

**Amendment No. 1
To Automated Teller Machine Location Agreement**

This ATM Agreement is made this 01 day of September, 2016 by and between WILLIAMSON COUNTY, TEXAS, hereinafter called LESSOR and PREFERRED ATM SERVICES, L.L.C., hereinafter called LESSEE, on the following terms and conditions.

- I. For and in consideration of the lease payment set out and the service to be provided for the benefit of LESSOR by LESSEE, LESSOR does hereby lease and grant an exclusive right license to LESSEE, locations upon and within, but not limited to the following eight (8) properties, for the purpose of installing and operating Automatic Teller Machines (ATM's).

Tax Office
904 S. Main Street
Georgetown, TX 78626

Pct. 1
1801 E Old Settlers Blvd
Round Rock, Texas, 78664

Pct. 2
350 Discovery Blvd
Cedar Park, TX 78613

Pct. 3
301. S.E. Inner Loop
Georgetown, TX 78626

Pct. 4
211 W 6th St
Taylor, Texas 76574

Williamson County Justice Center
405 MLK
Georgetown, Texas 78626

Quarry Splash Pad (Seasonal)
503 Borho
Leander, Texas 78642

Expo Center
5350 Bill Pickett Trail
Taylor, Texas 76574

County reserves the right to request and add additional ATM locations on an as needed basis, which may be requested by the County's authorized Contract Administrator (subject to oversight of the Williamson County Commissioners Court).

- II. The lease payments, which will be paid monthly and due by the end of the following month for the previous months transactions, shall be: SEE ATTACHED PRICE SHEET – Appendix “A” and “Price Sheet Attachment (setting forth options “A” and “B” for Price Sheet, which are both incorporated herein as if copied in full. LESSOR reserves the right to choose the available ATM Customer Transaction Fees set forth in Appendix “A” and “Price Sheet Attachment”. LESSEE shall provide to Lessor financial reports to summarize all activity and transactions to show the calculation of lease payments, and shall cooperate with any reasonable requests for information from LESSOR.

LESSOR and LESSEE hereby agree that:

- (a) During the term of this Agreement or any renewal of the same, LESSOR shall not grant the right of installing or operating ATM service at the locations described herein to any other company, financial institution, or person including LESSOR.
- (b) TERM of the contract shall provide ATM services for an initial term of twelve (12) months, beginning the first day of the first month after the date of the award. Contract extensions may be agreed upon in twelve (12) month increments for up to an additional thirty-six (36) months, with the terms and conditions remaining the same, unless otherwise negotiated due to the deflation or inflation of the U.S. Currency. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months.
- (c) LESSOR shall exercise reasonable care to prevent damage or destruction to the ATM installed under this Agreement but shall not be liable or responsible for such loss, damage or destruction unless caused by willful or gross neglect.
- (d) LESSOR will provide dedicated power for the ATM and either a phone line or internet connection at no cost to LESSEE.
- (e) LESSOR and LESSEE agree the ATM is and always will be the property of LESSEE unless this contract is replaced with a new contract describing the terms and conditions of any change of ownership of the ATM.
- (f) LESSEE or its agents will provide all service maintenance and technical support.
- (g) The location of the ATM and the space provided shall be agreed upon between the LESSEE and LESSOR. The space shall be suitable and in plain view, readily accessible to make the services available to the general public. LESSOR, its employees or customers will take no action, which prevents or adversely affects the access, view or use of the ATM.
- (h) LESSOR has the authority to enter into this Agreement.
- (i) LESSEE shall install the ATM at its sole expense.
- (j) LESSEE shall bolt the ATM to the floor to prevent theft and prohibiting the ATM from being tipped over.
- (k) LESSEE is not responsible to repair any holes, slab damage or other damage caused to the location by the installation or removal of the ATM.
- (l) All ATM's, signage, and other equipment, fixtures and supplies furnished or installed by LESSEE shall remain the property of LESSEE. Upon termination of this Agreement, LESSEE shall have the right to enter the location to remove all of its property. LESSOR agrees that it and its employees or customers will not post or place on or above the ATM, any signs, plaques, advertising or other material except as may be authorized by LESSEE.
- (m) At the end of the original term or at the end of any renewal term of this Lease, LESSOR grants to LESSEE a thirty (30) day option to match any bona fide third party offer in connection with the use and/or operation of ATM equipment.
- (n) If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resulting to litigation or some other dispute resolution procedure.

- (o) This is the sole agreement between parties hereto, superseding all previous agreements, and shall bind and inure to the benefit of the parties, their heirs, successors and assigns. Each acknowledge the receipt and retention of a fully executed copy hereof.
- (p) This ATM is being processed by LESSEE, and network sponsorship is being provided by Meta Bank.
- (q) Both parties agree to and will comply with all the terms and conditions of this Agreement and of the original Williamson County (RFP) dated February, 2014.
- (r) Compliance With All Laws: The Lessee agrees, in connection with this lease or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements
- (s) No Assignment: Lessee may not assign this contract without express written consent.
- (t) Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof.

LESSEE

PREFERRED ATM SERVICES, L.L.C.

BY: PRINT NAME: Joe SavageTITLE: OwnerDATE: 8-18-16

LESSOR

WILLIAMSON COUNTY, TEXAS

BY: PRINT NAME: Dar A. GartinTITLE: County JudgeDATE: 09-01-2016