STATE OF SOUTH CAROLINA	)	**BEFORE THE CHIEF PROCUREMENT OFFICER**
COUNTY OF RICHLAND	)	**CASE NO: 2014-201**
In re: Contract Controversy of New Venue Technologies, Inc.,	)	
Claimant,	)	
vs.	)	**ANSWER AND COUNTERCLAIMS OF THE STATE OF SOUTH CAROLINA**
State of South Carolina,	)	
Respondent.	)	

TO: NEW VENUE TECHNOLOGIES, INC., BY AND THROUGH THEIR ATTORNEY JOHN E. SCHMIDT, III, ESQUIRE:

The Respondent, the State of South Carolina, by and through undersigned counsel, would respond to the Claimant's Contract Controversy Claims as follows:

FOR A FIRST DEFENSE

1. Respondent specifically denies every allegation and claim contained within the Contract Controversy not hereinafter expressly admitted, qualified or explained.

FOR A SECOND DEFENSE

2. Respondent responds to the following individual allegations of the Contract Controversy identified by paragraph numbers corresponding to those in the Claimant's pleading, to wit:

3. Respondent admits the allegations contained in Paragraph 1 of the Pleading.

4. Respondent is unable to respond to the legal argument contained in Paragraph 2 of the Pleading as same is not an allegation of fact but rather a legal argument. As such, Respondent denies the allegation and any inferences that may arise therefrom and demands strict proof of the same.

5. Respondent admits so much of the allegations contained in Paragraph 3 of the Pleading as allege that ITMO issued Solicitation No. 540001873 and amendments. Respondent would crave reference to the solicitation and amendments as to their content and the dates of issuance.

6. Respondent admits the allegations contained in Paragraph 4 of the Pleading.

7. Respondent admits so much of the allegations of Paragraph 5 of the Pleading as allege that an Intent to Award was posted on December 21, 2010 regarding solicitation number 5400001873. Every remaining allegation and all inferences that might arguably arise therefrom contained in Paragraph 5 is denied.

8. Respondent denies the argumentative allegations contained in paragraphs 6, 7, 8, 9 and 10 of the Pleading and asks the CPO to refer to the contract documents as to their true and lawful meaning.

9. Respondent denies the allegations contained in Paragraphs 11 and 12 of the Pleading as the Claimant repeatedly asserts that an expression of intent equates to a contractual obligation, which is a false premise. Likewise, the Claimant confuses and attempts to allege that a one-year contract with four optional one-year renewals is a five-

year contract. Respondent again craves reference to the contract documents and asks that the CPO find the parties' obligations to be as enumerated in the context of the record.

10. Respondent denies the allegations contained in Paragraphs 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,22, 23 and 24 of the Pleading and demands strict proof thereof.

11. Respondent denies the allegations contained in Paragraph 25 of the Pleading and would further assert that Claimant never performed the material aspects of the contract as it alleges therein.

12. Respondent denies the allegations contained in Paragraphs 26,27,28,29, 30, 31, 32, 33, 34 and 35 of the Pleading and demands strict proof thereof.

13. Respondent denies that Claimant is entitled to any award of damages as alleged in Paragraph 36 of the Pleading and further denies that Respondent has engaged in any misconduct, wrongdoing or breaches of the contract between the party, asserting rather that Claimant has failed to meet its contractual obligations and has collected money for software purchases that it has wrongfully failed to remit to other state contractors in direct breach of the contract.

14. Respondent denies that Claimant is entitled to the accounting it seeks in Paragraph 37 of the Pleading in that Claimant is neither entitled to fees on all purchases by the State nor is it entitled to any compensation of any kind after the termination of the contract.

15. Respondent denies that Claimant is entitled to the accounting it seeks in Paragraph 38 of the Pleading in that Claimant is neither entitled to fees on all purchases by the State nor is it entitled to any compensation of any kind after the termination of the contract.

16. Respondent denies that Claimant is entitled to any award of any kind as it claims in Paragraph 39 of the Pleading.

17. Respondent denies that Claimant is entitled to the election of remedies it seeks to reserve in Paragraph 40 of the Pleading.

18. Respondent denies that Claimant is entitled to the relief it seeks in Paragraph 41 of the Pleading.

FOR A THIRD DEFENSE

(Plaintiff has no Claim upon which relief can be granted)

19. Respondent realleges each allegation and defense contained in Paragraphs 1 through 18 of this Response as if the same were repeated verbatim herein.

20. On or about December 2012, more than 18 months into the contract period, Terris Riley and New Venue Technologies prepared and submitted a document captioned "Process Improvement Plan and Strategy" to ITMO and CompuCom. A copy of that document is attached hereto in Exhibit "A".

21. While New Venue endeavors to assert that the State was in default on the contract from the very beginning, its own admissions more than eighteen months after that very beginning demonstrate that its present allegations are unfounded and without merit.

22. New Venue stated that this document had three purposes:

a. To properly acknowledge the current state of the Software Acquisition Management Contract;

b. To provide details regarding the factors that contributed to the current state;

c. To clearly outline New Venue Technologies, Inc.'s plans and processes that will prevent future non-compliance for this Contract.[1]

23. In its introduction, New Venue further states "We would like to state clearly that this document is not intended to serve as excuses for non-compliance, but rather as a living project plan to be used as a compass as we work diligently to get back on the track of success."

24. In the report, New Venues states that it has spent:

> *the last 24 business days reviewing this situation to understand how we got where we are, but more importantly, how to recover as quickly as possible. To that end, New Venue Technologies, Inc. has identified the following key areas that resulted in the poor performance:*
>
> *a. Inadequate collections process – resulting in delinquent invoices payable to the SAM.*
>
> *b. Misapplied Vendor Payments – resulting in delinquent invoices payable to the [sic] CompuCom.*
>
> *c. Orders being processed by CompuCom (exclusive of the SAM)*
>
> *d. MySAM Central web application bugs – resulting in an unreliable collections process.*
>
> *e. Key Staff Turnover – resulting in inconsistent record-keeping [sic].*
>
> *f. Lack of consistent oversight & leadership for day-to-day SAM operations.*[2]

25. As of December 2012, New Venue admitted that it was in breach of the contract between the parties and made no allegation after "24 business days reviewing this situation" that the State of South Carolina was in any way responsible for its failure to perform its contractual obligations.

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[1] P. 2 Process Improvement Plan and Strategy v.1.0 under "Introduction" (Exhibit A).

[2] P. 2 Process Improvement Plan and Strategy v.1.0 under "Contributing Factors" (Exhibit A).

26. In a letter dated February 19, 2013, (Attached hereto as Exhibit "B") New Venue further admits its failures in complying with the contract and again makes no allegations asserting any type of default or breach by the State. In that letter, New Venue avers:

> *As of today, we have spent the last 72 business days working non-stop (and around the clock) to resolve this seriously urgent situation. We have examined every aspect of our business processes to determine how this situation occurred. At this point, we have identified multiple factors that contributed to our delinquencies with CompuCom and they are as follows:*
>
> 1. *Key Staff Turnover – resulting in inconsistent record-keeping [sic]*
> 2. *Misapplied Vendor Payments – resulting in delinquent invoices to [sic] the CompuCom*
> 3. *Orders being processed by CompuCom (exclusive of the SAM)*
> 4. *MySAM Central web application bugs – resulting in an unreliable collections process*
> 5. *Inadequate collections process – resulting in delinquent invoices payable to the SAM*
> 6. *Insufficient Training – our new accounting staff did not fully understand how the SAM contract is executed*
> 7. *Lack of consistent oversight & leadership for day-to-day SAM operations*
> 8. *Invoice timing between CompuCom and New Venue were not in sync*
> 9. *Discrepancies with CompuCom's Aging reports*
> 10. *Poor communications between NewVenue and CompuCom*

Again, New Venue made no allegations of any kind asserting any breach or misdeed by the State.

27. By its own subsequent written admissions, which include but are not limited to those referenced herein, New Venue has no claim that the State of South Carolina breached the contract in any material or immaterial way.

28. As New Venue has admitted its culpability for the breach of the contracts and the State's innocence in every way such as on March 27, 2013 when Ms. Riley advises CompuCom "this is not the State's fault, it's our fault", its claims fail to state a cause of action for which relief can be granted and its claims against the State should be dismissed with prejudice.

FOR A FOURTH DEFENSE
(Sovereign Immunity)

29. Respondent realleges each allegation and defense contained in Paragraphs 1 through 28 of this Response as if the same were repeated verbatim herein.

30. Respondent is a sovereign State of the United States of America.

31. Respondent is only subject to suit or other action as allowed in its Code of Laws.

32. To the extent that Claimant purports to make claims against Respondent for negligence, wilful acts and other acts by Respondent and/or its employees and to the broadest extent allowed by law, Respondent is immune from suit pursuant to the applicable laws contained in the South Carolina Tort Claims Act, S.C. Code Ann §15-78-10 et. seq., as well as other applicable Statutory and Case law.

FOR A FIFTH DEFENSE
BY WAY OF COUNTERCLAIM
(Breach of Contract/Resolution of Contract Controversy)

33. Respondent realleges each allegation and defense contained in Paragraphs 1 through 32 of this Response as if the same were repeated verbatim herein.

34. After the Claimant responded to the Solicitation, negotiations were held. The record of negotiations between Information Technology Management Office (ITMO) includes the following additional terms:

a. All invoices will be paid from the SAM to the Vendor within 3 business days after the SAM has received payment from the State.

b. This contract is self-funded. The first year of the Software Acquisition Manager (SAM) the SAM fee will be 2.5% for each software purchase submitted through the SAM. Two percent (2%) remains with the SAM and one half percent (0.5%) is submitted to ITMO as an administrative fee.

35. The SAM contract required the contractor to release its vendor-hosted web-based solution in two phases, in February and May, 2011. According to the Record of Negotiations:

a. The web reporting tool will be intuitive and user-friendly with standard and customizable reports. (February Release)

b. The web reporting will reflect current contract usage details as required by the State's Reporting Manager. (February Release)

c. The web reporting tool will include real-time trending as well as 'snap shot' of Web trending for a given date. (May Release)

d. The web reporting tool will be used to trend 'Peak/Low' time usage. (May Release)

e. The web reporting tool will include trending by Agency. (May Release)

f. The web reporting tool will trend the average time it takes to submit an order. (May Release)

g. The web reporting will trend by Agency and MySAM Central holistically. (May Release)

h. The web reporting tool will trend the average number of line items per order. (May Release)

i. The web reporting tool will trend the average total cost per order. (May Release)

j. The reporting functions in the hosted solution are required to track the following:

i. Product Name
ii. Type of License
iii. Product Serial Number
iv. Product Version
v. Enrollment Information

vi. Activation Information
vii. Product Maintenance (required, not required, expiration/renewal dates)
viii. Product Warranty Duration, track and display license expiration
ix. Agency and Contact: name, email and phone
x. Agency Cost Codes
xi. Number of Copies Purchased and Type
xii. Retail Purchases
xiii. Term Contract Purchase

36. Claimant never delivered this functionality to ITMO. Instead it posted four static pages at the internet domain www.mysamcentral.com which it purported provided these services. Although the contract required the web reporting tool to be fully functional by May 2011, it was not functional in September 2013 and was never demonstrated as functional despite numerous requests by the State of South Carolina.

37. When ITMO and other staff requested login credentials to access these pages in an effort to test or use the promised product, Claimant refused to provide credentials to allow any representative of ITMO or the state to log into the pages.

38. Respondent is informed and believes that Claimant never developed the web-based reporting functionality required by the contract.

39. Claimant has neither delivered nor demonstrated a product that includes the web-based reporting functionality required by the contract.

40. For all intents and purposes Claimant's Agent ADMITTED that Claimant did not have a product ready and deliverable as required by the Contract. On June 6, 2013 in response to a query "How can ITMO access the Software Acquisition Manager's "On Demand" Web Reports?" Riley replied "That feature is scheduled to role [sic] out in October/November. The

design is complete & the developers are in coding now. Until then, we'll be happy to provide reports for you or anyone else who submits a request." See Exhibit "C".

41. Later New Venue again admitted that the Software Product was not delivered or functioning as required. On September 25, 2013 – over two years after the date for delivery of the product had passed, New Venue was unable to provide passwords and admitted that "This feature – State Admin level access – (technically called **role-based security**) is simply not available because it's not in the production environment. This has not been coded yet." [Emphasis in original]. This was in response to a query seeking login credentials via e-mail. The entire e-mail string is attached hereto as Exhibit "D" and incorporated herein by reference.

42. Claimant's failure to provide a web based solution, including the reporting capability described hereinabove, is a breach of the contract.

43. Upon information and belief, Claimant consistently failed to make the required payments from the SAM to the Vendor within three business days after receiving payment from the State.

44. Exhibit "E" attached hereto reflects a summary of 183 Purchase Orders totaling in excess of $1,400,000.00 where New Venue collected funds from the State prior to even placing orders with the reseller.

45. Exhibit "E" further reflects that New Venue (on these Orders) failed to remit funds to CompuCom for anywhere from 28 to 118 days following payment. Not a one of these orders was paid for within the three days after receipt of payment from the State as required by the Contract.

46. On or about May 7, 2013 New Venue executed an Installment Promissory Note in the Amount of $674,766.51 in favor of CompuCom Systems, Inc. (Exhibit "F"). This Note referred to two invoices dated December of 2012. It clearly and unambiguously constitutes an admission by New Venue that it failed to make these payments within the time required by its contract with the State of South Carolina.

47. The State is informed and believed that New Venue's payment performance on virtually every Order failed to meet the three day requirement in the contract.

48. Claimant's failure to make the payments to the Vendor within three business days after receiving payment from the State is a breach of the contract.

49. The State is informed and believes that Claimant has failed to make payments as required by the contract to CompuCom, SHI International Corp. and others all in violation of the contract.

50. In fact, Claimant has admitted its breach of the contract and failure to make remittances as required by the contract. For example, in a Letter to Earl Fajkus of CompuCom dated September 27, 2013 (Exhibit "G") bearing the signature of Terris Riley, New Venue admitted to owing CompuCom over $2,500,000.00. The letter states "In essence, we were paying CompuCom's older invoice as quickly as possible as we continued pursuing financing and other contracts. To date, New Venue Technologies, Inc. owes approximately 2.5M [sic]".

51. Had New Venue made payments as required by the contract, to wit, by remitting funds received from the State and PPUs within three days of receipt, and not taken funds that

should have been paid to vendors and appropriated those funds to its and its owners' personal use, it would have been impossible to accrue such a debt to CompuCom.

52. Also in the September 27, 2013 letter, New Venue includes a proposed repayment schedule reflecting an outstanding balance of $2,591,189.17. All or virtually all of these funds had been remitted to New Venue by the State and PPU's pursuant to the contract. New Venue failed to remit them within the three business days and at all in violation of the contract.

53. Upon information and belief, Claimant has not properly accounted for the administrative fees that it was contractually obligated to remit each month.

54. Upon information and belief, Claimant by its failure to remit these fees to the Respondent as required by the contract is in breach of the contract and is indebted to the Respondent for these fees in an amount to be determined by the trier of fact.

55. The South Carolina Department of Health and Environmental Control issued a purchase order to New Venue on July 25, 2013, for Citrix software. New Venue did not release the purchase order to Advantec Global Systems, the Citrix vendor, until September 5, 2013—forty-two days after DHEC emailed it to the SAM.

56. Exhibit "E" further reflects other instances where New Venue failed to release purchase orders to CompuCom, the Microsoft Vendor within the time required by contract.

57. On September 10, 2013, ITMO notified New Venue of the delay in processing DHEC's purchase order, and demanded that all purchase orders be timely released to the software vendors.

58. New Venue's failure to process purchase orders within three business days of receipt is a breach of the SAM contract.

59. Upon information and belief and pleading in the alternative, the State is informed and believes that Claimant has diverted funds paid it for the express purpose of being transmitted directly to state contract resellers to its use and the use of its Owners. By retaining monies that it was to transmit directly to resellers, Claimant has been unjustly enriched by its wrongful failure to remit funds paid it by the State, its agencies and political subdivisions as required by the Contract.

60. Upon information and belief, Claimant currently is indebted to Vendors for payments made by contract users that it has failed to make to vendors in an amount in excess of two million five hundred thousand and no 100 dollars ($2,500,000.00) all of which has been remitted by contract users and wrongfully retained, converted and spent by the Claimant and its officers.

FOR A SIXTH DEFENSE
BY WAY OF SECOND COUNTERCLAIM
(Fraud)

61. Respondent realleges each allegation and defense contained in Paragraphs 1 through 60 of this Response as if the same were repeated verbatim herein.

62. Among the outstanding invoices CompuCom identified on September 16, 2013, is one for $312,506.80, for software purchased by the South Carolina Judicial Department. According to the Judicial Department, that invoice was paid by check dated May 20, 2013. New Venue negotiated the check on May 22, 2013. Claimant thus withheld monies paid to it by the

State of South Carolina to be remitted within three business days to CompuCom for at least four months, applying those funds instead for its own purposes.

63. Among the outstanding invoices SHI identified is one for $209,673.67, for software purchased by the South Carolina Department of Education. According to the Comptroller General's Office, that invoice was paid by check on July 23, 2013. Claimant has withheld those monies paid to it by the State of South Carolina to be remitted to SHI for at least two months, applying those funds instead for its own purposes.

64. On March 27, 2013 SCDOT issued Purchase Order 460024340 in the amount of $161,804.76. According to New Venue's Bank records this sum was deposited in New Venue's account on April 22, 2013. According to CompuCom's records, New Venue did not pay this invoice until July 3, 2013. See Exhibit "H".

65. On December 12, 2012, South Carolina PSC issued Purchase Order 4600222484 for $16,778.42. According to New Venue's Bank records, this sum was deposited in New Venue's account on January 2, 2013. According to CompuCom's records, New Venue did not pay this invoice until April 18, 2013. See Exhibit "I".

66. On February 28, 2013, SCDMV issued Purchase Order 4600153072 for $327,275.02. According to New Venue's Bank records, this sum was deposited in New Venue's account on April 2, 2013. According to CompuCom's records, New Venue did not pay this invoice until June 12, 2013. See Exhibit "J".

67. New Venue and its principals also habitually and materially misrepresented the status of payments from the State to both ITMO and Vendors. For example, On August 3, 2012

Anderson County entered a series of purchase orders number 30766, 30767, 30768, 30769, 30770, 30771, 30772, 30773, and 30774. These purchase orders totaled $200,113.40. (Exhibit "K1"). New Venue immediately invoiced Anderson County for the total on August 3, 2012. (Exhibit "K2"). Anderson County issued its check number 69960 to New Venue Technologies Inc. on August 15, 2012 (Exhibit "K3"). These funds were deposited in New Venue's Bank Account Number 2230 0570 1664 on August 21, 2012 (Exhibit "K4").

68. Even though it had been paid for the Anderson County invoices referred to in Paragraph 67, On October 30, 2012 New Venue produced and distributed a spreadsheet to both CompuCom and the State and indicated that the Anderson County account was "in collections." (Exhibit "L"). At the time that New Venue and Terris Riley made this representation they knew that it was false. New Venue had received payment for these orders more than two months before and deposited the funds in its bank account (Exhibit "K4"). New Venue intended that the State and its employees as well as CompuCom to rely upon this representation. New Venue and Terris Riley obviously made this representation intending to cover her scheme of diverting funds from the State to her own purposes rather than remitting them to the reseller (here CompuCom) within three days as she was required by the contract. The State and Resellers relied upon these misrepresentations, had a right to rely upon them and did so to their detriment and injury.

69. New Venue and Riley finally remitted the Anderson County payment to CompuCom on November 6, 2012, 77 days after receiving the payment from Anderson all in violation of the contract. (Exhibit "M").

70. Upon information and belief, Claimant, New Venue, and its Principal Riley made numerous intentional misrepresentations as to the collection status of accounts with the State and PPUs intentionally in an effort to deceive ITMO and the State Contract Resellers as to the status of payments in order to cover New Venue and Riley's nefarious misdirection of funds.

71. Upon information and belief, Claimant has required contract users to make advance payments prior to ordering software and in fact received advanced payments. A number of these instances are reflected in Exhibit "E".

72. Upon information and belief, in at least one instance Claimant received payment from a PPU and never purchased or delivered the software, all in an apparent effort to obtain monies to which it was not entitled in a manner inconsistent with the Contract.

73. In at least eighteen instances as shown on Exhibit "N", New Venue issued invoices and received payment from state agencies but never even issued or forwarded the Order to the reseller, all in an apparent effort to obtain monies to which it was not entitled in a manner inconsistent with its Contractual obligations.

74. In at least six instances as shown on Exhibit "O", New Venue invoiced sales taxes where they were not required, collected those sales taxes and neither refunded the sales taxes or upon information and belief, remitted the sales taxes to the South Carolina Department of Revenue. This wilful collection of funds that were either not owed and/or New Venue's wilful failure to refund or remit the collected taxes reflects an apparent effort by New Venue to obtain monies to which it was not entitled in a manner inconsistent with its legal and Contractual obligations.

75. Claimants requirement of pre-payment, its collection of funds for purchase orders never placed with resellers, its wilful collection of improper sales taxes and failure to remit or refund same and its pre-meditated and wilful failure to make payments when due to the Respondent's vendors coupled with its knowing, material and intentional misrepresentations of the status of accounts, reporting funds collected from the State and PPU's as "in collections" where said funds had already been paid to New Venue was deliberate, and part of a scheme or artifice to defraud the State and/or its vendors.

76. Claimant represented on numerous occasions that it was in compliance or would comply with the Contract when it knew it was not and did not intend to comply with said contract. It made these material misrepresentations willingly, with the intent that the respondent would rely upon them. Respondent had a right to rely upon the Claimant's representations and did so.

77. Respondent has incurred nominal and actual damages resulting from Claimant's breach of the contract.

78. Claimant's breach of the SAM contract was accompanied by at least two fraudulent acts, to wit, the misapplication of State funds and material misrepresentations about the status of the accounts designed to cover up the misapplication of funds paid by the state that were to be immediately transmitted to vendors.

79. Claimant is liable to the State for actual and punitive damages because of its fraud and the fraudulent acts accompanying its knowing and wilful breach of contract.

FOR A SEVENTH DEFENSE
BY WAY OF THIRD COUNTERCLAIM
CONTRACT MODIFICATION

80. Respondent realleges each allegation and defense contained in Paragraphs 1 through 79 of this Response as if the same were repeated verbatim herein.

81. Effective September 1, 2013, ITMO changed the ordering procedures for agencies and political subdivisions purchasing from the contracts identified in paragraph 4 above. Instead of ordering software from the SAM, customers now order from—and make payment to—the statewide term contract vendor. Ordering instructions require agencies to email a copy of the purchase order to New Venue.

82. This change in the order process meant that New Venue no longer managed the order process between public procurement units and vendors, and no longer made payments to vendors on the State's behalf. This was a significant change to New Venue's scope of work under the SAM contract.

83. Upon information and belief, the change has significantly reduced New Venue's cost to perform the contract and for the period it was in effect, the contract should be modified to reduce any funds paid to New Venue.

FOR AN EIGHTH DEFENSE
BY WAY OF FOURTH COUNTERCLAIM
DEFAULT NOTICE AND CLAIMS

84. Respondent realleges each allegation and defense contained in Paragraphs 1 through 83 of this Response as if the same were repeated verbatim herein.

85. The contract documents (Solicitation, page 34) provide, *inter alia*:

> (a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:
>
> (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension....
>
> Except for the State's grace, the contractor has no right to cure this kind of default.

86. By letter dated September 30, 2013, (Exhibit "P") ITMO notified New Venue that its failure to make timely payment to CompuCom was a default under the terms of the contract, and demanded that New Venue immediately bring that account current.

87. Upon information and belief, as of the date of this response, New Venue has failed to make payments to CompuCom, SHI and others pursuant to its contractual obligations and is currently indebted to those entities by an amount in excess of $2,500,000.00 in violation of the Contract.

88. New Venues failure to settle those payments constitutes further evidence of its breach of the contract, material misrepresentations, intent to make those material misrepresentations, default on the parties' contract and misappropriation of funds that did not belong to New Venue and the conversion of those funds to New Venue and Riley's use.

89. Pursuant to S.C. Code Ann. §11-35-220 the State attempted to Audit New Venue's performance on contract number 4400003161. New Venue was notified of this Audit by letter dated October 2, 2013.

90. S.C. Code Ann. §11-35-2220(2) requires, *inter alia*, a state contractor to maintain books and records documenting its performance on the contract for a period of three years from the date of final payment under the contract.

91. The solicitation requirements, accepted by New Venue contained the following language:

> PRICING DATA – AUDIT – INSPECTION (JAN 2006)
>
> (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the Chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause.
>
> In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-3330(2).
>
> (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work.

92. Despite numerous and repeated requests, New Venue failed to deliver the requested records to the State and the Auditors.

93. New Venue's failure to provide is bank records and other documents used for the performance of the contract violated both the Statute and constituted a further breach of the contract.

94. Upon information and belief, New Venues failure to cooperate increased the cost of the Audit to the state tenfold and caused damages to the State in an amount in excess of $125,000.00.

95. The Solicitation document included the following language regarding end of contract life:

> **Procedure for End of Contract Life**
> Software Acquisition Manager must agree at the end of their contract period, whether the State conducts a new procurement for this service or not, contractor must provide the State, within 30 days of contract end date the following information including but not limited to:
> - All data in as mutually agreed upon in a industry common format such as ASCII
> - Back-ups
> - Report layouts
> - Open Source Software
> - Any other information obtained from the State pertaining to this contract.
>
> At the conclusion of the contract, the Contractor will initiate a decommissioning procedure that will result in the shutting down of the existing site, export and delivery of the data using either Microsoft Excel or a CSV File (comma separate values). The data is to be accessible on a secure website within 60 days after the contract termination, and remain available on the site for a minimum of 90 calendar days at no additional cost.

96. Despite requests from the state, upon the termination and default of the Contract, New Venue has failed to deliver any of the data required by the Contract.

97. Upon information and belief, this failure further reflects the fact that New Venue never performed the Software Acquisition Manager product.

98. Upon information and belief, the Respondent will be required to expend substantial sums of money to replicate the work New Venue agreed to perform and was paid to perform as a material term of the contract.

99. The State is entitled to an award of damages to compensate it for the work required to produce the work that was material to the SAM contract.

