

FIRST AMENDMENT
TO
THE TEXAS A&M UNIVERSITY SYSTEM
DEPOSITORY AND PLEDGE AGREEMENT

THIS FIRST AMENDMENT TO THE TEXAS A&M SYSTEM DEPOSITORY AND PLEDGE AGREEMENT (this “Amendment”) is made as of July 26, 2021, by and between The Texas A&M University System (the “Depositor”) and Wells Fargo Bank, National Association, a national banking association (the “Bank”).

RECITALS

A. Pursuant to The Texas A&M University System Depository and Pledge Agreement, signed as of April 6, 2017 and effective as of May 1, 2017, by and between the Depositor and the Bank (the “Depository and Pledge Agreement”), the Bank agreed to act as depository of all Securities, deposits and cash delivered by the Depositor to the Bank and held in the accounts in accordance with the terms and conditions set forth therein.

B. Both the Depositor and the Bank have agreed to an amendment to the Depository and Pledge Agreement in the manner and for the purposes set forth in this Amendment subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined in this Amendment shall have the meanings that are set forth in the Depository and Pledge Agreement. Unless otherwise noted, all references to sections or section numbers are to those of the Depository and Pledge Agreement.

2. **Amendments to the Depository and Pledge Agreement.**

(a) A new Article I shall be inserted immediately before Article II in the Depository and Pledge Agreement. The new Article I shall read in its entirety as follows:

“I.

The Board of Regents of the System, as governing body of DEPOSITOR, hereby designates BANK as a depository for the period May 1, 2017 through April 30, 2027 or until this Agreement has been canceled in accordance with its provisions, for certain accounts in the name of THE TEXAS A&M UNIVERSITY SYSTEM (including accounts in the name of any Member institution or agency which is now or may hereafter become a part of The Texas A&M University System), which accounts shall be opened by the DEPOSITOR designating the accounts and making deposits therein and BANK accepting said deposits.”

(b) Article XIII shall be amended to add “Texas Division of Emergency Management” immediately after “Texas A&M Veterinary Medical Diagnostic Laboratory”.

(c) Article XIV shall be replaced in its entirety and shall read as follows:

“XIV.

From the period of May 1, 2022 through April 30, 2027, the BANK will be compensated in accordance with the pricing list attached hereto as Exhibit A. The BANK agrees to offset monthly service fees against its customary earnings credit for balance in DEPOSITOR’s non-interest bearing transaction accounts. With the exception of the services identified as Branch Services in Exhibit A, prices for depository services shall be fixed for the term. With respect to Branch Services, pricing shall be fixed for the period of May 1, 2022 through April 30, 2027 as long as the total fees for Branch Services in any given month do not exceed 3% of total monthly service fees. If the fees exceed this threshold then the BANK may, in its sole discretion, increase Branch Services pricing to match its internal cost for those services. This will be evaluated annually by the BANK with 60 days written notice to be provided to Depositor if Branch Services fees will be increased.”

3. **Confirmation of Documents.** Each party hereto, hereby confirms the Depository and Pledge Agreement and its obligations thereunder.

4. **References in the Depository and Pledge Agreement.** Upon the effectiveness of this Amendment, each reference in the Depository and Pledge Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of similar import shall mean and be a reference to the Depository and Pledge Agreement as amended by this Amendment.

5. **Governing Law.** This Amendment shall be construed in accordance with and governed by the substantive laws of the state of Texas without regard to its conflict of laws provisions.

6. **Headings.** Section headings in this Amendment are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts when taken together shall constitute but one and the same instrument and may be sufficiently evidenced by one set of counterparts.

[Signature page follows]

WITNESS the due execution hereof by the respective duly authorized officers of the undersigned as of the date first written above.

