

PATH AMERICA TOWER, LP,
a Washington limited partnership

FIRST AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

Dated August , 2016

100 N City Parkway, Suite 1700
Las Vegas, NV 89106

PATH AMERICA TOWER, LP
FIRST AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

THIS FIRST AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (“Agreement”) is entered into and effective on August █, 2016 (the “Effective Date”), by and among the Persons listed as Partners on Schedule A hereto, and amends and restates in their entirety any and all prior limited partnership agreements of the Company, whether oral or written, executed or not executed (collectively, the “Original Partnership Agreement”).

RECITALS

WHEREAS, the General Partner (as defined below) previously caused a Certificate of Limited Partnership to be filed with the Washington Secretary of State on September 5, 2013, forming a limited partnership under the name “**PATH AMERICA TOWER, LP**” (the “Company” or “Partnership”).

WHEREAS, the Company was formed for the primary purpose of making that certain construction loan (the “Loan”), in conjunction with Path Tower Seattle, LP, a Washington limited partnership as co-lender (“Co-Lender”), to Potlatch Tower Seattle, LLC, a Delaware limited liability company (“PTS”), in order to facilitate the development and construction of that certain real property located at 2116 4th Avenue in Seattle, Washington (the “Project”).

WHEREAS, on August 24, 2015, the United States Securities and Exchange Commission (“SEC”) initiated a federal securities enforcement action against Lobsang Dargey, an individual residing in the State of Washington (“Dargey”), as well as a series of corporate entities owned and/or controlled by Dargey, including without limitation the General Partner, Co-Lender, PTS, and the Company (the “SEC Action”). The SEC Action has been filed in the United States District Court, Western District of Washington, Seattle Division, under Judge James L. Robart presiding (the “Court”). On October 22, 2015, the Court issued an order appointing Michael A. Grassmuck as receiver (“Receiver”) for, among other entities, PTS, the Company, and Co-Lender.

WHEREAS, in connection with the SEC Action, the Court, pursuant to that certain order dated August █, 2016 (the “Court Order”), authorized the General Partner to amend and restate the Original Partnership Agreement to reflect certain court-ordered modifications to the Loan and certain terms and conditions of the Partnership in connection therewith (collectively, the “Partnership Modifications”), which Partnership Modifications were previously disclosed to the Limited Partners for approval pursuant to that certain [EB-5 Disclosure Document] prepared by the Receiver and delivered to the Limited Partners and/or their respective legal counsel, as well as repeatedly published in the legal notices section of [█] and posted on the Receiver’s website in connection with the SEC Action (the “Limited Partner Solicitation”).

WHEREAS, in furtherance of the Court Order and the Partnership Modifications, the Court authorized EB5 Group, LLC, a Nevada limited liability company (“EB5 Group”), to acquire the sole membership interest in Path America KingCo LLC, a Washington limited liability company and the general partner of the Company (the “General Partner”), for the express and limited purposes of causing the General Partner to continue management of the Loan and general oversight of the Company, as well to cause the General Partner to provide ongoing support and prosecution of the Project-related investment, and to allow the General Partner to continue to pursue immigration goals of the Company and the Limited Partners as outlined in the SEC Action (the “Investment and Immigration Goals”), including without limitation prosecution by the General Partner on behalf of the Company and Co-Lender (the “EB5 Group”).

Accommodation”) of that certain appeal of Notice of Termination, dated March 23, 2016, by USCIS (the “Termination Notice”), and EB5 Group has agreed to undertake and perform the EB5 Group Accommodation based, in part, on the terms and conditions set forth herein with regard to the same.

WHEREAS, the Limited Partners have approved the Partnership Modifications in conformance with the requirements of the Court Order and the Limited Partner Solicitation, and in connection with the foregoing, and subject to the EB5 Group Accommodation, the General Partner now desires to amend and restate the Original Partnership Agreement in order to implement the Partnership Modifications.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereby agree to amend and restate the Original Partnership Agreement in its entirety as set forth herein.

DEFINITIONS

Capitalized terms used in this Agreement shall have the meaning set forth below. Other terms defined throughout this Agreement shall have the meanings respectively ascribed to them.

“Act” means the Washington Uniform Limited Partnership Act, as amended from time to time.

“Affiliate” means, with respect to any Partner, any Person: (i) who owns more than 50% of the voting interests in the Partner; or (ii) in which the Partner owns more than 50% of the voting interests; or (iii) in which more than 50% of the voting interests are owned by a Person who has a relationship with the Partner described in clause (i) or (ii) above, or (iv) who otherwise controls, is controlled by, or is under common control with, another Person.

“Agreement” shall have the meaning set forth in the preamble to this Agreement.

“Agent” means any officer, director, employee, trustee, partner, agent, or representative of a Partner acting for or on behalf of such Partner or the Company.

“Annual Reimbursement Amount” means up to the maximum amount provided for in the Loan Documents pursuant to which Borrower has agreed to reimburse the Company on an annual basis for Ordinary Expenses, Organizational Expenses, and DO Expenses.

“At-Risk Period” means the period of time commencing upon a Limited Partner’s admission to the United States as a lawful conditional permanent resident and ending upon the end of conditional residence for such Limited Partner in keeping with expressed USCIS policy at the time.

“At-Risk Period Loan Repayment” shall have the meaning set forth in Section 3.4.4.

“Available Cash” shall have the meaning set forth in Section 3.4.1.2 and otherwise means funds provided from operation of the Company, without deductions for depreciation, but after deducting funds used to pay all expenses and debts of the Company, administrative operational expenses, capital improvements, and less the amount set aside by the General Partner, in the exercise of its sole discretion, for reserves.

“Bankruptcy” means, with respect to any Partner: (i) an assignment for the benefit of creditors; (ii) a voluntary petition in bankruptcy; (iii) adjudication as a bankrupt or insolvent; (iv) the filing of a petition

or answer seeking any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, regulation or law; (v) the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Partner in any proceeding of this nature; (vi) seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Partner's properties or of all or any substantial part of the Partner's properties; or (vii) any proceeding against the Partner seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continuing for ninety (90) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Partner or all or any substantial part of the Partner's properties without the Partner's agreement or acquiescence, which appointment is not vacated or stayed for sixty (60) days or, if the appointment is stayed, for sixty (60) days after the expiration of the stay during which period the appointment is not vacated.

“Borrower” shall have the meaning set forth in the Recitals.

“Capital Account” shall have the meaning set forth in Section 2.3.

“Capital Contribution” or “Contribution” means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Partner, net of liabilities assumed or to which the assets are subject.

“Capital Event” means the sale, transfer, exchange, refinancing, or other disposition of all or substantially all of the Partnership assets, including the Loan and any property acquired by the Partnership. The payment of Interest Income shall not be a Capital Event; provided, however, that repayment of all or part of the principal amount of the Loan is a Capital Event.

“Certificate” shall have the meaning set forth in Section 7.1.

“Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law or any corresponding provision, and all applicable Treasury Regulations.

“Co-Lender” shall have the meaning set forth in the Recitals.

“Company” shall have the meaning set forth in the Recitals.

“Company Minimum Gain” is defined in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

“Company Reimbursement Obligation” shall have the meaning set forth in Section 6.3.

“Contributed Property” means any property contributed (or deemed contributed under Code §708) to the Company at any time or from time to time.

“Court” shall have the meaning set forth in the Recitals.

“Court Order” shall have the meaning set forth in the Recitals.

“Dargey” shall have the meaning set forth in the Recitals.

“Deficit Capital Account” means the situation whereby the Company has made a distribution to a Partner in excess of such Partner's Capital Account.

“Depreciation” means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for U.S. federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the U.S. federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided however, that if the adjusted basis for U.S. federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Company.

“DO Expenses” shall have the meaning set forth in Section 6.3.

“EB-5 Group” shall have the meaning set forth in the Recitals.

“EB-5 Group Accommodation” shall have the meaning set forth in the Recitals.

“EB-5 Investment” means the minimum US\$500,000 capital investment in the Company by each foreign investor for purposes of the EB-5 Program.

“EB-5 Program” means the program administered by USCIS within the U.S. Department of Homeland Security primarily under Immigration and Nationality Act sections 203(b)(5) and 216A and Code of Federal Regulations volume 8 sections 205.6 and 216.6.

“EB-5 Satisfaction Event” shall have the meaning set forth in Section 3.4.3.

“Economic Interest” means a Person’s share of the Profits and Losses of, and the right to receive distributions from, the Company.

“Effective Date” shall have the meaning set forth in the preamble to this Agreement.

“First Renewal Term” shall have the meaning set forth in Section 3.2.1.

“Fiscal Year” means the fiscal year of the Company for financial accounting purposes, and for federal, state, and local income tax purposes, which shall be the calendar year unless changed by the General Partner in accordance with Section 4.11.

“Formation Date” shall have the meaning set forth in Section 7.1.

“General Partner” shall have the meaning set forth in the Recitals, and otherwise means, as applicable, each Person appointed as a General Partner of the Company from time to time, and as may be set forth in Schedule A.

“Gross Asset Value” means with respect to any asset of the Company, such asset’s adjusted basis for U.S. federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any asset of the Company contributed by a Partner to the Company shall be the gross fair market value of such asset, as determined in good faith by the General Partner;

(ii) the Gross Asset Value of all property of the Company shall be adjusted to equal the respective gross fair market values of such property, as determined in good faith by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Partner of more than a de minimis amount of property of the Company as consideration for an interest of a Partner in the Company; (c) the grant of an interest in the Company as consideration for services to or for the benefit of the Company by an existing partner acting in a “Partner capacity” (in each case within the meaning of Regulations Section 1.704-1(b)(2)(iv)(d)); and (d) the liquidation of the Company;

(iii) the Gross Asset Value of any property of the Company distributed to any Partner shall be adjusted to equal the gross fair market value of such property on the date of distribution as determined by the General Partner; and

(iv) the Gross Asset Values of the Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to clauses (i), (ii) or (iii) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profit and Loss.

“Incapacity” means (i) the entry of a judgment by a court of competent jurisdiction to the effect that a Partner who is an individual is incompetent to manage such Partner’s affairs, or the appointment of a guardian ad litem by a court of competent jurisdiction to manage such Partner’s affairs; or (ii) the incapacity of a Partner who is an individual to perform his or her duties as a Partner as determined by (a) the vote of at least a majority of the Percentages not held by such Partner, and if such Partner is not in agreement with such determination, the certification of a physician selected by mutual agreement between such Partner and the holders of at least a majority of the Percentages not held by such Partner, or (b) the certification of a physician selected by the Partner and, if the holders of at least a majority of the Percentages not held by the Partner are not in agreement with such certification, the certification of a physician selected by mutual agreement between the Partner and the holders of at least a majority of the Percentages not held by such Partner.

“Initial Term” shall have the meaning set forth in Section 3.2.1.

“Interest Holder” means any Person who holds an Economic Interest, whether as a Partner or an unadmitted assignee of a Partner.

“Interest Income” shall have the meaning set forth in Section 3.2.1.

“Interest Income Distribution” shall have the meaning set forth in Section 3.4.1.1.

“Interest Income Special Allocation” shall have the meaning set forth in Section 3.2.1.

“Investment and Immigration Goals” shall have the meaning set forth in the Recitals.

“Involuntary Withdrawal” means the Bankruptcy, death, or Incapacity of a Limited Partner or a dissociation of a Limited Partner pursuant to Section 3.4.3.

“Limited Partner” means each Person admitted as a limited Partner of the Company, as set forth in Schedule A, as amended from time to time.

“Limited Partner Solicitation” shall have the meaning set forth in the Recitals.

“Loan” shall have the meaning set forth in the Recitals.

“Loan Documents” means those certain documents and instruments evidencing the Loan, including, without limitation, the Amended and Restated Construction Loan Agreement, the [Amended and Restated] Promissory Notes, any Deed of Trust and UCC-1 Financing Statement, any Environmental Agreement, the [Co-Lender Agreement], the [EB5 Service Agreement], and any and all other documents which Borrower, any guarantor or any other party or parties has executed and delivered, or may hereafter execute and deliver, to evidence, secure or guarantee the Loan, or any part thereof, as the same may from time to time be extended, amended, restated, supplemented, or otherwise modified.

“Majority-In-Interest” means Partners (or Limited Partners as applicable) holding a majority of all such Partners’ or Interest Holders,’ as the case may be, Economic Interests in the Company.

“Net Proceeds from a Capital Event” means the net proceeds derived by the Company from a Capital Event after payment or allowance for the expenses incurred in connection with such Capital Event and after payment or allowance for existing indebtedness, the discharge of any other expense or liability of the Company, and the establishment of appropriate reserves, all as determined by the General Partner in its sole discretion.

“Net Proceeds from Interest Income” means the net proceeds derived by the Company from the receipt of Interest Income after first taking into account all then-due obligations of the Company, including without limitation (i) the portion of such obligations that are payable by the General Partner pursuant to Article 6, and (ii) the establishment of reasonable reserves for the Company’s liabilities, obligations, working capital, and other anticipated needs in the General Partner’s reasonable discretion.

“Nonrecourse Deductions” is defined in Regulations Section 1.704-2(b)(1), and the amount of Nonrecourse Deductions for a Fiscal Year of the Company shall be determined in accordance with the rules of Regulations Section 1.704-2(c).

“Ordinary Expense” shall have the meaning set forth in Section 6.1.

“Original Partnership Agreement” shall have the meaning set forth in the preamble to this Agreement.

“Partner Nonrecourse Debt” is defined in Regulations Section 1.704-2(b)(4).

“Partner Nonrecourse Debt Minimum Gain” is defined in Regulations Section 1.704-2(i)(2).

“Partner Nonrecourse Deductions” is defined in Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

“Partner” or “Partners” means collectively, the Limited Partners and General Partner(s) of the Company.

“Partnership” shall have the meaning set forth in the Recitals.

“Partnership Interest” means all of the rights of a Partner in the Company, including a Partner’s: (i) Economic Interest; and (ii) right to participate in the management of the Company, if any, as herein provided as applicable.

“Partnership Modifications” shall have the meaning set forth in the Recitals.

“Percentage” or “Percentage Interest” means, as to a Partner, the proportion, expressed as a percentage, that the amount of such Partner’s Capital Account bears to the Capital Accounts of all Partners.

“Person” means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

“Profits and Losses” means, for any Fiscal Year, the Company’s taxable income or loss, respectively, for such period, determined in accordance with Code Section 703(a) and Regulations Section 1.703-1 (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) will be included in taxable income or loss) with the following adjustments:

(i) Such Profit and Loss will be computed as if items of tax-exempt income and nondeductible, noncapital expenditures (under Section 705(a)(1)(B) and 705(a)(2)(B) of the Code) were included in the computation of taxable income or loss;

(ii) Any items specially allocated pursuant to Section 3.2 of this Agreement shall not be taken into account in computing Profit or Loss;

(iii) In the event the Gross Asset Value of any Company property is adjusted pursuant to subparagraph (ii), subparagraph (iii), or subparagraph (iv) of the definition of Gross Asset Value hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such assets for purposes of computing Profit or Loss;

(iv) Credits or debits to Capital Accounts due to a revaluation of Company Assets in accordance with Regulations Section 1.704-1(b)(2)(iv)(f), or due to a distribution of noncash assets, will be taken into account as gain or loss from the disposition of such assets for purposes of computing Profit and Loss;

(v) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code for a Fiscal Year or treated as being so described in Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in this subsection will be subtracted from the taxable income or loss;

(vi) To the extent an adjustment to the adjusted tax basis of any Company Asset pursuant to Section 734(b) of the Code is required, pursuant to Regulations Section 1.704-(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner’s Partnership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the property) or loss (if the adjustment decreases such basis) from the disposition of such property and shall be taken into account for purposes of computing Profit or Loss; and

(vii) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year, computed in accordance with the definition of “Depreciation.”

“Project” shall have the meaning set forth in the Recitals, and also includes any Replacement Project pursuant to Section 3.4.4 below.

“Property” or “Company Property” means all tangible and intangible assets owned by the Company and/or used in the operation of its business.

“PTS” shall have the meaning set forth in the Recitals.

“Regional Center” means Path America KingCo LLC, a Washington limited liability company, which is the General Partner and which is the Person formerly approved by USCIS for designation as a regional center for an area including the Project for purposes of authorizing Limited Partners to include both direct and indirect job creation from investment in participating entities toward the Limited Partner’s qualification for an immigrant visa under the EB-5 Program. The Regional Center has previously authorized the Company to use such USCIS approval for this purpose, and is currently pursuing prosecution of an appeal of the Notice of Termination, dated March 23, 2016, by USCIS as part of the Investment and Immigration Goals.

“Regulations” or “Treas. Reg.” means the income tax regulations promulgated under the Code as amended from time to time (including corresponding provisions of succeeding regulations).

“Reinvestment” shall have the meaning set forth in Section 3.4.4.

“Released Party” shall have the meaning set forth in Section 4.4.

“Replacement Project” shall have the meaning set forth in Section 3.4.4.

“SEC” shall have the meaning set forth in the Recitals.

“SEC Action” shall have the meaning set forth in the Recitals.

“Second Renewal Term” shall have the meaning set forth in Section 3.2.1.

“Termination Notice” shall have the meaning set forth in the Recitals.

“Transfer” means — when used as a noun — any sale, hypothecation, pledge, assignment, gift, bequest, attachment, or other transfer, including transfers by operation of law, and — when used as a verb — means to sell, hypothecate, pledge, assign, give, bequeath, or otherwise transfer.

“Units” shall have the meaning set forth in Section 2.2.1.

“USCIS” means the United States Citizenship and Immigration Services.

“Voluntarily Withdraw” means to dissociate as a Partner of the Company by means other than a Transfer or an Involuntary Withdrawal.

“Voluntary Withdrawal” means a Partner’s disassociation with the Company by means other than a Transfer or an Involuntary Withdrawal.

ARTICLE 1

FORMATION OF THE COMPANY

1.1 **Formation of Limited Partnership.** The General Partner has organized the Company pursuant to the provisions of the Act under the name “Path America Tower, LP” and intends the Company to be a limited partnership under the Act. Except as otherwise provided herein, all rights, liabilities and obligations of the Partners shall be as provided in the Act.

1.2 **Principal Place of Business and Registered Agent.** The principal place of business of the Company shall be 100 N City Parkway, Suite 1700, Las Vegas, NV 89106, or at such other place as may be designated by the General Partner. The Registered Agent of the Company in the State of Washington is [] until otherwise determined by the General Partner.

1.3 **Purposes.** The purposes of the Company shall be to engage in any lawful acts or activities for which limited liability companies may be formed under the Act. Without limiting the foregoing, the Company was organized to seek EB-5 Investment financing to make and fund the Loan to the Project.

1.4 **Duration of the Company.** The Company commenced business on the date on which its Certificate of Limited Partnership was accepted and filed by the Washington Secretary of State, and it shall continue in perpetuity until dissolved in accordance with this Agreement.

ARTICLE 2

CAPITALIZATION

2.1 RESERVED.

2.2 **Units; Initial Capital Contributions.**

2.2.1 Each Partner’s undivided interest in the capital of the Company shall be represented by limited partnership units (“Units”). Each Unit of the Company shall be identical in all respects to every other Unit.

2.2.2 The Company shall be capitalized by each Partner contributing his or her Capital Contribution set forth on Schedule A attached hereto, in cash, with each Partner receiving, in exchange therefor, the number of Units set forth therein. A Partner shall not have the right to demand or receive the return of his/her Capital Contribution except as otherwise expressly provided herein. The Partners shall have no obligation to make additional Capital Contributions. The Partners may make an additional Capital Contribution to the Company upon consent of the General Partner. No interest shall be paid on Capital Contributions.

2.2.3 Interest will be charged by the Company to a Partner on the sum of any deemed distributions charged to such Partner’s Capital Account from obligations to the Company arising under Section 4.10. The interest charged will be computed on a calendar year compounded basis at a rate equal to two percent above the prime rate of interest from time to time announced by [Bank of America], or its successors, to be its “prime rate,” such interest to be collected by reduction of any distributions payable to the Partner immediately following the calculation of the year’s interest by the General Partner. To the extent that there are no distributions against which the interest can be applied, then the interest will be

charged to the Partner's Capital Account. This Section 2.2.3 will survive the termination of a Partner's status as a Partner.

2.2.4 Except pursuant to and in connection with (i) the Court Order and Limited Partner Solicitation, or (ii) Section 3.4.3 below, no Partner shall have any right to withdraw or make a demand for the withdrawal of any of his/her Capital Contribution (or the capital interest reflected in such Partner's Capital Account) until the sooner of (i) repayment of the Loan in full as provided for in Section 3.4.3 below, or (ii) the full and complete winding up and liquidation of the Company. No Partner shall have the right to demand Company Property.

2.2.5 Loans or advances by any Partner to the Company can only be made after and in addition to a Partner's initial Capital Contribution. Loans or advances by any Partner to the Company shall not be considered additional Capital Contributions and shall not increase the Capital Account of the lending or advancing Partner. No Partner shall be required to lend any cash or property to the Company.

2.3 **Capital Accounts.**

2.3.1 An individual Capital Account shall be maintained for each of the Partners in accordance with Section 704 of the Code and the Regulations thereunder with such adjustments as may be required thereby (each a "Capital Account"). Without limiting the generality of the foregoing, a Partner's Capital Account will generally be computed as follows:

2.3.1.1 increased by (1) the amount of money contributed by the Partner to the Company; (2) the fair market value of the property contributed by the Partner to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752); and (3) allocations to the Partner of Profit and any special allocations of items in the nature of income or gain;

2.3.1.2 decreased by (1) the amount of money distributed from the Company to the Partner (including the amount of such Partner's individual liabilities that are assumed by the Company other than in connection with the contribution of property to the Company); (2) the fair market value of the property distributed to the Partner by the Company (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752); and (3) allocations to the Partner of Loss and any special allocations of items in the nature of deduction or loss;

2.3.1.3 the Capital Account of a transferring Partner shall become the Capital Account of his/her transferee to the extent it relates to the Partnership Interest transferred; and

2.3.1.4 in determining the amount of any liability for purposes of subparagraphs 2.3.1.1 and 2.3.1.2, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

2.3.2 The foregoing provisions of this Article 2 and any other provisions of the Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b)(2)(iv) as it exists and as it subsequently may be amended, and they shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner determines in its reasonable discretion, subject to the review and concurrence of the Company's certified public accountants that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Partner upon dissolution of the

Company. The General Partner, with the review and concurrence of the Company's certified public accountants, shall have the discretion to make all necessary adjustments in each Partner's Capital Account as required by the capital accounting rules of Code Section 704(b) and the Regulations thereunder consistent with Article 2 of this Agreement.

ARTICLE 3

ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocation of Profit or Loss.** Except as otherwise provided in Section 3.2, Profit and Loss shall be allocated annually (and at such other times that the General Partner deems it is necessary to allocate Profit or Loss) to the Partners in such manner that the Capital Account balance of each Partner shall, to the greatest extent possible, be equal to (1) the amount that would be distributed to such Partner if (a) the Company were to sell its assets for their Gross Asset Values, (b) all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the Gross Asset Values of the assets securing such liability), (c) the Company were to distribute the proceeds of sale pursuant to Section 3.4 and (d) the Company were to dissolve pursuant to Article 10; less (2) such Partner's share of Company Minimum Gain and Partner Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

3.2 **Special Allocations.** The following special allocations shall be made in the following order:

3.2.1 **Interest Income.** The Loan has an initial term of five (5) years (the "Initial Term") and two (2) two-year renewal terms (the "First Renewal Term" and the "Second Renewal Term"). During the Initial Term, all accrued interest under the Loan as provided for in the Loan Documents (the "Interest Income") shall be specially allocated to the Limited Partners (and not to the General Partner), and distributed to the Limited Partners in accordance with Section 3.4 below upon receipt in connection with the Maturity Date (as defined in the Loan Documents). In the event that the Loan is extended pursuant to (i) the First Renewal Term, or (ii) if the Loan is extended pursuant to both the First Renewal Term and the Second Renewal Term, then all accrued interest under the Loan as provided for in the Loan Documents shall be specially allocated to the Limited Partners (and not to the General Partner), and distributed to the Limited Partners in accordance with Section 3.4 upon receipt in connection with the Extended Maturity Date (as defined in the Loan Documents) or any sooner Prepayment (as those terms are defined in the Loan Documents) of the Loan in full or in part. The special allocation of Interest Income as provided for in this Section 3.2.1 shall hereinafter be referred to as the "Interest Income Special Allocation."

3.2.2 **RESERVED.**

3.2.3 **Company Minimum Gain Chargeback.** In the event there is a net decrease in Company Minimum Gain during any Fiscal Year, the "minimum gain chargeback" described in Regulations Section 1.704-2(f) and Regulations Section 1.704-2(g) shall apply.

3.2.4 **Partner Nonrecourse Minimum Gain Chargeback.** In the event there is a net decrease in Partner Nonrecourse Minimum Gain during any Fiscal Year, the "partner minimum gain chargeback" described in Regulations Section 1.704-2(i)(4) shall apply.

3.2.5 **Qualified Income Offset.** This Agreement incorporates the "qualified income offset" set forth in Regulations Section 1.704-1(b)(2)(ii)(d) as if those provisions were fully set forth in this Agreement.

3.2.6 Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be allocated to the Partners in proportion to their Percentage Interests.

