


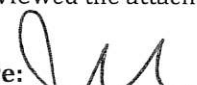


Board of Commissioners  
Request for Land Acquisition Transmittal Form

RATIFICATION

**Project Name:** 1088 and 1096 West Avenue

Submission Information	Purpose and Summary of Request
<p><b>Contact Name:</b> Jennifer Rutledge  <b>Department:</b> Board of Commissioners  <b>Property Location:</b> 1088 and 1096 West Avenue  <b>Acreage:</b> n/a  <b>Funding Source:</b></p>	<p>For the purchase of 1088 and 1096 West Avenue for the Tax Commissioners offices. To include a 5-year lease to Bank of America for the existing ATM to remain at 1088 West Avenue - \$1000/month revenue from the ATM lease.</p>

<input type="checkbox"/> <b>Department Director/Elected Official Signature</b>	<input type="checkbox"/> <b>Chief Operating Officer Signature</b>
<p>I have reviewed the attached, and it is approved as to substance.</p> <p>Signature:  Date: 10/31/24</p>	<p>I have reviewed the attached, and it is approved for processing.</p> <p>Signature: _____ Date: _____</p>
<input type="checkbox"/> <b>County Attorney Signature</b>	<input type="checkbox"/> <b>Executive Director of Government Affairs/County Clerk Signature</b>
<p>I have reviewed the attached, and it is approved as to form.</p> <p>Signature: _____ Date: _____</p>	<p>I have reviewed the attached, and it is approved for processing.</p> <p>Signature:  Date: 10/31/24</p>
<input type="checkbox"/> <b>Chief Financial Officer Signature</b>	
<p>I have reviewed the attached, and it is approved as to form.</p> <p>Signature: _____ Date: _____</p>	

2024-568



**First American Title Insurance Company**  
**National Commercial Services**  
 121 W. Trade St., Suite 2175 • Charlotte, NC 28202

Office Phone:(704)376-3503 Office Fax:(704)373-0825

**Buyer's Settlement Statement**

**File No:** NCS-401470660A-NC  
**Escrow Officer:** Deborah Stewart/DS  
**Estimated Settlement Date:** 05/16/2024  
**Disbursement Date:**

**Property:**  
 1088 West Avenue Southwest, Conyers, GA 30012  
 GA7-555

**Buyer:**  
 Rockdale County, Georgia  
 958 Milstead Ave., Conyers, GA 30012

**Seller:**  
 Bank of America, National Association  
 100 N. Tryon Street, Mail Code NC1-007-25-50, Charlotte, NC  
 28255

Description	Buyer Charge	Buyer Credit
<b>Consideration</b>		
<b>Total Consideration</b>	825,000.00	
<b>Deposits In Escrow</b>		
Receipt No. 111625292 on 03/20/2024 by Rockdale County, Georgia		82,500.00
<b>Adjustments</b>		
Initial Title Exam-Cmt	1,750.00	
Survey	3,900.00	
Phase I	1,900.00	
Lease Rent - June		1,000.00
<b>Prorations</b>		
C160010008 Est 2024 County Tax 01/01/24 through 05/15/24 @\$13,487.33/yr		5,025.42
C160010008 Est 2024 City Tax 01/01/24 through 05/15/24 @\$5,350.34/yr		1,993.55
Lease Rent remainder of May 05/16/24 through 05/31/24 @\$1,000.00/mo		516.13
<b>Commission</b>		
<b>Broker: Keller Williams Premier</b>		
Real Estate Commission	24,750.00	
<b>Title/Escrow Charges</b>		
Closing-Escrow Fee to First American Title Insurance Company National Commercial Services	1,500.00	
Recording Service Fee to First American Title Insurance Company National Commercial Services	250.00	

*Buyer's Settlement Statement*

**Settlement Date:**

**File No:** NCS-401470660A-NC

**Officer:** Deborah Stewart/DS

<b>Description</b>	<b>Buyer Charge</b>	<b>Buyer Credit</b>
Title Update (2) to First American Title Insurance Company National Commercial Services	500.00	
Policy-Standard ALTA 2021 Owner's to First American Title Insurance Company National Commercial Services	1,773.75	
Record Grant Deed to Rockdale County Clerk of Superior Court	25.00	
<b>Disbursements Paid</b>		
<b>Miscellaneous Disbursement</b>		
Appraisal to Alexander Appraising, LLC	2,200.00	
<b>Cash (X From) ( To) Buyer</b>		772,513.65
<b>Totals</b>	863,548.75	863,548.75

PLEASE NOTE: A modification of money-transfer or disbursement instructions can be a red flag for Online Banking Fraud and could be a trap for the unwary. Should we knowingly receive such a modification, in the interest of prudence, we may consider it suspect and call a known and trusted phone number to verify its authenticity and accuracy. Your awareness and cooperation in taking appropriate steps to prevent fraud is greatly appreciated.

See Attached Signatures

*Buyer's Settlement Statement*

**Settlement Date:**

**File No:** NCS-401470660A-NC

**Officer:** Deborah Stewart/DS

**BUYER(S):**

Rockdale County, Georgia

By: 

Name: Osborn Nesbitt, Sr. 5/16/2024  
Title: Chairman, Rockdale County Board of Commissioners

## ATM LEASE AGREEMENT

(Free Standing/Pad Site ATM)

1088 West Ave. SW, Conyers, GA 30012 [GAW-799]

THIS ATM LEASE AGREEMENT (this “ATM Lease”) is made and entered into on this \_\_\_\_\_ day of May 16, 2024 (the “Effective Date”), by and between **ROCKDALE COUNTY, GEORGIA**, a political subdivision of the state of Georgia (“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 automated teller machine(s) and the NER Room, located on that certain parcel of real property located at the address shown above (the “Property”), as marked with a bold red star on Exhibit “A” attached hereto and incorporated herein by reference (the “Premises”) along with Tenant’s signage, lighting, equipment and other improvements constructed thereon.

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 all tenants on the Property and their respective employees, agents and invitees (the “Common Areas”).

1.5 COMMENCEMENT DATE: The “Commencement Date” is the Expiration Date of that certain Building Lease dated of even date herewith by and between Landlord and Tenant (the “Building Lease”).

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

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

1.8 RENTAL:

Years 1 – 5*	\$1,000.00 per month
Years 6 – 10**	\$1,100.00 per month
Years 11 – 15**	\$1,210.00 per month

\* “Years” shall refer to twelve-month periods of time commencing on the Rent Commencement Date, provided that the first Year shall be twelve 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 day of a month. Rental shall be pro-rated for any partial month of the Term.

\*\* Denotes Renewal Term if exercised.

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

1.10 DELIVERY DATE: The “**Delivery 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 of request to renew the Term in writing of such exercise no later than three hundred sixty-five (365) days prior to the expiration of the then-existing Term (Initial Term or Renewal Term, as applicable) of this ATM Lease. Upon receipt of written request of Tenant to exercise an option to renew the Term of the Lease, Landlord shall have thirty (30) days to either approve or deny Tenant’s option, in writing. Failure of Landlord to respond in writing within the thirty-day (30) period will be deemed approval of Tenant’s exercise to extend the Term of the Lease.

