DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA

(a public body corporate and politic, as landlord),

and

DAS INVESTMENTS, LLC

(a Georgia limited liability company, as tenant)

RENTAL AGREEMENT

Dated as of _________ 1, 2026

THE RIGHTS AND INTEREST OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA IN THE PROJECT RENTED HEREUNDER, THIS RENTAL AGREEMENT AND CERTAIN REVENUES AND RECEIPTS DERIVED HEREUNDER, EXCEPT FOR CERTAIN UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN ASSIGNED AND PLEDGED AS SECURITY FOR THE $[AMOUNT] MAXIMUM PRINCIPAL AMOUNT DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND (DAS INVESTMENTS, LLC PROJECT), SERIES 2026, AS PROVIDED IN A DEED TO SECURE DEBT, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT, OF EVEN DATE HEREWITH, FROM THE DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA TO DAS INVESTMENTS, LLC AND SUCCESSOR HOLDERS OF SUCH BOND.

TABLE OF CONTENTS

(This Table of Contents is not a part of this Rental Agreement and is only for convenience of reference.)

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101409703.v2

RENTAL AGREEMENT

This **RENTAL AGREEMENT** (this "**Rental Agreement**"), dated as of _________ 1, 2026, is by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA** (the "**Issuer**"), a public body corporate and politic created and existing under the laws of the State of Georgia (the "**State**"), as landlord, and **DAS INVESTMENTS, LLC** (the "**Company**"), a limited liability company duly created and validly existing under the laws of the State of Georgia, as tenant.

W I T N E S S E T H:

WHEREAS, the Issuer is a downtown development authority and public body corporate and politic duly created by the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq*., as amended (the "**Act**"), and activated by resolution of the governing body of the City of Lawrenceville, Georgia (the "**City**"); and

WHEREAS, the Act provides that the Issuer is created for the public purposes of developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities, to 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 the City, and to revitalize and redevelop the central business district of the City and is authorized by the Act to exercise the powers granted by the Act, including, but not limited to, the power to issue its revenue bonds to finance "projects" (as defined in the Act) to be located in the downtown development area of the City; the Issuer's revenue bonds are to be issued and validated under and in accordance with the applicable provisions of the Revenue Bond Law of the State of Georgia (O.C.G.A. § 36-82-60, *et seq*.), as heretofore and hereafter amended, and other applicable provisions of law; and

WHEREAS, the Act further authorizes and empowers the Issuer: (i) to lease any such project; (ii) to pledge, mortgage, convey, assign, hypothecate or otherwise encumber such projects and the revenues therefrom as security for the Issuer's revenue bonds; and (iii) to do any and all acts and things necessary or convenient to carry out the powers of the Issuer expressly conferred by the Act; and

WHEREAS, the Company desires to rent a capital project in the central business district of the City for use as a multi-specialty, outpatient medical office building and related activities and consisting of certain land described below (the "**Land**"), together with the improvements now or hereafter located on the Land including buildings and together with ancillary improvements, surface improvements, and below-ground improvements, including structured parking and building fixtures (the "**Improvements**") and machinery, equipment and related property described below (the "**Equipment**" and, together with the Land and the Improvements, the "**Project**"); and the Issuer will acquire the Project and rent the Project to the Company under this Rental Agreement; and

WHEREAS, the total cost of the Project will be approximately $[AMOUNT] and is initially to be financed by the issuance of the Issuer's Taxable Economic Development Revenue

Bond (DAS Investments, LLC Project), Series 2026 (the "**Bond**"), the maximum principal amount of which shall not exceed $[AMOUNT] (the "**Maximum Principal Amount**"), to acquire the Project and to rent the Project to the Company under this Rental Agreement; and

WHEREAS, pursuant to the Bond Resolution (the "**Bond Resolution**") adopted by the Issuer, authorizing the issuance and sale of the Bond to the Company, as both the "**Purchaser**" and the initial "**Holder**," the execution of this Rental 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);

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, provided 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 payable solely out of the Bond Security for the Bond, and the Bond shall not constitute a general obligation of the Issuer nor constitute an indebtedness or general obligation of the State of Georgia or any other agency or political subdivision of the State of Georgia, within the meaning of any constitutional or statutory provision whatsoever:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1. Definitions. Certain capitalized words and terms used in this Rental Agreement are defined in the text hereof or in the Bond Resolution (defined below). In addition to the words and terms defined elsewhere herein and in the Bond Resolution, the following words and terms are defined terms under this Rental Agreement:

"Additional Rent" means the amounts payable by the Company, described in Section 5.3(b) of this Rental Agreement.

"Additions or Alterations" means modifications, repairs, renewals, improvements, replacements, alterations, additions, enlargements, or expansions in, on, or to the Project, including any and all machinery, furnishings, building fixtures, and building equipment therefor, and including the restoration, reconstruction, or replacement of buildings, building fixtures, building equipment, or other property damaged or destroyed by fire or other casualty or taken by or under the threat of condemnation or for which title is lost.

"Affiliate" shall have the meaning provided for such term in the Bond Resolution.

"Authorized Company Representative" means the individual who executes this Rental Agreement on behalf of the Company, who has been duly authorized by the Company to serve in such capacity. From time to time, the Company may designate one or more individuals to act in such capacity on behalf of the Company by written certificate furnished to the Issuer, the Holder and the Custodian, containing the specimen signature of such person and executed on behalf of the Company by an authorized representative of the Company. Such certificate may appoint an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized

Company Representative, and more than one person may be designated as an Authorized Company Representative. Each such appointment shall be effective until revoked in writing

"**Authorized Issuer Representative**" means any officer or official of the Issuer who executes this Rental Agreement and any other person at the time designated to act on behalf of the Issuer by written certificate furnished to the Company, the Holder and the Custodian, containing the specimen signature of such person and signed on behalf of the Issuer by the Chair or other officer of the Issuer; more than one person may be designated as an Authorized Issuer Representative.

"Basic Rent" means the rent payable by the Company to the Issuer, described under the subheading "Basic Rent" in Section 5.3(a) of this Rental Agreement.

"**Bond**" means the Issuer's Taxable Economic Development Revenue Bond (DAS Investments, LLC Project), Series 2026, in an original principal amount not to exceed $[AMOUNT], to be issued pursuant to the Bond Resolution, and any revenue bond issued in substitution or exchange therefor.

"Bond Documents" means the Bond Resolution and those documents the forms of which are attached to the Bond Resolution as <u>Exhibits B</u> through <u>F</u> thereto, as each may hereafter be amended in accordance with the provisions of the Bond Resolution.

"Bond Purchase Loan Agreement" means the Bond Purchase Loan Agreement, dated as of the Document Date, between the Issuer and the Company (in its capacities as the tenant hereunder and as the "Purchaser" thereunder), in substantially the form attached as <u>Exhibit C</u> to the Bond Resolution, as it may hereafter be amended in accordance with the Bond Resolution.

"Bond Resolution" means the resolution, adopted by the Issuer, as it may hereafter be amended in accordance with the terms thereof, providing the terms and provisions under which the Bond will be issued and pursuant to which the Bond Security is assigned and pledged as security for the payment of the principal of, premium, if any, and interest on the Bond; the term "Bond Resolution" shall include any resolution supplemental or amendatory thereto.

"Business Day" shall have the meaning provided for such term in the Bond Resolution.

"City" means the City of Lawrenceville, Georgia.

"Commencement Date" means the date of the actual complete execution and delivery of this Rental Agreement.

"Company" means DAS Investments, LLC, a limited liability company duly organized and validly existing under the laws of the State of Georgia, and any successor tenant under this Rental Agreement.

"Company Documents" shall have the meaning provided for such term in the Bond Resolution.

"Corporate Successor" and **"corporate successor"** mean any corporation or limited liability company into which the Company may merge, any corporation or limited liability company resulting from a consolidation to which the Company is a party or any corporation, partnership, trust, or limited liability company to which the Company transfers its interest under this Rental Agreement, and also includes any Corporate Successor (as above defined, but substituting "corporate successor" for "Company") of a Corporate Successor.

"Costs of the Project" shall have the meaning provided for such term in the Bond Resolution.

"Custodian" shall have the meaning provided for such term in the Bond Resolution.

"Debt Service" and **"debt service"** shall have the meaning provided for such term in the Bond Resolution.

"Debt Service Payment Date" means, as to the Bond, any Principal Payment Date or Interest Payment Date and any date on which the Bond is to be redeemed, in whole or in part, and includes any special Debt Service Payment Date established as provided in the Bond Resolution.

"Default Interest Rate" shall have the meaning provided for such term in the Bond Resolution.

"Effective Date" means the date of the actual complete execution and delivery of this Rental Agreement.

"Environmental Laws" means all federal, state, and local laws, rules, regulations, ordinances, programs, permits, guidance, orders, and consent decrees relating to health, safety, and environmental matters, including, but not limited to, all current Environmental Laws as of the date hereof, or as those Environmental Laws may be amended, revised or superseded, of any governmental authority having jurisdiction over the Project addressing pollution or the protection of human health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701, *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; and all similar laws (including implementing regulations) of any governmental authority having jurisdiction over the Project, regardless of whether or not any such liability or violation relates to any period prior to the acquisition of the Project by the Issuer or its acquisition theretofore by the Company.

"Equipment" means any building fixtures and building equipment that the Company elects to include in the Project. The Equipment shall be more fully described in Exhibit B attached hereto and by this reference made a part of this Rental Agreement, as the same shall be amended from time to time pursuant to this Rental Agreement in the form of the amendment attached hereto as Exhibit C.

"Event of Default" means, when used with respect to this Rental Agreement, the events specified in Section 10.1 of this Rental Agreement, and when used with reference to any other instrument any "Event of Default, "event of default," "Default," or "default" (as such term is defined in such other instrument), after giving effect to any applicable notice and cure or grace periods.

"Governing Body" means, as to the Issuer, the members of the Issuer acting as its board of directors.

"Holder" and **"Bondholder"** mean the Person in whose name the Bond is registered on the registration books of the Issuer and, as stated in Section 4.2 of this Rental Agreement, initially means the Company.

"Improvements" means all of the improvements located and to be located on the Land, including, but not limited to any buildings, structures, paving, landscaping and building fixtures, located on the Land and all Additions or Alterations, replacements and substitutions for any portion thereof.

"Insurance Requirements" means all terms of any insurance policy required to be obtained under this Rental Agreement covering or applicable to the Project or any part thereof; all requirements of the issuer of any such policy; and all orders, rules, regulations, and other requirements of the national board of fire underwriters (or any other body exercising similar functions) applicable to or affecting the Project or any part thereof or any use of the Project or any part thereof.

"Interest Payment Date" shall have the meaning provided for such term in the Bond Resolution.

"Issuer Documents" shall have the meaning provided for such term in the Bond Resolution.

"**Land**" means the land described in Exhibit A attached to this Rental Agreement.

"Lender" means any financial institution or other bona fide lender which has advanced credit to the Company, including, without limitation, a Tenancy Security Instrument Holder.

"Lien" means any interest in Property securing an obligation owed to, or a claim by, a person other than the owner of the Property, whether such interest is based on the common law, statute, or contract, and including, but not limited to, the security interest, security title, or lien arising from a security agreement, mortgage, deed of trust, security deed, encumbrance, pledge, conditional sale, or trust receipt or a lease, consignment, or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting Property.

"Loan Documents" means the loan documents with respect to the Company's Tenancy Security Instrument or a Superior Security Document, as appropriate.

"Net Proceeds" means any proceeds of casualty insurance received with respect to any damage or destruction of the Project, any proceeds of any eminent domain award (or proceeds received in lieu of a taking by eminent domain) or with respect to any other recovery on a contractual claim or claim for damage to or for taking of the Project, or any part thereof, the gross proceeds from such insurance, eminent domain award, transfer or recovery remaining after payment of all costs and expenses (including attorneys' fees and reimbursable expenses) incurred in the collection of such gross proceeds.

"Non-Renewal Notice" means a written notice given by the Company to the Issuer and the Holder that the Company elects not to exercise an option granted in Section 5.1 hereof to renew this Rental Agreement for the next consecutive renewal term, which notice shall constitute an irrevocable agreement on the part of the Company either: (a) to cause the Bond to be redeemed at the end of the then-current term of this Rental Agreement and to make a Termination Payment to the Bondholder for the account of the Issuer in the amount needed for such purpose; or (b) if the Company owns the Bond, to surrender the Bond for cancellation at the end of the then-current Term of this Rental Agreement.

"Occupancy Term" has the meaning provided in Section 5.2 hereof.

"Occupancy Date" means the date that the Company, as seller, conveys the Project to the Issuer, as purchaser, pursuant to the Purchase and Sale Agreement.

"**Permitted Encumbrances**" means, as of any particular time, (i) Liens for *ad valorem* taxes and special assessments not then delinquent or permitted to exist as provided in Section 6.3 hereof, (ii) this Rental Agreement, (iii) the Security Document, (iv) utility, access or other easements and rights of way, restrictions, reservations, reversions and exceptions in the nature of easements that the Company certifies (as provided in Section 8.7) will not materially interfere with or impair the operations being conducted at the Project rented hereunder, (v) unfiled and inchoate mechanics' and materialmen's liens for construction work in progress, (vi) architects', contractors', subcontractors', mechanics', materialmen's, suppliers', laborers' and vendors' liens or other similar Liens not then payable or permitted to exist hereunder, (vii) such minor defects, irregularities, encumbrances, easements, rights-of-way, and clouds on title as the Company, by an Authorized Company Representative, certifies (on written request by the Issuer) do not, in the aggregate, materially impair the portions of the Project affected thereby for the purpose for which it was acquired or is held by the Issuer, (viii) any easements, restrictions, reservations, reversions, covenants and other encumbrances of any nature whatsoever, existing on the date of this Rental Agreement, (ix) exceptions described in any policy of title insurance that may be procured by the Company for itself or for a Lender, (x) any Lien that secures indebtedness which financed or refinanced costs of the Project, (xi) any Tenancy Security Instrument, and (xii) any Superior Encumbrances.

"Person" shall have the meaning provided for such term in the Bond Resolution.

"Principal Balance" has the meaning provided in the Bond Resolution.

"Project" means the Land, the Improvements and the Equipment as the same shall exist from time to time, which are the subject of this Rental Agreement.

"Property" means, with respect to any Person, any and all rights, titles, and interests of such Person in and to any and all property, whether real or personal, tangible or intangible, and wherever situated.

"Purchase and Sale Agreement" means the Purchase, Sale and Option Agreement dated as of the Document Date, from the Issuer to the Company, in substantially the form attached as Exhibit F to the Bond Resolution, as it may hereafter be amended in accordance with the Bond Resolution.

"Purchaser" means DAS Investments, LLC, in its capacity as purchaser of the Bond, and its successors and assigns.

"Renewal Term" means any one of the numbered "Renewal Terms" described in Sections 5.1(b) through 5.1(f), below.

"Rental Agreement" means this Rental Agreement, as it may be amended from time to time.

"Security Document" means the Deed to Secure Debt, Assignment of Rents and Rental Agreements and Security Agreement, dated as of the Document Date, between the Issuer and the Purchaser, its successors and assigns, in substantially the form attached to the Bond Resolution as Exhibit D, as it may hereafter be amended in accordance with the Bond Resolution, securing the Bond.

"State" means the State of Georgia.

"Superior Encumbrances" means all encumbrances and title exceptions on the Project in existence at the time of recording (or delivery if such document is not recorded) of the Security Document relating to the Project and any encumbrances created by any Superior Security Document.

"Superior Security Document" means any deed to secure debt, security agreement or similar instrument or instruments in which the Company or the Issuer (at the request of the Company), or both, now or in the future, pledges the Project (or any portion thereof) or its interest in this Rental Agreement to a Lender; the Issuer may be a grantor or debtor thereunder, but the Issuer's obligations thereunder shall be non-recourse, except that recourse may be had against the Issuer's interest in the collateral pledged under such instrument, other than the Issuer's Unassigned Rights.

"Tenancy Interest" means the interest of the tenant under this Rental Agreement.

"**Tenancy Security Instrument**" means any security instrument, mortgage, deed to secure debt or similar instrument pursuant to which the Company pledges its Tenancy Interest herein to a Lender.

"Tenancy Security Instrument Holder" means a holder of a Tenancy Security Instrument.

"Term" has the meaning provided in Section 5.1 hereof.

"Termination Payment" means a payment equal to the then-Principal Balance of the Bond plus accrued interest on the Bond, which is to be made by the Company for the account of the Issuer to the Bondholder to redeem the Bond at the end of the then-current Initial Term or Renewal Term, as applicable, of this Rental Agreement, if the Company has given a Non-Renewal Notice to the Issuer and the Bondholder as provided in Section 5.1(j) hereof.

"Unassigned Rights" means all of the rights of the Issuer (i) to receive reimbursements and payments pursuant to any provision of this Rental Agreement, including, without limitation, pursuant to Sections 5.3(b) and 10.4 hereof, (ii) to receive notices under or pursuant to any provision of this Rental Agreement, (iii) certain consensual and enforcement rights pursuant to Sections 5.6, 6.3, 6.4, 8.6, 9.1 and 10.2 hereof, and (iv) to be indemnified as provided in Sections 8.4 and 8.10 of this Rental Agreement.

Section 1.2. Construction of Certain Terms. For all purposes of this Rental Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) the use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate;

(2) "this Rental Agreement" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more rental agreements supplemental to this Rental Agreement and entered into pursuant to the applicable provisions hereof;

(3) all references in this instrument to designated "Articles," "Sections," and other subdivisions are to the designated articles, sections, and other subdivisions of this instrument;

(4) the words "herein, "hereof," and "hereunder" and other words of similar import refer to this Rental Agreement as a whole and not to any particular article, section, or other subdivision;

(5) the terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular; and

(6) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, on and as of the date of this Rental Agreement.

