

LEASE

Henrietta, TX – 210 N Bridge St. (BE #120329)

KEY PROVISIONS SUMMARY

Lease Date:	The date this Lease is executed by the last to sign of Landlord and Tenant as shown on the signature page(s) attached hereto.		
Landlord:	Clay County, Texas		
Tenant:	Wells Fargo Bank, N.A., a national banking association		
Real Property:	That certain real property containing approximately 0.606 acres of land located at 210 N Bridge St., Henrietta, Texas ([all/portion] of property ID: 9991) and as more particularly described by a legal description from a deed/title policy attached hereto as <u>Exhibit A</u> and which Property is also shown on the site plan or survey attached as <u>Exhibit B</u>		
ATM Premises:	The ATM site as more particularly described by a description attached as Exhibit C-1 and as also depicted on the map attached as <u>Exhibit C-2</u> .		
Notice Addresses (Section 20):	Landlord:	Tenant:	
	Clay County, Texas Attn: Mike Campbell, Clay County Judge Courthouse Annex. 214 N. Main F: _____ E: _____	Wells Fargo CPG Attn: Property Admin (BE #120329) MAC D1116-L10 1525 West W.T. Harris Blvd. Charlotte, NC 28262 F: 704.590.0436 E: PropertyAdmin@WellsFargo.com	
Commencement Date:	The Commencement Date shall be the Delivery Date (Section 3.3)		
Rent Commencement Date:	The Rent Commencement Date shall be the later of (i) the Delivery Date or (ii) the date that the ATM facility becomes fully operation and available for use by Tenant's customers after the Delivery Date (Section 4.1)		
Delivery Date:	Landlord and Tenant entered into an Agreement of Sale dated _____ (the " <u>PSA</u> "), a copy of which PSA is attached hereto and made a part hereof as Exhibit F whereby Tenant agreed to sell and Landlord agreed to buy the building and land located at the ATM Premises. Delivery Date means the date of " <u>Closing</u> " as defined in the PSA.		
Expiration Date:	Midnight at the end of the last day of the last full calendar month five (5) years after the Rent Commencement Date (Sections 3.1 & 4.1)		
Renewal Terms:	Four (4) terms of five (5) years each (Section 3.2)		
Monthly Rent (Section 4):	Year(s)	Annual Rent	Monthly Rent
	Initial Term	\$9,600.00	\$800.00
	First Renewal Term (if exercised)	\$10,560.00	\$880.00
	Second Renewal Term (if exercised)	\$11,616.00	\$968.00
	Third Renewal Term (if exercised)	\$12,777.60	\$1,064.80
Fourth Renewal Term (if exercised)	\$14,055.36	\$1,171.28	
Landlord's Rent Payment Address:	Clay County, Texas Attn: Mike Campbell, Clay County Judge Courthouse Annex. 214 N. Main Contact Phone: _____ Contact Email: _____		
Broker:	Lem Miller of Sandia Commercial Real Estate, LLC, representing Landlord (Section 26)		
Exhibits:	Exhibit A – Real Property Legal Description Exhibit B – Real Property Survey Exhibit C-1 – ATM Facility & Description Exhibit C-2 – ATM Facility & Map Exhibit D – Commencement Date Agreement Exhibit E – Landlord's W-9 Exhibit F – Agreement of Sale		

LEASE

THIS LEASE ("Lease") is entered into as of the Lease Date by Landlord and Tenant. The parties agree as follows:

1. **Key Provisions Summary; Enumeration of Exhibits; Consent.**

References in the body of this Lease to a portion of the Key Provisions Summary (e.g., the defined terms in the left-hand column of the Key Provisions Summary) are deemed and construed to incorporate all the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this Lease (e.g., Section references in the right-hand column of the Key Provisions Summary) are deemed and construed to incorporate all the terms provided under each such referenced portion of the body of the Lease. Notwithstanding the foregoing, if there is any inconsistency between the Key Provisions Summary and another portion of this Lease, the terms of the Key Provisions Summary control, unless it states in this Lease that a particular provision controls over the Key Provisions Summary. The Exhibits enumerated in the Key Provisions Summary and attached to this Lease are incorporated in this Lease by reference and are to be construed as a part of this Lease. Each party shall perform all obligations on its part as set forth in any Exhibit. **Except where expressly provided otherwise in this Lease, any consent or approval required under this Lease will not be unreasonably withheld, delayed, or conditioned.** Whenever this Lease grants either party the right to take action, exercise discretion, establish rules and regulations, or make an allocation or other determination, such party shall act reasonably and in good faith and take no action which might result in the frustration of the other party's reasonable expectations concerning the benefits to be enjoyed under this Lease. If a party withholds its consent or approval, such party shall, upon request, promptly deliver to the other a written statement specifying in detail the reason or reasons why such consent or approval was withheld or refused.

2. **ATM Premises, Access, Etc.**

2.1. **Real Property & ATM Premises.** Landlord is the owner of the Real Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the ATM Premises.

2.2. **Access.** Tenant, its agents, employees, contractors, and invitees are hereby granted access to the ATM Premises on a 24-hour per day 7-day per week basis for the purpose of installing, using, inspecting, maintaining, servicing, repairing, replacing, protecting, and removing one or more automated teller machines (collectively, "**ATM**"). At all times, Landlord shall provide uninterrupted access to the ATM Premises, including vehicular access to the drive-through lanes from the adjacent public streets. In the event of any construction, remodeling, or other activity by Landlord at the Real Property, Landlord shall undertake such activities so as to permit access to the ATM Premises to the fullest extent possible and so as to prevent the closure of any ATM, except in instances where the access interruption is caused by Tenant or Tenant's customers or invitees. Tenant may abate in full Monthly Rent on a pro-rata basis for every day that access to the ATM Premises or the parking lot is materially impeded. Landlord shall not construct any improvements within a 100 foot radius around the ATM facility that might materially impede access to or materially obscure visibility of the ATM facility.

2.3. **Real Property Service Areas.** "**Real Property Service Areas**" (or sometimes "**Real Property Service Area**") means all areas, improvements, space, and special services at the Real Property (not including the ATM Premises) that are now or hereafter made available for the use, convenience and benefit of all employees, contractors, licensees and invitees of the Real Property, including parking areas, driveways, exterior lighting, sidewalks, landscaped and planted areas, utilities, service areas (including loading and unloading areas), signage, and trash disposal areas (but not including the ATM Premises). Landlord acknowledges that Tenant and Tenant's invitees may enter the parking lot located adjacent to N. Bridge St., and use the parking spaces located on the western portion of that parking lot to have pedestrian access to the Premises to use the ATM facility and for maintenance.

2.4. **Delivery Condition.** Landlord shall deliver the ATM Premises to Tenant in its current as-is condition.

2.5. **Landlord's Representations.** Landlord represents to Tenant that as of the Lease Date and the Commencement Date: (i) Landlord has indefeasible fee simple title to the ATM Premises and (ii) to the best of Landlord's knowledge, the ATM Premises are free and clear of all liens, restrictions, leases, encumbrances, laws, ordinances, governmental rules, regulations, title restrictions, zoning, or other matters (whether recorded or unrecorded) that would materially or adversely restrict or prevent Tenant from operating at the ATM Premises for the permitted use set forth in Section 7 below or constructing improvements at the ATM Premises for such permitted use.

2.6. **Covenants, Conditions, and Restrictions.** Landlord shall not, without the prior written consent of Tenant, enter (or consent to any modification of or amendment to) into recorded or unrecorded covenants, conditions, restrictions, leases, or easements (collectively, "**CCR Docs**"). Landlord shall not, without the prior written consent of Tenant, consent to any modification of or amendment to the CCR Docs that materially adversely affects Tenant's use or occupancy of the ATM Premises. Tenant's obligations under this Lease. If any consents or approvals are necessary or required under the CCR Docs for any work related to the ATM Premises, or for Tenant's use of the ATM Premises for the permitted use set forth in Section 7 below (collectively, "**CCR Docs Approvals**"), Landlord shall obtain the CCR Docs Approvals within thirty (30) days after the Tenant requests Landlord to obtain such approvals (the "**CCR Docs Approval Period**") and Landlord shall indemnify, defend, and hold harmless Tenant from the failure to do so. If Landlord is unable to obtain all CCR Docs Approvals prior to expiration of the CCR Docs Approval Period, Landlord shall so notify Tenant prior to the expiration of the CCR Docs Approval Period in which event Tenant may terminate this Lease by sending written notice of termination to Landlord within ten (10) business days after Tenant's receipt of Landlord's notice. If this Lease is so terminated, the parties have no further rights or liabilities hereunder (except for any that expressly survive termination of this Lease); provided, however, that if Landlord obtains the CCR Docs Approvals (and so notifies Tenant) within the foregoing ten (10) business day notice period, Tenant's notice of termination is void. Landlord's failure to notify Tenant prior to expiration of the CCR Docs Approval Period of Landlord's inability to obtain the CCR Docs Approvals constitutes Landlord's representation that the CCR Docs Approvals have been obtained.