FOR A NINTH DEFENSE
BY WAY OF FIFTH COUNTERCLAIM
FRIVOLOUS PROTEST OR CLAIM
(South Carolina Code Ann §11-35-4330)

100. Respondent realleges each allegation and defense contained in Paragraphs 1 through 99 of this Response as if the same were repeated verbatim herein.

101. In light of New Venue's own written documentation, it is clear that New Venue did not believe that the State violated the contract as of February 19, 2013. Asserting otherwise in light of such is not an allegation that is well grounded in fact or warranted by existing law.

102. Upon information and belief, New Venue only asserted its claims against the State for an improper purpose, to wit, in an effort to further conceal its myriad breaches of the contract and likely misconduct in appropriating funds paid to it by the State for the private purposes of its owners and failing to remit those payments to the State's resellers as required by the contract.

103. Upon information and belief, New Venue's principals appropriated more than $2,500,000.00 in funds which were received from the State and its Participating Public Units for the purchase of software which were to be immediately paid over to the resellers that provided the

software and used those funds to purchase land, build a home, a swimming pool and substantial landscaping, for cruises, gifts, meals, air travel, automotive, jewelry and other personal expenses.

104. On multiple occasions New Venue and its principal misrepresented that it had not collected portions of those funds, when it had in an effort to cover its tracks and its defalcation and misapplication of the funds entrusted to it for remittance to the state contract resellers.

105. In its pleading in this matter, New Venue endeavors to place the blame for its defalcation and appropriation of funds contractually payable to resellers which its principal used to purchase the items identified in Paragraph 103 of this pleading upon the State. This effort is clearly in bad faith and improper.

106. It is likely New Venue's efforts to place blame upon the State for New Venue's defalcation and misconduct was the improper purpose behind its unfounded and specious allegations against the State and honorable public employees.

PRAYER FOR RELIEF

107. The matters described in this pleading document that New Venue was in default on its in New Venue's performance of its contract in the following particulars:

a. by failing repeatedly to forward or place purchase Orders issued by the State and its PPUs within the time allowed by the Contract;
b. by failing to remit payments to resellers within the three days after receipt of payment from the State as required by the Contract;
c. by requiring agencies and PPU's to prepay for software purchases in violation of the contract;
d. by collecting South Carolina sales tax improperly where it was not due;
e. by collecting South Carolina Sales Tax and failing to remit same to the South Carolina Department of Revenue as required by law;
f. by failing to remit required payments of Administrative Fees to the State as required by the Contract;

g. by failing to develop and complete the MySAM software application as required by the contract and in the time frame required by the Contract;

h. by failing to make payments to software resellers as required by the Contract;

i. by taking orders and collecting funds from the State and PPU's and then never ordering or delivering the software;

j. by failing to maintain appropriate records and failing to make records available to the State as required by the Contract and applicable law;

k. by misrepresenting the status of payments from State Agencies and PPU's and not making truthful and honest reporting as required by the contract and with fraudulent and malevolent intent;

l. by failing to deliver documents and work product required by the contract after the contract was terminate; and

m. by failing to cooperate with the Contract Audit.

108. As a result of New Venue's failure to perform the State has suffered actual damages, and will incur damages in the future to secure performance of the SAM contract.

109. The State requests the Chief Procurement Officer order providing for the following relief:

a. requiring New Venue to immediately bring current its state contract accounts with CompuCom, SHI and with every other vendor whose state contract accounts are found to be delinquent;

b. requiring New Venues to make an accounting to ITMO:

i. of all amounts it has received from whatever source pursuant to the SAM contract;

ii. of all amounts it has remitted to the vendors identified in paragraph 4 above;

iii. of the amount, based on gross sales less returns, that it should have paid to ITMO as administrative fees; and

iv. of the time it has retained payments received, and the amount of each payment, before remitting to the appropriate vendor the price of the software purchased;

c. requiring New Venue to pay to the State nominal damages, and actual damages and punitive damages in an amount to be proven upon the hearing of this matter including all fees and costs incurred, additional audit charges, legal fees and expenses;

d. terminating Contract No. 4400003161 for default; or, alternatively,

e. terminating Contract No. 4400003161 for the convenience of the State and determining that no compensation be paid to New Venue on account of such termination; or, alternatively,

f. if the contract be not terminated:

i. Determining the value of services New Venue no longer performs, as described in paragraphs above;

ii. Requiring, pursuant to the contract and to S.C. Code Ann. § 11-35-1830, that New Venue furnish cost or pricing data related to those services; and

iii. Determining the amount of a deductive change order reflecting the value so established; and

g. awarding the State damages to be proven at the hearing for the additional costs and other losses incurred to the State as the result of New Venue's fraudulent misrepresentations, breach of contract accompanied by a fraudulent act and other dishonest conduct; and

h. providing for such other and further relief as the Chief Procurement Officer may find appropriate.

Respectfully Submitted,

MONTGOMERY WILLARD, LLC

Michael H. Montgomery
1002 Calhoun Street
Post Office Box 11886
Columbia, South Carolina 29211-1886
(803) 779-3500
Facsimile (803) 799-2755
ATTORNEYS FOR THE STATE OF SOUTH CAROLINA

April 23, 2014
Columbia, South Carolina

EXHIBIT

A

Software Acquisition Manager

CONTRACT # 4400003161

PROCESS IMPROVEMENT PLAN & STRATEGY

v1.0

This document was prepared for:

State of South Carolina
Information Technology Management Office
Division of Procurement Services
Norma J. Hall

and

CompuCom Systems, Inc.
Microsoft Vendor

NEWVENUE TECHNOLOGIES, INC.
P.O. BOX 292142
COLUMBIA, SC 29229

DECEMBER 2012

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INTRODUCTION

The purpose of this document is three-fold:
1) To properly acknowledge the current state of the Software Acquisition Management Contract;
2) To provide details regarding the factors that contributed to the current state
3) To clearly outline NewVenue Technologies, Inc.'s future plans and processes that will prevent future non-compliance for this Contract.

We would like to state clearly that this document is not intended to serve as excuses for non-compliance, but rather as a living project plan to be used as a compass as we work diligently to get back on the track of success.

CONTRIBUTING FACTORS

We have spent the last 24 business days reviewing this situation to understand how we got where we are, but more importantly, how to recover as quickly as possible. To that end, NewVenue Technologies, Inc. has identified the following key areas that resulted in the poor performance:

1. Inadequate collections process—resulting in delinquent invoices payable to the SAM
2. Misapplied Vendor Payments—resulting in delinquent invoices payable to the CompuCom
3. Orders being processed by CompuCom (exclusive of the SAM)
4. MySAM Central web application bugs—resulting in an unreliable collections process
5. Key Staff Turnover—resulting in inconsistent record-keeping
6. Lack of consistent oversight & leadership for day-to-day SAM operations

In this document, we will address each of these gaps along with a strategy that we are implementing to mitigate this—ensuring that we will not fall into this predicament in the future.

Collections Process

Once NewVenue Technologies, Inc. became aware of the severity of the situation, we quickly assessed that our current collections process was not sufficient. We were paying for invoices for which we had not received payment. In some instances, we were doing this as a courtesy and in other instances, it was an oversight on our part. At one point, had an overwhelming **$740,000** due for aged orders alone (45+ days). We even had invoices as old at 240 days.

Actions Taken:

A. We reassigned roles at NewVenue to ensure that we have a full-time resource to monitor the status of unpaid invoices. We are making significant progress. Less than $300,000 is delinquent now.

B. We are enhancing our MySAM Central web application as follows:

*For Unpaid Invoices **under** $25K, an auto-generated reminder will be sent to the customer if it is not paid by **Day 31**.*

*For Unpaid Invoices **over** $25K, an auto-generated reminder will be sent to the customer if it is not paid by **Day 25**.*

*For all Unpaid Invoices, phone collections will begin on **Day 46** and a report will be generated and sent to SC ITMO (Norma Hall).*

C. In addition, we brought in independent consultants from two different industries to review our current collections processes and help us identify areas for immediate improvement. These individuals are:

Belinda Polite, *Medical Collections Director* for Lexington Medical Center

Sharonda Salters, *Chief Financial Officer* of Salters Property Management, LLC

They both cited 2 major needs for the that we will address as quickly as possible:
1. The need for an Accounts Receivable clerk
2. The need for an Accounts Payable clerk

**NOTE*2 Different Employees will fill these positions to ensure greater balance & sufficient cross-checking of NewVenue Invoices verses CompuCom Invoices.*

D. We created ***Agency Profile*** forms that will be completed for every single Agency. Information changes, people change roles, and responsibilities are frequently restructured. To ensure that we have key primary points of contact for billing, these profiles will be used to help us achieve this. (*Please see attachment.*)

E. We created ***Agency Contact History*** forms to ensure that all customer contact details are logged and available for future reference if needed. This should help us better maintain accurate accounts of conversations, issues, and general inquiries, etc. (*Please see attachment.*)

Mis-Applied Vendor Payments

In addition to the SAM contract, we spent much of 2012 pursuing additional application development business for NewVenue. As small businesses often do, we developed partnering relationships in times past with other small businesses to pursue unique opportunities that seemed to align with our core service offerings. Three specific projects we are building with our partners are:
1. A new application, **NewMetrx**—a predictive analytics dashboard (*Please see attachments for a description.*)
2. A Sharepoint technology solution for the United States Department of Agriculture that would utilize our new Analytics tool (*Please see attachments for the proposal we submitted.*)

3. A Workflow solution for the United States Department of Agriculture that would automate, track, and centralize their Procurement process—leveraging the technology used to develop the MySAM Central application. (*Please see attachments for the proposal we submitted.*)

Note Although we encourage our partners to invoice us throughout the project, our understanding and agreement (just as in times past) is that these invoices are not paid until the actual projects are awarded and contracts are signed with the potential client/customer—in this case, USDA. Consistent invoices are necessary for the purpose of keeping track of the budget and burn rates for all parties involved.

However, in June, NewVenue hired a new bookkeeper who started out on a part-time basis. Although she is highly qualified & experienced, I did not thoroughly explain the SAM's contractual obligations to the vendors on this contract. One of my key instructions to her was to always address aged invoices first, but I did not specify CompuCom only. As a result, our bookkeeper began forwarding payments to all vendors that she considered seriously past due—unaware of the way in which we strategically partner with some of them. In her error, many payments were misapplied. Wrong vendors were paid at the wrong time. The following payments were improperly applied to outstanding invoices:

Inv #	Vendor	Project/Services	Payment Amt
3281	Intellitrex Systems	USDA: Sharepoint Development	34,842.20
3297	Intellitrex Systems	USDA: Sharepoint Development	50,578.13
3298	Intellitrex Systems	USDA: Sharepoint Development	45,000.00
3313	Intellitrex Systems	USDA: Sharepoint Development	28,068.11
3317	Intellitrex Systems	USDA: Sharepoint Development	23,199.49
3342	Intellitrex Systems	USDA: Sharepoint Development	34,648.85
NVT-001	eNova Technologies	NewMetrx Analytics	1,798.50
NVT-002	eNova Technologies	NewMetrx Analytics	2,926.00
NVT-003	eNova Technologies	NewMetrx Analytics	480.00
NVT-004	eNova Technologies	NewMetrx Analytics	2,316.00
NVT-005	eNova Technologies	NewMetrx Analytics	840.00
Retainer	MaxMedia Studios	NewMetrx Market Analysis	4,500.00
n/a	Joshua Mace/Mace Consulting	NewMetrx Prototype Design	1,500.00
n/a	Kalpavalli Palaparthy	NewMetrx Database Design	6,000.00
100087	CompuData Technologies	NewMetrx Demo/Dev & Testing	84,241.00
		Subtotal	**$370,938.28**

Although were able to recover the other misapplied payments from other partners and vendors, this error has significantly impacted our ability to remain in compliance with the way we are to remit payments to CompuCom.

Actions Taken

Once we became aware of this error, we contacted our vendors to explain the situation. We retrieved what monies we could (over $450,000) and began making immediate payments to CompuCom.

We contacted our banking institution, Bank of America, to determine what financial products were available to us as a small business. Bank of America would not assist us. So we contacted a smaller bank and they are willing to extend us a line of credit to help us rectify this problem. To that end, we are now switching banks. In the future, we will also ensure that all SAM transactions are handled with our new bank only. This will assist with recordkeeping.

Finally, we are re-training our bookkeeper on the SAM accounting requirements in order to regain (and remain in) compliance for this contract. We are also restructuring our Business Bank Accounts to make wire transfers easier to send and track.

Order Processing

During our assessment of the state of this contract, we discovered that many orders are not being processed properly by the vendor. We have discovered over $400K in invoices that were either improperly routed for processing or not processed at all. This has impacted the SAM's ability to collect on orders that we are not aware of. We are also unable to track licenses for these orders as well.

Actions Taken

We will notify CompuCom of these outstanding orders and request copies of the Purchase Orders from CompuCom so that we can properly process, invoice and collect on these orders.

In addition, we have also discussed this with the CompuCom team and we anticipate that this will be less of an issue in the future as we have both agreed to the following guidelines:

1. CompuCom & the SAM acknowledge and understand that all orders MUST be processed through the SAM.
2. If a customer sends an order directly to CompuCom for processing, CompuCom will reject the order and require that the customer email/fax/mail all orders to the SAM for processing.

MySAM Central Application/Server Failures

One of the design features of the MySAM Central application is to generate & email invoices automatically. We discovered a bug in the application, causing it to fail intermittently. The development team ascertained that this happened for at period of at least 57 days.) As a result,

several agencies reported that they never received invoices once our collections efforts were underway. These failures caused a significant delay in collecting payments from the agencies.

Action Taken:

This issue has been resolved (for the interim) as we have implemented an internal monthly auditing process as well to ensure that we monitor this closely.

In addition to the interim workaround, the NewVenue development team will build an email log trigger job to capture any unsent email error messages. Then, automatically RESEND any unsent email confirmations. The team is researching this to determine if the failure is within the application or within the servers that host the application.

Key Staff Turnover

We had 2 key employees, who we unfortunately had to terminate. Their roles were 100% SAM Administration and Support. Some time in April/May (2012) timeframe, we begin to notice a decline in their work performance. After exhausting all efforts to help them improve their productivity, we concluded it was best to terminate them so we did this in July & August. We've since discovered the impact that their poor performance has had on SAM operations.

Action Taken: In the July/September timeframe, we terminated these employees and hired new staff to support this contract. These resources include:

(2) Full-time SAM Administrators
(1) Full-time SAM Collections Administrator
(1) Full-time SAM Accounts Receivable Representative (by February 2013)
(1) Full-time SAM Accounts Payable Representative (by March 2013)

In addition, we have structured the Vice-President's role (Jacque Riley) to oversee and audit the implementation of this Process Improvement Plan.

Strategic Leadership & Consistent Business Mentoring

As the leaders of this organization, we realize that we entrusted the daily operations of the SAM contract to newly trained employees too soon. Business travel and new development opportunities captured a great deal of our attention—resulting in mismanagement and missed errors. Our young support staff was not familiar with the inner workings of the SAM contract.

We also lacked relationships with more seasoned Business Professionals to help us navigate through the short-comings.

Action Taken:
As the President of NewVenue Technologies, Inc., I accept full responsibility for our performance on this contract. This ordeal has clearly demonstrated the need for consistent day-

to-day leadership. This has also challenged me to recognize my own inefficiencies—yet fueling me with determination to rebuild and restructure.

We sought mentor relationships with more experienced CEOs and other State Contract holders to provide guidance and support as I learn to navigate more efficiently. Dr. Louis Lynn, CEO of Enviro-Ag Science, has graciously agreed to help mentor and coach us in areas in which we have limited experience. He is also connecting us with other resources in the community that can help recover much faster from this ordeal. Having this additional level of support and guidance along with consistent touch-points with the State of SC, we are more than confident that this Process Improvement Plan will lend success.

ADDITIONAL STRATEGIES FOR IMPROVEMENT

Reporting for Improved Performance

In order to effectively improve our process and implement the strategies proposed in this plan, we fully understand that Reporting is a key tool for measuring our performance. As we move forward, our intent is to implement a full quality management process into our project plan. To aid in driving a cycle of continuous improvement, will use reporting to establish targets for each strategy we have outlined. Our goal is to ensure that these targets are measurable and achievable.

For starters, the SAM will submit the following reports on a bi-weekly basis to the State as well as CompuCom:

1. A report of payments received
2. A report of payments sent to CompuCom
3. A monthly report of outstanding collections (45+ days)

We will add additional reports if/when necessary to help us achieve and maintain compliance.

Quality Assurance Implementation

The SAM is establishing an agreement with an independent Quality Management Consultant, Kisha McLain. Mrs. McLain, a certified Six Sigma Black Belt Consultant, will begin consulting on a part-time basis, but as our operating budget permits, we fully intend to engage with her on a full-time basis. (Please see attachment for her resume.)

IMPLEMENTATION TIMELINE

We anticipate the following timeline for implementation of the strategies outlined herein:

Task Description	Start Date	Duration	Full Completion Date
Collections Process:	**Nov 2012**	**120 days**	**February 28, 2013**
Invoice (known) Aged POs	Nov 2012	30 days	Complete
MySAM Application Enhancements	Dec 2012	60-75 days	February 15, 2013
Consult with Collections Professionals	Nov 2012	3 days	Complete
Implement *Agency Profile* forms	Dec 2012	45 days	January 31, 2013
Implement *Customer Contact* forms	Jan 2013	Immediate	January 2, 2013
Mis-applied Vendor Payments:	**Nov 2012**	**30-45 days**	**January 31, 2013**
Resolve Aged Invoices to CompuCom	Nov 2012	30-45 days	January 31, 2013
Retrain SAM Accounting Staff	Nov 2012	45 days	On-going
Restructure Company Bank Accounts	Dec 2012	30 days	December 31, 2012
Change Banking Relationship	Dec 2012	10 days	December 31, 2012
Order Processing:	**Dec 2012**	**60 days**	**January 31, 2013**
Retrain/Refresh SAM Administrator	Nov 2012	15 days	Complete
Confirm Process with CompuCom	Dec 2012	1 day	Complete
Implement Rules for Delinquent Accts	Dec 2012	30 days	January 31, 2013
MySAM Application Failures:	**Nov 2012**	**60 days**	**January 31, 2013**
Develop & Test Automation Triggers	Nov 2012	60 days	January 31, 2013
Secure Adequate Staffing/Resources:	**Feb 2013**	**30 days**	**February 28, 2013**
Hire 1 Full-time A/R Clerk	Feb 2013	30 days	February 28, 2013
Hire 1 Full-time A/P Clerk	Feb 2013	30 days	February 28, 2013
Restructure of Current Resources	Nov 2012	Complete	Complete
Leadership & Mentoring Process:	**Nov 2012**	**On-going**	**On-going**
Seek Business & Financial Mentors	Nov 2012	Complete	On-going
Schedule Modifications/Accountability	Nov 2012	Complete	Complete
Monthly Meetings w/State & Vendors	Dec 2012	On-going	On-going
Additional Improvement Strategies:	**Jan 2013**	**30 days**	**On-going**
Improved Tracking & Reporting	Jan 2013	30 days	On-going
Quality Assurance Process	Mar 2013	60 days	May 31, 2013
Monthly Consulting with the SBA	Dec 2013	On-going	On-going

SUMMARY

As our improvement processes and strategies are implemented and validated we will continue to use the metrics and process configurations to determine areas within our processes where additional improvements can be made. As adjustments to theses processes are made, we will continue to track and document our progress. This document is a living document and our expectation is that this is a solid starting point to provide the State of South Carolina and CompuCom with assurances that we are on track to recovering from these set-backs.

Please note the attachments for this document are as follows:

Attachment	Description
1	(new) MySAM Training Guide
2	NewMetrx Overview & Features Document
3	NewMetrx Trademark Application
4	USDA Project 001 (Proposal)
5	USDA Project 002 (Proposal & Estimate)
6	SAM Agency Profile Form
7	SAM Customer Contact Form
8	Quality Assurance Manager Consultant Resume
9	Quality Assurance Manager—Six Sigma Certification

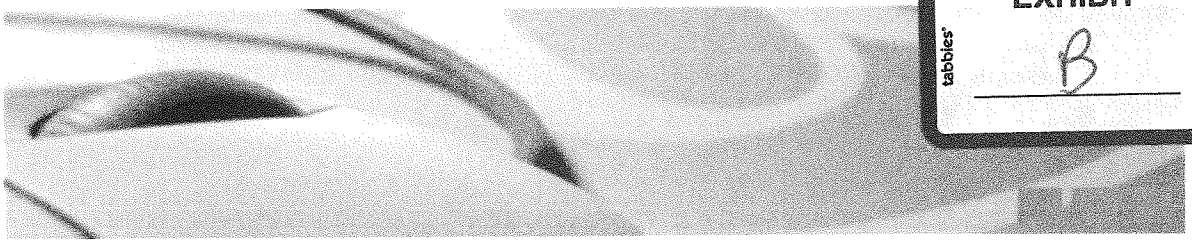

EXHIBIT
B

NEWVENUE TECHNOLOGIES, INC.
PO Box 292142
COLUMBIA, SOUTH CAROLINA 29229
WWW.NEWVENUETECH.COM

February 19, 2013

Information Technology Management Office
Division of Procurement Services
Norma J. Hall, FNIGP, CPPO, CPPB, CPM
State Procurement Officer
1201 Main Street Suite 600
Columbia, SC 29201

Re: Response to Show Cause Letter (January 28, 2013)

Dear Mrs. Hall:

As of today, we have spent the last 72 business days working non-stop (and around the clock) to resolve this seriously urgent situation. We have examined every aspect of our business processes to determine how this situation occurred. At this point, we have identified multiple factors that contributed to our delinquencies with CompuCom and they are as follows:

1. Key Staff Turnover—resulting in inconsistent record-keeping
2. Misapplied Vendor Payments—resulting in delinquent invoices payable to the CompuCom
3. Orders being processed by CompuCom (exclusive of the SAM)
4. MySAM Central web application bugs—resulting in an unreliable collections process
5. Inadequate collections process—resulting in delinquent invoices payable to the SAM
6. Insufficient Training—our new accounting staff did not fully understand how the SAM contract is executed
7. Lack of consistent oversight & leadership for day-to-day SAM operations
8. Invoice timing between CompuCom & NewVenue were not in sync
9. Discrepancies with CompuCom's Aging reports
10. Poor communications between NewVenue and CompuCom

Mrs. Hall, when you notified me on November 2, 2012, we immediately began to aggressively attack the situation. At that time, CompuCom's aging report reflected **$1.8M** as delinquent invoices. As of today, we have reduced this amount to **$318,551.55** (which we anticipate clearing up by later February/early March). To date, our payments to CompuCom since our November 2nd conversation total **$2,225,044.24**. The payment details are as follows:

Date	Amount	Vendor	Payment Method
11/5/2012	$246,555.11	CompuCom Systems Inc.	Wire Transfer
11/6/2012	$25,582.79	CompuCom Systems Inc.	Wire Transfer
11/12/2012	$28,052.93	CompuCom Systems Inc.	Wire Transfer
11/14/2012	$7,517.16	CompuCom Systems Inc.	Wire Transfer
11/29/2012	$84,244.53	CompuCom Systems Inc.	Wire Transfer
12/14/2012	$258,227.17	CompuCom Systems Inc.	Wire Transfer
12/17/2012	$16,383.54	CompuCom Systems Inc.	Wire Transfer

Date	Amount	Vendor	Payment Method
12/19/2012	$112,966.53	CompuCom Systems Inc.	Wire Transfer
01/04/2013	$52,976.57	CompuCom Systems Inc.	Wire Transfer
01/08/2013	$39,312.80	CompuCom Systems Inc.	Wire Transfer
01/14/2013	$239,148.00	CompuCom Systems Inc.	Wire Transfer
01/16/2013	$77,745.04	CompuCom Systems Inc.	Wire Transfer
01/22/2013	$79,511.69	CompuCom Systems Inc.	Wire Transfer
01/30/2013	$114,803.62	CompuCom Systems Inc.	Wire Transfer
01/31/2013	$27,112.11	CompuCom Systems Inc.	Wire Transfer
02/01/2013	$593,171.07	CompuCom Systems Inc.	Wire Transfer
02/05/2013	$150,851.13	CompuCom Systems Inc.	Wire Transfer
02/13/2013	$70,882.45	CompuCom Systems Inc.	Wire Transfer

In addition to aggressive payments for the delinquencies, we have implemented several new internal policies & procedures that will help my team and I better support the State of South Carolina and ensure that this situation does not ever happen again. These initiatives include:

- Implementation of new Accounting Software (recommending by an independent Collections Firm)
- Hiring and training new staff
- Restructuring our business bank accounts
- Restructuring our collections process
- Enhancing/Redesigning the MySAM application with new accounting features
- Development of an Advisory Board with seasoned CEOs to help us stay on course
- Establishing 53 days as terms for the State with CompuCom to help close the gaps
- Routine & much improved communication with CompuCom's accounting team
- Routine updates and reports to the State of South Carolina on the status of Aged accounts
- Pursuing necessary financing/funding to replace payments that were misapplied to other vendors
- Currently implementing several other strategies contained in our Process Improvement plan
- Submitting all collected Admin Fees to the State (we are current on all of our Admin Fees)

Mrs. Hall, the State of South Carolina is our biggest customer and the revenue we earn from this contract is what sustains our company. As a small business, we are grateful to the State of South Carolina for putting your confidence in our ability to perform in excellence. Because of the State, NewVenue Technologies, Inc. created 9 new jobs in 2012 and we anticipate future growth as a result of additional vendors being added to the SAM contract.

Lastly, I would like to express our deepest appreciation to you and Debbie Lemmon for truly helping us get this situation resolved. It has been a long road, but we did not travel it alone—the State of South Carolina has been there to help us identify our gaps and close them quickly. Without your constant support, guidance, accountability, and oversight, it's very unlikely that we could have turned this situation around as quickly as we have. We are grateful.

Mrs. Hall, I hope we have demonstrated to you and Mrs. Lemmon that we fully understand the seriousness of this matter and that we are diligently striving for 0% delinquencies with CompuCom as we move forward with them in supporting the State of South Carolina.

Kindest regards,

Terris S. Riley

Terris S. Riley | President
NewVenue Technologies, Inc.
803.667.9650 (Office)
800.992.3727 (Fax)
Email: triley@newvenuetech.com

People. Innovation. Technology.

