

Draft Date: Oct. 3, 2011

LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT OF LIMITED PARTNERSHIP is made as of this ____ day of _____, 2010 among Kentucky Regional Center, LLC doing business as Midwest EB-5 Regional Center, (the "General Partner"), a Kentucky limited liability company, as the General Partner, and SV ARX, LLC, an Ohio limited liability company (the "Initial Limited Partner"), as the Initial Limited Partner, and those persons who shall become Limited Partners pursuant to this agreement and in accordance with the provisions of the Ohio Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties hereby agree to constitute a Limited Partnership (the "Partnership") as follows.

ARTICLE I

Formation of a Limited Partnership

The General Partner and the Initial Limited Partner hereby form a Limited Partnership pursuant to the laws of the State of Ohio. The Partners shall, from time to time, execute or cause to be executed all such certificates (including Limited Partnership and assumed name certificates) or other documents or cause to be done all such filing, recording, publishing, or other acts as may be necessary or appropriate to comply with the requirements for the formation and operation of a Limited Partnership under the laws of the State of Ohio, for the operation of the Partnership as a foreign Limited Partnership in those jurisdictions in which the Partnership may conduct business and for the purpose of establishing and protecting the limited liability of the Limited Partners.

ARTICLE II

Name, Purpose, Place of Business, and Term of the Partnership

(A) Name

The name of the Partnership shall be KRC Fund 1, L.P.

(B) Purpose and objectives

The purpose and business of the Partnership shall be to invest in and/or loan money to SV ARX, LLC, an Ohio limited liability company which will be operating a business for the purposes of stimulating economic development and job creation through: i) development and redevelopment of real property located on Short Vine St, Cincinnati, Ohio, ii) creating, supporting, guiding, organizing, funding and investing in and managing entities to operate retail establishments, including but not limited to restaurants, in the real property developed/redeveloped by the Partnership and iii) to invest in emerging companies in the Healthcare, Technology, Life Sciences and Research and Development industries and creating jobs in the area within the limitations of the regional center.

(C) Place of business

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The principal place of business of the Partnership shall be 25 Town Center Blvd., Suite 104, Crestview Hills, Kentucky 41017. The General Partner may establish other places of business of the Partnership, within the Commonwealth of Kentucky or the State of Ohio, as required by the Partnership's business.

(D) Term

The term of the Partnership shall commence as of the date of the filing of the certificate of Limited Partnership pursuant to the Kentucky Revised Uniform Limited Partnership Act and shall continue perpetually, unless the Partnership is sooner dissolved or terminated as provided in this agreement.

ARTICLE III
Defined Terms

As used in this agreement, the following terms have the respective meanings set forth after them unless the context otherwise requires:

"Affiliate" or "affiliated person" means, when used with reference to a specified person, (A) any person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified person, (B) any person who is an officer of, Partner in, or trustee of, or serves in a similar capacity with respect to, the specified person, or of which the specified person is an officer, Partner, trustee, or with respect to which the specified person serves in a similar capacity, (C) any person who, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified person or of which the specified person is directly or indirectly the owner of 10% or more of any class of equity securities or in which the specified person has a substantial beneficial interest, or (D) any relative who resides with or spouse of the specified person.

"Agreement" means this agreement of Limited Partnership, as originally executed and as amended from time to time, as the context requires. Words such as "herein," "hereinafter," "hereof," "hereto," "hereby," and "hereunder," when used with reference to this agreement, refer to this agreement as a whole, unless the context otherwise requires.

"Capital account" means, with respect to each Partner, the account established for each Partner pursuant to section V(C), which will initially equal the capital contribution of such Partner, and throughout the existence of the Partnership (A) will be increased (1) by the amount of income allocated to such Partner, (2) by the amount of any money or the fair market value of any property (net of liabilities securing such property) contributed by such Partner to the Partnership, and (B) will be reduced (1) by the amount of loss allocated to such Partner, (2) by the amount of any money or the fair market value of any property (net of liabilities securing such distributed property that such Partner is considered to assume or take subject to) distributed to such Partner, and (3) by the amount of allocations to such Partner of expenditures of the Partnership described in section 705(a)(2)(B) of the Code and (C) will be otherwise adjusted in accordance with the additional rules set forth in Treas Reg 1.704-1(b)(2)(iv).

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"Capital contribution" means the total of the cash and the fair market value of any other property contributed to the Partnership by any Partner (net of liabilities assumed by the Partnership and liabilities to which such contributed property is subject). When used with reference to all the Partners, capital contribution shall mean the total of the cash and the fair market value of any other property (adjusted for liabilities as provided above) contributed to the Partnership by all the Partners.

"Cash expenses" means, with respect to any fiscal period, the amount of cash disbursed in such period in the ordinary course of business in payment of expenses of the Partnership.

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations proposed, promulgated, or in effect thereunder (or any corresponding provision or provisions of succeeding law).

"Distributable cash" means, with respect to any fiscal period, operating cash flow reduced by any amounts allocated to reserves or increased by any portion of reserves deemed by the General Partner not to be required for the Partnership's operations.

"General Partner" means Kentucky Regional Center, LLC, doing business as Midwest EB-5 Regional Center, or any person or persons who have been admitted, as herein provided, as a successor to the interest of the General Partner or as an additional General Partner, in such person's capacity as a General Partner, and means any General Partner if there is more than one General Partner.

"Income" or "loss," respectively, means the income or loss, as the case may be, of the Partnership for each fiscal year or portion thereof as determined for federal income tax purposes as well as, where the context requires, related federal tax items such as capital gain or loss, tax preferences, investment interest, depreciation, cost recovery, credits, and items of recapture. Each item of income, gain, loss, deduction, preference, or recapture affecting income or loss shall be allocated to each Partner in the same proportion as income or loss are allocated.

"Interest" means the entire ownership interest of a Partner in the Partnership at any particular time.

"Limited Partner" means any Limited Partner (whether a Limited Partner or a substituted Limited Partner) in the Partnership.

"Operating cash flow" means, with respect to any fiscal period, all gross revenues and cash receipts from the Partnership's operations in the ordinary course of business, but after deducting payments for cash expenses and any capital expenditures with respect to the property.

"Partner" means the General Partner or any Limited Partner.

"Partners" means the General Partner and all Limited Partners where no distinction is required by the context in which the term is used.

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"Partnership" means the Partnership continued pursuant to this agreement and the Partnership continuing the business of the Partnership in the event of dissolution as herein provided.

