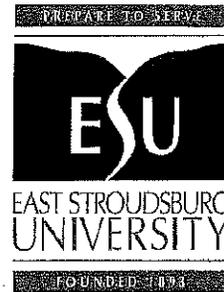


Office of the Director
Procurement and Contracting

200 Prospect Street
East Stroudsburg, PA
18301-2999

570-422-3203
570-422-3232 Fax

May 23, 2011



Earl Lloyd
Administrator, University Development
Pennsylvania State Employees Credit Union (PSECU)
P.O. Box 67013
Harrisburg, PA 17106-7013

Re: Renewal of Service Center License Agreement No. ESU 30-SERVCTR07 at East Stroudsburg University of Pennsylvania

Dear Mr. Lloyd:

Per section 2.0 TERMS AND RENEWALS, subsection 2.3 of ATM License Agreement No. 30-SERVCTR07, East Stroudsburg University hereby notifies you of its intent to renew this Agreement for another one (1) year period effective July 1, 2011 through June 30, 2012. This action constitutes the fourth (4th) and final renewal of the original one (1) year Agreement term and as such, no additional renewals remain under the terms of this License Agreement.

The University point of contact for the administration of this ATM License Agreement remains:

Ms. Donna Bulzoni, Controller
East Stroudsburg University of Pennsylvania
200 Prospect Street
East Stroudsburg, PA 18301-2999
Tel: 570-422-3117
Fax: 570-422-3843
e-mail: DBulzoni@po-box.esu.edu

All questions and communications regarding the administration of this License Agreement should be addressed to Ms. Bulzoni.

The monthly License Fee shall be submitted to Ms. Bulzoni. You are reminded that the monthly License Fee is due no later than 15 days after the end of each month.

Please provide your acknowledgement of this renewal by signing below and returning one of the two originals provided to my attention. If you should have any questions regarding this letter, please feel free to contact me at 570-422-3595.

Sincerely,

Michael J. Crapp
Director of Procurement and Contracting

cc: Donna Bulzoni, Controller (w/copy of License for University central contract file)
Fredric A. Moses, Executive Director, Student Activity Association
Richard A. Staneski, Vice President for Finance and Administration
FM Service Center License Agreement File, ESU 30-SERVCTR07

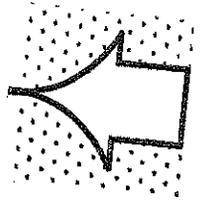
On Behalf of PSECU:

Acknowledged by: EO Lloyd

Name: EARL LLOYD

Title: ADMINISTRATOR

Date: 06-01-2011

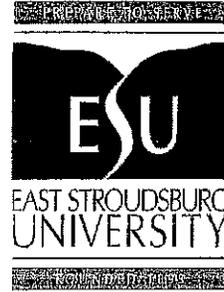


Office of the Director
Procurement and Contracting

200 Prospect Street
East Stroudsburg, PA
18301-2999

570-422-3203
570-422-3232 Fax

April 5, 2010



Earl Lloyd
Administrator, University Development
Pennsylvania State Employees Credit Union (PSECU)
P.O. Box 67013
Harrisburg, PA 17106-7013

Re: Renewal of Service Center License Agreement No. ESU 30-SERVCTR07 at East Stroudsburg University of Pennsylvania

Dear Mr. Lloyd:

Per section 2.0 TERMS AND RENEWALS, subsection 2.3 of ATM License Agreement No. 30-SERVCTR07, East Stroudsburg University hereby notifies you of its intent to renew this Agreement for another one (1) year period effective July 1, 2010 through June 30, 2011. This action constitutes the third (3rd) renewal of the original one (1) year Agreement term and as such, one (1) renewal remains under the terms of this License Agreement.

The University point of contact for the administration of this ATM License Agreement remains:

Ms. Donna Bulzoni, Controller
East Stroudsburg University of Pennsylvania
200 Prospect Street
East Stroudsburg, PA 18301-2999
Tel: 570-422-3117
Fax: 570-422-3843
e-mail: DBulzoni@po-box.esu.edu

All questions and communications regarding the administration of this License Agreement should be addressed to Ms. Bulzoni.

The monthly License Fee shall be submitted to Ms. Bulzoni. You are reminded that the monthly License Fee is due no later than 15 days after the end of each month.

Please provide your acknowledgement of this renewal by signing below and returning one of the two originals provided to my attention. If you should have any questions regarding this letter, please feel free to contact me at 570-422-3595.

Sincerely,

Michael J. Crapp
Director of Procurement and Contracting

cc: Donna Bulzoni, Controller (w/copy of License for University central contract file)
Fredric A. Moses, Executive Director, Student Activity Association
Richard A. Staneski, Vice President for Finance and Administration
FM Service Center License Agreement File, ESU 30-SERVCTR07

On Behalf of PSECU:

Acknowledged by: Earl T Lloyd

Name: EARL T LLOYD

Title: ADMINISTRATOR

Date: 04/06/2010

*Renewal Concurrence
July 1, 2009 - June 30, 2010*

Michael J. Crapp

From: Earl Lloyd [REDACTED]
Sent: Friday, May 29, 2009 4:33 PM
To: Michael J. Crapp
Subject: RE: Renewal of Service Center License Agreement No. ESU-30-SERVCTR07 at East Stroudsburg University

Michael,

Thanks for the follow up- I apologize for not responding.

PSECU concurs with the below communication for the renewal of the contract ✓

Earl

*Earl Lloyd
Administrator,
University Development and Alumni Relations
Direct Phone 717-777-2009
1-800-237-7328, ext 6-2009
Fax: 717-720-1264*

From: Michael J. Crapp [mailto:mcrapp@po-box.esu.edu]
Sent: Friday, May 29, 2009 2:44 PM
To: Earl Lloyd
Subject: FW: Renewal of Service Center License Agreement No. ESU-30-SERVCTR07 at East Stroudsburg University

Mr. Lloyd,

This is a follow up to the below communication. Please acknowledge your concurrence with this renewal for our record. Thanks.

Michael

Michael J. Crapp
Director - Procurement & Contracting
570 422-3595

From: Michael J. Crapp
Sent: Tuesday, April 07, 2009 9:17 AM
To: 'Earl Lloyd'
Subject: Renewal of Service Center License Agreement No. ESU-30-SERVCTR07 at East Stroudsburg University

Dear Mr. Lloyd,

In accordance with section 2. Terms and Renewals of our current Service Center License Agreement No. ESU-30-SERVCTR07. This email will serve as notification of our intention to renew our License Agreement for the banking

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Service Center in the University Center for another year. The renewal term begins July 1, 2009 and ends June 30, 2010. The same terms and conditions shall apply.

The University point of contact for the administration of this ATM License Agreement remains:

Ms. Donna Bulzoni
Controller
Rosenkrans Hall
East Stroudsburg University of Pennsylvania
200 Prospect Street
East Stroudsburg, PA 18301-2999
Tel: 570-422-3117
Fax: 570-422-3843
e-mail: DBulzoni@po-box.esu.edu

All questions and communications regarding the administration of this License Agreement should be addressed to Ms. Bulzoni.

The monthly License Fee shall be submitted to Ms. Bulzoni. You are reminded that the monthly License Fee is due no later than 15 days after the end of each month.

Please respond in kind with your concurrence to this renewal for our record.

If you should have any questions regarding this renewal, please feel free to contact me at 570-422-3595.

Michael J. Crapp
Director - Procurement & Contracting
East Stroudsburg University
200 Prospect Street
Rosenkrans West - 218
East Stroudsburg, PA 18301-2999
570 422-3595 (tel)
570 422-3232 (fax)

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Renewal Concurrence

Michael J. Crapp

July 1, 2008 - June 30, 2009

From: Richard Staneski
Sent: Thursday, October 09, 2008 3:37 PM
To: 'Earl Lloyd'
Cc: Michael J. Crapp
Subject: RE: ATM

Earl,

I am certain they are working on it. If not, by copy of this, I am asking Michael Crapp, our Director of Procurement and Contracting, to contact you.

Regards,

Rich

From: Earl Lloyd [REDACTED]
Sent: Thursday, October 09, 2008 3:38 PM
To: Richard Staneski
Subject: RE: ATM

Dear Mr. Staneski,

Thank you for the confirmation. ✓

Do you wish PSECU to initiate the amendment or will that come from ESU?

Earl

*Earl Lloyd
Administrator,
University Development and Alumni Relations
Direct Phone 717-777-2009
1-800-237-7328. ext 6-2009
Fax: 717-720-1264*

From: Richard Staneski [mailto:rstaneski@po-box:esu.edu]
Sent: Thursday, October 09, 2008 1:36 PM
To: Earl Lloyd
Cc: Christine Andrew; Bill Pierson; Donna Bulzoni; Michael J. Crapp
Subject: ATM

Dear Mr. Lloyd,

This email will serve as notification of our intention to continue our agreement for the current campus ATM for another year. I apologize for not responding earlier to your affirmation that PSECU wishes to continue our arrangement for another year.

It is also my understanding that we have initiated a procurement to establish a second ATM on campus in our Science and Technology Center. I am told that this can be done as an amendment to our current agreement.

Thanks for working with us.

Regards,

Richard A. Staneski

Vice President for Finance and Administration
East Stroudsburg University
East Stroudsburg, PA 18301
(570) 422-3201

 Save Trees. Print only when necessary.

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Facilities Management

200 Prospect Street
East Stroudsburg, PA
18301-2999

Tel: (570) 422-3077
FAX: (570) 422-3777



September 28, 2007

Earl Lloyd
Administrator, University Development
Pennsylvania State Employees Credit Union (PSECU)
P.O. Box 67013
Harrisburg, PA 17106-7013

Re: Distribution of Fully Executed Service Center License Agreement No. ESU 30-SERVCTR07
at East Stroudsburg University of Pennsylvania

Dear Mr. Lloyd:

ATM License Agreement No. 30- SERVCTR07 has been approved by the Deputy Attorney General of the Commonwealth of Pennsylvania and is now legally binding on the Commonwealth. A fully executed duplicate original copy of the License Agreement is enclosed for your ^{8 W} ^{EL} action and records.

The term of this Agreement is from 1 July 2007 and ends on 30 June 2007. The University and PSECU have the option to mutually renew the Original Term of the License for no more than four (4) additional one (1) year terms (each a "Renewal Term" and collectively the "Renewal Terms") upon the same terms and conditions set forth herein subject to appropriate adjustments in the minimum monthly lease fee.

The University point of contact for the administration of this ATM License Agreement is:

Ms. Donna Bulzoni
Controller
Rosenkrans Hall
East Stroudsburg University of Pennsylvania
200 Prospect Street
East Stroudsburg, PA 18301-2999
Tel: 570-422-3117
Fax: 570-422-3843
e-mail: DBulzoni@po-box.esu.edu

All questions and communications regarding the administration of this License Agreement should be addressed to Ms. Bulzoni.

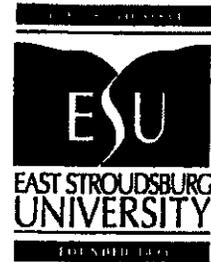
The monthly License Fee shall be submitted to Ms. Bulzoni. You are reminded that the monthly License Fee is due no later than 15 days after the end of each month. If you have not already done so, please submit the monthly license fees for July and August 2007 to Ms. Bulzoni with 15 days of receipt of this letter. PSECU shall provide the University monthly production reports of services for which incentive payments are due to the University in accordance with paragraph 3.2 of the License Agreement and the report should support and document the amount of incentive payment due.

We hereby acknowledge receipt of the required certificate of insurance for both the ATM License and the license for the Service Center space.

Facilities Management

200 Prospect Street
East Stroudsburg, PA
18301-2999

Tel: (570) 422-3077
FAX: (570) 422-3777



July 19, 2007

Earl Lloyd
Administrator, University Development
Pennsylvania State Employees Credit Union (PSECU)
P.O. Box 67013
Harrisburg, PA 17106-7013

Re: Distribution of Fully Executed License Agreement in Accordance With Request for Proposal No. ESU 30-ATM07, Automatic Teller Machine (ATM) Services for East Stroudsburg University of Pennsylvania

Dear Mr. Lloyd:

ATM License Agreement No. 30-ATM07 has been approved by the Deputy Attorney General of the Commonwealth of Pennsylvania and is now legally binding on the Commonwealth. A fully executed duplicate original copy of the ATM License Agreement is enclosed for your action and records.

The original term of this Agreement is for a period of one (1) year. Given that the ATM was installed under the previous license agreement, the one (1) year term of the agreement commenced on 1 July 2007 and ends on 30 June 2008. The University and PSECU have the option to mutually renew the Original Term of the License for no more than four (4) additional one (1) year terms (each a "Renewal Term" and collectively the "Renewal Terms") upon the same terms and conditions set forth herein subject to appropriate adjustments in the transaction rate fees and minimum monthly lease fees.

The University point of contact for the administration of this ATM License Agreement is:

Ms. Donna Bulzoni
Controller
Rosenkrans Hall
East Stroudsburg University of Pennsylvania
200 Prospect Street
East Stroudsburg, PA 18301-2999
Tel: 570-422-3117
Fax: 570-422-3843
e-mail: DBulzoni@po-box.esu.edu

All questions and communications regarding the administration of this License Agreement should be addressed to Ms. Bulzoni.

The monthly License Fee shall be submitted to Ms. Bulzoni. You are reminded that the monthly License Fee is due no later than 30 days after the end of each month. Therefore, the July 2007 License Fee is due not later than 30 August 2007. PSECU shall provide the University monthly statements to accompany the monthly License Fee payments; these statements shall detail the monthly transactions and substantiate the amount due as a monthly license fee.

We hereby acknowledge receipt of the required certificate of insurance for both the ATM License and the license for the Service Center space.

James
358317
not a
license

We acknowledge receipt of your letter of June 26, 2007 confirming PSECU's request to exercise the option to continue to lease space for the PSECU Service Center. We will draft and forward the required license agreement to you for execution as quickly as we can.

If you should have any questions regarding this letter, please feel free to contact me at 570-422-3075.

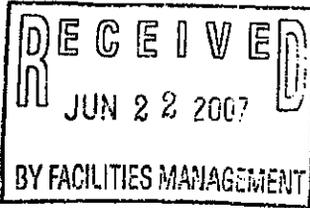
Sincerely,



William P. Pierson
Contracting Officer and
Assistant Director of Facilities Management
for Planning and Engineering

Enclosure

pc: Donna Bulzoni, Controller (w/copy of License for University central contract file)
Mary Ann Dutter, Purchasing Agent Supervisor
Fredric A. Moses, Executive Director, Student Activity Association
Richard A. Staneski, Vice President for Finance and Administration
FM RFP File, ESU 30-ATM07



East Stroudsburg University of Pennsylvania

ATM LICENSE AGREEMENT

June THIS LICENSE AGREEMENT (hereinafter "Agreement"), made this 19th day of June, 2007 ("Effective Date"), by and between East Stroudsburg University of Pennsylvania of the Pennsylvania State System of Higher Education (hereinafter "University"), with its principal mailing address of 200 Prospect Street, East Stroudsburg, PA 18301, and the Pennsylvania State Employees Credit Union (PSECU), with its principal offices at One Credit Union Place, Harrisburg, PA 17110-2990 (hereinafter "Licensee"), Federal ID Number: 230961140.

WITNESSETH:

WHEREAS, the University is an instrumentality of the Commonwealth of Pennsylvania, established and existing pursuant to Article XX-A of the Public School Code of 1949, as amended, 24 P.S. §20-20001-A, *et seq.*;

WHEREAS, the University is authorized to license certain interior and exterior wall and floor space in the University Center (hereinafter referred to as the "Building") which is situated on real property operated by the University located near the intersection of Normal and South Green Streets on the Campus of East Stroudsburg University and called the University Center, East Stroudsburg, PA 18301 (together with the Building shall collectively be referred to as the "Property"); and

WHEREAS, Licensee desires to license specific areas of the Building for the installation, operation, and maintenance of a "full service" automated teller machine ("ATM with depository") in the University Center at East Stroudsburg University; and

WHEREAS, Licensee is authorized to own and operate the ATM with depository and necessary and related equipment in the Borough of East Stroudsburg, Monroe County, Pennsylvania; and

WHEREAS, the University and Licensee desire to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the University and Licensee agree as follows:

1. LICENSE.

1.1 The University hereby grants to Licensee a non-exclusive license to use the following parts of the Building: certain interior and exterior wall and floor space for the installation, operation, repair and maintenance of a full service automated teller machine with depository in the University Center. The parties mutually agree that the exact location of the ATM within the Building shall be in accordance with exhibit "A" (two pages), which is hereby appended to and made a part of this agreement.

