ Items \$ _____ per item Weekly)	\$

Delivery and/or Pick-Up Charges	\$

Other Charges _____	\$

Other Charges _____	\$

Processing Charge per Payroll	\$

Total Monthly Charges	\$

Processing Charges X _____ Payrolls per Year	\$

Monthly Charges X 12	\$

Estimated Quarterly and Year-End Charges	\$

AMAND	Fax In	WEEKLY	Y	N	N
AMAST	Fax In	WEEKLY	Y	N	Y
AMCEL	Fax In	WEEKLY	N	N	N
AMKAY	Web Remote	WEEKLY	Y	N	Y
AMMAS	Web Remote	WEEKLY	Y	N	Y
AMORU	Fax In	WEEKLY	Y	N	N
AMT03	Fax	WEEKLY	N	N	N
ANCCN	Fax In	WEEKLY	N	N	N
ANDEL	Web Remote	WEEKLY	Y	Y	Y
ANGEL	Fax In	WEEKLY	Y	N	N
APACO	Fax In	WEEKLY	N	N	N
APCLA	Call In	SEMI-MONTHLY	Y	N	Y
APPEL	Fax In	WEEKLY	Y	N	N
APPJU	Call In	SEMI-MONTHLY	Y	N	Y
APPLL	Web Remote	WEEKLY	Y	N	N
AQUCO	Fax In	WEEKLY	Y	N	N
ARARC	Fax In	WEEKLY	N	N	N
ARARI	Fax In	WEEKLY	N	Y	N
ARASC	Fax In	WEEKLY	N	N	N
ARCHE	Fax In	WEEKLY	N	N	N
ARDIA	Fax In	WEEKLY	Y	Y	N
AREXC	Call In	WEEKLY	Y	N	N
ARFOU	Web Remote	BI-WEEKLY	Y	N	N
ARISM	Web Remote	WEEKLY	Y	N	Y
ARSIM	Web Remote	WEEKLY	Y	Y	Y
ARTEL	Web Remote	WEEKLY	N	N	N
ARTIC	Web Remote	WEEKLY	Y	N	N
ASDOJ	Call In	SEMI-MONTHLY	Y	Y	N
ASDOY	Call In	SEMI-MONTHLY	Y	Y	N
ASELC	Call In	WEEKLY	Y	Y	Y
ASKCO	Fax In	WEEKLY	Y	N	N
ASPLA	Call In	WEEKLY	Y	Y	Y
ASR03	Call In	WEEKLY	Y	Y	N
ASR25	Fax In	WEEKLY	Y	N	N
ATCOC	Web Remote	WEEKLY	Y	N	Y
ATEQR	Web Remote	WEEKLY	Y	Y	Y
ATHLE	Web Remote	WEEKLY	Y	N	N
ATJEL	Web Remote	WEEKLY	Y	Y	Y
ATLIN	Web Remote	WEEKLY	Y	Y	N
ATLLI	Web Remote	WEEKLY	Y	Y	N
ATOCO	Fax In	WEEKLY	N	N	N
AUREL	Fax In	WEEKLY	Y	N	N
AVALA	Pick Up	WEEKLY	Y	N	N
AVDCO	Fax In	WEEKLY	Y	N	N
AXOEL	Fax In	WEEKLY	N	N	N
BACEL	Call In	WEEKLY	Y	N	N
BACON	Web Remote	WEEKLY	Y	N	N
BALLT	Call In	WEEKLY	Y	Y	N
BALON	Fax In	WEEKLY	N	N	N
BARAS	Call In	SEMI-MONTHLY	Y	N	N
BARBA	Call In	WEEKLY	N	N	N
BAREL	Fax In	WEEKLY	Y	N	N
BARRY	Call In	BI-WEEKLY	Y	Y	N
BARTH	Web Remote	WEEKLY	Y	N	N
BASSP	Web Remote	WEEKLY	Y	N	Y
BBGAR	Fax	MONTHLY	N	N	Y
BDREA	Fax In	BI-WEEKLY	Y	N	N
BEAVR	Web Remote	WEEKLY	N	Y	N
BEDCC	Call In	WEEKLY	Y	Y	Y
BEDCO	Fax In	WEEKLY	N	N	N
BEERS	Fax In	WEEKLY	N	N	N
BEGAT	Fax In	WEEKLY	N	N	N
BELWA	Fax In	WEEKLY	Y	N	N
BENCH	Call In	BI-WEEKLY	Y	N	N
BEULA	Call In	WEEKLY	N	N	N
BEYON	Fax In	WEEKLY	Y	N	N
BGELC	Web Remote	WEEKLY	N	Y	N
BGELI	Web Remote	WEEKLY	N	Y	N
BGLI2	Web Remote	WEEKLY	N	Y	N
BGORG	Web Remote	WEEKLY	N	Y	N
BGRES	Web Remote	WEEKLY	Y	N	Y
BIGMA	Fax In	WEEKLY	Y	N	N
BLAIN	Web Remote	WEEKLY	N	N	N
BLTEL	Call In	WEEKLY	Y	Y	Y
BMSEL	Fax In	WEEKLY	Y	N	N
BNVCO	Call In	BI-WEEKLY	Y	N	Y
BNVIN	Call In	WEEKLY	Y	N	Y
BOBCT	Web Remote	BI-WEEKLY	Y	Y	Y
BOBFL	Web Remote	BI-WEEKLY	Y	Y	Y
BOREN	Call In	WEEKLY	Y	N	N
BOROI	Fax In	WEEKLY	Y	Y	Y
BR140	Fax In	WEEKLY	Y	Y	N
BRAST	Call In	WEEKLY	Y	N	N
BREEZ	Fax In	WEEKLY	Y	N	N
BREGO	Web Remote	WEEKLY	Y	Y	N
BRENA	Fax In	WEEKLY	Y	N	N
BRENC	Web Remote	BI-WEEKLY	Y	N	Y
BRIAN	Web Remote	WEEKLY	Y	Y	N
BRIDX	Web Remote	WEEKLY	Y	Y	Y
BRIGI	Call In	WEEKLY	N	N	N
BRIPA	Web Remote	WEEKLY	Y	Y	N
BRITR	Web Remote	WEEKLY	Y	Y	N
BROCO	Fax In	WEEKLY	Y	N	N
BRORD	Fax In	BI-WEEKLY	Y	N	N
BRRCO	Web Remote	WEEKLY	Y	N	N
BRUCE	Pick Up	WEEKLY	Y	Y	N
BSCON	Web Remote	WEEKLY	Y	N	N
BUIEX	Call In	SEMI-MONTHLY	Y	N	N
BUILD	Web Remote	WEEKLY	Y	N	N
BUIMR	Fax In	WEEKLY	Y	N	Y
BULLD	Fax In	WEEKLY	N	N	N
BURT2	Fax In	WEEKLY	N	N	N
BURTI	Fax In	WEEKLY	N	N	N
C6070	Call In	WEEKLY	Y	N	Y
CAHCO	Call In	WEEKLY	Y	N	N
CALAS	Fax In	WEEKLY	N	N	N
CALEC	Fax In	WEEKLY	Y	N	N
CALGI	Fax In	WEEKLY	N	N	N
CALLE	Call In	WEEKLY	Y	N	N
CALVM	Remote	WEEKLY	Y	N	N
CAMCO	Fax In	BI-WEEKLY	Y	Y	Y
CAMPU	Fax In	WEEKLY	Y	N	Y
CANDO	Web Remote	WEEKLY	Y	Y	Y
CANEL	Fax In	WEEKLY	N	N	Y
CAPSY	Web Remote	WEEKLY	N	Y	N
CARAB	Web Remote	WEEKLY	Y	N	Y
CAREL	Call In	WEEKLY	Y	N	N
CARLE	Fax In	WEEKLY	Y	N	N
CAROC	Fax In	WEEKLY	N	N	Y
CARSH	Call In	WEEKLY	Y	Y	Y
CARSU	Fax In	WEEKLY	N	N	N
CAUSE	Web Remote	WEEKLY	Y	N	Y

CBROS	Call In	WEEKLY	Y	Y	Y
CCCAR	Fax In	WEEKLY	Y	Y	N
CCCOR	Fax In	WEEKLY	Y	N	N
CCNJI	Web Remote	WEEKLY	Y	Y	N
CDCVS	Web Remote	MONTHLY	Y	Y	N
CDRYW	Web Remote	WEEKLY	Y	N	Y
CENEX	Fax In	MONTHLY	Y	N	N
CENJW	Web Remote	WEEKLY	Y	Y	N
CENPA	Web Remote	WEEKLY	Y	Y	Y
CENTE	Web Remote	WEEKLY	Y	Y	N
CERFC	Fax In	WEEKLY	N	N	N
CFIRE	Fax In	MONTHLY	Y	Y	Y
CHATS	Call In	WEEKLY	Y	N	N
CHLEQ	Web Remote	WEEKLY	Y	Y	Y
CHUNG	Web Remote	WEEKLY	Y	N	Y
CIA02	Fax In	WEEKLY	Y	N	N
CIASS	Fax In	WEEKLY	Y	N	N
CIOIN	Web Remote	WEEKLY	Y	N	Y
CIREG	Web Remote	WEEKLY	Y	N	N
CIRUS	Fax In	WEEKLY	Y	N	N
CITYW	Web Remote	WEEKLY	Y	N	Y
CIVCO	Web Remote	WEEKLY	N	N	N
CIVET	Web Remote	WEEKLY	N	N	N
CIVJV	Web Remote	WEEKLY	Y	Y	N
CIWID	Web Remote	WEEKLY	Y	N	Y
CKFOC	Web Remote	WEEKLY	Y	N	Y
CLASY	Fax In	WEEKLY	Y	Y	N
CLAYF	Fax In	BI-WEEKLY	Y	Y	N
CLCON	Fax In	WEEKLY	Y	Y	N
CLEAN	Web Remote	WEEKLY	Y	Y	Y
CLEBR	Fax In	WEEKLY	Y	Y	N
CLIUN	Web Remote	WEEKLY	N	N	N
CMECO	Fax In	WEEKLY	Y	N	N
CMICO	Web Remote	WEEKLY	Y	N	N
CMPCO	Call In	WEEKLY	N	N	N
CMSSI	Fax In	WEEKLY	Y	N	N
CNCOO	Fax In	WEEKLY	Y	N	N
CNMAN	Web Remote	WEEKLY	Y	N	Y
CNVBR	Web Remote	WEEKLY	N	N	Y
COELC	Web Remote	WEEKLY	N	N	Y
COLIN	Call In	WEEKLY	N	N	N
COLLC	Web Remote	WEEKLY	Y	Y	Y
COMPR	Web Remote	WEEKLY	Y	Y	Y
CONCO	Fax In	WEEKLY	Y	N	N
CONE3	Fax In	WEEKLY	N	N	N
CONFJ	Web Remote	WEEKLY	Y	Y	N
CONIN	Fax In	WEEKLY	Y	N	Y
CONLC	Fax In	WEEKLY	Y	N	Y
CONPR	Fax In	WEEKLY	N	N	N
CONSE	Web Remote	WEEKLY	Y	N	N
CONTI	Fax In	WEEKLY	N	N	N
COREP	Fax In	BI-WEEKLY	N	N	N
CORNR	Fax In	WEEKLY	Y	N	N
CPART	Web Remote	WEEKLY	Y	Y	N
CPEGI	Fax In	WEEKLY	Y	N	N
CPMBU	Web Remote	WEEKLY	Y	Y	Y
CRANB	Call In	WEEKLY	Y	Y	Y
CRCCI	Fax In	WEEKLY	Y	N	N
CREDR	Call In	WEEKLY	Y	N	Y
CRLLC	Web Remote	WEEKLY	Y	N	N
CROPS	Call In	WEEKLY	Y	N	Y
CTCII	Web Remote	WEEKLY	Y	Y	Y
CUTTE	Fax In	BI-WEEKLY	Y	N	N
DAIDI	Web Remote	WEEKLY	Y	N	Y
DAIDO	Fax In	WEEKLY	Y	Y	N
DANCO	Fax In	WEEKLY	Y	Y	N
DANIE	Web Remote	WEEKLY	N	N	N
DARCO	Web Remote	WEEKLY	Y	N	Y
DAURI	Web Remote	WEEKLY	N	N	N
DAVID	Fax In	WEEKLY	N	N	N
DCLLC	Fax In	WEEKLY	Y	N	N
DDELE	Fax In	WEEKLY	Y	N	N
DDLEN	Fax In	WEEKLY	Y	N	N
DEAEL	Call In	WEEKLY	N	N	N
DEAL2	Call In	WEEKLY	N	N	N
DEAL3	Call In	WEEKLY	N	N	N
DEALP	Pick Up	WEEKLY	N	N	N
DEBCO	Web Remote	WEEKLY	Y	N	N
DELMA	Web Remote	WEEKLY	N	N	N
DELPH	Fax In	WEEKLY	N	N	N
DELUX	Fax In	WEEKLY	N	N	N
DENEL	Web Remote	WEEKLY	Y	Y	Y
DEPOT	Web Remote	WEEKLY	Y	Y	N
DESWE	Call In	BI-WEEKLY	Y	N	Y
DEWCC	Web Remote	WEEKLY	N	N	N
DIAIN	Web Remote	WEEKLY	Y	N	N
DIERK	Fax In	WEEKLY	N	N	N
DIFAM	Remote	WEEKLY	N	Y	N
DIFER	Call In	BI-WEEKLY	Y	N	N
DIGPI	Call In	WEEKLY	Y	N	N
DIMDY	Web Remote	WEEKLY	Y	N	N
DINOR	Fax In	WEEKLY	N	N	N
DJCOS	Web Remote	WEEKLY	Y	Y	Y
DJMEC	Web Remote	WEEKLY	Y	Y	Y
DKCON	Fax In	WEEKLY	Y	N	N
DKWAR	Fax In	WEEKLY	Y	N	N
DLB02	Web Remote	WEEKLY	N	N	Y
DLOFT	Call In	WEEKLY	Y	Y	Y
DMELE	Web Remote	WEEKLY	Y	N	N
DMGMT	Fax In	WEEKLY	Y	N	N
DNCON	Fax In	WEEKLY	N	N	N
DOBCO	Web Remote	WEEKLY	N	N	Y
DOCED	Call In	BI-WEEKLY	N	N	N
DORIA	Fax In	WEEKLY	N	N	Y
DPFIN	Call In	MONTHLY	Y	N	N
DRCAL	Call In	BI-WEEKLY	Y	N	N
DRGMS	Call In	BI-WEEKLY	Y	Y	N
DRUCK	Web Remote	BI-WEEKLY	Y	N	Y
DSABA	Web Remote	WEEKLY	Y	N	N
DUNSK	Call In	WEEKLY	Y	N	N
DVS02	Pick Up	BI-WEEKLY	Y	N	N
DVS03	Pick Up	BI-WEEKLY	Y	N	N
DVS04	Pick Up	BI-WEEKLY	Y	N	N
DVS05	Pick Up	BI-WEEKLY	Y	N	N
DVS07	Pick up	BI-WEEKLY	Y	N	N
DVS10	Pick Up	BI-WEEKLY	Y	N	N
DVS11	Pick up	BI-WEEKLY	Y	N	N
DVS12	Pick up	BI-WEEKLY	Y	N	N
DYNPR	Fax In	WEEKLY	N	N	N
EACOA	Fax In	WEEKLY	Y	N	Y
EARCO	Web Remote	WEEKLY	Y	N	Y
EATEC	Web Remote	WEEKLY	Y	Y	Y

