

_____, 202__

PROSPECTIVE INVESTOR: _____

COPY NUMBER: _____

PROSPECTIVE INVESTORS ELECTING NOT TO MAKE INVESTMENT ARE REQUESTED TO RETURN ALL OFFERING MATERIALS TO THE FUND.

CONFIDENTIAL

THIS MEMORANDUM IS INTENDED FOR THE PROSPECTIVE INVESTOR LISTED ABOVE. THIS MEMORANDUM MAY NOT BE REPRODUCED OR RELIED UPON BY ANY OTHER PERSON.

Friona Dairy EB5 Investors Fund LP

Limited Partnership Interests (“Units”)

Minimum Investment of \$800,000

Up to \$28,000,000 in Limited Partnership Units equating to 35 Units

Confidential Private Offering Memorandum

Date: February 28, 2026

Contact Information:

Friona Dairy EB5 Investors Fund LP
c/o Friona Dairy EB5 GP LLC
2681 MacArthur Blvd., Ste 202
Lewisville, TX 75067
279-666-3276 (telephone)
info@moodairyfarms.com (email)
<https://moodairyfarms.com>

EACH INVESTOR HEREBY AGREES THAT IT IS HIS/HER SOLE RESPONSIBILITY TO ENSURE PROPER TRANSLATION OF THIS MEMORANDUM INTO THEIR NATIVE LANGUAGE IF NECESSARY FOR HIS/HER UNDERSTANDING OF THE RIGHTS AND OBLIGATIONS CONTAINED HEREIN. ANY TRANSLATION HEREOF PROVIDED BY ANY OF THE PARTIES HERETO IS NOT A BINDING LEGAL DOCUMENT AND IS PROVIDED SOLELY FOR THE INVESTOR’S CONVENIENCE. NONE OF THE PARTIES HERETO ARE LIABLE FOR ANY INACCURACIES IN ANY LANGUAGE TRANSLATION OR FOR ANY MISUNDERSTANDINGS DUE TO DIFFERENCES IN LANGUAGE USAGE OR DIALECT. IN THE EVENT OF ANY INCONSISTENCIES BETWEEN THIS MEMORANDUM AS SET FORTH IN ENGLISH AND ANY OTHER LANGUAGE, THE ENGLISH VERSION SHALL GOVERN.

EACH INVESTOR ASSUMES RESPONSIBILITY FOR FULLY UNDERSTANDING THE NATURE AND TERMS OF THE RIGHTS AND OBLIGATIONS UNDER THIS MEMORANDUM.

FRIONA DAIRY EB5 INVESTORS FUND LP
LIMITED PARTNERSHIP INTERESTS (“UNITS”)

CONFIDENTIAL

PRIVATE OFFERING MEMORANDUM

IMPORTANT NOTICES

THIS CONFIDENTIAL PRIVATE OFFERING MEMORANDUM (THE “*MEMORANDUM*”) OF FRIONA DAIRY EB5 INVESTORS FUND LP (THE “*FUND*”) DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY LIMITED PARTNER INTERESTS (“UNITS”) AS TO ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. THE OFFER AND SALE OF THE UNITS HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “*SECURITIES ACT*”). THIS OFFERING IS MADE ONLY TO PARTIES THAT ARE THAT ARE “*ACCREDITED INVESTORS*” AS DEFINED IN THE SUBSCRIPTION AGREEMENT FOR THE FUND (“*SUBSCRIPTION AGREEMENT*”), AND PURSUANT TO REGULATIONS UNDER THE SECURITIES ACT. THE GENERAL PARTNER RESERVES THE RIGHT TO SELL UNITS IN THE FUND WITHIN THE UNITED STATES THROUGH A PRIVATE PLACEMENT PURSUANT TO THE SECURITIES ACT AND CERTAIN EXEMPTIONS THEREUNDER, AND ONLY TO PARTIES THAT ARE “*ACCREDITED INVESTORS*” AS DEFINED IN RULE 501(A) OF REGULATION D UNDER THE SECURITIES ACT.

THIS MEMORANDUM IS NOT A PROSPECTUS OR AN ADVERTISEMENT, AND THE OFFERING IS NOT BEING MADE TO THE PUBLIC.

THE TRANSFERABILITY OF THE UNITS DESCRIBED HEREIN ARE HIGHLY RESTRICTED. IN THE EVENT AN INVESTOR SHOULD DESIRE TO DO SO, THE INVESTOR WILL PROBABLY BE UNABLE TO LIQUIDATE THE INVESTMENT QUICKLY OR ON ACCEPTABLE TERMS, IF AT ALL. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE UNITS HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE ACT OR ANY BLUE SKY LAW, AND THEREFORE CANNOT BE SOLD, TRANSFERRED, OR PLEDGED IN THE ABSENCE OF SUCH REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION THEREFROM. THERE IS NO PUBLIC OR OTHER MARKET FOR THE UNITS, AND NO SUCH MARKET IS EXPECTED TO DEVELOP. THE TRANSFERABILITY OF UNITS ALSO IS RESTRICTED BY THE ISSUER’S LIMITED PARTNERSHIP AGREEMENT (THE “*PARTNERSHIP AGREEMENT*”). ACCEPTANCE OF ANY SUBSCRIPTION TO PURCHASE UNITS HEREUNDER IS SUBJECT TO THE ISSUER’S APPROVAL AND THE SATISFACTORY COMPLETION AND EXECUTION OF THE SUBSCRIPTION DOCUMENTS ACCOMPANYING THIS MEMORANDUM.

THE UNITS ARE ALSO SUBJECT TO RESTRICTIONS ON TRANSFERABILITY PURSUANT TO THE TERMS OF THE PARTNERSHIP AGREEMENT, INCLUDING A RESTRICTION FROM TRANSFERRING THE UNITS PRIOR TO THE LIMITED PARTNER (AS DEFINED BELOW) HOLDING SUCH UNITS OBTAINING A FINAL DETERMINATION ON HIS OR HER I-829 PETITION (AS DEFINED BELOW) BY USCIS (AS DEFINED BELOW).

THE UNITS ARE SPECULATIVE AND PRESENT A HIGH DEGREE OF RISK. SEE “RISK FACTORS” AND “CONFLICTS OF INTEREST.” INVESTORS MUST BE PREPARED TO BEAR SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND BE ABLE TO WITHSTAND A TOTAL LOSS OF THE AMOUNT INVESTED.

THE UNITS ARE BEING OFFERED SUBJECT TO VARIOUS CONDITIONS, INCLUDING: (I) WITHDRAWAL, CANCELLATION OR MODIFICATION OF THE OFFER WITHOUT NOTICE; (II) THE RIGHT OF THE GENERAL PARTNER TO REJECT ANY SUBSCRIPTION FOR A UNIT, IN WHOLE OR IN PART, FOR ANY REASON; AND (III) THE APPROVAL OF CERTAIN MATTERS BY LEGAL COUNSEL.

THE INFORMATION SET FORTH IN THIS MEMORANDUM IS CONFIDENTIAL. RECEIPT AND ACCEPTANCE OF THIS MEMORANDUM SHALL CONSTITUTE AN AGREEMENT BY THE RECIPIENT THAT THIS MEMORANDUM SHALL NOT BE REPRODUCED OR USED FOR ANY PURPOSE OTHER THAN IN CONNECTION WITH THE RECIPIENT’S EVALUATION OF AN INVESTMENT IN A UNIT. THIS MEMORANDUM IS THE PROPERTY OF THE ISSUER AND, EXCEPT AS HELD BY A LIMITED PARTNER OF THE FUND (A “LIMITED PARTNER”), MUST BE RETURNED UPON REQUEST. NOTWITHSTANDING THE FOREGOING, EACH INVESTOR (AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF THE INVESTOR) MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE TAX TREATMENT AND TAX STRUCTURE OF AN INVESTMENT IN THE FUND AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSES) THAT ARE PROVIDED TO THE INVESTOR RELATING TO SUCH TAX TREATMENT AND TAX STRUCTURE. ACCEPTANCE OF THIS MEMORANDUM BY A RECIPIENT CONSTITUTES AN AGREEMENT TO BE BOUND BY THE FOREGOING TERMS.

NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS OR TO GIVE ANY INFORMATION WITH RESPECT TO THE FUND, THE GENERAL PARTNER OR THE UNITS, OTHER THAN AS CONTAINED IN THIS MEMORANDUM, THE PARTNERSHIP AGREEMENT AND THE SUBSCRIPTION AGREEMENT AND AS CONTAINED IN A WRITTEN SUPPLEMENT TO THIS MEMORANDUM APPROVED BY THE GENERAL PARTNER. PROSPECTIVE INVESTORS SHOULD NOT RELY UPON INFORMATION OR REPRESENTATIONS FROM ANY OTHER SOURCE.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THIS MEMORANDUM AS INVESTMENT, LEGAL OR TAX ADVICE. PRIOR TO ACQUIRING A UNIT, A PROSPECTIVE INVESTOR SHOULD CONSULT WITH ITS OWN LEGAL, INVESTMENT, TAX, ACCOUNTING AND OTHER ADVISORS TO DETERMINE THE POTENTIAL BENEFITS, BURDENS AND OTHER CONSEQUENCES OF SUCH INVESTMENT. IN PARTICULAR, IT IS THE RESPONSIBILITY OF EACH INVESTOR TO ENSURE THAT THE LEGAL AND REGULATORY REQUIREMENTS OF ANY RELEVANT JURISDICTION OUTSIDE THE UNITED STATES ARE SATISFIED IN CONNECTION WITH SUCH INVESTOR’S ACQUISITION OF A UNIT.

CERTAIN DOCUMENTS RELATING TO THE FUND WILL BE COMPLEX OR TECHNICAL IN NATURE, AND PROSPECTIVE INVESTORS MAY REQUIRE THE ASSISTANCE OF LEGAL COUNSEL TO PROPERLY ASSESS THE IMPLICATIONS OF THE TERMS AND CONDITIONS SET FORTH THEREIN. LEGAL COUNSEL TO THE FUND AND THE

GENERAL PARTNER REPRESENT ONLY THE FUND AND THE GENERAL PARTNER. NO LEGAL COUNSEL HAS BEEN ENGAGED BY THE FUND OR THE GENERAL PARTNER TO REPRESENT THE UNITS OF PROSPECTIVE INVESTORS. EACH PROSPECTIVE INVESTOR IS URGED TO ENGAGE AND CONSULT WITH ITS OWN LEGAL COUNSEL IN REVIEWING DOCUMENTS RELATING TO THE FUND.

EXCEPT WHERE OTHERWISE SPECIFICALLY INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE SUBSEQUENT DELIVERY OF THIS MEMORANDUM NOR ANY SALE OF UNITS SHALL BE DEEMED A REPRESENTATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS, PROSPECTS OR ATTRIBUTES OF THE FUND SINCE THE DATE HEREOF.

NOTHING CONTAINED HEREIN IS, OR SHOULD BE RELIED UPON, AS A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE FUND. ANY STATEMENTS, ESTIMATES AND PROJECTIONS WITH RESPECT TO SUCH FUTURE PERFORMANCE SET FORTH IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS MADE BY THE GENERAL PARTNER, WHICH MAY OR MAY NOT PROVE TO BE CORRECT. NO REPRESENTATION IS MADE AS TO THE ACCURACY OF SUCH STATEMENTS, ESTIMATES AND PROJECTIONS.

EACH INVESTOR THAT ACQUIRES A UNIT WILL BECOME SUBJECT TO THE FUND'S PARTNERSHIP AGREEMENT. IN THE EVENT ANY TERMS OR PROVISIONS OF THE PARTNERSHIP AGREEMENT CONFLICT WITH THE INFORMATION CONTAINED IN THIS MEMORANDUM, THE PARTNERSHIP AGREEMENT SHALL CONTROL.

NOTICE TO ALL PROSPECTIVE INVESTORS:

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE UNITS AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. IN ASSESSING SUCH MERITS AND RISKS INVOLVED, INVESTORS MUST CAREFULLY REVIEW THE AFFILIATED NATURE OF THE PARTIES INVOLVED IN THE OFFERING AND THE UNDERLYING INVESTMENT MADE BY THE FUND, SEE "*RISK FACTORS*" AND "*CONFLICTS OF INTEREST*." THE UNITS OFFERED HEREBY HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE OFFER OF UNITS IS PERSONAL TO THE PERSON TO WHOM THIS MEMORANDUM HAS BEEN DELIVERED, AND AN APPLICATION FOR SUBSCRIPTION WILL ONLY BE ACCEPTED FROM SUCH PERSON. THIS MEMORANDUM MAY NOT BE USED, COPIED, REPRODUCED OR DISTRIBUTED IN WHOLE OR IN PART BY THE RECIPIENT TO ANY OTHER PERSON.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements included in this Memorandum constitute “forward-looking statements” and are subject to a number of significant risks and uncertainties. Any such forward-looking statements contained herein should not be relied upon as predictions of future events. Some of these forward-looking statements can be identified by the use of forward-looking terminology such as “believes,” “expects,” “may,” “will,” “should,” “seeks,” “approximately,” “intends,” “plans,” “estimates,” “anticipates” or the negative thereof or other variations thereof or comparable terminology, or by discussions of strategy, plans, intentions or unrealized investment results. Such forward-looking statements are subject to numerous risks and are necessarily dependent on assumptions, data or methods that may be incorrect or imprecise and may not be realized. In that regard, the matters discussed in this Memorandum or other factors could cause actual results and other matters to differ materially from those in such forward-looking statements. As a result of the foregoing, no assurances can be or are given as to the future results of operations or financial condition of the Fund.

REGIONAL CENTER DISCLAIMER

SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN REGIONAL SPONSORSHIP AGREEMENT EXECUTED BY THE FUND AND THE REGIONAL CENTER, THE REGIONAL CENTER AGREES TO SPONSOR THE FUND BY PROVIDING THE SERVICES THEREIN WHICH WILL ALLOW THE FUND AND THE INVESTORS IN THE FUND TO REPRESENT TO USCIS THAT THEY ARE ASSOCIATED WITH REGIONAL CENTER FOR PURPOSES OF CLAIMING CREDIT FOR INDIRECT JOB CREATION ARISING FROM THE PROJECT IN THE INVESTORS' PETITIONS TO USCIS SEEKING PERMANENT RESIDENCE IN THE UNITED STATES OF AMERICA BASED ON THEIR INVESTMENT IN THE FUND. ALTHOUGH THE REGIONAL CENTER WILL SPONSOR THE FUND AND ITS EB-5 INVESTORS AND PROVIDE SERVICES, AS DESCRIBED IN THAT CERTAIN REGIONAL CENTER SPONSORSHIP AGREEMENT, INCLUDING MONITORING AND OVERSIGHT, NEITHER THE REGIONAL CENTER NOR ANY AFFILIATE, MANAGER, OR AGENT IS OTHERWISE PARTICIPATING IN THE OFFERING OR THE PROJECT. NEITHER THE FUND, GENERAL PARTNER, JCE, NOR ANY MANAGER, AGENT, OR AFFILIATE OF ANY OF THEM MAY SUGGEST TO ANY PROSPECTIVE EB-5 INVESTOR, MARKETING AGENT, FINDER OR OTHER PARTY THAT REGIONAL CENTER OR ANY RELATED PARTY IS A PARTICIPANT IN THE OFFERING OR PROJECT OTHER THAN AS SPONSOR PROVIDING THOSE CERTAIN SERVICES. THE FUND SHALL REQUIRE EVERY MARKETING AGENT TO STATE, CONCURRENTLY WITH ANY IDENTIFICATION OF THE REGIONAL CENTER IN ANY MATERIALS, PRESENTATION, OR DISCUSSION IN CONNECTION WITH THE OFFERING, THAT: (I) THE REGIONAL CENTER IS ONLY PARTICIPATING IN THE OFFERING OR PROJECT AS A SPONSOR PROVIDING THOSE CERTAIN SERVICES DESCRIBED IN THIS AGREEMENT; AND (II) THE REGIONAL CENTER IS NOT RESPONSIBLE FOR ANY REPRESENTATIONS IN THE OFFERING DOCUMENTS OR OTHER TRANSACTION DOCUMENTS, DOES NOT ENDORSE THE OFFERING OR THE PROJECT, AND IS ASSOCIATED WITH THE OFFERING AND THE PROJECT ONLY IN ITS SERVICE AS A REGIONAL CENTER FOR COMPLIANCE WITH THE EB-5 PROGRAM IN CONNECTION WITH EB-5 INVESTORS' CLAIM OF INDIRECT JOB CREATION. NEITHER THE FUND, GENERAL PARTNER OR JCE, NOR ANY MANAGER, AGENT, OR AFFILIATE OF ANY OF THEM IS THE AGENT OF THE REGIONAL CENTER AND NEITHER THE FUND, GENERAL PARTNER OR JCE, NOR ANY MANAGER, AGENT, OR AFFILIATE OF ANY OF THEM IS AUTHORIZED TO AND MUST NOT REPRESENT TO ANY THIRD PARTY THAT SUCH PARTIES ARE AUTHORIZED TO MAKE ANY COMMITMENT OR OTHERWISE ACT ON BEHALF OF THE REGIONAL CENTER EXCEPT TO THE EXTENT NECESSARY FOR REGIONAL CENTER TO PERFORM THE SERVICES PROVIDED.

TABLE OF CONTENTS

	Page
I. SUMMARY OF TERMS	9
II. RISK FACTORS.....	16
III. IMMIGRATION MATTERS.....	31
IV. CONFLICTS OF INTEREST	32
V. INVESTMENT SUMMARY	34
VI. MANAGEMENT OF THE PROJECT.....	44
VII. INVESTOR SUBSCRIPTION PROCEDURE.....	48
VIII. TAX MATTERS	50
IX. ANTI-MONEY LAUNDERING COMPLIANCE.....	58

Exhibit A – *Matter of Ho* EB-5 Business Plan

Exhibit B – The Limited Partnership Agreement

Exhibit C – The Subscription Agreement

Exhibit D – Fund Administration Agreement and Escrow Agreement

I. SUMMARY OF TERMS

The following is a summary of certain facts about the private placement of Units in Friona Dairy EB5 Investors Fund LP, a Texas limited partnership and is qualified in its entirety and should be read in connection with the Partnership Agreement, as may be amended from time to time, and the other disclosures set forth in this Memorandum. Terms not otherwise defined herein shall have the meaning set forth in the Partnership Agreement.

Fund: Friona Dairy EB5 Investors Fund LP, a Texas limited partnership (sometimes referred to herein as the “**Fund**,” the “**NCE**”, or the “**Lender**”), is designed specifically for investment by persons seeking to immigrate to the United States. The Fund is intended to serve as a qualifying investment under the United States Citizenship and Immigration Service’s (“**USCIS**”) program designed specifically to serve non-U.S. citizens seeking to immigrate to and receive legal permanent residency in the United States by making a qualifying investment through a *Regional Center* pursuant to the *EB-5 Reform and Integrity Act of 2022* (the “**EB-5 Program**”). A copy of the Fund’s Limited Partnership Agreement is attached hereto as **Exhibit B**.

Offering: In exchange for their respective contributions, each EB-5 Limited Partner investing Eight Hundred Thousand Dollars (\$800,000.00) shall be allocated One (1) Limited Partnership Unit. Accordingly, a maximum of 35 Limited Partnership Units will be issued consisting of Ninety-Nine Percent (99%) ownership of the partnership under the terms and conditions described in this Memorandum. As discussed below, each Limited Partner who makes a Partial Capital Contribution shall not be counted against the maximum offering until he or she has contributed the entire Subscription Amount.

Fund Investment: The Fund intends to make up to a Twenty Eight Million Dollar (\$28,000,000) loan (the “**Loan**”) to Royal AG and Dairy Holdings LLC, a Texas limited liability company (the “**JCE**”, the “**Borrower**”, or the “**Project Owner**”) which will use the Loan proceeds to finance the development, construction, and operation of a new dairy venture (“**Dairy Farm**”) establishing a fully vertically integrated operation on approximately 600 acres, encompassing in-house cattle raising, feedlots, heifer facilities, feed production and processing, milk parlor, and manure management systems located at 2686 County Road 23 in Friona, Parmer County, Texas (the “**Project**”). The Project will be marketed as Moo Dairy Farms. A description of the Project and the terms of the Loan are described in the section of this Memorandum entitled “**Investment Summary**.”

General Partner: Friona Dairy EB5 GP LLC, a Texas limited liability company (the “**General Partner**”), is the General Partner of the Fund.

The Regional Center: The Fund will be sponsored by State Wide EB5 Regional Center, LLC, a USCIS approved Regional Center (the “**Regional Center**”). The

Regional Center was initially approved by USCIS on March 27, 2015 and received its I-956 approval on July 16, 2025.

Overview of the Offering:

This offering (the “*Offering*”) is for up to a maximum aggregate amount of \$28,000,000 of Units (the “*Total Offering Amount*”). The minimum investment by a Limited Partner is \$800,000 (the “*Subscription Amount*”).

Each person subscribing for a Unit must deliver his or her Subscription Amount, as payment for his or her Unit, directly to the Fund’s designated account. Following acceptance of such Subscription Amount by the Fund in accordance with the terms of this Agreement, such Subscription Amount from each such investor will be “at risk” for investment in the Project Owner by the Fund (a “*Capital Contribution*”) with the subscriber being formally admitted as a Limited Partner of the Fund.

Administrative Fee:

In the addition to the Subscription Amount, each subscriber for a Unit will be required at the time of subscription to pay an additional fee of \$80,000 to the escrow account to defray the costs of the General Partner incurred in connection with this Offering (the “*Administrative Fee*”). The Administrative Fee will be distributed directly to the General Partner’s bank account upon release from escrow.

Partial Capital Contributions:

The General Partner, may, in its sole discretion, accept an amount less than the Subscription Amount from an EB-5 Investor (each, a “*Partial Capital Contribution*”). An EB-5 Investor who makes a Partial Capital Contribution must contribute the Subscription Amount to the Fund within six (6) months of the date of his or her Partial Capital Contribution. An Investor who makes a Partial Capital Contribution will be granted a Limited Partnership Unit, but any Investor who does not contribute the Subscription Amount will be unable to receive the benefits available to an immigrant investor under the EB-5 Program. Notwithstanding the foregoing, the General Partner may, in its sole discretion, allow for separate partial investment arrangements on a per-investor basis. For the Purposes of this Offering, any Limited Partner who makes a Partial Capital Contribution shall not count against the Total Offering Amount until said Limited Partner has contributed the full Subscription Amount.

EB-5 Program Job Creation:

The EB-5 Program rules require creation of not less than ten full-time (i.e., 35 hours per week) jobs within the Regional Center territory (each an “*EB-5 Job*,” and collectively, “*EB-5 Jobs*”) per EB-5 investor. Creation of EB-5 Jobs based on the RIMS II model (defined below) is determined by assessing the economic impact of (i) the capital expenditures made in connection with the construction and operation of the Project, and (ii) the revenues generated from the operation of the Project, as described in the econometric analysis conducted by Impact DataSource (the “*Economic Study*”). If the actual capital expenditures made to construct the Project

are less than those set forth in the Economic Study, or if the assumptions made in connection with the operations of the Project are not met, and those differences in assumptions result in EB-5 Job creation less than the required EB-5 Job creation for all Limited Partners, then it is possible that some of the Limited Partners will not be eligible for removal of the conditions to their U.S. residency, even if EB-5 Jobs are created. EB-5 Jobs anticipated to be created by the Project equal 860.9 jobs. Assuming that the Fund is fully subscribed, this number of jobs exceeds the minimum number of jobs required to be created (*i.e.*, 350) by about 146% -- which is approximately 24.6 jobs per investor assuming a full EB-5 subscription.

Closing:

The Offering will continue until the earlier of (i) subscriptions for \$28,000,000 of Units have been received (*i.e.*, 35 Units have been purchased) and the I-526E Petitions for the subscribers to such Units have been approved by USCIS or (ii) February 28, 2027, unless such date is otherwise extended by the General Partner, in its sole discretion. At such time, the Offering will close, and all of the subscribers to the Units will have either been (i) admitted as Limited Partners of the Fund, or (ii) had their subscriptions denied by the General Partner, and their Subscription Amount (as well as 100% of the Administrative Fee, without interest) returned to each subscriber.

**Units and
Rights of Limited Partners:**

The Units held by the Limited Partners will represent an aggregate 99.0% partnership interest in the Fund, and the remaining 1.0% will be held by the General Partner. The General Partner will have the sole responsibility for the management and operation of the Fund, and the Limited Partners will have no right to participate in the day-to-day operations of the Fund.

Distributions to Partners:

The General Partner will make Distributions of Net Distributable Cash from Operations and Distributions of Net Distributable Cash from Capital Events (as defined below) of the Fund at such times and in such amounts as it determines in its sole discretion. All amounts to be distributed to the Limited Partners will be allocated among the Limited Partners in proportion to their respective Capital Contributions as provided in the Partnership Agreement. Distributions of Cash Available for Distribution allocated to a Limited Partner will be made in the following order of priority:

Distributions of Net Distributable Cash from Operations - First, 100% to such Limited Partner until the cumulative distributions of Cash Available for Distribution to such Limited Partner represent a two percent (2.0%) cumulative, simple, non-compounded annual rate of return on such Limited Partner's Capital Contributions (the "***Preferred Return***") pro rata based on their respective Percentage Interests; and Second, 100% of balance, if any, to the General Partner.

Distributions of Net Distributable Cash from Capital Events - First, 100% to the Limited Partners, *pro rata* based upon their respective percentage interests, until each Limited Partner has received the unpaid

portion of its Preferred Return pro rata based on their respective Percentage Interests; Second, 100% of the balance, if any, to the Limited Partners, pro rata based on their respective Percentage Interests, until each Limited Partner has received an amount equal to such Limited Partner's aggregate Unrecovered Capital Contribution; and Third, 100% of the balance, if any, to the General Partner.

"Net Distributable Cash From Operations" shall mean the gross cash proceeds from the Fund's operations less the portion thereof used to pay, or establish reserves for, all Fund expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the General Partner.

"Net Distributable Cash From Capital Events" means all cash receipts of the Partnership from a Capital Event.

"Capital Event" means, (a) with respect to the Loan, the repayment to the Partnership of any principal of the Loan made by the Partnership, and any similar transaction with respect to the Loan and (b) with respect to any reinvestment by the Partnership due to compliance with an Investor's Sustainment Period, the recovery of capital in connection with such transaction.

"Cash Available for Distribution" shall mean Net Distributable Cash From Capital Events and Net Distributable Cash From Operations.

Notwithstanding the foregoing, in no event will Net Distributable Cash from Capital Events be distributed to a Limited Partner if the distribution would fall within the Limited Partner's Sustainment Period (as defined below), or otherwise violate applicable law. See "*Immigration Matters*" for additional information.

**Allocations of
Profits and Losses:**

Profits and losses of the Fund will be allocated among the Partners in a manner consistent with the foregoing distribution provisions and the requirements of the U.S. Internal Revenue Code of 1986, as it may be amended from time to time (the "*Code*") and the Treasury Regulations promulgated thereunder.

Management Fee:

No Management Fee.

Fees to Finders:

The Fund may use intermediaries, finders, migration agents and other sources for investors in abroad (collectively, "*Finders*"). The Fund may pay each such Finder a fee taken from the Administrative Fee paid by each subscriber introduced by such Finder to the Fund who has actually subscribed and deposited the Subscription Amount into the Fund. Additionally, the Fund may, in its sole discretion and for a limited time, pay each such Finder an annual fee as a percentage of the

Capital Contribution made by such subscriber (the “*Finders’ Annual Fee*”), with the payment to be taken from proceeds of interest payments under the Loan. Furthermore, in no event shall any portion of any fee paid to Finders derive from the Capital Contribution of a Limited Partner as 100% of the Capital Contribution will be injected into the Project in accordance with USCIS policies and regulations.

Fund Expenses:

The General Partner will pay all of its own ordinary administrative and overhead expenses via the proceeds from the Administrative Fee and proceeds from the Loan, including salaries, benefits, and rent. Except as noted above, the Fund will pay all other expenses attributable to the activities of the Fund (the “*Fund Expenses*”), including but not limited to: (i) fees, costs, and expenses related to the Loan (not paid by the Borrower) (ii) transaction costs and finance charges; (iii) fees to Finders (to be paid from interest proceeds from the Loan); (iv) expenses for custodians, outside legal counsel, and accountants; (v) insurance premiums, deductible payments, and litigation expenses; and (vi) taxes, filing fees, and other governmental charges levied against the Fund.

Transfer of Units:

Limited Partners are prohibited from assigning, selling, exchanging, or otherwise transferring any portion of their Units under any circumstances until such Limited Partners’ Form I-829 (an “*I-829 Petition*”) has been fully adjudicated by USCIS and/or any Federal U.S. court and the conditions to such Limited Partners’ U.S. conditional residency has expired. After the conditions on the U.S. residency for each Limited Partner have been fully adjudicated, certain assignments by operation of law or with the consent of the General Partner (which consent may be given or withheld in the General Partner’s sole discretion) may be permitted; *provided*, that no such assignee will be admitted as a substitute Limited Partner without the consent of the General Partner.

Withdrawals:

No Limited Partner will be permitted to voluntarily withdraw from the Fund or withdraw any of his or her Capital Contribution.

Indemnification:

The General Partner and its members, managers, officers, employees, agents, and other affiliates (in each case, an “*Indemnatee*”) will not be liable to the Fund or to the Limited Partners for (i) any act performed or omission made by an Indemnatee in the absence of its own fraud, willful misconduct, or gross negligence, or (ii) losses due to the negligence of agents of the Fund. The Fund will indemnify each Indemnatee for any loss, damage, or expense incurred by such Indemnatee on behalf of the Fund or in furtherance of the interest of the Partners or otherwise arising out of or in connection with the Fund or the business of the Fund. Limited Partners will not be individually obligated with respect to such indemnification beyond their respective Capital Contributions. The General Partner may cause the Fund to purchase, at the Fund’s expense, insurance to cover the General Partner

or any other Indemnitee against liability for any breach or alleged breach of their fiduciary or similar responsibilities.

Rights of Partners

In Capital:

No Limited Partner has the right to the return of his or her Capital Contribution, except through distributions of (i) Cash Available for Distribution (as described above) or (ii) assets of the Fund upon the winding up of the Fund.

Tax Considerations:

Limited Partners are encouraged to consult their advisors concerning the U.S. federal, state, local and foreign tax consequences of an investment in the Fund. See "*Tax Matters*" for additional information.

Fund Administration:

Pursuant to the provisions of the Integrity Act, the Fund will hire PRXY Fund Services LLC as its Fund Administrator.

**Risk Factors and
Conflicts of Interest:**

An investment in the Fund involves significant risks and potential conflicts of interest, which are described in more detail below. See "*Risk Factors*" and "*Conflicts of Interest*" for additional information.

Subscription Matters:

Persons interested in investing in the Fund are required to complete and return to the General Partner the Subscription Agreement and related subscription documents, which are available upon request from the General Partner, along with the Subscription Amount and the Administrative Fee.

Payment of the Subscription Amount must be made in full in readily available U.S. dollars by wire transfer to the escrow account of the Fund as designated by the Subscription Agreement at least one business day prior to the proposed date of subscription. Payment of the Administrative Fee must be made in full in readily available U.S. dollars by wire transfer to the escrow account of the fund concurrently with payment of the Subscription Amount. Additionally, all subscribers are required to submit their I-526E Petition within 30 days of submitting their Subscription Documents to the General Partner.

Each purchaser of a Unit will be deemed to have understood, represented, and agreed with the Fund and the General Partner as follows: (i) the purchaser is purchasing a Unit for the purchaser's own account; (ii) the Units have not been registered under the Securities Act or any other applicable securities laws, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below; (iii) if the General Partner permits a transfer of a Unit to occur, in the General Partner's sole discretion, the purchaser may only resell or transfer the Unit (a) pursuant to an exemption from registration under the Securities Act, as amended, including Regulation D of Section 4(a)(2) of the Securities Act and Regulation S promulgated thereunder (b) pursuant to an effective registration statement under the Securities Act, and, in any case, the purchaser understands that any such transfer or resale may jeopardize the purchaser's ability to obtain legal permanent residency in the United States under the EB-5 Program; (iv) if the General Partner permits a transfer of a Unit to occur, the purchaser will give each person to whom the purchaser transfers such Units notice of any restrictions on transfer of such Unit; and (v) that the person is purchasing the Units in accordance with Regulation D or Regulation S and has not engaged in, and will not engage in any short selling of any equity security issued by the Fund (including, without limitation, the Units) or any hedging transaction with respect to any such equity security, including without limitation, put, call, or other option transactions, option writing, and equity swaps.

Escrow and Administration

The EB-5 funds (including Administrative Fee) will be deposited in an escrow account under the NCE's name upon investment. The NCE will enter into an escrow arrangement (the "**Escrow Agreement**") with a reputable national or state chartered bank as escrow agent (the "**Escrow Agent**"). The EB-5 investors will not be entitled to any escrow interest. The Capital Contribution will be deposited and held in escrow until the Escrow Release Conditions described below are met, at which time they will be released to the Company for the latter's deployment in "at-risk" and job creating activity through the Loan to the JCE. The Administrative Fee will be deposited into the escrow account and released directly to the General Partner's bank account from the escrow account.

Each Limited Partner's Capital Contribution and Administrative Fee will be eligible for release to the NCE from the escrow account upon the following criteria: at such time as the Escrow Agent has received a Written Direction (as defined in the Escrow Agreement) from the Partnership and the General Partner that (i) the Form I-956, *Application for Regional Center Designation* for the Regional Center has been submitted to USCIS and has either been approved or is pending adjudication (the "**Regional Center Good Standing Requirement**"); (ii) the Regional Center Good Standing Requirement remains by virtue of timely Integrity Fee payments (as required by USCIS) and timely Form I-956G, Regional Center Annual Statement filings being made; (iii) the I-956F Application for Approval of an Investment in a Commercial Enterprise for the Offering has been filed by the Regional Center (as evidenced by proof of filing of the same), and (iv) the I-526E Petition for a Subscriber has been filed with USCIS (as evidenced by one of the following: (A) an I-797C Notice of Action issued by USCIS and indicating the I-526E Petition has been received; (B) a letter from the Subscriber's immigration counsel which (1) states that the Subscriber's I-526E Petition has been submitted to USCIS, and (2) includes proof of payment of fees due to USCIS by either a copy of the cashed check image or evidence of a credit card debit by USCIS; or (C) a letter from USCIS which (1) states that the Subscriber's I-526E Petition has been submitted to USCIS, (2) includes the date on which the Subscriber's I-526E Petition was received, (3) states that the Subscriber has a total remaining balance due of \$0.00, and (4) states that USCIS will issue a formal receipt notice for the Subscriber's I-526E Petition when data entry has been completed.

Summary Terms for the EB-5 Loan

<i>Loan Amount:</i>	Up to \$28,000,000
<i>Interest Rate:</i>	Four percent (4.0%) fixed, per annum (the " Base Rate ").
<i>Closing Fee:</i>	No Closing Fee.
<i>Maturity Date</i>	Four (4) years from the first disbursement of Loan proceeds, subject to two (2), one (1)-year extension options at the sole discretion of the Borrower (the " Maturity Date "). Furthermore, the Lender shall have the option to extend the

term of the loan an unlimited number of times for additional periods of six months at a time, provided that any such extensions may only apply with respect to funds from EB-5 Investors who have not completed their Sustainment Period.

Payments:

Interest only at the Base Rate will accrue (non-compounded) and be payable yearly as set forth in the Loan. The Borrower will make one lump sum payment for the Loan Amount plus any accrued and unpaid interest on the Maturity Date.

EB-5 Job Creation:

The Borrower will be required to provide proof to the Fund of the creation of at least 10 EB-5 Jobs per Limited Partner within 2.5 years after I-526E adjudication, so that, if the total amount of the Loan is \$28,000,000, 350 or more EB-5 Jobs must be created within 2.5 years after I-526E adjudication.

Loan Prepayment:

The Loan may be prepaid prior to the Maturity Date, provided that the following conditions are met: (i) the requisite minimum number of jobs have been created for each EB-5 Investor; (ii) if the amount of the prepayment is attributable to an EB-5 Investor who has not completed their Sustainment Period, the NCE must reinvest the proceeds in accordance with USCIS policy; and (iii) all of the EB-5 Investor's Capital Contribution has been spent in the Project; and (iv) the prepayment will not materially and adversely affect an EB-5 Investor's I-829 petition or violate any relevant laws or USCIS policies.

Other Indebtedness:

The Borrower plans to obtain financing from a senior lender.

Subordinated Position

The Borrower plans to obtain senior financing; thus, the EB-5 Loan will be subordinate debt financing.

II. RISK FACTORS

An investment in the Fund involves a high degree of risk and is suitable only for investors of substantial means who have no need for liquidity of the amount invested and who can afford a risk of loss of all or a substantial part of such investment. References herein to “the Fund,” “we,” “our,” “us” and like terms include, as the context may require, the Fund, the General Partner, or any other investment vehicles established by the Fund.

We make no warranty regarding your satisfaction of the EB-5 Program requirements and have not and will not provide you with any legal advice regarding your immigration status or the tax consequences to you of an investment in the Fund. Prior to investing, you must consult your personal immigration lawyer and tax consultant.

In addition to factors set forth elsewhere in this Memorandum, prospective investors should carefully consider the following.

Risks Related to Immigration Status

As a Limited Partner, you will be subject to certain general immigration risks faced by all immigrants to the United States.

The process of obtaining conditional resident status and permanent resident status involves many factors and circumstances that are not within the control of the Fund. These include the investor’s past history, source of investment funds, immigration visa backlogs, potential changes in immigration laws and regulations, including those specific to the EB-5 Program, and quotas established by the United States government limiting the number of visas available to qualified individuals seeking conditional resident status under the EB-5 Program. Although the Fund has been structured with the objective of providing Limited Partners with eligibility for conditional and subsequent permanent resident status under U.S. immigration laws, no assurance can be given that each Limited Partner will obtain approval of his or her particular immigrant petition. Purchase of a Unit does not guarantee conditional or permanent residency in the United States. Furthermore, no assurances or advice can be given that conditional resident status will be converted to permanent resident status.

Investors from Certain Countries could experience significant delays in adjudicating their Form I-526E petitions due to United States State Department announced visa quota retrogression.

When the U.S. Department of State advises that EB-5 immigrant visas for persons with chargeability to another country is oversubscribed, only persons with a priority date earlier than the applicable cut-off date for such country are eligible to file for an application to adjust status or to consular process until more visas become available. This development, known as “visa retrogression,” means that applicants from a country who filed their I-526E Petitions on or after the cut-off date applicable to such country (and their derivative beneficiary family members) will be unable to complete the immigrant visa process through a consular office or through U.S. adjustment of status until such cut-off date advances past the date that the applicant filed an I-526E Petition, which cut-off date is updated by Department of States from time-to-time.

The EB-5 Program and other immigration laws can be discontinued or changed at any time.

The EB-5 Program is a creation of the Federal Government and, as such, the United States Congress and/or other governmental agencies may discontinue or change the requirements of some or all immigration programs. Changes to and/or elimination of immigration program(s) may adversely affect an investor who invests in a Unit. The U.S. Congress and/or other government agencies may discontinue or change some or all of the EB-5 Program or the elements of the EB-5 Program, pursuant to which USCIS has approved the

Regional Center. Changes to and/or elimination of the EB-5 Program may adversely affect the holders of Units and/or jeopardize their ability to receive lawful permanent resident status.

An investment in the Units and approval of the I-526E Petition is only the first step towards acquiring conditional permanent resident status.

After approval of an I-526E petition, each investor must obtain a conditional immigrant visa through an application filed with the U.S. Department of State followed by an interview at a U.S. embassy or consulate. An EB-5 immigrant investor's background (or that of an immediate family member) may not meet the U.S. Department of State criteria for temporary or permanent residency in the United States and, as such, the issuance of such investor's conditional immigrant visa may be denied.

There can be no assurance that Form I-956F, Application for Approval of an Investment in a Commercial Enterprise, will be approved.

Under the EB-5 Program, the Regional Center in conjunction with the Fund must submit a Form I-956F seeking approval of the Project and there is not guarantee that the Project will be approved.

There can be no assurance that the Petitioner's Form I-526E, I-956F, and other USCIS EB-5 relevant forms will be approved.

Hence, there can be no assurance that an investor will successfully complete the Visa Process or that upon the approval thereof the conditions attaching thereto will be removed.

