

QUESTAR CORP
Form 8-K
January 28, 2014

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934
Date of Report – January 28, 2014
(Date of earliest event reported)

QUESTAR CORPORATION
(Exact name of registrant as specified in its charter)

STATE OF UTAH (State or other jurisdiction of incorporation)	001-08796 (Commission File No.)	87-0407509 (I.R.S. Employer Identification No.)
333 South State Street, Salt Lake City, Utah 84145-0433 (Address of principal executive offices)		
Registrant's telephone number, including area code (801) 324-5900		
Not Applicable		
(Former name or former address, if changed since last report)		

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- .. Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- .. Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- .. Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- .. Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01 Other Events.

Questar Gas has received approval from the Utah and Wyoming public service commissions to include natural gas producing properties under the Wexpro II Agreement. Under the terms of Wexpro II, approval was needed from both states. The related press release detailing the approval is furnished herewith as Exhibit 99.1 and is incorporated by reference herein. The press release has also been posted to the Company's website (www.questar.com).

Item 9.01. Financial Statements and Exhibits.
(d) Exhibits.

Exhibit No.	Exhibit
99.1	Questar receives approval to add natural gas properties under Wexpro II Agreement - Press Release.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

January 28, 2014	Questar Corporation (Registrant)
	/S/ Kevin W. Hadlock Kevin W. Hadlock Executive Vice President and Chief Financial Officer

List of Exhibits:

Exhibit No.	Exhibit
99.1	Questar receives approval to add natural gas properties under Wexpro II Agreement - Press Release.

R valign="bottom">
Net cash provided by operating activities
(2) 719
Net cash provided by financing activities
2 8,808

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7-ELEVEN FINANCIAL SERVICES BUSINESS

NOTES TO FINANCIAL STATEMENTS (Continued)

Comprehensive Earnings Comprehensive earnings are defined as the change in equity (net assets) of a business enterprise during a period, except for those changes resulting from investments by owners and distributions to owners. There are no components of other comprehensive earnings and, consequently, comprehensive earnings are equal to net earnings.

NOTE 2: Recently Issued Accounting Standards

Effective January 1, 2007, the Company adopted the provisions of Financial Accounting Standards Board (FASB) Interpretation No. 48 (FIN 48), Accounting for Uncertainty in Income Taxes, which clarifies the accounting for uncertainty in income taxes recognized in an entity s financial statements in accordance with FASB Statement No. 109, Accounting for Income Taxes. FIN 48 prescribes a recognition threshold and measurement criteria for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. FIN 48 also provides guidance on derecognition of tax benefits, classification on the balance sheet, interest and penalties, disclosure and transition.

The results of the Business are included in the income tax filings of the Company in the United States, all states and in various local jurisdictions. To the extent that the Business may be included in an examination of the Company s income tax filings, the ultimate outcome of examinations and discussions with the Internal Revenue Service or other taxing authorities, as well as an estimate of any related change to amounts recorded for uncertain tax positions, cannot be presently determined. As of the adoption date, the Business is subject to examination for tax years 2003 2006.

There were no unrecognized tax benefits or accrued interest or penalties applicable to the Business as of January 1, 2007 or as of June 30, 2007. Management does not believe it is reasonably possible that the total amount of unrecognized tax benefits will significantly increase or decrease within the next 12 months.

It is the Company s policy to classify accrued interest and penalties related to unrecognized tax benefits in the provision for income taxes. The Company has not recorded interest or penalties for the Business related to FIN 48 for the three- or six-month periods ended June 30, 2007.

NOTE 3: Subsequent Event

On July 20, 2007, the Company completed the sale of substantially all of the assets of the Business to a third party for approximately \$135 million less transaction-related costs. In conjunction with the sale, the two parties entered into a 10-year contractual agreement whereby the purchaser of the Business will continue to operate ATM devices in U.S. 7-Eleven Company-operated and franchised stores and in new stores opened during this period. In accordance with the terms of the agreement, the purchaser will pay fixed and variable-rate commissions to 7-Eleven on a monthly basis.

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7-ELEVEN FINANCIAL SERVICES BUSINESS

Financial Statements for the
Years Ended December 31, 2004, 2005 and 2006

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Report of Independent Auditors

To the Management and Board of Directors
of 7-Eleven, Inc.

In our opinion, the accompanying balance sheets and the related statements of earnings and cash flows present fairly, in all material respects, the financial position of the 7-Eleven Financial Services Business (the Company) at December 31, 2006 and 2005, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2006 in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in Note 1 to the financial statements, the Company has restated its 2006 and 2005 financial statements.

/s/ PricewaterhouseCoopers LLP

Dallas, TX
March 29, 2007,
except for the restatement discussed
in Note 1 to the financial statements,
as to which the date is
July 16, 2007

Table of Contents**7-ELEVEN FINANCIAL SERVICES BUSINESS****BALANCE SHEETS**
(dollars in thousands)

	December 31, 2005 restated	December 31, 2006 restated
Assets		
Current assets		
Cash	\$ 15,392	\$ 13,015
Accounts receivable	43,093	74,565
Other current assets	9,094	7,215
Total current assets	67,579	94,795
Property and equipment, net	86,970	90,484
Goodwill	35,593	35,593
Other assets	34	
Total assets	\$ 190,176	\$ 220,872
Liabilities and Shareholder s Equity		
Current liabilities		
Accrued expenses and other liabilities	\$ 50,002	\$ 72,242
Capital lease obligations due within one year	9,008	1,465
Total current liabilities	59,010	73,707
Deferred credits and other liabilities	18,912	13,004
Long-term capital lease obligations	21,921	1,900
Commitments and contingencies		
Shareholder s equity		
Common stock, \$.10 par value; 1,000 shares issued and outstanding		
Additional paid-in capital	97,122	128,273
Accumulated (deficit) earnings	(6,789)	3,988
Total shareholder s equity	90,333	132,261
Total liabilities and shareholder s equity	\$ 190,176	\$ 220,872

See notes to financial statements.

Table of Contents**7-ELEVEN FINANCIAL SERVICES BUSINESS****STATEMENTS OF EARNINGS**

(dollars in thousands)

	Years Ended December 31		
	2004	2005 restated	2006 restated
Revenues:			
Commissions	\$ 65,363	\$ 138,243	\$ 142,735
Other income	31,754	19,748	20,927
Total revenues	97,117	157,991	163,662
Expenses:			
Commission expense to 7-Eleven	25,816	47,413	49,233
Other expenses	68,577	101,657	96,356
Operating, selling, general and administrative expenses	94,393	149,070	145,589
Interest expense, net	909	1,056	520
Total expenses	95,302	150,126	146,109
Earnings before income taxes	1,815	7,865	17,553
Income tax expense	702	3,036	6,776
Net earnings	\$ 1,113	\$ 4,829	\$ 10,777

See notes to financial statements.

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Table of Contents**7-ELEVEN FINANCIAL SERVICES BUSINESS****STATEMENTS OF CASH FLOWS**

(dollars in thousands)

	Years Ended December 31		
	2004	2005 restated	2006 restated
Cash Flows from Operating Activities			
Net earnings	\$ 1,113	\$ 4,829	\$ 10,777
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization of equipment	12,465	14,456	15,820
Deferred income taxes	1,815	2,454	228
Net loss (gain) on disposal of equipment	116	(13)	(115)
Increase in accounts receivable	(16,274)	(13,326)	(31,472)
Increase in other assets	(919)	(1,437)	(708)
Increase in trade accounts payable and other liabilities	18,078	18,508	18,725
Net cash provided by operating activities	16,394	25,471	13,255
Cash Flows from Investing Activities			
Payments for purchase of equipment	(11,151)	(26,296)	(19,325)
Proceeds from sale of equipment	1,243	13	106
Acquisition of a business	(44,743)		
Net cash used in investing activities	(54,651)	(26,283)	(19,219)
Cash Flows from Financing Activities			
Principal payments under capital lease obligations	(6,348)	(9,549)	(4,932)
Capital contributions from 7-Eleven, net	54,324	15,713	31,151
Payments related to capital lease purchase			(22,632)
Payments to 7-Eleven for return of Vcom tm kiosks cash inventory	(96,298)		
Net cash (used in) provided by financing activities	(48,322)	6,164	3,587
Net (decrease) increase in cash	(86,579)	5,352	(2,377)
Cash at beginning of year	96,619	10,040	15,392
Cash at end of year	\$ 10,040	\$ 15,392	\$ 13,015
Related disclosures for cash flow reporting			
Assets obtained by entering into capital leases	\$ 3,291	\$	\$

See notes to financial statements.

Table of Contents**7-ELEVEN FINANCIAL SERVICES BUSINESS****STATEMENTS OF SHAREHOLDER S EQUITY**

(dollars and shares in thousands)

	Common Stock Shares	Par Value	Additional Paid-in Capital	Accumulated (Deficit) Earnings	Shareholder s Equity
Balance at December 31, 2003	1	\$	\$ 123,383	\$ (12,731)	\$ 110,652
Net earnings				1,113	1,113
Payments to 7-Eleven for return of Vcom™ kiosks cash inventory			(96,298)		(96,298)
Capital contributions from 7-Eleven, net			54,324		54,324
Balance at December 31, 2004	1		81,409	(11,618)	69,791
Net earnings, as restated (see Note 1)				4,829	4,829
Capital contributions from 7-Eleven, net, as restated (see Note 1)			15,713		15,713
Balance at December 31, 2005, as restated	1		97,122	(6,789)	90,333
Net earnings, as restated (see Note 1)				10,777	10,777
Capital contributions from 7-Eleven, net, as restated (see Note 1)			31,151		31,151
Balance at December 31, 2006, as restated	1	\$	\$ 128,273	\$ 3,988	\$ 132,261

See notes to financial statements.

