BOND PURCHASE LOAN AGREEMENT

This **BOND PURCHASE LOAN AGREEMENT** (this "**Agreement**"), dated as of __________, 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**"), and **DAS INVESTMENTS, LLC**, a Georgia limited liability company, in its capacity as the tenant (the "**Company**") of the Project, referred to herein, and its successors and assigns as such tenant, and in its capacity as the purchaser (the "**Purchaser**") of the hereinafter-described revenue bond of the Issuer.

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; 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 Issuer proposes to issue its revenue bond (the "**Bond**") in a maximum principal amount not to exceed $[AMOUNT] (the "**Maximum Principal Amount**"), as a single Bond in the form of a draw-down instrument to be designated "Downtown Development Authority of Lawrenceville, Georgia Taxable Economic Development Revenue Bond (DAS Investments, LLC Project), Series 2026", which shall mature on December 1, 20__, and shall bear interest at a rate per annum of 6.00%, which interest shall be payable on December 1 of each year commencing on the first December 1 following the issuance of the Bond. The Bond shall be in substantially the form set forth in <u>Exhibit A</u> to the Bond Resolution (hereinafter defined), with such variations, omissions, substitutions, legends and insertions as may be approved by the official of the Issuer who executes such Bond and by the Purchaser; and

WHEREAS, the Bond is to be issued to acquire approximately 7.86 acres of land located in the central business district of the City at ____ Walther Road, buildings and related structures, fixtures, and improvements located or to be located thereon, and equipment, machinery, furnishings, and other personal property to be located thereon or therein (collectively, the "**Project**"), to be rented to the Company for use as a multi-specialty, outpatient medical office building and related activities; and

WHEREAS, the Project will be rented to the Company under a Rental Agreement (the "**Rental Agreement**"), under the terms of which the Company will pay Basic Rent payments and other payments at such times and in such amounts as will be required to pay debt service on the Bond as and when the same becomes due; and

WHEREAS, pursuant to the resolution adopted by the Issuer (the "**Bond Resolution**"), authorizing the issuance of the Bond and the execution of this Agreement and the other Issuer Documents (as defined in the Bond Resolution) relating to the Bond, including without limitation, the Security Document, the Issuer is pledging, as security for the payment of the Bond, the Bond Security (as defined in the Bond Resolution); and

WHEREAS, all capitalized terms used herein and which are not defined herein shall be defined as set forth in, as applicable, the Bond Resolution, the Rental Agreement and the Exhibits to each of such documents; and

WHEREAS, the Purchaser desires to purchase the Bond and to advance funds or transfer items of property to the Issuer hereunder, initially on the date of the issuance of the Bond and thereafter from time to time until the Expiration Date (defined below).

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. THE CREDIT FACILITY AND THE COMMITMENT AMOUNT: The Purchaser agrees to purchase the Bond and in connection therewith, to provide to the Issuer a credit facility (the "**Credit Facility**") of up to the Maximum Principal Amount of the Bond on the following terms and conditions.

2. ADVANCES: From time to time on or after the date the Bond is issued to, and including, the Expiration Date, the Issuer may make one or more requests for advances with respect to the Bond which shall, when aggregated with prior advances, not exceed the Maximum Principal Amount of the Bond. Costs incurred by the Purchaser for land and costs incurred in constructing any improvements and of acquiring and installing equipment that are a part of the Project shall be treated as if cash in an amount equal to the Purchaser's cost of such land or construction were advanced by the Purchaser to the Issuer hereunder with respect to the Bond and immediately disbursed by the Issuer to reimburse the Purchaser for such costs. Any amounts advanced in cash under the Credit Facility with respect to the Bond shall be used to pay or to reimburse the Issuer and the Company for Costs of the Project and transaction costs of issuing the Bond. For purposes of the foregoing and all other purposes related to the Bond, "**Costs of the Project**," "**Purchaser's cost of such items**," and "**cost to the Company**" as mentioned in the attached form of Certificate and Requisition for Payment, shall be the Purchaser's actual cost.

Advances under the Credit Facility shall be made upon the written Request for Advance in the form attached hereto as Exhibit A, executed by an authorized representative of the Company, as agent of the Issuer, which shall be delivered to the Purchaser at its notice address by regular or electronic mail, courier or hand delivery; such Request for Advance shall be accompanied by a copy of one or more requisitions (in the form provided at the end of Exhibit A hereto), submitted by the Company, as agent of the Issuer, which are in an aggregate amount equal to the amount of the advance being requested. It shall not be necessary for the Company to attach to said Request for Advance or requisitions evidence of cost of the property with respect to which the requested advance is made, but the Purchaser, at the written request of the Issuer, shall make such information available to the Issuer.

Requests for Advances with respect to the Bond shall be promptly honored, provided that (i) the conditions precedent set forth in Section 7 below shall have been satisfied at the time of each advance, (ii) the gross amount requested in such Request for Advance, plus the aggregate gross amounts of all prior advances with respect to the Bond, shall not exceed the Maximum Principal Amount of the Bond, and (iii) the Request for Advance is received on or before the Expiration Date. The Purchaser shall be entitled to rely upon any Request for Advance which the Purchaser reasonably believes in good faith to have been signed by the proper person. In addition, the Purchaser shall have no obligation to, but may if it so elects, fund any advance under the Credit Facility if an "**Event of Default**" (being an "Event of Default" as defined in the Bond Resolution or in any of the Issuer Documents or Company Documents) has occurred and is continuing on and as of such date.

3. COMMENCEMENT DATE: The commencement date of the Credit Facility shall be the date of issuance of the Bond (the date set forth above being merely for purposes of reference).

4. EXPIRATION DATE: The Expiration Date shall be the earliest of (i) the date the Maximum Principal Amount of the Bond has been advanced, (ii) the date the Bond is retired, or (iii) the date the Company delivers a written notice to the Issuer and the Purchaser that it will make no further request for advances hereunder. The Purchaser shall not make any further advances to the Issuer under the Credit Facility with respect to Requests for Advances received after the Expiration Date.

5. UTILIZATION; THE BOND: All advances in cash or in other legal consideration, such as property, under the Credit Facility shall be evidenced by the Bond, which shall be issued in the form of a draw-down instrument in substantially the form reviewed by the Purchaser and approved by the Bond Resolution, with such modifications, if any, as are acceptable to the Issuer and the Purchaser, the Issuer's approval of such modifications, if any, to be conclusively presumed by the execution and delivery thereof, and the Purchaser's acceptance of such modifications, if any, to be conclusively presumed by the Purchaser's acceptance of the Bond. The Bond shall be registered in the name of the Purchaser.

6. ISSUANCE FEE: The Issuer shall charge an issuance fee in connection with the Bond of 1/8 of 1% (0.125%) of the Maximum Principal Amount, such fee to be paid on the date of initial issuance of the Bond.

7. CONDITIONS PRECEDENT: The Purchaser's obligation to fund the initial installment hereunder shall be subject to its receipt from the Issuer of the duly executed Bond, together with an approving opinion of Bond Counsel, delivered by Butler Snow LLP, an opinion of Issuer's Counsel, delivered by Mahaffey Pickens Tucker LLP, and an opinion of Company Counsel, delivered by Brdley Arant Boult Cummings LLP, each of which shall be in form and substance reasonably acceptable to the Purchaser and the Issuer.

8. INVESTMENT: By acceptance hereof, the Purchaser understands, represents and agrees that: (i) the obligations of the Issuer under the Bond and under the related Issuer Documents, are special and limited obligations payable solely from the Pledged Security for the Bond; (ii) the obligations of the Issuer under the Bond and under the Issuer Documents, and the obligations of the Company under the Company Documents and any other obligations that would constitute "**separate securities**" relating to the Bond (collectively, herein called the "**securities**") have not been registered under the Federal Securities Act of 1933, the Securities and Exchange Act of 1934, the Georgia Uniform Securities Act of 2008, or the securities laws, if applicable, of any other state, and applicable rules and regulations thereunder (collectively, the "**Securities Acts**") and are unrated; (iii) no official statement or other offering document has been prepared in connection with the issuance of the Bond; (iv) the Purchaser shall have performed its own "due diligence" investigation as to the Issuer, the Project, the Company, and as to any of the sources of payment of debt service on the Bond and has not relied on any representations of the Issuer, its members, directors, officials, employees, agents or legal counsel as to any matters relating to the adequacy of the Pledged Security to provide for the payment of debt service on the Bond; (v) the Bond is being purchased by the Purchaser in a private sale for its own account and not with a view to resale or other distribution or transfer, except in a transaction in which the Company also assigns its interest in the Project as permitted in the Rental Agreement; (vi) the Bond may not be sold, transferred, pledged or hypothecated by the Purchaser or any subsequent holders except in accordance with the provisions of the Issuer Documents governing transfers of the Bond; and (vii) if any transfer of the Bond would subject the Issuer or the Company to any disclosure requirements under any of the Securities Acts, the Company shall, at its own expense and without cost to the Issuer, make such disclosure as to the Company, the Project, the Pledged Security and the Bond, as is required by the Securities Acts. The representations and agreements contained in this Section shall prevail over any inconsistent term or condition that may be contained in the Rental Agreement relating to the Project, or in the Bond.

9. GOVERNING LAW: This Agreement shall be governed by and construed under and in accordance with the internal laws of the State of Georgia (without giving effect to its conflicts of law principles).

10. ASSIGNMENT: The Purchaser shall be entitled to assign the Bond and its rights under this Agreement in accordance with the terms and conditions of Section 8 above, the Bond, and Section 2.7 of the Bond Resolution.

11. AMENDMENT: No amendment or modification of this Agreement shall be effective unless it is in writing and executed by the Issuer, the Company, the Purchaser and, if applicable, any Tenancy Security Instrument Holder.

12. HEADINGS: All paragraphs or other headings used in this Agreement are for convenience of reference only and do not constitute a substantive part of this Agreement.

13. REQUESTS FOR ADVANCES AND NOTICES: All Requests for Advances shall be delivered to the Purchaser at its address set forth below. All other requests, notices, demands, and other communications under this Agreement shall be given in writing or by electronic means and are to be deemed to have been duly given and to be effective upon delivery to the party to whom they are directed, to such party at its notice address set forth below, provided that any party may by written notice to the other parties designate a different address for receiving notices under this Agreement; provided, however, that no such change of address will be effective unless and until written notice thereof is actually received by the party to whom such change of address notice is sent.

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 13 may, by notice given to the others, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent to it.

14. EFFECTIVE DATE: This Agreement may be executed prior to the delivery of the Bond to the Purchaser but shall not become effective until a counterpart hereof executed by all parties hereto is delivered simultaneously with the issuance of the Bond. Upon execution and delivery hereof, as aforesaid, this Agreement and the terms and provisions of the Bond, the Bond

Resolution and other documents approved by the Bond Resolution shall supersede the provisions of any commitment letter(s) heretofore issued by the Purchaser to the Issuer and the Company with respect to the Bond, the Credit Facility and the Maximum Principal Amount.

15. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be duly executed and delivered, under seal, by its respective duly authorized representatives.

DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA

By:______________________________
Chairman

(SEAL)

Attest:

____
Secretary

[SIGNATURE PAGE TO BOND PURCHASE LOAN AGREEMENT]

DAS INVESTMENTS, LLC,
a Georgia limited liability company

By:___________________________
Authorized Signatory

[SIGNATURE PAGE TO BOND PURCHASE LOAN AGREEMENT]

EXHIBIT A

REQUEST FOR ADVANCE UNDER BOND PURCHASE LOAN AGREEMENT
RELATING TO THE
DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA
ECONOMIC DEVELOPMENT REVENUE BOND
(DAS INVESTMENTS, LLC PROJECT), SERIES 2026

REQUEST FOR ADVANCE NO. ____
RELATING TO THE ABOVE-REFERENCED BOND

TO: DAS INVESTMENTS, LLC, as Purchaser

AMOUNT OF ADVANCE REQUESTED: $__________________

DATE OF REQUEST FOR ADVANCE: ______________________

The undersigned, being an Authorized Company Representative of DAS Investments, LLC (the "Company"), as agent for the Downtown Development Authority of Lawrenceville, Georgia (the "Issuer"), hereby requests an advance in the amount indicated above to pay or to reimburse the Costs of the Project reflected on the accompanying Requisition(s).

The undersigned hereby certifies that:

1. The net amount of the requested advance is equal to the total amount requested in the attached Requisition(s) and the gross amount of the requested advance when added to the gross amount of previously requested advances does not exceed the Maximum Principal Amount.

2. The date that this Request for Advance is being delivered is not later than the Expiration Date set forth in Section 4 of the Bond Purchase Loan Agreement, referred to above.

3. No "Event of Default" as defined in the Bond Purchase Loan Agreement has occurred and is continuing, except:

______ None
______ As described on the attached page.

DAS INVESTMENTS, LLC,
a Georgia limited liability company

By:________________________________
Authorized Company Representative

CERTIFICATE AND REQUISITION FOR PAYMENT

Draw Request #____
RELATING TO THE
DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND
(DAS INVESTMENTS, LLC PROJECT), SERIES 2026

DAS Investments, LLC (the "**Company**") hereby requests, pursuant to the Bond Purchase Loan Agreement and the Rental Agreement (the "**Rental Agreement**") relating to the above-referenced Bond, both by and among the Downtown Development Authority of Lawrenceville, Georgia (the "**Issuer**"), and DAS Investments, LLC, as the Company and as the Purchaser *(check one of the following)*:

_____ the following amounts be disbursed in cash pursuant to the Bond Purchase Loan Agreement relating to the above-referenced Bond, in accordance with the following payment instructions to the following parties :

Name of Payee	Nature of Cost of Project	Amount

Payment Instructions:

or that:

_____ the Company/Purchaser has incurred costs relating to the Project acquired by proceeds of the above-referenced Bond in the amount of $_____________, and directs that said amount be treated as an advance by the Purchaser to the Project Fund for the Bond, a purchase by the Issuer from the Purchaser of such property at such cost, and a reimbursement to the Company for such costs.

The Company does hereby certify to the Issuer and to the Purchaser that, as of the date hereof, (1) the representations and warranties of the Company in the Rental Agreement are hereby ratified and confirmed and (2) such costs are properly included within the definition "Costs of the Project" included within such Rental Agreement.

DAS INVESTMENTS, LLC

By:______________________________________
Authorized Company Representative