OPERATING AGREEMENT OF

ECRC Group M-1, LLC

A New York Limited Liability company

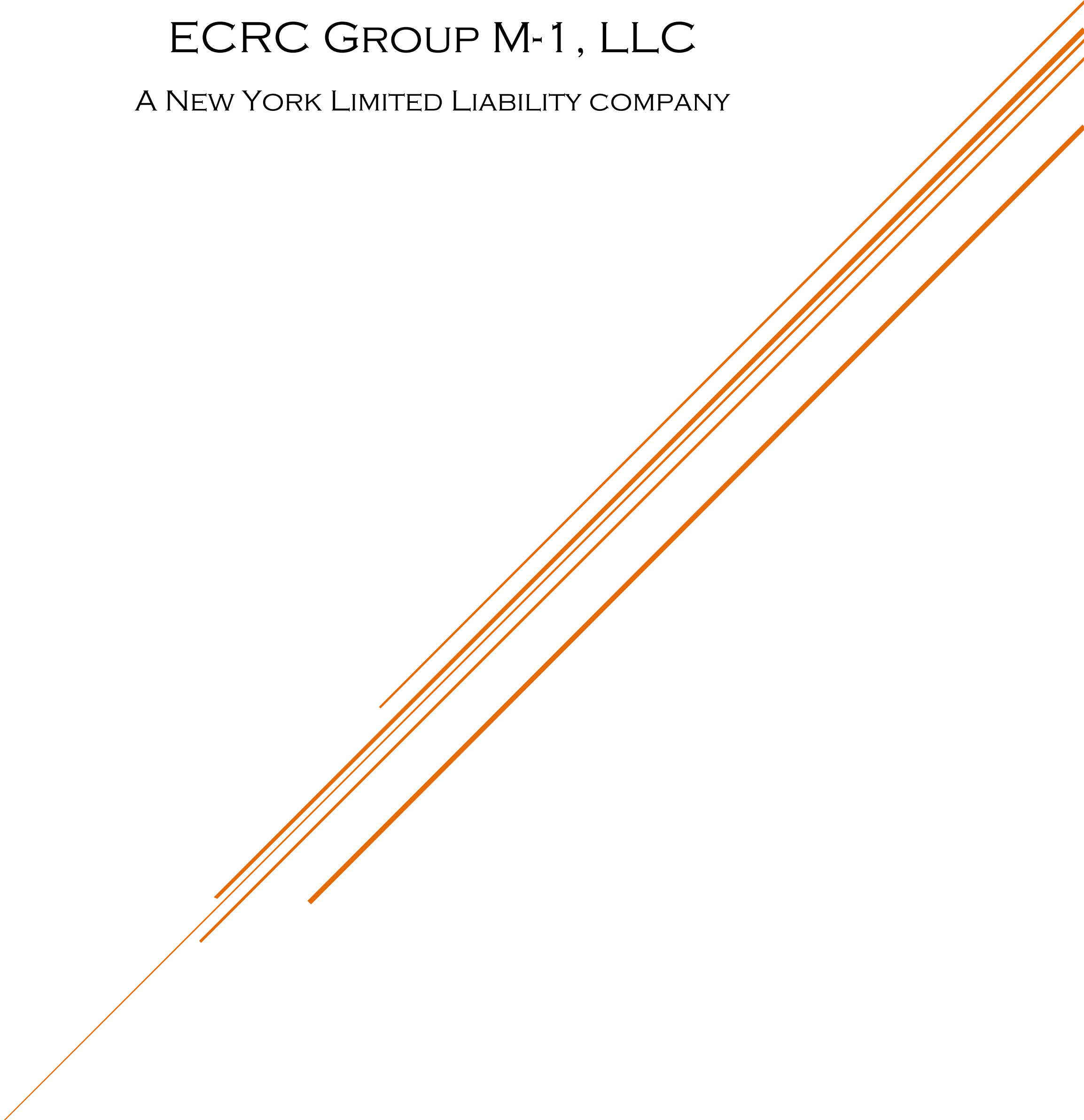

Table of Contents

Recitals 3

Article I Formation 3

Article II Defined Terms 4

Article III Business and Purpose of the Company 11

Article IV Capital Contributions; Capital Accounts 12

Article V Allocation of Profits and Losses; Distributions of Cash Flow; Certain Tax Matters 17

Article VI Rights, Powers and Duties of Manager 21

Article VII Rights and Obligations of Investing Members 28

Article VIII Transfer of Membership Interests 29

Article IX Expenses and Reimbursements 37

Article X Dissolution of the Company 37

Article XI AccountingProvisions 40

Article XII Reports 40

Article XIII Independent Activities; Transactions with Affiliates 41

Article XIV Indemnification of the Manager and Others 42

Article XV Assurances 43

Article XVII Power of Attorney 43

Article XVIII Miscellaneous 44

Article XIX Representations and Warranties 46

Exhibit A 56

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS INSTRUMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, PURSUANT TO APPLICABLE EXEMPTIONS. WITHOUT SUCH REGISTRATION, THESE MEMBERSHIP INTERESTS MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES AT ANY TIME WHATSOEVER, EXCEPT UPON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE MANAGER OF THE COMPANY THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE MANAGER OF THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE MANAGER TO THE EFFECT THAT ANY SUCH TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, OR OTHER APPLICABLE STATE OR FEDERAL SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER. ADDITIONALLY, ANY SALE OR OTHER TRANSFER OF THESE MEMBERSHIP INTERESTS IS SUBJECT TO CERTAIN RESTRICTIONS THAT ARE SET FORTH IN THIS AGREEMENT. HEDGING UNITS MAY NOT BE CONDUCTED EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT AND THIS AGREEMENT.

NO PARTY EXCEPT THE COMPANY IS RESPONSIBLE FOR THE CONTENTS OF THE OFFERING MEMORANDUM, AND NO OTHER PARTY EXCEPT AUTHORIZED SALES AGENTS WILL BE INVOLVED IN THE OFFERING OF UNITS UNDER THE OFFERING MEMORANDUM OR THE ACCEPTANCE OF SUBSCRIPTIONS FROM INVESTING MEMBERS. NEITHER THE DEVELOPER NOR ITS PRINCIPALS ASSUME ANY RESPONSIBILITY FOR THIS OFFERING EXCEPT FOR THE INFORMATION PROVIDED BY IT PURSUANT TO THE OFFERING MEMORANDUM.

Operating Agreement

of

ECRC Group M-1, LLC

A New York Limited Liability Company

This Operating Agreement (this "Agreement") is made to be effective as of the Effective Date (as hereafter defined in Section 1.04 hereof), by and among East Coast Regional Center, LLC, a New York limited liability company (hereafter, the "Manager"), and each of the persons set forth in Exhibit A attached hereto under the designation "Investing Members" (hereafter, individually, a "Investing Member" and collectively, the "Investing Members"). The Investing Members and the Manager are collectively referred to as the "Members".

Recitals

WHEREAS, the Investing Members desire to form a New York limited Liability company pursuant to the New York Limited Liability Company Act (hereafter, the "Act"); and

WHEREAS, the Investing Members further desire that the Company transact certain business and make certain investments, and that they all share in the risks, benefits, profits and losses of such business and investments under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Article I
Formation

Section 1.01 Name

The name of the Company shall be "ECRC GROUP M-1, LLC" (hereafter, the "Company" or "ECRC M-1").

Section 1.02 Principal Office and Registered Agent of the Company

The principal office, mailing address and place of business of the Company shall be at 3 School Street, Suite 303, Glen Cove, NY 11542. The Company may have such other or additional offices as the Manager may determine. The New York Secretary of State shall be the Company's agent for service, and copies can be mailed to the Company's address.

Section 1.03 Establishment of Company.

The Manager has formed a limited liability company (the "Company") pursuant to the Limited Liability Company Act and other applicable laws of the State of New York and upon the terms and conditions set forth in this Agreement. To the extent that the rights or obligations of any Investing Member under the Limited Liability Company Act are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Limited Liability Company Act, control.

Section 1.04 Term

The term of the Company shall commence upon the filing of the Certificate in the office of the New York Secretary of State (hereafter, the "Effective Date") and shall continue for a period of ten (10) years from said date, or until the Company is

dissolved, wound up and terminated in accordance with the provisions of this Agreement; provided, however, that the Investing Members agree that notwithstanding any contrary provision contained in this Agreement, and to the fullest extent permitted by the Act, the term of the Company shall not expire until all investments of the Company no longer remain outstanding and distribution of the proceeds thereof have been made in accordance with this Agreement.

Article II

Defined Terms

Throughout this Agreement, all references to money or currency are in United States dollars, and the word or words listed below within quotation marks shall have the meanings which follow them:

"1933 Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Additional Investing Member" means an Investing Member admitted to the Company other than as an assignee or transferee of all or a portion of a previously admitted Investing Member's Membership Interest in the Company.

"Additional Required Capital" has the meaning set forth in Section 4.01(6) of this Agreement.

"Administrative Fee" means a fee of Fifty Thousand Dollars ($50,000) per each Unit acquired in connection with the Offering. The Administrative Fee shall be paid to the Manager from the Subscription Price paid by each Investing Member. The Investing Members acknowledge and agree that the Administrative Fee does not constitute a Capital Contribution made by a Investing Member and is being paid to the Manager by the Company, rather than directly to the Manager by each Investing Member, for purposes of convenience only. The Manager will use the Administrative Fee to meet the following expenses for which the Manager will be responsible: (a) the initial expenses associated with the establishment of the Company and the Offering of the Units, including legal and promotional fees, including a "finders' fee", and (b) the legal fees to be incurred in connection with the preparation of Company related documents that a Investing Member and/or his or her legal counsel may reasonably request for submission of his or her applications for classification as an alien entrepreneur. The Investing Members acknowledge and agree that (i) under no circumstances shall it be construed that the Company or Manager has any obligation to file any immigration petition or application on behalf of a Investing Member, and (ii) that each Investing Member shall retain his or her independent separate counsel in connection with the submission of such Investing Member's application for classification as an alien entrepreneur, and in no event will any portion of the Administrative Fee be used for the legal fees of such separate counsel.

"Affiliate" means, when used with reference to a Investing Member, a Person who directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with, the Investing Member or the principals of the Investing Member, or any person who is related to the Investing Member or a principal of the Investing Member. The term "control" as used herein (including the terms "controlling" "controlled by" and "under common control with") means possession, direct or indirect, of the power to (i) vote 50% or more of the outstanding voting securities of a corporate Investing Member or such Person; or (ii) otherwise direct the management policies of a Investing Member or such Person by contract or otherwise.

"Agreement" (or "Company Agreement") means this Operating Agreement of the Company, as originally executed and as amended from time to time.

"Annual Interest Income Pass-Through" has the meaning set forth in Section 6.08(2) of this Agreement.

"Applicable New York Law" means the laws of the State of New York, now or hereafter in effect, which shall be used to construe and govern this Agreement.

"Applicable Securities Acts" means the 1933 Securities Act, the Securities Exchange Act of 1934, as amended and applicable state securities laws.

"Bankruptcy" means with respect to any specified persons or Company:

(i) its filing a petition in bankruptcy or for reorganization;
(ii) its making an assignment for the benefit of creditors;
(iii) its consenting to the appointment of a receiver for all or a substantial part of its property;
(iv) its being adjudicated bankrupt or insolvent;
(v) its being the subject of a court order appointing a receiver or trustee for all or a substantial part of its property without its consent; or
(vi) its being the subject of a court order ordering the assumption of custody or sequestration of all or substantially all of its property.

"Borrower" means Western Queens SC, LLC.

"Borrower Membership Pledge" means that certain pledge to the Company of one hundred percent (100%) of the ownership interests of the Borrower, including any income and cash distributions payable to the Borrower as provided under the Borrower Membership Pledge Agreement.

"**Borrower Membership Pledge Agreement**" means that certain agreement by and among the Borrower (s) and the Company, whereby the Borrower (s) shall provide the Borrower Membership Pledge to the Company, the form of which is attached to the Loan Agreement as Exhibit.

"Capital Contribution" means the money contributed to the Company as capital by any Investing Member, as reflected in the Company's books and records, and shall include the initial and any additional Capital Contributions of a Investing Member. The initial Capital Contribution of each Investing Member shall be Five Hundred Thousand Dollars ($500,000), as set forth in Section 4.01(1) hereof.

"Capital Account" for each Investing Member shall mean the account established, determined and maintained for such Investing Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv). The capital account for each Investing Member shall be **increased by** (1) the amount of money contributed by such Investing Member to the Company, (2) the fair market value of property contributed by such Investing Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Internal Revenue Code), and (3) allocations to such Investing Member of Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Trea. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding income and gain described in subsection (b)(4)(i) of said Regulation, and shall be **decreased by** (4) the amount of money distributed to such Investing Member by the Company, (5) the fair market value of property distributed to such Investing Member by the Company (net of liabilities secured by such distributed property that such Investing Member is considered to assume or take subject to under Section 752 of the Code), (6) allocations to such Investing Member of expenditures of the Company described in Section 705(a)(2)(B) of the Code, and (7) allocations of Company loss and deduction (or items thereof) including loss and deduction described in Trea. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding items described in (6) above and loss or deduction described in subsections (b)(4)(i) or (b)(4)(iii) of said Regulation. Net profits and net losses of the Company from other than capital transactions, as of the end of any fiscal year or other period, shall be credited or charged to the capital accounts of the Investing Members prior to any charge or credit to said capital accounts for net profits and net losses of the Company from capital transactions as of the end of such fiscal year or other period. The capital account for each Investing Member shall be otherwise adjusted in accordance with the additional rules of Trea. Reg. Section 1.704-1(b)(2)(iv).

