SECOND AMENDMENT TO LEASE AGREEMENT

College Station TX (Texas A&M University – Multiple ATM Locations) (BE #120503, 120504, 120505, 120541, 101758)

THIS SECOND AMENDMENT TO LEASE AGREEMENT is entered into by TEXAS A&M UNIVERSITY ("Lessor"), and WELLS FARGO BANK, N.A., a national banking association, successor in interest to Victoria Bank & Trust Company ("Lessee"), as of the date this Amendment is executed by the last to sign of Lessor and Lessee as shown on the signature page(s) attached hereto, with reference to the following recitals of facts.

A. Lessor and Lessee are parties to that certain Lease Agreement dated September 6, 1995 ("Original Lease"), as amended by Student Disbursement Services Program Renewal Agreement dated July 2013 ("First Amendment") (which amendment was intended to renew the agreement for both card services and the automatic teller machines ("ATMs") leased under the Lease Agreement), and Wells Fargo “Living Will” Letter Agreement effective October 18, 2017 (collectively, the “Lease”), with respect to premises in which Lessee operates ATMs, as more fully described in the Lease (the “Premises”). The current expiration date of the Lease is September 30, 2018.

B. Lessor and Lessee desire to amend the Lease, subject to the terms and conditions set forth herein, to confirm certain understandings between Lessor and Lessee with respect to the Lease, to renew the term of the Lease, and make certain other modifications to the Lease, all as more particularly set forth below.

The parties agree as follows:

1. Capitalized Terms. Capitalized terms used in this Amendment that are not specifically defined herein have the meanings given such terms in the Lease.

2. Existing ATMs in the Premises. Pursuant to Section 4 of the Lease, the number of ATMs installed in the Premises may be changed or deleted. The parties confirm that as of the date of this Agreement, the ATMs installed in the Premises are as described in Exhibit A attached hereto and made a part hereof.

3. ATM Volume Reports. Section 15 of the Lease is hereby deleted in its entirety.

4. Renewal Term. The term of the Lease was scheduled to expire on September 30, 2018. The term of the Lease is hereby renewed and extended for a one (1) year term, commencing October 1, 2018 and expiring at midnight at the end of September 30, 2019 unless terminated by either party with sixty (60) days’ written notice in accordance with Section 5.

5. Notice Addresses. Section 16 of the Lease shall be amended to reflect Lessor’s and Lessee’s sole notice addresses as set forth below. Notices may not be sent to the Premises. Any notice sent to the Premises is deemed ineffective. Notices are effective upon receipt. If Lessee 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 has been given, then notice is deemed effective upon such rejection, refusal, or inability to deliver. Notice may be sent by facsimile or e-mail as provided below, but facsimile or e-mail notice is not effective unless the party also sends a copy of such notice to the other party by certified mail/return receipt requested or by nationally recognized overnight courier.
Lessor: Texas A&M University  
Attn: Contract Administration  
1182 TAMU  
College Station, TX 77843-1182

With copy to: The Texas A&M University System  
Office of General Counsel  
Attn: System Real Estate Office  
301 Tarrow, 6th Floor  
College Station, TX 77840-7896  
F: 979-458-6359  
E: sreo@tamus.edu

Lessee: Wells Fargo CPG  
Attn: Lease Admin (BE #120503, 120504, 120505, 120541, 101758)  
MAC D1116-L10  
1525 West W.T. Harris Blvd.  
Charlotte, NC 28262  
F: 704.590.0436  
E: PropertyAdmin@WellsFargo.com

6. **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.

7. **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 Lessor and Lessee, their respective heirs, executors, administrators, successors, and assigns. 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.

8. **Counterparts.** 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 of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile (e.g., Telex, scanned PDF by e-mail, etc.) is as effective as executing and delivering this Amendment in the presence of the other parties to this Amendment. This Amendment is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Amendment, 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 Amendment by facsimile also shall deliver a manually executed counterpart of this Amendment, but the failure to do so does not affect the validity, enforceability, or binding effect of this Amendment.

9. **Authority & Consent.** Each party represents to the other that this Amendment 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 Amendment. In addition, Lessor represents to Lessee that no consent of any third party (e.g., any lender) is required for Lessor to execute this Amendment.

10. **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.

11. **Merger/Prior Agreements.** Section 19 of the Lease shall be deleted and replaced with the following: This Lease is the complete and exclusive Agreement between Texas A&M University and Wells Fargo Bank, N.A., with respect to Lessee’s ATMs in the Premises.

**THIS AMENDMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. 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. 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.

Lessor:

TEXAS A&M UNIVERSITY

By: [Signature]

Print Name: Executive Vice President for Finance and Administration and Chief Financial Officer

Title: [Title]

Date: 09/21/18

Lessee:

WELLS FARGO BANK, N.A.

By: [Signature]

Print Name: Wells Fargo Bank, N.A.

Title: Vice President

Date: 09/17/18

By: [Signature]

Print Name: Charles L. Fields

Title: Vice President

Date: 09/17/18
## EXHIBIT A

ATM Locations:

<table>
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<tr>
<th>Code</th>
<th>Location</th>
<th>Address</th>
<th>City</th>
<th>State</th>
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<tbody>
<tr>
<td>120541</td>
<td>Tamu Commons #440 ATM</td>
<td>440 Lubbock St</td>
<td>College Station</td>
<td>TX</td>
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<tr>
<td>120504</td>
<td>Tamu Koldus Building ATM</td>
<td>383 Joe Routt Blvd</td>
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<td>101758</td>
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