3.2.7 Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Fiscal Year (or any other period in which it is necessary to make allocations of Profit or Loss) shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

3.2.8 Code Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Sections 734(b) or 743(b) is required pursuant to Regulations Sections 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution to a Partner in complete liquidation of its interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specifically allocated to the Partners in accordance with their interests in the Company (in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies) or to the Partners to whom such distribution was made (in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies).

3.3 **Tax Allocations.**

3.3.1 Items of income, gain, loss and deduction of the Company shall be allocated for federal, state and local income tax purposes among the Partners in the same manner as such item of income, gain, loss and deduction was allocated among the Partners for purposes of computing their Capital Accounts; except that if any such allocation is not permitted by the Code or other applicable law, then the Company's subsequent income, gains, losses and deductions for tax purposes shall be allocated among the Partners so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

3.3.2 In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed (or deemed contributed) to the capital of the Company shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value using whatever method under Regulations Section 1.704-3 as is reasonably chosen by the Tax Matters Partner unless otherwise agreed to by unanimous vote of the Partners. In the event the Gross Asset Value of any Company asset is adjusted pursuant to the definition of Gross Asset Value, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder using whatever method under Regulations Section 1.704-3 as is reasonably chosen by the Tax Matters Partner unless otherwise agreed to by unanimous vote of the Partners.

3.3.3 In any cases in which it is necessary to determine the income, loss, or any other items allocable to any period, income, loss, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Tax Matters Partner using any permissible method under Code Section 706 and the Regulations thereunder.

3.3.4 The Company shall allocate all "excess nonrecourse liabilities" within the meaning of Regulations Section 1.752-3(a)(3) to the Partners in proportion to their Percentage Interests.

3.3.5 Allocations pursuant to this Section 3.3 are solely for the purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital

Account or share of Profit, Loss, distributions or other Company items pursuant to any provision of this Agreement.

3.4 Distributions.

3.4.1 Income from Operations

3.4.1.1 Interest Income Special Allocation. The General Partner shall cause the Company to distribute Net Proceeds from Interest Income to the Limited Partners pursuant to the Interest Income Special Allocation within [ten (10) days] following receipt by the Company of such Interest Income from Borrower in connection with the Maturity Date, any Extended Maturity Date, or any sooner Prepayment of the Loan in full or in part (an “Interest Income Distribution”).

3.4.1.2 General Distributions. To the extent that the General Partner determines at any time or from time-to-time, in its sole and absolute discretion, that the Company has funds from operations or other sources other than from Interest Income, which funds are (i) in excess of the amount required for the payment of all then-due obligations of the Company, including without limitation the portion of such obligations that are payable by the General Partner pursuant to Article 6, (ii) not needed for the establishment of reasonable reserves for the Company’s liabilities, obligations, working capital, and other anticipated needs; (iii) not restricted for distribution to by the Company to the Partners under contract or law (such funds from time-to-time, on a cumulative basis, satisfying the criteria in clauses (i), (ii) and (iii) of this Section 3.4.1.2 are referred to as “Available Cash”); and (iv) not subject to any written or other binding agreement by all of the Partners not to distribute Available Cash or otherwise prohibited by the Court Order and/or the terms and conditions of the Limited Partner Solicitation, then distributions of Available Cash, if any, shall be made in such amounts and at such times determined by the General Partner in its sole and absolute discretion to the Partners in proportion to their Percentage Interests.

3.4.2 Capital Events. Net Proceeds from a Capital Event shall be distributed as soon as practicable following the Capital Event (i) first, to the Limited Partners pro rata in proportion to their Percentage Interests until the amount of such distribution equals the unreturned balance of the initial Capital Contribution of such Limited Partners less any amounts previously distributed to the Limited Partners under this Section 3.4.2; and (ii) second, to the extent Net Proceeds from a Capital Event remain available for distribution, to the Partners pro rata in proportion to their Percentage Interests.

3.4.3 Except as provided for in Section 3.4.4 below, following receipt by each of the Limited Partners of one or more distributions of Net Proceeds from a Capital Event pursuant to Section 3.4.2, which Capital Event results in repayment of the Loan in full and return of each Limited Partner’s initial Capital Contribution pursuant to Section 3.4.2 above (and provided that each Limited Partner has previously or concurrently received all accrued and then due and payable pro rata distributions of Interest Income pursuant to Section 3.4.1.1 above) (collectively, an “EB-5 Satisfaction Event”), then each such Limited Partner shall be deemed to have dissociated from the Partnership, the each such Limited Partner’s applicable Partnership Interest shall be terminated, and such Limited Partner shall not thereafter be entitled to receive any further payment for his or her Units or any further distributions with respect to his or her Units.

3.4.4 In the event of an EB-5 Satisfaction Event prior to expiration of the At-Risk Period with respect to one or more Limited Partners (an “At-Risk Period Loan Repayment”), then the General Partner shall use commercially reasonable efforts to cause the Company to reinvest each such affected Limited Partner’s initial Capital Contribution in a new qualified project that meets and satisfies the EB-5 Investment requirements under the EB-5 Program (such reinvestment, the “Reinvestment,” and such replacement

project or projects, the “Replacement Project”). Upon identifying a Replacement Project, and prior to proceeding with any Reinvestment in connection with the same as contemplated herein, the General Partner shall first obtain the consent and approval for such Replacement Project from a Majority-in-Interest of the Limited Partners so affected by any At-Risk Period Loan Repayment. Notwithstanding anything to the contrary herein, in the event that the General Partner (i) determines in its reasonable discretion that no Replacement Project is available on commercially reasonable and favorable terms, or (ii) does not obtain the consent and approval from a Majority-in-Interest of the Limited Partners so affected by any At-Risk Period Loan Repayment as required hereunder, then the General Partner shall be authorized and empowered to forthwith terminate and dissolve the Partnership in accordance with Article 10.

3.5 **Record Date.** All items of Company income, gain, loss and deduction shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Partners as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, if Units are transferred during a taxable year, items of Company income, gain, loss and deduction for such period shall be allocated among the original Partners and the successor on the basis of the number of days each was a Partner during such period; provided, however, that if the Company has any extraordinary non-recurring items for the taxable year in which the transfer of Units occurs, such period shall be segregated into two or more segments in order to account for income, gain, loss, deductions or proceeds attributable to such extraordinary non-recurring items of the Company.

ARTICLE 4

MANAGEMENT

4.1 **The General Partner.** The business and the affairs and all powers of the Company shall be exercised by one or more General Partners; provided that regardless of the number of General Partners, the number of Units and Percentage Interest allocated to one or more General Partners shall under no circumstances exceed one (1) Unit or the applicable allocable Percentage associated therewith as set forth on Schedule A. A General Partner may resign at any time. In the event of resignation of the sole remaining General Partner, the Partners shall elect a new General Partner by vote of a Majority-In-Interest of Partners.

4.2 **Authority and Powers of the General Partner.** The General Partner shall have the exclusive right and power to manage, operate and control the Company and to do all things and make all decisions necessary or appropriate to carry on the business and affairs of the Company. In addition to the specific rights and powers herein granted to the General Partner, the General Partner shall possess and enjoy and may exercise all the rights and powers of a General Partner under the Act, including the full and exclusive power and authority to act for and to bind the Company. The scope of the General Partner’s power and authority shall encompass all matters connected with or incident to the business of the Company, including but not limited to the power and authority:

4.2.1 To spend and/or invest the capital and revenue of the Company to maximize return to the Company, including without limitation the acquisition of Company Property;

4.2.2 To manage, sell, develop, purchase, mortgage, improve, operate, and dispose of Company Property;

4.2.3 To employ persons, firms, and/or corporations for the sale, operation, management, syndication, and development of Company Property, including but not limited to sales agents, broker-dealers, attorneys, and accountants;

4.2.4 To employ agents, attorneys, accountants, engineers and other consultants or contractors who may be Affiliates of a Partner or the General Partner; however, any employment of such persons must be on terms not less favorable to the Company than those offered by unaffiliated persons for comparable services in the same area;

4.2.5 To acquire and/or sell personal or real property owned by the Company or in which the Company has an interest, lease real property, borrow on a secured or unsecured basis in the name of the Company, or grant Company property as security for a loan to the Company;

4.2.6 To hire and fire employees and appoint agents/representatives to manage the day-to-day operations of the Company;

4.2.7 To execute, acknowledge and deliver any and all instruments to effectuate any of the foregoing powers and any other powers granted to the General Partner by law or other provisions of this Agreement, and to take all other acts necessary, appropriate, or helpful for the operation of the Company business;

4.2.8 To enter into such agreements and contracts with parties and to give such receipts, releases, and discharges with respect to the business of the Company, that the General Partner, in its sole discretion, deems necessary or appropriate to own, sell, improve, operate, and dispose of Company Property or to effectively and properly perform its duties or exercise its powers hereunder;

4.2.9 To purchase, at the expense of the Company, such liability and other insurance as the General Partner, in its sole discretion, deems advisable to protect the Company's assets and business; however, the General Partner shall not be liable to the Company or the other Partners for failure to purchase any insurance, including earthquake insurance, unless such act or omission constitutes gross negligence or willful misconduct;

4.2.10 To sue and be sued, complain, defend, settle, and/or compromise, with respect to any claim in favor of or against the Company, in the name of and on behalf of the Company; and

4.2.11 To grant Company property as security for a loan to the Company and sign all documents required to grant such security interests in Company Property without the signatures or consents of the Partners, provided that such borrowing is in furtherance of the purpose of the Company.

4.3 The General Partner shall operate the Company in a manner that is designed to materially and substantively comply with the legal and policy requirements of the EB-5 Program administered by USCIS. In particular, the General Partner shall:

4.3.1 deploy the EB-5 Investment by each Limited Partner only towards job creating activity reasonably expected to be deemed "at-risk" activity by USCIS, through making of the Loan by the Company or any Reinvestment in a Replacement Project pursuant to Section 3.4.4 above, and keep such funds invested in the Project and avoid the occurrence of a Capital Event until the expiration of each Limited Partner's At-Risk Period;

4.3.2 not use reserve accounts designed to evade "at risk" investment requirements, and not enter agreements for redemption (including return on investment) of each Limited Partner's EB-5 Investment during such Limited Partner's At-Risk Period;

4.3.3 except as otherwise expressly provided for herein not redeem a Limited Partner's EB-5 Investment other than at fair market rates or as set forth in this Agreement during such Limited Partner's At-Risk Period;

4.3.4 maintain an ongoing business deploying capital to job-creating activity through investment by the Company in the Project until the later of (1) end of the period of conditional permanent residence for the Limited Partners in keeping with expressed USCIS policy at the time or (5) five years from first advancement of funds under the Loan;

4.3.5 follow the business plan for the Project as submitted for approval to USCIS, consulting with counsel and considering amended filings to USCIS before implementing any changes that could be considered material, and avoiding to the extent commercially feasible any changes that could be considered material;

4.3.6 maintain records concerning the expenditure of funds, employment of workers, and Project development in order to enable the General Partner to meet its obligations to USCIS and to provide information to Limited Partners preparing petitions to remove conditions from residence;

4.3.7 obtain approval of the U.S. Treasury Department's Office of Foreign Assets Control, or confirmation of no need for approval, before accepting an EB-5 Investment subscription from a Person who is a native or citizen or whose capital derives from a country subject to U.S. embargo or similar restriction, such as Iran; and

4.3.8 unless determined otherwise in the discretion of the General Partner, allocate jobs among the Limited Partners on a first-come-first-served basis from the date they complete all subscription steps described in any subscription agreement prepared and delivered by the Company. If an alternative method of job allocation is selected, the Company will provide a revised written job allocation order as part of the documentation to accompany the Limited Partners' I-829 Petitions to Remove Conditions on Permanent Residence.

4.4 Liability and Indemnification of the General Partner and EB5 Group Release. A General Partner shall not have any liability to the Company or to any Partner for any mistakes or errors in judgment, or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement. A General Partner shall be liable only for acts and/or omissions involving intentional wrongdoing. Actions or omissions taken in reliance upon the advice of legal counsel that are within the scope of a General Partner's authority hereunder shall be conclusive evidence of good faith; provided, however, a General Partner shall not be required to procure such advice to be entitled to the benefit of this subparagraph. In addition to the foregoing, and notwithstanding anything to the contrary herein, the Company and each of the Limited Partners hereby acknowledge, covenant, and agree that (i) in light of the SEC Action and other subsequent events, including the Termination Notice, the Company's Investment and Immigration Goals have been placed in material peril and jeopardy, (ii) as a result of the Partnership Modifications, as authorized by the Court Order and approved by the Limited Partners pursuant to the Limited Partner Solicitation, the Company and the Limited Partners have been provided with a material opportunity (but not a guaranty) to realize upon some or all of the Investment and Immigration Goals as originally envisioned, solicited, and offered by the Company to the Limited Partners, and (iii) the EB5 Group Accommodation, and the willingness of EB5 Group to accept and undertake the same, represents a material and necessary component of the Partnership Modifications approved by the Court Order which are critical for the ultimate success and realization of some or all of the Investment and Immigration Goals. In recognition of the EB5 Group Accommodation, the Company and the Limited Partners hereby release the

General Partner and EB5 Group (each a “Released Party”) from and after the Effective Date, to the extent enforceable under the Act and other applicable law, from all causes, judgments, suits, obligations, claims, demands, losses, liabilities, costs, damages, expenses, and fees (including, but not limited to, reasonable attorneys’ fees) incurred or suffered by the Company or any Limited Partner as a result of (a) a Released Party’s failure to perform any of such Released Party’s express or implied obligations hereunder or to achieve one or more results contemplated by this Agreement and the purposes of the Company, and (b) further including without limitation any failure, in whole or in part, of the Company or any Limited Partners to realize upon, achieve, or receive the benefits of some or all of the Investment and Immigration Goals as described in (x) the SEC Action and/or (y) any of the securities and other solicitation and offering materials provided, disclosed, and distributed by the Company to the Limited Partners in connection with their original acquisition of the Partnership Interest; but expressly excluding any acts of gross negligence or willful misconduct by the General Partner and/or EB5 Group. The indemnification and release provisions provided for hereunder are supplemental to and in addition of the indemnification provisions provided in Article 5 below.

4.5 Time Devoted to Company; Other Ventures. The General Partner shall devote so much of its time to the business of the Company as, in its judgment, the conduct of the Company’s business reasonably requires. The General Partner may engage in business ventures and activities of any nature and description independently or with others, whether or not in competition with the business of the Company, and neither the Company nor any of the other Partners shall have any rights in and to such independent ventures and activities or the income or profits derived therefrom by reason of the acquisition of Units.

4.6 Books and Records.

4.6.1 The General Partner shall maintain or cause to be maintained complete and accurate books of account (containing such information as shall be necessary to record allocations and distributions) including all records required to be kept at the Company’s principal office under the Act, and make such records and books of account available for inspection by any Partner, or any Partner’s duly authorized representative, during regular business hours and at the principal office of the Company, upon reasonable prior written notice and for any purpose related to his/her ownership of Units.

4.6.2 Within ninety (90) days after the end of each calendar year, there shall be prepared and distributed to all Partners reasonable tax-reporting information, in sufficient detail to enable such Partner to prepare such Partner’s federal, state, and local income tax returns.

4.6.3 Within ninety (90) days after the end of each calendar year, there shall be prepared and distributed to each Partner a balance sheet and a report of the receipts, disbursements, net profits and losses, and cash flow of the Company, and the share of the net profits and losses and cash flow of each Partner for such calendar year. Such balance sheet and report shall be prepared by the Company’s accountant in accordance with the method of accounting used by the Company for tax purposes.

4.7 Tax Matters Partner. The General Partner shall serve as the Tax Matters Partner of the Company, as provided in Regulations issued pursuant to Section 6231 of the Code. Each Partner, by the execution of this Agreement, consents to such designation of the Tax Matters Partner and agrees to execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. The Company shall indemnify and reimburse the Tax Matters Partner for all expenses, including legal and accounting fees, claims, liabilities, losses and damages incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Partners. The payment of all such expenses shall be made before any distributions to Partners are made by

the Company. The taking of any action and the incurring of any expense by the Tax Matters Partner in connection with any such proceeding, except to the extent required by law, is a matter in the sole discretion of the Tax Matters Partner.

4.8 **Tax Returns.** The taxable year of the Company shall be the calendar year. The General Partner shall, at the Company's expense, cause the Company to prepare and file all tax returns required to be filed by law for each fiscal year of the Company.

4.9 **Tax Elections and Adjustments.** The General Partner is authorized to cause the Company to make, forego, or revoke such elections or adjustments for federal income tax purposes as it deems necessary or advisable in its sole discretion, provided such elections or adjustments are consistent with federal income tax rules and principles, including but not limited to, a distribution of any Company assets or other property as described in Section 734 of the Code, or a transfer of an interest in the Company as described in Section 743 of the Code, an election pursuant to Section 754 of the Code to adjust the basis of the assets of the Company, or any similar provision enacted in lieu thereof. The Partners will, upon request, supply any information necessary to properly give effect to any such election or adjustment.

4.10 **Federal Income Tax Withholding.** The General Partner is authorized to withhold any sums required by the Internal Revenue Code even if such withholding conflicts with any of the terms and conditions of this Agreement or otherwise affects distributions, allocations, or payments to the Partners. In the event that the General Partner learns of a withholding obligation subsequent to the distribution to which the withholding obligation relates, the General Partner will issue an invoice to the Partner. If the invoice is not paid within sixty (60) days, the General Partner will charge the amount against the Partner's Capital Account. This Section will survive the termination of a Partner's status as a Partner.

4.11 **Fiscal Year.** The Fiscal Year of the Company for financial and federal, state, and local income tax purposes shall initially be the calendar year. The General Partner shall have authority to change the beginning and ending dates of the Fiscal Year if the General Partner, in its sole and absolute discretion, deems such change to be necessary or appropriate to the business of the Company, and shall give written notice of any such change to the Partners within thirty (30) days after the occurrence thereof.

4.12 **The Loan.** In conjunction with Section 7.4, the General Partner shall make all decisions and execute all agreements and documents concerning the investigation, selection, negotiation and acquisition of the Loan (or any Reinvestment pursuant to a Replacement Project as provided for in Section 3.4.4 above), including all matters in regard to the satisfaction of the job creation requirements of the EB-5 Program; and make all decisions and execute all agreements and documents concerning all investment decisions.

ARTICLE 5

INDEMNIFICATION

5.1 **Third Party Actions.** Except as may be in contravention of the Court Order, the Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action, suit, or proceeding by or in the right of the Company) by reason of the fact that he/she is or was a Partner, officer, or employee of the Company, or is or was serving at the request of the Company as a manager, trustee, officer, or employee of another company, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action,

suit, or proceeding if he/she acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Company and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

5.2 Derivative Actions. Except as may be in contravention of the Court Order, the Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit, including all appeals, by or in the right of the Company to procure a judgment in its favor by reason of the fact that he/she is or was a Partner, officer, or employee of the Company, or is or was serving at the request of the Company as a Partner, trustee, officer, or employee of another company, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Company, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for negligence or misconduct in the performance of his/her duty to the Company unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

5.3 Rights After Successful Defense. Except as may be in contravention of the Court Order, to the extent that a Partner, officer or employee has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 5.1 or 5.2, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him/her in connection therewith.

5.4 Other Determination of Rights. Except in a situation governed by Section 5.3, any indemnification under Section 5.1 or 5.2 (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the person is proper in the circumstances because he/she met the applicable standard of conduct set forth in Section 5.1 or 5.2. Such determination shall be made (a) by the General Partner, or (b) if there is no General Partner, by a Majority-In-Interest of disinterested Partners.

5.5 RESERVED.

5.6 Advances of Expenses. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Company in advance of the final disposition of such action, suit, or proceeding as authorized by the General Partner upon receipt of an undertaking by or on behalf of the Partner, officer, or employee, to repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by the Company.

5.7 Nonexclusiveness; Heirs. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law or under the Certificate of Limited Partnership, or any agreement, vote of Partners, any insurance purchased by the Company, or otherwise, both as to action in his/her or its official capacity and as to action in another

capacity while holding such office, and shall continue as to a person who has ceased to be a Partner, officer, or employee, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

5.8 **Insurance.** The Company may purchase and maintain insurance on behalf of any person who is or was a Partner, officer, or employee of the Company, or is or was serving at the request of the Company as a manager, officer, or employee of another company, partnership, joint venture, trust, or other enterprise against any liability asserted against him/her or it and incurred by him/her or it in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Article 5 or of the Act.

ARTICLE 6

EXPENSES

6.1 **Company Expenses.** The General Partner shall cause the Company to pay all ordinary course expenses arising from the operation of the Company and all extraordinary expenses of the Company. Extraordinary expenses may include without limitation: (1) all costs of borrowed money, including repayment of advances to the Company made by a Partner or the General Partner which shall be paid, at an interest rate equal to the prime rate of interest from time to time announced by [Bank of America], or its successors, to be its “prime rate” plus 1%; and (2) legal fees incurred in connection with any threatened or actual litigation, including any examination, audits, or enforcement action, by regulatory agencies, or other extraordinary legal action (“Ordinary Expenses”). The General Partner may pay Ordinary Expenses on behalf of the Company and to the extent that any Ordinary Expenses are paid by the General Partner, such expenses shall be reimbursed by the Company as provided for in Section 6.3 below. The extraordinary expenses shall be paid only with proceeds from Interest Income and Available Cash, and they shall not be paid with any portion of the EB-5 Investment of any Limited Partner.

6.2 **Organizational Expenses.** The Company shall bear and be charged with all costs and expenses pertaining to the organization of the Company, including, without limitation, legal and accounting expenses (collectively, the “Organizational Expenses”). The General Partner may pay Organizational Expenses on behalf of the Company, and, to the extent that any Organizational Expenses are paid by the General Partner, such expenses shall be reimbursed by the Company as provided for in Section 6.3 below. The Organizational Expenses shall only be paid with proceeds from Interest Income and Available Cash, and they shall not be paid with any portion of the EB-5 Investment of any Limited Partner.

6.3 **General Partner Operating and Overhead Expenses.** The Company shall bear, be charged with, and shall reimburse all costs and expenses reasonably incurred by the General Partner in connection with the ongoing operation and management of the Company as contemplated by and provided for in this Agreement, including without limitation (i) Ordinary Expenses pursuant to Section 6.1 above, (ii) Organizational Expenses pursuant to Section 6.2 above, and (iii) commercially reasonable and typical direct overhead and other allocable operating expenses incurred by the General Partner (the “DO Expenses,” and together with the Ordinary Expenses and the Organizational Expenses, collectively, the “Company Reimbursement Obligation”); [provided that under no circumstances shall the Company Reimbursement Obligation exceed the Annual Reimbursement Amount].

ARTICLE 7

PARTNERS

7.1 **Partners.** The Partnership was formed upon the filing and acceptance of a Certificate of Limited Partnership (the “Certificate”) with the Secretary of State of the State of Washington on September 5, 2013 (the “Formation Date”). Each Limited Partner listed in Schedule A is hereby acknowledged and affirmed as a Limited Partner of the Company and herein bound by the terms and conditions of this Agreement pursuant to the Court Order and the Limited Partner Solicitation. The General Partner shall at all times maintain a current and a past list setting forth (in alphabetical order) the full name, last known mailing address (including full street number), number of Units, and Percentage Interest of each current and former Partner of the Company. The names, full residential addresses, number of Units, and Percentage Interest of the initial Partners of the Company are as reflected on Schedule A hereto and are made part hereof. With each change in the Company’s partners (or any information on Schedule A), the Company shall revise such list to reflect such changes. Partners shall have only the rights and powers set forth in this Agreement unless otherwise provided by the Act.

7.2 **Meetings.** Meetings of Partners may be called by the General Partner. Not less than ten (10) or more than sixty (60) days before the date fixed for a meeting of Partners, written notice stating the time and place of the meeting, and - in the case of a special meeting - the purposes of such meeting, shall be given by or at the direction of the General Partner. The notice shall be given by personal delivery or by mail to each partner entitled to notice of the meeting who is of record as of the day next preceding the day on which notice is given or, if a record date therefor is duly fixed, of record as of said date; if mailed, the notice shall be addressed to the partners at their respective addresses as they appear on the records of the Company. Notice of the time, place, and purposes of any meeting of partners may be waived in writing, either before or after the holding of such meeting, by any Partners, which writing shall be filed with or entered upon the records of the meeting. The attendance of any partner at any such meeting without protesting the lack of proper notice, prior to or at the commencement of the meeting, shall be deemed to have waived notice of such meeting.

7.3 **Quorum; Adjournment.** At any meeting of Partners, whether present in person or by proxy, a Majority-In-Interest of Partners shall constitute a quorum for such meeting; provided, however, that no action required by law or by the Certificate of Limited Partnership to be authorized or taken by a designated proportion of the Percentage Interests of the Company, or a particular class thereof, may be authorized or taken by a lesser proportion; and provided, further, that the holders of a majority of the Percentage Interests represented thereat, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. Partners may participate in any meeting through telephonic or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute presence in person at such meeting.

7.4 **Voting of Partners.** On any matter presented to the Partners for their vote by the General Partner, or otherwise, each Partner shall have one vote for each Unit owned. The following actions shall require the approval of a Majority-In-Interest of Partners: (i) any modification to this Agreement materially changing the rights of the Partners; and (ii) approval of conversion or merger of the Company under the Act. Partners entitled to vote or to act with respect to Units in the Company may vote or act in person or by proxy. The person appointed as proxy need not be a Partner. Unless the writing appointing a proxy otherwise provides, the presence at a meeting of the person having appointed a proxy shall not operate to revoke the

appointment. Notice to the Company, in writing or in open meeting, of the revocation of the appointment of a proxy shall not affect any vote or act previously taken or authorized.

7.5 **Actions by Limited Partners.** Limited Partners, by a Vote of a Majority of Limited Partners, may do any of the following: (a) Advise the General Partner in connection with the business or operation of the Partnership; (b) agree to a material change in the terms of the Loan as proposed by the General Partner; (c) advise the General Partner in connection with the monitoring of the Loan; (d) advise the General Partner in connection with its relationship with the Regional Center and the Borrower; and (e) approve or ratify any other action, agreement or other item as may be requested by the General Partner from time to time.

7.6 **Action Without a Meeting.** Any action that may be authorized or taken at a meeting of Partners may be authorized or taken without a meeting in a writing or writings signed by all of the Partners entitled to vote on such matter, which writing or writings shall be filed with or entered upon the records of the Company. A facsimile, photographic, photostatic, facsimile, or similar transmission or reproduction of a writing signed by a Partner shall be regarded as signed by the Partner for purposes of this Section.

ARTICLE 8

RESTRICTIONS ON TRANSFER

8.1 **Transfers.** Except as may be expressly provided for (i) pursuant to the Court Order and pursuant to the Limited Partner Solicitation, or (ii) in Section 3.4.3 above, no Limited Partner may voluntarily Transfer all, or any portion of, or any interest or rights in, Units owned by the Limited Partner without the prior written consent and approval of the General Partner, which consent may be withheld in the General Partner's sole discretion. To the extent that the General Partner consents to a Transfer, such Transfer shall be permitted if (and only if) such Transfer (i) would not violate the then applicable federal and state securities laws and rules and regulations of the United States Securities and Exchange Commission (including, without limitation, Regulation D and Regulation S promulgated under the Securities Act of 1933, as amended (the "Securities Act")), the Investment Company Act of 1940 (the "Investment Company Act"), state securities commissions and any other governmental authorities with jurisdiction over such disposition; (ii) would not result in the Company being classified for federal income tax purposes as an "association taxable as a corporation" rather than as a partnership; (iii) would not prejudice or affect the continuity of the Company for the purposes of Section 708 of the Code; (iv) would not affect the Company's existence as a limited partnership under Washington law; (v) would not require the Company to register as an Investment Company under the Investment Company Act; and would occur after the Limited Partner's At-Risk Period. Each Partner acknowledges the reasonableness of this prohibition in view of the purposes of the Company, the EB-5 Program requirements, and the relationship of the Partners. The voluntary Transfer of any Units, or portion thereof, including Economic Interests, in violation of the prohibitions contained in this Article 8 shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Units are attempted to be transferred in violation of this Article 8 shall not be entitled to vote, receive distributions from the Company, or have any other rights in or with respect to the Units.

8.2 RESERVED.

8.3 **Involuntary Withdrawal.** Immediately upon the occurrence of an Involuntary Withdrawal, the successor of the withdrawing Partner shall thereupon become an Interest Holder, but shall not become a Partner. The successor Interest Holder shall have all the rights of an Interest Holder, but shall not be entitled by reason of the withdrawal to receive, in liquidation of the Units, the fair market value of the Partner's Economic Interest.

8.4 RESERVED.

8.5 **Effect of Assignment.** A Partner shall cease to be a Partner of the Company and to have the power to exercise any rights or powers of a Partner upon transfer of all of the Partner's Units.

8.6 **Rights of Interest Holders.** Interest Holders have no voting rights in the Company and are only entitled to the Economic Interest attributable to the Units transferred, subject to the terms and conditions set forth in this Agreement.

8.7 **Admission of Additional or Replacement Limited Partners.** A Person may be admitted as an additional Limited Partner or a replacement Limited Partner as a result of transfer pursuant to this Section 8, and, upon such admission, shall be admitted to all the rights, including Economic Interests and voting rights, of the Units upon approval of the General Partner. The General Partner may grant or withhold the approval of such admission in its sole and absolute discretion provided that no Person shall be admitted as a Limited Partner if such admission would require the Company to register as an Investment Company under the Investment Company Act. If so admitted, such newly admitted Limited Partner shall have all the rights and powers and be subject to all the restrictions and liabilities of the Units granted or assigned. The admission of an Interest Holder to the Partnership, without more, shall not release the Limited Partner originally assigning the Units from any liability to the Company that may have existed prior to the admission of the Interest Holder as a Limited Partner of the Company. No Limited Partners admitted after the date of this Agreement shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The General Partner may, at the time a Limited Partner is admitted, close the books and records of the Company (as though the Fiscal Year had ended) or make pro rata allocations of loss, income, and expense deductions to such Partner for that portion of the Fiscal Year in which such Limited Partner was admitted in accordance with the Code. Notwithstanding anything to the contrary herein, in the event that any additional Limited Partners are admitted to the Company as provided for in this Section 8.7, such additional Limited Partners shall not be admitted on terms and conditions materially more favorable or beneficial than the terms and conditions provided to the existing Limited Partners as of the Effective Date.

8.8 **Report of Transfer.** The General Partner shall report to USCIS any Transfer of a Unit held by a Limited Partner occurring prior to the end of the At-Risk Period of such Limited Partner.

ARTICLE 9

DISCLOSURES AND REPRESENTATIONS

9.1 **Disclosure by Company.** In connection with the sale of the Units to the Partners hereunder, the Company hereby discloses that the Units have not been registered under the Securities Act, and are being offered and sold by the Company pursuant to an exemption from registration provided by Section 4(2) of the Securities Act, Regulation D and Regulation S promulgated thereunder, and exemptions available under applicable state securities laws and regulations.

9.2 **Representations and Warranties of the Partners.** In connection with a Limited Partner's acquisition of Units, each Limited Partner represents and warrants to the Company and the General Partner, which representations and warranties shall survive the consummation of the Limited Partner's acquisition of such Units, as follows: (a) the Limited Partner's principal residence is located within the country, state/province, and at the address listed in Schedule A hereto; (b) the Limited Partner is aware that no market exists for the resale of a Units; (c) the Limited Partner is acquiring the Units for investment and not

for distribution; (d) the Limited Partner is aware of any and all restrictions imposed by the Company on the sale or transfer of the Units, including, but not limited to, any restrictive legends appearing on the certificate(s) and/or other document(s) evidencing the Units; (e) the Limited Partner acknowledges and understands that the Company has been organized with the intention that it qualify for taxation as a partnership for U.S. federal income tax purposes, (f) the Limited Partners acknowledges that the provisions of Subchapter K of the Code, and the Regulations promulgated thereunder, will apply to the Company, and intends that the allocations of taxable income and loss, distributions to the Limited Partners, and maintenance of Capital Accounts all conform to the requirements of the Code and the applicable Regulations; (g) the Limited Partner has full legal capacity to perform his/her obligations hereunder; (h) the Limited Partner's performance of this Agreement does not conflict with any other material agreement or arrangement to which the Limited Partner is a party or by which he/she is bound or with any law or regulation to which the Limited Partner is subject; and (i) this Agreement constitutes the valid, binding, and enforceable agreement of the Limited Partner.

ARTICLE 10

WITHDRAWAL; DISSOLUTION AND WINDING UP

10.1 **Withdrawal.** Except as provided (i) by law, (ii) pursuant to the Court Order and the Limited Partner Solicitation, or (iii) in Section 3.4.3, no Limited Partner shall have the right or the power to Voluntarily Withdraw or resign from the Company or terminate a Partnership Interest. The death, incompetency, adjudication of bankruptcy, whether voluntary or involuntary, or the Bankruptcy or dissolution of a Partner during the term of this Agreement, shall not affect the Company or its business. Any Voluntary Withdrawal in violation of this Agreement shall entitle the Company to damages for breach, which may be offset against the amounts otherwise distributable to such Limited Partner.

10.2 **Termination of the Company.** The Company shall be terminated and dissolved only (i) if required by the Act, (ii) in accordance with Section 3.4.3 following an applicable Capital Event occurring not earlier than the end of the At-Risk Period with respect to each Limited Partner, or (iii) as may otherwise be provided for in Section 3.4.4.

