

**APPENDIX D**  
**OPERATING**  
**AGREEMENT**

**AMENDMENT TO  
OPERATING AGREEMENT OF  
DEVI MANOR HOME INVESTORS LLC**

This AMENDMENT TO OPERATING AGREEMENT (this "Amendment") of Devi Manor Home Investors LLC, a Georgia limited liability company (the "Company"), effective as of August 15, 2022 (the "LLC Agreement"), is made by AHRC GA LLC, a Georgia limited liability company (the "Managing Member") on behalf of its members. Capitalized terms that are used but not defined herein shall have the meanings set forth in the LLC Agreement.

W I T N E S S E T H:

WHEREAS, the Company was formed on October 15, 2019 pursuant to the Articles of Organization (the "Articles") filed with the Secretary of State of the State of Georgia in accordance with the Georgia Revised Limited Liability Company Act (Fla. Stat. §605); and

WHEREAS, the Company and the Managing Member executed an Operating Agreement for the Company as of October 17, 2019 (the "Original Operating Agreement").

WHEREAS, the Company has admitted no investors as of the date of this Amendment, each of whom have subscribed for the Series A Interests and executed the Original Operating Agreement and are now Investing Members of the Company; and

WHEREAS, the Company desires to issue additional investors as Investing Members and desires to amend the LLC Agreement in order to provide for the issuance of certificated Series A Interests due to (i) the increased minimum investment amount by USCIS from \$500,000 to \$800,000 commencing on May 15, 2022, and (ii) the fact that investors may tender Capital Contributions via multiple transfers due to restriction on applicable foreign currency transfers per government fiscal year; and

WHEREAS, Section 10.1(d) of the LLC Agreement authorizes the Managing Member, without need for the Consent of any Investing Member, to amend any provision of the LLC Agreement and execute, swear to, acknowledge, deliver, file, and record whatever documents may be required in connection therewith, to reflect changes that the Managing Member has 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 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; and

WHEREAS, the Managing Member believes that the issuance of additional certificated Series A Interests is in the best interest of the Company and its existing Investment Members in furtherance of the qualifying investment, in the form of the subordinate mezzanine loan, in compliance with the Immigrant Investor Program, in order to complete the Project, the creation of at least ten (10) jobs per Investing Member and the return of and return on each Investing Member's Capital Contribution.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the LLC Agreement is hereby amended, as follows:

Section 1. *Amendments to LLC Agreement.* In connection with the issuance of Interests of the Company to Investing Members, the LLC Agreement is hereby amended as follows:

(a) Section 3.1 of the LLC Agreement is hereby amended to add the following sentences to the end of the language in Section 3.1, as follows:

In addition to the chronicle maintained on the Members Schedule, the issued and outstanding Interests of the Company will be transferred to Investing Members in either certificated or un-certificated form in the Managing Member's discretion unless otherwise provided in the Memorandum or other documents related to an Offering. The Company shall not recognize any transfer of certificated Series A Interest by an Investing Member without the consent of the Managing Member. By acceptance of a certificated Series A Interest in accordance with this Section 3.1, each Investing Member (i) shall be admitted to the Company as a Member, (ii) shall be bound by the terms of the LLC Agreement, and (iii) represents that he or she has the capacity, power and authority to enter into this LLC Agreement.

(b) Section 4.1 of the LLC Agreement is hereby amended to add new subsection (e), as follows:

(e) *Return of Certificates.* In the event of (i) a Refund of an Investing Member's Capital Contribution under Section 4.1(b), or (ii) a return of Capital Contributions under Section 4.3(b)(i), such Investing Member holding a certificated Series A Interest hereby agrees to surrender such certificate to the appropriate officer of the Company. Until such certificate evidencing such Investing Member's Interest is surrendered to the Company, the Company may withhold such Refund under Section 4.1(b) or a return of an Investing Member's Capital Contribution under Section 4.3(b)(i) unless such Investing Member signs an affidavit in the presence of a notary swearing that he or she has forever lost his or her certificate.

## Section 2. *Miscellaneous.*

(a) *Ratification.* In accordance with Section 10.1(d) of the LLC Agreement that authorizes the Managing Member, without the requirement of the Consent of any Investing Member, to amend any provision of the LLC Agreement and execute, swear to, acknowledge, deliver, file, and record whatever documents may be required, except as amended hereby, the LLC Agreement shall remain, as previously executed, and each Member hereby ratifies the LLC Agreement as amended hereby.

(b) *Representation.* The individual executing this Amendment on behalf of the Company hereby represents and warrants that (a) such individual has been duly and validly authorized to execute and deliver this Amendment on behalf of such entity; and (b) this Amendment is and will be duly authorized, executed and delivered by such entity.

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned, who is the sole Managing Members of the Company, intending to be legally bound, has caused this Amendment to be duly executed and delivered as of the date first set forth above.

**THE COMPANY:**

**DEVI MANOR HOME INVESTORS LLC**

By:  \_\_\_\_\_

By: AHRC GA LLC

Title: Managing Member

Name: Dr. Harshad Patel

Title: Managing Member