EXHIBIT

C

Lemmon, Debbie

From: Terris Riley [triley@newvenuetech.com]
Sent: Thursday, June 06, 2013 12:11 PM
To: Lemmon, Debbie
Cc: Terris Riley
Subject: Re: South Carolina Software Acquisition Manager

Hi Debbie,

That feature is scheduled to role out in October/November. The design is complete & the developers are in coding now.

Until then, we'll be happy to provide reports for you or anyone else who submits a request.

Thanks,
Terris

On Jun 6, 2013, at 11:41 AM, "Lemmon, Debbie" <dlemmon@mmo.sc.gov> wrote:

> Terris,
> How can ITMO access the Software Acquisition Manager's "On-Demand Web Reports?
>
> Thank you,
> Debbie

Debbie Lemmon
Information Technology Management Office (ITMO)
1201 Main Street, Suite 601
Columbia, SC 29201
Phone # (803) 896-5236
Email: dlemmon@itmo.sc.gov

EXHIBIT

tabbies

From: Kirwan, Emmett
To: "Terris Riley"
Cc: Jacque" Riley; Geoffrey Chambers
Bcc: Hall, Norma
Subject: RE: MySAM Central Account login information
Date: Wednesday, September 25, 2013 1:38:00 PM

Terris,

Thank you for the clarification. What I am trying to accomplish is access to the full production site as it is available today to agencies who have logon credentials. This should be possible without necessitating a trip to your office in Blythewood next week.

Emmett I Kirwan
Procurement Manager I
ITMO – B&CB Division of Procurement Services
803-896-5304

From: Terris Riley [mailto:triley@newvenuetech.com]
Sent: Wednesday, September 25, 2013 1:21 PM
To: Kirwan, Emmett
Cc: Jacque' Riley; Terris Riley; Geoffrey Chambers
Subject: Re: MySAM Central Account login information

Hi Erwin,

My apologies, let me be more clear. This feature--State Admin level access--(technically called **role-based security**) is simply not available because it's not in the production environment. This has not been coded yet.

What is it that you are wanting to accomplish? Do you want to test-drive the system? If so, I will check to see if our demo environment is still accessible. It's an exact replica of MySAM but there is no real data.

Otherwise, I will be happy to provide a live demo of the actual production environment for you at my office when I return. What days/times look good for you next week?

Thanks,
Terris

Sent from my iPad

On Sep 25, 2013, at 12:39 PM, "Kirwan, Emmett" <ekirwan@mmo.sc.gov> wrote:

Terris,

I know you are out of town so in an effort to streamline the request below I called the Help number that is listed on the website, www.mysamcentral.com. As my option was to enter the name of a person following the recording I did not know if there was someone at NewVenue who could expedite the request below for an account login.

Thank you,

Emmett I Kirwan
Procurement Manager I
ITMO – B&CB Division of Procurement Services
803-896-5304

From: Kirwan, Emmett
Sent: Wednesday, September 25, 2013 11:39 AM
To: 'Terris Riley'
Cc: Jacque' Riley; Geoffrey Chambers
Subject: RE: MySAM Central Account login information

Terris,

Thank you for your response. Since this feature is not available would you at least be able to provide me a login so that I can see what State Agencies and other Using Governmental Units see when they receive their login credentials and are able to login?

To answer your question about which Software Vendors that are currently enrolled in the SAM process are South Carolina-based, your notes are correct. We currently do not have any software vendors that utilize the SAM process that are based or have their corporate headquarters located with South Carolina.

Emmett I Kirwan
Procurement Manager I
ITMO – B&CB Division of Procurement Services
803-896-5304

From: Terris Riley [mailto:triley@newvenuetech.com]
Sent: Tuesday, September 24, 2013 6:16 PM
To: Kirwan, Emmett
Cc: Jacque' Riley; Geoffrey Chambers; Terris Riley
Subject: Re: MySAM Central Account login information

Hi Emmett,

I hope you are doing well.

Thanks for contacting me. I contacted Debbie about a similar request a few weeks ago. When Jacque & I met with Norma, Delbert, and Debbie along with our attorney, Geoff Chambers, (back in June), we were in the midst of preparing to roll out the next phase of development for the MySAM system (which includes the implementation of the State Admin User role). However, the State explained the need to modify the SAM contract ASAP. We discussed the great challenges this would present for NewVenue from the applications development perspective as well as from a financial perspective (most importantly). In order to transition, we collectively agreed on certain strategies to help minimize impact, expenses & costs immediately. Some of these adjustments included down-sizing our staff as well as halting development work for MySAM (for now). Based on the State's long-term goals, we were forced to prepare for an extremely "Vendor-friendly" contract modification. Needless to say, we are in an **extremely stressful** place right now as we try to work through these obstacles. As we conveyed clearly in our meetings, this is going to take significant time to recover. But we **will** recover--that is for sure!

Emmett, this transition is taking a huge toll on our business as it has forced us to implement an entirely new business model. I have submitted a list of concerns that I am sure will be addressed at some point. In the meantime, my primary focus is making the necessary adjustments to run NewVenue.

As I previously explained to Debbie, this feature is currently not available in MySAM, but we will be happy to provide you with custom reports with the information you require. To properly set your expectations, Emmett, we will not be able to provide you with access to our system until we have worked through this modification and have regained the financial stability to resume development work.

Emmett, I know you were not privy to these meetings, conversations, plans, etc. so for additional information or clarity, please speak with Debbie, Norma or Delbert. They have documented status reports from me conveying this information.

I am putting out many fires right now, Emmett, but please let me know what reports you need and I will work diligently to get you this information.

Lastly, Emmett, as the contract administrator, can you confirm which Software Vendors that are currently enrolled in the SAM process are South Carolina-based. According to my notes, the number is "0" but I if you could validate that for sure, I would be most appreciative.

Thanks, Emmett! (I am serving on Governor Haley's Regulatory Review Board so although I am out of the office, I will be checking email in the evenings.) In the meantime, please let me know if you would like to meet so I can bring you up to speed

on anything. Plus it would be nice to meet you since it looks like we will be working together a lot :-)

Kind regards,
Terris

Sent from my iPad

On Sep 24, 2013, at 4:40 PM, "Kirwan, Emmett" <ekirwan@mmo.sc.gov> wrote:

> Terris,
>
> As the contract administrator for ITMO I need to have access to the reports available to the State of South Carolina in MySAM Central as an ITMO Super-user. Please provide me with a username and password that will gain me access to all South Carolina's MySAM Central reports. I understand you are out of the office until Friday, however I need this access no later than Thursday, September 26, 2013 at noon. If you need to contact me please do so at this e-mail or at the number listed below.
>
> Thank you,
>
> Emmett I Kirwan
> Procurement Manager I
> ITMO – B&CB Division of Procurement Services
> 803-896-5304

EXHIBIT

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Agency PO Issue Date	Agency posts NVTI Invoice to SCEIS	Date Agency Released PO for Payment	Date State's Pmt cleared NVTI's Bank	NewVenue Places order with CompuCom	CompuCom Ship Date	CompuCom's Invoice Date	Date CompuCom received Payment	NewVenue PO Number	Workdays from PO Issue to NVTI Order	Workdays from State Pmt Clearing to NVTI Placing Order	State's Pmt Cleared to CompuCom receiving NVTI Pmt	Total Invoiced	Shipped To Contact
07/29/11	08/08/11	08/30/11	09/06/11	09/09/11	09/12/11	09/12/11	10/27/11	**4600111187 Total**	30	4	38	$ 1,701.06	SC LAW ENFORCEMENT DIVISION
8/16/2011	08/24/11	08/30/11	09/01/11	09/09/11	09/13/11	09/13/11	10/27/11	**4600114672 Total**	18	6	40	$ 7,961.25	SC DEPT OF ED INTERNAL TECHNOLOGY
2/23/2012	02/28/12	03/08/12	03/13/12	06/25/12	06/25/12	06/25/12	08/16/12	**4600152119 Total**	86	73	110	$ 1,637.59	DMH-MENTAL HEALTH
2/28/2012	03/12/12	03/29/12	04/02/12	04/19/12	04/20/12	04/20/12	06/13/12	**4600153072 Total**	38	14	51	$ 327,275.02	DMV-DEPT OF MOTOR VEHICLES
3/19/2012	03/23/12	03/27/12	04/02/12	03/30/12	03/30/12	03/30/12	05/11/12	**4600157445 Total**	10	-2	29	$ 9,916.81	RETIREMENT INVESTMENT COMMISSION
3/28/2012	04/04/12	04/26/12	04/30/12	05/08/12	05/09/12	05/09/12	06/29/12	**4600159641 Total**	30	7	43	$ 4,001.45	ORANGEBURG AREA MHC
3/30/2012	04/04/12	04/18/12	04/23/12	05/09/12	05/09/12	05/09/12	07/05/12	**4600160028 Total**	29	13	51	$ 800.28	DMH-COASTAL EMP PO
3/30/2012	04/04/12	04/23/12	04/26/12	05/14/12	05/14/12	05/14/12	07/12/12	**4600160112 Total**	31	12	53	$ 4,001.40	DMH-MENTAL HEALTH/COLUMBIA AREA MHC
3/30/2012	04/04/12	04/11/12	04/16/12	05/09/12	05/09/12	05/09/12	07/05/12	**4600160168 Total**	29	18	56	$ 2,195.12	DMH-WACCAMAW PO
4/6/2012	04/23/12	05/03/12	05/07/12	05/09/12	05/09/12	05/09/12	07/05/12	**4600161697 Total**	24	3	41	$ 800.28	DMH-BERKELEY COMMUNITY MHC
7/18/2012	07/18/12	07/24/12	07/26/12	07/30/12	07/30/12	07/30/12	09/20/12	**4600183098 Total**	9	3	40	$ 153.45	LABOR, LICENSING AND REGULATION
8/1/2012	08/03/12	08/07/12	08/13/12	08/08/12	08/08/12	08/08/12	09/20/12	**4600189086 Total**	6	-4	28	$ 676.50	HOUSING FINANCE AND DEVELOPMENT AUT
8/3/2012	08/03/12	08/24/12	08/28/12	08/28/12	10/11/12	10/11/12	02/20/13	**4600189557 Total**	18	1	118	$ 6,041.00	SCDEW-DEPT OF EMPLOYMENT & WORKFORC
12/14/2012	12/17/12	12/28/12	01/02/13	02/06/13	02/06/13	02/06/13	04/19/13	**4600222484 Total**	34	25	76	$ 16,778.42	PUBLIC SERVICE COMMISSION
3/27/2013	03/27/13	04/18/13	04/22/13	04/29/13	04/29/13	04/29/13	07/03/13	**4600243430 Total**	24	6	51	$ 161,804.76	DOT-IT SERVICES LEE FOSTER
4/8/2013	04/08/13	04/15/13	04/17/13	04/29/13	04/29/13	04/29/13	06/27/13	**4600245664 Total**	16	9	50	$ 176,136.00	DSS-INFORMATION SYSTEMS
4/29/2013	05/21/13	05/22/13	05/24/13	06/06/13	06/07/13	06/07/13	08/20/13	**4600250356 Total**	27	9	61	$ 77,595.76	ATTORNEY GENERAL'S OFFICE
4/30/2013	04/30/13	05/03/13	05/07/13	05/09/13	05/10/13	05/10/13	08/20/13	**4600250365 Total**	8	3	73	$ 1,975.08	GOVERNOR'S OFFICE-STATE HOUSE
5/2/2013	05/06/13	05/20/13	05/22/13	06/20/13	06/21/13	06/21/13	09/20/13	**4600251335 Total**	34	21	85	$ 312,506.80	SC JUDICIAL DEPARTMENT
6/4/2013	06/04/13	06/13/13	06/17/13	06/19/13	06/19/13	06/19/13	08/20/13	**4600258139 Total**	12	3	46	$ 213,573.12	H&HS-MAIN OFFICE
6/4/2013	06/04/13	06/13/13	06/17/13	06/27/13	06/27/13	06/27/13	09/04/13	**4600258141 Total**	18	9	56	$ 74,160.00	H&HS-MAIN OFFICE
								Grand Total				$ 1,401,691.15	

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INSTALLMENT PROMISSORY NOTE

April 4, 2013

This Installment Promissory Note dated as of April 4, 2013 (the "Effective Date"), is entered into by and between, NEWVENUE TECHNOLOGIES, INC. (the "Borrower") with its principal place of business at 712 Calhoun Street, Suite A, Columbia, South Carolina 29229 and COMPUCOM SYSTEMS, INC., with its principal place of business at 7171 Forest Lane, Dallas, Texas 75230 hereinafter, together with its successors and assigns, (the "Lender").

WHEREAS, Borrower is delinquent in the payment of Lender's invoice numbers 61631939 and 61611048 in the total amount of $674,766.51;

WHEREAS Borrower intends to pay to the order of Lender, the remaining principal sum of the outstanding amount as specified in the attached Loan Schedule executed between Borrower and Lender (collectively, the "Loan Amount"), in immediately available funds, plus interest at the rate specified in the Loan Schedule ("Interest Rate").

THEREFORE, in consideration of value received, the Borrower does hereby promise to pay to the Lender the total principal amount of US $674,766.21 (the "Loan Amount") which amount shall be due and payable in full plus accrued interest on the maturity date specified in the applicable Loan Schedule (the "Maturity Date"), or such earlier date as any payment of the Loan Amount shall be otherwise due, whether by acceleration or otherwise.

All payments shall be credited first to accrued but unpaid interest and thereafter to the unpaid principal balance as indicated in the Loan Schedule. All payments shall be in lawful money of the United States. Payments are to be made at 7171 Forest Lane, Dallas, Texas 75230, or such other place as the legal holder of this Installment Promissory Note may notify Borrower from time to time in writing.

It is the express intent this contract for payment remain valid for payment of principal and allowable interest in the event that interest exceeds the maximum rate allowable by applicable law. If applicable laws are discovered or applicable laws change such that the amount of interest due or payable hereunder exceeds the maximum rate of interest allowed by applicable law, and in the event any such payment is inadvertently made by the Borrower or inadvertently received by the Lender, then such excess sum shall be credited as a payment of principal. It is the express intent of the Borrower and the Lender that the Borrower not pay and the Lender not receive, directly or indirectly in any manner whatsoever, interest in excess of that which may legally be paid by the Borrower under applicable law.

As used herein, "Event of Default" shall be any or all of the following: (a) the failure of Borrower to pay any principal or interest amount of this Installment Promissory Note in accordance with the terms hereof; (b) if Borrower shall apply for or consent to the appointment of a custodian, receiver, trustee or liquidator, or other court-appointed fiduciary of all or a substantial part of its properties; or such a custodian, receiver, trustee or liquidator or other court-appointed fiduciary shall be appointed with or without the consent of Borrower; or Borrower makes a general assignment for the benefit of creditors; or Borrower files a voluntary petition under the federal bankruptcy laws, or a petition or an answer seeking reorganization or

arrangement with creditors or seeking to take advantage or any insolvency law, or an answer admitting the material allegations of a petition in any bankruptcy, reorganization or insolvency proceeding or has taken action for the purpose of effecting any of the foregoing; or within sixty (60) days after the commencement of any proceeding against Borrower seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the federal bankruptcy laws or any comparable state law or any successor law or the appointment of any trustee, receiver, custodian, liquidator, or other court-appointed fiduciary or assignee of Borrower or of all or a substantial portion of its properties, such order or appointment shall not have been vacated or stayed on appeal or otherwise; and/or (c) Borrower shall admit in writing its inability the debt described in this Installment Promissory Note or other debt or payment owed to Lender by Borrower as they become due.

Time is of the essence. Upon the occurrence of an Event of Default, the holder of this Installment Promissory Note may, in its sole option, declare all amounts of principal and accrued interest to be immediately due and payable in full. The failure of the holder of this Installment Promissory Note to accelerate Borrower's obligation to make payments in any one instance shall not constitute a waiver of the right to accelerate on any later date. Upon Borrower's default, Lender shall have all the rights and remedies of a creditor under applicable law.

No delay or omission on the part of the Lender or any holder hereof in exercising its rights under this Installment Promissory Note shall operate as a waiver of such rights or any other right of the Lender or any holder hereof, nor shall any waiver by the Lender on any one occasion be deemed a bar to, or be a waiver of, the same right or rights on any future occasion. The statute of limitations for filing an action to enforce this promissory note is expressly not waived.

The Borrower hereby promises to pay all reasonable costs of collection, including reasonable attorneys' fees, should this Installment Promissory Note be collected by or through an attorney-at-law or under advice therefrom.

Any notice or demand required or to be given hereunder shall be in writing, and shall be deemed to have been given and received when deposited in a post office or official depository of the United States Postal Service, sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower: NewVenue Technologies, Inc.
Attention: Terris S. Riley
712 Calhoun Street, Suite A,
Columbia, South Carolina 29229

If to Lender: CompuCom Systems, Inc.
Attention: Legal Services
7171 Forest Lane
Dallas, Texas 75230

The addresses or addresses set forth in this Note may be changed by any party by giving notice of such change to the other party in the manner provided herein for giving notice.

This Agreement shall be construed in accordance with and governed by the laws of the State of South Carolina.

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

NEWVENUE TECHNOLOGIES, INC.	COMPUCOM SYSTEMS, INC.
By: Terris S. Riley	By: _____
TERRIS S. Riley Printed Name	_____ Printed Name
President Title	_____ Title
5/7/2013 Date	_____ Date

Exhibit A

Loan Schedule
To
Installment Promissory Note
Dated April 10, 2013

Loan Amount: US $674,766.51

Loan Date: April 10, 2013

Interest Rate: 7% per annum

Maturity Date: June 15, 2013

Payment Schedule

1. $224,922.17 principal plus accrued interest of $7,872.27 for a total payment of $232,794.44 due on April 15, 2013
2. $224,922.17 principal plus accrued interest of $2,624.09 for a total payment of $227,546.26 due on May 15, 2013
3. $224,922.17 principal plus accrued interest of $1,312.04 for a total payment of $226,234.22 due on June 15, 2013

NEWVENUE TECHNOLOGIES, INC.

By: Terris S. Riley

Name: TERRIS S. Riley
An Authorized Director/Officer

5/7/2013
Date

COMPUCOM SYSTEMS, INC.

By: _____

Name: _____
An Authorized Director/Officer

_____
Date

EXHIBIT

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9/27/13

Dear Earl,

I've tried reaching you via phone and email, but was not able to connect with you.

I wanted to discuss a few things with you regarding the modifications of both of our contracts with the State of South Carolina, which became effective September 1, 2013. I wanted us to begin these discussions sooner rather than later.

When the State approached us with their intentions for the modifications, we understood the position of the vendors, however, we knew (and conveyed) that this would significantly impact our business cashflow model. We immediately begin putting strategies in place to help us "brace" for what we knew was ahead. Some of these strategies were: ceasing all development activity on our MySAM Central application, downsizing our staff, and cuts for all other operating expenses as much and as quickly as possible. Earl, at the onset of the modification, we were still trying to recover from earlier financial troubles (along with personal health issues) so the new modification is a huge blow to our business. In essence, we were paying CompuCom's older invoices as quickly as possible as we continued pursuing financing and other contracts. To date, NewVenue Technologies, Inc. owes **approximately $2.5M.**

Earl, now that the modifications are in effect, we will need to work with you and your team at CompuCom to agree on (semi) long-term solution for us to repay this debt. We've met with our attorney as well as our Advisory Board to determine a course of action. Now that our cashflow model has drastically changed due to the modification, we are less attractive to banks and investors for financing as a small business. So, from our perspective, this is what we believe to be our options:

Option A: Repayment Agreement—NewVenue work directly with CompuCom to come up with a 24-month repayment agreement for the outstanding balance (plus interest). We would prefer to keep this arrangement between NewVenue and CompuCom **only** (at least initially) so as not to endanger our contract. If our contract is canceled, Earl, we will have no other choice but to restructure our company. This contract is our primary contract and if we lose it, it will impede our ability to repay our debt to CompuCom as quickly as we would like to. CompuCom is the only Vendor we owe so we are confident that if we can implement a satisfactory repayment agreement, NewVenue can continue pursuing other contracts, other financing options, etc to resolve this balance with **CompuCom.**

Option B: Corporate Restructure through Bankruptcy—we would like to avoid this option if possible because it would only delay resolution of our debt repayment. This would also make it extremely difficult to secure other contracts—creating additional obstacles and significant time delays.

Earl, we have worked through difficult situations before. There are several factors that have collectively landed us where we are. I cannot continue focusing on 2012's management mistakes—I must focus on strategies and opportunities that will contribute to our recovery. Please know that just as in times past, we will not walk away from this debt and it will

remain our top priority. We fully intend to repay the **entire** amount we owe CompuCom (with interest). Now that the State of South Carolina has modified the SAM process, the possibility of this occurring again is now eliminated for CompuCom.

I would like for CompuCom to consider the following terms:

Outstanding Balance:	**$2,591,189.17**
Interest Rate:	**7%**
Number of Months:	**24**
Monthly Payment:	**$40,000.00 (months 1-12)**
Monthly Payment:	**$80,000.00 (months 13-24)**
Month 25:	**Outstanding Balance (plus accrued interest)**
Begin Date:	**October 1, 2013**

Earl, I know that you require time to review this with your management team. I am open to coming to your office in Dallas to meet with CompuCom to discuss this further. I am also open to your team visiting our operations here in Columbia to discuss as well. I want your team to have a comfort level in who we are as people and who we are as a business. We are not walking away from our debt. We acknowledge that we owe it and we need time to remain afloat so we can repay it. I understand the inconvenience this imposes on CompuCom and we are doing the best we can to rectify this situation as quickly as possible. The sooner we can discuss this, the sooner we can determine which options are going to be the best options for both NewVenue and CompuCom.

Earl, I hope to hear back from you very soon, but in the meantime, we will submit our first payment of $40,000 on October 1st, in good faith. While we are in negotiations to sell our proprietary Data Analytics software (NewMetrx™) for a substantial gain, I cannot predict how long it will be before we actually seal the deal. Our ability to remain afloat as a business will depend largely on whether CompuCom is willing to workout an interim repayment agreement with us. I sincerely hope we can agree to an arrangement so that NewVenue can retain our contract, pursue other business and recover from this.

Thank **you.**

Terris S. Riley

Terris S. Riley
NewVenue Technologies, Inc.
Email: triley@newvenuetech.com
Phone: (803) 429-0924

PURCHASE ORDER
SC Dept of Transportation

Purchasing Office:
IT Services
955 Park Street Room G11A
Columbia, SC 29201-3976
Phone: (803) 737-1003
Fax: (803) 737-1020

Invoice To:
Attn: Accounts Payable
SC Dept of Transportation
PO Box 191
Columbia, SC 29201

EXHIBIT
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Purchase Order: 4600243430
Date Issued: 03/27/2013
PO Number must appear on all Invoices and Delivery Slips.

Payment Terms:
within 30 Days 0.000 Percent Discount

Vendor: 7000147823
NEWVENUE TECHNOLOGIES INC
ONTRACT#4400003161 DEFAULT
PO Box 292142
COLUMBIA SC 29229
USA

Deliver To:
DOT - IT Services Lee Foster
955 Park St
Floor Room G-11A
Columbia, SC 29201-3976

INSTRUCTIONS TO VENDOR

ESD - Electronic Delivery Only

Item No.	QTY	Order UOM	Description	Unit Price	Amount
00010	3,021	EA	Office 365 Plan G3 Shrd Srvr Release Order for contract 440000316100010 Quote 3200910 Delivery Date: 03/29/2013	53.5600	161,804.76
				Subtotal	161,804.76

Created By: CAROLYN KOON **Total:** **161,804.76**

Authorized Signature: **If received electronically, printed name represents authorized signature for this document**

All Sales to the State of South Carolina (SC) are subject to the SC sales and use tax laws, unless such sales are otherwise exempt. The Contractor/Vendor will collect such tax as required.

NEW VENUE TECHNOLOGIES, INC.

Account Number 2230 0570 1644

Deposits and Credits - Continued

Date Posted		Amount ($)	Description	Bank Reference
04/08		725.16	SC State Treasur Des:11000 CT ID:R230 3403402344 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902395011248690
04/08		704.85	Clemsonuniv Pmd Des:Payment ID:053158 Indn:Newvenue.Sampayments Co ID:7010532275 Ccd	902395010289702
04/08		75.00	Wire Transfer Fee Refund Fdes Nmo 0006576 Nbkfhon	945004085767755
04/08		50.00	Wire Transfer Fee Refund Fdes Nmo 0006576 Nbkfhon	945004085767724
04/09		190,348.80	Deposit	813005342903375
04/10		296,733.85	SC State Treasur Des:11000 CT ID:K050 3403408182 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902399012802361
04/10		90.87	Coastal Carolina Des:Payment ID:0907889 Indn:New Venue Technologies Co ID:3570882454 Ccd	902399011490435
04/15		11,184.31	Deposit	813004742066447
04/16		480,472.03	SC State Treasur Des:11000 CT ID:U120 3403423807 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902305014799027
04/16		45,597.90	SC State Treasur Des:11000 CT ID:F030 3403423805 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902305014799015
04/16		3,777.68	SC State Treasur Des:11000 CT ID:E280 3403423804 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902305014799009
04/16		2,885.25	Deposit	813003242476257
04/16		237.60	SC State Treasur Des:11000 CT ID:J040 3403423806 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902305014799021
04/16		53.51	CheckCard 0413 Triangle Rent A Car Llc Columbia SC 74632693105105560135406	929904131931113
04/17		176,136.00	SC State Treasur Des:11000 CT ID:L040 3403429411 Indn:0000Newvenue Technol Co ID:1570882450 Ctx	902306010499706
04/17		20,810.62	SC State Treasur Des:11000 CT ID:J040 3403429410 Indn:0000Newvenue Technol Co ID:1570882450 Ctx	902306010499705
04/17		5,941.65	SC State Treasur Des:11000 CT ID:F030 3403429409 Indn:0000Newvenue Technol Co ID:1570882450 Ctx	902306010499704
04/17		55.24	Coastal Carolina Des:Payment ID:0907889 Indn:New Venue Technologies Co ID:3570882454 Ccd	902306009342452
04/19		36,847.64	Deposit	813005342382034
04/22	DEPOSIT FOR PO# 460024340	161,804.76	SC State Treasur Des:11000 CT ID:U120 3403440683 Indn:0000Newvenue Technol Co ID:1570882450 Ctx	902309004725658
04/22		2,028.68	BkofAmerica Mobile 04/22 3221015214 Deposit *mobile SC	946304220015214
04/22		1,906.61	SC State Treasur Des:11000 CT ID:D100 3403440681 Indn:0000Newvenue Technol Co ID:1570882450 Ctx	902309004725656
04/22		471.07	SC State Treasur Des:11000 CT ID:F030 3403440682 Indn:0000Newvenue Technol Co ID:1570882450 Ctx	902309004725657
04/23		221,491.24	Deposit	813003942652221

WELLS FARGO

07/03/2013 02:47 PM ET
CUSTOMER ID: COMPU064
OPERATOR ID: BARND907

Commercial Electronic Office®

COMPUCOM SYSTEMS, INC.

