BOND RESOLUTION

AUTHORIZING THE ISSUANCE OF A DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND (DAS INVESTMENTS, LLC PROJECT), SERIES 2026, IN A MAXIMUM PRINCIPAL AMOUNT OF $[AMOUNT]

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This Table of Contents is for convenience of reference only and is not part of this Bond Resolution.

A RESOLUTION AUTHORIZING THE ISSUANCE BY THE DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA OF ITS TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND (DAS INVESTMENTS, LLC PROJECT), SERIES 2026, IN A MAXIMUM PRINCIPAL AMOUNT OF $[AMOUNT], TO PAY OR REIMBURSE THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING A CAPITAL PROJECT CONSISTING OF LAND, TOGETHER WITH IMPROVEMENTS THERETO AND EQUIPMENT THEREON, TO BE RENTED TO DAS INVESTMENTS, LLC FOR USE AS AN ECONOMIC DEVELOPMENT PROJECT UNDER O.C.G.A. § 36-42-3(6); PROVIDING FOR THE TERMS OF SUCH BOND AND FOR THE RIGHTS AND REMEDIES OF THE HOLDER OF SUCH BOND; AUTHORIZING THE VALIDATION AND SALE OF SUCH BOND; APPROVING AND AUTHORIZING THE EXECUTION OF A RENTAL AGREEMENT AND OTHER DOCUMENTS RELATING TO SUCH BOND; AND FOR OTHER PURPOSES

WHEREAS, capitalized terms used in the recitals hereto that are not defined therein shall be defined as provided in Article I hereof; and

WHEREAS, the Downtown Development Authority of Lawrenceville, Georgia (the "**Issuer**") is a public body corporate and politic duly created and validly existing under and pursuant to the Downtown Development Authorities Law, 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**"), adopted on November 7, 1983, and the Issuer's directors have been elected as provided in the Act and are currently acting in that capacity; and

WHEREAS, the Act authorizes the Issuer to issue revenue bonds and use the proceeds thereof for the purpose of paying all or any part of the cost of any "project," which includes the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the downtown development area designated by the governing body of the City, and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities in the Issuer's authorized area of operation, which project may be for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the directors of the Issuer determines, by a duly adopted resolution, that the project and such use thereof would further the public purpose of the Act, to otherwise carry out the purposes of the Act, and to pay all other costs of the Issuer incident to or necessary and appropriate to such purposes; and

WHEREAS, the Act also authorizes the Issuer to (1) construct, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects; (2) make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the Issuer or to further the public purpose for which the Issuer is created, including, but not limited to, contracts for construction of projects, contracts for sale of projects, and contracts with respect to the use of projects; (3) acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character, or any interest therein, in furtherance of the public purpose of the Issuer; (4) borrow money to further or carry out its public purpose and to execute revenue bonds, trust agreements, agreements for the sale of its revenue bonds, loan agreements, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, and such other agreements or instruments as may be necessary or desirable, in the judgment of the Issuer, to evidence and to provide security for such borrowing; and (5) use any real property, personal property, or fixtures or any interest therein or to rent or lease such property to or from others or make contracts with respect to the use thereof, or to sell, lease, exchange, transfer, assign, pledge, or otherwise dispose of or grant options for any such property in any manner as it deems to the best advantage of the Issuer and the public purpose thereof; and

WHEREAS, the Act also authorizes the Issuer, as security for repayment of its revenue bonds, to pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any property of the Issuer (including, but not limited to, real property, fixtures, personal property, and revenues or other funds) and to execute any trust agreement, agreement for the sale of the Issuer's revenue bonds, loan agreement, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other agreement or instrument as may be necessary or desirable, in the judgment of the Issuer, to secure any such revenue bonds, which instruments or agreements may provide for foreclosure or forced sale of any property of the Issuer upon default in any obligation of the Issuer, either in payment of principal, premium, if any, or interest or in the performance of any term or condition contained in any such agreement or instrument; and

WHEREAS, DAS Investments, LLC (the "**Company**"), a Georgia limited liability company, proposes to acquire, construct, and install buildings and related structures, fixtures, and improvements located or to be located on approximately 7.86 acres of land located in the central business district of the City at 775 Walther Road (collectively, the "**Project**"), which the Company proposes to sell to the Issuer after the completion of the construction and installation of the Project, pursuant to the terms of a Purchase, Sale and Option Agreement (the "**Purchase and Sale Agreement**"), between the Issuer and the Company; and

WHEREAS, the Issuer proposes to obtain funds to acquire the Project from the Company by issuing its revenue bond (the "**Bond**"), to be issued 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," the principal amount of which shall not exceed $[AMOUNT]; and

WHEREAS, in accordance with the applicable provisions of the Act, the Issuer, in furtherance of the public purposes for which it was created, proposes to enter into a Rental Agreement (the "**Rental Agreement**") with the Company, under the terms of which the Issuer agrees to finance the cost of the acquisition of the Project and to rent the Project to the Company for use as a multi-specialty, outpatient medical office building and related activities, and the Company agrees to pay to the Issuer under the Rental Agreement specified rents and other payments that will be fully sufficient to pay the principal of, and the redemption premium (if any) and the interest on, the Bond as the same become due and to pay certain administrative expenses in connection with Bond, all as is more fully set forth in the Rental Agreement; and

WHEREAS, pursuant to the terms of the Purchase and Sale Agreement, the Issuer proposes to grant to the Company an option to purchase the Project in whole, after the expiration or sooner termination of the term of the Rental Agreement, for a purchase price that will be sufficient to enable the Issuer to pay, retire, and prepay the Bond; and

WHEREAS, the Issuer proposes to sell the Bond to the Company, as purchaser (in such capacity, the "**Purchaser**"), pursuant to a Bond Purchase Loan Agreement (the "**Bond Purchase Loan Agreement**"), under the terms of which the Company will agree to purchase the Bond by advancing funds or transferring items of property constituting the Project to the Issuer, initially on the date of the issuance of the Bond and thereafter from time to time until the Expiration Date (as defined in the Bond Purchase Loan Agreement); and

WHEREAS, the Bond will be secured by a Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement (the "**Security Document**") from the Issuer, as debtor, in favor of the Company, in its capacity as purchaser of the Bond; and

WHEREAS, under the terms of the Rental Agreement, the Issuer will receive specified rents and other payments from the Company, which payments constituting Basic Rent (as defined herein) will be assigned and pledged, together with the Rental Agreement itself (except for the Unassigned Rights) and all amounts on deposit from time to time in the "**Bond Fund**" and the "**Project Fund**" (as such terms are defined herein) as security for the payment of the principal of, and the redemption premium (if any) and the interest on, the Bond; and

WHEREAS, after careful study and investigation of the nature of the Project, the Issuer hereby finds and determines that: (i) the Project may be financed as a "project" as defined in O.C.G.A § 36-42-3(6); (ii) the Project will further the purposes and policies of the Act through, among other things, the anticipated capital investment and job creation in the City's central business district and by promoting the revitalization and redevelopment of the City's central business district, thereby developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities and promoting the general welfare of the State of Georgia (the "**State**"); (iii) accomplishing the foregoing is in the best interests of the Issuer in that the Project is for a lawful, valid, and necessary public purpose, which will promote the revitalization and redevelopment of the City's central business district, thereby developing and promoting trade, commerce, industry, and employment opportunities for the public good and the general welfare, and will promote the general welfare of the State, and will increase or maintain employment in the area of operation of the Issuer, all to the public benefit and good; (iv) the undertaking for which the Bond is to be issued is expected to increase or maintain employment in the County; (v) the issuance of the Bond to finance the Project and the rental of the Project to the Company will be in the public interest of the inhabitants of the City and of the State; (vi) the Project and the use thereof will further the public purposes of the Act for which the Issuer was created; and

WHEREAS, the Issuer further finds and determines that the Project and the Bond will be sound, feasible and reasonable, for the reasons, among others, that: (i) under the terms of the Rental Agreement, the Issuer will receive specified rents (*i.e.,* the Basic Rent, as defined therein) from the Company with respect to the Project, which shall be assigned and pledged, together with the other Pledged Security (defined below), as security for the payment of the principal of and the interest on, the Bond, the Issuer having found and determined, and hereby finding and determining, that the Pledged Security is sufficient for the repayment of the Bond; (ii) the ownership of the Bond and the Company's interest in the Rental Agreement may not, as provided in this Bond Resolution and the Rental Agreement, be separated; the Basic Rent, as required by the Rental Agreement, is and will be sufficient to repay the Bond in full; therefore, all payments of Basic Rent required to be made by the Company under the Rental Agreement shall be deemed paid directly or credited against the Debt Service due to the Holder (as such terms are hereinafter defined) as provided in this Bond Resolution and the applicable Bond Documents (defined below). hence, the Issuer is not exposed to either the risk of nonpayment of the Basic Rent or of nonpayment of the Debt Service payable on the Bond; and (iii) the Issuer has found and determined, and does hereby find and determine, that it cannot be reasonably said that the Project is not feasible; and

WHEREAS, the Issuer further finds and determines that the economic benefits that will inure to the City and the State from the Project and the operation thereof and the payments to be made under the Rental Agreement and the related purchase option granted under the Purchase and Sale Agreement will be equal to or greater in value than the benefits to be derived by the Company from the Rental Agreement and purchase option; therefore, the use of proceeds of the Bond to acquire the Project, the rental of the Project under the Rental Agreement, the grant of the purchase option contained in the Purchase and Sale Agreement, the execution and delivery of the Security Document, and the execution and delivery by the Issuer of any Superior Security Document (defined below) or other loan-related document to the Company's Lenders (defined below) do not violate the prohibition in the Georgia Constitution on the payment by public bodies of gratuities to private sector Persons; and

WHEREAS, the Issuer further finds and determines that the basis for this transaction is the public benefit ("**Public Benefit**") that will inure to the Issuer, the City and the State from the Project and the operation thereof, including the economic benefits of the Project, the investment to be made in the Project and the jobs to be created at the Project, that the Public Benefit represents the economic interest of the Issuer in the Project, that the Public Benefit will be protected through the Bond Documents, including, without limitation, through provisions thereof that require that the Issuer purchase the Project only after the Project is completed and that prevent the Issuer's Unassigned Rights (defined below) from being pledged or subordinated to the Company's Lenders, and that, therefore, the execution and delivery by the Issuer of any Superior Security Document or other loan-related document to the Company's Lenders do not violate the prohibition in the Georgia Constitution on the lending of credit by public bodies to private sector persons; and

WHEREAS, the Issuer further finds and determines that under O.C.G.A. § 44-7-1, O.C.G.A. § 44-6-101, and other relevant provisions of law, under the Rental Agreement the Company takes only a mere usufruct and bailment for hire because the Issuer and the Company so agree and have so stated in the Rental Agreement, because at no point in time shall the Company have an interest under the Rental Agreement for a period of time longer than four (4) years and because under the Rental Agreement the Company takes only a circumscribed and limited use of the Project; and

WHEREAS, the Issuer further finds and determines that (i) the adoption of this Bond Resolution and the subsequent issuance of the Bond to acquire the Project does not constitute a "business loan" or confer any other "public benefit" within the meaning of O.C.G.A. § 50-36-1, and (ii) neither the Company nor any other participant in the transaction involving the Bond or the Project and their respective counsel constitute an "applicant for public benefits" within the meaning of O.C.G.A. § 50-36-1 in connection with the issuance of the Bond; therefore, such persons are not subject to Systematic Alien Verification of Entitlement pursuant to such code section in connection with the issuance of the Bond; and

WHEREAS, the Issuer further finds and determines that the Project is not a public project, does not involve public works construction, and is therefore not subject to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 *et seq.*), and the Rental Agreement is not a contract for the "physical performance of services" within the meaning of O.C.G.A. §§ 13-10-90 and 13-10-91; and

WHEREAS, the Issuer further finds and determines that there are no payments in lieu of taxes payable pursuant to the Rental Agreement that are pledged to secure payment of the Bond, and the Bond is therefore not subject to the PILOT Restriction Act (O.C.G.A. § 36-80-16.1); and

WHEREAS, the Issuer desires to elect to waive the requirements of O.C.G.A. § 36-82-100, requiring a performance audit or performance review to be conducted with respect to the Bond, and in connection therewith, to include language, in bold face type, in the Notice to the Public regarding the validation hearing for the Bond stating that no performance audit or review will be conducted; and

WHEREAS, the proposed forms of the following documents are attached hereto as Exhibits:

Exhibit A - being the proposed form of the Bond;

Exhibit B - being the proposed form of the Rental Agreement between the Issuer and the Company under which the Issuer is to rent the Project to the Company;

Exhibit C - being the proposed form of the Bond Purchase Loan Agreement between the Issuer and the Company (in its capacity as tenant of the Project and purchaser of the Bond), under which the Issuer is to sell the Bond to the Company;

Exhibit D - being the proposed form of the Security Document between the Issuer, as grantor and debtor, and the Company, as grantee and secured party, under which the Issuer creates a security interest in the hereinafter defined Pledged Security in favor of the Company, as the initial registered owner and each successor registered owner of the Bond (herein called a "**Holder**"); and

Exhibit E - being the proposed form of the Purchase and Sale Agreement between the Issuer and the Company, under which the Issuer agrees to purchase the Project, the Company agrees to sell the Project to the Issuer, and the Issuer grants to the Company an option to purchase the Project.

