

**EXTENSION AGREEMENT AND SECOND AMENDMENT TO
AUTOMATED TELLER MACHINE LICENSE AGREEMENT**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this Extension Agreement and Second Amendment to the Automated Teller Machine License Agreement ("Extension and Second Amendment") is entered into by the CITY OF SAN ANTONIO, a Texas Municipal corporation ("City"), acting by and through its City Manager pursuant to and duly authorized by Ordinance No. _____-____-____-____, passed and approved on _____, 2013, and Cardtronics USA, Inc. ("Licensee") acting by and through its duly authorized designated officer.

A. City and Licensee entered into the Automated Teller Machine License Agreement ("Agreement") pursuant to City of San Antonio Ordinance No. 2010-10-21-0919, dated October 21, 2010, as amended.

B. Section 3.2 of the Agreement provides for one five (5)-year renewal term, subject to City Council approval.

C. City and Licensee desire to exercise the renewal term and extend the Agreement through September 30, 2014.

D. **City and Licensee agree to amend specific provisions of the Agreement as set out in this Extension and Second Amendment.**

1. **"Licensee" is amended by replacing "Access to Money, Inc." with "Cardtronics USA, Inc."**.

2. **All references to "Convention, Sports and Entertainment Facilities Department" are replaced with "Convention & Sports Facilities Department"**.

3. **Subsection 2.2.1 is amended by replacing "twelve (12)" with "ten (10)".**

4. **Subsection 2.2.2 is deleted in its entirety and replaced with the following:**

2.2.2 The non-exclusive right to temporarily install and operate at least one (1) Mobile ATM at Locations outside the Licensed Premises and at least four (4) Temporary ATMs at Locations inside the Licensed Premises, as requested by the City for events.

5. **Subsection 2.3.1 is deleted in its entirety and replaced with the following:**

2.3.1 Permanent ATMs

- 2.3.1.1 ATM # 1 – North Upper Level near Section 301
- 2.3.1.2 ATM # 2 – North Club Level near Section 201/244
- 2.3.1.5 ATM # 3 – Northwest Plaza Level near Section 143
- 2.3.1.6 ATM # 4 – West Plaza Level near Section 134
- 2.3.1.7 ATM # 5 – West Plaza Level near Section 134
- 2.3.1.8 ATM # 6 – South Plaza Level near Section 123
- 2.3.1.9 ATM # 7 – East Plaza Level near Section 112
- 2.3.1.10 ATM # 8 – East Plaza Level near Section 112
- 2.3.1.11 ATM # 9 – Northeast Plaza Level near Section 103

2.3.1.12 ATM # 10 – North Field Level near escalators

6. **Subsection 3.2 is deleted in its entirety and replaced with the following:**

3.2 Renewal. The Parties may renew and extend the term of this Agreement for five (5) consecutive one (1) year terms (“Renewal Terms”) by written agreement signed by Licensee and City’s Director, subject to the right reserved by City to modify all terms and conditions herein upon renewal, excepting the License Fee, which requires the passage of a City ordinance. If City does elect to modify the terms and conditions herein upon such renewal, this Agreement shall be amended as provided for in Section 34.1.

7. **Subsection 3.3 is added as follows:**

3.3 Notice of Renewal. Licensee shall give written notice to City of its desire to exercise Renewal Terms at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Terms. City shall indicate within thirty (30) days of receiving notice from Contractor of its intent to exercise the Renewal Term option.

8. **Subsection 5.3 is deleted in its entirety and replaced with the following:**

5.3 Change in Transaction Fee. Transaction Fees may be changed by Licensee request upon Director approval. Upon such change, to the extent the Transaction Fee is raised to \$2.75, City’s License Fee will remain at \$1.50, or fifty-five percent (55%), whichever is greater, of the Transaction Fee on all Permanent ATMs, and \$1.25, or forty-five percent (45%), whichever is greater, of all Transaction Fees on Mobile and Temporary ATMs. To the extent the Transaction Fee is raised to \$3.00, City’s License Fee will not be less than \$1.65, or fifty-five percent (55%), whichever is greater, of the Transaction Fee on all Permanent ATMs, and not less than \$1.35, or forty-five percent (45%), whichever is greater, of all Transaction Fees on Mobile and Temporary ATMs.

9. **Subsection 10.1.1.5 is added as follows:**

10.1.1.5 the City, or any of its licensees, lessees or contractors, upon City’s approval, proposes or enters into an agreement for sponsorship, advertising or otherwise, with a third-party financial institution, competing licensee, or similar financial-related entity, at or for the Licensed Premises, in which Licensee’s Advertising would be in violation of the third-party agreement’s non-compete requirements, or otherwise deemed adversarial to the third-party relationship or agreement, in the sole discretion of the City.

10. **Subsection 17.2 is deleted in its entirety and replaced with the following:**

17.2 Termination Without Cause. This Agreement may be terminated by City upon ninety (90) days’ written notice, which notice shall be provided in accordance with Article XXIII Notices.

11. **Subsection 22.2 is added as follows:**

22.2 Non-Discrimination. As a party to this Agreement, Licensee understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

12. **The Licensee address in Subsection 23.1 is deleted in its entirety and replaced with the following:**

If intended for Licensee, to:

Cardtronics USA, Inc.
Attn: Executive Vice President – National Dealer Sales
3250 Briarpark Drive, Suite 400
Houston, Texas 77042

Except as otherwise expressly modified hereby, all terms and provisions of the Agreement are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms.

EXECUTED AND SIGNED this _____ day of _____, 2013.

CITY:
City of San Antonio
a Texas municipal corporation

LICENSEE:
Cardtronics USA, Inc.
a Texas corporation

Sheryl L. Sculley
City Manager

Printed Name: RICK UPPDYKE
Title: PRESIDENT, NORTH AMERICA

APPROVED AS TO FORM:

Michael D. Bernard
City Attorney

ATTEST:

Leticia M. Vacek
City Clerk

**APPROVED BY CARDTRONICS
ACCOUNTING DEPARTMENT**

[Signature] (EC) 10-18-13

**Approved
By
Cardtronics Legal Dept.**
S. Begum 1MB 10-18-13