

AUCTION PURCHASE AND SALE AGREEMENT

Auction Company: \_\_\_\_\_

Auction Date: \_\_\_\_\_

Auction Number: \_\_\_\_\_

Property Address: 6705 Morganton Road  
Greenback, Tennessee

Purchase Price: \_\_\_\_\_  
(Bid Amount Plus Purchaser's Premium)

THIS AUCTION PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into by and between REGIONS BANK, an Alabama state banking corporation (“Seller”) and the undersigned named individual or entity (“Purchaser”).

W I T N E S S E T H:

WHEREAS, Seller engaged the Auction Company to conduct an absolute auction on the Auction Date stated above for the real property with improvements thereon including, but not limited to, any structures, systems, vaults, safety deposit boxes, and fixtures, located at the Property Address stated above (“Property”);

WHEREAS, Purchaser independently examined, reviewed, and evaluated the Property in determining whether to submit a bid for the Property and, having done so, submitted a bid at auction for the Property which bid was the winning bid at the auction for the Property;

WHEREAS, Seller is the owner of the Property and desires to sell, transfer and convey to Purchaser the Property in accordance with the terms and conditions of this Agreement; and

WHEREAS, Seller and Purchaser desire to enter into the Lease Agreement for ATM Location attached hereto as Exhibit A immediately after Purchaser receives title to the Property at Closing.

NOW, THEREFORE, in consideration of the mutual promises, representations, covenants, undertakings, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser, as the parties to this Agreement, agree as set forth in this Agreement.

1. Purchase and Sale. Seller agrees to sell, transfer and convey to Purchaser and Purchaser agrees to purchase from Seller the Property for the Purchase Price stated hereinabove and on the terms and conditions set forth in this Agreement.

2. Earnest Money. Within two (2) business days from the Auction Date, Purchaser shall deposit by cashier's check or wire transfer of readily available funds ten percent (10%) of the

Purchase Price ("Earnest Money") with the Escrow Holder for disbursement in accordance with this Agreement with the understanding that the Earnest Money will be applied to the Purchase Price at the time the purchase and sale transaction for the Property is completed ("Closing").

3. Escrow Holder. The Earnest Money shall be delivered to Chicago Title Insurance Company, Two Gateway Center, 19th Floor, 603 Stanwix Street, Pittsburgh, Pennsylvania 15222-1402, with the individual contact being William Weinheimer at (412) 904-6891 and *weinheimerw@ctt.com* ("Escrow Holder"). Escrow Holder shall deposit and hold the Earnest Money in Escrow Holder's escrow account which is a non-interest bearing account at an FDIC insured financial institution.

4. Transfer of Title. At Closing Seller shall convey and transfer title to the Property to Purchaser by special warranty deed ("Deed") subject to the conditions, exclusions and exceptions as set forth in the title commitment issued by a national title insurance company and made available to Purchaser prior to Purchaser submitting Purchaser's bid at auction ("Title Commitment") and Purchaser shall accept the delivery of the Deed subject to conditions, exclusions and exceptions as set forth in the Title Commitment.

5. Condition of Property. THE PROPERTY IS SOLD ON AN "AS-IS, WHERE-IS" BASIS WITH NO WARRANTIES OR REPRESENTATIONS OF ANY NATURE AS TO THE CONDITION OF THE PROPERTY AND/OR THE PROPERTY'S SUITABILITY FOR ANY PARTICULAR PURPOSE. PURCHASER, BY ITS EXECUTION HEREOF, ACKNOWLEDGES THAT (I) SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, 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 HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (G) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, BUT NOT LIMITED TO, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY

ACT OF 1980, AS AMENDED, AND OTHER APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER, INCLUDING, BUT NOT LIMITED TO, SOLID WASTE AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261. PURCHASER FURTHER ACKNOWLEDGES AND AGREES AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT THAT PURCHASER HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY OF THE PROPERTY CONTEMPLATED BY THIS AGREEMENT IS "AS IS" AND "WHERE IS" WITH ALL FAULTS; AND (III) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH PURCHASER. PURCHASER REPRESENTS THAT PURCHASER HAS MADE, OR DOES HEREBY WAIVE FURTHER INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY PURCHASER, INCLUDING, BUT NOT LIMITED TO, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES AND/OR OTHER TOXIC OR POTENTIALLY TOXIC SUBSTANCES AND/OR INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. PURCHASER'S INSPECTION OF THE PROPERTY, OR WAIVER THEREOF, SHALL RELIEVE SELLER OF ANY LIABILITY TO PURCHASER AS A RESULT OF ANY ENVIRONMENTAL HAZARD ON OR TO THE PROPERTY AND PURCHASER SHALL ACCEPT ALL LIABILITY THEREFORE AS BETWEEN PURCHASER AND SELLER, AND SHALL INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS OR ACTIONS INCIDENT TO, RESULTING FROM OR IN ANY WAY ARISING OUT OF SUCH DISCOVERY. SUCH INDEMNITY SHALL SURVIVE ANY TERMINATION OF THE AGREEMENT AND SHALL SURVIVE CLOSING AND NOT BE MERGED THEREIN.

6. Closing Date. The Closing shall take place twenty (20) days from the Auction Date. If the Closing Date falls on a Saturday, Sunday or a bank holiday designated by the Federal Reserve System, the Closing Date will be moved forward to the next business day.

7. Closing of Purchase and Sale.

a. Closing. The Closing of the purchase and sale of the Property under this Agreement shall take place at 11:00 a.m. Eastern Time, or such other time as Seller, Purchaser, and Closing Agent may agree, by overnight courier delivery and wire transfer on the Closing Date.

b. Obligations of Purchaser. At Closing Purchaser shall (1) deliver to the Closing Agent for disbursement the Purchase Price by wire transfer; (2) execute and deliver to the title insurance company issuing the Title Commitment ("Title Company") one (1) original counterpart of the closing statement setting forth the approved disbursements and expenses of the transaction ("Closing Statement") consistent with this Agreement in the form required by the Title Company; (3) deliver such documentation, as may be reasonably required by the Title Company, evidencing the status and capacity of Purchaser, (4) execute and/or provide such other reasonable documents as may be required to be executed and/or provided to complete the Closing, (5) execute and deliver to Seller and Closing Agent a copy of the Lease Agreement for ATM Location, and

(6) deliver written notice to the Escrow Holder instructing the Escrow Holder to deliver the Earnest Money to the Closing Agent for disbursement in accordance with the Closing Statement.

c. Obligations of Seller. At Closing Seller shall (1) execute and deliver to Purchaser the Deed, (2) execute and deliver to Closing Agent one (1) original counterpart of the Closing Statement consistent with this Agreement in the form required by the Title Company, (3) execute and deliver an owner's affidavit as may be reasonably required by the Title Company, (4) deliver possession of the Property to Purchaser, (5) execute and deliver a valid certification to the effect that Seller is not a "foreign person" and Purchaser is not required to withhold a portion of the Purchase Price under Internal Revenue Code §1445, (6) execute and deliver to Seller and Closing Agent a copy of the Lease Agreement for ATM Location, and (7) deliver written notice to the Escrow Holder instructing the Escrow Holder to deliver the Earnest Money to the Closing Agent for disbursement in accordance with the Closing Statement.

d. Closing and Other Expenses.

