After Recording, Return to:
Butler Snow LLP
1170 Peachtree Street, Suite 1900
Atlanta, Georgia 30309
Attn: Kenneth B. Pollock, Esq.

CLERK'S COVER SHEET/ HB 974 DISCLOSURES

1. Date of the Document: _________, 2026

2. Signatories to the Document: Grantor - **DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA**
Grantee - **DAS INVESTMENTS, LLC**

3. Mailing Address of Grantee:

4. Parcel ID Number(s):

5. Original Loan Amount: $__________

6. Initial Maturity Date: December 1, 20__

7. Intangible Recording Tax: N/A

8. Intangible Recording Tax Exemption Authority (If Applicable): A public authority of the state of Georgia is a party to this instrument - Rule 560-11-8-.14(a)

NOTE: THIS COVER SHEET DOES NOT MODIFY THE TERMS OF THE ATTACHED INSTRUMENT

THIS INSTRUMENT IS A “CONSTRUCTION MORTGAGE” WHICH SECURES OBLIGATIONS INCURRED FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY ENCUMBERED HEREBY. (O.C.G.A. § 11-9-334(h)).

STATE OF GEORGIA)
COUNTY OF GWINNETT)

DEED TO SECURE DEBT, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

THIS DEED TO SECURE DEBT, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (this "**Security Document**"), dated for purposes of reference as of _________ 1, 2026, is by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA** (the "**Grantor**"), a development authority and public body corporate and politic of the State of Georgia, the address of which is hereinafter set forth, and **DAS INVESTMENTS, LLC**, a Georgia limited liability company, the address of which is also hereinafter set forth, its successors and assigns that from time to time shall be the registered owner of the Bond described below (the "**Grantee**" and "**Secured Party**"); capitalized words and terms used herein, but not defined herein, shall have the meaning set forth in the Rental Agreement or the Bond Resolution (hereinafter described):

W I T N E S S E T H:

WHEREAS, the Grantor 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 Grantor 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 Grantor'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 Grantor: (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 Grantor's revenue bonds; and (iii) to do any and all acts and things necessary or convenient to carry out the powers of the Grantor expressly conferred by the Act; and

WHEREAS, pursuant to the terms of the Purchase and Sale Agreement (defined below), the Grantor will acquire the below described Project, as it currently exists, including a parcel of land described in Exhibit A hereto, related improvements located and to be located thereon, and building fixtures and building equipment installed or to be installed thereat and is leasing the same to the Grantee, its successors and assigns; and

WHEREAS, the Grantor has issued its Taxable Economic Development Revenue Bond DAS Investments, LLC Project), Series 2026 (the "**Bond**"), in the form of a draw down obligation having a maximum principal amount of $__________ (the "**Maximum Principal Amount**"), and upon which advances have been or will be made in order for the Grantor to pay cost of acquiring the Project; and

WHEREAS, the Grantor and the Grantee have executed the Rental Agreement (defined below), pursuant to the terms of which the Grantee will rent the Project from the Grantor and will pay to the Grantor Basic Rent payments at such times and in such amounts as will be required to pay the principal of, and interest on the Bond, as and when the same become due; and

WHEREAS, the Bond was authorized under a resolution (the "**Bond Resolution**") adopted by the Grantor on August 10, 2026, and was sold to the Grantee pursuant to a Bond Purchase Loan Agreement (the "**Bond Purchase Loan Agreement**"), between the Grantor and the Grantee, in separate capacities as purchaser of the Bond and as tenant under the Rental Agreement; and

WHEREAS, pursuant to the terms of the Bond Resolution, the Grantor is, as security for the payment of the Bond, granting to the Grantee the Pledged Security (defined below) as provided herein.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of the Grantor hereinafter set forth, the Grantor does hereby grant, bargain, sell, convey, assign, transfer and set over unto the Grantee, its successors and assigns, all of the following described land and interests in land, estates, easements, rights, improvements, fixtures and appurtenances, moneys, and other property and rights (hereinafter collectively referred to as the "**Pledged Security**"):

ALL right, title and interest of the Grantor in the land described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "**Land**");

ALL right, title and interest of the Grantor in and to the improvements constructed and to be constructed on the Land, including, but not limited to any buildings, structures, paving, landscaping and building fixtures, and all Additions, Alterations, replacements and substitutions for any portion thereof (the "**Improvements**") and all items constituting fixtures, trade fixtures, building equipment, furniture, furnishings, and other equipment designated as such by the Grantee that is from time to time owned by the Grantor, located on the Land or in the Improvements that is acquired by the Grantor with the proceeds of the Bond, and all replacements and substitutions thereof (the "**Equipment**") (the Land and the Improvements are herein called the "**Premises**" and the Premises and the Equipment are collectively called the "**Project**");

