ATM & BRANCH LICENSE

Chapel Hill NC (University of North Carolina) (BE #142743)

This **ATM & BRANCH LICENSE** is entered into by **UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL** ("**Licensor**"), Tar Heel Sports Marketing, LLC, d/b/a Tar Heel Sports Properties, LLC, a Missouri based limited liability company qualified to do business North Carolina ("THSP"), and Learfield Communications, LLC, a Delaware limited liability company qualified to do business in North Carolina ("Learfield," and together with THSP, the ("Contractor")), and **WELLS FARGO BANK, N.A.** ("**Licensee**"), as of the date this License is executed by the last to sign of Licensor and Licensee as shown on the signature page(s) attached hereto. The parties agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a non-exclusive, irrevocable license to install, operate, and maintain a national bank branch (the "**Branch**") and automated teller machines ("**ATM**") at the University of North Carolina at Chapel Hill (the "**University**"). The authorized locations for the Branch and the ATMs (each a "**Location**") are described in Exhibit A attached hereto, and each Location may be revised only by mutual agreement reflected in an amendment to Exhibit A executed by both parties. Each Location includes the following: (a) the non-exclusive right for Licensee, its employees, agents, contractors, and invitees to use any and all entranceways, common areas, corridors, rights of way, or other means of ingress and egress belonging or appertaining to the Location for reasonable vehicular and pedestrian access, as applicable, to and from the Location and (b) the right of Licensee and/or its contractors to install, locate, maintain, and repair utility lines within the Location to provide electricity, telephone service, and computer lines to the ATM.

2. **Term.** The term of this License (the "**Term**") commences on June 1, 2018 (the "**Commencement Date**"), and expires on May 31, 2026 (the "**Expiration Date**"). Licensor may renew the Term of this License for two additional one-year periods by delivering written notice of renewal to Licensee at least two months prior to expiration of the then current term of this Agreement. Either party may terminate this License upon (i) material breach of this License by the other party after a reasonable opportunity to cure; (ii) upon entry of a judgment of bankruptcy or insolvency of the other party; or (iii) upon the termination of the Affinity Card Agreement entered into among the parties on or about the same date as this License.

3. **Fees.** Licensee shall to pay to Contractor (on behalf of Licensor), monthly rent for each Location as set forth in Exhibit A, at Contractor's address: Learfield Communications, LLC, % Tar Heel Sports Properties, LLC, 505 Hobbs Road, Jefferson City, MO 65109. Licensor may update the party and address to which Licensee shall make payments under this Agreement at any time upon at least ten business days' prior written notice thereof to Licensee.

4. **Licensee and Licensor Obligations (Branch).**

4.1. Licensee may use the Branch as a bank branch.

4.2. Upon the expiration or earlier termination of this License, Licensee shall quit and surrender the Branch to Licensor in its then current, but broom-clean, condition. Licensee may remove any or all of Licensee's personal property from the Branch provided that Licensee repairs any damage resulting therefrom. If Licensee does not remove any portion of Licensee's Property from the Premises within ten (10) business days after the expiration or earlier termination of this License, such abandoned portion of Licensee's Property is deemed to be Licensor's property without any further action on the part of Licensee or Licensor.

4.3. Licensor shall, at its sole cost and expense, maintain, repair, and replace, consistent with other buildings at the University all exterior and structural portions of the Location, all Location 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 in which the Branch is located, all in good order and repair and in a clean and safe condition. Licensee shall, at its sole cost and expense, maintain and repair all interior, non-structural portions of the Branch in good order and repair and in a clean and safe condition. 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. If by reason of any work or repairs done by Licensor pursuant to this section (and/or by reason of the failure of Licensor to perform such work or repairs as required pursuant to this section), Licensee is deprived of the use of any portion of the Branch for any continuous period in excess of two (2) days (or for three (3) days in any seven (7) day period) such that Licensee is wholly unable to continue operating the Branch, then monthly rent shall abate from the period 24 hours after the loss of service until Licensee is able to operate the Branch at the University, whether or not at the original Location.

4.4. Licensor shall furnish the following services to the Branch, at Licensor's sole cost and expense, consistent with other buildings at the University: (i) hot and cold water at those points of supply provided for general use of all users of the Location; (ii) central heat and air conditioning sufficient for the comfortable occupancy of the Branch during normal business hours; (iii) facilities to provide electricity for routine lighting and the operation of general office equipment (Licensee shall not use any electrical equipment or machinery that will overload the Location's electrical systems or circuits); (iv) if elevators are located in the Location, elevator service twenty-four (24) hours a day, seven (7) days a week (except during periods of routine service and repairs); (v) all utilities currently located in the Location. If any utilities serving the Branch are shut off due to Licensor's negligence or willful misconduct for two (2) or more consecutive days (or for three (3) days in any seven (7) day period) such that Licensee is wholly unable to continue operating the Branch, then all Rent shall abate from the period 24 hours after the loss of service until such time that Licensee is able to operate the Branch.

5. Licensee and Licensor Obligations (ATMs).

5.1. ATM Operation/Compliance with Laws. Licensee shall continue to operate and maintain the existing ATMs at the Locations in accordance with its reasonable practices and procedures. Licensee's ATMs will be connected to national and/or regional ATM networks (for example, Cirrus, Plus, etc.) for the Term of this License thereby providing maximum access to any ATM cardholder. Licensee is responsible for the control and scope of the installation and operation of the ATM, including services such as first and second line maintenance to ensure that ATMs remain in good order and repair and in a clean and safe condition and cash and supply replenishment. Licensee shall use its customary practices and procedures to ensure that each ATM is operational during the normal business hours at the Location. Licensee's operation of each ATM shall be in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Licensee or an affiliate or subsidiary of Licensee shall be the sole owner or licensee of each ATM.

5.2. Utilities. Licensor shall continue to provide electrical service to operate each ATM.

5.3. ATM Installation and Removal. Upon the expiration or earlier termination of this License, all conduit and electrical, telephone, data communication, and other lines that serve the ATM will

remain at the Location and become the property of Licensor. Licensee shall remove the ATM and any related signage or equipment upon the expiration or earlier termination of this License and Licensee shall repair any damage caused to the Location in connection with such removal, but in no event is Licensee required to restore the Location to its original condition prior to the installation of the ATM.

5.4. Access to Location/Maintenance. Licensor shall provide to Licensee, its agents, employees, and contractors, access to each ATM during normal business hours for the purpose of installing, maintaining, servicing, operating, promoting, and removing each ATM. Licensee shall perform, at Licensee's sole cost and expense, any necessary repair or maintenance of Licensee's ATM and related equipment at the Location. Licensee may, at its own expense, and with notification to Licensor, upgrade/replace any ATM. Licensor has no liability for the performance thereof or the payment therefore. If Licensee is performing any work on the exterior of a Licensor building, Licensor's consent is required prior to the commencement of any such work. Licensee shall not unreasonably interfere with the normal operations of Licensor's business in or about the Location. Licensor shall provide reasonable access to and around each ATM. Licensor shall take reasonable measures to keep the area in front of the ATM free and clear of anything that blocks the view of or access to the ATM. Licensor shall perform, at Licensor's sole cost and expense, all maintenance and repair of the common areas, driveways, and parking areas on or about the Location. Licensee shall have no liability for the performance thereof or the payment therefor.

5.5. Signage. Licensor shall allow Licensee to install such signage at each Location with prior approval from Licensor and consistent with Licensor's Facilities Use Policy, at its sole cost and expense, from time to time as necessary to identify the ATM to potential users, to identify ATM Networks accessed, to comply with all federal, state, and ATM network regulations, and to promote maximum usage of such ATM.

5.6. Security. Licensor has no responsibility for the security of any ATM other than to act in accordance with its customary practices and procedures with respect to each Location and its property contained therein. In addition, Licensor is not responsible for, and shall not interfere with, the operation of any ATM at the Location. Licensee has no responsibility or liability for security in or about the Location other than to act in accordance with its customary practices and procedures with respect to the ATM, but Licensee shall reasonably cooperate with Licensor in the event a security breach occurs.

5.7. ATM Location Adjustments. Licensor may occasionally remodel, expand, relocate, and/or construct a new location at the University. If an ATM must be relocated as a result of a remodel or expansion, Licensor may, after providing at least sixty (60) days' prior written notice to Licensee, relocate the ATM from or relocate the ATM within such Location, at Licensor's sole cost and expense, to a location acceptable to both parties, to be mutually determined. Any payments of fees will be suspended during any time the ATM is not in service. If Licensee does not approve the relocation to the proposed new site for the ATM, then Licensee may terminate this License as to such ATM.

5.8. Personal Property. Each ATM remains the property of Licensee at all times and will not be construed as a fixture or in any way affixed so as to become part of the real property at the Location.

5.9. Right of First Refusal. During the Term of this Agreement, if Licensor desires to install additional ATMs at new locations on campus, Licensor shall notify Licensee of such fact and shall submit to Licensee a proposal containing the same provisions and conditions as those proposed to any other entity. Licensee shall have sixty (60) business days after Licensor submits such proposal to accept

the proposal in writing. If Licensee fails to accept such proposal within the sixty (60) day period, then at such time Licensee's Refusal Right shall be void and Licensor may allow another financial institution to place an ATM in that location. If Licensee accepts the proposal, the parties shall promptly modify this Licensee to reflect the new Location. For the avoidance of doubt, this right does not extend to any ATM location with other banks currently existing on Licensor's owned or leased property as of the date of this License.

6. Insurance.

6.1. Licensor Insurance. The nature and extent of Licensor's insurance are described on the attached Certificate of Insurance from the North Carolina Department of Insurance Risk Management Division. Licensor carries no insurance covering the property of Licensee.

6.2. Licensee Insurance.

6.2.1. Generally. Licensee's insurance policies shall meet all laws of the State of North Carolina and shall be obtained from companies licensed or approved to do business in the State of North Carolina with an A.M. Best rating of not less than A-VII. The minimum coverage limitations indicated below shall not be interpreted as limiting Licensee's liability and obligations under this Agreement. University shall not be deemed or construed to have assessed the risk that may be applicable to Licensee. Licensee shall assess its own risks and, if it deems appropriate, maintain higher limits and broader coverages. University shall be listed as an additional insured. Licensee will provide thirty (30) days advance notice to University, either directly or through the insurer, of any cancellation or non-renewal of a policy. The insurance policies must be written on a primary basis and any insurance or self-insurance maintained by University shall be non-contributing. Licensee shall provide to Licensor certificates evidencing the insurance maintained pursuant to this Section 6.2.

6.2.2. Commercial General Liability. Licensee, at its sole cost and expense, shall maintain Commercial General Liability (CGL) insurance (ISO form CG0001 or equivalent) with the following minimum limits of liability: (i) General Aggregate: $2,000,000; (ii) Products/Completed Operations Aggregate: $2,000,000; (iii) Personal/Advertising Injury: $1,000,000; and (iv) Each Occurrence Limit: $1,000,000. Umbrella or excess liability insurance may be used to meet the CGL coverage limit requirements.

6.2.3. Workers' Compensation Insurance. Licensee, at its sole cost and expense, shall maintain Workers' Compensation Insurance in accordance with the limits and terms required by the laws of North Carolina, as well as Employers' Liability coverage with minimum limits of $500,000, covering all of Licensee's employees who are engaged in any work under this Agreement. If any work is sublet, the Licensee shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under this Agreement.

6.2.4. Automobile Liability Insurance. Licensee, at its sole cost and expense, shall maintain Automobile Liability Insurance, to include liability coverage, covering all owned, non-owned, employee non-owned, leased, and hired vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 bodily injury and property damage per accident. Umbrella or excess liability insurance may be used to meet the Automobile Liability coverage limit requirements.

6.2.5. Insurance Company. Notwithstanding anything set forth to the contrary in this Section 6.2, Licensee 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 Licensee'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.

