

ATM LICENSE AGREEMENT

KEY PROVISIONS SUMMARY

License Date:	The date this License is executed by the last to sign of Licensor, Licensee and Vendor as shown on the signature page(s) attached hereto.		
Licensor:	THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body [Federal Tax ID #596002052]		
Licensee:			
Vendor:			
Real Property:			
Premises:			
Permitted Use:	Installation, operation, and maintenance of one or more automated teller machine(s) ("ATMs") upon the Premises.		
Notice Addresses (Section 22):	Licensor:	Licensee:	
	University of Florida Board of Trustees c/o University of Florida Business Affairs Division Attn: Curtis Reynolds, VP P.O. Box 113100 Gainesville, Florida 32611-3100 E: curtrey@ufl.edu		
	With a copy to:	Vendor:	
	University of Florida Board of Trustees c/o		
Commencement Date (Anticipated Delivery Date):	First (1 st) business day after expiration of the Inspection Period (Section 4.3)		
Inspection Period:	60 days (Section 3)		
Expiration Date:	Unless sooner terminated pursuant to the terms hereof, midnight at the end of the last day of the calendar month () years after the Fee Commencement Date (Sections 4.1 & 5.1)		
Monthly Fee:	<i>Year(s)</i>	<i>Annual Fee</i>	<i>Monthly Fee</i>
Licensor's Fee Payment Address:	University of Florida Board of Trustees c/o		
Permit Period:	60 days beginning upon expiration of the Inspection Period (Section 29)		
Broker(s):	None (Section 28)		
Exhibits:	Exhibit A – Real Property Site Plan Exhibit B – Site Plan of Premises Exhibit C – ATM Facility Design		Exhibit E – Licensor's W-9

ATM LICENSE AGREEMENT

THIS ATM LICENSE AGREEMENT is entered into as of the License Date by Licensor and Licensee. The parties agree as follows:

1. Key Provisions Summary; Enumeration of Exhibits; Consent.

References in the body of this License to a portion of the Key Provisions Summary (e.g., the defined terms in the left-hand column of the Key Provisions Summary) are deemed and construed to incorporate all the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this License (e.g., Section references in the right-hand column of the Key Provisions Summary) are deemed and construed to incorporate all the terms provided under each such referenced portion of the body of the License. Notwithstanding the foregoing, if there is any inconsistency between the Key Provisions Summary and another portion of this License, the terms of the Key Provisions Summary control. The Exhibits enumerated in the Key Provisions Summary and attached to this License are incorporated in this License by reference and are to be construed as a part of this License. Each party shall perform all obligations on its part as set forth in any Exhibit. **Except where expressly provided otherwise in this License, any consent or approval required under this License will not be unreasonably withheld, delayed, or conditioned.** Whenever this License grants either party the right to take action, exercise discretion, establish rules and regulations, or make an allocation or other determination, such party shall act reasonably and in good faith and take no action which might result in the frustration of the other party's reasonable expectations concerning the benefits to be enjoyed under this License. If a party withholds its consent or approval, such party shall, upon request, promptly deliver to the other a written statement specifying in detail the reason or reasons why such consent or approval was withheld or refused.

2. Premises, Access, Etc.

2.1. Real Property & Premises. Licensor possesses and controls the Real Property pursuant to a long-term ground lease from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("**TITF**"), and such ground lease expires in 2073. Licensor, in consideration of the Licensee's and Vendor's covenants and agreements made herein, hereby grants to Licensee and Vendor a temporary license to utilize the Premises for the Permitted Use subject to the terms and conditions hereof.

2.2. Access. Licensee and Vendor, their agents, employees, contractors, and invitees are hereby granted access to the Premises, with an escort of the Licensor, on a 24-hour per day 7-day per week basis for the purpose of installing, using, inspecting, maintaining, servicing, repairing, replacing, protecting, and removing one or more automated teller machines (collectively, "**ATM**"). At all times, Licensor shall provide uninterrupted access to the Premises, including (a) pedestrian access from the parking lot and from the sidewalk along the abutting street and (b) vehicle access to the parking lot. In the event of any construction, remodeling, or other activity by Licensor at the Real Property, Licensor shall undertake such activities so as to permit access to the Premises to the fullest extent possible and so as to prevent the closure of any ATM. Licensee may abate in full the Monthly Fee on a pro-rata basis for every day that access to the Premises or the parking lot is materially impeded. Licensor shall not construct any improvements within a 100 foot radius around the ATM facility that might materially impede access to or materially obscure visibility of the ATM facility.

2.3. Common Areas. "**Common Areas**" (sometimes "**Common Area**") means all areas within the Real Property that are now or hereafter made available for the general use, convenience, and benefit of other occupants of the Real Property, which Common Areas include parking areas, driveways, sidewalks, landscaped and planted areas, and other facilities available for joint non-exclusive use by

occupants of the Real Property. Licensee, its agents, employees, contractors, and invitees, may use the Common Areas in common with other occupants and users of the Real Property.

2.4. Delivery Condition. Licensor shall deliver the Premises to Licensee and Vendor in its current as-is condition, and grants this License on an “as is”, “where is” basis, with all faults. Licensor makes no representations or warranties of any kind regarding the Real Property or Premises, including whether the Premises can be used for Licensee’s and Vendor’s intended purpose and/or the Permitted Use. Landlord has no actual knowledge of any hazardous or toxic substances, wastes, or materials present at or upon the Premises as of the License Date.

3. Inspection Period.

Licensee may during the Inspection Period: inspect and investigate the Premises, the Real Property, and the Common Areas; review and evaluate title, surveys, and all other matters which Licensee believes are necessary to use and occupy the Premises. Licensee acknowledges that the Real Property is fully developed, and that the Inspection Period begins on the License Date. Licensee may terminate this License for any reason by sending written notice of termination to Licensor on or before 5:00 p.m. of the last day of the Inspection Period, in which event the parties will have no further rights or liabilities hereunder (except for any that expressly survive termination of this License). If Licensee terminates this License pursuant to a right to do so set forth in this License for any reason other than Licensor’s default, then Licensee shall pay to Licensor in cash the sum of _____ Dollars (\$ _____) as independent consideration for the rights granted to Licensee pursuant to this License.

4. Term.

4.1. Initial Term. The initial term of this License begins on the Fee Commencement Date and expires on the Expiration Date (“**Term**”).