(1) Purchaser. Purchaser shall pay the expenses (a) of recording the Deed including, but not limited to, any deed, document stamps, intangible, and/or transfer tax or fee, (b) for the Title Commitment, (c) for any title insurance policy that is to be issued in favor of Purchaser including, but not limited to, the premium and expenses of any needed endorsements, (d) associated with Purchaser's financing and any and all costs associated with the recordation of any documents concerning Purchaser's financing, (e) of the Closing Agent in the amount of \$750.00 for Closing the transaction contemplated by this Agreement, and (f) of Purchaser's attorney or other professionals engaged to perform services by Purchaser relating to the purchase and sale of the Property.

(2) Seller. Seller shall pay the expenses (a) preparation and delivery of the Deed to Purchaser, (b) for Seller's broker, and (c) of Seller's attorneys or other professional engaged to perform services by Seller relating to the purchase and sale of the Property.

(3) Proration. Seller shall be responsible for any and all taxes and assessments, including any interest, penalties or fees, incurred prior to the Closing Date. Purchaser shall be responsible for all taxes and assessments accruing on and after the Closing Date. The Closing Statement shall reflect such proration based on the most recent and available tax rate and valuation.

(4) Other Costs and Expenses. Any other expenses relating to the Closing, if any, shall be allocated between and charged to Purchaser and Seller in accordance with Title Company's standard practices.

(5) Corrections. If any errors or omissions are made regarding any proration, Seller and Purchaser shall make the appropriate corrections promptly upon the discovery of such error or omission.

8. Default and Remedies.

a. Purchaser. If Purchaser believes Seller is in breach or violation of this Agreement, Purchaser shall advise Seller of the alleged breach or violation in a written notice to

Seller stating in sufficient detail the alleged breach or violation and the action needed to cure or remedy the alleged breach by Seller. Seller shall have fifteen (15) days from the receipt of Purchaser's written notice to cure or remedy the alleged violation prior to Seller being in breach or violation of any term or provision of this Agreement. If Seller fails to cure or remedy the alleged breach or violation as set forth in the written notice within the fifteen (15) days, Purchaser may declare a default and pursue return of the Earnest Money from the Escrow Holder and such equitable remedies as may be available to Purchaser including, but not limited to, specific performance, but Purchaser shall not be able to recover damages of any nature from Seller.

b. Seller. If Seller believes Purchaser is in breach or violation of this Agreement and except as provided hereinafter in this section, Seller shall advise Purchaser of the alleged breach or violation in a written notice to Purchaser stating in sufficient detail the alleged breach or violation and the action needed to cure or remedy the alleged breach by Purchaser. Purchaser shall have fifteen (15) days from the receipt of Purchaser's written notice to cure or remedy the alleged violation prior to Purchaser being in breach or violation of any term or provision of this Agreement. If Purchaser fails to cure or remedy the alleged breach or violation as set forth in the written notice within the fifteen (15) days, Seller may declare a default and pursue such legal and equitable remedies as may be available to Seller including, but not limited to, damages and/or specific performance. If Purchaser fails to complete the Closing as required under this Agreement, Seller shall have the right to immediately receive the Earnest Money from the Escrow Holder as a portion of the damages sustained by Seller, and pursue such legal and equitable remedies as may be available to Seller including, but not limited to, damages and/or specific performance.

9. Representations of Seller. Seller hereby represents and warrants to Purchaser:

a. Organization. Seller is duly organized, validly existing and in good standing in the state of its formation, and has all requisite power and authority to own and sell property and conduct business in the state where the Property is located, and the individual executing this Agreement on behalf of Seller represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of Seller.

b. Power and Authority. Seller has full power and authority to enter into this Agreement and to perform all of Seller's obligations under this Agreement and that the execution and delivery of this Agreement and the performance by Seller of Seller's obligations under this Agreement have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of Seller.

c. Valid and Binding. This Agreement has been duly and fully executed and delivered by Seller and, assuming the due authorization, execution and delivery by Purchaser constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

d. Conflicts. The execution, delivery and performance by Seller under this Agreement does not conflict with or violate any organizational document, contract, agreement, understanding, law or order binding upon or applicable to Seller.

e. Status. To the actual knowledge of Seller, without investigation, no notices of any material violation relating to the Property or its use have been received by Seller, there are no writs, injunctions, decrees, orders or judgments outstanding affecting the Property, and there are no lawsuits, claims, proceedings or investigations pending or threatened relating to the ownership of the Property.

f. Knowing and Voluntary. Seller is an experienced and sophisticated purchaser and seller of commercial real estate of the nature and type covered by this Agreement, has read and understands this Agreement, has consulted with a real estate attorney of Seller's choice prior to entering into this Agreement, and knowing and voluntarily enters into this Agreement.

g. Reliance. Purchaser may reasonably rely on the representations and warranties set forth in this section of this Agreement without the necessity of independent inquiry or investigations but not further or otherwise.

10. Representations of Purchaser. Purchaser hereby represents and warrants to Seller:

a. Organization. Purchaser is duly organized, validly existing, in good standing in the state of its formation, and has all requisite power and authority to purchase and own property and conduct business in the state where the Property is located, and each individual executing this Agreement on behalf of Purchaser represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of Purchaser.

b. Power and Authority. Purchaser has full power and authority to enter into this Agreement and to perform all of Purchaser's obligations under this Agreement and that the execution and delivery of this Agreement and the performance by Purchaser of Purchaser's obligations under this Agreement have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of Purchaser.

c. Valid and Binding. This Agreement has been duly and fully executed and delivered by Purchaser and, assuming the due authorization, execution and delivery by Seller constitutes a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

d. Conflicts. The execution, delivery and performance by Purchaser under this Agreement does not conflict with or violate any organizational document, contract, agreement, understanding, law or order binding upon or applicable to Purchaser.

e. Knowing and Voluntary. Purchaser is an experienced and sophisticated purchaser and seller of commercial real estate of the nature and type covered by this Agreement, has read and understands this Agreement, has consulted with a real estate attorney of Purchaser's choice prior to entering into this Agreement, and knowing and voluntarily enters into this Agreement.

f. Financial Ability. Purchaser has the financial ability either independently or through third party financial commitments from financing entities which Purchaser reasonably believes will be able to fulfill the financing commitments to Purchaser.

g. Independent Decision. Purchaser has relied and will rely solely upon its own independent decision relating to the Property, and is not relying on any statement or act or omission of Seller, its attorneys, employees, agents or representatives, except as specifically set forth in this Agreement, in making Purchaser's decision to purchase the Property.

h. 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 ("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.

11. Release and Assumption by Purchaser. To the fullest extent allowed by applicable law, except as expressly set forth in this Agreement, Purchaser releases Seller from all risks and liability whether based on contract, tort or strict liability, including, but not limited to, contractual and/or statutory actions for contribution or indemnity, relating in any manner to the condition of the Property, any improvements or substances located on the Property, compliance with any laws, rules ordinances, or regulations from any governmental or quasi-governmental entity. Purchaser assumes all risks and liability to the presence of or needed remediation for all known or unknown toxic or hazardous substances, materials, or wastes or other actual or potential environmental contaminates on, within, or under the surface of the Property, including, but not limited to, both known and unknown, apparent, non-apparent, or latent and whether existing prior to, at, or subsequent to, the transfer of the Property.

12. Compensation of Escrow Holder / Closing Agent. At Closing the Closing Agent, who is also the Escrow Holder, shall be entitled to compensation in the amount of \$750.00 to be paid by Purchaser. If the Closing fails to take place for any reason, Escrow Holder shall be entitled to compensation in the amount of \$250.00 ("Escrow Fee") which amount shall be paid by Purchaser, provided, however, if the Closing fails to take place due to a default by Seller, Seller shall pay the Escrow Fee.

