OPERATING AGREEMENT

OF

DEVI MANOR HOME INVESTORS LLC

A State of Georgia Limited Liability Company

Sponsored by

AHRC GA, LLC
a USCIS-designated regional center

TABLE OF CONTENTS

PAGE

ARTICLE I 4

GENERAL 4

1.1 FORMATION 4
1.2 NAME. 4
1.3 REGISTERED OFFICE AND PRINCIPAL OFFICE OF THE COMPANY 4
1.4 PURPOSE; POWERS 4

ARTICLE II 4

DEFINITIONS 4

ARTICLE III 6

MEMBERSHIP INTERESTS 6

3.1 MEMBERS SCHEDULE 6
3.2 ADMISSION OF NEW MEMBERS 6

ARTICLE IV 6

CAPITAL; CAPITAL ACCOUNTS 6

4.1 CAPITAL CONTRIBUTIONS 6
4.2 CAPITAL ACCOUNTS 7
4.3 ALLOCATIONS AND DISTRIBUTIONS 8
4.4 INTEREST 9
4.5 NO WITHDRAWAL 9
4.6 LOANS FOR INVESTING MEMBERS 9
4.7 REIMBURSEMENT 10
4.8 RECORDS AND ACCOUNTING 10

ARTICLE V 10

MANAGEMENT AND OPERATION OF THE BUSINESS 10

5.1 MANAGEMENT 10
5.2 RELIANCE BY THIRD PARTIES 11
5.3 OUTSIDE ACTIVITIES; CONFLICTS OF INTEREST 12
5.4 RESOLUTION OF CONFLICTS OF INTEREST 12
5.5 RELIANCE BY THE MANAGING MEMBER 12
5.6 LOANS; CONTRACTS WITH AFFILIATES 13
5.7 INDEMNIFICATION 13
5.8 LIABILITY OF INDEMNITEES 14

ARTICLE VI 14

RIGHTS AND OBLIGATIONS OF INVESTING MEMBERS 14

6.1 LIABILITY OF INVESTING MEMBERS 14
6.2 PARTICIPATION IN MANAGEMENT 14
6.3 OUTSIDE ACTIVITIES 14
6.4 WITHDRAWAL OF CAPITAL 14
6.5 INSPECTION RIGHTS 14
6.6 CONSENT RIGHTS OF INVESTING MEMBERS 15
6.7 EFFECT OF BANKRUPTCY, DEATH OR INCOMPETENCY 15
6.8 CONFIDENTIALITY; NON-CIRCUMVENTION 15

ARTICLE VII 16

TRANSFERS OF INTERESTS; WITHDRAWALS 16
7.1 TRANSFER 16
7.2 TRANSFERS BY THE MANAGING MEMBER 16
7.3 REMOVAL OF THE MANAGING MEMBER 16
7.4 EVENT OF WITHDRAWAL OF THE MANAGING MEMBER 16
7.5 TRANSFERS BY INVESTING MEMBERS 17
7.6 WITHDRAWAL OF AN INVESTING MEMBER 17
ARTICLE VIII 17
ACCOUNTING; TAX MATTERS 17
8.1 FISCAL YEAR 17
8.2 TAX MATTERS PARTNER/PARTNERSHIP REPRESENTATIVE 17
ARTICLE IX 19
DISSOLUTION AND LIQUIDATION 19
9.1 DISSOLUTION 19
9.2 LIQUIDATION 19
9.3 DISTRIBUTION IN KIND 20
9.4 CANCELLATION 20
9.5 RETURN OF CAPITAL 20
9.6 WAIVER OF PARTITION 20
ARTICLE X 20
AMENDMENT OF AGREEMENT; MEETINGS; RECORD DATES; CONSENTS 20
10.1 AMENDMENTS TO BE ADOPTED SOLELY BY THE MANAGING MEMBER 20
10.2 AMENDMENT PROCEDURES 21
10.3 SPECIAL AMENDMENT REQUIREMENTS 21
10.4 MEETINGS 21
10.5 VOTING PROCEDURES 21
10.6 QUORUM 22
10.7 ACTION WITHOUT A MEETING 22
ARTICLE XI 22
GENERAL PROVISIONS 22
11.1 ADDRESSES AND NOTICES 22
11.2 TITLES AND CAPTIONS 23
11.3 PRONOUNS AND PLURALS 23
11.4 BINDING EFFECT 23
11.5 INTEGRATION 23
11.6 WAIVER 23
11.7 COUNTERPARTS 23
11.8 GEORGIA LAW APPLICABLE 23
11.9 JURISDICTION 23
11.10 INVALIDITY OF PROVISIONS 24
11.11 INCORPORATION BY REFERENCE 24
11.12 RATIFICATION 24
11.13 INCORPORATION BY REFERENCE 24

OPERATING AGREEMENT
OF
DEVI MANOR HOME INVESTORS LLC

(a Georgia limited liability company)

This Operating Agreement (the "Agreement") of DEVI MANOR HOME INVESTORS LLC, a Georgia limited liability company (the "Company"), to be effective as of the 17th day of October 2019 (the "Effective Date"), is by and among Dr. Harshad Patel (the "Managing Member"), and the persons whose names are set forth on Schedule A, attached hereto, as Investing Members (the "Investing Members"). The Managing Member and the Investing Members shall collectively be referred to as the "Members."

ARTICLE I
GENERAL

1.1 ***Formation.*** The Managing Member formed Devi Manor Home Investors LLC on October 15, 2019 pursuant to the Articles of Organization (the "Articles") filed with Secretary of State of the State of Georgia in accordance with the Georgia Limited Liability Company Act (O.C.G.A. §14-11-204), as amended from time to time (the "Act").

1.2 ***Name.*** The name of the Company and the business of the Company shall be conducted under the name Devi Manor Home Investors LLC, provided that the name will always contain the words "Limited Liability Company" or the abbreviation "L.L.C." or the designation "LLC."

1.3 ***Registered Office and Principal Office of the Company.*** The registered office of the Company in the State of Georgia shall be 6095 Pine Mountain Road, Kennesaw, Georgia 30152, and its registered agent at that location is Dr. Harshad Patel. The principal office of the Company shall be located at 6095 Pine Mountain Road, Kennesaw, Georgia 30152, or such other place as the Managing Member may from time to time designate.

1.4 ***Purpose; Powers.*** The purpose and business of the Company shall be (i) to make a qualifying investment in the form of a subordinate mezzanine loan that complies with the Immigrant Investor Program known as EB-5 (the "EB-5 Loan") in Devi Manor Home Investment LLC, a Georgia limited liability company (the "Borrower"), in accordance with the business plan attached to the Company's Private Placement Memorandum, as amended from time to time, in order to finance, in part, the development of a skilled nursing facility in Kennesaw, Cobb County, Georgia (the "Project"); (ii) to engage in any and all general and incidental activities related thereto and necessary for the operation of such activities for profits or losses; and (iii) to enter into any lawful transactions and any lawful activities in furtherance of or incidental to the foregoing purpose. The Company shall have and may exercise all the powers now or hereafter conferred by Georgia law and all powers necessary, convenient or incidental to accomplish the purposes of the Company.

ARTICLE II
DEFINITIONS

The following definitions apply to the terms used in the Memorandum and this Agreement.

"Accredited Investor" means: (i) a natural person whose individual net worth (exclusive of the value of their primary residence), or joint net worth with their spouse, presently exceeds USD $1,000,000; (ii) a natural person who had an individual income in excess of USD $200,000 in each of the two most

recent years or joint income with their spouse in excess of USD $300,000 in each of those years and they reasonably expect reaching the same income level in the current year; (iii) a corporation, partnership, trust, limited liability company, or other entity in which all of the equity owners are "accredited investors"; (iv) a trust with total assets in excess of USD $5,000,000 and was not formed for the specific purpose of acquiring the Series A Interest, the trustee of which has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investing in the Series A Interest; (v) a bank, savings and loan association, or other financial institution, a registered securities broker or securities dealer, or an insurance company; (vi) a registered investment company or business development company, a licensed Small Business Investment Company, or a private business development company; (vii) a state-sponsored pension plan with total assets in excess of USD $5,000,000; (viii) an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of USD $5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are "accredited investors"; (ix) a non-profit organization described in section 501(c)(3) of the Internal Revenue Code that was not formed for the specific purpose of acquiring the Series A Interest having total assets in excess of USD $5,000,000; or (x) a director, executive officer, or manager of the Company or a director, executive officer, or manager of the Managing Member.

"Act" means the Georgia Limited Liability Company Act, as amended.

"Administration Fee" means a one-time fee (separate from the Series A Interest subscription funds) of USD $55,000 (payable as set forth in the Subscription Booklet attached to the Memorandum) due from Persons who file a Form I-526 petition with USCIS payable, as set forth in the Subscription Booklet, in connection with his or her subscription, or such lesser amount determined by the Company based on the Investing Member's circumstances, or the requirements of the EB-5 Program.

"Agreement" means this Operating Agreement, as it may be amended, supplemented or restated from time to time.