4.2. Anticipated Delivery of Possession. Licensor shall deliver the Premises to Licensee and Vendor on the Anticipated Delivery Date. If Licensor does not so deliver the Premises due to an event or condition outside Licensor’s reasonable control (e.g., the failure of an existing tenant to vacate the Premises), the License will not be void or voidable and Licensor will not be in default, except as hereinafter set forth. However, if Licensor does not deliver the Premises to Licensee in the required condition within ninety (90) days after the Anticipated Delivery Date, Licensee may terminate this License by written notice to Licensor. Unless Licensee exercises such right to terminate, the Fee Commencement Date, the Expiration Date, and the Term will be extended by the number of days of delay in delivery of the Premises.

4.3. Option to Terminate. Licensor may, at any time during the Term of this License, terminate this License upon at least thirty (30) days’ prior written notice to Licensee and Vendor as a result of either of the following: (a) Licensor’s initiation of a public solicitation process (whether required by law or otherwise) whereby Licensor will publicly seek proposals to place multiple ATMs throughout its campus (including on the Real Property); or (b) Licensor determining, in its sole and absolute discretion and interpretation, that termination of the License is required, necessary, or prudent in order to comply with any applicable law, regulation, rule, policy, or procedure of any governmental entity or agency having jurisdiction over the Real Property. In the event that Licensor terminates this License pursuant to this section and prior to its natural expiration, Licensor shall reimburse and Vendor’s actual costs and expenses (as justified by sufficient and reasonable back-up documentation provided to Licensor within thirty (30) days of completion of the ATM installation) associated with work and materials required to build-out the Premises and install the ATM (but excluding the ATM itself any other improvements not permanently affixed to the Premises), except that (a) any such costs and expenses shall be amortized in a straight line over the five (5) years of the Term, calculated monthly, with Licensor only responsible to reimburse the unamortized amounts based on the number of months remaining under the Term as of the termination date; and (b) Licensor’s reimbursement to and Vendor shall not exceed \$ _____ in any event and regardless of termination date.

4.4. Termination for Cause. Licensee may terminate this License upon thirty (30) days' prior written notice to Licensor if the Real Property is vacated, abandoned, closed, or sold by Licensor. Licensor may terminate this License upon thirty (30) days' prior written notice to Licensee and Vendor in the event Licensee breaches this License (see Section 19.1) and fails to cure said breach within thirty (30) days (or such longer cure period as provided in Section 19.1 of this License) of written notice from Licensor notifying Licensee and Vendor of breach.

4.5. Holding Over. Subject to Section 27 below, any holding over with Licensor's consent after the expiration of the Term will be on a month-to-month basis terminable by either party upon thirty (30) days' prior written notice. If Licensee holds over, Monthly Fee will be _____% of the Monthly Fee in effect immediately prior to the expiration of the Term.

5. Fees.

5.1. Fee Commencement Date. Licensee shall commence paying Monthly Fee upon the earlier of: (1) the date that the ATM facility becomes fully operational and available for use by Licensee's and Vendor's customers or (2) one hundred twenty (120) days after Licensee's receipt of all permits and approvals needed to install and operate the ATM facility at the Premises (the "**Fee Commencement Date**"). The Fee Commencement Date will be delayed on a day-for-day basis for each day that Licensee, Vendor, Licensee's customers or Vendor's customers cannot reasonably use or service the ATM facility due to the incomplete state of the Common Areas (including any parking areas) or due to any obstructions or other conditions preventing reasonable access to the Premises. Licensee shall send all rent payments to Licensor's Fee Payment Address. Licensor may modify Licensor's Fee Payment Address upon not less than sixty (60) days' prior written notice thereof to Licensee (accompanied by a current and complete IRS W-9 if not already provided). Licensor acknowledges that Licensee must receive a current and complete IRS W-9 from Licensor to process the payment of rent. Licensee is not subject to any late charges/interest or in default for non-payment of rent prior to receipt of a current and complete IRS W-9 from Licensor. Licensor's current and complete W-9 is set forth in Exhibit E.

5.2. Conditions of Payment. Except as otherwise provided herein, all rent must be paid without demand, deduction, set-off or counter claim, in advance, on the first day of each calendar month during the Term, and in the event of a partial rental month, rent will be prorated on the basis of a thirty (30) day month. Licensee's Monthly Fee includes all Common Area maintenance charges and Licensee is not obligated to pay Licensor any other charges in connection with this License.

5.3. Definition. "License Year" means each period of twelve (12) full consecutive calendar months beginning with the first full calendar month of the Term and each subsequent period of twelve (12) consecutive calendar months during the Term. If the Term commences on a day other than the first day of a calendar month, then the initial fractional month of the Term plus the next succeeding twelve (12) full calendar months constitutes the first License Year of the Term. Fee and other matters that are computed with reference to a License Year will be ratably adjusted, on a per diem basis, for any period prior to the first License Year and within the term of the License.

5.4. Vendor Fees / Surcharge Transactions. Vendor agrees to provide its ATM service free of charge during the Term while the ATM is operational on the Premises, so long as the monthly number of cardholder transactions conducted at the agrees includes a minimum number of surcharge transactions. If in the months September through May, the number of surcharge transactions is below the surcharge transactions minimum, Vendor will invoice Licensee (in accordance with the terms and conditions of the Statement of Work dated _____ ("**SOW**") between Vendor and Licensee) a service fee for the difference between the actual number of surcharge transactions and the surcharge transactions minimum. The Parties agree that the surcharge transactions minimum shall not commence until such time as the first cardholder transaction is conducted at this Premises, wherein the ATM has been provisioned for use by cardholders generally.

6. Design and Installation of ATM Facility.

6.1. Plans. Vendor's proposed ATM facility and site plan are depicted in Exhibits B and C, which are hereby approved by Licensor. Vendor's construction of the ATM facility will not deviate materially from Exhibits B and C without Licensor's prior written consent. Upon Licensee's or Vendor's request, Licensor shall provide Licensee and/or Vendor with the as-built plans for the Real Property and with such other information regarding the Real Property or the Premises which may be necessary or useful for the installation, construction, or operation of the ATM facility.

