

EXHIBIT “2”

ADDENDUM

James D. Silver, as Receiver for the Receiver Entities (the "Receiver"), Edward Golodetz, EMG Associates, Inc. and Gateway I, LLC, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to modify and amend the Settlement Agreement dated December 5, 2006 in accordance with the terms and conditions of this Addendum, as set forth below. Defined terms under the Settlement Agreement shall have the same meaning in this Addendum as the meaning set forth in the Settlement Agreement.

WHEREAS, the Golodetz Related Parties acknowledge that they are currently in default under the Settlement Agreement dated December 5, 2006 between the Receiver and the Golodetz Related Parties (the "Settlement Agreement").

WHEREAS, the Golodetz Related Parties have defaulted under various provisions of the Settlement Agreement relating to the Property (the "Property Related Defaults"), including, without limitation, failing to have paid off the mortgage on the Property, and thus, the Property was not free and clear of mortgages and other liens on or before December 26, 2006, as required under the Settlement Agreement.

WHEREAS, the Golodetz Related Parties have waived the notice and any other requirements relating to the Property related defaults and agree that the Receiver is entitled to obtain a Judgment and exercise all remedies provided for under the Settlement Agreement and/or applicable law on the basis of such Property related defaults except to the extent of the limited waiver set forth below.

WHEREAS, the Golodetz Related Parties have waived their right to contest or otherwise oppose entry of the Judgment on the basis of the Property Related Defaults or to have such Judgment avoided, vacated, overturned, reconsidered, nullified, or set aside except that the foregoing waiver is subject to the limited waiver set forth below.

WHEREAS, the Receiver and the Golodetz Related Parties desire to enter into this addendum to provide the Golodetz Related Parties an opportunity to avoid the consequences of the Property Related Defaults and to enable the Receiver to receive payment of the Settlement Amount sooner than would have otherwise been the case, subject to terms, conditions, representations, and warranties set forth below.

WHEREAS, the Receiver, by signing this Addendum is not waving any rights, remedies, or claims available to him under the Settlement Agreement and applicable law, except to the extent of the limited waiver set forth below

1. Subject to strict and timely compliance with the terms and conditions of this Addendum by the Golodetz Related Parties and Deborah Golodetz, and to the accuracy of the representations and the fulfillment of the warranty set forth below, the Receiver agrees to not seek entry of the Judgment against the Golodetz Related Parties for not complying with paragraphs four (4), five (5), seven (7), or paragraph nine (9) of the Settlement Agreement, under the following conditions: (i) that the Golodetz Related Parties pay the Receiver five hundred thousand dollars (\$500,000.00) in cleared funds within thirty (30) days of court approval of this Settlement Agreement and Addendum (ii) the Golodetz Related Parties pay the Receiver three hundred thousand dollars (\$300,000.00) in cleared funds within thirty (30) days of court approval of this Settlement Agreement and Addendum for the purchase of the Merchant Placements (iii) the Golodetz Related Parties pay the Receiver four hundred thousand dollars (\$400,000.00) in cleared funds for the purchase of the Inventoried Terminals, (iv) the Golodetz Related Parties shall pay the Receiver \$75,000 in cleared funds within (30) days of court approval of the Settlement Agreement and Addendum; then pay the Receiver \$25,000 in cleared funds within ninety (90) days of approval of the Settlement Agreement; thereby satisfying the 10 interest requirement of the Settlement Agreement subject to the accuracy of the representations in the Settlement Agreement, as Amended and the sworn financial statements to be provided; (v) contemporaneous with the execution of this Addendum, Edward Golodetz and his wife, Deborah Golodetz shall execute and deliver to the Receiver a valid and enforceable mortgage on the Property in form and content satisfactory to the Receiver securing five hundred thousand dollars (\$500,000) of the financial obligations set forth in (i) through (iv) of paragraph one (1) of the Addendum. The Golodetz Related Parties, shall pay all documentary stamp and/or other taxes, costs, fees, and expenses in connection with such mortgage and the recording of same.

2. The Golodetz Related Parties and Deborah Golodetz shall not cause or permit any conveyance, assessment, pledge, lien, transfer, mortgage or hypothecation of the Property or any portion thereof, and represent that no mortgages, liens, assessments, or encumbrances exist on the Property except the current mortgage to the bank and the mortgage to the Receiver. The Golodetz Related Parties and Deborah Golodetz represent that the Property is currently owned by Edward Golodetz and his wife, Deborah Golodetz and further represent that the pay off amount on the mortgage encumbering the property is \$363,457.15, as of January 8, 2007. Edward Golodetz and Deborah Golodetz represent and warrant that the Property is free and clear of all liens, claims, mortgages, assessments and is owned by Edward and Deborah Golodetz, and no other person or entity holds any interest in the Property.