EATEL	Fax In	WEEKLY	Y	N	N
ECHAZ	Fax In	WEEKLY	Y	N	Y
EDIEQ	Web Remote	WEEKLY	Y	Y	N
EELEC	Web Remote	WEEKLY	Y	N	N
EGGEL	Web Remote	WEEKLY	Y	Y	N
EICAS	Web Remote	WEEKLY			N
ELDER	Fax In	WEEKLY	Y	N	N
ELIND	Pick Up	WEEKLY	N	Y	N
ELSOL	Web Remote	WEEKLY	N	Y	N
ELTIN	Web Remote	WEEKLY	Y	Y	Y
EMCIW	Web Remote	WEEKLY	Y	N	N
EMMYI	Web Remote	WEEKLY	N	N	Y
EMPCO	Web Remote	WEEKLY	Y	Y	Y
EMPIL	Call In	WEEKLY	N	N	N
EMPIR	Pick Up	WEEKLY	Y	N	N
ENDEY	Fax In	WEEKLY	N	N	N
ENGPA	Web Remote	WEEKLY	Y	N	N
ENLEA	Web Remote	WEEKLY	Y	N	N
ENVOY	Fax In	BI-WEEKLY	Y	N	N
EQUIP	Fax In	WEEKLY	Y	N	N
EQUOF	Fax In	WEEKLY	Y	N	N
ERRIC	Web Remote	WEEKLY	Y	Y	Y
EUROP	Call In	WEEKLY	Y	N	Y
EVERE	Fax In	WEEKLY	N	N	N
EVERP	Web Remote	BI-WEEKLY	Y	Y	Y
EVERU	Web Remote	WEEKLY	Y	Y	Y
EWG01	Pick Up	WEEKLY	Y	N	N
EWG02	Pick Up	WEEKLY	Y	N	N
EWG04	Pick Up	WEEKLY	Y	N	N
EWG05	Pick Up	WEEKLY	Y	N	N
EWG06	Pick Up	WEEKLY	Y	N	N
EWG07	Pick Up	WEEKLY	Y	N	N
EWG08	Pick Up	WEEKLY	Y	N	N
EWG09	Pick Up	WEEKLY	Y	N	N
EWG10	Pick Up	WEEKLY	Y	N	N
EXREL	Fax In	WEEKLY	Y	N	Y
EYENJ	Call In	WEEKLY	Y	N	Y
EYEST	Call In	WEEKLY	Y	N	Y
EZEEO	Web Remote	WEEKLY	Y	N	Y
FARHE	Call In	WEEKLY	Y	Y	Y
FECON	Web Remote	WEEKLY	Y	Y	Y
FERCC	Web Remote	WEEKLY	Y	Y	Y
FERMA	Web Remote	WEEKLY	Y	Y	Y
FIRCO	Fax In	WEEKLY	Y	N	Y
FIVCG	Call In	WEEKLY	N	N	N
FIVES	Web Remote	WEEKLY	N	N	N
FJSSE	Web Remote	WEEKLY	Y	N	Y
FLEDE	Call In	WEEKLY	N	N	Y
FLEEL	Fax In	WEEKLY	N	N	N
FMCEL	Fax In	WEEKLY	Y	Y	N
FORSA	Web Remote	WEEKLY	Y	N	N
FOUCO	Web Remote	WEEKLY	Y	Y	N
FRANC	Web Remote	WEEKLY	Y	Y	N
FRATC	Web Remote	WEEKLY	Y	N	Y
FRATE	Web Remote	WEEKLY	Y	N	Y
FREDG	Web Remote	WEEKLY	N	Y	N
FRI07	Web Remote	WEEKLY	Y	Y	N
FRI11	Web Remote	WEEKLY	Y	Y	N
FRI92	Web Remote	WEEKLY	Y	Y	N
FRITC	Web Remote	WEEKLY	Y	Y	N
GABST	Web Remote	WEEKLY	Y	N	N
GALCI	Call In	BI-WEEKLY	Y	N	N
GALEL	Web Remote	WEEKLY	Y	Y	Y
GARCC	Web Remote	WEEKLY	N	N	N
GARFA	Web Remote	WEEKLY	Y	N	N
GARGU	Web Remote	WEEKLY	N	N	N
GARNU	Web Remote	WEEKLY	Y	N	Y
GARRS	Web Remote	WEEKLY	Y	N	Y
GARTE	Web Remote	WEEKLY	Y	N	Y
GATEI	Fax In	WEEKLY	N	N	N
GATEW	Fax In	WEEKLY	Y	Y	N
GBIIN	Web Remote	WEEKLY	Y	N	Y
GBSOU	Web Remote	WEEKLY	Y	Y	Y
GCDMW	Fax In	WEEKLY	Y	N	N
GCOMM	Call In	MONTHLY	Y	N	N
GDCON	Fax In	WEEKLY	Y	N	Y
GECON	Web Remote	WEEKLY	Y	N	N
GEGEL	Web Remote	WEEKLY	Y	Y	Y
GEMFI	Fax In	BI-WEEKLY	Y	N	N
GENPL	Call In	WEEKLY	N	N	Y
GESTF	Fax In	WEEKLY	Y	N	N
GFAST	Fax In	WEEKLY	N	N	N
GIBCO	Web Remote	WEEKLY	Y	N	N
GIPSY	Web Remote	WEEKLY	Y	Y	Y
GLEND	Call In	WEEKLY	N	N	N
GMAEL	Web Remote	WEEKLY	N	Y	N
GOLDI	Call In	WEEKLY	N	N	N
GOTHM	Web Remote	WEEKLY	Y	N	Y
GOTLI	Fax In	WEEKLY	N	N	N
GOTTE	Fax In	WEEKLY	Y	N	N
GRAEL	Web Remote	WEEKLY	N	N	N
GRAIN	Pick Up	WEEKLY	Y	N	N
GRAMC	Fax In	WEEKLY	N	N	N
GRARD	Fax In	WEEKLY	N	N	N
GREEN	Fax In	WEEKLY	N	Y	N
GREJA	Web Remote	BI-WEEKLY	Y	Y	Y
GRENA	Fax In	WEEKLY	Y	N	N
GRESO	Web Remote	WEEKLY	Y	N	Y
GTLCO	Web Remote	WEEKLY	Y	Y	N
GUMMS	Call In	BI-WEEKLY	Y	Y	N
H1140	Call In	WEEKLY	Y	N	N
H1470	Call In	WEEKLY	Y	Y	N
H1478	Call In	WEEKLY	Y	Y	N
H1640	Fax In	WEEKLY	N	N	N
H2265	Call In	WEEKLY	Y	Y	N
H2266	Fax In	WEEKLY	Y	N	N
H2267	Fax In	WEEKLY	Y	N	N
H2632	Call In	WEEKLY	N	N	N
H4310	Fax In	WEEKLY	N	N	N
HAFCO	Fax In	WEEKLY	Y	N	N
HAHRC	Call In	WEEKLY	Y	Y	Y
HAMAU	Call In	WEEKLY	Y	N	Y
HARAE	Web Remote	WEEKLY	N	N	Y
HAREL	Fax In	WEEKLY	N	N	N
HARLE	Fax In	WEEKLY	N	N	N
HARPA	Web Remote	WEEKLY	Y	N	Y
HEACO	Web Remote	WEEKLY	Y	N	N
HEAVY	Fax In	WEEKLY	Y	N	N
HENCO	Web Remote	WEEKLY	Y	N	N
HGINC	Fax In	WEEKLY	Y	Y	N
HMMAS	Pick Up	WEEKLY	Y	N	N
HIGTE	Fax In	WEEKLY	Y	N	N

HILTN	Call In	MONTHLY	Y	N	Y
HLELE	Web Remote	WEEKLY	Y	N	N
HLENJ	Web Remote	WEEKLY	Y	Y	N
HOMES	Call In	BI-WEEKLY	Y	N	N
HOOKR	Fax In	WEEKLY	N	N	N
HORZN	Web Remote	BI-WEEKLY	N	N	N
HPDES	Fax In	WEEKLY	Y	N	N
HUBIC	Fax In	WEEKLY	Y	N	Y
HUELE	Fax In	WEEKLY	N	N	N
HUTCH	Fax In	WEEKLY	Y	N	N
HYPOL	Call In	WEEKLY	N	N	N
HYUND	Call In	MONTHLY	Y	Y	N
IANCO	Fax In	WEEKLY	Y	Y	N
ICONE	Web Remote	WEEKLY	Y	Y	Y
IDEAL	Web Remote	WEEKLY	Y	Y	Y
IMDEV	Fax In	WEEKLY	Y	N	N
IMPPL	Call In	WEEKLY	Y	N	Y
INCAP	Web Remote	WEEKLY	Y	N	Y
INCHE	Web Remote	WEEKLY	Y	N	Y
INCOE	Web Remote	WEEKLY	Y	Y	N
INCON	Web Remote	WEEKLY	Y	Y	Y
INDES	Web Remote	WEEKLY	Y	N	N
INNER	Web Remote	WEEKLY	N	N	N
INPLA	Web Remote	WEEKLY	Y	N	Y
INPOO	Web Remote	WEEKLY	Y	N	Y
INTAL	Fax In	WEEKLY	Y	N	N
INTEG	Remote	WEEKLY	Y	N	N
IROIR	Fax In	WEEKLY	Y	N	Y
IRONE	Web Remote	WEEKLY	Y	N	Y
IRONM	Web Remote	WEEKLY	Y	N	Y
ISCHC	Call In	WEEKLY	Y	N	Y
ISSPA	Call In	WEEKLY	Y	N	N
ISTAP	Call In	WEEKLY	Y	N	N
JACBS	Fax In	WEEKLY	Y	N	Y
JACKS	Fax In	WEEKLY	N	N	N
JACME	Web Remote	BI-WEEKLY	Y	N	Y
JACON	Web Remote	WEEKLY	N	N	Y
JADET	Fax In	WEEKLY	Y	N	Y
JAFEQ	Call In	WEEKLY	Y	N	N
JAHA2	Fax In	BI-WEEKLY	Y	N	Y
JAMS2	Web Remote	WEEKLY	Y	N	N
JBCOR	Web Remote	WEEKLY	N	N	N
JBINC	Web Remote	WEEKLY	Y	N	Y
JBING	Call In	WEEKLY	N	N	N
JBROS	Fax In	WEEKLY	N	N	N
JDCON	Fax In	WEEKLY	Y	N	N
JEIND	Fax In	WEEKLY	Y	N	Y
JELBP	Call In	WEEKLY	Y	N	N
JFMAN	Fax In	WEEKLY	Y	N	N
JFMFL	Fax In	WEEKLY	Y	Y	N
JGELE	Web Remote	WEEKLY	Y	N	N
JHECO	Call In	WEEKLY	N	N	N
JJCCC	Fax In	WEEKLY	N	N	N
JJROS	Web Remote	WEEKLY	N	N	N
JLEFP	Web Remote	WEEKLY	Y	N	Y
JLEIN	Web Remote	WEEKLY	Y	N	Y
JLEN1	Web Remote	WEEKLY	Y	N	Y
JLTEQ	Web Remote	WEEKLY	N	N	N
JMELE	Web Remote	WEEKLY	Y	N	N
JNTLE	Fax	WEEKLY	N	N	N
JOHNC	Web Remote	WEEKLY	Y	N	Y
JOHNM	Web Remote	WEEKLY	Y	N	Y
JOMED	Fax In	WEEKLY	Y	N	N
JOMEL	Web Remote	WEEKLY	Y	N	Y
JRDEL	Fax In	WEEKLY	Y	Y	N
JRREY	Fax In	WEEKLY	N	N	N
JRWAS	Web Remote	WEEKLY	N	N	N
JSTAR	Fax In	WEEKLY	Y	Y	Y
JSTR2	Fax In	WEEKLY	Y	Y	Y
JTHWC	Fax In	WEEKLY	Y	N	N
JUNPI	Call In	WEEKLY	Y	N	N
JUSEL	Web Remote	WEEKLY	Y	Y	N
KAFKA	Fax In	WEEKLY	Y	Y	N
KATCO	Remote	WEEKLY	N	Y	N
KCI02	Web Remote	WEEKLY	Y	N	N
KCI03	Web Remote	WEEKLY	Y	N	N
KECON	Web Remote	WEEKLY	Y	N	Y
KEMSC	Fax In	WEEKLY	Y	N	N
KENMA	Fax In	WEEKLY	N	N	N
KEYEN	Call In	WEEKLY	Y	N	Y
KIDDI	Fax In	BI-WEEKLY	Y	N	N
KINEL	Web Remote	WEEKLY	N	N	N
KINGC	Fax In	WEEKLY	Y	N	Y
KISOF	Web Remote	MONTHLY	Y	Y	N
KLEAR	Call In	WEEKLY	N	N	N
KLEEL	Fax In	WEEKLY	N	N	N
KMELE	Fax In	WEEKLY	N	N	Y
KNIMA	Pick Up	WEEKLY	Y	Y	N
KNIOF	Pick Up	WEEKLY	Y	Y	N
KOCCO	Fax In	WEEKLY	N	N	N
KRELE	Call In	WEEKLY	N	N	N
KRFSD	Fax In	WEEKLY	N	N	Y
KRSWI	Fax In	WEEKLY	N	N	N
KRYTN	Web Remote	BI-WEEKLY	Y	Y	Y
KTCCO	Call In	WEEKLY	Y	N	Y
LABCO	Fax In	WEEKLY	N	Y	N
LADIS	Fax In	BI-WEEKLY	Y	N	Y
LADPP	Fax In	BI-WEEKLY	Y	N	Y
LAGR2	Fax In	WEEKLY	N	N	N
LALLC	Fax In	WEEKLY	Y	N	N
LAMPP	Fax In	WEEKLY	Y	N	Y
LANCO	Fax In	WEEKLY	Y	N	N
LANEL	Fax In	WEEKLY	Y	N	N
LAPOM	Fax In	WEEKLY	Y	Y	Y
LAQGR	Fax In	WEEKLY	N	N	N
LAQIC	Fax In	WEEKLY	N	N	N
LASPE	Fax In	WEEKLY	N	N	N
LATCO	Fax In	WEEKLY	Y	N	Y
LAWNR	Pick Up	WEEKLY	Y	N	N
LAWSC	Fax In	WEEKLY	Y	Y	N
LAZYB	Call In	BI-WEEKLY	N	N	N
LBELE	Fax In	WEEKLY	N	Y	N
LBIIN	Fax In	WEEKLY	Y	N	Y
LE342	Call In	WEEKLY	Y	N	N
LEG03	Web Remote	WEEKLY	Y	N	N
LEGEN	Web Remote	WEEKLY	Y	Y	N
LEHRC	Remote	WEEKLY	Y	Y	N
LEMCO	Fax In	WEEKLY	Y	Y	N
LEMIC	Fax In	WEEKLY	Y	Y	N
LEVES	Fax In	WEEKLY	N	N	N
LEVIN	Remote	WEEKLY	N	N	N
LGCOI	Web Remote	WEEKLY	Y	Y	Y

LIAMC	Fax In	WEEKLY	Y	N	N
LIBCO	Web Remote	WEEKLY	N	N	N
LIBIN	Remote	WEEKLY	Y	N	N
LIBLC	Web Remote	WEEKLY	N	N	N
LIC25	Web Remote	WEEKLY	Y	N	N
LICCP	Fax In	WEEKLY	Y	N	Y
LICEL	Web Remote	WEEKLY	Y	N	N
LINAC	Fax In	WEEKLY	Y	N	N
LINEL	Fax In	WEEKLY	Y	Y	N
LIONM	Call In	WEEKLY	N	N	N
LIPPS	Fax In	BI-WEEKLY	Y	Y	N
LITRN	Call In	WEEKLY	N	N	N
LOPES	Fax In	WEEKLY	Y	N	N
LOUIS	Web Remote	WEEKLY	N	N	N
LOWMA	Fax In	WEEKLY	N	N	N
LPCIN	Web Remote	WEEKLY	N	Y	N
LQCIN	Fax In	WEEKLY	N	N	N
LRCON	Fax In	WEEKLY	N	N	Y
LTRON	Call In	WEEKLY	Y	N	N
LYNBR	Call In	WEEKLY	N	N	N
MACKX	Call In	WEEKLY	N	N	N
MACVA	Web Remote	WEEKLY	Y	N	N
MAGNA	Fax In	WEEKLY	N	N	N
MALLC	Web Remote	WEEKLY	Y	N	Y
MAMEC	Fax In	WEEKLY	Y	Y	N
MANAG	Web Remote	WEEKLY	N	N	N
MANCI	Fax In	WEEKLY	Y	N	N
MANEL	Fax In	WEEKLY	Y	N	N
MARAC	Remote	WEEKLY	N	N	N
MARBR	Fax In	WEEKLY	N	N	N
MARIO	Call In	WEEKLY	N	N	Y
MARQR	Fax In	WEEKLY	Y	Y	N
MARSN	Fax In	WEEKLY	N	N	N
MARTI	Fax In	WEEKLY	Y	N	N
MASPE	Pick Up	WEEKLY	Y	N	N
MASPT	Pick Up	WEEKLY	Y	N	N
MASSP	Call In	WEEKLY	Y	N	N
MASTE	Fax In	WEEKLY	N	N	N
MATCO	Fax In	WEEKLY	Y	N	N
MAUSS	Fax In	WEEKLY	N	N	N
MAXEN	Web Remote	WEEKLY	Y	Y	N
MAZ25	Web Remote	WEEKLY	N	N	N
MAZEL	Web Remote	WEEKLY	Y	Y	Y
MAZEO	Web Remote	WEEKLY	N	Y	N
MBEM3	Fax In	WEEKLY	N	N	N
MDBSI	Web Remote	WEEKLY	Y	N	N
MECCA	Call In	WEEKLY	Y	Y	N
MECNJ	Fax In	WEEKLY	Y	N	N
MECOE	Fax In	WEEKLY	Y	N	N
MECON	Fax In	WEEKLY	N	N	N
MEDIA	Call In	BI-WEEKLY	Y	N	N
MEERE	Web Remote	WEEKLY	Y	N	Y
MELNK	Fax In	WEEKLY	Y	N	N
MELRS	Web Remote	WEEKLY	Y	N	Y
MELTO	Fax In	WEEKLY	Y	N	Y
MERJO	Call In	WEEKLY	Y	N	Y
MERRC	Web Remote	WEEKLY	Y	N	N
MERRL	Fax In	WEEKLY	Y	N	N
MESSU	Web Remote	WEEKLY	Y	N	Y
METCC	Fax In	WEEKLY	Y	N	N
METMC	Fax In	WEEKLY	Y	N	N
METTE	Fax In	BI-WEEKLY	N	N	N
METTI	Fax In	WEEKLY	N	Y	N
MEZEL	Web Remote	WEEKLY	Y	Y	Y
MFEEL	Fax In	WEEKLY	N	N	N
MGCIN	Web Remote	WEEKLY	Y	Y	Y
MGLLC	Web Remote	WEEKLY	Y	N	Y
MIBLP	Fax	WEEKLY	Y	N	N
MICCP	Web Remote	WEEKLY	Y	N	Y
MIDCI	Call In	WEEKLY	N	N	Y
MIDER	Fax In	WEEKLY	N	N	N
MIKMA	Fax In	WEEKLY	Y	N	N
MILAD	Fax In	WEEKLY	N	N	N
MIMCO	Fax In	WEEKLY	N	N	N
MISTA	Fax In	WEEKLY	Y	N	Y
MKGCC	Call In	BI-WEEKLY	Y	Y	N
ML363	Web Remote	WEEKLY	Y	Y	N
MLPRO	Web Remote	WEEKLY	Y	Y	N
MLVCO	Pick Up	WEEKLY	Y	N	N
MMSPC	Fax	WEEKLY	N	N	N
MNCGE	Call In	WEEKLY	N	N	N
MOBR2	Fax In	WEEKLY	N	N	N
MONAD	Fax In	WEEKLY	N	Y	N
MONEX	Fax	MONTHLY	N	N	N
MONMO	Call In	WEEKLY	Y	N	Y
MONTV	Web Remote	WEEKLY	Y	N	Y
MOR25	Fax In	WEEKLY			N
MORAL	Fax In	WEEKLY	N	N	N
MORIA	Web Remote	WEEKLY	Y	N	Y
MORLP	Fax In	WEEKLY	Y	Y	N
MOSCO	Fax In	WEEKLY	Y	N	Y
MOUTH	Call In	BI-WEEKLY	Y	Y	N
MPLLC	Fax In	WEEKLY	Y	Y	N
MRHAR	Call In	WEEKLY	N	N	N
MSCOF	Call In	BI-WEEKLY	Y	N	N
MSCON	Fax In	WEEKLY	N	N	N
MSCOO	Fax In	WEEKLY	Y	Y	N
MSCOR	Call In	SEMI-MONTHLY	N	N	Y
MTCCC	Fax In	WEEKLY	Y	N	N
MTRAN	Call In	WEEKLY	Y	Y	Y
MULEL	Fax In	WEEKLY	Y	N	N
MVUCC	Fax In	WEEKLY	Y	N	N
MWD01	Pick Up	BI-WEEKLY	Y	N	N
MWD06	Pick Up	BI-WEEKLY	Y	N	N
MWD08	Pick Up	BI-WEEKLY	Y	N	N
MWD09	Fax In	BI-WEEKLY			N
MWD13	Pick up	BI-WEEKLY	Y	N	N
MWD14	Pick Up	BI-WEEKLY	Y	N	N
MWILL	Call In	WEEKLY	Y	N	N
MZPAT	Fax In	WEEKLY	Y	N	N
NABCO	Web Remote	WEEKLY	Y	N	N
NABER	Web Remote	WEEKLY	Y	Y	N
NAGCO	Call In	WEEKLY	Y	N	Y
NATAL	Fax In	WEEKLY	N	N	N
NATBO	Call In	WEEKLY	N	Y	N
NBSYS	Web Remote	WEEKLY	Y	Y	N
NCCUT	Fax In	WEEKLY	Y	N	Y
NEWYC	Fax In	WEEKLY	Y	Y	N
NIGOC	Web Remote	WEEKLY	N	N	N
NILES	Fax In	WEEKLY	N	Y	N
NJCAR	Call In	WEEKLY	N	N	Y
NJDEL	Web Remote	WEEKLY	Y	N	N

