

STATE OF TEXAS  
COUNTY OF FORT BEND

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KNOW ALL BY THESE PRESENTS:

**AGREEMENT FOR ATM LEASE  
(Justice Center)**

THIS AGREEMENT FOR ATM LEASE ("Lease") is entered into by and between Fort Bend County, Texas, a governmental agency ("Lessor" or "Landlord") and Prosperity Bank, a Texas banking association ("Lessee" or "Tenant").

WITNESSETH:

WHEREAS, this document, including any and all exhibits, addenda, riders, guaranties and estoppels thereto, shall hereinafter be collectively referred to as the "Lease;" and

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee approximately nine (9) square feet (3' x 3') of space (the "Leased Premises") on the first floor of the Fort Bend County Justice Center located at 1422 Eugene Heimann Circle, Richmond, Texas 77469 (the "Premises").

AGREEMENTS:

NOW THEREFORE, the parties hereto agree as follows:

1. LEASE

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, on the terms, covenants, and conditions hereinafter provided, the Leased Premises: a space of 3' x 3' on the first floor of the Fort Bend County Justice Center located at 1422 Eugene Heimann Circle, Richmond, Texas 77469.

2. TERM

The term of this Lease shall commence on the Effective Date (defined below) and, unless terminated earlier as provided herein, shall continue for three (3) years.

If Lessee is in default under any terms of this Lease, Lessor shall give the Lessee written notice of such default, and the failure of Lessee to cure any such default within sixty (60) days after written notice of same by Lessor shall give Lessor the right to cancel this Lease immediately. Notwithstanding the foregoing, however, if the default is not capable of being cured within sixty (60) days from Lessee's receipt of such notice, Lessee shall not be in default if it initiates a cure within such sixty-day period and diligently pursues such cure to completion.

Notwithstanding anything to the contrary contained herein, either party may terminate this Lease by giving the other party at least sixty (60) days' advance written notice.

Upon any such expiration or termination of this Lease in accordance with this section, neither party shall have any further obligation hereunder, except monetary obligations of Lessee, accruing up to and including such termination date shall carry forward, and such other obligations as shall survive the expiration or termination hereof.

Provided that Lessor and Lessee are not in default, then after the initial three (3) year term referenced above, this Lease shall continue on an annual basis until either party notifies the other party with at least sixty (60) days' written notice of termination.

3. USE

The Leased Premises shall be used for the installation, maintenance, repair, and operation of an automated teller machine ("ATM") and for no other purpose.

4. RENT

Tenant shall pay no rent or expenses under this Lease.

5. SECURITY DEPOSIT

No security deposit shall be required.

6. ASSIGNMENT

Lessee shall not assign this Lease nor sublet the Leased Premises in whole or in part, and shall not permit Lessee's interest in this Lease to be vested in any third party by operation of law or otherwise.

7. SERVICES PROVIDED BY LANDLORD

As the Leased Premises is not separately metered for utilities, the Lessor shall provide lighting and heating, ventilation, and air conditioning services for the Leased Premises and electrical service for the ATM and any related exterior or interior signage at such times and in such amounts as Landlord normally furnishes these services to all tenants of the Premises. Landlord shall, at its own expense maintain the exterior walls and the structure, electrical, plumbing, and mechanical systems of the Building.

8. LESSEE'S OBLIGATIONS & LESSOR'S RIGHT TO PERFORM LESSEE'S OBLIGATIONS

Tenant shall maintain the Leased Premises in a clean, safe, operable, attractive condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Lessee, with respect to the Leased Premises, will duly and faithfully observe all the terms and restrictions and perform all the obligations imposed under the Lease.

Lessor shall have the right (but not the obligation) to take, at the sole expense of Lessee, any and all actions required to be taken by Lessor which may be necessary to prevent a default hereunder by Lessee, or to assure complete compliance with the terms of this Lease.

The parties agree that Tenant may place such signs in, on, or about the Leased Premises as are normally placed by financial institutions in, on, or about an ATM, including without limitation, any and all signs and notices required by applicable laws and regulations.

9. INDEMNITY FOR LESSEE'S BREACH

Lessee shall indemnify, defend and hold Lessor, its parent and affiliates, harmless from and against all claims of any kind whatsoever by reason of any breach or default of this Lease on the part of Lessee. Likewise, Lessor shall indemnify, defend and hold Lessee harmless from and against all claims of any kind whatsoever by reason of any breach or default of this Lease on the part of Lessor.

