



One Source Leasing Co., LP

Lease No. _____

Date of Lease _____

ONE SOURCE LEASING CO., L.P.
MASTER LEASE
(ATM)

Form with fields: Full Legal Name of Lessee, Address (No. & Street, City, State, Zip), Lessee Telephone Number, Vendor Name. Includes checkboxes for Corporation, Proprietorship, Partnership.

This is a Lease between One Source Leasing Co., L.P. and the Lessee shown at left. This is a legally binding contract. If the terms are not fully understood, legal advice should be sought.

1. Terms and Definitions

- Definitions for Lessor, Lessee, Equipment, Item of Equipment, Commencement Date, Termination Date, Lease Term, Rent, Fees, Rent Commencement Date, Security Deposit, Processor, ATM Income, ATM Cash, ATM Transaction Settlement Amounts, Event of Default, Collateral, Lease of Equipment, No Warranties by Lessor, Claims Against Vendor.

I have read and agree to the terms that appear on both sides of each page of this Lease and understand its terms. The Equipment is leased for business purposes, and this Lease is not a consumer contract. I understand that Lessor is a "finance lessor," as that term is defined in UCC Article 2A, and is not a manufacturer, distributor, agent, or reseller.

AGENCY DISCLAIMER—NEITHER SUPPLIER NOR ANY SALESPERSON IS AN AGENT OF LESSOR NOR ARE THEY AUTHORIZED TO WAIVE OR ALTER THE TERMS OF THIS LEASE. THEIR REPRESENTATIONS WILL IN NO WAY AFFECT LESSEE OR LESSOR'S RIGHTS AND OBLIGATIONS AS SET FORTH HEREIN.

LESSEE: Authorized Signature: _____ LESSOR: Authorized Signature: _____
Print Name: _____ Name: _____
Title: _____ Date: _____ Date: _____

Bank Name: _____
Routing # _____ Acct. # _____
You are authorized to automatically debit my bank checking account for all moneys due under this Lease.

