DEVELOPMENT AGREEMENT
(Cider Grove Mixed-Use Development)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2026 ("Effective Date"), by and between the **Industrial Development Board of the City of White House, Tennessee**, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq*. (the "Board"), and **Shrihare LLC**, a Tennessee limited liability company ("Shrihare").

W I T N E S S E T H:

WHEREAS, the Board has approved an economic impact plan attached hereto as Exhibit A (the "Economic Impact Plan") regarding the development of certain real property located in White House, Tennessee (the "City") near the intersection of U.S. Route 31W and Raymond Hirsch Parkway, more particularly described on the plat thereof recorded in Plat Book 39, Pages 77-78 in the office of the Register of Deeds for Robertson County, Tennessee (the "Property"), and the surrounding area described as the "Plan Area" in the Economic Impact Plan; and

WHEREAS, Shrihare, an Affiliate thereof, or any other permitted assignee thereof (collectively, "Developer") intends to develop the Plan Area as a mixed-use development on the Property that is expected to include approximately 30,300 square feet of retail/commercial space, approximately 8,000 square feet of medical office space, an approximately 10,000 square-foot daycare, and an approximately 12,000 square-foot free-standing emergency room, as well as various residential products totaling approximately 31 units (the or the "Development"). The Development will provide White House with a cohesive community with concentrated commercial, office, and residential uses in direct proximity to one another. The Development described above, excluding the residential units, and related public infrastructure in the Plan Area, is collectively referred to in this Agreement as the "Project." The Project is an eligible "project" within the meaning of Tenn. Code Ann. § 7-53-101(15). A preliminary site plan for the Development is attached hereto as Exhibit B. The Project is expected to serve as a catalyst for additional commercial development in the future in the other areas of the Plan Area, as defined below (the "Future Development"), and such future developments would also constitute eligible "projects" within the meaning of Tenn. Code Ann. § 7-53-101(15); and

WHEREAS, the Project and the Future Development, however, are not feasible without major improvements to U.S. Route 31W and Raymond Hirsch Parkway and significant investment in new infrastructure in the area, including site design and analysis, site preparation, grading, and drainage improvements, and construction of roads, curbs and gutters, sidewalks and pedestrian walkways, lighting, water lines, electrical lines, gas lines, sewer lines, retaining walls, landscaping, parking areas, and other associated public infrastructure. In order to make the Project and the Future Development financially feasible, the City and Robertson County, Tennessee (the "County") have approved, as part of the Economic Impact Plan, a plan for tax increment financing through the Board pursuant to Title 7, Chapter 53 of Tennessee Code Annotated to provide funds to pay a portion of the costs of the improvements that are needed to permit the construction and operation of the Project and the Future Development. The proceeds of the tax increment financing are to be used to pay certain eligible costs, in accordance with Tenn. Code Ann. § 7-53-312 and

Tenn. Code Ann. §§ 9-23-101 *et. seq*. (collectively, the "Tax Increment Act"), relating to the Project and the Future Development; and

WHEREAS, the incremental property tax revenues attributable to the Plan Area that are allocated to the Board pursuant to the Resolution (as herein defined) (the "Tax Increment Revenues") would be used to pay for Eligible Costs (as herein defined) or to repay the debt (principal and interest) or other financing of Eligible Costs, all as more particularly described in the Economic Impact Plan and this Agreement (the "Tax Increment Incentive"); and

