

WELLS
FARGO

Wells Fargo & Co.
Corporate Properties Group
Attn: Lease Admin/Cynthia Burns
MAC D1086-300
550 S. Tryon St., 30th Floor
Charlotte, NC 28202
E: LeaseRRP@WellsFargo.com

April 27, 2017

American Indian Model Schools
Attn: Landlord
171 12th Street
Oakland, CA 94607

By FedEx Overnight Delivery

Re: Wells Fargo's "Living Will" & Lease Agreement (as amended, if amended) between Landlord and Wells Fargo for 171 12th St, Oakland, CA (collectively, the "Lease") - BE #198473

Dear Landlord:

As you may be aware, all large financial services companies, including Wells Fargo, are required by federal law to file a resolution plan (sometimes called a "living will") with federal regulators to ensure the orderly resolution of the company's assets in case of material financial distress or failure.


In general, federal law already provides federal regulators the means to resolve a financial company's assets in case of insolvency. For example, applicable law grants the FDIC the right to enforce a lease against a landlord even if the lease includes remedies for tenant insolvency. Even so, the federal guidance document for financial institution resolution plans provides that financial companies must modify their leases to incorporate terms precluding the automatic termination of a lease in case of insolvency. Therefore, to comply with the guidance document we have crafted proposed Resolution & Recovery terms for inclusion in our Lease, which are enclosed with this letter as Exhibit A.

To assist us in complying with federal requirements, we respectfully request that you sign this letter below indicating your agreement to amend the Lease to include the proposed Resolution & Recovery terms. After signing, please return the signed letter to us at the above address (a scanned PDF sent to the above email address also is acceptable). Since we are attempting to modify thousands of leases in a short time frame, we are grateful for your prompt attention to this matter.

You may receive more than one letter if you have more than one lease with us. If so, we apologize in advance, but if you will let us know, we will designate one point of contact to work with you on all leases.

If you have any questions, please email LeaseRRP@WellsFargo.com and someone will be in touch with you shortly. Thank you for helping us comply with our federal regulatory requirements.

Very truly yours,



Cynthia J. Burns
Lease Management Operations Manager
Corporate Properties Group

Accepted & Agreed this 20 day of July 2017

Landlord: American Indian Model Schools

By: 

Signer Name: Steven Leung

Title: Board President

Contract# A00019847320000



Corporate Properties Group
MAC A0109-112
333 Market Street
11th Floor
San Francisco, CA 94105

Via: **Fedex Overnight Mail**
maya.woods-cadiz@aimschools.org
(510) 893-0345 fax

January 12, 2015

Ms. Maya Woods-Cadiz
American Indian Model Schools
171 12th Street
Oakland, CA 94607
(510) 893-8701

Re: Renewal Option
12th & Madison ATM
171 12th Street
Oakland, CA 94607
BE #198473 L200

Dear Maya:

Please accept this letter as formal notice that Wells Fargo Bank, N.A., hereby elects to exercise its option to extend as set forth under Section 4, Renewal Option, of the Amendment to ATM Lease dated November 17, 2009 between American Indian Model Schools, successor to Lumbee Holdings, LLC and Wells Fargo Bank, N.A. The extended term will commence August 1, 2015 and expire July 31, 2020.

Should you have any questions, please do not hesitate to contact me.

Best regards,

Lan P. Lee
Lease Negotiator
Corporate Properties Group
(415) 894-3233
(415) 894-3240 fax



AMENDMENT TO ATM LEASE
Landlord: Lumbee Holdings, LLC
Tenant: Wells Fargo Bank
ATM Facility at 171 12th Street, Oakland, CA 94607
BE # 198473

This Amendment to ATM Lease ("Amendment") is made as of November 17, 2009, by and between **LUMBEE HOLDINGS, LLC**, a Nevada limited liability company, successor to **BARCLAYS PLAZA ASSOCIATES**, California limited partnership, as landlord ("Landlord"), and **WELLS FARGO BANK, N.A.**, a national banking association, as tenant ("Tenant"), with reference to the following:

RECITALS

A. Landlord is the present landlord and Tenant is the present tenant, under that certain ATM Lease dated as of October 10, 1997 (the "Original Lease") relating the premises ("Premises") located within that certain building and adjoining lands (collectively the "Property") commonly known as Wells Fargo Plaza, 171 12th Street, Oakland, California (the "Premises"). The Premises are more particularly described in Exhibit A to the Original Lease. The Premises comprises approximately 130 square feet and is more particularly described in Exhibit A to the Original Lease. The Premises is used by Tenant for the installation and operation of automatic teller machines and related facilities (collectively the "ATM Facilities").

B. The Original Lease was previously modified by that certain Amendment to ATM Lease dated June 14, 2000 (the "First Amendment"). The Original Lease as amended by the First Amendment is hereinafter collectively referred to as "Lease".

C. Currently, the term of the Lease ("Term") is set to expire on July 31, 2010.

D. Landlord and Tenant now desire to further amend the Lease to extend the term for a period of five (5) years, grant Tenant an additional extension option and modify the rent to be paid by Tenant during any future extensions and make certain other modifications, subject to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual benefits to be achieved hereunder, Landlord and Tenant agree as follows:

1. Recitals and Definitions. The foregoing recitals (including the definitions contained therein) are hereby incorporated herein by this reference. Any capitalized terms used but not defined herein shall have the same meaning given such terms in the Lease.

2. Extension of Term. Subject to all of the terms and conditions set forth in this Amendment, Landlord and Tenant hereby agree that the Term of the Lease shall be extended for a period of five (5) years commencing on August 1, 2010 and expiring on July 31, 2015 (the "Extension Term"). All of the terms and conditions set forth in the Lease shall apply during the Extension Term, except that the amount of monthly rent to be paid during the Extension Term shall be as set forth in Section 3.