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7-ELEVEN FINANCIAL SERVICES BUSINESS

**NOTES TO FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2004, 2005 and 2006**

NOTE 1: Basis of Presentation and Summary of Significant Accounting Policies

Basis of Presentation 7-Eleven, Inc. (the Company or 7-Eleven) operates a business consisting of a network of both traditional ATMs and advance-function devices (Vcoms) in most of its stores and selected licensed stores in the United States. The business consists of fixed assets, placement agreements governing the right to offer ATM services in 7-Eleven stores, product partner agreements and third party lease and service agreements (7-Eleven Financial Services Business or the Business). The Company has staff dedicated to the Business and allocates certain additional costs to the Business where appropriate. The financial statements include the accounts of the Business. The operations of the Business include both the operations of the ATM network used in 7-Eleven stores as well as the Vcomtm equipment and services provided therein. The assets and certain service agreements pertaining to the ATM network are maintained in a subsidiary of the Company known as Vcomtm Financial Services, Inc. (VFS).

Restatement of Previously Issued Financial Statements The Business has restated its previously issued December 31, 2006 financial statements to correct errors in the depreciation of certain fixed assets as well as in the correct amount of fixed assets associated with the Business. We determined that certain fixed assets were not being depreciated commencing in the period the fixed assets were initially placed in service in accordance with the Company s fixed asset policy. The financial statements have been restated to record \$430,000 of additional depreciation in operating, selling, general and administrative (OSG&A) expense for the year ended December 31, 2006. We also determined that certain of the Company s fixed assets were incorrectly included as being associated with the Business and the financial statements were restated to reduce property and equipment, net, by \$903,000 as of December 31, 2006.

These adjustments are in addition to the previous restatement of the December 31, 2005 and 2006 financial statements to appropriately include certain tender offer expenses resulting from the purchase of the noncontrolling equity interests of the Company by its owner, Seven-Eleven Japan Co., Ltd., in November 2005. These previously restated financial statements had been restated to allocate \$1.7 million of compensation costs related to the managers and employees of the Business to OSG&A expense for the year ended December 31, 2005.

Table of Contents**7-ELEVEN FINANCIAL SERVICES BUSINESS****NOTES TO FINANCIAL STATEMENTS (Continued)**

The restatement effect in the following table also includes differences that were identified during the December 31, 2006 audit of the Business. We had determined these items were individually and in the aggregate immaterial to the financial statements. In connection with this restatement, we corrected these items by recording them in the period to which they were attributable. The effects of these restatements were as follows:

	2005		2006	
	Impact of Restatement	As Restated	Impact of Restatement	As Restated
	(dollars in thousands)			
<u>As of December 31:</u>				
Total current assets			\$ (379)	\$ 94,795
Property and equipment, net			(1,333)	90,484
Total current liabilities			(99)	73,707
Deferred credits and other liabilities			(168)	13,004
Additional paid-in capital	\$ 1,066	\$ 97,122	57	128,273
Accumulated (deficit) earnings	(1,066)	(6,789)	(1,502)	3,988
<u>Year Ended December 31:</u>				
OSG&A	\$ 1,736	\$ 149,070	\$ 709	\$ 145,589
Earnings before income taxes	(1,736)	7,865	(709)	17,553
Income tax expense	(670)	3,036	(273)	6,776
Net earnings	(1,066)	4,829	(436)	10,777
Net cash provided by operating activities	(1,066)	25,471	106	13,255
Net cash used in investing activities			903	(19,219)
Net cash provided by financing activities	1,066	6,164	(1,009)	3,587

Use of Estimates The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses during the reporting period. Such estimates are based on historical experience and on various other assumptions that the Company believes to be reasonable under the circumstances. The results of these estimates form the basis of the Company's judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Revenues Revenues are comprised of service fees/commissions from ATM, check-cashing and other transactions and are separately presented in the accompanying statements of earnings. These transaction fees/commissions are recognized at the point of sale.

Other Income Other income relates to placement fees received from Vcomtm partners. The recognition of these funds is deferred until the revenue is earned, as specified by the substance of the applicable agreement.

In 2004, the Company and two of its Vcomtm partners, one of which provided check-cashing services, mutually agreed to terminate their relationships. One of these partners was simultaneously replaced with another check-cashing

partner. Included in the amount recognized in other income for the year ended December 31, 2004, was \$10.8 million that resulted from the termination of these relationships. Because the relationships were terminated, and the Company had no further obligations under the agreements, recognition of the income was accelerated.

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7-ELEVEN FINANCIAL SERVICES BUSINESS

NOTES TO FINANCIAL STATEMENTS (Continued)

Commission Expense to 7-Eleven A contractual agreement between the Business and the Company is currently in effect and expires at the end of 2009. This agreement and a franchise amendment govern the portion of the ATM and Vcomtm transaction fees that are earned by the Business and paid to the Company. These payments include both fixed and variable components. The contractual agreement also governs other ATM-related economics between the Business and the Company.

OSG&A Expenses In addition to the ATM and Vcomtm commission expense to the Company, OSG&A expense includes certain direct costs of the Business as well as other costs incurred by the Company and allocated to the Business on a basis that management believes to be reasonable. Such costs include hardware, cash management, operations support, cash rent and other corporate expenses. Also included in OSG&A expense are reasonable allocations of indirect costs incurred by the Company for compensation, travel and office space for certain key employees who devote significant time to the Business. These allocated costs were \$866,000, \$1.0 million and \$1.0 million for the years ended December 31, 2004, 2005 and 2006, respectively.

In addition, OSG&A expense for the year ended December 31, 2005 includes \$1.7 million of one-time compensation paid to certain employees of the Company who devoted time to the Business. The payments were made in November 2005 when the Company became a private company. This one-time compensation cost represented the settlement for cash and subsequent cancellation of equity-based awards issued under the Company's stock plans as if they had been exercised at the tender offer price on the transaction date.

Advertising costs, also included in OSG&A, generally are charged to expense as incurred. Advertising costs were \$4.1 million, \$2.5 million and \$571,000 for the years ended December 31, 2004, 2005 and 2006, respectively.

Income Taxes Income taxes are determined using the liability method, where deferred tax assets and liabilities are recognized for temporary differences between the tax bases of assets and liabilities and their reported amounts in the financial statements. Deferred tax assets include net operating loss carryforwards, if any, and are reduced by a valuation allowance if, based on available evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized.

Depreciation and Amortization Depreciation of property and equipment is based on the estimated useful lives of these assets using the straight-line method. Acquisition and development costs for significant business systems and related software for internal use are capitalized and are depreciated or amortized on a straight-line basis. Included in depreciation and amortization of property and equipment in the accompanying statements of cash flows is software amortization expense of \$2.2 million, \$3.8 million and \$4.6 million for the years ended December 31, 2004, 2005 and 2006, respectively.

Amortization of capital lease assets and associated leasehold improvements is based on the lease term or the estimated useful life, whichever is shorter. Amortization of leasehold improvements on operating leases is based on the shorter of the estimated useful life or the lease term.

The following table summarizes the years over which significant assets are generally depreciated or amortized:

Years

Leasehold improvements	3 to 20
Equipment	3 to 10
Software	3 to 7

Asset Impairment The Company's long-lived assets are reviewed for impairment and written down to fair value whenever events or changes in circumstances indicate that the carrying value may not be recoverable. The Company also conducted an impairment test of its goodwill as of December 31, 2005 and 2006 (see Note 5). The impairment test for goodwill is comprised of two steps. Step one compares the fair

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value of the reporting unit with its carrying amount including goodwill. If the carrying amount exceeds the fair value, then goodwill is impaired and step two is required to measure the amount of impairment loss. Step two compares the implied fair value of the reporting unit's goodwill with the carrying amount of that goodwill. If the carrying amount is greater than the implied fair value of the goodwill, an impairment loss is recognized for the excess.

Equity-Based Compensation The Business participated in the Company's 1995 and 2005 Stock Incentive Plans that provided for the granting of stock options, stock appreciation rights, performance shares, restricted stock and other forms of stock-based awards over 10-year periods to certain key employees and officers of the Company.

All options granted were granted at exercise prices that were equal to the fair market values on the date of grant. The options vested annually in three equal installments, all beginning one year after the grant date. Vested options were exercisable within 10 years of the grant date. The fair value of each option grant was estimated on the date of grant using the Black-Scholes option-pricing model. The following weighted-average assumptions were used for the options granted in the years ended December 31, 2004 and 2005: expected life of three years, no dividend yield, risk-free interest rates of 2.28% and 3.70%, and expected volatility of 46.30% and 31.48%, respectively.

The Company accounted for its stock-option grants under the provisions of Accounting Principles Board Opinion No. 25, Accounting for Stock Issued to Employees. If compensation expense had been determined based on the grant-date fair value of the awards consistent with the method prescribed by SFAS No. 123, Accounting for Stock-Based Compensation, the net earnings of the Business would have been reduced to the pro forma amounts indicated in the following table:

	Years Ended December 31	
	2004	2005
	(dollars in thousands)	
		restated
Net earnings as reported	\$ 1,113	\$ 4,829
Add: Stock-based compensation expense included in reported net earnings, net of tax		1,147
Less: Total stock-based compensation expense determined under the fair-value-based method for all stock-option awards, net of tax	(90)	(1,019)
Pro forma net earnings	\$ 1,023	\$ 4,957

Comprehensive Earnings Comprehensive earnings are defined as the change in equity (net assets) of a business enterprise during a period, except for those changes resulting from investments by owners and distributions to owners. There are no components of other comprehensive earnings and, consequently, comprehensive earnings are equal to net earnings.