7. Indemnification.

Licensee shall indemnify, hold harmless, pay, and reimburse Licensor and Contractor from and for any and all losses, damages, liability, or expenses (including reasonable attorneys' fees, court costs, and expert witness fees if awarded by a court of competent jurisdiction) actually incurred by Licensor or Contractor, arising from loss of life, personal injury, data breach, and/or property damage, caused by or resulting from, in whole or in part, any negligent act or omission or intentional misconduct of Licensee, its agents, employees, or contractors, in connection with Licensee's use or occupancy of the Location. To the extent and in the manner permitted by law, Licensor shall indemnify, hold harmless, pay, and reimburse Licensee from and for any and all losses, damages, liability, or expenses (including reasonable attorneys' fees, court costs, and expert witness fees if awarded by a court of competent jurisdiction) actually incurred by Licensee, 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 Licensor, its agents, or employees in connection with the Location. Notwithstanding the foregoing, in the event of the concurrent negligence or intentional misconduct of Licensee, its agents, employees, or contractors on the one hand and that of Licensor, 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 7 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, awarded 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. The obligations of Licensee and Licensor under this Section 7 survive the expiration or earlier termination of this License.

8. Condemnation/Eminent Domain. If all or any portion of the University is acquired for any public or quasi-public use through taking by condemnation, eminent domain, or any like proceeding, or purchase in lieu thereof, such that Licensee reasonably determines that the Location cannot continue to be operated for its then current use, then Licensee may terminate this License with respect to such Location as of the date the condemning authority takes title or possession, whichever first occurs, and all rentals shall be paid up to that date.

9. Casualty Damage. If during the Term the Location or improvements thereon are damaged or destroyed by fire or other casualty, Licensee shall repair or restore such improvements. Licensee shall complete the work of repair or restoration with due diligence. Monthly rent will equitably abate while such improvements are being repaired or restored. Notwithstanding the foregoing, Licensee may, to be exercised within sixty (60) days after such event, either (i) repair or restore such improvements as hereinabove provided, or (ii) terminate this License by notice to Licensor, which termination is deemed to be effective as of the date of the casualty. If Licensee terminates this License pursuant to this Section 9, Licensee shall surrender possession of the Location to Licensor, and neither party shall have any further liability hereunder.

10. Assignment and Subletting. Licensee shall not assign this License or sublet the whole or any part of the Location without the prior written consent of Licensor.

11. Notice. Each party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**" (but sometimes "**notice**")) pursuant to this License 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 License is a writing: (a) personal delivery of written notice; (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 below 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 below or is otherwise provided to the other party by a Notice). Each party giving a Notice shall address the Notice to the appropriate person at the receiving party (the "**Addressee**") at the addresses listed below or to another Addressee or at another address as designated by a party in a Notice pursuant to this Section 11. Except as provided elsewhere in this License, a Notice is effective only if (A) the party giving the Notice has complied with the 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 above (or else such facsimile or email notice is void).

Notice Addresses for Each "**Addressee**":

Licensor:
University of North Carolina at Chapel Hill
Attn: Melinda Bakken
Director of Campus Card Services
UNC One Card Office
CB#1530, 207 South Rd
Chapel Hill, NC 27599
F: 919.962.8217
T: info@aux-services.unc.edu

Licensee:
Wells Fargo CPG
Attn: MAC D1116-L10 (BE #142743)
1525 West W.T. Harris Blvd.
Charlotte, NC 28262
F: 704.590.0436
E: PropertyAdmin@WellsFargo.com

Contractor:
Learfield Communications, LLC
% Tar Heel Sports Properties
505 Hobbs Road
Jefferson City, MO 65109
F: _____
E: _____

12. Additional Terms.

12.1. General Terms. (i) Licensor, its agents, servants, or employees shall not have the right to enter the Location except in the presence of Licensee or Licensee's authorized representative provided that University police may enter the Location if responding to a call; (ii) Licensor and Licensee acknowledge that each of them and their respective counsel have had an opportunity to review this License and that this License shall not be construed for or against either party merely because such party prepared or drafted this License or any particular provision thereof; (iii) The descriptive headings/captions of the sections and subsections of this License are for convenience only, do not constitute a part of this License, and do not affect this License's construction or interpretation; (iv) The parties may amend this License only by a written agreement of the parties that identifies itself as an amendment to this License; (v) The parties may execute this License in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement; (vi) The submission of this License to Licensee does not constitute an offer to lease; (vii) This License shall become effective only upon the execution and delivery thereof by both Licensor and Licensee; (viii) The prevailing party in any litigation involving this License shall be entitled to reasonable attorneys' fees actually incurred; (ix) The laws of the state, commonwealth, or jurisdiction where the Location are located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this License and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement; (x) The terms, conditions, covenants, and agreements of this License extend to and are binding upon Licensor, Licensee, 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 Location by operation of law or otherwise; (xi) If any term, covenant, or condition of this License or the application thereof to any person or circumstance is, to any extent, invalid, illegal, or unenforceable, the remainder of this License, 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 License remains valid and enforceable to the fullest extent permitted by law, but only if the essential terms and conditions of this License for each party remain valid, binding, and enforceable; and (xii) Except where otherwise expressly provided for in this License, any consent or approval required under this License shall not be unreasonably withheld, delayed, conditioned, denied, or otherwise refused in any manner.

12.2. Business Day. "**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 Location are located; If the last day of any time period hereunder, or the last day for performance of any obligation, or for giving any notice, or for taking any other action hereunder falls on a day that is not a Business Day, then such last day shall be extended to the first day thereafter that is not a Business Day.

12.3. Waiver. The parties may waive any provision of this License 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 License, 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.

12.4. Advertising. Licensee may operate the Branch and its ATMs under any Licensee 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. Licensor and Licensee 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 (for Licensor, such consent is only effective if given by the University's Director of Trademarks and Licensing); provided, however, that Licensee is permitted to include the location/address of the Branch and ATMs in Licensee's directories of banking facility locations at the University published by Licensee from time to time.

12.5. Quiet Enjoyment. During the Term, Licensor covenants and agrees, provided Licensee pays all monthly rent and performs the terms and conditions of this License as and when required, to take all necessary steps to secure to Licensee and to maintain for the benefit of Licensee the quiet and peaceful possession and enjoyment of the Location and all rights appurtenant thereto, without disturbance, hindrance, or molestation by Licensor or any other person claiming title to the Location, the shopping center or development of which the Location is a part, or any part thereof of either of the foregoing, and Licensor warrants and forever agrees to defend Licensee's interest under this License against the claims of any and all persons. For avoidance of doubt, this paragraph relates to the legal concept of "quiet enjoyment," and Licensee acknowledges and agrees that the area surrounding the Branch Location is rarely quiet and may be the site of peaceful demonstrations and gatherings.

12.6. Force Majeure. If either Licensor or Licensee is delayed or prevented from completing the performance of any obligation under this License (other than the timely compliance with payment obligations) by reason of accident, fire, act of God, public enemy, injunction, riot, strike, lockout, blackout, insurrection, war, terrorist attack, court order, requisition or order of governmental body or authority, inability to procure labor or materials from normally available sources, or by any other cause without its fault and beyond its reasonable control (a "**Force Majeure**"), completion will be excused for the period of such delay and the date for completion will be extended for the period of such delay provided notice of the occurrence or encountering of such cause is given to the other party within ten days after such occurrence or encounter and notice of the duration of such cause is given with ten days after the cessation of such cause.

12.7. Access to Persons and Records. The North Carolina State Auditor and the University's internal auditor shall have access to persons and records as a result of all contracts or grants entered into by the University in accordance with N.C. Gen. Stat. §147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and the University's internal auditor may audit the records of the contractor during the term of the agreement to verify accounts and data affecting fees or performance).

12.8. Effectiveness; Date. This License will become effective when all parties have signed it. The date this License 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 License. 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 License 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 License then such date is the date of this License.

12.9. 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 shall 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 while performing their respective obligations under this Lease to the extent that such violation results in it being unlawful for the non-violating party to transact the business under the Lease with the violating party. A breach of this provision shall give the non-violating party the option, exercisable in its sole discretion, to terminate the Lease or to avail itself of any other remedy at law or in equity.

12.10. Dodd-Frank Act Compliance. Licensor and Licensee acknowledge (i) that Licensor provides only a license to License to use the space described in this License during the term of this License and (ii) that no provision of this License provides Licensee with a real property interest in any Licensor property or facilities. However, if required pursuant to the Dodd-Frank Act, and notwithstanding anything set forth to the contrary in Section 2 above, Licensor will allow Licensee to remain in the space described in this License during an insolvency related event, including the appointment of a receiver pursuant to federal law.

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

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

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

Licensor:

UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

By: _____
Jonathan Pruitt,
Vice Chancellor for Finance & Operations

Date: 10-31-18

Contractor:

By: Robert J. Steiger
Robert J. Steiger
DIRECTOR, CAMPUS + (LOANFIELD)

Date: 8/1/18

Licensee:

WELLS FARGO BANK, N.A.

By: _____

Print Name: James L. Rock, Sr.

Title: Vice President

Date: 7/2/18

By: Tammy Wilson

Print Name: Tammy Wilson

Title: Vice President

Date: 7/3/18

EXHIBIT A

LIST OF LOCATIONS

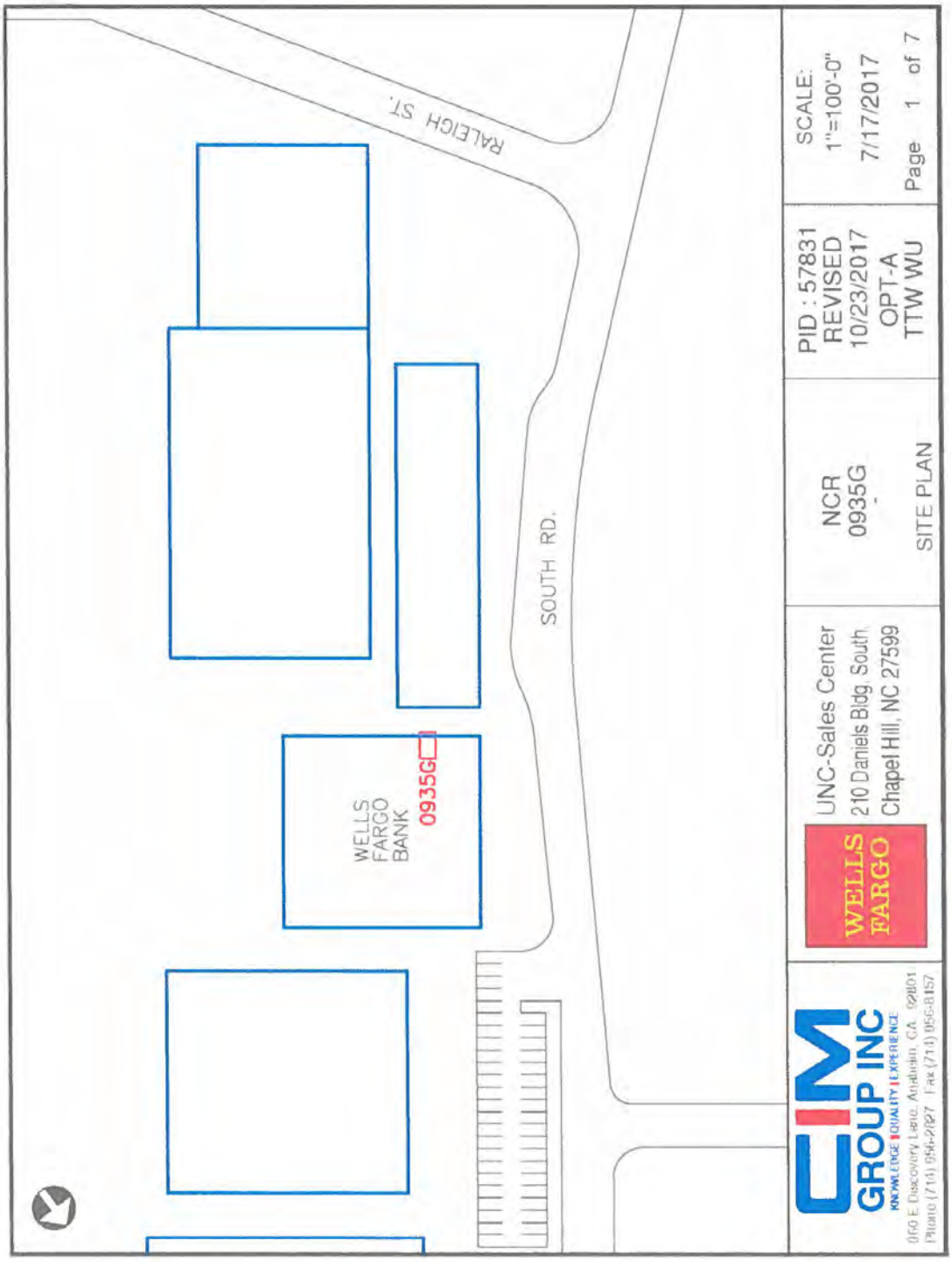
1. UNC Student Center Specialty Store and lobby ATM (207 Daniels Bldg, South Road, Chapel Hill, NC): $1,025.00 per month rent