Wire Transfer Detail Report
As of 07/03/2013

Treasury Information Reporting

Currency: USD
Bank: 121000248
Account: 2014168377737(PA)

WELLS FARGO BANK, N.A.
COMPUCOM

Credit Wire Amount	Process Date Time	From	Corresponding Bank:	Status
772,748.56	07/03/2013 11:23 AM CT	FEDWIRE N/A IBM INTERNATIONAL TREASURY SERVICES N/A	N/A	COMPLETE

Wire Service Reference Number:
0703B1QFII1A000780
Wells Message Number:
130703073953
PC Reference/Confirmation Number:
GT01540419848758
Value Date:
07/03/2013
Wire Type:
195
Wire Amount:
772,748.56
Transaction Reference Number:
130703073953
USD Equivalent Amount:
772,748.56
Originator ID:
456027577842
Originator Name and Address:
IBM INTERNATIONAL TREASURY SERVICES COMPANY
24-32 PEMBROKE ROAD
DUBLIN, IRELAND
Instructing Bank Code/ID:
N/A
Instructing Bank Name and Address:
N/A
Sending Party ID:
026009580
Sending Party Name and Address:
THE ROYAL BANK OF SCOTLAND PLC
CONNECTICUT BRANCH (RBS PLC)
101 PARK AVENUE
NEW YORK CITY NY 10178
Bank to Bank Info:
/INS/ROC/GT01540419848758
//GETIPRIORITY
Beneficiary Bank Code/ID:
N/A
Beneficiary Bank Name and Address:
N/A
Originator to Beneficiary Info:
()419848758 COMPUCOM - Q PAY IBM CREDIT LLC

Instructed Currency/Amount:
USD/772,748.56
Exchange Rate:
1.000000
Fed/CHIPS/SWIFT Reference Number:
0703B1QFII1A000780
Completed Timestamp:
07/03/2013 11:21 AM CT
Sender Reference Number:
0958176289130703
Originating Bank Code/ID:
N/A
Originating Bank Name and Address:
N/A
Receiving Party ID:
002014168377737
Receiving Party Name and Address:
CSI FUNDING INC /NORWEST BANK NA
ATTN: TREASURY DEPT
7171 FOREST LANE
DALLAS TX 75230
Intermediary Bank Code/ID:
N/A
Intermediary Bank Name and Address:
N/A
Beneficiary Code/ID:
N/A
Beneficiary Reference ID:
2014168377737
Beneficiary Name and Address:
COMPUCOM SYSTEMS, INC
P O BOX 951654
DALLAS, TX
US 75395-165

Text:

026009580 THE ROYAL BANK OF SCOTLAND PLC CONNECTICUT BRANCH (RBS PLC) 101 PARK AVENUE NEW YORKCITY NY 10178 0958176289130703 ORG=IBM INTERNATIONAL TREASURY SERVICES COMPANY 24-32 PEMBROKE ROAD DUBLIN, IRELAND RFB=GT01540419848758 OBI=()419848758 COMPUCOM - Q PAY IBM CREDIT LLC OPI=456027577842 /FTR/ BNF=2014168377737 COMPUCOM SYSTEMS, INC P O BOX 951654 DALLAS, TX US 75395-165 BBI=/INS/ROC/GT01540419848758 //GETIPRIORITY COMPLETED TIMESTAMP 07/03/2013 11:21 AM CT

Credit Wire Amount	Process Date Time	From	Corresponding Bank:	Status
527,351.69	07/03/2013 10:59 AM CT	FEDWIRE N/A NEW VENUE TECHNOLOGIES, INC. N/A	N/A	COMPLETE

Note: Intraday information subject to change

COMPUCOM SYSTEMS, INC.

07/03/2013 02:47 PM ET
CUSTOMER ID: COMPU064
OPERATOR ID: BARND907

Wire Transfer Detail Report
As of 07/03/2013

Commercial Electronic Office® — **Treasury Information Reporting**

Wire Service Reference Number:
0703B6B7HU3R006405
Wells Message Number:
130703067384
PC Reference/Confirmation Number:
102974946
Value Date:
07/03/2013
Wire Type:
195
Wire Amount:
527,351.69
Transaction Reference Number:
130703067384
USD Equivalent Amount:
527,351.69
Originator ID:
223005701644
Originator Name and Address:
NEW VENUE TECHNOLOGIES, INC.
PO BOX 292142
COLUMBIA SC 29229-0036
Instructing Bank Code/ID:
N/A
Instructing Bank Name and Address:
N/A
Sending Party ID:
026009593
Sending Party Name and Address:
BANK OF AMERICA, NEW YORK, NY
100, 33RD STREET WEST
NEW YORK NEW YORK 10001
Bank to Bank Info:
N/A
Beneficiary Bank Code/ID:
N/A
Beneficiary Bank Name and Address:
N/A
Originator to Beneficiary Info:
SUMMARY FOR 07032013

Instructed Currency/Amount:
USD/527,351.69
Exchange Rate:
1.000000
Fed/CHIPS/SWIFT Reference Number:
0703B6B7HU3R006405
Completed Timestamp:
07/03/2013 10:58 AM CT
Sender Reference Number:
2013070300203103
Originating Bank Code/ID:
N/A
Originating Bank Name and Address:
BANK OF AMERICA, N.A.
222, BROADWAY, WAY
NEW YORK,US 10038
Receiving Party ID:
002014168377737
Receiving Party Name and Address:
CSI FUNDING INC /NORWEST BANK NA
ATTN: TREASURY DEPT
7171 FOREST LANE
DALLAS TX 75230
Intermediary Bank Code/ID:
N/A
Intermediary Bank Name and Address:
N/A
Beneficiary Code/ID:
N/A
Beneficiary Reference ID:
2014168377737
Beneficiary Name and Address:
COMPUCOM SYSTEMS, INC.
2975 REGENT BLVD
IRVING, TX, 75063, US

Text:
026009593 BANK OF AMERICA, NEW YORK, NY 100, 33RD STREET WEST NEW YORK NEW YORK 10001 2013070300203103 OGB=BANK OF AMERICA, N.A. 222, BROADWAY, WAY NEW YORK,US 10038 ORG=NEW VENUE TECHNOLOGIES, INC. PO BOX 292142 COLUMBIA SC 29229-0036 RFB=102974946 OBI=SUMMARY FOR 07032013 OPI=223005701644 /FTR/ BNF=2014168377737 COMPUCOM SYSTEMS, INC. 2975 REGENT BLVD IRVING, TX, 75063, US COMPLETED TIMESTAMP 07/03/2013 10:58 AM CT

Credit Wire Amount	Process Date Time	From	Corresponding Bank	Status
292,395.20	07/03/2013 06:36 AM CT	FEDWIRE HSBC BANK PLC-LONDON COMPUTERLAND UK LTD N/A	N/A	COMPLETE

Note: Intraday information subject to change

EXHIBIT H - P5

Soyars, April (as150421) 7/3/13 - $527,351.69

From:	Terris Riley <triley@newvenuetech.com>
Sent:	Friday, July 05, 2013 8:53 AM
To:	Brown, Ronnie (ronbrown); TM-099-AR OPS Team
Subject:	remittance for $527K payment
Attachments:	NVTI_Summary_07032013.xls

I'm sorry, Ronnie. Here ya go!

Terris. S. Riley
NewVenue Technologies, Inc.
www.newvenuetech.com

Ph 803.667.9650

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[illegible]

Please consider the environment before printing this e-mail.

NewVenue Technologies, Inc.
Summary of Invoice Payments

Vendor:	CompuCom Systems, Inc.
Payment Date:	7/3/2013
Payment Amount:	$527,354.69
Wire Transfer Fee:	$3.00
Credit for Duplicate Pymt	$0.00
Final Payment Amt:	$527,351.69
Payment Type:	wire transfer

Date	PO#	Customer	CompuCom Inv#	Gross Inv Amt	Vendor Pymt	Admin Fee
29-Apr-13	4600243430	NEWVENUE/S. CAROLINA D.O.T.	61774624	$161,804.76	$157,759.64	$4,045.12
8-May-13	P58132	NEWVENUE/COUNTY OF CHARLESTON	61786913	379,071.84	$369,595.04	$9,476.80
				$540,876.60	$527,354.69	$13,521.92

PURCHASE ORDER
Public Service Commission

Purchasing Office:
Public Service Commission of SC
101 Executive Center Drive
Columbia, SC 29201
Phone: (803)896-5180
Fax: (803)896-5188

Invoice To:
Public Service Commission of SC
Attn: Accounts Payable Office
PO Box 11649
Columbia, SC 29201

EXHIBIT
I

Purchase Order: 4600222484
Date Issued: 12/14/2012
PO Number must appear on all Invoices and Delivery Slips.

Payment Terms:
within 30 **Days** 0.000 **Percent Discount**

Vendor: 7000147823
NEWVENUE TECHNOLOGIES INC
ONTRACT#4400003161 DEFAULT
PO Box 292142
COLUMBIA SC 29229
USA

Deliver To:
Public Service Commission
101 Executive Ctr. Dr., Suite 100
Columbia, SC 29210-8412

INSTRUCTIONS TO VENDOR

Item No.	QTY	Order UOM	Description	Unit Price	Amount
00010	60	EA	CoreCAL Alng LicSAPK MVL UsrCAL 3rd year renewal Delivery Date: 12/31/2012	64.0800	3,844.80
				Subtotal	3,844.80
00020	60	EA	SysCtr VMMCltML LicSAPK MVL 3rd year renewal Delivery Date: 12/31/2012	9.8400	590.40
				Subtotal	590.40
00030	1	EA	ExchgSvrSRA Alng 3rd year renewal Delivery Date: 12/31/2012	267.5800	267.58
				Subtotal	267.58
00040	1	EA	SharePointSVR A:NG LicSAPK MVL 3rd year renewal Delivery Date: 12/31/2012	1,862.9800	1,862.98
				Subtotal	1,862.98
00050	2	EA	SQLSvrStd ALNG licSAPK MVL 3rd year renewal Delivery Date: 12/31/2012	2,711.9100	5,423.82
				Subtotal	5,423.82
00060	1	EA	SysCtrOpsgrSvrwSQL ALNG LicSapk MVL 3rd year renewal Delivery Date: 12/31/2012	500.8200	500.82
				Subtotal	500.82
00070	1	EA	SysCtrVMMCltML LicSAPK MVL 3rd year renewal Delivery Date: 12/31/2012	190.7800	190.78
				Subtotal	190.78

Purchase Order: 4600222484 **PURCHASE ORDER**

00080	1	EA	VisioPro ALNG LicSAPk MVL 3rd year renewal Delivery Date: 12/31/2012	185.3600	185.36
				Subtotal	185.36
00090	4	EA	WinSvrDataCtr ALNG LicSAPK MVL 3rd year renewal Delivery Date: 12/31/2012	909.3900	3,637.56
				Subtotal	3,637.56
00100	1	EA	WinSvrSTD ALNG LicSAPK MVL 3rd year renewal Delivery Date: 12/31/2012	274.3200	274.32
				Subtotal	274.32

Created By: MELISSA PURVIS **Total:** **16,778.42**

Authorized Signature: **If received electronically, printed name represents authorized signature for this document**

All Sales to the State of South Carolina (SC) are subject to the SC sales and use tax laws, unless such sales are otherwise exempt. The Contractor/Vendor will collect such tax as required.

EXHIBIT I P3

Used to be CompuCom

INVOICE

NewVenue Technologies, Inc.
PO Box 292142
Columbia, SC 29229

MySAM Central™

Questions? Contact Us
Email: invoices@mysamcentral.com
Phone: 1-800-992-3727
Fax: 1-800-992-3727
Make checks payable to:
NewVenue Technologies, Inc.
Mail Payments to: PO Box 292142
Columbia, SC 29229

Public service Commission of SC
Public Service Commission of SC
Attn: Accounts Payable Office, po Box 11649
Columbia SC 29201

Date Issued: 2012-07-12
PO Number: ~~4600430058~~ 4600222 48
Payment Terms: Upon Receipt
Invoice Number: 4600139053120712843

Item	Qty	Manufacturer Part#	Software Description	Unit Price	Amount
1	60	W06-00445	CoreCAL Alng LicSAPK MVL UsrCAL	64.08	3844.80
2	60	26C-00467	SysCtr VMMCltML LicSAPK MVL	9.84	590.40
3	1	312-02177	ExchgSvrSRA Alng	267.58	267.58
4	1	H04-00232	SharePointSVR ALNG LicSAPK MVL	1862.98	1862.98
5	2	228-03159	SQLSvrStd ALNG LicSAPK MVL	2711.91	5423.82
6	1	EFC-00332	SysCtrOpsgrSvrwSQL ALNG LicSapk MVL	500.82	500.82
7	1	SNA-00158	SysCtrVMMWkgrp ALNG LicSAPk MVL	190.78	190.78
8	1	D87-01057	VisioPro ALNG LicSapkMVL	185.36	185.36
9	4	p71-01031	WinSvrDataCtr ALNG LicSAPK MVL	909.39	3637.56
10	1	P73-00203	WinSvrSTD ALNG LicSAPK MVL	274.32	274.32
Additional Notes:					
If you have any questions or concerns,please contact the SAM immediately at (800) 992-3727 or you may email us at invoices@mysamcentral.com. We'll be happy to assist you.					
				Taxes:	0.00
				Shipping & Handling:	0.00
				Total Amount of this Invoice:	$16778.42

P.O.

12-13-12

CHECKED FOR CLERICAL ACCURACY

RECEIVED
DEC 13 2012
PSC SC
FINANCE DEPARTMENT

Software Acquisition Manager for the State of South Carolina

H

NEW VENUE TECHNOLOGIES, INC.

Account Number 2230 0570 1644

Deposits and Credits

Date Posted		Amount ($)	Description	Bank Reference
01/02	PO 460222484 Deposit in NV's Bank Acct	16,778.42	SC State Treasur Des:11000 CT ID:R040 3403175060 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902366015191728
01/03		47,232.98	Deposit	813003442774690
01/03		329.18	SC State Treasur Des:11000 CT ID:J040 3403177126 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902302012538997
01/04		9,542.03	SC State Treasur Des:11000 CT ID:H630 3403181679 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902303010929985
01/04		107.81	Coastal Carolina Des:Payment ID:0907889 Indn:New Venue Technologies Co ID:3570882454 Ccd	902303009250049
01/07		5,994.89	SC State Treasur Des:11000 CT ID:D100 3403185201 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902304006562027
01/08		12,844.19	Deposit	813004442508585
01/09		658.36	SC State Treasur Des:11000 CT ID:J040 3403191383 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902308008657998
01/09		365.48	SC State Treasur Des:11000 CT ID:R600 3403191384 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902308008658004
01/09		55.24	Coastal Carolina Des:Payment ID:0907889 Indn:New Venue Technologies Co ID:3570882454 Ccd	902308007424617
01/11		262,369.56	Deposit	813003242310784
01/11		42.07	BkofAmerica Mobile 01/11 3209762619 Deposit *mobile SC	946301110762619
01/14		26,099.91	Counter Credit	813004942045877
01/14		3,283.05	SC State Treasur Des:11000 CT ID:H030 3403202210 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902311013409556
01/14		2,468.18	Counter Credit	813004942045874
01/14		121.27	SC State Treasur Des:11000 CT ID:F030 3403202209 Indn:Newvenue Technol Co ID:1570882450 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902311013409550
01/15		51.15	Ccsd Ap Des:Credits ID:44529 Indn:New Venue Technologies Co ID:Xxxxxxxxx Ppd	902311012083301
01/16		4,543.36	BkofAmerica Mobile 01/16 3210278263 Deposit *mobile SC	946301160278263
01/16		2,837.90	BkofAmerica Mobile 01/16 3210278187 Deposit *mobile SC	946301160278187
01/16		55.24	Coastal Carolina Des:Payment ID:0907889 Indn:New Venue Technologies Co ID:3570882454 Ccd	902315003884823
01/17		10,296.00	BkofAmerica Mobile 01/17 3210348056 Deposit *mobile SC	946301170348056

WELLS FARGO

Custom
04/19/2013 09:18 AM ET
CUSTOMER ID: COMPU064
OPERATOR ID: RUSSS149

Commercial Electronic Office®

COMPUCOM SYSTEMS, INC.

Wire Transfer Detail Report
As of 04/18/2013

Treasury Information Reporting

Currency: USD
Bank: 121000248
Account: 2014168377737(PA)

WELLS FARGO BANK, N.A.
COMPUCOM

Credit Wire Amount	Process Date Time	From	Corresponding Bank:	Status
299,141.03	04/18/2013 02:26 PM CT	FEDWIRE N/A NEW VENUE TECHNOLOGIES, INC. N/A	N/A	COMPLETE

Wire Service Reference Number:
0418B6B7HU2R009446
Wells Message Number:
130418108102
PC Reference/Confirmation Number:
98703726
Value Date:
04/18/2013
Wire Type:
195
Wire Amount:
299,141.03
Transaction Reference Number:
130418108102
USD Equivalent Amount:
299,141.03
Originator ID:
223005701644
Originator Name and Address:
NEW VENUE TECHNOLOGIES, INC.
PO BOX 292142
COLUMBIA SC 29229-0036
Instructing Bank Code/ID:
N/A
Instructing Bank Name and Address:
N/A
Sending Party ID:
026009593
Sending Party Name and Address:
BANK OF AMERICA, NEW YORK, NY
100, 33RD STREET WEST
NEW YORK NEW YORK 10001
Bank to Bank Info:
N/A
Beneficiary Bank Code/ID:
N/A
Beneficiary Bank Name and Address:
N/A
Originator to Beneficiary Info:
04182013 SUMMARY OF PAYMENTS

Instructed Currency/Amount:
USD/299,141.03
Exchange Rate:
1.000000
Fed/CHIPS/SWIFT Reference Number:
0418B6B7HU2R009446
Completed Timestamp:
04/18/2013 02:25 PM CT
Sender Reference Number:
2013041800241927
Originating Bank Code/ID:
N/A
Originating Bank Name and Address:
BANK OF AMERICA, N.A.
222, BROADWAY, WAY
NEW YORK,US 10038
Receiving Party ID:
002014168377737
Receiving Party Name and Address:
CSI FUNDING INC /NORWEST BANK NA
ATTN: TREASURY DEPT
7171 FOREST LANE
DALLAS TX 75230
Intermediary Bank Code/ID:
N/A
Intermediary Bank Name and Address:
N/A
Beneficiary Code/ID:
N/A
Beneficiary Reference ID:
2014168377737
Beneficiary Name and Address:
COMPUCOM SYSTEMS, INC.
2975 REGENT BLVD
IRVING, TX, 75063, US

Text:

026009593 BANK OF AMERICA, NEW YORK, NY 100, 33RD STREET WEST NEW YORK NEW YORK 10001 2013041800241927 OGB=BANK OF AMERICA, N.A. 222, BROADWAY, WAY NEW YORK,US 10038 ORG=NEW VENUE TECHNOLOGIES, INC. PO BOX 292142 COLUMBIA SC 29229-0036 RFB=98703726 OBI=04182013 SUMMARY OF PAYMENTSOPI=223005701644 /FTR/ BNF=2014168377737 COMPUCOM SYSTEMS, INC. 2975 REGENT BLVD IRVING, TX, 75063, US COMPLETED TIMESTAMP 04/18/2013 02:25 PM CT

Credit Wire Amount	Process Date Time	From	Corresponding Bank:	Status
272,988.81	04/18/2013 01:50 PM CT	FEDWIRE N/A CAPGEMINI AMERICA, INC. N/A	N/A	COMPLETE

Note: Intraday information subject to change

Soyars, April (as150421)

From:	Terris Riley <triley@newvenuetech.com>
Sent:	Thursday, April 18, 2013 2:33 PM
To:	Brown, Ronnie (ronbrown)
Cc:	TM-099-AR OPS Team; Fajkus, Earl (efajkus); Williams, David (dawillia); Hall, Norma; Debbie Lemmon; Jacque' Riley; Terris Riley
Subject:	4/17/2013 Summary of Payments
Attachments:	NVTI_Summary_04172013.xls

Hi Ronnie,

Please see attached payment report. You should also receive the BOA wire notification shortly. If you have any questions, please let me know. I will send out updates to the aging report as well.

Thanks,

Terris

Terris. S. Riley
NewVenue Technologies, Inc.
www.newvenuetech.com

Ph 803.667.9650

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Please consider the environment before printing this e-mail.

NewVenue Technologies, Inc.
Summary of Invoice Payments

Vendor:	CompuCom Systems, Inc.
Payment Date:	4/17/2013
Payment Amount:	$317,561.74
Wire Transfer Fee:	$3.00
Sub-total Amount:	**$317,558.74**
Credit Memos Applied:	*$18,417.71*
Final Payment Amount:	**$299,141.03**
Payment Type:	wire transfer

Date	PO#	Customer	CompuCom Inv#	Gross Inv Amt	Vendor Pymt	Admin Fee
17-Dec-12	P0035168	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61605873	211.14	$205.86	$5.28
4-Jan-13	133318	NEWVENUE TECH/WILLIAMSBURG CO SCHOOL DISTRICT	61625227	664.95	$648.33	$16.62
17-Jan-13	4600226014	NEWVENUE/SC RETIREMENT SYSTEMS	61642144	306.90	$299.23	$7.67
17-Jan-13	20130838-00	NEWVENUE/BEAUFORT COUNTY COUNCIL	61641517	4,644.76	$4,528.64	$116.12
21-Jan-13	130582	NEWVENUE/CITY OF SPARTANBURG	61645990	369.03	$359.80	$9.23
6-Feb-13	4600222484	NEWVENUE/PUBLIC SERVICE COMM OF SC	61667399	16,778.42	$16,358.96	$419.46
30-Jan-13	S1044-L	NEWVENUE/UNIV TECHNOLOGY SERV. UNIV OF S. CAROLINA	61656927	326.68	$318.51	$8.17
30-Jan-13	P0035242	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61657012	2,859.88	$2,788.38	$71.50
4-Feb-13	4600230874	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61663740	658.34	$641.88	$16.46
6-Feb-13	4600230669	NEWVENUE TECHNOLOGIES/SC DEPT OF MENTAL HEALTH	61667284	3,285.35	$3,203.22	$82.13
7-Feb-13	7064	NEWVENUE/FLORENCE SCHOOL DISTRICT 2	61670307	164.18	$160.08	$4.10
8-Feb-13	P1308529	NEWVENUE/LEXINGTON SCHOOL DISTRICT 1	61672245	204.60	$199.49	$5.12
11-Feb-13	P0035270	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61674057	165.73	$161.59	$4.14
15-Feb-13	4600234355	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61681607	19,839.60	$19,343.61	$495.99
18-Feb-13	4600234162	NEWVENUE/STATE ELECTION COMMISSION	61682682	3,777.68	$3,683.24	$94.44
20-Feb-13	007222	NEWVENUE TECHNOLOGIES/SUMTER COUNTY	61685830	1,304.43	$1,271.82	$32.61
20-Feb-13	4600234305	NEWVENUE/SC VOCATIONAL REHAB DEPT	61685377	376.05	$366.65	$9.40
21-Feb-13	274973-43	NEWVENUE/SANTEE COOPER	61687136	241.72	$235.68	$6.04
22-Feb-13	007225	NEWVENUE TECHNOLOGIES/SUMTER COUNTY	61688259	783.17	$763.59	$19.58
25-Feb-13	4600236007	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61690321	329.18	$320.95	$8.23
27-Feb-13	4600233490	NEWVENUE TECHNOLOGIES/B&CB INTERNAL OPERATIONS	61694074	5,941.65	$5,793.11	$148.54
27-Feb-13	007238	NEWVENUE TECHNOLOGIES/SUMTER COUNTY	61694035	6,004.32	$5,854.21	$150.11
27-Feb-13	P039646	NEWVENUE/N CHARLESTON COLISEUM PERFORMING ARTS CTF	61694006	2,631.78	$2,565.99	$65.79
28-Feb-13	007263	NEWVENUE TECHNOLOGIES/SUMTER COUNTY	61696134	261.96	$255.41	$6.55
15-Mar-13	4600239658	NEWVENUE/SC DEPT OF MOTOR VEHICLES	61718592	249,476.00	$243,239.10	$6,236.90
28-Feb-13	6381	NEWVENUE/SALUDA COUNTY GOVERNMENT	61696591	4,096.85	$3,994.43	$102.42

EXHIBIT J - P1

PURCHASE ORDER
DMV Administration

Purchasing Office:
S.C. Department of Motor Vehicles
10311 Wilson Blvd
Blythewood, SC 29016

Invoice To:
S.C. Department of Motor Vehicles
Attn. Accounts Payable
PO Box 629
Blythewood, SC 29016

EXHIBIT
J

Purchase Order: 4600153072
Date Issued: 02/28/2012
PO Number must appear on all Invoices and Delivery Slips.

Payment Terms:
within 22 Days 0.000 Percent Discount

Vendor: 7000147823
NEWVENUE TECHNOLOGIES INC
PO Box 292142
COLUMBIA SC 29229
USA

Deliver To:
Philip Cockrell
DMV - Dept of Motor Vehicles
10311 Wilson Blvd
Building C1
Blythewood, SC 29016-9018

INSTRUCTIONS TO VENDOR

Item No.	Quantity	Unit of Measure	Description	Unit Price	Amount
00010	1	YR	Microsoft Enterprise Agreement Main Enrollment #8894223 Server Enrollment #8922387 Quote 2151810 (David Williams-CompuCom Systems, Inc.) State term contract 4400003161 Delivery Date: 02/29/2012	327,275.02	327,275.02

Created By: CATHERINE LUCAS **Total:** 327,275.02

Authorized Signature: **If received electronically, printed name represents authorized signature for this document**

All Sales to the State of South Carolina (SC) are subject to the SC sales and use tax laws, unless such sales are otherwise exempt. The Contractor/Vendor will collect such tax as required.