Table of Contents**7-ELEVEN FINANCIAL SERVICES BUSINESS****NOTES TO FINANCIAL STATEMENTS (Continued)****NOTE 2: Accounts Receivable**

	December 31	
	2005	2006
	(dollars in thousands)	
		restated
ATM receivables	\$ 35,606	\$ 61,787
Placement fee receivables	3,551	5,511
Other receivables	3,936	7,267
	\$ 43,093	\$ 74,565

NOTE 3: Other Current Assets

	December 31	
	2005	2006
	(dollars in thousands)	
Prepaid expenses	\$ 5,550	\$ 6,291
Deferred income taxes	3,544	924
	\$ 9,094	\$ 7,215

NOTE 4: Property and Equipment

	December 31	
	2005	2006
	(dollars in thousands)	
		restated
Cost		
Leasehold improvements	\$ 10	\$ 10
Developed software	26,772	28,645
Equipment	48,846	88,335
	75,628	116,990
Original value		
Capital lease equipment	46,399	3,699

	122,027	120,689
Accumulated depreciation and amortization (includes \$8,442 and \$13,081 related to developed software)	(35,057)	(30,205)
	\$ 86,970	\$ 90,484

NOTE 5: Goodwill

In August 2004, the Company and VFS entered into a purchase agreement pursuant to which VFS acquired the business that operated the ATM network being used in 7-Eleven stores for a purchase price (including acquisition costs) of \$44.7 million of cash consideration and the assumption of certain contractual lease commitments and other contracts related to the business.

Table of Contents**7-ELEVEN FINANCIAL SERVICES BUSINESS****NOTES TO FINANCIAL STATEMENTS (Continued)**

The acquisition was accounted for under the purchase method. The purchase price included the acquisition of approximately 4,500 ATM machines (as well as approximately 1,000 warehoused units, the majority of which were sold by December 31, 2004) and the right to receive all future ATM transaction revenue generated through both these machines and the more than 1,000 Vcomtm machines owned by the Company before the acquisition. During the fourth quarter of 2004, the Company finalized the purchase price allocation and, as a result of this analysis, recorded goodwill of \$35.6 million representing the excess of purchase price over net assets acquired. Goodwill is not subject to amortization but has been reviewed for impairment as of December 31, 2005 and 2006 (see Note 1). There was no evidence of impairment in either test.

NOTE 6: Accrued Expenses and Other Liabilities

	December 31	
	2005	2006
	(dollars in thousands)	
		restated
Interest	\$ 81	\$ 79
Accrued advertising	390	432
Accrued rent	885	432
Deferred income	2,038	824
Settlement payables	41,180	65,808
Other	5,428	4,667
	\$ 50,002	\$ 72,242

Settlement payables represent amounts owed to Vcomtm partners for cash collected on transactions at the ATM and Vcomtm terminals. Amounts collected are generally paid to Vcomtm partners one to three days after the transaction has occurred. Other liabilities include monthly charges for cash management, replenishment and maintenance.

NOTE 7: Deferred Credits and Other Liabilities

	December 31	
	2005	2006
	(dollars in thousands)	
		restated
Deferred income taxes	\$ 13,489	\$ 11,096
Deferred income	5,423	1,908
	\$ 18,912	\$ 13,004

NOTE 8: Leases

Leases Certain equipment used in the Business is leased, generally for terms from three to 10 years. The present value of future minimum lease payments for capital lease obligations is reflected in the balance sheets as long-term debt. The amount representing imputed interest necessary to reduce net minimum lease payments to present value has been calculated generally at the Company's incremental borrowing rate at the inception of each lease.

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Table of Contents**7-ELEVEN FINANCIAL SERVICES BUSINESS****NOTES TO FINANCIAL STATEMENTS (Continued)**

In November 2002, the Company entered into a lease facility with a third-party institution that provided the Company with \$43.2 million in financing for Vcomtm equipment. The leases were accounted for as capital leases having a five-year lease term from the date of funding, which occurred on a monthly basis from December 2002 through June 2003. The leases bore interest at LIBOR plus 1.25%. Upon lease termination, whether prior to or at expiration of the five-year lease term, the Company was obligated to pay the lessor an amount equal to the original cost of the equipment financed less amortization to date plus accrued interest. Effective June 30, 2006, the facility was terminated and the capital lease assets were purchased by the Company.

Future minimum lease payments for years ending December 31 are as follows:

	Capital Leases	Operating Leases
	(dollars in thousands)	
2007	\$ 1,638	\$ 4,016
2008	1,048	3,965
2009	755	3,837
2010	233	225
Future minimum lease payments	3,674	\$ 12,043
Amount representing imputed interest	(309)	
Present value of future minimum lease payments	\$ 3,365	

Minimum lease payments are calculated in accordance with SFAS No. 13, as amended. The minimum lease payments include any base rent plus step increases and escalation clauses, any guarantee of residual value by the Company and any payments for failure to renew the lease. In the event the base rent is dependent upon an index or rate that can change over the term of the lease, the minimum lease payments are calculated using the rate or index in effect at the inception of the lease. Minimum lease payments do not include executory costs such as insurance, maintenance and taxes. Minimum lease payments for operating leases are recognized on a straight-line basis over the term of the lease.

Rent expense on operating leases totaled \$5.5 million, \$8.7 million and \$7.7 million for the years ended December 31, 2004, 2005 and 2006, respectively.

The maturities of the Company's non-cancelable capital lease obligations as of December 31, 2006, are as follows (dollars in thousands):

2007	\$ 1,465
2008	955
2009	716

2010

229

\$ 3,365

NOTE 9: Benefit Plans

Profit Sharing Plans The Business participates in all of the Company's benefit plans such as the Profit Sharing Plan (the Plan), which provides retirement benefits to eligible employees. Contributions to the Plan, which is a defined contribution plan, are made by both the participants and the Company. Effective January 1, 2006, the Plan was amended such that the Company's contribution to the Plan is based on a fixed percentage match of the participants contributions. In prior years, the Company contributed to the Plan an amount

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Table of Contents**7-ELEVEN FINANCIAL SERVICES BUSINESS****NOTES TO FINANCIAL STATEMENTS (Continued)**

determined at the discretion of the Company and allocated it to the participants based on their individual contributions and years of participation in the Plan. Of the Company's total contributions to the Plan, \$88,000, \$134,000 and \$44,000 were allocated to the Business for the years ended December 31, 2004, 2005 and 2006, respectively. These amounts are included in OSG&A expense in the accompanying statements of earnings.

NOTE 10: Commitments and Contingencies

Information Technology Under the terms of a contract with an information technology service provider, VFS and the Company were obligated to purchase \$9.5 million of information technology hardware and additional maintenance services in 2006. VFS is also required in years 2007 through 2010 to purchase all of its ATM or Vcom™ equipment from this provider for any new or existing 7-Eleven store for which there is not an existing ATM agreement in place and is obligated to purchase maintenance services. The Company met the threshold for information technology expenditures in 2006.

Under the terms of a contract with another information technology service provider, VFS and the Company are obligated to purchase the greater of \$300,000 per month or 60% of the average monthly charge for the immediately preceding six-month period in information technology services through December 31, 2009.

NOTE 11: Income Taxes

The provision for income tax expense on earnings in the accompanying statements of earnings consists of the following:

	Years Ended December 31		
	2004	2005	2006
	(dollars in thousands)		
		restated	restated
Current			
Federal	\$ (1,613)	\$ (118)	\$ 5,798
State	500	700	750
Subtotal	(1,113)	582	6,548
Deferred	1,815	2,454	228
Income tax expense on earnings	\$ 702	\$ 3,036	\$ 6,776

Reconciliations of income tax expense on earnings at the federal statutory rate to the Company's actual income tax expense are provided as follows:

Years Ended December 31

	2004	2005	2006
	(dollars in thousands)		
		restated	restated
Tax expense at federal statutory rate	\$ 635	\$ 2,753	\$ 6,144
State income tax expense, net of federal income tax benefit	67	283	632
	\$ 702	\$ 3,036	\$ 6,776

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Table of Contents**7-ELEVEN FINANCIAL SERVICES BUSINESS****NOTES TO FINANCIAL STATEMENTS (Continued)**

Significant components of the Company's deferred tax assets and liabilities are as follows:

	December 31	
	2005	2006
	(dollars in thousands)	
		restated
Deferred tax assets		
Property and equipment	\$ 3,544	\$ 924
Deferred tax liabilities		
Property and equipment	(12,178)	(9,925)
Intangible assets and other	(1,311)	(1,171)
Subtotal	(13,489)	(11,096)
Net deferred tax liability	\$ (9,945)	\$ (10,172)
Deferred taxes consist of the following:		
Current deferred tax assets	\$ 3,544	\$ 924
Noncurrent deferred tax liabilities	(13,489)	(11,096)
Net deferred tax liability	\$ (9,945)	\$ (10,172)

NOTE 12: Recently Issued Accounting Standards

Effective January 1, 2007, the Company will adopt the provisions of FASB Interpretation No. 48, Accounting for Uncertainty in Income Taxes (FIN 48), which clarifies the accounting for uncertainty in income taxes recognized in an entity's financial statements in accordance with FASB Statement No. 109, Accounting for Income Taxes. FIN 48 requires that an entity recognize the benefit of a tax position only when it is more likely than not, based on the position's technical merits, that the position would be sustained upon examination by the appropriate taxing authorities. The tax benefit is measured as the largest benefit that is more than 50% likely of being realized upon final settlement with the taxing authorities. The Company is currently evaluating the impact of adopting FIN 48 and anticipates that its adoption will not have a material impact on the results of operations or financial position of the Business.

