



RECYCLER AGREEMENT

The following paragraphs of this Recycler Agreement (the "Agreement") outline the agreements and understandings by and between

LOOMIS ARMORED US, LLC
("LOOMIS")
a Texas limited liability company,
with offices at:
2500 City West Blvd., Ste. 2300
Houston, TX 77042

and
City of
Kingsport

ices at:
415 Broad Street
Kingsport, TN 37660

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This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this ____ day of _____, 202_ (the "Effective Date").

Term: As used in this Agreement, the term "CUSTOMER" expressly includes any agents designated by CUSTOMER. The initial term of this Agreement will begin as to each Recycler (herein later defined), on the date of installation and shall continue for a period of five (5) years per Recycler ("Term"). CUSTOMER agrees that LOOMIS is the exclusive provider for the services described in this Agreement during the Term and. Except as expressly provided in this Agreement, this Agreement contains no provision for early termination in whole or in part, provided however, that (a) either party may terminate this Agreement upon five (5) days written notice to the other party in the event of the bankruptcy or insolvency of the other party, and (b) LOOMIS may terminate this Agreement upon thirty (30) days written notice in the event of a material reduction or cancellation of insurance required pursuant to this Agreement.

Additional Recyclers and Recycler: CUSTOMER acknowledges and agrees that any Recyclers added to this Agreement after the Effective Date shall be subject to independent term periods equal to the Initial Term starting on the date of Recycler installation plus any applicable Renewal Term.

If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. Before these other services commence, a written amendment, signed by LOOMIS and CUSTOMER, will be attached to this Agreement confirming these additional services.

SERVICE SPECIFICATIONS

CUSTOMER and LOOMIS agree to the following Service Specifications:

Recycler Specifications:

Description of Recycler and/or Equipment delivered (Recycler hereinafter referred to as "Recycler" or "Equipment"):
Unit Type # 1 Titan RX

Transportation Specifications:

Deposit and Conjunctive Change service and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

Loomis Branch	Customer Location	Maximum Liability Amount	Service Frequency	Installation Date	Unit Type	Total Monthly Package Fee* (See below)
Loomis Branch #3800	City of Kingsport 415 Broad Street Kingsport, TN 37660	\$125,000 per Shipment	2x per week ()	On or before sixteen weeks from the date this Agreement is executed.	Titan RX	\$2,200
Loomis Branch 3800	Bays Mountain Park & Planetarium 853 Bays Mountain Park Rd Kingsport, TN 37660	\$125,000 per Shipment	1x per week	On or before sixteen weeks from the date of this Agreement is executed.	Titan RX Redeploy LTR00063	\$1,800
Loomis Branch 3800	Kingsport Aquatic Center 1820 Meadowview Parkway Kingsport, TN 37660	\$125,000 per Shipment	1x per week	On or before sixteen weeks from the date of this Agreement is executed.	Titan RX	\$2,000

Cash Management Specifications:

Verification of Validated Cash in order to confirm Recycler's audit report accurately reflects the contents of the Recycler along with other services as described herein.

Total Monthly Package Fee:* As indicated in the Transportation Specifications per Recycler unit, plus all applicable taxes and charges (e.g., fuel and Ancillary Items) due and payable as set forth in the terms and conditions.

This total package includes: Use of the Recycler, transportation and cash management services. Initial shipping, installation, pre-installation review, along with initial setup, configuration and on-site training included. Also included is a manufacturer's warranty on the Recycler.

Ancillary Items

Storage and Handling Fee: A fee of \$300.00 per month per Recycler will be charged starting on the month following the agreed upon Installation Date and shall continue until the month following the date that the Recycler has been installed to offset the inventory storage, and handling cost associated with each unit. The Storage and Handling Fee shall apply to the extent of installation delays arising from CUSTOMER'S delays or non-responsiveness and in those instances where a CUSTOMER may ask LOOMIS to de-install and temporarily store the Recycler.

Premise Time: Each Titan R service location under this Agreement (regardless of the number of Recyclers serviced at such location) is allotted twelve (12) minutes of service time. Over twelve (12) minutes, a fee of \$2.50 per minute shall be assessed. Each Titan RX service location under this Agreement (regardless of the number of Recyclers serviced at such location) is allotted fifteen (15) minutes of service time. Over fifteen (15) minutes, LOOMIS may elect to depart from the Titan R and/or Titan RX service location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.

Research and Supply Fee: A fee of \$ 65.00 per hour plus supplies will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS.

Excess Item Handling: A fee of \$1.50 per Item is assessed when the number of Items exceeds ten (10) Items per Shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport.

Non-Scheduled/Off-Day Service: \$100.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

Sunday/Holiday Service: \$200.00 per trip, per location. Additional fees apply for off-route and remote locations.

Excess Liability: A fee of \$0.40 per \$1,000 or fraction thereof for any amounts which exceed the Maximum Liability Amount per Shipment.

Insurance Fee: WAIVED

Bank Change Fee: A fee of \$150.00 per location shall apply (4 to 6 weeks prior notice requested).

If CUSTOMER does not desire Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

Decline

Reconstruction Obligations:

As explained in Section 6(c) of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, or destroyed checks. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.