2. UNC Student Center Full-Service ATM (207 Daniels Bldg, South Road, Chapel Hill, NC): $1,525.00 per month rent

3. UNC Chase Hall Full-Service ATM (104 Ridge Rd, Chapel Hill, NC): $1,025 per month rent

4. Thurston Bowles Building Cash Dispensing ATM (96 Manning Dr., Chapel Hill, NC): $500 per month rent

[See ATM Site Plans Attached]


RALEIGH ST.
SOUTH RD.
WELLS FARGO BANK
0935G
CIM GROUP INC
KNOWLEDGE | QUALITY | EXPERIENCE
WELLS FARGO
UNC-Sales Center
210 Daniels Bldg. South
Chapel Hill, NC 27599
NCR
0935G
SITE PLAN
PID : 57831
REVISED
10/23/2017
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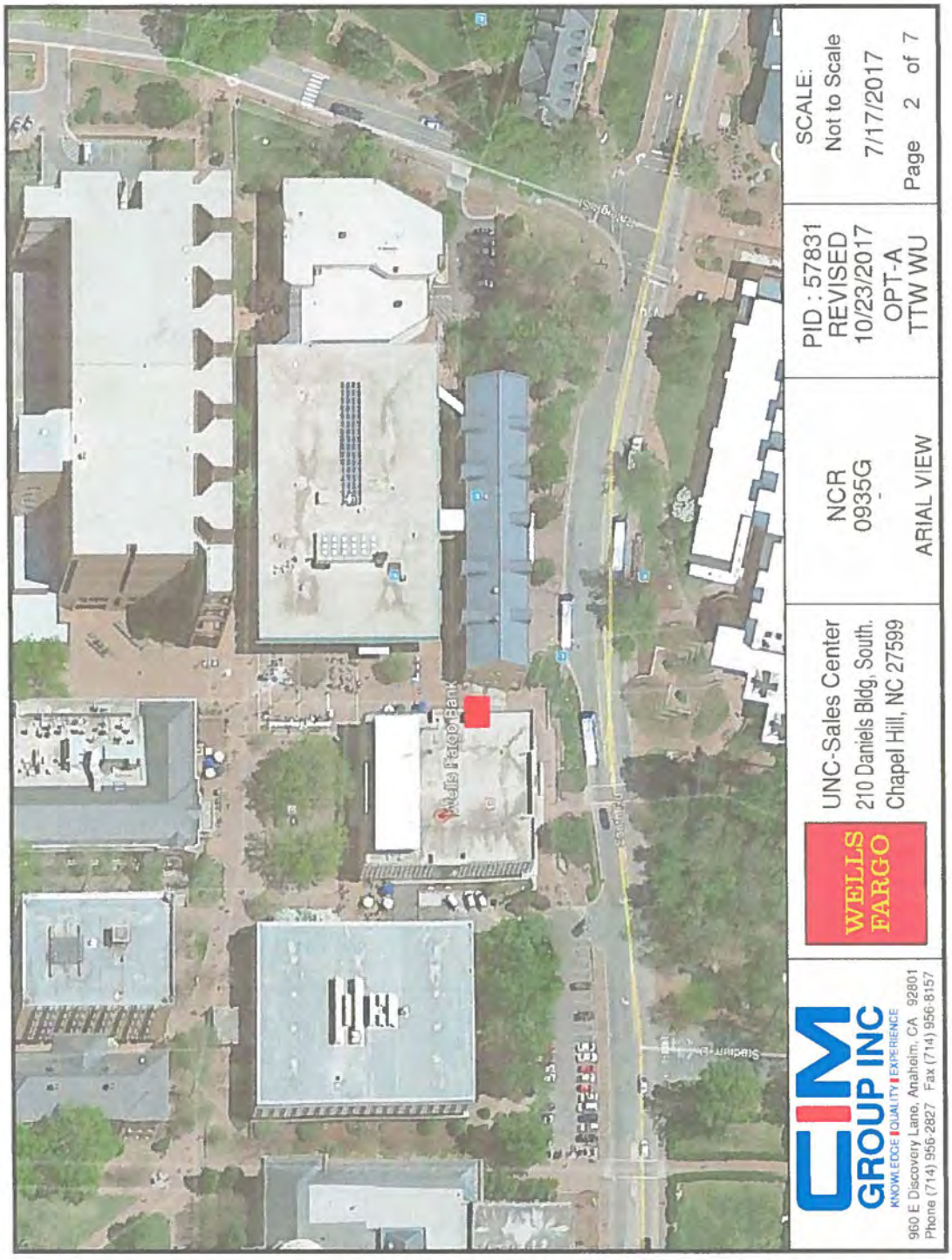
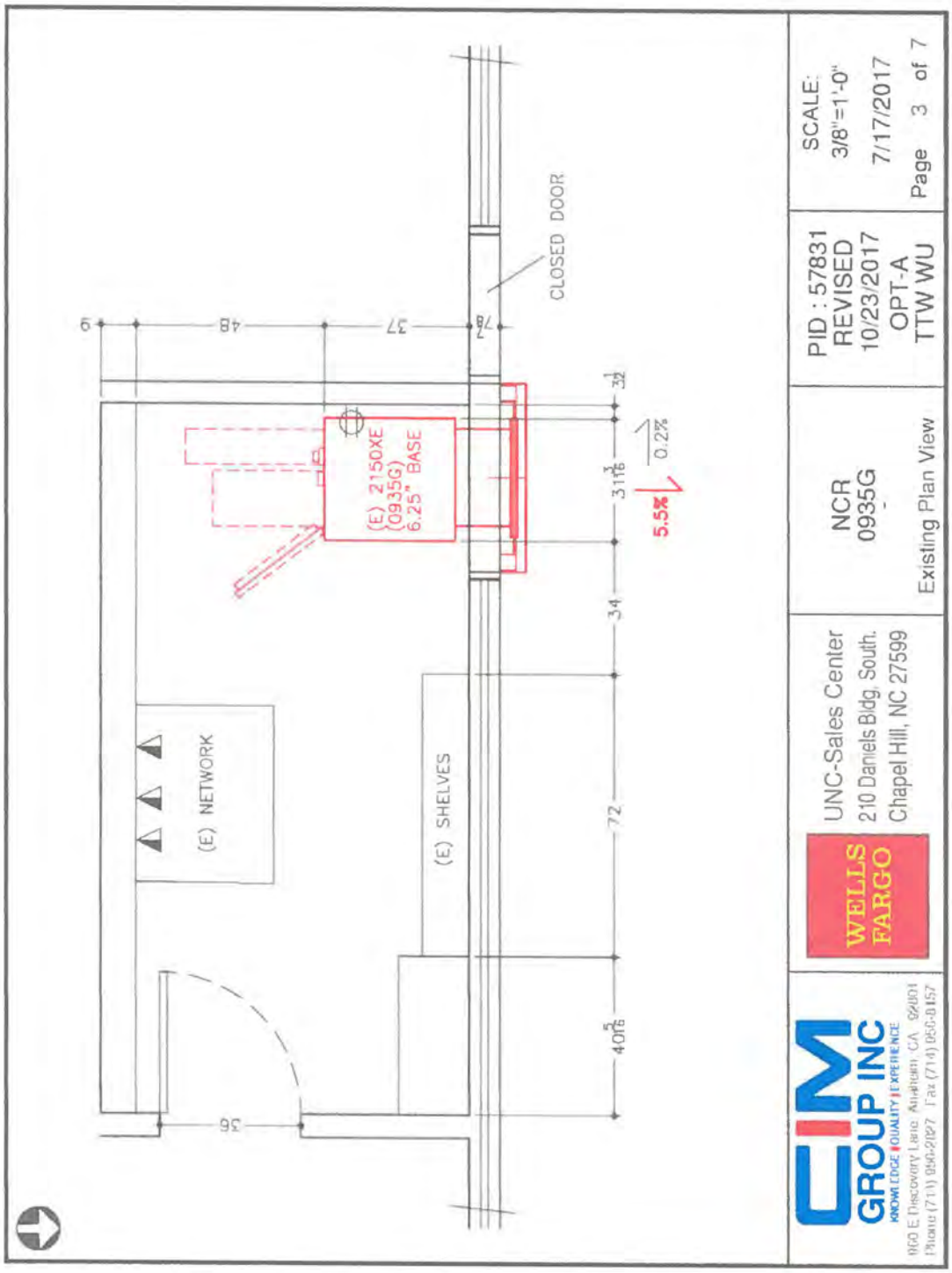
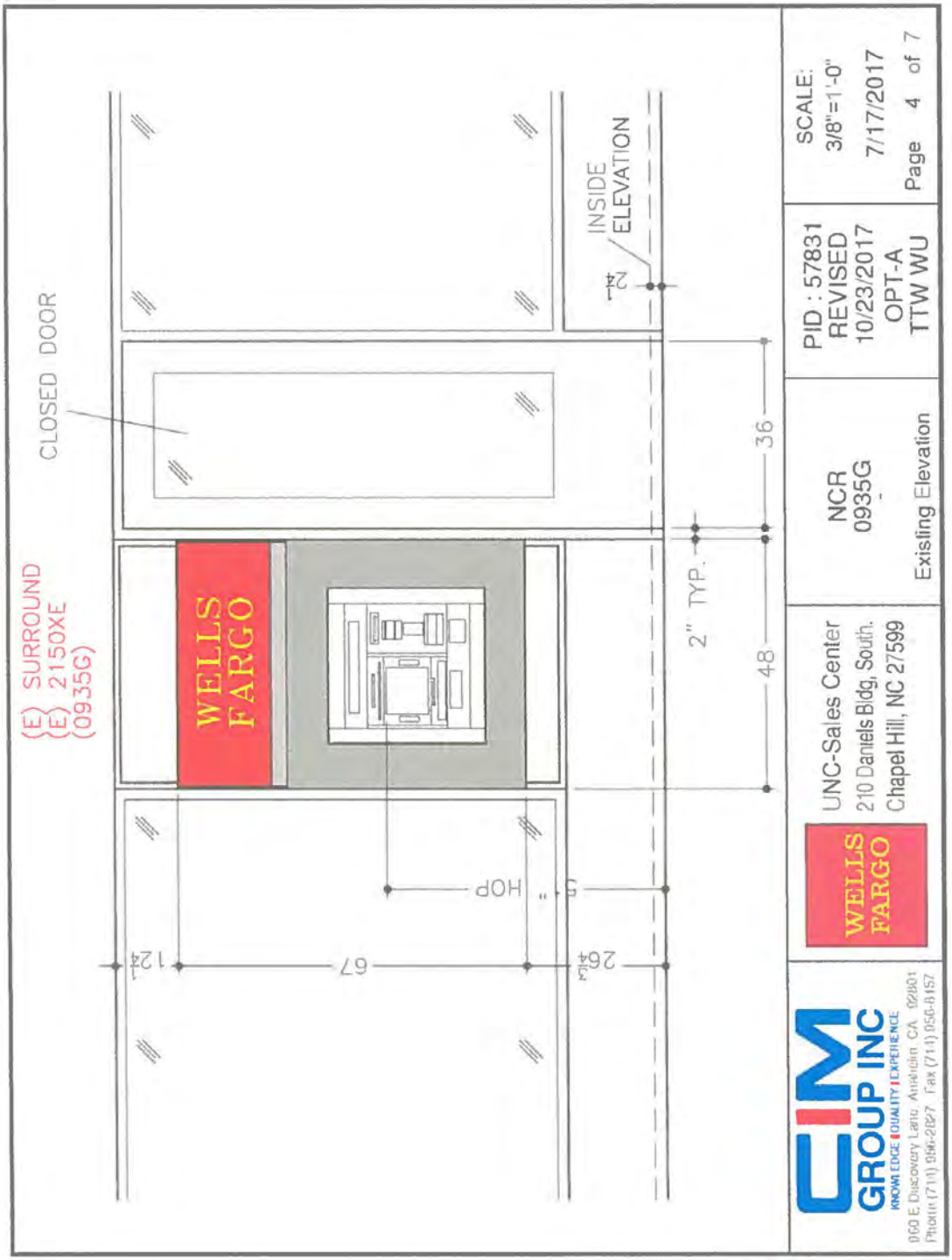
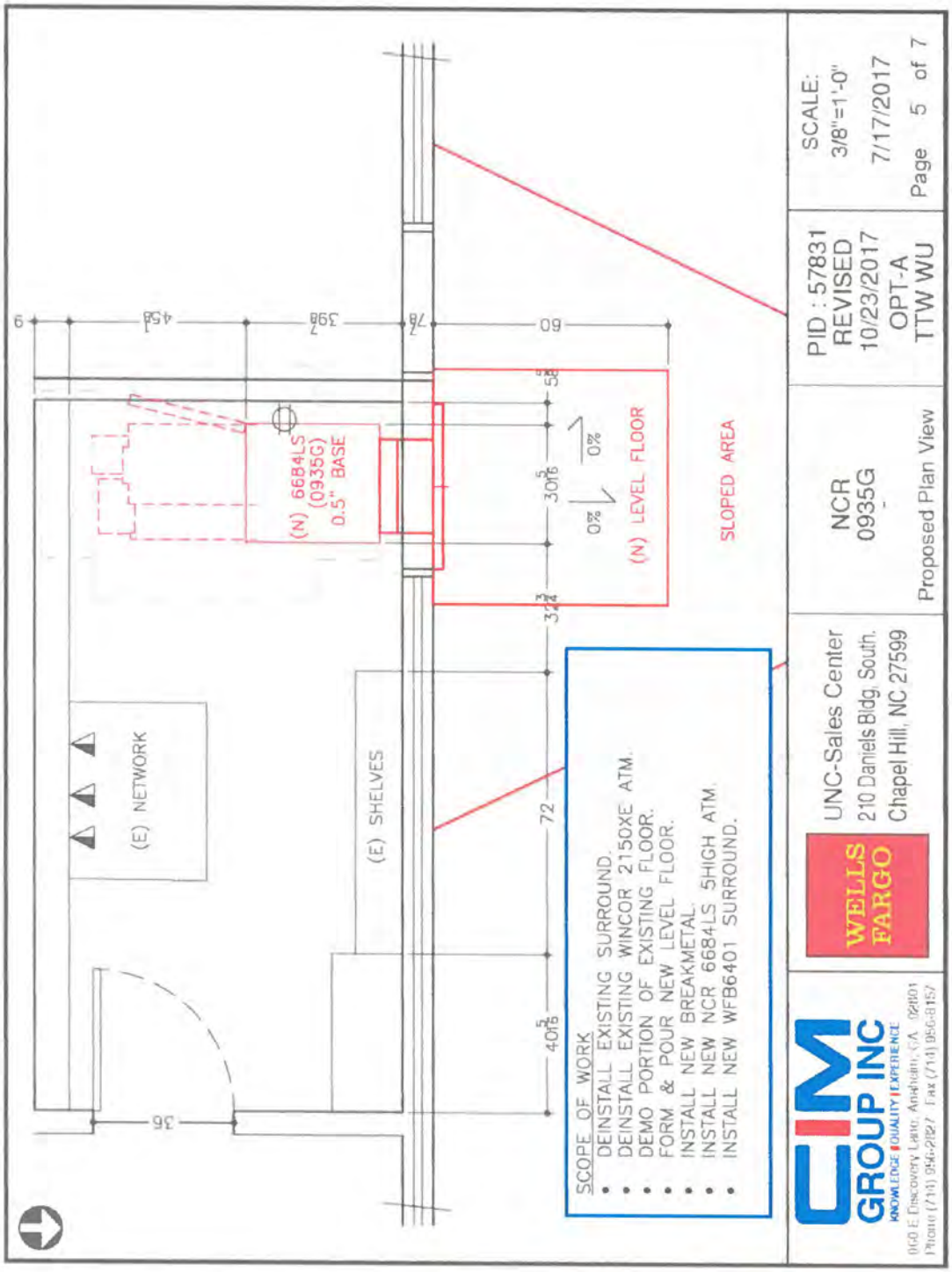
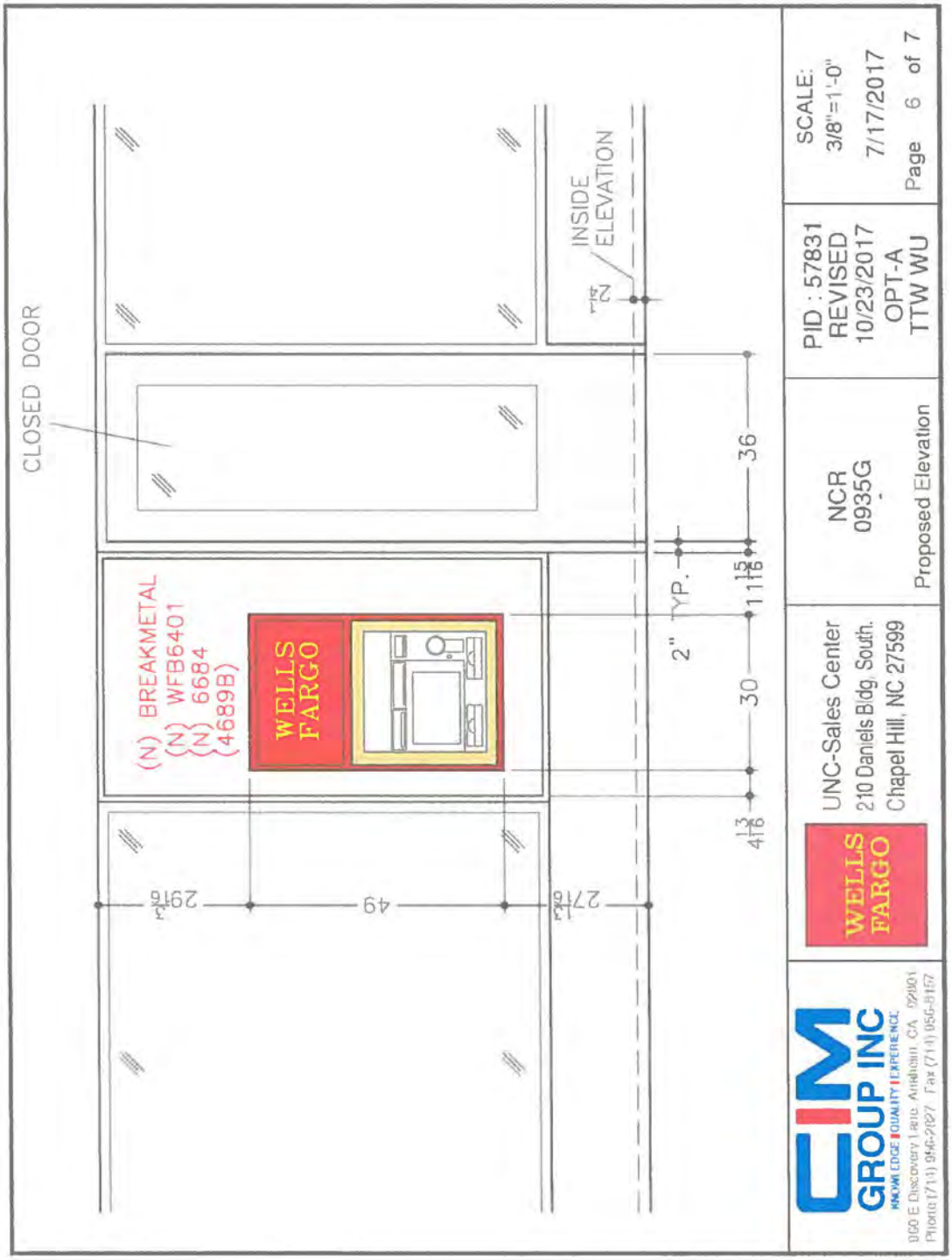
TTW WU
SCALE:
1"=100'-0"
7/17/2017
Page 1 of 7


