

**AMENDMENT NO. 7
TO
AUTOMATED TELLER MACHINE LICENSE
AGREEMENT**

This *Amendment No. 7 to AUTOMATED TELLER MACHINE LICENSE AGREEMENT* ("Seventh Amendment") is made and entered into by and between the CITY OF SAN ANTONIO ("City"), a Texas municipal corporation acting by and through its Deputy Chief Financial Officer, and CARDTRONICS USA, INC. ("Licensee"), a Delaware Corporation authorized to conduct business in the State of Texas, acting by and through its authorized representative as indicated below (City and Licensee collectively hereinafter referred to as "parties").

WHEREAS, the parties entered into that certain *Automated Teller Machine License Agreement* ("Agreement") pursuant to Ordinance Number 2010-10-21-0919, passed and approved October 21, 2010; and

WHEREAS, City and Licensee entered into that certain *First Amendment to Automated Teller Machine License Agreement* ("First Amendment") dated September 15, 2011; and

WHEREAS, City and Licensee entered in that certain *Extension Agreement and Second Amendment to Automated Teller Machine License Agreement* ("Extension Agreement and Second Amendment") pursuant to Ordinance No. 2013-11-21-0814, passed and approved November 21, 2013; and

WHEREAS, City and Licensee entered into that certain *Third Amendment to Automated Teller Machine License Agreement* ("Third Amendment") pursuant to Ordinance No. 2014-06-19-0444, passed and approved June 19, 2014; and

WHEREAS, City and Licensee entered into that certain *Memorandum of Understanding* dated August 21, 2014; and

WHEREAS, City and Licensee entered into that certain *Administrative Amendment No. 4 to Automated Teller Machine License Agreement* ("Fourth Amendment") on June 5, 2015; and

WHEREAS, City and Licensee entered into that certain *Administrative Amendment No. 5 to Automated Teller Machine License Agreement* ("Fifth Amendment") on April 20, 2016; and

WHEREAS, City and Licensee entered into that certain *Administrative Amendment No. 6 to Automated Teller Machine License Agreement* ("Sixth Amendment") on September 7, 2017;

WHEREAS, City and Licensee entered into that certain *3-Month Extension* ("Extension") on October 1, 2019 that extended the term of the Agreement until December 31, 2019; and,



WHEREAS, City and Licensee entered into that certain *1-Month Extension* (“Additional Extension”) on December 23, 2019 that extended the term of the Agreement until January 31, 2020; and

WHEREAS, the parties desire to amend the Agreement as it has been heretofore amended to (1) increase the Transaction Fee for any type of withdrawal transaction under the Agreement as set forth in Section A below and (2) revise the method of calculation of the License Fee to be paid by Licensee to City under the Agreement so that it will be a flat rate percentage on a tiered structure based upon total number of withdrawal transactions from all Permanent ATMs and Additional ATMs now or hereafter subject to this Agreement each month; and

WHEREAS, the parties also desire to further amend the Agreement to provide for a two (2) year renewal term, which shall commence on January 1, 2020 and end on December 31, 2022, with a two (2) successive one (1) year renewal terms, as more fully set forth in Section G below;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, City and Licensee agree to amend the Agreement as follows:

- A. Section 2.2.1 is deleted in its entirety and replaced with “Licensed Premises as stated in Exhibit D”
- B. Section 2.3.1 of the Agreement is deleted in its entirety and replaced with the following:
“Licensed Premises are stated in Exhibit D.”
- C. Section 5.12, as stated in the Third Amendment, shall apply to the locations listed in Section 2.3.1 of this Seventh Amendment.
- D. Section 5.1.2 of the Agreement is hereby amended so that it shall hereafter read as follows:

“5.1.2 Licensee shall charge \$3.00 for any type of withdrawal transaction (“Transaction Fee”):
- E. Section 5.2 of the Agreement is hereby amended so that it shall hereafter read as follows and apply to the locations listed in Section 2.3.1 of this Seventh Amendment:

“5.2 License Fees. Licensee shall pay to City a License Fee that is a flat rate percentage on a tiered structure based upon the average number of withdrawal transactions from all the locations, in the aggregate, listed in Section 2.3.1 of this Seventh Amendment and Additional ATMs now or hereafter subject to this Agreement. The License Fee shall be calculated in accordance with the following schedule:



Monthly Surcharge Withdrawals	Percentage of Transaction Fee
0 – 99	0%
100	25%
200	50%
250	55%
300	60%
400 +	65%

In addition, Licensee shall pay to City a License Fee of fifty percent (50% of all gross revenue collected from Alternate Transactions.”

- F. Section 5.3 of the Agreement is hereby amended so that it shall hereafter read as follows:

“Change in Transaction Fee. Licensee may only change Transactions Fees with prior City approval.”