ALL right, title and interest of the Grantor in and to the "**Basic Rent**," described in Section 5.3(a) of the Rental Agreement, dated as of __________, 2026, relating to the Project, between the

Grantor, as landlord, and the Grantee, as initial tenant (the "**Rental Agreement**"), together with any termination payment the Tenant may be required to make thereunder, relating to the Project; the term "Tenant" as used herein means the tenant of the Project under the Rental Agreement;

ALL right, title and interest of the Grantor in and to that certain Purchase, Sale and Option Agreement (the "**Purchase and Sale Agreement**"), dated __________, 2026, between the Grantor, as buyer and optionor, and the Grantee, as seller and optionee, including without limitation, all Option Exercise Price proceeds thereunder (the "**Option**");

ALL right, title and interest of the Grantor in and to the Rental Agreement, except for the Unassigned Rights (as defined in the Rental Agreement);

ALL right, title and interest of the Grantor in and to all other leases and rental agreements (other than the Rental Agreement), lettings and licenses of the Project or any part thereof now or hereafter entered into by the Grantor upon expiration or termination of the Rental Agreement, and all right, title and interest of the Grantor thereunder, and the rents, issues, profits, accounts receivable and revenues realized by the Grantor from such leasing or licensing of the Project, or any part thereof, from time to time accruing (including without limitation all payments under leases or tenancies, tenant security deposits and escrow funds) under such leases, lettings and licenses, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor, in and to the same and including, without limitation, the right to receive and collect the rents, issues and profits payable thereunder, subject, however, to rights of the Grantor that are similar in nature to the Unassigned Rights;

ALL right, title and interest of the Grantor in and to cash, if any, from time to time on deposit in the Sinking Fund and Project Fund created by the Bond Resolution, and investments, if any, from time to time held for the credit of the Sinking Fund and the Project Fund, and investment income earned on such investments, subject to the rights of the Grantor and the Tenant under the Rental Agreement and the Bond Resolution to have amounts in the Project Fund applied as provided in the Rental Agreement and in the Bond Resolution;

ALL right, title and interest of the Grantor in and to all surveys, environmental reports, warranties, bonds, letters of credit or other security for construction of the Project, guarantees, business and building licenses and permits, architects' and engineers' plans, blueprints and drawings, construction, professional and other contracts and books and records relating to the Project; and all other, further or additional title, estates, options, privileges, interest or rights which the Grantor may now or hereafter acquire in and to the Project and the Rental Agreement (except for the Grantor's Unassigned Rights);

ALL right, title and interest of the Grantor in and to Net Proceeds (as defined in the Rental Agreement);

ALL right, title and interest of the Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Project, hereafter acquired by, or released to the Grantor, or constructed, assembled or placed by the Grantor or by others for the Grantor's benefit on the Project, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further conveyance, assignment or other act by the Grantor, shall become subject to the encumbrance of this Security Document as fully and completely, and with the same effect, as though now owned by the Grantor and specifically described herein; and

ALL of the products and proceeds of the foregoing and accounts receivable relating thereto, including without limitation, investments thereof, and investment income earned thereon (except amounts payable to or on behalf of the Grantor on account of its Unassigned Rights).

TO HAVE AND TO HOLD the Pledged Security unto the Grantee, its successors and assigns forever,

PROVIDED, HOWEVER, should the Grantor well and truly pay unto the Grantee the Indebtedness (hereinafter defined) according to the tenor and effect thereof when the same shall become due and payable, and should the Grantor perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants contained herein, and in the Bond and in the Bond Resolution, then (a) this Security Document shall be canceled and surrendered, it being intended by the parties that this instrument shall operate as a deed passing title to the Premises (and any of the other of the Pledged Security that is determined to constitute real property under the laws of the State of Georgia) to the Grantee and is made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage, and is given to secure payment of the Indebtedness; and (b) the liens and security interests hereby created on the Pledged Security (to the extent the same is not real property) shall be released, otherwise this Security Document and the title, security interests and liens hereby created shall remain in full force and effect.

THIS SECURITY DOCUMENT is intended to operate and is to be construed: (i) as a deed to secure debt passing security title to the Premises (and any of the other of the Pledged Security that is determined to constitute real property under the laws of the State of Georgia) to the Grantee, subject to Permitted Encumbrances, and is not intended to operate or to be construed as a mortgage; (ii) as an assignment of leases and rents relating to the Rental Agreement and other leases; and (iii) as a security agreement that grants to the Grantee a security interest in the other Pledged Security, and is made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, assignments of leases and rents and security agreements. This Security Document is subject and junior to Superior Encumbrances, being all encumbrances and title exceptions on the Project in existence at the time of recording of this Security Document.

