

BRANCH LEASE

Seguin TX (101 E Nolte St) (BE190442)

THIS BRANCH LEASE ("**Lease**") is entered into by **CITY OF SEGUIN, TEXAS**, a Texas municipal corporation ("**Landlord**"), and **WELLS FARGO BANK, N.A.**, a national banking association ("**Tenant**"), as of January 29, 2024. Landlord and Tenant are sometimes hereinafter individually referred to as "**Party**" and collectively referred to as "**the Parties**" or "**the Parties to this Lease**".

The Parties hereby agree as follows:

1. Grant of Lease.

1.1. As of the Commencement Date (as defined below), Landlord is the owner of certain real property and improvements thereon (including building(s), drive-through motor bank improvements, parking lots, etc.) located at 101 East Nolte Street, Seguin, Texas (all of Guadalupe County Property ID number 27916) (Lots: 1-10; Block 155; Addition: Inner) (collectively, the "**Property**"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord as of the Commencement Date the bank branch space consisting of approximately 8,430 square feet, along with the motor bank at the Property, all as depicted in Exhibit A attached hereto (the "**Premises**").

1.2. Landlord and Tenant are parties to that certain Agreement of Sale and Purchase dated September 29, 2023 ("**Sale Agreement**"), whereby Landlord (as buyer) agreed to purchase the Premises from Tenant (as seller). If the Sale Agreement is terminated by either party, or if the transaction contemplated by the Sale Agreement fails to close on or before January 29, 2024, then this Lease will be deemed terminated as of the effective date of such termination or January 29, 2024, as applicable.

2. Term. The term of this Lease ("**Term**") will be for approximately twelve (12) months, commencing on January 29, 2024 ("**Commencement Date**"), and expiring at midnight at the end of February 28, 2025. Thereafter, the Term will renew automatically for 90 day periods. Notwithstanding the foregoing, either party shall have the right to terminate the Lease as of the last day of any calendar month during the Term upon at least 90 days' prior written notice thereof to the other party.

3. Monthly Payment. Beginning on the Commencement Date and continuing throughout the Term, Tenant shall pay to Landlord rent in the amount of \$14,050.00 per month. Tenant shall pay the monthly rent to Landlord at the rent payment address set forth below not later than the first (1st) day of each calendar month without demand, notice, setoff, or deduction: City of Seguin, Texas, Attn: Steve Parker, 205 North River St, Seguin, TX 78155. Tenant's pro-rata share of January 2024 rent is \$1,359.68.

4. Use. Tenant shall not use the Premises for any purpose other than for branch banking and motor bank purposes.

5. As Is. Tenant hereby acknowledges that neither Landlord nor any of Landlord's agents, representatives, or officers have made any representation or warranty, either express or implied, with regard to the condition of the Property or the Premises, or with regard to the suitability or fitness of the Property or the Premises for Tenant's intended use. Tenant further accepts the Property and the Premises in "**AS IS**" and "**WHERE IS**" condition, with all faults and defects (known and unknown) (Tenant is currently in possession of the Premises).

6. Signage. During the Lease Term, Tenant may continue to display its existing signage at the Property and in the Premises. Tenant may, at its sole cost and expense, erect and maintain within the interior

of the Premises all signs and advertising matter customary or appropriate in the conduct of Tenant's business, including the use of interior marquee-type signage which is placed in the windows and is visible from the outside of the Premises. Tenant may replace the signage within the marquee from time to time without Landlord's consent. However, if Tenant's modification of signage would require review and/or permitting under the City of Seguin's Uniform Development Code, then Tenant shall follow the processes prescribed in the ordinance. Tenant may operate at the Premises under any trade name, logo, trademark, or service mark permitted by law (collectively, "**Marks**"). Each Party's Marks remain the sole property of such Party. Landlord is permitted to use Tenant's Marks in advertising without the prior written consent of Tenant; provided, however, Landlord must first confirm with Tenant that Landlord is using the correct Marks. Tenant is permitted to include the location/address of the Premises in Tenant's directories of store locations published by Tenant from time to time. Except as set forth herein, Landlord and Tenant shall not use a Mark of the other Party for any other reason without the prior written consent of the Party owning the Mark.