Exhibits B through E to this Bond Resolution are collectively called the "**Bond Documents**." The Bond Resolution, the Bond Documents and the Pledged Security are collectively called the "**Bond Security**;" and

WHEREAS, this Bond Resolution has been duly adopted and all things necessary to make the Bond, when validated, issued and delivered as provided in this Bond Resolution, the legal, valid, binding, and enforceable limited obligation of the Issuer according to the import thereof, and to create a valid pledge of the Bond Security, have been done and performed, and the execution and delivery of the Issuer Documents and the execution, issuance, and delivery of the Bond, subject to the terms hereof, have in all respects been authorized;

NOW, THEREFORE, BE IT RESOLVED by the Downtown Development Authority of Lawrenceville, Georgia, as follows:

ARTICLE I
DEFINITIONS AND OTHER MATTERS

Section 1.1. Definitions. The terms in bold-face type set forth above in the recitals hereof shall have the meanings set forth in the recitals. Certain words and terms used in this Bond Resolution shall have the meaning given to them in Section 1.1 of the Rental Agreement which by this reference is incorporated herein. Words such as "acquisition," "acquire," and "acquiring," and other words of similar import shall, when used with respect to the Project or any portion or component thereof, mean and include the acquisition of the Project or such portion or component thereof. In addition to the words and terms defined in Section 1.1 of the Rental Agreement, the following words and terms shall have the meanings specified below unless the context or use indicates another or different meaning or intent:

"**Act**" has the meaning provided in the Recitals above.

"**Additions or Alterations**" means modifications, upgrades, alterations, additions, enlargements, or expansions to property comprising the Project.

"Affiliate" means a person or entity (as used herein, "entity" includes, without limitation, any public body) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a specified person or entity. As used herein, the term "control" of a person or entity means the possession, directly or indirectly, of the power: (A) to vote 50% or more of the voting securities of such person or entity (on a fully diluted basis) having ordinary power to vote in the election of the governing body of such person or entity, or (B) to direct or cause the direction of the management or policies of a person or entity, whether through ownership or voting securities, by contract or otherwise.

"**Bond**" has the meaning provided in the Recitals above. Without limitation, Bond refers to the "Downtown Development Authority of Lawrenceville, Georgia Taxable Economic Development Revenue Bond (DAS Investments, LLC Project), Series 2026," authorized by this Bond Resolution, in substantially the form attached hereto as Exhibit A.

"**Bond Documents**" has the meaning provided in the Recitals, above.

"**Bond Purchase Loan Agreement**" has the meaning provided in the Recitals, above, and includes the Bond Purchase Loan Agreement, dated as of the Document Date, between the Issuer and the Company (in its capacity as tenant of the Project and purchaser of the Bond), in substantially the form attached hereto as Exhibit C, as it may hereafter be amended in accordance with Article IX of this Bond Resolution.

"**Bond Resolution**" has the meaning provided in the Recitals, above, and includes this resolution, as it may hereafter be amended in accordance with Article IX hereof.

"**Bond Security**" has the meaning provided in the Recitals, above, and includes, as to the Bond, this Bond Resolution, the Bond Documents executed in connection with the issuance of the Bond and related thereto, and the Pledged Security pledged to secure the Bond by the Security Document between the Issuer and the Company.

"**Business Day**" means a day that is not a Saturday, Sunday, a legal holiday, or any other day on which banking institutions are authorized to be closed in the State.

"**City**" has the meaning provided in the Recitals, above.

"**Code**" means the Internal Revenue Code of 1986, as amended, and applicable regulations and rulings thereunder.

"**Company**" means has the meaning provided in the Recitals, above, and includes any entity to which the rights of any entity to which the rights of DAS Investments, LLC are assigned and any successor tenant under the Rental Agreement.

"**Company Documents**" means those of the Bond Documents to which the Company is to be a party signatory.

"**Costs of the Project**" means those aggregate costs and expenses paid or incurred in connection with the acquisition, construction, equipping, and installation of the Project and permitted by the Act and Section 4.3 of the Rental Agreement to be paid or reimbursed from proceeds of the Bond, whether prior to or after the date hereof.

"**Custodian**" means the Company, or any successor Custodian of the Sinking Fund and Project Fund for the Bond designated pursuant to Section 5.5 hereof.

"**Debt Service**" and "**debt service**" mean, as to the Bond, the principal of, interest on, and redemption amount, if any, payable on the Bond.

"**Debt Service Payment Date**" means 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 with respect thereto as provided in Section 2.3 hereof.

"**Default Interest Rate**" means, as to the Bond, as to delinquent payments of Basic Rent under the Rental Agreement and the Debt Service on the Bond, the Stated Interest Rate.

"**Document Date**" means September 1, 2026, or such later date as may be agreed upon by the Issuer and the Company.

The term "**escrow agent**" has the meaning provided in Article XI, below.

"**Event of Default**" has the meaning provided in Article VII, below.

"**Funds**" means, collectively, the Project Fund and the Sinking Fund.

"**Government Obligations**" means any direct and general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury of the United States of America) or obligations the payment of the principal of and interest on which when due are fully and unconditionally guaranteed by the United States of America.

"**Holder**" and "**Bondholder,**" and the terms "**owner"** and **"holder,"** means the registered owner of the Bond.

"**Initial Advance**" has the meaning provided in Section 2.2, below.

"**Interest Payment Date**" means the first December 1 following the issue date of the Bond and December 1 of every year thereafter to and including the Maturity Date of the Bond, unless the Bond is earlier retired in full by redemption.

"**Issuer**" has the meaning provided in the Recitals, above.

"**Issuer Documents**" means those of the Bond Documents to which the Issuer is to be a party signatory.

"**Lender**" means any financial institution or other bona fide lender which has advanced credit to the Company.

"**Maturity Date**" means the final maturity date of the Bond, as stated in the Bond.

"**Maximum Principal Amount**" means $[AMOUNT], being the maximum principal amount of the Bond and the maximum aggregate amount that may be drawn down by the Issuer under the Bond Purchase Loan Agreement.

"**Outstanding**" means a Bond, or portion thereof, which has been duly delivered by the Issuer under this Bond Resolution, except:

(a) a Bond, or portion thereof, theretofore surrendered to and canceled, or required to be canceled by, the Issuer,

(b) a Bond, or portion thereof, which is deemed to have been paid in accordance with Article XI of this Bond Resolution, and

(c) a Bond, or portion thereof, in substitution for which another Bond has been delivered under Section 2.7 of this Bond Resolution.

If the Bond, or any portion thereof, has been defeased pursuant to Article XI of this Bond Resolution, the Bond or such portion shall not be deemed to be Outstanding within the meaning of this provision.

"**Paying Agent**" means the Company, acting as paying agent for the Issuer with respect to the payment of Debt Service on the Bond, or a successor paying agent for the Bond.

"**Permitted Encumbrances**" is defined in the Rental Agreement.

"**Permitted Investments**" means the authorized investments permitted from time to time by the laws of the State of Georgia for proceeds of the Bond.

"**Person**" means a natural person, business organization, public body, or other legal entity.

"**Pledged Revenues**" means (i) revenues received by the Issuer constituting payments of Basic Rent pursuant to Section 5.3(a) of the Rental Agreement relating to the Project, (ii) investment income, if any, earned from the Permitted Investments in the Sinking Fund and Project Fund, and (iii) the contractual rights of the Issuer to receive the foregoing.

"**Pledged Security**" means and includes, among other things, (a) the interest of the Issuer in the Project, (b) the rights of the Issuer in and under the Rental Agreement (except for the Unassigned Rights), (c) the Pledged Revenues, (d) all Net Proceeds as defined in the Rental Agreement, (e) amounts, if any, in the Sinking Fund and Project Fund for the Bond, and (f) the proceeds of the foregoing, all as more specifically described in the Security Document.

"Principal Balance" means as of any particular time, (i) the total amount drawn down by the Issuer under the Bond Purchase Loan Agreement, reduced by (ii) any principal amounts which have theretofore been paid on the Bond.

"Principal Payment Date" means the Maturity Date of the Bond, and any other date on which principal is scheduled to be paid as reflected in the Bond, and the date of any redemption or prepayment of principal of the Bond.

"**Project**" has the meaning provided in the Recitals, above, and includes the Land, the Improvements and the Equipment as the same shall exist from time to time.

"**Project Fund**" means the "Downtown Development Authority of Lawrenceville, Georgia Taxable Economic Development Revenue Bond (DAS Investments, LLC Project), Series 2026 - Project Fund" established as provided in Article V hereof.

"**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 hereto as <u>Exhibit F</u>, as it may hereafter be amended in accordance with Article IX of this Bond Resolution.

"**Purchaser**" means the purchaser and initial Holder of the Bond.

"**Redemption Date**" or "**redemption date**" means any date on which the Bond is to be prepaid and redeemed, in whole or in part, as established by the notice of redemption relating thereto.

"**Register**" means the registration books for the Bond maintained and to be maintained by the Registrar.

"**Registrar**" means the Company, acting on behalf of the Issuer, as registrar for the Bond, or any successor Registrar.

"**Regular Record Date**" means, with respect to any Debt Service Payment Date, the 15th day of the calendar month next preceding such Debt Service Payment Date.

"**Rental Agreement**" has the meaning provided in the Recitals, above, dated as of the Document Date, by and between the Issuer and the Company, in substantially the form attached hereto as Exhibit B, as it may hereafter be amended in accordance with Article IX of this Bond Resolution.

"**Security Document**" **h**as the meaning provided in the Recitals, above, and includes the instrument entitled "Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement," between the Issuer and the Purchaser, and its successors and assigns, securing payment of the Bond, in substantially the form attached hereto as Exhibit D, as it may hereafter be amended in accordance with Article IX of this Bond Resolution.

"**Sinking Fund**" means the "Downtown Development Authority of Lawrenceville, Georgia Taxable Economic Development Revenue Bond (DAS Investments, LLC Project), Series 2026 - Sinking Fund" established as provided in Article V hereof.

"**Special Record Date**" means the date established pursuant to Section 2.3 hereof for the payment of delinquent Debt Service and deficiency interest thereon.

"**State**" means the State of Georgia.

"**Stated Interest Rate**" means the interest rate to be stated in the Bond.

"**Superior Encumbrances**" is defined in the Rental Agreement.

