

ATM LEASE AGREEMENT

(Drive-Up ATM)

3141 Turner Hill Rd., Stonecrest, GA 30038 [Turner Hill GAW-804]

THIS ATM LEASE AGREEMENT (this “**ATM Lease**”) is made and entered into on this 12 day of May, 2025 (the “**Effective Date**”), by and between CANTON COMMERCIAL LLC, a Georgia limited liability company (“**Landlord**”) and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (“**Tenant**”), who agree as follows:

1. SUMMARY OF ATM LEASE TERMS:

1.1 PREMISES: Tenant’s drive-up ATM facility consisting of an automated teller machine and network equipment room, located on that certain parcel of real property located at the address shown above (the “**Property**”) and as generally depicted on Exhibit “A” attached hereto, and is incorporated herein by reference, along with Tenant’s signage, lighting, equipment and other improvements constructed thereon (the “**Premises**”).

1.2 CRITICAL AREA: That portion of the Property as marked in yellow shown as such on Exhibit “A”.

1.3 COMMON AREAS: Those portions of the Property which are generally available for use by Landlord and all tenants on the Property and their respective employees, agents and invitees (the “**Common Areas**”).

1.4 COMMENCEMENT DATE: The “**Commencement Date**” is the Effective Date of this ATM Lease.

1.5 TERM: The “**Term**” of this ATM Lease shall consist of the Initial Term and any Renewal Terms that are exercised by Tenant. The “**Initial Term**” shall commence on the Commencement Date and shall expire, if not sooner terminated, on the last day of the calendar month within which the fifth (5th) anniversary of the Commencement Date occurs. Tenant may extend the Term of the ATM Lease for up to two (2) additional periods of five (5) years each (each, a “**Renewal Term**” or collectively, the “**Renewal Terms**”), which are exercisable in accordance with Section 3 below.

1.6 BANKING USE: As used in this ATM Lease, the term “**Banking Use**” shall mean the operation of, or use of services for the operation of, automated teller machines or other self-service banking devices capable of accepting and operating with any and all credit, debit, and/or identification cards, or by other means, as may exist in the future through advances in technology, including, but not limited to, devices used to make and/or receive deposits, make loans to the general public, open accounts, and provide video or other remote access to representatives of Tenant, including but not limited to so-called “ATMs with Teller Assist” and/or “Video Teller Machines” (individually and collectively, as the context may require, “**ATMs**”).

1.7 RENTAL: During the Term of this ATM Lease, including any Renewal Terms exercised by Tenant, Tenant shall pay rental to Landlord in accordance with the following schedule (the “**Rental**”):

<u>Period</u>	<u>Rental</u>
Years 1 – 5*	\$12,000.00 per year (\$1,000.00 per month)
Years 6 – 10**	\$13,200.00 per year (\$1,100.00 per month)
Years 11 – 15**	\$14,520.00 per year (\$1,210.00 per month)

* “Year” or “Lease Year” shall refer to twelve (12) calendar-month periods of time during the Term. The first (1st) Lease Year shall commence on the Rent Commencement Date and end on the last day of the twelfth (12th) full calendar month thereafter such that, unless the Rent Commencement Date is the first (1st) day of a calendar month, the first (1st) Lease Year shall actually be twelve (12) months plus the period of time from the Rent Commencement Date (defined in Section 1.8, below) until the end of that calendar month in which the Rent Commencement Date occurs. Thereafter, each Lease Year shall commence on the first (1st) day of the first (1st) full calendar month following the anniversary of the Rent Commencement Date and shall continue for twelve (12) months thereafter. For example, if the Rent Commencement Date is March 20, the first Lease Year shall end on March 31 of the following year, and each successive Lease Year shall commence on April 1. Rental shall be prorated for any partial month of the Term.

**Denotes a Renewal Term if exercised.

1.8 RENT COMMENCEMENT DATE: The “Rent Commencement Date” shall be the Commencement Date.

2. LEASE OF PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Premises for the Term, at the Rental and upon the conditions set forth herein. Tenant and its employees, agents and invitees shall have the non-exclusive right, along with others designated from time to time by Landlord, to the free use of the Common Areas (including, but not limited to, the non-exclusive access and parking on the Property) twenty-four (24) hours per day, seven (7) days per week.

3. RENEWAL TERM. The Term of this ATM Lease consists of the Initial Term and any Renewal Term exercised by Tenant. Tenant’s respective options to renew the Term for a Renewal Term shall be exercised, if at all, by Tenant’s giving to Landlord notice in writing of such exercise no later than thirty (30) days prior to the expiration of the then-existing Term (Initial Term or Renewal Term, as applicable) of this ATM Lease.

4. PROHIBITED USES. Landlord represents and warrants to Tenant that the Property shall be used for purposes that are consistent with the operation of a first-class development. Without limiting the generality of the foregoing, the following uses shall not be permitted: pool or billiard hall, massage parlor (other than massage facilities employing certified therapists, e.g., Massage Envy), tattoo parlor or body piercing parlor/establishment, marijuana dispensaries, any establishment exhibiting pornographic materials or which sells drug related paraphernalia, adult entertainment, video arcade or gambling facility.

5. REPRESENTATIONS AND WARRANTIES. Landlord represents and warrants to Tenant that, as of the date hereof and throughout the Term:

- a) Landlord has fee simple title to the Premises and Property.
- b) Unrestricted access to and from a publicly dedicated road to the Premises and to utilities

necessary for Tenant's operation of the ATM shall be available through the Common Areas to the Premises during the Term.

c) The execution, delivery and performance of this ATM Lease will not conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions or provisions of any indenture, mortgage, deed of trust, instrument, document, lease, license, agreement or contract of any kind or nature to which Landlord is a party or by which Landlord or the Premises may be bound and Landlord has received all third party approvals required for Tenant to occupy the Premises, construct its improvements and operate the Banking Use on the Premises. Landlord shall provide Tenant with copies of any covenants, restrictions, declarations or reciprocal easement agreements which are proposed after the expiration of the Review and Inspection Period to encumber the Shopping Center, Tenant's Building and/or the Premises (collectively the "**Subsequent Covenants**");

d) Landlord is not a party to any litigation which could adversely affect Tenant's rights or entitlements under this ATM Lease, or which would otherwise adversely affect the ability of Landlord to perform its obligations under this ATM Lease.

e) To the best of Landlord's knowledge, the Property and the Premises are in full compliance with all state, federal and local laws, ordinances and regulations (including all Environmental Regulations (defined in Section 5(g)) and the provisions of the Americans with Disabilities Act and related state and local laws (collectively, the "**ADA**")) (collectively "**Laws**") and will remain in full compliance during the Term.

f) As of the Commencement Date, there are no tenants or occupants located within the Property currently operating a Banking Use, except Tenant.

g) To the best of Landlord's knowledge, the Property has not been used as a landfill or a dumpsite and there are no Hazardous Materials (defined herein) present in, on, upon or under the Property, the land, soils, groundwater or the improvements thereon, if any, in violation of Laws or posing any threat to human health, safety and the environment. "**Hazardous Materials**" shall mean (i) any waste, material or substance (whether in the form of a liquid, a solid, or a gas and whether or not airborne) which is deemed to be a pollutant or a contaminant, or to be hazardous, toxic, ignitable, reactive, infectious, explosive, corrosive, dangerous, harmful or injurious to public health or to the environment, and which is now or becomes regulated in the future by or under the authority of any applicable local, state or federal law, judgment, ordinance, order, rule, regulation, code or other governmental restriction or requirement, any amendment or successor thereto, replacement thereof or publication promulgated pursuant thereto (collectively, "**Environmental Regulations**"), and each individually, an "**Environmental Regulation**"; (ii) petroleum; (iii) asbestos and asbestos containing materials; (iv) any polychlorinated biphenyl or formaldehyde; and (v) any radioactive material. Landlord shall be solely responsible for the remediation and removal (and all costs associated therewith) of all Hazardous Materials at the Property (including the Premises), unless the existence of such Hazardous Materials is caused by the gross negligence or willful misconduct of Tenant or its agents, employees or contractors during the Term, in which event Tenant shall be solely responsible for such costs.