1.2 Licensee acknowledges the University's academic mission and agrees not to interfere with that mission in the conduct of installation, operation, repair and maintenance of the ATM. To this end, the Licensee will give the University a minimum of two working days advance notice of all scheduled construction, maintenance and repairs except in the case of emergencies.

1.3 Pursuant to this Agreement, Licensee will have access for ingress and egress to the Licensed Premises upon and across the Property and the adjacent properties, if any, during the term set forth in this Agreement. Licensee's employees and/or agents shall be subject to all University policies while on Campus.

1.4 Licensee shall have the right to connect the ATM to the Building and to connect any related equipment with cables, wires and other such conduits in such location(s) and in such a manner as shall be mutually agreeable to the University and Licensee.

1.5 At the option of the selected vendor, and subject to the approval of the University, the vendor may propose the installation of additional ATMs on Campus. The exact location of any additional future ATMs shall be mutually agreed upon in writing by the University and the successful vendor. The ATM License Agreement shall be appropriately amended to add any additional ATMs.

1.6 No property interest for the use of the Building is created by this license. The University grants in this Agreement to Licensee a **non-exclusive, non-transferable license only**. No leasehold interest for the use of the facility is created under this Agreement. It is expressly understood that all rights granted to Licensee under this Agreement are revocable until this Agreement expires or as otherwise herein provided.

2. TERMS AND RENEWALS.

2.1 The original term of this Agreement (the "Original Term") shall be for a period of one (1) year, commencing on the first day of the calendar month following the date on which Licensee commences installation of the ATM. Notwithstanding the foregoing, the Agreement shall not commence unless the Agreement has been approved and signed by all necessary employees and officials of the Commonwealth of Pennsylvania.

2.2 The University and the Licensee shall have the option to mutually renew the Original Term of the License for no more than four (4) additional one (1) year terms (each a "Renewal Term" and collectively the "Renewal Terms") upon the same terms and conditions set forth herein subject to appropriate adjustments in the transaction rate fees and minimum monthly lease fees. Any changes to this Agreement in connection with any Renewal Term are subject to review and approval by the Chief Counsel of the State System of Higher Education and the Office of Attorney General of the Commonwealth of Pennsylvania. The Original Term, as extended by the Renewal Terms, is herein referred to as the "Term."

2.3 Upon the expiration of the Original Term, the License will continue from year to year thereafter unless either party has provided to the other party ninety (90) days written notice of intent to terminate or modify the License.

2.4 In the event that either Licensor or Licensee fail to take timely and appropriate corrective action to remedy any breaches of the obligations created by this License after receipt of written notice from the other party of the existence of the breach, either party may terminate the License for cause by providing to the other party ninety (90) days written notice of intent to terminate the License for cause.

3. LICENSE FEE.

3.1 Licensee shall pay the University a monthly License Fee, no later than 30 days after the end of each month, for the immediately ended month, the larger of the two following monthly License Fee ("License Fee") options:

(a) The sum of (1) \$0.15 for each non-surcharged withdrawal transaction and each PSECU deposit transaction; and (2) \$0.65 for each surcharged withdrawal transaction and each non-PSECU deposit transaction, at the ATM in each calendar month [prices per transaction will be determined by the amount proposed as adjusted by negotiations with the successful proposer]; or

(b) The minimum monthly license fee of \$1,400.00 per month.

3.2 Licensee shall provide to Licensor monthly statements which detail usage and substantiate the amount due as License Fee, no later than 30 days after the end of each month, along with the License Fee Payment required by paragraph 3.1 above.

3.3 Licensee agrees to pay a late payment penalty of 1.5% for each payment of License Fee which is not paid when due.

3.4 In addition to the above minimum License Fee, PSECU has proposed, and the University has accepted, the following additional commitments:

(a) PSECU will pay the University a renewal bonus of 5,000 per year.

(b) PSECU will donate \$12,500 per year in unrestricted scholarship funds to the University.

(c) PSECU will pay incentives for account and selected services opened at the PSECU e-Center (estimated at \$12,000 per year based on past six months).

4. SURCHARGES.

4.1 PSECU will not surcharge PSECU cardholders or cardholders of CU\$ Alliance member credit unions. Non-members will be surcharged \$1.50 on withdrawals. No surcharges will be imposed on deposits.

5. LICENSE OBLIGATIONS.

5.1 Licensee shall install an ATM in Location, and shall maintain the ATM in accordance with its best practices and procedures. Licensee's operation of the ATM shall be in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations. Licensee shall bear all costs in connection with such installation and operation.

5.2 Licensee shall be the sole owner of the ATM, and shall be in sole control of the nature and scope of the operation of the ATM. At Licensee's expense, Licensee shall be solely responsible for the maintenance of the ATM, and the costs of all data communications necessary for the operation of the ATM.

5.3 Licensee shall use its customary practices and procedures to ensure that the ATM is operational during normal business hours of the facility in which it is located, which efforts shall include dispatching service personnel, making repairs and replacements, and monitoring data line problems. Licensee shall cause the ATM, on average, to operate at 98% availability, as measured by Licensee's standard monthly reporting procedures.

5.4 Licensee's obligations under this License may be performed by Licensee or any wholly owned subsidiary or agent of Licensee.

5.5 Licensee and Licensor shall mutually agree on the date of installation or removal of the ATM.

5.6 Licensee shall notify Licensor of the exact date of installation within three days after such installation.

5.7 Licensee agrees to provide and to install and maintain, at no expense to Licensor, the conduit and electrical, computer, telephone and other lines which serve the ATM, as well as any and all other facilities or equipment which may be necessary or appropriate for the installation, operation and maintenance of the ATM. The appearance, location and all other features and characteristics of the lines, facilities and equipment serving the ATM will be mutually agreed upon by Licensor and Licensee.

5.8 Licensee shall post at each and every ATM location established under this license agreement a listing of the telephone number(s) to be called in the event of a malfunction. Licensee shall also provide and update as necessary a listing of all appropriate Licensee telephone numbers to the Director of the University Center and the Contracting Officer.

5.9 Upon expiration or termination of this Agreement, Licensee shall remove the ATM and all related equipment from the Licensed Premises at its own expense and restore the Licensed Premises to its appearance and condition existing before the installation of the telecommunications equipment, reasonable wear and tear excepted. Removal of the telecommunications equipment shall be conducted under the coordination of University personnel and fully completed within ninety (90) days after termination of the Agreement. In the event that the removal of a fixture will cause substantial and/or irreparable damage to the Building, or if the removal of such fixtures will substantially impair the operations of the University or its tenants, the University shall, at its option, retain such fixtures at no cost to the University and prevent their removal. The University shall not have the right to retain Licensee's ATM and/or equipment that can reasonably be removed without causing substantial and/or irreparable damage to the Building.

6. LICENSOR'S OBLIGATIONS.

6.1 In permitting Licensee to place an ATM in each facility, Licensor retains the sole right to control the management of each facility; provided, however, that under no circumstance shall Licensor, its employees or representatives, tamper with or have any access (other than commercial use) to the ATM without prior written consent from Licensee.

6.2 Licensor shall provide electricity to the Licensee for the operation of the ATM. Licensee shall be responsible for all other utilities.

6.3 Licensee, its employees and agents shall have access to the ATM during normal business hours for the purpose of installing, maintaining, servicing, operating and removing the ATM. In doing so, Licensee shall not interfere with the normal operations of Licensor's business.

6.4 Licensor shall have no responsibility for the security of the ATM, other than to act in accordance with its customary practices and procedures with respect to each facility and its property contained therein, and shall not be responsible for the operation of the ATM.

6.5 Licensors may permit reasonable ATM signage directly above ATM machine. Any other signage and/or merchandising shall be mutually agreed upon by Licensor and Licensee. All signage shall be provided and installed at Licensee's expense.

6.6 After installation of an ATM, Licensor shall take no action to cause the ATM to fail to comply with any applicable federal, state or local law, ordinance, rule and regulation, including, without limitation, the Americans with Disabilities Act.

6.7 Unless otherwise prohibited by law, Licensor agrees to provide computer files to Licensee on a semi-annual basis listing mailing addresses of all full and part-time students (undergraduate and graduate), faculty and staff members. Licensee will use these lists to mail membership information to potential members of the Licensee. Licensee agrees to pay Licensor a reasonable fee for the preparation of the files. Licensor provides such files with the understanding that they will be used only by the Licensee and only for the purposes described above.

7. ENVIRONMENTAL ISSUES:

7.1 The University and Licensee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of all governmental authorities.

8. ADVERTISING.

8.1 Neither party shall refer to the other party in advertising nor use the other party's logos, trademarks, or service marks without the prior written consent of the other party; provided, however, that Licensee shall be permitted, without obtaining the consent of Licensor, to include the address of the ATM in a directory of all of or a portion of the Licensee and/or any wholly owned subsidiary's ATMs and/or other banking facilities. Each party acknowledges that the other party's logos, trademarks, and service marks are the sole property of the other party.

9. INDEMNIFICATION.

9.1 Licensee shall defend, indemnify and hold Licensor harmless from and against all costs, expenses, damages and liabilities of any nature whatsoever (including, without limitation, reasonable attorneys' fees and actual expenses) which may be suffered, incurred or threatened against Licensor on account of or resulting from this License, the existence or operation of the ATM at any facility, or any action or omission of Licensee, its employees or agents under this License, provided that Licensee shall not be required to defend, indemnify or hold Licensor harmless from Licensor's own negligence or wrongful conduct or that of Licensor's agents, employees or independent contractors.

9.2 Any liabilities of the Licensor in connection with this License shall be determined in accordance with the statutory and decisional laws of the Commonwealth of Pennsylvania. Licensor and Licensee agree that Licensor shall under no circumstances have any liability for acts of Licensor's invitees which involve wrongly obtaining funds from the ATMs through fraud. The provisions herein shall in no way be construed to constitute a waiver of the Licensor's right to sovereign immunity.

10. INSURANCE.

10.1 Licensee shall maintain insurance on the ATM, including, without limitation, bodily injury, property damage, personal injury, and advertising injury, in an amount no less than \$1 000,000 per occurrence.

11. PERSONAL PROPERTY.

11.1 The ATM shall remain the property of Licensee at all times and shall not be construed as fixtures.

12. REGULATORY APPROVAL.

12.1 The Licensee's obligation under this License to place an ATM in any facility is contingent upon and expressly subject to the receipt by the Licensee, in form and substance satisfactory to Licensee, of any required approval by any regulatory authority over the Licensee, its subsidiaries, or their operations.

12.2 Licensee shall be responsible for obtaining all permits, licenses, and any and all other necessary approvals that may be required for Licensee to construct, operate and maintain the ATM. Licensee shall furnish the University with copies of all current licenses or permits.

13. NO JOINT VENTURE; LICENSOR NOT A BANK.

13.1 The parties acknowledge and agree that nothing contained in this License is intended or shall be construed to establish Licensor and Licensee as joint ventures or partners. In addition, the parties acknowledge and agree that Licensor, by entering into this License, is not in any manner representing itself to be a bank or otherwise involved in the banking business.

14. LICENSEE BANKRUPTCY.

14.1 In the event Licensee is closed or taken over by any bank authority, Licensor may terminate the License only with the concurrence of such bank regulatory authority, except for default on part of the Licensee or a successor, and any such regulatory authority shall in any event, except for such default, have the election either to continue, or to terminate the License; provided, however, that in the event this License is terminated, the maximum claim of Licensor for damages or indemnity for injury resulting from the rejection or abandonment of the unexpired term of the License shall in no event be in an amount exceeding the License Fee paid during the 180 days preceding the Licensor's request to terminate this License.

15. NOTICES.

15.1 All notices, consents, requests and demands to or upon the parties which are required or permitted hereunder shall be in writing, shall be deemed to have been given or made when delivered in person, or three (3) days after deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or in the case of overnight courier services, one business day after delivery to the overnight courier service with payment provided for, or in the case of facsimile, upon written confirmation of receipt from the receiving party. Either party may from time to time change its address as set forth above by notifying the other party of its new address in writing.

16. ASSIGNMENT.

16.1 Licensee shall not assign this License other than as permitted in this Section without the prior written consent of Licensor; provided, however, that nothing in this License shall be construed to prevent Licensee, without Licensor's consent, from assigning any of Licensee rights under this License to any wholly owned subsidiary of Licensee, or the surviving entity of any merger or consolidation of Licensee or any wholly owned subsidiary. Licensor shall not assign this License without the prior written consent of Licensee under this License, such consent not to be unreasonably withheld.

17. COUNTERPARTS.

17.1 This License may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

18. DISPUTE RESOLUTION.

18.1 Any disputes arising out of this License agreement shall be subject to resolution by the Board of Claims of the Commonwealth of Pennsylvania.

19. ENTIRE LICENSE.

19.1 This License, together with all Exhibits attached hereto, contains the entire License between parties with respect to the subject matter hereof and supersedes all prior arrangements, Licenses or understandings with respect thereto. Section headings contained in this License are for the convenience of the parties, and are without meaning.

20. CHANGES.

20.1 The terms and provisions of this License may not be modified or amended except as agreed in writing by the parties.

21. GOVERNING LAW.

21.1 This License shall be governed by and construed in accordance with the statutory and decisional law of the Commonwealth of Pennsylvania.

22. CONFIDENTIALITY.

22.1 Licensor agrees, acknowledges, and recognizes that Licensee is a highly regulated financial institution under a strict duty of confidentiality with regard to its operations and its member records, specifically any "Confidential Member Information". Confidential Member Information shall specifically include all non-public member data, account or personal information, such as account numbers, access codes, account ownership and names of account owners, demographic information, and financial transactions conducted within those accounts. Licensor will not sell, transfer or share with any third parties any Confidential Member Information which it receives during the ordinary course of conducting business with Licensee or otherwise, unless it receives prior written consent from Licensee following notice given to Licensee by Licensor specifying exactly what information is to be shared and with whom it will be shared and the reason permission to disclose is being requested. Any Confidential Member Information received by Licensor, or any Licensee-approved recipients, may be used only as is necessary to complete the stated purpose of this Agreement. Notwithstanding anything in this Agreement to the contrary, the rights and responsibilities regarding Confidential Member Information as herein stated shall survive indefinitely the termination of this Agreement. Furthermore, Licensor agrees and promises to destroy any Confidential Member Information that it has received or obtained from Licensee, including any copies, immediately upon receiving written notice from Licensee to destroy such Information, including any medium upon which or within which that Information resides. Licensor agrees to destroy all Confidential Member Information that it has received or obtained from Licensee, and any copies made, not later than the date of termination of this Agreement, and Licensor also agrees to provide Licensee with written assurance of such destruction upon the written request of Licensee. Acceptable means of destruction include fine shredding of any paper copies so that no Information is readable, complete incineration of any software or compact discs or DVDs, and the complete deletion of all applicable electronic copies and backups.

22.2 Licensee agrees, acknowledges, and recognizes that Licensor has similar confidentially restrictions with respect to student, faculty and staff records, and agrees to be bound by the same restrictions regarding any confidential information provided to the Licensee by the Licensor.

23. NOTICE OF SECURITY BREACH.

23.1 Notwithstanding anything in this Agreement to the contrary, Licensor agrees to fully disclose any breach in its security resulting in or from unauthorized intrusions that may materially affect Licensee or its members. Licensor agrees to report the date, time, and manner of any such material breach, the effect of the breach on Licensee, and any specific corrective action Licensor will be taking in response to the intrusion directly to Licensee in a reasonably timely manner.

