PURCHASE, SALE AND OPTION AGREEMENT

THIS PURCHASE, SALE AND OPTION AGREEMENT (this "**Agreement**"), is dated as of __________, 2026, by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA** (hereinafter referred to as the "**Issuer**"), a Georgia public body corporate and politic, and **DAS INVESTMENTS, LLC** (hereinafter referred to as the "**Company**"), a Georgia limited liability company, and its successors and assigns.

W I T N E S S E T H:

WHEREAS, the Company is the owner of an approximately 7.86 acre site (the "**Site**"), more particularly described in Exhibit A attached hereto, located in the central business district of the City at 775 Walther Road, on which it plans to acquire, construct, and install buildings and related structures, fixtures, and improvements located or to be located thereon, and equipment, machinery, furnishings, and other personal property to be located thereon or therein (collectively, the "**Project**"), all for use as a multi-specialty, outpatient medical office building and related activities, which Project the Company proposes to sell to the Issuer after the completion of the construction and installation thereof; and

WHEREAS, the Issuer will obtain funds to acquire the Project from the Company by issuing and selling its Taxable Economic Development Revenue Bond (DAS Investments, LLC Project), Series 2022 (the "**Bond**"), in the principal amount not to exceed $[AMOUNT] to the Company, as purchaser (in such capacity, the "**Purchaser**"), pursuant to the Bond Purchase Loan Agreement, dated this date (the "**Bond Purchase Loan Agreement**"), between Issuer and the Purchaser; and

WHEREAS, pursuant to the Bond Resolution (the "**Bond Resolution**") adopted by the Issuer, authorizing the issuance and sale of the Bond to the Purchaser, the execution of this Agreement and the other Issuer Documents (identified in the Bond Resolution) relating to the Bond, the Issuer is pledging to the payment of the Bond the Bond Security (as defined in the Bond Resolution); and

WHEREAS, the Project will be rented to the Company under a Rental Agreement (the "**Rental Agreement**") for An occupancy term commencing on the date that the Company, as seller, conveys the Project to the Issuer, as purchaser, pursuant to this Agreement, and under the terms of which the Company will pay Basic Rent (as defined in the Rental Agreement) payments and other payments at such times and in such amounts as will be required to pay debt service on the Bond as and when the same becomes due; and

WHEREAS, the Issuer desires to grant to the Company an option to purchase the Project in whole, after the expiration or sooner termination of the term of the Rental Agreement, upon the terms and provisions as hereinafter set forth; and

WHEREAS, in exchange for granting the option to purchase the Project, the Issuer will receive good and valuable consideration, including the Option Fee, defined below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1. Agreement to Sell and Purchase the Project. The Company hereby agrees to sell and convey to the Issuer, and the Issuer hereby agrees to purchase and take from the Company, subject to and in accordance with all of the terms and conditions of this Agreement, the Project. The construction, installation, and completion of the Project and any portion thereof shall be at the sole option of the Company.

1.2. Purchase Price. The purchase price for the Project (the "**Purchase Price**") shall be an amount equal to the Costs of the Project. The Purchase Price shall be paid by the Issuer to the Company on the hereinafter defined Project Closing Date, by wire delivery of funds through the Federal Reserve System to an account designated in writing by the Company or, if the Company is the registered owner of the Bond, by the written acknowledgement of the Issuer to the Company that the Company has (1) advanced an amount equal to the Purchase Price pursuant to the Bond Purchase Loan Agreement as part of the Company's purchase price for the Bond in exchange for the property being purchased hereunder by the Issuer and (2) noted the amount of such advance on the Schedule of Advances attached to the Bond.

1.3. Project Closing. The closing of the purchase and sale of the Project (the "**Project Closing**") shall be held at such place and time and on such date (the "**Project Closing Date**") as may be designated by the Company after giving not less than thirty (30) days' written notice thereof to the Issuer.

