



301 Commerce Street, Suite 2000
 Fort Worth, Texas 76102
 817/317-9105 • fax 817/317-9196
 www.first-american.net

Lease Number

Sales Office	Customer Number
--------------	-----------------

Legal Name of Lessee (If Corporation, List full Corporate Name) Corporation Proprietorship Partnership Lessee's DBAName

Billing Address City State Zip County

Contact Phone Number Years Owned Business

Bank Routing Number Account No.

Equipment Manufacturer / Software Licensor Model / License Agreement Serial / Registration Number

Equipment Manufacturer / Software Licensor Model / License Agreement Serial / Registration Number

Equipment Manufacturer / Software Licensor Model / License Agreement Serial / Registration Number

SCHEDULE OF PAYMENTS

Term in Months	Base Monthly Payment of	PAYABLE AT SIGNING OF THE LEASE	Monthly Payment	Loss Or Destruction Waiver Amount (added to Monthly Payment)
	\$ _____	<input type="checkbox"/> First And Last Monthly Payments \$ _____	\$15-\$30	\$2.50
	per Month Plus Taxes And Other Fees As Described In The Terms and Conditions Below	<input type="checkbox"/> Other _____ \$ _____	\$31-\$45	\$3.00
		Plus Applicable Taxes To Be Billed With First Monthly Payment	\$46-\$60	\$3.50
		TOTAL \$ _____	\$61-\$75	\$4.00
			\$75+	\$4.50

The Loss Or Destruction Waiver Amount May Be Waived By Submitting An Insurance Binder Within 60 Days Of Lease Acceptance. The Insurance Binder Must Name Merimac Capital as the Loss Payee.

TERMS AND CONDITIONS (SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS)

1. Notwithstanding any fees which may be paid by Lessor to vendor or any agent of vendor, Lessee understands and agrees that neither vendor nor any agent of vendor is an agent of Lessor or is authorized to waive or alter any term or condition of this lease. Their representations shall in no way affect Lessee or Lessor's rights and obligations as herein set forth. We use the words YOU and YOUR to mean the Lessee indicated above. The words WE, US, and OUR refer to the Lessor indicated above and any assignee above. The equipment ("Equipment") and the software and related license agreement(s) ("License Agreement(s)") and collectively with the software, the "Software") described above shall be referred to collectively as the "Property".

2. After the expiration of the three-business day cancellation period set forth below and in the attached notice of cancellation, this lease cannot be canceled by lessee during the term hereof.

3. **DISCLOSURE OF INFORMATION.**
 Lessee and Guarantor(s) expressly authorize Lessor or its agents or assigns continuing authority to conduct credit checks and background investigations concerning Lessee and Guarantor(s) and has the right to report late payments and defaults to credit agencies as deemed appropriate by Lessor. Disputes or inaccuracies regarding information sent to credit agencies should be sent to Lessor. A \$25.00 non-refundable application fee may be drafted by Lessor from Lessee at time of application.

4. **AUTHORIZATION AGREEMENT FOR AUTOMATIC WITHDRAWAL OF PAYMENTS.**
 I, the undersigned Lessee or Guarantor (hereinafter "Lessee") in the capacity set forth below, hereby authorize Lessor, or its designee, successor or assign (hereafter "Lessor") to automatically withdraw my monthly rental payment and any amounts, including any and all taxes, insurance, noncompliance fee or other charges now due or hereafter imposed, owed in conjunction with the above referenced Non-Cancelable Lease (hereinafter "Lease") by initiating debit entries to my account at the financial institution (hereinafter "Bank") evidenced on the check copy provided, or such other bank that may be used by me from time to time. As set forth in paragraph 14, in the event of default of my obligations hereunder, I authorize the Lessor to debit my account for the full amount due under the Lease. Arental payment (whether paid by debit or other means) that is not honored by my bank for any reason will be subject to a \$25.00 service fee imposed by Lessor, the amount of which may be debited from my account. Further, I authorize my Bank to accept and to charge any debit entries initiated by Lessor to my account.

CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED PROPERTY

I HAVE READ AND AGREE TO THE TERMS WHICH APPEAR ON BOTH SIDES OF THIS LEASE DOCUMENT. I represent that this Property is being leased for business and/or professional purposes and agree that under no circumstances shall this Lease be constructed as a consumer contract. I acknowledge receipt of a copy of this Lease Agreement, with all lease terms filled in, and acknowledge and agree that I shall be deemed to have unconditionally accepted the Property you have leased me under our Lease Agreement, particulars of which are given above. Lessee's signature herein authorizes Lessor to verbally verify by telephone with Lessee or Guarantor on a verification certificate the date and time of such verification; the terms and conditions of the Lease; the type and make of the Property under the Lease; that all necessary installation has been completed and the Property is in good operating order and in all respects satisfactory to Lessee; and that the monthly rental payment will be automatically debited from the Lessee's verified account number and designated account.

