

**DEVI MANOR HOME INVESTORS LLC**

**SUBSCRIPTION AGREEMENT I**

**(Offerings to Non-U.S. Subscribers)  
(Regulation S)**

**THIS OFFERING IS MADE PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER REGULATION S PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) TO NON-U.S. INVESTORS AND UNDER REGULATION D OF THE SECURITIES ACT TO U.S. INVESTORS.**

**THE INTERESTS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR UNDER ANY STATE OR FOREIGN ACTS AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED, OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACTS OR AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED.**

**THE INTERESTS OFFERED HEREUNDER MAY BE RESOLD WITHIN THE JURISDICTION OF THE UNITED STATES OR TO U.S. PERSONS AS DEFINED IN RULE 902(K) OF REGULATION S UNDER THE SECURITIES ACT, BY OR FOR THE ACCOUNT OF THE UNDERSIGNED NON-U.S. INVESTOR ONLY PURSUANT TO THE TERMS OF THE ISSUER’S OPERATING AGREEMENT AND (I) PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT; OR (II) PURSUANT TO AN APPLICABLE EXEMPTION, IF ANY, FROM SUCH REGISTRATION UNDER THE SECURITIES ACT.**

**THE RESALE OF THESE SECURITIES UNDER RULE 903 OF REGULATION S AND OTHER REGULATIONS UNDER THE SECURITIES ACT, IF APPLICABLE, IS PROHIBITED BEFORE THE EXPIRATION OF ANY RESTRICTED PERIOD REQUIRED BY RULE 903 OF REGULATION S.**

**THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITY OTHER THAN THE SECURITIES OFFERED HEREBY, NOR DOES IT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED, OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO.**

Devi Manor Home Investors LLC  
Attn: Harshad Patel, MD  
6095 Pine Mountain Road, Building 300  
Kennesaw, Georgia 30152

Dated as of \_\_\_\_\_, 202\_

Ladies/Gentlemen:

**1. Subscription.** Upon execution of this agreement ("Subscription Agreement"), I the undersigned, hereby subscribe for and agree to purchase one (1) Series A Membership Interest (each, an "Interest", and collectively, the "Interests") of **Devi Manor Home Investors LLC**, a Georgia limited liability company (the "Company"), in an amount equal to \$855,000. The subscription amount will be bifurcated as follows: (a) a \$800,000 investment and capital contribution to the Company ("EB-5 Investment") made only by wire to the account specified in Section 8 hereof; and (b) a \$55,000 administration fee ("Administration Fee") to the Company made only by wire to the separate account specified in Section 8 hereof. AHRC GA LLC (the "Managing Member" or the "RC") has sole discretion to reject this subscription. This subscription shall be deemed accepted only when signed by the Managing Member. I agree that the Managing Member need not accept subscriptions in the order received and that it may reject subscriptions in its sole discretion. Capitalized terms used herein and not defined shall have the respective definitions given to them in the Confidential Private Placement Memorandum dated August 2022 (the "Private Placement Memorandum"), as amended from time to time. The Private Placement Memorandum concerns the development of a new Devi Manor Home for Life, a skilled Nursing Home in Kennesaw, Georgia (the "Project").

**2. Conditions.** This offer is made subject to the condition that the Company is duly organized and validly existing under the laws of the State of Georgia.

**3. Indemnification.** I agree to indemnify and hold the Company, the Managing Member, and their officers, employees, managers, members, successors, assigns, and any person acting on behalf of the Company, harmless from any and all damage, loss, liability, cost, and expense (including attorneys' fees), which any of them may incur by reason of my failure to fulfill any of the terms or conditions of this Subscription Agreement, or by reason of any breach of the representations and warranties made by me in this Subscription Agreement or in any other document provided by me to the Company. All representations, warranties and covenants contained in this Subscription Agreement, and the indemnification contained in this Section 3, shall survive the Company's acceptance of my Subscription.

**4. Verification.** I authorize the Company to verify any of the information contained in this Subscription Agreement and I understand that I may be required to furnish additional information to verify the same.

**5. Representations, Warranties, Covenants and Acknowledgements.** To induce the Company to accept this subscription and to issue the Interests, the undersigned hereby represents, warrants, covenants, and acknowledges to the Company that:

(a) I understand that the current published USCIS regulation (which is under litigation in court) states that previously approved Regional Centers must be re-designated from the USCIS again through approval of form I-956, a time it could take to process is unknown. USCIS has history of unpredictability, extremely low productivity with creation of huge backlog of workloads, missing their own goals over and over, taking a harsh stand on preponderance of the evidence standard for processing applications, and litigating cases on the grounds they have lost before. Investor may not be able to file his or her petition form I-526E prior: (i) form I-956 approval, and (ii) filing of form I-956F, Application for approval of Investment in a commercial Enterprise. The RC may not have achieved steps (i) and/or (ii).