4. CONDITIONS PRECEDENT TO TENANT’S OBLIGATION TO LEASE THE PREMISES.

4.1 Inspection Period. [INTENTIONALLY DELETED].

4.2 Plans and Initial Construction. [INTENTIONALLY DELETED].

4.3 Permits. [INTENTIONALLY DELETED].

4.4 Regulatory Approvals. [INTENTIONALLY DELETED].

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

5. REPRESENTATIONS AND WARRANTIES.

Landlord represents and warrants to Tenant that, as of the date hereof and throughout the Term:

- (a) Landlord has fee simple title to the Premises and Property.
- (b) Unrestricted access to and from a publicly dedicated road to the Premises and to utilities necessary for Tenant's operation of the ATM shall be available through the Common Areas to the Premises during the Term;
- (c) The execution, delivery and performance of this ATM Lease will not conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions or provisions of any indenture, mortgage, deed of trust, instrument, document, lease, license, agreement or contract of any kind or nature to which Landlord is a party or by which Landlord or the Premises may be bound and Landlord has received all third party approvals required for Tenant to occupy the Premises, construct its improvements and operate the Banking Use on the Premises. There are no covenants, restrictions, declarations or reciprocal easement agreements which are proposed after the expiration of the Review and Inspection Period to encumber the Property, Tenant's Building and/or the Premises (collectively the "**Subsequent Covenants**");
- (d) Landlord is not a party to any litigation which could adversely affect Tenant's rights or entitlements under this ATM Lease, or which would otherwise adversely affect the ability of Landlord to perform its obligations under this ATM Lease;
- (e) To the best of Landlord's knowledge, the Property and the Premises are in full compliance with all state, federal and local laws, ordinances and regulations (including all Environmental Regulations (defined in Section 5(g)) and the provisions of the Americans with Disabilities Act and related state and local laws (collectively, the "**ADA**")) (collectively "**Laws**") and will remain in full compliance during the Term;
- (f) As of the Commencement Date, there are no tenants or occupants located within the Property currently operating a Banking Use;
- (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, ground water or the improvements thereon, if any, in violation of Laws or posing any threat to human health, safety and the environment. "**Hazardous Materials**" shall mean (i) any waste, material or substance (whether in the form of a liquid, a solid, or a gas and whether or not airborne) which is deemed to be a pollutant or a contaminant, or to be hazardous, toxic, ignitable, reactive, infectious, explosive, corrosive, dangerous, harmful or injurious to public health or to the environment, and which is now or becomes regulated in the future by or under the authority of any applicable local, state or federal law, judgment, ordinance, order, rule, regulation, code or other governmental restriction or requirement, any amendment or successor thereto, replacement thereof or publication promulgated pursuant thereto (collectively, "**Environmental Regulations**", and each individually, an "**Environmental Regulation**"); (ii) petroleum; (iii) asbestos and asbestos containing materials; (iv) any polychlorinated biphenyl or formaldehyde; and (v) any radioactive material. Landlord shall be solely responsible for the remediation and removal (and all costs associated therewith) of all Hazardous Materials at the Property (including the Premises), unless the existence of such

Hazardous Materials is caused by the gross negligence or willful misconduct of Tenant or its agents, employees or contractors during the Term, in which event Tenant shall be solely responsible for such costs.

If at any time during the Term, Tenant encounters any Hazardous Materials or other condition which presents a potential health and/or safety concern to Tenant or Tenant's personnel, customers or invitees requiring abatement or remediation that is not the responsibility of Tenant under this ATM Lease, Landlord shall, at its sole cost and expense, promptly undertake such abatement or remediation in accordance with all applicable Environmental Regulations, and Tenant shall be entitled to a one-day abatement of any of its obligations pursuant to this ATM Lease, including without limitation, its obligation to pay Rental, for each day Tenant is unable to proceed with its construction or installation or operation of Tenant's improvements or operation of the Banking Use within or upon the Premises until such time as Landlord has caused such Hazardous Materials to be so abated or remediated.

This Sub-section shall survive the expiration or termination of this ATM Lease.

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

6. USE.

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

6.2 Lighting and Security. Tenant has 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 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 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 property which could reasonably be expected to contain customer information and which 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, at no charge, to park in the closest, most secure location reasonably possible in relation to the ATM.

7. BRANDING AND SIGNS.

7.1 Branding. Tenant shall have the right to maintain, repair and replace all existing signage. In addition, Tenant shall be entitled, at Tenant's sole cost and expense, to install on the Premises and Tenant's Building, including on the ATMs, Tenant's standard corporate branding package for a free standing or drive through ATM, including, without limitation, its 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 ATM in the Conyers, Georgia market (currently as generally shown on Exhibit "B" attached hereto and incorporated herein), 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 the Property, including, but not limited to, the Premises and the Common Areas, during the Term.

7.3 Pylon/Monument Signage. Tenant shall further have the right throughout the Term (including any extension or renewal thereof) to place one full-width sign panel ("**Tenant's Panel**") on any pylon or monument sign that may be erected by Landlord to serve the Building ("**Monument Signage**") in the future, subject only to all applicable Laws. Tenant shall have the right, at Tenant's sole cost and expense, to update and modify Tenant's Panel from time to time in accordance with Tenant's standard corporate signage, logo, and/or image, without Landlord's consent; provided, however that all such updating and modifications will be in accordance with all applicable Laws and at Tenant's sole cost and expense. In the event there is more than one tenant name on the Monument Signage, Tenant's Panel shall be in the top position. Tenant shall remove Tenant's Panel at Tenant's sole cost and expense upon expiration or earlier termination of the ATM Lease.

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 the first day of each calendar month. It is understood between the parties that this ATM Lease is intended to be a so called "gross lease" and that Tenant shall not be responsible for the payment of any additional charges related to common area maintenance, real estate taxes and/or insurance.

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

8.3 Rental Payment Verification. Landlord shall complete and execute a Request for Taxpayer Identification Number and Form W-9, together with Tenant's required vendor forms (collectively, the "**Vendor Forms**") simultaneously with the execution of this ATM Lease, which Vendor

Forms are attached hereto and incorporated herein as Exhibit "D". Landlord also acknowledges that a rent commencement agreement, substantially in the form attached hereto and incorporated herein as Exhibit "C" and signed by Landlord, confirming the Rent Commencement Date and Term, together with the Vendor Forms, are required by Tenant prior to its issuance of payments for Rental and Landlord agrees to execute such rent commencement agreement and provide same to Tenant as soon as the Rent Commencement Date can be determined.