7. **Common Areas.** "**Common Areas**" (or sometimes "**Common Area**") means all areas, improvements, space, and special services at the Property that are now or hereafter made available for the common or joint use and benefit of all tenants, customers, employees, contractors, licensees and invitees of the Development, including parking areas, driveways, exterior lighting, sidewalks, landscaped and planted areas, washrooms, lounges, shelters, utilities, service areas (including loading and unloading areas), retention basins (both on-site and off-site), signage, and trash disposal areas. Notwithstanding the foregoing, no portion of the Premises is or will hereafter be Common Area. Tenant, its employees, agents, contractors, licensees, and invitees are authorized, empowered, and privileged to use the Common Areas in common with others during the Lease Term.

8. **Alterations.** Tenant shall not make any alterations or construct any improvements at the Property without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion without considering the interests of Tenant or any third-party.

9. **Compliance with Laws.** Tenant shall, at its sole cost and expense, comply with all applicable governmental and quasi-governmental laws, ordinances, codes, regulations and statutes pertaining to Tenant's use and occupancy of the Premises and shall obtain all necessary permits for such use and occupancy.

10. **Regulatory Closure Period.** As a national banking association, Tenant is required to provide at least 90 days' notice to customers in case of a branch closing. Therefore, if Tenant's right to possess the Premises is terminated for any reason (other than the scheduled expiration of the term of the Lease in accordance with the Lease), whether for default, casualty, eminent domain, or otherwise, Tenant may, if it so elects, and if it continues to pay rent, have a period of 120 days after any such termination to wind up its affairs, send out required notices, and vacate the Premises.

11. **Maintenance by Landlord & Tenant.** Landlord shall, at its sole cost and expense, maintain, repair, and replace, consistent with other first-class office buildings in the metropolitan area of the Property, all exterior and structural portions of the building located at the Property, all building systems and all Common Areas, including the roof and roof membrane, foundation, exterior and interior walls, and all electrical, plumbing, sewer, mechanical and heating, air conditioning, and ventilation systems located in or serving the building (including the Premises). Tenant shall reimburse to Landlord Tenant's pro-rata share of the cost of repairs to the HVAC system undertaken during the Term within thirty (30) days after Tenant's receipt of invoice therefor from Landlord accompanied by reasonable supporting documentation. The square footage of the building located on the Property is 27,570 square feet. Therefore, Tenant's pro-rata share of any HVAC system repair is 32.97%. Such maintenance shall include the prompt removal of any (i) persons who obstruct or create an unsafe path of travel to and from the building and the adjacent sidewalks and parking lot by Tenant's agents, employees, contractors, and invitees, and (ii) personal property,

refuse, debris, trash, or other items that may remain on the Property following the removal of such persons. Tenant shall, at its sole cost and expense, maintain and repair all interior, non-structural portions of the Premises. Each Party shall perform its maintenance, repair, and replacement obligations promptly and with due diligence to completion in a good and workmanlike manner and in compliance with applicable law.

12. Utilities & Other Services. Landlord represents to Tenant that the Premises are served by all utilities necessary for the use of the Premises for the Permitted Use, including electricity, telephone service, water and sewer, and that all such utilities are in good operating condition. Landlord shall furnish the following services to the Premises, at Landlord's sole cost and expense, consistent with other first-class office buildings in the metropolitan area of the Building: (i) Hot and cold water at those points of supply provided for general use of all the tenants in the Building; (ii) Central heat and air conditioning, except as noted in Section 11 above regarding maintenance and repair, sufficient for the comfortable occupancy of the Premises during normal business hours for the Building (which are 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 am to 2:00 pm on Saturday, exclusive of normal business holidays); (iii) Reasonable life safety and security services; (iv) Facilities to provide electricity for routine lighting and the operation of general office equipment (Tenant shall not use any electrical equipment or machinery that will overload the Building's electrical systems or circuits); (v) If elevators are located in the Building, elevator service twenty-four (24) hours a day, seven (7) days a week (except during periods of routine service and repairs) and (vi) All utilities currently located in the Building, including, sewer, electric, and gas (Landlord shall pay, prior to delinquency, all charges for all utilities servicing the Premises and the Common Areas, directly to the applicable utility company). Tenant shall provide its own telephone and janitorial service.