3. **Term.**

3.1. **Initial Term.** The initial term of this Lease begins on the Commencement Date and expires on the Expiration Date ("**Term**").

3.2. **Options to Extend.** Tenant may renew the Term for the number of Renewal Terms set forth in the Key Provisions Summary by sending written notice of renewal to Landlord not later than 90 days prior to expiration of the then current Term, in which event the Expiration Date will be midnight at the end of the last day of the then current Renewal Term. If the Term is extended, "**Term**" includes each Renewal Term. Each Renewal Term is subject to the terms of this Lease.

3.3. **Delivery of Possession.** Delivery Date means the date of "**Closing**" as defined in the PSA.

3.4. **Option to Terminate.** At any time after the first annual anniversary of the Rent Commencement Date, Tenant may terminate this Lease upon 90 days' prior written notice to Landlord.

3.5. **Termination for Cause.** Tenant may terminate this Lease upon 30 days' prior written notice to Landlord if the entire Real Property is vacated, abandoned, or closed.

3.6. **Holding Over.** Subject to Section 25 below, any holding over with Landlord's consent after the expiration of the Term will be on a month-to-month basis terminable by either party upon

30 days' prior written notice. If Tenant holds over, Monthly Rent will be 130% of the Monthly Rent in effect immediately prior to the expiration of the Term.

4. **Rent.**

4.1. **Rent Commencement Date.** The Rent Commencement Date will be delayed on a day-for-day basis for each day that Tenant or Tenant's customers cannot reasonably use or service the ATM facility due to Tenant's inability to obtain utility services for the operation of the ATM facility. After the Rent Commencement Date has been determined, the parties shall execute a "Commencement Date Agreement" in a form substantially similar to Exhibit D within five business days after receipt of written request therefor from the other party. Tenant shall send all rent payments to Landlord's Rent Payment Address. Landlord may modify Landlord's Rent Payment Address upon not less than sixty (60) days' prior written notice thereof to Tenant (accompanied by a current and complete IRS W-9 if not already provided). Landlord acknowledges that Tenant must receive a current and complete IRS W-9 from Landlord to process the payment of rent. Tenant is not subject to any late charges/interest or in default for non-payment of rent prior to receipt of a current and complete IRS W-9 from Landlord. Landlord's current and complete W-9 is set forth in Exhibit E.

4.2. **Conditions of Payment.** Except as otherwise provided herein, Tenant shall pay all rent without demand, deduction, set-off, or counter-claim in advance on the first day of each calendar month during the Term. Tenant's Monthly Rent includes all maintenance charges for the Real Property Service Areas and Tenant is not obligated to pay Landlord any other charges for such maintenance in connection with this Lease.

4.3. **Definition. "Lease Year"** means each period of twelve (12) full consecutive calendar months beginning with the first full calendar month of the Lease Term and each subsequent period of twelve (12) consecutive calendar months during the Lease Term. If the Lease Term commences on a day other than the first day of a calendar month, then the initial fractional month of the Lease Term plus the next succeeding twelve (12) full calendar months constitutes the first Lease Year of the Term. Rent and other matters that are computed with reference to a Lease Year will be ratably adjusted, on a per diem basis, for any period prior to the first full calendar month of the first Lease Year and within the Lease Term.

5. **Design and Installation of ATM Facility.**

5.1. **Plans.** Tenant's ATM facility and map are depicted in Exhibit C, which are hereby approved by Landlord. Upon Tenant's request, Landlord shall provide Tenant with as-built plans for the Real Property and with such other information regarding the Real Property or the ATM Premises that may be necessary or useful for the installation, construction, or operation of the ATM facility.

5.2. **Permits.** Tenant shall obtain, at Tenant's sole expense, all building, signage, construction, utility, and operating permits, approvals, and consents required to install the ATM facility at the ATM Premises. Landlord shall cooperate with Tenant in obtaining such permits, etc., and Tenant shall reimburse Landlord for any actual out-of-pocket costs incurred by Landlord in connection with such cooperation. If Tenant is unable to obtain the permits, etc., necessary to install the ATM facility and utility services at the ATM Premises, all without payment of unusual fees or costs or the satisfaction of unusual conditions, then Tenant may, at its option without penalty, terminate this Lease upon prior written notice thereof to Landlord. Notwithstanding anything else set forth in this Lease to the contrary, Tenant is not obligated to pay any rent or other costs pursuant to this Lease if Tenant is unable to obtain all applicable permits, etc., despite commercially reasonable due diligent efforts.

5.3. **Installation.** If not already installed, Tenant may proceed to install at Tenant's sole cost and expense the ATM facility in accordance with Exhibit C together with such additional equipment or features as Tenant deems appropriate, including one or more of the following (a) a telephone or other

support system for such equipment, (b) trash receptacles, (c) a branch computer terminal, with all supporting telecommunications equipment, (d) a customer service phone, (e) a merchant depository, (f) utility lines and conduits, and (g) such other equipment and accessories as are or become normally provided by Tenant in connection with the operation of an ATM facility. All or any portion of the ATM facility may be bolted to the floor or ground level surface of the ATM Premises or otherwise securely attached to the ATM Premises. Landlord shall cooperate in good faith to facilitate Tenant's installation activities. In addition, Landlord shall provide Tenant with access to perform the necessary site preparation (including the removal or rearrangement of equipment, and the installation of the conduit to provide electrical power and telephone lines to the ATM facility). Notwithstanding anything in this Lease to the contrary, Tenant may change the ATM facility by removing, replacing, or adding, from time to time, some or all of the equipment and features offered. Notwithstanding the foregoing to the contrary, the parties agree that the ATM Facility is installed at the ATM Premises at the Delivery Date.

5.4. Tenant's Property. The ATM and all of Tenant's trade fixtures and personal property remain the property of Tenant at all times.

5.5. Lighting & Security. Tenant may, at Tenant's sole cost, install (a) all lighting fixtures necessary to comply with all laws, regulations, and other government requirements pertaining to the lighting of ATMs (the "**ATM Lighting Law**") and to comply with Tenant's ATM lighting policy, as same may change from time to time, and (b) other fixtures and alterations to the ATM Premises required to comply with any laws governing the operation of ATMs. Landlord shall cooperate reasonably with Tenant in Tenant's efforts to comply with the ATM Lighting Law and all other laws and regulations governing the operation of ATMs. Landlord shall provide lighting in the Real Property Service Areas consistent with lighting provided at comparable developments in the vicinity of the Real Property. Tenant may, at its own expense, install its own security system at the ATM Premises. Tenant is solely responsible, at Tenant's sole expense, for the monitoring, operation and removal of such security system. Any security system installed by Tenant will be for the sole benefit of Tenant and Landlord has no right to rely on any such security system. Landlord shall establish and follow reasonable security standards for the Real Property Service Areas and the balance of the Real Property.

6. Trademarks & Signage.

6.1. Trademarks & Usage. Tenant may operate its ATMs under any trade name, logo, trademark, or service mark permitted by law (collectively, "**Trade Marks**"). Each party's Trade Marks remain the sole property of such party. Landlord and Tenant shall not use a Trade Mark of the other party in advertising or otherwise without the prior written consent of the party owning the Trade Mark; provided, however, that Tenant is permitted to include the location/address of the ATM facility in Tenant's directories of ATM facility locations published by Tenant from time to time.

6.2. Signage. Subject to Landlord's approval and applicable law, Tenant may place its standard ATM signage on any ATM at the ATM Premises. Landlord hereby approves Tenant's ATM signage as depicted in Exhibit C. At its discretion, Tenant may enclose an ATM within a kiosk structure and may place its signage on the kiosk structure. Tenant's signage (a) will be fabricated, installed, and maintained by Tenant at Tenant's sole expense, (b) will be consistent with the then-current signage standards at the ATM Premises, and (c) will at all times remain the property of Tenant. Subject to applicable law and Landlord's prior written approval, Tenant may change its signage at any time; provided, however, that Landlord's consent is not required to change signage based upon a change in Tenant's standard corporate signage, name, or logo as long as such changes comply with applicable law and Tenant's signage is not increased in size. At any time, without Landlord's consent, Tenant may replace its standard ATM signage with generic, unbranded signage, so long as such new replacement signage is no larger than and is installed in the same locations as Tenant's branded signage.

6.3. Directional Signage. Tenant may place signs identifying Tenant's operations in the ATM Premises and in the vicinity of the ATM Premises. Such signs will be of such dimensions and at such locations as are permitted by applicable law. Landlord, at its sole expense, shall fabricate and place sign towers (podiums) directing traffic to the ATM facility and shall include reference to the ATM facility on directional signage that it places on the Real Property.