You the Lessee, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

LESSEE #1 _____
 Print Name _____
 Title _____ Date _____
 LESSEE #2 _____
 Print Name _____
 Title _____ Date _____

Witness Signature _____

ACCEPTED BY LESSOR:
 First American Payment Systems, Inc.
 D/B/A Merimac Capital
 Authorized Signature _____
 Date _____

PERSONAL GUARANTY

I the undersigned unconditionally guarantee to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Property or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all attorney's fees and other expenses incurred by Lessor by reason of default by the Lessee, and the undersigned consents to any extensions or modifications granted to Lessee, and the release and/or compromise of any obligation of Lessee, or any other obligors and guarantors without in any way releasing the undersigned from its obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. The undersigned agrees, consents and submits to the Courts of the State of Texas, County of Tarrant having jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising out of the obligations of the parties herein. The undersigned agrees, consents and submits that the service of process by registered or certified mail will be sufficient to obtain jurisdiction of the Courts of the State of Texas, County of Tarrant.

Guarantor Signature _____ Guarantor Signature #2 (if applicable) _____

_____ NO TITLE ALLOWED _____ NO TITLE ALLOWED _____ WITNESS SIGNATURE

Date _____ Date _____ Date _____

VENDOR'S BILL OF SALE

I hereby sell the Property identified above, free of any liens and encumbrances to MERIMAC CAPITAL.

DEALER NAME _____ AUTHORIZED SIGNATURE AND TITLE _____

5. **NO WARRANTIES:** The Property is subject to any warranties made by the manufacturer or licensor of the Software ("Licensor") and any limitations thereof. The Property is leased "AS IS." YOU ACKNOWLEDGE THAT WE DID NOT MANUFACTURE THE PROPERTY. WE DO NOT REPRESENT THE MANUFACTURER OR THE LICENSOR AND YOU SELECTED THE PROPERTY OR LICENSE BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT RELATING TO THE PROPERTY.

6. **SOFTWARE:** Lessee's right to use the Software is being acquired pursuant to a sub-license from Vendor to Lessee of a software license agreement between Vendor and the Licensor (collectively the "License"). Lessee reaffirms all of its rights and obligations under the License. Lessor is not a party to the License, but is an express third-party beneficiary. Lessee assigns to Lessor all of its rights and benefits, but Lessee retains all of the obligations and burdens under the License. Lessor sub-licenses back to Lessee, expiring upon the termination or expiration of this Lease or upon an Event of Default.

7. **TERMS AND RENT:** The Lease becomes effective after your credit is approved, the Lease is accepted by us, and the Property is received at the location indicated herein. The Lease Term shall commence on the date the Property is received (the "Commencement Date") at listed location and expires at the end of the months indicated herein. Each installment of rent shall be payable monthly in advance, the first and last payments shall be due on the date you sign this Lease, and the second payment shall be due the following month on the day of the month we designate (hereinafter "Payment Date"). Subsequent payments are due on the Payment Date of each successive month until the balance of the rent and any additional rent or fees chargeable to you under this Lease have been paid in full. All payments of rent must be made to us at our location set forth herein or such other location that we may designate in writing. Your obligation to pay such rentals shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.

8. **ASSIGNMENT.** (a) WE MAY ASSIGN OR TRANSFER THIS LEASE OR OUR INTEREST IN THE PROPERTY WITHOUT NOTICE TO YOU. Any assignee of ours shall have all of the rights, but none of the obligations, of ours under this Lease and you agree that you will not assert against any assignee of ours any defense, counterclaim, or offset that you may have against us. (b) YOU SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE PROPERTY WITHOUT OUR PRIOR WRITTEN CONSENT.

9. **TITLE, QUIET ENJOYMENT:** We shall at all times retain title to the Property. All documents of title and evidence of delivery shall be delivered to us. You hereby authorize us, at your expense, to cause this Lease, or any statement or other instrument in respect to this Lease showing our interest in the Property, including Uniform Commercial Code Financing Statements to be filed or recorded and refiled and rerecorded, and grant us the right to execute your name thereto. You agree to execute and deliver any statement or instrument requested by us for such purpose, and agree to pay or reimburse us for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. So long as you are not in default under any of the terms in this Lease, we agree that we shall not interfere with your quiet use and enjoyment of the Property.