"Cash Flow from Operating Profit" means, with respect to any fiscal year of the Company or other period, the sum of all cash receipts of the Company generated by the operating income of the Company (including interest revenue from investments made by the Company, but not including Capital Contributions, loans to the Company and Cash from Return of Investments), less (i) the sum of all cash expenditures, including, without limitation, the repayment to the extent possible of all third party obligations, any and all payments of expenses, such as brokers, attorneys and consultants fees, and the payment of debts of the Company (including debts to the Investing Members and their Affiliates) and the Annual Interest Income Pass-Through. Cash Flow from Operating Profit shall apply to each individual fiscal year and shall not be cumulative.

“Cash Flow from Return of Investments” means the sum of all cash proceeds generated from (i) the repayment of the principal amount invested by the Company in any investment made by the Company, including any principal payments with respect to any note or other obligation received by the Company in connection with any investment or the sale or other disposition of the Company’s property, and (ii) the sale, exchange, liquidation, other disposition (including, without limitation, any condemnation award or casualty loss recovery with respect thereto), or financing or refinancing of all or any portion of the Company’s property (collectively, a “Sales or Refinancing Event”), less (a) all costs and expenses related thereto, and (b) any and all interest pass-through or other similar interest payments due to the Manager (including the Annual Interest Income Pass-Through); provided, however, that “Cash from Return of Investments” shall not include any financing obtained in connection with the acquisition, development and/or operation of real property for or on behalf of the Company.

“Certificate” means the Certificate of Formation filed by the Manager in the office of the New York Secretary of State in order to form the Company in accordance with the Company Act.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor statute thereto.

“Collateral” means (a) the Guarantees (b) the Borrower Membership Pledge, (c) the Deed of Trust (d) the Conditional Membership Pledge, (d) any and all proceeds contained within the Escrow Account and (d) any additional alternative forms of liens or security as provided within in the Loan Documents.

“Completion Guaranty” means that certain completion guaranty by and between the Guarantor and the Company in which the Guarantor shall guarantee the Borrower’s performance of the development and construction activities of the FASC Project until such time as the Company would be required to release this Completion Guaranty on the execution date of the Senior Loan.

“**Deed of Trust**” means that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing provided to the Company by the Borrower for its fee simple interest and leasehold interest in the Project site.

“EB-5 Immigrant Investor Program” means that certain immigrant investor program whereby a person who is not a permanent resident of the United States may apply for a visa pursuant to Section 203(b)(5) of the Immigration and Nationality Act and Section 204.6 of Title 8 of the Code of Federal Regulations, as amended by Section 610(c) of the Appropriations Act of 1993, as amended**.**

“Effective Date” means the date on which the Certificate is filed on the office of the New York Secretary of State.

“**Escrow**” has the meaning set forth in Article IV, Section 4.01(3) of this Agreement.

“**Escrow Account**” means the account established under the Escrow Agreement into which each Investing member’s Capital Contribution and Administrative Fee Amount will be deposited.

“**Escrow Agent**” shall mean the Customers Bank that was chosen by the Company as escrow agent under the Escrow Agreement, or any successor escrow agent appointed as provided in the Escrow Agreement

“**Escrow Agreement**” means that certain Escrow Agreement between the Escrow Agent and the Company.

"Establishment of Company" means filing of the Certificate in the office of the New York Secretary of State pursuant to N.Y. State Limited Liability Company Act.

“Final Determination Date” has the meaning set forth in Article VIII, Section 8.10 of this Agreement.

“Final Project Denial” has the meaning set forth in Article VI, Section 6.08 (4) of this Agreement.

“**First Priority**” means, with respect to any lien purported to be created in any Collateral pursuant to any agreement, that such lien is the most senior lien in said Collateral.

“Governing Occurrence” has the meaning set forth in Article X, Section 10.01(iii) of this Agreement.

“Guarantor” means Western Queens SC, LLC and certain of its major members.

“Guarantees” means collectively the Completion Guaranty and the Repayment Guaranty.

“Individual Denial” has the meaning set forth in Article VIII, Section 8.08(2) of this Agreement.

“Initial Funding Date” means the date in which the Company provides the first disbursement of Loan proceeds to the Borrower under the terms of the Loan Agreement.

“Initial Project Approval” means the receipt of the first approved I-526 Petition by an Investing Member whereby the Target Project has been approved as viable for, and compliant with, the EB-5 Immigrant Investor Program by the USCIS and the I-526 Petitions of the remaining Investing Members would not be denied on the basis of the Target Project.

"Initial Project Denial" has the meaning set forth in Article VIII, Section 8.10 of this Agreement.

"**Investor**" means a person who has submitted to the Company the Subscription Price in whole and who has executed and delivered to the Manager all required documents as further set forth in this Agreement and is awaiting admission to the Company as a Investing Member as further provided in Article VIII, Section G hereof.

"Investing Members" means the Persons who are designated in Exhibit A as Investing Members of the Company, or any Substitute or Additional Investing Members admitted to the Company. Such term shall include and refer to two (2) or more Investing Members if more than one (1) Investing Member shall at any time exist hereunder.

"Manager" means East Coast Regional Center LLC, a New York limited liability Company, and any substitute Manager which is a permitted assignee or transferee of the Manager.

"Membership Interest" means the total of all ownership rights of an Investing Member in the Company, including an Investing Member's right to vote on certain limited matters and the right to receive information concerning the business and affairs of the Company.

"Offering" has the meaning set forth in Section 4.01(1) of this Agreement.

"Parties" means the Manager and all of the Investing Members.

"Percentage Interest" means (i) with respect to the Manager, the Percentage Interest of the Manager set forth on Exhibit A attached hereto, which interest shall be twenty percent (20%), and (ii) with respect to a Investing Member, (a) the proportion which the number of Units such Investing Member owns bears to the aggregate number of Units owned by all Investing Members, multiplied by (b) eighty percent (80%). Upon completion of the Offering of the Units, the initial Percentage Interest of each Investing Member shall be set forth on Exhibit A attached hereto. The Investing Members shall hold an aggregate of eighty percent (80%) of all of the Percentage Interests of the Company.

"Person" means an individual, Company, corporation, trust, estate, association, Limited Liability Company or other entity, whether domestic or foreign.

"Project" means the Freestanding Multidiscipline Ambulatory Surgery Center Project in Long Island City, Western Queens County, the City of New York ("FASC Project") .

"Project Entity Owners" means three classes of Members of the Western Queens SC, LLC, which owns collectively one hundred percent (100%) of the membership interests of the FASC Project.

“Regional Center” means a special designation of the United States granted to the Manager by USCIS (as defined under Section 610 of the Departments of Commerce, Justice and State, the Judiciary and Related Agencies Appropriations Act of 1993, as amended). For purposes of this Agreement, any reference to the geographic area of the Regional Center shall mean the areas designated by USCIS in its authorizing letter to the Manager.

“**Regulation D**” has the meaning set forth in Article XIX, Section 19.02(1)(viii)(B) of this Agreement.

“**Regulation S**” has the meaning set forth in Article VIII, Section 8.09 of this Agreement.

"Required Majority" means those Investing Members owning more than fifty percent (50%) of the applicable Percentage Interests.

"Return" means distributions to the Investing Members, as and when determined by the Manager in its sole discretion.

“SEC” means the United States Securities and Exchange Commission.

"Subscription Agreement" means that certain Subscription Agreement, executed by each Investing Member who acquired a Unit in connection with the Offering.

"Subscription Price" means the total price of Five Hundred Fifty Thousand Dollars ($550,000) paid by each Investing Member to subscribe for one (1) Unit in connection with the Offering, which total price consists of (i) the Unit price of Five Hundred Thousand Dollars ($500,000), which amount constitutes the initial Capital Contribution of the Investing Member, and (ii) the Administrative Fee.

“Subsidiary” or “Subsidiaries” means each Person, which is wholly-owned by Borrower and/or by another Subsidiary of Borrower, as applicable.

"Substitute Investing Member" means a Investing Member who is admitted to the Company in accordance with the terms of this Agreement and who received its Membership Interest in the Company as an assignee or transferee of an exiting Investing Member.

“Target Investment” means an investment of Company funds in the form of a loan to be utilized for the Target Project.

“Target Project” means the Project or such other substitute project and/or reinvestment of the Company funds as shall be determined by the Manager at its sole discretion.

"Treasury Regulations" means the federal income tax regulations promulgated by the United States Treasury Department under the Code, as such regulations may be amended from time to time. All references herein to a specific section of the Treasury Regulations shall be deemed also to refer to any corresponding provisions of succeeding Treasury Regulations.

"Unit" means a unit of Membership Interest of an Investing Member in the Company acquired, in connection with the Offering, by each Investing Member for his or her initial Capital Contribution of Five Hundred Thousand Dollars ($500,000). The Investing Members acknowledge and agree that notwithstanding that each Investing Member has paid the Subscription Price in order to subscribe for a Unit, only Five Hundred Thousand Dollars ($500,000) of the Subscription Price constitutes the initial Capital Contribution of the Investing Member; the remaining Fifty Thousand Dollars ($50,000) of the Subscription Price constitutes payment of the Administrative Fee.

"Unreturned Capital Contributions" means an amount equal to the sum of (i) the total Capital Contributions contributed by a Investing Member, less (ii) the distributions made to such Investing Member pursuant to Section 5.03(2).

"USCIS" means the United States Citizenship and Immigration Services.

"Withholding Loan" has the meaning set forth in Section 5.06(3) of this Agreement.

Article III

Business and Purpose of the Company

1. Business of Company

The intended business of the Company shall be to (a) invest, in the sole discretion of the Manager, in areas located within the Regional Center, in order to generate revenue for the Company and (b) allow each Investing Member, who is not a permanent resident of the United States, to apply for a visa pursuant to Section 203(b)(5) of the Immigration and Nationality Act and Section 204.6 of Title 8 of the Code of Federal Regulations, as amended by Section 610(c) of the Appropriations Act of 1993, as amended, and (ii) engage in any lawful activities incidental thereto.

Notwithstanding the foregoing, the Company may also pursue other reasonable and diversified investment strategies consistent with the Company's overall objectives set forth above. The Investing Members acknowledge and agree that neither the Company nor the Manager guarantee or warrant that a Investing Member will obtain permanent residence in the United States as a result of the Investing Member's investment in the Company.

2. Purpose of Company

In connection with the foregoing Section and in furtherance of the intended business of the Company, the Company intends to invest in the Target Project through a low interest rate loan to the Borrower, in the form of the Target Investment. The Borrower shall utilize the Loan proceeds for the development and construction activities of the Target Project. No municipal government will provide a guarantee for the above-mentioned investment opportunity.

The Loan will have a term of five (5) years with a "lockout period" for the Borrower of forty-eight (48) months during which the Borrower will not be able to pay the principal of the Loan to the Company for the Target Investment until the expiration of the forty-eight (48) month lockout period, subject to certain exceptions provided for in the Loan Agreement.

The Collateral for the Loan is expected to be initially the Deed of Trust, the Guarantees of the Guarantor, the Borrower Membership Pledge, and any and all proceeds contained within the Escrow Account. The Borrower must invest one hundred percent (100%) of the Loan proceeds in the Target Project and complete the development and construction activities of the Target Project before any Loan proceeds may be redeployed in any Ancillary Investment.

3. Acknowledgements of the Investing Members.

By and through executing this Agreement, the Investing Members of the Company do hereby acknowledge and agree that neither the Company nor the Manager guarantee or warrant that a Investing Member will obtain permanent residence in the United States as a result of the Investing Member's investment in the Company.

Article IV

Capital Contributions; Capital Accounts

Section 4.01 Capital Contributions.

1. Capital Contributions of Investing Members. The Investing Members acknowledge and agree that the Company may offer for sale up to fifteen(15) Units of Company's Membership Interests (the "Offering") pursuant to that certain Confidential Private Placement Memorandum of the Company, dated October 5, 2016 (as the same may be amended). Furthermore, the Investing Members agree that the Offering will continue to offer the Membership Interests upon the sale of all Units offered in connection with this Offering or 180 days following the date of admission of the first Investing Member to the Company, whichever occurs first; and at which time the Company will not offer new Membership Interests and the Company will be closed. The Investing Members further acknowledge and agree that (i) the initial Capital Contribution of each Investing Member, for each Unit acquired by the Investing Member in connection with the Offering, shall be Five Hundred Thousand Dollars ($500,000), and (ii) the Administrative

Fee, paid by each Investing Member does not constitute a Capital Contribution of the Investing Member. Upon the completion of the Offering and the admission of the prospective investors in the Units as Investing Members in accordance with this Agreement and the Subscription Agreement, Exhibit A attached hereto shall be revised to reflect each Investing Member's initial Capital Contribution and initial Capital Account, the number of Units acquired by each Investing Member, and the Percentage Interest.

2. Capital Contribution of Manager. The Investing Members acknowledge and agree that (i) the Manager is not making a Capital Contribution of money, and (ii) as compensation for services to be performed by the Manager on behalf of the Company, the Manager shall receive both (i) a twenty percent (20%) Membership Interest which shall be deemed to be a "profits interest" only, with an initial Capital Account balance of zero (0), and the Annual Interest Income Pass-Through as further provided in Section 6.08.

3. Escrow Account. All subscription payments for the Units will be deposited by the Escrow Agent into the Escrow Account established by the Company at the Customers Bank as authorized by the Manager, and pursuant to the Escrow Agreement. The funds deposited into the Escrow Account will be placed, at the sole discretion of the Manager, into noninterest bearing accounts pending the admission of prospective Investors as Investing Members.

Release of Funds in Escrow Account to the Company

A. The Subscription Price paid by the Investor will be deposited into an escrow bank account (hereinafter, the "Escrow Account") established by the Company at the Customers Bank ("the Escrow Agent"), pursuant to the Escrow Agreement. The release of the total Subscription Price from the Escrow Account shall not occur until after the Company accepts the Investor's subscription and the Investor is admitted to the Company as an Investing Member.