6.2. Installation. Promptly after the satisfaction of the conditions set forth in Section 29 below, Vendor may proceed to install at Vendor's sole cost and expense the ATM facility in accordance with Exhibits B and C together with, after Vendor obtains Licensor's prior written approval, such additional equipment or features as Vendor deems appropriate, including one or more of the following (a) a telephone or other support system for such equipment, (b) trash receptacles, (c) a branch computer terminal, with all supporting telecommunications equipment, (d) a customer service phone, (e) a merchant depository, (f) utility lines and conduits, and (g) such other equipment and accessories as are or become normally provided by Vendor in connection with the operation of an ATM facility. All or any portion of the ATM facility may be bolted to the floor or ground level surface of the Premises or otherwise securely attached to the Premises. Licensor shall cooperate in good faith to facilitate Vendor's installation activities. In addition, Licensor shall provide Vendor with access to perform the necessary site preparation (including the removal or rearrangement of equipment, and the installation of the conduit to provide electrical power and telephone lines to the ATM facility). Notwithstanding anything in this License to the contrary, Vendor may change the ATM facility by removing, replacing, or adding, from time to time, some or all of the equipment and features offered. Vendor shall indemnify and hold harmless Licensor and TIITF from and against and any all liens and claims of mechanics and materialmen furnishing labor and materials related to any improvements at or on the Premises.

6.3. Licensee's Property. The ATM and all of Vendor's trade fixtures and personal property will at all times remain the property of Vendor.

6.4. Lighting & Security. Vendor may, at Licensee's sole cost, install (a) all lighting fixtures necessary to comply with all laws, regulations, and other government requirements pertaining to the lighting of ATMs (the "ATM Lighting Law") and to comply with Licensee's ATM lighting policy, as same may change from time to time, and (b) other fixtures and alterations to the Premises required to comply with any laws governing the operation of ATMs. Licensor shall cooperate reasonably with Vendor and Licensee in Licensee's efforts to comply with the ATM Lighting Law and all other laws and regulations governing the operation of ATMs. Licensor shall provide lighting in the Common Areas consistent with Licensor's rules and regulations. Vendor may, at its own expense, install its own security system at the Premises. Vendor is solely responsible, at Licensee's sole expense, for the monitoring, operation and removal of such security system. Any security system installed by Vendor will be for the sole benefit of Vendor and Licensor will have no right to rely on any such security system. Licensor shall establish and follow reasonable security standards for the Common Areas and the balance of the Real Property.

7. Trademarks & Signage.

7.1. Trademarks & Usage. Licensee and Vendor may operate their ATMs under any trade name, logo, trademark, or service mark permitted by law (collectively, "Trade Marks"). Each party's Trade Marks remain the sole property of such party. Licensor and Licensee shall not use a Trade Mark of the other party in advertising or otherwise without the prior written consent of the party owning the Trade Mark; provided, however, that Licensee is permitted to include the location/address of the ATM facility in Licensee's directories of ATM facility locations published by Licensee from time to time.

7.2. **Signage.** Subject to Licensor's approval and applicable law, Licensee may place its standard ATM signage on any ATM at the Premises. At Licensor's discretion, Vendor may enclose an ATM within a kiosk structure and may place its signage on the kiosk structure. Licensee's signage (a) will be fabricated, installed, and maintained by Licensee at Licensee's sole expense, (b) will be consistent with the then-current signage standards at the Premises, and (c) will at all times remain the property of Licensee. Subject to and Licensor's prior written approval, Licensee may change its signage at any time; provided, however, that Licensor's consent is not required to change signage based upon a change in Licensee's standard corporate signage, name, or logo as long as such changes comply with applicable law and Licensee's signage is not increased in size. At any time, without Licensor's consent, Licensee and/or Vendor may replace the standard ATM signage with generic, unbranded signage, so long as such new replacement signage is no larger than and is installed in the same locations as Licensee's branded signage.

7.3. **Permits.** Licensee shall obtain, at Licensee's sole expense, all permits, variances, or similar governmental approvals necessary to allow Licensee's installation of its signs. Licensor shall cooperate with Licensee in obtaining such approvals, and Licensee shall reimburse Licensor for any actual out-of-pocket costs incurred by Licensor in connection with such cooperation. If Licensee is unable to obtain the necessary approvals and permits to install exterior signage acceptable to Licensee, then Licensee may, at its option without penalty, terminate this License upon prior written notice thereof to Licensor.

7.4. **Directional Signage.** With written Licensor approval, Licensee may place signs identifying Licensee's operations in the Premises and in the vicinity of the Premises. Such signs will be of such dimensions and at such locations as are permitted by Licensor.

7.5. **Interior Signage.** With written Licensor approval, Licensee may place signs identifying Licensee's operations in the Premises and in the vicinity of the Premises, such signs being of such dimensions and at such locations as are consistent with applicable law.

8. **Permitted Use.**

Licensee and Vendor may use the Premises for the operation of one or more ATMs and related and/or similar equipment subject to the terms and conditions contained herein ("**Permitted Use**").

9. **Maintenance.**

9.1. **Vendor's Obligations.** Subject to Section 15 below, Vendor shall, at Vendor's sole expense, maintain and repair the ATM facility and the Premises in a clean and good condition, reasonable wear and tear and casualty excepted. Vendor may service the Premises and the ATM facility at any time, with Licensor's consent, which shall not be unreasonably withheld or delayed. Licensor shall provide Vendor with all necessary pedestrian access and all authorizations and other assistance, including an escort for access to the Premises, necessary to permit Vendor to service the ATM facility and utilities with reasonable prior notice to Licensor, except during certain events in the _____. Vendor may engage an independent contractor to perform Vendor's maintenance obligations hereunder. Any third party contractors must submit to Licensor insurance certificates detailing contractor's general and automobile liability policies, as well as Worker's Compensation Insurance status. These certificates must list "University of Florida Board of Trustees" as additional insured and certificate holder.

9.2. **Licensor's Obligations.** Subject to Section 15 below, Licensor shall maintain the Real Property (including the Common Areas and parking areas) in first-class condition and repair. Licensor's obligations include the removal of snow and ice from Common Area walkways, driveways, and parking lots in the area surrounding the Premises.

10. Services and Utilities.

10.1. Utility Services at the Premises. Licensee and/or Vendor, at its sole expense, shall: (a) stub electric and telephone lines to the Premises, (b) install at the Premises a separate electrical meter for such electricity as may be needed to operate the ATM facility, and (c) install a telephone back-board for such telephone service as may be needed to operate the ATM facility. Licensee and/or Vendor shall pay for all electricity, telephone, and data lines and other utility services dedicated to Vendor's operation of the ATM facility. Licensee's and/or Vendor's third party contractors are subject to insurance requirements described under 9.1 of this License.