Wells Fargo Bank
Stadium Dr
CIM GROUP INC
KNOWLEDGE | QUALITY | EXPERIENCE
960 E Discovery Lane, Anaheim, CA 92801
Phone (714) 956-2827 Fax (714) 956-8157
WELLS FARGO
UNC-Sales Center
210 Daniels Bldg, South.
Chapel Hill, NC 27599
NCR
0935G
ARIAL VIEW
PID : 57831
REVISED
10/23/2017
OPT-A
TTW WU
SCALE:
Not to Scale
7/17/2017
Page 2 of 7

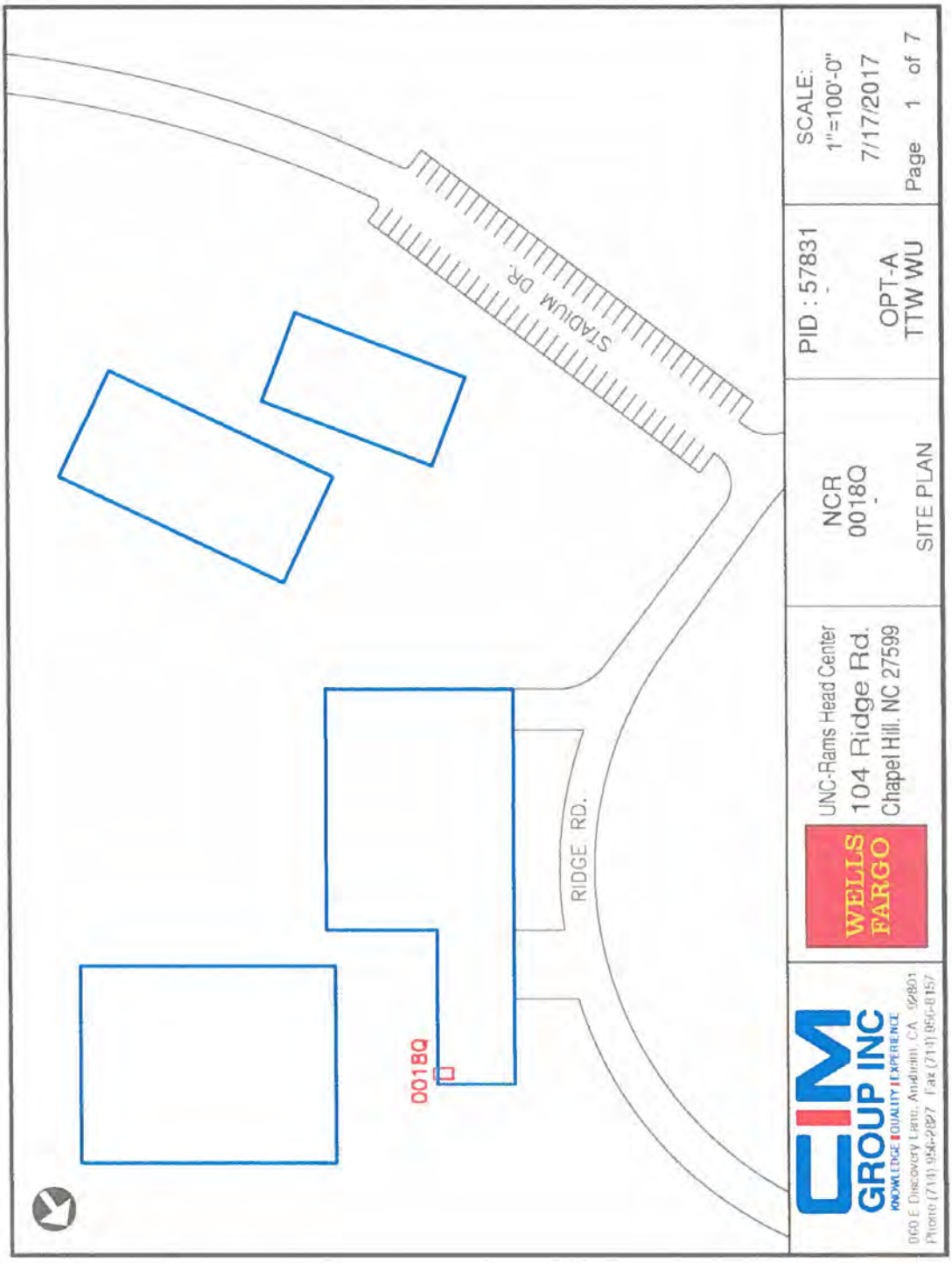

CLOSED DOOR
(E) 2150XE
(0935G)
6.25" BASE
(E) NETWORK
(E) SHELVES
5.5%
0.2%
UNC-Sales Center
210 Daniels Bldg. South.
Chapel Hill, NC 27599
NCR
0935G
Existing Plan View
PID : 57831
REVISED
10/23/2017
OPT-A
TTW WU
SCALE:
3/8"=1'-0"
7/17/2017
Page 3 of 7
WELLS FARGO
CIM GROUP INC
KNOWLEDGE | QUALITY | EXPERIENCE