The filing of an immigrant visa application, I-526E Petition, Form I-485 or I-829 Petition by an EB-5 Investor, or a Form I-956F by the Regional Center, in reliance on the current EB-5 Program laws and regulations does not guarantee EB-5 Investors in the Fund will not be required to comply with any future legislation.

The filing of an immigrant visa application, I-526E Petition, Form I-485 or I-829 Petition by an investor, or a Form I-956F by the Regional Center, in reliance on the current EB-5 Program laws and regulations does not guarantee EB-5 Investors in the Fund will not be required to comply with any future legislation, whether pending or introduced in the future. If any proposed legislation amends or nullifies certain aspects of the current EB-5 Program, or current understanding of the EB-5 Program, which materially affect the ability of an EB-5 Investor to receive approval of his or her immigrant visa application, I-526E Petition, Form I-485 or I-829 Petition, such EB-5 Investor may have to re-file his or her immigrant visa application, Form I-485 or I-829 Petition, or re-start the immigration process by filing a new I-526E Petition. If an EB-5 Investor is required to file a new I-526E Petition, (i) any conditional lawful permanent resident children who turn twenty-one before the filing of the new I-526E Petition cannot be included in the new I-526E Petition and may be removable from the U.S., (ii) if the EB-5 Investor and his or her spouse divorced between the date of approval of the initial I-526E Petition and the new I-526E Petition, the derivative spouse could no longer derive lawful permanent resident status, (iii) their priority date may not be maintained which may cause substantial additional delay in obtaining a visa (depending on, among other things, applicable visa backlogs or available visa set-asides), and (iv) the EB-5 Investor may have to begin a new sustainment period and five year period towards naturalization.

It is a requirement of the EB-5 Program that an immigrant investor's source of investment funds be lawfully obtained.

Each investor must demonstrate to the General Partner and USCIS that the funds they invest in the Fund were obtained through lawful means. Each investor must document, to the satisfaction of the General

Partner and USCIS, the source of his or her funds. The General Partner and the investor's U.S. immigration attorney may make a preliminary assessment of the adequacy of an investor's source of funds, but the ultimate decision will be made solely by USCIS. Each investor must agree to provide information and documents to the General Partner and to allow the General Partner to make further investigation concerning the investor's source of funds and the personal and business background of the investor and accompanying family members. Failure to do so will materially and adversely affect the investor's chances of obtaining the approval of their I-526E Petition. Also, there is no guarantee that USCIS will find potential reinvestment arrangements qualifying.

State Wide EB5 Regional Center, LLC is a regional center that works with numerous projects and developers not related to this Project or any of its stakeholders.

Hence, the Regional Center's approved status may be jeopardized by other non-related project activities.

Achieving your immigration goal of conditional and permanent resident status will depend upon the ability of the Project to use the Senior Bank Loan and EB-5 Loan proceeds to create the jobs necessary to fulfill the obligations of the EB-5 Program.

In order for an investment to qualify an investor for lawful permanent resident status, the investor must file an I-829 Petition demonstrating that such investment created the number of full-time jobs required by the EB-5 Program. An investor is eligible to file an I-829 Petition within the 90-day period prior to his/her two-year conditional residency period. Each investor in the Fund who petitions for permanent residency in the U.S. under the EB-5 Program must, through reasonable methodologies, must demonstrate that no fewer than 10 direct, indirect and/or induced jobs are or will be created as a result of his or her investment. Based upon independent economic analysis commissioned by the General Partner, the General Partner believes the Senior Bank Loan (as defined below) and the Loan proceeds should create the requisite number of jobs per investor, although there can be no assurance that the Project will ultimately create such requisite number of jobs.

The Economic Study estimates that the Project will create approximately 860.9 direct, indirect, and induced jobs in connection with the Project. The economic analysis is based upon the Project's proposed activity, the amount of capital that will be spent in the local economy, general assumptions regarding the national economy and other circumstances affecting the Project and their business. There is no assurance that the economic analysis or the assumptions upon which it is based are accurate or that the actual number of direct employees and indirect job creation will reflect or even come close to the number predicted in such analysis. Depending on the disparity, there may be insufficient employment to remove conditional permanent resident status, resulting in a delay or denial of unconditional permanent residency for any investor.

EB-5 Jobs assumed to be created under the RIMS II Model depend on certain assumptions regarding capital expenditures made in order to construct the Project set forth Economic Study that if not made may result in all Limited Partners in the Fund having their request for removal of the conditions to their U.S. residency denied by USCIS.

Creation of EB-5 Jobs based on the RIMS II model is determined by assessing the economic impact of (i) the capital expenditures made in connection with the construction and operation of the Project, and (ii) the revenues generated from the operation of the Project, as described in the Economic Study. If the actual capital expenditures made to construct the Project are less than the assumptions made in the Economic Study, and such actual expenditures result in EB-5 Job creation less than the required EB-5 Job creation for all Limited Partners, then it is likely that none of the Limited Partners will be eligible for removal of the conditions to their U.S. residency, even if some EB-5 Jobs are created.

Each investor remains subject to all applicable rules and regulations concerning qualification for participation in U.S. visa programs.

Each prospective investor should review substantive inadmissibility grounds with competent counsel to determine whether there may be a basis for denying admission of the prospective investor, notwithstanding eligibility for immigration based on an investment in the Fund. Investors who have been granted conditional permanent residency status must file an I-829 Petition to remove such conditions between 21 and 24 months after the date they receive their conditional permanent resident status. The primary purpose of the application is to ensure that investors submit evidence establishing that they have successfully met the requirements of the EB-5 Program, including the creation and maintenance of the requisite number of EB-5 Jobs. Except in rare cases, investors who fail to file their I-829 Petition in a timely manner will automatically lose their permanent residency status. Investors and their immigration attorneys are responsible for ensuring that their applications are timely and properly filed. The General Partner will facilitate the preparation of all requisite evidence regarding the Fund and its investments, but there can be no assurance that upon the approval of an investor's I-526E Petition the conditions attaching thereto will be removed.

Family members may be or become ineligible in certain situations.

- The spouse of an EB-5 Investor may accompany or follow to join an EB-5 Investor who has been granted conditional lawful permanent residence provided that the EB-5 Investor and the spouse, deemed a derivative beneficiary, were married at the time of the EB-5 Investor's first admission to the United States as a conditional lawful permanent resident or following adjustment of status to lawful permanent residence. USCIS will not recognize common law marriages for the purpose of permitting a spouse to be a qualifying derivative beneficiary. If the relationship is one of common law, the partner of the EB-5 Investor cannot acquire lawful permanent resident status on account of the relationship.
- Children or step-children of the EB-5 Investor may accompany or follow to join an EB-5 Investor who has been granted conditional lawful permanent residence provided that the EB-5 Investor can establish parentage or step-parentage at the time of the EB-5 Investor's first admission to the United States as a conditional lawful permanent resident or adjustment of status to lawful permanent residence. Failure to comply with all applicable requirements may result in the separation of a child from the EB-5 Investor or the EB-5 Investor's spouse for protracted periods, in some instances for years, while other immigration opportunities are attempted in an effort to reunite the family.
- A "child" is someone under the age of 21 years who is unmarried. If a child attains the age of 21 or marries before being admitted to the U.S. as a lawful permanent resident or adjusting to lawful permanent resident status, the former child, now deemed a son or daughter may not be eligible to accompany or follow to join the EB-5 Investor. In some circumstances, the Child Status Protection Act may assist a son or daughter to qualify as a child by reducing the deemed age of the son or daughter to less than 21 years. Failure to meet the requirements of the Child Status Protection Act may result in the separation of a son or daughter from the EB-5 Investor or the EB-5 Investor's spouse for protracted periods, in some instances for years, while other immigration opportunities are attempted in an effort to reunite the family.
- Under some circumstances, a child who becomes 21 years of age or marries while holding conditional lawful permanent resident status may remain eligible to remove conditions. Failure to meet qualifying conditions, most of which are not within the child's control, will result in the child being placed in removal proceedings and may require the child to depart the United States.

- Upon the death of an EB-5 Investor before conditions are removed, a spouse and qualifying children of the EB-5 Investor are entitled to seek removal of conditions by submission of the same evidence demonstrating compliance with required criteria that USCIS requires of an EB-5 Investor seeking to remove conditions. Failure of each member of the family to establish these criteria will result in the denial of the application to remove conditions, placement of the family members in removal proceedings and their mandated departure from the United States.
- It is unclear under USCIS procedures if a child who loses the status of “child” before the death of the EB-5 Investor is entitled to seek removal of conditions. USCIS regulations are silent on this matter. If USCIS does not extend this benefit, such a son or daughter may be denied an application to remove conditions and will be placed in removal proceedings and may be mandated to depart the United States.

As a result of participation in the EB-5 Program, and your investment in the Fund, you may be required to pay income taxes in the United States on your worldwide income.

As an EB-5 Program participant, and when you become a resident of the U.S. generally, you will have to pay taxes in the United States based on your worldwide income. Further, even in situations where you are not classified as a resident for U.S. tax purposes, you will be subject to U.S. income taxes and withholding on your allocable share of profits and losses from the Fund. Further, as a resident alien, you will be subject to U.S. estate taxes and gift taxes, and non-resident aliens may also be subject to U.S. estate tax on their Units as U.S. situs property. You should consult your personal tax advisor about the tax consequences of an investment in the Fund. Further information about these matters is included in this Memorandum under the heading “*Tax Matters.*”

Designation of the Project as being located in a TEA will be determined when the Regional Center submits its Form I-956F Application for the NCE and as such and such TEA determination shall be deemed valid for 2 years thereafter, the assumption regarding TEA status and the minimum required Subscription Amount of \$800,000 instead of \$1,050,000 may not be accurate on the date of your I-526E Petition.

USCIS has taken the position that TEA identification of projects, including the Project, is made at the time of the Form I-956F filing. The Economic Study was completed in February 2026, prior to the filing of any I-526E Petitions. By the time the investors submit their I-526E Petitions the employment statistics for the area in which the Project is located may change to reflect a lower unemployment percentage than set forth in the Economic Study.

There are restrictions on transfer of Units and withdrawal of capital, and no public or other market for the Units exists or will exist.

The Limited Partnership Agreement imposes restrictions on the transfer, sale, gift or pledge of the Units. Further, the Units have not been and will not be registered under the Securities Act or the securities laws of any jurisdiction, including any foreign jurisdiction, and are being offered in compliance with Regulation S and in reliance upon an exemption from registration under Regulations D as a safe harbor for the private offering exemption of Section 4(A)(2) of the Securities Act of 1933, as amended, each of which imposes additional restrictions on transfer. The right of Limited Partners to sell, transfer, pledge or otherwise dispose of the Units will be limited by the Securities Act, the Exchange Act and state securities laws. There is no current trading market for the Units, and it is not expected that any such market will develop. Limited Partners have no right to withdraw capital from the Partnership. Consequently, holders of Units may not be able to liquidate their investments prior to the end of the Partnership’s term. Furthermore, an Investor who

makes a Partial Capital Contribution but fails to contribute the Subscription Amount will also be subject to such restrictions on withdrawal of capital.

Investors who make a Partial Capital Contribution may be ineligible to take advantage of the benefits of the EB-5 Program.

The Fund may accept an Investor who makes a Partial Capital Contribution into the Fund as a Limited Partner, but the EB-5 Program requires that each investor make the statutorily required Subscription Amount in order to be able to gain the benefits of the EB-5 Program. An Investor who does not contribute the Subscription Amount within the time constraints required by the Partnership will be eligible to a return of his or her capital subject to the terms of the Loan, which may result in the Investor being unable to receive a return of capital for years after the initial contribution of the Partial Capital Contribution. Furthermore, Partial Capital Contributions will be eligible for release from the escrow account set up by the Fund prior to an Investor contributing the Subscription Amount.

Your Investment must remain in the Project for at least two years to meet USCIS requirements.

On November 11, 2023, USCIS published guidance with respect to, inter alia, the minimum required period during which EB-5 investors who filed their I-526E Petition on or after October 15, 2022, must sustain their investment at risk to be eligible for benefits under the EB-5 Program (“**USCIS Risk Period Guidance**”). The USCIS Risk Period Guidance effectively establishes that two years after the date an investor’s capital has been made available to the job-creating entity is the earliest point that an EB-5 investor’s capital could be repaid. The USCIS Risk Period Guidance further establishes, notwithstanding the minimum two-year period, that an EB-5 Investors’ capital may not be repaid until the requisite minimum number of jobs per EB-5 investor relating to the Project have been created in compliance with the EB-5 Program and an EB-5 investor’s I-526E petition is properly filed. The timeline may be impacted by various investment-specific factors, such as timing of job creation and timing of capital deployment. Such effects are unclear at this time, and no adjudicative precedent currently exists.

Furthermore, in March 2024, Invest in the USA, a trade association representing regional centers, filed a lawsuit challenging the USCIS Risk Period Guidance. The lawsuit could result in the reversion of the sustainment period to lasting until the end of each investor’s period of conditional residence or some other time period that is longer than the current interpretation. In such an event, the Fund would be required to redeploy each investor’s Capital Contribution to keep the funds “at-risk”, or risk the investor being unable to obtain the benefits of the EB-5 Program.

The Project must comply with recent guidance published by USCIS.

On October 26, 2023, USCIS published a policy alert and revised its Policy Manual to incorporate statutory reforms of the EB-5 Program as they relate to regional center designation and other requirements for immigrant investors. As stated in the policy alert, USCIS anticipates making future updates to this guidance to provide additional clarifications, as needed, and the guidance contained in the Revised USCIS Policy Manual is controlling and supersedes any related prior guidance. Whilst the contents of the Offering materials, the Project’s I-956F petition filing, the Project, and all related components thereto comply with the revised USCIS Policy Manual, there is no guarantee that USCIS will interpret it as such. If USCIS disagrees with the interpretations, such a finding could have a materially adverse effect on a EB-5 investors’ immigration process.

There is no guarantee that USCIS will find the reinvestment arrangements qualifying.

USCIS policy regarding reinvestment of proceeds from early liquidation are not settled and are currently in development. USCIS might find the redeployment used to have been noncompliant, resulting in immigration denials for investors. Reinvested funds are expected to involve risk and could be lost. The use of reinvested funds is now unpredictable and will be subject to the risks of the industry, the conditions of the investment, and USCIS adjudication.

Each prospective investor should review these substantive inadmissibility grounds with competent counsel to determine whether there may be a basis for denying admission for United States residency of the prospective investor, notwithstanding eligibility for immigration based on an investment in the Fund.

An investor whose I-526E Petition has been approved and who have been granted an EB-5 Visa must file a petition to remove the conditional status of their permanent residency between 21 and 24 months after the date they EB-5 Visa by filing Form I-829. The primary purpose of Form I-829 is to ensure that the Limited Partners of the Fund submit evidence establishing that they have successfully met the requirements of the EB-5 Program, including the creation and maintenance of the requisite number of EB-5 Jobs. Except in rare cases, Limited Partners who fail to file Form I-829 in a timely manner will automatically lose their permanent residency status. Each Limited Partner and its immigration attorneys are responsible for ensuring that Form I-829 is timely and properly filed. However, the General Partner will facilitate the preparation of all requisite evidence regarding the Fund and its investments.

There can be no assurance that an I-526E Petition will be approved, that an investor will successfully complete the Visa Process or that upon the approval thereof the conditions attaching thereto will be removed.

General Risks

The Fund has no operating history.

The Fund is a newly formed limited partnership and has no operating history to report to prospective investors. Notwithstanding any prior operating experience or experience that the General Partner may have in making investments of the type expected to be made by the Fund, any such prior experience was obtained under different market conditions and under a different organizational structure. There can be no assurance that the Fund will achieve its objectives or achieve positive results of any kind.

Investors will only have rights of “limited partners” under the Fund’s organizational documents.

Limited Partner investors will be “limited partners,” as contemplated by Texas Business Organizations Code (the “**TBOC**”) and shall have all rights afforded to limited partners under the TBOC. In all cases, Limited Partners are subject to the rights of the General Partner, as set forth in the Partnership Agreement.

The Fund will indemnify the General Partner for liabilities associated with the Fund.

The Fund will be required to indemnify the General Partner and its members, managers, and affiliates for liabilities incurred in connection with the affairs of the Fund. Such liabilities may be material and have an adverse effect on the returns to the Limited Partners. The indemnification obligation of the Fund would be payable from the assets of the Fund, including the Capital Contributions of the Limited Partners.

There may be conflicts of interest that arise between the Fund and the business of the General Partner.

Instances may arise where the Units of the General Partner, its principals and/or the Fund may potentially or actually conflict with the Units of the Fund and the Limited Partners.

Neither the Fund nor the General Partner is registered with Federal agencies.

The Fund is not subject to the provisions of the Investment Company Act in reliance upon the exemption contained in Section 3(c)(1) of such Act. The Subscription Documents and the Partnership Agreement will contain representations and restrictions on transfer designed to assure that the Fund will qualify for such exemption. The General Partner is not required to be registered as an investment adviser under the Investment Advisers Act as the Fund's investment is entirely in the Loan, which is not a security under the Investment Advisers Act.

Laws of the country where an investor in the Fund is from may impair or adversely impact your ability to acquire Units in the Fund and participate in the EB-5 Program.

The government of the country in which each investor is subject to its laws may restrict or entirely suspend participation by its citizens, lawful permanent residents or investors otherwise subject to its laws, in the EB-5 Program as violative of (a) such country's securities laws, (b) foreign exchange control laws, and/or (c) any current prohibitions of its citizens investing overseas in an individual capacity. Such countries may also promulgate new laws or regulations in the future that impair or outright prohibit participation by its citizens in the EB-5 Program. Finally, neither the government of the United States nor of any foreign country, including those countries of which investors in the Fund may be subject to its laws, has approved this Memorandum or the Offering. As such, it cannot be assured that such governments will not restrict or prohibit foreign private placements in general or the Offering in particular.

The Fund may utilize finders, agents and brokers to seek potential investors in the Fund. Depending on the activities conducted by such persons or entities, certain laws may require that such persons or entities be registered with the Securities Exchange Commission, state authorities, or foreign authorities. The Fund intends to utilize registered finders, agents and brokers or work with persons and entities it believes (or has been informed) do not need to be registered. If the Fund uses finders, agents or brokers that should be registered but are not, the Fund may be liable for returning the Subscription Amount to certain investors and for other fines and penalties, which could result in not having enough money to make the Loan and therefore not meeting the EB-5 Job creation requirement for all Limited Partners and in such Limited Partners losing their investment.

Investment Risks

All of the proceeds of this offering will be loaned to the Borrower for the Project's development, so your investment will not be diversified.

The Fund will use substantially all of the capital contributed by the Limited Partners to fund the Loan (and related transaction expenses) to the Borrower and, as a result, the Fund will not have asset diversification. The lack of diversification could adversely affect the value of the Units of the Limited Partners if, for example, the Borrower is adversely affected by a downturn in the U.S. economy that negatively impacts the performance of its operations. Certain industries, such as dairy, are directly correlated to the health of the U.S. economy. If the U.S. suffers a prolonged recession, then the revenues from the Project's operations may decline, and the value of, or cash flow from, the Project could be materially diminished, distributions from the Project to the Borrower could be diminished, impairing Borrower's ability to pay the Loan, and the Limited Partners' Units may be negatively affected.

The Fund may access and use an EB-5 Investor's entire Capital Contribution upon the filing of his or her I-526E Petition. The Fund need not wait until the I-526E Petition of such EB-5 Investor is approved by the USCIS.

Upon the Fund's Limited Partners submitting their I-526E Petitions to USCIS, the Fund may access and use each EB-5 Investor's entire Capital Contribution. USCIS processing times vary and there are a number of factors that could result in extensive delays in an individual's I-526E adjudication. Accordingly, in deciding whether to make an investment in the Fund, an EB-5 Investor should consider carefully the possibility that the Fund may not be able to return the EB-5 Investor's Capital Contribution timely, or at all, in the event the EB-5 Investor's I-526E Petition is ultimately denied.

The Fund's ability to pay Limited Partners the targeted annual distributions on their Units will depend upon the cash flow we receive from the Borrower, and in turn, the cash flow received by the Borrower from the Project.

We expect the Fund to receive a 4.0% per annum interest payment on the Loan while the Loan is outstanding. We expect that 2.0% will be available to satisfy preference payments owing to Limited Partners under the Partnership Agreement. Should the Project's activities not realize sufficient net cash flow to the Borrower, therefore impairing Borrower's ability to make payments to the Fund on the Loan, the Fund may be unable to pay the entire amount of the targeted distribution. This distribution right is cumulative, so to the extent that we do not generate sufficient profit and cash flow to distribute the targeted distribution, we will be required to do so in future years if sufficient cash flow is available.

The Loan may be Subordinated to a Senior Bank Loan.

The JCE plans to engage senior bank financing (the "**Senior Bank Loan**"). Thus, the Loan will become subordinated debt financing. The EB-5 Loan will not be secured by any collateral, and therefore, a UCC financing statement will not be filed with the county and/or state authority. Additionally, the Loan may be subordinate to a much larger senior loan agreement and promissory note. Thus, the senior loan agreement and note would have a first lien on the Project.

The Fund may not raise the Total Offering Amount.

If the Total Offering Amount is not obtained, the available Loan proceeds to the Borrower may be insufficient to enable it to effectuate the Business Plan, including the development of the Project in a timely manner or at all. If the Borrower is unable to effectuate the Business Plan, the Borrower may be unable to create the number of jobs sufficient to satisfy the requirements of the EB-5 Program or repay the Loan.

You will not be able to transfer your Units.

As a Limited Partner, you will not have the right to transfer your Units without the consent of the General Partner and, even if such consent is granted, and it is unlikely that any market for Units will exist. Accordingly, your investment in the Fund will be highly illiquid.

The Borrower is a newly formed entity with no operating history.

The Borrower is a newly formed entity with no record of historical operating success or profits. There can be no assurance that the Borrower's business activities will be successful, and therefore no assurance that the Borrower will be able to pay the Loan.

Reinvestment Projects

Funds returned to the Partnership may be redeployed and subject to loss. The Partnership may redeploy capital in another project by the Sponsors or its affiliates. Such reinvestment projects will be subject to conflicts of interest and loss of capital.

Risks Relating to the Project and the Fund

Pro-forma Projections may not prove accurate.

The General Partner has reviewed the pro-forma projections for the Project. The pro-forma projections were prepared primarily by the Project principals. The pro-forma projections are projections only and should not be relied upon as an accurate forecast of the financial performance of the Project. There are many factors that will impact the financial performance of the Project and many of these will have a material effect on the ability of the Project to generate profits and positive cash flow. The pro-forma projections represent management's attempt to project the financial performance of the Project but should not be relied upon as any form of guaranty of actual results.

The dairy industry is highly competitive.

The dairy industry (the "**Industry**") is highly competitive. The Project's principal competitors are other operators of dairy production properties, including other major Industry chains with well-established and recognized brands. The Project also competes against smaller Industry chains and independent and local owners and operators. There are no assurances that additional projects will not be developed or re-developed in the local area including those within close proximity to the Project. Any such additional project development in the market may adversely impact the business operations of the Project. Moreover, if the Project is unable to compete successfully, its revenues or profits may decline and/or its ability to maintain or increase its market share may be diminished.

Commodity Price Volatility.

The profitability of dairy farming operations is substantially dependent upon the market price of raw milk and dairy commodities, which are subject to significant volatility driven by factors outside of management's control, including global supply and demand dynamics, weather events, changes in consumer preferences, competition from plant-based and alternative dairy products, and governmental price support programs. Milk prices are in part regulated and influenced by Federal Milk Marketing Orders and other governmental programs, which may be amended, curtailed, or eliminated at any time. There can be no assurance that milk prices will remain at levels sufficient to sustain profitable operations, and a sustained decline in milk prices could have a material adverse effect on revenues at the Project.

Feed and Input Cost Risk.

Feed costs, primarily corn, soybean meal, and forage, typically represent the single largest operating expense of a dairy farm, accounting for approximately 40–60% of total production costs. Feed prices are subject to substantial volatility as a result of weather events, drought, crop disease, global commodity markets, energy prices, and transportation costs. Significant and sustained increases in feed or other input costs, including fuel, fertilizer, labor, and veterinary expenses, without a corresponding increase in milk prices, could compress operating margins and adversely affect the financial performance of the Project.

Herd Health and Biosecurity Risks.

The productivity and value of the dairy operation is directly dependent upon the health and productivity of the herd. The herd may be adversely affected by disease outbreaks, including mastitis, bovine respiratory disease, foot-and-mouth disease, bovine viral diarrhea, and other contagious illnesses, as well as biosecurity failures resulting from the introduction of infected animals, contaminated feed or water, or exposure to wildlife. A significant disease outbreak could result in reduced milk production, increased veterinary costs, mandatory culling of animals, and potential regulatory quarantine of the Property, any of which could have a material adverse effect on operations. There can be no assurance that current biosecurity protocols will be sufficient to prevent the introduction or spread of disease within the herd.

Regulatory and Environmental Compliance Risk.

Dairy farming operations are subject to extensive federal, state, and local regulation, including regulations promulgated by the U.S. Environmental Protection Agency, the U.S. Department of Agriculture, the U.S. Food and Drug Administration, and applicable state and local authorities, governing, among other things, water quality and discharge, air emissions, manure management and storage, animal welfare, food safety, and the use of antibiotics and other animal health products. Compliance with existing and future environmental and regulatory requirements may require significant capital expenditures and operational modifications. Failure to comply with applicable regulations could result in fines, penalties, mandatory operational changes, or revocation of operating permits, any of which could materially and adversely affect the financial performance of the farm. Environmental regulations applicable to dairy operations have become increasingly stringent in recent years, and there can be no assurance that future regulatory changes will not impose additional compliance burdens or costs.

Competition for Dairy Customers

The Project competes for dairy purchasers based primarily on name recognition and reputation, location, purchase prices, and quality of dairy. Some of the Project's competitors are larger than the Project based on the number of dairy production properties they manage and/or own or based on the number of geographic locations where they operate. The Project's competitors may also have greater financial and marketing resources than the Project does, which could allow them to improve their properties and expand and improve their marketing efforts in ways that could affect the Project's ability to compete for prospective buyers effectively. In addition, Industry consolidation may exacerbate these risks.

Dairy Farm Venture Inherent Risks

Investment in the development, construction, and operation of a new dairy farm production facility involves substantial risks and is suitable only for investors who can afford the loss of their entire investment. The dairy industry is subject to significant price volatility for both milk and feed inputs, which could materially impact profitability and the ability to service debt obligations. Construction delays, cost overruns, equipment failures, or regulatory compliance issues could require additional capital contributions beyond initial projections. Agricultural operations face inherent risks including disease outbreaks, adverse weather conditions, water availability constraints, and environmental liabilities that could result in operational disruptions or substantial financial losses. Changes in consumer preferences, market demand, trade policies, or increased competition could adversely affect milk prices and market access. The venture is highly leveraged and dependent on management's expertise in dairy operations, and there can be no assurance that projected financial returns will be achieved. Investors may have limited liquidity, no ability to transfer their interests, and could lose their entire investment.

In any particular period, the Project's expenses may not decrease at the same rate that its revenues may decrease, which could have an adverse effect on its net cash flows, margins and profits.

Many of the expenses associated with managing or owning Projects are relatively fixed. These expenses include:

- A. personnel costs;
- B. property taxes;
- C. insurance; and
- D. Utilities.

If the Project is unable to decrease these costs significantly or rapidly when demand for its services decreases, the decline in its revenues could have a particularly adverse impact on its net cash flows and profits. This effect can be especially pronounced during periods of economic contraction or slow economic growth, such as the recent economic recession. Where cost-cutting efforts are insufficient to offset declines in revenues, the Project could experience a material decline in margins and potentially negative cash flows.

The Units will not be registered under the Securities Act. The Offering of the Units outside the United States is conducted in compliance with Regulation S and in reliance on an exemption from registration under the Securities Act; any failure or purported failure to comply with the requirements necessary for continued reliance on such exemption may adversely affect the Offering.

The Partnership does not intend to register the Units with the Securities and Exchange Commission. For the Offering of the Units outside the United States, the Partnership will rely on Regulation S under the Securities Act and upon an exemption from registration under Regulation D as a safe harbor for the private offering exemption of Section 4(A)(2) of the Securities Act of 1933, as amended. In order for the Partnership to be entitled to rely on these exemptions from the registration requirements of the Securities Act, the Offering must comply with certain requirements, including but not limited to the requirements that offers and sales be made outside the United States to non-U.S. Persons within the meaning of Regulation S and that no directed selling efforts take place. In order to benefit from the safe harbor provided by Rule 903 of Regulation S, offers and sales made prior to a one-year distribution compliance period must not be made to or for the benefit of a U.S. Person and in accordance with the following conditions:

- (1) the purchaser must certify that he or she is either a non-U.S. Person within the meaning of Regulation S (and an accredited investor) and is not acquiring Units for the account or benefit of any U.S. Person or that he or she is a U.S. Person and an Accredited Investor and is acquiring Units in an exempt transaction;
- (2) the purchaser must agree (a) that any resale will either be in accordance with Regulation S, after registration, or under a registration exemption, and (b) that the purchaser will not engage in any hedging transaction in respect of the Units, except in compliance with the Securities Act; and
- (3) the Units will contain an appropriate restrictive legend. Under the terms of the Limited Partnership Agreement, the Partnership is required to refuse to recognize or register any transfer of Units issued under the exemption provided by Regulation S that is not made in accordance with Regulation S or under another registration exemption. If the Offering does not comply with all of the applicable requirements for an exemption from the registration requirements of the Securities Act, regardless of whether or not the Partnership was aware of any such failure to comply, then the Offering will not be entitled to the applicable exemption. In that event, among other things, the

General Partner would have the obligation to either register the Units or terminate the Offering, which would have a material adverse effect on the Partnership and the Project and could subject the Partnership, the General Partner and the Sponsors to potential civil or criminal liability.

There are increased risks with interest-only loans.

The Loan has been structured as an interest-only loan with a balloon payment due at maturity. As such, the entire principal balance of the Loan will be due at maturity rather than amortized and paid in installments during the term of the Loan. An interest-only loan with a balloon payment involves a greater risk to the Fund than a fully self-amortizing loan because the ability of the Borrower to make a balloon payment will normally depend on its ability to fully refinance the Loan or the Borrower's sale of the Project at a price sufficient to permit the Borrower to make such payment. The risk of non-payment at maturity may be adversely affected if real estate debt markets fail to recover sufficiently to provide financing to the Borrower.

The Project may incur uninsured losses.

Certain risks to the Project (including but not limited to the risk of earthquake, flood, terrorism or act of war) may not be insured, insurable or insurable on economically feasible terms. Inflation, changes in building codes and ordinances, environmental considerations and other factors, might also make the insurance proceeds insufficient to repair or replace the Project, or any portion thereof, if it is damaged or destroyed. If the Property or the businesses suffer an uninsured loss, the businesses may suffer and you may end up losing all or part of your investment.

The Property may have unknown environmental contamination.

Under applicable environmental laws, any owner of real property may be fully liable for the costs involved in cleaning up hazardous substances released from that property into the environment. Even though the Borrower might be entitled to indemnification from the person or persons that caused the contamination, there are no assurances that such persons would be able to indemnify the Borrower to the full extent of the Borrower's liability. Further, the Borrower may still have costs and administrative expenses for which the Borrower may not be entitled to indemnification. Such liability and expenses could negatively impact the Borrower's ability to repay the Loan.

Certain Tax Related Risks

The Fund may be subject to uncertain tax liability.

The Fund may take positions with respect to certain tax issues which depend on legal conclusions not yet resolved by the courts. Should any such positions be successfully challenged by the IRS or other applicable taxing authority, there could be a materially adverse effect on the Fund, and a Limited Partner might be found to have a different tax liability for that year than that reported on its federal income tax return.

The Fund may be subject to a tax audit.

An audit of the Fund by the Internal Revenue Service or another taxing authority could result in adjustments to the tax consequences initially reported by the Fund and may result in an audit of the returns of some or all of the Limited Partners, which examination could affect items not related to a Limited Partner's investment in the Fund. If audit adjustments result in an increase in a Limited Partner's income tax liability for any year, such Limited Partner may also be liable for interest and penalties with respect to the amount of underpayment. The legal and accounting costs incurred in connection with any audit of the Fund's tax

returns will be borne by the Fund. The cost of any audit of a Limited Partner's tax return will be borne solely by that Limited Partner.

Limited Partners will be taxed on profits whether or not distributed or received.

If the Fund has taxable income in a fiscal year, each Limited Partner will be taxed on this income in accordance with its distributive share of the Fund's profits, whether or not such profits have been distributed. It is therefore possible that the Limited Partners could incur income tax liabilities without receiving sufficient distributions from the Fund to defray such tax liabilities. In order to satisfy its tax liability in such a case, a Limited Partner would need sufficient funds from sources other than the Fund. Furthermore, the Fund may make investments with respect to which the Fund recognizes income for U.S. federal income tax purposes prior to receiving the cash or realizing the income as an economic matter. In addition, the Fund may recognize income for U.S. federal income tax purposes that does not reflect income as an economic matter. Such recognition of income prior to receipt of an economic benefit, if any, may result in increased tax liability for the Partners.

Limited Partners may be delayed in receiving Schedules K-1.

The Fund will provide Schedules K-1 as soon as practical after receipt of all of the necessary information. However, the Fund may be unable to provide final Schedules K-1 to Limited Partners for any given tax year until significantly after October 15 of the following year. The General Partner will endeavor to provide Limited Partners with estimates of the taxable income or loss allocated to their investment in the Fund on or before such date, but if the General Partner chooses to have the Fund's financial statements audited, final Schedules K-1 may not be available until completion of such audit. Limited Partners should be prepared to obtain extensions of the filing date for their income tax returns at the federal, state, and local levels.

The Fund may be subject to tax changes.

United States federal income tax laws are the subject of continuing scrutiny and proposals for amendment and significant legislative and budgetary proposals affecting tax laws have been made and will likely continue to be made by the legislative and executive branches of the U.S. federal government. The likelihood of enactment of any such proposals into law is uncertain. The enactment of any such proposals into law could have material adverse effects on the Fund and/or the Limited Partners. An assessment of the effect of any tax law changes must await the enactment of such legislation. Even without new legislation, the IRS might issue new regulations, or a court might issue new interpretations of the law, possibly with retroactive effect, which could affect an investment in the Fund by a Limited Partner.

The Fund is subject to complicated and complex tax regulations.

The tax aspects of an investment in the Fund are complex and each investor should have them reviewed by professional advisers familiar with such investor's personal tax situation and with the tax laws and regulations applicable to the investor and private investment vehicles. Prospective investors are strongly urged to review the discussion below under "Tax Matters" for a more complete discussion of certain of the tax risks inherent in the acquisition of Units.

An investment in the Fund may have adverse tax consequences.

An investment in the Fund will have material tax consequences that need to be carefully considered by each prospective EB-5 Investor. EB-5 Investors who are citizens or residents of the United States will be taxable on their share of the interest that accrues each year on the Loan even if such interest is not paid to the Fund

during such taxable year. Prospective EB-5 Investors are urged to consult with their own tax counsel and other tax and financial advisors concerning the tax aspects of the purchase and ownership of Units prior to making an investment decision.

Corporate Transparency Act

The Corporate Transparency Act of 2020 ("*CTA*") may impose new significant reporting requirements for many U.S. companies. As a result, the Partnership may be required to report and regularly update beneficial ownership information they may not currently possess. The Partnership would be required to establish policies and procedures and likely amend their governing documents to ensure compliance. In the event the Partnership is noncompliant with the CTA or provides inaccurate or misleading information to FinCEN, the Partnership and/or its Principals could face penalties including a maximum civil penalty of \$500 per day (up to \$10,000), and/or imprisonment for up to 2 years. Further, in the event of such noncompliance, the Partnership could be exposed to capital intensive remediation and/or reputational and economic damage. However, on March 21, 2025, FinCEN issued a "final interim rule" exempting US companies and US persons from the reporting requirements of the CTA; thus, the Partnership is currently exempted from any reporting requirements under the CTA. The Partnership will have to ensure that it remains compliant with any further updates issued by FinCEN regarding reporting requirements under the CTA.

III. IMMIGRATION MATTERS

The following is a summary of the application process, requirements and related issues for a qualifying alien to obtain an EB-5 Visa. This summary should not be considered as legal advice or as a complete description of all of the issues associated with obtaining an EB-5 Visa. Potential investors should seek their own legal counsel with respect to immigration matters and the EB-5 Visa process.

The EB-5 Visa allows qualifying aliens and any accompanying spouses and children under the age of twenty-one at the time of application to obtain United States lawful permanent resident status, if the qualifying aliens have invested, or are actively in the process of investing, in a new commercial enterprise (see the 2022 EB-5 Reform and Integrity Act). The investment must benefit the United States economy and create ten EB-5 Jobs. If the investment is in a TEA, the required capital investment amount is \$800,000 per EB-5 Visa. To qualify for consideration of direct, indirect and induced job creation in connection with the qualifying investor's EB-5 Visa, the investor must invest in a new commercial enterprise that is located in a geographical region of the United States covered by a "Regional Center" approved by USCIS for participation in the EB-5 Program.

To qualify for residency, investors must file an I-526E Petition at their designated USCIS processing center. Tax returns and substantial documentation evidencing that an investor's funds intended for investment in the Fund were derived from lawful sources must be filed. Such evidence may include information concerning real estate transactions, business income, proceeds from the sale of a business, employment income, investments, bank accounts and dealings, licenses or similar evidence. If investment funds are from a gift or inheritance, an appropriate affidavit and/or other evidence will be required to be filed.

Persons applying for United States residency must demonstrate that they are admissible to the United States in accordance with Section 212 of the INA. Section 212 sets forth various grounds of inadmissibility, which may prevent an otherwise eligible applicant from receiving an immigrant visa or entering the United States. Non-U.S. resident persons precluded from entering the United States include: (a) persons who are determined to have a communicable disease of public health significance; (b) persons who are found to

have, or have had, a physical or mental disorder and behavior associated with the disorder which poses, or may pose, a threat to the property, safety or welfare of the alien or of others, or have had a physical or mental disorder and a history of behavior associated with the disorder, which behavior has posed a threat to the property, safety, or welfare of the immigrant alien or others, and which behavior is likely to recur or to lead to other harmful behavior; (c) persons who have been convicted of a crime involving moral turpitude (other than a purely political offense), or persons who admit having committed the essential elements of such a crime; (d) persons who have been convicted of violating any law or regulation relating to a controlled substance, admitted to having committed or admits committing acts which constitute the essential elements of same; (e) persons who are convicted of multiple crimes (other than purely political offenses) regardless of whether the conviction was in a single trial or whether the offenses arose from a single scheme of misconduct and regardless of whether such offenses involved moral turpitude, (f) persons who are known, or for whom there is reason to believe, are, or have been, traffickers in controlled substances; (g) persons engaged in prostitution or commercialized vice; (h) persons who have committed in the United States certain serious criminal offenses, regardless of whether such offense was not prosecuted as a result of diplomatic immunity; (i) persons excludable on grounds related to national security, related grounds or terrorist activities; (j) persons determined to be excludable by the Secretary of State of the United States on grounds related to foreign policy; (k) persons who are or have been a member of a totalitarian party, or persons who have participated in Nazi persecutions or genocide; (l) persons who are likely to become a public charge at any time after entry; (m) persons who were previously deported or excluded and deported from the United States; (n) persons who by fraud or willfully misrepresenting a material fact, seek to procure (or have procured) a visa, other documentation or entry into the United States or other benefit under the Immigration Act; (o) persons who have at any time assisted or aided any other alien to enter or try to enter the United States in violation of law; (p) certain aliens who have departed the United States to avoid or evade U.S. military service or training; (q) persons who are practicing polygamists; and (r) persons who were unlawfully present in the United States for periods in excess of 180 days.

Following approval of an investor's I-526E Petition, the investor must apply for an immigrant visa or permanent resident status. If the investor is domiciled outside of the United States, then the application is filed at the appropriate U.S. Consulate. If the investor is domiciled in the United States, then the application is filed at the appropriate office of USCIS. The Consular Interview Process, or USCIS adjustment of status process, as applicable, (the "*Visa Process*"), is designed to enable the U.S. Government to determine whether the investor is inadmissible to the United States as explained above. As part of this process, the investor is subjected to medical, police, security and immigration history checks. Upon approval, the investor (and spouse and children) is granted conditional permanent residency status.

