

CORPORATE BYLAWS & GENERAL PARTNER AGREEMENT

NOTICE

THESE BYLAWS INTERESTS (COLLECTIVELY, THE “**INTERESTS**”) HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“**SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE, IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION THEREUNDER.

THE DELIVERY OF THIS BYLAW AGREEMENT SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY OFFER, SOLICITATION OR SALE OF INTERESTS IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM SUCH OFFER, SOLICITATION OR SALE IS UNLAWFUL.

THE INTERESTS HAVE NOT BEEN APPROVED, DISAPPROVED, ENDORSED OR RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION, ADMINISTRATOR OR REGULATORY AUTHORITY. FURTHERMORE, NONE OF THE FOREGOING AUTHORITIES HAVE REVIEWED THIS AGREEMENT OR ANY OTHER OFFERING MATERIALS OR CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS AGREEMENT OR SUCH OTHER MATERIALS. ANY REPRESENTATION TO THE CONTRARY IS ILLEGAL.

IN MAKING A DECISION TO INVEST IN THE INTERESTS, INVESTORS IN THE COMPANY MUST RELY ON THEIR OWN INDEPENDENT EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING OF THE INTERESTS AND MAKE THEIR OWN INDEPENDENT DETERMINATION OF WHETHER THE INTERESTS MEET THEIR RESPECTIVE INVESTMENT OBJECTIVES AND RISK TOLERANCE LEVEL.

BY ACQUIRING THE INTERESTS, EACH STOCKHOLDER OF THE COMPANY REPRESENTS AND WARRANTS THAT IT HAS ACQUIRED SUCH INTERESTS FOR INVESTMENT ONLY, AND THAT IT WILL NOT SELL, ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE OR OTHERWISE DEPOSE OF ITS INTERESTS WITHOUT COMPLIANCE WITH THE TERMS, CONDITIONS AND RESTRICTIONS OF THIS BYLAW AGREEMENT, AND THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE, OR IN COMPLIANCE WITH THE EXEMPTIONS THEREFROM, IF ANY, AVAILABLE THEREUNDER. INVESTORS IN THE COMPANY SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THEIR RESPECTIVE INVESTMENTS IN THE INTERESTS FOR AN INDEFINITE PERIOD OF TIME.

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EXHIBIT A. Defined Terms

BYLAWS OF GENESIS FUND CORPORATION

THESE CORPORATION BYLAWS (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, (“**Bylaws**”) of GENESIS FUND CORPORATION a/k/a GENESIS FUND CORPORATION/GENERAL PARTNER a Michigan business corporation (the “**Company**” or “**Corporation**”), is entered into as of the date set forth on the signature page hereto (the “**Effective Date**”), by and among the, Board of Directors (as hereinafter defined), Officers (as hereinafter defined) and the Stockholders (as hereinafter defined), with reference to the following (the **Bylaw Agreement**)”):

WHEREAS, the General Partner and incorporators have formed the Company as a Michigan business corporation pursuant to (i) the provisions of the Michigan General Corporation Act, (Act 327 of 1931), as amended from time to time (“**Act**”), and (ii) the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the General Partner and incorporators agree on behalf of the future Directors and Stockholders as follows:

ARTICLE 1. - FORMATION

Section 1.1 Recitals Incorporated; Defined Terms. The foregoing recitals are hereby incorporated into this Agreement as if separately stated herein. Capitalized terms used but not defined in this Agreement shall have the respective meanings given to them on Exhibit A attached hereto, unless otherwise expressly provided herein or required by law.

Section 1.2 Formation of the Company. The Company was formed upon the filing of the Certificate of Incorporation (as amended or restated from time to time, the “**Certificate**”) with the Secretary of State of Michigan as provided by the Act. The parties hereto hereby agree that the rights, duties, powers, and obligations of the parties hereto shall be as provided in the Act, except as otherwise provided herein.

Section 1.3 Name. The name of the Company under which it conducts business is “**Genesis Fund Corporation**” a/k/a **Genesis Fund Corporation/General Partner**. The business of the Company will be conducted under such name, or under such other name or names as the Board of Directors may from time to time determine.

Section 1.4 Principal Place of Business. The principal business office and registered office of the Corporation shall be at 8100 Macomb Street, Grosse Ile, Michigan 48138. The Corporation may also have offices at such other places as the Board of Directors may from time to time appoint or the business of the Corporation may require, but in any event, the registered office must be in the State of Michigan.

Section 1.5 Registered Office and Registered Agent. The registered office of the Company is 8100 Macomb Street, Grosse Ile, Michigan 48138, and the registered agent of the Company is the President. The registered office and registered agent may be changed by the Board of Directors from time to time pursuant to the Act.

Section 1.6 Purpose. The Company was formed for the object and purpose of, and the nature of the business to be conducted by the Company (collectively, the “**Company Business**”) is, engaging in

any lawful act or activity for which business corporations may be formed under the Act, and engaging in any and all acts or activities necessary, appropriate, desirable or incidental to the foregoing, as determined by the General Partner, Directors and Officers of the Company (collectively, the “**Management**”), including, without limitation, directly, or indirectly through one or more Subsidiaries, (i) investing in, purchasing, acquiring, owning, holding, ground leasing, developing, redeveloping, improving, operating, managing, leasing, financing, refinancing, selling, assigning, transferring and otherwise dealing with any interest in or relating to all or any part of the Assets, and (ii) entering into, making and performing all such agreements, contracts, instruments, guarantees and other undertakings, and engaging in such activities and transactions (including, without limitation, acquiring, financing and developing), as the Genesis General Partner and Management may deem necessary or advisable for, incidental or convenient to, or for the furtherance of the carrying out of the foregoing activities, including, without limitation, in connection with the asset acquisition, debt placement, property management and asset distribution as described in the Confidential Private Placement Memorandum. In furtherance of the foregoing purposes and businesses and without limiting the foregoing, the Company shall have and exercise all of the powers now or hereafter conferred under the laws of the State of Michigan on corporations formed under such laws and may do any and all acts and things the Genesis General Partner and Management deems necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of such purposes and businesses.

Section 1.7 Rights and Liabilities. The rights and liabilities of the Stockholders shall be determined pursuant to the Act and this Agreement. To the extent that the rights or liabilities of any Stockholders are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control. In the event of a direct conflict between the provisions of this Agreement and the mandatory provisions of the Act, such mandatory provisions of the Act will control.

Section 1.8 Term. The term of the Company (the “**Term**”) commenced on the Effective Date and shall be perpetual subject to the dissolution of the Company pursuant to Article 9.

ARTICLE 2. - STOCKHOLDERS

Section 2.1 Classes; Schedule of Stockholders; Percentage Interests; Certificates.

(a) The Company shall have two classes of Stockholders: Stockholders A which shall have defined voting rights but shall not receive dividend distributions from any rents from the Capital Contributions of Stockholders B but may receive distributions from fees and similar compensation as hereafter provided (the “**Stockholders A**”); and, Stockholders B which shall receive dividends based on rental income from the real estate Assets purchased with Stockholder B’s Capital Contributions and shall have defined voting rights but shall not be an individual citizen or resident of the United States (nor any other entity defined by the IRS as a “U.S. Holder”) (the “**Stockholders B**”).

(b) Genesis General Partner and Management shall maintain a schedule of Stockholders in the books and records of the Company (the “**Schedule of Stockholders**”). Unless otherwise determined by the Management, the Schedule of Stockholders shall include the name, notice address, the date of admission, the Capital Investment (and any increase(s) to such Capital Commitment, as applicable), the date and amount of each Capital Contribution and the Percentage Interest of each Stockholder. The Genesis General Partner and Management shall have the right (but not the obligation) to amend the Schedule of Stockholders from time to time to reflect, among other things, the Transfer of Interests, the admission of any Stockholder(s), any increases to the Capital Investment of a Stockholders, the Capital Contribution(s) of a Stockholder, and any adjustments in the Percentage Interests of the Stockholders pursuant to this Agreement.

(c) The initial Percentage Interest of each Stockholder shall be the percentage set forth on the Schedule of Stockholders. If the Percentage Interests of the Stockholders are changed by reason of a transfer of an interest in the Company during any Fiscal Year, then the amount of all items allocable to such entire Fiscal Year which are to be credited or charged to, or which are to be distributed to, the Stockholders for such entire Fiscal Year in accordance with their respective Percentage Interests shall be allocated between the portion of such Fiscal Year which precedes the date of such change (and, if there shall have been a prior change in such Fiscal Year, which commences on the date of such prior change) and the portion of such Fiscal Year which occurs on and after the date of such change (and, if there shall be a subsequent change in such Fiscal Year, which precedes the date of such subsequent change), based upon such method selected by the Management.

(d) The Corporation shall keep the records of all Stockholders in digital mode.

Section 2.2 Admission of Stockholders and Capital Commitments.

(a) Any Person who has both (i) agreed in writing to make a Capital Investment (or to increase its prior Capital Commitment, as applicable) which the Genesis General Partner and Management has accepted in writing and (ii) has further agreed in writing to be bound by this Bylaw Agreement as a Stockholder, may be admitted to the Company as a Stockholder by the Genesis General Partner and Management (or may have the increase to its prior Capital Investment accepted by the Management, as applicable). In connection with the foregoing, it shall not be necessary for any such Stockholder, or any representative of such Stockholder, to execute a counterpart of this Agreement so long as (A) such Stockholder, or representative of such Stockholder, has otherwise agreed in writing to be bound by this Agreement as a Stockholder (including, without limitation, by execution and delivery of the Subscription Documents by such Stockholder, or representative of such Stockholder); and, (B) the Genesis General Partner and Management has accepted such Stockholder's Capital Investment (or increase to its prior Capital Commitment, as applicable) in writing.

(b) The Genesis General Partner and Management intends to admit Stockholders at one or more closings on the date(s) determined by the Management; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the may in its sole discretion accept increases to prior Capital Investments from existing Stockholders from and after the final closing on the date(s) determined by the Management. The admission of a Stockholder or the acceptance of an increase to a prior Capital Investment of an existing Stockholder shall not require notice to or the consent or approval of any other Stockholder, provided that the admission of any additional Stockholder shall not materially and adversely affect any existing Stockholder without said existing Stockholder's prior written consent. Any dilution of the interests of existing Stockholders which results from the admission of a new Stockholder shall be on a 1 to 1 basis.

(c) Except as approved by the Genesis General Partner and Management in its sole discretion, concurrently with its admission to the Company or concurrently with the acceptance of an increase to its prior Capital Commitment, as applicable, each Stockholder shall fund its entire Capital Investment (or the amount of the increase of its prior Capital Commitment, as applicable) by wire transfer of immediately available US dollar funds to the account or accounts designated by the Genesis General Partner and Management in writing, but the amount paid thereby shall not be reduced to reflect any fees paid with respect to such wire transfer.

(d) If a Stockholder fails to timely fund its Capital Investment pursuant to the instructions provided by the Genesis General Partner and Management upon its admission to the

Company, such Stockholder shall, at the election of the Genesis General Partner and Management exercisable by written notice to such Stockholder, be automatically and immediately withdrawn from the Company and shall have no further right, interest or obligation of any kind or nature whatsoever regarding the Company.

Section 2.3 Capital Contributions.

(a) No Stockholder has an obligation to fund any additional capital contributions to the Company.

(b) The Stockholders acknowledge and agree that (i) additional capital, while not anticipated, may be needed by the Company beyond the Capital Investments of the Stockholders and the amounts funded by the other Stockholders, and the proceeds of any loans obtained by the Company or its subsidiaries (whether with respect to the ownership, operation or maintenance of the Company or to develop, maintain, redevelop, and otherwise own and operate the Property), (ii) if additional capital is needed by the Company as determined by Genesis General Partner and Management in its discretion, then the Genesis General Partner and Management shall have the right (but not the obligation) to (A) cause the Company to obtain one or more loans (each, a “**Shortfall Loan**”) for all or any portion of the applicable amount needed, on such terms and pursuant to such documentation as is determined by the Genesis General Partner and Management in its discretion.

Section 2.4 Capital Accounts. A separate capital account (a “**Capital Account**”) shall be established and maintained for each Stockholder in accordance with the following provisions:

(a) Positive Adjustments. Each Stockholder’s Capital Account shall be increased by:

(i) The amount of money contributed by it to the Company;

(ii) The fair market value of any property contributed by it to the Company (net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752), as set forth on the Schedule of Stockholders, as the same may be revised from time to time, and income and gain; and

(iii) Allocations to it of Profit and other items of book income or gain;

(b) Negative Adjustments. Each Stockholder’s Capital Account shall be decreased by:

(i) The amount of money distributed to it by the Company; The fair market value of property distributed to it by the Company (net of liabilities secured by such distributed property that such Stockholder is considered to assume or take subject to under Code Section 752), and expense and deduction; and

(ii) Allocations to it of Loss and other items of book loss; and

(c) Additional Adjustments. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account of any Stockholder for purposes of this Agreement, the Capital Account of the Stockholder shall be determined after giving effect to the allocation for the Company’s current year to date of gross income, net income, net gains, and net losses under this Agreement. Loans by any Stockholder A to the Company shall not be considered Capital Contributions. Any Stockholder, including any substitute Stockholder, who shall receive an interest in the Company or whose interest in the Company shall be increased by means of a transfer to it of all or part of the interest of another Stockholder, shall succeed to the Capital Account (or portion thereof)

corresponding to the interest in the Company which was transferred. Furthermore, each Stockholder's Capital Account may be adjusted to reflect a revaluation of Company Property, at the Management's sole discretion, on any occasion permitted by Treasury Regulations Section 1.704-1(b)(2)(iv)(f).

(d) Compliance with US Treasury Regulations.

The foregoing provisions of this Section 2.5 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Genesis General Partner and Management shall determine that, in order to comply with these regulations, it is prudent to modify the manner in which the Capital Accounts are maintained, or the amount of any increases or decreases thereto, the Genesis General Partner and Management may make such modification, provided that it is not likely to have a material effect on the amounts distributed to any Stockholder pursuant to Article 9 upon the dissolution of the Company. The Genesis General Partner and Management also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Stockholders and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

Section 2.5 No Withdrawal of Capital. Except as expressly provided in this Agreement, no Stockholder shall have the right to withdraw or reduce all or any part of a Capital Contribution or to demand and receive property of the Company or any distribution in return for a Capital Contribution or payment for a dissenting interest.

Section 2.6 No Interest on Capital. Except as expressly provided in this Agreement, no Stockholder shall be entitled to receive interest on its Capital Account or any Capital Contribution.

Section 2.7 Limited Liability. Except as otherwise provided in the Act or this Agreement, the debts, obligations and liabilities of the Company (whether arising in contract, tort or otherwise) shall be solely the debts, obligations and liabilities of the Company and no Stockholder (including any Stockholder who formerly held such status) shall be liable or shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of such status. No individual trustee, officer, director, member, Stockholder, Management, partner, principal, employee or agent of any entity Stockholder, in its, his or her individual capacity as such, shall have any personal liability for the performance of any obligation of such Stockholder under this Agreement.

