SAFEPOINT® AGREEMENT

The following paragraphs of this SafePoint® Agreement (the "Agreement") outline the agreements and understandings by and between

Loomis Armored US, LLC **("LOOMIS")** a Texas limited liability company, with offices at: 2500 City West Blvd., Ste. 900 Houston, TX 77042	and	**City of Seabrook** ("**CUSTOMER**") a(n) Texas corporation, with offices at: 1700 First Street Seabrook, TX 77586

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this 5th day of July, 2016. ("Effective Date").

Term: As used in this Agreement, the term "CUSTOMER" expressly includes any agents designated by CUSTOMER. The initial term of this Agreement will begin on the date of safe installation and shall continue for a period of 5 years per safe. ("Initial Term"). CUSTOMER agrees that LOOMIS is the exclusive provider for the services described in this Agreement at the location(s) contracted for. Except as expressly provided in this Agreement, this Agreement contains no provision for early termination in whole or in part, provided however, that (a) either party may terminate this Agreement upon five (5) days written notice to the other party in the event of the bankruptcy or insolvency of the other party and (b) LOOMIS may terminate this Agreement upon thirty (30) days written notice in the event of a material reduction or cancellation of insurance required pursuant to this Agreement.

Additional Safes and Safe: CUSTOMER acknowledges and agrees that any safes added to this Agreement after the Effective Date shall be subject to written amendment of this Agreement.

If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. Before these other services commence, a written amendment, signed by LOOMIS and CUSTOMER, will be attached to this Agreement confirming these additional services.

SERVICE SPECIFICATIONS

CUSTOMER and LOOMIS agree to the following Service Specifications:
Safe Specifications:
Description of Safe and/or equipment delivered (Safe hereinafter referred to as "Safe"):
TITAN, dual validator, single note feeder, on storage vault, wireless with integrated printer

Transportation Specifications:
Deposit and Conjunctive Change service and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

Loomis Branch	Customer Location	Maximum Liability Coverage	Service Frequency	Installation Date
3930 Houston	1700 First Street Seabrook, TX 77586	$75,000 per shipment	1X per week	On or before six weeks from the date this Agreement is executed.

Cash Management Specifications:

Services	
Deposit Processing & Verification	See Exhibit A
Change Order Preparation	See Exhibit A
Other	See Exhibit A

Total Monthly Package Fee: $435.56 per month per Safe unit, plus all applicable taxes and charges (e.g., fuel and Ancillary Items), due and payable as set forth in the terms and conditions.

This total package includes: Use of the Safe, transportation and cash management services. Also included is a manufacturer's warranty on the Safe.

Ancillary Items

Storage and Handling Fee: A fee of $275.00 per month per Safe will be charged starting on the month following the agreed upon Installation Date and shall continue until the month following the date that the Safe has been installed to offset the inventory storage, and handling cost associated with each unit. The Storage and Handling Fee shall only apply to the extent of installation delays arising from CUSTOMER'S delays or non-responsiveness.

Premise Time: Each service location under this Agreement (regardless of the number of Safes serviced at such location) is allotted seven (7) minutes of service time. Over seven (7) minutes, a fee of $2.50 per minute shall be assessed. Over fifteen (15) minutes, LOOMIS may elect to depart from the service location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.

Research, Special Request and Supply Fee: A fee of $65 per hour will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS. Supplies provided by LOOMIS to CUSTOMER will be charged back to CUSTOMER at LOOMIS current cost plus 1%.

Excess Item Handling: A fee of $1.50 per Item is assessed when the number of Items exceeds 10 Items per shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport.

Non-Scheduled/Off-Day Service: $45.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

Sunday/Holiday Service: $100.00 per trip, per location. Additional fees apply for off-route and remote locations.

Excess Liability: A fee of $0.35 per $1,000 or fraction thereof for any amounts which exceed the Maximum Liability Coverage amount per shipment.

Insurance Fee: A fee of 5% will be charged for all service provided.