"Person" means any individual, Partnership, corporation, trust, or other entity.

"Regional Center" means that Regional Center approved by USCIS and administered by Kentucky Regional Center, LLC.

"Reserves" means funds set aside or amounts allocated during such period from operating cash flow to reserves by the General Partner.

"Sale or refinancing" means any Partnership transaction not in the ordinary course of business, including, without limitation, a liquidation, sale, exchange or other disposition of the Partnership's interest in the property (or in either the facility or the equipment).

"Sale or refinancing proceeds" means all cash receipts or credits arising from a sale or refinancing, less the following:

(A) The sums necessary for the payment of all debts and obligations of the Partnership (including nonrecourse debts) related to the particular sale or refinancing and any debts to be satisfied from the sale or refinancing proceeds;

(B) The amount of any fees, expenses, and payments required to be made by the Partnership in connection with such sale or refinancing; and

(C) Any amount reasonably considered appropriate by the General Partner to provide reserves.

"Substituted Limited Partner" means any person admitted to the Partnership as a Limited Partner pursuant to the provisions of section IX(B).

ARTICLE IV

Names and Addresses of Partners and Capital Contributions

(A) General Partner

The name of the General Partner is Kentucky Regional Center, LLC doing business as Midwest EB-5 Regional Center. The address of the General Partner is 25 Town Center Blvd., Suite 104, Crestview Hills, Kentucky 41017. The General Partner shall make a capital contribution to the Partnership of \$100.00 in cash.

B) Initial Limited Partner

The name of the Initial Limited Partner is SV ARX, LLC, an Ohio limited liability company. The address of the Initial Limited Partner is _____. The Initial Limited Partner shall make a capital contribution to the Partnership of \$1.00. At the time the

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Limited Partners are admitted to the Partnership, the Initial Limited Partner shall withdraw from the Partnership and receive a refund of his or her capital contribution.

(C) Limited Partners

The names and addresses of the Limited Partners and their respective capital contributions shall be set forth in schedule A attached hereto, as amended from time to time, which is hereby incorporated herein. After the Limited Partners are first admitted, the capital contributions of the Partners shall be charged pro rata in accordance with the Partners' respective capital accounts for organization and syndication expenses incurred in connection with the organization of the Partnership and the offering of the interest.

(D) Liability of Partners

(1) No Limited Partner shall be liable for the debts, liabilities, contracts, or other obligations of the Partnership. A Limited Partner shall be liable only to make his or her capital contribution and shall not be required to lend any funds to the Partnership or, after his or her capital contribution shall have been paid, to make any further capital contribution to the Partnership.

(2) The General Partner shall have no personal liability for the repayment of the capital contribution of any Limited Partner.

ARTICLE V
Capital of the Partnership

(A) No interest on capital contributions

No Partner shall be paid or otherwise entitled to interest on any capital contribution.

(B) Treatment of capital contributions

No Partner shall have the right to withdraw, or receive any return of, his or her capital contribution, except as otherwise specifically provided in this agreement, and no capital contribution may be returned in the form of property other than cash except as specifically provided in this agreement.

(C) Capital accounts

A capital account shall be established for each Partner on the books and records of the Partnership.

(D) Interest of creditor

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No creditor of the Partnership shall be deemed to have or acquire, at any time, as a result of making a loan (including a nonrecourse loan) to the Partnership, any direct or indirect interest in the profits, capital, or property of the Partnership, except as a creditor.

ARTICLE VI Distributions and Allocations of Income and Loss

(A) Distributions of distributable cash

Beginning with the admission of the Limited Partners, all distributable cash shall be distributed annually (within 45 days after the close of each fiscal quarter) in the ratio of fifty percent (50%) to the Limited Partners and fifty percent (50%) to the General Partner.

(B) Distributions of sale or refinancing proceeds

All sale or refinancing proceeds shall be distributed in accordance with the positive capital accounts of the Partners until such capital accounts are reduced to zero and thereafter in the ratio for sharing distributable cash then in effect.

(C) Limitation on distributions

Any other provision herein to the contrary notwithstanding, in no event will a Limited Partner be entitled to receive distributions of distributable cash or sale or refinancing proceeds in an amount that would have the ultimate effect, as determined after taking into effect all related capital account adjustments, of reducing such Partner's capital account below zero.

(D) Income and loss

(1) Income and loss of the Partnership shall be determined and allocated with respect to each fiscal year of the Partnership as of the end of such year.

(2) All income and loss prior to the first date on which the Limited Partners are admitted to the Partnership shall be allocated 99% to the General Partner and 1% to the Initial Limited Partner. Such income or loss shall be determined on the basis of an interim closing of the Partnership's books on such date.

(3) After admission of any Limited Partners, all income (except for tax credits and related items of recapture) not arising from a sale or refinancing shall be allocated among the Partners in each fiscal year first to each Partner in an amount equal to the negative balance, if any, in such Partner's capital account and thereafter shall be allocated in the ultimate ratio for that fiscal year for sharing any distributable cash (crediting, for the purpose of this allocation, the amount of such income already allocated to a Partner's capital account as a result of a negative balance in such amount). Items of tax credit shall be allocated among the Partners in the ultimate ratio for that fiscal year for sharing any distributable cash. Items of recapture, if any, related to such tax credits will be allocated to the Partners receiving the benefit of such credits.

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(4) Income arising from a sale or refinancing shall be allocated among the Partners in each fiscal year first to each Partner in an amount equal to the negative balance, if any, in such Partner's capital account and thereafter shall be allocated in the ratio of 96% to the General Partner and 4% to the Limited Partners (crediting, for the purpose of this allocation, the amount of such income already allocated to a Partner's capital account as a result of a negative balance in such account).

(5) Subject to section VI(E) hereof, any loss not arising from a sale or refinancing shall first be allocated among the Partners with positive capital accounts in proportion to their respective capital account balances until the positive capital accounts are eliminated and thereafter shall be allocated among the Partners in the ratio in effect for that fiscal year for sharing any distributable cash.

(6) Subject to section VI(E) hereof, any loss arising from a sale or refinancing shall first be allocated among Partners with positive capital accounts in proportion to their respective capital account balances until the positive capital accounts are eliminated and thereafter shall be allocated in the ratio of 4% to the General Partner and 96% to the Limited Partner.

(E) Regulatory allocations

All allocations shall be made in compliance with the Code. The Partnership shall hire an certified accountant to review all accounting on an annual basis to ensure all distributions, record keeping and allocations shall be made in compliance with the Code. If any such distribution, record keeping or allocation is not in compliance with the Code the accountant shall adjust any future distributions, records and allocations to bring all such distributions, records and allocations into compliance with the Code and this Agreement.