10.2. Interruption of Service. Licensor shall not permit any person or entity to tamper with Licensee's and/or Vendor's telephone, data lines, or other telecommunications wiring, panels, or equipment. Licensor shall use reasonable efforts to ensure that any deliberate interruption of power to the ATM facility shall not last more than twenty-four (24) consecutive hours and Licensor shall provide Licensee and Vendor with prior, written notice of any such deliberate, anticipated outages. Licensee and/or Vendor may post notices at the Premises at least twenty-four (24) hours in advance of any interruption of service. Licensee's Monthly Fee payable hereunder will be abated on a per diem basis (based on a thirty (30) day month) for any day during which the power and/or service from telephone or data lines is shut off to the ATM facility (unless Licensee causes the power or service to be shut off to the ATM facility, as applicable).

11. Intentionally Deleted.

12. Insurance.

12.1. Property Insurance. Throughout the Term, Licensee shall maintain Commercial Property Insurance ("**CP Insurance**") that covers the Premises, Licensee's personal property, and Licensee's improvements and betterments in and about the Premises on a replacement cost basis. Licensee's CP Insurance policy shall, at a minimum, insure against the perils included in the ISO special causes of loss form CP 10 30 and any amendments or "all-risk" coverage, including loss or damage due to fire and the risks normally included in extended coverage (e.g., flood, windstorm, earthquake, and terrorism). Licensor participates in the State of Florida Risk Management Trust Fund with respect to property insurance; for the purposes of this License, such insurance shall be considered acceptable.

12.2. Waiver of Subrogation (Property Insurance). Licensee and Licensor hereby waive and release each other of and from any and all rights of recovery, claims, actions, or causes of action against each other, by way of subrogation or otherwise, including their respective employees, officers, directors, subsidiaries, affiliates, agents, representatives, and assigns, for any loss or damage that may occur to the Real Property, Licensor's personal property, and Licensee's improvements, betterments, and personal property by reason of fire or other casualty, regardless of cause or origin, to the extent covered by CP Insurance. Licensor and Licensee shall obtain a waiver of subrogation from their respective insurers and shall endorse their CP Insurance policy to reflect the waiver of subrogation. The above waiver of subrogation applies whether or not there are any deductibles or self-insurance and in the absence of any CP Insurance. Licensor participates in the State of Florida Risk Management Trust Fund with respect to property insurance; for the purposes of this License, such insurance shall be considered acceptable.

12.3. Liability Insurance. During the Term, Licensee shall maintain commercial General Liability insurance ("**CGL Insurance**") with limits of liability not less than \$1,000,000 per occurrence with a general aggregate of not less than \$2,000,000 covering liability arising from Licensee's operations at the Real Property or Premises, as applicable, independent contractors, product-completed operations, personal injury, and advertising injury, and contractual liability that includes this License as an insured contract. Licensor represents, and Licensee acknowledges and accepts, that Licensor, as a public body corporate, participates in the State of Florida's Risk Management Trust Fund for purposes of general liability,

workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to Licensor's officers, employees, servants, and agents while acting within the scope of their employment or agency, and Licensee further acknowledges that, for the purposes of this License, such insurance shall be considered acceptable.

12.4. Ratings, Certificates. With respect to CGL Insurance, Licensee shall name Licensor as an additional insured with respect to Licensee's negligence for any claims arising out of Licensee's operations in or upon the Premises; Licensor is self-insured under the State Risk Management Trust Fund and cannot add "additional insureds" to this policy. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) must not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy. All insurance policies required by this Section 12 (i) must be issued by insurance companies having an "A" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A" by A.M. Best Company, and (ii) may be satisfied by a primary policy or combination of primary and umbrella policies. The insurance provisions set forth in this Section 12 set forth the minimum amounts and scopes of coverage to be maintained by Licensor and Licensee and are not to be construed in any way as a limitation on each party's liability under this License. Licensee may satisfy any or all of the above insurance requirements by use of self-insurance, deductible, and/or a captive insurance company. The responsibility to fund any financial obligation for self-insurance, the election not to insure, and the amount of any deductible are assumed by, for the account of, and at the sole risk of each party. Each party shall furnish Certificates of Insurance to the other party evidencing all of the above-described insurance policies prior to or upon execution of this License and annually thereafter, but not later than ten (10) business days after the expiration of each policy. All policies must endeavor to provide that not less than thirty (30) days prior written notice of cancellation, modification, or non-renewal will be given to the other party. Licensor participates in the State of Florida's Risk Management Trust Fund for purposes of property, general liability, workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to Licensor's officers, employees, servants, and agents while acting within the scope of their employment or agency, and Licensee acknowledges that, for the purposes of this License, such insurance shall be considered acceptable.

13. Indemnification.

Subject to the waiver of subrogation provision in Section 12 above, Licensee shall indemnify, hold harmless, pay, and reimburse Licensor from and for any and all losses, damages, liability, or expenses (including reasonable attorneys' fees, court costs, and expert witness fees) actually incurred by Licensor, arising from loss of life, personal injury and/or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or intentional misconduct of Licensee, its agents, employees, or contractors, in connection with Licensee's use or occupancy of the Premises. The obligations of Licensee under this Section 13 survive the expiration or earlier termination of this License.

14. Taxes.

Licensee is liable for all taxes assessed by any taxing authority (including sales taxes) which are attributable to Licensee's operation of the ATM facility and shall pay all personal property taxes assessed on Licensee's fixtures, equipment, and machinery. Licensor is liable for all taxes and/or assessments assessed by any taxing authority (including sales taxes) which are related to Licensor's occupancy or use or ownership of the Real Property, including: (a) personal property, fixtures, or equipment taxes assessed against Licensor's property; (b) franchise taxes assessed against Licensor; (c) taxes on Licensor's gross rents or profits; (d) inheritance, state, gift, income, transfer, or excess profit taxes assessed against Licensor; (e) sales taxes payable by Licensor; and (f) real property taxes and assessments, including any fees, interest

and penalties arising from any such tax or assessment, assessed against all or any portion of the Real Property and the improvements located thereon, including any such taxes and assessments attributable to the Premises or any portion thereof.