Section 2.8 Integrity of the Stockholders; Certain Waivers. No Stockholder shall retire, resign, or withdraw from the Company except as expressly permitted under this Agreement. Except as otherwise consented to by the Genesis General Partner and Management in its sole discretion, each Stockholder shall, to the fullest extent permitted by law, (a) maintain its existence as a legal entity throughout the Term of this Agreement and during any wind-up period, and (b) not terminate or dissolve without concurrently being reconstituted or reincorporated. The Stockholders acknowledge and agree that the Stockholders have no right (and hereby waive any right) to withdraw or resign and receive the fair value of their Stockholder interests in the Company.

Section 2.9 Redemption of Interests. Notwithstanding anything contained in this Agreement, at any time, the Genesis General Partner and Management shall have the right to redeem the Interests of all Stockholders by payment to such Stockholders of an amount equal to the distribution they would receive had the Property been sold for its fair market value and the net sale proceeds were

distributed to such Stockholders pursuant to Section 6.1. For the avoidance of doubt, any such redemption must be of the Interests of all Stockholders B. The “fair market value” of the Property for this purpose shall be determined by an appraisal obtained by the Genesis General Partner and Management from an independent third-party appraiser with not less than ten (10) years’ experience appraising commercial real estate properties similar to the class and use of the Property.

ARTICLE 3. - MANAGEMENT

Section 3.1 Management. Except to the extent otherwise expressly provided herein, the management and control of the Company and the Company Business shall be vested in the General Partner in conjunction with the Board of Directors, which shall direct, manage and control the Company and the Company Business in its sole and absolute discretion through the Officers. Except as expressly provided herein or by non-waivable provisions of applicable law, the Genesis General Partner and Management shall have the full and complete right, authority, power and discretion to manage and control the Company and the Company Business, to make all decisions regarding those matters and to perform any and all other acts or activities necessary, advisable, incidental or desirable to the management of the Company and the Company Business. Except to the extent otherwise expressly provided herein, the Stockholders shall take no part in the management, control, conduct or operation of the Company or the Company Business. In no event shall the Stockholders have the right or otherwise be entitled to remove Genesis General Partner and Management hereunder. However, Stockholders A may remove any Genesis General Partner and Management person for cause by a super majority vote.

Section 3.2 Certain Powers. Without limiting the generality of Section 3.1, the Genesis General Partner and Management shall have the right, power and authority, for or on behalf of the Company, and on such terms and pursuant to such documentation as the Genesis General Partner and Management determines, to:

(a) acquire Assets and thereafter make any and all decisions or determinations in connection with such Assets, or the owning, holding, monitoring, managing, operating, leasing, renovating, improving, developing, redeveloping, financing, refinancing, pledging, hedging, insuring, restructuring, selling, valuing, winding up, liquidating, or otherwise disposing of such Assets, in each case, on such terms and pursuant to such documents as the Genesis General Partner and Management determines;

(b) borrow money for the Company or any Subsidiary from banks, lending institutions or other third parties, the Stockholders, or Affiliates of the Stockholders on such terms and pursuant to such documentation as the Genesis General Partner and Management determines, and in connection therewith, to pledge, hypothecate, encumber or grant security interests in the Assets of the Company or any Subsidiary to secure repayment of the borrowed sums (it being acknowledged and agreed to by the Stockholders that no debt shall be contracted or liability incurred by or on behalf of the Company except by the Management, or by agents or employees of the Company expressly authorized by the Genesis General Partner and Management to contract such debt or incur such liability);

(c) pay or incur Organizational Expenses or Company Expenses, including, without limitation to purchase and maintain liability and other insurance to protect the Company, the Stockholders, or their respective assets, including in respect of any liabilities for which the Genesis General Partner and Management or any other Indemnified Party would otherwise be entitled to indemnification under this Agreement;

(d) open (and subsequently close) bank accounts in the name of the Company or any Subsidiary, with signature authority over such accounts to be vested in such Person(s) as the Genesis General Partner and Management shall determine;

(e) acquire, hold and dispose of any Company or Subsidiary real and/or personal properties, including, without limitation, selling or otherwise disposing of all or substantially all of the assets of the Company or a Subsidiary as part of a single transaction or plan;

(f) invest any Company funds (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(g) execute, acknowledge (as appropriate), deliver and perform on behalf of the Company or any Subsidiary all agreements, documents, instruments, affidavits, or certificates, including, without limitation, checks, drafts, notes or other negotiable instruments, mortgages or deeds of trust, pledges or other security agreements, financing statements, guarantees, indemnities, financing documents, deeds, bills of sale, assignments, leases, ground leases, contracts, partnership agreements, limited liability company agreements or other governing documents, and any other agreements, documents, instruments, affidavits, or certificates necessary, appropriate, desirable or incidental to the Company Business;

(h) employ accountants, legal counsel, consultants, advisors, managing agents, brokers, finders, agents, or other Persons to perform services for the Company or any Subsidiary and to compensate them from Company funds;

(i) enter into any and all agreements or undertakings on behalf of the Company or any Subsidiary, with any other Person for any purpose, in such forms as the General Partner and Board of Directors may approve, including, without limitation, any agreement with an Affiliate of a Stockholder;

(j) form one or more Subsidiaries.

(k) register or qualify the Company or any Subsidiary under any applicable U.S. federal or state laws or non-U.S. laws, or to obtain exemptions under such laws, if such registration, qualification or exemption is deemed necessary or desirable by the Management;

(l) determine the accounting methods and conventions to be used in the preparation of tax returns of the Company or any Subsidiary, make any elections or choose any methods or procedures affecting the treatment of income, gain, loss, deduction and credit, in the preparation of tax returns of the Company or any Subsidiary, file for or on behalf of the Company or any Subsidiary of any tax return, make or revoke any tax election or material tax decision, settle any audit or other tax investigation with any taxing authority, or file any claim for a refund of taxes;

(m) amend, modify, extend the US Government leases; and

(n) do or perform any and all other acts as may be necessary, appropriate, desirable or incidental to the conduct of the Company Business or is otherwise permitted to be done or performed by the Genesis General Partner and Management pursuant to this Agreement.

Unless expressly authorized to do so by this Agreement or by a resolution or other agreement executed by the Genesis General Partner and Management in its sole discretion, (x) no attorney-in-fact, employee, or other agent of the Company shall have any right, power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose, and (y) no Person (including any Stockholder) other than the Management, shall have the right, power or authority to bind the Company

as an agent of the Company or to execute any document or to take any other action binding upon the Company, including, without limitation, during the winding up period immediately following the dissolution of the Company.

Section 3.3 Liability for Certain Acts. The Genesis General Partner and Management shall perform its duties in good faith without fraud but shall have the right to take account of its own interests and those of its Affiliates above and beyond the interests of the Company. The Genesis General Partner and Management shall not have personal liability for any obligations of the Company by reason of being or having been Genesis General Partner and Management of the Company or otherwise. Neither the Genesis General Partner and Management nor the Company, in any way, guarantees the return of the Stockholders' Capital Contributions or a profit for the Stockholders from the operations of the Company. The Genesis General Partner and Management shall not be liable to the Company or to any Stockholder for any loss or damage sustained by the Company or any Stockholder. The Genesis General Partner and Management shall not be deemed for any purpose to have breached any duty (fiduciary or otherwise) to the Company or any Stockholder unless such breach shall have been the result of a Genesis General Partner and Management person's fraud or misappropriation of funds with respect to the Company (as finally determined by a court of competent jurisdiction).

Section 3.4 No Exclusive Duty to Company; Conflicts of Interest.

(a) The members of Genesis General Partner and Management shall not be required to manage the Company as their sole and exclusive function, and the Genesis General Partner and Management and its Affiliates may have other business interests and may engage in other activities in addition to those relating to the Company. The members of Genesis General Partner and Management shall not be required to devote all of their business time to the Company but shall devote such time to the Company as the General Partner and Board of Directors deem appropriate in their respective good faith discretion. Additionally, the Genesis General Partner and Management and its Affiliates may participate in other business ventures of every kind, whether or not those other business ventures compete with the Company. Neither the Company nor any Stockholder shall have any right by virtue of this Agreement to any income or profit derived from any such other business venture.

(b) While the General Partner, Board of Directors and the other members of Genesis General Partner and Management and their respective Affiliates (collectively, the "**Conflict Parties**") intend to avoid situations involving conflicts of interest, each Stockholder acknowledges that there may be situations in which the interests of the Company through its Assets or otherwise conflict with the interests of the Conflict Parties. The Conflict Parties may also manage other funds and invest in assets, including real estate properties, whether on behalf of themselves or others which have similar or different investment objectives from those of the Company. Each Stockholder agrees that the activities of the Conflict Parties will not, in any case or in the aggregate, be deemed a breach of this Agreement or of any duty owed by any Conflict Party to the Company or to any Stockholder, except to the extent such Conflict Party engaged in fraud or misappropriation of funds with respect to the Company (as finally determined by a court of competent jurisdiction). By acquiring an interest in the Company, each Stockholder is deemed to have acknowledged the existence of such actual and potential conflicts of interest and to have waived any claims with respect to the existence of any such conflicts of interest.

(c) The Company and the Conflict Parties will seek to resolve any conflicts with respect to the investment opportunities involving the Company in a manner which the Genesis General Partner and Management deems fair and equitable to the extent possible under the circumstances. On any issue involving actual conflicts of interest not provided for elsewhere in this Agreement, the Genesis General Partner and Management will be guided by its good faith judgment as to the best interests of the Company and will take such actions as are determined to be necessary or appropriate to ameliorate the

conflicts of interest.

Section 3.5 Restrictions on Duties. Notwithstanding anything to the contrary contained in this Agreement or otherwise applicable provision of law or equity, each Stockholder agrees that, to the fullest extent permitted by the Act, the Genesis General Partner and Management shall not have any duties or obligations (including fiduciary duties) to the Company, any Stockholder, or any other Person except as expressly set forth in this Agreement. Without limitation on the foregoing, the Company and the Stockholder hereby waive any fiduciary duty that the Genesis General Partner and Management may otherwise have to the Company and/or any Stockholder under applicable Michigan law in connection with this Agreement; provided, however, nothing herein is intended or shall be construed to limit any fiduciary duties that are by law not waivable under applicable federal or state securities laws.

Section 3.6 Indemnification.

(a) The Company, or its receiver and/or its trustee, if applicable, shall indemnify, defend, protect, and save harmless the General Partner, organizers, the Management, and their respective Affiliates, and each of their respective officers, directors, shareholders, principals, members, managers, partners, employees, attorneys, accountants, agents and representatives (collectively, the “**Indemnified Parties**”) from and against any and all claims, actions, suits, proceedings, losses, costs, damages, liabilities and expenses of any kind or nature whatsoever, including, without limitation, Claims and Indemnified Losses, and liabilities under state or federal securities laws (to the extent permitted by law) that may be made or imposed upon or incurred or sustained by any Indemnified Party by reason of any act performed (or omitted to be performed) for or on behalf of the Company or its Assets, or in furtherance of or in connection with the Company Business, except for those acts performed or omitted to be performed by the party seeking indemnification hereunder which constitute fraud or misappropriation of funds with respect to the Company (as finally determined by a court of competent jurisdiction).

(b) In the event of any action, including, without limitation, any Claim, by a Stockholder or its Affiliate(s) against any Indemnified Party(ies), including a derivative suit, the Company shall indemnify, defend, protect, save harmless and pay all expenditures of the Indemnified Parties, including, without limitation, attorneys’ fees, costs and disbursements incurred in the defense of such action; provided, however, that if the Person so entitled to the indemnification is unsuccessful in such action (as finally determined by a court of competent jurisdiction), then such Person shall repay to the Company any expenses paid by the Company as hereinabove provided.

(c) Without limiting Section 3.3 of this Agreement, none of the Indemnified Parties shall be liable to the Stockholders or to the Company for any loss, cost, damage, liability or expense of any kind (including, without limitation, Indemnified Losses) resulting from errors made by any of the Indemnified Parties in good faith or from such acts or omissions, whether or not disclosed, unless such acts or omissions constitute fraud or misappropriation of funds with respect to the Company by the Indemnified Parties in question (as finally determined by a court of competent jurisdiction).

Section 3.7 Right of Third Parties to Rely on the Management. Without limiting the other provisions of this Article 3, any Person (including, without limitation, any bank in which Company funds are deposited) dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Stockholder of the General Partner or Officers as to:

- (a) the identity of the designed signor;
- (b) the existence or nonexistence of any fact or facts which constitute a condition

precedent to acts by the Genesis General Partner and Management or which are in any other manner germane to the affairs of the Company or the Company Business;

(c) the Persons who are authorized to execute, acknowledge, deliver and perform, as applicable, any agreement, document, instrument or certificate or to withdraw funds from any Company bank account of the Company; or

(d) any act or failure to act by the Company or any other matter whatsoever involving the Company, the Genesis General Partner and Management or the Company Business.

Section 3.8 Costs and Expenses.

(a) The Company shall pay (or cause to be paid) out of Company funds all Organizational Expenses and Company Expenses; provided, however, the General Partner and the Genesis General Partner and Management and its Affiliates shall be entitled to reimbursement from the Company for all Organizational Expenses and all reasonable and necessary Company Expenses which are incurred and paid by the Genesis General Partner and Management or such Affiliate on behalf of the Company.

(b) The Company shall reimburse the Genesis General Partner and Management for its reasonable out-of-pocket costs and expenses incurred in connection with its acting as Genesis General Partner and Management hereunder in accordance with the terms hereof, including, without limitation, the cost of any third party litigation, the cost of any accounting, administrative, legal, technical and management services rendered to the Company by the Genesis General Partner and Management or its affiliates, and the cost of preparing reports and tax returns pursuant to this Agreement. The Genesis General Partner and Management shall in good faith determine the compensation or expenses to be reimbursed as a Company Expense by either applying a specific project-related fee or by applying a percentage of any employee's overall compensation (including cash compensation and any health, retirement or other benefits) based on the time dedicated to the Company and its Assets. All such costs and expenses and all costs and expenses incurred by the Company in connection with the operations of the Company shall be paid by the Company.

(c) The Company shall bear and be responsible for the costs and expenses of the Company (including, without limitation, Organizational Expenses, Company Expenses, and the indemnity, contribution, advancement and other obligations hereunder). Such amounts shall be paid prior to distributions to the Stockholders.

Section 3.9 Asset Management Fee. The Stockholders acknowledge and agree that in consideration of managing the Company real estate asset portfolio, the Company will be paid an Asset Management Fee (“**Asset Management Fee**”) of up to three percent (3%) per annum of the net asset value of the portfolio, payable monthly in arrears.

Section 3.10 Asset Level Fees. The Stockholders acknowledge and agree that Genesis Financial Group, Inc (“Genesis Financial Group, Inc.”) will receive compensation and fees with respect to services provided to the Company and/or any property or asset owned by the Company in addition to the Asset Management Fee described in Section 3.9 (collectively, the “**Asset Level Fees**”). The Asset Level Fees will include (i) an Acquisition Fee in an amount equal to one percent (1%) of the total Purchase Price, payable at the closing of each property; (ii) a Disposition Fee in an amount equal to three percent (3%) of total sales price, (iii) a Property Management Fee in an amount equal to four percent (4%) of all gross rents of the Property, payable monthly in arrears. The Stockholders acknowledge and agree that neither the Company nor any Stockholder shall have any right to participate in all or any portion of such Asset Level Fees.