13. Insurance.

13.1. Property Insurance. During the Lease Term, (i) Landlord shall maintain, or cause to be maintained, Texas Municipal League Risk Pool Coverage ("**Risk Pool Coverage**") that insures the Property and Landlord's personal property at the Property on a full replacement cost basis (exclusive of Tenant's betterments at the Premises) and (ii) Tenant shall maintain Commercial Property Insurance that insures Tenant's personal property and betterments in and about the Premises on a full replacement cost basis. The Commercial Property 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).

13.2. 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 Property, Landlord's personal property, Tenant's betterments in and about the 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 Tenant shall endorse its Commercial Property Insurance policy to reflect such waiver of subrogation. The above waiver of subrogation applies whether or not there are any deductibles or self-insurance.

13.3. 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 each Party's operations at the Property or Premises, as applicable, independent contractors, product-completed operations, personal injury, and advertising injury, and contractual liability that includes this Lease as an insured contract. The

Parties recognize that Landlord is a Texas municipal corporation that retains certain sovereign and/or special immunities by law

13.4. Ratings, Certificates. With respect to CGL Insurance, Tenant shall name Landlord 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 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 13 (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 13 set forth the minimum amounts and scopes of coverage to be maintained by 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 13.

14. Indemnification.

SUBJECT TO THE WAIVER OF SUBROGATION PROVISION IN SECTION 13 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 PROPERTY. SUBJECT TO THE WAIVER OF SUBROGATION PROVISION IN SECTION 13 ABOVE AND TO THE EXTENT PERMITTED BY LAW, 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 PROPERTY. NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF THE CONCURRENT NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TENANT, ITS AGENTS, EMPLOYEES, OR CONTRACTORS 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 14 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, EX-

PERT WITNESS FEES, AND OTHER EXPENSES INCURRED IN CONNECTION WITH ANY CLAIM, ACTION, OR PROCEEDING BROUGHT WITH RESPECT TO SUCH INJURY OR DAMAGE. THE OBLIGATIONS OF TENANT AND LANDLORD UNDER THIS SECTION 14 SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

15. Default by Tenant.

15.1. 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 18.3 below**, 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 Property 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.

15.2. Remedies in Default. On the occurrence of a Tenant Default and after the applicable notice and cure period, 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 (as defined below), 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 Minimum 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 Property 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 Property would not be leased and therefore 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.**

15.3. 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 PROPERTY.

16. 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 cure promptly and diligently the failure) after receiving notice from 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 such 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).

17. Surrender. Tenant shall, prior to the expiration of the Term and at its sole cost and expense, (i) clean and restore the Premises to the same or better condition as on the Commencement Date, and (ii) repair any damage caused to the Property or the Premises resulting from the use or occupancy of the Property or the Premises by Tenant. In addition, Tenant may remove, at its sole discretion, its moveable trade fixtures (e.g., modular vault, safe deposit box assemblies, ATMs, signs, and all other personal and/or proprietary property) (collectively, “**Tenant’s Trade Fixtures**”). At the expiration of the Lease Term, the existing improvements within the Premises (and such of Tenant’s Trade Fixtures as Tenant elects not to remove), without the payment of compensation or consideration of any kind to Tenant, become Landlord’s sole property, free and clear of any and all claims of Tenant. At the expiration of the Lease Term, Tenant shall, if requested by Landlord, execute any and all documents necessary to evidence that title to the Improvements (and such of Tenant’s Trade Fixtures as Tenant elects not to remove) is in Landlord and to extinguish and remove any cloud or potential cloud on the title to the Premises and/or the Improvements (and such of Tenant’s Trade Fixtures as Tenant elects not to remove) created by Tenant.