15. Damage by Fire or Other Casualty.

15.1. Damage to Real Property. If the Real Property (or any portion thereof other than the Premises) is damaged or destroyed by fire or other casualty, Licensor shall, within sixty (60) days from the date of such damage and destruction, either (i) notify Licensee in writing of Licensor's election to repair such damage or destruction, in which event Licensor shall promptly repair the same, or (ii) notify Licensee in writing of Licensor's election to immediately terminate this License, in which event this License is terminated effective as of the date of such damage or destruction. As provided in Section 2.2 above, Licensee may abate Monthly Fee if access to the ATM facility is materially impeded by Licensor's repairs or by such damage or destruction.

15.2. Damage to Premises. Notwithstanding anything set forth in Section 15.1 above, Licensee may terminate this License, effective as of the date of any such damage and destruction, if (A) Licensee reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the ATM facility by notifying Licensor in writing of Licensee's election to terminate not later than thirty (30) days after the date of such damage or destruction; (B) Licensor does not complete the repairs described in this Section within one hundred twenty (120) days from the date of such damage or destruction by sending thirty (30) days' prior written notice of termination to Licensor not later than one hundred fifty (150) days after the date of such damage or destruction (provided, however, that if Licensor completes such repairs within the foregoing thirty (30) day notice period, then Licensee's termination notice is void); or (C) Licensee is not able to obtain permits to restore the Premises without payment of unusual fees or costs or the satisfaction of unusual conditions or Licensee is prevented from restoring the Premises by events or conditions beyond its reasonable control, by sending thirty (30) days' prior written notice of termination to Licensor not later than 30 days after Licensee's determination that it cannot obtain permits or that it is prevented from restoring the Premises.

16. Eminent Domain.

Licensor shall promptly forward to Licensee all notices of eminent domain relating to the Premises or the Real Property. If all of the Premises are taken under the power of eminent domain, then this License is terminated as of the effective date of the taking. If a portion of the (a) Premises, (b) the building within which the Premises is located, (c) the common area surrounding the Premises, or (d) reasonable access to and from the common areas, is taken under the power of eminent domain and the loss of such portion materially adversely affects Licensee, then Licensee may terminate this License as to the affected Premises by providing written notice of termination not later than thirty (30) days after the date of such taking. In the event of a partial taking, if Licensee does not elect to so terminate this License, then Licensor shall have the option to (1) terminate this License, or (2) at Licensor's cost and expense, promptly restore the remaining portion of the Premises, the building, the common areas, or reasonable access as the case may be, and the rent payable by Licensee will be abated to the extent that Licensee is unable to occupy and use such Premises. All damages and compensation awarded or paid because of such taking (other than compensation for the loss of Licensee's good will and improvements installed by Licensee at Licensee's expense, and Licensee's relocation expenses) belong to Licensor. All damages and compensation awarded or paid because of a taking of any improvements installed by Licensee at Licensee's expense belong to Licensee.

17. Removal of ATMs.

Upon the expiration or sooner termination of this License, Vendor shall remove the ATM facility and related equipment, Licensee's signs (not including Licensor's directional signs), and Licensee's or Vendor's other trade fixtures and personal property from the Premises, at Licensee's and/or Vendor's sole

expense, within thirty (30) days after the expiration or sooner termination of this License. Licensee shall, at its sole expense, reasonably repair any damage to the Premises caused by such removal. Licensor acknowledges that any repairs or cuts in any paved areas, walls, or other improvements made during the removal of the ATM facility will be made in a good and workmanlike manner so as to match as nearly as practicable the surrounding area. This does not mean, however, that any such repairs will be completely invisible.

18. Assignment and Subletting.

18.1. Licensor's Consent. Except as otherwise provided in this Section 18, Licensee shall not assign this License or sublet the whole or any part of the Premises (collectively, "**Transfer**") without the prior written consent of Licensor, which may be withheld in Licensor's sole and absolute discretion. If Licensee elects to initiate a Transfer of this License, Licensee shall provide Licensor with a written notice setting forth the reasonable details of such Transfer. Licensor shall notify Licensee whether the proposed Transfer is approved or rejected in Licensor's sole and absolute discretion not later than thirty (30) business days after receipt of written notice thereof from Licensee (and if Licensor fails to notify Licensee within the thirty (30) business day period, then Licensor's consent is deemed to have been withheld). Notwithstanding the foregoing, Licensor consents to Vendor's installation, operation, and maintenance of one or more automated teller machine(s) ("ATMs") upon the Premises on behalf of the Licensee.

18.2. No Assignment. The following events are not considered a Transfer under this Section 18: (i) a change in ownership of Licensee as a result of a merger, consolidation, reorganization, or joint venture; (ii) the sale of Licensee's assets (e.g., deposits, loans, this License, etc.) at the Premises as a going concern (a "**Store Sale**"); (iii) a Transfer of this License to any entity if a regulatory agency having jurisdiction over Licensee's business requires that Licensee divest itself of certain deposits and banking facilities (a "**Divestiture**"); (iv) the Transfer of this License to any entity that controls, is controlled by, or is under common control with Licensee; (v) the sale, exchange, issuance, or other transfer of Licensee's stock on a national exchange or between any entity that controls, is controlled by, or is under common control with Licensee; or (vi) the sale or transfer of at least ten (10) locations (including the Premises and this License) in a bulk sale to one transferee. Licensee is not required to obtain Licensor's consent and Licensor shall not delay, alter, or impede any of the foregoing transactions or combinations thereof. Licensee has no further liability under this License in the event of a Store Sale or Divestiture.

19. Default by Licensee.

19.1. Failure to Perform. The occurrence of any one or more of the following events constitutes a default of this License by Licensee (a "**Licensee Default**"): (a) the failure by Licensee to make any payment of Fee, or any other payment required to be made by Licensee under this License, as and when due, where such failure continues for more than fifteen (15) days after Licensee's receipt of written notice of non-payment from Licensor; (b) the failure by Licensee to observe or perform any of the covenants, conditions, or provisions of this License to be observed or performed by Licensee, other than as described in subsection (a) above, where such failure continues for more than thirty (30) days after Licensee's receipt of written notice of default from Licensor (provided, that if the cure of such Licensee Default reasonably requires more than thirty (30) days to complete, then Licensee is not in default if Licensee promptly commences the cure of such Licensee Default and diligently pursues such cure to completion); and (c) the making by Licensee of any general assignment or general arrangement for the benefit of creditors, the filing by or against Licensee of a petition to have Licensee adjudged bankrupt or a petition reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within sixty (60) days of filing), or the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located at the Premises or of Licensee's interest in this License, where such seizure is not discharged in thirty (30) days after appointment of said trustee or receiver, or the filing of a petition for the appointment of the same, whichever occurs first.

