

**GREENE COUNTY DEVELOPMENT AUTHORITY  
CALLED MEETING MINUTES  
Friday, May 2, 2025 8:00 a.m.  
Greene County Administration Building  
Commission Conference Room  
1034 Silver Drive, Greensboro, GA 30642.**

Members present were Scott Tolleson (Chairman), Rabun Neal (Vice-Chairman) Dee Lindsey, and Mark Lipscomb. Others present were David DuBois (Economic Development Director), Tommy Jeffords (Attorney for GCDA).

**I. Call to Order**

Chairman Tolleson called the meeting to order at 8:19 am.

**II. New Business**

**A. Consideration of a Resolution to approve a bond assignment**

Discussion by the board of the details of a bond assignment. Resolution is attached as Appendix A and made a part hereof these minutes.

**MOTION:** Motion to approve bond assignment was made by Rabun Neal and seconded by Dee Lindsey.

**VOTE:** Motion was approved by unanimous vote.

**III. Adjourn**

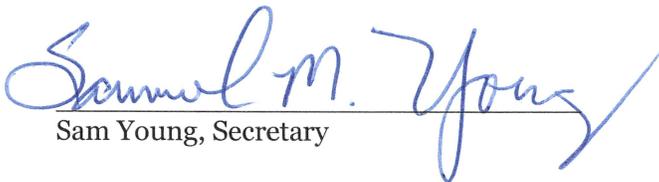
Chairman Tolleson asked if there was any further discussion needed and called for a motion to adjourn meeting.

**MOTION:** Motion to adjourn meeting was made by Rabun Neal and seconded by Dee Lindsey.

**VOTE:** Motion was approved by unanimous vote.

I, Sam Young, Secretary of the Greene County Development Authority, do hereby certify that the foregoing pages constitute a true and correct copy of the session minutes of the Greene County Development Authority meeting held on Friday, May 2, 2025.

This the 13th day of May, 2025.

  
Sam Young, Secretary

## APPENDIX A

RESOLUTION OF THE GREENE COUNTY DEVELOPMENT AUTHORITY  
ACKNOWLEDGING AND APPROVING, INTER ALIA, THE ASSIGNMENT  
OF A LEASEHOLD INTEREST IN THE SHAAN & SURI INVESTMENT, LLC  
PROJECT; THE ASSUMPTION BY THE ASSIGNEE OF ALL THE  
OBLIGATIONS AND RESPONSIBILITIES OF LESSEE UNDER THE  
RELATED LEASE AND CERTAIN BOND DOCUMENTS; AND CERTAIN  
OTHER RELATED MATTERS

WHEREAS, the Greene County Development Authority (the “**Issuer**”) has heretofore authorized the issuance of not more than \$5,200,000 of its Taxable Revenue Bonds (Shaan & Suri Investment, LLC Project), Series 2019 (the “**Bonds**”), to provide financing for the acquisition of certain land, and the acquisition, construction and installation of certain improvements and related building fixtures thereon for use as a hotel and an economic development project (the “**Project**”) located in Greene County, Georgia for the benefit of Shaan & Suri Investment, LLC, a Georgia limited liability company (the “**Company**”); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer, the Company and the Issuer entered into a Lease Agreement, dated as of April 1, 2019 (the “**Lease Agreement**”), pursuant to the terms of which the Issuer agreed to use the proceeds of the sale of the Bonds to finance the costs of the Project and to lease the Project to the Company (capitalized terms used herein and not otherwise defined shall have the definitions set forth in the Lease Agreement); and

WHEREAS, the Bonds were issued under an Indenture of Trust dated as of April 1, 2019 (the “**Indenture**”) between the Issuer and Synovus Bank, as trustee (the “**Trustee**”) and were purchased by the Company under and pursuant to a Bond Purchase Agreement dated as of April 1, 2019 (the “**Bond Purchase Agreement**”) among the Issuer and the Company, as lessee and purchaser, and are now registered in the name of the Company; and

WHEREAS, in connection with the issuance of the Bonds to the Company (i) the Issuer, the Company and the Trustee entered into that certain Home Office Payment Agreement, dated as of April 1, 2019 (the “**Original Home Office Payment Agreement**”), (ii) the Company entered into that certain Guaranty Agreement, dated as of April 1, 2019 (the “**Guaranty Agreement**”) in favor of the Trustee and under which the Company guaranteed the payment of the principal of, premium, if any, and interest on the Bonds, (iii) the Company, the Issuer and the Trustee entered into that certain Documents Escrow Agreement, dated as of April 1, 2019 (the “**Documents Escrow Agreement**”); and

WHEREAS, the Company desires to transfer all of the Company’s interest in the Bonds, the Project, the Lease Agreement and certain related documents to Shiva Shiva Greensboro Tru LLC, a Georgia limited liability company, or an affiliate thereof (the “**Assignee**”); and

WHEREAS, pursuant to an Assignment, Assumption and Release Agreement (the “**Assignment Agreement**”) among the Company, the Assignee, the Issuer and the Trustee, the Company will assign to the Assignee all of its right, title and interest in the Lease Agreement, the Bond Purchase Agreement, the Guaranty Agreement, and the Documents Escrow Agreement (collectively, the “**Bond Documents**”), and the Assignee will expressly assume and agree in writing to perform all of the Company’s obligations under the Bond Documents; and

WHEREAS, in connection with the assignment of the Company's interest in the Bond Documents, the Assignee has requested that the Issuer execute a Home Office Payment Agreement ("**Home Office Payment Agreement**"), by and among the Assignee, the Issuer and the Trustee; and

WHEREAS, simultaneously with the execution and delivery of the Assignment Agreement, the Company will transfer all of the outstanding Bonds to Assignee;

NOW, THEREFORE, BE IT RESOLVED by the Issuer, and it is hereby resolved by the authority of same as follows:

1. Recitals. The foregoing recitals are incorporated in the body of this Resolution by this reference.

2. Acknowledgment and Approval of Assignment of the Leasehold Interest in the Project; Transfer and Assignment of Bonds, Lease and Bond Documents. The assignment of the Company's leasehold interest in the Project and the Company's interest in the Bond Documents to the Assignee and the assumption by the Assignee of the Company's rights, duties and obligations under the Lease Agreement and other Bond Documents is hereby acknowledged and approved. The transfer and assignment of the Bonds by the Company to Assignee is acknowledged and approved. The Chairman, Vice Chairman or Executive Director of the Issuer and counsel to the Issuer are hereby authorized and directed to review all documents in connection with the transfer and assignment of the Bonds and Bond Documents in order to ensure that the Assignee assumes all duties and responsibilities of the Company to the Issuer under the Bonds and Bond Documents.

3. Authorization of Assignment Agreement. The execution, delivery and performance by the Issuer of the Assignment Agreement are hereby approved, authorized and directed. The Chairman, Vice Chairman or Executive Director of the Issuer (each, an "**Authorized Officer**") are hereby authorized, empowered and directed to execute, acknowledge and deliver the Assignment Agreement. The Assignment Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes therein as may be deemed necessary by the Authorized Officer or Officers executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to such purposes. The execution of the Assignment Agreement, by one or more Authorized Officers shall constitute conclusive evidence that the Assignment Agreement and any and all changes thereto have been approved by the Authorized Officer or Authorized Officers executing the Assignment Agreement.

4. Authorization of Home Office Payment Agreement. The execution, delivery and performance by the Issuer of the Home Office Payment Agreement are hereby approved, authorized and directed. The Chairman, Vice Chairman or Executive Director of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the Home Office Payment Agreement. The Home Office Payment Agreement shall be in substantially the form attached hereto as Exhibit B, with such changes therein as may be deemed necessary by the Authorized Officer executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and as shall not be inconsistent with or

contrary to such purposes. The execution of the Home Office Payment Agreement, by one or more Authorized Officers shall constitute conclusive evidence that the Home Office Payment Agreement and any and all changes thereto have been approved by the Authorized Officer or Authorized Officers executing the Home Office Payment Agreement.

5. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the documents hereinabove authorized shall be deemed to be a stipulation, obligation or agreement of any director, member, officer, agent or employee of the Issuer in his or her individual capacity, and no such officer, member, director, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance or sale thereof.

6. General Authority. Each of the Authorized Officers of the Issuer is hereby authorized and directed to take any and all actions which any such officer deems to be necessary, appropriate or desirable in connection with the assignment and assumption of the Bond Documents as herein approved or as to otherwise enable the Issuer to carry out the purposes and intent of this Resolution and the transactions contemplated, or to be performed by the Issuer under the documents approved or authorized hereby, including, without limitation, the execution and delivery of any and all agreements, instruments, certificates, assignments, papers and documents as may be necessary or desirable in connection therewith, including, without limitation, agreements, instruments, certificates, assignments, papers and documents requested by the Assignee's mortgage lender; and any agreement, instrument, certificate, assignment, paper or document so executed and delivered or actions taken by any of such officers shall be conclusive evidence of his or her authority. The Secretary or any Assistant Secretary of the Issuer be and hereby is authorized to attest the signature of any officer of the Issuer and impress, imprint or otherwise affix the seal of the Issuer on the Assignment Agreement, the Home Office Payment Agreement or any other agreement, instrument, certificate, assignment, paper or document executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or any Assistant Secretary of the Issuer or the Issuer's seal on any agreements, instruments, certificates, assignments, papers or documents shall not affect the validity thereof or the enforceability of the Issuer's obligations thereunder.

7. Actions Ratified, Approved and Confirmed. All acts and doings of the officers of the Issuer which are in conformity with the purposes and intents of this Resolution and in the furtherance of the assignment of the Company's leasehold interest in the Project and the execution, delivery and performance of the documents hereinabove authorized shall be, and the same hereby are, in all respects ratified, approved and confirmed.

8. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

9. Repealing Clause. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

10. Effective Date. This Resolution shall take effect immediately upon its adoption.

11. Reporting. A copy of this Resolution may be furnished to the Company, the Assignee, or any other party as evidence of the acknowledgement by the Issuer of the assignment of the Company's leasehold interest in the Project to the Assignee and the approval of the related documents referenced herein.

ADOPTED this 2<sup>nd</sup> day of May, 2025.

GREENE COUNTY DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Chairman



(SEAL)

Attest:

Samuel M. Gray  
Secretary



EXHIBIT A

ASSIGNMENT AGREEMENT

[Attached.]