AP

NJRCO	Fax In	WEEKLY	Y	Y	N
NJSEL	Fax In	WEEKLY	Y	N	N
NLIFE	Fax In	WEEKLY	Y	N	Y
NOCON	Web Remote	WEEKLY	Y	N	Y
NONST	Web Remote	WEEKLY	Y	N	Y
NORCC	Web Remote	WEEKLY	Y	N	Y
NOREQ	Web Remote	WEEKLY	Y	N	N
NORLA	Fax In	WEEKLY	N	N	N
NORPM	Web Remote	WEEKLY	Y	N	Y
NORSS	Web Remote	WEEKLY	Y	N	Y
NOUVE	Pick Up	WEEKLY	N	Y	N
NUCOP	Fax In	WEEKLY	N	N	Y
NUSTA	Pick Up	WEEKLY	N	Y	N
NYCAC	Fax In	BI -WEEKLY	Y	Y	N
NYINS	Web Remote	WEEKLY	Y	N	N
NYPLA	Fax In	WEEKLY	Y	N	Y
OCCID	Fax In	BI -WEEKLY	Y	N	N
OGDEN	Web Remote	WEEKLY	Y	N	Y
OHARA	Fax In	WEEKLY	N	Y	N
OHMEL	Fax In	WEEKLY	Y	N	N
OLMVC	Call In	BI -WEEKLY	Y	Y	N
ONAIR	Fax In	WEEKLY	Y	N	N
ONPR2	Web Remote	WEEKLY	Y	N	N
ORANG	Web Remote	WEEKLY	Y	Y	Y
ORION	Web Remote	WEEKLY	Y	Y	N
PABST	Fax In	WEEKLY	N	N	N
PACCS	Fax In	WEEKLY	Y	N	N
PACEL	Call In	WEEKLY	Y	N	N
PACST	Fax In	WEEKLY	Y	N	N
PAICO	Fax In	WEEKLY	Y	N	N
PALEN	Web Remote	WEEKLY	Y	N	N
PALEY	Fax In	WEEKLY	Y	N	N
PALLC	Call In	BI -WEEKLY	Y	N	N
PALOF	Web Remote	WEEKLY	Y	N	N
PANCO	Web Remote	WEEKLY	N	N	N
PANTA	Fax In	WEEKLY	N	N	N
PANTE	Fax In	WEEKLY	Y	N	N
PAOLE	Call In	WEEKLY	N	N	N
PAREC	Web Remote	WEEKLY	N	N	N
PAREN	Fax In	WEEKLY	N	N	N
PARKV	Call In	WEEKLY	Y	N	N
PARSI	Web Remote	WEEKLY	Y	N	N
PARWR	Web Remote	WEEKLY	N	N	N
PATHW	Web Remote	WEEKLY	N	Y	N
PATRO	Pick Up	WEEKLY	N	N	N
PATTR	Web Remote	WEEKLY	Y	Y	N
PAVIN	Fax In	WEEKLY	N	N	N
PCONS	Fax In	WEEKLY	N	N	N
PEENT	Fax In	WEEKLY	Y	N	Y
PELLC	Web Remote	WEEKLY	Y	Y	Y
PEN23	Web Remote	WEEKLY	Y	Y	N
PEN32	Web Remote	WEEKLY	Y	Y	N
PEN35	Web Remote	WEEKLY	Y	Y	N
PEN38	Web Remote	WEEKLY	Y	Y	N
PEN40	Web Remote	WEEKLY	Y	Y	N
PEN42	Web Remote	WEEKLY	Y	Y	N
PEN45	Web Remote	WEEKLY	Y	Y	N
PEN57	Web Remote	WEEKLY	Y	Y	N
PEN60	Web Remote	WEEKLY	Y	Y	N
PEN62	Web Remote	WEEKLY	Y	Y	N
PEN63	Web Remote	WEEKLY	Y	Y	N
PEN65	Web Remote	WEEKLY	Y	Y	N
PEN66	Web Remote	WEEKLY	Y	Y	N
PEN67	Web Remote	WEEKLY	Y	Y	N
PEN69	Web Remote	WEEKLY	Y	Y	N
PEN76	Web Remote	WEEKLY	Y	Y	N
PEN77	Web Remote	WEEKLY	Y	Y	N
PEN79	Web Remote	WEEKLY	Y	Y	N
PEN80	Web Remote	WEEKLY	Y	Y	N
PEN85	Web Remote	BI -WEEKLY	Y	Y	N
PEN89	Web Remote	WEEKLY	Y	Y	N
PEN96	Web Remote	WEEKLY	Y	Y	N
PEN99	Web Remote	WEEKLY	Y	Y	N
PENNB	Web Remote	WEEKLY	Y	N	N
PEQRC	Fax In	WEEKLY	Y	N	N
PERCO	Fax In	WEEKLY	Y	N	N
PEREL	Web Remote	WEEKLY	Y	Y	Y
PESTA	Web Remote	WEEKLY	N	N	N
PETCT	Fax In	WEEKLY	Y	N	N
PETEX	Web Remote	WEEKLY	N	Y	Y
PETLA	Web Remote	WEEKLY	N	Y	Y
PHAS1	Fax In	WEEKLY	N	N	N
PHILM	Fax In	WEEKLY	Y	N	N
PHOSE	Fax In	WEEKLY	N	Y	N
PHOSM	Fax In	WEEKLY	Y	N	N
PICJC	Web Remote	WEEKLY	Y	Y	N
PICON	Remote	WEEKLY	N	N	N
PINEN	Web Remote	WEEKLY	Y	Y	Y
PINNI	Web Remote	WEEKLY	N	N	N
PINTO	Fax In	WEEKLY	N	N	N
PLAME	Fax	WEEKLY	Y	N	Y
PLEIB	Call In	WEEKLY	Y	Y	Y
PLEKE	Remote	WEEKLY	Y	N	N
PLEVY	Web Remote	WEEKLY	Y	Y	N
PMCJV	Remote	WEEKLY	N	N	N
PMPIN	Fax In	WEEKLY	N	N	Y
PMSCO	Fax In	WEEKLY	N	N	N
PN108	Web Remote	WEEKLY	Y	Y	N
PN110	Web Remote	WEEKLY	Y	Y	N
PN113	Web Remote	BI -WEEKLY	Y	Y	N
PN124	Web Remote	WEEKLY	Y	Y	N
PN130	Web Remote	WEEKLY	Y	Y	N
PN135	Web Remote	WEEKLY	Y	Y	N
PN136	Web Remote	WEEKLY	Y	Y	N
PN138	Web Remote	WEEKLY	Y	Y	N
PN142	Web Remote	WEEKLY	Y	Y	N
PN144	Web Remote	WEEKLY	Y	Y	N
PN151	Web Remote	WEEKLY	Y	Y	N
PN153	Web Remote	WEEKLY	Y	Y	N
PN155	Web Remote	WEEKLY	Y	Y	N
PN156	Web Remote	WEEKLY	Y	Y	N
PN173	Web Remote	WEEKLY	Y	Y	N
PN189	Web Remote	WEEKLY	Y	Y	N
PN192	Web Remote	WEEKLY	Y	Y	N
POMAL	Web Remote	WEEKLY	N	Y	N
POSIT	Fax In	WEEKLY	Y	N	N
POWEL	Web Remote	WEEKLY	N	N	Y
POWER	Fax In	WEEKLY	N	N	N
PRATC	Fax In	WEEKLY	Y	N	N
PRCON	Fax In	WEEKLY	Y	N	Y
PREDR	Web Remote	WEEKLY	Y	Y	Y
PREEL	Web Remote	WEEKLY	Y	N	Y

PREME	Fax In	WEEKLY	Y	Y	N
PREMI	Remote	WEEKLY	Y	N	N
PREMT	Remote	WEEKLY	Y	N	N
PREPY	Web Remote	WEEKLY	Y	N	Y
PRESP	Fax In	WEEKLY	Y	Y	N
PRICO	Web Remote	WEEKLY	Y	N	N
PRIDE	Fax In	WEEKLY	Y	Y	N
PRIEL	Fax In	WEEKLY	Y	N	N
PRIEN	Web Remote	WEEKLY	N	N	Y
PRIMC	Web Remote	WEEKLY	Y	N	Y
PRIPA	Web Remote	WEEKLY	N	N	Y
PRMEL	Web Remote	WEEKLY	Y	Y	Y
PROFP	Fax In	WEEKLY	Y	Y	Y
PROPT	Fax	WEEKLY	Y	N	Y
PROVE	Web Remote	WEEKLY	Y	N	N
PROVN	Web Remote	WEEKLY	Y	N	N
PRPAK	Call In	MONTHLY	Y	Y	Y
PRPSE	Web Remote	WEEKLY	Y	Y	Y
PRUDE	Call In	WEEKLY	N	N	N
PSIPL	Web Remote	WEEKLY	Y	N	Y
PSSUC	Pick Up	WEEKLY	N	N	N
PSTEL	Fax In	WEEKLY	Y	N	N
PTE03	Fax In	WEEKLY	Y	Y	N
PTE25	Fax In	WEEKLY	Y	Y	N
PTLEL	Fax In	WEEKLY	Y	N	Y
PTRBR	Web Remote	WEEKLY	Y	N	N
PTRUC	Call In	WEEKLY	Y	N	N
PUBUM	Fax In	WEEKLY	Y	N	N
PUMIN	Fax In	WEEKLY	Y	N	N
QUAEL	Fax In	WEEKLY	Y	N	N
QUALI	Web Remote	WEEKLY	Y	Y	Y
QUCON	Web Remote	WEEKLY	Y	N	Y
QUE03	Fax In	WEEKLY	N	N	N
QUECO	Web Remote	WEEKLY	N	Y	Y
QUEST	Fax In	WEEKLY	N	N	N
RAELE	Call In	WEEKLY	Y	N	Y
RCM01	Remote	WEEKLY	N	N	N
RCONS	Remote	WEEKLY	N	N	N
RE107	Call In	WEEKLY	Y	N	Y
REALT	Fax In	WEEKLY	Y	N	Y
REBAR	Fax In	WEEKLY	Y	Y	N
REFIR	Web Remote	WEEKLY	N	N	Y
REGWA	Web Remote	WEEKLY	Y	Y	N
RENCO	Web Remote	WEEKLY	N	N	N
RESNY	Web Remote	WEEKLY	N	N	Y
RETCN	Fax In	WEEKLY	Y	N	Y
RGRCO	Call In	SEMI-MONTHLY	Y	N	N
RHRPR	Call In	WEEKLY	N	N	N
RIC01	Call In	WEEKLY	Y	N	Y
RIC02	Call In	WEEKLY	Y	N	Y
RICKY	Call In	WEEKLY	Y	Y	Y
RICOT	Fax In	WEEKLY	N	N	N
RIVPA	Fax In	WEEKLY	Y	N	N
RIZZO	Web Remote	WEEKLY	N	N	N
RKARC	Call In	WEEKLY	N	N	N
RLCIN	Web Remote	WEEKLY	Y	Y	Y
RLJAD	Web Remote	WEEKLY	N	N	N
RLJEL	Web Remote	WEEKLY	N	N	N
RLSYS	Fax In	WEEKLY	Y	Y	N
RMFEL	Web Remote	WEEKLY	N	N	N
RMT03	Fax In	WEEKLY	N	N	N
RMT25	Fax In	WEEKLY	N	N	N
RNHEL	Web Remote	WEEKLY	Y	Y	Y
RNHNJ	Web Remote	WEEKLY	Y	Y	N
RNRAS	Fax In	WEEKLY	N	N	N
ROADW	Web Remote	WEEKLY	N	N	N
ROCKE	Web Remote	WEEKLY	Y	Y	N
ROCKM	Remote	MONTHLY	Y	N	N
ROGE2	Web Remote	WEEKLY	N	N	Y
ROGER	Web Remote	WEEKLY	N	Y	Y
ROKBU	Fax In	WEEKLY	Y	N	Y
ROKET	Fax In	WEEKLY	N	N	N
ROMAM	Fax In	WEEKLY	Y	N	N
RONBA	Web Remote	WEEKLY	Y	Y	Y
RONSC	Fax In	WEEKLY	N	N	N
ROSAN	Web Remote	SEMI-MONTHLY	Y	Y	Y
ROSIM	Web Remote	SEMI-MONTHLY	Y	Y	Y
ROVIN	Web Remote	WEEKLY	N	N	Y
ROYAL	Web Remote	WEEKLY	Y	Y	N
RPHEA	Call In	MONTHLY	Y	N	Y
RRFAC	Web Remote	WEEKLY	Y	N	N
RRLTD	Fax In	WEEKLY	Y	N	N
RTGUT	Fax In	WEEKLY	Y	N	N
RUTTU	Web Remote	WEEKLY	Y	Y	N
SAFEW	Fax In	WEEKLY	N	N	N
SAFT2	Web Remote	WEEKLY	Y	N	N
SAFTY	Web Remote	WEEKLY	Y	N	N
SAGEL	Web Remote	WEEKLY	Y	N	N
SAJEL	Web Remote	WEEKLY	Y	N	Y
SAMEL	Fax In	WEEKLY	N	N	N
SANDE	Fax In	WEEKLY	N	N	N
SANIT	Web Remote	WEEKLY	Y	Y	N
SANTA	Web Remote	WEEKLY	N	Y	N
SAVIO	Web Remote	WEEKLY	N	N	N
SBFCO	Web Remote	WEEKLY	N	N	N
SCHER	Fax In	WEEKLY	Y	N	N
SCHLS	Web Remote	WEEKLY	N	Y	N
SCICO	Remote	WEEKLY	N	Y	N
SCONT	Call In	WEEKLY	Y	N	N
SDELE	Web Remote	WEEKLY	N	N	Y
SDEVE	Fax In	WEEKLY	Y	N	N
SEABR	Remote	WEEKLY	Y	N	N
SEACO	Fax In	WEEKLY	Y	N	Y
SEAGC	Call In	WEEKLY	N	N	N
SELEL	Fax In	WEEKLY	Y	N	N
SELFL	Web Remote	WEEKLY	Y	Y	Y
SFCON	Fax In	WEEKLY	Y	N	N
SHAMR	Web Remote	WEEKLY	Y	N	N
SHANN	Call In	WEEKLY	Y	Y	N
SHENT	Call In	WEEKLY	N	N	N
SHEPH	Fax In	WEEKLY	Y	Y	N
SHILL	Fax In	WEEKLY	Y	N	N
SHORR	Fax In	WEEKLY	N	N	N
SHRED	Call In	WEEKLY	Y	N	N
SIGNA	Web Remote	WEEKLY	Y	Y	N
SISNI	Fax In	WEEKLY	N	N	N
SJI25	Web Remote	WEEKLY	Y	N	N
SJINC	Web Remote	WEEKLY	Y	Y	N
SKYEL	Web Remote	WEEKLY	Y	Y	Y
SMAEL	Fax In	WEEKLY	Y	N	N
SMCEL	Web Remote	WEEKLY	Y	Y	Y
SODON	Web Remote	WEEKLY	N	N	N