WHEREAS, under Tenn. Code Ann. §§ 7-53-101, et seq., and the Economic Impact Plan, the Board is authorized to use the Tax Increment Revenues to pay for, among other things, the following "Eligible Costs": all costs that are (i) incurred in connection with (x) the development of the Project, the Future Development, and public infrastructure in the Plan Area or (y) the Tax Increment Incentive and (ii) permitted under the Tax Increment Act ("Eligible Improvements"). The term "Eligible Costs" includes, without limitation, (i) the costs of designing, constructing, and installing the Planned Improvements (as defined below), (ii) the Transaction Costs (as defined below), and (iii) payment of principal, interest, and other finance charges under any Tax Increment Financing Loan(s). Tenn. Code Ann. § 9-23-108 does not permit the application of incremental tax revenues pursuant to the Economic Impact Plan to pay certain costs relating to privately owned land without first receiving a written determination from the Comptroller of the State of Tennessee (the "State") and the Commissioner of Economic and Community Development of the State that the use of tax increment revenues for such purposes is in the best interest of the State. The Board will not apply any tax increment revenues to pay costs as to which a written determination by the Comptroller of the State and/or the Commissioner of Economic and Community Development of the State is required without first obtaining such written determination; and

WHEREAS, for the purpose of establishing the rights and obligations of the parties with respect to the development of the Plan Area and certain terms related to the Tax Increment Incentive, the parties have entered into this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties, as hereafter set forth in detail, the parties do hereby mutually agree as follows:

1. Definitions. In addition to the terms defined in the recitals above, the following terms have the following meanings when used in this Agreement:

a. "Administrative Fee" means three percent (3%) of the excess of City property taxes over the Total Base Tax Amount attributable to the City property taxes, as defined in the Economic Impact Plan, which shall be payable to the Board as a fee for administering the Tax Increment Incentive.

b. "Affiliate" as to any specific person or entity, a person or entity that directly or indirectly controls, is controlled by, or is under common control with such person or entity.

c. "Allocation Group" has the meaning set forth in Section 4 below.

d. "Allocation Period" means, with respect to each tax parcel within the Plan Area, the twenty-year period of time during which the Tax Increment Revenues from such tax parcel will be allocated to the Board for the Tax Increment Incentive, as more particularly set forth in the Economic Impact Plan.

e. "Bonds" means any bonds or similar debt instruments issued by the Board that are secured by and/or payable with the Tax Increment Revenues.

f. "Bond Documents" means the Bonds and all other documents executed or issued by the Board or Developer in connection with the issuance and offering of the Bonds, including, without limitation, any trust indenture, private placement memorandum, private placement agreement, tax compliance agreement, or similar document.

g. "County" has the meaning set forth in the recitals to this Agreement.

h. "Developer" has the meaning set forth in the recitals to this Agreement.

i. "Developer Representative" means a third-party construction manager, owner's representative, or other third-party representative designated by Developer from time to time.

j. "Economic Impact Plan" has the meaning set forth in the recitals to this Agreement.

k. "Effective Date" has the meaning set forth in the recitals to this Agreement.

l. "Eligible Costs" has the meaning set forth in the recitals to this Agreement.

m. "Eligible Improvements" has the meaning set forth in the recitals to this Agreement.

n. "Excusable Delay" means a delay caused by unusually adverse weather conditions that would not be reasonably accounted for the applicable construction contracts; fire, earthquake, or other acts of God; strikes; lockouts; acts of public enemy; riots or insurrections; epidemics or pandemics; government shutdowns; permitting delays not caused by Developer; or any other unforeseen circumstances or events beyond the control of Developer (except financial circumstances or events or matters that may be resolved by the payment of money), and as to which Developer notifies the Board in writing within thirty (30) days after such occurrence.

o. "Future Development" has the meaning set forth in the recitals to this Agreement.

p. "Payment Request" means a written request by Developer for the payment of Eligible Costs substantially in the form attached hereto as Exhibit E, together with all other documents required under Section 5 below.

q. "Planned Improvements" means the planned improvements for the Project described on Exhibit C attached hereto.

r. "Project Tax Increment Fund" means a separate and special fund established by the Board into which will be deposited all Tax Increment Revenues as received. The Project Tax Increment Fund shall, at Developer's request, be separated into separate sub-funds in connection with any Tax Increment Financing Loan arranged by Developer. For purposes of clarity, Developer and the Board each may pledge their respective rights to certain of such sub-funds as collateral for different Tax Increment Financing Loans and use other unpledged sub-funds for direct payment or reimbursement of Eligible Costs in accordance with this Agreement.