THIS INSTRUMENT is given to secure the following described indebtedness, liabilities and obligations of the Grantor (the **"Indebtedness"**):

(a) The Indebtedness evidenced by the Bond, being in the form of a draw-down obligation having a Maximum Principal Amount of ____________ MILLION DOLLARS ($[AMOUNT]), the final payment of debt service on which is due on December 1, 2048, together with any and all renewal or renewals, modification or modifications and extension or extensions of the indebtedness evidenced by the Bond, and together with any and all accrued and unpaid interest on the Bond in accordance with the terms of the Bond;

(b) Any and all advances made by the Grantee to protect or preserve the Pledged Security or the Grantee's interest therein, including, but not limited to advances made by the Grantee to pay taxes, to pay insurance premiums on insurance relating to the Project or the activities conducted thereat, to repair or maintain the Project, or to complete improvements to the Project;

(c) Any and all expenses incident to the collection of the Indebtedness secured hereby, the foreclosure hereof by action in any court, or by exercise of the power of sale herein contained; and

(d) The full and prompt payment and performance of any and all obligations or covenants of the Grantor to the Grantee under the terms of any other agreements, assignments or other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness, including without limitation, the Bond, the Rental Agreement, the Purchase and Sale Agreement and the Bond Resolution (herein collectively called the "**Issuer Documents**").

AND the Grantor covenants and agrees with the Grantee as follows:

ARTICLE I
Covenants of Grantor

Section 1.01. Payment of the Indebtedness. The Grantor shall punctually pay, but solely from the Pledged Security, the Indebtedness as provided herein, in the Bond and in the Bond Resolution in the coin and currency of the United States of America which is legal tender for the payment of public and private debts.

Section 1.02. Title to the Pledged Security. The Grantor warrants that (i) it has full power and lawful authority to convey and encumber the Pledged Security in the manner and form set forth herein and this Security Document constitutes a valid and enforceable deed to secure debt as to the Premises (and any of the other of the Pledged Security that is determined to constitute real property under the laws of the State of Georgia), assignment of and security interest in the Pledged Security; (ii) it has not conveyed, assigned or pledged any of the Pledged Security, except to the Grantee pursuant hereto and pursuant to the Bond Resolution and has the right to convey, assign and pledge its interest therein to the Grantee hereunder, but makes no other representations or warranties as to any prior encumbrances on the Land or on the other property comprising the Project; (iii) it will preserve such security title and security interest, and the lien created by such assignment, and will forever warrant and defend the validity and priority hereof against the claims of all persons and parties claiming by, through or under the Grantor; and (iv) that the Rental Agreement is the only lease or occupancy agreement entered into by Grantor with respect to the Project.

Section 1.03. Enforcement of Issuer Documents. So long as the Issuer Documents are in effect, the Grantee, as well as the Grantor, shall be entitled to enforce the Grantor's obligations under the Issuer Documents, provided, however, that only the Grantor shall be entitled to enforce the Grantor's Unassigned Rights by seeking monetary damages, but in the enforcement of such Unassigned Rights, the Grantor shall not exercise the remedy of terminating the Issuer Documents without the prior written consent of the Grantee. The Grantor shall permit the Grantee to enter upon the Project and inspect the Project at all reasonable hours and without prior notice. The Grantor shall not, without the prior written consent of the Grantee, threaten, commit, permit or suffer to occur any waste, material alteration or demolition or removal of any material portion of the Project.

Section 1.04. Insurance. The Rental Agreement requires the Tenant to carry, or cause to be carried, certain insurance relating to the Project. The Grantor and the Grantee shall each have the right to enforce the provisions of the Rental Agreement relating to insurance.

Section 1.05. Eminent Domain. If the Grantor 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, the Grantor shall promptly notify the Grantee of the pendency of such proceedings. The Grantee may participate in any such proceedings and the Grantor from time to time will deliver to the Grantee all instruments requested by it to permit such participation. The Grantor 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 Grantee and shall allow the Grantee, at its expense, to undertake the primary negotiations of and defense of the proceedings.

Section 1.06. Use of Net Proceeds. Subject to the prior rights of the Tenant under the Rental Agreement and the holder of any Superior Encumbrance, the Net Proceeds, to the extent paid to the Grantor, shall, upon receipt, be deposited in the Project Fund and shall be the property of the Tenant under the Rental Agreement and may be used as permitted by the Rental Agreement.

Section 1.07. Taxes and Other Charges. So long as the Rental Agreement is in effect, the Grantee, as well as the Grantor, shall be entitled to enforce the Tenant's covenants therein relating to the payment of all taxes of every kind and nature, and assessments, levies, permits, 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. The Grantee may undertake primary enforcement, at its expense.

Section 1.08. Mechanics' and Other Liens. So long as the Rental Agreement is in effect, the Grantee, as well as the Grantor, shall be entitled to enforce Tenant's covenants thereunder relating to mechanics' and other liens. The Grantee may undertake primary enforcement, at its expense.