"**Superior Security Document**" means a deed to secure debt or similar instrument or instruments in which the Company or the Issuer or both pledges the Project, its interest in the Rental Agreement, or its interest in the Pledged Security 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 Pledged Security.

"**Unassigned Rights**" is defined in the Rental Agreement.

Section 1.2. Construction of Certain Terms. For all purposes of this Bond Resolution, 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) All references in this instrument to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Bond Resolution unless the context clearly indicates a reference to some other instrument or to a particular law or regulation. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this Bond Resolution as a whole and not to any particular Article, Section, or other subdivision.

(3) 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.

(4) 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 instrument.

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 Bond Resolution are solely for convenience of reference, are not a part of this Bond Resolution, 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 with respect to the compliance by the Issuer with any condition or covenant provided for in this Bond Resolution shall be delivered only after the Person or Persons signing the same has made such examination or investigation as is 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, 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 such accountant, unless otherwise known by such Person. 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 or any third party) upon the certificate or opinion of, or representations by, such director or official of the Issuer 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 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 Bond Resolution, but different directors, officials, counsel, or accountants may certify or opine to different matters, respectively.

Section 1.5. Findings. The findings and determinations set forth in the recitals contained herein are incorporated in the body of this Bond Resolution by this reference.

ARTICLE II
AUTHORIZATION, FORM AND REGISTRATION OF BOND

Section 2.1. Authorization; Designation and Terms of the Bond. The Issuer is hereby authorized to sell, execute, and deliver to the Purchaser its revenue bond, which is to be issued as a single draw-down instrument to be designated "Downtown Development Authority of Lawrenceville, Georgia Taxable Economic Development Revenue Bond (DAS Investments, LLC Project), Series 2026." The Bond shall have a principal amount not to exceed the Maximum Principal Amount. The Bond 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 date of issuance of the Bond, with the final interest payment being due on the Maturity Date. The Bond shall be in substantially the form set forth in Exhibit A to this Bond Resolution, with such variations, omissions, substitutions, legends and insertions as may be approved by the official of the Issuer who executes the Bond and by the Purchaser. The maximum principal and interest payable on the Bond in any calendar year shall not exceed $[AMOUNT].

The Bond shall be dated the date it is initially issued, which shall be the date the Bond is delivered in exchange for the first draw made with respect to the Bond by the Issuer under the Bond Purchase Loan Agreement. Draws may be made in cash or other legal consideration such as by the conveyance by the Purchaser (or for the account of the Purchaser) to the Issuer of property that is to be a part of the Project, and in the latter case the amount of the draw shall be equal to the Purchaser's cost of such property. The amount of such initial advance shall be the initial Principal Balance of the Bond. The Maximum Principal Amount of the Bond is the maximum aggregate amount that may be drawn down under the Bond Purchase Loan Agreement. To the extent the amount initially drawn down by the Issuer under the Bond Purchase Loan Agreement is less than the Maximum Principal Amount, the difference may thereafter be drawn down by the Issuer from time to time to pay or reimburse Costs of the Project until the aggregate amount of the initial draw and all subsequent draws is equal to, but not in excess of, the Maximum Principal Amount; provided, however, that draws shall be subject to any limitations contained in the Bond Purchase Loan Agreement. The amount of any additional advances under the Bond Purchase Loan Agreement shall increase the Principal Balance of the Bond. The dates and amounts (in cash or other legal consideration, such as property) drawn down by the Issuer from time to time under the Bond Purchase Loan Agreement shall be noted by the Purchaser on the Schedule of Advances and Payments, appearing at the end of the Bond. The Bond shall upon initial issuance be numbered "R-1" and each successor Bond issued upon the transfer or replacement of the Bond shall be numbered one integral number higher than the Bond that was surrendered for transfer or the Bond being replaced.

No bonds, other than the Bond described above, may be issued under this Bond Resolution or be secured by the Bond Security, other than a Bond that is issued upon transfer of the Bond or to replace the Bond as provided in Section 2.7 hereof, unless this Bond Resolution is amended, in accordance with Article IX hereof, to permit the issuance of additional bonds and to establish the respective rights of the Holder of the Bond and the Holders of such one or more additional bonds in the Bond Security.

The Chairman or, in his or her absence or incapacity, the Vice Chairman, of the Issuer is hereby authorized and directed to immediately notify the District Attorney of the Gwinnett Judicial Circuit of the action taken by the Issuer, to request such District Attorney to institute a proceeding to confirm and validate the Bond described above and to pass upon the security therefor, and the said Chairman or Vice Chairman and Secretary or Assistant Secretary of the Issuer are further authorized to acknowledge service and make answer in such proceeding.

A certificate of validation shall be endorsed upon the Bond, and the Clerk of the Superior Court of Gwinnett County, Georgia, is instructed to execute a certificate of validation upon the written request of the Issuer, specifying that the Bond is being issued in exchange or for transfer of registration for the Bond issued and delivered to the initial purchaser thereof or one of the Bonds previously issued in exchange therefor.

Section 2.2. Use of Proceeds of the Bond. The Bond is to be issued to acquire the Project pursuant to the Purchase and Sale Agreement, which Project the Issuer is to rent to the Company for use as a multi-specialty, outpatient medical office building and related activities pursuant to the Rental Agreement. Other than an initial advance in the amount of $1,000 to be paid in actual cash on the date of the issuance of the Bond (the "**Initial Advance**"), it is contemplated that all other advances will be made in property and that the cost thereof will increase the Principal Balance of the Bond, and that no actual cash will pass through the Project Fund in connection with such draws. The Company is to convey the Project to the Issuer pursuant to the Purchase and Sale Agreement, subject to certain Permitted Encumbrances, and rent the Project back from the Issuer. If any advances are made under the Bond Purchase Loan Agreement in the form of property, such Costs of the Project shall be deemed to be recorded on the books of the Project Fund as a receipt of proceeds of the Bond from the Purchaser and a reimbursement of the Purchaser for the purchase price of the property. Amounts drawn in cash under the Bond Purchase Loan Agreement with respect to the Bond (including the Initial Advance) shall constitute proceeds of the Bond and shall be used, together with any income from the investment thereof, only (i) to pay Costs of the Project, (ii) to reimburse the Company, an Affiliate of the Company or the Issuer for Costs of the Project that have been paid by the Company, by an Affiliate of the Company or by the Issuer, and (iii) to pay or reimburse issuance costs of the Bond.

Section 2.3. Payment of Debt Service.

(a) Principal of the Bond shall be payable on the Principal Payment Dates and interest on the Bond shall be payable on the Interest Payment Dates. Interest shall commence to accrue at the Stated Interest Rate on each amount drawn down for the Bond by the Issuer under the Bond Purchase Loan Agreement from the date such amount was drawn down. If any Debt Service on the Bond is not paid when due, interest on such overdue principal and, to the extent permitted by law, interest on such overdue interest, shall accrue at the Default Interest Rate from the due date thereof until such overdue Debt Service and interest at the Default Interest Rate thereon are paid. Interest shall be calculated on the basis stated in the Bond (the form of which is attached hereto as Exhibit A to this Bond Resolution).

(b) The Bond and the Debt Service thereon shall be payable solely from and secured solely by the Bond Security.

(c) Unless on any Debt Service Payment Date the Bond is to be fully retired by payment in full of the Principal Balance thereof and all accrued interest thereon, Debt Service payments on the Bond shall be paid to the Person who was the registered owner of the Bond (or of any predecessor Bond that has been replaced by the Bond) as of the close of business of the Registrar on the Regular Record Date. If, and to the extent, however, that the Issuer shall fail to make payment or provision for payment of Debt Service on the Bond on any Debt Service Payment Date, that Debt Service shall cease to be payable to the Person who was the registered owner of the Bond (or of any predecessor Bond replaced by the Bond) at the close of business of the Registrar on the Regular Record Date and shall be payable, together with any lawfully permitted interest at the Default Interest Rate ("**deficiency interest**") on such delinquent Debt Service, on a special Debt Service Payment Date to the Person who is the Holder of such Bond or such predecessor Bond as of the close of business of the Registrar on the Special Record Date which is established with respect to such special Debt Service Payment Date; such special Debt Service Payment Date and Special Record Date shall be established by the Registrar when moneys are available in the Sinking Fund in the amount needed to pay such delinquent Debt Service and any lawfully permitted deficiency interest, such Special Record Date to be not more than fifteen (15) nor fewer than ten (10) days prior to such special Debt Service Payment Date. The Registrar shall mail notice of such Special Record Date and such special Debt Service Payment Date to the registered owner. Such notice shall be mailed, not fewer than ten (10) days prior to the special Debt Service Payment Date, by the Registrar to the Person who is entitled to receive such payment at the address of such Person as shown on the Register as of the close of business of the Registrar on the Special Record Date or to such other address as shall have been furnished in writing to the Registrar by the registered owner prior to such Special Record Date. Debt Service payments shall be made on each Debt Service Payment Date or special Debt Service Payment Date by check or draft mailed by the Paying Agent to the Person who was the registered owner of such Bond or predecessor Bond on the applicable Regular Record Date or Special Record Date. Notwithstanding the foregoing, by written agreement between the Paying Agent and registered owner, Debt Service may be paid by wire transfer or by direct deposit to a bank account designated in such agreement, provided that any costs associated with such alternative method of payment shall, under such agreement, be paid by the Holder.

(d) Notwithstanding anything to the contrary contained herein, if the Company is the tenant of the Project under the Rental Agreement and the Company or an Affiliate thereof is also the Holder of the Bond, then the payment of Basic Rent under the Rental Agreement and the Payment of Debt Service on such Bond shall be deemed to have been constructively made when due and shall be noted on the Schedule of Advances and Payments attached to the Bond. If the amount of any Debt Service payment is equal to the Principal Balance of such Bond plus accrued interest (including any accrued interest at the Default Interest Rate), such Bond shall be marked "canceled and paid" and shall be promptly surrendered by the Holder to the Registrar.

(e) If any actual payments, as contrasted with constructive payments, are made of Basic Rent or of Debt Service on the Bond, the Custodian, as Paying Agent, shall record the dates and amounts of any Basic Rent received and the dates and amounts of Debt Service payments made on the Bond on the records of the Sinking Fund and shall retain canceled checks or other evidence of payment of Debt Service on the Bond. If the Company is the tenant of the Project under the Rental Agreement and the Company or an Affiliate thereof is the Holder of the Bond and the Custodian, then payments of Basic Rent and matching Debt Service shall be deemed to have been constructively paid and it shall not be necessary to maintain records with respect to the Sinking Fund or to deposit any funds in the Sinking Fund. If a successor Bond is issued upon transfer or replacement of a Bond, all the dates and amounts of all prior draws (including constructive draws evidenced by the transfer of property) under the Bond Purchase Loan Agreement and all prior payments of Debt Service (including constructive payments) thereon shall be noted on the Schedule of Advances and Payments attached to the new Bond that is being so issued.

Section 2.4. **Sale of the Bond**. The Bond is to be sold in a negotiated private sale to the Purchaser at an initial purchase price equal to the gross amount to be drawn down with respect to the Bond by the Issuer under the Bond Purchase Loan Agreement on the issue date of the Bond, which amount shall be the initial Principal Balance of the Bond. Each time the Issuer draws down moneys to fund the Bond (or the Purchaser or other then Holder of the Bond funds the same by transferring property to the Issuer) under the Bond Purchase Loan Agreement, as therein provided, the gross amount so drawn down, as aforesaid, shall increase the Principal Balance of the Bond and such amount shall constitute an additional purchase price payment by the then Holder of the Bond.

Section 2.5. **Execution of the Bond**. The initial Bond and each replacement Bond that may be issued pursuant to the provisions of Section 2.7 hereof, if any, shall be executed in the name of the Issuer and shall bear the manual signature of the Chairman or Vice Chairman of the Issuer, attested by the manual signature of the Secretary or any member of the Issuer and the actual seal of the Issuer may be affixed to or imprinted on the Bond. In case any official whose signature shall appear on a Bond shall cease to be such official before delivery of the Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until such delivery.