(1) **Release of Subscription Proceeds:** At such time that:

(i) the Escrow Agent has received a Written Direction from the Company that:

(A) the Manager's I-924 regional center designation application has been approved by the USCIS and remains in good standing;

(B) a minimum of eight (8) Investors have subscribed for Interests in the Company by contributing the Subscription

Proceeds so that the total capital contributions in the Escrow Account equal $4,000,000.00 or more;

(C) the Manager has accepted the Investing Member whose funds are being held in the Escrow Account into the Company (as evidenced by a copy of the Certificate of Membership Interest issued by the Manager); and

(D) the I-526 Petition for such Investing Member whose funds are being held in the Escrow Account has been filed with the USCIS (as evidenced by an I-797C Notice of Action issued by USCIS and indicating the application/petition has been received); and

(ii) the Escrow Agent has received the full amount of the Escrow Funds from such applicable Investing Member, such funds have cleared through normal banking channels and constitute Available Funds,

then the Escrow Agent shall disburse 80% of such Investing Members' Subscription Proceeds (i.e., $400,000.00 per each Investing Member) to the Company.

The remaining 20% of each applicable Subscription Proceeds (i.e., $100,000.00 per each Investing Member) (the "Subscription Holdback Amount") will be held in a holdback subaccount (the "Subscription Holdback Account") within the Escrow Account. The Subscription Holdback Amount shall be disbursed to the Company Account upon receipt by the Escrow Agent of a Written Direction from the Manager that such applicable Investing Member's I-526 Petition has been approved.

The Investor acknowledges that the Administrative Fee shall be paid to the Manager. The Manager intends to use the Administrative Fee for payment of certain expenses as more particularly described in the Company Operating Agreement and the PPM.

(2) **Release of Administrative Fee**. At such time that:

(i) the Manager has accepted the Investing Member whose funds are being held in the Escrow Account into the LLC (as evidenced by a copy of the Certificate of Membership Interest issued by the Manager); and

(ii) the Escrow Agent has received the full amount of the Escrow Funds from such applicable Investing Member, such funds

have cleared through normal banking channels and constitute Available Funds,

then the Escrow Agent shall disburse the Administrative Fee of such Investing Member to the Company Account in accordance with the Written Direction furnished to the Escrow Agent by the Company and the Manager.

4. Withdrawal of Capital. Excepted as provided in this Agreement, no Investing Member shall have any right to withdraw or make a demand for the withdrawal of his or her Capital Contribution until the full and complete winding up and liquidation of the Company; and in no event shall a Investing Member have the right to terminate his or her Membership Interest upon a denial of his or her I-829 Petition by USCIS. No Investing Member shall receive any interest on his or her Capital Contribution.

5. Additional Capital Contributions. Except as otherwise provided in this Agreement, an Investing Member shall not be required or obligated to make Capital Contributions to the Company other than his or her initial Capital Contribution, as set forth in Section 4.01(1). The Investing Members shall not be required to lend any funds to the Company, nor shall any Investing Member be liable for any debts, liabilities, contracts or obligations of the Company beyond an amount equal to the Investing Member's agreed- upon Capital Contribution.

6. Additional Capital. If and at such time or times as the Manager determines that the reasonable needs of the Company require that a certain amount of additional capital be contributed to the Company ("Additional Required Capital"), the Manager may engage in the following in the order set forth below:

(i) Advise each of the Investing Members of the need for Additional Required Capital. Each Investing Member will have the option, but not the obligation, to invest additional equity capital in the Company, which in turn may have the effect of reducing pro-rata each Investing Member's Percentage Interest;

(ii) Arrange for financing from a third party to the Company for the amount of the Additional Required Capital not so contributed by the Investing Members on commercially reasonable terms, as determined by the Manager, in its sole discretion; and

(iii) The Manager may admit other Persons (which may include Affiliates of one of the Investing Members, or any other Person as permitted by this Agreement) as Additional Investing Members in exchange for a cash Capital Contribution on such terms acceptable to the Manager in its sole discretion, which in turn shall have the effect of reducing pro-rata each Investing Member's Percentage Interest.

Section 4.02 Capital Accounts.

An individual Capital Account shall be established and maintained on the Company's books for each Investing Member in accordance with the Treasury Regulations promulgated under Section 704(b) of the Code. No interest shall be paid on any present or future Capital Account.

Section 4.03 Use of Funds Contributed by Investing Members

1. Investment Risk. Upon the release from Escrow of the initial Capital Contribution made by an Investing Member as set forth in Section 4.01(3) (or, in the case of a Investing Member who acquires a Membership Interest other than through the Offering, upon the contribution of capital to the Company), the Capital Contribution of the Investing Member shall be fully available to the Company to conduct the business of the Company and shall be at risk of complete loss. Further, it is the Company's intent that no portion of any Capital Contribution made to the Company by a Investing Member be held in reserve solely to exclude such Capital Contribution from at-risk investment and the use of Capital Contributions shall not be contingent upon the occurrence or non- occurrence of other events not contemplated by this Agreement.

2. Use of Funds for Expenses. No part of the initial Capital Contribution made by a Investing Member (i.e., $500,000) shall be diverted to pay expenses of the Company incurred in connection with (i) the formation of the Company and the Offering of the Units, including legal and promotional fees, including a "finders' fee", and (ii) the legal fees to be incurred in connection with the preparation of Company related documents that Investing Members and/or their respective legal counsel may reasonably request for submission of their respective applications for classification as an alien entrepreneur with the USCIS. It is the intent of the Company that Capital Contributions be used exclusively for the investment purposes of the Company as described in this Agreement. The Investing Members acknowledge and agree that the Administrative Fee, which shall be paid to the Manager, shall be used by the Manager to meet the expenses described in clauses "(i)" and "(ii)" of this paragraph for which expenses the Manager shall be responsible. The Investing Members agree that in no event will any portion of the Administrative Fee be used for legal fees incurred by an Investing Member for services performed by such Investing Member's separate legal counsel.

3. Investments. The Company shall use its commercially reasonable efforts to advance and accomplish the Company's business and purpose as set forth in Article III. The Company intends to limit its initial investment activities to investments in a private business located within the geographical jurisdiction of the Regional Center as approved by the USCIS in order to assist in job creation within the areas comprising the current geographic scope of the Regional Center. Nothing contained in this Section shall be construed to limit the Manager's ability to reinvest the Cash

Flow from Return of Investment in another investment, even if such reinvestment is outside of the geographical jurisdiction of the Regional Center, if such reinvestment is consistent with the business and purpose of the Company as stated in Article III.

Article V
Allocation of Profits and Losses; Distributions of Cash Flow;
Certain Tax Matters

Section 5.01 Allocation of Profits and Losses

1. Net Profits. Except as otherwise provided herein, the net profits, if any, of the Company for each fiscal year of the Company (as determined in accordance with Section 5.02) shall be allocated to the Investing Members as follows:

(i) first, to each Investing Member until the cumulative profits allocated to such Investing Member pursuant to this Section 5.01(1) is equal to the cumulative losses allocated to the Investing Member pursuant to Section 5.01(2); and

(ii) second, to the Investing Members, pro rata in proportion to their respective Percentage Interests.

2. Net Losses. Except as otherwise provided herein, the net losses, if any, of the Company for each fiscal year of the Company (as determined in accordance with Section 5.02) shall be allocated to the Investing Members, as follows:

(i) first, to the Investing Members, pro rata in proportion to their respective share of net profits being offset, until the cumulative losses allocated to such Investing Members pursuant to this Section 5.01(2) is equal to the cumulative profits allocated to such Investing Members pursuant to Section 5.01(1)(ii) for any prior period;

(ii) second, if one or more Investing Members has a positive balance in his or her Capital Account, to such Investing Members in proportion to their respective positive Capital Account balances until such Investing Members' positive Capital Account balances have zero (0) balances; and

(iii) third, any remaining loss shall be allocated among the Investing Members pro rata in proportion to their respective Percentage Interests.

Section 5.02 Determination of Profits and Losses

The net profits and net losses of the Company shall be determined in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standard Board. An accounting shall be

made for each fiscal year to determine the Investing Members' respective shares of net profits or net losses of the Company which shall be credited or debited, as the case may be, to the Investing Members' respective Capital Accounts. For tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to and among the Investing Members in the same in which they share profits and losses including any benefits such as the allocation to the Investing Members of any tax-exempt interest if received by the Company.

Section 5.03 Distributions of Cash Flow

1. Cash Flow from Operating Profit. Subject to Applicable New York Law and any limitations contained elsewhere in this Agreement, the Manager may elect from time to time, in its sole discretion, to distribute Cash Flow from Operating Profit to the Investing Members pro rata in proportion to their respective Percentage Interests.

2. Cash Flow from Return of Investments. Subject to Applicable Law and any limitations contained elsewhere in this Agreement, the Manager may elect from time to time, in its sole discretion, to distribute Cash Flow from Return of Investments to the Investing Members, in accordance with the following priority:

(i) first, to the Investing Members pro rata in proportion to their Unreturned Capital Contributions until such Unreturned Capital Contributions have been fully repaid; and

(ii) second, to the Investing Members pro rata in proportion to their respective Percentage Interests.

3. Annual Distributions. Subject to applicable New York law and any limitations contained elsewhere in this Agreement, it is the intention of the Manager on or about March 1st of each fiscal year, to distribute to the Investing Members pro rata in proportion to their respective interests, 80% of distributable Cash Flow from Operating Profit accrued by the Company during the prior fiscal year. This distribution may contain both tax exempt interest pass-through and Operating Profit.

Section 5.04 Right to Distributions

No Investing Member shall have the right to receive distributions of property from the Company, except as set forth in Sections 5.03 and Article X herein. No Investing Member shall have the right to receive a return of any or all of the Investing Member's Capital Contribution.

Section 5.05 Unrealized Receivables

In the event of a reduction in a Investing Member's membership Interest (provided such reduction does not result in a complete termination of such Investing Member's Interest), such Investing Member's share of the Company's "unrealized

receivables" (within the meaning of Section 751(c) of the Code), if any, shall not be reduced so that the portion of the net profit which is taxable as ordinary income (recaptured) for federal income tax purposes shall, to the extent possible without increasing the total gain to the Company or to any Investing Member, be allocated among the Investing Members in proportion to the deductions (or basis reductions treated as deductions) giving rise to such recapture. Any question as to the aforesaid allocation which cannot be resolved in the manner specified above, shall be resolved by the Manager in its reasonably exercised discretion.

Section 5.06 Withholding

1. Compliance with Withholding Obligations. The Manager shall take such action as may be necessary for the Company to comply with withholding obligations imposed on the Company under the Code and under any other applicable foreign, state or local law.

2. Withholding on Distributions. If the Company makes a distribution to an Investing Member and determines that withholding is required, the Company shall have the right to withhold from the amount otherwise distributable to such Investing Member the amount required to be withheld and shall remit such amount to the Internal Revenue Service or the foreign, state or local tax authorities. Any amount withheld from a distribution and remitted shall be deemed distributed to such Investing Member.

3. Withholding Where No Distribution Occurs. If the Company is required to withhold in a situation where no distribution has been or will be made or where the amount of the distribution is insufficient to meet the withholding obligation, the Company shall remit the required amount, and the amount shall be treated as a withholding loan ("Withholding Loan") by the Company to such Investing Member. A Withholding Loan shall (i) be payable by a Investing Member on fifteen (15) days' notice from the Company, (ii) shall be interest free until the date of expiration of the notice, (iii) bear interest at 10% per annum or the highest rate allowed by law, whichever shall be the higher, from the date of expiration of the notice, and (iv) be secured by such Investing Member's Interest in the Company. Any amount otherwise distributable to a Investing Member with an outstanding Withholding Loan balance may be retained by the Company and offset against amounts owed pursuant to the Withholding Loan.

4. Funding Shortfall. If the Company is unable to meet a withholding obligation with respect to an Investing Member (including, but not limited to, a situation in which the Company did not withhold a sufficient amount on a distribution to the Investing Member or made a distribution to the Investing Member without maintaining a sufficient amount of capital for withholding obligations with respect to such Investing Member whether described in Section 5.06(2) or (3)), the Manager shall immediately notify such Investing Member of the

expected shortfall, and upon receipt of such notice such Investing Member shall immediately transfer funds to the Company sufficient to permit the Company to remit the required amount to the appropriate tax authority.

5. Manager Not Liable for Excessive Withholding. The Manager alone shall determine (i) the amounts (if any) required by law to be withheld (absent an exemption) with respect to the tax obligations of any Investing Member, and (ii) the sufficiency and bona fides of any claim by a Investing Member to an exemption from such withholding. The Investing Members acknowledge that withholding with respect to a Investing Member may be required if (a) no exemption from withholding has been claimed by such Investing Member, (b) such Investing Member has not complied with all requirements for any claimed exemption from withholding, or (c) there has been a change in the law applicable to any claimed exemption from withholding. So long as the Manager acts in good faith in making such determinations, neither the Company nor the Manager shall be liable to any Investing Member for any amounts withheld and paid over as taxes to any government or political subdivision thereof without regard to whether such amounts are actually owed as taxes by the Investing Member with respect to which they have been withheld. In making such determinations, the Manager may engage accountants, lawyers and other consultants, and have their reasonable expenses paid by the Company, subject when practicable to prior consultation with the Investing Member. The Manager will provide to the Investing Member such information as is required by law concerning amounts withheld and shall otherwise cooperate with the Investing Member in any efforts made by the Investing Member to obtain credit for or a refund of any tax withheld with respect to the Investing Member.

Section 5.07 Overriding Allocations.

The allocations of items of net income and net losses provided for in this Section 5.07 shall override all other provisions of this Agreement.

1. Qualified Income Offset. In the event that net losses, if allocated pursuant to the provisions of Section 5.01, would create deficit balances in the Capital Accounts of a class of Investing Members (i.e., Manager or Investing Members), such losses shall instead be allocated, pro rata to the class of Investing Members which has positive Capital Account balances to the extent of such positive Capital Account balances. In the event that deficit balances do occur in the Capital Accounts of a class or all classes of Investing Members, all gains shall be first allocated (pro rata between classes based on such deficit balances) so as to eliminate such deficit balances as quickly as possible. This provision shall be deemed to constitute a Qualified Income Offset for purposes of the Treasury Regulations under Section 704(b) of the Code.

