



**U.S. Citizenship  
and Immigration  
Services**

June 8, 2011

Inland Empire Renewable Energy Regional Center, LLC  
Attn: Ching Liu  
17700 Castleton Street, Suite 488  
City of Industry, CA 91745

Application: Request for Designation as a Regional Center  
Applicant: Ching Liu, Executive Vice President

Re: Inland Empire Renewable Energy Regional Center, LLC  
RCW1031910076 (Formerly W09002750)

Pursuant to Section 610 of the Appropriations Act of 1993, as amended, on October 19, 2010, Ching Liu submitted a proposal seeking approval and designation by U.S. Citizenship and Immigration Services (USCIS) of the Inland Empire Renewable Energy Regional Center, LLC.

USCIS hereby designates Inland Empire Renewable Energy Regional Center, LLC (IERE) as a Regional Center within the Immigrant Investor Pilot Program and approves the request as described below:

**GEOGRAPHIC AREA:**

The Inland Empire Renewable Energy Regional Center, LLC shall have a geographic scope which includes the counties of Orange, Los Angeles, San Bernardino, and Riverside in the State of California.

**FOCUS OF INVESTMENT ACTIVITY:**

As depicted in the economic model, the general proposal, business plan and associated economic analysis, the Regional Center will engage in the following economic activities: Loans to 3<sup>rd</sup> party enterprises, Real Estate Construction, renovation and management, Construction and development of infrastructures, securing equipment for new and existing businesses and paying salaries for start-up businesses.

The Regional Center shall focus on offering EB-5 compliant capital investment opportunities into new commercial enterprises, in the following 8 target industry economic categories:

1. NAICS 5611 Administrative services

- |                |   |
|----------------|---|
| 2. NAICS 5614  | Business support services   |
| 3. NAICS 44-45 | Retail  |
| 4. NAICS 493   | Distribution  |
| 5. NAICS 61    | Education   |
| 6. NAICS 23    | Construction  |
| 7. NAICS 5314  | Engineering and design  |
| 8. NAICS 23    | Installation, supervision and maintenance of solar energy systems |

Note: If any investment opportunities arise that are beyond the scope of the approved industry clusters, then an amendment would be required to add that category.

Aliens seeking immigrant visas through the Immigrant Investor Pilot Program may file individual petitions with USCIS for capital investments in new commercial enterprises located within and affiliated with the approved Regional Center area.

The geographic focus of the regional center may contain an area that is ultimately determined to qualify as a Targeted Employment Area (TEA), either as a rural area or an area of high unemployment as defined in 8 CFR 204.6(e). The area must qualify as a TEA at the time of the individual alien investor's capital investment or at the time of filing of his or her Form I-526 petition. TEA determinations are part of the adjudication of the individual Form I-526 petition, not in the adjudication of regional center applications.

The minimum capital investment threshold for any EB-5 capital investment into an approved commercial enterprise throughout the regional center shall be not less than \$500,000, if the investment target is located within a TEA, or \$1,000,000 if it is located outside of a TEA. No debt arrangement will be acceptable unless it is secured by assets owned by the alien entrepreneur. A full capital investment must be made and placed at risk.

For any alien requesting the reduced threshold of \$500,000 based upon an investment in a Targeted Employment area, the alien must establish at the time of filing of the I-526 petition that either the investment will be made in a TEA designated area or was made in a TEA designated area at the time of the alien's initial investment into the enterprise.

#### **EMPLOYMENT CREATION**

Immigrant investors who file petitions for capital investments in new commercial enterprises located within and affiliated with the Regional Center area must fulfill all of the requirements set forth in INA 203(b)(5), 8 CFR 204.6, and 8 CFR 216.6, except that the petition need not show that the new commercial enterprises created ten new jobs directly as a result of the immigrant investor's investment. The determination whether the alien investor has met the job creation requirements will be established by a review of the required initial evidence at 8 CFR 204.6(j) and 8 CFR 216.6(a)(4) for the Form I-526 and Form I-829 petitions, respectively. The capital investment and job creation activities outlined in the individual petitions must fall within the bounds of the final economic analysis that is contained as part of the approved Regional Center proposal and its indirect job creation model and multipliers contained within the final approved Regional Center application package. The immigrant investor must show at the time of removal of conditions that they performed the activities described in Form I-526 petition, and the activities must be based on the approved regional center methodology for demonstrating job creation. In this case, the RIMS II methodology was used.

**Additional Guidelines for individual Immigrant Investors Visa Petition (I-526)**

Each individual petition, in order to demonstrate that it is associated with the Regional Center, in conjunction with addressing all the requirements for an individual immigrant investor petition, shall also contain as supporting evidence relating to this Regional Center designation, the following:

1. A copy of this letter, the Regional Center approval and designation.
2. A copy of the USCIS approved Regional Center narrative proposal and business plan.
3. A copy of the job creation methodology required in 8 CFR 204.6(j)(4)(iii), as contained in the final Regional Center economic analysis which has been approved by USCIS, which reflects that investment by an individual immigrant investor will create not fewer than ten (10) full-time employment positions, either directly or indirectly, per immigrant investor. If the approval of the plan for capital investments in a given industry economic cluster is based upon an exemplar capital investment project, then the immigrant investor petition must also be supported by an analysis and evidence that shows that the actual capital investment in the Form I-526 petition comports to the exemplar capital investment project approved in the regional center designation and that it is otherwise EB-5 compliant.
4. A legally executed copy of the USCIS approved:
  - a. Private Placement Memorandum (Draft submitted October 19, 2010)
  - b. Subscription Agreement; and (Draft submitted October 19, 2010)
  - c. Limited Partnership Agreement. (Draft submitted October 19, 2010)
  - d. Escrow Agreement (Draft submitted October 19, 2010)

**DESIGNEE'S RESPONSIBILITIES INHERENT IN CONDUCT OF THE REGIONAL CENTER:**

The law, as reflected in the regulations at 8 CFR 204.6(m)(6), requires that an approved Regional Center in order to maintain the validity of its approval and designation must continue to meet the statutory requirements of the Immigrant Investor Pilot Program by serving the purpose of promoting economic growth, including increased export sales (where applicable), improved regional productivity, job creation, and increased domestic capital investment. Therefore, in order for USCIS to determine whether your Regional Center is in compliance with the above cited regulation, and in order to continue to operate as a USCIS approved and designated Regional Center, your administration, oversight, and management of your Regional Center shall be such as to monitor all investment activities under the sponsorship of your Regional Center and to maintain records, data and information in order to provide the information required on the Form I-924A supplement. Form I-924A, Supplement to Form I-924 is available in the "Forms" section on the USCIS website at [www.uscis.gov](http://www.uscis.gov).

Effective November 23, 2010, the failure to timely file a Form I-924A Supplement for each fiscal years in which the regional center has been designated for participation in the Immigrant Investor Pilot Program will result in the issuance of an intent to terminate the participation of the regional center in the Pilot Program, which may ultimately result in the termination of the approval and designation of the regional center.

Note: The requirement for the filing of Form I-924A Supplement commences in fiscal year 2011. Each regional center that remains designated for participation in the pilot program as of September 30, 2011 must submit the Form I-924A Supplement with the required supporting documentation on or before December 29, 2011.

Inland Empire Renewable Energy Regional Center, LLC – RCW1031910076 (Formerly W09002750)  
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If you have any questions concerning the Regional Center approval and designation under the Immigrant Investor Pilot Program, please contact the USCIS by Email at [USCIS.ImmigrantInvestorProgram@dhs.gov](mailto:USCIS.ImmigrantInvestorProgram@dhs.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Rmelville", written in a cursive style.

Rosemary Langley Melville  
Director  
California Service Center

Cc: Linda Lau, Esq.



**CORRECTION OF TYPO—**

**PLEASE INTERFILE TO**

**Case No.: W09002750**

RCW 103191007C

**(Pending Regional Center Application,**

**Applicant: Inland Empire Renewable Energy Regional Center, LLC)**



# Global Law Group

A Professional Law Corporation

January 6, 2011

**Via FedEx (Tracking No. 7942 9702 6398)**

U.S. Citizenship and Immigration Services  
California Service Center  
Attn: EB-5 Processing Unit  
24000 Avila Road, 2<sup>nd</sup> Floor  
Laguna Niguel, CA 92677

**RE: Correction of Typo on Pending Regional Center Application**  
**Receipt No.: W09002750**  
**Applicant Name: Inland Empire Renewable Energy Regional Center, LLC**

Dear Sir or Madam,

Our office is the attorney of record in the pending regional center designation application referenced above, and our G-28 is on file with the California Service Center. A copy of our G-28 is included for your reference. Kindly note that upon reviewing a copy of the filed application, we spotted a few typographical errors, and we wish to advise you of the corrections for your reference. We are enclosing the following pages with corrections highlighted: Overall Business Plan, pp. 18 and 20; and Economic Report, p. 4.

Thank you for your understanding and assistance in this matter. Should you have any questions, please do not hesitate to contact me at [Tina@globallawgroup.net](mailto:Tina@globallawgroup.net) or (213) 830-9933.

Sincerely,

Tina Lee, Esq.

*Enclosures*

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350 S. Figueroa St., Suite 760, Los Angeles, CA 90071  
Tel: (213) 830-9933 ♦ Fax: (213) 830-9930 ♦ E-mail: [Contact@GlobalLawGroup.net](mailto:Contact@GlobalLawGroup.net)  
[www.GlobalLawGroup.net](http://www.GlobalLawGroup.net)

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Overall  
Business  
Plan,  
p. 18

utilize EB-5 capital contributed to a limited partnership to provide a loan to a Riverside County, CA that will operate as a renewable energy provider engaged in engineering and design, sales and marketing, installation, supervision and maintenance of solar energy systems, as well as the administration of related rebates, tax credits and grants.

### **2.2.1 Sample Project 2 Details**

Inland Empire RC plans to direct EB-5 capital by means of a loan into the establishment and operation of a renewable energy provider that will require (b) (4) for its energy providing activities, allocated approximately (b) (4) for the purchase of solar panels and other equipment, and approximately (b) (4) to fund the installation and related activities. The company will service both business and residential customers and will be located in Riverside County or other TEA within the regional center boundary, where all of its operations, materials, and personnel will be based. Each customer will contract with the renewable energy provider to engineer and design a solar energy system for its facility and install, supervise and maintain the system. For each customer, services would include site feasibility evaluation, funding arrangements, design and engineering of a customized solar energy system, permitting, installation of the panels, obtaining sign-offs from the utility company and local building and safety authority, administration of available rebates, tax credits and grants, and monitoring and maintenance of the system.

(b) (4)



The renewable energy provider will be engaged on an ongoing basis in the activities of designing, installing, maintaining and administering solar energy systems for a vast array of diverse customers. Initially, the renewable energy provider will advance the cost of the equipment and services required to set up and implement the solar energy systems for customers. However, expenditures will be recouped through long-term "Power Purchase Agreements" pursuant to which customers will pay energy fees to the renewable energy provider instead of the utility company. Also, the renewable energy provider will make use of federal and state tax credits and rebates as well as other incentives.

Overall  
Business  
Plan,  
p. 20

#### 2.2.4 Sample Project 2 Capitalization

As described in 2.2.1, (b) (4) will be required to fund a renewable energy provider. According to the economic report by Dr. Evans, the renewable energy will create a total of (b) (4) jobs. Assuming TEA requirements are met for a (b) (4) investment threshold per investor, this will allow for (b) (4) in EB-5 funding. It is estimated that roughly (b) (4) will come from federal and state tax credits. Not more than (b) (4) could come from additional rebates and incentives from energy companies.

The following table provides a breakdown of the estimated (b) (4) funding for the company's activities (excludes solar panel costs):

(b) (4)



#### 2.2.5 Sample Project 2 Timeline

According to the projected timeline for Sample Project 2, establishing the renewable energy provider until it is fully operational will take an estimated 2 years, as indicated below. The process will include initial permitting, licensing, and other administrative steps, the set up of business premises, purchase of equipment, and commencement of operations.

• Thus excluding construction jobs, there will be a total of (b) (4) jobs created in Phase I by the Renewable Energy Supercenter, and permanent new jobs created in Phase II by the Renewable Energy Provider total of (b) (4) new jobs. Further details are given in Table A.

• The total annual increase in output for the second year of operation is estimated to be about (b) (4) for Phase I and (b) (4) for Phase II, for a total increase in output of (b) (4). The total annual increase in earnings for the second year of operation are estimated to be about (b) (4) for Phase I and (b) (4) for Phase II, for a total increase in earnings of (b) (4).



EB-5  
D

From: Origin ID: EMTA (213) 830-9933  
Anna Baran  
Global Law Group  
350 S Figueroa St Ste 760  
Los Angeles, CA 90071



Ship Date: 06JAN11  
ActWgt: 1.0 LB  
CAD: 3464367/NET3090

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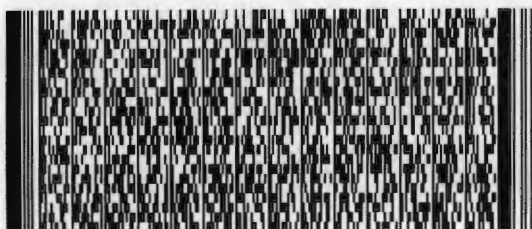
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STAMP #80

SHIP TO: (800) 375-5283 BILL SENDER  
24000 Avila Road, 2nd Floor  
USCIS, California Service Center  
PO Box 10526  
ATTN: EB -S PROCESSING UNIT  
LAGUNA NIGUEL, CA 92677

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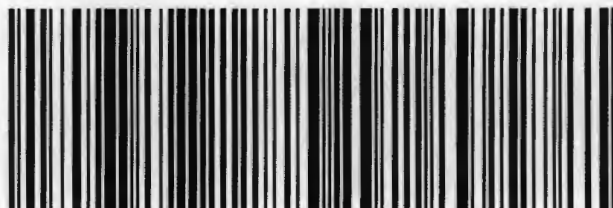


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# Global Law Group

A Professional Law Corporation

October 18, 2010

**Via FedEx (Tracking #7940 1792 3931)**

ATTN: EB-5 Regional Center Unit  
California Service Center  
U.S. Citizenship and Immigration Services  
24000 Avila Road, 2<sup>nd</sup> Floor, Room 2326  
Laguna Niguel, CA. 92677

**Initial Application  
for Designation as  
a Regional Center**

AL3100621 RECD CSC100CT19 13:12

**RE: INITIAL APPLICATION FOR DESIGNATION AS A REGIONAL CENTER**

**Proposed Regional Center: Inland Empire Renewable Energy Regional Center**

**Applicant Name: Inland Empire Renewable Energy Regional Center, LLC,  
dba Inland Empire Renewable Energy Regional Center**

Dear Sir/Madam:

Our office represents Inland Empire Renewable Energy Regional Center, LLC in connection with its request for designation of Inland Empire Renewable Energy Regional Center an EB-5 regional center pursuant to 8 CFR §204.6(m). Enclosed within this binder please find the following items pertaining to the proposed Inland Empire Renewable Energy Regional Center:

1. Form G-28 & Applicant Request Letter;
2. Letter of Support from Mayor of City of Riverside;
3. Executive Summary;
4. Overall Business Plan;
5. Operational Plan;
6. Economic Impact Analysis Report;
7. TEA Information;
8. Sample Investment Agreements; and
9. Applicant's company documents.

Thank you for your consideration of this application.

Sincerely,

Linda Lau, Esq.

Enclosures

350 S. Figueroa St., Suite 760, Los Angeles, CA 90071

Tel: (213) 830-9933 ✦ Fax: (213) 830-9930 ✦ E-mail: [contact@GlobalLawGroup.net](mailto:contact@GlobalLawGroup.net)

[www.GlobalLawGroup.net](http://www.GlobalLawGroup.net)

## LIST OF EXHIBITS

RE: Application for Designation of *Inland Empire Renewable Energy Regional Center*  
(Applicant: Inland Empire Renewable Energy Regional Center, LLC,  
*dba* Inland Empire Renewable Energy Regional Center)

1. **Form G-28 and Letter from Applicant requesting regional center designation**
2. **Letter of Support from Ronald O. Loveridge, Mayor of City of Riverside, CA**
3. **Executive Summary including summary of:**
  - Geographic area of proposed regional center, with map showing it is contiguous;
  - Targeted Employment Area information;
  - Regional center's administration, oversight, and management functions;
  - Promotional activities for regional center;
  - Due diligence screening of alien investors' lawful source of capital;
  - Industries, with NAICS Codes, that will be focus of EB-5 capital investments;
  - Economic impact analysis report and business plan;
  - Structure of ownership and control of commercial entities to receive EB-5 investor capital, including regional center's equity stake.
4. **Overall Business Plan**
5. **Operational Plan**
6. **Economic Impact Analysis Report of 2 Initial Sample Projects by Dr. Michael K. Evans**
7. **TEA Information**
  - a. High Unemployment Area Certification Letter for potential project location in City of Riverside, CA
  - b. Printouts of unemployment rates for Riverside County and Riverside City (Aug 2010)
  - c. Printout of national average unemployment rate (Sep 2010)
8. **Sample Investment Agreements**
  - a. Sample Private Offering Memorandum
  - b. Sample Subscription Agreement
  - c. Sample Escrow Agreement
  - d. Sample Limited Partnership Agreement
  - e. Sample Investor Eligibility Questionnaire
9. **Applicant's Documents**
  - a. Limited Liability Articles of Organization
  - b. Fictitious Business Name Statement for "Inland Empire Renewable Energy Regional Center"
  - c. Bank deposit verification







September 20, 2010

USCIS – California Service Center  
Attn: EB-5 Regional Center Unit  
24000 Avila Road, 2<sup>nd</sup> Floor, Room 2326  
Laguna Niguel, CA 92677

**RE: EB-5 Regional Center Designation Request**  
**Name of Proposed Regional Center: Inland Empire Renewable Energy Center**  
**Name of Applicant: Inland Empire Renewable Energy Regional Center, LLC**

To Whom It May Concern:

This letter is to confirm that Inland Empire Renewable Energy Regional Center, LLC is applying to request the designation of Inland Empire Renewable Energy Regional Center as a regional center under the Immigrant Investor Pilot Program. I am a managing member and principal of Inland Empire Renewable Energy Regional Center, LLC.

Inland Empire Renewable Energy Regional Center, LLC's regional center designation application is being submitted on our behalf by Global Law Group. Should you have any questions in regard to this matter, please contact attorneys Linda Lau or Tina Lee of Global Law Group, as per the attached Form G-28.

Thank you for your kind consideration of this matter.

Sincerely,

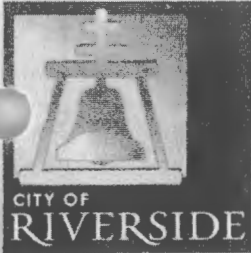
A handwritten signature in black ink, appearing to read "Ching Liu", is written over the word "Sincerely," and extends downwards across the name and title of the signatory.

Ching Liu, Executive Vice President

Enclosures

Cc: Linda Lau, Esq.  
Tina Lee, Esq.

Letter of Support



Office of the Mayor  
Diverse • Inclusive • Committed

September 20, 2010

U.S. Citizenship and Immigration Services  
California Service Center  
24000 Avila Road, Second Floor  
Laguna Niguel, CA 92677

**Letter of support for EB-5 Regional Center in Riverside, CA**

**TO WHOM IT MAY CONCERN**

I strongly support and endorse the application by the Inland Empire Renewable Energy Regional Center LLC to establish an EB-5 Regional Center in Riverside, California.

The proposed Regional Center would significantly help attract international capital and investments into projects in Riverside, creating new employment opportunities, increasing commerce, and enhancing tax revenues in a region that has been severely impacted by the recession and an unemployment rate of more than 15 percent. The Regional Center would stimulate the local economy by recruiting staff and creating much needed jobs in our community.

Focused on the renewable energy sector, the Regional Center would spur Riverside's progress towards developing a green economy. Home to innovative solar centers such as the Southern California Research Initiative in Solar Energy (SC-RISE) at the University of California Riverside and known for cutting edge sustainable energy policies, Riverside has gained recognition statewide as California's first Emerald City and as a model solar city. The City plans to develop 20MW of solar power by 2020.

The proposed application is therefore consistent with Riverside's strategic vision, goals and objectives. I strongly support it. Please contact my office (951-826-5551) if you have any questions.

Sincerely,

Ronald O. Loveridge  
Mayor







# Executive Summary

## PROFILE OF PROPOSED REGIONAL CENTER

**Regional Center: Inland Empire Renewable Energy Regional Center**

**Name:** Inland Empire Renewable Energy Regional Center, LLC  
17700 Castleton Street #488  
City of Industry, CA 91745

**Contact:** Ching Liu,  
Executive Vice President  
Inland Empire Renewable Energy, LLC

**Phone:** (626) 581-8811

**Email:**  
[ChingL@IERERegionalCenter.com](mailto:ChingL@IERERegionalCenter.com)

**Geographic Scope:** 4 contiguous counties in California--Los Angeles, Orange, Riverside, and San Bernardino

**Industries:** Activities will focus on one or more of the following:

1. Administrative services (NAICS 5611)
2. Business support services (NAICS 5614)
3. Retail (NAICS 44-45)
4. Distribution (NAICS 493)
5. Education (NAICS 61)
6. Engineering & Design (NAICS 5314)
7. Installation, supervision and maintenance of solar energy systems (NAICS 23)

**Application Type:** Initial Application for Designation as a Regional Center

**Name of Proposed Regional Center:** **Inland Empire Renewable Energy Regional Center**  
(a registered fictitious business name of Inland Empire Renewable Energy Regional Center, LLC)

**Applicant Information:** Inland Empire Renewable Energy Regional Center, LLC, dba Inland Empire Renewable Energy Regional Center, is a California Limited Liability Company organized on September 7, 2010. It is led by a team of highly experienced and accomplished professionals with extensive solar energy, private financing, and real estate investment experience. Inland Empire Renewable Energy Regional Center, LLC is submitting an EB-5 regional center proposal to the U.S. Citizenship and Immigration Services ("USCIS") requesting approval and designation of Inland Empire Renewable Energy Regional Center ("Inland Empire RC") under the EB-5 Immigrant Investor Pilot Program.



Inland Empire Renewable Energy Regional Center, LLC will be responsible for administering the operations of the regional center upon designation by USCIS. This will include identifying, evaluating, and selecting qualified projects for funding; monitoring job creation; and ensuring compliance with EB-5 program requirements.

Immigration Counsel for Inland Empire RC is Linda Lau, Esq. of Global Law Group. Ms. Lau can be reached by telephone at (213) 830-9933, ext. 108, or by cellular phone at (213) 700-4023, and by email at [Linda@globallawgroup.net](mailto:Linda@globallawgroup.net).

**Primary Point of Contact:**

Name: Ching Liu, Executive Vice President  
17700 Castleton Street #488  
City of Industry, CA 91745  
Phone: (626) 581-8811  
Email: [ChingL@IERERRegionalCenter.com](mailto:ChingL@IERERRegionalCenter.com)

**Geographic Scope:** Inland Empire RC will encompass the following 4 contiguous counties in the state of California: Los Angeles, Orange, Riverside, and San Bernardino.

**Industry Clusters and Proposed Economic Activities of Inland Empire RC:**

1. Administrative services (NAICS 5611)
2. Business support services (NAICS 5614)
3. Retail (NAICS 44-45)
4. Distribution (NAICS 493)
5. Education (NAICS 61)
6. Engineering & Design (NAICS 5314)
7. Installation, supervision and maintenance of solar energy systems (NAICS 23)

**Investment Structure:** For each capital investment project, investment capital will be contributed by individual alien investors into a limited partnership in exchange for limited partnership interests. Inland Empire Renewable Energy Regional Center, LLC will be the general partner for each limited partnership. The number of investors/limited partners in each limited partnership will be determined based on the budget for the project. Each limited partnership either will engage in a project directly (equity structure), or will provide a loan to a project (loan structure). The two structures are illustrated in the following diagrams:



## Equity Structure

(b) (4)





Under the loan structure, capital invested into the limited partnership will be directed into one or several job-creating projects by means of a loan to a project developer. Loans will be made only to viable and creditworthy targets with sufficient assets or a third-party guaranty to provide a reasonable basis for the loan. The general partner and limited partners will not be equity owners of the project but of the limited partnership that provides the loan funding.

Whether it is an equity or loan structure, the capital investments of the limited partners will be at risk.

**Investor Management Responsibilities:** Each individual investor, who will be a limited partner of the limited partnership that funds a particular capital investment project, will engage in policy formulation activities and have certain rights normally granted to limited partners under the Uniform Limited Partnership Act. Day-to-day operations will be handled by the general partner pursuant to limited partnership law.

**Minimum Investment Amount / TEA:** Under the EB-5 immigrant investor program, an alien can become eligible to obtain U.S. lawful permanent resident status by investing a minimum of either US\$1,000,000 or US\$500,000 in a new commercial enterprise in the United States. To qualify for the lower US\$500,000 investment threshold, the alien must invest his or her capital into a location that qualifies as a Targeted Employment Area ("TEA"). A TEA is defined as an area that, at the time of investment, is a rural area or an area that has experienced an unemployment rate that is at least 150 percent of the national average unemployment rate. See §203(b)(5)(B) of the Immigration and Nationality Act ("INA") and §204.6(e) of Title 8 of the Code of Federal Regulations ("8 CFR").

The initial capital investment projects of Inland Empire RC will be located in the County of Riverside in California. According to the California Employment Development Department, the County of Riverside has most recently experienced an unemployment rate of 15.3% in August 2010, which is over 150% of the most recent national average of 9.6% for September 2010 published by the Bureau of Labor Statistics (US Department of Labor). The city of Riverside experienced a 15.4% unemployment rate in August 2010. More specifically, the California Business, Transportation and Housing Agency has certified Census Tract 0304.00 within the City of Riverside in Riverside County as a high unemployment areas within the definition of TEA based on a 24.36% unemployment rate using 2009 annual data. Accordingly, if any project is located in Riverside County, Riverside City, and/or Census Tract 0304.00, it will qualify for the US\$500,000 investment threshold. For any other capital investment projects to be undertaken within the boundary of the regional center, the minimum capital investment amount per EB-5 investor will be US\$500,000 if the project is in a TEA, or US\$1,000,000 if outside of a TEA. The relevant TEA evidence will be submitted with each investor's I-526 petition.



**Sample Capital Investment Projects:** Inland Empire RC initially plans to undertake the funding of two projects, which will be referred to as “hypothetical” projects in this application because their exact locations have not yet been finalized:

1. Purchasing and renovating a currently vacant/nonoperational warehouse into a Renewable Energy Supercenter in the City of Riverside in Riverside County, CA or other TEA within the regional center boundary. Currently, it is expected that the site will be at 2080 12th Street in Riverside (Census Tract 0304.00). The Supercenter is a commercial facility that will include office space, retail space, a distribution center, and educational facilities. It will encompass a total of 165,000 square feet. This project is expected to be funded through the loan structure.
2. Establishment and operation of a renewable energy provider in Riverside County, CA or other TEA within the regional center boundary. The renewable energy provider will service both residential and commercial facilities and with respect to solar energy systems, it will be engaged in the engineering and design; sales and marketing; installation, supervision and maintenance; and the administration of federal and state tax credits and rebates available to renewable energy projects. This project is expected to be funded through the loan structure.

3080

**Job Creation:** To demonstrate the projected job creation for Inland Empire RC, an Economic Impact Analysis Report based on the RIMS II model was prepared by Dr. Michael K. Evans, an economist specializing in economic analysis for EB-5 projects, regional development, regional economics and workforce forecasting. The report projects that economic activity from the proposed projects will result in a total of (b) (4) new permanent jobs including jobs created indirectly. New permanent jobs in the context of RIMS II are calculated using total revenues estimates multiplied by the RIMS II final demand multipliers. No job from construction activity is included. Actual job creation ultimately will be proven through evidence that the estimated revenue is actually achieved by the projects. The job projections are summarized as follows:

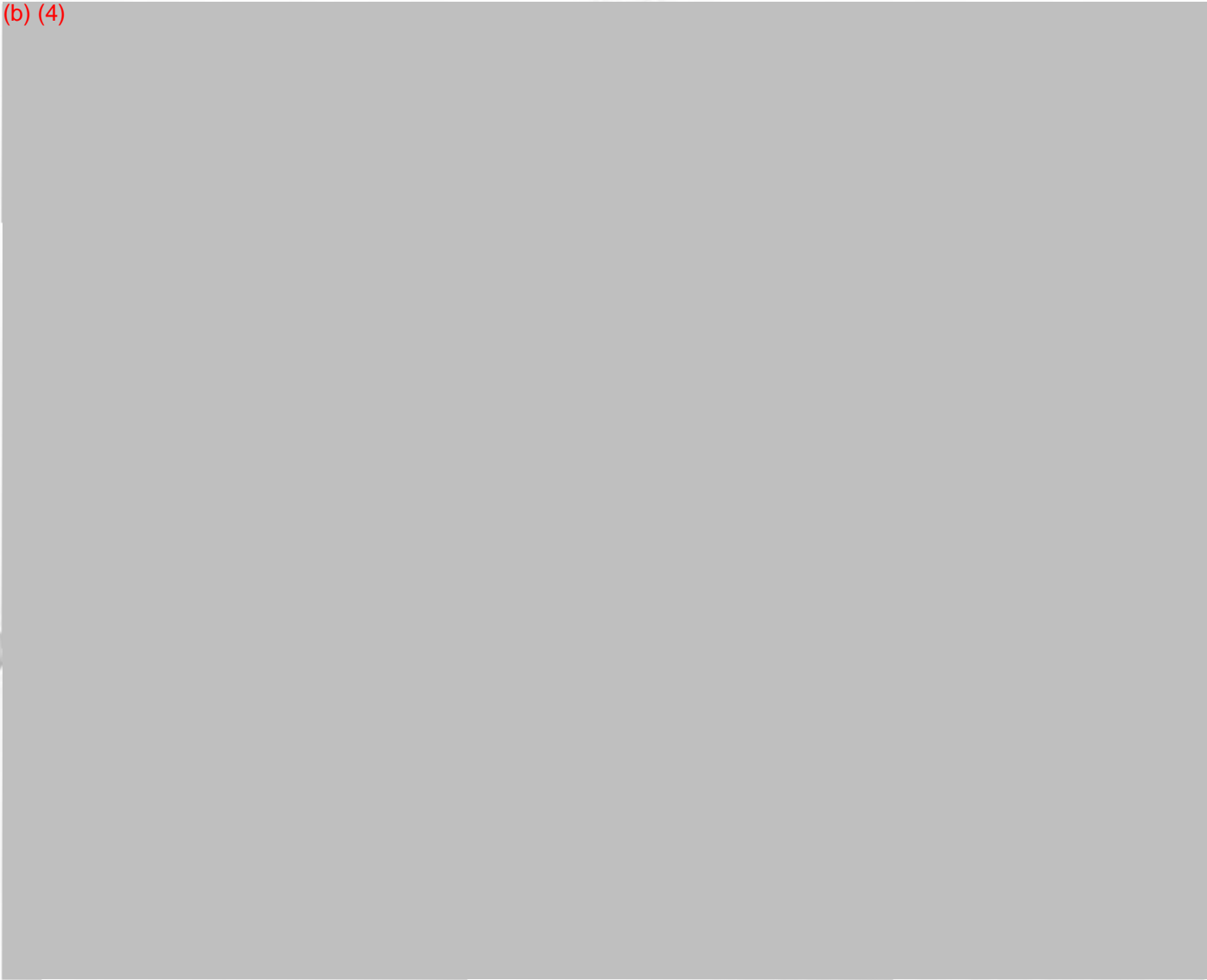
INDUSTRY, i.e. Activity/Use	NAICS CODE	SQUARE FOOTAGE	REVENUES (IN MILLIONS)	RIMS II FINAL DEMAND MULTIPLIER	TOTAL JOBS
<b>Sample Project 1: Development of Renewable Energy Supercenter (165,000 square feet)</b>					

(b) (4)





(b) (4)



**Project Funding Requirements:** Details of funding requirements for each project will be contained in project-specific business plans submitted with an individual investor's I-526 Petition.

