

FIRST AMENDMENT TO LEASE
Seguin TX (101 E Nolte St) (BE190442-20000)

THIS FIRST AMENDMENT TO LEASE (“**Amendment**”) is entered into by CITY OF SEGUIN, TEXAS, a Texas municipal corporation (“**Landlord**”), and WELLS FARGO BANK, N.A., a national banking association (“**Tenant**”).

Landlord and Tenant are parties to that certain Branch Lease dated January 29, 2024 (the “**Lease**”), with respect to certain premises consisting of approximately 8,430 square feet, along with the motor bank at the Property, located at 101 East Nolte Street, Seguin, Texas, as more fully described in the Lease (the “**Premises**”).

The parties agree as follows:

1. **Capitalized Terms & Recitals.** Capitalized terms used in this Amendment that are not specifically defined herein have the meanings given such terms in the Lease. The above recitals are incorporated herein as if fully set forth below.

2. **Term.** Section 2 in the original Lease is hereby deemed amended to read as follows: “The term of this Lease (“**Term**”) will be for approximately fourteen (14) months, commencing January 29, 2024 (“**Commencement Date**”), and expiring April 30, 2025 (“**Expiration Date**”). Thereafter, the Term will renew automatically for up to six (6) successive monthly periods unless sooner terminated by either party upon not less than thirty (30) days’ prior written notice thereof to the other party.”

3. **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 Amendment) and that it knows of no real estate broker or agent entitled to any commission or finder’s fee in connection with this Amendment. 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.

4. **Confirmation of Lease.** Except as otherwise set forth in this Amendment, the Lease remains in full force and effect in accordance with its original terms and is binding on Landlord and Tenant, their respective heirs, executors, administrators, successors, and assigns. If there is a conflict between this Amendment and the Lease, this Amendment will control. In addition, unless otherwise set forth explicitly in this Amendment, the renewal term(s) (if any) set forth in this Amendment are in lieu of any options to renew that may be set forth in the Lease.

5. **Authority & Consent.** Each party represents to the other party that this Amendment: (i) resulted from an arm’s-length negotiation; (ii) has been duly authorized, executed, and delivered by and on behalf of such party; and (iii) constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Amendment. In addition, Landlord represents to Tenant that no consent of any third party (e.g., any lender) is required for Landlord to execute this Amendment.

6. **Counterparts & Digital Signatures.** The parties may execute this Amendment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart. This Amendment is valid, binding, and enforceable against a party only when executed by an authorized individual on behalf of a party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any

other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature has for all purposes the same validity, legal effect, and admissibility in evidence as an original manual signature. This Amendment is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Amendment, a party must produce or account only for the executed counterpart of the party to be charged.

7. **Amendment Date.** The date this Amendment 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 Amendment. 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 Amendment 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 Amendment, then such date is the date of this Amendment.

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

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

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

Landlord:

Tenant:

CITY OF SEGUIN, TEXAS

WELLS FARGO BANK, N.A.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____