THE TEXAS A&M UNIVERSITY SYSTEM

By: Maria L. Robinson
Name: Maria L. Robinson
Title: Chief Investment Officer and Treasurer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: Karl F Propst
Name: Karl F Propst
Title: Senior Vice President/Relationship Manager



Exhibit A

The Texas A&M University System

Service Description	Price
ACH Fraud Filter	
ACH CEO FRAUD FILTER REVIEW MO BASE	5.00000
ACH BLOCK/FRAUD FILTER STOP BASE	5.00000
ACH CEO FRAUD FILTER REVIEW - ITEM	0.05000
ACH Origination	
ACH CEO RETURN SUBSCRIPTION - ITEM	0.02000
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	10.00000
ACH MONTHLY BASE	8.00000
ACH FUTURE DATED ITEM	0.02500
ACH SAME DAY	0.05000
ACH ORIGINATED - ADDENDA REC	0.00000
ACH RETURN ADMIN -ELECTRONIC	1.00000
ACH RETURN ADMIN -MANUAL	1.00000
ACH RETURN ITEM-ELECTRONIC	1.00000
ACH RETURN ITEM-MANUAL	1.00000
ACH RETURN UNAUTHORIZED -ELECTRONIC	1.00000
ACH RETURN UNAUTHORIZED -MANUAL	1.00000
ACH RETURN UNAUTHORIZED QUALITY FEE	1.00000
ACH PAYMENTS ONLINE BATCH RELEASE	3.00000
ACH TRANSMISSION CHARGE	3.00000
ACH FAX SERVICE	1.00000
ACH DELETE - ITEM	3.00000
ACH REVERSAL - ITEM	3.00000
ACH PAYMENTS BASE FEE	8.00000
ACH PAYMENTS FUTURE DATED ITEM	0.03000
ACH PAYMENTS SAME DAY ITEM	0.05000
ACH CUSTOMER REPORTS	0.00000
ACH SPECIAL INVESTIGATION	15.00000
ACH AUTHORIZATION INVESTIGATION	15.00000
ACH NOC - FAX ADVICE	1.00000
ACH NOC - INFO REPORTING ADVICE	1.00000
ACH WELLS FARGO NOC - FAX ADVICE	0.00000
ACH WELLS FARGO NOC-INFO REPT ADVIC	0.00000
ACH CEO SUBSCRIPTION - ACCOUNT	10.00000
ACH CEO SUBSCRIPTION - ITEM	0.02000
CEO ACH HYP ITM DET INQ - PER ITEM	0.00000
ACH ELECTRONIC CHECK RETURN	1.00000
ACH Receive	
ACH RECEIVED ITEM	0.01000

Service Description	Price
Account Reconciliation	
ARP PARTIAL RECONCILIATION - ITEM	0.02000
CEO CHECK ISSUES-ITEM	0.00000
ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00000
ARP FULL RECON-ITEM	0.02000
ARP MONTHLY BASE - FULL	20.00000
ARP MONTHLY BASE - PARTIAL	15.00000
ARP OPTIONAL REPORTS	0.00000
ARP OUTPUT - TRANSMISSION	5.00000
ARP PAPER STATEMENT/REPORT DELIVERY	0.00000
ARP PAPER STMT/REPORT MONTHLY BASE	0.00000
ARP PART POSITIVE PAY ISSUE - ITEM	0.01000
CEO ARP STMT & RPTS MONTHLY BASE	0.00000
OUTGOING TRANSMISSION - PER ITEM	0.00000
Branch Services	
CASH ORDER FEE IN A WF BRANCH	7.00000
ROLLED COIN FURNISHED BY WF BRANCH	0.50000
CURRENCY FURNISHED BY WF BRANCH	0.00300
WF CHK CASHED FOR NONACCT HOLDER	0.00000
BRANCH DEPOSIT	3.50000
Cash Vault	
CASH VAULT DEPOSIT CASH AND CHECK	0.25000
CV CASH ONLY OR CHECK ONLY DEPOSIT	0.25000
CASH VAULT ADJ ADVICE - US MAIL	0.00000
CASH VAULT CURRENCY FURN-NONSTD	0.00100
CASH VAULT DEP - ADJUSTMENT	0.00000
CASH VAULT DEP - CURRENCY/COIN DEP	0.00100
CASH VAULT MONTHLY BASE	0.00000
CASH VAULT ORDER - AUTOMATED	0.00000
Controlled Disbursement	
CONT DISB CASHED CHECK-FLOAT FEE	0.00000
CONT DISB MICR REJECTS >1% THRU 2%	0.00000
CONT DISB MICR RJECTS OVER 2%	0.00000
CEO CONT DISB SUBSCRIPTION BASE	0.00000
CONT DISB ACCT MAINT W/CXSTR	25.00000
CONT DISB CHECKS PAID	0.04000
CONT DISB CREDITS POSTED	0.01000
Desktop Deposit/Electronic Check	
DESKTOP DEPOSIT IMAGES RETRIEVED	0.00000
DESKTOP DEPOSIT DISCRETIONARY DATA	0.03000
DESKTOP DEPOSIT MONTHLY BASE	0.00000
DESKTOP DEPOSIT REPORT PER ITEM	0.00000
DESKTOP DEPOSIT-DEPOSIT CREDITED	0.25000
DESKTOP DEPOSIT-DEPOSITED ITEM	0.06000
WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	0.04000
WF ELEC DEPOSIT-DEPOSITED ITEM	0.06000
EDI Reporting	
REC MGR EDI REPORT FAX PER PAGE	0.50000
CEO EDI PMT DETAIL - ADDENDA ITEM	0.01000
CEO EDI PMT DETAIL - ITEM	0.02000
CEO EDI PMT DETAIL SUBSC MO BASE	7.50000
REC MGR EDI REPORT ACH ADDENDA ITEM	0.00000
REC MGR EDI REPORT ACH ITEM	0.00000
REC MGR REPORT FAX/MAIL MNTHLY BASE	0.00000