As of December 31, 2006, the Company adopted the provisions of SFAS No. 158, Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans, on a prospective basis. SFAS No. 158, which was issued in September 2006, requires the Company to recognize the funded status of its Executive Protection Plan as an asset or liability in its consolidated balance sheet. The Company is also required to recognize as a component of other comprehensive earnings the changes in funded status that occurred during the year that are not recognized as part of net periodic benefit cost. The adoption of SFAS No. 158 did not impact the Company's results of operations for the year ended December 31, 2006.

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ANNEX A

LETTER OF TRANSMITTAL

To Tender

Outstanding 9.250% Senior Subordinated Notes due 2013 Series B
of
CARDTRONICS, INC.
Pursuant to the Exchange Offer and Prospectus dated , 2008

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 A.M. MIDNIGHT, NEW YORK CITY TIME, ON , 2008 (THE EXPIRATION DATE), UNLESS THE EXCHANGE OFFER IS EXTENDED BY THE COMPANY.

The Exchange Agent for the Exchange Offer is:

Wells Fargo Bank, National Association

Attention: Corporate Trust Operations

Sixth and Marquette

MAC N9303-121

Minneapolis, MN 55479

Telephone: (800) 344-5128

Facsimile: (612) 667-6282

IF YOU WISH TO EXCHANGE CURRENTLY OUTSTANDING 9.250% SENIOR SUBORDINATED NOTES DUE 2013 SERIES B FOR AN EQUAL AGGREGATE PRINCIPAL AMOUNT OF NEW 9.250% SENIOR SUBORDINATED NOTES DUE 2013 SERIES B PURSUANT TO THE EXCHANGE OFFER, YOU MUST VALIDLY TENDER (AND NOT WITHDRAW) OUTSTANDING NOTES TO THE EXCHANGE AGENT PRIOR TO 12:00 A.M. MIDNIGHT, NEW YORK CITY TIME, ON THE EXPIRATION DATE BY CAUSING AN AGENT S MESSAGE TO BE RECEIVED BY THE EXCHANGE AGENT PRIOR TO SUCH TIME.

The undersigned hereby acknowledges receipt of the Prospectus, dated , 2008 (the Prospectus), of Cardtronics, Inc., a Delaware corporation (the Company), and this Letter of Transmittal (the Letter of Transmittal), which together describe the Company s offer (the Exchange Offer) to exchange its 9.250% Senior Subordinated Notes due 2013 Series B (the New Notes) that have been registered under the Securities Act of 1933, as amended (the Securities Act), for a like principal amount of its issued and outstanding 9.250% Senior Subordinated Notes due 2013 Series B (the Outstanding Notes). Capitalized terms used but not defined herein have the respective meaning given to them in the Prospectus.

The Company reserves the right, at any time or from time to time, to extend the Exchange Offer at its discretion, in which event the term Expiration Date shall mean the latest date to which the Exchange Offer is extended. The Company shall notify the Exchange Agent by oral or written notice and each registered holder of the Outstanding Notes of any extension by press release prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date.

This Letter of Transmittal is to be used by holders of the Outstanding Notes. Tender of Outstanding Notes is to be made according to the Automated Tender Offer Program (ATOP) of the Depository Trust Company (DTC) pursuant

to the procedures set forth in the prospectus under the caption "The Exchange Offer Procedures for Tendering." DTC participants that are accepting the Exchange Offer must transmit their

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acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's DTC account. DTC will then send a computer generated message known as an agent's message to the exchange agent for its acceptance. For you to validly tender your Outstanding Notes in the Exchange Offer, the Exchange Agent must receive, prior to the Expiration Date, an agent's message under the ATOP procedures that confirms that:

DTC has received your instructions to tender your Outstanding Notes; and

You agree to be bound by the terms of this Letter of Transmittal.

By using the ATOP procedures to tender outstanding notes, you will not be required to deliver this Letter of Transmittal to the Exchange Agent. However, you will be bound by its terms, and you will be deemed to have made the acknowledgments and the representations and warranties it contains, just as if you had signed it.

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PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

1. By tendering Outstanding Notes in the Exchange Offer, you acknowledge receipt of the Prospectus and this Letter of Transmittal.
2. By tendering Outstanding Notes in the Exchange Offer, you represent and warrant that you have full authority to tender the Outstanding Notes described above and will, upon request, execute and deliver any additional documents deemed by the Company to be necessary or desirable to complete the tender of Outstanding Notes.
3. You understand that the tender of the Outstanding Notes pursuant to all of the procedures set forth in the Prospectus will constitute an agreement between and the Company as to the terms and conditions set forth in the Prospectus.
4. By tendering Outstanding Notes in the Exchange Offer, you acknowledge that the Exchange Offer is being made in reliance upon interpretations contained in no-action letters issued to third parties by the staff of the Securities and Exchange Commission (the "SEC"), including Exxon Capital Holdings Corp., SEC No-Action Letter (available April 13, 1989), Morgan Stanley & Co., Inc., SEC No-Action Letter (available June 5, 1991) and Shearman & Sterling, SEC No-Action Letter (available July 2, 1993), that the New Notes issued in exchange for the Outstanding Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by holders thereof (other than a broker-dealer who purchased Outstanding Notes exchanged for such New Notes directly from the Company to resell pursuant to Rule 144A or any other available exemption under the Securities Act of 1933, as amended (the "Securities Act") and any such holder that is an affiliate of the Company within the meaning of Rule 405 under the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holders' business and such holders are not participating in, and have no arrangement with any person to participate in, the distribution of such New Notes.
5. By tendering Outstanding Notes in the Exchange Offer, you represent and warrant that:
 - a. the New Notes acquired pursuant to the Exchange Offer are being obtained in the ordinary course of your business, whether or not you are the holder;
 - b. neither you nor any such other person is engaging in or intends to engage in a distribution of such New Notes;
 - c. neither you nor any such other person has an arrangement or understanding with any person to participate in the distribution of such New Notes; and
 - d. neither the holder nor any such other person is an affiliate, as such term is defined under Rule 405 promulgated under the Securities Act, of the Company.
6. You may, if you are unable to make all of the representations and warranties contained in Item 5 above and as otherwise permitted in the Registration Rights Agreement (as defined below), elect to have your Outstanding Notes registered in the shelf registration statement described in the Registration Rights Agreement, dated as of July 20, 2007 (the "Registration Rights Agreement"), by and among the Company, the Guarantors (as defined therein) and the Initial Purchasers (as defined therein). Such election may be made only by notifying the Company in writing at 3110 Hayes Road, Suite 300, Houston, Texas 77082, Attention: Chief Financial Officer. By making such election, you agree, as a holder of Outstanding Notes participating in a shelf registration, to indemnify and hold harmless the Company, each of the directors of the Company, each of the officers of the Company who signs such shelf registration statement, each

person who controls the Company within the meaning of either the Securities Act or the Securities Exchange Act of 1934, as amended (the Exchange Act), and each other holder of Outstanding Notes, from and against any and all losses, claims, damages or liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in any shelf registration statement or prospectus, or in any supplement thereto or amendment thereof, or caused by the omission or alleged omission to state therein a material fact required to be stated

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therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; but only with respect to information relating to the undersigned furnished in writing by or on behalf of the undersigned expressly for use in a shelf registration statement, a prospectus or any amendments or supplements thereto. Any such indemnification shall be governed by the terms and subject to the conditions set forth in the Registration Rights Agreement, including, without limitation, the provisions regarding notice, retention of counsel, contribution and payment of expenses set forth therein. The above summary of the indemnification provision of the Registration Rights Agreement is not intended to be exhaustive and is qualified in its entirety by the Registration Rights Agreement.

7. If you are a broker-dealer that will receive New Notes for its own account in exchange for Outstanding Notes that were acquired as a result of market-making activities or other trading activities, you acknowledge, by tendering Outstanding Notes in the Exchange Offer, that you will deliver a prospectus in connection with any resale of such New Notes; however, by so acknowledging and by delivering a prospectus, you will not be deemed to admit that you are an underwriter within the meaning of the Securities Act. If you are a broker-dealer and Outstanding Notes held for your own account were not acquired as a result of market-making or other trading activities, such Outstanding Notes cannot be exchanged pursuant to the Exchange Offer.

8. Any of your obligations hereunder shall be binding upon your successors, assigns, executors, administrators, trustees in bankruptcy and legal and personal representatives of the undersigned.

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INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. Book-Entry Confirmations.

Any confirmation of a book-entry transfer to the Exchange Agent's account at DTC of Outstanding Notes tendered by book-entry transfer (a Book-Entry Confirmation), as well as an agent's message, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein prior to 12:00 A.M. midnight, New York City time, on the Expiration Date.