"Alien" means a person in the United States who is not a citizen of the United States.

"Articles of Organization" means the Articles of Organization filed with the Secretary pursuant to Section 1.1 of this Agreement, as such Articles of Organization may be amended or restated from time to time.

"BBA Partnership Audit Rules" means Sections 6221 through 6241 of the Code, as amended by the Bi-partisan Budget Act of 2015, including any other Code provisions with respect to the same subject matter as Sections 6221 through 6241 of the Code, and any regulations promulgated or proposed under any such Sections and any administrative guidance with respect thereto.

"Borrower" means Devi Manor Home Investment LLC a Georgia limited liability company formed by the principals of the Project, which will be the borrower of the loan from the Company.

"Capital Account" means the capital account maintained for an Investing Member pursuant to Section 4.2 of this Agreement.

"Capital Contribution" as it relates to the Company, means any asset or property of any nature contributed by an Investing Member to the capital of the Company pursuant to the provisions of this Agreement, and as more particularly prescribed in Section 3.1.

"Capital Transactions" means any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than Capital Contributions, including,

without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancing, condemnations, recoveries of damage awards, and insurance proceeds.

"Code" means the Internal Revenue Code of 1986, as from time to time amended and in effect.

"Company" means Devi Manor Home Investors LLC, a Georgia limited liability company, which is a newly created enterprise for purposes of the EB-5 Program.

"Consent" means the written consent of a Person, or the affirmative vote of such Person at a meeting called and held pursuant to Article X of this Agreement, as the case may be, to do the act or thing for which the consent is solicited, or the act of granting such consent, as the context requires.

"Designated Individual" has the meaning set forth in Section 8.2(f).

"Distribution" means a transfer of the Preferred Return by the Company to an Investing Member pursuant to Section 4.3(b) hereof.

"EB-5" means the United States immigration visa created by the Immigration Act of 1990 providing a method of obtaining a Green Card for Foreign Nationals who invest money in the United States. This Project is overseen by AHRC GA, LLC, a limited liability company which received regional center designation under the EB-5 Program, pursuant to a Regional Center Sponsorship Agreement, which permits the Investing Members to benefit from direct, indirect and induced job creation created by the Project.

"EB-5 Loan" means the subordinate mezzanine construction loan from the Company to Borrower, which intends to use 100% of the EB-5 Loan proceeds to make a capital contribution to the JCE in exchange for a 49% equity interest, as discussed further in the Memorandum and exhibits thereto.

"EB-5 Program" means the EB-5 Immigrant Investor Program administered by USCIS, which was created by Congress in 1990 to stimulate the U.S. economy through job creation and capital investment by foreign investors.

"Event of Withdrawal" means the withdrawal of the Managing Member pursuant to Section 7.4.

"Foreign National" means a Person born outside the jurisdiction of the United States who is a citizen of a foreign country and who has not become a naturalized U.S. citizen under U.S. law and includes Aliens who have not obtained Permanent Residency within the United States.

"Form I-526" means the petition filed with USCIS by an Investing Member who is a Non-U.S. Person seeking Permanent Residency within the United States.

"Form I-829" means the I-829 Petition by Entrepreneur to Remove Conditions on Permanent Resident Status.

"Green Card" means a United States Permanent Resident Card (known informally as a "green card" because it is green in color) which is an identification card attesting to the Permanent Residency status of an Alien in the United States.

"Indemnitee" means the Managing Member, any Person who is or was an affiliate of the Managing Member, or any Person who is or was an officer, director, employee, agent, trustee, partner, member, manager, or shareholder of the Managing Member or any such affiliate, or any Person who is or

was serving at the request of the Managing Member or any such affiliate as a director, officer, employee, partner, member, manager, agent or trustee of another Person; provided that a Person shall constitute an "Indemnitee" only with respect to acts, omissions or matters deriving from or relating to the business, operations or investments of the Company.

"Interest" means the Series A Interest of the Company and, as it pertains to the Offering, as described in the Memorandum, representing an undivided interest of the Investing Members in the aggregate interest in the capital and profits of the Company through each Investing Member's acquisition of the Series A Interest. Each Series A Interest represents a Capital Contribution subject to minimum investment amount required by USCIS (as it may be amended from time to time) to participate in the EB-5 Program and which total Capital Contribution shall be reflected on the accounts of the Company. In the context of the Managing Member, "Interest" means the Series B Interest, which reflects the Managing Member's Interest.

"Investing Member" means any Person other than the Managing Member (i) whose name is set forth on Schedule A of this Agreement, attached hereto, as an Investing Member, or who has been admitted as an additional or substituted Investing Member pursuant to the terms of this Agreement; and (ii) who is the owner of a Series A Interest. In its plural form, it means all such Persons.

"Investment" means the Company's investment in the Borrower in the form of a subordinate mezzanine loan to fund a portion of the Project.

"JCE" means Devi Manor Home for Life, LLC, a Georgia limited liability company, which is the owner of the land underlying the Project to be developed, as set forth in greater detail in the Memorandum.

"Liquidator" has the meaning specified in Section 9.2 of this Agreement.

"Majority in Interest of the Investing Members" means Investing Members whose Interests aggregate to greater than fifty percent (50%) of the Interests of all Investing Members.

"Management Fee" has the meaning set forth in Section 5.1(c) of this Agreement.

"Managing Member" refers to Dr. Harshad Patel.

"Members" means the Managing Member and the Investing Members. In its singular form, it means anyone of the Investing Members or the Managing Member, as the case may be.

"Memorandum" means the confidential private placement memorandum utilized by the Company to disclose risks, describe its proposed activities and explain the terms of the Offering of the Company's Series A Interest to prospective Investing Members pursuant to a private placement under the Securities Act.

"Migration Agents" has the meaning set forth in Section 4.1(c).

"Net Cash" means the amount equal to the income and cash receipts received by the Company from Capital Transactions on a cash receipts and disbursements basis, minus expenses.

"Net Cash Flow" means an amount equal to the income and cash receipts received by the Company from interest payments on the EB-5 Loan from the Borrower on a cash receipts and disbursements basis, minus expenses, and reserves

"Non-U.S. Person" means any Alien or Foreign National and includes (i) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the U.S.; (ii) any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if another executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate and such estate is governed by foreign law; (iii) any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person; (iv) any employee benefit plan established and administered in accordance with the law of a country other than the U.S. and customary practices and documentation of such country; (v) any agency or branch of a U.S. person located outside the U.S. if such agency or branch operates for valid business reasons and is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; or (vi) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

"Offering" refers to the offering of the Series A Interests for sale to prospective Investing Members via delivery of the Memorandum to raise money to fund the EB-5 Loan to pay for a portion of the construction costs associated with the Project.

"Operating Expenses" means the ordinary and necessary expenses, debts, liabilities, costs and disbursements of the Company in connection with the Investment and conducting the Company's business during the term of its existence in accordance with this Agreement.

"Partnership Representative" has the meaning set forth in Section 8.2.

"Permanent Residency" refers to the officially granted immigration status of a Non-U.S. Person by USCIS of permission to reside and take employment in the United States, evidenced by the issuance of a Green Card, subject to removal from the United States if such status is not maintained or if certain conditions of such status are not met.

"Person" means an individual or a corporation, limited liability company, partnership, trust, estate, unincorporated organization, association or other business enterprise.

"Preferred Return" shall mean a cumulative, non-compounded return equal to two and half percent (2.5%) per annum calculated on the average daily balance of the unreturned Capital Contributions of an Investing Member from the date that the Capital Contributions of an Investing Member are made until the unreturned Capital Contributions of such are returned in full pursuant to the terms of Section 4.3(b).

"Project" means the construction and development of a skilled nursing facility in Kennesaw, Cobb County, Georgia located at 6095 Pine Mountain Road, Kennesaw, Georgia 30152.

"Record Date" means the date each Investing Member is admitted to the Company as evidenced by the execution of the Counterpart Signature Page by an authorized representative of the Company thus entitling the Investing Member to give Consent to Company action.

"Reinvestment" means as described in Section 5.1(d).

"Regulations" means the income tax regulations promulgated under the Code, as from time to

time amended and in effect (including corresponding provisions of succeeding regulations).

"Revised Partnership Audit Procedures" means the provisions of Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by P.L. 114-74, the Bipartisan Budget Act of 2015 (together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof).

"Roll-Up" means a transaction involving the acquisition, merger, conversion or consolidation, either directly or indirectly, of the Company and the issuance of securities of a Roll-Up Entity.

"Roll-Up Entity" means a partnership, trust, corporation or other entity that would be created or survive after the successful completion of a proposed Roll-Up transaction.

"Securities Act" means the Securities Act of 1933, as amended.

"Series A Interests" means the Series A Interests offered by the Company at the price per Interest which correlates to the minimum investment amount prescribed by the USCIS effective on the day that the respective investor files his or her I-526 Petition with USCIS and which Interests bestow on the Investing Member a right (i) to a distributive share of the income, gain, loss, deduction, and credit of the Company; (ii) to a distributive share of the assets of the Company; and (iii) to Consent on those matters described in this Agreement or in the Act.

