

PROMISSORY NOTE

\$19,200,000

Dallas, Texas

June 30, 2011

FOR VALUE RECEIVED and WITHOUT GRACE, the undersigned ("Borrower") promises to pay to the order of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION ("Lender"), at the banking quarters of Texas Capital Bank, N.A., in Dallas, Dallas County, Texas, the amount of Nineteen Million Two Hundred Thousand and No/100 Dollars (\$19,200,000.00), or so much thereof as may be advanced and be outstanding under this Note pursuant to the Credit Agreement dated of even date herewith by and among Borrower, the Administrative Agent, the Lender and certain other lenders (as amended, restated, or supplemented from time to time, the "Credit Agreement"), together with interest at the rates and calculated as provided in the Credit Agreement.

Reference is hereby made to the Credit Agreement for matters governed thereby, including, without limitation, certain events which will entitle the holder hereof to accelerate the maturity of all amounts due hereunder. Capitalized terms used but not defined in this Note shall have the meanings assigned to such terms in the Credit Agreement.

The date and amount, interest rate, Interest Period and maturity of each Loan made by the Lender to the Borrower, and each payment made on account of the principal thereof, shall be recorded by the Lender on its books and, prior to any transfer of this Note, may be endorsed by the Lender on the schedules attached hereto or any continuation thereof or on any separate record maintained by the Lender. Failure to make any such notation or to attach a schedule shall not affect any Lender's or the Borrower's rights or obligations in respect of such Loans or affect the validity of such transfer by any Lender of this Note.

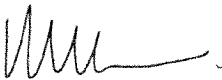
This Note is issued pursuant to and shall be governed by the Credit Agreement and the holder of the Note shall be entitled to the benefits of the Credit Agreement. This Note shall finally mature on the Maturity Date.

Without being limited thereto or thereby, this Note is secured by the Security Documents.

The Borrower, and each surety, endorser, guarantor, and other party ever liable for payment of any sums of money payable on this Note, jointly and severally waive presentment and demand for payment, protest, notice of protest and nonpayment, and notice of the intention to accelerate, and agree that their liability on this Note shall not be affected by any renewal or extension in the time of payment hereof, by any indulgences, or by any release or change in any security for the payment of this Note, and hereby consent to any and all renewals, extensions, indulgences, releases, or changes, regardless of the number of such renewals, extensions, indulgences, releases, or changes.

THIS NOTE SHALL BE GOVERNED AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW.

BILLING SERVICES GROUP NORTH
AMERICA, INC.,
a Delaware corporation

By: 
Name: Norman M Phlips
Title: CFO

PROMISSORY NOTE

\$9,600,000

Dallas, Texas

June 30, 2011

FOR VALUE RECEIVED and WITHOUT GRACE, the undersigned ("Borrower") promises to pay to the order of CITY BANK ("Lender"), at the banking quarters of Texas Capital Bank, N.A., in Dallas, Dallas County, Texas, the amount of Nine Million Six Hundred Thousand and No/100 Dollars (\$9,600,000.00), or so much thereof as may be advanced and be outstanding under this Note pursuant to the Credit Agreement dated of even date herewith by and among Borrower, the Administrative Agent, the Lender and certain other lenders (as amended, restated, or supplemented from time to time, the "Credit Agreement"), together with interest at the rates and calculated as provided in the Credit Agreement.

Reference is hereby made to the Credit Agreement for matters governed thereby, including, without limitation, certain events which will entitle the holder hereof to accelerate the maturity of all amounts due hereunder. Capitalized terms used but not defined in this Note shall have the meanings assigned to such terms in the Credit Agreement.

The date and amount, interest rate, Interest Period and maturity of each Loan made by the Lender to the Borrower, and each payment made on account of the principal thereof, shall be recorded by the Lender on its books and, prior to any transfer of this Note, may be endorsed by the Lender on the schedules attached hereto or any continuation thereof or on any separate record maintained by the Lender. Failure to make any such notation or to attach a schedule shall not affect any Lender's or the Borrower's rights or obligations in respect of such Loans or affect the validity of such transfer by any Lender of this Note.

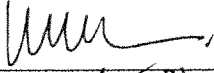
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BILLING SERVICES GROUP NORTH
AMERICA, INC.,
a Delaware corporation

By: 
Name: Norman M. Phipps
Title: CFO

PROMISSORY NOTE

\$9,600,000

Dallas, Texas

June 30, 2011

FOR VALUE RECEIVED and WITHOUT GRACE, the undersigned ("Borrower") promises to pay to the order of THE F&M BANK & TRUST COMPANY ("Lender"), at the banking quarters of Texas Capital Bank, N.A., in Dallas, Dallas County, Texas, the amount of Nine Million Six Hundred Thousand and No/100 Dollars (\$9,600,000.00), or so much thereof as may be advanced and be outstanding under this Note pursuant to the Credit Agreement dated of even date herewith by and among Borrower, the Administrative Agent, the Lender and certain other lenders (as amended, restated, or supplemented from time to time, the "Credit Agreement"), together with interest at the rates and calculated as provided in the Credit Agreement.

Reference is hereby made to the Credit Agreement for matters governed thereby, including, without limitation, certain events which will entitle the holder hereof to accelerate the maturity of all amounts due hereunder. Capitalized terms used but not defined in this Note shall have the meanings assigned to such terms in the Credit Agreement.

The date and amount, interest rate, Interest Period and maturity of each Loan made by the Lender to the Borrower, and each payment made on account of the principal thereof, shall be recorded by the Lender on its books and, prior to any transfer of this Note, may be endorsed by the Lender on the schedules attached hereto or any continuation thereof or on any separate record maintained by the Lender. Failure to make any such notation or to attach a schedule shall not affect any Lender's or the Borrower's rights or obligations in respect of such Loans or affect the validity of such transfer by any Lender of this Note.

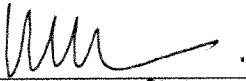
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BILLING SERVICES GROUP NORTH
AMERICA, INC.,
a Delaware corporation

By: 
Name: Norman M Phipps
Title: CFO

PROMISSORY NOTE

\$9,600,000

Dallas, Texas

June 30, 2011

FOR VALUE RECEIVED and WITHOUT GRACE, the undersigned ("Borrower") promises to pay to the order of BROADWAY NATIONAL BANK ("Lender"), at the banking quarters of Texas Capital Bank, N.A., in Dallas, Dallas County, Texas, the amount of Nine Million Six Hundred Thousand and No/100 Dollars (\$9,600,000.00), or so much thereof as may be advanced and be outstanding under this Note pursuant to the Credit Agreement dated of even date herewith by and among Borrower, the Administrative Agent, the Lender and certain other lenders (as amended, restated, or supplemented from time to time, the "Credit Agreement"), together with interest at the rates and calculated as provided in the Credit Agreement.

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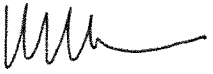
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By: 
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