13. Disbursement of Earnest Money. The disbursement of Earnest Money held by Escrow Holder may occur only (a) at the Closing in accordance with approved Closing Statement, (b) upon written agreement signed by all parties having an interest in the Earnest Money, (c) upon a court order, (d) upon failure of any contingency in this Agreement, or (e) upon failure of either party to fulfill the obligations contained in this Agreement, Escrow Holder may disburse the earnest money upon a reasonable interpretation of this Agreement provided Escrow Holder first gives all parties at least ten (10) days written notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Escrow Holder within a ten (10) day notice period following receipt of the proposed

disbursement by Escrow Holder. Objections not timely made in writing to the proposed disbursement of the Earnest Money by the Escrow Holder shall be waived. If Escrow Holder receives an objection and, after considering it, decides to disburse the Earnest Money as originally proposed, Escrow Holder may do so and send notice to the parties of the actions of the Escrow Holder. If Escrow Holder decides to modify Escrow Holder's original proposed disbursement, Escrow Holder shall first send a new ten (10) day written notice to the parties stating Escrow Holder's rationale for the modification and to whom the disbursement will now be made. Based on the revised proposed disbursement delivered by Escrow Holder to the parties, Escrow Holder shall not disburse the earnest money until the end of the ten (10) day period. Following the resolution process stated hereinabove, if Escrow Holder is of the opinion that a dispute still exists between any of the parties, Escrow Holder shall have the option to file an interpleader action and interplead the funds into a court of competent jurisdiction if Escrow Holder is uncertain who is entitled to the Earnest Money. In any such interpleader action filed in good faith by Escrow Holder, Escrow Holder shall be entitled to recover from the non-prevailing party Escrow Holder's reasonable attorney fees and costs and the prevailing party in any interpleader actions shall be entitled to recover from the non-prevailing party its reasonable attorney fees and costs. Notices required to be sent by this section shall be sent by overnight carrier, such as FedEx or UPS next day delivery no signature required, to the street addresses of Seller and Purchaser appearing on the signature page, and to the Auction Company at its last known address and to the Escrow Holder at the address stated hereinabove with notice being given as of the delivery date of the written notice to the parties.

14. Damage to Property. From the Auction Date to the Closing on the Closing Date, if any structure on the Property is damaged or destroyed by natural causes including, but not limited to, fire, wind, flood, earthquake, riots, or storm surge, and the cost to repair or place the Property in the same condition the structure was in immediately preceding the auction on the Auction Date ("Pre-Auction Condition") is greater than ten percent (10%) of the Purchase Price, Seller shall have the option to repair the Property to the Property's Pre-Auction Condition or terminate this Agreement with the understanding that Purchaser may waive any repair obligation of Seller and proceed to Closing accepting the then current condition of the Property. If Seller terminates this Agreement pursuant to this section, Escrow Holder shall return the Earnest Money to Purchaser.

15. Dispute Resolution. Any and all disputes of any nature under this Agreement shall be resolved by arbitration by one arbitrator in accordance with the applicable rules of the American Arbitration Association in effect when the dispute arises and a party to this Agreement makes a demand for or files a motion to compel arbitration with the American Arbitration Association and/or a court having jurisdiction over the parties. The arbitration shall be conducted in Birmingham, Alabama at a venue as agreed upon by the parties, or if no agreement is reached by the parties, as directed by the arbitrator. The arbitration shall take place within ninety (90) days of the demand for arbitration unless otherwise directed by the arbitrator, but in no event more than one hundred and eighty (180) days. The arbitrator shall issue a written opinion and award within thirty (30) days of the conclusion of the arbitration. Any issue relating to whether a dispute under this Agreement is subject to arbitration shall be exclusively decided by the arbitrator. Neither party shall be entitled to recover punitive damages. The prevailing party in any arbitration or other legal proceeding under this section which results in an arbitration award or enforcement of an arbitration award shall be entitled to recover its reasonable attorneys' fees, costs relating to the arbitration proceeding, costs relating to the enforcement of the arbitration decision or award in any court



proceeding, filing fees, the arbitrator's fee and expenses, and costs and expenses of any nature incurred in connection with any dispute. Any award by the arbitrator may be enforced in any court having subject matter jurisdiction and personal jurisdiction over the parties.

16. Waiver of Jury Trial. REGIONS AND BROKER UNCONDITIONALLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT.

17. No Insiders. To the knowledge of Purchaser, the Property is not being purchased by (a) any individual employed by Seller or an affiliate of Seller, (b) any director of Seller or an affiliate of Seller, (c) any individual, firm, or company providing professional services including audit, legal, loan review, or appraisal services to Seller or any affiliate of Seller, and (d) any relative or related interest of Seller or Seller's affiliate's director, employee or professional services provider ("Insiders"). No Insider will receive any compensation, benefit, or anything of value from Purchaser and/or Purchaser's employees or representatives under or relating in any manner to the sale of the Property, except the Auction Company.

18. Waiver of Breach. No failure by Seller or Purchaser to insist upon the strict performance of any covenant, term or condition of this Agreement or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Seller or Purchaser, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the party to be charged therewith. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. Force Majeure. If any party is prevented, hindered or delayed in the performance or observance of any of its obligations under this Agreement by reason of any circumstance beyond its reasonable control including, but not limited to, fire, flood, earthquake, named storms, riots, civil disorders, rebellions, or extraordinary weather conditions not reasonably foreseeable, that party will be excused from any further performance or observance of the obligations for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The party affected by a circumstance excusing timely performance as provided for in this section will advise the other party in reasonable detail of the event (including the estimated duration of the event) as promptly as practicable and keep all other parties reasonably apprised of progress in resolving the circumstance.

20. Construction of Agreement. This Agreement is deemed to have been drafted jointly by the parties and any uncertainty or ambiguity shall not be construed for or against any other party based on attribution of the drafting to any party.

21. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than

those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

22. Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Alabama, without regard to its choice of law rules.

23. Counterparts and Signatures. This Agreement may be executed and delivered (including by facsimile or other electronic transmission) in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same agreement. The parties agree that a photocopy of a signature and/or an electronic signature are acceptable as original signatures of the respective parties as allowed by applicable law and that the transmission by one party to another party is an express representation that the photocopied or electronic signature of the transmitting party is an exact copy of the party's signature and that such signature is valid and binding upon the transmitting party and is deemed to be an original signature.

24. Amendments. This Agreement may not be amended or waived except by an instrument in writing signed by each party to this Agreement which expressly references the intent to amend this Agreement with the understanding that oral amendments are not allowed.

25. Burdens and Benefits. This Agreement shall be binding upon Seller, Purchaser, and their respective successors and assigns.

26. Entire Agreement. This Agreement constitutes the entire agreement and understanding, and supersedes any and all prior or contemporaneous agreements and understandings, both written and oral, between Seller and Purchaser with respect to the Property.

27. Captions, Recitals and Gender. The recitals, captions, paragraphs, and sections are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of the terms of this Agreement. The recitals set forth prior to the numbered sections of this Agreement are an integral part of this Agreement. Whenever nouns or pronouns are used in this Agreement, the nouns and pronouns shall be construed according to their proper gender and number according to the context of this Agreement.

28. Notices. Any notice, demand, statement or consent herein required or permitted to be given by either party to the other hereunder shall be given to the party at the address stated below the party's signature on the signature page, or such other address as a party may designate in a notice to the other party as provided for in this section. No notice or other communications given under this Agreement shall be effective unless the same is in writing and given in person or mailed by registered or certified mail, return receipt requested, or delivered by overnight courier such as Fed Ex or UPS. Any such notice, demand, statement or consent shall be deemed to have been given on the date of delivery, receipt or refusal by the party being notified.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be duly executed as required by applicable law and delivered as of the Effective Date.