The terms and documentation governing any Asset Level Fee shall be determined by the Genesis General Partner and Management in its sole discretion, provided that that any other transactions with Affiliates of the Genesis General Partner and Management which are not specifically disclosed in this Agreement or the Confidential Private Placement Memorandum will be on prevailing market terms offered by third parties of similar experience and quality. The Genesis General Partner and Management has expressly disclosed to the Stockholders that Genesis General Partner and Management or its Affiliates are performing services with respect to the Properties (including, without limitation, development management, property management, leasing, asset management, and other activities) and such Affiliates or their designees shall be paid Asset Level Fees (and be entitled to reimbursement or direct payment for expenses) for such services.

Section 3.11 Management Compensation. Except for Asset Level Fees and as otherwise set forth herein and in the Confidential Private Placement Memorandum, unless consented (or deemed to have been consented) to by a Majority-in-Interest of the Stockholders A & B as a Major Decision pursuant to the provisions of Section 14, the Genesis General Partner and Management shall not be entitled to additional compensation for acting for the Company, other than with respect to the entitlement of the Genesis General Partner and Management for winding up the affairs of the Company. If consented (or deemed to have been consented) to by a Majority-in-Interest of the Stockholders as a Major Decision pursuant to Section 14, the Genesis General Partner and Management may receive such additional compensation for its services, which compensation shall be an expense of the Company. Since the Genesis General Partner and Management consists of more than one Person, all compensation and other sums paid or distributed to the Genesis General Partner and Management hereunder shall be allocated and paid among the Persons comprising the Genesis General Partner and Management in such proportions and amounts as the General Partner and the Board of Directors may separately from time to time determine in their respective sole discretion.

Section 3.12 Directors. The business and affairs of the Corporation shall be managed by its Board of Directors in conjunction with the General Partner which together may exercise all such powers of the Corporation and do such lawful acts and things as are not forbidden by statute or by the Articles of Incorporation or by these Bylaws.

Section 3.13 Officers. The Board of Directors shall be entitled to appoint such Officers with such titles and authority as the Board of Directors shall from time to time determine. All officers so appointed shall hold office at the pleasure of the Board of Directors and shall be entitled to exercise such powers as shall be delegated to them by the Management, including executing any documents on behalf of the Company as an “**Authorized Signatory**” or “**Authorized Officer**”. An officer may serve as attorney-in-fact for any Stockholder. Notwithstanding the foregoing, however, in no event shall any such Officer have any authority in excess of that granted to the Officers under this Agreement. The Board of Directors may remove any officer or Authorized Signatory or limit or withdraw any authorization at any time, in the Board of Directors’s sole and absolute discretion, for any reason or no reason.

Section 3.14 Limitations. Except as expressly set forth in this Agreement, no Stockholder shall have the right or power to cause the termination and dissolution of the Company, and each Stockholders expressly waives any such right he, she or it might otherwise have as a matter of applicable law.

Section 3.15 Major Decisions. Notwithstanding anything to the contrary contained in this Agreement, the Genesis General Partner and Management shall not cause the Company to effectuate a Major Decision without first obtaining the consent (or deemed consent) of a Majority-in-Interest of the Stockholders pursuant to the provisions of this Section 3.14. If the Genesis General Partner and

Management desires to effectuate a Major Decision, the Genesis General Partner and Management shall deliver to the Stockholders A & B ballots and reasonable background information related to the proposed Major Decision for which approval is being sought. If a Stockholders fails to affirmatively vote against or fails to affirmatively object to any such request in writing on or before the date which is five (5) Business Days after delivery of such notice from the Genesis General Partner and Management requesting such consent (TIME BEING OF THE ESSENCE with respect to such date), then such Stockholder shall be deemed to have consented to the requested matter. In connection with the foregoing, at such time as a Majority-in-Interest of the Stockholders have consented (or have been deemed to have consented) a Major Decision, the Genesis General Partner and Management shall thereafter have the right to effectuate such Major Decision (and the Genesis General Partner and Management shall not be required to defer effectuating such Major Decision until all Stockholders have responded (or been deemed to have responded) to the request for consent to such Major Decision.

Section 3.16 Stockholders Meetings

(a). All meetings of the Stockholders A & B shall be held at the place, date and time established for such meeting by the President of the Corporation. The President shall preside at all meetings of the Stockholders. At the annual meeting, Stockholders A shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

(b). At any meeting of the Stockholders, each Stockholder A shall be entitled to one (1) vote in person or by proxy for each share of the capital stock having voting power held by such Stockholder, except as may otherwise be expressly provided in the Articles of Incorporation. A vote may be cast either orally or in writing. Each proxy shall be in writing and signed by the Stockholder or his authorized agent or representative. A proxy shall not be valid after the expiration of one hundred twenty (120) days from its date unless otherwise provided in the proxy. All questions regarding the qualifications of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the presiding officer of the meeting.

(c). Stockholders may participate in a stockholder meeting by means of conference telephone call or similar communications equipment by means of which all persons participating in the meeting can hear each other, provided that all participants in the meeting are advised of the use of such equipment and that the names of all participants in the conference are disclosed to all participants. Participation in a meeting pursuant to this Section shall constitute presence in person at a Stockholders' meeting.

(d). As authorized pursuant to Section 407 of the Michigan Business Corporation Act and as provided in the Articles of Incorporation, any action required or permitted to be taken at any meeting of the Stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding Stock A having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to Stockholders who have not consented in writing.

(e). As authorized by Section 402 of the Michigan Business Corporation Act, the annual meeting of the Stockholders A for election of Directors and for such other business as may come before the meeting shall be held as provided in Article II, Section 2 of these Bylaws unless such action is taken by written consent as provided in Article II, Section 11 of these Bylaws.

ARTICLE 4. - ACCOUNTING AND RECORDS; TAX MATTERS

Section 4.1 Records and Accounting. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods elected to be followed by the Management, shall reflect all information determined by the Management, and shall otherwise be appropriate and adequate for the Company Business in accordance with the Act. All books and records of the Company shall be maintained at the Company's principal place of business or at such other location as the Genesis General Partner and Management shall from time to time determine. Except to the extent expressly required by a non-waivable provision of the Act, no Stockholder shall have the right to inspect the books and records of the Company without the Management's prior written approval.

Section 4.2 General Partnership Representative.

(a) General Partnership Representative. The Management is hereby designated the partnership representative of the Company (the "**General Partnership Representative**"), within the meaning of Section 6223(a) of the Code, as well as for purposes of any state, local, or non-U.S. tax law. The Partnership Representative is hereby authorized, on a basis consistent with the terms of this Agreement, to take such actions and make such elections on behalf of the Company, the Management and the Stockholders as are required or permitted of the Partnership Representative under the Code.

(b) Imputed Underpayment. If the Company pays any amount of imputed underpayment under Code Section 6225, the Genesis General Partner and Management shall allocate the amount of the imputed underpayment among the Stockholders (including any former Stockholders) for the "reviewed year" to which such imputed underpayment relates in a manner that reflects the current or former Stockholders' respective interests in the Company for that reviewed year and the modifications under Section 6225(c) of the Code (to the extent approved by the IRS) attributable to (x) a particular Stockholder's tax classification, tax rates, tax attributes, the character of tax items to which the adjustment relates, and similar factors, or (y) a Stockholder's (A) filing of an amended return for the Stockholder's taxable year that includes the end of the Company's reviewed year or (B) compliance with the alternative "pull in procedure" and, in either case, payment of required tax liability in a manner that complies with Section 6225(c)(2) of the Code (any such allocation of paid imputed underpayment to a Stockholder or former Stockholder, that Stockholder or former Stockholder's "**Imputed Underpayment Obligation**"). Each Stockholder (or former Stockholder) for the reviewed year hereby agrees to pay its Imputed Underpayment Obligation to the Company at the time requested by the Management. Any amount of an Imputed Underpayment Obligation that a Stockholder (or former Stockholder) does not pay at the time requested by the Genesis General Partner and Management shall accrue interest at a rate equal to the lower of the fifteen percent (15%) per annum, compounded monthly, or the maximum rate of interest permitted by applicable law (the "**Default Rate**") until paid in full, and such Stockholder (or former Stockholder) shall also be liable to the Company for any damages resulting from a delay in making such payment beyond the date such payment is requested by the Management ("**Underpayment Costs**"). A Stockholder's Capital Account shall be debited by an amount equal to the Stockholder's Imputed Underpayment Obligation and Underpayment Costs. Any amount paid to the Company under this Section 4.2(a)(ii) shall not be treated as a Capital Contribution, but the paying Stockholder's Capital Account will be credited with the amount of such payment. To the extent that any Stockholder fails to make any payment to the Company required by this Section 4.2(a)(ii), such unpaid amounts shall be applied to and reduce the next distributions or any other monetary payments otherwise payable to such non-paying Stockholder under this Agreement. A Stockholder's Imputed Underpayment Obligation and Underpayment Costs shall be accounted for according to this Section 4.2(a)(ii) and shall not be taken into account in computing Profits and Losses or otherwise in adjusting the Stockholders' Capital Accounts. The Stockholders agree to cooperate in good faith, including by timely providing information, making

elections, and filing amended returns and paying any tax due with such amended returns, each as reasonably requested by the Partnership Representative. The Stockholders agree to file all U.S. federal, state, and local tax returns on a basis consistent with any returns filed by the Company and the terms of this Agreement.

(c) Indemnification of General Partnership Representative. The Company shall bear any reasonable expenses of the General Partnership Representative or a “designated individual” of the General Partnership Representative, and any similar role within the meaning of applicable state or local tax law (the “**Designated Individual**”), incurred pursuant to their acting as such, including fees and disbursements of counsel, agents, consultants or brokers engaged or retained by such Person in good faith. None of the General Partnership Representative nor any Designated Individual shall be liable, responsible or accountable in damages or otherwise to the Company or to any Stockholder for (i) any act performed within the scope of the authority conferred on the General Partnership Representative by this Agreement except for the breach of this Agreement, gross negligence or willful misconduct of such Person in carrying out the obligations of the General Partnership Representative, (ii) such Person's failure or refusal to perform any act, except those expressly required by or pursuant to the terms of this Agreement, or (iii) the negligence, dishonesty or bad faith of any agent, advisor, consultant or broker such Person selected, engaged or retained in good faith. In any threatened, pending or completed action, suit or proceeding, the Company shall indemnify, protect, defend and hold harmless each of the General Partnership Representative and any Designated Individual against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs of investigation, fines, judgments and amounts paid in settlement, actually incurred by any such Person in connection with such action, suit or proceeding) by virtue of its status as General Partnership Representative or Designated Individual or with respect to any action or omission taken or suffered in good faith, other than liabilities and losses resulting from the gross negligence or willful misconduct of such Person; provided, however, that the foregoing shall not insulate the General Partnership Representative or Designated Individual from liability for any action constituting fraud, misappropriation of funds or an intentional breach of this Agreement.

(d) Survival. The provisions contained in this Section 4.2 shall survive the dissolution of the Company, the withdrawal of any Stockholder or the transfer of any Stockholder's interest in the Company.

Section 4.3 Tax Returns; Elections.

(a) The taxable year of the Company shall be the same as its Fiscal Year unless the Genesis General Partner and Management determine otherwise (subject to compliance with applicable laws).

(b) The Management, at the expense of the Company, shall use commercially reasonable efforts to cause the preparation and timely filing (considering extensions of time to file) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required state and local tax returns in each jurisdiction in which the Company owns property or does business. The Genesis General Partner and Management shall have the authority to make, to refrain from making or to revoke any election or other determination required or permitted to be made on behalf of the Company for federal, state and local tax purposes. The Genesis General Partner and Management shall use commercially reasonable efforts to provide to the Stockholders a Form 1042S and any other requisite forms for Stockholder tax reporting within 75 days following the end of each calendar year during the Term. Genesis General Partner and Management will assist any Stockholder which is not exempt from US withholder requirements to file for a refund of the net funds, if appropriate.

ARTICLE 5. - ALLOCATIONS OF PROFITS AND LOSSES

Section 5.1 Profit and Loss. The Company's "Profit" or "Loss" means, for each Fiscal Year or other applicable period, the Company's taxable income or taxable loss for such period, as determined under Section 703(a) of the Code and Treasury Regulations Section 1.703-1 (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or taxable loss), but with the following adjustments (without duplication):

(a) Any tax-exempt income, as described in Section 705(a)(1)(B) of the Code, realized by the Company during such Fiscal Year shall be taken into account in computing such taxable income or taxable loss as if it were taxable income;

(b) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code for such Fiscal Year, including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(i) as items described in Section 705(a)(2)(B) of the Code, shall be taken into account in computing such taxable income or taxable loss as if they were deductible items;

(c) Any item of income, gain, loss or deduction that is required to be allocated specially to the Stockholders under Section 5.3 and Section 5.6 shall not be taken into account in computing such taxable income or taxable loss;

(d) Depreciation for such period shall be taken into account in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss;

(e) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property disposed of (as adjusted for "book" depreciation computed in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3)), notwithstanding that the adjusted tax basis of such property differs from its Book Value; and

(f) If the Book Value of Company assets is adjusted to equal fair market value as provided in Section 5.5 hereof, then Profit or Loss shall include the amount of any increase or decrease in such Book Values attributable to such adjustment.

Section 5.2 Allocation of Profit and Loss. Except as otherwise provided in this Agreement, Profits and Losses (and, to the extent necessary, individual items of income, gain, loss, deduction, or credit) of the Company shall be allocated among the Stockholders B in a manner such that, after giving effect to the special allocations set forth in Section 5.3 and Section 5.4, the Capital Account of each Stockholder, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made to such Stockholders pursuant to Section 6.1 if the Company were dissolved, its affairs wound up and its Assets sold for cash equal to their Book Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Book Value of the Assets securing such Nonrecourse Liability), and the net Assets of the Company were distributed in accordance with Section 6.1 to the Stockholders immediately after making such allocation, minus (ii) such Stockholder's share of Company Minimum Gain and Stockholder Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of Assets.