2. Non-Recourse Debt. Losses attributable to non-recourse debt shall be allocated among the Investing Members in proportion to their respective

positive Capital Account balances, if any, to the extent such allocations would otherwise cause their aggregate negative Capital Accounts to exceed the Minimum Gain (as defined in the Treasury Regulations under section 704(b) of the Code) determined at the end of the taxable year to which such allocations relate.

3. Special Allocations. Subject to the provisions of Sections 5.07(1)-(2), but notwithstanding any other provisions of this Agreement, any special allocations made pursuant to Sections 5.07(1)-(2) shall be taken into account for purposes of determining subsequent allocations of net income and net losses so that the total allocations shall, to the extent possible, equal the allocations that would have been made if this Section 5.07 had not previously been applied.

Article VI
Rights, Powers and Duties of Manager

Section 6.01 Powers and Responsibilities of the Manager.

Subject to the provisions of this Agreement, to the maximum extent permitted by Applicable New York Law, the Manager shall have full, exclusive and complete discretion, power and authority, to manage, control, administer and operate the business and affairs of the Company for the purposes herein stated, to make all decisions affecting such business and affairs, including, without limitation, the day-to-day operational decisions for the Company, to adopt such accounting rules and procedures as it deems appropriate in the conduct of the business and affairs of the Company, and to do all things which it deems necessary or desirable in the conduct of the business and affairs of the Company, including, without limitation, for Company purposes, the power

(i) to receive, invest and expend Capital Contributions and receipts of the Company and to incur obligations and liabilities on behalf of the Company in furtherance of the Company's business;

(ii) to employ such Affiliates and personnel and enter into such management agreements as it shall deem desirable or advisable for the conduct of Company activities, including the hiring of permanent, temporary, shared or part-time employees and outside contractors, accountants, attorneys and consultants, and to determine their compensation and other terms of employment;

(iii) to use commercially reasonable efforts to meet the objectives of the Company, including investment by the Company in the Regional Center to create employment for a minimum of ten (10) full-time employees for each Investing Member within two (2) years of the date that each Investing Member becomes a conditional permanent resident of the United States (note: reasonable economic

methodologies may be utilized to demonstrate job creation; full-time employees may include "job-sharing", where two employees combine to fill what is clearly demonstrated as "one full-time position"; and the demonstration of job creation may be prospective and the new employment caused by Company investments may occur after two years from the date the Investing Members become conditional residents of the United States);

(iv) for purposes of meeting the immigration objectives of the Company as set forth in Article III, to allocate the jobs created by the Company's investments, if any, to the Investing Members based on the dates on which the Investing Members obtain conditional permanent residence (by way of example only, the Investing Member who first obtains conditional permanent residence in the United States will be first allocated the jobs created by the Company investments);

(v) to take such action and to execute and deliver such documents as may be required in connection with any lease, loan, investment, bond, indemnity, security agreement, escrow, or bank letter of credit;

(vi) to issue a certification of admission of Investing Members into the Company;

(vii) to enter into, perform and carry out contracts of any kind, including, without limitation, contracts with Affiliates, necessary to, in connection with, or incidental to the accomplishment of the objectives of the Company;

(viii) to purchase, at the expense of the Company, liability and other insurance to protect Company assets, as the Manager deems prudent in its sole discretion;

(ix) to do any and all other things affecting the rights and obligations of the Company, including, and without limiting the generality of the foregoing, the employing of attorneys and the incurring of other legal expenses, at the expense of the Company, for the conduct or settlement of claims and litigation;

(x) to confess a judgment against the Company; and

(xi) to make decisions with respect to (i) any merger or any other combination of the Company with another corporation, Company or entity, however effected, (ii) any acquisition by the Company of all or substantially all of the assets or business of, or a controlling ownership interest in, a corporation, Company or other entity, (iii) any liquidation, dissolution or winding up of the Company (except as otherwise provided in Article X), (iv) any payment of compensation (monetary or non-monetary) by the Company, or (v) any agreement, undertaking or commitment of or by the Company with, or any transaction

between the Company and, any Investing Member, or any Affiliate, manager, officer, director, member, Investing Member or stockholder of any of the foregoing.

Section 6.02 Additional Rights, Powers and Duties of the Manager.
Without limiting any rights, power or authority of the Manager, the Manager is hereby authorized, to the maximum extent permitted by Applicable Law, with additional rights, as follows, which is not intended to be an exhaustive list:

(i) to execute the Subscription Agreement with each Investing Member;

(ii) to not be liable for any debts, liabilities, contracts or obligations of the Company

(iii) to comply with all federal and state income tax withholding requirements, including withholding requirements applicable to non U.S. residents, in accordance with Section 5.06;

(iv) to approve decisions and other operations of the Company, in accordance with Section 6.01;

(v) to pay, on behalf of the Company (and subject to reimbursement if paid by the General Investing Member), all Company expenses and any and all special expenses incurred in accordance with Section 8.01 and Section 8.03;

(vi) to be reimbursed for all expenses paid on behalf of the Company, except as otherwise set forth in Section 4.03(2);

(vii) to maintain a list of all Investing Members and to act as a liaison between the Investing Members and the Company, in accordance with Section 12.03; and

(viii) to deposit Capital Contributions of the Company in interest-earning, short-term, liquid accounts as is prudent from time to time, in the Manager's sole discretion.

Section 6.03 Withdrawal of the Manager
The Manager may not resign, retire or voluntarily withdraw from the Company unless (i) another Manager is substituted and (ii) counsel for the Company is of the opinion such resignation, retirement or withdrawal from the Company will not cause the Company to be dissolved under Applicable Law, (b) to be classified other than as a Investing Membership for federal income tax purposes, and (c) to be terminated. A Manager who resigns, retires or withdraws from the Company in violation of this Agreement will be and remain liable to the Company and the Investing Members thereof for damages resulting from the Manager's breach of this Agreement, and without limitation of remedies, the Company may offset

such damages against the amounts otherwise distributable to the resigning, retiring or withdrawing Manager.

Section 6.04 Transfer of Manager Interest

The Manager has the right to sell, exchange, pledge, hypothecate, encumber, assign or otherwise dispose of all or any portion of its Membership Interest, so long as (i) counsel for the Company is of the opinion that such transaction will not cause the Company to be classified other than as a Investing Membership for federal income tax purposes or cause the Company to terminate for federal income tax purposes, (ii) counsel for the Company is of the opinion that such transaction will not require registration of the Manager's Membership Interest with the SEC or any state securities agency (unless such registration has been made), (iii) the assignees of the Manager's Membership Interest, or portion thereof, have agreed to be bound by the provisions of this Agreement and all other applicable agreements, and (iv) the Company is reimbursed by the Manager for selling, transferring, exchanging or otherwise disposing of its Membership Interest for the Company's expenses in connection with the transaction.

Section 6.05 Amendments to Company Agreement.

The Manager may amend this Agreement, without the consent of the Investing Members, in any way deemed necessary or desirable by it (i) to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of the Code or any federal or state agency, or in any federal or state statute, compliance with which it deems to be in the best interest of the Company, (ii) to comply with any Treasury Regulations regarding Company allocations, or (iii) to make ministerial amendments to this Agreement which do not have a material adverse effect upon the rights or interests of the Investing Members, including, without limitation, amendments to cure any ambiguity or to convert or supplement any provision in a manner consistent with the intent of this Agreement. Additionally, the Manager shall have the right to amend Exhibit A without consent of the Investing Members to reflect the admission of Additional or Substitute Investing Members. Further, the Manager shall amend this Agreement, without the consent of the Investing Members, in order to comply with rules and regulations of the USCIS with respect to the Investing Members attaining lawful permanent resident status, provided such amendments do not violate applicable laws or covenants or materially affect rights or obligations of the Manager or Investing Members. Notwithstanding the foregoing, no amendment by the Manager may affect the voting or economic rights of any Investing Member without such Investing Member's express consent.

Section 6.06 Removal of the Manager; Purchase Price of Interest

1. Grounds for Removal. To the extent permitted under the Company Act, the Manager may be removed and a new Manager admitted to the Company if such removal is due to proof (proof being defined as a judicial determination in a court having jurisdiction of such matter) of (i) a material breach of this Agreement

by the Manager, or (ii) gross negligence or willful or wanton misconduct on the part of the Manager. If a final judicial determination is made such that the Manager is properly removed under this Section 6.06(1), the Required Majority of the Investing Members may elect (a) to convert the Manager's Membership Interest to that of a Investing Member, so long as a substitute Manager has been appointed and admitted upon a vote of the Required Majority of the Investing Members, in which case the Percentage Interests of the Investing Members and the removed Manager will be reduced pro rata to provide for a Membership Interest to a substitute Manager, which interest shall be determined by the Required Majority of the Investing Members, and the removed Manager after such conversion shall have only those rights and obligations of a Investing Member (but shall be entitled to those fees, distributions, profits and losses allocated hereunder to such Manager prior to its conversion), (b) to dissolve the Company in accordance with Article X, or (c) to have the Company purchase the removed Manager's Membership Interest as provided in Section 6.06(2) hereof, and appoint and admit a substitute Manager. If the Investing Members fail to elect one of the foregoing options within ninety (90) days following the final judicial determination that the Manager is properly removed under this Section 6.06(1), then the Investing Members shall be deemed to have elected to dissolve the Company in accordance with Article X. Any distributions or fees owed to a removed Manager shall be held in escrow by the Company for a period of not more than ninety (90) days and may be used to offset any amounts owed by such Manager to the Company.

2. Purchase Price of Manager Interest. The purchase price of the Manager's Membership Interest in the event the Investing Members elect to have the Company purchase the Manager's Membership Interest in accordance with Section 6.06(1) above or the Company business is continued in accordance with Section 10.02 hereof, shall be the balance of the Manager's Capital Account as of (i) the date a final judicial determination is made that the Manager is properly removed under Section 6.06(1) above, or (ii) the date of the Governing Occurrence (as defined in Section 10.02 hereof), as the case may be (the "Valuation Date"). For purposes of the foregoing sentence, the Manager's Capital Account shall be adjusted as of the Valuation Date in accordance with Section 4.02 to include, without limitation, all distributions and allocations of profits, gains, losses and expenses accrued as of the Valuation Date. The Manager shall also be paid for all accrued, but unpaid fees due under this Agreement to the Manager as of the Valuation Date. The closing of the purchase and sale of the Manager's Membership Interest hereunder shall occur within Fifty (30) days after the Investing Members have elected to acquire the Manager's Membership Interest in accordance with Section 6.06(1) above or the Company business is elected to continue under Section 10.02 hereof, as the case may be. The purchase price of the Manager's Membership Interest shall be paid in two annual installments, with the first installment due at the time of the closing and the second installment due one year thereafter.

Section 6.07 Performance of Duties; Liability of Manager

To the fullest extent permitted under Applicable New York Law, the Manager shall not be liable to the Company or to any Investing Member for any loss or damage sustained by the Company or any Investing Member, unless the loss or damage shall have been the result of the Manager's material breach of this Agreement, gross negligence or willful or wanton misconduct. The Manager does not guarantee (i) the return to any Investing Member of such Investing Member's Capital Contribution or any profit from the operation of the Company, and the Manager shall not be responsible to any Investing Member as a result of a loss of his or her investment in the Company, and (ii) that a Investing Member will obtain permanent residence in the United States as a result of such Investing Member's investment in the Company, and the Manager shall not be responsible to a Investing Member as a result of the Investing Member being unable to obtain such residency. The Manager shall perform its duties in good faith, in a manner it reasonably believes to be in the best interests of the Company and its Investing Members, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The Manager who so performs the duties of a Manager shall not have any liability by reason of being or having been the Manager of the Company.

Section 6.08 Annual Interest Income Pass -Through to the Manager.

1. In addition to the Administrative Fee and its Percentage Interest as set forth in Section 4.01 (2) and Exhibit A of this Agreement, the Manager shall be paid an Annual Interest Income Pass-Through for not less than the full five (5) year term of the Loan. All unspent Annual Interest Income Pass-Through amounts shall be retained by the Manager for its own account on a fiscal year basis after payment of all Company Administrative and Operating Expenses for each applicable fiscal year. The amount of the Annual Interest Income Pass-Through to be paid to the Manager shall be calculated, as equal to the greater of the following:

a. the total dollar value of the interest amount which accrues to the Company under the Loan Agreement executed with the Borrower or any other loan agreement entered into by the Company for reinvestment or other purposes minus a dollar amount representing the dollar value of the interest calculated upon one (1) percentage point of the total annual interest received by the Company; or

b. an amount not less than Four and a Half percent (4.5%) of the Investing Members' total initial Capital Contribution calculated and payable on a quarterly basis to the Manager by the Company.

2. The Annual Interest Income Pass-Through, as calculated in Section 1 immediately above, shall be administered, as follows:

a. be allocated and released to the Manager on a quarterly basis of substantially equal payments throughout each calendar year; and

b. Accrue each month in an amount as calculated in Section H(1) immediately above.

3. The Annual Interest Income Pass-Through owed to the Manager shall commence accruing as of the first month in which each Investing Member's initial Capital Contribution is released to the Company from the Escrow Account, and be due and payable to the Manager, with respect to the amounts as thus accrued, on January 1, April 1, July 1, and October 1 of each fiscal year of the Company. In the event the Target Investment or any reinvestment of all or any portion of the proceeds of a Target Investment is unable to produce an amount equal to the combined Annual Interest Income Pass-Through and the amount payable to the Company, the interest income thus produced shall be distributed to the Manager first with any remaining interest income to the Company on the basis of not less than four and a half percent (4.5%) to the Manager and an amount not to exceed one percent (1%) to the Company. In the event the Investment of Capital in Target Investment is unable to produce an amount equal to five and a half percent (5.5%) of the total initial Capital Contributions of the Investing Members, the interest income thus produced shall be distributed to the Manager and the Investing Members shall be responsible for paying the remainder of the Annual Interest Income Pass-Through due to the Manager, but not paid by the interest income produced.