s. "Public Entities" means the City of White House, Robertson County, the State of Tennessee, any political subdivision or agency of any of the foregoing, White House Utility District, and Piedmont Gas, and "Public Entity" means any one of such Public Entities.

t. "Resolution" means, collectively, the Resolution(s) approved by the Board of Mayor and Aldermen of the City of White House, Tennessee and the County Commission of Robertson County, Tennessee approving the Economic Impact Plan.

u. "Site Plan" means the final plan approved by the City for the Project, as the same may be amended by the City from time to time.

v. "Tax Increment Financing Loan Documents" means any loan documents evidencing or securing any Tax Increment Financing Loan (including, without limitation, any Bond Documents), which loan documents must be acceptable to the Board in its reasonable discretion.

w. "Tax Increment Financing Loan" means any loan(s) to, and/or Bonds issued by, the Board hereafter arranged by Developer in connection with the Tax Increment Incentive, which must be acceptable to the Board in its reasonable discretion.

x. "Tax Increment Incentive" has the meaning set forth in the recitals to this Agreement.

y. "Tax Increment Revenues" has the meaning set forth in the recitals to this Agreement.

z. "Total Base Tax Amount" has the meaning set forth in the Economic Impact Plan.

aa. "Transaction Costs" means those certain costs described on the attached Exhibit D together with all out-of-pocket costs incurred by Developer or the Board in connection with closing any Tax Increment Financing Loan.

2. Calculation of Tax Increment Revenues. The Board will combine the tax parcels within each Allocation Group into a single parcel for purposes of calculating and allocating the

Tax Increment Revenues in accordance with the Economic Impact Plan; provided, however, that if any tax parcel in such an Allocation Group is owned or acquired by a tax-exempt entity, such tax parcel shall, to the extent permitted by applicable law, be excluded from such Allocation Group for purposes of allocating Tax Increment Revenues.

3. Pledge of Tax Increment Revenues to Secure Indebtedness. The Board shall pledge the Tax Increment Revenues generated during the Allocation Period to the payment of the Tax Increment Financing Loan(s), if obtained, incurred to finance Eligible Costs in accordance with the terms of the Tax Increment Financing Loan Documents, the Economic Impact Plan and this Agreement.

4. Designation of Allocation Period. Developer may designate, by written notice to the Board, that the allocation of Tax Increment Revenues from any tax parcel or group of tax parcels in the Plan Area begin in any tax year within the ten (10) tax years immediately following the Effective Date (each such designation, an "Allocation Group"). Upon receipt of written designation of an Allocation Group from Developer, the Board shall give notice of such grouping of tax parcels to the City and the County.

5. Disbursement of Tax Increment Revenues to Pay Eligible Costs Directly. The Board hereby agrees to commit the Tax Increment Revenues to the payment of Eligible Costs in accordance with the terms of this Agreement and the Economic Impact Plan. Developer may from time to time request that the Board pay directly or reimburse Developer for Eligible Costs from amounts on deposit in the Project Tax Increment Fund. Developer must make such requests by submitting a Payment Request to the Board via e-mail, with such Payment Request to be certified as true and correct in all material respects by an authorized representative of Developer, together with conditional lien waivers from all contractors and suppliers providing work or materials for the Eligible Improvements (or unconditional final lien waivers from the general contractor for the applicable Eligible Improvements) to be paid (or reimbursed) with the Payment Request. The Board shall, to the extent of available funds then on deposit in the Project Tax Increment Fund, make payment to or at the direction of Developer in accordance with such Payment Request within thirty (30) days of receiving a correct and complete Payment Request along with such lien waivers. The Board shall not be required to fund Payment Requests more than once per month or in an amount less than $25,000.00 as to any single Payment Request (except for the final Payment Request for Eligible Costs for the Eligible Improvements then under construction). If the amount on deposit in the Project Tax Increment Fund and available to pay Eligible Costs (i.e., not pledged to pay any Tax Increment Financing Loan(s)) at the time of any Payment Request is not sufficient to pay all Eligible Costs for all Eligible Improvements then under construction, Developer shall verify to the Board's reasonable satisfaction that Developer has sufficient additional funds (which may include loan proceeds) to pay all such Eligible Costs for all such Eligible Improvements then under construction.