Section 1.3. Table of Contents; Titles and Headings. The table of contents, the titles of the articles, and the headings of the sections of this Rental Agreement are solely for convenience of reference, are not a part of this Rental Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.4. Contents of Certificates or Opinions. Every certificate or written opinion delivered by any director or official of the Issuer or the Company with respect to the compliance by the Issuer or the Company with any condition or covenant provided for in this Rental Agreement shall be delivered only after the person or persons signing the same has made such examination or investigation as is reasonably necessary to enable him, her or them to express an informed opinion as to whether or not such covenant or condition has been complied with. Any such certificate or opinion made or given by any director or official of the Issuer or the Company, insofar as it relates to legal or accounting matters, may be made or given in reliance upon an opinion of counsel or a letter of the Company's accountant. Any such opinion of counsel or accountant's letter may be based (insofar as it relates to factual matters with respect to information which is in the possession of a director or an official of the Issuer, the Company or any third party) upon the certificate or opinion of, or representations by, such director or official of the Issuer, the Company or such third party on whom such counsel or accountant may reasonably rely, unless such counsel or such accountant knows that the certificate or opinion or representations with respect to the matters upon which his legal opinion or accountant's letter may be based, as aforesaid, is erroneous or in the exercise of reasonable care should have known that the same was erroneous. The same director or official of the Issuer, the Company or third party, or the same counsel or accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of this Rental Agreement, but different directors, officials, counsel, or accountants may certify or opine to different matters, respectively.

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

Section 2.1. Representations by the Issuer. The Issuer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The Issuer is a public body corporate and politic duly created and validly existing under the laws of the State. The Issuer has all requisite power and authority under the Act and the laws of the State (i) to issue the Bond to finance the costs of acquiring the Project and to finance related costs, (ii) to acquire the Project and to rent the same to the Company for the purposes set forth in, and in accordance with, the Bond Resolution, and (iii) to enter into, perform its obligations under, and exercise its rights under the Issuer Documents.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Issuer, after making due inquiry with respect thereto, threatened against or affecting the Issuer in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by the Issuer Documents or which, in any way, would adversely affect the validity or enforceability of the Bond, the Bond Resolution, this Rental Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Issuer aware of any facts or circumstances presently existing which would form the basis for any such actions, suits, proceedings, inquiries, or investigations.

(c) Issue, Sale, and Other Transactions Are Legal and Authorized. The issue and sale of the Bond, the execution and delivery by the Issuer of the Issuer Documents, and the adoption by the Issuer of the Bond Resolution and the compliance by the Issuer with all of the provisions of each thereof (i) are within the purposes, powers, and authority of the Issuer, (ii) have been done in full compliance with the provisions of the Act and have been approved by the Governing Body of the Issuer, and (iii) the Bond and the Issuer Documents have been duly authorized by all necessary action on the part of the Issuer, have been duly executed, are legal and valid and do not conflict with or constitute on the part of the Issuer a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of the Issuer under the provisions of, any charter instrument, bylaw, indenture, mortgage, deed to secure debt, security agreement, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Issuer is a party or by which the Issuer or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties, which involve the possibility of materially and adversely affecting the transactions contemplated by the Issuer Documents; and (iii) have been duly authorized by all necessary corporate action on the part of the Issuer.

(d) Governmental Consents. Neither the nature of the Issuer nor any of its activities or properties, nor any relationship between the Issuer and any other Person, nor any circumstance in connection with the offer, issue, sale, or delivery of the Bond is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Issuer in connection with the execution, delivery, and performance of the Issuer Documents, the adoption of the Bond Resolution, the consummation of any transaction therein contemplated, or the offer, issue, sale, or delivery of the Bond, except as shall have been obtained or made and as are in full force and effect, provided, however, no representation is made herein as to compliance with the securities or "blue sky" laws of any jurisdiction.

(e) No Defaults. To the knowledge of the Issuer, no event has occurred and no condition exists that would constitute an Event of Default (as such term is used in the various Issuer Documents) 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 Issuer Documents. To the knowledge of the Issuer, the Issuer is not in default or violation in any material respect under the Act or under any charter instrument, bylaw, or other agreement or instrument to which it is a party or by which it may be bound, which would materially and adversely affect the transactions contemplated by the Issuer Documents.

(f) No Prior Pledge. Neither the Project, this Rental Agreement, nor any of the payments or amounts to be received by the Issuer hereunder have been or will be mortgaged, pledged, or hypothecated by the Issuer in any manner or for any purpose or have been or will be the subject of a grant of a security interest by the Issuer other than (i) as security for the payment of the Bond, as provided in the Bond Resolution and the Security Document, or (ii) with the prior written consent of the Company and the Holder, as may be provided in a Superior Security Document or Tenancy Security Instrument.

(g) Compliance with Conditions Precedent to the Issuance of the Bond. All acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery by the Issuer of the Bond do exist, have happened, and have been performed in due time, form, and manner as required by law; the issuance of the Bond, together with all other obligations of the Issuer, do not exceed or violate any constitutional or statutory limitation.

Section 2.2. Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Organization and Power. The Company is a limited liability company duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Georgia, is qualified to do business in the State, and has all requisite power and authority to rent the Project from the Issuer and to enter into, and perform its obligations and exercise its rights under, the Company Documents.

(b) Pending Litigation and Taxes. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Company, threatened against the Company or its Affiliates in any court or by or before any governmental authority or arbitration board or tribunal, 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 or which, in any way, would adversely affect the validity or enforceability of the Company Documents or any agreement or instrument to which the Company is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Company aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. The Company is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal, which would have a material adverse effect on the transactions contemplated by the Company Documents. All tax returns (federal, state, and local) required to be filed by or on behalf of the Company and its Affiliates have been duly filed, and all taxes, assessments, and other governmental charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Company or its Affiliates in good faith, have been paid or adequate reserves have been made for the payment thereof.

(c) Agreements Are Legal and Authorized. The Company Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Company, (ii) have been duly authorized by all necessary and appropriate action on the part of the officers of the Company, (iii) have been duly executed and delivered on the part of the Company, (iv) are legal, valid, and binding as to the Company, subject to bankruptcy, moratorium and other equitable principles and (v) will not conflict with or constitute on the part of the Company a violation of, or a breach of or a default under, any charter instrument, bylaw, indenture, mortgage, deed to secure debt, security agreement, pledge, note, lease, loan, installment sale agreement, contract, or other agreement or instrument to which the Company is a party or by which the Company or its properties are otherwise subject or bound which would have a material adverse impact on the Company's ability to perform its obligations hereunder, or any judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Company or any of its activities or properties.

(d) Enforceability. This Rental Agreement is a legal, valid and binding limited obligation of the Company enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

(e) Governmental Consents. Neither the Company nor any of its activities or properties, nor any relationship between the Company and any other Person, nor any circumstances in connection with the execution, delivery, and performance by the Company of its obligations under the Company Documents is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Company in connection with the execution, delivery, and performance of the Company Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect. To the knowledge of the Company, the Company will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Company is legally required to obtain the same.

(f) No Defaults. To the knowledge of the Company, no event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. 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.

(g) Compliance with Law. To the knowledge of the Company, the Company is not in violation of any laws, ordinances, or governmental rules or regulations (including, without limitation, all Environmental Laws) to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the ability of the Company to perform its obligations under the Company Documents or the transactions contemplated by the Company Documents, and there have been no citations, notices, or orders of noncompliance issued to the Company under any such law, ordinance, rule, or regulation.

(h) Restrictions on the Company. The Company is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects the ability of the Company to perform its obligations under the Company Documents or the transactions contemplated by the Company Documents. The Company is not a party to any contract or agreement that restricts the right or ability of the Company to incur indebtedness for borrowed money or to enter into long-term leases.

(i) Disclosure. The representations of the Company contained in this Rental Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Company to the Issuer or the Purchaser in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Company has not disclosed to the Issuer that materially and adversely affects or in the future may (so far as the Company can now reasonably foresee) materially and adversely affect the acquisition, lease, or operation of the Project or the properties, activities, operations, prospects, revenues, or condition (financial or otherwise) of the Company, or the ability of the Company to perform its obligations under the Company Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by the Bond Documents that has not been set forth in writing to the Issuer and the Purchaser or in the other certificates, documents, and instruments furnished to the Issuer and the Purchaser by or on behalf of the Company prior to the date hereof in connection with the transactions contemplated hereby.

(j) Project Legal Compliance. The operation of the Project in the manner presently contemplated will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law, rule, or regulation applicable to the Project, including, without limitation, Environmental Laws. The Company has caused or will cause the Project to be designed in all material respects in accordance with all applicable federal, state, and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety, and environmental quality. The Company will operate or will cause the Project to be operated in all material respects in compliance with the requirements of all such laws, ordinances, rules, and regulations, including, without limitation, Environmental Laws. The Company further covenants and agrees to comply in all material respects with, or use its reasonable efforts to cause other Persons whose obligation it is to so comply by contract or pursuant to law to comply in all material respects with, and materially conform to, all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, and requirements applicable to the Project, and irrespective of the nature of the work to be done, of every applicable governmental authority, including Environmental Laws applicable to the Project, and all covenants, restrictions, and conditions now or hereafter of record that may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair, or reconstruction of the Project, including building and zoning codes and ordinances (collectively, the "**Legal Requirements**"), provided that the Company shall not be in default hereunder so long as the Company, promptly after receiving an actual written notice of any noncompliance, files a copy thereof with the Issuer, and the Company commences and uses its diligent efforts to cause compliance with such Legal Requirements, and as long as the failure to comply does not subject the Project to any material danger of being forfeited or lost as a result thereof. The Company possesses or will possess, and the Company hereby agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the Project as presently proposed to be operated, and all such licenses, permits, or other approvals required in connection with the operation of the Project have been duly obtained and are in full force and effect except for any such licenses, permits, or other approvals that are not yet required and that will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the operation of the Project. The Company covenants and agrees to do all things necessary to preserve and keep in full force and effect its franchises, rights, powers, and privileges as the same relate to the Project.

(k) Statutory Liens. There are no mechanics' or materialmen's liens or other statutory liens on the Project, and no excavation or work of any character, kind, or description has been or will be commenced nor any material of any description for any construction in connection with the Project delivered on or near the Land prior to the execution of this Rental Agreement, except as the Issuer shall be advised in writing, and in the event the Issuer is so advised in writing of any work or deliveries, the Company will provide the Issuer with waivers of all Liens with respect to such work or deliveries in such form as may be satisfactory to the Issuer.

(l) Utilities. All utility services and facilities necessary for the operation of the Project for its intended purposes are, or will be, available at the Land.

(m) Condemnation. No condemnation or eminent domain proceeding has been commenced and is currently pending or, to the knowledge of the Company, threatened against the Project.

(n) Inducement. The issuance of the Bond by the Issuer for the benefit of the Company has been an inducement to the Company to facilitate the acquisition, construction, renovation, installation and equipping of the Project and to rent the Project from the Issuer.

ARTICLE III

DEMISING CLAUSE; SECURITY; TITLE

Section 3.1. Demise of the Project. The Issuer, as landlord, hereby demises and rents the Project to the Company, as tenant, and the Company hereby rents the Project from the Issuer at the rentals set forth in Section 5.3 hereof and for the Occupancy Term, in accordance with the provisions of this Rental Agreement, subject to Permitted Encumbrances. Nothing in this Rental Agreement shall be construed to require the Issuer to operate the Project other than as landlord. It is the intention of the parties that the interest of the Company hereunder shall be a usufruct under O.C.G.A. § 44-7-1(a) as to the improved real property of the Project owned by the Company, and as a bailment for hire under O.C.G.A. § 44-6-101, as to the personal property of the Project, and not an estate for years. The parties hereto further agree such usufruct and bailment status is evidenced by the fact that various provisions of this Rental Agreement restrict and limit the tenant's rights in the Project to such an extent that the Company does not have the right to use the Project in as absolute a manner as it would have if it were the owner of the Project or a lessee with an estate for years (subject only to rules prohibiting waste), to-wit:

(i) Limitation on Nature of Company's Use. This Rental Agreement provides that the Project may be used only for the limited purposes permitted by the Act and for purposes that are reasonably related to a multi-specialty, outpatient medical office building and related activities and imposes other restrictions on the Company's use of the Project; thus, the Company does not have the right to use the Project in as absolute a manner as it would have if this Rental Agreement granted an estate for years.

(ii) Interest Not Freely Assignable. This Rental Agreement contains certain restrictions on the right of the Company to assign its rights hereunder.

(iii) Issuer's Right to Enforce Compliance with Applicable Laws. In order that the Issuer, as landlord, may control the use of the Project in order to assure that such use is at all times lawful, the parties have provided in this Rental Agreement that the Company's use and occupancy of the Project and its activities thereat shall be conducted at all times in all material respects in accordance with all applicable laws, ordinances, rules and regulations and that the Issuer, as landlord, has the right to enforce such covenants. Notwithstanding anything contained herein to the contrary, the Company shall be entitled, at its sole cost and expense and with prior notice to the Issuer, to contest the application or validity of any such laws, ordinances, rules or regulations.

(iv) Issuer's Rights of Inspection. In order that the Issuer, as landlord, may monitor compliance by the Company, as tenant, with the restrictions and covenants contained in this Rental Agreement, this Rental Agreement provides that the Issuer shall be entitled to inspect the Project, subject to the conditions provided herein.

(v) Repair and Maintenance Covenants. Under current law, if this Rental Agreement were to create an "estate for years" (rather than a usufruct as intended by the parties), the Company, as tenant, would have, under law, the duty to maintain the Project, normal wear and tear excepted, and it would not be necessary to so provide in this Rental Agreement; in this Rental Agreement, the parties hereto, by operation of express covenant and not by operation of law, have provided for the Company, as tenant, to repair and maintain the Project.

(vi) Insurance Covenants. Under current law, the granting of a usufruct and bailment for hire does not automatically impose upon the tenant any obligation to insure the property that is the subject of such grant; however, in this Rental Agreement, the parties, by operation of express covenant and not by operation of law, have provided that the tenant shall be responsible for insuring the Project.

(vii) Taxes and Governmental Charges. Under current law, the granting of a usufruct or a bailment for hire does not impose upon the tenant any obligation to pay taxes, or other governmental charges against the Project that is the subject of such agreement; however, in this Rental Agreement, the parties, by operation of express covenant and not by operation of law, have provided that the Company shall be responsible for any actual *ad valorem* taxes and any governmental charges lawfully levied on the Project.

(viii) No Purchase Option in this Rental Agreement. This Rental Agreement does not grant to the Company an option to purchase the Project. Further, the purchase of the Project at the end of the Occupancy Term is not required by this Rental Agreement. Hence, if the option contained in the Purchase and Sale Agreement is not exercised as provided therein, then the Issuer would retain title to the Project.

(ix) Constraints on Company's Form of Business Organization. The Company has agreed, as provided in this Rental Agreement, particularly Section 7.03 hereof, to maintain its corporate existence while the Bond is outstanding and to remain a limited liability company for the term of this Rental Agreement.

(x) Other Restrictions. There are numerous other restrictions causing the Company to take only a circumscribed and limited use of the Project, such limitations including those others listed above.

Section 3.2. Security for Payments Under the Bond. As security for the payment of the Bond, the Issuer has adopted the Bond Resolution, under the terms of which the Issuer shall execute and deliver to the Purchaser the Security Document, in which the Issuer shall grant unto the Purchaser, its successors and assigns, security title to the Project and shall assign unto the Purchaser, its successors and assigns, all of the right, title, interest, and remedies of the Issuer in, to, and under this Rental Agreement (except the Unassigned Rights), together with all rents, revenues, and amounts to be received by the Issuer hereunder (except for amounts the Issuer shall be entitled to receive and retain on account of being included in such Unassigned Rights), as security for, among other things, the payment of the Bond. Subject to Section 5.4 hereof and applicable provisions of the Bond Resolution and the Bond Documents, the Company hereby agrees that its obligations to pay Basic Rent under this Rental Agreement shall be absolute and shall not be subject to any defense, except payment, or to any right of set off, counterclaim, or recoupment arising out of any breach by the Issuer of any obligation to the Company, whether hereunder or otherwise, or arising out of any indebtedness or liability at any time owing to the Company by the Issuer, except as provided in Section 6.3(b) of this Rental Agreement; provided, however, the Company shall not be obligated to pay Basic Rent if for any reason the Company is prevented or prohibited from receiving Debt Service during a period when the Company or an Affiliate thereof is also the Holder. Notwithstanding anything to the contrary herein, the Issuer and the Company agree that all payments of Basic Rent required to be made by the Company under this Rental Agreement shall be paid directly or credited against the Debt Service due to the Holder as provided in the Bond Resolution and the applicable Bond Documents. The Holder shall have all rights and remedies herein accorded to the Issuer (except for Unassigned Rights), and any reference herein to the Issuer shall be deemed, with the necessary changes in detail, to include the Purchaser or if the Bond shall have been transferred to a successor Holder, shall be deemed to include such successor Holder and the Purchaser or successor Holder shall be deemed to be and is a third party beneficiary of the representations, covenants, and agreements of the Company in favor of the Issuer herein contained (except for covenants and agreements pertaining to the Unassigned Rights).

Section 3.3. Warranties and Covenants of Issuer as to Title.

(a) The Issuer warrants that (i) the Issuer has the right to acquire good and marketable fee simple title to the Land pursuant to the Purchase and Sale Agreement, (ii) the Issuer has the right to acquire legal title to the Improvements and good and merchantable title to the Equipment pursuant to the Purchase and Sale Agreement, and (iii) the Company is required to convey the Project to the Issuer free of all adverse claims and Liens, other than Permitted Encumbrances, pursuant to the Purchase and Sale Agreement.