9. PROPERTY TAXES; UTILITIES.

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

9.2 Utilities. 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 in the Conyers, Georgia area. Landlord shall ensure that the Property remains in compliance with all Laws, including the provisions of the ADA and is responsible for all ADA-related improvements other than Tenant's Building. 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 Building or Tenant's 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 Building or Tenant's signs; (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, Building and other improvements as Tenant deems reasonable or appropriate, in its sole discretion, without the prior written consent of Landlord and without the payment of any additional Rental or other form of rent, provided that such alterations, additions or improvements shall not reduce the value of the Premises.

12. ASSIGNMENT AND SUBLETTING.

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

12.2 By Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Premises provided that Tenant shall not be liable for redirection of Rental 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 ATM 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 ATM Lease, Tenant shall have the right to assume in whole or in part, without insurance, any and all risks otherwise required by this ATM Lease to be insured against by Tenant.

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

13.3 Waiver of Recovery. Anything in this ATM Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any claim it ("**Injured Party**") may now or hereafter have (and to the extent permitted by applicable law, any claim any of its insurers may now or hereafter have based on subrogation or an assignment from its insured) against the other or the other's directors, shareholders, officers, employees or agents (each a "**Released Party**"), for loss of or damage to any of Injured Party's property located in or constituting a part or all of Tenant's Building, 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 (I) 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 (II) LANDLORD'S BREACH OF ANY REPRESENTATION, COVENANT AND/OR WARRANTY MADE ELSEWHERE IN THIS ATM LEASE.

14.3 HAZARDOUS MATERIALS INDEMNITY. Landlord hereby agrees and shall indemnify, defend and hold Tenant and its agents, employees, CONTRACTORS, CUSTOMERS AND INVITEES harmless from and against any and all claims, demands, losses, liabilities, penalties and costs (including, without limitation, reasonable attorneys' fees at all trial and appellate levels, whether or not suit is brought) arising directly or indirectly from or out of, or in any way connected with the presence, leakage, escape, emanation, migration or release of any hazardous MATERIALS on, under, above or about the Premises THAT WERE NOT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ITS AGENTS, EMPLOYEES OR CONTRACTORS DURING THE TERM. TENANT hereby agrees and shall indemnify, defend and hold LANDLORD and its agents and employees harmless from and against any and all claims, demands, losses, liabilities, penalties and costs (including, without limitation, reasonable attorneys' fees at all trial and appellate levels, whether or not suit is brought) arising directly or indirectly from or out of, or in any way connected with the presence, leakage, escape, emanation, migration or release of any hazardous MATERIALS on, under, above or about the Premises THAT WERE DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ITS AGENTS, EMPLOYEES OR CONTRACTORS DURING THE TERM.

15. CONDEMNATION AND CASUALTY.

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

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

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

## 16. DEFAULTS; REMEDIES.

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

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

16.3 Default By Landlord; Remedy. In addition to all other legal and equitable remedies of Tenant in connection with a Landlord default, if Landlord fails to maintain the Property buildings and Common Areas as provided for herein, Tenant shall be entitled to terminate this ATM Lease upon written notice to Landlord. Notwithstanding the foregoing and without waiving the right to terminate hereunder, if Landlord fails to maintain the Property and Common Areas as provided for herein and does not cure such failure within thirty (30) days of receipt of written notice thereof, Tenant shall have the right, but not the obligation, at Landlord's sole cost and expense, to cure such default, including the payment of monies directly to the party to whom the obligation is owed. Notwithstanding anything to the contrary set forth herein, or elsewhere in this ATM Lease, in the event that 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, at Landlord's sole cost and expense, to cure such default. In the event of any payment of monies by Tenant in connection with the foregoing, Tenant shall receive 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 is untenantable as a result of Landlord's failure to perform any condition or covenant required by this ATM Lease to be performed by Landlord.

17. SUBORDINATION; NON-DISTURBANCE. This ATM Lease will be subject and subordinate to the lien of all current or future mortgages and deeds of trust securing any amount or amounts whatsoever which are or may hereafter be placed on or against all or any portion of the Property, or on or against all or any portion of Landlord's interest or estate therein (each a "**Mortgage**"), only if, when and after Landlord, Tenant and the secured party execute and deliver to Tenant in recordable form a Subordination, Non-disturbance and Attornment Agreement in a mutually agreed upon form (each, an "**SNDA**"). Upon request by Tenant, Landlord shall obtain and deliver to Tenant an SNDA from each holder of a Mortgage encumbering the Property and/or the Premises (an "**Existing Mortgage**") within thirty (30) days from Tenant's request. In the event of a foreclosure of any Mortgage or any other action or proceeding for the enforcement thereof, or of any sale thereunder, this ATM Lease will not be terminated or extinguished, nor will the rights and possession of Tenant hereunder be disturbed. Tenant will attorn to the person who acquires Landlord's interest hereunder through any such Mortgage.

18. WAIVER OF LANDLORD'S LIENS. Landlord hereby waives any lien it has against Tenant, Tenant's Building, ATM, Protected Items and any other Tenant's property in the Premises, except for any judgment lien that may hereafter arise in favor of Landlord, excluding with respect to Tenant's ATM unit and/or Protected Items.

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

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

21. TIME OF ESSENCE. Time is of the essence with respect to each and every provision of this ATM Lease. In the event the time of performance of any matter to be performed by Landlord or Tenant falls on a Saturday, Sunday, or a legal holiday under the laws of the United States or the State of Georgia, the time of performance for such matter shall be extended until the next following business day that is not

a Saturday, Sunday, or legal holiday. Unless expressly stated to the contrary, any time for performance between the parties hereto with respect to the transaction contemplated by this ATM Lease shall be governed according to Eastern Time Zone.

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

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

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

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

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

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

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

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

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

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

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

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

34. FORCE MAJEURE. The parties shall not be liable for any delay in performance or failure to perform any term or condition of this ATM Lease caused by (a) fire, (b) explosion, (c) accident, (d) flood, (e) strike, (f) any regulation, rule or act of governmental agency precluding performance, (g) any act of God, (h) armed conflict, (i) civil commotion, (j) any failure by any network group or financial institution which has an agreement with Tenant to provide any of its ATM services, (k) any failure beyond either party's control by any utility services (e.g. electrical, telecommunications), 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 ATM Lease on such party's behalf has authority to do so and to bind such party to the terms, covenants and conditions herein. Each shall deliver to the other promptly upon request all documents reasonably requested by the other evidencing such authority. If applicable, each of the entities comprising the "Landlord" hereunder shall be jointly and severally liable under this ATM Lease, and the term "Landlord" shall include each as well as all of them.