RECEIVED
MAR 19 2012
DMV Accounting

I N V O I C E

NewVenue Technologies, Inc.
PO Box 292142
Columbia, SC 29229

MySAM Central™

Questions? Contact us!
Email: invoices@mysamcentral.com
Phone: (800) 992-3727 x101
Fax: (800) 992-3727
Make checks payable to:
NewVenue Technologies, Inc.
Mail payments to: **PO Box 292142**
Columbia, SC 29229

SC Department of Motor Vehicles
Attn: Accounts Payable
PO Box 629
Columbia, SC 29016

Date Issued: **3/12/2012**
PO Number: **4600153072**
Vendor Number: 7000147823
Payment Terms: Upon Receipt
Invoice Number: 4600153072-3122012

Item	Qty	U/M	Description	Unit Price	Amount
0001	1	Ea	Microsoft Enterprise Agreement	327,275.02	327,275.02

Additional Notes:

If you have any questions or concerns, please contact the SAM immediately at (800) 992-3727 or you may email us at invoices@mysamcentral.com. We'll be happy to assist you.

Subtotal:	$327,275.02
Taxes:	$0.00
Shipping & Handling	$0.00
Total amount of this Invoice:	**$327,275.02**

RECEIVED

MAR 19 2012

DMV Accounting

NEW VENUE TECHNOLOGIES, INC.

Account Number 2230 0570 1644

Your Business Advantage Pricing Relationship

Account Name	Account Number	Qualifying Balance ($)	Type of Balance	Date
Business Advantage Checking	2230 0570 1644	417,125.76	Average	04-27
Business Economy Checking	0022 3161 9491	11,255.05	Average	04-27
Business Economy Checking	2230 0570 1712	75.84	Average	04-27
	Total Qualifying Balance	**$428,456.65**		

Deposits and Credits

Date Posted		Amount ($)	Description	Bank Reference
04/02	DEPOSIT OF PO 4600153072	327,275.02	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902390010575709
04/02		9,916.67	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902390010575385
04/02		5,362.88	Deposit	813006100788149
04/02		1,671.44	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902390010575752
04/02		329.17	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902390010575557
04/04		450.44	Deposit	813006400855267
04/05		9,660.32	Deposit	813006600457353
04/05		1,517.17	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902395005306878
04/06		793.64	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902396009748206
04/09		28,807.22	Deposit	813006100416673
04/09		4,387.35	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902397003120895
04/11		483.44	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902301011258702
04/12		230,788.55	Deposit	813006100735430
04/12		8,984.49	Deposit	813006100735342
04/13		2,089.30	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902303009340157

H

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Statement Period
04/01/12 through 04/30/12
E0 E PB EB 57 0035

Account Number 2230 0570 1644

01005 E01 SCM999 0

NEW VENUE TECHNOLOGIES, INC.
PO BOX 292142
COLUMBIA, SC 29229-0036

Our Online Banking service allows you to check balances, track account activity and more.
With Online Banking you can also view up to 18 months of this statement online.
Enroll at www.bankofamerica.com/smallbusiness.

Customer Service Information

www.bankofamerica.com

[illegible]

Deposit Accounts

Business Advantage Checking

NEW VENUE TECHNOLOGIES, INC.

Your Account at a Glance

Account Number	2230 0570 1644
Statement Period	04/01/12 through 04/30/12
Number of Deposits/Credits	42
Number of Withdrawals/Debits	193
Number of Deposited Items	68
Number of Days in Cycle	30

Statement Beginning Balance	$66,327.19
Amount of Deposits/Credits	$1,350,459.21
Amount of Withdrawals/Debits	$727,000.95
Statement Ending Balance	$689,785.45
Average Ledger Balance	$438,307.69
Service Charge	$0.00

WELLS FARGO

Custom
06/12/2012 12:33 PM ET
CUSTOMER ID: COMPU064
OPERATOR ID: RUSSS149

Commercial Electronic Office®

COMPUCOM SYSTEMS, INC.

EDI Payment Detail Report
As of 06/12/2012

Treasury Information Reporting

Originator:

Company Name: TD BANK AMCB
Company ID: 1010437984
Effective Date: 06/11/2012
Discretionary Data:

Entry Class Description: AP PAYMENT
Incoming Tran Type: PPD
ODFI #: 211274450

Receiver:

Individual Name: COMPUCOM
Individual ID #: 350142
Addenda Items: 0

Entry Detail Amt CR: 386,910.53
RDFI #: 121000248

Payment Detail:

Payment Instruction: BPS
Method: ADC
Trace: 211274451755389
Foreign Trace:
Reference: TN 211274451755389
Date: 06/11/2012 Date/Time Code: Time: Date Qualifier: 007
Remittance/Invoice Type: ZZ Invoice #: NO VALUE
Net Amt:
Reason Code:
Invoice Amt: Discount Amt:
Amt Due: Amt Taken:
Amount Adjusted:

Amt: 386,910.53
Settlement Date: 06/12/2012
Effective Date: 06/11/2012
Tran Type Code: ADC

Originator:

Company Name: NEW VENUE TECHNO
Company ID: S941687665
Effective Date: 06/12/2012
Discretionary Data: ONLNE TRNSFR88871070

Entry Class Description: SENDER
Incoming Tran Type: CTX
ODFI #: 122000616

Receiver:

Individual Name: COMPUCOM SYSTEMS
Individual ID #: 141248552
Addenda Items: 0

Entry Detail Amt CR: 319,090.14
RDFI #: 121000248

Payment Detail:

Payment Instruction: BPS
Method: ADC
Trace: 122000614679852
Foreign Trace:
Reference: TN 122000614679852
Reference: AN 141248552
Reference: TN 122000614679852
Description: AC H ASSIGNED TRACE NUMBER
Date: 06/12/2012 Date/Time Code: Time: Date Qualifier: 007
Remittance/Invoice Type: ZZ Invoice #: NO VALUE
Net Amt:
Reason Code:
Invoice Amt: Discount Amt:
Amt Due: Amt Taken:
Amount Adjusted:

Amt: 319,090.14
Settlement Date: 06/12/2012
Effective Date: 06/12/2012
Tran Type Code: ADC

Originator:

Company Name: CSFB Corporation
Company ID: 1135659485
Effective Date: 06/12/2012
Discretionary Data: 919/994-5858

Entry Class Description: VNDR PYMNT
Incoming Tran Type: CCD
ODFI #: 043000261

Receiver:

Individual Name: COMPUCOM SYSTEMS INC.
Individual ID #:
Addenda Items: 0

Entry Detail Amt CR: 312,071.76
RDFI #: 121000248

Payment Detail:

Payment Instruction: BPS
Method: ADC
Trace: 043000263869505
Foreign Trace:
Reference: TN 043000263869505
Date: 06/12/2012 Date/Time Code: Time: Date Qualifier: 007
Remittance/Invoice Type: ZZ Invoice #: NO VALUE
Net Amt:
Reason Code:

Amt: 312,071.76
Settlement Date: 06/12/2012
Effective Date: 06/12/2012
Tran Type Code: ADC

Note: Intraday information subject to change

Soyars, April (as150421) 6/12/12 - $319,090.14

From: Kurtulan, Suzan (skurtula)
Sent: Monday, June 11, 2012 1:44 PM
To: TM-099-AR OPS Team
Subject: NV remitance infor for $ 319,093.14
Attachments: NVTI_Summary_06082012.xls

Importance: High

See attached. Thanks,

Regards,

Suzan Kurtulan
SR Credit Management Analyst
Phone: 972-856-3222
Fax: 972-856-1590
e-mail: Suzan.kurtulan@compucom.com
www.CompuCom.com

From: Terris S. Riley [mailto:triley@newvenuetech.com]
Sent: Monday, June 11, 2012 1:09 PM
To: Kurtulan, Suzan (skurtula)
Cc: Terris Riley
Subject: 06082012 Payment
Importance: High

Suzan,

The large payment posted. See attached!

Terris. S. Riley
NewVenue Technologies, Inc.
www.newvenuetech.com
ph 803.386.1036

CONFIDENTIAL & PRIVILEGED

Please consider the environment before printing this e-mail.

NewVenue Technologies, Inc.
Summary of Invoice Payments

Payment Date:	6/8/2012
Payment Amount:	$319,093.14
Wire Transfer Fee:	$3.00
Final Payment Amt:	**$319,090.14**
Payment Type:	Wire Transfer

PO#	Customer	CompuCom Inv#	Gross Inv Amt	Vendor Pymt	Admin Fee
4600153072	NEWVENUE/SC DEPT OF MOTOR VEHICLES	61289810	$ 327,275.02	319,093.14	$8,181.88
		Totals	**327,275.02**	**319,093.14**	**$8,181.88**

EXHIBIT
K 1

QUALITY PROGRESS ANDERSON COUNTY 1826 SOUTH CAROLINA PRIDE

PURCHASE ORDER

NO. 30766

SHOW THIS NUMBER ON ALL INVOICES AND PACKING LIST

COUNTY OF ANDERSON
PURCHASING DEPARTMENT

DATE: 8/03/2012
DEPT: ANDERSON COUNTY MIS DEPT
ACCOUNT: 001-5092
OBJECT: 000-209
DELIVERY DATE:
FOB:
TERMS: NET

VENDOR
7668-00
NEWVENUE TECHNOLOGIES INC
PO BOX 292142
COLUMBIA SC 29229

INVOICE AND SHIP TO
ANDERSON COUNTY MIS DEPT
101 S MAIN ST / ROOM 116
HISTORIC COURT HOUSE
ANDERSON SC 29624

SPECIAL INSTRUCTIONS

ATTN: GAIL KING

KINDLY ENTER OUR ORDER FOR THE FOLLOWING: SUBJECT TO TERMS AND CONDITIONS

ITEM	QUANTITY	UNIT	DESCRIPTION		COST PER UNIT	TOTAL COST
1	339	EA	OFFICE PRO PLUS LSA	269-12445	139.36	47243.04
2	89	EA	OFFICE PRO PLUS SA ONLY	269-12442	80.99	7208.11
3	428	EA	WINDOWS OS LSA	66J-00577	48.69	20839.32
4	428	EA	CORE CAL LSA	R18-02387	50.64	21673.92
5	1	EA	SHAREPOINT SRVR ALNG LSA	H04-00232	1862.99	1862.99
6	428	EA	OCS DEVICE CAL SA ONLY	KLA-00184	4.58	1960.24
7	1	EA	OFFICE LCS STANDARD SERVER	KNA-00235	114.66	114.66
8	19	EA	WINDOWS SERVER ENTERPRISE	P72-00183	382.04	7258.76
			QUOTE 4161636 4/16/2012			
			TECHNOLOGIES VENDOR NUMBER: 7000147823			
			ENROLLMENT # 5706231 EA # 01E61860			
			***			
			---------- CONTINUED ----------			

THE MATERIAL HAS BEEN RECEIVED OR THE SERVICE SATISFACTORILY COMPLETED IN THE AMOUNTS AND ON THE DATES SHOWN HEREON.

DATE _____ SIGNATURE _____

QUALITY PROGRESS ANDERSON COUNTY 1826 SOUTH CAROLINA PRIDE

PURCHASE ORDER

PAGE 2 NO. 30766

SHOW THIS NUMBER ON ALL INVOICES AND PACKING LIST

COUNTY OF ANDERSON
PURCHASING DEPARTMENT

DATE: 8/03/2012
DEPT: ANDERSON COUNTY MIS DEPT
ACCOUNT: 001-5092
OBJECT: 000-209
DELIVERY DATE:
FOB:
TERMS: NET

VENDOR
7668-00
NEWVENUE TECHNOLOGIES INC
PO BOX 292142
COLUMBIA SC 29229

INVOICE AND SHIP TO
ANDERSON COUNTY MIS DEPT
101 S MAIN ST / ROOM 116
HISTORIC COURT HOUSE
ANDERSON SC 29624

SPECIAL INSTRUCTIONS

ATTN: GAIL KING

KINDLY ENTER OUR ORDER FOR THE FOLLOWING: SUBJECT TO TERMS AND CONDITIONS

ITEM	QUANTITY	UNIT	DESCRIPTION	COST PER UNIT	TOTAL COST
			STATE CONTRACT# 4400003161		
			SUBTOTAL:		108,161.04
			SALES TAX:		6,489.66
			TOTAL:		114,650.70

THE MATERIAL HAS BEEN RECEIVED OR THE SERVICE SATISFACTORILY COMPLETED IN THE AMOUNTS AND ON THE DATES SHOWN HEREON.

DATE

SIGNATURE

QUALITY PROGRESS ANDERSON COUNTY 1826 SOUTH CAROLINA PRIDE

PURCHASE ORDER

NO. 30767

SHOW THIS NUMBER ON ALL INVOICES AND PACKING LIST

COUNTY OF ANDERSON
PURCHASING DEPARTMENT

DATE: 8/03/2012
DEPT: ANDERSON COUNTY MIS DEPT
ACCOUNT: 440-5775
OBJECT: 000-209
DELIVERY DATE:
FOB:
TERMS: NET

VENDOR
7668-00
NEWVENUE TECHNOLOGIES INC
PO BOX 292142
COLUMBIA SC 29229

INVOICE AND SHIP TO
ANDERSON COUNTY MIS DEPT
101 S MAIN ST / ROOM 116
HISTORIC COURT HOUSE
ANDERSON SC 29624

SPECIAL INSTRUCTIONS

ATTN: IT MANAGER

KINDLY ENTER OUR ORDER FOR THE FOLLOWING: SUBJECT TO TERMS AND CONDITIONS

ITEM	QUANTITY	UNIT	DESCRIPTION		COST PER UNIT	TOTAL COST
1	9	EA	OFFICE PRO PLUS LSA	269-12445	139.36	1254.24
2	9	EA	WINDOWS OS LSA	66J-00577	48.69	438.21
3	9	EA	CORE CAL LSA	R18-02387	50.64	455.76
4	9	EA	OCS DEVICE CAL SA ONLY	KLA-00184	4.58	41.22
			QUOTE 4161636 4/16/2012			
			TECHNOLOGIES VENDOR NUMBER: 7000147823			
			ENROLLMENT # 5706231 EA # 01E61860			
			***			
			STATE CONTRACT# 4400003161			
				SUBTOTAL:		2,189.43
				SALES TAX:		131.37
				TOTAL:		2,320.80

THE MATERIAL HAS BEEN RECEIVED OR THE SERVICE SATISFACTORILY COMPLETED IN THE AMOUNTS AND ON THE DATES SHOWN HEREON.

DATE

SIGNATURE

PURCHASE ORDER

NO. 30768

SHOW THIS NUMBER ON ALL INVOICES AND PACKING LIST

QUALITY PROGRESS ANDERSON COUNTY 1826 SOUTH CAROLINA PRIDE

COUNTY OF ANDERSON
PURCHASING DEPARTMENT

DATE: 8/03/2012
DEPT: ANDERSON COUNTY MIS DEPT
ACCOUNT: 420-5954
OBJECT: 000-209
DELIVERY DATE:
FOB:
TERMS: NET

VENDOR: 7668-00
NEWVENUE TECHNOLOGIES INC
PO BOX 292142
COLUMBIA SC 29229

INVOICE AND SHIP TO:
ANDERSON COUNTY MIS DEPT
101 S MAIN ST / ROOM 116
HISTORIC COURT HOUSE
ANDERSON SC 29624

SPECIAL INSTRUCTIONS:

ATTN: GAIL KING

KINDLY ENTER OUR ORDER FOR THE FOLLOWING: SUBJECT TO TERMS AND CONDITIONS

ITEM	QUANTITY	UNIT	DESCRIPTION		COST PER UNIT	TOTAL COST
1	10	EA	OFFICE PRO PLUS LSA	269-12445	139.36	1393.60
2	10	EA	WINDOWS OS LSA	66J-00577	48.69	486.90
3	10	EA	CORE CAL LSA	R18-02387	50.64	506.40
4	10	EA	OCS DEVICE CAL SA ONLY	KLA-00184	4.58	45.80
			QUOTE 4161636 4/16/2012			
			TECHNOLOGIES VENDOR NUMBER: 7000147823			
			ENROLLMENT # 5706231 EA # 01E61860			
			***			
			STATE CONTRACT# 4400003161			
				SUBTOTAL:		2,432.70
				SALES TAX:		145.96
				TOTAL:		2,578.66

THE MATERIAL HAS BEEN RECEIVED OR THE SERVICE SATISFACTORILY COMPLETED IN THE AMOUNTS AND ON THE DATES SHOWN HEREON.

DATE _____ SIGNATURE _____

PURCHASE ORDER

NO. 30769

SHOW THIS NUMBER ON ALL INVOICES AND PACKING LIST

QUALITY PROGRESS ANDERSON COUNTY 1826 SOUTH CAROLINA PRIDE

COUNTY OF ANDERSON
PURCHASING DEPARTMENT

DATE: 8/03/2012
DEPT: ANDERSON COUNTY MIS DEPT
ACCOUNT: 420-5954
OBJECT: 001-209
DELIVERY DATE:
FOB:
TERMS: NET

VENDOR: 7668-00
NEWVENUE TECHNOLOGIES INC
PO BOX 292142
COLUMBIA SC 29229

INVOICE AND SHIP TO:
ANDERSON COUNTY MIS DEPT
101 S MAIN ST / ROOM 116
HISTORIC COURT HOUSE
ANDERSON SC 29624

SPECIAL INSTRUCTIONS:

ATTN: IT MANAGER

KINDLY ENTER OUR ORDER FOR THE FOLLOWING: SUBJECT TO TERMS AND CONDITIONS

ITEM	QUANTITY	UNIT	DESCRIPTION		COST PER UNIT	TOTAL COST
1	3	EA	OFFICE PRO PLUS LSA	269-12445	139.36	418.08
2	3	EA	WINDOWS OS LSA	66J-00577	48.69	146.07
3	3	EA	CORE CAL LSA	R18-02387	50.64	151.92
4	3	EA	OCS DEVICE CAL SA ONLY	KLA-00184	4.58	13.74
			QUOTE 4161636 4/16/2012			
			TECHNOLOGIES VENDOR NUMBER: 7000147823			
			ENROLLMENT # 5706231 EA # 01E61860			
			***			
			STATE CONTRACT# 4400003161			
				SUBTOTAL:		729.81
				SALES TAX:		43.79
				TOTAL:		773.60

THE MATERIAL HAS BEEN RECEIVED OR THE SERVICE SATISFACTORILY COMPLETED IN THE AMOUNTS AND ON THE DATES SHOWN HEREON.

DATE _____ SIGNATURE _____

QUALITY PROGRESS ANDERSON COUNTY 1826 SOUTH CAROLINA PRIDE

PURCHASE ORDER

NO. 30770

SHOW THIS NUMBER ON ALL INVOICES AND PACKING LIST

COUNTY OF ANDERSON
PURCHASING DEPARTMENT

DATE: 8/03/2012
DEPT: ANDERSON COUNTY MIS DEPT
ACCOUNT: 410-5613
OBJECT: 000-209
DELIVERY DATE:
FOB:
TERMS: NET

VENDOR: 7668-00
NEWVENUE TECHNOLOGIES INC
PO BOX 292142
COLUMBIA SC 29229

INVOICE AND SHIP TO:
ANDERSON COUNTY MIS DEPT
101 S MAIN ST / ROOM 116
HISTORIC COURT HOUSE
ANDERSON SC 29624

SPECIAL INSTRUCTIONS:

ATTN: IT MANAGER

KINDLY ENTER OUR ORDER FOR THE FOLLOWING: SUBJECT TO TERMS AND CONDITIONS

ITEM	QUANTITY	UNIT	DESCRIPTION		COST PER UNIT	TOTAL COST
1	3	EA	OFFICE PRO PLUS LSA	269-12445	139.36	418.08
2	3	EA	WINDOWS OS LSA	66J-00577	48.69	146.07
3	3	EA	CORE CAL LSA	R18-02387	50.64	151.92
4	3	EA	OCS DEVICE CAL SA ONLY	KLA-00184	4.58	13.74
			QUOTE 4161636 4/16/2012			
			TECHNOLOGIES VENDOR NUMBER: 7000147823			
			ENROLLMENT # 5706231 EA # 01E61860			
			***			
			STATE CONTRACT# 4400003161			
				SUBTOTAL:		729.81
				SALES TAX:		43.79
				TOTAL:		773.60

THE MATERIAL HAS BEEN RECEIVED OR THE SERVICE SATISFACTORILY COMPLETED IN THE AMOUNTS AND ON THE DATES SHOWN HEREON.

DATE _____ SIGNATURE _____

QUALITY PROGRESS ANDERSON COUNTY 1826 SOUTH CAROLINA PRIDE

PURCHASE ORDER

NO. 30771

SHOW THIS NUMBER ON ALL INVOICES AND PACKING LIST

COUNTY OF ANDERSON
PURCHASING DEPARTMENT

DATE: 8/03/2012
DEPT: ANDERSON COUNTY MIS DEPT
ACCOUNT: 410-5612
OBJECT: 641-209
DELIVERY DATE:
FOB:
TERMS: NET

VENDOR: 7668-00
NEWVENUE TECHNOLOGIES INC
PO BOX 292142
COLUMBIA SC 29229

INVOICE AND SHIP TO:
ANDERSON COUNTY MIS DEPT
101 S MAIN ST / ROOM 116
HISTORIC COURT HOUSE
ANDERSON SC 29624

SPECIAL INSTRUCTIONS:

ATTN: IT MANAGER

KINDLY ENTER OUR ORDER FOR THE FOLLOWING: SUBJECT TO TERMS AND CONDITIONS

ITEM	QUANTITY	UNIT	DESCRIPTION		COST PER UNIT	TOTAL COST
1	8	EA	OFFICE PRO PLUS LSA	269-12445	139.36	1114.88
2	8	EA	WINDOWS OS LSA	66J-00577	48.69	389.52
3	8	EA	CORE CAL LSA	R18-02387	50.64	405.12
4	8	EA	OCS DEVICE CAL SA ONLY	KLA-00184	4.58	36.64
			QUOTE 4161636 4/16/2012			
			TECHNOLOGIES VENDOR NUMBER: 7000147823			
			ENROLLMENT # 5706231 EA # 01E61860			
			***			
			STATE CONTRACT# 4400003161			
				SUBTOTAL:		1,946.16
				SALES TAX:		116.77
				TOTAL:		2,062.93

THE MATERIAL HAS BEEN RECEIVED OR THE SERVICE SATISFACTORILY COMPLETED IN THE AMOUNTS AND ON THE DATES SHOWN HEREON.

DATE _____ SIGNATURE _____

QUALITY PROGRESS ANDERSON COUNTY 1826 SOUTH CAROLINA PRIDE

PURCHASE ORDER

NO. 30772

SHOW THIS NUMBER ON ALL INVOICES AND PACKING LIST

COUNTY OF ANDERSON
PURCHASING DEPARTMENT

DATE: 8/03/2012
DEPT: ANDERSON COUNTY MIS DEPT
ACCOUNT: 001-5161
OBJECT: 000-209
DELIVERY DATE:
FOB:
TERMS: NET

VENDOR: 7668-00
NEWVENUE TECHNOLOGIES INC
PO BOX 292142
COLUMBIA SC 29229

INVOICE AND SHIP TO:
ANDERSON COUNTY MIS DEPT
101 S MAIN ST / ROOM 116
HISTORIC COURT HOUSE
ANDERSON SC 29624

SPECIAL INSTRUCTIONS:

ATTN: IT MANAGER

KINDLY ENTER OUR ORDER FOR THE FOLLOWING: SUBJECT TO TERMS AND CONDITIONS

ITEM	QUANTITY	UNIT	DESCRIPTION		COST PER UNIT	TOTAL COST
1	187	EA	OFFICE PRO PLUS LSA	269-12445	139.36	26060.32
2	187	EA	WINDOWS OS LSA	66J-00577	48.69	9105.03
3	187	EA	CORE CAL LSA	R18-02387	50.64	9469.68
4	187	EA	OCS DEVICE CAL SA ONLY	KLA-00184	4.58	856.46
5	3	EA	WINDOWS SERVER ENTERPRISE SA	P72-00188	382.04	1146.12
			QUOTE 4161636 4/16/2012			
			TECHNOLOGIES VENDOR NUMBER: 7000147823			
			ENROLLMENT # 5706231 EA # 01E61860			
			***			
			STATE CONTRACT# 4400003161			
				SUBTOTAL:		46,637.61
				SALES TAX:		2,798.26
				TOTAL:		49,435.87

THE MATERIAL HAS BEEN RECEIVED OR THE SERVICE SATISFACTORILY COMPLETED IN THE AMOUNTS AND ON THE DATES SHOWN HEREON.

DATE _____ SIGNATURE _____

QUALITY PROGRESS ANDERSON COUNTY 1826 SOUTH CAROLINA PRIDE

PURCHASE ORDER

NO. 30773

SHOW THIS NUMBER ON ALL INVOICES AND PACKING LIST

COUNTY OF ANDERSON
PURCHASING DEPARTMENT

DATE: 8/03/2012
DEPT: ANDERSON COUNTY MIS DEPT
ACCOUNT: 001-5212
OBJECT: 000-209
DELIVERY DATE:
FOB:
TERMS: NET

VENDOR: 7668-00
NEWVENUE TECHNOLOGIES INC
PO BOX 292142
COLUMBIA SC 29229

INVOICE AND SHIP TO:
ANDERSON COUNTY MIS DEPT
101 S MAIN ST / ROOM 116
HISTORIC COURT HOUSE
ANDERSON SC 29624

SPECIAL INSTRUCTIONS:

ATTN: IT MANAGER

KINDLY ENTER OUR ORDER FOR THE FOLLOWING: SUBJECT TO TERMS AND CONDITIONS

ITEM	QUANTITY	UNIT	DESCRIPTION	COST PER UNIT	TOTAL COST
1	1	LT	MICROSOFT ENTERPRISE AGREEMENT PART 1 OF 2 (PUBLIC SAFETY) 102 EA. OFFICE PRO PLUS LSA 269-12445 102 EA. WINDOWS OS LSA 66J-00577 102 EA. CORE CAL LSA R18-02387 102 EA. OCS DEVICE CAL SA ONLY KLA-00184 3 EA. WINDOWS SERVER ENTERPRISE SA P72-00188 QUOTE 4161636 4/16/2012 TECHNOLOGIES VENDOR NUMBER: 7000147823 ENROLLMENT # 5706231 EA # 01E61860 *** ---------- CONTINUED ----------	24396.23	24396.23

THE MATERIAL HAS BEEN RECEIVED OR THE SERVICE SATISFACTORILY COMPLETED IN THE AMOUNTS AND ON THE DATES SHOWN HEREON.