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(Space above this line is for recording data)

**After recording, please return to:**

**Cross Reference to Greene County  
Records:**

Memorandum of Lease and Option to  
Purchase, recorded as of June 17, 2019, in  
Deed Book 1271, Pages 0284-0288.

### **ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT (this "Agreement") is made as of May \_\_, 2025 (the "Effective Date"), by and among SHAAN & SURI INVESTMENT, LLC, a Georgia limited liability company ("Assignor"), SHIVA SHIVA GREENSBORO TRU LLC, a Georgia limited liability company ("Assignee"), the GREENE COUNTY DEVELOPMENT AUTHORITY, a development authority and public body corporate and politic created and existing under the laws of the State of Georgia (the "Issuer"), and SYNOVUS BANK, a Georgia state banking corporation, as trustee (the "Trustee").

#### **WITNESSETH:**

WHEREAS, pursuant to that certain Indenture of Trust dated as of April 1, 2019 (the "Indenture") between the Issuer and the Trustee, the Issuer authorized the issuance of its Taxable Revenue Bonds (Shaan & Suri Investment, LLC Project), Series 2019, in an aggregate principal amount not to exceed \$5,200,000 (the "Bonds") for the benefit of Assignor;

WHEREAS, the Bonds were issued to Assignor pursuant to that certain Bond Purchase Agreement dated as of April 1, 2019 (the "Bond Purchase Agreement") among the Issuer and Assignor in its capacity as "Company" and as "Purchaser" and the proceeds of the Bonds were used for the acquisition of certain land, and the acquisition, construction and equipping of certain improvements and related building fixtures and building equipment thereon for use as a hotel and

an economic development project located in Greene County, Georgia, on land described on Exhibit A attached hereto and incorporated herein (the “Project”);

WHEREAS, in consideration of the issuance of the Bonds by the Issuer, Assignor, as lessee, and the Issuer, as lessor, entered into a Lease Agreement dated as of April 1, 2019, (as assigned, collectively, the “**Lease Agreement**”), pursuant to the terms of which the Issuer agreed to use the proceeds of the sale of the Bonds to finance the costs of the Project and to lease the Project to Assignor, and the related Memorandum of Lease and Option to Purchase, recorded on June 17, 2019, in Deed Book 1271, Pages 0294-0288 of the records of the Clerk of Superior Court of Greene County, Georgia;

WHEREAS, Assignor desires to transfer and assign its leasehold interest in the Project to Assignee and in connection therewith Assignee desires to assume the obligations of Assignor accruing prior to, on or after the Effective Date (as described below) under the documents appearing on Exhibit B attached hereto and made a part hereof (collectively, the “Company Documents”);

WHEREAS, Assignor desires to assign the Bonds to Assignee, such assignment date to occur on the Effective Date; and

WHEREAS, in connection with the assignment by Assignor to Assignee, the parties desires to enter into a Home Office Payment Agreement (“**Home Office Payment Agreement**”), by and among the Assignee, the Issuer and the Trustee; and

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, as applicable, hereby agree as follows:

1. Capitalized terms that are used but not defined herein shall have the same meaning ascribed to such terms in the Company Documents.

2. Assignee hereby fully and unconditionally assumes all of Assignor’s rights, duties and obligations under the Company Documents accruing prior to, on or after the Effective Date, and Assignor hereby fully and unconditionally assigns all such rights, duties and obligations (including, but not limited to, indemnification of the Issuer) to Assignee as of the Effective Date. Notwithstanding anything contained herein to the contrary, Assignee’s assumption of obligations set forth herein expressly constitutes an assumption of all liabilities and obligations of the “Company” and the “Lessee” under the Company Documents (including all losses, claims, lawsuits or damages of any kind arising in connection with the Project) accruing prior to, on or after the Effective Date, and is subject to all exculpatory and other similar provisions contained in the Company Documents which limit the liability of Assignor thereunder.

3. The parties hereby agree that from and after the Effective Date (a) all references to: (i) “Purchaser” in the Bond Purchase Agreement, the Indenture and the other Company Documents; (ii) “Lessee” and/or “Company” in the Indenture, the Lease Agreement, and the other Company Documents, and (iii) “Guarantor” in the Guaranty Agreement dated as of April 1, 2019 between Assignor and the Trustee, and (iv) “Bondholder”, “Holder”, and “Purchaser” under the

Indenture, the Bonds and the other Company Documents, in each case shall mean and refer to Assignee, other than with respect to any obligations arising from any acts, events, or conditions occurring prior to the Effective Date and any covenants set forth herein; and (b) the Home Office Payment Agreement dated as of April 1, 2019, among the Trustee, the Issuer and the Assignee is terminated. The Issuer and the Trustee hereby release Assignor from all of its obligations under the Company Documents accruing on and after the Effective Date; provided, however, that Assignor is not released from any liability pursuant to (i) this Agreement, or (ii) liability retained by Assignor as set forth in Section 2 of this Agreement.

4. The assignment of the leasehold interest in the Project to Assignee as contemplated herein is permitted by the terms of the Company Documents, all conditions precedent to the assignment have been satisfied, and the assignment is hereby acknowledged and approved by the Issuer and the Trustee. The assignment of the Bonds by Assignor to Assignee is hereby acknowledged and approved by the Issuer and the Trustee.

5. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns, and the provisions hereof may not be modified without the written approval and consent of all parties hereto.

6. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7. From and after the Effective Date, all notices required or permitted to be sent to the “Lessee,” “Company,” “Purchaser” or “Guarantor”, as applicable, under the Company Documents shall be sent to Assignee at the following address, in the manner required under the Company Documents:

If to Assignee:

Shiva Shiva Greensboro Tru LLC  
1182 Bent Tree Lane  
Watkinsville, Georgia 30677  
Attention: Manishkumar Patel

All terms and conditions of the Company Documents not expressly modified by this Agreement are expressly reaffirmed as if set forth in their entirety herein and shall remain unaffected, unchanged and unimpaired by reason of this Agreement.

8. Assignor and Assignee agree to pay the Issuer’s and the Trustee’s costs to effectuate the transfer to Assignee of Assignor’s leasehold interest in the Project, the Company Documents and the Bonds, recording fees, transfer taxes, escrow fees, expenses and disbursements incurred by the Issuer and the Trustee relating to this Agreement or incurred in connection with the assumption by Assignee of the obligations under the Company Documents.

9. Assignor, the Issuer and the Trustee each hereby certifies that, to the best of its knowledge, and the Assignor hereby certifies that, as of the Effective Date, no default on the part of Assignor has occurred or would occur with the passage of time or the giving of notice under the

Company Documents, and that all fees, charges, rents and other amounts due as of the Effective Date have been paid pursuant to the provisions of the Company Documents.

10. The parties hereto hereby agree to execute, deliver or provide to any of the other parties hereto upon their request such further agreements, financing statements, papers and other instruments and to take such further actions, as any of the parties hereto may reasonably require in order to better effect or evidence the transactions described herein or otherwise assure compliance with the Company Documents.

11. On or before the Effective Date, Assignor shall surrender the original of Bond No. R-1 to the Registrar for registration of transfer and cancellation and shall cause a replacement Bond No. R-2 to be issued and registered in the name of Assignee. Assignor represents and warrants to the Issuer and Assignee that the schedule of advances and payments attached to Bond No. R-1, which is to be attached to Bond No. R-2, is correct and complete.

12. Assignor hereby certifies and the Issuer acknowledges that the Project is complete, and the Tax Commencement Date was January 1, 2021. Assignor further certifies that (i) it is the sole owner of all of the Bonds, which have an outstanding principal amount of \$5,200,000 and (ii) the Lease Agreement is in full force and effect.

13. Pursuant to that certain Documents Escrow Agreement dated as of April 1, 2019 (the "Escrow Agreement") between the Issuer, the Assignor and the Trustee as the "Escrow Agent" thereunder, contemporaneously with the issuance of the Bonds, the Issuer deposited with the Escrow Agent an executed quitclaim deed for the benefit of Assignor (the "Original Deed"). As of the Effective Date, the Issuer has delivered to the Trustee an executed quitclaim deed for the benefit of Assignee (the "New Deed") and the Trustee hereby acknowledges receipt thereof. As of the Effective Date, the New Deed shall replace the Original Deed, the Trustee shall destroy the Original Deed and the Documents Escrow Agreement shall be deemed amended to reflect the same.

14. This Agreement shall be governed in all respects by the laws of the State of Georgia.

15. This Agreement shall be filed for record in the office of the Clerk of Superior Court of Greene County, Georgia.

**IN WITNESS WHEREOF**, the parties have caused this Assignment, Assumption and Release Agreement to be executed under seal by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

**SHAAN & SURI INVESTMENT, LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_  
(Seal)  
Name:  
Title:

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

[NOTARY SEAL]

**ASSIGNEE:**

**SHIVA SHIVA GREENSBORO TRU LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_

Name:

Title:

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
[NOTARY SEAL]

**AUTHORITY:**

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Name: Scott Tolleson  
Title: Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
[NOTARY SEAL]

**TRUSTEE:**

**SYNOVUS BANK,**  
as trustee

By: \_\_\_\_\_  
Name: Dean D. Matthews  
Title: Managing Director

(Seal)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
[NOTARY SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTION**

All of that certain lot or parcel of land, together with all improvements located thereon, situate, lying, and being located within the corporate limits of the City of Greensboro, in the 163<sup>rd</sup> District, G.M., Greene County, Georgia, in the corner created by the intersection of the southeastern right-of-way of Towne Center Lane and the northeastern right-of-way of Towne Center Way, containing one and 77/100ths (1.77) acres, more or less, and being more particularly shown on that certain plat of survey prepared for Himanshu Bhatwala by Thomas Edward Peay, Jr., R.L.S., dated June 9, 2017, of record in Plat book 2017, Page 87, Clerk's Office, Greene County Superior Court, said plat being incorporated herein and made a part hereof by reference.

This is the same property conveyed by Limited Warranty Deed recorded in Deed Book 1216, Pages 182-183, said Clerk's Office.