7. Use.

Tenant may use the ATM Premises for the operation of one or more ATMs and related and/or similar equipment. So long as this Lease remains in effect, Landlord shall not, without the prior written consent of Tenant (which consent may be granted or withheld in Tenant's sole discretion without considering the interests of Landlord or any third-party) install or operate, or permit the installation or operation of, any ATM or similar mechanism for effecting financial transactions within any part of the Real Property (including within any building or other structure located at the Real Property).

8. Maintenance.

8.1. Tenant's Obligations. Subject to Section 13 below, Tenant shall, at Tenant's sole expense, maintain and repair the ATM facility and the ATM Premises in a clean and good condition, reasonable wear and tear and casualty excepted. Tenant may service the ATM Premises and the ATM facility at any time. Landlord shall provide Tenant with all necessary vehicular and pedestrian access and all authorizations, keys and other assistance necessary to permit Tenant to service the ATM facility and utilities without prior notice to Landlord. Tenant may engage an independent contractor to perform Tenant's maintenance obligations hereunder.

8.2. Landlord's Obligations. Subject to Section 13 below, Landlord shall maintain the Real Property (not including the ATM Premises, but including the parking areas and landscaping areas) in first-class condition and repair.

9. Services and Utilities.

9.1. Utility Services at the ATM Premises. Tenant, at its sole expense, and if not already installed, shall: (a) stub electric and telephone lines to the ATM Premises, (b) install at the ATM Premises a separate electrical meter for such electricity as may be needed to operate the ATM facility, and (c) install a telephone backboard for such telephone service as may be needed to operate the ATM facility. Tenant shall pay for all electricity, telephone, and data lines and other utility services dedicated to Tenant's operation of the ATM facility. Notwithstanding anything set forth in this Lease to the contrary, if Tenant is unable to obtain electrical power and/or telephone/data lines required to operate the ATM facility prior to the Rent Commencement Date due to circumstances beyond Tenant's reasonable control, the Rent Commencement Date, the Expiration Date, and the Term will be extended by the number of days of delay in obtaining such services.

9.2. Interruption of Service. Landlord shall not permit any person or entity to tamper with Tenant's telephone, data lines, or other telecommunications wiring, panels, or equipment. Any deliberate interruption of power to the ATM facility caused by Landlord, its agents, employees, or contractors, shall not last more than twenty-four (24) consecutive hours and shall be subject to Tenant's express prior written consent, which consent may be withheld in Tenant's sole discretion without considering the interests of Landlord or any third-party. Tenant may post notices at the ATM Premises at least twenty-four (24) hours in advance of any interruption of service. In addition to the liquidated damages set forth below, Tenant's Monthly Rent payable hereunder will be abated on a per diem basis (based on a thirty (30) day month) for any day during which the power and/or service from telephone or data lines is shut off to the ATM facility (unless Tenant causes the power or service to be shut off to the ATM facility, as applicable). Landlord shall reimburse Tenant for any costs and expenses Tenant incurs in making the ATM facility fully operational as

a result of any interruption of services, data transmission, or utilities to the ATM facility caused by or within the reasonable control of Landlord or its agents and contractors. **TENANT'S ACTUAL DAMAGES AS A RESULT OF SUCH INTERRUPTION OF SERVICES, DATA TRANSMISSION, OR UTILITIES TO THE ATM FACILITY WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THE SUM OF FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) PER DAY THAT SUCH SERVICE, DATA TRANSMISSION, OR UTILITY IS INTERRUPTED TO THE ATM FACILITY IS THE BEST ESTIMATE OF THE AMOUNT OF DAMAGES TENANT WOULD SUFFER AS A RESULT OF SUCH INTERRUPTION; PROVIDED, HOWEVER, THAT THIS PROVISION WILL NOT LIMIT LANDLORD'S INDEMNITY OBLIGATIONS AND TENANT'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT.**

10. Insurance.

10.1. Property Insurance. During the Lease Term, (i) Landlord shall maintain, or cause to be maintained, Commercial Property insurance ("**CP Insurance**") that insures the Real Property and Landlord's personal property at the Real Property on a full replacement cost basis (exclusive of Tenant's betterments at the ATM Premises) and (ii) Tenant shall maintain CP Insurance that insures Tenant's personal property and betterments in and about the ATM Premises on a full replacement cost basis. Each CP Insurance policy shall, at a minimum, insure against the perils included in the ISO special causes of loss form CP 10 30 and any amendments or "all-risk" coverage, including loss or damage due to fire and the risks normally included in extended coverage (e.g., flood, windstorm, and earthquake).

10.2. Waiver of Subrogation. Except to the extent caused by the gross negligence or willful or wanton misconduct of the other party, Tenant and Landlord hereby waive any and all rights of recovery, claims, actions, or causes of action against each other, by way of subrogation or otherwise, including their respective employees, officers, directors, subsidiaries, affiliates, agents, representatives, and assigns, for any loss or damage that may occur to the Real Property, Landlord's personal property, Tenant's betterments in and about the ATM Premises, and Tenant's personal property by reason of fire or other casualty, regardless of cause or origin. Landlord and Tenant shall obtain a waiver of subrogation from their respective insurers and shall endorse their respective CP Insurance policies to reflect such waiver of subrogation. The above waiver of subrogation applies whether or not there are any deductibles or self-insurance and in the absence of any CP Insurance.

10.3. Liability Insurance. During the Term, Tenant shall maintain commercial General Liability insurance ("**CGL Insurance**") with limits of liability not less than \$1,000,000 per occurrence with a general aggregate of not less than \$2,000,000 covering liability arising from Tenant's operations at the ATM Premises, as applicable, independent contractors, product-completed operations, personal injury, and advertising injury, and contractual liability that includes this Lease as an insured contract. During the Term, Landlord shall maintain CGL Insurance with limits of liability not less than \$300,000 per occurrence and \$100,000 per each person.

10.4. Ratings, Certificates. With respect to CGL Insurance, Tenant shall name Landlord as an additional insured and Landlord shall name Tenant as an additional insured. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) must not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be in addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy. All insurance policies required by this Section 10 (i) must be issued by insurance companies having an "A" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A" by A.M. Best Company, and (ii) may be satisfied by a primary policy or combination of primary, excess, or umbrella policies. The insurance provisions set forth in this Section 10 set forth the minimum amounts and scopes of

coverage to be maintained by Landlord and Tenant and are not to be construed in any way as a limitation on each party's liability under this Lease. Tenant may satisfy any or all of the above insurance requirements by use of self-insurance, deductible, and/or a captive insurance company (and the rating requirements set forth above are not applicable to Tenant's self-insurance or to policies issued by a captive insurance company). The responsibility to fund any financial obligation for self-insurance, the election not to insure, and the amount of any deductible are assumed by, for the account of, and at the sole risk of each party. Each party shall furnish Certificates of Insurance to the other party evidencing all of the above-described insurance policies prior to or upon execution of this Lease and annually thereafter, but not later than ten (10) business days after the expiration of each policy. Each party shall notify the other party within 30 days after receiving any Notice of Cancellation, material modification, reduction in coverage, or non-renewal from its insurer that results in non-compliance with the insurance requirements set forth in this Section 10.

11. Indemnification.

Subject to the waiver of subrogation provision in Section 10 above, Tenant shall indemnify, hold harmless, pay, and reimburse Landlord from and for any and all losses, damages, liability, or expenses (including reasonable attorneys' fees, court costs, and expert witness fees) actually incurred by Landlord, arising from loss of life, personal injury and/or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or intentional misconduct of Tenant, its agents, employees, or contractors, in connection with Tenant's use or occupancy of the ATM Premises, and ATM customers or invitees but solely in connection with their use of the ATM Premises. Subject to the waiver of subrogation provision in Section 10 above, Landlord shall indemnify, hold harmless, pay, and reimburse Tenant from and for any and all losses, damages, liability, or expenses (including reasonable attorneys' fees, court costs, and expert witness fees) actually incurred by Tenant, arising from loss of life, personal injury and/or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or intentional misconduct of Landlord, its agents, employees, or contractors, in connection with the Real Property. Notwithstanding the foregoing, in the event of the concurrent negligence or intentional misconduct of Tenant, its agents, employees, contractors, or ATM customers or invitees solely in connection with their use or operations of the ATM Premises, on the one hand and that of Landlord, its agents, employees, or contractors on the other hand, a party's (the "Indemnifying Party") obligation to indemnify the other as set forth in this Section 11 is limited to the extent of the Indemnifying Party's negligence and/or intentional misconduct, and that of its agents, employees, or contractors, including the Indemnifying Party's proportionate share of reasonable costs, attorneys' fees, court costs, expert witness fees, and other expenses incurred in connection with any claim, action, or proceeding brought with respect to such injury or damage. This section controls over any conflict with the Key Provisions Summary.