(E) SURROUND
(E) 2150XE
(0935G)
CLOSED DOOR
WELLS FARGO
INSIDE ELEVATION
2"
2" TYP.
36
48
HOP
12"
67
26"
WELLS FARGO
UNC-Sales Center
210 Daniels Bldg, South.
Chapel Hill, NC 27599
NCR
0935G
Existing Elevation
PID : 57831
REVISED
10/23/2017
OPT-A
TTW WU
SCALE:
3/8"=1'-0"
7/17/2017
Page 4 of 7
CIM GROUP INC
KNOWLEDGE | QUALITY | EXPERIENCE
950 E. Discovery Lane Anaheim CA 92801
Phone (714) 956-2827 Fax (714) 956-8157

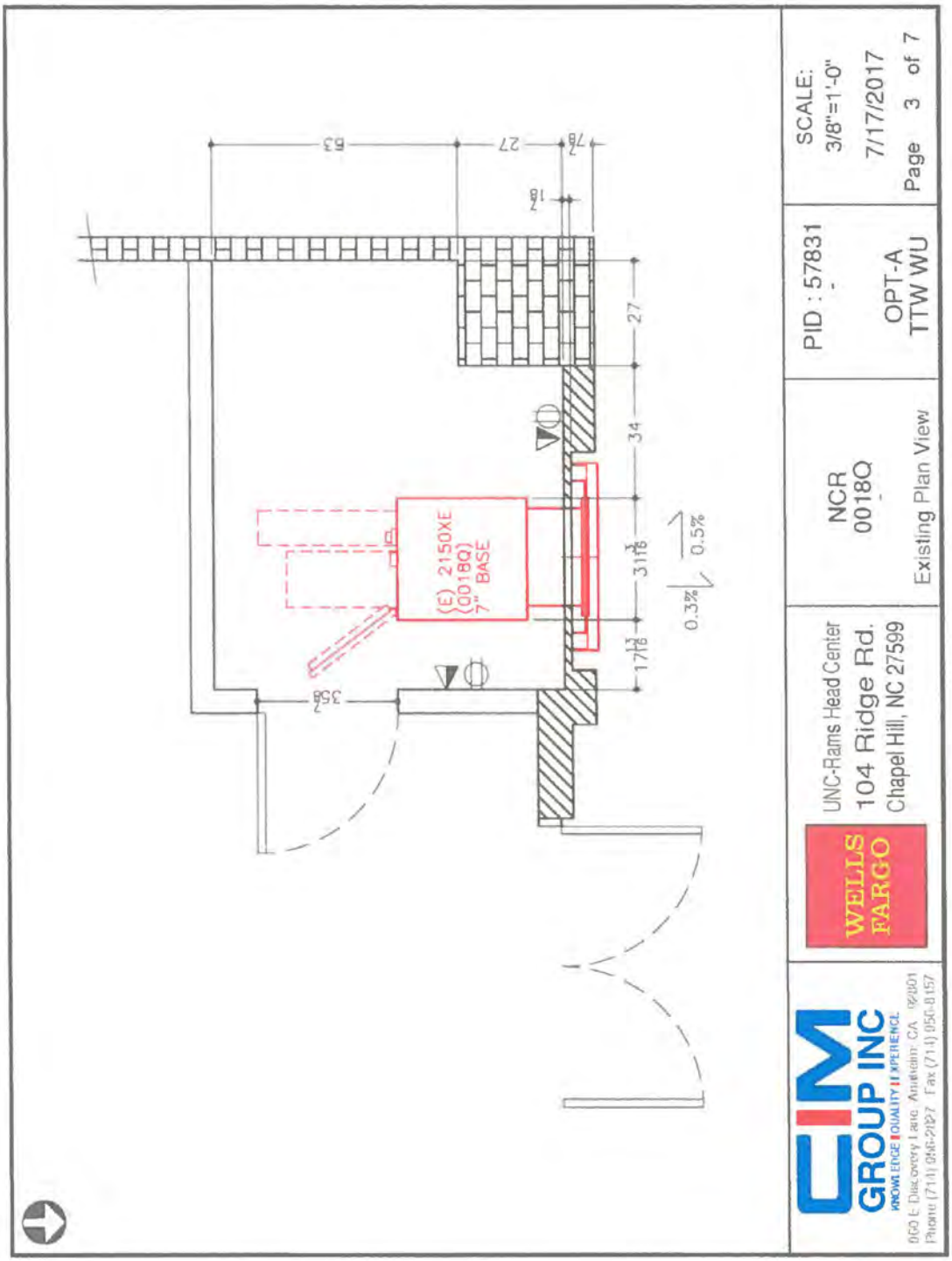

SCOPE OF WORK
• DEINSTALL EXISTING SURROUND.
• DEINSTALL EXISTING WINCOR 2150XE ATM.
• DEMO PORTION OF EXISTING FLOOR.
• FORM & POUR NEW LEVEL FLOOR.
• INSTALL NEW BREAKMETAL.
• INSTALL NEW NCR 6684LS 5HIGH ATM.
• INSTALL NEW WFB6401 SURROUND.
(E) NETWORK
(E) SHELVES
(N) 6684LS (0935G) 0.5" BASE
(N) LEVEL FLOOR
SLOPED AREA
0%
0%
72
60
36
CIM GROUP INC
KNOWLEDGE | QUALITY | EXPERIENCE
WELLS FARGO
UNC-Sales Center
210 Daniels Bldg. South.
Chapel Hill, NC 27599
NCR
0935G
Proposed Plan View
PID : 57831
REVISED
10/23/2017
OPT-A
TTW WU
SCALE:
3/8"=1'-0"
7/17/2017
Page 5 of 7

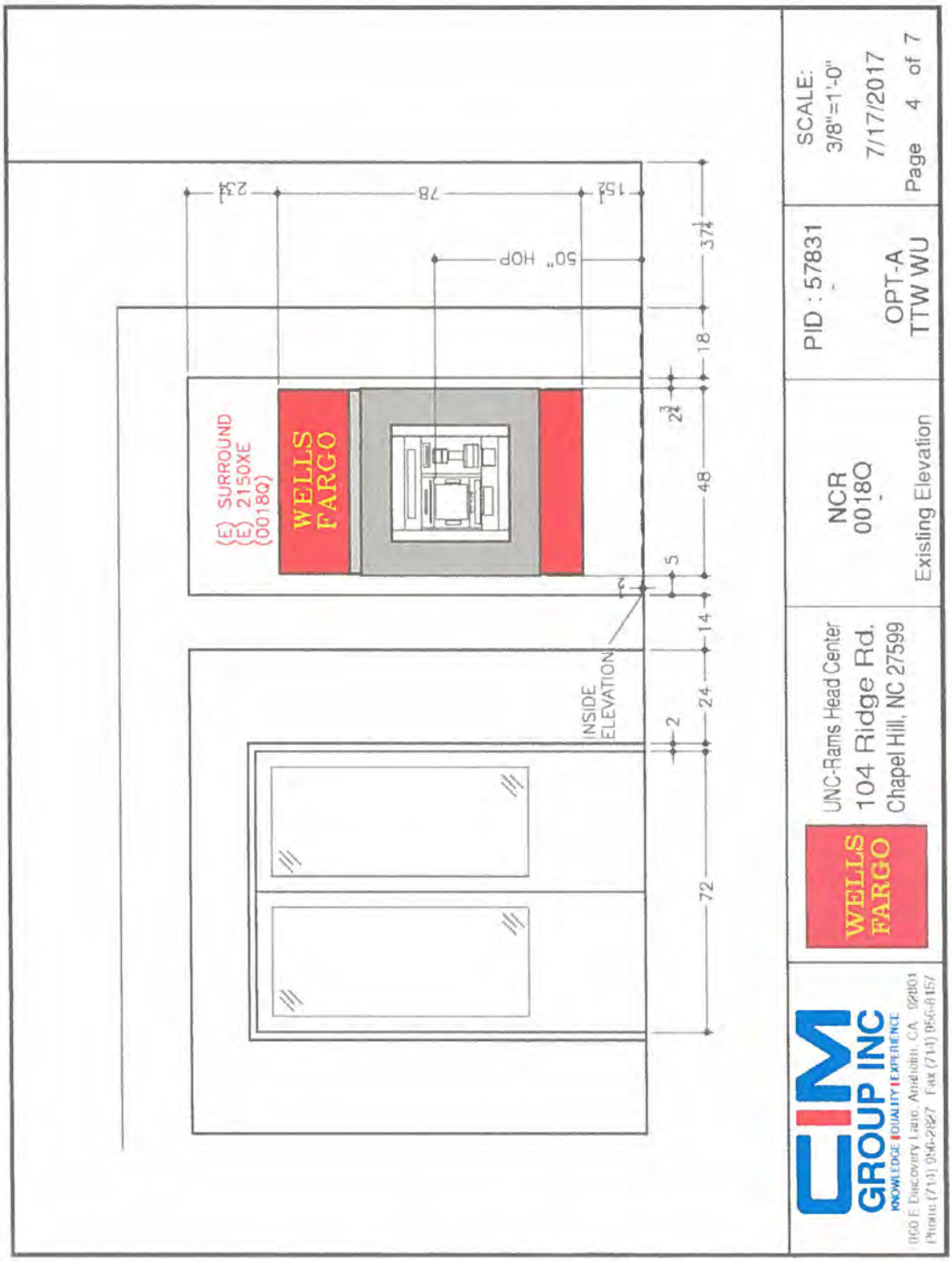

CLOSED DOOR
(N) BREAKMETAL
(N) WFB6401
(N) 6684
(4689B)
WELLS FARGO
INSIDE ELEVATION
2" TYP.
36
30
49
29 1/16
27 1/16
13/16
11 15/16
CIM GROUP INC
WELLS FARGO
UNC-Sales Center
210 Daniels Bldg. South.
Chapel Hill, NC 27599
NCR
0935G
Proposed Elevation
PID : 57831
REVISED
10/23/2017
OPT-A
TTW WU
SCALE:
3/8"=1'-0"
7/17/2017
Page 6 of 7