3. Monthly Base Rent During the Extension Term. Notwithstanding any provision in the Lease to the contrary, commencing on August 1, 2010, and on the first day of each calendar month thereafter during the Extension Term, Tenant shall pay Landlord monthly rent in the amount of \$1,500.00 per month.

4. Renewal Option. Notwithstanding the foregoing extension of the Lease for the Extension Term, Landlord agrees and acknowledges that Tenant still has one option remaining under Section 5 of the Original Lease (the "Renewal Option") to further extend the Term for a period of five (5) years. The Renewal Option shall extend the Lease for the five year period commencing on August 1, 2015 and ending July 31, 2020 (the "Option Term"). Tenant shall exercise the Renewal Option, if at all, in the same manner and subject to the same terms and conditions set forth in Section 5 of the Original Lease. Upon the timely exercise of the Renewal Option the Term shall be automatically extended for an additional five (5) year period on the same terms and conditions as set forth in the Lease, except that the monthly rent to be paid by Tenant during such extension shall be as set forth in Section 5 below.

5. Monthly Base Rent During the Option Term. Notwithstanding any provision in the Lease to the contrary (including without limitation Section 7 of the Original Lease), in the event Tenant timely and properly exercises the Renewal Option, then commencing on August 1, 2015, and on the first day of each calendar month thereafter during the Option Term, Tenant shall pay Landlord monthly rent in the amount of \$1,725.00 per month.

6. Notices. Any notices to be sent to Tenant hereunder shall be sent to Tenant as follows:

With a Copy To:

Wells Fargo Bank, N.A. Corporate Properties Group 333 Market Street, 11th Floor MAC# A0109-111 San Francisco, CA 94105 Fax: 415-894-3168 Attention: Lease Administration BE# 198473	Wells Fargo Bank, N.A. Corporate Properties Group 333 Market Street, 11 th Floor MAC# A0109-112 San Francisco, CA 94105 Fax: 415-894-3240 Attention: Lease Negotiations BE# 198473
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7. Representations and Warranties. Each party hereby represents and warrants to the other party as follows:

a. Full Capacity. Each person signing this Amendment has the full capacity and authority to act on behalf of the party for whom he or she purports to act, and that such party has the estate in the Building and/or Lease which he or she purports to hold.

b. Due Execution. The individuals executing this Amendment on behalf of Landlord and Tenant, respectively, represent and warrant to each other that each of them have the right, power, legal capacity and authority to execute this Amendment and to bind the party for whom they are signing.

c. No Defaults. Landlord represents that, to the best of Landlord's current actual knowledge, Tenant is not in default in the performance of any of its obligations under the




Lease nor does there presently exist any fact or circumstance that, with the passage of time or the giving of notice, would constitute such a default by Tenant under the Lease.

8. **Miscellaneous.** This Amendment is not a novation, nor is it to be construed as a release or waiver of any rights set forth in the Lease. Except as modified hereinabove, all other terms, provisions and conditions set forth in the Lease remain in full force and effect. If any provision of the Lease or this Amendment or the application of any such provision therein shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of the Lease and this Amendment and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated. In the event of any conflict between the terms of the Lease and the terms of this Amendment, the parties agree that the terms of this Amendment shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Amendment as of the first date set forth hereinabove.

“Tenant”

“Landlord”

WELLS FARGO BANK, N.A., a national banking association,		LUMBEE HOLDINGS, LLC, Nevada limited liability company
By: <u></u>		By: <u>Dr. Ben Chauis</u>
Its: <u>Asset Manager</u>		Its: <u>CEO</u>
By: <u></u>		By: <u></u>
Its: <u>VP</u>		Its: <u>1</u>
Date: <u>1/8/10</u>		Date: _____



JAN. 10. 2005 12:30PM
JAN. 0. 2005 12:20PM

MYER

NO. 148 P. 1/1
NO. 1729 P. 2/1



Corporate Properties Group
633 Folsom Street, 6th Floor
San Francisco, CA 94107

(415) 396-3029

January 6, 2005

Terry Moyer
Barclay's Plaza Associates
1000 Marina Village Parkway, Suite 100
Alameda, CA 94501
(510) 769-0300
(510) 769-7705 fax
RE: 171 12th St. ATMs OAKLAND
Via Certified Mail and Facsimile

Dear Terry,

Hope you are well. This letter is to notify you that Wells Fargo does hereby exercise its five year option to renew per paragraph 5 of our lease dated October 10, 1997. The term shall now expire on July 31, 2010. Effective August 1, 2005 the base rent shall be increased from \$1,100 per month to \$1,300 per month.

Please acknowledge your receipt of this letter by signing below, and returning to me via fax at (415) 396-7659. Thanks again for your assistance.

Sincerely,

David Danis
Vice President

Receipt Acknowledged:

Barclay's Plaza Associates
Terry Moyer, SR 1/6/05
Landlord Date

AMENDMENT TO ATM LEASE**Landlord: BARCLAYS PLAZA ASSOCIATES****Tenant: WELLS FARGO BANK, N.A.****ATM Facility at 171 12th Street, Oakland, CA
AU 98473**

THIS AMENDMENT TO ATM LEASE ("Amendment") is made as of June 14, 2000, between **BARCLAYS PLAZA ASSOCIATES**, a California limited partnership (hereinafter referred to as "Landlord"), as lessor, and **WELLS FARGO BANK, N.A.**, a national banking association (hereinafter referred to as "Tenant"), as lessee.

THE PARTIES ENTER INTO THIS AMENDMENT based upon the following facts, understandings and intentions:

A. Tenant and Landlord are parties to that **STANDARD ATM LEASE**, dated as of October 10, 1997 (hereinafter, the "Lease"), for an ATM facility with two automated teller machines within a building owned by Landlord generally known as 171 12th Street, Oakland, California. The premises and the ATM facility are more particularly described in the Lease.

