

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/11/2020

Contract/Lease Control #: C14-2186-WS

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: FNBT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/12/2017

Expiration Date: 06/11/2020 W/AUTO 3 YR RENEWALS

Description of: ATM'S AT WS BLDG

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7172

Monitor's FAX # or E-mail: JLITTRELL@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



SOUTNAT-01

JCOTTINGHAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/9/2020

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 Fisher Brown Bottrell Insurance, Inc. 7522 Front Beach Road, 2nd Floor Panama City Beach, FL 32407	CONTACT NAME: James Cottingham	
	PHONE (A/C, No, Ext): (850) 785-7407	FAX (A/C, No): (601) 208-8391
E-MAIL ADDRESS: jcottingham@fbbins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Great Northern Insurance Company		20303
INSURED Southern National Banks Inc FNBT Bank PO Drawer 1327 Fort Walton Beach, FL 32549	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			36048034	5/10/2020	5/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73609118	5/10/2020	5/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For: (2) ATMs at the Destin-Fort Walton Beach Airport

CONTRACT #: C14-2186-WS
FNBT BANK
ATMS AT WATER SEWER BLDG
EXPIRES: 06/11/2020 W/ AUTO
RENEWALS

CERTIFICATE HOLDER

CANCEL

Okaloosa County BCC 302 Wilson Street, Suite 301 Crestview, FL 32536	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 <i>Robert C. McFadden</i>

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05/1/2017
Contract/Lease Control #: C14-2186-WS
Bid #: N/A
Contract/Lease Type: CONTRACT
Award To/Lessee: FNBT Bank
Owner/Lessor: OKALOOSA COUNTY
Effective Date: 6/12/2017
Term: 6/11/2020
Description of Contract/Lease: ATM's at WS Bldg
Department: WS
Department Monitor: Littrell
Monitor's Telephone #: 850-651-7171
Monitor's FAX # or E-mail: jlittrell@co.okaloosa.fl.us

Closed:

cc: Finance Department Contracts & Grants Office



SOUTNAT-01

FBI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/09/2018

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 Fisher Brown Bottrell Insurance, Inc. 7522 Front Beach Road, 2nd Floor Panama City Beach, FL 32407	CONTACT NAME: PHONE (A/C, No, Ext): (850) 785-7404	FAX (A/C, No): (850) 769-5942	
	E-MAIL ADDRESS:		
INSURED Southern National Banks, Inc. FNBT Bank PO Drawer 1327 Fort Walton Beach, FL 32549	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : American Guarantee & Liability		26247
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **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.

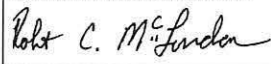
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	CPO92446406	05/10/2018	05/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	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) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

RECEIVED
 AUG 13 2018
 BY: P. R. C. H.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For: ATM located at the Okaloosa County Water & Sewer, 1804 Lewis Turner Blvd, Fort Walton Beach, FL. Holder is an additional insured in regards to the general liability policy shown.

C14-2186-WS

CERTIFICATE HOLDER **CANCELLATION**

Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	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 
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1st AMENDMENT TO CONTRACT C14-2186-WS
ATM Machine at Water & Sewer Administration Building

This Amendment made and entered into this 28th day of April, 2017, hereby amends contract C14-2186-WS, dated 6/12/2014, by and between Okaloosa County, Florida, (hereinafter the "County") and FNBT Bank (hereinafter the "Contractor").

WHEREAS, on 6/12/2014, the County and Contractor entered into a contract, C14-2186-WS, with an effective date of 3/21/2014, for ATM banking services; and

WHEREAS, the initial term of contract C14-2186-WS shall expire on 6/11/2017, however the contract provides for an automatic renewal for an additional 3-year period from 6/12/2017 until 6/11/2020; and

WHEREAS, the parties desire to amend the Contract to include language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida, Chapter 20.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the contract will automatically renew for an additional 3-year period, and the parties hereby agree to amend contract C14-2186-WS as follows:

1. C14-2186-WS is hereby amended to include the following additional provision:

Public Records

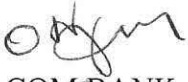
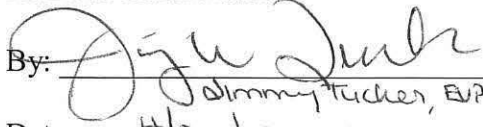
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.


Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.


FNBT.COMBANK
By: 
Jimmy Tucker, EVP
Date: 4/26/17

OKALOOSA COUNTY, FLORIDA

Greg Kisela, Purchasing Director
Date: 4/28/17

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C14-2186-WS</u>	Tracking Number: <u>2358-17</u>
Contractor/Lessee Name: <u>FNBT.com Bank</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Renewal/Amendment</u>	
Date/Term: <u>June 11, 2020</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>Revenue</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>WS</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Griffin</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

Procurement requirements are met:

Ch - Powell Date: 4/10/2017
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

Risk Management Review

Approved as written:

Krystal King Date: 4-12-17
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written:

See approval dated 4/13/2017 Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

_____ Date: _____
Contracts & Grants Manager

Charles Powell

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, April 13, 2017 3:23 PM
To: Charles Powell
Subject: RE: Review for legal sufficiency/ C14-2186-WS/ Renewal and Amendment

Hey Charles:

This amendment is approved for legal purposes.

Have a good day,
Kerry

From: Charles Powell [mailto:cpowell@co.okaloosa.fl.us]
Sent: Thursday, April 13, 2017 12:20 PM
To: Parsons, Kerry
Subject: FW: Review for legal sufficiency/ C14-2186-WS/ Renewal and Amendment

Hi Kerry,

Received the installation date for the amendment and it is the same as I previously sent. Have you had an opportunity to review for legal sufficiency? Thanks

From: Mark Griffin
Sent: Thursday, April 13, 2017 10:55 AM
To: Charles Powell <cpowell@co.okaloosa.fl.us>
Cc: Gerard Menze <gmenze@co.okaloosa.fl.us>
Subject: RE: Review for legal sufficiency/ C14-2186-WS/ Renewal and Amendment

Charles,

I have talked to Joanie Dudas (850-796-2205) at FNBT Bank. The install date of the ATM was 12/28/2004. What they are considering installation date for the current contract is 3/21/2014. Not sure if this is what you need or not. Let me know.

Mark Griffin

From: Charles Powell
Sent: Monday, April 10, 2017 4:01 PM
To: Mark Griffin <mgriffin@co.okaloosa.fl.us>
Subject: FW: Review for legal sufficiency/ C14-2186-WS/ Renewal and Amendment

Hi Mark,

What is the date of installation for this agreement? I will work on the actual language for the amendment and send it back to legal for approval.

From: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Monday, April 10, 2017 3:13 PM
To: Charles Powell <cpowell@co.okaloosa.fl.us>
Subject: RE: Review for legal sufficiency/ C14-2186-WS/ Renewal and Amendment

Hey Charles:

The FNBT bank contract is an automatic renewal, technically the proposed renewal is not necessary for it to automatically renew. I think that should be reflected in the draft document that it is an automatic renewal and that it will automatically renew from ... to ... but that this document is for an amendment to the renewal. Although the last signature states June 12 as the date of signature the effective date was the date of installation per the agreement, so for the correct date we will need to know the date of installation.

Let me know if you have any questions.

Have a good day!
Kerry

From: Charles Powell [<mailto:cpowell@co.okaloosa.fl.us>]
Sent: Monday, April 10, 2017 2:33 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Review for legal sufficiency/ C14-2186-WS/ Renewal and Amendment

Hi Kerry,

Please review for legal sufficiency. Let me know if you have any questions. Thanks

Respectfully,

Charles Powell
Contracts & Lease Coordinator

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/13/2014

Contract/Lease Control #: C14-2186-WS

Bid #:

Contract/Lease Type: AGREEMENT

Award To/Lessee: FNBT.COM BANK

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/12/2014

Term: 06/11/2017 W/1-THREE YR EXENSIONS

Description of Contract/Lease: ATMS AT WS BLDG

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

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

Closed: _____

cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: <u>971-14</u>
Contractor/Lessee Name: <u>FNBT</u>	Grant Funded: YES _____ NO <u>X</u>
Purpose: <u>ATM</u>	
Date/Term: <u>Indefinite</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>Revenue</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>WS</u>	3. <input checked="" type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>L. Harell / K. Patricia</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