3. The Golodetz Related Parties shall not permit any transfer, pledge, hypothecation, or mortgage of any property, assets, or things of value of EMG or Gateway I, except to the extent necessary to meet the requirements of this agreement, and to operate in the usual and customary manner in the ordinary course of business, until the Golodetz Related Parties have paid the Receiver \$1.3 million in cleared funds pursuant to the Settlement Agreement, as amended by this

Addendum. Without limiting the foregoing, and independent thereof, the Golodetz Related Parties shall transfer all of the proceeds of the sale of the EMG placements as and when such proceeds are received until the \$1,275,000.00 due within thirty days of the court's approval of the Settlement Agreement has been paid to the Receiver in cleared funds. Such proceeds shall be applied in reduction of the Golodetz Related Parties' monetary obligations under the Settlement Agreement as amended herein.

4. The Golodetz Related Parties acknowledge and agree that they are currently in default under the Settlement Agreement as a result of the Property related defaults. Provided that the Golodetz Related Parties and Deborah Golodetz fully and timely perform all obligations set forth in this Addendum, and provided further that the representations and warranties set forth herein are truthful, accurate and timely fulfilled, the Receiver agrees not to seek entry of the Judgment on the basis of such Property Related Defaults. In the event that the Golodetz Related Parties do not timely perform all obligations set forth in this Addendum or in the event that the representations and warranties set forth herein are not truthful, accurate, and timely fulfilled, the Receiver shall be entitled to immediately, without the necessity of the required ten (10) day notice or any other notice, obtain the Judgment on the basis of such Property Related Defaults and the Golodetz Related Parties and Deborah Golodetz waive any right that they may have had to contest or oppose the Receiver in obtaining the Judgment on such basis. Notwithstanding the foregoing, the Receiver shall provide the Golodetz Related Parties copies of the Receiver's papers requesting entry of the Judgment on or before the same day that such papers are filed with the Court.

5. Nothing herein shall impair or diminish the Receiver's rights to obtain the Judgment and to exercise any other rights or remedies provided for in the Settlement Agreement for grounds other than the Property related defaults. For purposes of this Addendum, Property related defaults does not include any defaults, failure(s) to perform, or failure to make accurate and truthful representations and/or to timely fulfill warranties under this Addendum whether related to the Property or not.

6. Edward Golodetz and Deborah Golodetz shall provide the sworn personal financial statements called for by the Settlement Agreement on or before January 23, 2007. The Golodetz Related Parties will provide a sworn financial statement for EMG and Gateway I by January 31, 2007.

7. Except to the extent specifically modified herein, the terms of the Settlement Agreement remain in full force and effect.

8. ***THE TRANSFER BY THE RECEIVER OF THE INVENTORIED TERMINALS AND MERCHANT PLACEMENTS SHALL BE ON A***

WHERE IS, AS IS BASIS, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, AND ALL IMPLIED, EXPRESS, AND ANY OTHER WARRANTIES OF ANY KIND WHATSOEVER ARE HEREBY DISCLAIMED.

9. All of the personal property located at the condo/townhouse located on the Property shall remain solely and exclusively the property of the Receiver and Edward and Deborah Golodetz shall turn over such personal property to the Receiver upon request by the Receiver.

10. The Golodetz Related Parties shall provide the Receiver with a non-refundable deposit in the amount of \$7,500.00 upon the execution of this Addendum. Such deposit shall be non-refundable and shall be applied in reduction of the Golodetz Related Parties' monetary obligations under the Settlement Agreement as amended herein.

11. Deborah Golodetz and the Golodetz Related Parties shall execute this Addendum on or before January 19, 2007.

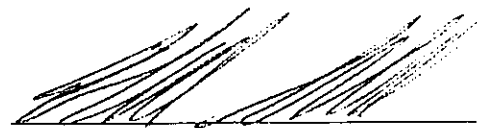
12. The Golodetz Related Parties represent and warrant that the combined gross asset value of the Assets prior to any sales or transfers as may be authorized under the Settlement Agreement, as amended by this Addendum is no more than \$1 million.