B. Pursuant to Section 14 of the Lease, Tenant is responsible for paying all costs for electricity required for the ATM facility, which was to be measured by a meter or submeter at or adjacent to the facility. The parties now desire to provide for an alternative means for Tenant's payment of electrical usage in the premises.

C. Capitalized terms used herein shall have the same meaning given them in the Lease unless defined herein.




NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants of Tenant and Landlord set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Flat Fee for Electrical Usage. The parties hereby agree that in lieu of Tenant's obligation under Section 14 of the Lease to make payment for measured electrical usage to the providing utility or to Landlord, Tenant shall instead pay Landlord a monthly fixed electrical charge, in the amount set forth in Section 2 below, during the entire Term, commencing on January 1, 1999. Except for arrearages described in Section 3 below, each month's fixed electrical charge shall be due on the first day of each calendar month, commencing on July 1, 2000. In return, Landlord hereby agrees to furnish the premises with all electrical power required by Tenant for the normal use of the ATM facility and all equipment comprising a part thereof. The monies specified in this Section 1 shall be the only rent due from Tenant during the initial Term of the Lease (which expires on July 31, 2000; during each Extension Terms, the monies specified in this Section 1 shall be in addition to the monthly rents specified in Section 7 of the Lease.

2. Amount of Fixed Electrical Charge. The fixed electrical charge shall equal \$300.00 per month for the entire period between January 1, 1999 and December 31, 2000. Effective as of January 1, 2001, and on each succeeding January 1 during the balance of the Term (including any Extension Term), the fixed electrical charge shall be subject to adjustment by the parties based on the historical metered usage of the ATM facility during the preceding calendar year, with the parties hereby agreeing to adjust the monthly fixed electrical charge, upwards or downwards, for the ensuing calendar year to approximate the actual charges for measured electrical consumption by the ATM facility during the preceding calendar year.

3. Payment of Arrearages. On July 1, 2000, in addition to the first monthly installment of the fixed electrical charge prescribed by Section 1 above, Tenant shall tender to Landlord the sum of \$5,400.00, representing the amount of the monthly electrical charges having accrued pursuant to Section 1 above during the 18 months between January 1999 and June 2000, inclusive.

4. Full Force and Effect. Except as herein amended, the Lease shall continue in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in one or more counterparts as of the day and year first above written.

Tenant:

Landlord:

WELLS FARGO BANK, N.A., a national banking association

BARCLAYS PLAZA ASSOCIATES, a California limited partnership

By [Signature]
Name: WILLIAM [unclear]
Title: VP

By [Signature]
Name: TERENCE W. MOYER
Title: General Partner

By [Signature]
Name: Arthur Barbour
Title: V.P.

By _____
Name: _____
Title: _____

Date: June 16, 2000

Date: June __, 2000

ATM LEASE

WELLS FARGO BANK: BARCLAYS PLAZA ASSOCIATES

Wells Fargo Plaza
171 12th Street, Oakland, CA.

AU 99274

THIS LEASE is made as of October 10, 1997 between **BARCLAYS PLAZA ASSOCIATES**, a California limited partnership ("Landlord"), and **WELLS FARGO BANK, N.A.**, a national banking association ("Tenant"). Tenant desires to lease from Landlord certain premises within that certain building and adjoining lands (collectively, the "Property") known generally as Wells Fargo Plaza, 171 12th Street, Oakland, California. The premises ("Premises"), measuring approximately 13 feet wide by 10 feet deep, are more particularly described in Exhibit "A," attached hereto.

1. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, comprising space for two (2) ATM machines owned by Tenant, and a service and maintenance room directly behind such ATMs from which such ATMs will be serviced. It is expressly acknowledged and agreed that the Premises shall not include the circulation area described in Section 2.
2. **Circulation Area.** Tenant acknowledges that Tenant shall be responsible, at Tenant's own cost and expense, for providing janitorial service for the Premises themselves and for the following nearby areas: the grounds in the immediate vicinity of the Premises, including street curbs and gutters; the handicap ramp; and the stairway leading from the main building entrance to the courtyard; and Tenant covenants and agrees to keep all such areas in a clean and orderly condition, free of trash and debris. If Tenant fails to keep such areas in a neat and clean condition, then Landlord may undertake such janitorial services and bill Tenant for the additional janitorial costs incurred by Landlord in so doing. As to exterior areas within a radius of ten feet (10') of the ATMs, Landlord agrees that it shall maintain such area free from fixtures (other than trash receptacles) and improvements that might impede or impair pedestrian traffic around the ATMs and the convenient queuing of customers using the ATMs.