Decline

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 6(c), LOOMIS' liability for all checks contained within the Shipment is limited to Ten Thousand Dollars (\$10,000.00) regardless of the face value of the checks in the Shipment.

TERMS AND CONDITIONS

1. DEFINED TERMS

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections of this Agreement in which they are defined.

- a. *Cargo*: currency, coin, checks, securities, or other valuables.
- b. *Cargo Loss*: any loss or destruction of Cargo that occurs while the Cargo is under LOOMIS' sole care, custody and control or as otherwise described herein.
- c. *Cash*: refers to currency and coin, and does not refer to checks, securities, or other valuables received.
- d. *Deposit Cassettes*: the cassette(s) located within the secure compartment that receives and holds Cash deposited by the CUSTOMER to be collected by LOOMIS and which may be subject to provisional credit provided by CUSTOMER's banking institution.
- e. *Deposit Ticket*: the stated value supplied by the CUSTOMER at the time the Shipment container is tendered to LOOMIS.
- f. *Manual Drop Shipments*: currency, coin or checks inserted into the manual drop section of the Recycler.
- g. *Recycling Cassettes*: the fixed cassette(s) located within the secure compartment that receives and holds Cash deposited by the CUSTOMER which, upon automated request, dispenses allocated sums of Cash to persons authorized by the CUSTOMER.
- h. *Shipment(s)*: one or more sealed containers, including but not limited to locked and sealed cassettes, sealed bag(s) or other vessel(s), of cash either received by LOOMIS.
- i. *Shortage*: any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed Shipment container.
- j. *Validated Cash*: currency inserted and accepted by the Recycler bill validator.

2. SERVICES and EQUIPMENT

a. **Services.** Services include the transportation and cash management services described below. The fees payable by CUSTOMER to LOOMIS for Services are described in this Agreement.

(1) **Transportation Services.** LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent of CUSTOMER, securely sealed or locked Shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables received. If the Shipment container(s) received by LOOMIS from CUSTOMER or CUSTOMER's designated agent do not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such Shipment container(s). If LOOMIS accepts sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s) and transport such sealed container(s) to the designated LOOMIS processing facility. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstance concerning the contents of any Shipment. The fees payable under this Agreement are based upon the Maximum Liability Amount and level(s) of service specified in this Agreement.

(2) **Recycler Services.** LOOMIS will provide initial deliveries and subsequent replenishment orders of cash (bank notes and coin) to CUSTOMER and CUSTOMER shall be responsible for placing this cash in the Recycler. Each Recycler serviced under this Agreement shall be equipped with access controls, including keypad entry and integrated biometrics. The Recycler will have enhanced and auditable access capabilities which tracks and registers access to the Recycler along with the property inside the unit, including within the Deposit and Recycling Cassettes. CUSTOMER agrees that if LOOMIS personnel are unable to obtain immediate access to the Recycler on the scheduled service day, then LOOMIS shall, at its sole discretion, either depart from the CUSTOMER's location or remain for a reasonable period of time and charge CUSTOMER Premise Time charges at the rate set forth in this Agreement. Also, for the avoidance of doubt, Premise Time charges shall apply while LOOMIS personnel are servicing the Recycler. Collections from the Recycler by LOOMIS will be transported by LOOMIS and processed as more fully described herein.

i. Notwithstanding anything to the contrary contained herein, CUSTOMER agrees that its designated manager or employee must be present at all times while LOOMIS accesses and services the Recycler, otherwise any and all content or funds guarantee shall be void and CUSTOMER, to the extent permitted by Tennessee law, agrees and waives any and all claims which may be made against LOOMIS for any loss associated with the property contained within the Recycler.

ii. CUSTOMER warrants and represents to LOOMIS that it has undertaken the necessary studies and obtained structural approval by a building surveyor (or similar professional) for the Recycler(s) to be installed at the CUSTOMER premises set out in this Agreement. To the maximum extent permitted by applicable law, CUSTOMER agrees to release, indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses including but not limited to landlords, building owners and other third parties for installation and placement of the Recycler(s) on the premises.

(3) Cash Management Services (“CMS”). Upon LOOMIS transportation and delivery of the Shipment container(s) to a LOOMIS CMS facility, LOOMIS will verify the currency, coin, checks, securities, and/or other valuables. If CUSTOMER desires change order delivery (included in the Total Monthly Package Fee), CUSTOMER will be responsible for ordering all change from their financial institution. CUSTOMER’s audit report will indicate end of day Recycler’s deposit totals segregated by Manual Drop Shipments (if any) and Validated Cash. If CUSTOMER has any specified procedure or condition to change this process, such procedure or condition shall be documented, mutually agreed upon, and included in this Agreement or a subsequent Amendment.

With regard to manual deposit processing, if LOOMIS is processing and not transporting directly to CUSTOMER’s designated agent, LOOMIS’ verification procedure includes confirming that the CUSTOMER’s Deposit Ticket(s) matches the fine or actual count of funds contained in any sealed container as performed by LOOMIS pursuant to this Agreement. Differences may include shortages, overages and/or counterfeit of any moneys processed by LOOMIS. LOOMIS agrees to be responsible for all manual deposit processing verification errors caused by LOOMIS and discovered or claimed after the twenty-four (24) business hour period has expired.