"Series B Interest" means the Interest held by the Managing Member, which bestows on the Managing Member major decision rights such as review and approval of annual budget, acquisition and divesture of Company assets, which are not part of the Offering to Investing Members.

"Subscription" means the amount indicated on the Subscription Agreement that an Investing Member has agreed to pay to the Company as their Capital Contribution.

"Subscription Agreement" means the agreement attached to the Memorandum within the Subscription Booklet by way of exhibit whereby prospective Investing Members subscribe for the Series A Interests.

"Transfer" has the meaning set forth in Section 7.1(a) of this Agreement.

"Unanimous Vote" means the affirmative vote of all Investing Members, including the Managing Member, whose combined Interests aggregate one-hundred percent (100%) of the Interests.

"United States" or "U.S." mean the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

"USCIS" means United States Citizenship and Immigration Services, an agency of the U.S. Department of Homeland Security.

"U.S. Person" means: (i) a natural person resident in the United States; (ii) a partnership or corporation organized or incorporated under the laws of the United States; (iii) an estate of which any executor or administrator is a U.S. person; (iv) a trust of which any trustee is a U.S. person; (v) an agency or branch of a foreign entity located in the United States; (vi) a non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; (vii) a discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; or (viii) a partnership or corporation organized or incorporated under the laws of any foreign jurisdiction which was formed by a U.S. person principally for the purpose of investing in unregistered securities unless it is

organized and owned, by Accredited Investors who are not natural persons, estates or trusts.

ARTICLE III
MEMBERSHIP INTERESTS

3.1 ***Members Schedule.*** The issued and outstanding Interests will represent the aggregate equity ownership interests in the Company, which will initially be in two types of classes. "Series A Interests" will be held by Investing Members and shall include obligations to make Capital Contributions and rights to allocations and distributions as set forth herein. The Managing Member will hold the "Series B Interest" which possesses all management rights described in Article V, in addition to rights to allocations and distributions set forth herein. The relative ownership of each Member will be chronicled on the Members Schedule attached at Schedule A, as amended from time to time.

3.2 ***Admission of New Members.***

(a) ***Additional Members.*** No Person will be admitted to the Company as an additional member of the Company except as approved by the Managing Member. The Managing Member may cause the Company to admit any Person as an additional member of the Company upon (i) the issuance of a Series A Interest to such Person, or (ii) any Transfer of an Interest made in accordance with Article VII.

(b) ***Joinder.*** In order for any Person (not already a Member) to be admitted as a member of the Company, whether pursuant to an issuance or Transfer of an Interest, such Person will be required to execute and deliver to the Company the (i) Execution Page from the Subscription Booklet, the form and substance of which will be determined by the Managing Member in its sole discretion, (ii) approval of a Form I-526 by USCIS, and (iii) the Administration Fee. Upon the amendment of the Members Schedule by the Managing Member and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Interest, such Person will simultaneously be (i) admitted as a member of the Company, (ii) deemed listed as such on the books and records of the Company, and (iii) issued his, her, or its Interest. The Managing Member will adjust the Capital Accounts of the Members, as necessary, upon the admission of any additional Person as a member of the Company.

ARTICLE IV
CAPITAL; CAPITAL ACCOUNTS

4.1 ***Capital Contributions.***

(a) ***Initial Contribution.*** Each Investing Member shall contribute to the capital of the Company the purchase price of the Series A Interests in such minimum investment amount as required by the USCIS pursuant to the EB-5 Program, as amended from time to time and in effect at the time of the particular prospective Investing Member's subscription. Subscriptions from prospective Investing Members who are Aliens or Foreign Nationals pending approval of a Form I-526 by USCIS (in which case a separate one-time Administration Fee will be due and payable except as otherwise provided in the Memorandum or Subscription Booklet) will be deposited as provided in the Company's Subscription Booklet. All subscription funds will be available for use by the Company upon receipt of the required minimum investment amount from one Investing Member and proof of the corresponding Investing Member's filing of a Form I-526 with the USCIS. There is no minimum amount of the Offering beyond the sale of one Series A Interest by one new Investing Member at the price per Interest which correlates to the minimum investment amount prescribed by the USCIS effective on the day that the respective investor files his or her I-526 Petition with USCIS. Except as otherwise authorized by Managing Member, no Investing Member shall have the right or obligation purchase any additional Interests to the Company. Schedule A hereto reflects the Interest of each Investing Member based on the original Capital

Contributions made by the Investing Members, which shall be amended from time to time to reflect changes in Interests resulting from the admission of additional or substitute Investing Members. The combined Interests of all Investing Members shall at all times equal 100.0%.

(b) ***Refunds of Capital Contributions in Cases of Denials.*** The Company will advance each Investing Member's Capital Contribution to the Borrower for the Investment in accordance with the Memorandum and this Agreement. In compliance with the rules governing the EB-5 Program, and the needs of the Project and best interests of the Investing Members as a whole, the Company will endeavor to refund to the Investing Member his or her entire Capital Contribution upon receipt by the Company of notice from the Investing Member's immigration attorney that such Investing Member is in receipt of a final action and denial of his or her Form I-526 after generally available administrative and judicial appeal and/or litigation proceedings have been exhausted. However, if USCIS denial of the I-526 Petition occurs because of an Investing Member's fraud, omission or misrepresentation on his or her I-526 then he or she shall not be entitled to a refund of the Administration Fee. Under no circumstances shall it be construed that the Company or Managing Member has any obligation to file any immigration petition or application on behalf of an Investing Member. It is contemplated that each Investing Member will retain his or her independent counsel in connection with the submission of such Investing Member's application for classification as an alien entrepreneur pursuant to the EB-5 Program regulations. In no event will any portion of the Administration Fee be used to pay the fees of any Investing Member's legal counsel. If a refund is issued, it will be issued within 90 days to the extent there are sufficient funds available to provide a full refund of the Capital Contribution, without interest or deduction. If the required funds are available, Investing Members will be refunded in sequential order based upon the date of the Company's receipt of written notice of final adjudication and denial of such I-526.

(c) ***Refunds of Administrative Fees.*** In the event the Company retains foreign placement consultants ("Migration Agents") to originate subscribers to invest in the Company, the Company would compensate any such Migration Agents from the Administration Fees upon receipt of investors' subscriptions and from the annual Management Fee. These consulting fees could represent a material portion of such Administration Fees, which will not be escrowed and are available immediately for use by the Company. As a result, assuming that Migration Agents have been compensated and one or more investors' Form I-526 is denied or the Project is not approved by USCIS, the Company will not have sufficient funds to refund all of the Administration Fees to investors unless the Migration Agents refund the Company timely. In such event, Investing Members will be at risk of not receiving full refunds of their Administration Fee. Further, if the Company applies a portion of the Investing Member's Administration Fee to a subscribing Investing Member's fees and expenses associated with subscription to the Company, and such Investing Member's I-526 is denied by USCIS, then such amount of the Administration Fees shall not be refunded. If, however, USCIS denial of the I-526 Petition occurs because of an Investing Member's fraud, omission or misrepresentation on his or her I-526 than he or she shall not be entitled to a refund of the Administration Fee. Further, subscribers will be unable to seek such shortfall from the Company, the Managing Member or any affiliates thereof or from any other person. In the event of a denial of subscribers' I-526 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.

(d) *Contingency Reserves.* The Managing Member reserves the right to hold or maintain levels of cash in the Company's accounts, or suspend or impair distributions, if deemed necessary in its sole discretion, for costs, expenses or other costs associated with the Company's assets, administration, obligations or operations.

4.2 ***Capital Accounts.***

(a) ***Maintenance of Capital Accounts.*** A Capital Account shall be maintained for each

Investing Member. Each Investing Member's Capital Account shall be credited with the amount of money and the fair market value of property (net of any liabilities secured by such contributed property that the Company assumes or takes subject to) contributed by that Investing Member to the Company; the amount of any Company liabilities assumed by such Investing Member (other than in connection with a distribution of Company property), and such Investing Member's distributive share of Company profits (including tax exempt income). Each Investing Member's Capital Account shall be debited with the amount of money and the fair market value of property (net of any liabilities that such Investing Member assumes or takes subject to) distributed to such Investing Member; the amount of any liabilities of such Investing Member assumed by the Company (other than in connection with a contribution); and such Investing Member's distributive share of Company losses (including items that may be neither deducted nor capitalized for federal income tax purposes).

(b) ***Capital Account Adjustments.*** Notwithstanding any provision of this Agreement to the contrary, each Investing Member's Capital Account shall be maintained and adjusted in accordance with the Code and Regulations, including, without limitation, (i) the adjustments permitted or required by Internal Revenue Code Section 704(b) and, to the extent applicable, the principles expressed in Internal Revenue Code Section 704(c), and (ii) adjustments required to maintain Capital Accounts in accordance with the "substantial economic effect test" set forth in the Regulations under Internal Revenue Code Section 704(b).