5. **Vendor Not an Agent.** Lessee understands and agrees that neither Vendor, nor any employee or other agent of Vendor, is an agent of Lessor. No employee or agent of Vendor is authorized to waive or alter any term or condition of this Lease, and no representation as to any Item of Equipment or any other matter by Vendor will in any way affect Lessee's duty to pay the Rent and perform its other obligations as set forth in this Lease.
6. **Ordering Equipment.** Lessor will order each Item of Equipment from the Vendor or the manufacturer upon the terms and conditions agreed to by Lessee. Lessee authorizes Lessor to insert in the Equipment Schedule the serial numbers and other identification data of the Item Equipment when they are determined by Lessor.
7. **Acceptance.** On Lessor's request, Lessee will give Lessor a written statement (i) acknowledging receipt of the Equipment in good condition and repair, and (ii) accepting it as satisfactory in all respects for the purposes of this Lease. The date of receipt and acceptance of the Equipment by Lessee will be the "Delivery Date". Whether or not Lessee has given Lessor a written statement as described above, Lessee will be deemed to have acknowledged receipt and acceptance of the Equipment unless Lessee has notified Lessor in writing within five days of delivery of the Equipment that Lessee does not accept the Equipment. Lessor is authorized to enter the Delivery Date, Rent Commencement Date and Termination Date on the applicable Equipment Schedule.
8. **Rent and other Fees.** For each Item of Equipment, beginning on the Rent Commencement Date and continuing on the 1st day of each successive month during the Lease Term, Lessee will pay Lessor Rent. Except as otherwise indicated on the Equipment Schedule for first and last month Rent and for other Fees that will be due and payable on delivery of the Equipment Schedule to Lessor, Rent and Fees (and any other amounts due to Lessor hereunder) will be paid through the Processor's withholding from and offsetting against the ATM Income and/or the ATM Transaction Settlement Amount. Lessee agrees that each month the Processor may and will withhold from and offset against the ATM Income or if necessary, the ATM Transaction Settlement Amount, an amount equal to the aggregate amount of Rent, Fees and other amounts owed to Lessor hereunder. In the event that ATM Income and the ATM Transaction Settlement Amount is not sufficient to cover all Rent, Fees and other amounts due to Lessor hereunder, Lessor may debit such amount (through an ACH debit) from Lessee's checking or savings account that is designated below. Lessee must give Lessor written notice if Lessee changes the account. If Lessee's account does not have sufficient funds, Lessee will, within five days from Lessor's demand, pay the amount to Lessor at Lessor's mailing address. If Lessee fails to pay any rental due under this Lease or any other amount required to be paid by Lessee to Lessor within ten days after the due date, Lessee will (in addition to all other amounts due Lessor) pay Lessor a late fee of \$20.00.
9. **Rent Adjustment.** Lessee acknowledges that the Rent and other calculations set forth on an Equipment Schedule are estimates. Lessee agrees that if the actual cost to Lessor of purchasing the Equipment, including transportation, installation, taxes, and other expenses (including reasonable legal fees associated with the preparation of documents necessary to consummate this transaction), differs from the total equipment cost shown in the Equipment Schedule, then the Rent and other calculations set forth on the Equipment Schedule will be adjusted proportionately as appropriate, and the Lessor will prepare and deliver to Lessee an amended Equipment Schedule setting forth the same. Lessee agrees to execute any such Amended Equipment Schedule tendered by Lessor that reasonably sets forth the respective changes. If the Lessor's actual cost of purchasing the Equipment, or any part of that cost, differs from the total equipment cost initially shown on Equipment Schedule by more than ten percent, Lessor or Lessee, at its option, may terminate this Lease. The option to terminate will be exercised by giving written notice to the other party within ten days of the date of notice of the final purchase price by Vendor.
10. **Term.** The term of the Lease will begin on the date set forth above and will continue in effect thereafter so long as any Equipment Schedule entered into pursuant to this Lease remains in effect. The initial lease term for each Item of Equipment will begin on the Commencement Date and continue until the Termination Date (the "Lease Term"). Thereafter, the Lease Term for such Item of Equipment shall be automatically extended for additional one year renewal terms until terminated. This Lease may be terminated with respect to any Item of Equipment by either party giving the other written notice three (3) months prior to the expiration of the initial Lease Term or any renewal term. Any such termination shall be effective only with respect to the applicable Item of Equipment and will be effective on the last day of the initial Lease Term or the last day of any successive renewal term. Lessee's notice of termination shall be mailed to Lessor's corporate offices listed on the first page of this Lease. The termination of this Lease with respect to certain Items of Equipment will not affect the continuation of this Lease with respect to other Items of Equipment not subject to the termination.
11. **Early Termination.** If Lessor agrees to terminate this Lease prior to the expiration of the Term with respect to an Item of Equipment, Lessee will, in addition to all other charges specified in this Lease, pay Lessor (i) the amount that will cause Lessor to realize the same rate of return up to the date of the early termination that the Lessor would have realized had the Lease of the Item of Equipment been in effect for the entire Lease Term; plus (ii) an early termination fee as set forth in the applicable Equipment Schedule.
12. **Security Deposit.** If a Security Deposit amount is specified in the applicable Equipment Schedule for an Item of Equipment, Lessee agrees to pay the amount to Lessor prior to the Commencement Date. If Lessee has fulfilled all terms and conditions of this Lease, the Security Deposit will be returned to Lessee without interest, or it may be applied to any purchase option exercised by Lessee at the expiration of this Lease.
13. **Location/Inspection/Marking.** Each Item of Equipment is located at and will not be removed from the "Equipment Location" shown on the Equipment Schedule unless Lessee has notified Lessor in writing of a change of location for the Item of Equipment and Lessor has consented in writing to the change of location. Lessor may inspect the Equipment at any time. Lessee will make the Equipment available for inspection by Lessor; and Lessee will make Lessee's logs and maintenance and other records pertaining to the Equipment available for inspection and duplication by Lessor. If Lessor supplies Lessee with labels stating that the Equipment is owned by Lessor, Lessee will affix the labels to the Equipment in the place on the Equipment specified by Lessor.
14. **Repair and Alteration.** Lessee will pay all costs and expenses of whatever nature resulting from the use and operation of each Item of Equipment. Lessee, at its own expense, will keep and maintain the Equipment in good condition and working order and will not materially alter the Equipment without Lessor's prior written consent. Lessee shall, at its own expense, enter into and maintain in force for each Lease Term a contract with a third party acceptable to Lessor (the "Maintenance Provider"), pursuant to which maintenance service shall be furnished. The Lessee may not, without the prior written consent of the Lessor, change the Maintenance Provider. Lessee must ensure that each Item of Equipment remains on-line with the Processor (i.e. capable of performing transactions) and that the ATM Cash is replenished in each Item of Equipment on a regular basis. If the Processor notifies the Lessor that any Item of Equipment fails to perform any transactions for five or more days, the Lessor shall notify Lessee. For each notification by Lessor to Lessee that an Item of Equipment has failed to perform transactions, the Lessor shall charge Lessee a fee of \$20.00, which shall be payable on the next date that Rent is due hereunder. In the event the Equipment necessitate repair(s), title to all additions, substitutions, and/or replacements to the Equipment will remain in Lessor notwithstanding the fact that the replacement(s), repair(s), or substitution(s) of parts or equipment will be at the cost and expense of Lessee. ***Lessor will not be liable for any loss of profits or other consequential damages or any inconvenience resulting from theft, destruction, "downtime," or disrepair of the Equipment or the time required to recover, service or repair the same. Lessee further agrees to indemnify Lessor against any and all claims, demands, losses, expenses, or cause of action, including legal expenses, court costs, and attorney fees arising from the use, maintenance, repair, and operation of the Equipment.***
15. **ATM Cash.** If any person other than Lessee is the owner of the ATM Cash, Lessee must notify Lessor in writing. If Lessee is the owner of the ATM Cash, Lessee may not grant to any third party (other than to Lessor) a security interest or lien on, or any rights to, the ATM Cash.
16. **Use.** Lessee must use the Equipment in a careful and proper manner and agrees not to permit any Equipment to be operated or used in violation of any applicable federal, state, or local statute, law, ordinance, rule, or regulation relating to the possession, use, or maintenance of the Equipment. Lessee agrees that the Equipment will be used in accordance with any applicable vendor's or manufacturer's manuals or instructions, by competent and fully qualified personnel only. Lessee agrees to reimburse Lessor in full for all damage to the property arising from any misuse or negligent act by Lessee, its employees and agents, or the Maintenance Provider. Lessee will indemnify and hold Lessor harmless from all liabilities, fines, forfeitures, or penalties for violations of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.
17. **Insurance.** Unless otherwise indicated on an applicable Equipment Schedule, Lessee will provide, pay for, and maintain the following for each Item of Equipment:
 - insurance against the loss, theft of, or damage to the Equipment, for its full replacement value; and
 - public liability and property damage insurance in an amount not less than One Million Dollars (\$1,000,000).

All insurance must be in the form and with companies satisfactory to Lessor and will contain the insurer's agreement to give thirty days' written notice to Lessor before cancellation or material change of any policy of insurance. On Lessor's request, Lessee will deliver the policies, copies of the policies, or certificates of insurance to Lessor. Lessor will be an additional named insured, loss payee and certificate holder on all the insurance policies.

Lessee specifically agrees to hold Lessor harmless from and indemnify Lessor against any loss or casualty that for any reason is not covered by any policy of insurance mentioned above and expressly agrees to pay forthwith the amount of any deductible applicable to any such casualty or loss. Lessee further agrees that Lessee's obligation to make payments when due will be unaffected by the fact that Lessee or Lessor has an insurance claim under disability or any other kind of insurance.

If Lessor provides insurance for any Item of Equipment, the cost of the insurance will be added into the Rent and the Equipment Schedule will be amended to reflect the cost of the insurance.

18. **Loss or Damage.** Lessee will bear the entire risk of loss, theft, destruction, or damage (Loss or Damage) of the Equipment from any cause whatsoever. No Loss or Damage will relieve Lessee of the obligation to pay Rent or of any other obligation under this Lease. If Loss or Damage occurs, Lessor at its option may require Lessee to perform any one of the following options:

- to repair and restore the Equipment in good condition;
- to replace the Equipment with like equipment in good condition with clear title in Lessor; or
- to pay to Lessor the total of the following amounts:
 - (a) the total Rent, Fees, and other obligations of Lessee to Lessor hereunder due and owing at the time of the payment; plus
 - (b) the amount estimated by Lessor to be the present value of all Rent and other amounts payable by Lessee for the Equipment from date of the payment to date of expiration of the then current term of the Lease, (calculated at a 10 percent per year simple interest discount), but excepting therefrom any amounts that would not actually be incurred by either party by virtue of the non-existence of the equipment (e.g., personal property tax); plus
 - (c) the fair market value of the Equipment, less a reasonable monthly allowance for depreciation should the initial Lease Term for such Item of Equipment have already run.

After Lessee has complied with the conditions set forth above, Lessee will then be entitled to receive and retain all insurance payments made because of the Loss or Damage of the Equipment. Lessee, Lessee's insurer, or both will then be entitled to Lessor's interest in the Equipment for salvage purposes, in its then condition and location, AS IS, without warranty, express or implied, and Lessor agrees to execute any reasonable documentation necessary to evidence the transfer.

No loss, theft, damage, or destruction of any Item of Equipment will relieve Lessee of the obligation to pay Rent or perform any other obligation under this Lease. In the event of damage to any Item of Equipment, Lessee will immediately place the same in good repair.

19. **Taxes.** Lessee will promptly report, file, pay and indemnify and hold Lessor harmless from all charges, fees and taxes (local, state, and federal) (including without limitation property taxes and sales and use taxes) that may now or hereafter be imposed or levied upon the sale, purchase, ownership, leasing, possession, or use of the Equipment, excluding, however, all taxes on or measured by Lessor's net income. To the extent permitted by law, Lessee shall be agent for the Lessor in the filing and payment of taxes; if such agency is not permitted under law, and Lessee so notifies Lessor thereof in writing, Lessor shall file such tax returns relating to such taxes and Lessor shall remit the amount thereof, and Lessee shall simultaneously reimburse Lessor promptly upon demand for the amount of such taxes.

20. **Lessor's Payment.** If Lessee fails to provide or maintain insurance as provided for hereunder, or to pay any charges and taxes as provided for hereunder, or to discharge any levies, liens, and encumbrances as provided for hereunder, or to discharge any other monetary obligations hereunder, Lessor will have the right, but will not be obligated, to obtain insurance, pay any charges or taxes, or effect discharge of any lien or encumbrance, or make such other monetary disbursement. If Lessor exercises that right, Lessee will repay to Lessor its cost incurred with the next Rent payment. Any amounts not timely reimbursed hereunder will bear interest at the rate of eighteen percent per annum, or if less, the maximum non-usurious rate allowed under law.

21. **Default.** The following will constitute Events of Default:

- Lessee fails to pay all or any part of a Rent payment or any other payment when due and payable and such failure continues for ten consecutive days.
- Lessee fails to perform or breaches any of the other covenants in this Lease and continues to fail to observe or perform the same for a period of ten consecutive days after written notice by Lessor.
- Without Lessor's consent, Lessee removes, sells, transfers, assigns, parts with possession, or sublets any Item of Equipment or the involuntary transfer of Lessee's interest in this Lease or any item of Equipment by operation of law.
- Lessee creates, incurs, or suffers to exist any mortgage, lien, security interest, or other encumbrance or attachment of any kind whatsoever upon or affecting any Item of Equipment, any Collateral or this Lease, or any of Lessee's interests under this Lease.
- Lessee becomes insolvent, makes an assignment for the benefit of creditors, ceases or suspends its business, admits in writing its inability to pay its debts as they mature; or bankruptcy, reorganization, or other proceedings for relief of debtors or benefit of creditors is instituted by or against Lessee.
- If Lessee is a business entity, Lessee winds up, liquidates, dissolves, reorganizes, merges or consolidates with or into, or sells, assigns, leases, or otherwise disposes of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to any person (which term will include individuals or business entities).
- If Lessee is an individual, Lessee dies or is judicially declared incompetent.
- If the Lessee uses a Processor other than Core Data Resources, Inc.
- If any Item of Equipment fails to perform transactions for seven consecutive days.

22. **Remedies.** Upon an Event of Default, Lessor will have the immediate right to exercise any one or more, of the following remedies:

- proceed by appropriate court action or actions either at law or in equity to enforce performance by Lessee of the applicable covenants and terms of this Lease and the applicable Equipment Schedule, to recover from Lessee any and all damages or expenses which Lessor shall have sustained by reason of Lessee's default in such performance or on account of Lessor's enforcement of its remedies thereunder;
- accelerate the balance of the monthly Rentals thereafter accruing under the applicable Equipment Schedule, which, together with all Rent and other amounts then due, shall become immediately due and payable, as liquidated damages and not as a penalty, and Lessor shall have the right to the extent permitted by law: (i) to recover all sums so due thereunder including all costs and expenses incurred in connection with the enforcement of any right or remedy hereunder; (ii) to retake immediate possession of the Equipment without any process of law and for such purpose Lessor may enter peacefully and without force upon premises where the Equipment may be located and may remove the same therefrom without being liable to Lessee therefor; (iii) to sell, lease or otherwise dispose of all or any portion of the Equipment, with the privilege of becoming the purchaser thereof, at public or private sale, for cash or on credit, in which event Lessor shall apply the cash proceeds from any sale or other disposition (less the estimated fair market value of the Equipment at the expiration of the initial Lease Term or any extension thereof, or the present value of the rentals under any lease for a term not to exceed the expiration of the Initial Term or any extension thereof (all such amounts to be called "Proceeds" hereinafter), less all costs and expenses incurred in connection with the recovery, repair, or storage of the Equipment or the transaction itself, against all sums due from Lessee and to the extent and in the manner permitted by law, Lessee shall be liable to Lessor for, and Lessor may recover from Lessee, the amount by which the Proceeds of any such transaction, less the expenses of retaking, storing, repairing, and the transaction itself, incurred by Lessor, is less than all sums due from Lessee under the applicable Equipment Schedule; and (iv) to pursue any other remedy permitted by law or equity. The above remedies, to the extent permitted by law, any one or more of which Lessor need not, in its discretion, exercise, shall be deemed cumulative and may be exercised.

No right or remedy conferred upon or reserved to Lessor is exclusive of any other right or remedy provided by this Lease or by law or equity.

Upon the occurrence of any Event of Default, the Lessor may elect to terminate this Lease. A termination will occur only upon written notice by the Lessor to Lessee and only with respect to the items of Equipment as the Lessor specifically elects to terminate. As to other Items of Equipment that are not included in the notice of termination, this Lease will continue in full force and effect and Lessee will be obligated to perform all acts and pay all Rents and other amounts required under this Lease. As to any items of Equipment for which this Lease is terminated by Lessor, Lessor may recover from Lessee the reasonable rental value of the item for any period of time for which Lessee continues to retain possession of the Item of Equipment.

23. **Ownership.** Title to the Equipment will remain with Lessor (or its successors or assigns) at all times; and Lessee will have no right, title, or interest in the Equipment except as expressly set forth in this Lease. Lessor and Lessee agree, and Lessee hereby represents for the benefit of the Lessor and its assignees that this Lease is intended by the Lessor and the Lessee to be a "True Lease" as the term is commonly used with reference to the applicable Uniform Commercial Code and the Internal Revenue Code of 1954, as amended. Lessee has no interest in the Equipment except as set forth in the Lease, and that interest is a leasehold interest.

24. **Liens and Assignment.** Without the Lessor's prior written consent, Lessee will not assign, sublet, transfer, pledge, hypothecate, or otherwise dispose of this Lease, any Item of Equipment, any Collateral, or any interest in the Lease or Equipment. Lessor may transfer or assign all or any part of Lessor's right, title and interest in, under, or to, any Item of Equipment (in whole or in part) and/or this Lease in any amounts due or to become due pursuant to any of the above, to any third party ("Assignee") for any reason. Upon receipt of written notice from Lessor of such assignment, Lessee shall perform all its obligations with respect to any such item for the benefit of the applicable Assignee, and, if so directed, shall pay all amounts due or to become due hereunder directly to the applicable Assignee or to any other party designated by such Assignee. Lessee shall also execute and deliver to Lessor such documentation as any such Assignee may reasonably require, including but not limited to an acknowledgment of, or consent to, assignment which may require Lessee to make certain representations or reaffirmations as to some of the basic terms and covenants contained in this Lease. Notwithstanding anything contained in this Lease, in the event Lessor assigns ownership of any Item of Equipment and Lessor's

obligations hereunder with respect thereto to an Assignee, Lessee's obligations to any such Assignee shall be as set forth in this Lease Agreement with respect to Lessor after the date of such Assignment, and Lessee shall not look to Lessor to perform any of such Assignee's obligations hereunder which arise after the date thereof.

25. **Return of Equipment.** If Lessee does not exercise any purchase option provided in this Lease at the expiration of the Lease Term or other termination of this Lease, Lessee will pursuant to Lessor's instructions and at Lessee's full expense (including without limitation, expenses of transportation and in-transit insurance), deliver the Equipment to a location designated by Lessor. The Equipment will be delivered by Lessee to Lessor in the same condition as it was when delivered to Lessee, normal wear and tear excepted. Lessor and Lessee agree that, notwithstanding terms contained in this Lease to the contrary, the Lease Term will not expire until the Equipment is returned to Lessor as provided in this Paragraph, but any holdover by Lessee will create a tenancy at will. During any tenancy-at-will, Lessee shall continue to pay Rent at the rates set forth on the applicable Equipment Schedule.
26. **Right of Lessor to Repossess.** If Lessee fails or refuses to return the Equipment to Lessor at the expiration of the Lease Term or at some earlier termination of this Lease, Lessor has the right to take possession of the Equipment without legal process, free of all rights of Lessee in and to the Equipment. By this provision, Lessee expressly authorizes Lessor and Lessor's agent to enter any premises owned or controlled by Lessee, or Lessee's agents and assigns, where the Equipment is located for the purpose of repossessing and removing the Equipment. Lessee specifically waives any right of action Lessee might otherwise have arising out of the entry and repossession and releases Lessor from any claim for trespass or damage caused by reason of the entry, repossession, or removal.
27. **Purchase Option.** For any Item of Equipment, on any Termination Date, so long as Lessee is not in default hereof, Lessee will have an option to purchase the Item of Equipment from Lessor for an amount equal to the fair market value of the Item of Equipment. Lessee may exercise the option to purchase upon 90 days written notice prior to the expiration of the Lease Term, and the purchase will be consummated within 10 days of the end of the Lease Term. If no such notice is delivered to Lessor on or before 90 days prior to any Termination Date, Lessee shall be deemed to have waived the right to purchase the Item of Equipment. On the date of the purchase, Lessee will pay to Lessor the purchase price for the Item of Equipment in cash or immediately available funds and Lessor will transfer the Equipment free and clear of all liens and encumbrances, AS IS, in its then current condition... Fair market value shall mean the value that would be obtained in an arms length transaction between an informed and willing buyer-user (other than a lessee currently in possession or a used equipment dealer) under no compulsion to buy, and an informed and willing seller under no compulsion to sell and, in such determination, costs of removal shall not be deducted from such value. Fair market value shall be determined by the mutual agreement of the Lessor and Lessee in accordance with the preceding sentence. If the Lessor and the Lessee have not agreed upon the fair market value on or before 10 days prior to any Termination Date, the option to purchase such Item of Equipment shall automatically terminate and Lessee shall return such Item of Equipment to Lessor as provided in this Lease.
28. **Notices.** Any requirement of the Uniform Commercial Code of reasonable notice will be met if the notice is given at least five days before the time of sale, disposition, or other event giving rise to the requirement of notice. All notices or communications under this Lease will be in writing, will be delivered or mailed to the parties at the addresses set out for them in this Lease. Any notice so addressed and mailed by registered mail or hand delivered and left with a responsible person will be deemed to have been given when so mailed or delivered. Lessor and Lessee may in writing at any time, and from time to time, change the address to which notice will be delivered or mailed.
29. **POWER OF ATTORNEY, AFFIRMATION OF SECURITY INTEREST.** LESSEE HEREBY IRREVOCABLY APPOINTS AND CONSTITUTES LESSOR AND EACH OF LESSOR'S OFFICERS, EMPLOYEES, OR AGENTS AS LESSEE'S TRUE AND LAWFUL AGENT AND ATTORNEY-IN-FACT FOR THE PURPOSE OF FILING FINANCING STATEMENTS RELATING TO THIS LEASE AND THE EQUIPMENT, INCLUDING AMENDMENTS THERETO, PURSUANT TO THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OR STATES WHERE THE EQUIPMENT IS LOCATED. LESSOR IS HEREBY AUTHORIZED AND EMPOWERED TO SIGN LESSEE'S NAME ON ONE OR MORE OF THE FINANCING STATEMENTS, DOCUMENTS, OR INSTRUMENTS.

In the event this Lease should be construed as a lease intended as security, Lessee affirms that Lessor has a security interest in the Equipment and all Rent payable hereunder, proceeds (including insurance proceeds) of the Equipment, and all amounts arising from the sale or other disposition of the Equipment.
30. **NON-CANCELABLE LEASE, OBLIGATIONS; UNCONDITIONAL WAIVER.** THIS LEASE CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE. LESSEE HEREBY AGREES THAT LESSEE'S OBLIGATION TO PAY ALL RENT AND PERFORM ALL OTHER OBLIGATIONS UNDER THIS LEASE WILL BE ABSOLUTE, IRREVOCABLE, UNCONDITIONAL, AND INDEPENDENT AND WILL BE PAID AND PERFORMED WITHOUT ABATEMENT, DEDUCTION, OR OFFSET OF ANY KIND OR NATURE WHATSOEVER. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise that may require Lessor to sell, lease, or otherwise use any Equipment in mitigation of Lessor's damages as set forth in Paragraph 21. Any action by Lessee against Lessor for any default by Lessor under this Lease will be commenced without one year after any the cause of action accrues.
31. **Financial Statements and Change of Information..** Upon request of Lessor, Lessee will promptly furnish Lessor with Lessee's financial statements and copies of its most recent federal income tax returns.. Lessee will also furnish Lessor with other information as Lessor may reasonably request. Lessee shall promptly notify the Lessor of any change in Lessee's name, address, billing address, telephone numbers, or the bank checking account used for ACH debit. Lessee agrees that Lessor may, without notice to Lessee, share information regarding the Lessee (including credit and financial history) with any financial institution or other funding source who provides funding to Lessor; the Processor, the Vendor; and any assignee or potential assignee or buyer of this Lease or any Item of Equipment hereunder.
32. **Security Interest and Collateral Assignment.** To secure payment of the Rent and all other obligations and amounts owed by Lessee to Lessor hereunder, Lessee grants to Lessor a security interest in, and to, and collaterally assigns to Lessor, all ATM Income, ATM Cash and ATM Transaction Settlement Amounts (the "Collateral"). Lessee agrees that Lessor will send a copy of this Lease to the Processor in order that the Processor may offset Lessee's ATM Income and Transaction Settlement Amounts to pay the Rent and any other amounts due to Lessor hereunder. This lease is a security agreement under the Uniform Commercial Code. Lessor may file a copy of this lease as a financing statement.
33. **No Warranties.** LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION, AND MANUFACTURE SELECTED BY LESSEE; LESSEE IS SATISFIED THAT THE EQUIPMENT IS SUITABLE AND FIT FOR ITS PURPOSES; LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OF THE EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. LESSOR WILL NOT BE LIABLE TO LESSEE AND LESSEE HEREBY WAIVES ANY CLAIM IT MAY HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE (CONSEQUENTIAL OR OTHERWISE) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT LEASED HEREUNDER.
34. **Governing Law and Venue.** Lessee agrees that this Lease will be governed by, and construed in accordance with, the laws of the State of Texas. In any litigation in connection with or to enforce this Lease, Lessee irrevocably consent to and confer personal jurisdiction on the courts of the State of Texas or the United States courts located within the State of Texas. Nothing contained in this Agreement will, however, prevent Lessor from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available by applicable law.
35. **Miscellaneous.**
 - This instrument constitutes the entire agreement between Lessor and Lessee, and it will not be amended, altered, or changed except by a written agreement signed by the parties.
 - Lessee will provide Lessor with any corporate resolutions and other documents, including documents of title and UCC financing statements, as may be required by the Lessor from time to time.
 - Titles to the Paragraphs of this Lease are solely for convenience and are not intended for interpretation or construction of this Lease.
 - Any waiver by Lessor is ineffective unless in writing and will not be deemed a waiver of any other or future obligation.
 - This Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.
 - In the event that any one or more of the provisions of this Lease and/or Equipment Schedule shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Lease and/or any such Equipment Schedule shall be unimpaired, and the invalid, illegal or unenforceable shall be replaced by a valid, legal and enforceable provision, which comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision.