

COGNOVIT PROMISSORY NOTE

This COGNOVIT PROMISSORY NOTE (this "Note") dated effective as of the Effective Date (as defined herein), by and between **MAKER** (as defined herein) and **HOLDER** (as defined herein).

FOR VALUE RECEIVED, Maker promises to pay to the order of Holder, at Holder's address, or at such other place as Holder may designate, the sum more particularly defined under Section 1 of this Note (the "Principal Sum"), together with interest on the Principal Sum from date of this agreement by Holder and with all other charges herein provided, payable in cash, at the rates and in the manner set forth under this agreement.

1. DEFINITIONS. The following terms whenever used in this Note shall have the following meanings:

"Agreed Rate of Interest" shall mean an interest rate equal to **thirteen percent (13.00%)** per annum compounded on the first day of each calendar month.

"Guarantors" shall mean RAJNARAYANAN SUNDARAMAN, Sole Member of **LOTUS CONSTRUCTION GROUP LLC**, an Ohio limited liability company, and **RAJNARAYANAN SUNDARAMAN**, individually.

"Maker" shall mean **LOTUS CONSTRUCTION GROUP LLC**, an Ohio limited liability company, whose address is 4599 Stonehill St, Hilliard, OH, 43026.

"Maturity Date" shall mean August 31, 2025.

"Principal Sum" shall mean **ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$196,500.00)**.

"Default Rate of Interest" shall mean an interest rate equal to **eighteen percent (18.00%)** per annum compounded on the first day of each calendar month.

"Effective Date" shall mean the date upon which this Note is fully-executed by Maker and all Guarantors, as applicable.

"Event of Default" shall have the meaning set forth in Section 5 of this Note.

"Guaranty" shall mean collectively the Unconditional Guaranty of Payment and Performance, executed of even date herewith, made by each of the Guarantors to Holder to guarantee payment and performance in accordance with the terms and conditions of the Loan Documents.

"Holder" shall mean **RED OAK VENTURES, LLC**, an Ohio limited liability company, whose address is 581 Country Club Road, Suite D, Newark, OH 43055, email: tyler@roventuresllc.com.

"Indebtedness" shall mean the Principal Sum, accrued interest and every sum payable to Holder by Maker in accordance with the terms and conditions of the Loan Documents.

"Loan Agreement" shall mean that certain Loan Agreement, executed contemporaneously and of even date herewith, by and between, Maker and Holder pursuant to which the principal sum of this Note is to be disbursed.

"Loan Documents" shall mean collectively the Loan Agreement, Note, Mortgage, Guaranty and any other instrument, document, certificate or affidavit heretofore, now or hereafter given by Maker evidencing or securing or by any of the Guarantors guaranteeing all or any part of the foregoing.

"Mortgage" shall mean that certain Open-End Mortgage, Assignment of Rents and Security Agreement executed of even date herewith, made by Maker to Holder to secure payment and performance by Maker of the Loan Documents.

"Note" shall mean this agreement and any and all renewals, amendments, modifications, reductions and extensions hereof and substitutions therefor.

"Principal Sum" shall mean that aggregate amount money that may be advanced by Holder to Maker pursuant to the Loan Agreement.

"Property" shall mean the real property described under the Mortgage.

2. INTEREST ONLY PAYMENTS.

- (a) The Principal Sum shall bear interest at the Agreed Rate of Interest.
- (b) Interest shall be due and payable monthly commencing on the date this Note is executed and continuing on the last day of each calendar month thereafter until the Maturity Date, at which time the entire Principal Sum and accrued interest shall be paid in full. Monthly interest shall be calculated as the product of the Principal Sum multiplied by the Agreed Rate of Interest divided by twelve (any prepayment of all or part of the Principal Sum thereby reducing the outstanding principal balance shall have no effect on the interest payable each month).
- (c) Unless sooner paid or declared due and payable in accordance with the terms and conditions of this Note, the Indebtedness shall be due and payable in full on the Maturity Date.
- (d) Holder may apply and allocate any payment against any portion of the Indebtedness then due as Holder, in its sole discretion, may elect.

3. LATE CHARGES. If any payment of principal or interest or both is not paid in full on or before the last day of the calendar month in which it is due, then, in addition to the amount of said payment, Holder may, in its sole and absolute discretion, add a late charge for each such payment in the amount of five percent (5%) of such payment, which Maker agrees is a fair and reasonable charge for costs incurred by Holder in processing such late payment and is not a penalty.

4. PREPAYMENT. Maker shall have the right to prepay the Principal Sum and accrued interest, in whole or in part, from time to time, without premium or penalty. Any partial prepayment shall be applied first against accrued interest and then against the Principal Sum. Any prepayment shall not be re-advanced. Partial prepayments shall not postpone regular payments of interest. Maker's obligation to repay the Principal Sum shall not include those sums of money that were not advanced by Holder, pursuant to the Loan Agreement.

5. EVENT OF DEFAULT. Upon the occurrence of any Event of Default (as defined hereunder), the entire Indebtedness shall thereupon bear interest at the Default Rate of Interest, and at the option of Holder, all the Indebtedness together with interest thereon at the Default Rate of Interest shall immediately become due and payable, without regard to the Maturity Date, without demand made therefor, and without notice to any person, notice of the exercise of said

option being hereby expressly waived, and Holder shall have all remedies of a secured party under law and equity to enforce the payment of all of the Indebtedness, time being of the essence in this Note. The Default Rate of Interest shall be charged to Maker upon the occurrence of any Event of Default notwithstanding any invoices or billing statements sent by Holder to Maker indicating an interest rate to the contrary. In addition, any waiver of Holder's right to charge the Default Rate of Interest or to declare the Indebtedness immediately due and payable must be made in writing and cannot be waived by oral representation or the submission to Maker of monthly billing statements. The term "Event of Default" shall mean any of the following:

- (a) A failure by Maker to make any payment of interest and principal when due pursuant to the terms of this Note;
- (b) Any representation or warranty made by Maker or any of the Guarantors to Holder in any of the Loan Documents, any financial statement or any other writing delivered to Holder in connection with the Indebtedness is false or misleading in any material respect;
- (c) Maker or any of the Guarantors shall not pay debts as they become due or shall admit in writing inability to pay debts or shall make a general assignment for the benefit of creditors;
- (d) Maker or any of the Guarantors shall transfer assets to others for less than fair value or in other than the ordinary course of business, without Holders' prior written consent;
- (e) Maker or any of the Guarantors shall commence any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of Maker or any of the Guarantors or any debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors or seeking an appointment of a receiver, trustee, custodian, conservator, liquidator, or other similar official for Maker, any of the Guarantors, all or any of the Mortgaged Property, or any other property of Maker or of any of the Guarantors;
- (f) Any case, proceeding or other action is commenced against Maker or any of the Guarantors seeking to have an order for relief entered against Maker or any of the Guarantors, as debtor, or seeking a reorganization, arrangement, adjustment, liquidation, dissolution or composition of Maker or any of the Guarantors or any debts, under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking an appointment of a receiver, trustee, custodian, conservator, liquidator, or other similar official for Maker, any of the Guarantors, all or any of the Mortgaged Property, or any other property of Maker or of any of the Guarantors, and such case, proceeding or other action (i) results in the entry of an order for relief against Maker or any of the Guarantors or (ii) remains un-dismissed for a period of sixty (60) days;
- (g) Maker or any of the Guarantors shall have concealed, removed, or permitted to be concealed or removed property, with intent to hinder, delay or defraud creditors, or shall have made or suffered a transfer of property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law, or shall have made or suffered a transfer of property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid, or shall have suffered or permitted, while insolvent, any creditor to obtain a lien upon any property through legal proceedings which are not vacated within sixty (60) days from the date thereof;
- (h) An occurrence of any event or condition which results in an uncured default in the payment of any other indebtedness or the performance of any other obligation of Maker or any of the Guarantors to Holder;

- (i) The liquidation, termination or dissolution of Maker or any of the Guarantors;
- (j) At Holders' option, death of or appointment of a guardian for any of the individual Guarantors, unless within thirty (30) days after such death or appointment Maker shall have provided a substitute guarantor or additional security acceptable to Holder;
- (k) A reasonable determination by Holder that the condition of the Property has deteriorated to the degree that Holders' security has been materially impaired or that the Property, or any portion thereof, has been abandoned without the written consent of Holder;
- (l) The filing of a mechanic's or materialman's lien upon the Property, which lien is not discharged, bonded off or insured over within fifteen (15) days after such filing;
- (m) The sale, assignment, transfer or other conveyance of shares or of interests, whether in Maker or in others, the effect of which is to sell, assign, transfer or otherwise convey any legal, equitable or beneficial interest in Maker or in the Property or to cause a change in the control of Maker, or any mortgage, pledge or other encumbrance of such shares or interests, such that a sale, assignment, transfer or other conveyance pursuant to such mortgage, pledge or other encumbrance would result in a violation of the prohibition against sale, assignment, transfer or conveyance, aforesaid;
- (n) The occurrence of any event of default, acceleration, or commencement of foreclosure under any other mortgage, lien or encumbrance on the Property, prior or subordinate to the lien of the Mortgage;
- (o) The entry of any judgment or lien against Maker or any of the Guarantors by or in favor of any third person; or
- (p) A failure by Maker to comply with any of the other terms, conditions or covenants specified herein or in any other of the Loan Documents.

6. MISCELLANEOUS.

- (a) The failure of Holder to exercise any option herein provided upon the occurrence of any Event of Default shall not constitute a waiver of the right to exercise such option in the event of any continuing or subsequent Event of Default. Maker hereby agrees that the maturity of all or any part of the Indebtedness may be postponed or extended and that any covenants and conditions contained in this Note or in any of the other Loan Documents may be waived or modified without prejudice to the liability of Maker on this Note or other Loan Documents.
- (b) When this Note becomes due, by acceleration or otherwise, Holder may, at its option, demand, sue for, collect, or make any compromise or settlement it deems desirable with reference to property held as security therefor. Holder shall not be bound to take any steps necessary to preserve any rights in the Property held as security therefor against prior parties, which Maker hereby assumes to do. The provisions hereof shall apply and be controlling as to all property which may at any time be security therefor.
- (c) Presentment for payment, notice of dishonor, protest, notice of protest and diligence in bringing suit against any party hereto are hereby waived by Maker.
- (d) The obligations evidenced or created by this Note, as well as all waivers of rights by Maker contained herein shall effectively bind and be the obligations and waivers of any and all others

who may at any time become liable for the payment of all or any part of this Note, including, without limitation, all endorsers and guarantors.

(e) If any provision or any part of any provision, contained in this Note shall for any reason be held or deemed to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, or remaining part of the affected provision, of this Note, and this Note shall be construed as if such invalid, illegal or unenforceable provision, or part thereof, had never been contained herein and the remaining provisions of this Note shall remain in full force and effect.

(f) Maker hereby authorizes any attorney-at-law to appear in any court of record in the State of Ohio or in any other state or territory of the United States at any time after this Note becomes due, whether by acceleration or otherwise, to waive the issuing and service of process, and to confess judgment against Maker in favor of Holder for the amount due together with interest, expenses, the costs of suit and reasonable counsel fees, and thereupon to release and waive all errors, rights of appeal and stays of execution. Such authority shall not be exhausted by one exercise, but judgment may be confessed from time to time as any sums and/or costs, expenses or reasonable counsel fees shall be due, by filing an original or a photostatic copy of this Note. Maker waives any right to move any court for an order having any attorney or firm representing Holder removed or disqualified as counsel for Holder as a result of such attorney or firm confessing judgment against Maker in accordance with this paragraph. Maker hereby expressly waives any conflicts of interest that may now or hereafter exist as a result of any attorney representing Holder confessing judgment against Maker and expressly consents to any attorney representing Holder or to any other attorney to confess judgment against Maker in accordance with this paragraph. Maker further consents and agrees that Holder may pay any attorney confessing judgment against Maker in accordance with this paragraph a reasonable fee for confessing judgment and that any fees so paid may be included in the amount of such judgment.

(g) Maker hereby agrees to pay to Holder all costs of collecting and securing, and of attempting to collect and to secure this Note, and all costs of foreclosing the Mortgage, including, without limitation, reasonable attorneys' fees, appraisers' fees, court costs, notice charges and title insurance charges, whether such attempt be made by suit, in bankruptcy, or otherwise, and said costs and any other sums due Holder by virtue of the Loan Documents may be included in any judgment or decree rendered.

(h) Any notice required or permitted to be given hereunder shall be in writing. If mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, then such notice shall be effective upon its deposit in the mails. Notice given in any other manner (including, without limitation, by electronic mail) shall be effective only if and when received by the addressee. For purposes of notice, the addresses of Maker and Holder shall be as set forth above; provided however, that either party shall have the right to change such party's address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' written notice to the other party.

(i) The Note is to be governed by and construed in accordance with the laws of the State of Ohio.

(j) If this Note is executed by more than one person or entity, all representations, warranties, obligations and covenants made by the Maker hereunder shall be deemed to have been made

by each of such persons and entities and the obligations and duties of such parties hereunder shall be deemed to be joint and several in all respects.

HOLDER, BY ACCEPTANCE OF THIS NOTE, AND MAKER HEREBY MUTUALLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVE FOR THE BENEFIT OF THE OTHER ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE LOAN DOCUMENTS, THE TRANSACTIONS RELATED THERETO OR THE RELATIONSHIP ESTABLISHED THEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT TO HOLDER AND MAKER TO ENTER INTO THIS TRANSACTION. IT SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY HOLDER'S ABILITY TO PURSUE ITS REMEDIES INCLUDING, BUT NOT LIMITED TO, ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN THE LOAN DOCUMENTS.

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WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS/HER PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

MAKER:

LOTUS CONSTRUCTION GROUP LLC,
an Ohio limited liability company

S. Chidambaram, MEMBER

By: RAJNARAYANAN SUNDARAMAN
Its: SOLE MEMBER

Executed as of this 20th day of September, 2024.

GUARANTOR:

S. Chidambaram
RAJNARAYANAN SUNDARAMAN, Individually

Executed as of this 20th day of September, 2024.

UNCONDITIONAL GUARANTY OF PAYMENT AND PERFORMANCE

This UNCONDITIONAL GUARANTY OF PAYMENT AND PERFORMANCE (this "Guaranty") dated effective as of the date the undersigned has executed this Guaranty, and for the purpose of inducing Lender (as defined herein) to make a loan to Borrower (as defined herein) the undersigned Guarantor (as defined herein) agrees for the benefit of Lender as follows:

1. Definitions.

"Borrower" shall mean **LOTUS CONSTRUCTION GROUP LLC**, an Ohio limited liability company, whose address is 4599 Stonehill St, Hilliard, OH, 43026.

"Guarantor" shall mean **RAJNARAYANAN SUNDARAMAN**, individually.

"Note" shall mean that certain Cognovit Promissory Note, executed of even date herewith, made by Borrower to Lender, in the principal amount of **ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$196,500.00)**.

"Lender" shall mean RED OAK VENTURES, an Ohio limited liability company, whose address is 581 Country Club Road, Suite D, Newark, OH 43055, email: tyler@roventures.com

2. Guarantor unconditionally and absolutely guarantees to Lender the full and prompt payment, whether at stated or accelerated maturity or otherwise, of any and all principal, interest, damages, losses, costs, charges, expenses and liabilities, whether fixed or contingent (collectively, the "Indebtedness") and the complete, faithful and punctual performance of any and all other obligations (collectively, the "Obligations") of Borrower to Lender under the terms and conditions of (a) that certain Loan Agreement, executed of even date herewith, by and between Borrower and Lender ("Loan Agreement") pertaining to such loan, (b) the Note, and any and all renewals, amendments, modifications, reductions and extensions thereof and substitutions therefor (collectively, the "Note") evidencing such loan; (c) that certain Open-End Mortgage, Assignment of Rents, and Security Agreement, executed of even date herewith, granted by Borrower to Lender (the "Mortgage") securing such loan; and (d) any other instrument, document, certificate or affidavit heretofore, now or hereafter given by Borrower evidencing or securing all or any part of the foregoing (the same, together with the Loan Agreement, Note and Mortgage, collectively the "Loan Documents").

3. Guarantor agrees that if any of the Indebtedness shall not be paid or any of the Obligations shall not be performed by Borrower in accordance with the terms and conditions of the Loan Documents, Guarantor shall immediately so pay such Indebtedness and so perform such Obligations and the same shall become the direct and primary indebtedness and obligation of Guarantor. Guarantor shall be liable for the payment of the Indebtedness and the performance of the Obligations as fully and to the same effect as if Guarantor was the maker or principal obligor under the Loan Documents.

4. The liability of Guarantor hereunder is independent of the Indebtedness and Obligations of Borrower and a separate action or actions may be brought and prosecuted against Guarantor, regardless of whether any action is brought against Borrower or whether Borrower be joined in any such action or actions. There shall be no duty or obligation of Lender to exhaust any remedy in law or in equity against Borrower or any security before bringing suit or instituting proceedings of any kind against Guarantor.

5. The liability of Guarantor hereunder is joint and several with all others guaranteeing payment of the Indebtedness and performance of the Obligations (the "Other Guarantors") and Guarantor may be sued, without first, contemporaneously or subsequently, suing any or all of the Other Guarantors. Further, Lender may compromise with any or all of the Other Guarantors for less than all of the liability of Guarantor hereunder and release any or all of the Other Guarantors from all further liability, without impairing the right of Lender to enforce the liability hereunder of the Guarantor.

6. Guarantor represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the liability of Guarantor hereunder or the immediate effectiveness of this Guaranty.