TMP: 052000024B

**EXHIBIT B**

**COMPANY DOCUMENTS**

1. Lease Agreement by and between Greene County Development Authority and Shaan & Suri Investment, LLC, dated as of April 1, 2019, and the related Memorandum of Lease and Option to Purchase by and between Greene County Development Authority and Shaan & Suri Investment, LLC, dated as of April 1, 2019 and recorded on June 17, 2019 in Deed Book 01271, Pages 0284-0288 of the records of the Clerk of Superior Court of Greene County, Georgia.
2. Bond Purchase Agreement by and between Greene County Development Authority and Shaan & Suri Investment, LLC, dated as of April 1, 2019.
3. Guaranty Agreement by and between Shaan & Suri Investment, LLC and Synovus Bank, as Trustee, dated as of April 1, 2019.
4. Documents Escrow Agreement by and among Synovus Bank, as Escrow Agent, Greene County Development Authority and Shaan & Suri Investment, LLC, dated as of April 1, 2019.

EXHIBIT B

HOME OFFICE PAYMENT AGREEMENT

[Attached.]

## HOME OFFICE PAYMENT AGREEMENT

THIS HOME OFFICE PAYMENT AGREEMENT, made and entered into as of May \_\_\_\_, 2025, among SYNOVUS BANK, as trustee (the "Trustee"), the GREENE COUNTY DEVELOPMENT AUTHORITY (the "Issuer"), and SHIVA SHIVA GREENSBORO TRU LLC, a Georgia limited liability company in its capacity as purchaser of the Bonds hereinafter described (the "Purchaser") and in its separate capacity as lessee of the Project financed with the proceeds of the Bonds (the "Lessee");

### WITNESSETH:

WHEREAS, the Issuer was duly created and validly existing pursuant to the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1, *et seq.*), as amended (the "Act"); and

WHEREAS, under the Act, the Issuer has, among others, the power to (a) acquire, construct and install "projects" (as defined in the Act) in furtherance of the public purposes for which the Issuer was created and (b) issue revenue bonds for the purpose of paying, in whole or in part, the costs of any project or to refund any revenue bonds previously issued by the Issuer; and

WHEREAS, the Issuer has issued its Taxable Revenue Bonds (Shaan & Suri Investment, LLC Project) Series 2019, in the aggregate principal amount not to exceed \$5,200,000 (the "Bonds") pursuant to a resolution, adopted on February 12, 2019 (the "Resolution"), and an Indenture of Trust, dated as of April 1, 2019 (the "Indenture"), between the Issuer and the Trustee, in order to acquire, construct and install a capital project (the "Project") in Greene County, Georgia for lease by the Issuer to the Lessee pursuant to a Lease Agreement (the "Lease"), dated as of April 1, 2019, as amended and assigned, between the Issuer and the Lessee; and

WHEREAS, the Purchaser proposes to purchase the Bonds; and

WHEREAS, the Trustee, the Issuer, the Purchaser and the Lessee propose to enter into this Home Office Payment Agreement (this "Agreement"), pursuant to which the Lessee will agree, among other things, to pay directly to the Purchaser the moneys sufficient to provide for the payment of the debt service on the Bonds; and

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee, the Issuer, the Purchaser and the Lessee DO HEREBY AGREE, as follows:

### 1.

This Agreement shall become effective upon the date of issuance and delivery of the Bond No. R-2 in the name of the Purchaser as the Registered Owner thereof and shall continue in effect

until the principal and the interest on the Bonds shall have been fully paid pursuant to the provision of the Resolution and the Indenture.

2.

The Lessee hereby agrees to provide (by ledger entry if it is also the holder of the Bonds) for the payment of the debt service on the Bonds on the due date directly to the Purchaser at the following address:

Shiva Shiva Greensboro Tru LLC  
1182 Bent Tree Lane  
Watkinsville, Georgia 30677  
Attention: Manishkumar Patel

3.

The Issuer agrees that all amounts payable to the Purchaser with respect to any Bond held by the Purchaser or its nominee shall be made to the Purchaser (without any presentment thereof, except upon payment of the final installment of principal, and without any notation of such payment being made thereon) in such manner or at such address in the United States as may be designated by the Purchaser in writing to the Trustee and the Issuer. Any payment made in accordance with the provisions of this Agreement shall be accompanied by sufficient information to identify the source and proper application of such payment. The Purchaser agrees to notify the Trustee in writing of any failure of the Lessee to make any payment of principal of or interest on the Bonds when due, and the Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing. The Purchaser agrees that if any Bonds are sold or transferred it will notify the Issuer, the Trustee and the Lessee in writing of the name and address of the transferee, and it will, prior to delivery of such Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. The rights and obligations of the Issuer, the Lessee and the Purchaser under this Agreement shall not be assignable upon the transfer of the Bonds or any portion thereof. So long as this Agreement is in effect as to any Bond, the Trustee shall have no obligations as paying agent in respect to such Bond, nor shall it be obligated to collect rental payments, pursuant to the Lease, to act as Bond Registrar or to take any other action in respect thereof, except at the express written direction of the Lessee or the Issuer.

4.

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

5.

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

6.

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

**SYNOVUS BANK**

By: \_\_\_\_\_

Name: Dean D. Matthews

Title: Managing Director

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

(SEAL)

By: \_\_\_\_\_  
Scott Tolleson, Chairman

Attest:

\_\_\_\_\_  
Secretary

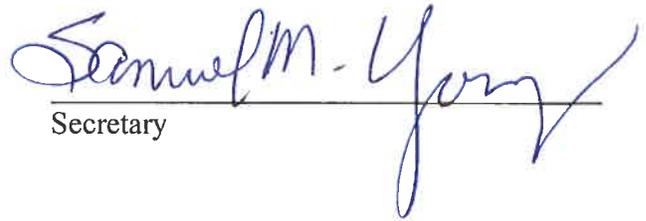
**SHIVA SHIVA GREENSBORO TRU LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_  
Name:  
Title:

SECRETARY'S CERTIFICATE

The undersigned, Secretary of the Greene County Development Authority (the "Issuer"), does hereby certify that the foregoing constitutes a true and correct copy of a resolution acknowledging the transfer of the leasehold interest in a certain project, which was duly adopted on May 2, 2025 by the members of the Issuer in a meeting duly called, assembled and held, which meeting was open to the public and at which a quorum was present and acting throughout, that all public notices of such meeting and the agenda therefor required by any sunshine law to be given were duly given, that the original of said resolution appears of record in the minute book of the Issuer which is in my custody and control, and that the same has not been amended or repealed.

Given under my hand and the seal of the Greene County Development Authority, this the 2<sup>nd</sup> day of May, 2025.

  
Secretary

(SEAL)



RESOLUTION OF THE GREENE COUNTY DEVELOPMENT AUTHORITY  
ACKNOWLEDGING AND APPROVING, INTER ALIA, THE ASSIGNMENT  
OF A LEASEHOLD INTEREST IN THE SHAAN & SURI INVESTMENT, LLC  
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RELATED LEASE AND CERTAIN BOND DOCUMENTS; AND CERTAIN  
OTHER RELATED MATTERS

WHEREAS, the Greene County Development Authority (the “**Issuer**”) has heretofore authorized the issuance of not more than \$5,200,000 of its Taxable Revenue Bonds (Shaan & Suri Investment, LLC Project), Series 2019 (the “**Bonds**”), to provide financing for the acquisition of certain land, and the acquisition, construction and installation of certain improvements and related building fixtures thereon for use as a hotel and an economic development project (the “**Project**”) located in Greene County, Georgia for the benefit of Shaan & Suri Investment, LLC, a Georgia limited liability company (the “**Company**”); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer, the Company and the Issuer entered into a Lease Agreement, dated as of April 1, 2019 (the “**Lease Agreement**”), pursuant to the terms of which the Issuer agreed to use the proceeds of the sale of the Bonds to finance the costs of the Project and to lease the Project to the Company (capitalized terms used herein and not otherwise defined shall have the definitions set forth in the Lease Agreement); and

WHEREAS, the Bonds were issued under an Indenture of Trust dated as of April 1, 2019 (the “**Indenture**”) between the Issuer and Synovus Bank, as trustee (the “**Trustee**”) and were purchased by the Company under and pursuant to a Bond Purchase Agreement dated as of April 1, 2019 (the “**Bond Purchase Agreement**”) among the Issuer and the Company, as lessee and purchaser, and are now registered in the name of the Company; and

WHEREAS, in connection with the issuance of the Bonds to the Company (i) the Issuer, the Company and the Trustee entered into that certain Home Office Payment Agreement, dated as of April 1, 2019 (the “**Original Home Office Payment Agreement**”), (ii) the Company entered into that certain Guaranty Agreement, dated as of April 1, 2019 (the “**Guaranty Agreement**”) in favor of the Trustee and under which the Company guaranteed the payment of the principal of, premium, if any, and interest on the Bonds, (iii) the Company, the Issuer and the Trustee entered into that certain Documents Escrow Agreement, dated as of April 1, 2019 (the “**Documents Escrow Agreement**”); and

WHEREAS, the Company desires to transfer all of the Company’s interest in the Bonds, the Project, the Lease Agreement and certain related documents to Shiva Shiva Greensboro Tru LLC, a Georgia limited liability company, or an affiliate thereof (the “**Assignee**”); and

WHEREAS, pursuant to an Assignment, Assumption and Release Agreement (the “**Assignment Agreement**”) among the Company, the Assignee, the Issuer and the Trustee, the Company will assign to the Assignee all of its right, title and interest in the Lease Agreement, the Bond Purchase Agreement, the Guaranty Agreement, and the Documents Escrow Agreement (collectively, the “**Bond Documents**”), and the Assignee will expressly assume and agree in writing to perform all of the Company’s obligations under the Bond Documents; and

WHEREAS, in connection with the assignment of the Company's interest in the Bond Documents, the Assignee has requested that the Issuer execute a Home Office Payment Agreement ("**Home Office Payment Agreement**"), by and among the Assignee, the Issuer and the Trustee; and

WHEREAS, simultaneously with the execution and delivery of the Assignment Agreement, the Company will transfer all of the outstanding Bonds to Assignee;

NOW, THEREFORE, BE IT RESOLVED by the Issuer, and it is hereby resolved by the authority of same as follows:

1. Recitals. The foregoing recitals are incorporated in the body of this Resolution by this reference.

2. Acknowledgment and Approval of Assignment of the Leasehold Interest in the Project; Transfer and Assignment of Bonds, Lease and Bond Documents. The assignment of the Company's leasehold interest in the Project and the Company's interest in the Bond Documents to the Assignee and the assumption by the Assignee of the Company's rights, duties and obligations under the Lease Agreement and other Bond Documents is hereby acknowledged and approved. The transfer and assignment of the Bonds by the Company to Assignee is acknowledged and approved. The Chairman, Vice Chairman or Executive Director of the Issuer and counsel to the Issuer are hereby authorized and directed to review all documents in connection with the transfer and assignment of the Bonds and Bond Documents in order to ensure that the Assignee assumes all duties and responsibilities of the Company to the Issuer under the Bonds and Bond Documents.