24. RIGHT TO AUDIT.

24.1 At no expense to Licensor, Licensor shall have the right to examine and copy all writings related to any aspect of this Agreement. Upon notice, Licensee agrees to make these materials available to Licensor's designated representative during reasonable business hours. Licensor's right to audit shall extend for a period of one year after termination of this Agreement. Licensee shall include in all subcontracts a like provision under which Licensor shall have the above referenced rights.

25. TAXES.

25.1 If personal property taxes are assessed, Licensee shall pay any portion of such taxes directly attributable to the ATM equipment. Licensee shall not be responsible for the payment of any real property taxes, assessments and/or deferred taxes on the Property. University agrees to provide to Licensee a copy of any notice, assessment or billing relating to any personal property taxes for which Licensee is responsible under this Agreement within thirty (30) days of receipt of same by University. Licensee shall have no obligation to make payment of any personal property taxes until Licensee has received notice, assessment or billing relating to such payment in accordance herewith. Licensee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any personal property tax assessment or billing for which Licensee is wholly or partly responsible for payment under this Agreement. University shall reasonably cooperate with Licensee in filing, prosecuting and perfecting any appeal or challenge to personal property taxes as set forth herein, including, but not limited to, executing consent to appeal or other similar document, at no cost to University.

26. HAZARDOUS SUBSTANCES.

26.1 Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. University represents, warrants and agrees (1) that neither University nor, to University's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law or regulation, and (2) that University will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. University and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph.

26.2 As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed pursuant to due and legal action authorizing the same to be done the date first above written:

FOR THE CONTRACTOR:

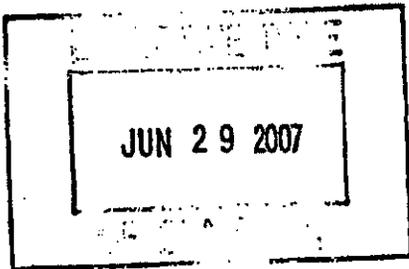
Individual or Partner
(if Contractor is an individual
or partnership)

OR (if Contractor is a corporation)

[Signature]
~~President~~ Vice President of
Corporation (circle one)

AND

[Signature]
Secretary or Treasurer
(circle title)



FOR THE COMMONWEALTH:

R.A. Staneski
Richard A. Staneski
Vice President for Finance and Administration
East Stroudsburg University of Pennsylvania
of the Pennsylvania State System of Higher
Education

Approved as to Form and Legality:

[Signature]
University Legal Counsel
Pennsylvania State System of Higher
Education

[Signature]
Deputy Attorney General
Commonwealth of Pennsylvania

8' - 9" / 16"

A7.3

A

ATM MACHINE (BY OTHERS)
IN FILL BY G.C. - SEE SK 13

508.11

INS ENCLOSURE
BATH ROOM
SEE 3/AT.3

FILTER @
FLR

5' - 0" (1)

9.25
ATM
+ 508.14

DRAIN

18
C13

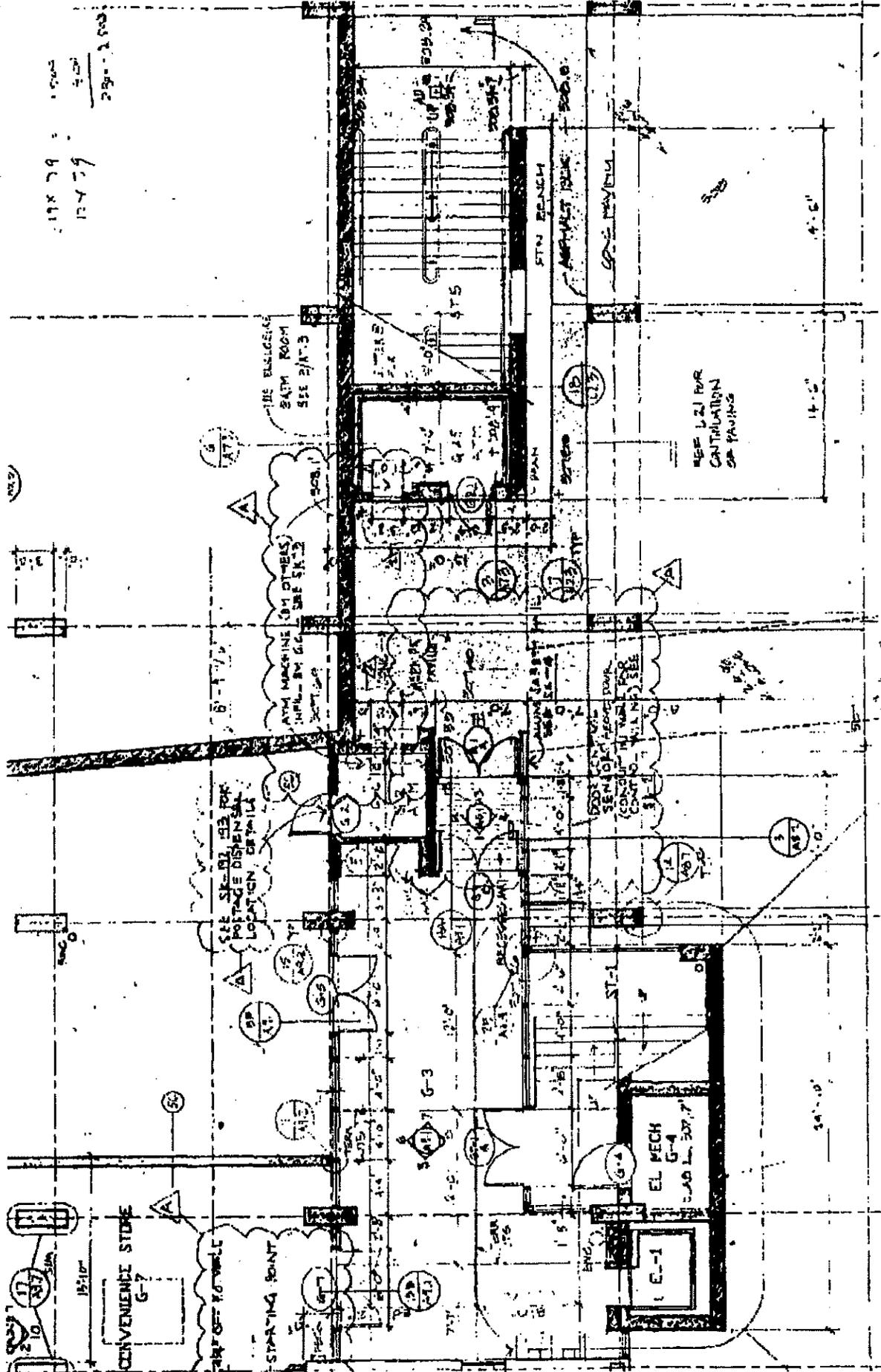
3
A7.3

133
TYP

CONCRETE
PAYLOE

ALUM. S.A. BATH
SEE SK - 4

CONTROL
ABOVE DOOR
IN WALL FOR
(WIRING) SEE



11X 79
 124 29
 230 - 2,000

Sheet
 Plan

SEE SK-02 FOR POSTAGE DISPENSER LOCATION DETAILS
 SEE SK-01 FOR BATH ROOM SEE 2/A-3
 SEE U-2 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-3 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-4 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-5 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-6 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-7 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-8 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-9 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-10 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-11 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-12 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-13 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-14 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-15 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-16 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-17 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-18 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-19 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1
 SEE U-20 FOR CONC. IN WALL FOR CONT. WALL SEE 3/1-1

East Stroudsburg University

AMENDMENT NO. ESU 30 ATM-07-A1
TO
LICENSE AGREEMENT NO. ESU 30 ATM-07
FOR
AUTOMATIC TELLER MACHINE (ATM) SERVICES

This Amendment, is made and entered into this 17th day of November, 2008
between East Stroudsburg University of Pennsylvania of the State System of Higher Education 200 Prospect
Street, East Stroudsburg, PA 18301, (hereinafter the "University"),
And

The Pennsylvania State Employees Credit Union (PSECU), with its principal offices at One Credit Union
Place, Harrisburg, PA 17110-2990 acting through its proper officials, (hereinafter referred to as "Licensee").

WHEREAS, the parties entered into an ATM License Agreement, with an effective date of July 1, 2007,
Agreement No. 30-ATM07 (hereinafter the "Agreement") authorizing Licensee to own and operate the ATM
with depository and necessary related equipment in a specific area of the University Center, more fully
described in the Agreement; and

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby do agree to the following
amendment:

1. In accordance with subparagraph 1.5 of the Agreement, the parties agree to amend the Agreement to
add a second ATM on the University premises. The ATM shall substantially comply with the
specifications set forth in Attachment A and be placed in the location more fully described in
Attachment B, both of which are attached hereto and incorporated hereby.
2. Paragraph 10.1 Insurance is hereby deleted and replaced in its entirety as follows:

10.1 Licensee shall maintain insurance on each ATM installed on Licensor's premises, including
without limitation, bodily injury, property damage, personal injury, and advertising injury, in an
amount no less than \$1,000,000 per occurrence.
3. Terms of Original License Agreement. All other terms and conditions of the original Agreement not
modified in this amendment shall remain in full force and effect and be considered incorporated herein
as part of this Amendment. Said original Agreement is attached hereto, incorporated herein and
marked Attachment C.

[Remainder of page intentionally left blank. Signature page follows]

East Stroudsburg University

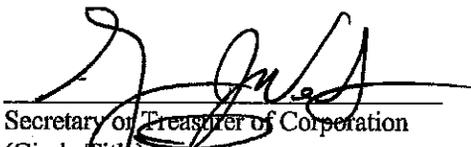
IN WITNESS WHEREOF, this Amendment has been executed and delivered as of the date set forth in the caption above.

FOR THE LICENSEE:

Individual or Partner
(if Licensee is an individual
or Partnership)

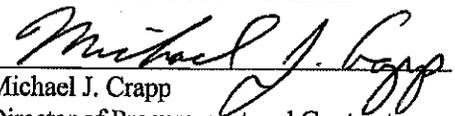


President or Vice President of
Corporation (Circle Title)



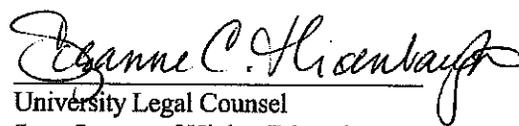
Secretary or Treasurer of Corporation
(Circle Title)

FOR THE COMMONWEALTH:

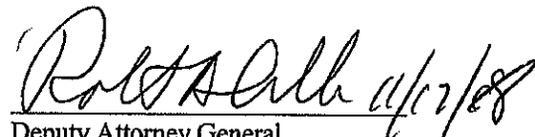


Michael J. Crapp
Director of Procurement and Contracting
East Stroudsburg University of Pennsylvania
of the State System of Higher Education

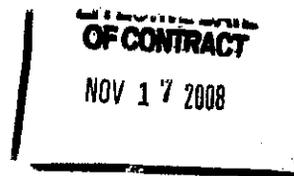
Approved as to Form and Legality:

 11/12/08

University Legal Counsel
State System of Higher Education

 11/12/08

Deputy Attorney General
Commonwealth of Pennsylvania



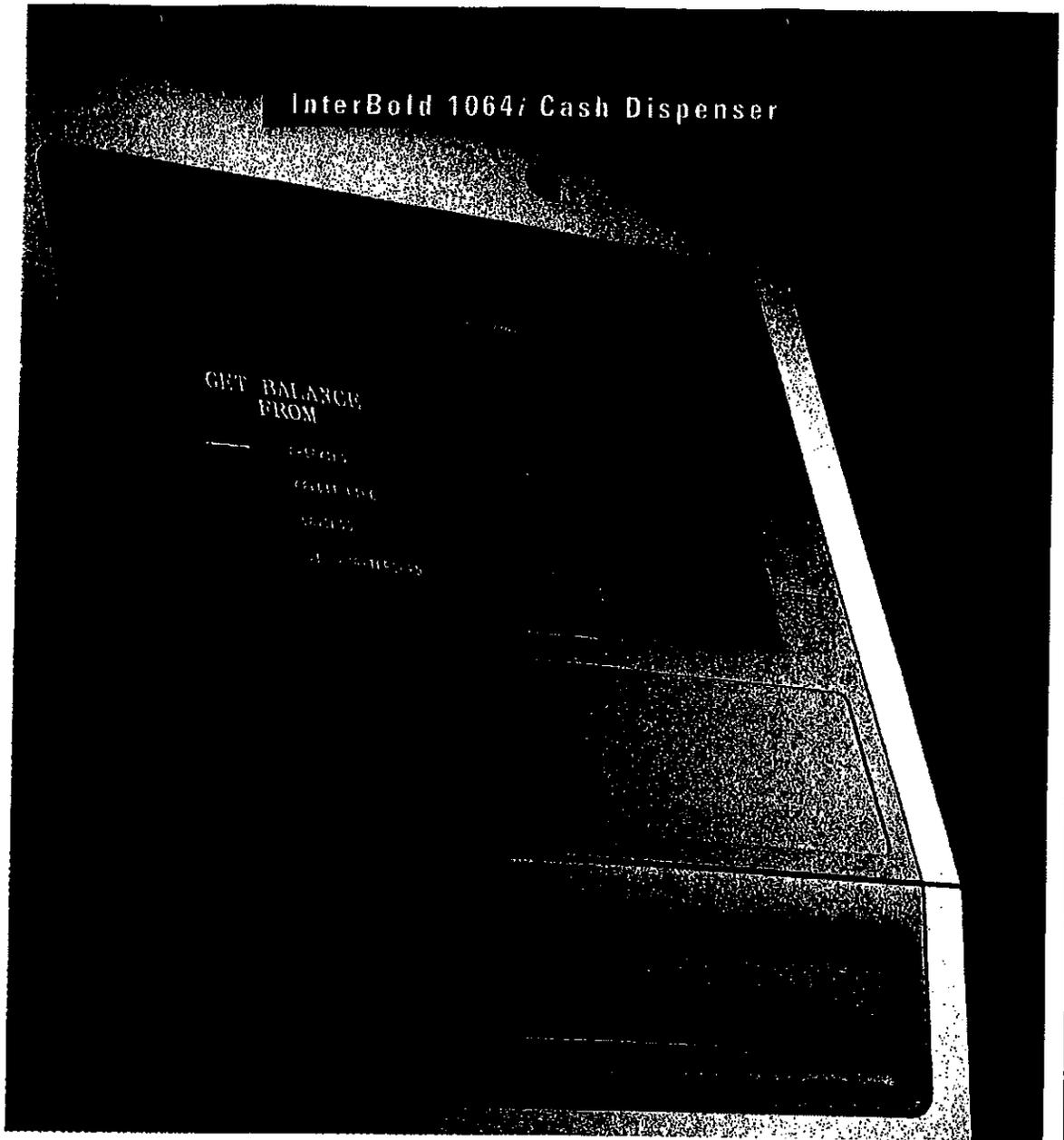
East Stroudsburg University

ATTACHMENT A
ATM SPECIFICATIONS

Specifications attached for the InterBold 1064i Cash Dispenser.

InterBold 1064i Cash Dispenser

**Small enough
to go almost
anywhere, yet
capable of full-
size performance.**



■
Diebold, the company responsible for more key self-service innovations than anyone, brings you the cash dispenser with something extra. The 1064i gives your customers the ability to withdraw cash, transfer funds and check account balances. And it gives you the opportunity to add enhanced graphics, a color screen for advertising, up to four multimedia cassettes for coupons, stamps, traveler's checks and much more. All for much less than the cost of a full-function ATM.