Section 2.6. **Registration Books; Ownership of the Bond**. The Registrar, as agent for the Issuer, shall keep the Register for the initial registration of the Bond and for the registration of transfers of the Bond and replacements thereof as herein provided. Upon the initial issuance of the Bond, the Bond shall be registered on the Register for the Bond in the name of the Purchaser. Upon the issuance of a replacement Bond, as provided in Section 2.7 hereof, the replacement Bond shall be registered in the name of the Person who shall be entitled to receive the same, as provided in Section 2.7 hereof. The Person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and the payment of the principal of and interest on the Bond shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond and the interest thereon to the extent of the sums so paid.

Section 2.7. **Transfer or Replacement of the Bond**.

(a) Neither the Bond nor the obligations of the Company embedded in the Bond have been, and are not expected to be, registered under the federal Securities Act of 1933, as amended, or under the securities laws of any state, and this Bond Resolution has not been, and is not expected to be, qualified under the federal Trust Indenture Act of 1939, as amended.

(b) The Bond is to be issued in a private placement and the Bond may be transferred in whole, but not in part, only in a single transaction to a transferee that is the Company (or an assignee of the Rental Agreement), an Affiliate of the Company, a Qualified Real Estate Investor (as defined in the Rental Agreement), an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3), or (7) promulgated under the Securities Act of 1933, as amended (the "**1933 Act**"), or a "qualified institutional buyer," as defined in Rule 144A promulgated under the 1933 Act. In addition, prior to the earlier of (i) the date the Maximum Principal Amount of the Bond has been drawn down under the Bond Purchase Loan Agreement, or (ii) the date the right to draw down any additional amounts under the Bond Purchase Loan Agreement has expired, or the date on which the Company (or an assignee of the Rental Agreement) waives in writing, filed with the Issuer, its right to make further draws under the Bond Purchase Loan Agreement, the Bond may not be transferred, unless (1) the Company has consented to such transfer, and (2) the transferee has agreed in writing to assume the Purchaser's obligations under the Bond Purchase Loan Agreement, so that the transferee shall be obligated to make advances under the Bond Purchase Loan Agreement pursuant to draw requests executed by the Company (or an assignee of the Rental Agreement) on behalf of the Issuer; in such case, the transferee shall thereafter be deemed to be the "Purchaser" under the Bond Purchase Loan Agreement.

(c) The transfer of the Bond, if such transfer is permitted hereby, shall be registered in the Register upon the surrender and presentation of the Bond at the principal office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or the registered owner's attorney duly authorized in writing, in such form as shall be satisfactory to such Registrar, together with (1) transfer instructions containing the name and address of the transferee, (2) the federal E.I.N. of the transferee, (3) evidence that the transferee is a permitted transferee under the foregoing restrictions on transfer, and (4) a written instrument executed by the transferee, in form and in substance reasonably satisfactory to the Registrar, stating, among other things, that: (i) the transferee is acquiring the Bond as an investment for its own account and not with a view to distribution or resale; (ii) the transferee understands the limited source of payment and the limited security for the Bond and has conducted its own due diligence investigation as to the Bond and sources of payment of the Bond and interest thereon and in the conduct of such investigation, the transferee has not relied on any representations of the Issuer; (iii) the transferee understands the risks involved in investing in the Bond (or in accepting the Bond as collateral security if the transferee is a pledgee of the Bond) and has the financial ability to accept such risk; (iv) the transferee understands that neither the Issuer, the Company, nor any other Person are required, by the terms of the Bond or by the terms of this Bond Resolution, to provide continuing disclosure with respect to the Bond under Securities and Exchange Commission Rule 15c2-12, (v) the subsequent transfer of the Bond by the transferee shall also be subject to the restrictions contained in this Section 2.7, and (vi) if draws may then still be made under the Bond Purchase Loan Agreement, the transferee agrees to comply with the obligations of the "Purchaser" under the Bond Purchase Loan Agreement.

(d) Upon any such registration of transfer, the Issuer shall deliver in exchange for the Bond so surrendered, a new Bond, registered in the name of the transferee, of the same series, maturity, terms, and tenor and bearing a bond number one integral number higher than the number of the Bond surrendered for transfer. Upon the issuance of a new Bond certificate pursuant to the transfer or replacement of the Bond, the Issuer hereby directs the Registrar to enter on the Schedule of Advances and Payments appearing at the end of such new Bond certificate, the date, type and amount of each advance and the date and amount of each payment (including any deemed payments) of principal and interest under the surrendered Bond.

(e) The Bond may not be apportioned into multiple instruments, nor may the Bond be exchanged for bonds of a denomination smaller than the unpaid Principal Balance of the Bond. However, a Qualified Real Estate Investor, an institutional accredited investor or a qualified institutional buyer that is the registered owner of the Bond may act as representative of a number of participating Qualified Real Estate Investors, institutional accredited investors or qualified institutional buyers having joint ownership of the Bond.

(f) The Issuer and the Registrar may make a charge for the registration of transfer of the Bond sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer and for reasonable fees and expenses of counsel in connection with the opinion that the transfer of that Bond is a permitted transfer hereunder, but no other charge shall be made to the transferor or transferee for the privilege of registering the transfer of the Bond under this Bond Resolution.

(g) If the Bond is surrendered for registration of transfer, the Bond so surrendered shall be canceled and destroyed by the Registrar in accordance with Section 2.9 hereof at the time the replacement Bond is registered in the name of the transferee.

(h) If the Bond is mutilated, lost, stolen, or destroyed, the Issuer may execute and deliver a new Bond of the same series, maturity, interest rate, principal amount, and tenor in lieu of and in substitution for the Bond that has been mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the Registrar a certificate as to such loss, theft, or destruction, together with an agreement to provide indemnity to the Issuer and the tenant of the Project satisfactory to each of them which shall protect each of them against any loss which may arise as a result of any claim for payment that may be made with respect to the Bond which was purported to have been lost, stolen or destroyed, including any legal fees, legal expenses and costs they may incur with respect to any such claim. If any such Bond shall have matured or been called for redemption in whole, instead of issuing a replacement Bond, the Issuer may pay and retire the same if immediately available funds are on deposit in the Sinking Fund in the amount needed to retire such Bond.

(i) A replacement Bond may also be issued to replace any Bond as provided in Section 9.2 to reflect any amendment in the terms of that Bond as provided in Section 9.1 hereof.

(j) As a condition of issuing a replacement Bond under this paragraph, the Issuer may make a charge for the replacement of such Bond sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such replacement and for reasonable fees and expenses of counsel to the Issuer in confirming that the replacement of such Bond is a permitted replacement hereunder, but no other charge shall be made to the owner in connection with such replacement, other than the indemnity provided for in this paragraph.

(k) Notwithstanding the foregoing, the Holder may pledge the Bond to a bank or other financial institution, but the transfer of the Bond upon foreclosure or otherwise by the pledgee shall be subject to the restrictions on transfer contained herein.

Section 2.8. Blank Bond Certificates. The Issuer shall make all necessary and proper provisions for the transfer and replacement of the Bond and shall, upon request of the Registrar, deliver to the Registrar an executed Bond form to be registered and delivered as a replacement Bond in accordance with the provisions of Section 2.7 hereof.

Section 2.9. Cancellation of Bond. Any Bond certificate surrendered in any registration of transfer or exchange and any mutilated Bond surrendered to the Registrar for replacement shall be forthwith marked "canceled" and such cancellation and the identity of the Bond issued in such transaction shall be entered in the Register by the Registrar. If the entire Principal Balance of the Bond is to be paid at maturity or by redemption, then the Bond must be promptly surrendered to the Registrar, shall be forthwith marked "canceled" by the Registrar and a record showing the payment in full and cancellation thereof shall be entered in the Register by the Registrar. The Registrar shall deliver the canceled Bond to the Issuer.

ARTICLE III
REDEMPTION OF THE BOND BEFORE MATURITY

Section 3.1. Redemption of the Bond. The Bond is not subject to scheduled mandatory redemption unless expressly so provided therein. The Bond is subject to mandatory redemption, in whole or in part, to the extent any Net Proceeds of property insurance, or of any eminent domain award or of any sale are required by the Rental Agreement or the Security Document to be used to pay principal of the Bond, in which case the accrued interest payable on the principal amount to be redeemed shall be paid with moneys provided by the Company. The Bond is subject to optional redemption by the Issuer prior to maturity, in whole or in part on any date, at a redemption price equal to the principal amount being redeemed plus accrued interest on the Bond or any portion thereof being redeemed to the redemption date, but only upon the written direction of the Company as provided in Section 3.3 hereof. The Company shall give such direction as necessary for compliance with the preceding provisions of this Section 3.1. If the Bond is to be redeemed only in part, the redemption price shall be paid without the requirement that the Bond be surrendered and such prepayments shall be noted by the Holder on the Schedule of Advances and Payments attached to the Bond. If the entire Principal Balance of the Bond is to be paid, then the Bond must be marked "canceled and paid" by the Holder and promptly surrendered to the Issuer, with a photocopy of the canceled and surrendered Bond being delivered to the Company.

Section 3.2. Notice of Redemption. Except as provided later in this Section or unless waived by the registered owner of the Bond, official notice of redemption of the Bond shall be given by the Registrar, on behalf of the Issuer, by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the Person who is the registered owner of the Bond to be redeemed as of the close of business of the Registrar on the Business Day immediately preceding the mailing of such notice, at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Registrar. Notwithstanding the foregoing, if the Holder of the Bond is the Company or an Affiliate of the Company, notice of redemption shall be deemed to be waived.

All official notices of redemption shall be dated, shall contain the complete official name of the Bond to be redeemed, including series designation and Bond number, and shall state:

(a) the redemption date;

(b) if less than the entire Principal Balance of the Bond is to be redeemed, the portion of the principal amount of the Bond (stated in dollars) that is to be redeemed and included in the redemption price, the amount of accrued interest (if any) to be paid as a part of the redemption price and the total amount of the redemption price;

(c) that, on the redemption date, the redemption price will become due and payable upon the Bond or any portion thereof called for redemption and that interest on the Bond or such portion shall cease to accrue from and after such date; and

(d) if the entire Principal Balance of the Bond is to be redeemed, the address where the Bond is to be presented for payment of the redemption price (which place of payment shall be the office of the Paying Agent) and the name, address, and telephone number of a person or persons at the office of the Paying Agent who may be contacted with respect to the redemption.

Official notice of redemption having been given as described above, or if notice is waived by the Holder of the Bond or deemed to be waived, the Bond or portions of the Bond so to be redeemed shall, on the redemption date, become due and payable, and interest shall cease to accrue, as set forth in Section 3.4 hereof. The failure of the Holder of the Bond to receive any redemption notice given as herein provided shall not affect the validity of any proceeding for the redemption of the Bond. The Issuer shall have no responsibility whatsoever if any such notice is given as aforesaid but is not received by or receipt thereof is refused by the Holder thereof. No defect in any such notice shall in any manner defeat the effectiveness of a call for redemption.

If the Bond is to be redeemed only in part, the redemption price shall be paid in the same manner as scheduled payments of interest, without the requirement that the Bond be surrendered.

If the entire Principal Balance of the Bond is to be paid, then the Bond must be surrendered to the Paying Agent for payment. In the latter situation, if, by the sixtieth (60th) day following the redemption date, the Holder has failed to present the Bond for redemption, the Registrar shall mail a second notice of redemption not more than ninety (90) days following the redemption date to the Holder of the Bond that was not presented for payment upon redemption within sixty (60) days following the redemption date, which notice shall be mailed by registered or certified mail, with a return receipt requested. If the Bond is not surrendered, the Paying Agent shall hold amounts payable on redemption of the Bond which has not been presented for redemption for the benefit of the Holder, but without liability for interest on such unclaimed funds until the same shall escheat.

