

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12-22-2017

Contract/Lease Control #: C18-2664-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: BRINKS COMPUSAFE SERVICE

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/11/2017

Expiration Date: 12/10/2022 W/1 YR RENEWALS

Description of
Contract/Lease: COMPUSAFE SERVICE AGREEMENT

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office



Brink's, Incorporated
855 Dividend Drive
Coppell, TX 75019

ROD JD PERDUE IT FLY
SEP 24 2020 4:14:22

September 16, 2020

8.1.1821 1 MB 0.438 13508551 ps 886486 1-2 3



BOARD OF COUNTY COMMISSIONERS
302 N WILSON ST SUITE 203
CRESTVIEW FL 32536-3474

CONTRACT#: C18-2664-BCC
BRINKS COMPUSAFE SERVICE
COMPUSAFE SERVICE AGREEMENT
EXPIRES: 12/10/2022 W/1 YR RENEWALS

Dear BOARD OF COUNTY COMMISSIONERS

Brink's is committed to being your trusted cash-in-transit provider. By hiring and training highly qualified personnel to securely transport and process deposits, our goal is to consistently provide our customers with the best service in the industry.

During the ongoing pandemic, and civil unrest, Brink's continues to take precautions for the health and safety of our customers and our associates. Our investment in health and safety is in addition to our investments and commitments to improve service quality and technology.

Factors such as hiring expenses, rising costs of employee healthcare benefits, and economic wage increases in a number of locations have each contributed to increased labor expenses in the past year. Most importantly, Brink's is committed to providing a competitive wage to our team members.

As a result of these factors, 2021 rates will increase as follows: \$2.95 average per trip increase for cash transportation (CIT) services. All other services will also increase by 4.90%.

You are eligible for a 20% reduction to the rate increases above if your increase is activated by October of 2020. These applied changes will be automatically reflected on your October invoice. Please contact your account representative or contact us at <https://form.jotform.com/202196169826158> if you prefer to opt-out of this incentive and accept the higher rates listed above, effective in 2021.

Thank you for your business during a year that has been challenging for many of our customers and partners.

Sincerely,

Brink's Customer Experience Team

Pick-up Location	Department Name	2009	2010 3.5% increase	2011 none	2012 3.5% increase	2013 6% increase	2014 4% increase	2015 4% increase	2016 5% increase	2017 5% increase	2018 8% increase	2019 8% increase	2020 7.4% increase	2021 6.691% increase
302 N Wilson St, Crestview FL 32636-3473 a/b 101 E James Lee Blvd, Crestview FL 32636	Finance	462.27	478.45	478.45	495.20	524.91	545.91	567.75	596.14	625.95	676.03	730.11	784.35	836.83
1804 Lewis turner Blvd, Fort Walton Beach FL 32547-5205	WS	438.17	453.51	453.51	469.38	497.54	517.44	538.14	565.05	593.30	640.76	692.02	743.45	793.20
812 E James Lee Blvd, Crestview FL 32539-3118	GM - N	Service added Oct 1, 2018							580.30	609.32	658.07	710.72	763.52	814.61
1701 SR 85, Eglin AFB FL 32542	Airport	450.00	465.75	465.75	482.05	510.97	531.41	552.67	580.30	609.32	658.07	710.72	763.52	814.61
1250 N Eglin Pkwy, Shalimar FL 32579	Cty Admin/GM - S	Service added Oct 1, 2018							580.30	609.32	658.07	710.72	763.52	814.61
Monthly Total		1,397.71	1,397.71	1,446.63	1,533.43	1,594.76	1,658.55	2,902.09	3,047.19	3,290.99	3,554.28	3,818.36	4,073.85	



Brink's, Incorporated
P.O. Box 619031
Dallas, Texas 75261-9031 U.S.A.
Tel: (469) 549-6000

September 17, 2019

CONTRACT#: C18-2664-BCC
BRINKS COMPUSAFE SERVICE
COMPUSAFE SERVICE AGREEMENT
EXPIRES: 12/10/2022 W/1 1 YR RENEWAL

4.1.1785 1 MB 0.425 67261S11.p01 013878304 1-1



BOARD OF COUNTY COMMISSIONERS
302 N WILSON ST SUITE 203
CRESTVIEW FL 32536-3474

Dear BOARD OF COUNTY COMMISSIONERS,

Brink's is committed to being your trusted cash-in-transit provider. By hiring and training highly qualified personnel to securely transport and process deposits, our goal is to consistently provide our customers with the best service in the industry.

In a marketplace growing progressively more competitive for experienced security professionals, we must also face the increased costs of staffing. Factors such as hiring expenses, rising costs of employee healthcare benefits, and economic wage increases in a number of locations have each contributed to increased labor expenses in the past year.

As a result, your 2020 rates will increase as follows: \$3.05 average increase per trip for cash transportation (CIT) services. All other service fees will increase by 4.90%.

You are eligible for a 20% reduction to the above rate adjustments if your increase is activated by October of 2019. These applied changes will be automatically reflected on your October invoice. Please contact your account representative or complete the form at <https://form.jotform.com/92184490486163> if you prefer to opt-out of this incentive and accept the higher rates listed above, effective in 2020.

Sincerely,

Rick J. Gruszecki
SVP Customer Experience

BRINK'S



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

CONTACT NAME: Beecher Carlson Insurance Services
PHONE (A/C, No, Ext): 6785394800 FAX (A/C, No): 7708703031
E-MAIL ADDRESS:

www.beechercarlson.com

RECEIVED

INSURED The Brink's Company
1801 Bayberry Court
Richmond VA 23226

AUG 24 2018**BY: P. R. C. H.**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B: Arch Indemnity Insurance Company	30830
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 39276545**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			31 WC I0502803 (AOS)	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	34 WC I0502903 (CA, KY, MO, NY, TX)	1/1/2018	1/1/2019	E.L. EACH ACCIDENT \$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$2,000,000
							E.L. DISEASE - POLICY LIMIT \$2,000,000
A	Excess Workers' Compensation			31 WC X0503003 (OH)	1/1/2018	1/1/2019	EL Each Accident 1,250,000
							EL Disease-Ea Emp 1,250,000
							EL Disease-Pol Lim 1,250,000
							SIR \$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

018-2664-BCC

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sharon D. Brainard

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Protective Insurance Company
P.O. Box 7099
Indianapolis, IN 46207-7099
(317) 636-9800 Ext. 5089

Date Issued: 12/15/2017
SEQ#: 00021034
00010992-002

Certificate Of Insurance

This Certificate issued to:

SAMPLE
FOR INFORMATIONAL PURPOSES ONLY



Certifies placement of insurance coverage for the account of

BRINK'S INCORPORATED
AND ALL SUBSIDIARIES
555 DIVIDEND DRIVE, SUITE 1000
COPPELL, TX 75019

With the following insurers, individually and not jointly, providing insurance as listed:

Protective Insurance Company Policies: X 001952

For the following coverages:

Automobile Liability
General Liability including Personal Injury and Property Damage

For Limits of \$2,000,000 CSL per occurrence/\$4,000,000 General Liability Aggregate

Effective: January 01, 2018

Expiration: January 01, 2019

In the event of policy cancellation or material change, every reasonable effort will be made to advise the certificate holder named hereon, at the address indicated, of such cancellation or material change within 30 (Thirty) days thereof.

Signed at Indianapolis, Indiana this 15th day of December , 2017

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER COVERAGE AFFORDED BY THE POLICY LISTED HEREIN.

By:



Ref: DP0

POLICY NUMBER EE1801816/NA/USA et al/

LOSS PAYEE:-

ADDRESS:-

JLT Specialty Limited
The St Botolph Building
138 Houndsditch
London. EC3A 7AW
Website: www.jltspecialty.com

This Certificate is issued by JLT Specialty Limited under authority from underwriters and on underwriters' behalf.

This Certificate gives information as to the insurance of below-mentioned policies and sets forth certain features of the coverage as stated in said policies as they stand as of the date of issue hereof. This Certificate confers no rights on the holder(s). Said policies which contain the full provisions of the contract and insurance granted thereby are subject to endorsement, alteration, transfer, assignment and cancellation without notice to the holder(s) of this Certificate.

THIS IS TO CERTIFY that Underwriters at LLOYD's London and Certain Insurance Companies subscribing to Policy EE1801816/NA/USA et al expiring 31st December 2018 issued to Brink's Incorporated et al ("the Policy") have agreed subject to the terms, exclusions and conditions contained in the Policy to pay the Loss Payee under the terms of the Policy, the key provisions of which are summarised below:

In so far as the insurance is covering the liability assumed by Brink's Incorporated and/or related companies (hereinafter referred to as Brink's, Incorporated et al) including any act or omission of any employee of Brink's Incorporated et al or of any person or persons acting in the capacity of an employee of Brink's Incorporated et al with Brink's, Incorporated et al's consent, under any contracts or agreements now in being or hereafter entered into between Brink's, Incorporated et al and the Loss Payee. In the event of loss arising under this Policy insurers will pay the loss payee directly within fifteen (15) days after Proof of Loss has been received by said insurers in so far as such loss has not been promptly paid by Brink's Incorporated et al. Any such payment shall be returned to Insurers to the extent that similar payment is made by Brink's Incorporated et al to the Loss Payee on account of such loss;

For physical loss or damage, arising from any cause whatsoever, to property of customers, consisting of Gold, Silver, Platinum, Palladium and other precious metals; copper and/or copper powder, indium, germanium and nickel; Coin and paper money, including Bank notes; signed or unsigned Travellers' Cheques; Tokens and License plates; Licenses; Jewelry and Precious stones; Postage and revenue stamps; Ration coupons, defense, food and trading stamps; Postal, express and other money orders; Bonds, coupons, stock certificates and other securities; Certificates of deposit, checks, drafts, notes, bills of lading, warehouse receipts and all other commercial papers; stamp collections; electronic components, computer chips, data tapes, credits cards, holograms, image intensifiers; mobile telephones; gaming consoles, MP 3's, MP 4's; documents and other valuables.