DIEBOLD

InterBold 1064 i

High capacity 40-column receipt printer prints up to 7,600 3" receipts

VGA color or monochrome display for attention-getting graphics to increase promotional and cross-sell impact

Features

- Powerful processor — Pentium® and other options
- 40-column journal printer or electronic data capture or both
- Dial-up communications, optional LAN connectivity.
- Maintenance Manager™ software provides pull-down menus, scripting, Continuous Availability™ for service and replenishment convenience
- Meets guidelines of the Americans with Disabilities Act (ADA) for height and access

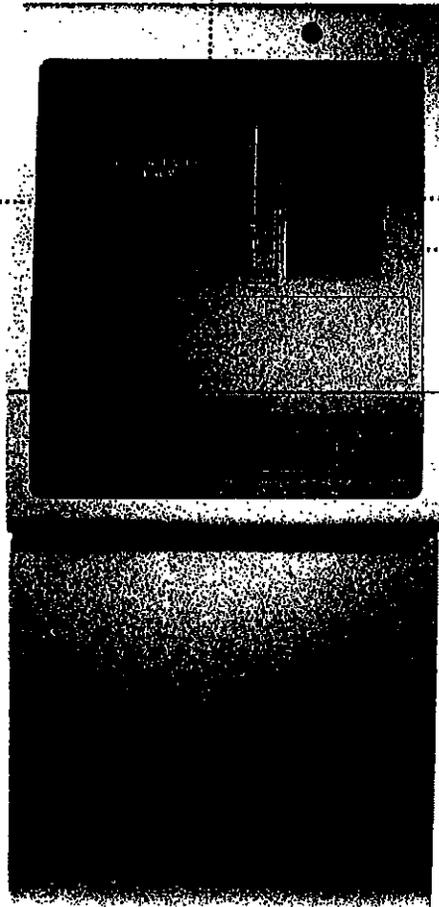
1-800-999-3600

Outside the U.S.A.,

call 330-490-5070.

Fax 330-490-5041.

www.diebold.com



Card reader options include:

- Swipe
- Manual insert (dip)
- Motorized options
- Smart card

Easy-to-use telephone-style tactile braille keypad

Large multimedia capacity dispenser with up to four cassettes

- Provides 345mm capacity
- Divert capability
- Presenter technology

Integrated Security

- Three levels of cassette security
- Health/thermo detection
- Seismic detection
- Duress alarm
- Optional privacy screen
- UL-listed Class 291 chest
- Optional consumer awareness monitor

Dimensions:

	Height	Width	Depth	Weight
Interior front load	53.4 in. (1357 mm)	18.5 in. (470 mm)	34.0 in. (864 mm)	950 lbs. (430 kg)
Interior rear load	53.4 in. (1357 mm)	18.5 in. (470 mm)	35.3 in. (896 mm)	950 lbs. (430 kg)

Operating environment:

- Temperature range: 50°F to 100°F (10°C to 38°C)
- Relative humidity: Non-condensing; 20 to 80%
- Maximum altitude: 9850 ft. (3000 m)

DIEBOLD

Diebold, Incorporated • Post Office Box 3077 • Dept. 9-99-MC • N.Canton, Ohio 44720-8077

DIEBOLD is a registered trademark of Diebold, Incorporated. ©DIEBOLD, Incorporated, 1997.

InterBold, I Series, ix Series and Maintenance Manager are registered trademarks of InterBold, a New York general partnership.

Pentium is a registered trademark of Intel Corporation.

All rights reserved. Litho in U. S. A. 15m AJ8374 0197.9 File No. 79-367 R3

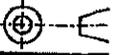
 Printed on recycled paper

InterBold

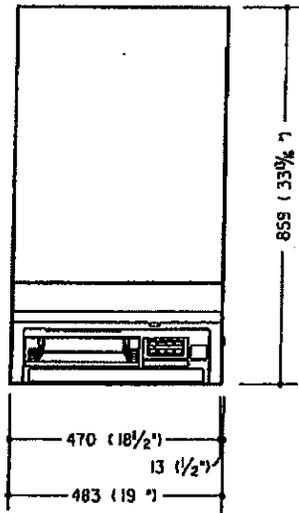
INTERBOLD 1064/ INTERIOR FRONT LOAD CASH DISPENSER WITH U.L. CHEST

DIMENSIONS IN MILLIMETRES
(DIMENSIONS IN INCHES)

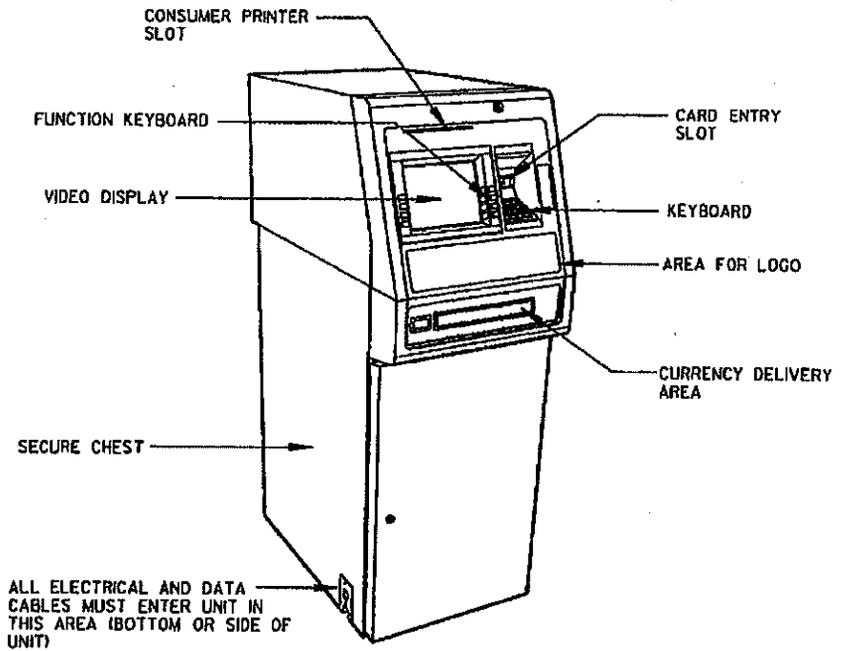
THIRD ANGLE
PROJECTION



L065364



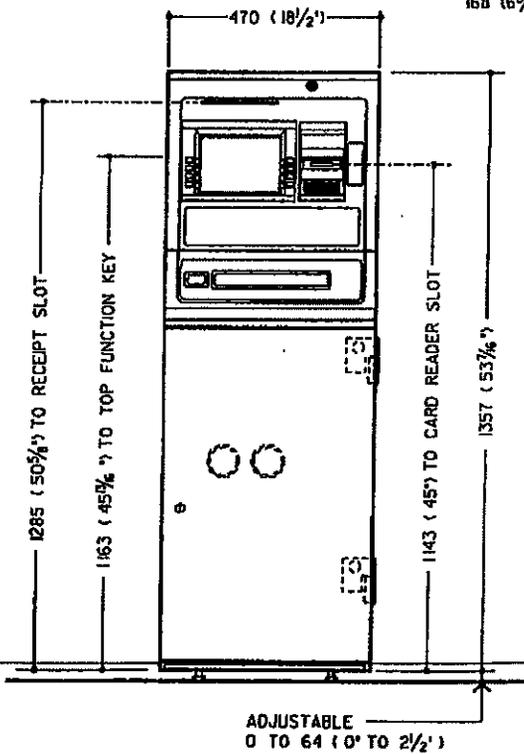
PLAN VIEW



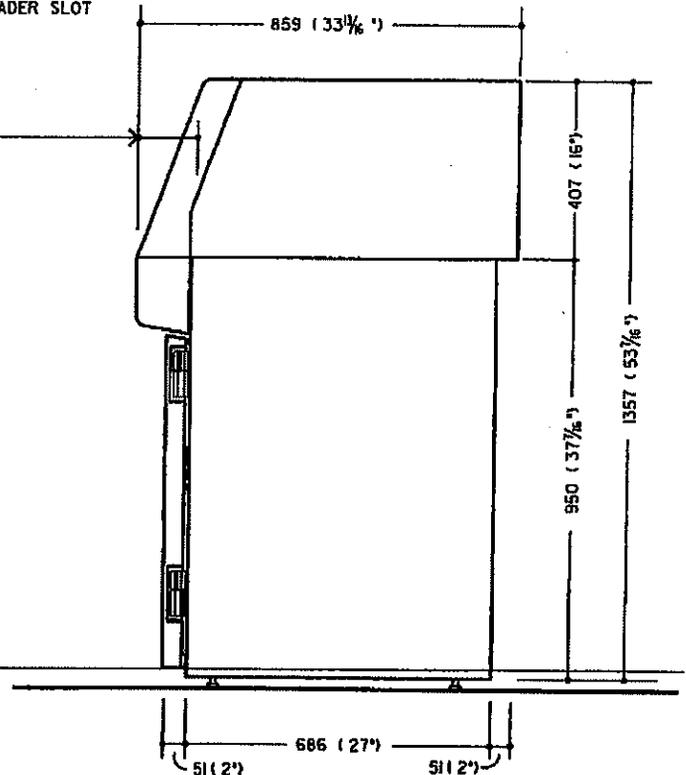
PERSPECTIVE

LITHO IN U.S.A. 0895-19

NOTE: (DIMENSION FROM FRONT
EDGE OF TERMINAL)
79 (3 1/8") TO TOP FUNCTION KEY
127 (5") TO PRINTER SLOT
168 (6 5/8") TO CARD READER SLOT



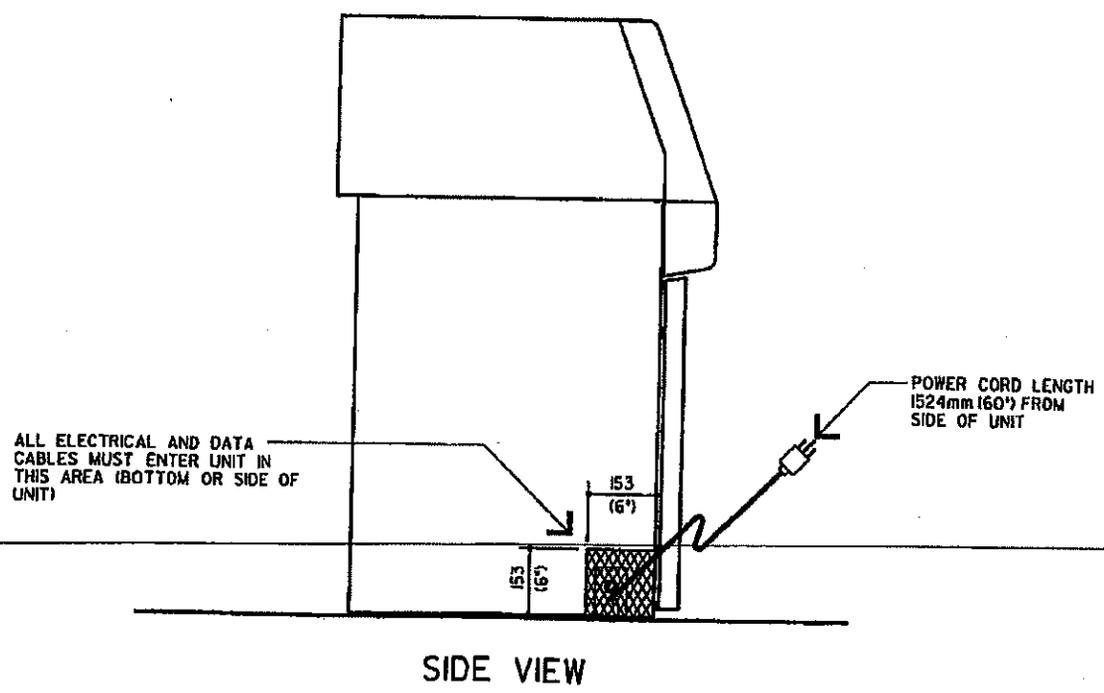
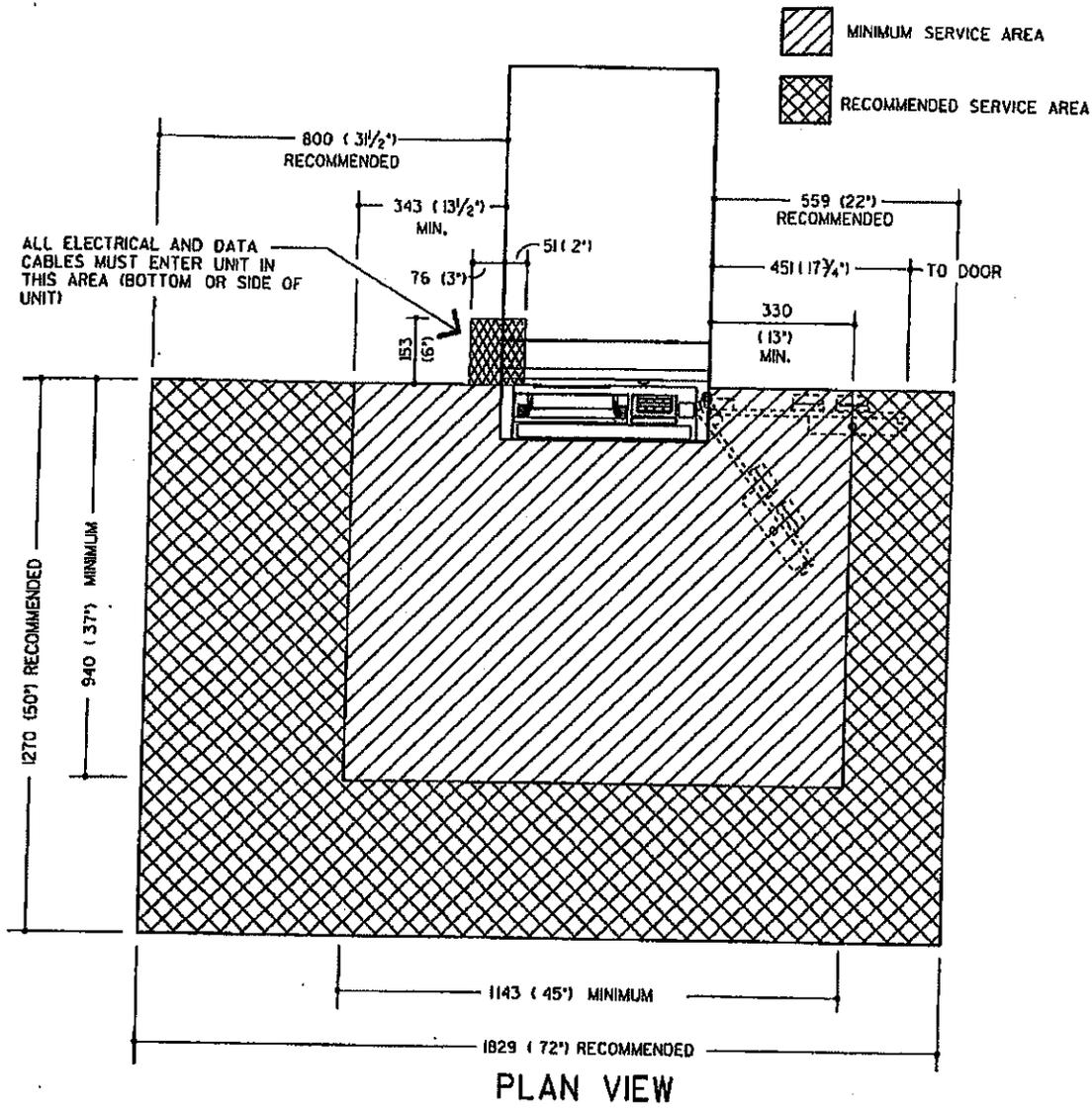
FRONT VIEW

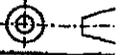


SIDE VIEW

ALL DIMENSIONS AND SPACING CENTER UNLESS OTHERWISE SPECIFIED

FILE NO. 177-364 REV. 1





GENERAL SPECIFICATIONS

SIGNAL CABLE RUN CONSTRAINTS

THE FOLLOWING CHART ITEMIZES THE PHYSICAL SPACING REQUIREMENTS OF THE SIGNAL CABLE RUN WITH RESPECT TO OTHER POWER AND ELECTRICAL EQUIPMENT CABLE RUN.