(c) ***Capital Accounts for Substitute Investing Members.*** Any Investing Member, including any substitute Investing Member, who shall receive an Interest (or whose Interest shall be increased) by means of a transfer to it of all or a part of the Interest of another Investing Member, shall have a Capital Account that reflects the Capital Account associated with the transferred Interest (or the applicable percentage thereof in case of a transfer of a part of an interest).

4.3 ***Allocations and Distributions.***

(a) ***Allocations of Income, Gain, Loss and Deduction.*** All items of Company income, gain, loss, deduction, credit or the like for each taxable year shall be allocated among the Investing Members in accordance with this Section 4.3.

(b) ***Distribution of Preferred Return from Net Cash Flow.*** Not less often than annually, the Company shall accrue or make distributions from Net Cash Flow, in the following priority:

i. First, to each of the Investing Members holding the Series A Interests, *pro rata,* the Preferred Return calculated on the Investing Members holding the Series A Interests' unreturned Capital Contribution due for the current year;

ii. Second, to each of the Investing Members holding the Series A Interests, *pro rata,* the Preferred Return calculated on the Investing Members holding the Series A Interests' unreturned Capital Contribution due for all prior fiscal years until all accrued but unpaid Preferred Return is paid in full; and

iii. Third, the balance, if any, to the Managing Member, as the holder of the Series B Interest.

(c) *Distributions of Net Cash from Capital Transactions.* The Net Cash from Capital Transactions shall be distributed to the Investing Members as soon as practicable in the following order of priority:

i. First, to each of the Investing Members, as the holders of the Series A Interests, *pro*

rata, to the extent of any accrued but unpaid Preferred Return calculated on the Investing Members' unreturned Capital Contribution due for all prior fiscal years until all accrued but unpaid Preferred Return is paid in full;

ii. Second, to each of the Investing Members, as the holders of the Series A Interests, *pro rata,* to the extent of their unpaid Capital Contribution until all unreturned Capital Contributions are paid in full, which return of Capital Contributions shall not occur to a Investing Members until that Investing Members has received a final adjudication of his or her Form I-829, unless USCIS' rules otherwise permit a refund without jeopardizing the at-risk rules, or the Investing Members is otherwise no longer participating in the EB-5 Program; provided, however, that the Borrower may return the Investing Members' Capital Contributions to the Company after sufficient job creation has occurred in accordance with the EB-5 Program to support each Investing Members' Form I-829 and such repayment prior to I-829 adjudication occurs in connection with a Reinvestment that conforms with USCIS rules in effect at such time; but in no case prior 5 year and

iii. Third, balance, if any, to the Managing Member.

(d) *Tax Distributions.* The Company may make, but is not required to make, Tax Distributions to the Investing Member. Tax Distributions are treated as an advance against Distributions to an Investing Member and are intended to allow the Investing Member to pay their U.S. federal and state income tax liabilities as a result of income to the Company that is allocated to the Investing Member.

(e) ***Establishment of Reserves.*** The Company shall have the right to establish such reserves as it may from time to time determine, as necessary or appropriate in connection with the conduct of the Company's business (including reserves for anticipated capital expenses and contingency reserves, including loans and expenses of the Company). All amounts withheld pursuant to the Code or any applicable provision of state, local or foreign tax law with respect to any distribution to an Investing Member shall be treated as amounts distributed to such Investing Member pursuant to this Section 4.3(c) for all purposes of this Agreement.

(f) ***Allocation of Losses.*** Losses, if any, shall be allocated 100% to the Investing Members holding the Series A Interests.

4.4 ***Interest.*** Except as provided in Section 4.6 and the provision of the Preferred Return to the Investing Members, no interest shall be paid by the Company on Capital Contributions or on balances in Investing Members' Capital Accounts.

4.5 ***No Withdrawal.*** No Investing Member shall be entitled to refunds or to withdraw any part of its Capital Contribution or its Capital Account, or to receive any distributions from the Company, except as provided in Section 4.3 and Article VII hereof.

4.6 ***Loans for Investing Members.*** Loans by an Investing Member to the Company shall not be considered Capital Contributions. If any Investing Member shall advance funds to the Company in excess of the amounts required hereunder to be contributed by it to the capital of the Company, the making of such excess advances shall not result in any increase in the amount of the Capital Account of such Investing Member. The amount of any such excess advances shall be a debt of the Company to such Investing Member and shall be payable or collectible only out of the Company assets in accordance with the terms and conditions upon which such advances are made provided that the interest rate for such loan shall equal the rate of the Preferred Return.

4.7 ***Reimbursement.*** In addition to amounts paid under other applicable sections of this Agreement, the Managing Member shall be reimbursed at any time and from time to time for all costs and expenses that the Managing Member and their respective affiliates incur on behalf of, or in the management and operation of the business of, the Company, including, but not limited to, that portion of the Managing Member's and their respective affiliates' legal and accounting costs and expenses, telephone, secretarial, travel, entertainment, brokerage and professional consultant costs, office rent and other office expenses, salaries and other compensation expenses of employees, agents, and representatives, and other general, administrative, and additional expenses that are necessary or appropriate to the conduct of the Company's business and allocable to the Company. The Managing Member shall determine the expenses that are allocable to the Company. Such reimbursements shall be in addition to any reimbursement to the Managing Member or their affiliates as a result of the indemnification provided under this Section 4.7 of this Agreement

4.8 ***Records and Accounting.*** The Company shall keep or cause to be kept appropriate books and records with respect to the Company's business which shall at all times be kept at the principal office of the Company or such other office or offices as the required from time to time. The books of the Company shall be maintained for financial reporting purposes on the accrual basis or on a cash basis, as the Managing Member shall determine in their sole discretion. The Managing Member, on its own initiative or upon request by an Investing Member, may cause to be prepared and furnish financial statements of the Company on a quarterly or annual basis to the Investing Members. The Managing Member shall also be responsible for causing the preparation and distribution to all Investing Members of all reasonably required tax reporting information.

ARTICLE V
MANAGEMENT AND OPERATION OF THE BUSINESS

5.1 ***Management.***

(a) ***Management.*** The business of the Company will be managed by the Managing Member who may exercise the powers as a manager of a limited liability company under the Act. In the event of a vacancy in the management of the Company, the remaining Investing Members may exercise the powers of the Managing Member until the vacancy is filled.

(b) ***Powers and Duties.*** In addition to the powers now or hereafter granted to the Managing Member herein or under the Act, the Managing Member shall have full power and authority to do all things deemed necessary or desirable by it to conduct the business of the Company unless delegated to a third party, including, without limitation: (i) the determination of the activities in which the Company will participate; (ii) the making of any investment, expenditures, the borrowing of money, the guaranteeing of an investment, indebtedness and other liabilities, the issuance of evidences of indebtedness, and the incurrence of any obligations it deems necessary or advisable for the conduct of the activities of the Company, including the payment of compensation and reimbursement under Section 4.7 of this Agreement; (iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Company; (iv) the use of the assets of the Company (including, without limitation, cash on hand) for any Company purpose on any terms it considers appropriate, including, without limitation, the financing of operations of the Company, the lending of funds to other Persons, and the repayment of obligations of the Company including the investment, reinvestment and redeployment of funds and investments in accordance with USCIS rules; (v) the admission of additional or substitute Investing Members; (vi) the negotiation, execution, and performance of any contracts that it considers desirable, useful, or necessary to the conduct of the business or operations of the Company; (vii) the distribution of cash or other assets including in connection with denied I-526 petitions and the return of the Administration Fee in the event of no fraud or omission by the Investing Member; (viii) the selection, hiring, and dismissal of employees (who may be designated as officers of the Company), attorneys,

accountants, engineers, architects, geologists, bankers, brokers, consultants, contractors, agents, and representatives and the determination of their compensation and other terms of employment or hiring (including the adoption of pension or welfare plans); (ix) the maintenance of such insurance for the benefit of the Company as it deems necessary or desirable; (x) the repurchase of the Interest of an Investing Member; (xi) the formation of any further limited liability companies, joint ventures, or other relationships that it deems desirable and the contribution to such entities or ventures of assets and properties of the Company; (xii) the control of any matters affecting the rights and obligations of the Company, including the conduct of any litigation, the incurring of legal expenses, and the settlement or confession of claims, suits or judgments; and (xiii) the engagement of the Company in any and all general and incidental activities related thereto and necessary for the operation of such activities for profits or losses. Unless granted under this Agreement or the Act, Investing Members shall have no right of control over the business and affairs of the Company. Notwithstanding the foregoing, the Managing Member shall have the unrestricted right, in its sole discretion and without the consent or approval of the Investing Members, to reinvest the Capital Contributions following the refinancing, sale or recapitalization of the Project, either directly, or indirectly through partnerships, subject to restrictions of the EB-5 Program.