(b) The Issuer disclaims any interest in any items of equipment and related personal property that are neither acquired with proceeds of the Bond nor Additions or Alterations, replacements or substitutions therefor. The Issuer warrants and covenants that, except for this Rental Agreement and the Security Document, the Issuer shall not otherwise encumber the Project or any part thereof without the prior written consent of the Company, the Holder and any Lender (if any is known to the Issuer). The Issuer covenants to take all acts necessary to defend its title to the Project and will do no act (except as permitted by Section 9.2 hereof) to impair such title, provided that the cost of such action is paid for in advance by the Company, or the Issuer is indemnified for such costs by the Company to the Issuer's satisfaction. The Issuer makes no warranty as to the design, suitability, condition or fitness for purpose of the Project. The Issuer agrees that it shall, upon request of the Company, join where necessary in any proceeding to protect and defend the Issuer's title in and to the Project, provided that the Company shall pay the entire cost of any such proceeding, and reimburse and indemnify and hold harmless the Issuer from any cost or liability whatsoever. The Issuer acknowledges and agrees that the termination of this Rental Agreement will not terminate or adversely impact any sublease of the Project.

Section 3.4. Warranties and Covenants of Company as to Title. The Company shall take such actions as are necessary to cause title to the Project to vest in the Issuer subject to this Rental Agreement and the Permitted Encumbrances.

The Company warrants that the Issuer will receive good and marketable fee simple title to the Land when conveyed pursuant to the Purchase and Sale Agreement. For the purposes of this Rental 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 Encumbrances, herein defined.

The Company shall take such actions as are necessary to cause title to the Project to vest in the Issuer subject to this Rental Agreement and Permitted Encumbrances. The Company agrees to protect, preserve, and defend the Issuer's interest in the Project and its title thereto, to appear and defend such interest and title in any action or proceeding affecting or purporting to affect the Project, and to pay on demand all reasonable costs and expenses actually incurred by the Issuer in or in connection with any such action or proceeding, including reasonable attorneys' fees, as described in Section 10.4 of this Rental Agreement, whether any such action or proceeding progresses to judgment and whether brought by or against the Issuer. The Issuer shall be reimbursed for any such costs and expenses in accordance with the provisions of Section 6.6 hereof. If the Company does not take the action contemplated herein, the Issuer may, but shall not be under any obligation to, appear or intervene in any such action or proceeding and retain counsel therein and defend the same or otherwise take such action therein as it may be advised and may settle or compromise the same and, in that behalf and for any of such purposes, may expend and advance such sums of money as it may deem necessary, and such sums shall be an advance payable in accordance with Section 6.6 of this Rental Agreement.

Section 3.5. Acknowledgement of Subordination. Except for the Unassigned Rights of the Issuer, this Rental Agreement is subject and subordinate in all respects to any Superior Security Document, to all other Liens granted by the Company to the holder of such Superior Security Document with respect to or in connection with the indebtedness secured by such Superior Security Document, and to all modifications, extensions, refinancings (where such Liens continue), or renewals of such lien.

Section 3.6. Agreement of the Issuer to Execute Amendments to Rental Agreement. The Issuer and the Company understand and agree that portions of the Land, Improvements, and/or Equipment may be removed from this Rental Agreement in accordance with the provisions hereof and that certain improvements or items of personal property may be conveyed by the Company to the Issuer from time to time hereafter. The Issuer agrees, at the request of the Company, to execute from time to time an Amendment to Rental Agreement in the form contained as Exhibit C hereto without further action of its part unless further action is otherwise required under the provisions hereof.

ARTICLE IV

ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF THE PROJECT; ISSUANCE OF THE BOND; FUNDS

Section 4.1. Agreement to Acquire, Construct, Equip and Install the Project. The Company may, using its own funds, pay any of the Costs of the Project, and acquire any property which is to be a part of the Project in its own name, for the purpose of the later transfer of such property by the Company to the Issuer upon completion of the Project pursuant to the Purchase and Sale Agreement. The Company is not authorized to and will not obligate the Issuer for any of the costs of completing the Project. The Company may make changes in the Project, so long as such changes do not cause the Project to be unsuitable for its intended purpose for use as a multi-specialty, outpatient medical office building and related activities or to fail to constitute a "project" under the Act or to violate any applicable provisions of law. Any contracts for the construction of any improvements that are a part of the Project shall be let by the Company as a principal, and not as agent of the Issuer.

Section 4.2. Agreement to Issue the Bond. In order to provide funds to acquire the Project from the Company, the Issuer agrees to issue the Bond to the Purchaser pursuant to the terms of the Bond Resolution and the Bond Purchase Loan Agreement. The Purchaser is the Company and thus the Company is the "Holder" and the "Bondholder" as those terms are used in this Rental Agreement.

Section 4.3. Application of Proceeds. Any cash proceeds of the Bond shall be used to pay or reimburse Costs of the Project and issuance costs of the Bond.

Section 4.4. Draws under the Bond Purchase Loan Agreement. In Section 4.9 below, the Issuer has authorized the Company to act as its agent for the purpose of requesting advances under the Bond Purchase Loan Agreement to pay or reimburse the Costs of the Project in one or more disbursements, upon the submission by the Company to the Purchaser of a disbursement request in the form attached to the Bond Purchase Loan Agreement. Such disbursement requests must be signed by an Authorized Company Representative. It is agreed that advances under the Bond Purchase Loan Agreement may be made by the Purchaser transferring to the Issuer, at the Purchaser's cost, items of property that are to be a part of the Project, and in such case the same shall be treated as a receipt by the Project Fund of an amount equal to such Costs of the Project and a disbursement of such amount to the Purchaser in payment of the purchase price of such property.

The Bond may be issued in exchange for the Project as it then exists. An amount equal to the Costs of the Project theretofore incurred and any issuance costs of the Bond that the Company elects to include in the initial request for advance under the Bond Purchase Loan Agreement shall be submitted to the Purchaser and the amount thereof shall be the initial Principal Balance of the Bond. Thereafter, the Company, as agent for the Issuer under Section 4.9 below, may request additional advances under the Bond Purchase Loan Agreement, if any are needed, to evidence additional amounts expended by the Company for Costs of the Project, provided that the aggregate amounts drawn down from time to time shall not exceed the Maximum Principal Amount of the Bond, and no draws shall be made after the "Expiration Date" provided for in the Bond Purchase Loan Agreement. In the case of advances for equipment or other personal property, a bill of sale transferring such equipment or personal property shall be attached to the request for advance. Amounts so drawn down shall be deemed disbursed at the direction of the Company, as agent of the Issuer, to pay or to reimburse the Company for Costs of the Project described in this Section and Section 5.3 of the Bond Resolution. Draw requests shall comply with the requirements of the Bond Purchase Loan Agreement and any other agreements between the Company and the Issuer. The amounts drawn down are to be noted by the Holder on the Schedule of Advances and Payments attached to the Bond.

The Company, when requesting draws under the Bond Purchase Loan Agreement on behalf of the Issuer, may request the Purchaser, or any successor Holder that has assumed the Purchaser's obligations, to advance cash under the Bond Purchase Loan Agreement, to make payments for Costs of the Project and payments in reimbursement for Costs of the Project directly to (i) contractors, materialmen, vendors and Persons providing services in connection with the Project and the Bond, (ii) the Company or any Affiliate of the Company to reimburse Costs of the Project, or (iii) any combination of the foregoing, in which case the Company shall reflect such draws and payments on its books relating to the Project.

Notwithstanding the foregoing in this Section 4.4, the Company has agreed to sell and convey the Project to the Issuer, and the Issuer has agreed to purchase and take the Project from the Company, only after the completion of the construction and installation thereof, subject to and in accordance with all of the terms and conditions of the Purchase and Sale Agreement. Accordingly, it is contemplated that the Company will submit a single disbursement request for an advance under the Bond Purchase Loan Agreement in order for the Issuer to pay the purchase price for the completed Project on the Project Closing Date (as defined in the Purchase and Sale Agreement) as specified in Article I of the Purchase and Sale Agreement.

Section 4.5. Obligation of the Parties to Cooperate in Furnishing Documents; Reliance of the Custodian. Upon payment of any expenses of the Issuer incurred pursuant to Section 5.3(b)(i) hereof, the Issuer agrees to cooperate with the Company in furnishing to the Purchaser the documents referred to in Section 4.4 hereof that are required to effect disbursements of Bond proceeds in accordance with Section 4.4 hereof. In making any such disbursements, the Purchaser may rely on any such orders and certifications delivered to it pursuant to Section 4.4 hereof.

Section 4.6. Excess Costs. The Issuer does not make any warranty, either express or implied, that the amounts which may be drawn down under the Bond Purchase Loan Agreement will be sufficient for the payment of all of the Costs of the Project. The Company agrees that it shall not be entitled to any reimbursement for any costs in excess of the Maximum Principal Amount of the Bond from the Issuer or from the Holder, nor shall it be entitled to any diminution of the amounts payable under Section 5.3(a) hereof.

Section 4.7. Authorized Company and Issuer Representatives and Successors. See the definitions in Section 1.1 hereof, of the terms "Authorized Company Representative" and "Authorized Issuer Representative" relating to the designation thereof. In the event that any person so designated should become unavailable or unable to take any action or make any certificate provided for or required in this Rental Agreement, a successor or additional Authorized Company Representative or Authorized Issuer Representative shall be appointed.

Section 4.8. Enforcement of Remedies Against Contractors and Subcontractors and Their Sureties and Against Manufacturers and Vendors.

(a) The Issuer hereby authorizes the Company, on its own behalf, to take such action and institute such proceedings as the Company may elect in its sole discretion to cause and require all manufacturers, fabricators, vendors, contractors and subcontractors and suppliers to complete their contracts relating to the Project diligently in accordance with the terms of such contracts, including, without limitation, the correction of any defects. The Issuer agrees that the Company may, from time to time, in its own name take such action as the Company may elect in its sole discretion against such manufacturers, fabricators, vendors, contractors and subcontractors and suppliers, and their sureties, to insure the proper acquisition, construction, equipping and installation of the Project.

(b) All plans, specifications, drawings and similar documentation governing the planning, development, construction and improvement of the Project or any portion thereof may be prepared, amended, supplemented or replaced, as the case may be, at the sole discretion of the Company so long as the elements of the Project covered thereunder are consistent with the objectives and requirements of the Act and the general description of the Project in this Rental Agreement. The Company may engage or disengage architects, engineers and other professionals in the preparation of all such work product.

(c) All warranties, bonds, letters of credit or other security or other undertakings furnished by or on behalf of any contractors, subcontractors, fabricators, vendors, manufacturers or suppliers which provide labor or materials (including building fixtures) for the Project shall be in the name of the Company for the benefit of the Issuer, the Holder, and the Company and may be enforced by the Company, at its own risk and expense, without consultation with or direction by either the Issuer or the Holder.

(d) The Issuer hereby authorizes the Company on its own behalf, and at the sole expense of the Company, to take such action and institute such proceedings as the Company may elect in its sole discretion to cause and require any contractors, subcontractors, fabricators, vendors, manufacturers and suppliers that have provided labor or materials (including building fixtures) for the Project to fulfill their warranties and contractual responsibilities diligently in accordance with the terms of any purchase or installation contracts, including, without limitation, the correction of any defective parts or workmanship. The Issuer agrees that the Company may, from time to time, take such action as the Company may elect, in its sole discretion, to insure the conformity of the Project to the specifications therefor.

Section 4.9. Appointment of Agent. The Issuer hereby authorizes the Company to act as its agent of and attorney-in-fact for the Issuer for purposes of:

(a) requesting advances to pay Costs of the Project pursuant to the Bond Purchase Loan Agreement;

(b) serving as, or appointing a, Registrar, Custodian and Paying Agent for the Bond;

(c) requesting funds from the Custodian of the Project Fund for the Project to pay the costs thereof, as provided in this Rental Agreement, provided that any contracts in connection therewith shall be by the Company as a principal and not as agent of the Issuer.

The Company hereby accepts the appointment described above and agrees to perform the duties contemplated thereby in accordance with the terms of this Rental Agreement and the Bond Purchase Loan Agreement. The Company agrees to perform such services, without charge, in consideration of the Issuer's issuance of the Bond and the leasing of the Project to the Company. The Company shall be entitled to reimbursement for expenditures that constitute Costs of the Project, but only to the extent that proceeds of the Bond are available for such purpose, and shall be entitled to reimbursement for expenditures relating to the restoration or replacement of the Project, or portions thereof, which are damaged or destroyed by casualty or taken by eminent domain, but only to the extent that the amounts in the Project Fund for the Project (including Net Proceeds of casualty insurance or any eminent domain award, any funds deposited therein by the Company, and any investment income thereon) are available therefor.

ARTICLE V

TERM; RENTAL PROVISIONS; NATURE OF OBLIGATIONS OF COMPANY

Section 5.1. Term.

(a) [**THIS SECTION 5.1 TO BE UPDATED TO ALIGN TO FULL TERM]** This Rental Agreement shall become effective upon the Effective Date. The initial term hereof (the "**Initial Term"**) shall expire at 5:00 o'clock, p.m., Lawrenceville, Georgia, time on the day before the fourth (4th) anniversary of the Commencement Date.

(b) Provided that this Rental Agreement is in full force and effect and the Company is not in default under the terms hereof beyond any applicable notice and cure period provided for herein, the Issuer hereby grants to the Company the option to renew the Term of this Rental Agreement on the terms stated herein, except as otherwise provided herein, for a renewal period ("**First Renewal Term**") expiring at 5:00 o'clock, p.m., Lawrenceville, Georgia, time on the day before the fourth (4th) anniversary of the expiration date of the Initial Term.

(c) Provided that this Rental Agreement is in full force and effect and the Company is not in default under the terms hereof beyond any applicable notice and cure period provided for herein, the Issuer hereby grants to the Company the option to renew the Term of this Rental Agreement on the terms stated herein, except as otherwise provided herein, for a renewal period ("**Second Renewal Term**") expiring at 5:00 o'clock, p.m., Lawrenceville, Georgia, time on the day before the fourth (4th) anniversary of the expiration date of the First Renewal Term.

(d) Provided that this Rental Agreement is in full force and effect and the Company is not in default under the terms hereof beyond any applicable notice and cure period provided for herein, the Issuer hereby grants to the Company the option to renew the Term of this Rental Agreement on the terms stated herein, except as otherwise provided herein, for a renewal period ("**Third Renewal Term**") expiring at 5:00 o'clock, p.m., Lawrenceville, Georgia, time on the day before the fourth (4th) anniversary of the expiration date of the Second Renewal Term.

(e) Provided that this Rental Agreement is in full force and effect and the Company is not in default under the terms hereof beyond any applicable notice and cure period provided for herein, the Issuer hereby grants to the Company the option to renew the Term of this Rental Agreement on the terms stated herein, except as otherwise provided herein, for a renewal period ("**Fourth Renewal Term**") expiring at 5:00 o'clock, p.m., Lawrenceville, Georgia, time on the day before the fourth (4th) anniversary of the expiration date of the Third Renewal Term.

(f) Provided that this Rental Agreement is in full force and effect and the Company is not in default under the terms hereof beyond any applicable notice and cure period provided for herein, the Issuer hereby grants to the Company the option to renew the Term of this Rental Agreement on the terms stated herein, except as otherwise provided herein, for a renewal period ("**Fifth Renewal Term**") expiring at 5:00 o'clock, p.m., Lawrenceville, Georgia, time on _____ 1, 20__.

(g) The foregoing provisions are subject to the provisions of this Rental Agreement permitting earlier termination hereof.

(h) The foregoing notwithstanding, the covenants and obligations expressed herein to so survive shall survive the expiration or termination of this Rental Agreement.

(i) The "**Term**" of this Rental Agreement shall be the Initial Term; if renewed for a Renewal Term, the Term shall then be the Initial Term and each Renewal Term; and if extended pursuant to the Purchase and Sale Agreement, the Term shall include such extension. The Issuer and the Company intend and agree that at no point in time shall the Company have an interest under this Rental Agreement for a period of time longer than four (4) years.

(j) Each renewal option shall be deemed to be exercised automatically unless the Company, at least one hundred eighty (180) days prior to the expiration of the then-current Initial Term or then current Renewal Term, as applicable, delivers a Non-Renewal Notice to the Issuer and to the Holder of the Bond. If the Company delivers such a Non-Renewal Notice, then the Company shall make a Termination Payment to the Holder of the Bond for the account of the Issuer in the amount required by the definition of "Termination Payment," and such Termination Payment shall accompany such Non-Renewal Notice delivered to the Holder of the Bond. Notwithstanding anything to the contrary herein, the Issuer and the Company agree that, so long as the Company, the Custodian, and the Holder are the same, any Termination Payment required to be made by the Company under this Rental Agreement shall be deemed paid directly or credited against the then-Principal Balance of the Bond plus accrued interest on the Bond as provided herein and in the Bond Resolution and the applicable Bond

Documents, and such deemed payment or credit shall simply be noted in such Non-Renewal Notice delivered to the Holder of the Bond.

Section 5.2. Delivery and Acceptance of Possession. The Issuer agrees to deliver to the Company sole and exclusive possession of the Project upon the Occupancy Date (subject to Permitted Encumbrances and the right of the Issuer to enter thereon for inspection purposes and subject to the other provisions of Section 8.2 hereof), and the Company agrees to accept possession of the Project upon the Occupancy Date through the remaining duration of the Term (the "**Occupancy Term**"). The Issuer covenants and agrees that it shall not take any action to prevent the Company from having possession and enjoyment of the Project during the Occupancy Term from any party claiming by, through or under the Issuer and shall, at the request of the Company, if indemnified by the Company, cooperate with the Company in order that the Company may have peaceful possession and enjoyment of the Project from any other party.