(4) Additional or Special Services. If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.

b. Recycler. LOOMIS agrees to provide, and CUSTOMER agrees to take possession of, the Recycler at each agreed upon service location.

(1) Inspection of Recycler. CUSTOMER shall inspect the Recycler within forty-eight (48) hours of delivery and installation. Unless CUSTOMER gives written notice to LOOMIS specifying any defect in the Recycler, CUSTOMER agrees that it shall be deemed that the Recycler is in good condition, repair and working order. During CUSTOMER’S normal business hours, LOOMIS shall have the right to enter service location, inspect the Recycler and observe its use.

(2) Suitability of Recycler. CUSTOMER agrees that: (a) the Recycler described herein is of the type and kind suitable for CUSTOMER’s purpose and needs; (b) that unless otherwise provided herein, this Agreement is not subject to cancellation prior to the expiration of the Term; and (c) CUSTOMER agrees to provide LOOMIS with forty-five (45) days prior written notice should it become necessary to move the Recycler to a different location. CUSTOMER shall not move the Recycler to another location without LOOMIS prior written consent, which shall not be unreasonably withheld or delayed. CUSTOMER further agrees to pay all costs associated with relocation of such Recycler.

(3) Installation. CUSTOMER shall be responsible for any applicable permits or licenses which may be required for the installation and/or operation of Recyclers. CUSTOMER shall be responsible for any costs incurred by LOOMIS associated with delays and miscommunication associated with the Equipment installation date; and, if appointments are not kept, CUSTOMER may incur costs associated with Equipment redelivery and installation. Each Recycler must be installed by LOOMIS or its designated agent. If necessary for the functionality of the Recycler (as determined by LOOMIS), CUSTOMER shall provide, at its own expense, and throughout the term of this Agreement: a dedicated, grounded electrical line and/or a dedicated phone line and/or data line, and any other necessary site preparation as may be required for appropriate installation and as needed to maintain the correct ongoing operation of the Recycler. The Equipment will require the use of a dedicated data line provisioned with a static IP by CUSTOMER’S local Internet provider which will serve as the primary source of remotely communicating with the Equipment; but, in the event a dedicated data line is not available based on the conditions or physical location of the Equipment, a wireless cellular modem is available at additional cost.

(4) Return or Repossession. Upon the expiration or earlier termination of this Agreement, CUSTOMER shall return the Recycler to LOOMIS in good repair, condition and working order, ordinary wear and tear resulting from proper use excepted, by making the Recycler available for de-installation and removal at CUSTOMER's cost and expense. In the event of loss or damage to the Recycler, unless such loss or damage was caused by LOOMIS,, CUSTOMER shall, at LOOMIS option: (a) pay the cost to place the Recycler in good repair, condition and working order; or (b) pay for a replacement Recycler. No loss or damage to the Recycler or any part thereof shall impair any obligation of CUSTOMER under this Agreement, which shall continue in full force and effect through the term of the Agreement. In the event it becomes necessary for LOOMIS to take possession of and/or be required to remove the Recycler due to CUSTOMER's early termination without cause, or due to CUSTOMER's breach of this Agreement, LOOMIS shall be entitled to reasonable reimbursement from CUSTOMER, of all expenses associated with removal and/or repossession of such Recycler, and reasonable attorney's fees, if incurred to obtain appropriate authority for removal and/or repossession..

(5) Access to Recycler. CUSTOMER shall provide LOOMIS or LOOMIS' agent, vendor, contractor or other designee free and clear access to the Recycler during normal business hours, or at a mutually agreeable time to perform maintenance and service to ensure proper functionality and security of Recycler. CUSTOMER agrees to cooperate with Loomis as may be necessary to ensure the Services are performed as contemplated herein. CUSTOMER agrees and acknowledges that it shall not have access to that portion of the Recycler or any currency accepted by the Recycler bill validators and any Deposit Cassettes or drawers for which provisional credit may be advanced by a financial institution.