36. DISPUTE RESOLUTION. Landlord and Tenant agree that, other than an action by Landlord to obtain possession of the Premises or any action which seeks relief which can only be obtained by court proceeding, any action or proceeding by either of them against the other arising out of or in connection with this ATM Lease, Tenant's use or occupancy of the Premises, or any claim of injury or damage occurring in or about the Property or the Premises shall, upon the motion of either party, be submitted to general judicial reference for the state of Georgia (the "**Judicial Reference Statutes**"). The parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the judicial reference proceeding. The general referee 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 the Judicial Reference Statutes, Landlord and Tenant shall use the procedures for arbitration and judicial reference, if any, adopted by Judicial Arbitration and Mediation Services/Endispute ("**JAMS**"), as relevant, or if JAMS is no longer in existence or available in this geographic location, the parties shall use those of the American



Arbitration Association pertaining to commercial real estate to supplement the Judicial Reference Statutes, provided that the following rules and procedures shall apply in all cases unless the parties agree otherwise:

36.1 The proceedings shall be heard in the City of Atlanta, Georgia;

36.2 Absent agreement to the contrary by the parties, the referee must be a retired judge. Unless otherwise agreed, JAMS shall provide a list of three retired judges to the parties who may each strike one from the list, and the parties shall consent to appointment of the remaining person as the referee. If JAMS is no longer in existence or available in this geographic location, then the American Arbitration Association shall provide said list. If neither is in existence, then the trial court shall appoint the referee;

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

36.4 The referee may require one or more pre-hearing conferences;

36.5 The parties shall be entitled to discovery as allowed under state law. The referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge;

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

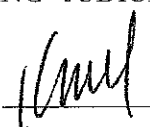
36.7 The referee's statement of decision shall contain findings of fact and conclusions of law to the extent applicable; and

36.8 The referee 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 referee upon all of the issues considered by the referee 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 referee 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 JUDICIAL REFERENCE THEY ARE GIVING UP THE RIGHT TO A JURY TRIAL.

1. Landlord's initials \_\_\_\_\_

2. Tenant's initials 

IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION 36, THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF GEORGIA , AND (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY GEORGIA LAW. THE PROVISIONS OF THIS SECTION 36 SHALL SURVIVE THE EXPIRATION OF THE ATM LEASE TERM OR EARLIER TERMINATION OF THIS ATM LEASE.

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

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

38.1 Termination Option. Tenant shall have the right to terminate this ATM Lease at any time upon ninety (90) days' prior written notice to Landlord.

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 ATM 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 (a) any of the items listed in Section 4 have not been completed and/or satisfied by the expiration of the noted timelines, (b) any of the representations of Landlord in Section 5 prove to be materially inaccurate, or (c) Landlord declines to remediate an environmental condition as provided for in Section 5(g), Tenant may terminate this ATM Lease following, as applicable (x) the expiration of the noted timelines, (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 ATM Lease by written notice to Landlord if following a casualty event (a) Tenant is not able to obtain permits to restore the Premises without payment of excessive fees or costs or the satisfaction of unusual conditions, (b) Tenant is prevented from restoring the Premises by events or conditions beyond its reasonable control, or (c) the Property is damaged to an extent that Tenant's use of the Premises is materially and adversely affected and (w) Landlord elects not to repair such damage within thirty (30) days from the date of such casualty and Tenant receives notice thereof within such period of time, (x) Landlord elects to repair such damage, but it is reasonably anticipated that such damage shall take more than one hundred eighty (180) days to repair, or (y) Landlord elects to repair such damage and such repairs take more than one hundred eighty (180) days to complete, or (d) upon a total destruction of the Property.

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

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 ATM Lease and the obligations of the parties hereunder shall terminate and this ATM Lease shall be null and void, excepting those obligations which expressly survive the expiration or any earlier termination hereof, provided each party shall pay to the other all sums and charges due and owing through and including the Termination Date, and in connection with a termination under Sections 38.2 or 38.4 the terms and provisions of Section 19 relating to Tenant's obligation to restore the Land or Premises shall apply. In the event of termination under Sections 38.5, 38.6, 38.7, 38.8 or if this ATM Lease is terminated following a Landlord default hereunder, Tenant shall have no obligation to restore the Land or Premises and Landlord shall within thirty (30) days following the Termination Date, reimburse Tenant for its costs associated with the Plans and Permits for Tenant's Building and ATM and all related

construction and installation expenses. Any sum due and owing by a party hereunder which cannot be determined as of the Termination Date shall be paid within thirty (30) days after receipt of a final statement therefor. The foregoing obligation shall survive termination of this ATM Lease.

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

40. TRANSFER DECLARATIONS. If applicable, the parties hereto agree that they will execute, acknowledge, and deliver any required transfer declarations so the same may be timely filed and/or recorded in the applicable governmental office. Recording charges, if any, shall be paid by Tenant.

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

42. ECONOMIC SANCTIONS COMPLIANCE.

(a) Landlord represents that neither Landlord nor any of its subsidiaries or, to the knowledge of the Landlord, any director, officer, employee, agent, affiliate or representative of the Landlord, or any third party to whom Landlord directs Tenant to make any payments required by this ATM Lease, is an individual or entity ("**Person**") currently the subject of any sanctions administered or enforced by the *United States Department of Treasury's Office of Foreign Assets Control* ("**OFAC**"), or other relevant sanctions authority (collectively, "**Sanctions**"), nor is the 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 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.

(b) Likewise, Tenant represents that neither Tenant nor any of its subsidiaries or, to the knowledge of the Tenant, any director, officer, employee, agent, affiliate or representative of the Tenant is a Person currently the subject of any Sanctions administered or enforced by the *United States Department of Treasury's Office of Foreign Assets Control*, or other relevant sanctions authority, nor is the Tenant located, organized or resident in a country or territory that is the subject of Sanctions; and Tenant 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, unless allowable under applicable law, rule or regulations.

(c) Landlord and Tenant each hereby agrees to indemnify, defend and hold the other 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 certifications.

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

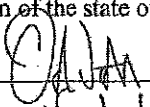
***[SIGNATURE PAGES TO FOLLOW]***

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

[LANDLORD'S SIGNATURE PAGE]

LANDLORD:

ROCKDALE COUNTY, GEORGIA, a  
political subdivision of the state of Georgia

By: 

Name: Osborn Nesbitt, Sr.

Title: Chairman, Rockdale County  
Board of Commissioners

Date of Landlord's Signature: May 16, 2024

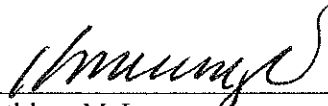
Contact information for Notices:

Rockdale County, Georgia,  
a political subdivision of the state of Georgia  
Attn: Andrew Hammer  
Telephone: 678.387.7081  
Email: [andrew.hammer@rockdalecountyga.gov](mailto:andrew.hammer@rockdalecountyga.gov)

[TENANT'S SIGNATURE PAGE]

TENANT:

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

By:   
Name: Kathleen M. Luongo *CS 70599*  
Title: Vice President

Date of Tenant's Signature: May 10, 2024

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

Contact information for Notices:

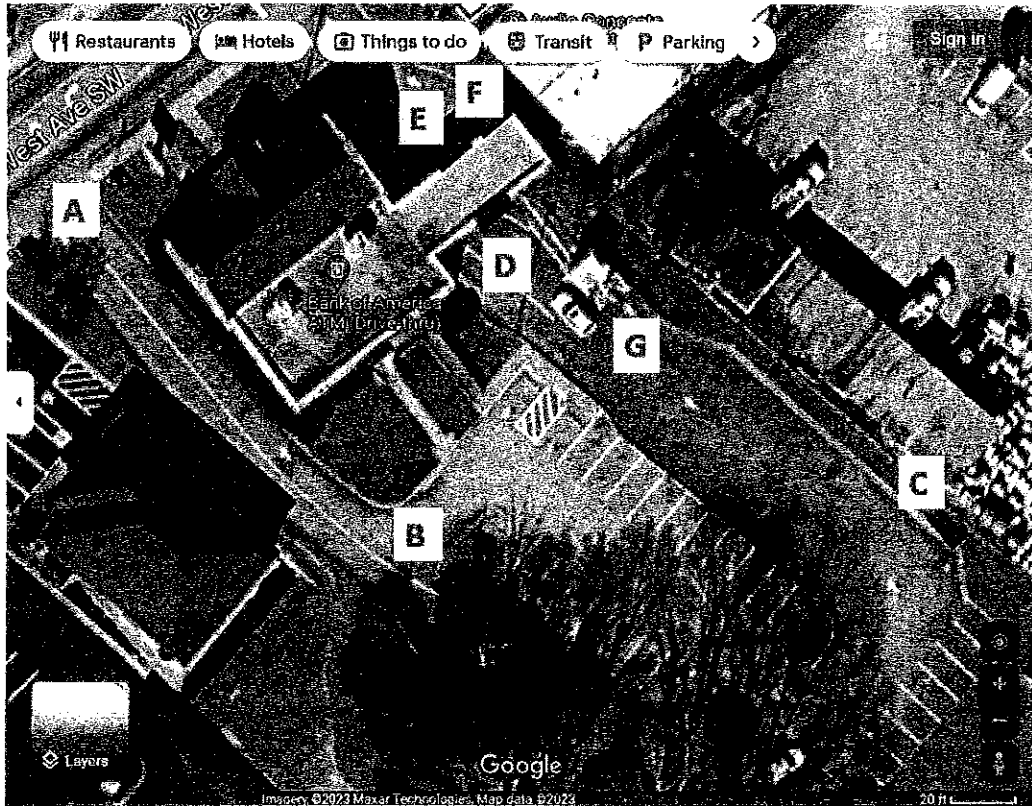
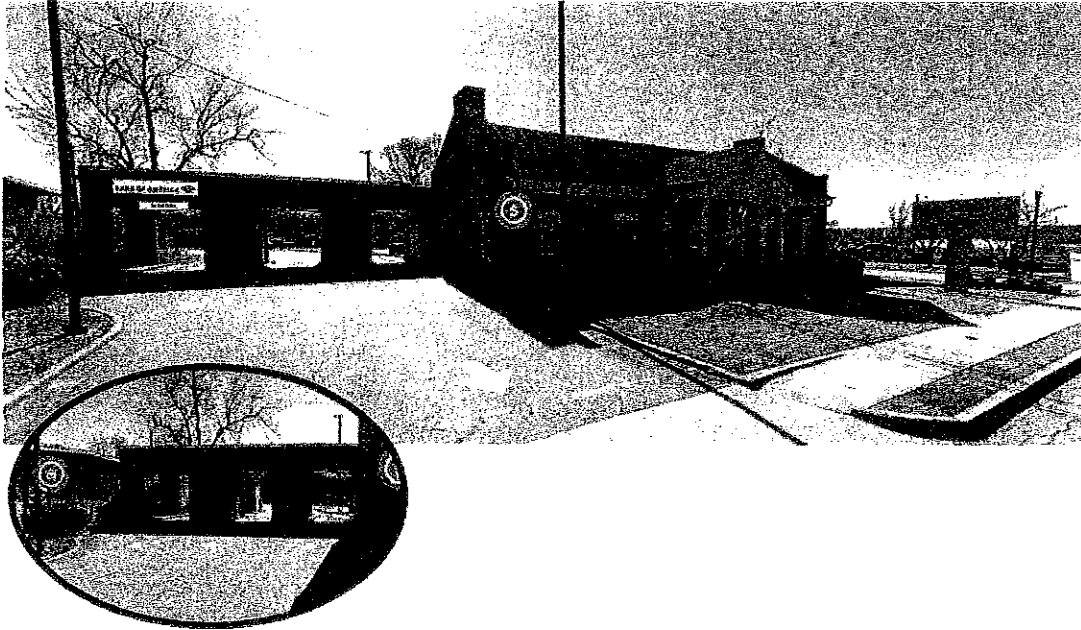
Via email to: [notice@bofa.com](mailto:notice@bofa.com) using the Subject: Property ID (GAW-799)

With a hard copy to: Bank of America, National Association  
100 N. Tryon Street  
Mail Code NC1-007-25-50  
Charlotte, North Carolina 28255  
Property ID: (GAW-799)



EXHIBIT "B"

TENANT'S SIGNAGE

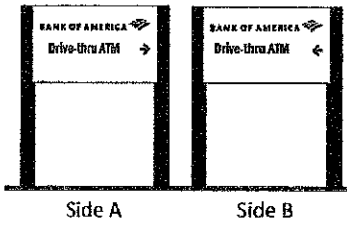


West Ave. Conyers GAW-799  
ATM Lease Agreement



**A**

P1-Bng  
Branded  
directional  
Sign 3' high



**D**



SS1ng 4' 5 1/2" X 7 1/4"

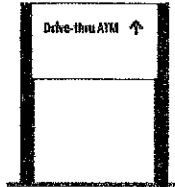
**E**



SS2ng - 4' 5 1/2" X 7 1/4"

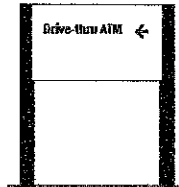
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**B**



P1-ng Directional sign  
3' high

**C**



P1-ng Directional sign  
3' high

**F**



D3ng 9' 5" X 1' 7", cap height 5 1/4", 15 sq ft  
If denied, D2ng 7' 11 7/8" X 1' 4 1/4", cap height 4 1/4", 10.8 sq ft

**G**

ATM Clearance bar provided by  
Companion – validate if present/if no  
can be added?



<b>A. U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT SETTLEMENT STATEMENT</b>		<b>B. TYPE OF LOAN:</b>				
		1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FinHA	3. <input type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
		6. FILE NUMBER:			7. LOAN NUMBER:	
8. MORTGAGE INS CASE NUMBER:						
<b>C. NOTE:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.						
<b>D. NAME AND ADDRESS OF BORROWER:</b> Rockdale County, Georgia 1086 West Avenue Conyers, GA 30012		<b>E. NAME AND ADDRESS OF SELLER:</b> Atlanta Deferred Exchange, Inc. Intermediary for Daniela A. and Manha Hodges 1001 Plum Orchard Rd. Greensboro, GA 30642		<b>F. NAME AND ADDRESS OF LENDER:</b>		
<b>G. PROPERTY LOCATION:</b> 1086 West Avenue Conyers, GA 30012		<b>H. SETTLEMENT AGENT:</b> Strickland & Strickland, LLP  <b>PLACE OF SETTLEMENT:</b> P.O. Box 70 Covington, GA 30015		<b>I. SETTLEMENT DATE:</b>  May 21, 2024		
<b>J. SUMMARY OF BORROWER'S TRANSACTION</b>			<b>K. SUMMARY OF SELLER'S TRANSACTION</b>			
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>			<b>400. GROSS AMOUNT DUE TO SELLER:</b>			
101. Contract Sales Price		815,000.00	401. Contract Sales Price		815,000.00	
102. Personal Property			402. Personal Property			
103. Settlement Charges to Borrower (Line 1400)		33,659.25	403.			
104.			404.			
105.			405.			
<i>Adjustments For Items Paid By Seller in advance</i>			<i>Adjustments For Items Paid By Seller in advance</i>			
106. City/Town Taxes to			406. City/Town Taxes to			
107. County Taxes to			407. County Taxes to			
108. Assessments to			408. Assessments to			
109.			409.			
110.			410.			
111.			411.			
112.			412.			
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>		<b>848,659.25</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>		<b>815,000.00</b>	
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>			<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>			
201. Deposit or earnest money		10,000.00	501. Excess Deposit (See Instructions)			
202. Principal Amount of New Loan(s)			502. Settlement Charges to Seller (Line 1400)			
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to			
204.			504. Payoff of first Mortgage			
205.			505. Payoff of second Mortgage			
206.			506.			
207.			507. (Deposit) deb. as proceeds			
208.			508.			
209.			509.			
<i>Adjustments For Items Unpaid By Seller</i>			<i>Adjustments For Items Unpaid By Seller</i>			
210. City/Town Taxes to			510. City/Town Taxes to			
211. County Taxes 01/01/24 to 09/21/24		2,777.13	511. County Taxes 01/01/24 to 09/21/24		2,777.13	
212. Assessments to			512. Assessments to			
213.			513.			
214.			514.			
215.			515.			
216.			516.			
217.			517.			
218.			518. Funds to QI to Atlanta Deferred Exchange, Inc.		612,222.87	
219.			519.			
<b>220. TOTAL PAID BY/FOR BORROWER</b>		<b>12,777.13</b>	<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>		<b>615,000.00</b>	
<b>300. CASH AT SETTLEMENT FROM TO BORROWER:</b>			<b>600. CASH AT SETTLEMENT TO/FROM SELLER:</b>			
301. Gross Amount Due From Borrower (Line 120)		848,659.25	601. Gross Amount Due To Seller (Line 420)		815,000.00	
302. Less Amount Paid By/Fo Borrower (Line 220)		( 12,777.13)	602. Less Reductions Due Seller (Line 520)		( 815,000.00)	
<b>303. CASH ( X FROM) ( TO) BORROWER</b>		<b>835,882.12</b>	<b>603. CASH ( TO) ( FROM) SELLER</b>		<b>0.00</b>	

**ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT**

Borrower: Rockdale County, Georgia  
Seller: Marsha H. Hodges and Daniel A. Hodges  
Settlement Agent: Stickland & Stickland, LLP  
                          (770)708-5480  
Place of Settlement: P.O. Box 70  
                          Covington, GA 30015  
Settlement Date: May 21, 2024  
Property Location: 1096 West Avenue  
                          Covena, GA 30012

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Rockdale County, Georgia

By: \_\_\_\_\_  
Oz Nesbitt, Sr., Chairman

By: \_\_\_\_\_  
Jennifer Rutledge, County Clerk

Atlanta Deferred Exchange, Inc., an Intermediary for Daniel A. Hodges and Marsha H. Hodges

By: SAH  
Sharon Hawkins, Authorized Representative



Read and Approved by: Daniel A. Hodges  
By: Daniel A. Hodges

By: Marsha H. Hodges  
Marsha H. Hodges

**ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT**

Borrower: Rockdale County, Georgia  
Seller: Marsha H. Hodges and Daniel A. Hodges  
Settlement Agent: Safekind & Sulekland, LLP  
(770)788-6400  
Place of Settlement: P.O. Box 70  
Covington, GA 30016  
Settlement Date: May 21, 2024  
Property Location: 1096 West Avenue  
Coveters, GA 30012

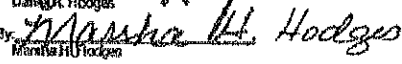
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Rockdale County, Georgia  
By:   
C. Nesbit, Sr., Chairman  
By:   
Jewell Rutledge, County Clerk

Atlanta Deferred Exchange, Inc., as Intermediary for Daniel A. Hodges and Marsha H. Hodges

By:   
Susan Hawkins, Authorized Representative

Read and Approved By:   
Daniel A. Hodges

By:   
Marsha H. Hodges

**ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT**

**Borrower:** Rockdale County, Georgia  
**Seller:** Marsha H. Hodges and Daniel A. Hodges  
**Settlement Agent:** Strickland & Strickland, LLP  
(770)788-8460  
**Place of Settlement:** P.O. Box 70  
Covington, GA 30015  
**Settlement Date:** May 21, 2024  
**Property Location:** 1086 West Avenue  
Conyers, GA 30012

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Rockdale County, Georgia

By: \_\_\_\_\_  
Oz Nesbitt, Sr., Chairman

By: \_\_\_\_\_  
Jennifer Rutledge, County Clerk

Atlanta Deferred Exchange, Inc., as Intermediary for Daniel A. Hodges and Marsha H. Hodges

By: \_\_\_\_\_  
Shaan Hawkins, Authorized Representative

Read and Approved By:

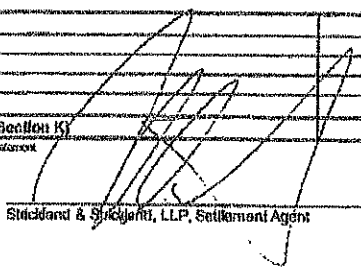
By: *Daniel A. Hodges*  
Daniel A. Hodges

By: *Marsha H. Hodges*  
Marsha H. Hodges

2  
16

L. SETTLEMENT CHARGES				PAID FROM	PAID FROM
				BUYER'S	SELLER'S
				FUNDS AT	FUNDS AT
				SETTLEMENT	SETTLEMENT
700. TOTAL COMMISSION Based on Price	\$	24,450.00 @ 3.0000 %	24,450.00		
<i>Division of Commission (Line 700) as Follows:</i>					
701. \$ 24,450.00	to	Keller Williams Premier			
702. \$	to				
703. Commission Paid at Settlement			24,450.00		0.00
704.	to				
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>					
801. Loan Origination Fee	%	to			
802. Loan Discount	%	to			
803. Appraisal Fee		to Alexander Appraising, LLC	2024-126	2,200.00	
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Mortgage Ins. App. Fee		to			
807. Assumption Fee		to			
808.					
809.					
810.					
811.					
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>					
901. Interest (Front)	to	@ \$	Day (	days	%)
902. MIP Points for Lender's Loan	for	months	to		
903. Hazard Insurance Premium for	years	to			
904.					
905.					
<b>1000. RESERVES DEPOSITED WITH LENDER</b>					
1001. Hazard Insurance	months @ \$	per	month		
1002. Mortgage Insurance	months @ \$	per	month		
1003. City/Town Taxes	months @ \$	per	month		
1004. County Taxes	months @ \$	per	month		
1005. Assessments	months @ \$	per	month		
1006.	months @ \$	per	month		
1007.	months @ \$	per	month		
1008.	months @ \$	per	month		
<b>1100. TITLE CHARGES</b>					
1101. Settlement or Closing Fee	to	Stickland & Stickland, LLP		2,500.00	
1102. Abstract of Title Search	to				
1103. Title Examination	to	Stickland & Stickland, LLP		500.00	
1104. Title Insurance Binder	to				
1105. Document Preparation	to	Stickland & Stickland, LLP		200.00	
1106. Notary Fees	to				
1107. Attorney's Fees	to				
<i>includes above item numbers:</i>					
1108. Title Insurance	to	Chicago Title Insurance Company		3,734.25	
<i>includes above item numbers:</i>					
1109. Lender's Coverage	\$				
1110. Owner's Coverage	\$	815,000.00		3,734.25	
1111.					
1112.					
1113.					
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>					
1201. Recording Fees: Deed \$	25.00	Mortgage \$		Release \$	25.00
1202. City/County Tax/Stamp: Deed		Mortgage			
1203. State Tax/Stamp: Deed		815.00; Mortgage			0.00
1204.					
1205.					
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>					
1301. Survey	to				
1302. Pest Inspection	to				
1303.					
1304.					
1305.					
<b>1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)</b>				<b>33,059.25</b>	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.



Stickland & Stickland, LLP, Settlement Agent

**CLOSING DATE:** May 21, 2024  
**BUYER(S):** Rockdale County, Georgia  
**SELLER(S):** Daniel A. Hodges and Marsha H. Hodges  
**PROPERTY ADDRESS:** 1096 West Avenue  
Conyers, GA 30012  
**LENDER:** N/A  
**LOAN AMOUNT:** N/A

**AGREEMENT TO COOPERATE AS TO CORRECTIONS, ERRORS,  
AND/OR OTHER DOCUMENTS**

The undersigned Borrowers are today receiving from the above named Lender a loan secured by the property referenced above. The undersigned Seller, if any be named, are receiving from the proceeds of such loan all or a portion of the purchase price of said property, which is being sold this date by Sellers to Borrowers. In consideration of the premises, the Borrowers and Sellers do hereby agree to cooperate promptly and fully with the Lender the above named closing attorney and loan officer, in the re-execution, correction and/or completion of documentation required in the transaction as a result of omissions, typographical and math errors or their causes, if same is deemed necessary or desirable by the Lender and/or its closing agent. The undersigned understand and acknowledge that their actions agreed to herein may include without limitation, the correction or re-execution of warranty deeds, notes, security deeds, settlement statements, truth-in-lending statements and other documents to correctly reflect the terms of the transaction or to comply with all requirements of any investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Veterans Administration or the United States Department of Housing and Urban Development.

The undersigned further agree that if for any reason the funds collected at closing for payment of outstanding taxes, assessments, loans, liens, charges and/or other encumbrances should be insufficient to pay such obligations in full, the parties to whom such payoffs were charges or should have been charged at closing shall, immediately upon notice from the Lender or its closing agent, remit in cash all additional sums as may be required to satisfy such obligations.

The Borrowers hereby state that their mailing address in the foreseeable future will be that shown above unless a different address is set forth below, and hereby agree to promptly notify the Lender in writing of any changes in their address:

**SPECIAL POWER OF ATTORNEY AS TO AGREEMENT TO COOPERATE**

**KNOW ALL MEN BY THESE PRESENTS:**

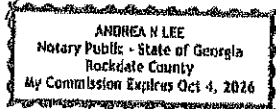
That I/(we), undersigned Borrower(s), being desirous of arranging for the transaction of the closing of purchase of the property described above together with the corresponding first mortgage purchase money loan made to Borrower(s) by the above named Lender on said property in the above stated amount, do hereby name, constitute and appoint the Closing Attorney and/or Loan Processor with the above named Lender as our true and lawful attorney in fact and do authorize said attorney in fact for (me)(us), in (my)(our) name(s), place and stead, to do all things or acts necessary for the purpose of carrying out and effectuating any corrections, additions, changes, alterations or amendments to any documents evidencing the above purchase or loan which may become necessary for any reason whatsoever, so long as none of the corrections, additions, changes, alterations or amendments shall increase any of (my)(our) obligations over and above those set forth in the contract for sale/purchase and loan commitment papers nor in any manner negate (my)(our) overall intentions as evidenced by all documents signed at the closing of said purchase and loan. It is our express intention to specifically included within the foregoing acts, but not limited thereto, the right to initial and/or sign any corrections, additions, changes or amendments made pursuant hereto all loan closing documents.

The terms "loan closing documents" shall include, but not be limited to, the loan application, sales contract, amendments to the sales contract, truth-in-lending disclosure, promissory note, warranty deed, security deed, FHA forms, VA forms, PMI papers, Affidavit of Purchaser and Seller, Termite Letter, Septic tank/well letter, flood letter, release papers, payoff papers, escrow account papers, and all other loan documentation contemplated by the AGREEMENT TO COOPERATE.

IN WITNESS WHEREOF, (I)(we) have hereunto set (my)(our) hand(s) and affixed (my)(our) seal(s), this the 21<sup>st</sup> day of May, 2024.

Signed, sealed and delivered in the presence of:

Patty Pearson  
Witness  
Andrea Lee  
Notary Public



BUYER(s):

Rockdale County, Georgia

By:

Oz Nesbit, Sr.  
Counselor

Attest:

By:

Jennifer Kollidge  
County Clerk

(Signatures continued on following page)



Signed, sealed and delivered in the presence of:

Witness

Chelsey Whinnies  
Notary Public

SELLER(s):

Daniel A. Hodges  
Daniel A. Hodges

Marsha H. Hodges  
Marsha H. Hodges



**STRICKLAND & STRICKLAND, LLP**

ATTORNEYS AT LAW  
1138 CONYERS STREET, S.E., P.O. BOX 70  
COWINGTON, GEORGIA 30015-0070  
TELEPHONE (770) 286-5460  
FACSIMILE (770) 286-5199

**Attachment to HUD-1 Closing Statement**

This document is attached to and becomes a part of the HUD-1 closing statement in this transaction.

**I. U.S. TAX AND RESIDENCY CERTIFICATION:**

Section 1445 of the Internal Revenue Code provides that a Purchaser of a U.S. real property interest must withhold tax if the seller is a foreign person. To inform the Purchaser that withholding of tax is not required upon this disposition of a U.S. real property interest, the undersigned Seller hereby certifies the following:

1. Seller is not a resident alien for purposes of U. S. income taxation.
2. Seller's U.S. tax identifying number (Social Security Number) is:

**Daniel A. Hodges**

**Marsha H. Hodges**

3. Seller's address is:

**II. GEORGIA RESIDENCY CERTIFICATION:**

1. The seller or transferor has filed Georgia income tax returns or appropriate extensions have been received for the two income tax years immediately preceding the year of sale; or
2. The seller or transferor is in business in Georgia and will continue substantially the same business in Georgia after the sale or the seller or transferor has real property remaining in the state at the time of closing of equal or greater value than the withholding tax liability as measured by the 100 percent property tax assessment of such remaining property; or
3. The seller or transferor will report the sale on a Georgia income tax return for the current year and file it by its due date; and
4. If the seller or transferor is a corporation or limited partnership, it is registered to do business in Georgia, or

If the seller or transferor is a partnership or Subchapter "S" corporation or other unincorporated organization it certifies to the buyer or transferee that a composite return is being filed on behalf of the nonresident partners, shareholders, or members and that the partnership, Subchapter "S" corporation, or unincorporated organization remits the tax on

the gain on behalf of the nonresident partners, shareholders, or members, and the buyer or transferee shall not be required to withhold as provided in said code section.

Furthermore, seller acknowledges that this Affidavit is being given and provided to the buyer or transferee in accordance with O.C.G.A. 48-7-128 to show that buyer or transferee is not obligated to remit any funds to the Georgia Department of Revenue as a result of the sale of this property as provided in said Code section. This certification may be disclosed to the Internal Revenue Service and the Georgia Department of Revenue by Purchaser and that any false statement made herein could be punishable by fine, imprisonment or both. Under penalties of perjury, Seller declares that Seller has examined this certification and to the best of Seller's knowledge and belief, it is true, correct and complete.

### III. OTHER AGREEMENTS:

1. Both Seller and Purchaser have reviewed the HUD-1 Closing Statement and direct the Closing Attorney to make the disbursements shown thereon to the parties indicated thereon.
2. Both Seller and Purchaser agree that if requested by the Closing Attorneys they will fully cooperate in adjusting or re-executing documents in this closing which may be incorrect due to clerical errors, of any.
3. Re-Proration of Ad Valorem Taxes: The parties agree to re-prorate taxes upon receipt of the bill in the event the final ad valorem tax bill on the property, when issued, shall be materially different from the figures utilized in the pro-ration of taxes in this transaction.
4. Substitute 1099: The HUD-1 Closing statement in this transaction is being delivered to the Seller at closing in this transaction as a Substitute form 1099, which Seller acknowledges receipt of by execution thereof. The information shown thereon will be reported by the Closing Attorneys to the Internal Revenue Service as required by IRS Regulations.
5. Funds Availability Policy: In accordance with the State Disciplinary Board of the State Bar of Georgia interpretation of the requirements of the Code of Professional Responsibility regarding closing attorneys disbursing against the above-described funds, all parties are hereby notified that this closing is contingent upon, and all Strickland & Strickland, L.L.P checks are subject to, the above-described funds being honored for payment by the financial institution(s) on which said funds are to be drawn, or contingent upon receipt of wire transfer.
6. Survey Acknowledgments And Waivers: The purchaser hereby acknowledges receipt of a copy of a current survey of the subject property, if applicable, and acknowledges the existence of any set back lines, easements and encroachments thereon and accepts the property notwithstanding the

same. If no current survey of the property was made, the purchaser accepts the property without the benefit of the same and acknowledges that the closing attorney does not certify title as to such matters that would be disclosed by a current survey.

7. Survival: As part of the consideration of the sale, the contract between the parties is by reference incorporated herein and made a part hereof, and shall survive the closing, and shall not merge upon delivery of the deed conveying title.

Purchaser(s):

Rockdale County, Georgia

By: [Signature] 05/21/2024  
Oz Nesbit, Sr, Chairman

Attest:

By: [Signature] 05/21/2024  
Jennifer Rutledge, County Clerk

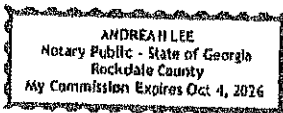
{Rockdale County Seal Affixed}



Sworn to and subscribed before me,  
this 21<sup>st</sup> day of May, 2024.

[Signature]  
Notary Public

{Notary Seal}



Seller(s):

*Daniel A. Hodges* 05/21/2024  
Daniel A. Hodges

*Marsha H. Hodges* 05/21/2024  
Marsha H. Hodges

Sworn to and subscribed before me,  
this 21<sup>st</sup> day of May, 2024.

*Chelsey Whisman*  
Notary Public

{Notary Seal}



## HUD-1 CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction.

I further certify that I have received a copy of the HUD-1 Settlement Statement.

I, the Purchaser/Borrower, acknowledge receipt in full of the loan proceeds, and if the Seller, acknowledges payment in full of the proceeds due to me.

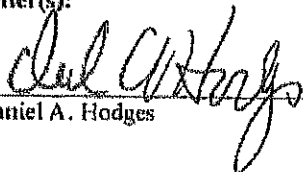
If this transaction involves a sale, I agree to adjust the tax proration shown on the Settlement Statement when the actual ad valorem tax bill is rendered.

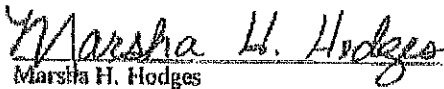
If this transaction involves the payoff of any loans which are secured by the property, I acknowledge that I am the borrower/seller and as such am responsible in full for payment of the indebtedness; in the event the payoff for such loans shown on the HUD-1 Settlement statement is for any reason insufficient to fully repay the indebtedness I owe, I will upon request pay such additional interest or principal as may be required to pay the loan(s) in full.

If this transaction involves a sale, as part of the consideration therefore, I agree that the contract between the parties is by reference incorporated herein and made a part hereof, and that the terms and conditions thereof shall survive the closing and shall not merge upon delivery of the deed.

I swear or affirm that I am of legal age and of sound mind, and that if I am the Seller, I am a citizen of the United States of America, or if a corporation or other entity, am duly formed under the laws of the United States of America or one of the States thereof, and affirm my non-foreign status.

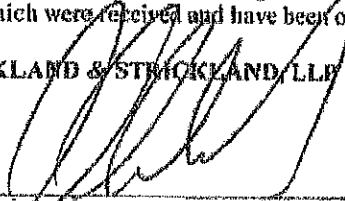
Seller(s):

  
Daniel A. Hodges

  
Marsha H. Hodges

To the best of my knowledge the HUD-1 Settlement statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

STRICKLAND & STRICKLAND, LLP

  
Settlement Agent

Date: May 21, 2024

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For detail see: Title 18: U.S. Code, Sections 1001 and Section 1010.