**Promotional Efforts:** Through local promotions and the efforts of overseas agents, Inland Empire RC aims to attract alien investor capital to commercial development projects that will result in job creation and profits for investors. Inland Empire RC will recruit investors through an established personal network, and will also use agents and finders located overseas to promote its offering to potential EB-5 investors in specific countries. All marketing efforts will be reviewed for compliance with applicable securities laws prior to implementation.





**Due Diligence in Recruitment of Investors:** Inland Empire RC will conduct due diligence in the screening of the alien investors to help ensure both lawful source of capital and the alien investor's ability to fully invest the requisite amount of capital. A third party investigative or accounting/law firm will be used to evaluate investor source of funds.

**Funding for Administrative/Operational Costs of Inland Empire RC:** Inland Empire Renewable Energy Regional Center, LLC has committed approximately (b) (4) to cover the initial administrative and marketing expenses to sustain the operation of Inland Empire RC. Ongoing operational costs of Inland Empire RC will continue to be paid by Inland Empire Renewable Energy Regional Center, LLC until such time as administrative fees of at least (b) (4) are collected from each investor (separate from and in addition to their capital contributions), and as otherwise needed. Funding of Inland Empire RC's operations will be separate and distinct from funding for capital investment projects affiliated with Inland Empire RC. Further, any due diligence costs or legal fees related to each investor will be paid by each investor separately from their capital contributions.

**Sample Investment Agreements:** Sample agreements to be used in connection with investments in Inland Empire RC are included with this application. These include the Sample Private Offering Memorandum, Sample Subscription Agreement, Sample Escrow Agreement for the Capital Contribution, Sample Limited Partnership Agreement, and Sample Investor Questionnaire.

**Escrow and Release of Capital:** Capital investment contributed to a limited partnership will initially be placed into an escrow account in a United States financial institution before being released into the particular limited partnership's operational account for a project. No escrow will be used for the administrative fee, which will be available for use by Inland Empire RC immediately upon receipt. Capital invested pursuant to the EB-5 immigrant investor program will be released for operational use at the time an individual investor's I-526 immigrant investor petition has been filed with USCIS.

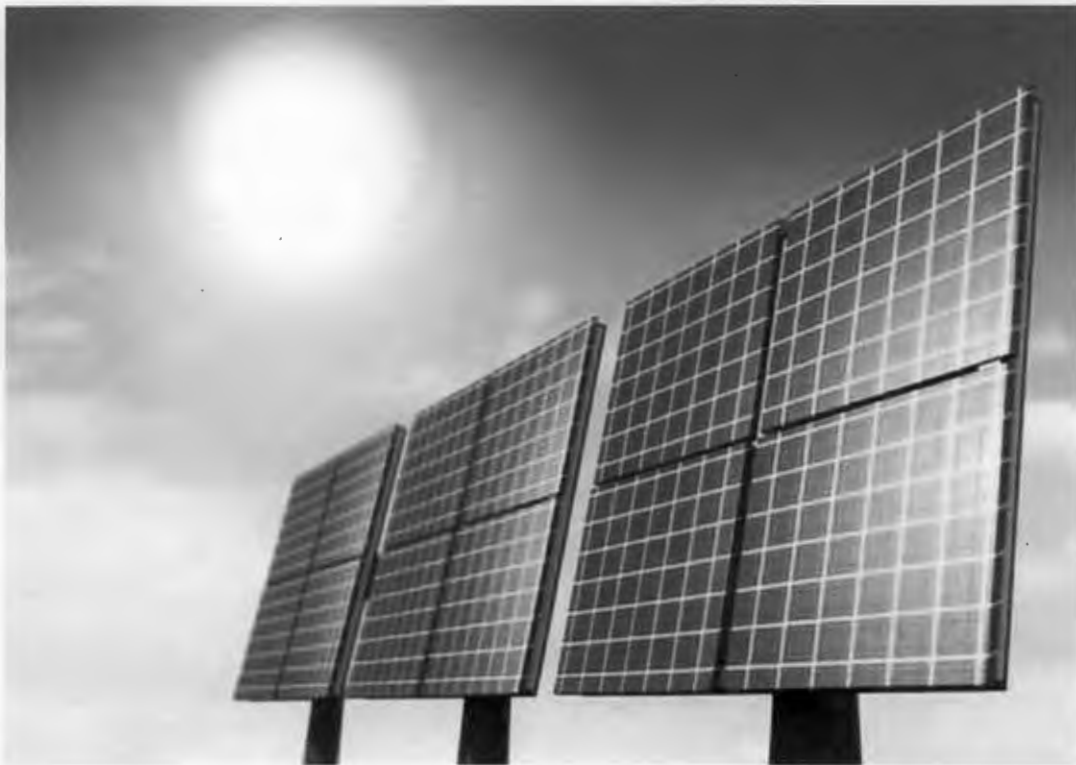
**Regional Center Administration:** Administration, management and oversight of Inland Empire RC will be handled by Inland Empire Renewable Energy Regional Center, LLC in compliance with the federal regulations set forth in 8 CFR §204.6(m)(6). Inland Empire Renewable Energy Regional Center, LLC will identify, assess and evaluate proposed capital investment projects, monitor project progress, and maintain records on projects, investors and business activities for each federal fiscal year. It will also conduct due diligence screening of alien investors as noted above. A full list of oversight and reporting responsibilities will be outlined in the approval letter for Inland Empire RC upon regional center designation by USCIS.



Inland Empire Renewable Energy Regional Center

Overall Business Plan  
Pursuant to Matter of Ho and 8 CFR §204.6(m)(3)

October 2010



Inland Empire Renewable Energy Regional Center, LLC

***Strictly Private and Confidential***

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## 1.0 REGIONAL CENTER BUSINESS OVERVIEW

### 1.1 Summary

Pursuant to the Immigrant Investor Pilot Program, Inland Empire Renewable Energy Regional Center, LLC is submitting a proposal for the designation of Inland Empire Renewable Energy Regional Center ("Inland Empire RC") as an EB-5 regional center to direct alien investor capital into renewable energy-related projects within a contiguous area comprised of Los Angeles, Orange, Riverside, and San Bernardino counties in southern California. Job-generating commercial activities within Inland Empire RC will initially focus on (1) development and operation of mixed-use commercial facilities related to solar energy, and (2) establishment and operation of full-service renewable energy providers. The mixed-use real estate projects will include both new developments and the renovation/redevelopment of distressed and vacant properties. Inland Empire RC is proposed by and is the fictitious business name of Inland Empire Renewable Energy Regional Center, LLC, the applicant.

### 1.2 Geographic Area

Los Angeles, Orange, Riverside, and San Bernardino Counties are contiguous counties in southern California. Covering a total area of 32,110 square miles, this geographic region is primarily a metropolitan area with an estimated 2009 population of 17,015,592, or 530 people per square mile. These four counties in Southern California have a rich diversity of population, workforce, and economic industries that vary by county.



#### Inland Empire Renewable Energy Regional Center's Geographic Area (in RED):

- Los Angeles County, California
- Orange County, California
- Riverside County, California
- San Bernardino County, California



## **Los Angeles County**

Los Angeles was one of the original counties in the state of California created at the time of statehood in 1850. The name Los Angeles is Spanish for the "City of Angels." Most of the population of Los Angeles County is located in the south and southwest region. It is the most populous county in the United States. The entertainment industry and two of the largest shipping ports in the U.S. coming from Long Beach and San Pedro drive much of the region's economy. According to the U.S. Census Bureau, in 2009 the estimated population was 9,848,011. Los Angeles County borders 70 miles of the Pacific Ocean. According to the U.S. Census Bureau, the county has a total area of 4,061 square miles. Its county seat is Los Angeles.

## **Orange County**

Orange County is located in southwest California, just south of Los Angeles County. It is known for its tourist attractions such as Disneyland, Knott's Berry Farm and many local beaches. Orange County is also known for its great affluence and overall political conservatism. The county population was 3,026,786 according to the 2009 estimates by the U.S. Census Bureau. There is no defined urban area in this county, but rather, it is mostly suburbanized. According to the U.S. Census Bureau, the county has a total area of 789 square miles. At 3,836 people living per square mile, Orange County is more densely populated than Los Angeles County at 2,425 per square mile. The county seat is Santa Ana.

## **Riverside County**

Riverside County is located in the southeastern part of California. Many people have been moving to Riverside from San Diego and Los Angeles Counties in recent years due to a more favorable cost of living. The county population was 2,125,440 in the 2009 estimated U.S. Census. Riverside County has 12 federally recognized Indian reservations. Geographically it is mostly desert. The majority of Joshua Tree National Park is located in Riverside County. According to the U.S. Census Bureau, the county has a total area of 7,207 square miles. The county seat is Riverside.



## **San Bernardino County**

San Bernardino is located north of Riverside County. According to the U.S. Census Bureau, the estimated population was 2,015,355. San Bernardino County is the largest county in the continental United States by area, and is larger in area than each of the nine smallest states. Located in the southeast portion of the state of California, the thinly populated deserts and mountains of this vast county stretch from the outskirts of the densely populated Riverside-San Bernardino Area to the Nevada border and the Colorado River.

### ***1.3 Target industries***

INLAND EMPIRE RC will focus on funding renewable energy-related projects encompassing one or more of the following:

1. Administrative services (NAICS 5611)
2. Business support services (NAICS 5614)
3. Retail (NAICS 44-45)
4. Distribution (NAICS 493)
5. Education (NAICS 61)
6. Construction (NAICS 23)
7. Engineering & Design (NAICS 5314)
8. Installation, supervision and maintenance of solar energy systems (NAICS 23)

### **Office Facilities (including administrative and business support service subsectors)**

Office facilities include establishments in the Administrative and Business Support Services subsectors which engage in activities that support the day-to-day operations of companies and organizations. The processes employed in this sector (e.g., general management, personnel administration, clerical activities, cleaning activities) are often integral parts of the activities of establishments found in all industries and sectors of the economy. The administrative services subsector includes green jobs based on administering and overseeing various federal and state tax credit and rebate programs available for the renewable energy sector. Business Support Services include sales and marketing jobs for the marketing and promotion of renewable energy services to both commercial and residential customers.

### **Retail Facilities**

Retail facilities provide a destination for consumers to browse, select and purchase goods according to their needs. Renewable energy-related retail facilities will specialize in supplying and selling hi-tech products and materials such as solar panel parts that are used in renewable energy systems.

### **Distribution Centers**

Distribution Centers will provide warehousing and/or storage services for inventory in addition to any logistics services related to renewable energy products. A distribution center provides jobs in these areas while they streamline delivery times of the company and transportation costs for products as they are re-distributed to retailers, wholesalers, or directly to consumers.

### **Education Facilities**

Education facilities, which fall under the educational services sector, will be used to provide instruction for renewable energy colleagues, practical training for workers, and awareness in a wide variety of subjects. Higher-level instruction will be offered for the continuing education of professionals in the renewable energy sector. This service will promote the use of renewable energy throughout the region through education and practical training.

### **Renewable Energy Systems Installation, Supervision & Maintenance**

Green jobs for the installation, maintenance and supervision of solar panels will be provided in this industry. Once built, these facilities also impact the utilities sector, which normally would include electric power, natural gas, steam supply, water supply, and sewage removal. Renewable energy provides jobs and lowers electricity costs for companies, organizations and residential homes while decreasing our dependence on foreign sources of energy.

### **Engineering and Design**

The Engineering and Design industry provides green jobs based on the engineering, designing, and permitting required for the installation of the renewable energy solar projects for residential or commercial end users. Engineers survey the residential or

commercial property, design an appropriate solar energy panel unit for the end user, and ensure all necessary state or local permitting has been obtained.

**1.4 The Inland Empire Renewable Energy Regional Center Business Strategy**

For projects, investment capital will be contributed by individual alien investors into a limited partnership in exchange for limited partnership interests, with Inland Empire Renewable Energy Regional Center, LLC being a general partner. Each limited partnership will either engage in the project directly or provide a loan to the developer or principal of the project. Please see below the two investment structures that will be utilized based on the need of each project:

**Equity Structure**

(b) (4)



## Loan Structure

(b) (4)



Under both funding models, the investment structure will always involve foreign investors making at-risk equity investments into the new commercial enterprise resulting in job creation, pursuant to EB-5 requirements.

### **1.5 EB-5 Investment Threshold—Targeted Employment Area**

Under the EB-5 immigrant investor program, an alien can become eligible for U.S. permanent resident status by investing either US\$1,000,000 or US\$500,000 in a new commercial enterprise in the United States of America. To participate in the immigrant investor program by investing US\$500,000, the capital must be invested in a qualified Targeted Employment Area ("TEA"). Section 203(b)(5)(B) of the Immigration and Nationality Act defines a TEA as an area that, at the time of investment, is a rural area or an area that has experienced an unemployment rate that is at least 150 percent of the national average unemployment rate. This may be evidenced either by the most recent publicly available unemployment data, or by a certification letter from the state agency authorized to make such certifications.

The initial capital investment projects of Inland Empire RC will be located in the County of Riverside in California. According to the California Employment Development Department, the County of Riverside has most recently experienced an unemployment rate of 15.3% in August 2010, which is over 150% of the most recent national average of 9.6% for September 2010 published by the Bureau of Labor Statistics (US Department of Labor). The city of Riverside experienced a 15.4% unemployment rate in August 2010. More specifically, the California Business, Transportation and Housing Agency has certified Census Tract 0304 within the City of Riverside in Riverside County as a high unemployment areas within the definition of TEA based on a 24.36% unemployment rate using 2009 annual data. Accordingly, if any project is located in Riverside County, Riverside City, and/or Census Tract 0304, it will qualify for the US\$500,000 investment threshold.

For any other projects within the boundary of the regional center, the minimum capital investment threshold for any individual immigrant investment into an approved commercial enterprise throughout the regional center will be US\$500,000 if the investment is made in a TEA, or US\$1,000,000 if outside of a TEA. Evidence that the proposed commercial project is in a TEA within the regional center boundary will be provided with the individual 1-526 petitions of EB-5 investors.

## ***1.6 The Inland Empire Energy Regional Center Management Team***

### **David Hsu, Chief Executive Officer**

David Hsu is the CEO of Inland Empire RC. Mr. Hsu is an entrepreneur with over 20 years of experience in sales, international business development and management in the automobile and energy industry. Previously, Mr. Hsu served as a consultant in a leading photovoltaic panel manufacturer and solar energy company. His expertise in the solar industry allows affiliation with the industry experts and reputable solar companies in the U.S. and China markets.

### **Dong Pu, President**

Dong Pu is the President of Inland Empire RC. Mr. Pu, a successful real estate investor and developer, funded his first real estate company in 2002. Since then, he has successfully developed hundreds of projects in Asia. Known as an expert in the field, Mr. Pu is credited as the Pioneer of Green Building developments. Mr. Pu received his EMBA from Fudan University in 2003.

### **Ching Liu, Executive Vice President**

Ching Liu is the Executive Vice President of Inland Empire RC, with a focus on overseeing the financing of projects and determining viability of return on investment. Ms. Liu brings with her over 20 years of experience in global private equity investments. From 1994 to 2000, she was the Vice President and Premier Banking Manager of the Asian Segment at Wells Fargo Bank. In April 2000, she became the Vice President of Wealth Management at Merrill Lynch. Ms. Liu is an expert in asset-based financing and asset management for both private investors and Asian-based institutions. Through her banking and investment expertise, she provided private clients with diverse investment portfolios utilizing money managers, mutual funds, and hedge funds. Ms. Liu has extensive experience in U.S. Non-Resident Alien investment vehicles and has worked with high net worth Asian clients with complex NRA taxation issues.

### **Simon Yuan, Chief Financial Officer**

Simon Yuan is the CFO of Inland Empire RC. Mr. Yuan is a CPA and his professional experience encompasses over fifteen years of public accounting. Mr. Yuan received his M.A. in accounting from Ohio State University in 1982. His areas of expertise include a



broad range of business accounting and auditing. Mr. Yuan was employed by Wells Fargo Bank as a Senior Internet Auditor, the State of California as a Tax Auditor, and Moore Stephens (top eight international accounting firm) as a Supervising Senior Auditor. He held the position of President in 1998 and is the current Director of Sino-American Certified Public Accountant's Association.

### **Alicia Lim, Project Manager**

Alicia Lim is the Project Manager of Inland Empire RC. Ms. Lim has extensive experience in the legal and immigration arena. From October 1998 to February 2002, she was the Branch Manager at N.O.S Communications. In 1994, Ms. Lim was the marketing manager at Naturetop Marketing. She received her degree in Business Administration at Colorado Technical University.

### ***1.7 Economic Analysis Expert***

#### **Michael Evans, Ph.D.**

Dr. Michael Evans is the Chairman of Evans, Carroll & Associates (formerly Evans Economics), which has been providing economic forecasting and consulting to clients since 1981. The firm, based in Boca Raton, Florida, specializes in economic analysis for EB-5 programs, economic impact studies of development projects and new construction, models of state and local tax receipts, impact of current and proposed government legislation, and construction of econometric models for individual industries and companies. As Chief Economist for the American Economics Group from 2000 to the present, Dr. Evans has also built a comprehensive state modeling system that provides economic analysis for a variety of consulting projects. Previously Dr. Evans was founder and president of Chase Econometric Associates (1970-1980), and served as Clinical Professor of Economics at Kellogg Graduate School of Management, Northwestern University (1996-99) and Assistant and Associate Professor of Economics, Wharton School, University of Pennsylvania (1964-69). Dr. Evans holds a Ph. D. in Economics from Brown University.



### ***1.8 Architect***

#### **Robert Liu, Chief Engineer and Architect**

Robert Liu manages the design and construction divisions. He works directly with owners, contractors, and city officials to obtain permit and oversee all construction phases. With licenses in architecture, construction and real estate, his vast experience ranges from designing single retail building to 90,000 building renovation for Los Angeles County GAIN office. He is a licensed architect in various states, and a graduate from the College of Architecture and Environmental Design, Cal Poly Pomona, and is currently a member of NCARB.

### ***1.9 Immigration Counsel***

#### **Linda Lau, Esq.**

Linda Lau is an attorney licensed in California with over twenty-two years of experience handling business immigration matters. Ms. Lau and her Los Angeles based firm provides legal representation to domestic and international clients. Ms. Lau also has extensive experience advising companies and individuals on the development of significant immigrant investor (EB-5) projects. She holds a B.A. degree from the University of California at Berkeley and an M.S.W. degree from University of Michigan, Ann Arbor. She received her J.D. degree from the UCLA School of Law. Ms. Lau is also admitted as a solicitor of England and Wales.

### ***1.10 Corporate Counsel***

#### **Jor Law, Esq.**

Jor Law practices corporate and business transactional law in Los Angeles and is a founding shareholder of Homeier & Law, P.C. Mr. Law has represented a broad variety of clients, both domestically and internationally, from Fortune 100 companies to startup businesses and entrepreneurs in a wide range of industries, including financial services, entertainment, aviation, food and beverage, manufacturing, retail, and technology. In addition to counseling companies with structuring, formation, and ongoing corporate issues, Mr. Law's practice includes finance, secured and unsecured lending, mergers and acquisitions, licensing, securities, angel and venture capital financing, technology, e-commerce, and other general transactions. Mr. Law received his J.D. from Columbia University's School of Law in 2001 and his B.A. in Rhetoric from The University of California, Berkeley in 1998. Mr. Law is a member of the State Bar of California and the State Bar of New York.

### **1.11 Banking Institution and Escrow Account**

Capital received from alien investors will be held in an escrow account with a reputable bank, subject to release according to the terms of the Escrow Agreement. In summary, funds will be held in an escrow account to be released on filing of the alien investor's I-526 as evidenced by the Form-I-797 Notice of Receipt issued by USCIS.

A reputable financial institution will be used to hold escrowed funds. An independent escrow company such as NES Financial or East West Bank or other reputable escrow service provider will be used to hold EB-5 investor funds in escrow for each project according to the terms of the Escrow Agreement.

## **2.0 INITIALLY PROPOSED SAMPLE PROJECTS**

Initially, the proposed Inland Empire RC has plans to fund two sample projects. The first planned project is the development of an (b) (4) Renewable Energy Supercenter within the City of Riverside. The second planned project is the establishment and operation of a (b) (4) solar energy provider project that will be based in Riverside County and service the entire regional center area. For purposes of this application, the two projects are also referred to as "hypothetical" sample projects since their locations have not yet been finalized.

### **2.1 Sample Project 1 Overview: Renewable Energy Supercenter**

The Inland Empire RC plans to fund the development and management of a "Renewable Energy Supercenter," which will be a mixed-use commercial facility with office, retail, distribution and education uses related to renewable energy. EB-5 capital will be invested in a limited partnership of which Inland Empire RC is the general partner and foreign investors will become limited partners. The limited partnership will use the capital to provide a loan to the developer of the facility for the purchase and renovation of a vacant/non-operational warehouse space to be converted it into the Renewable Energy Supercenter, as well as for operations of the facility.

### 2.1.1 Sample Project 1 Details

Inland Empire RC plans to direct EB-5 capital into the purchase and renovation of a vacant/non operational warehouse space in the City of Riverside, CA or other TEA within the regional center boundary that will be converted it into a Renewable Energy Supercenter, as well as the operations of the facility. Currently, it is expected that the site will be at 2080 12th Street in Riverside (Census Tract 0304.00). Part of the loan will be for the development which is expected to cost a total of (b) (4)

The rest of the loan will be a business loan for use in the operations of the facility. The planned facility will have 165,000 square feet of usable space, divided as follows: 50,000 square feet for office space, 50,000 square feet for retail space, 50,000 square feet for a distribution center, and 15,000 square feet for education facilities.

(b) (4)

### 2.1.2 Sample Project 1 Specifications

Industry Clusters:	Office Facility, Retail Facility, Distribution Center, and Education Facility
Sample Project:	Use EB-5 loan for the purchase and renovation of vacant warehouse to be converted into new Renewable Energy Supercenter, and for operations of the facility
Sample Project Location:	City of Riverside, California, located in Riverside County, or other TEA within the regional center boundary



Sample Project Building Area:	1 building totaling 165,000 sq. ft. Including a retail total of 50,000 sq. ft., office total of 50,000 sq. ft., distribution center total of 50,000 sq. ft., and education facility total 15,000 sq. ft.
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### 2.1.3 Market Analysis of Riverside Area

Riverside is a city in Riverside County, California, United States, and the county seat of the eponymous county. Named for its location beside the Santa Ana River, it is the largest city in the Riverside-San Bernardino-Ontario metropolitan area of Southern California, 4th largest inland California city after Fresno, Sacramento, and Bakersfield, and is located approximately 60 miles east of Los Angeles. Riverside is the 61st most populous city in the United States and 12th most populous city in California. As of 2009, Riverside had an estimated population of 300,430. The city spans 78 square miles. According to the Census Bureau 83.5% of the workforce lives in Riverside County. Riverside area is known as the having above average level of air pollution. The city has made efforts to reduce pollution which also led to environmentally friendly efforts specifically housing, transportation, noise, seismic safety, natural resources, Riverside is an ideal location for a renewable energy store development to take place and increase its economic stability.

### 2.1.4 Sample Project 1 Capitalization

It is projected that (b) (4) will be required to fund the development of the Renewable Energy Supercenter: the proposed retail, office, distribution center, and educational facility in Riverside, California all related to renewable energy. In addition, up to (b) (4) in additional funds will be a business loan used to fund the operations of the facility.

The following tables provide a breakdown of estimated costs for the Renewable Energy Supercenter.

	<b>Total Sq Ft:</b>	<b>165,000</b>
(b) (4)		

(b) (4)

As with all development projects to be undertaken within Inland Empire RC, the Renewable Energy Supercenter will be fully capitalized through a combination of EB-5 loans, construction loans or other sources.

### 2.1.5 Sample Project 1 Timeline

According to the projected timeline for Sample Project 1, the proposed Renewable Energy Supercenter will be completed in approximately 2 years commencing with a 9-month Administrative Phase, which includes purchase of the building, design and engineering of the new space, permitting, and securing of service contracts to perform the renovation work. Another 6 months are estimated for exterior building renovation, 6 months for interior construction, and 6 months for close-out of the developer's responsibilities and delivery of premises to tenants. Pre-leasing and leasing will be concurrent with construction. Operations activities are projected to commence in the final quarter of year 2.

	Year 1				Year 2			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Admin Phase								
Exterior Bldg renovation								
Interior Bldg renovation								
Close out/Delivery								
Operational Activities								

## 2.2 Sample Project 2 Overview: Full-Service Renewable Energy Provider

In addition to funding the development of renewable energy-related facilities such as the Renewable Energy Supercenter planned for the City of Riverside or other TEA within the regional center boundary, Inland Empire RC also plans to fund the establishment and operation of full-service renewable energy providers that will service commercial and residential customers. For its second sample hypothetical project, Inland Empire RC will

utilize EB-5 capital contributed to a limited partnership to provide a loan to a company in Riverside County, CA that will operate as a renewable energy provider engaged in the engineering and design, sales and marketing, installation, supervision and maintenance of solar energy systems, as well as the administration of related rebates, tax credits, etc.

### **2.2.1 Sample Project 2 Details**

Inland Empire RC plans to direct EB-5 capital by means of a loan into the establishment and operation of a renewable energy provider that will require (b) (4) for its energy providing activities, allocated approximately (b) (4) for the purchase of solar panels and other equipment, and approximately (b) (4) to fund the installation and related activities. The company will service both business and residential customers and will be located in Riverside County or other TEA within the regional center boundary, where all of its operations, materials, and personnel will be based. Each customer will contract with the renewable energy provider to engineer and design a solar energy system for its facility and install, supervise and maintain the system. For each customer, services would include site feasibility evaluation, funding arrangements, design and engineering of a customized solar energy system, permitting, installation of the panels, obtaining sign-offs from the utility company and local building and safety authority, administration of available rebates, tax credits and grants, and monitoring and maintenance of the system.

(b) (4)



The renewable energy provider will be engaged on an ongoing basis in the activities of designing, installing, maintaining and administrating solar energy systems for a vast array of diverse customers. Initially, the renewable energy provider will advance the cost of the equipment and services required to set up and implement the solar energy systems for customers. However, expenditures will be recouped through long-term "Power Purchase Agreements" pursuant to which customers will pay energy fees to the renewable energy provider instead of the utility company. Also, the renewable energy provider will make use of federal and state tax credits and rebates as well as other incentives.



For commercial customers: The Business Energy Investment Tax Credit started on January 01, 2009 and ends December 31, 2016. Business will qualify for a full 30% federal tax credit on the purchase price of their grid-tied photovoltaic system as well as a depreciation incentive. In addition, businesses in service areas of utility companies that offer rebates will benefit from a rebate incentive as well.

For residential customers: Most homeowners will qualify for a federal tax credit which comes in the form of a personal tax credit. With the advent of the American Recovery and Reinvestment Act, most homeowners starting January 01, 2009 to December 31, 2016 will qualify for a full 30% tax credit on the purchase price of their grid-tied solar systems. In addition to the federal tax credit, homeowners in service areas of utility companies that offer rebates will benefit from a rebate incentive, which in most cases, covers about 20% of the system cost.

### **2.2.2 Sample Project 2 Specifications**

<b>Industry Clusters:</b>	Engineering & Design, Sales & Marketing, Installation, Supervision & Maintenance, Administrative services
<b>Sample Project:</b>	Use EB-5 loan for establishment and operation of a renewable energy provider that will design, install, maintain and administrate solar energy systems for commercial and residential customers
<b>Sample Project Location:</b>	Riverside County, California or other TEA within the regional center boundary

### **2.2.3 Market Analysis of Riverside Area**

See Section 2.1.3



## 2.2.4 Sample Project 2 Capitalization

As described in 2.2.1, (b) (4) will be required to fund a renewable energy provider. According to the economic report by Dr. Evans, the renewable energy provider will create a total of (b) (4). Assuming TEA requirements are met for a (b) (4) investment threshold per investor, this will allow for (b) (4) in EB-5 funding. It is estimated that roughly (b) (4) will come from federal and state tax credits. Not more than (b) (4) could come from additional rebates and incentives from energy companies.

The following table provides a breakdown of the estimated (b) (4) funding for the company's activities (excludes solar panel costs):

(b) (4)



## 2.2.5 Sample Project 2 Timeline

According to the projected timeline for Sample Project 2, establishing the renewable energy provider until it is fully operational will take an estimated 2 years, as indicated below. The process will include initial permitting, licensing, and other administrative steps, the set up of business premises, purchase of equipment, and commencement of operations.

	Year 1				Year 2			
Admin (permitting, etc)								
Set up office & business premises								
Procure equipment (office equip, solar panels, etc)								
Fully operational								

### 3.0 REGIONAL CENTER MARKET ANALYSIS

#### 3.1 Regional Overview

Inland Empire RC proposes to encompass the 4 contiguous southern California counties of Los Angeles, Orange, Riverside and San Bernardino.

Regional Area Profile	RC Counties	California State
Land Area (square miles)	32,110	155,959
Population (2009 estimate)	17,015,592	36,961,664
Population % change 2000-2009	+10.0%	+9.1%
Population Density (per square mile)	530	237

(Source: U.S. Census Bureau)

#### 3.2 Market Overview: Regional Challenges and Strengths

##### Regional Challenges

The proposed regional center's geographic scope covers mostly a developed area with many cities and large populations. Because much of Southern California is already developed, this poses a challenge because of the abundance in competition. In addition, the nation is in a recession, so this could be reason for a slow initial start to the project ramp-up time within the regional center and lack of awareness for renewable energy resources. There is also increased competition from the many firms that have turned their focus to green energy products thanks to the government tax credits available at this time.

##### Regional Strengths

The region makes up nearly half of the population of California, which creates an available workforce for the various projects that will be proposed to bring many jobs into the region. The proposed city for the regional center with office space, retail space, distribution, and educational facilities will help regional productivity and create awareness of renewable energy solutions for businesses and residences. With modern

telecommunications systems, fast highways, and a mix of large and small airports the region is well connected to larger markets and is attracting even more industrial businesses. The need for renewable energy opportunities is growing vastly in Southern California. According the economic report by Dr. Evans, California has enormous, although largely untapped solar resources. The state is also a leader in solar development and green energy.

**3.3 Overview: Commercial Real Estate and Renewable Energy Market Size Within the Proposed Regional Center**

In order to evaluate the current size of the market for commercial real estate and renewable energy within the proposed regional center, data was collected from the U.S. Census Bureau. The reports were created from data available from their website at: <http://factfinder.census.gov>. The 2007 set of data is the latest set of economic data available that is broken out by the NAICS codes. Each proposed industry is analyzed below.

**Office Facilities**

To identify the Office Development section, we took the NAICS codes used by the Census Bureau for Office services (code 561). In 2007, revenue for the office establishments in the geographic boundary of the proposed regional center amounted to just under US \$32 billion by 18,832 employer establishments. This gives an annual revenue of \$1.69 million per establishment in the Administrative and Support Services industry.

	2007 Office Services Establishments	2007 Office Services Employer Sales (\$MM)
Riverside County	1,984	\$2,123
Orange County	4,685	\$10,406
San Bernardino County	1,578	\$2,486
Los Angeles County	10,585	\$16,852
<b>Regional Center Total</b>	<b>18,832</b>	<b>\$31,867</b>

Source: U.S. Census Bureau (<http://factfinder.census.gov>)

## Retail Facilities

In conjunction with the NAICS codes used by the Census Bureau, the Retail Trade codes (44 and 45) are combined with a number of Retailers and their associated Sales figures \$US millions. In 2007, retail sales revenue in the geographic boundary of the proposed regional center amounted to just under US\$210 billion by 50,508 employer establishments. This averages almost \$4.2 million in annual revenue per retail establishment.

	2007 Retail Employer Establishments	2007 Retail Employer Sales in (\$MM)
Riverside County	5,320	\$24,146
Orange County	9,991	\$45,023
San Bernardino County	5,018	\$21,717
Los Angeles County	30,179	\$119,112
<b>Regional Center Total</b>	<b>50,508</b>	<b>\$209,998</b>

Source: U.S. Census Bureau (<http://factfinder.census.gov>)

## Distribution Centers

To identify the Distribution Center Facility Development section, we took the NAICS (code 493) used by the Census Bureau. County level data was unavailable with the U.S. Census Bureau, so alternative data is listed. In 2007, there were 1,690 Distribution Center establishments in the State of California producing \$3.5 billion in revenue and creating \$3.3 billion in payroll. The Los Angeles-Long Beach-Santa Ana Metropolitan Statistical Area contained 603 establishments, producing \$1.6 billion in revenue and \$1.0 billion in payroll. The Riverside-San Bernardino-Ontario Metropolitan Statistical Area contained 320 establishments and produced \$783 million in revenue and \$807 million in revenue. Because a distribution center is tied to other industries, most of the revenue gets passed through to payroll.

## Education Facilities

To identify the Education Center Facility Development section, we took the NAICS (code 61) used by the Census Bureau. In 2007, revenue for the Education Facility establishments in the geographic boundary of the proposed regional center amounted to over US \$2.8 billion by 3,593 employer establishments. This gives an average of \$791k in annual revenue per education facility establishment within the regional center.

	2007 Education Facility Services Establishments	2007 Education Facility Services Employer Sales (\$MM)
Riverside County	276	\$101
Orange County	848	\$662
San Bernardino County	243	\$260
Los Angeles County	2,226	\$1,821
<b>Regional Center Total</b>	<b>3,593</b>	<b>\$2,844</b>

Source: U.S. Census Bureau (<http://factfinder.census.gov>)

## Renewable Energy Services

For the Renewable Energy Funding Center section, we took the NAICS (code 22), used by the U.S. Census Bureau. However, County level information was unavailable. The State of California contains 1,145 establishments that produced \$5.4 billion in payroll (not revenue) in 2007. The Los Angeles-Long Beach-Santa Ana Metropolitan Statistical Area had 334 of those establishments with \$1.8 billion in payroll. Meanwhile, the Riverside-San Bernardino-Ontario Metropolitan Statistical Area had 139 establishments with \$384 million (\$0.4 billion) in payroll. Together, this represents roughly 40% of the state's energy industry establishments and payroll dollars in the proposed regional center area.

### **3.4 Los Angeles County**

#### **Profile:**

Land Area (square miles):	4,061
Population (2009 estimate):	9,848,011
Population % change 2000-2009:	3.5%
Median Household Income (2008):	\$55,452
County Seat:	Los Angeles

#### **Office Industry:**

Revenue from Administrative Offices amounted to over US \$16.9 billion from 10,585 establishments in 2007.

#### **Retail Trade Industry:**

Retail sales amounted to nearly US \$119 billion from 30,179 establishments in 2007.

#### **Distribution Center Industry:**

Cannot be determined by County from U.S. Census Bureau, but is broken out by Metropolitan Statistical Area in Section 2.3.

#### **Education Facilities Industry:**

Education Establishment amounted to over US \$1.8 billion from 2,226 establishments in 2007.

#### **Renewable Energy Industry:**

Cannot be determined by County from U.S. Census Bureau, but is broken out by Metropolitan Statistical Area in Section 2.3.

### **3.5 Orange County**

#### **Profile:**

Land Area (square miles):	789
Population (2009 estimate):	3,000,000
Population % change 2000-2009:	6.3%



Median Household Income (2008): \$74,862  
County Seat: Santa Ana

**Office Industry:**

Revenue from Administrative Offices amounted to over US \$10.4 billion from 4,685 establishments in 2007.

**Retail Trade Industry:**

Retail sales amounted to nearly US \$45 billion from 9,991 establishments in 2007.

**Distribution Center Industry:**

Cannot be determined by County from U.S. Census Bureau, but is broken out by Metropolitan Statistical Area in Section 2.3.

**Education Facilities Industry:**

Education Establishment amounted to over US \$662 million from 848 establishments in 2007.

**Renewable Energy Manufacturing Industry:**

Cannot be determined by County from U.S. Census Bureau, but is broken out by Metropolitan Statistical Area in Section 2.3.

**3.6 Riverside County**

**Profile:**

Land Area (square miles): 7,207  
Population (2009 estimate): 2,125,440  
Population % change 2000-2009: 37.5%  
Median Household Income (2008): \$57,590  
County Seat: Riverside

**Office Industry:**

Revenue from Administrative Offices amounted to over US \$2.1 billion from 1,984 establishments in 2007.



**Retail Trade Industry:**

Retail sales amounted to nearly US \$24.1 billion from 5,320 establishments in 2007.

**Distribution Center Industry:**

Cannot be determined by County from U.S. Census Bureau, but is broken out by Metropolitan Statistical Area in Section 2.3.

**Education Facilities Industry:**

Education Facilities amounted to over US \$101 million in revenue from 276 establishments in 2007.

**Renewable Energy Manufacturing Industry:**

Cannot be determined by County from U.S. Census Bureau, but is broken out by Metropolitan Statistical Area in Section 2.3.

**3.7 San Bernardino County**

**Profile:**

Land Area (square miles):	20,053
Population (2009 estimate):	2,000,000
Population % change 2000-2009:	18.0%
Median Household Income (2008):	\$54,768
County Seat:	San Bernardino

**Office Industry:**

Revenue from Administrative Offices amounted to over US \$2.5 billion in revenue from 1,578 establishments in 2007.

**Retail Trade Industry:**

Retail sales amounted to nearly US \$21.7 billion from 5,018 establishments in 2007.

**Distribution Center Industry:**

Cannot be determined by County from U.S. Census Bureau, but is broken out by Metropolitan Statistical Area in Section 2.3.

**Education Facilities industry:**

**Education Facilities Industry:**

Education Facilities amounted to over US \$260 million in revenue from 243 establishments in 2007.

**Renewable Energy Industry:**

Cannot be determined by County from U.S. Census Bureau, but is broken out by Metropolitan Statistical Area in Section 2.3.

***3.8 Regional Center Market Analysis***

**Regional Center Market Strategy**

Based on careful market analysis of the targeted region and various industries, Inland Empire RC investments will specifically focus on real estate commercial development and solar projects in developing areas with strong potential of renewable energy development. These projects meet unmet demands within the region's local economy and bring new business and many jobs to these areas. The regional center will create demand for business services including, professional services, and business services and support services.

**Creation of New Jobs for the Community**

The mixed-use nature of the proposed Renewable Energy Supercenter project means that it will create a significant number of employment opportunities for the residents of Riverside, both during and after completion of construction. There will be a broad range of occupational opportunities available from the demand of business services, utilities, maintenance and repair, and new supplier and vendor relationships.

Inland Empire RC will establish strategic alliances with economic development centers, colleges and other service providers to identify job opportunities and recruit local residents into job training programs designed to qualify participants for the jobs that the project will create. Hundreds of permanent jobs are forecast to be created based on the proposed retail, office, distribution center, education facility and renewable energy manufacturing in the plan to be built.

## **4.0 JOB CREATION AND OTHER ECONOMIC IMPACTS**

### ***4.1 Summary***

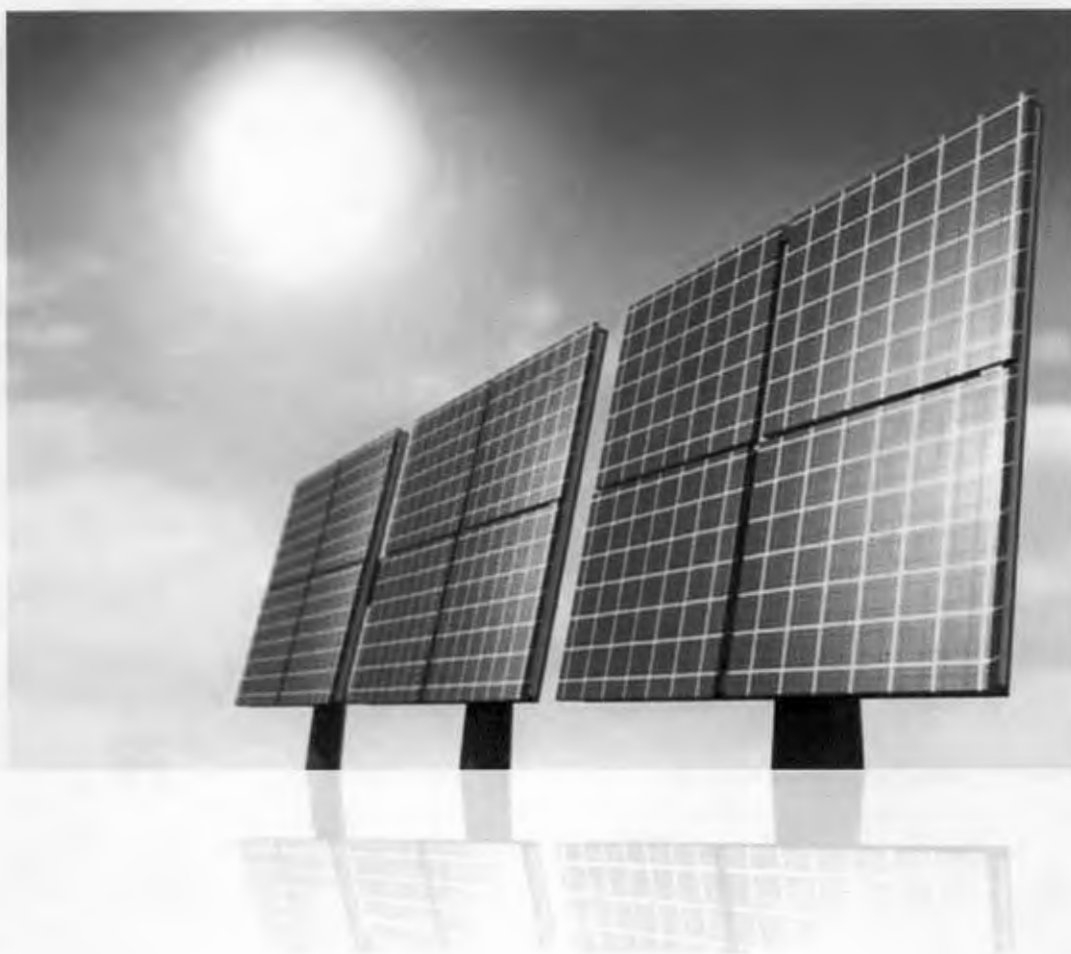
Projects within Inland Empire RC will create many new jobs in and around the project sites throughout the proposed 4-county geographic scope. As additional projects in the target industries are undertaken within Inland Empire RC, the job creation impacts will increase beyond the numbers projected in the Inland Empire RC Economic Impact Analysis Report, which was based only on the two initial sample hypothetical projects. A detailed discussion of the job creation and regional economic impacts of Inland Empire RC is contained in the Economic Impact Analysis Report included with this application.

Operational Plan

Inland Empire Renewable Energy Regional Center

Operational Plan  
**Pursuant to 8 CFR §204.6(m)(3)**

October 2010



Inland Empire Renewable Energy Regional Center, LLC

*Strictly Private and Confidential*

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# 1.0 REGIONAL CENTER OVERVIEW

## 1.1 BUSINESS SUMMARY

**PROPOSED REGIONAL CENTER** Inland Empire Renewable Energy Regional Center

**REGIONAL CENTER APPLICANT** Inland Empire Renewable Energy Regional Center, LLC

**GEOGRAPHIC SCOPE** Contiguous counties of Los Angeles County, Orange County, Riverside County and San Bernardino County in the state of California

**TARGETED INDUSTRIES** Activities within Inland Empire Renewable Energy Regional Center will focus on the following industry clusters:

1. Administrative services (NAICS 5611)
2. Business support services (NAICS 5614)
3. Retail (NAICS 44-45)
4. Distribution (NAICS 61)
5. Education (NAICS 61)
6. Engineering & Design (NAICS 5314)
7. Installation, Supervision and Maintenance of solar energy systems (NAICS 23)

For further detail regarding the planned activities of Inland Empire Renewable Energy Regional Center within the targeted industries, please refer to the overall business plan and economic impact analysis.

**INVESTMENT STRUCTURE** Projects within Inland Empire Renewable Energy Regional Center will be funded through various limited partnerships (i.e. EB-5 new commercial enterprises) of which Applicant will be a general partner and foreign investors investing pursuant to the EB-5 program will be limited partners. Depending on the type of project, capital contributions of limited partners will be provided by



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the limited partnership to a project according to either an equity structure or loan structure.

## **PROJECT FUNDING**

It is expected that some of the projects will be 100% funded through EB-5 investment, while others will depend heavily on subsidies, rebates and financial incentives to lower the cost of the project. In addition, domestic investment or other loans can be obtained by a project as needed to cover any gap between those amounts. Applicant will be responsible for ensuring that all necessary funds for total project completion are in place prior to funding its commitments. This will be true whether EB-5 funding follows the equity or loan structure.

## **1.2 OPERATIONS SUMMARY**

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### **ADMINISTRATIVE OVERSIGHT**

Applicant will be responsible for the administration of all regional center operations, including marketing, project selection and oversight, investor recruitment, and record-keeping.

### **DUE DILIGENCE**

Applicant will actively participate in due diligence screening of potential investors through the use of third party investigative or accounting firms, and will keep records of all investors and investments. Independent consultants will be retained to provide due diligence on all projects receiving EB-5 capital investment. Applicant will also provide annual reports as required by USCIS.

### **MARKETING STRATEGY**

Inland Empire Renewable Energy Regional Center will be promoted to investors with a strategy focusing on investors from Asia. Marketing activities will include web promotion, seminars, and cooperation with agents abroad, among others.

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**FUNDING FOR OPERATIONS**

Funding for regional center operations will be separate from funding for projects. Applicant will be responsible for operations funding, and has committed

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collected from each investor in addition to the capital investment amount, as well as Inland Empire Renewable Energy Regional Center, LLC.

**POINT OF CONTACT**

Ching Liu  
Executive Vice President  
Inland Empire Renewable Energy Regional Center, LLC  
17700 Castleton Street #488  
City of Industry, CA 91745  
ChingL@IRERegionalCenter.com  
Tel: 626-581-8811

Upon designation of Inland Empire Renewable Energy Regional Center by USCIS, Applicant will be responsible for overseeing and monitoring all regional center operations for EB-5 program compliance so that its designation is maintained. Applicant will keep records, data and information related to all investors as well as the investments, the projects involved, and the movement of funds to and from each limited partnership established within Inland Empire Renewable Energy Regional Center. In addition, Applicant will compile specific reports as requested by USCIS on an annual basis.

## **2.0 ADMINISTRATIVE OVERSIGHT**

### **2.1 RECORD-KEEPING AND REPORTING**

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Applicant will be responsible for all record-keeping and will create a database to categorize and track projects, investors, and business activities. These records will be collected, maintained and tracked to provide USCIS with the most up-to-date

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information available as well as provide annual reports. All records relating to investors and project funding will be kept in the strictest confidence at Applicant's office.

Investors will receive project status updates regularly and at any time in between if requested. Inland Empire Renewable Energy Regional Center information will be kept separate from any other business records and will be considered strictly proprietary and confidential. Specifically, Applicant will keep track of the following report information and be prepared to give reports to USCIS by Federal Fiscal Year:

1. *Aggregate EB-5 capital investment, aggregate direct and indirect job creation, and (for "troubled businesses") aggregate jobs maintained for projects that have been the focus of EB-5 capital investments sponsored through the regional center*
2. *Each industry that has been the focus of EB-5 capital investments sponsored through the Regional Center, the NAICS code for the industry category, and aggregate EB-5 capital investment, aggregate direct and indirect job creation, and aggregate jobs maintained by industry*
3. *For each job creating commercial enterprise located within the geographic scope of the regional center that serves as a vehicle for investment into other business entities that have or will create or maintain jobs for EB-5 purposes:*
  - *The name and address of the commercial enterprise;*
  - *Industry category title;*
  - *Aggregate EB-5 capital investment;*
  - *Aggregate direct and indirect job creation; aggregate jobs maintained*
4. *The total number of approved, denied and revoked Form I-526 petitions filed by EB-5 investors making capital investments sponsored by the regional center*
5. *The total number of approved, denied and revoked Form I-829 petitions filed by EB-5 investors making capital investments sponsored by the regional center*

## **2.2 FINANCIAL MONITORING:**

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For each project, all investors' capital contributions into the limited partnership will be held in escrow in a reputable financial institution.

NES Financial Corp., East West Bank, or other reputable escrow agents' service may be utilized as the escrow agent to administer the capital contributions placed in escrow. Capital contributions invested pursuant to the EB-5 immigrant investor program will be

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released to the limited partnership with respect to each EB-5 investor upon the investor's filing of a Form I-526 (Immigrant Petition for Alien Entrepreneur) with USCIS. Filing of the I-526 will be evidenced by the Form I-797 Receipt Notice for the Form I-526 issued by USCIS.

## 3.0 DUE DILIGENCE

### 3.1 DUE DILIGENCE IN PROJECT SELECTION

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Applicant will manage all investments as a general partner, and will be actively involved in all aspects of each project from initial due diligence, selection and oversight of development to operations and maintenance. Prospective projects for Inland Empire Renewable Energy Regional Center have been and will be identified based on the ongoing needs of Applicant. Applicant's management team averages over 10 years of experience in renewable energy and development and has selected these projects based on the demand in the marketplace and their anticipated return to investors.

Applicant will also utilize the services of real estate experts, to perform investigations and review all potential projects to determine their economic and structural viability.

It will be important for Inland Empire Renewable Energy Regional Center to select each project with detailed analysis of the income to be generated. The project must meet several criteria such as:

1. *Must be able to sustain the type of commercial development selected.*
2. *Must have a beneficial economic package and/or local assistance.*
3. *Must be located in areas that meet the construction needs for the project.*
4. *Must have the ability to create the amount of new jobs to justify the investment by immigrant investors pursuant to the Immigrant Investor Visa Pilot Program.*
5. *Must create sufficient revenue to sustain its operations and provide a profit for those involved.*

After completing the analysis and review of the proposed projects by the real estate experts and carrying out all necessary due diligence, Applicant will make the final determinations and see if the project is worth offering as a new investment opportunity to investors. For each opportunity, it will be determined and clearly presented to investors how much of the project will comprise of foreign investor capital versus a combination of foreign and domestic funds, if any.

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Individual investors will be engaged in policy formulation activities and be granted the rights normally granted to limited partners under the Uniform Limited Partnership Act.

Any professionals retained to oversee the projects will be required to provide regular detailed reports of all activities. These reports will be delivered to all investors for their review. Applicant will closely monitor the progress of the developments, conducting site visits and reviewing all reports. Applicant believes strongly that the key to a successful development is not only hiring the best professionals to complete the project, but also keeping all parties informed of the progress of the project at all times.

### **3.2 DUE DILIGENCE IN DEVELOPMENT PROCESS**

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With respect to due diligence in the oversight of the development process, details as to each project will be set forth in the project-specific business plan that will be created prior to the start date of the project and within an adequate window prior to recruiting investors for that project. Project-specific business plans will be provided to investors for reference and for I-526 filing and will include, but not be limited to the following project-specific content:

- *Project Specifications- will describe detailed project specifications, including architectural drawings, location images and other relevant information.*
- *Project-specific Market Analysis- will include the names of competing businesses and their relative strengths and weaknesses, a comparison of the competition's products and or services and pricing structures, and a description of the target market/ prospective customers of the project.*
- *Project-specific Marketing Strategy- will detail the sales approach, niche target market and profit projections.*
- *Project Schedule and Milestone Details- will provide a detailed schedule for the project. The information will cover the permit stage through occupancy, including status of milestones in the pre-construction process such as contracts signed and permits and licenses obtained.*
- *Project Budget and Financing Details- will detail cost, funding, staffing and financial projections for the project.*

### **3.3 DUE DILIGENCE IN INVESTOR SCREENING**

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As described in the Promotional Efforts section, below, Applicant will enlist the services of professionals in other countries to market Inland Empire Renewable Energy Regional



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Center, upon its designation by USCIS. Applicant will work only with reputable immigration professionals overseas to source potential investors. It is a priority for Applicant to investigate these consultants to confirm that they are reputable and without reproach, making it vital that local affiliate offices be an integral part of the process of identifying investor candidates.

Once potential investors are identified, Applicant will commence a thorough screening process through a third-party firm to avoid any conflict of interest. By doing so, Applicant will maintain full due diligence in the screening of the alien investors to help ensure both lawful source of capital and the alien investor's ability to fully invest the requisite amount of capital. The following controls will be utilized:

- An investor suitability screening questionnaire will be used to identify potential investors and measure the investor's qualifications under applicable securities laws. Only pre-qualified applicants whose questionnaire responses indicate the required net worth and capital and clean histories will proceed to the next stage of the process. With the review of an offering memorandum or private placement memorandum.
- An internationally recognized, Third-Party investigative or accounting/law firm, e.g. PKF International, Kroll, Abraxas, Vance International, or Kingson Law Firm, will be retained to provide a background review or source of fund analysis on all potential investors to verify the legitimate source of their funds. A Third-Party firm will be used to avoid any conflict of interest with the regional center in the vetting of potential clients.
- Once investors have passed the screening process, they will be presented with a detailed subscription agreement for review by the investors and their legal counsel. This agreement will identify all potential risks associated with investment in the regional center-affiliated project and will advise the candidate to seek independent investment advice and legal counsel. The agreement will inform the prospective of the risks inherent in investing in the project and will contain an agreement that the investor will diligently file a Form I-526. Additionally, the agreement will contain an agreement that all funds for investment will come from legal sources and that the prospective will provide evidence proving such.
- The investors are required to sign a Legal Service Agreement with a licensed immigration lawyer as a condition of being accepted into the program. This policy ensures that the applicant is screened by an immigration professional prior to admission into the regional center program.

In recruiting investors Applicant will obtain:



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- the name, date of birth, and alien registration number of each alien investor who makes an investment and file an EB-5/I-526 Petition with USCIS, specifying whether the petition was approved, denied, or withdrawn by the petitioner;
  - the country of nationality of each alien investor who makes an investment and files an EB-5/I-526 petition with USCIS; and
  - the city and state of residence of each alien investor who makes an investment and files an EB-5/I-526 petition with USCIS.

## **4.0 PROMOTIONAL EFFORTS**

### **4.1 TARGET MARKETS**

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Applicant will likely target investors in Asian nations, such as China and Taiwan. These countries have gained substantial wealth in the last two decades, and China in particular is continuing to enjoy economic growth despite an overall slowdown in the global economy. The middle class continues to expand in numbers and overall wealth in China. As this expansion continues, a number of families feel the need to diversify their holdings and investments, and the number one destination for diversification is the United States. As many of the immigrants from Hong Kong have familial roots in China, it will also be a strong source of investors. Taiwan has provided a steady flow of immigrants to the U.S. ever since 1976, when it left the United Nations. Taiwan has also been a location for substantial growth in wealth, and consequently it will also be fertile soil from which to harvest investors.

### **4.2 MARKETING & PROMOTIONAL ACTIVITIES**

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Through the network and relationships in Asia held by the management team, the Applicant plans to promote the investment immigration program through multiple channels upon USCIS designation of Inland Empire Renewable Energy Regional Center. Applicant will also use immigration and investment consultants to promote the program and coordinate with Alicia Lim who has been designated as the Marketing Project Manager. Her role will be to educate potential investors and facilitate the process of paperwork and due diligence once they have shown interest in projects of the regional center. Ms. Lim is prepared to travel on behalf of Applicant and has established strong ties

with the business communities in Asia. Once Inland Empire Renewable Energy Regional Center is designated by USCIS, Applicant plans to carry out various seminars to targeted groups to showcase Inland Empire Renewable Energy Regional Center's various available projects. These seminars will be led by Simon Yuan, who has an extensive background in marketing or Dong Pu who has played executive leadership roles in real estate and green energy industries. Applicant is looking to offer these seminars on an ongoing basis.

#### 4.3 MARKETING & PROMOTIONAL BUDGET

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The Applicant understands the need for a strong marketing strategy in light of competition with other regional center projects. In addition, investments in the renewable energy industry will require more careful explanation of projects than most. So Applicant's initial budget for marketing and promotional activities is sizeable at (b) (4) and is broken down as follows:

##### INLAND EMPIRE RENEWABLE ENERGY RC - MARKETING BUDGET:

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This budget will be evaluated on a quarterly basis and adjusted as necessary to ultimate success of the project. In its marketing and promotional efforts, a web Inland Empire Renewable Energy Regional Center will be created that will des promote its projects. Applicant will also offer investment seminars in the natic targeted as sources for investors, and brochures and other marketing materials printed in foreign languages to ensure maximum exposure to potential investo

Applicant has already committed and made available (b) (4)



per investor, which will be collected in addition to capital investment amounts. In no event will marketing and

promotional activities be funded using investors' capital contributions, which will go solely to fund projects.

## 5.0 FUNDING FOR REGIONAL CENTER OPERATIONS

Funding for regional center operations will be completely separate from funding for the projects within Inland Empire Renewable Energy Regional Center.

### 5.1 PROJECTS FUNDING SOURCES

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Regional Center Limited Partnerships will invest in, develop, and manage commercial buildings and alternative energy projects for new job-creating enterprises. A portion of construction costs will be covered by EB-5 investment, subject to the quota set for the project based on job creation analysis. Government subsidies, bank loans and domestic investment may also be applied to construction costs. Limited Partnership-specific business plans will provide specific funding details including the dollar amount of funds required for the job-creating project and a breakdown of financing by source and amount.

It is expected that the renewable energy projects will take advantage of federal and state tax rebates that could amount to 40% of the project costs. In addition, rebates and incentives can be negotiated with utility companies through a PPA (Power Purchase Agreement) that could further reduce costs.

For example: Assuming the equity structure is used for the Renewable Energy Bank sample project (See Overall Business Plan), with an estimated total project cost of (b) (4), Inland Empire Renewable Energy EB-5 Regional Center, LLC plans to receive up to (b) (4) in incentives to bring the cost down to about (b) (4). In the case that these figures change, domestic investors or traditional loans may be acquired to complement the amount of EB-5 investment. To the extent there is any gap between required equity and the amount raised from investors, the Inland Empire Renewable Energy EB-5 Regional Center, LLC or its affiliates will fund the shortfall.

Regardless of whether the equity structure or loan structure is used, The Inland Empire Renewable Energy EB-5 Regional Center, LLC will be responsible for ensuring that all necessary funds for total project completion are in place prior to funding its commitments.

**5.2 OPERATIONS FUNDING SOURCES**

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**Economic Impact of Renovation and Conversion of a Warehouse to a “Super Renewable Energy” Store with Office Space, Retail Space, Distribution, and Educational Facilities, and the Creation of a “Clean Energy Lending Bank” to Fund Projects for Creating Solar Energy**

**Prepared for:**

**Inland Empire Renewable Energy Regional Center, LLC  
City of Industry, California**

**Prepared by:**

**Michael K. Evans  
Evans, Carroll & Associates, Inc.  
2785 NW 26<sup>th</sup> St.  
Boca Raton, FL 33434  
561-470-9035  
[mevans@evanscarrollecon.com](mailto:mevans@evanscarrollecon.com)**

**October, 2010**



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## 1. Executive Summary

- The Inland Empire Renewable Energy Regional Center plans to fund the purchase and renovation of a vacant warehouse to be converted into a “Renewable Energy Supercenter,” as well as the subsequent operation of the facility which will consist of office space, retail space, distribution, and educational uses. It also plans to fund the establishment and operation of a renewable energy provider that will provide full-scale solar energy services for residential and commercial use, with the commercial use taking the form of long-term power purchase agreements.
- The proposed regional center plans to fund the purchase and renovation of an existing vacant warehouse in the city of Riverside, CA, which would be renovated at a cost of approximately \$2.5 million, and converted into a “Renewable Energy Supercenter”. This project is referred to as “Phase I” in this report. The store will have 165,000 square feet, divided as follows: 50,000 square feet for office space, 50,000 square feet for retail space, 50,000 square feet for a distribution center, and 15,000 square feet for educational facilities. The RIMS II input/output final demand multipliers for Riverside and San Bernardino counties are used to determine the total increase in employment for the renovation and operations of the renewable energy supercenter.

(b) (4)



(b) (4)



## 2. Tabulation of Principal Results

Table A summarizes the annual revenues and the total permanent new jobs for the operation of the Renewable Energy Supercenter, and for the installation, maintenance, and operations jobs associated with the renewable energy provider. These figures assume that the operations for these projects are in full operation within two years from the date of approval of commencement.

**Table A. Summary of Employment and Revenue Estimates**

(b) (4)



If all parts of the Phase I and Phase II were in full operation within two and a half years, the economic impact as measured by household earnings, demand for business services, utilities, maintenance and repair, and new supplier and vendor relationships is summarized in Table B.

**Table B. Summary Measures of Economic Impact for Renewable Energy Supercenter and Renewable Energy Provider**

(b) (4)











#### **4. Discussion of RIMS II Final Demand Methodology**

The EB-5 regulations provide that "jobs created indirectly" by a regional center-affiliated business may be credited to foreign investors who made a qualifying investment in the business. To show this job creation, "reasonable" methodologies may be used. 8 CFR§204.6(m)(7). The RIMS II input/output model has been recognized by the USCIS as an acceptable methodology for showing job creation resulting from a regional center- affiliated investment project. The USCIS has also ruled, in a letter dated March 24, 2008, that total job creation can be calculated using total revenues multiplied by the RIMS II final demand multipliers, rather than verifying the number of direct jobs.

The following material has been condensed from the RIMS II User Handbook

##### ***Introduction and General Comments***

Effective planning for public- and private-sector projects and programs at the State and local levels requires a systematic analysis of the economic impacts of these projects and programs on affected regions. In turn, systematic analysis of economic impacts must account for the inter-industry relationships within regions because these relationships largely determine how regional economies are likely to respond to project and program changes. Thus, regional input-output (I-O) multipliers, which account for inter-industry relationships within regions, are useful tools for conducting regional economic impact analysis.

In the 1970s, the Bureau of Economic Analysis (BEA) developed a method for estimating regional I-O multipliers known as RIMS (Regional Industrial Multiplier System), which was based on the work of Garnick and Drake. In the 1980s, BEA completed an enhancement of RIMS, known as RIMS II (Regional Input-Output Modeling System), and published a handbook for RIMS II users. In 1992, BEA published a second edition of the handbook in which the multipliers were based on more recent data and improved methodology. In 1997, BEA published a third edition of the handbook that provides more detail on the use of the multipliers and the data sources and methods for estimating them.

RIMS II is based on an accounting framework called an I-O table. For each industry, an I-O table shows the industrial distribution of inputs purchased and outputs sold. A typical I-O table in RIMS II is derived mainly from two data sources: BEA's national I-O table, which shows the input and output structure of nearly 500 U.S. industries, and BEA's regional economic accounts, which are used to adjust the national I-O table to show a region's industrial structure and trading patterns.

Using RIMS II for impact analysis has several advantages. RIMS II multipliers can be estimated for any region composed of one or more counties and for any industry, or group of industries, in the national I-O table. The accessibility of the main data sources for RIMS II keeps the cost of estimating regional multipliers relatively low. Empirical tests show that estimates based on relatively expensive surveys and RIMS II-based estimates are similar in magnitude.

BEA's RIMS multipliers can be a cost-effective way for analysts to estimate the economic impacts of changes in a regional economy. However, it is important to keep in mind that, like all economic impact models, RIMS provides approximate order-of-magnitude estimates of impacts. RIMS multipliers are best suited for estimating the impacts of small changes on a regional economy. For some applications, users may want to supplement RIMS estimates with information they gather from the region undergoing the potential change. To use the multipliers for impact analysis effectively, users must provide geographically and industrially detailed information on the initial changes in output, earnings, or employment that are associated with the project or program under study. The multipliers can then be used to estimate the total impact of the project or program on regional output, earnings, and employment.

RIMS II is widely used in both the public and private sector. In the public sector, for example, the Department of Defense uses RIMS II to estimate the regional impacts of military base closings. State transportation departments use RIMS II to estimate the regional impacts of airport construction and expansion. In the private-sector, analysts and consultants use RIMS II to estimate the regional impacts of a variety of projects, such as the development of shopping malls and sports stadiums.

### ***RIMS II Methodology***

RIMS II uses BEA's benchmark and annual I-O tables for the nation. Since a particular region may not contain all the industries found at the national level, some direct input requirements cannot be supplied by that region's industries. Input requirements that are not produced in a study region are identified using BEA's regional economic accounts.

The RIMS II method for estimating regional I-O multipliers can be viewed as a three-step process. In the first step, the producer portion of the national I-O table is made region-specific by using six-digit NAICS location quotients (LQs). The LQs estimate the extent to which input requirements are supplied by firms within the region. RIMS II uses LQs based on two types of data: BEA's personal income data (by place of residence) are used to calculate LQs in the service industries; and BEA's wage-and-salary data (by place of work) are used to calculate LQs in the non-service industries.

In the second step, the household row and the household column from the national I-O table are made region-specific. The household row coefficients, which are derived from the value-added row of the national I-O table, are adjusted to reflect regional earnings leakages resulting from individuals working in the region but residing outside the region. The household column coefficients, which are based on the personal consumption expenditure column of the national I-O table, are adjusted to account for regional consumption leakages stemming from personal taxes and savings. In the last step, the Leontief inversion approach is used to estimate multipliers. This inversion approach produces output, earnings, and employment multipliers, which can be used to trace the impacts of changes in final demand on and indirectly affected industries.

### ***Accuracy of RIMS II***

Empirical evidence suggests that RIMS II commonly yields multipliers that are not substantially different in magnitude from those generated by regional I-O models based on relatively expensive surveys. For example, a comparison of 224 industry-specific multipliers from survey-based tables for Texas, Washington, and West Virginia indicates that the RIMS II average multipliers overestimate the average multipliers from the survey-based tables by approximately 5 percent. For the majority of individual industry-specific multipliers within these states, the difference between RIMS II and survey-based multipliers is less than 10 percent. In addition, RIMS II and survey multipliers show statistically similar distributions of affected industries.<sup>4</sup>[omit footnote]

### ***Advantages of RIMS II***

There are numerous advantages to using RIMS II. First, the accessibility of the main data sources makes it possible to estimate regional multipliers without conducting relatively expensive surveys. Second, the level of industrial detail used in RIMS II helps avoid aggregation errors, which often occur when industries are combined. Third, RIMS II multipliers can be compared across areas because they are based on a consistent set of estimating procedures nationwide. Fourth, RIMS II multipliers are updated to reflect the most recent local-area wage-and-salary and personal income data.

### ***Overview of Different Multipliers***

RIMS II provides users with five types of multipliers: final demand multipliers for output, for earnings, and for employment; and direct-effect multipliers for earnings and for employment. These multipliers measure the economic impact of a change in final demand, in earnings, or in employment on a region's economy.

The final demand multipliers for output are the basic multipliers from which all other RIMS II multipliers are derived. In this table, each column entry indicates the

change in output in each row industry that results from a \$1 change in final demand in the column industry. The impact on each row industry is calculated by multiplying the final demand change in the column industry by the multiplier for each row. The total impact on regional output is calculated by multiplying the final demand change in the column industry by the sum of all the multipliers for each row except the household row.

RIMS II provides two types of multipliers for estimating the impacts of changes on earnings: final demand multipliers and direct effect multipliers. These multipliers are derived from the table of final demand output multipliers.

The final demand multipliers for earnings can be used if data on final demand changes are available. In the final demand earnings multiplier table, each column entry indicates the change in earnings in each row industry that results from a \$1 change in final demand in the column industry. The impact on each row industry is calculated by multiplying the final demand change in the column industry by the multipliers for each row. The total impact on regional earnings is calculated by multiplying the final demand change in the column industry by the sum of the multipliers for each row.

### ***Employment Multipliers***

RIMS II provides two types of multipliers for estimating the impacts of changes on employment: final demand multipliers and direct effect multipliers. These multipliers are derived from the table of final demand output multipliers.

The final demand multipliers for employment can be used if the data on final demand changes are available. In the final demand employment multiplier table, each column entry indicates the change in employment in each row industry that results from a \$1 million change in final demand in the column industry. The impact on each row industry is calculated by multiplying the final demand change in the column industry by the multiplier for each row. The total impact on regional employment is calculated by multiplying the final demand change in the column industry by the sum of the multipliers for each row.

The direct effect multipliers for employment can be used if the data on the initial changes in employment by industry are available. In the direct effect employment multiplier table, each entry indicates the total change in employment in the region that results from a change of one job in the row industry. The total impact on regional employment is calculated by multiplying the initial change in employment in the row industry by the multiplier for the row.



### Choosing a Multiplier

The choice of multiplier for estimating the impact of a project on output, earnings, and employment depends on the availability of estimates of the initial changes in final demand, earnings, and employment. If the estimates of the initial changes in all three measures are available, the RIMS II user can select any of the RIMS II multipliers. In theory, all the impact estimates should be consistent. If the available estimates are limited to initial changes in final demand, the user can select a final demand multiplier for impact estimation. If the available estimates are limited to initial changes in earnings or employment, the user can select a direct effect multiplier.

## 5. Location of Warehouse and Choice of County Multipliers

The warehouse will be located at 3080 12<sup>th</sup> St. in Riverside, CA, as shown in Figure 1. The RIMS II multipliers for this location also include San Bernardino County; the two counties are shown in Figure 2. San Bernardino County is included based on the commuting figures for the two counties, which are shown in Table C and discussed further.

**Figure 1. Location of Warehouse Converted to Renewable Energy Supercenter**



Figure 2. Map of Riverside and San Bernardino Counties



Table C shows the commuting patterns for each of the two counties considered in this study. This table may be interpreted as follows. The first row is the total size of the workforce in 2000 (all data are from the decennial Census). The first column shows the residence county for the Riverside workforce; 83.5% of the workforce lives in Riverside County, 10.4% in San Bernardino, and so forth. The other columns are interpreted similarly.

The multiplier estimates are deemed to be most accurate when the counties include 90% to 95% of the total workforce. If the figure is below 90%, it is likely that a significant proportion of the spending of workers in their home counties would be excluded from the multiplier calculations, which would then be understated. If the figure is above 95%, the multipliers would include a significant proportion of spending of workers that were not associated with the county, and hence the multipliers would be overstated.

Table C shows the proportions of the workforce by residential county. The numbers in red indicate the counties that are included in the multiplier analysis. Hence Riverside and San Bernardino counties are combined. The RIMS II final demand multipliers used in this study are thus based on this county group.

<b>Table C. Residence County for Workforce, Riverside and San Bernardino Counties</b>				
	River side	%	San Ber nardino	%
Total	499304		576717	
Riverside	417137	83.5%	60412	10.5%
San Bernardino	52016	10.4%	456568	79.2%
Los Angeles	9293	1.9%	41162	7.1%
Orange	11451	2.3%	9486	1.6%
Total in multiplier counties	469153	94.0%	516980	89.6%

**Part II. Renovation and Operation of Renewable Energy Supercenter**

**6. Economic Impact from Renewable Energy Supercenter Used for Retail, Offices, Distribution, and Educational Facilities**

(b) (4)



























**Part III. Economic Impact of a Renewable Energy Provider (Phase II)**

(b) (4)









## 8. Demand for Solar Energy in Southern California

We first offer a discussion of the difference between solar power generated on rooftops and through separate stand-alone solar power facilities. The following material is adapted from the California Solar Resources report, prepared by the California Energy Commission.

California has enormous, although largely untapped solar resources. The state is also a leader in solar development with over 350 megawatts (MW) of operating concentrating solar power (CSP) facilities and 100 MW of photovoltaic (PV) systems.

Analyses of the state's solar resources show that while PV can be deployed beneficially almost anywhere in California, CSP facilities require higher concentrations of solar resources and are best deployed in the southeastern part of the state. Ignoring economic constraints, the technical potential for PV in California exceeds 17 million MW of capacity. If applied to existing residential and commercial rooftops, the technical PV potential exceeds 74,000 MW of capacity, as is shown below by major county. If CSP facilities are deployed only in those areas where the annual average direct-normal insolation exceeds 6 kilowatt-hours per day per square meter, the CSP technical potential exceeds one million MW of capacity. That is about 70 times the amount of energy that will be generated by this project.

PV cells consist of several layers of different materials. The primary layer is a semiconductor material where the photoelectric effect takes place. Semiconductors in today's commercial PV products are typically composed of silicon. The semiconductor is sandwiched between two metallic layers that provide a steady flow of electrons through the semiconductor and connect the cell to an external electrical circuit. These layers are sealed and protected from the environment by an encapsulant such as glass. An anti-reflective film is deposited between the encapsulant and the photoactive surface of the cell to maximize light absorption.

Today's commercially available solar cells consist of five basic materials, each with its own trade-offs between manufacturing costs and efficiency:

- Single-crystal, large-area planar silicon cells yield high efficiencies under normal light conditions.
- Single-crystal, small-area concentrator silicon cells yield higher efficiencies under concentrated light (from 20-1000 suns).
- Polycrystalline silicon cells are less expensive, but also less efficient than single-crystal cells.



- Various thin film semiconductor materials are available including amorphous silicon (a-Si), cadmium telluride (CdTe) and copper-indium-diselenide (CIS).
- Amorphous silicon modules are a commercial product, but are less efficient than polycrystalline materials. The severe performance degradation that plagued early versions of a-Si have been resolved, although they still suffer from an initial performance loss. CdTe also has stability and manufacturing challenges, in addition to potential environmental concerns over the use of cadmium. CIS technologies have potentially high efficiencies, but face manufacturing challenges.

Multi-junction cells consisting of several layers of different semi-conducting materials are being produced primarily for space applications. These PV cells have achieved record-setting efficiencies as high as 35% under concentrated light, but are more complex to manufacture. Tandem-junction devices made of layers of amorphous silicon are currently available primarily for the terrestrial market.

The choice of manufacturing method for the solar panel plant will be decided later. The cost of construction of the facility, the output per employee, and the multipliers are similar for all these methods of production. The difference is in the cost of raw materials, the energy efficiency of each method, and the price at which the panels can be sold.

PV systems are usually made up of "flat-plate" collectors. Flat-plate collectors consist of large numbers of cells consolidated into modules that are grouped into an array, all mounted on a rigid, flat surface. Since 1981, over 100 MW of rooftop PV systems have been installed in California. Such distributed PV systems offer the potential of being an attractive power solution for congested urban areas where land premiums are too high to accommodate power plants with large footprints, and where the noise and emissions from a conventional fossil-fueled power plant might pose unacceptable impacts.

In contrast to mounted rooftop PV systems, Building Integrated Photovoltaics (BIPV) systems made up of PV "shingles" and tiles are integrated into the structure of a building, thereby replacing or enhancing other building materials. BIPV has the potential for multiple savings by providing a combination of services such as weatherproofing, shading, insulation, and day lighting. Like mounted flat-plate systems, BIPV can be combined with battery back up to provide primary power, dispatchable peak power shaving and back-up power during power disruptions. In addition, PV/battery systems have an advantage over conventional backup generators because they produce power for the customer even when there is no emergency. These are used primarily in commercial, as opposed to residential, applications.

### B. Technical Potential by Counties

The report of the *California Rooftop Photovoltaic (PV) Resource Assessment and Growth Potential by County* has calculated the potential for each county in California for 2010 and 2016. Table 14 shows the figures for residential and commercial potential for the major Southern counties in addition to the four counties analyzed in this part of the report. Figure 3 shows the potential by counties in 2016.

**Table 14. Technical Potential for Rooftop Solar Panels by County in 2010.**

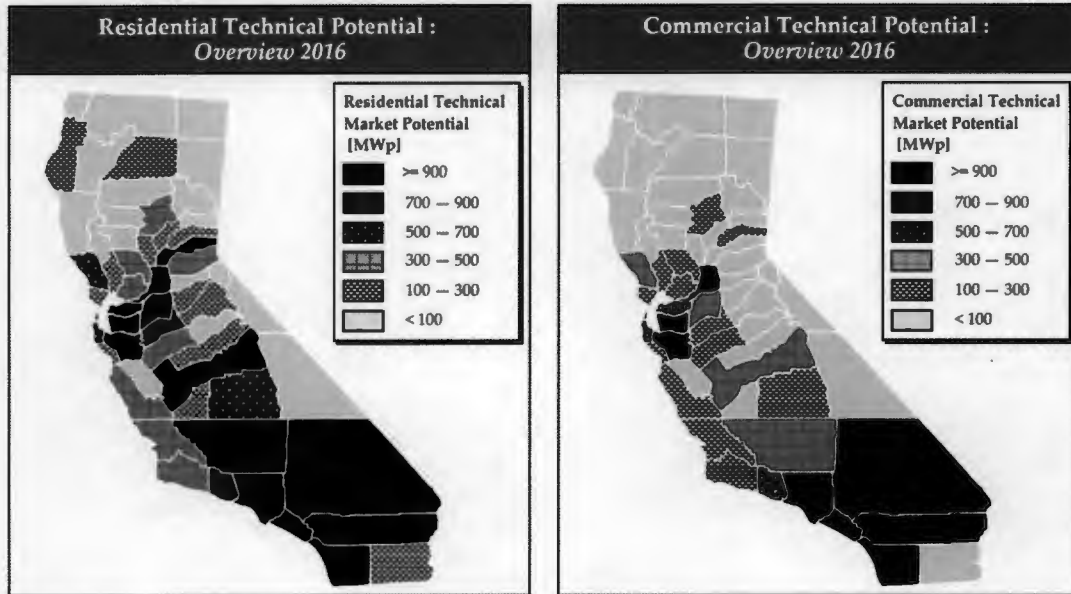
Residential		Commercial	
Major Southern Counties			
Los Angeles	6789	Los Angeles	5540
San Diego	2460	Orange	1850
Orange	2301	San Diego	1617
Riverside	2268	San Bernardino	1144
San Bernardino	1796	Riverside	823

All figures are in Megawatts

Source: Table B-1, Navigant Consulting, Inc. 2007. *California Rooftop Photovoltaic (PV) Resource Assessment and Growth Potential by County*, California Energy Commission, PIER Program. CEC-500-2007-048.

These figures are in megawatts, and show a technical potential of over 13,000 megawatts for the four counties in this study for residential, and almost 10,000 megawatts for commercial uses, by 2016. These figures are orders of magnitude higher than the 14.3 MW of power likely to be generated by this project.

**Figure 3. Technical Potential by Counties in 2016**



Source: Figure 6 in above-cited report

### C. Economic Potential by Counties

The California Energy Report referenced above also calculates the economic potential based on (a) "business as usual" scenario, or no change in current business or incentive programs, (b) additional incentives, called the "aggressive" model in the report, and (c) aggressive incentives plus the "new business model".

The differences, according to the report, are quite substantial. By 2016, total megawatts of rooftop solar power would rise to 518 MW under the current scheme, 844 MW under the aggressive incentives, and 1,752 MW under the new business models. By comparison, a \$10 million investment would generate about 2.5 MW originally and about 5 MW after investment funds were recycled, so even if the program were expanded 10-fold, it would represent only about 10% of total demand under the

business as usual model, 6% under the aggressive scheme, and less than 3% under the new business models. The assumptions used to generate these projects are now described briefly.

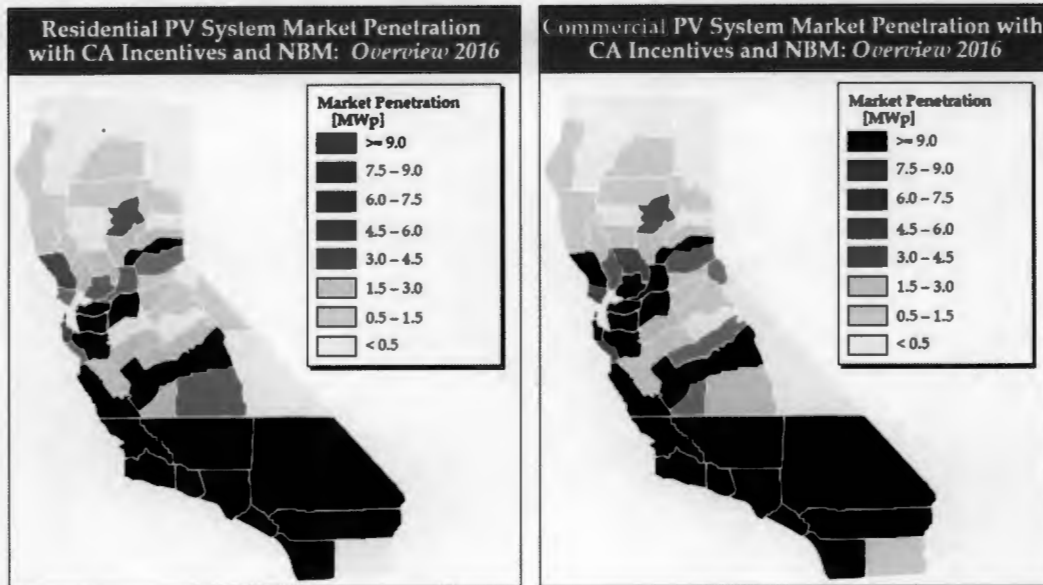
In the aggressive scheme, two types of rebates are envisioned. The first is the EPBB, which stands for Expected Performance Based Buy-down, and is an upfront payment that takes into account system capability, system design, and location. PBI, which stands for Performance Based incentives, is designed for systems larger than 100 kWp. The rebate levels are designed so that the time-discounted value of the payments is equal to the up-front EPBB payment for an equivalent sized system.

The new business model approach assumes the following:

1. PV systems can be sold to a homeowner and incorporated into the home similar to a regular appliance: "plug and play".
2. A single entity bundles the system design, purchase, rebate application, installation, maintenance, and financing into one transaction for the consumer.
3. Initial system costs are financed using standard consumer finance models (assuming the current credit disruption is only temporary).

The county maps indicating residential and commercial penetration for the rooftop solar panels for these latter two alternative scenarios are shown in Figures 4 and 5.

**Figures 4 and 5. Residential and Commercial PV Panel Market Penetration by 2016 under alternative assumptions (2) and (3) given above.**



## 9. Economic Impact of Installation of Solar Panels for a Renewable Energy Provider

The calculations given above show that installation costs will be about (b) (4) million. All jobs – direct, indirect, and induced – may be included because these are permanent jobs. These tasks will be undertaken by employees of the Riverside construction company, not Solarmax. When multiplied by the RIMS II final demand multipliers for construction for the Riverside/San Bernardino county group, that level of expenditures will create (b) (4) jobs. The industrial distribution of these jobs are shown in Tables 15 and 16.

**Table 15. Increase in Employment, Output, and Earnings, Installation of Solar Panels, Riverside and San Bernardino Counties**

(b) (4)



**Table 16. Output and Earnings Per New Worker, Installation of Solar Panels, Riverside and San Bernardino Counties**

(b) (4)



(b) (4)



## **10. Economic Impact of Maintenance, Installation and Other Activities**

The jobs created in the previous section represent work done by the Riverside construction company, which serves as a subcontractor to Solarmax. In addition to these installation jobs, some employees of Solarmax will supervise both the installation work and the ongoing operations and maintenance. The revenue generated in each of these categories is equal to the number of jobs times output per employee.

(b) (4)





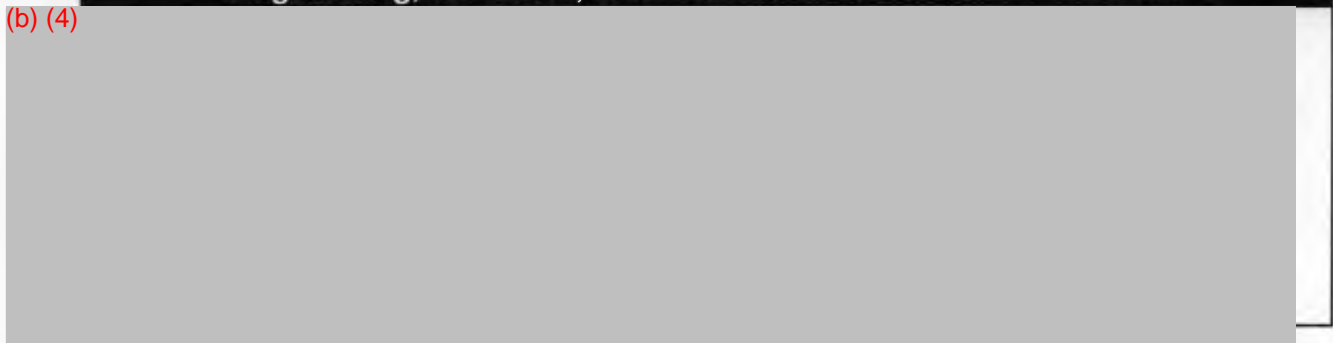
**Table 17. Increase in Employment, Output, and Earnings, Maintenance, Administration, Engineering, and Sales, Riverside and San Bernardino Counties**

(b) (4)



**Table 18. Output and Earnings Per New Worker, Maintenance, Administration, Engineering, and Sales, Riverside and San Bernardino Counties**

(b) (4)



(b) (4)



### 10. Summary Tables for Entire Project

Table 19 shows that there will be a total of (b) (4) new jobs created by the Phase I activities – retail space, offices, distribution, and educational facilities – plus the energy projects funded by (b) (4) from the Renewable Energy Provider. The total annual increase in output in the second year of operation will be about (b) (4)

**Table 19. Increase in Employment, Output, and Earnings, Phase I Activities Plus Solar Energy Supervision, Maintenance, Administration, Engineering, and Sales**

(b) (4)



**Table 20. Output and Earnings Per New Worker, Phase I Activities Plus Solar Energy Installation, Maintenance, Administration, Engineering, and Sales**

(b) (4)



## Appendix A: Resume of Dr. Michael K. Evans

[mevans@evanscarrollecon.com](mailto:mevans@evanscarrollecon.com)

### **CURRENT AND PREVIOUS POSITIONS**

- Chairman, *Evans, Carroll & Associates, Inc.*, 1980-present (previously Evans Economics)

Economic consulting firm specializing in EB-5 immigration analysis, economic impact studies of development projects and new construction, models of state and local tax receipts, impact of current and proposed government legislation, and construction of econometric models for individual industries and companies.

- Chief Economist, *American Economics Group*, 2000-present.

Built a comprehensive state modeling system that provides economic analysis for a variety of consulting projects (see below).

- Clinical Professor of Economics, Department of Managerial Economics and Decision Sciences (MEDS), Kellogg Graduate School of Management, Northwestern University, 1996-99.

Taught courses in macroeconomics and business forecasting. Wrote textbooks for both courses.

- Winner of Blue Chip Economic Indicator Award for most accurate macroeconomic forecasts during the past four years, November 1999
- Founder and President, *Chase Econometric Associates*, 1970-1980
- Assistant and Associate Professor of Economics, Wharton School, University of Pennsylvania, 1964-69. Co-developer of the original Wharton Model.
- Visiting Professor, Radford University, (Radford, VA), 1987

Chairman of Institute for International Economic Competitiveness

- Visiting Lecturer, Hebrew University (Jerusalem), 1966-67

Built econometric model of the Israeli economy

Ph. D. in Economics, Brown University. Dissertation, "A Postwar Quarterly Model of the United States Economy, 1948-1962". A. B. in Mathematical Economics, Brown University

## **PREVIOUS ACTIVITIES AND EDUCATION**

- Contributing Editor, *Industry Week*

Wrote a column in each issue on economic and financial trends as they impact the manufacturing sector.

- Editor, *The Evans Report*

Weekly newsletter discussing economic trends and financial markets. Pioneered the concept of the Monthly Tracking Model to incorporate recent economic releases into the overall economic forecast, including methods to predict these economic data.

- Consultant, *National Printing Equipment and Supply Association*

Prepares quarterly forecasts of shipments of printing equipment and graphic arts supplies by product line, based on an econometric model constructed for NPES. Also prepares analysis and forecasts of exports and imports by principal product line.

- Consultant, *APICS -- The Educational Society for Resource Management*,

In 1993, designed and developed the *APICS Business Outlook Index*, which uses survey data collected by the Evans Group to measure current production, production plans, shipments, employment, new orders, unfilled orders, inventory stocks, and the comparison of the actual to desired inventory/sales ratio to predict short-term changes in manufacturing sector activity. The results of this survey appeared every month in *APICS: The Performance Advantage*

- Consultant, *American Hardware Manufacturing Association*

Wrote a separate weekly edition of the Evans Report analyzing recent trends in the hardware and housing industries, including forecasts of the hardware industry based on an econometric model developed for AHMA.

- Board of Economists, *Los Angeles Times*

Wrote column every 6 weeks (5 other economists on the Board)

- Columnist, *United Press International*



Wrote twice-weekly column, "Dollars and Trends"

- Consultant, Senate Finance Committee,

Built the first large-scale supply-side model of the U. S. economy

- Consultant, Environmental Protection Agency and Council on Environmental Quality

Estimated inflationary impact of government regulations

- Consultant, National Aeronautics and Space Administration

Estimate impact of R&D spending on productivity growth

- Consultant, U. S. Treasury

Estimated impact of investment tax credit and accelerated depreciation on capital spending by industry

- Consultant, U. S. Department of Agriculture

Built large-scale econometric model of agricultural sector of U. S. economy

- Consultant, Organization of Economic Cooperation and Development

Built econometric model of the French economy

## ***SAMPLE OF RECENT CONSULTING PROJECTS***

For more information on these projects, see [www.evans5.com](http://www.evans5.com)

### **A. Economic Impact of EB-5 Immigrant Investor Programs and New Markets Tax Credits**

- Calculated the economic impact for a fractional-ownership marina in Port Charlotte, FL, plus office space, retail stores, restaurants, and a home brokerage office.



- Calculated the economic impact of construction and operation of four retirement homes in Vermont.
- Calculated the economic impact of an upscale retail shopping center in Vail, CO. and a medical office building in Edwards, CO (both in Eagle County).
- Calculated economic impact of a wind turbine manufacturing plant in Larimer County, CO
- Calculated economic impact of a hotel, retail stores, restaurants, office buildings, and bank facilities in Pasadena, CA
- Calculated economic impact of a luxury hotel and condominiums in Destin, FL
  
- Calculated economic impact of constructing and operating a mixed-use commercial project in Jupiter, FL
- Determined whether 17 possible restaurant locations in - and Broward Counties qualified as Targeted Employment Areas.
- Determined the economic impact of opening and operating a slot-machine casino in Hanover, MD, as part of a proposed EB-5 regional center for the Baltimore metropolitan area.
- Calculated the economic impact of renovating and expanding a restaurant on Martha's Vineyard, MA, as part of an EB-5 regional center in that state.
- Determined the economic impact of assembling and installing solar panels for residences in the state of LA.
- Determined a Targeted Employment Area for Dallas, TX as part of a proposed EB-5 regional center for the Dallas area. APPROVED
- Calculated the economic impact for various mixed used projects for a proposed regional center for the entire State of Texas, including shopping centers, office buildings, restaurants, assisted living centers, medical technology facilities, and other personal and business services.
- Calculated the economic impact for the construction and operation of several fast-food restaurants in 10 counties in central California.
- Calculated the economic impact for the renovation and expansion of a shopping mall in Greenville, SC.

- Calculated the economic impact of buying existing apartment buildings at deep discount prices, renovating and operating them, in 21 counties in FL.
- Calculated the economic impact of building and operating an institute for proton cancer therapy for a proposed EB-5 regional center in Brooklyn, NY.
- Calculated the economic impact of building and operating a mixed-use facility with medical offices, hotels, and apartments for a proposed EB-5 regional center in Queens, NY.
- Determined a Targeted Employment Area for Philadelphia, PA as part of a proposed EB-5 regional center for the Philadelphia area.
- Calculated the economic impact of a proposed office building and mixed-use facility for an EB-5 regional center in Dallas, Texas
- Calculated the economic impact for various mixed-use projects for a proposed EB-5 regional center in the greater New York City area, including an extended stay hotel, urgent care center, financial lending firm for alternative assets, retail stores, apartments, office space, warehouses, industrial "flex" space, entertainment centers, restaurants, conference and convention centers, nursing home and assisted living facilities, medical offices, medical technology facilities, and high-tech manufacturing.
- Calculated the economic impact of "green" hotels in 10 counties in Central California.
- Calculated the economic impact of generic projects in manufacturing, financial services, health services, hotels, and restaurants for a proposed regional center for the state of .
- Calculated the economic impact of 12 different types of economic activity for an expansion of the Palm Beach Regional Center to five contiguous counties. APPROVED
- Calculated the economic impact of a new auto parts plant in Alabama to supply parts to Kia automobiles.
- Calculated the economic impact of opening fast-food restaurants in - and Broward counties in FL.
- Calculated the economic impact of a mixed-use commercial center in Flushing, Queens County, NY.
- Calculated the economic impact of revitalizing and renovating part of the Brooklyn Navy Yard for "green" manufacturing facilities.
- Calculated the economic impact of 12 different types of economic activity for various counties in Charlotte and Sarasota counties, FL

- Calculated the economic impact of four new manufacturing and distribution companies in Palm Beach County, FL.
- Calculated the economic impact of developing a resort area and building residences in rural Tennessee.
- Calculated the economic impact of developing and operating a resort area in Southern Arizona.
- Calculated the economic impact of revitalizing the depressed East Side of Cleveland, Ohio, with new commercial and industrial buildings. APPROVED
- Determined the nationwide economic impact of a \$1 billion investment in Mississippi for a new hybrid motor vehicle plant.
- Determined the economic impact of expanding a shipyard in Southeastern Louisiana. APPROVED
- Calculated the economic impact of a new shopping center in Buena Vista, California, and two other generic shopping centers in Los Angeles and San Bernardino counties. APPROVED
- Calculated the economic impact of enhancing resort areas in eight rural counties in Colorado.
- Calculated the economic impact of the rehabilitation of Fitzsimons Village in Aurora, Colorado, by adding an office building with medical labs, hotel, shopping center, and residences.
- Determined the economic impact of a mixed-use commercial center for the Kansas City metropolitan area.
- Calculated the number of jobs created for a film production company in New York City.
- Calculated economic impact of small-scale rooftop solar panels in various counties in California.
- Calculated economic impact of 7 different types of proposed businesses for a proposed regional center in the Bay Area of California. APPROVED



- Determined the economic impact of a new biological research park, office building, and logistics center in Wooster, Ohio. APPROVED
- Calculated the economic effect of a mixed-use urban renewal project in Cleveland, Ohio. APPROVED
- Calculated economic impact of dairy farm and cheese processing plant in Northern California.
- Determined economic impact of a shipyard, food processing plant, and semiconductor plant for a proposed regional center in Louisiana and Mississippi. APPROVED
- Calculated the economic impact of a new gaming casino in Natchez, Mississippi.
- Developed an Input/Output Model for Guam, which was then used to calculate the economic impact of several generic projects. APPROVED
- Calculated the economic impact of a retail shopping center in suburban Los Angeles County. APPROVED
- Prepared an economic impact analysis for the "timber to homes" project for a proposed regional center in Colorado. APPROVED
- Calculated the economic impact for a proposed regional center in Baltimore, Maryland that would include the rebuilding of depressed areas in East Baltimore and along the riverfront.
- Prepared the economic analysis for a proposed EB-5 regional center for the entire state of that included impact calculations for 14 different types of industries. APPROVED
- Prepared the economic analysis for a proposed EB-5 regional center in the San Francisco Bay area that included calculations for 10 different types of industries. APPROVED
- Prepared economic impact calculations for proposed EB-5 regional centers in New York City and Northeastern New Jersey. APPROVED
- Calculated the economic impact of a rehabilitated office building in Albuquerque, New Mexico, including the increase in high quality jobs.

- Calculated the economic impact of a rehabilitated skilled nursing center in East Los Angeles, California, including the impact on nearby census tracts.
- Calculated the economic impact of development of warehouse and light industrial manufacturing space in Las Vegas, Nevada. APPROVED
- Calculated the economic impact of rehabilitation and expansion of a vacation and health spa in Sharon Springs, New York
- Calculated economic impact of revitalizing an old resort hotel and adding new facilities for Lake Geneva, WI.
- Calculated the employment and tax effects for a portfolio of projects undertaken under the New Market capital program.
- Calculated generic employment changes for proposed EB-5 project for an Inland Port in Palm Beach County, FL APPROVED
- Calculated the economic impact of construction of El Monte Village in El Monte, CA. APPROVED
- Built an input/output model of Guam to be used to calculate economic impact of EB-5 projects. Used this model to estimate impact of various proposed projects. APPROVED
- Calculated the economic impact of moving the Social Security Administration building in Birmingham, AL, and revitalizing the surrounding neighborhood.
- Calculated the economic impact of rehabbing and expanding the Everett Mall in Everett, WA.
- Determined the economic impact of building a new medical center in Charleston, SC
- Calculated economic impact of expanding Sugarbush resort in VT. Study included expansion of existing facilities and addition of new facilities. APPROVED
- Calculated economic impact for new market tax credit program in Portsmouth, N.H. Study included both overall economic impact, and the increase in employment and income and the decrease in the unemployment rate and incidence of poverty in individual census tracts.

- Calculated the economic benefits of EB-5 programs for foreign investors for a mixed-use construction project, including a hotel, retail stores, apartments, and a sports stadium in the Washington, D. C. metropolitan area APPROVED
- Calculated the economic benefits of EB-5 programs for foreign investors for a mixed-used retail shopping center in the New York City metropolitan area. APPROVED
- Calculated the economic benefits of EB-5 programs for foreign investors for proposed shopping centers in five separate counties in Southern California, including differential impacts of building the shopping centers in different counties. APPROVED

### **B. Projects for State and Local Governments**

- Constructed an econometric model for the State of New York and determined the change in employment, labor income, and tax revenues for 43 different tax changes proposed by the Governor's office.
- Constructed a detailed econometric model for the State of Pennsylvania to determine the economic impact of the complete panoply of state taxes levied; the model contains over 1,000 equations. In cooperation with American Economics Group, the model was developed to simulate the effect of changes in any state tax rate on households and businesses by income deciles, household status, age of individuals, size of households, and many other demographic variables. The change in business taxes can also be simulated for detailed industry classifications.
- Determined whether the Washington, D.C. water and sewer authority should accept a high bid for a new waste disposal system. Decision to reject has saved the authority over \$200 million, as construction prices turned down sharply as predicted.
- Built an econometric model to determine the "tax gap" caused by Internet sales for the state of Minnesota.
- Determined appropriate levels of shelter grants individual counties in New York State, and for utility allowances in New York City. Reviewed and prepared testimony in ongoing court cases in these areas.
- Calculated the economic impact of the revitalization of downtown Milwaukee, Wisconsin.



### **C. Economic Impact of Casino Gaming**

- Built an econometric model to predict the growth of the gaming industry over the next decade, and the economic impact of that industry on employment and tax revenues at the Federal and state levels.
- Estimated the economic impact of Indian casino gaming nationally and for the State of Wisconsin.
- Determined the economic impact of the Oneida Indian gaming casino on the Green Bay metropolitan area.
- Estimated the negative economic impact on the Milwaukee area if a new Indian gaming casino were to be built in Kenosha, Wisconsin.

### **D. Economic Impact of Smoking Bans and Higher Taxes**

- Testified on economic impact of smoking bans in Canada; certified as an expert witness by the Court.
- Examined the impact of smoking bans on restaurant sales in several different locations in the U.S. to determine how much sales changed when these bans were imposed, and the differential effects depending on whether these bans were partial or total.
- Determined the cross-border effects on retail sales from differential rates in cigarette, gasoline, and alcohol excise taxes
- Determined the economic impact of higher cigarette taxes on minority group employment.
- Estimated the economic impact and loss of Federal and state tax revenues when higher cigarette prices lead to increased smuggling.

### **E. Consulting Projects for Travel and Tourism**

- Built an econometric model to predict tourism trips and revenues for the major regions of the U.S. economy.
- Constructed econometric models to predict tourism in Las Vegas and Orlando.



- Using the IMPLAN model, predicted economic impact of tourism and travel expenditures for all counties in Pennsylvania.

#### **F. Other Private Sector Consulting Projects**

- Calculated the revenue gain at the Federal, state and local level generated by domestic manufacturing of Airbus parts and equipment.
- Calculated the economic impact of proposed EPA bans on fluoropolymer production.
- Estimated the size and economic importance of the fluoropolymer industry, and calculated economic impact of shutting down domestic production.
- Built an econometric model to examine how U.S. tax and regulatory policies help determine whether the gold mining industry would invest in the U.S. or other countries. Testified before Congress to help defeat legislation inimical to the mining industry.
- Built an econometric model to predict consumer bankruptcies, based on recent growth in consumer credit outstanding, the overall economic environment, and recent changes in credit regulations
- Estimated the economic impact of the ethanol subsidy on the U.S. economy and Farm Belt States, including the impact on the balance of payments, employment, and tax receipts. Testified before Congress to help pass legislation to extend subsidies to the ethanol industry.
- Built an econometric model to determine the impact of updating and improving the system of locks on the Upper Mississippi River on corn prices and exports, farm income, and the overall economy.

#### **BOOKS PUBLISHED**

Macroeconomics for Managers, Blackwell, 2003

Practical Business Forecasting, Blackwell, 2002

Economic Impact of the Demand for Ethanol, Diane Publishing Company, 1998

How to Make Your Shrinking Salary Support You in Style for the Rest of Your Life, Random House, 1991

The Truth About Supply-Side Economics. Basic Books, 1983.

A Supply-Side Model of the U. S. Economy, mimeo (prepared for Senate Finance Committee), 1980.

An Econometric Model of the French Economy: A Short-Term Forecasting Model. O.E.C.D, March 1969.

Econometric Gaming (with L. R. Klein and M. J. Hartley). Random House, 1969.

Macroeconomic Activity: Theory, Forecasting and Control. Harper & Row, 1969.

The Wharton Econometric Forecasting Model (with L.R. Klein), Economics Research Unit, Wharton School: University of Pennsylvania Press, 1967. Enlarged edition, 1968.

Over 30 articles in major academic journals and publications (list on request)



STATE OF CALIFORNIA

ARNOLD SCHWARZENEGGER  
Governor

Department of Alcoholic Beverage Control  
Department of Corporations  
Department of Financial Institutions  
California Highway Patrol  
California Housing Finance Agency  
Department of Housing & Community Development  
Department of Managed Health Care  
Department of Motor Vehicles  
Board of Pilot Commissioners



DALE E. BONNER  
Secretary

Department of Real Estate  
Department of Transportation  
Office of the Patient Advocate  
Office of Real Estate Appraisers  
Office of Traffic Safety  
California Film Commission  
California Office of Tourism  
Infrastructure and Economic Development Bank  
Public Infrastructure Advisory Commission

**BUSINESS, TRANSPORTATION AND HOUSING AGENCY**

September 2, 2010

Department of Homeland Security  
U.S. Citizenship and Immigration Services (USCIS)  
California Service Center  
24000 Avila Road, 2<sup>nd</sup> Floor  
Laguna Niguel, CA 92677

To Whom It May Concern:

Section 204.6(i) of Title 8, Code of Federal Regulations (CFR) governing alien entrepreneur immigrant visa petitions under the USCIS administered EB-5 visa program authorizes the state government of any state of the United States to designate a particular geographic or political subdivision located within a metropolitan statistical area or within a city or town having a population of 20,000 or more within such state as a high unemployment area if the area experienced an unemployment rate of at least 150 percent of the national average. The designation of high unemployment areas in the State of California has been delegated to the Secretary of the Business, Transportation and Housing Agency. Accordingly, this agency is the authorized entity in California to designate a particular area within these statistical areas as a high unemployment area. *8 FCR §204.6(j)(6)(ii)*. It is also this agency that has the authority to certify that a metropolitan statistical area, a specific county, city, town, or census designated place (CDP) within a metropolitan statistical area, has experienced an average unemployment rate of 150 percent of the national average rate. Such certification is based on official estimated unemployment data provided by the Employment Development Department of this state.

The national average unemployment rate for calendar year 2009, as calculated by the U.S. Bureau of Labor Statistics, was 9.3% requiring an unemployment rate of 13.95% or greater for "high unemployment area" eligibility.

The 2009 unemployment data for the State of California, as provided by the Labor Market Information Division of the California Employment Development Department shows a **24.36% unemployment rate for the Census Tract No. 0304.00**, within the City of Riverside, California.

This unemployment rate was calculated based on the Census Share Methodology prescribed by the U.S. Department of Labor for all states in designating high unemployment areas under the Immigration Act of 1990. The Census Share Methodology indicated that the unemployment rate

of the census tract was over 150 percent of the national unemployment rate for calendar year 2009.

Therefore, in accordance with the cited federal regulations, the Business, Transportation and Housing Agency is hereby certifying that the above identified census tract is a high unemployment area ("targeted employment area"), for the purposes of alien entrepreneur visa requests. *8, CFR sections 204.6(h)(i) and (j)(6)(ii).*

This certification is effective until April of 2011 when unemployment estimate data will be published for calendar year 2010. The Census Share Methodology will continue to be used in subsequent years and, given the uncertainties about the area's unemployment rate and the national unemployment rate there is no guarantee that this area will continue to remain a high unemployment area ("targeted employment area").

Sincerely,



GABOR MOROCZ  
Deputy General Counsel

For DALE E. BONNER  
Secretary of the Business, Transportation and Housing Agency



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2010	Aug	Riverside County	Not Adj	Prelim	15.3

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2010	Aug	Riverside city	Not Adj	Prelim	15.4

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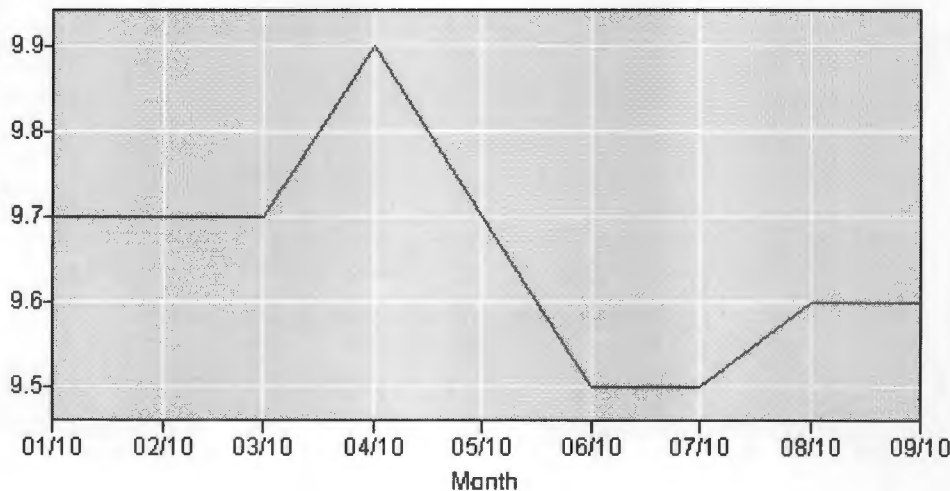
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Data extracted on: October 12, 2010 (2:31:21 PM)

### Labor Force Statistics from the Current Population Survey

**Series Id:** LNS14000000  
**Seasonally Adjusted**  
**Series title:** (Seas) Unemployment Rate  
**Labor force status:** Unemployment rate  
**Type of data:** Percent or rate  
**Age:** 16 years and over



Download:  .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2010	9.7	9.7	9.7	9.9	9.7	9.5	9.5	9.6	9.6				

Sample Investment  
Agreements



Dated: \_\_\_\_\_, 2010

Name: \_\_\_\_\_

No.: \_\_\_\_\_

**SAMPLE CONFIDENTIAL PRIVATE OFFERING MEMORANDUM**  
**[ ] UNIT[S]**  
**OF**  
**[L.P. I], LP**  
**(A California Limited Partnership)**

[\$x million] of

Limited Partnership Interests  
\$500,000 per Interest ("Unit")

Contact:

**Inland Empire Renewable Energy Regional Center, LLC**

17700 Castleton St. #488

City of Industry, CA 91745

Telephone: [ ]

Attn: [ ]

CONFIDENTIAL PRIVATE OFFERING MEMORANDUM

\_\_\_\_ UNITS OF  
[L.P. I], LP

This Confidential Private Offering Memorandum (this “**Memorandum**”) is submitted on a confidential basis for use by a limited number of potential investors (hereinafter, “**Investors**” or “**Subscribers**”) solely in consideration of the acquisition of the above captioned securities. The acceptance of this Memorandum constitutes agreement on the part of the recipient hereof and its representatives to maintain the confidentiality of the information contained herein. This Memorandum may not be reproduced in whole or in part, and its use for any purpose other than an investment in the securities described herein is not authorized and is prohibited.

[L.P. I], LP, a California limited partnership (variously hereinafter, the “**Offeror**,” the “**Partnership**,” or the “**Company**”) hereby offers (the “**Offering**”) \$[x million] of limited partnership interests (“**Units**”) in Offeror, which has been formed for the purpose of launching the Partnership’s business (described in further detail in this Memorandum) of financing the purchase and renovation of a vacant building for conversion into a Renewable Energy Supercenter with retail, distribution and education uses located in the City of Riverside, Riverside County, California (the “**Project**”).

The General Partner of the Partnership (the “**General Partner**”) is Inland Empire Renewable Energy Regional Center, LLC (“**Inland Empire Renewable Energy Regional Center**”), a California limited liability company with its initial principal place of business located at 17700 Castleton St. #488, City of Industry, CA 91745.

THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”) AND APPLICABLE STATE SECURITIES (“**BLUE SKY**”) LAWS, AND ARE BEING OFFERED AND SOLD ONLY TO A LIMITED NUMBER OF QUALIFIED INVESTORS IN RELIANCE ON ONE OR MORE EXEMPTIONS FROM REGISTRATION.

Contact [\_\_\_\_], [Title] of Inland Empire Renewable Energy Regional Center, LLC, at [\_\_\_\_] with questions or to secure more information.

\* \* \* \* \*

## SUMMARY OF OFFERING TERMS

The following is only a summary of certain of the information contained in this Offering Memorandum, and is qualified in its entirety by reference to the more detailed discussions contained in this Offering Memorandum below, as well as to the Exhibits hereto (all of which are incorporated fully herein by this reference). In the case of any conflict between the summary, below, and the more detailed discussion in the body of the Memorandum, the latter shall control.

- The Partnership** [L.P. I], LP is a California limited partnership with its initial principal place of business located at 17700 Castleton St. #488, City of Industry, CA 91745.
- General Partner** The General Partner of the Partnership is Inland Empire Renewable Energy Regional Center, LLC, a California limited liability company with its initial principal place of business located at 2167 Medallion Dr. #1, Union City, CA 94587.
- EB-5 Regional Center Designation** The Project is being undertaken through the direction of the General Partner, who previously received approval to establish, and now operates, the "Inland Empire Renewable Energy Regional Center" (the "**Regional Center**"). The Regional Center is a "regional center" as designated by the United States Citizenship & Immigration Services ("USCIS") under the "EB-5 Immigrant Investor Pilot Program" (the "**EB-5 Pilot Program**") to establish and solicit investment from foreign investors under the EB-5 Pilot Program. The Project is believed to be a qualifying investment under the EB-5 Pilot Program. The geographic scope of the Regional Center encompasses the contiguous California counties of Los Angeles, Orange, Riverside and San Bernadino.
- The Project** The Partnership was organized to finance the construction and management of a Renewable Energy Supercenter located in the City of Civerside, Riverside County, California. See "Description of the Project" below for more detailed descriptions of the Project.
- Minimum Investment** \$500,000 (the total contribution by any Investor, each, a "**Capital Contribution**").
- Use of Proceeds** The Partnership intends to use the proceeds of this Offering to finance the Project as described herein.
- Escrow of Capital Contributions** All Capital Contributions will be held in escrow pursuant to the Escrow Agreement for Investment Capital Contribution attached hereto as Exhibit D. If the Investor's subscription is accepted by the Partnership, his/her Capital Contribution will be held in escrow and distributed to the Partnership upon filing of such Investor's I-526 Petition with USCIS. Capital Contributions will be returned to Investors only as set forth herein. See also "Subscription" below.

**Administrative Fee**

In addition to the subscription funds, the Partnership will receive an administrative fee of (b) (4) per subscriber. The administrative fee is used to reimburse the General Partner and the Partnership for the expenses of the Offering and to otherwise compensate the General Partner for its efforts associated with setting up the Partnership and Regional Center and conducting the Offering.

**Transfer Restrictions;  
No Resale**

Units may not be transferred without the consent of the General Partner. There are other substantial restrictions on transferring Units. No market for the Units exists, and no market is expected to develop. See "EB-5 Immigration Disclosures and Risk Factors" below.

**Allocation of Profits  
and Losses**

Except as otherwise required by the Internal Revenue Code, profits and losses of the Partnership shall be allocated to the Partners as provided in the Partnership Agreement.

**Distributions**

Subject to certain restrictions, the Partnership intends to make distributions from time to time to the Limited Partner. See "The Offering" below.

**Limited Partner Voting**

Limited Partners will engage in policy making activities and be granted certain rights, powers and duties, including limited voting rights, as described in the Partnership Agreement. See Exhibit A.

**Commissions and Fees**

The Partnership may pay commissions or other fees to one or more immigration consultants, brokers, investment advisors, or other parties in connection with the sale of Units pursuant to this Offering from proceeds of the Administrative Fee.

**Tax Risks**

Investment in the Partnership involves substantial tax risks. Each Investor is advised to consult with his or her own tax advisor regarding the tax consequences of investing in the Partnership. See "EB-5 Immigration Disclosures and Risk Factors" and "Tax Considerations," below.

**Risk Factors**

An investment in the Units of the Partnership involves substantial risks, including reliance on management, general market risks, limited transferability of Units, reliance on the services of third parties, and other matters. See "EB-5 Immigration Disclosures and Risk Factors," below, for a discussion of some of these risks.

**Reports**

Partners will receive annual financial statements and K-1 statements reflecting their allocable share of the Partnership's profits and losses.

**Immigration Risk**

Neither the Partnership nor the General Partner guarantees that any Investor will be granted conditional or permanent residency in the United States as a result of their purchase of the Units of the Partnership. Each Investor must evaluate and accept the risk that he/she may not be granted residency in the United States after making their Capital Contribution and being admitted as a Limited Partner of the Partnership. See "EB-5



Immigration Disclosures and Risk Factors,” below.

**Subscription**

Investors may subscribe for the Units by executing and delivering the documents referenced in the Section entitled “Subscription,” below.

\* \* \* \* \*

## DESCRIPTION OF THE PROJECT

The Project will be developed as a 165,000 square foot “Renewable Energy Supercenter” in the City of Riverside, Riverside County, California. The Partnership will finance the purchase of an existing warehouse in Riverside, as well as the renovation and conversion of the space into the supercenter. The Project will include office space, retail space, a distribution center and educational facilities. Upon completion of renovation, the Partnership will coordinate the management and operation of the Project.

The Partnership believes that the Project will benefit from the following:

- Excellent location. Riverside County benefits from a strategic urban location coupled with an advantageous cost of living. The population has increased in recent years as people move to the area from the more expensive Los Angeles and San Diego Counties. Moreover, the city and county governments have implemented a variety of environmentally friendly and energy-saving initiatives over the past few years, which will most likely benefit the Project.
- Full-Service nature of various aspects of Project. The Project will offer a wide range of products and services to the Riverside population, including retail sales, education, professional services, and installation and upkeep of renewable energy products. This “full-service” approach will likely attract a large portion of the local population, in addition to creating jobs across a wide swath of sectors, from warehouse/distribution workers to professional educators.
- Strong developer with proven track record. The General Partner will partner with a developer with a strong track record developing similar complexes.

According to publicly available sources and/or the economic impact analysis prepared by Evans, Carroll & Associates, Riverside County had an estimated population of 2,125,440 in 2009. The county population grew by over 600,000 from 2000-2009. 83.5% of the workforce lives in the county. The Project will be located in Census Tract [ ] in Riverside County, which had an unemployment rate of [ ]% in 2009, qualifying it as a Targeted Employment Area (as defined in “EB-5 Immigration Disclosures and Risk Factors,” below).

The Project hopes to provide a range of economic and employment benefits to the local population. Numerous jobs will stem from the renovation and build-out of the warehouse, as well as from the retail business, administrative offices and educational facilities complementing the space. The Partnership also anticipates increased labor earnings and increased state/local government tax revenue for the area.

For additional information about the project, please contact the General Partner.

\* \* \* \* \*

**MANAGEMENT, ADVISORS, AND CONSULTANTS  
BIOGRAPHIES**

***BIOGRAPHIES***

**Inland Empire Renewable Energy Regional Center, LLC (the General Partner)**

The General Partner of the Partnership is Inland Empire Renewable Energy Regional Center, LLC, a California limited liability company organized on [\_\_\_\_], 2010, with its principal place of business located at 17700 Castleton St. #488, City of Industry, CA 91745.

**The Regional Center**

In 2010, Inland Empire Renewable Energy Regional Center, LLC applied under the EB-5 Immigration Investor Pilot Program as a “regional center” for the specific purpose of investing EB-5 monies into targeted commercial enterprises located in the geographic area of the Regional Center. On \_\_\_\_\_, 2010, the Regional Center received designation as an EB-5 Regional Center approving it to solicit qualifying investments from foreign investors, and administer those investments, under the EB-5 Pilot Program. Under the title of “Inland Empire Renewable Energy Regional Center,” the Regional Center was approved for five (5) industry clusters: (1) Distribution Centers, (2) Retail, (3) Professional Office Space, (4) Education Centers, and (5) Renewable Energy Projects. On September 2, 2010, the California Business, Transportation, and Housing Agency issued a letter to the General Partner, certifying that the Project is located in a “high unemployment area” within the meaning of 8 C.F.R. § 204.6(e). See “EB-5 Immigration Disclosures and Risk Factors,” below.

**Evans, Carroll and Associates, Inc.**

The Economic Impact Analysis for the Project was prepared by Evans, Carroll & Associates ([www.evanscb5.com](http://www.evanscb5.com)), a firm based in Boca Raton, Florida that specializes in economic analysis for EB-5 programs, economic impact studies of development projects and new construction, models of state and local tax receipts, impact of current and proposed government legislation, and construction of econometric models for individual industries and companies.

**David Hsu, Chief Executive Officer**

David Hsu will be acting as CEO of the Regional Center. Mr. Hsu is an entrepreneur with an extensive background in marketing who also leads the executive team at SolarMax Technology, Inc. He has over 20 years of experience in sales, international business development and management in the automobile and energy industry. Previously, Mr. Hsu served as a consultant in a leading photovoltaic panel manufacturer and solar energy company.

**Dong Pu, President**

Mr. Pu will be acting as President of the Regional Center. Mr. Pu is a recognized real estate investor and developer, and he funded his first real estate company in 2002. Since then, he has successfully developed hundreds of projects in Shanghai and eastern China. Mr. Pu is credited as the Pioneer of Green Building developments. Mr. Pu received his EMBA from Fudan University in 2003.

**[Developer and others]**

\* \* \* \* \*

## FINANCIAL CONSIDERATIONS

The financial projections presented herein contain “forward-looking statements” based on the General Partner’s experience and expectations and are subject to a number of risk factors. Please review carefully the section entitled “EB-5 Immigration Disclosures and Risk Factors,” below.

### *Loan Proceeds*

(b) (4)



For more information or to see the Loan documentation, please contact the General Partner.

### *In General*

The Project has no operating history. The Partnership expects that the Project will generate revenues through multiple profit centers after completion of renovation and the start of operation of the Project.

### *Project Construction Cost Estimates*

The Partnership estimates that the total capital required to finance the Project is approximately \$[x million]. Renovation costs, site development, asset purchases, fixtures, equipment, labor, operating and financial reserves, and land costs are currently estimated at totaling approximately \$[x million].

For more information on the renovation and development cost estimates, please contact the General Partner.

\* \* \* \* \*

## THE OFFERING

The Offering consists of [ ] Unit[s] at a per Unit price of \$500,000.00, and is being offered on a “best-efforts” private placement basis only to accredited investors. The Partnership will not accept subscriptions for fractional interests of a Unit or investments in an amount less than \$500,000.00 per Unit. The Partnership may accept or reject any subscription in its sole and absolute discretion.

The Partnership may, in its sole and absolute discretion, cancel, terminate, close, or extend the Offering at any time. In the event the Offering is canceled or terminated, the General Partner shall return subscription amounts to the subscribers.

### *Administrative Fee*

In addition to the minimum investment of \$500,000, each individual Subscriber is required to pay an administrative fee of (b) (4).

### *Return on Investment*

(b) (4)

\* \* \* \* \*

## TAX CONSIDERATIONS

PROSPECTIVE INVESTORS ARE URGED TO CONSULT WITH THEIR PERSONAL TAX ADVISERS REGARDING THE FEDERAL, STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES ARISING FROM THE PURCHASE, OWNERSHIP, AND SALE OF UNITS.

It is intended that the Partnership will be classified and treated as a partnership for U.S. federal income tax purposes. There can be no assurance that the relevant law will not be changed during the life of the Partnership or that the Partnership Agreement will not be amended in a manner that might cause the Partnership to be taxed other than as a partnership.

As a partnership for U.S. federal income tax purposes, the Partnership itself is not subject to federal income tax. Each Partner, however, will be required to report on its U.S. federal income tax or information return each year its distributive share, whether or not actually distributed, of the income, gains, losses, deductions, or credits of the Partnership. If the Partnership were not treated as a partnership for U.S. federal income tax purposes, but were taxed as a corporation in any year, its taxable income would be taxable to the Partnership and not to the Members, and distributions by the Company to the Members would, to the extent of the Company’s earnings and profits, be taxable to the Members as dividend income.

\* \* \* \* \*



## EB-5 IMMIGRATION DISCLOSURES AND RISK FACTORS

Although this Offering has been structured to maximize the possibility that Investors will be able to meet the requirements of the immigrant investor (EB-5) visa category under U.S. immigration laws currently in effect as of the date of this Memorandum, no guarantee or assurance can be given that an Investor will obtain conditional resident alien status from the U.S. Citizenship and Immigration Services ("USCIS") or that, if obtained, that the USCIS will ultimately remove such conditional status in the future. It is possible lawful permanent resident status may not be approved or may be delayed due to factors outside the control of the Limited Partnership or the Investor, such as changes in current laws, regulations and policies or circumstances specific to the Investor. It is impossible to predict processing times for immigrant petitions as well as immigrant visa processing or adjustment of status. Investors who obtain conditional or permanent residence status must intend to make the United States their primary residence. Permanent residents who continue to live abroad risk revocation of their conditional or permanent residence status. Investors are urged to seek professional advice to better understand the EB-5 immigration process, relevant visa quotas, and thoroughly familiarize themselves with the extent of their immigration risks associated with this Offering.

AN INVESTMENT IN THE PARTNERSHIP HAS CERTAIN ELEMENTS OF RISK DIFFERENT FROM AND/OR GREATER THAN THOSE ASSOCIATED WITH OTHER INVESTMENTS. THE HIGHER DEGREE OF RISK MAKES AN INVESTMENT IN THE PARTNERSHIP SUITABLE ONLY FOR INVESTORS (i) WHO HAVE A CONTINUING LEVEL OF ANNUAL INCOME AND A SUBSTANTIAL NET WORTH, (ii) WHO CAN AFFORD TO BEAR THOSE RISKS, (iii) WHO HAVE PREVIOUSLY MADE INVESTMENTS OF THE NATURE AND RISK OF THIS OFFERING, AND (iv) WHO HAVE NO NEED FOR LIQUIDITY FROM THESE INVESTMENTS. EACH INVESTOR SHOULD CONSIDER CAREFULLY THE RISK FACTORS ASSOCIATED WITH THIS INVESTMENT, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING, AND SHOULD CONSULT HIS OR HER OWN LEGAL, TAX, AND FINANCIAL ADVISORS WITH RESPECT THERETO. INVESTORS UNABLE OR UNWILLING TO ASSUME THE FOLLOWING RISKS, AMONG OTHERS, MUST NOT CONSIDER AN INVESTMENT IN THE PARTNERSHIP.

***Lack of Operating History.*** The Partnership is being formed for the specific purpose of acquiring the applicable property and developing and operating the Project. Accordingly, the Partnership has no operating history. The Partnership has described certain aspects and projections for this Project in this Memorandum which are based primarily on its own knowledge and its experience, which is limited, and has not been verified.

***General Risks of Real Estate Ownership.*** The Partnership's investment in the Project will be subject to the risks generally incident to the ownership of real property and factors which are beyond the control of the Partnership and the General Partner.

***Future Market Value of the Project.*** The economic future of the geographic area of the Project, future construction activity, interest rates, demographic changes, changes in tax laws, and numerous other factors will determine the future market value of the Project. There is no assurance that the Project will increase in value or even maintain its current value.

***Distributions from Operations.*** Because distributions are related to market conditions for rentals, vacancy factors, costs of operating the Project, and numerous other factors, there is no assurance that

there will be cash from operations available for distribution to Limited Partners of the Partnership as dividends or otherwise.

***Illiquidity.*** The Units are a highly illiquid asset in that they cannot be readily sold or pledged as collateral for a loan or other obligation.

***Potential Conflict of Interest.*** The obligations of the General Partner to the Partnership are not exclusive, and the General Partner need only devote so much time to the Partnership's affairs as the General Partner, in its sole discretion, determines to be necessary to manage the Partnership's business. The General Partner and/or its affiliates may, from time to time, be involved in the development of other properties that may compete with the Project.

***Construction Risks.*** The Project development involves significant construction activity. Unanticipated delays and/or cost increases may require the Partnership to raise or borrow additional capital to complete construction of the Project. In addition, failure to complete Project development according to the Project's original specifications or schedule, if at all, may give rise to potential liabilities affecting the Investors' return on investment in the Units.

***No Firm Commitments to Purchase Units.*** No commitment exists by anyone to purchase all, or any portion, of the Units being offered. The Partnership can give no assurance that the Offering of the Units will be completely sold.

***Lack of Diversification.*** The Partnership will have all of its resources initially invested in the development of the Project and related marketing initiatives. This lack of diversification increases the risk of materially adverse results, including an Investor's loss of his entire investment.

***Dependence on Management and Personnel.*** The Partnership is dependent upon the continued involvement of Inland Empire Renewable Energy Regional Center, LLC and its members in this Project personally. The loss of Inland Empire Renewable Energy Regional Center, LLC's services (or those of its members) could have a material adverse effect on the Partnership's business, financial condition, and results of operations.

***Competition.*** In addition to the market for the Partnership's proposed Project property currently having intense competition, at a future date a similar development may be constructed in the proposed vicinity of the Project. This competition may reduce revenues and net income.

***Financial Risks.*** Developing and establishing a market share for the Project may require a substantial additional investment of capital and other resources, primarily in marketing the Project's tenants' products and/or services and convincing potential tenants and patrons that its facilities, and by extension its developments, are safe and desirable.

***Government Regulation.*** Regulations, regulatory actions, and court decisions in the future could have both a positive and/or negative impact on the operations and financial condition of the Project and its ability to compete. Additionally, the Partnership will be under substantial scrutiny by USCIS.



## SUBSCRIPTION

### *Who May Subscribe*

This Offering is only available to qualified investors. By subscribing for the Offering, the Investor must be able to make representations and warranties in the Subscription Agreement (Exhibit B). If a potential Investor has received this Memorandum or investment package in error, or if such person does not qualify as an investor, please notify the Offeror immediately.

### *Subscription Process*

Investors may subscribe for the Units by executing and delivering the Partnership Agreement (Exhibit A), Subscription Agreement (Exhibit B), Investor Questionnaire (Exhibit C), Escrow Agreement for Investment Capital Contribution (Exhibit D), and Escrow Agreement for Administrative Fee (Exhibit E), as well as his/her subscription amount and the Administrative Fee, to the Partnership. The subscription amount and the Administrative Fee may be sent to the Partnership in one check or one wire.

In addition to the subscription process, a foreign Investor may need to complete the necessary steps to prepare and submit his or her immigration application to USCIS. Such Investor should consult in depth with a qualified U.S. immigration attorney regarding the general probability of success of any such EB-5 case, and, more importantly, potential issues and problems of the Investor's individual case, as well as how to best structure or tailor such EB-5 case.

### *Acceptance of Subscription*

Acceptance of any subscription to purchase the Units is subject to (i) acceptance of the subscription in the General Partner's sole discretion; (ii) the determination of compliance with various securities laws in the General Partner's sole discretion; (iii) receipt of all documentation required by the Offeror to be executed and received; and (iv) the availability and accuracy of all documentation and information provided. The Offeror will have the right to accept or reject any subscription at any time at or prior to the closing of the Offering or such later date as it may determine, in its sole and exclusive discretion.

### *Escrow*

All subscription amounts and Administrative Fees will be held in escrow pursuant to the Escrow Agreement for Investment Capital Contribution attached hereto as Exhibit D and the Escrow Agreement for Administrative Fee attached hereto as Exhibit E. Upon receipt of all required deliveries from an Investor, his/her subscription will either be accepted or rejected by the Partnership. If accepted, the Investor's subscription amount and Administrative Fee will remain in escrow until his/her I-526 Petition is filed, and as otherwise provided in the Escrow Agreement.

In the event that a subscription is not accepted, or USCIS rejects the Investor's I-526 Petition, the subscription amount shall be returned to the Investor without interest.

\* \* \* \* \*



Inland Empire Renewable Energy Regional Center, LLC  
17700 Castleton St. #488  
City of Industry, CA 91745  
Telephone: [ ]

Re: [L.P. I], LP

Ladies and Gentlemen:

The undersigned (the "Investor") hereby subscribes to purchase limited partnership interests ("Interests"), in the investment amount (the "Investment Amount") of five hundred thousand dollars (\$500,000) per unit, in [L.P. I], LP, a California limited partnership (the "Limited Partnership") and hereby pays an additional (b) (4) 0) as an additional administrative fee (the "Administrative Fee") to be kept and used by the Limited Partnership and/or Inland Empire Renewable Energy Regional Center, LLC, the general partner of the Limited Partnership (the "General Partner"). The Investor understands that the Limited Partnership and/or the General Partner may reject this subscription for any reason. If this subscription is rejected, the Investment Amount and Administrative Fee shall be returned to the Investor without interest.

The Investor acknowledges that the information contained herein is being furnished to determine whether the Investor's Subscription Agreement complies with the requirements of various securities laws, including Section 4(2) of the Securities Act of 1933, as amended (the "Federal Act"), Regulation D ("Regulation D") and Regulation S ("Regulation S"), as well as the requirements of certain state securities laws. The Investor understands that the General Partner and the Limited Partnership will rely upon the information contained herein for purposes of such determination.

For purposes of such investment in the Limited Partnership, the Investor hereby represents, warrants, and agrees as follows:

1. **General Representations and Warranties.** The Investor hereby represents and warrants as follows to the Limited Partnership and the General Partner:
  - (a) *General Information.* The general information regarding the Investor previously submitted, submitted hereby, or to be submitted in the future to the Limited Partnership, including, but not limited to the Investor Eligibility Questionnaire, is and shall be true, complete, and correct.
  - (b) *Accredited Investor Status.* The Investor has reviewed the definition of "accredited investor" as such term is defined in Rule 501 of Regulation D, and the Investor meets one or more of the requirements to qualify as an "accredited investor."
  - (c) *Regulation S Compliance.* If the Investor is subscribing to purchase Interests outside the United States, the Investor has delivered to the Limited Partnership a copy of an IRS Form W-8 completed by the Investor.

- (d) *Knowledge and Experience.* The Investor has such knowledge and experience in financial, tax, and business matters that it is capable of evaluating the merits and risks of acquisition of the Interests and of making an informed investment decision with respect to such investment.
- (e) *Investment Intent.* The Investor is acquiring the Interests for its own account, for investment purposes only, and not with a view to the resale or other distribution thereof, in whole or in part.
- (f) *Review of Investment.* The Investor has investigated the purchase of Interests in the Limited Partnership to the extent it has deemed necessary or desirable and has determined that the Interests are a suitable investment for the Investor.
- (g) *Ability to Bear Risks.* The Investor is able to bear the economic risks associated with an investment in the Limited Partnership.
- (h) *Private Offer.* The Investor is subscribing to purchase the Interests outside the United States and the Limited Partnership's offer of Interests was privately communicated to the Investor.
- (i) *Taxpayer Identification.* Under penalty of perjury, the Investor certifies that the taxpayer identification number supplied to the Limited Partnership is or will be the Investor's correct taxpayer identification number and that the Investor is not subject to backup withholding under section 3406(a)(1)(c) of the Internal Revenue Code, as amended ("IRC"). The Investor shall promptly provide the Limited Partnership with a taxpayer identification number at the request of the General Partner or the Limited Partnership.
- (j) *Compliance.* Investor acknowledges that the Limited Partnership will not accept the investment of funds by any Investor acting, directly or indirectly, in contravention of any applicable anti-money laundering regulations or conventions of the United States or any applicable international jurisdictions, or on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Financial Action Task Force on Money Laundering of Organization for Economic Cooperation and Development, Office of Foreign Assets Control of U.S. Department of the Treasury, U.S. Securities and Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, or U.S. Internal Revenue Service, all as may be amended from time to time ("Prohibited Investments"). Investor's subscription for the Interests is not a Prohibited Investment.

2. **EB-5 Investors.**

- (a) Independent Counsel. The Investor shall hire an independent counsel for immigration processing and other legal matters. The Investor shall be responsible for payment of legal fees and costs. The General Partner reserves the right to

approve the Investor's choice of counsel to insure that such counsel has experience processing EB-5 regional center visa petitions.

- (b) **Filing the Immigration Petition.** The General Partner shall use reasonable efforts to assist the Investor's counsel with the filing of Investors I-526 and I-829 petitions, and verifying required direct and indirect employment until the removal of the Investor's conditional permanent residency. The General Partner shall not charge additional fees to assist with the Investor's permanent residence application.
- (c) **Denial of I-526 Petition, Adjustment of Status or Immigrant Visa Application.** If the Investor's I-526 petition, including adjustment of status or consular interview processing, is denied, the Limited Partnership shall return the Investor's Investment Amount and the Administrative Fee within ninety (90) days of the Investor's written request. In the event any I-526 Petition, adjustment of status or immigrant visa application is denied as described above, the Investor's rights are limited to the return of his capital contribution, or portions thereof, as set forth herein.
3. **Notice of Changes.** The Investor will promptly notify the General Partner in writing of any changes in the representations, warranties, and covenants it makes under this Subscription Agreement. Absent any such notice, such representations shall be deemed made by the Investor at the time of each investment by it in the Limited Partnership, and may be relied upon as complete and correct by the General Partner and the Limited Partnership.
4. **Additional Information.** The Investor acknowledges that the Limited Partnership and the General Partner may require other documentation in addition to this Subscription Agreement, and the Limited Partnership and the General Partner reserves the right to request such documentation prior to deciding whether or not to accept this subscription.
5. **Adoption of LP Agreement.** Effective upon the acceptance of this Subscription Agreement by the Limited Partnership, the Investor hereby accepts, adopts and agrees to be bound by each and every provision contained in the LP Agreement, and agrees to become a Limited Partner, as defined therein.
6. **Indemnification.** The Investor agrees to indemnify and hold harmless the General Partner, each other owner of Interests, and the Limited Partnership from and against any and all losses, liabilities, claims, damages and expenses (including any expense reasonably incurred in investigating, preparing or defending against any claim whatsoever) related to any false representation or breach of any warranty or agreement contained herein.
7. **Successors of the Investor.** The representations, warranties, covenants, and agreements in this Subscription Agreement shall be binding on the Investor's successors, permitted assigns, heirs and legal representatives and shall inure to the benefit of the respective successors and assigns of the General Partner and the Limited Partnership.



8. **Privacy.** The Investor agrees that information supplied in this Subscription Agreement and otherwise in connection with his or her subscription for the Interests may be retained by the Limited Partnership or the General Partner and will be used for the purposes of processing the subscription.
9. **Confidentiality.** The Investor understands that this Subscription Agreement and all other documents delivered to the Investor in connection with this private placement of the Interests are confidential documents prepared solely for the benefit of qualified investors acceptable to the Limited Partnership. The Investor agrees that he or she will not reproduce or distribute any of such documents in whole or in part and if this subscription is rejected he or she will promptly return the subscription materials to the Limited Partnership.
10. **Counterparts and Delivery.** This Subscription Agreement may be executed in any number of counterparts, each of which shall be considered an original. Delivery of a copy of this Subscription Agreement bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.
11. **Applicable Law and Jurisdiction.** Except to the extent covered by applicable United States federal law, this Subscription Agreement and the rights and obligations of the parties hereto with respect to the subscription shall be interpreted and enforced in accordance with, and governed by, the laws of the State of California applicable to agreements made and to be performed wholly within that jurisdiction.
12. **Entirety of Agreement; Amendment.** This Subscription Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements (whether oral or written), and may not be amended, modified, terminated or revoked except by written agreement of the parties. In the event of any conflict between the LP Agreement and this Subscription Agreement, the LP Agreement will prevail.

\*\*\*\*\*

*(signature page follows)*

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement as of \_\_\_\_\_, \_\_\_\_\_.

**SIGNATURE FOR INVESTOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**ACCEPTANCE**

Inland Empire Renewable Energy Regional Center, LLC, as general partner of the Limited Partnership, hereby accepts the above subscription to acquire Interests.

Dated: \_\_\_\_\_

Inland Empire Renewable Energy Regional Center, LLC  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Sample Escrow  
Agreement

**SAMPLE ESCROW AGREEMENT  
FOR INVESTMENT CAPITAL CONTRIBUTION**

This Escrow Agreement for Investment Capital Contribution (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_ 2010, by and among the undersigned investor (the "Investor"), [L.P. I], LP, a California limited partnership (hereinafter called the "Company"), and [\_\_\_\_], a [\_\_\_\_] (hereinafter called the "Escrow Agent").

WHEREAS, pursuant to the terms of the Subscription Agreement, the Investor is required to deposit the capital contribution in the amount of \$500,000 (the "Capital Contribution") into an escrow account held by the Escrow Agent (the "Escrow Account").

WHEREAS, the Escrow Agent, the Company and the Investor now desire to enter into an agreement governing the terms and conditions of the escrow of the Capital Contribution;

NOW THEREFORE it is agreed:

**1. Definitions**

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Subscription Agreement.

**2. Currency**

All dollar amounts expressed herein are in the lawful currency of the United States of America.

**3. Appointment of Escrow Agent; Escrow Agent Fee**

The Escrow Agent is hereby appointed to act, and the Escrow Agent agrees to act, as escrow agent in accordance with the terms and conditions of this Agreement. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit A (the "Escrow Agent Fee"), which shall be paid by the Company and may be deducted from the Administration Fee to the extent the Company is entitled to receive such fee.

**4. Capital Contribution**

The Company shall deliver the Capital Contribution in the amount of \$500,000 to the Escrow Agent by certified or cashier's check or by wire transfer of funds. The Escrow Agent hereby agrees to hold the Capital Contribution in a bank account, which shall include the name of the Company or some other identification that reasonably identifies the Company.

**5. Company Requirements**

The Company shall supply to the Escrow Agent copies of such documentation that the Escrow Agent deems appropriate in its reasonable discretion.

## **6. Release of Escrowed Funds**

6.1 The Escrow Agent shall release the Capital Contribution and all other amounts in the Escrow Account to the Company upon Escrow Agent's receipt of copies of (i) the Company's written notice to the Investor regarding the closing of the subscription and (ii) USCIS' notice of receipt for the Investor's Form I-526 Petition evidencing filing.

6.2 The Escrow Agent shall release the Capital Contribution without interest to the Investor and release any remaining amounts in the Escrow Account to the Company upon Escrow Agent's receipt of a copy of the Company's written notice to the Investor regarding the rejection of the Investor's subscription or the cancellation of the Offering.

6.3 The Escrow Agent shall release the Capital Contribution without interest to the Investor and release any remaining amounts in the Escrow Account to the Company upon Escrow Agent's receipt of notice by the Company that the Company is terminating the Investor's subscription due to the USCIS's denial of approval of Investor's Form I-526 Petition.

## **7. Investment of Escrow Funds.**

The Escrow Agent shall invest the Capital Contribution as directed by the Company in writing, in an interest earning deposit account offered by the Escrow Agent. Any accrued interest earned shall be used first to pay the Escrow Agent Fee and the balance will be paid to the Company.

## **8. Termination**

This Agreement, other than Section 9 and the immunity provisions of Section 10, shall terminate and cease to be of any further force or effect on the date that the last of the escrowed funds have been released pursuant to this Agreement. The provisions of Section 9 and the immunity provisions of Section 10 shall continue in effect indefinitely notwithstanding the resignation or removal of the Escrow Agent, the payment of all amounts required to be paid hereunder or the termination of this Agreement.

## **9. Indemnification of Escrow Agent**

The Company and Investor severally agree to indemnify the Escrow Agent, its officers and directors from, and to hold it harmless against, any loss, liability, claims, damages or expense incurred or suffered by it arising from a claim against it made by the parties hereto or a third party in connection with this Agreement, except to the extent that such loss, liability or expense is the result of the bad faith, gross negligence or willful misconduct of the Escrow Agent. The Escrow Agent shall be entitled to rely absolutely on documents and written notices delivered to it pursuant to this Agreement without independent verification or inspection. The Escrow Agent shall not be responsible for any losses resulting from the sale or depreciation in the market value of such investment thereof.

## **10. Rights, Duties and Immunities of Escrow Agent**

Acceptance by the Escrow Agent of its duties under this Agreement is subject to the following terms and conditions, which the parties to this Agreement hereby agree shall govern and control the rights, duties and immunities of the Escrow Agent.

10.1 The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and applicable law and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set out in this Agreement and applicable law. The Escrow Agent shall not be required to inquire as to the performance or observation of any obligation, term or condition under the Subscription Agreement. The Escrow Agent is not a party to, and is not bound by, any agreement or other document out of which this Agreement may arise. The Escrow Agent shall not be subject to any liability to any party hereto by reason of any failure on the part of any party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. The Escrow Agent shall not be bound by any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a writing delivered to the Escrow Agent signed by the proper party or parties and, if the duties or rights of the Escrow Agent are affected, unless it shall give its prior written consent thereto. This Agreement shall not be deemed to create a fiduciary relationship between the parties hereto under state or federal law.

10.2 The Escrow Agent shall not be responsible in any manner for the validity or sufficiency of this Agreement or of any property delivered hereunder, or for the value or collectability of any note, check or other instrument, if any, so delivered, or for any representations made or obligations assumed by any party other than the Escrow Agent. Nothing herein shall be deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have first been received by the Escrow Agent pursuant to this Agreement.

10.3 The Escrow Agent shall rely only upon the instructions of the Company, its general partner and any authorized signatory thereof (each, an "Authorized Party") with respect to any notice, certificate, instrument, demand, request, direction, instruction, waiver, receipt, consent or other document or communication required or permitted to be furnished to the Escrow Agent hereunder, and the Escrow Agent shall not rely on any instructions delivered by any other person. The Escrow Agent shall be fully protected in acting or and relying upon any written notice, direction, request, waiver, consent, receipts or other paper or document which the Escrow Agent in good faith believes to have been signed and presented by an Authorized Party.

10.4 The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in act or law, or for anything which it may do or refrain from doing in connection herewith, except its own

bad faith, gross negligence or willful misconduct.

10.5 The Escrow Agent 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 it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel.

10.6 The parties hereto agree that should any dispute arise with respect to the payment, ownership or right of possession of the Escrow Account, the Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, except for its bad faith, willful misconduct, or gross negligence, all or any part of the Escrow Account until such dispute shall have been settled either by mutual agreement by the parties concerned or by the final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States of America, and a notice executed by the parties to the dispute or their authorized representatives shall have been delivered to the Escrow Agent setting forth the resolution of the dispute.

#### **11. Resignation of Escrow Agent**

The Escrow Agent shall have the right to resign upon thirty (30) days written notice to the Company and the Investor. In the event of such resignation, the Company shall appoint a successor escrow agent hereunder by delivering to the Escrow Agent a written notice of such appointment. Upon receipt of such notice, the Escrow Agent shall deliver to the designated successor escrow agent all money and other property held hereunder and shall thereupon be released and discharged from any and all further responsibilities whatsoever under this Agreement provided, however, that the Escrow Agent shall not be deprived of its compensation earned prior to such time.

#### **12. Headings**

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

#### **13. Invalidity of Provisions**

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

#### **14. Entire Agreement; Waiver**

This Agreement constitute the entire agreement between the parties hereto pertaining to the subject matter hereof. There are no warranties, representations or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to in this Agreement. Except as expressly provided in this Agreement, no amendment, waiver or termination of this Agreement shall be binding unless executed in

writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

**15. Governing Law; Venue**

This Agreement shall be governed by and construed in accordance with the laws of California and the laws of the United States applicable therein and the courts of California shall have exclusive jurisdiction in connection with any disputes under this Agreement. Each of the parties hereto submits to personal jurisdiction in the State of California for the enforcement of this Agreement and waives any and all personal rights to object to such jurisdiction with respect to any action or proceeding related to this Agreement.

**16. Successors and Assigns**

This Agreement shall be binding upon and ensure to the benefit of the parties and their respective successors and assigns.

**17. Notice**

All notices or other communications given or made hereunder shall be in writing and shall be delivered personally, by messenger or by mail, postage prepaid, to the address or facsimile number set forth below in this Section or on the signature page. Delivery of any notice shall be deemed made on the date of actual receipt if personally delivered. Any such notice sent by regular mail shall be deemed delivered 10 days after the same is mailed by regular mail or immediately upon acknowledgement of receipt. Notices delivered by a reputable overnight courier that guarantees next day delivery shall be deemed delivered two business days after delivery of the same to the courier. Notices transmitted by facsimile transmission shall be deemed delivered upon telephonic confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via mail. A party may change its address for notice by notice to each other party given in accordance with this Section.

**If to Escrow Agent:**

[address]

**If to Company:**

[address]

**18. Execution of Counterparts**

This Agreement may be signed in counterparts, by original or facsimile signature, and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same Agreement.

**[Signature Section on Following Page]**



IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.

**"COMPANY"**  
[L.P. I], LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_, Manager

**"ESCROW AGENT"**  
[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:





## SAMPLE LIMITED PARTNERSHIP AGREEMENT OF

[L.P. I], LP

This limited partnership agreement (this "Agreement") is entered into as of \_\_\_\_\_, 2010 ("Effective Date"), by and among Inland Empire Renewable Energy Regional Center, LLC, a California limited liability company, as general partner ("General Partner"), and the persons listed on Exhibit A attached hereto as the limited partners, as such exhibit may be updated from time to time in accordance with this Agreement (collectively, "Limited Partners," and separately, "Limited Partner"). The General Partner and the Limited Partners are referred to in this Agreement collectively as "Partners" and separately as "Partner."

### Recitals

A. [L.P. I], LP, a California limited partnership, was formed upon the filing of its Certificate of Limited Partnership with the California Department of State on [\_\_\_\_\_] ("the Partnership").