(c) ***Management Fee.*** The Investing Members hereby acknowledge and agree that the Managing Member shall perform the obligations and duties of the manager of the Company in consideration of the payment of a management fee from the Company per annum (the "Management Fee") of the total unreturned Capital Contributions. Management Fee is not expected to exceed 1.71 percent of all Capital Contributions received by the Company with respect to the Investing Members annually. Managing Member could use all or part of the Management Fee to compensate the Migration Agents. Such fees may be accrued and shall become payable upon receipt of adequate cash contributions from the Project or future replacement investments. The amounts paid hereunder shall be the sole compensation paid to the Managing Member of the Company. The Management Fee to the Managing Member may be accrued and unpaid from time to time in the best interests of the Company and its cash-flow needs.

(d) ***Reinvestment.*** If the Project is sold or refinanced before the maturity date or before each Investing Member has received a final adjudication of his or her I-829 Petition by Entrepreneur to Remove Conditions on Permanent Resident Status, the JCE may, in its reasonable discretion following consent from the Managing Member and pursuant to the terms of this Agreement and ten (10) days advance written notice to the Managing Member, reinvest the proceeds of the such sale or refinancing in lieu of repaying the loan provided that at the time of such sale or refinancing, at least 10 jobs per Investing Member that qualify under the EB-5 Program have been created by the Project and verified by the Managing Member and the reinvestment complies with the EB-5 Program in all respects (each, a "**Reinvestment**"). In such event, the Borrower, in its reasonable discretion, without approval from the Investing Members may invest and reinvest the proceeds of such sale or refinancing in or through one or more partnerships or joint ventures in commercial real estate, apartment buildings or retail buildings, hotels or parking lots, or warehouses or single-family homes or securities or mortgages whether public or private or any other investment selected by the JCE so long as the JCE complies with this Agreement.

5.2 ***Reliance by Third Parties.*** Notwithstanding any other provision of this Agreement to the contrary, no lender or purchaser or other Person, including any purchaser of property from the Company or any other Person dealing with the Company, shall be required to verify any representation by the Managing Member as to its authority to encumber, sell, or otherwise use any assets or properties of the Company, and any such lender, purchaser or other Person shall be entitled to rely exclusively on such representations, and shall be entitled to deal with, the Managing Member, as if it were the sole party in interest therein, both legally and beneficially. Each Investing Member hereby waives any and all defenses or other remedies that may be available against any such lender, purchaser or other Person to contest, negate, or disaffirm any action of the Managing Member in connection with any such financing, sale or other transaction. In no event shall any Person dealing with the Managing Member or their

representative with respect to any business or property of the Company be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the Managing Member or their representative; and every contract, agreement, deed, mortgage, security agreement, promissory note, or other instrument or document executed by the Managing Member with respect to any business or property of the Company shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (i) at the time of the execution and delivery thereof this Agreement was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding upon the Company, and (iii) the Managing Member or its representative was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the Company.

5.3 ***Outside Activities; Conflicts of Interest.*** The Managing Member or any affiliate thereof and any director, officer, employee, agent or representative of the Managing Member or any affiliate thereof shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Company, including business interests and activities in direct competition with the Company. Neither the Company nor any of the Investing Members shall have any rights by virtue of this Agreement or the relationship created hereby in any business ventures of the Company, the Managing Member, any affiliate thereof, or any manager, director, officer, employee, agent or representative of the Managing Member or any affiliate thereof. The Managing Member and its affiliates, officers, directors, manager and members shall only devote such part of its time to the affairs of the Company as is reasonably necessary for the conduct of the Company's business; provided, however, that it is expressly understood and agreed that (i) the Managing Member and its affiliates, officers, directors, manager and members intend to and shall have the right to delegate management authority for the Company pursuant to management, operating or other agreements, and (ii) the Managing Member and its affiliates, officers, directors, manager and members shall not be required to devote their entire time or attention to the business of the Company.

5.4 ***Resolution of Conflicts of Interest.*** Unless otherwise expressly provided in this Agreement (i) whenever a conflict of interest exists or arises between the Managing Member or any of its affiliates, on the one hand, and the Company, Managing Member or any Investing Member, on the other hand, or (ii) whenever this Agreement provides that the Managing Member shall act in a manner that is, or provide terms that are, fair and reasonable to the Company or any Investing Member, the Managing Member shall resolve such conflict of interest, take such action, or provide such terms considering, in each case, the relative interests of each party to such conflict, agreement, transaction, or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, any applicable generally accepted accounting practices or principles and such other factors as the Managing Member deems appropriate in their discretion, and, in, the absence of bad faith by the Managing Member, the resolution, action, or terms so made, taken, or provided by the Managing Member shall not constitute a breach of this Agreement or a breach of any standard of care or duty imposed herein or under the Act or any other applicable law, rule, or regulation. Without limitation of the foregoing, whenever a particular transaction, arrangement or resolution of a conflict of interest is required under this Agreement to be "fair and reasonable" to any person, the fairness and reasonableness of such transaction, arrangement or resolution shall be considered as a whole in the context of all similar or related transactions, and in the context of all transactions, relationships and arrangements between or among the relevant Persons or their respective affiliates.

5.5 ***Reliance by the Managing Member.***

(a) The Managing Member and its affiliates, officers, directors, manager and members may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Managing Member and its affiliates, officers, directors, manager and members may consult with legal counsel, accountants, appraisers, management consultants, architects, engineers, geologists, brokers, investment bankers, and other consultants and advisers selected by it, and any opinion of any such Person as to matters which the Managing Member and its affiliates, officers, directors, manager and members believe to be within such Person's professional or expert competence shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the Managing Member and its affiliates, officers, directors, manager and members hereunder in good faith and in accordance with such opinion.

5.6 ***Loans; Contracts with Affiliates.*** The Managing Member and its affiliates, officers, directors, manager and members or any affiliate of the Managing Member and its affiliates, officers, directors, manager and members may lend to the Company funds needed or desired by the Company for such periods of time as the Managing Member may determine; provided, that the Managing Member and its affiliates, officers, directors, manager and members or affiliate may not charge the Company interest, points or fees at rates greater than the rates that would be charged the Company (without recourse to its Investing Members' financial abilities or guarantees) by unrelated lenders on comparable loans. The Managing Member may itself, or may enter into any arrangement with any of its affiliates to, render services for the Company. The Managing Member or any affiliate thereof, may sell, transfer or convey any property to, or purchase any property from, the Company.

5.7 ***Indemnification.***

(a) To the fullest extent permitted by law, each Indemnitee shall be indemnified and held harmless by the Company from and against any and all losses, damages, liabilities, expenses (including legal fees and disbursements), judgments, fines, settlements and all other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of its status as (i) a member of the Managing Member and its affiliates, officers, directors, manager and members thereof, (ii) an officer, director, employee, agent, trustee, partner, manager, member or shareholder of the Managing Member and its affiliates, officers, directors, manager and members thereof or (iii) a person serving at the request of the Company in another entity in a similar capacity, if the Indemnitee acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct to be unlawful; provided that no Indemnitee shall be entitled to indemnification if it shall be finally determined by a court of competent jurisdiction that such Indemnitee's act or omission constituted willful misconduct or gross negligence. 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 Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Section 5.7 shall be made only out of the assets of the Company.

(b) Expenses (including legal fees and disbursements) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 5.7.

(c) The indemnification provided by this Section 5.7 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, as a matter of law or otherwise, and shall continue as to an Indemnitee who has ceased to serve in the indemnified capacity and shall inure to the benefit of the heirs, successors, assigns and legal representatives of an Indemnitee.

(d) An Indemnitee shall not be denied indemnification in whole or in part under this Section 5.7 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement. The provisions of this Section 5.7 are for the benefit of the Indemnitees, their heirs, successors, assigns and legal representatives and shall not be deemed to create any rights for the benefit of any other Persons.

5.8 ***Liability of Indemnitees.*** No Indemnitee shall be liable to the Company or any other Investing Member for losses sustained or liabilities incurred as a result of any act or omission if such Indemnitee acted in good faith and in a manner reasonably believed by the Indemnitee to be in, or not opposed to, the best interests of the Company, or for errors of judgment, neglect or omission; provided, however, that an Indemnitee shall be liable for its willful misconduct or gross negligence. Any officer, director or member of the Managing Member may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents or representatives, and shall not be responsible for any misconduct or negligence on the part of any agent or representative appointed by it in good faith.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF INVESTING MEMBERS

6.1 ***Liability of Investing Members.*** No Investing Member or the Managing Member, in such capacity, shall have any personal liability for the debts and obligations of the Company, except as provided in this Agreement or the Act.

6.2 ***Participation in Management.*** The Investing Members shall have a limited role in the operation, management or control of the Company's business. Specifically, the Investing Members have the rights and duties set forth in this Agreement and under Georgia law that grants certain rights to members of a limited liability company. The Managing Member will transact the substantial majority of the business of the Company or has the power to execute documents for or otherwise act for or bind the Company.

6.3 ***Outside Activities.*** Any Investing Member shall be entitled to and may have business interests and engage in business activities outside those relating to the Company. Neither the Company nor any of the other Investing Members shall have any rights by virtue of this Agreement in or with respect to any business ventures of any other Investing Member outside those of the Company.