Procurement requirements are met:

[Signature] Date: 6/2/14
Purchasing Director or Designee Joanne Kublik

Risk Management Review

Approved as written:

[Signature] Date: 6/2/14
Risk Manager or designee Gary Rhea

County Attorney Review

Approved as written:

[Signature] Date: 6-3-14
Interim County Attorney Gregory T. Stewart

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

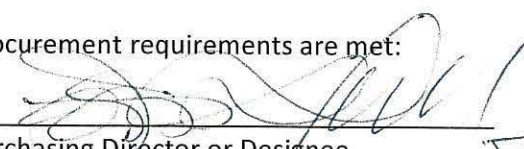
Date: _____

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: <u>923-14</u>
Contractor/Lessee Name: <u>FVBT</u>	Grant Funded: YES _____ NO <u>X</u>
Purpose: <u>ATM @ 1804 Lewis Turner</u>	
Date/Term: <u>36 months w/ additional 36 months</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>Revenue</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>WS</u>	3. <input checked="" type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Lithell Kilpatrick</u>	
Document has been reviewed and includes any attachments or exhibits.	

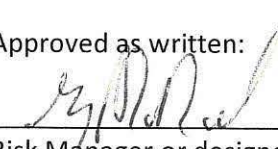
Purchasing Review

Procurement requirements are met:


Purchasing Director or Designee Joanne Kubdik Date: 3-31-14

Risk Management Review

Approved as written:


Risk Manager or designee Guar. RReal must go Date: 3-31-14

1.3 fifth item on 2nd page - indicate

County Attorney Review

Approved as written:

County Attorney Date: _____

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager Date: _____

Search Results

Current Search Terms: fmbt.com*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1792.20140531-1220

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



FNBT.COM BANK
ATM Placement Agreement

THIS AGREEMENT is entered into this 21st day of March, 2014 by and between FNBT.COM BANK, its primary business location being 29 North Eglin Parkway, Fort Walton Beach, Florida and Okaloosa County Board of Commissioners, its primary business location being 1804 Lewis Turner Blvd, Fort Walton Beach, FL 32547.

THE EFFECTIVE DATE OF THIS AGREEMENT is the date of installation.

FNBT.COM BANK shall provide Merchant with an Automated Teller Machine(s) (ATM(s) for placement in the agreed-upon locations. This agreement shall be a revenue-sharing agreement for a period of thirty-six (36) months and shall automatically renew for an additional thirty-six (36) months thereafter, unless either party notifies the other in writing thirty (30) days prior to the expiration of this original agreement or renewal period. The merchant location must average one hundred (100) ATM transactions monthly after the date of installation. If the merchant location fails to meet the one hundred (100) ATM transactions monthly, FNBT.COM BANK at its sole discretion will have the option of removing the ATM(s) from merchant's premises and terminating this agreement.

1. Terms of Agreement:

1.1 FNBT.COM BANK shall provide the following

- Installation of an Automated Teller Machine(s) ATM(s)
- Toll-free telephone number to facilitate free dial up access
- Processing of all ATM card Transactions
- Appropriate signage to inform Merchant's client the Merchant has an ATM on premises.
- Hardware support for ATM(s) located at Merchants business, including both parts and labor, excluding cleaning and receipt paper replenishment
- Supplies including receipt paper and national network decals
- Customer Service/ Help Desk.
- Balancing of ATM(s), transaction and volume reporting and ATM settlement with both the Switch Networks and Merchant
- Cash and Cash replenishment services for the above mentioned ATM(s)

1.2 Merchant shall provide the following

- High visibility for location of ATM(s), said location must be inside Merchant premises with air conditioned space, unless specifically waived in writing by FNBT.COM BANK
- 110 VAC electrical outlet located with 36 inches of location of ATM(s) in Merchant premises
- Reasonable access during Merchants normal business hours to FNBT.COM BANK service personnel for machine maintenance.
- Merchant will keep ATM(s) clean and all access to ATM reasonably free, safe and in an orderly fashion.
- A dedicated phone line within 36 inches of location of ATM(s) in Merchant premises. Said phone line will be terminated with a RJ-11 phone jack