Notwithstanding the foregoing the Policy does not insure against loss or damage caused by or resulting from :

- (1) War, hostile or warlike action in the time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;
 - (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
 - (b) by military, naval or air forces, or
 - (c) by an agent of any such government, power, authority or forces;
- (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, or confiscation by order of any government or public authority.
- (3) In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
- (4) (a) Subject only to clause (4)(b) and (4) (c) below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
 - (b) Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause (4)(a) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.



- (c) It is understood and agreed that clause (4)(a) shall not apply to an otherwise covered physical loss of the subject matter insured directly caused by theft, robbery, burglary, hold-up or other criminal taking if a computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system is used in the commission of the act(s) of theft, burglary, robbery, hold-up or other criminal taking
- (5) Breakage of statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles, unless caused by fire, lightning, theft and/or attempted theft, cyclone, tornado, windstorm, earthquake, flood, explosion, malicious damage or collision or overturn of conveyance. This exclusion does not however, apply to computer components and/or image intensifiers.

The insurance is also subject to the attached Terrorism Exclusion Clause NMA 2920 and Termination of Transit Clause.

This insurance covers only within the United States and Canada and liability hereunder is limited to USD 100,000,000) for any one loss; but in case of successive losses during the term of the insurance Insurers are liable for each and all of them, up to the amount of the insurance for each loss.

Insurers' liability for any one loss shall not exceed the total amount of applicable coverage arranged on behalf of Brink's Incorporated et al.

This Certificate is issued for information purposes only and confers no rights upon the holder. This document does not amend, extend or alter the coverage afforded by the policies described herein, and JLT Specialty Limited excludes any liability, howsoever arising and to the fullest extent possible at law to any and all recipient or holders of this document.

JLT SPECIALTY LIMITED

CERTIFICATE ISSUED TO:

ADDRESS:

DAVID GORDON
CEO
Specie Fine Art & Jewellery

DATE:

TERRORISM EXCLUSION ENDORSEMENT
(in respect of static risks)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01
NMA2920

TERMINATION OF TRANSIT CLAUSE (TERRORISM)
(in respect of transit risks)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

- 1 Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by :

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or

any person acting from a political, ideological or religious motive,

such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE**

either

- 1.1 as per the transit clauses contained within the contract of insurance,

or

- 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,

or

- 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,
- 1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

- 2 If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

JC2009/056

01/01/2009

SPECIMEN



COMPUSAFE® SERVICE AGREEMENT

CUSTOMER # 10000106234

This CompuSafe® Service Customer Agreement is made as of 11th day of December, 2017, (the "Agreement"), by and between **BRINK'S U.S., A DIVISION OF BRINK'S, INCORPORATED** ("Brink's") with offices located at **555 Dividend Drive, Coppell, TX** and **OKALOOSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA** ("Customer"), with offices located at **302 N WILSON ST Ste 302, CRESTVIEW, FL, 32536-3474**. Brink's agrees to provide Brink's CompuSafe® Services in accordance with the terms and conditions stated herein.

1. DEFINITIONS.

- (a) "Content Report" means a report provided by the Equipment (as defined below) that sets forth the value of each Shipment handled by Brink's, including the "said to contain" amounts for the sealed containers, and other Customer Property collected from the Equipment.
- (b) "Delivery Location" means the location designated by Customer as the place where Brink's is to deliver Shipments.
- (c) "Documentation" means written materials describing the function and use of the Equipment (as defined below).
- (d) "Equipment" means the items of equipment described in Exhibit A together with all related software and accessories and the Documentation. (There may be more than one Exhibit A depending on the Equipment models selected.)
- (e) "Loss" means any loss of, damage or destruction to Property.
- (f) "Maximum Liability Amount" means the total liability assumed by Brink's for Loss of a Shipment, as specified in this Agreement.
- (g) "Pick-Up Location" means the location where the Equipment is installed as shown on Exhibit B.
- (h) "Property" means currency, coin and checks placed in the Equipment.
- (i) "Shipment" means one or more sealed containers, of Property received by Brink's at the same time at a single Pick-Up Location.

2. SERVICES.

- (a) **EQUIPMENT.** Brink's or its authorized contractor ("Brink's Personnel") shall install the Equipment.
- (b) **PICK-UP AND TRANSPORT.** At the frequency and in accordance with Exhibit B, Brink's shall: go to Pick-Up Location(s) for the purpose of picking up Shipments; remove Property from the Equipment; and transport the Property in such Shipments to a Brink's facility where currency processing services described herein will be performed.
- (c) **CHANGE ORDER DELIVERY SERVICE.** Brink's will provide Customer with currency and coins in denominations as requested by Customer ("Change Order"). Change Orders will be delivered by Brink's on scheduled service days as shown on Exhibit B. Change Orders will be provisioned by Customer's bank.
- (d) **PROCESSING.** The Equipment is designed to provide a Content Report for currency deposited through the bill acceptor. Customer will only need to declare a value for Property not having a Content Report. Shipments received by Brink's will be processed as follows: the Shipment will be opened; the Property will be removed and verified against the value shown on the Content Report, or, in the absence of such Content Report, the value declared by Customer; and Brink's will report variances to Customer within one (1) business day of the processing day. Customer agrees to maintain copies of all Content Reports and end of day reports at the Equipment location for a period of not less than ninety (90) days.
- (e) **DELIVERY.** After processing, Brink's shall deliver processed Shipments to the Delivery Location(s).
- (f) **ADDITIONAL SERVICES.** Additional services may be included as part of this Agreement, if specified in Exhibit A. If Customer has opted to take Brink's Daily Credit service, the terms of such service are described on Exhibit C. If Customer has opted to receive CompuSafe Check Imaging service, the terms of such service are described on Exhibit D.
- (g) **CHANGES IN CUSTOMER'S SERVICE REQUIREMENTS.** Pick-Up frequency will be adjusted from time to time as appropriate for the levels of currency being deposited in the Equipment. The parties will endeavor to limit Pick-Up frequency changes to no more than twice in a twelve month period. Upon implementation of such change in frequency, fees shall be adjusted in accordance with Brink's then current rates. Additions or deletions of Customer locations,

frequency of service changes, and changes in fees will be as incorporated into an amended Exhibit B, or as specified on Brink's invoices, letters, or other writings which shall be deemed incorporated by reference into Exhibit B. Customer shall be responsible for all expenses associated with the installation, de-installation, shipping and delivery of Equipment necessitated by a change in service pursuant to this section.

3. TERM.

The term of this Agreement (the "Agreement Term") shall commence on the date first stated above ("Agreement Date") and shall continue until all Equipment provided to Customer under this Agreement, as specified on Exhibit A, has been returned to Brink's in accordance with the terms of this Agreement. The term of Customer's use of each unit of Equipment (the "Equipment Term") shall commence on the later of the Agreement Date or the date the Equipment is installed and shall continue for an initial period of five (5) years unless earlier terminated as provided herein. Thereafter, the Equipment Term for each unit of Equipment shall automatically renew for successive one (1) year periods unless either party gives written notice of its intention not to renew no later than ninety (90) days prior to the expiration of the then current Equipment Term.

4. FEES.

- (a) Beginning on the date of each Equipment Term, Customer shall commence paying to Brink's the fees for such Pick-Up Location as set forth in Exhibits A and B (the "Fee"). Customer shall pay all outstanding invoices for services rendered by Brink's prior to the Agreement Date.
- (b) Brink's may increase Fees effective on each anniversary date of this Agreement by no more than the greater of the percentage increase in the Consumer Price Index ("CPI") (as determined by the U.S. Department of Labor, Bureau of Labor Statistics CPI for All Urban Consumers, U.S. City Average) for the preceding twelve (12) month period or five percent (5%), or upon written communication in the event of a change in economic conditions that increases Brink's operating costs. Customer shall also pay the monthly fuel surcharge as described in Exhibit A. Brink's will invoice Customer for the Fees and other charges owed for each location. If Customer's obligation to pay any Fee does not commence on the first day of a month, the Fee for such location for such month shall be a pro rata portion of the Fee for such location.
- (c) Customer shall pay the Fees owed within thirty (30) days of the invoice date. If Customer disputes the accuracy of an invoice, Customer will provide Brink's written notice of the claimed inaccuracy within sixty (60) days of the invoice date or such claim will be deemed waived by Customer. All undisputed Fees remaining unpaid after the invoice due date ("Unpaid Obligations") are subject to interest of one and one half percent (1½%) per month but in no case above the maximum rate allowed by law. Customer shall also be responsible for all expenses incurred by Brink's as the result of any default on the part of Customer, including costs incurred in filing claims and recouping property in Bankruptcy Court, Federal District Court or State Court proceedings, including, without limitation, reasonable attorney's fees. All such expenses shall become part of Customer's Unpaid Obligations due to Brink's. In addition to any and all other remedies, Customer agrees that Brink's shall be permitted to retain as a credit and to offset against such Unpaid Obligations plus interest and collection expenses, on a dollar for dollar basis, any Property which Brink's has in its possession under this Agreement.
- (d) Except as stated in Exhibit C, Customer hereby pledges and assigns to Brink's all Shipments and Property which come into Brink's possession as collateral to secure Customer's obligations to Brink's hereunder and authorizes Brink's to take all actions necessary to protect and perfect its lien in such collateral, including filing of UCC-1 statements.