(F) Allocations with respect to contributed property

In accordance with section 704(c) of the Code and the treasury regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take into account any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial fair market value upon contribution, notwithstanding the general allocation provisions set forth in section VI(D).

(G) Determination of allocations and distributions among Limited Partners

(1) All distributable cash and sale or refinancing proceeds distributable to the Limited Partners and all income and loss allocable to the Limited Partners shall be distributed or allocated, as the case may be, to each Limited Partner entitled to such distribution or allocation in the ratio which the capital contribution made by such Limited Partner bears to the total capital contributions made by all Limited Partners.

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(2) In the case of a transfer of a Partnership interest, all distributable cash shall be distributed to the persons recognized as the holders of the interest as of the last day of the fiscal quarter with respect to which such distribution is to be made.

(3) All income and loss not arising from a sale or refinancing for a fiscal year allocable to any interest which shall have been transferred during such fiscal year shall be allocated between the transferor and the transferee based upon the number of fiscal quarters that each was recognized as the owner of the interest without regard to whether the Partnership's operations during particular fiscal quarters of such fiscal year produced income or loss.

(4) In the case of a transfer of an interest, all income or loss arising from a sale or refinancing shall be allocated and all sale or refinancing proceeds shall be distributed to the persons recognized as the owner of the interest on the date of such sale or refinancing. In the case of a transfer of an interest, all income or loss which is attributable to, and all sale or refinancing proceeds which represent sale or refinancing proceeds not received by the Partnership as cash upon a sale or refinancing, or later received by the Partnership as a result of an installment or other deferred receipt, shall be allocated or distributed, as the case may be, to the persons recognized as the owner of the interest as of the date such sale or refinancing proceeds are received by the Partnership.

(II) Special rules

(1) In the event any interest in the Partnership is transferred in accordance with the terms of this agreement, the transferee shall succeed to the capital account of the transferor to the extent it relates to the interest transferred.

(2) Organization and syndication expenses for any fiscal year or other period shall be allocated to the Partners in proportion to their relative initial capital contributions to the Partnership.

(I) Buy-out Provision

See Provision X(C)(1) below.

ARTICLE VII

Rights, Powers, and Duties of the General Partner

(A) General authority and powers of the General Partner

(1) Subject to the consent of the Limited Partners where required herein, the General Partner, to the extent provided hereby, shall have the exclusive right and authority to manage the business of the Partnership and is hereby authorized to take any action it deems necessary in accordance with the provisions hereof and applicable law.

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(2) No Limited Partner (except one who may also be a General Partner, and then only in his capacity as a General Partner within the scope of his authority hereunder) shall participate in or have any control over the Partnership's business or shall have any authority or right to act for or bind the Partnership. The Limited Partners hereby consent to the exercise by the General Partner of the powers conferred on it by this agreement.

(B) Specific authority of the General Partner

(1) The General Partner, except to the extent otherwise provided herein, is hereby authorized for, in the name of, and on behalf of the Partnership:

(a) To execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the formation of the Partnership and the execution of the Partnership agreement;

(b) To execute any and all agreements, contracts, documents, certifications, and instruments necessary and convenient in connection with the construction, acquisition, management, maintenance, and operation of the Partnership property;

(c) To execute any amendments or extensions thereto;

(d) To acquire, construct, lease, exchange, or otherwise deal with any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;

(e) To borrow money and issue evidences of indebtedness, and assume, or take property subject to, existing indebtedness if necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;

(f) To negotiate, enter into, and amend or renegotiate contracts and agreements and to deal with and otherwise engage in business with or provide services to and receive compensation from any person who has provided, or may in the future provide any services to, lend money to, sell property to, or purchase from the Partnership;

(g) To establish and maintain reserves in such reasonable amount as it shall deem appropriate;

(h) To engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of Partnership, as may be lawfully carried on or performed by a Partnership under the laws of each state in which the Partnership is then qualified; and

(2) The General Partner shall have the right to assign portions of its interest, including income, loss, distributable cash, and sale or refinancing proceeds to any other person. Any such assignment shall not entitle any such person to become a General Partner, unless such person is admitted as a

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General Partner in compliance with article VIII hereof, or to become a Limited Partner, unless such person is admitted as a substituted Limited Partner pursuant to the provisions of article VIII hereof.

(3) Any person dealing with the Partnership or the General Partner may rely upon a certificate signed by the General Partner as to:

- (a) The identity of the General Partner or any Limited Partner;
- (b) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or are in any other manner germane to the affairs of the Partnership;
- (c) The persons who are authorized to execute and deliver any instrument or document on behalf of the Partnership; or
- (d) Any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

(4) Subject to the terms of this agreement, the General Partner shall have the exclusive right, power, and authority to execute documents on behalf of and in the name of the Partnership, and no person shall be obligated to inquire into the authority of the General Partner to bind the Partnership.

(C) Authority of the General Partner and its affiliates to deal with the Partnership

(1) Without limitation upon the other powers set forth herein, the General Partner is expressly authorized in the name of and on behalf of the Partnership:

(a) To pay the out-of-pocket expenses incurred by the General Partner or its affiliates in performing specialized services that are not general management and administrative services, which specialized services, but for their performance by the General Partner or any such affiliate, would be required to be performed for the Partnership by a nonaffiliate person, provided that such expenses do not exceed the amount which the Partnership would be required to pay to nonaffiliate persons for comparable services; and

(b) To lend money to the Partnership if related interest rates and other finance charges are not in excess of the amounts charged by unrelated banks on comparable loans for the same purpose.

(2) All of the Partnership's cash expenses shall be billed directly to and paid by the Partnership to the extent practicable. Reimbursements to the General Partner or its affiliates shall not be allowed, except for reimbursement of the actual cost to the General Partner or its affiliates of goods, materials, labor, and services used for or by the Partnership. Except as authorized by section VII(C)(1), expenses of the General Partner or its affiliates including, but not limited to, salaries, rent, and other items generally constituting overhead not specifically attributable to the Partnership property shall not be charged to the Partnership.