DATE _____ SIGNATURE _____

PURCHASE ORDER

PAGE 2 NO. 30773

SHOW THIS NUMBER ON ALL INVOICES AND PACKING LIST

QUALITY PROGRESS ANDERSON COUNTY 1826 SOUTH CAROLINA PRIDE

COUNTY OF ANDERSON
PURCHASING DEPARTMENT

DATE: 8/03/2012
DEPT: ANDERSON COUNTY MIS DEPT
ACCOUNT: 001-5212
OBJECT: 000-209
DELIVERY DATE:
FOB:
TERMS: NET

VENDOR
7668-00
NEWVENUE TECHNOLOGIES INC
PO BOX 292142
COLUMBIA SC 29229

INVOICE AND SHIP TO
ANDERSON COUNTY MIS DEPT
101 S MAIN ST / ROOM 116
HISTORIC COURT HOUSE
ANDERSON SC 29624

SPECIAL INSTRUCTIONS

ATTN: IT MANAGER

KINDLY ENTER OUR ORDER FOR THE FOLLOWING: SUBJECT TO TERMS AND CONDITIONS

ITEM	QUANTITY	UNIT	DESCRIPTION	COST PER UNIT	TOTAL COST
			STATE CONTRACT# 4400003161		
			SUBTOTAL:		24,396.23
			SALES TAX:		1,463.77
			TOTAL:		25,860.00

THE MATERIAL HAS BEEN RECEIVED OR THE SERVICE SATISFACTORILY COMPLETED IN THE AMOUNTS AND ON THE DATES SHOWN HEREON.

DATE

SIGNATURE

QUALITY PROGRESS ANDERSON COUNTY 1826 SOUTH CAROLINA PRIDE

PURCHASE ORDER

NO. 30774

SHOW THIS NUMBER ON ALL INVOICES AND PACKING LIST

COUNTY OF ANDERSON
PURCHASING DEPARTMENT

DATE: 8/03/2012
DEPT: ANDERSON COUNTY MIS DEPT
ACCOUNT: 001-5161
OBJECT: 000-209
DELIVERY DATE:
FOB:
TERMS: NET

VENDOR: 7668-00
NEWVENUE TECHNOLOGIES INC
PO BOX 292142
COLUMBIA SC 29229

INVOICE AND SHIP TO:
ANDERSON COUNTY MIS DEPT
101 S MAIN ST / ROOM 116
HISTORIC COURT HOUSE
ANDERSON SC 29624

SPECIAL INSTRUCTIONS:

ATTN: IT MANAGER

KINDLY ENTER OUR ORDER FOR THE FOLLOWING: SUBJECT TO TERMS AND CONDITIONS

ITEM	QUANTITY	UNIT	DESCRIPTION	COST PER UNIT	TOTAL COST
1	1	LT	MICROSOFT ENTERPRISE AGREEMENT PART 2 OF 2 (PUBLIC SAFETY) 102 EA. OFFICE PRO PLUS LSA 269-12445 102 EA. WINDOWS OS LSA 66J-00577 102 EA. CORE CAL LSA R18-02387 102 EA. OCS DEVICE CAL SA ONLY KLA-00184 3 EA. WINDOWS SERVER ENTERPRISE SA P72-00188 QUOTE# 4161636 4/16/2012 TECHNOLOGIES VENDOR NUMBER: 7000147823 ENROLLMENT # 5706231 EA # 01E61860 *** ---------- CONTINUED ----------	1563.43	1563.43

THE MATERIAL HAS BEEN RECEIVED OR THE SERVICE SATISFACTORILY COMPLETED IN THE AMOUNTS AND ON THE DATES SHOWN HEREON.

DATE _____ SIGNATURE _____

QUALITY PROGRESS ANDERSON COUNTY 1864 SOUTH CAROLINA PRIDE

PURCHASE ORDER

PAGE 2 NO. 30774

SHOW THIS NUMBER ON ALL INVOICES AND PACKING LIST

COUNTY OF ANDERSON
PURCHASING DEPARTMENT

DATE: 8/03/2012
DEPT: ANDERSON COUNTY MIS DEPT
ACCOUNT: 001-5161
OBJECT: 000-209
DELIVERY DATE:
FOB:
TERMS: NET

VENDOR
7668-00
NEWVENUE TECHNOLOGIES INC
PO BOX 292142
COLUMBIA SC 29229

INVOICE AND SHIP TO
ANDERSON COUNTY MIS DEPT
101 S MAIN ST / ROOM 116
HISTORIC COURT HOUSE
ANDERSON SC 29624

SPECIAL INSTRUCTIONS

ATTN: IT MANAGER

KINDLY ENTER OUR ORDER FOR THE FOLLOWING: SUBJECT TO TERMS AND CONDITIONS

ITEM	QUANTITY	UNIT	DESCRIPTION	COST PER UNIT	TOTAL COST
			STATE CONTRACT# 4400003161		
			SUBTOTAL:		1,563.43
			SALES TAX:		93.81
			TOTAL:		1,657.24

THE MATERIAL HAS BEEN RECEIVED OR THE SERVICE SATISFACTORILY COMPLETED IN THE AMOUNTS AND ON THE DATES SHOWN HEREON.

DATE

SIGNATURE

EXHIBIT

K2

I N V O I C E

NewVenue Technologies, Inc.
PO Box 292142
Columbia, SC 29229

MySAM Central™

Questions? Contact Us
Email: invoices@mysamcentral.com
Phone: 1-800-992-3727
Fax: 1-800-992-3727
Make checks payable to:
NewVenue Technologies, Inc.
Mail Payments to: **PO Box 292142**
Columbia, SC 29229

Anderson County MIS Dept.
101 S Main St/ Room 116
Historic Court House
Anderson SC 29624

Date Issued: 08/03/2012
PO Number: 30766
Payment Terms: Upon Receipt
Invoice Number: 307661208031359

Item	Qty	Manufacturer Part#	Software Description	Unit Price	Amount
1	339	269-12445	Office Pro Plus LSA	139.36	47243.04
2	89	269-12442	Office Pro Plus SA Only	80.99	7208.11
3	428	66J-00577	Windows OS LSA	48.69	20839.32
4	428	R18-02387	Core CAL LSA	50.64	21673.92
5	1	H04-00232	Sharepoint Srvr ALNG LSA	1862.99	1862.99
6	428	KLA-00184	OCS Device CAL SA Only	4.58	1960.24
7	1	KNA-00235	Office LCS Standard Server	114.66	114.66
8	19	P72-00188	Windows Server Enterprise	382.04	7258.76
Additional Notes:					
If you have any questions or concerns,please contact the SAM immediately at (800) 992-3727 or you may email us at invoices@mysamcentral.com. We'll be happy to assist you.					
				Taxes:	6489.66
				Shipping & Handling:	0.00
				Total Amount of this Invoice:	$114650.70

Software Acquisition Manager for the State of South Carolina

I N V O I C E

NewVenue Technologies, Inc.
PO Box 292142
Columbia, SC 29229

Questions? Contact Us
Email: invoices@mysamcentral.com
Phone: 1-800-992-3727
Fax: 1-800-992-3727
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Columbia, SC 29229

Anderson County MIS Dept.
101 S Main St/ Room 116
Historic Court House
Anderson SC 29624

Date Issued: 08/03/2012
PO Number: 30768
Payment Terms: Upon Receipt
Invoice Number: 307681208031361

Item	Qty	Manufacturer Part#	Software Description	Unit Price	Amount
1	10	269-12445	Office Pro Plus LSA	139.36	1393.60
2	10	66J-00577	Windows OS LSA	48.69	486.90
3	10	R18-02387	Core CAL LSA	50.64	506.40
4	10	KLA-00184	OCS Device CAL SA Only	4.58	45.80
Additional Notes:					
If you have any questions or concerns,please contact the SAM immediately at (800) 992-3727 or you may email us at invoices@mysamcentral.com. We'll be happy to assist you.					
				Taxes:	145.96
				Shipping & Handling:	0.00
				Total Amount of this Invoice:	$2578.66

Software Acquisition Manager for the State of South Carolina

I N V O I C E

NewVenue Technologies, Inc.
PO Box 292142
Columbia, SC 29229

MySAM Central™

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Email: invoices@mysamcentral.com
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Columbia, SC 29229

Anderson County MIS Dept.
101 S Main St/ Room 116
Historic Court House
Anderson SC 29624

Date Issued: 08/03/2012
PO Number: 30767
Payment Terms: Upon Receipt
Invoice Number: 307671208031360

Item	Qty	Manufacturer Part#	Software Description	Unit Price	Amount
1	9	269-12445	Office Pro Plus LSA	139.36	1254.24
2	9	66J-00577	Windows OS LSA	48.69	438.21
3	9	R18-02387	Core CAL LSA	50.64	455.76
4	9	KLA-00184	OCS Device CAL SA Only	4.58	41.22
Additional Notes:					
If you have any questions or concerns,please contact the SAM immediately at (800) 992-3727 or you may email us at invoices@mysamcentral.com. We'll be happy to assist you.					
				Taxes:	131.37
				Shipping & Handling:	0.00
				Total Amount of this Invoice:	$2320.80

Software Acquisition Manager for the State of South Carolina

I N V O I C E

NewVenue Technologies, Inc.
PO Box 292142
Columbia, SC 29229

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Mail Payments to: **PO Box 292142**
Columbia, SC 29229

Anderson County MIS Dept.
101 S Main St/ Room 116
Historic Court House
Anderson SC 29624

Date Issued: 08/03/2012
PO Number: 30774
Payment Terms: Upon Receipt
Invoice Number: 307741208031367

Item	Qty	Manufacturer Part#	Software Description	Unit Price	Amount
1	1	0000	Microsoft Enterprise Agreement	1563.43	1563.43
Additional Notes: Note: Purchase orders 30773 and 30774 together cover 102 licenses and 3 servers. This was required to cover the amounts for the 102 licenses and 3 servers.Please donâ€™t perceive as 102 license per purchase order but rather those two as one.					
If you have any questions or concerns,please contact the SAM immediately at (800) 992-3727 or you may email us at invoices@mysamcentral.com. We'll be happy to assist you.					
				Taxes:	93.81
				Shipping & Handling:	0.00
				Total Amount of this Invoice:	$1657.24

I N V O I C E

NewVenue Technologies, Inc.
PO Box 292142
Columbia, SC 29229

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Phone: 1-800-992-3727
Fax: 1-800-992-3727
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Mail Payments to: **PO Box 292142**
Columbia, SC 29229

Anderson County MIS Dept.
101 S Main St/ Room 116
Historic Court House
Anderson SC 29624

Date Issued: 08/03/2012
PO Number: 30773
Payment Terms: Upon Receipt
Invoice Number: 307731208031368

Item	Qty	Manufacturer Part#	Software Description	Unit Price	Amount
1	1	0000	Microsoft Enterprise Agreement	24396.23	24396.23
Additional Notes: Note: Purchase orders 30773 and 30774 together cover 102 licenses and 3 servers. This was required to cover the amounts for the 102 licenses and 3 servers.Please donâ€™t perceive as 102 license per purchase order but rather those two as one.					
If you have any questions or concerns,please contact the SAM immediately at (800) 992-3727 or you may email us at invoices@mysamcentral.com. We'll be happy to assist you.					
				Taxes:	1463.77
				Shipping & Handling:	0.00
				Total Amount of this Invoice:	$25860.00

I N V O I C E

NewVenue Technologies, Inc.
PO Box 292142
Columbia, SC 29229

Questions? Contact Us
Email: invoices@mysamcentral.com
Phone: 1-800-992-3727
Fax: 1-800-992-3727
Make checks payable to:
NewVenue Technologies, Inc.
Mail Payments to: **PO Box 292142**
Columbia, SC 29229

Anderson County MIS Dept.
101 S Main St/ Room 116
Historic Court House
Anderson SC 29624

Date Issued: 08/03/2012
PO Number: 30773
Payment Terms: Upon Receipt
Invoice Number: 307731208031366

Item	Qty	Manufacturer Part#	Software Description	Unit Price	Amount
1	1	0000	Microsoft Enterprise Agreement	24396.23	24396.23
Additional Notes:					
If you have any questions or concerns,please contact the SAM immediately at (800) 992-3727 or you may email us at invoices@mysamcentral.com. We'll be happy to assist you.					
				Taxes:	1463.77
				Shipping & Handling:	0.00
				Total Amount of this Invoice:	$25860.00

Software Acquisition Manager for the State of South Carolina

I N V O I C E

NewVenue Technologies, Inc.
PO Box 292142
Columbia, SC 29229

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Fax: 1-800-992-3727
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Columbia, SC 29229

Anderson County MIS Dept.
101 S Main St/ Room 116
Historic Court House
Anderson SC 29624

Date Issued: 08/03/2012
PO Number: 30772
Payment Terms: Upon Receipt
Invoice Number: 307721208031365

Item	Qty	Manufacturer Part#	Software Description	Unit Price	Amount
1	187	269-12445	Office Pro Plus LSA	139.36	26060.32
2	187	66J-00577	Windows OS LSA	48.69	9105.03
3	187	R18-02387	Core CAL LSA	50.64	9469.68
4	187	KLA-00184	OCS Device CAL SA Only	4.58	856.46
5	3	P72-00188	Windows Server Enterprise SA	382.04	1146.12
Additional Notes:					
If you have any questions or concerns,please contact the SAM immediately at (800) 992-3727 or you may email us at invoices@mysamcentral.com. We'll be happy to assist you.					
				Taxes:	2798.26
				Shipping & Handling:	0.00
				Total Amount of this Invoice:	$49435.87

Software Acquisition Manager for the State of South Carolina

I N V O I C E

NewVenue Technologies, Inc.
PO Box 292142
Columbia, SC 29229

Questions? Contact Us
Email: invoices@mysamcentral.com
Phone: 1-800-992-3727
Fax: 1-800-992-3727
Make checks payable to:
NewVenue Technologies, Inc.
Mail Payments to: **PO Box 292142**
Columbia, SC 29229

Anderson County MIS Dept.
101 S Main St/ Room 116
Historic Court House
Anderson SC 29624

Date Issued: 08/03/2012
PO Number: 30770
Payment Terms: Upon Receipt
Invoice Number: 307701208031363

Item	Qty	Manufacturer Part#	Software Description	Unit Price	Amount
1	3	269-12445	Office Pro Plus LSA	139.36	418.08
2	3	66J-00577	Windows OS LSA	48.69	146.07
3	3	R18-02387	Core CAL LSA	50.64	151.92
4	3	KLA-00184	OCS Device CAL SA Only	4.58	13.74
Additional Notes:					
If you have any questions or concerns,please contact the SAM immediately at (800) 992-3727 or you may email us at invoices@mysamcentral.com. We'll be happy to assist you.					
				Taxes:	43.79
				Shipping & Handling:	0.00
				Total Amount of this Invoice:	$773.60

Software Acquisition Manager for the State of South Carolina

I N V O I C E

NewVenue Technologies, Inc.
PO Box 292142
Columbia, SC 29229

Questions? Contact Us
Email: invoices@mysamcentral.com
Phone: 1-800-992-3727
Fax: 1-800-992-3727
Make checks payable to:
NewVenue Technologies, Inc.
Mail Payments to: **PO Box 292142**
Columbia, SC 29229

Anderson County MIS Dept.
101 S Main St/ Room 116
Historic Court House
Anderson SC 29624

Date Issued: 08/03/2012
PO Number: 30771
Payment Terms: Upon Receipt
Invoice Number: 307711208031364

Item	Qty	Manufacturer Part#	Software Description	Unit Price	Amount
1	8	269-12445	Office Pro Plus LSA	139.36	1114.88
2	8	66J-00577	Windows OS LSA	48.69	389.52
3	8	R18-02387	Core CAL LSA	50.64	405.12
4	8	KLA-00184	OCS Device CAL SA Only	4.58	36.64
Additional Notes:					
If you have any questions or concerns,please contact the SAM immediately at (800) 992-3727 or you may email us at invoices@mysamcentral.com. We'll be happy to assist you.					
				Taxes:	116.77
				Shipping & Handling:	0.00
				Total Amount of this Invoice:	$2062.93

Software Acquisition Manager for the State of South Carolina

I N V O I C E

NewVenue Technologies, Inc.
PO Box 292142
Columbia, SC 29229

Questions? Contact Us
Email: invoices@mysamcentral.com
Phone: 1-800-992-3727
Fax: 1-800-992-3727
Make checks payable to:
NewVenue Technologies, Inc.
Mail Payments to: **PO Box 292142**
Columbia, SC 29229

Anderson County MIS Dept.
101 S Main St/ Room 116
Historic Court House
Anderson SC 29624

Date Issued: 08/03/2012
PO Number: 30769
Payment Terms: Upon Receipt
Invoice Number: 307691208031362

Item	Qty	Manufacturer Part#	Software Description	Unit Price	Amount
1	3	269-12445	Office Pro Plus LSA	139.36	418.08
2	3	66J-00577	Windows OS LSA	48.69	146.07
3	3	R18-02387	Core CAL LSA	50.64	151.92
4	3	KLA-00184	OCS Device CAL SA Only	4.58	13.74
Additional Notes:					
If you have any questions or concerns,please contact the SAM immediately at (800) 992-3727 or you may email us at invoices@mysamcentral.com. We'll be happy to assist you.					
				Taxes:	43.79
				Shipping & Handling:	0.00
				Total Amount of this Invoice:	$773.60

EXHIBIT

tabbies

K3

ANDERSON COUNTY COUNCIL

No. 69960

TD BANK
ANDERSON, SC 29621

67-219/539
01135

ANDERSON COUNTY
SOUTH CAROLINA

ANDERSON, SOUTH CAROLINA 29622

PAY *200113*DOLLARS AND*40*CENTS

PAY TO THE ORDER OF	DATE	CHECK NO.	AMOUNT
NEWVENUE TECHNOLOGIES INC PO BOX 292142 COLUMBIA SC 292290000	8/15/2012	69960	**200,113.40

Jason P. Phillips

⑈0069960⑈ ⑆053902197⑆7100866058⑈ ⑈0020011340⑈

PAY TO THE ORDER OF
BANK OF AMERICA
COLUMBIA, SC 29229
FOR DEPOSIT ONLY
NEW VENUE TECHNOLOGIES, INC.
223005701644

2098 07

BANK OF AMERICA,NA CAR
[illegible] E2831 94 P05
08/21/12

6600534075

EXHIBIT

K 4

DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY

DATE 08/21/2012

	DOLLARS	CENTS
CURRENCY		
COINS		
CHECKS LIST EACH SEPARATELY	23,247.74	25
1	10,710.08	41
2	6,446.0	83
3	13,036.9	200
4	1,005.64	13
5	100.34	40
6		51
7		15
8		47
9		
10		
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21		
22		
23		
24		
25		
26		
27		
28		
PLEASE INDICATE TOTAL HERE	TOTAL 206,471	32

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED

67-448/539 SC
1660

TOTAL ITEMS 6

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT. DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

NEW VENUE TECHNOLOGIES, INC. 01-09
PO BOX 292142
COLUMBIA, SC 29229

Bank of America
ACH R/T 053904483

$ 206,471.32

TV
MV

⑆540570100⑆ 223005701644⑈ 5⑈0020647132⑈

USE ROUTING NUMBER FROM YOUR CHECKS FOR AUTOMATIC PAYMENTS. CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE COLLECTION AGREEMENT

THIS SIDE FOR BANK USE ONLY

SPLIT CHECK

CHECK	
LESS DEPOSIT	13:43
CASH RETURNED	$206,471.32

BILLS

1	x	
2	x	
5	x	
10	x	
20	x	
50	x	
100	x	
Large	x	7,477.07
COIN		
COUPONS		
TOTAL		

Tr #: 00053 08/21/2012
Entity: NSC CC 7555900 Dr 00009
Account ********1644

BANK OF AMERICA NA CAP
08/21/12

COUPONS

COIN

P	
N	17.11
D	
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TOT.	

NEW VENUE TECHNOLOGIES, INC.

Account Number 2230 0570 1644

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
08/02	73,512.88	Deposit	813006600825022
08/02	50.00	CheckCard 0731 Triangle Rent A Car Llc Columbia SC 74632692214214240213805	929907311733173
08/06	16,782.03	Deposit	813006100890210
08/07	329.18	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902319009763217
08/08	204,877.84	Counter Credit	813006100223362
08/08	42,217.76	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902320003159495
08/08	330.41	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902320003159574
08/08	321.65	Coastal Carolina Des:Payment ID:0907889 Indn:New Venue Technologies Co ID:3570882454 Ccd	902320002534191
08/09	2,714.25	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902321006576725
08/10	2,204.22	Coastal Carolina Des:Payment ID:0907889 Indn:New Venue Technologies Co ID:3570882454 Ccd	902322009661659
08/10	282.46	Clemsonuniv Pmd Des:Payment ID:044691 Indn:Newvenue.Sampayments Co ID:7010532275 Ccd	902322010954879
08/13	51,587.79	Deposit	813006100573451
08/13	75.00	CheckCard 0810 Usairways 03724782021 Phoenix AZ 74792622224642000236593	929908102833666
08/13	10,000.00	Online Banking transfer from Chk 9491 Confirmation# 3889344981	957108137574729
08/14	153.45	Ccsd Ap Des:Credits ID:44529 Indn:New Venue Technologies Co ID:Xxxxxxxxx Ppd	902323003446379
08/15	399,195.26	Counter Credit	813006600040035
08/15	5,043.05	Coastal Carolina Des:Payment ID:0907889 Indn:New Venue Technologies Co ID:3570882454 Ccd	902327011633088
08/15	1,652.05	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902327012988380
08/17	387,448.86	Deposit	813006100955083
08/17	131,633.59	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902329011281688
08/17	512.28	Coastal Carolina Des:Payment ID:0907889 Indn:New Venue Technologies Co ID:3570882454 Ccd	902329010247748
08/20	2,837.57	SC State Treas Des:Pymt ID:Xxxxxxxxx Indn:Newvenue Technol Co ID:9991001170 Ctx Additional Information Is Available For This Pmt. Contact A Treasury Sales Officer For Assistance.	902330005149560
08/21	590,012.49	Counter Credit	813006600518659
08/21	206,471.32	Deposit	813006600534072

EXHIBIT

L

10/30/2012

DATE	PO #	AGENCY NAME	INVOICE #	AMOUNT	BALANCE	AGE	
25-Oct-12	131326	NEWVENUE/DORCHESTER COUNTY	61539396	62.69	62.69	5	
16-Aug-12	30766	NEWVENUE TECHNOLOGIES/ANDERSON COUNTY	61450798	200,113.40	200,113.40	75	In Collections – 8/21/2012
16-Aug-12	220113	NEWVENUE TECHNOLOGIES/THE CITY OF AIKEN	61450971	3,008.44	3,008.44	75	will pay on 10/31
16-Aug-12	P0033776	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61451670	1,679.49	1,679.49	75	will pay on 10/31
17-Aug-12	32272	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61452882	930.42	930.42	74	will pay on 10/31
17-Aug-12	32275	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61452911	273.66	273.66	74	will pay on 10/31
17-Aug-12	CU00131524	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61452526	704.85	704.85	74	will pay on 10/31
17-Aug-12	CU00131512	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61452527	161.54	161.54	74	will pay on 10/31
17-Aug-12	CU00131706	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61452789	54.73	54.73	74	will pay on 10/31
17-Aug-12	P0010896	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61452865	958.57	958.57	74	will pay on 10/31
17-Aug-12	P041077	NEWVENUE/BERKELEY COUNTY GOVERNMENT	61452771	1,555.10	1,555.10	74	will pay on 10/31
17-Aug-12	P041078	NEWVENUE/BERKELEY COUNTY GOVERNMENT	61452772	311.02	311.02	74	will pay on 10/31
17-Aug-12	P041079	NEWVENUE/BERKELEY COUNTY GOVERNMENT	61452773	5,909.38	5,909.38	74	will pay on 10/31
17-Aug-12	P0034800	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61452530	55.24	55.24	74	will pay on 10/31
17-Aug-12	P0034801	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61452531	55.24	55.24	74	will pay on 10/31
17-Aug-12	P0034804	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61452532	45.43	45.43	74	will pay on 10/31
17-Aug-12	P0034805	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61452533	45.43	45.43	74	will pay on 10/31
17-Aug-12	P0034814	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61452790	55.24	55.24	74	will pay on 10/31
17-Aug-12	P0034815	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61452791	2,859.88	2,859.88	74	will pay on 10/31
17-Aug-12	P1301386	NEWVENUE/COUNTY OF LEXINGTON, IS DEPT.	61452576	122.10	122.10	74	will pay on 10/31
17-Aug-12	P1301982	NEWVENUE/LEXINGTON SCHOOL DISTRICT 1	61452534	109.46	109.46	74	will pay on 10/31
17-Aug-12	170623	NEWVENUE/ROCK HILL SCHOOL DISTRICT 3	61452946	1,278.75	1,278.75	74	will pay on 10/31
17-Aug-12	4600193437	NEWVENUE/SC DEPT. OF EMPLOYMENT & WORKFORCE	61452628	330.41	330.41	74	will pay on 10/31
20-Aug-12	W1163	NEWVENUE/DORCHESTER COUNTY	61454485	329.18	329.18	71	will pay on 10/31
21-Aug-12	CU00131840	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61456159	704.85	704.85	70	In Collections
21-Aug-12	P0010935	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61456193	48.67	48.67	70	In Collections
21-Aug-12	P0010943	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61456698	48.67	48.67	70	In Collections
21-Aug-12	1000094953	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61456162	5,524.20	5,524.20	70	In Collections
21-Aug-12	034734	NEWVENUE/COUNTY OF ORANGEBURG	61456670	258.64	258.64	70	In Collections
21-Aug-12	119506	NEWVENUE/MARION SCHOOL DIST. 1	61455979	1,636.80	1,636.80	70	In Collections
21-Aug-12	170669	NEWVENUE/ROCK HILL SCHOOL DISTRICT 3	61456674	3,836.25	3,836.25	70	In Collections
21-Aug-12	4600194604	NEWVENUE/SC DEPT. OF HEALTH & HUMAN SRVS	61456282	395.48	395.48	70	In Collections
21-Aug-12	11770	NEWVENUE/SUMTER SCHOOL DISTRICT	61456161	87.32	87.32	70	In Collections
22-Aug-12	32401	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61457610	711.50	711.50	69	In Collections
22-Aug-12	DP 15195	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61458075	329.18	329.18	69	In Collections
22-Aug-12	P0010951	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61457852	42.07	42.07	69	In Collections
22-Aug-12	P0010957	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61457854	42.07	42.07	69	In Collections
22-Aug-12	P0010973	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61458019	93.22	93.22	69	In Collections
22-Aug-12	1000095339	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61458022	55.24	55.24	69	In Collections
22-Aug-12	85438	NEWVENUE/ANDERSON SCHOOL DISTRICT 5	61458193	2,833.04	2,833.04	69	In Collections
22-Aug-12	05282559	NEWVENUE/CHARLESTON COUNTY SCHOOL DIST	61458074	511.50	511.50	69	In Collections