5. EQUIPMENT DELIVERY, INSTALLATION, USE AND LOCATION.

- (a) On the delivery dates mutually agreed by the parties, Brink's shall arrange for the Equipment to be delivered to and installed in the appropriate Customer location(s) set forth in Exhibit B. Brink's will invoice Customer, and Customer shall be solely responsible for promptly paying any expenses, as set forth in Exhibit A, associated with the shipping and installation of the Equipment including repeat trips caused by the site not being prepared for installation.
- (b) Customer shall arrange for, and be solely responsible for all expenses associated with the site preparation for installation of the Equipment. Customer must provide a secure location for Equipment installation, per instructions provided by Brink's. The installation location must ensure that Brink's Personnel have unimpeded access to the Equipment to provide service.
- (c) The Equipment shall be used and operated by Customer only in the ordinary course of its business in accordance with all applicable Brink's instructions, governmental laws, rules and regulations. Customer shall make the Equipment available to Brink's or its agents for inspection during Customer's normal business hours at any location where the Equipment is used or stored.
- (d) The Equipment shall not be removed without Brink's prior written consent.

6. EQUIPMENT ACCESS.

- (a) Customer agrees that the Equipment shall be opened by Brink's Personnel.
- (b) Customer agrees that if Brink's Personnel are unable to obtain immediate access to the Equipment, Brink's shall, at its sole discretion, either depart from the Customer's location or remain for a reasonable period of time and charge Customer Waiting Time charges at the rate set forth in Exhibit A.

7. EQUIPMENT REPAIR.

During the Equipment Term, Brink's shall repair the Equipment at no additional cost to Customer, except that Customer shall pay for repairs arising out of: (i) abuse and/or vandalism of the Equipment whether by employees or agents of Customer or others; (ii) incorrect or insufficient training by Customer of its employees or agents; (iii) utilization of the Equipment contrary to the Documentation; (iv) note acceptor jams; or (v) events beyond Brink's control such as, without limitation, lightning, earthquake, fire, riot, civil unrest, authority of law, or water damage. Brink's shall undertake such repair within one day of being informed of the need for repair. **THE FOREGOING REPAIR OBLIGATION IS GIVEN IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY AND SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. BRINK'S MAKES NO WARRANTY THAT THE EQUIPMENT IS NEW, MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.**

8. UNAUTHORIZED EQUIPMENT ACCESS AND ALTERATIONS

- (a) Customer shall not permit any party other than Brink's Personnel to service, repair or maintain the Equipment without Brink's prior written consent.
- (b) Customer shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Brink's. Customer shall operate the Equipment in compliance with all Documentation.

9. RETURN OF EQUIPMENT.

Upon the expiration or earlier termination of any Equipment Term or the Agreement Term, or upon demand by Brink's pursuant to Section 18 or 20, Customer shall permit Brink's to obtain possession of the Equipment. Except as otherwise provided in Section 20, Customer shall pay all costs incurred by Brink's in obtaining possession of the Equipment and in returning the Equipment to the storage facility designated by Brink's.

10. EQUIPMENT TITLE, OWNERSHIP AND LIENS.

Customer shall have no right, title or interest in the Equipment except as specifically set forth in this Agreement. Customer agrees that Brink's may lease the Equipment from one or more lessors. Customer agrees that its interests, if any, in the Equipment are subject and subordinate to the interests of such lessor(s). CUSTOMER SHALL NOT ASSIGN, LEASE OR TRANSFER ALL OR ANY PART OF THE EQUIPMENT OR CUSTOMER'S RIGHTS OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF BRINK'S. If at any time during the Agreement Term Brink's supplies Customer with labels, plates or other markings evidencing ownership, security or other interest in the Equipment, Customer shall affix and keep the same displayed on the Equipment at all times. Customer shall, at its sole cost and expense, keep the Equipment free and clear of all liens, charges, debts, mortgages, pledges, security interests, claims and any other type of encumbrances, and shall not attempt in any other manner to dispose of the Equipment; and Customer shall defend Brink's title to the Equipment against such claims allowed by Customer. In the event that Customer's landlord claims title to or an interest in any of the Equipment, Customer agrees to take all steps necessary, at its own cost and expense, (including taking appropriate legal action) to obtain the Equipment and return it to Brink's. In addition, Customer shall indemnify, defend, protect and hold Brink's harmless from all claims resulting from its possession or use of the Equipment. If Customer is not successful in obtaining such Equipment and returning it to Brink's, Customer agrees to pay Brink's the "Stipulated Loss Value" as specified in Exhibit A for such Equipment.

11. RISK OF LOSS OF EQUIPMENT.

- (a) Upon delivery of the Equipment to the Customer, Customer shall bear the entire risk of loss, damage, theft, or destruction of the Equipment or any part thereof from any and every cause whatsoever, and no such loss, damage, theft or destruction shall relieve Customer of its obligation to pay the Fees to Brink's or to comply with any other provision hereof. Risk of loss shall return to Brink's only after the Equipment has been returned to Brink's.
- (b) If the Equipment is lost, stolen, destroyed or irreparably damaged due to any cause, Customer shall promptly notify Brink's in writing of the occurrence and shall immediately pay to Brink's an amount equal to the applicable Stipulated Loss Value of such Equipment. Brink's shall have the right, at its option, to retake possession of damaged or destroyed Equipment. Upon payment of the Stipulated Loss Value, Customer may elect, by written notice to Brink's, to either terminate the remainder of the Equipment Term or request replacement Equipment and continue the Equipment Term. Customer shall pay for the shipping and installation of replacement Equipment.

12. BRINK'S INSURANCE.

Brink's will maintain at all times during the term of this Agreement, insurance payable to Brink's in such amounts and against such risks as shall adequately cover the Maximum Liability Amount. Upon Customer's written request, Brink's will provide a certificate of insurance. Customer shall be given thirty (30) days' notice in the event such insurance coverage is canceled, not renewed or materially restricted.

13. CUSTOMER INSURANCE; LIABILITY LIMITATION.

- (a) Customer shall at all times prior to the return of the Equipment to Brink's in accordance with Section 9 carry and maintain, at Customer's sole cost and expense, (i) insurance against loss or damage to the Equipment by fire, theft, explosion, water damage and all other hazards and risks ordinarily insured against by owners or users of such properties in similar businesses and (ii) general comprehensive liability insurance coverage. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Customer shall provide to Brink's evidence of such insurance coverage. Brink's shall be notified within thirty (30) days in the event that such

insurance coverage shall be canceled, not renewed or substantially modified.

- (b) Customer shall not be liable under any circumstance whatsoever for consequential, special incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of Customer and whether or not Customer had knowledge that such losses or damages might be incurred.

14. BRINK'S LIABILITY LIMITATIONS AND EXCLUSIONS.

- (a) Brink's guarantees that the contents of an Equipment's cassette received by Brink's shall match the amount of moneys shown on the Content Report, except to the extent a discrepancy is due to failure of the Equipment or counterfeit currency. While the Equipment is equipped with counterfeit detection software, some counterfeit notes are not detected; therefore, Customer acknowledges and agrees that any counterfeit notes which are later detected shall be deducted from the total sum of money originally shown on the Content Report. In the event the contents of a cassette in the Equipment shall be in question, Customer shall provide all documentation available to establish the contents of the cassette in the Equipment. In the event that a Content Report is not available, Brink's count shall be binding and conclusive upon both parties. Terms of this guarantee will be modified if the Customer purchases an Enhanced Contents Guarantee.
- (b) In no case shall Brink's be responsible for Property until the point at which the Equipment is opened by Brink's. Brink's responsibility shall terminate when the Property has been delivered to the Delivery Location.
- (c) Brink's liability for any of its obligations under this Agreement, including without limitation liability for any Loss, is limited to the lesser of: (i) the Maximum Liability Amount; or (ii) the actual amount lost as evidenced by business records, including the Content Report. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Brink's, and agrees, in the event of Loss, to be bound by its declaration of value. (d) Brink's shall not be liable for non-performance or delays of service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or events beyond Brink's control.
- (d) Brink's shall not be liable for non-performance or delays of service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or events beyond Brink's control.
- (e) Brink's shall not be liable for Loss or for non-performance or delays of service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority. (b) In no case shall Brink's be liable for Loss or for non-performance or delays of service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to by or arising from: (i) any chemical, biological, bio-chemical or electromagnetic weapon; (ii) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (iii) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (v) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (vi) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause (vi) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes. **The following limitation shall not apply to Property in transit.** Brink's shall not be liable for Loss or for nonperformance or delays of service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- (f) **Brink's is not an insurer under this Agreement. Brink's shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including without limitation lost profits, business interruption, interest or savings) whether or not caused by the fault or negligence of Brink's and whether or not Brink's had knowledge that such losses or damages might be incurred.**

15. FILING OF CLAIMS; PROOF OF LOSS

- (a) In the event of any Loss, Customer shall inform Brink's as soon as practicable and give written notice to Brink's within one (1) business day after any Loss or suspected Loss is discovered or should have been discovered so that Brink's can initiate effective investigation of the Loss. In no event will Customer provide notice of the Loss more than thirty (30) days after Brink's collection of the Property (or delivery of a Change Order). Customer shall promptly verify all Shipment deliveries. Unless notice is given by Customer within the time set forth in this paragraph, any and all claims by Customer for the Loss shall be deemed waived. No action, suit or other proceeding to recover for any such Loss shall be brought against Brink's unless (a) the above notice has been given to Brink's, and (b) such action, suit or proceeding is commenced within twelve (12) months after Brink's collection of the Property.