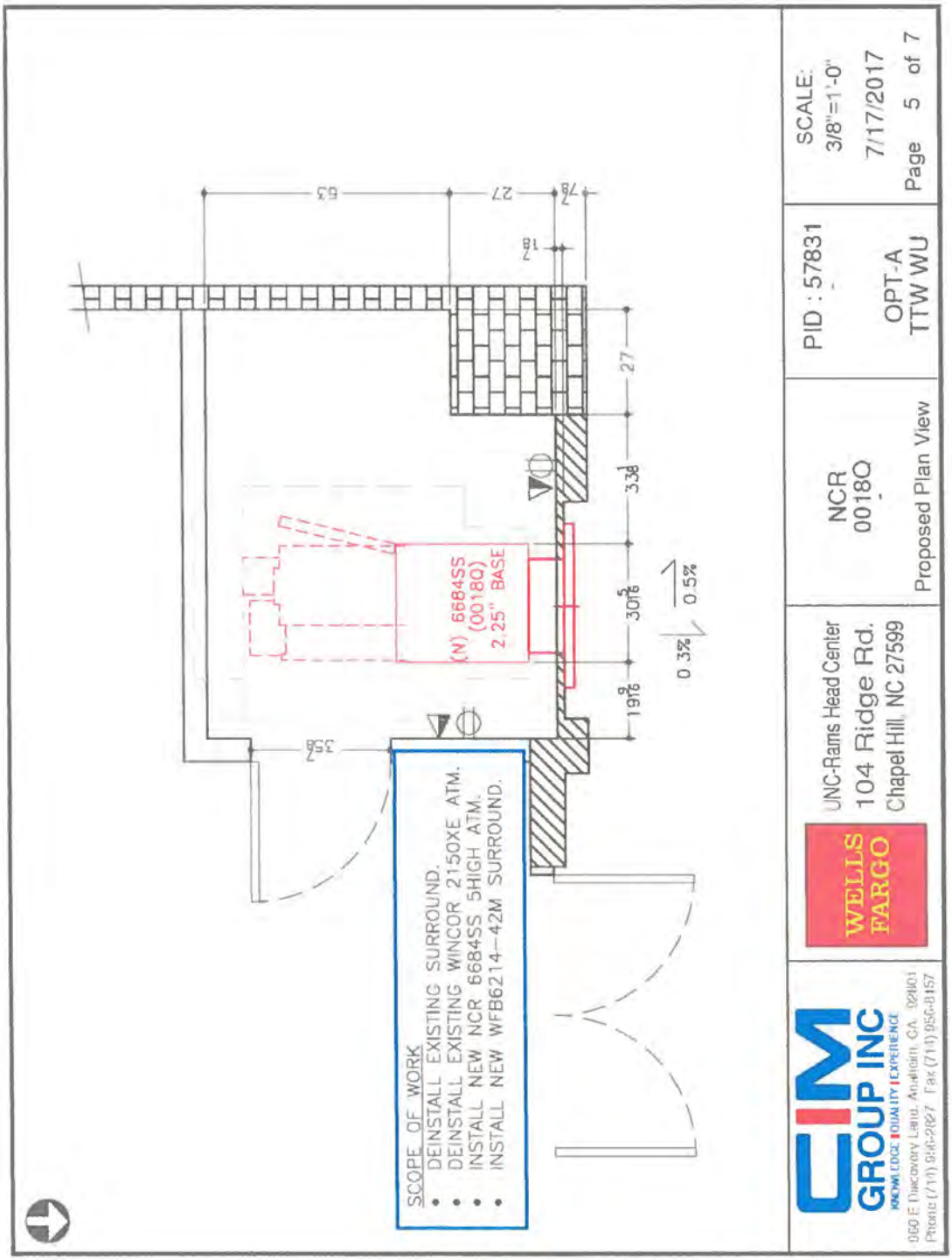
CIM GROUP INC KNOWLEDGE QUALITY EXPERIENCE 960 E Discovery Lane, Anaheim, CA 92801 Phone (714) 956-2827 Fax (714) 956-8157	WELLS FARGO UNC-Sales Center 210 Daniels Bldg, South. Chapel Hill, NC 27599	NCR 0935G - RENDERING	PID : 57831 REVISED 10/23/2017 OPT-A TTW WU	SCALE: Not To Scale 7/17/2017 Page 7 of 7

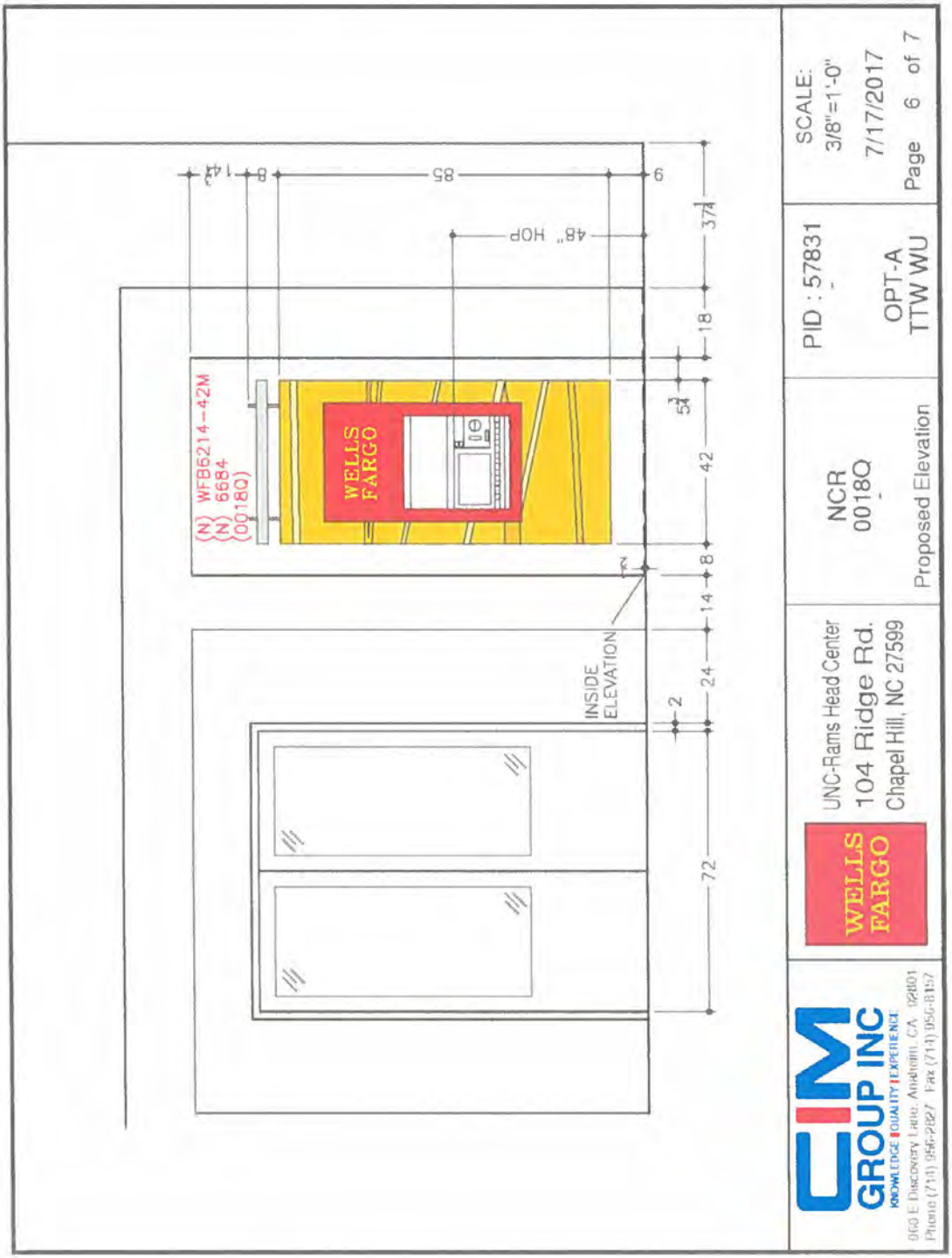

STADIUM DR.
RIDGE RD.
0018Q
CIM GROUP INC
KNOWLEDGE | QUALITY | EXPERIENCE
WELLS FARGO
UNC-Rams Head Center
104 Ridge Rd.
Chapel Hill, NC 27599
NCR
0018Q
SITE PLAN
PID : 57831
OPT-A
TTW WU
SCALE:
1"=100'-0"
7/17/2017
Page 1 of 7

104 Ridge Rd
CIM GROUP INC
KNOWLEDGE | QUALITY | EXPERIENCE
960 E. Discovery Lane, Anaheim, CA 92801
Phone (714) 956-2827 Fax (714) 956-8157
WELLS FARGO
UNC-Rams Head Center
104 Ridge Rd.
Chapel Hill, NC 27599
NCR
0018Q
ARIAL VIEW
PID : 57831
OPT-A
TTW WU
SCALE:
Not to Scale
7/17/2017
Page 2 of 7

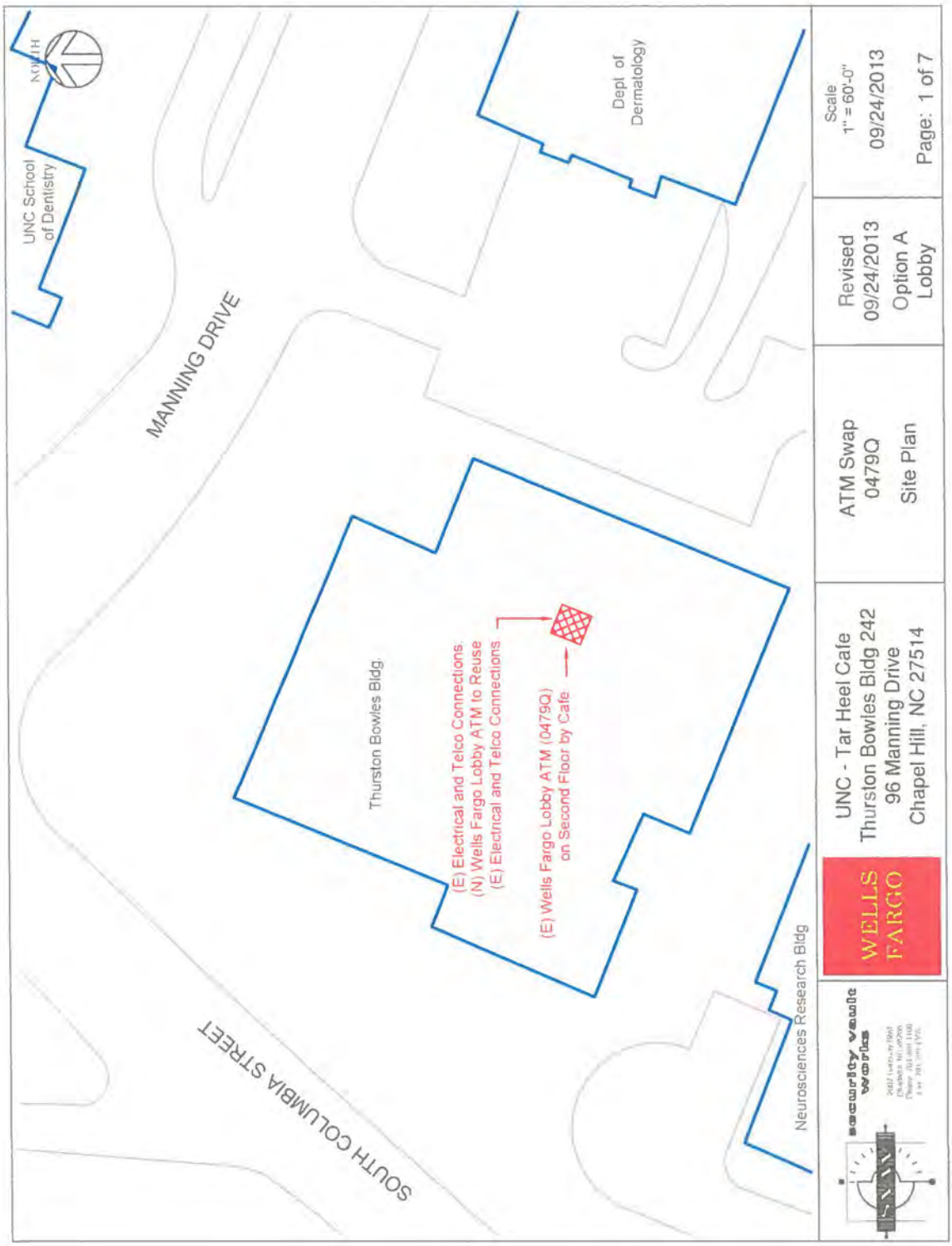

(E) 2150XE
(0018Q)
7' BASE
0.3%
0.5%
27
34
3 1/8
1 7/8
35 7/8
63
27
7 3/8
1 8
SCALE:
3/8"=1'-0"
7/17/2017
Page 3 of 7
PID : 57831
OPT-A
TTW WU
NCR
0018Q
Existing Plan View
UNC-Rams Head Center
104 Ridge Rd.
Chapel Hill, NC 27599
WELLS FARGO
CIM GROUP INC
KNOWLEDGE | QUALITY | EXPERIENCE