IV. CONFLICTS OF INTEREST

The Administrative Fees received by the Fund will not be available to the Fund for distribution to the Limited Partners. The Fund will not receive or otherwise share in any other fees and none of the other fees are used to offset any of the Administrative Fees or other Fund Expenses payable to the General Partner.

In acting as counsel to the General Partner and the Fund, the Fund's legal counsel has not represented and will not represent any Limited Partners. No independent counsel has been retained to represent the Limited Partners. Accordingly, potential investors and Limited Partners have not had the benefit of independent counsel in the structuring of the Fund or determination of the relative interests, rights, and obligations of the General Partner, and the Limited Partners. It is highly recommended that each investor engages separate

counsel familiar with investments such as the Offering to review the Offering and all documents associated therewith.

In assisting in the preparation of this Memorandum, the Fund's legal counsel has relied on information provided by the General Partner, the Fund, and certain of the Fund's other service providers (including, without limitation, biographical data, summaries of market conditions, the planned investment strategy of the Fund, information related to the Project, the Project, and immigration matters) without verification and does not express a view as to whether such information is accurate or complete.

Both the Fund and the Project Owner consist of individuals sharing both ownership interests and managerial authority over both the Fund and the Project entities. In particular, Sai Konda exercises control over the Fund and Project Owner. The EB-5 loan cannot be considered an arm's length transaction as Sai Konda controls the Fund and the Project Owner.

Investment Terms Set Prior to Admission of Limited Partners

Substantially all terms relating to the purchase of a Unit and the operation of the Fund have or will have been determined prior to the admission of the Limited Partners to the Fund. This includes, but is not limited to, (a) the Fund's business, (b) capital contributions of the General Partner (if applicable) and the Limited Partner's, (c) allocation of the Project's profits and losses, (d) distributions of net cash flow, (e) payment and use of the Administrative Fee, (f) reimbursement of overhead advanced by the General Partner and its affiliates, and (g) the scope of indemnification, exculpation and fiduciary duty waiver provisions. The Units of the General Partner may conflict with those of the Limited Partners.

Control of Fund

Except for the voting and other rights granted to the Limited Partners under the Fund's Limited Partnership Agreement as necessary to comply with the requirements of the EB-5 Program, the General Partner will control all aspects of the Fund's business activities, including, without limitation, the investment of the capital raised by this Offering. To the maximum extent permitted by applicable law, including the rules and regulations adopted or promulgated by the USCIS to implement the EB-5 Program, the Limited Partners will have limited rights or powers to take part in the management and operation of the Fund, including decisions regarding the Loan. Decisions made by the General Partner may not, in all events, reflect the wishes of the Limited Partners, if those wishes were known. Further, limited rights are provided within the Limited Partnership Agreement for the removal of the General Partner. There are, accordingly, very limited rights available to the Limited Partners to affect a change in the Fund's management or control.

Fees to Promoters

The Fund may engage promoters to find investors for the Fund. As part of this engagement, promoters may receive compensation in the form of fees or other incentives. These payments are intended to reward promoters for their efforts in marketing and selling the offering. As a result of this compensation structure, promoters may prioritize their financial gain over the best interests of potential investors, giving rise to a conflict of interest. The Fund's marketing materials strive to be accurate and transparent, but the financial incentives provided to promoters could influence their recommendations and the information they present.

Indemnification

The Limited Partnership Agreement provides exculpation and indemnification rights to the General Partner and its affiliates.

V. INVESTMENT SUMMARY

Overview

The Fund has been organized and is managed by the General Partner. The Fund will make the Loan to the Borrower to develop and construct the Project. The individuals responsible for the operation of the Fund and Borrower include Sai Konda, Praveena Beeram, Vara Vankayalapati and Satish Singampalli (collectively, the “**Principals**”).

The Fund is designed specifically to serve non-U.S. citizens seeking to immigrate to the United States by making a qualifying investment through a “Regional Center” pursuant to the EB-5 Program.

The Fund is structured to provide Limited Partners with a return on invested capital, and lawful, permanent, U.S. resident status, subject to the Limited Partner’s compliance with the requirements of USCIS and the EB-5 Program. In connection with State Wide EB5 Regional Center, LLC and utilizing its regional center designation, the Fund may account for EB-5 Jobs required to be created by each Limited Partner’s investment by direct, indirect or induced jobs from the Project. The Fund’s strategy for meeting the job-creation requirement is described in more detail below.

The information contained in this Investment Summary is based on information provided to the General Partner from the Project Owner, its affiliates, or other sources. Certain of the factual statements contained herein are based upon such information and are believed by the General Partner to be reliable. Although the General Partner has conducted a review of such information, none of the General Partner, the Fund, or their respective officers or agents, have independently verified all such information and make no assurances as to the accuracy or adequacy of such information.

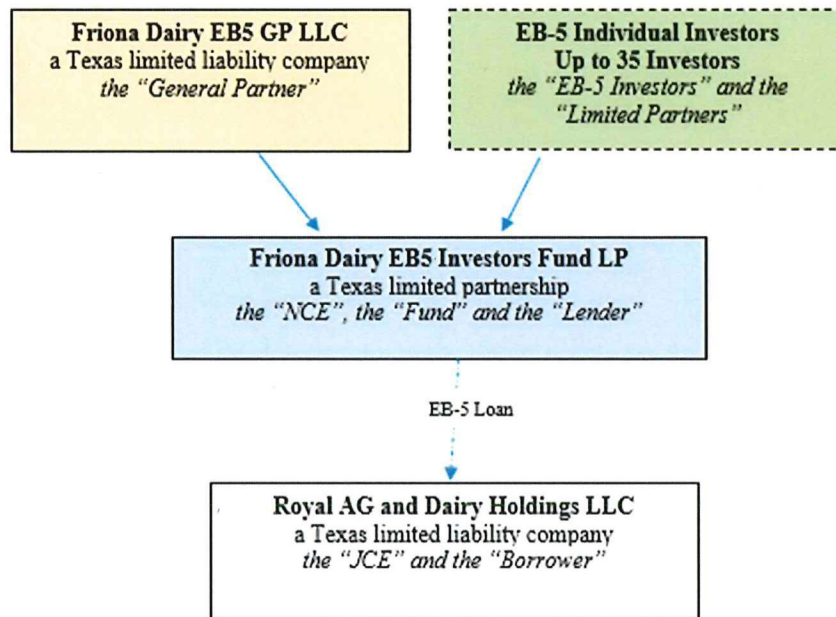
Description of the Project

The JCE shares common ownership with the NCE, and the JCE was formed to facilitate the development of the Project in Friona, TX. The JCE, together with its respective affiliates that are engaged in activities relating to the Project, comprise the “**Developer Group**”. The Principals (as described below in more detail) control the NCE and the JCE.

Organizational Structure

The following organizational structure summarized the legal and financial relationship between the Fund and the Project.

LEGAL STRUCTURE FOR THE FUND AND PROJECT



Investment Highlights and Objectives

Friona Dairy EB5 GP LLC (the “**General Partner**”) is submitting to the United States Citizenship and Immigration Service (“**USCIS**”) for its review and approval, its comprehensive *Matter of Ho* Business Plan for the Fund and the Project as attached as *Exhibit A*. The Fund is being organized pursuant to the EB-5 Program and has been established to make up to a \$28,000,000 Loan to the Project. The EB-5 Loan proceeds will be used by the Project to finance the development, construction, and operation of a new dairy venture (“**Dairy Farm**”) establishing a fully vertically integrated operation on approximately 600 acres, encompassing in-house cattle raising, feedlots, heifer facilities, feed production and processing, milk parlor, and manure management systems located at 2686 County Road 23 in Friona, Parmer County, Texas (the “**Project**”). The Project will be marketed as Moo Dairy Farms.

In 2025, the Principals purchased a shutdown farming facility (note: shutdown in July 2023) with the intent to renovate and upgrade the parlor capacity to milking 10,000 cows with the plan to expand via capital improvements.

The Project, and its primary job-creating activity, will be located within a Targeted Employment Area (a “**TEA**”) defined as “Rural”. Pursuant to the EB-5 Program, due to the Project’s location within a TEA, the Fund will be capitalized by up to 35 EB-5 Visa applicant investors (each, an “**EB-5 Investor**”), each making a minimum qualifying investment of \$800,000. Given that each EB-5 Investor is required to generate 10 full-time (at least 35 hours per week) jobs (each, an “**EB-5 Job**” and collectively, “**EB-5 Jobs**”) from his or her investment in the EB-5 Program, the Fund is required to create 350 EB-5 Jobs from the Loan to the Project and the qualified expenditures thereof. Based on the Economic Study conducted by Impact DataSource (“**IDS**”), a copy of which is attached in *Exhibit A*, the Project’s job-creating activity is projected to generate 860.9 total direct and indirect jobs, which is approximately 146% more than the 350 minimum jobs required.

Denial Provisions

A denial of a Limited Partner's I-526E Petition or admission into the United States as a conditional permanent resident does not trigger the Fund's return of the denied Limited Partner's Capital Contribution (or Subscription Amount, as defined). In the event of any said denial, the General Partner will use commercially reasonable efforts for up to 120 days from receipt of notice of denial to attempt to find a replacement investor to contribute a minimum of \$800,000 to the Fund, in order to be able to return the denied Limited Partner's Capital Contribution/Subscription Amount. To the extent the Fund is successful in finding a replacement EB-5 investor within that time, the Fund will reimburse the denied Limited Partner's Capital Contribution, but not the Administrative Fees which once paid are non-refundable.

Notwithstanding the foregoing, the Fund does not guarantee that its attempts at finding a replacement EB-5 investor will be successful and the Limited Partner may end up losing his/her Capital Contribution.

Investment Thesis

The following represents the General Partner's views and expectations related to the anticipated successful operation of the Project. There is no assurance that the General Partner's views will ultimately prove to be correct or that other factors will not influence the Project's ability to meet its obligations.

- **Strong Asset Class.** The Project is a new dairy development project targeting local, regional, and national customers, which the General Partner believes is an underserved industry in the region regarding dairy product needs.
- **Well Located Property.** The Project is located in the rural area of Friona, Texas and within a short distance of transportation hubs including key interstate roadways and railways. The Project site location is also within a Targeted Employment Area ("**TEA**") defined as "Rural". Moreover, the property is located in a rural farming community in west Texas branded as the cattle capital of the USA.
- **Job Creation.** The Fund's primary job-creating is primarily the construction associated with opening the Project. Based on the Economic Study, the Project's job-creating activity is projected to generate 860.9 EB-5 jobs using the RIMS II final demand multiplier.
- **Experienced Leadership.** The Project has engaged Dairyservicestx, LLC as its general contractor (the "**General Contractor**").

In addition, to comply with EB-5 Program requirements, an EB-5 investment must be expected to stay invested in the Project for at least two (2) years, provided job creation and other applicable requirements are met. Further, USCIS considers the two (2) year period to begin from the date the capital is contributed to the JCE under the EB-5 Loan (the "**Sustainment Period**"). If the investment was made more than two (2) years before filing the I-526 or I-526E petition, the investment should still be in place when individuals file to evaluate eligibility. Hence, the return of Limited Partners' Capital Contribution will be restricted per the EB-5 Program's requirements.

Fund Administration

The Integrity Act mandates that NCEs must prepare audited financial statements shared with investors or retain a third-party fund administrator to ensure that the capital properly flows to the job creating activity. The NCE has agreed and committed to retaining PRXY Fund Services LLC as its fund administrator pursuant to the integrity provisions of the Integrity Act.

Market Analysis and Summary of Project

Overview of Texas Dairy Farm Market

The Texas dairy farm market has demonstrated remarkable resilience and growth despite challenging conditions in recent years. While the number of commercial dairy farms declined slightly from 294 at the beginning of 2024 to 284 at the beginning of 2025, the dairy cow herd expanded from 635,000 head in December 2023 to 675,000 in December 2024, signaling industry consolidation toward larger, more efficient operations. Texas milk production rose from 16.6 billion pounds in 2023 to 17.1 billion pounds in 2024, securing the state's position as the nation's third-largest milk producer. This growth occurred even as the national dairy herd contracted, highlighting Texas's increasingly important role in domestic dairy production. The average Texas dairy, particularly in the Panhandle region, operates at significantly larger scale than the national average, with many herds hovering around 4,000 cows.

Market conditions have improved substantially from the difficult 2023 period when drought and low prices challenged profitability. The uniform milk price increased to \$20.55 per hundredweight in January 2025, up from \$18.37 per hundredweight in December 2023, while cheese prices rose from \$16.04 per hundredweight in 2023 to \$18.62 per hundredweight in December 2024. However, rising input costs, particularly feed, transportation, and replacement heifers have partially offset these price gains. Replacement heifer prices surged from approximately \$1,750 in January 2024 to \$2,600 by early 2025, driven by limited availability as producers increasingly breed dairy cows to beef genetics, creating valuable beef-on-dairy calves as an additional revenue stream.

The market outlook for Texas dairy remains positive, supported by significant infrastructure investments that are expanding processing capacity within the state. Cheese plants opened in Amarillo, Lubbock, and southwestern Kansas receiving Texas milk in 2024, with another Central Texas-based milk processing plant expected to open in 2026. This increased local processing capacity is expected to drive continued production growth by reducing transportation costs and strengthening demand for Texas milk.

[Sources: www.agrilifetoday.tamu.edu/2025/02/19/texas-dairy-producers-meeting-the-needs-of-a-growing-market/; www.farmcrediteast.com/en/resources/Industry-Trends-and-Outlooks/Reports/2601KEP_DairyContinuesToBeAGrowthCategory]

Projected Sources and Uses of Funds for the Project

The Sources and Uses of Funds for this Project are shown below:

Source of Funds	Amount	Percentage
EB-5 Loan	\$28,000,000*	27.5%
Senior Revolving Bank Loan	\$12,000,000	11.8%
Equity	\$40,891,000	40.1%
Private Bridge Loan	\$12,000,000	11.8%
Property Refinancing	\$8,950,000	8.8%
TOTAL:	\$101,841,000	100.00%

*In the event the Fund has less than a full EB-5 investor raise, senior bank financing and/or other equities will be increased to cover such shortfall.

The Project Owner has contemplated and may use a bridge loan or bridge equity as necessary means to accommodate the adjudication and EB-5 capital raising timeline that otherwise may delay construction.

The Project Owner expects to be able to subscribe and place EB-5 capital before the commencement of any construction; However, the Project Owner may seek bridge financing options with the intent to replace such bridge financing with immigrant investor subscribed EB-5 capital after construction commences.

Uses of Funds

Activity	Costs
Land / Existing Buildings Purchase	\$3,062,000
Hard Costs	
<i>Upgrade to 10,000 Milking</i>	
Demolition Milk Parlor	\$500,000
Rebuild cow pens - Dirt work	\$3,140,000
Rebuild Shades	\$150,000
Rebuild water tanks/wells	\$750,000
Rebuild flooring	\$500,000
Rebuild 80 X80 parlor	\$1,100,000
Build new Milking loading area	\$400,000
Build new cow holding area	\$500,000
Milking pulsation etc.	\$1,300,000
Rebuild Mechanical Room	\$500,000
Rebuild wall protectors	\$150,000
Concrete	\$1,000,000
Design and Engineering	\$60,000
Roofing	\$50,000
Caulking & Waterproofing	\$300,000
Glass & Gazing , Doors	\$25,000
Painting	\$20,000
Plumbing	\$550,000
Mechanical. HVAC	\$100,000
Electrical	\$600,000
Construction Cost Contingency	\$1,050,000
On site Employee Housing	\$550,000
<i>Farm Equipment</i>	

Trucks/Trailers	\$625,000
Loaders/Tractors	\$3,000,000
<i>New Construction</i>	
Pen 1	\$1,500,000
Pen 2	\$1,500,000
Pen 3	\$1,500,000
Pen 4	\$1,500,000
Pond	\$2,700,000
Generator	\$200,000
Manure Separator	\$500,000
Commodity barn	\$1,000,000
<i>Heifer Facility</i>	
Day old to 6 months	\$3,000,000
Additional Dairy Mechanical Equipment	\$1,500,000
Day old to 6 months to 18 months	\$4,000,000
Add additional capacity to the existing POD	\$1,500,000
<i>Digestor</i>	
<i>Anaerobic Digestor</i> ¹	\$16,500,000
Total Hard Costs	\$53,820,000
Soft Costs	
Access Control / CCTV	\$16,000
Computer Hardware & Software	\$10,000
Furniture Fixtures & Equipment not listed	\$1,000
Inventory & Operating Equipment	\$2,000
Legal HR and Compliance	\$15,000
Organizational Expense	\$10,000
Real Estate Taxes	\$40,000
Signage	\$5,000
Total Soft Costs	\$99,000

¹ According to the project developers, the anaerobic digester is anticipated to be manufactured in the United States, and so is included in the job creation model.

Other

Construction Period Interest	\$5,000,000
General Contractor Fee	\$2,860,000
Working Capital - Cow Purchase	\$30,000,000
Working Capital - Feed Purchase	\$7,000,000
Other - Subtotal	\$44,860,000

Total	\$101,841,000
--------------	----------------------

Project Development Timeline Summary**2025 Startup Plans:**

- Close on the land.
- Renovate and upgrade the parlor capacity to milking 10000 cows.
- Upgrade and build out pens and other facilities like manure recycling to hold 5000 cows.
- Setup operational teams and procedures for the scale up.
- Establish vendor and supplier relations for the scale up.

2026 Expansion Plans:

- Expand facilities to support 10000 matured cows.
- Add the new cow pens.
- Manure processing ponds to hold 10000 cows.
- Improve the utilities - Water and Electricity capacities.
- Employee housing units onsite.
- Add new commodity barns.
- Launch new operational capacity to hold 1500 babies by building hutch facility - To hold cattle babies of age 0-3 months.

2027 Expansion Plans:

- Build additional pens to house transitional heifers- facility for housing 3 months to 9 month ages - Facility supports 2000 head counts
- Build facilities to house feed lots to house 9 months - 2 years of age- Supports 4000 head counts.

2028 Expansion Plans:

- Lease land for silage production.
- Establish silage production and trading process. Excess silage is sold.
- Expand pens capacity to hold additional 2000 matured cows making total matured cows capacity to 12000.

2029 Operational Plans:

- Stabilize and optimize integrated operations
- Build anaerobic digesters to produce renewable energy from Manure

Fund Cash Flow Projections from the EB-5 Loan

Based on the terms of the Loan, assuming the full amount of EB-5 investor capital is raised, the Borrower, post-operational commencement (per the Form of Note and Loan Agreement attached in **Exhibit A**) will pay yearly interest-only payments of \$840,000 each year until the Maturity Date (assuming the Loan Amount for the EB-5 Loan is \$28,000,000). On the Maturity Date, the Borrower will make one lump sum payment totaling any amount of interest accrued (non-compounding) but unpaid plus the total Loan Amount for the Loan.

Exit Strategy

The Borrower intends to pay the outstanding principal amount of the EB-5 Loan plus any accrued but unpaid interest on the Maturity Date by selling or refinancing the Project.

Per USCIS policy, an EB-5 investment must be expected to stay invested in the Project for at least two (2) years, provided job creation and other applicable requirements are met. Further, USCIS considers the two (2) year period to begin from the date the capital is contributed to the JCE under the EB-5 Loan (the “**Sustainment Period**”). Henceforth, the Project shall have the right to redeploy/reinvest the EB-5 proceeds if it is repaid such capital prior to expiration of the Sustainment Period. Such EB-5 investors' principal investment will not be returned and will remain at risk until the expiration of Sustainment Period, consistent with USCIS requirements at the relevant time.

However, in March 2024, Invest in the USA, a trade association representing regional centers, filed a lawsuit challenging USCIS’s interpretation of the Sustainment Period. The lawsuit could result in the reversion of the sustainment period to lasting until the end of each investor’s period of conditional residence or some other time period that is longer than the current interpretation. In such an event, the Fund would be required to redeploy each investor’s Capital Contribution to keep the funds “at-risk”, or risk the investor being unable to obtain the benefits of the EB-5 Program.

If the Borrower were to refinance the Loan or sell any portion of the Project prior to the expiration of the sustainment period of some or all of the Limited Partners without “carving out” the Loan from such transaction, such Limited Partners might be found by USCIS to have failed to maintain their investment at risk in the Project and might not be able to obtain removal of conditions. Therefore, if, at any time during the sustainment period for any Limited Partner, any Loan amount is prepaid, the General Partner will have the individual option to reinvest the remaining Subscription Amount of the Limited Partner who has not completed his/her sustainment period in alternate investments that qualify under the EB-5 Program for the purpose of preserving such Limited Partner’s “at-risk” investment and eligibility for removal of conditions on permanent residence. An EB-5 investment is “at risk” if the capital is actually and fully invested, with a risk of loss and a chance for gain, and fully deployed in an active job-creating entity. Moreover, upon a sale or refinance of the Project, the EB-5 Investors we will pay back the EB-5 Investors ONLY upon the later of i) the at-risk time period as defined by the regulations; or ii) when the funds are available to JCE.

These transactions implicate USCIS policies regarding reinvestment of proceeds from early liquidation that are not settled and are currently in development. Reinvested funds are expected to involve risk and could be lost. The use of reinvested funds is now unpredictable and will be subject to the risks of the industry and

the conditions of the investment. USCIS has not set clear policy on the extent to which reinvestment might be considered to constitute a “maintenance of investment” making possible the approval of subscribers’ petition to remove conditions.

Furthermore, there are not any potential buyers for the Project at this time.

Financial Projections

The following table summarizes the projected operating income / expenses for the Project:

	2026			2027			2028			2029			2030		
	Income	Expenses	Profit/Loss	Income	Expenses	Profit/Loss	Income	Expenses	Profit/Loss	Income	Expenses	Profit/Loss	Income	Expenses	Profit/Loss
Income	Class IV milk sales \$ 19,417,000.00			\$ 27,375,000.00			\$ 34,320,000.00			\$ 36,500,000.00			\$ 36,500,000.00		
	Bull sales \$ 2,017,166.67			\$ 3,071,666.67			\$ 3,562,500.00			\$ 2,850,000.00			\$ 2,850,000.00		
	Cull cow sales 22% \$ 931,571.67			\$ 2,126,665.00			\$ 2,468,812.50			\$ 2,433,400.00			\$ 2,433,400.00		
	Heifers Sales \$ -			\$ -			\$ 3,187,500.00			\$ 2,250,000.00			\$ 2,250,000.00		
	Natural Gas Income \$ -			\$ -			\$ -			\$ 2,100,000.00			\$ 2,100,000.00		
	Total \$ 22,365,738.33	\$ 30,065,980.50	\$ (7,700,242.17)	\$ 32,575,331.67	\$ 45,387,480.00	\$ (12,812,148.33)	\$ 43,538,812.50	\$ 50,737,060.00	\$ (7,198,247.50)	\$ 52,333,400.00	\$ 52,240,600.00	\$ (92,800.00)	\$ 52,873,400.00	\$ 51,760,600.00	\$ 1,112,800.00
DIRECT EXPENSES	Equipment auto fuel	\$ 168,000.00		\$ 338,000.00			\$ 450,000.00			\$ 450,000.00			\$ 450,000.00		
	Breed, Vet, Nut, DHH	\$ 252,000.00		\$ 582,000.00			\$ 675,000.00			\$ 720,000.00			\$ 720,000.00		
	ENVRD- consulting	\$ 2,000.00		\$ 2,000.00			\$ 24,000.00			\$ 24,000.00			\$ 24,000.00		
	Dues, Off. Tel, Dona	\$ 12,000.00		\$ 12,000.00			\$ 12,000.00			\$ 12,000.00			\$ 12,000.00		
	Legal & Acct	\$ 48,000.00		\$ 48,000.00			\$ 48,000.00			\$ 48,000.00			\$ 48,000.00		
	Garbage	\$ 18,000.00		\$ 18,000.00			\$ 18,000.00			\$ 18,000.00			\$ 18,000.00		
	Supplies	\$ 478,800.00		\$ 1,105,800.00			\$ 1,382,500.00			\$ 1,368,000.00			\$ 1,368,000.00		
	Utilities	\$ 180,000.00		\$ 180,000.00			\$ 180,000.00			\$ 180,000.00			\$ 180,000.00		
	Trucking milk	\$ 1,158,800.00		\$ 2,335,800.00			\$ 2,850,000.00			\$ 2,850,000.00			\$ 2,850,000.00		
	H Group feed cost	\$ 11,650,200.00		\$ 17,708,000.00			\$ 20,592,000.00			\$ 21,170,000.00			\$ 21,170,000.00		
	DRY Group feed cost	\$ 812,910.00		\$ 1,239,630.00			\$ 1,441,440.00			\$ 1,226,400.00			\$ 1,226,400.00		
	Raising Heifers at Third Party stallhouse	\$ 718,070.50		\$ 2,951,500.00			\$ 3,497,500.00			\$ 3,720,000.00			\$ 3,720,000.00		
	Trucking milk	\$ 970,250.00		\$ 1,978,750.00			\$ 1,718,750.00			\$ 1,625,000.00			\$ 1,625,000.00		
	Insurance	\$ 180,000.00		\$ 240,000.00			\$ 240,000.00			\$ 240,000.00			\$ 240,000.00		
	bedding cows stalls	\$ 120,000.00		\$ 240,000.00			\$ 240,000.00			\$ 240,000.00			\$ 240,000.00		
Memberships/Inspection Fees	\$ 36,000.00		\$ 60,000.00			\$ 60,000.00			\$ 60,000.00			\$ 60,000.00			
Repairs	\$ 480,000.00		\$ 900,000.00			\$ 900,000.00			\$ 900,000.00			\$ 900,000.00			
Semen	\$ 725,900.00		\$ 1,105,800.00			\$ 1,382,500.00			\$ 1,368,000.00			\$ 1,368,000.00			
Miscellaneous	\$ 540,000.00		\$ 900,000.00			\$ 900,000.00			\$ 900,000.00			\$ 900,000.00			
Office/ Admin/ Mgmt Overight	\$ 600,000.00		\$ 600,000.00			\$ 600,000.00			\$ 600,000.00			\$ 600,000.00			
Growing own Silage(Feed)	\$ -		\$ -			\$ -			\$ -			\$ -			
Own Feed cost recapture	\$ -		\$ -			\$ -			\$ -			\$ -			
	Total \$ 16,833,930.50		\$ 27,421,680.00			\$ 31,459,440.00			\$ 32,249,400.00			\$ 32,249,400.00			
Salaries	Employees	\$ 1,971,000.00		\$ 1,971,000.00			\$ 1,976,400.00			\$ 1,971,000.00			\$ 1,971,000.00		
	Dairy Mortgage Refi	\$ 978,000.00		\$ 940,000.00			\$ 916,000.00			\$ 880,000.00			\$ 850,000.00		
	Bidde Loan	\$ 3,000,000.00		\$ 3,000,000.00			\$ 3,000,000.00			\$ 3,000,000.00			\$ 3,000,000.00		
	AG Credit Borrowing Base	\$ 1,008,000.00		\$ 1,008,000.00			\$ 1,008,000.00			\$ 1,008,000.00			\$ 1,008,000.00		
	Additional CapEx 2026	\$ 1,200,000.00		\$ 1,200,000.00			\$ 1,200,000.00			\$ 1,200,000.00			\$ 1,200,000.00		
	Additional CapEx 2027	\$ 914,750.00		\$ 720,000.00			\$ 720,000.00			\$ 720,000.00			\$ 720,000.00		
	Additional CapEx 2028	\$ -		\$ -			\$ -			\$ 1,720,000.00			\$ 1,720,000.00		
	Additional CapEx 2029	\$ -		\$ -			\$ -			\$ 600,000.00			\$ 600,000.00		
	Cow Lease Rent payments	\$ 914,750.00		\$ 1,864,500.00			\$ 2,304,250.00			\$ 1,858,000.00			\$ 1,858,000.00		
		Total \$ 7,613,500.00		\$ 8,332,500.00			\$ 9,109,350.00			\$ 9,409,000.00			\$ 9,409,000.00		
INDIRECT COSTS	Living Expenses	\$ 120,000.00		\$ 120,000.00			\$ 120,000.00			\$ 120,000.00			\$ 120,000.00		
	Equipment Loans & EIDL Payment	\$ 504,000.00		\$ 504,000.00			\$ 504,000.00			\$ 504,000.00			\$ 504,000.00		
	replacement cattle	\$ 1,828,750.00		\$ 4,702,500.00			\$ 3,517,470.00			\$ 4,138,200.00			\$ 4,138,200.00		
		Total \$ 2,488,750.00		\$ 5,326,500.00			\$ 4,141,870.00			\$ 4,762,200.00			\$ 4,762,200.00		

Please see *Exhibit A* for an in depth review.

Although the General Partner believes that the expectations reflected in the forward-looking statements are reasonable, the Fund cannot guarantee results, levels of activity, performance, profitability, or achievements. Moreover, neither the General Partner nor the Fund assumes any responsibility for the accuracy and completeness of such statements in the future. The General Partner and the Fund do not plan to update any of the forward-looking statements after the date of this Memorandum.

Job Creation and TEA Status

EB-5 Program rules require creation of not less than 10 EB-5 Jobs per Limited Partner. If fully subscribed, the Fund will have 7 Limited Partners, meaning the Fund will need to create, via the Loan to the Borrower, at least 70 EB-5 Jobs in order to meet this requirement. Job creation will be evidenced to USCIS using the Regional Industrial Multiplier System (“*RIMS II*”). *RIMS II* is a tool developed by the US Bureau of Economic Analysis (“*BEA*”) for conducting regional economic impact analysis and is a USCIS-approved methodology for estimating total job creation under the EB-5 Program. The General Partner, on behalf of the Limited Partners, will submit the Project’s financial statements, evidence of the hiring of employees at the Project, and paid construction invoices to USCIS in order to demonstrate the economic activity that will create the projected jobs.

The primary job-creating activity is primarily the construction associated with the Project. The Project’s location will be within a TEA. The General Partner has retained Impact DataSource, LLC to conduct an econometric study of the Project’s proposed capital spending and operating strategy for the Project in order

to ensure that the Fund and the Limited Partners will comply with EB-5 Program job-creation requirements. A copy of the Economic Study is attached hereto in **Exhibit A**.

The following table describes the job creating activity (RIMS II Model) of the Project and the total jobs projected to be created:

Job Creation Summary

Activity (RIMS II)	Direct Jobs	Indirect/Induced Jobs	Total Jobs
Construction (7)	173.6	146.4	320.0
Wholesale trade (27)	-	72.3	72.3
Farms (1)	179.0	289.5	468.5
Total	352.6	508.2	860.9

Totals may not sum due to rounding

The following table defines the Economic Output of the Project related to the itemized demand for additional services:

Economic Impact Summary

Activity (RIMS II)	Employment	Economic Output	Household Earnings
Construction (7)	320.0	\$55,447,507	\$18,829,197
Wholesale trade (27)*	72.3	\$11,376,427	\$3,461,155
Farms (1)	468.5	\$92,341,554	\$19,280,935
Total	860.9	\$159,165,488	\$41,571,286

* Indirect and induced effects only.

Note: Total may not sum due to rounding.

As described in the tables above, it is projected that the total number of qualifying jobs to be created in connection with the Project will be 860.9. This number of jobs exceeds the minimum number of EB-5 Jobs required (*i.e.*, 350) by approximately 146%.

If the total number of EB-5 Jobs required are not created, then it is likely that some of the Limited Partners will not be eligible for removal of the conditions to their U.S. residency, even if some EB-5 Jobs are created. There is no assurance that the investment will generate enough EB-5 Jobs for all Limited Partners.

Marketing and Administration of the Offering

The Partnership expects that potential subscribers may be non-U.S. Persons residing outside the United States. The Partnership may enter into contractual relationships with one or more firms located and conducting business entirely outside the United States to act as a finder (the “**Finder**”) to identify non-U.S. Persons interested to acquire Units in the Offering. In general, the Partnership will pay a fee to each Finder for each non-U.S. Person identified by that Finder who ultimately purchases Units in the Offering, provided that the Finder fulfills its contractual obligations. It is expected that Administrative Fees paid by subscribers

would be utilized to pay these fees. No portion of a Limited Partner's Subscription Amount will be used to cover such expenses.

Each Finder retained by or on behalf of the Partnership will be required to represent and warrant that it will carry out its activities in compliance with the requirements of the Securities Act, including Regulation S, and in compliance with the requirements of all applicable non-U.S. laws and regulations. Although in general the Partnership will consider requests from potential subscribers to participate in the Offering in the order received, the Partnership reserves the option to allocate participation opportunities to potential subscribers identified by particular Finders under the terms of its agreements with these Finders.

Finders are free to provide similar advice and assistance to third parties in connection with other capital investment opportunities under the EB-5 Program, including advice and assistance to potential subscribers in the Offering and to promoters of investment opportunities that compete with the Offering for potential subscribers. A potential subscriber who retains the services of a Finder should conduct his or her own investigation to determine whether or not a conflict of interest may exist.

VI. MANAGEMENT OF THE PROJECT

Principals

Sai Konda

Sai Konda is a Chief Information Officer at zapcg.com with over 27 years of IT experience and a serial entrepreneur managing over 2500 acres of land banking with a passion for lifelong learning. He also is a global investor in brewery industry, He excels at realizing business visions by leveraging technology creatively to address both strategic and tactical challenges in a cost-effective and timely manner. His unique combination of strategic, operational, and technological leadership has helped to drive disruptive results in IT business. He also has significant passion and a serious investor in equity markets. He will be focused on managing finances and what-if models to maximize profits for the dairy.

Satish Singampalli

Satish Singampalli is a seasoned IT executive with over 28 years of expertise in the industry, currently serving as the Director at NEOMED, a prominent medical billing company. Alongside his IT career, Satish has also established himself as an investor in agricultural land and commercial real estate. Drawing inspiration from his grandparents, who were involved in small-scale rice farming and livestock raising, Satish has developed a strong passion for farming. With a deep-rooted interest in agriculture and a belief that now is the ideal moment to pursue this passion, he aims to blend his technology-driven background with the traditional practices of farming to create a modern, sustainable agricultural venture. Satish will be on site full time at Dairy farm, plan to be there in person starting April, 2025 and learning tricks of the trade working closely with William on Day to day operations.

Praveena Beeram

Praveena, a Senior IT Executive with over 15 years of experience in banking industry and a successful serial entrepreneur managing 20,000 acres of land banking across united states, has a profound passion for agriculture. Raised in a farming family, gained hands-on experience from a young age, helping his parents

cultivate lime, paddy, and groundnuts. Now, eager to return to the farming business here in united states. She has been working with farmers for past 4 years through long term land leases.

Vara Vankayalapati

Vara Vankayalapati is a seasoned business professional with diversified interests in capital formation and investment management across multiple industries. He has demonstrated strong expertise in real estate ventures, including construction, land banking, and building materials, as well as technology-driven businesses.

Vara has a proven ability to transform innovative ideas into practical prototypes and successfully bootstrap operational ventures in collaboration with market experts and industry professionals. He is particularly passionate about building scalable businesses and managing growth-oriented enterprises.

Engineer



Enviro-Ag Engineering, Inc.

Let Enviro-Ag put our combined 320+ years of experience to work for you. With a staff of 32 experienced professionals in the fields of engineering, drafting, surveying, nutrient management, animal science, regulatory permitting and compliance, we can assess the needs of your facility and help you implement Best Management Practices and Standard Operating Procedures to enhance regulatory compliance and improve sustainability.

For more information, please see <https://www.enviroag.com/>.

General Contractor

Dairyservicestx LLC

William Matthew Woodie is a third-generation dairyman and agricultural entrepreneur with decades of hands-on experience in dairy ownership, agricultural operations, and infrastructure development.

Raised in Laurel Springs, North Carolina, William began working on his family's dairy farm at the age of seven. Under the mentorship of both his father and grandfather, he developed a practical understanding of herd health, milk production systems, feed management, equipment maintenance, and labor discipline. In addition to dairy farming, he gained construction experience through his father's bridge and highway construction business, providing early exposure to large-scale infrastructure and heavy equipment operations.

Recognizing growth limitations in North Carolina's mountainous terrain, William relocated to Texas in 2011 to pursue expanded dairy opportunities. He initially operated in Dublin, Texas before expanding into Hartley, Texas in 2012, strategically positioning operations closer to feed sources to improve cost efficiency.

From 2012 to 2015, William purchased and operated a dairy in Hartley, Texas, while also acquiring and operating a leased dairy in Perryton, Texas. Managing multi-site operations in the Texas Panhandle required disciplined financial oversight, production efficiency, and risk management. In 2015, he successfully exited both dairies through a sale to a Pennsylvania-based dairy group.

Following the sale of his dairies, William diversified into row crop farming, agricultural equipment sales, land clearing, and site development. This expanded his expertise in grading, drainage planning, heavy equipment logistics, and cost-managed infrastructure preparation.

In 2024, William established Dairy Services TX LLC to formalize his experience into a dedicated Dairy, agricultural development and project management platform.

William's leadership philosophy prioritizes operational efficiency, cost discipline, long-term durability, and infrastructure designed for daily production performance. His approach aligns development decisions directly with long-term operational profitability, reducing execution risk and enhancing investor confidence.

The EB-5 Economist



Impact DataSource launched their EB-5 platform in 2010 when the program started gaining popularity. Impact DataSource have successfully completed reports for many regional center approvals, obtained hundreds of TEA certification letters, and completed countless TEA reviews.

Impact DataSource has over 20 years of experience in regional economic impact analysis and understands the unique economic analysis requirements of the EB-5 approval process. The company's EB-5 economic analyses present comprehensive and objective job impacts and other economic impacts sought by the program, using USCIS-approved methodologies.

The Fund Administrator

PRXY Fund Services LLC

PRXY Co. ("PRXY") is a cutting-edge software as a service provider built by real estate finance attorneys, securities attorneys, immigration attorneys and web3 specialists. PRXY was created to meet the fundamental mission of improving transparency and investor accountability required by EB-5 Fund Administrators in the 2022 EB-5 Reform and Integrity Act. Our ultimate goal is to create a better, safer, more efficient and positive experience for all EB-5 stakeholders. PRXY's proprietary software platform allows PRXY Fund Services and other administrators to track and record all expenditures in a project's lifecycle and provide project investors with a readily available, real-time view of their project's comprehensive metrics at the click of a button.

The PRXY solution ecosystem includes PRXY Fund Services (PFS), which was formed specifically to monitor and administrate EB-5 fund assets. PFS is controlled by two attorneys with over 15 years of combined experience in EB-5 Offerings and over 35 years of combined experience in real estate, corporate and securities law. The attorneys who control and manage PFS have participated in over \$7 billion of EB-5 financing since 2010 and have been recognized by their peers as experts in the field of EB-5.

PRXY Fund Services utilizes PRXY's proprietary software platform for all EB-5 assets under their management and has been retained by the Company to serve as the Fund Administrator.

The Regional Center



State Wide EB5 Regional Center LLC

State Wide EB5 Regional Center LLC (the "**Regional Center**") is a regional center approved by United States Citizenship and Immigration Services ("**USCIS**") to sponsor capital investment projects, as defined by USCIS, that allow investment by foreign investors as a means of obtaining an EB-5 visa to reside in the United States. The Regional Center's initially designated geographic region includes the Project site. Marketing, and legal teams.



Gary Perkins

Managing Member

Gary Perkins has 30 years of experience in development and construction for multiple project types including single family, multifamily, and retail.

In addition, he has served multiple roles as developer, contractor, and operating owner of multifamily communities for the last 12 years. Gary studied Business Administration/Management at North Texas State University.

As managing partner and director, Gary is responsible for sourcing and closing of all of State Wide EB5 Regional Center, LLC's projects, as well as their structuring and oversight.



David E. Dobbs

Member

David E. Dobbs is principal and president of US State Wide EB5 Regional Center, LLC. David has been actively involved in real estate development, managing multiple commercial properties including the complete renovation of an historic office building originally constructed in 1907.

David was a prosecuting attorney for the Smith County District Attorney's office for twelve years serving as Chief Felony Prosecutor and First Assistant District Attorney. After leaving the District Attorney's office, David went into private practice, co-founding his own firm Dobbs and Tittle, P.C., and now heads this very successful civil litigation law practice.

David strongly serves his community through financial support as well as membership in several organizations. He is on the Board for the SPCA of East Texas, Tyler Police Department Foundation, and serves on the District Victims Committee for the Mothers' Against Drunk Driving. David also serves as President of the Smith County Crimestoppers and is of two Smith County representatives to the East Texas Council of Governments Appropriations Committee.

David and his partners founded State-Wide EB5 Regional Center, LLC in January of 2014. As its president, David provides strategic direction and oversight to State Wide EB5 Regional Center, LLC's real estate, marketing, and legal teams.