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(D) Restrictions on authority of the General Partner

(1) Without the consent of all the Limited Partners, the General Partner shall not have the authority to:

(a) Do any act in contravention of this agreement or which would make it impossible to carry on the ordinary business of the Partnership;

(b) Confess a judgment against the Partnership;

(c) Possess Partnership property, or assign rights in specific Partnership property, for other than a Partnership purpose;

(d) Admit a person as a General Partner, except as provided in this agreement;

(e) Admit a person as a Limited Partner, except as provided in this agreement;

(f) Knowingly perform any act that would subject any Limited Partner to liability as a General Partner in any jurisdiction;

(g) Commingle the Partnership funds with those of any other person, except as provided in section XI(C); or

(h) Invest any sale or refinancing proceeds in any new acquisitions of Partnership property, except that net proceeds from a refinancing may be used for improvements to the property.

(2) Without the consent of Limited Partners owning a majority of the interest, the General Partner shall not have the authority to:

(a) Sell or dispose of any assets outside the ordinary course of business (unless such sale of disposition is required pursuant to any agreement approved pursuant to this section VII(D)(2) and duly entered into by the Partnership, or unless such sale or disposition is otherwise required pursuant to the terms of the Partnership agreement);

(b) Negotiate, settle, or compromise any claim in litigation or administrative action if such settlement or compromise is made for \$50,000.00 or more;

(c) Dissolve the Partnership; or

(d) Make any changes in the Partnership's investment objectives and policies.

(E) Duties and obligations of the General Partner

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(1) The General Partner shall take all actions which may be necessary or appropriate for the continuation of the Partnership's valid existence as a Limited Partnership under the laws of the Commonwealth of Kentucky.

(2) The General Partner shall take all actions which may be necessary or appropriate for the acquisition, development, maintenance, preservation, or operation of the Partnership property, in accordance with the provisions of this agreement and with applicable laws and regulations.

(3) The General Partner shall devote to the Partnership such time as it deems necessary for the proper performance of its duties hereunder, but the General Partner shall not be required to devote its full time to the performance of such duties.

(4) The General Partner shall prepare or cause to be prepared and shall file on or before the due date (or any extension thereof) any federal, state, or local tax returns required to be filed by the Partnership. The General Partner shall cause the Partnership to pay any taxes payable by the Partnership. Such taxes shall be deemed a cash expense.

(5) The General Partner shall be under a fiduciary duty to conduct the affairs of the Partnership in the best interests of the Partnership, including the safekeeping and use of all Partnership funds and assets for the exclusive benefit of the Partnership. The General Partner shall not enter into any transaction with the Partnership which may significantly benefit the General Partner in its independent capacity unless the transaction is expressly permitted hereunder or is entered into principally for the benefit of the Partnership in the ordinary course of the Partnership's business.

(F) Other business activities

The General Partner and its affiliates may engage independently or with others in other business ventures of every nature and description, subject to the restriction that notification to the Limited Partners be rendered with respect to each enterprise of the General Partner or its affiliates which, as a result of activities entered into after the date of this agreement, is or may be in direct competition with the Partnership within the geographic area then served by the Partnership excepting those activities of the General Partner promoting and investing in projects in the Regional Center. Nothing in this agreement shall be deemed to prohibit the General Partner or its affiliates from dealing or otherwise engaging in business with persons transacting business with the Partnership not involving any rebate, reciprocal arrangement, or other transaction which would have the effect of circumventing any restriction set forth herein relating to dealings between the Partnership and the General Partner or its affiliates. Neither the Partnership nor any Partner shall have any right by virtue of this agreement or the Partnership relationship created hereby in or to such other ventures or activities or to the income or proceeds derived therefrom, and the pursuit of such ventures shall not be deemed wrongful or improper.

(G) Limitation on liability; indemnification

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Neither the General Partner nor any affiliate of the General Partner shall be liable, responsible, or accountable in damages or otherwise to any of the Limited Partners or the Partnership for any act or omission pursuant to the authority granted to the General Partner by this agreement if the General Partner acted in good faith and in a manner it honestly believed to be (1) within the scope of the authority granted to it by this agreement, (2) in, or not opposed to, the best interests of the Partnership, and such act or omission was not the result of gross negligence or gross misconduct by the General Partner or such affiliate. The Partnership shall indemnify the General Partner against any loss or damage incurred by it and against expenses (including attorney fees) actually and reasonably incurred by it in connection with the defense or settlement of any threatened, pending, or completed action or suit by any Limited Partner in connection therewith to the fullest extent permitted by law. Without limiting the foregoing, indemnification will be allowed for (1) settlements (and expenses related thereto) of lawsuits which allege violations of the Securities Act of 1933, as amended, or of the Ohio Blue Sky Laws and (2) the expenses incurred in defending such lawsuits, if the General Partner and/or the Partnership is successful in such defense, provided a court (a) approves the settlement and finds that indemnification of the settlement costs (and expense costs) should be made or (b) approves indemnification of litigation costs if a successful defense has been made. The General Partner shall, under no condition, be liable to any Limited Partner for any amounts of money which such Limited Partner may become obligated to pay to the Partnership, including any interest thereon, as a return of capital necessary to discharge the debts of the Partnership to its creditors.

ARTICLE VIII Changes in General Partners

(A) Admission of successor or additional General Partner; withdrawal of a General Partner

(1) The General Partner may voluntarily withdraw from its position with the consent of twenty five 25% of Limited Partners.

(2) With the consent of twenty five 25% of Limited Partners, the General Partner may, at any time, designate one or more persons to be a successor to the General Partner or to be an additional General Partner, in each case with such participation in the General Partner's interest as the General Partner and such successors or additional General Partner may agree upon, subject, however, to the provisions of paragraph (1) above, provided that the interests of the Limited Partners shall not be affected thereby. Each such designee shall become a successor or additional General Partner upon satisfying the conditions of article XIV.

(3) Except as provided in section VIII(A)(1), and except in connection with a transfer to a successor or additional General Partner pursuant to paragraph (2) above, the General Partner shall not have the right to retire or withdraw voluntarily from the Partnership or to sell, assign, or transfer any of its interest.

(4) Any voluntary withdrawal by a General Partner from the Partnership, if there is only one General Partner, or any sale, transfer, or assignment by the General Partner of its interest, if there is only one General Partner, shall be effective only upon the admission in

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accordance with section VIII(A)(1) or section VIII(A)(2) of a successor or additional General Partner, as the case may be.

(5) The provisions of this section VIII(A) do not restrict the power of the General Partner to pledge or assign its interest in accordance with section VII(D)(2).