Section 5.3. Rents and Other Amounts Payable.

(a) Basic Rent: Until the Principal Balance of, redemption premium, if any, and interest on the Bond shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Bond Resolution, the Company shall pay to the Holder, for the account of the Issuer, as Basic Rent for the Project on or before 11:00 a.m., Atlanta, Georgia time, on each date on which Debt Service on the Bond is due, a sum equal to the amount payable on that date as Debt Service on the Bond, as provided in the Bond and in the Bond Resolution. Such Basic Rent payments shall be applied to and credited as Debt Service payments on the Bond. Any installment of Basic Rent not received by the Holder when due shall continue as an obligation of the Company until paid and shall bear interest at the rate of interest on the Bond to which such installment of Basic Rent relates.

(b) Additional Rent:

(i) The Company agrees that, during the Term, it shall pay directly to the Issuer, as Additional Rent, an amount sufficient to reimburse the Issuer for all reasonable expenses and advances reasonably incurred by the Issuer hereunder in connection with the Project subsequent to the execution of this Rental Agreement, including, but not limited to, the reasonable fees and expenses of counsel for the Issuer incurred as a result of the failure of the Company to comply in any material respect with the terms of this Rental Agreement or incurred as a result of matters which are subject to payment or indemnification by the Company under this Section 5.3(b) or Sections 6.6, 8.4, 8.10 or 10.4 hereof. All payments of Additional Rent described in this paragraph shall be billed to the Company by the Issuer from time to time, together with a statement certifying that the amount for which reimbursement is sought for one or more of the above-described expenditures has been incurred or paid by the Issuer. Amounts so billed shall be paid by the Company within thirty (30) days after receipt of the bill by the Company, which shall contain reasonable detail; the right of the Issuer to payments under this paragraph is one of the Unassigned Rights.

(ii) The Company agrees that, during the Term, if at any time the Company is not the Holder, it shall pay directly to the Holder, as Additional Rent, an amount sufficient to reimburse the Holder for all expenses and advances reasonably incurred by the Holder hereunder in connection with the Project subsequent to the execution of this Rental Agreement, including, but not limited to, the reasonable fees and expenses of counsel for the Holder incurred as a result of the failure of the Company to comply in any material respect with the terms of this Rental Agreement or incurred as a result of matters which are subject to indemnification by the Company under this Section 5.3(b)(ii) or Sections 6.6, 8.4, 8.10 or 10.4 hereof. All payments of Additional Rent described in this paragraph shall be billed to the Company by the Holder from time to time, together with a statement. If the bill relates to a reimbursement, such statement shall certify that the amount for which reimbursement is sought for one or more of the above-described expenditures has been incurred or paid by the Holder. Amounts so billed shall be paid by the Company within thirty (30) days after receipt of the bill by the Company which shall contain reasonable detail. The Holder shall be a third-party beneficiary of this Section 5.3(b)(ii) and shall be entitled to enforce the same against the Company, subject to the provisions of this Rental Agreement.

(iii) In addition to all other Additional Rent required by this Section 5.3(b), the Company shall pay an annual administrative fee directly to the Issuer, as Additional Rent, due and payable on or before June 1 in each year during the Term, equal to the amount for each such year as set forth on Schedule 5.3(b)(iii) attached hereto and by this reference made a part hereof, but subject to the credit provisions of Section 6.3(b) hereof.

(iv) In the event the Company shall fail to make any of the payments required in this Section 5.3(b), the unpaid amount shall continue as an obligation of the Company until fully paid.

Section 5.4. Place of Rental Payments. The Basic Rent provided for in Section 5.3(a) hereof, shall be paid directly to the Holder for the account of the Issuer in the manner provided in the Bond or in the Bond Resolution for the payment of Debt Service on the Bond. Such payments shall be made in lawful money of the United States of America; provided, however, that so long as the Company is both the tenant of the Project and the Holder of the Bond, such payments shall be deemed to have been made when due, without the necessity of any funds being transmitted or any records being maintained with respect to the Sinking Fund.

The Additional Rent provided for in Section 5.3(b)(i) and (iii) and any interest on late payments thereof shall be payable directly to the Issuer. The Additional Rent provided for in Section 5.3(b)(ii) and any interest on late payments thereof shall be payable directly to the Holder.

Section 5.5. Nature of Obligations of Company Hereunder.

(a) Subject to Section 5.4 hereof and the Bond Documents, the obligations of the Company to make the payments required in Section 5.3 hereof shall be absolute and unconditional irrespective of any defense or any rights of set-off, recoupment, or counterclaim, except payment, it may otherwise have against the Issuer or the Holder, but subject to the credit provisions of Section 6.3(b) hereof; provided, however, the Company shall not be obligated to pay Basic Rent if, for any reason, the Company is prevented or prohibited from receiving Debt Service during a period when the Company or an Affiliate is also the Holder, irrespective of the reason therefor.

The Company agrees that it shall not suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue any payments provided for in Section 5.3(a) hereof, except as provided in Section 11.1 hereof, terminate its obligations under this Rental Agreement, for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Company to occupy or to use the Project as contemplated in this Rental Agreement or otherwise, any change or delay in the time of availability of the Project, any acts or circumstances which may impair or preclude the use or possession of the Project, any defect in the title, design, operation, merchantability, fitness, or condition of the Project or in the suitability of the Project for the Company's purposes or needs, failure of consideration, any declaration or finding that the Bond is unenforceable or invalid, the invalidity of any provision of this Rental Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or the use of all or any part of the Project, failure of the Issuer's title to the Project or any part thereof, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Rental Agreement.

(b) Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained. In the event the Issuer should fail to perform any such agreement on its part, the Company may institute such action against the Issuer as the Company may deem necessary to compel performance so long as such action does not abrogate the Company's obligations hereunder. The Issuer hereby agrees, to the extent legally permissible, that it shall not take or omit to take any action that would cause this Rental Agreement to be terminated without the prior written consent of the Holder of the Bond and any Tenancy Security Instrument Holder.

(c) The Company may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Issuer in any such action or proceeding if the Company shall so request, including without limitation, to join in any legal or administrative proceeding, at the request of the Company, so long as the Company indemnifies the Issuer to the Issuer's satisfaction.

Section 5.6. Restrictions on the Use of Project. The Issuer and the Company hereby acknowledge and agree that the Project constitutes a "project" under the Act. The Project may be used and occupied only for the limited purposes expressly permitted by the Act and this Rental Agreement for purposes that are reasonably related to a multi-specialty, outpatient medical office building and related activities, including, without limitation, subletting or licensing the use of any portion of the Project to any other Person engaged in such activities. The Company shall not permit the Project, or any part thereof, to be used in any manner that would violate any applicable law in any material respect. The Issuer is imposing the aforesaid restrictions on the use of the Project to prevent and restrict the Company from expanding the scope, nature and kind of its operations, which the Issuer and the Company consider to be a severe restriction. The Issuer's right to enforce this covenant shall be among the Unassigned Rights.

ARTICLE VI

MAINTENANCE, TAXES, INSURANCE AND EMINENT DOMAIN

Section 6.1. Maintenance of Project. The Issuer shall not be under any obligation to renew, repair, or maintain any portion of the Project or to remove and replace any inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary portion thereof. The Company agrees that during the Term it shall at its own expense (i) keep the Project in as reasonably safe condition as its operations shall permit; (ii) keep the Improvements and all other improvements forming a part of the Project in good repair and in good operating condition, making from time to time all necessary and proper repairs thereto and renewals and replacements thereof, including external and structural repairs, renewals, and replacements; and (iii) use the Equipment in the regular course of its business only, within the normal capacity of the Equipment, without abuse, and in a manner contemplated by the manufacturer thereof, and cause the Equipment to be maintained in accordance with the manufacturer's then currently published standard maintenance contract and recommendations. Further, the Company agrees to operate the Project economically, efficiently, and consistently with good business practices and with relevant standards established by relevant trade associations. The Company, at its own expense, may from time to time make any Additions or Alterations and any modifications, upgrades, replacements and substitutions to the Project that it may deem desirable for its business purposes that do not adversely affect the operation or value of the Project and so long as same are reasonably in furtherance of a multi-specialty, outpatient medical office building and related activities and a "project" within the meaning of the Act, and expenses incurred in connection with such Additions or Alterations, modifications, upgrades, replacements and substitutions shall be deemed Costs of the Project, unless otherwise elected by the Company pursuant to Section 4.1 hereof. Subject to the provisions of Sections 3.3, 4.1, and 9.7 hereof, such Additions or Alterations and any modifications, upgrades, replacements and substitutions to the Project so made shall become a part of the Project. The Company shall not do, or permit any other Person under its control to do, any work in or about the Project or related to any repair, rebuilding, restoration, replacement, alteration of, or addition to the Project, or any part thereof, unless the Company or such other Person shall have first procured and paid for all requisite municipal and other governmental permits and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable laws, ordinances, governmental regulations, and requirements. Notwithstanding the foregoing, in the event any part of the Project, or any part thereof, is damaged or destroyed by casualty, the Company's obligations to repair or replace the Project, or such portion thereof so damaged or destroyed, shall be governed exclusively by Article VII hereof.

The Company shall not permit any mechanics' or materialmen's or other statutory liens other than Permitted Encumbrances to be perfected or remain against the Project for labor or materials furnished in connection with the Project and any Additions or Alterations so made by it, provided that it shall not constitute an Event of Default hereunder upon such lien being filed, if the Company shall promptly notify the Issuer of any such liens, and the Company in good faith promptly contests such liens in accordance with the provisions of Section 6.9 hereof. The Company shall not do or permit others under its control to do any work in or about the Project or related to any repair, rebuilding, restoration, replacement, alteration of, or addition to the Project, or any part thereof, unless the Company shall have first procured and paid for all requisite municipal and other governmental permits and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning, and other laws, ordinances, governmental regulations, and requirements and in accordance with the Insurance Requirements.

Section 6.2. Removal of Fixtures or Equipment. The Company shall not be under any obligation to renew, repair, or replace any inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary fixtures or items of Equipment that are a part of the Project. If any fixture, item of Equipment or parts thereof have become obsolete or worn out, the Company, in its sole and absolute discretion, at its own expense may remove from the Project such fixtures, item of Equipment or parts thereof and dispose of them (as a whole or in part) without any responsibility or accountability to the Issuer therefor, in which case the removed property shall cease to be a part of the Project. At the written request of the Company, the Issuer shall execute such instruments as shall be required to convey title to any such removed fixture or parts thereof to the Company, to the purchaser thereof or to the person accepting the same as a trade in and the Holder shall release the lien and security interest of the Security Document therein. The removal from the Project of any fixture, item of Equipment or parts thereof pursuant to the provisions of this Section shall not entitle the Company to any abatement or diminution of the rental payments payable under Section 5.3 hereof (except to the extent that a prepayment of principal or a credit in reduction of principal of the Bond may result in a reduction of Debt Service on the Bond and a corresponding reduction in the Basic Rent hereunder).

Section 6.3. Taxes, Other Governmental Charges, and Utility Charges.

(a) The Company shall, throughout the Term, duly pay and discharge, or cause to be paid and discharged, as the same become due and payable: (i) all taxes, special assessments for benefits and governmental charges of any kind whatsoever that may (on account of a change in law or otherwise) at any time be lawfully assessed or levied against or with respect to the interests of the Issuer, of the Company and of the Holder in the Project, including, without limiting the generality of the foregoing, all ad valorem taxes or payments in lieu of such taxes lawfully assessed upon the Company's rights in and to the Project and all sales and use taxes lawfully assessed upon the Issuer or the Company in connection with the Project, (ii) any taxes levied upon or with respect to the rents payable under this Rental Agreement to the Issuer, (iii) all utility and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Project, and (iv) other levies, permit fees, inspection and license fees and all other charges imposed upon or assessed against the Project or any part thereof or upon the revenues, rents, issues, income and profits of the Project or arising in respect of the occupancy, uses or possession thereof.

(b) It is the understanding of the parties that, under the Act, the Issuer does not pay property taxes on its interest in the Project. The Company's interest in the Project is a mere usufruct and bailment for hire (which are not separately taxable estates) and not an estate for years (which would be an estate in which the Tenancy Interest would be taxable based on the value of the Tenancy Interest). Thus, during the Term of this Rental Agreement (but without regard to any provisions hereof that are stated to survive the expiration or termination of this Rental Agreement), the parties hereto contemplate that the Company shall be liable for no actual ad valorem property taxes on its tenancy or bailment for hire interest in the Project. Notwithstanding anything herein to the contrary, the Issuer cannot and does not warrant, guaranty or promise any particular ad valorem tax treatment resulting from this Rental Agreement. In the event that (1) any tangible property interest of the Company in the Project becomes subject to ad valorem property taxation during the period of time that title to the Project is vested in the Issuer or (2) this Rental Agreement is determined to grant to the Company a "special franchise" or an "unenumerated franchise" within the meaning of Article 9 of Chapter 5 of Title 48 of the Official Code of Georgia Annotated or any successor statutes, the amounts to be paid hereunder as the annual administrative fee component of Additional Rent required by Section 5.3(b)(iii) (but not any other component of Additional Rent) for any year shall be reduced (but not below zero), or refunded by the Issuer, if already paid by the Company, by the actual payments paid by the Company to the City (but not by any payments paid by the Company to any other taxing entity) for such year as ad valorem property taxes on the Company's tangible property interest in the Project or on any special franchise or unenumerated franchise determined to be granted by this Rental Agreement, other than special assessments. The Company shall furnish to the Issuer and to any Lender, upon request, validated receipts showing the payment of any ad valorem property taxes on the Company's tangible property interest in the Project or on any special franchise or unenumerated franchise determined to be granted by this Rental Agreement.

(c) In the event that the Tax Commissioner of Gwinnett County or any other tax collector or taxing entity attempts to collect ad valorem property taxes from the Company on its interest in the Project or on any special franchise or unenumerated franchise determined to be granted by this Rental Agreement, the Company may, in its sole discretion, exercise commercially reasonable efforts to contest the collection of such ad valorem property taxes. To the extent that the Issuer's cooperation is required in order to contest or to challenge any such assertion, the Issuer shall cooperate with the Company in any such contest.

(d) Upon notifying the Holder and the Issuer of its intention to do so, the Company may, at its own expense and in its own name and behalf or in the name and behalf of the Issuer and in good faith, contest any other such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, but only so long as neither the Project nor any part thereof will be subject to imminent loss or forfeiture by reason of such nonpayment. The Issuer shall cooperate fully with the Company in any such contest.

(e) Both the Issuer and the Holder shall be entitled to enforce the provisions of this Section, and the Issuer's right to enforce the same is one of the Unassigned Rights.

Section 6.4. Insurance Required.

(a) Throughout the Term, the Company shall insure or shall cause to be insured at its own expense, the Project against such casualties and personal injury risks as is consistent with its insurance practices in effect from time to time with respect to medical office buildings similar in size to and services provided by the Project, and shall maintain or cause to be maintained at its own risk workers' compensation insurance as required by law relating to individuals working at the Project. In lieu of separate insurance policies, such insurance may be in the form of a blanket insurance policy or policies of the Company. Insurance policies may be written with deductible amounts and exceptions and exclusions as the Company deems necessary in the normal course of its business. The Company shall be named as insured and the Issuer and any Lender (if required by such Lender) shall be named additional insureds under any such liability insurance policy or policies. The holder of the Superior Security Document shall be named as mortgagee and first loss payee and the Issuer as a loss payee under any property insurance policy or policies.

If any liability insurance required under the provisions of this Rental Agreement shall be written on a "claims made" basis, then such insurance shall include (i) a retroactive date (as such term is specified in each of such policies) that is no later than the Project Closing Date (as such term is defined in the Purchase and Sale Agreement), and (ii) each time any policy written on a "claims made" basis is not renewed or the retroactive date of such policy is to be changed, the Company shall obtain for each such policy or policies the broadest extended reporting period coverage, or "tail", reasonably available in the commercial insurance market for each such policy or policies. In the alternative, the Company can meet the requirements of this section by obtaining "prior acts" coverage from a subsequent insurance carrier.

The Company shall comply or cause compliance with all Insurance Requirements before the expiration of any applicable extension or grace period and shall not bring or knowingly keep or permit to be brought or kept any article upon the Project or knowingly cause or permit any condition to exist thereon that would be prohibited by any Insurance Requirement, or would invalidate insurance coverage required hereunder to be maintained by the Company on or with respect to any part of the Project.

(b) The Issuer, by the Security Document, shall assign its interest in the casualty insurance described in (a) above to the Holder, together with all unearned premiums as further security for the Bond.

(c) The Issuer, the Holder and any Lender shall each, respectively, be entitled to enforce the provisions of this Article insofar as their rights are concerned and the Issuer's right to enforce this Article shall be one of the Unassigned Rights. So long as the Company or an Affiliate is the Holder of the Bond, the Company shall, however, have the right to make all elections, determinations, settlements, or decisions with respect to any hazard and casualty insurance policy or the proceeds thereof that may be affected by the provisions of this Rental Agreement. Furthermore, so long as the Company or an Affiliate is the Holder of the Bond, the Company shall have the right to pledge to a Lender all of the hazard and casualty insurance proceeds with respect to a casualty affecting the Project and to grant to the Lender the right to govern the distribution of such funds, which shall be superior to the rights of the Issuer and the Holder thereto. The Issuer acknowledges and agrees that, so long as the Company or an Affiliate is the Holder of the Bond, the Lender may require the application of the insurance proceeds to the indebtedness owed to the Lender by the Company and, in such event, the insurance proceeds may not be applied in their entirety to the restoration of the Project.

