

THIS AGREEMENT between **VyStar Credit Union** ("VyStar"), whose address is 4949 Blanding Boulevard, Jacksonville, Florida 32210, and Clerk of Circuit and County Courts, Nassau County ("Company"), whose address is 76347 Veterans Way, Yulee, Florida 32097 made this 21st day of May, 2004.

IN CONSIDERATION of \$10.00 and other good and valuable consideration the sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. VyStar shall have the license and right to install, maintain, replace and remove a walk-up cash dispenser automated teller machine ("ATM") within premises owned or leased by Company and used as a company cafeteria located at 76347 Veterans Way, Yulee, Florida 32097(NEW COURTHOUSE) (the "Premises"), for the use and benefit of Company and its employees and guests. The ATM and all required monthly security and data communication costs necessary for the operation of the ATM shall be paid by VyStar. Clerk of Circuit and County Courts, Nassau County shall provide the physical data and power line at location in the Premises mutually agreeable to VyStar and Company. VyStar's obligation is subject to Company obtaining any required consent from the owner of the Premises, if the owner is someone other than Company.

2. VyStar shall be responsible for all maintenance and service and all costs and operating expenses to keep the ATM in reasonable working order. All fees from the operation of the ATM shall belong to VyStar. VyStar shall be responsible for all damages to the ATM unless caused by the willful or grossly negligent act or omission of Company. VyStar shall be responsible for maintaining its own personal property insurance coverage on the ATM.

3. Company shall permit VyStar, its agents and contractors (including, without limitation, its ATM current service contractors, Loomis Fargo and Diebold, but subject to change of contractors from time to time on reasonable advance notice to Company), ingress, egress and access to the Premises during normal business hours for the purpose of servicing, repairing, maintaining and replacing the ATM.

4. The ATM shall be and at all times shall remain the sole property of VyStar, whether or not the same is attached to the Premises and VyStar shall have the right to remove the ATM from the Premises at any time, provided VyStar repairs any damages to the Premises caused by such removal. Upon the termination of this Agreement for any reason, VyStar shall have ten (10) days in which to remove the ATM from the Premises.

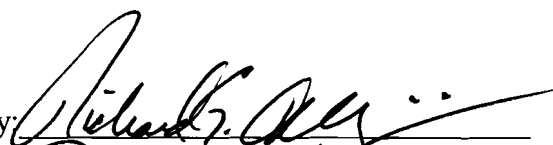
5. This Agreement may be terminated at any time upon ten (10) days prior written notice by either party to the other party, provided, however, that Company shall have no right to terminate this Agreement during the first twelve (12) months of the term thereof, unless VyStar is in default hereunder and fails to cure such default within ten (10) days after written notice of default to VyStar specifying the nature of the default.

6. In the event of any action, proceeding, litigation, mediation or arbitration arising out of this Agreement, the prevailing party shall be entitled to collect its legal fees from the non-prevailing party.

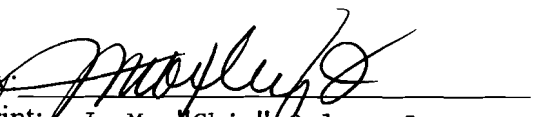
7. All notices or demands pursuant to this Agreement shall be in writing at the address of each party set forth above, or at such other address as either party shall specify to the other in writing from time to time, and shall be given by U. S. Registered Mail, Return Receipt Requested, by hand delivery or by an overnight courier service, and shall be effective upon receipt.

IN WITNESS WHEREOF the undersigned have executed this Agreement this 21st day of May, 2004.

VyStar Credit Union

By: 
Print: RICHARD G. AZAROVIC
Its: FVP/CHIEF OPERATIONS OFFICER

“VyStar”

By: 
Print: J. M. "Chip" Oxley, Jr.
Its: Clerk of Circuit & County Courts

“Company”