12. Taxes.

Tenant is liable for all taxes assessed by any taxing authority (including sales taxes) which are attributable to Tenant's operation of the ATM facility and shall pay all personal property taxes assessed on Tenant's fixtures, equipment, and machinery. Landlord is liable for all taxes and/or assessments assessed by any taxing authority (including sales taxes) which are related to Landlord's occupancy or use or ownership of the Real Property, including: (a) personal property, fixtures, or equipment taxes assessed against Landlord's property; (b) franchise taxes assessed against Landlord; (c) taxes on Landlord's gross rents or profits; (d) inheritance, state, gift, income, transfer, or excess profit taxes assessed against Landlord; (e) sales taxes payable by Landlord; and (f) real property taxes and assessments, including any fees, interest and penalties arising from any such tax or assessment, assessed against all or any portion of the Real Property and the improvements located thereon, including any such taxes and assessments attributable to the ATM Premises or any portion thereof.

13. Damage by Fire or Other Casualty.

13.1. Damage to Real Property. If the Real Property (or any portion thereof other than the ATM Premises) is damaged or destroyed by fire or other casualty, Landlord shall, at Landlord's cost and expense, promptly repair the same to the extent Landlord's insurance proceeds are made available to Landlord therefor and provided that (a) such repairs, in Landlord's reasonable good faith opinion, can be made within 120 days from the date of such damage or destruction (without payment of overtime or other premiums) and (b) the cost of such repairs, in Landlord's reasonable good faith opinion, will not exceed 50% of the then replacement cost of the Real Property. If Landlord is not required to repair such damage or destruction, then Landlord shall, within 30 days from the date of such damage or destruction, either (i) notify Tenant in writing of Landlord's election to repair such damage or destruction, in which event Landlord shall promptly repair the same, or (ii) notify Tenant in writing of Landlord's election to immediately terminate this Lease, in which event this Lease is terminated effective as of the date of such damage or destruction. As provided in Section 2.2 above, Tenant may abate Monthly Rent if access to the ATM facility is materially impeded by Landlord's repairs or by such damage or destruction. Notwithstanding anything set forth to the contrary in this Section 13.1, Tenant may terminate this Lease effective as of the date of any such damage or destruction if Tenant reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the ATM facility by notifying Landlord in writing of Tenant's election to terminate not later than 30 days after the date of such damage or destruction. In addition, and notwithstanding anything set forth to the contrary in this Section 13.1, if Landlord fails to complete the repairs described in this Section 13.1 within 120 days from the date of such damage or destruction, Tenant may terminate this Lease by sending 30 days' prior written notice of termination to Landlord not later than 30 days after such failure (provided, however, that if Landlord completes such repairs within the foregoing 30-day notice period, then Tenant's termination notice is void).

13.2. Damage to ATM Premises. If the ATM Premises (or any portion thereof) are damaged or destroyed by fire or other casualty, Tenant shall, at Tenant's cost and expense, promptly repair the same to the extent Tenant's insurance proceeds are made available to Tenant. Notwithstanding anything set forth to the contrary in this Section 13.2, Tenant may terminate this Lease effective as of the date of any such damage or destruction if (i) Tenant reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the ATM facility, (ii) Tenant is not able to obtain permits to restore the ATM Premises without payment of unusual fees or costs or the satisfaction of unusual conditions, or (iii) Tenant is prevented from restoring the ATM Premises by events or conditions beyond its reasonable control by sending 30 days' prior written notice of termination to Landlord not later than 30 days after Tenant's good faith determination of any of the foregoing.

14. Eminent Domain.

Landlord shall promptly forward to Tenant all notices of eminent domain relating to the ATM Premises or the Real Property. If all of the ATM Premises are taken under the power of eminent domain, then this Lease is terminated as of the effective date of the taking. If a portion of the ATM Premises, the building (if any) within which the ATM Premises are located, the Real Property Service Areas surrounding the ATM Premises, or reasonable access to and from the Real Property Service Areas is taken under the power of eminent domain and the loss of such portion materially adversely affects Tenant, then Tenant may terminate this Lease by providing written notice of termination to Landlord not later than 30 days after the date of such taking. In the event of a partial taking, if Tenant does not elect to so terminate this Lease, then Landlord shall, at Landlord's cost and expense, promptly restore the remaining portion of the ATM Premises, the building (if any), the Real Property Service Areas, and reasonable access as the case may be and the rent payable by Tenant will be abated to the extent that Tenant is unable to occupy and use the ATM Premises. All damages and compensation awarded or paid because of such taking (other than compensation for the loss of Tenant's good will and improvements installed by Tenant at Tenant's expense, and Tenant's relocation expenses) belong to Landlord. All damages and compensation awarded or paid because of a taking of any improvements installed by Tenant at Tenant's expense belong to Tenant.

15. Removal of ATMs.

Upon the expiration or sooner termination of this Lease, Tenant shall remove the ATM facility and related equipment, Tenant's signs (not including Landlord's directional signs), and Tenant's other trade fixtures and personal property from the ATM Premises, at Tenant's sole expense, within 30 days after the expiration or sooner termination of this Lease. Tenant shall, at its sole expense, reasonably repair any damage to the ATM Premises caused by such removal. Landlord acknowledges that any repairs or cuts in any paved areas, walls, or other improvements made during the removal of the ATM facility will be made in a good and workmanlike manner so as to match as nearly as practicable the surrounding area. This does not mean, however, that any such repairs will be completely invisible.

16. Assignment and Subletting.

16.1. Landlord's Consent. Except as otherwise provided in this Section 16, Tenant shall not assign this Lease or sublet the whole or any part of the ATM Premises (collectively, "**Transfer**") without the prior written consent of Landlord. If Tenant elects to initiate a Transfer of this Lease, Tenant shall provide Landlord with a written notice setting forth the reasonable details of such Transfer. If Tenant provides in such notice that Tenant remains liable for the full and complete performance of the terms and conditions of this Lease despite such Transfer, Landlord shall be deemed to have unconditionally given its consent to such Transfer and no further action or notice is required by either Landlord or Tenant. If Landlord's consent is required for a Transfer, Landlord shall notify Tenant whether the proposed Transfer is approved or rejected in Landlord's reasonable discretion not later than ten (10) business days after receipt of written notice thereof from Tenant (and if Landlord fails to notify Tenant within the ten (10) business day period, then Landlord's consent is deemed given). If Landlord does not consent to a proposed Transfer, Landlord shall provide Tenant with a reasonably detailed written explanation as to the reasons for withholding such consent. If the use of the ATM Premises under the proposed Transfer does not violate any restrictive covenant or exclusive use provision applicable to the ATM Premises, then Landlord's failure to consent to the Transfer of this Lease is deemed unreasonable. Landlord's consent to a Transfer serves to release Tenant of all further liability under this Lease.

16.2. No Assignment. The following events are not considered a Transfer under this Section 16: (i) a change in ownership of Tenant as a result of a merger, consolidation, reorganization, or joint venture; (ii) the sale of Tenant's assets (e.g., deposits, loans, this Lease, etc.) at the ATM Premises as a going concern (a "**Store Sale**"); (iii) a Transfer of this Lease to any entity if a regulatory agency having jurisdiction over Tenant's business requires that Tenant divest itself of certain deposits and banking facilities (a "**Divestiture**"); (iv) the Transfer of this Lease to any entity that controls, is controlled by, or is under common control with Tenant; (v) the sale, exchange, issuance, or other transfer of Tenant's stock on a national exchange or between any entity that controls, is controlled by, or is under common control with Tenant; or (vi) the sale or transfer of at least ten (10) locations (including the ATM Premises and this Lease) in a bulk sale to one transferee (a "**Bulk Sale**"). Tenant is not required to obtain Landlord's consent and Landlord shall not delay, alter, or impede any of the foregoing transactions or combinations thereof. Tenant has no further liability under this Lease arising after the effective date of a Store Sale, Divestiture, or Bulk Sale.

16.3. Resolution & Recovery.

16.3.1. "Resolution Event" means the filing of and pursuit of an insolvency related proceeding against Tenant or Tenant's assets pursuant to applicable law (e.g., the Dodd-Frank Wall Street Reform and Consumer Protection Act). For purposes of this Section 16.3 only, "**Affiliate**" means any entity that controls, is controlled by, or is under common control with Tenant.

16.3.2. Notwithstanding anything set forth in the Lease to the contrary, if a Resolution Event occurs, and Tenant or an Affiliate continues to (a) pay all rent and other charges under the Lease timely and (b) abide by the other material terms of the Lease, Landlord shall not, while a Resolution

Event is pending (and, except as otherwise provided in Section 16.3.4 below, for a period of eighteen (18) months thereafter): (i) terminate or modify the Lease; (ii) recapture the ATM Premises; (iii) prevent renewal of the Lease pursuant to a right to renew set forth in the Lease (if any); (iv) suspend any services provided to Tenant, an Affiliate, or the ATM Premises under the Lease; or (v) otherwise exercise remedies under or in respect of the Lease arising from a Resolution Event.