(B) Bankruptcy, death, dissolution, or incompetence of a General Partner

(1) Upon the bankruptcy, death, dissolution, or adjudication of incompetency of a General Partner (hereinafter an "involuntary withdrawal"), such General Partner shall immediately cease to be a General Partner and its interest in the Partnership shall terminate; provided, however, that such involuntary withdrawal shall not affect any rights or liabilities of such General Partner which matured prior to such event, or the right of such General Partner to its share of distributable cash and sale or refinancing proceeds, or its share of income or loss.

(2) If, at the time of the involuntary withdrawal of a General Partner, such General Partner was not the sole General Partner, the remaining General Partner or Partners shall continue the business of the Partnership and shall immediately (a) give notification to the Limited Partners of such event and (b) make such amendments to this agreement and execute and file for recordation such amendments or other documents or instruments as are necessary to reflect the termination of the interest of the withdrawing General Partner and such General Partner's having ceased to be a General Partner.

(C) Liability of a withdrawn General Partner

Any General Partner who shall voluntarily or involuntarily withdraw from the Partnership or sell, transfer, or assign its interest shall remain liable for all obligations and liabilities incurred by the Partnership until the withdrawal of such General Partner shall have become effective as provided in section VIII(A) or section VIII(B), as the case may be, but shall be free of any obligation or liability incurred on account of the activities of the Partnership from and after the time the withdrawal shall have become effective.

(D) Restrictions on transfer of a General Partner's interest

(1) Notwithstanding anything to the contrary in this article VIII, a General Partner's interest shall at all times be subject to the restrictions applicable to Limited Partnership interests set forth in sections IX(A)(1), IX(A)(3), and IX(A)(4).

(2) No assignee or transferee of all or any part of the interest of a General Partner shall have any right to become a General Partner except as provided in this article VIII.

(E) Removal of a General Partner; interest of a General Partner

If ninety percent (90%) or more of the Limited Partners agree, the Limited Partners may remove a General Partner by a notification that such General Partner is removed; provided that no General

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Partner may be removed so long as such General Partner remains obligated, directly or indirectly, for any recourse debt or lease of the Partnership. If, after any removal of a General Partner, there is no General Partner, a majority of the Limited Partners may designate a new General Partner. Failure of the Limited Partners to designate a new General Partner within thirty (30) days, if after such removal there is no General Partner, shall dissolve the Partnership. In the event of the removal of any General Partner, each such removed General Partner shall continue to be entitled to all rights that such General Partner had as a General Partner, including, but not limited to, the same rights to income, loss, distributable cash, and sale or refinancing proceeds that such General Partner would have been entitled to as a General Partner, which rights shall vest fully in such removed General Partner as of the date of removal, and excepting only the right to participate in the management of the business of the Partnership.

ARTICLE IX
Transferability of Limited Partner Interests

(A) Restrictions on transfers

(1) No sale or exchange of any interests, or any portion thereof, may be made if the interest sought to be sold or exchanged, when added to the total of all other interests sold or exchanged within a period of 12 consecutive months prior thereto, will, in the opinion of counsel for the Partnership, result in the Partnership's being considered to have been terminated within the meaning of section 708 of the Code.

(2) No Limited Partner shall withdraw his capital contribution or transfer, assign, grant, convey, mortgage, or otherwise encumber his interest in the Partnership or in the Partnership's capital, assets, income, or loss, or enter into any agreement as a result of which any other person shall become interested in the Partnership without the prior written consent of the General Partner, which consent may be withheld for any of the following reasons:

(a) The proposed assignee does not meet the appropriate suitability standards for acquiring an interest;

(b) The assignment will require, in the opinion of counsel to the Partnership, registration under the Securities Act of 1933, as amended, or registration under the securities laws of any state or federal jurisdiction; or

(c) The assignment will be inconsistent with the terms of an opinion of counsel to the Partnership or will be inconsistent with the terms of transfer that may be stipulated by such counsel or by any agreement to which the Partnership is a party, including, but not limited to, terms relating to receipt of appropriate documentation with respect to place of residence, suitability, and restrictions on further transfer, sale, exchange, or distribution.

(3) No transfer, sale, or assignment of any interest will be recognized except as of the first day of a fiscal quarter following the fiscal quarter in which the Partnership receives the instrument of assignment; and to that end, the instrument of assignment submitted to the

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Partnership pursuant to section IX(B)(2) shall be held by the General Partner, and no action will be taken by the General Partner with respect thereto until the end of the fiscal quarter in which received.

(4) No transfer or assignment of any interest shall be made if, in the opinion of the Partnership's counsel, such transfer or assignment will result in the Partnership being treated as a corporation for federal income tax purposes.

(B) Assignees and substituted Limited Partners

(1) If a Limited Partner dies, his executor, administrator, or trustee, or, if he is adjudicated an incompetent, his committee, guardian, or conservator, or, if he becomes bankrupt, the trustee or receiver of his estate, shall have all the rights of a Limited Partner for the purpose of settling or managing his estate and such power as such Limited Partner possessed to assign all or any part of his or her interest and to join with the assignee thereof in satisfying conditions precedent to such assignee's becoming a substituted Limited Partner. The death, dissolution, adjudication of incompetence, or bankruptcy of a Limited Partner shall not dissolve the Partnership.

(2) No assignment of an interest, though otherwise permitted by section IX(A), shall be valid and effective, and the Partnership shall not recognize the same for purposes of distributions of distributable cash and sale or refinancing proceeds or for purposes of the allocation of income or loss until there is filed with the General Partner an instrument in writing substantially in the following form, with blanks appropriately filled in and subscribed by both parties to the conveyance:

(Name of Limited Partner), hereby assigns to _____
all of my right, title, and interest in and to my Limited Partnership interest in KRC
Fund 1, L.P., a Limited Partnership organized under the laws of the State of Ohio,
and direct that all future distributions of distributable cash and sale or refinancing
proceeds and allocations of income or loss on account of said interest be paid or
allocated to such assignee.

_____, as assignee, hereby accepts said interest subject to all
terms, covenants, and conditions of the agreement of Limited Partnership dated ____
_____.

Dated this _____ day of _____, 2010.

Limited Partner printed name

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Assignee printed name: _____
Assignee's SSN or TIN: _____

(3) As of the first day of the fiscal quarter after the consent of the General Partner to the assignment in the form prescribed in section IX(B)(2), the Partnership shall make all further distributions of distributable cash and sale or refinancing proceeds and shall allocate any income or loss to the assignee with respect to the interest transferred, regardless of whether such transfer, as between the parties thereto, is or is intended to be a pledge, mortgage, encumbrance, or other hypothecation, until such time as the interest transferred shall be further transferred in accordance with the provisions of this agreement.