1.4. Access and Inspection; Delivery of Documents and Information by Company. (a) Between the date of this Agreement and the Project Closing Date, the Issuer and the Issuer's agents and designees shall have the right, after giving reasonable written notice to the Company and making reasonable arrangements with the Company, to enter the Site for the purposes of inspecting the Project, conducting tests, and making surveys and any other investigations and inspections (collectively the "**Inspections**") as the Issuer may reasonably require to assess the condition of the Project, all at the Issuer's sole risk, cost, and expense; provided, however, that such activities by or on behalf of the Issuer on the Site shall not damage the Project or interfere with the Company's lawful use of the Project or construction and installation of the Project. In exercising the foregoing rights, the Issuer shall comply with the reasonable requirements imposed by the Company or the Company's contractor, including, without limitation, requirements related to job site safety and to the protection of patents, trademarks, trade secrets, and other confidential or proprietary information of the Company or of any Person subletting or licensing the use of any portion of the Project as permitted by the Rental Agreement. The Issuer shall not permit any mechanic's or materialmen's liens or other statutory liens to be placed upon or enforced against the Project that arise out of liabilities created as a result of the Inspections or the access granted in this Section 1.4(a) or cause any other claim, liability, or loss to or against the Company as a result of the Inspections or the access granted in this Section 1.4(a).

(b) On or before the Project Closing Date, the Company shall, at the Issuer's written request, deliver to the Issuer, if not previously delivered, or make available to the Issuer for examination or copying by the Issuer, at the address for the Issuer set forth below the Issuer's execution of this Agreement, the following documents and information with respect to the Project (collectively the "**Project Information**"): (i) all surveys and environmental data relating to the Project, and reports such as soils reports and environmental audits, which are in the Company's possession or which the Company can obtain with reasonable effort; and (ii) a copy of any policy of title insurance issued in favor of the Company, together with legible copies of all instruments referenced therein. All of the Project Information provided to the Issuer or to any third party shall be and is provided without warranty as to any of the matters set forth therein, and the Issuer hereby acknowledges and agrees that no warranties, either express or implied, shall be deemed to have been given or made by the Company or its agents, employees, or representatives as to the content, authenticity, truthfulness, correctness, or otherwise with respect to any of the Project Information. In the event the Project Closing hereunder does not occur for any reason, the Issuer agrees to return to the Company all of the related Project Information.

1.5. Title. The Company covenants to convey to the Issuer at the Project Closing good and marketable fee simple title in and to the portion of the Project constituting real property by limited warranty deed. For the purposes of this Agreement, "**good and marketable fee simple title**" shall mean fee simple ownership that is free of all claims, liens, and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions, herein defined. The Company covenants to convey to the Issuer at the Project Closing good and merchantable title in and to the portion of the Project constituting personal property by bill of sale. For the purposes of this Agreement, "**good and merchantable title**" shall mean ownership that is free of all claims, liens, and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions. For the purposes of this Agreement, the term "**Permitted Exceptions**" shall mean: (A) current city, state, and county ad valorem taxes not yet due and payable; (B) all easements, restrictions, reservations, rights-of-way, and other matters of record now or hereafter serving the Project; (C) any matters revealed by any title commitment or survey; (D) any lien that secures indebtedness that financed or refinanced costs of the Project that would, if financed by the Issuer, constitute "cost of project" (as defined in Section 36-62-2(2) of the Official Code of Georgia Annotated); (E) the Rental Agreement, and all subleases and sublicenses permitted by the Rental Agreement; and (F) any other Permitted Encumbrance (as defined in the Rental Agreement).

1.6. Proceedings at Project Closing. On the Project Closing Date, the Project Closing shall take place as follows:

(a) The Company shall deliver to the Issuer a Limited Warranty Deed (the "**Limited Warranty Deed**") to the portion of the Project constituting real property, in recordable form and in the form attached hereto as Exhibit B, and such other documents as are customary or reasonably required by the Issuer in such form as is reasonably approved by the Issuer in order to ensure the Issuer has good and marketable fee simple title to such real property.

(b) The Company shall deliver to the Issuer a Bill of Sale to the portion of the Project constituting personal property being purchased on such Project Closing Date, and such other documents as are customary or reasonably required by the Issuer in such form as is reasonably approved by the Issuer in order to ensure the Issuer has good and merchantable title to such personal property.

(c) The Issuer shall pay the Purchase Price to the Company in accordance with the provisions of this Agreement.