4. The repayment of the Loan may be accelerated in the event of an Initial Project Denial and the Company's exhaustion of all reasonable Administrative remedies within the USCIS system (a "Final Project Denial"), as further provided in the Loan Agreement.

Section 6.09 Responsibilities Regarding Company Expenses; Payment of Ordinary Expenses

In accordance with Article IX of this Agreement, the Manager agrees that it shall use the proceeds of the Annual Management Fee to pay for normal, recurring daily operating expenses of the Company, incurred in the ordinary course of business, including, without limitation, accounting, record keeping, rent, utilities, providing necessary documents, and any other normal, recurring day-to-day operating expenses. Notwithstanding the foregoing, the Manager shall not be responsible for expenses incurred outside of the ordinary course of business of the Company, including, without limitation, legal fees, litigation costs, audits by outside agencies, audits conducted pursuant to Section herein, natural disasters, economic disruption, theft or fraud by third parties, and any extraordinary expenses incurred outside the normal course of business, including any costs associated with securing the return of the original investment capital to the Company.

Article VII

Rights and Obligations of Investing Members

Section 7.01 Rights, Powers and Duties of Investing Members.

To the fullest extent permitted under the Company Act, the Investing Members shall only have the rights expressly set forth in this Agreement. Notwithstanding any contrary provision contained in this Agreement, no Investing Member shall take part in the day-to-day management of the business of, or transact any business for, the Company, or perform or exercise any right, power or duty which would deprive such Investing Member of Investing Membership status or limited liability under the Applicable New York Law, including the Company Act, and no Investing Member shall have the power to sign for or bind the Company in any manner whatsoever. No salary shall be paid to any Investing Member nor shall any Investing Member have a drawing account. No Investing Member shall perform any act which is detrimental to the best interests of the Company or which would make it impossible to carry on the ordinary business of the Company.

Section 7.02 Approval Rights of the Investing Members.

Notwithstanding anything in Article VI, the Investing Members shall have the right to vote on those matters set forth below in this Section 7.02. The approval of the Required Majority of the Investing Members shall be required for the following:

(i) any change in the policy or nature of the Company's business as stated in Article III; and

(ii) the liquidation, dissolution or termination of the Company, as set forth in Article X hereof.

Section 7.03 Regular Consultation and Advice of Investing Members

Although not required by this Agreement, the Company may hold annual meetings at the place and time selected by the Manager. Investing Members may participate in any meeting through the use of any means of conference telephones or similar communications equipment as long as all Investing Members participating can hear one another. An Investing Member so participating is deemed to be present in person at the meeting. At such meetings, the Investing Members may consult with and advise the Manager with respect to the financial matters and operation of the business of the Company, including, but not limited to, the following:

1. the formulation of the business policies and practices of the Company;

2. the expansion or contraction of the business of the Company; and

3. such other Company matters as any Investing Member may choose to discuss at such meetings.

In addition to the foregoing, a meeting of the Investing Members may be called by the Manager or by Investing Members holding more than ten percent (10%) of the Percentage Interests held by the Investing Members for any matters on which the Investing Members may vote under this Agreement or to consult with and advise the Manager with respect to the financial matters and operation of the business of the Company, as set forth above.

Furthermore, the Manager shall provide reports to the Investing Members regarding the business and investment of the Company to the extent required under the Company Act.

Section 7.04. Voting Rights of Investing Members

Although the Investing Members generally have limited power to participate in the management of the Company, the Manager will have no authority to cause the Company to engage in any of the following actions without the affirmative written vote or consent of the Required Majority of the Investing Members:

1. The alteration of the primary purpose or business of the Company; and

2. The dissolution of the Company, except as otherwise provided in this Agreement.

Section 7.05. Filing of I-526 and I-829 Petition Templates

Each Investor who is accepted as an Investing Member of the Company shall have their I-526 and I-829 petitions prepared and provided to the USCIS by a licensed immigration attorney in good standing within a jurisdiction of the United States of America who is acceptable to the Manager of the Company at its sole discretion. No Investing Member may file their I-526 or I-829 petitions with the USCIS without the assistance of an attorney as provided under this Section.

Article VIII

Transfer of Membership Interests

Section 8.01 Assignment of Investing Membership Interests

1. Transfer of Interest. Subject to Sections 8.01(3), 8.01(4), 8.02 and 8.09 of this Agreement, a Investing Member may sell, transfer or otherwise assign its Membership Interest as a Investing Member by a duly executed written instrument of assignment, provided that the terms of such instrument are first approved by the Manager, which approval may be withheld in the Manager's sole discretion, and are not in contravention of any of the provisions of this Agreement.

Any assignee of a Membership Interest (whether or not such assignee becomes a Substitute Investing Member) who desires to make further assignments of such Membership Interest shall be subject to all of the restrictions on the transferability of such Membership Interest contained herein. Unless an assignee becomes a Substitute Investing Member pursuant to Section 8.02 hereof, it shall not be entitled to any of the rights granted to a Investing Member hereunder other than the right, unless prohibited by Section 8.01(2), to receive all or part of the share of profits, losses and distributions to which its assignor would otherwise be entitled.

2. Rights of Assignee. An assignee of record shall be entitled to receive distributions of Cash Flow from Operations, distributions of Cash Flow from Return of Investments, distributions on liquidation of the Company, and allocations of profits and losses attributable to the Membership Interest acquired by reason of such assignment from and after the effective date of the assignment of such Membership Interest to it; however, anything herein to the contrary notwithstanding, the Company and the Manager shall be entitled to treat the assignor of such Membership Interest as the absolute owner thereof in all respects, and shall incur no liability for allocations of profit, loss, or distributions which are made in good faith to such assignor, until such time as the conditions set forth in Section 8.01(3) have been met and the duly executed written instrument of assignment has been delivered and approved as set forth in Section 8.01(1). Provided the Company has actual notice of an assignment of the Membership Interest, the effective date of such assignment on which the assignee shall be deemed an assignee of record shall be the last day of the month of receipt and approval of the written instrument of assignment by the Company, unless the Manager agrees to accept some other effective date.

3. Restrictions on Transfer. No sale, transfer, assignment, pledge or other disposition of all or any part of a Membership Interest in the Company (whether voluntary, involuntary or by operation of law) may be made unless all of the following conditions have been satisfied:

(i) no such sale, transfer, assignment, pledge or other disposition shall be made which, in the opinion of counsel to the Company, may result in the termination of the Company for the purposes of any applicable legal statute or this agreement;

(ii) no such sale, transfer, assignment, pledge or other disposition shall be made where the assignor and assignee agree in connection therewith that the assignor shall exercise any residual powers remaining in it as a Investing Member in favor of or in the interest or at the direction of the assignee;

(iii) no such sale, transfer, assignment, pledge or other disposition shall be made to a minor or incompetent;

(iv) no such sale, transfer, assignment, pledge or other disposition shall be made if, in the opinion of counsel to the Company, such assignment may not be effected without registration under the Applicable Securities Acts;

(v) no such sale, transfer, assignment, pledge or other disposition of any Investing Member's Membership Interest shall be made until after the removal of the condition on the Investing Member's permanent residence status;

(vi) no such sale, transfer, assignment, pledge or other disposition shall be made unless it complies with the applicable provisions of the Applicable Securities Acts;

(vii) the assignee, if requested by the Manager, presents an opinion of counsel, acceptable to counsel to the Company, that such assignment will not adversely affect the status of the Company as a Company for federal income tax purpose; and

(viii) in the case of a purchase by the Company of a Investing Member's Membership Interest, the purchase price may not exceed the fair market value of the Membership Interest, as determined by an impartial appraisal.

4. Prohibited Transfer. Any assignment, sale, exchange, transfer or other disposition in contravention of any of the provisions of this Section 8.01 shall be void and ineffectual, and shall not bind or be recognized by the Company.

Section 8.02 Absolute Discretion of Manager as to Substitution of Investing Member

No Investing Member shall have the right to substitute an assignee as an Investing Member in its place without the written consent of the Manager, which consent may be withheld in the Manager’s sole discretion. Additionally, in no event shall an assignee become a Substitute Investing Member in place of his assignor unless all of the following conditions are first satisfied:

(i) the assignor and assignee shall have executed and acknowledged a written instrument of assignment, in a form acceptable to the Manager, and shall have filed such instrument with the Company, which instrument shall specify, among other things, the Membership Interest being assigned;

(ii) the assignor and assignee shall have executed and acknowledged such other instruments as the Manager may deem necessary or desirable to effect such substitution including the written acceptance and adoption by the assignee of the provisions of this Agreement; and

(iii) the provisions of Sections 8.01(3), 8.03 and 8.04 of this Agreement are satisfied.

Section 8.03 Payment of Costs and Expenses

All costs and expenses incurred by the Company in connection with the assignment of a Company membership Interest, and/or the substitution of an assignee as a Substitute Investing Member, including any filing fees and publishing costs and the fees and disbursements of counsel, shall be pre-paid by the assigning Investing Member, or if not paid by it, then by the assignee.

Section 8.04 Substitute Investing Members Bound.

Each person who becomes an Investing Member in the Company by becoming a Substitute Investing Member shall and does hereby agree to be bound by the provisions of this Agreement and does hereby ratify and agree to be bound by all prior action taken by the Company.

Section 8.05 No Buy or Sell Options.

The Investing Members do not have a sell or buy option concerning the transfer of a Membership Interest.

Section 8.06 Prohibition of Redemption

The Company is not obligated to redeem or purchase a Investing Member's Membership Interest at any time or under any circumstances.

Section 8.07 Admission of Investing Members Acquiring Units

Each Investor subscribing to a Unit in connection with the Offering may be admitted as a Investing Member to the Company, upon the funding of the Company Subscription Price or the release of the Subscription Price from the Escrow Account according to the Subscription Agreement, which will occur upon (A) the Investor depositing full funding of the Subscription Price into the Escrow Account, (B) the Manager approving the Investor as an Investing Member of the Company by issuing to Investor a written Certificate of Membership Interest in the Company; provided, however, the Manager has the right, in its sole discretion, to reject any subscription application for any reason or no reason.

Section 8.08 Limited Right of Withdrawal, Replacement and Removal of an Investing Member.

An Investing Member shall have only the right of withdrawal from the Company and for return of the Subscription Price as provided in subsections (1), (2), (3), (4), and (5) below, and the Manager shall have the limited right to replace a Investing Member as follows:

(1) **Rejected Subscription**. Except as provided in paragraph (2) below, that if the Manager elects, in its sole discretion, to reject as a member of the Company a Investing Member whose funds are being held in the Escrow Account for any reason or for no reason (even if such Investing Member's I-526 Petition has been approved), (i) the Subscription Proceeds deposited into the Escrow Account will be returned to the Investing Member's account from which such Subscription Proceeds originated and (ii) the Manager shall return the Administrative Fee to the Investing Member.

(2) **Delayed Filing of I-526 Petition**. In the event that a Investing Member has not filed his or her I-526 Petition such that the delay may cause the Investing Member and/or the Company harm or other financial detriment (the "Delayed Investing Member"), the Manager reserves the right, but shall not be obligated, to replace such Delayed Investing Member with a replacement Investing Member for participation as member in the Company. The Delayed Investing Member may elect to participate in an alternative investment project offered by the Manager or an affiliate of the Manager (an "Alternative Investment"). In the event that (i) the Manager replaces the Delayed Investing Member and (ii) the Delayed Investing Member elects not to participate in an Alternative Investment following the Delayed Investing Member's engagement in proper due diligence, then (A) the Subscription Proceeds deposited into the Escrow Account will be returned to the Delayed Investing Member's account from which such Subscription Proceeds originated and (B) the Manager shall return the Administrative Fee to the Investing Member.

(3) **Denial of I-526 Petition**.

(i) **Subscription Proceeds.**

(A) If (1) a Investing Member's I-526 Petition has been denied (without appeal or after denial of any appeal) by USCIS and (2) the Subscription Proceeds from such Investing Member still remains in the Escrow Account at such time, then the Escrow Agent shall return to the denied Investing Member identified in the Written Direction of the Manager, all of his or her Subscription Proceeds to the account from which such Subscription Proceeds originated, without deduction or payment of interest.

(B) If (1) a Investing Member's I-526 Petition has been denied (without appeal or after denial of any appeal) by USCIS and (2) the denied Investing Member's Subscription Proceeds previously were released from the Escrow Account in accordance with Section 4(a) of the Escrow Agreement, the Escrow Agent shall return the Subscription Holdback Amount to the account from which such Subscription Holdback Amount originated, if such funds are still in the Subscription Holdback Account, to the denied Investing Member identified in the Written Direction of the Manager, without deduction or payment of interest. In such circumstances, the Manager shall also include in the Written Direction to the Escrow Agent instructions to release an additional amount from the Subscription Holdback Account (representing the Subscription Holdback Amount of other Investing Members) to the Company Account to enable the Company to continue its operations without deficit being caused by the Company's refund of the denied Investing Member's Subscription Proceeds in accordance with the terms and conditions set forth in the Company's Operating Agreement. The additional amount to be disbursed from the Subscription Holdback Account to the Company Account shall equal $400,000.00 (in the case where the denied Investing Member's Subscription Holdback Amount

has been directly refunded by the Escrow Agent from the Subscription Holdback Account) or $500,000.00 (in the case where a denied Investing Member's Subscription Holdback Amount has been previously released from the Escrow Account into the Company Account in accordance with Section 4(b)(III)(i)(B)) of the Escrow Agreement.