10. **CARE, USE AND LOCATION:** You shall maintain the Property in good operating condition, repair and appearance, and protect the same from deterioration other than normal wear and tear, shall use the Property in the regular course of your business; shall not make any modification, alteration or addition to the Property without our written consent, which shall not be unreasonably withheld; shall not so affix the Property to realty as to change its nature to real property; and shall not remove the Property from the location shown herein without our written consent, which shall not be unreasonably withheld.

11. **NET LEASE: TAXES:** You intend the rental payments hereunder to be net to us, and you agree to pay all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges imposed on the ownership, possession or use of the Property during the term of this Lease; shall pay all taxes (except our Federal or State net income taxes) imposed on you or us with respect to the rental payments hereunder or the ownership of the Property; and, shall reimburse us upon demand for any taxes paid by or advanced by us.

12. **INDEMNITY:** You shall and do hereby agree to indemnify and save us, our agents, servants, successors, and assigns harmless from any and all liability, damage or loss, including reasonable attorney's fees, arising out of ownership, selection, possession, leasing, operation, control, use, condition (including but not limited to latent and other defects, whether or not discoverable by you), maintenance, delivery and return of the Property. The indemnity shall continue in full force and effect notwithstanding the termination of the Lease.

13. **INSURANCE:** You shall keep the Property insured against all risks of loss or damage from any cause whatsoever for not less than the full replacement value thereof. You shall carry public liability insurance, both personal injury and property damage, covering the Property. All such insurance shall be in form and with companies satisfactory to us and shall name us and our Assignee as Loss Payee as our interest may appear with respect to property damage coverage and as additional insured with respect to public liability coverage. You shall pay the premiums for such insurance and deliver to us satisfactory evidence of insurance coverage required hereunder. You hereby irrevocably appoint us as your attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

14. **LOSS OR DESTRUCTION WAIVER:** We will waive your responsibility for loss or destruction of the Property and for keeping the Property fully insured during the lease term. Such waiver will provide that you will be responsible for the first \$200.00 with respect to each claim. After the loss or destruction of the Property, we will provide for its replacement. For such waiver, you will pay us the monthly amount shown in the Schedule of Payments section on Loss or Destruction line. You will cooperate with us in making any claim with respect to the Property. If you do not provide proof of insurance, you are deemed to have chosen to buy the Loss or Destruction waiver at current rates even if no amount is shown in the Schedule of Payments section on Loss or Destruction line.

15. **EVENT OF DEFAULT:** If any one of the following events (each a "Default") shall occur, then to the extent permitted by applicable law, we shall have the right to exercise any one or more remedies set forth in Paragraph 14 below, (a) you fail to pay any rental or any other payment hereunder when due; or (b) you fail to perform any of the terms, covenants or conditions of this Lease; or (c) you cancel the bankcard processing agreement with First American Payment Systems, Inc.

16. **REMEDIES:** If a default occurs, we may do any or all of the following: (a) terminate this Lease; (b) declare all unpaid Lease payments until the end of the term of this Lease and other amounts under this Lease immediately due and payable; (c) repossess or render unusable, any Property wherever located, without demand or notice, without any court order or other process of law and without liability to you for any damages occasioned by such action; (d) require you to deliver the Property to a location designated by us; (e) automatically charge any or all of your credit cards, other lines of credit or bank accounts for all money you owe; (f) proceed by court action to enforce performance by you of this Lease and/or recover all damages and expenses incurred by us by reason of any Default; (g) exercise any other right or remedy available at law or in equity, including those of a secured creditor; (h) exercise a right-of set-off from your merchant processing account with First American Payment Systems, Inc.; or (i) terminate or close your processing services account(s) with or through First American Payment Systems, Inc. With respect to any Software, Lessee shall cease to use such Software and will assemble and deliver to Lessor the same in electronic or other form. Lessee shall remit to Lessor upon demand any amounts due and payable with respect to the licensing of the Software or the assignment thereof. Lessor may terminate any sub-license from Lessor to Lessee and may request the Vendor and/or the Licensor to terminate any licenses with the Lessee and all maintenance support or other services under the License. You shall pay us all costs and expenses (including attorney's fees and costs) incurred by us in enforcing any of the terms of this Lease or any of our rights against you. Upon repossession or surrender of any Property, we may lease, sell or otherwise dispose of the Property, and apply the net proceeds thereof to the amounts owed to us hereunder, provided, that you shall remain liable to us for any deficiency. You agree that it is commercially reasonable for repossessed Property to be sold at public or private sales (in any state or county selected by us) to dealers or others in lots or pieces (without the Property being physically present) at used prices. All rights and remedies are cumulative and may be enforced concurrently. Any delay or failure to enforce our rights hereunder does not prevent us from enforcing any rights at a later time. Notwithstanding the foregoing, any attorney's fees, costs, or expenses, or costs or expenses of repossession and storage, shall be limited to the highest amount chargeable under applicable law.