B. The Partners desire to enter into this Agreement to specify their respective rights, duties, and obligations.

Now, therefore, the Partners agree as follows:

## 1 Formation and Name

- 1.1 **Formation.** The Partnership was organized by the General Partner under the provisions of the Revised Uniform Limited Partnership Act of 2001, as codified in the California Revised Uniform Limited Partnership Act of 2008, as set forth in the California Corporations Code Chapter 15900 et seq. as amended from time to time ("Re-RULPA"). The limited partnership interests in the Partnership shall be represented by one or more units of ownership in the Partnership ("Units") issued to those Limited Partners who shall be admitted to the Partnership upon acceptance of their respective counterpart signature pages by the General Partner, each of which shall be effective as of the date of such acceptance.
- 1.2 **Name.** The name of the Partnership is [L.P. I], LP.
- 1.3 **Name Change.** The General Partner may change the name of the Partnership or adopt such trade or fictitious names as it may determine appropriate, from time to time.
- 1.4 **Registered Office and Agent.** The registered agent of the Partnership shall be [\_\_\_\_\_] and the registered office shall be the principal place of business of the registered agent. The General Partner may change the registered agent or registered office from time to time.

- 1.5 **Annual Report.** As required by law, the General Partner shall cause the Partnership to file an annual report with the Secretary of State each calendar year, on the form provided by the Secretary of State. The General Partner shall cause the Partnership to maintain at its principal office a copy of the three most recent annual reports filed by the Partnership with the California Department of State.
- 1.6 **Names and Addresses of the Partners.** The names and addresses of the General and Limited Partners are set forth in Exhibit A, which exhibit shall be updated from time to time by the General Partner.
- 1.7 **Purpose.** The sole purpose of the Partnership is to operate as an investment partnership under the EB-5 Immigrant Investor Pilot Program to finance the purchase and renovation of a warehouse for conversion into a Renewable Energy Supercenter located in Riverside County, California (the "Project"). The Partnership has been structured to comply with the requirements of the USCIS criteria for Immigrant Investors, as defined under Section 203(b)(5) of the Immigration and Nationality Act.
- 1.8 **Principal Place of Business.** The principal place of business of the Partnership shall be at 17700 Castleton St. #488, City of Industry, CA 91745, which is a Targeted Employment Area. The General Partner may change the principal place of business of the Partnership from time to time.
- 1.9 **Term.** The term of the Partnership commenced on [\_\_\_\_], the date stated in the Certificate of Limited Partnership filed in the office of the California Secretary of State in accordance with Re-RULPA and shall continue until the winding up and liquidation of the Partnership and its business is completed following a Liquidating Event, as provided in Section 9.1.

## 2 Capital Contributions by Partners

- 2.1 **Capital Accounts.** The Partnership shall establish and maintain an individual capital account for each Partner (collectively, "Capital Accounts" and each individually, a "Capital Account"), which Capital Accounts shall be determined and maintained in accordance with the provisions set forth in Treas Reg §1.704-1(b)(2)(iv).
- 2.2 **Initial Capital.** Each Limited Partner shall contribute cash in the amount of \$500,000.00 per Unit (each, a "Capital Contribution") to the capital of the Partnership, for which that Partner shall receive a corresponding credit to its Capital Account.
- 2.3 **Additional Capital Contributions.** No Partner shall be obligated to contribute additional capital to the Partnership.
- 2.4 **No Interest or Guaranty.** No Partner shall be entitled to receive interest on the unreturned balance of that Partner's Capital Contribution. No Partner guarantees the return of any other Partner's Capital Contribution or any other investment in the Partnership.

- 2.5 **No Withdrawal.** Except as expressly provided otherwise in this Agreement, no Partner shall have the right, without the prior written consent of all Partners, to withdraw from the Partnership or withdraw all or any part of its Capital Contribution from the Partnership.
- 2.6 **Visa Process Denial.** In the event that a Limited Partner's I-526 application is denied, upon receipt by the General Partner of notice to such effect, it shall return the Limited Partner's Capital Contribution within ninety days of the Limited Partner's written request.

### 3 Percentage Interests

- 3.1 **Definitions.** For purposes of this Agreement:
- 3.1.1 "EB-5 Minimum Capital Requirement" means the minimum amount of money necessary for a Limited Partner at the time he or she is admitted to the Partnership to meet the investment requirement of then applicable EB-5 Program rules and regulations. At the date of this agreement, such minimum investment amount is \$500,000.
- 3.1.2 "EB-5 Program" means the EB-5 immigrant investment program established pursuant to the Immigration Act.
- 3.1.3 "Immigration Act" means 8 U.S.C. §1153 (b)(5)(A)(i)-(iii),(C).
- 3.1.4 "Net Cash Flow" means income received from the operation of the Partnership, after deducting funds used to pay all expenses and debts of the Partnership, including administrative operational expenses, debt payments, capital improvements, and less the amount set aside by the General Partner, in the exercise of its sole discretion, for reserves.
- 3.1.5 "Unrecovered Capital Contribution" means an amount equal to the excess, if any, of the Capital Contribution made by a Unit holder (or that Unit holder's predecessor in interest) over the aggregate amount of distributions received by that Unit holder (or that Unit holder's predecessor in interest), determined as of the date required under this Agreement.
- 3.2 **Manner of Distributions.** From time to time, on a quarterly basis, the General Partner may, but is not obligated to, determine the amount, if any, of Net Cash Flow and cause the Partnership to distribute such Net Cash Flow to the General Partner and the Unit holders in accordance with Section 3.3.
- 3.3 **Distribution of Net Cash Flow.** Subject to Section 3.2, Net Cash Flow shall be distributed to the General Partner and Unit holders as follows:
- 3.3.1 To each Limited Partner, an amount equal to sixty-five percent (65%) of all Net Cash Flow multiplied by such Limited Partner's Percentage Interest (as set forth in Exhibit B hereto); and

3.3.2 To the General Partner, an amount equal to thirty-five percent (35%) of all Net Cash Flow.

3.4 **Limitations on Distributions.**

3.4.1 The Partnership may not make a distribution to a Partner in violation of this Agreement.

3.4.2 The Partnership may not make a distribution to a Partner if after the distribution:

3.4.2.1 The Partnership would not be able to pay its debts as they become due in the ordinary course of the Partnership's activities; or

3.4.2.2 The Partnership's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Partnership were to be dissolved, wound up, and terminated at the time of the distribution, to satisfy the preferential rights of Partners upon dissolution, winding up and termination whose preferential rights are superior to those of persons receiving the distribution.

3.4.3 Anything in this Article 3 to the contrary notwithstanding, prior to the fifth anniversary date of a Limited Partner's Capital Contribution, distributions may be made to that Limited Partner only to the extent that such distributions do not result in his Unrecovered Capital Contribution being less than the minimum amount of his EB-5 Minimum Capital Requirement. After the fifth anniversary date, the foregoing distribution restriction shall no longer apply.

## 4 Profits and Losses

4.1 **Determination of Profits and Losses.** Partnership profits and losses shall be determined in accordance with Internal Revenue Code §§703 and 704, as amended, and the treasury regulations promulgated by the United States Department of the Treasury thereunder (Treasury Regulations).

4.2 (b) (4)





## 5 Accounting and Records

- 5.1 **Books and Records.** The Partnership shall maintain at its principal place of business separate books of account for the Partnership.
- 5.2 **Reports to EB-5 Limited Partners.** In addition to the reports to Partners listed above, as soon as reasonably practicable after the date when a Limited Partner has made its Capital Contribution to the Partnership in full and has otherwise complied with its obligations under this Agreement, the Partnership shall provide such Limited Partner or its designated immigration counsel with the copies of information provided to the Partnership by the General Partner, including:
- 5.2.1 A copy of the USCIS letter of designation of the General Partner as a regional center under the EB-5 Program;
  - 5.2.2 A copy of the overall business plan submitted to USCIS by the General Partner.
  - 5.2.3 A copy of the approved economic report which concludes that the investments to be made by the Partnership from the Capital Contributions of Limited Partners, including the Capital Contributions of such Limited Partner, will generate full-time employment positions, either directly or indirectly, for not fewer than ten qualifying U.S. workers per Limited Partner whose Capital Contributions have been so applied;
  - 5.2.4 If claiming investment for no less than \$500,000, but less than \$1 million, by electing to restrict the investment by the Partnership of its Capital Contribution to investments located within a "target employment area" as defined by USCIS rules and regulations ("TEA"), documented evidence that the location of the Partnership's investment of such Limited Partner's Capital Contribution is located within a TEA; and
  - 5.2.5 A certified copy of this Agreement, including the Schedules hereto, evidencing that such Limited Partner has made at least the minimum applicable investment required; that such investment is "at risk;" and that the Limited Partner has been admitted to the Partnership as a Limited Partner.

## 6 General Partner

- 6.1 **Rights and Powers.** Except as expressly provided otherwise in this Agreement, the General Partner shall have exclusive control over the Partnership's day-to-day business and all real and personal (tangible and intangible) property of the Partnership (the "Assets") and shall have all rights, power, and authority to transact business on behalf of the Partnership. The General Partner shall assume all rights and shall exercise all responsibilities imposed by Re-RULPA.
- 6.2 **Compensation.** The General Partner and any of its Affiliates shall be entitled to receive

reasonable compensation for services rendered by or on behalf of the Partnership, payable only from revenue generated by the Project.

- 6.3 **Standard of Care and Liability to Limited Partners.** The General Partner shall not be liable or obligated to the Partnership or a Limited Partner for any matter arising in any manner out of or in connection with the operation of the Partnership's business, except as to those matters arising by reason of the General Partner's fraud, gross negligence, reckless conduct, intentional misconduct, or knowing violation of law. The General Partner is expressly authorized to satisfy any Partnership obligation for which the General Partner is personally liable before satisfying a Partnership obligation for which the General Partner is not personally liable.
- 6.4 **Devotion of Time and Other Activities.** The General Partner shall devote to the Partnership such time as is reasonably necessary and appropriate to carry out its obligations under this Agreement in a diligent, proper, and business-like manner. The General Partner may engage in any business activity for its own profit or advantage without the other Partners' consent.
- 6.5 **Administrative Matters.** The General Partner shall keep, at the Partnership's expense, accurate records of all transactions entered into with respect to the Partnership's business, and all records and documents required to be maintained under Corporations Code §15901.11.
- 6.6 **Tax Returns.** The General Partner shall cause all income and other tax returns of the Partnership to be prepared and filed in a timely manner. The General Partner shall furnish to each General Partner and Unit holder the necessary tax information (with respect to the Partnership) for the preparation of their United States federal income tax returns on an annual basis. The General Partner shall use its best efforts to furnish such information within ninety days after the end of the Fiscal Year of the Partnership.
- 6.7 **Expenses and Indemnification.** The Partnership shall bear the cost of all expenditures and liabilities that the General Partner incurs in the proper conduct of the Partnership's business. The Partnership, to the extent of its Assets, shall indemnify, defend, and hold the General Partner harmless from and against any and all losses, expenses, damages, and liabilities of every kind, arising in any manner out of or in connection with the operation of the Partnership's business, except as to those matters arising by reason of the General Partner's fraud, gross negligence, reckless conduct, intentional misconduct, or knowing violation of law.

## 7 Limited Partners

- 7.1 **Rights and Powers.** The Limited Partners shall engage in policy formulation activities and be granted certain rights expressly afforded to them as limited partners under Re-RULPA, but the Limited Partners shall otherwise not have the right to participate in the conduct, management or control of the Partnership's day-to-day business nor the power to bind the Partnership in any contract, agreement, compromise or undertaking.



- 7.2 **Liability of Limited Partners.** The Limited Partners shall not be personally liable for the Partnership's debts, obligations, or losses, except to the extent expressly provided otherwise in this Agreement or provided by law. A Limited Partner may engage in any business activity for its own profit or advantage without the other Partners' consent.
- 7.3 **Acknowledgment.** The Limited Partners acknowledge that the Partnership interests represented by this Agreement have been acquired for investment and have not been registered under the Securities Act of 1933, as amended, or the securities laws of any state. Each Limited Partner represents that it is purchasing its Partnership interest for its own account and not with a view to or for sale in connection with any distribution. In addition to any other restrictions on transfers set forth in this Agreement or provided by law, a Limited Partner may not sell, assign, pledge, hypothecate, or otherwise transfer or encumber all or any part of its interest in the Partnership without first registering or qualifying that interest under applicable state and federal securities laws, unless, in the opinion of counsel satisfactory to the Partnership, registration or qualification is not required.

## 8 Transfer of Partnership Interests

- 8.1 **General Prohibition.** Except as expressly provided otherwise in this Agreement, no Partner may sell, assign, pledge, hypothecate, or otherwise transfer or encumber all or any part of its interest in the Partnership without the prior written consent of the General Partner (such transfer, a "Permitted Transfer"). Subject to waiver by the General Partner and to EB-5 program requirements, no Limited Partner may transfer its interest in the Partnership prior to receiving USCIS approval of such Limited Partner's I-829 petition, thereby removing conditions on permanent residence. Any attempted action in violation of this Section 8.1 shall be invalid and of no force or effect. The Partnership shall not dissolve by reason of a Permitted Transfer.
- 8.2 **Conditions of Transfer.** Any permitted transferee who acquires an interest in the Partnership must: (1) execute and deliver to the General Partner such documents and instruments of conveyance and assumption as may be necessary or appropriate in the reasonable opinion of the General Partner to effect such transfer and to affirm the permitted transferee's agreement to be bound by this Agreement and assumption of all obligations and duties of the transferor with respect to the Unit or Units being transferred, and (2) reimburse the Partnership for all reasonable legal and accounting fees and other costs which the Partnership must pay as a result of the transaction. On the satisfaction of these conditions, the transferee shall succeed to the Partnership Interest of the transferor Partner in the same capacity as the transferor Partner held in the Partnership. If any of these conditions are not satisfied or waived in writing by the General Partner, then the transferor Partner shall not be relieved of any of its obligations as a partner of the Partnership (as those obligations are set forth in this Agreement or conferred by law), and the transferee shall not be entitled to any rights of a Partner under this Agreement, other than the right to receive as much of the transferor Partner's share of Partnership profits, losses, and distributions to which the transferor Partner otherwise would be entitled under

this Agreement.

- 8.3 **Acquisition by Operation of Law.** If any party acquires all or any part of a Partner's interest in the Partnership by operation of law (including by death or court decree), that party shall not be entitled to vote on any Partnership matter or otherwise participate in the Partnership's business, unless the acquisition is approved in writing by the General Partner, and the conditions set forth in Section 8.2 are satisfied.

## 9 Dissolution and Winding Up

- 9.1 **Liquidating Events.** The Partnership shall dissolve and commence winding up and liquidating upon the first to occur of the following events ("Liquidating Events"):
- 9.1.1 The sale or other disposition of all or substantially all of the Partnership's assets or the Project;
  - 9.1.2 The agreement of the General Partner and Limited Partners holding at least 51% of the Units to dissolve, wind up, and liquidate the Partnership;
  - 9.1.3 The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Partnership; or
  - 9.1.4 The termination by legal action of the Partnership's authority to transact business;
  - 9.1.5 Except as provided in Sections 9.1.6 and 9.1.7, the happening of any event that causes a dissolution of a California limited partnership under Re-RULPA;
  - 9.1.6 The dissociation of a general partner; provided, however, that the Partnership shall not be dissolved if (A) at the time of such event, there is at least one remaining general partner, or (B) there is no other general partner, but, within 90 days after such event, the Limited Partners agree in writing to continue the Partnership and to the appointment of a substitute general partner. If the Limited Partners agree to continue the Partnership, then a substitute general partner shall be elected by a majority in interest of Limited Partners and such Person shall take all necessary action to continue the Partnership.
  - 9.1.7 The dissociation of the last remaining Limited Partner, provided, however, that the Partnership shall not be dissolved or required to be wound up if the General Partner admits at least one Limited Partner to the Partnership within 90 days after such event.
- 9.2 **Winding Up.** Upon the occurrence of a Liquidating Event, the Partnership shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Partners.

## 10 Miscellaneous Provisions

- 10.1 **Amendment.** This Agreement is subject to amendment only with the written consent of those Partners whose consent is required under this Agreement to accomplish the action reflected in that amendment.
- 10.2 **Cumulative Remedies.** A Partner's remedies under this Agreement are cumulative and shall not exclude any other remedies to which such Partner may be lawfully entitled under this Agreement, at law, in equity, or otherwise.
- 10.3 **No Third-Party Rights.** The provisions of this Agreement are for the exclusive benefit of the Partnership and the Partners and no other party (including without limitation, any creditor of the Partnership or any Partner, and, except to the extent required by non-waivable provisions of Re-RULPA, any Unit holder who has not been admitted as a Partner) shall have any right or claim against the Partnership or any Partner by reason of those provisions or be entitled to enforce any of those provision against the Partnership or any Partner.
- 10.4 **Integration.** This Agreement and any other documents executed by the Partners and/or their Affiliates contemporaneously with the execution of this Agreement is the entire agreement between the parties with respect to the subject hereof and supersedes any prior agreement or understanding between the Partners. Except as otherwise provided in this Agreement, no alteration, modification, amendment, restatement or interpretation hereof shall be binding unless in writing and signed by the Partners.
- 10.5 **Notices.** Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (1) on personal delivery; (2) 72 hours after deposit with a reputable express courier, addressed to a Partner at the address designated in the Partnership's records (and with simultaneous electronic mail notification of delivery), or (3) when delivered to the recipient by facsimile or electronic mail, which shall be followed by delivery by first-class postage or reputable overnight courier, addressed to a Partner at the address designated in the Partnership records. A Partner may designate another address for notice purposes on written notice to the Partners.
- 10.6 **Governing Law and Severability.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. If a court of competent jurisdiction finds any provision in this Agreement to be invalid, its invalidity shall not affect the remainder of the Agreement. In that event, the invalid provision shall be deemed severed from the remainder of the Agreement, which shall remain enforceable in accordance with its terms and of full force and effect.
- 10.7 **Spousal Consent.** Each Partner agrees to cause his or her spouse, if any, to execute a spousal consent in form and substance reasonably satisfactory to the General Partner.

IN WITNESS WHEREOF, the Partners have executed this Agreement as of the date first above written.

**GENERAL PARTNER:**

INLAND EMPIRE RENEWABLE ENERGY  
REGIONAL CENTER, LLC

By: \_\_\_\_\_

Name:

Its:

**LIMITED PARTNER:**

[ \_\_\_\_\_ ]

By: \_\_\_\_\_

Name:

Its:

To be attached to and made a part of the Limited Partnership Agreement dated as of \_\_\_\_\_, 2010, of [L.P. I], LP

**LIMITED PARTNER SIGNATURE PAGE**

The undersigned hereby acknowledge(s) that the undersigned has (have) received a copy of the Limited Partnership Agreement of [L.P. I], LP ("the Partnership") dated as of \_\_\_\_\_, 2010 ("the Partnership Agreement"),

The undersigned hereby execute(s) the Partnership Agreement as a Limited Partner by adoption of this Signature Page and consents to be bound by all of the terms and conditions of the Partnership Agreement as a Limited Partner having the number of units subscribed for by the undersigned as set forth below upon acceptance of the Subscription Agreement of the undersigned by the General Partner of the Partnership as provided therein. By executing this document, the undersigned hereby confirms those representations set forth in the Subscription Agreement.

**Name(s) of Limited Partner**

\_\_\_\_\_  
[Please Print or Type Legal Name]

**Limited Partner's Address (All Notices Regarding Units to Be Sent Here):**

[Street and Number] \_\_\_\_\_

[City/State/Zip] \_\_\_\_\_

[Telephone/Facsimile Number] \_\_\_\_\_

**Number of Units Purchased:** [1]

**Total Capital Contribution:** \$[500,000]

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Signature

**EXHIBIT A**

**NAMES, ADDRESSES, ETC., OF PARTNERS**

**GENERAL PARTNER:**

Inland Empire Renewable Energy Regional Center, LLC  
[Attn: \_\_\_\_\_]  
17700 Castleton St. #488,  
City of Industry, CA 91745

**LIMITED PARTNERS:**



**EXHIBIT B**

**SCHEDULE OF CAPITAL CONTRIBUTIONS AND UNITS**

**CAPITAL CONTRIBUTIONS AND UNITS**

<u>GENERAL PARTNER:</u>	<u>CONTRIBUTION</u>	<u>UNITS</u>	<u>PERCENTAGE INTEREST</u>
INLAND EMPIRE RENEWABLE ENERGY REGIONAL CENTER, LLC	\$[ ]	[ ]	[ ]%

**LIMITED PARTNERS:**

**TOTAL:**

**100%**

Sample Investor  
Eligibility Questionnaire

**SAMPLE INVESTOR ELIGIBILITY QUESTIONNAIRE**

**[L.P. I], LP**

This questionnaire is NOT an offer to sell or a sale of securities. Each prospective investor must complete this questionnaire and return it by e-mail, standard mail, or fax to [L.P. I], LP (the "Company"). The Company will use the responses to this questionnaire to qualify prospective investors for purposes of federal and state securities laws.

The prospective investor will be given access to information upon determination of suitable investor eligibility based upon the facts disclosed in this questionnaire and any other facts about the prospective investor known by the Company.

All questions must be answered. If the answer to any question below is "none" or "not applicable," please indicate such response.

You agree that the Company may present this questionnaire to such parties as the Company deems appropriate to establish the availability of exemptions from registration under federal and state securities laws or to otherwise comply with governmental or regulatory authorities. You represent that the information furnished in this questionnaire is true and correct, and you acknowledge that the Company and its counsel are relying on the truth and accuracy of such information to comply with federal and state securities laws. You agree to notify the Company promptly of any changes in the foregoing information that may occur prior to the investment.

You acknowledge that prior to investing in the securities of [L.P. I], LP you will ensure that you have been afforded (i) the opportunity to ask such questions as you have deemed necessary of, and to receive answers from, representatives of [L.P. I], LP concerning the terms and conditions of the investment; (ii) access to all information concerning [L.P. I], LP, including financial condition, properties, management and prospects sufficient to enable you to evaluate your investment in the securities; and (iii) the opportunity to obtain any additional information which [L.P. I], LP possesses or can acquire without unreasonable effort or expense that is necessary to verify the accuracy and completeness of the information provided to each investor.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Date)

1. PERSONAL INFORMATION

Name \_\_\_\_\_  
(Exact, full legal name of the individual buying the securities)

Current Residence Address \_\_\_\_\_

Home Telephone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Date of Birth \_\_\_\_\_

Residences maintained in the last three years and corresponding dates of residency:

Residence \_\_\_\_\_ Dates \_\_\_\_\_

Residence \_\_\_\_\_ Dates \_\_\_\_\_

Residence \_\_\_\_\_ Dates \_\_\_\_\_

2. BUSINESS INFORMATION

Occupation \_\_\_\_\_

Number of Years \_\_\_\_\_

Present Employer \_\_\_\_\_

Position/Title \_\_\_\_\_

Business Address \_\_\_\_\_

Business Telephone \_\_\_\_\_

Business Facsimile \_\_\_\_\_

3. INVESTOR ELIGIBILITY

Please answer ALL the questions on the following page.

**CHECK THE APPROPRIATE BOX**  
(ALL QUESTIONS MUST BE ANSWERED)

<input type="checkbox"/> YES <input type="checkbox"/> NO	<p><b>1.</b> I certify that I am not a “U.S. Person” as defined in Rule 902 of Regulation S under the Securities Act of 1933 (as amended, the “Act”) and agree to resell the securities only in accordance with the provisions of Regulation S, pursuant to registration under the Act or pursuant to an available exemption from registration, and agree not to engage in hedging transactions with regard to the securities unless in compliance with the Act.</p>
---	--

<input type="checkbox"/> YES <input type="checkbox"/> NO	<p><b>2A.</b> I am an “accredited investor” as defined in Rule 501 of Regulation D under the Act because I have a net worth (or joint net worth with my spouse) in excess of USD \$1,000,000. For purposes of this question, “net worth” means the excess of total assets (excluding the value of a primary residence) over total liabilities.</p>
---	--

<input type="checkbox"/> YES <input type="checkbox"/> NO	<p><b>2B.</b> I am an “accredited investor” as defined in Rule 501 of Regulation D under the Act because I have had individual income in excess of USD \$200,000 (excluding my spouse) in each of the two most recent years (or joint income with my spouse in excess of USD \$300,000 in each of those years) and have a reasonable expectation of reaching the same income level in the current year.</p>
---	---

<input type="checkbox"/> YES <input type="checkbox"/> NO  <small>(If YES, please complete lines to the right.)</small>	<p><b>3A.</b> I have the capacity to evaluate the merits and risks of the prospective investment and to otherwise protect my own interests in connection with the prospective investment by reason of my own business and/or financial experience. If I answered, “YES” to this question, I support my reply with the following education and/or business and/or financial experience: (Please provide as much detail as possible _____)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><small>(Add additional pages as necessary)</small></p>
---	--

<input type="checkbox"/> YES <input type="checkbox"/> NO  <small>(If YES, please complete lines to the right.)</small>	<p><b>3B.</b> I have hired a professional advisor, and by reason of the business and/or financial experience of such professional advisor, I have the capacity to evaluate the merits and risks of the prospective investment and to otherwise protect my own interests in connection with the prospective investment. I understand that the professional advisor will be required to fill out and certify a questionnaire. My professional advisor is:</p> <p>Name: _____ Occupation: _____</p> <p>Firm: _____ Contact Info: _____</p>
---	---

Applicant's Company  
Documents





State of California Secretary of State

LLC-1

File # 201025610071

Limited Liability Company Articles of Organization

ENDORSED - FILED in the office of the Secretary of State of the State of California

SEP 07 2010

A \$70.00 filing fee must accompany this form.

Important - Read instructions before completing this form.

This Space For Filing Use Only

Entity Name (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY
INLAND EMPIRE RENEWABLE ENERGY REGIONAL CENTER, LLC

Purpose (The following statement is required by statute and should not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

Initial Agent for Service of Process (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS
DAVID HSU

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE
17700 CASTLETON ST, SUITE 488 CITY OF INDUSTRY CA 91748

Management (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

- ONE MANAGER
MORE THAN ONE MANAGER
ALL LIMITED LIABILITY COMPANY MEMBER(S)

Additional Information

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

Execution

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

9-1-2010
DATE

[Signature]
SIGNATURE OF ORGANIZER

DAVID HSU
TYPE OR PRINT NAME OF ORGANIZER

DELIVERED - REGISTERED  
MAILED TO THE ATTORNEY GENERAL'S OFFICE  
SEP 17 2010

SEP 17 2010



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

*gm*

SEP 17 2010

0106-1-8

Date: \_\_\_\_\_

*Debra Bowen*  
DEBRA BOWEN, Secretary of State

This page is part of your document - DO NOT DISCARD



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Pages:  
0002

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

10/07/10 AT 02:05PM

FEES:	26.00
TAKES:	0.00
OTHER:	0.00
PAID:	26.00



LEADSHEET



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SEQ:

02

DAR - Counter (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

YOUR RETURN MAILING ADDRESS

NAME: SIMON & EDWARD, LLP

ADDRESS: 17700 CASTLETON ST. #488

CITY: CITY OF INDUSTRY

STATE: CA

ZIP CODE: 91748



### FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING AND FILING FEE (Check one)

- Original- \$26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
  - New Filings- \$26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)
  - Refile- \$26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)
- \$5.00- FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

\*1. INLAND EMPIRE RENEWABLE ENERGY REGIONAL CENTER,LLC 2. \_\_\_\_\_  
Print Fictitious Business Name(s)

\*\* 17700 CASTLETON ST. #488  
Street address of principal place of business | Mailing address if different

CITY OF INDUSTRY	CA	91748	LOS ANGELES			
City	State	Zip	COUNTY	City	State	Zip

Articles of Incorporation or Organization Number (if applicable): AI #ON \_\_\_\_\_

\*\*\* REGISTERED OWNER(S):

<p>1. <u>INLAND EMPIRE RENEWABLE ENERGY REGIONAL CENTER LLC</u>  <small>Full Name/Corp/LLC (P.O. Box not accepted)</small>  <u>17700 CASTLETON ST. #488</u>  <small>Residence Address</small></p> <table border="1"> <tr> <td>CITY OF INDUSTRY</td> <td>CA</td> <td>91748</td> </tr> <tr> <td>City</td> <td>State</td> <td>Zip</td> </tr> </table> <p><small>If Corporation or LLC - Print State of Incorporation/Organization</small></p>	CITY OF INDUSTRY	CA	91748	City	State	Zip	<p>2. _____  <small>Full Name/Corp/LLC (P.O. Box not accepted)</small></p> <p>_____  <small>Residence Address</small></p> <table border="1"> <tr> <td>City</td> <td>State</td> <td>Zip</td> </tr> </table> <p><small>If Corporation or LLC - Print State of Incorporation/Organization</small></p>	City	State	Zip
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City	State	Zip								
City	State	Zip								
<p>3. _____  <small>Full Name/Corp/LLC (P.O. Box not accepted)</small></p> <p>_____  <small>Residence Address</small></p> <table border="1"> <tr> <td>City</td> <td>State</td> <td>Zip</td> </tr> </table> <p><small>If Corporation or LLC - Print State of Incorporation/Organization</small></p>	City	State	Zip	<p>4. _____  <small>Full Name/Corp/LLC (P.O. Box not accepted)</small></p> <p>_____  <small>Residence Address</small></p> <table border="1"> <tr> <td>City</td> <td>State</td> <td>Zip</td> </tr> </table> <p><small>If Corporation or LLC - Print State of Incorporation/Organization</small></p>	City	State	Zip			
City	State	Zip								
City	State	Zip								

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

\*\*\*\* THIS BUSINESS IS CONDUCTED BY: (Check one)

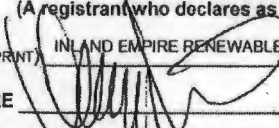
- an Individual
- a General Partnership
- a Limited Partnership
- a Limited Liability Company
- an Unincorporated Association other than a Partnership
- a Corporation
- a Trust
- Copartners
- Husband and Wife
- Joint Venture
- State or Local Registered Domestic Partners
- a Limited Liability Partnership

\*\*\*\*\* The registrant commenced to transact business under the fictitious business name or names listed above on N/A  
(Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.