(b) I may be required to file my signed disclosure with form I-526E that reflects all fees, ongoing interest, and other compensation paid to any person that the RC or the Company knows has received, or will receive, in connection with the investment, including compensation to agents, finders, or broker dealers involved in the offering, to the extent not already specifically identified in the business plan filed by the Company.

(c) I am acquiring the Interests solely for my own account, for investment purposes only, and not with a view to the resale, division, or distribution thereof or the grant of any participation therein, and I have no present intent to distribute or sell to any other person the Interests or to grant any participation therein. I will not distribute or sell to any other person the Interests nor grant any participation therein, in either event, except in accordance with the Securities Act, the Operating Agreement of the Company, and with the express prior written consent of the Company.

(d) I understand the Interests have not been and will not be registered under the Securities Act or applicable state or other jurisdictional securities laws, in reliance on exemptions from the registration provisions of the Securities Act and such laws. I understand the Company will have no obligation to register the Interests at any time. I further understand the Company will not be obligated to, and will not, file periodic reports under the Securities Exchange Act of 1934, unless required pursuant to the provisions thereof.

(e) I acknowledge that I am familiar with Regulation S under the Securities Act, and certify that I am not a "U.S. Person" as that term is defined in Rule 902 of Regulation S, meaning I am not a natural person residing in the United States. I also acknowledge that at the time of the offering of the Interests and at the date hereof that I am located outside the United States.

(f) I understand that of the purchase price for the Interests of \$855,000, eight hundred thousand (\$800,000) shall constitute an EB-5 Investment and fifty-five thousand

(\$55,000) shall constitute an Administration Fee. I also understand that if this subscription is accepted, the Company will endeavor to refund my EB-5 Investment, under the terms described in the Private Placement Memorandum and the Operating Agreement, upon receipt by the Company of notice from my immigration attorney that I am in receipt of a final action and denial of my I-526E petition. No assurances can be given that funds will be available to make such refunds.

At such time as the Company has confirmed that (i) AHRC GA LLC remains in good standing with the USCIS, and (ii) my I-526E petition has been filed with USCIS (as evidenced by an I-797C Notice of Action issued by USCIS and indicating the petition has been received), the Company shall, subject to the receipt of the purchase price from me for the Interest and further provided that such funds have cleared through normal banking channels, my EB-5 Investment within the Operating Account will be available for distribution to Dr. Harshad. Patel, Devi Manor Home for Life Investment LLC, and Devi Manor Home for Life LLC to fund the Project.

In the event the Company receives a written notice from me or a subscriber or his or legal counsel issued by the USCIS that such subscriber's I-526E petition has been denied (without appeal or after denial of any appeal) by USCIS, the Company will return the EB-5 Investment, if such funds are still in the Company's operating account, to the denied subscriber identified in such written direction, without deduction or payment of preferred return or interest, in accordance with the terms and conditions set forth in the Company's Operating Agreement. The refund shall be made to the subscriber's originating bank account if it is still in operation or its equivalent in the subscriber's home country. The Company shall endeavor to fund the remainder of the EB-5 Investment of such denied subscribers so the Company can continue operations without a deficit being caused by the refund of the denied subscriber's EB-5 Investment, in accordance with the terms and conditions set forth in the Company's Operating Agreement.

In the event there are insufficient funds available in the Company's general operating account to refund all of the EB-5 Investment to the denied subscriber, then such refund may be delayed until there are funds available to refund the denied subscriber. In the event the Company is unable to refund a denied subscriber's EB-5 Investment, the Company shall use reasonable best efforts to seek a substituting subscriber to facilitate the Company's ability to refund the denied subscriber. Notwithstanding the foregoing, no such substitution shall be made at such time as all of the EB-5 Investments have been funded to the Company. The Class B Member has agreed to assist the Company to repay denied investors if no substitute investor is available. The Company shall have no liability to the Class B Member, the Company, the Managing Member or any subscriber in the event that any or all of the EB-5 Investments are not returned to a subscriber for any reason, provided the actions taken are in accordance with the provisions of this Agreement or the Operating Agreement.

If the Closing Conditions have not been satisfied within the Offering Period, the Company will promptly refund each subscriber's EB-5 Investment without the preferred return or interest. Except as provided in the Subscription Agreement, and as described herein, the EB-5 Investment is not otherwise refundable for any reason, in whole or in part, upon the Subscriber's request. The Company reserves the right to refund a Subscriber's EB-5 Investment in the best interest of the Company, in its sole discretion. If the Closing Conditions have been satisfied, the

Company may continue to offer Interests up to the Maximum Offering Amount and the EB-5 Investments relating thereto will be deposited into the Operating Account and disbursed, as described above.