2. Partial Tenders.

Tenders of Outstanding Notes will be accepted only in integral multiples of \$1,000. **The entire principal amount of Outstanding Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise communicated to the Exchange Agent. If the entire principal amount of all Outstanding Notes is not tendered, then Outstanding Notes for the principal amount of Outstanding Notes not tendered and Notes issued in exchange for any Outstanding Notes accepted will be delivered to the holder via the facilities of DTC promptly after the Outstanding Notes are accepted for exchange.**

3. Validity of Tenders.

All questions as to the validity, form, eligibility (including time of receipt), acceptance, and withdrawal of tendered Outstanding Notes will be determined by the Company, in its sole discretion, which determination will be final and binding. The Company reserves the absolute right to reject any or all tenders not in proper form or the acceptance for exchange of which may, in the opinion of counsel for the Company, be unlawful. The Company also reserves the absolute right to waive any of the conditions of the Exchange Offer or any defect or irregularity in the tender of any Outstanding Notes. The Company's interpretation of the terms and conditions of the Exchange Offer (including the instructions on this Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Outstanding Notes must be cured within such time as the Company shall determine. Although the Company intends to notify holders of defects or irregularities with respect to tenders of Outstanding Notes, neither the Company, the Exchange Agent, nor any other person shall be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give such notification. Tenders of Outstanding Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Outstanding Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holders via the facilities of DTC, as soon as practicable following the Expiration Date.

4. Waiver of Conditions.

The Company reserves the absolute right to waive, in whole or part, any of the conditions to the Exchange Offer set forth in the Prospectus or in this Letter of Transmittal.

5. No Conditional Tender.

No alternative, conditional, irregular or contingent tender of Outstanding Notes will be accepted.

6. Request for Assistance or Additional Copies.

Requests for assistance or for additional copies of the Prospectus or this Letter of Transmittal may be directed to the Exchange Agent at the address or telephone number set forth on the cover page of this Letter of Transmittal. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

7. Withdrawal.

Tenders may be withdrawn only pursuant to the limited withdrawal rights set forth in the Prospectus under the caption Exchange Offer Withdrawal of Tenders.

8. No Guarantee of Late Delivery.

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There is no procedure for guarantee of late delivery in the Exchange Offer.

IMPORTANT: By using the ATOP procedures to tender outstanding notes, you will not be required to deliver this Letter of Transmittal to the Exchange Agent. However, you will be bound by its terms, and you will be deemed to have made the acknowledgments and the representations and warranties it contains, just as if you had signed it.

Until _____, 2008, all dealers that effect transactions in the new notes, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. *Indemnification Of Officers And Directors*

Cardtronics, Inc. and certain subsidiaries

Cardtronics, Inc. (the Company) is a Delaware Corporation. Section 145(a) of the General Corporation Law of the State of Delaware (the DGCL) provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no cause to believe his conduct was unlawful.

Section 145(b) of the DGCL provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, including attorneys fees actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted under similar standards set forth above, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that a court of appropriate jurisdiction in which such action or suit was brought shall determine that despite the adjudication of liability, such person is fairly and reasonably entitled to be indemnified for such expenses which such court shall deem proper.

Article VI of the Company s Second Amended and Restated Bylaws provides that the Company shall indemnify and hold harmless its directors threatened to be or made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was a director of the Company, whether the basis of such a proceeding is alleged action in such person s official capacity or in another capacity while holding such office, to the fullest extent authorized by the DGCL or any other applicable law, against all expense, liability and loss actually and reasonably incurred or suffered by such person in connection with such proceeding, provided, however, that the Company shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors. Such indemnification shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity thereunder and shall inure to the benefit of his or her heirs, executors and administrators. As permitted by the DGCL, Article VI of the Second Amended and Restated Bylaws also contains certain provisions designed to facilitate receipt of such benefits by any such persons, including the prepayment of any such benefit, and provides that the rights conferred by the Second Amended and Restated Bylaws are not exclusive.

Section 102(b)(7) of the DGCL provides that a Delaware corporation may, with certain limitations, set forth in its certificate of incorporation a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of a fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director (i) for any breach of the director s duty of loyalty to the registrant or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the director derived an

improper personal benefit. The effect of this provision is to eliminate the Company's rights, and its stockholders' rights, to recover monetary damages against a director for breach of a fiduciary duty of care as a director, except to the extent otherwise required by the DGCL. This

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provision does not limit or eliminate the Company's right, or the right of any stockholder, to seek non-monetary relief, such as an injunction or rescission in the event of a breach of a director's duty of care. Article VI of the Company's Third Amended and Restated Certificate of Incorporation includes such a provision. In addition, Article VI provides that, if the DGCL is amended to authorize the further elimination or limitation of the liability of a director, then the liability of the directors will be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. These provisions will not alter the liability of directors under federal or state securities laws.

Section 145(g) of the DGCL provides that a Delaware corporation has the power to purchase and maintain insurance on behalf of any director, officer, employee or other agent of the corporation or, if serving in such capacity at the request of the corporation, of another enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation has the power to indemnify such person against such liability under the DGCL. The Company has entered into indemnification agreements with each of its directors and key officers. These indemnification agreements provide that the Company will indemnify its directors and officers to the fullest extent permitted by law for liabilities they may incur because of their status as directors and officers. These agreements also provide that the Company will advance expenses to its directors and officers relating to claims for which they may be entitled to indemnification. These indemnification agreements also provide that the Company will maintain directors' and officers' liability insurance.

Each of Cardtronics GP, Inc. and Cardtronics LP, Inc. has identical provisions under their respective certificates of incorporation and bylaws. Each of Cardtronics GP, Inc and Cardtronics LP, Inc. are incorporated within the state of Delaware and, therefore, the provisions listed above with respect to the Company apply to each.

Table of Contents**Item 21. Exhibits and Financial Statement Schedules**

(a) *Exhibits.* The following exhibits are filed herewith pursuant to the requirements of Item 601 of Regulation S-K:

Exhibit Number	Description
1.1	Underwriting Agreement (incorporated herein by reference to Exhibit 1.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on December 14, 2007, Registration No. 001-33864).
2.1	Share Sale and Purchase Agreement between Bank Machine (Holdings) Limited and Cardtronics Limited, dated effective as of May 17, 2005 (incorporated herein by reference to Exhibit 2.1 of the Amendment No. 1 to Registration Statement on Form S-4/A, filed by Cardtronics, Inc. on July 10, 2006, Registration No. 333-131199).
2.2	Purchase and Sale Agreement Between E*TRADE Access, Inc., E*TRADE Bank, Cardtronics, LP and Cardtronics, Inc., dated effective as of June 2, 2004 (incorporated herein by reference to Exhibit 2.2 of the Amendment No. 1 to Registration Statement on Form S-4/A, filed by Cardtronics, Inc. on July 10, 2006, Registration No. 333-131199).
2.3	Purchase and Sale Agreement, dated as of July 20, 2007, by and between Cardtronics, LP and 7-Eleven, Inc. (incorporated herein by reference to Exhibit 10.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on July 26, 2007 Registration No. 333-113470).
3.1	Third Amended and Restated Certificate of Incorporation of Cardtronics, Inc. (incorporated herein by reference to Exhibit 3.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on December 14, 2007, Registration No. 001-33864).
3.2	Second Amended and Restated Bylaws of Cardtronics, Inc. (incorporated herein by reference to Exhibit 3.2 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on December 14, 2007, Registration No. 001-33864).
4.1	Indenture dated as of July 20, 2007 among Cardtronics, Inc., the Subsidiary Guarantors party thereto, and Wells Fargo Bank, N.A. as Trustee (incorporated herein by reference to Exhibit 4.1 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on August 14, 2007, Registration No. 333-113470).
4.2	Form of Senior Subordinated Note (incorporated by reference to Exhibit A to Exhibit 4.1 hereto).
4.3	Registration Rights Agreement dated as of July 20, 2007 among Cardtronics, Inc., the Guarantors named therein, Banc of America Securities LLC and BNP Paribas Securities Corp. (incorporated herein by reference to Exhibit 4.2 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on August 14, 2007, Registration No. 333-113470).
4.4	Supplemental Indenture dated as of June 22, 2007 among Cardtronics Holdings, LLC and Wells Fargo Bank, N.A. as Trustee (incorporated herein by reference to Exhibit 4.3 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on August 14, 2007, Registration No. 333-113470).
4.5	Indenture dated as of August 12, 2005 by and among Cardtronics, Inc., the Subsidiary Guarantors party thereto and Wells Fargo Bank, NA as Trustee (incorporated herein by reference to Exhibit 4.1 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
4.6	Form of Senior Subordinated Note (incorporated by reference to Exhibit A to Exhibit 4.5 hereto).
4.7	Supplemental Indenture dated as of December 22, 2005 among ATM National, LLC and Wells Fargo Bank, N.A. as Trustee (incorporated herein by reference to Exhibit 4.4 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on August 14, 2007, Registration No. 333-113470).
5.1**	Opinion of Vinson and Elkins L.L.P.
10.1	ATM Cash Services Agreement between Bank of America and Cardtronics, LP, dated effective as of August 2, 2004 (incorporated herein by reference to Exhibit 10.1 of the Amendment No. 2 to

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Registration Statement on Form S-4/A, filed by Cardtronics, Inc. on August 25, 2006, Registration No. 333-131199).

- 10.2 Amendment No. 1 to ATM Cash Services Agreement, dated August 2, 2004 (incorporated herein by reference to Exhibit 10.25 of the Amendment No. 2 to Registration Statement on Form S-4/A, filed by Cardtronics, Inc. on August 25, 2006, Registration No. 333-131199).