Brent Bossart

Member

Brent Bossart graduated from Southern Methodist University in Dallas, Texas. In 1989, he founded North American Reserve LLC, a geologic and mining consulting firm. Brent is the corporation's president and serves on the Board of Directors. Brent is actively involved in the SPCA of East Texas, a local non-profit animal rescue and adoption organization. As a partner, Mr. Bossart will be involved in all oil and gas related projects, as well as their structuring and oversight.

Each EB-5 Investor acknowledges and understands that (a) the Regional Center's responsibility and role with respect to the Project are limited to (i) oversight of the NCE and Project with respect to the NCE's and Project's participation in the EB-5 Program and use of capital from EB-5 Investors, (ii) reporting to USCIS, (iii) other requirements as explicitly stated in the EB-5 Regulations, and (iv) assist recruiting investors for the project in exchange for a fee pursuant to Security and Exchange Commission's rules and regulations, (collectively the "Regional Center Duties"), (b) the Regional Center is not involved in the receipt, transfer, expenditure, or subsequent return of any EB-5 Investor's investment, which is the sole and exclusive responsibility of the NCE, (c) the Regional Center has no common ownership with the NCE or the RC Affiliate, and (d) the Regional Center's sponsorship of the Project is dependent on the RC Affiliate's and the NCE's compliance with all of the terms and requirements within this executed Regional Center Affiliation Agreement.

VII. INVESTOR SUBSCRIPTION PROCEDURE

Information Provided

Prior to the consummation of the Offering, the Fund will provide to each prospective investor and each such prospective investor's representatives and advisers the opportunity to ask questions regarding the terms and conditions of this Offering and to obtain any additional information required. Any questions or requests for information should be directed to:

Friona Dairy EB5 Investors Fund LP
2681 MacArthur Blvd., Ste 202
Lewisville, TX 75067
279-666-3276 (telephone)
info@moodairyfarms.com (email)

Copies of the Partnership Agreement and the Fund's subscription application materials (including the subscription agreement) (the "***Subscription Documents***") for the purchase of Units will be made available upon request. Prospective investors are urged to request any additional information they may consider necessary in making an informed investment decision. During the course of the transaction, and prior to sale, each purchaser of a Unit is invited to ask questions of the General Partner concerning the terms and conditions of the Offering and to obtain any additional information necessary or to verify the accuracy of

the information furnished in this Memorandum. No other persons have been authorized to give information or to make any representations concerning this Offering, and if given or made, such other information or representations must not be relied upon as having been authorized by the Fund.

Plan of Distribution

The Fund may utilize Finders to locate prospective EB-5 investors and will pay such Finders a portion of the Administrative Fee, and at the sole discretion of the Fund, an annual fee. No person has the authority to use any sales literature other than this Memorandum, and any supplement hereto, in connection with the Offering or make any representation about the terms of the Offering other than the information contained herein. If a prospective investor receives any information from any person which is different from the information in this Memorandum, and any supplement hereto, he or she should disregard it in making his or her investment decision and should report such event to the General Partner.

The Fund reserves the right to withdraw this Offering at any time and to reject any offers to purchase Units. The Fund reserves the right in its sole discretion to sell interests to any prospective investor. Subscriptions may be accepted by the Fund any time prior to termination of the Offering. Officers and managers of the Fund and the General Partner may invest in the Offering but have no obligation to do so. The Offering will terminate on the earlier (i) the date the Fund accepted subscriptions for \$28.0 million of Units, or (ii) the date the Fund declares that the Offering is terminated, unless the Fund decides to extend the Offering.

Investor Suitability

Only persons of adequate financial means who have no need for liquidity with respect to this investment should consider purchasing the Units offered hereby because (i) an investment in the Units involves certain risks (see “*Risk Factors*”), and (ii) a market for the Units does not exist and is not likely to develop. This Offering is intended to be a “private offering” and therefore exempt from registration under the Securities Act and applicable state securities laws.

This offering is limited to investors who meet the qualification criteria set forth in the Fund’s subscription application materials, which must be completed prior to making an investment in the Fund.

The Fund will not register as an “investment company” under the Investment Company Act of 1940, as amended (the “*Investment Company Act*”), by reason of the provisions of Section 3(c)(1) thereof. Additionally, the Fund will not register as an “investment adviser” under the Investment Advisers Act of 1940, as amended, by reason of the provisions of Section 203A thereof.

Offers and sales of Units will not be registered under the laws of any jurisdiction. Neither U.S. Securities and Exchange Commission nor the securities commission of any non-U.S. jurisdiction nor any other agency has reviewed or passed upon the merits of this offering. Certain information required by the securities laws of certain jurisdictions outside the United States is included in the “*Important Notices*” section of this Memorandum.

Each purchaser of a Unit will be deemed to have understood, represented and agreed with the Fund and the General Partner as follows: (i) the purchaser is purchasing a Unit for the purchaser’s own account; (ii) the purchaser is an accredited investor under Rule 501 of the Securities Act; (iii) the Units have not been registered under the Securities Act or any other applicable securities laws; (iv) if the General Partner permits a transfer of a Unit to occur, in the General Partner’s sole discretion, the purchaser may only resell or transfer the Interest (a) pursuant to an exemption from registration under the Securities Act, as amended, including Regulation D as a safe harbor for the private offering exemption of Section 4(A)(2) of the

Securities Act of 1933 and Regulation S promulgated thereunder, or (b) pursuant to an effective registration statement under the Securities Act, and, in any case, the purchaser understands that any such transfer or resale may jeopardize the purchaser's ability to obtain legal permanent residency in the United States under the EB-5 Program; (v) if the General Partner permits a transfer of a Unit to occur, the purchaser will give each person to whom the purchaser transfers such Interest notice of any restrictions on transfer of such Interest; and (vi) the purchaser is purchasing in accordance with Regulation D as a safe harbor for the private offering exemption of Regulation D as a safe harbor for the private offering exemption of Section 4(A)(2) of the Securities Act of 1933, and to persons outside the United States in reliance on Regulation S as a safe harbor from the registration requirements of the Securities Act, and has not engaged in, and will not engage in any short selling of any equity security issued by the Fund (including, without limitation, the Units) or any hedging transaction with respect to any such equity security, including without limitation, put, call or other option transactions, option writing and equity swaps.

Only the General Partner may accept subscriptions, and the General Partner will have the absolute right and sole discretion to refuse to accept any subscription (or any portion thereof) from you or any other person and for any reason. The General Partner is entitled to rely exclusively upon the accuracy of your representations provided in the subscription application materials. The General Partner may require additional evidence that a prospective investor meets the Fund's eligibility criteria at any time prior to acceptance of a prospective investor's subscription.

Subscription Procedure

To subscribe for a Unit, you must complete the Subscription Documents and submit them to the General Partner. These materials must be delivered to:

Friona Dairy EB5 Investors Fund LP
c/o Friona Dairy EB5 GP LLC
2681 MacArthur Blvd., Ste 202
Lewisville, TX 75067
279-666-3276 (telephone)
info@moodairyfarms.com (email)

Each person subscribing for a Unit must deliver its Subscription Amount, as payment for its Unit, directly to the Fund's escrow account. The minimum Subscription Amount (exclusive of the Administrative Fee and any other fee) is \$800,000. All payments should be in the form of a wire transfer, following the wiring instructions as indicated by the General Partner.

Within thirty (30) days of executing the Subscription Agreement, each person subscribing for a Unit must submit his or her I-526E Petition with USCIS and provide the General Partner with a copy of the USCIS receipt for such filing. Subject to applicable state securities laws, you may not revoke any subscription that you deliver to the General Partner. However, the General Partner may reject any subscription, in whole or in part, at its sole discretion.

VIII. TAX MATTERS

CIRCULAR 230 NOTICE

The tax discussion contained in this Memorandum is not given in the form of a covered opinion within the meaning of Circular 230 issued by the United States Secretary of the Treasury. Thus, we are required to inform you that you cannot rely upon any discussion contained in this Memorandum for the purpose of avoiding U.S. federal tax penalties. The tax discussion contained in this Memorandum was written to support the promotion or marketing of the transactions or matters described in this Memorandum. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

CAUTION: THE TAX CONSEQUENCES OF AN INVESTMENT IN THE FUND ARE PARTICULARLY COMPLEX. ACCORDINGLY, PROSPECTIVE INVESTORS SHOULD NOT CONSIDER THIS DISCUSSION AS A SUBSTITUTE FOR CAREFUL TAX PLANNING. PROSPECTIVE INVESTORS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS, ATTORNEYS OR ACCOUNTANTS ON MATTERS RELATING TO AN INVESTMENT IN THE FUND WITH SPECIAL REFERENCE TO THEIR OWN SITUATION.

Introduction

The following is a summary of certain aspects of the taxation of the Fund and its Limited Partners arising from the purchase, ownership and disposition of a Unit in the Fund that should be considered by a prospective investor that is a U.S. person (as defined below) who is an individual. The Fund has not sought a ruling from the Internal Revenue Service (the "*Service*") or any similar state, local or foreign authority with respect to any of the tax issues affecting the Limited Partners or the Fund, nor has it obtained an opinion of counsel with respect to any U.S. federal, state, local, or foreign tax issues.

This summary is based on the Internal Revenue Code of 1986, as amended (the "*Code*"), the Treasury regulations promulgated under the Code (the "*Treasury Regulations*"), judicial decisions, administrative rulings and state and local tax laws in force on the date of this Memorandum, all of which are subject to change (possibly with retroactive effect). Changes in existing laws or regulations and their interpretation may occur after the date of this Memorandum and could alter the income tax consequences of an investment in the Fund. This discussion does not address all of the tax consequences that may be relevant to a particular investor, nor does it address, unless specifically indicated, the tax consequences to an entity, such as a partnership, corporation or LLC. Unless otherwise expressly provided herein, this discussion does not address possible state, local or foreign tax consequences of the purchase, ownership or disposition of Units, some or all of which may be material to particular investors. This discussion also does not address the potential application of the U.S. federal alternative minimum tax to the Fund or the Limited Partners. There is uncertainty concerning certain tax aspects of the Fund, and there can be no assurance that the Service will not challenge the positions taken by the Fund.

For purposes of this discussion, a "*U.S. person*" means a citizen or resident of the United States that is an individual. The term "*non-U.S. person*" means any individual that is not a "U.S. person" for U.S. federal income tax purposes.

Special rules may apply in the case of non-U.S. persons (i) that conduct a trade or business in the United States or that have an office or fixed place of business in the United States, (ii) that have a tax home in the United States, or (iii) that are former citizens or long-term residents of the United States. Such persons are urged to consult their own U.S. tax advisors before investing in the Fund.

EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT ITS TAX ADVISOR IN ORDER TO UNDERSTAND FULLY THE U.S. FEDERAL, STATE, LOCAL AND ANY FOREIGN TAX

CONSEQUENCES OF AN INVESTMENT IN THE FUND IN SUCH INVESTOR'S PARTICULAR SITUATION.

Certain United States Taxation Matters

Classification of the Fund

The General Partner believes that under the provisions of the Code and the Treasury Regulations as currently in effect, the Fund should be treated for U.S. federal income tax purposes as a partnership and not as an association taxable as a corporation.

The remainder of this discussion assumes that the Fund will be treated in its entirety as a partnership for U.S. federal income tax purposes and that each Limited Partner will be a U.S. person. However, for informational purposes, a short summary of the potential tax consequences to a Limited Partner that is a non-U.S. person is included below under the heading "***United States Income Tax Considerations for Non-U.S. Limited Partners.***"

U.S. Federal Income Taxation of the Fund and Limited Partners

As a partnership, the Fund will not be subject to U.S. federal income tax. Each Limited Partner will be required to report separately on its income tax return its distributive share of the Fund's net long-term capital gain or loss, net short-term capital gain or loss and net ordinary income and deductions and credits in accordance with the allocations set forth in the Partnership Agreement. Each Limited Partner will be liable for any taxes owed upon its distributive share of the income or gains realized by the Fund and may claim deductions for its distributive share of the Fund's losses and deductions and credits for its distributive share of the Fund's credits, to the extent allowed under the Code. Each Limited Partner will be taxed on its distributive share of the Fund's taxable income and gain regardless of whether it has received or will receive a distribution from the Fund.

The Fund will file an annual partnership information return with the Service that reports the results of its operations for the taxable year and will distribute annually to each Limited Partner a form showing its distributive share of such Fund items of income, gain, loss, deduction or credit. The General Partner will have the authority to decide how to report the Fund items on the Fund's tax returns, and all Limited Partners will be required under the Partnership Agreement to treat the items consistently on their own returns. An audit by the Service of the tax treatment of the Fund's income and deductions generally will be determined at the Fund level in a single proceeding rather than by individual audits of the Limited Partners. In this regard, the General Partner, as the "***Tax Matters Partner,***" will have the authority to bind certain Limited Partners to settlement agreements and the right on behalf of all Limited Partners to extend the statute of limitations relating to the Limited Partners' tax liabilities with respect to Fund items.

Under the Partnership Agreement, the General Partner has the authority to elect on behalf of the Fund, under Code section 754, to adjust the tax basis of the Fund's assets in connection with certain distributions to Limited Partners or certain transfers of Units. Such an election, if made, could affect the amount of a Limited Partner's distributive share of the gain or loss recognized by the Fund upon the disposition of its assets.

Prospective investors that are subject to the alternative minimum tax (the "***AMT***") should consider the tax consequences of an investment in the Fund in view of their AMT position, taking into account the special rules that apply in computing the AMT.

Taxation of Distributions and Withdrawals

Cash nonliquidating distributions and withdrawals, to the extent they do not exceed a Limited Partner's basis in its Interest, will not result in taxable income to that Limited Partner, but will reduce its tax basis in its Interest by the amount distributed or withdrawn. Cash distributed to a Limited Partner in excess of the basis of its Interest is generally taxable as capital gain.

Upon the withdrawal of a Limited Partner receiving a cash liquidating distribution from the Fund, such Limited Partner generally will recognize capital gain or loss to the extent of the difference between the proceeds received by the withdrawing Limited Partner and such Limited Partner's adjusted tax basis in its Interest. Such capital gain or loss will be short-term or long-term depending upon the Limited Partner's holding period (or holding periods) for its Interest. However, a withdrawing Limited Partner will recognize ordinary income to the extent such Limited Partner's allocable share of the Fund's "unrealized receivables" exceeds the Limited Partner's basis in such unrealized receivables (as determined pursuant to the Treasury Regulations).

Assuming the Fund has not made an election pursuant to Code section 754, distributions of property or cash by the Fund to a Limited Partner upon withdrawal of its Interest in certain circumstances where the Fund has a substantial built-in loss may require the Fund to reduce the tax basis of its remaining property.

Limitations on Losses and Deductions

Limited Partners may be limited in their ability to deduct expenses or losses of the Fund. For instance, if or to the extent that the Fund's operations do not constitute a "trade or business" within the meaning of Code section 162 and other provisions of the Code, an individual Limited Partner's distributive share of the Fund's expenses (including any amounts that are treated for tax purposes as expenses of the Fund) would be deductible only as itemized deductions, subject to the limitations of Code sections 67 and 68. Itemized deductions are non-deductible in computing such Limited Partner's alternative minimum taxable income and alternative minimum tax liability.

Further, income, gains and losses of the Fund generally will not be treated as passive income or losses for purposes of the passive activity loss limitations of Code section 469. Accordingly, Limited Partners that have passive activity losses from other activities are restricted in their ability to use such losses to offset income and gains from the Fund, although losses of the Fund will not be subject to the passive activity loss limitation.

The Fund may incur certain expenses in connection with its organization and the marketing of its Units. Amounts paid or incurred to organize a partnership are not deductible, but may, by election of the Fund, be capitalized and amortized over a period of not less than 180 months. Amounts paid or incurred to market Units that qualify as "syndication expenses" are not deductible or amortizable.

Investor Tax Filings and Record Retention

The U.S. Treasury Department has adopted Treasury Regulations designed to assist the Service in identifying abusive tax shelter transactions. In general, the Treasury Regulations require investors in specified transactions (including partners in partnerships that engage in such transactions) to satisfy certain special tax filing and record retention requirements. Significant monetary penalties (in addition to penalties that generally may be applicable as a result of a failure to comply with the applicable Treasury Regulations) may be imposed for failure to comply with these tax filing and record retention rules.

Although the Fund does not expect to enter into transactions that will subject the Fund and certain investors to the special tax filing and record retention rules, these Treasury Regulations are broad in scope.

Additionally, under these Treasury Regulations, an investor's recognition of loss upon its disposition of its Interest could cause the investor to become subject to special tax filing and record retention rules. The General Partner intends to provide information to investors necessary to enable investors to satisfy any tax filing and record retention requirements that may arise as a result of any transactions entered into by the Fund.

State and Local Taxes

In addition to the U.S. federal income tax consequences described above, prospective investors should consider potential state and local tax consequences of an investment in the Fund. State and local laws often differ from U.S. federal income tax laws with respect to the treatment of specific items of income, gain, loss, deduction and credit. A Limited Partner's distributive share of the taxable income or loss of the Fund generally will be required to be included in determining its reportable income for state and local tax purposes in the jurisdiction in which it is a resident.

Limited Partners or the Fund may be subject to state and/or local franchise, withholding, income, capital gain or other tax payment obligations and filing requirements in those jurisdictions where the Fund owns real estate assets or is otherwise regarded as doing business or earning income. Credits for these taxes may not be available (or may be subject to limitations) in the jurisdictions in which Limited Partners or the Fund, as applicable, are residents. Each potential investor is urged to consult with its own tax advisor in this regard.

Changes in existing laws, rules or regulations and their interpretation may occur after the date of this Memorandum (possibly with retroactive effect) and could alter the State tax consequences of an investment in the Fund. Each prospective Limited Partner is urged to consult its tax advisor regarding its potential exposure to certain State and local taxes.

Other Taxes

The Fund and its Limited Partners may be subject to other taxes, such as the AMT, and estate, inheritance or intangible property taxes that may be imposed by various domestic jurisdictions, as well as foreign withholding or gains taxes. Each prospective investor should consider the potential consequences of such taxes on an investment in the Fund. It is the responsibility of each prospective investor to satisfy itself as to, among other things, the legal and tax consequences of an investment in the Fund, under the laws of the state(s) of its domicile and its residence, by obtaining advice from its own tax counsel or other advisor and to file all appropriate tax returns that may be required.

Tax Returns; Tax Audits

The General Partner decides how to report Fund items of income, gain, loss, deduction or credit on the Fund's tax returns, and all Limited Partners are required to treat the items consistently on their own returns. If the income tax returns of the Fund are audited by the Service, the tax treatment of Fund income and deductions generally is determined at the Fund level in a single proceeding rather than by individual audits of the Limited Partners. The General Partner, as the "Tax Matters Partner," has considerable authority to make decisions affecting the tax treatment and procedural rights of all Limited Partners. In addition, the Tax Matters Partner has the authority to bind certain Limited Partners to settlement agreements and the right on behalf of all Limited Partners to extend the statute of limitations relating to the Limited Partners' tax liabilities with respect to Fund items.

In certain cases, the Fund may be required to file a statement with the Service, disclosing one or more positions taken on its tax return, generally where the tax law is uncertain or a position lacks clear authority.

All Limited Partners are required under the Code to treat the partnership items consistently on their own returns, unless they file a statement with the Service disclosing the inconsistency. Given the uncertainty and complexity of the tax laws, it is possible that the Service may not agree with the manner in which the Fund's items have been reported. In the event the income tax returns of the Fund are audited by the Service, the tax treatment of the Fund's income and deductions generally is determined at the Fund level in a single proceeding, rather than by individual audits of the Limited Partners.

United States Income Tax Considerations for Non-U.S. Limited Partners

Although the General Partner expects that all Limited Partners will be non-U.S. persons for the entire period during which the Limited Partner is a partner in the Fund, if a Limited Partner does not qualify as a U.S. person (for example, because the Limited Partner does not become or remain a legal permanent resident of the United States) such Limited Partner (a "*non-U.S. Limited Partner*") would be treated as a non-U.S. person for purposes of U.S. federal income taxation.

The federal income tax treatment of a non-U.S. Limited Partner will depend in part on whether the Fund is deemed to be engaged in a U.S. trade or business. The Code does not define what constitutes a U.S. trade or business; rather, this determination is based upon an examination of the facts and circumstances attending the Fund's operations and activities. It is anticipated that the Fund will not be engaged in a U.S. trade or business.

Tax Consequences to Non-U.S. Limited Partners if the Fund is not Engaged in a U.S. Trade or Business

The Fund expects to generate primarily U.S. source interest income. The Fund would be required to withhold at the rate of 44% (or lower applicable treaty rate) on U.S. source interest (other than portfolio interest), and certain other income. A non-U.S. Limited Partner who is eligible for benefits of an income tax treaty between the United States and a foreign country may be subject to a reduced rate of withholding pursuant to such treaty in respect of U.S. source interest income subject to withholding tax. The Fund would not generally be required to withhold tax on portfolio interest income. The portfolio interest exemption is not available with respect to interest paid to an actual or constructive 10% shareholder by vote of the issuer of the indebtedness and is subject to certain other limitations.

Tax Consequences to Non-U.S. Limited Partners if the Fund is Engaged in a U.S. Trade or Business

If the Fund is deemed to be engaged in a U.S. trade or business for U.S. federal income tax purposes, the Fund would generally be required to withhold and pay over to the U.S. taxing authorities a percentage equal to the highest applicable U.S. tax rate (currently 35%) of each non-U.S. Limited Partner's share of the Fund's income that is effectively connected with such trade or business (such effectively connected income, "*ECI*"), whether or not the Fund distributed such income, and each non-U.S. Limited Partner would be required to file U.S. tax returns and pay U.S. tax on its share of the Fund's net ECI. Taxes withheld by the Fund are creditable against such non-U.S. Limited Partner's U.S. income tax on its share of the Fund's ECI.

If in any year the Fund is deemed to be engaged in a U.S. trade or business, a non-U.S. Limited Partner will also be considered to be engaged in a U.S. trade or business and certain other income of a non-U.S. Limited Partner could also be treated as ECI as a result of such non-U.S. Limited Partner's investment in the Fund. The non-U.S.

Limited Partner would be required to file a U.S. federal income tax return and would be subject to tax at graduated rates on its distributive share of net income from the Fund that was "effectively connected" with such trade or business. In addition, all or a portion of the gain on the disposition (including by redemption)

by a non-U.S. Limited Partner of a Unit may be taxed as ECI to the extent such gain is attributable to assets of the Fund that generate ECI.

In determining a non-U.S. Limited Partner's U.S. taxable income, the non-U.S. Limited Partner would be permitted the same deductions allowed a U.S. resident individual to the extent the deductions are effectively connected with a U.S. trade or business. However, a prerequisite to receiving the benefit of deductions is the filing of a true and accurate U.S. income tax return. Any Fund losses that are not effectively connected with a U.S. trade or business would not be deductible from the non-U.S. Limited Partner's U.S. source income.

If a non-U.S. Limited Partner is subject to U.S. income tax on its distributive share of Fund income at regular U.S. rates and is required to file U.S. income tax returns, such non-U.S. Limited Partner's share of Fund taxable income is not subject to the withholding tax discussed above, provided the non-U.S. Limited Partner completes and files with the Fund a Form W-8ECI (Certificate of Foreign Person's Claim for Exemption from Withholding on Income Effectively Connected with the Conduct of a Trade or Business in the United States).

Withholding on Dispositions of United States Real Property Interests

The Fund may own real property as the result of foreclosure on the Loan. Such real property would be treated as a "United States real property interest" (a "**USRPI**") for purposes of the Foreign Investment in Real Property Tax Act of 1980 ("**FIRPTA**") provisions set forth in Code section 897. Under FIRPTA, nonresident aliens are subject to withholding on dispositions of USRPIs. For this purpose, a USRPI owned by the Fund would be treated as held proportionately by the Limited Partners. Therefore, a non-U.S. Limited Partner may be subject to withholding when such non-U.S. Limited Partner sells or exchanges his or her Units to a United States person as defined in the Code. In addition, the Fund is required to deduct and withhold from any cash distribution an amount (currently 35%) for U.S. tax purposes to the extent the cash distribution is attributable to gain from the sale of a USRPI that is allocable to a non-U.S. Limited Partner.

Any gain or loss of a non-U.S. person that is realized in connection with the (actual or constructive) disposition of a USRPI would be generally treated as gain or loss effectively connected with a trade or business engaged in by the taxpayer in the U.S. and would be subject to U.S. federal income tax. Any gain or loss allocable to a non-U.S. Limited Partner arising from a disposition by the Fund of a USRPI would also be taxable, and, upon such a disposition, the Fund would be required to withhold a tax equal to 35% (currently) of such gain, unless the Fund is required to withhold under the rules described above for the effectively connected income of non-U.S. Limited Partners. See "**Tax Consequences to Non-U.S. Limited Partners if the Fund is Engaged in a U.S. Trade or Business**" above.

In addition, to the extent attributable to USRPIs owned by the Fund, the amount realized on a sale or exchange by a non-U.S. Limited Partner of its Interest would be treated as received in exchange for a USRPI. Gain or loss to the extent so attributable would be subject to U.S. federal income tax and the gross proceeds from such sale or exchange may become subject to a 10% withholding tax. However, if 50% or more of the value of the gross assets of the Fund consists of USRPIs and 90% or more of the value of the gross assets of the Fund consists of USRPIs plus cash or equivalents, then each Interest will be treated in its entirety as a USRPI for purposes of such withholding tax. As a result, the entire proceeds of such sale generally would be subject to a 10% withholding tax. The 10% withholding tax imposed on the transferee of a USRPI is refundable to the transferor of such USRPI if the withheld tax is greater than the tax incurred by the transferor on the disposition of the USRPI. However, to claim such refund, the transferor must file a U.S. income tax return.

Sale, Exchange or Other Taxable Disposition of Units

Gain realized by a non-U.S. Limited Partner on the sale, exchange, redemption, or other disposition of a Unit generally will not be subject to U.S. federal income or withholding tax, unless:

- such gain is effectively connected with the non-U.S. Limited Partner's conduct of a trade or business in the United States and, if the non-U.S. Limited Partner is entitled to benefits under an applicable tax treaty, is attributable to a permanent establishment or a fixed base maintained by the non-U.S. Limited Partner in the United States; or
- the non-U.S. Limited Partner is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are satisfied.

If the first bullet point applies, the non-U.S. Limited Partner generally will be subject to U.S. federal income tax at a rate of 44% (or at a reduced rate under an applicable income tax treaty) on the amount by which your capital gains from U.S. sources exceed capital losses allocable to U.S. sources. In addition, special rules would apply to dispositions of "United States real property interests" (as discussed above). If the second bullet point applies, the non-U.S. Limited Partner generally will be subject to U.S. federal income tax with respect to such gain in the same manner as U.S. Limited Partners, as described above, unless an applicable income tax treaty provides otherwise. For tax treaty purposes, a non-U.S. Limited Partner may be deemed to have a "permanent establishment" in the U.S. for any year in which the Fund is engaged in a U.S. trade or business.

Other Taxes

Non-U.S. Limited Partners may be subject to federal and state estate, inheritance or gift taxes, state and local income taxes, and to the alternative minimum tax.

Miscellaneous Considerations

In determining the advisability of an investment in the Fund, non-U.S. investors should consult their own tax advisors concerning (i) whether they will be treated as being engaged in a United States trade or business or having a permanent establishment in the United States, (ii) whether gain from the sale of Units is effectively connected with their conduct of a United States trade or business or a permanent establishment in the United States, (iii) the income tax consequences relating to the ownership of Units in their own particular circumstances, and (iv) the tax consequences of owning Units under the internal tax laws of the non-U.S. Limited Partner's home country.

THE FEDERAL INCOME TAX TREATMENT APPLICABLE TO A NON-U.S. PERSON INVESTING IN THE FUND IS HIGHLY COMPLICATED AND COMPLEX AND WILL VARY DEPENDING ON THE PARTICULAR CIRCUMSTANCES OF SUCH LIMITED PARTNER AND THE EFFECT OF ANY APPLICABLE INCOME TAX TREATIES. PROSPECTIVE LIMITED PARTNERS SHOULD CONSULT THEIR TAX ADVISORS ABOUT ANY APPLICABLE INCOME TAX TREATIES, WHICH MAY PROVIDE FOR AN EXEMPTION FROM OR A REDUCTION OF WITHHOLDING TAX OR OTHER RULES DIFFERENT FROM THOSE DESCRIBED ABOVE. EACH PROSPECTIVE LIMITED PARTNER SHOULD CONSULT HIS OR HER OWN TAX ADVISOR AS TO THE ADVISABILITY OF INVESTING IN THE FUND.

Future Tax Legislation; Necessity of Obtaining Professional Advice

Future amendments to the Code, other legislation, new or amended Treasury Regulations, administrative rulings or decisions by the Service or judicial decisions may adversely affect the U.S. federal income tax aspects of an investment in the Fund, with or without advance notice, retroactively or prospectively. The foregoing analysis is not intended as a substitute for careful tax planning. The tax matters relating to the Fund are complex and are subject to varying interpretations. There can be no assurance that the Service will agree with each position taken by the Fund with respect to the tax treatment of Fund items and transactions. Moreover, the effect of existing income tax laws and of proposed changes in income tax laws on Limited Partners will vary with the particular circumstances of each Limited Partner.

Accordingly, each prospective investor must consult with and rely solely on its professional tax advisers with respect to the tax results of its investment in the Fund. In no event will the Fund, the General Partner, or their affiliates, counsel or other professional advisers be liable to any Limited Partner for any U.S. federal, state, local or foreign tax consequences of an investment in the Fund, whether or not such consequences are as described above.

The foregoing is a summary of some of the important tax rules and considerations affecting the Limited Partners, the Fund and the Fund's proposed operations. This summary does not purport to be a complete analysis of all relevant tax rules and considerations, which will vary with the particular circumstances of each Limited Partner, nor does it purport to be a complete listing of all potential tax risks inherent in purchasing or holding a Unit. The foregoing does not fully address tax considerations affecting investors that are not U.S. persons. Each prospective investor in the Fund is urged to consult its own tax advisor in order to understand fully the U.S. federal, state, local, and any foreign tax consequences of such an investment in its particular situation.

IX. ANTI-MONEY LAUNDERING COMPLIANCE

In response to increased regulatory concerns with respect to the identification of sources of funds used to make an investment in the Fund, the General Partner and/or its affiliates have implemented policies and procedures (“*AML Program*”) designed to guard against and identify money laundering activities. Pursuant to the Fund’s AML Program, the General Partner and/or its affiliates will request prospective investors and, in some instances, existing Limited Partners to provide additional documentation verifying, among other things, such person’s identity and the source of funds used to purchase such person’s Interest in the Fund. The General Partner may decline to accept a subscription based upon this information, or if this information is not provided.

Pursuant to the Fund’s AML Program, the General Partner and/or its affiliates will undertake enhanced due diligence procedures prior to accepting any investors that the General Partner believes present high risk factors with respect to money laundering activities. Examples, although not comprehensive, of persons posing high risk factors are persons resident in or organized under the laws of a “non-cooperative jurisdiction” or other jurisdictions designated by the Department of the Treasury as warranting special measures due to money laundering concerns, and any person whose Capital Contributions originate from or are routed through certain banking entities organized or chartered in a non-cooperative jurisdiction.

In addition, the Fund’s AML Program prohibits the acceptance of subscriptions from or on behalf of:

- A. *persons on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Asset Control;*

- B. *persons on the Annex to Executive Order 13224;*
- C. *persons on such other lists as may be promulgated by law or regulation; and*
- D. *foreign banks unregulated in the jurisdiction they are domiciled in or which have no physical presence*

Governmental regulators are continuing to consider appropriate measures to implement anti-money laundering laws as they apply to private investment funds such as the Fund. The General Partner and/or its affiliates will take such steps as it determines are necessary to comply with applicable law, regulations, orders, directives or special measures that may be required by governmental regulators. The specific policies and procedures that the Fund may be required to implement remain unclear, although such steps may include additional measures to confirm the identity of each investor, including the principal beneficial owners of the investor, if applicable, and/or reporting suspicious transactions to governmental regulators.

The requirements for the General Partner to guard against and identify money laundering activities in deciding whether to accept subscriptions are in addition to the discretion that the General Partner has in deciding whether to accept subscriptions.

Exhibit A

The *Matter of Ho* EB-5 Business Plan

DAIRY FARM
A DAIRY PRODUCTION PROJECT
FRIONA, PARMER COUNTY, TX



FRIONA DAIRY EB5 INVESTORS FUND LP
c/o Friona Dairy EB5 GP LLC
2681 MacArthur Blvd., Ste 202
Lewisville, TX 75067
279-666-3276 (telephone)
info@moodairyfarms.com (email)

February 28, 2026

IN AFFILIATION WITH
State Wide EB5 Regional Center LLC

COMPREHENSIVE BUSINESS PLAN

Matter of Ho Compliant for Immigrant Investment Project

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY..... 5

1.1 Description of the Partnership and Capital Flow 5

1.2 Project Development Overview..... 7

1.3 The Regional Center 10

2.0 MARKET ANALYSIS..... 10

2.1 Project Site 10

2.2 Friona, TX Demographic and Economic Review 12

2.3 Texas Overview 14

2.4 Overview of Texas Dairy Market..... 14

2.5 Supply and Demand Analysis 14

2.6 Competition 15

2.7 Market Feasibility 15

2.8 Targeted Employment Area 15

2.9 Marketing Strategy..... 16

3.0 FINANCIAL ANALYSIS..... 16

3.1 General..... 16

3.2 Investment & Construction Timeline 16

3.3 Sources of Capital..... 17

3.4 Use of Capital and Construction Costs..... 17

3.5 Permits..... 20

3.6 Materials Sourcing..... 20

3.7 Financial Pro Forma..... 20

3.8 Summary Terms for the EB-5 Loan..... 22

3.9 Foreign Investor Return on Investment..... 23

3.10 Cautionary Statements Regarding Projections 24

3.11 Independent Advice..... 25

4.0 EMPLOYMENT AND STAFFING..... 25

4.1 Job Creation 25

5.0 MANAGEMENT..... 26

5.1 Developer Overview and NCE and JCE Management Team..... 26

5.2 Engineer 27

5.3 General Contractor 27

5.4 Fund Administrator 28

5.5 Regional Center 29

5.6	<i>Economic Analysis Expert</i>	30
6.0	<i>EXHIBITS</i>	31
	<i>Exhibit 1. General Contractor Cost Estimate and Agreement</i>	32
	<i>Exhibit 2. Regional Center USCIS Approval Letter & Affiliation Agreement</i>	33
	<i>Exhibit 3. Land Ownership Information</i>	34
	<i>Exhibit 4. Economic Study and Targeted Economic Area Analysis</i>	35
	<i>Exhibit 5. Legal Entity Information</i>	36
	<i>Exhibit 6. Financial Projections</i>	37
	<i>Exhibit 7. Form of EB-5 Loan Documents</i>	38
	<i>Exhibit 8: Site Plan</i>	39
	<i>Exhibit 9: Development Status Pictures</i>	40
	<i>Exhibit 10: Bank Financing</i>	41
	<i>Exhibit 11: Permits</i>	42
	<i>Exhibit 12: Third-Party Vendor Agreements</i>	43

Matter of Ho Highlights:

This table provides the location of critical Matter of Ho compliance information.

Matter of Ho Topic	Location in Business Plan
Description of Project	Section 1.1
Objectives	Section 1.1
Process Steps (construction/operations)	Section 3.2
Required Licenses & Permits	Section 3.5
Market Analysis	Section 2.4
Regional Economic Data	Section 2.2
Supply & Demand Data	Section 2.5
Regional Demographic Data	Section 2.2
Description of Marketing Strategy	Section 2.9
Competitive Analysis	Section 2.6
Pricing Strategy (including competitors)	Section 3.7
Sales/Revenue Projections	Section 3.7
Sales/Revenue Comparisons	Section 2.6
Project Costs	Section 3.4
Organizational Structure	Section 1.1
Personnel Experience	Section 5.0

1.0 EXECUTIVE SUMMARY

The following summarizes the essence of the project:

The Project	Royal AG and Dairy Holdings LLC is developing and constructing construction a new dairy venture establishing a fully vertically integrated operation on approximately 600 acres, encompassing in-house cattle raising, feedlots, heifer facilities, feed production and processing, milk parlor, and manure management systems located at 2686 County Road 23 in Friona, Parmer County, Texas.
Project Costs and Capitalizations	The total project cost is estimated at about \$101,841,000 which includes up to \$28,000,000 from EB-5 funds, \$40,891,000 from sponsor and other equity, \$8,950,000 from a refinancing of the property, and \$12,000,000 from a third-party private bridge loan, and the remainder from a revolving senior bank loan.
TEA Designation	The Project will be developed within a Targeted Employment Area (TEA) defined as “Rural”, requiring each EB-5 investor to invest a minimum of \$800,000. Please see <i>Exhibit 4</i> for a detailed analysis.
Job Creation Sufficiency	The Project will create 860.9 direct, indirect, and induced jobs from construction, development, and operations which could support 86 EB-5 investors, though only up to 35 investors will invest in this Project, leaving an approximately 146% job buffer.

1.1 Description of the Partnership and Capital Flow

Friona Dairy EB5 Investors Fund LP (the “*Fund*”, the “*NCE*”, and the “*Lender*”) is a limited partnership formed in the State of Texas. The Fund is being organized pursuant to the *EB-5 Reform and Integrity Act of 2022* (the “*EB-5 Program*”) and has been established to make up to a \$28.0 million loan (the “*Loan*”) to Royal AG and Dairy Holdings LLC, a Texas limited liability company (the “*Project Owner*”, the “*JCE*”, and the “*Borrower*”), to finance the development, construction, and operation of a new dairy venture establishing a fully vertically integrated operation on approximately 600 acres, encompassing in-house cattle raising, feedlots, heifer facilities, feed production and processing, milk parlor, and manure management systems located at 2686 County Road 23 in Friona, Parmer County, Texas (“*Dairy Farm*” and the “*Project*”). The Project will be marketed as *Moo Dairy Farms*.

The construction group chosen for the Project is DAIRYSERVICESTX, LLC. The estimated Project cost is about \$101.8 million. The Project is being developed by the JCE (also, known as the “*Developer*”). The individuals responsible for the operations of the Fund and/or Borrower include Sai Konda, Praveena Beeram, Vara Vankayalapati and Satish Singampalli (collectively, the “*Principals*”). Sai Konda is in a position of authority and operates the NCE and JCE. The Developer, together with its respective affiliates engaged in activities relating to the Project, comprise the “*Developer Group*”.

The General Partner of the Fund is Friona Dairy EB5 GP L.L.C, a Texas limited liability company (the “*General Partner*”), and the Limited Partners will include up to 35 EB-5 investors. Pursuant to the terms of the EB-5 Program, up to 35 EB-5 investors will be sponsored State Wide EB5 Regional Center, LLC, which was initially approved by USCIS on March 27, 2015 and received its I-956 approval on July 16,

2025 (the “*Regional Center*”). Since the Project is located in a Targeted Employment Area (“*TEA*”), each investor will place \$800,000 of capital at risk in the Fund. The Fund will use the collective total of up to \$28.0 million in EB-5 funds to loan to the Project.

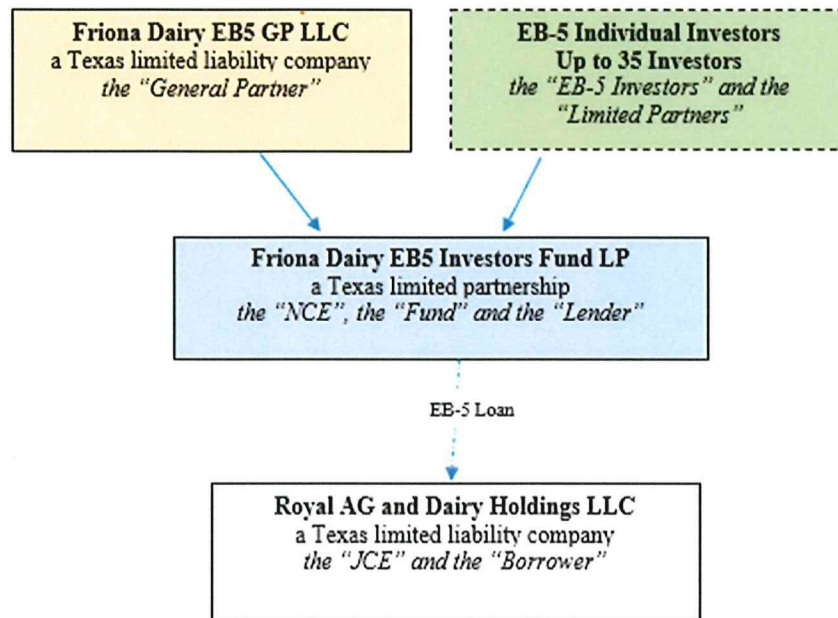


The General Partner will be responsible for ensuring compliance with the EB-5 Program administrative requirements. The JCE will be responsible for the development and overseeing and monitoring construction and operational activities resulting in job creation.