SOLCO	Fax In	WEEKLY	Y	N	N
SOLEL	Remote	WEEKLY	N	Y	N
SOSFS	Remote	WEEKLY	Y	N	N
SOUBE	Fax In	WEEKLY	Y	N	N
SOUCO	Fax In	WEEKLY	Y	N	N
SPARW	Fax In	WEEKLY	Y	N	N
SPELE	Web Remote	WEEKLY	Y	N	Y
SPRCO	Call In	WEEKLY	Y	N	Y
SSCRE	Web Remote	WEEKLY	N	N	N
STADE	Fax In	WEEKLY	Y	N	N
STAEI	Web Remote	WEEKLY	Y	N	Y
STANC	Web Remote	WEEKLY	Y	N	N
STASI	Fax In	WEEKLY	Y	N	Y
STCOG	Call In	WEEKLY	Y	Y	Y
STCOM	Web Remote	WEEKLY	Y	N	N
STEGL	Fax In	WEEKLY	Y	N	N
STFAB	Call In	WEEKLY	N	N	N
STGNL	Fax In	WEEKLY	N	N	N
STHCO	Web Remote	WEEKLY	Y	Y	N
STKDE	Web Remote	WEEKLY	Y	N	N
STLUK	Web Remote	WEEKLY	Y	N	N
STOC1	Web Remote	WEEKLY	Y	Y	Y
STOC3	Web Remote	WEEKLY	Y	Y	Y
STONI	Web Remote	WEEKLY	Y	N	N
STOTR	Web Remote	WEEKLY	Y	Y	Y
STREL	Fax In	WEEKLY	Y	N	N
STRLO	Web Remote	WEEKLY	Y	N	N
STROF	Web Remote	WEEKLY	Y	N	N
STSSU	Web Remote	WEEKLY	N	N	N
STULZ	Call In	WEEKLY	Y	Y	Y
STUOF	Call In	MONTHLY	Y	Y	Y
SUGRU	Fax In	WEEKLY	Y	N	N
SUNCO	Fax In	WEEKLY	N	N	N
SUNDP	Fax In	WEEKLY	N	N	Y
SUPSS	Remote	WEEKLY	Y	N	N
SUPST	Remote	WEEKLY	Y	N	N
SUREL	Fax In	WEEKLY	N	N	N
SURFV	Web Remote	WEEKLY	Y	N	N
SWHAR	Web Remote	WEEKLY	Y	N	N
SYINS	Fax In	WEEKLY	N	N	N
SZCOC	Fax In	WEEKLY	Y	N	Y
TA079	Fax In	WEEKLY	Y	N	N
TA731	Fax In	WEEKLY	Y	N	N
TANAP	Pick up	MONTHLY	N	N	N
TANAR	Pick up	MONTHLY	N	N	N
TANNO	Pick Up	WEEKLY	Y	N	N
TAPEL	Web Remote	WEEKLY	Y	Y	N
TAPJV	Web Remote	WEEKLY	Y	Y	N
TARAS	Fax In	WEEKLY	Y	N	N
TBIRD	Fax In	WEEKLY	N	N	N
TCINC	Web Remote	WEEKLY	N	N	N
TDRUG	Call In	WEEKLY	Y	N	Y
TEETH	Call In	BI-WEEKLY	Y	Y	N
TEFIX	Fax In	BI-WEEKLY	N	N	N
TENTS	Fax In	WEEKLY	Y	N	N
TERTR	Web Remote	WEEKLY	Y	N	N
THINS	Web Remote	WEEKLY	Y	N	N
THRGP	Call In	WEEKLY	Y	N	N
TITFL	Fax In	WEEKLY	Y	N	N
TITIN	Fax In	WEEKLY	Y	Y	Y
TITST	Fax In	WEEKLY	Y	N	N
TJMCO	Fax In	WEEKLY	Y	N	N
TMICI	Call In	WEEKLY	Y	N	Y
TNT03	Fax In	WEEKLY	N	N	N
TNTIN	Web Remote	WEEKLY	Y	Y	Y
TOKYO	Call In	WEEKLY	Y	N	Y
TOMAH	Web Remote	WEEKLY	Y	N	N
TOMCC	Web Remote	WEEKLY	Y	N	N
TOMCO	Call In	WEEKLY	Y	N	N
TOUCH	Fax In	WEEKLY	Y	Y	Y
TOWCS	Fax In	WEEKLY	N	N	N
TOWER	Web Remote	WEEKLY	N	N	N
TRACK	Call In	BI-WEEKLY	Y	Y	Y
TRAIL	Call In	WEEKLY	N	N	N
TRARC	Web Remote	WEEKLY	N	N	N
TRECO	Web Remote	WEEKLY	Y	N	Y
TREES	Call In	WEEKLY	Y	N	N
TRICI	Call In	WEEKLY	Y	N	N
TRIEL	Fax In	WEEKLY	N	N	N
TRIMA	Fax In	WEEKLY	Y	N	Y
TRISS	Fax In	WEEKLY	Y	N	Y
TROCM	Fax In	WEEKLY	Y	N	N
TROYE	Call In	WEEKLY	N	Y	N
TRPAR	Call In	SEMI-MONTHLY	Y	Y	N
TRPCU	Fax In	WEEKLY	Y	N	Y
TRPIP	Call In	WEEKLY	Y	N	N
TRRAE	Web Remote	WEEKLY	N	N	N
TRUEL	Fax In	WEEKLY	Y	N	N
TRUNJ	Fax In	WEEKLY	Y	N	N
TULCO	Call In	WEEKLY	Y	N	N
TULEY	Fax In	WEEKLY	N	N	N
TYPHO	Web Remote	WEEKLY	Y	N	N
UCERT	Fax In	WEEKLY	N	N	N
UFELL	Pick Up	WEEKLY	N	Y	N
UMCIN	Call In	WEEKLY	Y	Y	N
UNAEI	Fax In	WEEKLY	Y	Y	N
UNAIR	Web Remote	WEEKLY	Y	Y	Y
UNDUT	Fax In	WEEKLY	N	N	N
UNENS	Call In	WEEKLY	Y	N	N
UNIFL	Web Remote	WEEKLY	Y	Y	N
UNISY	Web Remote	WEEKLY	Y	Y	Y
UNRES	Remote	WEEKLY	Y	N	N
UNSHI	Web Remote	WEEKLY	Y	Y	Y
UNT03	Web Remote	WEEKLY	N	Y	N
UNT25	Web Remote	WEEKLY	N	N	N
UNT52	Web Remote	WEEKLY	N	Y	N
UNTAD	Web Remote	WEEKLY	N	Y	N
UNTAG	Call In	BI-WEEKLY	N	N	N
UNTEX	Web Remote	WEEKLY	N	Y	N
UNTGA	Web Remote	WEEKLY	N	Y	N
UNTNJ	Web Remote	WEEKLY	N	Y	N
UNTOF	Web Remote	WEEKLY	N	Y	N
UNVEL	Fax In	WEEKLY	Y	N	N
URBFO	Pick Up	WEEKLY	N	Y	N
URBPL	Fax In	WEEKLY	Y	N	N
UTILS	Fax In	WEEKLY	Y	N	N
UTOWN	Web Remote	WEEKLY	Y	N	Y
VALCC	Fax In	WEEKLY	N	N	N
VANAS	Fax In	WEEKLY	Y	N	N
VARDA	Web Remote	WEEKLY	N	N	Y
VARLO	Fax In	WEEKLY	N	N	N
VCORP	Fax In	WEEKLY	N	N	N

AP
AR

VECTG	Web Remote	BI-WEEKLY	Y	N	N
VENIN	Web Remote	WEEKLY	Y	Y	Y
VENUS	Fax In	WEEKLY	Y	N	N
VERCO	Web Remote	WEEKLY	Y	Y	N
VERDE	Web Remote	WEEKLY	Y	Y	N
VERSA	Remote	WEEKLY	Y	N	N
VINEL	Call In	WEEKLY	N	N	N
VIPNU	Fax In	WEEKLY	N	N	N
VIRCO	Fax In	WEEKLY	Y	N	N
VIREL	Fax In	WEEKLY	Y	N	N
VIRGR	Fax In	WEEKLY	Y	N	Y
VISE1	Web Remote	WEEKLY	Y	N	N
VMSCI	Web Remote	WEEKLY	Y	Y	N
VNAUT	Fax In	WEEKLY	Y	N	Y
VOLFD	Web Remote	WEEKLY	Y	Y	N
VOLMG	Web Remote	WEEKLY	Y	Y	N
VOLPE	Web Remote	WEEKLY	N	N	N
VPVEL	Fax In	WEEKLY	Y	N	Y
VRCOM	Web Remote	WEEKLY	Y	Y	N
W26ST	Pick Up	WEEKLY	Y	N	N
WALSH	Call In	WEEKLY	Y	N	N
WAMCO	Web Remote	WEEKLY	Y	N	Y
WASHE	Fax In	WEEKLY	N	N	N
WC555	Call In	WEEKLY	Y	N	N
WDB01	Pick Up	WEEKLY	Y	N	N
WDB02	Pick Up	WEEKLY	Y	N	N
WDB03	Pick Up	WEEKLY	Y	N	N
WDB04	Pick Up	WEEKLY	Y	N	N
WDB05	Pick Up	WEEKLY	Y	N	N
WDB06	Pick Up	WEEKLY	N	N	N
WDB07	Pick Up	WEEKLY	Y	N	N
WDB08	Pick Up	WEEKLY	Y	N	N
WDB09	Pick Up	WEEKLY	Y	N	N
WDB10	Pick Up	WEEKLY	Y	N	N
WEGCT	Pick Up	WEEKLY	N	N	N
WEREL	Fax In	WEEKLY	N	N	N
WESCO	Fax In	WEEKLY	Y	N	N
WESEL	Fax In	WEEKLY	N	N	N
WESTD	Call In	WEEKLY	Y	N	Y
WHITE	Fax In	WEEKLY	Y	Y	N
WHMPL	Fax In	WEEKLY	Y	N	Y
WILSN	Fax In	WEEKLY	N	N	N
WILSO	Call In	WEEKLY	Y	N	Y
WINAN	Fax	WEEKLY	N	N	N
WINDR	Web Remote	WEEKLY	N	N	N
WINDS	Fax In	WEEKLY	Y	N	N
WINEL	Fax In	WEEKLY	N	N	N
WINFA	Call In	BI-WEEKLY	Y	N	N
WJCCO	Web Remote	WEEKLY	Y	N	N
WJMAS	Web Remote	WEEKLY	Y	Y	Y
WOLFE	Call In	WEEKLY	Y	N	N
WSERE	Fax In	WEEKLY	N	N	N
XMOMS	Call In	BI-WEEKLY	N	N	N
YORLA	Fax In	WEEKLY	N	N	N
YORSE	Fax In	WEEKLY	N	N	N
YORSS	Fax In	WEEKLY	N	N	N
YRFSI	Web Remote	BI-WEEKLY	Y	N	Y
ZANEC	Fax In	WEEKLY	N	Y	N
ZIARN	Fax In	WEEKLY	Y	N	N
ZINCC	Web Remote	WEEKLY	N	N	N

EXCLUDED ASSETS SCHEDULE ss. 2.01

Operating Lease with I&G Garden State LLC for Office Space at 300 Atrium Drive, Somerset, New Jersey.

IBM Server MT-M 8840 serial # KQGHX3N used for the Business and other Seller operations unrelated to the Business.

The names "DSI Staff ConnXions Northeast, Inc." and "DSI Staff ConnXions Southwest, Inc." as used in connection with Seller's existing operating subsidiaries.

(2) Intel 510T switches used by TeamStaff, Inc. Finance Department (not a DSI asset).

(16) NEC Dterm Series E phones used by TeamStaff, Inc. Finance Department (not a DSI asset).

Neopost S170 fold stuff machine, serial #0024623.

IBM Thinkpad R32 serial #AKVC94Z
 NEC monitor LCD1550V serial # 2X05889TA
 NEC monitor LCD1550V serial # 2X05912TA,
 Dell Optiplex GX260D serial # JMT7F21

All of the foregoing are currently under lease agreements and subject to liens and have been replaced in the Included Assets schedule with substitutions.

IBM Thinkpad T42 serial # L3AGD79: Laptop used by Larry Braude.

Kitchen furniture and appliances:

- (2) Microwaves
- Refrigerator
- (3) 4' X 4' Square Tables

2' Microwave Table
(12) Chairs

All furniture in the Conference Rooms.

Equipment and Fixed Asset Schedule

Sections 2.01, 4.10, 4.11, 4.12

LIST OF FURNITURE & NON-COMPUTER EQUIPMENT - INCLUDED:

ITEM	QUANTITY	LOCATION
6'X6' Cubicle	16	
6'X8' Cubicle	20	
8'X9' Cubicle	1	
8'X10' Cubicle	5	
8'X12' Cubicle	1	
12'X12' Cubicle	1	
12'X15' Cubicle	2	
Chairs - various types	83	
3' 3 drawer file cabinet	24	
3.5' 3 drawer file cabinet	2	
3' 2 drawer file cabinet	5	
4' book shelf	2	
30" Modular shelves	4	
30" Round Table	4	
36" Round Table	6	
5'X2' Rectangle Table	3	
2' Printer stand	1	
3' Computer Desk	3	
4' Computer Desk	1	
5' Computer Desk	2	
30"x60" Folding table	1	
30"x45" Double shelf work table	1	
33"x68" Double door storage table	1	
Upholstered Cherry Wood Chairs	4	Kathy's office
42" Cherry Wood Round Table	1	Kathy's office
Cherry Wood Credenza	1	Kathy's office
Cherry Wood Armoire	1	Kathy's office
Cherry Wood Desk	1	Kathy's office
38" Round Glass top table	1	reception
26" Round Glass top table	2	reception
34" Upholstered Club Chairs	2	reception
56" Upholstered Loveseat	1	reception
14.5"x103" Built in Credenza	1	reception
103" Curved w/ Glass shelf reception desk	1	reception
Wilson Jones 130 Shredder	1	computer room
Holmes HM3500 Humidifier	1	computer room
3' Folding ladder	1	computer room
36" x 78" CD storage rack	1	computer room
14" x 78" Steel combination safe	1	computer room
6' Double door storage cabinets	3	computer room
29"x88" Closed Computer Rack	1	computer room
7' Open Relay Rack	1	computer room
4' 4 Tier Computer Desk	1	computer room
Power Shred 410 Shredder w/ tale & container	1	mailroom
38"x26" Mail bin	1	mailroom
38"x36" Mail bin	1	mailroom
NEC projector MT1000	1	serial # 7Y5300222
Neopost SI78 fold stuff machine	1	serial # 986183 & 986955
Neopost ST78 fold stuff machine	1	serial # 00BM5264
Neopost SI70 fold stuff machine	1	serial # 506096
Canon L9000S fax machine	1	serial # UYG22062
Canon LC3170 fax machine	1	serial # UYP62336
Canon LC3170 fax machine	1	serial # UYP62337
Canon L8500 fax machine	1	serial # UFW07349
Canon L710 fax machine	1	serial # KAG01738
Canon L710 fax machine	1	serial # KAG01838
Canon IR 5000I w/ stap	1	FIN NRL085850
Internal software development - web entry	1	asset #504
Xerox docuprint hardware	1	asset #587
Xerox docuprint software configuration system	1	asset #588
Web entry capitalized software development	1	asset #597
Somerset phone system	1	asset #580-584,586
COMPONENTS OF THE 46 CUBICLES LISTED ABOVE:		
2'X4' Panels	60	
2.5'X4' Panels	8	
3'X4' Panels	123	
3.5'X4' Panes	8	
4'X4' Panels	11	
5'X4' Panels	7	
2.5'x6.5' Panels	7	
2'X3.5' Panels	8	
3'x3.5' Panels	50	
4'X3.5' Panels	4	
3' Desktop	33	
4' Desktop	22	
5' Desktop	12	
6' Desktop	38	
3'X3' Corner Desktop	25	
6' Desktop Curve	5	
3 drawer file cabinet	50	
2 drawer file cabinet	36	