c. Certain Customer Representations and Agreements. Regarding the Services, CUSTOMER acknowledges and agrees that LOOMIS' count of all funds verified shall be deemed correct and final. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstance concerning the property delivered to LOOMIS pursuant to this Agreement. Regarding the Equipment, CUSTOMER agrees that title and right to possession of the Recycler shall at no time pass to CUSTOMER. The Recycler is and shall remain personal property of LOOMIS, notwithstanding the fact that the Recycler may be affixed, attached to or imbedded in or upon real property or a building, whether by cement, bolts, or other means. The Recycler must be firmly and securely attached to the concrete foundation. CUSTOMER represents and guarantees to LOOMIS that the physical location(s) where the Recycler is located shall at a minimum have a fully functional monitored premise and fire/smoke detection alarm, including: i.) door and window contacts at all exterior openings to the building where the Recycler is located; ii.) monitored motion detection sensors covering the entire room where the Recycler is located; and iii.) wireless or cellular alert capability or a secured line with automatic notification. CUSTOMER acknowledges and agrees that in certain jurisdictions where police response is conditioned upon verified alarm notification, LOOMIS may, in its sole discretion, require CUSTOMER to obtain a verified alarm or twenty-four (24) hour remote monitoring service. Each CUSTOMER location shall also have reasonable and customary security measures for its industry, including, but not limited to, fully functional door locks and multiple video camera recorded surveillance on the Recycler with at least one (1) video camera surveillance recording the full and unimpeded view of individuals accessing the Recycler and its interior compartment(s). Video surveillance recordings must be retained a minimum of forty-five (45) days. If at any time during this Agreement CUSTOMER is (1) negligent regarding CUSTOMER'S site security obligations of the service location where the Recycler is located; (2) in breach of the site security obligations set out in this Agreement; or (3) if CUSTOMER fails at any time during this Agreement to maintain the security requirements in this Section 2(c), then any LOOMIS guarantee of funds shall be void and LOOMIS shall have no further obligation to reimburse CUSTOMER for any resulting loss of funds or Equipment. Within ten (10) days of LOOMIS' request, CUSTOMER agrees to fully reimburse LOOMIS for all amounts paid by LOOMIS to CUSTOMER's financial institution arising out of, or related to loss which is directly attributed to: (a) CUSTOMER's failure to maintain its obligations under this Agreement, including but not limited to, the obligations under this Section 2(c); or (b) any breach of this Agreement by CUSTOMER. Failure by CUSTOMER to correct any site security or Equipment security deficiencies is an event of Default under Section 13 for which LOOMIS may terminate this Agreement. In like manner, CUSTOMER agrees to reimburse LOOMIS for all amounts associated with damage or loss of Equipment as a sole result of CUSTOMER's negligence or failure to adhere to the security requirements referenced herein. .

3. BILLING AND PAYMENT

CUSTOMER agrees to pay LOOMIS the Total Monthly Package Fee, plus any Ancillary Items described in this Agreement or any Exhibit or Addendum hereto and any applicable federal, state or local taxes within fifteen (15) days of invoice. LOOMIS at its discretion may impose, and CUSTOMER agrees to pay, a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum, or such lesser rate as may be required by law, on any late or unpaid invoice amounts due and payable to LOOMIS. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay

any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, in its sole discretion, suspend the account and/or terminate this Agreement upon ten (10) days written notice. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed in this Agreement.

4. RATE ADJUSTMENT

LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel LOOMIS shall assess a monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Items). LOOMIS established baseline is \$1.91. Any cost above the \$1.91 baseline cost will be adjusted on a monthly basis by 0.25% on price movements of 40 cents per gallon. The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table referenced below is for guidance only and does not reflect the maximum rate which might be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
\$9.61	\$10.00	\$0.40	5.00%
\$9.21	\$9.60	\$0.40	4.75%
\$8.81	\$9.20	\$0.40	4.50%
\$8.41	\$8.80	\$0.40	4.25%
\$8.01	\$8.40	\$0.40	4.00%
\$7.61	\$8.00	\$0.40	3.75%
\$7.21	\$7.60	\$0.40	3.50%
\$6.81	\$7.20	\$0.40	3.25%
\$6.41	\$6.80	\$0.40	3.00%
\$6.01	\$6.40	\$0.40	2.75%
\$5.61	\$6.00	\$0.40	2.50%
\$5.21	\$5.60	\$0.40	2.25%
\$4.81	\$5.20	\$0.40	2.00%
\$4.41	\$4.80	\$0.40	1.75%
\$4.01	\$4.40	\$0.40	1.50%
\$3.61	\$4.00	\$0.40	1.25%
\$3.21	\$3.60	\$0.40	1.00%
\$2.81	\$3.20	\$0.40	0.75%
\$2.41	\$2.80	\$0.40	0.50%
\$2.01	\$2.40	\$0.40	0.25%
\$1.91	\$2.00	\$0.40	0.00%

a. LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations, including but not limited to minimum wage, to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

5. LIABILITY

a. **General Liability.** LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement: (1) for Manual Drop Shipments, from the time LOOMIS signs for and receives physical custody of the Shipment container(s) or (2) for Validated Cash, when valuables are deposited into the Recycler note validator. LOOMIS' responsibility terminates when the CUSTOMER or CUSTOMER's designated agent takes physical possession of the Shipment container(s) and signs LOOMIS receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the Shipment container(s) is returned to the CUSTOMER and a signed receipt obtained. Before valuable(s) are deposited into the Recycler, LOOMIS assumes no liability for any loss. Also, LOOMIS shall incur no liability whatsoever (i) for losses arising from the misuse, abuse, malfunction or destruction of the Recycler and/or bill validator(s) caused by CUSTOMER, its employees, directors, agents, contractors or assigns, (ii) from loss(es) or destruction arising, in whole or part, from fraud, negligence, or willful or criminal misconduct on the part of CUSTOMER, its employees, contractors, agents, directors or assigns, (iii) from unexplained or ongoing patterns of loss, including losses arising from repeated or similar events, as defined or determined by LOOMIS in its *reasonable* discretion, **but excluding any fraud, negligence, or willful or criminal misconduct on the part of LOOMIS, its employees, contractors, agents, directors or assigns** for counterfeit bills placed into Deposit Cassettes. CUSTOMER agrees that LOOMIS does not undertake the obligation of an absolute insurer in the performance of this Agreement. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