3. **Electrical and Communications Hookups.** Tenant shall install and maintain all electrical and telephone connections (if any) required for the continued operation of the ATMs, and shall maintain the existing lighting fixtures directly above the ATMs and in the nearby areas of the courtyard which are on Tenant's separate meter (submeter), all at Tenant's sole cost and expense. This Lease also authorizes Tenant's continued use and operation of the electrical meter or submeter within or adjacent to the Premises which monitors consumption of electrical power for the ATM facility and lighting, and Tenant's connection of its telephone and data communication devices to the telephone room/panel for the Property.
4. **Term.** The term of this Lease shall commence immediately upon the expiration of that certain Lease for a portion of the Property dated September 22, 1978, by and between Madison Street Associates, as Landlord's predecessor-in-interest, and Barclays Bank of California, as Tenant's predecessor-in-interest, which Lease is subject to termination by reason of a Lease Termination Agreement being entered between Landlord and Tenant simultaneously herewith. The date on which the aforementioned Lease is due to terminate is referred to in the Lease Termination Agreement as the "Effective Date." Subject to Sections 5 and 6, the term of this Lease shall expire on July 31, 2000, and on that day at 11:59 P.M. (local time).
5. **Renewal Options.** Tenant shall have the options of extending the term for two (2) periods of five (5) years (each an "Extension Term") by giving written notice of Tenant's exercise to Landlord at least six (6) months prior to the expiration of the term, as it may previously have been extended. Upon exercise of each such option by Tenant, the term shall automatically be extended for the Extension Term upon the same terms, covenants and conditions of this Lease, except that monthly rent for each Extension Term shall be as set forth in Section 7 below.
6. **Cancellation Option.** Notwithstanding anything in Sections 4 and 5 to the contrary, Tenant may at any time during the term (including any Extension Term) terminate this Lease by giving at least one hundred and twenty (120) days advance written notice of Tenant's election to terminate, whereupon this Lease shall automatically terminate on the last day of the calendar month in which such 120th day occurs. If this Lease is cancelled during an Extension Term, then on the date of termination of this Lease in accordance with this Section, Tenant shall pay Landlord a cancellation fee equal to seventy-five percent (75%) of the undiscounted monthly rent due for the balance of the current Extension Term.
7. **Rent.** During the initial term of this Lease, Tenant shall pay no fixed monthly rent whatsoever. However, commencing with

the first day of the first Extension Term, if applicable, monthly rent shall equal Eleven Hundred and No/00 Dollars (\$1,100.00) and shall remain fixed at that amount throughout the remainder of the first Extension Term; such monthly rent shall be due from Tenant on the first day of the first Extension Term and on the first day of each calendar month thereafter during the first Extension Term. Commencing with the first day of the second Extension Term, if applicable, monthly rent shall be increased to Thirteen Hundred and No/00 Dollars (\$1,300.00) and shall remain fixed at that amount throughout the remainder of the second Extension Term; such monthly rent shall be due from Tenant on the first day of the second Extension Term and on the first day of each calendar month thereafter during the second Extension Term. The foregoing rental amounts shall not be affected by the number of ATMs operating from the Premises.

8. **Construction of Premises.** Immediately after commencement of the term, Tenant shall promptly begin, and shall proceed to complete as expeditiously as practicable, the conversion of the Premises to a fully-functioning ATM facility housing two (2) ATMs, and a service room behind the ATMs from which the ATMs may be maintained, serviced and repaired. All such work of demolition, refurbishment and construction shall be undertaken by Tenant at its sole cost and expense and shall substantially conform with the plans and drawings attached hereto as Exhibits "A" and "B". Landlord agrees to cooperate in good faith to facilitate Tenant's construction and installation activities. The ATMs, the ATM Improvements and all of Tenant's trade fixtures, signs and personal property shall be and at all times remain the property of Tenant.

9. **Use.** The Premises may be used by Tenant only for the installation and operation of: (a) one or two (2) ATMs, together with a service and maintenance room behind the ATMs, which in the case of the Premises, shall be constructed by Tenant, together with a new entrance door to be installed by Tenant, as depicted on Exhibit "B"; (b) a telephone handset or other support system for said equipment; (c) trash receptacles and envelope dispenser; (d) a rack for advertising and promotional literature and brochures; (e) network router, hub, DSU/CSU, sync box, alarm wires, and security camera; and (f) such other equipment and accessories (including the bezel) as are or become normally provided by Tenant in connection with the operation of an ATM facility of this type. The items described in clauses (b), (c), (d), (e) and (f) are collectively referred to herein as the "ATM Improvements". Tenant shall make no other use of the Premises or the remainder of the Property without the prior written consent of Landlord.

10. **Erection of Signs.** All Tenant signage for the Premises shall be fabricated, installed and maintained by Tenant at Tenant's sole cost and expense. Pursuant to the Lease referred to in Section 4, Tenant currently has three placard signs, approximately 4 feet by 4 feet, on the building facade. Tenant shall be permitted to retain such signs at their existing locations. However, at Tenant's election at any time during the term hereof, Tenant's may replace such signage with other similarly-sized signage in the same location in connection with any change in Tenant's business name or logo. Without limiting the generality of the foregoing, Landlord hereby approves Tenant's redesigned logo for such signage locations as generally outlined in Exhibit "C," attached hereto. Except as provided hereinabove, any new or additional signage on the exterior of the Property shall be subject to Landlord's giving its prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Prior to the installation of any signs, Tenant shall obtain any sign permits required by applicable governmental authority. All such signs shall at all times remain the property of Tenant.
11. **Removal of ATMs and Signage.** Upon the expiration or other termination of this Lease, Tenant shall remove Tenant's ATM signs, the ATMs and the entrance door to the service and maintenance room, at Tenant's sole cost and expense. Tenant also shall, at its sole cost and expense, (i) repair any damage associated with Tenant's removal of its signs and the ATMs, and paint walls where necessary, and (ii) restore the exterior of the Premises to match, as nearly as practicable, the appearance of the Property facade in the area directly across the courtyard from the Premises (to match tinted glass and stucco wall). Tenant shall not be required to remove or demolish the service and maintenance room behind the ATMs.
12. **Maintenance of Premises.** Tenant shall make all necessary repairs to the ATMs and ATM Improvements (including the existing light fixtures above the ATMs), and shall keep and maintain them in good condition. Tenant may engage an independent contractor to perform Tenant's maintenance obligations hereunder. Landlord shall maintain and repair the sidewalks and other portions of the real property adjacent to the Premises.
13. **Alterations, Additions and Improvements.** Except for ATM Improvements and the signs described in Section 10 above, Tenant shall not make any alterations, additions or improvements to the Premises without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Except as provided otherwise in this Lease, any and all alterations, additions or improvements shall on termination of this Lease

become the property of Landlord and shall remain on the Premises.