3. Authorization of Assignment Agreement. The execution, delivery and performance by the Issuer of the Assignment Agreement are hereby approved, authorized and directed. The Chairman, Vice Chairman or Executive Director of the Issuer (each, an "**Authorized Officer**") are hereby authorized, empowered and directed to execute, acknowledge and deliver the Assignment Agreement. The Assignment Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes therein as may be deemed necessary by the Authorized Officer or Officers executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to such purposes. The execution of the Assignment Agreement, by one or more Authorized Officers shall constitute conclusive evidence that the Assignment Agreement and any and all changes thereto have been approved by the Authorized Officer or Authorized Officers executing the Assignment Agreement.

4. Authorization of Home Office Payment Agreement. The execution, delivery and performance by the Issuer of the Home Office Payment Agreement are hereby approved, authorized and directed. The Chairman, Vice Chairman or Executive Director of the Issuer are hereby authorized, empowered and directed to execute, acknowledge and deliver the Home Office Payment Agreement. The Home Office Payment Agreement shall be in substantially the form attached hereto as Exhibit B, with such changes therein as may be deemed necessary by the Authorized Officer executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and as shall not be inconsistent with or

contrary to such purposes. The execution of the Home Office Payment Agreement, by one or more Authorized Officers shall constitute conclusive evidence that the Home Office Payment Agreement and any and all changes thereto have been approved by the Authorized Officer or Authorized Officers executing the Home Office Payment Agreement.

5. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the documents hereinabove authorized shall be deemed to be a stipulation, obligation or agreement of any director, member, officer, agent or employee of the Issuer in his or her individual capacity, and no such officer, member, director, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance or sale thereof.

6. General Authority. Each of the Authorized Officers of the Issuer is hereby authorized and directed to take any and all actions which any such officer deems to be necessary, appropriate or desirable in connection with the assignment and assumption of the Bond Documents as herein approved or as to otherwise enable the Issuer to carry out the purposes and intent of this Resolution and the transactions contemplated, or to be performed by the Issuer under the documents approved or authorized hereby, including, without limitation, the execution and delivery of any and all agreements, instruments, certificates, assignments, papers and documents as may be necessary or desirable in connection therewith, including, without limitation, agreements, instruments, certificates, assignments, papers and documents requested by the Assignee's mortgage lender; and any agreement, instrument, certificate, assignment, paper or document so executed and delivered or actions taken by any of such officers shall be conclusive evidence of his or her authority. The Secretary or any Assistant Secretary of the Issuer be and hereby is authorized to attest the signature of any officer of the Issuer and impress, imprint or otherwise affix the seal of the Issuer on the Assignment Agreement, the Home Office Payment Agreement or any other agreement, instrument, certificate, assignment, paper or document executed in connection with this Resolution, but shall not be obligated to do so, and the absence of the signature of the Secretary or any Assistant Secretary of the Issuer or the Issuer's seal on any agreements, instruments, certificates, assignments, papers or documents shall not affect the validity thereof or the enforceability of the Issuer's obligations thereunder.

7. Actions Ratified, Approved and Confirmed. All acts and doings of the officers of the Issuer which are in conformity with the purposes and intents of this Resolution and in the furtherance of the assignment of the Company's leasehold interest in the Project and the execution, delivery and performance of the documents hereinabove authorized shall be, and the same hereby are, in all respects ratified, approved and confirmed.

8. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

9. Repealing Clause. All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

10. Effective Date. This Resolution shall take effect immediately upon its adoption.

11. Reporting. A copy of this Resolution may be furnished to the Company, the Assignee, or any other party as evidence of the acknowledgement by the Issuer of the assignment of the Company's leasehold interest in the Project to the Assignee and the approval of the related documents referenced herein.

ADOPTED this 2<sup>nd</sup> day of May, 2025.

GREENE COUNTY DEVELOPMENT  
AUTHORITY

By:   
Chairman

(SEAL)

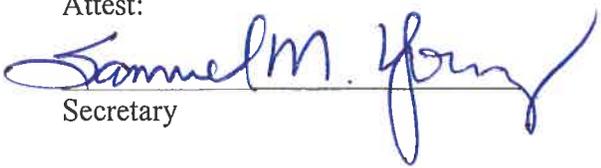
Attest:  
  
Secretary



EXHIBIT A

ASSIGNMENT AGREEMENT

[Attached.]

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(Space above this line is for recording data)

**After recording, please return to:**

**Cross Reference to Greene County  
Records:**

Memorandum of Lease and Option to  
Purchase, recorded as of June 17, 2019, in  
Deed Book 1271, Pages 0284-0288.

**ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT (this “Agreement”) is made as of May \_\_\_, 2025 (the “Effective Date”), by and among SHAAN & SURI INVESTMENT, LLC, a Georgia limited liability company (“Assignor”), SHIVA SHIVA GREENSBORO TRU LLC, a Georgia limited liability company (“Assignee”), the GREENE COUNTY DEVELOPMENT AUTHORITY, a development authority and public body corporate and politic created and existing under the laws of the State of Georgia (the “Issuer”), and SYNOVUS BANK, a Georgia state banking corporation, as trustee (the “Trustee”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Indenture of Trust dated as of April 1, 2019 (the “Indenture”) between the Issuer and the Trustee, the Issuer authorized the issuance of its Taxable Revenue Bonds (Shaan & Suri Investment, LLC Project), Series 2019, in an aggregate principal amount not to exceed \$5,200,000 (the “Bonds”) for the benefit of Assignor;

WHEREAS, the Bonds were issued to Assignor pursuant to that certain Bond Purchase Agreement dated as of April 1, 2019 (the “Bond Purchase Agreement”) among the Issuer and Assignor in its capacity as “Company” and as “Purchaser” and the proceeds of the Bonds were used for the acquisition of certain land, and the acquisition, construction and equipping of certain improvements and related building fixtures and building equipment thereon for use as a hotel and

an economic development project located in Greene County, Georgia, on land described on Exhibit A attached hereto and incorporated herein (the "Project");

WHEREAS, in consideration of the issuance of the Bonds by the Issuer, Assignor, as lessee, and the Issuer, as lessor, entered into a Lease Agreement dated as of April 1, 2019, (as assigned, collectively, the "Lease Agreement"), pursuant to the terms of which the Issuer agreed to use the proceeds of the sale of the Bonds to finance the costs of the Project and to lease the Project to Assignor, and the related Memorandum of Lease and Option to Purchase, recorded on June 17, 2019, in Deed Book 1271, Pages 0294-0288 of the records of the Clerk of Superior Court of Greene County, Georgia;

WHEREAS, Assignor desires to transfer and assign its leasehold interest in the Project to Assignee and in connection therewith Assignee desires to assume the obligations of Assignor accruing prior to, on or after the Effective Date (as described below) under the documents appearing on Exhibit B attached hereto and made a part hereof (collectively, the "Company Documents");

WHEREAS, Assignor desires to assign the Bonds to Assignee, such assignment date to occur on the Effective Date; and

WHEREAS, in connection with the assignment by Assignor to Assignee, the parties desires to enter into a Home Office Payment Agreement ("**Home Office Payment Agreement**"), by and among the Assignee, the Issuer and the Trustee; and

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, as applicable, hereby agree as follows:

1. Capitalized terms that are used but not defined herein shall have the same meaning ascribed to such terms in the Company Documents.
2. Assignee hereby fully and unconditionally assumes all of Assignor's rights, duties and obligations under the Company Documents accruing prior to, on or after the Effective Date, and Assignor hereby fully and unconditionally assigns all such rights, duties and obligations (including, but not limited to, indemnification of the Issuer) to Assignee as of the Effective Date. Notwithstanding anything contained herein to the contrary, Assignee's assumption of obligations set forth herein expressly constitutes an assumption of all liabilities and obligations of the "Company" and the "Lessee" under the Company Documents (including all losses, claims, lawsuits or damages of any kind arising in connection with the Project) accruing prior to, on or after the Effective Date, and is subject to all exculpatory and other similar provisions contained in the Company Documents which limit the liability of Assignor thereunder.
3. The parties hereby agree that from and after the Effective Date (a) all references to:  
(i) "Purchaser" in the Bond Purchase Agreement, the Indenture and the other Company Documents; (ii) "Lessee" and/or "Company" in the Indenture, the Lease Agreement, and the other Company Documents, and (iii) "Guarantor" in the Guaranty Agreement dated as of April 1, 2019 between Assignor and the Trustee, and (iv) "Bondholder", "Holder", and "Purchaser" under the

Indenture, the Bonds and the other Company Documents, in each case shall mean and refer to Assignee, other than with respect to any obligations arising from any acts, events, or conditions occurring prior to the Effective Date and any covenants set forth herein; and (b) the Home Office Payment Agreement dated as of April 1, 2019, among the Trustee, the Issuer and the Assignee is terminated. The Issuer and the Trustee hereby release Assignor from all of its obligations under the Company Documents accruing on and after the Effective Date; provided, however, that Assignor is not released from any liability pursuant to (i) this Agreement, or (ii) liability retained by Assignor as set forth in Section 2 of this Agreement.

4. The assignment of the leasehold interest in the Project to Assignee as contemplated herein is permitted by the terms of the Company Documents, all conditions precedent to the assignment have been satisfied, and the assignment is hereby acknowledged and approved by the Issuer and the Trustee. The assignment of the Bonds by Assignor to Assignee is hereby acknowledged and approved by the Issuer and the Trustee.

5. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns, and the provisions hereof may not be modified without the written approval and consent of all parties hereto.

6. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7. From and after the Effective Date, all notices required or permitted to be sent to the "Lessee," "Company", "Purchaser" or "Guarantor", as applicable, under the Company Documents shall be sent to Assignee at the following address, in the manner required under the Company Documents:

If to Assignee:

Shiva Shiva Greensboro Tru LLC  
1182 Bent Tree Lane  
Watkinsville, Georgia 30677  
Attention: Manishkumar Patel

All terms and conditions of the Company Documents not expressly modified by this Agreement are expressly reaffirmed as if set forth in their entirety herein and shall remain unaffected, unchanged and unimpaired by reason of this Agreement.