(d) The Issuer shall deliver to the Company the Security Document (as defined in the Bond Resolution) in substantially the form attached to the Bond Resolution, duly executed by the Issuer, and any such additional financing statements or other documents requested by the Company (in its capacity as the Purchaser) necessary to perfect and maintain the lien or security pledged for the benefit of the Purchaser in and to the Bond Security (or cause the Security Document and such other documents being held in escrow by Bond Counsel to be so delivered to the Company).

(e) The Company shall record or file, as applicable, in the real property or other records of Gwinnett County, Georgia (and in all other offices as may at the time be provided by law as the proper place for recordation thereof), the Limited Warranty Deed, the Security Document, an appropriate notice or memorandum of the Rental Agreement, an appropriate notice or memorandum of the Option (as defined below) as provided in Section 3.8 hereof, and such other financing statements or documents delivered at the Project Closing for recording or filing.

1.7. Costs of Project Closing. All costs and expenses of the transactions contemplated hereby shall be paid by the Company.

1.8. Warranties, Representations, and Additional Covenants of the Company. (a) The Company represents and warrants to the Issuer, knowing that the Issuer is relying on each such representation and warranty, that as of the date of this Agreement and, except as the Company shall disclose in writing to the Issuer, as of the Project Closing Date:

(1) To the best of the Company's knowledge and belief, there are no actions, suits, or proceedings pending or threatened against, by, or affecting the Company that affect title to the Project or that question the validity or enforceability of this Agreement as to the Company or of any action taken by the Company under this Agreement, in any court or before any governmental authority, domestic or foreign.

(2) To the best of the Company's knowledge and belief, there are no violations or potential violation of, any zoning, building, health, environmental, or other laws, codes, ordinances, regulations, orders, or requirements of any city, county, state, or other governmental authority having jurisdiction thereof, or any private restrictive covenants affecting the Project.

(3) To the best of the Company's knowledge and belief, there are no pending, threatened, or contemplated condemnation actions involving all or any portion of the Project or any interest therein and there are no existing, proposed, or contemplated plans to widen, modify, or realign any public rights-of-way located adjacent to any portion of the Project.

(4) There are no leases or other agreements for use, occupancy, or possession presently in force with respect to all or any portion of the Project other than the Permitted Exceptions.

(b) The Company covenants with the Issuer that:

(1) Between the date hereof and the Project Closing Date, without the prior written approval of the Issuer, which shall not be unreasonably withheld, conditioned, or delayed, the Company shall not, except for Permitted Exceptions, (A) make or enter into any lease or other agreement for the use, occupancy, or possession of all or any part of the Project or (B) encumber the Project, unless such lease, other agreement, or encumbrance is terminated on or before the Project Closing Date as to the Project.

(2) On or before the Project Closing Date, the Company shall cause the Project to be released from any and all liens, monetary encumbrances, and security interests arising by, through, or under the Company other than (A) real estate ad valorem taxes and assessments for the current year and all subsequent years thereafter and (B) Permitted Exceptions.

(3) On the Project Closing Date there will be no indebtedness arising by, through or under the Company to any contractor, laborer, mechanic, materialman, architect, engineer, or any other person for work, labor, or services performed or rendered, or for materials supplied or furnished, in connection with the Project for which any such person could claim a lien against such Project, unless the Company has provided the Issuer with reasonable indemnification or title insurance with respect to such claim of lien.

(4) The Company shall pay when due all ad valorem property taxes that are lawfully assessed against the Project while the Project is owned by the Company and before the Project is conveyed to the Issuer; provided the Company may, in its sole discretion, exercise commercially reasonable efforts to contest the collection of such ad valorem property taxes.

(5) To the knowledge of the Company, no event has occurred and no condition exists that would constitute an Event of Default (as defined in the Rental Agreement) or that, with the lapse of time or with the giving of notice or both, would become an Event of Default under any of the Company Documents (as defined in the Rental Agreement). To the knowledge of the Company, the Company is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, which involve the possibility of materially and adversely affecting the ability of the Company to perform its obligations under the Company Documents, or the transactions contemplated by the Company Documents

The Company acknowledges and agrees that no examination or investigation of the Project by or on behalf of the Issuer prior to the Project Closing shall in any way modify, affect, or diminish the Company's obligations under the representations, warranties, covenants, and agreements set forth in this Agreement.