13. The term Settlement Agreement shall be deemed to include the Settlement Agreement, as amended by this Addendum. All representations, warranties, terms, and obligations of this Addendum are therefore also part of the Settlement Agreement.

IN WITNESS WHEREOF, this instrument has been executed by Edward Golodetz on this 18 day of JANUARY, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

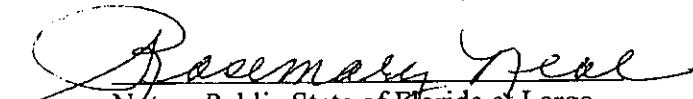
EDWARD GOLODETZ
Print Name _____


Name: Edward Golodetz

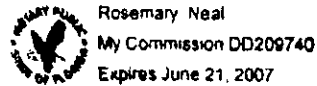
Print Name _____

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 18 day of JANUARY, 2007, by Edward Golodetz


Notary Public State of Florida at Large

Rosemary Neal
Print, Type or Stamp Name of Notary Public

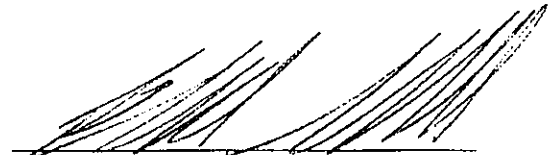


Personally Known _____ or Produced Identification Type of Identification
Produced FDX 6 433-233-33-219-0

IN WITNESS WHEREOF, this instrument has been executed by Edward Golodetz of EMG Associates, Inc. on this 18 day of JANUARY, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

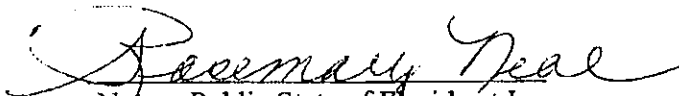
EDWARD GOLODETZ
Print Name _____


Name: EMG Associates, Inc.


Print Name _____

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 16 day of JANUARY, 2007, by Edward Golodetz of EMG Associates, Inc. Who acknowledged that he had full authority to do so on behalf of EMG Associates, Inc.


Notary Public State of Florida at Large

Rosemary Neal
Print, Type or Stamp Name of Notary Public

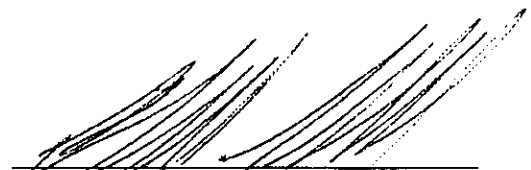
 Rosemary Neal
My Commission DD209740
Expires June 21, 2007

Personally Known _____ or Produced Identification Type of Identification
Produced G 733-233-33-219-d

IN WITNESS WHEREOF, this instrument has been executed by Edward Golodetz of Gateway I, LLC on this 18 day of JANUARY, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

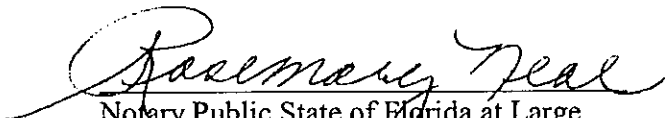
EDWARD GOLODETZ
Print Name _____


Name: Gateway I, LLC

Print Name _____

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 18 day of JANUARY, 2007, by Edward Golodetz of Gateway I, LLC who acknowledged that he had full authority to do so on behalf of Gateway I, LLC.


Notary Public State of Florida at Large

Rosemary Neal
Print, Type or Stamp Name of Notary Public

Personally Known _____ or Produced Identification ✓ Type of Identification
Produced 6433-233-33-219-0

IN WITNESS WHEREOF, this instrument has been executed by Deborah Golodetz on this 18 day of JANUARY, 2007.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Deborah Golodetz

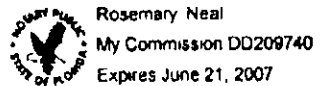
Print Name: DEBORAH Golodetz

Name: Deborah Golodetz

Print Name: _____

STATE OF FLORIDA)
 Seminole) ss:
COUNTY OF ~~MIAMI DADE~~)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 18
day of JANUARY, 2007, by Debora Golodetz.



Rosemary Neal
Notary Public State of Florida *at Large*

Rosemary Neal
Print, Type or Stamp Name of Notary Public

Personally Known _____ or Produced Identification Type of Identification Produced
6433-177-52-721-0