(C) If there are insufficient funds available in the Subscription Holdback Account or the Company Account to refund the full amount of the Subscription Proceeds to the denied Investing Member as provided in Section 4(b)(III)(i)(B) of Escrow Agreement, then such refund may be delayed until there is at least $500,000.00 of funds in the Subscription Holdback Account, representing the Subscription Holdback Amounts of other Investing Members, to enable the refund to the denied Investing Member (taking into account any portion of the Subscription Holdback Amount of such denied Investing Member then remaining in the Subscription Holdback Account which would be applied towards such refund). In the event the Company is unable to refund the full amount of a denied Investing Member's Subscription Proceeds, the Company shall use best efforts to substitute the denied Investing Member with the next Investing Member who (A) the Manager accepts as a member of the Company (as evidenced by a copy of the Certificate of Membership Interest issued by the Manager), (B) deposits the full amount of the Subscription Proceeds with the Escrow Agent and (C) files his or her I-526 Petition (the "Substituting Investing Member"). Notwithstanding the foregoing, no such substitution shall be made in the event all of the Subscription Proceeds have been funded to the Company.

(ii**) Administrative Fee.** If an Investing Member's I-526 Petition has been denied (without appeal or after denial of any appeal) by USCIS, the Escrow Agent shall return, if not previously disbursed to the Company Account, the Administrative Fee to the account from which such Administrative Fee originated. If the Administrative Fee has been previously disbursed by the Escrow Agent to the Company, the Manager shall return the Administrative Fee to the denied Investing Member. Notwithstanding the foregoing, if the Investing Member is at fault in providing information related to the I-526 Petition or misrepresents information on his or her I-526 Petition or the I-526 Petition is denied due to lack of sufficient evidence of source of funds, then $20,000 of the Administrative Fee shall either be disbursed to (if such Administrative Fee is in the Escrow Account) or retained by (if such Administrative Fee has been disbursed into the Company Account) the Manager for costs incurred on behalf of the denied Investing Member.

(4) Following the return of the withdrawing Investing Member's Subscription Price in accordance with the Company Operating Agreement sections 8.08(1) through (3), any balance in the withdrawing Investing Member's Capital Account shall be forfeited to the Manager and transferred to an account designated by the Manager as compensation to the Manager for the costs associated with replacing or

attempting to replace the withdrawing Investing Member within the Company. Further, such profit or gain, if any, is deemed earned by the Manager to recoup costs associated with liquidating the investment of the withdrawing Investing Member's initial Capital Contribution.

(5) **Failure to Obtain Conditional Permanent Residence.** If the Investing Member's I-526 petition has been approved by the USCIS after admission as a Investing Member in the Company by the Manager, but the Investing Member thereafter fails to obtain a conditional visa for any reason, the Investing Member shall provide the Company with written notification of its election to withdraw by no later than fifteen (15) business days following the denial of the Investing Member's conditional visa. The withdrawal of the Investing Member shall be subject to the Manager's written approval in its sole discretion and, only upon such approval, shall be effective as of the date the withdrawal notice is received by the Company. Following the Manager's election, if at all, to allow the Investing Member's withdrawal in accordance with this section, the Investing Member's initial Capital Contribution (i.e., $500,000.00) shall be paid to the withdrawing Investing Member as soon as the Company has funds available to make such payment; provided, however, that in no event shall the Company be required to make such payment if it would have an adverse effect on:

(i) the Manager is unable to locate a replacement Investor;

(ii) the Capital Accounts of any other Investing Member;

(iii) the business and/or immigration objectives of the Company; and/or

(iv) any other Investing Member's immigration objective of obtaining permanent residence in the United States.

Upon withdrawal pursuant to the above provisions, the Investing Member shall not be entitled to any return of the Administrative Fee or allocation or distribution of profits or gains that may have accrued from the time that the Investing Member's initial Capital Contribution was released to the Company and admission into the Company to the date of receipt of a written withdrawal notice by the Manager. Further, such profit or gain, if any, is deemed earned by the Manager to recoup costs associated with liquidating the investment of the withdrawing Investing Member's initial Capital Contribution pursuant to Article VIII, section 8.08(5) of this Agreement

(6) Notwithstanding Sections (1) through (5) above, under no circumstances shall the Manager be required to locate or obtain a replacement Investing Member if the Manager determines, in its sole discretion, that any replacement Investing

Member would not be able to receive an immigration benefit pursuant to the EB-5 Immigration Investor Program.

Section 8.09 Admission of Additional Investing Members

The Company shall refuse to register any transferee or assignee of a Membership Interest unless the transfer is made in accordance with the Agreement, Regulation S as promulgated by the Securities Exchange Commission and/or other applicable provisions of the Applicable Securities Acts. Substitute Investing Members may be admitted to the Company subject to the provisions of this Section 8.09, pursuant to the provisions of Article VIII hereof.

Section 8.10. Denial of First I-526 Petition; Prepayment of Loan

1. Until the occurrence of an Initial Project Approval, in the event that there is a denial by the USCIS of an I-526 Petition of an EB-5 Investor in the Company solely due to deficiencies in the Target Project (an "Initial Project Denial"), and not for any deficiencies related to an individual investor or other deficiencies, the following shall occur:

(i) the Company covenants to pursue all reasonable administrative remedies within the USCIS system, including, without limitation, administrative appeals available within the USCIS system, other than judicial actions or proceedings filed in a court of law; and

(ii) upon exhaustion of all reasonable administrative remedies, and upon receipt of the final decision by an administrative body (the "Final Determination Date"), the Borrower (as defined in the Company Agreement) shall repay the full amount of the Loan plus interest to the date of such repayment within twelve (12) months of the Final Determination Date.

2. The Company shall provide notice of an Initial Project Denial to Borrower within five (5) business days of receipt of such notice of denial from the USCIS.

3. The Company shall provide Borrower a notice of acceleration of the Loan within five (5) business days of a Final Determination Date as provided above and within the Loan Agreement.

The legal fees incurred by the Company for the administrative appeals will be first paid by (or reimbursed to the Manager if the Manager paid the fees directly, from) the interest paid by the Borrower, and if that is insufficient, by the prepayment of the principal of the Loan. Any remaining amounts will be distributed to the Investing Members pursuant to the Company Operating Agreement. The Manager shall return an amount equal to the Administrative Fee to the Investing Members within ninety (90) days of the Final Determination Date.

Article IX

Expenses and Reimbursements

Section 9.01 Formation and Offering Expenses

In accordance with Section hereof, the Administrative Fee shall be paid to the Manager and shall be used by the Manager to pay for (i) the expenses incurred in connection with the formation of the Company and the Offering of the Units, including legal and promotional fees, including a "finders' fee", and (ii) the legal fees to be incurred in connection with the preparation of Company related documents that Investing Members and/or their respective legal counsel may reasonably request for submission of their respective applications for classification as an alien entrepreneur with the USCIS. The Investing Members agree that in no event will any portion of the Administrative Fee be used for legal fees incurred by an Investing Member for services performed by such Investing Member's separate counsel.

Section 9.02 Commercially Reasonable Ongoing Expenses.

The Investing Members acknowledge and agree that beyond the initial formation and Offering expenses set forth in Section 9.01 hereof, the Company anticipates incurring day-to-day expenses to operate the business of the Company. In accordance with Section 6.09, such day-to-day expenses incurred in the ordinary course of business of the Company shall be paid by the Manager from its own general revenues; provided, however, that under no circumstances shall the expenses described in Section 9.03 hereof be paid by the Manager.

Section 9.03 Extraordinary Expenses.

Notwithstanding any contrary provision, the Company shall be responsible for expenses of the Company incurred outside of the ordinary course of business of the Company, including, but not limited to, legal fees, litigation costs, audits by outside agencies, audits conducted pursuant to Section 12.01 herein, natural disasters, economic disruption, theft or fraud by third parties, costs incurred to recover any investment funds due and owing the Company and other extraordinary expenses incurred outside the ordinary course of business. Such foregoing expenses shall be paid directly by the Company and the Company shall not look to the Manager to pay such expenses.

Article X

Dissolution of the Company

Section 10.01 Events of Dissolution.

The death, legal incompetence, liquidation, dissolution, bankruptcy or withdrawal of any Investing Member shall not dissolve the Company. The Company shall be dissolved upon the earlier of (i) the expiration of the term of the Company as provided in Section 1.04 or (ii) the happening of any of the following:

(i) the sale or disposition of all or substantially all of the Company assets, or all investments made by the Company no longer remain outstanding, and the distribution of the proceeds thereof to the Investing Members so long as the dissolution occurs after a period of seven (7) years from the Effective Date and is approved by the Manager;

(ii) the consent of the Manager and the affirmative vote of the Required Majority of the Investing Members; provided, however, that the Investing Members agree that the Manager shall not vote or consent to a dissolution if such dissolution would be inconsistent with the business and objectives of the Company as set forth in Article III hereof;

(iii) the death, legal incompetence, resignation, withdrawal, liquidation, dissolution, or bankruptcy of a Manager, unless the Company is continued in accordance with Section 10.02 hereof;

(iv) the removal of the Manager and the election of the Investing Members to dissolve the Company in accordance with Section 6.06 hereof;

(v) upon an event which makes it unlawful for the Company to continue to conduct its business; or

(vi) the entry of a decree of judicial dissolution in accordance with the Act. Notwithstanding any contrary provision, dissolution of the Company shall not be effectuated as long as the Company maintains public or private sector investments within the Regional Center.

Section 10.02 Election to Continue

Upon the occurrence of any event provided in Section 10.01(iii) of this Agreement (a "Governing Occurrence"), the Company shall be dissolved unless (i) a new Manager is substituted within ninety (90) days of the Governing Occurrence, and such new Manager elects to continue the business of the Company in accordance with the terms of this Agreement, or (ii) a Required Majority of the Investing Members elects to continue the business of the Company in accordance with the terms of this Agreement upon the selection, effective as of the date of the Governing Occurrence, by a Required Majority of the Investing Members, of a new Manager within ninety (90) days of the Governing Occurrence, or (c) the Company then maintains any public sector investment possessing a maturity date past the Company's termination date set forth in Section 1.04 of this Agreement, in which case a Required Majority of the Investing Members shall elect a new Manager. In the event of a Manager's death, legal incompetence, resignation, withdrawal, liquidation, dissolution, or bankruptcy and the Company is continued pursuant to this Section 10.02, the Manager's Membership Interest shall be purchased by the

Company for the purchase price set forth in, and otherwise in accordance with, Section 6.06(2) hereof.

Section 10.03 Winding Up.

Upon dissolution under Section 10.01, no further business shall be conducted by the Company except for the taking of such action as shall be necessary for the winding up of the affairs of the Company and the distribution of its assets to the Investing Members pursuant to the provisions hereof; provided, however, that if the dissolution is caused by removal, death, legal incompetence, resignation, withdrawal, liquidation, dissolution, or bankruptcy of the Manager (and no Manager is substituted), such Person or Persons as the Required Majority of Investing Members shall designate as a liquidator (hereinafter, in the event, referred to as the "Liquidator") shall act as liquidating trustee and immediately proceed to wind up and terminate the business and affairs of the Company.

Section 10.04 Sale of Company Assets

Upon dissolution, the Manager or Liquidator, as the case may be, shall sell such of the Company assets as it deems necessary or appropriate. In lieu of the sale of any or all of the Company property, the Manager or Liquidator, as the case may be, may convey and assign all or any part of the Company property to the Investing Members in undivided interests as tenants in common or such other form of similar ownership as shall be applicable to the jurisdiction where the property is located. A full accounting shall be made of the accounts of the Company and each Investing Member thereof and of the Company's assets, liabilities, and income, from the date of the last accounting to the date of such dissolution. The net profits and net losses of the Company shall be determined to the date of dissolution and allocated, as provided in Article V, to the respective Capital Accounts of the Investing Members. In accounting for distributions of Company property, such property shall be valued at the fair market value at the date of dissolution as determined by an appraisal secured by the Manager or Liquidator, as the case may be, except that no value shall be placed upon the firm name or goodwill of the Company. Any difference between the valuation of the Company property and its book value shall be considered as though it represented net profit or net loss, and shall be allocated to the Capital Accounts of the Investing Members as though it represented net profit or net loss, in accordance with Article V. Any gain or loss on disposition of Company property shall be credited or charged to the Capital Accounts of the Investing Members in the same manner as the difference between the valuation of Company property and its book value.

Section 10.05 Distribution of Assets

The Manager or Liquidator, as the case may be, shall apply the remaining Company assets, in the following order of priority:

(i) first, to the payment and discharge of, or reservation for, all of the Company's debts and liabilities to third parties and to the Manager but not any of the

Investing Members, and the expenses of dissolution and winding up, in the order or priority as provided by law;

(ii) second, to the payment to a fund for contingent liabilities to the extent deemed reasonable by the Manager or Liquidator, as the case may be;

(iii) third, the payment and discharge of any loans made by the Investing Members to the Company, including all interest thereon; and

(iv) fourth, to the Investing Members to the extent of and in proportion to their respective remaining positive Capital Accounts after taking into account the allocations of net profit or net loss, and prior distributions of cash or property pursuant to Article V, until the Capital Accounts are reduced to zero (0).

Section 10.06 Return of Capital Contributions

The Investing Members shall look solely to the assets of the Company for the return of their Capital Contributions, and if the Company property remaining after the payment or discharge of the debts, obligations and liabilities of the Company is insufficient to return the Capital Contributions made by the Investing Members, the Investing Members shall have no recourse therefore against the Manager or Liquidator, as the case may be.

Article XI

Accounting Provisions

Section 11.01 Fiscal Year

The fiscal year of the Company shall begin on the date of filing of the Certificate of the Company and end on December 31 of the calendar year in which such filing occurs and each subsequent period beginning on January 1 of each calendar year during the existence of the Company and ending on the earlier of December 31 of each such calendar year or the date on which the Company is deemed to have been dissolved pursuant to the provisions of Article X of this Agreement.

Section 11.02 Company Elections.