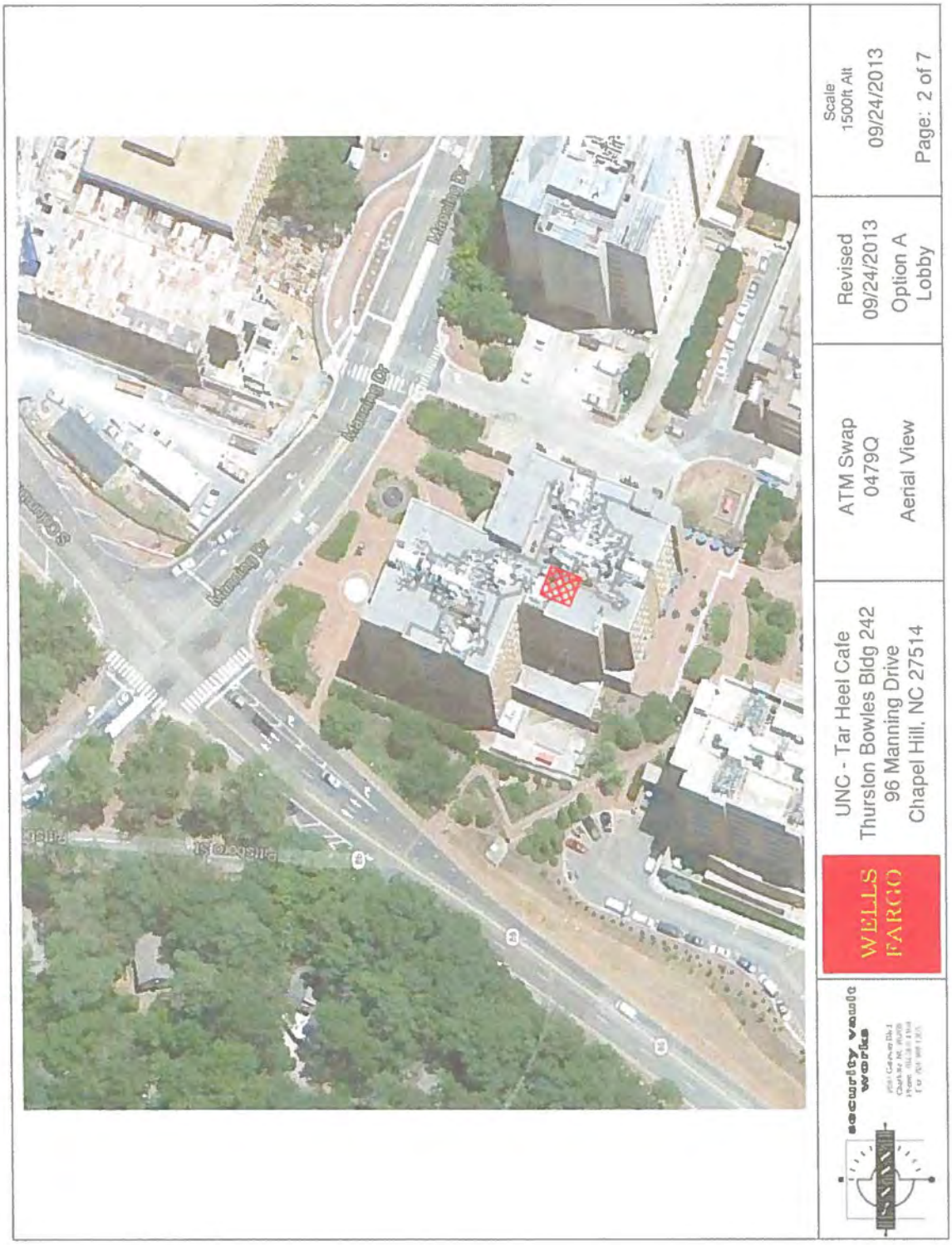

WELLS FARGO
(E) SURROUND
(E) 2150XE
(0018Q)
50" HOP
INSIDE ELEVATION
2
24
14
5
48
18
72
CIM GROUP INC
KNOWLEDGE | QUALITY | EXPERIENCE
WELLS FARGO
UNC-Rams Head Center
104 Ridge Rd.
Chapel Hill, NC 27599
NCR
0018Q
Existing Elevation
PID : 57831
OPT-A
TTW WU
SCALE:
3/8"=1'-0"
7/17/2017
Page 4 of 7

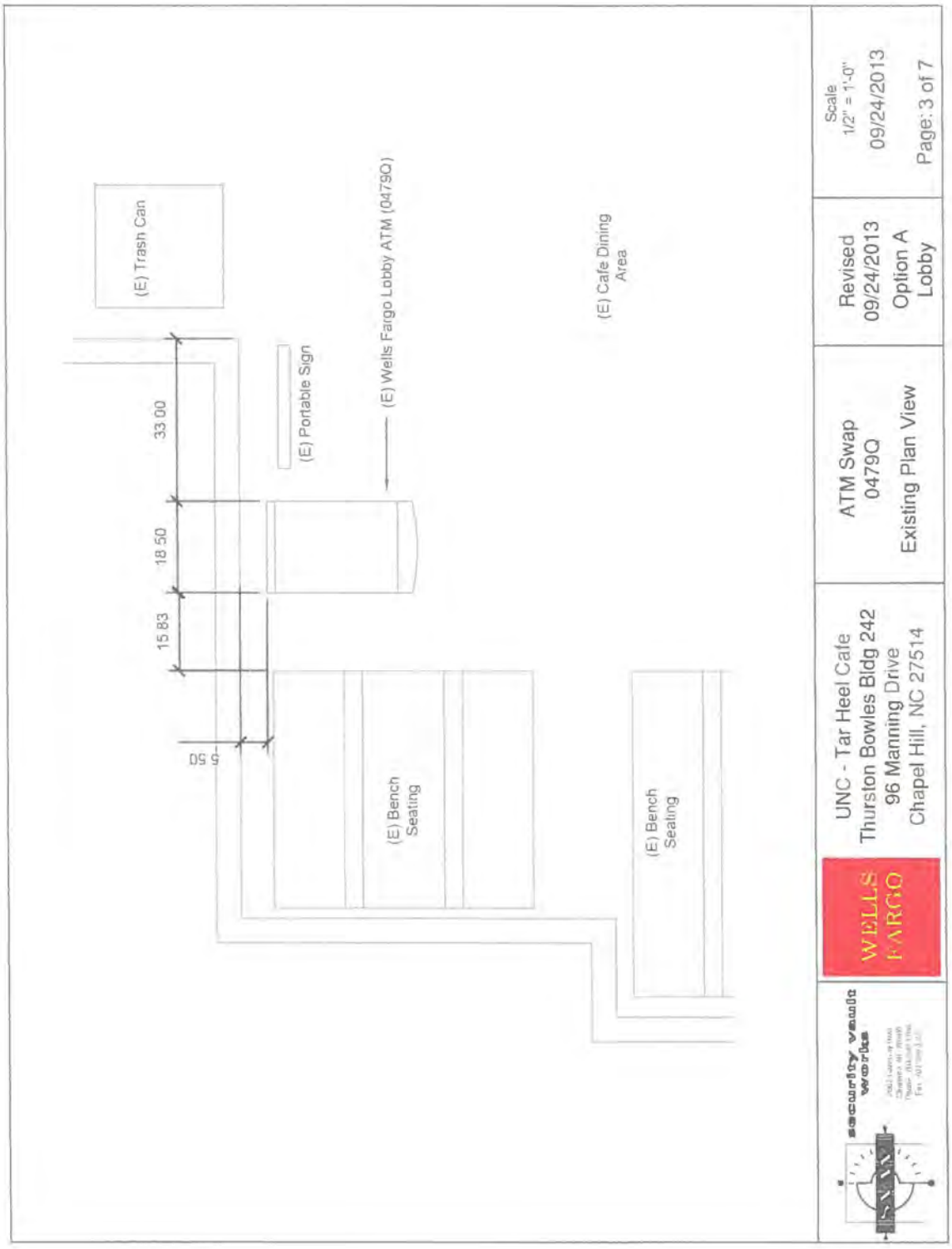

SCOPE OF WORK
• DEINSTALL EXISTING SURROUND.
• DEINSTALL EXISTING WINCOR 2150XE ATM.
• INSTALL NEW NCR 6684SS SHIGH ATM.
• INSTALL NEW WFB6214-42M SURROUND.
(N) 6684SS (00180) 2.25" BASE
0.5%
0.3%
63
27
7 7/8
1 7/8
33 1/8
30 7/8
19 7/8
35 1/8
SCALE: 3/8"=1'-0"
7/17/2017
Page 5 of 7
PID : 57831
OPT-A
TTW WU
NCR
00180
Proposed Plan View
UNC-Rams Head Center
104 Ridge Rd.
Chapel Hill, NC 27599
WELLS FARGO
CIM GROUP INC
KNOWLEDGE QUALITY EXPERIENCE
960 E Paces Ferry Land, Atlanta, GA 30401
Phone (711) 946-2827 Fax (711) 956-0157

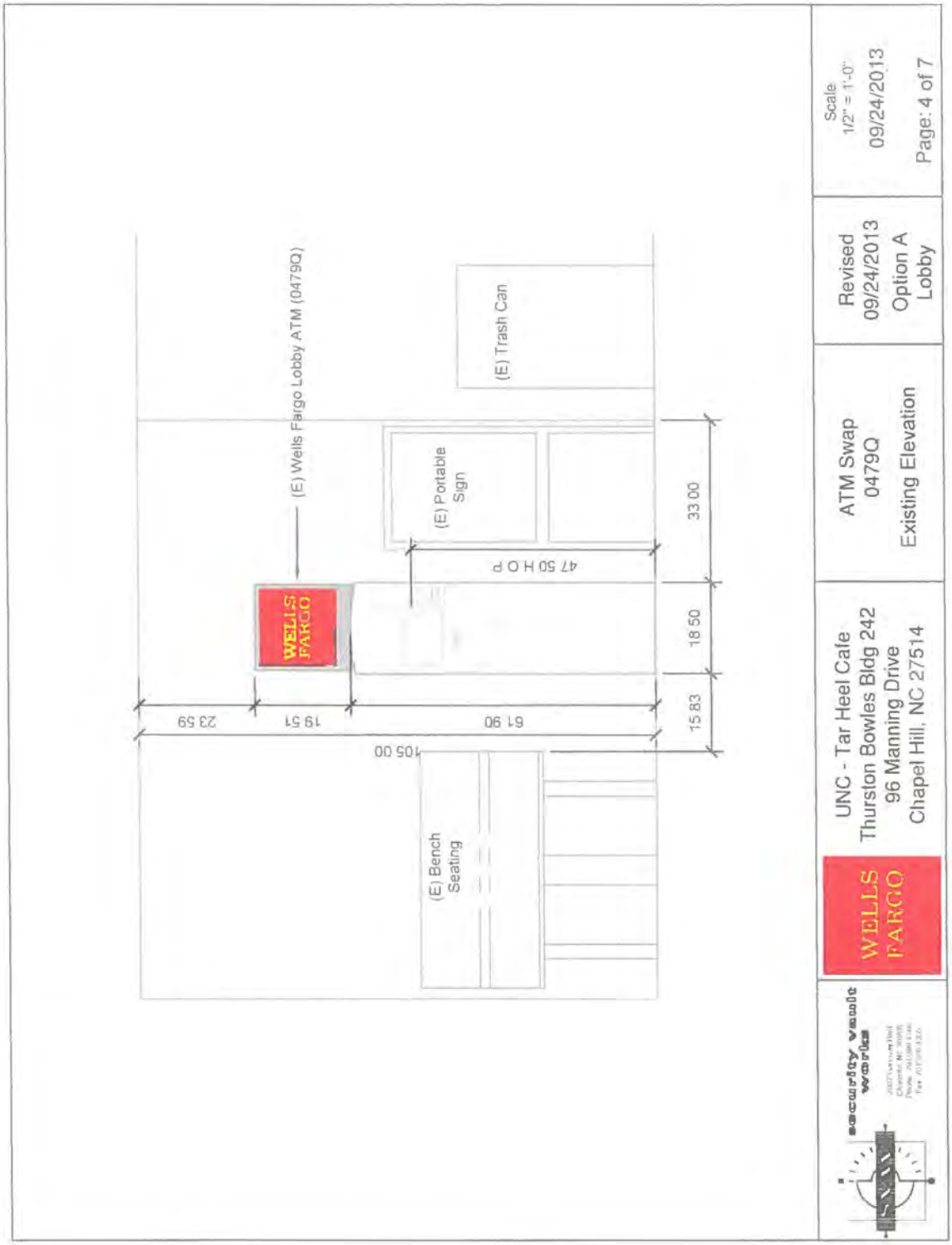

WELLS FARGO
(N) WFB6214-42M
(N) 6684
(00180)
48" HOP
INSIDE ELEVATION
85
72
42
24
18
14
8
2
9
SCALE: 3/8"=1'-0"
7/17/2017
Page 6 of 7
PID : 57831
OPT-A
TTW WU
NCR
0018Q
Proposed Elevation
UNC-Rams Head Center
104 Ridge Rd.
Chapel Hill, NC 27599
WELLS FARGO
CIM GROUP INC
KNOWLEDGE | QUALITY | EXPERIENCE

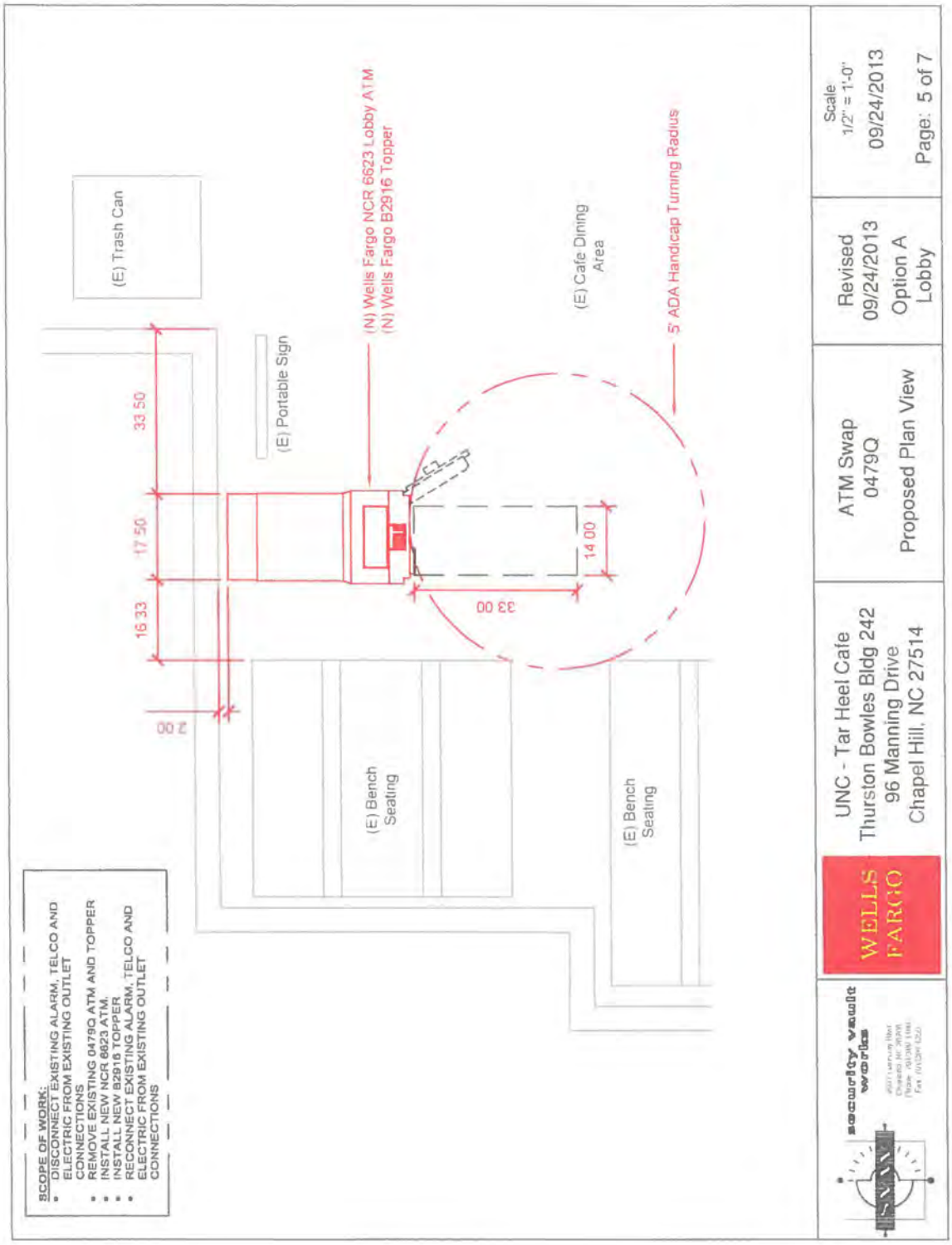
WELLS FARGO
CIM GROUP INC
KNOWLEDGE | QUALITY | EXPERIENCE
960 E. Discovery Lane, Anaheim, CA 92801
Phone (714) 956-2827 Fax (714) 956-8157
WELLS FARGO
UNC-Rams Head Center
104 Ridge Rd.
Chapel Hill, NC 27599
NCR
0018Q
RENDERING
PID : 57831
OPT-A
TTW WU
SCALE:
Not To Scale
7/17/2017
Page 7 of 7

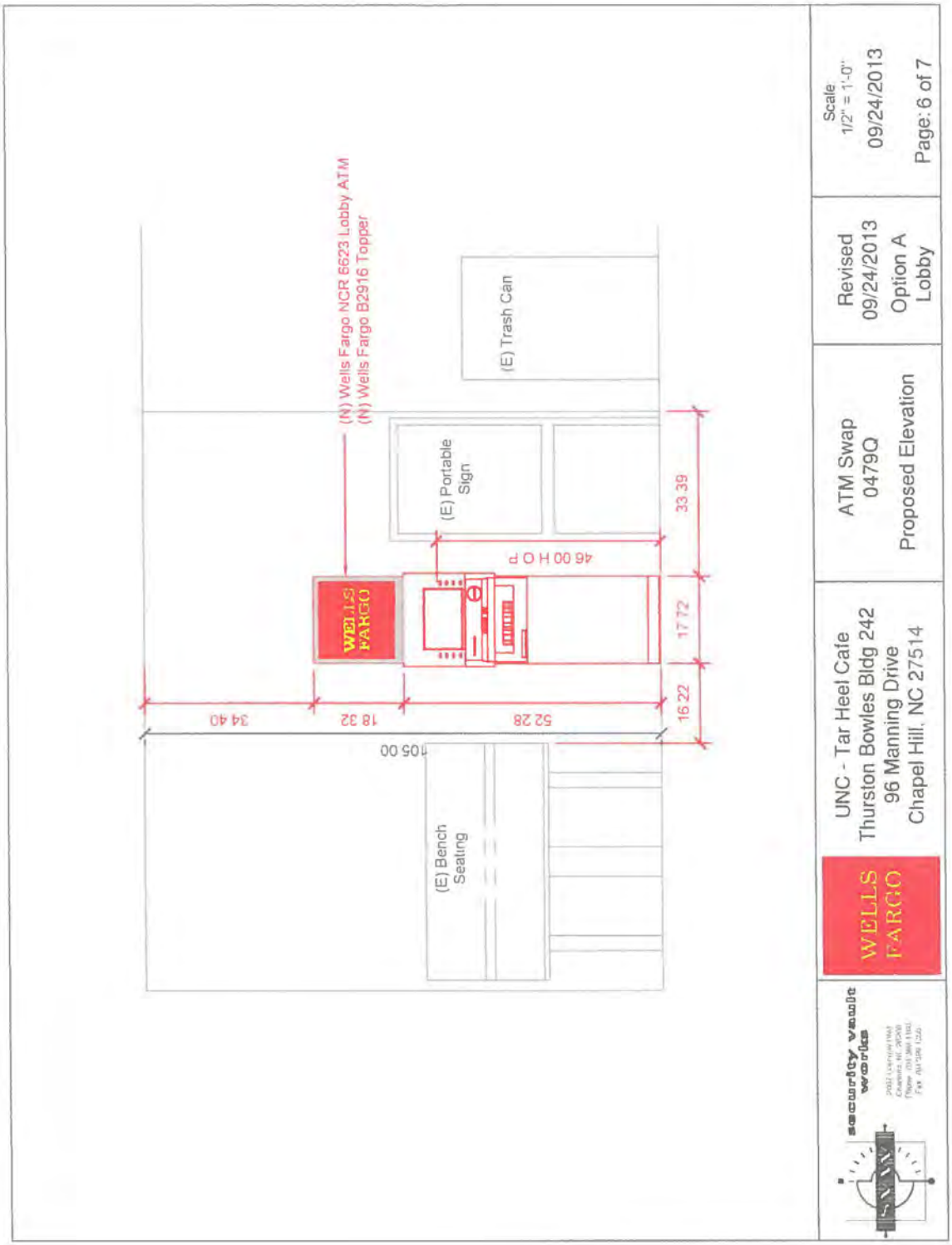

NORTH
UNC School of Dentistry
MANNING DRIVE
Dept of Dermatology
Thurston Bowles Bldg.
(E) Electrical and Telco Connections
(N) Wells Fargo Lobby ATM to Reuse
(E) Electrical and Telco Connections
(E) Wells Fargo Lobby ATM (0479Q) on Second Floor by Cafe
SOUTH COLUMBIA STREET
Neurosciences Research Bldg
WELLS FARGO
UNC - Tar Heel Cafe
Thurston Bowles Bldg 242
96 Manning Drive
Chapel Hill, NC 27514
ATM Swap
0479Q
Site Plan
Revised
09/24/2013
Option A
Lobby
Scale
1" = 60'-0"
09/24/2013
Page: 1 of 7


Manning Dr
Manning Dr
Manning Dr
Scarborough
Scarborough
Scarborough
WELLS FARGO
UNC - Tar Heel Cafe
Thurston Bowles Bldg 242
96 Manning Drive
Chapel Hill, NC 27514
ATM Swap
0479Q
Aerial View
Revised
09/24/2013
Option A
Lobby
Scale
1500ft Alt
09/24/2013
Page: 2 of 7


(E) Trash Can
33 00
(E) Portable Sign
(E) Wells Fargo Lobby ATM (0479Q)
(E) Cafe Dining Area
18 50
15 83
5 50
(E) Bench Seating
(E) Bench Seating
WELLS FARGO
UNC - Tar Heel Cafe
Thurston Bowles Bldg 242
96 Manning Drive
Chapel Hill, NC 27514
ATM Swap
0479Q
Existing Plan View
Revised
09/24/2013
Option A
Lobby
Scale
1/2" = 1'-0"
09/24/2013
Page: 3 of 7


(E) Wells Fargo Lobby ATM (0479Q)
(E) Trash Can
(E) Portable Sign
47 50 H O P
33 00
18 50
15 83
61 90
19 57
23 59
105 00
(E) Bench Seating
WELLS FARGO
UNC - Tar Heel Cafe
Thurston Bowles Bldg 242
96 Manning Drive
Chapel Hill, NC 27514
ATM Swap
0479Q
Existing Elevation
Revised
09/24/2013
Option A
Lobby
Scale
1/2" = 1'-0"
09/24/2013
Page: 4 of 7


SCOPE OF WORK:
DISCONNECT EXISTING ALARM, TELCO AND ELECTRIC FROM EXISTING OUTLET CONNECTIONS
REMOVE EXISTING 0479Q ATM AND TOPPER
INSTALL NEW NCR 6623 ATM.
INSTALL NEW B2916 TOPPER
RECONNECT EXISTING ALARM, TELCO AND ELECTRIC FROM EXISTING OUTLET CONNECTIONS
(E) Trash Can
(E) Portable Sign
(N) Wells Fargo NCR 6623 Lobby ATM
(N) Wells Fargo B2916 Topper
(E) Cafe Dining Area
5' ADA Handicap Turning Radius
(E) Bench Seating
(E) Bench Seating
33 50
17 50
16 33
2 00
14 00
33 00
WELLS FARGO
UNC - Tar Heel Cafe
Thurston Bowles Bldg 242
96 Manning Drive
Chapel Hill, NC 27514
ATM Swap
0479Q
Proposed Plan View
Revised
09/24/2013
Option A
Lobby
Scale
1/2" = 1'-0"
09/24/2013
Page: 5 of 7


(N) Wells Fargo NCR 6623 Lobby ATM
(N) Wells Fargo B2916 Topper
(E) Trash Can
(E) Portable Sign
WELLS FARGO
(E) Bench Seating
46 00 H O P
33 39
17 72
16 22
52 28
18 32
34 40
105 00
Scale 1/2" = 1'-0"
09/24/2013
Page: 6 of 7
Revised 09/24/2013 Option A Lobby
ATM Swap 0479Q Proposed Elevation
UNC - Tar Heel Cafe
Thurston Bowles Bldg 242
96 Manning Drive
Chapel Hill, NC 27514
WELLS FARGO
security vaults works

security vault works	WELLS FARGO	UNC - Tar Heel Cafe Thurston Bowles Bldg 242 96 Manning Drive Chapel Hill, NC 27514	ATM Swap 0479Q Rendering	Revised 09/24/2013 Option A Lobby	Scale: Not to Scale 09/24/2013 Page: 7 of 7