- (b) Customer shall maintain a record of all Property placed in the Equipment and shall promptly and diligently assist Brink's in the investigation of any Loss or suspected Loss. Customer agrees to diligently endeavor to mitigate its damages in connection with any Loss.
- (c) Affirmative written proof of the Loss, subscribed and sworn to by Customer and substantiated by books, records and accounts of Customer, shall be furnished to Brink's prior to payment of a claim. Upon payment of a claim by Brink's, Customer hereby assigns to Brink's all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties related to the Loss. Customer will execute any documents necessary to perfect such assignment upon request by Brink's.

16. TAXES.

Federal, state and local taxes, as applicable, will be added to the invoices, and are payable to Brink's by Customer.

17. DEFAULT BY BRINK'S.

Customer shall be entitled to terminate the Equipment Term for Equipment at a particular location in the event of a material breach by Brink's of this Agreement with respect to that location, provided such breach continues for a period of thirty (30) days after Brink's receipt of written notice from Customer specifying the nature of such breach. If such breach is corrected within the applicable notice period, then such Equipment Term shall continue in full force and effect.

18. DEFAULT BY CUSTOMER.

- (a) A material breach by Customer of this Agreement shall be considered an event of default ("Event of Default") with respect to the affected Pick-Up Location, provided such breach continues for a period of thirty (30) days after Customer's receipt of written notice from Brink's specifying the nature of such breach. If breach is non-payment for services, however, such a default must be cured within five (5) days of written notice by a cashier's check for all outstanding sums due.
- (b) Upon the occurrence of any Event of Default, Brink's may exercise any one or more of the following remedies:
 - (i) Require Customer, at Customer's sole cost and expense, to return any and all of the Equipment in accordance with Section 9, or Brink's, at its option, may enter the Pick-Up Location, and repossess and remove the Equipment;
 - (ii) Declare immediately due and payable all Fees for services provided under this Agreement, all costs associated with the removal and shipment of the Equipment and the balance of Fees to be paid by Customer during the remaining Equipment Term relating to the affected Pick-Up Location, not to exceed twelve (12) months' Fees;
 - (iii) Liquidate all collateral to satisfy Customer's outstanding obligations;
 - (iv) Except as stated in Exhibit C, exercise an offset against all Property, Shipments and other property of Customer in Brink's possession to satisfy Customer's outstanding obligations;
 - (v) Upon written notice to Customer, terminate this Agreement or the Services to the Pick-Up Locations associated with the breach or default.

No failure or delay on the part of Brink's to exercise any right or remedy hereunder shall operate as a waiver thereof. No express or implied waiver by Brink's of any default shall constitute a waiver of any other default by Customer or a waiver of any of Brink's rights.

19. EARLY TERMINATION BY CUSTOMER.

- (a) If Customer terminates an Equipment Term prior to its expiration, Customer shall pay Brink's seventy-five percent (75%) of the balance of Fees to be paid by Customer during the remaining Equipment Term relating to the applicable Pick-Up Location, as well as all expenses associated with the removal and return of the Equipment to the designated Brink's CompuSafe storage facility. Said termination fees provided in this section shall be in addition to all Fees due to Brink's for services already provided.
- (b) Notwithstanding the foregoing, upon thirty (30) days prior written notice:
 - (i) In the event a location is closed, Customer shall, with Brink's written consent, have the right to relocate the unit of Equipment to a different Customer location within the Brink's service area, and Customer shall pay the cost of removal, transportation and re-installation of the Equipment. In the event of such an Equipment move, Fees will be abated for no more than one month and the Equipment Term for such Equipment will be extended for one month.
 - (ii) If Customer sells its business at a location where any Equipment is present to a third party, and said purchaser enters into a CompuSafe® Agreement with Brink's for the Equipment within such notice period, then Customer may terminate the Equipment Term with respect to such Equipment. In such event, Customer shall have no further obligation under this Agreement with respect to such Equipment, other than payment for services already provided.
- (c) Upon the occurrence of any event of termination relating to a specific Pick-Up Location pursuant to this section, this Agreement shall remain in full force and effect to cover the remaining Pick-Up Locations.

- 20. EARLY TERMINATION BY BRINK'S.** Notwithstanding the Agreement Term set forth in Section 3, (i) if Brink's is required by any court of law or governmental agency to cease operating or to recall the Equipment or (ii) if any other party is deemed to have rights in the Equipment other than Brink's and Customer, then Brink's shall have the right to terminate this Agreement without any penalty, provided Brink's has given Customer thirty (30) days prior written notice of its decision to terminate and

Brink's arranges, at its sole cost and expense, for the pick-up and return of the Equipment. Such costs and expenses are limited solely to the removal of the Equipment from Customer's premises and its transportation to Brink's facility and will in no case cover the cost of returning Customer's premises to its original state (except for damages caused by Brink's negligence in performing such removal).

21. **CHANGES TO U.S. CURRENCY.** In the event that the United States government issues a new currency design or undergoes any change which requires modification of the Equipment, Brink's agrees to modify the Equipment and Customer agrees to pay the cost related to such modifications as specified in Exhibit A.
22. **SUCCESSORS.** All of the covenants, conditions and obligations contained herein shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
23. **CONFIDENTIALITY.**
 - (a) Brink's and Customer may have access to certain information identified by the other party as confidential in connection with performing their duties and obligations under this Agreement ("Confidential Information"). Brink's and Customer (when the "receiving party") agree to treat such information as confidential and shall not use or disclose Confidential Information other than in the performance of this Agreement. "Confidential Information" includes but is not limited to information relating to each party's (i) internal business procedures and information which relate to the methods and practices used by such party to conduct its business and which are not otherwise publicly available, and (ii) copyrights, trade secrets and patents. Confidential Information shall not include information which (i) is in the public domain at the time of disclosure or later enters the public domain through no fault of the receiving party, (ii) is received by the receiving party from a third party independent of the disclosing party without restriction, (iii) is presently known to the receiving party or is acquired or developed by the receiving party independent of the disclosures made by the disclosing party pursuant to this Agreement, (iv) is required to be disclosed by law, judicial or administrative process or by governmental authority or (v) is disclosed with the written consent of the disclosing party.
 - (b) Customer shall not, nor shall Customer assist any third party in any attempt to, duplicate or reverse engineer any of the design or processes embodied in the Equipment.
24. **PUBLICITY RELEASE.** The parties agree that neither party shall have the right to make public announcements regarding this Agreement without the written consent of the other party. Neither party shall use the other party's trade name, likeness, trademarks or logo, without the other party's prior written consent.
25. **MISCELLANEOUS.**
 - (a) Unless otherwise agreed upon, Customer will make its premises available between the hours of 9:00 a.m. and 5:00 p.m. for Pick-Up services and repair services. The armored transportation services shall be performed at the time Brink's regular route is in the immediate area of the Pick-Up Location and Delivery Location. If Brink's agrees to provide services outside of regularly scheduled routes, additional charges will apply. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon.
 - (b) Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of this Agreement.
 - (c) Customer agrees that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement, and that this Agreement governs the rights and responsibilities of Customer and Brink's. Customer agrees to look only to the provisions of this Agreement for any claim against Brink's relating to Customer's Property.
 - (d) All notices under this Agreement, shall be in writing and shall be deemed given to the other party immediately upon: personal or messenger delivery; receipt date of facsimile transmission; or receipt date of overnight courier service; or receipt date of registered or certified mail. Notice shall be sent to the party at the address shown on the front of this Agreement or to such other address as either party may specify by notice. Notice to Brink's shall also be sent to: Legal Dept., Brink's U.S., 555 Dividend Dr., Coppell, TX 75019.
 - (e) The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.
 - (f) CUSTOMER AND BRINK'S HEREBY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT. This provision is a material inducement for the parties to enter into this Agreement.
 - (g) This Agreement may be altered, amended or superseded only in writing signed by the parties. This Agreement, including its Exhibits, constitutes the entire agreement and understanding between Customer and Brink's with respect to the subject matter hereof and supersedes any and all prior agreement or understanding between the parties. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement or any claim or cause of action otherwise arising out of or related to this Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and neither the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, at law or in equity, whether in contract, tort or otherwise, it being agreed that all of such other remedies, entitlements and recourse are hereby expressly waived and released by the parties hereto to the fullest extent permitted by law.
 - (h) Customer's performance of its obligations hereunder shall not be excused or relieved by any claims of Customer to a right(s) of abatement, deduction, setoff or recoupment against Brink's.

- (i) The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.
- (j) This Agreement and the rights and relationships of the parties, and all claims or causes of action (whether in contract or tort) that may be based on, arise out of or relate to this Agreement, shall be governed in all respects by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of laws and principles thereof.