List of Fully Depreciated Assets - Included

LOCATION	EMPLOYEE	DEPARTMENT	TYPE	MAKE	MODEL	SERIAL#	FIXED ASSET #
Somerset	Baum, Rich	DSI	Computer	Dell Inspiron 2500	Inspiron 2500	1NHHS01	50217
Somerset	Charles, Kathy	DSI	Computer	Dell Optiplex GX150	GX150	2DFMF11	20458
Somerset	Chin, Arnold	DSI	Computer	Dell Dimension XPS	Dell XPS Pro 200	99NSX	50109
Somerset	Conf Room	DSI	Computer	IBM ThinkPad	600E	78-FFGM7	20194
Somerset	Cullen, Joan	DSI	Computer	Dell Optiplex GX400	GX400	GTHX411	20482
Somerset	DOS Dialin	DSI	Computer	Dell Optiplex Gs	GS	BK2JH	50122
Somerset	DSI Line print server	DSI	Computer	MAXIMUM	DX4133	R2061193009	50201
Somerset	Edwards, Gail	DSI	Computer	IBM ThinkPad	R51E		
Somerset	Fischer, Shirley	DSI	Computer	Dell Optiplex GX400	GX400	H2XH511	20478
Somerset	Forte, Oreen	DSI	Computer	Dell Optiplex Gs	GS	8K2J0	50112
Somerset	Kane, Pam	DSI	Computer	Dell Optiplex GX260	GX260	448BB21	50001
Somerset	Keypunch #1 D41	DSI	Computer	CLONE	CLONE	N/A	50076
Somerset	Keypunch #2 D44	DSI	Computer	Compaq Deskpro	DESKPRO	5728HVU59A776	50094
Somerset	Keypunch #3 D44	DSI	Computer	CLONE	P-233	N/A	50096
Somerset	Keypunch #4 D81	DSI	Computer	Dell Optiplex GM5133	GM5133	659Y1	50087
Somerset	Keypunch #6 D80	DSI	Computer	Dell Optiplex Gs	GS	8K2J6	50079
Somerset	Kraemer, Terri	DSI	Computer	Dell Optiplex Gs	GS	8K2J9	50117
Somerset	McGinnis, Carol	DSI	Computer	Dell Optiplex Gs	GS	8K1AQ	50105
Somerset	McQueeney, Debbie	DSI	Computer	Dell Optiplex Gs	GS	8X1RW	50092
Somerset	McQueeney, Debbie	DSI	Computer	CLONE	CLONE	N/A	50097
Somerset	Michele, Chris	DSI	Computer	Dell Inspiron 2500	Inspiron 2500	HP29Y01	50166
Somerset	Noll, Clare	DSI	Computer	Dell Optiplex Gs	GS	8K1P8	50101
Somerset	Patel, Perry	DSI	Computer	Dell Optiplex GX400	GX400	H3CZ011	20479
Somerset	Pavlick, Marilyn	DSI	Computer	CLONE	CLONE	N/A	50075
Somerset	PAYJSRVR	DSI	Computer	CLONE	CLONE	N/A	50203
Somerset	Processor A	DSI	Computer	CLONE	CLONE	N/A	50118
Somerset	Processor B	DSI	Computer	CLONE	CLONE	N/A	50119
Somerset	Processor C	DSI	Computer	CLONE	CLONE	N/A	50120
Somerset	Production Room #1	DSI	Computer	Dell Optiplex GX400	GX400	9K76Y01	20477
Somerset	Production Room #2	DSI	Computer	Dell Optiplex GX400	GX400	FCRX01	20476
Somerset	Production Room #3 (LV)	DSI	Computer	Dell Optiplex GX400	GX400	2J76Y01	20475
Somerset	Production Room #4	DSI	Computer	Dell Optiplex GX150	GX150	B866C11	20454
Somerset	Putnam	DSI	Computer	Dell Optiplex GX1	G1 400MTBR+	UKRCI	20497
Somerset	Qualls, Angela	DSI	Computer	Dell Optiplex Gs	GS	8BQW4	50083
Somerset	Raab, Madeline	DSI	Computer	Dell Optiplex GX400	GX400	15CZ011	20465
Somerset	Raab, Nikki	DSI	Computer	Dell Optiplex GX150	GX150	FPVTG11	20459
Somerset	Scarpa, Linda	DSI	Computer	CLONE	CLONE	N/A	50011
Somerset	Sharon Skibbee	DSI	Computer	IBM ThinkPad	600E	78-FFGL7	20196
Somerset	Solimar	DSI	Computer	Dell Optiplex GX400	GX400	3K76Y01	20474
Somerset	SOMSOLIMAR	DSI	Computer	Dell Optiplex GX400	GX400	4ZKZS11	20481
Somerset	Sturtz, Virginia	DSI	Computer	Dell Optiplex Gs	GS	8K154	50080
Somerset	Szczesny, Eileen	DSI	Computer	Dell Optiplex Gs	GS	9F0X7	50103
Somerset	Tener, Eileen	DSI	Computer	Compaq Deskpro	DESKPRO	6026DWJ6A595	50056
Somerset	Tomaiko, Gary	DSI	Computer	Dell Optiplex GX400	GX400	D3CZ011	20484
Somerset	Waskis, Tammy	DSI	Computer	Dell Optiplex GX400	GX400	C61ST01	20463
Somerset	WEB TEST	DSI	Computer	Dell Optiplex GX110	GX110	4FF6J01	20486
Somerset	White, Donovan	DSI	Computer	Dell Optiplex GX400	GX400	JJ76Y01	20473
Somerset	White, Donovan	DSI	Computer	Dell Optiplex GM5133	GM5133	70X33	50084
Somerset	Williams, Gerry	DSI	Computer	Dell Optiplex GX150	GX260D	2WQHC11	20455
Somerset	Windows Dialin	DSI	Computer	Dell Optiplex Gs	GS	BY2JC	50123
Somerset	DOCUPRINT100MX	DSI	Printer				
Somerset	HP1700	DSI	Printer				
Somerset	HP4SI-4	DSI	Printer				
Somerset	HP5SI-1	DSI	Printer				
Somerset	HP5SI-2	DSI	Printer				
Somerset	HP5SI-3	DSI	Printer				
Somerset	HP5SI-5	DSI	Printer				
Somerset	HP8150	DSI	Printer				
Somerset	HP890	DSI	Printer				
Somerset	Line Printer	DSI	Printer				
Somerset	N40	DSI	Printer				
Somerset	NAB-2	DSI	Printer				
Somerset	DSISP03	DSI	Server	IBM Netfinity 5000	8659-31Y	23L3931	50132
Somerset	DSISP04	DSI	Server	CLONE	CLONE	N/A	50134
Somerset	SOMSYNC	DSI	Server	Dell	PowerEdge		51002
Somerset	Xerox/Sun	DSI	Server	Sun	DocuSP	FE1150014	50272
Somerset	APC1	DSI	UPS				
Somerset	APC2	DSI	UPS				
Somerset	APC3	DSI	UPS				
Somerset	APC4	DSI	UPS				
Somerset	APC5	DSI	UPS				
Somerset	APC6	DSI	UPS				
Somerset	APC7	DSI	UPS				
Somerset	APC8	DSI	UPS				

LOCATION	EMPLOYEE	DEPARTMENT	MONITOR	MAKE	MONITOR MODEL	MONITOR S/N	MONITOR F/A #	PRINTER MAKE
Somerset	Baum, Rich	DSI						
Somerset	Charles, Kathy	DSI	Dell	E771B	MX0419TG47801244C1DQ	50191		
Somerset	Chin, Arnold	DSI	Dell	E771P	MX0419TG47801241H2EK	50265		
Somerset	Conf Room	DSI						
Somerset	Cullen, Joan	DSI	Viewsonic	E70FB	24C023251315	50067		
Somerset	DOS Dialin	DSI						
Somerset	DSI Line print server	DSI	CTX	145IES	K904410034	50202		
Somerset	Edwards, Gail	DSI						
Somerset	Fischer, Shirley	DSI	Viewsonic	E90FB	333030850463	50215		
Somerset	Forte, Oreen	DSI				50245		
Somerset	Kane, Pam	DSI	Viewsonic	E70FB		50058		
Somerset	Keypunch #1 D41	DSI	CTX	1451C	28055110463	50210		
Somerset	Keypunch #2 D44	DSI	DTK	CDD1401	A013862	50093		
Somerset	Keypunch #3 D44	DSI	Dell	D1526TXHS	8073350	50095		
Somerset	Keypunch #4 D81	DSI	DFI	CK1428A	KOKU3601026	50090		
Somerset	Keypunch #6 D80	DSI						
Somerset	Kraemer, Terri	DSI	VIEWSONIC	TS22355-GM	70A014300671	50051		
Somerset	McGinnis, Carol	DSI	Goldstar	1465	MC40501103	50104		
Somerset	McQueeney, Debbie	DSI	Dell	D1526TXHS	820X4290	50091		
Somerset	McQueeney, Debbie	DSI	ProView	PS707A	FS0U13021982U	50157		
Somerset	Michele, Chris	DSI						
Somerset	Noll, Clare	DSI	KFC	CK1428A	KOCK43161320	50100		
Somerset	Patel, Perry	DSI	Dell	E771B	MX0419TG4780128FB0W6	50110		
Somerset	Pavlick, Marilyn	DSI	Dell	D1728DLS	04036A90UC37	50170		
Somerset	PAYJSRVR	DSI	DTK	DCM1428	1.25438E+11	50204		
Somerset	Processor A	DSI						
Somerset	Processor B	DSI						
Somerset	Processor C	DSI						
Somerset	Production Room #1	DSI	CTX	1451C	28055110463	50210		
Somerset	Production Room #2	DSI	Compaq	462	602AA11AA232	50261		
Somerset	Production Room #3 (LV)	DSI	Dell	D1526TXHS	8204289	50213		
Somerset	Production Room #4	DSI	DELL	E771P	MX0419TG4780128FB0W9	50054		
Somerset	Putnam	DSI	Dell	D1526TVHS	8204284	50200		
Somerset	Qualls, Angela	DSI	TTX	1787	M104300203	50224		

Somerset	Raab, Madeline	DSI	VIEWSONIC	E90FB	333030850467	50214
Somerset	Raab, Nikki	DSI	Hitachi	V798	H1G018690	50212
Somerset	Scarpa, Linda	DSI	Dell	E771P	EN0819ET4780412GBOCL	50106
Somerset	Sharon Skibbee	DSI				
Somerset	Solimar	DSI	ViewSonic	EA771B	DB90446501	20031
Somerset	SOMSOLIMAR	DSI	Optiquest	VCDTS21	8G90400427	50208
Somerset	Sturtz, Virginia	DSI	CTX	CVG5432	CE0154526	50081
Somerset	Szczesny, Eileen	DSI	Viewsonic	E70FB	24C024854982	50198
Somerset	Tener, Eileen	DSI	HP	HP71	MY02473005	50030
Somerset	Tomaiko, Gary	DSI	Viewsonic	E70FB	2YC024854984	50041
Somerset	Waskis, Tammy	DSI	DELL	E771	MX0419TG47801B21Z	50050
Somerset	WEB TEST	DSI	Samsung	750S	3882A431	50223
Somerset	White, Donovan	DSI	TTX	TTX1787	M104300236	50044
Somerset	White, Donovan	DSI				
Somerset	Williams, Gerry	DSI	Dell	E771MM	05E53247803311C1H6	50061
Somerset	Windows Dialin	DSI				
Somerset	DOCUPRINT100MX	DSI				
Somerset	HP1700	DSI				XEROX
Somerset	HP4SI-4	DSI				HP
Somerset	HP5SI-1	DSI				HP
Somerset	HP5SI-2	DSI				HP
Somerset	HP5SI-3	DSI				HP
Somerset	HP5SI-5	DSI				HP
Somerset	HP8150	DSI				HP
Somerset	HP890	DSI				HP
Somerset	Line Printer	DSI				UNISYS
Somerset	N40	DSI				XEROX
Somerset	NAB-2	DSI				XEROX
Somerset	DSISP03	DSI	IBM	6627-4AN	55-CFZ02	50597
Somerset	DSISP04	DSI				
Somerset	SOMSYNC	DSI	Viewsonic	VE150MB	90K022401931	50184
Somerset	Xerox/Sun	DSI	XEROX	XL765	F2Q243344094	50263
Somerset	APC1	DSI				
Somerset	APC2	DSI				
Somerset	APC3	DSI				
Somerset	APC4	DSI				
Somerset	APC5	DSI				
Somerset	APC6	DSI				
Somerset	APC7	DSI				
Somerset	APC8	DSI				

LOCATION EMPLOYEE DEPARTMENT PRINTER MODEL PRINTER S/N PRINTER F/A# UPS MAKE UPS MODEL UPS S/N

Somerset	Baum, Rich	DSI						
Somerset	Charles, Kathy	DSI						
Somerset	Chin, Arnold	DSI						
Somerset	Conf Room	DSI						
Somerset	Cullen, Joan	DSI						
Somerset	DOS Dialin	DSI						
Somerset	DSI Line print server	DSI						
Somerset	Edwards, Gail	DSI						
Somerset	Fischer, Shirley	DSI						
Somerset	Forte, Oreen	DSI						
Somerset	Kane, Pam	DSI						
Somerset	Keypunch #1 D41	DSI						
Somerset	Keypunch #2 D44	DSI						
Somerset	Keypunch #3 D44	DSI						
Somerset	Keypunch #4 D81	DSI						
Somerset	Keypunch #6 D80	DSI						
Somerset	Kraemer, Terri	DSI						
Somerset	McGinnis, Carol	DSI						
Somerset	McQueeney, Debbie	DSI						
Somerset	McQueeney, Debbie	DSI						
Somerset	Michele, Chris	DSI						
Somerset	Noll, Clare	DSI						
Somerset	Patel, Perry	DSI						
Somerset	Pavlick, Marilyn	DSI						
Somerset	PAYJSRVR	DSI						
Somerset	Processor A	DSI						
Somerset	Processor B	DSI						
Somerset	Processor C	DSI						
Somerset	Production Room #1	DSI						
Somerset	Production Room #2	DSI						
Somerset	Production Room #3 (LV)	DSI						
Somerset	Production Room #4	DSI						
Somerset	Putnam	DSI						
Somerset	Qualls, Angela	DSI						
Somerset	Raab, Madeline	DSI						
Somerset	Raab, Nikki	DSI						
Somerset	Scarpa, Linda	DSI						
Somerset	Sharon Skibbee	DSI						
Somerset	Solimar	DSI						
Somerset	SOMSOLIMAR	DSI						
Somerset	Sturtz, Virginia	DSI						
Somerset	Szczesny, Eileen	DSI						
Somerset	Tener, Eileen	DSI						
Somerset	Tomaiko, Gary	DSI						
Somerset	Waskis, Tammy	DSI						
Somerset	WEB TEST	DSI						
Somerset	White, Donovan	DSI						
Somerset	White, Donovan	DSI						
Somerset	Williams, Gerry	DSI						
Somerset	Windows Dialin	DSI						
Somerset	DOCUPRINT100MX	DSI	100MX		20494			
Somerset	HP1700	DSI	1700	SG2B85113P	50231			
Somerset	HP4SI-4	DSI	4SI	USGB565048	50172			
Somerset	HP5SI-1	DSI	5SI	USDK033686	20492			
Somerset	HP5SI-2	DSI	5SI	USBK159869	20493			
Somerset	HP5SI-3	DSI	5SI	USB0043674	20491			
Somerset	HP5SI-5	DSI	5SI	USBK149458	50055			
Somerset	HP8150	DSI	8150N	USB0017453	20498			
Somerset	HP890	DSI	890C	3G7BC1J12S	50190			
Somerset	Line Printer	DSI	B600	86095226	20496			
Somerset	N40	DSI	N40	W8F020823	20495			
Somerset	NAB-2	DSI	N40	W8F020170	50209			
Somerset	DSISP03	DSI						
Somerset	DSISP04	DSI						
Somerset	SOMSYNC	DSI						
Somerset	Xerox/Sun	DSI						
Somerset	APC1	DSI				APC	3000	
Somerset	APC2	DSI				APC	1400	Q80029320636
Somerset	APC3	DSI				APC	1400	
Somerset	APC4	DSI				APC	2200	QS0150111793
Somerset	APC5	DSI				APC	2200	QS0146111536
Somerset	APC6	DSI				APC	1400	
Somerset	APC7	DSI				APC	650	
Somerset	APC8	DSI				APC	650	

LOCATION EMPLOYEE DEPARTMENT UPS F/A# KVM SWITCH KVM S/N KVM F/A# TAPE DRV MAKE TAPE DRV MODEL

Somerset	Baum, Rich	DSI	
Somerset	Charles, Kathy	DSI	
Somerset	Chin, Arnold	DSI	
Somerset	Conf Room	DSI	
Somerset	Cullen, Joan	DSI	
Somerset	DOS Dialin	DSI	
Somerset	DSI Line print server	DSI	
Somerset	Edwards, Gail	DSI	
Somerset	Fischer, Shirley	DSI	
Somerset	Forte, Oreen	DSI	
Somerset	Kane, Pam	DSI	
Somerset	Keypunch #1 D41	DSI	
Somerset	Keypunch #2 D44	DSI	
Somerset	Keypunch #3 D44	DSI	
Somerset	Keypunch #4 D81	DSI	
Somerset	Keypunch #6 D80	DSI	
Somerset	Kraemer, Terri	DSI	
Somerset	McGinnis, Carol	DSI	
Somerset	McQueeney, Debbie	DSI	
Somerset	McQueeney, Debbie	DSI	
Somerset	Michele, Chris	DSI	
Somerset	Noll, Clare	DSI	
Somerset	Patel, Perry	DSI	
Somerset	Pavlick, Marilyn	DSI	
Somerset	PAYJSRVR	DSI	
Somerset	Processor A	DSI	
Somerset	Processor B	DSI	
Somerset	Processor C	DSI	
Somerset	Production Room #1	DSI	
Somerset	Production Room #2	DSI	
Somerset	Production Room #3 (LV)	DSI	
Somerset	Production Room #4	DSI	
Somerset	Putnam	DSI	
Somerset	Qualls, Angela	DSI	
Somerset	Raab, Madeline	DSI	
Somerset	Raab, Nikki	DSI	
Somerset	Scarpa, Linda	DSI	
Somerset	Sharon Skibbee	DSI	
Somerset	Solimar	DSI	
Somerset	SOMSOLIMAR	DSI	
Somerset	Sturtz, Virginia	DSI	
Somerset	Szczesny, Eileen	DSI	
Somerset	Tener, Eileen	DSI	
Somerset	Tomaiko, Gary	DSI	
Somerset	Waskis, Tammy	DSI	
Somerset	WEB TEST	DSI	
Somerset	White, Donovan	DSI	
Somerset	White, Donovan	DSI	
Somerset	Williams, Gerry	DSI	
Somerset	Windows Dialin	DSI	
Somerset	DOCUPRINT100MX	DSI	
Somerset	HP1700	DSI	
Somerset	HP4SI-4	DSI	
Somerset	HP5SI-1	DSI	
Somerset	HP5SI-2	DSI	
Somerset	HP5SI-3	DSI	
Somerset	HP5SI-5	DSI	
Somerset	HP8150	DSI	
Somerset	HP890	DSI	
Somerset	Line Printer	DSI	
Somerset	N40	DSI	
Somerset	NAB-2	DSI	
Somerset	DSISP03	DSI	
Somerset	DSISP04	DSI	
Somerset	SOMSYNC	DSI	
Somerset	Xerox/Sun	DSI	
Somerset	APC1	DSI	50188
Somerset	APC2	DSI	50146
Somerset	APC3	DSI	50257
Somerset	APC4	DSI	50255
Somerset	APC5	DSI	50256
Somerset	APC6	DSI	50254
Somerset	APC7	DSI	50258
Somerset	APC8	DSI	50259