Section 5.3 Special Allocations. Notwithstanding the provisions of Section 5.2, the following special allocations shall be made:

(a) Minimum Gain Chargeback. Except to the extent provided in Treasury Regulations Sections 1.704-2(f)(2), (3), (4) and (5), if for any Fiscal Year there is a net decrease in Company Minimum Gain (as defined below), there shall be allocated to each Stockholder items of income and gain for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) equal to such Stockholder's share of the net decrease in Company Minimum Gain. A Stockholder's share of the net decrease in Company Minimum Gain shall be determined in accordance with Treasury Regulations Section 1.704-2(g)(1). This Section 5.3(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Stockholder Minimum Gain Chargeback. Except to the extent provided in Treasury Regulations Section 1.704-2(i)(4), if for any Fiscal Year of the Company there is a net decrease in Stockholders Nonrecourse Debt Minimum Gain (as defined below), there shall be allocated to each Stockholder that has a share of such Stockholder Nonrecourse Debt Minimum Gain at the beginning of such Fiscal Year items of income and gain for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) equal to such Stockholder's share of the net decrease in such Stockholder Nonrecourse Debt Minimum Gain. The determination of a Stockholder's share of the net decrease in Stockholder Nonrecourse Debt Minimum Gain shall be made in a manner consistent with the principles contained in Treasury Regulations Section 1.704-2(i)(5). This Section 5.3(b) is intended to comply with the "nonrecourse debt minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Stockholder unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), there shall be specially allocated to such Stockholder such items of Company income and gain, at such times and in such amounts as shall eliminate as quickly as possible the deficit balance (if any) in its Capital Account (in excess of the sum of such Stockholder's share of Company Minimum Gain and such Stockholder's share of Stockholder Nonrecourse Debt Minimum Gain) created by such adjustments, allocations or distributions. This Section 5.3(c) is intended to comply with the "qualified income offset" requirement of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) Gross Income Allocation. In the event any Stockholder has an Adjusted Capital Account Deficit at the end of any Fiscal Year, each such Stockholder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.3(d) shall be made only if and to the extent that such Stockholder would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 5.3 have been made as if Section 5.3(c) and this Section 5.3(d) were not in this Agreement.

(e) Nonrecourse Deductions. All deductions, losses, and Code Section 705(a)(2)(B) expenditures of the Company, as the case may be (all computed for "book" purposes) that are treated under Section 1.704-2(b) of the Treasury Regulations as deductions, losses, and expenditures attributable to nonrecourse liabilities of the Company shall be allocated among the Stockholders B *pro rata* in proportion to their respective Percentage Interests.

(f) Stockholder Nonrecourse Deductions. All deductions, losses, and Code Section 705(a)(2)(B) expenditures of the Company, as the case may be (all computed for "book" purposes), that are treated under Section 1.704-2(i) of the Treasury Regulations as deductions, losses, and expenditures attributable to "partner nonrecourse debt" of the Company shall be allocated to the Stockholders(s) bearing the risk of loss with respect to such liabilities in accordance with such Treasury Regulations.

(g) Code Section 754 Adjustments. To the extent that Treasury Regulations Section 1.704-1(b)(2)(iv)(m) requires that any adjustment to the tax basis of any Company asset be considered in determining Capital Accounts, the amount of such adjustment shall be treated as an item of gain or loss, as appropriate, and allocated to the Stockholders as appropriate under the circumstances as determined by the Management.

(h) Loss Limitation. Losses allocated pursuant to Section 5.2 shall not exceed the maximum amount of Losses that can be allocated without causing any Stockholder to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Stockholders would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 5.2, the limitation set forth in this Section 5.3(h) shall be applied on a Stockholder by Stockholder basis and Losses not allocated to any Stockholder as a result of such limitation shall be allocated to the other Stockholders in accordance with the positive balances in such Stockholders' Capital Accounts so as to allocate the maximum permissible Losses to each Stockholder under Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

(i) Depreciation Recapture. If Profits to be allocated pursuant to Section 5.2 or items of gross income to be allocated pursuant to Section 5.3(a) includes income treated as ordinary income or "unrecaptured section 1250 gain" (as defined in Section 1(h)(6) of the Code) for federal income tax purposes because it is attributable to the recapture of Depreciation, such Profits or items of gross income shall be allocated to the Stockholders, to the extent possible, in proportion to their prior Depreciation allocations which gave rise to such recapture.

Section 5.4 Curative Allocations. The allocations set forth in Section 5.3(a) through Section 5.3(h) (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Stockholders that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to Section 5.6. Therefore, notwithstanding the provision of Section 5.2, the Genesis General Partner and Management shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting, allocations are made, each Stockholder's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Stockholder would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Section 5.2 and Section 5.3(i).

Section 5.5 Allocation of Certain Tax Items. If any Property of the Company is reflected in the Capital Accounts of the Stockholders and on the books of the Company at a Book Value that differs from the adjusted tax basis of such Property (including, without limitation, any interest that the Company owns in a Subsidiary), then the tax items with respect to such Property shall, in accordance with the requirements of Treasury Regulations Section 1.704-1(b)(4)(i), be shared among the Stockholders in a manner that takes account of the variation between the adjusted tax basis of the applicable property and its Book Value in the same manner as variations between the adjusted tax basis and fair market value of property contributed to the Company are taken into account in determining the Stockholder's share of tax items under Code Section. Notwithstanding the foregoing, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Stockholders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and the initial Book Value of such property in accordance with any permissible manner or manners under Code Section 704(c) and the Treasury Regulations thereunder.

Section 5.6 Other Allocations.

(a) Allocations With Respect to Transferred Interests. Any Profit or Loss allocable to an interest in the Company which has been transferred during any year shall be allocated among the Persons who were holders of such interest during such year pursuant to any method under the Code or Treasury Regulations selected by the Management.

(b) Excess Non-Recourse Liabilities. The Company shall use the method selected by the Genesis General Partner and Management for allocating “excess nonrecourse liabilities” of the Company pursuant to Treasury Regulations Section 1.752-3(a)(3) among the Stockholders.

ARTICLE 6. - DISTRIBUTIONS

Section 6.1 Non-Liquidating Distributions.

Distribution of Distributable Cash. Subject to this Article 6, all Company distributions of Distributable Cash shall be apportioned among all Stockholders B *pro rata* in accordance with their respective Percentage Interests. Subject to the provisions of this Agreement (including, without limitation, this Article 6), amounts apportioned to each Stockholder shall be further apportioned and distributed in the following manner and order of priority:

(i) first, one hundred percent (100%) to such Stockholder B to the extent of such Stockholder B’s Undistributed Preferred Balance; and

(ii) second, one hundred percent (100%) to such Stockholder B to the extent of such Stockholder B’s Unreturned Capital Contributions.

Section 6.2 Distribution Acknowledgments and General Principles

(a) Genesis General Partner and Management shall make distributions of Distributable Cash to Stockholders B or their respective designees at such times and in such amounts as is determined by Genesis General Partner and Management in its sole and absolute discretion.

(b) The Stockholders B acknowledge and agree that in determining whether to make a distribution of Distributable Cash to the Stockholders B at any time, or in determining the amount of any such distributions, Genesis General Partner and Management shall not have any fiduciary, or trustee or other obligation or duty to any Stockholder B other than a contractual obligation or duty pursuant to the terms of Section 6 (a). Nothing contained in this Agreement shall in any manner be construed to imply that any Stockholders B has any claim or right whatsoever to require that distributions of Distributable Cash or distributions on winding up of the Company be made at any time or in any particular amount.

(c) No Stockholder B shall have the right to (i) borrow, or to make a withdrawal of, any portion of its Capital Contributions, (ii) a return of any part of its Capital Contributions, except as expressly provided herein, (iii) demand a return of all or any part of its Capital Contributions or (iv) be paid interest on its Capital Contributions.

(d) No Stockholder B shall be entitled to demand receipt of any form of payment other than cash in return for its Capital Contributions to the Company.

(e) Neither the Company nor Genesis General Partner and Management (on behalf of the Company) shall be required to make a distribution to any Stockholder B (whether of Distributable Cash or otherwise) if such distribution would violate the Act or other applicable law.

(f) Genesis General Partner and Management may, in its sole discretion, utilize any cash proceeds from any source received by the Company (including Distributable Cash) for the payment of Organization Expenses, Company Expenses, and other Company obligations, including, without limitation, the repayment of borrowings or for any other Company purpose.

(g) Genesis General Partner and Management shall have the right to withhold and apply as an offset any distribution or other amounts payable by a Stockholder under this Agreement to the extent of any amounts payable by such Stockholder B to the Company or to the extent of any claim or liability of the Genesis General Partner and Management or any of its Affiliates against such Stockholder B hereunder. Any amounts so withheld shall be applied against the applicable claim or liability but shall nonetheless be deemed to have been distributed to the applicable Stockholder B.

(h) All cash distributions to each Stockholder B (or their respective designees) shall be made, at the option of Management, by check or wire transfer to an account or accounts designated by the applicable Stockholder B to the Genesis General Partner and Management (and if no such wire account information is provided, then to the address or to such other account as may be provided to the Genesis General Partner and Management by such Stockholder B in accordance with the provisions of Section 10.1).

Section 6.3 Withholding.

(a) Should any Stockholder B be subject to withholding pursuant to the Code, or any other provision of federal, state or local law, the Company shall withhold all amounts otherwise distributable to such Stockholder B as shall be required by law, and any amounts so withheld shall be deemed to have been distributed to such Stockholder B under this Agreement. If any sums are withheld pursuant to this provision, the Company shall remit the sums so withheld to and file the required forms with the IRS, or other applicable government agency and, in the event of any claimed over-withholding, each Stockholder B shall be limited to an action against the IRS, or other applicable government agency for refund and hereby waives any claim or right of action against the Company or the other Stockholders B on account of such withholding. Genesis General Partner and Management will use reasonable efforts to assist Stockholder B in obtaining any withheld funds while acknowledging that Stockholder B's accounting and financial consultants are primarily responsible for trying to obtain any withheld funds.

(b) Each Stockholder B agrees to deliver to the Company two duly executed copies of IRS Form W-9 (or such other certification as to such Stockholder's status as may be required by the Regulations) promptly upon request by Management.

Section 6.4 Return of Capital Contribution. Except as specifically provided herein, no Stockholder B shall have priority over any other Stockholder B as to either the return of a Capital Contribution or as to allocations and distributions. Other than as expressly provided in this Agreement, following dissolution of the Company, there has been no agreed upon time when any Capital Contribution of any Stockholder B may be returned. No Stockholder B shall have the right or power to demand or receive property other than cash in return for its Capital Contribution.

Section 6.5 Liquidating Distributions. Notwithstanding anything to the contrary contained in this Agreement, in the event the Company is "liquidated" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g), liquidating distributions shall be made to the Stockholder B in accordance with Section 6.1. Notwithstanding anything to the contrary contained in this Agreement,

no Stockholder B having a negative balance in its Capital Account shall have any obligation to the Company or to any other Stockholder to restore its Capital Account to zero, subject to the provisions of the Act.

ARTICLE 7. - CHANGE IN STOCKHOLDERS

Section 7.1 Involuntary Transfer of Interests.

(a) The death, insanity, retirement, withdrawal, termination, Bankruptcy Event or dissolution of a Stockholder B, or the occurrence of any other event (other than an assignment of a Stockholder B's Interest in the Company, which shall be subject to this Article 7) which terminates the continued ownership of a Stockholder B in the Company (a "**Stockholder Termination Event**") shall not dissolve the Company. Any Stockholder B whose actions or conduct results in the Stockholder Termination Event ("**Former Stockholder B**") shall cease to be a Stockholder B with an Interest in the Company as of the Stockholder Termination Event, and such Former Stockholder B or such Former Stockholder B's successor-in-interest shall (i) have no right to participate in the management of the Company Business or to become a Stockholder B, and (ii) have only its Economic Interest in the Company and only be entitled to receive the share of Profits or other compensation by way of income and the return of Capital Contributions to which the transferor of such Economic Interest in the Company would otherwise be entitled.

(b) A former Stockholder B shall have no right to demand the return of the balance of its Capital Account until such time as the Company is dissolved and wound up.

Section 7.2 Transfer and Assignment of Stockholder's Interest.

(a) No Stockholder B shall be entitled to directly or indirectly assign, convey, sell, transfer, pledge, hypothecate, encumber or in any way alienate or otherwise dispose of (each, a "**Transfer**") all or any part of such Stockholder B's Interest in the Company, except with the affirmative approval of the Management, which approval may be given or withheld in Management's sole and absolute discretion, except that provided such Transfer would comply with clauses (i) through (iv) below of this Section 7.2(a) and would not otherwise cause the Company or any subsidiary to be in breach of any financing document or other contract to which it is a party, the Genesis General Partner and Management will not unreasonably withhold, condition, or delay its consent to a Stockholder B's proposed transfer of its Stockholder B Interest to an Affiliate of such Stockholder B or for estate planning purposes to family members or trusts, and except otherwise in accordance with the provisions of this Article 7. In any event, the approval of the Genesis General Partner and Management shall be withheld unless the Genesis General Partner and Management receives an opinion of counsel (who may be counsel for the Company or any Stockholder B) satisfactory in form and substance to the Genesis General Partner and Management in its sole discretion, stating that:

(i) such Transfer would not violate the Securities Act or any state (or other jurisdiction) securities or "Blue Sky" laws applicable to the Company or the Interest to be Transferred;

(ii) such Transfer would not cause the Company to become subject to the registration requirements of the Investment Company Act of 1940, as amended;

(iii) such Transfer would not be a "prohibited transaction" under ERISA or the Code or the regulations promulgated thereunder or cause all or any portion of the assets of the Company to constitute "plan assets" under ERISA, the Plan Asset Regulations or Section 4975 of the Code; and

(iv) such Transfer would not render the Company a publicly traded partnership (“PTP”) under Sections 7704 or 469 of the Code or otherwise cause the Company to lose its status as a partnership for U.S. federal income tax purposes, it being acknowledged and agreed by the Stockholders B that the Genesis General Partner and Management intends to avoid classification of the Company as a PTP by meeting the requirements of a regulatory safe harbor (the “PTP Safe Harbor”)

Notwithstanding the foregoing, the Genesis General Partner and Management may waive the requirement for the delivery of an opinion of counsel in connection with a Transfer in its sole and absolute discretion, if it is reasonably satisfied that the Transfer would meet the requirements set forth in this Section 7.2(a).

(b) Any Person that acquires all or any fraction of the Interest of a Stockholder B in a Transfer permitted under this Article 7 shall be obligated to pay to the Company the appropriate portion of any amounts thereafter becoming due in respect of the Capital Investment committed to be made by its predecessor in interest. Each Stockholder B agrees that, notwithstanding the Transfer of all or any fraction of its interest, as between it and the Company, such Stockholder B shall remain liable for its Capital Investment and for all Capital Contributions required to be made by it (without taking into account the Transfer of all or a fraction of such interest) prior to the time, if any, when the purchaser, assignee or transferee of such interest, or fraction thereof, is admitted as a substituted Stockholder B.

(c) Any Transfer in violation of this Agreement (including, but not limited to, any Transfer that causes the Company to fail to satisfy the requirements of the PTP Safe Harbor) is void and ineffective and shall not bind or be recognized by the Company.

(d) Each Stockholder B hereby severally agrees that it will not Transfer all or any fraction of its interest in the Company, except as permitted by this Agreement.

(e) The Company shall not recognize for any purpose any purported Transfer of all or any fraction of the Interest of a Stockholder B and shall be entitled to treat the transferor of an Interest as the absolute owner thereof in all respects, and shall incur no liability for distributions made in good faith to such Stockholder B, unless the Genesis General Partner and Management shall have given its consent to such Transfer.

Section 7.3 Requirements to Become a Permitted Transferee Stockholder. Except as may be otherwise approved by the Management, a permitted transferee of all or a portion of an Interest pursuant to Section 7.2 above shall have the right to become a Stockholder B if and only if:

(a) such transferee shall have agreed in writing, which may be by execution of a counterpart signature page to this Agreement, with a duplicate original delivered to the Management, to assume and be bound by this Agreement and all of the obligations of the transferor with respect to the Interest in the Company transferred arising from and after the date of such transfer, and to be subject to all of the restrictions to which the transferor is subject under the terms of this Agreement;

(b) such transferee shall have executed and delivered to the Genesis General Partner and Management Subscription Documents, with only such modifications thereto as are acceptable to the Genesis General Partner and Management in its sole discretion;

(c) all required consents to such transfer by any Person (including, without limitation, any lender providing financing to the Company or any Subsidiary, if any, shall have been obtained in writing and delivered to the Genesis General Partner and Management (in form and substance acceptable to the Management in its sole discretion);

(d) such transferee shall have complied with all “know your customer” or other background check or similar requirements, or any requests for information regarding such transferee, of or from any Person (including, without limitation, any lender providing financing to the Company or any Subsidiary);

(e) such transferor and transferee shall have agreed in writing, with a duplicate original delivered to the Management, to release the Company, the Genesis General Partner and Management and any Sponsor Party from any and all potential claims or liabilities arising prior to the date of such Transfer; and

(f) such transferee shall have delivered all documents, instruments or certificates requested by the Management, including, without limitation, (i) all necessary withholding tax documentation, (ii) a certificate in favor of the Company and the Genesis General Partner and Management containing the representations, warranties and covenants set forth in this Agreement (including, without limitation, Section 10.18), and (iii) any other documents, instruments or certificates requested by the Genesis General Partner and Management to evidence (A) the assignment by the transferor of the applicable Interest and the assumption of such transferee of the transferor’s obligations and duties hereunder, and (B) the compliance of same with applicable Securities Laws and other laws (including, without limitation, any legal opinions of counsel to such transferee or the transferor requested by the Management).

The failure of any transferee, including a transferee by operation of law or otherwise, to fulfill the requirements set forth in this Section 7.3 shall entitle the Genesis General Partner and Management to exercise any remedies available to it or the Company at law or in equity, including, without limitation, the remedy of injunctive relief. Upon a Stockholder B Transferring all of its Interest to one or more transferees in accordance with the terms of this Agreement, such Stockholder B shall cease to be a Stockholder B of the Company and shall have no further rights or obligations under this Agreement; provided, that such Stockholder B shall continue to be responsible for (i) any Indemnified Losses arising from any breach of this Agreement by such Stockholder B and its obligations under this Article 7 and Article 10, which shall expressly survive such Transfer.

Section 7.4 Transfer Fees and Expenses. The transferor and transferee of any Interest shall be jointly and severally obligated to reimburse the Company and the Genesis General Partner and Management for all reasonable expenses (including, without limitation, attorneys’ fees and expenses) of any Transfer or proposed Transfer, whether or not consummated. In connection with the foregoing, the Genesis General Partner and Management may require such transferor and/or transferee to indemnify the Company, the Genesis General Partner and Management and the other Stockholders B, in form and substance satisfactory to the Genesis General Partner and Management in its sole discretion, against any Indemnified Losses (including, without limitation, tax liabilities) to which the Company, the Genesis General Partner and Management and the other Stockholders B may become subject by reason of such Transfer or proposed Transfer.

Section 7.5 Indemnification by Transferor. If any Claim asserted or made against the Company or any Indemnified Party in any way relates to (a) any proposed or actual direct or indirect Transfer of all or part of a Stockholder B’s Interest to any other Person, or (b) the admission into the Company of any Person as a Stockholder B in connection with any proposed or actual direct or indirect Transfer of all or part of a Stockholder B’s Interest, then the Stockholder B whose Interest was Transferred or proposed to be Transferred shall indemnify the Company and each such Indemnified Party to the fullest extent permitted by law, and save and hold the Company and each such

Indemnified Party harmless from, all Indemnified Losses incurred or suffered by them that arise or result from such Claim (including amounts paid in settlement or compromise (if recommended by attorneys for the Company) of any such Claim). The indemnification obligations of the Stockholders B under this Section 7.5 shall be in addition to any liability that it may otherwise have to the Company and any Indemnified Party pursuant to this Agreement, applicable law or otherwise.

Section 7.6 Effects of Transfer.

(a) Unless otherwise agreed to by the Management, any permitted Transfer of all or any portion of a Stockholder B's Interest in the Company will take effect on the later to occur of (i) the first day of the month following approval of such Transfer by the Genesis General Partner and Management and satisfaction of the requirements under Section 7.3 hereof, or (ii) the date of an updated Schedule of Stockholders issued by the Genesis General Partner and Management to reflect the permitted Transfer. Any permitted transferee of an Interest in the Company shall take subject to the restrictions on Transfer imposed by this Agreement.

(b) Notwithstanding any attempted Transfer of a Stockholder B's Interest in the Company in violation of this Agreement, the transferee shall have no right to participate in the management of the Company Business or to become a Stockholder B, and such transferee shall, if ever, only be entitled to receive the share of Profits or other compensation by way of income and the return of Capital Contributions to which the transferor of such Economic Interest in the Company would otherwise be entitled.

ARTICLE 8. - EVENTS OF DEFAULT

Events of Default.

(a) If at any time an Event of Default occurs with respect to a Stockholder B (an "**EOD Stockholder B**"), then the Genesis General Partner and Management shall have the right (but not the obligation) at any time after the occurrence of such Event of Default to elect any one or more of the following:

(i) The Genesis General Partner and Management may elect to require the sale or transfer of the EOD Stockholder B's Interest to any Person or Persons, including, without limitation, the Management, a Stockholder B that is not an EOD Stockholder B or their respective Affiliate(s) on such terms as are determined by the Genesis General Partner and Management in its sole discretion; provided, that (A) the purchase price for the EOD Stockholder B's Interest shall not be less than such EOD Stockholder B's Unreturned Capital Contributions as of the date of the applicable Event of Default, if any, and (B) any costs and expenses incurred by the Company and the Genesis General Partner and Management in connection with such sale or transfer shall be reimbursed to the Company or the Management, as applicable, out of the net proceeds payable to the EOD Stockholder B.

(ii) Whenever the consent (or deemed consent) by a Majority-in-Interest of the Stockholders B is required or permitted pursuant to this Agreement, except as required by the Act, an EOD Stockholder B shall not be entitled to participate in such consent, and such consent shall be tabulated or made as if such EOD Stockholder B were not a Stockholder B.

(iii) No distributions will be made to an EOD Stockholder B prior to the dissolution and liquidation of the Company.

(b) Notwithstanding anything contained in this Agreement to the contrary, the Genesis General Partner and Management shall not be obligated to exercise the remedies for an Event of Default set forth in Section 8.1(a), and the Genesis General Partner and Management may pursue any other remedies available to it at law or in equity in lieu of, or in addition to, the remedies set forth in Section 8.1(a).

(c) Upon becoming aware of any event, development or circumstance that could result in an Event of Default, such Stockholder B shall promptly notify the Genesis General Partner and Management in writing of such event, development or circumstance, after which such Stockholder B shall promptly provide the Genesis General Partner and Management (and its agents and representatives) with such other information regarding such event, development or circumstance as may be requested by the Management.

ARTICLE 9. - TERMINATION

Section 9.1 Termination of the Company. The Company shall be dissolved and its business wound up upon the earliest to occur of the following events:

- (a) A determination by the Genesis General Partner and Management that the Company should be dissolved; or
- (b) The sale or other disposition of the last remaining asset of the Company and a determination by the Genesis General Partner and Management that the Company should be dissolved (provided that, unless otherwise determined by the Management, if the consideration to be received by the Company from such sale or other disposition is not paid in full at the closing thereof, the Company shall not be dissolved and its business wound up until such consideration is paid in full).

Section 9.2 Liquidation. Upon the termination and dissolution of the Company, the Company will proceed to wind up its affairs and liquidate. The Genesis General Partner and Management will act as the liquidating trustee. The winding up and liquidation of the Company will be accomplished in a businesslike manner. A reasonable time will be allowed for the orderly liquidation of the Company and the discharge of liabilities to creditors. The proceeds of such liquidation shall be distributed to the Stockholders in the manner set forth in Section 9.3 below. For purposes of this Section 9.2, "liquidation" shall have the meaning given it in Treasury Regulations Section 1.704-1(b)(2)(ii)(g). Any liquidating trustee is entitled to reasonable compensation for services actually performed.

Until the filing of a certificate of dissolution pursuant to this Agreement, and without affecting the liability of the Stockholders and without imposing liability on the liquidating trustee, the liquidating trustee may settle and close the Company Business, prosecute and defend suits, dispose of its property, and discharge or make provision for its liabilities. The Genesis General Partner and Management will not receive compensation for acting as the liquidating trustee.

Section 9.3 Priority of Payment. The assets of the Company will be distributed in liquidation in the following order:

- (a) First, to creditors by the payment or provision for payment of the debts and liabilities of the Company (including any loans that may have been made by the Management, any Stockholder or their respective Affiliate in accordance with this Agreement) and the expenses of liquidation;

(b) Second, to the setting up of any reserves that the Genesis General Partner and Management determines are necessary or appropriate for any contingent or unforeseen liabilities or obligations of the Company; and

(c) Third, to the Stockholders and, if applicable, the Genesis General Partner and Management in accordance with Section 6.5.

Section 9.4 Certificate of Dissolution. Upon dissolution of the Company and the completion of the winding up of its business in accordance with this Article 9, the Company shall file a certificate of dissolution with the Michigan Department of Corporations pursuant to the Act. At such time, the Company shall also file an application for withdrawal of its certificate of authority in any jurisdiction where it is then qualified to do business.

ARTICLE 10. - MISCELLANEOUS

Section 10.1 Notices. Whenever any notice, request or consent is required or permitted to be given hereunder (each, a “**notice**” or “**Notice**”), such notice shall be in writing, signed by or on behalf of the Person giving the notice, and shall be deemed to have been duly given and received (a) on the date of delivery, if personally delivered to the party to whom such notice is given; (b) on the third (3rd) Business Day after mailing, if mailed to the party to whom such notice is given by registered or certified mail, postage prepaid; (c) on the first (1st) Business Day after posting, if sent to the party to whom such notice is given by nationally recognized overnight courier for next day delivery; or (d) on the date of transmission to the party to whom such notice is given, if transmitted by email (provided, that (A) (i) such transmission occurs prior to 6:00 pm (Eastern time) on a Business Day, and (ii) no bounce back or similar notification of failed delivery is received by the sender, and (B) a copy of such email notice is sent to the recipient, within one (1) Business Day of such email transmission, pursuant to one of the other delivery methods under this Section 10.1). Notices hereunder shall be directed as set forth below:

To the Company or the Management, at:

Genesis General Partner/Genesis Fund Corporation
8100 Macomb Street
Grosse Ile, Michigan 48138
Attention: Gregory Barton and Bernardo Arce
Email: gbarton@genesisfinancial.com and barce@genesisfinancial.com

To any Stockholder, at the address set forth in the Subscription Documents entered into by such Stockholder in connection with its admission to the Company.

The Company or the Genesis General Partner and Management may change its address for purposes hereof by notice given to the Stockholders in accordance with this Section 10.1. Any Stockholder may change its address for purposes hereof by notice given to the Company and the Genesis General Partner and Management in accordance with this Section 10.1.

Section 10.2 Successors and Assigns. Except as otherwise expressly provided herein, (a) this Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors, executors, administrators, heirs and permitted assigns, and (b) no Person other than the parties hereto and their respective representatives, successors, executors, administrators, heirs and permitted assigns shall have any rights or claims under this Agreement.

Section 10.3 Modification and Amendment; Side Letters.

(a) This Agreement may be modified or amended upon the consent (or deemed consent) of the Genesis General Partner and Management and, if and when applicable, a Majority-in-Interest of the Stockholders as a Major Decision pursuant to Section 3.14; provided, however, in the event that (i) any such amendment or modification pursuant to this Section 10.3(a) would materially and disproportionately adversely affect the economic interest of a Stockholder in the Company that is not an EOD Stockholder or a Bad Actor Stockholder; and, (ii) such adverse effect is not the result of or otherwise attributable to the legal, regulatory or taxable status of such Stockholder, or the internal policies of such Stockholder, then such amendment or modification shall require the reasonable approval of such affected Stockholder (and if an affected Stockholder fails to respond in writing either approving or disapproving such amendment or modification on or before the date which is five (5) Business Days after delivery of the Management's request for such approval (TIME BEING OF THE ESSENCE with respect to such date), then such affected Stockholder shall be deemed to have approved such amendment or modification). Any amendment made pursuant to this Section 10.3(a) may, at the option of the Management, be effective as of the Effective Date.

(b) Notwithstanding Section 10.3(a), the Genesis General Partner and Management may (without the approval or consent of any other Stockholder) at any time and from time to time: (i) amend the Schedule of Stockholders to reflect any change required or permitted to be made therein pursuant to the terms of this Agreement; (ii) restate this Agreement together with any amendments hereto which have been duly adopted in accordance herewith to incorporate such amendments in a single, integrated document; and (iii) amend or modify this Agreement to (A) effect compliance with any applicable law, rule or regulation, (B) cure any ambiguity, ministerial or scrivener's error, (C) correct or supplement any provision hereof which may be inconsistent with any other provision hereof and/or (D) implement any action or decision which the Genesis General Partner and Management otherwise has the power, right or privilege to take or do without consent of the Stockholders hereunder (including, without limitation, with respect to the admission of Stockholders or the acceptance of increases to the prior Capital Investments of Stockholders); provided, further, however, in the event that (x) any such amendment or modification by the Genesis General Partner and Management pursuant to the foregoing clause (iii)(D) would materially and disproportionately adversely affect the economic interest of a Stockholder in the Company that is not an EOD Stockholder or a Bad Actor Stockholder, and (y) such adverse effect is not the result of or otherwise attributable to the legal, regulatory or taxable status of such Stockholder or the internal policies of such Stockholder, then such amendment or modification shall require the reasonable approval of such affected Stockholder (and if an affected Stockholder fails to respond in writing either approving or disapproving such amendment or modification on or before the date which is five (5) Business Days after delivery of the Management's request for such approval (TIME BEING OF THE ESSENCE with respect to such date), then such affected Stockholder shall be deemed to have approved such amendment or modification). Any amendment made pursuant to this Section 10.3(b) may, at the option of the Management, be effective as of the Effective Date.

(c) The Stockholders acknowledge and agree that, notwithstanding the terms of Section 10.3(a), the Genesis General Partner and Management may (without the approval or consent of any other Stockholder) at any time enter into side letters or similar supplemental written agreements (and amendments thereto) with one or more Stockholder which has the effect of (i) establishing rights under this Agreement with respect to such Stockholder(s) that are not afforded to the other Stockholders (including economic, governance, approval or other rights), (ii) altering or supplementing the terms of this Agreement with respect to such Stockholder(s) in a manner that is different from the terms of this Agreement as they apply to the other Stockholders, (iii) creating new terms with respect to such Stockholder(s) in addition to those set forth in this Agreement, (iv) waiving, reducing, or modifying fees

or other amounts payable by, or with respect to, such Stockholder, and/or (v) assigning or granting a participation in all or any portion of any fees or other amounts payable by, or with respect to, the other Stockholders (each such agreement, a “**Side Letter**”). The Stockholders hereby agree that any terms contained in any such Side Letter with a Stockholder shall govern with respect to such Stockholder notwithstanding the provisions of this Agreement (and with respect to such Stockholder shall be deemed a part of this Agreement).