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22-Aug-12	P0034822	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61458023	110.49	110.49	69	In Collections
22-Aug-12	13000396-000	NEWVENUE/PICKENS COUNTY GOVERNMENT	61458352	470.25	470.25	69	In Collections
22-Aug-12	4600194470	NEWVENUE/SC MILITARY DEPT-ADJUTANT GENERAL'S OFC	61458316	3,745.60	3,745.60	69	In Collections
23-Aug-12	119437	NEWVENUE/MARION SCHOOL DIST. 1	61459571	3,324.75	3,324.75	68	In Collections
23-Aug-12	13000313-000	NEWVENUE/PICKENS COUNTY GOVERNMENT	61459883	658.36	658.36	68	In Collections
23-Aug-12	4600192842	NEWVENUE/S. CAROLINA DEPT OF SOCIAL SVCS	61460194	11,145.00	11,145.00	68	In Collections - Pd 9/28
23-Aug-12	4600188220	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61459625	1,299.41	1,299.41	68	In Collections - Pd
24-Aug-12	32451	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61461570	54.73	54.73	67	In Collections
24-Aug-12	DP 15203	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61461714	329.18	329.18	67	In Collections
24-Aug-12	P0010994	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61461567	91.28	91.28	67	In Collections
24-Aug-12	1000095776	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61461668	136.30	136.30	67	In Collections
24-Aug-12	90734	NEWVENUE/AIKEN COUNTY PUBLIC SCHOOLS	61461553	54.73	54.73	67	In Collections
24-Aug-12	90785	NEWVENUE/AIKEN COUNTY PUBLIC SCHOOLS	61461670	54.73	54.73	67	In Collections
24-Aug-12	113739	NEWVENUE/ANDERSON SCHOOL DISTRICT 1	61461569	759.07	759.07	67	In Collections
24-Aug-12	P0034832	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61461562	100.67	100.67	67	In Collections
24-Aug-12	130687	NEWVENUE/DORCHESTER COUNTY	61461704	725.16	725.16	67	In Collections
24-Aug-12	4600196171	NEWVENUE/S. CAROLINA D.O.T.	61461719	579.15	579.15	67	In Collections Pd - 9/25
24-Aug-12	274973-29	NEWVENUE/SANTEE COOPER	61461708	257.40	257.40	67	In Collections
24-Aug-12	51044-L	NEWVENUE/UNIV TECHNOLOGY SERV. UNIV OF S. CAROLINA	61461216	1,158.30	1,158.30	67	In Collections
27-Aug-12	32603	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61462706	109.46	109.46	64	In Collections
27-Aug-12	CU00132976	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61462705	228.60	228.60	64	In Collections
27-Aug-12	1000095798	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61462704	45.43	45.43	64	In Collections
27-Aug-12	468	NEWVENUE/MARION SCHOOL DIST. 1	61462748	2,301.75	2,301.75	64	In Collections
27-Aug-12	107706	NEWVENUE/MEDICAL UNIV OF SOUTH CAROLINA	61463025	5,989.20	5,989.20	64	In Collections
27-Aug-12	4600196150	NEWVENUE/SC DEPT. OF HEALTH & HUMAN SRVS	61462751	222,390.30	222,390.30	64	In Collections - 9/5
28-Aug-12	32643	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61464965	164.19	164.19	63	In Collections
28-Aug-12	131500	NEWVENUE TECH/WILLIAMSBURG CO SCHOOL DISTRICT	61465195	51.15	51.15	63	In Collections
28-Aug-12	CU00133090	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61464704	248.04	248.04	63	In Collections
28-Aug-12	P0011056	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61464535	51.15	51.15	63	In Collections
28-Aug-12	19470	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61465241	3,785.10	3,785.10	63	In Collections
28-Aug-12	19471	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61465242	1,278.75	1,278.75	63	In Collections
28-Aug-12	19472	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61465244	767.25	767.25	63	In Collections
28-Aug-12	19484	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61465245	818.40	818.40	63	In Collections
28-Aug-12	05282712	NEWVENUE/CHARLESTON COUNTY SCHOOL DIST	61464910	511.50	511.50	63	In Collections
28-Aug-12	P0034844	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61464967	52.56	52.56	63	In Collections
28-Aug-12	P0034845	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61465009	55.24	55.24	63	In Collections
28-Aug-12	P0034843	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61465026	2,859.88	2,859.88	63	In Collections
28-Aug-12	001001	NEWVENUE/EDGEFIELD CO SCHOOL DIST	61465191	1,227.60	1,227.60	63	In Collections
28-Aug-12	498	NEWVENUE/MARION SCHOOL DIST. 1	61464960	102.30	102.30	63	In Collections
28-Aug-12	4600194769	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61464769	1,250.68	1,250.68	63	In Collections - 10/12
28-Aug-12	4600197188	NEWVENUE/SC STATE HOUSING AUTHORITY	61465194	405.90	405.90	63	In Collections
28-Aug-12	51044-L	NEWVENUE/UNIV TECHNOLOGY SERV. UNIV OF S. CAROLINA	61464770	322.59	322.59	63	In Collections
28-Aug-12	51043-L	NEWVENUE/UNIV TECHNOLOGY SERV. UNIV OF S. CAROLINA	61464828	9,546.00	9,546.00	63	In Collections

29-Aug-12	32270	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61467252	303.68	303.68	62	In Collections
29-Aug-12	P0011101	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61466846	84.14	84.14	62	In Collections
29-Aug-12	19485	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466294	511.50	511.50	62	In Collections
29-Aug-12	19482	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466297	1,381.05	1,381.05	62	In Collections
29-Aug-12	19481	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466298	1,278.75	1,278.75	62	In Collections
29-Aug-12	19483	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466299	2,506.35	2,506.35	62	In Collections
29-Aug-12	19506	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466419	153.45	153.45	62	In Collections
29-Aug-12	19502	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466540	51.15	51.15	62	In Collections
29-Aug-12	19507	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466650	1,687.95	1,687.95	62	In Collections
29-Aug-12	19505	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466652	358.05	358.05	62	In Collections
29-Aug-12	19504	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466653	767.25	767.25	62	In Collections
29-Aug-12	19501	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466654	920.70	920.70	62	In Collections
29-Aug-12	19503	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466742	511.50	511.50	62	In Collections
29-Aug-12	19500	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466840	511.50	511.50	62	In Collections
29-Aug-12	19493	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466842	716.10	716.10	62	In Collections
29-Aug-12	19492	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61466844	358.05	358.05	62	In Collections
29-Aug-12	90831	NEWVENUE/AIKEN COUNTY PUBLIC SCHOOLS	61466080	54.73	54.73	62	In Collections
29-Aug-12	90821	NEWVENUE/AIKEN COUNTY PUBLIC SCHOOLS	61466082	1,094.61	1,094.61	62	In Collections
29-Aug-12	20130351-00	NEWVENUE/BEAUFORT COUNTY COUNCIL	61466136	21,208.51	21,208.51	62	In Collections
29-Aug-12	PO201200357	NEWVENUE/BERKELEY CO WATER & SANITATION	61466300	3,171.96	3,171.96	62	In Collections
29-Aug-12	P0034857	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61466757	939.11	939.11	62	In Collections
29-Aug-12	P0034848	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61466799	55.24	55.24	62	In Collections
29-Aug-12	P0034849	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61467232	55.24	55.24	62	In Collections
30-Aug-12	053363	NEWVENUE TECHNOLOGIES/AIKEN COUNTY	61468552	329.18	329.18	61	In Collections
30-Aug-12	P0011059	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61468708	42.07	42.07	61	In Collections
30-Aug-12	P0011124	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61468765	153.45	153.45	61	In Collections
30-Aug-12	P0011126	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61468949	340.69	340.69	61	In Collections
30-Aug-12	19518	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61468553	827.39	827.39	61	In Collections
30-Aug-12	19469	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61468874	306.90	306.90	61	In Collections
30-Aug-12	19526	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61468950	1,329.90	1,329.90	61	In Collections
30-Aug-12	19527	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61468951	511.50	511.50	61	In Collections
30-Aug-12	006668	NEWVENUE TECHNOLOGIES/SUMTER COUNTY	61468920	3,005.36	3,005.36	61	In Collections
30-Aug-12	90861	NEWVENUE/AIKEN COUNTY PUBLIC SCHOOLS	61468352	45.01	45.01	61	In Collections
30-Aug-12	P041172	NEWVENUE/BERKELEY COUNTY GOVERNMENT	61468947	3,110.20	3,110.20	61	In Collections
30-Aug-12	KED-08292012	NEWVENUE/MUNICIPAL ASSOC. OF SC	61468592	22,006.49	22,006.49	61	In Collections
30-Aug-12	170841	NEWVENUE/ROCK HILL SCHOOL DISTRICT 3	61468641	1,368.27	1,368.27	61	In Collections
30-Aug-12	4600198045	NEWVENUE/SC DEPARTMENT OF REVENUE	61468393	44,517.00	44,517.00	61	In Collections
30-Aug-12	4600190521	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61468549	5,266.88	5,266.88	61	In Collections
31-Aug-12	32776	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61470119	1,477.72	1,477.72	60	In Collections
31-Aug-12	P0011109	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61470407	51.15	51.15	60	In Collections
31-Aug-12	1000096696	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61470114	1,874.66	1,874.66	60	In Collections
31-Aug-12	05282882	NEWVENUE/CHARLESTON COUNTY SCHOOL DIST	61470117	51.15	51.15	60	In Collections
31-Aug-12	P0034867	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61469902	55.24	55.24	60	In Collections

31-Aug-12	P0034868	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61469903	55.24	55.24	60	In Collections
31-Aug-12	P0034871	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61469934	55.24	55.24	60	In Collections
31-Aug-12	P0034881	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61470375	110.49	110.49	60	In Collections
31-Aug-12	P0034882	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61470376	110.49	110.49	60	In Collections
31-Aug-12	P0034873	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61470467	55.24	55.24	60	In Collections
31-Aug-12	4600198267	NEWVENUE/SC DDSN	61470700	115,863.11	115,863.11	60	In Collections
4-Sep-12	P0011153	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61474091	93.22	93.22	56	In Collections
4-Sep-12	P0011149	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61474094	42.07	42.07	56	In Collections
4-Sep-12	P0011172	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61474095	51.15	51.15	56	In Collections
4-Sep-12	P0011179	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61474099	84.14	84.14	56	In Collections
4-Sep-12	4600198880	NEWVENUE/LIEUTENANT GOVERNOR'S OFFICE	61473532	329.17	329.17	56	In Collections
4-Sep-12	274973-30	NEWVENUE/SANTEE COOPER	61473533	347.32	347.32	56	In Collections
5-Sep-12	4600198678	NEWVENUE TECHNOLOGIES/B&CB INTERNAL OPERATIONS	61475824	477,418.10	477,418.10	55	Paid 10/29
5-Sep-12	P0011187	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61476060	42.07	42.07	55	Invoiced
5-Sep-12	P0011199	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61476118	42.07	42.07	55	Invoiced
5-Sep-12	P0011203	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61476119	42.07	42.07	55	Invoiced
5-Sep-12	19538	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61475867	204.60	204.60	55	Invoiced
5-Sep-12	071283	NEWVENUE/ E COOPER MONTESSORI CHARTER SCH	61476050	1,451.84	1,451.84	55	Invoiced
5-Sep-12	20130218-03	NEWVENUE/GREENWOOD COUNTY GOV	61475383	736.34	736.34	55	Invoiced
5-Sep-12	P1302792	NEWVENUE/LEXINGTON SCHOOL DISTRICT 1	61476064	450.26	450.26	55	Invoiced
6-Sep-12	CU00134784	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61477392	97.11	97.11	54	Invoiced
6-Sep-12	000058	NEWVENUE TECHNOLOGIES/LEGISLATIVE PRINTING	61477428	5,127.98	5,127.98	54	Invoiced
6-Sep-12	05281217	NEWVENUE/CHARLESTON COUNTY SCHOOL DIST	61477393	55.50	55.50	54	Invoiced
7-Sep-12	DP 15255	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61479799	483.44	483.44	53	Invoiced
10-Sep-12	131715	NEWVENUE TECH/WILLIAMSBURG CO SCHOOL DISTRICT	61481732	51.15	51.15	50	Invoiced
10-Sep-12	DP 15267	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61481273	658.36	658.36	50	Invoiced
10-Sep-12	DP 15277	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61481707	658.36	658.36	50	Invoiced
10-Sep-12	CU00134892	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61481277	97.11	97.11	50	Invoiced
10-Sep-12	P0011234	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61481282	42.07	42.07	50	Invoiced
10-Sep-12	P0011211	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61481284	51.15	51.15	50	Invoiced
10-Sep-12	P0011231	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61481285	42.07	42.07	50	Invoiced
10-Sep-12	P0011228	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61481286	42.07	42.07	50	Invoiced
10-Sep-12	P0011241	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61481287	42.07	42.07	50	Invoiced
10-Sep-12	P0011246	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61481365	84.14	84.14	50	Invoiced
10-Sep-12	P0011250	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61481457	84.14	84.14	50	Invoiced
10-Sep-12	P0011254	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61481458	42.07	42.07	50	Invoiced
10-Sep-12	P0011173	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61481459	9.84	9.84	50	Invoiced
10-Sep-12	P0011174	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61481551	9.84	9.84	50	Invoiced
10-Sep-12	P0011264	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61481709	42.07	42.07	50	Invoiced
10-Sep-12	1000097444	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61481366	1,381.06	1,381.06	50	Invoiced
10-Sep-12	90932	NEWVENUE/AIKEN COUNTY PUBLIC SCHOOLS	61481275	450.15	450.15	50	Invoiced
10-Sep-12	PO# 130241	NEWVENUE/CITY OF SPARTANBURG	61481671	9,806.63	9,806.63	50	Invoiced
10-Sep-12	22282	NEWVENUE/COLLETON COUNTY	61481549	1,645.90	1,645.90	50	Invoiced

10-Sep-12	107705	NEWVENUE/MEDICAL UNIV OF SOUTH CAROLINA	61480980	597.05	597.05	50	Invoiced
10-Sep-12	4600199670	NEWVENUE/SC DEPT. OF HEALTH & HUMAN SRVS	61481235	347.32	347.32	50	Invoiced
10-Sep-12	4600199930	NEWVENUE/SC LAW ENFORCEMENT DIVISION	61481447	20,645.35	20,645.35	50	Invoiced
11-Sep-12	9112012	NEWVENUE TECH/COUNTY OF KERSHAW	61483458	241.72	241.72	49	Invoiced
11-Sep-12	P0011284	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61483431	420.70	420.70	49	Invoiced
11-Sep-12	P0011294	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61483457	42.07	42.07	49	Invoiced
11-Sep-12	1000097709	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61483284	5,524.20	5,524.20	49	Invoiced
11-Sep-12	19561	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61483440	51.15	51.15	49	Invoiced
11-Sep-12	90970	NEWVENUE/AIKEN COUNTY PUBLIC SCHOOLS	61482941	109.46	109.46	49	Invoiced
11-Sep-12	P1301678	NEWVENUE/COUNTY OF LEXINGTON, IS DEPT.	61482991	305.25	305.25	49	Invoiced
11-Sep-12	P1301679	NEWVENUE/COUNTY OF LEXINGTON, IS DEPT.	61482992	122.10	122.10	49	Invoiced
11-Sep-12	P1303093	NEWVENUE/LEXINGTON SCHOOL DISTRICT 1	61483158	54.73	54.73	49	Invoiced
11-Sep-12	589	NEWVENUE/MARION SCHOOL DIST. 1	61483421	166.65	166.65	49	Invoiced
11-Sep-12	4600200899	NEWVENUE/SC DEPT. OF EMPLOYMENT & WORKFORCE	61483485	330.41	330.41	49	Invoiced
11-Sep-12	12743	NEWVENUE/SUMTER SCHOOL DISTRICT	61482889	45.44	45.44	49	Invoiced
11-Sep-12	12761	NEWVENUE/SUMTER SCHOOL DISTRICT	61483000	165.73	165.73	49	Invoiced
12-Sep-12	P0011304	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61484968	204.60	204.60	48	
12-Sep-12	P0011308	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61484992	48.67	48.67	48	
12-Sep-12	90998	NEWVENUE/AIKEN COUNTY PUBLIC SCHOOLS	61485028	54.73	54.73	48	
12-Sep-12	90999	NEWVENUE/AIKEN COUNTY PUBLIC SCHOOLS	61485029	54.73	54.73	48	
12-Sep-12	P1301656	NEWVENUE/COUNTY OF LEXINGTON, IS DEPT.	61484782	61.05	61.05	48	
12-Sep-12	4600201441	NEWVENUE/SC LAW ENFORCEMENT DIVISION	61485105	1,178.10	1,178.10	48	
12-Sep-12	4600183996	NEWVENUE/SC VOCATIONAL REHAB DEPT	61484829	283.35	283.35	48	
13-Sep-12	DP 15291	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61487126	1,450.32	1,450.32	47	
13-Sep-12	P0011317	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61487128	51.15	51.15	47	
13-Sep-12	19572	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61487558	51.15	51.15	47	
13-Sep-12	P0034913	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61486872	45.44	45.44	47	
13-Sep-12	P0034911	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61486873	107.80	107.80	47	
13-Sep-12	P0034912	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61486896	45.43	45.43	47	
13-Sep-12	P0034917	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61487636	45.43	45.43	47	
13-Sep-12	P0034918	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61487637	1,215.33	1,215.33	47	
13-Sep-12	P1301446	NEWVENUE/COUNTY OF LEXINGTON, IS DEPT.	61486964	1,216.75	1,216.75	47	
13-Sep-12	P1301732	NEWVENUE/COUNTY OF LEXINGTON, IS DEPT.	61487520	90.92	90.92	47	
13-Sep-12	109361	NEWVENUE/MEDICAL UNIV OF SOUTH CAROLINA	61487551	400.12	400.12	47	
13-Sep-12	171026	NEWVENUE/ROCK HILL SCHOOL DISTRICT 3	61487200	3,171.30	3,171.30	47	
13-Sep-12	4600201961	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61487582	1,041.99	1,041.99	47	
13-Sep-12	12776	NEWVENUE/SUMTER SCHOOL DISTRICT	61487081	276.22	276.22	47	
13-Sep-12	12954	NEWVENUE/SUMTER SCHOOL DISTRICT	61487564	177.30	177.30	47	
14-Sep-12	33210	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61488985	54.73	54.73	46	
14-Sep-12	DP 15300	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61489212	241.72	241.72	46	
14-Sep-12	P0011332	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61488870	51.15	51.15	46	
14-Sep-12	1000098258	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61489063	1,546.77	1,546.77	46	
14-Sep-12	1000098278	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61489064	1,381.06	1,381.06	46	

14-Sep-12	1000098352	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61489164	110.49	110.49	46
14-Sep-12	P129240	NEWVENUE/CITY OF COLUMBIA	61488966	91.81	91.81	46
14-Sep-12	13000817-000	NEWVENUE/PICKENS COUNTY GOVERNMENT	61489112	372.91	372.91	46
14-Sep-12	**4600202280**	**NEWVENUE/SC ATTY GENERAL'S OFFICE**	**61488990**	**7,797.11**	**7,797.11**	**46**
17-Sep-12	33258	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61490780	54.73	54.73	43
17-Sep-12	131809	NEWVENUE TECH/WILLIAMSBURG CO SCHOOL DISTRICT	61490781	51.15	51.15	43
17-Sep-12	P0011364	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61490625	45.64	45.64	43
17-Sep-12	P0011385	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61491689	42.07	42.07	43
17-Sep-12	P0011386	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61491690	42.07	42.07	43
17-Sep-12	P0034935	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61490870	55.24	55.24	43
17-Sep-12	274973-33	NEWVENUE/SANTEE COOPER	61490962	347.32	347.32	43
17-Sep-12	13098	NEWVENUE/SUMTER SCHOOL DISTRICT	61490785	220.97	220.97	43
18-Sep-12	CU00136567	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61492865	194.21	194.21	42
18-Sep-12	1000098596	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61492950	220.97	220.97	42
18-Sep-12	05283341	NEWVENUE/CHARLESTON COUNTY SCHOOL DIST	61493339	767.25	767.25	42
19-Sep-12	33407	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61495073	109.46	109.46	41
19-Sep-12	006750	NEWVENUE TECHNOLOGIES/SUMTER COUNTY	61495027	1,044.23	1,044.23	41
19-Sep-12	85733	NEWVENUE/ANDERSON SCHOOL DISTRICT 5	61494792	102.30	102.30	41
19-Sep-12	05283333	NEWVENUE/CHARLESTON COUNTY SCHOOL DIST	61494729	51.15	51.15	41
19-Sep-12	05283289	NEWVENUE/CHARLESTON COUNTY SCHOOL DIST	61494734	153.45	153.45	41
19-Sep-12	4600202886	NEWVENUE/SC TECH COLLEGE SYSTEM	61495069	2,829.76	2,829.76	41
20-Sep-12	P0011414	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61496459	9.84	9.84	40
20-Sep-12	P0011415	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61496460	9.84	9.84	40
20-Sep-12	P0011413	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61496540	42.07	42.07	40
20-Sep-12	P0011422	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61496863	102.30	102.30	40
20-Sep-12	19588	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61497041	1,023.00	1,023.00	40
20-Sep-12	19589	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61497102	1,892.55	1,892.55	40
20-Sep-12	P0034944	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61496457	45.43	45.43	40
20-Sep-12	292967	NEWVENUE/SANTEE COOPER	61496707	1,350.25	1,350.25	40
20-Sep-12	4600191515	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61496539	329.17	329.17	40
20-Sep-12	4600190524	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61496706	1,316.68	1,316.68	40
20-Sep-12	13230	NEWVENUE/SUMTER SCHOOL DISTRICT	61497073	2,209.68	2,209.68	40
20-Sep-12	51044-L	NEWVENUE/UNIV TECHNOLOGY SERV. UNIV OF S. CAROLINA	61496927	1,177.32	1,177.32	40
21-Sep-12	13404	NEWVENUE/SUMTER SCHOOL DISTRICT	61498041	357.28	357.28	39
24-Sep-12	DP 15308	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61500324	2,894.09	2,894.09	36
24-Sep-12	P0011446	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61499481	52.81	52.81	36
24-Sep-12	P0011450	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61499802	48.67	48.67	36
24-Sep-12	P0011461	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61499823	42.07	42.07	36
24-Sep-12	1000099143	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61499959	45.43	45.43	36
24-Sep-12	91119	NEWVENUE/AIKEN COUNTY PUBLIC SCHOOLS	61499482	109.46	109.46	36
24-Sep-12	4600204321	NEWVENUE/LIEUTENANT GOVERNOR'S OFFICE	61500322	571.72	571.72	36
24-Sep-12	663	NEWVENUE/MARION SCHOOL DIST. 1	61499815	54.73	54.73	36
25-Sep-12	19596	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61501481	51.15	51.15	35

25-Sep-12	85758	NEWVENUE/ANDERSON SCHOOL DISTRICT 5	61502341	51.15	51.15	35
25-Sep-12	P0034965	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61502343	45.44	45.44	35
25-Sep-12	274973-32	NEWVENUE/SANTEE COOPER	61501826	329.17	329.17	35
25-Sep-12	4600204721	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61502299	3,031.75	3,031.75	35
25-Sep-12	4600204875	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61502331	8,373.76	8,373.76	35
26-Sep-12	C0920	NEWVENUE TECH/CITY OF GREENVILLE	61502978	23.93	23.93	34
26-Sep-12	131848	NEWVENUE TECH/WILLIAMSBURG CO SCHOOL DISTRICT	61503137	51.15	51.15	34
26-Sep-12	1000099315	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61503082	110.49	110.49	34
26-Sep-12	19606	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61502977	102.30	102.30	34
26-Sep-12	19610	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61503679	716.10	716.10	34
26-Sep-12	19614	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61503680	48.67	48.67	34
26-Sep-12	05283544	NEWVENUE/CHARLESTON COUNTY SCHOOL DIST	61503543	153.45	153.45	34
26-Sep-12	P0034964	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61502944	165.73	165.73	34
26-Sep-12	P0034962	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61502945	55.24	55.24	34
26-Sep-12	131024	NEWVENUE/DORCHESTER COUNTY	61503110	313.45	313.45	34
26-Sep-12	171188	NEWVENUE/ROCK HILL SCHOOL DISTRICT 3	61503332	252.48	252.48	34
26-Sep-12	4600202469	NEWVENUE/SC PARKS REC. & TOURISM	61502883	7,276.80	7,276.80	34
26-Sep-12	**117605**	**NEWVENUE/SCHOOL DIST OF PICKENS COUNTY**	**61503457**	**94,517.03**	**94,517.03**	**34**
26-Sep-12	13690	NEWVENUE/SUMTER SCHOOL DISTRICT	61503464	331.45	331.45	34
26-Sep-12	13424	NEWVENUE/SUMTER SCHOOL DISTRICT	61503637	1,436.29	1,436.29	34
27-Sep-12	131859	NEWVENUE TECH/WILLIAMSBURG CO SCHOOL DISTRICT	61504928	51.15	51.15	33
27-Sep-12	P0034975	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61504795	55.24	55.24	33
27-Sep-12	P0034976	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61504797	45.44	45.44	33
27-Sep-12	P0034977	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61504798	55.24	55.24	33
27-Sep-12	PO0000012594	NEWVENUE/COLUMBIA METRO AIRPORT	61504792	1,980.02	1,980.02	33
27-Sep-12	4600202583	NEWVENUE/SC DEPT OF CORRECTIONS	61504884	2,845.56	2,845.56	33
27-Sep-12	4600205046	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61504986	6,596.80	6,596.80	33
28-Sep-12	**4600206231**	**NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL**	**61507751**	**233,382.91**	**233,382.91**	**32**
28-Sep-12	**4600202469**	**NEWVENUE/SC PARKS REC. & TOURISM**	**61507295**	**72,580.85**	**72,580.85**	**32**
1-Oct-12	DP 15334	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61509213	1,205.82	1,205.82	29
1-Oct-12	P0011521	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61509443	51.15	51.15	29
1-Oct-12	1000099603	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61509321	55.24	55.24	29
1-Oct-12	P1303774	NEWVENUE/LEXINGTON SCHOOL DISTRICT 1	61509254	1,641.92	1,641.92	29
1-Oct-12	4600201777	NEWVENUE/SC MILITARY DEPT-ADJUTANT GENERAL'S OFC	61509501	658.36	658.36	29
2-Oct-12	P0011544	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61511035	109.76	109.76	28
2-Oct-12	51044-L	NEWVENUE/UNIV TECHNOLOGY SERV. UNIV OF S. CAROLINA	61510371	331.66	331.66	28
3-Oct-12	132164	NEWVENUE TECH/WILLIAMSBURG CO SCHOOL DISTRICT	61511644	358.05	358.05	27
3-Oct-12	CU00138165	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61511536	191.50	191.50	27
3-Oct-12	P0011563	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61511818	48.67	48.67	27
3-Oct-12	P0011585	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61512047	51.15	51.15	27
3-Oct-12	1000100191	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61511971	55.75	55.75	27
3-Oct-12	19620	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61512044	2,659.80	2,659.80	27
3-Oct-12	P1304003	NEWVENUE/LEXINGTON SCHOOL DISTRICT 1	61511804	1,560.71	1,560.71	27