1.9. <u>Conditions of Each Party's Obligations</u>. (a) The Issuer's obligations to consummate the purchase and sale of the Project on the Project Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by the Issuer, in whole or in part, on or as of the Project Closing Date:

(1) there shall not have occurred and be continuing an Event of Default under any of the Company Documents, and the Company shall have materially kept, observed, performed, satisfied, and complied with all terms, covenants, conditions, agreements, requirements, restrictions, and provisions required by this Agreement and the other Company Documents to be kept, observed, performed, satisfied, or complied with by the Company before, on, or as of such Project Closing Date;

(2) the representations and warranties of the Company in this Agreement (and the substantive facts contained in any representations and warranties limited to the Company's knowledge and belief) shall be true and correct in all material respects, and certified by the Company to the Issuer as such, on and as of such Project Closing Date, in the same manner and with the same effect as though such representations and warranties had been made on and as of such Project Closing Date; and

(3) the Issuer shall have issued the Bond and shall have sufficient unspent proceeds from the sale of the Bond or sufficient undrawn advances due to the Issuer pursuant to the Bond Purchase Loan Agreement to pay the Purchase Price due on the Project Closing Date.

If any of the foregoing conditions have not been satisfied or performed or waived in writing by the Issuer on or as of the Project Closing Date, the Issuer shall have the right, at the Issuer's option, after the Issuer has given the Company thirty (30) days' prior written notice and the opportunity to satisfy and perform such conditions during such thirty (30) day period, either: (i) to postpone the Project Closing scheduled for such Project Closing Date, by giving written notice to the Company on or before the Project Closing Date, in which event the Project Closing shall be postponed until such time as the foregoing conditions have been satisfied or performed or waived in writing by the Issuer; or (ii) if such failure of condition constitutes a breach of representation or warranty by the Company, constitutes a failure by the Company to perform any of the terms, covenants, conditions, agreements, requirements, restrictions, or provisions of this Agreement, or otherwise constitutes a default by the Company under this Agreement, to exercise such rights and remedies as may be provided for in Section 1.11 of this Agreement.

(b) The Company's obligations to consummate the purchase and sale of the Project on the Project Closing Date shall be subject to the receipt by the Company of the Purchase Price in accordance with Section 1.2 of this Agreement on the Project Closing Date.

1.10. **<u>Possession at Project Closing</u>**. The Company shall surrender possession of the Project being sold to the Issuer on the Project Closing Date, subject to Permitted Exceptions.

1.11. **<u>Remedies</u>**. If (i) any representation or warranty of either party set forth in this Agreement shall prove to be untrue or incorrect in any material respect; or (ii) either party shall fail to keep, observe, perform, satisfy, or comply with, fully and completely, any of the terms, covenants, conditions, agreements, requirements, restrictions, or provisions required by this Agreement to be kept, observed, performed, satisfied, or complied with by such party; or (iii) the purchase and sale of the Project is otherwise not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions that constitute a default by either party under this Agreement (the matters described in the foregoing clauses (i), (ii), and (iii) are herein sometimes collectively called "**Defaults**"), then the other party may, in its sole discretion and as its sole and exclusive remedy as a result of any Defaults, enforce this Agreement and the purchase and sale transactions contemplated herein by specific performance. Each party hereby expressly waives any right to seek or obtain any monetary judgment or damages against the other party in the event of any Defaults and acknowledges and agrees that no other damages, rights, or remedies shall be collectible, enforceable, or available to such party.

1.12. Risk of Loss and Insurance. Between the date of this Agreement and the Project Closing Date, the risks and obligations of ownership and loss of the Project and the correlative rights against insurance carriers and third parties shall belong to the Company.