Section 10.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan without considering choice of law provisions.

Section 10.5 Time is of the Essence. Subject to Section 10.12, time is of the essence with respect to this Agreement.

Section 10.6 Entire Agreement. This Agreement (together with the Subscription Documents and any Side Letters, as applicable) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed in this Agreement shall affect, or be effective to interpret, change or restrict, the express provisions of this Agreement.

Section 10.7 Counterparts. This Agreement may be executed in any number of counterparts, with the same effect as if all of the Stockholders had signed the same document and all counterparts shall be construed together and shall constitute one agreement. Electronically transmitted signatures (including, without limitation, .PDF, any electronic signature complying with the U.S. federal ESIGN Act of 2000, or other electronic means) may be used in place of original signatures on this Agreement or any document delivered pursuant hereto. The parties intend to be bound by the signatures on any electronically transmitted document and are aware that the other parties will rely on any such electronically transmitted signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such electronically transmitted signatures.

Section 10.8 Third Parties. Subject to (x) the rights expressly granted hereunder to Indemnified Parties, and (y) Section 10.27, the provisions of this Agreement are for the exclusive benefit of the parties hereto and no other Person, including creditors of any party hereto, shall have any right or claim against any party by reason of those provisions or be entitled to enforce any of those provisions against any party. Without limiting the foregoing, nothing contained in this Agreement shall benefit any creditor of the Company or of any Stockholder. No creditor of the Company or of a Stockholder may require a contribution to the capital of the Company or an advance to the Company to be solicited, or a distribution to be made, by the Company, nor may any creditor of the Company or a Stockholder enforce the obligation of a Stockholder to make a Capital Contribution or an advance to the Company.

Section 10.9 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to the persons or circumstances, shall not be affected thereby.

Section 10.10 Headings and Captions. The table of contents, headings and captions contained in this Agreement in no way define, limit or expand the scope or intent of this Agreement.

Section 10.11 Pronouns; References. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural; as the context in which they are used may

require. Any reference herein to the Code, the Treasury Regulations, the Act or other statutes or laws shall include all amendments, modifications or replacements of the specific sections and provisions concerned. Any reference herein to an agreement, document or instrument shall be to such agreement, document or instrument, as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms.

Section 10.12 Non-Business Days. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time or by a particular date that ends or occurs on a non-Business Day in the United States, then such period or date shall be extended until the immediately following Business Day.

Section 10.13 Incorporation of Exhibits. All exhibits and schedules attached and referred to in this Agreement are hereby incorporated herein as fully set forth in (and shall be deemed to be a part of) this Agreement.

Section 10.14 Further Assurances. Each party to this Agreement agrees to promptly furnish to the Genesis General Partner and Management such further information, and to promptly execute, acknowledge, deliver, file and record such further agreements, certificates, amendments, instruments and other documents, and to promptly do all such further acts or things, and to otherwise cooperate with the Management, in each case, as may be required by law or as, in the judgment of the Management, may be necessary, advisable or desirable to carry out the intent and purpose of this Agreement and the transactions contemplated hereby. Without limiting the foregoing, such further assurances shall include, but not be limited to, cooperation in connection with the Management's management of the Company Business, the Management's preparation and maintenance of the Company's books, records, tax returns and other reports, the Genesis General Partner and Management causing the Company to be in compliance with its obligations under the governing documents of a Subsidiary, and any Transfers by the Genesis General Partner and Management or a Stockholder that is an Affiliate of the Genesis General Partner and Management for tax or estate-planning purposes.

Section 10.15 Waivers. No waiver of any provision hereof by any party shall be deemed a waiver by any other party nor shall any such waiver by any party be deemed a continuing waiver of any matter by such party. Neither the failure nor the delay by a party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will constitute a waiver of that right, power or privilege, and no single or partial exercise of right, power or privilege will preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Section 10.16 Approvals. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, any agreement contemplated in this Agreement, or applicable provisions of law or equity or otherwise, the Stockholders agree as follows:

(a) unless otherwise specifically stated herein any approval or consent by the Genesis General Partner and Management hereunder, to be effective for any purpose, shall be in writing;

(b) whenever in this Agreement a decision, determination, exercise of a right, election, judgment, or approval right the Genesis General Partner and Management shall be subject to a "good faith" or other express standard, the Genesis General Partner and Management shall act under such express standard and shall not be subject to any other or different standard; provided, that in the

absence of any such express standard, the Genesis General Partner and Management shall be entitled to act in its sole and absolute discretion;

(c) whenever in this Agreement a matter, arrangement or thing is to be satisfactory or not satisfactory to the Genesis General Partner and Management or the Management is permitted or required to make a decision or determination, exercise a right given to it to approve or disapprove a matter, or make an election or judgment (whether in any such instance, such matter, decision, determination, exercise of a right, election, judgment, or approval right is in the Management's "discretion", "sole discretion", "sole and absolute discretion" or under a grant of similar authority or latitude), then the decision, determination, exercise of a right, election, judgment, approval right, or election to withhold an approval, of the Management shall (except as is otherwise specifically herein provided) be in the sole and absolute discretion of the Management, shall be final and conclusive, and the Genesis General Partner and Management shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person and shall not be subject to any other or different standard;

(d) to the extent that, at law or in equity, the Genesis General Partner and Management has duties (including fiduciary duties) and liabilities under this Agreement in respect of the Company or to any Stockholder, the Genesis General Partner and Management shall not be liable to the Company or to any Stockholder for its good faith reliance on the provisions of this Agreement; and

(e) the provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of the Person.

Section 10.17 Tax Consequences. Each Stockholder acknowledges and agrees that he, she or it has relied fully upon the advice of its own legal counsel and/or accountant in determining the tax consequences of this Agreement and the transactions contemplated hereby and not upon any representations or advice by the Company, the Management, any counsel to the Company or the Management, or any other Stockholder.

Section 10.18 Representations and Warranties of the Stockholders.

(a) Each Stockholder hereby represents, warrants and confirms to the Genesis General Partner and Management and the Company that each of the representations, warranties, covenants and agreements of such Stockholder set forth in such Stockholder's Subscription Documents, any Side Letter, or any other agreement, document, instrument or certificate delivered by such Stockholder in connection with its admission to the Company or the transactions contemplated by this Agreement are true and correct in all respects, which such representations, warranties, covenants and agreements are hereby incorporated into this Agreement as if separately stated herein.

(b) Notwithstanding anything to contrary in this Agreement, each Stockholder agrees to indemnify, protect, defend and hold harmless the Genesis General Partner and Management (and the other Indemnified Parties), the Company and each other Stockholder from and against all claims, actions or causes of action, liabilities, expenses, costs or damages, including, without limitation, Claims and Indemnified Losses, arising from any breach of any representation or warranty in this Agreement (including, without limitation, those referenced in this Section 10.18) or such Stockholder's Subscription Documents.

Section 10.19 Attorneys' Fees. If any lawsuit is commenced between the parties hereto concerning any of the provisions of this Agreement or the rights and duties of any party hereto, the

party or parties prevailing in such lawsuit shall be entitled to have its or their costs and expenses, including, without limitation, reasonable attorneys' fees and court costs paid by the party or parties not prevailing in such lawsuit. Any such attorneys' fees and other expenses incurred by a party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

Section 10.20 Equitable Relief. If any Stockholder proposes or attempts to Transfer all or any part of its Interest in violation of the terms of this Agreement, the Company or the Genesis General Partner and Management may apply to any court of competent jurisdiction for an injunctive order prohibiting such proposed Transfer except upon compliance with the terms of this Agreement, and the Company or the Genesis General Partner and Management may institute and maintain any action or proceeding against the Person proposing to make such Transfer to compel the specific performance of this Agreement. Any attempted Transfer in violation of this Agreement is null and void, and of no force and effect. The Person against whom such action or proceeding is brought waives the claim or defense that an adequate remedy at law exists, and such Person will not urge in any such action or proceeding the claim or defense that such remedy at law exists.

Section 10.21 WAIVER OF JURY TRIAL. TO EXTENT ALLOWABLE UNDER APPLICABLE LAW, THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HERewith. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH OTHER PARTY, AS APPLICABLE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Section 10.22 VENUE AND JURISDICTION. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY MICHIGAN STATE OR FEDERAL COURT SITTING IN MICHIGAN COUNTY OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES MAY, AT THEIR SOLE DISCRETION, ELECT THE STATE OF MICHIGAN, WAYNE COUNTY, OR THE UNITED STATES OF AMERICA, SOUTHERN DISTRICT OF MICHIGAN, AS THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO SUCH VENUE AS BEING AN INCONVENIENT FORUM. PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Section 10.23 Waiver of Partition and Certain Other Rights. Each of the Stockholder irrevocably waives any right or power that it might have:

- (a) To cause the Company or any of its assets to be partitioned;

(b) To compel any sale of all or any portion of the assets of the Company under any applicable law;

(c) To cause the appointment of a receiver for all or any portion of the assets of the Company; or

(d) To file a complaint, or to institute proceedings at law or in equity, to cause the dissolution or liquidation of the Company, other than in accordance with this Agreement. The Genesis General Partner and Management and each of the other Stockholders has been induced to enter into this Agreement in reliance upon the waivers of this Section 10.23, and without those waivers neither the Genesis General Partner and Management nor any other Stockholder would have entered into this Agreement.

Section 10.24 Certain Terminology.

Whenever the words “including”, “include” or “includes” are used in this Agreement, they shall be interpreted in a non-exclusive manner as though the words “, without limitation,” immediately followed the same.

(a) Except as otherwise indicated, all Article, Section and Exhibit references in this Agreement shall be deemed to refer to the Sections and Articles in, and the Exhibits to, this Agreement.

(b) Wherever the words “hereof”, “herein” or “hereunder” appear in this Agreement, they shall be interpreted to mean “of this Agreement”, “in this Agreement” or “under this Agreement”, respectively.

(c) As used herein, “good faith” means “honesty in fact” as such phrase is used in the Uniform Commercial Code, as adopted in the State of Michigan as of the date of this Agreement.

Section 10.25 Confidentiality.

(d) Each Stockholder agrees to keep confidential, and not to make any use of or disclose to any Person this Agreement, or any information or matter contained herein, or otherwise related to this Agreement, the parties hereto or the transactions contemplated hereby, the Company or its affairs, the Company Business, any Subsidiary, or any property or asset of the Company or any Subsidiary (including, without limitation, any Asset) (collectively, the “**Confidential Information**”); provided, however, (i) such Stockholder may disclose such information to its directors, employees, agents, advisors or representatives (its “**Authorized Representatives**”) who reasonably have a need to know the information or matter in connection with such Stockholder’s Interest in the Company; (ii) such Stockholder may make such disclosure for purposes reasonably related to its Interest in the Company for purposes of filing tax returns with respect to its Interest; (iii) such Stockholder and its Authorized Representatives may make such disclosure to the extent that (A) the information to be disclosed is publicly known at the time of the proposed disclosure by such Stockholder or Authorized Representative through no act or omission of such Stockholder or any of its Authorized Representatives; (B) the information otherwise is or becomes legally known to such Stockholder or Authorized Representative other than through disclosure by the Company, the Management, any other Stockholder, or any Affiliate of, or other party that is subject to a confidentiality agreement with, any of the foregoing entities; or (C) subject to Section 10.25(b), such disclosure is required by law or in response to any governmental agency

request or in connection with an examination by any regulatory or taxing authority, provided that such agency, regulatory or taxing authority or association is aware of the confidential nature of the information disclosed. Each Stockholder shall advise any Authorized Representative of the obligations set forth in this Section 10.25 prior to any disclosure to any Authorized Representative, and each Stockholder shall ensure its Authorized Representatives' compliance with this Section 10.25 and shall be liable for any breaches of this Section 10.25 by any of its Authorized Representatives. Prior to making any disclosure required by law, regulation or regulatory or taxing agency or authority, each Stockholder shall notify the Genesis General Partner and Management of such disclosure and cooperate with any request by the Management to help keep such information confidential.

(e) To the extent that the Freedom of Information Act, 5 U.S.C. § 552 (“FOIA”), any state public records access law, any state or other jurisdictions' laws similar in intent or effect to FOIA, or any other similar statutory or regulatory requirement would potentially cause a Stockholder or any of its Affiliates to disclose Confidential Information, such Stockholder hereby agrees that, in addition to compliance with the notice requirements set forth in Section 10.25(a), such Stockholder (i) shall take commercially reasonable steps to oppose and prevent the requested disclosure unless (A) the Genesis General Partner and Management does not object in writing to such disclosure within ten (10) Business Days after its receipt of such notice of such disclosure, or (B) such disclosure solely relates to Company-level, aggregate performance information (i.e., aggregate cash flows, the year of formation of the Company and such Stockholder's own Capital Contributions) and does not include (1) copies of this Agreement and related documents or (2) any other information not referred to in clause (B) above, and (ii) acknowledges and agrees that notwithstanding any other provision hereof, the Genesis General Partner and Management may, in order to prevent any such potential disclosure that the Genesis General Partner and Management determines in good faith is likely to occur, withhold all or any part of the information otherwise to be provided to such Stockholder other than the Company-level, aggregate performance information specified in clause (B) above and the IRS Forms 1065, Schedule K-1s or their equivalent.

(f) The Genesis General Partner and Management may, to the maximum extent permitted by applicable law or this Agreement, keep confidential from any Stockholder any information the disclosure of which (i) the Company, the Genesis General Partner and Management or any of their Affiliates is required by law, agreement or otherwise to keep confidential, or (ii) the Genesis General Partner and Management reasonably believes may have an adverse effect on (A) the ability to operate or complete the investment strategy of the Company or any Subsidiary, (B) the Company, the Management, any Sponsor Party, or any of their Affiliates, or (C) any Person, directly or indirectly, investing in the Company, any Subsidiary or any Asset.

(g) Each Stockholder acknowledges that disclosure of information in violation of the provisions of this Section 10.25 may cause irreparable injury to the Company, the Management, a Subsidiary and/or the Assets of the Company or a Subsidiary for which monetary damages are inadequate, difficult to compute, or both. Accordingly, each Stockholder agrees that its obligations under this Section 10.25 may be enforced by specific performance and that breaches or prospective breaches of this Section 10.25 may be enjoined.

(h) In no event shall the provisions of this Section 10.25 govern or apply to the Management

(i) The provisions of this Section 10.25 shall survive the expiration or termination of this Agreement.