8. Assignor and Assignee agree to pay the Issuer's and the Trustee's costs to effectuate the transfer to Assignee of Assignor's leasehold interest in the Project, the Company Documents and the Bonds, recording fees, transfer taxes, escrow fees, expenses and disbursements incurred by the Issuer and the Trustee relating to this Agreement or incurred in connection with the assumption by Assignee of the obligations under the Company Documents.

9. Assignor, the Issuer and the Trustee each hereby certifies that, to the best of its knowledge, and the Assignor hereby certifies that, as of the Effective Date, no default on the part of Assignor has occurred or would occur with the passage of time or the giving of notice under the

Company Documents, and that all fees, charges, rents and other amounts due as of the Effective Date have been paid pursuant to the provisions of the Company Documents.

10. The parties hereto hereby agree to execute, deliver or provide to any of the other parties hereto upon their request such further agreements, financing statements, papers and other instruments and to take such further actions, as any of the parties hereto may reasonably require in order to better effect or evidence the transactions described herein or otherwise assure compliance with the Company Documents.

11. On or before the Effective Date, Assignor shall surrender the original of Bond No. R-1 to the Registrar for registration of transfer and cancellation and shall cause a replacement Bond No. R-2 to be issued and registered in the name of Assignee. Assignor represents and warrants to the Issuer and Assignee that the schedule of advances and payments attached to Bond No. R-1, which is to be attached to Bond No. R-2, is correct and complete.

12. Assignor hereby certifies and the Issuer acknowledges that the Project is complete, and the Tax Commencement Date was January 1, 2021. Assignor further certifies that (i) it is the sole owner of all of the Bonds, which have an outstanding principal amount of \$5,200,000 and (ii) the Lease Agreement is in full force and effect.

13. Pursuant to that certain Documents Escrow Agreement dated as of April 1, 2019 (the "Escrow Agreement") between the Issuer, the Assignor and the Trustee as the "Escrow Agent" thereunder, contemporaneously with the issuance of the Bonds, the Issuer deposited with the Escrow Agent an executed quitclaim deed for the benefit of Assignor (the "Original Deed"). As of the Effective Date, the Issuer has delivered to the Trustee an executed quitclaim deed for the benefit of Assignee (the "New Deed") and the Trustee hereby acknowledges receipt thereof. As of the Effective Date, the New Deed shall replace the Original Deed, the Trustee shall destroy the Original Deed and the Documents Escrow Agreement shall be deemed amended to reflect the same.

14. This Agreement shall be governed in all respects by the laws of the State of Georgia.

15. This Agreement shall be filed for record in the office of the Clerk of Superior Court of Greene County, Georgia.

IN WITNESS WHEREOF, the parties have caused this Assignment, Assumption and Release Agreement to be executed under seal by their duly authorized representatives as of the Effective Date.

**ASSIGNOR:**

**SHAAN & SURI INVESTMENT, LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_  
(Seal)  
Name:  
Title:

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

[NOTARY SEAL]

**ASSIGNEE:**

**SHIVA SHIVA GREENSBORO TRU LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_

Name:

Title:

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

[NOTARY SEAL]

**AUTHORITY:**

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_

Name: Scott Tolleson

Title: Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Secretary

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
[NOTARY SEAL]

**TRUSTEE:**

**SYNOVUS BANK,**  
as trustee

By: \_\_\_\_\_  
Name: Dean D. Matthews  
Title: Managing Director

(Seal)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
[NOTARY SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTION**

All of that certain lot or parcel of land, together with all improvements located thereon, situate, lying, and being located within the corporate limits of the City of Greensboro, in the 163<sup>rd</sup> District, G.M., Greene County, Georgia, in the corner created by the intersection of the southeastern right-of-way of Towne Center Lane and the northeastern right-of-way of Towne Center Way, containing one and 77/100ths (1.77) acres, more or less, and being more particularly shown on that certain plat of survey prepared for Himanshu Bhatwala by Thomas Edward Peay, Jr., R.L.S., dated June 9, 2017, of record in Plat book 2017, Page 87, Clerk's Office, Greene County Superior Court, said plat being incorporated herein and made a part hereof by reference.

This is the same property conveyed by Limited Warranty Deed recorded in Deed Book 1216, Pages 182-183, said Clerk's Office.

TMP: 052000024B

**EXHIBIT B**

**COMPANY DOCUMENTS**

1. Lease Agreement by and between Greene County Development Authority and Shaan & Suri Investment, LLC, dated as of April 1, 2019, and the related Memorandum of Lease and Option to Purchase by and between Greene County Development Authority and Shaan & Suri Investment, LLC, dated as of April 1, 2019 and recorded on June 17, 2019 in Deed Book 01271, Pages 0284-0288 of the records of the Clerk of Superior Court of Greene County, Georgia.'
2. Bond Purchase Agreement by and between Greene County Development Authority and Shaan & Suri Investment, LLC, dated as of April 1, 2019.
3. Guaranty Agreement by and between Shaan & Suri Investment, LLC and Synovus Bank, as Trustee, dated as of April 1, 2019.
4. Documents Escrow Agreement by and among Synovus Bank, as Escrow Agent, Greene County Development Authority and Shaan & Suri Investment, LLC, dated as of April 1, 2019.

EXHIBIT B

HOME OFFICE PAYMENT AGREEMENT

[Attached.]

## HOME OFFICE PAYMENT AGREEMENT

THIS HOME OFFICE PAYMENT AGREEMENT, made and entered into as of May \_\_\_\_, 2025, among SYNOVUS BANK, as trustee (the "Trustee"), the GREENE COUNTY DEVELOPMENT AUTHORITY (the "Issuer"), and SHIVA SHIVA GREENSBORO TRU LLC, a Georgia limited liability company in its capacity as purchaser of the Bonds hereinafter described (the "Purchaser") and in its separate capacity as lessee of the Project financed with the proceeds of the Bonds (the "Lessee");

### WITNESSETH:

WHEREAS, the Issuer was duly created and validly existing pursuant to the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1, *et seq.*), as amended (the "Act"); and

WHEREAS, under the Act, the Issuer has, among others, the power to (a) acquire, construct and install "projects" (as defined in the Act) in furtherance of the public purposes for which the Issuer was created and (b) issue revenue bonds for the purpose of paying, in whole or in part, the costs of any project or to refund any revenue bonds previously issued by the Issuer; and

WHEREAS, the Issuer has issued its Taxable Revenue Bonds (Shaan & Suri Investment, LLC Project) Series 2019, in the aggregate principal amount not to exceed \$5,200,000 (the "Bonds") pursuant to a resolution, adopted on February 12, 2019 (the "Resolution"), and an Indenture of Trust, dated as of April 1, 2019 (the "Indenture"), between the Issuer and the Trustee, in order to acquire, construct and install a capital project (the "Project") in Greene County, Georgia for lease by the Issuer to the Lessee pursuant to a Lease Agreement (the "Lease"), dated as of April 1, 2019, as amended and assigned, between the Issuer and the Lessee; and

WHEREAS, the Purchaser proposes to purchase the Bonds; and

WHEREAS, the Trustee, the Issuer, the Purchaser and the Lessee propose to enter into this Home Office Payment Agreement (this "Agreement"), pursuant to which the Lessee will agree, among other things, to pay directly to the Purchaser the moneys sufficient to provide for the payment of the debt service on the Bonds; and

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee, the Issuer, the Purchaser and the Lessee DO HEREBY AGREE, as follows:

1.

This Agreement shall become effective upon the date of issuance and delivery of the Bond No. R-2 in the name of the Purchaser as the Registered Owner thereof and shall continue in effect

until the principal and the interest on the Bonds shall have been fully paid pursuant to the provision of the Resolution and the Indenture.

2.

The Lessee hereby agrees to provide (by ledger entry if it is also the holder of the Bonds) for the payment of the debt service on the Bonds on the due date directly to the Purchaser at the following address:

Shiva Shiva Greensboro Tru LLC  
1182 Bent Tree Lane  
Watkinsville, Georgia 30677  
Attention: Manishkumar Patel

3.

The Issuer agrees that all amounts payable to the Purchaser with respect to any Bond held by the Purchaser or its nominee shall be made to the Purchaser (without any presentment thereof, except upon payment of the final installment of principal, and without any notation of such payment being made thereon) in such manner or at such address in the United States as may be designated by the Purchaser in writing to the Trustee and the Issuer. Any payment made in accordance with the provisions of this Agreement shall be accompanied by sufficient information to identify the source and proper application of such payment. The Purchaser agrees to notify the Trustee in writing of any failure of the Lessee to make any payment of principal of or interest on the Bonds when due, and the Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing. The Purchaser agrees that if any Bonds are sold or transferred it will notify the Issuer, the Trustee and the Lessee in writing of the name and address of the transferee, and it will, prior to delivery of such Bonds, make a notation on such Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. The rights and obligations of the Issuer, the Lessee and the Purchaser under this Agreement shall not be assignable upon the transfer of the Bonds or any portion thereof. So long as this Agreement is in effect as to any Bond, the Trustee shall have no obligations as paying agent in respect to such Bond, nor shall it be obligated to collect rental payments, pursuant to the Lease, to act as Bond Registrar or to take any other action in respect thereof, except at the express written direction of the Lessee or the Issuer.

4.

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

5.

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

6.

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

**SYNOVUS BANK**

By: \_\_\_\_\_

Name: Dean D. Matthews

Title: Managing Director

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

(SEAL)

By: \_\_\_\_\_  
Scott Tolleson, Chairman

Attest:

\_\_\_\_\_  
Secretary

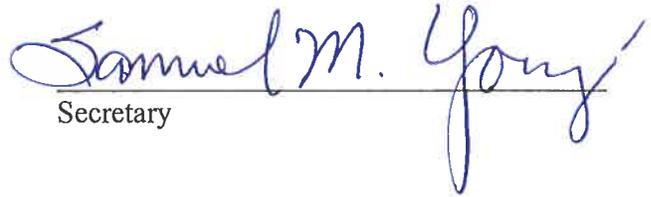
**SHIVA SHIVA GREENSBORO TRU LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_  
Name:  
Title:

SECRETARY'S CERTIFICATE

The undersigned, Secretary of the Greene County Development Authority (the "Issuer"), does hereby certify that the foregoing constitutes a true and correct copy of a resolution acknowledging the transfer of the leasehold interest in a certain project, which was duly adopted on May 2, 2025 by the members of the Issuer in a meeting duly called, assembled and held, which meeting was open to the public and at which a quorum was present and acting throughout, that all public notices of such meeting and the agenda therefor required by any sunshine law to be given were duly given, that the original of said resolution appears of record in the minute book of the Issuer which is in my custody and control, and that the same has not been amended or repealed.