LOCATION	EMPLOYEE	DEPARTMENT	TAPE DRV S/N	TAPE DRV F/A#
----------	----------	------------	--------------	---------------

Somerset	Baum, Rich	DSI		
Somerset	Charles, Kathy	DSI		
Somerset	Chin, Arnold	DSI		
Somerset	Conf Room	DSI		
Somerset	Cullen, Joan	DSI		
Somerset	DOS Dialin	DSI		
Somerset	DSI Line print server	DSI		
Somerset	Edwards, Gail	DSI		
Somerset	Fischer, Shirley	DSI		
Somerset	Forte, Oreen	DSI		
Somerset	Kane, Pam	DSI		
Somerset	Keypunch #1 D41	DSI		
Somerset	Keypunch #2 D44	DSI		
Somerset	Keypunch #3 D44	DSI		
Somerset	Keypunch #4 D81	DSI		
Somerset	Keypunch #6 D80	DSI		
Somerset	Kraemer, Terri	DSI		
Somerset	McGinnis, Carol	DSI		
Somerset	McQueeney, Debbie	DSI		
Somerset	McQueeney, Debbie	DSI		
Somerset	Michele, Chris	DSI		
Somerset	Noll, Clare	DSI		
Somerset	Patel, Perry	DSI		
Somerset	Pavlick, Marilyn	DSI		
Somerset	PAYJSRVR	DSI		
Somerset	Processor A	DSI		
Somerset	Processor B	DSI		
Somerset	Processor C	DSI		
Somerset	Production Room #1	DSI		
Somerset	Production Room #2	DSI		
Somerset	Production Room #3 (LV)	DSI		
Somerset	Production Room #4	DSI		
Somerset	Putnam	DSI		
Somerset	Qualls, Angela	DSI		
Somerset	Raab, Madeline	DSI		
Somerset	Raab, Nikki	DSI		
Somerset	Scarpa, Linda	DSI		
Somerset	Sharon Skibbee	DSI		
Somerset	Solimar	DSI		
Somerset	SOMSOLIMAR	DSI		
Somerset	Sturtz, Virginia	DSI		

Somerset	Szczesny, Eileen	DSI
Somerset	Tener, Eileen	DSI
Somerset	Tomaiko, Gary	DSI
Somerset	Waskis, Tammy	DSI
Somerset	WEB TEST	DSI
Somerset	White, Donovan	DSI
Somerset	White, Donovan	DSI
Somerset	Williams, Gerry	DSI
Somerset	Windows Dialin	DSI
Somerset	DOCUPRINT100MX	DSI
Somerset	HP1700	DSI
Somerset	HP4SI-4	DSI
Somerset	HP5SI-1	DSI
Somerset	HP5SI-2	DSI
Somerset	HP5SI-3	DSI
Somerset	HP5SI-5	DSI
Somerset	HP8150	DSI
Somerset	HP890	DSI
Somerset	Line Printer	DSI
Somerset	N40	DSI
Somerset	NAB-2	DSI
Somerset	DSISP03	DSI
Somerset	DSISP04	DSI
Somerset	SOMSYNC	DSI
Somerset	Xerox/Sun	DSI
Somerset	APC1	DSI
Somerset	APC2	DSI
Somerset	APC3	DSI
Somerset	APC4	DSI
Somerset	APC5	DSI
Somerset	APC6	DSI
Somerset	APC7	DSI
Somerset	APC8	DSI

LOCATION	EMPLOYEE	DEPARTMENT	TYPE	MAKE	MODEL	SERIAL#	FIXED ASSET #	MONITOR MAKE
Somerset	Hot Spare SRVR RM 1	IT	Computer	Clone				
Somerset	Munao, Phillip	IT	Computer	Dell Optiplex GX400	GX400	BZMZP01	20500	ViewSonic
Somerset	Nadeau, Laurie	IT	Computer	CLONE	CLONE	N/A	50015	ADI ProVista
Somerset	Nadeau, Laurie	IT	Computer	Dell Optiplex GX400	GX400	9125Y01	20464	Dell
Somerset	Nadeau, Laurie	IT	Computer	NORTHGATE PCSP40	NORTHGATE	N/A	50014	WYSE
Somerset	Security	IT	Computer	Dell Optiplex Gs	P-120	88QSZ	20499	DTK
Somerset	SRVR RM 1	IT	switch					
Somerset	SRVR RM 1	IT	switch					
Somerset	SRVR RM 1	IT	switch					
Somerset	SRVR RM 1	IT	switch					
Somerset	SRVR RM 1	IT	switch					
Somerset	SRVR RM 1	IT	switch					
Somerset	SRVR RM 1	IT	switch					
Somerset	SRVR RM 1	IT	switch					
Somerset	SRVR RM 2	IT	switch					
Somerset	KVM1	IT	KVM					
Somerset	KVM2	IT	KVM					
Somerset	TSMAIL07	IT	Server	IBM Netfinity 5000	8659-41Y	23W7633	50174	
Somerset	TSPROXY08	IT	Server	Dell GX150	GX150	C9C1F11	20456	
Somerset	TSSOM02	IT	Server	IBM Netfinity 5000	8659-51Y	23TM128	50177	
Somerset	TSSOM05	IT	Server	IBM Netfinity 5000	8659-71Y	23LP641	50130	

LOCATION	EMPLOYEE	DEPARTMENT	MONITOR MODEL	MONITOR S/N	MONITOR F/A #
Somerset	Hot Spare SRVR RM 1	IT			
Somerset	Munao, Phillip	IT	E771	DH91708490	50042
Somerset	Nadeau, Laurie	IT	CM700	94204FL20312133	50043
Somerset	Nadeau, Laurie	IT	E771P	MX0419TG47801246BI3G	50152
Somerset	Nadeau, Laurie	IT	WY790N	24K11900061	50047
Somerset	Security	IT	CDD1401	C023652	50114
Somerset	SRVR RM 1	IT			
Somerset	SRVR RM 1	IT			
Somerset	SRVR RM 1	IT			
Somerset	SRVR RM 1	IT			
Somerset	SRVR RM 1	IT			
Somerset	SRVR RM 1	IT			
Somerset	SRVR RM 1	IT			
Somerset	SRVR RM 1	IT			
Somerset	SRVR RM 1	IT			
Somerset	SRVR RM 2	IT			
Somerset	KVM1	IT			
Somerset	KVM2	IT			
Somerset	TSMAIL07	IT			
Somerset	TSPROXY08	IT			
Somerset	TSSOM02	IT			
Somerset	TSSOM05	IT			

LOCATION	EMPLOYEE	DEPARTMENT	SWITCH MAKE	SWITCH MODEL	SWITCH S/N	SWITCH F/A#	PRINTER MAKE
Somerset	Hot Spare SRVR RM 1	IT	Intel	ES550T		50188	
Somerset	Munao, Phillip	IT					
Somerset	Nadeau, Phillip	IT					
Somerset	Nadeau, Laurie	IT					
Somerset	Nadeau, Laurie	IT					
Somerset	Security	IT					
Somerset	SRVR RM 1	IT	Intel	510T	SFSW8410141	50138	
Somerset	SRVR RM 1	IT	Intel	510T	Z00592247	50139	
Somerset	SRVR RM 1	IT	Intel	510T	SFSW9144205	50140	
Somerset	SRVR RM 1	IT	Dell Power Connect	5012	B22HSN	50141	
Somerset	SRVR RM 1	IT	CISCO	2600	JAB044981KN	50142	
Somerset	SRVR RM 1	IT	Intel	510T	SFSW9144310	50143	
Somerset	SRVR RM 1	IT	Intel	510T	BASW1124223	50144	
Somerset	SRVR RM 1	IT	Intel	510T	SFSW9481198	50145	
Somerset	SRVR RM 2	IT	Dell Power Connect	5012	Q22HS11	50186	
Somerset	KVM1	IT	keyboard/mouse switches - finance uses 3 of 8 ports, DSI uses 5 of 8				
Somerset	KVM2	IT	keyboard/mouse switches - DSI uses 8 of 8				
Somerset	TSMAIL07	IT	hosts anti-virus				
Somerset	TSPROXY08	IT	file print server				
Somerset	TSSOM02	IT	call tracking / invoices				
Somerset	TSSOM05	IT					

LOCATION	EMPLOYEE	DEPARTMENT	PRINTER MODEL	PRINTER S/N	PRINTER F/A#	UPS MAKE	UPS MODEL	UPS S/N	UPS F/A#
Somerset	Hot Spare SRVR RM 1	IT							
Somerset	Munao, Phillip	IT							
Somerset	Nadeau, Laurie	IT							
Somerset	Nadeau, Laurie	IT							
Somerset	Nadeau, Laurie	IT							
Somerset	Security	IT							
Somerset	SRVR RM 1	IT							
Somerset	SRVR RM 1	IT							
Somerset	SRVR RM 1	IT							
Somerset	SRVR RM 1	IT							
Somerset	SRVR RM 1	IT							
Somerset	SRVR RM 1	IT							
Somerset	SRVR RM 1	IT							
Somerset	SRVR RM 1	IT							
Somerset	SRVR RM 2	IT							
Somerset	KVM1	IT							
Somerset	KVM2	IT							
Somerset	TSMAIL07	IT							
Somerset	TSPROXY08	IT							
Somerset	TSSOM02	IT							
Somerset	TSSOM05	IT							

LOCATION	EMPLOYEE	DEPARTMENT	KVM SWITCH	KVM S/N	KVM F/A#	TAPE DRV MAKE	TAPE DRV MODEL
Somerset	Hot Spare SRVR RM 1	IT					
Somerset	Munao, Phillip	IT					
Somerset	Nadeau, Laurie	IT					
Somerset	Nadeau, Laurie	IT					
Somerset	Nadeau, Laurie	IT					
Somerset	Security	IT					
Somerset	SRVR RM 1	IT					
Somerset	SRVR RM 1	IT					
Somerset	SRVR RM 1	IT					
Somerset	SRVR RM 1	IT					
Somerset	SRVR RM 1	IT					
Somerset	SRVR RM 1	IT					
Somerset	SRVR RM 1	IT					
Somerset	SRVR RM 1	IT					
Somerset	SRVR RM 1	IT					
Somerset	SRVR RM 2	IT					
Somerset	KVM1	IT	Belkin Omniview Pro				
Somerset	KVM2	IT	Belkin Omniview Pro	3023641884	50185		
Somerset	TSMAIL07	IT					
Somerset	TSPROXY08	IT					
Somerset	TSSOM02	IT					
Somerset	TSSOM05	IT					

LOCATION	EMPLOYEE	DEPARTMENT	TAPE DRV S/N	TAPE DRV F/A#
Somerset	Hot Spare SRVR RM 1	IT		
Somerset	Munao, Phillip	IT		
Somerset	Nadeau, Laurie	IT		
Somerset	Nadeau, Laurie	IT		
Somerset	Nadeau, Laurie	IT		
Somerset	Security	IT		
Somerset	SRVR RM 1	IT		
Somerset	SRVR RM 1	IT		
Somerset	SRVR RM 1	IT		
Somerset	SRVR RM 1	IT		
Somerset	SRVR RM 1	IT		
Somerset	SRVR RM 1	IT		
Somerset	SRVR RM 1	IT		
Somerset	SRVR RM 1	IT		
Somerset	SRVR RM 1	IT		
Somerset	SRVR RM 2	IT		
Somerset	KVM1	IT		
Somerset	KVM2	IT		
Somerset	TSMAIL07	IT		
Somerset	TSPROXY08	IT		
Somerset	TSSOM02	IT		
Somerset	TSSOM05	IT		

Financial Information Schedule

Section 4.07

FISCAL YEAR 2002	Q1	Q2	Q3	Q4	FY 2002
	OCT - DEC 2001	JAN - MAR 2002	APR - JUNE 2002	JULY - SEPT 2002	
REVENUE					
REVENUE - PAYROLL PROCESSING	996,465	877,731	939,857	943,539	3,757,592
REVENUE - QTRLY/ANNUAL SVCS	75,302	5,307	32,918	40,176	153,703
REVENUE - W-2 PREPARATION	195,000	(3,658)	0	275	191,617
REVENUE - PROGRAMMING CHARGES	(1,814)	0	0	0	(1,814)
REVENUE - CUSTOMIZED REPORTS	2,376	1,527	2,109	3,028	9,040
REVENUE - COMMISSIONS	0	0	62,700	19,969	82,669
REVENUE - VOUCHER OPERATIONS	153,342	164,739	158,397	164,073	640,551
REVENUE - INTERCO CHECK FEES	1,297	1,024	1,113	1,073	4,507
REVENUE - OTHER MISC CHARGES	24,386	47,132	20,196	24,102	115,816
	0	0	0	0	0
TOTAL REVENUE	1,446,354	1,093,802	1,217,290	1,196,235	4,953,681
COST OF SALES					
COS - GROSS WAGES	246,456	220,184	257,669	243,055	967,364
COS - PAYROLL TAXES	22,877	22,842	24,641	21,445	91,805
COS - WORKERS COMP	6,915	4,982	3,151	1,346	16,394
COS - DELIVERY SERVICES	79,734	92,017	88,798	176,368	436,917
COS - BENEFITS EXPENSE	12,244	15,340	21,028	18,239	66,851
COS - BILLABLE EXPENSES	9,319	725	3,014	668	13,726
COS - XEROX LASER USAGE	8,145	11,825	1,316	10,781	32,067
COS - XEROX LASER MAINT	13,908	14,305	13,908	13,908	56,029
COS - LASER PAPER	9,633	9,124	8,407	8,496	35,660
COS - OTHER FORMS/SUPPLIES	23,054	23,639	16,614	28,886	92,193