16.3.3. In addition, but only in connection with a Resolution Event, Landlord hereby consents to (i) any change of control of Tenant or an Affiliate and (ii) the assignment, delegation, or transfer of any or all of Tenant's rights and obligations under the Lease, in whole or in part, to any entity that is or becomes (or, as of immediately prior to the Resolution Event, was) an Affiliate or a successor to the whole or a part of the business of Tenant or an Affiliate.

16.3.4. Notwithstanding anything set forth in this Section 16.3 to the contrary, Landlord is not required, even during a Resolution Event, to allow Tenant or an Affiliate to occupy the ATM Premises after the final expiration date of the Lease.

17. Default by Tenant.

17.1. Failure to Perform. The occurrence of any one or more of the following events constitutes a default of this Lease by Tenant (a "**Tenant Default**"): (a) the failure by Tenant to make any payment of Rent, or any other payment required to be made by Tenant under this Lease, as and when due, where such failure continues for more than fifteen (15) days after Tenant's receipt of written notice of non-payment from Landlord; (b) the failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than as described in subsection (a) above, where such failure continues for more than thirty (30) days after Tenant's receipt of written notice of default from Landlord (provided, that if the cure of such Tenant Default reasonably requires more than thirty (30) days to complete, then Tenant is not in default if Tenant promptly commences the cure of such Tenant Default and diligently pursues such cure to completion); and (c) except as otherwise provided in Section 16.3 above, the making by Tenant of any general assignment or general arrangement for the benefit of creditors, the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days of filing), or the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the ATM Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days after appointment of said trustee or receiver, or the filing of a petition for the appointment of the same, whichever occurs first.

17.2. Remedies in Default. Upon the occurrence of a Tenant Default, and subject to terms and conditions provided herein, Landlord may, as Landlord's sole and exclusive remedies: (a) perform, on Tenant's behalf, any unperformed covenant or obligation hereunder constituting such Tenant Default (after giving Tenant written notice of Landlord's intention to do so except in the case of emergency), in which event Tenant shall reimburse Landlord for all reasonable expenses reasonably incurred by Landlord in doing so, plus interest at the Default Rate, which expenses and interest will be additional rent and shall be payable by Tenant within thirty (30) days after written demand therefor by Landlord; and/or (b) terminate this Lease and collect liquidated damages from Tenant in an amount equal to (i) the sum of all amounts due hereunder to the date of termination, plus (ii) the aggregate monthly rent remaining over the unexpired portion of the Term, plus the reasonable cost to Landlord for any repairs and other costs of re-letting (such as broker's commissions and the cost of advertising), all reduced to present value using a discount rate equal to the interest rate of a governmental security having a maturity closest to the then current expiration of the Term, less (iii) the aggregate fair net rental value of the ATM Premises over the remaining portion of the Term (provided, however, a reasonable period of time, not to exceed eighteen (18) months, may be considered as a leasing period by which the ATM Premises would not be leased and therefor no income would be realized for such period) reduced to present value, plus (iv) Landlord's costs and expenses incurred in the enforcement hereof including reasonable attorneys' fees actually incurred as herein

provided. **LANDLORD HEREBY WAIVES ANY AND ALL OTHER RIGHTS AND REMEDIES TO WHICH LANDLORD MAY BE ENTITLED, AT LAW OR IN EQUITY, INCLUDING ANY RIGHT OF RE-ENTRY WITHOUT TERMINATING THIS LEASE AND ANY LOCK-OUT REMEDIES AVAILABLE UNDER APPLICABLE LAW.**

17.3. Mitigation & Lien Waiver. Notwithstanding anything to the contrary set forth herein, Landlord shall use its reasonable best efforts to mitigate its damages resulting from a Tenant Default. **LANDLORD HEREBY WAIVES AND DISCLAIMS ALL STATUTORY AND CONTRACTUAL LIEN RIGHTS IN TENANT'S FURNITURE, FIXTURES, TRADE FIXTURES, EQUIPMENT, MERCHANDISE, AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER PLACED AT THE ATM PREMISES.**

18. Default by Landlord.

“Landlord Default” means Landlord's failure to perform or observe any of its obligations under this Lease after a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after receiving notice from Tenant setting forth in reasonable detail the nature and extent of such failure. If Landlord commits a Landlord Default, Tenant, in addition to any remedies available under law or equity, may, without being obligated to and without waiving the Landlord Default, cure the Landlord Default. Landlord shall pay Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the Landlord Default. If Landlord does not make such payment within thirty (30) days of demand, Tenant may deduct all such costs and expenses from the rent next coming due. If Tenant elects not to cure the Landlord Default, Tenant may either terminate this Lease upon written notice to Landlord after the expiration of any applicable cure period or abate any and all rent payments owed to Landlord until the date that such Landlord Default is cured by Landlord (at which time Tenant shall resume making rental payments owed for the period after the date of cure).

19. Control of ATM; Confidentiality.

19.1. Control. Landlord acknowledges that the operation of the ATM facility is governed by the policies and procedures developed or to be developed by Tenant from time to time. Therefore, except as expressly set forth herein otherwise, Tenant has the right to control and manage the ATM facility, the operation and maintenance thereof, and all business and transactions conducted therefrom, including the functions and features provided, the development of products, and the pricing of services (including surcharges on Tenant's customers or non-customers).

19.2. Confidentiality. In the course of its performance under this Lease, Tenant may deliver to Landlord certain oral and written information, and plans and drawings regarding the ATM facility, and the operation thereof, which information is proprietary in nature (the **“Tenant Materials”**). Landlord shall (i) keep the Tenant Materials and the existence and contents of this Lease confidential, (ii) only make such information available to its officers, directors, employees, and professionals, such as lawyers and accountants, only on a need to know basis, and (iii) not disclose such information to any person or entity without the prior written consent of Tenant. The parties agree that any requirements by law, such as the Texas Open Meetings or Texas Open Records, requiring disclosure of otherwise confidential information or documents under this paragraph shall not be deemed to violate the confidentiality part of this paragraph; provided, however, that Buyer is not permitted to disseminate copies of any confidential information to third parties (except to those parties described in this Section 19.2. If this Lease is terminated, Landlord shall return to Tenant all Tenant Materials and any copies thereof. Landlord shall not, directly or indirectly, use the Tenant Materials in its business or in its dealing with any other person or entity. This section controls over any conflict with the Key Provisions Summary.

20. Notices.

20.1. Written Notice; Delivery Methods. Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a “**Notice**” (but sometimes “**notice**”)) pursuant to this Lease shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending party (the sending party’s attorney is authorized to sign and send a Notice on behalf of the sending party); and (iii) use one of the following methods of delivery, each of which for purposes of this Lease is a writing: (a) personal delivery; (b) Registered or Certified Mail, in each case, return receipt requested and postage prepaid; (c) nationally recognized overnight courier, with all fees prepaid; (d) facsimile (but only if a party’s fax number is included in its notice address in the Key Provisions Summary or is otherwise provided to the other party by a Notice); or (e) email (but only if a party’s email address is included in its notice address in the Key Provisions Summary or is otherwise provided to the other party by a Notice).

20.2. Addresses. Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the “**Addressee**”) at the addresses listed in the Notice Addresses section of the Key Provisions Summary or to another Addressee or at another address as designated by a party in a Notice pursuant to this Section 20.

20.3. Effectiveness of a Notice. Except as provided elsewhere in this Lease, a Notice is effective only if (A) the party giving the Notice has complied with Sections 20.1 and 20.2 above and (B) the Notice is deemed to have been received by the Addressee as provided below. A Notice is deemed to have been received by the Addressee as follows: (i) if a Notice is delivered in person, or sent by Registered or Certified Mail, or nationally recognized overnight courier, upon receipt by the Addressee as indicated by the date on the signed receipt; (ii) if a Notice is sent by facsimile, upon receipt by the party giving the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee’s facsimile number; (iii) if a Notice is sent by email, upon sending the email to the Addressee’s designated email address; and (iv) if the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver the Notice; provided, however, that if a Notice is sent by facsimile or email, the party sending the Notice also must send, on the date that the facsimile or email is sent, a confirmation copy of the Notice (including the acknowledgement/transmission report described above) by one of the other methods set forth in Section 20.1 above (or else such facsimile or email notice is void).

20.4. Delivery Time of Notice. Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a Business Day where the Addressee is located, or on a day that is not a Business Day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located.