If Lessee shall make default in any of the covenants, agreements, conditions or undertakings herein contained, and such default shall continue for thirty days after notice thereof in writing to Lessee, or if (a) any proceeding under the bankruptcy act of the United States is begun by or against the Lessee, and an order of adjudication, or order approving the petition, be entered in such proceedings, or (b) a receiver or trustee is appointed for substantially all of the Lessee's business or assets, or (c) if Lessee shall make an assignment for the benefit of creditors, or (d) if Lessee shall vacate or abandon the Leased Premises, then, and in any such event, it shall be lawful for the Lessor, at his election, to declare the Term hereof ended and to re-enter the Leased Premises, and to repossess and enjoy the said Leased Premises and any buildings and improvements situated thereon without such a re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full Term of this agreement; provided, however, that Tenant or its agents may enter the Leased Premises at any time(s) during normal business hours up to thirty (30) days after such termination for the purpose of removing the ATM and/or any other equipment or belongings of Tenant.

The foregoing provision for the termination of this Lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of the Lessor for breach of any of said covenants, or for the recovery of said rent for the full Term, and in the event of the termination or default in any of the terms of this Lease as aforesaid.

10. CONDITION OF LEASED PREMISES

Lessee hereby accepts the Leased Premises in their current "as-is" condition, and Lessor shall not be obligated to provide any leasehold improvements to the Leased Premises whatsoever. Upon the expiration or Termination Date of this Lease, Lessee shall quit and surrender the Leased Premises in at least substantially the same condition as on the Commencement Date, provided (i) reasonable modifications, (ii) damage not the fault of

Lessee and (iii) ordinary wear and tear are excepted. In the event Lessee should elect to install any leasehold improvements to the Leased Premises, such leasehold improvements shall be subject to the prior approval of Lessor.

11. SURRENDER OF PREMISES

Lessee agrees that time shall be of the essence with respect to Lessee's obligation to surrender possession of the Leased Premises to Lessor upon the Termination Date of this Lease, and further agrees that in the event that Lessee does not promptly surrender possession of the Leased Premises to Lessor, upon such Termination Date, Lessor, in addition to any other rights and remedies Lessor may have against Lessee for such holding over, shall be entitled to bring summary proceedings against Lessee.

12. INSURANCE

- a. Insurance by Lessor. Lessor shall insure the Premises, including the Leased Premises, against loss or damage by fire or other hazards by maintaining a broad form property insurance policy with extended coverage and traditional business interruption coverage. Lessor shall not be obligated to insure against damage to Lessee's personal property, trade fixtures, or improvements to the Leased Premises.
- b. Insurance by Lessee. Lessee shall obtain and keep in effect the following insurance insuring Lessee, Lessor and all mortgagees and any other person or entity designated by Lessor as having an interest in the Leased Premises (as their interests may appear):
  - (i) Insurance upon all property in the Leased Premises owned by Lessee or for which Lessee is legally liable and on fixtures and improvements installed in the Leased Premises. Such policies shall be for an amount of the full replacement cost with broad form property coverage with traditional "extended coverage", including but not limited to vandalism, malicious mischief, sprinkler leakage and water damage;
  - (ii) Commercial general liability insurance including fire, legal liability and "insured contracts" coverage with respect to the Lessee's operations associated with the Premises and the Leased Premises, including activities conducted by Lessee and any other person associated with the Lessee in the Leased Premises and any other person performing work on behalf of Lessee and those for whom Lessee is by law responsible in any other part of the Premises. Such insurance shall be written with inclusive limits of not less than Five Hundred Thousand Dollars (\$500,000) for each occurrence for bodily injury and property damage, personal damage, personal injury, or other injury, or such higher limits as Lessor, acting reasonably, may require from time to time. The limit of said insurance shall not, however, limit the liability of Lessee hereunder. Lessor shall be added as additional insured on all liability policies maintained by Lessee;

- (iii) Any other form of insurance as Lessor may reasonably require from time to time. Such insurance shall be in form, amounts, and for the risks which a prudent Lessee would insure.

