

Name of Property: York Road NC2-112
Address: 9630 South Tryon St., Charlotte, NC
28273
County and State: Mecklenburg, North Carolina

AUCTION REAL ESTATE SALES CONTRACT WITH ATM LEASEBACK

THIS AUCTION REAL ESTATE SALES CONTRACT WITH ATM LEASEBACK (this “**Agreement**”) is made between BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (“**Seller**”), and [REDACTED], a [REDACTED] (“**Purchaser**”).

In consideration of the mutual covenants herein contained, Seller and Purchaser agree as follows:

1. PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement (including, without limitation, the ATM Lease (as hereinafter defined) Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (herein called the “**Property**”):

(a) Land. That certain tract of land (the “**Land**”) more particularly described on Exhibit A, attached hereto and incorporated herein by reference together with all improvements, if any, located thereon;

(b) Easements. All easements, if any, benefiting the Land;

(c) Rights and Appurtenances. All rights and appurtenances pertaining to the foregoing, if any, including any right, title and interest of Seller, if any, in and to adjacent streets, alleys or rights-of-way;

(d) Improvements. All improvements (the “**Improvements**”) in and on the Land; and

(e) Tangible Personal Property. Subject to the provisions of Section 9.2 and Section 9.3 hereinafter, all of Seller’s right, title and interest in all appliances, fixtures, equipment, machinery, furniture, carpet, drapes and other personal property, if any, owned by Seller and located on or about the Land and the Improvements not removed by Seller by the Closing Date (the “**Tangible Personal Property**”). There is, however, excluded from the definition of Tangible Personal Property, any banking equipment, ATM equipment, Protected Items, security equipment and/or trade fixtures (collectively, the “**Banking Equipment**”) which Seller elects to utilize in its continued ATM or other banking operations on the Property pursuant to the ATM Lease Agreement (as defined in Section 1.2 below).

1.2 ATM Lease-Back. As set forth in Article 6 and elsewhere in this Agreement, the Closing shall be contingent on the parties entering into that certain ATM Lease Agreement attached as Exhibit E to this Agreement (the “**ATM Lease Agreement**”), which Exhibit E is incorporated herein.

2. PURCHASE PRICE

Purchaser’s Initials [REDACTED]

2.1 Purchase Price. The purchase price (the “**Purchase Price**”) for the Property shall be the total of the bid on the date of the auction (the “**Auction Date**”) in the amount of _____ AND NO/100 DOLLARS (\$) _____ (the “**Bid Amount**”) plus a premium of five percent (5%) of the bid (the “**Purchaser’s Premium**”) for a total Purchase Price equal to _____ AND NO/100 DOLLARS (\$) _____ and shall be paid by Purchaser to Seller at the Closing (as defined in Section 6.1). The Purchase Price shall be payable at Closing in United States currency as provided in Section 6.6(a) below.

3. EARNEST MONEY

3.1 Earnest Money. Within two (2) business days after the date this fully executed Agreement has been delivered to Purchaser, in accordance with Section 10.1 of the Agreement, Purchaser shall deliver to FIRST AMERICAN TITLE INSURANCE COMPANY (the “**Escrow Agent**”), as escrow agent, at 121 W. Trade Street, Suite 2175, Charlotte, NC 28202, Attn: Debbie Stewart, 704.405.3225, FABOATEAM@firstam.com, by cashier’s check at the address in Section 10.1 hereof or by wire transfer to such account as directed by Escrow Agent a deposit in an amount equal to the sum of (i) ten percent (10%) of the Bid Amount, and (ii) the Purchaser’s Premium, in United States dollars (such amount, together with all interest, if any, earned thereon being collectively referred to as the “**Earnest Money**”), together with an executed W-9 form if Purchaser desires to have Escrow Agent invest such Earnest Money in an interest bearing account. The Earnest Money shall be held in accordance with the Earnest Money Escrow Agreement Terms attached to this Agreement as Exhibit B. Seller shall have the option to declare a default and Terminate this Agreement if the Earnest Money and the executed W-9 form is not delivered to the Escrow Agent within such time. As used herein, “Terminate” and/or “Terminated” shall mean the termination of this Agreement, by Purchaser or Seller as applicable as expressly set forth in this Agreement, in which event thereafter neither party hereto shall thereafter have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives the termination of this Agreement. The Earnest Money shall be non-refundable for any reason, except Seller’s default, and is effectively option money to induce Seller to sell the Property to Purchaser in accordance with this Agreement. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price.

4. CONDITIONS TO CLOSING

4.1 Title Commitment, Survey and Phase I.

(a) Prior to the execution of this Agreement, Seller has delivered or made available to Purchaser for Purchaser’s review, among other items, (i) a commitment for title insurance (the “**Title Commitment**”) for an Owner’s Policy of Title Insurance issued by First American Title Insurance Company (the “**Title Company**”); (ii) a survey of the Property (the “**Survey**”); and (iii) a Phase I environmental site assessment of the Property (“**Phase I**”).

(b) Seller shall deliver to Purchaser within thirty (30) days after full execution of this Agreement for the Property, (i) if Purchaser desires to purchase an Owner’s Policy of Title Insurance and desires to incur further costs (beyond those set forth in Section 6.4) with respect thereto, an endorsement or its equivalent to the Title Commitment (the “**Endorsement**”), naming Purchaser as the insured and updating the effective date of the Title Commitment; and (ii) a Survey

certified to Purchaser and updating the effective date of the Survey, if required by the Title Company, but only if Purchaser desires such update and desires to incur further costs (beyond those set forth in Section 6.4) with respect thereto, if any. Purchaser shall be required to accept title insurance from Seller's Title Company and title agent, and by execution of this Agreement, Purchaser agrees that said title agent shall close the transaction contemplated by this Agreement. Seller shall not be obligated to cure or satisfy any new requirements and exceptions contained on the Endorsement or updated Title Commitment and shall not be obligated to cure any new matters disclosed by the Survey certified to Purchaser.

(c) The conveyance of the Property shall be subject to certain Permitted Exceptions. The term "**Permitted Exceptions**", as used herein, shall mean (i) the title exceptions listed in Schedule B of the Title Commitment, (ii) any general exceptions and exclusions contained in the standard owner's policy of the Title Company that are not deleted pursuant to the Owner's Affidavit, and (iii) the exceptions listed on Exhibit C hereto.

4.2 Inspection. Upon forty-eight (48) hours prior request, Purchaser may inspect the Property at any reasonable time on or before thirty (30) days after the date of this Agreement for the purpose of conducting such investigations and inspections as Purchaser shall deem appropriate, including but not limited to obtaining geotechnical reports and obtaining building reports, but excluding any Phase II environmental site assessment without Seller's express written consent, which may be withheld in Seller's sole discretion (the "**Inspection Period**"). Purchaser acknowledges that the Property may be comprised of a banking center and/or ATMs and agrees that Purchaser must be accompanied by a representative of Seller when inspecting the Property and that certain inspections must occur after business hours. Purchaser may Terminate this Agreement by notifying Seller in writing prior to the expiration of the Inspection Period, for any reason in Purchaser's sole discretion, provided the Earnest Money shall not be refundable to Purchaser, and the Earnest Money shall be paid to Seller. In the event Purchaser does not give such notification to Seller in writing prior to the expiration of the Inspection Period, Purchaser shall be deemed conclusively to have waived its right to Terminate under this Section 4.2. Purchaser shall bear the cost of all such inspections and investigations of the Property. Purchaser shall be liable for all costs and expenses, and for damages or injury to any person or property resulting from any inspection, and Purchaser shall indemnify and hold harmless Seller from any liability, claims or expenses (including, without limitation, construction liens and/or reasonable attorneys' fees) resulting therefrom. The obligations of Purchaser set forth in this Section 4.2 shall survive Closing or the termination of this Agreement, as applicable.