TO THE EXTENT PERMITTED BY TENNESSEE LAW AND ITS RESTRICTIONS ON GOVERNMENTAL ENTITIES ABILITY TO INDEMNIFY, WAIVE CLAIMS AGAINST, AND LIMIT WARRANTIES OF THIRD PARTIES, UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. A CARGO LOSS IS SUBJECT TO THE MAXIMUM LIABILITY AMOUNT SPECIFIED HEREIN.

6. CLAIM PROCEDURES

The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement.

a. **Notification.** In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed Shipment container in connection with which the loss is asserted. If notice of the loss is not received by LOOMIS within this forty-five (45) day period, the claim for the loss shall be deemed waived by CUSTOMER. All claim notices must be signed and received on company letterhead and contain a brief description of the loss to include: date of service/date of loss, claim amount, Loomis branch performing service, customer contact information with payment instructions and supporting documentation if available at the time of notice. **All claims must be sent to the Loomis Centralized Claim Unit via email at claims2@us.loomis.com.** It is agreed that both parties will work together to determine the extent of the Cargo Loss, and if possible, the cause of Cargo Loss.

Limitations. Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS (except as stated in this Agreement) in the event of a Cargo Loss, from whatever cause, shall be subject to the lesser of: (i) the Maximum Liability Amount set forth in this Agreement or the Excess Liability Coverage amount, if not declined by CUSTOMER; or (ii) the actual amount lost as evidenced by available reliable evidence including business records of CUSTOMER and the Recycler device. In the event of a Loss, CUSTOMER agrees to be bound by the declaration of value evidenced by the Recycler device or other value amount established by reasonable evidence if different including LOOMIS' count of the property contained in the Shipment. In no case will LOOMIS be responsible for any loss in excess of \$250,000.

b. **Check Reconstruction.** CUSTOMER shall retain sufficient information to allow Reconstruction of checks in the event of a Cargo Loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability

Amount, include the face value of any lost or destroyed check. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed checks constituting a part of any Cargo Loss. LOOMIS' liability, unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars (\$10,000.00) per Shipment. The term "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

c. **Proof.** Upon the request of LOOMIS, CUSTOMER will furnish a proof of any Cargo Loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER's rights and remedies of recovery.

7. LIMITATIONS & FORCE MAJEURE

a. **Limitations.** In no case shall LOOMIS be responsible or liable for Cargo until the point at which the Recycler is opened by LOOMIS in accordance with the applicable protocol. The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked Shipment(s) (in the case of manual drop deposits), for indirect, consequential or incidental damages or losses, non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS in its sole discretion determines the same may endanger the safety of CUSTOMER's property or personnel or LOOMIS' vehicles or employees.

b. **Force Majeure.** It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

(1) hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (i) by any government or sovereign power (de jure or de facto) or (ii) by any agent of any such government, power authority or forces;

(2) nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war, insurrection, rebellion, revolution, civil war, acts of terrorism, usurped power, or action taken by governmental authority; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade; or

(3) acts of God, strikes, labor disturbances, while Shipments are being transported by aircraft (including air piracy, explosion, crash or other incident on board the aircraft), impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS reasonable control.

c. **Ownership.** CUSTOMER expressly understands and accepts that ownership (title) to cash or other valuables transported or stored by LOOMIS shall never transfer to LOOMIS.

d. **Offsets & Shortages.** LOOMIS will have the right to offset Recycler device or vault overage amounts against shortages at same servicing LOOMIS branch for services provided under this Agreement.

e. **Additional Limitations.** In addition to the above and those other limitations as set forth in this Agreement, CUSTOMER agrees that LOOMIS will not be liable to CUSTOMER for:

- (1) any damages or losses caused by or resulting from illegal or fraudulent acts of CUSTOMER's employees, agents, representatives or third-party contractors;
- (2) any damages or losses of any documentation carried by LOOMIS at CUSTOMER's request without compensation;
- (3) losses of currency or Cargo (as the case may be) arising out of or in connection with:
 - a. Currency dispensed due to mistake or fraudulent instruction manually or electronically transmitted to the Recycler; Recycler equipment hardware malfunction;

- b. Nominal unexplained currency Shortages of One Hundred Dollars (\$100.00) or less per occurrence per Recycler;
- c. Any currency shortage which is offset by related currency overages at the same Recycler location;
- d. Access to the Recycler by third parties for hardware maintenance or any access by CUSTOMER'S employees with duplicate keys and combinations;
- e. The use of magnetic debit cards or FOB keys not assigned to LOOMIS;
- f. Breaking and Entering the Recycler; (As used herein, "Breaking and Entering" shall mean entry to an Recycler made by force or violence, demonstrated by visible marks made by tools, electricity, gas or other chemicals upon the exterior of the Recycler or housing),
- g. Damage to the Recycler from breakage or vandalism.

f. **Counterfeits.** To the extent permitted by applicable law, LOOMIS shall not be liable for counterfeit or forged Cash or other negotiable instruments deposited into the Recycler Cassette(s), contained in any Manual Drop Shipments, or dispensed by the Recycler. For the avoidance of doubt, LOOMIS shall assume liability for counterfeit or forged Cash or other negotiable instruments deposited into the Deposit Cassette(s). CUSTOMER shall release, indemnify, defend and hold harmless LOOMIS from all claims, costs, losses or expenses suffered by LOOMIS resulting from the counterfeit or forged Cash deposited into the Recycler or dispensed by or collected from the Recycler.