14. **Utilities.** Tenant shall pay for all electricity consumed in the Premises. Tenant shall install a separate electrical meter or submeter for the Premises, at Tenant's sole cost and expense, and Tenant shall only be responsible for the payment of electrical charges related to Tenant's usage, as determined by said meter or submeter. Tenant also shall pay for all telephone, data lines, and other communications services dedicated to Tenant's operation of the ATMs and ATM Improvements. Landlord shall not permit any of Landlord's employees to tamper with Tenant's electrical connections or lines, or its telephone, data lines or other telecommunications wiring or equipment.
15. **Landscaping.** Landlord shall maintain all landscaping adjacent to or in the vicinity of the Premises. All such landscaping services shall be undertaken at Landlord's expense, without reimbursement by Tenant, and shall be undertaken and performed to the same standards and frequency as prevail throughout the Property generally.
16. **Maintenance of Lighting Fixtures.** Tenant shall maintain all existing lighting fixtures in the vicinity of the Premises which were originally installed by Tenant, and shall keep them in good working order. Landlord agrees to cooperate with Tenant with respect to AB 244 [California Financial Code §§13000-13070] regulations as they pertain to safety for operation of ATM facilities.
17. **Hours and Manner of Operation.** Tenant shall have exclusive authority to determine hours of ATM operation, and the products and services, and the pricing of same, to be offered through the ATMs. Notwithstanding the foregoing, Tenant shall ensure that the ATMs are not operational during the hours of 11:00 P.M. to 6:00 A.M.
18. **Approval Rights; Trademarks.** Notwithstanding anything in this Lease to the contrary, Landlord and Tenant shall at all times retain prior written approval rights of any marketing or promotional advertisement by the other party which bears the other party's name, logo or trademark or those of any of the other party's fictitious business names. Tenant and Landlord acknowledge and agree that each party's trademarks and trade names are solely the property of such party, respectively, and that this Lease does not in any way grant to the other party the right to use same. Notwithstanding the foregoing, Tenant hereby grants Landlord permission to retain the name "Wells Fargo Plaza" for the building(s) comprising the Property, and Landlord may retain the use of such name, for said building(s)

only, until such time as Landlord desires to designate it by any different name.

19. **Taxes.** In addition to the rent specified hereinabove, Tenant shall pay all personal property taxes assessed on Tenant's fixtures, equipment and machinery.
20. **Damage or Destruction.** If the Property is damaged or destroyed by any cause and such damage or destruction is so severe that it cannot be repaired or restored within 180 days following the casualty, as reasonably determined by Landlord's contractor, then Landlord may terminate this Lease by providing Tenant written notice of such termination not more than thirty (30) days following the occurrence of such damage or destruction. If this Lease is not terminated as aforesaid, then unless Tenant has given Landlord prior notice of Tenant's cancellation of this Lease pursuant to the further terms of this Section 20, Landlord shall, at its own cost and expense, promptly repair the damage and restore the Property. Should said damage or destruction substantially impair, in the reasonable judgment of Tenant, the satisfactory operation of the ATMs, Tenant may terminate this Lease by providing Landlord written notice of such termination not more than thirty (30) days following the occurrence of such damage or destruction.
21. **Eminent Domain.** Should all or any part of the Premises be taken under the power of eminent domain during the term of this Lease, either Landlord or Tenant may terminate this Lease by providing written notice of termination to the other party not more than thirty (30) days following the date of such taking. All damages and compensation awarded or paid because of such taking of the land or Property (other than the ATMs, the ATM Improvements and Tenant's signs) shall belong to Landlord. All damages and compensation awarded or paid because of a taking of the ATMs, the ATM Improvements or Tenant's signs shall belong to Tenant.
22. **Exclusive Right.** So long as this Lease remains in effect, Landlord shall not, without the prior written consent of Tenant (which consent may be given or withheld in Tenant's sole discretion), install or operate, or enter into any lease or similar occupancy agreement for any part of the Property which would permit the installation or operation of, another automated teller machine (or similar mechanism for effecting financial transactions) within or upon the exterior of the building or any other part of the Property. Notwithstanding the foregoing, Landlord and its tenants may operate a point-of-sale electronic fund transfer processing system utilizing debit and credit cards at various point-of-sale locations within the Property.

23. Assignment and Subletting. Tenant shall not assign this Lease, nor sublet the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. A consent by Landlord to one assignment or subletting shall not be deemed to be a consent to any subsequent or subletting. Notwithstanding the foregoing, Landlord hereby consents to the assignment of this Lease to any present or future wholly owned subsidiary or parent of Tenant or to any successor in interest of the entire business of Tenant as a result of a merger, consolidation, purchase of assets, assignment, or by operation of law. Subject to the foregoing, this Lease shall inure to the benefit of and be binding upon each party's successors and assigns.

24. Insurance.

(a) Tenant agrees to procure and maintain at all times during the term of this Lease, a policy of public liability and property damage insurance covering the Premises. Such policy shall provide limits of at least \$1,000,000 for property damage or injury to or death of one or more persons in any one occurrence. Tenant shall be named insured and Landlord shall be named additional insured in said policy of insurance. Tenant shall notify Landlord in writing at least thirty (30) days prior to any changes or cancellations of said policy, and shall deliver evidence of said insurance to Landlord prior to commencement of the term of this Lease. Landlord agrees to procure and maintain at all times during the term of this Lease, a policy of public liability and property damage insurance covering the Property. Such policy shall name Landlord as insured and shall provide limits of at least \$1,000,000 for injury to or death of one or more persons in any one occurrence.

(b) Nothing in this Section 24 shall prevent Tenant carrying insurance of the kind required of Tenant under a blanket insurance policy or policies which cover other properties owned or operated by Tenant in addition to the Premises, nor prevent Tenant from self-insuring against the perils covered by the insurance described in Section 24.(a), such insurance shall be deemed insurance required to be carried by Tenant under this Lease and shall be subject to the provisions hereunder pertaining to such insurance.