ARTICLE 11. - SPECIAL POWER OF ATTORNEY

Section 11.1 Attorney-In-Fact. Each Stockholder hereby acknowledges and confirms that it has duly appointed the members of Management, including but not limited to, the partners of the General Partner, each Officer and Director of the Management and any successors of any of the foregoing, as its true and lawful attorney in fact for the limited purposes and upon the terms and conditions specified in the power of attorney contained in such Stockholder's Subscription Documents (the "**Power of Attorney**").

Section 11.2 Terms of Power of Attorney. With respect to each such Power of Attorney, each Stockholder acknowledges and agrees that notwithstanding anything to the contrary contained in this Agreement or such Stockholder's Subscription Documents:

(a) such Power of Attorney is a special power of attorney coupled with an interest sufficient at law to support an irrevocable power, is irrevocable by any Stockholder in any manner or for any reason and shall survive and not be affected by the death, illness, disability, incapacity or dissolution of the granting Stockholder to the extent permitted by applicable law;

(b) such Power of Attorney may be exercised by the empowered Person or entity acting alone for and/or on behalf of such Stockholder, without the need to list all such Stockholders, by a signature of such Person or entity or by one of its officers, directors or partners on its behalf, or by listing all of the Stockholders executing any instrument with a single signature of such Person or entity or one of its officers or partners on its behalf acting as an attorney-in-fact for all of them; such Power of Attorney shall survive a Transfer by a Stockholder of all or any portion of such Stockholder's Interest, except that, where the assignee of the Interest owned by a Stockholder has been approved by the Genesis General Partner and Management for admission to the Company as a Stockholder, the special power of attorney shall survive such Transfer for the sole purpose of enabling the Genesis General Partner and Management to execute, acknowledge and file any instrument or document necessary, desirable or appropriate to effect such admission or substitution;

(c) all acts of the Genesis General Partner and Management hereunder pursuant to such Power of Attorney shall be deemed to be acts on behalf of the Stockholders and not of the Management individually;

(d) the Genesis General Partner and Management shall not be liable to the Stockholders in its capacity as agent, attorney-in-fact and representative for any loss or liability of a Stockholder or otherwise or for any error of judgment, any act done or step taken or for any mistake in fact or law, in each case to the extent taken or omitted by it in good faith, except where such liability resulted from the fraud or misappropriation of funds by the Genesis General Partner and Management with respect to the Company (as finally determined by a court of competent jurisdiction); and

(e) the Genesis General Partner and Management may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties hereunder, and neither shall incur any liability in its capacity as agent, attorney-in-fact and representative to the Stockholders or the Company and shall be fully protected with respect to any action taken, omitted or suffered by it in good faith in accordance with the advice of such counsel.

IN WITNESS WHEREOF, Genesis General Partner and Management and the Stockholders have executed this Agreement as of the date inserted below.

MANAGEMENT:

**Genesis General Partner
Genesis Fund Corporation**

By: _____
Gregg. S. Barton, General Partner and CEO

STOCKHOLDER:

Name of Entity: _____

Signature: _____

Printed Name: _____

Title: _____

Amount of Capital Investment: \$ _____

Date: _____

EXHIBIT A

Defined Terms

“**Acquisition Fee**” has the meaning set forth in Section 3.9.

“**Act**” has the meaning set forth in the recitals.

“**Adjusted Capital Account Deficit**” means with respect to any Stockholder, the negative balance, if any, in such Stockholder’s Capital Account as of the end of the relevant Fiscal Year, determined after giving effect to the following adjustments: (a) credit to such Capital Account any portion of such negative balance which such Stockholder (i) is treated as obligated to restore to the Company under the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(c), or (ii) is deemed to be obligated to restore to the Company under the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and (b) debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). This definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 and shall be interpreted consistently therewith.

“**Affiliate**” (including, with correlative meaning, “**Affiliated with**”) means, with respect to any Person, any other Person that directly or indirectly, is in control of, is controlled by or is under common control with such first Person. For purposes of this Agreement, “**control**” (including, with correlative meaning, “**controlled by**” and “**under common control with**”) means, with respect to any Person, the power to direct or cause the direction of the management and policies of such first Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise). Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, neither the Company nor the Genesis General Partner and Management shall be deemed to be an Affiliate of any Stockholder.

“**Agreement**” has the meaning set forth in the preamble.

“**Asset Level Fees**” has the meaning set forth in Section 3.10.

“**Assets**” means all of the assets of the Company, including, without limitation, the direct or indirect interests in the Subsidiaries and the Property

“**Authorized Officer**” has the meaning set forth in Section 3.12.

“**Authorized Representatives**” has the meaning set forth in Section 10.25(a).

“**Authorized Signatory**” has the meaning set forth in Section 3.12.

“**Bad Actor Stockholder**” means any Stockholder that (i) would cause the disqualification of the Company from reliance on Rule 506 due to the operation of paragraph (d) thereof (or its successor) if such Stockholder were to beneficially own twenty percent (20%) or more of the outstanding voting interest of all of the Stockholders (excluding any other Interests that are Non-Voting Interests) or (ii) the Genesis General Partner and Management determines is likely to become subject to a conviction, order, judgment or finding that would be likely to cause the

disqualification described in clause (i) of this definition.

“Bankruptcy Event” means, with respect to a Person, the commencement or occurrence of any of the following with respect to such Person: (a) a case under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (b) the appointment of (or a proceeding to appoint) a trustee or receiver of any property interest; (c) an attachment, execution or other judicial seizure of (or a proceeding to attach, execute or seize) a substantial property interest; (d) an assignment for the benefit of creditors; (e) the taking of, failure to take, or submission to any action indicating (after reasonable investigation) an inability to meet its financial obligations as they become due; or (f) a dissolution or liquidation; provided, however, that an event described in clause (a), (b) or (c) shall not be included if the same is (i) involuntary and not at any time consented to, (ii) contested within thirty (30) days of commencement and thereafter diligently and continuously contested, and (iii) dismissed or set aside, as the case may be, within ninety (90) days of commencement.

“Book Value” means, as of any particular date, the value at which any asset of the Company is properly reflected on the books of the Company as of such date in accordance with the provisions of Treasury Regulations Section 1.704-1(b). The Book Value of all Company assets may, at the discretion of the Management, be adjusted to equal their respective gross fair market values, as determined in good faith by the Management, as of the following times: (i) immediately prior to the acquisition of an additional interest in the Company by any new or existing Stockholder in exchange for more than a de minimis Capital Contribution; (ii) immediately prior to the distribution by the Company to a Stockholder of more than a de minimis amount of money or other property as consideration for an interest in the Company; (iii) in connection with the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); (iv) the grant of an interest in the Company as consideration for the provision of services to or for the benefit of the Company by an existing Stockholder acting in a Stockholder capacity or in anticipation of being a Stockholder; and (v) under generally accepted industry accounting practices within the meaning of Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5).

“Business Day” means any day except Saturday, Sunday or other day on which commercial banks in the United States are required or authorized by law to close.

“Capital Account” has the meaning set forth in Section 2.5.

“Capital Commitment” means, with respect to any Stockholder, the amount set forth in such Stockholder’s Subscription Documents as its subscription or capital investment that has been accepted by the Management, together with any increases thereto pursuant to this Agreement, and reflected as such in the books and records of the Company.

“Capital Contribution” means, with respect to any Stockholder as of any date, the amount of cash or property for such value determined by the Genesis General Partner and Management actually contributed (or deemed contributed) by such Stockholder to the Company, as such amount may be adjusted pursuant to this Agreement. At any time, a Stockholder’s total Capital Contributions shall be equal to the aggregate amount of all Capital Contributions made (or deemed made) by such Stockholder since the Effective Date, as such amount may be adjusted pursuant to this Agreement.

“**Cause**” means the commission of fraud or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

“**Certificate**” has the meaning set forth in Section 1.2.

“**Claim**” means any claim (including counterclaims and third-party claims), action, suit, litigation, arbitration or other similar proceedings, or investigation or inquiry.

“**Code**” means the Internal Revenue Code of 1986, as amended. All references herein to sections of the Code shall include any corresponding provision or provisions of succeeding law.

“**Company**” means Genesis Fund Corporation, a Michigan business corporation.

“**Company Business**” has the meaning set forth in Section 1.6.

“**Company Expenses**” means any and all out-of-pocket fees, costs, expenses, liabilities and obligations of the Company, including, without limitation, those arising out of, or relating or attributable to:

(a) all aspects of the Company Business;

(b) activities with respect to the sourcing, structuring, organizing, negotiating, consummating, financing, refinancing, bidding on, acquiring, owning, holding, monitoring, managing, operating, leasing, renovating, improving, developing, hedging, insuring, restructuring, selling, valuing, winding up, liquidating, or otherwise disposing of, as applicable, the Company’s actual and potential Assets or seeking to do any of the foregoing (including, without limitation, any associated legal, real estate title, survey, appraisal, financing, commitment, transaction, due diligence or other fees and expenses payable to attorneys, accountants, investment bankers, lenders, title companies, insurance companies, appraisers, third-party diligence software and service providers, consultants and other professionals in connection therewith and any fees and expenses related to transactions that may have been offered to co-investors);

(c) fees, costs, expenses, liabilities and obligations relating to investment and disposition opportunities for the Company not consummated (including, without limitation, legal, accounting, auditing, insurance, travel, consulting (including consulting and retainer fees paid to any consultants performing investment initiatives and other similar consultants), brokerage, finders’, financing, appraisal, filing, printing, real estate title, survey, reverse breakup, termination, entity formation, due diligence and other fees and expenses relating to such investment and disposition opportunities);

(d) indebtedness of the Company or any Subsidiary or indebtedness incurred on behalf of the Company or any Subsidiary, the Genesis General Partner and Management or their respective Affiliates, including, without limitation, interest with respect thereto, or seeking to put in place any such indebtedness or guarantees in connection therewith;

(e) financing, commitment, origination and similar fees and expenses;

(f) broker, dealer, finder, underwriting (including both commissions and discounts), loan administration, private placement fees, sales commissions, investment banker, finder and similar services;

(g) brokerage, sale, custodial, depository, trustee, record keeping, account and similar services; legal, accounting, treasury, research, auditing, administration (including, without limitation, fees to third party administrators and costs relating to administration or reporting software, if any), information, appraisal, advisory, valuation (including, without limitation, third-party valuations, appraisals or pricing services), consulting (including, without limitation, consulting and retainer fees and other compensation paid to consultants performing investment initiatives and other similar consultants), tax and other professional services;

(h) breakup, reverse breakup, termination and other similar fees;

(i) directors and officers liability, errors and omissions liability, professional liability, fraud and other crime coverage, cyber coverage, fidelity coverage, employment practices liability, coverage for non-indemnified Persons, and insurance liability premiums and other insurance and regulatory expenses for the benefit of the Company, the Genesis General Partner and Management or any other indemnified Persons (including, without limitation, Indemnified Parties);

(j) filing, title, transfer, registration, stamp and other similar fees and expenses;

(k) printing, communications, marketing and publicity;

(l) compliance, regulatory filings or regulatory inquiries related to the Company's Assets, including, without limitation, the preparation, distribution or filing of Company-related or investment-related financial statements or other reports, tax returns, tax estimates, IRS forms 1042, 1042S and 1120F or any other administrative, compliance or regulatory filings or reports or other information (regardless of whether the reporting Person is the Partnership Representative, the Company, the Genesis General Partner and Management or any of their respective Affiliates), including, without limitation, fees and costs of any third-party service providers and professionals related to the foregoing;

(m) activities with respect to protecting the confidential or non-public nature of any information or data;

(n) indemnification, advancement, contribution or reimbursement obligations (including, without limitation, any fees, costs and expenses incurred in connection with indemnifying the Company, the Management, any Stockholder or other Person pursuant to this Agreement and advancing fees, costs and expenses incurred by any such Person in defense or settlement of any Claim that may be subject to a right of indemnification pursuant to this Agreement), except as otherwise set forth in this Agreement;

(o) actual, potential, threatened or otherwise anticipated litigation, mediation, arbitration or other dispute resolution process or any governmental inquiry, investigation or proceeding involving the Company or its Assets, including, without limitation, any judgment, fine, other award or settlement entered into in connection therewith, except as set forth in this Agreement;

(p) any Stockholder meetings or any other conferences or meetings with any Stockholder(s);

(q) the termination, liquidation, winding up or dissolution of the Company or its Assets;

(r) amendments to, and waivers, consents or approvals pursuant to, the constituent documents of the Company, the Management, the Subsidiaries, and related

entities, including, without limitation, the preparation, distribution and implementation thereof; complying with any law, rule or regulation related to the activities of the Company (including, without limitation, regulatory expenses of the Genesis General Partner and Management or its Affiliates incurred in connection with the operation of the Company and its Assets, and legal fees and expenses);

(s) unreimbursed costs and expenses incurred in connection with any transfer or proposed transfer by a Stockholder;

(t) any taxes, fees and other governmental charges levied against the Company (except to the extent such amounts are reimbursed by a Stockholder or treated as distributed to a Stockholder pursuant to this Agreement) and all expenses incurred in connection with any tax audit, investigation settlement or review of the Company or its Assets;

(u) any travel (including transportation, lodging, meals or entertainment) relating to any of the foregoing, including in connection with the Company or its Assets, the disposition of the Company's Assets or any consummated and unconsummated investment and disposition opportunities; and

(v) any Organizational Expenses.

"Company Minimum Gain" shall have the meaning set forth in Treasury Regulations Section 1.704- 2(b)(2).

"Confidential Information" has the meaning set forth in Section 10.25(a).

"Confidential Private Placement Memorandum" means, that certain Confidential Private Placement Memorandum, dated on or about the Effective Date, as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"Conflict Parties" has the meaning set forth in Section 3.4(b).

"Default Rate" has the meaning set forth in Section 4.2(b).

"Depreciation" means, for each Fiscal Year or part thereof, an amount equal to the depreciation, amortization, or other cost recovery deductions allowable for federal income tax purposes with respect to an asset for such year or other period, except if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year, Depreciation shall be an amount which bears the same ratio to such Book Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year bears to such adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Book Value using any reasonable method selected by the Management.

"Designated Individual" has the meaning set forth in Section 4.2(c).

"Directors of Corporation" means those persons who are elected as Directors of Genesis Latam Corporation by Stockholders A who include Bernardo Arce, Gregory Barton, Laurie Barton and James Barton.

“Distributable Cash” means, as determined by the Management, the amount, if any, of all cash paid to, received by, or in the possession of, the Company from whatever source (including, without limitation, cash received from the sale or refinancing of the assets of the Company or any directly or indirect Subsidiary) after deducting therefrom amounts necessary to (x) pay costs, expenses or obligations of the Company (including, without limitation, Organizational Expenses and Company Expenses), or (y) fund or replenish any reserves of the Company, as determined by the Management.

“Economic Interest” means, with respect to any Stockholder B, such Stockholder B’s right to share in the income, gains, Profits, Losses, deductions, credit, or similar items of, and to receive distributions from, the Company; provided, that Economic Interest expressly excludes any other rights of such Stockholder B, including, without limitation, any right to vote or otherwise participate in management of the Company or the Company Business, or, except as may be provided in the Act, any right to information concerning the Company or the Company Business.

“Effective Date” has the meaning set forth in the preamble.