10.3 **Winding Up.** Upon the termination and dissolution of the Company pursuant to Section 10.2 above, a full and general accounting shall be taken of the Company's business, and the affairs of the Company shall be wound up. Any profits earned or losses incurred since the last accounting shall be allocated among, or borne by, the Partners in the same manner as Profits and Losses. The General Partner shall wind up and liquidate the Company by selling the Company's assets, or by distributing such assets in kind, subject to the Company's liabilities, or by a combination thereof, as determined by the General Partner. The proceeds of such liquidation shall be applied and distributed in the following order of priority, by the end of the taxable year during which the liquidation occurs (or, if later, within ninety (90) days after the date of the liquidation): (a) to the payment of the debts and liabilities of the Company; (b) to the setting up of any reserve which the General Partner shall reasonably deem necessary to provide for any contingent or unforeseen liabilities or obligations of the Company, with any excess in such reserve remaining after such liabilities are satisfied to be distributed as soon as practical in the manner hereinafter set forth; (c) to the Partners pro rata in proportion to and to the extent of the balances of their respective Capital Contributions as of the date of such distribution; and (d) the balance of the proceeds, if any, shall be distributed in accordance with the positive Capital Account balances of the Partners after taking into account all Capital Account adjustments for the Company's taxable year during which such liquidation occurs.

10.4 **Statement.** The Partners shall be furnished with a statement prepared by the Company's accountants, which shall set forth the assets and liabilities of the Company as of the date of complete liquidation.

10.5 **Return of Capital Contributions.** Notwithstanding anything in this Agreement to the contrary, neither the General Partner nor any Limited Partner shall be personally liable for the return of Capital Contributions of Partners, or any portion thereof, it being expressly understood that any such return of Capital Contributions of the Partners shall be made solely from Company assets. The provisions of Section 4.4 and Article 5 shall expressly include and provide affirmative coverage for the provisions of this Section 10.5 as and where applicable.

ARTICLE 11

RESERVED

ARTICLE 12

SPECIAL AND LIMITED POWER OF ATTORNEY

12.1 **Power of Attorney.** The General Partner shall at all times during the existence of the Company have a special and limited power of attorney as the attorney-in-fact for each Limited Partner with power and authority to act in the name and on behalf of each Limited Partner to make, execute, swear to, verify, acknowledge, correct, and file the following documents and any other documents deemed by the General Partner to be necessary for the business of the Company: (i) this Agreement and any amendments hereto; (ii) any certificate of Limited Partnership for the Company and amendments thereto required or permitted or deemed advisable by the General Partner to be made or filed on behalf of the Company, and any and all certificates or other instruments necessary to qualify the Company as a Limited Partnership; (iii) any other instrument or document that may be required to be filed by the Company under the laws of any state or by a government agency or which the General Partner deems advisable to file; (iv) any instrument or document that may be required to effect the continuation of the Limited Partner, or the dissolution and termination of the Company (provided such continuation, admission, or dissolution and termination are in accordance with the terms of this Agreement); (v) all documents necessary to enable the General Partner to carry out powers of the General Partner including but not limited to granting Company Property as security for Company obligations and sale or conveyance of Company Property. This power of attorney is a special power of attorney coupled with an interest, is irrevocable, shall survive the death of each Limited Partner and is limited to those matters herein set forth.

ARTICLE 13

MISCELLANEOUS

13.1 **Amendments.** Except as provided for pursuant to the Court Order and the Limited Partner Solicitation, this Agreement may be amended only with the written approval of a Majority-in-Interest of the Partners; provided, however that the General Partner shall have the power to amend this Agreement as the General Partner shall deem to be beneficial or necessary in the sole judgment of the General Partner in order to comply with the EB-5 Program. The General Partner shall provide copies of any amendments to this Agreement to the Limited Partners as soon as practicable after such amendments become effective.

13.2 **Notices.** All notices, consents or other instruments hereunder shall be in writing and mailed by United States mail, postage prepaid, and shall be directed to the parties hereto at the last addresses of the parties furnished by them in writing to the Company, and to the Company at its principal office. The Company and/or any Partner shall have the right to designate a new address for receipt of notices by notice addressed to the Partners and the Company and mailed as aforesaid. Such notices shall be made a permanent part of the Company records.

13.3 **Obligations and Rights of Transferees.** Any person who acquires in any manner whatsoever Units of the Company, irrespective of whether such person has accepted and assumed in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefit of the acquisition thereof to have agreed to be subject to, and to be bound by, all the obligations of this Agreement with the same force and effect as any predecessor in interest of such person.

13.4 **Benefit and Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective next of kin, legatees, administrators, executors, legal representatives, nominees, successors, and permitted assigns.

13.5 **Integration.** This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

13.6 **Governing Law.** This Agreement and the rights of all parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to the conflicts of laws principles thereof.

13.7 **Severability.** If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement. If such invalidity or unenforceability is due to the court's determination that the provision's scope is excessively broad or restrictive under applicable law then in effect, the parties hereby jointly request that such provision be construed by modifying its scope so as to be enforceable to the fullest extent of applicable law then in effect. If any provision is held to be invalid or unenforceable with respect to a particular circumstance, such provision shall nevertheless remain in full force and effect in all other circumstances.

13.8 **No Waiver.** The waiver by any party hereto of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and shall not affect any subsequent breach of the same or different provisions of this Agreement.

13.9 **Further Assurances.** Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper, or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, including using all commercially reasonable efforts to remove any legal impediment to the consummation or effectiveness of such transactions and to obtain any consents and approvals required under this Agreement.

13.10 **Neutral Construction.** The construction and interpretation of any clause or provision of this Agreement shall be construed without regard to the identity of the party that prepared this Agreement, and no presumption shall arise as a result that this Agreement was prepared by one party or the other.

13.11 **Attorneys' Fees.** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover all attorneys' fees and expenses incurred in connection with such dispute and any appeals thereof.

13.12 **Injunctive Relief.** Without intending to limit the remedies available to any party hereto, each party hereby acknowledges that a breach of any restrictive covenants contained in this Agreement may result in material and irreparable injury to the other party for which there is no adequate remedy at law, and that it may not be possible to measure damages for such injuries with reasonable certainty. In the event of such a breach or threat thereof, a party shall be entitled to a temporary restraining order and/or a preliminary injunction restraining any other party from engaging in activities prohibited by this Agreement or such other relief as may be required to specifically enforce any of the covenants in this Agreement. The parties expressly agree that it shall not be a defense in such an injunction action that a party had previously breached this Agreement.

13.13 **Representation of Counsel.** All parties acknowledge that they have been advised to seek independent legal counsel in connection with the transactions contemplated hereunder. All parties represent and warrant that they have relied exclusively upon the advice of their respective independent legal counsel and are not entering into this Agreement based upon any representation of any other party or any other party's counsel.

13.14 **Jurisdiction.** Any and all legal proceedings to enforce this Agreement, or to enforce or vacate any judgment or award rendered therein, whether in contract, tort, equity, or otherwise, shall be brought in the state or federal courts sitting in the district encompassing King County, Washington, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it, and agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law.

13.15 **Force Majeure.** No party hereto shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or a party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other parties prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

13.16 RESERVED.

13.17 **Translations.** Each Limited Partner represents and warrants to the Company and the General Partner that the Limited Partner reads and understands English or has had this Agreement, any subscription agreement prepared and delivered by the Company, and all other documents related thereto translated by a trusted advisor into a language that the Limited Partner does understand. However, the Limited Partner agrees that only this Agreement, any subscription agreement prepared and delivered by the Company, and the other documents related hereto and thereto in English shall have any legal force or effect, and any document translated by any person or entity other than the Partnership shall have no force or effect and shall not bind the Partnership, the General Partner, or any of their respective affiliates.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO
FIRST AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF
PATH AMERICA TOWER, LP**

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

THE GENERAL PARTNER:

PATH AMERICA KINGCO LLC,
a Washington limited liability company

By: EB5 Group, LLC,
a Nevada limited liability company
Its: Sole Member

By: _____
Its: _____

THE LIMITED PARTNERS:

Each Limited Partner listed in Schedule A attached hereto is affirmed as a Limited Partner of the Company pursuant to the Court Order and the Limited Partner Solicitation and is bound by this Agreement pursuant thereto.

**SCHEDULE A to First Amended and Restated Limited Partnership Agreement
of Path America Tower, LP**

PARTNERS, UNITS

[As of August , 2016]

<u>Name and Address of General Partner</u>	<u>No. of Units</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Path America KingCo LLC c/o EB5 Group, LLC 100 N City Parkway, Suite 1700 Las Vegas, NV 89106	—	US\$0	—%

**Names and Addresses
of Limited Partners** **No. of Units** **Capital Contribution** **Percentage Interest**

_____ _____ _____	1	\$500,000.00	__%
_____ _____ _____	1	\$500,000.00	__%
_____ _____ _____	1	\$500,000.00	__%
TOTAL	_____	[\$ _____]	__%