The goal of the Project is to establish and expand a dairy facility and operations while creating new, direct and indirect jobs for the community of Friona, TX and surrounding areas. This project will create 860.9 jobs from construction, development, and operations which could support up to 86 EB-5 investors, though only up to 35 investors will invest in this Project, leaving approximately an 146% job buffer.

See the following organization chart for an example of complete ownership organization details.

Project Entity Organization Chart



Please see *Exhibit 5* as it contains the state registration documents for the aforementioned legal entities.

Fund Administration

The Integrity Act mandates that NCEs must prepare audited financial statements shared with investors or retain a third-party fund administrator to ensure that the capital properly flows to the job creating activity. The NCE has agreed and committed to retaining PRXY Fund Services LLC as its fund administrator pursuant to the integrity provisions of the Integrity Act.

Escrow and Administration

The EB-5 funds and Administrative Fee will be deposited in an escrow account under the NCE's name upon investment. The NCE will enter into an escrow arrangement (the "*Escrow Agreement*") with a reputable national or state chartered bank as escrow agent (the "*Escrow Agent*"). The EB-5 investors will not be entitled to any escrow interest. The Capital Contribution will be deposited and held in escrow until the Escrow Release Conditions described below are met, at which time they will be released to the Company for the latter's deployment in "at-risk" and job creating activity through the Loan to the JCE. The Administrative Fee will be deposited into the escrow account and released directly to the General Partner's bank account from the escrow account.

Each Limited Partner's Capital Contribution and Administrative Fee will be eligible for release to the NCE from the escrow account upon the following criteria: (i) the Form I-956, *Application for Regional Center Designation* for the Regional Center has been submitted to USCIS and has either been approved or is pending adjudication (the "*Regional Center Good Standing Requirement*"); (ii) the Regional Center Good Standing Requirement remains by virtue of timely Integrity Fee payments (as required by USCIS) and timely Form I-956G, Regional Center Annual Statement filings being made; (iii) the I-956F Application for Approval of an Investment in a Commercial Enterprise for the Offering has been filed by the Regional Center (as evidenced by proof of filing of the same), and (iv) the I-526E Petition for a Subscriber has been

filed with USCIS (as evidenced by one of the following: (A) an I-797C Notice of Action issued by USCIS and indicating the I-526E Petition has been received; (B) a letter from the Subscriber's immigration counsel which (1) states that the Subscriber's I-526E Petition has been submitted to USCIS, and (2) includes proof of payment of fees due to USCIS by either a copy of the cashed check image or evidence of a credit card debit by USCIS; or (C) a letter from USCIS which (1) states that the Subscriber's I-526E Petition has been submitted to USCIS, (2) includes the date on which the Subscriber's I-526E Petition was received, (3) states that the Subscriber has a total remaining balance due of \$0.00, and (4) states that USCIS will issue a formal receipt notice for the Subscriber's I-526E Petition when data entry has been completed.

1.2 Project Development Overview

This new venture and development consists of establishing a fully vertically integrated operation on approximately 600 acres, encompassing in-house cattle raising, feedlots, heifer facilities, feed production and processing, milk parlor, and manure management systems located at 2686 County Road 23 in Friona, Parmer County, Texas.

Key Dairy Market Aspects:

1. **Industry Evolution and Strategic Opportunity:** Advances in agricultural technology and evolving industry dynamics have created significant opportunities for operational optimization and vertical integration within the dairy sector. Modern dairy operations can now leverage innovative systems to streamline production, processing, and ancillary business functions into a comprehensive, efficient enterprise model.

2. **Market Consolidation and Growth Trajectory:** The dairy industry is experiencing substantial consolidation, with market dynamics increasingly favoring large-scale, technologically advanced operations over traditional small-scale facilities. This transformation requires a strategic combination of institutional capital, proven operational expertise, and forward-thinking management to achieve sustainable competitive advantage. Industry data demonstrates a clear trend: professionally managed, modernized large-scale dairy operations are expanding while smaller traditional dairies continue to decline in number and market share. By assembling best-in-class management teams, adequate capitalization, and technical expertise, we are well-positioned to capitalize on this definitive market shift toward consolidated, large-scale dairy production.

Business and Operational Key Activities:

Milk Production Optimization: The Project employs advanced analytical tracking systems to monitor milk yield per cow across different breeds and environmental conditions. In large-scale operations, marginal improvements in per-cow production translate to significant revenue gains at volume, necessitating continuous monitoring and data-driven optimization strategies.

Milk Price Risk Management: Given milk's commodity nature and price volatility, the Project implements strategic hedging protocols to protect revenue streams and stabilize cash flows. The Project team conducts ongoing market trend analysis and risk assessment to optimize hedging positions and minimize price exposure.

Quality Assurance and Regulatory Compliance: The Project's dedicated compliance team provides comprehensive training to all personnel on evolving regulatory requirements affecting facility operations

and production standards. The Project maintains a proactive approach to regulatory compliance, ensuring our operations consistently exceed industry standards and anticipate forthcoming regulatory changes.

Herd Management and Nutrition: Effective herd management encompasses precision nutrition programs, strategic segregation of cattle by developmental stage and nutritional requirements, dynamic herd composition adjustments based on market demand, continuous health monitoring, and strict adherence to animal welfare standards.

Breeding Programs and Livestock Trading: Strategic breeding and cattle trading decisions require sophisticated timing to optimize revenue generation and profitability. The Project integrates operational data with market intelligence to inform breeding selections and livestock transaction timing, maximizing genetic improvement and financial returns.

Feed Cost Optimization and Vertical Integration: Feed represents the largest operational expense in cattle production. The Project employs statistical analysis and production metrics to optimize feed formulation and costs while maintaining output quality. Our vertical integration strategy, incorporating on-site feed production, will provide enhanced cost control and supply chain stability essential to large-scale operational model.

Agricultural Production and Strategic Partnerships: The Dairy Farm's location provides access to established agricultural infrastructure and experienced crop farming professionals. The Project is developing exclusive partnerships with local farmers and landowners to secure dedicated feed crop production capacity aligned with our operational requirements.

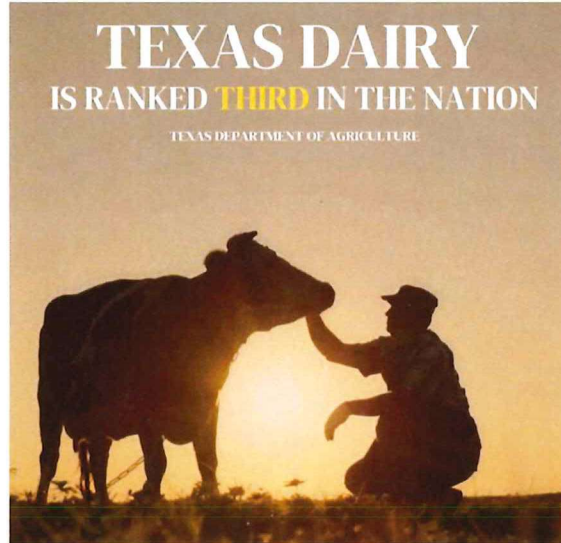
Livestock Health and Biosecurity: Herd health is fundamental to operational success and asset preservation. Optimal animal health drives superior milk production while minimizing mortality and asset loss. The Dairy Farm maintains on-site veterinary capabilities, continuous health monitoring systems, and experienced animal health professionals to ensure the highest standards of livestock welfare and productivity.

Infrastructure and Utility Capacity Planning: Operational expansion requires proactive capacity planning and capital allocation for critical infrastructure including water supply, electrical systems, and manure processing facilities. The Project implements comprehensive utility capacity planning to support current operations and anticipated growth phases.

Facility Maintenance and Asset Management: The Project maintains rigorous preventive maintenance programs and capital improvement schedules to ensure operational continuity, optimize equipment longevity, and protect our substantial capital investments in production infrastructure.

Market Strategy and Tactical Decision-Making

The volatility inherent in both livestock and milk commodity markets demands sophisticated, data-informed strategic planning. Our management team leverages market intelligence and operational analytics to optimize the timing of cattle transactions, breeding decisions, feed procurement and sales, and milk price hedging to maximize profitability across market cycles.



1.3 The Regional Center

State Wide EB5 Regional Center, LLC is qualified to sponsor and administer qualified capital investment projects under the EB-5 program, including the Project. The Regional Center has a geographic scope containing the site of the Project. A copy of the Regional Center's USCIS approval letter and the affiliation agreement with the NCE are attached in *Exhibit 2*.

2.0 MARKET ANALYSIS

2.1 Project Site

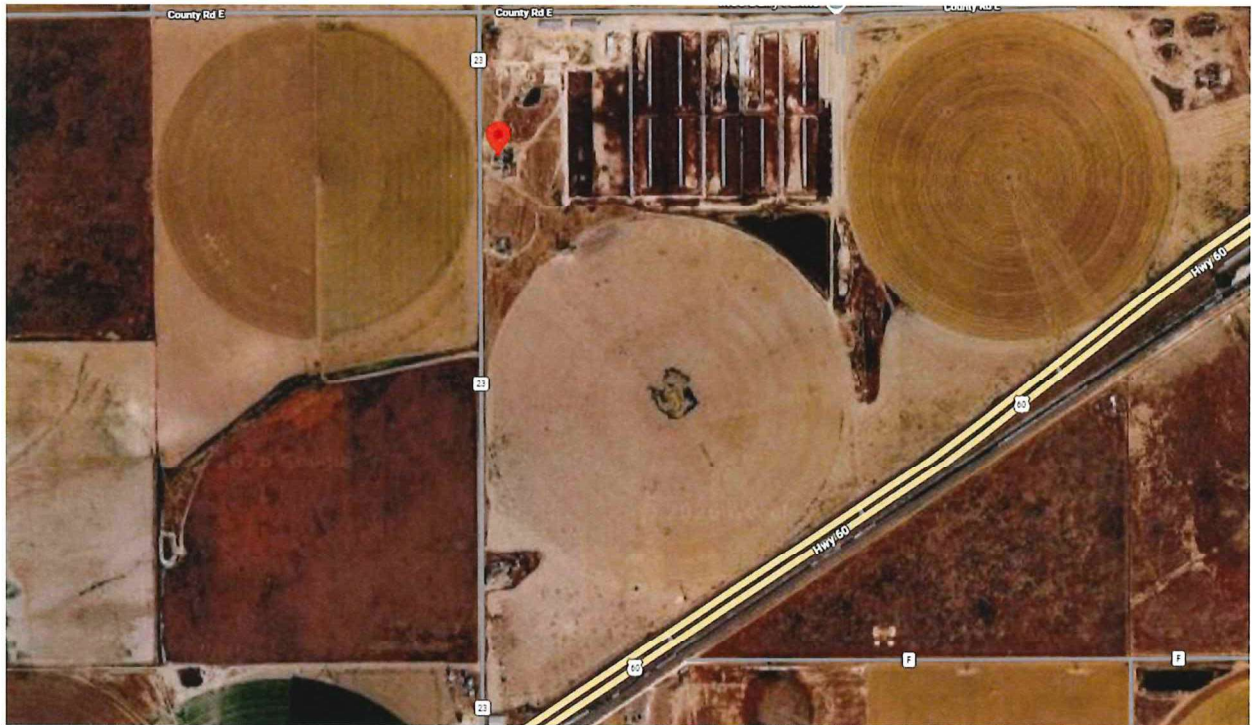
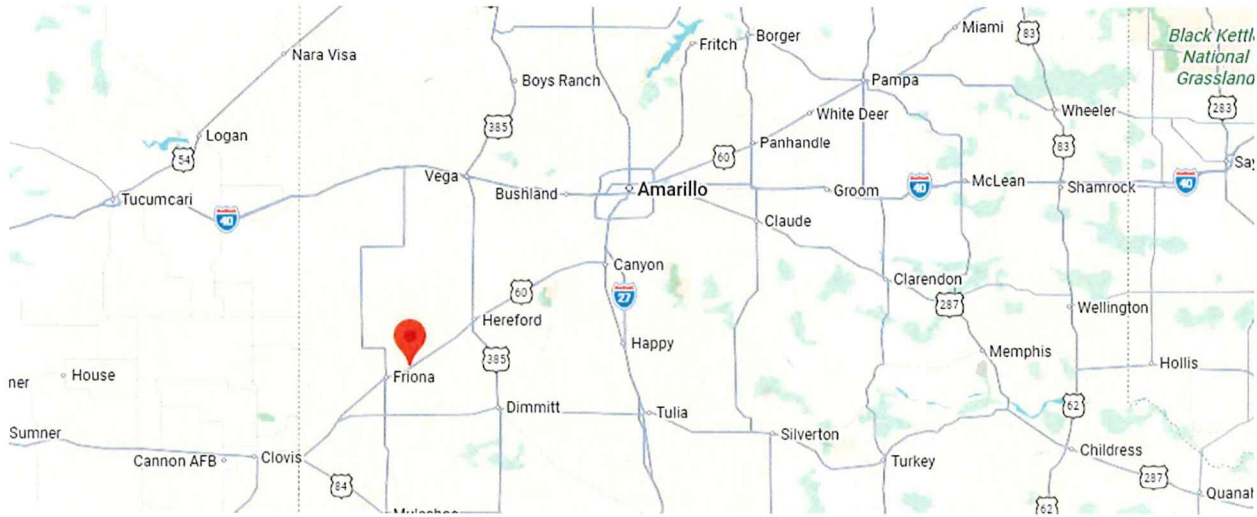
The Project is located at 2686 County Road 23 in Friona, Parmer County, Texas (as illustrated below). This area is generally delineated as follows:

North	County Road East
South	U.S. Highway 60 (aka U.S. Route 60)
East	TX County Road 23A
West	TX County Road 23

Access and Linkages

Primary access to the Project is provided by U.S. Highway 60 (running in an SE-NW direction) which lies south adjacent to the Project site.

Project Site Location within the Local Area



U.S. Route 60 is a major east–west United States highway, traveling 2,655 miles (4,273 km) from southwestern Arizona to the Atlantic Ocean coast in Virginia. US 60 runs in a northeasterly direction across the Texas Panhandle. It enters the state as a four-lane divided highway at Farwell on the Texas–New Mexico border, and heads northeast, intersecting U.S. Route 385 at Hereford. At Canyon, the route begins a concurrency with both U.S. Route 87 and Interstate 27; the three routes are united to Amarillo. At Amarillo, the road crosses Interstate 40 and has a short concurrency with Historic US 66 on Amarillo Boulevard. The road continues as a divided highway, heading northeast to Pampa, where the road goes to two lanes. At Canadian, the route briefly returns to four-lane status and forms a concurrency with U.S. Route 83. US 60 leaves Texas for Oklahoma 2 miles east of Higgins.

Project Site Location within Texas



2.2 Friona, TX Demographic and Economic Review

Friona is a city in and the county seat of Parmer County, Texas. It is part of the Texoma region and is an important Agri-business center. Founded in 1850, the city of Friona was established on a 40-acre tract of land donated by Mary E. Clark. City residents called their new community "Liberty", which proved short-lived, as Liberty, Texas, already existed. One of the original settlers of Parmer County, Colonel William Fitzhugh, suggested that the town be named after General Edmund Pendleton Gaines. Gaines, a United States general under whom Fitzhugh had served, had been sympathetic to the Texas Revolution.



Demographic

In the year of 2023, Friona, TX had a population of 4.12k people with a median age of 39.2 and a median household income of \$72,882. Between 2022 and 2023 the population of Friona, TX declined from 4,125 to 4,116, a -0.218% decrease and its median household income grew from \$67,837 to \$72,882, a 7.44% increase.

The 5 largest ethnic groups in Friona, TX are White (Hispanic) (34.1%), White (Non-Hispanic) (25.4%), Two Races Including Other (Hispanic) (16.1%), Other (Hispanic) (11.9%), and Two Races Excluding Other, & Three or More Races (Hispanic) (7.82%).

None of the households in Friona, TX reported speaking a non-English language at home as their primary shared language. This does not consider the potential multi-lingual nature of households, but only the primary self-reported language spoken by all members of the household. 83.8% of the residents in Friona, TX are U.S. citizens.

In 2023, the median property value in Friona, TX was \$93,400, and the homeownership rate was 75%. Most people in Friona, TX drove alone to work, and the average commute time was 17.4 minutes. The average car ownership in Friona, TX was 2 cars per household.

Economic

The economy of Friona, TX employs 2.04k people. In 2023, the largest industries in Friona, TX were Manufacturing (398 people), Construction (248 people), and Health Care & Social Assistance (214 people), and the highest paying industries were Public Administration (\$94,625), Manufacturing (\$61,394), and Other Services Except Public Administration (\$50,368).

From 2022 to 2023, employment in Friona, TX grew at a rate of 0.892%, from 2.02k employees to 2.04k employees.

The most common job groups, by number of people living in Friona, TX, are Education Instruction, & Library Occupations (219 people), Production Occupations (197 people), and Sales & Related Occupations (188 people).

The most common employment sectors for those who live in Friona, TX, are Manufacturing (398 people), Construction (248 people), and Health Care & Social Assistance (214 people).

[sources: US Census Bureau; datausa.io; Friona Economic Development Corporation]



2.3 Texas Overview

Texas, the Lone Star State, became the 28th state in the United States in 1845. Texas is the largest state in the country, except for Alaska, stretching nearly 1,000 miles (1,600 km) from north to south and about the same distance from east to west, for a total area of 268,820 square miles, or 696,241 square kilometers. Texas is second only to California in terms of population in the United States, with over 29 million people. Texas is comprised of a series of vast region, from fertile coastal plains in the southeast to high plains and mountains in the west and northwest. Near the coast, much of the land is marshy, almost swamp.

The vastness and diversity of Texas are evident in nearly all aspects of its physical features, economy, history, and cultural life. Texas has been a part of the Spanish Empire, Mexico, existed as its own independent republic, and finally the United States. Texans still identify with the raw frontier cowboy image, but the state has changed dramatically over the course of the 20th century. Texas is known today for great agricultural wealth, major oil and natural gas production, industry and finance, huge urban centers with vibrant cosmopolitan life, and endless prairies dedicated to farming and livestock. Texas is also famous for its cuisine, which has been influenced by a range of cultures, including Mexican, Creole, African American, German, Czech, and Native American groups. Specialties include Texas barbecue and street tacos.

2.4 Overview of Texas Dairy Market

The Texas dairy farm market has demonstrated remarkable resilience and growth despite challenging conditions in recent years. While the number of commercial dairy farms declined slightly from 294 at the beginning of 2024 to 284 at the beginning of 2025, the dairy cow herd expanded from 635,000 head in December 2023 to 675,000 in December 2024, signaling industry consolidation toward larger, more efficient operations. Texas milk production rose from 16.6 billion pounds in 2023 to 17.1 billion pounds in 2024, securing the state's position as the nation's third-largest milk producer. This growth occurred even as the national dairy herd contracted, highlighting Texas's increasingly important role in domestic dairy production. The average Texas dairy, particularly in the Panhandle region, operates at significantly larger scale than the national average, with many herds hovering around 4,000 cows.

Market conditions have improved substantially from the difficult 2023 period when drought and low prices challenged profitability. The uniform milk price increased to \$20.55 per hundredweight in January 2025, up from \$18.37 per hundredweight in December 2023, while cheese prices rose from \$16.04 per hundredweight in 2023 to \$18.62 per hundredweight in December 2024. However, rising input costs, particularly feed, transportation, and replacement heifers have partially offset these price gains. Replacement heifer prices surged from approximately \$1,750 in January 2024 to \$2,600 by early 2025, driven by limited availability as producers increasingly breed dairy cows to beef genetics, creating valuable beef-on-dairy calves as an additional revenue stream.

The market outlook for Texas dairy remains positive, supported by significant infrastructure investments that are expanding processing capacity within the state. Cheese plants opened in Amarillo, Lubbock, and southwestern Kansas receiving Texas milk in 2024, with another Central Texas-based milk processing plant expected to open in 2026. This increased local processing capacity is expected to drive continued production growth by reducing transportation costs and strengthening demand for Texas milk.

[Sources: www.agrilifetoday.tamu.edu; www.farmcrediteast.com/en/resources/Industry-Trends-and-Outlooks/Reports/2601KEP_DairyContinuesToBeAGrowthCategory]

2.5 Supply and Demand Analysis

The Texas dairy market experienced significant supply constraints in 2023-2024 due to severe drought conditions, with the state's dairy herd declining from 653,000 cows in 2022 to 635,000 in 2023, though it recovered to 675,000 head by December 2024. On the demand side, Texas is experiencing unprecedented expansion of processing capacity that is expected to significantly increase demand for milk, with four major processing facilities either recently opened or under construction, including cheese plants in Amarillo, Abilene, and Lubbock, plus an H-E-B milk processing plant in San Antonio. Despite supply challenges, Texas milk production rose from 16.6 billion pounds in 2023 to 17.1 billion pounds in 2024, driven by improved productivity per cow and recovering herd numbers. Milk prices strengthened considerably, with the uniform milk price increasing from \$18.37 per hundredweight in December 2023 to \$20.55 per hundredweight in January 2025. The market faces upward price pressure from multiple factors including rising feed and transportation costs, replacement heifer prices surging from \$1,750 to \$2,600, and increased beef-on-dairy breeding reducing available replacement stock. Water scarcity remains the primary long-term supply constraint, particularly in the Texas Panhandle where producers face challenges from limited rainfall and declining well flow rates. Overall, the equilibrium suggests tightening supply meeting robust and growing demand, with new processing capacity expected to absorb increased production and potentially support prices through 2025-2026.

[Source: www.agrilifetoday.tamu.edu]

2.6 Competition

The Friona, Texas dairy market is highly concentrated, with Parmer County ranking first in the state for milk production and having 16 dairies in the immediate area. A new entrant faces substantial competition from established large-scale operations averaging around 4,000 cows, including award-winning operations like High Plains Dairy with 4,400-4,700 cows and A-Tex Dairy with 5,300 cows. The market benefits from strong processing infrastructure, with two cheese plants within 100 miles producing approximately one million pounds of cheese daily, providing reliable demand for local milk. However, competitive advantages are difficult to establish as existing dairies have formed cooperative purchasing arrangements, such as Dairy Services LLC, which provides economies of scale that individual farms cannot match. Water scarcity represents the primary competitive constraint in the region, with well flow rates declining from 400 gallons per minute to 150-200 gallons per minute, creating a significant barrier for new operations seeking to secure adequate irrigation for feed production. The concentration of expertise and infrastructure in Friona creates both opportunities through established supply chains and challenges through entrenched competitive positions held by well-capitalized, multigenerational family operations.

[Sources: www.agrilifetoday.tamu.edu; www.farms.extension.wisc.edu/articles/february-2025-dairy-market-update-us-dairy-industry-overview/]

2.7 Market Feasibility

Market feasibility for a new dairy operation in Friona appears promising due strong demand fundamentals, as industry experts believe there is room for growth in Texas with all the upcoming processing plants, including the Leprino Foods cheese plant in nearby Lubbock scheduled for completion in early 2026. However, water scarcity represents the critical feasibility constraint, with existing operators like Blue Sky Farms expanding to Kansas rather than locally, evidenced by their 23,700-head Twin Circle Dairy breaking ground in Lewis, Kansas instead of expanding in Friona. Capital requirements are substantial, as successful operations in the area typically require 4,000+ cow facilities with advanced technology including automated sorting gates and health monitoring collars to achieve competitive efficiency.

[Sources: www.agrilifetoday.tamu.edu; www.ers.usda.gov/topics/animal-products/dairy/market-outlook]

2.8 Targeted Employment Area

Under the EB-5 program, an EB-5 investor can become eligible to obtain U.S. permanent resident status by investing either US\$1,050,000 or US\$800,000 in a new commercial enterprise in the U.S. To participate in the EB-5 program through investing the lower US\$800,000 amount, the EB-5 investor must invest his/her capital funds into a geographic area that qualifies as a Targeted Employment Area ("*TEA*"). A Targeted Employment Area or TEA is an area that, at the time of investment, is a rural area or a non-rural area which has experienced unemployment that is at least 150 percent of the national average rate. The site of the Project is located in a "Rural" TEA.

2.9 Marketing Strategy

The Dairy Farm will prioritize securing long-term contracts with the rapidly expanding regional processing infrastructure, particularly targeting cheese plants that opened in Amarillo, Lubbock and southwestern Kansas receiving Texas milk in 2024, along with the anticipated Central Texas processing plant opening in 2026. Joining an established cooperative like Lone Star Milk Producers, which represents approximately 105 farms producing 3 billion pounds of milk annually, will provide immediate market access, collective bargaining power, and marketing logistics support that individual operations cannot match. The marketing strategy should emphasize operational efficiency and consistency to differentiate from competitors, focusing on maintaining premium component levels since protein premiums have hit \$1.40-1.75 per hundredweight in current markets. Building relationships with local heifer raisers and feed suppliers through cooperative purchasing arrangements, similar to the established Dairy Services LLC model used by existing Friona operations, would secure critical input supplies and potentially reduce costs through economies of scale.

3.0 FINANCIAL ANALYSIS

3.1 General

The Project calculates via its pro forma below that the development of Project will achieve profitability as soon after construction is finalized as the units will be sold to medical practices. Further, the Fund anticipates that each EB-5 investor will achieve a return on its investment, and a minimum of 10 EB-5 qualified jobs will be created for each EB-5 investor.

3.2 Investment & Construction Timeline

A project timeline, sources and uses of funds for the project and pro forma financial information are shown below.

Development & Investment Timeline

2025 Startup Plans:

- Close on the land.
- Renovate and upgrade the parlor capacity to milking 10000 cows.
- Upgrade and build out pens and other facilities like manure recycling to hold 5000 cows.
- Setup operational teams and procedures for the scale up.
- Establish vendor and supplier relations for the scale up.

2026 Expansion Plans:

- Expand facilities to support 10000 matured cows.

- Add the new cow pens.
- Manure processing ponds to hold 10000 cows.
- Improve the utilities - Water and Electricity capacities.
- Employee housing units onsite.
- Add new commodity barns.
- Launch new operational capacity to hold 1500 babies by building hutch facility - To hold cattle babies of age 0-3 months.

2027 Expansion Plans:

- Build additional pens to house transitional heifers- facility for housing 3 months to 9 month ages - Facility supports 2000 head counts
- Build facilities to house feed lots to house 9 months - 2 years of age- Supports 4000 head counts.

2028 Expansion Plans:

- Lease land for silage production.
- Establish silage production and trading process. Excess silage is sold.
- Expand pens capacity to hold additional 2000 matured cows making total matured cows capacity to 12000.

2029 Operational Plans:

- Stabilize and optimize integrated operations
- Build anaerobic digesters to produce renewable energy from Manure

3.3 Sources of Capital

The sources of the proceeds for this project are as follows:

Source of Funds	Amount	Percentage
EB-5 Loan	\$28,000,000*	27.5%
Senior Revolving Bank Loan	\$12,000,000	11.8%
Equity	\$40,891,000	40.1%
Private Bridge Loan	\$12,000,000	11.8%
Property Refinancing	\$8,950,000	8.8%
TOTAL:	\$101,841,000	100.00%

*In the event the Fund has less than a full EB-5 investor raise, senior bank financing and/or other equities will be increased to cover such shortfall.

The JCE has contemplated and may use a bridge loan or bridge equity as necessary means to accommodate the adjudication and EB-5 capital raising timeline that otherwise may delay construction. The NCE expects to be able to subscribe and place EB-5 capital before the commencement of any construction; However, the JCE may seek bridge financing options with the intent to replace such bridge financing (including currently placed sponsor monies) with immigrant investor subscribed EB-5 capital after construction commences.

3.4 Use of Capital and Construction Costs

The proceeds received from the Offering will be used to help finance the development of the Project. The breakdown of use of funds is below:

Activity	Costs
Land / Existing Buildings Purchase	\$3,062,000
Hard Costs	
<i>Upgrade to 10,000 Milking</i>	
Demolition Milk Parlor	\$500,000
Rebuild cow pens - Dirt work	\$3,140,000
Rebuild Shades	\$150,000
Rebuild water tanks/wells	\$750,000
Rebuild flooring	\$500,000
Rebuild 80 X80 parlor	\$1,100,000
Build new Milking loading area	\$400,000
Build new cow holding area	\$500,000
Milking pulsation etc.	\$1,300,000
Rebuild Mechanical Room	\$500,000
Rebuild wall protectors	\$150,000
Concrete	\$1,000,000
Design and Engineering	\$60,000
Roofing	\$50,000
Caulking & Waterproofing	\$300,000
Glass & Gazing , Doors	\$25,000
Painting	\$20,000
Plumbing	\$550,000
Mechanical. HVAC	\$100,000
Electrical	\$600,000
Construction Cost Contingency	\$1,050,000
On site Employee Housing	\$550,000
<i>Farm Equipment</i>	
Trucks/Trailers	\$625,000
Loaders/Tractors	\$3,000,000

New Construction

Pen 1	\$1,500,000
Pen 2	\$1,500,000
Pen 3	\$1,500,000
Pen 4	\$1,500,000
Pond	\$2,700,000
Generator	\$200,000
Manure Separator	\$500,000
Commodity barn	\$1,000,000

Heifer Facility

Day old to 6 months	\$3,000,000
Additional Dairy Mechanical Equipment	\$1,500,000
Day old to 6 months to 18 months	\$4,000,000
Add additional capacity to the existing POD	\$1,500,000

Digestor

<i>Anaerobic Digestor²</i>	\$16,500,000
---------------------------------------	--------------

Total Hard Costs **\$53,820,000**

Soft Costs

Access Control / CCTV	\$16,000
Computer Hardware & Software	\$10,000
Furniture Fixtures & Equipment not listed	\$1,000
Inventory & Operating Equipment	\$2,000
Legal HR and Compliance	\$15,000
Organizational Expense	\$10,000
Real Estate Taxes	\$40,000
Signage	\$5,000

Total Soft Costs **\$99,000**

Other

Construction Period Interest	\$5,000,000
------------------------------	-------------

² According to the project developers, the anaerobic digester is anticipated to be manufactured in the United States, and so is included in the job creation model.

General Contractor Fee	\$2,860,000
Working Capital - Cow Purchase	\$30,000,000
Working Capital - Feed Purchase	\$7,000,000
Other - Subtotal	\$44,860,000
<hr/>	
Total	\$101,841,000

3.5 Permits

Below is a table of permits required for the Project.

PERMIT	ISSUING AGENCY	PERMIT DATE	EXPECTED DATE
Milking Permit	Texas Department of State Health Services	10/3/2025; renewal 8/31/2027	
Concentrated Animal/ Herd Operations – up to 6800 Cattle	Texas Commission on Environmental Quality	8/18/2025	
Concentrated Animal/ Herd Operations – up to 14,500 Cattle	Texas Commission on Environmental Quality		Q3 2026

Please see *Exhibit 11* for permits and permit applications submitted for the Project.

3.6 Materials Sourcing

Construction materials will be sourced through the builder as an essential part of the construction contract. *Exhibit 8* provides the architects plan for the Project.

3.7 Financial Pro Forma

Based upon the pro forma financial projections (included below), the General Partner believes the Project will generate positive returns on investment.

	2026			2027			2028			2029			2030		
	Income	Expenses	Profit/Loss	Income	Expenses	Profit/Loss	Income	Expenses	Profit/Loss	Income	Expenses	Profit/Loss	Income	Expenses	Profit/Loss
Income	\$ 19,417,000.00	\$ 2,017,166.67	\$ 17,399,833.33	\$ 27,275,000.00	\$ 3,462,500.00	\$ 23,812,500.00	\$ 34,320,000.00	\$ 3,462,500.00	\$ 30,857,500.00	\$ 36,500,000.00	\$ 2,850,000.00	\$ 33,650,000.00	\$ 36,500,000.00	\$ 2,850,000.00	\$ 33,650,000.00
Class IV milk sales	\$ 19,417,000.00		\$ 19,417,000.00	\$ 27,275,000.00		\$ 27,275,000.00	\$ 34,320,000.00		\$ 34,320,000.00	\$ 36,500,000.00		\$ 36,500,000.00	\$ 36,500,000.00		\$ 36,500,000.00
Bull sales	\$ 2,017,166.67		\$ 2,017,166.67	\$ 3,071,666.67		\$ 3,071,666.67	\$ 3,462,500.00		\$ 3,462,500.00	\$ 2,850,000.00		\$ 2,850,000.00	\$ 2,850,000.00		\$ 2,850,000.00
Cull cow sales ZZZ	\$ 931,571.67		\$ 931,571.67	\$ 2,128,665.00		\$ 2,128,665.00	\$ 2,468,912.50		\$ 2,468,912.50	\$ 2,632,400.00		\$ 2,632,400.00	\$ 2,632,400.00		\$ 2,632,400.00
Heifers Sales				\$ -		\$ -	\$ 3,187,500.00		\$ 3,187,500.00	\$ 8,250,000.00		\$ 8,250,000.00	\$ 8,250,000.00		\$ 8,250,000.00
Natural Gas Income				\$ -		\$ -	\$ -		\$ -	\$ 2,100,000.00		\$ 2,100,000.00	\$ 2,540,000.00		\$ 2,540,000.00
Total	\$ 22,365,738.33	\$ 30,065,980.50	\$ (7,700,242.17)	\$ 32,275,331.67	\$ 46,387,480.00	\$ (14,112,148.33)	\$ 43,538,912.50	\$ 50,737,060.00	\$ (7,198,147.50)	\$ 52,332,400.00	\$ 52,240,600.00	\$ 92,800.00	\$ 52,873,400.00	\$ 51,760,600.00	\$ 1,112,800.00
DIRECT EXPENSES															
Equipment/ auto fuel		\$ 168,000.00	\$ (168,000.00)		\$ 380,000.00	\$ (380,000.00)		\$ 450,000.00	\$ (450,000.00)		\$ 480,000.00	\$ (480,000.00)		\$ 480,000.00	\$ (480,000.00)
Breed, Vet, Nur, DHI		\$ 252,000.00	\$ (252,000.00)		\$ 582,000.00	\$ (582,000.00)		\$ 675,000.00	\$ (675,000.00)		\$ 720,000.00	\$ (720,000.00)		\$ 720,000.00	\$ (720,000.00)
ENVIRO-consulting		\$ 2,000.00	\$ (2,000.00)		\$ 2,000.00	\$ (2,000.00)		\$ 24,000.00	\$ (24,000.00)		\$ 24,000.00	\$ (24,000.00)		\$ 24,000.00	\$ (24,000.00)
Dues, Off, Tel, Dona		\$ 12,000.00	\$ (12,000.00)		\$ 12,000.00	\$ (12,000.00)		\$ 12,000.00	\$ (12,000.00)		\$ 12,000.00	\$ (12,000.00)		\$ 12,000.00	\$ (12,000.00)
Legal & Acct		\$ 48,000.00	\$ (48,000.00)		\$ 48,000.00	\$ (48,000.00)		\$ 48,000.00	\$ (48,000.00)		\$ 48,000.00	\$ (48,000.00)		\$ 48,000.00	\$ (48,000.00)
Garbage		\$ 18,000.00	\$ (18,000.00)		\$ 18,000.00	\$ (18,000.00)		\$ 18,000.00	\$ (18,000.00)		\$ 18,000.00	\$ (18,000.00)		\$ 18,000.00	\$ (18,000.00)
Supplies		\$ 478,800.00	\$ (478,800.00)		\$ 1,105,800.00	\$ (1,105,800.00)		\$ 1,282,500.00	\$ (1,282,500.00)		\$ 1,386,000.00	\$ (1,386,000.00)		\$ 1,386,000.00	\$ (1,386,000.00)
Utilities		\$ 180,000.00	\$ (180,000.00)		\$ 180,000.00	\$ (180,000.00)		\$ 180,000.00	\$ (180,000.00)		\$ 180,000.00	\$ (180,000.00)		\$ 180,000.00	\$ (180,000.00)
Total	\$ 1,158,800.00	\$ 2,335,800.00	\$ 1,177,000.00	\$ 2,689,500.00	\$ 5,205,200.00	\$ 2,515,700.00	\$ 2,850,000.00	\$ 5,205,200.00	\$ 2,350,000.00	\$ 5,205,200.00	\$ 2,850,000.00	\$ 2,350,000.00	\$ 5,205,200.00	\$ 2,850,000.00	\$ 2,350,000.00
HI Group feed cost		\$ 11,550,200.00	\$ (11,550,200.00)		\$ 17,709,000.00	\$ (17,709,000.00)		\$ 20,592,000.00	\$ (20,592,000.00)		\$ 21,170,000.00	\$ (21,170,000.00)		\$ 21,170,000.00	\$ (21,170,000.00)
DRY Group feed cost		\$ 812,910.00	\$ (812,910.00)		\$ 1,239,630.00	\$ (1,239,630.00)		\$ 1,441,400.00	\$ (1,441,400.00)		\$ 1,236,400.00	\$ (1,236,400.00)		\$ 1,236,400.00	\$ (1,236,400.00)
Raising Heifers at Third Party site/Inhouse		\$ 718,070.50	\$ (718,070.50)		\$ 2,951,500.00	\$ (2,951,500.00)		\$ 3,487,500.00	\$ (3,487,500.00)		\$ 3,720,000.00	\$ (3,720,000.00)		\$ 3,720,000.00	\$ (3,720,000.00)
Trucking milk		\$ 970,850.00	\$ (970,850.00)		\$ 1,475,750.00	\$ (1,475,750.00)		\$ 1,716,000.00	\$ (1,716,000.00)		\$ 1,825,000.00	\$ (1,825,000.00)		\$ 1,825,000.00	\$ (1,825,000.00)
Insurance		\$ 180,000.00	\$ (180,000.00)		\$ 240,000.00	\$ (240,000.00)		\$ 240,000.00	\$ (240,000.00)		\$ 240,000.00	\$ (240,000.00)		\$ 240,000.00	\$ (240,000.00)
bedding cow/calfs		\$ 120,000.00	\$ (120,000.00)		\$ 240,000.00	\$ (240,000.00)		\$ 240,000.00	\$ (240,000.00)		\$ 240,000.00	\$ (240,000.00)		\$ 240,000.00	\$ (240,000.00)
Memberships/Inspection Fees		\$ 36,000.00	\$ (36,000.00)		\$ 60,000.00	\$ (60,000.00)		\$ 60,000.00	\$ (60,000.00)		\$ 60,000.00	\$ (60,000.00)		\$ 60,000.00	\$ (60,000.00)
Repairs		\$ 480,000.00	\$ (480,000.00)		\$ 900,000.00	\$ (900,000.00)		\$ 900,000.00	\$ (900,000.00)		\$ 900,000.00	\$ (900,000.00)		\$ 900,000.00	\$ (900,000.00)
Semen		\$ 725,900.00	\$ (725,900.00)		\$ 1,105,800.00	\$ (1,105,800.00)		\$ 1,282,500.00	\$ (1,282,500.00)		\$ 1,368,000.00	\$ (1,368,000.00)		\$ 1,368,000.00	\$ (1,368,000.00)
Miscellaneous		\$ 540,000.00	\$ (540,000.00)		\$ 900,000.00	\$ (900,000.00)		\$ 900,000.00	\$ (900,000.00)		\$ 900,000.00	\$ (900,000.00)		\$ 900,000.00	\$ (900,000.00)
Office/Admin/Mgmt Overtime		\$ 600,000.00	\$ (600,000.00)		\$ 600,000.00	\$ (600,000.00)		\$ 600,000.00	\$ (600,000.00)		\$ 600,000.00	\$ (600,000.00)		\$ 600,000.00	\$ (600,000.00)
Growing own Silage/feed		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
Own Feed cost recapture		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
Total	\$ 16,833,930.50	\$ 27,421,680.00	\$ 10,587,749.50	\$ 27,421,680.00	\$ 31,459,440.00	\$ 4,037,760.00	\$ 31,459,440.00	\$ 32,249,400.00	\$ 5,789,960.00	\$ 32,249,400.00	\$ 3,249,400.00	\$ 29,000,000.00	\$ 32,249,400.00	\$ 3,249,400.00	\$ 29,000,000.00
Employees		\$ 1,971,000.00	\$ (1,971,000.00)		\$ 1,971,000.00	\$ (1,971,000.00)		\$ 1,971,000.00	\$ (1,971,000.00)		\$ 1,971,000.00	\$ (1,971,000.00)		\$ 1,971,000.00	\$ (1,971,000.00)
Dairy Mortgage Refi		\$ 576,000.00	\$ (576,000.00)		\$ 540,000.00	\$ (540,000.00)		\$ 516,000.00	\$ (516,000.00)		\$ 480,000.00	\$ (480,000.00)		\$ 480,000.00	\$ (480,000.00)
Bridge Loan		\$ 3,000,000.00	\$ (3,000,000.00)		\$ 3,000,000.00	\$ (3,000,000.00)		\$ 3,000,000.00	\$ (3,000,000.00)		\$ 3,000,000.00	\$ (3,000,000.00)		\$ 3,000,000.00	\$ (3,000,000.00)
AG Credit Borrowing Base		\$ 1,008,000.00	\$ (1,008,000.00)		\$ 1,008,000.00	\$ (1,008,000.00)		\$ 1,008,000.00	\$ (1,008,000.00)		\$ 1,008,000.00	\$ (1,008,000.00)		\$ 1,008,000.00	\$ (1,008,000.00)
Additional CapEx 2026		\$ 1,200,000.00	\$ (1,200,000.00)		\$ 1,200,000.00	\$ (1,200,000.00)		\$ 1,200,000.00	\$ (1,200,000.00)		\$ 1,200,000.00	\$ (1,200,000.00)		\$ 1,200,000.00	\$ (1,200,000.00)
Additional CapEx 2028		\$ 914,750.00	\$ (914,750.00)		\$ 720,000.00	\$ (720,000.00)		\$ 720,000.00	\$ (720,000.00)		\$ 720,000.00	\$ (720,000.00)		\$ 720,000.00	\$ (720,000.00)
Additional CapEx 2029		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -
Cow Lease Rent payments		\$ 914,750.00	\$ (914,750.00)		\$ 1,854,500.00	\$ (1,854,500.00)		\$ 2,306,250.00	\$ (2,306,250.00)		\$ 1,680,000.00	\$ (1,680,000.00)		\$ 1,680,000.00	\$ (1,680,000.00)
Total	\$ 7,613,500.00	\$ 8,332,500.00	\$ 719,000.00	\$ 8,332,500.00	\$ 9,150,750.00	\$ 818,250.00	\$ 8,332,500.00	\$ 9,150,750.00	\$ 818,250.00	\$ 9,150,750.00	\$ 818,250.00	\$ 8,332,500.00	\$ 9,150,750.00	\$ 818,250.00	\$ 8,332,500.00
Living Expenses		\$ 120,000.00	\$ (120,000.00)		\$ 120,000.00	\$ (120,000.00)		\$ 120,000.00	\$ (120,000.00)		\$ 120,000.00	\$ (120,000.00)		\$ 120,000.00	\$ (120,000.00)
Equipment Loans & BIDL Payment		\$ 540,000.00	\$ (540,000.00)		\$ 504,000.00	\$ (504,000.00)		\$ 504,000.00	\$ (504,000.00)		\$ 504,000.00	\$ (504,000.00)		\$ 504,000.00	\$ (504,000.00)
replacement cattle		\$ 1,287,750.00	\$ (1,287,750.00)		\$ 4,702,500.00	\$ (4,702,500.00)		\$ 3,517,470.00	\$ (3,517,470.00)		\$ 4,138,200.00	\$ (4,138,200.00)		\$ 4,138,200.00	\$ (4,138,200.00)
Total	\$ 2,487,750.00	\$ 5,336,500.00	\$ 2,848,750.00	\$ 46,387,480.00	\$ 50,737,060.00	\$ (4,349,580.00)	\$ 46,387,480.00	\$ 50,737,060.00	\$ (4,349,580.00)	\$ 46,387,480.00	\$ 50,737,060.00	\$ (4,349,580.00)	\$ 46,387,480.00	\$ 50,737,060.00	\$ (4,349,580.00)
INDIRECT COSTS															
Total	\$ 330,065,980.50	\$ 330,065,980.50	\$ -	\$ 330,065,980.50	\$ 330,065,980.50	\$ -	\$ 330,065,980.50	\$ 330,065,980.50	\$ -	\$ 330,065,980.50	\$ 330,065,980.50	\$ -	\$ 330,065,980.50	\$ 330,065,980.50	\$ -

Summary: Based on the table above, the Project will generate profit. For an in-depth review, please see *Exhibit 6*.