If at any time during the Term, Tenant encounters any Hazardous Materials or other condition which presents a potential health and/or safety concern to Tenant or Tenant's personnel, customers or invitees requiring abatement or remediation that is not the responsibility of Tenant under this ATM Lease, Landlord shall, at its sole cost and expense, promptly undertake such abatement or remediation in accordance with all applicable Environmental Regulations, and

Tenant shall be entitled to a one-day abatement of any of its obligations pursuant to this ATM Lease, including without limitation, its obligation to pay Rental, for each day Tenant is unable to proceed with its construction or installation or operation of Tenant's improvements or operation of the Banking Use within or upon the Premises until such time as Landlord has caused such Hazardous Materials to be so abated or remediated. This subsection shall survive the expiration or termination of this ATM Lease.

(h) No employee (or spouse, domestic partner or dependent child of an employee) of Tenant has a controlling interest in Landlord.

6. USE.

6.1 Use Rights. The Premises may be used and occupied for the Banking Use and related uses (including for the sale of proprietary financial products) and for any other legally permitted use. Landlord agrees that during the Term, Tenant shall have the exclusive right to the Banking Use on the Property and that Landlord shall not sell, lease nor license any portion of the Property to anyone other than Tenant for the Banking Use. Tenant is not required to occupy the Premises or conduct any business therein, and neither the failure to occupy or operate on the Premises, nor abandonment of the Premises by Tenant, shall be a default or breach of this ATM Lease.

6.2 Lighting and Security. Tenant shall have the right to provide security and lighting for the Premises and ATM in accordance with the requirements of applicable Law and Tenant's applicable standards. Tenant will also comply with all other applicable Laws now or hereafter in effect regarding ATM security and lighting standards. Tenant may modify its then-existing lighting and/or security improvements for the Premises and/or provide additional security and/or lighting in connection with its ATM at any time. If required by applicable Law or deemed necessary by Tenant, in its sole discretion, to protect the health and safety of its customers, agents, employees, contractors and invitees, Tenant shall have the right, at Tenant's sole cost and expense and subject to Landlord's prior approval, which such approval shall not be unreasonably withheld, conditioned or delayed, to add supplemental security measures and/or lighting (the "**Supplemental Security and Lighting**") in the Common Areas outside of the Premises. A copy of Tenant's current Supplemental Security and Lighting requirements will be provided upon Landlord's written request.

6.3 Equipment, Personal Property, Protected Items. Tenant shall, at all times during the Term, as same may be extended, have the right to erect, install, maintain and operate on, and remove from, the Premises such equipment, trade and business fixtures and other personal property as Tenant may deem necessary or appropriate. Tenant's personal property shall include all cash and securities, computer servers, software, intellectual property and other personal property that could reasonably be expected to contain customer information and that may be subject to federal regulations as to ownership, possession, storage, disposal and handling (collectively, the "**Protected Items**").

6.4 Parking. Tenant, its employees, contractors, agents, customers and invitees shall have the right, at no charge, to use in common with the other tenants and occupants of the Property, those parking spaces in the closest possible proximity to the Premises, while such persons are installing, operating, using or servicing the ATM. Tenant's armored vehicle contractors who service the ATM shall be permitted, at no charge, to park in the closest, most secure location reasonably possible in relation to the ATM.

7. BRANDING AND SIGNS.

7.1 Branding. Tenant shall have the right to maintain, repair and replace all existing

signage. In addition, Tenant shall be entitled, at Tenant's sole cost and expense, to install on the Premises, including on the ATM, Tenant's standard corporate branding package for a free-standing or drive-through ATM, including, without limitation, Tenant's standard ATM surround and standard ATM canopy and/or sunscreen. During the Term, Tenant shall have the right, at Tenant's sole option and expense, to modify such branding, subject only to applicable Laws.

7.2 Signs. Subject only to all applicable Laws, Tenant shall have the right during the Term to install its standard corporate signage consistent with that which is installed in Tenant's other free-standing or drive-through ATMs in the Stonecrest, Georgia market, as well as any directional signage required. Landlord shall not permit any other person or entity to place any signage or advertisements for a Banking Use within or upon any portion of the Property, including, but not limited to, the Common Areas or any outlots, during the Term.

8. RENT.

8.1 Rental. Commencing on the Rent Commencement Date, Tenant shall pay the Rental stated in Section 1.7 above in lawful money of the United States. Rental shall be payable on or before the first (1st) day of each calendar month. It is understood between the parties that this ATM Lease is intended to be a so called "*gross lease*" and that Tenant shall not be responsible for the payment of any additional charges related to Common Area maintenance, real estate taxes and/or insurance.

8.2 ACH Payments. Tenant shall have the right to make all payments of Rental or additional rent hereunder via ACH (Automated Clearing House) payments. Landlord agrees to cooperate with Tenant to complete all necessary forms in order to accomplish such method of payment simultaneously with the execution of this ATM Lease or subsequently, within thirty (30) days of Tenant's written request. Tenant shall have the right from time to time during the Term and any extensions or renewals thereof to change its method of rental payment upon not less than thirty (30) days' prior written notice to Landlord.

8.3 Rental Payment Verification. Landlord shall complete and execute a Request for Taxpayer Identification Number and Form W-9, together with Tenant's required vendor forms (collectively, the "**Vendor Forms**") simultaneously with the execution of this ATM Lease, which Vendor Forms are attached hereto and incorporated herein as Exhibit "B". Landlord also acknowledges that a rent commencement agreement, substantially in the form attached hereto and incorporated herein as Exhibit "C" and signed by Landlord, confirming the Rent Commencement Date and Term, together with the Vendor Forms, are required by Tenant prior to its issuance of payments for Rental and Landlord agrees to execute such rent commencement agreement and provide same to Tenant as soon as the Rent Commencement Date can be determined.

9. PROPERTY TAXES; UTILITIES.

9.1 Property Taxes. Landlord shall pay all ad valorem property taxes and other taxes assessed against the Premises and the Property. Tenant shall pay all business personal property taxes related to the improvements located within the Premises. Tenant agrees to pay to Landlord the applicable sales or excise tax due on the Rental payable under this ATM Lease in those jurisdictions that impose such a tax.

9.2 Utilities. Landlord and Tenant acknowledge that electrical service to the Premises is not separately metered. Tenant agrees to pay the sum of One Hundred and NO/100 Dollars (\$100.00) per month to Landlord for any utilities furnished to and used by Tenant at the Premises.

Notwithstanding the foregoing, Tenant has the right, but not the obligation, to install a separate utility meter serving the Premises, at which time the One Hundred Dollar (\$100.00) reimbursement to Landlord shall cease. Notwithstanding anything to the contrary set forth herein, if utilities or services shall be unavailable to the Premises for a period of three (3) consecutive days, due to the negligence or misconduct of Landlord, its agents, employees or contractors, then Tenant shall be entitled (1) to an abatement of all Rental attributable to the entire period of unavailability; and (2) to recover from Landlord liquidated damages in the amount of One Thousand Dollars (\$1,000.00). The parties recognize and acknowledge that the foregoing liquidated damages are reasonable and do not constitute a penalty and are being imposed due to the difficulty of calculating the actual damages that would result from such interruption of utilities.

10. MAINTENANCE.

10.1 Maintenance of Premises. Throughout the Term, Tenant, at its sole expense, shall maintain the Premises (excluding any Common Areas located on the Premises) in good condition, ordinary wear and tear, and damage through casualty, condemnation and/or the negligence or misconduct of Landlord excepted.

10.2 Maintenance of Common Areas. Landlord shall at all times operate and maintain the Common Areas, including all Common Areas located on the Premises, in accordance with standards of first-class retail properties located in the Stonecrest, Georgia area. Landlord shall ensure that the Property remains in compliance with all Laws, including the provisions of federal and state accessibility Laws, including the ADA, and Landlord is responsible for all ADA-related improvements other than those included on the Premises. Landlord's obligation to maintain the Common Areas includes rubbish disposal, and removal of any other weather-related sediment or debris (including, without limitation, snow and ice removal). In no event shall Landlord's maintenance of the Common Areas adversely affect pedestrian and vehicular access to and from the Premises or the visibility of Tenant's ATM or signs.