18. Assignment and Subletting.

18.1. Landlord’s Consent. Except as otherwise provided in this **Section 18**, Tenant shall not assign this Lease or sublet the whole or any part of the 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 Premises under the proposed Transfer does not violate any restrictive covenant or exclusive use provision applicable to the 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.

18.2. No Assignment. The following events are not considered a Transfer under this Section 18: (i) a change in ownership of Tenant as a result of a merger, consolidation, reorganization, or joint venture; (ii) 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; (iii) the Transfer of this Lease to any entity that controls, is controlled by, or is under common control with Tenant; or (iv) 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. 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.

18.3. Resolution & Recovery.

18.3.1. "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 18.3 only, "Affiliate" means any entity that controls, is controlled by, or is under common control with Tenant.

18.3.2. Notwithstanding anything set forth in this Lease to the contrary, if a Resolution Event occurs, and Tenant or an Affiliate continues to (a) pay all rent and other charges under this Lease timely and (b) abide by the other material terms of this Lease, Landlord shall not, while a Resolution Event is pending (and, except as otherwise provided in Section 18.3.4 below, for a period of eighteen (18) months thereafter): (i) terminate or modify this Lease; (ii) recapture the Premises; (iii) prevent renewal of this Lease pursuant to a right to renew set forth in this Lease (if any); (iv) suspend any services provided to Tenant, an Affiliate, or the Premises under this Lease; or (v) otherwise exercise remedies under or in respect of this Lease arising from a Resolution Event.

18.3.3. 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 this 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.

18.3.4. Notwithstanding anything set forth in this Section 18.3 to the contrary, Landlord is not required, even during a Resolution Event, to allow Tenant or an Affiliate to occupy the Premises after the final expiration date of this Lease.

19. Notices.

19.1. 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) Certified Mail, return receipt requested, with postage paid; (c) nationally recognized overnight courier, with all fees paid; or (d) email (but only if a Party's email address is included in its notice address below or is otherwise provided to the other Party by a Notice).

19.2. Addresses. Each Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "Addressee") at the address(es) listed below or to another Addressee or at another address as designated by a party in a Notice pursuant to this Section 19.

To Landlord: City of Seguin, Texas
Attn: Steve Parker
205 North River Street
Seguin, Texas 78155
E: sparker@seguintexas.gov

To Tenant: Wells Fargo CPG
Attn: Property Admin (BE190442)
MAC D1116-L10
1525 West W.T. Harris Blvd.
Charlotte, NC 28262
E: PropertyAdmin@WellsFargo.com

19.3. Effectiveness of a Notice. Except as provided elsewhere in this Lease, a Notice is effective only if (i) the Party giving the Notice has complied with the two subsections set forth above and (ii) the Notice is deemed to have been received by the Addressee. A Notice is deemed to have been received by the Addressee as follows: (a) if a Notice is delivered in person, sent by Certified Mail, or sent by nationally recognized overnight courier: on the earlier of the date of delivery or the date the Notice is available for pickup, all as evidenced by the records of the delivering person or entity; (b) if a Notice is sent by email: on the date the email Notice is sent to the Addressee's email address; and (c) if the Addressee rejects or otherwise refuses to accept the Notice (e.g., if the Addressee does not pick up the Notice timely), or if the Notice cannot be delivered because of a change in address for which no Notice was given: upon the rejection, refusal, or inability to deliver the Notice, which shall be deemed to be the date of rejection, refusal, inability to deliver, or availability for pickup, all as evidenced by the records of the delivering person or entity. If a Notice is sent by email, the Party sending the Notice also must send, unless such requirement is waived in a return email from the receiving Party, a confirmation copy of the Notice by one of the other methods in the first subsection set forth above within three (3) business days after the send date of the email, but the lack of delivery of such other Notice does not negate the email Notice.