3.8 Summary Terms for the EB-5 Loan

<i>Loan Amount:</i>	Up to \$28,000,000
<i>Interest Rate:</i>	Four percent (4.0%) fixed, per annum (the “ Base Rate ”).
<i>Closing Fee:</i>	No Closing Fee
<i>Maturity Date:</i>	Four (4) years from the first disbursement of Loan proceeds, subject to two (2), one (1)-year extension options at the sole discretion of the Borrower (the “ Maturity Date ”). Furthermore, the Lender shall have the option to extend the term of the loan an unlimited number of times for additional periods of six months at a time, provided that any such extensions may only apply with respect to funds from EB-5 Investors who have not completed their Sustainment Period (defined below).
<i>Payments:</i>	Interest only at the Base Rate will accrue (non-compounded) and be payable yearly as set forth in the Loan. The Borrower will make one lump sum payment for the Loan Amount plus any accrued and unpaid interest on the Maturity Date.
<i>EB-5 Job Creation:</i>	The Borrower will be required to provide proof to the Fund of the creation of at least 10 EB-5 Jobs per Limited Partner within 2.5 years after I-526E adjudication, so that, if the total amount of the Loan is \$28,000,000, 350 or more EB-5 Jobs must be created within 2.5 years after I-526E adjudication.
<i>Loan Prepayment:</i>	The Loan may be prepaid prior to the Maturity Date, provided that the following conditions are met: (i) the requisite minimum number of jobs have been created for each EB-5 Investor; (ii) if the amount of the prepayment is attributable to an EB-5 Investor who has not completed their Sustainment Period, the NCE must reinvest the proceeds in accordance with USCIS policy; and (iii) all of the EB-5 Investor’s Capital Contribution has been spent in the Project; and (iv) the prepayment will not materially and

adversely affect an EB-5 Investor's I-829 petition or violate any relevant laws or USCIS policies.

Other Indebtedness:

The Borrower plans to obtain financing from a senior lender.

Subordinated Position

The Borrower plans to obtain senior financing; thus, the EB-5 Loan will be subordinate debt financing.

3.9 Foreign Investor Return on Investment

The opportunity for limited partner profits from the Partnership will be generated through interest income from the Project Owner to the Fund. Return for foreign investors is specified in the Limited Partnership Agreement.

Exit Strategy

The Borrower intends to pay the outstanding principal amount of the EB-5 Loan plus any accrued but unpaid interest on the Maturity Date by (i) refinancing the Loan with institutional banks or (ii) selling the Project as described below:

Per USCIS policy, an EB-5 investment must be expected to stay invested in the Project for at least two (2) years, provided job creation and other applicable requirements are met. Further, USCIS considers the two (2) year period to begin from the date the capital is contributed to the JCE under the EB-5 Loan (the "*Sustainment Period*"). Henceforth, the Project shall have the right to redeploy/reinvest the EB-5 proceeds if it is repaid such capital prior to expiration of the Sustainment Period. Such EB-5 investors' principal investment will not be returned and will remain at risk until the expiration of Sustainment Period, consistent with USCIS requirements at the relevant time.

However, in March 2024, Invest in the USA, a trade association representing regional centers, filed a lawsuit challenging USCIS's interpretation of the Sustainment Period. The lawsuit could result in the reversion of the sustainment period to lasting until the end of each investor's period of conditional residence or some other time period that is longer than the current interpretation. In such an event, the Fund would be required to redeploy each investor's Capital Contribution to keep the funds "at-risk", or risk the investor being unable to obtain the benefits of the EB-5 Program.

If the Borrower were to refinance the Loan or sell any portion of the Project prior to the expiration of the sustainment period of some or all of the Limited Partners without "carving out" the Loan from such transaction, such Limited Partners might be found by USCIS to have failed to maintain their investment at risk in the Project and might not be able to obtain removal of conditions. Therefore, if, at any time during the sustainment period for any Limited Partner, any Loan amount is prepaid, the General Partner will have the individual option to reinvest the remaining Subscription Amount of the Limited Partner who has not completed his/her sustainment period in alternate investments that qualify under the EB-5 Program for the purpose of preserving such Limited Partner's "at-risk" investment and eligibility for removal of conditions on permanent residence. An EB-5 investment is "at risk" if the capital is actually and fully invested, with a risk of loss and a chance for gain, and fully deployed in an active job-creating entity. Moreover, upon a sale or refinance of the Project, the EB-5 Investors the Fund will pay back the EB-5 Investors ONLY upon the later of i) the at-risk time period as defined by the regulations; or ii) when the funds are available to JCE.

These transactions implicate USCIS policies regarding reinvestment of proceeds from early liquidation that are not settled and are currently in development. Reinvested funds are expected to involve risk and could be lost. The use of reinvested funds is now unpredictable and will be subject to the risks of the industry and the conditions of the investment. USCIS has not set clear policy on the extent to which reinvestment might be considered to constitute a “maintenance of investment” making possible the approval of subscribers’ petition to remove conditions.

3.10 Cautionary Statements Regarding Projections

The forward-looking statements included herein are also based on certain current budgeting considerations, and other assumptions relating to the ability of the Partnership to obtain returns for the investors in the project, Royal AG and Dairy Holdings LLC, successfully market its services, procure sufficient capital to expand operations, and maintain strict regulatory procedures while conducting business. Assumptions relating to the proceeding and foregoing information involve judgments by the Partnership that are difficult to predict accurately and are subject to numerous factors that may materially affect the Partnership’s results.

Budgeting, investment, and other managerial decisions are subjective and are thus susceptible to interpretations and periodic revisions based on actual experience and business developments. The impact of such revisions may cause the Partnership to alter budgets and amend strategies, any or all of which may materially affect the Partnership’s results.

The foregoing considerations, as well as a variety of other factors not set forth herein, could cause the actual results and experience of the Partnership to differ widely or materially from the anticipated results or other expectations in the forward-looking statements.

The Partnership has prepared projections regarding the anticipated financial performance of the Project. The projections may be based on certain assumptions that may prove to be inaccurate and that are subject to future conditions that may be beyond the control of the Partnership, such as the general industry conditions. The Partnership may experience unanticipated costs or lower revenues than forecasted. There are no assurances that the results that may be shown in the projections would in fact be realized by the Partnership. The projections have been prepared by the Partnership in consultation with experts in the field. However, since the projections are based upon numerous assumptions, which may or may not prove to be true, neither the independent experts or counsel to the Partnership can provide any level of assurance with respect to any of them.

Many of these risks are described in the private placement memorandum, and such statements are incorporated herein by reference.

For all of the foregoing reasons, actual results may vary materially from the forward-looking statements and there are no assurances that the assumptions used are necessarily the most likely to occur. Additionally, when used in this memorandum, the words “believes,” “anticipates,” “intends,” “expects,” “plans,” “projects,” as well as similar words are intended to identify forward-looking statements. All such statements are based on the Partnership’s expectations and are subject to a number of risks and uncertainties, many of which are beyond the Partnership’s control. In light of these risks and uncertainties, there can be no assurance that the forward-looking statements contained herein will in fact occur. Neither the Partnership, nor the Project Owner that undertakes any obligation to publicly release the results of any revisions to these forward-looking statements that may be made to reflect any future events or circumstances.

3.11 Independent Advice

No Person should construe the contents of this business plan or any written or oral communication from the Partnership or the employees, agents or affiliates of the Partnership, as advice of any kind, including without limitation, tax, legal, accounting or investment advice. Prospective investors should consult its/their own independent advisors, including legal counsel, in connection with the rights and obligations relating to an investment in the Partnership.

4.0 EMPLOYMENT AND STAFFING

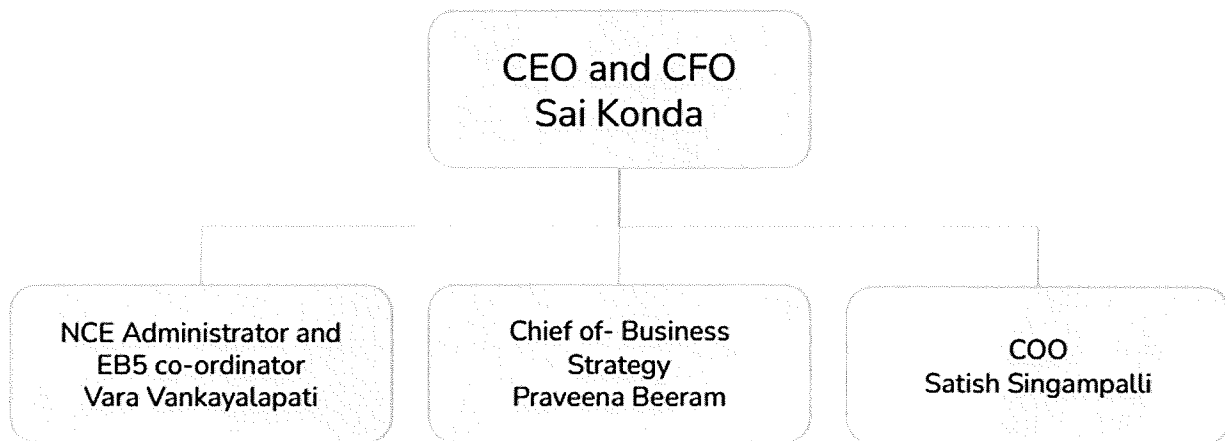
It is anticipated that the Project will create approximately 860.9 jobs from construction, development, and operations which could support 86 EB-5 investors, though only up to 35 EB-5 investors will invest in this Project, leaving an approximately 146% job buffer.

The economic analysis makes use of the updated cost and revenue figures specific for this project as described above in this plan. The Economic Study was performed using a bill of goods approach with RIMS II multipliers. Construction employment is derived through expenditure modeling based upon detailed construction cost figures supplied by the Development Group. The EB-5 qualifying costs from the construction budget were deflated and applied to an industry-specific multiplier. Only indirect and induced impacts resulting from the construction activities are considered EB-5 qualifying in this analysis. Similarly, estimated revenue was applied to an appropriate industry specific multiplier to determine the indirect and induced impacts of operations. Finally, no tenant jobs are included in the analysis.

Verification at the I-829 stage of the EB-5 process will be invoices, payments, and other records of expense on design and construction. Jobs based on operational revenue would be verified through generally accepted accounting records.

4.1 Job Creation

The JCE's primary job-creating activity is primarily the construction associated with opening the Project. Based on the Economic Study, the Project Owner's job-creating activity is projected to generate 860.9 EB-5 Jobs using the RIMS II final demand multiplier (see *Exhibit 4*).



Further, below please note that the Project is expected to house the following W-2 Employees.

Role	Job Desc
Freshers	Taking care of post-delivery cows
Milkers	Milkers milking in two shifts
Foot Trimmer	Maintenance of each cow feet
Outside	Taking care of outside activities around the dairy, like swapping the cows across pens, pushing the cows for milking etc.
Maintenance	Taking care of all farm equipment maintenance
Feeder	Mixing the ingredients and feeding to the cows at regular intervals
BREEDER	Breeding the cows
Hospital	Taking care of sick cows
Maternity	Take care of just born baby and mama cows
TRACTOR	Cleaning the pens
Heard manager	Overseeing the Cows welfare
General manager	Oversee the daily dairy operations

5.0 MANAGEMENT

5.1 Developer Overview and NCE and JCE Management Team

Sai Konda

Sai Konda is a Chief Information Officer at zapcg.com with over 27 years of IT experience and a serial entrepreneur managing over 2500 acres of land banking with a passion for lifelong learning. He also is a global investor in brewery industry, He excels at realizing business visions by leveraging technology creatively to address both strategic and tactical challenges in a cost-effective and timely manner. His unique combination of strategic, operational, and technological leadership has helped to drive disruptive results in IT business. He also has significant passion and a serious investor in equity markets. He will be focused on managing finances and what-if models to maximize profits for the dairy.

Satish Singampalli

Satish Singampalli is a seasoned IT executive with over 28 years of expertise in the industry, currently serving as the Director at NEOMED, a prominent medical billing company. Alongside his IT career, Satish has also established himself as an investor in agricultural land and commercial real estate. Drawing inspiration from his grandparents, who were involved in small-scale rice farming and livestock raising, Satish has developed a strong passion for farming. With a deep-rooted interest in agriculture and a belief that now is the ideal moment to pursue this passion, he aims to blend his technology-driven background with the traditional practices of farming to create a modern, sustainable agricultural venture. Satish will be on site full time at Dairy farm, plan to be there in person starting April, 2025 and learning tricks of the trade working closely with William on Day to day operations.

Praveena Beeram

Praveena, a Senior IT Executive with over 15 years of experience in banking industry and a successful serial entrepreneur managing 20,000 acres of land banking across united states, has a profound passion for

agriculture. Raised in a farming family, gained hands-on experience from a young age, helping his parents cultivate lime, paddy, and groundnuts. Now, eager to return to the farming business here in united states. She has been working with farmers for past 4 years through long term land leases.

Vara Vankayalapati

Vara Vankayalapati is a seasoned business professional with diversified interests in capital formation and investment management across multiple industries. He has demonstrated strong expertise in real estate ventures, including construction, land banking, and building materials, as well as technology-driven businesses.

Vara has a proven ability to transform innovative ideas into practical prototypes and successfully bootstrap operational ventures in collaboration with market experts and industry professionals. He is particularly passionate about building scalable businesses and managing growth-oriented enterprises.

5.2 Engineer



Enviro-Ag Engineering, Inc.

Let Enviro-Ag put our combined 320+ years of experience to work for you. With a staff of 32 experienced professionals in the fields of engineering, drafting, surveying, nutrient management, animal science, regulatory permitting and compliance, we can assess the needs of your facility and help you implement Best Management Practices and Standard Operating Procedures to enhance regulatory compliance and improve sustainability.

For more information, please see <https://www.enviroag.com/>.

5.3 General Contractor

DAIRYSERVICESTX LLC

William Matthew Woodie is a third-generation dairyman and agricultural entrepreneur with decades of hands-on experience in dairy ownership, agricultural operations, and infrastructure development.

Raised in Laurel Springs, North Carolina, William began working on his family's dairy farm at the age of seven. Under the mentorship of both his father and grandfather, he developed a practical understanding of herd health, milk production systems, feed management, equipment maintenance, and labor discipline. In addition to dairy farming, he gained construction experience through his father's bridge and highway construction business, providing early exposure to large-scale infrastructure and heavy equipment operations.

Recognizing growth limitations in North Carolina's mountainous terrain, William relocated to Texas in 2011 to pursue expanded dairy opportunities. He initially operated in Dublin, Texas before expanding into

Hartley, Texas in 2012, strategically positioning operations closer to feed sources to improve cost efficiency.

From 2012 to 2015, William purchased and operated a dairy in Hartley, Texas, while also acquiring and operating a leased dairy in Perryton, Texas. Managing multi-site operations in the Texas Panhandle required disciplined financial oversight, production efficiency, and risk management. In 2015, he successfully exited both dairies through a sale to a Pennsylvania-based dairy group.

Following the sale of his dairies, William diversified into row crop farming, agricultural equipment sales, land clearing, and site development. This expanded his expertise in grading, drainage planning, heavy equipment logistics, and cost-managed infrastructure preparation.

In 2024, William established Dairy Services TX LLC to formalize his experience into a dedicated Dairy, agricultural development and project management platform.

William's leadership philosophy prioritizes operational efficiency, cost discipline, long-term durability, and infrastructure designed for daily production performance. His approach aligns development decisions directly with long-term operational profitability, reducing execution risk and enhancing investor confidence.

5.4 Fund Administrator



PRXY Fund Services LLC

PRXY Fund Services (“PFS”) has been retained by the NCE to serve as the EB-5 Fund Administrator.

PFS was created to meet the fundamental mission of improving transparency and investor accountability required by EB-5 Fund Administrators in the 2022 EB-5 Reform and Integrity Act. Our ultimate goal is to create a better, safer, more efficient and positive experience for all EB-5 stakeholders. PFS utilizes cutting-edge software built by attorneys who specialize in real estate, securities, and immigration, working with web3 specialists. Our software platform allows us to track and record all expenditures in a project's lifecycle and provide investors with a readily available, real-time view of their project's comprehensive metrics at the click of a button.

PFS is controlled and managed by two attorneys: Connor Irish, Esq. and Clem Turner, Esq.

Connor Irish, Esq. - Co-CEO. Connor began his career as a real estate attorney, working at two highly respected international law firms, DLA Piper and Dorsey & Whitney, where he focused on commercial real estate deal structures. As an attorney, Connor represented major real estate stakeholders such as US Bank, Trammell Crow and Ryan Companies and he oversaw real estate transactions valued at over \$10 billion in the aggregate. In 2018, Connor joined Proxy Financial, a predecessor of PRXY Co, an affiliate of PFS. Connor's experience and expertise was instrumental in shaping the development of the software program currently utilized by PFS. Connor has spoken at numerous EB-5 conferences in the United States and abroad about the 2022 EB-5 Reform and Integrity Act and EB-5 Fund Administration.

Clem Turner, Esq. - Co-CEO. Clem began his career as a corporate and securities attorney, initially at Skadden, Arps, one of the largest and most respected law firms in the world. Clem began assisting clients with the corporate and securities aspects of EB-5 Financings in 2010. Since then, his EB-5 clients have raised over \$4 billion for their hotels, schools, hospitals, grocery stores, franchise restaurants, energy and infrastructure projects and various other job creating enterprises across the nation. Prior to joining PFS, Clem was the General Counsel of a real estate company in the “co-working/flex office” industry, with over 225 locations in 10 countries. Clem has spoken at numerous EB-5 conferences throughout the world and has been recognized five times as a “Top EB-5 Corporate Attorney” by EB-5 Investors Magazine.

For more information, please visit <https://prxyco.com>.

5.5 Regional Center



State Wide EB5 Regional Center, LLC

State Wide EB5 Regional Center LLC (the “*Regional Center*”) is a regional center approved by United States Citizenship and Immigration Services (“*USCIS*”) to sponsor capital investment projects, as defined by USCIS, that allow investment by foreign investors as a means of obtaining an EB-5 visa to reside in the United States. The Regional Center’s initially designated geographic region includes the Project site. Marketing, and legal teams.



Gary Perkins

Managing Member

Gary Perkins has 30 years of experience in development and construction for multiple project types including single family, multifamily, and retail.

In addition, he has served multiple roles as developer, contractor, and operating owner of multifamily communities for the last 12 years. Gary studied Business Administration/Management at North Texas State University.

As managing partner and director, Gary is responsible for sourcing and closing of all of State Wide EB5 Regional Center, LLC’s projects, as well as their structuring

and oversight.



David E. Dobbs

Member

David E. Dobbs is principal and president of US State Wide EB5 Regional Center, LLC. David has been actively involved in real estate development, managing multiple commercial properties including the complete renovation of an historic office building originally constructed in 1907.

David was a prosecuting attorney for the Smith County District Attorney’s office for twelve years serving as Chief Felony Prosecutor and First Assistant District Attorney.

After leaving the District Attorney' office, David went into private practice, co-founding his own firm Dobbs and Tittle, P.C., and now heads this very successful civil litigation law practice.

David strongly serves his community through financial support as well as membership in several organizations. He is on the Board for the SPCA of East Texas, Tyler Police Department Foundation, and serves on the District Victims Committee for the Mothers' Against Drunk Driving. David also serves as President of the Smith County Crimestoppers and is of two Smith County representatives to the East Texas Council of Governments Appropriations Committee.

David and his partners founded State-Wide EB5 Regional Center, LLC in January of 2014. As its president, David provides strategic direction and oversight to State Wide EB5 Regional Center, LLC's real estate, marketing, and legal teams.



Brent Bossart

Member

Brent Bossart graduated from Southern Methodist University in Dallas, Texas. In 1989, he founded North American Reserve LLC, a geologic and mining consulting firm. Brent is the corporation's president and serves on the Board of Directors. Brent is actively involved in the SPCA of East Texas, a local non-profit animal rescue and adoption organization. As a partner, Mr. Bossart will be involved in all oil and gas related projects, as well as their structuring and oversight.

Each EB-5 Investor acknowledges and understands that (a) the Regional Center's responsibility and role with respect to the Project are limited to (i) oversight of the NCE and Project with respect to the NCE's and Project's participation in the EB-5 Program and use of capital from EB-5 Investors, (ii) reporting to USCIS, (iii) other requirements as explicitly stated in the EB-5 Regulations, and (iv) assist recruiting investors for the project in exchange for a fee pursuant to Security and Exchange Commission's rules and regulations, (collectively the "Regional Center Duties"), (b) the Regional Center is not involved in the receipt, transfer, expenditure, or subsequent return of any EB-5 Investor's investment, which is the sole and exclusive responsibility of the NCE, (c) the Regional Center has no common ownership with the NCE or the RC Affiliate, and (d) the Regional Center's sponsorship of the Project is dependent on the RC Affiliate's and the NCE's compliance with all of the terms and requirements within this executed Regional Center Affiliation Agreement.

5.6 Economic Analysis Expert



Impact DataSource

Impact DataSource launched their EB-5 platform in 2010 when the program started gaining popularity. Impact DataSource have successfully completed reports for many regional center approvals, obtained hundreds of TEA certification letters, and completed countless TEA reviews.


Impact DataSource has over 20 years of experience in regional economic impact analysis and understands the unique economic analysis requirements of the EB-5 approval process.

6.0 EXHIBITS

Following are the exhibits to the Business Plan identified in the text by exhibit number.

Exhibit 1. General Contractor Cost Estimate and Agreement

[Please see attached]

	<p align="center"> DAIRY SERVICES TX LLC (806) 930-5933 dairyservicestx@gmail.com 301 Morton Ave. Dumas, TX 79029 </p>
---	---

ESTIMATE / PROPOSAL FOR FULL SCOPE OF ROYAL AG AND DIARY HOLDING LLC

Date: 2/15/2025

Estimate #: 202501

Client Name: Royal Ag and Dairy Holdings LLC

Client Address: 7224 Sugar Maple Dr, Irving, TX-75063

Project Location: 2686 County Road 23, Friona, TX 79035


Scope of Work

Please refer to Exhibit A in the General contractor agreement


Estimates:

A. Rebuild Dairy for 10,000 Milking Cows

Description	Amount
Demolition Milk Parlor	\$500,000
Rebuild cow pens - Dirt work	\$2,140,000
Rebuild Shades	\$150,000

	<p style="text-align: center;">DAIRY SERVICES TX LLC (806) 930-5933 dairyservicestx@gmail.com 301 Morton Ave. Dumas, TX 79029</p>
---	--

Rebuild water tanks/wells	\$500,000
Rebuild flooring	\$500,000
Rebuild 80 X80 parlor	\$1,100,000
Build new Milking loading area	\$400,000
Build new cow holding area	\$500,000
Milking pulsation etc	\$1,300,000
Rebuild Mechanical Room	\$500,000
Rebuild wall protectors	\$150,000
Concrete	\$1,000,000
Design and Engineering	\$100,000
Roofing	\$50,000
Caulking & Waterproofing	\$300,000
Glass & Gazing , Doors	\$25,000
Painting	\$20,000
Plumbing	\$250,000
Mechanical. HVAC	\$100,000

	<p style="text-align: center;">DAIRY SERVICES TX LLC (806) 930-5933 dairyservicestx@gmail.com 301 Morton Ave. Dumas, TX 79029</p>
---	--

Electrical \$400,000

Employee Housing \$450,000

Subtotal: \$10,435,000.00

B. New Construction Expand to hold 12,000 Cows

Description	Amount
Pen 1	\$1,500,000
Pen 2	\$1,500,000
Pen 3	\$1,500,000
Pen 4	\$1,500,000
Pond	\$2,700,000
Manure Separator	\$350,000
Commodity barn	\$1,000,000

Subtotal: \$10,050,000.00



DAIRY SERVICES TX LLC

(806) 930-5933 | dairyservicestx@gmail.com

301 Morton Ave. Dumas, TX 79029

C. Build 4500 Heifer Facility (0 to 6 months age)

Description	Amount
Day old to 6 months	\$2,500,000
Day old to 6 months to 18 months	\$4,000,000

Subtotal: \$6,500,000.00

D. Grand Totals:


Total Estimate: **\$26,985,000.00**

Tax (if applicable): _____

Terms & Conditions

- Estimate valid for 30 days.
- Payment terms: Up on completion of work
- Additional work outside scope will require written approval.

DairyServicesTX LLC provides these estimates with our professional dairy industry expertise, past experience of building and operating dairy facilities, full review and visual inspections of the facilities, existing conditions of the current setup at the property, and scope of the work details provided by the client. Any changes in the scope or any new professional inspection discoveries would be notified and scoped as we progress, upon mutual agreements and approvals.

	<p>DAIRY SERVICES TX LLC (806) 930-5933 dairyservicestx@gmail.com 301 Morton Ave. Dumas, TX 79029</p>
---	--

Authorized and Accepted By:

Royal Ag and Dairy Holdings LLC

Signature: B. Praveena

Date: 2/18/2025

Printed Name: Praveena Beeram

Title: Manager



DAIRYSERVICESTX LLC

(806) 930-5933 | dairyservicestx@gmail.com
301 Morton Ave. Dumas, TX 79029

General Contractor Agreement

This Agreement is made between Royal Ag and Dairy Holdings LLC ("Client") with a principal place of business at 2686 County Road 23, Friona, TX 79035 and DairyServicesTX LLC ("Contractor"), with a principal place of business at 301 Morton Ave, Dumas, TX-79029. This contract was awarded based on DairyservicesTX LLC knowledge and expertise in Dairy Industry.

1. Services to Be Performed

- a. Contractor agrees to perform the following services primarily at 2686 County Road 23, Friona, TX 79035
- b. The Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

2. Services Performance Terms

- a. Exhibit A covers the full scope of the Contractor for the client envisioned list of work to be performed.
- b. The scope could be changed as the business direction for the client changes, in such cases, Exhibit A should be amended, if the new work item is entirely new to the scope and otherwise change orders should be submitted for the scope changes on the existing work items.
- c. The detailed scope of the work items and estimates should be agreed before the scheduled kick off of the new work items and for change orders the the pricing should be reasonable and not more than 20% of the agreed price for the similar work items on the earlier projects with the client.
- d. The Contractor agrees to price the estimates competing with the reasonable market competitors and the client can establish competitor pricing by securing competitor estimates to control the Contractor estimates.

3. Payment

- a. In consideration for the services to be performed by Contractor, Client agrees to pay Contractor as per the agreed upon final estimates as per section 2 above.



DAIRYSERVICESTX LLC

(806) 930-5933 | dairyservicestx@gmail.com
301 Morton Ave. Dumas, TX 79029

- b. Contractor shall be paid within a reasonable time after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

4. Expenses

The Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

5. Vehicles and Equipment

The Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

6. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]

Contractor has the right to perform services for others during the term of this Agreement.

Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement. When doing so, the contractor is fully responsible to validate compliance and labor laws for sub contractors.

Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.



DAIRYSERVICESTX LLC

(806) 930-5933 | dairyservicestx@gmail.com

301 Morton Ave. Dumas, TX 79029

[X] The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

[X] Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

[X] Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

7. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

8. State and Federal Taxes

Client will not:

- Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- Make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide the Client with proof that such payments have been made.

9. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.



DAIRYSERVICESTX LLC
(806) 930-5933 | dairyservicestx@gmail.com
301 Morton Ave. Dumas, TX 79029

10. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

11. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

12. Insurance

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

[X] Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

[X] Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

13. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

14. Term of Agreement



DAIRYSERVICESTX LLC

(806) 930-5933 | dairyservicestx@gmail.com

301 Morton Ave. Dumas, TX 79029

This agreement will become effective when signed by both parties and will terminate earlier of:

- The date Contractor completes the services required by this Agreement
- The date a party terminates the Agreement as provided below.

15. Terminating the Agreement

Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

16. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

17. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

18. Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to Texas state court, jurisdiction of the county of Parmer.

19. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer



DAIRYSERVICESTX LLC

(806) 930-5933 | dairyservicestx@gmail.com

301 Morton Ave. Dumas, TX 79029

programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information

- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client, and

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business. Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

20. Proprietary Information.

a. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. The Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product.

b. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

c. The Client will be entitled to use Contractor's name and/or likeness in advertising and other materials.

21. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

22. Applicable Law

This Agreement will be governed by Texas law, without giving effect to conflict of laws principles.



DAIRYSERVICESTX LLC
(806) 930-5933 | dairyservicestx@gmail.com
301 Morton Ave. Dumas, TX 79029

Signatures

Client/Owner: **Royal Ag and Dairy Holdings LLC**

Printed Name: Praveena Beeram

B. Praveena
Signature

2/12/2025
Date

Contractor: **DairyServicesTX LLC**

Printed Name: William Matt Woodie
William Matt Woodie
Signature

2/12/2025
Date

33-2562981
Taxpayer ID Number

Attachments: Exhibit A: Additional Description of Services to be Performed
(check if applicable)



DAIRYSERVICESTX LLC

(806) 930-5933 | dairyservicestx@gmail.com

301 Morton Ave. Dumas, TX 79029

Exhibit - A

- Demolish the sections (Stalls, Pens, mechanical, milk tanks, decommissioned equipment etc) of the dairy which is No longer in use or not inline with new dairy plans.
- Upgrade the facility with new automated parlor equipment for milk parlor to 10,000 milking cows capacity
- Redesign the pens and build them NOT to have head locks, implement sort gates
- Implement soil renovation, recovery, remove the old manure in the pens and renovate the pens with new dirt work, grading, compaction etc..
- Expand the dairy to have new milk loading area, tank less system
- Make the necessary upgrades required to outside areas commodity barn, water tanks, wells, drainage, electrical etc, expand pond to accommodate 15000 cows
- Have the plans in place to expand the outside holdings pend to 12,000 cows
- Build onsite residential facilities for workers
- Build Heifer and baby pens
- Develop utilities for the the expansion
- Build more storage area for feed stocking
- Expand office facility to accommodate more employees

Exhibit 2. Regional Center USCIS Approval Letter & Affiliation Agreement

[Please see attached]

U.S. Department of Homeland Security
U.S. Citizenship and Immigration Services
Immigrant Investor Program
131 M Street, NE, Mailstop 2235
Washington, DC 20529



U.S. Citizenship
and Immigration
Services

Date: July 16, 2024

Gary Perkins
State Wide EB5 Regional Center, LLC
3311 Woods Blvd.
Tyler, Texas 75707

Application: Form I-956
Application for Regional Center Designation

Applicant(s): State Wide EB5 Regional Center, LLC

Re: Amendment to an Approved Regional Center
INF2300005020 / RC2300005020

On August 31, 2023, State Wide EB5 Regional Center, LLC (“the Regional Center”) filed a Form I-956 to request an amendment to its approved regional center in accordance with section 203(b)(5)(E) of the Immigration and Nationality Act (“INA”). The Regional Center entity was established on January 8, 2014, in Texas and is structured as a Limited Liability Company. The Regional Center was initially approved for designation on March 27, 2015.

Specifically, the Form I-956 requests the following:

- Approval to change the regional center’s ownership, organizational structure, or administration, including the sale of the regional center, or other arrangements that would result in individuals not previously subject to the requirements under INA § 203(b)(5)(H) becoming involved with the regional center.

Effective as of the date of this notice, and as discussed further below, USCIS approves the Regional Center’s request.

Legal Notice: This approval of a regional center under the Regional Center Program does not constitute or imply an endorsement or recommendation by USCIS, the United States Government or any instrumentality thereof, of the investment opportunities, projects or other business activities related to or undertaken by such regional center. Except as expressly set forth in this approval and designation, USCIS has not reviewed any information provided in connection with or otherwise related to the regional center for compliance with relevant securities laws or any other laws unrelated to eligibility for designation as a regional center. Accordingly, USCIS makes no determination or representation whatsoever regarding the compliance of either the regional center or its associated new commercial enterprises and job creating entities with such laws.

I. Regional Center Designation

A. Changes to Ownership, Organizational Structure, Administration

Under INA § 203(b)(5)(E)(vi)(I), a regional center must file an amendment not later than 120 days before the implementation of the significant proposed changes to its organizational structure, ownership, or administration, including the sale of the regional center or other arrangements which would result in individuals not previously subject to the eligibility requirements under 203(b)(5)(H) becoming involved in the regional center. If exigent circumstances are present, regional centers must provide notice to USCIS not later than five (5) business days after a change.

The Regional Center requested approval of changes made to ownership, structure, control and administration, and/or oversight and management functions of the regional center. After reviewing the submission, USCIS has determined that the documents submitted by the Regional Center are sufficient to justify approval of the amendment.

B. Geographic Area

Under INA § 203(b)(5)(E)(iii), “[a] regional center shall operate within a defined, contiguous, and limited geographic area, which shall be described in the proposal and be consistent with the purpose of concentrating pooled investment within such area.”

Based on the initial designation and any subsequently approved amendments, the Regional Center has jurisdiction over the following geographic area:

State(s)	Cities/Counties/Census Tracts	Date Approved
Texas	All counties	March 27, 2015

II. Annual Statement and Integrity Fund

Regional centers approved for participation in the Program must submit Form I-956G, Regional Center Annual Statement, to provide information and certifications regarding compliance with Program requirements in accordance with INA § 203(b)(5)(G). Regional Centers should refer to Form I-956G and Form I-956G Instructions for the specific evidentiary and filing requirements.

Failure to file Form I-956G in a timely manner for each federal fiscal year in which the Regional Center has been designated will result in sanctions, and may ultimately result in the termination of the approval and designation of the Regional Center. USCIS will review each annual statement and will notify the Regional Center should the statement be inadequate.

Every year on October 1, each designated regional center with 20 or fewer total investors in the preceding fiscal year in its NCEs must pay \$10,000 to the EB-5 Integrity Fund (the "Fund"). Designated regional centers with 21 or more petitioners in the preceding fiscal year must pay \$20,000 to the Fund.

USCIS will impose a reasonable penalty, which shall be deposited into the Fund, if the Regional Center does not pay the fee required within 30 days after the date on which such fee is due. USCIS may sanction, and ultimately terminate, any regional center that does not pay the fee required within 90 days after the date on which the fee is due.

III. Record Keeping and Audits

Under INA § 203(b)(5)(E)(vii), each regional center shall make and preserve, during the 5-year period beginning on the last day of the Federal fiscal year in which any transactions occurred, books, ledgers, records, and other documentation from the Regional Center, NCEs, or JCEs used to support any claims, evidence or certifications contained in the regional center's annual statements and associated petitioners by aliens seeking classification.

USCIS shall audit each regional center not less frequently than once every 5 years. Each audit shall include a review of any documentation required to be maintained for the preceding 5 years and a review of the flow of alien investor capital into any capital investment project. USCIS may terminate the designation of a regional center that fails to consent to an audit or deliberately attempts to impede such an audit.

IV. Persons Involved with the Regional Center

Under INA § 203(b)(5)(H)(iv), a regional center may not knowingly involve a person with the regional center in violation of INA § 203(b)(5)(H)(i) or (ii). Within 14 days of acquiring knowledge that a person was involved with the regional center in violation of INA § 203(b)(5)(H)(i) or (ii), the regional center must take commercially reasonable efforts to discontinue the prohibited person's involvement and/or provide notice to the Secretary.

V. Securities Law Oversight and Records Requirements

Under INA § 203(b)(5)(I)(iii), each regional center shall use commercially reasonable efforts to monitor and supervise compliance with the securities laws in relations to all offers, purchases, and sales of, and investment advice relating to, securities made by parties associated with the regional center. The regional center must maintain records, data, and information relating to all such offers, purchases, sales, and investment advice during the 5-year period beginning on the date of their creation. The regional center must also make the records, data, and information available to the Secretary or to the Securities and Exchange Commission upon request.

VI. Written Agreements with Direct and Third-Party Promoters

Under INA § 203(b)(5)(K)(iii), each regional center, NCE, and affiliated JCE must maintain a written agreement between or among such entities and each direct or third-party promoter operating on behalf of such entities that outlines the rules and standards prescribed under INA § 203(b)(5)(K)(i).