The Administration Fees will not be held in escrow and will be available for the Company's use upon its receipt. If the conditions for the release of funds from the Operating Account have not been satisfied during the Offering Period, the Company will not have sufficient funds to refund the Administration Fee to subscribers. In such event, subscribers will be at risk for any shortfall in funds available to pay fully Administration Fee refunds, and subscribers agree that they will be unable to seek such shortfall from the Company, Managing Member or their affiliates thereof or from any other person. In the event of a denial of subscribers' I-526E petitions, if such USCIS denial is not due to fraud or material omissions by the Subscriber, the Company will endeavor to reimburse the Subscriber's paid Administration Fee after deducting \$27,500 for the expenses. The Managing Member, in its sole discretion, may reduce or accept a lesser amount of Administration Fees from a subscriber as it may deem appropriate.

(g) I recognize my investment in the Interests involves substantial and material risks, and I am fully aware of and accept such risks. I have received and read the Private Placement Memorandum relating to this offering and I fully understand the risk factors stated therein.

(h) I have not relied on any oral or written representation or statement made by the Company or by any person except as set forth in the Private Placement Memorandum relating to this offering.

(i) I certify that I have performed and am relying on my own investigation and due diligence in connection with my purchase of the Interests. I understand that the Company has made "forward-looking statements" to me including future plans, objectives, projections and financial performance. I acknowledge that the Company cannot and does not guarantee future results or financial performance of such forward-looking statements. Due to the risks and uncertainties of such forward-looking statements, I cannot rely and have not relied upon any forward-looking statements in making my investment decision.

(j) I have had an opportunity to ask questions of and request additional information from the Company, and I have received any answers and additional information so requested and necessary to evaluate the Offering reasonably.

(k) I have such knowledge and experience in business, and financial matters that I am capable of evaluating the Company, its proposed business, the EB-5 Program as described in the Private Placement Memorandum, and the merits and risks of an investment in the Company, and I have made an informed investment decision to purchase the Interests.

(l) I: (i) have adequate means of providing for my current needs and possible contingencies; (ii) have no need for liquidity in this investment; (iii) believe the nature and amount of my investment is suitable for me and consistent with my overall investment program and financial position; (iv) believe my overall commitment to investments, which are not readily

marketable, is not disproportionate to my net worth and my investment in the Interests will not cause such overall investment commitment to become excessive; (v) am under no present or contemplated future need to dispose of the Interests to satisfy any existing or contemplated undertaking, commitment, or indebtedness; (vi) am able to bear the economic risks of my investment in the Interests for an indefinite period of time; and (vii) can afford a complete loss of my investment in the Interests.

(m) I am at least 18 years of age and have the legal capacity to execute, deliver, and perform this Subscription Agreement or, if I have not attained the age of 18, I have executed this Subscription Agreement along with the guidance supervision and assistance of my parent or legal guardian who have also executed this Subscription Agreement. If co-executed by my parent or legal guardian, such signature acknowledges (i) his or her experience in investing in restricted securities; (ii) that he or she has explained in detail to me the risks and nature of the investment in the Class A Interests; and (iii) he or she believes that the investment in the Company being made hereby is in my best interest.

(n) I have not received the offer to subscribe for the Interests pursuant to any directed selling efforts made in the United States by the Company or anyone affiliated with or acting on behalf of the Company.

(o) All information and representations I have provided to the Company are true and correct in all respects. I agree to notify the Company immediately if any such information becomes incorrect.

(p) This Subscription Agreement constitutes my valid and binding obligation to offer to purchase the Interests, enforceable against me in accordance with its terms.

(q) I certify that I am not a Prohibited Person and I am not in violation of any Anti-Terrorism Laws or Sanctions, as such terms are defined in the Private Placement Memorandum.

(r) The Company will not bear any legal costs associated with each potential investor's subscription under this Offering for the Series A Interests. Each investor is responsible for hiring their own attorney for filing of each of the requisite forms to USCIS to participate in the Immigrant Investor Program. Investors must pay for all filing fees and legal expenses directly to USCIS and legal counsel, respectively. On occasion, the Regional Center may assist temporarily and pay attorney fees on behalf of an investor from the investor's payment of the Administration Fee. Thereafter, such investor is required to reimburse the Regional Center of such out-of-pocket costs incurred at the investor's earliest convenience.

## **6. General Information.**

(a) PLEASE PRINT NAME(S) IN WHICH YOUR INTERESTS ARE TO BE REGISTERED:

Name: \_\_\_\_\_

Taxpayer Identification Number of Subscriber: \_\_\_\_\_



Passport Number: \_\_\_\_\_

(b) Country of Residence: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
(No P.O. Boxes please)

Email: \_\_\_\_\_

## 7. Miscellaneous.

(a) Controlling Law. All questions related to the interpretation, construction, and enforcement of this Subscription Agreement will be determined in accordance with the laws of the State of Georgia (without giving effect to its internal conflicts of law principles).