6.4 ***Withdrawal of Capital.*** No Investing Member shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent of distributions made pursuant to this Agreement or upon dissolution as provided herein.

6.5 ***Inspection Rights.***

(a) ***Rights to Information.*** Each Investing Member shall have the right, for a purpose reasonably related to such Investing Member's own personal interest, subject to such reasonable standards (including standards governing what information and documents are to be furnished, at what time and location and at whose expense, including concerns involving privacy) as may be adopted from time to time upon reasonable demand:

(i) true and full information regarding the status of the business and financial condition of the Company;

(ii) properly after becoming available, a copy of the Company's federal, state and local income tax returns for each year;

(iii) a copy of this Agreement and the Articles of Organization and all amendments thereto; and

(iv) such other information regarding the affairs of the Company as is just and reasonable.

(b) *Confidential Information.* Notwithstanding the provisions of Section 6.5(a), the Managing Member may keep confidential from the Investing Members, for such period of time as the Managing Member deems reasonable, any information that the Managing Member reasonably believes to be in the nature of trade secrets or other information the disclosure of which the Managing Member in good faith believes is not in the best interests of the Company, or which the Company is required by law or by agreements with third parties to keep confidential.

6.6 ***Consent Rights of Investing Members.***

(a) The Investing Members shall have the right to Consent with respect to any matters requiring the consent of the Investing Members under the Act plus the following matters, which matters shall not be engaged in or taken by the Company or the Managing Member unless the requisite Consent of the Investing Members is obtained:

(i) any merger, consolidation, domestication or conversion of the Company with or into any other entity or organization or Roll-Up, shall require the approval of a Majority in Interest of the Investing Members; and

(ii) by the Consent of a Majority in Interest of the Investing Members, the Investing Members may (A) consent to the transfer by the Managing Member's Interest as provided in Section 7.2, (B) consent to the dissolution of the Company as provided in Sections 9.1(a)(iii), and (C) consent to the continuation of the Company without dissolution and to the appointment to a successor as provided in Section 9.1(b).

(b) Except as referenced in Section 6.6(a) or as otherwise provided in this Agreement or in the Act, the Investing Members shall not have any right to vote or otherwise grant or withhold Consent with respect to Company matters.

(c) Notwithstanding any provision of this Agreement to the contrary, no Consent shall be required in connection with a transfer made pursuant to Section 7.2 of this Agreement.

6.7 ***Effect of Bankruptcy, Death or Incompetency.*** The bankruptcy, death, dissolution, termination or adjudication of incompetency of the Managing Member shall not cause the dissolution or termination of the Company and the business of the Company shall continue. Upon any such occurrence, the Managing Member shall have the right to appoint a successor.

6.8 ***Confidentiality; Non-Circumvention.*** The Investing Members shall be legally bound to the non-disclosure of information obtained directly or indirectly from the Managing Member and its affiliates, officers, directors, manager and members, its agents or affiliates, regarding the business of the Company and shall not disclose to any third party any information regarding the same without written consent from the Managing Member. The Investing Members further agree not to circumvent, avoid, bypass, obviate or compete with the Company in the pursuit of the business purpose of the Company, directly or indirectly, without obtaining a mutually agreed written waiver from the Managing Member, for a period of two (2) years following the date the Investing Member is admitted to the Company as a Investing Member. The Investing Members further agree that the Company or Managing Member shall be immediately and irreparably harmed by the violation of any of the foregoing provisions and that damages the Company,

Managing Member will suffer may be difficult or impossible to measure. Therefore, upon any threatened, actual or impending violation of this Section of this Agreement, the Company and Managing Member shall be entitled to the issuance of a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining such alleged violation by an Investing Member or such Investing Member's agent's or representatives or any other person in receipt of information disclosed in violation of this Section of this Agreement. Such remedy shall be in addition to and not in limitation of any other remedy, which may otherwise be available at law, or in equity in the event of any breach of the provisions of this Section of this Agreement. No failure or delay by the Managing Member and its affiliates, officers, directors, manager and members or the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof of any right, power, or privilege hereunder.

ARTICLE VII
TRANSFERS OF INTERESTS; WITHDRAWALS

7.1 ***Transfer.***

(a) The term "transfer", when used in this Article VII or elsewhere in this Agreement with respect to an Interest, shall mean the sale, assignment, transfer, pledge, encumbrance, hypothecation, exchange, gift or other disposition of all or any portion of an Interest, or any interest therein (including a transfer occurring by operation of law).

(b) No Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article VII. Any transfer or purported transfer of an Interest not made in accordance with this Article VII shall be null and void.

7.2 ***Transfers by the Managing Member.*** The Managing Member may transfer all or any part of the Interest held by it as Managing Member. Any proposed transferee of all or any part of the interest of a Managing Member shall, as a condition to such transfer, agree to become an additional or successor Managing Member of the Company if requested such transferor Managing Member. In connection with such transfer, such additional or successor Managing Member shall execute a counterpart of this Agreement, evidencing its agreement to serve as Managing Member and to be bound by all of the terms and conditions hereof. Such transferee shall be deemed to be admitted as an additional or successor Managing Member immediately prior to the effective time of the subject transfer, and, together with all remaining Investing Members, shall continue the business of the Company without dissolution. The Managing Member shall cause the Articles of Organization to be amended to reflect the admission of the new Managing Member and, as may be applicable, the withdrawal of the prior Managing Member by reason of a transfer of its entire Interest as Managing Member.

7.3 ***Removal of the Managing Member.*** The Managing Member may be removed if and only if a court of competent jurisdiction finds the Managing Member to be guilty of a criminal act or to have committed a willfully fraudulent act. In order to be valid, any such action for removal of the Managing Member must be taken within forty-eight (48) hours of entry of final judgment and must also provide for the election of a successor. Such removal shall be deemed effective immediately subsequent to the admission of the successor. Such successor, together with all then remaining Investing Members, shall continue the Company without dissolution. Further, such successor shall execute a counterpart of this Agreement, evidencing its agreement to serve in accordance with this Agreement and to be bound by all of the terms and conditions hereof.

7.4 ***Event of Withdrawal of the Managing Member.*** The Managing Member covenants and agrees that it will not voluntarily withdraw as Managing Member of the Company for the term of the Company, except as provided in this Agreement.

7.5 ***Transfers by Investing Members.*** No Investing Member shall transfer all or any part of its Interest. Any transfer by an Investing Member in violation of this Agreement shall be null and void. A transferee that is not admitted as a substitute Investing Member shall have only the economic rights of an assignee as provided in the Act, and such transferee shall not otherwise possess or have the right to exercise any of the rights of an Investing Member hereunder or under the Act.

7.6 ***Withdrawal of an Investing Member.*** No Investing Member shall have the right to withdraw from the Company prior to the dissolution and winding up of the Company, except in connection with an I-526 petition denial.

ARTICLE VIII
ACCOUNTING; TAX MATTERS

8.1 ***Fiscal Year.*** The fiscal year of the Company shall be the calendar year unless otherwise determined by the Managing Member in its sole discretion.

8.2 ***Tax Matters Partner/Partnership Representative.*** For purposes of this Agreement, Dr. Harshad Patel is designated as the "tax matters partner" of the Company, as provided in the regulations promulgated under Section 6231 of the Code, and the "partnership representative" of the Company for any tax period subject to the provisions of Section 6223 of the Code, as amended by the Bipartisan Budget Act of 2015 and Revised Partnership Audit Procedures, as well as for purposes of any state, local, or non-U.S. tax law (collectively, the "Partnership Representative"). The Managing Member may name a substitute or successor at any time.

(a) Each Member shall execute, certify, acknowledge, deliver, swear to, file and record all documents necessary or appropriate to evidence its approval of this designation as the Partnership Representative and, as applicable, the designation of the Designated Individual, in all instances as determined by the Partnership Representative. In such capacity the Partnership Representative shall represent the Company in any disputes, controversies or proceedings with the Internal Revenue Service or with any state, local, or non-U.S. taxing authority and is hereby authorized to take any and all actions that it is permitted to take by applicable legal requirements when acting in that capacity. The Partnership Representative shall be entitled to take such actions on behalf of the Company in any and all proceedings with the Internal Revenue Service and any other taxing authority as it reasonably determines to be appropriate and that is consistent with this Section 8.2. The Partnership Representative shall be reimbursed by the Company for all out-of-pocket costs and expenses reasonably incurred in connection with any such proceeding, and shall be indemnified by the Company (solely out of Company assets) with respect to any action brought against such Partnership Representative in connection with the settlement of any such proceeding. Each Member reserves the right to retain independent counsel of its choice at its expense (which counsel will be entitled to prior review of submissions by the Company in respect of any dispute with relevant taxing authorities). The Company shall indemnify the Partnership Representative for, and hold it harmless against, any claims made against it in its capacity as Partnership Representative. Nothing in this Section 8.2 limits the ability of any Member to take any action in its individual capacity relating to the Company that is left to the determination of an individual Member under Sections 6222 to 6231 of the Code or any similar provision of state or local law. Expenses incurred by the Partnership Representative in such role shall be borne by the Company. Such expenses shall include, without limitation, fees of attorneys and other tax professionals, accountants, appraisers and experts, filing fees and reasonable out-of-pocket costs and expenses. Any decisions made by the Partnership Representative, including, but not limited to, whether or not to settle or contest any tax matter, whether or not to extend the period of limitations for the assessment or collection of any tax and the choice of forum for such contest shall be made in the Partnership Representative's sole and absolute discretion.