Given under my hand and the seal of the Greene County Development Authority, this the 2<sup>nd</sup> day of May, 2025.

  
Secretary

(SEAL)



## HOME OFFICE PAYMENT AGREEMENT

THIS HOME OFFICE PAYMENT AGREEMENT, made and entered into as of May \_\_\_\_, 2025, among SYNOVUS BANK, as trustee (the "Trustee"), the GREENE COUNTY DEVELOPMENT AUTHORITY (the "Issuer"), and SHIVA SHIVA GREENSBORO TRU LLC, a Georgia limited liability company in its capacity as purchaser of the Bonds hereinafter described (the "Purchaser") and in its separate capacity as lessee of the Project financed with the proceeds of the Bonds (the "Lessee");

### WITNESSETH:

WHEREAS, the Issuer was duly created and validly existing pursuant to the Development Authorities Law of the State of Georgia (O.C.G.A. § 36-62-1, *et seq.*), as amended (the "Act"); and

WHEREAS, under the Act, the Issuer has, among others, the power to (a) acquire, construct and install "projects" (as defined in the Act) in furtherance of the public purposes for which the Issuer was created and (b) issue revenue bonds for the purpose of paying, in whole or in part, the costs of any project or to refund any revenue bonds previously issued by the Issuer; and

WHEREAS, the Issuer has issued its Taxable Revenue Bonds (Shaan & Suri Investment, LLC Project) Series 2019, in the aggregate principal amount not to exceed \$5,200,000 (the "Bonds") pursuant to a resolution, adopted on February 12, 2019 (the "Resolution"), and an Indenture of Trust, dated as of April 1, 2019 (the "Indenture"), between the Issuer and the Trustee, in order to acquire, construct and install a capital project (the "Project") in Greene County, Georgia for lease by the Issuer to the Lessee pursuant to a Lease Agreement (the "Lease"), dated as of April 1, 2019, as amended and assigned, between the Issuer and the Lessee; and

WHEREAS, the Purchaser proposes to purchase the Bonds; and

WHEREAS, the Trustee, the Issuer, the Purchaser and the Lessee propose to enter into this Home Office Payment Agreement (this "Agreement"), pursuant to which the Lessee will agree, among other things, to pay directly to the Purchaser the moneys sufficient to provide for the payment of the debt service on the Bonds; and

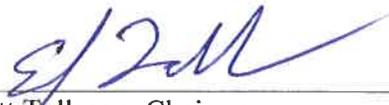
NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee, the Issuer, the Purchaser and the Lessee DO HEREBY AGREE, as follows:

### 1.

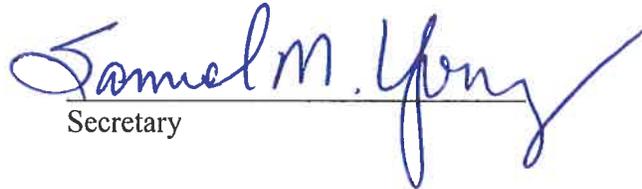
This Agreement shall become effective upon the date of issuance and delivery of the Bond No. R-2 in the name of the Purchaser as the Registered Owner thereof and shall continue in effect

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

(SEAL)

By:   
Scott Tolleson, Chairman

Attest:

  
Secretary

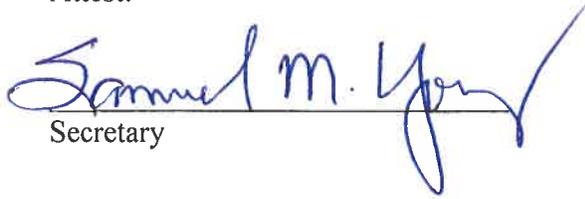


**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

(SEAL)

By:   
Scott Tolleson, Chairman

Attest:

  
Secretary

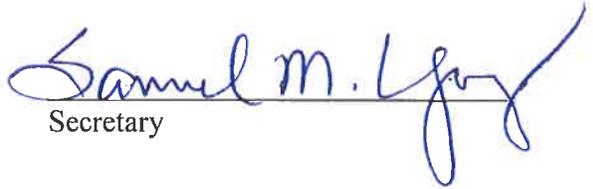


**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

(SEAL)

By:   
Scott Tolleson, Chairman

Attest:

  
Secretary

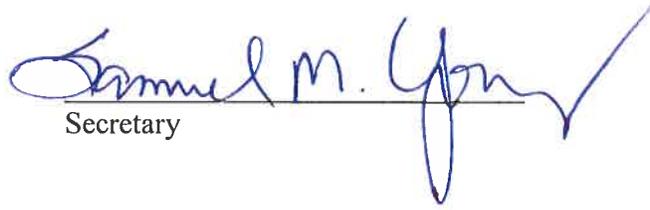


**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

(SEAL)

By:   
Scott Tolleson, Chairman

Attest:

  
Secretary

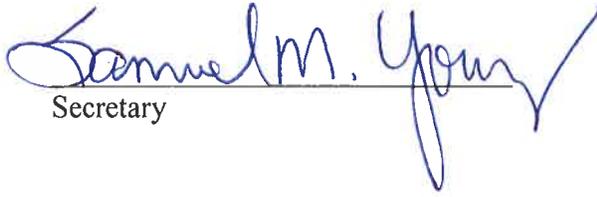


**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

(SEAL)

By:   
\_\_\_\_\_  
Scott Tolleson, Chairman

Attest:

  
\_\_\_\_\_  
Secretary



## AUTHENTICATION ORDER

Synovus Bank  
Birmingham, Alabama

Re: Greene County Development Authority Taxable Revenue Bond (Shaan & Suri Investment, LLC Project), Series 2019 (Numbered R-2)

To the Addressees:

We have sold the bond issue in caption (more fully described in the Indenture of Trust, dated as of April 1, 2019 (the "Indenture"), between the Greene County Development Authority, a public body corporate and politic of the State of Georgia, and Synovus Bank having a corporate trust office in Birmingham, Alabama, as Trustee) to Shaan & Suri Investment, LLC (the "Original Purchaser"), as the purchaser thereof, at a purchase price equal to \$5,200,000 (the "Bond").

We have been notified that the Bond has been assigned and transferred by the Original Purchaser to Shiva Shiva Greensboro Tru LLC, a Georgia limited liability company (the "Purchaser"). You have been directed to transfer the registration of the Bond numbered R-1 to the Purchaser and to cause the cancellation of Bond numbered R-1.

We are delivering to you as Trustee one fully registered bond, dated May \_\_\_, 2025, numbered R-2, in the denomination of \$5,200,000, bearing interest at the rate of four percent (4.0%) per annum, payable annually thereafter on December 1 and of each year until maturity or earlier date of prepayment, and maturing on December 1, 2030. The Purchaser has made a book entry of the purchase of such bond on its books and hereby notifies you of such entry. You are hereby authorized and directed to authenticate and deliver said bond to the Purchaser.

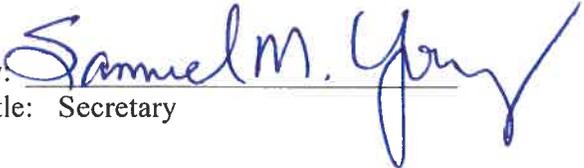
This \_\_\_\_\_ day of May, 2025.

(CORPORATE SEAL)

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Title: Scott Tolleson, Chairman

Attest:

By:   
Title: Secretary

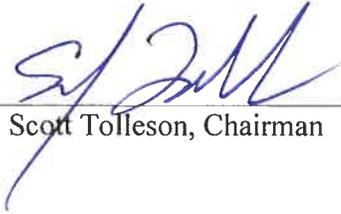


[Authentication Order]

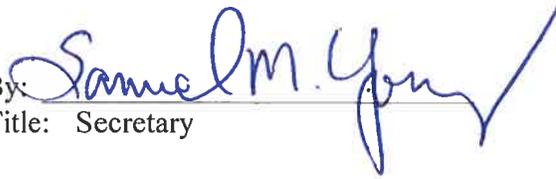
This \_\_\_\_\_ day of May, 2025.

(CORPORATE SEAL)

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Title: Scott Tolleson, Chairman

Attest:

By:   
Title: Secretary



[Authentication Order]

This \_\_\_\_\_ day of May, 2025.

(CORPORATE SEAL)

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Title: Scott Tolleson, Chairman

Attest:

By:   
Title: Secretary



[Authentication Order]

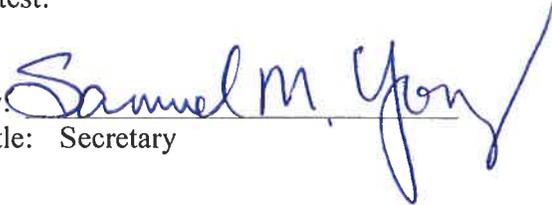
This \_\_\_\_\_ day of May, 2025.

(CORPORATE SEAL)

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Title: Scott Tolleson, Chairman

Attest:

By:   
Title: Secretary

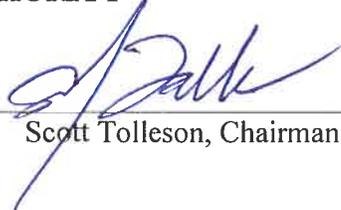


[Authentication Order]

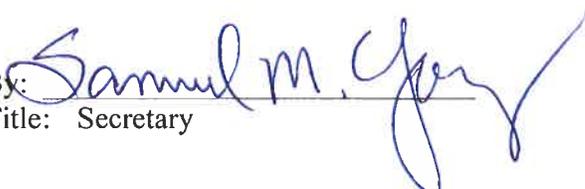
This \_\_\_\_ day of May, 2025.