6. Disbursement of Tax Increment Revenues to pay Tax Increment Financing Loan. As of the date of this Agreement, Developer has not obtained a Tax Increment Financing Loan as part of the Tax Increment Incentive. However, Developer may hereafter request that some or all of the Tax Increment Incentive be structured as Tax Increment Financing Loan(s), and the Board shall provide commercially reasonable cooperation to Developer in closing any such Tax Increment Financing Loan(s) pursuant to Tax Increment Financing Loan Documents that are

acceptable to the Board in its reasonable discretion. The Tax Increment Financing Loan Documents must provide that the Tax Increment Financing Loan is nonrecourse to the Board, the City, and the County. The Board shall not be obligated to incur any out-of-pocket cost or expense in connection therewith, and, Developer shall pay all such reasonable out-of-pocket costs or expenses incurred by the Board in connection with any Tax Increment Financing Loan arranged by Developer, including without limitation, reasonable fees for consultants and attorneys of the Board; provided, that such costs or expenses shall be included in Transaction Costs eligible for payment or reimbursement as Eligible Costs. At the request of either Developer or the Board, the parties shall enter into any addendum to (or amended and restated version of) this Agreement reasonably requested by either party to further evidence and memorialize the parties' rights and obligations with respect to any Tax Increment Financing Loan hereafter arranged by Developer as set forth in this Section 6. The Board agrees to use the proceeds of any such Tax Increment Financing Loan to pay Eligible Costs in accordance with this Agreement, as amended, and the Loan Documents for such Tax Increment Financing Loan.

7. Developer Obligations.

a. Developer shall cause to be prepared and, upon request, submit to the Board conceptual plans for all Eligible Improvements that Developer elects to construct. Developer may determine the sequencing and timing of construction of the Eligible Improvements in its sole discretion. Developer shall be responsible for obtaining any required approvals of such plans and specifications from the City or any other required approvals in connection with the Eligible Improvements that Developer elects to construct. Developer shall oversee and manage the construction of the Eligible Improvements. Subject to Excusable Delays, Developer shall commence construction of at least one building of the Development, other than the emergency room, on or before the date that is one (1) year after the Effective Date. As used herein, the term "commence construction" means that Developer has obtained a grading permit required to commence construction of the building and has either: (A) begun, or caused to begin, a continuous program of physical on-site preparation for construction (such as erecting necessary construction fencing), subject to necessary governmental approvals; or (B) entered into binding agreements or contractual obligations to undertake actual construction of a building for the Development within a contracted period of time, which cannot be canceled or modified without substantial economic loss to Developer.

b. Developer will negotiate, execute and deliver any required contracts for the construction of the Eligible Improvements to be constructed, including without limitation any such contracts with Public Entities as to the Eligible Improvements to be constructed by or on behalf of Public Entities. Developer shall provide the Board with copies of any such contracts.

c. Developer shall cause the construction of the Project to be in accordance with good construction industry practice, in a workmanlike manner, and cause the Project to be safe for the general public and to be consistent with the Site Plan.

d. Developer shall cause the Eligible Improvements it elects to construct to be inspected by a Public Entity, if applicable in connection with the submission of Payment Requests.