1.13. Condemnation. In the event of the taking of all or any part of the Project, or any material interest therein, by eminent domain proceedings prior to the Project Closing, the Issuer shall have the right, at the Issuer's option, to cancel the Project Closing, by giving written notice thereof to the Company prior to the Project Closing, in which event the Project Closing shall be cancelled. If the Issuer does not so cancel the Project Closing, the Purchase Price shall be reduced by the total of any awards or other proceeds received by the Company prior to Project Closing with respect to any taking, and, at Project Closing, the Company shall assign to the Issuer all rights of the Company in and to any awards or other proceeds to be paid or to become payable after Project Closing by reason of any taking, which shall be applied by the Issuer as provided in the Rental Agreement. The Company shall notify the Issuer of eminent domain proceedings within five (5) business days after the Company has notice thereof.

1.14. Broker and Commission. All negotiations relative to this Agreement and the purchase and sale of the Project as contemplated by and provided for in this Agreement have been conducted by and between the Company and the Issuer without the intervention of any person or other party as agent or broker. The Company and the Issuer warrant and represent to each other that the Company and the Issuer have not entered into any agreement or arrangement and have not received services from any broker or broker's employees or independent contractors that would give rise to any claim of lien or lien against the Project, and there are and will be no broker's commissions or fees payable in connection with this Agreement or the purchase and sale of the Project by reason of their respective dealings, negotiations, or communications.

1.15. Further Assurances; Survival. At the Project Closing, and from time to time thereafter, the Issuer and the Company shall do all such additional and further acts and shall execute and deliver all such additional and further deeds, bills of sale, affidavits, instruments, certificates, and documents, as the Issuer or the Company may reasonably require fully to vest in and assure to the Issuer full right, title, and interest in and to the Project to the full extent contemplated by this Agreement and otherwise to effectuate the purchase and sale of the Project as contemplated by and provided for in this Agreement. All the provisions of this Article I (including, without limitation, the representations, covenants, and warranties of the Company as set forth in this Agreement) shall survive the consummation of the purchase and sale of the Project on the Project Closing Date, the delivery of the deed and bill of sale to the Issuer, and the payment of the Purchase Price for a period of one (1) year from the Project Closing Date.

1.16. No Personal Property Conveyance. Notwithstanding anything contained herein to the contrary, the Issuer and the Company agree that no portion of the Project constituting personal property will at any time be conveyed to or purchased by the Issuer pursuant to this Agreement or any other document or instrument and any such purported conveyance or purchase shall be considered null and void.

ARTICLE II

OPTION TO PURCHASE THE PROJECT

2.1. Option to Purchase Project. The Company shall have, and is hereby granted, the exclusive right and option (the "**Option**") to purchase the Project in its entirety (as the same shall exist at the time of such purchase, subject to Permitted Encumbrances) upon the terms and conditions as set forth in this Article II.

2.2. Exercise of Option to Purchase Project. (a) The Company may exercise the Option, at any time during the Option Term (as defined below), by giving written notice thereof to the Issuer. If the Bond has not theretofore been fully redeemed and if the Company is not then also the Holder, a copy of such notice shall also be given by the Company to the Holder at the address of the Holder as reflected on the Bond Register. Such notice shall specify a date (the "**Option Closing Date**"), time and place for the consummation of the purchase and sale transaction contemplated hereby as a result of the exercise (or deemed exercise) of the Option (the "**Option Closing**"), which shall be no earlier than thirty (30) days and no more than sixty (60) days following the date such notice is sent to the Issuer. In the event that the Company fails to exercise the Option under this Agreement during the Option Term, the Issuer promptly shall notify the Company of such failure and the Company shall be entitled to exercise the Option within ninety (90) days following receipt of such notice, and the Option Term shall be deemed to have been so extended through such date. In any event, it is acknowledged and agreed that the Occupancy Term (as defined in the Rental Agreement) shall automatically be extended on the same terms and conditions as set forth in the Rental Agreement, except that the Rental Agreement shall be at the rates provided for holdover with respect thereto, for any period after the scheduled expiration date of the Occupancy Term through the Option Closing Date. Notwithstanding any other provision of this Agreement to the contrary, in no event will the Option terminate without the consent of any Tenancy Security Instrument Holder.

For the purposes of this Agreement, "**Option Term**" means that period of time (subject to extension as set forth in the prior paragraph of this Section 2.2(a)) commencing on the Project Closing Date and ending on the earlier of (1) thirty (30) days after the expiration or earlier termination of the Rental Agreement; or (2) December 31, 20__.