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Exhibit Number	Description
10.3	Amendment No. 2 to ATM Cash Services Agreement, dated February 9, 2006 (incorporated herein by reference to Exhibit 10.26 of the Amendment No. 2 to Registration Statement on Form S-4/A, filed by Cardtronics, Inc. on August 25, 2006, Registration No. 333-131199).
10.4	Third Amended and Restated First Lien Credit Agreement, dated as of May 17, 2005, by and among Cardtronics, Inc., the Subsidiary Guarantors party thereto, Bank of America, N.A., BNP Paribas, and the other Lenders parties thereto (incorporated herein by reference to Exhibit 10.2 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.5	Amendment No. 1 to Credit Agreement, dated as of July 6, 2005 (incorporated herein by reference to Exhibit 10.3 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.6	Amendment No. 2 to Credit Agreement, dated as of August 5, 2005 (incorporated herein by reference to Exhibit 10.4 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.7	Amendment No. 3 to Credit Agreement, dated as of November 17, 2005 (incorporated herein by reference to Exhibit 10.5 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.8	Amendment No. 4 to Credit Agreement, dated as of February 14, 2006 (incorporated herein by reference to Exhibit 10.28 of the Annual Report on Form 10-K, filed by Cardtronics, Inc. filed on April 2, 2007, Registration No. 333-113470).
10.9	Amendment No. 5 to Credit Agreement, dated as of September 29, 2006 (incorporated herein by reference to Exhibit 10.29 of the Registration Statement on Form S-1, filed by Cardtronics, Inc. on September 7, 2007, Registration No. 333-145929).
10.10	Amendment No. 6 to Credit Agreement, dated as of May 3, 2007 (incorporated herein by reference to Exhibit 10.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on May 9, 2007, Registration No. 333-113470).
10.11	Amendment No. 7 to Credit Agreement, dated as of July 18, 2007 (incorporated herein by reference to Exhibit 10.2 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on August 14, 2007, Registration No. 333-113470).
10.12	Amendment No. 8 to Credit Agreement, dated as of March 19, 2008 (incorporated herein by reference to Exhibit 10.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on March 25, 2008, Registration No. 001-33864).
10.13	Employment Agreement between Cardtronics, LP and Jack M. Antonini, dated effective as of January 30, 2003 (incorporated by reference to Exhibit 10.10 of the Registration Statement on Form S-1, filed by Cardtronics, Inc. on March 10, 2004, Registration No. 333-113470).
10.14	First Amendment to Employment Agreement between Cardtronics, LP and Jack M. Antonini, dated effective as of February 4, 2004 (incorporated by reference to Exhibit 10.11 of the Registration Statement on Form S-1, filed by Cardtronics, Inc. on March 10, 2004, Registration No. 333-113470).
10.15	Second Amendment to Employment Agreement between Cardtronics, LP and Jack M. Antonini, dated effective as of January 1, 2005 (incorporated herein by reference to Exhibit 10.8 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.16	Restricted Stock Agreement, dated as of February 4, 2004 between Cardtronics, Inc. and Jack M. Antonini (incorporated herein by reference to Exhibit 10.9 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.17	First Amendment to Restricted Stock Agreement, dated as of March 1, 2004, between Cardtronics, Inc. and Jack M. Antonini (incorporated herein by reference to Exhibit 10.10 of the Registration Statement on

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Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).

- 10.18 Second Amendment to Restricted Stock Agreement, dated as of February 10, 2005, between Cardtronics, Inc. and Jack M. Antonini (incorporated herein by reference to Exhibit 10.11 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).

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Exhibit Number	Description
10.19	Employment Agreement between Cardtronics, LP and Michael H. Clinard, dated effective as of June 4, 2001 (incorporated by reference to Exhibit 10.12 of the Registration Statement on Form S-1 filed by Cardtronics, Inc. on March 10, 2004).
10.20	First Amendment to Employment Agreement between Cardtronics, LP and Michael H. Clinard, dated effective as of January 1, 2005 (incorporated herein by reference to Exhibit 10.13 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.21	Employment Agreement between Cardtronics, LP and Thomas E. Upton, dated effective as of June 1, 2001 (incorporated by reference to Exhibit 10.13 of the Registration Statement on Form S-1, filed by Cardtronics, Inc. on March 10, 2004, Registration No. 333-113470).
10.22	First Amendment to Employment Agreement between Cardtronics, LP and Thomas E. Upton, dated effective as of January 1, 2005 (incorporated herein by reference to Exhibit 10.15 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.23	Employment Agreement between Cardtronics, LP and J. Chris Brewster, dated effective as of March 31, 2004 (incorporated by reference to Exhibit 10.14 of the Registration Statement on Form S-1/A, filed by Cardtronics, Inc. on May 14, 2004, Registration No. 333-113470).
10.24	First Amendment to Employment Agreement between Cardtronics, LP and J. Chris Brewster, dated effective as of January 1, 2005 (incorporated herein by reference to Exhibit 10.17 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.25	Employment Agreement between Cardtronics, LP, Cardtronics, Inc. and Drew Soinski, dated effective as of July 12, 2005 (incorporated herein by reference to Exhibit 10.18 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.26**	Employment Agreement between Cardtronics, LP, Cardtronics, Inc., and Rick Updyke, dated effective as of July 20, 2007.
10.27	Amended and Restated Service Agreement between Bank Machine Limited and Ron Delnevo, dated effective as of May 17, 2005 (incorporated herein by reference to Exhibit 10.19 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.28	Bonus Agreement between Bank Machine Limited and Ron Delnevo, dated effective as of May 17, 2005 (incorporated herein by reference to Exhibit 10.20 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.29	2001 Stock Incentive Plan of Cardtronics Group, Inc., dated effective as of June 4, 2001 (incorporated herein by reference to Exhibit 10.21 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.30	Amendment No. 1 to the 2001 Stock Incentive Plan of Cardtronics Group, Inc., dated effective as of January 30, 2004 (incorporated herein by reference to Exhibit 10.22 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.31	Amendment No. 2 to the 2001 Stock Incentive Plan of Cardtronics Group, Inc., dated effective as of June 23, 2004 (incorporated herein by reference to Exhibit 10.23 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.32	Amendment No. 3 to the 2001 Stock Incentive Plan of Cardtronics Group, Inc. dated effective as of May 9, 2006 (incorporated herein by reference to Exhibit 10.38 of Post-effective Amendment No. 1 to the Registration Statement on Form S-1, filed by Cardtronics, Inc. on December 10, 2007, Registration No. 333-145929).
10.33	Amendment No. 4 to the 2001 Stock Incentive Plan of Cardtronics Group, Inc. dated effective as of August 22, 2007 (incorporated herein by reference to Exhibit 10.39 of Post-effective Amendment No. 1 to the Registration Statement on Form S-1, filed by Cardtronics, Inc. on December 10, 2007,

- 10.34 Registration No. 333-145929).
Amendment No. 5 to the 2001 Stock Incentive Plan of Cardtronics Group, Inc. dated effective as of November 26, 2007 (incorporated herein by reference to Exhibit 10.40 of Post-effective Amendment No. 1 to the Registration Statement on Form S-1 filed on December 10, 2007, Registration No. 333-145929).

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Exhibit Number	Description
10.35	Form of Director Indemnification Agreement entered into by and between Cardtronics, Inc. and each of its directors, dated as of February 10, 2005 (incorporated herein by reference to Exhibit 10.24 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.36	Vault Cash Agreement, dated as of July 20, 2007, by and between Cardtronics, Inc. and Wells Fargo, N.A. (incorporated herein by reference to Exhibit 10.1 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on November 8, 2007, Registration No. 333-113470).
10.37	Placement Agreement, dated as of July 20, 2007, by and between Cardtronics, Inc. and 7-Eleven, Inc. (incorporated herein by reference to Exhibit 10.2 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on November 8, 2007, Registration No. 333-113470).
10.38	Cardtronics, Inc. 2007 Stock Incentive Plan (incorporated by reference to Exhibit 10.3 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on November 8, 2007, Registration No. 333-113470).
10.39	First Amended and Restated Investors Agreement, dated as of February 10, 2005, by and among Cardtronics, Inc. and certain securityholders thereof. (incorporated herein by reference to Exhibit 10.35 of the Registration Statement on Form S-1, filed by Cardtronics, Inc. on December 11, 2007, Registration No. 333-145929).
10.40	First Amendment to First Amended and Restated Investors Agreement, dated as of May 17, 2005, by and among Cardtronics, Inc. and certain securityholders thereof (incorporated herein by reference to Exhibit 10.36 of the Registration Statement on Form S-1, filed by Cardtronics, Inc. on December 11, 2007, Registration No. 333-145929).
10.41	Second Amendment to First Amended and Restated Investors Agreement, dated as of November 26, 2007, by and among Cardtronics, Inc. and certain securityholders thereof. (incorporated herein by reference to Exhibit 10.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on December 14, 2007, Registration No. 001-33864).
10.42**	2007 Bonus Plan of Cardtronics, Inc., effective as of January 1, 2007.
10.43	2008 Executive Performance Bonus Plan (incorporated herein by reference to Exhibit 99.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on May 1, 2008, Registration No. 001-33864).
12.1*	Computation of Ratio of Earnings to Fixed Charges
14.1	Cardtronics, Inc. Code of Business Conduct and Ethics Approved by the Board of Directors on November 26, 2007 (incorporated herein by reference to Exhibit 14.1 of the Annual Report on Form 10-K, filed by Cardtronics, Inc. on March 31, 2008, Registration No. 001-33864).
14.2	Cardtronics, Inc. Financial Code of Ethics (adopted as of November 26, 2007) (incorporated herein by reference to Exhibit 14.2 of the Annual Report on Form 10-K, filed by Cardtronics, Inc. on March 31, 2008, Registration No. 001-33864).
21.1**	Subsidiaries of Cardtronics, Inc.
23.1*	Consent of Independent Registered Public Accounting Firm KPMG LLP.
23.2*	Consent of Independent Accountants PricewaterhouseCoopers LLP.
23.3**	Consent of Vinson and Elkins L.L.P. (Contained in Exhibit 5.1).
24.1**	Power of Attorney.
25.1*	Form T-1 of Wells Fargo Bank, N.A.