Service Description	Price
General Account Services	
OVERDRAFT CHARGE-PAID ITEM	25.00000
ACCT MAINTENANCE	8.00000
ACCT MAINTENANCE CHEXSTOR-PLUS	8.00000
DEBITS POSTED	0.01000
ELECTRONIC CREDITS POSTED	0.01000
DDA STATEMENT - PAPER	0.00000
CLIENT ANALYSIS INVOICE	0.00000
DDA STMT W/IMAGE CLASSIC-MTHLY BASE	0.00000
CEO E-STMT SUBSCRIPTION - ACCOUNT	10.00000
CEO E-STMT SUBSCRIPTION - ITEM	0.05000
General Disbursement Services	
STOP PAYMENT - AUTO RENEWAL	0.00000
CHECK CASHING THRESHOLD MO BASE	0.00000
CHECKS PAY TO INDIV BLOCK MO BASE	1.00000
OTC DEBIT BLOCK MONTHLY BASE	1.00000
PYMT AUTH MAX CHECK MTHLY BASE	1.00000
STOP PAYMENT - ONLINE	5.00000
DDA CHECKS PAID	0.04000
Global Check Clearing	
DEPOSITED CHECK ON CANADIAN BANK	5.00000
Image Delivery	
WELLSIMAGE PAID CHECK PER ITEM	0.01000
CEO SEARCH	0.00000
CEO IMAGE VIEW < 90 DAYS - ITEM	0.10000
CEO IMAGE VIEW > 90 DAYS - ITEM	0.10000
WELLSIMAGE PAID CHECK MONTHLY BASE	0.00000
WELLSIMAGE PAID CHECK PER CD	20.00000
Incoming International and FX Wires	
FX ONLINE WIRE FROM USA ACCT	5.00000
Incoming Wire Transfers	
WIRE IN TO USA ACCT-USA DOMESTIC	4.00000
WIRE IN XBDR CORRESP BANK-USD/FX	5.00000
WIRE IN XBDR USA ACCT-USD OR FX	5.00000
WIRE IN REPAIR	0.00000
WIRE PERFECT RECEIVABLE USA ACCT	0.02000
Information Reporting	
CEO ALERTS SERVICE - EMAIL	0.20000
CEO ALERTS SERVICE - TEXT	0.20000
CEO DEPOSIT DETAIL RPT SUBSCRIPTION	5.00000
CEO INTRADAY REPORTING ITEMS RPTD	0.05000
CEO INTRADAY REPORTING SUBSCRIPTION	10.00000
CEO PREV DAY EXT DETAIL ITEMS RPTD	0.05000
CEO PREV DAY REPORTING ITEMS LOADED	0.05000
CEO PREV DAY REPORTING SUBSCRIPTION	10.00000
CFA ACCT MONTHLY BASE	500.00000
CFA ACCT MONTHLY BASE	0.00000
CFA INFO REPORTING INTRADAY/ITEM	0.00000
BAI MONTHLY BASE	20.00000
BAI TRANSACTIONS REPORTED	0.03000
Other Non TM	
RECOUPMENT MONTHLY	0.00333