7. The liability of Guarantor hereunder shall continue until full payment of the Indebtedness and full performance of the Obligations, it being the intention hereof that Guarantor shall remain liable for the payment of the Indebtedness and for the performance of the Obligations, notwithstanding any act, omission or event which might, but for the provisions hereof, otherwise operate as a legal or equitable discharge of Guarantor. Without limiting the generality of the foregoing, the liability of Guarantor hereunder shall not be affected or impaired on account of the following events:

(a) any execution of any guaranty by any of the Other Guarantors, whether now or hereafter, or any invalidity or unenforceability of any such guaranty;

(b) any impairment, modification, release, discharge or limitation of liability of Borrower or any of the Other Guarantors, or any stay of lien enforcement proceedings against any of the same or their respective property, resulting from any receivership, insolvency, bankruptcy, dissolution, merger, reorganization or other similar proceeding, under any present or future provision of the United States Bankruptcy Code or any other similar federal or state law or under the decision of any court;

(c) any voluntary or involuntary liquidation, sale or other disposition of all or substantially all of the assets of Borrower;

(d) any determination that Borrower is not liable for the payment of the Indebtedness or the performance of the Obligations because the act creating the Indebtedness or Obligations is ultra vires, because the officers or persons creating the Indebtedness or Obligations acted in excess of their authority, because of any exculpatory provision in the Loan Documents, because of any federal or state law or decision of any court, because of any illegality, irregularity, invalidity or unenforceability, in whole or in part, of the Loan Documents, or otherwise; or

(e) any failure of Lender to accelerate the maturity of the Indebtedness or the Obligations upon default thereon, to preserve the liability of any person for payment of the Indebtedness or performance of the Obligations, to take security therefor, to perfect its interest in any security taken or to exercise or enforce, by legal proceedings or otherwise, its rights against Borrower, any other person or any security taken;

whether or not Guarantor shall have any notice or knowledge of any of the foregoing. Further, no delay in exercising any right, power or privilege under this Guaranty or the Loan Documents shall operate as a waiver of such right, power or privilege.

8. Guarantor authorizes Lender to deal in any manner with the Indebtedness and the Obligations and with the security of every kind and character given to secure the payment and performance thereof, provided that the principal portion of the Indebtedness shall not be increased above the amount aforesaid without the written consent of Guarantor, and consents to each action or omission of Lender pursuant to such authority. Without limiting the generality of the foregoing, Guarantor authorizes Lender, from time to time and whether one or more times, to amend, modify or supplement any or all of the Loan Documents; accept one or more replacement promissory notes; extend the time of payment or maturity of or renew the Indebtedness or the Obligations; waive or compromise any term or condition contained in the Loan Documents or any right, remedy or power thereunder, including without limitation, any condition precedent to loan advances or any right with respect to requiring additional security; accept additional or replacement security; or release or surrender security.

9. The liability of Guarantor hereunder and the rights of Lender hereunder shall be reinstated and revived with respect to any amount at any time paid against the Indebtedness that thereafter is required to be restored or returned by Lender as a result of insolvency, bankruptcy, reorganization or other similar proceedings affecting Borrower, Guarantor, any of the Other Guarantors or any other person, or any of the assets of the same, or as a result of any other fact or circumstance, all as though such amount had not been paid.

10. Guarantor waives:

(a) notice of acceptance of this Guaranty by Lender, of loan advances by Lender and of presentment for payment, nonpayment or dishonor or protest of any of the Indebtedness, or any of the indebtedness of any person or entity held by Lender as security for the Indebtedness or the Obligations;

(b) any and all defenses, offsets and/or counterclaims of Borrower to liability under the Loan Documents or of Guarantor under this Guaranty, whether now existing or hereafter arising, it being understood and agreed that the guarantee of Guarantor hereunder is absolute and unconditional under any and all circumstances;

(c) any duty on the part of Lender to disclose to Guarantor any fact or facts it may now or hereafter know about Borrower, regardless of whether Lender has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume, has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible for being and remaining informed of the financial condition of Borrower and of all circumstances bearing on the risk of nonpayment of the Indebtedness or nonperformance of the Obligations; and

(d) any and all rights of subrogation, contribution, reimbursement, indemnity, exoneration, implied contract, recourse to security or any other claim, including without limitation, any claim, as that term is defined in the United States Bankruptcy Code and any amendments, which Guarantor may now have or later acquire against Borrower, against any other entity directly or contingently liable for the payment of the Indebtedness or performance of the Obligations or against the security for the Indebtedness or the Obligations, arising from the existence or payment of the Indebtedness or existence or performance of the Obligations under this Guaranty.

11. Whether or not due Lender from Borrower, Guarantor agrees to pay to Lender all damages, losses, costs, charges, expenses and liabilities of every kind, nature and description suffered or incurred by Lender, including without limitation attorneys' fees, arising in any manner out of, growing out of or connected in any way with the enforcement of the Loan Documents or the protection of any security created thereby, including the priority thereof, or the enforcement of this Guaranty.

12. Guarantor subordinates any and all indebtedness of Borrower, now or hereafter owed to Guarantor to the Indebtedness and agrees that Guarantor shall not demand or accept any payment of principal or interest from Borrower, shall not claim any offset or other reduction of Guarantor's liability hereunder because of any such indebtedness and shall not take any action to obtain any of the security for the Indebtedness or the Obligations.

13. Guarantor warrants and represents to Lender that all financial statements heretofore delivered by Guarantor to Lender are true and correct and that there have been no material adverse changes as of the date hereof. Guarantor shall deliver to Lender then current balance sheets, income and expense statements and such other financial information as Lender may require, within ninety (90) days after the end of each fiscal year of such Guarantor and when otherwise requested by Lender, and tax returns, within thirty (30) days after the last date that the same can be filed without imposition of a penalty for late filing. All financial statements shall be prepared in accordance with generally accepted accounting principles or otherwise in form and substance acceptable to Lender. Lender reserves the right to require audited or certified financial information by a certified public accountant, acceptable to Lender, but not more often than annually.