3-Oct-12	P1303830	NEWVENUE/LEXINGTON SCHOOL DISTRICT 1	61511817	54.73	54.73	27
3-Oct-12	**4600205840**	**NEWVENUE/LIEUTENANT GOVERNOR'S OFFICE**	**61511701**	**14,483.92**	**14,483.92**	**27**
3-Oct-12	14075	NEWVENUE/SUMTER SCHOOL DISTRICT	61511886	5,524.20	5,524.20	27
4-Oct-12	4600204769	NEWVENUE/SC ATTY GENERAL'S OFFICE	61512972	7,548.76	7,548.76	26
4-Oct-12	300204579	NEWVENUE/SC DEPT OF CORRECTIONS	61513753	167.49	167.49	26
4-Oct-12	51044-L	NEWVENUE/UNIV TECHNOLOGY SERV. UNIV OF S. CAROLINA	61513324	331.66	331.66	26
5-Oct-12	P0011594	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61515141	51.15	51.15	25
5-Oct-12	05283859	NEWVENUE/CHARLESTON COUNTY SCHOOL DIST	61515062	499.48	499.48	25
5-Oct-12	PO0000012607	NEWVENUE/COLUMBIA METRO AIRPORT	61514956	6,514.95	6,514.95	25
8-Oct-12	1000100547	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61517567	45.43	45.43	22
8-Oct-12	19624	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61517832	971.85	971.85	22
8-Oct-12	**05283899**	**NEWVENUE/CHARLESTON COUNTY SCHOOL DIST**	**61517833**	**11,253.00**	**11,253.00**	**22**
8-Oct-12	171329	NEWVENUE/ROCK HILL SCHOOL DISTRICT 3	61517834	7,416.75	7,416.75	22
8-Oct-12	51044-L	NEWVENUE/UNIV TECHNOLOGY SERV. UNIV OF S. CAROLINA	61517494	498.32	498.32	22
9-Oct-12	**05283911**	**NEWVENUE/CHARLESTON COUNTY SCHOOL DIST**	**61518931**	**56,776.50**	**56,776.50**	**21**
9-Oct-12	P0034997	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61518697	220.97	220.97	21
9-Oct-12	P0034998	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61518729	52.56	52.56	21
9-Oct-12	P0034996	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61518731	45.44	45.44	21
9-Oct-12	P1301962	NEWVENUE/COUNTY OF LEXINGTON, IS DEPT.	61519417	347.33	347.33	21
9-Oct-12	4600208076	NEWVENUE/SC BOARD OF FIN'L INSTITUTIONS	61518874	2,900.64	2,900.64	21
9-Oct-12	4600207468	NEWVENUE/SC DEPT OF PUBLIC SAFETY	61519256	625.34	625.34	21
10-Oct-12	DP 15332	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61520150	2,322.37	2,322.37	20
10-Oct-12	DP 15363	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61520676	241.72	241.72	20
10-Oct-12	19634	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61520417	51.15	51.15	20
10-Oct-12	P0035005	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61520308	55.24	55.24	20
10-Oct-12	P0035011	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61520794	45.44	45.44	20
10-Oct-12	13001117-000	NEWVENUE/PICKENS COUNTY GOVERNMENT	61520566	43.73	43.73	20
10-Oct-12	0118590 00	NEWVENUE/SPARTANBURG WATER SYSTEM	61520766	348.93	348.93	20
10-Oct-12	13699	NEWVENUE/SUMTER SCHOOL DISTRICT	61520058	276.22	276.22	20
10-Oct-12	13700	NEWVENUE/SUMTER SCHOOL DISTRICT	61520114	386.69	386.69	20
10-Oct-12	**13785**	**NEWVENUE/SUMTER SCHOOL DISTRICT**	**61520399**	**49,717.80**	**49,717.80**	**20**
10-Oct-12	51044-L	NEWVENUE/UNIV TECHNOLOGY SERV. UNIV OF S. CAROLINA	61520468	498.32	498.32	20
11-Oct-12	DP 15370	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61521561	725.16	725.16	19
11-Oct-12	**274973-31**	**NEWVENUE/SANTEE COOPER**	**61521806**	**91,195.50**	**91,195.50**	**19**
11-Oct-12	4600208472	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61521865	1,057.66	1,057.66	19
11-Oct-12	4600189557	NEWVENUE/SC DEPT. OF EMPLOYMENT & WORKFORCE	61521636	6,041.00	6,041.00	19
12-Oct-12	4600203904	NEWVENUE TECHNOLOGIES/SC DEPT OF MENTAL HEALTH	61524421	689.27	689.27	18
12-Oct-12	P0035018	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61523782	52.57	52.57	18
12-Oct-12	P0035019	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61523922	55.24	55.24	18
12-Oct-12	P1302008	NEWVENUE/COUNTY OF LEXINGTON, IS DEPT.	61523754	6,778.36	6,778.36	18
12-Oct-12	111665	NEWVENUE/MEDICAL UNIV OF SOUTH CAROLINA	61524544	3,069.00	3,069.00	18
12-Oct-12	4600206148	NEWVENUE/SC LAW ENFORCEMENT DIVISION	61524533	362.99	362.99	18
15-Oct-12	34020	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61525651	45.02	45.02	15

15-Oct-12	33637	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61525652	766.23	766.23	15
15-Oct-12	DP 15383	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61525720	241.72	241.72	15
15-Oct-12	P0035026	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61525869	55.24	55.24	15
15-Oct-12	P0035027	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61525950	45.44	45.44	15
15-Oct-12	P0035028	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61525951	55.24	55.24	15
15-Oct-12	P1304400	NEWVENUE/LEXINGTON SCHOOL DISTRICT 1	61525717	631.05	631.05	15
15-Oct-12	**4600209085**	**NEWVENUE/SC DEPT. OF EMPLOYMENT & WORKFORCE**	**61526026**	**26,433.60**	**26,433.60**	**15**
15-Oct-12	317662	NEWVENUE/SC LEGISLATIVE AUDIT COUNCIL	61526206	7,617.60	7,617.60	15
15-Oct-12	51043-L	NEWVENUE/UNIV TECHNOLOGY SERV. UNIV OF S. CAROLINA	61526145	2,900.00	2,900.00	15
16-Oct-12	34182	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61527447	54.73	54.73	14
16-Oct-12	132391	NEWVENUE TECH/WILLIAMSBURG CO SCHOOL DISTRICT	61527940	204.60	204.60	14
16-Oct-12	05284036	NEWVENUE/CHARLESTON COUNTY SCHOOL DIST	61527935	102.30	102.30	14
16-Oct-12	05284039	NEWVENUE/CHARLESTON COUNTY SCHOOL DIST	61527936	511.50	511.50	14
16-Oct-12	0000238887	NEWVENUE/SC STATE PORTS AUTHORITY	61527558	13,220.75	13,220.75	14
17-Oct-12	DP 15396	NEWVENUE TECHNOLOGIES/CITY OF ROCK HILL, MIS DIV	61528755	241.72	241.72	13
17-Oct-12	P0011777	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61528719	48.67	48.67	13
17-Oct-12	P0011787	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61528722	52.81	52.81	13
17-Oct-12	19654	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61528856	51.15	51.15	13
17-Oct-12	19659	NEWVENUE TECHNOLOGIES/OCONE SCHOOL DISTRICT	61529013	51.15	51.15	13
17-Oct-12	P1300130	NEWVENUE TECHNOLOGIES/RICHLAND COUNTY	61529333	2,070.06	2,070.06	13
17-Oct-12	P0023717	NEWVENUE/GREENVILLE TECHNICAL COLLEGE	61529011	8,281.36	8,281.36	13
17-Oct-12	4600191897	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61528681	1,909.02	1,909.02	13
17-Oct-12	**4600209581**	**NEWVENUE/SC DEPT. OF HEALTH & HUMAN SRVS**	**61528682**	**15,444.80**	**15,444.80**	**13**
17-Oct-12	4600210199	NEWVENUE/SC DEPT. OF HEALTH & HUMAN SRVS	61529006	482.62	482.62	13
17-Oct-12	4600206521	NEWVENUE/SC MILITARY DEPT-ADJUTANT GENERAL'S OFC	61528858	241.72	241.72	13
17-Oct-12	14759	NEWVENUE/SUMTER SCHOOL DISTRICT	61528756	552.42	552.42	13
18-Oct-12	CU00141040	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61530523	160.03	160.03	12
18-Oct-12	119698	NEWVENUE/MARION SCHOOL DIST. 1	61531024	166.65	166.65	12
18-Oct-12	170328	NEWVENUE/ROCK HILL SCHOOL DISTRICT 3	61530729	51.15	51.15	12
18-Oct-12	170293	NEWVENUE/ROCK HILL SCHOOL DISTRICT 3	61530731	102.30	102.30	12
19-Oct-12	P0011409	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61532042	42.07	42.07	11
19-Oct-12	P0035038	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61531971	2,859.88	2,859.88	11
22-Oct-12	132495	NEWVENUE TECH/WILLIAMSBURG CO SCHOOL DISTRICT	61534133	920.70	920.70	8
22-Oct-12	1000102022	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61534076	55.24	55.24	8
23-Oct-12	CU00141405	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61536047	54.73	54.73	7
23-Oct-12	171483	NEWVENUE/ROCK HILL SCHOOL DISTRICT 3	61536290	7,672.50	7,672.50	7
23-Oct-12	4600211220	NEWVENUE/SC DEPT. OF HEALTH & HUMAN SRVS	61536046	395.46	395.46	7
23-Oct-12	4600211409	NEWVENUE/SC DEPT. OF HEALTH & HUMAN SRVS	61536434	694.64	694.64	7
24-Oct-12	CU00141665	NEWVENUE TECHNOLOGIES/CLEMSON UNIVERSITY	61537314	65.31	65.31	6
24-Oct-12	1000102225	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61537250	55.24	55.24	6
24-Oct-12	4600211765	NEWVENUE/SC DEPT. OF EMPLOYMENT & WORKFORCE	61537693	330.42	330.42	6
					2,154,122.94	
				—	477,418.10	
					1,676,705.84	

EXHIBIT

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Custom
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CUSTOMER ID: COMPU064
OPERATOR ID: RUSSS149

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COMPUCOM SYSTEMS, INC.

EDI Payment Detail Report
As of 11/06/2012

Treasury Information Reporting

Originator:

Company Name: CIGNA
Company ID: 9102694081
Effective Date: 11/06/2012
Discretionary Data: CPAYACH
Entry Class Description: CPAYACH
Incoming Tran Type: CCD
ODFI #: 021000021

Receiver:

Individual Name: COMPUCOM
Individual ID #: 000000086121248
Addenda Items: 0
Entry Detail Amt CR: 262,258.24
RDFI #: 121000248

Payment Detail:

Payment Instruction: BPS
Method: ADC
Trace: 021000021007385
Foreign Trace:
Reference: TN 021000021007385
Amt: 262,258.24
Settlement Date: 11/06/2012
Effective Date: 11/06/2012
Tran Type Code: ADC
Date: 11/06/2012 Date/Time Code: Time: Date Qualifier: 007
Remittance/Invoice Type: ZZ Invoice #: NO VALUE
Net Amt:
Reason Code:
Invoice Amt: Discount Amt:
Amt Due: Amt Taken:
Amount Adjusted:

Originator:

Company Name: EXPEDIA, INC.
Company ID: 8510387511
Effective Date: 11/06/2012
Discretionary Data:
Entry Class Description: CORP PMT
Incoming Tran Type: CTX
ODFI #: 111000025

Receiver:

Individual Name: COMPUCOM SYSTEMS
Individual ID #: DISB0000109843
Addenda Items: 9
Entry Detail Amt CR: 254,897.88
RDFI #: 121000248

Payment Detail:

Payment Instruction: BPR
Method: ACH
Trace: 111000028790689
Foreign Trace:
Reference: TN
Description: CO RP PMT
Reference: PH 1
Reference: CA 00
Reference: TN 111000028790689
Description: AC H ASSIGNED TRACE NUMBER
Amt: 254,897.88
Settlement Date:
Effective Date: 11/06/2012
Tran Type Code: C
Remittance/Invoice Type: ZZ Invoice #: 16055738
Net Amt: Invoice Amt:
Discount Amt:
Pymt Code:

Originator:

Company Name: NEW VENUE TECHNO
Company ID: T941687665
Effective Date: 11/06/2012
Discretionary Data: ONLNE TRNSFR66871070
Entry Class Description: SENDER
Incoming Tran Type: CTX
ODFI #: 113000023

Receiver:

Individual Name: COMPUCOM SYSTEMS
Individual ID #: 152951086
Addenda Items: 0
Entry Detail Amt CR: 246,552.11
RDFI #: 121000248

Payment Detail:

Payment Instruction: BPS
Method: ADC
Trace: 113000028422432
Foreign Trace:
Reference: TN 113000028422432
Reference: AN 152951086
Reference: TN 113000028422432
Description: AC H ASSIGNED TRACE NUMBER
Amt: 246,552.11
Settlement Date: 11/06/2012
Effective Date: 11/06/2012
Tran Type Code: ADC
Date: 11/06/2012 Date/Time Code: Time: Date Qualifier: 007

Note: Intraday information subject to change

Soyars, April (as150421) 11/6/12 - $246,552.11

From:	Brown, Ronnie (ronbrown)
Sent:	Tuesday, November 06, 2012 7:19 AM
To:	TM-099-AR OPS Team
Subject:	FW: $246,552.11 NewVenue 11/05/2012 Summary of Payments
Attachments:	NVTI_Summary_11052012.xls
Importance:	High

From: Terris Riley [mailto:triley@newvenuetech.com]
Sent: Monday, November 05, 2012 6:15 PM
To: Brown, Ronnie (ronbrown)
Cc: Allen, Liese (lallen); Jacque' Riley
Subject: 11/05/2012 Summary of Payments
Importance: High

Hi Ronnie,

Please see the attached summary of payments totaling $246,552.11. You should receive the wire confirmation from Bank of America shortly. **If you do not, please let me know immediately.** Thank you, again, Ronnie and as I mentioned during our conversation, we will be sending multiple payments this week and in the weeks to come as we continue to tackle and rectify severely aged invoices. Please know that this is our first priority. If you don't mind, please send me updated aging reports as the payments are posting so that we can make sure we're on the same page as CompuCom!

Thanks again.

Terris. S. Riley
NewVenue Technologies, Inc.
www.newvenuetech.com

Ph 803.667.9650

CONFIDENTIAL & PRIVILEGED

Please consider the environment before printing this e-mail.

NewVenue Technologies, Inc.
Summary of Invoice Payments

Payment Date:	11/5/2012
Payment Amount:	$246,555.11
Wire Transfer Fee:	$3.00
Final Payment Amt:	**$246,552.11**
Payment Type:	Wire Transfer

Date	PO#	Customer	CompuCom Inv#	Gross Inv Amt	Vendor Pymt	Admin Fee
16-Aug-12	30766	NEWVENUE TECHNOLOGIES/ANDERSON COUNTY	61450798	200,113.40	$195,110.57	$5,002.84
16-Aug-12	P0033776	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61451670	1,679.49	$1,637.50	$41.99
17-Aug-12	32272	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61452882	930.42	$907.16	$23.26
17-Aug-12	32275	NEWVENUE TECH/LAURENS SCHOOL DIST 55	61452911	273.66	$266.82	$6.84
17-Aug-12	P0010896	NEWVENUE TECHNOLOGIES/COLLEGE OF CHARLESTON	61452865	958.57	$934.61	$23.96
17-Aug-12	P041077	NEWVENUE/BERKELEY COUNTY GOVERNMENT	61452771	1,555.10	$1,516.22	$38.88
17-Aug-12	P041078	NEWVENUE/BERKELEY COUNTY GOVERNMENT	61452772	311.02	$303.24	$7.78
17-Aug-12	P041079	NEWVENUE/BERKELEY COUNTY GOVERNMENT	61452773	5,909.38	$5,761.65	$147.73
17-Aug-12	P0034800	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61452530	55.24	$53.86	$1.38
17-Aug-12	P0034801	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61452531	55.24	$53.86	$1.38
17-Aug-12	P0034804	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61452532	45.43	$44.29	$1.14
17-Aug-12	P0034805	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61452533	45.43	$44.29	$1.14
17-Aug-12	P0034814	NEWVENUE/COASTAL CAROLINA UNIVERSITY	61452790	55.24	$53.86	$1.38
17-Aug-12	P1301386	NEWVENUE/COUNTY OF LEXINGTON, IS DEPT.	61452576	122.10	$119.05	$3.05
17-Aug-12	P1301982	NEWVENUE/LEXINGTON SCHOOL DISTRICT 1	61452534	109.46	$106.72	$2.74
17-Aug-12	170623	NEWVENUE/ROCK HILL SCHOOL DISTRICT 3	61452946	1,278.75	$1,246.78	$31.97
17-Aug-12	4600193437	NEWVENUE/SC DEPT. OF EMPLOYMENT & WORKFORCE	61452628	330.41	$322.15	$8.26
21-Aug-12	1000094953	NEWVENUE TECHNOLOGIES/HORRY COUNTY SCHOOLS	61456162	5,524.20	$5,386.10	$138.11
21-Aug-12	119506	NEWVENUE/MARION SCHOOL DIST. 1	61455979	1,636.80	$1,595.88	$40.92
21-Aug-12	170669	NEWVENUE/ROCK HILL SCHOOL DISTRICT 3	61456674	3,836.25	$3,740.34	$95.91
22-Aug-12	85438	NEWVENUE/ANDERSON SCHOOL DISTRICT 5	61458193	2,833.04	$2,762.21	$70.83
23-Aug-12	119437	NEWVENUE/MARION SCHOOL DIST. 1	61459571	3,324.75	$3,241.63	$83.12
23-Aug-12	4600192842	NEWVENUE/S. CAROLINA DEPT OF SOCIAL SVCS	61460194	11,145.00	$10,866.38	$278.63
23-Aug-12	4600188220	NEWVENUE/SC DEPT OF HEALTH & ENV CONTROL	61459625	1,299.41	$1,266.92	$32.49
24-Aug-12	51044-L	NEWVENUE/UNIV TECHNOLOGY SERV. UNIV OF S. CAROLI	61461216	1,158.30	$1,129.34	$28.96
27-Aug-12	468	NEWVENUE/MARION SCHOOL DIST. 1	61462748	2,301.75	$2,244.21	$57.54
27-Aug-12	107706	NEWVENUE/MEDICAL UNIV OF SOUTH CAROLINA	61463025	5,989.20	$5,839.47	$149.73
		Subtotals		**252,877.04**	**$246,555.11**	**$6,321.93**

EXHIBIT N

Inoivce(s) Issued, Paid for, but never forwarded to CC or SHI (per their information)

PO #	PO Date	Pmt Date	Pmt Amount	
4600114343	08/15/11	08/24/11	$ 262.35	Dept of Education
4600119521	09/09/11	10/19/11	$ 3,947.62	DOI
4600153092	02/28/12	03/23/12	$ 1,214.40	DHEC
4600159642	03/28/12	04/11/12	$ 626.85	DMH - Orangeburg Area Mental Health
4600188237	07/30/12	08/27/12	$ 1,083.55	DEW
4600187120	07/26/12	08/17/12	$ 5,014.32	DEW
4600209581	10/15/12	01/17/13	$ 6,864.00	Amount over paid to NVTI. Was it refunded to the state. DHHS
4600214794	11/06/12	02/01/13	$ 7,900.32	DHEC - Paid to NVTI for OfficePro. Not on CompuCom's list of invoices.
4600217728	11/27/12	02/07/13	$ 8,995.80	DHEC - Paid to NVTI for OfficePro. Not on CompuCom's list of invoices.
4600274292	07/31/13	08/12/13	$ 12,536.70	DSIT - True Up for Microsoft Exchange Server.
4600186247	07/25/12	08/13/12	$ 75.00	DMH - Catawba Mental Health Center
4600207975	10/08/12	10/23/12	$ 626.39	Governor's Office - MS Office Prof Plus & Acrobat Pro 10
4600225953	01/09/13	03/11/13	$ 375.38	SLED
4600233370	02/11/13	03/15/13	$ 6,942.60	SCDC - Palmetto Unified School District - Not on SHI or CompuCom's list of invoices.
4600257934	06/03/13	06/17/13	$ 164.18	Archives & History
4600260517	06/17/13	07/09/13	$ 29,213.00	Forestry Commission
4600253036	05/13/13	05/31/13	$ 282.47	Voc Rehab
4600220097	12/05/12	01/11/13	$ 2,083.92	DHHS
TOTAL			**$ 88,208.85**	

EXHIBIT
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PO #	PO Date	Pmt Date	Pmt Amount	
4600111187	09/22/11	09/27/11	$ 111.29	SLED - Sales tax overpaid by $109.73
4600152205	12/28/11	02/29/12	$ 50,536.04	Sales Tax paid to NVTI. Confirmed with DSS Procurement Director that this PO was for all downloaded software. No physical items received.
4600167421	05/02/12	05/15/12	$ 846.55	Tax amount paid to NVTI. Downloads have no sales & use tax. Was it refunded to the state. SCDC Resource Information Mgmt
4600169116	05/11/12	06/15/12	$ 191.80	Tax amount paid to NVTI. Downloads have no sales & use tax. Was it refunded to the state. SCDC Resource Information Mgmt
4600174567	06/06/12	06/26/12	$ 213.11	Tax amount paid to NVTI. Downloads have no sales & use tax. Was it refunded to the state. SCDC Resource Information Mgmt
4600238157	03/05/13	03/27/13	$ 23.04	BOFI Bank Examining Division - Taxes paid to NVTI. Downloads don't have sales tax.
			$ 51,921.83	

EXHIBIT P

NIKKI HALEY, CHAIRMAN
GOVERNOR

CURTIS M. LOFTIS, JR.
STATE TREASURER

RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL

SC BUDGET AND CONTROL BOARD

HUGH K. LEATHERMAN, SR.
CHAIRMAN, SENATE FINANCE COMMITTEE

W. BRIAN WHITE
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

MARCIA S. ADAMS
EXECUTIVE DIRECTOR

THE DIVISION OF PROCUREMENT SERVICES
DELBERT H. SINGLETON, JR.
DIVISION DIRECTOR
(803) 734-2320

R. VOIGHT SHEALY
MATERIALS MANAGEMENT OFFICE
(803) 737-0600
FAX (803) 737-0639

September 30, 2013

Ms. Terris S. Riley
Chief Executive Officer and President
New Venue Technologies, Inc.
Post Office Box 292142
Columbia, SC 29229

RE: Contract No. 4400003161
Software Acquisition Manager (SAM)

Dear Ms. Riley:

This letter is notice to New Venue Technologies, Inc., of default in its performance of Contract No. 4400003161. The contract documents require, among other things, that New Venue make payments on behalf of the State to software vendors. Those invoices are to be paid within three business days after New Venue has received payment from the State.

CompuCom Systems, Inc., is the authorized reseller for Microsoft products with whom the State has a state term contract. In January 2013, CompuCom notified the State that New Venue was seriously delinquent in payments for Microsoft products. Norma Hall wrote New Venue, demanding it show cause why the contract should not be terminated. Based on New Venue's representations that payments would be brought current, the State withdrew its demand.

On September 16, 2013, CompuCom advised the State that New Venue owes it $1.3 million dollars on account of software ordered by the Software Acquisition Manager through the state term contract. Nearly all this amount is over forty-five days past due.

The contract documents (Solicitation, page 34) provide:

> (a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:
>
> (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension....
>
> ***
>
> (h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

New Venue has failed to perform the services required under the contract within the time specified, an event of default defined in section (a)(1)(i). No cure period is available for defaults under this section. New Venue must act immediately to bring its account with CompuCom current. The State may, without additional notice to you, terminate the contract and pursue all its remedies available under law.

The State is ascertaining the status of New Venue's accounts with the following software vendors:

Advantec Global Systems (Citrix)
En Pointe Technologies Sales, Inc. (Corel)
IBM Public Sector Solutions/WSCA (IBM Middleware)
SHI International Corp. (Microsoft EES)
Mythics, Inc. (Oracle)
CDW Government LLC (Symantec)

Failure to make timely payments to these vendors will constitute additional events of default under the contract.

The State has submitted to the Chief Procurement Officer its request for resolution of a contract controversy, pursuant to S.C. Code Ann. § 11-35-4230 (2011). A copy of the request is enclosed.

Any assistance given to you on this contract or any acceptance by the State of delinquent or non-conforming performance will be solely for the purpose of mitigating the State's damages. The State neither condones your failure to fully perform nor waives any rights it has under the contract, including its right to assert other breaches or defaults.

Sincerely,

Debbie Lemmon

Debbie Lemmon
Procurement Manager

cc: Norma Hall
Mike Spicer
Delbert Singleton