(4) Any Limited Partner who shall assign all of his or her interest shall cease to be a Limited Partner of the Partnership, except that until the assignee is admitted as a Limited Partner, such assigning Limited Partner shall retain the statutory rights of an assignor of a Limited Partnership interest under the laws of the State of Ohio, including, without limitation, the right to vote on certain matters as herein set forth.

(5) Any person who is an assignee of a Limited Partner interest and who is accepted as a Limited Partner by the General Partner, which acceptance may be granted or withheld in its sole discretion, shall become a substituted Limited Partner when such person shall have satisfied the conditions of section XIV(A) and shall have paid all fees, charges, and filing costs in connection with his or her substitution as a Limited Partner. Notwithstanding whether any assignee of an interest shall become a substituted Limited Partner, an assignee of an interest shall be recognized as a holder of the interest as of the first day of the fiscal quarter following the fiscal quarter in which the Partnership receives a properly executed instrument of assignment provided for in section IX(B)(2), and the transfer has been approved by the General Partner pursuant to this agreement. The rights of a holder of an interest who does not become a substituted Limited Partner shall be limited to receipt of his share of distributable cash and sale or refinancing proceeds and allocation of his share of income and loss as determined under article VI.

ARTICLE X

Dissolution, Termination, and Liquidation of Partnership

(A) Events causing dissolution

The Partnership shall be dissolved upon the happening of any of the following events:

(1) The bankruptcy, removal, death, adjudication of incompetency, or dissolution of a sole General Partner, unless within 30 days after such event the remaining Partners, including any person who has acquired or represents the General Partner's interest, elect in writing to continue the business of the Partnership under the terms and conditions of this agreement;

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- (2) The sale or other disposition of all or substantially all of the Partnership's assets;
- (3) The vote of the Limited Partners pursuant to section XII(B)(3) to dissolve the Partnership;
- (4) The happening of any other event causing the dissolution of the Partnership under the laws of the State of Ohio; or
- (5) The expiration of the term of the Partnership.

Dissolution of the Partnership shall be effective on the date on which the event giving rise to the dissolution occurs, but the Partnership shall not terminate until the Partnership's certificate of Limited Partnership shall have been cancelled and the assets of the Partnership shall have been distributed as provided in section X(B). Notwithstanding the dissolution of the Partnership, prior to the liquidation and termination of the Partnership, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this agreement.

(B) Liquidation

(1) Upon dissolution of the Partnership, the General Partner shall liquidate the assets of the Partnership and apply the proceeds thereof as provided in article VI. Any remaining funds of the Partnership, including any contribution made by the General Partner pursuant to section IV(A) and not paid to creditors, shall be distributed in accordance with the positive capital accounts of the Partners until such capital accounts are reduced to zero and thereafter in the ratio then in effect for sharing distributable cash within the time limits set by Treas Reg 1.704-1(b)(2)(ii)(b). In no event shall sale or refinancing proceeds or any other amounts be distributed in a manner that will have the ultimate effect of causing any Limited Partner to have a negative balance in his capital account. The General Partner shall then cause the cancellation of the Partnership's certificate of Limited Partnership.

(2) Notwithstanding the foregoing, in the event the General Partner shall determine that an immediate sale of part or all of the Partnership's assets would cause undue loss to the Partners, the General Partner, to avoid such loss, may, (a) after having given notification to all the Limited Partners, and to the extent not then prohibited by applicable law, either defer liquidation of and withhold from distribution for a reasonable time any assets of the Partnership except those necessary to satisfy the Partnership's debts and obligations, or (b) distribute the assets to the Partners in kind.

(3) If any assets of the Partnership are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, and any Partner entitled to an interest in such assets shall receive such interest therein as a tenant-in-common with all other Partners so entitled. The fair market value of such assets shall be determined by an independent qualified appraiser to be selected by the General Partner.

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(4) Except as provided in section IV(A), each owner of an interest shall look solely to the assets of the Partnership for all distributions with respect to the Partnership and his or her capital contribution thereto and his or her share of distributable cash, sale or refinancing proceeds, and income or loss thereof and shall have no recourse (upon dissolution or otherwise) against the General Partner, except as provided in section IV(A), or against any Limited Partner.

(C) Buyout provision

(1) If the Partnership has not previously terminated or dissolved prior to the earlier of i) seven years from the date first written above or ii) December 31, 2019, the General Partner shall sell or otherwise liquidate any and all assets necessary to purchase the interest of the Limited Partners at an amount equal to the capital contribution made by the Limited Partner plus an aggregate return of 2.75% per year after the initial two years. The calculation of the aggregate return shall include all of the payments made to the Limited Partner from the time of their initial capital contribution. Any remaining assets after buyout of the Limited Partners, either liquidated or in kind, shall be transferred to the General Partner and the Partnership shall be dissolved.

In the event USCIS mandates any other procedure or process for buying out Limited Partners in an EB-5 approved limited partnership this provision shall be amended to establish the procedure or process adopted or established by USCIS as the procedure to be followed under this Agreement.

- a) In the event that any Limited Partner has not received final disposition of its I-829 application, the deadline provided in Article X(C)(1) above shall be extended to until such resolution shall be final.
 - b) In the event that every Limited Partner has received final disposition of their I-829 applications, the General partner may elect to make the buyout as set out in Article X(C)(1) above at any time.
- (2) In the event that the assets owned by the Partnership are not sufficient to provide the amount required to pay the Limited Partners the value as established in Article X(C)(1) above, the General Partner may, with the approval of not less than 75% of the Limited Partners entitled to vote, extend the time limitation provided in Article X(C)(1) above for a period not to exceed two years.
- (3) In the event that the assets owned by the Partnership are not sufficient to pay the Limited Partners the value as established in Article X(C)(1) above, and the Limited Partners do not approve any extension of time as provided in Article X(C)(2) above, the General Partner shall sell all of the assets of the Partnership and dissolve the Partnership as provided in this Agreement.

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ARTICLE XI
Books and Records, Accounting, Tax Elections, Etc.