10.3 Changes to Critical Area. Landlord shall not undertake any modifications to the Critical Area which will have a material adverse effect on: (a) the visibility of Tenant's ATM; (b) vehicular and pedestrian access to and from the Premises; or (c) parking within the Critical Area.

11. ALTERATIONS AND ADDITIONS. Tenant shall have the right at any time to make any alterations, additions or improvements to the Premises, as Tenant deems reasonable or appropriate, in its sole discretion, without the prior written consent of Landlord and without the payment of any increased Rental, additional rent or other charges, provided that such alterations, additions or improvements shall be made in compliance with applicable Laws and shall not reduce the value of the Premises.

12. ASSIGNMENT AND SUBLETTING.

12.1 By Tenant. Tenant may assign this ATM Lease or sublet the whole or any part of the Premises, without the prior written consent of Landlord: (a) to any parent, subsidiary or affiliate of Tenant (including a partnership in which Tenant or an affiliate of Tenant is a partner); (b) in connection with an assignment of Tenant's interest under this ATM Lease whether by operation of law, sale of assets or as the consequence of a merger of Tenant (or Tenant's parent entity) into or with another entity, or a dissolution of or change of control of ownership of Tenant; (c) to any financial institution which acquires Tenant; or (d) to any other financial institution. Otherwise, Tenant shall not assign or sublease this ATM Lease to any other third party without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. So long as Tenant remains liable for performance of

its obligations under this ATM Lease, any subrent received by Tenant (in excess of Rental) shall be the sole property of Tenant.

12.2 By Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Premises, provided that Tenant shall not be liable for redirection of Rental or any additional rent paid to the transferor unless occurring more than sixty (60) days after written notice of such transfer has been provided to Tenant.

13. INSURANCE.

13.1 Tenant's Insurance.

(a) Tenant shall (i) insure the Premises against loss or damage by fire and other casualties included in the so-called "Special Causes of Loss Coverage" in an amount not less than one hundred percent (100%) of the replacement value thereof, and (ii) insure against property damage and public liability arising by reason of occurrences on or about the Premises in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) in respect of loss or damage to property, in an amount not less than Two Million Dollars (\$2,000,000.00) in respect of injury to or death of any one person, and in an amount not less than Two Million Dollars (\$2,000,000.00) in respect of any one accident or disaster.

(b) It is agreed and understood that the insurance coverages maintained by Tenant provided for herein may be maintained pursuant to master policies of insurance covering other locations of Tenant or its corporate affiliates. It is further agreed and understood that Tenant may satisfy any of the insurance coverages provided herein by umbrella coverage. All insurance policies required to be maintained by Tenant hereunder shall name Landlord (and, if requested by Landlord, Landlord's mortgagee) as an additional insured, as appropriate. Notwithstanding any other provision of this ATM Lease, Tenant shall have the right to assume in whole or in part, without insurance, any and all risks otherwise required by this ATM Lease to be insured against by Tenant.

13.2 Landlord's Insurance. Landlord shall maintain a policy of commercial general liability insurance on the Property affording minimum protection for bodily injury, death or property damage of not less than Two Million Dollars (\$2,000,000.00) in any one accident or occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Landlord shall deliver to Tenant a copy of a duly executed certificate of insurance reflecting Landlord's coverage required under this Section 13.2. Said insurance shall be issued and binding on a reputable insurance company selected by Landlord and qualified and licensed to do business in Georgia and having a current Best's Rating of A or better. Landlord's insurance shall be commercially reasonable with the coverage (including the premiums and the deductible) being similar to the insurance coverage carried by other prudent owners of retail properties of approximately the same size and character in Stonecrest, Georgia.

13.3 Waiver of Recovery. Anything in this ATM Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any claim it ("**Injured Party**") may now or hereafter have (and to the extent permitted by applicable law, any claim any of its insurers may now or hereafter have based on subrogation or an assignment from its insured) against the other or the other's directors, shareholders, officers, employees or agents (each a "**Released Party**"), for loss of or damage to any of Injured Party's property located in or constituting a part or all of the Premises or the Property, now or hereafter occurring, **EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF ANY RELEASED PARTY, OR IF ANY RELEASED PARTY IS STRICTLY LIABLE FOR THE**

LOSS OR DAMAGE, if the loss or damage is covered by insurance, or if the loss or damage could have been covered by the terms of customary all-risk replacement cost property insurance in the state where the Property is located, in each case without regard to the amount of deductible or the amount of proceeds, if any, and whether or not either or both of Landlord and Tenant have any property insurance.

14. INDEMNIFICATION.

14.1 BY TENANT. TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM A CLAIM OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR TENANT'S EMPLOYEES, AGENTS OR CONTRACTORS; PROVIDED, HOWEVER, IN NO EVENT SHALL TENANT BE LIABLE FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE AND/OR LOSS OR DIMINUTION OF VALUE.

14.2 BY LANDLORD. LANDLORD AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TENANT FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM (A) A CLAIM OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD'S EMPLOYEES, AGENTS OR CONTRACTORS; AND/OR (B) LANDLORD'S BREACH OF ANY REPRESENTATION, COVENANT AND/OR WARRANTY MADE ELSEWHERE IN THIS ATM LEASE.

14.3 HAZARDOUS MATERIALS INDEMNITY. LANDLORD HEREBY AGREES AND SHALL INDEMNIFY, DEFEND AND HOLD TENANT AND ITS AGENTS, EMPLOYEES, CONTRACTORS, CUSTOMERS AND INVITEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, PENALTIES AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AT ALL TRIAL AND APPELLATE LEVELS, WHETHER OR NOT SUIT IS BROUGHT) ARISING DIRECTLY OR INDIRECTLY FROM OR OUT OF, OR IN ANY WAY CONNECTED WITH THE PRESENCE, LEAKAGE, ESCAPE, EMANATION, MIGRATION OR RELEASE OF ANY HAZARDOUS MATERIALS ON, UNDER, ABOVE OR ABOUT THE PREMISES THAT WERE NOT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ITS AGENTS, EMPLOYEES OR CONTRACTORS DURING THE TERM. TENANT HEREBY AGREES AND SHALL INDEMNIFY, DEFEND AND HOLD LANDLORD AND ITS AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, PENALTIES AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AT ALL TRIAL AND APPELLATE LEVELS, WHETHER OR NOT SUIT IS BROUGHT) ARISING DIRECTLY OR INDIRECTLY FROM OR OUT OF, OR IN ANY WAY CONNECTED WITH THE PRESENCE, LEAKAGE, ESCAPE, EMANATION, MIGRATION OR RELEASE OF ANY HAZARDOUS MATERIALS ON, UNDER, ABOVE OR ABOUT THE PREMISES THAT WERE DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ITS AGENTS, EMPLOYEES OR CONTRACTORS DURING THE TERM.

15. CONDEMNATION AND CASUALTY.

15.1 Condemnation. If (i) the Premises or any part thereof shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by any private purchase by any public authority in lieu thereof, (ii) reasonable access to the ATM is materially and adversely

impaired in connection with the foregoing, or (iii) parking at the Property is reduced below the minimum required by Law, then in any such event, at Tenant's option, this ATM Lease shall cease and expire on the date on which possession shall be taken of any part thereof, all Rental and other charges shall be prorated and paid to such date, neither party shall have any further rights or obligations unless specifically stated otherwise herein and this ATM Lease shall be of no further force and effect. Landlord shall be entitled to any award or payment that is payable in connection with the Premises, except that Tenant shall be entitled to that portion of the award representing payment for improvements constructed on the Premises by Tenant, trade fixtures, moving expenses, business interruption or loss of profits. Landlord and Tenant agree that this ATM Lease shall control the rights of Landlord and Tenant with respect to any such award, and any contrary provision of any present or future law is hereby waived to the extent permitted by Law.