4.3 Confidentiality. All information provided by Seller to Purchaser or obtained by Purchaser relating to the Property in the course of its review, including, without limitation, any environmental assessment or audit, shall be treated as confidential information by Purchaser and Purchaser shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information. Purchaser will not, except with the express prior written consent of Seller, directly or indirectly, (a) disclose or permit the disclosure of any information to any person or entity, except persons who are bound to observe the terms hereof, or (b) use or permit the use of all information pertaining to the Property (1) in any way detrimental to the Seller or (2) for any purpose other than evaluating the contemplated purchase of the Property. Purchaser agrees, that if the Closing does not occur, Purchaser will promptly return to the Seller or its authorized agent all written or tangible information pertaining to the Property, including all copies or extracts thereof, and all notes based upon the information. Neither the Seller, nor any of its officers, directors, employees, agents or representatives, shall be deemed to make or have made any representation or warranty as to the accuracy or completeness of any information pertaining to the Property or whether or not the information provided constitutes all of the information available to the Seller; and neither the Seller nor any of its officers, directors, employees, representatives or agents shall have any liability resulting from

Purchaser's Initials

Purchaser's use of any information pertaining to the Property. Notwithstanding anything to the contrary set forth in this Agreement, the obligations of Purchaser set forth in this Section 4.3 shall survive the Closing or the termination of this Agreement, as applicable.

4.4 Termination. If this Agreement is Terminated for any reason, Purchaser shall, within ten (10) days of such termination, deliver to Seller copies of the Title Commitments, Surveys, and any updates, all feasibility studies, engineering reports, environmental reports and all other information obtained by Purchaser with respect to the Property. The obligations of Purchaser set forth in this Section 4.4 shall survive termination of this Agreement.

5. NO REPRESENTATIONS OR WARRANTIES BY SELLER;
ACCEPTANCE OF PROPERTY; COVENANTS BY SELLER

5.1 Disclaimer. PURCHASER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE AND DO NOT MAKE, AND SELLER AND ITS AGENTS SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THE DEED, AS DEFINED BELOW), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR THE OPERATION THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY APPLIANCES, FIXTURES, EQUIPMENT, MACHINERY, FURNITURE, VAULTS AND VAULT DOORS (IF ANY ARE SO LOCATED IN THE PROPERTY), OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER AND ITS AGENTS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW), MOLD OR MILDEW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR ITS AGENTS AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER AND/OR SELLER'S AGENTS (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, MOLD OR MILDEW. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY

Purchaser's Initials

INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER AND ITS AGENTS ARE NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION 5.1 SHALL SURVIVE THE CLOSING.

5.2 Hazardous Materials. "**Hazardous Materials**" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("**CERCLA**") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("**RCRA**") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

5.3 Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

5.4 Environmental Risks. Purchaser acknowledges that there are, or may be, certain environmental issues and/or risks with respect to the Property.

5.5 Indemnity. Purchaser hereby expressly acknowledges that from and after the Closing, Purchaser shall be responsible and liable for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements in accordance with all Environmental Requirements, including the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all other applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Furthermore, from and after Closing, Purchaser

Purchaser's Initials

shall indemnify and hold Seller harmless from and against any and all claims, costs, damages or other liability, including attorney's fees, incurred by Seller as a result of any Hazardous Materials being located now or previously on the Property or in the Improvements or as a result of Purchaser's failure to comply with the requirements of this Section in connection with Purchaser's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements. This Section shall survive the Closing of this Agreement.

5.6 Release. Purchaser, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges Seller, its officers, directors, shareholders, employees, agents, attorneys, brokers, property managers, representatives, and any other persons acting on behalf of Seller and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Property or the Improvements (including, but not limited to, any vault that may be located in the Property and the access and operation of any such vault and the door(s) thereof, including any keys or codes with respect thereto obtained by Purchaser) including, without limitation, any Hazardous Materials in, at, on, under or related to the Property or the Improvements, or any violation or potential violation of any Environmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this Section shall survive the Closing or termination of this Agreement.

6. CLOSING

6.1 Closing. The closing (the "**Closing**") shall be held on a date determined by Seller (the "**Closing Date**"), which shall be on or before thirty (30) days after the date of this Agreement (the "**Closing Deadline**"), provided Seller shall have the right to extend the Closing Deadline for up to an additional thirty (30) days. The Closing shall be held in escrow by delivering all documents and the Purchase Price to the Escrow Agent, or its designee, on or before the Closing Deadline, unless the parties mutually agree upon another time or date.

6.2 ATM Lease Agreement. The Closing shall be contingent upon the parties entering into that certain ATM Lease Agreement attached hereto as Exhibit E (the "**ATM Lease**"), for the continued use of the Property by Seller as a drive-up banking facility with ATM(s), pursuant to the terms and conditions set forth in such leases. The ATM Lease shall be executed at Closing.

6.3 Possession. Possession of the Property shall be delivered to Purchaser at the Closing, subject to the Permitted Exceptions. The parties hereto hereby acknowledge and agree that Seller shall lease back from Purchaser that certain portion of the Property described as the "**Premises**" in the ATM Lease Agreement pursuant to the terms of the ATM Lease Agreement.

6.4 Proration: Taxes. At Closing, pro-rations of income and expense and the apportionment of taxes shall be as follows:

(a) All prorations of income, expense and taxes shall be made as of midnight of the day prior to the Closing. Taxes shall be prorated based upon the maximum allowable discount and other applicable exemptions. If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation based upon the maximum allowable discount and other applicable

Purchaser's Initials

exemptions. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree that there shall be no post-closing adjustment of the tax proration. If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be determined by Seller in its reasonable discretion. If, as of the Closing, the Property is not being treated as a separate tax parcel, then Purchaser shall, at its sole cost and expense, use diligent best efforts to ensure that the Property is assessed separately for tax and assessment purposes within no more than one year from the Closing Date.

(b) The agreements of Seller and Purchaser set forth in this Section 6.4 shall survive the Closing.

6.5 Closing Costs. Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, all of the cost of the preparation of the deed, any documentary stamps or transfer taxes on the deed and surtax, if any (exclusive of any that, under state or local laws, are imposed on the buyer or grantee), and certified and pending special assessment liens for which the work has been substantially completed, and Purchaser shall pay, on the Closing Date, the cost of the Title Commitment, including, without limitation, the cost of any title searches or abstracts of the Property, and the premium for the Owner's Policy, all recording costs, intangible tax on any mortgage, documentary stamps or tax on any note, pending special assessment liens for which the work has not been substantially completed, the cost of any inspections conducted by or for the benefit of Purchaser, including, but not limited to, any zoning, permitting or other certification that may be obtained by Purchaser or that may be required to be delivered to Purchaser by any governmental authority as a condition to the conveyance of the Property from Seller to Purchaser, and any other customary charges and costs of closing. In addition, Purchaser shall reimburse Seller for the cost of (a) the Title Commitment and any search fees, the Survey, and the Phase I, which costs are, as of the date hereof, \$3,500.00 for the costs of the initial Title Commitment, \$3,700.00 for the costs of the initial Survey, and \$1,900.00 for the costs of the initial Phase I, and which costs for Survey and Phase I are in accordance with the rates negotiated by Seller with the vendors, and (b) any recertifications, endorsements and updates thereof required in connection herewith. Notwithstanding the foregoing, in the event Purchaser assigns this Agreement after the full execution of this Agreement, provided Purchaser receives Seller's consent for said assignment as outlined in Section 10.8 below, Purchaser shall be responsible for Seller's attorney's fees associated with said assignment in the amount of \$750.00. Except as otherwise provided herein, each party shall pay its own attorneys' fees. Purchaser shall pay the cost of any escrow fees, closing fees, and any fees to prepare the Closing Statement charged by the Escrow Agent. The premiums for the title insurance policies shall be at the rates promulgated by the state or recording district, as applicable, where the Property is located.

6.6 Seller's Obligations at the Closing. At the Closing, Seller shall deliver to Escrow Agent, or its designee, each of the following documents but in no event earlier than the delivery to Seller of all of the proceeds of sale of the Property by wire transfer or immediately available U.S. funds:

(a) Deeds. A Special Warranty Deed in the form approved for or otherwise customarily used for conveyances in the recording district in which the Property is situated (the "**Deed**"), properly executed by Seller for recording, conveying the Property and the Improvements located thereon to Purchaser subject to no exceptions other than the Permitted Exceptions.

(b) Evidence of Authority. Copy of such documents and resolutions as may be acceptable to the Title Company, so as to evidence the authority of the person signing the Deed and other documents to be executed by Seller at the Closing.

(c) Foreign Person. An affidavit of Seller certifying that Seller is not a “foreign person”, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.

(d) Owner’s Affidavits. An executed affidavit or other document for the Property acceptable to the Title Company in issuing the Owner’s Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession, and insuring the “gap.”

(e) Bill of Sale and Assignment. Bill of Sale and Assignment for the Property (the “**Bill of Sale**”) executed by Seller and Purchaser assigning to Purchaser the Tangible Personal Property, in the form attached to this Agreement as Exhibit D.

(f) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(g) ATM Lease. The ATM Lease (as described in Section 6.2 above) executed by Seller as tenant, leasing the ATM located thereon from Purchaser, as landlord, in the forms attached to this Agreement as Exhibit E.

(h) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement, provided Seller shall not be required to cure any title objections.

6.7 Purchaser’s Obligations at the Closing. At the Closing, Purchaser shall deliver to Seller the following:

(i) Purchase Price. The Purchase Price by wire transfer of immediately available U.S. funds.

(j) Evidence of Authority. Such consents and authorizations as Seller may reasonably deem necessary to evidence authorization of Purchaser for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Purchaser in connection with Closing.

(k) Bill of Sale and Assignment. Bill of Sale and Assignment for the Property (the “**Bill of Sale**”) executed by Seller and Purchaser assigning to Purchaser the Tangible Personal Property, in the form attached to this Agreement as Exhibit D.

(l) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(m) ATM Lease. The ATM Lease (as described in Section 6.2 above) executed by Purchaser, as landlord, leasing the ATM located thereon to Seller, as tenant, in the forms attached to this Agreement as Exhibit E.

(n) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the purchase and sale contemplated

herein pursuant to the terms and provisions of this Agreement, including without limitation the Closing Statement and the Bill of Sale.

7. RISK OF LOSS

7.1 Condemnation. If, after the date of this Agreement and prior to the Closing, action is initiated to take the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) Terminate this Agreement, or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing. If, prior to the date of this Agreement, an action has been initiated to take any of the Property by eminent domain proceedings or by deed in lieu thereof, any award made by the condemning authority shall be paid to Seller and the portion of the Property taken shall be deleted from the Property without a reduction in the Purchase Price.

7.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property and its Improvements suffer any damage in excess of \$100,000.00 prior to the Closing from fire or other casualty, which Seller, at its sole option, does not repair, Purchaser may either (a) Terminate this Agreement, or (b) consummate the Closing, in which latter event the proceeds of any insurance not exceeding the Purchase Price and covering such damage shall be assigned to Purchaser at the Closing. If the Property and its Improvements suffer any damage less than or equal to \$100,000.00 prior to the Closing, Purchaser agrees that it will consummate the Closing and accept the assignment of the proceeds of any insurance covering such damage at the Closing.

8. DEFAULT

8.1 Default by Purchaser. The parties acknowledge that in the event of a default by Purchaser, Seller's actual damages would be extremely difficult or impracticable to determine, therefore, the parties agree that the amount of the Earnest Money has been agreed upon, as the parties' reasonable estimate of Seller's damages, and in the event that Purchaser fails to perform all of Purchaser's obligations under this Agreement, and any such failure continues for five (5) Business Days after the date of written notice (which written notice shall detail such failure), Seller shall be entitled to Terminate this Agreement by written notice to Purchaser of such termination and the Earnest Money deposited hereunder by Purchaser, together with all interest earned thereon, shall be paid to Seller within five (5) Business Days of such written notice of termination, as liquidated damages and such shall be Seller's sole and exclusive remedy at law or in equity for any default by Purchaser under this Agreement; provided that such liquidated damages shall not be a limitation upon any obligation of the Purchaser to indemnify and hold harmless the Seller contained in this Agreement. The obligations of Purchaser set forth in this Section 8.1 shall survive the termination of this Agreement.

8.2 Default by Seller. The parties acknowledge that in the event of a default by Seller, Purchaser's actual damages would be extremely difficult or impracticable to determine; therefore, the parties agree that the amount of the Earnest Money, together with (a) all interest earned thereon and (b) the sum of \$5,000.00 has been agreed upon, as the parties' reasonable estimate of Purchaser's damages, and should Seller default, and should any such default continue for five (5) Business Days after the date of written notice (which written notice shall detail such default), Purchaser shall be entitled to Terminate this Agreement by written notice to Seller of such termination and the Earnest Money deposited hereunder by Purchaser, together with the sums listed in (a) and (b) above, shall be returned to Purchaser and such shall be Purchaser's sole and exclusive remedy at law or in equity for any default by Seller under this Agreement.

8.3 Return/Delivery of Earnest Money. In the event the Earnest Money is returned to the Purchaser, as provided in Section 8.2 above, or delivered to the Seller, as provided in Section 8.1 above, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for the obligations specified in Section 4.2, Section 4.3, Section 4.4 and Section 10.2 hereof.

Nothing set forth herein shall release Purchaser from its obligations and indemnifications set forth in Section 4.2, Section 4.3, Section 4.4, and Section 10.2 of this Agreement.

9. FUTURE OPERATIONS

9.1 Future Operations. From the date of this Agreement until the Closing or earlier termination of this Agreement, Seller will (a) maintain the Property in a manner consistent with Seller's past practices with respect to the Property, and (b) promptly advise Purchaser of any litigation, arbitration or administrative hearing condemnation or damage or destruction concerning the Property arising or threatened of which Seller has written notice.

9.2 Trade Fixtures and Equipment. Purchaser acknowledges that Seller is currently operating a banking facility on the Property. Seller shall be entitled, at Seller's option, to remove from the Property all trade fixtures, equipment, ATMs, furniture, furnishings, artwork, appliances, supplies, records, documents, cash, coin, and other items of moveable personal property relating to the operation of Seller's business that may be situated upon the Property (including, without limitation, all safes, vaults, vault doors, signage, pylons, alarms and security equipment, auxiliary generators, cubicles and removable partitions, computers and computer-related equipment, telecommunication equipment, halon systems, draperies, and decorations), and such items removed by Seller shall be excluded from the Improvements and Tangible Personal Property to be conveyed hereunder and shall remain the property of Seller. Seller shall have no obligation to repair any damage to the Property caused by the removal of such items, and Purchaser shall accept the Property in its then-existing condition at Closing.

9.3 Customer Information. Notwithstanding anything contained in this Agreement to the contrary, no computer servers, desktop stations, laptops, files, documents, records or other personal property which could reasonably be expected to contain customer information, proprietary information or other confidential information (collectively, the "**Protected Items**") shall become the property of or shall be disposed of by Purchaser. In the event any Protected Items remain on the Property after Closing, Purchaser shall notify Seller immediately and shall promptly provide access during normal business hours for Seller to retrieve said items; it being acknowledged by both Purchaser and Seller that such items may contain sensitive, confidential and/or proprietary information which is subject to federal and/or state regulations as to ownership, possession, storage, disposal, removal or other handling. Further, Purchaser shall not make any copies of the information contained in the Protected Items, nor display or disseminate the Protected Items or the information contained therein to any third parties. Purchaser agrees that it will not contact any media outlet or other third party to publicize any Protected Items left on the Property. Upon request, Purchaser shall execute a certificate in a form prepared and provided by the Seller, attesting under penalty of perjury to the foregoing. This provision shall survive Closing.

9.4 Restricted Use. Purchaser, as Landlord under the ATM Lease (together with any successor or assign of Purchaser, herein called "**Landlord**"), shall not use or permit the Property to be used by any person or entity for "retail banking purposes" (the "**Use Restriction**"), except by the Seller, as Tenant, for the term of the ATM Lease, and any extension thereof (the "**Restricted Period**"). The term "retail banking purposes" shall include, without limitation, receiving deposits or making loans to the general public,

Purchaser's Initials

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. In addition, during the Restricted Period, other than by Seller, as Tenant under the ATM Lease: (i) there shall be no signage or advertising of any type placed or permitted upon any portion of the Property that relates to retail banking purposes or a financial institution (the “**Signage Restriction**”), and (ii) there shall be no public announcements, advertising, solicitations, business development, notices or other publications relating in any manner to the present or future operation of a financial institution, in or about any portion of the Property (the “**Advertising Restriction**”). In the event of a violation of the aforesaid Use Restriction, Advertising Restriction or Signage Restriction (collectively, the “**Restrictions**”), which violation is not cured within fifteen (15) days after Seller, as Tenant, delivers written notice to Purchaser, as Landlord, Seller shall be entitled to pursue all remedies available at law or in equity, including, without limitation, injunctive relief. In addition, Seller shall be entitled to recover from Purchaser liquidated damages in the amount of \$500.00 per day for any violation of the Restrictions from the commencement of any such violation until the date on which the violation is cured. 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 a violation of the Restrictions. In the event of any litigation relating to the enforcement of the provisions contained in this Section 9.4, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney’s fees. The provisions contained in this Section 9.4 shall survive the Closing and shall be included in the Deed and/or a Memorandum of Lease.

10. MISCELLANEOUS

10.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; or (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation or UPS, addressed to such party at the address specified below. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

IF TO SELLER:

Bank of America, National Association
Real Estate Services
Two Smith St.
Mail Code MA6-152-02-01
Wakefield, MA 01880
Attention: Kathleen M. Luongo (NC-112)
Telephone: 781.756.4818
Email: kathleen.m.luongo@bofa.com

WITH A COPY TO:

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

Attention: Jennifer Dunbar
Telephone: 704.344.3077
Email: jennifer.dunbar@katten.com

WITH A COPY TO:

Williams & Williams Marketing Services, Inc.
2448 E. 81st St., Suite 2600
Tulsa, OK 74137
Attn: Fontana Fitzwilson
Telephone: 918.362.6505
Email: fontana.fitzwilson@williamsauction.com

IF TO PURCHASER:

[Redacted]
[Redacted]
[Redacted]
Attn: [Redacted]
Telephone: () [Redacted]
Email: [Redacted]

WITH A COPY TO:

[Redacted]
[Redacted]
[Redacted]
Attn: [Redacted]
Telephone: () [Redacted]
Email: [Redacted]

IF TO ESCROW AGENT/
TITLE COMPANY:

First American Title Insurance Company
121 W. Trade Street, Suite 2175
Charlotte, NC 28202
Attn: Debbie Stewart
Telephone: 704.405.3225
Email: FABOATEAM@firstam.com

10.2 Real Estate Commissions. Seller agrees to pay Williams & Williams Marketing Services, Inc. (“**Auction Company**”) pursuant to a separate agreement. Purchaser agrees to pay any commission due Purchaser’s broker, if applicable. Purchaser acknowledges that Seller has no obligation, either express or implied, to Purchaser’s broker and that this Agreement shall not create any privity of contract between Seller and Purchaser’s broker. Any commissions shall be paid only upon Closing. A broker cannot act as a principal and a broker on the same transaction.

As used herein, “**Acquisition Fees**” shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property including real estate commissions, selection fees, nonrecurring management and startup fees, development fees or any other fee of similar nature. Seller and Purchaser each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction, arising by, through or under the indemnifying party, and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 10.2. This indemnification agreement of the parties shall survive the Closing.

10.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein, as this Agreement supersedes all prior negotiations or agreements between Seller and Purchaser with respect to the subject matter hereof, including, but not limited to, any term sheet, letter of intent, or other communication.

10.4 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

10.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.6 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the state in which the Property is located, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.7 Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located and the laws of the United States pertaining to transactions in such State. For any controversy hereunder, the parties shall submit the venue to a court of competent jurisdiction in the county in which the Property is located. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

10.8 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser shall not assign Purchaser's rights under this Agreement without the prior written consent of Seller, which may be denied in Seller's sole discretion. In the event any assignment of rights is approved and the Property is conveyed to an assignee of Purchaser, such assignment and conveyance shall not alter, impair or relieve either Purchaser or such assignee from the waivers, acknowledgments, assumptions and agreements of Purchaser set forth herein, all of which are binding upon the assignee of Purchaser, and all of which are expressly assumed by such assignee as among the obligations and liabilities which survive the Closing by the closing of the transaction and acceptance of the Deed.

10.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

10.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

10.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

10.12 Date of this Agreement. As used in this Agreement, the terms "date of this Agreement", "**Effective Date**", or "date hereof" shall mean and refer to the date on which Seller executes this Agreement.

10.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

- (a) Exhibit A, the Land;
- (b) Exhibit B, the Earnest Money Escrow Agreement Terms;
- (c) Exhibit C, the Permitted Exceptions;
- (d) Exhibit D, the Bill of Sale; and
- (e) Exhibit E, the ATM Lease Agreement.

10.14 Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

10.15 Recordation; Publicity. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Purchaser. In addition, from and after the effective date of this Agreement, whether this Agreement is closed or Terminated, neither Purchaser nor Seller shall make or permit to be

Purchaser's Initials

made any public announcements or press releases concerning the existence of this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein, without the prior written consent of Seller and Purchaser.

10.16 Confidentiality. The terms of this Agreement shall remain confidential, except to the extent disclosure is required by the Federal Reserve or other governmental authorities or required in order to close the transactions contemplated in this Agreement. From and after the date of this Agreement, except with the prior written consent of the other party, neither Purchaser nor Seller shall prior to Closing make or permit to be made any public announcements or press releases concerning this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein. After the Closing, the parties will agree on the information contained in any press release or announcement as to the Closing of the transaction contemplated by this Agreement. This provision shall survive the Closing of this Agreement.

10.17 Section 1031 Exchange. Either Seller or Purchaser shall have the right to treat this Property as part of a tax-deferred like-kind exchange under Section 1031 of the Internal Revenue Code and, to that end, shall have the right to assign or otherwise alter this Agreement in order to accomplish that objective, provided the net economic effect (including the date of Closing and the exposure of the parties to liability) shall be essentially the same as under this original Agreement.

10.18 Digital Image; Facsimile Execution. A facsimile, digital or electronic copy (such as a pdf or other computer image) of this Agreement or any of the documents to be delivered at Closing under Section 6.5 and 6.6, and any signatures thereon, shall be considered for all purposes as originals when delivered and shall be valid and effective to bind the party so signing when delivered and released by the party so signing. The parties agree to accept a digital image of this Agreement or any of the documents to be delivered at Closing under Section 6.5 and 6.6, 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 like statutes and regulations, and to the extent permitted by a court with proper jurisdiction. Notwithstanding the foregoing, originals of the Deed and any local filings related thereto that are required to be recorded or filed as original signed copies shall be delivered in accordance with Article 6.

10.19 Economic Sanctions Compliance. Purchaser represents that neither Purchaser nor any of its subsidiaries or, to the knowledge of the Purchaser, any director, officer, employee, agent, affiliate or representative of the Purchaser 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 Purchaser located, organized or resident in a country or territory that is the subject of Sanctions; and Purchaser represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

10.20 Employee and Insiders Representation. If Purchaser is or includes an individual person, Purchaser represents and warrants that it is not an employee or a spouse, domestic partner or dependent child of an employee of Seller and that no employee or spouse, domestic partner or dependent child of Seller has a controlling interest in Purchaser. If Purchaser is or includes an entity (such as a limited liability company, partnership, corporation), Purchaser represents and warrants that no employee or spouse, domestic partner or dependent child of Seller has a controlling interest in Purchaser. If Purchaser is or includes a trust, Purchaser represents and warrants that neither Purchaser nor any trustee or beneficiary of Purchaser is an employee or spouse, domestic partner or dependent child of an employee of Seller and that no employee or spouse, domestic partner or dependent child of Seller has a controlling interest in Purchaser.

Purchaser’s Initials

Without limiting the foregoing, the Prohibition on the Purchase of Property by Bank of America Employees and Insiders Policy (“**Policy**”) prohibits Bank of America employees and their spouses or domestic partners or dependent children that live with the employee, or any other person residing in the household who derives his or her primary means of financial support from the employee (herein, referred to as “**Household Members**”) from purchasing Bank Controlled Properties. The prohibition applies as well to directors, executive officers and any principal shareholders of Bank of America (together referred to as “**Insiders**” and defined further in the Regulation O policy). Per Regulation O, Insiders are further defined as a Director, Regulation O Executive Officer, or a Related Interest of Bank of America, National Association. Related Interests are further defined as a company, partnership, or other legal entity that is controlled by an Insider, or a political or campaign committee that is controlled by or that benefits that Insider. Control is defined generally as the ability to vote 25% or more of any class of voting securities of an entity, the ability to control the election of a majority of the directors of an entity, or the ability to exercise a controlling influence over the management or policies of an entity. Purchaser represents and warrants that the transaction contemplated by this Agreement does not violate the Policy.

10.21 Attorney Consultation. Purchaser acknowledges and agrees that it has either (a) executed and delivered this Agreement only after review by, and consultation with, an attorney selected by Purchaser, in order to allow Purchaser to be advised of the meaning and appropriateness of any of the terms of this Agreement, or (b) waived the right for such review and consultation, as Purchaser has determined that the terms of this Agreement are appropriate or that review by an attorney is not necessary for Purchaser to proceed in accordance herewith.

10.22 Dispute Resolution. Seller and Purchaser 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, Seller and Purchaser 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 Charlotte, North Carolina;
- (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.

Seller's initials _____ Purchaser's initials _____

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

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

SELLER:
BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association

DATE OF EXECUTION BY SELLER:
_____, 202__

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

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

PURCHASER:
_____, a

DATE OF EXECUTION BY PURCHASER:
_____, 202__

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT AND AGREEMENT BY THE ESCROW AGENT

The undersigned joins in execution of this Agreement for the purpose of acknowledging and agreeing to the terms and provisions of this Agreement relative to the obligations of Escrow Agent hereunder, including, without limitation, the Earnest Money Escrow Agreement Terms attached to this Agreement as Exhibit B.

Escrow Agent has not, as of the date hereof, received the Earnest Money, but on receipt thereof shall (a) hold the Earnest Money in accordance with this Agreement and the Earnest Money Escrow Agreement Terms attached to this Agreement as Exhibit B, and (b) issue an Earnest Money Receipt notice to Purchaser and Seller by email to the addresses noted herein.

DATE OF EXECUTION
BY ESCROW AGENT:

_____, 202__

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT AND AGREEMENT BY PURCHASER'S BROKER

The undersigned joins in execution of this Agreement for the purpose of representing and warranting to Purchaser and Seller that the undersigned (i) is a duly licensed real estate broker under the real estate licensing act(s) of the State in which the Property is located and any applicable regulations, (ii) is duly authorized to earn and receive a commission in connection with the transaction evidenced by this Agreement, and (iii) acknowledges and agrees to the terms and provisions of Section 10.2 hereof, including, without limitation, the entitlement to commission only accruing upon a final closing of the transaction. The undersigned shall indemnify and hold Purchaser and Seller harmless from any loss, liability, damage, cost or expense (including attorneys' fees) resulting by reason of a breach of the representations and warranties made herein.

DATE OF EXECUTION
BY PURCHASER'S BROKER:

_____, 202__

PURCHASER'S BROKER:

By: _____

Name: _____

Title: _____

Email: _____

ACKNOWLEDGMENT AND AGREEMENT BY THE AUCTION COMPANY

The undersigned joins in execution of this Agreement for the purpose of representing and warranting to Purchaser and Seller that the undersigned (i) is a duly licensed real estate broker and auctioneer under the real estate licensing act(s) of the State in which the Property is located and any applicable regulations, (ii) is duly authorized to earn and receive a commission in connection with the transaction evidenced by this Agreement, and (iii) acknowledges and agrees to the terms and provisions of Section 10.2 hereof , including, without limitation, the entitlement to commission only accruing upon a final closing of the transaction. The undersigned shall indemnify and hold Purchaser and Seller harmless from any loss, liability, damage, cost or expense (including attorneys' fees) resulting by reason of a breach of the representations and warranties made herein.

DATE OF EXECUTION
BY AUCTION COMPANY:

_____, 202__

AUCTION COMPANY:
WILLIAMS & WILLIAMS MARKETING SERVICES,
INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

LAND

Legal Description for the Land to be verified by title commitment and survey

The Land referred to herein below is situated in the County of Mecklenburg, State of North Carolina, and is described as follows:

BEING all of Lot 1 shown on a plat entitled "Final Plat of Yons' Properties – Map 1 Steele Creek Township, Mecklenburg County, North Carolina", prepared by Civiltek Associates on December 13, 1994, approved on January 18, 1995, and recorded at Map Book 26, Page 552, in the Office of the Register of Deeds for Mecklenburg County, North Carolina, and consisting of 1.788 acres, together with a 40 foot ingress/egress easement over the adjoining Yons' properties tract as depicted thereon.

LESS AND EXCEPT the fee simple property conveyed in Book 10248, Page 896.

Property Address: 9630 South Tryon St., Charlotte, NC 28273
Mecklenburg County Property Tax ID: 20117122

EXHIBIT B

EARNEST MONEY ESCROW AGREEMENT TERMS

These Earnest Money Escrow Agreement Terms are made by and among the Seller, Purchaser, and Escrow Agent referenced in the Auction Real Estate Sales Contract with ATM Leaseback (the “**Agreement**”).

RECITALS

Seller and Purchaser have entered into the Agreement concerning Property referenced in the Agreement.

In connection with the Agreement, Seller and Purchaser have requested Escrow Agent to receive funds to be held in escrow and applied in accordance with the terms and conditions of this Escrow Agreement.

NOW THEREFORE, in consideration of the above recitals, the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. ESCROW AGENT. First American Title Insurance Company hereby agrees to act as Escrow Agent in accordance with the terms and conditions hereof.
2. INITIAL DEPOSIT/ADDITIONAL DEPOSITS. Escrow Agent shall receive an initial deposit in the amount set forth in Section 3.1 of the Agreement. Any additional amounts deposited with Escrow Agent shall be added to the initial deposit and together with the initial deposit and all interest and other earnings thereon shall be referred to herein collectively as the “**Escrow Fund**”.
3. DEPOSITS OF FUNDS. All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may initially deposit such funds in its custodial or escrow accounts which may result in the funds being commingled with escrow funds of others for a time; however, as soon as the Escrow Fund has been credited as collected funds to Escrow Agent’s account, then Escrow Agent shall immediately deposit the Escrow Fund into an interest bearing account with any reputable trust company, bank, savings bank, savings association, or other financial services entity approved by Seller and Purchaser, not to be unreasonably withheld. Deposits held by Escrow Agent shall be subject to the provisions of applicable state statutes governing unclaimed property. Seller and Purchaser will execute the appropriate Internal Revenue Service documentation for the giving of taxpayer identification information relating to this account. Seller and Purchaser do hereby certify that each is aware the Federal Deposit Insurance Corporation coverages apply to a maximum amount of \$250,000.00 per depositor. Further, Seller and Purchaser understand that Escrow Agent assumes no responsibility for, nor will Seller or Purchaser hold same liable for any loss occurring which arises from a situation or event under the Federal Deposit Insurance Corporation coverages.
 - 3.1. All interest will accrue to and be reported to the Internal Revenue Service for the account of Purchaser, at the address set forth in Section 10.1 of the Agreement, Tax Identification No: _____.
 - 3.2. Escrow Agent shall not be responsible for any penalties, or loss of principal or interest, or any delays in the withdrawal of the funds which may be imposed by the depository institution as a result of the making or redeeming of the investment pursuant to Seller and Purchaser instructions.
4. DISBURSEMENT OF ESCROW FUND. Escrow Agent may disburse all or any portion of the Escrow Fund in accordance with and in reliance upon written instructions from both Seller and Purchaser. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts

underlying such instructions or as to whether any conditions upon which the funds are to be released have been fulfilled or not fulfilled, or to whom funds are released. If Escrow Agent receives a notice from Seller or Purchaser that the Agreement has been Terminated other than pursuant to Section 8.2 of the Agreement on account of Seller's default, Escrow Agent shall immediately deliver all of the Escrow Fund to Seller. If Escrow Agent receives a notice from Seller or Purchaser that the Agreement has been Terminated, Escrow Agent shall immediately deliver all of the Escrow Fund to Seller. Escrow Agent shall release the Escrow Fund to Seller without the consent of Purchaser or notice to Purchaser.

5. DEFAULT AND/OR DISPUTES. In the event any party to the transaction underlying this Agreement shall tender any performance after the time when such performance was due, Escrow Agent may proceed under this Agreement unless one of the parties to this Agreement shall give to the Escrow Agent written direction to stop further performance of the Escrow Agent's functions hereunder. In the event written notice of default or dispute is given to the Escrow Agent by any party, or if Escrow Agent receives contrary written instructions from any party, the Escrow Agent will promptly notify all parties of such notice. Thereafter, Escrow Agent will decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions, except upon receipt of a mutual written agreement of the parties or upon an appropriate order of court. In the event of a dispute, the Escrow Agent is authorized to deposit the escrow into a court of competent jurisdiction for a determination as to the proper disposition of said funds. In the event that the funds are deposited in court, the Escrow Agent shall be entitled to file a claim in the proceeding for its costs and counsel fees, if any. Notwithstanding the foregoing, if Escrow Agent receives a notice from Seller that the Agreement has been Terminated based on Purchaser's default, in accordance with Section 8.1 of the Agreement, Escrow Agent shall immediately deliver all of the Escrow Fund to Seller without the consent of Purchaser or notice to Purchaser.
6. PERFORMANCE OF DUTIES. In performing any of its duties under this Agreement, or upon the claimed failure to perform its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may occur as a result of Escrow Agent so acting, or failing to act; provided, however, Escrow Agent shall be liable for damages arising out of its willful default or gross negligence under this Agreement. Accordingly, Escrow Agent shall not incur any such liability with respect to (i) any good faith act or omission upon advice of counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent hereunder, or (ii) any good faith act or omission in reliance upon any document, including any written notice or instructions provided for in the Agreement, not only as to its due execution and to the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the proper person or persons and to conform with the provisions of this Agreement.
7. LIMITATIONS OF LIABILITY. Escrow Agent shall not be liable for any loss or damage resulting from the following:
 - 7.1. The effect of the transaction underlying this Agreement including without limitation, any defect in the title to the real estate, any failure or delay in the surrender of possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and/or any misrepresentation of fact made by any other party;
 - 7.2. The default, error, act or failure to act by any other party to the escrow;

- 7.3. Any loss, loss of value or impairment of funds which have been deposited in escrow while those funds are in the course of collection or while those funds are on deposit in a depository institution if such loss or loss of value or impairment results from the failure, insolvency or suspension of a depository institution;
- 7.4. Any defects or conditions of title to any property that is the subject of this escrow provided, however, that this limitation of liability shall not affect the liability of First American Title Insurance Company under any title insurance policy which it has issued or may issue. NOTE: No title insurance liability is created by this Agreement.
- 7.5. Escrow Agent's compliance with any legal process including but not limited to, subpoena, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.
8. HOLD HARMLESS. Purchaser and Seller shall indemnify the Escrow Agent and hold the Escrow Agent harmless from all damage, costs, claims and expenses arising from performance of its duties as Escrow Agent including reasonable attorneys' fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.
9. RELEASE OF PAYMENT. Payment of the funds so held in escrow by the Escrow Agent, in accordance with the terms, conditions and provisions of this Escrow Agreement, shall fully and completely discharge and exonerate the Escrow Agent from any and all future liability or obligations of any nature or character at law or equity to the parties hereto or under this Agreement.
10. NOTICES. Shall be sent in accordance with the within Agreement.
11. MISCELLANEOUS.
- 11.1. This Agreement shall be binding upon and inure to the benefit of the parties respective successors and assigns.
- 11.2. This Agreement shall be governed by and construed in accordance with the Laws of the State in which the Property is located.
- 11.3. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.
- 11.4. Time shall be of the essence of this Agreement and each and every term and condition hereof.
- 11.5. In the event a dispute arises between Purchaser and Seller under this Agreement, the losing party shall pay the attorney's fees and court costs of the prevailing party.

EXHIBIT C

PERMITTED EXCEPTIONS TO DEED

1. Rights of parties in possession, if any.
2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
3. Defects, liens, encumbrances, adverse claims or other matters (a) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; (b) resulting in no loss or damage to the Grantee; or (c) attaching or created subsequent to the date hereof.
4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
5. Any and all unrecorded leases, if any, and rights of parties therein.
6. Taxes and assessments for the year of closing and subsequent years.
7. All judgments, liens (excluding construction liens), assessments, code enforcement liens, encumbrances, declarations, mineral reservations, covenants, restrictions, reservations, easements, agreements and any other matters as shown on the public records.
8. Any state of facts which an accurate survey or inspection of the Property would reveal, including inland/tidal wetlands designation if applicable.
9. Any liens for municipal betterments assessed after the date of the within Agreement and/or orders for which assessments may be made after the date of the within Agreement.
10. That certain ATM Lease Agreement by and between Seller, as tenant, and Purchaser, as landlord, to be executed at Closing.
11. Without limiting the foregoing, all covenants, conditions, restrictions and other matters of record recorded or filed in the applicable records of Mecklenburg County, North Carolina, with respect to the real property conveyed hereby.
12. All exceptions and other matters shown on that First American Title Insurance Company Title Commitment No. NCS-NC2-112-CHAR, with an effective date of July 18, 2022 at 8:00 a.m.

EXHIBIT D

FORM OF BILL OF SALE

BILL OF SALE AND ASSIGNMENT

FOR VALUE RECEIVED, BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (“**Assignor**”), hereby, as of _____, 202__, sells, bargains, conveys, assigns, transfers and sets over to _____, a _____ (“**Assignee**”), its successors and assigns forever, all of Seller’s right, title and interest in and to the furniture, fixtures, equipment and other items of personal property, if any, owned by Seller (collectively, the “**Personal Property**”), all as located on or attached to the real estate and the building and improvements erected thereon located at 9630 South Tryon Street, Charlotte, North Carolina (the “**Property**”).

TO HAVE AND TO HOLD the above-mentioned Personal Property unto Assignee, its successors and assigns forever.

Assignor covenants, represents and warrants that it has good and legal title to the Personal Property free and clear of all claims, liens, security interests, charges and encumbrances, subject to the Permitted Exceptions shown in any public records or listed in the Deed from Assignor to Assignee of even date herewith conveying the Property, and that Assignor has the right to transfer and convey such title to the Personal Property to Assignee. All terms, covenants, representations and warranties contained herein shall be for and inure to the benefit of, and shall bind, the parties hereto and their respective successors and assigns.

Assignee takes the Personal Property “AS IS” and “WITH ALL FAULTS” and acknowledges that Assignor has not made and does not make any representations or warranties as to physical condition, operation, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose or any other matter.

Notwithstanding anything contained herein to the contrary, no computer servers, desktop stations, laptops, files, documents, records or other personal property which could reasonably be expected to contain customer information, proprietary information or other confidential information (collectively, the “**Protected Items**”) shall become the property of or shall be disposed of by Assignee. In the event any Protected Items remain on the Property after closing, Assignee agrees to notify Assignor immediately and to promptly provide access during normal business hours for Assignor to retrieve said items; it being acknowledged by both Assignee and Assignor that such items may contain sensitive, confidential and/or proprietary information which is subject to federal regulations as to ownership, possession, storage, disposal, removal or other handling. Further, Assignee agrees not to make any copies of the information contained in the Protected Items, nor display or disseminate the Protected Items or the information contained therein to any third parties. Assignee agrees that it will not contact any media outlet or other third party to publicize any Protected Items left on the Property. In addition, upon request, Assignee agrees to execute a certificate in a form prepared and provided by the Assignor, attesting under penalty of perjury to the foregoing. This provision shall survive the Closing of the sale of the Property.

The parties agree to accept a digital image of this Bill of Sale and Assignment, 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.

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned have executed this Bill of Sale and Assignment as of the date first set forth hereinabove.

ASSIGNOR:

BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association

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

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

ASSIGNEE:

_____, a _____

By: _____
Name: _____
Title: _____

EXHIBIT E

FORM OF ATM LEASE AGREEMENT

ATM LEASE AGREEMENT

(Free Standing/Pad Site ATM)

9630 South Tryon St., Charlotte, NC 28273 (NCW-770)

THIS ATM LEASE AGREEMENT (this “**Lease**”) is made and entered into on this ___ day of _____, 20___ (the “**Effective Date**”), by and between _____ (“**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, 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 PROPERTY: as defined in Section 1.1 above.

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

1.4 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**”).

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

1.6 TERM: The Term of this Lease shall commence on the Commencement Date and, if not sooner terminated, shall expire on the Expiration Date, which is the date that is the last day of the calendar month within which the fifth (5th) anniversary of the Rent Commencement Date occurs (the “**Term**” or “**Lease Term**”). Tenant may extend the Term of the Lease for up to four (4) 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.

1.7 BANKING USE: As used in this 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, “ATM”).

1.8 RENTAL: During the Term of this 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*	\$18,000.00 per year (\$1,500.00 per month)
Years 6 – 10**	\$19,800.00 per year (\$1,650.00 per month)
Years 11 – 15**	\$21,780.00 per year (\$1,815.00 per month)
Years 16 – 20**	\$23,958.00 per year (\$1,996.50 per month)
Years 21 - 25**	\$26,353.80 per year (\$2,196.15 per month)

*“**Years**” shall refer to twelve (12)-month periods of time commencing on the Rent Commencement Date, provided that the first Year shall be twelve (12) months plus the period of time from the Rent Commencement Date until the end of that calendar month unless the Rent Commencement Date is the first (1st) day of a month. Rental shall be pro-rated for any partial month of the Term.

**Denotes a Renewal Term if exercised.

1.9 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. 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 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 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.

(d) Landlord is not a party to any litigation which could adversely affect Tenant's rights or entitlements under this Lease, or which would otherwise adversely affect the ability of Landlord to perform its obligations under this 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 for 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 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 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 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 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 using or servicing the ATM. Tenant's armored vehicle contractors who service the ATM shall be permitted to park in the closest, most secure location reasonably possible.

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 City of Charlotte, North Carolina 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 1.8 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 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 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 the Vendor Forms are required by Tenant prior to its issuance of payments for Rental.

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 Lease in those jurisdictions that impose such a tax.

9.2 Utilities. Tenant agrees to pay before delinquency all charges for any utilities furnished to and used by Tenant at the Premises, which utilities shall be separately metered. 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 to an abatement of all Rental attributable to the entire period of unavailability

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 Charlotte, North Carolina 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 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 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 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 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. Landlord shall provide Tenant with at least thirty (30) days' prior notice of any assignment or transfer of this Lease, which notice shall include the transferee's name, address, tax identification number, and state and country of formation.

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 Lease, Tenant shall have the right to assume in whole or in part, without insurance, any and all risks otherwise required by this 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 North Carolina 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 Charlotte, North Carolina.

13.3 Waiver of Recovery. Anything in this 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 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 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 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 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 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 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 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 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 untenantable as a result of Landlord's failure to perform any condition or covenant required by this Lease to be performed by Landlord.

17. SUBORDINATION; NON-DISTURBANCE. This 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 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 Lease, Tenant shall within ninety (90) days after the expiration of this 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 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 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 North Carolina, 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 Lease shall be governed according to Eastern Time Zone.

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

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

24. INTEGRATION. This 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 Lease, or because of an alleged dispute, breach or default of this Lease, or to interpret this 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 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 Lease or application thereof is held invalid or unenforceable as to any party, the balance of this Lease shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

28. NOTICE. Except as otherwise provided in this 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 on the signature page, 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 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 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 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 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), or (l) 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 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 Lease, and the term "Landlord" shall include each as well as all of them.

36. DISPUTE RESOLUTION. Seller and Purchaser 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, Seller and Purchaser 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:

(i) The proceedings shall be heard in the City of Charlotte, North Carolina;

(j) 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;

(k) 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;

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

(m) 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;

(n) 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;

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

(p) 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.

Seller's initials _____ Purchaser's initials _____

IN ANY ACTION OR PROCEEDING ARISING HEREFROM, SELLER AND PURCHASER HEREBY CONSENT TO (I) SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION, THE JURISDICTION OF ANY COMPETENT COURT IN THE STATE OF NORTH CAROLINA, AND (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY NORTH CAROLINA 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 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 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 Lease.

38.2 Transaction Termination. Intentionally Deleted.

38.3 Store Closure Termination Option. Intentionally Deleted.

38.4 Plans; Permits; Approvals. Intentionally Deleted.

38.5 Subsequent Covenants. Tenant shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Landlord if any Subsequent Covenants prevent or materially interfere with the development or operation of the Premises for the Banking Use or the access to the ATM.

38.6 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 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.

38.7 Casualty. Tenant may terminate this 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.

38.8 Subordination, Non-Disturbance and Attornment Agreement. Tenant may terminate this 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.

38.9 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 Lease and the obligations of the parties hereunder

shall terminate and this 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 38.5, 38.6, 38.7, 38.8 or if this 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 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 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 LEASE. This 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 "C" 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 the 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 the 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.

(c) The parties hereby agree to indemnify, defend, and hold one another harmless from and against any and all claims, losses, and damages (including attorneys' fees and costs) arising from or related to any breach of the foregoing representations.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this 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]

_____, a

By: _____

Name: _____

Title: _____

Date of Landlord's Signature: _____

Contact information for Notices:

Attn: _____

Telephone: _____

Email: _____

[TENANT'S SIGNATURE PAGE]

BANK OF AMERICA, NATIONAL ASSOCIATION,
a national banking association

By: _____

Name: _____

Its: _____

Date of Tenant's Signature: _____

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 (NCW-770)

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: (NCW-770)

EXHIBIT "A" TO FORM ATM LEASE

DEPICTION OF PREMISES & CRITICAL AREA



- * Premises outlined in Red/Blue
- * Critical Area highlighted in yellow

EXHIBIT "A-1" TO ATM LEASE AGREEMENT

CRITICAL AREA

(bold red line)

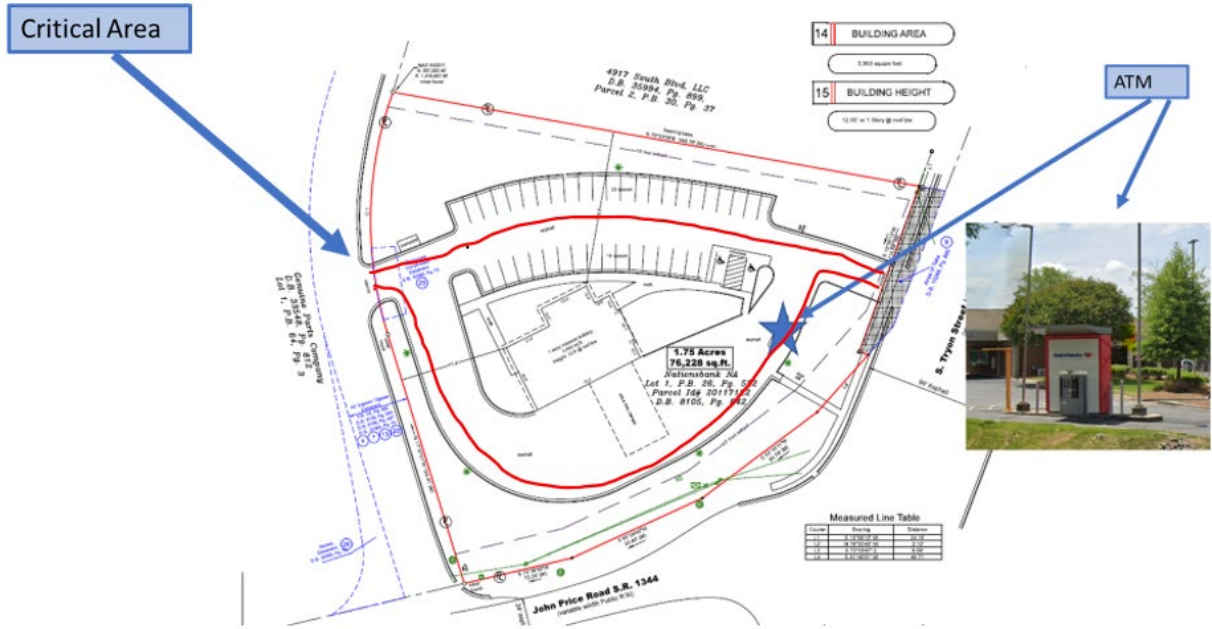


EXHIBIT "A" TO ATM LEASE AGREEMENT
STANDARD SIGNAGE AND BRANDING PACKAGE



EXHIBIT "B" TO FORM ATM LEASE

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> </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

I certify that the information I provided is correct and that I am an authorized signer or designate of the account provided for direct deposit transactions and am entitled to provide this authorization. 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.

I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.

Signature: _____ Date: _____

Name _____

Title _____

EXHIBIT "C" TO FORM ATM LEASE

FORM OF MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of _____, 20__ by _____ and _____ between _____, _____, having an address of _____ ("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").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a certain ATM Lease Agreement dated _____, 20__ (the "Lease") whereby Landlord did demise and lease to Tenant, and Tenant did lease from Landlord the Premises (as defined in the Lease), which is a portion of the land located at 9630 South Tryon St., Charlotte, NC 28273 (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 terminate on the date that is the last day of the calendar month within which the fifth (5th) anniversary of the Rent Commencement Date occurs.
3. Renewal Terms. Tenant may extend the Term of the Lease for up to four (4) additional periods of five (5) years each.
4. Exclusive. Tenant shall have the exclusive right to the Banking Use (as defined in the Lease) 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 or any retail banking purposes, other than Tenant, for the Term of the Lease. The term "retail banking purposes" shall include, without limitation, 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. In addition, during the Term of the Lease, other than by Tenant under the Lease: (i) there shall be no signage or advertising of any type placed or permitted upon any portion of the Land that relates to retail banking purposes or a financial institution, and (ii) other than Tenant under the Lease, there shall be no public

announcements, advertising, solicitations, business development, notices or other publications relating in any manner to the present or future operation of a financial institution, in or about any portion of the Property.

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 Charlotte, North Carolina 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]