OKALOOSA COUNTY, FLORIDA
("Customer")

By: _____

Carolyn N. Ketchel

(Customer Signature)

Print name: Carolyn N. Ketchel

Title: Chairman



BRINK'S U.S., A DIVISION OF BRINK'S,
INCORPORATED

By: _____

Timothy A. Witt

Authorized Representative

Print name: Timothy A. Witt

Title: SVP - US Sales



CUSTOMER # 10000106234 AGREEMENT # 13400

EXHIBIT A

Number: A-SERIES 3 (1-SNF 1-STD)

This is Exhibit A to the Agreement between Brink's and OKALOOSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("Customer") dated 11-DEC-2017. Agreement No. 13400. Capitalized terms not otherwise defined herein shall have the meaning stated in the Agreement.

1. COMPUSAFE SERVICES

(a) Safe Model, Service Offering, Pricing

The charges for CompuSafe Service are based upon: 1.) CompuSafe model installed; 2.) geographic market of the Pick Up Location; 3.) frequency of armored pickups per week; and 4.) the service options selected.

CompuSafe Model: **SERIES 3 (1-SNF 1-STD)**
Description: CompuSafe Series 3, 1x Single Note Feed (SNF), 1x 1200-note Cassettes

Add-on Module 1:
Description:

Add-on Module 2:
Description:

Add-on Module 3:
Description:

Brink's Safe or Customer Purchase: **Brink's Safe**

Safe Equipment Term Modification – As of the Effective Date of this Exhibit A, the Equipment Term for the safe model type set forth on this Exhibit A shall be five (5) years (60 months) from the date of installation.

Service Offerings:

Connectivity:	Cellular
Web-based Reporting (Info):	YES
Daily Credit (DC) (Exhibit C)	YES
Envelope Drop Package (Exhibit E):	NO
Enhanced Content Guarantee (Exhibit F):	NO
Standard Warranty (previously "Premium Warranty"):	YES
Device Dashboard:	YES

Note: Envelope Drop Package limited to 10 items per drop max, 10 drops/month max included if "yes" marked above; Terms in Exhibit E \$2.00 per drop in excess of 10 per month.

Monthly Pricing:

Weekly Frequency:	Every Other week	1 Day per week	2 Day per week	3 Day per week	4 Day per week	5 Day per week	6 Day per week	7 Day per week
Price:	\$264.00	\$336.00	\$477.00	\$619.00	\$760.00	\$902.00	\$1,044.00	\$1,185.00

Note: The Every Other Week (EOW) level of service with Daily Credit may not be offered by your banking institution. Please confirm with your banking institution.

(b) Site Service Designation

For those sites contained in Exhibit B that are designated as either Rural or Extended service points the following monthly fees shall be added to those fees identified in Section 1 (a) above.

Pickup Frequency	Rural Service Locations	Extended Service Locations
Every Other Week	\$25.00	\$47.50
1-day	\$50.00	\$95.00
2-day	\$100.00	\$190.00
3-day	\$150.00	\$285.00
4-day	\$200.00	\$380.00
5-day	\$250.00	\$475.00
6-day	\$300.00	\$570.00
7-day	\$350.00	\$665.00

(c) Equipment Installation and Shipping Charges

The following rates cover the charges for non-expedited shipping and installation.

♦ New Safe Installation and shipping paid monthly Included in Rate at 1(a)

Installation:

Safe Installation paid upfront	\$375.00
Add-on Module Installation paid upfront	\$200.00

Shipping:

Series 3 Safe Shipping	\$185.00
All Other Safe Shipping	\$324.00
Add-on Module Shipping	\$200.00

De-install:

Safe De-Install, Re-Install	\$375.00
Add-on Module De-Install	\$350.00

- (d) Ownership Conversion Fee \$215.00 per safe
- (e) Bank Conversion Fee (customer changes banks) \$150.00 per safe
- (f) Ethernet Conversion \$215.00 per safe
- (g) Cellular Conversion \$215.00 per safe plus additional cellular monthly charges
- (h) Storage Fees. In the event Customer does not make a Location available for Equipment installation within thirty (30) days of the original installation date specified by Customer, then Customer will pay a storage fee of \$10.00 per day per safe or add-on module. If Customer renovates a Location and requests that Brink's store the Equipment from that Location, Customer will pay a storage fee of \$10.00 per day per safe or add-on module, plus De-installation, shipping, installation, and, if applicable, rush charges
- (i) Research Fee. Customer will pay a fee of \$65.00 per hour (minimum one hour charge) for research requests pertaining to matters such as billing or proof of delivery. Customer will not be charged this fee if the research reveals Brink's is the sole cause of an error.
- (j) Rush Fee (activity requested by the Customer not caused by Brink's negligence, with less than thirty (30) days notice to Brink's, with exception of De-Installation which is ten (10) days notice to Brink's) is \$799.00 per safe plus expedited shipping fees (if applicable)

2. ANCILLARY CHARGES

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS MASTER CSF 13400

CompuSafe Envelope Verification - Standard	\$2.00
CompuSafe Equipment Modification - Remote	\$20.00
CompuSafe Equipment Modification - Trip	\$120.00
CompuSafe Excess Premise Time	\$3.00
CompuSafe First Line Maintenance	\$215.00
CompuSafe Holiday Service	\$75.00
CompuSafe Unscheduled Trip	\$100.00
Excess premise time	6 minutes 00:01 - 23:59

Holidays:

Christmas Day; Columbus Day; Independence Day; Labor Day; Martin Luther King Day; Memorial Day; New Year's Day; Presidents' Day; Thanksgiving Day; Veterans Day

3. **BRINK'S MAXIMUM LIABILITY**

Brink's maximum liability (Maximum Liability Amount) for Loss of Customer's Property is \$75,000.00 per Shipment.

4. **STIPULATED LOSS VALUE**

The Stipulated Loss Value is the specific Equipment rate listed below, declining by 1/60th each month until \$2,000.00 is reached, at which point the value remains constant.

CompuSafe Series 3:	\$4,500.00
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5. **FUEL ADJUSTMENTS**

A fuel adjustment will be determined on a quarterly basis according to the chart and formula below. The formula to determine the fuel surcharge is:

Price of service per Pick Up Location per month x fuel surcharge % x 3 months x total number of Pick Up Locations serviced during previous quarter = Total fuel surcharge to be paid per quarter

Note: Every additional \$0.05 increase in fuel price will result in an additional 0.125% in surcharge. Specific terms and conditions apply. National US Average Highway Diesel Fuel Prices will be those reported as US National Average on the US Energy Information Administration website: eia.doe.gov.

Minimum	Maximum	Surcharge
\$0.01	\$2.50	5.25%
\$2.51	\$2.55	5.38%
\$2.56	\$2.60	5.50%
\$2.61	\$2.65	5.63%
\$2.66	\$2.70	5.75%
\$2.71	\$2.75	5.88%
\$2.76	\$2.80	6.00%
\$2.81	\$2.86	6.13%
\$2.86	\$2.91	6.25%
\$2.91	\$2.96	6.38%
\$2.96	\$3.10	6.50%
\$3.01	\$3.06	6.63%
\$3.06	\$3.11	6.75%
\$3.11	\$3.16	6.88%
\$3.16	\$3.21	7.00%
\$3.21	\$3.26	7.13%
\$3.26	\$3.31	7.25%
\$3.31	\$3.36	7.38%
\$3.36	\$3.41	7.50%
\$3.41	\$3.45	7.63%
\$3.46	\$3.50	7.75%
\$3.50	\$3.55	7.88%
\$3.55	\$3.60	8.00%
\$3.60	\$3.65	8.13%
\$3.65	\$3.70	8.25%
\$3.70	\$3.75	8.38%
\$3.75	\$3.80	8.50%
\$3.80	\$3.85	8.63%
\$3.85	\$3.90	8.75%
\$3.90	\$3.95	8.88%

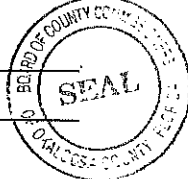
Minimum	Maximum	Surcharge
\$3.95	\$4.00	9.00%
\$4.00	\$4.05	9.13%
\$4.06	\$4.10	9.25%
\$4.11	\$4.15	9.38%
\$4.16	\$4.20	9.50%
\$4.21	\$4.25	9.63%
\$4.26	\$4.30	9.75%
\$4.31	\$4.35	9.88%
\$4.36	\$4.40	10.00%
\$4.41	\$4.45	10.13%
\$4.46	\$4.50	10.25%
\$4.51	\$4.55	10.38%
\$4.56	\$4.60	10.50%
\$4.61	\$4.65	10.63%
\$4.66	\$4.70	10.75%
\$4.71	\$4.75	10.88%
\$4.76	\$4.80	11.00%
\$4.81	\$4.85	11.13%
\$4.86	\$4.90	11.25%
\$4.91	\$4.95	11.38%
\$4.96	\$5.00	11.50%
\$5.01	\$5.05	11.63%
\$5.06	\$5.10	11.75%
\$5.11	\$5.15	11.88%
\$5.16	\$5.20	12.00%
\$5.21	\$5.25	12.13%
\$5.26	\$5.30	12.25%
\$5.31	\$5.35	12.38%
\$5.36	\$5.40	12.50%
\$5.41	\$5.45	12.63%
\$5.46	\$5.50	12.75%

"CUSTOMER"
OKALOOSA COUNTY, FLORIDA

By: Carolyn N. Ketchel
(Customer Signature)

Print name: Carolyn N. Ketchel

Title: Chairman



BRINK'S U.S., A DIVISION OF BRINK'S, INCORPORATED

By: Timothy A. Witt

Print name: Timothy A. Witt

Title: SVP - US Sales



CUSTOMER # 10000106234 AGREEMENT # 13400
EXHIBIT A
Number: A-SERIES 4 (2-SNF 2-STD 2DR)

This is Exhibit A to the Agreement between Brink's and OKALOOSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("Customer") dated 11-DEC-2017. Agreement No. 13400. Capitalized terms not otherwise defined herein shall have the meaning stated in the Agreement.