19.2. Remedies in Default. On the occurrence of a Licensee Default and after the applicable notice and cure period, and subject to terms and conditions provided herein, Licensor may, as Licensor's sole and exclusive remedies: (a) perform, on Licensee's behalf, any unperformed covenant or obligation hereunder constituting such Licensee Default (after giving Licensee written notice of Licensor's intention to do so except in the case of emergency), in which event Licensee shall reimburse Licensor for all reasonable expenses reasonably incurred by Licensor in doing so, plus interest at the Default Rate, which expenses and interest will be Additional Fee and shall be payable by Licensee within thirty (30) days after written demand therefor by Licensor; and/or (b) terminate this License and collect liquidated damages from Licensee in an amount equal to (i) the sum of all amounts due hereunder to the date of termination, plus (ii) the aggregate Minimum Fee remaining over the unexpired portion of the Term, plus the reasonable cost to Licensor for any repairs and other costs of re-letting (such as broker's commissions and the cost of advertising), all reduced to present value using a discount rate equal to the interest rate of a governmental security having a maturity closest to the then current expiration of the Term, less (iii) the aggregate fair net rental value of the Premises over the remaining portion of the Term (provided, however, a reasonable period of time, not to exceed eighteen (18) months, may be considered as a leasing period by which the Premises would not be leased and therefor no income would be realized for such period) reduced to present value, plus (iv) Licensor's costs and expenses incurred in the enforcement hereof including reasonable attorneys' fees actually incurred as herein provided.

19.3. Mitigation & Lien Waiver. Notwithstanding anything to the contrary set forth herein, Licensor shall use its reasonable best efforts to mitigate its damages resulting from a Licensee Default.

20. Default by Licensor.

"Licensor Default" means Licensor's failure to perform or observe any of its obligations under this License after a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after receiving notice from Licensee setting forth in reasonable detail the nature and extent of such failure. If Licensor commits a Licensor Default, Licensee, as its sole and exclusive remedies may enforce specific performance by Licensor of the terms of this License and abate any and all rent payments owed to Licensor until the date that such Licensor Default is cured by Licensor (at which time Licensee shall resume making rental payments owed for the period after the date of cure) or terminate this License upon written notice to Licensor after the expiration of any applicable cure period.

21. Control of ATM; Confidentiality.

21.1. Control. Licensor acknowledges that the operation of the ATM facility is governed by the policies and procedures developed or to be developed by Licensee from time to time. Therefore, except as expressly set forth herein otherwise, Licensee has the right to control and manage the ATM facility, the operation and maintenance thereof, and all business and transactions conducted therefrom, including the functions and features provided, the development of products, and the pricing of services (including surcharges on Licensee's customers or non-customers).

21.2. Intentionally Omitted.

21.3. Public Records Law. This License Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, *Florida Statutes*. Licensee agrees and acknowledges that any books, documents, records, correspondence or other information kept or obtained by Licensor, or furnished by Licensee to Licensor, in connection with this License or the activities contemplated herein are public records subject to inspection and copying by members of the public pursuant to applicable public records law, including Chapter 119, *Florida Statutes*. Licensor may terminate this License, without any liability to Licensor whatsoever, at any time for Licensee's refusal to allow public access to all documents, papers,

letters, or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by either party in conjunction with this License.

22. Notices.

22.1. Written Notice; Delivery Methods. Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a “**Notice**” (but sometimes “**notice**”)) pursuant to this License shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending party (the sending party’s attorney is authorized to sign and send a Notice on behalf of the sending party); and (iii) use one of the following methods of delivery, each of which for purposes of this License is a writing: (a) personal delivery; (b) Registered or Certified Mail, in each case, return receipt requested and postage prepaid; (c) nationally recognized overnight courier, with all fees prepaid; (d) facsimile (but only if a party’s fax number is included in its notice address in the Key Provisions Summary or is otherwise provided to the other party by a Notice); or (e) e-mail (but only if a party’s e-mail address is included in its notice address in the Key Provisions Summary or is otherwise provided to the other party by a Notice).

22.2. Addresses. Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the “**Addressee**”) at the addresses listed in the Notice Addresses section of the Key Provisions Summary or to another Addressee or at another address as designated by a party in a Notice pursuant to this Section 22.

22.3. Effectiveness of a Notice. Except as provided elsewhere in this License, a Notice is effective only if (A) the party giving the Notice has complied with Sections 22.1 and 22.2 above and (B) the Notice is deemed to have been received by the Addressee as provided below. A Notice is deemed to have been received by the Addressee as follows: (i) if a Notice is delivered in person, or sent by Registered or Certified Mail, or nationally recognized overnight courier, upon receipt by the Addressee as indicated by the date on the signed receipt; (ii) if a Notice is sent by facsimile, upon receipt by the party giving the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee’s facsimile number; (iii) if a Notice is sent by e-mail, upon sending the e-mail to the Addressee’s designated e-mail address; and (iv) if the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver the Notice; provided, however, that if a Notice is sent by facsimile or e-mail, the party sending the Notice also must send, on the date that the facsimile or e-mail is sent, a confirmation copy of the Notice (including the acknowledgement/transmission report described above) by one of the other methods set forth in Section 22.1 above (or else such facsimile or e-mail notice is void).

22.4. Delivery Time of Notice. Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a Business Day where the Addressee is located, or on a day that is not a Business Day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located.

23. Subordination, Non-Disturbance, and Attornment.

This License is subject and subordinate to the lien of all mortgages or deeds of trust which may now or hereafter affect or encumber all or any portion of the Premises and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that the foregoing provision is applicable only to those mortgages or deeds of trust for which Licensee has been provided a Subordination, Non-Disturbance, and Attornment Agreement providing generally that the mortgagee, trustee, or any purchaser at the foreclosure of the mortgage or deed of trust will not disturb Licensee’s possession of the Premises and that Licensee will attorn to such mortgagee, trustee, or purchaser at foreclosure as Licensor

under the terms and conditions of this License upon receiving written notice that such party has succeeded to the interest of Licensor under this License.