PURCHASER:

SELLER:

\_\_\_\_\_  
Print Full Legal Name

REGIONS BANK,  
an Alabama state banking corporation

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

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

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

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

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

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

Date Signed: \_\_\_\_\_

Corporate Real Estate,  
250 Riverchase Parkway, Suite 600  
Birmingham, Alabama 35244  
with a copy by email to  
*CorporateRealEstate@regions.com* and  
*keith.pressley@regions.com*

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

Effective Date: \_\_\_\_\_

[added the Lease Agreement for ATM Location in Clean Version]

Exhibit A

LEASE AGREEMENT FOR ATM LOCATION

THIS LEASE AGREEMENT FOR ATM LOCATION ("Lease") is made and entered into by and between REGIONS BANK, an Alabama state banking corporation ("Lessee") and the undersigned named individual or entity ("Lessor").

W I T N E S S E T H:

WHEREAS, simultaneously with the signing of this Lease, Lessor has purchased from Lessee certain improved real property commonly known as 6705 Morganton Road, Greenback, Tennessee; and

WHEREAS, Lessor desires to lease a portion of such improved real estate described hereinafter to Lessee and Lessee desires to lease from Lessor certain improved real property described in this Lease on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual promises, representations, covenants, undertakings, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Lessor and Lessee, as the parties to this Lease, agree as set forth in this Lease.

1. Definitions. For purposes of this Lease, in addition to any terms and phrases defined in this Lease in a particular section, the following terms and phrases shall have the following meanings in this Lease.

a. "ATM" means a drive-up or walk up automated teller machine with related equipment that allows individuals to engage in banking related transactions using a special card or other identity recognition device or process.

b. "Commencement Date" means the Effective Date.

c. "Criminal Activity" means activity which violates applicable law including, but not limited to, theft, robbery, destruction of property, or any violence against an individual on the Premises on the Property or within 500 feet of the ATM which is known to Lessor using reasonable diligence to discover or learn of such activity.

d. "Direct Competitor" means any business, entity or organization which (1) operates of a bank, depository institution, credit union, or lending business, (2) engages in retail banking, commercial banking, lending, trust, mortgage and brokerage activities, but not real estate broker activities, (3) sells securities, insurance, bonds and/or commodities, (4) operates a walk-up or drive-through banking operation, and/or (5) operates one or more Automatic Teller Machine facilities.

e. "Effective Date" means the date appearing below the signature of Lessee on the signature page.

f. "First Renewal Term" means the period of time beginning on the first day following the end of the Initial Term and ending sixty (60) months thereafter.

g. "Initial Term" means the period of time beginning with the Effective Date and ending sixty (60) months thereafter.

h. "Insider" means any individual employed by Regions Bank or an affiliate of Regions Bank; any director of Regions Bank or an affiliate of Regions Bank; any individual, firm, or company providing professional services including audit, legal, loan review, or appraisal services to Regions Bank or any affiliate of Regions Bank; and any relative or related interest of Regions Bank's or its affiliate's director, employee or professional provider.

i. "Intended Use" means the operation of an ATM and any purposes determined by Lessee to be incidental thereto.

j. "Permanently Alter" means the proposed changes would encompass a period that would exceed sixty (60) days in any twenty-four (24) month period.

k. "Premises" means that certain real property with improvements thereon consisting of approximately 11,000 square feet of real property with existing improvements located at the southwest corner of the intersection of Morganton Road and Walnut Street in Greenback, Tennessee as depicted on Exhibit B attached hereto and made a part hereof together with all rights, privileges and appurtenances thereto being a portion of the Property.

l. "Property" means that certain real property with improvements thereon commonly known as 6705 Morganton Road, Greenback, Tennessee as described on Exhibit A attached hereto and made a part hereof.

m. "Second Renewal Term" means the period of time beginning on the first day following the end of the First Renewal Term and ending sixty (60) months thereafter.

n. "Term" means individually, the Initial Term, First Renewal Term, Second Renewal Term, and Third Renewal Term, and collectively, all of such time periods.

o. "Third Renewal Term" means the period of time beginning on the first day following the end of the Second Renewal Term and ending sixty (60) months thereafter.

2. Premises. Lessor hereby leases, rents, lets and demises to Lessee and Lessee hereby takes, leases, and accepts the Premises located on the Property. Lessor shall not create or allow a third party to create any obstruction which may hinder the Lessee's Intended Use of the Premises.

3. Delivery of Premises. Lessor hereby delivers possession of the Premises to Lessee as of the Effective Date.

4. ATM. Lessee may use the Premises for the Intended Use.

5. Term.

a. Initial Term. This Lease shall be for the Initial Term.

a. First Renewal Term. So long as Lessee is not in default beyond any applicable cure periods under the Lease, Lessee shall have the right and option for a First Renewal Term provided Lessee shall have provided Lessor written notice of Lessee's intent to exercise Lessee's right and option for a First Renewal Term at least ninety (90) days prior to the expiration of the Initial Term.

b. Second Renewal Term. So long as Lessee is not in default beyond any applicable cure periods under the Lease, Lessee shall have the right and option for a Second Renewal Term provided Lessee shall have provided Lessor written notice of Lessee's intent to exercise Lessee's right and option for a Second Renewal Term at least ninety (90) days prior to the expiration of the First Renewal Term.

c. Third Renewal Term. So long as Lessee is not in default beyond any applicable cure periods under the Lease, Lessee shall have the right and option for a Third Renewal Term provided Lessee shall have provided Lessor written notice of Lessee's intent to exercise Lessee's right and option for a Third Renewal Term at least ninety (90) days prior to the expiration of the Second Renewal Term.

6. Rent. Starting on the Commencement Date, Lessee shall pay rent to Lessor for Lessee's possession and use of the Premises (a) during the Initial Term in the amount of Five Hundred (\$500.00) per month; (b) during the First Renewal Term in the amount of Five Hundred Fifty Dollars (\$550.00) per month; (c) during the Second Renewal Term in the amount of Six Hundred Five Dollars (\$605.00) per month; and (d) during the Third Renewal Term in the amount of Six Hundred Sixty Five Dollars and Five Cents (\$665.05) per month. If there is a partial month occurring at the beginning of a Term, the payment for such partial month shall be due with Lessee's payment for the first full month following the Commencement Date. Lessee shall pay to Lessor at the address specified or furnished in this Lease during the Term of this Lease on or before the first day of each calendar month.

7. Late Fee. In the event any sums required hereunder to be paid are not received by Lessor on or before the date the same are due, then, Lessee shall immediately pay, as additional rent, a service charge equal to five percent (5%) of the past due sum.

8. Hours of Operation and Access. The Premises may be used for the purpose of operating the ATM 24 hours a day, 7 days a week, 365/366 days a year including, but not limited to, periods in which a tornado warning or watch has been issued.

9. Access / Use. As of the Commencement Date, there is a dedicated power circuit to serve the ATM and Lessor authorizes, licenses, and allows Lessee to use such power circuit over, under, and/or through the Property and other adjacent areas as may be reasonably required to serve the ATM. Lessor hereby grants to Lessee the non-exclusive right to use the driveway and parking lot areas on the Property as may be reasonably needed by Lessee and Lessee's

customers seeking use, access, ingress, and egress to the Property for use of the ATM. Lessor shall keep the area immediately surrounding the Premises and ATM reasonably clear of any obstructions to ensure Lessee sufficient clearance to service, maintain, and/or repair the ATM. Lessor shall provide Lessee and Lessee's customers, employees and invitees pedestrian access to the Premises and vehicular and pedestrian access over and through all drive and parking areas benefitting the Property. Lessor shall not construct any improvements on the Property, which limit, restrict or otherwise adversely affect (a) the use of the ATM, (b) Lessee's access to the Premises, or (c) the visibility of the ATM.