All policies of insurance maintained by Lessee shall be in a form with an A.M Best rating of at least (A-)(VIII); issued by an insurer and licensed to do business in the State of Texas. If requested by Lessor, Lessee shall, upon the Commencement Date, and thereafter upon reasonable request by Lessor, deliver to Lessor, or Lessor's designated representative, certified copies and written evidence satisfactory to Lessor that all premiums have been paid and all policies are in effect.

- c. Increase of Premiums. Lessee will not do anything or fail to do anything which will cause the cost of Lessor's insurance to increase or will prevent Lessor from procuring policies (including but not limited to public liability) from companies and in a form satisfactory to Lessor.

### 13. CASUALTY

- a. Repair Estimate. If the Leased Premises are damaged by fire or other casualty (a "Casualty"), Lessor shall, within thirty (30) days after Lessor receives knowledge of such Casualty, deliver to Lessee a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by Casualty.

- b. Lessor's and Lessee's Rights.

(1) Relocation. If, because of a Casualty, Lessee is prevented from conducting its business in the Leased Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Lessor estimates that the damage caused thereby cannot be repaired within one hundred eighty (180) days after the commencement of repair ("Substantial Casualty"), then the Lessor may, at its option and expense, relocate Lessee to office space reasonably comparable to the Leased Premises (the "Relocation Premises"), provided that Lessor notifies Lessee of its intentions to do so in the Damage Notice. If Lessor relocates Lessee, Rent shall be abated only from the date of such damage until the Relocation Premises are tendered to Lessee, and thereafter, Lessee shall pay to Lessor the lesser of the Rent or the fair market rental value of the Relocation Premises (including all additional rent and expenses associated therewith). Such relocation may be for a portion of or the entire remaining Term. Lessor shall complete any such relocation within one hundred eighty (180) days after Lessor has delivered the Damage Notice to Lessee.

(2) Lessor Elects Not to Relocate Tenant. If Lessor does not elect to relocate Lessee following such Substantial Casualty, then, unless Lessee caused such damage, Lessee may terminate this Lease by delivering written notice to Lessor of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Lessee. Following a Substantial Casualty, if Lessor does not relocate Lessee and Lessee does not

terminate this Lease, then Lessor shall repair the Premises or the Leased Premises, as the case may be, as provided below, and Rent for any portion of the Leased Premises necessary for Lessee's business that was rendered un-leaseable shall be reasonably abated from the date of damage until the completion of the repair, unless Lessee caused such damage, in which case, Lessee shall continue to pay Rent without abatement. Rent shall not be abated or reduced for a Casualty that is not a Substantial Casualty.

- c. **Repair Obligation.** Notwithstanding the foregoing, if any Casualty (including a Substantial Casualty) damages a material portion of the Leased Premises, and Lessor makes a good faith determination that restoring the Leased Premises would be uneconomical, then Lessor may terminate this Lease by giving written notice of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Lessee, and Rent shall be abated as of the date of the Casualty. If Lessor does not elect to terminate this Lease following a Casualty (including a Substantial Casualty), then Lessor shall, within a reasonable time after such Casualty, restore the exterior walls and the structure, electrical, plumbing, and mechanical systems of the Building to substantially the same or better condition as existed immediately before such Casualty. However, Lessor shall not be required to repair or replace any part of the furniture, equipment, fixtures, and other improvements which may have been placed by, or at the request of, Lessee or other occupants in the Premises or Leased Premises, and Lessor's obligation to repair or restore shall be limited to the extent of the insurance proceeds actually received by Lessor for the Casualty in question.
- d. **Other Repairs.** All repairs, maintenance, replacement or reconstruction to the interior of the portion of the building leased by Lessee, including but not limited to replacement of glass doors and windows and repair of the plumbing, are to be made by Lessee at Lessee's expense. If Lessee fails to make such repairs or replacements promptly or within fifteen (15) days of occurrence, Lessor may, at its option, make such repairs or replacements and Lessee shall repay the costs thereof to Lessor on demand.

#### 14. ADDITIONAL INSURANCE REQUIREMENTS

In addition to the insurance requirements outlined hereinabove, Lessee will keep in full force and effect fire, extended coverage, and vandalism and malicious mischief insurance, insuring the personal property, furniture, furnishings, fixtures, materials, equipment and supplies belonging to Lessee located on the Leased Premises for not less than the actual replacement value thereof.