8. DISPUTES

CUSTOMER and LOOMIS agree that as CUSTOMER is a sovereign governmental entity Chartered under the laws of the State of Tennessee any controversy or claim, which may arise between LOOMIS and CUSTOMER, shall be brought in the state or federal courts having jurisdiction in Sullivan County, Tennessee. Further, as Article II, Section 29 of the Tennessee Constitution prohibits CUSTOMER from extending its credit to third parties, which includes indemnification, each party shall be responsible for all attorney's fees, expenses, and costs incurred as a result of any legal action brought, excepting those costs which are taxable pursuant to Tennessee law. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM OR DISPUTE ARISING FROM OR RELATING TO THIS AGREEMENT.

9. CONTAINER VALUE LIMITATION

CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars (\$250,000). If the total value of a Shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred & fifty thousand dollars (\$250,000), such Shipment must be broken down into separate Shipment containers of two hundred fifty thousand dollars (\$250,000) or less.

10. WARRANTIES & REPRESENTATIONS

a. CUSTOMER acknowledges that LOOMIS is not the manufacturer of the Recycler and further agrees that any and all warranties on the Recycler are limited to those warranties extended by manufacturer. The complete details of such warranty are available from your service representative. The remedy above shall be the EXCLUSIVE remedy in the event of a breach of the manufacturer's warranty or in the event of damages, action, demand or fee arising from malfunction or latent defect of the Recycler, and it is expressly agreed that neither party shall be liable for special, incidental, indirect or consequential damages arising out of, or in any way connected with this Agreement. THIS LIMITED WARRANTY EXCLUDES ALL OTHER WARRANTIES; EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT SUCH PURPOSES OR SPECIFICATIONS ARE DESCRIBED HEREIN. LOOMIS ALSO DOES NOT WARRANT THAT THE EQUIPMENT OR SOFTWARE WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS. LOOMIS DOES NOT WARRANT THAT THE RECYCLER OR CUSTOMER'S LIMITED RIGHT TO USE THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. LOOMIS FURTHER DISCLAIMS ANY DAMAGE OR LOSS OF PROPERTY OR VALUE CAUSED BY EQUIPMENT WHICH HAVE BEEN THE SUBJECT OF MISUSE, ABUSE, NEGLIGENCE, OR USED IN VIOLATION OF ANY PRODUCT MANUALS, INSTRUCTIONS OR WARNINGS, OR MODIFIED REPAIRED OR SERVICED BY PERSONS NOT AUTHORIZED BY LOOMIS OR THE MANUFACTURER, OR IMPROPERLY RELOCATED. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY LOOMIS OR LOOMIS' AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED HEREIN. ALL OBLIGATIONS OF LOOMIS UNDER THIS AGREEMENT SHALL BE VOID IF CUSTOMER IS IN BREACH OF ANY OF THE TERMS AND

CONDITIONS OF THIS AGREEMENT. LOOMIS DOES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND/OR DISCLAIMER OF WARRANTIES CONTAINED HEREIN ARE SUBJECT TO ANY RESTRICTIONS UNDER TENNESSEE LAW ON THE ABILITY OF CUSTOMER AS A MUNICIPALITY TO WAIVE OR OTHERWISE AGREE TO A LIMITATION OF THOSE WARRANTIES APPLICABLE UNDER TENNESSEE LAW.

b. LOOMIS hereby grants to CUSTOMER and CUSTOMER's authorized users, solely for internal purposes and for the purposes of using the Recycler, and not for resale or publication, a limited, non-exclusive, non-sublicensable, non-transferable, fully-paid, royalty-free license to use the software installed on the Recycler.

c. For Validated Cash, LOOMIS guarantees that the amount reflected on any Recycler's audit report will accurately reflect the contents of the Recycler. LOOMIS shall not be responsible or liable for any consequential, indirect, punitive, lost profits or similar damages or losses caused by a malfunction, software failure or failure of Equipment to work properly for any reason whatsoever to the extent permitted by Tennessee law.

d. With regard to any Recyclers which may be subject to this Agreement, CUSTOMER understands and agrees that, under no circumstances, will LOOMIS have any liability whatsoever for cash which is placed within the Recycler as part of an initial delivery or replenishment order or for cash which Recycling Cassettes or other compartments where CUSTOMER has access.