10. Compliance with Laws. Lessor and Lessee agree to comply with all applicable laws, ordinances, orders, rules, regulations and requirements of applicable governmental authorities and/or agencies with jurisdiction over the Property and/or Premises.

11. Advertising. Lessee shall have the right to maintain the existing signs on the Premises and place one (1) or more signs in a mutually agreeable location on the Premises and/or Property, including but not limited to, on any and all pylon or monument signs, which currently exist or are later constructed on the Property, designating the existence of Lessee's ATM. With respect to any new signage that will be placed on portions of the Property and/or Premises, Lessee shall submit all signage plans to Lessor for its approval, which approval shall not be unreasonable withheld, conditioned, or delayed. Lessee shall be solely responsible for all costs and expenses incurred in connection with the design and installation of Lessee's signage. So long as Lessee does not alter the size and/or location of any such signage, Lessee may change and alter its signage, as necessary, without the consent of Lessor. No one, other than Lessee, shall have the right to advertise within the Premises or on the ATM without the express written permission of Lessee. Lessee's signage shall comply with all applicable laws and regulations and shall be installed at Lessee's sole expense. Lessor shall not place or allow others to place any signs of any nature on the Premises or signs in such close proximity to the Premises which may give a reasonable person the belief that Lessee supports or endorses a particular individual for election to a public office.

12. Representations and Warranties by Lessee. Lessee hereby represents and warrants to Lessor:

a. Power and Authority. Lessee has full power and authority to enter into this Lease and to perform all of Lessee's obligations under this Lease and that the execution and delivery of this Lease and the performance by Lessee of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Lease as a binding and enforceable obligation of Lessee.

b. Valid and Binding. This Lease has been duly and fully executed and delivered by Lessee and, assuming the due authorization, execution and delivery by Lessor constitutes a legal, valid and binding obligation of Lessee enforceable against Lessee in accordance with its terms.

c. Conflicts. The execution, delivery and performance by Lessee under this Lease does not conflict with or violate any organizational document, contract, agreement, understanding, law or order binding upon or applicable to Lessee.

13. Representations and Warranties by Lessor. Lessor hereby represents and warrants to Lessee:

a. Warranty of Title. Lessor is the owner in fee simple of the Premises, that Lessor has good, marketable and insurable title thereto, and has the right to make this Lease for the Term and on the conditions herein set forth.

b. Warranty against Mortgages and Other Liens. This Lease is not subject and subordinate to any mortgages or liens whatsoever except current taxes, not yet due and payable, or if this Lease is subject to a mortgage, Lessor shall comply with the terms and conditions of this Lease relating to Subordination set forth in this Lease.

c. Zoning Laws and Regulations. Lessor shall not initiate or acquiesce in any zoning changes to the Premises or the Property which may adversely affect the Premises unless such change is requested by Lessee.

d. Power and Authority. Lessor has full power and authority to enter into this Lease and to perform all of Lessor's obligations under this Lease and that the execution and delivery of this Lease and the performance by Lessor of its obligations hereunder have been duly authorized by all requisite action and no further action or approval is required in order to constitute this Lease as a binding and enforceable obligation of Lessor.

e. Valid and Binding. This Lease has been duly and fully executed and delivered by Lessor and, assuming the due authorization, execution and delivery by Lessee constitutes a legal, valid and binding obligation of Lessor enforceable against Lessor in accordance with its terms.

f. Conflicts. The execution, delivery and performance by Lessor under this Lease does not conflict with or violate any organizational document, contract, agreement, understanding, law or order binding upon or applicable to Lessor.

g. Other Leases. Lessor has granted no leases or licenses affecting the Premises, and there are no other parties in possession of or holding any right to use or possess any portion of the Premises or who hold any lien, right or other claim against or for the purchase or lease of any of the Premises.

h. Access. The Premises have direct access to one or more public roadways and Lessor shall take no action during the Term to restrict or alter such access.

i. Quiet Enjoyment. Upon paying the Rent and observing and keeping all covenants, agreements and conditions of this Lease on Lessee' part to be kept, Lessee shall quietly have and enjoy the Premises during the Term of this Lease, without hindrance or disruption by Lessor or anyone claiming by or through Lessor.



j. No Insiders. No Insider will receive any compensation, benefit, or anything of value from Lessor and/or Lessor's agents or representatives under or relating in any manner to this Lease.

14. Reasonable Reliance. Lessor and Lessee agree that each party has reasonably relied on the representations and warranties of the other party as set forth in this Lease in making the decision to enter into this Lease.

15. Alterations or Improvements.

a. Additional Improvements. Lessee, at Lessee's cost and expense, may make minor changes or alterations to the Premises, not to exceed \$25,000.00, which Lessee reasonably deems necessary for its efficient usage of the Premises, without first obtaining the written consent of the Lessor. It is agreed and understood, however, that Lessee shall not make any other changes or alterations which would diminish the value of or weaken the Property and/or Premises without the prior written consent of the Lessor.

b. Compliance with Codes. Lessee shall comply with the applicable building codes and ordinances of the municipality, county and state in which the Property and Premises are located, and all alterations and/or changes will be made in conformance with sound engineering and building practices.

c. Security. Notwithstanding anything herein to the contrary, it is agreed and understood by Lessor that Lessee must be able to (1) secure and illuminate the ATM and (2) monitor the ATM 24 hours a day, 7 days a week, 365/366 days a year. Therefore, Lessee shall have the right to install all necessary lighting and surveillance equipment on and around the Property and/or Premises to properly monitor and illuminate the ATM. Surveillance equipment may include cameras and recording devices. Lessee shall have the right to upgrade and/or remove such surveillance equipment and lighting throughout the Term of the Lease, as it deems necessary. Lessee shall repair, at its cost, any damage to Lessor's property occasioned by the installation or removal of such equipment and/or lighting. Lessor shall not remove, damage or otherwise obstruct such equipment and/or lighting. At any time during the Term of this Lease, Lessee shall have the right to remove all surveillance equipment provided Lessee repairs any damaged occasioned by such removal. Any information obtained via Lessee's surveillance shall be the property of Lessee. In addition to the foregoing, Lessee shall have the right, at Lessee's option and at Lessee's discretion, construct and install one or more lights on the Premises or the Property, for the purpose of providing security to the Premises and the ATM and for the purpose of complying with laws that are applicable to the operation of an ATM and such other applicable laws (specifically including, but not limited to, laws that are applicable to banking, ATMs, security, and lighting). To the extent that Lessee elects to install or otherwise construct one or more lights at the Premises or on the Property, Lessor, at Lessor's cost and expense, shall be obligated to maintain such light(s) upon the construction and installation by Lessee. To the extent necessary, Lessee shall have the right to trim vegetation or other landscaping which is not located on the Premises, but which otherwise, as reasonably determined by Lessee, interferes with Lessee's use of the Premises.