TYPE OF ELECTRICAL RUN	POWER OF ELECTRICAL RUN		
	BELOW 2 KVA	2-5 KVA	ABOVE 5 KVA
FLUORESCENT, NEON OR INCANDESCENT LIGHTING FIXTURES	125 mm (5")	125 mm (5")	125 mm (5")
UNSHIELDED POWER LINE OR ELECTRICAL EQUIPMENT	305 mm (12")	305 mm (12")	610 mm (24")
UNSHIELDED POWER LINES OR ELECTRICAL EQUIPMENT WITH SIGNAL CABLES ENCLOSED IN GROUNDED CONDUIT	64 mm (2 1/2")	152 mm (6")	305 mm (12")
POWER LINES IN GROUNDED CONDUIT WITH SIGNAL CABLES IN GROUNDED CONDUIT	30 mm (3/16")	76 mm (3")	152 mm (6")

SIGNAL CABLE INSTALLATION CONSTRAINTS

RELATIVE CARE IS REQUIRED WHEN INSTALLING SIGNAL CABLES IN CONDUITS. UNLIKE POWER AND LIGHTING CABLE, SIGNAL CABLES HAVE SMALL CONDUCTORS AND LIGHT INSULATION AND WILL NOT WITHSTAND AS MUCH STRAIN IN INSTALLATION. THE FOLLOWING CHART SUMMARIZES SOME COMMON CONDUIT PARAMETERS. THE SUM OF THE CROSS-SECTIONAL AREAS OF CABLES BEING INSTALLED IN CONDUIT SHOULD NOT EXCEED 40% OF THE AREA OF THE CONDUIT.

CONDUIT SIZE (INCHES)	INTERNAL DIAMETER (INCHES)	AREA-SQUARE INCHES			
		100%	40%	33%	25%
1/2"	.622	.30	.12	.099	.075
3/4"	.824	.53	.21	.175	.132
1"	1.049	.86	.34	.283	.215
1 1/4"	1.380	1.50	.60	.495	.375
1 1/2"	1.610	2.04	.81	.673	.510
2"	2.067	3.36	1.34	1.109	.840

FOR CONDUIT RUNS 15.25 METRES TO 30.5 METRES (50 TO 100 FEET), NOT MORE THAN 33% OF CONDUIT AREA SHOULD BE USED.

FOR CONDUIT RUNS OVER 30.5 METRES (100 FEET), NOT MORE THAN 25% OF CONDUIT AREA SHOULD BE USED.

EACH 90° CONDUIT BEND MAY BE ESTIMATED AS EQUAL TO THE FRICTION OF A 9.15 METRES (30 FOOT) LENGTH STRAIGHT LEVEL CONDUIT. IF MORE THAN TWO 90° BENDS ARE USED IN CONDUIT RUN, INSERT A PULL BOX.

ELECTRO STATIC DISCHARGE

STATIC ELECTRICITY CHARGES ARE BUILT-UP AS A RESULT OF CONTACT WITH CERTAIN FLOOR COVERINGS AND FURNITURE. A DISCHARGE OF THIS BUILD-UP CAN CAUSE DISCOMFORT TO PEOPLE AND POSSIBLE INTERFERENCE WITH ELECTRONIC EQUIPMENT. THE FOLLOWING PRECAUTIONS SHOULD BE TAKEN WHENEVER POSSIBLE TO REDUCE THE CHANCE OF STATIC DISCHARGE PROBLEMS.

AVOID RELATIVE HUMIDITY VALUES OF LESS THAN 40%. TREAT FLOOR COVERINGS AROUND ELECTRONIC EQUIPMENT WITH STATIC REDUCING AGENTS COMMERCIALY AVAILABLE.

EXTERNAL CABLING

PLEASE REFER TO THE APPROPRIATE ATM LITHO FOR DETAILS FOR TERMINAL CABLE ACCESS. JUNCTION BOXES, CONDUIT, ETC., ARE THE RESPONSIBILITY OF THE CUSTOMER AND ARE NOT SUPPLIED BY INTERBOLD. LOCAL CODES WILL DICTATE LOCATION AND MATERIALS TO BE USED IN ELECTRICAL CONNECTIONS.

L065364

LITHO IN U.S.A. 0895-18



ALL DIMENSIONS AND WEIGHTS GIVEN ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.

FILE NO. 177-364 REV. 1

SPECIFICATIONS

PHYSICAL SECURITY

THE SECURITY CHEST MEETS THE BANK PROTECTION ACT 82 STAT 295, 12 USC 882, AND MEETS THE ATTACK TEST PER UL 29-15. THE CHEST DOOR HAS A POSITIVE RELOCKING FEATURE. THE CHEST DOOR IS CONTROLLED BY A GROUP 2 COMBINATION LOCK WITH KEYLOCKING DIAL CAPABILITY.

ALARM PROTECTION (OPTIONAL)

THE SECURITY COMPARTMENT CAN BE PROTECTED WITH A SEISMIC DETECTOR, HEAT SENSING THERMO, AND DOOR CONTACT. THE DOOR AND COMBINATION LOCK CAN INCORPORATE A SILENT SIGNAL FEATURE.

HEAT OUTPUT

1000 BTU/HR IDLE

1500 BTU/HR OPERATING

WEIGHT OF UNIT

430 kg (950 LBS.)

AVERAGE SOUND PRESSURE LEVEL

WILL NOT EXCEED 59 dBA MEASURED AT (1) METER IN ANY DIRECTION

SHORT DURATION SOUND PRESSURE LEVEL

WILL NOT EXCEED 69 dBA MEASURED AT (1) METER IN ANY DIRECTION

RFI EMISSIONS

MEETS FCC PART 15, SUBPART J, CLASS A, AND VDE 0871, CLASS A

POWER REQUIREMENTS

LOW VOLTAGE: 95-130 VAC, 60 HZ., ± 0.6 HZ.; HIGH VOLTAGE: 198-254 50 HZ., ± 0.6 HZ.
SINGLE PHASE 3-WIRE HOOK-UP, UNSWITCHED INDIVIDUAL BRANCH CIRCUIT. (3) #12 TH WITH 3RD WIRE EARTH GROUND (CONDUIT GROUND NOT ACCEPTABLE). REQUIRES 20 AMP SERVICE (HIGH VOLTAGE REQUIRES 10 AMP SERVICE) WHICH MAY BE TERMINATED BY A 'QUICK DISCONNECT' DEVICE WHICH BREAKS LINE VOLTAGE AT THE ELECTRICAL SERVICE PANEL SUCH AS PANEL MOUNTED CIRCUIT BREAKER. (SUPPLIED BY E.C.I. E.C. TO PROVIDE COMPATIBLE RECEPTACLE FOR PLUG-IN CONNECTOR SUPPLIED WITH UNIT WHICH VARIES WITH LOCAL CODES. POWER CORD LENGTH 1524 mm (60') FROM SIDE OF UNIT.

FINISH

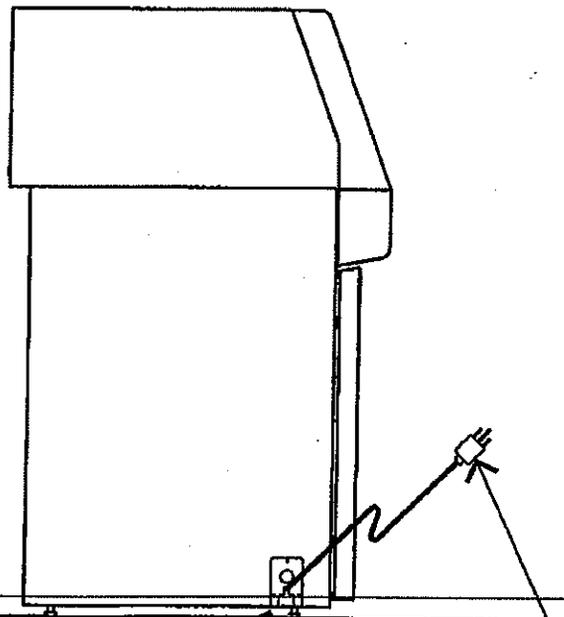
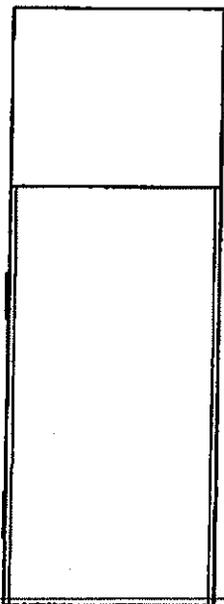
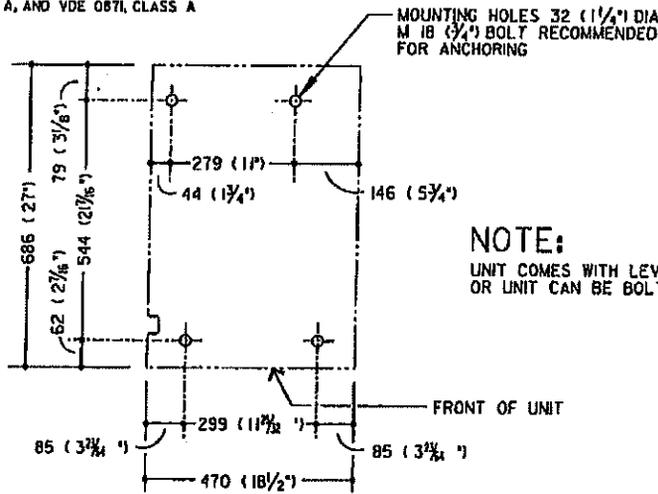
OPERATING PANEL ——— TEXTURED SHADOW GRAY AND PEARL WHITE FINISH
STRUCTURAL FOAM

HOUSING (TOP COVER) ——— TEXTURED PEARL WHITE FINISH

CHEST ——— TEXTURED PEARL WHITE FINISH

OPERATING ENVIRONMENT

CHEST LOCATION ——— 10°C TO 37°C (50°F TO 100°F)
20 TO 80 % RELATIVE HUMIDITY (NON-CONDENSING)



ALL ELECTRICAL AND DATA CABLES MUST ENTER UNIT IN THIS AREA (BOTTOM OR SIDE OF UNIT)

POWER CORD LENGTH 1524mm (60') FROM SIDE OF UNIT

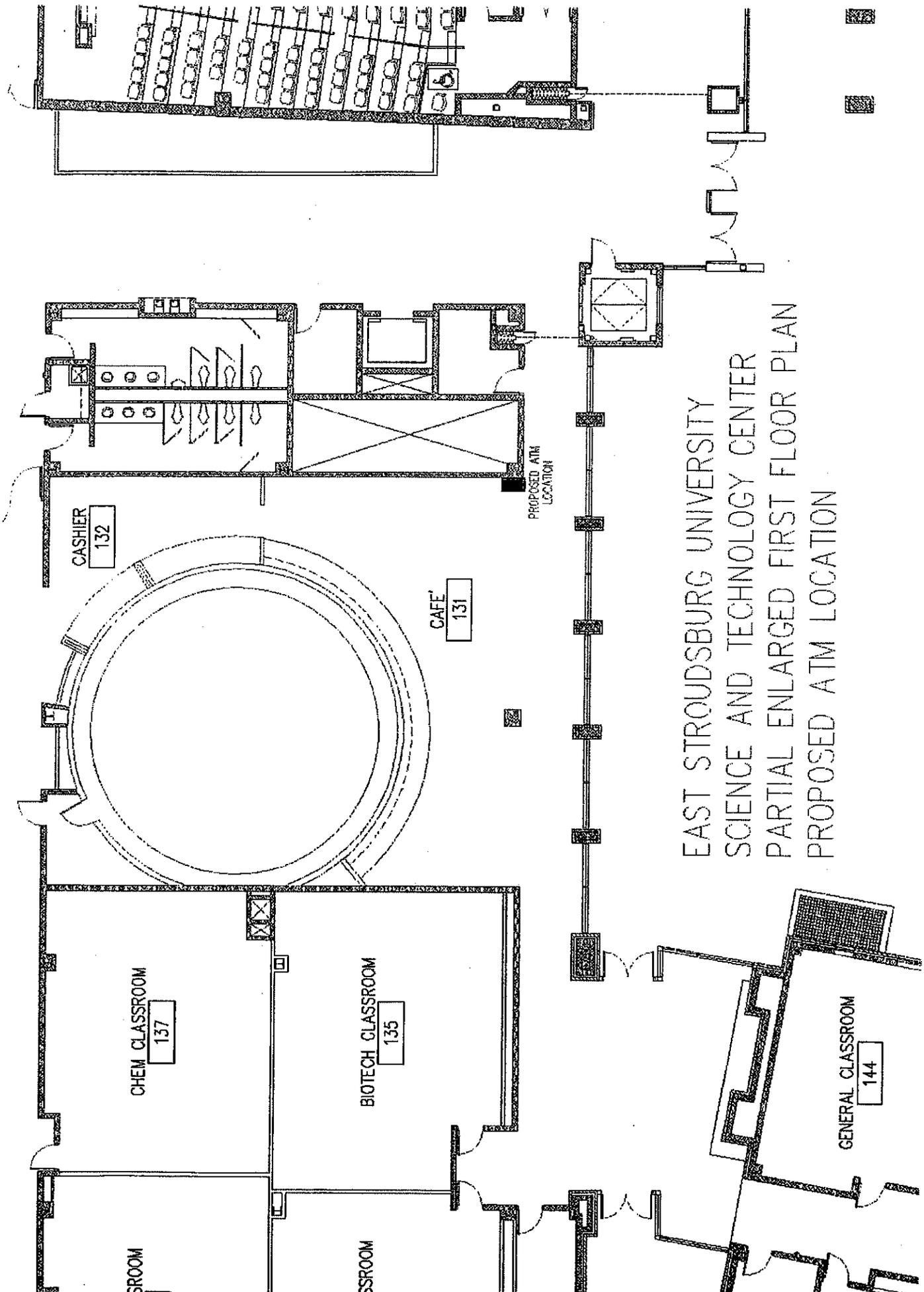
East Stroudsburg University

ATTACHMENT B
ATM SITE LOCATION

Brief description of the proposed location:

The ATM is being proposed on the first floor of the Science and Technology Center along a highly visible, main corridor, adjacent to the café' and cashier areas. The proposed ATM will occupy approximately 20 sq. ft.; including equipment area and service clearances.

Drawing Attached.



EAST STROUDSBURG UNIVERSITY
 SCIENCE AND TECHNOLOGY CENTER
 PARTIAL ENLARGED FIRST FLOOR PLAN
 PROPOSED ATM LOCATION

East Stroudsburg University

ATTACHMENT C

ORIGINAL ATM LICENSE AGREEMENT

Facilities Management

200 Prospect Street
East Stroudsburg, PA
18301-2999

Tel: (570) 422-3077
FAX: (570) 422-3777



September 28, 2007

Earl Lloyd
Administrator, University Development
Pennsylvania State Employees Credit Union (PSECU)
P.O. Box 67013
Harrisburg, PA 17106-7013

Re: Distribution of Fully Executed Service Center License Agreement No. ESU 30-SERVCTR07
at East Stroudsburg University of Pennsylvania

Dear Mr. Lloyd:

ATM License Agreement No. 30- SERVCTR07 has been approved by the Deputy Attorney General of the Commonwealth of Pennsylvania and is now legally binding on the Commonwealth. A fully executed duplicate original copy of the License Agreement is enclosed for your ^{8 W}action and records. _{FL}

The term of this Agreement is from 1 July 2007 and ends on 30 June 2007. The University and PSECU have the option to mutually renew the Original Term of the License for no more than four (4) additional one (1) year terms (each a "Renewal Term" and collectively the "Renewal Terms") upon the same terms and conditions set forth herein subject to appropriate adjustments in the minimum monthly lease fee.

The University point of contact for the administration of this ATM License Agreement is:

Ms. Donna Bulzoni
Controller
Rosenkrans Hall
East Stroudsburg University of Pennsylvania
200 Prospect Street
East Stroudsburg, PA 18301-2999
Tel: 570-422-3117
Fax: 570-422-3843
e-mail: DBulzoni@po-box.esu.edu

All questions and communications regarding the administration of this License Agreement should be addressed to Ms. Bulzoni.