COS - PROF LIAB INSURANCE	4,902	4,902	6,054	5,004	20,862
TOTAL COST OF SALES	437,187	419,885	444,600	528,196	1,829,868
TOTAL GROSS PROFIT	1,009,167	673,917	772,690	668,039	3,123,813
GROSS PROFIT %	69.8%	61.6%	63.5%	55.8%	63.1%
EMPLOYEE COSTS					
EMPLOYEE WAGES	88,601	83,258	96,484	88,565	356,908
EMPLOYEE PAYROLL TAXES	5,750	8,707	8,014	7,027	29,498
EMPLOYEE BENEFIT EXPENSES	702	3,701	5,376	5,327	15,106
EMPLOYEE BONUS/INCENTIVES	20,754	17,474	22,042	8,571	68,841
EMPLOYEE W/C EXPENSE	2,337	1,197	309	66	3,909
EMPLOYEE AUTO ALLOWANCE	1,453	1,245	1,453	1,745	5,896
EMPLOYEE TEMP PERSONNEL	0	1,429	540	431	2,400
EMPLOYEE RECRUITING FEES	0	0	2,548	1,941	4,489
EMPLOYEE CONT EDUCATION EXP	1,966	0	0	329	2,295
TOTAL EMPLOYEE COSTS	121,563	117,011	136,766	114,002	489,342
OCCUPANCY COST					
BUILDING RENT EXPENSE	42,902	41,920	42,246	43,383	170,451
BUILDING REPAIRS & MAINT	489	652	1,112	163	2,416
TOTAL OCCUPANCY COST	43,391	42,572	43,358	43,546	172,867
GENERAL & ADMIN					
COLLECTION AGENCY FEES	0	0	0	708	708
TAX SERVICE FEES	(7,548)	(17,600)	25,148	0	0
DUES & SUBSCRIPTIONS	177	377	(519)	1,050	1,085
CHARITABLE CONTRIBUTIONS	200	250	0	0	450
SEMINARS & TRAINING EXPENSE	1,000	0	0	0	1,000
SPECIAL EMPLOYEE EVENTS	280	85	0	733	1,098
TRAVEL EXPENSES	498	513	711	919	2,641
MEALS EXPENSE	0	65	1,226	90	1,381
HOTEL EXPENSE	492	0	138	479	1,109
AUTO MILEAGE EXPENSE	781	624	1,014	1,375	3,794
AUTO RENTAL EXPENSE	191	0	0	383	574
PARKING EXPENSE	20	125	55	300	500
PAYROLL SERVICES	0	4,231	0	0	4,231
CHECK PROCESSING EXPENSE	0	0	24	26	50
SOFTWARE EXPENSE	8,301	2,297	12,657	10,054	33,309
COMPUTER SUPPLIES EXPENSE	0	0	371	528	899
NETWORK CHARGES	1,992	1,285	679	1,422	5,378
COPIER MAINTENANCE EXPENSE	73	0	290	0	363
OFFICE SUPPLIES EXPENSE	5,763	13,949	5,778	9,467	34,957
OFFICE EQUIPMENT LEASES	3,036	2,440	2,496	3,114	11,086
OFFICE EQUIP MAINTENANCE	1,640	1,752	1,995	2,146	7,533
POSTAGE EXPENSE	15,004	18,237	16,667	(49,574)	334
DELIVERY EXPENSE	359	1,323	1,133	274	3,089
OVERNIGHT EXPENSE	48	114	18	86	266
TELEPHONE EXPENSE	11,737	8,073	11,242	10,234	41,286
BANK FEES	0	0	465	30	495
LATE CHARGES	0	0	25	(25)	0
BAD DEBT EXPENSE	9,000	9,000	(52,425)	(3,146)	(37,571)
MISC. G & A EXPENSES	2,782	1,951	203	809	5,745
TOTAL GENERAL & ADMIN	55,826	49,091	29,391	(8,518)	125,790
NEW BUSINESS EXP					
SALES EMPLOYEE WAGES	22,184	20,042	23,655	25,953	91,834
SALES PAYROLL TAXES	1,850	5,839	4,323	2,322	14,334
SALES BENEFIT INSURANCE	255	255	(50)	1,089	1,549
SALES COMMISSIONS	30,668	31,865	27,157	26,946	116,636
SALES WORKERS COMP EXPENSE	1,204	1,201	734	433	3,572
SALES AUTO ALLOWANCES	4,130	3,294	4,259	3,775	15,458
ADVERTISING EXPENSE	1,006	839	3,301	5,503	10,649
DUES AND SUBSCRIPTIONS	1,120	840	653	373	2,986
OUTSIDE TELEMARKETING EXP	0	0	236	0	236
TRADE SHOW EXPENSE	0	400	0	1,397	1,797
TRAVEL EXPENSE	178	0	0	29	207
ENTERTAINMENT EXPENSE	30	0	21	0	51
MEALS-REGULAR	0	0	20	62	82
PARKING EXPENSE	213	61	513	51	838
OFFICE SUPPLIES & STATIONARY	0	0	142	66	208
OFFICE EQUIPT MAINTENANCE	0	0	40	0	40
POSTAGE EXPENSE	149	24	110	201	484
DELIVERY EXPENSE	8	0	50	207	265
OVERNIGHT EXPENSE	249	179	390	194	1,012
TELEPHONE EXPENSE	963	558	1,376	749	3,646
CELL PHONE/PAGER EXPENSE	195	64	264	180	703
RAM ALLOCATION	0	0	0	0	0
TOTAL NEW BUSINESS EXP	64,402	65,461	67,194	69,530	266,587
TOTAL S G & A	285,182	274,135	276,709	218,560	1,054,586
DEPR & AMORT EXP	0	0	0	0	0
DEPREC EXP - FURNITURE & EQUIP	906	906	906	941	3,659
DEPREC EXP - TELEPHONE EQUIP	333	333	333	946	1,945
DEPREC EXP - COMPUTER EQUIP	261	261	261	697	1,480
DEPREC EXP - 3RD PTY SOFTWARE	1,590	1,590	1,590	330	5,100
TOTAL DEPR & AMORT	3,090	3,090	3,090	2,914	12,184
TOTAL INC FROM OPS	720,895	396,692	492,891	446,565	2,057,043

FISCAL YEAR 2003

	Q1 OCT - DEC 2002	Q2 JAN - MAR 2003	Q3 APR - JUNE 2003	Q4 JULY - SEPT 2003	FY 2003
REVENUE					
REVENUE - PAYROLL PROCESSING	973,056	849,412	938,859	967,131	3,728,458
REVENUE - QTRLY/ANNUAL SVCS	60,925	26,748	31,905	40,114	159,692
REVENUE - W-2 PREPARATION	190,000	21,144	0	0	211,144
REVENUE - CUSTOMIZED REPORTS	(478)	478	0	0	0
REVENUE - COMMISSIONS	16,158	13,999	32,550	16,455	79,162
REVENUE - VOUCHER OPERATIONS	162,358	181,409	56,006	0	399,773
REVENUE - INTERCO CHECK FEES	1,099	0	1,338	397	2,834
REVENUE - OTHER MISC CHARGES	20,355	41,849	27,267	18,308	107,779
TOTAL REVENUE	1,423,473	1,135,039	1,087,925	1,042,405	4,688,842
COST OF SALES					
COS - GROSS WAGES	236,334	224,843	209,716	223,959	894,852
COS - PAYROLL TAXES	21,983	22,748	19,024	18,426	82,181
COS - WORKERS COMP	1,339	651	654	501	3,145
COS - DELIVERY SERVICES	116,731	100,548	84,643	89,262	391,184
COS - BENEFITS EXPENSE	19,447	18,523	20,037	15,988	73,995

COS - BILLABLE EXPENSES	3,051	17,866	1,121	738	22,776
COS - XEROX LASER USAGE	7,918	8,304	4,914	7,526	28,662
COS - XEROX LASER MAINT	13,908	14,856	13,911	13,908	56,583
COS - LASER PAPER	7,434	9,100	6,372	10,069	32,975
COS - OTHER FORMS/SUPPLIES	35,133	29,958	20,964	20,809	106,864
COS - PROF LIAB INSURANCE	5,004	5,004	2,218	0	12,226
COS - OTHER MISC EXPENSE	0	0	130	307	437
TOTAL COST OF SALES	468,282	452,401	383,704	401,493	1,705,880
TOTAL GROSS PROFIT	955,191	682,638	704,221	640,912	2,982,962
GROSS PROFIT %	67.1%	60.1%	64.7%	61.5%	63.6%
EMPLOYEE COSTS					
EMPLOYEE WAGES	129,879	141,809	128,226	85,663	485,577
EMPLOYEE PAYROLL TAXES	11,380	13,282	10,733	7,740	43,135
EMPLOYEE BENEFIT EXPENSES	11,845	12,156	(10,625)	1,503	14,879
EMPLOYEE BONUS/INCENTIVES	23,462	16,443	16,927	14,314	71,146
EMPLOYEE W/C EXPENSE	130	447	403	416	1,396
EMPLOYEE AUTO ALLOWANCE	1,803	1,131	1,283	831	5,048
EMPLOYEE RECRUITING FEES	396	1,558	0	833	2,787
EMPLOYEE CONT EDUCATION EXP	0	0	0	1,049	1,049
EMPLOYEE FORGIVENESS OF DEBT	0	0	20,520	4,860	25,380
TOTAL EMPLOYEE COSTS	178,895	186,826	167,467	117,209	650,397
OCCUPANCY COST					
BUILDING RENT EXPENSE	42,753	44,120	42,753	45,333	174,959
UTILITIES EXPENSE	0	4,800	3,375	3,000	11,175
BUILDING REPAIRS & MAINT	479	122	586	553	1,740
TOTAL OCCUPANCY COST	43,232	49,042	46,714	48,886	187,874
GENERAL & ADMIN					
COLLECTION AGENCY FEES	0	0	0	1,432	1,432
DUES & SUBSCRIPTIONS	0	1,530	164	249	1,943
SEMINARS & TRAINING EXPENSE	0	0	0	334	334
SPECIAL EMPLOYEE EVENTS	662	648	429	1,052	2,791
TRAVEL EXPENSES	108	1,193	1,385	25	2,711
ENTERTAINMENT EXPENSE	0	62	26	0	88
MEALS EXPENSE	93	260	28	258	639
HOTEL EXPENSE	0	325	198	55	578
AUTO MILEAGE EXPENSE	729	773	647	422	2,571
AUTO RENTAL EXPENSE	0	115	0	0	115
PARKING EXPENSE	0	169	0	219	388
CHECK PROCESSING EXPENSE	29	0	12	0	41
SOFTWARE EXPENSE	19,902	9,436	20,246	16,749	66,333
HARDWARE EXPENSE	1,147	1,283	0	0	2,430
COMPUTER SUPPLIES EXPENSE	0	779	0	0	779
NETWORK CHARGES	2,130	2,517	2,043	2,139	8,829
COPIER MAINTENANCE EXPENSE	146	73	146	73	438
OFFICE SUPPLIES EXPENSE	3,729	4,411	545	190	8,875
OFFICE EQUIPMENT LEASES	1,317	1,983	1,785	3,878	8,963
OFFICE EQUIP MAINTENANCE	5,586	5,284	510	1,179	12,559
POSTAGE EXPENSE	1,000	1,333	667	0	3,000
DELIVERY EXPENSE	273	238	113	0	624
OVERNIGHT EXPENSE	9	200	62	908	1,179
TELEPHONE EXPENSE	10,300	10,191	9,835	8,697	39,023
BANK FEES	0	0	102	0	102
LATE CHARGES	0	30	0	0	30
BAD DEBT EXPENSE	25,012	(4,155)	44,566	7,311	72,734
MISC. G & A EXPENSES	2,204	1,001	522	312	4,039
TOTAL GENERAL & ADMIN	74,376	39,679	84,031	45,482	243,568
NEW BUSINESS EXP					
SALES EMPLOYEE WAGES	27,536	28,826	29,537	30,249	116,148
SALES PAYROLL TAXES	2,405	6,211	4,721	3,185	16,522
SALES BENEFIT INSURANCE	1,244	1,264	1,272	2,394	6,174
SALES BONUSES/INCENTIVES	28,077	32,532	27,813	24,804	113,226
SALES COMMISSIONS	0	0	1,560	0	1,560
SALES WORKERS COMP EXPENSE	464	416	312	298	1,490
SALES AUTO ALLOWANCES	5,031	4,615	5,476	4,569	19,691
1099 COMMISSIONS	0	0	581	1,720	2,301
RECRUITING FEES	715	0	0	0	715
ADVERTISING EXPENSE	2,417	2,798	1,301	27	6,543
DUES AND SUBSCRIPTIONS	1,760	1,601	0	1,155	4,516
TRADE SHOW EXPENSE	795	1,334	3,882	3,045	9,056
TRAVEL EXPENSE	25	43	703	0	771
ENTERTAINMENT EXPENSE	0	0	0	86	86
MEALS-REGULAR	0	0	114	90	204
HOTEL EXPENSE	0	0	1,049	605	1,654
AUTO MILEAGE EXPENSE	0	0	94	439	533
PARKING EXPENSE	6	32	110	145	293
OFFICE SUPPLIES & STATIONARY	250	2,538	740	315	3,843
POSTAGE EXPENSE	542	87	23	157	809
DELIVERY EXPENSE	42	33	605	193	873
OVERNIGHT EXPENSE	253	331	210	360	1,154
TELEPHONE EXPENSE	722	880	734	978	3,314
CELL PHONE/PAGER EXPENSE	134	0	0	0	134
OTHER MISC SALES EXP	0	0	0	0	0
TOTAL NEW BUSINESS EXP	72,418	83,541	80,837	74,814	311,610
TOTAL S G & A	368,921	359,088	379,049	286,391	1,393,449
DEPR & AMORT EXP					
DEPREC EXP - FURNITURE & EQUIP	912	912	913	912	3,649
DEPREC EXP - TELEPHONE EQUIP	976	975	741	732	3,424
DEPREC EXP - CAPITAL LEASE	18	18	6	0	42
DEPREC EXP - COMPUTER EQUIP	603	525	518	519	2,165
DEPREC EXP - LEASEHOLD IMPR	0	0	21	30	51
DEPREC EXP - 3RD PTY SOFTWARE	0	0	12	18	30
TOTAL DEPR & AMORT	2,509	2,430	2,211	2,211	9,361
TOTAL INC FROM OPS	583,761	321,120	322,961	352,310	1,580,152

FISCAL YEAR 2004	Q1 OCT - DEC 2003	Q2 JAN - MAR 2004	Q3 APR - JUNE 2004	Q4 JULY - SEPT 2004	FY 2004
REVENUE					
REVENUE - PAYROLL PROCESSING	1,012,507	878,261	963,030	982,959	3,836,757
REVENUE - QTRLY/ANNUAL SVCS	58,059	28,093	32,501	42,040	160,693
REVENUE - W-2 PREPARATION	185,000	45,832	0	0	230,832
REVENUE - COMMISSIONS	12,628	11,743	36,470	13,635	74,476

REVENUE					
REVENUE - PAYROLL PROCESSING	973,580	883,017	988,328	1,065,317	3,910,242
REVENUE - QTRLY/ANNUAL SVCS	60,377	286,945	34,767	45,816	427,905
REVENUE - W-2 PREPARATION	227,500	(227,500)	0	100	100
REVENUE - COMMISSIONS	14,180	45,418	22,482	21,963	104,043
REVENUE - OTHER MISC CHARGES	28,438	56,988	43,493	54,053	182,972
TOTAL REVENUE	1,304,075	1,044,868	1,089,070	1,187,249	4,625,262
COST OF SALES					
COS - GROSS WAGES	229,982	222,028	227,049	244,883	923,942
COS - PAYROLL TAXES	23,354	22,581	22,926	23,619	92,480
COS - WORKERS COMP	930	705	3,043	3,227	7,905
COS - DELIVERY SERVICES	85,423	95,568	90,187	86,611	357,789
COS - BENEFITS EXPENSE	17,457	20,389	18,758	19,092	75,696
COS - BILLABLE EXPENSES	113	870	1,016	1,079	3,078
COS - XEROX LASER USAGE	0	6,698	3,315	3,034	13,047
COS - XEROX LASER MAINT	(15,568)	524	985	1,008	(13,051)
COS - LASER PAPER	9,240	9,371	6,575	8,438	33,624
COS - OTHER FORMS/SUPPLIES	34,889	22,642	22,577	22,858	102,966
COS - OTHER MISC EXPENSE	312	86	269	268	935
TOTAL COST OF SALES	386,132	401,462	396,700	414,117	1,598,411
TOTAL GROSS PROFIT	917,943	643,406	692,370	773,132	3,026,851
GROSS PROFIT %	201	183	189	195	769
EMPLOYEE COSTS	0	0	0	0	0
EMPLOYEE WAGES	62,248	66,811	61,798	61,892	252,749
EMPLOYEE PAYROLL TAXES	3,976	6,609	4,751	4,783	20,119
EMPLOYEE BENEFIT EXPENSES	1,800	3,575	3,579	3,586	12,540
EMPLOYEE BONUS/INCENTIVES	34,238	19,096	19,034	17,699	90,067
EMPLOYEE W/C EXPENSE	335	183	754	749	2,021
EMPLOYEE REFERRAL BONUS	17	0	0	0	17
TOTAL EMPLOYEE COSTS	102,614	96,274	89,916	88,709	377,513
OCCUPANCY COST	0	0	0	0	0
BUILDING RENT EXPENSE	24,000	24,000	24,000	24,000	96,000
UTILITIES EXPENSE	0	225	1,875	9,675	11,775
BUILDING REPAIRS & MAINT	1,527	524	550	1,344	3,945
TOTAL OCCUPANCY COST	25,527	24,749	26,425	35,019	111,720
GENERAL & ADMIN	0	0	0	0	0
GEN LIABILITY/PROPERTY INS	0	150	0	0	150
CONSULTING FEES	22,485	20,883	21,490	3,280	68,138
PROFESSIONAL FEES	1,238	1,823	0	0	3,061
COLLECTION AGENCY FEES	0	0	0	199	199
LICENSES/PERMITS/FEES	100	125	262	16	503
PROPERTY TAXES	221	0	0	0	221
DUES & SUBSCRIPTIONS	1,270	1,196	165	1,152	3,783
G&A ADVERTISING EXPENSE	1,563	0	744	0	2,307
SEMINARS & TRAINING EXPENSE	250	0	0	389	639
SPECIAL EMPLOYEE EVENTS	1,874	247	97	350	2,568
TRAVEL EXPENSES	1,649	0	0	182	1,831
ENTERTAINMENT EXPENSE	18	0	0	0	18
MEALS EXPENSE	231	70	132	224	657
HOTEL EXPENSE	264	250	0	0	514
AUTO MILEAGE EXPENSE	646	205	862	1,795	3,508
AUTO RENTAL EXPENSE	79	0	0	0	79
PARKING EXPENSE	35	0	34	0	69
OFFSITE STORAGE	0	0	763	3,264	4,027
SOFTWARE EXPENSE	10,803	7,343	6,933	7,002	32,081
HARDWARE EXPENSE	0	0	0	38	38
COMPUTER SUPPLIES EXPENSE	67	15	170	416	668
IT MAINTENANCE AGMTS	2,308	0	0	3,039	5,347
NETWORK CHARGES	4,363	2,986	2,842	2,287	12,478
COPIER MAINTENANCE EXPENSE	400	0	0	0	400
OFFICE SUPPLIES EXPENSE	1,718	1,392	890	1,520	5,520
STATIONARY SUPPLIES	0	0	0	599	599
OFFICE EQUIPMENT LEASES	2,972	3,479	2,600	2,497	11,548
OFFICE EQUIP MAINTENANCE	2,368	3,295	1,478	2,049	9,190
POSTAGE EXPENSE	1,000	951	2,000	996	4,947
DELIVERY EXPENSE	0	1,309	0	0	1,309
OVERNIGHT EXPENSE	564	265	411	263	1,503
TELEPHONE EXPENSE	5,695	4,237	3,822	5,965	19,719
CELL PHONE/PAGER EXPENSE	0	61	0	0	61
BAD DEBT EXPENSE	9,000	(3,322)	19,267	(6,227)	18,718
MISC. G & A EXPENSES	2,185	1,710	2,190	120	6,205
TOTAL GENERAL & ADMIN	75,366	48,670	67,152	31,415	222,603
NEW BUSINESS EXP	0	0	0	0	0
SALES EMPLOYEE WAGES	52,096	37,117	38,354	74,777	202,344
SALES PAYROLL TAXES	5,043	8,081	6,535	8,480	28,139
SALES BENEFIT INSURANCE	3,021	3,124	2,286	4,325	12,756
SALES BONUSES/INCENTIVES	29,749	35,130	37,800	40,425	143,104
SALES WORKERS COMP EXPENSE	765	607	832	1,424	3,628
SALES AUTO ALLOWANCES	8,561	5,724	5,793	9,716	29,794
1099 COMMISSIONS	6,537	6,662	6,548	7,701	27,448
PROFESSIONAL FEES	0	9,080	18,883	0	27,963
RECRUITING FEES	0	0	497	0	497
ADVERTISING EXPENSE	1,896	3,054	2,023	4,854	11,827
DUES AND SUBSCRIPTIONS	20	0	1,640	0	1,660
OUTSIDE TELEMARKETING EXP	80	1,500	1,825	1,450	4,855
DIRECT MAILING	0	0	2,594	1,503	4,097
BROCHURE MATERIAL	0	0	0	2,546	2,546
PROMOTIONAL MATERIAL	0	0	5,921	1,381	7,302
TRADE SHOW EXPENSE	0	750	425	936	2,111
TRAVEL EXPENSE	569	505	90	475	1,639
ENTERTAINMENT EXPENSE	170	286	0	360	816
MEALS-REGULAR	41	0	0	85	126
HOTEL EXPENSE	637	0	0	0	637
PARKING EXPENSE	148	51	85	197	481
OFFICE SUPPLIES & STATIONARY	387	586	481	1,208	2,662
POSTAGE EXPENSE	112	39	1,590	3,024	4,765
DELIVERY EXPENSE	0	0	61	0	61
OVERNIGHT EXPENSE	1,083	640	529	566	2,818
TELEPHONE EXPENSE	174	207	169	383	933
CELL PHONE/PAGER EXPENSE	1,372	1,188	844	1,206	4,610
OTHER MISC SALES EXP	422	18	246	18	704
TOTAL NEW BUSINESS EXP	112,883	114,349	136,051	167,040	530,323
TOTAL S G & A	316,390	284,042	319,544	322,183	1,242,159
DEPR & AMORT EXP	0	0	0	0	0
DEPREC EXP - TELEPHONE EQUIP	0	0	1,513	753	2,266
DEPREC EXP - CAPITAL LEASE	0	77,078	(38,539)	0	38,539
DEPREC EXP - COMPUTER EQUIP	0	0	0	93	93
DEPREC EXP - LEASEHOLD IMPR	0	0	12,846	12,846	25,692
DEPREC EXP - INTERNAL SOFTWARE	16,869	16,869	17,369	17,619	68,726
TOTAL DEPR & AMORT	16,869	93,947	(6,811)	31,311	135,316
TOTAL INC FROM OPS	584,684	265,417	379,637	419,638	1,649,376