Section 3.3. Call of the Bond for Optional Redemption. If the Company elects to cause the Bond to be redeemed by optional redemption, in whole or in part, the Company, as agent for the Issuer, shall direct the Registrar in writing to give notice of such redemption. Such notice shall specify the Bond to be redeemed, the redemption date, and the amount of the Principal Balance of the Bond that is to be redeemed. Such direction shall be given at least five (5) Business Days prior to the date such notice of redemption is to be given in accordance with Section 3.2 hereof.

Consideration for the optional redemption of the Bond shall be provided by the Company (in cash, or by cancellation of the Bond in whole or by credit against the Principal Balance thereof, in the latter case by an entry on the Schedule of Advances and Payments).

Section 3.4. Effect of Notice of Redemption. Official notice of redemption having been given with respect to a Bond in the manner and under the conditions provided in Section 3.2 hereof, or if the Holder thereof waives notice of redemption or is deemed to have waived such notice, the Bond or any portion of the Bond so called for redemption shall, on the redemption date, become and be due and payable at the redemption price provided for redemption of the Bond on such date, and interest on the Bond or any portion of the Bond so called for redemption shall cease to accrue, the Bond or any portion of the Bond shall cease to be entitled to any lien, benefit, or security under this Bond Resolution, and the Holder of the Bond or any portion of the Bond so called for redemption shall have no rights in respect thereof except to receive payment of the redemption price thereof, if moneys for payment of the redemption price are tendered to the Bondholder on the redemption date by the Paying Agent (or, if the entire Principal Balance of the Bond is to be redeemed, moneys for the payment thereof are held in the Sinking Fund on the redemption date and the Holder fails to present the Bond for payment on the redemption date). Upon redemption of the entire outstanding Principal Balance of the Bond, the Bond shall be surrendered to and canceled and destroyed by the Paying Agent and the Paying Agent shall deliver a certificate to the Issuer stating that the Bond has been retired.

ARTICLE IV
BOND SECURITY

The Bond shall be secured by the Bond Security. Without limiting the generality of the foregoing, the Bond Security is hereby pledged by the Issuer to the Holder of the Bond to secure the prompt payment of the principal of and interest on the Bond, as more specifically provided for in the Security Document and subject to any Superior Encumbrances. Any investment earnings on Permitted Investments in the Project Fund shall be retained in the Project Fund. Any investment earnings on Permitted Investments in the Sinking Fund for the Bond shall be deposited upon receipt in the Sinking Fund. Net Proceeds relating to the Project shall be deposited in the Project Fund. The Holder of the Bond, by becoming a Holder of the Bond, shall be deemed to have acknowledged the security interest on amounts and Permitted Investments held in the Project Fund and Sinking Fund, and investment income thereon will not be subject to perfected security interests under the Georgia Uniform Commercial Code so long as those Funds are held by the Company as Custodian.

The Holder of the Bond may enforce all rights of the Issuer under the Rental Agreement, other than the Unassigned Rights which may be enforced by the Issuer. So long as the Bond remains Outstanding, and for such longer periods when required by the respective Issuer Documents, the Issuer shall faithfully and punctually perform and observe all obligations and undertakings on its part to be performed and observed under such Issuer Documents.

The Issuer shall retain possession of an executed original or counterpart of each of the Issuer Documents. All of the Issuer Documents shall be available for inspection at reasonable times and under reasonable conditions by the Holder of the Bond or the designee thereof.

Following execution of the Security Document upon issuance of the Bond, the Security Document will be held in escrow by Bond Counsel to be filed in the real property records of Gwinnett County, Georgia immediately following the purchase of the Project by the Issuer pursuant to the Purchase and Sale Agreement.

ARTICLE V
FUNDS

Section 5.1. Establishment of Funds. The following funds are hereby established with respect to the Project and the Bond and the related monies deposited in such funds and accounts for the Project and the Bond shall be held in trust for the purposes set forth in this Bond Resolution:

(a) a fund entitled "Downtown Development Authority of Lawrenceville, Georgia Taxable Economic Development Revenue Bond (DAS Investments, LLC Project), Series 2026 - Sinking Fund" (the "**Sinking Fund**"), which shall be held by the Custodian for the account of the Issuer, subject to the pledge hereof to the Bond; and

(b) a fund entitled "Downtown Development Authority of Lawrenceville, Georgia Taxable Economic Development Revenue Bond (DAS Investments, LLC Project), Series 2026 - Project Fund" (the "**Project Fund**"), which shall be held by the Custodian for the account of the Issuer, subject to the pledge hereof to the Bond and further subject to the obligation of the Issuer to apply amounts therein to pay, as applicable, Costs of the Project, to restore, repair or replace the Project or to retire the Bond as provided herein.

Nothing contained in this Bond Resolution shall be construed as prohibiting the Issuer, at its option, or the Company, at its option, from making additional deposits or payments into any of the Funds described in this Section from any monies which may be available for such purpose.

Section 5.2. Sinking Fund. Upon receipt thereof by the Issuer or by the Custodian, for the account of the Issuer, all Pledged Revenues relating to the Project and the Bond shall be deposited in the Sinking Fund. Notwithstanding the foregoing, if the Company is the tenant of the Project under the Rental Agreement, and is also the Custodian, and if the Company or an Affiliate thereof is also the Holder of the Bond, then it shall not be necessary to maintain records with respect to the Sinking Fund or to deposit any funds in the Sinking Fund and, in that case (i) the Basic Rent shall be deemed to have been paid to the Custodian and (ii) the Custodian shall be deemed to have applied such payment of Basic Rent to the payment of the Debt Service on the Bond.

The Sinking Fund shall be administered by the Custodian for the benefit of the Holder of the Bond, and the Issuer hereby authorizes and directs the Custodian to withdraw sufficient funds from the Sinking Fund to pay principal of and interest on the Bond as the same become due and payable and to withdraw such funds for the purpose of paying the redemption price if the Bond is redeemed in whole or in part. Except as provided in this Section, moneys in the Sinking Fund for the Bond shall be used solely as a fund for the payment of the Debt Service on the Bond, and for the redemption of the Bond, in whole or in part, prior to maturity. No further payments need be made into the Sinking Fund whenever the Bond has been fully retired, defeased or surrendered and cancelled.

Section 5.3. Project Fund. All cash proceeds, if any, from the sale of the Bond shall, upon receipt by the Issuer, or by the Custodian, be immediately credited to the Project Fund. Investment income, if any, received from Permitted Investments in the Project Fund shall be deposited upon receipt into the Project Fund. Proceeds of the Bond, and investment income, if any, earned thereon in the Project Fund, shall be held in the Project Fund by the Custodian and applied solely to the payment or reimbursement of the Costs of the Project. Amounts drawn down with respect to the Bond under the Bond Purchase Loan Agreement may, at the direction of the Company, be disbursed under the Bond Purchase Loan Agreement directly to third parties to pay Costs of the Project or paid to the Company, to an Affiliate of the Company or to the Issuer to reimburse Costs of the Project previously paid by it or paid directly to lenders who financed Costs of the Project pending the issuance of the Bond. Amounts drawn down under the Bond Purchase Loan Agreement for the Project (other than the Initial Advance) shall be deposited in the Project Fund and held therein until disbursed by the Custodian to pay Costs of the Project. Any amounts remaining in the Project Fund after the Project has been completed and all Costs of the Project have been paid shall be transferred to the Sinking Fund. Following the completion of the Project, the payment of all Costs of the Project and the making of any transfer from the Project Fund to the Sinking Fund in accordance with the foregoing provisions of this Section, the Project Fund shall be an inactive fund unless Net Proceeds of casualty insurance, eminent domain award or sale of the Project are required to be deposited in the Project Fund as provided in the Rental Agreement, the Security Document and the Bond; provided, however, if the Company is the tenant of the Project under the Rental Agreement, and is also the Custodian, and if the Company or an Affiliate thereof is also the Holder of the Bond, then it shall not be necessary to deposit any Net Proceeds in the Project Fund. Such Net Proceeds, if any, so deposited in the Project Fund, and any investment income earned thereon, shall be held in the Project Fund until the same are either (i) used to repair, restore or replace the Project, or the portion thereof that was damaged, destroyed, taken or sold, or (ii) transferred to the Sinking Fund to be used to retire the Bond or reduce the Principal Balance of the Bond, as provided in the Rental Agreement, the Security Document and the Bond. All payments from the Project Fund to pay Costs of the Project shall be made by the Custodian upon requisition of the Company, as agent of the Issuer. All payments from the Project Fund to pay costs of repairing, restoring or replacing the Project shall be made upon requisition of the Company, as agent of the Issuer, subject to any requirements of the Security Document. Notwithstanding the foregoing, if the Company is the tenant of the Project under the Rental Agreement and the Custodian of the Project Fund and if the Company or an Affiliate thereof is also the Holder of the Bond, and if the Company or an Affiliate thereof has paid Costs of the Project which are to be reimbursed, then it shall not be necessary for cash to be disbursed by the Holder with respect to the Project under the Bond Purchase Loan Agreement to the Custodian for deposit in the Project Fund and then disbursed by the Custodian to the Company or its Affiliate, if the Company directs in its requisition that such amount be deemed to be constructively drawn and disbursed, in which case the principal of the Bond shall be increased by the aggregate amount of the costs reflected in such requisition.

Section 5.4. Security of Funds. All cash, if any, which is held on deposit in the Project Fund or Sinking Fund under the provisions hereof, shall be deposited and held in one or more accounts in one or more banks insured by the Federal Deposit Insurance Corporation and, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured to the fullest extent as required by the laws of the State for the security of public funds. The name of such account shall identify the Custodian and the Fund to which such bank account relates. Such moneys shall be applied in accordance with the terms and for the purposes set forth in this Bond Resolution and shall not be subject to lien or attachment or any type of security interest by any creditor of the Issuer. Moneys in the Sinking Fund may, until needed to pay Debt Service on the Bond, be invested in Permitted Investments selected by the Company, which shall be registered in the name of the Custodian, as Custodian of the Sinking Fund therefor. Moneys in the Project Fund may, until needed to be disbursed to pay Costs of the Project or to repair, restore or replace the Project, be invested in Permitted Investments selected by the Company, which shall be registered in the name of the Custodian therefor, as Custodian of the Project Fund. Moneys and Permitted Investments in each such Fund shall be accounted for as a separate and special fund apart from all other funds of the Issuer and of the Company and shall not be co-mingled with each other or with other moneys or investments of the Issuer or the Custodian.

Section 5.5. Custodian. The Custodian of the Sinking Fund shall hold and administer the Sinking Fund, as agent of the Issuer, for the benefit of the Holder of the Bond. The Custodian of the Project Fund shall hold and administer the Project Fund, as agent of the Issuer, for the benefit of the Holder of the Bond, subject, however, to the prior right of the Issuer and the Company to have amounts therein applied to pay Costs of the Project or costs of repairing, restoring or replacing the Project.

The Company shall initially serve as Custodian of each Fund. The Issuer shall, from time to time, at the written direction of the Company, remove the Custodian and appoint a successor Custodian designated by the Company. However, if an Event of Default hereunder has occurred and is continuing as to the Bond, the Holder of the Bond may, by written notice to the Issuer, the Company and to the Person then serving as Custodian, remove the Custodian and appoint itself or its designee as a successor Custodian to serve as Custodian for the Project Fund and Sinking Fund and the Project until such Event of Default has been cured. At such time as an Event of Default has been cured, the Issuer, if so directed in writing by the Company, shall remove the Custodian appointed by the Bondholder and appoint a new successor Custodian designated by the Company. If any Net Proceeds of casualty insurance, Net Proceeds of a taking by eminent domain or Net Proceeds of a sale of the Project are received and deposited in the Project Fund, the Holder of the Bond shall have the right to remove the Custodian and appoint itself or its designee as Custodian until such Net Proceeds have been expended in accordance with the Rental Agreement and the Security Document. Prior to the retirement of a Bond, the records of the Sinking Fund and the Project Fund therefor shall be subject at all times to inspection by any official of the Issuer, by the Company and by the Holder of the Bond or by any Person designated in writing by any of them.