The monthly License Fee shall be submitted to Ms. Bulzoni. You are reminded that the monthly License Fee is due no later than 15 days after the end of each month. If you have not already done so, please submit the monthly license fees for July and August 2007 to Ms. Bulzoni with 15 days of receipt of this letter. PSECU shall provide the University monthly production reports of services for which incentive payments are due to the University in accordance with paragraph 3.2 of the License Agreement and the report should support and document the amount of incentive payment due.

We hereby acknowledge receipt of the required certificate of insurance for both the ATM License and the license for the Service Center space.

If you should have any questions regarding this letter, please feel free to contact me at 570-422-3075.

Sincerely,



William P. Pierson
Contracting Officer and
Assistant Director of Facilities Management
for Planning and Engineering

Enclosure

pc: Donna Bulzoni, Controller (w/copy of License for University central contract file)
Mary Ann Dutter, Purchasing Agent Supervisor
Fredric A. Moses, Executive Director, Student Activity Association
Richard A. Staneski, Vice President for Finance and Administration
FM Service Center License Agreement File, ESU 30-SERVCTR07

East Stroudsburg University of Pennsylvania

SERVICE CENTER LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "Agreement"), made this 1st day of July, 2007, by and between East Stroudsburg University of Pennsylvania of the Pennsylvania State System of Higher Education (hereinafter "University"), with its principal mailing address of 200 Prospect Street, East Stroudsburg, PA 18301, and the Pennsylvania State Employees Credit Union (PSECU), with its principal offices at One Credit Union Place, Harrisburg, PA 17110-2990 (hereinafter "Licensee"), Federal ID Number: 230961140.

WITNESSETH:

WHEREAS, the University is an instrumentality of the Commonwealth of Pennsylvania, established and existing pursuant to Article XX-A of the Public School Code of 1949, as amended, 24 P.S. §20-20001-A, *et seq.*;

WHEREAS, the University is authorized to license certain interior floor space in the University Center (hereinafter referred to as the "Building") which is situated on real property operated by the University located near the intersection of Normal and South Green Streets on the Campus of East Stroudsburg University and called the University Center, East Stroudsburg, PA 18301 (together with the Building shall collectively be referred to as the "Property"); and

WHEREAS, the University competitively selected Licensee to provide automated teller machine (ATM) services for the University in accordance with Request for Proposal (RFP) number 30-ATM07 dated 20 April 2007 and paragraph 4.2 of RFP number 30-ATM07 offered the Licensee the option to lease existing office space in the University Center for the purpose of ATM and/or banking information related services; and

WHEREAS, the University and PSECU entered into ATM License Agreement number 30-ATM07 on 29 June 2007 to provide ATM services to the University Campus community which license agreement remains in force and operational at the present time; and

WHEREAS, the Licensee has declared their desire to exercise the option to lease additional space in the University Center for the purpose of a Service Center by PSECU letter dated June 26, 2007, a copy of which is attached and made a part hereof as exhibit "A"; and

WHEREAS, both parties to the existing ATM License Agreement desire to expand and enhance both the quality and quantity of the financial services made available on Campus by Licensee for the benefit and convenience of the University Campus community and, in so doing, to provide meaningful and relevant student work experiences for University students with career interests in the banking area; and

WHEREAS, Licensee desires to license specific areas of the Building for the installation, operation, and maintenance of a "Service Center" in the University Center at East Stroudsburg University; and

WHEREAS, Licensee is authorized to operate and maintain a banking Service Center in the Borough of East Stroudsburg, Monroe County, Pennsylvania; and

WHEREAS, the University and Licensee desire to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the University and Licensee agree as follows:

1. LICENSE.

1.1 The University hereby grants to Licensee a non-exclusive license to use the following parts of the Building: certain interior wall and floor space of approximately 250 square feet for the installation, operation, repair and maintenance of a banking Service Center in the University Center. The parties mutually agree that the exact location of the Service Center within the Building shall be Room G-26 as shown on exhibit "B", which is hereby appended to and made a part of this agreement. This location may be revised from time to time by mutual agreement. The University represents that the location identified in exhibit "B" includes all banking Service Centers that are currently operating or planned for opening on the Campus. "Service Center" as used here will include any financial service facility, kiosk or staffed presence other than an automated teller machine (ATM).

1.2 The parties agree that this Service Center will be located on the East Stroudsburg University Campus. As to any Service Center contemplated in the future, the University shall have the right to offer such arrangement to any third party provided the University first provides 30 days notice to Licensee, during which time the Licensee shall have the option to provide a Service Center under the terms and conditions hereof. If the Licensee fails to exercise the option within said thirty day period, the Licensee's rights with regard to that additional Service Center shall cease.

1.3 Under the University's policies and procedures, any agreement for the installation of a Service Center on University properties must conform to the Pennsylvania State System of Higher Education facilities management policies and regulations; must be approved by the University Facilities Management Department; and must bear the signature of a University senior policy executive empowered to obligate the University.

1.4 Licensee acknowledges the University's academic mission and agrees not to interfere with that mission in the conduct of installation, operation, repair and maintenance of the Service Center. To this end, the Licensee will give the University a minimum of two working days advance notice of all scheduled construction, maintenance and repairs to the Service Center except in the case of emergencies.

1.5 Pursuant to this Agreement, Licensee will have access for ingress and egress to the Licensed Premises upon and across the Property and the adjacent properties, if any, during the term set forth in this Agreement. Licensee's employees and/or agents shall be subject to all University policies while on Campus.

1.6 Licensee shall have the right to renovate and maintain the Service Center licensed space and to connect to Building utilities in such location(s) and in such a manner as shall be mutually agreeable to the University and Licensee.

1.7 No property interest for the use of the Building is created by this license. The University grants in this Agreement to Licensee a **non-exclusive, non-transferable license only**. No leasehold interest for the use of the facility is created under this Agreement. It is expressly understood that all rights granted to Licensee under this Agreement are revocable until this Agreement expires or as otherwise herein provided.

2. TERMS AND RENEWALS.

2.1 The original term of this Agreement (the "Original Term") shall be for a period of one (1) year, commencing on the first day of the calendar month following the date on which Licensee commences installation of the Service Center. Notwithstanding the foregoing, the Agreement shall not commence unless the Agreement has been approved and signed by all necessary employees and officials of the Commonwealth of Pennsylvania.

2.2 The University and the Licensee shall have the option to mutually renew the Original Term of the License for no more than four (4) additional one (1) year terms (each a "Renewal Term" and collectively the "Renewal Terms") upon the same terms and conditions set forth herein subject to appropriate adjustments to the monthly rent ("License Fee") and additional compensation as identified in paragraph 3 – License Fee, below. Any changes to this Agreement in connection with any Renewal Term are subject to review and approval by the Chief Counsel of the State System of Higher Education and the Office of Attorney General of the Commonwealth of Pennsylvania. The Original Term, as extended by the Renewal Terms, is herein referred to as the "Term."

2.3 Upon the expiration of the Original Term, the License will continue for an additional one (1) year term, provided either party to this license notifies the other party, in writing, of its desire to continue the License Agreement for an additional one (1) year. Upon the expiration of the Original Term, the parties will mutually renegotiate the License Fees and additional compensation for each Renewal Term. In the absence of the award of a new Service Center License to any party at the expiration of the five year Term of the License, the Licensee will have the option to continue this agreement from month to month for a period not to exceed three (3) months beyond the five year Term of the License.

2.4 Notwithstanding anything contained in this License to the contrary, either party (the "Terminating Party") may terminate this Agreement as to any or all Service Centers (the "Terminated Service Centers") at any time for any or no reason as follows:

- (a) The Terminating Party shall send not less than a 90 day written notification ("Termination Notice") to the other party indicating the intent to terminate the Agreement as to the Service Centers specified in the Termination Notice and specifying the effective date of such termination ("Closing Date").
- (b) Licensee shall continue to operate the Terminated Service Centers until the Closing Date.
- (c) Termination of this agreement as to any Service Center shall be effective on the date that the Terminated Service Center is closed by the License, and the Licensee shall operate the Terminated Service Center until the date of closure. The Licensee shall not be obligated nor have the right to operate such Service Center after the Closing Date. Until the Closing Date of the Terminated Service Center, all terms of this Agreement shall remain in full force and effect with respect to such Terminated Service Centers.

2.5 In the event that either Licensor or Licensee fail to take timely and appropriate corrective action to remedy any breaches of the obligations created by this License after receipt of written notice from the other party of the existence of the breach, either party may terminate the License

for cause by providing to the other party ninety (90) days written notice of intent to terminate the License for cause.

3. LICENSE FEE.

3.1 The Licensee shall pay to the University, no later than 15 calendar days after the end of the each month for the immediately ended month, the following rent ("License Fee"): three hundred ten dollars (\$310.00) for each calendar month. The Licensee shall pay a late payment penalty of five (5) percent for each payment of License Fee that is not paid when due.

3.2 The Licensee agrees to pay the University additional compensation as specified as specified in Exhibit "C" – Incentive Schedule. The Licensee shall provide the University monthly production reports of services for which incentives are to be paid.

3.3 The Licensee will provide employment opportunities to University students, faculty and staff as described in Exhibits "D" through "J".

3.4 The Licensee shall pay for all expenses for the operation and maintenance of the Service Center except that the University will provide custodial services, HVAC, and electricity at not cost to the Licensee.

3.5 The Licensee agrees to other specific terms of operation (dates, hours, work parameters and staffing details) as specified in Exhibits "C" through "J". The terms of Exhibits "C" through "J" will be reviewed on an annual basis. The University and the Licensee will mutually agree to any revision made therein.

4. LICENSEE OBLIGATIONS.

5.1 Licensee shall construct and install the Service Center as described in Exhibit "E", and shall maintain the Service Center in accordance with its best practices and procedures. Licensee's operation of the Service Center shall be in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations. Licensee shall bear all costs of such construction, installation and operation of the Service Center except services to be provided by the University as described in paragraph 3.4 above.

5.2 Licensee shall be the sole owner of all Service Center equipment, furniture and supplies, and shall be in sole control of the nature and scope of the operation of the Service Center. Except as noted in paragraph 3.4 above, the Licensee shall be solely responsible for all expenses relating to the construction, maintenance and operation of the Service Center, and the costs of all data communications and connections necessary for the operation of the Service Center.

5.3 Licensee shall use its customary practices and procedures to ensure that the Service Center is operational during normal business hours of the Service Center, which efforts shall include dispatching service personnel, making repairs and replacements, and monitoring data line problems.

5.4 Licensee's obligations under this License may be performed by Licensee or any wholly owned subsidiary or agent of Licensee.

5.5 Licensee and Licensor shall mutually agree on the dates of construction and installation or removal of the Service Center.

5.6 Licensee agrees to provide and to install and maintain, at no expense to Licensor, the conduit and electrical, computer, telephone and other lines which serve the Service Center, as well

as any and all other facilities or equipment which may be necessary or appropriate for the installation, operation and maintenance of the Service Center. The appearance, location and all other features and characteristics of the lines, facilities and equipment serving the Service Center will be mutually agreed upon by Licensor and Licensee.

5.7 Upon expiration or termination of this Agreement, Licensee shall remove Licensee owned equipment and furnishings from the Licensed Premises at its own expense and restore the Licensed Premises to its appearance and condition existing before the installation of the equipment and furnishings, reasonable wear and tear excepted. Removal of the equipment and furnishings shall be conducted under the coordination of University personnel and fully completed within ninety (90) days after termination of the Agreement. In the event that the removal of a fixture will cause substantial and/or irreparable damage to the Building, or if the removal of such fixtures will substantially impair the operations of the University or its tenants, the University shall, at its option, retain such fixtures at no cost to the University and prevent their removal. The University shall not have the right to retain Licensee's equipment and furnishings that can reasonably be removed without causing substantial and/or irreparable damage to the Building.

6. LICENSOR'S OBLIGATIONS.

6.1 In permitting Licensee to construct, install, operate and maintain a Service Center in the Building, the University retains the sole right to control the management and operation of the Building; provided, however, that under no circumstances shall the University, its employees or representatives, tamper with or have access (other than commercial use) to the Service Center without prior written consent from Licensee. The University agrees that the Licensee retains the sole right to control the management and operation of the Service Center space; provided, however, that under no circumstances shall the Licensee, its employees or representatives, tamper with or have any access (other than commercial use) to other University equipment or facilities without the prior written consent from the University.

6.2 Licensor shall provide custodial services, HVAC and electricity to the Licensee for the operation of the Service Center at no cost. Licensee shall be responsible for all other Service Center utilities and operating expenses.

6.3 Licensee, its employees and agents shall have access to the Service during normal business hours for the purpose of installing, maintaining, servicing, operating the Service Center and for removing equipment and furnishings from the Service Center. In doing so, Licensee shall not interfere with the normal operations of Licensor's business.

6.4 Licensor shall have no responsibility for the security of the Service Center, other than to act in accordance with its customary practices and procedures with respect to each facility and its property contained therein, and shall not be responsible for the operation of the Service Center. However, the University agrees to contact the Licensee if security is breached during hours when the Service Center is not open. The Licensee shall provide a list of contact names and telephone numbers to the University point of contact for this purpose.

6.5 University will permit reasonable signage relating to the Service Center. The design and exact placement of signage shall be mutually agreed upon by the University and the Licensee. All signage shall be provided and installed at Licensee's expense.

6.6 During and after construction and installation of a Service Center, Licensor shall take no action to cause the Service Center to fail to comply with any applicable federal, state or local law, ordinance, rule and regulation, including, without limitation, the Americans with Disabilities Act.

6.7 Subject to the terms of paragraph 8 – Advertising, below, the University may promote to its students, faculty and staff the existence of the Service Center in such manner and time as the University may in its sole discretion determine. The University is specifically authorized and encouraged to do the following: (i) distribute brochures (prepared and provided by the Licensee at its sole cost and expense) to the University's students, faculty and staff, (ii) make Service Center specific advertisements, and (iii) conduct similar promotions.

6.8 The University authorizes insertion of a Licensee marketing brochure and application materials in the orientation package that is mailed to each incoming student. These materials will be prepared and provided by the Licensee at its sole cost and expense. The University agrees that the Licensee may participate in the student orientation process that occurs on Campus in a manner to be mutually agreed upon by the University and the Licensee.

6.9 The University will permit the Licensee to conduct membership drives for students and their families at times to be mutually approved by the Licensee and the University.

6.10 Should the University require a location change for the Service Center, at least a 90 day written notice will be provided to the Licensee and any University reimbursement to the Licensee for expenses incurred in a University required relocation of the Service Center shall be determined by mutual agreement between the University and the Licensee.

7. ENVIRONMENTAL ISSUES:

7.1 The University and Licensee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of all governmental authorities.

8. ADVERTISING.

8.1 Subject to the terms of paragraph 6 above, neither party shall refer to the other party in advertising nor use the other party's logos, trademarks, or service marks without the prior written consent of the other party; provided, however, that Licensee shall be permitted, without obtaining the consent of Licensor, to include the address of the Service Center in a directory of all of or a portion of the Licensee and/or any wholly owned subsidiary's other banking facilities. Each party acknowledges that the other party's logos, trademarks, and service marks are the sole property of the other party.

9. INDEMNIFICATION.

9.1 Licensee shall defend, indemnify and hold Licensor harmless from and against all costs, expenses, damages and liabilities of any nature whatsoever (including, without limitation, reasonable attorneys' fees and actual expenses) which may be suffered, incurred or threatened against Licensor on account of or resulting from this License, the existence or operation of the Service Center, or any action or omission of Licensee, its employees or agents under this License, provided that Licensee shall not be required to defend, indemnify or hold Licensor harmless from Licensor's own negligence or wrongful conduct or that of Licensor's agents, employees or independent contractors.

9.2 Any liabilities of the Licensor in connection with this License shall be determined in accordance with the statutory and decisional laws of the Commonwealth of Pennsylvania. Licensor and Licensee agree that Licensor shall under no circumstances have any liability for acts of Licensor's invitees which involve wrongly obtaining funds from the ATMs through fraud. The provisions herein shall in no way be construed to constitute a waiver of the Licensor's right to sovereign immunity.