11. INDEMNITY

To the maximum extent permitted by applicable law, CUSTOMER shall release, indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses arising out of any third party's or government's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in LOOMIS' custody. LOOMIS agrees to give CUSTOMER prompt notice of any such claim, suit, demand or seizure and to provide CUSTOMER reasonable cooperation on the defense.

12. INSURANCE

With regard to the Recycler provided hereunder, CUSTOMER shall procure, maintain and pay for: (a) all risk insurance against loss of and damage to the Recycler for not less than the full replacement value of the Recycler, naming LOOMIS as loss payee and (b) combined public liability and property damage insurance with limits as approved by LOOMIS, naming LOOMIS as an additional insured. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to LOOMIS, shall provide at least thirty (30) days advance written notice to LOOMIS of any cancellation, change or modification, and shall provide primary and non-contributory coverage for the protection of CUSTOMER and LOOMIS without regard to any other coverage carried by CUSTOMER or LOOMIS protecting against similar risks. CUSTOMER shall provide LOOMIS with an original policy or certificate evidencing such insurance. If CUSTOMER fails to maintain insurance as required under this provision, the parties agree that this shall be deemed a material breach upon which LOOMIS may terminate the Agreement without penalty. Notwithstanding the foregoing, LOOMIS acknowledges that CUSTOMER is governmental entity chartered under the laws of the state of Tennessee and that CUSTOMER'S liability is governed by the Tennessee Governmental Tort Liability act with limits which CUSTOMER is without legal authority to waive. CUSTOMER is self-insured through Public Entity Partners for general liability insurance with limits of \$300,000.00 for bodily injury or death of any one person in any one accident, occurrence or act, \$700,000.00 for bodily injury or death of all persons in any one accident, occurrence or act, and \$100,000.00 for injury or destruction of property of others in any one accident, occurrence or act.

13. DEFAULT

a. Except as provided for in Section 14, the parties agree that any early termination of this Agreement by CUSTOMER would cause LOOMIS to incur monetary damages which are difficult or impossible to estimate. If CUSTOMER terminates this Agreement prior to the expiration of the term of this Agreement, CUSTOMER shall pay to LOOMIS liquidated damages ("Termination Fee") equal to seventy-five percent (75%) of the charges for each location multiplied by the remaining months contained in the initial or renewal term, as the case may be. The same shall apply if CUSTOMER partially terminates by removing locations, or changes the type of Equipment units during the then current term. The parties agree that this Termination Fee is a fair and reasonable estimate of the monetary damages incurred by LOOMIS as a result of early termination or

breach of the Agreement by CUSTOMER. The parties agree that the Termination Fee is a form of liquidated damages and is not a penalty.

If (i) LOOMIS fails to perform any material obligation under this Agreement and such failure continues for sixty (60) days after LOOMIS receives written notice from CUSTOMER specifying in reasonable detail the nature of that failure or (ii) LOOMIS becomes the subject of a proceeding under the U.S. Bankruptcy Code, CUSTOMER may terminate this Agreement by giving written notice to LOOMIS without payment of any Termination Fee.

Upon expiration or termination of this Agreement for any reason, all Recyclers or materials provided by LOOMIS in connection with the expired or terminated Services will be made available to LOOMIS at the service location within five (5) business days after the effective date of expiration or termination and all earned, uninvoiced and unpaid fees and expenses will become due and payable sixty (60) days following such expiration or termination. The termination rights set forth in this Section are cumulative and are in addition to all other rights and remedies available to the parties.

b. If CUSTOMER terminates this Agreement, or its Agreement with LOOMIS for cash and/or armored car service(s) with regard to such Recycler, prior to the end of the term, or fails to pay any invoices or other amount herein, or if CUSTOMER fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by CUSTOMER, LOOMIS shall have the right to exercise any one or more of the following remedies: (i.) to declare the entire earned amount hereunder immediately due and payable without notice or demand to CUSTOMER; (ii.) to sue for and recover payments, then accrued or thereafter accruing; (iii.) to take possession of the Recycler, without demand or notice, wherever same may be located, without any court order or other process of law; (iv.) to terminate this Agreement; or (e) to pursue any other remedy at law or in equity. If there are losses arising from repeated similar loss events, as determined by LOOMIS in its sole discretion, then LOOMIS shall have the right to (1) to sue for and recover payments, then accrued or thereafter accruing and unrecovered expenditure to install and de-install the Equipment; (2) to take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law; (3) to terminate this Agreement; or (4) to pursue any other remedy at law or in equity. Notwithstanding any repossession or any other action which LOOMIS may take, CUSTOMER shall be and remain liable for the full performance of all obligations on the part of the CUSTOMER to be performed under this Agreement. All of LOOMIS' remedies are cumulative, and may be exercised concurrently or separately.