SUMMARY BALANCE SHEET	AS OF 9/30/03	AS OF 9/30/04	AS OF 9/30/05	AS OF 12/31/05
Cash	\$ --	\$ --	\$ --	\$ --
AR	537	582	580	877
Other Current Assets	12	14	9	30
Total Current Assets	550	596	589	907
Net Fixed Assets	337	259	397	368
TOTAL ASSETS	\$ 887	\$ 855	\$ 986	\$ 1,275
Leases Payable	\$ --	\$ --	\$ 50	\$ 50
Accrued Payroll	67	79	31	64
AP	148	136	59	66
Accrued Expenses & Other Current	69	75	94	46
Current Liabilities	284	289	235	226
Capital Leases	--	--	148	135
Other Long Term	--	--	--	--
Total Liabilities	284	289	382	361
Equity	603	566	603	915
TOTAL LIABILITIES & EQUITY	\$ 887	\$ 855	\$ 986	\$ 1,275

Intellectual Property Schedule

Sections 2.01; 4.13

INTELLECTUAL PROPERTY SCHEDULE

INTELLECTUAL PROPERTY OWNED BY SELLER

TYPE	REG. NO.	COVERS	EFFECTIVE	TERM
Service Mark	2,761,339	DSI Payroll Services	9/9/2003	10 years
Domain Name		www.dsipayrollservices.com	1/9/2003	annual
Domain Name		www.digitalsolutions.com	7/10/1996	annual
DSI Email		All DSI email addresses, employee email boxes and all contents therein.		
Customer List		(included in the Customer Schedule)		
Proprietary Software		Payroll, quarterly, WIP, A/P, G/L, joint industry board, report writer, web remote, and various operational systems, all Source Code related to the foregoing and all written manuals or other materials relating to the foregoing.		
Marketing Materials		All brochures, catalogues, and other marketing materials used in the Business.		
Written Materials		All written materials relating to the Business, including, for example, manuals and policies.		
Website		All contents.		
Other Copyrights		All copyrights to materials relating to the Business (whether or not registered with the United States copyright office).		
Miscellaneous		Virtual machines (VMWare software files) created by Seller for DSI's disaster recovery plan; all phone and fax numbers used in the Business.		

General Contracts Schedule

Sections 2.01; 4.06

NAME	EFFECTIVE DATE	TYPE
Ceridian Corporation 3311 East Old Shakopee Road Minneapolis, MN 55425	2/26/2004	Third Party Processor Remarketer Agreement

Ceridian Tax Service, Inc.	4/20/2006	Tax Filing Remarketing Agreement
Ceridian Corporation	4/20/2006	Addendum to Third Party Processor Remarketer Agreement and Tax Filing Remarketing Agreement
Patterson Smith Associates, LLC 530 Fifth Ave., 14th Floor New York, NY 10036	8/1/2005	Terminated as of May 25, 2006
Directo, Inc. 3091 Governors Lake Drive Suite 300 Norcross, GA 30071	2/1/2004	Terminated as of May 25, 2006

Insurance Schedule

Sections 4.15

TEAMSTAFF INSURANCE SCHEDULE

COVERAGE	CARRIER	POLICY#	DATES
Workers Compensation	Zurich- Cedar Hill		4/1/06-07
General Liability non-Rx	Pacific Indemnity	3582-56-01 LIO	5/10/05 - 5/20/06
Package - Business Auto	Pacific Indemnity	same	5/10/05 - 5/20/06
Package - Property	Pacific Indemnity	same	5/10/05 - 5/20/06
Umbrella	National Union (AIG)		5/10/05 - 5/20/06
E & O Payroll Services	Lexington (AIG)	1154943	5/10/05-5/20/06
Fiduciary	Zurich	FLC5336102-00	5/20/05 - 5/20/06
EPLi	Chubb	6800-8576	5/15/05 - 5/20/06
D & O	Zurich		4/28/05 - 5/20/06
Excess D & O	Hartford		4/28/05 - 5/20/06
Excess D & O Side A Only	Admiral		4/28/05 - 5/20/06
Crime	Zurich	FID 533651600	4/20/04-07
Internet Liability E&O	AIG Specialty	3488776	10/1/05-06
Healthcare E & O	Arch		11/21/05 - 11/21/06
General Liability Rx Only	arch		

COVERAGE	PREMIUM	LIMITS	DEDUCTIBLE
Workers Compensation	\$690,000	Stat \$1,000,000	none
General Liability non-Rx	\$32,721 incl taxes	\$2,000,000 AGG \$1,000,000 OCC \$5,000 Med Pay \$1,000,000 EBL	\$0
Package - Business Auto	Incl.	\$1,000,000 Any Auto \$1,000,000 UN/UIM \$10,000 Med Pay	\$0
Package - Property	incl		\$5,000 All Risk \$25,000 Flood \$25,000 EQ

Umbrella	\$45,000 Plus \$112.82 S/L Tax	\$10,000,000	\$10,000 SIR
E & O Payroll Services	\$51,367 Plus \$1,597 S/L Tax	\$1,000,000	
Fiduciary	\$9,500	\$1,000,000	\$25,000
EPLi	\$26,325	\$1,000,000	\$50,000
D & O	\$212,000	\$10,000,000	\$500,000
Excess D& O	\$169,600	\$10,000,000	
Excess D & O Side A Only	\$74,200	\$5,000,000	
Crime	\$7,767	\$1,000,000	\$25,000
Internet Liability E&O	\$14,665	\$1,000,00	\$25,000
Healthcare E & O	\$310,486 \$16,000 SL Tax	\$2,000,000 occ \$5,000,000 agg	\$50,000
General Liability Rx Only	Included above	\$2,000,000 AGG \$1,000,000 OCC \$5,000 Med Pay \$1,000,000 EBL	

Leased Property Schedule Sections 2.01, 4.07

TYPE OF LEASE	VENDOR	START DATE	TERM (# OF MONTHS)	MONTHLY PAYMENT	ALLOCATED
INCLUDED:					
Capital	Xerox	07/01/04	60	\$900	
Capital	Xerox	07/01/04	60	\$3,832	

TYPE OF LEASE	EQUIPMENT	DESCRIPTION
INCLUDED:		
Capital	DPCNTRL-3 CNTRL DP2K100-135 1)DP100PPM 1) DP2KLPS	software to configure printer
Capital	DP2K100MC DOCUPRINT 100 MICR 1)DP2KSWI	printer

AUTHORIZATION SCHEDULE ss.ss. 3.01, 4.05

The following consents of third parties are required in connection with the transactions provided for in the Asset Purchase Agreement:

1. The consent of I&G Garden State, LLC, as successor landlord to WHATR Real Estate Limited Partnership, is required for the sublease of space to Buyer at 300 Atrium Drive pursuant to a Lease dated as of May 30, 1997 between Seller and WHATR Real Estate Limited Partnership.
2. The consent of PNC Bank as lender to Seller is required with respect to the proposed sale of the Assets by Seller pursuant to a Revolving Credit Facility between PNC Bank and the Seller dated as of June 8, 2005 and amended as of October 10, 2005 and February 13, 2006.
3. The consent of Xerox Corporation is required for the assignment of the Lease to Buyer.

Scheduled Employees Sections 4.18

COMPANY	DEPARTMENT	LAST NAME	FIRST NAME	PART TIME
80	840	Boyd-Ohai	Margaret	PT
80	811	Charles	Kathleen Z	
80	813	Chin	Arnold	
80	840	Cicero	Maryanne	PT
80	830	Cullen	Joan	
80	814	Edwards	Gail	
80	830	Fischer	Shirley	
80	860	Fort	Oreen	
80	813	Frank	Tonia	PT
80	860	Kraemer	Theresa	
80	814	Levine	Stephen	
80	860	McQueeney	Debby	PT
80	814	Michell	Christine	
80	910	Munao	Philip	
80	812	Nadeau	Laurie	
80	840	Noll	Clare	
80	813	Patel	Paresh	
80	840	Pavlick	Marilyn	PT
80	840	Qualls	Angela	
80	830	Raab	Madeline	
80	830	Raab	Nicola	Temp
80	811	Scarpa	Linda	
80	813	Scheigel	Edward	
80	814	Skibbee	Sharon	
80	930	Tener	Eileen	
80	830	Tomaiko	Gary	
80	840	Tracy	Joyce	PT
80	813	Viera	Luis	
80	830	Waskis	Tammy	
80	840	White	Donovan	
80	830	Williams	Gerard	
80	813	Wilson	Michael	PT

RELATED PARTY TRANSACTIONS ss. 4.21

Marketing Agreement with Directo, Inc., dated as of February 1, 2004. T. Stephen Johnson, Chairman of the Board of TeamStaff is also the Chairman of Directo, Inc. This Agreement has been terminated effective as of May 25, 2006.

LICENSES ss.4.14

None.

Governmental Consents Section 5.04

None

FOR IMMEDIATE RELEASE

CONTACTS:

Rick Filippelli, Chief Financial Officer
TEAMSTAFF, INC.
300 Atrium Drive
Somerset, NJ 08873

Donald C. Weinberger
WOLFE AXELROD WEINBERGER
ASSOCIATES, LLC
212-370-4500
don@wolfeaxelrod.com

732-748-1700
rick.filippelli@teamstaff.com

Kathey S. Palmer
Vice President, Marketing and Business Development
COMPUPAY, INC.
318 Seaboard Lane
Franklin, TN 37067
615-591-3756
katheypalmer@compupay.com

TEAMSTAFF REPORTS SALE OF ITS PAYROLL DIVISION TO COMPUPAY FOR \$9.0

MILLION SOMERSET, NJ - MAY 31, 2006 - TEAMSTAFF, INC. (NASDAQ: TSTF), a national provider of healthcare staffing today announced the sale of its payroll division, DSi Payroll Services, for \$9.0 million to CompuPay, Inc. The general terms of the transaction are an all-cash sale for \$9,000,000, subject to an escrow of \$250,000 for certain post-closing contingencies. The agreement is for the sale of substantially all of the assets of DSi Payroll Services, and also includes a transition agreement whereby CompuPay will sublease certain office space at DSi's current location from TeamStaff, Inc., among other standard agreements.

Commenting on the sale of the assets of DSi by TeamStaff, T. Kent Smith, TeamStaff's President and CEO stated, "We are pleased to have completed this transaction with CompuPay, a leading national payroll and tax services provider. We believe that CompuPay will continue to serve DSi's clients to the highest standards." Mr. Smith continued, "The sale of DSi will enable TeamStaff to pursue opportunities more closely related to its core staffing businesses. In the short term, the proceeds will be used to pay down our line of credit with PNC and to bolster our working capital."

CompuPay CEO and President Charlie Lathrop stated, "The acquisition of DSi greatly expands our presence in the tri-state region of NY, CT and NJ and allows us to offer the specialized calculations and reporting associated with certified and union payrolls to clients across the country." Mr. Lathrop added, "We are pleased that substantially all of the DSi employees will be joining the CompuPay team, ensuring the continuity of service for the DSi clients."

- MORE -

About TeamStaff, Inc.

Headquartered in Somerset, New Jersey, TEAMSTAFF serves clients and their employees throughout the United States as a full-service provider of medical staffing services. TeamStaff is a leading provider of nursing and allied healthcare professionals and operates through three medical staffing units. TeamStaff's RS Staffing subsidiary specializes in providing medical and office administration/technical professionals through nationwide schedule contracts with both the General Services Administration and Veterans Affairs. The TeamStaff Rx subsidiary operates throughout the US and specializes in the supply of allied medical employees and nurses, especially "travel" staff (typically 13 week assignments). TeamStaff's Nursing Innovations unit provides travel nursing, per diem nursing, temporary-to-permanent nursing and permanent nursing placement services. For more information, visit the TeamStaff web site at www.teamstaff.com.

About CompuPay, Inc.

CompuPay, Inc. was founded in 1980 and today is the largest privately-held payroll company in the U.S. and among the top five overall. Its growing network of local offices processes payroll for thousands of companies ranging in size from one to over 10,000 employees in all 50 states. The company offers comprehensive payroll and employer-related services to clients seeking highly flexible, innovative solutions to meet their growing business needs. For more information, visit the CompuPay web site at www.compupay.com.

This press release contains "forward-looking statements" as defined by the Federal Securities Laws. TeamStaff's actual results could differ materially from those described in such forward-looking statements as a result of certain risk factors and uncertainties, including but not limited to: our ability to continue to recruit qualified temporary and permanent healthcare professionals and administrative staff at reasonable costs; our ability to retain qualified temporary healthcare professionals and administrative staff for multiple assignments at reasonable costs; our ability to attract and retain sales and operational personnel; our ability to enter into contracts with hospitals, healthcare facility clients, affiliated healthcare networks, physician practice groups and the United States government on terms attractive to us and to secure orders related to those contracts; our ability to demonstrate the value of our services to our healthcare and other facility clients; changes in the timing of hospital, healthcare facility clients', physician practice groups' and U.S. Government orders for and our placement of temporary and permanent healthcare professionals and administrative staff; the general level of patient occupancy at our hospital, healthcare facility clients' and physician practice groups' facilities; the overall level of demand for services offered by temporary and permanent healthcare staffing providers; the ability of our hospital, healthcare facility and physician practice group clients to retain and increase the productivity of their permanent staff; the variation in pricing of the healthcare facility contracts under which we place temporary and permanent healthcare professionals; our ability to successfully implement our strategic growth, acquisition and integration strategies; our ability to successfully integrate completed acquisitions into our current operations; our ability to manage growth effectively; our ability to leverage our cost structure; the performance of our management information and communication systems; the effect of existing or future government legislation and regulation; our ability to grow and operate our business in compliance with these legislation and regulations; the impact of medical malpractice and other claims asserted against us; the disruption or adverse impact to our business as a result of a terrorist attack; our ability to carry out our business strategy; the loss of key officers and management personnel that could adversely affect our ability to remain competitive; other regulatory and tax developments; the effect of recognition by us of an impairment to goodwill; the effect of adjustments by us to accruals for self-insured retentions and other one-time events and other important factors disclosed previously and from time-to-time in TeamStaff's filings with the U.S. Securities Exchange Commission. These factors are described in further detail in TeamStaff's filings with the U.S. Securities and Exchange Commission. The information in this release should be considered accurate only as of the date of the release. TeamStaff expressly disclaims any current intention to update any forecasts, estimates or other forward-looking statements contained in this press release.

"Safe Harbor" Statement under the Private Securities Litigation Reform Act of 1995: Statements in this press release regarding TeamStaff, Inc.'s business which are not historical facts are "forward-looking statements" that involve risks and uncertainties. For a discussion of such risks and uncertainties which could cause actual results to differ from those contained in the forward-looking statements, see "Risk Factors" in the Company's Annual Report or Form 10-K for the most recently ended fiscal year.

###