

THIRD AMENDMENT TO LICENSE AGREEMENT

Decatur, TX – 306 W. Main St. (BE #101371)

THIS THIRD AMENDMENT TO LICENSE AGREEMENT is entered into by WISE COUNTY, TEXAS, successor in interest to Sound Warehouse of Dallas, Inc. (“**Licensor**”), and WELLS FARGO BANK, N.A.” (“**Licensee**”), as of the date this Amendment is executed by the last to sign of Licensor and Licensee as shown on the signature pages attached hereto, with reference to the following recitals of facts.

A. Licensor and Licensee are parties to that certain Letter Agreement dated January 7, 2015, as amended by First Amendment to License Agreement dated November 5, 2015, Wells Fargo “Living Will” Letter Agreement dated April 12, 2017 (executed by Licensor on April 19, 2017), and by Second Amendment to License Agreement dated June 5, 2018 (collectively, the “**License Agreement**”), pursuant to which Licensor granted Licensee the right to use certain portions of the property located at 306 W. Main St., Decatur, TX (the “**Property**”), as more fully described in the License Agreement (the “**Premises**”).

B. Subject to the terms of this Amendment, the parties desire to modify the License Agreement as 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 License Agreement.

2. **Extension Term.** The current term of the License Agreement expires on January 6, 2020. The term of the License Agreement is hereby extended for an additional term beginning January 7, 2020, and expiring at midnight at the end of January 6, 2021 (the “**Extension Term**”). During the Extension Term, Licensee shall pay to Licensor a fee of \$1,200.00 per month in accordance with the terms of the License Agreement.

3. **Further Extension Option.** Licensee may have the option to extend the term of the License Agreement for five (5) successive one (1) year terms thereafter (each, an “**Additional Extension Term**”) by sending written notice of extension at least ninety (90) days prior to the expiration of the Extension Term. Upon exercise of the foregoing option, each Additional Extension Term shall be automatically extended unless terminated by the Licensee by written notice given to Licensor at least ninety (90) days prior to the termination of the applicable Additional Extension Term. During the Additional Extension Terms, Licensee shall pay to Licensor a fee of \$1,200.00 per month in accordance with the terms of the License Agreement.

4. **Option to Terminate.** At any time after January 7, 2021, either party may terminate this License Agreement upon 60 days’ prior written notice to the other party, in which event the parties have no further rights or liabilities hereunder (except for any that expressly survive termination of this License).

5. **Relocation.** If Licensor desires to redevelop the Property, and subject to the terms of this Section 5, Licensor shall be entitled to cause Licensee to relocate from the Premises to a comparable space within the Property (the “**Relocation Space**”) upon prior written notice to Licensee. Such relocation shall not terminate or otherwise affect or modify this License Agreement except that, from and after the date of such relocation, “Premises” shall refer to the Relocation Space into which Licensee has been moved, rather than the original Premises as herein defined. Licensor shall give Licensee at least one hundred eighty (180) days prior written notice of the proposed Relocation Space. If the parties mutually agree (i) upon the Relocation Space and (ii) a mutual relocation split of costs (collectively, the “**Relocation Conditions**”)

within 30 days after Licensee's receipt of the relocation notice, then the ATM shall be relocated by Licensee not later than 180 days after the date of Licensors' initial notice. However, if the parties cannot agree upon the Relocation Conditions within 30 days after Licensee's receipt of the relocation notice despite commercially reasonable good faith efforts, then either party may terminate this License by sending written notice of termination within ten (10) business days after expiration of the 30-day notice period, in which case this License Agreement shall terminate as of the last day of the original 180-day notice period. As of the termination date, the parties shall be relieved from any and all liability hereunder, except as to outstanding obligations accrued and existing hereunder as of the termination date and except as to any obligations which are expressly stated to survive the termination of this License Agreement.

6. Licensee's Notice Address. For purposes of the License Agreement, Licensee's sole notice address is 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 Licensee 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 to Licensee by facsimile or email as provided below, but facsimile or email notice is not effective unless Licensors also sends a copy of such notice to Licensee by certified mail/return receipt requested or by nationally recognized overnight courier.

Wells Fargo CPG
Attn: Property Admin (BE #101371)
MAC D1116-L10
1525 West W.T. Harris Blvd.
Charlotte, NC 28262
F: 704.590.0436
E: PropertyAdmin@WellsFargo.com

7. Licensors' Notice Address. For purposes of the License Agreement, Licensors' notice address is set forth below. Notices are effective upon receipt. If Licensors 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 to Licensors by facsimile or email as provided below, but facsimile or email notice is not effective unless Licensee also sends a copy of such notice to Licensors by certified mail/return receipt requested or by nationally recognized overnight courier.

Wise County, Texas
Attn: J.D. Clark, County Judge
P.O. Box 393
Decatur, Texas 76234
F: 940 627 5743
E: co.judge.co.wise.tx.us

8. 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 other than Lem Miller with Sandia Properties ("**Broker**") and that it knows of no real estate broker or agent other than the Broker entitled to any commission or finder's fee in connection with this Amendment. Tenant shall pay Broker a broker fee pursuant to a separate agreement between Tenant and Broker.

9. Confirmation of License Agreement. Except as otherwise set forth in this Amendment, the License Agreement remains in full force and effect in accordance with its original terms and is binding on Licensors and Licensee, their respective heirs, executors, administrators, successors, and assigns.

10. **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., Telecopier, scanned PDF by email, 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.

11. **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, Licensor represents to Licensee that no consent of any third party (e.g., any lender) is required for Licensor to execute this Amendment.

12. **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.

13. **Merger/Prior Agreements.** THIS AMENDMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE LICENSE AGREEMENT 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 LICENSE AGREEMENT. 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.

Licensor:

WISE COUNTY, TEXAS

By: 

Name: J.D. Clark

Title: Wise County Judge

Date: 8/13/19

Licensee:

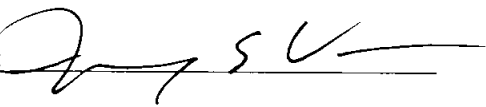
WELLS FARGO BANK, N.A.

By: 

Print Name: Beverly R. Chavez

Title: Vice President

Date: 8/10/2019

By: 

Print Name: Jeffrey S. Vance

Title: Vice President

Date: 8/7/2019