VII. Fund Administration

Under INA § 203(b)(5)(Q), each NCE sponsored by the regional center shall deposit and maintain the capital investment of each alien investor in a separate account, including amounts held in escrow. The amounts may only be transferred to another separate account or a JCE; be deployed into the capital investment project for which the funds were intended; or be transferred to the alien investor who contributed the funds as a refund of that investor's capital investment, if permitted.

If amounts are transferred to an affiliated JCE, the affiliated JCE shall maintain such amounts in a separate account until deployed into the capital investment project for which they were intended; and, not later than 30 days after the amounts are deployed provide written notice to the fund administrator that a construction consultant or other individual authorized verified that the amounts have been deployed into the project.

The fund administrator shall be independent of, and not directly related to, the new commercial enterprise, the regional center associated with the new commercial enterprise, the job creating entity, or any of the principals or managers of such entities. The fund administrator shall monitor and track any transfer of amounts from the separate account; serve as a cosignatory on all separate accounts; verify that the transfer complies with all governing documents, including organizational, operational, and investment documents; and approve such transfer with a written or electronic signature.

VIII. Requirements for Regional Center Investors

A petitioner seeking to pool his or her investment with 1 or more additional petitioners seeking classification under INA § 203(b)(5) must file a Form I-526E, Petition for Classification by Regional Center Investor, for such classification under the Program in accordance with INA § 203(b)(5)(E). A petitioner filing for classification under INA § 203(b)(5)(E) may file a petition with the Secretary only after the

State Wide EB5 Regional Center, LLC
RC2300005020
INF2300005020
Page 5

Regional Center has filed a Form I-956F, Application for Approval of an Investment in a Commercial Enterprise, in accordance with INA § 203(b)(5)(F), and the petitioner should include the receipt notice of their associated Form I-956F with their petition for classification under INA § 203(b)(5)(E).

If the applicant has any questions concerning the regional center designation under the Program, please contact USCIS by email at:

USCIS.ImmigrantInvestorProgram@uscis.dhs.gov

Sincerely,

A handwritten signature in black ink that reads "Alissa Emmel". The signature is written in a cursive style with a large initial "A".

Alissa L. Emmel
Chief Immigrant Investor Program

cc: Shae Dan Armstrong, Esq.
Bradley Arant Boult Cummings, LP
1445 Ross Avenue, Suite 3600
Dallas, TX 75202



"A professional regional center covering the entire state of Texas"

REGIONAL CENTER AFFILIATION AGREEMENT

THIS REGIONAL CENTER AFFILIATION AGREEMENT (this "**Agreement**") is entered into as of March 26, 2026, by and between **State Wide EB5 Regional Center LLC** formerly known as **US EB5 Association LLC**, a Texas limited liability company with principal offices at 3311 Woods Blvd., Tyler, TX 75007 (the "**Regional Center**"), on the other hand, and **Friona Dairy EB5 Investors Fund LP**, a Texas limited partnership with principal offices at 2681 MacArthur Blvd., Suite 202, Lewisville, TX 75067, (the "**RC Affiliate**" and "**NCE**") together with all of the individuals or entities whose names and addresses are listed in Schedule 1 attached hereto who become a party to this Agreement by executing a joinder to this Agreement as provided herein (collectively, including their respective principals, officers, directors, representatives and affiliates, the ("**RC Affiliate**"), on the other hand (each a "**Party**" and together the "**Parties**").

RECITALS

WHEREAS, the Regional Center is designated by U.S. Citizenship and Immigration Service ("**USCIS**") as an approved regional center and qualified participant in the EB-5 Immigrant Investor Program (the "**EB-5 Program**"), which is governed by U.S. federal law and the rules established and administered by USCIS (collectively, the "**EB-5 Regulations**"); and **Friona Dairy EB5 Investors Fund LP**.

WHEREAS, **Friona Dairy EB5 Investors Fund LP**, desires to have its business presented as a potential EB-5 compliant investment within the geographic area represented by the Regional Center and in connection with its affiliation with the Regional Center, intends to raise funds from potential immigrant investors interested in participating in the EB-5 Program (the "**EB-5 Investors**").

NOW, THEREFORE, in consideration of the premises, mutual covenants, promises, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the RC Affiliate and the Regional Center, intending to be legally bound, hereby agree as follows.

SECTION 1. AFFILIATION

1.1 **Affiliation.** Subject to the terms and conditions of this Agreement, the Regional Center agrees to grant Affiliation Rights (as described in Section 1.2, below) to the RC Affiliate with respect to the **PROJECT; Moo Dairy Farms, 2686 County Road 23, Friona, TX 79035, a TEA project, EB-5 investment of 35 investors at \$800K each totaling \$28,000,000, structured as a loan** (the "**Project**"), which is within the Regional Center's geographic area, as described further in Exhibit A to this Agreement. The grant of such rights is expressly contingent upon, among other things, (a) the conditions listed in SECTION 2 of this Agreement, (b) the

Initials RC RP Initials RCA SK

STATE
WIDE **EB5**[™]
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

continued satisfaction of the obligations, representations and warranties in SECTION 3 of this Agreement, and (c) acceptance of the Project after completion of the Regional Center’s due diligence review of the Projects and its accompanying materials (the “**Affiliation Services**”).

1.2 **Affiliation Rights**. The Affiliation Rights are (a) the right to include such affiliation with the Regional Center in the securities offering documents provided to prospective EB-5 Investors solely in connection with the Project; (b) the right to utilize the Regional Center, subject to the Regional Center’s approval, with respect to indirect job creation calculations associated with the Project; (c) the right to process EB-5 Investors of the Project through the Regional Center; and (d) such other rights as customarily granted to business affiliates in the EB-5 investment industry, each subject to the Regional Center’s approval and the conditions contained herein (collectively, the “**Affiliation Rights**”). Such Affiliation Rights shall exist and continue provided that the RC Affiliate (i) timely meets its obligations, undertakings and covenants contained herein, (ii) maintains its representations and warranties contained herein, and (iii) no notice of termination has been received by the RC Affiliate from the Regional Center as elsewhere provided herein.

1.3 **Affiliation Fee**. The RC Affiliate hereby agrees to pay a non-refundable fee of **\$25,000** once and on a non-precedential basis, payable to the Regional Center or any affiliated designee, upon its execution of this Agreement for the Affiliation Services (the “**Affiliation Fee**”). The Parties hereby acknowledge and agree that the Regional Center, in good faith and in reliance on this Agreement and the RC Affiliate’s obligations hereunder, shall begin the Affiliation Services upon execution of this Agreement by the RC Affiliate. If the RC Affiliate fails to deliver payment of the Affiliation Fee to the Regional Center within five (5) business days of its execution of this Agreement, it is hereby agreed by the Parties that such non-payment shall constitute a material and incurable breach of this Agreement by the RC Affiliate (an “**RC Affiliate Breach**”), whereby the RC Affiliate shall immediately pay to the Regional Center an amount equal to \$25,000 as liquidated damages (the “**Liquidated Damages**”). The Parties intend that the Liquidated Damages constitute compensation and not a penalty. The Parties acknowledge, stipulate, and agree that the Regional Center’s harm caused by an RC Affiliate Breach would be impossible or very difficult to accurately estimate or determine at the time of execution of this Agreement, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from an RC Affiliate Breach. The RC Affiliate’s payment of the Liquidated Damages is the RC Affiliate’s sole liability and entire obligation except as otherwise set forth herein and the Regional Center’s exclusive remedy for any RC Affiliate Breach except as otherwise set forth herein.

1.4 **Per-Investor Annual Administrative Fee**. In each fiscal year, which begins on October 1 and ends on September 30 (the “**Fiscal Year**”), the RC Affiliate shall pay to the Regional Center an annual amount equal to the greater of either (a) \$250 for each EB-5 Investor, or (b) only for each full Fiscal Year following the execution of this Agreement, **\$250** (the “**Minimum Investor Administrative Fee**”). This is a non-refundable administrative fee (each, an “**Investor Administrative Fee**”). The Minimum Investor Administrative Fee shall not apply during a partial Fiscal Year.

Initials RC MP Initials RCA SK

**STATE
WIDE EB5™**
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

Pay one-time fee of **\$600** for background checks, credit, and proof of funds for each EB-5 investor and all owners in the Regional Center affiliate who own 25% or more of the company.

1.5 **Initial Payment.** The first payment of an EB-5 Investor’s Investor Administrative Fee (the “**Initial Payment**”) is payable within ten (10) business days upon the earlier of the following dates: (a) the notice date indicated on the EB-5 Investor’s I-797C receipt notice; (b) the date of receipt thereof by the individual, person, entity, law firm, or party indicated in such I-797C receipt notice; or (c) any other notice or receipt date indicated on any other communication or form received from USCIS with respect to the EB-5 Investor, in each case with respect to the EB-5 Investor’s initial Form I-526E, *Immigrant Petition by Regional Center Investor* (an “**I-526E Petition**”) submitted to USCIS (the earliest date of which, the “**Investment Date**”). Late payment of this Initial Payment shall be subject to the provisions of Section 6.9.

1.6 **Initial Payment Credit.** N/A

1.7 **Payment per Investor.** The **Investor** will pay the Regional Center (\$10,000) per investor for the Proposed Project, for investors raised by the RC Affiliate. For investors placed by the broker dealer(s) by the Regional Center the **Investor** will pay (\$80,000), all of their administrative fee to the Regional center the within 3 days when each I-526E petition is filed with USCIS (as evidenced by (A) an I-797C Notice of Action issued by USCIS and indicating the I-526E Petition has been received or (B) a letter from the petitioner’s immigration counsel which (1) states that the petitioner’s I-526E Petition has been submitted to USCIS, and includes the date the petition was filed and (2) includes either the “WAC receipt number” assigned to the petitioner by USCIS if such is available from the cashed check image or evidence of a credit card debit by USCIS accompanied by the applicable G-1450 form, indicating that the petitioner’s I-526 Petition has been received in lieu of the I-797C).

1.8 **Annual Payments.** The Investor Administrative Fee shall be paid annually for each EB-5 Investor, and the aggregate of all Investor Administrative Fees will be invoiced at the beginning of the Fiscal Year (October 1), minus any Initial Payment Credits. Annual payments under this Section 1.7 are payable within ten (10) business days of the invoice date. Late payment of any annual Investor Administrative Fees shall be subject to the provisions of Section 6.9. The annual Investor Administrative Fee for an EB-5 Investor will continue to be payable until that EB-5 Investor has completed his or her conditional residency period and has submitted Form I-829, *Petition by Investor to Remove Conditions on Permanent Resident Status* (an “**I-829 Petition**”) to USCIS, whichever is later. The RC Affiliate agrees and acknowledges that pursuant to the EB-5 Regulations, the Investor Administrative Fee shall not be paid directly out of any EB-5 Investor’s capital investment.

1.9 **EB-5 Integrity Fund Contribution.** Pursuant to the EB-5 Reform and Integrity Act of 2022, the Regional Center shall make a contribution of \$20,000 (or \$10,000 if the Regional Center has twenty (20) or fewer EB-5 Investors at the end of the Fiscal Year), to an EB-5 Integrity Fund administered by USCIS. The obligation to pay this contribution will be shared pro rata by the RC

Initials RC YAP Initials RCA SK

**STATE
WIDE EB5™**
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

Affiliate and other affiliates of the Regional Center, as determined by the Regional Center. The RC Affiliate shall be responsible for its pro rata portion of the EB-5 Integrity Fund Contribution, regardless the date of this Agreement and whether the RC Affiliate has subscribed EB-5 Investors.

1.10 **USCIS Regional Center Fees.** In addition to above fees there will be an annual interest rate on the total DEBT loan amount of EB-5 capital **raised and funded by the regional center** in the amount of five percent (5%) per year. This loan shall accrue until construction is completed or Certificate of Occupancy has been issued then interest will be paid quarterly to the Regional Center. In the event that any additional fees, expenses, contributions, costs, or other additional expenditures (annual, quarterly, one-time, or any other frequency), including any oversight or regulatory fees, are incurred by the Regional Center as a result of any USCIS or any other governmental action including, but not limited to, new, amended or revised legislation, new or revised EB-5 Regulations, guidelines, requirements, or any other applicable law (the “**Regulatory Fees and Expenses**”), such Regulatory Fees and Expenses shall be split, pro rata, in equal shares, on an annual basis among the RC Affiliate and all other third parties with Projects sponsored by the Regional Center, or such other frequency which the Regional Center shall determine in its sole discretion. These fees, if any, shall be in addition to all other fees listed herein. In the event that any Regulatory Fees and Expenses are incurred by the Regional Center, the Regional Center shall provide an invoice to the RC Affiliate with respect to the RC Affiliate’s share of such Regulatory Fees and Expenses. Regulatory Fees and Expenses shall not include monetary fines or penalties imposed upon the Regional Center due to a violation of the EB-5 Regulations by a new commercial enterprise, job-creating entity, or project that is not the RC Affiliate.

SECTION 2.
CONDITIONS TO AFFILIATION

The grant of the Affiliation Rights made herein is expressly contingent upon the RC Affiliate’s satisfaction of all of the following conditions upon execution of this Agreement and maintenance of such conditions for the duration of this Agreement, and the failure to satisfy any condition hereof shall constitute an incurable breach of this Agreement.

2.1 **Joinder of New Commercial Enterprise.** The Parties acknowledge that the new commercial enterprise (“NCE”), as such concept or term is determined by USCIS guidelines from time to time, with respect to the Project and its structure, roles, and responsibilities may not be clearly defined prior to execution of this Agreement. As soon as practicable, the RC Affiliate shall complete Schedule 1 in its entirety and list the entity or entities described in the Project Documentation constituting the NCE, which shall include, collectively, if applicable, the following minimum set of roles and responsibilities as described in the Project Documentation: (a) receipt and tracking of Investor Funds (as defined in Section 2.15, herein), in escrow or otherwise, (b) deployment of Investor Funds into the Project, (c) the sale and subsequent purchase of any investment or securities interests, directly or indirectly, with respect to the Project, and (d) monitoring the investment, use of Investor Funds, status, compliance, the securities offering, and all other relevant or material information related to the EB-5 Investors’ investment in the Project.

Initials RC WAP Initials RCA SK

“A professional regional center covering the entire state of Texas”

The RC Affiliate shall complete a fully authorized, valid, and executed joinder, as applicable, to this Agreement in the form attached as Schedule 2 to this Agreement (the “**Joinder**”) by each of the entity or entities listed in such completed Schedule 1. The RC Affiliate hereby acknowledges, consents, and agrees that the proper, authorized, and valid structuring, formation, and subsequent joinder(s) of the NCE, is an express condition precedent to the grant of the Affiliation Rights.

2.2 **Regional Center Affiliation Form.** The RC Affiliate shall provide the Regional Center with a fully completed Regional Center Affiliation Form, attached hereto as Exhibit A, which must be completed in its entirety and signed by an owner or officer of the RC Affiliate. The RC Affiliate hereby represents and warrants that all information provided by the RC Affiliate in the Regional Center Affiliation Form is accurate and free of any omissions to the best of the RC Affiliate’s knowledge.

2.3 **Compliance Policies and Procedures.** The Regional Center’s compliance policies and procedures for the RC Affiliate are described in Exhibit E, which may be revised and amended from time to time without notice to or consent from of the RC Affiliate. The RC Affiliate agrees to adhere to the compliance policies and procedures established and administered by the Regional Center.

2.4 **Associated Persons.** Of special importance on the Regional Center Affiliation Form is the section entitled, “Persons in Positions of Substantial Authority,” which requests certain identifying information about all persons of in positions of substantial authority involved with the NCE, the job-creating entity (the “**JCE**”), and parent and subsidiary entities of the RC Affiliate, NCE, and JCE, accurately and without omission (collectively, the “**Associated Persons**”). Unless otherwise defined in the EB-5 Regulations, a position of substantial authority is one in which the person holding the position is, directly or indirectly, involved in to making operational or managerial decisions over pooling, securitization, investment, release, acceptance, or control or use of any EB-5 capital that was procured under the EB-5 Program. An individual may be in a position of substantive authority, and therefore an Associated Person, if the person serves as a principal, representative, administrator, owner, officer, board member, manager, executive, general partner, fiduciary, agent, or similar position for the NCE or the JCE. The Regional Center’s policies and procedures for Association Persons are described more fully in Exhibit E.

2.5 **Business Plan.** The RC Affiliate shall provide the Regional Center with a Project business plan that is compliant with requirements and standards set forth in the EB-5 Regulations, including the requirements set forth in *Matter of Ho*, as generally described in Exhibit D hereto (the “**Business Plan**”). The description given in Exhibit D is intended as a general guideline and set of minimum requirements. The RC Affiliate shall use legal counsel to confirm compliance with *Matter of Ho* and other standards set forth by USCIS.

2.6 **Job Creation Documents.** The RC Affiliate shall provide the Regional Center with an economic impact analysis and any other related documentation, reports, data, evidence, or materials, in all cases using USCIS-approved data and methodology as applicable, with respect to

Initials RC YAP Initials RCA SK

**STATE
WIDE EB5™**
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

the jobs created by the Project including, but not limited to, direct, indirect, and induced jobs (the “**Job Creation Documents**”).

2.7 **Offering Documents.** In addition to the Business Plan and the Job Creation Documents, the RC Affiliate shall provide the Regional Center with securities offering documents and all other supporting, ancillary, and material or relevant documentation for the Project including, but not limited to, a private placement memorandum (or offering memorandum or prospectus, including all appendices, exhibits, or accompanying documents thereto), subscription agreement, organizational chart, organizational documents with respect to each entity in the organizational chart, or similar disclosure documents (collectively the “**Offering Documents**” and, together with the Business Plan and the Job Creation Documents, the “**Project Documentation**”), that, to the extent applicable, are in full compliance with (a) U.S. federal and state securities laws, particularly with respect to exemption from securities registration requirements administered by the U.S. Securities and Exchange Commission (the “**SEC**”) and (b) requirements under INA § 203(b)(5) regarding the EB-5 Program, the EB-5 Regulations, and any relevant or related federal regulations governing investments under the EB-5 Program.

2.8 **Fund Administration.** The NCE shall utilize the services of an independent third-party fund administrator (a “**Fund Administrator**”). The Regional Center must approve the Fund Administrator as a condition of Affiliation. The Regional Center, in its sole discretion and in accordance with the EB-5 Regulations, may approve a Fund Administrator that is either (a) a certified public accountant, (b) a licensed attorney, or (c) a firm, such as a commercial bank or escrow service, deemed by the Regional Center to be qualified to provide EB-5 fund administration services. All funds from the EB-5 Investors must first be received into an account controlled by the Fund Administrator. The RC Affiliate shall obtain from the Fund Administrator periodic detailed financial reports which show the receipt from, transfers, expenditures, and subsequent return of capital to the EB-5 Investors. Such reports shall promptly be provided to the Regional Center.

2.9 **Form I-956F.** Before any EB-5 Investor in the NCE may file an I-526E Petition with USCIS, Form I-956F, *Application for Approval of an Investment in a Commercial Enterprise* (“**Form I-956F**” and a “**I-956F Petition**”) for the Project must be filed with USCIS. The RC Affiliate shall provide the Regional Center with a fully completed Form I-956F along with the Offering Documents and a check payable to the U.S. Department of Homeland Security for an amount equal to the current filing fee for Form I-956F. The Regional Center will submit one I-956F Petition, with the Offering Documents attached thereto as an exhibit, to USCIS on the RC Affiliate’s behalf. Prior to filing, the Regional Center may require the RC Affiliate to make changes to the I-956F Petition or Offering Documents in its sole discretion. The RC Affiliate must notify the Regional Center of any change to the information included in the I-956F Petition within 10 days of any such change, as the Regional Center must notify USCIS of such changes within 30 days.

Initials RC MM Initials RCA SK

STATE
WIDE **EB5**[™]
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

2.10 **Form I-956H**. The I-956F Petition must include a properly completed and signed Form I-956H, *Bona Fides of Persons Involved with Regional Center Program* (“**Form I-956H**”) for each Associated Person in the NCE and JCE affiliated with the NCE and, if required by USCIS, each Associated Person in a JCE not affiliated with the NCE. The RC Affiliate shall provide to the Regional Center all required Forms I-956H prior to the Regional Center’s filing of the I-956F Petition. The Regional Center, in its sole discretion, may require the RC Affiliate to make changes to the Forms I-956H, provide additional Forms I-956H, or provide additional information about the Associated Persons.

2.11 **Promotion of the EB-5 Investment Offering**. The RC Affiliate shall provide the Regional Center with (i) the signed and dated Acknowledgement – *Promotion of an EB-5 Offering* attached hereto as Exhibit H, and (ii) copies of all promotional media including brochures, fliers, videos, fact sheets, term sheets, questionnaires, intake forms, presentations (in PowerPoint or otherwise), or any other marketing document related to the Project. This requirement is explained more fully in Exhibit E.

2.12 **Limited Role of the Regional Center**. The RC Affiliate acknowledges and agrees that the Regional Center’s responsibility and role upon granting the Affiliation Rights hereunder is limited to (i) oversight of the NCE and Project with respect to the NCE’s and Project’s participation in the EB-5 Program and use of capital from EB-5 Investors, (ii) reporting to USCIS, and (iii) other requirements as explicitly stated in the EB-5 Regulations. The Regional Center’s role and activities with respect to the Project shall be determined solely by the management of the Regional Center.

2.13 **Waiver and Release; Required Language**. The RC Affiliate shall cause each EB-5 Investor to execute and deliver to the Regional Center a Waiver and Release in the form attached hereto as Exhibit G.

Additionally, the Project Documentation shall include and properly disclose to the EB-5 Investors the following language, as confirmed by the Regional Center in writing with sufficient time given to the Regional Center for comment, review, and revision, as determined by the Regional Center in its sole discretion, in substantially the form below.

Required language in substantially the form set forth below to be included in the Project’s private placement memorandum or similar disclosure document with respect to the NCE and the Project:

EB-5 Investors shall have no right of redemption, or right of transfer with respect to their investment until final adjudication of an EB-5 Investor’s I-829 Petition, or completion of an EB-5 Investor’s immigration risk period, as defined by USCIS, and, in any event, in compliance with the EB-5 Regulations, and other requirements and conditions then in effect.

Required language in substantially the form set forth below to be included in the Project’s subscription agreement or similar agreement for the purchase of interests in the NCE that is signed by each EB-5 Investor.

Initials RC JAD Initials RCA SK

STATE
WIDE EB5™
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

Each EB-5 Investor acknowledges and understands that (a) the Regional Center’s responsibility and role with respect to the Project are limited to (i) oversight of the NCE and Project with respect to the NCE’s and Project’s participation in the EB-5 Program and use of capital from EB-5 Investors, (ii) reporting to USCIS, and (iii) other requirements as explicitly stated in the EB-5 Regulations (collectively the “**Regional Center Duties**”), (b) the Regional Center is not involved in the receipt, transfer, expenditure, or subsequent return of any EB-5 Investor’s investment, which is the sole and exclusive responsibility of the NCE, (c) the Regional Center has no common ownership with the NCE or the RC Affiliate, and (d) the Regional Center’s sponsorship of the Project is dependent on the RC Affiliate’s and the NCE’s compliance with all of the terms and requirements within this executed Regional Center Affiliation Agreement.

Required language in substantially the form set forth below to be included in the Project’s subscription agreement or similar agreement for the purchase of interests in the NCE that is signed by each EB-5 investor.

Each EB-5 Investor hereby (i) agrees and covenants not to sue the Regional Center with respect to the RC Affiliate, the NCE, the Project, the Project Documentation, or any matter other than with respect to the Regional Center’s gross negligence or willful misconduct in the performance of the Regional Center Duties, and (ii) releases all liability of the Regional Center from claims related to the RC Affiliate, the NCE, the Project, the Project Documentation, the offering of securities related to the Project, and any and all other matters outside of the Regional Center’s gross negligence or willful misconduct in the performance of the Regional Center Duties.

2.14 **No Guaranties**. The RC Affiliate acknowledges that a condition of any EB-5 investment in the NCE and the Project is that it must be “at risk.” Therefore, the RC Affiliate shall ensure that no guaranties from the RC Affiliate, its business, or any third parties are permitted with respect to any such EB-5 investment. The RC Affiliate shall not, directly or indirectly, offer any guaranties to any EB-5 Investor and shall properly disclose these eligibility requirements in the Project Documentation.

2.15 **Minimum Investment Amount**. The RC Affiliate acknowledges and agrees that the minimum amount of any EB-5 investment shall be the minimum amount required by law and USCIS guidelines then in effect, which currently is at least (a) \$800,000 for investments in an infrastructure project or Targeted Employment Area (a “TEA,” as defined below); or (b) \$1,050,000 for investments that are not in a TEA or infrastructure project, in all cases net of all fees, commissions, or other costs (such amount, as adjusted for any reason, the “Investor Funds”). In the event an adjustment in the minimum amount occurs for any reason, including regulatory, legislative, or administrative adjustments to the minimum amount, the inability of the Project to qualify as an infrastructure project, or the inability of the Project’s location(s) to qualify as a TEA for any reason, the RC Affiliate shall promptly adjust the Project Documentation to reflect the revised amount and the Regional Center may, in its sole discretion, suspend the Affiliation Rights

Initials RC GP Initials RCA SK

“A professional regional center covering the entire state of Texas”

or any other rights provided or deemed to be provided in this Agreement, as necessary in order to maintain compliance with USCIS or any other governmental authority. A Targeted Employment Area is an area that, at the time of investment, is either (i) a rural area, or (ii) an area experiencing unemployment of at least 150.0% of the national average rate, in any such case as determined and approved by USCIS.

2.16 **Use of Investor Funds.** The RC Affiliate acknowledges and agrees that the Investor Funds shall be used solely for the costs, expenses, and other approved uses with respect to the Project and in accordance with the Project Documentation. The RC Affiliate shall not pay any finder’s fees, commissions, offering expenses, the Affiliation Fee, the Investor Administrative Fee, the Regulatory Fees and Expenses, or any fees paid to the Regional Center under this Agreement or otherwise, administrative expenses or any similar or related expenses (the “**Administrative Expenses**”) from the Investor Funds. In any case, the RC Affiliate shall use the Investor Funds in accordance with the EB-5 Regulations and the SEC guidelines, regulations, or requirements then in effect. The RC Affiliate hereby agrees that any Administrative Expenses paid by the RC Affiliate shall be paid from revenue and other sources of funds separate from Investor Funds, in compliance with USCIS and SEC guidelines and any other federal and state legal or regulatory requirements.

2.17 **Timely Provision of Documents.** The RC Affiliate hereby agrees to timely and promptly provide, as soon as they are available, the Project Documentation and any materials or documents contemplated in this Agreement or any other related documents for the Project to the Regional Center, and, in any instance, prior to filing or submitting any information to USCIS by the Regional Center, the EB-5 Investors, or the RC Affiliate related to the Project.

2.18 **Regional Center Approval of Documents.** The Regional Center has sole discretion over the final submission of the Project Documentation and any other documents to USCIS and shall inform the RC Affiliate of any specific changes or modifications required to: (a) become in compliance with, or (b) remain in compliance with standards and policies established by the Regional Center in its sole discretion. Written approval from the Regional Center will be provided and is required prior to filing or submitting any information to USCIS by the RC Affiliate or an EB-5 Investor related to the Project.

2.19 **Immigration Counsel.** Regional Center requires that each EB-5 Investor must engage the services of and be represented by a qualified immigration attorney. The RC Affiliate agrees that each EB-5 Investor shall be allowed to freely choose his or her own attorney. The RC Affiliate may utilize the services of its own immigration counsel to review documents and advise on investor eligibility but may not require or otherwise compel EB-5 Investors to use counsel chosen by the RC Affiliate, NCE, or JCE.

2.20 **Promoters.** The Regional Center in its sole discretion shall approve and regulate the use of direct and third-party promoters, as defined in the EB-5 Regulations, and as set forth in Exhibit E (“**Promoters**”), by the RC Affiliate, the NCE, the JCE, or any affiliated entity, for the purpose

Initials RC RP Initials RCA SK



“A professional regional center covering the entire state of Texas”

of offering an investment in the NCE to potential EB-5 Investors. The use of Promoters shall at all times be in compliance with the EB-5 Regulations. In the event the RC Affiliate’s use of Promoters is determined by the Regional Center not to be in compliance with the EB-5 Regulations or the Regional Center’s established policies and procedures, the Regional Center may, at any time and without notice, forbid the use of any or all Promoters by the RC Affiliate, the NCE, or the JCE. The policies and procedures for the use of Promoters are more fully described in Exhibit E.

2.21 **Repayment and Redeployment.** The RC Affiliate shall inform the Regional Center of (a) any repayment of any EB-5 Investor’s capital from the JCE or the Project to the NCE, (b) the deployment or redeployment of any EB-5 Investor’s capital to any entity or for any purpose other than the Project, or (c) any use of any EB-5 Investor’s capital in any manner not described in the Offering Documents, prior the occurrence of such event. The Regional Center, in its sole discretion, may approve or disapprove of any redeployment or use of EB-5 Investors’ capital not described in the Offering Documents. The Regional Center may, in its sole discretion, require certain communication with EB-5 Investors in the NCE, and may require the RC Affiliate to provide documentation of a redeployment or other use of EB-5 Investors’ capital. The policies and procedures for redeployment are explained more fully in Exhibit E.

2.22 **Monetary Fines for Failure to Timely Provide Information and Documentation.** The RC Affiliate shall comply with the compliance procedures set forth by the Regional Center, as further described in Exhibit E. It is of paramount importance that the RC Affiliate timely provide to the Regional Center all requested information and documentation regarding the RC Affiliate, the NCE, the JCE, and the Project. The Regional Center, in its sole discretion, may impose monetary fines on the RC Affiliate for failure to provide such information and documentation within the timeframe established by the Regional Center. The Regional Center’s fine schedule is given in Exhibit E, which may be revised and amended from time to time without notice to or consent from the RC Affiliate.

2.23 **Pass-Through of Fines by USCIS and Other Regulators.** The RC Affiliate hereby agrees that any monetary fines imposed on the Regional Center by USCIS, the SEC, or another government agency, which results from the actions or inactions of the RC Affiliate, the NCE, the JCE, or the Project, shall be the sole responsibility of the RC Affiliate. The RC Affiliate shall, at the direction of the Regional Center, either directly pay such monetary fines or reimburse the Regional Center for its payment of such fines. The RC Affiliate’s failure to pay fines shall constitute an incurable breach of this Agreement by the RC Affiliate.

SECTION 3.

RC AFFILIATE’S OBLIGATIONS, REPRESENTATIONS, AND WARRANTIES

The grant of the Affiliation Rights made herein is expressly contingent upon the RC Affiliate’s continued satisfaction of all of the following obligations, representations, and warranties for the duration of this Agreement.

Initials RC MA Initials RCA SK

STATE
WIDE EB5™
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

3.1 **Consent to Filings.** The RC Affiliate hereby agrees and consents to the Regional Center timely notifying and filing, as applicable, to USCIS or any other governmental authority with respect to any matter related to the Project including, but not limited to, the Project Documentation and all other information, matters, materials or documentation related to the Project, the RC Affiliate and its affiliates, and any EB-5 Investor including any breach of this Agreement by the RC Affiliate and termination of this Agreement. The RC Affiliate hereby consents to the Project Documentation being provided to USCIS by the Regional Center as part of an amendment or supplement to the Regional Center’s designation, as determined at the sole discretion of the Regional Center.

3.2 **Consent to Background Checks.** The RC Affiliate hereby acknowledges, understands, consents, and agrees to submit, as requested by the Regional Center or as required by USCIS, any of the Associated Persons to a background check, identity verification check, criminal history check, consumer credit history check, or any other similar investigation (a “**Background Check**”) in order to determine the eligibility of the RC Affiliate, the NCE, the JCE, or the Associated Persons to participate in the EB-5 Program in any manner and to meet the diligence and security standards determined by the Regional Center, from time to time in its sole discretion. The policies and procedures for Background Checks are explained more fully in Exhibit E. The RC Affiliate’s failure to meet the representations, warranties, and obligations in this Section 3.2 shall constitute an incurable breach of this Agreement by the RC Affiliate.

3.3 **Notification of Filings.** The RC Affiliate and its affiliates shall not make any filing or any communication of any kind with USCIS, including any EB-5 Investor filing related to the Project or any project affiliated with the RC Affiliate, that mentions the Regional Center or any of its affiliates including State Wide EB5 Regional Center LLC or US EB5 Regional Center LLC or any other regional center related thereto without the Regional Center’s prior written consent. The RC Affiliate’s failure to meet the representations, warranties, and obligations in this Section 3.3 shall constitute an incurable breach of this Agreement by the RC Affiliate.

3.4 **Legal Status.** The RC Affiliate (a) is duly organized, validly existing, and in good standing under the laws of its state of formation, and (b) is duly qualified to transact business and is in good standing in each jurisdiction where it is required to be so qualified in connection with its assets, business, and operations.

3.5 **Authorization.** The RC Affiliate is fully authorized to enter into this Agreement. This Agreement, when executed and delivered by the RC Affiliate, constitutes a legal, valid, and binding obligation of the RC Affiliate enforceable in accordance with its terms.

3.6 **Legal Proceedings.** The RC Affiliate represents and warrants that, to the best of the RC Affiliate’s and the Associated Persons’ knowledge (including their respective affiliates), that there are no pending investigations, proceedings, lawsuits, litigation, or any other similar matter, whether pending, threatened, preliminary, actual, or otherwise, with respect to the RC Affiliate, the NCE, the JCE, the Project, and all Associated Persons, affiliates, and representatives thereof

Initials RC RP Initials RCA SK

STATE
WIDE **EB5**[™]
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

(collectively “**Legal Proceedings**”). The RC Affiliate shall promptly notify the Regional Center and of any Legal Proceedings, including any notice or communication by the SEC, USCIS, or any other domestic or foreign regulatory agency to the RC Affiliate regarding the RC Affiliate, the Project, the Principals, the Regional Center or any of their respective principals, officers, directors, employees, affiliates, or representatives. The policies and procedures for reporting Legal Proceedings are explained more fully in Exhibit E. The RC Affiliate’s failure to meet the representations, warranties, and obligations in this Section 3.6 shall constitute an incurable breach by the RC Affiliate of this Agreement.

3.7 **Record Keeping**. The RC Affiliate shall maintain detailed and complete records with respect to its business, the Project, the EB-5 Investors, and the EB-5 Program. The policies and procedures for Record Keeping are explained more fully in Exhibit E. The RC Affiliate shall provide prompt access to all of its books and records as reasonably requested by the Regional Center.

3.8 **Regional Center Compliance Questionnaire**. The RC Affiliate hereby agrees to provide a fully completed Regional Center Compliance Questionnaire executed by the RC Affiliate, the most current form of which is attached hereto as Exhibit B, at such frequency as determined by the Regional Center in its sole discretion. The RC Affiliate acknowledges, consents, and agrees that the Regional Center may modify, amend, update, add, or replace all or any portion of the Regional Center Compliance Questionnaire at any time without notice, and the RC Affiliate agrees that the form of Regional Center Compliance Questionnaire attached hereto as Exhibit B may be automatically replaced by such new or modified form, and that this provision shall remain in full force and effect with respect to such new or modified form. The RC Affiliate acknowledges and agrees that timely provision and completion of the Regional Center Compliance Questionnaire is a necessary, required, and critical condition with respect to the grant of the Affiliation Rights hereunder. Upon each submission of the Regional Center Compliance Questionnaire to the Regional Center, the RC Affiliate represents and warrants that all information provided by the RC Affiliate therein is accurate and free of any omissions to the best of the RC Affiliate’s knowledge, and such other representations and warranties indicated therein. The RC Affiliate’s failure to meet the representations and warranties in the immediately preceding sentence shall constitute an incurable breach of this Agreement by the RC Affiliate.

3.9 **Investor Filings**. The RC Affiliate hereby agrees to notify the Regional Center immediately prior to any EB-5 Investor filing any I-526E Petition or I-829 Petition with USCIS. The RC Affiliate shall provide fully executed subscription documents with respect to each such EB-5 Investor’s investment in the NCE that includes the language indicated in Section 2.13 of this Agreement. The RC Affiliate shall provide copies of all USCIS receipt notices (on Form I-797C or otherwise) immediately following receipt by the RC Affiliate of such receipt notices from USCIS, and in any event within 10 days of the notice date on such receipt notices or the notice date on any other form of USCIS communication. The RC Affiliate hereby agrees to provide a fully completed Individual Investor Intake Form executed by the RC Affiliate, the most current form of which is attached hereto as Exhibit C, within three business days of any I-526E Petition

Initials RC SP Initials RCA SK

**STATE
WIDE EB5™**
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

filing by any EB-5 Investor using the Regional Center. The RC Affiliate acknowledges, consents and agrees that the Regional Center may modify, amend, update, add, or replace all or any portion of the Individual Investor Intake Form at any time without notice, and the RC Affiliate agrees that the form of Individual Investor Intake Form attached hereto as Exhibit C may be automatically replaced by such new or modified form, and that this provision shall remain in full force and effect with respect to such new or modified form. The RC Affiliate acknowledges and agrees that timely provision and completion of the Individual Investor Intake Form is a necessary, required, and critical condition with respect to the grant of the Affiliation Rights hereunder. Upon each submission of the Individual Investor Intake Form to the Regional Center, the RC Affiliate represents and warrants that all information provided by the RC Affiliate therein is accurate and free of any omissions to the best of the RC Affiliate’s knowledge, and such other representations and warranties indicated therein. The RC Affiliate’s failure to meet the obligations, representations, and warranties in this Section 3.9 shall constitute an incurable breach by the RC Affiliate of this Agreement, *provided that*, simple clerical errors or mistakes in the Individual Investor Intake Form shall not constitute an incurable breach if the RC Affiliate corrects and notifies the Regional Center promptly after discovery thereof by the RC Affiliate.

3.10 **Cooperation with Regional Center Audits.** Pursuant to the EB-5 Regulations, USCIS shall periodically conduct an audit of the Regional Center. The RC Affiliate agrees, to the extent practicable, to cooperate with the Regional Center by providing information to the Regional Center and USCIS.

3.11 **Site Visits.** Either the Regional Center or USCIS may notify the RC Affiliate of its intent to perform an in-person inspection (a “**Site Visit**”) at the Project’s location. Performance of a Site Visit may require the JCE or an affiliate of the JCE to grant access to one or more representatives of the Regional Center or USCIS. There is no limit to the number or frequency of Site Visits which may be performed. The policies and procedures for Site Visits are more fully described in Exhibit E. The RC Affiliate’s failure to grant full access to the Project or otherwise reasonably cooperate with a Site Visit shall constitute an incurable breach of this Agreement by the RC Affiliate.

3.12 **Consent to Ongoing Compliance.** The RC Affiliate hereby acknowledges, agrees, and consents to any and all requests for forms, reports, information, data, or records, and any and all other requests for cooperation by the Regional Center to the RC Affiliate related to the EB-5 Program and the Regional Center’s compliance obligations under the EB-5 Regulations (collectively, the “**Compliance Requests**”), USCIS, the SEC, or any other governmental or regulatory authorities. Upon submission and satisfaction of any information in such Compliance Requests to the Regional Center, the RC Affiliate represents and warrants that all information provided by the RC Affiliate is accurate and free of any omissions to the best of the RC Affiliate’s knowledge, and such other representations and warranties indicated with respect to such Compliance Requests. The RC Affiliate’s failure to meet the obligations, representations, and warranties in this Section 3.12 shall constitute an incurable breach by the RC Affiliate of this Agreement, *provided that* simple clerical errors or mistakes in responses to the Compliance

Initials RC YAP Initials RCA SK

STATE
WIDE EB5™
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

Requests shall not constitute an incurable breach if the RC Affiliate corrects and notifies the Regional Center promptly after discovery thereof by the RC Affiliate.

3.13 **Reporting Requirements.** The RC Affiliate shall report to the Regional Center all information requested of it by the Regional Center pertaining to the EB-5 Program, any EB-5 Investor, the Project, the RC Affiliate, the NCE, the JCE, the Associated Persons, or any if their respective officers, directors, employees, representatives, and affiliates, in a timely manner. Required documents in a foreign language shall include all translations into English along with the qualifications of the translator. The policies and procedures for reporting are explained more fully in Exhibit E.

3.14 **Full and Accurate Disclosure.** The RC Affiliate represents and warrants that all information provided by the RC Affiliate in this Agreement or in any of the Project Documentation or other documents or materials provided to the Regional Center during the term of this Agreement does not contain any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. The RC Affiliate’s failure to meet the representations and warranties in this Section 3.14 shall constitute an incurable breach of this Agreement by the RC Affiliate.

