

RELEASE OF CLAIMS BY EB-5 INVESTORS

1. Regardless of whether an EB5 investor opts in, opts out, or fails to express intention as to the Transaction, each and every such EB-5 Investor agrees, affirms and acknowledges that it has released, and therefore has, absolutely no claims or causes of action of any kind whatsoever against any of the Released Parties (as defined in paragraph 2) and that it will have absolutely no claims or causes of actions of any kind against any of the Released Parties upon the Closing of this Transaction, other than the defined and liquidated claims that opt-out EB5 investors will have for recovery of only part of their investment, under the terms of the Court order. Each EB-5 Investor agrees, affirms and acknowledges that its election to opt in binds him or her to all of the provisions of this Release.

2. Each and every such EB-5 Investor, on his or her own behalf and on behalf of any relatives, representatives, brokers, agents, attorneys, assigns, successors, interest holders, and all persons acting by, through, under, or in concert with such Investor, hereby releases and discharges Binjiang, Molasky, and Michael A. Grassmueck, Court-appointed receiver for Path America, LLC, Path America SnoCo, LLC, Path America Farmer's Market, LP, Path America KingCo, LLC, Path America Tower, LP, Path Tower Seattle, LP, Potala Tower Seattle, LLC, Potala Shoreline, LLC, and Potala Vilage Kirkland, LLC, and all of their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them (collectively, the "Released Parties"), from all direct, indirect, or successor claims, complaints, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, emotional distress, expenses (including attorneys' fees and costs actually incurred), and damages, of any nature whatsoever no matter how characterized, whether arising in tort, contract, equity, statute, or otherwise, whether known or unknown, choate or inchoate, liquidated or contingent, whether or not apparent or yet to be discovered, or which may hereafter develop, arising out of or relating in any way to:

- (i) any and all events, acts, or omissions of any kind whatsoever occurring prior to the Transaction date;
- (ii) the negotiation, execution, and Closing of the Transaction; or
- (iii) any potential denial of any EB-5 Investor's application for citizenship status.

Any and all claims released herein will be referred to as the "Released Claims".

3. For the avoidance of doubt, and intending no limitation to the defined term "Released Parties," each and every EB-5 Investor agrees, affirms and acknowledges that Potala Tower Seattle LLC, Path America Tower LP, Path Tower Seattle LP, and any and all successors or assigns are Released Parties

4. Notwithstanding anything to the contrary stated herein, the Released Claims do not include, and opting-out EB5 investors do not waive, claims that are made by opting-out EB5 investors

solely against the Tower LLC receivership estate for the portion of each EB5 investors' capital contribution that is not repaid in connection with the Transaction. The Released Claims also do not include, and opting-out EB5 investors do not waive, claims that are made by opting-out EB5 investors solely against the Tower LLC receivership estate for consequential damages, if and to the extent any such claims exist ("Consequential Damage Claims"), arising out of the conduct alleged in the action.

5. Each Investor intends to release the Released Parties of all known and unknown claims and therefore acknowledges and agrees that it is expressly releasing any and all rights, claims, causes of action and complaints that it knows about, as well as those they may not know about, and are expressly waiving and relinquishing any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or of any other jurisdiction including the People's Republic of China, or by any principle of common law, which is similar, comparable or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. Each Investor affirms that it has not filed with any governmental agency or court any type of claim, complaint, cause of action, or proceeding of any kind against the Released Parties, and affirms that it is unaware of any act or omission by the Released Parties that may constitute a claim or liability excluded from the release in paragraph 2 above.

7. Each Investor, on his or her own behalf and on behalf of any relatives, representatives, brokers, agents, attorneys, assigns, successors, interest holders, and all persons acting by, through, under, or in concert with such Investor, covenants and promises not to sue or institute any proceedings or actions of any manner, whether civil, criminal, statutory, administrative, or any other form, whether at law or in equity or otherwise, against the Released Parties, with respect to the Released Claims. Each Investor acknowledges that it is barred by Court Order from filing any such suit or action. Each investor covenants to immediately dismiss any such filing or action (no matter where filed) and to pay attorneys fees and costs incurred by any Released Party as a result of the breach of the covenant not to sue or of the terms of the Release.

8. This Release may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any suit, action, claim or other proceeding that may be instituted, prosecuted or attempted in breach of this Release, no matter where filed. The Release and covenant not to sue shall be governed exclusively by Washington law, as interpreted by a court within the state of Washington. Each investor consents to the continuing jurisdiction of the District Court for the Western District of Washington and if necessary the state courts of Washington, to issue any such injunction, to assess any such damages, or to otherwise enforce the bar order, release, and covenant not to sue, contained within this Transaction. Each investor promises not to seek to defeat the jurisdiction of the Washington courts on the basis of any argument including forum non conveniens, or to argue in any way that any other court has jurisdiction to hear any complaint, claim, or defense (whether in the nature of rescission, avoidance, fraud, duress, ignorance, mistake, or any other doctrine) relating to the legitimacy, enforceability, or scope of the Release, including its covenants not to sue. Each Investor will indemnify and hold harmless the Released Parties

against all losses, damages, costs and expenses, including attorneys' fees, resulting from or arising out of the breach of any promise, covenant or provision contained in this Release.

9. Each Investor hereby represents and warrants that it has not assigned, transferred or conveyed any of its claims, rights or interests relating to the Released Claims to any other person, entity or organization and that it alone has the sole and exclusive right and authority, if any, to such potential claims, rights or interests and therefore has the exclusive rights and authority to release such claims, rights or interests.

10. Each EB-5 Investor affirms and acknowledges that it understands the terms of this Release, that it has obtained or has had ample opportunity to obtain legal counsel regarding the meaning of the Transaction and the implications and scope of this Release, and that he or she has agreed to this Release voluntarily, of his or her own free will without any duress, and solely for his or her own purposes in reliance on his or her own reasons, as advised by counsel. Each investor denies relying on any oral representation or statement or on any item outside this Agreement, other than that investor's independent advisors and strategic interests.