



October 15, 2019

**VIA Certified Mail**

Collin County  
Attn: Purchasing Department  
2100 S McDonald Street, Suite 230  
McKinney, TX 75069

Re: That certain ATM Agreement dated July 12, 1994, as amended by that Contract Amendment Number: One (1) dated November 8, 2006, and as amended by that Contract Amendment Number: Two (2) dated August 1, 2007 (the "Lease") between Collin County (the "Landlord") and LegacyTexas Bank, a Texas banking association, successor to ViewPoint Bank. (the "Bank").

Dear Landlord:

Pursuant to that certain Agreement and Plan of Reorganization dated June 16, 2019 (the "Agreement") by and between Prosperity Bancshares, Inc. ("Bancshares") and LegacyTexas Financial Group, Inc. ("LegacyTexas"), it is contemplated that LegacyTexas will merge with and into Bancshares (the "Merger") on or about November 1, 2019 (the "Effective Date"). Bancshares is the parent company of Prosperity Bank, a Texas banking association ("Prosperity Bank"), and LegacyTexas is the parent company of the Bank. The Agreement also contemplates that the Bank will merge with and into Prosperity Bank (the "Bank Merger") on the Effective Date immediately after the Merger.

The Bank Merger will result in the transfer of the Bank's rights and obligations under the Lease to Prosperity Bank and the assumption by Prosperity Bank of the Bank's obligations under the Lease, effective as of the Effective Date (the "Assignment and Assumption"). The Lease requires, or may require, that the Bank obtain Landlord's prior written consent to or approval of the Assignment and Assumption, and Landlord's signature below shall evidence such consent and approval.

Notwithstanding anything contained herein or in the Lease to the contrary: (i) this shall not be construed in any manner to modify, waive or affect any of the provisions of the Lease, or to waive any breach or default by the Bank under the Lease except as might arise on account of the Assignment and Assumption if not for the Landlord's execution of this letter; (ii) the Lease shall remain in full force and effect; and (iii) this shall not be construed as a consent by Landlord to any other transfer or assumption.

Beginning on the Effective Date, Prosperity Bank's address for notices under the Lease shall be:

Prosperity Bank  
Attn: Legal Department  
80 Sugar Creek Center Blvd  
Sugar Land, TX 77478  
Fax: (281) 269-7222  
Email: joel.mattson@prosperitybankusa.com

This letter may be executed in counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts shall together constitute one and the same instrument. A signed copy of this letter delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this letter. My email address is [mays.davenport@legacytexas.com](mailto:mays.davenport@legacytexas.com).

If you agree with the foregoing, please so indicate by signing in the space set forth below.

BANK

LegacyTexas, a Texas banking association

By: 

ACKNOWLEDGED AND AGREED TO:

LANDLORD

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

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

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