Service Description	Price
Paper Checks Deposited	
DEPOSITED CHECK	0.06000
Perfect Receivables	
ACH/WIRE PERFECT RECEIVABLE-MO BASE	30.00000
ACH PERFECT RECEIVABLES - ITEM	0.02000
ACH PERFECT RECEIVABLES - ADDENDA	0.01000
Positive Pay	
PAYEE VALIDATION STANDARD-ITEM	0.00000
POSITIVE PAY EXCEPTION - CEO IMAGE	0.05000
CONT DISB PERFECT PRESENT CHK RTN	1.00000
POS PAY CHECKS WITH NO ISSUE RECORD	0.00000
POSITIVE PAY MONTHLY BASE	10.00000
POSITIVE PAY ONLY - ITEM	0.00000
POSITIVE PAY ONLY MONTHLY BASE	10.00000
CONT DISB PERFECT PRESENT BASE	0.00000
CONT DISB PERFECT PRESENT EXCEP	1.00000
Returned Items	
CEO RETURN ITEM RETRIEVAL-IMAGE	1.00000
CEO RETURN ITEM SERVICE MTHLY BASE	0.00000
RETURN ITEM - CHARGEBACK	2.00000
RETURN ITEM SPECIAL INSTRUCTIONS	0.00000
RETURN ITEM SPECIAL INST MTHLY BASE	0.00000
RETURN ITEM REDEPOSITED	2.00000
CEO RETN ITEM SUBSCRIPTION OPT DETL	0.00000
CEO RETN ITEM SUBSCRIPTION PER ACCT	10.00000
CEO RETN ITEM SUBSCRIPTION PER ITEM	0.00000
CEO RETURN DECISIONING PER ITEM	1.00000
Wires Origination and Reporting	
WIRE INQUIRY DETAIL PER ITEM-CEO	0.01000
WIRE TRANSFER REPORT BASE-CEO	5.00000
WIRE BASE -VOICE	0.00000
WIRE PIN BASE	0.00000
WIRE MAIL CONFIRMATION	1.00000
WIRE OUT XBDR FX CEO/API	5.00000
WIRE TEMPLATE STORAGE BASE	0.00000
WIRE BOOK TRANSFER CEO/API	0.00000
WIRE OUT DOMESTIC CEO/API	4.00000
WIRE OUT XBDR USD CEO/API	5.00000
WIRE INVESTIGATION	0.00000
WIRE OUT REPAIR	0.00000
WIRE OUT USA ACCT-RETURNED TO CUST	0.00000
WIRE TRANSFER RPRT PER ITEM-CEO	0.02000
WIRE INFOFAX BASE	20.00000
WIRE INFOFAX ITEM	5.00000
Zero Balance Account (ZBA)	
ZERO BALANCE MASTER ACCOUNT MAINT	0.00000
ZERO BALANCE MONTHLY BASE	5.00000

Service Description	Price
Stagecoach Deposit Post Verify	
POST VERIFY CASH DEPOSITED	0.00200
BRANCH DEPOSIT POST VERIFY	2.50000

Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Sales Consultant or visit: www.wellsfargo.com/accountanalysis for additional information about the services.

Regarding your services

Alerts Service

Charges are assessed against the volume of Alerts per user, per company, per month basis. Users are only charged for the first 80 events/alerts per month, per delivery mechanism (email or text). There is no per company cap for billing.

Wire Book Transfer

A CEO Wire book transfer is between two accounts initiated via CEO Wires Book Transfer workflow. A Payment Manager Book transfer is charged when the debit and credit accounts are setup in a single CEO Company id and entitled to Book Transfer.

Services with No Volumes

Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.



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