(b) Binding Nature of Subscription Agreement and No Assignment. This Subscription Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns, except that no party may assign or transfer its rights or obligations under or interest in this Subscription Agreement without the express prior written consent of the other parties hereto.

(c) No Third-Party Beneficiaries. The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

(d) Translation. This Subscription Agreement has been prepared in the English language. In the event any translation of this Subscription Agreement is prepared for convenience or any other purpose, the provisions of the English version shall prevail. If there is any discrepancy between a translated and the English version, the English version shall prevail.

(e) Execution in Counterparts and Electronically. This Subscription Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute the same instrument. If executed in multiple counterparts, this Subscription Agreement shall become binding when two or more counterparts hereto, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. Any photographic, photocopy, electronic, or similar reproduction copy of this Subscription Agreement, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Subscription Agreement.

(f) Incorporation by Reference. The Private Placement Memorandum and all exhibits thereto are incorporated into this Subscription Agreement by reference as though fully set forth herein.

(g) Entire Agreement. This Subscription Agreement, along with the Private Placement Memorandum, contains the entire understanding among the parties hereto with

respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written.

(h) Amendments and Modifications. This Subscription Agreement may not be amended or modified other than by an agreement in writing signed by both of the parties.

(i) Expenses of the Parties. Each party shall bear the expenses incurred by such party in connection with the negotiation and execution of this Subscription Agreement and the consummation of the transactions contemplated hereby.

(j) Waiver of Jury Trial. THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST EITHER OF THEM RELATED TO THIS SUBSCRIPTION AGREEMENT. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX TRANSACTIONS ARE MORE QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON, THE PARTIES PREFER, BASED ON THE ADVICE OF THEIR COUNSEL, THAT ANY DISPUTE BE RESOLVED BY A JUDGE APPLYING APPLICABLE LAW.

(k) Recovery of Fees by Prevailing Party. The parties agree that if any party seeks to resolve a dispute hereunder pursuant to a legal proceeding, the prevailing party in such proceeding shall be entitled to recover from the other party reasonable fees and expenses (including reasonable counsel fees and expenses) incurred in connection with such proceeding.

(l) Survival of Representations. All warranties, representations, agreements, and covenants made by a party herein shall: (i) be considered to have been relied upon by the other party and shall survive the closing under this Subscription Agreement, regardless of any investigation made by any party or information about any breach known to any party prior to the closing; (ii) continue in full force and effect; and (iii) provide a basis for the remedies provided for herein or otherwise available to the non-breaching party. No representation or warranty contained herein shall be deemed to have been waived, affected or impaired by any investigation made by or knowledge of any party to this Subscription Agreement.

#### 8. Wiring Instructions.

<b>INVESTMENT: \$800,000.00</b> Bank Name: PNC BANK NA 1730 Oak Tree Rd, Edison, NJ. 08820, Attn: Niveen Saleeb Swift Bic: PNCCU533 ACH Routing: 031207607 Beneficiary: Devi Manor Home Investors LC 6095 Pine Mountain Rd, Kennesaw, GA. 30152 Account No.: 8133282933	<b>ADMINISTRATIVE FEE: \$55,000</b> Bank Name: PNC BANK NA 1730 Oak Tree Rd, Edison, NJ. 08820, Attn: Niveen Saleeb Swift Bic: PNCCU533 ACH Routing: 031207607 Beneficiary: Devi Manor Home Investors LC 6095 Pine Mountain Rd, Kennesaw, GA. 30152 Account No.: 8133282933
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[SIGNATURE PAGE FOLLOWS]



**SIGNATURE PAGE FOR NON-U.S. SUBSCRIBERS**

**IN WITNESS WHEREOF**, intending to bind, irrevocably, the undersigned and the personal representatives, successors, and assigns of the undersigned and to be bound by this Subscription Agreement, the undersigned is executing this Subscription Agreement on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print name of subscribing individual

\_\_\_\_\_  
Signature

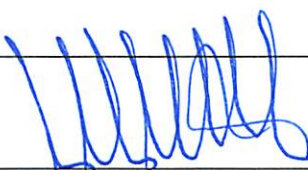
\_\_\_\_\_  
Print name of co-subscriber or parent or legal guardian if the Subscriber has not yet attained the age of 18.

\_\_\_\_\_  
Signature

ACCEPTED ON \_\_\_\_\_, 202\_\_

DEVI MANOR HOME INVESTORS LLC,  
a Georgia limited liability company

By: AHRC GA LLC,  
a Georgia limited liability company

\_\_\_\_\_  
By:   
Authorized Representative of the  
Managing Member