e. Developer shall pay (or cause to be paid) any Eligible Costs incurred for Eligible Improvements to the extent such Eligible Costs exceed the amount of Tax Increment Loan proceeds or Tax Increment Revenues then on deposit in Project Tax Increment Fund or otherwise then available, subject to Developer's right to be subsequently reimbursed therefor when adequate Tax Increment Revenues or Tax Increment Financing Loan proceeds are otherwise available. Developer shall have no obligation to construct (or cause to be constructed) any Eligible Improvements to the extent that the cost thereof would exceed any available Tax Increment Revenues or proceeds of a Tax Increment Financing Loan.

f. Developer may cause some or all of its obligations under this Agreement to be performed by the Developer Representative, and the reasonable compensation and costs due to the Developer Representative shall be included in Transaction Costs and Eligible Costs.

g. Developer shall provide updates to the Board on the status of the Project as reasonably requested by the Board.

8. Board Obligations.

a. The Board shall create and maintain the Project Tax Increment Fund during the term of the Tax Increment Incentive, as set forth in the Economic Impact Plan, to be kept separate and apart from all other funds of the Board, pursuant to the requirements of Tenn. Code Ann. § 7-53-312 and this Agreement. The Board shall deposit all Tax Increment Revenues into such Project Tax Increment Fund and make disbursements therefrom to or at the direction of Developer in accordance with this Agreement.

b. The Board shall from time to time appoint a member of the Board staff, or other third-party representative designated by the Board from time to time, as the Board's authorized representative for all purposes under this Agreement or otherwise in connection with the Tax Increment Financing, subject to such periodic Board oversight as the Board may require.

c. The Board will receive the Administrative Fee to compensate it for its administrative expenses in connection with administering the Tax Increment Incentive.

9. Future Pledges. The Board covenants and agrees not to pledge the Tax Increment Revenues (other than the Administrative Fee payable to the Board) to the payment of any indebtedness or to apply the Tax Increment Revenues (other than the Administrative Fee payable to the Board) for any purpose other than the payment of Eligible Costs in accordance with this Agreement.

10. Other Tax Increment Financing. The Board represents, warrants, and certifies to Developer that the Board currently does not have outstanding any bonds, notes, or other obligations payable from or secured by Tax Increment Revenues derived from the Plan Area.

11. Waiver of Consequential Damages. In no event shall the parties have the right to recover any consequential, exemplary, incidental or punitive damages as a result of any breach or default under this Agreement.

12. Attorneys' Fees. In the event of any litigation brought by either party to enforce this Agreement, the prevailing party will be entitled to recover its attorney's fees and court costs from the other party, including pre-suit and appellate attorney's fees and costs.

13. Assignment. Developer may not assign or transfer this Agreement or any interest of Developer hereunder, without the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Developer may, without the Board's consent (but with notice to the Board), (i) pledge or collaterally assign this Agreement or all or any portion of Developer's rights under this Agreement as collateral for any Tax Increment Financing Loan(s) and (ii) freely assign this Agreement or all or any portion of Developer's rights under this Agreement to any Affiliate of Developer. The Board may not assign or transfer this Agreement or any interest of the Board hereunder without the prior written consent of Developer.

14. Successors and Assigns. Subject to Section 13 above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties.

15. Notices. Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon the business day following delivery to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or upon the third business day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, or immediately when delivered via electronic mail sent during normal business hours, or immediately when delivered via electronic mail sent during normal business hours, to the address for each party set forth below.

If to Developer to:

Shrihare LLC
1649 Foxland Blvd.
Gallatin, Tennessee 37066
Attention: Dr. Saumil Patel
E-mail: patel.saumil1993@gmail.com

With a copy to:

Bass, Berry & Sims, PLC
100 Peabody Place, Suite 1300
Memphis, Tennessee 38103

Attention: Justin Starling
E-mail: jstarling@bassberry.com

If to the Board to:

Industrial Development Board of the City of White House, Tennessee
[Address]
White House, TN [Zip]
Attention: City Administrator
E-mail: admin@whitehousetn.gov

With a copy to:

Valerie Webb & Associates
3037 Highway 31W, P.O. Box 887
White House, Tennessee 37188
E-mail: vwebb@vwebblaw.com

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices. Notwithstanding the foregoing, Payment Requests may be submitted to the Board via e-mail at the e-mail address above.

16. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee. Venue for any action arising out of this Agreement shall be exclusively in Robertson County, Tennessee.

17. Further Assurances. The parties hereby covenant and agree to perform such other acts and to execute, acknowledge, and deliver such additional documents as may be necessary to effect the provisions of this Agreement in its entirety.

18. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Board and Developer with respect to the Tax Increment Incentive. This Agreement contains the sole and entire agreement between the Board and Developer with respect to the transactions contemplated by this Agreement.

19. Amendment. This Agreement may not be modified or amended in any respect except by written agreement executed by the parties to this Agreement in the same manner as this Agreement is executed.

20. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

21. Captions. All captions, headings and section and paragraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular sections, paragraphs or subparagraphs by number refer to the particular section, paragraph or subparagraph so numbered in this Agreement unless reference to another document or instrument is specifically made.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original and all of which together constitute one and the same Agreement. Delivery of executed copies of signature pages to and/or signatures to this Agreement transmitted by Electronic Transmission (as defined herein) shall have the same effect as physical delivery of the paper document bearing the original signature. As used in this Agreement, the term "Electronic Transmission" means and refers to any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient of the communication and that may be directly reproduced in paper form by such a recipient through an automated process.

23. Inspection Rights. Upon reasonable prior notice, the Board may inspect the Eligible Improvements to assure that the terms of this Agreement are being satisfied by Developer.

24. Term. This Agreement shall be effective as of the date hereof and shall remain in effect until the earlier to occur of (i) the date that is six (6) months after the expiration of the final Allocation Period or (ii) Developer's completion of all Eligible Improvements and final payment of all Eligible Costs in connection therewith and, if applicable, final repayment of any outstanding Tax Increment Financing Loan(s).

25. No Government Limitation. This Agreement between Developer and the Board shall not be construed to bind any other agency or instrumentality of federal, state, or local government in the enforcement of any regulation, code, or law under its jurisdiction.

26. Time of the Essence. Time shall be of the essence in the performance of the terms and conditions of this Agreement.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the Board and Developer have caused this Agreement to be duly executed as of the date first above written.

Industrial Development Board of the City of White House, Tennessee, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq*.

By:_____
Name:_____
Title:_____

ATTEST:

_____
Secretary

Shrihare LLC, a Tennessee limited liability company

By:_____
Name:_____
Title:_____

EXHIBIT A

Economic Impact Plan for Cider Grove Mixed-Use Development

[See attached]

EXHIBIT B

Preliminary Site Plan

[See attached]

EXHIBIT C

Planned Improvements

The following improvements in the Plan Area and surrounding area:

a) Demolition, clearing, grading, excavation, and erosion control
b) Soil remediation
c) Existing infrastructure demo and construction or reconstruction of public infrastructure, including, without limitation the public infrastructure described below
d) Widening Highway 31W per TDOT standards and requirements with new sidewalks
e) Widening Raymond Hirsch Parkway per TDOT standards and requirements with new sidewalks
f) Upgrading storm structures during state road improvements off-site
g) Installing a new large-sized dual variable pump station with a 6-inch force main connecting to Highway 76 via boring
h) Utility connections and relocation, installation, replacement and placement to public or private utilities
i) Equipment located on a project site that constitutes public infrastructure
j) Architects and engineering costs for the design of any improvements to a project site
k) Access drives on a project site, including installing 1 new driveway to connect to Hwy 31W and 3 new driveways on Raymond Hirsch Pkwy per TDOT requirements, with deceleration lanes where required
l) Landscaping, irrigation, fencing, and street furnishings for a project site
m) Stormwater facilities (including water drainage and flood control) on a project site
n) Water system infrastructure and water features
o) Public sewer infrastructure and improvements
p) Electrical system
q) Natural gas
r) Curbs, grates, gutters, medians, speed bumps and traffic calming devices
s) Pedestrian crosswalks, sidewalks and pedestrian safety features
t) Bike lanes and bike racks
u) Traffic signals, wayfinding, and district branding signs
v) Street lights and other safety lighting
w) Street signs
x) Street trees and site preparation
y) Parking lots
z) Public common areas
aa) Acquisition of land for public infrastructure
bb) Security enhancements
cc) Interest payments by Shrihare on loan proceeds from Shrihare's existing financing that are used to pay for public infrastructure
dd) Permits and permit fees, utility connection fees, legal, insurance, consulting, construction management fees and architectural, civil engineering, traffic engineering, landscape