10. INSURANCE.

10.1 Licensee shall maintain insurance on the Service Center, including, without limitation, bodily injury, property damage, personal injury, and advertising injury, in an amount no less than \$5,000,000 per occurrence.

11. PERSONAL PROPERTY.

11.1 The contents (equipment and furniture) shall remain the property of Licensee at all times and shall not be construed as fixtures.

12. REGULATORY APPROVAL.

12.1 The Licensee's obligation under this License to construct and install a Service Center in any facility is contingent upon and expressly subject to the receipt by the Licensee, in form and substance satisfactory to Licensee, of any required approval by any regulatory authority over the Licensee, its subsidiaries, or their operations.

12.2 Licensee shall be responsible for obtaining all permits, licenses, and any and all other necessary approvals that may be required for Licensee to construct, operate and maintain the Service Center. Licensee shall furnish the University with copies of all current licenses or permits.

13. NO JOINT VENTURE; LICENSOR NOT A BANK.

13.1 The parties acknowledge and agree that nothing contained in this License is intended or shall be construed to establish Licensor and Licensee as joint ventures or partners. In addition, the parties acknowledge and agree that Licensor, by entering into this License, is not in any manner representing itself to be a bank or otherwise involved in the banking business.

14. LICENSEE BANKRUPTCY.

14.1 In the event Licensee is closed or taken over by any bank authority, Licensor may terminate the License only with the concurrence of such bank regulatory authority, except for default on part of the Licensee or a successor, and any such regulatory authority shall in any event, except for such default, have the election either to continue, or to terminate the License; provided, however, that in the event this License is terminated, the maximum claim of Licensor for damages or indemnity for injury resulting from the rejection or abandonment of the unexpired term of the License shall in no event be in an amount exceeding the License Fee paid during the 180 days preceding the Licensor's request to terminate this License.

15. REPRESENTATIONS AND WARRANTIES OF UNIVERSITY.

15.1 The University represents and warrants to the Licensee that, as of the date of this Agreement:

- (a) The University is a unit of the Pennsylvania State System of Higher Education, a public corporation and instrumentality of the Commonwealth of Pennsylvania, organized, existing and in good standing under the laws of the Commonwealth of Pennsylvania. The University is authorized to conduct its business in the Commonwealth of Pennsylvania and has all licenses and permits required to conduct business. The University is in compliance with all legislative and regulatory requirements imposed upon institutions of higher education in Pennsylvania.

- (b) The University and the officers or representatives acting on behalf of the University have full power and authority to enter into, execute, deliver and perform its obligations under this License Agreement, and when executed and approved as to form and legality by the University Counsel and the Deputy Attorney General of the Commonwealth of Pennsylvania, this License Agreement shall constitute a valid and binding obligation of the University.
- (c) The University is not in violation of nor will the execution of this document constitute a violation with respect to any order of any court or any regulation of any federal, state or other governmental agency which would materially and adversely affect the financial condition or operations of the University or adversely affect its ability to perform this Agreement.
- (d) No judicial or administrative proceeding of any kind is pending or threatened against the University that would adversely affect its ability to perform under the terms of this Agreement.
- (f) No information conveyed in any written statement from the University to the Licensee will, to the knowledge of the University, contain any misstatement of material fact in connection with this Agreement and the obligations of the University under this Agreement.
- (g) The University will advise the Licensee if there are any changes in these representations during the term of this Agreement.

16. REPRESENTATIONS AND WARRANTIES OF LICENSEE.

16.1 The Credit Union (PSECU; Licensee) represents and warrants to the University that, as of the date of this Agreement:

- (a) The Credit Union is a corporation organized, existing and in good standing under the laws of the Commonwealth of Pennsylvania. The Credit Union is authorized to conduct its business in the Commonwealth of Pennsylvania and has all licenses and permits required to conduct business. The Credit Union is in compliance with all legislative and regulatory requirements imposed upon Credit Unions in Pennsylvania.
- (b) The Credit Union and the officers or representatives acting on behalf of the Credit Union, have full power and authority to enter into, execute, deliver and perform its obligations under this License Agreement, and when executed, this License Agreement shall constitute a valid and binding obligation of the Credit Union.
- (c) The Credit Union is not in violation of nor will the execution of this document constitute a violation with respect to any order of any court or any regulation of any federal, state or other governmental agency which would materially and adversely affect the financial condition or operations of the Credit Union or adversely affect its ability to perform this Agreement.
- (d) No judicial or administrative proceeding of any kind is pending or threatened against the Credit Union that would adversely affect its ability to perform under the terms of this Agreement.
- (f) No information conveyed in any written statement from the Credit Union to the University will, to the knowledge of the Credit Union, contain any misstatement of material fact in connection with this Agreement and the obligations of the Credit Union under this Agreement.
- (g) The Credit Union will advise the University if there are any changes in these representations during the term of this Agreement.

17. NOTICES.

17.1 All notices, consents, requests and demands to or upon the parties which are required or permitted hereunder shall be in writing, shall be deemed to have been given or made when delivered in person, or three (3) days after deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or in the case of overnight courier services, one business day after delivery to the overnight courier service with payment provided for, or in the case of facsimile, upon written confirmation of receipt from the receiving party.

17.2 All notices shall be addressed as follows:

The University: East Stroudsburg University
Attn: Vice President of Finance and Administration
200 Prospect Street
East Stroudsburg, PA 18301-2999

Licensee: Pennsylvania State Employees Credit Union
Attn: Administrator, University Development
One Credit Union Place
Harrisburg, PA 17110-2990

Either party may from time to time change its address as set forth above by notifying the other party of its new address in writing.

18. ASSIGNMENT.

18.1 Licensee shall not assign this License other than as permitted in this Section without the prior written consent of Licensor; provided, however, that nothing in this License shall be construed to prevent Licensee, without Licensor's consent, from assigning any of Licensee rights under this License to any wholly owned subsidiary of Licensee, or the surviving entity of any merger or consolidation of Licensee or any wholly owned subsidiary. Licensor shall not assign this License without the prior written consent of Licensee under this License, such consent not to be unreasonably withheld.

19. COUNTERPARTS.

19.1 This License may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

20. DISPUTE RESOLUTION.

20.1 Any disputes arising out of this License agreement shall be subject to resolution by the Board of Claims of the Commonwealth of Pennsylvania.

21. ENTIRE LICENSE.

21.1 This License, together with all Exhibits attached hereto, contains the entire License between parties with respect to the subject matter hereof and supersedes all prior arrangements, Licenses or understandings with respect thereto. Section headings contained in this License are for the convenience of the parties, and are without meaning.

22. CHANGES.

22.1 The terms and provisions of this License may not be modified or amended except as agreed in writing by the parties.

23. GOVERNING LAW.

23.1 This License shall be governed by and construed in accordance with the statutory and decisional law of the Commonwealth of Pennsylvania.

24. CONFIDENTIALITY.

24.1 Licensors agrees, acknowledges, and recognizes that Licensee is a highly regulated financial institution under a strict duty of confidentiality with regard to its operations and its member records, specifically any "Confidential Member Information". Confidential Member Information shall specifically include all non-public member data, account or personal information, such as account numbers, access codes, account ownership and names of account owners, demographic information, and financial transactions conducted within those accounts. Licensors will not sell, transfer or share with any third parties any Confidential Member Information which it receives during the ordinary course of conducting business with Licensee or otherwise, unless it receives prior written consent from Licensee following notice given to Licensee by Licensors specifying exactly what information is to be shared and with whom it will be shared and the reason permission to disclose is being requested. Any Confidential Member Information received by Licensors, or any Licensee-approved recipients, may be used only as is necessary to complete the stated purpose of this Agreement. Notwithstanding anything in this Agreement to the contrary, the rights and responsibilities regarding Confidential Member Information as herein stated shall survive indefinitely the termination of this Agreement. Furthermore, Licensors agrees and promises to destroy any Confidential Member Information that it has received or obtained from Licensee, including any copies, immediately upon receiving written notice from Licensee to destroy such Information, including any medium upon which or within which that Information resides. Licensors agrees to destroy all Confidential Member Information that it has received or obtained from Licensee, and any copies made, not later than the date of termination of this Agreement, and Licensors also agrees to provide Licensee with written assurance of such destruction upon the written request of Licensee. Acceptable means of destruction include fine shredding of any paper copies so that no Information is readable, complete incineration of any software or compact discs or DVDs, and the complete deletion of all applicable electronic copies and backups.

24.2 Licensee agrees, acknowledges, and recognizes that Licensors has similar confidentially restrictions with respect to student, faculty and staff records, and agrees to be bound by the same restrictions regarding any confidential information provided to the Licensee by the Licensors.

25. NOTICE OF SECURITY BREACH.

25.1 Notwithstanding anything in this Agreement to the contrary, Licensors agrees to fully disclose any breach in its security resulting in or from unauthorized intrusions that may materially affect Licensee or its members. Licensors agrees to report the date, time, and manner of any such material breach, the effect of the breach on Licensee, and any specific corrective action Licensors will be taking in response to the intrusion directly to Licensee in a reasonably timely manner.

26. RIGHT TO AUDIT.

26.1 At no expense to Licensors, Licensors shall have the right to examine and copy all writings related to any aspect of this Agreement. Upon notice, Licensee agrees to make these materials

available to Licensor's designated representative during reasonable business hours. Licensor's right to audit shall extend for a period of one year after termination of this Agreement. Licensee shall include in all subcontracts a like provision under which Licensor shall have the above referenced rights.

27. TAXES.

27.1 If personal property taxes are assessed, Licensee shall pay any portion of such taxes directly attributable to the Service Center equipment and furnishings. Licensee shall not be responsible for the payment of any real property taxes, assessments and/or deferred taxes on the Property. University agrees to provide to Licensee a copy of any notice, assessment or billing relating to any personal property taxes for which Licensee is responsible under this Agreement within thirty (30) days of receipt of same by University. Licensee shall have no obligation to make payment of any personal property taxes until Licensee has received notice, assessment or billing relating to such payment in accordance herewith. Licensee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any personal property tax assessment or billing for which Licensee is wholly or partly responsible for payment under this Agreement. University shall reasonably cooperate with Licensee in filing, prosecuting and perfecting any appeal or challenge to personal property taxes as set forth herein, including, but not limited to, executing consent to appeal or other similar document, at no cost to University.

28. HAZARDOUS SUBSTANCES.

28.1 Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. University represents, warrants and agrees (1) that neither University nor, to University's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Property in violation of any law or regulation, and (2) that University will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. University and Licensee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph.

28.2 As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

[The remainder of this page deliberately left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed pursuant to due and legal action authorizing the same to be done the date first above written:

FOR THE CONTRACTOR:

FOR THE COMMONWEALTH:

Individual or Partner
(if Contractor is an individual
or partnership)


Richard A. Staneski
Vice President for Finance and Administration
East Stroudsburg University of Pennsylvania
of the Pennsylvania State System of Higher
Education

OR (if Contractor is a corporation)



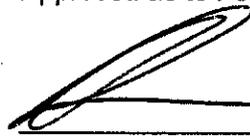
President or Vice President of
Corporation (circle one)

Approved as to Form and Legality:

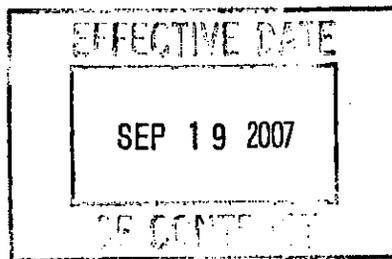
AND



Secretary or Treasurer
(circle title)



University Legal Counsel
Pennsylvania State System of Higher
Education





Deputy Attorney General
Commonwealth of Pennsylvania

E:\PLANNING\PROPERTY\ATM License University Center\License for PSECU Service Center\PSECU ServCtrLicense 30-ServCtr07.doc



June 26, 2007

WILLIAM PIERSON
CONTRACTING OFFICER AND
ASSISTANT DIRECTOR OF FACILITIES MANAGEMENT
EAST STROUDSBURG UNIVERSITY
200 EAST PROSPECT STREET
EAST STROUDSBURG, PA 18301-2999

RE: Paragraph 4.2 of RFPNo.BSU30-ATM 07-Lease of University Space for purpose of a service center.

Dear Mr. Pierson:

This letter confirms our request to exercise the option to continue to lease the 365 square feet of University space that PSECU currently occupies for the purpose of a Service Center. Please draft the required license agreement for this lease.

Should you have any questions please contact me at 717-777-2009.

Sincerely,

Earl Lloyd
Administrator,
PSECU University Development

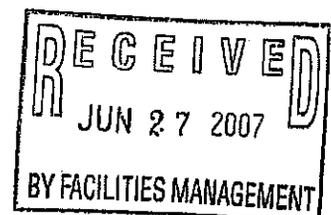
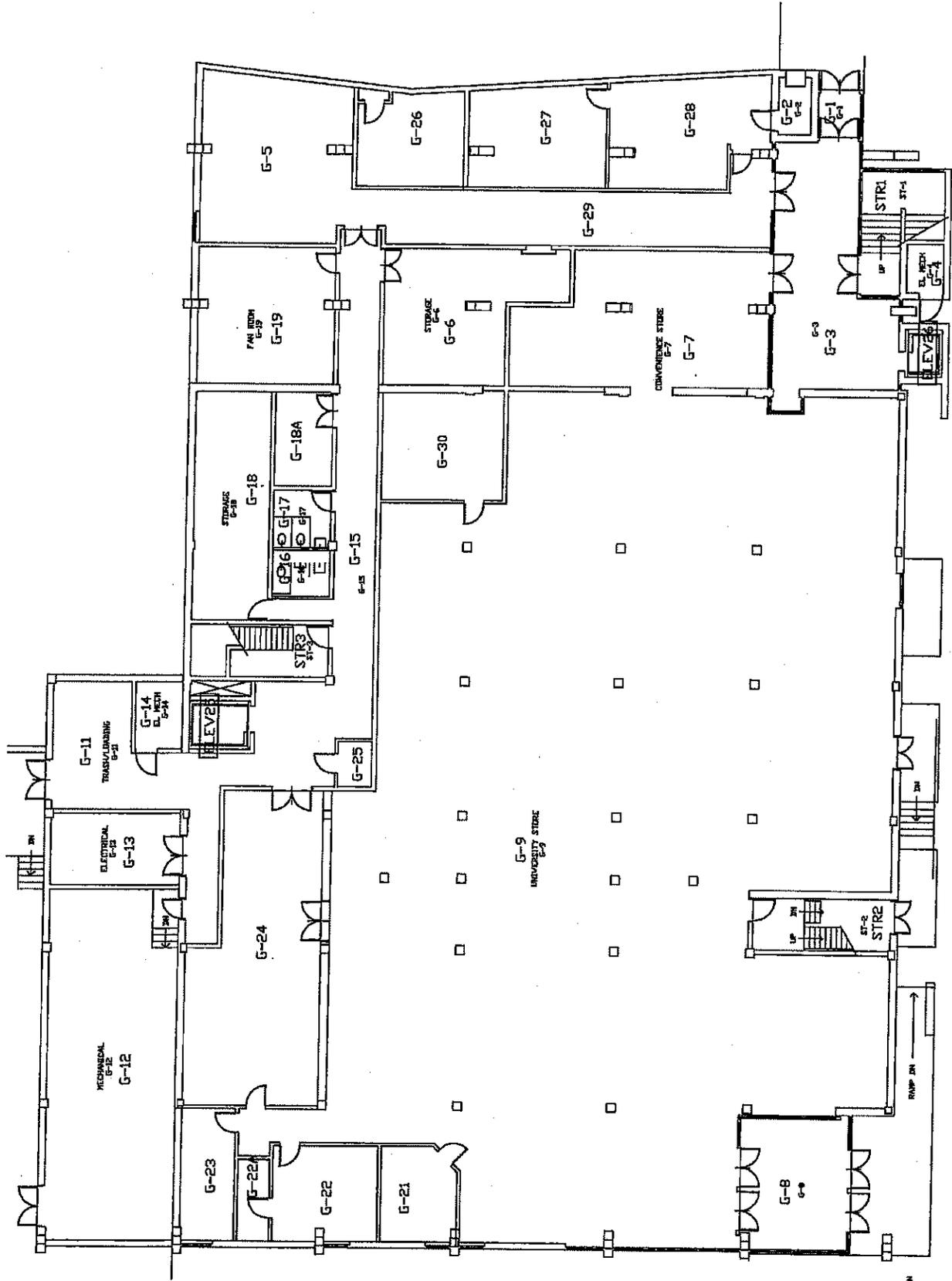


EXHIBIT A



UNIVERSITY CENTER GROUND FLOOR

INCENTIVE SCHEDULE

- Incentives are payable by the Credit Union for any of the following services established within one (1) year after the member has joined the Credit Union. No incentive will be paid for existing members adding services.
- Incentives are payable for membership or services requested as a result of Orientation events; special mailings by University (postage paid & materials provided by the Credit Union); or if requested at the Service Center.
- University incentive payments will be made no later than the 15th of the following month.
- Service Center Intern and Student Service Center Staff incentives are payable to the intern during his/her term of employment at the Service Center. Student Intern incentive payments will be made as a part of the normal Credit Union payroll process.