(c) Notwithstanding any other provision of this Lease to the contrary (including, without limitation, Section 27 below), each party expressly waives every claim which arises or may arise in its favor and against the other party during the term of this Lease for any and all loss of or damage to any of its property located within or upon the Property and/or the Premises, which loss or damage is covered by such party's

insurance, whether or not such insurance is required hereunder. The waiver contained in this Section shall be effective whether such loss or damage is actually insured or self-insured pursuant to the terms of this Lease. Each party agrees to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver (if required by such policies) and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverage by reason of said waiver, and, if required in writing, to give to the other party a certificate from its insurance company to that effect.

25. **Default.** The following shall constitute an event of default under this Lease: the failure by Tenant or Landlord to observe or perform any of the covenants, conditions or other provisions of this Lease required to be observed or performed by Tenant or Landlord, as the case may be, where such failure shall continue for a period of ten (10) days after written notice thereof by the other party hereto in the case of monetary defaults, or thirty (30) days after written notice thereof by the other party hereto in the case of all other defaults, provided that if such failure relates to a non-monetary default which cannot be cured within such thirty (30) day period, no default shall exist so long as the party failing to observe or perform such covenants, conditions or other provisions promptly commences cure of such failure and diligently prosecutes such cure to completion.
26. **Remedies on Default.** In the event of any default by Tenant or Landlord then, in addition to any other remedies available to the other party hereto at law or in equity, such other party may:
- (a) Continue this Lease (and the other party's rights and obligations hereunder) in effect and thereby be entitled to enforce all rights and remedies under this Lease; or
 - (b) Terminate this Lease by any lawful means after providing written notice to the defaulting party of such intention, and recover from such defaulting party any amount necessary to compensate such other party for all detriment negligently or willfully caused by such defaulting party's failure to perform its obligations under this Lease (subject to Section 28).
27. **Indemnity.** Subject to Section 28 and also subject to other provisions of this Lease with respect to the parties' respective rights and obligations regarding losses covered by insurance, Landlord and Tenant hereby agree as follows:
- (a) Landlord hereby indemnifies and holds Tenant harmless from and against all claims, actions, costs (including, but

not limited to, court costs and attorneys' fees), judgments, liabilities or damages arising out of or resulting from personal injury or property damage of any kind which is caused by the gross negligence or wilful misconduct of Landlord or any of its employees, agents or contractors.

(b) Tenant hereby indemnifies and holds Landlord harmless from and against all claims, actions, costs (including, but not limited to, court costs and attorneys' fees), judgments, liabilities or damage arising out of or resulting from personal injury or property damage of any kind which is caused by the gross negligence or wilful misconduct of Tenant or any of its employees, agents or contractors.

28. **Release from Liability.** Notwithstanding Section 27 or any other provisions of this Lease, in no event shall either party be liable to the other for consequential damages resulting from a breach of this Lease, or incident to any personal injury or property damage occurring in, on or about the Premises or the Property, except and unless such damages were the direct and proximate result of the grossly negligent or wilful acts of the responsible party (or its employees, agents and contractors).
29. **Attorneys' Fees.** In the event of any litigation between Landlord and Tenant in connection with this Lease, the prevailing party shall be entitled to recover from the other party hereto, in addition to such other relief as may be granted, such reasonable attorneys' fees incurred by the prevailing party in instituting or defending such litigation, together with such reasonable costs and expenses of litigation as may be allowed by the court.
30. **Time of Essence.** Time is expressly declared to be of the essence of this Lease.
31. **Waivers.** No waiver of either party hereto of any provision of this Lease shall be deemed a waiver of any other provision hereof or of any subsequent breach by such party of the same or any other provision.
32. **Notices.** Any notice required or permitted by this Lease to be provided to either party hereto by the other party hereto shall be in writing and shall be deemed duly provided and received when personally delivered to the party to which it is directed or, in lieu of such personal delivery, three (3) days after deposit in the United States mail, sent certified mail with first-class postage prepaid (or immediately upon confirmation of transmission receipt after facsimile transmission, provided such notice is also deposited in the U.S. mail as aforesaid), and addressed as follows:

If to Landlord:

Barclays Plaza Associates
1000 Marina Village Parkway
Suite 110
Alameda, CA 94501
Attn: Terence W. Moyer
Tel: (510) 769-0300
Fax: (510) 769-7705

If to Tenant:

Wells Fargo Bank, N.A.
111 Sutter St.
22nd Fl.
San Francisco, CA 94163
Attn: Corporate Prop-
erties Group
Tel: (415) 396-3115
Fax: (415) 396-7659

Either party hereto may by written notice to the other party hereto specify a different address for notice purposes or add one additional address for notice purposes.

33. **Entire Agreement.** This Lease constitutes the entire agreement between the parties hereto with respect to the leasing of the Premises, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. In the event of a conflict between the terms and provisions of this Lease and the terms and provisions of any other agreement, instrument or document, the terms and provisions of this Lease shall prevail. No provision of this Lease may be amended except by an agreement in writing executed by the parties hereto.
34. **Quiet Enjoyment.** Landlord covenants and agrees that so long as Tenant has not committed a default under this Lease, Tenant shall have quiet and peaceful possession of the Premises and shall enjoy all of the rights herein granted without interference by Landlord or anyone claiming by, through, or under Landlord (including tenants or other occupants of the Property) or by the lessor under any master lease of the Property.
35. **Choice of law.** This Lease shall be construed in accordance with and governed by the laws of the State of California, as such laws would be applied to residents of California engaged in a transaction to be performed solely within the State of California.
36. **Construction.** If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. Both parties hereto have assisted in the drafting of this Lease and any ambiguities herein shall not be construed against either party.
37. **Third Party Approvals.** Landlord represents and warrants to Tenant that Landlord has the full right, power and authority

to enter into this Lease without the necessity of obtaining any third party approvals (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.