21. Subordination, Non-Disturbance, and Attornment.

21.1. This Lease is subject and subordinate to the lien of all mortgages or deeds of trust which may now affect or encumber all or any portion of the ATM Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. Landlord shall use commercially reasonable efforts to obtain a Subordination, Non-Disturbance, and Attornment Agreement (“**SNDA**”) from Landlord’s current lender providing generally that the mortgagee, trustee, or any purchaser at the foreclosure of the mortgage or deed of trust will not disturb Tenant’s possession of the ATM Premises and that Tenant will attorn to such mortgagee, trustee, or purchaser at foreclosure as Landlord under the terms and conditions of this Lease upon receiving written notice that such party has succeeded to the interest of Landlord under this Lease. Tenant shall be liable for all costs and expenses of obtaining such SNDA.

21.2. This Lease is subject and subordinate to the lien of all mortgages or deeds of trust which may hereafter affect or encumber all or any portion of the ATM Premises and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that the foregoing provision shall only be applicable to those mortgages or deeds of trust for which Tenant has been provided an SNDA. Tenant shall be liable for all costs and expenses of obtaining such SNDA.

22. **Hazardous Materials.**

22.1. **Definitions.** “**Environmental Law**” means any law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, Hazardous Materials (defined below), or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976). “**Hazardous Materials**” means petroleum, asbestos, polychlorinated biphenyls, formaldehyde, radioactive materials, radon gas, mold, or any chemical, material or substance now or hereafter designated, classified or regulated as being “toxic” or “hazardous” or a “pollutant” or words of similar import, under any Environmental Law.

22.2. **Compliance.** To the best knowledge of Landlord, there are no Hazardous Materials located on, under, or about the ATM Premises. Tenant and Landlord will each handle, treat, deal with, and manage any Hazardous Materials in, on, under or about the ATM Premises (in the case of Tenant) and the Real Property (in the case of Landlord) in compliance with all Environmental Laws and prudent industry practices regarding Hazardous Materials. Neither Landlord nor Tenant will use any Hazardous Materials in the Real Property or the ATM Premises, respectively, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Landlord will use its best efforts to cause any other tenants of Landlord at the Real Property to comply with all Environmental Laws and to not allow any other tenant to use any Hazardous Materials except as necessary in the ordinary course of business and in compliance with all Environmental Laws. Tenant will promptly notify Landlord of any release or presence of any Hazardous Material in the ATM Premises of which Tenant becomes aware and Landlord will promptly notify Tenant of any release or presence of any Hazardous Material in any area where Tenant’s customers, employees, agents, or contractors may be likely to be present.

22.3. **Remediation.** If Hazardous Materials are released at the ATM Premises by Tenant, its agents, employees, or contractors, then Tenant is solely responsible for the removal and/or remediation of such Hazardous Materials to the extent required by governmental authorities in compliance with applicable Environmental Laws. Landlord is solely responsible for the removal and/or remediation of any other Hazardous Materials at the ATM Premises regardless of when discovered and to the extent required by governmental authorities in compliance with applicable Environmental Laws as well as to the extent required to allow construction, operation, and removal of the ATM facility.

22.4. **Indemnification.** Tenant shall indemnify and hold Landlord harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys’ fees, consultants’ fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous Materials at the ATM Premises released by Tenant or its agents, employees, contractors, or ATM customers or invitees but solely in connection with their use or operations of the ATM Premises. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys’ fees, consultants’ fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous Materials in the ATM Premises unless such presence was caused by Tenant or its agents, employees, or contractors. This section controls over any conflict with the Key Provisions Summary.

23. Quiet Enjoyment.

Landlord covenants that so long as Tenant has not committed a Tenant Default under the terms of this Lease Tenant will have quiet and peaceful possession of the ATM Premises and will enjoy all of the rights herein granted without interference by Landlord or anyone claiming by, through or under Landlord or by the lessor under any master lease of the Real Property.

24. Compliance with Laws.

Landlord and Tenant shall comply with applicable federal, state, and local laws, rules, regulations, and ordinances. Tenant shall be responsible for compliance with the American with Disabilities Act and other disabled access laws and regulations (collectively "**ADA**") at the ATM Premises. Landlord shall be responsible for compliance with the ADA at the Real Property. Landlord shall reasonably cooperate with Tenant in connection with Tenant's efforts to comply with the ADA and other applicable laws. Notwithstanding the foregoing, Landlord acknowledges that many of Tenant's covenants and obligations hereunder, including the establishment, closure, and relocation of the ATM facility, are subject to Tenant's obtaining the consent or approval of all regulatory agencies (including the Comptroller of Currency) now or hereafter empowered to regulate Tenant and its business operations and such regulations supersede the terms and conditions of this Lease.

25. Force Majeure.

25.1. Definition. "**Force Majeure Event**" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) the act or event prevents a party (the "**Non-Performing Party**"), in whole or in part, from (i) performing its obligations under this Lease, or (ii) satisfying any conditions to the obligations of the other party (the "**Performing Party**") under this Lease; (b) the act or event is beyond the reasonable control of and not the fault of the Non-Performing Party; and (c) the Non-Performing Party has been unable to avoid or overcome the act or event by the exercise of due diligence. In furtherance of the definition of Force Majeure Event and not in limitation of that definition, each of the following acts or events is an example of an act or event that could be a Force Majeure Event if the act or event meets each of the above requirements of this Section 25.1: accident, fire, act of God, act of a public enemy, injunction, riot, strike, lockout, insurrection, war, terrorist attack, court order, requisition or order of governmental body or authority, and inability to procure labor or materials from normally available sources. Notwithstanding the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions, and insufficiency of funds.

25.2. Suspension of Performance. If a Force Majeure Event occurs, the Non-Performing Party is excused from (i) whatever performance is prevented by the Force Majeure Event to the extent prevented, and (ii) satisfying whatever conditions precedent to the Performing Party's obligations that cannot be satisfied, but only to the extent they cannot be satisfied due to the Force Majeure Event. Notwithstanding the preceding sentence, a Force Majeure Event does not excuse any obligation by either the Performing Party or the Non-Performing Party to make any payment required under this Lease.

25.3. Obligations of Non-Performing Party. Not later than five (5) business days after becoming aware of the occurrence of a Force Majeure Event, the Non-Performing Party shall send written notice to the Performing Party describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of the Non-Performing Party's obligations under this Lease. During the continuation of the Force Majeure Event, the Non-Performing Party shall (i) furnish timely, regular written reports updating the initial notice and providing any other information reasonably requested by the Performing Party; (ii) exercise commercially reasonable efforts to mitigate or limit damages to the Performing Party; (iii) exercise commercially reasonable due diligence to overcome the Force Majeure Event; (iv) to the extent that it is able, continue to perform its obligations under this Lease; and

(v) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure Event requires.

25.4. Resumption of Performance. When a Force Majeure Event no longer prevents the Non-Performing Party from (i) resuming performance of its obligations under this Lease, or (ii) satisfying the conditions precedent to the Performing Party's obligations, the Non-Performing Party shall immediately give the Performing Party written notice to that effect and shall resume performance under this Lease no later than five (5) business days after the notice is delivered.

25.5. Exclusive Remedy. Except as explicitly set forth otherwise in this Lease, the relief offered by this Force Majeure provision is the exclusive remedy available to the Non-Performing Party with respect to a Force Majeure Event. In addition, the liability of either party for an event that arose before the occurrence of the Force Majeure Event is not excused as a result of such occurrence.

26. Brokers.

Each party represents to the other that it has had no dealings with any real estate broker, agent, or finder in connection with the negotiation of this Lease other than the Broker and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Lease other than the Broker. Landlord shall pay to the Broker a commission fee pursuant to a separate written agreement with the Broker. Each party shall indemnify and hold harmless the other party from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs, and expenses (including attorneys' fees and costs) with respect to any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker, agent, or finder.

27. Additional Terms.

27.1. Default Rate of Interest. The "**Default Rate**" of interest shall be the lesser of eight percent (8%) per annum or the Texas Judgment Rate as published by the Texas Office of Consumer Credit Commissioner.

27.2. Successors or Assigns. The terms, conditions, covenants, and agreements of this Lease extend to and are binding upon Landlord, Tenant, and their respective heirs, administrators, executors, legal representatives and permitted successors, subtenants, and assigns, if any, and upon any person or entity coming into ownership or possession of any interest in the ATM Premises by operation of law or otherwise.

27.3. Severability. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid, illegal, or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to parties or circumstances other than those to which it is held invalid, illegal, or unenforceable, is not affected thereby and each term, covenant, and condition of this Lease remains valid and enforceable to the fullest extent permitted by law, but only if the essential terms and conditions of this Lease for each party remain valid, binding, and enforceable.

27.4. Memorandum of Lease. Neither Landlord nor Tenant will permit, allow or cause this Lease, or any amendment to this Lease, to be recorded in any public registry or office of register of deeds; provided, however, at the request of either party, Landlord and Tenant shall execute a recordable memorandum of this Lease setting forth the names and addresses of the parties, a reference to this Lease with its date of execution, specific legal descriptions of the ATM Premises, the Commencement Date, the Rent Commencement Date, the term of this Lease, and any Renewal Term(s), which memorandum may be recorded by Tenant at Tenant's expense or by Landlord at Landlord's expense in the appropriate public records of the jurisdiction in which the ATM Premises are situated.