<u>PSECU Service</u>	<u>East Stroudsburg Incentive</u>	<u>InternIncentive</u>
New Account - Student	\$ 5.00	\$ 2.00
New Account – Staff or Faculty	\$20.00	\$10.00
Car Loan	\$10.00	\$ 5.00
VISA Loan	\$ 5.00	\$ 2.00
Check Card	\$ 5.00	\$ 2.00
Real Estate Equity Loan	\$20.00	\$10.00
Checking Account	\$ 5.00	\$ 2.00

EAST STROUDSBURG UNIVERSITY SERVICE CENTER OF PSECU

Location, Dates and Hours of Operation:

Service Center to be located in the University Center in an area of approximately 250 square feet, adjacent to the University e-card Center. The layout of the facility is to be similar to the sketch marked "Exhibit E" and identified as the "Service Center Floor Plan Currently Being Constructed at Harrisburg Area Community College". During University scheduled class weeks during fall and spring terms, the Service Center will be open approximately 30 hours/week (Monday to Friday 10 a.m. to 2 p.m. and Monday to Thursday 5 p.m. to 7:30 p.m.). Summer hours and any other change in Service Center hours of operation will be set by mutual agreement between the University and the Credit Union.

Purpose of Service Center:

Provide enhanced Credit Union financial services to University students, faculty and staff; promote Credit Union membership by one-on-one interactions at the Service Center and telephone contacts; demonstrate how to use automated delivery systems located in the Service Center; assist in the application process for Credit Union membership or services; and provide internship and/or other learning experiences for University students. Proposed Staffing is specified on Exhibit F.

Compensation by the Credit Union:

To Advisor, Service Center Interns, and Student Service Center Staff:

- Salary paid as detailed in Exhibit G, Salary Schedule.
- Per account or service incentive* to Service Center Interns, (taxes withheld, no pension or benefits provided by the Credit Union). *See Exhibit C, Incentive Schedule.

To the University:

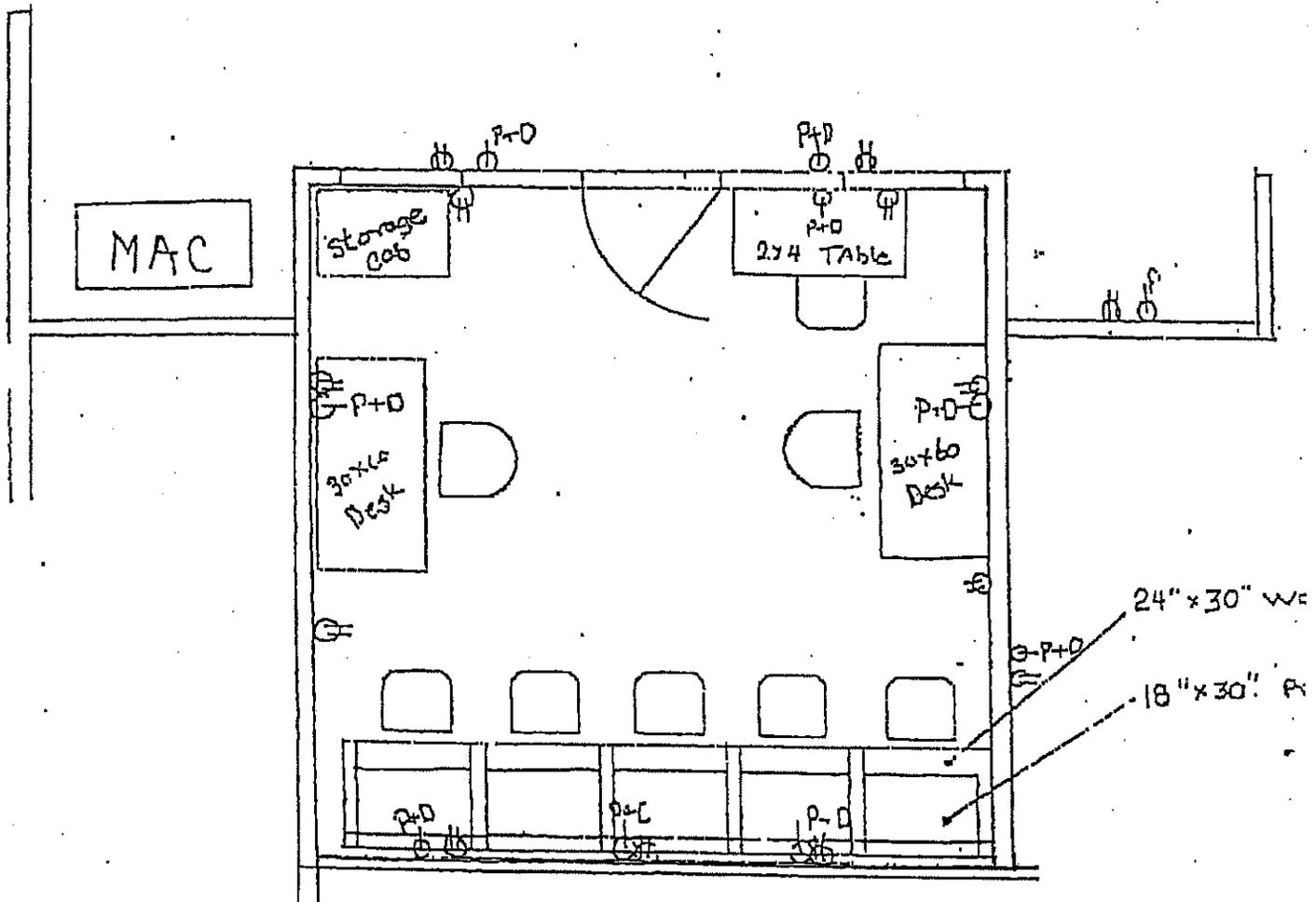
- The Credit Union will provide \$12,500 per year to the University for scholarships (in accordance with paragraph 3.4(b) of ATM License No. ESU 30-ATM07); recipients are to be selected by and funds awarded by the University. The Credit Union requires that scholarship recipients be members of the Credit Union (PSECU).
- Per account or service incentive - See Exhibit C, Incentive Schedule.

Expenses:

- Space - The Credit Union will pay rent (\$310/mo.) in accordance with a Service Center License Agreement.
- Utilities - all but electric, HVAC & janitorial services paid by the Credit Union; electric, HVAC and janitorial service expenses paid by the University.
- Insurance - The Credit Union will obtain insurance coverage typical of rented space, operational center and employee bonding.
- The Credit Union is to pay for equipment, supplies, brochures, applications and literature.
- The Credit Union to pay for construction of space and installation of furniture and equipment.
- Membership application expenses - \$1 entrance fee will be waived, \$5 share purchase will be made on behalf of the member applicant by the Credit Union. If the member withdraws from membership within the first year of membership, \$5 share will be retained by the Credit Union.

Service Center Floor Plan
Currently Being Constructed
At Harrisburg Area Community College

16' X 16'



STAFFING OVERVIEW

Recruiting & Hiring: Both University & Credit Union

- Credit Union will hire the Advisor.
- Service Center Interns and Student Service Center Staff will be hired by the Advisor with support as needed by the Lead Manager of Service Centers.
- The opportunity to earn academic credits will be mutually determined by University and Credit Union.

Training:

- The Credit Union will train as to Credit Union tasks.

Supervision:

- Advisor will report to the Lead Manager of Service Centers.
- Service Center Interns and Student Service Center Staff Interns will report to the Advisor with support as needed by the Lead Manager of Service Centers.

Evaluation:

- Advisor will be evaluated by the Lead Manager of Service Centers.
- Service Center Interns and Student Service Center Staff will be evaluated by the Advisor, with support as needed by the Lead Manager of Service Centers, regarding Service Center job performance
- University will make evaluations of course-related or academic credit tasks.

SALARY SCHEDULE

Advisor (1)

Salary \$20.00 per hour

Total hours per week — 20

University will assist in recruitment of the Advisor. See Exhibit H.

Service Center Intern (2)

Position will be for one academic year (two 15-week terms)

Salary \$9.00 per hour

Total hours per week - average of 14 to 16 depending on operational needs.

Eligible to earn performance incentives for accounts opened and selected services established.

Eligible to earn academic credits (at discretion of University).

Other conditions of employment are specified in the Position Description. See Exhibit I.

Student Service Center Staff (5)

Position will be for one academic year (two 15-week terms)

Salary \$8.00 per hour

Total hours per week - 12

Eligible to earn performance incentives for accounts opened and selected services established.

Eligible to earn academic credits (at discretion of University).

Other conditions of employment are specified in the Position Description. See Exhibit J.

EAST STROUDSBURG UNIVERSITY SERVICE CENTER OF PSECU

POSITION DESCRIPTION: Advisor
CLASSIFICATION: Manager
REPORTS TO: Lead Manager of Service centers

Mission: To promote Pennsylvania State Employees Credit Union (PSECU) membership in the Service center and through telephone contact. To teach East Stroudsburg students and staff about PSECU services; demonstrate how to use automated delivery systems located in the Service center; and assist in the application process for PSECU membership or services.

Primary Duties and Responsibilities:

- Provides leadership, direction and support to Service Center staff.
- Serves on the Advisory Board.
- Interfaces with PSECU management, the Advisory Board and all student staff operating the facility.
- Recruits and hires interns in advance of vacancies, when possible.
- Develops and distributes staffing schedules.
- Ensures e-Center is always adequately staffed.
- Opens and closes the Service center and appoints the responsible intern to do the same when not on site.
- Secures the Service center under dual control (sign off by two parties that the facility has been locked).
- Adheres to PSECU's internal controls established for the East Stroudsburg university Service center of PSECU operation.
- Documents misconduct and inappropriate behavior of students who staff the Service Center.
- Recommends discipline to Lead Manager of Service centers at PSECU.
- Assists Lead Manager of Service Centers at PSECU with discipline procedures.
- Monitors the ATM to ensure availability to members.
- Ensures applications, forms, etc., are forwarded to the main office in a timely manner as determined by PSECU.
- Ensures the orderly maintenance of the area assigned to the Service Center, including adequate care of furniture and equipment plus adequate supplies of brochures, forms and applications.
- Ensures equipment is used for credit union business only.
- Displays professionalism in dress attire - business casual.
- Performs other duties as assigned.

Secondary Duties and Responsibilities:

- Promotes credit union services and products.
- Trains membership on automated services.
- Directs membership to home banking or phone bank for financial transactions and inquiries, address and PIN changes.
- Directs membership to Cyber CU for loan applications.
- Reviews applications for home banking and SST/home banking intra-account transfers.
- Reviews share/certificate and loan applications for completeness; forwards to appropriate department for processing.
- Documents the receipt of service applications forwarded to PSECU.
- Assists membership with state and non-state payroll forms and direct deposit forms; forwards to appropriate department for processing.
- Refers all unresolved member questions or problems to Lead Manager of the Service centers at PSECU.

Prerequisite for Job:

- Must be a current or retired professor, administrator or staff member at ESU.
- Must be Internet literate.

EAST STROUDSBURG UNIVERSITY SERVICE CENTER OF PSECU

POSITION DESCRIPTION: Service Center Intern
 CLASSIFICATION: Intern
 REPORTS TO: Advisor

Mission: To promote Pennsylvania State Employees Credit Union (PSECU) membership in the Service center and through telephone contact. To teach East Stroudsburg students and staff about PSECU services; demonstrate how to use automated delivery systems located in the e-Center; and assist in the application process for PSECU membership or services.

Primary Duties and Responsibilities:

- Serves on the Advisory Board.
- Acts in the absence of the advisor.
- Assists the advisor with the daily operation.
- Provides direction and support to Service center staff.
- Ensures the Service Center is always adequately staffed.
- Opens and closes the Service center.
- Secures the Service Center under dual control.
- Adheres to PSECU's internal controls established for the East Stroudsburg University Service Center of PSECU operation.
- Monitors the ATM to ensure availability to members.
- Ensures all applications, forms, etc., are forwarded to the main office in a timely manner as determined by PSECU.
- Informs advisor of misconduct or inappropriate behavior of student interns who staff the Service Center.
- Ensures the orderly maintenance of the area assigned to the Service Center, including adequate care of furniture and equipment plus adequate supplies of brochures, forms and applications.
- Ensures equipment is used for Credit Union business only.
- Displays professionalism in dress attire - business casual.

Secondary Duties and Responsibilities:

- Promotes credit union services and products.
- Trains membership on automated services.
- Directs membership to home banking or phone bank for financial transactions and inquiries, address and PIN changes.
- Directs membership to Cyber CU for loan applications.
- Reviews applications for home banking and SST/home banking intra-account transfers.
- Reviews share/certificate and loan applications for completeness; forwards to appropriate department for processing.
- Assists membership with state and non-state payroll forms and direct deposit forms; forwards to appropriate department for processing.
- Documents the receipt of service applications forwarded to PSECU.
- Refers all unresolved member questions or problems to the Lead Manager of the Service Centers at PSECU.

Prerequisites for Job:

- Must be enrolled at ESU.
- Previous customer service experience in a banking or retail environment preferred.
- Must be able to handle stressful or difficult situations in a calm manner.
- Must have good listening and oral communication skills.
- Must be computer literate.
- Must be Internet literate.

EAST STROUDSBURG UNIVERSITY SERVICE CENTER OF PSECU

POSITION DESCRIPTION: Student Service Center Staff
CLASSIFICATION: Intern
REPORTS TO: Advisor

Mission: To promote Pennsylvania State Employees Credit Union (PSECU) membership in the Service Center and through telephone contact. To teach East Stroudsburg students and staff about PSECU services; demonstrate how to use automated delivery systems located in the Service Center; and assist in the application process for PSECU membership or services.

Duties and Responsibilities:

- Promotes Credit Union services and products.
- Trains membership on automated services.
- Telemarkets Credit Union membership and services to East Stroudsburg enrollees.
- Directs membership to home banking or phone bank for financial transactions and inquiries, address and PIN changes.
- Directs membership to Cyber CU for loan applications.
- Reviews applications for home banking and SST/home banking intra-account transfers.
- Reviews share/certificate and loan applications for completeness; forwards to appropriate department for processing.
- Documents the receipt of service applications forwarded to PSECU.
- Assists membership with state and non-state payroll forms and direct deposit forms; forwards to appropriate department for processing.
- Assists membership in completing all electronic applications.
- Receives, reviews and logs all applications taken at the Service Center.
- Displays professionalism in dress attire - business casual.

Prerequisites for Job:

- Must be enrolled at ESU.
- Previous customer service experience in a banking or retail environment preferred.
- Must be able to handle stressful or difficult situations in a calm manner.
- Must have good listening and oral communication skills.
- Must be computer literate.
- Must be Internet literate.