architecture consulting fees for specific planning, design and construction services reasonably required to accomplish any of the foregoing

As used above, "public infrastructure" has the meaning given to such term in Tenn. Code Ann. § 9-23-102.

EXHIBIT D

Transaction Costs

1. All attorney's fees and expenses incurred by the Board and Developer related to the negotiation and delivery of the Agreement, the Economic Impact Plan, or any Tax Increment Financing Loan.

2. Subject to the limit on the Administrative Fee set forth in this Agreement, all other attorney's fees and expenses incurred by the Board and related to the Project.

3. Subject to the limit on the Administrative Fee set forth in this Agreement, all fees and expenses incurred by the Board associated with providing information required by the City and the County to identify and transfer the Tax Increment Revenues.

4. All out-of-pocket fees and expenses for attorneys, accountants, appraisers, surveyors, environmental consultants, engineers, and other professional advisors incurred by Developer in connection with the Project, the Tax Increment Incentive, and the negotiation and execution of this Agreement.

EXHIBIT E

Form of Payment Request
PAYMENT REQUEST

To: Industrial Development Board of the City of White House, Tennessee
[Address]
White House, TN [Zip]
Attention: [_____]
E-mail: [_____]

Re: Development Agreement dated _____, 2026, between Shrihare LLC, a Tennessee limited liability company ("Developer"), and the Industrial Development Board of the City of White House, Tennessee, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, *et. seq*. (the "Board")

Pursuant to Section 5 of the Development Agreement, please disburse the sum of $_____ from the Project Tax Increment Fund. In connection with such disbursement, the undersigned hereby certifies as follows:

(a) All amounts disbursed will be applied to the payment of or the reimbursement to Developer for Eligible Costs (including, without limitation, Transaction Costs), and the Eligible Improvements to which such Eligible Costs relate (if applicable) have been completed in material compliance with the plans and specifications previously provided to the Board, to the extent applicable under the Development Agreement.

(b) With the delivery of this Payment Request, all requirements for this disbursement under Section 5 of the Development Agreement have been satisfied.

(c) Attached to this Payment Request are copies of the paid invoices that are being requested to be reimbursed pursuant to this Payment Request, as well as conditional lien waivers from all contractors and suppliers providing work or materials for the Eligible Improvements (or unconditional final lien waivers from the general contractor for the applicable Eligible Improvements) to be paid (or reimbursed) with this Payment Request.

Developer or the Developer Representative has entered into all development agreements with the City of White House or an agency thereof necessary for the construction of the Eligible Improvements to which this Payment Request relates. As of the date of this Payment Request, there are no defaults on the part of Developer or the Developer Representative under any such development agreements.

Please disburse all such amounts to the parties in the manner described on Exhibit A attached hereto.

All capitalized terms used herein and not otherwise defined have the respective meanings given to such terms in the Development Agreement.

Dated as of _____, 2026.

Signature on the following page.

Shrihare LLC, a Tennessee limited liability company

By:_____
Name:_____
Title:_____

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