* Filed herewith.

** Filed previously.

Management contract or compensatory plan or arrangement.

(b) *Financial Statement Schedules.* All schedules are omitted because the required information is inapplicable or the information is presented in the Consolidated Financial Statements and the related notes.

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Item 22. *Undertakings*

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of any Registrant, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by any Registrant of expenses incurred or paid by a director, officer or controlling person of such Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, such Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Each registrant hereby undertakes

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(a) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(b) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement;

(c) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; and

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, if the registrants are subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrants under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the

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following communications, the undersigned registrants will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (a) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;
 - (b) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;
 - (c) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of the undersigned registrants; and
 - (d) any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.
- (6) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.
- (7) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in this Registration Statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cardtronics, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 30, 2008.

CARDTRONICS, INC.

By: /s/ Jack Antonini
Name: Jack Antonini
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on May 30, 2008.

Signature	Title
/s/ Jack Antonini Jack Antonini	President and Chief Executive Officer (Principal Executive Officer)
/s/ J. Chris Brewster J. Chris Brewster	Chief Financial Officer (Principal Financial and Accounting Officer)
*	Director and Chairman of the Board of Directors
Fred R. Lummis *	Director
Tim Arnoult *	Director
Robert P. Barone *	Director
Jorge M. Diaz *	Director
Dennis F. Lynch	

*

Director

Michael A.R. Wilson

*By: /s/ Jack Antonini

Jack Antonini
Attorney-in-fact

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cardtronics GP, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 30, 2008.

CARDTRONICS GP, INC.

By: /s/ Jack Antonini

Name: Jack Antonini

Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on May 30, 2008.

Signature	Title
/s/ Jack Antonini	Director, President and Chief Executive Officer (Principal Executive Officer)
Jack Antonini	
/s/ J. Chris Brewster	Chief Financial Officer (Principal Financial and Accounting Officer)
J. Chris Brewster	
*	Director and Chairman of the Board of Directors
Fred R. Lummis	

* By: /s/ Jack Antonini

Jack Antonini
Attorney-in-fact

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cardtronics LP, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 30, 2008.

CARDTRONICS LP, INC.

By: /s/ Jack Antonini
Name: Jack Antonini
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on May 30, 2008.

Signature	Title
/s/ Jack Antonini Jack Antonini	President and Director (Principal Executive Officer)
/s/ J. Chris Brewster J. Chris Brewster	Chief Financial Officer (Principal Financial and Accounting Officer)
*	Director
Fred R. Lummis	

* By: /s/ Jack Antonini
Jack Antonini
Attorney-in-fact

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cardtronics Holdings, LLC certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 30, 2008.

CARDTRONICS HOLDINGS, LLC

Name: Jack Antonini
By: /s/ Jack Antonini
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on May 30, 2008.

Signature	Title
/s/ Jack Antonini Jack Antonini	President and Manager (Principal Executive Officer)
/s/ J. Chris Brewster J. Chris Brewster	Chief Financial Officer (Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, ATM National, LLC certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 30, 2008.

ATM NATIONAL, LLC

By: *

Name: Benjamin President
Psillas
Title:

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on May 30, 2008.

Signature

Title

*

Benjamin Psillas

President
(Principal Executive Officer)

/s/ J. Chris Brewster

J. Chris Brewster

Chief Financial Officer
(Principal Financial and Accounting Officer)

*

Keith Myers

Chairman

* By: /s/ Jack Antonini

Jack Antonini
Attorney-in-fact

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, ATM Ventures, LLC certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 30, 2008.

ATM VENTURES, LLC

Name: Jack Antonini
By: /s/ Jack Antonini
Title: President

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons in the capacities and on May 30, 2008.

Signature	Title
/s/ Jack Antonini Jack Antonini	President and Manager (Principal Executive Officer)
/s/ J. Chris Brewster J. Chris Brewster	Chief Financial Officer (Principal Financial and Accounting Officer)

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Cardtronics, LP certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 30, 2008.

CARDTRONICS, LP

its General Partner

By Cardtronics GP, Inc.

Name: Jack Antonini

By: /s/ Jack Antonini

Title: President

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Table of Contents**Index to Exhibits**

Exhibit Number	Description
1.1	Underwriting Agreement (incorporated herein by reference to Exhibit 1.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on December 14, 2007, Registration No. 001-33864).
2.1	Share Sale and Purchase Agreement between Bank Machine (Holdings) Limited and Cardtronics Limited, dated effective as of May 17, 2005 (incorporated herein by reference to Exhibit 2.1 of the Amendment No. 1 to Registration Statement on Form S-4/A, filed by Cardtronics, Inc. on July 10, 2006, Registration No. 333-131199).
2.2	Purchase and Sale Agreement Between E*TRADE Access, Inc., E*TRADE Bank, Cardtronics, LP and Cardtronics, Inc., dated effective as of June 2, 2004 (incorporated herein by reference to Exhibit 2.2 of the Amendment No. 1 to Registration Statement on Form S-4/A, filed by Cardtronics, Inc. on July 10, 2006, Registration No. 333-131199).
2.3	Purchase and Sale Agreement, dated as of July 20, 2007, by and between Cardtronics, LP and 7-Eleven, Inc. (incorporated herein by reference to Exhibit 10.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on July 26, 2007 Registration No. 333-113470).
3.1	Third Amended and Restated Certificate of Incorporation of Cardtronics, Inc. (incorporated herein by reference to Exhibit 3.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on December 14, 2007, Registration No. 001-33864).
3.2	Second Amended and Restated Bylaws of Cardtronics, Inc. (incorporated herein by reference to Exhibit 3.2 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on December 14, 2007, Registration No. 001-33864).
4.1	Indenture dated as of July 20, 2007 among Cardtronics, Inc., the Subsidiary Guarantors party thereto, and Wells Fargo Bank, N.A. as Trustee (incorporated herein by reference to Exhibit 4.1 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on August 14, 2007, Registration No. 333-113470).
4.2	Form of Senior Subordinated Note (incorporated by reference to Exhibit A to Exhibit 4.1 hereto).
4.3	Registration Rights Agreement dated as of July 20, 2007 among Cardtronics, Inc., the Guarantors named therein, Banc of America Securities LLC and BNP Paribas Securities Corp. (incorporated herein by reference to Exhibit 4.2 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on August 14, 2007, Registration No. 333-113470).
4.4	Supplemental Indenture dated as of June 22, 2007 among Cardtronics Holdings, LLC and Wells Fargo Bank, N.A. as Trustee (incorporated herein by reference to Exhibit 4.3 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on August 14, 2007, Registration No. 333-113470).
4.5	Indenture dated as of August 12, 2005 by and among Cardtronics, Inc., the Subsidiary Guarantors party thereto and Wells Fargo Bank, NA as Trustee (incorporated herein by reference to Exhibit 4.1 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
4.6	Form of Senior Subordinated Note (incorporated by reference to Exhibit A to Exhibit 4.5 hereto).
4.7	Supplemental Indenture dated as of December 22, 2005 among ATM National, LLC and Wells Fargo Bank, N.A. as Trustee (incorporated herein by reference to Exhibit 4.4 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on August 14, 2007, Registration No. 333-113470).
5.1**	Opinion of Vinson and Elkins L.L.P.
10.1	ATM Cash Services Agreement between Bank of America and Cardtronics, LP, dated effective as of August 2, 2004 (incorporated herein by reference to Exhibit 10.1 of the Amendment No. 2 to Registration Statement on Form S-4/A, filed by Cardtronics, Inc. on August 25, 2006, Registration No. 333-131199).

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- 10.2 Amendment No. 1 to ATM Cash Services Agreement, dated August 2, 2004 (incorporated herein by reference to Exhibit 10.25 of the Amendment No. 2 to Registration Statement on Form S-4/A, filed by Cardtronics, Inc. on August 25, 2006, Registration No. 333-131199).
- 10.3 Amendment No. 2 to ATM Cash Services Agreement, dated February 9, 2006 (incorporated herein by reference to Exhibit 10.26 of the Amendment No. 2 to Registration Statement on Form S-4/A, filed by Cardtronics, Inc. on August 25, 2006, Registration No. 333-131199).