- G. Section N of the Third Amendment is hereby amended so that is shall hereafter read as follows:

“N. The provisions of Subsections 3.2 and 3.3 of the Agreement, as amended by item 6 of the Extension Agreement and Second Amendment, shall not apply to this Seventh Amendment.

The term of this Seventh Amendment shall begin on January 1, 2020 and end on December 31, 2022. The term of this Seventh Amendment will renew twice for successive one (1) year terms each (“Renewal Term”) unless written notice of non-renewal is provided by the non-renewing party to the other party at least one hundred eighty (180) days prior to the expiration of the then-current Renewal Term.

- H. Licensee at its sole cost and expense shall bolt the applicable ATMs, as stated in Exhibit D, at the Licensed Premises in accordance with the following criteria:

City represents and warrants that the Licensed Premises are in Proper Condition for the installation of ATMs, and, to the extent a Licensed Premise is not in Proper Condition, City, shall be responsible for all expenses to upgrade the Licensed Premises to meet the Proper Condition requirement. “Proper Condition” means that each Licensed Premise will allow for the installation of anchoring bolts to a depth of six inches (6”) into the floor without any harm or damage to any plumbing or electrical works encased in the floor; and, provide, maintain and relocate, if necessary, electric service, and an operating 110 volt electrical power outlet, or an isolated and dedicated circuit with hard ground for a hard-wired connection to the ATM, both within



two feet (2') of Premises, and, where applicable, a connection to a communication system or telephone jack.

I. The following is added to the Agreement:

Limitation of Liability. UNDER NO CIRCUMSTANCES WILL LICENSEE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED TWO (2) TIMES THE ANNUAL REVENUE EARNED BY LICENSEE HEREUNDER. ADDITIONALLY, NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, OR OTHER FORM OF ACTION BY, THROUGH OR UNDER THIS AGREEMENT, WHETHER OR NOT CARDTRONICS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.


Except as heretofore amended and as amended by this Seventh Amendment, all of the terms and provisions of the Agreement between the parties shall remain in full force and effect.

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In witness whereof, the parties, personally or by their duly authorized agents, have executed this Seventh Amendment to be effective as of January 1, 2020.

CITY OF SAN ANTONIO



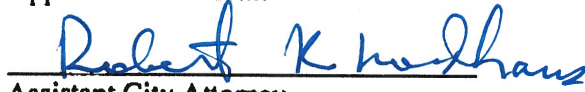
Troy Elliott
Deputy Chief Financial Officer

CARDTRONICS USA, INC.

 Steve Kaip
SVP, NABU Retail

Bill Knoll
SVP, North America Finance

Approved as to Form:



Assistant City Attorney

**SIGNATURE PAGE TO AMENDMENT NO. 7 TO AUTOMATED TELLER
MACHINE LICENSE AGREEMENT**



EXHIBIT D
Licensed Premises

CITY OF SAN ANTONIO	LOCATION NAME	BOLTING
CT004362	CITY OF SAN ANTONIO - EL MERCADO @ MARKET SQUARE	REQUIRED
CT004364	CITY OF SAN ANTONIO - POLICE HQ SANTA ROSA	EXCEMPT
CT004367	CITY OF SAN ANTONIO - FARMERS MARKET PLAZA #1	REQUIRED
CT005261	CITY OF SAN ANTONIO - RIVERVIEW TOWERS	EXCEMPT
CT008280	CITY OF SAN ANTONIO - ONE STOP SERVICE CTR	REQUIRED
P373230	CITY OF SAN ANTONIO - MARKET SQUARE	REQUIRED
P373231	CITY OF SAN ANTONIO - MUNICIPAL COURTHOUSE	REQUIRED
CT004376	CITY OF SAN ANTONIO - CONV CTR #2 LILA COCKRELL THEATER	EXCEMPT
CT005407	CITY OF SAN ANTONIO - HENRY B GONZALEZ CONVENTION CTR	EXCEMPT

ALAMODOME	LOCATION NAME	BOLTING
CT001134	ALAMODOME - NORTH FIELD LEVEL	REQUIRED
CT001156	ALAMODOME - NORTH CLUB LEVEL #1	REQUIRED
CT001158	ALAMODOME - SOUTHEAST PLAZA LEVEL	REQUIRED
CT001163	ALAMODOME - WEST PLAZA LEVEL - 2	REQUIRED
CT001164	ALAMODOME - EAST PLAZA LEVEL - 2	REQUIRED
CT001171	ALAMODOME - NORTH UPPER LEVEL	REQUIRED
CT001205	ALAMODOME - PLAZA LEVEL NORTHWEST	REQUIRED