In the case of a distribution of property made in the manner provided in Section 734 of the Code, or in the case of a transfer of a Membership Interest permitted by this Agreement made in the manner provided in Section 743 of the Code, the Manager, on behalf of the Company, shall file an election under Section 754 of the Code in accordance with the procedures set forth in the applicable Treasury Regulations.

Article XII

Reports

Section 12.01 Reports

Any Investing Member shall have the right to private audit of the Company's books or accounting, provided that such audit is made at the expense of the Investing Member desiring same and after due and reasonable written notice to the Manager. All Company tax returns, Investing Member’s schedules, and other reports shall be at the expense of the Company.

Section 12.02 Employment Verification

The Company shall make commercially reasonable efforts to provide copies of employment records and employment data for the geographic area covered by the Regional Center to Investing Members for use in the Investing Member’s immigration application. The Company may provide documents as required using reasonable methodologies to prove job growth caused by the Company’s activities and/or investments.

Section 12.03 Company Member List

The Manager shall maintain a list of the names and addresses of all Investing Members at the office of the Manager. Such list shall be made available for the review of any Investing Member or its representative at any reasonable time upon adequate written notice.

Section 12.04 Access

The Investing Members and/or their authorized representative shall be permitted access to all records of the Company after adequate written notice, at any reasonable time.

Article XIII

Independent Activities; Transactions with Affiliates

Section 13.01 Devotion of Time

The Manager is not obligated to devote all of its time or business efforts to the affairs of the Company. The Manager shall devote whatever time, effort and skill as it deems appropriate, in its sole discretion, for the operation of the Company; provided, however, that in no event will this Section 13.01 excuse the Manager from performing its express obligations under this Agreement.

Section 13.02 Competing Activities

The Manager and its members, managers, officers, employees, Affiliates, and each of the entities in which any of them hold an interest, may engage or invest in any business activity of any type or description, including, without limitation, those that might be the same as or similar to the Company’s business and that might be in direct or indirect competition with the Company. Neither the Company nor any Investing Member shall have any right in or to such other activities or to the income or proceeds derived therefrom. Neither the Manager nor its members,

managers, officers, employees, Affiliates and each of the entities in which any of them hold an interest, shall be obligated to present any investment opportunity or prospective economic advantage to the Company, even if the opportunity is of the character that, if presented to the Company, could be invested in by the Company. The Manager and its members, managers, officers, employees, Affiliates, and each of the entities in which any of them hold an interest, shall have the right to hold any investment opportunity or prospective economic advantage for their own account or to recommend such opportunity to Persons other than the Company. The Investing Members acknowledge that the Manager and each of its members, managers, officers, employees, and Affiliates own and/or manage or may own and/or manage other businesses, including businesses that may compete with the Company and for the Manager's time. In particular, the Investing Members acknowledge that they have been informed that the members, managers, officers and employees of the Manager intend to serve as members, managers, officers and employees of the Manager of other Investing Memberships which may be formed that will seek to raise capital from foreign national investors for investments in other regional centers. The Investing Members hereby waive any and all rights and claims which they may otherwise have against the Manager and its members, managers, officers, employees, Affiliates and the entities in which any of them hold an interest, as a result of any such competitive activities.

Article XIV

Indemnification of the Manager and Others

Section 14.01 Liability of Manager

To the fullest extent permitted under the Act, the Manager (and its members, managers, officers, employees, attorneys and agents) shall not be liable to the Company or to the Investing Members for any act or omission performed in good faith and within what was believed to be the scope of Company business, unless such Manager (or its members, managers, officers, employees, attorneys or agents) shall have committed a material violation of the provisions of this Agreement, gross negligence or willful or wanton misconduct.

Section 14.02 Indemnification

To the fullest extent permitted under the Act, the Company shall indemnify, hold harmless, and defend the Manager (and its members, managers, officers, employees, attorneys and agents) against any and all claims, actions, demands, costs, expenses (including attorneys' fees), damages and losses as a result of any allegation, claim or legal proceeding relating to any act or omission concerning the activities of the Company, including, without limitation, any act or omission concerning the immigration laws, federal income tax laws and security laws as they relate to the Company and its activities, unless the person or party against whom any such allegation or claim is made, or legal proceeding directed, committed a

material violation of the provisions of this Agreement, gross negligence or willful or wanton misconduct. The indemnification of the Manager (and its members, managers, officers, employees and agents), shall be limited to and recoverable only out of the assets of the Company.

Article XV
Assurances

Section 15.01 Execution of Documents by Investing Members

Each Investing Member agrees to execute all such certificates and other documents conforming hereto and to do all such filing, recording, publishing and other acts as they may be deemed by the Manager to be appropriate to comply with the requirements of applicable law for the formation and operation of a Investing Membership and any amendment or cancellation of any certificate thereof in all jurisdictions where the Company shall conduct business.

Section 15.02 Filing of Documents by the Manager

The Manager shall promptly execute, acknowledge, file with the proper offices and publish in each jurisdiction in which the Company conducts business, such notices, certificates, statements or other instruments as may be necessary or appropriate to comply with the requirements for the formation and operation of a Investing Membership under the laws of New York State and all other jurisdictions in which the Company may conduct business.

Article XVI
Amendments

Except as provided in Section 6.05, this Agreement shall not be amended except by the affirmative vote of a Required Majority of Investing Members; provided, however, that any provisions affecting a Investing Member's obligation to make Capital Contributions, its Capital Account, or its Unreturned Capital Contribution shall not be amended without such Investing Member's written consent. If this Agreement is amended, each Investing Member agrees to promptly execute or cause to be executed one or more amendments to this Agreement and such certificates to reflect the adoption by the Company of any such amendment of this Agreement as may be required by the laws of the jurisdictions in which the Company does business at such time.

Article XVII
Power of Attorney

Section 17.01 Appointment of Manager

Each Investing Member does hereby irrevocably make, constitute and appoint the Manager, and any successor thereto, with full power of substitution, as its true and lawful attorney and agent, with full power and authority in its name, place and stead to execute, swear to, acknowledge, deliver, file, publish and record on its behalf (i) one or more certificates of Investing Membership as may be required under applicable law; (ii) all instruments (including, without limitation, amended certificates and amendments to this Agreement) which the Manager deems appropriate or necessary to reflect any amendment, change or modification of the Company in accordance with the terms of this Agreement, or as required by applicable law; (iii) certificates of fictitious or assumed name; (iv) all certificates and other instruments and all amendments thereto which the Manager deems necessary to qualify, or continue the qualification of, the Company as a Investing Membership wherein the Investing Members have limited liability in the jurisdiction in which the Company may conduct business; (v) all conveyances and other instruments or documents which the Manager deems necessary to reflect the acquisition, disposition or exchange of any assets of the Company, or dissolution and termination of the Company pursuant to the terms of this Agreement; and (vi) any amendments to this Agreement or Exhibit A, amended certificates of Investing Membership and other documents which relate to the transfer of Membership Interests or the admission of Substituted or Additional Investing Members, or the withdrawal of Investing Members pursuant to the terms of this Agreement.

Section 17.02 Survival of Power of Attorney

The foregoing Power of Attorney is hereby declared to be irrevocable and a power coupled with an interest, and (to the extent permitted by Applicable Law) it shall survive the incapacity of a Investing Member or, if such Investing Member is a corporation, Company, trust or association, the dissolution or termination thereof. The foregoing Power of Attorney may be exercised by the Manager by reference to any list, including Exhibit A, of the Investing Members with the single signature of such attorney-in-fact acting as attorney-in-fact for all of them. It shall survive the delivery of any assignment by a Investing Member of its interest until the assignee is approved for admission as a Substituted Investing Member. Each Investing Member hereby agrees to be bound by any representations made by the Manager and any successor thereto, acting in good faith pursuant to such Power of Attorney, and each Investing Member hereby waives any and all defenses which may be available to contest, negate or disaffirm the actions of the Manager, and any successor thereto taken in good faith under such Power of Attorney.

Article XVIII
Miscellaneous

Section 18.01 Notices.

All distributions to Investing Members, and notices or other communications required or permitted to be given pursuant to this Agreement, shall be considered

as properly given or made if hand delivered or mailed from within the United States by first class mail, postage prepaid, and addressed to a Investing Member or its authorized legal agent at the address of the Investing Member indicated in this Agreement, as changed from time to time by giving such notice to all Investing Members. Commencing on the tenth (10th) day after the giving of such notice such newly designated address shall be such Investing Member's address for the purpose of all notices or other communications required or permitted to be given pursuant to this Agreement. Notices to the Company shall be deemed made if given to the Manager. Time periods shall commence on the date of hand delivery or mailing of a notice or any other communication. Any notice which is required to be given within a stated period of time shall be considered timely if postmarked before midnight of the last day of such period.

Section 18.02 Genders and Headings.

The use of any gender herein shall be deemed to be or include the other gender and the use of the singular herein shall be deemed to be or include the plural (and vice-versa), wherever appropriate. The headings herein are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of this Agreement, or the intent of the provisions thereof.

Section 18.03 Binding Effect

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns, except as otherwise expressly provided herein.

Section 18.04 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

Section 18.05 Interest Held for Investment

Each Investing Member does hereby represent and warrant by the execution of this Agreement that (A) its Membership Interest was obtained for investment purposes only and not for resale of distribution, (B) it is qualified by its personal experience to analyze the merits and risks of a contribution to the Company, and(C) it has not relied on the advice of the Manager, or its legal counsel in making its decision to contribute to the Company and become a Investing Member herein.

Section 18.06 Securities Laws Restrictions.

The Investing Membership interests described in this Agreement have not been registered under the Applicable Securities Acts. Consequently, the Investing Membership interests may not be sold, transferred, assigned, pleased, hypothecated

or otherwise disposed of, except in accordance with the provisions of the Applicable Securities Acts and this Agreement.

Section 18.07 Application of Subchapter K

No election shall be made by the Company, the Manager, or any other Investing Member for the Company to be excluded from the application of the provisions of Subchapter K of the Code, or from any similar provisions of Applicable Law and foreign tax laws which relate to the taxation of the Investing Members.

Section 18.08 Waiver of Partition

Each Investing Member (and its representatives, successors and assigns) hereby irrevocably waives any and all right to maintain any actions for partition or to compel any sale with respect to any assets or properties of the Company.

Section 18.09 Entire Agreement

This Agreement contains a complete statement of all arrangements among the Parties with respect to the Company and cannot be changed or terminated orally or in any manner other then as provided in Section 6.05 or Article XVI. Except as set forth in the Subscription Agreement, there are no representations, agreements, arrangements or understandings (including, but not limited to, any payments to any Investing Member hereto), oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Section 18.10 Governing Law.

This Agreement and its interpretation are governed by the laws of New York State.

Article XIX

Representations and Warranties

Section 19.01 Representations and Warranties of All Investing Members

Without limiting the generality of Section 18.05 and 18.06, each Investing Member, by executing and delivering this Agreement (or a counterpart signature page hereto), hereby represents and warrants to the Manager, the other Investing Members and the Company, as follows:

1. The Investing Member's Membership Interest is being purchased for such Investing Member’s own account for investment purposes only and not with a view to or for the sale or other distribution thereof.

2. The Investing Member acknowledges that the Investing Member’s Membership Interest has not been and will not be registered under the 1933 Securities Act, or under the laws of any applicable state jurisdiction; that the

Company is under no obligation and does not intend to register the Membership Interest now or in the future; and that, in the absence of a registration of the Membership Interest or the availability of an exemption from registration, the Investing Member may have to hold its Membership Interest indefinitely.

3. The Investing Member acknowledges that (i) there are substantial restrictions on the transferability of the Membership Interest pursuant to this Agreement; there is no public market for the Membership Interest and none is expected to develop; and (iii) it may not be possible for the Investing Member to liquidate its investment in the Company.

4. The Investing Member acknowledges that the Membership Interest is a speculative investment which involves a substantial degree of risk of loss by the Investing Member of its entire investment in the Company and that the Company is newly organized and has no financial or operating history. The Investing Member further acknowledges that it is able to bear the economic risk of its investment in the Company and has read and understands all of the risks set forth in the Subscription Agreement.

5. The Investing Member is an experienced investor in unregistered and restricted securities of limited liability companies or Investing Memberships.

6. The Investing Member has been advised to consult with its own attorney regarding all legal matters concerning an investment in the Company and the tax consequences of participating in the Company, and has done so, to the extent the Investing Member considers necessary.

7. The Investing Member acknowledges that an investment in the Company may have tax consequences to the Investing Member, and neither the Company, nor its Manager, Investing Members, or officers, nor the Investing Members, members, managers, agents, shareholders, officers, directors, employees, Affiliates or consultants of any of them, will be responsible or liable for the tax consequences to the Investing Member of an investment in the Company. The Investing Member will look solely to, and rely upon, its own advisers with respect to the tax consequences of this investment.

8. The Investing Member acknowledges that there can be no assurance that the Code or the Treasury Regulations will not be amended or interpreted in the future in such a manner so as to deprive the Company and the Investing Members of some or all of the tax benefits they might now receive, nor that some of the deductions claimed by the Company or the allocations of items such as income, gain, loss, treatment of possible tax exempt interest received by the Company and distributed to the Investing Members, deduction or credit among the Investing Members may not be challenged by the Internal Revenue Service.

9. The Investing Member has made, and is solely responsible for making, its own independent evaluation of the economic, credit and other risks involved in its investment in the Company and its own independent decision to make such investment; the Investing Member has been given the opportunity to ask questions of, and receive answers from, the Company with respect to the business to be conducted by the Company, the financial condition and capital of the Company and the terms and conditions of the Offering; and such Investing Member has been given the opportunity to obtain such additional information necessary to verify the accuracy of the information that was provided in order for such Investing Member to evaluate the merits and risks of investment in the Company to the extent that the Company possesses such information or can acquire it without unreasonable effort or expense; such Investing Member has been furnished with a copy this Agreement and any other documents that such Investing Member has deemed necessary and requested in connection with its evaluation of the Offering, and has relied solely on such Investing Member's own independent evaluation of the economic, credit and other risks involved in its investment in the Company in making such Investing Member's investment decision.