15.2 Casualty. If the Property (excepting the Premises) is damaged by fire or other casualty, Landlord may, at its option, repair any resultant damage. If Landlord elects to repair any such damage, Landlord shall promptly repair the same at Landlord's sole expense. If the Premises is damaged by fire or other casualty, Tenant may, at its option, repair the damage at its expense, provided that Landlord shall be responsible for restoring any Common Areas on the Premises, and the utilities serving the Premises, to the point of connection on the Premises, if and to the extent damaged in the casualty.

15.3 Rental Abatement. Rental shall abate during any period of time during which Tenant is unable to use the Premises for the Banking Use due to any of the events described in this Section 15.

16. DEFAULTS; REMEDIES.

16.1 Defaults by Tenant. It shall be a default hereunder if Tenant shall continue in default in the payment of any Rental or other sum of money becoming due hereunder for a period of thirty (30) days after receipt by Tenant of written notice of such default, or if Tenant shall default in the performance of any other of the terms, conditions or covenants contained in this ATM Lease to be observed or performed by it and does not remedy such default within thirty (30) days after receipt of written notice thereof or does not, within such thirty (30) days, commence to remedy the default and thereafter diligently pursue such remedy.

16.2 Remedies. In the event of any default or breach by Tenant as described above, Landlord shall have, as its sole and exclusive remedy, the right to terminate this ATM Lease. Landlord shall use commercially reasonable efforts to mitigate damages hereunder. In no event shall Tenant be liable for consequential, indirect or punitive damages, including, but not limited to, lost profits, loss of use and/or loss or diminution of value.

16.3 Default By Landlord; Remedy. In addition to all other legal and equitable remedies of Tenant in connection with a Landlord default, if Landlord fails to maintain the Property and Common Areas as provided for herein, Tenant shall be entitled to terminate this ATM Lease upon written notice to Landlord. Notwithstanding the foregoing and without waiving the right to terminate hereunder, if Landlord fails to maintain the Property and Common Areas as provided for herein and does not cure such failure within thirty (30) days of receipt of written notice thereof, Tenant shall have the right, but not the obligation, at Landlord's sole cost and expense, to cure such default, including the payment of monies directly to the party to whom the obligation is owed. Notwithstanding anything to the contrary set forth herein, or elsewhere in this ATM Lease, in the event that any such default results in an emergency or hazardous situation and/or a situation which threatens or potentially threatens the health or safety of Tenant or its employees, contractors, agents, customers or invitees, and Landlord fails to cure such default immediately upon written or oral notice thereof, whichever is practicable (provided, however,

that in the event of oral notice, Tenant shall give Landlord written notice thereof as soon thereafter as practicable), Tenant shall have the right, but not the obligation, to cure such default at Landlord's sole cost and expense. In the event of any payment of monies by Tenant in connection with the foregoing, Tenant shall receive a credit toward any Rental due to Landlord to the extent of any payment made or, at Tenant's option, by reimbursement thereof within ten (10) days' of Tenant's written demand therefor. Tenant shall be entitled to a fair and reasonable abatement of Rental during the time and to the extent that the Premises are untenable as a result of Landlord's failure to perform any condition or covenant required by this ATM Lease to be performed by Landlord.

17. SUBORDINATION; NON-DISTURBANCE. This ATM Lease will be subject and subordinate to the lien of all current or future mortgages and deeds of trust securing any amount or amounts whatsoever which are or may hereafter be placed on or against all or any portion of the Property, or on or against all or any portion of Landlord's interest or estate therein (each a "**Mortgage**"), only if, when and after Landlord, Tenant and the secured party execute and deliver to Tenant in recordable form a Subordination, Non-disturbance and Attornment Agreement in a mutually agreed upon form (each, an "**SNDA**"). Upon request by Tenant, Landlord shall obtain and deliver to Tenant an SNDA from each holder of a Mortgage ("**Existing Mortgage**") encumbering the Property and/or Premises within thirty (30) days following Tenant's request. In the event of a foreclosure of any Mortgage or any other action or proceeding for the enforcement thereof, or of any sale thereunder, this ATM Lease will not be terminated or extinguished, nor will the rights and possession of Tenant hereunder be disturbed. Tenant will attorn to the person who acquires Landlord's interest hereunder through any such Mortgage. There shall be no charge to Tenant for any SNDA provided in accordance with this paragraph.

18. WAIVER OF LANDLORD'S LIENS. Landlord hereby waives any lien it has against Tenant, the ATM, Protected Items and any other personal property of Tenant in, on or around the Premises, except that such waiver shall not apply to any judgment lien that may hereafter arise in favor of Landlord. Notwithstanding the foregoing, in no event whatsoever shall Landlord have or be entitled to obtain a lien, security interest or other encumbrance of any kind or nature whatsoever on Tenant's ATM units and/or the Protected Items.

19. SURRENDER OF PREMISES. Tenant shall at all times be considered the owner and original user of the ATM and all other Tenant improvements, as well as of any equipment and personal property, including Protected Items. Upon the expiration or any earlier termination of this ATM Lease, Tenant shall within ninety (90) days after the expiration of this ATM Lease, remove from the Premises, the ATM, and all equipment and other personal property including Protected Items installed in, on or about the Premises, provided that any damage caused to the Premises by virtue of such removal shall be repaired at the sole cost and expense of Tenant. Tenant may elect to surrender all other improvements with the Premises. In no event shall Tenant be responsible for the removal of any concrete pad upon which the ATM was erected.

20. HOLDOVER. If Tenant remains in possession of the Premises after the expiration of the Term, such possession by Tenant shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days' notice given at any time by either party and Tenant shall pay monthly an amount not to exceed one hundred twenty-five percent (125%) of the Rental paid by Tenant during the last month of the Term. In no event shall Tenant be liable for any consequential and/or indirect damages suffered by Landlord by reason of Tenant's holdover. All other provisions of this ATM Lease, except those pertaining to the Term, shall apply to this month-to-month holdover tenancy.

21. TIME OF ESSENCE. Time is of the essence with respect to each and every provision of this ATM Lease. In the event the time of performance of any matter to be performed by Landlord or Tenant falls on a Saturday, Sunday, or a legal holiday under the laws of the United States or the State of

Georgia, the time of performance for such matter shall be extended until the next following business day that is not a Saturday, Sunday, or legal holiday. Unless expressly stated to the contrary, any time for performance between the parties hereto with respect to the transaction contemplated by this ATM Lease shall be governed according to Eastern Time Zone.

22. INTERPRETATION OF ATM LEASE; VENUE. This ATM Lease shall be construed and interpreted in accordance with the laws and decisions of the State of Georgia. Venue for any action regarding this ATM Lease shall be in Stonecrest, Georgia.

23. BINDING EFFECT. This ATM Lease shall be binding upon the parties hereto and their respective successors, assigns and transferees, where applicable.

24. INTEGRATION. This ATM Lease and the documents specifically referred to herein, upon acceptance by the parties hereto, shall constitute the sole and only agreement between Landlord and Tenant as to the subject matter hereof and are intended by each to constitute the final written memorandum of all of their agreements and understandings with respect to this transaction. No representations or warranties, express or implied, and no promises or prior agreements whatsoever have been made, agreed to or entered into by Landlord or Tenant which are not expressly set forth herein; and if Landlord or Tenant has attempted to make such representations, warranties, promises or prior agreements, the same are each superseded hereby and waived.

25. ATTORNEYS' FEES. If any legal action or other proceeding is brought for the enforcement of this ATM Lease, or because of an alleged dispute, breach or default of this ATM Lease, or to interpret this ATM Lease or any of the provisions hereof, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding whether or not the action or proceeding goes to final judgment, in addition to any other relief to which the successful or prevailing party may be entitled.

26. COUNTERPARTS. This ATM Lease may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original.

27. INVALIDITY. If any term or provision of this ATM Lease or application thereof is held invalid or unenforceable as to any party, the balance of this ATM Lease shall not be affected thereby, and each remaining term and provision of this ATM Lease shall be valid and shall be enforced to the fullest extent permitted by law.