New Account Setup Fee: WAIVED

If CUSTOMER does not desire Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

☐ **Decline**

Reconstruction Obligations:
As explained in Section 5(c) of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, or destroyed checks. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.

☐ **Decline**

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 5(c), LOOMIS' liability for all checks contained within the shipment is limited to Ten Thousand Dollars ($10,000.00) regardless of the face value of the checks in shipment.

TERMS AND CONDITIONS

1. SERVICES and EQUIPMENT

a. **Services**. "**Services**" include the transportation and cash management services described below. The fees payable by CUSTOMER to LOOMIS for Services are described in this Agreement.

(1) Transportation Services. LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent of CUSTOMER, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) received by LOOMIS from CUSTOMER or CUSTOMER's designated agent, do not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such shipment container(s). If LOOMIS accepts sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), and transport such sealed container(s) to the designated LOOMIS processing facility. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstance concerning the contents of any shipment container. The fees payable under this Agreement are based upon the Maximum Liability Coverage amount and level(s) of service specified in this Agreement.

(2) Cash Management Services. Upon LOOMIS transportation and delivery of the shipment container(s) to LOOMIS facility, LOOMIS will verify the currency, coin, checks, securities, and/or other valuables received pursuant to the procedures as outlined in Exhibit A. If CUSTOMER has any specified procedure or condition to change this process, such procedure or condition shall be documented on Exhibit A. As part of the cash management services, LOOMIS will notify CUSTOMER by telephone (at the number listed on the Signature Page unless otherwise stated) within twenty-four (24) business hours of LOOMIS receipt of the relevant shipment container(s) if LOOMIS verification procedure indicates any of the following:

(a) Discrepancy in excess of $100.00; and/or
(b) Fraud of any kind.

LOOMIS' verification procedure includes confirming that the CUSTOMER's Deposit Ticket(s) matches the fine or actual count of funds contained in any sealed container as performed by LOOMIS pursuant to this Agreement. The term "Deposit Ticket" refers to the stated value supplied by the CUSTOMER at the time the shipment container is tendered to Loomis. Differences may include shortages, overages and/or counterfeit of any moneys processed by LOOMIS. LOOMIS agrees to be responsible for all verification errors discovered or claimed after the twenty-four (24) business hour period has expired.

(3) Additional or Special Services. If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.

b. **Safe**. LOOMIS agrees to provide, and CUSTOMER agrees to take possession of, the Safe at each agreed upon service location.

(1) Inspection of Safe. CUSTOMER shall inspect the Safe within forty-eight (48) hours of delivery and installation. Unless CUSTOMER gives written notice to LOOMIS, specifying any defect in or other proper objection to the Safe, CUSTOMER agrees that it shall be deemed that the Safe is in good condition, repair and working order. During CUSTOMER'S normal business hours, LOOMIS shall have the right to request CUSTOMER to enter service location, inspect the Safe and observe its use.

(2) Suitability of Safe. CUSTOMER agrees that: (a) the Safe described herein is of the type and kind suitable for CUSTOMER's purpose and needs; (b) that unless otherwise provided herein, this Agreement is not subject to cancellation prior to the expiration of the Term; and, (c) CUSTOMER agrees to provide LOOMIS with forty-five (45) days prior written notice should it become necessary to move the Safe to a different location. CUSTOMER shall not move the Safe to another location without LOOMIS prior written consent, which shall not be unreasonably withheld or delayed. CUSTOMER further agrees to pay all costs associated with relocation of such Safe.

(3) Installation. CUSTOMER shall be responsible for any applicable permits or licenses which may be required for the installation and/or operation of Safes. CUSTOMER shall be responsible for any costs incurred by LOOMIS associated with delays and miscommunication associated with the Equipment installation date; and, if appointments are not kept, CUSTOMER may incur costs associated with Equipment redelivery and installation. Each Safe must be installed by LOOMIS or its designated agent. If necessary for the functionality of the Safe, CUSTOMER shall provide, at its own expense, and throughout the term of this Agreement: a dedicated, grounded electrical line and/or a dedicated phone line and/or data line, and any other necessary site preparation as may be required for appropriate installation and as needed to maintain the correct ongoing operation of the Safe. The Equipment is provisioned with a wireless modem which will serve as the primary source of remotely communicating with the Equipment; but, in the event a wireless solution is not available based on the conditions or physical location of the Equipment, LOOMIS will require the use of a dedicated data line provisioned with a static IP by CUSTOMER'S local Internet provider.