(b) In addition to the matters addressed in Section 8.2(a), the Members acknowledge and agree that it is the general intention of the Members to minimize any obligations of the Company to pay taxes and interest in connection with any audit of the Company and/or any partnerships of which the Company is a partner, by means of annual elections under Section 6221(b) if available, and, if such elections are not available (or not made), by means of elections under Section 6226 of the Code and/or the Members filing amended returns under Section 6225(c)(2), in each case as amended by the Revised Partnership Audit Procedures and as determined by the Partnership Representative.

(c) The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in all disputes, controversies or proceedings with the Internal Revenue Service, and, in its sole discretion, is authorized to make any available election with respect to the BBA Partnership Audit Rules and take any action it deems necessary or appropriate to comply with the requirements of the Code and to conduct the Company's affairs with respect to the BBA Partnership Audit Rules.

(d) Each Member and former Member will cooperate with the Partnership Representative with respect to any such disputes, controversies or proceedings with the Internal Revenue Service, including providing the Partnership Representative with any information reasonably requested to comply with and make elections under the BBA Partnership Audit Rules. The Members agree to cooperate in good faith (including but not limited to timely providing information reasonably requested by the Partnership Representative to facilitate the modification of imputed underpayments, making elections and filing amended returns requested by the Partnership Representative) with the Partnership Representative, to be liable to the Company and/or the other Members (as determined by the Partnership Representative) for damages resulting from not so cooperating, and the Partnership Representative shall make such elections as it determines in its discretion to give effect to the preceding. The Company shall make any payments it may be required to make under the Revised Partnership Audit Procedures and the Partnership Representative shall apportion any such payment among the current and/or former Members of the Company for the "reviewed year" to which the payment relates in a manner that reflects the current and/or former Members' respective interests in the Company for such "reviewed year" and any other factors taken into account in determining the amount of the payment.

(e) To the extent payments are made by the Company on behalf of or with respect to a current Member in accordance with this Section 8.2(e), such amounts shall, at the election of the Partnership Representative, (i) be applied to and reduce the next distribution(s) otherwise payable to such Member under this Agreement or (ii) be paid by the Member to the Company within thirty (30) days of written notice from the Partnership Representative requesting the payment. If any such payment is made on behalf of or with respect to a former Member in accordance with this Section 8.2(e), that former Member shall pay over to the Company an amount equal to the amount of such payment made on behalf of or with respect to it within thirty (30) days of written notice from the Partnership Representative requesting the payment. To the extent payments are made by the Company on behalf of or with respect to a current Member that relate to an interest held by a former Member and where the current Member is a transferee of such interest from the former Member, both the current Member and the former Member shall be jointly and severally liable to the Company and subject to the two preceding sentences, as applicable.

(f) The Partnership Representative shall appoint a "designated individual" for each taxable year (as described in Treas. Reg. Sec. 301.6223-1(b)(3)(ii)) (a "Designated Individual"). As a condition of an individual's appointment as a Designated Individual, or in connection with the individual ceasing to be the Designated Individual, the Partnership Representative may agree with the Designated Individual that the Partnership Representative (i) may cause the Designated Individual to resign and (ii) may cause the Designated Individual to appoint a successor named by the Partnership Representative. Although the Partnership Representative may delegate its authority and powers to a Designated Individual, each

Designated Individual shall in all cases act solely at the direction of the Partnership Representative. The Designated Individual shall be entitled to the same rights with respect to reimbursement and indemnification as the Partnership Representative.

(g) The provisions contained in Section 8.2 shall survive the dissolution of the Company and the withdrawal of any Member or the Transfer of any Member's interest in the Company.

ARTICLE IX
DISSOLUTION AND LIQUIDATION

9.1 ***Dissolution.***

(a) Subject to Section 9.1(b), the Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following events:

(i) Unless otherwise determined prudent by the Managing Member's decision to sell all, or substantially all, of the Company's assets;

(ii) a Unanimous Vote to remove the Managing Member without appointing a successor; or

(iii) the occurrence of an Event of Withdrawal of the Managing Member (other than by reason of a transfer pursuant to Section 7.2 or any Event of Withdrawal of the Managing Member in a circumstance where this Agreement provides for the continuation of the business of the Company without dissolution).

(b) Notwithstanding the provisions of Section 9.1(a)(iii), the Company shall not be dissolved upon the occurrence of an event described in such subsection if, within ninety (90) days after such event, a Majority in Interest of the Investing Members (or such larger group or percentage of Investing Members as required by law) agree in writing to continue the business of the Company and to the appointment, effective as of the date of withdrawal of the withdrawn Managing Member, of a successor Managing Member. In the event the business of the Company is continued without dissolution upon the occurrence of an Event of Withdrawal of the Managing Member as described in this Section 9.l(b), then the Interest of the withdrawn Managing Member shall be deemed redeemed and it shall be entitled to receive the redemption price thereof determined under this Agreement.

9.2 ***Liquidation.*** Upon dissolution of the Company, the Managing Member (as the "Liquidator") shall liquidate the Company's assets within such reasonable period and upon such terms, price and conditions as are determined by the Liquidator. The terms of this Agreement shall continue to govern the rights and obligations of the Investing Members and the conduct of the Company business during the period of winding up the Company affairs. The Liquidator shall have and may exercise, without further authorization or consent of Investing Members, all of the powers conferred upon the Liquidator under the terms of this Agreement to the extent necessary or desirable in the good faith judgment of the Liquidator to carry out the duties and functions of the Liquidator hereunder for and during such period of time as shall be reasonably required in the good faith judgment of the Liquidator to complete the winding up and liquidation of the Company. The Liquidator shall liquidate the assets of the Company, and apply and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

(a) to creditors, including Investing Members who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or by the establishment of reserves of cash or other assets of the Company for contingent liabilities in amounts, if

any, determined by the Liquidator to be appropriate for such purposes), other than liabilities for distributions to Investing Members and former Investing Members under applicable provisions of the Act;

(b) to Investing Members and former Investing Members in satisfaction of liabilities for distributions under applicable provisions of the Act; and

(c) to the Investing Members in accordance with the positive balances of their respective Capital Accounts (determined after allocating all income, gain, deduction, loss and other like items arising in connection with the liquidation of Company assets and otherwise making all Capital Account adjustments required by Sections 4.2(a) or 4.2(b)).

9.3 ***Distribution in Kind.*** Notwithstanding the provisions of Section 9.2 which require the liquidation of the assets of the Company, if on dissolution of the Company the Liquidator determines that a prompt sale of part or all of the Company's assets would be impractical or would cause undue loss to the value of Company assets, the Liquidator may defer for a reasonable time (up to three (3) years) the liquidation of any assets, except those necessary to timely satisfy liabilities of the Company (other than those to Investing Members), and/or may distribute to the Investing Members, in lieu of cash, as tenants in common undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such in-kind distributions shall be made in accordance with the priorities referenced in Section 9.2 as if cash equal to the fair market value of the distributed assets were being distributed. Any such distributions in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any joint operating agreements or other agreements governing the operation of such properties at such time. The Liquidator shall determine the fair market value of any property distributed in kind using such reasonable methods of valuation as it may adopt.

9.4 ***Cancellation of Articles of Organization.*** Upon the completion of the distribution of Company property as provided in Sections 9.2 and 9.3, the Company shall be terminated, and the Liquidator shall cause the cancellation of the Articles of Organization and all qualifications of the Company as a limited liability company and shall take such other actions as may be necessary to terminate the Company.

9.5 ***Return of Capital.*** No Managing Member or their respective members, managers, executives or officers shall be personally liable for the return of the Capital Contributions of the other Investing Members, or any portion thereof, it being expressly understood that any such return shall be made solely from Company assets.

9.6 ***Waiver of Partition.*** Each Investing Member hereby waives any rights to partition of the Company's property.

ARTICLE X
AMENDMENT OF AGREEMENT; MEETINGS; RECORD DATES; CONSENTS

10.1 ***Amendments to be Adopted Solely by the Managing Member.*** The Managing Member, without need for the Consent of any Investing Member, may amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file, and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Company, the registered office or registered agent of the Company, or the location of the principal place of business of the Company;

(b) the admission, substitution or withdrawal of Investing Members in accordance with this Agreement;

(c) a change that the Managing Member has determined is necessary or appropriate: (i) to qualify or register, or continue the qualification or registration of, the Company as a limited liability company (or a partnership in which the Investing Members and the Managing Member have limited liability) under the laws of any jurisdiction; or (ii) to ensure that the Company will not be treated as an association taxable as a corporation for federal, state, local or foreign income tax purposes; or

(d) a change that: (i) the Managing Member have determined is desirable and in the interests of the Company and the Investing Members as a whole and that does not adversely affect the Investing Members in any material respect; or (ii) is necessary or desirable in the opinion of the Managing Member to satisfy any requirements, conclusions, or guidelines contained in any opinion, directive, order, ruling, or regulation of any federal or state agency or judicial authority or contained in any federal or state statute.