10. The Investing Member acknowledges that no guarantee has been made that an investment in the Company will result in the Investing Member obtaining permanent residence in the United States, and the Investing Member further acknowledges that neither the Company *nor the Manager has any obligation to file any immigration petition or application on behalf the Investing Member.*

11. The Investing Member acknowledges that the Company is relying on the Investing Member's representations set forth in this Section 19.01 in issuing the Membership Interests without registration under the 1933 Securities Law and without registration or qualification under the laws of all other applicable state jurisdictions.

Section 19.02 Representations and Warranties of U.S. Members.

In the case of an Investing Member who is a "U.S. Person" (as hereinafter defined), such Investing Member, by executing and delivering this Agreement (or a counterpart signature page hereto), hereby represents and warrants to the Manager, the other Investing Members and the Company, as follows:

1. The Investing Member is a "U.S. Person" (as hereinafter defined). For purposes of this Agreement, the term "U.S. Person" means (i) any natural person resident of the United States; (ii) any Company or corporation organized or incorporated under the laws of the United States; (iii) any estate of which any executor or administrator is a U.S. Person; (iv) any trust of which any trustee is a U.S. Person; (v) any agency or branch of a foreign entity located in the United States; (vi) any 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) any 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; and (viii) any Company or corporation if: (A) organized or incorporated under the laws of any foreign jurisdiction; and (B) formed by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Securities Law, unless it is organized or incorporated, and owned, by "accredited investors" (as defined in Rule 501(a) of Regulation D, promulgated under the 1933 Securities Law) who are not natural persons, estates or trusts. Additionally, for purposes of this Agreement, "United States" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

2. The Investing Member acknowledges that the Membership Interest is being offered by the Company without registration under the 1933 Securities Law, or the securities laws of certain states, in reliance on the private offering exemption contained in Regulation D, promulgated under the 1933 Securities Law ("Regulation D"), and in reliance on exemptions from registration or qualification under applicable state laws.

3. The Investing Member is an "accredited investor" as defined in Rule 501(a) of Regulation D. The Investing Member has either (i) a pre-existing business or personal relationship with the Company or its Manager, officers or controlling persons; or (ii) by reason of its business or financial experience, or the business or financial experience of its professional advisors (who are unaffiliated with and who are not compensated, directly or indirectly, by the Company or any Affiliate or selling agent of the Company), the Investing Member has the capacity to protect its own interests in connection with this transaction.

4. The Investing Member shall not offer for sale, sell, transfer, pledge or hypothecate (collectively, for purposes of this Article XIX, "Transfer") or offer to Transfer all or any part of the Membership Interest unless:

(i) The Membership Interest has been registered under the 1933 Securities Law and the laws of all other applicable state jurisdictions or qualified under the 1968 Law; or

(ii) The Company is given prior written notice of the intended Transfer or offer to Transfer and the Transfer of the Membership Interest is exempt from registration under the 1933 Securities Law and the laws of all other applicable state jurisdictions and qualification under the 1968 Law and the Investing Member has forwarded to the Company a written opinion of counsel, satisfactory to the Company, confirming that the Transfer is exempt from registration and qualification.

5. The Investing Member understands that the certificates (if any) evidencing the Membership Interest may bear one (1) or more of the following legends:

(i) "THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS SUCH QUALIFICATION AND REGISTRATION ARE NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH IN THE OPERATING AGREEMENT FOR THIS COMPANY.

IF ANY PURPORTED TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE OR ANY INTEREST HEREIN TO A PURCHASER DOES NOT COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS LEGEND OR THE COMPANY AGREEMENT FOR THIS COMPANY, THEN THE PURPORTED TRANSFEROR OF THIS SECURITY OR INTEREST HEREIN SHALL BE REQUIRED TO CAUSE THE PURPORTED TRANSFEREE TO SURRENDER THE TRANSFERRED INTEREST OR ANY INTEREST THEREIN IN RETURN FOR A REFUND OF THE CONSIDERATION PAID THEREFOR BY SUCH TRANSFEREE (TOGETHER WITH INTEREST THEREON) OR TO CAUSE THE PURPORTED TRANSFEREE TO DISPOSE OF SUCH SECURITY OR INTEREST PROMPTLY TO ONE OR MORE PERSONS EACH OF WHOM SATISFIES THE REQUIREMENTS OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS LEGEND AND THE COMPANY AGREEMENT FOR THE COMPANY, AND SUCH PURPORTED TRANSFEROR SHALL TAKE AND SHALL CAUSE SUCH TRANSFEREE TO TAKE, ALL FURTHER ACTION NECESSARY OR DESIRABLE, IN THE JUDGMENT OF THIS COMPANY TO INSURE THAT SUCH SECURITY OR ANY INTEREST THEREIN IS HELD BY PERSONS IN COMPLIANCE THEREWITH. ANY TRANSFER IN VIOLATION OF THE FOREGOING PROVISIONS OF THIS LEGEND OR THE COMPANY AGREEMENT FOR THE COMPANY WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THIS COMPANY."

(ii) Any legend required by applicable state securities laws.

6. The Investing Member acknowledges that if any purported Transfer of the Membership Interest or any interest therein to a purchaser does not comply

with the requirements set forth in this Agreement, then the purported transferor of the Membership Interest or interest therein shall be required to cause the purported transferee to surrender the transferred Membership Interest or any interest therein in return for a refund of the consideration paid therefore by such transferee (together with interest thereon) or to cause the purported transferee to dispose of such Membership Interest or interest promptly to one or more persons each of whom satisfies the requirements of the representations, warranties and covenants set forth in this Agreement, and such purported transferor shall take and shall cause such transferee to take, all further action necessary or desirable, in the judgment of the Company to insure that such Membership Interest or any interest therein is held by persons in compliance herewith. Any transfer in violation of this Agreement will be of no force and effect, will be void *ab initio*, and will not operate to transfer any rights to the transferee, notwithstanding any instructions to the contrary to the Company.

7. The Investing Member acknowledges and agrees that he or she (i) initiated discussions with the Company relating to the purchase of the Membership Interest on an unsolicited basis, (ii) did not receive any information regarding such purchase and sale through any general solicitation or general advertising within the meaning of Rule 502 of Regulation D, promulgated under the 1933 Securities Act, and is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D, promulgated under the 1933 Securities Act.

8. The Investing Member acknowledges that the Company shall, in connection with the Membership Interests sold to a U.S. Person pursuant to this Agreement, issue stop transfer instructions to the Company's transfer agent, if any, with respect to such Membership Interests, or, if the Company transfers its own Membership Interests, make a notation in the appropriate records of the Company prohibiting any resale, Transfers or other dispositions of the Membership Interests in violation of this Agreement.

9. The Investing Member acknowledges that the Company is relying on the Investing Member's representations set forth in this Section 19.02 in issuing the Membership Interests without registration under the 1933 Securities Law and the laws of all other applicable state jurisdictions and qualification under the 1968 Law.

Section 19.03 Representations and Warranties of Non-U.S. Investing Members.

In the case of a Investing Member who is not a U.S. Person, such Investing Member, by executing and delivering this Agreement (or a counterpart signature page hereto), hereby represents and warrants to the Manager, the other Investing Members and the Company, as follows:

1. The Investing Member acknowledges that the Investing Member's Membership Interest has not been and will not be registered under the 1933 Securities Law in reliance upon the exemption provided by Regulation S promulgated under Section 5 of the 1933 Securities Law ("Regulation S"), which provides an exemption for the offer and sale of securities to non-U.S. Persons, who at the time a buy order for the Membership Interest is originated, is outside the United States.

2. The Investing Member is not a U.S. Person.

3. The Investing Member is an "accredited investor" as defined in Rule 501(a) of Regulation D.

4. The Investing Member's Membership Interest is not being purchased for the account or the benefit of a U.S. Person.

5. At the time the buy order for the Membership Interest is originated, the Investing Member is outside the United States in accordance with Regulation S. The Investing Member has not entered into any discussions regarding its acquisition of its Membership Interest, and is not acquiring its Membership Interest, while it is in the United States.

6. The Investing Member acknowledges that it is acquiring the Membership Interest without (i) any directed selling efforts made in the United States by the Company, a distributor of the Company, any of their respective affiliates, or any persons acting on behalf of any of the foregoing, and (ii) any advertisement or publication by the Company in violation of Regulation S.

7. The Investing Member understands that the Membership Interest has not been registered under the 1933 Securities Law in reliance upon the exemption provided by Regulation S and, therefore, the Investing Member agrees:

(i) the Membership Interest (or any interest therein) may not be Transferred except (a) only in accordance with the provisions of Regulation S (Rule 901 through 905, and Preliminary Notes contained therein), or (b) if either (A) the Membership Interest has been registered under the 1933 Securities Law and the laws of all other applicable state jurisdictions or qualified under the 1968 Law, or (B) the Transfer of the Membership Interest is exempt from registration under the 1933 Securities Law and the laws of all other applicable state jurisdictions and qualification under the 1968 Law and the Investing Member has forwarded to the Company a written opinion of counsel, satisfactory to the Company, confirming that the Transfer is exempt from registration and qualification; and

(ii) not to engage in hedging transactions with regard to the Membership Interest unless in compliance with the 1933 Securities Law

8. The Investing Member understands that the certificates (if any) evidencing the Membership Interest may bear one (1) or more of the following legends:

(i) "THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), NOR REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE IN THE UNITED STATES OR ANY OTHER JURISDICTION, AND MAY NOT BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT ("REGULATION S") (RULE 901 THROUGH 905, AND PRELIMINARY NOTES CONTAINED THEREIN), PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT AND REGISTRATION OR QUALIFICATION UNDER APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION OR QUALIFICATION. HEDGING TRANSACTIONS INVOLVING THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH IN THE COMPANY AGREEMENT FOR THIS COMPANY.

IF ANY PURPORTED TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE OR ANY INTEREST HEREIN TO A PURCHASER DOES NOT COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS LEGEND OR THE COMPANY AGREEMENT FOR THIS COMPANY, THEN THE PURPORTED TRANSFEROR OF THIS SECURITY OR INTEREST HEREIN SHALL BE REQUIRED TO CAUSE THE PURPORTED TRANSFEREE TO SURRENDER THE TRANSFERRED INTEREST OR ANY INTEREST THEREIN IN RETURN FOR A REFUND OF THE CONSIDERATION PAID THEREFOR BY SUCH TRANSFEREE (TOGETHER WITH INTEREST THEREON) OR TO CAUSE THE PURPORTED TRANSFEREE TO DISPOSE OF SUCH SECURITY OR INTEREST PROMPTLY TO ONE OR MORE PERSONS EACH OF WHOM SATISFIES THE REQUIREMENTS OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS LEGEND AND THE COMPANY AGREEMENT FOR THE COMPANY, AND SUCH PURPORTED TRANSFEROR SHALL TAKE AND SHALL CAUSE SUCH TRANSFEREE TO TAKE, ALL FURTHER ACTION NECESSARY OR DESIRABLE, IN THE JUDGMENT OF THIS COMPANY TO INSURE THAT SUCH SECURITY OR ANY INTEREST THEREIN IS HELD BY PERSONS IN COMPLIANCE THEREWITH. ANY TRANSFER IN VIOLATION OF THE FOREGOING PROVISIONS OF THIS

LEGEND OR THE COMPANY AGREEMENT FOR THE COMPANY WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THIS COMPANY."

(ii) Any legend required by applicable state securities laws.

9. The Investing Member acknowledges that if any purported transfer of the Membership Interest or any interest therein to a purchaser does not comply with the requirements set forth in this Agreement, then the purported transferor of the Membership Interest or interest therein shall be required to cause the purported transferee to surrender the transferred Membership Interest or any interest therein in return for a refund of the consideration paid therefore by such transferee (together with interest thereon) or to cause the purported transferee to dispose of such Membership Interest or interest promptly to one or more persons each of whom satisfies the requirements of the representations, warranties and covenants set forth in this Agreement, and such purported transferor shall take and shall cause such transferee to take, all further action necessary or desirable, in the judgment of the Company to insure that such Membership Interest or any interest therein is held by persons in compliance herewith. Any transfer in violation of this Agreement will be of no force and effect, will be void *ab initio*, and will not operate to transfer any rights to the transferee, notwithstanding any instructions to the contrary to the Company.

10. The Investing Member acknowledges that the Company is relying on the Investing Member's representations set forth in this Section 19.03 in issuing the Membership Interests without registration under the 1933 Securities Law and without registration or qualification under the laws of all applicable state jurisdictions.

11. The Investing Member acknowledges that the Company shall, in connection with the Membership Interests sold to non-U.S. Persons, pursuant to this Agreement, issue stop transfer instructions to the Company's transfer agent, if any, with respect to such Membership Interests, or, if the Company transfers its own Membership Interests, make a notation in the appropriate records of the Company prohibiting any resale, Transfers or other dispositions of the Membership Interests in violation of this Agreement.

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IN WITNESS WHEREOF, the Manager, on its own behalf and on behalf of the Investing Members, executed this Operating Agreement as of the Effective Date, and the Investing Members hereby agree to all of the foregoing.

Manager:

East Coast Regional Center, LLC
A New York Limited Liability Company

By: ______________________________
John M. Ciccarone, President

Appointed Attorney and Agent of Investing Members

East Coast Regional Center LLC,
A New York Limited Liability Company

By: ______________________________
John M. Ciccarone, President

Investor:

____
Type or print name of Investor

____
Signature of Investor

____
Date

Exhibit A

Members' Names, Addresses, Initial Capital Contributions, Capital Accounts, and Percentage Interests

Name & Address	Capital Units	Initial Contribution	Capital Account	Percentage Interest
Manager				
Investing Members				