(4) Return or Repossession. Upon the expiration or earlier termination of this Agreement, CUSTOMER shall return the Safe to LOOMIS in good repair, condition and working order, ordinary wear and tear resulting from proper use excepted, by making the Safe available for de-installation and removal at CUSTOMER's cost and expense. In the event of loss or damage to the Safe, CUSTOMER shall, at LOOMIS option: (a) Pay the cost to place the Safe in good repair, condition and working order; or (b) Pay for a replacement Safe. No loss or damage to the Safe or any part thereof shall impair any obligation of CUSTOMER under this Agreement, which shall continue in full force and effect through the term of the Agreement. In the event that it becomes necessary, during, or at the end of the Agreement term for LOOMIS to take possession of and/or be required to remove the Safe, LOOMIS shall be entitled to reasonable reimbursement from CUSTOMER, of all expenses associated with removal and/or repossession of such Safe, and reasonable attorney's fees, if incurred to obtain appropriate authority for removal and/or repossession.

(5) Access to Safe. CUSTOMER shall provide LOOMIS or LOOMIS' agent, vendor, contractor or other designee access to the Safe during normal business hours, or at a mutually agreeable time to perform maintenance and service to ensure proper functionality and security of safe.

c. Certain Customer Representations and Agreements. Regarding the Services, CUSTOMER acknowledges and agrees that LOOMIS' count of all funds verified shall be deemed correct and final. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstance concerning the property delivered to LOOMIS pursuant to this Agreement. Regarding the Equipment CUSTOMER agrees that title and right to possession of the Safe shall at no time pass to CUSTOMER. The Safe is and shall remain personal property of LOOMIS, notwithstanding the fact that the Safe may be affixed, attached to or imbedded in or upon real property or a building, whether by cement, bolts, or other means. The Safe must be firmly and securely attached to the concrete foundation. CUSTOMER represents and guarantees to LOOMIS that the physical location(s) where the Safe is located shall at a minimum have a fully functional monitored premise alarm, including at a minimum door contacts, and fire or smoke detection. Each CUSTOMER location shall also have reasonable and customary security measures for its industry, including, but not limited to, fully functional door locks and video camera recorded surveillance on the Safe. Video surveillance recordings must be retained a minimum of thirty (30) days. If at any time during this Agreement CUSTOMER is (i) negligent regarding CUSTOMER'S site security obligations of the service location where the Safe is located; (ii) in breach of the site security obligations set out in this Agreement; or (iii) if CUSTOMER fails at any time during this Agreement to maintain the security requirements in this Section 1(c), then any LOOMIS guarantee of funds shall be void and LOOMIS shall have no further obligation to reimburse CUSTOMER for any resulting loss of funds or Equipment. Failure by CUSTOMER to correct any site security or Equipment security deficiencies is an event of Default under Section 12 for which LOOMIS may terminate this Agreement.

2. BILLING AND PAYMENT

CUSTOMER agrees to pay LOOMIS the Total Monthly Package Fee, plus any Ancillary Items described in this Agreement or any Exhibit or Addendum hereto and any applicable federal, state or local taxes within fifteen (15) days of invoice. LOOMIS at its discretion may impose, and CUSTOMER agrees to pay, a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum, or such lesser rate as may be required by law, on any late or unpaid invoice amounts due and payable to LOOMIS. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, in its sole discretion, terminate this Agreement upon ten (10) days written notice. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any

invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed in this Agreement.

