

## ATTACHMENT "A"

### ATM ROUTE CONSULTATION/FACILITATION AGREEMENT

This Attachment (the "Attachment") to the Agreement of the Parties (the "Agreement") is made effective and entered into on and as of the Effective Date first set forth above in the Agreement. This Attachment sets forth the specific understandings and commitments of the Parties with respect to the sale of the subject ATM route(s) located in the \_\_\_\_\_ area, which are in addition to and not in lieu of the terms and conditions set forth in the Agreement between the Parties.

#### ARTICLE I: EXCLUSIVITY

[Party 2] shall not engage any other person or entity to consult with, facilitate or otherwise assist [Party 2] with the sale of the subject ATM route, from the Effective Date until \_\_\_\_\_, and [Party 1's] consulting fee shall be due in any case if the ATM route is sold by [Party 2] during this time to any third party, or for nine (9) months thereafter if the ATM route or any portion thereof is sold to a third party (or an affiliate thereof) that was introduced to [Party 2] by [Party 1].

Upon full execution of a contract for sale and purchase of the subject ATM route, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract.

#### ARTICLE II: FEE FOR SERVICES

**2.1 Consulting Fee.** [Party 2] shall pay to [Party 1] a consulting fee equal to **10%** of the gross sales

price of the subject ATM route(s), provided that: (a) [Party 1] procures a buyer who is ready, willing, and able to purchase the route on terms deemed acceptable by [Party 2] in its sole and absolute discretion; (b) [Party 2] sells all or a portion of the ATM route(s) to a buyer introduced by [Party 1] to [Party 2] during the term of this Agreement or within 1 year after termination of this Agreement; and (c) the purchaser was procured by [Party 1] by means of its business relationships and networks, advertising efforts, word of mouth, print, email, phone, websites, social media, or Internet.

**2.2 Good Faith deposit:** Once [Party 1] has procured a buyer for the ATM route(s), [Party 2] agrees to establish a good faith deposit of an amount equal to TEN percent (10%) of the purchase price, to be disbursed to [Party 1] at the time of closing for full and final compensation for the above services rendered. In any case where the buyer of the route(s) forfeits their deposit, binder, and/or down payment on the sale, [Party 1] shall divide and distribute any such forfeited amount then held based upon Fifty percent (50%) of the amount going to [Party 2] and Fifty percent (50%) going to [Party 1].

2.3 **Expenses.** [Party 2] and [Party 1] shall each pay their own respective expenses Incurred In the performance of their respective duties under this Attachment and the Agreement.

**ARTICLE III: OBLIGATIONS OF [PARTY 1]**

[Party 1] shall (1) use all commercially reasonable efforts to identify a buyer for the ATM route(s); (2) promptly notify [Party 2] of any prospective buyers; (3) interview prospective buyers and qualify them as ready, willing and able buyers based upon financial documentation; (4) use all commercially reasonable efforts to assist and provide [Party 2] with recommended steps to help ensure a smooth and secure transaction and closing, including but not limited to assisting [Party 2] with contract negotiations with the buyer; and (5) assisting with the final contract of sale.

**ARTICLE IV: OBLIGATIONS OF [PARTY 2]**

[Party 2] shall use all commercially reasonable efforts to assist and provide all necessary information to the prospective buyers introduced by [Party 1]. If [Party 2] refuses or is unable to complete a sale to a qualified buyer in accordance with the terms of this Attachment and the Agreement, the fee provided for in this Attachment shall become immediately due and payable by [Party 2] to [Party 1].

**ARTICLE V: CANCELLATION**

5.1 The rights and obligations of the Parties shall commence on the Effective Date first set forth above, and shall terminate when either: (a) the ATM route sale is consummated, (b) the Agreement expires, or (c) either Party terminates this Agreement in writing without breaching this Agreement. This Agreement may be cancelled by either party at any time without penalty so long as [Party 1] has not procured a prospective buyer for [Party 2]'s ATM Route.

5.2 [Party 2] may procure a buyer and may terminate this Agreement without penalty so long as [Party 2] provides [Party 1] with the proposed contract documentation for [Party 2]'s procured buyer. In the event [Party 2] fails to provide or submit such contract documentation to [Party 1], a fee of TEN percent (**10%**) of the initial listing price shall be immediately due and payable by [Party 2] to [Party 1].

5.3 Should [Party 2] terminate this listing agreement after [Party 1] has procured a ready, willing, and able Buyer under customary contract terms to consummate a transaction with [Party 2], then [Party 1] shall be due a fee equal to the greater of TEN percent (10%) of (a) the final sale price or (b) the original offering price.

5.4 In the event [Party 1] is unable to establish communication with [Party 2] after reasonable efforts (after ten attempts by phone or email within 14 calendar days) [Party 1] may terminate this Agreement by notifying [Party 2] of such termination and a \$5000.00 flat fee will be immediately due and payable by [Party 2] to [Party 1] for the services provided from the Effective Date until such date of termination.

**[SIGNATURES OF THE PARTIES APPEAR ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties have caused this ATTACHMENT “A” to be executed and made effective on their behalf, as of the Effective Date first above written in the Agreement.

**[Party 2]**

**BY: SIGNATURE:** \_\_\_\_\_

**PRINT NAME/TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**[Party 1]**

**BY: SIGNATURE:** \_\_\_\_\_

**PRINT NAME/TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_