Section 1.09. This Instrument Authorized. The Grantor hereby warrants and represents that the execution and delivery of this instrument, the Bond Purchase Loan Agreement, the Rental Agreement, the Purchase and Sale Agreement, the Bond and the other Issuer Documents have been duly authorized and that there is no provision in the Act or other provisions of applicable law, as the same may have been amended, requiring further consent for such action by any other entity or person; it is duly created, activated, validly existing and in good standing under the laws of the State of Georgia and has (a) all necessary licenses, authorizations, registrations and approvals and (b) full power and authority to own its properties and carry on its activities as presently conducted; and the execution and delivery by and performance of its obligations under this instrument, the Bond Resolution, the Bond Purchase Loan Agreement, the Rental Agreement, the Purchase and

Sale Agreement, the Bond, and the other Issuer Documents will not result in the Grantor being in default under any provision of the Act or other provisions of Georgia law, as the same may have been amended, or of any deed to secure debt, mortgage, indenture, contract or other agreement to which it is a party.

Section 1.10. Additional Covenants. Without the prior written consent of the Grantee, the Grantor shall not, except as expressly permitted pursuant to the terms of the Rental Agreement, sell, lease, exchange, assign, convey, transfer, encumber or otherwise dispose of (or enter into any agreement to do so), the Pledged Security or any part thereof or any interest therein, including, without limitation, the leases, rents or income thereof.

Section 1.11. Security Agreement.

(a) Insofar as the Pledged Security consists of rights and property (the "**UCC Property**") in which the Grantor can grant a security interest under the Uniform Commercial Code as enacted in the State of Georgia (the "**UCC**"), this Security Document is hereby made and declared to be a security agreement, encumbering each and every item of the UCC Property, in compliance with the provisions of the UCC. Financing statements, describing the UCC Property and amendments thereto and naming the Grantee as "secured party" and the Grantor as "debtor," may be prepared by the Grantee and appropriately filed. The remedies for any violation of the covenants, terms and conditions of the security agreement contained herein shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in the UCC, all at the Grantee's sole election. The Grantor and the Grantee agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the Grantor and the Grantee that any item that is physically attached to the Premises, at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the Improvements irrespective of whether (a) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (b) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire, casualty and/or hazard insurance policy, or (B) any award in condemnation proceedings for a taking or for loss of value, or (C) any of the Grantor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Project, whether pursuant to a lease or otherwise, shall never be construed as in anywise altering any of the rights of the Grantee as determined by this Security Document or impugning the priority of the interest granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of the Grantee in the event any court shall at any time hold with respect to the foregoing (A), (B) or (C), that notice of the Grantee's priority of interest to be effective against a particular class of persons must be filed in the UCC records.

(b) The Grantor shall execute and deliver to the Grantee, in form and substance satisfactory to the Grantee, such further assurances as the Grantee may from time to time reasonably consider necessary to create, perfect and preserve the Grantee's security interest herein granted, and the Grantee may cause such statements and assurances to be recorded and filed at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

The assignment and security interest herein granted shall not be deemed or construed to constitute the Grantee as a "mortgagee in possession" of the Project, and the Grantee shall not be obligated to lease the Project or attempt to do same, or to take any action, incur any expense or perform or discharge any obligation, duty or liability whatsoever under any of the leases or otherwise.

Section 1.12. Assignment of Leases and Rents. By this Security Document, the Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey absolutely unto the Grantee the Rental Agreement and all other leases and the rents subject only to the Superior Encumbrances applicable thereto to have and to hold the Rental Agreement and all other leases and the rents forever, and the Grantor does hereby, bind itself, its successors and assigns to warrant and forever defend (but at the cost of the Grantee) the title to the leases and the rents unto the Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided, however, if the Grantor shall pay or cause to be paid the Indebtedness as and when the same shall become due and payable and shall perform and discharge or cause to be performed and discharged all of the obligations on its part to be performed hereunder on or before the date same are to be performed and discharged, then this assignment shall thereupon become terminated and of no further force and effect, and all rights, titles and interests conveyed pursuant to this assignment shall become revested in the Grantor without the necessity of any further act or requirement by the Grantor or the Grantee.

ARTICLE II
Default and Remedies

Section 2.01. Events of Default. Any one or more of the following events or conditions shall constitute Events of Default under this Security Document:

(a) an Event of Default, as such term is therein defined, should occur under the Rental Agreement or the Bond Resolution; or

(b) failure by the Grantor to observe or perform any of the other terms, covenants or conditions contained in this Security Document, for ten (10) days after receipt from the Grantee of written notice of such failure, provided, such ten (10) day grace period set forth in this subsection (b) shall not apply to any other Event of Default expressly set forth in this Section 2.01 or to any other covenant or condition with respect to which a limitation as to time or grace period or right to cure is expressly provided in this Security Document; or

(c) if any disposition prohibited by Section 1.10 hereof of the Pledged Security or any part thereof is made by the Grantor; or

(d) if there is an attachment or sequestration of or relating to a material part of the Pledged Security and the same is not promptly discharged.

Section 2.02. Remedies.

(a) Upon the occurrence of any Event of Default, the Grantee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against the Grantor and in and to the Pledged Security, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Grantee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Grantee: (1) declare the entire unpaid Indebtedness to be immediately due and payable; or (2) notify the Tenant under the Rental Agreement that all rents and other sums owing on such Rental Agreement has been assigned to the Grantee and are to be paid directly to the Grantee, and to enforce payment of all obligations owing under the Rental Agreement, by suit, ejectment, cancellation, releasing, reletting or otherwise, whether or not the Grantee has taken possession of the Project, and to exercise whatever rights and remedies the Grantee may have under any assignment of rents and leases; or (3) enter into or upon the Project, either personally or by its agents, nominees or attorneys and dispossess the Grantor and their agents and servants therefrom, and thereupon the Grantee may (all subject to the terms of and the rights of the Tenant under the Rental Agreement): (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Project and conduct the activities thereat; (ii) complete any construction on the Project in such manner and form as the Grantee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Project; (iv) exercise all rights and powers of the Grantor with respect to the Project, whether in the name of the Grantor, or otherwise, and demand, sue for, collect and receive all earnings, revenues, rents, issues, profits and other income under the Rental Agreement, which rights shall not be in limitation of the Grantee's rights under any assignment of rents and leases securing the Indebtedness; and (v) apply the receipts from the Project to the payment of the Indebtedness, after deducting therefrom all reasonable expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Project, as well as just and reasonable compensation for the services of the Grantee, its counsel, agents and employees; or (4) institute proceedings for the complete foreclosure of this Security Document either at law, in equity or pursuant to Section 2.02(b) herein, in which case the Project may be sold for cash or upon credit in one or more parcels; or (5) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Security Document for the portion of the Indebtedness then due and payable (if the Grantee shall have elected not to declare the entire Indebtedness to be immediately due and owing), subject to the continuing encumbrance of this Security Document for the balance of the Indebtedness not then due; or (6) sell for cash or upon credit the Pledged Security or any part thereof and all estate, claim, demand, right, title and interest of the Grantor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Pledged Security, this Security Document shall continue as an encumbrance on the remaining portion of the Pledged Security; or (7) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in the Rental Agreement or the Bond; or (8) recover judgment on the Rental Agreement or the Bond either before, during or after any proceedings for the enforcement of this Security Document; or (9) apply for the appointment of a trustee, receiver, liquidator or conservator of the Pledged Security, without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of the Grantor, any guarantor, or any other person, firm or other entity liable for the payment of the Indebtedness; or (10) pay or perform any default in the payment, performance or observance of any term, covenant or condition of this Security Document, and all payments made or costs or expenses incurred by the Grantee in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Grantor to the Grantee with interest thereon at the Default Interest Rate provided in the Bond, the necessity for any such actions and of the amounts to be paid to be in the sole judgment of the Grantee, and the Grantee may, subject to the terms of and the rights of the Tenant under the Rental Agreement, enter and authorize others to enter upon the Project or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to the Grantor; or (11) pursue such other remedies as the Grantee may have under applicable law, in equity or under the Bond, the Rental Agreement, the Bond Resolution or this Security Document.

(b) If an Event of Default shall have occurred, the Grantee, at its option, may sell the Pledged Security or any part of the Pledged Security at public sale or sales at the usual place for conducting sales in the county in which the Pledged Security is situated, to the highest bidder for cash, in order to pay the Indebtedness secured hereby and accrued interest thereon and insurance premiums, liens, assessments, taxes and charges, including utility charges, if any, with accrued interest thereon, and all expenses of the sale and of all proceedings in connection therewith, including reasonable attorneys' fees, actually incurred, after advertising the time, place and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which Sheriff's sales are advertised in said county, and providing notice to Grantor as required by O.C.G.A. § 44-14-162.2, all other notice being hereby waived by the Grantor. At any such public sale, the Grantee may execute and deliver to the purchaser a conveyance of the Pledged Security or any part of the Pledged Security, in fee simple, with full warranties of title (or without warranties if the Grantee shall so elect) which sale shall be subject to the Rental Agreement and to this end, the Grantor hereby constitutes and appoints the Grantee the agent and attorney-in-fact of the Grantor to make such sale and conveyance, and thereby to divest the Grantor of all right, title, interest, equity and equity of redemption that the Grantor may have in and to the Pledged Security and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon the Grantor. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable, are granted as cumulative of the other remedies provided hereby or by law for collection of the Indebtedness secured hereby and shall not be exhausted by one exercise thereof but may be exercised until full payment of all Indebtedness is secured hereby. In the event of any such foreclosure sale by the Grantee, the Grantor shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

(c) The purchase money proceeds or avails of any sale made under or by virtue of this Article II, together with any other sums which then may be held by the Grantee under this Security Document, whether under the provisions of this Article II or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of any such sale, including reasonable compensation to the Grantee, its agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Grantee under this instrument, together with interest as provided herein on all advances made by the Grantee and all taxes or assessments, except any taxes, assessments or other charges subject to which the Pledged Security shall have been sold.

Second: To the payment of the whole amount then due, owing or unpaid upon the Bond for principal, together with any and all applicable interest.

Third: To the payment of any other sums required to be paid by the Grantor pursuant to any provision of this Security Document, the Bond, or the Rental Agreement.

Fourth: To the payment of the surplus, if any after the payment of all the Indebtedness, to whomsoever may be lawfully entitled to receive the same. The Grantee and any receiver of the Pledged Security, or any part thereof, shall be liable to account for only those rents, issues and profits actually received by it.

(d) The Grantee may adjourn from time to time any sale by it to be made under or by virtue of this Security Document by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, the Grantee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(e) Upon the completion of any sale or sales made by the Grantee under or by virtue of this Article II, the Grantee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. The Grantee is hereby irrevocably appointed the true and lawful attorney of the Grantor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Pledged Security and rights so sold and for that purpose the Grantee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the Grantor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Article II, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Grantor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Grantor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under the Grantor (but subject to the Rental Agreement and all parties claiming by, through or under the Tenant under the Rental Agreement).

(f) In the event of any sale made under or by virtue of this Article II (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale) the entire Indebtedness, if not previously due and payable, immediately thereupon shall, anything in the Bond, in the Rental Agreement or in this Security Document to the contrary notwithstanding, become due and payable.

(g) Upon any sale made under or by virtue of this Article II (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the Grantee may bid for and acquire the Pledged Security or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Grantee is authorized to deduct under this Security Document.

(h) No recovery of any judgment by the Grantee and no levy of an execution under any judgment upon the Pledged Security or upon any other property of the Grantor shall affect in any manner or to any extent, the lien and title of this Security Document upon the Pledged Security or any part thereof, or any liens, titles, rights, powers or remedies of the Grantee hereunder, but such liens, titles, rights, powers and remedies of the Grantee shall continue unimpaired as before.

(i) The Grantor agrees, to the fullest extent permitted by law, that upon the occurrence of an Event of Default, neither the Grantor nor anyone claiming through or under the Grantor or any of them shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Security Document, or the absolute sale of the Pledged Security, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Grantor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshaled upon any foreclosure hereof or sale pursuant hereto.

(j) Any foreclosure of this Security Document is made subject to the rights of the Tenant under the Rental Agreement and under the Option.

(k) In case any proceeding taken by the Grantee on account of any Event of Default relating thereto (or any invocation by the Grantee of any right, remedy or recourse permitted under this Security Document on account of any Event of Default) shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Grantee, then and in every such case the Grantor, the Grantee, and the Tenant shall be restored to its former position and rights hereunder and under the Rental Agreement and under the other Issuer Documents, respectively, and all rights, remedies, powers, and duties of the Grantee shall continue as though no such proceedings had been taken. If the Indebtedness has been accelerated, the Grantee may rescind such acceleration at any time so long as the Pledged Security has not been sold pursuant to the power of sale contained in this Security Document. The Grantor hereby expressly waives any and all benefits the Grantor may have under O.C.G.A. § 44-14-85 to claim or assert that the acceleration of the maturity of the Indebtedness has been rescinded and that the Indebtedness has been reinstated in accordance with its terms following the withdrawal of any foreclosure proceedings by the Grantee, and acknowledges and agrees that the rescission of the acceleration of the maturity of the Indebtedness and the reinstatement of the Indebtedness shall occur only upon written agreement of the Grantee.

Section 2.03. Payment of Indebtedness After Default. Upon the occurrence of any Event of Default and the acceleration of the maturity of the Bond, if, at any time prior to foreclosure sale, the Grantor or any other person tenders payment of the amount necessary to satisfy the Indebtedness, the same shall constitute an evasion of the payment terms of the Bond and shall be deemed to be a voluntary prepayment thereunder, in which case such payment must include any premium required under the prepayment provisions, if any, contained in the Bond.

Section 2.04. Grantor's Actions After Default. After the happening of any Event of Default and immediately upon the commencement of any action, suit or other legal proceedings by the Grantee to obtain judgment for the Indebtedness, or of any other nature in aid of the enforcement of the Rental Agreement, of the Bond, of the Bond Resolution or of this Security Document, the Grantor will, if required by the Grantee, consent to the appointment of a receiver or receivers of the Pledged Security and of all the earnings, revenues, rents, issues, profits and income thereof. Nothing herein shall be deemed to require the commencement of a suit or the consent of the Grantor as a condition precedent for the Grantee's right to the appointment of a receiver or the exercise of any other rights or remedies available to the Grantee.

Section 2.05. Control by Grantee After Default. Notwithstanding the appointment of any receiver, liquidator or trustee of the Grantor, or of any of its property, or of the Pledged Security or any part thereof, the Grantee shall be entitled to retain possession and control of all property now and hereafter covered by this Security Document, subject to the terms of the Rental Agreement.

ARTICLE III
Miscellaneous

Section 3.01. Nature of Obligations of Grantor.

(a) The obligations of the Grantor hereunder are not general obligations of the Grantor but are special and limited obligations of the Grantor that are payable solely from the Pledged Security, and the Grantee shall not be entitled to any deficiency judgment against the Grantor. The Grantee expressly acknowledges that the Grantor has executed and delivered this Security Document for the sole purpose of granting to the Grantee, as security for the Indebtedness, the portion of the Pledged Security in which it has an interest. The Grantee acknowledges and agrees that notwithstanding anything herein to the contrary, neither the Grantor nor any of its officers or directors shall have any personal liability for payment of the Indebtedness or performance of the duties and obligations of the Grantor hereunder, and the Grantee shall look solely to, and rely solely upon, the Pledged Security for payment of the Indebtedness.

(b) The Grantee expressly acknowledges that no personal liability whatsoever shall attach to, or be incurred by, any member, director, officer, official, counsel, agent or employee, as such, past, present or future, of the Grantor or of any successor body, either directly or through such Grantor or any successor body, under or by reason of any of the obligations, covenants, promises, or agreements entered into between such Grantor and the Grantee contained in this Security Document or to be implied herefrom, and that all personal liability of that character against every such member, director, officer and employee is, by the execution of this Security Document and as a condition to, and as part of the consideration for, the execution of this Security Document, expressly waived and released. The immunity of the members, directors, officers, officials, counsel, agents and employees of the Grantor under the provisions contained in this paragraph shall survive termination of this Security Document.

Section 3.02. Notices. All notices to any parties hereunder shall be in writing and shall be given by United States mail or overnight courier to such party at its address set forth below or such other address as such party may hereafter specify by notice to the other party hereto. Each such notice, request or other communication shall be effective (i) if given by mail, 72 hours after such communication is deposited in the mail with first class postage pre-paid, addressed as aforesaid, or (ii) if given by any other means (including, without limitation, by air courier), when delivered or received at the address specified in this section (provided that notices to the Grantee shall not be effective until received).

To the Grantor:	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 Grantee:	DAS Investments, LLC 5330 Northwater Way Duluth, Georgia 30097 Attn: Deep Shah
with a copy to:	

Any person designated in this Section 3.02 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. If the Grantee named herein shall have assigned this Security Document to a successor Holder of the Bond, notices to the Grantee shall be sent to the successor Bondholder at such address as such successor Bondholder shall have provided to the Grantor in writing. Any Lender may provide its notice address to all parties listed above, and such Lender shall then receive copies of any notices delivered hereunder.

Section 3.03. Binding Obligations. The provisions and covenants of this Security Document shall be binding upon the Grantor and shall inure to the benefit of Grantee and subsequent holders of the Bond. For the purpose of this Security Document, the term "**Grantor**" shall mean the Grantor named herein, and its successors and assigns.

Section 3.04. Captions. The captions of the sections of this Security Document are for the purpose of convenience only and are not intended to be a part of this Security Document and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

Section 3.05. Severability. Any provision of this interest which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

Section 3.06. General Conditions.

(a) All covenants hereof shall be construed as affording to the Grantee rights additional to and not exclusive of the rights conferred under the provisions of applicable laws of the State of Georgia.

(b) This instrument cannot be altered, amended, modified or discharged orally and no agreement shall be effective to modify or discharge it in whole or in part, unless it is in writing and signed by the party against whom enforcement of the modification, alteration, amendment or discharge is sought.

(c) No remedy herein conferred upon or reserved to the Grantee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Grantee in exercising 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 of any such Event of Default, or any acquiescence therein. Acceptance of any payment after the occurrence of an Event of Default shall not be deemed to waive or cure such Event of Default; and every power and remedy given by this Security Document to the Grantee may be exercised from time to time as often as may be deemed expedient by the Grantee. Nothing herein or in the Bond shall affect the obligation of the Grantor to pay the Indebtedness in the manner and at the time and place therein respectively expressed.

(d) No waiver by the Grantee will be effective unless it is in writing and then only to the extent specifically stated. Without limiting the generality of the foregoing, any payment made by the Grantee for insurance premiums, taxes, assessments, water rates, sewer rentals or any other charges affecting the Project, shall not constitute a waiver of the Grantor's default in making such payments and shall not obligate the Grantee to make any further payments.

(e) The Grantor acknowledges that it has received a true copy of this Security Document.

(f) For the purposes of this Security Document, all defined terms and personal pronouns contained herein shall be construed, whenever the context of this Security Document so requires, so that the singular shall be construed as the plural and vice versa and so that the masculine, feminine or neuter gender shall be construed to include all other genders.

(g) No provision of this Security Document shall be construed against or interpreted to the disadvantage of the Grantor or the Grantee by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

(h) Whenever any payment to be made hereunder or under the Bond, the Rental Agreement or in any other agreement between the Grantor and the Grantee shall be stated to be due on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such payment may be made on the next succeeding Business Day without interest for the intervening period ("**Business Day**" means a day which is not a Saturday, Sunday, a legal holiday, or any other day on which banking institutions are authorized to be closed in the State of Georgia).

(i) Time is of the essence with respect to each and every covenant, agreement and obligation of the Grantor under this Security Document, the Bond, the Rental Agreement and the Bond Resolution.

Section 3.07. Legal Construction. The enforcement of this Security Document shall be governed, construed and interpreted by the laws of the State of Georgia. Nothing in this Security Document, the Rental Agreement, the Bond or in any other agreement between the Grantor and the Grantee shall require the Grantor to pay, or the Grantee to accept, interest in an amount which would subject the Grantee to any penalty under applicable law. In the event that the payment of any interest due hereunder or under the Bond or any such other agreement would subject the Grantee to any penalty under applicable law, then automatically the obligations of the Grantor to make such payment shall be reduced to the highest rate authorized under applicable law.

Section 3.08. No Partnership or Joint Venture. Nothing contained herein or in the Bond or in the Rental Agreement, nor the acts of the parties hereto, shall be construed to create a partnership or joint venture between the Grantor and the Grantee. The relationship between the Grantor and the Grantee is the relationship of "debtor" and "creditor".

Section 3.09. Counterparts. This instrument may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together shall constitute one and the same instrument.

Section 3.10. Non-Residential Status of Property. The Grantor represents and warrants to the Grantee that neither all of the Premises nor any part thereof is to be used as a dwelling place by the Grantor at the time this Security Deed is entered into and, accordingly, under O.C.G.A. § 44-14-163.3, the notice requirements of O.C.G.A. § 44-14-162.2 shall not be applicable to any exercise of the power of sale contained herein.

Section 3.11. Commercial Transaction. The interest of the Grantee hereunder and the liability and obligation of the Grantor for the payment of the Indebtedness arise from a "commercial transaction" within the meaning of O.C.G.A. § 44-14-260(1). Accordingly, pursuant to O.C.G.A. § 44-14-263, the Grantor waives any and all rights which the Grantor may have to notice prior to seizure by the Grantee or any interest in personal property of the Grantor pledged hereunder, whether such seizure is by writ of possession or otherwise.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Section 3.12. WAIVER OF GRANTOR'S RIGHTS. BY EXECUTION OF THIS SECURITY DOCUMENT, THE GRANTOR EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE INDEBTEDNESS EVIDENCED BY THE BOND AND THE POWER OF ATTORNEY GIVEN HEREIN TO THE GRANTEE TO SELL THE PLEDGED SECURITY BY NONJUDICIAL FORECLOSURE AND EXERCISE ALL RIGHTS UNDER THE SECURED TRANSACTION PROVISIONS OF THE UNIFORM COMMERCIAL CODE, AS IN EFFECT IN GEORGIA, UPON THE OCCURRENCE OF AN EVENT OF DEFAULT WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE, OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY DOCUMENT; (B) WAIVES ANY AND ALL RIGHTS THE GRANTOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES (INCLUDING, THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY THE GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO THE GRANTEE; (C) ACKNOWLEDGES THAT AN OFFICER OF OR LEGAL COUNSEL TO THE GRANTOR HAS READ THIS SECURITY DOCUMENT AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO THE GRANTOR AND THE GRANTOR HAS CONSULTED WITH COUNSEL OF THE GRANTOR'S CHOICE PRIOR TO EXECUTING THIS SECURITY DOCUMENT; AND (D) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF SUCH GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY SUCH GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed and delivered under seal as of the day and year first above written. The undersigned officer of the Grantor certifies that he/she has read and understands the waiver of the Grantor's rights contained in Section 3.12 hereof.

DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA

(SEAL)

By: ______________________________________
Chairman

Attest:

____
Secretary

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]

The Grantee has executed this Security Document for the purpose of becoming a signatory to the security agreement set forth herein.

DAS INVESTMENTS, LLC, a Georgia limited liability company

By:_________________________________
Authorized Signatory

Signed, sealed, and delivered on
the ____ day of _________ 2026
in the presence of:

____
Unofficial Witness

____
Notary Public

My Commission Expires:______________
(date)

(NOTARIAL SEAL)

<u>EXHIBIT A</u>

DESCRIPTION OF THE LAND