ARTICLE VI
PARTICULAR COVENANTS

Section 6.1. Payment; Limited Obligations. Each and every covenant herein made, relating to the payment of Debt Service on the Bond shall be payable solely from the Bond Security for the Bond and nothing in the Bond or in this Bond Resolution shall be considered as pledging any other funds or assets of the Issuer to the payment of Debt Service on the Bond. Subject to the foregoing, the Issuer will promptly pay, solely from the Bond Security, the Debt Service on the Bond issued hereunder and secured hereby at the place, on the dates, and in the manner herein and in the Bond specified, and the redemption price required for the redemption of the Bond, according to the true intent and meaning thereof. Each and every covenant herein requiring the Issuer to make any other payment or to incur any expense, including all payments and expenses provided for in the covenants made in the various sections of this Article VI, shall never constitute an indebtedness or general obligation of the Issuer within the meaning of any constitutional or statutory provision whatsoever, but shall be payable solely from amounts to be paid by the Company under the Rental Agreement.

THE BOND SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OF THE STATE OF GEORGIA, GWINNETT COUNTY, THE CITY OF LAWRENCEVILLE, GEORGIA, THE ISSUER OR ANY MUNICIPALITY, POLITICAL SUBDIVISION OR OTHER PUBLIC BODY OF THE STATE OF GEORGIA, OR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF ANY SUCH PUBLIC BODY, NOR SHALL ANY SUCH PUBLIC BODY BE SUBJECT TO ANY PECUNIARY LIABILITY THEREON EXCEPT, AS TO THE ISSUER, AS EXPRESSLY PROVIDED THEREIN. THE BOND SECURITY IS THE SOLE SOURCE FOR THE PAYMENT OF THE BOND AND DEBT SERVICE THEREON. THE BOND SHALL NOT BE PAYABLE FROM OR CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY FUNDS OR PROPERTY OF THE STATE OF GEORGIA, GWINNETT COUNTY, THE CITY OF LAWRENCEVILLE, GEORGIA, THE ISSUER OR ANY MUNICIPALITY, POLITICAL SUBDIVISION OR OTHER PUBLIC BODY OF THE STATE OF GEORGIA, OTHER THAN THE BOND SECURITY, AS PROVIDED IN THIS BOND RESOLUTION. NO HOLDER OF THE BOND SHALL EVER HAVE THE RIGHT TO COMPEL AN EXERCISE OF THE TAXING POWER OF THE STATE OF GEORGIA, GWINNETT COUNTY, THE CITY OF LAWRENCEVILLE, GEORGIA, OR ANY OTHER PUBLIC BODY OF THE STATE OF GEORGIA TO PAY THE BOND OR THE DEBT SERVICE THEREON. THE ISSUER HAS NO TAXING POWER.

Section 6.2. Rules and Regulations. The Issuer will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to the Project and such undertakings as are prescribed in the Rental Agreement.

Section 6.3. Liens. Subject to any rights that may be granted pursuant to any Superior Security Document and subject to any Superior Encumbrances, the Issuer by the Security Document shall pledge the Bond Security for the Bond to the Purchaser, and subsequent registered Holders of the Bond, as security for the Bond and Debt Service thereon. Except as above provided and to be provided in any Superior Security Document and subject to any Permitted Encumbrances, the Issuer will not create any lien, security interest, or charge upon the Bond Security. If any other lien or encumbrance is asserted against the Project, or any part thereof, the Issuer agrees to contest the same or join with the Company or the Holder of the Bond, or both, to contest the same, provided that it is indemnified to its satisfaction by the Company or such Holder or by both the Company and such Holder, against any costs or liabilities that may arise from such contest.

Section 6.4. Securities Law Provisions. The Bond will be a "private activity bond" as defined in Section 141 of the Code and will not be a "qualified bond" within the meaning of the Section 141 of the Code. Therefore, the interest on Bond is included in the gross income of the Holder thereof for federal income tax purposes under Section 103 of the Code and the Bond is, therefore, not an "exempt security" under the federal securities laws. However, the Bond is being sold in a private placement, which is an "exempt transaction" under the federal securities laws.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an "**Event of Default**" under this Bond Resolution:

(a) any payment of Debt Service on the Bond shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption, provided that if the Company is then the Holder of the Bond, such payment shall be deemed to have been made by the Company to the Holder and shall not be an Event of Default; or

(b) the Issuer shall, for any reason, be rendered incapable of fulfilling its obligations hereunder as to the Bond; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements, or provisions contained in the Bond or in this Bond Resolution, on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice, specifying such default and requiring same to be remedied, shall have been given to both the Company and the Issuer by the Holder of the Bond; or

(d) an Event of Default (as defined therein) shall have occurred and be continuing under the Rental Agreement; or

(e) an Event of Default (as defined therein) shall have occurred and be continuing under the Security Document.

Section 7.2. Remedies. Upon the happening and continuance of any Event of Default, as provided in Section 7.1 hereof, then and in every such case, subject to the rights and remedies granted pursuant to any Superior Security Document:

(a) the Holder of the Bond, at its election, may accelerate the Bond and declare the Principal Balance of the Bond, accrued interest thereon and any interest on delinquent Debt Service on the Bond to be immediately due and payable, whereupon the same shall become immediately due and payable. In order to accelerate the Bond, written notice of acceleration, signed by the Holder thereof, shall be filed with the Issuer, the Company and the Custodian; and

(b) the Holder of the Bond may proceed, subject to the provisions of Section 7.4, to protect and enforce the rights of such Holder hereunder and under the Security Document by a suit, action, or special proceedings in equity, or at law, for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such

Holder shall deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law; and

(c) the Holder of the Bond may exercise remedies provided for in the Rental Agreement and the Security Document.

Anything in this Section 7.2 to the contrary notwithstanding, the Company, or its assignee, upon satisfying the requirements of the Rental Agreement and the Purchase and Sale Agreement, may purchase the Project, as specified in the Purchase and Sale Agreement at any time.

Section 7.3. Restoration. In case any proceeding taken by the Holder of the Bond on account of any Event of Default relating thereto shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Holder, then and in every such case the Company, the Issuer, and such Holder shall be restored to its former position and rights hereunder and under the Rental Agreement, respectively, and all rights, remedies, powers, and duties of such Holder shall continue as though no such proceedings had been taken. If the Bond has been accelerated, the Holder thereof may rescind such acceleration at any time so long as the Project has not been sold pursuant to the power of sale contained in the Security Document.

Section 7.4. Non-Exclusivity of Remedies. No remedy herein conferred upon the Holder of the Bond 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.

Section 7.5. No Waiver. No delay or omission of the Holder of the Bond to exercise any right or power accruing upon any Event of Default shall impair any such Event of Default or be construed as an acquiescence therein, and every power and remedy given by this Article to the owner of the Bond, respectively, may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII
PROOF OF EXECUTION BY BONDHOLDER

Any request, direction, consent, or other instrument required by this Bond Resolution to be signed or executed by the Holder of the Bond may be in any number of concurrent writings of similar tenor and may be signed or executed by such Holder in person or by an agent appointed in writing. Proof of the execution of any such request, direction, or other instrument, or of the writing appointing such agent and of the ownership of the Bond, if made in the following manner, shall be sufficient for any purpose of this Bond Resolution. The fact and date of the execution by any Person of any such writing may be provided by the certificate of any officer in any jurisdiction, who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the Person signing such writing acknowledged before him the execution thereof, or by an affidavit of a witness to such execution. The fact of the ownership of a Bond by the Holder thereof, the amount and issue number of the Bond, and the date of ownership shall be proved by the Register.

ARTICLE IX
AMENDMENTS

Section 9.1. Amendments. No amendments to this Bond Resolution, the Issuer Documents or the Company Documents shall be made after the Bond is issued without the written consent (evidenced as provided in Article VIII and this Article) of the Holder of the Bond, any Lender which is actually known to the Issuer and named as grantee or as secured party under any Superior Security Document which is then in effect as to the Project, the Issuer and the Company (whether the Company named herein or a successor tenant of the Project that has become the Company as to the Project and the Bond). Any Person shall each be deemed to have consented to any instrument which it executes. Once such written consent is given, it may not be withdrawn and shall be binding upon such Holder and any successor Holders of the Bond.

Section 9.2. Incorporation of Amendments. Any amendatory resolution or document amendment that becomes effective in accordance with the provisions of this Article shall thereafter be effective for all purposes and the respective rights, duties, and obligations under this Bond Resolution, such Issuer Document or such Company Document, as applicable, shall thereafter be determined, exercised, and enforced, subject, in all respects, to such amendment. No notation or legend providing notice of any such amendment shall be required to be made on any affected Bond, provided, however, if any amendment made pursuant to Section 9.1 changes any term appearing in such affected Bond, the written consent of the Holder thereof shall be accompanied by an agreement of such Holder to tender such Bond in exchange for a replacement Bond reflecting the amended terms, and as soon as reasonably possible after such amendment becomes effective, a replacement Bond reflecting the amended terms shall be issued in replacement thereof.

ARTICLE X
APPROVAL OF ISSUER DOCUMENTS AND COMPANY DOCUMENTS

Section 10.1. Approval and Execution of the Issuer Documents. The form of each of the Issuer Documents is hereby approved and authorized. Each such Issuer Document shall be executed in substantially the form attached hereto as an Exhibit with such changes, corrections, completions, deletions, insertions, variations, additions, or omissions as may be approved by the Chairman of the Issuer, whose approval thereof shall be conclusively evidenced by the Chairman's execution of each such instrument. Each of the Issuer Documents shall be executed in the name of the Issuer and shall bear the manual or facsimile signature of the Chairman of the Issuer, and the actual or facsimile seal of the Issuer shall be affixed to or imprinted on such Issuer Document and attested by the manual or facsimile signature of the Secretary of the Issuer. In case any official whose signature shall appear on any Issuer Document shall cease to be such official before delivery of such Issuer Document, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until such delivery. The Issuer Documents shall be executed and delivered upon the initial issuance of the Bond. Any Superior Security Document may be executed and delivered by the above officers, at the written request of the Company.

Section 10.2. Approval of the Company Documents. The form of each of the Company Documents is hereby approved in substantially the form submitted to the Issuer at the meeting at which this Bond Resolution is adopted with such changes, corrections, completions, deletions, insertions, variations, additions, or omissions as may be approved by the parties thereto, whose approval thereof shall be conclusively evidenced by the execution and delivery of each such document or instrument.