28. NOTICE. Except as otherwise provided in this ATM Lease, all notices and demands given by either party to the other hereunder shall be in writing and shall be hand delivered, or sent by (a) certified U.S. Mail, return receipt requested, (b) nationally recognized overnight courier for next business day delivery, or (c) electronic mail to the electronic mail address shown below, which notification by electronic mail shall be accompanied by notice sent in accordance with one of the other foregoing methods on the day the electronic mail is sent, or on the following business day. Notices and demands shall be deemed delivered when received or when delivery is first refused, whichever shall first occur, except that for notices sent via electronic mail, a message received indicating that delivery was unsuccessful or that the recipient is out of office shall not be deemed to be receipt.

29. NON-WAIVER. Any waiver or breach of the covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination or cancellation for any succeeding breach, either of the same condition or covenant or otherwise.

30. CONSTRUCTION. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if all parties prepared this ATM Lease. Masculine and neuter genders, the singular number and the present tense shall be deemed to include the feminine gender, plural number and past and future tenses, respectively, where the context so requires. The section headings herein are used only for the purposes of convenience and shall not be deemed to limit the subject of the sections hereof.

31. DIGITAL IMAGING. The parties agree to accept a digital image of this ATM Lease, as executed, as a true and correct original and admissible as best evidence for the purposes of state law, Federal Rule of Evidence 1002, and the like statutes and regulations.

32. QUIET ENJOYMENT. Upon paying the Rental and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the Term.

33. COMMISSION. Landlord represents and warrants to Tenant, and Tenant represents and warrants to Landlord that, except as provided for herein, neither party has incurred any liability, contingent or otherwise, for brokerage or finder's fee or agent's commissions or other like payments in connection with this ATM Lease, or the transactions contemplated hereby. EACH PARTY HEREBY AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY THE OTHER FROM ANY CLAIMS, DEMANDS, CAUSES OF ACTION OR DAMAGES RESULTING FROM A BREACH OF SUCH REPRESENTATION AND WARRANTY.

34. FORCE MAJEURE. The parties shall not be liable for any delay in performance or failure to perform any term or condition of this ATM Lease caused by (a) fire, (b) explosion, (c) accident, (d) flood, (e) strike, (f) any regulation, rule or act of governmental agency precluding performance, (g) any act of God, (h) armed conflict, (i) civil commotion, (j) any failure by any network group or financial institution which has an agreement with Tenant to provide any of its ATM services, (k) any failure beyond either party's control by any utility services (e.g. electrical, telecommunications), (l) pandemic or (m) any failure on the part of the ATM supplier to timely deliver and install the ATM, and all Rental payments shall abate during the period of any such events.

35. AUTHORITY. Tenant and Landlord each warrant and represent to the other that each person signing this ATM Lease on such party's behalf has authority to do so and to bind such party to the terms, covenants and conditions herein. Each shall deliver to the other promptly upon request all documents reasonably requested by the other evidencing such authority. If applicable, each of the entities comprising the "Landlord" hereunder shall be jointly and severally liable under this ATM Lease, and the term "Landlord" shall include each as well as all of them.

36. DISPUTE RESOLUTION. Tenant and Landlord agree that any action or proceeding by either of them against the other arising out of or in connection with this Agreement shall, upon the motion of either party, be submitted to arbitration. The parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration. The arbitrator shall have the authority to try all issues, whether of fact or law, and to report a statement of decision to the court. To the extent not inconsistent with State law, Tenant and Landlord shall use the procedures for arbitration and judicial reference, if any, adopted by Judicial Arbitration and Mediation Services/Endispute ("JAMS"), as relevant, to supplement any applicable State statutes, provided that the following rules and procedures shall apply in all cases unless the parties agree otherwise:

(a) The proceedings shall be heard in the City of Atlanta, Georgia.

(b) Unless the parties agree otherwise, JAMS shall provide a list of three reputable arbitrators experienced in arbitrating commercial disputes to the parties who may each strike one from the list, and the parties shall consent to appointment of the remaining person as the arbitrator. If JAMS is no longer in existence or unwilling to arbitrate the matter, then the American Arbitration Association shall provide said list. If neither is willing or able to arbitrate the matter, then the trial court shall appoint the arbitrator;

(c) Any dispute regarding the selection of the arbitrator shall be resolved by JAMS or the entity providing the reference services; or if no entity is involved, by the court with appropriate jurisdiction;

(d) The arbitrator may require one or more pre-hearing conferences;

(e) The parties shall be entitled to discovery as allowed by state law. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge;

(f) A stenographic record of the arbitration may be made, provided that the record shall remain confidential except as may be necessary for post-hearing motions and any appeals;

(g) The arbitrator's statement of decision shall contain findings of fact and conclusions of law to the extent applicable; and

(h) The arbitrator shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

The statement of decision of the arbitrator upon all of the issues considered by the arbitrator shall be binding upon the parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the arbitrator shall be appealable as if rendered by the court. This provision shall in no way be construed to limit any valid cause of action which may be brought by any of the parties.

BY INITIALING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND ACCEPT THAT BY CHOOSING ARBITRATION THEY ARE GIVING UP THE RIGHT TO A JURY TRIAL.

Tenant's initials WMM Landlord's initials _____

IN ANY ACTION OR PROCEEDING ARISING HEREFROM, TENANT AND LANDLORD HEREBY CONSENT TO (I) SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION, THE JURISDICTION OF ANY COMPETENT COURT IN THE STATE OF GEORGIA, AND (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED GEORGIA LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION, TERMINATION OR CLOSING OF THIS AGREEMENT.

37. SUCCESSOR AND ASSIGNS. All covenants and obligations contained herein shall bind, extend and inure to the benefit of the successors and permitted assigns of each of Landlord and Tenant, and shall inure to the benefit of Landlord's mortgagee and its successors and assigns.

38. CANCELLATION OPTIONS. The parties shall have the option to terminate this ATM Lease in accordance with the following terms:

38.1 Termination Option. Tenant shall have the ongoing right, at its option, to elect to

terminate this ATM Lease for any reason or for no reason at all by delivering to Landlord not less than ninety (90) days' prior written notice thereof specifying the date upon which Tenant is terminating this ATM Lease.

38.2 Conditions Precedent. In the event that: (a) any of the representations of Landlord in Section 5 prove to be materially inaccurate; or (b) Landlord declines to remediate an environmental condition as provided for in Section 5(g), Tenant may terminate this ATM Lease following, as applicable (x) the expiration of the noted time periods, (y) within thirty (30) days following the day that Tenant has actual knowledge that any of Landlord's representations are materially inaccurate, or (z) receipt of written notice that Landlord will not remediate an environmental condition, by delivering to Landlord written notice thereof.

38.3 Casualty. Tenant may terminate this ATM Lease by written notice to Landlord if following a casualty event (a) Tenant is not able to obtain permits to restore the Premises without payment of excessive fees or costs or the satisfaction of unusual conditions, (b) Tenant is prevented from restoring the Premises by events or conditions beyond its reasonable control, or (c) the Property is damaged to an extent that Tenant's use of the Premises is materially and adversely affected and (w) Landlord elects not to repair such damage within thirty (30) days from the date of such casualty and Tenant receives notice thereof within such period of time, (x) Landlord elects to repair such damage, but it is reasonably anticipated that such damage shall take more than one hundred eighty (180) days to repair, or (y) Landlord elects to repair such damage and such repairs take more than one hundred eighty (180) days to complete, or (d) upon a total destruction of the Property.

38.4 Subordination, Non-Disturbance and Attornment Agreement. Tenant may terminate this ATM Lease by written notice to Landlord if Landlord fails to deliver an SNDA from an Existing Mortgagee (if applicable) within thirty (30) days following a request from Tenant to provide such SNDA.