(A) Books and records

(1) Books and records of the Partnership shall be maintained at the principal office of the Partnership or, in the case of the books and records pertaining to the operation of the Partnership business or the routine business of the Partnership, at any other place designated by the General Partner, and shall be available for examination there by any Partner or his duly authorized representative at any reasonable time. The Partnership shall maintain those records required by the laws of the State of Ohio and may maintain such other books and records and may provide such financial or other statements as the General Partner in its sole discretion deems advisable. Any Partner, or his duly authorized representative, upon paying the costs of collection, duplication, and mailing, shall be entitled to a copy of the list of the names and addresses of the Limited Partners. The Partnership shall not be required to provide to each Limited Partner a copy of the certificate of Limited Partnership or each certificate of amendment or cancellation.

(2) All annual financial statements of the Partners shall be prepared in accordance with generally accepted accounting principles with a reconciliation with respect to information furnished to Limited Partners for tax purposes.

(B) Accounting and fiscal year

The books of the Partnership shall be kept on such basis for all purposes, including tax purposes, as required by law. If there is no specific requirement as to the manner in which such books shall be kept, they shall be kept as the General Partner shall determine. The fiscal year of the Partnership shall commence on January 1 and terminate on December 31 of each year.

(C) Partnership funds

The funds of the Partnership shall be deposited in such banking institutions as the General Partner shall determine, and withdrawals shall be made only in the regular course of the Partnership's business on such signature or signatures as the General Partner may determine. All deposits and other funds not needed in the operation of the business may be invested in certificates of deposit, short-term money market instruments, government securities, money market funds, or similar investments as the General Partner shall approve.

(D) Depreciation, cost recovery, and tax elections

With respect to all depreciable assets of the Partnership, the Partnership may elect to use accelerated depreciation or cost recovery methods. The Partnership may change to or elect some other method of depreciation or cost so long as such other method is, in the opinion of the General Partner, most advantageous to Limited Partners owning a majority of the Limited Partner interests. The General Partner shall have the sole discretion to determine whether to make the election permitted by section 754 of the Code.

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ARTICLE XII
Meetings and Voting Rights of the Limited Partners

(A) Meetings

(1) Meetings of the Limited Partners for any purpose may be called by the General Partner and shall be called by the General Partner upon receipt of a request in writing signed by Limited Partners owning at least ninety percent (90%) or more of the Limited Partner interests entitled to vote. Notification of any such meeting shall be sent no later than thirty (30) days after receipt of such a request. Such request shall state the purpose of the proposed meeting and the matters proposed to be acted upon thereat. Such meeting shall be held at the principal office of the Partnership or at such other convenient place as may be designated by the General Partner. Except when a meeting is called pursuant to a request by the Limited Partners, the General Partner may, in lieu of calling a meeting, submit any matter (upon which the Limited Partners are entitled to act as provided herein) to the Limited Partners for a vote by written consent without a meeting.

(2) Notification of any such meeting shall be given to each Limited Partner not less than thirty days nor more than forty five (45) days before the date of the meeting, and shall state the place, date, hour, and purpose of the meeting, and shall indicate that it is being issued at or by the direction of the Partner or Partners calling the meeting. If a meeting is adjourned to another time or place, and if an announcement of the adjournment of time or place is made at the meeting, it shall not be necessary to give notice of the adjourned meeting. The presence, in person or by proxy, of a majority of the Limited Partners entitled to vote shall constitute a quorum at all meetings of the Limited Partners; provided, however, that if there is no such quorum, a majority of the Limited Partners so present or so represented may adjourn the meeting from time to time without further notice, until a quorum shall have been obtained. No notice of the time, place, or purpose of any meeting of the Limited Partners need be given to any Limited Partner who attends in person or is represented by proxy (except when a Limited Partner attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting is not lawfully called or convened), or to any Limited Partner entitled to such notice, who, in a writing executed and filed with the records of the meeting either before or after the time thereof, waives such notice.

(3) For the purpose of determining the Limited Partners entitled to vote at any meeting of the Partnership or any adjournment thereof, the General Partner or the Limited Partners requesting such meeting may fix, in advance, a date as the record date for any such determination of the Limited Partners. Such date shall be not more than twenty (20) days nor less than ten (10) days before any such meeting.

(4) Each Limited Partner may authorize any person or persons to act for him by proxy in all matters in which a Limited Partner is entitled to participate, including waiving notice of any meeting, voting, or participating at a meeting. Every proxy must be signed by the Limited Partner or his attorney in fact. No proxy shall be valid after the expiration of six (6)

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months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Limited Partner executing it unless coupled with an interest.

(5) At each meeting of the Limited Partners, the Limited Partners present or represented by proxy shall elect such officers and adopt such rules for the conduct of the meeting as they shall deem appropriate.

(B) Voting rights of the Limited Partners

(1) Limited Partners owning ninety (90%) of the Limited Partner interests entitled to vote, without the concurrence of the General Partner, may amend this agreement, subject to the provisions of section XIV(B); provided that such amendment (a) shall not in any manner allow the Limited Partners to take part in the control of the Partnership's business; (b) shall not, without the consent of the General Partner, alter the rights, powers, or duties of the General Partner as set forth in article VII, or alter the rights of the General Partner to income, loss, distributable cash, or sale or refinancing proceeds; or (c) shall not alter any of the provisions of sections VIII(E) or IX(A).

(2) Limited Partners owning more than ninety five percent (95%) of the Limited Partner interests entitled to vote, without the concurrence of the General Partner, may remove the General Partner and elect a replacement therefor, subject to section VIII(E).

(3) Limited Partners owning more than ninety five percent (95%) of the Limited Partner interests entitled to vote, without the concurrence of the General Partner, may dissolve the Partnership. Limited Partners shall not otherwise have the right to vote on the sale or other disposition of, at one time, all or substantially all the assets of the Partnership.

ARTICLE XIII
Reports

(A) Annual reports

Within one hundred twenty (120) days after the end of each fiscal year, the General Partner shall send to each person who was a Limited Partner at any time during the fiscal half then ended (1) a balance sheet (which need not be audited), (2) a profit and loss statement (which need not be audited), (3) a cash flow statement (which need not be audited), (4) a calculation of distributable cash and sale or refinancing proceeds, (5) a statement describing the nature and amount of all fees and other compensation and distributions paid by the Partnership for such fiscal half to the General Partner or their affiliates, and (6) a report summarizing the status of the assets and the activities of the Partnership during such fiscal half.

(B) Tax information

Within one hundred twenty (120) days after the end of each fiscal year, the General Partner shall send to each person who was a Limited Partner at any time during the fiscal year then ended such

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tax information as shall be necessary for the preparation by such Limited Partner of his federal and state income tax return.