(CORPORATE SEAL)

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Title: Scott Tolleson, Chairman

Attest:

By:   
Title: Secretary



[Authentication Order]

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(Space above this line is for recording data)

**After recording, please return to:**

**Cross Reference to Greene County  
Records:**

Memorandum of Lease and Option to  
Purchase, recorded as of June 17, 2019, in  
Deed Book 1271, Pages 0284-0288.

#### **ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT (this “Agreement”) is made as of May \_\_, 2025 (the “Effective Date”), by and among SHAAN & SURI INVESTMENT, LLC, a Georgia limited liability company (“Assignor”), SHIVA SHIVA GREENSBORO TRU LLC, a Georgia limited liability company (“Assignee”), the GREENE COUNTY DEVELOPMENT AUTHORITY, a development authority and public body corporate and politic created and existing under the laws of the State of Georgia (the “Issuer”), and SYNOVUS BANK, a Georgia state banking corporation, as trustee (the “Trustee”).

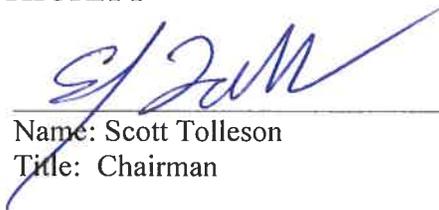
#### **WITNESSETH:**

WHEREAS, pursuant to that certain Indenture of Trust dated as of April 1, 2019 (the “Indenture”) between the Issuer and the Trustee, the Issuer authorized the issuance of its Taxable Revenue Bonds (Shaan & Suri Investment, LLC Project), Series 2019, in an aggregate principal amount not to exceed \$5,200,000 (the “Bonds”) for the benefit of Assignor;

WHEREAS, the Bonds were issued to Assignor pursuant to that certain Bond Purchase Agreement dated as of April 1, 2019 (the “Bond Purchase Agreement”) among the Issuer and Assignor in its capacity as “Company” and as “Purchaser” and the proceeds of the Bonds were used for the acquisition of certain land, and the acquisition, construction and equipping of certain improvements and related building fixtures and building equipment thereon for use as a hotel and

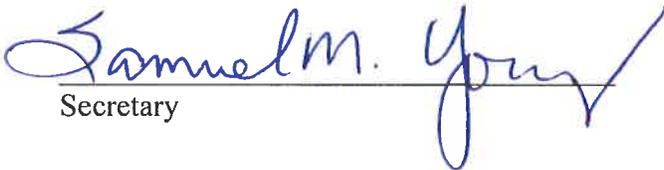
**AUTHORITY:**

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Name: Scott Tolleson  
Title: Chairman

(SEAL)

**ATTEST:**

  
Secretary

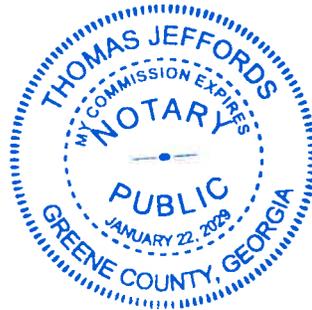


Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

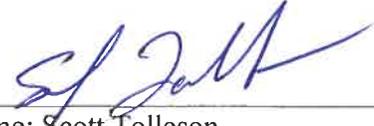
My commission expires:  
1/22/29



[NOTARY SEAL]

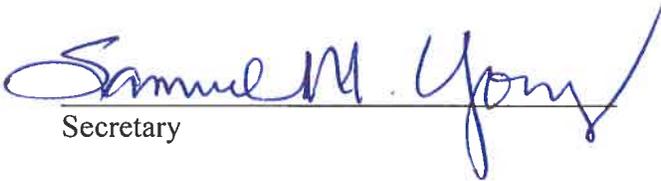
**AUTHORITY:**

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Name: Scott Tolleson  
Title: Chairman

(SEAL)

**ATTEST:**

  
Secretary



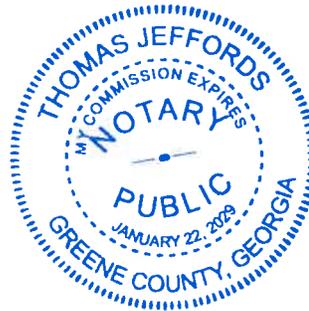
Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

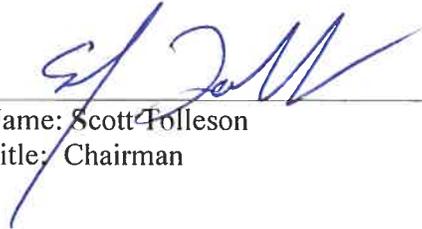
My commission expires:  
1/22/23

[NOTARY SEAL]



**AUTHORITY:**

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Name: Scott Tolleson  
Title: Chairman

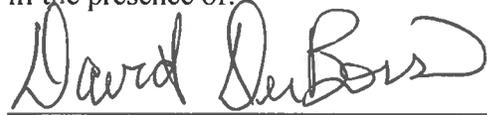
(SEAL)

**ATTEST:**

  
Secretary

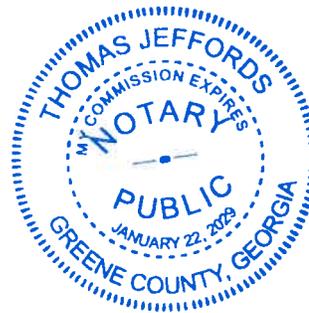


Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

My commission expires:  
1/22/29



[NOTARY SEAL]

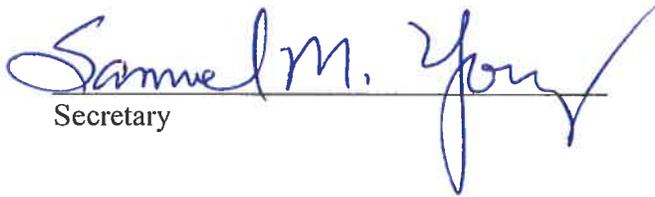
**AUTHORITY:**

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Name: Scott Tolleson  
Title: Chairman

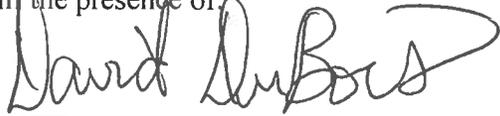
(SEAL)

**ATTEST:**

  
Secretary



Signed, sealed and delivered  
in the presence of:



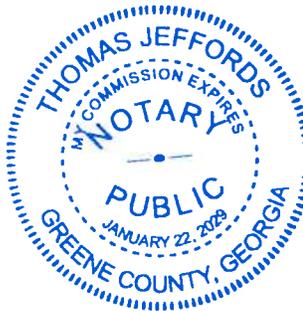
Unofficial Witness

  
Notary Public

My commission expires:

1/21/29

[NOTARY SEAL]

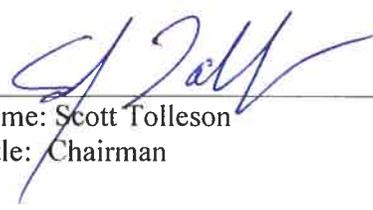


**AUTHORITY:**

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

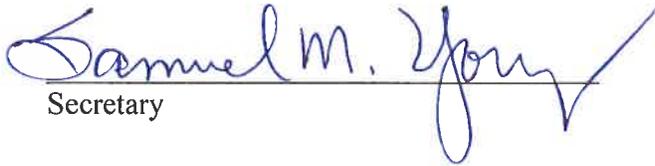
By: \_\_\_\_\_

Name: Scott Tolleson  
Title: Chairman



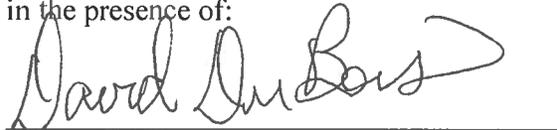
(SEAL)

ATTEST:

  
Secretary



Signed, sealed and delivered  
in the presence of:

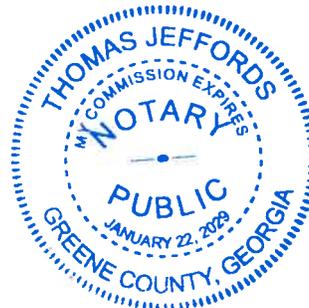
  
Unofficial Witness

  
Notary Public

My commission expires:

1/22/29

[NOTARY SEAL]



UNITED STATES OF AMERICA

STATE OF GEORGIA

GREENE COUNTY DEVELOPMENT AUTHORITY  
TAXABLE REVENUE BOND  
(SHAAN & SURI INVESTMENT, LLC PROJECT)

SERIES 2019

**THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND IT MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED NOR MAY THE EXTENT OF ITS REGISTRATION BE REDUCED, WITHOUT OPINION OF COUNSEL SATISFACTORY TO THE TRUSTEE, THE ISSUER AND THE INITIAL LESSEE OF THE PROJECT REFERRED TO IN THIS BOND TO THE EFFECT THAT SUCH TRANSFER OR CHANGE IN THE EXTENT OF REGISTRATION WILL NOT VIOLATE APPLICABLE SECURITIES LAWS.**

No. R-2 \$5,200,000

Bond Date: May \_\_, 2025 Interest Rate: 4.0%

Maturity Date: December 1, 2030

FOR VALUE RECEIVED, the Greene County Development Authority (the "Issuer"), a public body corporate and politic created and existing under the laws of the State of Georgia, hereby promises to pay to Shiva Shiva Greensboro Tru LLC, or registered assigns, solely from the fund hereinafter described and from no other source, on December 1, 2030, the principal sum of

FIVE MILLION TWO HUNDRED THOUSAND DOLLARS

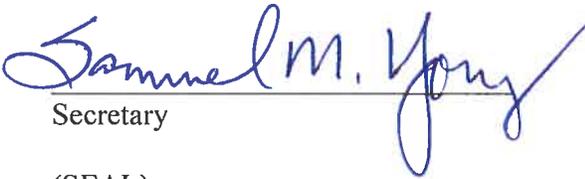
and to pay to the registered owner hereof solely from said special fund, interest hereon at the rate of four percent (4.0%) per annum (calculated on the basis of a 360-day year consisting of twelve 30-day months), from the dated date hereof or from the last Interest Payment Date to which interest has been paid (interest due on any Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the registration books kept by the Registrar on the Record Date), first interest payable on the next succeeding June 1 or December 1 (whichever shall come first) and semiannually thereafter on June 1 and December 1 each year until payment of the

IN WITNESS WHEREOF, the Greene County Development Authority has caused this bond to be executed in its name by the signature of its Chairman, and its corporate seal to be hereunto affixed and attested by the signature of its Secretary, all as of the \_\_\_\_ day of May, 2025.