1. COMPUSAFE SERVICES

(a) Safe Model, Service Offering, Pricing

The charges for CompuSafe Service are based upon: 1.) CompuSafe model installed; 2.) geographic market of the Pick Up Location; 3.) frequency of armored pickups per week; and 4.) the service options selected.

CompuSafe Model: **SERIES 4 (2-SNF 2-STD 2DR)**
Description: CompuSafe Series 4, 2x Single Note Feed (SNF), 2x 1200-note Cassettes, 2nd Door Lower Storage (2DR)

Add-on Module 1:
Description:

Add-on Module 2:
Description:

Add-on Module 3:
Description:

Brink's Safe or Customer Purchase: **Brink's Safe**

Safe Equipment Term Modification – As of the Effective Date of this Exhibit A, the Equipment Term for the safe model type set forth on this Exhibit A shall be five (5) years (60 months) from the date of installation.

Service Offerings:

Connectivity:	Cellular
Web-based Reporting (Info):	YES
Daily Credit (DC) (Exhibit C)	YES
Envelope Drop Package (Exhibit E):	NO
Enhanced Content Guarantee (Exhibit F):	NO
Standard Warranty (previously "Premium Warranty"):	YES
Device Dashboard:	YES

Note: Envelope Drop Package limited to 10 items per drop max, 10 drops/month max included if "yes" marked above; Terms in Exhibit E \$2.00 per drop in excess of 10 per month.

Monthly Pricing:

Weekly Frequency:	Every Other week	1 Day per week	2 Day per week	3 Day per week	4 Day per week	5 Day per week	6 Day per week	7 Day per week
Price:	\$319.00	\$393.00	\$544.00	\$694.00	\$845.00	\$995.00	\$1,146.00	\$1,296.00

Note: The Every Other Week (EOW) level of service with Daily Credit may not be offered by your banking institution. Please confirm with your banking institution.

(b) Site Service Designation

For those sites contained in Exhibit B that are designated as either Rural or Extended service points the following monthly fees shall be added to those fees identified in Section 1 (a) above.

Pickup Frequency	Rural Service Locations	Extended Service Locations
Every Other Week	\$25.00	\$47.50
1-day	\$50.00	\$95.00
2-day	\$100.00	\$190.00
3-day	\$150.00	\$285.00
4-day	\$200.00	\$380.00
5-day	\$250.00	\$475.00
6-day	\$300.00	\$570.00
7-day	\$350.00	\$665.00

(c) Equipment Installation and Shipping Charges

The following rates cover the charges for non-expedited shipping and installation.

◊ New Safe Installation and shipping paid monthly Included in Rate at 1(a)

Installation:

Safe Installation paid upfront	\$375.00
Add-on Module Installation paid upfront	\$200.00

Shipping:

Series 3 Safe Shipping	\$185.00
All Other Safe Shipping	\$324.00
Add-on Module Shipping	\$200.00

De-install:

Safe De-Install, Re-Install	\$375.00
Add-on Module De-Install	\$350.00

- (d) Ownership Conversion Fee \$215.00 per safe
- (e) Bank Conversion Fee (customer changes banks) \$150.00 per safe
- (f) Ethernet Conversion \$215.00 per safe
- (g) Cellular Conversion \$215.00 per safe plus additional cellular monthly charges
- (h) Storage Fees. In the event Customer does not make a Location available for Equipment installation within thirty (30) days of the original installation date specified by Customer, then Customer will pay a storage fee of \$10.00 per day per safe or add-on module. If Customer renovates a Location and requests that Brink's store the Equipment from that Location, Customer will pay a storage fee of \$10.00 per day per safe or add-on module, plus De-installation, shipping, installation, and, if applicable, rush charges
- (i) Research Fee. Customer will pay a fee of \$65.00 per hour (minimum one hour charge) for research requests pertaining to matters such as billing or proof of delivery. Customer will not be charged this fee if the research reveals Brink's is the sole cause of an error.
- (j) Rush Fee (activity requested by the Customer not caused by Brink's negligence, with less than thirty (30) days notice to Brink's, with exception of De-Installation which is ten (10) days notice to Brink's) is \$799.00 per safe plus expedited shipping fees (if applicable)

2. ANCILLARY CHARGES

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS MASTER CSF 13400

CompuSafe Envelope Verification - Standard	\$2.00
CompuSafe Equipment Modification - Remote	\$20.00
CompuSafe Equipment Modification - Trip	\$120.00
CompuSafe Excess Premise Time	\$3.00
CompuSafe First Line Maintenance	\$215.00
CompuSafe Holiday Service	\$75.00
CompuSafe Unscheduled Trip	\$100.00
Excess premise time	6 minutes 00:01 - 23:59

Holidays:

Christmas Day;Columbus Day;Independence Day;Labor Day;Martin Luther King Day;Memorial Day;New Year's Day;Presidents' Day;Thanksgiving Day;Veterans Day

3. **BRINK'S MAXIMUM LIABILITY**

Brink's maximum liability (Maximum Liability Amount) for Loss of Customer's Property is \$75,000.00 per Shipment.

4. **STIPULATED LOSS VALUE**

The Stipulated Loss Value is the specific Equipment rate listed below, declining by 1/60th each month until \$2,000.00 is reached, at which point the value remains constant.

CompuSafe Series 4:	\$8,600.00
---------------------	------------

5. **FUEL ADJUSTMENTS**

A fuel adjustment will be determined on a quarterly basis according to the chart and formula below. The formula to determine the fuel surcharge is:

Price of service per Pick Up Location per month x fuel surcharge % x 3 months x total number of Pick Up Locations serviced during previous quarter = Total fuel surcharge to be paid per quarter

Note: Every additional \$0.05 increase in fuel price will result in an additional 0.125% in surcharge. Specific terms and conditions apply. National US Average Highway Diesel Fuel Prices will be those reported as US National Average on the US Energy Information Administration website: eia.doe.gov.

Minimum	Maximum	Surcharge
\$0.01	\$2.50	5.25%
\$2.51	\$2.55	5.38%
\$2.56	\$2.60	5.50%
\$2.61	\$2.65	5.63%
\$2.66	\$2.70	5.75%
\$2.71	\$2.75	5.88%
\$2.76	\$2.80	6.00%
\$2.81	\$2.86	6.13%
\$2.86	\$2.91	6.25%
\$2.91	\$2.96	6.38%
\$2.96	\$3.10	6.50%
\$3.01	\$3.06	6.63%
\$3.06	\$3.11	6.75%
\$3.11	\$3.16	6.88%
\$3.16	\$3.21	7.00%
\$3.21	\$3.26	7.13%
\$3.26	\$3.31	7.25%
\$3.31	\$3.36	7.38%
\$3.36	\$3.41	7.50%
\$3.41	\$3.45	7.63%
\$3.46	\$3.50	7.75%
\$3.50	\$3.55	7.88%
\$3.55	\$3.60	8.00%
\$3.60	\$3.65	8.13%
\$3.65	\$3.70	8.25%
\$3.70	\$3.75	8.38%
\$3.75	\$3.80	8.50%
\$3.80	\$3.85	8.63%
\$3.85	\$3.90	8.75%
\$3.90	\$3.95	8.88%

Minimum	Maximum	Surcharge
\$3.95	\$4.00	9.00%
\$4.00	\$4.05	9.13%
\$4.06	\$4.10	9.25%
\$4.11	\$4.15	9.38%
\$4.16	\$4.20	9.50%
\$4.21	\$4.25	9.63%
\$4.26	\$4.30	9.75%
\$4.31	\$4.35	9.88%
\$4.36	\$4.40	10.00%
\$4.41	\$4.45	10.13%
\$4.46	\$4.50	10.25%
\$4.51	\$4.55	10.38%
\$4.56	\$4.60	10.50%
\$4.61	\$4.65	10.63%
\$4.66	\$4.70	10.75%
\$4.71	\$4.75	10.88%
\$4.76	\$4.80	11.00%
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\$4.91	\$4.95	11.38%
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\$5.01	\$5.05	11.63%
\$5.06	\$5.10	11.75%
\$5.11	\$5.15	11.88%
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\$5.21	\$5.25	12.13%
\$5.26	\$5.30	12.25%
\$5.31	\$5.35	12.38%
\$5.36	\$5.40	12.50%
\$5.41	\$5.45	12.63%
\$5.46	\$5.50	12.75%

"CUSTOMER"
OKALOOSA COUNTY, FLORIDA

By: 
(Customer Signature)

Print name: Carolyn N. Ketchel

Title: Chairman



BRINK'S U.S., A DIVISION OF BRINK'S, INCORPORATED

By: 

Print name: Timothy A. Witt

Title: SVP - US Sales



CUSTOMER # 10000106234 AGREEMENT # 13400

EXHIBIT B

LOCATIONS

This Exhibit B is effective as of: 11-DEC-2017

This is Exhibit B to the Agreement between Brink's and OKALOOSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("Customer") dated 11-DEC-2017. Agreement No. 13400. Capitalized terms not otherwise defined herein shall have the meaning stated in the Agreement.