14. Guarantor shall not transfer assets to others for less than fair value or in other than the ordinary course of business, without Lender's prior written consent.

15. Any notice required or permitted to be given hereunder shall be in writing. If mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, then such notice shall be effective upon its deposit in the mails. Notice given in any other manner (including, without limitation, by electronic mail) shall be effective only if and when received by the addressee. For purposes of notice, the addresses of Guarantor and Lender shall be as set forth in Section 1; provided however, that either party shall have the right to change such party's address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' written notice to the other party.

16. All rights and remedies of Lender are cumulative and not alternative. If any provision or any part of any provision contained in this Guaranty shall for any reason be held or deemed to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remaining part of the affected provision of this Guaranty, and this Guaranty shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, and the remaining provisions of this Guaranty shall remain in full force and effect.

17. Guarantor agrees that this Guaranty shall inure to the benefit of and may be enforced by Lender or its endorsees, transferees, successors and assigns, and shall be binding upon and enforceable against Guarantor and Guarantor's legal representatives, heirs, successors and assigns. This Guaranty may be assigned by Lender in whole or in part.

18. This Guaranty is executed and delivered by Guarantor and is to be governed by and construed in accordance with the laws of the State of Ohio.

19. This is the entire agreement and there are no other oral or written agreements or understandings affecting the terms hereof. This Guaranty may be modified only by subsequent written agreement executed by Guarantor and Lender.

20. Guarantor authorizes any attorney-at-law to appear in any court of record in the State of Ohio or in any other state or territory of the United States at any time after this Guaranty or the payment of the Indebtedness or the performance of the Obligations becomes due, whether at stated maturity, accelerated maturity or otherwise, to waive the issuing and service of process and to confess judgment against Guarantor in favor of Lender for the amount due, together with interest, expenses, the costs of suit and reasonable counsel fees, and thereupon to release and waive all errors, rights of appeal and stays of execution. Such authority shall not be exhausted by one exercise, but judgment may be confessed from time to time as any sums and/or costs, expenses or reasonable counsel fees shall be due, by filing an original or a photostatic copy of this Guaranty. Guarantor waives any right to move any court for an order having any attorney or firm representing Lender removed or disqualified as counsel for Lender as a result of such attorney or firm confessing judgment against Guarantor in accordance with this paragraph. Guarantor hereby expressly waives any conflicts of interest that may now or hereafter exist as a result of any attorney representing Lender confessing judgment against Guarantor and expressly consents to any attorney representing Lender or to any other attorney to confess judgment against Guarantor in accordance with this paragraph. Guarantor further consents and agrees that Lender may pay any attorney confessing judgment against Guarantor in accordance with this paragraph a reasonable fee for confessing judgment and that any fees so paid may be included in the amount of such judgment.

LENDER, BY ACCEPTANCE OF THIS GUARANTY, AND GUARANTOR HEREBY MUTUALLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVE FOR THE BENEFIT OF THE OTHER ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THIS GUARANTY OR THE LOAN DOCUMENTS, THE TRANSACTIONS RELATED THERETO OR THE RELATIONSHIP ESTABLISHED THEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER AND GUARANTOR TO ENTER INTO THIS TRANSACTION. IT SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY LENDER'S ABILITY TO PURSUE ITS REMEDIES INCLUDING, BUT NOT LIMITED TO, ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN THIS GUARANTY OR THE LOAN DOCUMENTS.

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GUARANTOR:



RAJNARAYANAN SUNDARAMAN

Executed as of this 20th day of September, 2024.

STATE OF OHIO
COUNTY OF Franklin, ss.

The foregoing instrument was acknowledged before me, a Notary Public for and in said State and County, this 20th day of September, 2024, by RAJNARAYANAN SUNDARAMAN. This is an acknowledgement certificate - no oath or affirmation was administered to the signer with regards to the notarial act.



NOTARY PUBLIC

(SEAL)



JACOB ADAMS
Notary Public
State of Ohio
My Comm. Expires
June 26, 2027

RECORDABLE DOCUMENTS

- d. OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
(the "Mortgage")
- e. NOTICE OF COMMENCEMENT (the "NOC")

IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO

RED OAK VENTURES, LLC	:	
581 Country Club Drive, Suite D	:	
Newark, Ohio 43055,	:	
	:	
Plaintiff,	:	
	:	
-vs-	:	Case No. _____
	:	
LOTUS CONSTRUCTION	:	Judge _____
GROUP, LLC	:	
	:	
c/o 4599 Stonehill Street	:	
Hilliard, Ohio 43026,	:	
	:	
and	:	
	:	
c/o RAJNARAYANAN	:	
SUNDARAMAN	:	
aka RAJNARAYANAN	:	
SUNDARARAMAN, Statutory	:	
Agent and Manager/Sole Member	:	
4599 Stonehill Street	:	
Hilliard, Ohio 43026,	:	
	:	
and	:	
	:	
RAJNARAYANAN SUNDARAMAN	:	
aka RAJNARAYANAN	:	
SUNDARARAMAN	:	
4599 Stonehill Street	:	
Hilliard, Ohio 43026,	:	
	:	
Defendants.	:	

JUDGMENT ENTRY

This day came Plaintiff Red Oak Ventures, LLC, by John L. Chaney, its attorney. This day also came Defendant Lotus Construction Group, LLC and Defendant Rajnarayanan Sundaraman aka Rajnarayanan Sundararaman (“Defendants”), by John L. Chaney, an attorney at law of this state, who, by virtue of the Cognovit Promissory Note (hereafter “Cognovit Note”)

and Unconditional Guaranty of Payment and Performance (hereafter "Cognovit Guaranty") attached to the Complaint in this cause, shown to have been duly executed by said Defendants, entered the appearance of said Defendants and waived the issuing and service of process in this action and confessed judgment on said Cognovit Note and Cognovit Guaranty attached to the Complaint against Defendant Lotus Construction Group, LLC and Defendant Rajnarayanan Sundaraman aka Rajnarayanan Sundararaman, for \$188,109.69, plus compound interest at the rate of 18% per annum thereon from March 31, 2025, plus late charges equal to 5% of the unpaid portion of the regularly scheduled payment, and Plaintiff's costs and expenses herein, including Plaintiff's attorney fees herein pursuant to the terms of the Cognovit Note and of the Cognovit Guaranty, and for the costs of this action, and waived and released all errors in said proceedings and the right of appeal from the judgment rendered.