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Chairman

ATTEST

  
Secretary

(SEAL)



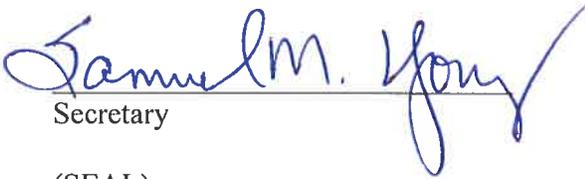
\* \* \* \* \*

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**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Chairman

ATTEST

  
Secretary

(SEAL)



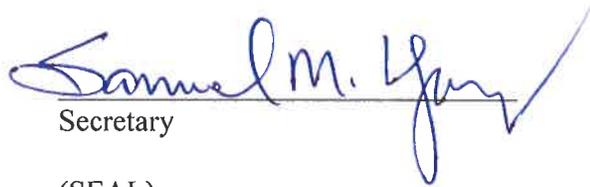
\* \* \* \* \*

IN WITNESS WHEREOF, the Greene County Development Authority has caused this bond to be executed in its name by the signature of its Chairman, and its corporate seal to be hereunto affixed and attested by the signature of its Secretary, all as of the \_\_\_\_ day of May, 2025.

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Chairman

ATTEST

  
Secretary

(SEAL)



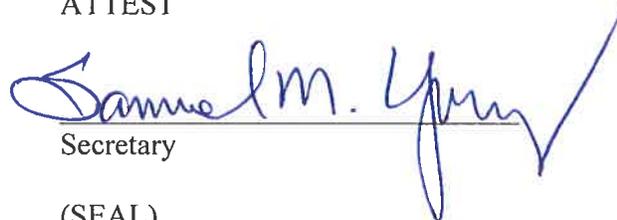
\* \* \* \* \*

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**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Chairman

ATTEST

  
Secretary

(SEAL)



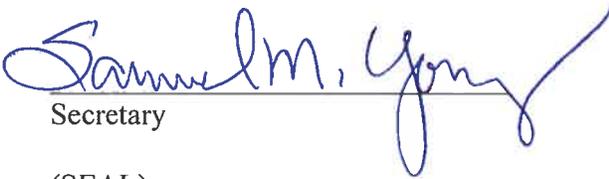
\* \* \* \* \*

IN WITNESS WHEREOF, the Greene County Development Authority has caused this bond to be executed in its name by the signature of its Chairman, and its corporate seal to be hereunto affixed and attested by the signature of its Secretary, all as of the \_\_\_\_ day of May, 2025.

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

By:   
Chairman

ATTEST

  
Secretary

(SEAL)



\* \* \* \* \*

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDER'S USE  
\_\_\_\_\_

After recording, please return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cross Reference: Deed Book 1271 Pages 284-288, Greene County, Georgia records

QUITCLAIM DEED

This QUITCLAIM DEED (the "Deed"), dated as of the date hereof by the hereinafter described Grantee, by and between the Greene County Development Authority (the "Grantor") and Shiva Shiva Greensboro Tru LLC, a Georgia limited liability company which is qualified to do business, validly existing and in good standing under the laws of the State of Georgia, as grantee (the "Grantee") whose mailing address is 1182 Bent Tree Lane, Watkinsville, Georgia 30677:

WITNESSETH:

WHEREAS, the Grantor and Shaan & Suri Investment, LLC (the "Original Grantee") entered into a Lease Agreement, dated as of April 1, 2019 ("Lease Agreement") and the related Memorandum of Lease and Option to Purchase, recorded on June 17, 2019, in Deed Book 1271, Pages 284-288 of the records of the Clerk of Superior Court of Greene County, Georgia; and

WHEREAS, the Original Grantee assigned its rights and interests in the Lease Agreement to Grantee, pursuant to an Assignment, Assumption and Release Agreement, dated as of May \_\_\_\_, 2025, and recorded May \_\_\_\_, 2025; and

WHEREAS, the Grantor and the Grantee, pursuant to the terms of the Lease Agreement, as assigned, have agreed to enter into this Deed; and

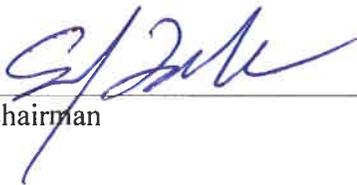
WHEREAS, all capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Lease Agreement; and

WHEREAS, the Grantor desires to assign its right, title and interest in and to the Project to the Grantee and to execute a Quitclaim Deed with respect to all property rights it has in and to the Project;

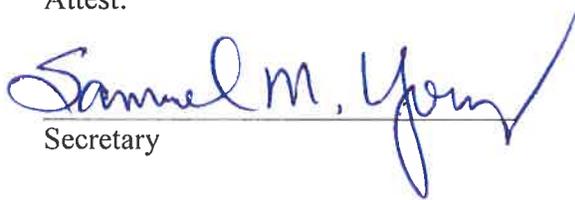
IN WITNESS WHEREOF, the Greene County Development Authority has caused these presents to be executed in its name and its corporate seal to be hereto affixed this \_\_\_\_ day of May, 2025.

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

(CORPORATE SEAL)

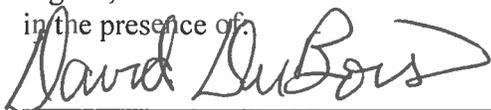
By:   
Chairman

Attest:

  
Secretary

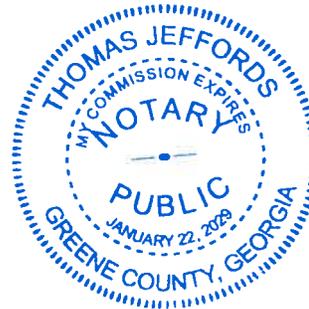


Signed, Sealed and Delivered  
in the presence of:

  
Witness

  
Notary Public  
My Commission Expires: 4/22/29

(NOTARIAL SEAL)



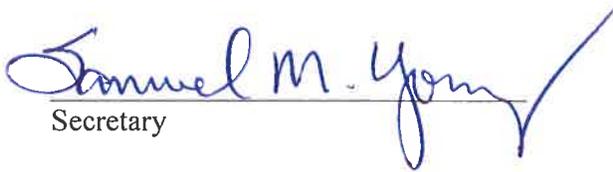
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**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

(CORPORATE SEAL)

By:   
Chairman

Attest:

  
Secretary

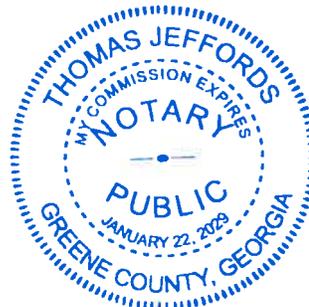


Signed, Sealed and Delivered  
in the presence of:



Witness

  
Notary Public  
My Commission Expires: 1/22/25



(NOTARIAL SEAL)

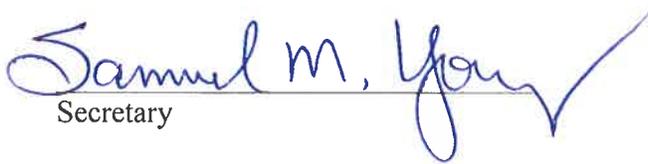
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**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

(CORPORATE SEAL)

By:   
Chairman

Attest:

  
Secretary

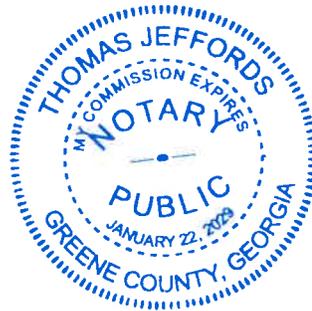


Signed, Sealed and Delivered  
in the presence of:

  
Witness

  
Notary Public  
My Commission Expires: 1/22/26

(NOTARIAL SEAL)



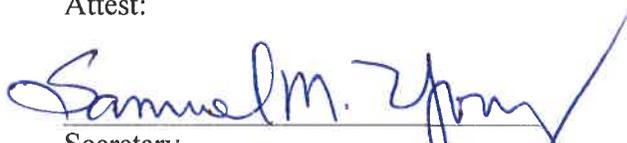
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**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

(CORPORATE SEAL)

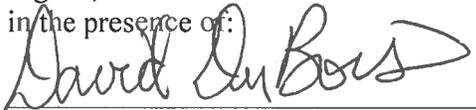
By:   
Chairman

Attest:

  
Secretary

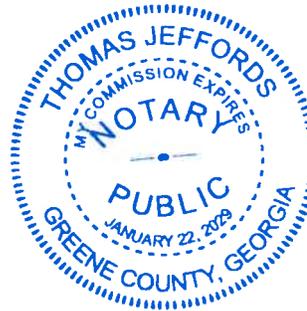


Signed, Sealed and Delivered  
in the presence of:

  
Witness

  
Notary Public  
My Commission Expires: 1/22/26

(NOTARIAL SEAL)



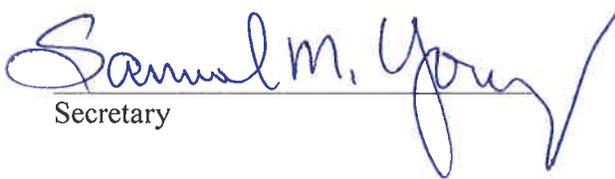
IN WITNESS WHEREOF, the Greene County Development Authority has caused these presents to be executed in its name and its corporate seal to be hereto affixed this \_\_\_\_ day of May, 2025.

**GREENE COUNTY DEVELOPMENT  
AUTHORITY**

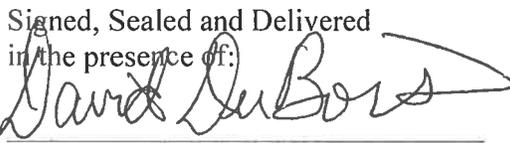
(CORPORATE SEAL)

By:   
Chairman

Attest:

  
Secretary



Signed, Sealed and Delivered  
in the presence of:  
  
Witness

  
Notary Public  
My Commission Expires: 1/22/2020

(NOTARIAL SEAL)