(b) Any provision hereof to the contrary notwithstanding, if the Company gives notice of termination of the Rental Agreement pursuant to its right to do so thereunder (a "**termination notice**"), or if the Issuer, the Company or the Purchaser provides a notice of redemption with respect to the entire outstanding Principal Balance of the Bond pursuant to the Bond Resolution (a "**redemption notice**"), such termination notice or redemption notice shall be deemed equivalent to, and shall have the same effect as, the Company's election to exercise the Option under this Agreement, provided, that the Option Closing Date in such case shall be the last day of the Occupancy Term with respect to the termination notice given or the date of redemption of the Bond, as applicable. If any such termination notice is given, and if the Bond has not theretofore been fully redeemed, and if the Company is not then also the Holder, a copy of such termination notice shall also be given by the Company to the Holder at the address of the Holder as reflected on the Bond Register.

2.3. Contract for Purchase and Sale of Property. In the event that the Company exercises the Option (or it is deemed to have been exercised) as provided for in Section 2.2, the Issuer agrees to sell and the Company agrees to buy the Project (as it then exists, by limited warranty deed and bill of sale) in accordance with the following terms and conditions:

(1) Option Exercise Price. At the Option Closing, the Company shall pay the "**Option Exercise Price**" to the Issuer upon the exercise of the Option, which shall consist of (i) the sum of $10; plus (ii) the sum, if any, required to cause the Bond to be retired in full if the Bond has not been fully paid (provided, that if the Company is then the owner of the Bond, the Company may mark the Bond "cancelled" and surrender the Bond to the Issuer); plus (iii) other sums, if any, then due to the Issuer from the Company as Additional Rent or pursuant to applicable indemnification provisions under the Rental Agreement or any of the Bond Documents (as defined in the Bond Resolution).

(2) Option Closing Procedure. At the Option Closing, the Issuer shall, upon payment of the Option Exercise Price, convey the Land and the Improvements to the Company by limited warranty deed and the Equipment to the Company "as is, where is" by limited warranty bill of sale.

(3) Option Closing Costs. All costs relating to the Option Closing, including, but not limited to, the reasonable fees and expenses of counsel to the Issuer (which shall be as agreed upon in writing by Issuer, its counsel and the Company), to the Company and to any Lender, shall be paid by the Company.

(4) Default by the Issuer; Remedies of the Company. In the event the Issuer fails to close the sale of the Project pursuant to the terms and provisions of this Agreement, the Company shall be entitled as its exclusive remedies to sue for specific performance or to seek other available equitable remedies, it being understood that the Company shall not have an adequate remedy at law.

(5) Status Pending Option Closing. Until and unless legal title to the Project is transferred to the Company at Option Closing, the Company shall not, by virtue of this Agreement, acquire legal title to the Project, and the risk of loss of the Project shall remain with the tenant under the Rental Agreement.

(6) Documents. The Issuer and the Company agree that such documents as may be legally necessary or reasonably appropriate to carry out the terms of this Agreement shall be executed and delivered by each party to the other at the Option Closing.

2.4. Public Purpose of Option to Purchase. The Issuer and the Company acknowledge that the Option is a material inducement to the Company to sell the Project to the Issuer pursuant to this Agreement, to enable the Project to be rented by the Issuer to the Company pursuant to the Rental Agreement and thereby promote the general welfare of the State by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within City of Lawrenceville, Georgia (the "**City**"), and to revitalize and redevelop the central business district of the City, and that in granting the Option the Issuer is considering the entire transaction as a whole, including the development and promotion of trade, commerce, industry, and employment opportunities for the public good and the general welfare; the promotion of the general welfare of the State of Georgia; the increase or maintenance of employment in the City; and the revitalizion and redevelopment of the central business district of the City.