Subject to the terms and conditions set forth in the Agreement, Brink's agrees to provide, and Customer agrees to accept and pay for, services at the Pick Up Location(s) listed in this Exhibit B. Customer Pick Up Locations identified as "Pilot Install" shall be under a -day pilot use period from the date of installation. During the -day pilot use period, Customer may, at Customer's sole discretion, terminate the Agreement upon a five (5) business day written notice. Customer will pay the applicable de-installation fee and ground shipping charges. After the expiration of the -day pilot use period Customer agrees to fulfill the term and other obligations set forth in the Agreement.

SCHD A/NBR	STORE ID/#	PILOT INSTALL Y/N	STREET ADDRESS	CITY & STATE	ZIP	BRINK'S FACILITY	SITE DESIGNATION	SERVICE FREQUENCY	INSTALL YEAR	PRICE / MONTH
A-SERIES 3 (1-SNF 1-STD)-13400	COUNTY ADMIN	NO	1250 N EGLIN PKWY	SHALIMAR, FL	32579-1253	B0012 - PENSACOLA	URB	M	2017	\$336.00
Location Total										\$336.00
A-SERIES 3 (1-SNF 1-STD)-13400	REPUBLIC PARKING & AIRPORT	NO	1701 SR 85	ELGIN AFB, FL	32542	B0012 - PENSACOLA	RUR	M	2017	\$336.00
Location Total										\$336.00
A-SERIES 3 (1-SNF 1-STD)-13400	GM-N	NO	812 E JAMES LEE BLVD	Crestview, FL	32536	B0012 - PENSACOLA	URB	M	2017	\$336.00
Location Total										\$336.00
A-SERIES 4 (2-SNF 2-STD 2DR)-13400	WATER & SEWER	NO	1804 LEWIS TURNER BLVD	FORT WALTON BEACH, FL	32547-1268	B0012 - PENSACOLA	URB	M	2017	\$393.00
Location Total										\$393.00
A-SERIES 4 (2-SNF 2-STD 2DR)-13400	FINANCE OFFICE & JAIL	NO	302 N WILSON ST	CRESTVIEW, FL	32536-3473	B0012 - PENSACOLA	URB	M	2017	\$393.00
Location Total										\$393.00

"Customer"

OKALOOSA COUNTY, FLORIDA

By: Carolyn N. Ketchel
(Customer Signature)

Print name: Carolyn N. Ketchel

Title: Chairman



BRINK'S U.S., A DIVISION OF BRINK'S, INCORPORATED

By: Timothy A. Witt
Authorized Representative

Print name: Timothy A. Witt

Title: SVP - US Sales



CUSTOMER # 10000106234 AGREEMENT # 13400
EXHIBIT C
COMPUSAFE DAILY CREDIT SERVICE

THIS ADDENDUM TO COMPUSAFE SERVICE AGREEMENT ("Addendum") is attached to and made a part of that certain CompuSafe Service Agreement (No. 13400) (the "Agreement") between Brink's U.S., a Division of Brink's, Incorporated ("Brink's") and OKALOOSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ("Customer"). Capitalized terms not otherwise defined herein shall have the meaning stated in the Agreement.

PURPOSE: This Addendum sets forth the terms of Daily Credit Service by which Customer will receive provisional credit to its account(s) with the bank(s) Customer has selected ("Bank") for currency properly deposited by Customer into the Equipment via the currency acceptor ("CompuSafe Currency"). Customer has entered into a separate agreement (the "Banking Agreement") with Bank pursuant to which Bank has agreed to grant Customer provisional credit based on the Content Reports generated by the Equipment and transmitted to Bank by Brink's. Daily Credit Service cannot start until Customer has entered into a Banking Agreement. Brink's and Bank have entered into a separate agreement establishing each party's obligations in relation to the granting of such credit by Bank to Customer based on the Content Reports generated by the Equipment.

A. Modification of Terms and Conditions of the Agreement. The terms and conditions of the Agreement shall be modified and amended as follows:

1. Bank shall be a third party beneficiary of this Addendum.
2. Brink's responsibility with respect to Daily Credit Service is to provide Bank with an electronic summary of the Content Report within one business day of the Equipment's transmission of the Content Report to Brink's. Brink's is not otherwise responsible for the Bank's issuance of provisional credit to Customer's account with Bank.
3. Customer agrees that, notwithstanding anything to the contrary in the Agreement, Bank shall be the exclusive owner of all CompuSafe Currency without the necessity of notice or further action on the part of any party and Customer shall have no interest (including legal, equitable, or security interest) in CompuSafe Currency. Customer agrees that in the event of Customer's bankruptcy, CompuSafe Currency shall not be a part of the bankruptcy estate.
4. Customer agrees that, notwithstanding anything to the contrary in the Agreement, Bank shall have the right to instruct and direct Brink's as to the treatment and handling of all CompuSafe Currency. Any such instructions of Bank shall have priority over any instructions of Customer. Customer further waives any rights or claims against Brink's resulting from or relating to Brink's treatment and handling of the CompuSafe Currency in accordance with any instructions of Bank.
5. Brink's liability shall be limited as stated in the Agreement. In no event will Brink's make a Loss payment to both Customer and Bank.

Customer agrees that in the event Customer desires to terminate Daily Credit service, Customer shall provide Brink's with signed written notice from Customer and Bank stating a definitive termination date for such termination. This notice must be provided to Brink's at least fifteen (15) days prior to the designated termination date. Customer agrees that Bank shall remain the exclusive owner of all CompuSafe Currency prior to the Daily Credit service termination date.

B. Effect of Addendum. Except as expressly amended by this Addendum, the terms of the Agreement remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control.

"CUSTOMER":
OKALOOSA COUNTY, FLORIDA

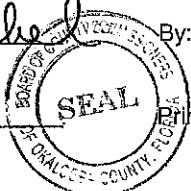
By: Carolyn N. Ketchel
(Customer Signature)

Print name: Carolyn N. Ketchel

BRINK'S U.S., A DIVISION OF BRINK'S,
INCORPORATED

By: Timothy A. Witt
Authorized Representative

Print name: Timothy A. Witt



Title: Chairman

Date: 12/19/17

Title: SVP - US Sales

Date: 11/21/17

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 2099-18

Procurement/Contractor/Lessee Name: Bnks Grant Funded: YES ___ NO ✓

Purpose: Compusafe service agreement

Date/Term: 5yrs - w/ 1yr renewals 1. ☐ GREATER THAN \$100,000

Amount: 110,640.00 plus surcharge 2. ☐ GREATER THAN \$50,000

Department: BCC 3. ☐ \$50,000 OR LESS

Dept. Monitor Name: Hofstad

Purchasing Review

Procurement or Contract/Lease requirements are met:

DeRita Mason
Purchasing Director or designee

Date: 10-26-17

Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: WA

Grants Coordinator

Renee Biby

Date: _____

Risk Management Review

Approved as written: see attached

Risk Manager or designee

Laura Porter or Krystal King

Date: 11-20-17

County Attorney Review

Approved as written: see attached

County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: 11-17-17

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee

Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, November 17, 2017 3:23 PM
To: Greg Kisela; Katie Sharon; Laura Porter
Cc: DeRita Mason; Lynn Hoshihara
Subject: RE: Okaloosa County

Understandings that we cannot change anything in the Brink's Contract, we have reviewed for legal purposes and find nothing insufficient as to legal form.

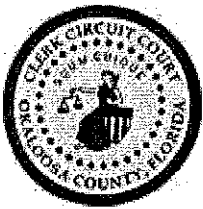
From: Greg Kisela [mailto:gkisela@co.okaloosa.fl.us]
Sent: Wednesday, November 01, 2017 10:24 AM
To: Katie Sharon; Parsons, Kerry; Laura Porter
Cc: DeRita Mason
Subject: RE: Okaloosa County

Katie: Unfortunately with the national contracts we see this from time to time. By copy of this e-mail I am asking Kerry and Laura for their opinions on moving forward.

Greg Kisela

From: Katie Sharon [mailto:ksharon@okaloosaclerk.com]
Sent: Wednesday, November 01, 2017 9:13 AM
To: Greg Kisela <gkisela@co.okaloosa.fl.us>
Subject: FW: Okaloosa County

Greg, please see the email below. What is our next step?



Katie Sharon

Chief Financial Officer, Okaloosa County Clerk of Courts

Tel: (850) 689-5000 X3431 | Cell: (850) 826-8349

ksharon@okaloosaclerk.com | www.okaloosaclerk.com

302 N. Wilson Street, Suite 203, Crestview, Florida 32536



How am I Doing?

PLEASE NOTE: Florida has a very broad public records law. Email communications to or from Okaloosa County Clerk of Court employees are considered public records and are available to the public and media upon request. Your e-mail communications, including your email address, are subject to public disclosure. This email is intended for the addressee(s) indicated above only. If you have received this email in error, please delete it immediately.

From: Javier Reyes [mailto:Javier.Reyes2@brinksinc.com]
Sent: Wednesday, November 01, 2017 6:06 AM
To: Katie Sharon <ksharon@okaloosaclerk.com>
Subject: RE: Okaloosa County

Good Morning Katie

Our company policy is that our legal department wont review any "Terms and Conditions" on our Standard Contract. However, I still tried to go to them for this one but was rejected. Their claim is that Brinks takes all the risks on the agreement and language was written to protect both sides, Sorry... They may review a contract if it represents lets say 50-100 locations; other than that they wont look at it.. As far as the Insurance we can provide you with our Certificate of Insurance. Let me know..

Again my apologies for not been able to do more, this is the norm in the Armored Car Industry.. Im available to discuss the attached items with your legal counsel if necessary, please let me know..