24. Hazardous Materials.

24.1. Definitions. For the purposes of this License, the following terms have the following meanings: (a) "**Environmental Law**" means any law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, Hazardous Materials (defined below), or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976); and (b) "**Hazardous Materials**" means petroleum, asbestos, polychlorinated biphenyls, formaldehyde, radioactive materials, radon gas, mold, or any chemical, material or substance now or hereafter designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or words of similar import, under any Environmental Law.

24.2. Compliance. To the best knowledge of Licensor, there are no Hazardous Materials located on, under, or about the Premises. Licensee and Licensor will each handle, treat, deal with, and manage any Hazardous Materials in, on, under or about the Premises (in the case of Licensee) and the Real Property (in the case of Licensor) in compliance with all Environmental Laws and prudent industry practices regarding Hazardous Materials. Neither Licensor nor Licensee will use any Hazardous Materials in the Real Property or the Premises, respectively, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Licensor will use its best efforts to cause any other tenants of Licensor at the Real Property to comply with all Environmental Laws and to not allow any other tenant to use any Hazardous Materials except as necessary in the ordinary course of business and in compliance with all Environmental Laws. Licensee will promptly notify Licensor of any release or presence of any Hazardous Material in the Premises of which Licensee becomes aware and Licensor will promptly notify Licensee of any release or presence of any Hazardous Material in any area where Licensee's customers, employees, agents, or contractors may be likely to be present.

24.3. Remediation. If Hazardous Materials are placed on the Premises by Licensee, its agents, employees, or contractors, then Licensee is solely responsible for the removal and/or remediation of any Hazardous Materials. Licensor is solely responsible for the removal and/or remediation of any other Hazardous Materials at the Premises regardless of when discovered and to the extent required by governmental authorities in compliance with applicable Environmental Laws.

24.4. Indemnification. Licensee shall indemnify and hold Licensor harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous Materials in the Premises caused by Licensee or its agents, employees, or contractors.

25. Quiet Enjoyment.

Licensor covenants that so long as Licensee has not committed a Licensee Default under the terms of this License, and subject to the early termination provisions hereof, Licensee and Vendor will have quiet and peaceful possession of the Premises and will enjoy all of the rights herein granted without interference by Licensor or anyone claiming by, through or under Licensor or by the lessor under any master lease of the Real Property.

26. Compliance with Laws.

Licensor, Licensee and Vendor shall comply with applicable federal, state, and local laws, rules, regulations, and ordinances. Licensee shall be responsible for compliance with the American with Disabilities Act and other disabled access laws and regulations (collectively "**ADA**") at the Premises. Licensor

shall be responsible for compliance with the ADA at the Real Property. Licensor shall reasonably cooperate with Licensee in connection with Licensee's efforts to comply with the ADA and other applicable laws. Notwithstanding the foregoing, Licensor acknowledges that many of Licensee's covenants and obligations hereunder, including the establishment, closure, and relocation of the ATM facility, are subject to Licensee's obtaining the consent or approval of all regulatory agencies (including the Comptroller of Currency) now or hereafter empowered to regulate Licensee and its business operations and such regulations supersede the terms and conditions of this License.

27. Force Majeure.

27.1. Definition. "***Force Majeure Event***" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) the act or event prevents a party (the "**Non-Performing Party**"), in whole or in part, from (i) performing its obligations under this License, or (ii) satisfying any conditions to the obligations of the other party (the "**Performing Party**") under this License; (b) the act or event is beyond the reasonable control of and not the fault of the Non-Performing Party; and (c) the Non-Performing Party has been unable to avoid or overcome the act or event by the exercise of due diligence. In furtherance of the definition of *Force Majeure* Event and not in limitation of that definition, each of the following acts or events is an example of an act or event that could be a *Force Majeure* Event if the act or event meets each of the above requirements of this Section 27.1: accident, fire, act of God, act of a public enemy, injunction, riot, strike, lockout, insurrection, war, terrorist attack, court order, requisition or order of governmental body or authority, and inability to procure labor or materials from normally available sources. Notwithstanding the preceding definition of a *Force Majeure* Event, a *Force Majeure* Event excludes economic hardship, changes in market conditions, and insufficiency of funds.

27.2. Suspension of Performance. If a *Force Majeure* Event occurs, the Non-Performing Party is excused from (i) whatever performance is prevented by the *Force Majeure* Event to the extent prevented, and (ii) satisfying whatever conditions precedent to the Performing Party's obligations that cannot be satisfied, but only to the extent they cannot be satisfied due to the *Force Majeure* Event. Notwithstanding the preceding sentence, a *Force Majeure* Event does not excuse any obligation by either the Performing Party or the Non-Performing Party to make any payment required under this License.

27.3. Resumption of Performance. When a *Force Majeure* Event no longer prevents the Non-Performing Party from (i) resuming performance of its obligations under this License, or (ii) satisfying the conditions precedent to the Performing Party's obligations, the Non-Performing Party shall immediately give the Performing Party written notice to that effect and shall resume performance under this License no later than five (5) business days after the notice is delivered.

27.4. Exclusive Remedy. The relief offered by this *Force Majeure* provision is the exclusive remedy available to the Non-Performing Party with respect to a *Force Majeure* Event. In addition, the liability of either party for an event that arose before the occurrence of the *Force Majeure* Event is not excused as a result of such occurrence.

28. Brokers.

Each party represents to the other that it has had no dealings with any real estate broker, agent, or finder in connection with the negotiation of this License, and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this License. Each party shall, to the extent allowed by applicable Florida law, indemnify and hold harmless the other party from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs, and expenses with respect to any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent, or finder.

29. Conditions Precedent.

All obligations of Licensee under this License are subject to the occurrence of, or Licensee's written waiver of, each of the following conditions precedent: On or before expiration of the Permit Period, obtaining all necessary permits and approvals from all governmental and regulatory agencies necessary for: (a) the completion of the ATM facility, including Licensee's signage and (b) Licensee's use and occupancy of the Premises, each without payment of unusual fees or costs or the satisfaction of unusual conditions. Licensor shall cooperate in making and executing any applications that may be requested by Licensee to obtain any necessary governmental or regulatory approvals. Each of Licensee's approvals which are a condition precedent to Licensee's obligations hereunder may be given or withheld in Licensee's sole and absolute discretion without considering the interests of Licensor or any third-party. If all of the conditions precedent have not been satisfied or waived in writing by Licensee within the time limits specified herein, then all of Licensee's obligations hereunder terminate upon written notice given by Licensee to Licensor; provided, however, that Licensee, by written notice to Licensor, may extend by up to 45 days the period within which any condition precedent may be satisfied or waived.