17. **CHANGE OF NAME, BILLING ADDRESS, BANK ACCOUNT:** You will inform us, within ten (10) days, of any change in your name, address, billing address, telephone numbers, location of equipment, or the bank checking account used for ACH debit. You agree that a \$100.00 charge will be imposed upon your failure to notify us within the prescribed time period. No expressed or implied waiver of the \$100.00 charge for any single violation of this obligation will constitute a waiver of our right to collect that charge for any failure to so notify us in the future. We are authorized to correct any typographic or spelling errors made on the front of this Lease Agreement regarding your address, telephone numbers or the Property leased.

18. **END OF LEASE TERM:** At the expiration or earlier termination of this Lease term, you have the following options: (1.) You shall disconnect and return the Equipment and/or Software, freight prepaid, to us in good repair, condition and working order, in a manner and to a location we designate, and all Lessee's right to use the Software shall terminate. (2.) You can purchase the Equipment in accordance with the terms of any purchase option amount supplied by us, plus any applicable taxes, and return the Software in accordance with option 1. (3.) You can extend upon all the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document. At the end of this additional year, options 1, 2 and 3 are again available to you. Unless you notify us in writing 60 days prior to the expiration of the Lease Term, or monthly renewal period, you shall have been deemed to have chosen option 3 (Automatic Renewal for one year).

19. **LATE PAYMENTS AND COLLECTION COSTS:** If you do not make a payment within 10 days of its due date, you must pay, in addition to the payment, an assessed late charge of \$10.00 for each late payment. Each month the past due payment remains unpaid, an additional late fee of \$10.00 may be assessed. You will pay our collection costs, and reasonable Attorney's fees. Such collection costs include, but are not limited to charges for collection letters and collection calls and to charges of collection agencies, courts, sheriffs, etc. There will be a processing charge of \$25.00 for any returned check or for any rejected credit card charge or for any rejected automatic bank account debit. Payments are applied to late fees and to processing charges first and then to Lease obligations.

20. **MISCELLANEOUS:** In the event you fail to comply with any provision of this Lease, we shall have the right, but not be obligated, to effect such compliance on your behalf upon ten (10) days prior written notice to you. In such event, all monies expended by, and all expenses of ours in effecting such compliance, shall be deemed to be additional rental, and shall be paid by you to us at the time of the next monthly payment of rent. All notices under this Lease shall be sufficient if given personally or mailed to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. We intend and you intend this Lease to be a valid and subsisting legal instrument, and agree that any provision of this Lease which may be deemed unenforceable shall be modified to the extent necessary to render it enforceable and shall in no way invalidate any other provision or provisions of this Lease, all of which shall remain in full force and effect. This Lease shall be binding when accepted in writing by us and shall be governed by the laws of the State of Texas, without regard to the conflict of law, rules or principles thereof. You agree, consent and submit that the Courts of the State of Texas, County of Tarrant shall have the jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. You agree and consent that service of process by registered or certified mail will be sufficient to obtain jurisdiction. Nothing contained herein is intended to preclude us from commencing any action hereunder in any court having jurisdiction thereof. You waive, insofar as permitted by law, trial by jury in any action between the parties.

21. **LIMITATION ON ACTION:** You shall commence any action based in contract, tort or otherwise arising from, or related to, this Lease, or the subject matter thereof, within one year of the accrual of that cause of action and no such action may be maintained which is not commenced within that period.

22. **ENTIRE AGREEMENT: CHANGES:** This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by one of our executives officers.

EXHIBIT A

NOTICE OF CANCELLATION

(Enter date of transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY PROPERTY DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE PROPERTY AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE PROPERTY AVAILABLE TO THE SELLER, AND IF THE SELLER DOES NOT PICK SUCH PROPERTY UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE PROPERTY WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE PROPERTY AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE PROPERTY TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

**MERIMAC CAPITAL
301 COMMERCE ST.
SUITE 2000
FORT WORTH, TX 76102
(817) 317-9105 Phone
(817) 317-9196 Fax**

NOT LATER THAN MIDNIGHT OF _____ (Date)

I HEREBY CANCEL THIS TRANSACTION.

(Date) (Buyer's Signature)