16. Termination of Lease by Lessor.

a. Failure to Pay Rent. In the event Lessee fails to timely pay the Rent under this Lease when and as the Rent becomes due and payable and such failure continues for a period of ten (10) days after Lessee's receipt of a written notice from Lessor advising Lessee that Lessor did not receive a Rent payment, Lessor may terminate this Lease upon thirty (30) days written notice to Lessee.

b. Failure to Perform. In the event Lessee fails to perform Lessee's obligations under this Lease or fails to comply with any of the covenants, agreements, terms or conditions contained in this Lease other than the obligation to pay Rent and such failure to perform or comply continues for a period of thirty (30) days after Lessee's receipt of a written notice from Lessor advising Lessee of what Lessee has failed to perform or comply with as required by this Lease, Lessor may terminate this Lease upon thirty (30) days written notice to Lessee, provided, however, that if the failure is curable and Lessee proceeds with due diligence during such thirty (30) day period to cure such default and is unable by reason of the nature of the work or action involved to cure the same within the said thirty (30) days the time to do so shall be extended for such additional period as shall be necessary to cure the same.

c. Insolvency Proceedings. In the event Lessee is declared insolvent by the applicable regulatory authority, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for Lessee under federal, state, or other statute, law or regulation, or if Lessee shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties, Lessor may terminate this Lease upon thirty (30) days written notice to Lessee.

17. Termination of Lease by Lessee.

d. Material Alteration. Lessee may terminate this Lease at Lessee's discretion in the event Lessor materially alters or proposes to Permanently Alter the Property or the location of any parking facilities or the location of any of Lessee's equipment, Lessee shall have the right and option, at Lessee's sole discretion, to terminate this Lease.

e. Customer Transactions. Lessee may terminate this Lease in the event the number of customer transactions at the ATM does not achieve, or fails to maintain, the level deemed necessary by Lessee in its sole and absolute discretion to support the existence of the ATM on the Premises; or

f. Taxes and Fees. Lessee may terminate this Lease in the event any tax, fees, charges or other monetary obligations or restrictions are imposed on Lessee, the ATM or its use, and such obligations or restrictions make the continued use of the ATM not economically beneficial to Lessee, as determined by Lessee in its sole and absolute discretion.

g. Lessor's Default. If Lessor shall be in breach of one or more of the provisions contained herein, Lessee shall give Lessor written notice of such violation. If Lessor

fails to remedy such default within thirty (30) days following Lessor's receipt of Lessee's notice, Lessee may elect to terminate this Agreement or perform whatever Lessor failed to do, at Lessor's sole cost and expense. In the event, Lessee cures such breach, Lessor agrees to reimburse Lessee for the cost of doing so no later than thirty (30) days following Lessor's receipt of Lessee's invoice and supporting documentation. If Lessor fails to pay such invoice, within thirty (30) days of receipt, Lessee may abate Rent until Lessee has been fully reimbursed. Notwithstanding the foregoing, if a breach is curable and Lessor proceeds with due diligence during such thirty (30) day period to cure such default and is unable by reason of the nature of the work involved to cure the same within the said thirty (30) days the time to do so shall be extended for such additional period as shall be necessary to cure the same.

h. Termination Date. If the Lessee terminates the Lease under this section, the Lease shall terminate thirty (30) days following Lessor's receipt of Lessee's termination notice and thereafter neither Lessor nor Lessee shall have any further rights or obligations hereunder (except as otherwise provided herein); provided, however, if Lessee has paid rent in advance, Lessor shall refund such advance payment, prorated from the date of termination through the end of the period for which rent had been paid. Lessee shall be responsible for removing all equipment, at its sole expense, and surrendering the Premises to Lessor.

18. Insurance.

a. Primary Coverage. Lessor and Lessee shall maintain bodily injury and property damage liability insurance against claims for damage, occurring in, on or about the Property and/or Premises in an amount not less than Two Million Dollars (\$2,000,000.00) with each party naming the other as an additional insured and paying its own costs for such coverage. The insurance coverage shall be placed with a properly licensed insurance company having a rating of not less than A- from A.M. Best. In the case of Lessee's insurance, such coverage shall only extend to the specific ATM operation of the Lessee conducted on the Premises and shall not extend to anything arising as a result of or in connection with Lessor's operations on the Premises. Lessor's liability insurance shall be applicable to Lessee with regard to the parking areas and driveways on the Property.

b. Certificate of Insurance. Each party shall provide to the other party a certificate of insurance within ten (10) days of the Execution Date and annually thereafter.

c. Additional Coverage. Any additional insurance carried by either party shall not reduce the insurance the other is required to carry pursuant to this section, nor cause either one to become a co-insurer under the insurance required to be carried under this Lease on behalf of the other.

d. Subrogation. Each insurance policy obtained by Lessor insuring the Property, the Premises and/or personal property/equipment of the Lessor or insurance policy obtained by the Lessee insuring its personal property/equipment against loss and/or damage due to casualty or other similar hazard shall contain waiver of subrogation provisions pursuant to which each respective insurer waives all expressed or implied rights of subrogation against

Lessor and/or Lessee, as the case may be, and their respective officers, directors, partners, employees and agents.

e. Retention. Notwithstanding anything to the contrary in this Lease, Lessor acknowledges and agrees that the insurance to be maintained by Lessee may be in the form of a general coverage or floater policy covering these and other premises and Lessee may self-insure any or all of the amounts required to be carried herein with deductibles in amounts to be determined by Lessee in Lessee's sole discretion.

19. Indemnification.

a. By Lessee. Lessee shall indemnify and hold harmless Lessor against and from all actions, claims, liabilities, direct damages, penalties, liens, costs, charges and expenses including reasonable attorneys' fees and litigation costs, but excluding lost profits and consequential, indirect, special or incidental damages or the like, or for any punitive damages, which may be incurred by Lessor by reason of (i) any work or thing done in a negligent manner by Lessee on or about the Premises or any part thereof, (ii) any use, possession, occupations, conditions, operations, maintenance or management of the Premises or any part thereof by Lessee, (iii) any negligence on the part of Lessee or any of its agents, contractors, servants, employees, licensees, or invitees, or (iv) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof to the extent such occurs as a result of Lessee's business operations thereon, except as and to the extent the same may arise as a result of the actions or failure to act of Lessor or any of Lessor's agents, contractors, servants, employees, invitees or licensees. Notwithstanding any provision in this Lease to the contrary, Lessee shall not have any liability with respect to, and Lessor shall protect, indemnify, defend and hold Lessee harmless for, from and against any and all claims, costs, expenses, suits, judgments, actions, investigations, proceedings and liabilities arising out of or in connection with (i) any hazardous materials present on the Property (other than the Premises); (ii) any hazardous materials present on the Premises prior to the date on which possession of the Premises has been delivered to Lessee; (iii) any hazardous materials brought on the Property (including the Premises) by Lessor, its agents, representatives, or contractors during the Term or (iv) the migration of any hazardous materials described in clauses (i), (ii) or (iii) at any time.

b. Defense by Lessee. In case any action or proceeding is brought against Lessor by reason of any such claim set forth in this section, Lessee, upon written notice from Lessor by reason of any such claim, Lessee will, at Lessee's expense, resist or defend such action or proceeding by counsel selected by Lessee and reasonably satisfactory to Lessor, provided, Lessee may not consent to a judgment being entered against Lessor without the express written permission of Lessor. Lessee's duty and responsibility pursuant to this section shall survive the expiration of the Term.

c. By Lessor. Lessor shall indemnify and hold harmless Lessee against and from all actions, claims, liabilities, direct damages, penalties, liens, costs, charges and expenses including reasonable attorneys' fees and litigation costs, but excluding lost profits and consequential, indirect, special or incidental damages or the like, or for any punitive damages, which may be incurred by Lessee by reason of (i) any work or thing done in a negligent manner

by Lessor on or about the Property or any part thereof, (ii) any use, possession, occupations, conditions, operations, maintenance or management of the Property or any part thereof by Lessor, (iii) any negligence on the part of Lessor or any of its agents, contractors, servants, employees, licensees, or invitees, or (iv) any accident, injury or damage to any person or property occurring in, on or about the Property or any part thereof to the extent such occurs as a result of Lessor's business operations thereon, except as and to the extent the same may arise as a result of the actions or failure to act of Lessee or any of Lessee's agents, contractors, servants, employees, invitees or licensees.

d. Defense by Lessor. In case any action or proceeding is brought against Lessee by reason of any such claim set forth in this section, Lessor, upon written notice from Lessee by reason of any such claim, Lessor will, at Lessor's expense, resist or defend such action or proceeding by counsel selected by Lessor and reasonably satisfactory to Lessee, provided, Lessor may not consent to a judgment being entered against Lessee without the express written permission of Lessee. Lessor's duty and responsibility pursuant to this section shall survive the expiration of the Term.