38. **Authority.** Each individual executing this Lease represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the party for which he or she is executing, and that this Lease is binding upon such party in accordance with its terms.


IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first set forth above.

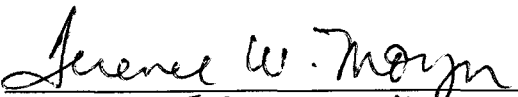
TENANT

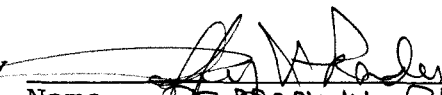
LANDLORD


WELLS FARGO BANK, N.A.,
a national banking association

BARCLAYS PLAZA ASSOCIATES, a
California limited partnership

By 
Name: DAVID DAVIS
Title: VP

By 
Name: TERENCE W. MOYER
Title: GENERAL PARTNER

By 
Name: JEFFREY W. RADER
Title: _____

By 
Name: STEPHEN E. BLOCK
Title: GENERAL PARTNER

Date: 10/15, 1997

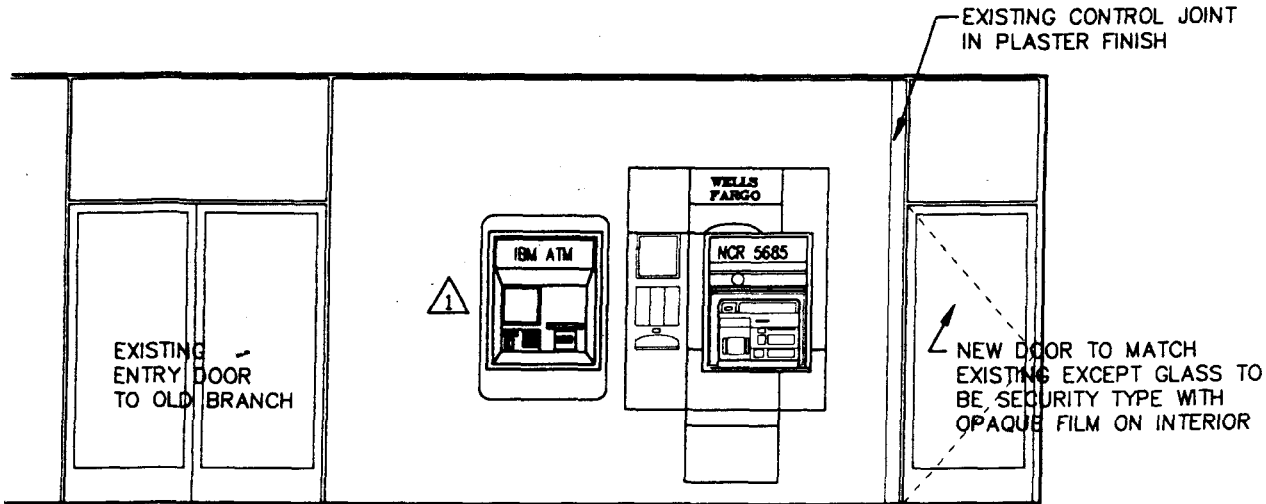
Date: Oct 17, 1997

[Attach Floor Plan as Exhibit "A"]

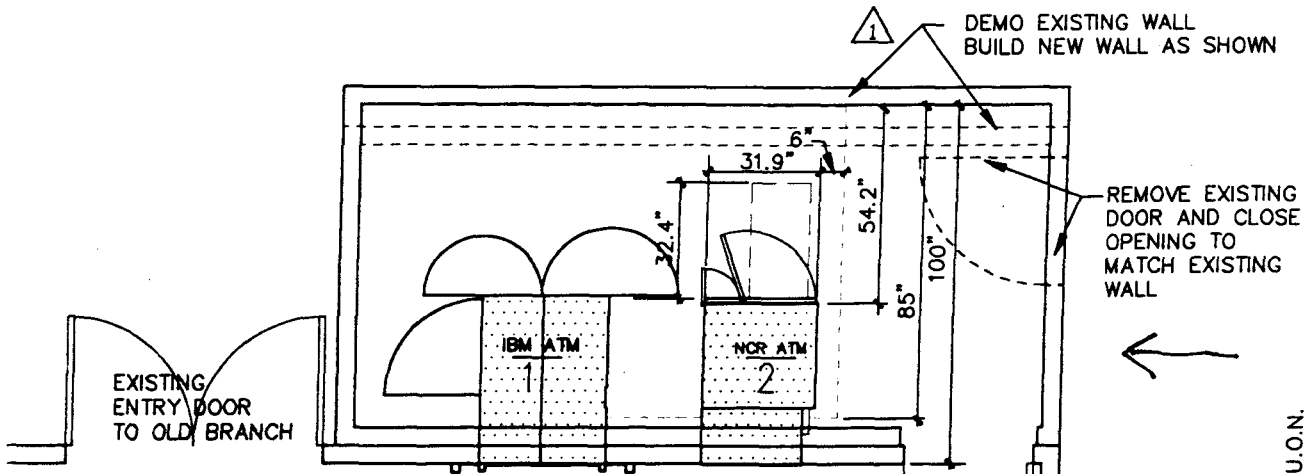
[Attach elevations, showing
new door, as Exhibit "B"]

[Attach signage design as Exhibit "C"]

EXHIBIT A



PARTIAL ELEVATION AT ATM ROOM



PARTIAL PLAN AT ATM ROOM



SCALE 1/4" = 1'-0" U.O.N.