ARTICLE XI
DEFEASANCE

If there shall have been deposited in a defeasance escrow account to be held by a bank or trust company having corporate trust powers (the "**escrow agent**") a sum of cash (including cash transferred from the Project Fund or Sinking Fund for a particular Bond or Government Obligation, the maturing principal of and interest on which, together with the cash, if any, deposited in such defeasance escrow account will be sufficient to pay when due (whether upon or prior to the maturity or such earlier date on which the Bond is to be redeemed in whole) all principal payments on the Bond and all interest accrued thereon to the date the Bond is to be fully paid and retired, then the Bond shall be defeased, deemed to be paid and no longer deemed to be Outstanding under this Bond Resolution; provided, however, that if the Bond is to be redeemed prior to the Maturity Date thereof by optional redemption, notice of such optional redemption shall have been duly given to the Holder of the Bond or waived or deemed to have been waived, as provided in Article III hereof or irrevocable arrangements shall have been made for the giving thereof by the Registrar. Government Obligations shall be considered sufficient for purposes of this Article only (i) if such Government Obligations are not callable by the issuer of the Government Obligations prior to their stated maturity (except at the election of the holder thereof) and (ii) if the principal and interest to be received from such Government Obligations, together with any uninvested cash held in the defeasance escrow account for such purposes, will provide cash in such amounts and at such times as will be sufficient to pay all principal of, interest and redemption premiums, if any, on the Bond when due to and including the date the Bond is to be fully retired. The adequacy of the cash and Government Obligations for the aforesaid purposes may be acknowledged in writing by the Holder of the Bond, or may be established by a verification report of an independent certified public accountant. Any escrow agent for such defeased Bond shall serve as Registrar and Paying Agent for the Bond during the period such defeasance escrow account is in effect, and the fees and expenses of such escrow agent shall be prepaid by the Company at the time the escrow account is established.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 12.1. <u>Bond Resolution Constitutes a Contract</u>. The provisions of this Bond Resolution shall constitute a contract by and between the Issuer and the registered owner of the Bond, and after the issuance of the Bond neither this Bond Resolution nor any of the Issuer Documents shall be repealed, terminated, or amended except as provided herein. The Issuer shall not pass any resolution in any way adversely affecting the rights of the Holder of the Bond, so long as the Bond shall not have been retired or fully defeased; provided, however, that this covenant shall not be construed as prohibiting modifications hereof or amendments hereto by supplemental resolutions to the extent and in the manner as provided in this Bond Resolution.

Section 12.2. Payments Due on Other than Business Days. Whenever a date upon which a payment is to be made under this Bond Resolution 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 12.3. Governing Law. This Bond Resolution shall be governed by and shall be construed under and enforced in accordance with the laws of the State of Georgia, without regard to the provisions of Georgia law relating to conflict of laws.

Section 12.4. No Individual Responsibility of Officials of Issuer. No stipulations, obligations, or agreements of the Issuer herein or in the Issuer Documents shall be deemed to be stipulations, obligations, or agreements of any member, director, employee or official of the Issuer in his or her individual capacity, and none of the foregoing persons shall be personally liable on the Bond or under the Issuer Documents, or be subject to personal liability or accountability by reason of the issuance of the Bond or execution of the Issuer Documents.

Section 12.5. Actions by Officials of the Issuer. The Vice Chairman of the Issuer may take any action, or execute and deliver any document, agreement, or other writing, which the Chairman of the Issuer is authorized to execute and deliver pursuant to this Bond Resolution, including, but not limited to the Bond and the Issuer Documents. An Assistant Secretary or any other member of the Issuer may attest any execution of any document, agreement, or writing by the Chairman or the Vice Chairman of the Issuer in the same manner as the Secretary would be authorized to attest any such execution.

Section 12.6. General Authorization. From and after the date of adoption of this Bond Resolution, the members, officials, employees, and agents of the Issuer are hereby authorized to do all such acts and things and to execute and deliver any and all other documents, certificates, and other instruments as may be required in connection with the validation of the Bond, and the sale, execution and issuance of the Bond including, but not limited to the execution of an intercreditor agreement or non-disturbance, subordination and attornment agreement with any Lender that is providing funding for the Project or the Bond. In addition, the Issuer, at the request of the Company and upon the terms and conditions described in the Rental Agreement, shall execute and deliver any Superior Security Document, and any other documents necessary or convenient to any financing to be provided by a Lender.

Section 12.7. Waiver. The Issuer hereby waives the requirements of O.C.G.A. § 36-82-100, requiring a performance audit or performance review to be conducted with respect to the Bond, and in connection therewith, shall include language, in bold face type, in the Notice to the Public regarding the validation hearing for the Bond stating that no performance audit or review will be conducted.

Section 12.8. Conflicts. Any and all resolutions or parts of resolutions heretofore adopted which are in conflict with this Bond Resolution shall be and the same are hereby repealed, and this Bond Resolution shall be in full force and effect from and after its adoption.

Section 12.9. Severability. In case any one or more of the provisions of this Bond Resolution, or any provision of the Bond, shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution or of the Bond, but this Bond Resolution and the Bond shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

Section 12.10. Effective Date. This Bond Resolution shall become effective upon its adoption.

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ADOPTED this 10th day of August 2026.

DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA

By:____________________________
Chairman

ATTEST:

____
Secretary

[ISSUER'S SEAL]

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF GEORGIA

DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA
TAXABLE ECONOMIC DEVELOPMENT REVENUE BOND
(DAS INVESTMENTS, LLC PROJECT),
SERIES 2026

No. R-____	**Maximum Principal Amount**
	$[AMOUNT]

Dated Date:	**Stated Interest Rate:**	**Maturity Date:**
___________, 20__	**6.00%**	**December 1, 20__**

Registered Owner: ____________________________

Maximum Principal Amount: __________________ **AND NO/100 DOLLARS**

FOR VALUE RECEIVED, the **DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA** (hereinafter sometimes referred to as the "**Issuer**"), a public body corporate and politic of the State of Georgia 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**"), hereby promises to pay, but solely from the Pledged Security provided therefor, to the registered owner identified above, or registered assigns (the "**Holder**"), all amounts advanced by the Holder as hereinafter provided on the Maturity Date (stated above).

On the Dated Date (specified above), **DAS INVESTMENTS, LLC,** a Georgia limited liability company (the "**Company**" and the "**Purchaser**"), being the initial Holder of this revenue bond (this "**Bond**"), made an initial advance in cash or other legal consideration, such as property, to the Issuer pursuant to the Request for Advance under the Bond Purchase Loan Agreement between the Issuer and the Purchaser. The initial Principal Balance of this Bond, as of the date of its issuance, is equal to the amount of such initial advance. Additional amounts or other legal consideration, such as property, may be advanced (or constructively advanced) to the Issuer from time to time subsequent to the Dated Date of this Bond as provided in the Bond Purchase Loan Agreement and the Bond Resolution provided that the aggregate amount of all advances shall never exceed the Maximum Principal Amount (stated above) and no advances shall be made later than the Expiration Date set forth in the Bond Purchase Loan Agreement. The date and amount of the initial advance and of each such additional advance made by the Holder under the Bond Purchase Loan Agreement shall be noted by Holder on the Schedule of Advances and Payments appearing at the end of this Bond. The "**Principal Balance**" of this Bond shall, at any time, be the aggregate gross amounts that have theretofore been so advanced decreased by all principal, if any, theretofore paid on this Bond.

The Issuer also promises to pay, but only from the Pledged Security for this Bond, all accrued and unpaid interest to the Holder at the Stated Interest Rate (stated above), which shall commence to accrue on the amount of each advance under the Bond Purchase Loan Agreement from the date of such advance.

Interest on the outstanding Principal Balance of this Bond at the Stated Interest Rate shall be payable annually, commencing on December 1, 2026 and on each December 1 thereafter, with the final interest payment being due on the Maturity Date (stated above), each such date being a scheduled "**Debt Service Payment Date**."

If any payment of interest or principal is not paid when due, the Issuer promises to pay (but only from the Pledged Security for this Bond) interest on overdue principal and, to the extent permitted by law, on overdue interest at the Default Interest Rate. For the purpose of this Bond, "**Default Interest Rate**" means the Stated Interest Rate.

Interest at the Stated Interest Rate or Default Interest Rate, as applicable, shall be calculated on the basis of the actual days elapsed in a 365/366-day year on the Principal Balance that is Outstanding from time to time during the applicable interest accrual period prior to such interest payment date. The term "**Debt Service Payment Date**" means any scheduled Debt Service Payment Date, any date on which this Bond is to be redeemed, in whole or in part, and any Special Debt Service Payment Date established as provided in the Bond Resolution.

All payments of Debt Service on this Bond shall be paid by check or draft on the pertinent Debt Service Payment Date by the Company, on behalf of the Issuer, to the Person who, on the 15th day of the calendar month (the "**Regular Record Date**") next preceding such Debt Service Payment Date was the registered Holder of this Bond, at the address of such Holder as shown on the registration books (the "**Register**") of the Registrar or at such other address as is furnished in writing to the Registrar by the Holder prior to such Regular Record Date, or if the Registrar and the Holder agree, by wire transfer, direct deposit or other means provided that the Holder or the Company, pursuant to such agreement, pays any costs associated with such alternative method of payment. If the Company is the tenant of the Project under the Rental Agreement and the Custodian and if the Company or an Affiliate of the Company is then the Holder of this Bond, then the payment of Basic Rent under the Rental Agreement of the Project that is acquired by the proceeds of this Bond and the Payment of Debt Service on this Bond may be made constructively as provided in the Bond Resolution and shall be noted by the Holder on the Schedule of Advances and Payments attached hereto. If the amount of any Debt Service payment is equal to the Principal Balance of this Bond plus accrued interest (including any accrued interest at the Default Interest Rate), this Bond shall be marked "canceled and paid" and shall be promptly surrendered by the Holder to the Registrar.

This Bond constitutes the single bond that evidences the series of the Issuer's revenue bond designated "Downtown Development Authority of Lawrenceville, Georgia Taxable Economic Development Revenue Bond (DAS Investments, LLC Project), Series 2026," issued by the Issuer pursuant to and in full compliance with the provisions of the Constitution and laws of the State of Georgia, including specifically, but without limitation, the Act, the Revenue Bond Law (O.C.G.A. § 36-82-61, *et seq.*) and other applicable provisions of the laws of the State of Georgia, and pursuant to a resolution (the "**Bond Resolution**") duly adopted by the Issuer on August 10, 2026, authorizing the issuance of the Bond for the purpose of acquiring approximately 7.86 acres of land located in the central business district of the City of Lawrenceville, Gwinnett County, Georgia at 775 Walther Road, certain 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**"), which Project is to be rented by the Issuer to the Company for use as a multi-specialty, outpatient medical office building and related activities. The Project will be acquired by the Issuer pursuant to a Purchase, Sale and Option Agreement (the "**Purchase and Sale Agreement**"), dated as of [__________] 1, 2026, between the Issuer and the Company, and the Issuer will rent the Project to the Company pursuant to the terms of a Rental Agreement (the "**Rental Agreement**"), dated as of [__________] 1, 2026, between the Issuer and the Company, under which the Company is obligated to pay to the Issuer Basic Rent payments at the times and in the amounts as will always be sufficient to pay the principal of and interest on this Bond, as the same become due and payable. Under the terms of the Rental Agreement and the Bond Resolution, the Issuer and the Company have agreed that Basic Rent payments to be made by the Company under the Rental Agreement will be credited to a special fund created by the Bond Resolution and designated "Downtown Development Authority of Lawrenceville, Georgia Taxable Economic Development Revenue Bond (DAS Investments, LLC Project), Series 2026 -Sinking Fund" (the "**Sinking Fund**") from which the Debt Service hereon is to be paid and which is pledged as part of the Pledged Security for this Bond.

Notwithstanding the foregoing, this Bond may not be assigned except as expressly provided in the Bond Resolution and the Rental Agreement.

All advances of funds (and constructive advances of funds) under the Bond Purchase Loan Agreement between the Issuer, the Company and the initial Holder of this Bond, which constitute the indebtedness evidenced by this Bond, including the date and amount of each such advance, shall be credited to and recorded on the records of the Project Fund maintained by the Custodian, and all payments of Debt Service on this Bond, including the date and amount of each Debt Service payment, shall be paid from and recorded on the records of the Sinking Fund, created by this Bond Resolution and maintained by the Custodian of the Sinking Fund, which shall also serve as Paying Agent. Upon the issuance of a new Bond certificate upon the transfer or replacement of this Bond, the Custodian, as Registrar, shall enter on the Schedule of Advances and Payments appearing at the end of such new Bond certificate, the dates and amounts of each advance and the dates and amounts of each payment of principal and interest under this Bond.

Pursuant to the Bond Resolution and the Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement (the "**Security Document**"), dated as of [__________] 1, 2026, from the Issuer to the Holder of the Bond (which Security Document will be held in escrow and filed in the real property records of Gwinnett County, Georgia immediately following the purchase of the Land (as defined in the Rental Agreement) by the Issuer pursuant to the Purchase and Sale

Agreement), the Issuer has pledged unto the initial Holder and subsequent Holders of this Bond, as security for the payment of the principal of and interest on this Bond, the Pledged Security. "**Pledged Security**" means and includes, among other things, (a) the interest of the Issuer in the Project, (b) the rights of the Issuer in and under the Rental Agreement (except for the Unassigned Rights), (c) the Pledged Revenues, (d) all Net Proceeds as defined in the Rental Agreement, (e) amounts, if any, in the Sinking Fund and Project Fund for the Bond, and (f) the proceeds of the foregoing, all as more specifically described in the Security Document.

The Bond Resolution, the Bond Documents (as defined in the Bond Resolution) and the Pledged Security relating to this Bond are collectively the "**Bond Security**" for this Bond. All other capitalized terms not otherwise defined in this Bond shall have the meaning assigned to such terms in the Bond Resolution and the Rental Agreement.

THIS BOND SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OF THE STATE OF GEORGIA, GWINNETT COUNTY, THE CITY OF LAWRENCEVILLE, GEORGIA, THE ISSUER, OR ANY MUNICIPALITY, POLITICAL SUBDIVISION OR OTHER PUBLIC BODY OF THE STATE OF GEORGIA, NOR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF ANY SUCH PUBLIC BODY, NOR SHALL ANY SUCH PUBLIC BODY BE SUBJECT TO ANY PECUNIARY LIABILITY HEREON, EXCEPT, AS TO THE ISSUER, AS EXPRESSLY PROVIDED HEREIN. THE BOND SECURITY IS THE SOLE SOURCE FOR THE PAYMENT OF THIS BOND AND DEBT SERVICE HEREON. THIS BOND SHALL NOT BE PAYABLE FROM OR CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY FUNDS OR PROPERTY OF THE STATE OF GEORGIA, GWINNETT COUNTY, THE CITY OF LAWRENCEVILLE, GEORGIA, OR ANY MUNICIPALITY, POLITICAL SUBDIVISION OR OTHER PUBLIC BODY OF THE STATE OF GEORGIA, OTHER THAN THE BOND SECURITY, AS PROVIDED IN THE BOND RESOLUTION. NO HOLDER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE STATE OF GEORGIA, GWINNETT COUNTY, THE CITY OF LAWRENCEVILLE, GEORGIA, OR ANY MUNICIPALITY, POLITICAL SUBDIVISION OR OTHER PUBLIC BODY OF THE STATE OF GEORGIA TO PAY THIS BOND OR THE DEBT SERVICE HEREON. THE ISSUER HAS NO TAXING POWER.

This Bond is subject to optional redemption by the Issuer prior to maturity, in whole or in part on any date, at a redemption price equal to the principal amount being redeemed plus accrued interest on this Bond or any portion thereof being redeemed to the redemption date, but only upon the written direction of the Company as provided in Section 3.3 of this Bond Resolution. The Company shall give such direction as necessary for compliance with the provisions of Section 3.1 of this Bond Resolution. If this Bond is to be redeemed only in part, the redemption price shall be paid without the requirement that this Bond be surrendered and such prepayments shall be noted by the Holder on the Schedule of Advances and Payments attached to this Bond. If the entire Principal Balance of this Bond is to be paid, then this Bond must be marked "canceled and paid" by the Holder and promptly surrendered to the Issuer, with a photocopy of the canceled and surrendered Bond being delivered to the Company.

This Bond is subject to mandatory redemption, in whole or in part, to the extent any Net Proceeds of casualty insurance, or of any eminent domain award or of any sale are required by the

Rental Agreement or the Security Document to be used to pay principal of this Bond, in which case the accrued interest payable on the principal amount to be redeemed shall be paid with moneys provided by the Company.

This Bond or any portion hereof which is called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of this Bond on such date and interest on this Bond or any portion of this Bond so called for redemption shall cease to accrue upon payment of the redemption price.

Notice of redemption, unless waived by the Holder, shall be given by the Company, on behalf of the Issuer, to the Holder by hand delivery, first class mail, express company or by fax at or prior to the time prepayment hereof is made by the Company on behalf of the Issuer at the address of the Holder, with a copy to the Issuer, set forth in the Register for this Bond. All official notices of redemption shall be dated, shall contain the complete official name of this Bond, including series designation, and shall state: (i) the redemption date; (ii) if less than the entire Principal Balance of this Bond is to be redeemed, the portion of the principal amount of this Bond (stated in dollars) that is to be redeemed and included in the redemption price, the amount of accrued interest to be paid as a part of the redemption price and the total amount of the redemption price; (iii) that, on the redemption date, the redemption price will become due and payable upon this Bond or portion thereof called for redemption and that interest on this Bond or such portion shall cease to accrue from and after such date; and (iv) if the entire Principal Balance of this Bond is to be redeemed, the address of the Issuer where this Bond is to be surrendered following its cancellation and the name, address, and telephone number of a Person or Persons at the offices of the Company who may be contacted with respect to the redemption. Notwithstanding the foregoing, if the Company or an Affiliate of the Company is the Holder of this Bond, notice of redemption shall be deemed to have been given.

The failure of the Holder to receive any redemption notice given as herein provided shall not affect the validity of any proceeding for the redemption of this Bond. The Issuer shall have no responsibility whatsoever if any such notice is given as aforesaid but is not received by or receipt thereof is refused by the Holder. No defect in any such notice shall in any manner defeat the effectiveness of a call for redemption.

NEITHER THIS BOND NOR THE OBLIGATIONS OF THE COMPANY UNDER THE RENTAL AGREEMENT WHICH ARE EMBEDDED IN THIS BOND HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THIS BOND MAY NOT BE TRANSFERRED EXCEPT AS EXPRESSLY PERMITTED BY THE BOND RESOLUTION. ANY ASSIGNEE OR TRANSFEREE OF THIS BOND TAKES IT SUBJECT TO: (A) ALL PAYMENTS OF PRINCIPAL AND INTEREST IN FACT MADE (OR DEEMED TO HAVE BEEN MADE) WITH RESPECT HERETO, WHETHER SUCH PAYMENTS ARE REFLECTED IN THE SCHEDULE OF ADVANCES AND PAYMENTS ON THIS BOND OR ANY PAYMENT RECORD PERTAINING HERETO, AND (B) ALL RESTRICTIONS ON TRANSFER SET FORTH HEREIN AND IN THE BOND RESOLUTION.

Subject to the foregoing restrictions, this Bond is subject to transfer, exchange or replacement in whole, but not in part, by the Holder at the office of the Registrar but only in the manner, subject to the limitations, and upon payment of the fees of the Issuer's counsel as provided in the Bond Resolution and upon surrender of this Bond. Upon such transfer, exchange, or replacement a new registered Bond of the same series, maturity, interest rate, aggregate principal amount, and tenor, and bearing the Bond number one integer higher than the Bond it replaces will be issued to the transferee or Holder, as applicable. Upon the issuance of a new Bond certificate upon the transfer or replacement of this Bond, the Registrar shall enter on the Schedule of Advances and Payments appearing at the end of such new Bond certificate, the date and amount of each advance and the date and amount of each payment of Debt Service on this Bond.

ANY ASSIGNEE OR TRANSFEREE OF THIS BOND TAKES IT SUBJECT TO (a) ALL PAYMENTS OF PRINCIPAL AND INTEREST IN FACT MADE WITH RESPECT HERETO, WHETHER SUCH PAYMENTS ARE REFLECTED IN THE SCHEDULE OF ADVANCES AND PAYMENTS ON THIS BOND OR ANY PAYMENT RECORD PERTAINING HERETO AND (b) ALL RESTRICTIONS ON TRANSFER SET FORTH HEREIN AND IN THE BOND RESOLUTION.

To the extent and in the manner permitted by the Bond Resolution, modifications, alterations, amendments, additions, and rescissions of the provisions of the Bond Resolution, or of any resolution amendatory thereto or of this Bond, may be made by the Issuer but only with the prior written consent of the Holder of this Bond, and without the necessity for notation hereon or reference thereto, except as otherwise provided in the Bond Resolution.

For a more particular statement of the covenants and provisions securing this Bond, the conditions under which the owner of this Bond may enforce the various covenants (other than the covenant to pay principal of and interest on this Bond when due from the sources provided, for which the right to enforce is unconditional), and the conditions upon which the Bond Resolution may be amended either with or without the consent of the Holder of this Bond, reference is made to the Bond Resolution. In case of default the Holder of this Bond shall be entitled to the remedies provided by the Bond Resolution and the Act.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law.

IN WITNESS WHEREOF, the Downtown Development Authority of Lawrenceville, Georgia has caused this Bond to be signed by the manual or facsimile signature of its Chairman or Vice Chairman, its seal to be affixed hereto or a facsimile of its seal to be printed hereon or affixed hereto and attested by its Secretary or Assistant Secretary, and this Bond to be dated the date set forth above.

DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA

By: ______________________________
Chairman

ATTEST:

____
Secretary

[ISSUER'S SEAL]

STATE OF GEORGIA)
)
GWINNETT COUNTY)

VALIDATION CERTIFICATE

The undersigned Clerk of the Superior Court of Gwinnett County, State of Georgia, **DOES HEREBY CERTIFY** that this Bond was validated and confirmed by judgment of the Superior Court of Gwinnett County, on the ____ day of __________, 2026, in the case of **STATE OF GEORGIA vs. DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA and DAS INVESTMENTS, LLC**, Case No. ___________, that no intervention or objection was filed opposing the validation of this Bond and that no appeal of such judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused to be affixed hereon the official seal of the Superior Court of Gwinnett County, Georgia.

____
Clerk, Superior Court, Gwinnett County, Georgia

[SEAL]

101366689.v2

SCHEDULE OF ADVANCES AND PAYMENTS

PART I: ADVANCES

DATE OF ADVANCE	AMOUNT OF ADVANCE	INITIALS OF PERSON RECORDING ADVANCE

PART II: PAYMENTS

DATE OF PAYMENT	AMOUNT OF PAYMENT	DATE OF PAYMENT	AMOUNT OF PAYMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

____

(print or typewrite name)

Address: ____

____

(please print or typewrite address including postal zip code of assignee)

Tax Identification or Social Security Number: ___________________________

the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint:

____ attorney to transfer this Bond on

the bond registration books kept for such purpose by the Issuer, with full power of substitution in the premises.

Dated: _________________

Name of Registered Holder:

____
(Type or print)

____
Signature of Registered Holder

NOTICE: the name, as signed, to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without any alteration or enlargement or change whatever.

EXHIBIT B

FORM OF RENTAL AGREEMENT

[Attached]

EXHIBIT C

FORM OF BOND PURCHASE LOAN AGREEMENT

[Attached]

EXHIBIT D

FORM OF SECURITY DOCUMENT

[Attached]

EXHIBIT E

FORM OF PURCHASE AND SALE AGREEMENT

[Attached]

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Downtown Development Authority of Lawrenceville, Georgia (the "**Issuer**"), **DOES HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the Bond Resolution adopted by the Issuer at an open public meeting at which a quorum was present, duly called and lawfully assembled at _____ p.m., on the 10th day of August 2026, authorizing the issuance of a revenue bond to be designated "Downtown Development Authority of Lawrenceville, Georgia Taxable Economic Development Revenue Bond (DAS Investments, LLC Project), Series 2026," the original of such Bond Resolution being duly recorded in the Minute Book of the Issuer, which Minute Book is in the custody and control of the Issuer.

I do hereby further certify that all members of the Issuer were present at said meeting except the following members who were absent:

____

and that the Resolution was duly adopted by the following vote:

The following voted "Aye": ____
____;

The following voted "Nay": ____
____;

The following Did Not Vote: ____
____.

WITNESS my hand and the official seal of the Downtown Development Authority of Lawrenceville, Georgia, this 10th day of August 2026.

____
Secretary

[SEAL]