All insurance required by Section 6.4(a) hereof shall be taken out and maintained in generally recognized responsible insurance companies authorized by law to insure risks in the State, selected by the Company and subject to the approval of the Issuer, which approval shall not be unreasonably withheld, conditioned, or delayed. All policies evidencing such insurance (including endorsements, if requested by Issuer) shall be subject to the approval of the Issuer, which approval shall not be unreasonably withheld, conditioned, or delayed. All policies evidencing such insurance shall provide for payment to the Issuer, the Company, and the Holder as their respective interests may appear. All policies of insurance required to be maintained pursuant to this Rental Agreement shall insure the interests of the Issuer regardless of any breach or violation by the Company, its affiliates or others acting on their behalf, of any warranties, declarations or conditions contained in such policies. All policies required in this Rental Agreement shall acknowledge that liability for premiums shall be the sole liability of the Company and be considered primary and non-contributory with any other policies that the Issuer may hold. If any such insurance policies are modified adversely to the interests of the Issuer or the Holder or are cancelled by the issuer thereof before the termination of the Term, the Company shall provide written notice to the Issuer and the Holder as soon as practicable after it receives notice of any such event.

In the event the Company fails to take out or maintain the full insurance coverage required by this Rental Agreement, the Issuer may (but shall not be obligated to), take out the required policies of insurance and pay the premiums on the same. All amounts so advanced by the Issuer shall become an additional obligation of Administrative Rent payable by the Company.

(d) When allowed by the insurance carrier, each and every policy of insurance required to be maintained pursuant to this Rental Agreement shall provide by way of endorsement (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless the Issuer shall be provided not less than thirty (30) days' written notice of such cancellation, non-renewal or material reduction, except if due to nonpayment of premium, in which case the Issuer shall be provided not less than ten (10) days' written notice. In circumstances where the insurance carrier will not allow such notice to be made to the Issuer, the Company shall provide a copy of any notice of cancellation, non-renewal or material reduction in coverage to the Issuer within forty-eight (48) hours of receipt from the insurance carrier.

(e) The Company shall promptly notify the Issuer of any single loss or event at the Project likely to give rise to a property or liability insurance claim in an amount in excess of $250,000, whether or not covered by insurance. Any loss insured by any of the insurance policies or coverages required under this Rental Agreement shall be adjusted with the respective insurance companies, including the filing in a timely manner of appropriate proceedings, by the Company, in consultation with Issuer if such loss is in excess of $250,000. In addition, the Company may, in its reasonable judgment, consent to the settlement of any loss; provided that in the event that the amount of the loss exceeds $250,000, the terms of such settlement is agreed in writing by Issuer. *The Company shall notify the Issuer immediately of any loss that results in a loss of limb or fatality.*

(f) The Company shall deliver to the Issuer, within fifteen (15) days after each annual policy renewal date for each policy, (1) certificates of insurance, in form and substance reasonably satisfactory to the Issuer, evidencing all of the insurance required by the provisions of this Rental Agreement, and (2) a report of an independent insurance broker, signed by an officer of such broker, stating that in the opinion of such broker, the insurance then carried or to be renewed is in accordance with the terms of this Rental Agreement. Such certificates of insurance shall be executed on an Accord Form by the insurance broker responsible for placing the insurance required by this Rental Agreement. Such certificates of insurance shall identify insurers, the type of insurance, the insurance limits and the policy term and shall specifically list the special provisions enumerated for such insurance required by this Rental Agreement.

(g) No provision of this Rental Agreement shall impose on the Issuer any duty or obligation to verify the existence or adequacy of the insurance coverage maintained by the Company, nor shall the Issuer be responsible for any representations or warranties made by or on behalf of the Company, or any other party to any insurance company or underwriter. Any failure on the part of the Issuer to pursue or obtain the evidence of insurance required by this Rental Agreement from the Company or any other party and/or failure of the Issuer to point out any non-compliance of such evidence of insurance shall not constitute a waiver of any of the insurance required under this Rental Agreement.

(h) The Company shall use commercially reasonable efforts to require contractors or subcontractors with which it has a direct contractual relationship, if any, that will be performing operations and maintenance or other on-site work on its behalf (as applicable), to obtain and maintain the basic "types" of insurance that are customary for contractors and subcontractors performing similar work and operations.

Section 6.5. Application of Net Proceeds of Insurance. The Net Proceeds of the liability insurance carried pursuant to the provisions of Section 6.4 shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid in the Company's good faith discretion. The Net Proceeds of casualty insurance carried pursuant to Section 6.4 shall be paid jointly to the Holder and the Company and shall be transferred to the Custodian and deposited in the Project Fund to be applied as provided in Article VII hereof, or if the same has been pledged to a Lender, the same shall be transferred to such Lender, or otherwise applied as provided in any Superior Security Document, any Tenancy Security Instrument or any other agreement between the Company and such Lender.

Section 6.6. Advances by the Issuer or the Holder. Subject to the notice obligations and cure period set forth in Articles X and XI of this Rental Agreement, if the Company shall fail to do or cause to be done any act or pay any taxes, assessments, charges or insurance premiums required by this Article, the Issuer or the Holder may (but shall be under no obligation to), after expiration of applicable notice and cure periods, give notice to the Company of its intent to, and may do, any such act or pay any such taxes, assessments, charges or premiums required by this Article, and all amounts so advanced therefor by the Issuer or the Holder shall become an additional obligation of the Company to the one making the advancement, which amounts shall constitute Additional Rent which shall be payable, with interest as provided in Section 5.3(b). Any remedy herein vested in the Issuer for the collection of rent shall also be available to the Holder for the collection of any Additional Rent payable to the Holder on account thereof.

Section 6.7. Eminent Domain. If the Issuer or the Company obtains knowledge of the institution or threat of institution of any proceedings for the taking of the Project or any portion thereof by exercise of the power of eminent domain, it shall promptly notify the other party hereto and shall also notify the Holder of such proceedings. The Holder may participate in any such proceedings and the Issuer and the Company from time to time shall deliver to the Holder all instruments requested by it to permit such participation. The Issuer and the Company shall not settle any eminent domain proceeding relating to the Project or any part thereof or sell the Project or any part thereof under threat of eminent domain without the prior written consent of the Holder, which consent shall not unreasonably be withheld, conditioned or delayed. The Net Proceeds of any eminent domain award or any sale in lieu of a taking by eminent domain shall be paid jointly to the Holder and the Company and shall be transferred to the Custodian and deposited in the Project Fund to be applied as provided in Article VII hereof. Notwithstanding the foregoing, with the consent of the Holder, the Net Proceeds of eminent domain may be pledged to a Lender, which shall be superior to the rights of the Holder thereto, and if so pledged, shall be applied in accordance with the terms of such pledge.

Section 6.8. Additional Provisions Respecting Insurance. All claims made under any insurance policies carried pursuant to the requirements of Section 6.4 hereof, regardless of amount, may be adjusted by the Company with the insurers or by the holder of any Superior Security Document in accordance with the terms thereof.

Section 6.9. Contest of Liens. In the event the Company in good faith contests Liens pursuant to Sections 6.1 or 11.14 of this Rental Agreement, the Company may permit the Liens so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that, if any such Lien involves the possibility of pecuniary liability on the part of the Issuer, then the Company, at its sole discretion, shall (A) furnish the Issuer and the Holder with a surety bond equal to at least the amount so contested and an opinion of counsel acceptable to the Issuer and the Holder stating that by nonpayment of such items no pecuniary liability will be imposed upon the Issuer, or (B) promptly cause to be satisfied and discharged such Lien, by causing the Lien to be transferred from the Project to other security as permitted by State law, or by payment of the amount so contested into a reserve held by the Issuer. Such reserve may be used by the Issuer to satisfy the Lien if action is taken to enforce the Lien and such action is not stayed. Such reserve will be returned to the Company if the Lien is successfully contested. In the event the Company shall fail to take any of the actions required in clauses (A) or (B) of this Section with respect to a Lien that involves the possibility of pecuniary liability on the part of Issuer, the Issuer or the Holder may (but shall be under no obligation to) pay such Lien, and any amounts so advanced therefor by the Issuer or the Holder shall become an advance repayable in accordance with Section 6.6 of this Rental Agreement. The Issuer shall, at the expense of the Company, reasonably cooperate with the Company in any such contest of Liens, upon being indemnified to Issuer's satisfaction, including if required, being provided a surety bond therefor satisfactory to Issuer.

ARTICLE VII

DAMAGE, DESTRUCTION, AND CONDEMNATION

Section 7.1. Election to Repair, Restore or Replace. All Net Proceeds shall be deposited upon receipt in the Project Fund, which shall be held by the Custodian, unless the same are otherwise required to be used as may be provided in any pledge thereof to a Lender. Subject to the rights of any Lender, the Company may, following the receipt of such Net Proceeds, elect to use such Net Proceeds, in whole or in part, to repair, restore or replace the Project. Any property repaired, restored or acquired to replace any property that was a part of the Project shall become a part of the Project. Any unspent Net Proceeds and investment income remaining in the Project Fund may be used, at the election of the Company, to acquire additional property for the Project or to prepay and redeem principal of the Bond.

Section 7.2. Election Not to Repair, Restore or Replace. If an election to repair, restore or replace damaged, destroyed or taken portions or all of the Project is not made as provided in Section 7.1, above, or if prior to such time the Company notifies the Issuer and the Custodian that it elects not to repair, restore or replace damaged, destroyed or taken portions or all of the Project, to the extent any Net Proceeds were deposited with the Custodian as contemplated herein, the Custodian of the Project Fund shall immediately apply such moneys to prepay principal of the Bond, unless otherwise provided in a pledge to a Lender. If the Bond is not fully retired, the obligation to pay Basic Rent hereunder shall remain in full force and effect, without abatement or diminution (except to the extent the amount of Basic Rent is reduced on account of such prepayment). If the Company is then the Holder of the Bond, and the Bond is not fully retired, the Company may surrender the Bond for cancellation, whereupon the obligation for payment of Basic Rent shall terminate, and any obligation for Additional Rent theretofore accrued shall become immediately due and payable.

ARTICLE VIII

ADDITIONAL COVENANTS

Section 8.1. No Warranty of Condition or Suitability by the Issuer. THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, CONDITION, OR WORKMANSHIP OF ANY PART OF THE PROJECT OR THAT THE SAME WILL BE SUITABLE FOR THE COMPANY'S OR ANY SUBTENANT'S PURPOSES OR NEEDS.

Section 8.2. Access to the Project and Records. The Issuer, the Holder, any Lender and their respective duly authorized representatives and agents, shall have the right, upon reasonable notice to the Company and subject to any reasonable restriction imposed by the Company for safety purposes or for 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 this Rental Agreement, to enter the Project at all reasonable times during the Occupancy Term, if accompanied by a Company representative, for the purpose of (i) examining and inspecting the Project, including any construction or renovation thereof; (ii) performing such work in and about the Project made necessary by reason of an Event of Default; (iii) upon an Event of Default, exhibiting the Project to prospective purchasers, lessees, or mortgagees or (iv) otherwise ascertaining compliance with this Rental Agreement. The Company shall keep accurate and complete records and books of account with respect to the Project, separate from its other books, in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Issuer and the Holder shall also have the right at all reasonable times to examine and make extracts from the books and records of the Company, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Rental Agreement, and to discuss with the Company's officers, employees, and accountants the Company's activities, assets, liabilities, financial condition, results of operations, and financial prospects. The Company may reasonably redact such books and records to protect the confidentiality of the Company, its employees, its customers, or any Person subletting or licensing the use of any portion of the Project as permitted by this Rental Agreement, and to comply with all applicable legal limitations.

Section 8.3. Good Standing in the State. The Company agrees that, if required by law, it will be in good standing in the State while this Rental Agreement is in effect.

Section 8.4. Indemnity.

(a) The Company shall, and agrees to, indemnify and save the Issuer and the Holder and their respective officials, directors, officers, members, agents and employees (the **"Indemnified Persons"**) harmless against and from all claims by or on behalf of any Person arising from the conduct or management of or from any work or thing done on or at the Project and against and from all claims arising from or relating to any condition of the installation of or the operation of the Project; (ii) any breach or default on the part of the Company in the performance of any of its obligations under the Company Documents; (iii) any act or negligence of the Company or of any of its agents, contractors, servants, employees, or licensees; (iv) any act or negligence of any assignee or subtenant of the Company or of any agents, contractors, servants, employees, or licensees of any assignee or subtenant of the Company; (v) any violation or alleged violation of any federal or State securities laws; (vi) any claim or liability arising out of the Issuer's ownership of the Project or its participation in this Rental Agreement or related transactions; or (vii) any legal proceeding relating to the non-taxability or taxability of this Rental Agreement or the Project or the interest of the Issuer in the Project. However, this indemnity is subject to (c) below and shall not apply in the case of matters referred to in clause (v), to the Holder if the Holder has acquired the Bond other than in a bona fide private placement and has failed to perform a thorough due diligence investigation in connection therewith. The Company shall indemnify and save the Issuer and the Holder (and the other Persons and entities referred to above, as appropriate) harmless from and against all reasonable and actual costs and expenses incurred in or in connection with any such claim or in connection with any action or proceeding brought thereon, including reasonable attorneys' fees, and upon notice from the Issuer, the Company shall defend it (and the other persons and entities referred to above, as and to the extent appropriate) in any such action or proceeding, subject to (c) below. The indemnities set forth above specifically extend to, but are in no way limited to, governmental or other claims relating to any actual or alleged violation of any Environmental Laws, regardless of whether or not any such violation relates to any period prior to the acquisition of the Project by the Issuer or its acquisition theretofore by the Company.

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Persons referred to in (a), above, shall not incur pecuniary liability by reason of the terms of this Rental Agreement, or the undertakings required of the Issuer hereunder or by reason of (i) the issuance of the Bond; (ii) the execution of the Bond Documents; (iii) the performance of any act required by the Bond Documents; (iv) the performance of any act requested by the Company; or (v) any other costs, fees, or expenses incurred by the Issuer with respect to the Project or the acquisition thereof, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any such Indemnified Person should incur any such pecuniary liability, then in such event the Company shall, subject to (c) below, indemnify and hold harmless such Indemnified Person against all claims by or on behalf of any Person arising out of the same and all reasonable costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, including reasonable attorneys' fees actually incurred, and upon notice from the Issuer, the Company shall defend the Issuer in any such action or proceeding.

(c) Nothing contained in this Section 8.4 shall require the Company to indemnify any Indemnified Person, (a) as to any acts of willful misconduct, intentional misconduct or gross negligence on the part of such Indemnified Person, or (b) for any claim or liability for which the Company was not given any opportunity to contest or for any settlement of any such action effected without the Company's consent (assuming such rights are available and have not been waived in writing by the Company). The indemnity of the Indemnified Persons contained in this Section 8.4 shall survive the termination of this Rental Agreement.

The Issuer and the Holder shall each be entitled to enforce its right to indemnification under this Section, and the Issuer's right to indemnification hereunder shall be one of the Unassigned Rights.

Section 8.5. Licenses and Permits. The Company shall do all things necessary to obtain, maintain, modify, supplement and renew, from time to time, as necessary, all public filings, permits, licenses, franchises, and other governmental approvals necessary for its ownership of and activities relating to the Project, the lack of which would have a material adverse effect upon the Company's ability to meet its obligations under this Rental Agreement.

Section 8.6. Compliance with Laws. The Company warrants that throughout the Occupancy Term it shall, at its own expense, maintain the Project in all material respects, in compliance with all applicable life and safety codes and all applicable building and zoning, health, environmental, and safety ordinances and laws, including the Occupational Health and Safety Act and all applicable Environmental Laws, and all other applicable laws, ordinances, rules, and regulations of the United States of America, the State, and any political subdivision or agency thereof having jurisdiction over the Project and which relate to the operations of the Project, any violation of which would have a material adverse effect on the Company's ability to fully perform its obligations under this Rental Agreement. The Company's use of the Project shall, in all material respects, conform to all laws and regulations of any governmental authority possessing jurisdiction thereof, and the Company shall, in its use or operation of the Project, not discriminate or permit discrimination on the basis of race, sex, color or national origin in any manner prohibited by local state or federal laws, rules, orders or regulations.

The Company may, at its own expense and in its own name and behalf or in the name and behalf of the Issuer and in good faith, contest any allegation that it has not complied with the laws described in this Section 8.6 and, in the event of any such contest, the provisions of this Section 8.6 shall not apply to any such alleged violations of law during the period of such contest and any appeal therefrom. The Issuer shall, at the expense of the Company, cooperate fully with the Company in any such contest.

The Issuer and the Holder shall each be entitled to enforce the provisions of this Section, and the Issuer's right to enforce this Section shall be one of the Unassigned Rights.

Section 8.7. Granting and Release of Easements. The Company may at any time or times cause to be granted, modified, amended, released or terminated conveyances to public authorities or utilities, easements, licenses, rights of way (temporary or perpetual and including the dedication of public rights-of-way), plats, covenants, restrictions and agreements with respect to any property included in the Project and other contracts or agreements helpful in effecting the development, construction, maintenance, operation or restoration of the Project (all of which, to the extent they affect title, are additional "Permitted Encumbrances") and such grant will be free from the Lien or security interests created by the Security Document or this Rental Agreement, and the Issuer agrees that it shall execute and deliver any instrument necessary or appropriate to confirm, grant, amend, modify, terminate or release any such matters and, if appropriate, to release its fee interest (for dedication of rights-of-way) within sixty (60) days upon receipt of: (i) a copy of the operative instrument, and (ii) a written application of the Company signed by an Authorized Company Representative requesting such instrument and stating the following: (1) that such matter is not detrimental to the proper conduct of the business of the Company, and (2) that such matter will not impair the effective use or materially interfere with the operation of the Project and will not weaken, diminish or impair the security intended to be given by or under the Security Document. Any money consideration received in connection with the granting or release of an easement pursuant to this Section 8.7 shall be used to redeem the Bond. No grant or release effected under the provisions of this Section shall entitle the Company to any abatement or diminution of the rents payable under Section 5.3 hereof.