14. MISCELLANEOUS

a. Security Interests and Liens. 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. CUSTOMER shall defend LOOMIS' title to the Equipment against such claims allowed by CUSTOMER.

b. Holiday Service. CUSTOMER agrees that Holiday Service Rates shall apply to any service performed under this Agreement which falls on: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, federal banking and any local applicable observed holiday. Charges for service on such dates will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

c. Bankruptcy. If any proceeding under the Bankruptcy Code, 11 U.S.C. § 101, et. seq., as amended, is commenced by or against the CUSTOMER, or if the CUSTOMER is declared insolvent, or if CUSTOMER makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Recycler and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the CUSTOMER is a party, any Recycler provided hereunder shall not be treated as an asset of CUSTOMER. The Recycler is, and shall at all times be and remain, the sole and exclusive property of LOOMIS; and the CUSTOMER shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. Furthermore, CUSTOMER acknowledges and agrees that the services provisioned by LOOMIS under this Agreement are critical to the continued an uninterrupted operation of its business locations and cash flow. CUSTOMER agrees that it shall promptly seek court authority to treat LOOMIS as a critical vendor.

d. Non-Warranty Service Calls and Customer Routine Maintenance. CUSTOMER shall be responsible for all non-warranty Recycler costs associated with any repair or service call; including but not limited to the following non-warranty issues: abuse, damage to cassettes due to mishandling, coin jams, bill jams, screen protector damage or

replacement, network or phone line related problems, damage due to spillage or infestation, equipment resets, phone fixable problems, user programming problems, equipment upgrades, printer jams or printer issues related to incorrect paper type; along with any repairs or service call arising out of CUSTOMER's negligence, willful misconduct, or failure to perform any material obligation within this Agreement or normal CUSTOMER preventative maintenance. CUSTOMER shall also be responsible for the cost of any consumable items such as printer tape, bill trays, printer paper, cleaning cards, and screen protectors. CUSTOMER agrees that it shall not permit any party except LOOMIS' employees and LOOMIS' authorized maintenance vendors to repair or maintain the Equipment without LOOMIS' prior written consent.

e. Confidentiality. Each party receiving information (each being a "Receiving Party" and a "Disclosing Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). Neither party shall use any Confidential Information for any purpose other than to carry out the activities contemplated by this Agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. Confidential Information shall not include:

- (1) information which CUSTOMER is legally obligated to disclose pursuant to the Tennessee Public Records Act (Tenn. Code Ann. § 10-7-503 *et. seq.*), and shall specifically include but not be limited to this agreement;
- (2) information which was already known by, or already in the possession of, Receiving Party prior to receipt from Disclosing Party;
- (3) information which is obtained by Receiving Party from a third person who, to the actual knowledge of Receiving Party is not in violation of any agreement to a third party not to disclose such information;
- (4) information which is or becomes publicly available other than through breach by the Receiving Party of this Agreement; and,
- (5) information which is independently developed by or on behalf of Receiving Party.

f. Non-appropriation. LOOMIS acknowledges that CUSTOMER is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event CUSTOMER fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to CUSTOMER, such termination shall not be a breach of this Agreement, and any unused payment made to Vendor shall be returned to CUSTOMER. Furthermore, this provision shall extend to any and all obligations imposed upon CUSTOMER to reimburse LOOMIS for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Vendor, FPPs, or Payment Processing Partners in relation to any event.

g. No Liability of City Officials. No official, employee or volunteer, whether disclosed or undisclosed, of CUSTOMER shall be personally liable to LOOMIS or any other person or entity, including a third party beneficiary, in the event any provision of this Agreement is unenforceable; there is any default or breach by CUSTOMER; for any amount which may become due under the Agreement and LOOMIS and any other person or entity, including a third party beneficiary, shall look solely to CUSTOMER for the satisfaction of any liability of CUSTOMER hereunder.

h. No Security Interest or Lien. CUSTOMER does not have the legal authority to grant a security interest in its property or authorize a lien on its property, any provision of this agreement which purports to grant LOOMIS a security interest or lien are enforceable only to the extent permitted by Tennessee law.

i. Entire Agreement. This Agreement: (i.) shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to conflict of laws principles; (ii.) constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all prior agreements and understandings, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement and each party hereto acknowledges that in entering this Agreement it has not relied on any representation or warranty not contained herein; (iii) and the terms and conditions, including the fees set forth herein shall be treated as confidential unless disclosure is required pursuant to the Tennessee Public Records Act. (iii.) is not for the benefit of any third party; (iv.) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (vi.) may not be assigned by CUSTOMER without LOOMIS prior written consent; (vi.) may be assigned by LOOMIS, provided that LOOMIS obtains CUSTOMER'S written consent which CUSTOMER may refuse to grant in which event this agreement shall terminate and said termination shall not be deemed a breach of contract by CUSTOMER and in which case

CUSTOMER shall compensate LOOMIS for all satisfactory and authorized services completed as of the termination date and CUSTOMER shall have no liability to LOOMIS for any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount; (vii.) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (viii.) is the product of negotiation; (ix.) shall not be deemed to have been drafted by either party; (x.) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (xi.) does not make either party the agent, fiduciary or partner of the other; (xiv.) does not grant either party any authority to bind the other to any legal obligation; (xiii.) does not intend to nor grant any rights to any third party and (xiii.) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested). This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CITY OF KINGSPORT

By _____

Printed Name _____

Title _____

Date _____

Tel _____

LOOMIS

By _____

Printed Name _____

Title _____

Date _____