1.3 Merchant Agrees:

- To provide FNBT.COM BANK with an exclusive right to place ATM(s) in Merchant's premises and to not allow any other ATM cash dispensing or Receipt Dispensing equipment to be installed at merchant's business location with the exception of a POS device to be used in drive thru and front counter windows.
- To complete a Federal Request for Taxpayer Identification Number and Certification (W-9) and return to FNBT.COM BANK prior to issuance of any transaction payments.
- That the machine is bolted to the floor for safety purposes and will not hold FNBT.COM BANK responsible for damage to the floor, surface or carpet or to merchants premises or any equipment or fixture of any kind resulting from installation of ATM(s).
- That the machine placed with Merchant is the sole and exclusive property of FNBT.COM BANK.
- That FNBT.COM BANK would not be liable or responsible for damages to merchant property caused by attempted or committed burglaries.
- To waive claim and hold harmless FNBT.COM BANK for any and all loss of commission, loss of income, or other damages due to the reasonable termination of this agreement between FNBT.COM BANK and Merchant.
- That either FNBT.COM BANK or its representatives have made no representation regarding projected or potential income or expenses.
- To permit FNBT.COM BANK to place signage as permitted by local ordinance.

2. Compensation:

- FNBT.COM BANK shall receive all revenue generated by the terminal through processing of transactions or otherwise.
- Upon installation of the ATM system and on a quarterly basis, Merchant will receive \$.50 (**Fifty cents**) of the convenience fee revenue from ATM transactions made at the merchant location.
- FNBT.COM BANK shall receive the **remainder** of the convenience fee revenue generated from ATM transactions made at the Merchant location.
- Merchant expressly acknowledges that not all card issuers allow convenience fees on their instruments and that the total number of transactions may therefore be greater than the number of qualifying transactions with convenience fees.
- Revenue sharing payments shall be mailed by U.S. Postal Service to Merchant by the last day of the month succeeding the quarter in which fees were generated unless delayed by journal reconciliation or circumstances beyond the immediate control of FNBT.COM BANK (i.e., revenue generated by transactions processed in the 1st quarter will be paid by April 30th.)

3. Scope of Relationship

- Both parties agree that this agreement is in no way intended to create a partnership, nor shall this agreement be construed as a partnership.

4. Termination

- Upon receipt of notice from FNBT.COM BANK of its intention to terminate this agreement, Merchant agrees to allow FNBT.COM BANK entry to its premises to remove the ATM(s) and any signage within seven (7) days of FNBT.COM BANK's termination notice to the Merchant. Failure by FNBT.COM BANK to remove ATM(s) or any signage within seven (7) days does not revoke any of FNBT.COM BANK rights to enter the premises and remove the ATM(s) and ATM signage.

5. Jurisdiction

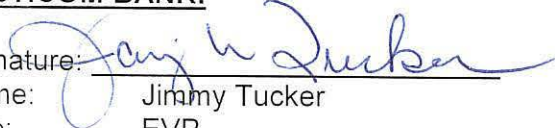
- This Agreement is governed by the laws of the State of Florida. Jurisdiction and venue for any claim or cause of action between the parties under this Agreement shall be in Okaloosa County.

6. Miscellaneous


- Merchant acknowledges that it has not been induced to enter into this agreement by any representation or warranty not set forth in this agreement. This agreement contains the entire agreement of the parties with respect to the subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. This agreement shall not be modified in any way except in writing executed by both parties.
- Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given if delivered personally or if delivered by overnight commercial courier or by first class mail, or postage prepaid, to the party to whom the notice or communication is directed at the address specified above. Any notice or other communication shall be deemed to be given when it is personally delivered or as the date it is delivered to the commercial courier or placed in the mail, as the case may be, as herein specified; provided that a notice not given as herein specified, if it is in writing, shall be deemed to be delivered upon actual receipt by the party to whom it is addressed.
- This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

FNBT.COM BANK:

Signature: 
 Name: Jimmy Tucker
 Title: EVP
 Date: 5-29-14

Merchant Name:

Signature: 
 Name: Zari Fedorak
 Title: Purchasing Manager
 Date: 6/12/14