This Court finds that this action has been brought in the county in which one or more of the several Defendants reside, are located or signed the Cognovit Note or Cognovit Guaranty. The Court further finds that said Cognovit Note and Cognovit Guaranty did not arise out of a consumer loan or a consumer transaction.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff Red Oak Ventures, LLC recover judgment against Defendant Lotus Construction Group, LLC and against Defendant Rajnarayanan Sundaraman aka Rajnarayanan Sundararaman, jointly and severally, in the sum of \$188,109.69, plus compound interest at the rate of 18% per annum thereon from March 31, 2025, plus late charges equal to 5% of the unpaid portion of the regularly scheduled payment, and Plaintiff's costs and expenses herein, including Plaintiff's attorney fees herein pursuant to the terms of the Cognovit Note and of the terms of the Cognovit Guaranty, and for the costs of this action.

Pursuant to Ohio Civil Rule 54(B), this Court finds that there is no just reason for delay of entry of judgment with respect to the Complaint in this action. The Court further finds that the original Cognovit Note and the original Cognovit Guaranty were made available to the Court before this judgment was confessed.

APPROVED:

/s/ John L. Chaney

John L. Chaney (0072447)

Attorney for Plaintiff

RED OAK VENTURES, LLC

/s/ John L. Chaney

John L. Chaney (0072447)

Attorney for Defendant

Lotus Construction Group, LLC

and for Defendant

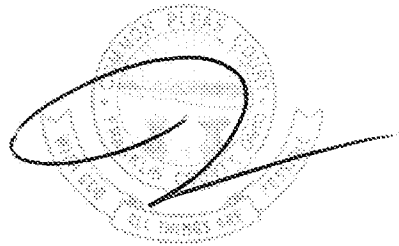
Rajnarayanan Sundaraman

aka Rajnarayanan Sundararaman

Franklin County Court of Common Pleas

Date: 05-21-2025
Case Title: RED OAK VENTURES LLC -VS- LOTUS CONSTRUCTION
GROUP LLC ET AL
Case Number: 25CV003861
Type: JUDGMENT ENTRY

It Is So Ordered.

A circular seal of the Franklin County Court of Common Pleas is visible. Overlaid on the seal is a handwritten signature in black ink, which appears to be "Jaiza Page". The signature is written in a cursive, flowing style.

/s/ Judge Jaiza Page

Court Disposition

Case Number: 25CV003861

Case Style: RED OAK VENTURES LLC -VS- LOTUS
CONSTRUCTION GROUP LLC ET AL

Case Terminated: 18 - Other Terminations

PRAECIPE

**Request for Filing Certificate of Judgment Lien (2329.02 O.R.C)
in the GENERAL DIVISION, COURT OF COMMON PLEAS
Franklin County, Ohio**

RED OAK VENTURES LLC

CASE NUMBER: 25CV003861

-VS-

LOTUS CONSTRUCTION GROUP LLC, ET AL

TO THE CLERK: ISSUE A CERTIFICATE OF JUDGMENT LIEN IN FAVOR OF:
JUDGMENT CREDITOR:

RED OAK VENTURES LLC
581 COUNTRY CLUB DRIVE
SUITE D
NEWARK, OH 43055

AGAINST:

JUDGMENT DEBTOR:

LOTUS CONSTRUCTION GROUP LLC
4599 STONEHILL STREET
HILLIARD, OH 43026

AGAINST:

JUDGMENT DEBTOR:

RAJNARAYANAN SUNDARAMAN
4599 STONEHILL STREET
HILLIARD, OH 43026

FRANKLIN COUNTY LIEN NO.

TOTAL JUDGMENT AMOUNT \$188109.69 INTEREST % 18.00

DATE FROM: 03/31/2025 COST \$

DATE OF JUDGMENT: 05/21/2025

ISSUED TO: FRANKLIN COUNTY

ATTORNEY: JOHN L CHANEY PHONE NO. 614-324-5990

THIS INSTRUMENT PREPARED BY:
NORTHWEST LAW
1160 DUBLIN ROAD, SUITE 500
COLUMBUS, OH 43215
ATTN: WILLIAM GHIDOTTI, ESQ.

RETURN TO:
RED OAK VENTURES, LLC
581 COUNTRY CLUB DRIVE, SUITE D
NEWARK, OH 43055
FILE #2024-152

Certified to be a true and
exact copy of the original

Notary Public

OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

This OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (this "Mortgage") made effective as of the date this Mortgage is executed by the undersigned, by Borrower (as defined herein), for the benefit of **RED OAK VENTURES, LLC**, an Ohio limited liability company, whose address is 581 Country Club Road, Suite D, Newark, OH 43055 ("Lender").

1. DEFINITIONS.

"Borrower" shall mean **LOTUS CONSTRUCTION GROUP LLC**, an Ohio limited liability company, whose address is 4599 Stonehill St, Hilliard, OH, 43026.

"Note" shall mean that certain Cognovit Promissory Note, having the same date of this Mortgage, of which Borrower is the maker and Lender is the holder, and which is in the principal amount of **ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$196,500.00)**, with interest at the Interest Rate (as defined herein), and to be paid as provided for under the Note; provided, however, that if not sooner paid, the entire balance of the Note shall be due and payable upon the Maturity Date.

"Maturity Date" shall mean **August 31, 2025**.

"Interest Rate" shall mean **thirteen percent (13.00%)**.