Section 8.8. **<u>Company to Maintain its Existence; Conditions Under Which Exceptions Permitted</u>**.

(a) The Company agrees that during the Term it shall maintain its legal existence as a Georgia limited liability company, shall not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it, and shall not dissolve or otherwise dispose of all or substantially all of its assets. The Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic entity (that is, an entity organized and existing under the laws of one or more states of the United States of America), or permit one or more such domestic entities to consolidate with or merge into it, or sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve, if the surviving, resulting, or transferee Person:

(1) is authorized to do business in the State;

(2) is a domestic corporation, partnership, limited liability company, or other entity, or if a natural person, is a resident of the United States of America;

(3) assumes in writing all of the obligations of the Company under the Company Documents; and

(4) is solvent and remains solvent as of the effectiveness of such merger, sale or transfer.

(b) If the requirements of this Section 8.8 regarding consolidation, merger, sale, or transfer are met, the Company shall be relieved from its obligations, and such successor Person shall succeed to and be substituted for the Company, under the Company Documents, with the same effect as if such successor Person had originally been a party to such instruments.

Section 8.9. **<u>Information and Notices</u>**. The Company shall provide the Issuer and the Holder (1) promptly upon obtaining actual knowledge of an Event of Default, a certificate specifying the nature and period of existence thereof and what action the Company proposes to take with respect thereto; (2) promptly after (i) the occurrence and obtaining actual knowledge thereof, notice of the institution by any Person of any action, suit, or proceeding or any governmental investigation or any arbitration, before any court or arbitrator or any governmental or administrative body, agency, or official, against the Company or the Project, which could reasonably be expected to have a material adverse effect upon, or a material adverse change in, any of the business, results of operations, properties, prospects, or condition (financial or other) of the Company or the ability of the Company to perform its obligations under the Company Documents or (ii) the receipt of actual knowledge thereof, notice of the threat of any such action, suit, proceeding, investigation, or arbitration that could reasonably be expected to have such a material adverse effect or material adverse change as described above, each such notice under this section to specify, if known, the amount of damages being claimed or other relief being sought, the nature of the claim, the Person instituting the action, suit, proceeding, investigation, or arbitration, and any other significant features of the claim; and (3) with reasonable promptness, such other information relating to the operations, management, business, properties, or condition (financial or other) of the Company as the Issuer or the Holder may reasonably request in writing from time to time, subject to any reasonable restriction imposed by the Company for 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 this Rental Agreement.

Section 8.10. Hazardous Materials.

(a) In addition to and without limitation of all other representations, warranties, and covenants made by the Company under this Rental Agreement and except as disclosed in writing to the Issuer before the execution and delivery of this Rental Agreement, the Company further represents, warrants, and covenants that the Company has not and, to the best of its knowledge, any contractors with respect to the Project have not, used Hazardous Materials (as hereinafter defined) on, from, or affecting the Project in any manner that violates any Environmental Laws, and that, to the best of the Company's knowledge, after due investigation, no prior owner of the Project or any tenant, subtenant, prior tenant, or prior subtenant have used Hazardous Materials on, from, or affecting the Project in any manner that violates Environmental Laws. The Company shall keep or cause the Project to be kept free of Hazardous Materials except as otherwise provided in this Section 8.10.

(b) Without limiting the generality of the foregoing, the Company shall not cause or permit the Project or any part thereof to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable Environmental Laws, nor shall the Company cause or permit, as a result of any intentional or unintentional act or omission on the part of the Company or any tenant or subtenant, a release of Hazardous Materials onto the Land. The Company shall comply with and ensure compliance by all tenants and subtenants with all applicable Environmental Laws, whenever and by whomever invoked, and shall obtain and comply with, and ensure that all tenants and subtenants obtain and comply with, any and all approvals, registrations, or permits required thereunder. The Company shall (i) conduct and complete all investigations, studies, samplings, and testing and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Project (A) in accordance with all applicable Environmental Laws and (B) in accordance with the directives of all federal, state, and local governmental authorities and

(ii) defend, indemnify, and hold harmless the Issuer and the Holder from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise arising out of or in any way related to (x) the presence, disposal, release, or threatened release of any Hazardous Materials that are on, from, or affecting the soil, water, vegetation, Improvements, personal property, persons, animals, or otherwise of the Project or (y) any violation of Environmental Laws or any policies or requirements of the Issuer or the Holder, which are based upon or in any way related to such Hazardous Materials including, without limitation, attorneys' fees, investigation and laboratory fees, court costs, and litigation expenses. In the event of the termination of this Rental Agreement, the Company shall deliver the Project free of any and all Hazardous Materials so that the condition of the Project shall conform with all applicable Environmental Laws affecting the Project.

(c) For purposes of this Section 8.10, "**Hazardous Materials**" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials or wastes, hazardous or toxic substances, or related materials defined in any Environmental Law; provided, however, that Hazardous Materials shall not include, for purposes of this Section 8.10, cleaning products, medical supplies, or other substances used by the Company or its subtenants in the ordinary course of conduct of its operations at the Project. The provisions of this Section 8.10 shall be in addition to any and all other obligations and liabilities the Company may have to the Issuer and the Holder at common law and shall survive the termination of this Rental Agreement. The above notwithstanding, if a court of competent jurisdiction determines that any of the provisions of this Section violate O.C.G.A. § 13-8-2 and are applicable to this Rental Agreement, the indemnity contained in this Section shall not extend to any indemnification which is prohibited by O.C.G.A. § 13-8-2.

(d) The indemnifications and protections set forth in this Section 8.10 shall be extended, with respect to the Issuer and the Holder, to their respective members, directors, officers, employees, agents, and persons under their respective control or supervision.

ARTICLE IX

ASSIGNMENT, SUBLEASING, ENCUMBERING, AND SELLING; REDEMPTION; RENT PREPAYMENTS; ABATEMENT; AND EQUIPMENT

Section 9.1. Assignment and Subleasing.

(a) The Company may not sublease the Project, as a whole or in part, at any time and from time to time, without the consent of the Issuer; provided, however, notwithstanding the foregoing nor anything to the contrary in this Rental Agreement, the Company shall be entitled in the ordinary course of its business to enter into subleases, subtenancies, licenses or similar arrangements for the use of all or any portion of the Project with any Person for purposes that are reasonably related to a multi-specialty, outpatient medical office building and related activities and such arrangements shall not be deemed to be subleases requiring the Issuer's consent. No sublease shall relieve the Company from primary liability for any of its obligations hereunder, and in the event of any such sublease, the Company shall continue to remain primarily liable for payment of the rents specified in Section 5.3 hereof and for the payment, performance, and observance of the other obligations and agreements on its part herein provided to be performed and observed by it. If the sublease is of the entire Project, the Company shall furnish or cause to be furnished to the Issuer, upon request, non-monetary assurances reasonably satisfactory to the Issuer that the Project will continue to be operated in compliance with the provisions hereof and for the purposes permitted by the Act. Further, so long as there shall not have occurred and be continuing an Event of Default under this Rental Agreement, the Issuer, at the request of the Company, shall enter into a non-disturbance agreement with any subtenant of the Project recognizing its rights and benefits under its sublease so long as the terms and conditions thereof do not conflict with this Rental Agreement. Any such non-disturbance agreement shall be prepared at the expense of the Company and reviewed at the expense of the Company and shall be subject to the approval by the Issuer, which approval shall not unreasonably be withheld, conditioned or delayed.

(b) The Company may not assign this Rental Agreement except as permitted by this Section. This Rental Agreement may be assigned in whole but not in part to a company that is the survivor of a consolidation, merger or transfer of substantially all of the assets of the Company, without obtaining the consent of the Issuer. This Rental Agreement may be assigned to an Affiliate of the Company with the prior written consent of the Holder and without the consent of the Issuer. Except as provided herein, this Rental Agreement may be assigned only with the prior written consent of the Issuer and of the Holder. The Issuer's and the Holder's consent shall not unreasonably be withheld, conditioned or delayed. It is further provided, however, that (i) prior to any assignment of this Rental Agreement, including an assignment for which consent of the Issuer is not required, the Company shall provide notice thereof to the Issuer and (ii) any such request or notice of a permitted assignment or an Exempt Assignment (hereinafter defined) must be made in writing by the Company to the Issuer and contain contact information for the entity or individual who shall be responsible to receive future notices and communications about the Project.

(c) Notwithstanding anything to the contrary set forth in this Rental Agreement, the Company may also assign its interest in this Rental Agreement pursuant to an Exempt Assignment without the approval of the Issuer or the Holder of the Bond.

(1) An "**Exempt Assignment**" means any of the following assignments:

(i) Any bona fide Tenancy Security Instrument or any assignment made in connection therewith;

(ii) The acquisition by any grantee or a Tenancy Security Instrument Holder or its designee of the Tenancy Interest through the exercise of any right or remedy of such Tenancy Security Instrument Holder under a bona fide Tenancy Security Instrument, including any assignment of the Tenancy Interest to a Tenancy Security Instrument Holder or its designee made in lieu of foreclosure;

(iii) Any foreclosure sale by any Tenancy Security Instrument Holder pursuant to any power of sale contained in a bona fide Tenancy Security Instrument;

(iv) Any sale or assignment of the Tenancy Interest by any Tenancy Security Instrument Holder (or its designee) which has acquired the Tenancy Interest by means of any transaction described above;

(v) Any grant, assignment or conveyance pursuant to or in connection with a Superior Security Document;

(vi) Any sale or assignment of the Tenancy Interest to the holder of a Superior Security Document;

(vii) Any sale or assignment of the Tenancy Interest through the exercise of any right of remedy of the holder of any Superior Security Document, including pursuant to any foreclosure sale, any deed in lieu of foreclosure, or pursuant to any power of sale contained in a Superior Security Document;

(viii) Any sale or assignment of the Tenancy Interest by the holder of any Superior Security Document (or its designee) which has acquired the Tenancy Interest by means of any transaction described above;

(ix) Any sale or assignment of the Tenancy Interest to any Qualified Real Estate Investor (hereinafter defined);

(x) Any sale or assignment of the Tenancy Interest to any Person if (a) the Company or the proposed assignee provides Adequate Financial Assurance (hereinafter defined) of the payment of rent and other financial obligations under this Rental Agreement for the period the proposed assignee is the tenant under this Rental Agreement; and (b) the proposed assignee has sufficient commercial real estate experience to properly manage, or oversee the management of, the Project;

(xi) Any sale or assignment in connection with any sale/leaseback or other arrangement entered into by the Company in connection with a financing transaction.

(xii) Any transfer or assignment of direct or indirect ownership interests, membership interests, partnership interests, shares or limited liability company interests in the Company; and

(xiii) Any sale or assignment to any of the following:

(A) Any savings bank, savings and loan association, commercial bank, or trust company having shareholder equity (as determined in accordance with GAAP accounting) of at least $50,000,000;

(B) Any college, university, credit union, trust or insurance company having assets of at least $50,000,000;

(C) Any employment benefit plan subject to ERISA having assets held in trust of $50,000,000 or more;

(D) Any pension plan established for the benefit of the employees of any state or local government, or any governmental authority, having assets of at least $50,000,000;

(E) Any limited partnership, limited liability company or other investment entity having committed capital of $50,000,000 or more;

(F) Any corporation, limited liability company or other Person having shareholder equity (or its equivalent for non-corporate entities) of at least $50,000,000;

(G) Any lender which performs real estate lending functions similar to any of the foregoing, and which has assets of at least $50,000,000; and

(H) Any partnership having as a general partner any Person described in the preceding subparagraphs of this definition, or any corporation, limited liability company or other Person controlling, controlled by or under common control with any Person described in the preceding subparagraphs of this definition.

(2) "**Adequate Financial Assurance**" means a guaranty of payment of the rent and other financial obligations of the Company under this Rental Agreement, including, without limitation, the indemnity obligations of the Company, made by a Qualified Real Estate Investor for the period of time that a proposed assignee of this Rental Agreement is the tenant under this Rental Agreement.

(3) "**Qualified Real Estate Investor**" means any Person domiciled within the United States of America that has, together with its Affiliates, a minimum net worth (treating any subordinated or mezzanine financing as equity) of $20,000,000 as of the date of its (or their) last audited financial statements or as otherwise certified by an independent certified public accountant or firm thereof, provided (1) the managers of such Person or its Affiliates have sufficient commercial real estate experience with respect to developments similar to the Project or have hired a separate property manager or developer that has such experience and will manage, or oversee the management and/or development of, the Project, and (2) that such Person would be required to pay ad valorem property taxes on its interest in the Property if title to the Project was vested in such Person. For purposes of the above the term "last audited financial statements" shall be deemed to include unaudited financial statements compiled by an independent certified public accountant or firm thereof accompanied by an accountant's letter or unaudited financial statements certified by a member of the management of the proposed assignee of this Rental Agreement.

(d) Any assignment authorized by this Section 9.1 (including any Exempt Assignment, except an assignment or pledge by the Company to a Lender) shall be subject to each of the following conditions:

(i) Any such assignee shall agree to fully and unconditionally assume all obligations of the Company under this Rental Agreement from and after the date of the sale and assignment, including, without limitation, all indemnity provisions contained in this Rental Agreement; and

(ii) The Company shall within five (5) Business Days prior to the execution of any assignment or within thirty (30) days after any merger, consolidation or sale of substantially all of its assets, furnish or cause to be furnished to the Issuer a true and complete copy of such proposed assignment or non-confidential evidence of the merger, consolidation or sale of assets, as the case may be. The Company or such assignee shall, within thirty (30) days after the execution thereof, furnish or cause to be furnished to the Issuer a true and complete copy of such assignment as actually executed. The Issuer and the Holder shall have the right, at any time and from time to time, to notify any assignee of their rights under this paragraph.

(iii) The Company shall pay the Issuer a processing fee of $10,000 and reimburse the Issuer for all costs and expenses incurred by the Issuer in connection with such assignment, including but not limited to the reasonable fees and expenses of counsel for the Issuer.

Any purported assignment in violation of this Section shall be void, as the interest of the Company, being a usufruct and bailment for hire, is not assignable except as herein provided. In the case of an assignment that is permitted hereby or that is consented to as herein described, the assignee may not further assign this Rental Agreement except in accordance with this Section. As set forth in Section 2.7(b) of the Bond Resolution, the Bond may be assigned to any assignee of this Rental Agreement, and if the consent of the Issuer and Holder to such assignment is not required pursuant to this Rental Agreement, then the consent of the Holder with respect to the transfer and assignment of the Bond shall not be required.

Section 9.2. Provisions Relating to Sale, Encumbrance, or Conveyance of the Project by the Issuer. Except pursuant to the Security Document or a Superior Security Document executed by the Issuer at the written request of the Company, except as permitted under Section 9.1 above, and except for any sale under threat of a taking by eminent domain or a sale permitted by Article VI hereof, the Issuer agrees that, during the Term, it shall not, except pursuant to or as permitted by the Security Document, Superior Security Document or Section 9.1 above: (1) directly, indirectly, or beneficially sell, convey, or otherwise dispose of any part of its interest in the Project, (2) permit any part of the Project to become subject to any Lien, claim of title, encumbrance, security interest, conditional sale contract, title retention arrangement, finance lease, or other charge of any kind, without the written consent of the Company, and (3) assign, transfer, or hypothecate (other than pursuant to the Bond Resolution and the Security Document) any payment of rent (or analogous payment) then due or to accrue in the future under any lease or rental of the Project, except that if the laws of the State at the time shall permit, nothing contained in this Section shall prevent the consolidation of the Issuer with, or merger of the Issuer into, or transfer of the Project as an entirety to, any public body of the State whose property and income are not subject to taxation and which has authority to carry on the business of owning and leasing the Project, provided, that upon any such consolidation, merger, or transfer, the due and punctual payment of the principal of, premium, if any, and interest on the Bond according to its tenor, and the due and punctual performance and observance of all the agreements and conditions of this Rental Agreement, the Bond Resolution, the Purchase and Sale Agreement, and the Security Document to be kept and performed by the Issuer, shall be expressly assumed in writing by the public body resulting from such consolidation or surviving such merger or to which the Project shall be transferred as an entirety.

The Issuer, at the written request of the Company with the written consent of the Holder of the Bond, shall execute and deliver to a Lender, or shall join the Company in the execution and delivery to a Lender, of a Superior Security Document in favor of such Lender with respect to the Project which encumbers the Issuer's fee interest and execute any related documents in connection with the Company's financing or refinancing of the Project. At the Company's written request, and with the prior written consent of the Holder, the Issuer shall, by a subordination agreement, subordinate its fee simple interest and estate in the Project to a Superior Security Document or Tenancy Security Instrument. Any such Superior Security Document or subordination agreement shall be prepared at the expense of the Company and reviewed at the expense of the Company and shall be subject to the approval by the Issuer, which approval shall not unreasonably be withheld, conditioned or delayed.

Section 9.3. Pledge of this Rental Agreement by the Company. The Company may finance and refinance any debt secured by the Project freely and may pledge its interest hereunder without the consent of the Issuer. In accordance with the provisions of Section 9.2 above, the Issuer, at the written request of the Company with the written consent of the Holder, shall execute and deliver to a Lender any documents related to such pledge, financing or refinancing requested by the Company or Lender. The Issuer and Company acknowledge and agree that in the event of a foreclosure of any Tenancy Security Instrument, the purchaser at such foreclosure shall become the tenant and "Company" hereunder.

Section 9.4. Redemption of Bond. The Issuer, at the written request of the Company and if the Company provides funds therefor, shall forthwith take all steps that may be necessary under the redemption or defeasance provisions of the Bond Resolution to effect the redemption or defeasance of all or part of the then outstanding Bond, as may be specified by the Company, on the earliest date on which such redemption or defeasance may be made under such applicable provisions. If this Rental Agreement is not renewed and expires before the maturity date of the Bond, or if there is an acceleration of the Bonds, the Company shall immediately cause the Bond to be redeemed or cancelled.

Section 9.5. Prepayment of Rents. There is expressly reserved to the Company the right, and the Company is authorized and permitted, at any time it may choose, to prepay all or any part of the Basic Rent payable under Section 5.3(a) hereof, and the Issuer agrees that it shall accept such prepayments of rents when the same are tendered by the Company. All Basic Rent so prepaid shall at the written direction of the Company be credited toward the Basic Rent payments specified in Section 5.3(a) hereof, in the same manner as such payments are applied to the payment of Debt Service in accordance with terms of the Bond. The Company shall also have the right to surrender the Bond, if then owned by the Company or an Affiliate of the Company, to the Issuer for cancellation, and such Bond, upon such surrender and cancellation, shall be deemed to be paid and no further Basic Rent shall be paid, as provided in Section 9.6, below.

Section 9.6. Company Entitled to Certain Rent Abatements if Bond Paid Prior to Maturity. If at any time the Bond shall cease to be outstanding, under circumstances not resulting in termination of the Occupancy Term, and if the Company is not at the time otherwise in default hereunder, the Company shall be entitled to use the Project from the date the Bond is no longer outstanding to, and including the end of, the Occupancy Term, with no obligation to make payments of Basic Rent specified in Section 5.3(a) hereof during that interval (but otherwise on the terms and conditions hereof).

Section 9.7. Installation of Other Machinery and Rented Equipment. The Company may from time to time, in its sole discretion and at its own expense, install trade fixtures, machinery, equipment, and other personal property at the Project. All such trade fixtures, machinery, equipment, and other personal property which are not transferred to the Issuer as part of the Project shall remain the sole property of the Company (or of any leasing company from whom the Company may be renting such items), and the Company (or such leasing company) may remove the same from the Project at any time, in its sole discretion and at its own expense; provided, however, that the Company or such leasing company shall not be prohibited from transferring its interest in trade fixtures, machinery, equipment, and other personal property at the Project to the Issuer in a bond transaction. The Company or such leasing company, as applicable, may create any mortgage, encumbrance, Lien, or charge on any such trade fixtures, machinery, equipment, and other personal property whether or not a part of the Project. Unless so transferred to the Issuer in such a bond transaction, the Issuer shall not have any interest in and waives any lessor's Lien that it may have on any such trade fixtures, machinery, equipment, or other personal property so installed pursuant to this Section, and all such trade fixtures, machinery, equipment, software and other personal property shall be and remain identified as the property of the Company or such leasing company on its books and/or by appropriate tags or other markings.

Section 9.8. Reference to Bond Ineffective After Bond Paid. Upon payment in full of the Bond (or provision for payment thereof having been made in accordance with the defeasance provisions of the Bond Resolution), all references in this Rental Agreement to the Bond and the Holder shall be ineffective, and the Holder of the Bond shall not thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested. For purposes of this Rental Agreement the Bond shall be deemed fully paid if it is defeased as provided in the Bond Resolution.

Section 9.9. Tenancy Security Instruments; Cooperation of Issuer. If the Company shall give a Tenancy Security Instrument with respect to this Rental Agreement, the Tenancy Security Instrument Holder shall provide the Issuer with notice of the Tenancy Security Instrument and the name and address of the Tenancy Security Instrument Holder. The Issuer agrees that following receipt of such notice, until written notice of discharge and reconveyance is given by the Tenancy Security Instrument Holder to the Issuer, the following provisions shall apply:

(a) No termination, cancellation, surrender or modification of this Rental Agreement by the Company, nor the waiver by the Company of any of the provisions of this Rental Agreement nor the giving by the Company of any consent shall be effective unless consented to in writing by the Tenancy Security Instrument Holder.

(b) The Issuer, upon providing the Company any notice of (i) an Event of Default under this Rental Agreement or (ii) a matter on which the Issuer may predicate or claim an Event of Default, shall at the same time provide a copy of such notice to the Tenancy Security Instrument Holder of which the Issuer has been provided notice as provided above. The Issuer shall have no liability for the failure to give any such notice except that no such notice by the Issuer to the

Company shall be deemed to have been duly given to the Company unless and until a copy thereof has been so provided to the Tenancy Security Instrument Holder.

(c) So long as the Tenancy Security Instrument is in existence, unless the Tenancy Security Instrument Holder shall otherwise expressly consent in writing, the fee title to the Project held by the Issuer and the Tenancy Interest shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said tenancy interest by the Issuer or by the Company or by a third party, by purchase or otherwise.

(d) In the event of any proceeding by either the Issuer or the Company under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:

(i) If this Rental Agreement is rejected in connection with a bankruptcy proceeding by the Company or a trustee in bankruptcy for the Company, (1) such rejection shall be deemed an assignment by the Company to the Tenancy Security Instrument Holder of all of the Company's interest under this Rental Agreement, (2) this Rental Agreement shall not terminate and (3) the Tenancy Security Instrument Holder shall have all rights of the Tenancy Security Instrument Holder under this Section as if such bankruptcy proceeding had not occurred, unless the Tenancy Security Instrument Holder shall reject such deemed assignment by notice in writing to the Issuer within thirty (30) days following rejection of this Rental Agreement by the Company or the Company's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Rental Agreement shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by the Company or the trustee in connection with any such proceeding, the Tenancy Security Instrument Holder may, within a reasonable time, provide the Issuer with written notice that this Rental Agreement has been terminated (for the purposes of this clause "(i)" a "New Rental Agreement Notice"). The Issuer agrees to enter into a new rental agreement (for the purposes of this clause "(i)", a "New Rental Agreement") of the Project with the Tenancy Security Instrument Holder or its designee for the remainder of the term of this Rental Agreement, effective as of the date of termination, upon the terms, covenants and conditions of this Rental Agreement provided.

(A) The Tenancy Security Instrument Holder shall make written request upon the Issuer for such New Rental Agreement within thirty (30) days after the date the Tenancy Security Instrument Holder receives the New Rental Agreement Notice given pursuant to this subsection.

(B) Any New Rental Agreement made pursuant to this subsection shall have the same priority as this Rental Agreement, and the tenant under such New Rental Agreement shall have the same right, title and interest in and to the Project as the Company had under this Rental Agreement.

(ii) If this Rental Agreement is rejected by the Issuer or by the Issuer's trustee in bankruptcy:

(A) The Company shall not have the right to treat this Rental Agreement as terminated except with the prior written consent of the Tenancy Security

Instrument Holder; and the right to treat this Rental Agreement as terminated in such event shall be deemed assigned to the Tenancy Security Instrument Holder, whether or not specifically set forth in the Tenancy Security Instrument, so that the concurrence in writing of the Company and the Tenancy Security Instrument Holder shall be required as a condition to treating this Rental Agreement as terminated in connection with such proceeding.

(B) Unless this Rental Agreement is treated as terminated in accordance with subsection (ii)(A) above, then this Rental Agreement shall continue in effect upon all the terms and conditions set forth herein. Thereafter, the Company or its successors shall be entitled to any offsets against rent payable hereunder for any damages arising from such rejection with the same priority rights of the Company following such rejection as it would have enjoyed had such rejection not taken place.

(e) The Issuer shall have no rights in and to the rentals payable to the Company under any tenants' subleases of all or any part of the Project, which rentals Issuer acknowledges have been or will be assigned by the Company to the Tenancy Security Instrument Holder.

(f) In the event of any conflict between the provisions of this Rental Agreement and the provisions of the Tenancy Security Instrument with respect to application of casualty and condemnation proceeds, the provisions of the Tenancy Security Instrument shall control.

(g) Notwithstanding any provisions of this Rental Agreement to the contrary, no default or event of default under the Tenancy Security Instrument or any other document or instrument evidencing or securing the indebtedness secured by the Tenancy Security Instrument will, in and of itself, constitute an Event of Default under this Rental Agreement.

(h) The Issuer shall not encumber Issuer's fee simple interest in the Project or assign Issuer's interest in this Rental Agreement, except as expressly provided in this Rental Agreement.

(i) The Issuer acknowledges that, if a Tenancy Security Instrument or any other party succeeds to the interest of the Company under this Rental Agreement as a result of foreclosure proceedings, the granting of a deed in lieu of foreclosure, or through any other means, the Tenancy Security Instrument Holder or any such other party (the "**Successor Company**"), and any transferee of the Tenancy Security Instrument or such other party, shall become a substituted tenant under this Rental Agreement without necessity of any consent of, approval by or notification to Issuer, but the Successor Company shall promptly give notice to the Issuer thereof.

(j) The Successor Company shall be required to assume the Company's obligations under this Rental Agreement and shall be deemed to have agreed to perform all of the Company's obligations hereunder. The Successor Company shall, upon any subsequent assignment of this Rental Agreement and the assumption by such assignee of the obligations under this Rental Agreement in writing to the Issuer, be relieved of all obligations under this Rental Agreement.

(k) A Tenancy Security Instrument Holder may, but will not be obligated to, cure any default by the Company under this Rental Agreement within sixty (60) days after such Tenancy Security Instrument Holder's receipt of Issuer's default notice in the case of a monetary default or within sixty (60) days after such Tenancy Security Instrument Holder's receipt of Issuer's default notice in the case of a non-monetary default; provided, however, that if any non-monetary default reasonably cannot be cured within such sixty (60) day-period, the same shall be deemed to have been timely cured if a Tenancy Security Instrument Holder commences reasonably appropriate curative action within such sixty (60) day-period and diligently prosecutes same to completion thereafter. If any such non-monetary default reasonably cannot be cured by a Tenancy Security Instrument Holder without obtaining possession of the Project, such sixty (60) day cure period shall not commence until a Tenancy Security Instrument Holder obtains possession of the Project, as long as all rent payments are made and all other defaults which reasonably can be cured by such Tenancy Security Instrument Holder without such Tenancy Security Instrument Holder obtaining possession of the Project as so cured, and provided that such Tenancy Security Instrument Holder commences to exercise any rights to obtain possession or to effect foreclosure, and diligently pursues the exercise of such rights thereafter.

(l) In addition to the rights of a Tenancy Security Instrument Holder set forth in this Rental Agreement, if this Rental Agreement is terminated due to an Event of Default, at a Tenancy Security Instrument Holder's request, the Issuer will enter into a new rental agreement with such Tenancy Security Instrument Holder for the remainder of the term which was theretofore terminated having the same other provisions as this Rental Agreement. Such right may be exercised (whether under the provisions of this paragraph or under other provisions of this Rental Agreement) by written notice from such Tenancy Security Instrument Holder to the Issuer on or before the expiration of thirty (30) days after the receipt by such Tenancy Security Instrument Holder of a written notice from Issuer of such termination, which notice shall advise such Tenancy Security Instrument Holder of such termination and expressly refer to the New Rental Agreement rights of such Tenancy Security Instrument Holder under the provisions of this Rental Agreement.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be **"Events of Default"** under this Rental Agreement, and the terms **"Event of Default"** or **"Default"** shall mean, whenever they are used in this Rental Agreement, any one or more of the following events:

(a) a failure of the Company to pay rents required to be paid under Section 5.3 of this Rental Agreement and the continued failure to pay such rent for a period of five (5) days after receipt of written notice of such failure from the Issuer or the Holder; provided that if the Company or its Affiliate is then the Holder of the Bond Basic Rent shall be deemed to have been paid and the corresponding Debt Service on the Bond shall be deemed to have also been paid when due; or

(b) the Company's breach in any material respect of any representation or warranty contained in the Company Documents or the Company's failure to observe, perform, or comply in any material respect with any covenant, condition, or agreement in the Company Documents on the part of the Company to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Company by the Issuer or the Holder, unless the Issuer and the Holder shall agree in writing to an extension of such time prior to its expiration. In the case of any such breach or default that cannot with due diligence be cured within such thirty (30) day period but can be wholly cured within a period of time not materially detrimental to the rights of the Issuer and the Holder, to be determined conclusively by the Issuer, it shall not constitute an Event of Default if corrective action is instituted by the Company within the applicable period and diligently pursued until the breach or default is corrected in accordance with and subject to any directions or limitations of time established by the Issuer; or

(c) the Company shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of its property or of the Project; (ii) fail to promptly lift, release, vacate, stay, or fully bond-off any execution, garnishment, or attachment of such consequence as will (A) have a material adverse effect upon, or a material adverse change in, any of the business, results of operations, properties, prospects, or condition (financial or other) of the Company or the ability of the Company to perform its obligations under the Company Documents or (B) as will impair the ability of the Company to carry on its operations at the Project; (iii) enter into an agreement of composition with its creditors; (iv) admit in writing its inability to pay its debts generally as such debts become due; (v) make a general assignment for the benefit of its creditors; (vi) commence a voluntary case under the federal bankruptcy law or any similar law in effect in a foreign jurisdiction (as now or hereafter in effect); (vii) file a petition or answer seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (viii) fail to controvert in a timely or appropriate manner or acquiesce in writing to any petition filed against it in an involuntary case under such federal bankruptcy law or any similar law in effect in a foreign jurisdiction; or (ix) take any action for the purpose of effecting any of the foregoing; or

(d) a proceeding or case shall be commenced, without the application of the Company, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of the Company; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Company or of all or any substantial part of the assets of it or of the Project; or (iii) similar relief in respect of the Company under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and shall continue unvacated and unstayed and in effect for a period of sixty (60) days, whether consecutive or not.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 hereof shall have happened and be continuing beyond any applicable notice and cure period, the Issuer, or the Holder as assignee of the Issuer, to the extent permitted by law, may take any one or more of the following remedial steps:

(a) upon sixty (60) days' prior written notice to the Company, terminate this Rental Agreement and exclude the Company from possession of the Project; or

(b) subject to the requirements of any Superior Security Document, the Issuer, upon sixty (60) days' prior written notice to the Company, may, without terminating this Rental Agreement, exclude the Company from possession of the Project and use its best efforts to sublease the Project to another for the account of the Company, holding the

Company liable for all rent and other payments due under this Rental Agreement or the Company Documents up to the effective date of such sublease and for the excess, if any, of the rent and other amounts payable by the Company under this Rental Agreement or the Company Documents over the rents and other amounts that are payable by such new sublessee under such new sublease; or

(c) from time to time, take whatever action at law or in equity or under the terms of this Rental Agreement may appear necessary or desirable to collect the rents and other amounts payable by the Company hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Company under the Company Documents; or

(d) At any time after the expiration of the Term pursuant to paragraph (a) above, whether or not the Issuer shall have collected any current damages, the Issuer shall, at its option, be entitled to recover from the Company, and the Company will pay to the Issuer, for the benefit of the Holder, on demand, as and for liquidated and agreed final damages for the Company's default and in lieu of all current damages beyond the date of such demand, an amount equal to all unpaid installments of rent as hereinafter defined or any payment obligations of the Company under the Company Documents, and if any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount agreed upon, the Issuer shall be entitled to the maximum amount allowable under such statute or rule of law. The term "all unpaid installments of rent" shall mean an amount equal to the entire unpaid principal amount of the Bond, together with any applicable redemption premiums and all interest accrued or to accrue on and prior to the next succeeding redemption date on which the Bond can be redeemed after giving notice to the Holder as required by the Bond Purchase Loan Agreement, plus any other payments due or to become due hereunder or under the Company Documents, including, without limitation, any unpaid fees and expenses of the Issuer and the Holder that are then due or will become due prior to the time that the Bond is paid in full, regardless of the expiration of the Term pursuant to paragraph (a) above.

Any amounts of Basic Rent collected pursuant to action taken under this Section shall be applied in payment of the then-outstanding Bond. Any amounts collected as Additional Rent shall be paid to the Person or Persons to whom such Additional Rent is due and owing hereunder.

Notwithstanding that this Rental Agreement (except for Unassigned Rights) is to be assigned to the Holder, the Issuer shall be entitled to enforce this Rental Agreement if any Event of Default relates to such Unassigned Rights or exposes the Issuer, its assets (other than the Bond Security) or its members, officers, employees or agents to any liability. The Holder shall be entitled to enforce the provisions hereof that affect its interests hereunder.

No action taken pursuant to this Section (including repossession of the Project or termination of this Rental Agreement) shall relieve the Company from its obligations pursuant to Section 5.3 hereof or under the Company Documents, all of which shall survive any such action, and the Issuer may take whatever action at law or in equity as may appear necessary and desirable to collect the rent and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement, or covenant of the Company hereunder.

Section 10.3. Remedies Not Exclusive. Subject to the limitations herein, the remedies herein expressly conferred upon the Issuer and the Holder are intended to be in addition to other remedies existing at law or in equity or by statute. Without limiting the generality of the foregoing, and notwithstanding the foregoing provisions of this Article, and notwithstanding any other term or provision of this Rental Agreement (other than Section 11.18 hereof), and notwithstanding any statutory, decisional, or other law to the contrary, (a) in no event shall the Issuer have any right to terminate this Rental Agreement, to enter upon and take possession of the Project, to the dispossession of the Company or the repossession of the Project, or otherwise to obtain possession of the Project, by reason of the occurrence of any Event of Default by the Company without the prior written consent of the Holder of the Bond, of any pledgee of the Bond and of any Lender that is the holder of a Superior Security Document; and (b) in no event shall the termination of this Rental Agreement or the exercise of any other remedy affect or impair the Company's purchase option set forth in Article II of the Purchase and Sale Agreement, subject to and in accordance with the terms and conditions set forth therein. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, the Holder, any pledgee of the Bond and any Lender that is the holder of a Superior Security Document must consent to such exercise. The Holder, any pledgee of the Bond and any Lender that is the holder of a Superior Security Document shall each be deemed a third-party beneficiary of all covenants and agreements herein contained, except for covenants relating solely to the Issuer's Unassigned Rights. Any provision hereof to the contrary notwithstanding, the Issuer's Unassigned Rights shall not be impaired by the exercise of any remedy, by any subordination, or by any act or event whatsoever.

Section 10.4. Company to Pay Fees and Expenses. In the event that the Company should default under any of the provisions of this Rental Agreement and the Issuer or the Holder should employ attorneys, accountants, or other experts or incur other expenses for the collection of amounts due it hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained for its benefit, the Company agrees that it shall on demand therefor pay to such Person the reasonable fees and expenses of such attorneys, accountants, or other experts and such other expenses so incurred by the Issuer or the Holder. Any attorneys' fees required to be paid by the Company under this Rental Agreement shall include attorneys' and paralegal's fees through all proceedings, including, but not limited to, negotiations, administrative hearings, trials, and appeals, court costs and reimbursable expenses of such attorneys. The Company and the Holder shall be entitled to enforce their respective rights under this Article and the Issuer's rights under this Article shall be one of the Unassigned Rights. This section shall survive the termination of this Rental Agreement.

Section 10.5. Waiver of Events of Default. The Issuer may waive any Event of Default hereunder and its consequences or rescind any declaration of acceleration of payments of the rents and other amounts due hereunder provided that the Issuer shall not waive any Event of Default (other than Events of Default relating to the Unassigned Rights) without the prior written consent of the Holder. The Holder may waive any Event of Default hereunder other than Events of Default relating to the Unassigned Rights, which may be waived only by the Issuer. In case of any such waiver or rescission, or in case any proceeding taken by the Issuer or the Holder on account of any such Event of Default shall be discontinued or abandoned or determined adversely to the Issuer or the Holder, then and in every such case the Issuer, the Holder and the Company shall be restored to their former positions and rights hereunder, but no such waiver or rescission shall extend to or affect any subsequent or other Event of Default or impair or exhaust any right, power, or remedy consequent thereon. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Company's Option to Terminate Rental Agreement. The Company shall have, and is hereby granted, at any time and without notice, the option to terminate this Rental Agreement by (i) causing the Bond to be paid or defeased in accordance with the provisions of the Bond Resolution, (ii) paying the Purchase Price (as defined in the Purchase and Sale Agreement) and (iii) giving the Issuer notice in writing of such termination which shall forthwith become effective.

Section 11.2. Quiet Enjoyment. The Issuer agrees that so long as the Company shall fully and punctually pay all of the rents and other amounts provided to be paid hereunder by the Company and shall fully and punctually perform all of its other covenants and agreements hereunder, the Company shall peaceably and quietly have, hold, and enjoy the Project during the Occupancy Term, and the Issuer warrants and covenants that it will defend the Company in such peaceable and quiet possession of the Project.

Section 11.3. Notices. Any request, demand, authorization, direction, notice, consent, or other document provided or permitted by this Rental 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 Rental 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 11.3 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.

Section 11.4. Construction and Binding Effect. This Rental Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes any prior agreements with respect thereto. This Rental Agreement shall inure to the benefit of the Issuer, the Company, the Holder and their respective successors and assigns, and shall be binding upon the Issuer and the Company, subject, however, to the limitations contained in Sections 9.1 and 9.2 hereof.

Section 11.5. Severability. In the event any provision of this Rental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6. Amounts Remaining in the Funds. It is agreed by the parties hereto that any amounts remaining in the Funds upon expiration or sooner termination of the Occupancy Term, as provided in this Rental Agreement, after payment or defeasance of the Bond in full and all sums due and owing to the Issuer and the Holder shall have been paid, shall belong to and shall be paid to the Company as an overpayment of rent.

Section 11.7. Fees Paid by the Company. Except as Section 4.3 hereof permits the payment or reimbursement thereof, the Company shall pay all fees and expenses relating to this Rental Agreement, including but not limited to, any recording fee and tax upon the interest created by this Rental Agreement (if any), and reasonable and actual attorneys' fees (as agreed upon in writing by the Issuer and the Company). In case the Issuer, with the written consent of the Company, pays or advances any money for recording, preparation of documents, any expenses incurred in the completion of this transaction, the payment of any insurance premiums, encumbrances, tax, assessment, or other charge or lien upon the Project, or any other amounts necessary for the payment of the Costs of the Project, the same shall be advances payable in accordance with Section 6.6 of this Rental Agreement.

Section 11.8. No Issuer Liability; Immunity of Members, Officers, and Employees of Issuer. The Company assumes full responsibility for the acquisition and installation of the Project and for any Additions or Alterations thereto replacements thereof and substitutions therefor, and hereby releases the Issuer for any responsibility or liability with respect to the foregoing. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer contained in this Rental Agreement or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Issuer contained in the Bond Resolution against any director, member, officer, or employee, as such, in his/her individual capacity, past, present, or future, of the Issuer, or any successor Person, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Rental Agreement is solely a corporate obligation of the Issuer payable only from the funds and assets of Issuer herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any director, member, officer, or employee, as such, past, present, or future, of the Issuer, or of any successor Person, either directly or through the Issuer, or any successor Person, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Issuer and the Company whether contained in this Rental Agreement or in the Bond, in the Bond Resolution, in the Bond Documents or to be implied hereunder or thereunder as being supplemental hereto or thereto, and that all personal liability of that character against every such director, member, officer, and employee of the Issuer or any such successor Person is, by the execution of this Rental Agreement and as a condition of and as part of the consideration for the execution of this Rental Agreement, expressly waived and released by the Company. The immunity of directors, members, officers, and employees of the Issuer under the provisions contained in this Section shall survive the completion of the Project and the termination of this Rental Agreement.

Section 11.9. Amendments, Changes, and Modifications. This Rental Agreement may not be amended, modified, altered, or terminated, except as provided in this Rental Agreement.

Section 11.10. Execution of Counterparts. This Rental Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.11. Law Governing Construction of this Rental Agreement. This Rental Agreement is prepared and entered into with the intention that the laws of the State of Georgia, exclusive of such State's rules governing choice of law, shall govern its construction.

Section 11.12. Covenants Run with Project. The covenants, agreements, and conditions herein contained shall run with the Project hereby rented and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns. Time is of the essence under this Rental Agreement.

Section 11.13. Subordination to Security Document. This Rental Agreement and the rights and privileges hereunder of the Company are specifically made subject and subordinate to the rights and privileges of the Holder, as set forth in the Security Document.

Section 11.14. **<u>Rental Agreement is "Triple Net"</u>**. This Rental Agreement is a "triple net" rental agreement and in addition to the Basic Rent and Additional Rent due hereunder, the Company shall be responsible for all insurance, taxes, maintenance (including repair and replacement) and expenses, it being generally understood and agreed that the Issuer shall not be responsible for any costs or expenses in connection with the Project during the Term and shall be entitled to a net return of the Basic Rent and Additional Rent undiminished by the cost of insurance, property taxes and assessments, and fees, assessments and charges for water, electrical, gas, sewer or other utility charges or levies of any kind or nature whatsoever, now or at any time hereafter, during the Term. The Issuer and the Company acknowledge and agree that, insofar as the Company might have responsibility for any such item as a matter of law, nevertheless, that responsibility is being made express in this Rental Agreement for the avoidance of doubt and to avoid the Issuer incurring administrative costs or legal fees were such responsibility to be disputed in the absence of this Section of this Rental Agreement. However, upon notifying the Holder and the Issuer of its intention to do so, the Company may, at its own expense and in its own name and behalf or in the name and behalf of the Issuer and in good faith, contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, but only so long as neither the Project nor any part thereof will be subject to imminent loss or forfeiture by reason of such nonpayment, provided that, the foregoing notwithstanding, before any such contest may be undertaken by the Company in the name of the Issuer, (a) the Company must obtain the prior approval of the Issuer which must be authorized by a resolution adopted by the Issuer, and (b) the Company must provide such indemnification of the Issuer as the Issuer may require. If the Company contests any such taxes, assessments, or other charges in accordance with the terms and provisions of this Section, the Issuer agrees to cooperate to the extent reasonably necessary, provided that the Issuer shall not be required to participate in any action or incur any liability or expense whatsoever.

Section 11.15. **<u>Surrender of Project</u>.** Except as otherwise provided in Section 11.21 or elsewhere in this Rental Agreement, at the expiration or sooner termination of the Occupancy Term, the Company agrees to surrender possession of the Project peaceably and promptly to the Issuer in as good condition as at the commencement of the Occupancy Term, excepting only ordinary wear, tear, and obsolescence, and damage by fire or other casualty or a taking by eminent domain which the Company is not obligated by this Rental Agreement to repair.

Section 11.16. **<u>Immunity of Directors and Employees of Company</u>**. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Company contained in this Rental Agreement or for any claim based hereon or otherwise in respect hereof, against any stockholder, director, limited partner (but not general partner), member, officer, manager, employee, trustee for, or agent of the Company, its members or any successor entity(ies), in his or her individual capacity, past, present, or future, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Rental Agreement is solely an obligation of the Company and that no personal liability whatsoever shall attach to, or be incurred by, any such stockholder, director, limited partner (but not general partner), member, officer, manager, employee, trustee for, or agent, either directly or through the Company, or any successor entity, under or by reason of any of the obligations, covenants, promises, or agreements contained in this Rental Agreement or to be implied therefrom, and that all personal liability of that character against every such stockholder, director, limited partner (but not general partner), member, officer, manager, employee, trustee for, or agent is, by the execution of this Rental Agreement and as a condition of and as part of the consideration for the execution of this Rental Agreement, expressly waived and released. The immunity of each such stockholder, director, limited partner (but not general partner), member, officer, manager, employee, trustee for, or agent of the Company under the provisions contained in this Section shall survive the termination of this Rental Agreement.

Section 11.17. Payments Due on Other than Business Days. Whenever a date upon which a payment is to be made under this Rental Agreement falls on a date which is not a Business Day, such payment may be made on the next succeeding Business Day without interest for the intervening period.

Section 11.18. Holder of Pledged Interest. The Issuer agrees and the Holder, by its acceptance of the Bond, shall be deemed to have agreed, that upon receipt of notice from the Holder of a pledged interest in this Rental Agreement, all elections, options, or rights of the Company to terminate this Rental Agreement shall be effective only if consented to in writing by the holder of the pledged interest.

Section 11.19. Estoppel Certificates. Upon twenty (20) Business Days' written request of the Company, the Issuer will provide a statement to any assignee or Lender which is the holder of any Superior Security Document or any Tenancy Security Instrument concerning, to the best of its knowledge, (i) the outstanding amount of the Bond; (ii) whether a default exists under this Rental Agreement or the other Company Documents, and if so specifying the nature of such default; (iii) whether this Rental Agreement or the Company Documents have been amended, and if so, specifying the amendments; and (iv) any other matter concerning this Rental Agreement or the Company Documents reasonably requested by such holders.

Section 11.20. Holdover. In the event the Company remains in possession of the Project after the expiration of the Occupancy Term without the Issuer's written consent, the Company shall be a tenant at will. The Company shall be obligated to pay rent for each month that it holds over without written consent at a monthly rental of $1.00. All of the Company's obligations under this Rental Agreement shall apply during such holdover period and Company shall also be liable for any Additional Rent as herein provided. There shall be no renewal of this Rental Agreement by operation of law or otherwise.

Section 11.21. Purchase and Sale Agreement. Notwithstanding anything in this Rental Agreement to the contrary, in the event of the expiration, scheduled termination, or other termination of this Rental Agreement for any reason whatsoever, the Company in all events shall have the right to exercise the purchase option set forth in Article II of the Purchase and Sale Agreement, subject to and in accordance with the terms and conditions set forth therein. To the extent the Option Closing Date (as such term is defined in the Purchase and Sale Agreement) occurs after the scheduled expiration or earlier termination of this Rental Agreement, notwithstanding such scheduled expiration or earlier termination, the Issuer and the Company acknowledge and agree that this Rental Agreement shall continue in full force and effect, except that, during the period after the scheduled expiration or earlier termination and prior to the Option Closing Date, the Company shall pay rent in accordance with Section 11.20 above, such that the

Company may continue to operate the Project for the purposes set forth in this Rental Agreement and the other Bond Documents without interruption.

Section 11.22. Release of Portions of the Project. Notwithstanding any other provision of this Rental Agreement, upon the written request of the Company, the Issuer agrees at any time and from time to time, to amend this Rental Agreement for the purpose of effecting the release of and removal from this Rental Agreement of any portion of the Project, and conveying any such portion of the Project to the Company or its designee, as requested by the Company. The consideration for any such release is the Company's agreement to make the scheduled principal amortization prepayments set forth in this Rental Agreement. If at the time any such amendment is made the Bond is outstanding and unpaid, the Company shall provide the Issuer with the following:

(a) A copy of said amendment, which may be in the form contained as Exhibit C hereto, as executed by the Issuer and the Company.

(b) An adequate legal description of the portion of the Project to be released.

(c) A certificate of an Authorized Company Representative, dated not more than sixty days prior to the date of the release and stating that, in the opinion of the person signing such certificate, (i) the portion of the Project so proposed to be released is not otherwise needed for the operation of the Project for the purposes hereinabove stated, and (ii) the release so proposed to be made will not materially impair the utility of the Project and will not destroy the means of ingress thereto and egress therefrom, (iii) all necessary action required under the Company's governing documents has been taken to authorize and approve such amendment and (iv) the Company is not in default under any of the provisions of this Rental Agreement.

Upon providing the above with the Issuer, the Issuer shall convey such portion of the Project to be released to the Company by a limited warranty deed and bill of sale. No release effected under the provisions hereof shall entitle the Company to any abatement or diminution of the rents payable under Section 5.3 hereof. If at any time the Company exercises its right to cause portions of the Project to be released hereunder and such release would cause the entire remainder of the Project to be released, the exercise of such right shall be deemed to be an exercise of the Company's option to terminate this Rental Agreement under the Purchase and Sale Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties have caused this Rental 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

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

____
Unofficial Witness

____
Notary Public

My Commission Expires:

____
(date)

(NOTARIAL SEAL)

EXHIBIT A

DESCRIPTION OF THE LAND

EXHIBIT B

DESCRIPTION OF THE EQUIPMENT

NONE

EXHIBIT C

FORM OF AMENDMENT TO RENTAL AGREEMENT

Amendment Number: ___

This **AMENDMENT TO RENTAL AGREEMENT**, dated as of ________________, is between the **DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA** (the "**Issuer**"), a public body corporate and politic created and existing under the laws of the State of Georgia (the "**State**") and **DAS INVESTMENTS, LLC** (the "**Company**"), a limited liability company duly organized and validly existing under the laws of the State of Georgia.

W I T N E S S E T H:

WHEREAS, the Issuer and the Company have heretofore entered into a Rental Agreement, dated as of _________ 1, 2026 (said Rental Agreement, as from time to time modified or amended, is herein called the "**Rental Agreement**"), relating to certain Land in Gwinnett County, Georgia (as more fully described hereinafter as the "**Land**"), together with the improvements now or hereafter located on the Land including buildings and together with ancillary improvements, surface improvements, and below-ground improvements, including structured parking and building fixtures (the "**Improvements**") and machinery, equipment and related property described below (the "**Equipment**" and, together with the Land and the Improvements, the "**Project**"); and

WHEREAS, the Issuer and the Company have now determined that it is necessary to amend the Rental Agreement in certain respects to reflect the [removal from] [addition to] the description of the [Land – the real property (including the improvements thereon constituting part of the Project)] [Equipment – the items] described in Exhibit "1" hereto; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the Issuer and the Company agree to and do hereby amend the Rental Agreement to modify the description of the [Land] [Equipment] contained as Exhibit ["A"] ["B"] attached thereto in order to [remove therefrom] [add thereto], effective as of the date hereof, the [real property (including all structures, buildings and other improvements thereon)] [the personal property and items] described in Exhibit "1" to this Amendment to Rental Agreement.

Section 1. Amendment of Rental Agreement. The Rental Agreement shall be deemed to be modified and amended in accordance with the provisions of this Amendment to Rental Agreement and the respective rights, duties and obligations of the Issuer and the Company under the Rental Agreement shall hereafter be determined, exercised and enforced under the Rental Agreement subject in all respects to this Amendment to Rental Agreement, and all the terms and conditions of this Amendment to the Rental Agreement shall be part of the terms and conditions of the Rental Agreement for any and all purposes. All references in the Rental Agreement to the

[Land] [Improvements] [Equipment] described in Exhibit ["A"] ["B"] thereof shall refer to said Exhibit as hereby amended and modified.

Section 2. Execution Counterparts. This Amendment to Rental Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3. Recordation. This Amendment to Rental Agreement may be recorded in the office of the Clerk of the Superior Court of Gwinnett County, Georgia, or in such other office as may be at the time provided by law as the proper place for such recordation.

Section 4. Rental Agreement to Continue in Full Force and Effect. All other terms of the Rental Agreement shall continue in full force and effect subject to this Amendment to Rental Agreement as set forth herein.

IN WITNESS WHEREOF, the Issuer and the Company have caused this Amendment to the Rental Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers as of ___________, 2026.

DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA

By:___________________________
Chairman

Attest:

____
AsSecretary

[SEAL]

DAS INVESTMENTS, LLC,
a Georgia limited liability company

By:________________________
Name:
Title:

EXHIBIT "1"
TO AMENDMENT TO RENTAL AGREEMENT (Number __)
between
DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA and DAS INVESTMENTS, LLC
dated as of ___________

DESCRIPTION OF [ADDITIONAL] [REMOVED] [LAND] [IMPROVEMENTS] [EQUIPMENT]

Schedule 5.3(b)(iii)