38.5 Effect of Termination. Any notice of termination under this Section 38 may be delivered on behalf of Tenant by its attorneys. As of any termination date identified in this Section 38 (each, a "**Termination Date**"), this ATM Lease and the obligations of the parties hereunder shall terminate and this ATM Lease shall be null and void, excepting those obligations which expressly survive the expiration or any earlier termination hereof, provided each party shall pay to the other all sums and charges due and owing through and including the Termination Date, and in connection with a termination under Section 38.1 the terms and provisions of Section 19 relating to Tenant's obligation to restore the land or the Premises shall apply. In the event of termination under Sections 38.2, 38.3, 38.4 or if this ATM Lease is terminated following a Landlord default hereunder, Tenant shall have no obligation to restore the Property or Premises and Landlord shall within thirty (30) days following the Termination Date, reimburse Tenant for its costs associated with any plans and permits for the Premises and ATM and all related construction and installation expenses. Any sum due and owing by a party hereunder which cannot be determined as of the Termination Date shall be paid within thirty (30) days after receipt of a final statement therefor. The foregoing obligation shall survive termination of this ATM Lease.

39. CONFIDENTIALITY. Landlord and Tenant and their respective personnel, agents and representatives shall keep in strict confidence all information furnished hereunder concerning their respective businesses (the "**Confidential Information**"). Notwithstanding any other terms of this ATM Lease, nothing shall prohibit Tenant from disclosing any of the Confidential Information to any governmental agency, regulatory authority or self-regulatory authority claiming to have authority to regulate or oversee any aspect of its business, including, without limitation, bank and securities examiners.

40. TRANSFER DECLARATIONS. If applicable, the parties hereto agree that they will

execute, acknowledge, and deliver any required transfer declarations so the same may be timely filed and/or recorded in the applicable governmental office. Recording charges, if any, shall be paid by Tenant.

41. RECORDING SHORT FORM OF ATM LEASE. This ATM Lease shall not be recorded but the parties hereto agree that if Tenant and Landlord elect to record a short form of lease, they will execute, acknowledge, and deliver a short form of lease to the end that the same may be recorded in the official records to the County Clerk for the County in which the Premises is located, in the form similar to that attached hereto as Exhibit "D" and incorporated herein by reference. Recording charges shall be paid by recording party.

42. ECONOMIC SANCTIONS COMPLIANCE; OFAC.

(a) Landlord represents that neither Landlord, nor any of its subsidiaries, nor, to the knowledge of Landlord, any director, officer, employee, agent, affiliate or representative of Landlord (nor any third-party to whom Landlord directs Tenant to make any payments required by this ATM Lease), is an individual or entity ("**Person**") currently the subject of any sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), or other relevant sanctions authority (collectively, "**Sanctions**"), nor is Landlord located, organized, or resident in a country or territory that is the subject of Sanctions; and Landlord represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not knowingly engage in any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions, unless allowable under applicable law, rule or regulations. Landlord shall endeavor to provide Tenant with written notice prior to any assignment or transfer of this ATM Lease by Landlord, which notice shall include the transferee's name, address, tax identification number, and state and country of formation.

(b) Likewise, Tenant represents that neither Tenant nor any of its subsidiaries nor, to the knowledge of Tenant, any director, officer, employee, agent, affiliate or representative of Tenant is a Person currently the subject of any sanctions administered or enforced by OFAC, or other relevant sanctions authority, nor is Tenant located, organized, or resident in a country or territory that is the subject of Sanctions. Tenant represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not knowingly engage in any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions, unless allowable under applicable law, rule or regulations.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this ATM Lease has been executed by the parties hereto as of the later of the dates accompanying a signature by Landlord and Tenant below.

[LANDLORD'S SIGNATURE PAGE]


CANTON COMMERCIAL LLC, a
Georgia limited liability company

By: _____
Name: NAUSHAD AHMED
Title: PRESIDENT

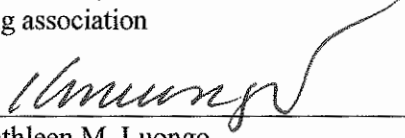
Date of Landlord's Signature: 05.06., 2025

Contact information for Notices:

Canton Commercial LLC
2357 Hembree Dr.
Marietta, GA 30062
Attn: Naushad Ahmed
404.513.1210
only2nick@gmail.com

[TENANT'S SIGNATURE PAGE]

**BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association**

By: 
Name: Kathleen M. Luongo
Title: Vice President

Date of Tenant's Signature: May 7, 2025

**For information about how Bank of America protects
your privacy, including California specific rights that
may apply, please visit
www.bankofamerica.com/privacy.**

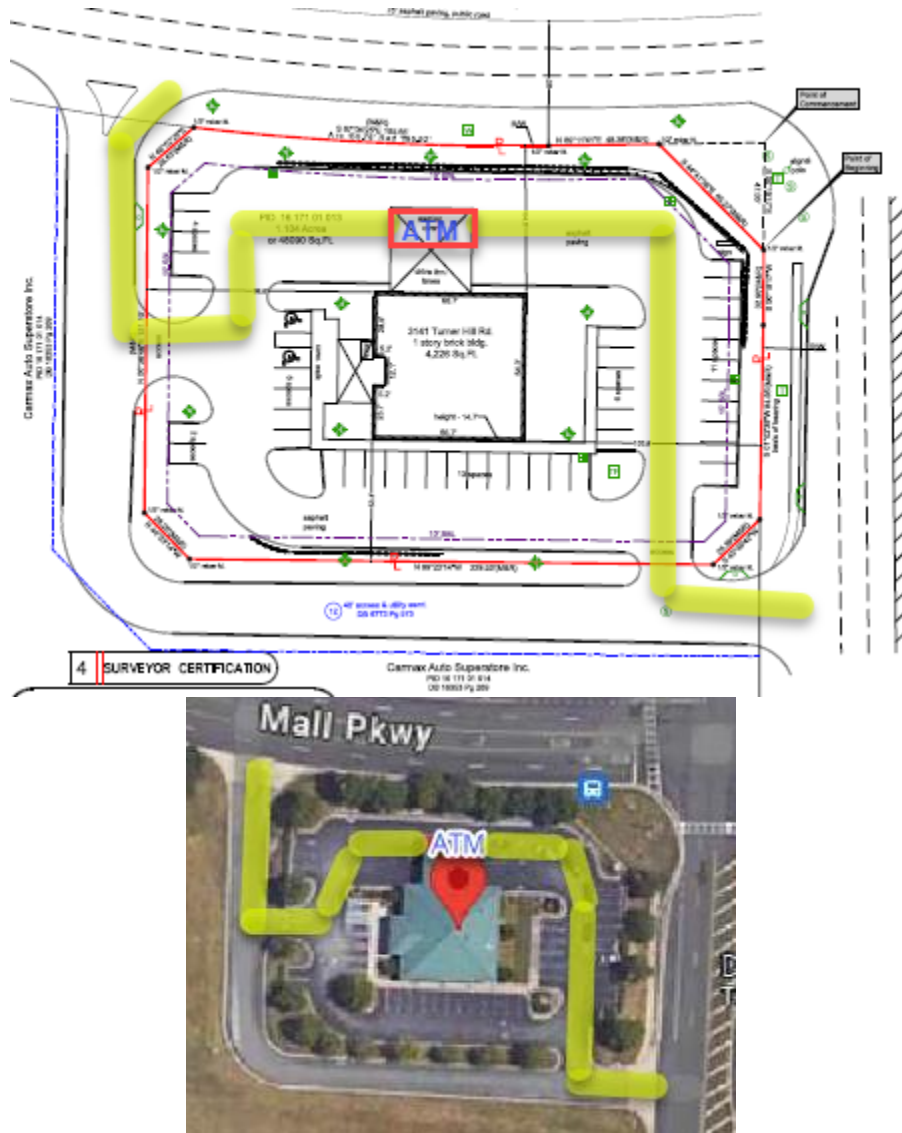
Contact information for Notices:

Via email to: notice@bofa.com using the Subject: Property ID (GAW-804)

With a hard copy to: Bank of America, National Association
100 N. Tryon Street
Mail Code NC1-007-25-50
Charlotte, North Carolina 28255
Property ID: (GAW-804)

EXHIBIT "A"

DEPICTION OF PREMISES & CRITICAL AREA



- * Premises outlined in Red and depicted as "ATM".
- *Critical Area highlighted in yellow