"Property" shall mean, collectively, the real estate described in the **EXHIBIT A** attached hereto, together with all privileges, easements, appurtenances, and other rights now or hereafter belonging or appertaining thereto, all buildings and other improvements now or hereafter located thereon, all fixtures and equipment now or hereafter attached thereto or used in connection therewith, and all rents and profits therefrom.

NOW, THEREFORE, for and in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower does hereby MORTGAGE, GRANT, BARGAIN, SELL and CONVEY to Lender, the Property. Borrower, jointly and severally, if more than one, hereby covenants and agrees with Lender as follows:

2. PAYMENT OF DEBT. Borrower shall pay when due the principal of and interest on the Indebtedness (as said term is defined under the Note) in accordance with the terms thereof.

3. STATE OF TITLE; WARRANTY. Borrower is lawfully seized of the Property and the Property are free and clear of all encumbrances whatsoever except: (a) the lien of real property taxes and assessments not yet due and payable; (b) legal highways; (c) zoning ordinances; (d) restrictions, conditions, covenants and utility easements of record; and Borrower will forever warrant and defend the Property except as provided in this Section 3.

4. REAL PROPERTY TAXES; ASSESSMENTS; LIENS AND CHARGES. Borrower, when the same shall become due and payable, shall pay all real property taxes and installments of assessments which are a lien on the Property and, upon Lender's request, shall promptly provide Lender with proof of payment for the same. Borrower shall also pay, when the same shall become due and payable, any other governmental (Federal, State or local) levy or charge which is or may become a lien against the Property superior to this Mortgage and shall promptly discharge any lien which has or may have priority over this Mortgage except as to any mortgage lien set forth in Section 3, above, which Borrower shall not permit to be in default.

5. INSURANCE. At Borrower's expense, Borrower shall obtain and maintain in full force and effect at all times during the continuance of this Mortgage fire and extended coverage insurance in an amount sufficient to prevent Borrower from being a co-insurer under said policy of insurance, but in no event less than the aggregate unpaid balance of the Note and of all obligations secured by mortgages encumbering the Property which have priority over this Mortgage. All such insurance policies or renewals thereof shall include a standard mortgage clause in favor of and in form acceptable to Lender. Borrower shall promptly furnish Lender with a copy of said policies and all receipts of paid premiums. The policies of insurance shall provide for written notice to Lender at least thirty (30) days prior to any cancellation, modification or lapse thereof. In the event of a loss, Borrower shall give prompt written notice to Lender and Lender may make proof of loss if not promptly made by Borrower.

6. MAINTENANCE OF PROPERTY. Borrower shall keep the Property in good repair and shall not commit waste or permit deterioration to the Property, reasonable wear and tear excepted, and shall comply with all governmental (Federal, State and local) regulations concerning the Property. If this Mortgage is on a unit in a condominium, Borrower shall perform all of Borrower's obligations under the constituent condominium documents. Without Lender's prior consent, Borrower shall not grant any easements affecting the Property, apply for any change in the current zoning designation for the Property, change the use of the Property other than what is being utilized for as of the date hereof, create or change or modify any existing restrictions, conditions or covenants affecting the Property, subdivide the Property, or construct or make any structural or substantial improvements, alterations or modifications to the Property.

7. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which Lender in Lender's reasonable judgment believes is detrimental to or impairs Lender's security in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option and upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed

by Lender pursuant to this Section 7 or for advances made for the payment of real property taxes, assessments, or insurance premiums, with interest thereon as hereinafter provided, shall become additional amounts owned by Borrower which are secured by this Mortgage. Such amounts shall be payable upon notice to Borrower from Lender requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on the unpaid principal under the Note. Nothing contained herein shall require Lender to incur any expense or take any action hereunder, and Borrower hereby waives any and all claims or right against Lender to any payment on, or offset against, the indebtedness secured hereby by reason of any such payment by Lender. Lender, or Lender's agents, shall have the right to enter upon the Property at all reasonable times for the purpose of inspecting the same, provided Lender shall give Borrower adequate and reasonable notice under the circumstances prior to any such entry. The notice provided for herein need not conform with the provisions of Section 14 below.

8. EMINENT DOMAIN. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation proceedings or other taking of the Property, or a part thereof, or for conveyances in lieu of condemnation, are hereby assigned to Lender and shall be paid to Lender. When there is a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, and the balance, if any, shall be paid to Borrower. When there is a partial taking of the Property, unless Lender and Borrower otherwise agree in writing, the proceeds paid for such taking shall be applied to the sums secured by this Mortgage in the proportion which the unpaid principal amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, and the balance of such proceeds shall be paid to Borrower. If (a) the Property are abandoned, or (b) after notice by Lender to Borrower that the condemning authority offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of such notice is mailed. Lender is hereby authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to the sums secured by this Mortgage shall not extend or postpone the due date of the payment of the Note or change the amount of any installments due under the Note.

9. TRANSFER OF THE PROPERTY. If all or any part of the Property or any interest therein is sold or transferred by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable; provided, however, that the following transfers or conveyances shall not accelerate the indebtedness secured hereby; (a) the creation of a lien or encumbrance subordinate to this Mortgage, excluding, however, a conveyance by a land installment contract or the granting of a leasehold interest containing an option to purchase, either of which shall require the prior written consent of Lender; (b) the creation of a purchase money security interest for personal property; and (c) a transfer by devise or descent, or a transfer by operation of law upon the death of a co-owner.

10. SECURITY AGREEMENT; ASSIGNMENT OF RENTS. This Mortgage shall act as and constitute a security agreement under the Uniform Commercial Code. Upon Lender's request, Borrower shall execute and deliver to Lender financing statements and other documents required to perfect a security interest in Borrower's personal property located at the Property. The cost of recording such documents shall be paid by Borrower. As part of the security granted by this Mortgage, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to any acceleration of the amounts secured by this Mortgage, have the right to collect

and retain such rents. All rents collected by Lender or Lender's agent shall be applied first to the payment of costs of operation and management of the Property and collection of rents, including but not limited to, receiver's bonds and fees, reasonable attorney fees, and then to the sums secured by this Mortgage.