19.4. 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.

20. Quiet Enjoyment. Landlord covenants that so long as Tenant has not committed an Event of Default under the terms of this Lease, Tenant will have quiet and peaceful possession of the 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 Property.

21. 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 and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Lease. 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.

22. Additional Terms.

22.1. Default Rate. The “Default Rate” of interest is the lesser of eight percent (8%) per annum or the rate per annum equal to the then current prime interest rate published in The Wall Street Journal in its “Money Rates” section.

22.2. Successors or Assigns. The terms, conditions, covenants, and agreements of this Lease extend to and are binding upon Landlord, Tenant, and their successors and assign, if any, and upon any person or entity coming into ownership or possession of any interest in the Property by operation of law or otherwise.

22.3. 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.

22.4. 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.

22.5. Amendment. The Parties may amend this Lease only by a written agreement of the Parties that identifies itself as an amendment to this Lease.

22.6. Headings/Captions. 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. The words “herein”, “hereof”, and “hereto” when used in this Lease refer to this Lease in its entirety and not solely to any specific sentence, paragraph, or section.

22.7. Choice of Law. The laws of the state, commonwealth, or jurisdiction where the Property is 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.

22.8. Authority to Execute. Each Party represents to the other Party that this Lease: (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 Lease 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.

22.9. 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.

22.10. Counterparts & Digital Signatures. The Parties may execute this Lease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Lease. The signatures of all Parties need not appear on the same counterpart. This Lease 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 Lease is effective upon delivery of one executed counterpart from each Party to the other Party. In proving this Lease, a party must produce or account only for the executed counterpart of the Party to be charged.

22.11. 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.

22.12. 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.

22.13. Time of the Essence. Time is of the essence in this Lease.

22.14. 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 Premises are located ("**Bank Holiday**"). To compute a time period under this Lease when the period is stated in days or a longer unit of time: (i) exclude the day of the event that triggers the period; (ii) count every day, including intermediate Saturdays, Sundays, and Bank Holidays; and (iii) include the last day of the period, but if the last day is a Saturday, Sunday, or Bank Holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or Bank Holiday.

22.15. 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.

22.16. 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.

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

22.18. Anti-Money Laundering, Sanctions, and Anti-Corruption. “AML Laws” means all U.S. anti-money laundering laws that criminalize money laundering or any predicate crimes to money laundering. “Anti-Corruption Laws” means the U.S. Foreign Corrupt Practices Act and any similar applicable statute, rule, or regulation relating to bribery or corruption. “Sanctions” means any economic, trade, or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, or anti-terrorism laws imposed from time to time by the United States government including but not limited to those administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control. Each Party represents to the other Party that it is not a target of Sanctions and will not directly or indirectly transfer any of its interest in the Lease to a target of Sanctions. At all times during the Lease Term each party shall not violate applicable Sanctions, AML Laws, or Anti-Corruption Laws to the extent that such violation results in it being unlawful for the non-violating party to transact business under the Lease with the violating party. If a violation occurs that results in it being unlawful for the non-violating Party to transact business under the Lease with the violating Party, the non-violating Party may suspend, upon written notice thereof to the violating Party, any monetary obligations under the Lease until such time as the violating Party is no longer in violation. In addition, if such violation is not cured promptly, the non-violating Party may terminate the Lease upon prior written notice thereof to the violating Party.

22.19. 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.

22.20. Merger/Prior Leases. 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.

23. 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:

Tenant:

CITY OF SEGUIN, TEXAS

WELLS FARGO BANK, N.A.

By: [Signature]

By: DocuSigned by:
Clark Tabbert

Print Name: Steve Packer

Print Name: Clark Tabbert

Title: City Manager

Title: Vice President

By: DocuSigned by:
Juan Vaca

Print Name: Juan Vaca

Title: officer

EXHIBIT A

PREMISES & MOTOR BANK