3 RATE ADJUSTMENT

LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel LOOMIS shall assess a monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Items). LOOMIS established baseline is $1.91. Any cost above the $1.91 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon up to $2.41. At $2.41 per gallon the rate shall remain constant until fuel reaches $3.51 per gallon, upon which the .5% increment increase shall resume per each .10 cost increase per gallon (i.e. if diesel prices rise to $2.01, your fuel fee is increased by 0.5%) The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table referenced below is for guidance only and does not reflect the maximum rate which might be accessed.

Minimum	Maximum	Per Gallon	Fee (%)
$ 3.91	$4.00	$ .10	5.0%
$ 3.81	$ 3.90	$ .10	4.5%
$ 3.71	$ 3.80	$ .10	4.0%
$ 3.61	$ 3.70	$ .10	3.5%
$ 3.51	$ 3.60	$ .10	3.0%
$ 3.41	$ 3.50	$ .10	2.5%
$ 3.31	$ 3.40	$ .10	2.5%
$ 3.21	$ 3.30	$ .10	2.5%
$ 3.11	$ 3.20	$ .10	2.5%
$ 3.01	$ 3.10	$ .10	2.5%
$ 2.91	$ 3.00	$ .10	2.5%
$ 2.81	$ 2.90	$ .10	2.5%
$ 2.71	$ 2.80	$ .10	2.5%
$2.61	$ 2.70	$ .10	2.5%
$ 2.51	$ 2.60	$ .10	2.5%
$ 2.41	$ 2.50	$ .10	2.5%
$ 2.31	$ 2.40	$ .10	2.0%
$ 2.21	$ 2.30	$ .10	1.5%
$ 2.11	$ 2.20	$ .10	1.0%
$ 2.01	$ 2.10	$ .10	0.5%
$ 1.91	$ 2.00	$ .09	0.00%

a. LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. LIABILITY

a. General Liability. LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement: (1) for Manual Drop Shipments, from the time LOOMIS signs for and receives physical custody of the shipment container(s) or (2) for Validated Cash, when valuables are deposited into the Safe note validator. The term "Cargo Loss" shall mean any loss or destruction of currency ("Cargo") that occurs while the Cargo is under Loomis' sole care, custody and control. The term "Manual Drop Shipments" shall refer to the currency, coin or checks inserted into the manual drop section of the Safe. The term "Validated Cash" shall refer to the currency inserted and accepted by the Safe bill validator. LOOMIS' responsibility terminates when the CUSTOMER or CUSTOMER's designated agent takes physical possession of the shipment container(s) and signs LOOMIS receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the shipment container(s) is returned to the CUSTOMER and a signed receipt obtained. Before valuable(s) are deposited into the Safe, LOOMIS assumes no liability for any loss. Also, LOOMIS shall incur no liability whatsoever (i) for losses arising from the misuse, abuse, malfunction or destruction of the Safe and/or bill validator(s) caused by CUSTOMER, its employees, directors, agents, contractors or assigns, (ii) from loss(es) or destruction arising, in whole or part, from fraud, negligence, or willful or criminal misconduct on the part of CUSTOMER, its employees, contractors, agents, directors or assigns, (iii) from unexplained or ongoing patterns of loss, including losses arising from repeated or similar events, as defined or determined by LOOMIS in its sole discretion, or (iv) destruction including but not limited to counterfeit bills placed into safe as deposits. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR A CARGO LOSS, WHICH IS SUBJECT TO THE MAXIMUM LIABILITY COVERAGE AMOUNT SPECIFIED HEREIN, IN NO EVENT SHALL LOOMIS' LIABILITY TO CUSTOMER ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT REPRESENTED BY THAT PORTION OF THE SERVICE CHARGE CONTAINED HEREIN FOR THE SERVICE(S) PAID BY CUSTOMER FOR SUCH SERVICES.