(C) Annual reports

Within one hundred twenty (120) days after the end of each fiscal year, the General Partner shall send to each person who was a Limited Partner at any time during the fiscal year then ended (1) a balance sheet as of the end of such fiscal year, (2) a statement of income, (3) a statement of Partners' equity and changes in financial position for such fiscal year, all of which shall be prepared in accordance with generally accepted accounting principles, except that such reports may be prepared on a basis consistent with federal income tax reporting, (4) a cash flow statement (which need not be audited), (5) a statement (which need not be audited) showing the distributable cash and sale or refinancing proceeds distributed to that person, which shall identify distributable cash distributed from operations during the year and distributable cash from operations during prior years, (6) a statement of any transactions with the General Partner or its affiliates, and of fees, commission, compensation, and other benefits paid or accrued to such persons for the fiscal year completed, showing the amount paid or accrued to each recipient and the services performed, and (7) the applicable information for the last fiscal half of such fiscal year, described in section XIII(A)(6).

ARTICLE XIV

Amendments to Partnership Agreement

(A) Additional Partners

Each Limited Partner, substituted Limited Partner, additional General Partner, and successor General Partner shall become a signatory hereof by signing such number of counterpart signature pages hereto and such other instrument or instruments, and in such manner, as the General Partner shall determine. By so signing, each Limited Partner, substituted Limited Partner, additional General Partner, or successor General Partner, as the case may be, shall be deemed to have adopted and to have agreed to be bound by all the provisions hereof; provided, however, that no such counterpart shall be binding until it shall have been accepted by the General Partner pursuant to the provisions of section IX(B).

(B) Amendments with consent of the Limited Partners

In addition to the amendments authorized by articles VIII and IX, amendments may be made hereto from time to time by the General Partner with the consent of the Limited Partners owning not less than forty nine percent (49%) of the Limited Partner interests entitled to vote; provided, however, that without the consent of the Partners to be adversely affected by the amendment, this agreement, except as described in section XIV(C), may not be amended so as to (1) convert a Limited Partner's interest into a General Partner's interest; (2) otherwise modify the limited liability of a Limited Partner; or (3) alter the interest of a Partner in income, loss, distributable cash, or sale or refinancing proceeds. When any amendment is proposed, the General Partner shall submit a statement of such proposed amendment to the Limited Partners accompanied by an opinion of counsel as to the legality of such amendment.

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(C) Amendments without consent of the Limited Partners

In addition to any amendments otherwise authorized herein, amendments may be made hereto from time to time by the General Partner, without the consent of any of the Limited Partners, (1) to add to the representations, duties, or obligations of the General Partner or surrender any right or power granted to the General Partner herein, for the benefit of the Limited Partners; (2) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to add other provisions with respect to matters arising hereunder which will not be inconsistent with the provisions hereof; and (3) to delete or add any provision hereto required to be so deleted or added by any federal or state agency, which addition or deletion is deemed by such agency to be for the benefit or protection of the Limited Partners. Notwithstanding the foregoing provisions, no amendment shall be adopted pursuant to this section XIV(C) unless the adoption thereof (1) is for the benefit of or not adverse to the interests of the Limited Partners; (2) is consistent with article VII; (3) does not affect the distribution of distributable cash or the allocation of income or loss among the Limited Partners or between the Limited Partners and the General Partner; and (4) does not affect the limited liability of the Limited Partners or the status of the Partnership as a Partnership for federal income tax purposes.

(D) Recording of amendments

In making any amendments, there shall be prepared and filed for recordation by the General Partner such documents and certificates as shall be required to be prepared and filed under the laws of the Commonwealth of Kentucky.

ARTICLE XV
Miscellaneous Provisions

(A) Appointment of the General Partner as attorney in fact

(1) Each Limited Partner, including each substituted Limited Partner, by the execution of this agreement, irrevocably constitutes and appoints the General Partner, with full power of substitution, his true and lawful attorney in fact with full power and authority in his or her name, place, and stead to execute, acknowledge, deliver, swear to, file, and record at the appropriate public offices such documents as may be necessary or appropriate to carry out the provisions hereof, including, but not limited to:

(a) All certificates and other instruments (including counterparts hereof), and any amendment thereof, which the General Partner deems appropriate to form, qualify, or continue the Partnership as a Limited Partnership in the jurisdictions in which the Partnership may conduct business or in which such formation, qualification, or continuation is, in the opinion of the General Partner, necessary to protect the limited liability of the Limited Partners;

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(b) All amendments hereto adopted in accordance with the terms hereof and all instruments which the General Partner deems appropriate to reflect a change or modification of the Partnership in accordance with the terms hereof; and

(c) All conveyances and other instruments which the General Partner deems appropriate to reflect the dissolution and termination of the Partnership.

This power of attorney may be exercised by the General Partner acting alone for each Limited Partner or by listing all of the Limited Partners executing any instrument with a single signature of the General Partner as an attorney in fact for all of them.

(2) The appointment by all Limited Partners of the General Partner as attorney in fact shall be deemed to be a power coupled with an interest, in recognition of the fact that each of the Partners under this agreement will be relying upon the power of the General Partner to act as contemplated hereby in any filing and in any other action on behalf of the Partnership, and shall survive the bankruptcy, death, adjudication of incompetence or insanity, or dissolution of any person giving such power and the transfer or assignment of all or any part of his or her interests. The foregoing power of attorney of a transferor Limited Partner shall survive such transfer only until such time as the transferee shall have been admitted to the Partnership as a substituted Limited Partner and all required documents and instruments shall have been duly executed, filed, and recorded to effect such substitution.

(B) Binding provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors, and assigns of the respective parties hereto.

(C) Applicable law

This agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

(D) Counterparts

This agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

(E) Sevarability of provisions

Each provision of this agreement shall be considered separable. If, for any reason, any provision or provisions hereof are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this agreement which are valid.

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(F) Headings

Section titles are for descriptive purposes only and shall not control or alter the meaning of this agreement as set forth in the text.

(G) Interpretation

When the context in which words are used herein indicates that such is the intent, words in the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date first above written.

Kentucky Regional Center, LLC, doing business as
Midwest EB-5 Regional Center

By:
Member:

SV ARX, an Ohio limited liability company

BY:
Title:

EXHIBIT A

LIMITED PARTNERS

<u>Name</u>	<u>Interest</u>	<u>Cash Capital Contribution</u>
Hu, Jiaxi	1.25%	\$ 500,000
Wu, Xiaoyan	1.25%	\$ 500,000
Li, Mengfang	1.25%	\$ 500,000