PAUL O. FINWALL AND ASSOCIATES
 ARCHITECTS - PLANNERS
 PENTHOUSE, HEARST BUILDING
 SAN FRANCISCO, CALIFORNIA 94103
 (415) 543-4430
 FAX: (415) 227-0534

LICENSED ARCHITECT
 State of California
 No. C9680, renewal date 30 Nov. 1997

JOB NO. 184-08a

DRAWING NAME: **PRELIMINARY**
 12th St, OAKLAND

Design Studies for:
Wells Fargo Bank
 171 12th Street
 Oakland, California

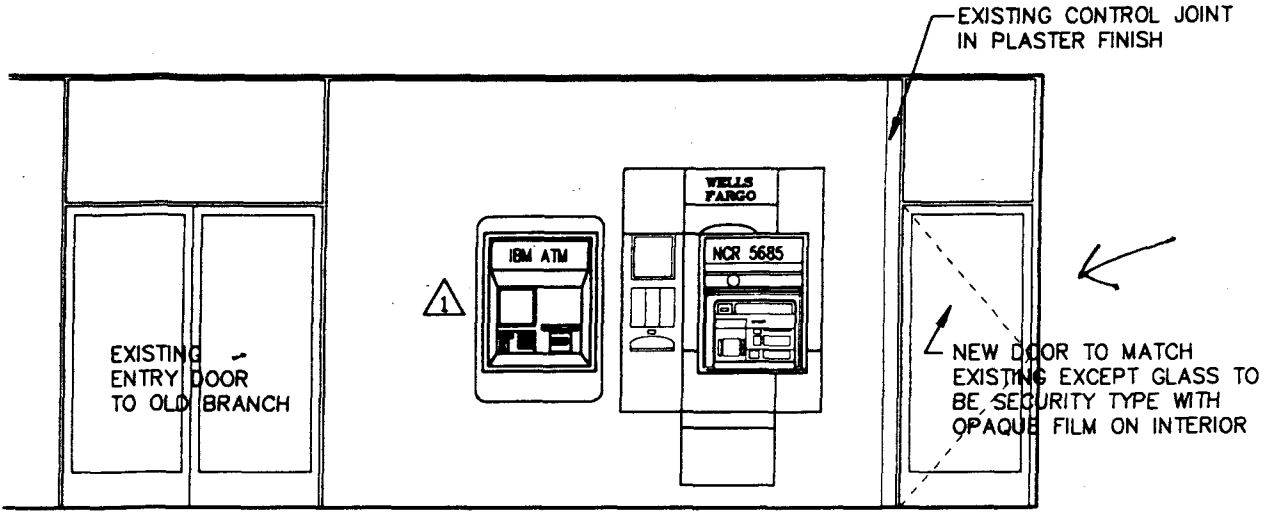
EXHIBIT **A**

PAGE 2 OF 2

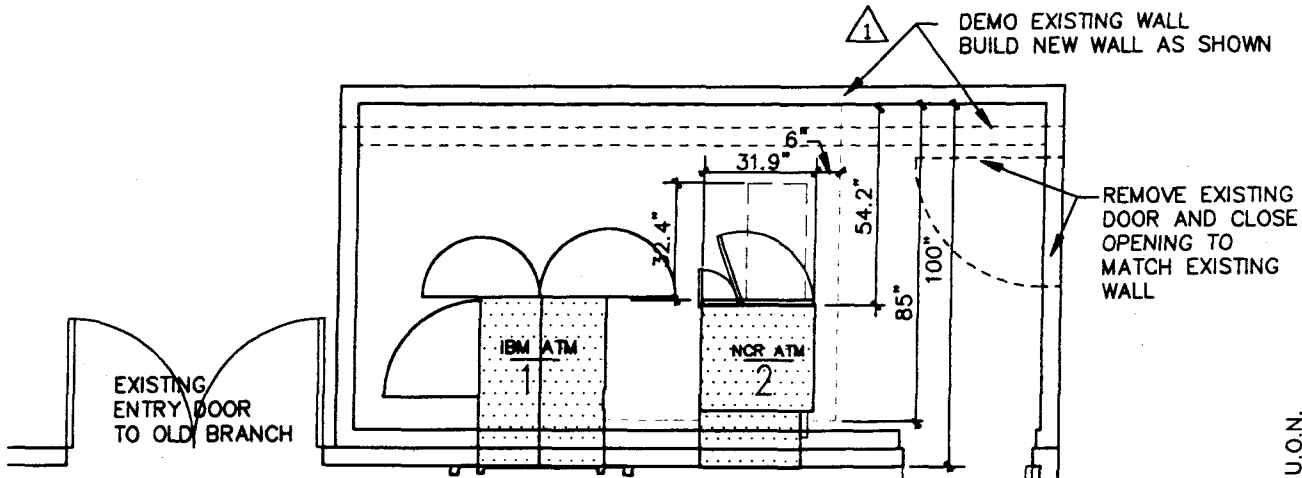
REVISION **AAA**

10/15/97

REFERENCE
 DRAWING NO. 184-06A2



PARTIAL ELEVATION AT ATM ROOM



PARTIAL PLAN AT ATM ROOM



SCALE 1/4" = 1'-0" U.O.N.

PAUL O. FINWALL AND ASSOCIATES
 ARCHITECTS - PLANNERS
 PENTHOUSE, HEARST BUILDING
 SAN FRANCISCO, CALIFORNIA 94103
 (415) 643-4430
 FAX: (415) 227-0534

LICENSED ARCHITECT
 State of California
 No. C9680, renewal date 30 Nov. 1997

JOB NO. 184-06a

DRAWING NAME: **PRELIMINARY**
 12th St, OAKLAND

Design Studies for:
Wells Fargo Bank
 171 12th Street
 Oakland, California

EXHIBIT **A**

PAGE 2 OF 2

REVISION **ΔΔΔΔ**

DATE **10/15/97**

REFERENCE
 DRAWING NO. 184-06A2

Exhibit C