3.15 **Ownership.** Without the prior written consent of the Regional Center, there shall be no change in the day-to-day control and management of the RC Affiliate, and no change in the corporate or organizational documents of the RC Affiliate. For purposes of this Agreement, the terms “change of ownership or control” and “change in corporate arrangements of the RC Affiliate” shall include, but shall not be limited to, any change in ownership caused by or resulting from (a) a transfer of stock ownership in any corporation comprising the RC Affiliate; (b) a transfer of any partnership interest in any limited partnership comprising the RC Affiliate; (c) the transfer of any membership interest in any limited liability company comprising the RC Affiliate; (d) any sale, gift, exchange or other disposition of any monument of ownership in the RC Affiliate whatsoever; and (e) any sale or other disposition of a substantial portion of the RC Affiliate’s assets. Pursuant to the EB-5 Regulations, ownership of the NCE and affiliated JCE is restricted to citizens and permanent residents of the United States.

3.16 **Promoter Registration and Contracts.** The RC Affiliate hereby agrees to require all Promoters previously approved by the Regional Center (see Section 2.20) to register with USCIS, by filing Form I-956K, *Registration for Direct and Third-Party Promoters* (“**Form I-956K**”), with USCIS, and satisfy other requirements, as described in the EB-5 Regulations. Additionally, the RC Affiliate shall provide to the Regional Center current copies of all contracts with Promoters. The RC Affiliate’s failure to comply with—or is failure to ensure the NCE’s or JCE’s compliance with—the EB-5 Regulations with respect Promoters, or the use of Promoters not approved by the Regional Center, shall constitute an incurable breach of this Agreement by the RC Affiliate.

3.17 **Material Change.** The RC Affiliate shall continually monitor the Project’s progress and the activities of the JCE related to the Project and promptly report any Material Change (as

Initials RC YAP Initials RCA SK

“A professional regional center covering the entire state of Texas”

hereinafter defined) in the Project relative to the Business Plan provided to the Regional Center by the RC Affiliate (see Section 2.5). The EB-5 Regulations do not provide a precise definition of Material Change. Instead, the determination of what constitutes a Material Change has largely been a matter of discretion on the part of USCIS. For the purposes of this Agreement, a “**Material Change**” is any variation in the size, scope, design, or use of the Project from what is described in the Project’s Business Plan and Offering Documents. The Regional Center shall, in its sole discretion, report a Material Change to USCIS as required in the EB-5 Regulations. The policies and procedures for reporting Material Change are more fully described in Exhibit E.

3.18 **EB-5 Program.** The RC Affiliate acknowledges that the EB-5 Program is policy-driven and that its administration and requirements for EB-5 Investor approval and Project qualification are constantly changing, evolving, and being subject to new and different interpretations by USCIS. These changes include legislative changes, such as the EB-5 Reform and Integrity Act of 2022, and any and all policies promulgated by USCIS as a result of such legislative changes. The RC Affiliate acknowledges that the Regional Center does not represent or warrant in any way the approval by USCIS of the Project or Project Documentation. The RC Affiliate shall cooperate in good faith with the Regional Center with respect to any and all requirements including, but not limited to, requirements with respect to investor eligibility and job creation, as may be imposed or requested by USCIS or any other governmental agency for the duration of this Agreement. In addition, the RC Affiliate covenants and agrees that it will at all times: (a) comply with the EB-5 Regulations and standards adopted by USCIS from time to time, each as in effect from time to time (collectively the “**Standards**”); and (b) use best efforts to comply with any changes to the Standards that have or could have a retroactive effect on the RC Affiliate (including without limitation, any changes to USCIS adjudication policy relating to the reinvestment of proceeds in one or more alternative investments with respect to the continuous “sustainment” of capital investments throughout the period of conditional residency applicable to EB-5 Investors).

3.19 **Warranties.** The RC Affiliate hereby represents and warrants that all undertakings, representations, covenants, and promises made by it herein, are true and correct, binding and enforceable against it, and shall survive its execution, default, and the termination of this Agreement.

SECTION 4. TERM AND TERMINATION

4.1 **Term.** This Agreement shall become effective as of the date hereof and shall continue in full force and effect until all I-829 Petitions of the EB-5 Investors, with respect to the Project, have been adjudicated, in either the form of an approval or denial, by USCIS, or until earlier terminated.

4.2 **Termination.** The Regional Center shall have the right to terminate this Agreement (a) as to any curable default hereunder, if the RC Affiliate breaches any material provision of this Agreement and fails to cure such breach within 10 days after receiving notice of such breach from the Regional Center, (b) if the RC Affiliate fails to pay any amounts when due under this

Initials RC MA Initials RCA SK

“A professional regional center covering the entire state of Texas”

Agreement within five days of such due date, or (c) immediately, upon an incurable breach by the RC Affiliate of this Agreement including, but not limited to, the failure by the RC Affiliate to satisfy any condition in SECTION 2 or any breach by the RC Affiliate of Sections 3.1, 3.2, 3.5, 3.7, 3.8, 3.9, 3.12, and 3.13, hereof, or (d) if any proceedings in bankruptcy, any reorganization, or any appointment of a receiver or trustee or any other proceedings under any law for the relief of debtors shall be instituted by the RC Affiliate and remain un-dismissed or un-stayed for an aggregate period of 30 days, or (e) immediately if the RC Affiliate makes an assignment for the benefit of creditors. The right to terminate under this Section 4.2 shall be in addition to, and not in lieu of, all other rights and remedies the Regional Center may have at law or in equity.

4.3 **Effect of Termination.** Any termination of this Agreement shall only terminate the Affiliation Rights granted hereunder and shall not release the RC Affiliate from any liabilities or obligations accrued as of the date of such termination. All amounts paid to the Regional Center under this Agreement are non-refundable and the RC Affiliate shall have no recourse with respect to the return of any such Investor Funds upon termination of this Agreement. Upon termination of this Agreement, the RC Affiliate shall remove all mention of the Regional Center, or any of its principals or affiliates, from any Project Documentation or materials related to the Project or the RC Affiliate or any of its affiliates or Associated Persons, including any promotional materials, advertisements, or other information available to the public or provided to third parties. The RC Affiliate shall promptly notify USCIS of the termination of the Affiliation Rights and the RC Affiliate expressly consents to the Regional Center notifying USCIS of such termination.

SECTION 5. INDEMNIFICATION

5.1 **Indemnification.** The RC Affiliate hereby agrees to defend, indemnify, and hold harmless the Regional Center, its affiliates, and their respective directors, officers, employees, agents and representatives against any and all claims, losses, damages and liabilities, including reasonable attorneys' fees and all costs (as defined herein) and expenses arising out of or resulting from (a) any breach of any condition, obligation, representation, warranty, or covenant of the RC Affiliate hereunder, (b) any negligence or willful misconduct of the RC Affiliate, its affiliates or their respective directors, officers, employees, agents, or representatives, (c) any negligence or willful misconduct related to the Parties, including third parties, associated with the Project, its affiliates, or their respective directors, officers, employees, agents, or representatives, and (d) any transaction, act, omission, event, or circumstance, in any way connected with the RC Affiliate, the Project, the Project Documentation or the EB-5 Program. Such indemnification shall survive the termination of this Agreement.

SECTION 6. MISCELLANEOUS

6.1 **Entire Agreement.** This Agreement, including all exhibits and appendices, contains the entire agreement between the Parties with respect to the transactions contemplated herein, and

Initials RC SP Initials RCA SK

**STATE
WIDE EB5**
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

supersedes all prior negotiations or agreements with respect thereto, whether written or oral. Once signed, this Agreement is a binding obligation and may not be modified, altered, amended, terminated, or rescinded except by another such writing signed by all Parties, except that with respect to any Joinder of any individual or entity listed in Schedule 1 of this Agreement, such Joinder shall only require the execution of the joining individual or entity, the RC Affiliate, and the Regional Center.

6.2 **Notices.** For the purposes of this Agreement and any transaction contemplated or duty created herein, all notices, offers, acceptances, and other communications required or permitted hereunder shall be in writing and shall be delivered (a) in person; (b) by means of registered or certified mail, return receipt requested, postage prepaid; (c) any nationally utilized overnight delivery services; or (d) by email requesting acknowledgement by the other Party and receipt of such acknowledgment. All such notices shall be deemed to be respectively given if (e) delivered by hand, on such date of hand delivery; (f) if mailed by registered or certified mail, on the third business day after such mailing; (g) if sent by overnight delivery services, on the first business day after such delivery; or (h) if sent by electronic mail (“**E-Mail**”), on the date of such e-mail acknowledgment sent by the Party that is the e-mail recipient. Notices to the Parties shall be sent to the addresses set forth below.

If to the Regional Center:

State Wide EB5 Regional Center LLC
3311 Woods Blvd.
Tyler, TX 75707
Attention: Gary Perkins
469-688-7798
gperkins@statewideeb5.com

If to the RC Affiliate:

Friona Dairy EB5 Investors Fund LP (the NCE)
2681 MacArthur Blvd., Suite 202
Lewisville, TX 75067
Attention: Sai Konda
Cell Phone: 279-666-3276
Email: info@moodairyfarms.com
Website: https://moodairyfarms.com

6.3 **Confidentiality.** Except as required by law, regulation, or legal, regulatory or judicial process, the RC Affiliate and its affiliates shall direct their respective employees, officers, directors and representatives to not, directly or indirectly, disclose to any other person or entity the existence or any of the terms or conditions of this Agreement, including any exhibits, appendices, accompanying documents, materials or any other documents relating thereto, any information,

Initials RC GP Initials RCA SK

STATE
WIDE EB5™
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

forms, reports or other correspondence provided by the Regional Center including, but not limited to, the Regional Center Affiliation Form, the Regional Center Compliance Questionnaire, and the Individual Investor Intake Form, and/or any discussions related to any of the foregoing.

6.4 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, personal representatives, successors and permitted assigns, creditors, permitted transferees or successors in interest, whether by operation of law or otherwise, of the Parties to this Agreement.

6.5 **Assignability.** The rights and obligations of the RC Affiliate pursuant to this Agreement may not be assigned to any third party without the written consent of the Regional Center.

6.6 **Amendment.** This Agreement may be amended only by a written instrument signed by all the Parties. No Party to this Agreement shall be bound by any modification or amendment of this Agreement unless the modification or amendment is in writing and signed by all the Parties to this Agreement. Notwithstanding the foregoing, the Joinder of any individual or entity listed in Schedule 1 of this Agreement is expressly permitted by the Parties and shall not constitute an amendment to this Agreement.

6.7 **Severability.** Should any part of this Agreement be declared invalid or unenforceable for any reason, such decision shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

6.8 **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. A facsimile or electronic copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

6.9 **Late Payments.** All overdue amounts shall bear interest at a rate of the lesser of (a) 12.0% per annum or (b) the maximum non-usurious rate permitted by law. Amounts are deemed overdue once the payment deadline indicated with respect to such payment in this Agreement has expired. Failure to pay such amounts when due shall constitute a material breach of this Agreement, accelerating all amounts due hereunder to be then due and payable, and entitling the Regional Center to all rights/remedies provided herein or by applicable law or in equity, including termination of this Agreement.

6.10 **Specific Performance & Enforcement.** In the event of any breach or default hereunder by either Party during the term of this Agreement, in addition to any other remedies available to the non-breaching Party under this Agreement or otherwise, such non-breaching Party shall be entitled to obtain the specific performance, in addition to other remedies available to it, by the breaching Party of its obligations under this Agreement. In the event any litigation is brought to enforce or interpret the terms of this Agreement, the prevailing Party in such action shall be entitled to recover its attorney's fees and all costs and expenses, including those fees, costs and expenses incurred before institution of the action, after institution of the action, and on appeal, including

Initials RC SM Initials RCA SK

**STATE
WIDE EB5™**
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

attorney’s fees and associated costs incurred for determining the actual amount of the attorney’s fees and cost award. “Cost” is defined to include, but is not limited to, long-distance calls, copy charges, postage, courier service fees, overnight delivery fees, attorney’s travel expenses, all depositions, witness fees, expert witness fees, expert witness travel time, and each and every other cost associated with the litigation or effort to collect sums due hereunder. In any such action brought to enforce or interpret the terms of this Agreement, the exclusive venue for any such action shall be in Smith County, Texas in Tyler, Texas. Each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of and agrees that venue shall be proper in the state, local courts of, Smith County, Texas in Tyler, Texas and federal courts of, Smith County, Texas in Tyler, Texas, and irrevocably waive, to the fullest extent permitted by law, any objection that any of them may now or hereafter have to the laying of jurisdiction or venue in any suit, action or proceeding arising out of, resulting from, or relating to this Agreement or any judgment entered by any court with respect hereof brought in Smith County, Texas in Tyler, Texas, and further hereby irrevocably waive any claim that any suit, action or proceeding brought in Smith County, Texas in Tyler, Texas has been brought in an inconvenient forum. The Parties hereto hereby agree that the laws of the State of Texas shall apply to any litigation brought by either of the Parties.

In making such covenant, the RC Affiliate agrees that it shall be considered to have negotiated for this provision and hereby waives any/all objections to jurisdiction, choice of law and/or venue in any litigation arising out of or resulting from this Agreement.

6.11 **Time is of the Essence.** Time is of the essence in the execution of and in the performance of all actions required by this Agreement.

6.12 **List of Attachments.**

- By checking the box at left, the RC Affiliate acknowledges receipt of the List of Joinders to the RC Affiliate, which is Schedule 1 to this Agreement.
- By checking the box at left, the RC Affiliate acknowledges receipt of the Joinder to the RC Affiliation, which is Schedule 2 to this Agreement.
- By checking the box at left, the RC Affiliate acknowledges receipt of the Regional Center Affiliation for the RC Affiliate, which is Exhibit A to this Agreement.
- By checking the box at left, the RC Affiliate acknowledges receipt of the Form of Compliance Questionnaire for the RC Affiliate, which is Exhibit B to this Agreement.
- By checking the box at left, the RC Affiliate acknowledges receipt of the Individual Investor Intake Form for the RC Affiliate, which is Exhibit C to this Agreement.

Initials RC MP Initials RCA SK

STATE WIDE EB5™
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

- By checking the box at left, the RC Affiliate acknowledges receipt of the General Business Plan for the RC Affiliate, which is Exhibit D to this Agreement.
- By checking the box at left, the RC Affiliate acknowledges receipt of the Compliance Policies and Procedures for the RC Affiliate, which is Exhibit E to this Agreement.
- By checking the box at left, the RC Affiliate acknowledges receipt of the Schedule of Monetary Fines, which is Exhibit F to this Agreement.
- By checking the box at left, the RC Affiliate acknowledges receipt of the Form of Waiver and Release, which is Exhibit G to this Agreement.
- By checking the box at left, the RC Affiliate acknowledges receipt of the Acknowledgement – Promotion of the Offering, which is Exhibit H to this Agreement.
- By checking the box at left, the RC Affiliate acknowledges receipt of the Wiring Instructions to the REGIONAL CENTER, which is Exhibit I to this Agreement.
- By checking the box at left, the RC Affiliate acknowledges receipt of the Materials For EB-5 Immigrant Investor Finders, which is Exhibit J to this Agreement.

[Signature Page Follows]

Initials RC VA Initials RCA SK

**STATE
WIDE EB5™**
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

REGIONAL CENTER:

State Wide EB5 Regional Center LLC

By: Gary Perkins

Gary Perkins
Managing Member
3311 Woods Blvd.
Tyler, TX 75707
469-688-7798 or 903-595-1160
gperkins@statewideeb5.com
www.statewideeb5.com

RC AFFILIATE:

Friona Dairy EB5 Investors Fund LP (the NCE)

By: K. SIKR

Sai Konda
Manager
2681 MacArthur Blvd., Suite 202
Lewisville, TX 75067
279-666-3276
info@moodairyfarms.com
<https://moodairyfarms.com>

By Its General Partner:

Friona Dairy EB5 GP LLC (the GP)

By: K. SIKR

Sai Konda
Manager
2681 MacArthur Blvd., Suite 202
Lewisville, TX 75067
279-666-3276
info@moodairyfarms.com
<https://moodairyfarms.com>

Initials RC SK Initials RCA SK

**STATE
WIDE EB5™**
REGIONAL CENTER, LLC

“A professional regional center covering the entire state of Texas”

Schedule 1

List of Required Joinders to Regional Center Affiliation Agreement

Instructions: Please fill in, to the fullest extent applicable, and as soon as such information is available, all entities involved in the roles and responsibilities indicated in Section 2.1 of the Regional Center Affiliation Agreement to which this Schedule 1 is attached.

Entity Legal Name	Address for Notice	Name of Contact Person	Telephone Number of Contact Person	E-Mail Address of Contact Person
Friona Dairy EB5 Investors Fund LP (the NCE)	2681 MacArthur Blvd., Suite 202, Lewisville, TX 75067	Sai Konda	279-666-3276	info@moodairyfarms.com
Friona Dairy EB5 GP LLC (the GP)	2681 MacArthur Blvd., Suite 202, Lewisville, TX 75067	Sai Konda	279-666-3276	info@moodairyfarms.com
Royal Ag and Dairy Holdings LLC (the JCE)	2681 MacArthur Blvd., Suite 202, Lewisville, TX 75067	Sai Konda	279-666-3276	info@moodairyfarms.com

Initials RC SK Initials RCA SK



"A professional regional center covering the entire state of Texas"

Schedule 2

JOINDER TO REGIONAL CENTER AFFILIATION AGREEMENT

To be attached to and made part of that certain Regional Center Affiliation Agreement between **State Wide EB5 Regional Center LLC, and Friona Dairy EB5 Investors Fund LP.**

The undersigned hereby acknowledges that the undersigned has received and reviewed a complete copy of that certain Regional Center Affiliation Agreement between **State Wide EB5 Regional Center LLC, and Friona Dairy EB5 Investors Fund LP**, (the "RC Affiliate") dated as of March 26, 2026, (the "Agreement").

The undersigned agrees that upon execution of this joinder, the undersigned shall become a Party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms, and conditions of the Agreement as though an original Party thereto and shall be deemed an affiliate of the RC Affiliate as provided therein for all purposes thereof. By executing this joinder, the undersigned hereby confirms the covenants, obligations, responsibilities, undertakings, representations and warranties set forth in the Agreement.

Friona Dairy EB5 Investors Fund LP (the NCE)

By: K. SIKONDA
Name: Sai Konda

Title: Manager

Date: March 26, 2026

Royal Ag and Dairy Holdings LLC (the JCE)

By: K. SIKONDA
Name: Sai Konda

Title: Manager

Date: March 26, 2026

Initials RC SK Initials RCA SK

Exhibit 3. Land Ownership Information

[Please see attached]

Truly Title GF #: 25000020-03

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Executed this 18th day of February, 2025

Grantor: Black Ridge Dairy, L.L.C., a Texas limited liability company

Grantor's Mailing Address: 300 N Chicago, Portales, NM 88130

Grantee: Royal AG and Dairy Holdings LLC, a Texas limited liability company

Grantee's Mailing Address: 7224 Sugar Maple Drive, Irving, TX 75063

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

ATTACHED AS "EXHIBIT A"

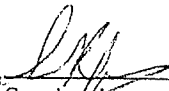
Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2025 and subsequent years, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Black Ridge Dairy, L.L.C., a Texas limited liability company

By: 
Stanley Jones, Managing Member


STATE OF ~~TEXAS~~ NEW MEXICO

COUNTY OF Roosevelt.

This instrument was acknowledged before me on February 18, 2025, by Stanley Jones, Managing Member of Black Ridge Dairy, L.L.C., a Texas limited liability company.

(Notary Seal)

STATE OF NEW MEXICO
NOTARY PUBLIC
GABRIELLE THORNTON
COMMISSION NUMBER 1135811
EXPIRATION DATE 10/26/2025


Notary Public, State of ~~Texas~~ New Mexico

After recording return to:
Royal Ag and Dairy Holdings LLC
7224 Sugar Maple Drive
Irving, TX 75063

EXHIBIT A

DESCRIPTION TRACT 1

A 336.08± acre tract of land out of Sections 24 and 25 of Township 1 North Range 4 East, Capitol Syndicate Subdivision, Parmer County, Texas, further being that same tract of land described in Volume 284, Page 402, Official Public Records of Parmer County, Texas, said 336.08± acre tract of land having been surveyed by Furman Land Surveyors Inc. and being described by metes and bounds as follows:

BEGINNING at a galvanized cable found of record for the common corner of Sections 23, 24, 25 and 26 of said Range 4 East, same being a corner of this tract of land;

THENCE N. 00° 25' 38" W. 633.15 feet, along the common line of said Sections 23 and 24, to a point being a corner of this tract of land, same being the Southwest corner of a 3.29± acre tract of land surveyed simultaneously;

THENCE N. 89° 34' 19" E. at a distance of 30.00 feet pass a 1/2 inch iron rod with cap stamped "1848" found of record in the East physical Right-of-Way of County Road 23, continuing for a total distance of 420.57 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for a corner of this tract of land, same being the Southeast corner of said 3.29± acre tract of land;

THENCE N. 00° 25' 38" W. 340.52 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for a corner of this tract of land, same being the Northeast corner of said 3.29 acre tract of land;

THENCE S. 89° 34' 19" W. at a distance of 390.57 feet pass a 1/2 inch iron rod with cap stamped "1848" found of record in the East physical Right-of-Way of County Road 23, continuing for a total distance of 420.57 feet to a point in the common line of said Sections 23 and 24 for a corner of this tract of land, same being the Northwest corner of said 3.29± acre tract of land;

THENCE N. 00° 25' 38" W. 4,307.43 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for the common corner of Sections 13, 14, 23 and 24 of said Range 4 East, same being the Northwest corner of this tract of land;

THENCE N. 89° 32' 04" E. 2,906.70 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for the East common corner of said Sections 13 and 24, for the Northeast corner of this tract of land;

THENCE S. 02° 24' 50" E. along the East line of said Section 24, at a distance of 30.83 feet pass a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the South physical Right-of-Way of County Road E, same being the Northwest corner of a 262.29± acre tract of land surveyed simultaneously, continuing for a total distance of 3,987.63 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the North Right-of-Way of U.S. Highway 60, for the Southeast corner of this tract of land, same being the Southwest corner of said 262.29 acre tract of land, from whence a "X-DOT" brass cap in concrete found bears N. 56° 42' 36" E. 595.01 feet;

THENCE S. 56° 42' 18" W. along said North Right-of-Way, at a distance of 2,390.47 feet pass a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the common line of said Sections 24 and 25, continuing for a total distance of 3,096.08 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for a corner of this tract of land;

THENCE N. 39° 51' 48" W. 61.66 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for a corner of this tract of land;

THENCE N. 53° 41' 02" W. 28.70 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for a corner of this tract of land;

THENCE N. 79° 59' 18" W. 13.96 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for a corner of this tract of land;

THENCE S. 73° 10' 11" W. 15.19 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for a corner of this tract of land;

THENCE S. 57° 00' 39" W. 45.46 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for a corner of this tract of land;

THENCE S. 64° 06' 29" W. 48.94 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for a corner of this tract of land;

THENCE S. 74° 35' 04" W. 147.39 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for a corner of this tract of land;

THENCE S. 80° 02' 57" W. 46.77 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for a corner of this tract of land;

THENCE N. 81° 29' 57" W. 16.31 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for a corner of this tract of land;

THENCE N. 64° 10' 45" W. 73.81 feet to a 1-1/2 inch iron pipe found in the common line of said Sections 25 and 26, for the Southwest corner of this tract of land, from whence a railroad spike found of record for the common corner of Sections 25, 26, 35 and 36 of said Range 4 East bears S. 00° 31' 50" E. 4,904.97 feet;

THENCE N. 00° 31' 50" W. 375.60 feet, along the common line of said Sections 25 and 26, to the PLACE OF BEGINNING and containing 336.08 acres of land, more or less, of which 6.27 acres of land, more or less, lies within the physical Right-of-Way of County Roads.

DESCRIPTION TRACT 2

A 3.29± acre tract of land out of Section 24 of Township 1 North Range 4 East, Capitol Syndicate Subdivision, Parmer County, Texas, further being that same tract of land described in Volume 106, Page 177, Official Public Records of Parmer County, Texas, said 3.29± acre tract of land having been surveyed by Furman Land Surveyors Inc. and being described by metes and bounds as follows:

COMMENCING at a galvanized cable found of record for the common corner of Sections 23, 24, 25 and 26 of said Range 4 East, same being a corner of a 336.08± acre tract of land surveyed simultaneously;

THENCE N. 00° 25' 38" W. 633.15 feet, along the common line of said Sections 23 and 24, to a point Southwest and BEGINNING CORNER of this tract of land, same being a corner of said 336.08± acre tract of land;

THENCE N. 00° 25' 38" W. 340.52 feet, along the common line of said Sections 23 and 24, to a point being the Northwest corner of this tract of land, same being a corner of said 336.08± acre tract of land, from whence a 1/2 inch iron rod with cap stamped "1848" found of record for the common corner of Sections 13, 14, 23 and 24 of said Range 4 East bears N. 00° 25' 38" W. 4,307.43 feet;

THENCE N. 89° 34' 19" E. at a distance of 30.00 feet pass a 1/2 inch iron rod with cap stamped "1848" found of record in the East physical Right-of-Way of County Road 23, continuing for a total distance of 420.57 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for the Northeast corner of this tract of land, same being a corner of said 336.08± acre tract of land;

THENCE S. 00° 25' 38" E. 340.52 feet to a 1/2 inch iron rod with cap stamped "1848" found of record for the Southeast corner of this tract of land, same being a corner of said 336.08± acre tract of land;

THENCE S. 89° 34' 19" W. at a distance of 390.57 feet pass a 1/2 inch iron rod with cap stamped "1848" found of record in the East physical Right-of-Way of County Road 23, continuing for a total distance of 420.57 feet to the PLACE OF BEGINNING and containing 3.29 acres of land, more or less, of which 0.23 acres of land, more or less, lies within the physical Right-of-Way of County Road 2.

DESCRIPTION TRACT 3

A 262.29± acre tract of land out of Capitol League Nos. 465 and 468 in Parmer County, Texas, further being that same tract of land described in that certain instrument of record under Volume 12, Page 573, Official Public Records of Parmer County, Texas, said 262.29± acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the intersection of the South physical Right-of-Way of County Road E and the East line of Section 24, Township 1 North, Range 4 East, Capitol Syndicate Subdivision, Parmer County, Texas, same being the East line of a 336.08± acre tract of land surveyed simultaneously, for the Northwest corner of this tract of land, from whence the East common corner of Sections 13 and 14 of said Range 4 East, bears N. 02° 24' 50" W. 30.83 feet;

THENCE N. 88° 29' 16" E. 5,165.62 feet, along the South physical Right-of-Way of County Road E, to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the Westerly Right-of-Way of an unknown County Road, for the Northeast corner of this tract of land;

THENCE S. 33° 10' 33" E. 377.17 feet, along the Easterly physical Right-of-Way of said unknown County Road, to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the North Right-of-Way of U.S. Highway 60, for the Southeast corner of this tract of land;

THENCE S. 56° 50' 17" W. 15.01 feet, along the North Right-of-Way of U.S. Highway 60, to a 1/2 inch iron rod found for a corner of this tract of land;

THENCE S. 11° 50' 17" W. 38.30 feet, along the North Right-of-Way of U.S. Highway 60, to a 1/2 inch iron rod found for a corner of this tract of land;

THENCE S. 55° 17' 25" W. 2,708.66 feet, along the North Right-of-Way of U.S. Highway 60, to a TX-DOT brass cap in concrete found for a corner of this tract of land, same being the beginning of a curve to the left whose center bears S. 34° 42' 34" E. 11,619.16 feet;

THENCE Southwesterly 639.08 feet, along said curve to the left and along the North Right-of-Way of U.S. Highway 60, to a TX-DOT brass cap in concrete found for a corner of this tract of land;

THENCE S. 52° 08' 20" W. 1,847.77 feet, along the North Right-of-Way of U.S. Highway 60, to a TX-DOT brass cap in concrete found for a corner of this tract of land, same being the beginning of a curve to the right, whose center bears N. 37° 51' 40" W. 7,479.44 feet;

THENCE Southwesterly 596.72 feet, along said curve to the left and along the North Right-of-Way of U.S. Highway 60, to a TX-DOT brass cap in concrete found for a corner of this tract of land;

THENCE S. 56° 42' 36" W. 595.01 feet, along the North Right-of-Way of U.S. Highway 60, to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the East line of said Section 24, for the Southwest corner of this tract of land, same being the Southeast corner of said 336.08± acre tract of land;

THENCE N. 02° 24' 50" W. 3,956.80 feet, along the East line of said Section 24, to the PLACE OF BEGINNING and containing 262.29 acres of land, more or less.



FARM AND RANCH CONTRACT



NOTICE: Designated For Use In Sales Of Existing Farms Or Ranches Of Any Size. Not For Use In Complex Transactions.

1. PARTIES: The parties to this contract are Blackridge Dairy (Seller) and Praveena Beeram and/or Assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the Property (Property).

A. LAND: The land situated in the County (or Counties) of Parmer, TX Texas, described as follows: ENGLISH, LOT SW 263.71 AC, ACRES 263.71 and TOWNSHIP 1-4, LOT N. 343.29 AC EX. 3.11 AC TR SEC 24, ACRES 343.29

or as described on attached exhibit, also known as 2686 County Road 23, Friona, TX 79035 (address/zip code), together with all rights, privileges, and appurtenances pertaining thereto.

B. IMPROVEMENTS: (1) FARM and RANCH IMPROVEMENTS: The following permanently installed and built-in items, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals. (2) RESIDENTIAL IMPROVEMENTS: Any houses, garages, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

C. ACCESSORIES: (1) FARM AND RANCH ACCESSORIES: The following described related accessories: (check boxes of conveyed accessories) [X] portable buildings [] hunting blinds [] game feeders [] livestock feeders and troughs [X] irrigation equipment [X] fuel tanks [X] submersible pumps [X] pressure tanks [] corrals [X] gates [] chutes [] other: Dairy Farm including land and all farm and dairy equipment in place and any residential buildings.

(2) RESIDENTIAL ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. CROPS: Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.

E. EXCLUSIONS: The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession:

F. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 3,000,000.00 The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in the contract.

B. Sum of all financing described in the attached: [] Third Party Financing Addendum, [] Loan Assumption Addendum, [] Seller Financing Addendum. \$

C. Sales Price (Sum of A and B) \$ 3,000,000.00

D. The Sales Price [] will [X] will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within 21 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in [] 3A [] 3B [X] proportionately to 3A and 3B.

4. LEASES: Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)

[] A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.

Initialed for identification by Buyer PB and Seller M3 TREC NO. 25-15

(Address of Property)

- B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
- C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, or other natural resource lease affecting the Property to which Seller is a party.
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
- D. SURFACE LEASES: "Surface Lease" means an existing lease for the surface only of the Property (for example, grazing leases, hunting leases, agricultural leases, recreational leases, wind leases, solar leases, timber or forestry leases). (Check all applicable boxes)
 - (1) Seller has delivered to Buyer a copy of all written Surface Leases.
 - (2) Seller provides Buyer with notice of the following oral Surface Lease(s), identifying the type of lease, name of the tenant(s), rental amount, and term: _____
 - (3) Seller has not delivered to Buyer all Surface Leases (whether written or oral). Seller shall provide to Buyer a copy of all the written Surface Leases and notice of all oral Surface Leases, identifying the type of lease, the name of the tenant(s), rental amount, and term, within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Surface Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Truly Title Company - Navette Davis (Escrow Agent) at 2901 N Dallas Pkwy #130, Plano, TX 75093 (address): \$ 30,000.00 as earnest money and \$ 1,000.00 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ 0 to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 21 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by: _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) The standard printed exception for standby fees, taxes and assessments.
 - (2) Liens created as part of the financing described in Paragraph 3.
 - (3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

Initialed for identification by Buyer pp and Seller My

TREC NO. 25-15

(Address of Property)

- (4) The standard printed exception as to marital rights.
- (5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
- (7) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land survey or acceptable to the Title Company and Buyer's lender(s). (Check one box only):

- (1) Within 5 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** The existing survey will will not be recertified to a date subsequent to the Effective Date of this contract at the expense of Buyer Seller. If the existing survey is not approved by the Title Company or Buyer's lender(s), a new survey will be obtained at the expense of Buyer Seller no later than 3 days prior to Closing Date.
- (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- (4) No survey is required.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (5) above; or disclosed in the Commitment other than items 6A(1) through (7) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: _____

Buyer must object the earlier of (i) the Closing Date or (ii) 3 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. EXCEPTION DOCUMENTS: Prior to the execution of the contract, Seller has provided Buyer with copies of the Exception Documents listed below or on the attached exhibit. Matters reflected in the Exception Documents listed below or on the attached exhibit will be permitted exceptions in the Title Policy and will not be a basis for objection to title:

<u>Document</u>	<u>Date</u>	<u>Recording Reference</u>
_____	_____	_____
_____	_____	_____

F. SURFACE LEASES: The following Surface Leases will be permitted exceptions in the Title Policy and will not be a basis for objection to title: _____

G. TITLE NOTICES:
 (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the

(Address of Property)

Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

- (2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (6) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (7) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.
- (8) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (9) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (10) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (11) **REQUIRED NOTICES:** The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): _____

7. PROPERTY CONDITION:

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**

(Check one box only)

- (1) Buyer has received the Notice
- (2) Buyer has not received the Notice. Within 5 days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- (3) The Texas Property Code does not require this Seller to furnish the Notice.

Initialed for identification by Buyer pb and Seller MJ

TREC NO. 25-15

(Address of Property)

- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.
- D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

- E. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs to Buyer at closing. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.
- F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. SELLER'S DISCLOSURE:
 - (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
 - (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
 - (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.
 - (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
 If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____
- I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ _____. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**
- J. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit: _____

Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____
- B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before January 31, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION:

- A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
- B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:
 - (1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and
 - (2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS:

(This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) **1. Seller acknowledges that the buyer is going to improve the facility during the due diligence period and provides permission to carryout required**
Continued... See Addendum Special Provisions 1

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Expenses payable by Seller (Seller's Expenses):
 - (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.
 - (b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
 - (2) Expenses payable by Buyer (Buyer's Expenses) Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will

affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

Initialed for identification by Buyer PB and Seller My

TREC NO. 25-15

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non- foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 7224 Sugar Maple Dr **To Seller at:** 300 Chicago

Irving, TX 75063 **Portales, NM 88130**

Phone: (573)291-4356 Phone: (559)805-6347

E-mail/Fax: prasad.amati@gmail.com E-mail/Fax: _____

E-mail/Fax: _____ E-mail/Fax: _____

With a copy to Buyer's agent at: With a copy to Seller's agent at:

ram@ramgubbala.com arnel@schuil.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Loan Assumption Addendum
- Addendum for Sale of Other Property by Buyer
- Addendum for "Back-Up" Contract
- Addendum for Coastal Area Property
- Addendum for Authorizing Hydrostatic Testing
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum containing Notice of Obligation to Pay Improvement District Assessment
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Seller's Temporary Residential Lease
- Short Sale Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- Addendum for Property in a Propane Gas System Service Area
- Addendum Regarding Residential Leases
- Addendum Regarding Fixture Leases
- Other (list): _____

Initialed for identification by Buyer PB and Seller MS

TREC NO. 25-15

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

EXECUTED the 1st day of January, 2025 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

DocuSigned by:
Pravina Balkam
Buyer F5E5F49423...

Signed by:
Mark Guess
Seller Mark Guess

January 1, 2025

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936- 3000 (<http://www.trec.texas.gov>) TREC NO. 25-15. This form replaces TREC NO. 25-14.

RATIFICATION OF FEE

Listing Broker has agreed to pay Other Broker _____ of the total Sales Price when Listing Broker's fee is received. Escrow Agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Other Broker: _____ Listing Broker: _____
By: _____ By: _____

BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES

DHS Realty LLC Other Broker	9010361 License No.	Schuil & Associates, INC Listing or Principal Broker Firm	License No.
RAM GUBBALA Associate's Name	0730175 License No.	Arnel Koster Listing Associate's Name	00886351 License No.
Team Name		Team Name	
RAMGUBBALA@GMAIL.COM Associate's Email Address	(913)375-0510 Phone	arnel@schuil.com Listing Associate's Email Address	(559)805-6347 Phone
DOUGLAS H SMITH Licensed Supervisor of Associate	0439277 License No	5020 W. Mineral King Ave. Listing Broker's Office Address	00886351 License No.
8005 Fallmeadow Cir Other Broker's Office Address	(972)979-8413 Phone	5020 W. Mineral King Ave. Listing Broker's Office Address	Phone
Plano City	TX State	75024-6850 Zip	Visalia City
			CA State
			93291 Zip

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Selling Associate License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

represents Seller Only
 Buyer Only
 Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) Seller Buyer will pay Listing/Principal Broker a cash fee of \$ _____ or _____ % of the total Sales Price; and (b) Seller Buyer will pay Other Broker a cash fee of \$ _____ or **2.000** % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

DO NOT SIGN IF THERE IS A SEPARATE AGREEMENT FOR PAYMENT OF BROKERS' FEES. Brokers' fees are negotiable. Brokers' fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by the Texas Real Estate Commission.

Signed by: Mark Guss
Seller Mark Guss

January 1, 2025

DocuSigned by: Praveena Duram
Buyer

Seller

Buyer

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent Truly Title Company - Navette Davis Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDENDUM

PROPERTY: **2686 County Road 23 , Friona, TX 79035**

1) Special Provisions inspections.

2. Seller agrees to sign all the required documents as land owner to obtain the permits, apply for financing, or any other purpose in a timely manner without affecting the buyer plans to start the dairy operations at the earliest possible date.

3. Extension of Escrow closing: \$30,000 earnest money deposit to go hard and pass through to seller and will become Nonrefundable to the buyer for a 30 day extension to close escrow past C.O.E date.

4. Broker Commission: Seller is paying a total of 4% of the purchase price to be split 50/50 between the listing (2%) and procuring (2%), Broker house.

5. Seller reserves the right to have his/her counsel review and approve this Purchase & Sale Agreement.

6. Calf Pens are NOT part of this sale. Seller will arrange to remove the calf pens after close of escrow.

7. Buyer agrees to make a one-time payment of \$7,500 toward the 2024 crop as part of the terms of the agreement.

8. Rolling Equipment is NOT part of this sale.

Date: January 1, 2025

DocuSigned by:
Praveena Buram
Signature

Date: _____

Signature

Date: January 1, 2025

Signed by:
Mark Guss
Signature

Date: _____

Signature

Addendum



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-04-2024

AMENDMENT

TO CONTRACT CONCERNING THE PROPERTY AT



2686 County Road 23

Frona

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- (1) The Sales Price in Paragraph 3 of the contract is:
A. Cash portion of Sales Price payable by Buyer at closing
B. Sum of financing described in the contract
C. Sales Price (Sum of A and B)
(2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
[X] (3) The date in Paragraph 9 of the contract is changed to March 3, 2025.
(4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ or % of the Sales Price (check one box only).
(5) The amount in Paragraph 12A(1)(c) of the contract is changed to \$.
(6) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ by Seller; \$ by Buyer.
(7) Buyer has paid Seller an additional Option Fee of \$ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on , . This additional Option Fee will will not be credited to the Sales Price.
(8) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
(9) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to .
[X] (10) Other Modifications: (Real estate brokers and sales agents are prohibited from practicing law.) The Buyer under the Contract, "Praveena Beeram", hereby assigns all rights, obligations, and interests under this Contract to "ROYAL AG AND DAIRY HOLDINGS LLC". The Assignee Continued... See Addendum Other Modifications 1

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

EXECUTED the 29th day of January, 2025. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

DocuSigned by: Praveena Beeram January 27, 2025
Buyer Praveena Beeram and/or Assigns

Signed by: Mark Guss January 29, 2025
Seller Blackridge Dairy

Buyer

Seller



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov) TREC No. 39-10. This form replaces TREC No. 39-9.

TREC NO. 39-10

ADDENDUM

PROPERTY: **2686 County Road 23 , Friona, TX 79035**

1) Other Modifications

accepts this assignment and agrees to be bound by all terms and conditions of the Contract.

Multiple horizontal lines for additional text or modifications.

Date: January 27, 2025

DocuSigned by:
Praveena Buram
Signature

Date: _____

Signature

Date: January 29, 2025

Signed by:
Mark Guss
Signature

Date: _____

Signature

Addendum