#### 15. PERSONAL PROPERTY TAXES

Lessee shall pay all taxes assessed against all personal property located on the Leased Premises and shall also pay all privilege, excise and other taxes duly assessed. Lessee shall pay said taxes when due so as to prevent the assessment of any late fees or penalties.

16. CONDEMNATION

If, during the term of this Lease, the Premises shall be taken or condemned, either in whole or part, by competent authorities for public or quasi-public use, the Lease shall terminate as of the date of taking.

17. ESTOPPEL AND LIENS

On reasonable request, Lessee shall execute estoppel certificates that state the commencement and termination dates of the Lease, identify any amendments to the Lease, describe any rights to extend the Lease Term or purchase rights, list defaults by the Lessor, and provide any other information reasonably requested. Lessee further agrees that Lessor may place liens on the Leased Premises and herein agrees to subordinate its interest in the Leased Premises to the mortgagee.

18. DEFAULT BY LESSOR

Failure to comply with any provision of the Lease within thirty (30) days after written notice or failure to provide essential services to Lessee within ten (10) days after written notice shall give Lessee the right to cancel this Agreement with sixty (60) days notice. Notwithstanding the foregoing, however, if the default is not capable of being cured within sixty (60) days from Lessor's receipt of such notice, Lessor shall not be in default if it initiates a cure within such sixty-day period and diligently pursues such cure to completion.

REMEDIES OF LESSEE

Terminate the Lease if Lessor does not comply with the provisions of the Lease within the applicable notice period described above; provided, however, that Lessor will not be in default if not reasonably capable of complying within the notice period and Lessor has commenced a cure within the notice period and diligently pursues the cure.

19. DEFAULT BY LESSEE

Failure to comply with any provision of the Lease within thirty (30) days after written notice shall give Lessor the right to cancel this Agreement with sixty (60) days notice. Notwithstanding the foregoing, however, if the default is not capable of being cured within sixty (60) days from Lessee's receipt of such notice, Lessee shall not be in default if it initiates a cure within such sixty-day period and diligently pursues such cure to completion.

REMEDIES OF LESSOR

Enter and take possession of Leased Premises, after which Lessor may relet the Leased Premises and receive rent directly by reason of the reletting, enter the Leased Premises and perform the Lessee's obligations; or terminate the Lease by written notice.

20. HOLDOVER

Should Lessee not vacate the Leased Premises following the termination of the Lease, Lessee shall become a “tenant at will” and shall vacate the Leased Premises upon receipt of notice from Lessor. No holding over by Lessee, whether with or without consent of Lessor, shall extend the term of the Lease.

21. VENUE

Any action for enforcement of the terms and conditions of this Lease shall be subject to the jurisdiction and laws of the State of Texas, and any such action shall be brought in a court of competent jurisdiction in Fort Bend County, Texas.

22. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties hereto, and no earlier statements or prior written matter shall have any force or effect. Lessee agrees that it is not relying on any representations or agreements of Lessor or its agents, except those contained in this Lease. This Lease shall not be modified, canceled, or amended except by written instruments subscribed by both parties.

23. SUCCESSORS

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns, if applicable.

24. NOTICES

Any notice required or desired to be given to any party hereto shall be given either by certified mail or a nationally recognized delivery service, return receipt requested, and shall be addressed to the parties hereto at their addresses set forth below:

If to Lessee:

To Lessee at the Leased Premises or as follows:

\_\_\_\_\_  
Prosperity Bank

\_\_\_\_\_  
Houston, Texas \_\_\_\_\_

If to Lessor:

County: Fort Bend County  
Attn: County Judge  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: District Clerk  
301 Jackson Street, Suite 201  
Richmond, Texas 77469

Lessee shall at all times during the Term of this Lease, send Lessor copies of all notices it receives from any government entity, in connection with the Leased Premises and Lessee's occupancy thereof, promptly upon Lessee's receipt thereof.

25. BROKERS

Lessee and Lessor each covenant, warrant and represent that they have not dealt with any broker in connection with this Lease

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed and sealed as of the later of the dates written below (hereinafter referred to as "Effective Date").

LESSOR:

LESSEE:

**FORT BEND COUNTY, TEXAS**

**PROSPERITY BANK**

By: \_\_\_\_\_

By :  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Chase Zalman

Title: \_\_\_\_\_

Title: Houston Area President

Date: \_\_\_\_\_

Date: 2/3/2026