30. Additional Terms.

30.1. Successors or Assigns. The terms, conditions, covenants, and agreements of this License extend to and are binding upon Licensor, Licensee, and their respective heirs, administrators, executors, legal representatives and permitted successors, subtenants, and assigns, if any, and upon any person or entity coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

30.2. Severability. If any term, covenant, or condition of this License or the application thereof to any person or circumstance is, to any extent, invalid, illegal, or unenforceable, the remainder of this License, or the application of such term, covenant, or condition to parties or circumstances other than those to which it is held invalid, illegal, or unenforceable, is not affected thereby and each term, covenant, and condition of this License remains valid and enforceable to the fullest extent permitted by law, but only if the essential terms and conditions of this License for each party remain valid, binding, and enforceable.

30.3. Memorandum of License. No party shall record in the public records the License or any short form or memorandum thereof without Licensor's written consent, which may be withheld in Licensor's sole and absolute discretion.

30.4. Waiver. The parties may waive any provision of this License only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this License, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

30.5. Amendment. The parties may amend this License only by a written agreement of the parties that identifies itself as an amendment to this License (including a facsimile thereof per Section 30.10 below).

30.6. Headings & Interpretation. The descriptive headings/captions of the sections and subsections of this License are for convenience only, do not constitute a part of this License, and do not affect this License's construction or interpretation. Whenever used in this License: (i) the words "herein", "hereof", and similar words refer to this License in its entirety and not solely to any specific sentence, paragraph, or section; (ii) the words "include" or "including" are to be construed as incorporating "without limitation"; and (iii) reference to a specific Section or Exhibit is a reference to a Section or Exhibit in this License.

30.7. Choice of Law; Venue. Florida law (without giving effect to its conflict of laws principles) shall govern all matters arising out of or relating to this License and the transactions it contemplates, including its interpretation, construction, performance, and enforcement. In the event of any legal or equitable action arising under this License, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Alachua County, Florida, and the parties specifically waive any other jurisdiction and venue.

30.8. Authority to Execute. Each party represents to the other that this License has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this License. In addition, Licensor represents to Licensee that Licensor has the full right, power, and authority to enter into this License without the necessity of obtaining any third party approval (other than those already obtained by Licensor) and that the terms of this License do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this License.

30.9. No Construction Against Drafting Party. Licensor and Licensee acknowledge that each of them and their respective counsel have had an opportunity to review this License and that this License will not be construed for or against either party merely because such party prepared or drafted this License or any particular provision thereof.

30.10. Counterparts. The parties may execute this License in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., Telecopier, scanned PDF by e-mail, etc.) is as effective as executing and delivering this License in the presence of the other parties to this License. This License is effective upon delivery of one executed counterpart from each party to the other parties. In proving this License, a party must produce or account only for the executed counterpart of the party to be charged. Any party delivering an executed counterpart of this License by facsimile also shall deliver a manually executed counterpart of this License, but the failure to do so does not affect the validity, enforceability, or binding effect of this License.

30.11. Acceptance. The submission of this License to Licensor by Licensee or to Licensee by Licensor does not constitute an offer to lease. This License becomes effective only upon the execution and delivery thereof by both Licensor and Licensee.

30.12. Damages. Notwithstanding anything set forth in this License to the contrary, neither party is liable to the other for any special, indirect, punitive, or consequential damages.

30.13. Time of the Essence. Time is of the essence in this License.

30.14. Business Days. “**Business Day**” (or “**business day**”) means, as to any party, any day that is not a Saturday, Sunday, or other day on which national banks are authorized or required to close in the state, commonwealth, or jurisdiction where the Premises are located. If the last day of any time period under this License, or the last day for performance of any obligation, or for giving any notice, or for taking any other action under this License falls on a day that is not a Business Day, then the last day of such time period is extended to the first day thereafter that is a Business Day.

30.15. Attorneys’ Fees. Intentionally deleted

30.16. Third-Party Beneficiaries. This License does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

30.17. Survival. The provisions of this License that would require that they survive the termination of the License in whole or part to give them full effect will survive the termination of this License in whole or part for any reason, regardless of the date, cause, or manner of such termination. In addition, all rights of action arising from or related to this License that accrue during the term of the License, and any remedies for such claims, both legal and equitable, will survive termination.

30.18. Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

30.19. Licensor's Sovereign Immunity. Notwithstanding any provision of this License to the contrary, nothing contained herein shall be construed or interpreted as (a) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (b) the consent of Licensor or the State of Florida or their agents and agencies to be sued; or (c) a waiver of either Licensor's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, *Florida Statutes*.

30.20. Merger/Prior Agreements. THIS LICENSE CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS LICENSE. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS LICENSE ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS LICENSE. THE PROVISIONS OF THIS LICENSE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS LICENSE, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LICENSE. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS LICENSE OTHER THAN THOSE EXPRESSLY STATED IN THIS LICENSE.

31. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY FLORIDA LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

32. Availability of Funds. All obligations of the Licensor under this License agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida and/or the allotment of funds through contractor or grant programs.

[SIGNATURES ON FOLLOWING PAGE]

The parties hereby execute this License as of the dates set forth below.

Licensor:

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, a public body

Witnesses:

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Reviewed by the Office of the Vice President and General Counsel, University of Florida

Licensee:

By 1st Signatory:

Witnesses as to 1st Signatory:

Print Name: _____

Print Name: _____

Witnesses as to 2nd Signatory:

Print Name: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

By 2nd Signatory:

Print Name: _____

Title: _____

Date: _____

Vendor:

Witnesses

Print Name: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

SAMPLE

EXHIBIT A

REAL PROPERTY SITE PLAN

SAMPLE

EXHIBIT B

SITE PLAN OF PREMISES

SAMPLE

EXHIBIT C

ATM FACILITY DESIGN

SAMPLE

EXHIBIT E

LICENSOR'S W-9

SAMPLE