Description

Taken Date

Uploaded By

Justin Baker

Upload Date

File Name

04/24/2025 at 09:40 am

Drive Thru Sign-9333834.jpg

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Justin Baker

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Canopy lights-9333846.jpg

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[Drive Thru Sign-9333845.jpg](#)

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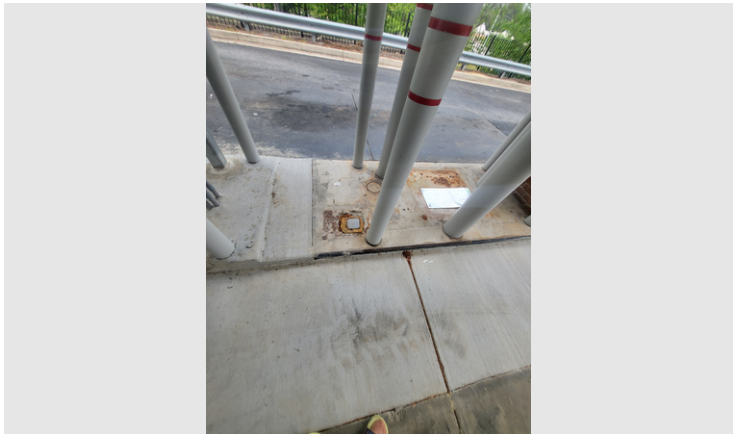
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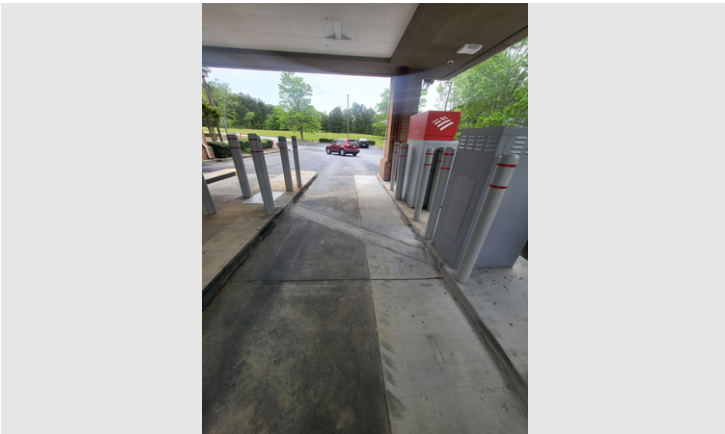
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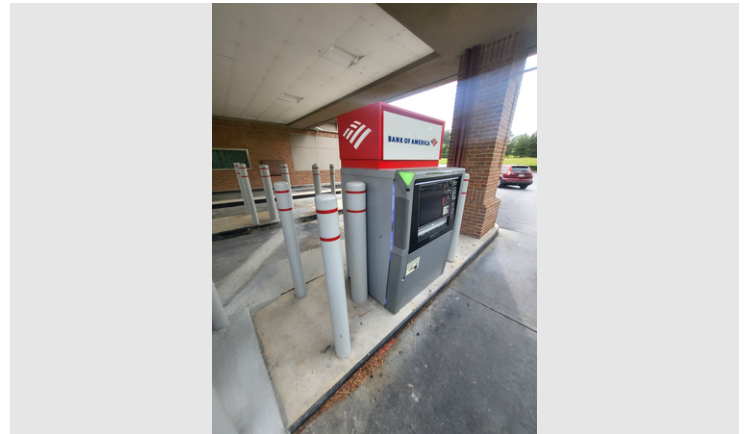
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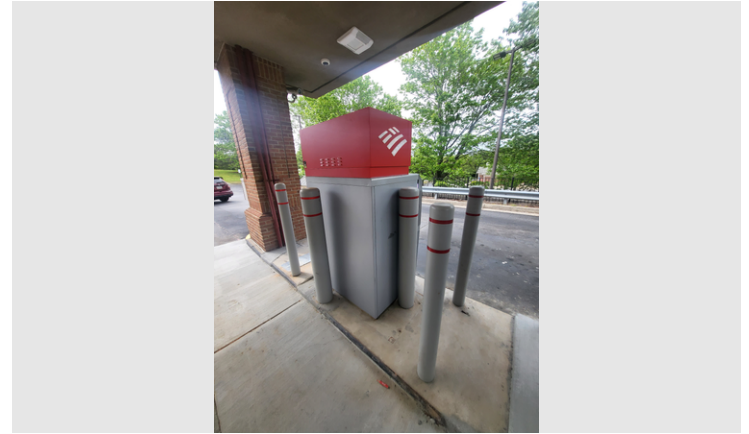
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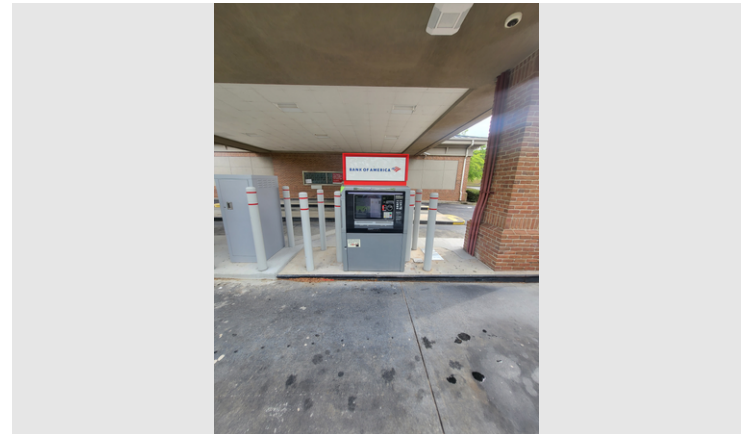
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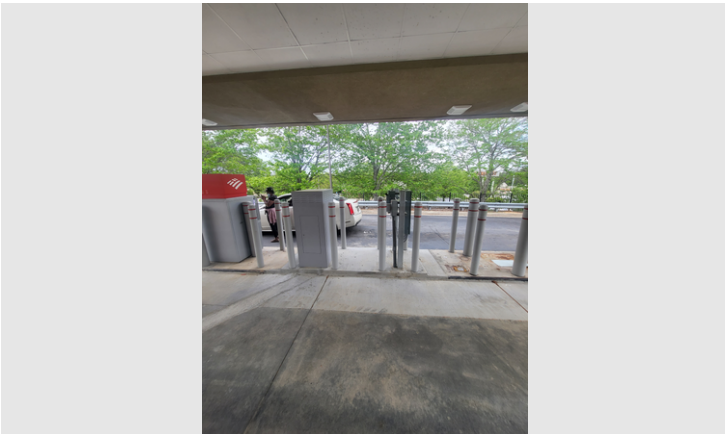
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James Dickerson

Upload Date

04/23/2025 at 05:14 pm

File Name

[20250423_160402.jpg](#)

Album

Unclassified



Description

Taken Date

04/23/2025 at 04:03 pm

Uploaded By

James Dickerson

Upload Date

04/23/2025 at 05:14 pm

File Name

[20250423_160357.jpg](#)

Album

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Description

Taken Date

04/23/2025 at 04:03 pm

Uploaded By

James Dickerson

Upload Date

04/23/2025 at 05:14 pm

File Name

[20250423_160348.jpg](#)

Album

Unclassified



Description

Taken Date

04/23/2025 at 04:03 pm

Uploaded By

James Dickerson

Upload Date

04/23/2025 at 05:14 pm

File Name

[20250423_160339.jpg](#)

Album

Unclassified



Description

Taken Date

04/23/2025 at 04:03 pm

Uploaded By

James Dickerson

Upload Date

04/23/2025 at 05:14 pm

File Name

[20250423_160335.jpg](#)

Album

Unclassified



Description

Taken Date

04/23/2025 at 04:03 pm

Uploaded By

James Dickerson

Upload Date

04/23/2025 at 05:15 pm

File Name

[20250423_160329.jpg](#)

Album

Unclassified

EXHIBIT “B”

TENANT’S VENDOR FORMS

Instructions for Completing the Attached Vendor Forms

In order to receive payments under your Lease with Bank of America, the attached forms* must be completed and returned to BAML.LeaseAdmin@am.jll.com

1. **To receive payment via paper Check, the following forms must be submitted:**
 - a. W-9
 - b. JLL – Remittance Form

2. **To receive payment via ACH, the following forms must be submitted:**
 - a. W-9
 - b. JLL – Remittance Form
 - c. JLL – ACH Form

If you have any questions or concerns regarding the attached forms and/or future payments, please contact: BAML.LeaseAdmin@am.jll.com

For questions regarding the ACH set up and payments, please contact:
landlordmanagement@jllcas.zendesk.com

PLEASE NOTE: Payments cannot be issued until all required forms are received.
*All required form must be fully completed in order to be processed.

Bank of America Lease Contact Form

RE: Leased premises at [Enter Property ID and/or Lease ID and/or Address]

Please confirm your payment remittance address for receiving rent payments via a check. Please complete this form and return it via email to: BAML.LeaseAdmin@am.jll.com.

For United States Landlord Payees, please include a signed copy of your W-9.

Landlord Payee Name:	
Business Number (BN) for Canada Payee:	
Federal Taxpayer Identification Number (TIN) for USA Payee – include W-9	
Remittance Address:	
Remittance City/State/Zip:	
Notice Address:	
Notice City/State/Zip:	
Business Physical Address:	
Business City/State/Zip:	
Primary Email: (Required)	
Primary Phone #:	

Landlord's Property Manager

Company:	
Contact:	
Address:	
Phone Number:	
Email Address:	

For more information about how JLL processes your personal data, please visit www.us.jll.com/en/privacy-statement



LANDLORD AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS TRANSFER

SECTION 1: LANDLORD INFORMATION	
(Please complete ALL sections)	
Tax ID Number	
State of Incorporation	
Landlord Legal Name (Provide Full Legal Name of Company)	
JLL Landlord Number(s)	
Landlord Remittance Address (Street Address)	
Remittance Contact Name (First and Last Name)	
Contact Phone Number	
Email Address (for remittance advice)	

SECTION 2: AUTOMATED CLEARING HOUSE (ACH) INFORMATION																					
Attach Cancelled or Voided Check (Please complete ALL sections)																					
Type of Request	New <input type="checkbox"/> ACH Update <input type="checkbox"/>																				
ACH Routing / Transit / ABA Number	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td> </tr> </table>											#	#	#	#	#	#	#	#	#	#
#	#	#	#	#	#	#	#	#	#												
Account Number																					
Type of Bank Account	Checking <input type="checkbox"/> Savings <input type="checkbox"/>																				
Landlord Name on Account (Per W-9)																					
Bank/Institution Name & EFT Contact Name (Required to verify your account)																					
Bank Contact Phone Number Format including area code and country code																					
Bank Contact Email Address																					

Section 3: Authorization / Certification	
<p>I certify that the information I provided is correct and that I <u>am an authorized signer or designate of the account provided for direct deposit transactions and am entitled to provide this authorization.</u> I (we) hereby authorize Jones Lang LaSalle to initiate credit entries to the account and financial institution listed above. I (we) further authorize adjusting entries (reversals) solely to correct errors, if any. This authorization is to remain in full force and effect until Jones Lang LaSalle has received written notification from me (us) of its termination in such time and manner as to afford Jones Lang LaSalle and the depository financial institution a reasonable opportunity to act on it. I (we) authorize the financial institution shown above to confirm my (our) account information including account name, account number and account type.</p>	
<p>I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.</p>	
Signature: _____	Date: _____
Name _____	
Title _____	

**Request for Taxpayer
 Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any)</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
OR					
Employer identification number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT "C"

FORM OF RENT COMMENCEMENT DATE AGREEMENT

An Agreement made this _____ day of _____, 2025, by and between Canton Commercial LLC, a Georgia limited liability company ("**Landlord**") and Bank of America, National Association, a national banking association ("**Tenant**").

WITNESSETH:

WHEREAS, on _____, 2025, Landlord and Tenant entered into an ATM Lease Agreement ("**Lease**") relating to certain premises located at 3141 Turner Hill Rd., Stonecrest, Georgia 30038 and

WHEREAS, the term of the Lease has commenced pursuant to the terms of the Lease; and

WHEREAS, the parties desire to confirm the Commencement Date, Rent Commencement Date and Expiration Date.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

1. The Commencement Date of the Lease is _____.
2. The Rent Commencement Date is _____.
3. The Expiration Date of the Lease is _____, subject to extension as provided for in the Lease.
4. The Lease is in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be duly executed on the date first above written.

LANDLORD:

CANTON COMMERCIAL LLC,
a Georgia limited liability company

By: _____
Its: _____

TENANT:

BANK OF AMERICA, NATIONAL ASSOCIATION,
a national banking association

Name: Kathleen M. Luongo
Title: Vice President

EXHIBIT "D"

FORM OF MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of _____, 20__ by and between CANTON COMMERCIAL LLC, a Georgia limited liability company, having an address of 2357 Hembree Dr., Marietta, GA 30062 ("**Landlord**"), and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association having an address of 100 N. Tryon Street, Mail Code: NC1-007-25-50, Charlotte, North Carolina, 28255 ("**Tenant**").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant have entered into a certain ATM Lease Agreement dated _____, 2025 (the "**Lease**") whereby Landlord did demise and lease to Tenant, and Tenant did lease from Landlord the Premises (as defined in the Lease) located at 3141 Turner Hill Rd., Stonecrest, GA 30038 (the "**Land**") and described on Exhibit "A"; and

WHEREAS, Landlord and Tenant desire to enter into and record this Memorandum of Lease in order that third parties may have notice of Tenant's interest and rights under the Lease, of the leasehold estate of Tenant, and of the Lease.

NOW, THEREFORE, Landlord, in consideration of the rents and covenants provided for in the Lease to be paid and performed by Tenant, has leased unto Tenant, and Tenant has leased from Landlord, the Premises in accordance with the terms and provisions of the Lease.

Specific reference is hereby made to the following provisions of the Lease:

1. Recitals Incorporated; Definitions. The recitals set forth above are incorporated into this Memorandum of Lease and shall be deemed terms and provisions hereof, the same as if fully set forth in this Paragraph 1. Capitalized terms used herein without meaning shall have the meaning ascribed to such terms in the Lease.
2. Term. Tenant shall have and hold the Premises for a Term of five (5) years, which shall commence on the Commencement Date and expire on the date that is the last day of the calendar month in which the Commencement Date occurs, all as more particularly described in the Lease.
3. Renewal Terms. Tenant may extend the Term of the ATM Lease for up to two (2) additional periods of five (5) years each.
4. Exclusive. Tenant shall have the exclusive right to the Banking Use on the Land. Landlord shall not sell, lease nor license any portion of the Land to any purchaser, tenant or licensee for the Banking Use, other than Tenant. All or any one or more of the following are referred to as the "**Banking Use**": receiving deposits or making loans to the general public, engaging in the sale of insurance or securities, providing trust services or engaging in stock or mortgage brokerage, whether done by a state bank, national bank, savings and loan association, credit union or other entity, whether by walk-in or drive-up teller facility, ATM or otherwise. Landlord shall not permit any tenant, licensee or purchaser of all or any portion of the Land to place any signage or advertisements for a Banking Use within or upon the Land, during the Term.

5. Additional Provisions. All terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum of Lease by reference as though fully set forth herein, and the Lease and this Memorandum of Lease shall be deemed to constitute a single instrument or document. This Memorandum of Lease has been entered into by Landlord and Tenant for purposes of recordation in the appropriate real estate records of Stonecrest, Georgia to provide notice to third parties of the Lease and nothing contained herein shall be deemed or construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the terms of the Lease shall control.

6. Counterparts. This instrument may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[signature page to follow]

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known as, or providing satisfactory evidence that he/she is the Vice President of BANK OF AMERICA, NATIONAL ASSOCIATION, a national association, the party that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year this certificate is above written.

NOTARY PUBLIC, in and for the State of _____, residing at _____
Commission expires: _____
Print Name: _____

EXHIBIT A

[To be attached prior to recording]