ARTICLE III

GENERAL PROVISIONS

3.1. Notices. Any request, demand, authorization, direction, notice, consent, or other document provided or permitted by this Agreement to be made upon, given or furnished to, or filed with, the Issuer, the Company or the initial Holder as set forth below shall be sufficient for every purpose hereunder if in writing and (except as otherwise provided in this Agreement) either (i) delivered personally to the party or, if such party is not an individual, to an officer or other legal representative of the party to whom the same is directed, or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent via nationally recognized overnight courier for next business day delivery, as follows:

To the Issuer:	Downtown Development Authority of Lawrenceville, Georgia 70 South Clayton Street Lawrenceville, Georgia 30046 Attention: Chairman and Executive Director
with a copy to:	City of Lawrenceville, Georgia 70 South Clayton Street Lawrenceville, Georgia 30046 Attention: City Manager and Finance Director
with a copy to:	Butler Snow LLP 1190 Peachtree Street, N.E., Suite 1900 Atlanta, Georgia 30309 Attn: Kenneth B. Pollock, Esq.
To the Company:	DAS Investments, LLC 5330 Northwater Way Duluth, Georgia 30097 Attn: Deep Shah
with a copy to:	

Any person designated in this Section 3.1 may, by notice given to each of the others, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent.

3.2. Limited Obligations. It is understood and agreed that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not constitute a general obligation of the Issuer but shall be a limited obligation of the Issuer payable solely out of the proceeds of the sale of the Bond, and no recourse shall be had or claim shall be made against any other assets, properties, or revenues of the Issuer to satisfy any obligations of the Issuer under this Agreement.

3.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

3.4. Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their permitted respective heirs, successors, and or assigns. The Company may assign this Agreement only in connection with an assignment of the Rental Agreement permitted by the terms and conditions thereof or with the consent of the Issuer.

3.5. Headings. The headings inserted at the beginning of each paragraph and/or subparagraph of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

3.6. Entire Agreement. This Agreement, together with the other Bond Documents, contains all of the terms, promises, covenants, conditions and representations made or entered into by or between the Issuer and the Company and supersedes all prior discussions and agreements, whether written or oral, between the Issuer and the Company with respect to the Option and all other matters contained herein and constitutes the sole and entire agreement between the Issuer and the Company with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both the Issuer and the Company with the formalities hereof.

3.7. Divisibility. The rights and obligations of the Issuer and the Company contained in this Agreement shall be divisible of and severable from their respective rights and obligations contained in the Rental Agreement. The Option contained in Article III of this Agreement shall be fully enforceable against and binding upon the Issuer notwithstanding the termination, rejection, or disaffirmance of the Rental Agreement or a bankruptcy, insolvency or other legal proceeding or otherwise.

3.8. Recording. An appropriate notice or memorandum of the Option contained in Article III of this Agreement shall be recorded in all offices as may at the time be provided by law as the proper place for recordation thereof.

3.9. Encumbrances. Except as otherwise expressly permitted in the Rental Agreement and the other Bond Documents, the Issuer shall not grant easements, rights-of-way licenses or other encumbrances, convey title to all or a portion of the Project, pledge, grant a security interest in, hypothecate or otherwise encumber its interest in the Project, impose restrictions, covenants or other agreements binding on the Project or approve or request variances or changing in zoning or other land use laws affecting the zoning, unless the Issuer has furnished prior notice thereof and has received express approval, in writing, by the Company prior to undertaking such action, together with the written approval of any Tenancy Security Instrument Holder.

3.10. Time of the Essence. Time is of the essence in the performance of the parties' obligations and observance of the terms and conditions contained in this Agreement.

3.11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be duly executed and delivered, under seal, by its respective duly authorized representatives, all being done as of the day and year first above written.

DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA

By:______________________________
Chairman

(SEAL)

Attest:

____
Secretary

As to the Issuer, signed, sealed, and delivered on the ___ day of ______ 2026, in the presence of:

____
Unofficial Witness

____
Notary Public

My Commission Expires:

____
(date)

(NOTARIAL SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DAS INVESTMENTS, LLC,
a Georgia limited liability company

By:________________________
Authorized Signatory

[SIGNATURE PAGE TO PURCHASE, SALE AND OPTION AGREEMENT]

EXHIBIT A

LEGAL DESCRIPTION

(Attached)

EXHIBIT B

FORM OF LIMITED WARRANTY DEED

(Attached)