5. CLAIM PROCEDURES

The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement.

a. Notification. In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed shipment container in connection with which the loss is asserted. If notice of the loss is not received by LOOMIS within this forty-five (45) day period, the claim for the loss shall be deemed waived by CUSTOMER. It is agreed that both parties will work together to determine the extent of the loss, and if possible, the cause of loss.

b. Limitations. Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS (except as stated in this Agreement) in the event of a Cargo Loss, from whatever cause, shall be subject to the Maximum Liability Coverage amount set forth in this Agreement or the Excess Liability Coverage amount, if not declined by CUSTOMER.

c. Check Reconstruction. CUSTOMER shall retain sufficient information to allow Reconstruction of checks in the event of a Cargo Loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability Coverage amount, include the face value of any lost or destroyed check. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed checks constituting a part of any Cargo Loss. LOOMIS' liability, unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars ($10,000.00) per shipment. The term "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn. CUSTOMER agrees

in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

d. **Proof**. Upon the request of LOOMIS, CUSTOMER will furnish a proof of any Cargo Loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER's rights and remedies of recovery.

6. LIMITATIONS & FORCE MAJEURE

a. **Limitations**. The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked shipment(s) (in the case of manual drop deposits), for indirect, consequential or incidental damages or losses, non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. A "Shortage" shall mean any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed shipment container. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS in its sole discretion determines the same may endanger the safety of CUSTOMER's property or personnel or LOOMIS' vehicles or employees.

b. **Force Majeure**. It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

(1) hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (i) by any government or sovereign power (de jure or de facto) or (ii) by any agent of any such government, power authority or forces;

(2) nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war, insurrection, rebellion, revolution, civil war, acts of terrorism, usurped power, or action taken by governmental authority; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade; or

(3) acts of God, strikes, labor disturbances, while shipments are being transported by aircraft (including air piracy, explosion, crash or other incident on board the aircraft), impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS reasonable control.

c. **Ownership.** CUSTOMER expressly understands and accepts that ownership (title) to cash or other valuables transported or stored by LOOMIS shall never transfer to LOOMIS.

7. DISPUTES

CUSTOMER and LOOMIS agree that except for disputes regarding over-payment or non-payment of fees for services under this Agreement, any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by LOOMIS to CUSTOMER, shall be settled by litigation. Jurisdiction and venue of any dispute under the Agreement shall exclusively be Houston, Harris County,Texas.

8. CONTAINER VALUE LIMITATION

CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars ($250,000). If the total value of a shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred & fifty thousand dollars ($250,000), such shipment must be broken down into separate shipment containers of two hundred fifty thousand dollars ($250,000) or less.

9. WARRANTIES & REPRESENTATIONS

CUSTOMER acknowledges that LOOMIS is not the manufacturer of the Safe and further agrees that any and all warranties on the Safe are limited to those warranties extended by manufacturer. The complete details of such warranty are available from your service representative. The remedy above shall be the EXCLUSIVE remedy in the event of a breach of this warranty or in the event of damages, action, demand or fee arising from malfunction or latent defect of the Safe, and it is expressly agreed that neither party shall be liable for special, incidental, indirect or consequential damages arising out of, or in any way connected with this Agreement. THIS LIMITED WARRANTY EXCLUDES ALL OTHER WARRANTIES; EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT SUCH PURPOSES OR SPECIFICATIONS ARE DESCRIBED HEREIN. LOOMIS FURTHER DISCLAIMS ANY DAMAGE OR LOSS OF PROPERTY OR VALUE CAUSED BY EQUIPMENT WHICH HAVE BEEN THE SUBJECT OF MISUSE, ABUSE, NEGLIGENCE, OR USED IN VIOLATION OF ANY PRODUCT MANUALS, INSTRUCTIONS OR WARNINGS, OR MODIFIED REPAIRED OR SERVICED BY PERSONS NOT AUTHORIZED BY LOOMIS OR THE MANUFACTURER, OR IMPROPERLY RELOCATED. ALL OBLIGATIONS OF LOOMIS UNDER THIS AGREEMENT SHALL BE VOID IF CUSTOMER IS IN BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