“EOD Stockholder” has the meaning set forth in Section 8.1(a).

“ERISA” means the U.S. Employee Retirement Income Security Act of 1974 and the rules and regulations promulgated thereunder, as amended from time to time.

“Event of Default” means, with respect to any Stockholder, the occurrence of any of the following: (a) such Stockholder or its Affiliate engages in fraud, misappropriation of funds, or willful misconduct, or is indicted or convicted of a felony (or a guilty plea, plea of no contest or nolo contendere plea in connection therewith); (b) such Stockholder is the subject of any Bankruptcy Event; (c) such Stockholder attempts to make a direct or indirect Transfer of its Interest in violation of this Agreement; (d) such Stockholder breaches any of its agreements, covenants or other obligations in this Agreement, the Subscription Documents, any Side Letter, or any other agreement, document, instrument or certificate entered into by such Stockholder in connection therewith; (e) any of the representations or warranties made by such Stockholder in connection with the acquisition of an Interest (including any representation or warranty in this Agreement, the Subscription Documents, or any Side Letter) was not true when made, or has ceased to be true, in any material respect (excluding any breach of any representation or warranty that occurs after such Stockholder is admitted to the Company if such breach occurred through no fault of such Stockholder and the Genesis General Partner and Management determines that such breach is unlikely to have a material adverse effect upon the Company, the Genesis General Partner and Management or any other Stockholder); (f) the Genesis General Partner and Management determines in good faith that such Stockholder’s ownership of an Interest has caused, or may cause, the Company or the Genesis General Partner and Management to be in violation of any Securities Laws or the rules of any self-regulatory organization applicable to the Company or the Management; (g) the Genesis General Partner and Management determines in good faith that such Stockholder’s ownership of an Interest may subject the Company, the Genesis General Partner and Management or any of other Stockholder to an undue risk of adverse tax or other fiscal or regulatory consequences; (h) the Genesis General Partner and Management determines in good faith that such Stockholder’s continued participation in the Company’s affairs is, or is likely to (i) subject the Company, the Management, any Sponsor Party or any Subsidiary to material adverse consequences (including, without limitation, pursuant to

any of the agreements, documents, instruments or certificates evidencing ant financing obtained by the Company or any Subsidiary or the governing documents of any Subsidiary or (ii) have any material adverse effect on the assets of the Company (including, without limitation, any Assets) or the assets of any Subsidiary; or (i) the Genesis General Partner and Management determines in good faith that such Stockholder is, or likely to be, a Bad Actor Stockholder.

“**Fiscal Year**” means the Company’s fiscal year, which shall be the calendar year, or such other fiscal year otherwise determined by the Genesis General Partner and Management or otherwise required by the Code or Treasury Regulations.

“**FOIA**” has the meaning set forth in Section 10.25(b).

“**Former Stockholder**” has the meaning set forth in Section 7.1(a).

“**General Partner Representative**” has the meaning set forth in Section 4.2.

“**Genesis Financial Group, Inc.**” is a Michigan business corporation and registered Real Estate Broker which provides acquisition, property management and disposition services to the Assets with thirty years’ experience in the management of US Federal government office building leases. The founders and current owners are Gregory and James Barton. It is one of the partners in Genesis General Partner.

“**Genesis Fund Corporation**” is a Michigan corporation and is further described in the preamble. Its Directors and Officers are Bernardo Arce, James, Gregg and Lauren Barton

“**Genesis General Partner**” is a Michigan general partnership and part of Management. Its partners include Gregory Barton, James Barton and Genesis Financial Group, Inc.

“**Imputed Underpayment Obligation**” has the meaning set forth in Section 4.2(b).

“**Indemnified Losses**” means all fees, costs, expenses, losses, obligations, liabilities, damages (whether actual, consequential, special or punitive), together with all interest, penalties and attorneys’ fees, costs and disbursements, and costs of enforcement.

“**Indemnified Parties**” has the meaning set forth in Section 3.6(a).

“**Interest**” means, with respect to any Stockholder, such Stockholders entire ownership in the Company at any particular time, including, without limitation, such Stockholder’s Economic Interest in the Company, and any right to vote or otherwise participate in management of the Company or the Company Business, or, except as may be provided in the Act, any right to information concerning the Company or the Company Business.

“**IRS**” means the Internal Revenue Service.

“**Limited Liability Company (LLC)**” is the entity which will hold ownership of each building/lease of the Assets. Each LLC will be wholly owned by the Company.

“**Loss**” has the meaning set forth in Section 5.1.

“**Major Decision**” means any of the following matters requiring the consent (or deemed consent) of a Majority-in-Interest of the Stockholders pursuant to this Agreement.

“Majority-in-Interest of the Stockholders” means, as of any date, the Stockholders holding more than fifty percent (50%) of the Percentage Interests in the Company as of such date; provided, the Capital Contributions of (a) any EOD Stockholder(s), and (b) any Stockholder(s) that hold Non-Voting Interests shall not be counted (and accordingly, shall be executed for purposes of calculating Percentage Interests) for purposes of this definition.

“Management” has the meaning set forth in Section 1.6.

“Stockholder Nonrecourse Debt Minimum Gain” shall have the meaning set forth in Treasury Regulations Section 1.704-2(i)(2).

“Stockholder Termination Event” has the meaning set forth in Section 7.1(a).

“Stockholders” means, at any time, all the Stockholders A & B at such time as reflected in the books and records of the Company.

“Nonrecourse Liability” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

“Non-Voting Interests” means any Interests that are issued or converted pursuant to Section 8.2 or that are otherwise by agreement with any Stockholder to not entitled to vote on any matter requiring the vote or approval of the Stockholders hereunder. Also, a characteristic of Stock B.

“Notice” has the meaning set forth in Section 10.1.

“Organizational Expenses” means the Company’s organizational and startup expenses, including legal, printing, accounting, filing (including blue sky filings), capital raising, regulatory compliance (including, without limitation, as determined by the Management, initial and/or preliminary registrations, notifications, rules or regulations in connection with the organization of the Company), any administrative or other filings and other organizational expenses, including, without limitation, the preparation of, and negotiations with respect to, this Agreement, the Subscription Documents, and any Side Letters or similar agreements, and any travel costs.

“Percentage Interest” means, with respect to any Stockholder and as of any date, the percentage obtained by dividing (a) the total Capital Contributions made (or deemed made) to the Company by such Stockholder as of such date by (b) the total Capital Contributions made (or deemed made) to the Company by all Stockholders as of such date, as the same may be adjusted as of any date pursuant to this Agreement.

“Person” means any individual, partnership, limited liability company, corporation, joint venture, trust, business trust, association, or similar entity and the heirs, executors, legal representatives, successors and assigns of such entity where the context requires.

“Plan Asset Regulations” shall mean the regulations issued by the Department of Labor at Section 2510.3- 101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, as the same may be amended from time to time.

“Power of Attorney” as the meaning set forth in Section 11.1.

“Preferred Return” means, as to each Stockholder as of any date of determination, a return on such Stockholder’s Unreturned Capital Contributions equal to nine percent (9%) per annum from the date of such Stockholder’s funding of such Capital Contributions through such determination date, cumulative and compounded annually.

“Profit” has the meaning set forth in Section 5.1.

“Property” means that certain real property in the form of commercial office buildings leased to an agency of the United States government to be acquired by Management.

“Property Owner” means the General Partner and the Company.

“PTP” has the meaning set forth in Section 7.2(a).

“PTP Safe Harbor” has the meaning set forth in Section 7.2(a).

“Regulatory Allocations” has the meaning set forth in Section 5.4.

“Schedule of Stockholders” has the meaning set forth in Section 2.1(b).

“Securities Act” means the Securities Act of 1933, as amended.

“Securities Laws” means, collectively, the Securities Act and any federal or state securities laws (including, without limitation, so-called “blue sky” laws of any state).

“Shortfall Loan” has the meaning set forth in Section 2.3.

“Side Letter” has the meaning set forth in Section 10.3.

“Stockholder” has the meaning set forth in Section 2.1(a).

“Subscription Agreement” means, with respect to any Stockholder, the Subscription Agreement entered into by such Stockholder and accepted by the Genesis General Partner and Management (on behalf of the Company), as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Subscription Documents” means, with respect to any Stockholder, the Subscription Agreement entered into by such Stockholder with respect to the Company, together with the Subscriber Information Form, the Rule 506 Questionnaire, the IRS Forms, the Status Certification Letter, and such other acknowledgements, information forms, questionnaires, agreements, documents, instruments or certificates delivered in connection therewith.

“Subsidiaries” means any partnerships, corporations, limited liability companies, or other form of business or legal entity in which the Company holds a direct or indirect ownership, beneficial, management or other interest (including, without limitation, a partnership, corporation, limited liability company, or other form of business entity that is formed to act as Management, managing Stockholder, Stockholder, general partner, limited partner, stockholder, or other beneficial owner of any other, directly or indirectly, wholly- or partially- owned partnership, corporation, limited liability company or other form of business or legal entity).

“**Term**” has the meaning set forth in Section 1.8.

“**Transfer**” has the meaning set forth in Section 7.2.

“**Treasury Regulations**” means the federal income tax regulations, including any temporary or proposed regulations, promulgated under the Code, as such Treasury Regulations may be amended from time to time (it being understood that all references herein to specific sections of the Treasury Regulations shall be deemed also to refer to any corresponding provisions of succeeding Treasury Regulations).

“**Underpayment Costs**” has the meaning set forth in Section 4.2(b).

“**Undistributed Preferred Balance**” means, as to any Stockholder as of any date, an amount by which (a) such Stockholder’s Preferred Return through such date exceeds (b) the cumulative distributions made (or deemed made (including, without limitation, pursuant to Article 6 and Article 9)) to such Stockholder pursuant to this Agreement (including, without limitation, Article 6 and Article 9) through such date.

“**Unreturned Capital Contributions**” means, as to any Stockholder as of any date, an amount equal to (a) the aggregate Capital Contributions of such Stockholder as of such date minus (b) any distributions made (or deemed made (including, without limitation, pursuant to Article 6 and Article 9) to such Stockholder pursuant to this Agreement (including, without limitation, Article 6 and Article 9) as of such date.

“**U.S. Holder**” means a beneficial owner of Stock that is, for U.S. federal income tax purposes, (i) an individual citizen or resident of the United States, (ii) a corporation created or organized under the laws of the United States or any state thereof, (iii) an estate the income of which is subject to United States federal income tax without regard to its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or the trust has elected to be treated as a domestic trust for U.S. federal income tax purposes.

GENERAL PARTNER AGREEMENT

GENESIS GENERAL PARTNER

This **Genesis General Partner Agreement** (the “Agreement”) is by and between **Genesis Financial Group** as General Partner and **Gregory S. Barton**, and **D. James Barton** as co-partners, located at 8100 Macomb Street, Grosse Ile, Michigan 48138, regarding management of the **Genesis Fund Corporation**, a Michigan Business Corporation (the “Investment”). The parties agree to conduct the affairs of the General Partner as follows:

WHEREAS: the General Partner, Genesis Financial Group, was established in 1994 and has more than thirty (30) years of experience in both the USA and international markets with investment products like Genesis Fund Corporation’s commercial real estate assets leased to the US Federal Government. Investment offerings including both twenty-four (24) Private Placement and an Initial Public Offering on the New York Stock Exchange (NYSE) – Government Properties Trust (GPT)..

WHEREAS: the General Partner has a proven track record of sourcing, acquiring, developing and managing properties leased to U.S. Federal Government agencies, primarily through the GSA since 1994.

WHEREAS: the General Partner possesses complementary skills and experience and includes a former commissioner of the GSA’s Public Buildings Service as well as the founder and president of a company specializing in the development of build-to-suit properties for the GSA.

WHEREAS: Gregory S. Barton and D. James Barton have more than thirty (30) years of experience in both the USA and international markets with investment products like Genesis Fund Corporation’s commercial real estate assets leased to the US Federal Government with a record of success of acquired companies.

WHEREAS: the General Partner and affiliated companies are members in numerous real estate organizations, including the Federal Real Property Association (FRPA), the Federal Developer Association (FDA), the National Association of Government Contractors (NAGC). Executive Director of the General Services Administration (GSA) / Public Building Service, Official in the Executive Office of the President of the United States (Office of Management and Budget).

1. **NAME.** The name of the Michigan General Partnership is Genesis General Partner.
2. **PLACE OF BUSINESS.** The General Partner business is conducted at 8100 Macomb Street, Grosse Ile, Michigan 48138, or such other location as the partners may determine. This is the Registered Agent address of the General Partner.
3. **NATURE OF BUSINESS.** The General Partner shall manage the US GOVERNMENT INCOME REAL ESTATE INVESTMENT PORTFOLIO with Genesis Fund Corporation and perform, but not be limited to, the following:
 - A. Purchase buildings with appropriate, long term lease contracts with the United States Federal Government.
 - B. Identify geographic areas of high value in the United States
 - C. Identify and work with real estate developers and other sources of government leased real estate
 - D. Identify future government real estate developments in the United States which, if purchased, should increase the value of the Fund assets.
 - E. Search for financing alternatives for the purchase of the buildings which would provide leverage up to seventy five per cent of the value of the asset.
 - F. Implement and formalize the purchase, lease, management and eventual sale of the real estate.
 - G. Identify improvements of real estate owned by Genesis Fund Corporation with the purpose of increasing its value and its rents.
 - H. Provide potential investors the opportunity to purchase real estate owned by the owners of Genesis Financial Group, Inc.
4. **OWNERSHIP.** Ownership of the Partnership consists of three (3) units – one (1) equal unit per partner. No unit may be transferred (except to the partner's Revocable Living Trust) or pledged without the written consent of the other unit holders.
5. **INCOME AND EXPENSE.** No partner shall be compensated but may be reimbursed for partnership expenses. Any expenses of the partnership shall be the obligation of the Genesis Fund Corporation. The General Partner will cause any required tax returns to be timely filed.
6. **LIABILITY.** The General Partner nor its partners shall be liable to any third party. Its liability, if any, shall be with the Fund, which shall indemnify and hold harmless each partner and the Partnership.
7. **AMENDMENT.** This Agreement may be amended by majority written vote of the partners.

8. CONSTRUCTION. The Agreement shall be construed according to the laws of the State of Michigan.
9. TERMINATION. This Partnership Agreement may be terminated by mutual agreement of the partners. It may also terminate at the end of the calendar year in which the Fund is dissolved.

Genesis General Partner

By:

Genesis Financial Group, General Partner

Gregory S. Barton, Co-Partner and Manager

D. James Barton, Co-Partner

CERTIFICATE OF AUTHENTICITY

STATE OF MICHIGAN

COUNTY OF WAYNE

On December 31st , 2023, before me, a notary public in and for said county, personally appeared D. JAMES BARTON, who affirmed that the attached is a true copy of the original Genesis General Partner Agreement including all the original signatures, who is known to me to be the same person and one of the signors of the within instrument, who acknowledged the same to be his free act and deed.

Matthew J. Livernois, Notary Public
Wayne County, Michigan
My Commission Expires: 6/14/2027
Acting in Wayne County