

PREPARED BY AND RETURN TO:

Katten Muchin Rosenman LLP  
615 S. College Street  
Suite 1700  
Charlotte, NC 28202-3354  
Attn: Elizabeth Dolinger

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE is made and entered into as of May 12, 2025 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 May 12, 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” attached hereto and incorporated by this reference; 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 DeKalb County, 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]*

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first above written.

LANDLORD:

CANTON COMMERCIAL LLC,  
a Georgia limited liability company

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

Name: NAUSHAD PHUNIA

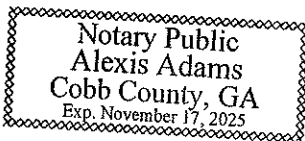
Its: PRESIDENT

Signed, sealed and delivered in the presence of:

  
Unofficial Witness Deek Turnbull

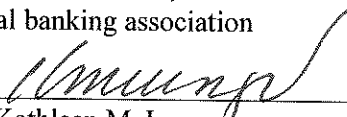
  
Notary Public

My Commission Expires: 11/17/2025  
5/6/2025  
(Affix Notary Seal)



TENANT:

BANK OF AMERICA, NATIONAL ASSOCIATION,  
a national banking association

  
Name: Kathleen M. Luongo  
Title: Vice President

5/7/2025

Signed, sealed and delivered in the  
presence of:



Unofficial Witness

  
Notary Public *Joan Arria*

My Commission Expires: 10-30-2026

(Affix Notary Seal)



EXHIBIT A

Legal Description of Land

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 171 of the 16th District of DeKalb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at the intersection of the southern right-of-way line of Mall Parkway (having a 100-foot right-of-way width) with the western right-of-way line of Turner Hill Road (having a variable right-of-way width), if said rights-of-way were extended to form an angle instead of a mitered corner; run thence in a southerly direction along said western right-of-way line of Turner Hill Road South 00 Degrees 19 Minutes 17 Seconds West a distance of 47.05 feet to a point, said point being the TRUE POINT OF BEGINNING. FROM SAID TRUE POINT OF BEGINNING AS THUS ESTABLISHED, RUN along said western right-of-way line of Turner Hill Road the following courses and distances: South 00 Degrees 19 Minutes 17 Seconds West a distance of 32.90 feet to a point; and South 01 Degrees 02 Minutes 39 Seconds West a distance of 84.95 feet to a point; thence leaving said right-of-way line, run South 45 Degrees 49 Minutes 42 Seconds West a distance of 28.39 feet to a point; thence North 89 Degrees 23 Minutes 14 Seconds West a distance of 229.53 feet to a point; thence North 44 Degrees 23 Minutes 14 Seconds West a distance of 28.28 feet to a point; thence North 00 Degrees 36 Minutes 46 Seconds East a distance of 151.10 feet to a point; thence North 48 Degrees 52 Minutes 29 Seconds East a distance of 26.63 feet to a point located on the southern right-of-way line of Mall Parkway; run thence in a generally easterly direction along said southern right-of-way line of Mall Parkway the following courses and distances: along the arc of a 1,195.92-foot radius curve, an arc distance of 155.76 feet to a point (said arc being subtended by a chord having a bearing of South 87 Degrees 04 Minutes 25 Seconds East and a length of 155.65 feet); North 89 Degrees 11 Minutes 41 Seconds East a distance of 48.38 feet to a point; and South 44 Degrees 41 Minutes 38 Seconds East a distance of 65.27 feet to a point located on the western right-of-way line of Turner Hill Road, said point being the TRUE POINT OF BEGINNING.

Address: 3141 Turner Hill Rd. (a/k/a 8217 Mall Pkwy.), Stonecrest, GA 30038  
DeKalb County Tax Parcel ID 16 171 01 013; PIN 3065255