11. DEFAULT; REMEDIES. The entire unpaid principal amount of the Note, together with all unpaid and accrued interest and all other charges and amounts payable to Lender under the Note or this Mortgage, shall, at Lender's option, become immediately due and payable: (a) if Borrower does not promptly and fully pay when due the amounts owed Lender under the Note in accordance with the terms and tenor of the Note; (b) if the Property or any part thereof or an interest thereon are sold or transferred except as permitted under the provisions of Section 9 of this Mortgage; (c) if Borrower fails to observe or perform any other provision, covenant or condition required of Borrower under the Note or this Mortgage within 30 days after Lender gives notice to Borrower of Borrower's failure to observe or perform such provision, covenant or condition; (d) if the Property are abandoned; (e) if an order for relief under any bankruptcy laws of the United States is issued naming Borrower as debtor or if Borrower makes an assignment for the benefit of creditors or enters into a composition agreement with Borrower's creditors; (f) if the interest of Borrower in the Property is attached, levied upon, or seized by legal process; or (g) if a trustee, receiver or liquidator is appointed on behalf of Borrower. Upon an acceleration of the amounts secured by this Mortgage as provided for in this section, Lender shall have the right to foreclose this Mortgage lien, have a receiver appointed, take possession of and manage the Property, collect the rents derived from the Property, and take any and all other action available to Lender under law.

12. APPLICATION OF PAYMENTS. All payments received by Lender under the Note or this Mortgage, unless otherwise stated in this Mortgage, shall be applied by Lender first to the payment of any amounts advanced or paid by Lender for the protection of the security granted by this Mortgage, then to expenses incurred by Lender by reason of Borrower's default under this Mortgage, then to interest payable on the Note, and then to the principal of the Note.

13. FORBEARANCE; REMEDIES CUMULATIVE. If Lender (a) grants any extension of time or forbearance with respect to the payment of any sums secured by this Mortgage; (b) takes other or additional security for the payment thereof; (c) waives or fails to exercise any right granted in this Mortgage or in the Note; (d) grants any release with or without consideration of the whole or part of the security granted by this Mortgage, or (e) amends or modifies in any respect any of the terms and provisions of this Mortgage or the Note, any such act or omission shall not release Borrower of any obligations under this Mortgage or under the Note, nor preclude Lender from exercising any right granted in this Mortgage or under law for a default by Borrower or for any subsequent default. Lender's procurement and payment of fire and casualty insurance and Lender's payment of real property taxes and assessments and other governmental charges and liens after Borrower has failed to pay the same shall not be a waiver of Borrower's default or Lender's right to accelerate the indebtedness secured hereby. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or which are afforded under law and may be exercised concurrently, independently and successively.

14. NOTICE. Any notice required or permitted to be given hereunder shall be in writing. If mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, then such notice shall be effective upon its deposit in the mails. Notice given in any other manner (including, without limitation, by electronic mail) shall be effective only if and when

received by the addressee. For purposes of notice, the addresses of Borrower and Lender shall be as set forth above; provided however, that either party shall have the right to change such party's address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' written notice to the other party.

15. RELEASES. Upon payment of all sums secured by this Mortgage and the observance and performance of each of the covenants and agreements of this Mortgage to be observed and performed by Borrower, Lender shall provide to Borrower a release of this Mortgage, and of any other security interest given to Lender to secure the Note, in recordable form.

16. MISCELLANEOUS. If any one or more of the provisions contained in this Mortgage or in any of the other Loan Documents (as said term is defined under the Note) shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or of any of the other Loan Documents. This Mortgage shall be governed by and construed in accordance with the laws of the State of Ohio without regard to conflict of laws principles.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date written below.

BORROWER:

LOTUS CONSTRUCTION GROUP LLC,
an Ohio limited liability company

R. Rajnarayanan MEMBER.
By: RAJNARAYANAN SUNDARAMAN
Its: SOLE MEMBER

Executed as of this 20th day of September, 2024.

STATE OF OHIO
COUNTY OF Franklin, ss.

The foregoing instrument was acknowledged before me, a Notary Public for and in said State and County, this 20th day of September, 2024, by RAJNARAYANAN SUNDARAMAN, SOLE MEMBER of LOTUS CONSTRUCTION GROUP LLC, an Ohio limited liability company, on behalf of said company. This is an acknowledgement certificate - no oath or affirmation was administered to the signer with regards to the notarial act.

Jacob Adams
NOTARY PUBLIC

(SEAL)



JACOB ADAMS
Notary Public
State of Ohio
My Comm. Expires
June 26, 2027

EXHIBIT A
LEGAL DESCRIPTION

Situated in the County of Franklin, State of Ohio and in the City of Columbus and bounded and described as follows:

Being a part of Reserve "B" Frank J. Moeller's New Addition, as the same is shown of record in Plat Book 27 Page 85, and Miscellaneous Records, Vol. 132, Page 271, Recorder's Office, Franklin County, Ohio, said part being known as proposed Lot 28 and being more particularly described as follows:

Beginning at a point in the South line of said Reserve "B" and in the north line of McCloud Lane, said beginning point being South 87 degrees 52'00" East a distance of 308.36 feet from the southeast corner of Lot 22 of said Subdivision; said beginning point also being North 87 degrees 52'00" West a distance of 366.64 feet from the southwest corner of lot 35 of said Subdivision; thence South 87 degrees 52'00" East a distance of 61.10 feet with the south line of Reserve "B" to a point thence North 02 degrees 08'00" East a distance of 124.61 feet to a point in the north line of said Reserve; thence North 87 degrees 25'40" West a distance of 61.10 feet with said north line of Reserve "B" to a point; thence South 02 degrees 08'00" West a distance of 125.08 feet to the place of beginning, containing 0.175 acres of land, subject, however, to all legal rights-of-way and easements.

Parcel No.: 010-137150-00

Parcel Address: 1438 East Gates Street, Columbus, Ohio 43206