10.2 ***Amendment Procedures.*** Except as provided in Sections 10.1 and 10.3 of this Agreement, all amendments to this Agreement shall be adopted in accordance with the following requirements: (i) amendments to this Agreement may be proposed only by the Managing Member; (ii) if an amendment is proposed, the Managing Member shall seek the Consent of the requisite Interests of the Investing Members and/or Managing Member, as applicable; (iii) a proposed amendment shall be effective upon its approval by the Managing Member and a Majority in Interest of the Investing Members unless a greater percentage is required by this Agreement; and (iv) the Company shall notify all Investing Members upon final adoption of any such proposed amendment.

10.3 ***Special Amendment Requirements.*** Notwithstanding the provisions of Sections 10.1 and 10.2 of this Agreement, no provision of this Agreement that establishes a percentage of the Investing Members required to take any action shall be amended in any respect that would have the effect of reducing such Consent requirement, unless such amendment is approved by Consent of Investing Members whose aggregate Interests constitute not less than the voting requirement sought to be reduced. This Section 10.3 shall only be amended with the approval of the Managing Member and the approval of a Majority in Interest of the Investing Members.

10.4 ***Meetings.*** The Managing Member and its affiliates, officers, directors, manager and members may call a meeting of the Investing Members at any time to consider any matter on which the Investing Members are entitled to Consent pursuant to the terms of this Agreement or the Act. Investing Members owning fifty-one percent (51%) or more of the Interests held by all Investing Members may also call a meeting by delivering to the Managing Member a request in writing stating that the signing Investing Members desire to have a meeting of Investing Members called with respect to a matter upon which Investing Members have the right to Consent and indicating the specific purposes for which the meeting is to be called. Investing Members requesting a meeting shall specify the Investing Members and their respective Interests on whose behalf the Investing Members are exercising the right to call a meeting and only those specified Investing Members and Interests shall be counted for the purpose of determining whether the required percentage of Investing Members set forth in the proceeding sentence has been met. A meeting shall be held at a time a place determined by the Managing Member on a date not more than sixty (60) days after the mailing of notice of the meeting. The Managing Member shall mail notice of a meeting, which is requested by Investing Members, within thirty (30) days after receipt of notice (or such longer period as reasonably may be required for the Company to comply with the requirements of any applicable securities laws).

10.5 ***Voting Procedures.***

(a) For purposes of determining the Investing Members entitled to notice of or to vote at a meeting of the Investing Members or to give Consents without a meeting as provided in Section 10.7, the

Company may set a Record Date which, in the case of a meeting, shall not be less than ten (10) days nor more than sixty (60) days before the date of the meeting.

(b) Any Investing Member shall be entitled to vote at a meeting in person or by proxy. The Company may establish policies regarding the period of time for which a proxy may be valid, the manner of executing or otherwise granting proxies, the manner for delivery of proxies and like matters.

(c) Any Investing Member may waive the requirement of the regular call and notice of meetings, or any other Consent requirement, whether before or after the meeting is held or the Consent given.

(d) The Managing Member and its affiliates, officers, directors, manager and members shall have full power and authority concerning the manner of conducting any meeting of the Investing Members or solicitations of Consents in writing, including, without limitation, the determination of persons entitled to vote, the existence of a quorum, the conduct of voting or the manner of solicitation of Consents, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or the written Consent solicitation process. The Managing Member and its affiliates, officers, directors, manager and members may designate a person to serve as chairman of any meeting and a person to take the minutes of any meeting.

10.6 ***Quorum; Adjournments.*** A Majority in Interest of the Investing Members represented in person or by proxy shall constitute a quorum at a meeting of Investing Members; provided that any action requiring approval of a specified vote of Investing Members hereunder shall require at least such specified affirmative vote. In the absence of a quorum, any meeting of Investing Members may be adjourned from time to time by the affirmative Consent of Investing Members who are holders of a majority of the Interests represented either in person or by proxy. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than forty-five (45) days. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than forty-five (45) days or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article VIII.

10.7 ***Action Without a Meeting.*** Any action that may be taken at a meeting of the Investing Members may be taken without a meeting if Consents in writing setting forth the action so taken are signed by Investing Members who are record holders of not less than the minimum Interests that would be necessary to authorize or take such action at a meeting at which all the Investing Members were present and voted. Prompt notice of the taking of action without a meeting shall be given to all Investing Members who have not consented in writing. The Managing Member may specify that any written ballot submitted to Investing Members for the purpose of taking any action without a meeting shall be returned to the Company within the time, not less than fifteen (15) calendar days, specified by the Company. Further, the Company may identify a Record Date for determining Investing Members entitled to consent in writing.

ARTICLE XI
GENERAL PROVISIONS

11.1 ***Addresses and Notices.*** Any notice, demand, request or report required or permitted to be given or made to an Investing Member under this Agreement shall be in writing and shall be delivered in person, by first class mail, by nationally recognized overnight courier or by registered or certified mail, return receipt requested, to the Investing Member at his address as shown on the records of the Company (regardless of any claim of any Person who may have an interest in any Interest by reason of an assignment or otherwise).

11.2 ***Titles and Captions.*** All article and section titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend, or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to "Articles" and "Sections" are to Articles and Sections of this Agreement.

11.3 ***Pronouns and Plurals.*** Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

11.4 ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

11.5 ***Integration.*** This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

11.6 ***Waiver.*** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any covenant, agreement, term or condition. Any Investing Member by an instrument in writing may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Investing Member, but no waiver shall be effective unless in writing and signed by the Investing Member making such waiver. No waiver shall affect or alter the remainder of the terms of this Agreement but each and every covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach.

11.7 ***Counterparts.*** This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

11.8 ***Georgia Law Applicable.*** ALL MATTERS IN CONNECTION WITH THE POWER, AUTHORITY AND RIGHTS OF THE LIMITED PARTNERS AND ALL MATTERS PERTAINING TO THE OPERATION, CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED AND DETERMINED BY THE INTERNAL LAWS OF THE STATE OF GEORGIA, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS.

11.9 ***Jurisdiction.*** IN THE EVENT A DISPUTE SHALL ARISE OUT OF THIS AGREEMENT, EACH LIMITED PARTNER: (A) HEREBY IRREVOCABLY AGREES THAT THE DISPUTE SHALL BE REFERRED TO THE HENRY COUNTY STATE COURT PURSUANT TO THE GEORGIA ARBITRATION CODE FOR A FINAL, BINDING AND NON-APPEALABLE ARBITRATION OF SAID DISPUTE; (B) HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED BY THE HENRY COUNTY COURT PURSUANT TO THE GEORGIA ARBITRATION CODE; AND (C) TO THE EXTENT THAT IT HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM THE JURISDICTION OF ANY SUCH COURT OR FROM ANY LEGAL PROCESS THEREIN, HEREBY WAIVES SUCH IMMUNITY TO THE FULLEST EXTENT PERMITTED BY LAW. EACH LIMITED PARTNER HEREBY WAIVES, AND HEREBY AGREES NOT TO ASSERT, IN ANY SUCH SUIT, ACTION OR PROCEEDING, IN EACH CASE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT: (I) IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT; (II) IT IS IMMUNE FROM ANY LEGAL PROCESS; (III) ANY SUCH SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN

INCONVENIENT FORUM; (IV) VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER; OR (V) THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY SUCH COURT. EACH LIMITED PARTNER AGREES THAT PROCESS AGAINST IT IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING FILED IN ANY SUCH REFERENCED COURT ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE SERVED ON IT, BY MAILING THE SAME TO SUCH LIMITED PARTNER BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH LIMITED PARTNER AT ITS ADDRESS FOR NOTICES UNDER THIS AGREEMENT, WITH THE SAME EFFECT IN EITHER CASE AS THOUGH SERVED UPON SUCH PERSON PERSONALLY.

11.10 ***Invalidity of Provisions.*** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then the parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

11.11 ***Incorporation by Reference.*** This Agreement has been executed by the Investing Members set forth on Schedule A by the signing of the Subscription Agreement as set forth in the Memorandum. It is agreed that the executed copy of such Subscription Agreement may be attached to an identical copy of this Agreement together with the Subscription Agreements which may be executed by other Investing Members, all of which shall be incorporated into this Agreement as if fully set forth herein.

11.12 ***Ratification.*** The Investing Member whose signature appears upon a true and correct copy of the Subscription Agreement as set forth in the Memorandum is hereby deemed to have specifically adopted, approved and agreed to be legally bound by every provision in this Agreement.

11.13 ***Incorporation by Reference.*** Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference.

*****

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE TO THE OPERATING AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

MANAGING MEMBER:

Dr. Harshad Patel

Date: October 17, 2019