Best Regards

Javier Reyes

Regional Sales Executive-CompuSafe

5575 NW 87th St.
Miami, FL 33178
C: 305-434-0283
E: javier.reyes2@brinksinc.com

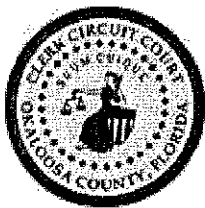


www.brinks.com

Committed to World Class Service!

From: Katie Sharon [<mailto:ksharon@okaloosaclerk.com>]
Sent: Monday, October 30, 2017 8:27 AM
To: Javier Reyes
Cc: Wilson.J.Chris (J.Chris.Wilson@SunTrust.com)
Subject: FW: Okaloosa County

Javier, please see the comments from our legal team. Let me know if you are able to modify the agreement or incorporate the changes in an addendum.



Katie Sharon

Chief Financial Officer, Okaloosa County Clerk of Courts

Tel: (850) 689-5000 X3431 | Cell: (850) 826-8349
ksharon@okaloosaclerk.com | www.okaloosaclerk.com
302 N. Wilson Street, Suite 203, Crestview, Florida 32536



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From: Greg Kisela [<mailto:gkisela@co.okaloosa.fl.us>]
Sent: Friday, October 27, 2017 11:39 AM
To: Katie Sharon <ksharon@okaloosaclerk.com>
Subject: FW: Okaloosa County

DeRita Mason

From: Laura Porter
Sent: Monday, November 20, 2017 8:53 AM
To: DeRita Mason; Krystal King
Subject: RE: Okaloosa County

I find the COI's to provide sufficient coverage to meet the County's insurance requirements.

Laura J. Porter
Risk Manager
Risk Management Department
Okaloosa County Board of County Commissioners
5649-B Old Bethel Road
Crestview, FL 32539
Office: (850) 689-5979 Fax: (850) 689-5973
Email: lporter@co.okaloosa.fl.us

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason
Sent: Monday, November 20, 2017 7:40 AM
To: Laura Porter <lporter@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>
Subject: FW: Okaloosa County

Laura,

Here is the insurance that we talked about on Friday. Can you please look over this and let me know if we are good to go with this. If it is good, please just shoot me an email that states risk approved.

Thanks,

DeRita

From: Katie Sharon [<mailto:ksharon@okaloosaclerk.com>]
Sent: Sunday, November 19, 2017 8:42 PM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Subject: Fwd: Okaloosa County

Insurance attached

Get [Outlook for iOS](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

CONTACT NAME: Beecher Carlson Insurance Services
PHONE (A/C, No, Ext): 6785394800 FAX (A/C, No): 7708703031
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B: Arch Indemnity Insurance Company	30830
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

www.beechercarlson.com

INSURED
The Brink's Company
1801 Bayberry Court
Richmond VA 23226

COVERAGES

CERTIFICATE NUMBER: 33100068

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	31 WC 10502802 (AOS) 34 WC 10502902 (NY)	1/1/2017 1/1/2017	1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Workers' Compensation		31 WCX 0503002 (OH)	1/1/2017	1/1/2018	EL Each Accident 1,250,000 EL Disease-Ea Emp 1,250,000 EL Disease-Pol Lim 1,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sharon D. Brainard

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

THOMAS E. SEARS, INC.
125 High Street, Oliver Street Tower, 5th Floor,
Boston, MA 02110

CONTACT NAME: Patrick Harper / THOMAS E. SEARS, INC.
Phone (A/C No. Ext): 617 753-1225 FAX (A/C No): 617 426-0081
E-MAIL ADDRESS: PHARPER@TESEARS.COM
PRODUCER CUSTOMER ID #:

INSURED

THE BRINK'S COMPANY
1801 BAYBERRY COURT
P.O. BOX 18100
RICHMOND, VA 23226-8100

SPECIMEN

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Ace Property & Casualty Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

20699

COVERAGES

CERTIFICATE NO.: 2017-SPECIMEN

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> X OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			XOO G28194377 001	01/01/2017	01/01/2018	EACH OCCURRENCE \$ AGGREGATE \$ Excess of: \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES/(Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

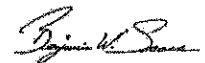
SPECIMEN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THOMAS E. SEARS, INC.



BY: Benjamin W. Sears



Ref: D0

POLICY NUMBER EE1700218/NA/USA et al/

JLT Specialty Limited
The St Botolph Building
138 Houndsditch
London. EC3A 7AW
Website: www.jltspecialty.com

This Certificate is issued by JLT Specialty Limited under authority from underwriters and on underwriters' behalf.

This Certificate gives information as to the insurance of below-mentioned policies and sets forth certain features of the coverage as stated in said policies as they stand as of the date of issue hereof. This Certificate confers no rights on the holder(s). Said policies which contain the full provisions of the contract and insurance granted thereby are subject to endorsement, alteration, transfer, assignment and cancellation without notice to the holder(s) of this Certificate.

This is to certify that Underwriters at LLOYD's London and certain Insurance Companies under Policy Numbers EE1700218/NA/USA et al expiring 31st December 2017 issued to Brink's Incorporated and/or related companies:

Covering anywhere within or between the United States, Canada and transits to or from Puerto Rico,

For a limit of liability of U.S. DOLLARS [USD] of property on board any
one conveyance and in any one place at any one time, but not exceeding U.S. DOLLARS
[USD] in any one occurrence;

Covering the liability assumed by the Assured, including any act or omission of any employee of the Assured or of any person or persons acting in the capacity of an employee of the Assured with the Assured's consent, for physical loss or damage, from any cause whatsoever, to property of customers, consisting of Gold, Silver, Platinum, Palladium and other precious metals; copper and/or copper powder, indium, germanium and nickel; Coin and paper money, including Bank notes; signed or unsigned Travellers' Cheques; Tokens and License plates; Licenses; Jewelry and Precious stones; Postage and revenue stamps; Ration coupons, defense, food and trading stamps; Postal, express and other money orders; Bonds, coupons, stock certificates and other securities; Certificates of deposit, checks, drafts, notes, bills of lading, warehouse receipts and all other commercial papers; stamp collections; electronic components, computer chips, data tapes, credits cards, holograms, image intensifiers; mobile telephones; gaming consoles, MP 3's, MP 4's; documents and other valuables.

Excluding loss or damage caused by or resulting from:

- (1) War, hostile or warlike action in the time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;
 - (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
 - (b) by military, naval or air forces, or
 - (c) by an agent of any such government, power, authority or forces.
- (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, or confiscation by order of any government or public authority.
- (3) In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
- (4) (a) Subject only to clause (4)(b) and (4) (c) below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
 - (b) Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause (4)(a) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
 - (c) It is understood and agreed that clause (4)(a) shall not apply to an otherwise covered physical loss of the subject matter insured directly caused by theft, robbery, burglary, hold-up or other criminal taking if a computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system is used in the commission of the act(s) of theft, burglary, robbery, hold-up or other criminal taking



(5) Breakage of statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles, unless caused by fire, lightning, theft and/or attempted theft, cyclone, tornado, windstorm, earthquake, flood, explosion, malicious damage or collision or overturn of conveyance. This exclusion does not however, apply to computer components and/or image intensifiers.

This insurance is also subject to the attached Terrorism Exclusion Clause NMA 2920 and Termination of Transit Clause.

This Certificate is issued for information purposes only and confers no rights upon the holder. This document does not amend, extend or alter the coverage afforded by the policies described herein, and JLT Specialty Limited excludes any liability, howsoever arising and to the fullest extent possible at law to any and all recipient or holders of this document.

JLT SPECIALTY LIMITED

CERTIFICATE ISSUED TO:

ADDRESS:

DAVID GORDON
CEO
Specie Fine Art & Jewellery

DATE:

SPECIMEN



TERRORISM EXCLUSION ENDORSEMENT
(in respect of static risks)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01
NMA2920

TERMINATION OF TRANSIT CLAUSE (TERRORISM)
(in respect of transit risks)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

- 1** Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by :

any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or

any person acting from a political, ideological or religious motive,

such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

- 1.1** as per the transit clauses contained within the contract of insurance,

or

- 1.2** on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

- 1.3** on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

- 1.4** when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,

or

- 1.5** in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,

- 1.6** in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,



whichever shall first occur.

- 2 If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

JC2009/056
01/01/2009

SPECIMEN



Protective
Insurance Company

Protective Insurance Company
P.O. Box 7099
Indianapolis, IN 46207-7099
(317) 636-9800 Ext. 5089

Date Issued: 11/25/2015
SEQ#: 00019123
00010992-002

Certificate Of Insurance

This Certificate issued to:

SAMPLE
FOR INFORMATIONAL PURPOSES ONLY

Certifies placement of insurance coverage for the account of

BRINK'S INCORPORATED
AND ALL SUBSIDIARIES
555 DIVIDEND DRIVE, SUITE 1000
COPPELL, TX 75019

With the following insurers, individually and not jointly, providing insurance as listed:

Protective Insurance Company Policies: X 001952

For the following coverages:

Automobile Liability
General Liability including Personal Injury and Property Damage

For Limits of \$2,000,000 CSL per occurrence/\$4,000,000 General Liability Aggregate

Effective: January 01, 2016

Expiration: January 01, 2018

In the event of policy cancellation or material change, every reasonable effort will be made to advise the certificate holder named hereon, at the address indicated, of such cancellation or material change within 30 (Thirty) days thereof.

Signed at Indianapolis, Indiana this 25th day of November , 2015

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER COVERAGE AFFORDED BY THE POLICY LISTED HEREIN.

By: