

SPACE LEASE

THIS SPACE LEASE (hereinafter referred to as the "Lease") is entered into by and between ("Lessor") and ATM LLC ("Lessee").

In consideration of the terms, covenants and conditions herein set forth, Lessor hereby leases to Lessee certain Floor Space (the "Premises") located at _____ (the "Building"), to have and to hold the same unto Lessee during the term of this Lease in accordance with the following terms and provisions.

1. Use

Lessee shall use and occupy such Floor Space for the sole purpose of operating therein an automated teller machine ("ATM"). Lessor shall not have any other ATM or ATM Cash Back device located within the same Building as the ATM during the term of this Lease without written consent from Lessee.

2. Installation and Operation of the ATM

Lessee will install an ATM in the location mutually agreed upon as soon as practicable after full execution of this Lease. Lessee will operate and maintain the ATM during the term of the Lease. The expansion of the number of ATMs within the Building may occur with the written consent of both parties.

3. Building Closing or Remodeling

If Lessee is required to permanently or temporarily remove or relocate an ATM because of actions taken by Lessor, including without limit, closing or remodeling a Building in which an ATM is located, Lessor shall reimburse Lessee for the cost, if any, of de-installing the affected ATM. If the de-installation is due to remodeling or similar action by Lessor, Lessee, in its sole discretion, may elect to reinstall the ATM when feasible. In that event, Lessor shall also reimburse Lessee for the costs, if any, of reinstalling the ATM. If Lessor enters into a contract for the sale of all or substantially all of its assets or of its business operation at the Building, any such contract or agreement may provide for the substitution of any such third-party purchaser for all of Lessor's covenants and obligations hereunder.

4. ATM Space

- a) Lessor shall make available to Lessee as much of the space within each Building in which Lessee operates an ATM as is necessary to enable customers to have access to the ATM and for maintenance and servicing of the ATM.
- b) For the term of this Lease, Lessor grants to Lessee and third party servicing agents unrestricted access to the ATM and for related property within the Building during hours of operation or, for purposes of servicing, during such pre-opening and post-closing hours as are mutually agreed. Lessor further grants to Lessee, for its use and the use of its employees, agents and customers, in common with others entitled to use same, a non-exclusive license over the balance of the Building for the sole purpose of ingress and egress to and from the Building.

5. Maintenance and Service

- a) Lessor shall provide and pay ongoing service fees for one (1) telephone line or internet access for the ATM. Lessor shall provide and pay ongoing service fees for one (1) electrical outlet that will be used for the ATM.
- b) Lessor shall maintain the area surrounding the ATM in a safe, neat and orderly condition and shall take due care and caution so as to prevent Lessor's employees, representatives and customers from damaging the ATM.
- c) Lessor shall provide heat and air conditioning for the area in which the ATM is located at a level consistent with and in kind like other portions of the Building.

- d) Lessee shall provide all cash services and first-line maintenance (paper and cash misfeeds) for each ATM.
- e) Lessee shall be responsible for the loading of the cash cassette such that the ATM shall at all times during business hours be stocked with cash.
- f) Lessee shall supply, at no expense to Lessor, paper for transaction receipts, printer ribbons, and monthly reports showing transaction activity.
- g) Lessee will provide all ATM second-line service and service warranties.

6. Risk of Loss

- a) The ATM shall remain the property of Lessee.
- b) Lessor shall be responsible for all costs associated with any loss or damage to the ATM if caused by Lessor's customers, agents, employees or representatives

7. Taxes and Liens

- a) Lessee shall pay all personal property taxes or similar assessments directly relating to the ATM located in the Building when the same become due.
- b) Lessor shall at all times keep each ATM free of all liens and encumbrances, and hereby waives any and all claims of liens, including statutory landlord liens, that it may impose on any ATM.

8. Liability

- a) Except for the rent payments provided for herein, for the period for which the ATM is installed and operational, Lessee shall have no liability to the LESSOR, of any nature whatsoever, including any special, incidental, exemplary or consequential liability. In the event Lessee suffers any loss, liability and expense in connection with this Lease, Lessor shall indemnify and hold Lessee harmless from all such loss, liability and expense. Lessor acknowledges that Lessee, its affiliates, representatives, agents, distributors and independent contractors have not made any representations or warranties in connection with the ATM or any projected revenues or expenses in connection with the operation of the ATM.
- b) Each party shall be excused from performance, and shall have no liability, for any period and to the extent that such party is prevented, hindered, or delayed from performing any services or other obligations under this Lease, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of such party, including by way of illustration, acts or omissions of the other party, third party non-performance, failure or malfunction of computer or telecommunications hardware, equipment or software, breach or other non-performance by vendors and suppliers, strikes, or labor disputes, riots, war, fire, acts of God or government regulations.

9. Rent

Lessee agrees to pay Lessor monthly rent during the term of this Lease as follows:

- a) All transactions shall carry a \$ **2.75** surcharge. Lessee will pay to Lessor \$ **.75** of monthly surcharge income for each transaction that carries the surcharge.
- b) The rent stated in a) above shall be paid in arrears by the 10th day of the month after which rent is due (i.e. rent due February 1st shall be paid by March 10th).

10. Signage

Lessee, at its sole expense and with Lessor's approval, may place signage prominently advertising the ATM on the interior of each Building for which Lessor and Lessee have executed a Space Lease.

11. Term

The Term of this Lease shall commence **July 1, 2012** and shall continue for three (3) years. This Lease shall automatically renew for an additional period of three (3) years upon expiration unless terminated by either party giving the other party written notice at least thirty (30) days prior to the expiration date of the original term or any renewal thereof, of intent not to renew.

Lessee may terminate this Lease during the original term or any renewal term if, in Lessee's sole opinion, the ATM is not generating sufficient revenue, and without any penalty or liability (other than accrued rent charges) by giving Lessor written notice at least five (5) days prior to such termination. Either party may terminate this Lease in the event that the other party is in breach within five (5) days after receipt of written termination. If Lessee decides to remove the ATM, Lessor shall have the first right of refusal to purchase the ATM from Lessee.

12. Termination Upon Bankruptcy or Insolvency

In the event that (a) a party shall become insolvent; (b) a party shall make an assignment of its property for the benefit of creditors or shall seek liquidation or reorganization under any insolvency or bankruptcy law; (c) a petition is filed by or against a party under any provision of the United States Bankruptcy Code which is not dismissed or stayed within sixty (60) days after its filing; or (d) a receiver or trustee for a party shall not have been discharged within sixty (60) days from the date of appointment, then the other party may immediately terminate this Lease and pursue all other available remedies at law or in equity.

13. Entire Agreement

This Lease and the exhibits attached hereto constitute the entire agreement between Lessee and Lessor with respect to the subject matter hereof and shall supercede all previous negotiations, commitments and writings. This Lease may not be released, discharged, abandoned, changed or modified in any manner whatsoever without the written approval of Lessor and Lessee.

14. Waiver

The failure of either party to enforce at any time any provision of this Lease or to exercise any right herein provided shall not in any way be construed to be a waiver of such provision of this Lease or right in connection with any subsequent breach or default, and shall not in any way affect the validity of this Lease or any part hereof, or limit, prevent, or impair the right of such party subsequently to enforce such provision or exercise such right.

15. Notices

Any notice required or permitted hereunder shall be in writing and may be given by personal service or by depositing in the United States mail, certified delivery, first class postage prepaid, to the address of the party receiving notices as shown on the signature page of this Lease, or as changed through written notice to the other party.

16. Governing Law

This Lease shall be constituted in accordance with South Carolina law, and venues for any action pertaining to this Lease shall be District Court, Bluffton, South Carolina.

17. Binding Effect; Successors and Assignments

This Lease is binding on the parties and their respective successors and assigns. Lessor may not assign this Lease without the prior written consent of Lessee.

18. Captions

Captions contained in this Lease are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Lease or any provision thereof.

19. Relationship of the Parties

It is expressly understood and acknowledged that it is not the intention or purpose of this Lease to create, nor shall the same be construed as creating any type of partnership, relationship or joint venture.

20. Compliance with Laws

Each party will perform its obligations under this Lease in strict compliance with all applicable laws, orders or regulations of all appropriate jurisdictions.

21. Quiet Enjoyment

Lessee shall quietly enjoy the Premises during the term of this Lease without hindrance or molestation by anyone claiming authority by, through or under Lessor.

LESSOR:

By : _____ Date: _____

Printed Name: _____ Phone: _____

Make Checks Payable To: _____

Mailing Address: _____

LESSEE:

AJ In

By: _____ Date: _____