20. Damage or Destruction. In case of any damage or destruction of the Premises and/or Property, Lessor will promptly give written notice thereof to Lessee and this Lease shall continue in full force and effect. In the event that the Property is destroyed by fire, earthquake or other casualty, Lessee may, at its election, cancel and terminate this Lease by giving Lessor ten (10) days prior written notice. In the event that any part of the Property is destroyed or damaged by fire, earthquake or other casualty such that the Premises are unsuitable for operation of the business of Lessee, in Lessee's sole discretion, Lessee shall have the right at its election to cancel and terminate this Lease by giving Lessor ten (10) days prior written notice. If Lessee's ATM is destroyed or damaged, Lessor shall immediately, but not later than 24 hours after the occurrence of the damage and/or destruction, give Lessee written notice of such fact in the manner provided hereinafter.

21. Condemnation.

a. Notice. Lessor shall promptly give Lessee notice of any proposed condemnation as soon after Lessor is made aware of such action as possible and shall thereafter provide Lessee with regular updates regarding the proceedings.

b. General. If the entire Property or any portion of the Premises shall be taken or condemned by any action or proceeding brought for the purpose of any taking of the fee of the Property or any part thereof, or interest therein, by competent authority as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending, then this Lease shall terminate as of the date of vesting of the fee in the Property in the condemning authority.

c. Adverse Impact. If any part of the Property shall be taken by shall be taken or condemned by any action or proceeding brought for the purpose of any taking of the fee of the Property or any part thereof, or interest therein, by competent authority as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either

under threat of condemnation or while such action or proceeding is pending, which partial taking renders the Premises unsuitable for operation of the business of Lessee in Lessee's opinion, Lessee shall have the right, at the Lessee's election evidenced by prior written notice to Lessor given within thirty (30) days after vesting date, to cancel and terminate this Lease.

d. Direct Action. Lessee shall have the full right to litigate directly with the condemning authority concerning any claim it may have for loss of business, or depreciation to, damage to, or cost of removal of, or for the value of, trade fixtures, furniture, and other personal property belonging to Lessee, moving expenses, and value, as of the date of taking, of Lessee's leasehold interest in the Premises not so taken.

22. Waiver of Breach. No failure by Lessor or Lessee to insist upon the strict performance of any covenant, term or condition of this Lease or to exercise any right or remedy upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any breach, shall constitute a waiver of any such breach or of such covenant, term or condition. No covenant, term or condition of this Lease to be performed or complied with by Lessor and Lessee, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the party to be charged therewith. No waiver of any breach shall affect or alter this Lease, but each and every covenant, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

23. Surrender of Premises on Termination. On the last day of a Term, or upon an earlier termination of the rights of Lessee under this Lease, Lessee shall surrender and deliver possession of the Premises to the Lessor without delay and in good order, condition and repair, reasonable wear and tear excepted, free and clear of all lettings and occupancies unless expressly permitted by Lessor in writing, and free and clear of all liens and encumbrances other than those to which this Lease is subject, and those, if any, created by Lessor, its successors or assigns. Lessee shall not be required to remove the asphalt paving or other parking type surface or curbs placed on the Premises. Lessee shall remove its ATM and all of Lessee's equipment and personal property placed in, on, or about the Premises by it during the Term of this Lease with the understanding that Lessee has thirty (30) days following the last day of a Term to remove the ATM and such equipment and personal property and retains access to the Premises in order to complete the removal during the thirty (30) day period. Lessee shall have this right regardless of how such property and/or equipment was installed, placed or affixed to the Premises. Any injury or damage to the Premises caused by Lessee's removal of such business equipment and personal property placed in, on or about the Premises by Lessee during the Term of this Lease shall be repaired by Lessee at Lessee's expense, reasonable wear and tear excepted.

24. Assignment and Sublease.

a. Conditional Right. Lessee shall have the right to assign this Lease or sublease during the Term of this Lease, subject to Lessor's prior written consent, which consent shall not to be unreasonably withheld, conditioned or delayed. If Lessor does not consent to a request for an assignment or sublease, within ten (10) days of the receipt of Lessee's request, Lessor shall provide written notice to Lessee of setting forth all the reasons Lessor denied Lessee's request.

b. Unconditional Right. Lessee may freely assign this Lease or sublet the Premises to a wholly-owned subsidiary corporation of its parent company, or a corporation of which Lessee controls the management, or to an affiliated corporation, or to a corporation with which the Lessee may become merged, or with which Lessee may become consolidated, or to an unrelated entity in connection with the sale or assignment by Lessee of other sites in the same geographic market, Lessee shall provide written notice of such assignment, provide documentation showing the assignment meets the requirements of this section and shall pay any and all fees, costs or expenses related to the assignment.

c. Merger. In the event Lessee is reorganized, merged or consolidated with any other corporation or legal entity, the resulting or surviving corporation or legal entity, which as the result of such reorganization, merger or consolidation succeeds to substantially all of the assets or business of Lessee, shall automatically and without the necessity of a further assignment become Lessee of this Lease in accordance with and subject to all of its terms, provisions and conditions.

25. Duty to Maintain; Operating Costs. Lessee, at its sole expense, shall maintain and repair the ATM and the Premises in a clean and good condition, except for reasonable wear and tear and casualty. Lessee shall pay all other operating costs incurred in connection with operating the ATM including the cost of utilities serving the ATM and the cost of security lighting for the Premises. Lessee shall not do or suffer any waste or damage or injury to the Premises or any part thereof. Lessor, at its sole expense, shall (a) maintain the Property in good condition at all times in a manner consistent with other properties similarly situated in both class and location and (b) shall maintain clear, unobstructed ingress and egress to the Premises at all times.

26. Taxes and Impositions. Lessee shall pay any taxes (including, but not limited to, personal property taxes but excluding taxes on rents, leases or occupancy, if any, imposed on this Lease or imposed during the Term hereof on Lessee's fixtures, equipment and/or personal property located on the Premises. Notwithstanding anything to the contrary herein, Lessee, after written notice to Lessor, may contest, by appropriate legal proceeding conducted in good faith and with due diligence, the amount, validity or application any taxes, assessments or charges imposed by this Section. Lessor shall pay, without contribution from Lessee, all real property taxes associated with the Property of which the Premises are a part.

27. Emergency. In the event of an emergency situation including, but not limited to, Criminal Activity, damage to the ATM, or a breach of security, Lessor shall provide Lessee notice and Lessor shall also notify Lessee by telephone at 1-800-298-6775 or such other telephone number Lessee may designate in a subsequent notice.

28. Criminal Activity. Lessor shall provide Lessee written notice of any Criminal Activity no later than twenty four (24) hours following Lessor learning of such incident or event.

29. Exclusive Rights. During the Initial Term, Lessor shall not allow any part of the Property to be used by a Direct Competitor.

30. Waiver of Jury Trial. In the event of any dispute of any nature resulting in litigation relating to this Lease in any manner Lessor and Lessee hereby expressly and knowingly waive their respective rights to a trial by jury.

31. Liens. The parties shall take such action as may be needed to and within their control to keep the fee estate of the Property and thus the Premises free and clear from all mechanics' and materialman's and other claims and liens for work and labor done, services performed, materials, appliances, uses or furnished or to be used in or about the Property and/or Premises for or in connection with any operations of Lessor and/or Lessee, or any alternations, improvement, repairs or additions which they may make or permit or cause to be made, or any work or construction by, for, or permitted by them on or about the Property and/or Premises.

32. Waiver of Lessor Lien. Notwithstanding anything to the contrary in this Lease, Lessor acknowledges that the trade fixtures, furnishings equipment and personal property of the Lessee shall in no event become the property of the Lessor. Furthermore, Lessor waives any right, title or interest in Lessee's personal property located on the Premises, including any Lessor's lien or other right or interest that would arise in law or at equity or attach to Lessee's personal property as a result of Lessee entering into this Lease. In addition, Lessor acknowledges that certain property and money held by Lessee under its control in the performance of its business will not belong to Lessee and nothing contained in this Lease shall be or be construed to allow Lessor to interfere with the rights of the owners of such property, whether held in trust or otherwise, to the possession of such property or money. Lessor's right to remove, store and dispose of Lessee's property does not run to such property of others.

33. Construction of Agreement. This Agreement is deemed to have been drafted jointly by the parties and any uncertainty or ambiguity shall not be construed for or against any other party based on attribution of the drafting to any party.

34. Force Majeure. If any party is prevented, hindered or delayed in the performance or observance of any of its obligations under this Agreement by reason of any circumstance beyond its reasonable control including, but not limited to, fire, flood, earthquake, riots, civil orders, rebellions, or extraordinary weather conditions not reasonably foreseeable, that party will be excused from any further performance or observance of the obligations for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The party affected by a circumstance excusing timely performance as provided for in this section will advise the other party in reasonable detail of the event (including the estimated duration of the event) as promptly as practicable and keep all other parties reasonably apprised of progress in resolving the circumstance.

35. Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the state in which the Premises are located, without regard to its choice of law rules.

36. Counterparts and Signatures. This Lease may be executed and delivered (including by facsimile or other electronic transmission) in counterparts, each of which shall be



deemed an original instrument, but all of which together shall constitute one and the same agreement. The parties agree that a photocopy of a signature and/or an electronic signature are acceptable as original signatures of the respective parties as allowed by applicable law and that the transmission by one party to another party is an express representation that the photocopied or electronic signature of the transmitting party is an exact copy of the party's signature and that such signature is valid and binding upon the transmitting party and is deemed to be an original signature.

37. Amendments. This Lease may not be amended or waived except by an instrument in writing signed by each party to this Lease which expressly references the intent to amend this Lease.

38. Severability. Wherever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Lease is held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or any other provisions hereof, unless such construction would be unreasonable.

39. Entire Agreement. This Lease constitutes the entire agreement and understanding, and supersedes any and all prior or contemporaneous agreements and understandings, both written and oral, between Lessor and Lessee with respect to the Premises.

40. Burdens and Benefits. This Lease shall be binding upon Lessor and Lessee and their respective successors and assigns.

41. Captions, Recitals and Gender. The recitals, captions, paragraphs, and sections are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of the terms of this Lease. The recitals set forth prior to the numbered sections of this Lease are an integral part of this Lease. Whenever nouns or pronouns are used in this Lease, the nouns and pronouns shall be construed according to their proper gender and number according to the context of this Lease.

42. Estoppel. From time to time and upon twenty (20) days' written notice, Lessee agrees to execute and deliver a written acceptance/estoppel certificate confirming that Lessee has accepted the Premises and such other facts relative to this Lease as Lessor or any mortgagee of the Property may reasonably request to be confirmed.

43. Subordination. The Lease and Lessee's tenancy shall be subject and subordinate at all times to the lien of any mortgage or deed of trust now or hereafter placed upon the interest of Lessor and the Premises, provided that such subordination shall be contingent upon Lessor delivering to Lessee a subordination, attornment and non-disturbance agreement (a) in form reasonably acceptable to Lessee, Lessor and the holder of such mortgage or deed of trust which shall include, but not be limited to, a provision (i) requiring the Lessor to provide a fully executed copy of the agreement to the Lessee, (ii) requiring the Lessor to promptly provide written notice to Lessee when the mortgage or deed of trust has been released by the mortgagee or trustee, (iii)

that the agreement shall not modify in any manner the terms of this Lease, and (iv) that any new owner or holder of the mortgage or deed of trust shall abide by all the terms and conditions of the Lease, and (b) executed by the holder of such mortgage or deed of trust, Lessor and Lessee. Lessee also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage or deed of trust, and in the event of such election, and upon notification by such mortgagee or trustee to Lessee to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Lessee agrees to execute and deliver such instruments as may be reasonably requested by Lessor or by any mortgagee or trustee subordinating this Lease to the lien of any present or future mortgage or deed of trust, or as may be otherwise required to carry out the intent of this section.

44. Broker. Each of Lessor and Lessee represents to the other that it has dealt with no real estate agent or broker in connection with this Lease and the Premises and except as herein provided each party agrees to indemnify, hold harmless and defend the other from any and all claims from all other real estate brokers, agents or other parties claiming to be entitled to a fee, commission or other compensation from the indemnifying party as a result of the execution of this Lease.

45. Memorandum of Lease. Lessee may, but is not obligated to, require Lessor to execute a memorandum of Lease to be recorded in the appropriate office of the clerk of court, registrar, or other governmental official's office having authority over maintaining a registry of deeds and other public records in the applicable county or counties in which the Premises are located in form satisfactory to Lessee and Lessor, which shall include (a) the names of the parties to this Lease; (b) the legal description of the Premises from the Lessor's Existing Survey or Survey, whichever is more recent and deemed to be correct; (c) a drawing or plat of the Property highlighting the Premises; (d) the term of this Lease; (e) the existence of all options to extend the term of this Lease; (f) the exclusivity rights in favor of Lessee; and (g) such other sections as may be necessary to effectuate proper notice of this Lease.

46. Notices. Any notice, demand, statement or consent herein required or permitted to be given by either party to the other hereunder shall be given to the party at the address stated below the party's signature on the signature page, or such other address as a party may designate in a notice to the other party as provided for in this section. No notice or other communications given under this Agreement shall be effective unless the same is in writing and given in person or mailed by registered or certified mail, return receipt requested, or delivered by overnight courier such as Fed Ex or UPS. Any such notice, demand, statement or consent shall be deemed to have been given on the date of delivery, receipt or refusal by the party being notified.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be duly executed as required by applicable law and delivered as of the Effective Date.

LESSOR:

LESSEE:

\_\_\_\_\_  
Print Full Legal Name

REGIONS BANK,  
an Alabama state banking corporation

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

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

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

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

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

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

Date Signed: \_\_\_\_\_

Corporate Real Estate,  
250 Riverchase Parkway, Suite 600  
Birmingham, Alabama 35244  
Attention: Portfolio Administration  
with a copy by email to  
*CorporateRealEstate@regions.com*

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

Effective Date: \_\_\_\_\_

EXHIBIT A

Legal Description of Property from Special Warranty Deed

[to be added prior to signing]

EXHIBIT B

Depiction of the Premises