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Exhibit Number	Description
10.4	Third Amended and Restated First Lien Credit Agreement, dated as of May 17, 2005, by and among Cardtronics, Inc., the Subsidiary Guarantors party thereto, Bank of America, N.A., BNP Paribas, and the other Lenders parties thereto (incorporated herein by reference to Exhibit 10.2 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.5	Amendment No. 1 to Credit Agreement, dated as of July 6, 2005 (incorporated herein by reference to Exhibit 10.3 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.6	Amendment No. 2 to Credit Agreement, dated as of August 5, 2005 (incorporated herein by reference to Exhibit 10.4 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.7	Amendment No. 3 to Credit Agreement, dated as of November 17, 2005 (incorporated herein by reference to Exhibit 10.5 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.8	Amendment No. 4 to Credit Agreement, dated as of February 14, 2006 (incorporated herein by reference to Exhibit 10.28 of the Annual Report on Form 10-K, filed by Cardtronics, Inc. filed on April 2, 2007, Registration No. 333-113470).
10.9	Amendment No. 5 to Credit Agreement, dated as of September 29, 2006 (incorporated herein by reference to Exhibit 10.29 of the Registration Statement on Form S-1, filed by Cardtronics, Inc. on September 7, 2007, Registration No. 333-145929).
10.10	Amendment No. 6 to Credit Agreement, dated as of May 3, 2007 (incorporated herein by reference to Exhibit 10.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on May 9, 2007, Registration No. 333-113470).
10.11	Amendment No. 7 to Credit Agreement, dated as of July 18, 2007 (incorporated herein by reference to Exhibit 10.2 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on August 14, 2007, Registration No. 333-113470).
10.12	Amendment No. 8 to Credit Agreement, dated as of March 19, 2008 (incorporated herein by reference to Exhibit 10.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on March 25, 2008, Registration No. 001-33864).
10.13	Employment Agreement between Cardtronics, LP and Jack M. Antonini, dated effective as of January 30, 2003 (incorporated by reference to Exhibit 10.10 of the Registration Statement on Form S-1, filed by Cardtronics, Inc. on March 10, 2004, Registration No. 333-113470).
10.14	First Amendment to Employment Agreement between Cardtronics, LP and Jack M. Antonini, dated effective as of February 4, 2004 (incorporated by reference to Exhibit 10.11 of the Registration Statement on Form S-1, filed by Cardtronics, Inc. on March 10, 2004, Registration No. 333-113470).
10.15	Second Amendment to Employment Agreement between Cardtronics, LP and Jack M. Antonini, dated effective as of January 1, 2005 (incorporated herein by reference to Exhibit 10.8 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.16	Restricted Stock Agreement, dated as of February 4, 2004 between Cardtronics, Inc. and Jack M. Antonini (incorporated herein by reference to Exhibit 10.9 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.17	First Amendment to Restricted Stock Agreement, dated as of March 1, 2004, between Cardtronics, Inc. and Jack M. Antonini (incorporated herein by reference to Exhibit 10.10 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.18	Second Amendment to Restricted Stock Agreement, dated as of February 10, 2005, between Cardtronics, Inc. and Jack M. Antonini (incorporated herein by reference to Exhibit 10.11 of the Registration

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- Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
- 10.19 Employment Agreement between Cardtronics, LP and Michael H. Clinard, dated effective as of June 4, 2001 (incorporated by reference to Exhibit 10.12 of the Registration Statement on Form S-1 filed by Cardtronics, Inc. on March 10, 2004).

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Exhibit Number	Description
10.20	First Amendment to Employment Agreement between Cardtronics, LP and Michael H. Clinard, dated effective as of January 1, 2005 (incorporated herein by reference to Exhibit 10.13 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.21	Employment Agreement between Cardtronics, LP and Thomas E. Upton, dated effective as of June 1, 2001 (incorporated by reference to Exhibit 10.13 of the Registration Statement on Form S-1, filed by Cardtronics, Inc. on March 10, 2004, Registration No. 333-113470).
10.22	First Amendment to Employment Agreement between Cardtronics, LP and Thomas E. Upton, dated effective as of January 1, 2005 (incorporated herein by reference to Exhibit 10.15 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.23	Employment Agreement between Cardtronics, LP and J. Chris Brewster, dated effective as of March 31, 2004 (incorporated by reference to Exhibit 10.14 of the Registration Statement on Form S-1/A, filed by Cardtronics, Inc. on May 14, 2004, Registration No. 333-113470).
10.24	First Amendment to Employment Agreement between Cardtronics, LP and J. Chris Brewster, dated effective as of January 1, 2005 (incorporated herein by reference to Exhibit 10.17 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.25	Employment Agreement between Cardtronics, LP, Cardtronics, Inc. and Drew Soinski, dated effective as of July 12, 2005 (incorporated herein by reference to Exhibit 10.18 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.26**	Employment Agreement between Cardtronics, LP, Cardtronics, Inc., and Rick Updyke, dated effective as of July 20, 2007.
10.27	Amended and Restated Service Agreement between Bank Machine Limited and Ron Delnevo, dated effective as of May 17, 2005 (incorporated herein by reference to Exhibit 10.19 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.28	Bonus Agreement between Bank Machine Limited and Ron Delnevo, dated effective as of May 17, 2005 (incorporated herein by reference to Exhibit 10.20 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.29	2001 Stock Incentive Plan of Cardtronics Group, Inc., dated effective as of June 4, 2001 (incorporated herein by reference to Exhibit 10.21 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.30	Amendment No. 1 to the 2001 Stock Incentive Plan of Cardtronics Group, Inc., dated effective as of January 30, 2004 (incorporated herein by reference to Exhibit 10.22 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.31	Amendment No. 2 to the 2001 Stock Incentive Plan of Cardtronics Group, Inc., dated effective as of June 23, 2004 (incorporated herein by reference to Exhibit 10.23 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).
10.32	Amendment No. 3 to the 2001 Stock Incentive Plan of Cardtronics Group, Inc. dated effective as of May 9, 2006 (incorporated herein by reference to Exhibit 10.38 of Post-effective Amendment No. 1 to the Registration Statement on Form S-1, filed by Cardtronics, Inc. on December 10, 2007, Registration No. 333-145929).
10.33	Amendment No. 4 to the 2001 Stock Incentive Plan of Cardtronics Group, Inc. dated effective as of August 22, 2007 (incorporated herein by reference to Exhibit 10.39 of Post-effective Amendment No. 1 to the Registration Statement on Form S-1, filed by Cardtronics, Inc. on December 10, 2007, Registration No. 333-145929).
10.34	Amendment No. 5 to the 2001 Stock Incentive Plan of Cardtronics Group, Inc. dated effective as of November 26, 2007 (incorporated herein by reference to Exhibit 10.40 of Post-effective Amendment

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No. 1 to the Registration Statement on Form S-1 filed on December 10, 2007, Registration No. 333-145929).

- 10.35 Form of Director Indemnification Agreement entered into by and between Cardtronics, Inc. and each of its directors, dated as of February 10, 2005 (incorporated herein by reference to Exhibit 10.24 of the Registration Statement on Form S-4, filed by Cardtronics, Inc. on January 20, 2006, Registration No. 333-131199).

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Exhibit Number	Description
10.36	Vault Cash Agreement, dated as of July 20, 2007, by and between Cardtronics, Inc. and Wells Fargo, N.A. (incorporated herein by reference to Exhibit 10.1 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on November 8, 2007, Registration No. 333-113470).
10.37	Placement Agreement, dated as of July 20, 2007, by and between Cardtronics, Inc. and 7-Eleven, Inc. (incorporated herein by reference to Exhibit 10.2 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on November 8, 2007, Registration No. 333-113470).
10.38	Cardtronics, Inc. 2007 Stock Incentive Plan (incorporated by reference to Exhibit 10.3 of the Quarterly Report on Form 10-Q, filed by Cardtronics, Inc. on November 8, 2007, Registration No. 333-113470).
10.39	First Amended and Restated Investors Agreement, dated as of February 10, 2005, by and among Cardtronics, Inc. and certain securityholders thereof. (incorporated herein by reference to Exhibit 10.35 of the Registration Statement on Form S-1, filed by Cardtronics, Inc. on December 11, 2007, Registration No. 333-145929).
10.40	First Amendment to First Amended and Restated Investors Agreement, dated as of May 17, 2005, by and among Cardtronics, Inc. and certain securityholders thereof (incorporated herein by reference to Exhibit 10.36 of the Registration Statement on Form S-1, filed by Cardtronics, Inc. on December 11, 2007, Registration No. 333-145929).
10.41	Second Amendment to First Amended and Restated Investors Agreement, dated as of November 26, 2007, by and among Cardtronics, Inc. and certain securityholders thereof. (incorporated herein by reference to Exhibit 10.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on December 14, 2007, Registration No. 001-33864).
10.42**	2007 Bonus Plan of Cardtronics, Inc., effective as of January 1, 2007.
10.43	2008 Executive Performance Bonus Plan (incorporated herein by reference to Exhibit 99.1 of the Current Report on Form 8-K, filed by Cardtronics, Inc. on May 1, 2008, Registration No. 001-33864).
12.1*	Computation of Ratio of Earnings to Fixed Charges
14.1	Cardtronics, Inc. Code of Business Conduct and Ethics Approved by the Board of Directors on November 26, 2007 (incorporated herein by reference to Exhibit 14.1 of the Annual Report on Form 10-K, filed by Cardtronics, Inc. on March 31, 2008, Registration No. 001-33864).
14.2	Cardtronics, Inc. Financial Code of Ethics (adopted as of November 26, 2007) (incorporated herein by reference to Exhibit 14.2 of the Annual Report on Form 10-K, filed by Cardtronics, Inc. on March 31, 2008, Registration No. 001-33864).
21.1**	Subsidiaries of Cardtronics, Inc.
23.1*	Consent of Independent Registered Public Accounting Firm KPMG LLP.
23.2*	Consent of Independent Accountants PricewaterhouseCoopers LLP.
23.3**	Consent of Vinson and Elkins L.L.P. (Contained in Exhibit 5.1).
24.1**	Power of Attorney.
25.1*	Form T-1 of Wells Fargo Bank, N.A.

* Filed herewith.

** Filed previously.

Management contract or compensatory plan or arrangement.