27.5. **Waiver.** The parties may waive any provision of this Lease only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Lease, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

27.6. **Amendment.** The parties may amend this Lease only by a written agreement of the parties that identifies itself as an amendment to this Lease (including a facsimile thereof per Section 27.11 below).

27.7. **Headings & Interpretation.** The descriptive headings/captions of the sections and subsections of this Lease are for convenience only, do not constitute a part of this Lease, and do not affect this Lease's construction or interpretation. Whenever used in this Lease: (i) the words "herein", "hereof", and similar words refer to this Lease in its entirety and not solely to any specific sentence, paragraph, or section; (ii) the words "include," "includes," and "including" mean considered as part of a larger group, incorporate "without limitation", and are not limited to the items recited; (iii) the word "shall" means "is obligated to"; (iv) the word "may" means "is permitted to, but is not obligated to"; and (v) unless otherwise noted reference to a specific Section or Exhibit is a reference to a Section or Exhibit in this Lease.

27.8. **Choice of Law.** The laws of the state, commonwealth, or jurisdiction where the ATM Premises are located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Lease and the transactions it contemplates, including its interpretation, construction, performance, and enforcement. Venue for all disputes concerning this Lease, the ATM Premises, or any damage claims resulting therefrom shall be in Clay County, Texas. This section controls over any conflict with the Key Provisions Summary.

27.9. **Authority to Execute.** Each party represents to the other that this Lease has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Lease. In addition, Landlord represents to Tenant that Landlord has the full right, power, and authority to enter into this Lease without the necessity of obtaining any third party approval (other than those already obtained by Landlord) and that the terms of this Lease do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Lease.

27.10. **No Construction Against Drafting Party.** Landlord and Tenant acknowledge that each of them and their respective counsel have had an opportunity to review this Lease and that this Lease will not be construed for or against either party merely because such party prepared or drafted this Lease or any particular provision thereof.

27.11. **Counterparts.** The parties may execute this Lease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., Telecopier, scanned PDF by email, etc.) is as effective as executing and delivering this Lease in the presence of the other parties to this Lease. This Lease is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Lease, a party must produce or account only for the executed counterpart of the party to be charged. Any party delivering an executed counterpart of this Lease by facsimile also shall deliver a manually executed counterpart of this Lease, but the failure to do so does not affect the validity, enforceability, or binding effect of this Lease.

27.12. **Acceptance.** The submission of this Lease to Landlord by Tenant or to Tenant by Landlord does not constitute an offer to lease. This Lease becomes effective only upon the execution and delivery thereof by both Landlord and Tenant.

27.13. **Damages.** Notwithstanding anything set forth in this Lease to the contrary, neither party is liable to the other for any special, indirect, punitive, or consequential damages, unless an award of special, indirect, or punitive damages in favor of a third party by court decision or law requires a party to this Lease to reimburse the other party for such damages. This section controls over any conflict with the Key Provisions Summary.

27.14. **Time of the Essence.** Time is of the essence in this Lease.

27.15. **Business Days. "Business Day"** (or "**business day**") means, as to any party, any day that is not a Saturday, Sunday, or other day on which national banks are authorized or required to close in the state, commonwealth, or jurisdiction where the ATM Premises are located. If the last day of any time period under this Lease, or the last day for performance of any obligation, or for giving any notice, or for taking any other action under this Lease falls on a day that is not a Business Day, then the last day of such time period is extended to the first day thereafter that is a Business Day.

27.16. **Attorneys' Fees.** In the event of any litigation related to this Lease, whether to enforce its terms, recover for default, or otherwise, if either party receives a judgment, settlement, or award in its favor (the "**Receiving Party**") against the other party (the "**Paying Party**") in such litigation, the Paying Party shall pay upon demand all of the Receiving Party's costs, charges, and expenses (including reasonable attorneys' fees, court costs, and expert witness fees) arising out of such litigation (including the costs of any appeal related thereto); provided, however, that if prior to commencement of a trial in the litigation the Paying Party offers to pay an amount equal to or in excess of such judgment, settlement, or award, the Receiving Party is not entitled to any such costs, charges, expenses, or attorneys' fees.

27.17. **Third-Party Beneficiaries.** This Lease does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

27.18. **Survival.** The provisions of this Lease that would require that they survive the termination of the Lease in whole or part to give them full effect survive the expiration or earlier termination of this Lease in whole or part for any reason, regardless of the date, cause, or manner of such termination. In addition, all rights of action arising from or related to this Lease that accrue during the term of the Lease, and any remedies for such claims, both legal and equitable, survive the expiration or earlier termination of this Lease.

27.19. **Lease Date.** The date this Lease is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Lease. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Lease and the other party may inscribe that date as the date associated with the signing party's signature; provided, however, if only one party dated this Lease, then such date is the date of this Lease.

27.20. **Merger/Prior Agreements.** THIS LEASE CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS LEASE. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS LEASE ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS LEASE. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS LEASE, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS LEASE OTHER THAN THOSE EXPRESSLY STATED IN THIS LEASE.

28. Waiver of Jury Trial.


EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.

[Remainder of Page Left Blank Intentionally –
Signatures on Following Page(s)]

The parties hereby execute this Lease as of the dates set forth below.

Landlord:

CLAY COUNTY, TEXAS

By:  (Seal)

Print Name: MIKE CAMPBELL

Title: COUNTY JUDGE

Date: 12/9/19

Tenant:

WELLS FARGO BANK, N.A.

By: _____ (Seal)

Print Name: _____

Title: _____

Date: _____

By: _____ (Seal)

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

All that certain tract or lots of land being situated in Henrietta, Clay County, Texas, and being Lots No. 1, 2, 3, 4, 5, 6, 7, and 8 in Block No. 5 in the original town of Henrietta, Clay County, Texas as recorded December 8, 1964, in Volume 238, page 289, in the County of Clay Recorder's Office

EXHIBIT B

REAL PROPERTY

General Information

- 0.00 Acres
- Original Lot(s)

Legal Description

0.00 ACRES

Location

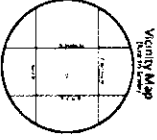
N. BRIDGE STREET (100' Right-of-Way)

E. BRIDGE STREET (100' Right-of-Way)


E. BROAD STREET (100' Right-of-Way)

E. JACKSON STREET (100' Right-of-Way)

Map



Photos




Notes

The lot, approximately 100' wide, 100' deep, is bounded by 100' of N. Bridge Street, 100' of E. Bridge Street, 100' of E. Broad Street, and 100' of E. Jackson Street. The lot is currently vacant.

Signatures

[Signature]

Seal



Legend

	SURVEY AREA
	RIGHT-OF-WAY
	EASEMENT
	ENCUMBRANCE

Survey Information

ALMANSIP LAND TITLE SURVEY
0.006 ACRES

Surveyor
M. R. CANTRELL
LAND SURVEYOR

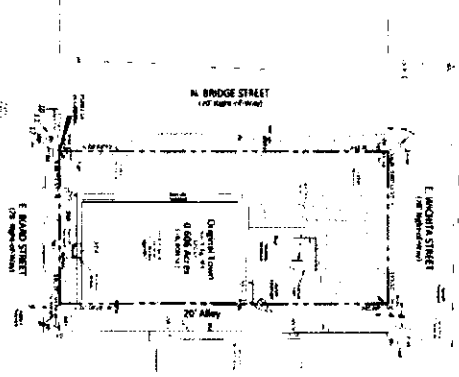
Company
M. R. Cantrell & Associates, Inc.
1200 West 2nd Street, Suite 100
Houston, Texas 77002
P.O. Box 1088
Houston, Texas 77261

AMRI Bedford Group, Inc.
1200 West 2nd Street, Suite 100
Houston, Texas 77002
P.O. Box 1088
Houston, Texas 77261

Legal Description

0.006 ACRES

Map




Notes

This survey was made on the 10th day of August, 2008. The original lot is shown in pink. The lot is bounded by 100' of N. Bridge Street, 100' of E. Bridge Street, 100' of E. Broad Street, and 100' of E. Jackson Street. The lot is currently vacant.