For Validated Cash, LOOMIS guarantees that the amount reflected on any Safe's audit report will accurately reflect the contents of the Safe. LOOMIS shall not be responsible or liable for any consequential, indirect, punitive, lost profits or similar damages or losses caused by a malfunction, software failure or failure of equipment to work properly for any reason whatsoever. In addition, CUSTOMER agrees that under no circumstances will LOOMIS be liable for any loss of funds to the extent that such loss of funds arises from the removal, theft, damage to or unlawful taking of any Tidel Series 3 model safe, or smaller model or any safe that is materially similar in dimensions and size (a "Series 3 Non-Covered Loss" or "Non-Covered Loss"). Furthermore, to the extent that CUSTOMER'S banking institution has advanced provisional credit, CUSTOMER agrees to notify its banking institution and reverse the provisional credit so that CUSTOMER may be debited for any Series 3 Non-Covered Loss. And, in the event that any bank providing provisional credit files a claim against LOOMIS for a Series 3 Non-Covered Loss, CUSTOMER also agrees to fully reimburse LOOMIS within ten (10) business days of LOOMIS' request.

~~10. INDEMNITY~~

11. INSURANCE

With regard to the Safe provided hereunder, CUSTOMER shall procure, maintain and pay for: (a) all risk insurance against loss of and damage to the Safe for not less than the full replacement value of the Safe, naming LOOMIS as loss payee and (b) combined public liability and property damage insurance with limits as approved by LOOMIS, naming LOOMIS as an additional insured. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to LOOMIS, shall provide at least thirty (30) days advance written notice to LOOMIS of any cancellation, change or modification, and shall provide primary and non-contributory coverage for the protection of CUSTOMER and LOOMIS without regard to any other coverage carried by CUSTOMER or LOOMIS protecting against similar risks. CUSTOMER shall provide LOOMIS with an original policy or certificate evidencing such insurance. CUSTOMER hereby appoints LOOMIS as CUSTOMER's attorney in fact with power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts necessary or advisable to secure payments due under any policy of insurance required under this Agreement. If CUSTOMER fails to purchase such insurance as required under this provision, LOOMIS shall have the right, in its sole option, to acquire same at CUSTOMER's sole expense and cost or terminate this Agreement. In case of failure of CUSTOMER to procure or maintain said insurance, as more fully outlined below, or to pay fees, assessments, charges and taxes, all as specified in this Agreement, LOOMIS shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to LOOMIS with the next invoice, and failure to repay the same shall carry with it the same consequences as failure to pay any amount(s) due for service provided hereunder.

12. DEFAULT

a. The parties agree that any early termination of this Agreement by Customer, except in an event of default by Loomis would cause Loomis to incur monetary damages which are difficult or impossible to estimate. If CUSTOMER terminates this Agreement prior to the expiration of the term of this Agreement, CUSTOMER shall pay to LOOMIS liquidated damages ("Termination Fee") equal to seventy-five percent (75%) of the charges for each location multiplied by the remaining months contained in the initial or renewal term, as the case may be. The parties agree that this Termination Fee is a fair and reasonable estimate of the monetary damages incurred by LOOMIS as a result of early termination or breach of the Agreement by CUSTOMER. The parties agree that the Termination Fee is a form of liquidated damages and is not a penalty.

If (i) LOOMIS fails to perform any material obligation under this Agreement and such failure continues for sixty (60) days after LOOMIS receives written notice from CUSTOMER specifying in reasonable detail the nature of that failure or (ii) LOOMIS becomes the subject of a proceeding under the U.S. Bankruptcy Code, CUSTOMER may terminate this Agreement by giving written notice to LOOMIS without payment of any Termination Fee.

Upon expiration or termination of this Agreement for any reason, all Safes or materials provided by LOOMIS in connection with the expired or terminated Services will be made available to LOOMIS at the service location within five (5) business days after the effective date of expiration or termination and all earned, uninvoiced and unpaid fees and expenses will become due and payable sixty (60) days following such expiration or termination. The termination rights set forth in this Section are cumulative and are in addition to all other rights and remedies available to the parties.

b. If CUSTOMER terminates this Agreement, or its Agreement with LOOMIS for cash and/or armored car service(s) with regard to such Safe, prior to the end of the term, or fails to pay any invoices or other amount herein, or if CUSTOMER fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by CUSTOMER, LOOMIS shall have the right to exercise any one or more of the following remedies: (a) to declare the entire earned amount hereunder immediately due and payable without notice or demand to CUSTOMER; (b) to sue for and recover payments, then accrued or thereafter accruing; (c) to take possession of the Safe, without demand or notice, wherever same may be located, without any court order or other process of law; (d) to terminate this Agreement; or (e) to pursue any other remedy at law or in equity. If there are losses arising from repeated similar loss events, as determined by LOOMIS in its sole discretion, then LOOMIS shall have the right to (a) to sue for and recover payments, then accrued or thereafter accruing and unrecovered expenditure to install and de-install the Equipment; (b) to take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law; (c) to terminate this Agreement; or (d) to pursue any other remedy at law or in equity. CUSTOMER hereby waives any and all damages occasioned by the removal and taking of possession of the Safe. Notwithstanding any repossession or any other action which LOOMIS may take, CUSTOMER shall be and remain liable for the full performance of all obligations on the part of the CUSTOMER to be performed under this Agreement. All of LOOMIS' remedies are cumulative, and may be exercised concurrently or separately.

13. MISCELLANEOUS

a. **Security Filings**. CUSTOMER hereby agrees to execute any and all documents requested by LOOMIS to perfect its security interest in the Safe. If LOOMIS consents to a change of service location of the Safe, CUSTOMER agrees to execute any further documentation necessary perfect LOOMIS' security interest. All costs and expenses associated with filing of LOOMIS security interest in the Safe shall be at the sole expense of CUSTOMER.

b. **Holiday Service**. CUSTOMER agrees that Holiday Service Rates shall apply to any service performed under this Agreement which falls on: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, federal banking and any local applicable observed holiday. Charges for service on such dates will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

c. **Bankruptcy**. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the CUSTOMER, or if the CUSTOMER is declared insolvent, or if CUSTOMER makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Safe and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the CUSTOMER is a party, any Safe provided hereunder shall not be treated as an asset of CUSTOMER. The Safe is, and shall at all times be and remain, the sole

and exclusive property of LOOMIS; and the CUSTOMER shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

d. Non–Warranty Service Calls and Customer Routine Maintenance. CUSTOMER shall be responsible for all non-warranty SafePoint® costs associated with any repair or service call; including but not limited to the following non-warranty issues: abuse, damage to cassettes due to mishandling, tube/coin jams, bill jams, screen protector damage or replacement, network or phone line related problems, damage due to spillage or infestation, equipment resets, phone fixable problems, user programming problems, equipment upgrades, printer jams or printer issues related to incorrect paper type; along with any repairs or service call arising out of CUSTOMER's negligence, willful misconduct, or failure to perform any material obligation within this Agreement or normal CUSTOMER preventative maintenance. CUSTOMER shall also be responsible for the cost of any consumable items such as printer tape, bill trays, printer paper, cleaning cards, and screen protectors.

~~**e. Confidentiality.**~~

f. Entire Agreement. This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement; (c) and the terms and conditions including fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k) shall not be deemed to have been drafted by either party; (l) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (m) does not make either party the agent, fiduciary or partner of the other; (n) does not grant either party any authority to bind the other to any legal obligation; (o) does not intend to nor grant any rights to any third party and (p) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CUSTOMER

By _____

Printed Name _____

Title _____

Date _____

Tel _____

LOOMIS

By _____

Printed Name _____

Title _____

Date _____

EXHIBIT A

Cash Management Services:

Deposit Processing

- CUSTOMER Validated Cash will be processed at LOOMIS' local vault.
- CUSTOMER's Manual Drop Shipments, not verified by LOOMIS, will be delivered to the CUSTOMER's bank vault for processing.
- CUSTOMER's reports will indicate Safe's deposit totals segregated by Manual Drop Shipments and Validated Cash. It shall include the end of day totals and bank deposit totals.

Change Order Funds

- CUSTOMER will be responsible for ordering all change from their financial institution.

Change Order Delivery Fee *included in the rate*