Witnesses

[Signatures]

Seal



Legend

	SURVEY AREA
	RIGHT-OF-WAY
	EASEMENT
	ENCUMBRANCE

EXHIBIT C-1

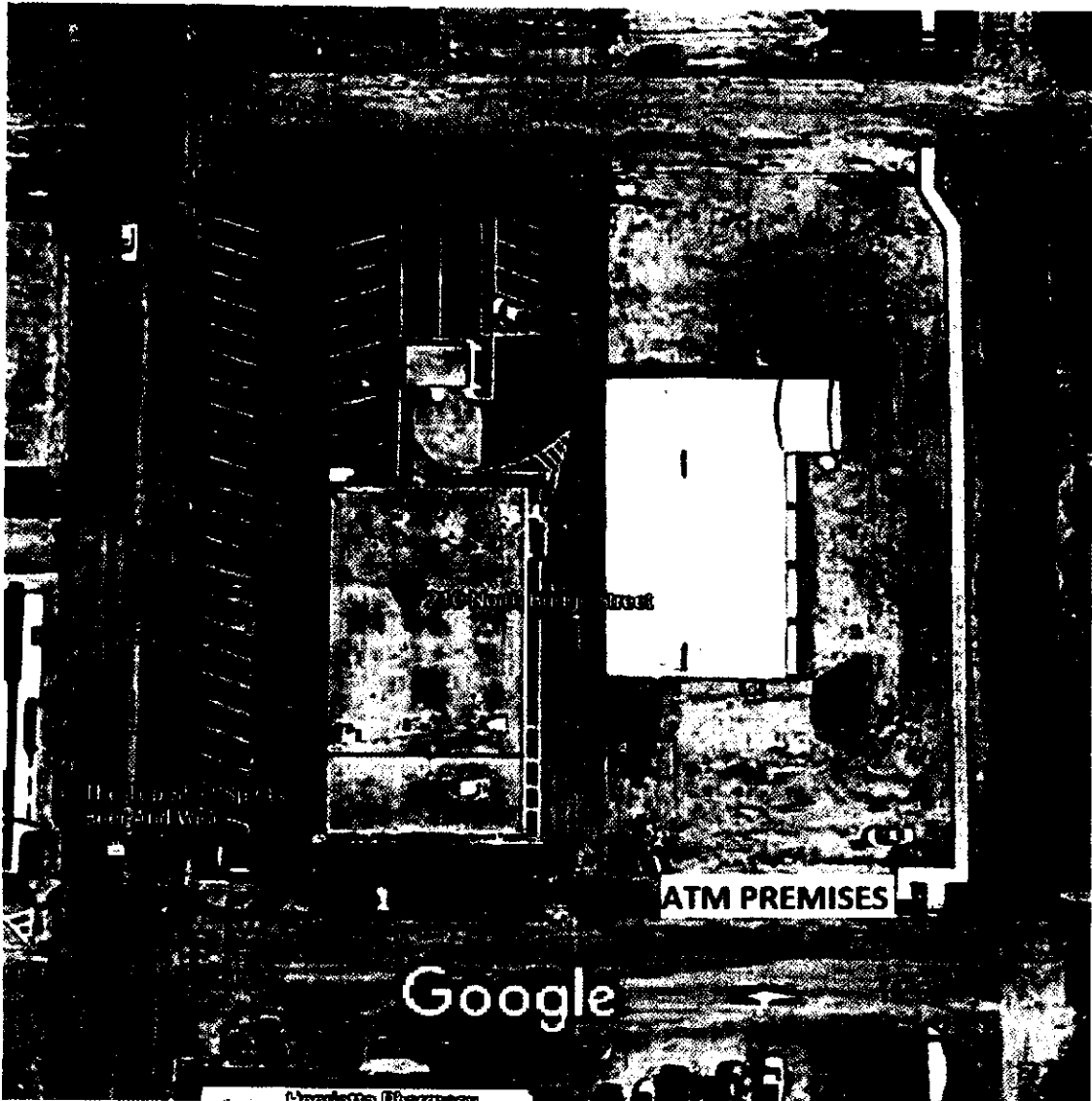
The ATM Premises is all that part of the Real Property bounded as follows:

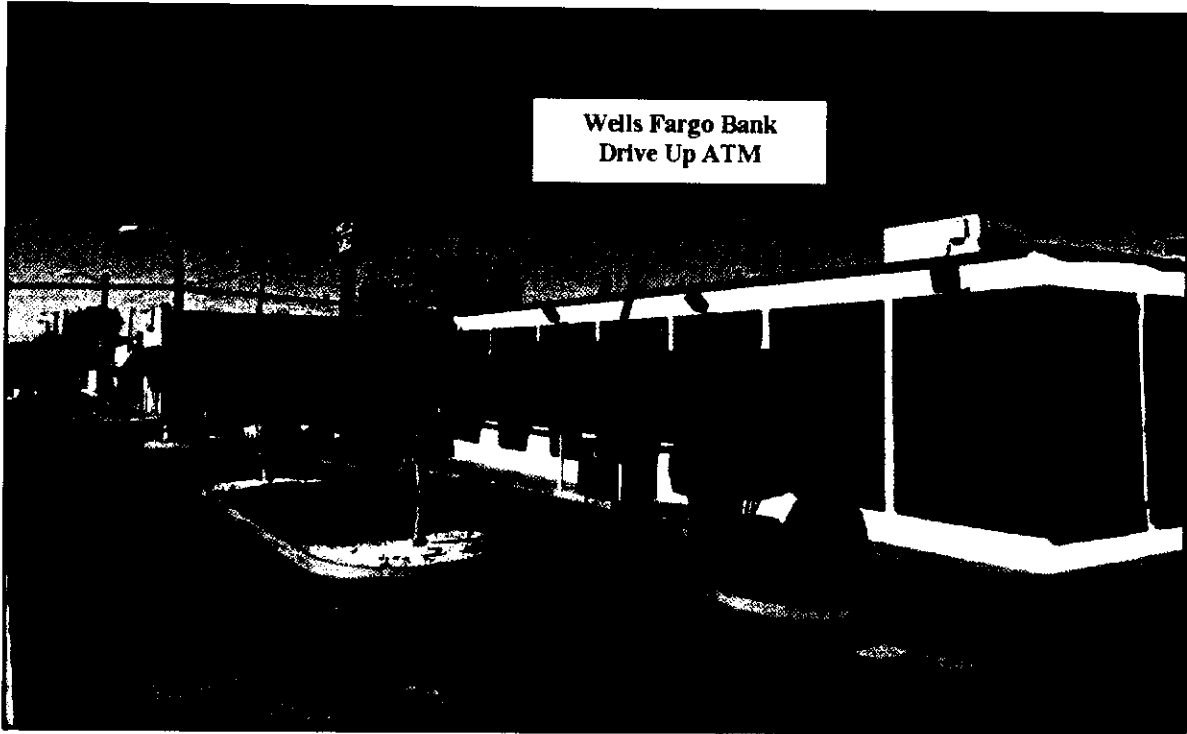
That part of the Real Property located South of the South wall of the former Wells Fargo Bank building located on the Real Property; West of the western line of the designated alley that adjoins the Real Property on its East; North of Ikard Street; and East of a straight 90 degree line beginning from the Southwest corner of the former Wells Fargo Bank building to the North line of Ikard Street, LESS, SAVE AND EXCEPT *any curbed, landscaped areas, and sidewalks within the Real Property, including but not limited to the three curbed grassy "islands" and sidewalks located within the ATM Premises on either side of the ATM equipment and on the south side of the ATM driveway and North of the North line of Ikard Street*

Real Property owner (Clay County) reserves for itself, its invitees, and successors, the right to ingress and egress over and across the entrance driveway area that accesses the ATM Premises and the West parking area on the Real Property; generally described as the driveway area located West of a line from the Southwest corner of the former bank building on the Real Property due South to the North line of Ikard Street.

EXHIBIT C-2

ATM PREMISES/FACILITY & MAP





Drive Up ATM View - Looking West

EXHIBIT D

COMMENCEMENT DATE AGREEMENT
Henrietta, TX - 210 N Bridge, St. (BE #120329)

THIS COMMENCEMENT DATE AGREEMENT is entered into by **CLAY COUNTY, TEXAS** ("**Landlord**"), and **WELLS FARGO BANK, N.A.** ("**Tenant**") as of the date this Agreement is executed by the last to sign of Landlord and Tenant as shown on the signature page(s) attached hereto.

Landlord and Tenant entered into that certain Lease dated _____, 20__ (the "**Lease**"), with respect to certain premises located at _____, _____, as more fully described in the Lease.

The parties agree as follows:

1. Capitalized terms used in this Agreement not specifically defined herein have the meanings given such terms in the Lease.

2. The commencement date of the initial term of the Lease is _____, 20__. The expiration date of the Lease is _____, 20__ (i.e., the last day of the last calendar month of the initial term of the Lease) subject to _____ renewal terms of _____ years each.

The parties hereby execute this Agreement as of the dates set forth below.

Landlord:

CLAY COUNTY, TEXAS

By: _____ (Seal)

Print Name: _____

Title: _____

Date: _____

Tenant:

WELLS FARGO BANK, N.A.

By: _____ (Seal)

Print Name: _____

Title: _____

Date: _____

EXHIBIT E

LANDLORD W-9

See attached copy

EXHIBIT F

AGREEMENT OF SALE

See attached copy