(A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

REGISTRANT/CORP/LLC NAME (PRINT) INLAND EMPIRE RENEWABLE ENERGY REGIONAL CENTER, LLC TITLE MANAGER

REGISTRANT SIGNATURE  IF CORP OR LLC, PRINT NAME CHING LIU

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

DEAN C. LOGAN, LOS ANGELES COUNTY CLERK

BY: \_\_\_\_\_, Deputy

This is a true and certified copy of the record  
if it bears the seal, imprinted in purple ink,  
of the Registrar-Recorder/County Clerk

OCT 7 2010

*Dean C. Logan* REGISTRAR-RECORDER/COUNTY CLERK  
LOS ANGELES COUNTY, CALIFORNIA





October 4, 2010

To Whom It May Concern:

This is to inform you that Inland Empire Renewable Energy Regional Center LLC has a checking with Bank of the West as follows:

Account Number: (b) (4)

Date Opened: September 23, 2010

Current Balance: (b) (4)

If we can be of further assistance, please do not hesitate to call.

Sincerely,

Fabio Yang  
Vice President  
Manager



West Covina Office  
401 S Glendora Ave, West Covina, CA 91790  
Phone (626) 251--2341

Member FDIC



**Inland Empire Renewable Energy Regional Center**



**Global Law Group**

A Professional Law Corporation

**Tina Lee**  
Attorney at Law

**World Trade Center**  
350 South Figueroa Street, Suite 760  
Los Angeles, CA 90071 U.S.A.

Tel: 213.830.9933 Fax: 213.830.9930  
Skype: Tina.global  
Tina@GlobalLawGroup.net  
www.GlobalLawGroup.net



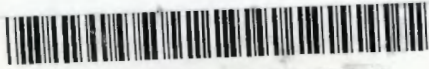
**Global Law Group**

A Professional Law Corporation

**Linda Lau**  
Attorney at Law  
Solicitor of England & Wales

**World Trade Center**  
350 South Figueroa Street, Suite 760  
Los Angeles, CA 90071 U.S.A.

Tel: 213.830.9933 Fax: 213.830.9930  
Skype: Linda.Global  
Linda@GlobalLawGroup.net  
www.GlobalLawGroup.net



RCW1200550555

egarcia2 1924A 12/20/2011

OMB No. 1615-0061; Expires 09/30/2012

Form I-924A, Supplement to Form I-924

REC'D CSC 11/20/11 6:20

Part 1. Information About Principal of the Regional Center

Name: Last Liu	First Ching	Middle
-------------------	----------------	--------

In Care Of: Inland Empire Renewable Energy Regional Center, LLC

Street Address/P.O. Box: 17700 Castleton St #488

City: City of Industry	State: CA	Zip Code: 91748
------------------------	-----------	-----------------

Date of Birth (mm/dd/yyyy): (b) (6)	Fax Number (include area code): (626) 581-8830	Telephone Number (include area code): (626) 581-8858
--	---	---

Web site address: www.IERERegionalCenter.com

USCIS-assigned number for the Designated Regional Center (attach the Regional Center's most recently issued approval notice) RCW1031910076 (Formerly W09002750)

Part 2. Application Type (Check one)

- a. Supplement for the Fiscal Year Ending September 30, 2011 (YYYY)
- b. Supplement for a Series of Fiscal Years Beginning on October 1, \_\_\_\_ (YYYY) and Ending on September 30, \_\_\_\_ (YYYY)

Part 3. Information About the Regional Center

(Use a continuation sheet, if needed, to provide information for additional management companies/agencies, regional center principals, agents, individuals, or entities who are or will be involved in the management, oversight, and administration of the regional center.)

A. Name of Regional Center: Inland Empire Renewable Energy Regional Center, LLC

Street Address/P.O. Box: 17700 Castleton St #488

City: City of Industry	State: CA	Zip Code: 91748
Web site Address: www.IERERegionalCenter.com	Fax Number (include area code): (626) 581-8830	Telephone (include area code): (626) 581-8858

B. Name of Managing Company/Agency: N/A

Street Address/P.O. Box:

City:	State:	Zip Code:
Web site Address:	Fax Number (include area code):	Telephone (include area code):

C. Name of Other Agent: N/A

Street Address/P.O. Box:

City:	State:	Zip Code:
Web site Address:	Fax Number (include area code):	Telephone (include area code):



CHING LIU  
17700 CASTLETON ST 488  
CITY OF INDUSTRY CA 91748

CHING LIU  
17700 CASTLETON ST 488  
CITY OF INDUSTRY CA 91748



**Part 3. Information About the Regional Center (Continued)**

Answer the following questions for the time period identified in **Part 2** of this form. **Note:** If extra space is needed to complete any item, attach a continuation sheet, indicate the item number, and provide the response.

1. Identify the aggregate EB-5 capital investment and job creation has been the focus of EB-5 capital investments sponsored through the regional center. (**Note:** Separately identify jobs maintained through investments in "troubled businesses.")

Aggregate EB-5 Capital Investment 0	Aggregate Direct and Indirect Job Creation 0	Aggregate Jobs Maintained 0
--	---	--------------------------------

2. Identify each industry that has been the focus of EB-5 capital investments sponsored through the Regional Center, and the resulting aggregate EB-5 capital investment and job creation. (**Note:** Separately identify jobs maintained through investments in "troubled businesses".)

a. Industry Category Title: Administrative Services		NAICS Code for the Industry Category 5 6 1 1
Aggregate EB-5 Capital Investment: 0	Aggregate Direct and Indirect Job Creation: 0	Aggregate Jobs Maintained: 0
b. Industry Category Title: Business Support Services		NAICS Code for the Industry Category 5 6 1 4
Aggregate EB-5 Capital Investment: 0	Aggregate Direct and Indirect Job Creation: 0	Aggregate Jobs Maintained: 0
c. Industry Category Title: Retail		NAICS Code for the Industry Category 4 4 - 4 5
Aggregate EB-5 Capital Investment: 0	Aggregate Direct and Indirect Job Creation: 0	Aggregate Jobs Maintained: 0

3. Provide the following information for each job creating commercial enterprise located within the geographic scope of your regional center that has received EB-5 investor capital:

a. Name of Commercial Enterprise: N/A		Industry Category Title:	
Address (Street Number and Name):	City:	State:	Zip Code:
Aggregate EB-5 Capital Investment:	Aggregate Direct and Indirect Job Creation:	Aggregate Jobs Maintained:	
Does this EB-5 commercial enterprise serve as a vehicle for investment into other business entities that have or will create or maintain jobs for EB-5 purposes? <input type="checkbox"/> No <input type="checkbox"/> Yes			



**Part 3. Information About the Regional Center (Continued)**

If yes, then identify the name and address of each job creating business, as well as the amount of EB-5 capital investment and job creation/maintenance associated with each job creating business.

<b>(1) Business Name:</b> N/A		<b>Industry Category Title:</b>	
<b>Address (Street Number and Name):</b>	<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>EB-5 Capital Investment:</b>	<b>Direct and Indirect Job Creation:</b>	<b>Jobs Maintained:</b>	
<b>(2) Business Name</b> N/A		<b>Industry Category Title:</b>	
<b>Address (Street Number and Name):</b>	<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>EB-5 Capital Investment:</b>	<b>Direct and Indirect Job Creation:</b>	<b>Jobs Maintained:</b>	

<b>b. Name of Commercial Enterprise:</b> N/A		<b>Industry Category Title:</b>	
<b>Address (Street Number and Name):</b>	<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Aggregate EB-5 Capital Investment:</b>	<b>Aggregate Direct and Indirect Job Creation:</b>	<b>Aggregate Jobs Maintained:</b>	

Does this EB-5 commercial enterprise serve as a vehicle for investment into other business entities that have or will create or maintain jobs for EB-5 purposes?  No  Yes

If yes, then identify the name and address of each job creating business, as well as the amount of EB-5 capital investment and job creation/maintenance associated with each job creating business.

<b>(1) Business Name:</b> N/A		<b>Industry Category Title:</b>	
<b>Address (Street Number and Name):</b>	<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>EB-5 Capital Investment</b>	<b>Direct and Indirect Job Creation</b>	<b>Jobs Maintained</b>	





**Part 3. Information About the Regional Center (Continued)**

<b>(2) Business Name:</b> N/A		Industry Category Title:	
Address (Street Number and Name):	City:	State:	Zip Code:
EB-5 Capital Investment:	Direct and Indirect Job Creation:	Jobs Maintained:	

<b>c. Name of Commercial Enterprise:</b> N/A		Industry Category Title:	
Address (Street Number and Name):	City:	State:	Zip Code:
Aggregate EB-5 Capital Investment:	Aggregate Direct and Indirect Job Creation:	Aggregate Jobs Maintained:	

Does this EB-5 commercial enterprise serve as a vehicle for investment into other business entities that have or will create or maintain jobs for EB-5 purposes?  No  Yes

If yes, then identify the name and address of each job creating business, as well as the amount of EB-5 capital investment and job creation/maintenance associated with each job creating business.

<b>(1) Business Name:</b> N/A		Industry Category Title:	
Address (Street Number and Name):	City:	State:	Zip Code:
EB-5 Capital Investment:	Direct and Indirect Job Creation:	Jobs Maintained:	

<b>(2) Business Name:</b> N/A		Industry Category Title:	
Address (Street Number and Name):	City:	State:	Zip Code:
EB-5 Capital Investment:	Direct and Indirect Job Creation:	Jobs Maintained:	



**Part 3. Information About the Regional Center (Continued)**

d. Name of Commercial Enterprise: N/A		Industry Category Title:	
Address (Street Number and Name):	City:	State:	Zip Code:
Aggregate EB-5 Capital Investment:	Aggregate Direct and Indirect Job Creation:	Aggregate Jobs Maintained:	
Does this EB-5 commercial enterprise serve as a vehicle for investment into other business entities that have or will create or maintain jobs for EB-5 purposes? <input type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, then identify the name and address of each job creating business, as well as the amount of EB-5 capital investment and job creation/maintenance associated with each job creating business.			
(1) Business Name: N/A		Industry Category Title:	
Address (Street Number and Name):	City:	State:	Zip Code:
EB-5 Capital Investment:	Direct and Indirect Job Creation:	Jobs Maintained:	
(2) Business Name: N/A		Industry Category Title:	
Address (Street Number and Name):	City:	State:	Zip Code:
EB-5 Capital Investment:	Direct and Indirect Job Creation:	Jobs Maintained:	
e. Name of Commercial Enterprise: N/A		Industry Category Title:	
Address Street Number and Name:	City:	State:	Zip Code:
Aggregate EB-5 Capital Investment:	Aggregate Direct and Indirect Job Creation:	Aggregate Jobs Maintained:	
Does this EB-5 commercial enterprise serve as a vehicle for investment into other business entities that have or will create or maintain jobs for EB-5 purposes? <input type="checkbox"/> No <input type="checkbox"/> Yes			





**Part 3. Information About the Regional Center (Continued)**

If yes, then identify the name and address of each job creating business, as well as the amount of EB-5 capital investment and job creation/maintenance associated with each job creating business.

(1) Business Name: N/A		Industry Category Title:	
Address (Street Number and Name):	City:	State:	Zip Code:
EB-5 Capital Investment:	Direct and Indirect Job Creation:	Jobs Maintained:	
(2) Business Name: N/A		Industry Category Title:	
Address (Street Number and Name):	City:	State:	Zip Code:
EB-5 Capital Investment:	Direct and Indirect Job Creation:	Jobs Maintained:	

4. Provide the total number of approved, denied and revoked Form I-526 petitions filed by EB-5 investors making capital investments sponsored by the regional center. (Note: If an adverse action was ultimately reversed and the petition was approved, then note the case as approved.)

Form I-526 Petition Final Case Actions		
Approved	Denied	Revoked
0	0	0

5. Provide the total number of approved, denied and revoked Form I-829 petitions filed by EB-5 investors making capital investments sponsored by the regional center. (Note: If an adverse action was ultimately reversed and the petition was approved, then note the case as approved.)

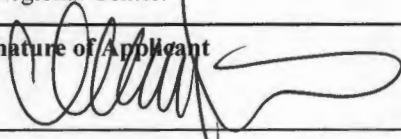
Form I-829 Petition Final Case Actions		
Approved	Denied	Revoked
0	0	0

**NOTE:** USCIS may require case-specific data relating to individual EB-5 petitions and the job creation determination and further information regarding the allocation methodologies utilized by a regional center in certain instances in order to verify the aggregate data provided above.



**Part 4. Applicant Signature** Read the information on penalties in the instructions before completing this section. If someone helped you prepare this petition, he or she must complete **Part 5**.

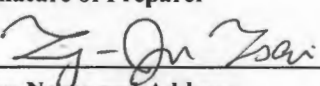
I certify, under penalty of perjury under the laws of the United States of America, that this supplemental form and the evidence submitted with it are all true and correct. I authorize the release of any information from my records that U.S. Citizenship and Immigration Services needs to determine eligibility for the benefit being sought. I also certify that I have authority to act on behalf of the Regional Center.

<b>Signature of Applicant</b> 	<b>Printed Name of Applicant</b> Ching Liu	<b>Date (mm/dd/yyyy)</b> 12/12/2011
<b>Daytime Phone Number</b> (Area/Country Codes) (626) 581-8858	<b>E-Mail Address</b> ChingL@IERERegionalCenter.com	
<b>Relationship to the Regional Center Entity (Managing Member, President, CEO, etc.)</b> Executive Vice President		

**Part 5. Signature of Person Preparing This Form, If Other Than Above (Sign Below)**

I declare that I prepared this form using information provided by someone with authority to act on behalf of the Regional Center, and the answers and information are those provided by the Regional Center.

**Attorney or Representative:** In the event of a Request for Evidence (RFE), may the USCIS contact you by Fax or E-mail?  No  Yes

<b>Signature of Preparer</b> 	<b>Printed Name of Preparer</b> Ting-Ju Tsai	<b>Date (mm/dd/yyyy)</b> 12/12/2011
<b>Firm Name and Address</b> Inland Empire Renewable Energy Regional Center 17700 Castleton St #488 City of Industry, CA 91710		
<b>Daytime Phone Number</b> (Area/Country Codes) (626) 581-8858	<b>Fax Number (Area/Country Codes)</b> (626) 581-8830	<b>E-Mail Address</b> KarenT@IERERegionalCenter.com



**Continuation Sheet for Part 3. Information About the Regional Center**

**Item Number 2**

<b>d. Industry Category Title:</b> Distribution		<b>NAICS Code for the Industry Category</b> <u>493</u>
<b>Aggregate EB-5 Capital Investment:</b> 0	<b>Aggregate Direct and Indirect Job Creation:</b> 0	<b>Aggregate Jobs Maintained: 0</b>
<b>e. Industry Category Title:</b> Education		<b>NAICS Code for the Industry Category</b> <u>61</u>
<b>Aggregate EB-5 Capital Investment:</b> 0	<b>Aggregate Direct and Indirect Job Creation:</b> 0	<b>Aggregate Jobs Maintained: 0</b>
<b>f. Industry Category Title:</b> Construction		<b>NAICS Code for the Industry Category</b> <u>23</u>
<b>Aggregate EB-5 Capital Investment:</b> 0	<b>Aggregate Direct and Indirect Job Creation:</b> 0	<b>Aggregate Jobs Maintained: 0</b>
<b>g. Industry Category Title:</b> Engineering & Design		<b>NAICS Code for the Industry Category</b> <u>5314</u>
<b>Aggregate EB-5 Capital Investment:</b> 0	<b>Aggregate Direct and Indirect Job Creation:</b> 0	<b>Aggregate Jobs Maintained: 0</b>
<b>h. Industry Category Title:</b> Installation, supervision and maintenance of solar energy systems		<b>NAICS Code for the Industry Category</b> <u>23</u>
<b>Aggregate EB-5 Capital Investment:</b> 0	<b>Aggregate Direct and Indirect Job Creation:</b> 0	<b>Aggregate Jobs Maintained: 0</b>

U.S. Department of Homeland Security  
24000 Avila Road, 2<sup>nd</sup> Floor  
Laguna Niguel, CA 92677



**U.S. Citizenship  
and Immigration  
Services**

June 8, 2011

Inland Empire Renewable Energy Regional Center, LLC  
Attn: Ching Liu  
17700 Castleton Street, Suite 488  
City of Industry, CA 91745

Application: Request for Designation as a Regional Center  
Applicant: Ching Liu, Executive Vice President

Re: Inland Empire Renewable Energy Regional Center, LLC  
RCW1031910076 (Formerly W09002750)

Pursuant to Section 610 of the Appropriations Act of 1993, as amended, on October 19, 2010, Ching Liu submitted a proposal seeking approval and designation by U.S. Citizenship and Immigration Services (USCIS) of the Inland Empire Renewable Energy Regional Center, LLC.

USCIS hereby designates Inland Empire Renewable Energy Regional Center, LLC (IERE) as a Regional Center within the Immigrant Investor Pilot Program and approves the request as described below:

**GEOGRAPHIC AREA:**

The Inland Empire Renewable Energy Regional Center, LLC shall have a geographic scope which includes the counties of Orange, Los Angeles, San Bernardino, and Riverside in the State of California.

**FOCUS OF INVESTMENT ACTIVITY:**

As depicted in the economic model, the general proposal, business plan and associated economic analysis, the Regional Center will engage in the following economic activities: Loans to 3<sup>rd</sup> party enterprises, Real Estate Construction, renovation and management, Construction and development of infrastructures, securing equipment for new and existing businesses and paying salaries for start-up businesses.

The Regional Center shall focus on offering EB-5 compliant capital investment opportunities into new commercial enterprises, in the following 8 target industry economic categories:

1. NAICS 5611 Administrative services



2. NAICS 5614	Business support services
3. NAICS 44-45	Retail
4. NAICS 493	Distribution
5. NAICS 61	Education
6. NAICS 23	Construction
7. NAICS 5314	Engineering and design
8. NAICS 23	Installation, supervision and maintenance of solar energy systems

Note: If any investment opportunities arise that are beyond the scope of the approved industry clusters, then an amendment would be required to add that category.

Aliens seeking immigrant visas through the Immigrant Investor Pilot Program may file individual petitions with USCIS for capital investments in new commercial enterprises located within and affiliated with the approved Regional Center area.

The geographic focus of the regional center may contain an area that is ultimately determined to qualify as a Targeted Employment Area (TEA), either as a rural area or an area of high unemployment as defined in 8 CFR 204.6(e). The area must qualify as a TEA at the time of the individual alien investor's capital investment or at the time of filing of his or her Form I-526 petition. TEA determinations are part of the adjudication of the individual Form I-526 petition, not in the adjudication of regional center applications.

The minimum capital investment threshold for any EB-5 capital investment into an approved commercial enterprise throughout the regional center shall be not less than \$500,000, if the investment target is located within a TEA, or \$1,000,000 if it is located outside of a TEA. No debt arrangement will be acceptable unless it is secured by assets owned by the alien entrepreneur. A full capital investment must be made and placed at risk.

For any alien requesting the reduced threshold of \$500,000 based upon an investment in a Targeted Employment area, the alien must establish at the time of filing of the I-526 petition that either the investment will be made in a TEA designated area or was made in a TEA designated area at the time of the alien's initial investment into the enterprise.

**EMPLOYMENT CREATION**

Immigrant investors who file petitions for capital investments in new commercial enterprises located within and affiliated with the Regional Center area must fulfill all of the requirements set forth in INA 203(b)(5), 8 CFR 204.6, and 8 CFR 216.6, except that the petition need not show that the new commercial enterprises created ten new jobs directly as a result of the immigrant investor's investment. The determination whether the alien investor has met the job creation requirements will be established by a review of the required initial evidence at 8 CFR 204.6(j) and 8 CFR 216.6(a)(4) for the Form I-526 and Form I-829 petitions, respectively. The capital investment and job creation activities outlined in the individual petitions must fall within the bounds of the final economic analysis that is contained as part of the approved Regional Center proposal and its indirect job creation model and multipliers contained within the final approved Regional Center application package. The immigrant investor must show at the time of removal of conditions that they performed the activities described in Form I-526 petition, and the activities must be based on the approved regional center methodology for demonstrating job creation. In this case, the RIMS II methodology was used.

**Additional Guidelines for individual Immigrant Investors Visa Petition (I-526)**

Each individual petition, in order to demonstrate that it is associated with the Regional Center, in conjunction with addressing all the requirements for an individual immigrant investor petition, shall also contain as supporting evidence relating to this Regional Center designation, the following:

1. A copy of this letter, the Regional Center approval and designation.
2. A copy of the USCIS approved Regional Center narrative proposal and business plan.
3. A copy of the job creation methodology required in 8 CFR 204.6(j)(4)(iii), as contained in the final Regional Center economic analysis which has been approved by USCIS, which reflects that investment by an individual immigrant investor will create not fewer than ten (10) full-time employment positions, either directly or indirectly, per immigrant investor. If the approval of the plan for capital investments in a given industry economic cluster is based upon an exemplar capital investment project, then the immigrant investor petition must also be supported by an analysis and evidence that shows that the actual capital investment in the Form I-526 petition comports to the exemplar capital investment project approved in the regional center designation and that it is otherwise EB-5 compliant.
4. A legally executed copy of the USCIS approved:
  - a. Private Placement Memorandum (Draft submitted October 19, 2010)
  - b. Subscription Agreement; and (Draft submitted October 19, 2010)
  - c. Limited Partnership Agreement. (Draft submitted October 19, 2010)
  - d. Escrow Agreement (Draft submitted October 19, 2010)

**DESIGNEE'S RESPONSIBILITIES INHERENT IN CONDUCT OF THE REGIONAL CENTER:**

The law, as reflected in the regulations at 8 CFR 204.6(m)(6), requires that an approved Regional Center in order to maintain the validity of its approval and designation must continue to meet the statutory requirements of the Immigrant Investor Pilot Program by serving the purpose of promoting economic growth, including increased export sales (where applicable), improved regional productivity, job creation, and increased domestic capital investment. Therefore, in order for USCIS to determine whether your Regional Center is in compliance with the above cited regulation, and in order to continue to operate as a USCIS approved and designated Regional Center, your administration, oversight, and management of your Regional Center shall be such as to monitor all investment activities under the sponsorship of your Regional Center and to maintain records, data and information in order to provide the information required on the Form I-924A supplement. Form I-924A, Supplement to Form I-924 is available in the "Forms" section on the USCIS website at [www.uscis.gov](http://www.uscis.gov).

Effective November 23, 2010, the failure to timely file a Form I-924A Supplement for each fiscal years in which the regional center has been designated for participation in the Immigrant Investor Pilot Program will result in the issuance of an intent to terminate the participation of the regional center in the Pilot Program, which may ultimately result in the termination of the approval and designation of the regional center.

Note: The requirement for the filing of Form I-924A Supplement commences in fiscal year 2011. Each regional center that remains designated for participation in the pilot program as of September 30, 2011 must submit the Form I-924A Supplement with the required supporting documentation on or before December 29, 2011.

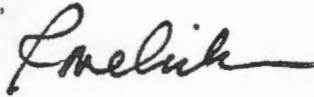


Inland Empire Renewable Energy Regional Center, LLC – RCW1031910076 (Formerly W09002750)

Page 4

If you have any questions concerning the Regional Center approval and designation under the Immigrant Investor Pilot Program, please contact the USCIS by Email at [USCIS.ImmigrantInvestorProgram@dhs.gov](mailto:USCIS.ImmigrantInvestorProgram@dhs.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Rmelville", written in a cursive style.

Rosemary Langley Melville  
Director  
California Service Center

Cc: Linda Lau, Esq.

Inland Empire Renewable Energy Regional Center  
17700 Castleton St #488  
City of Industry, CA 91748



U.S. Citizenship and Immigration Services  
California Service Center

Attn: EB-5 Processing Unit  
P.O. Box 10516

Laguna Niguel, CA 92607-0516

CSC

AM DEC 20 2011

STAMP #84

Code

9

## Decision Processing Worksheet

Officer Name: Doug Dufau Officer Stamp # : 1309	Receipt #: <i>REW1031910074</i>			
Form Type: I-924	Classification: <i>RC</i>	Division: III	Team: I	WS: <del>24065</del> <i>XA/24</i>

<b>Action:</b>				
<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Abandonment <input type="checkbox"/> Withdrawal	<input type="checkbox"/> MTR <input type="checkbox"/> Appeal	<input type="checkbox"/> RFE Initial <input type="checkbox"/> RFE Additional <input type="checkbox"/> RFE Initial & Additional <input type="checkbox"/> 30 <input type="checkbox"/> 42 <input type="checkbox"/> 84	<input type="checkbox"/> Revocation <input type="checkbox"/> Auto-terminate <input type="checkbox"/> Auto-revocation <input type="checkbox"/> Relocate	<input type="checkbox"/> Denial <input type="checkbox"/> ITD <input type="checkbox"/> ITR
Initials/Date: <i>RDW 3/10/11</i>	2 <sup>nd</sup> Review Initials/Date:		3 <sup>rd</sup> Review Initials/Date:	

*II on 3-3-11*

Officer's Comment:
--------------------

Supervisor Review and Comments: <i>see page 3 also stop by to discuss.</i>		
Initials/Date: <i>(C) 3/25/11</i>	2 <sup>nd</sup> Review Initials/Date:	3 <sup>rd</sup> Review Initials/Date:

Clerical Processing Completed: Initials/Date: <i>JT 6/8/11</i>
File Room Processing:

**To: 103 Hold Shelf**

**Call-Up Date: \_\_\_\_\_**

Regional Center Name: Inland Empire Renewable Energy Regional Center, LLC  
RCW1031910076  
W090022750

Location/Address: Inland Empire Renewable Energy Regional Center, LLC  
Attn: Ching Liu  
17700 Castleton St, Suite 488  
Los Angeles, CA 91745

Contact: Ching Liu.  
Phone #: (626) 965-4286  
Fax #: none  
Website: none  
Email: ChingL@solarmaxtech.com

Geographic Scope: The Counties of Los Angeles, Orange, Riverside and San Bernardino,  
California

Industries: Industrial Categories are:

- |                |   |
|----------------|---|
| 1. NAICS 5611  | Administrative services   |
| 2. NAICS 5614  | Business support services   |
| 3. NAICS 44-45 | Retail  |
| 4. NAICS 493   | Distribution  |
| 5. NAICS 61    | Education   |
| 6. NAICS 23    | Construction  |
| 7. NAICS 5314  | Engineering and design  |
| 8. NAICS 23    | Installation, supervision and maintenance of solar energy systems |

# I-924 Regional Center Proposal

Receipt Number: RCW1031910076 Attorney: LIND LAU

Regional Center: INLAND EMPIRE  G-28

General Partner: CHING LIU Requester's Name: CHING LIU

Economic Unit-Organizational Documents for Regional Center LLC - 9-7-10

Target  Non-Target  Both

Geographic Area Delineated: LA, ORANGE, RIVERSIDE, SAN BERNARDINO

Economic Growth Analysis

Regional or National Impact- Economic Analysis

Indirect Job Creation:

Troubled Business  Non-Troubled Business

Econometric Model: RIMS II

Economic Analysis of Job Creation: 1,606 JOBS

Business Plan:

Hypothetical Investment Plan  Investment Plan

(S) Industries: ADMIN(5611) BUS(5614) RETAIL(4445) DIST(493) (CONST 23) (ENR) (5314)

Activities: DESIGN, CONSTRUCTION MAINTENANCE, LOGS

Operational Plan:

Project Evaluation and assessment

Amount and Source of Regional Center's Capital \$ 250,000

Recruitment and Due Diligence

Promotional Efforts

Administrative Oversight

OPTIONAL- Enterprise organizational documents:

Draft Operating Agreement

Draft Partnership Agreement

Draft Subscription Agreement

Draft Escrow Agreement

List of Escrow Agents

Draft Offering Letter etc CONT PPO MEMO

Articles of Incorporation etc for Enterprise

Other relevant documents:

Submitted  
10-19-10

### **Ching Liu**

#### **Executive Vice President**

As the Executive, Vice President at SolarMax Technology, Inc., Ms. Liu brings with her over 20 years of experience in global private equity investments. From 1994 to 2000, she was the Vice President and Premier Banking Manager of the Asian Segment at Wells Fargo Bank. In April 2000, she became the Vice President of Wealth Management at Merrill Lynch. Ms. Liu is an expert in asset-based financing and asset management for both private investors and Asian-based institutions. Through her banking and investment expertise, she continues to provide private clients with diverse investment portfolios utilizing money managers, mutual funds, and hedge funds. Ms. Liu has extensive experience in U.S. Non-Resident Alien investment vehicles and has worked with high net worth Asian clients with complex NRA taxation issues.

### **Robert Liu**

#### **Chief Engineer**

Mr. Liu manages the design and construction divisions. He works directly with owners, contractors, and city officials to obtain permit and oversee all construction phases. With licenses in architecture, construction and real estate, his vast experience ranges from designing single retail building to 90,000 building renovation for Los Angeles County GAIN office. He is a licensed architect in various states. Furthermore, he is a graduate from the College of Architecture and Environmental Design, Cal Poly Pomona, and is currently a member of NCARB.



**Mail**

Recent folders

- Inbox
- For Follow Up [15]
- Sent Items

All mail folders

- Mailbox - USCIS Immigrant Investor Program
  - Deleted Items (2)
  - Drafts [1]
  - IN08NovDec
  - Inbox
    - "RECEIVED" files
    - "SENT" files
    - ACD Interest Items
    - EB-5 Processing Times
    - EXPEDITE REQUESTS
    - General EB-5 Inquiries (1)
    - I-131
    - I-485
    - I-526
      - Other (2)
      - State Designee Letters
      - Status Inquiries (3)
    - I-765
    - I-824
    - I-829 (2)
    - I-924
      - Compliance Reports
      - Other
      - Status Inquiries
    - NON-EB-5 INQUIRY (4)
    - Public Law 107-273
    - Infected
    - Junk E-mail [5]
    - Outbox

Look for: Search In: Inbox Find Next Clear Options X

**Inbox**

Arranged By: Date Newest on top

Today		
Tao C. Chou	5:49 AM	
FW: I-829 Receipt Notice missing		
Yesterday		
brandon@meyersandiego.com	Sun ...	
Filing Address for I-526 Petitions		
Last Week		
Linda	Fri 1/7	
Correction of Typo on Pending RC ...		
USCIS Immigrant Investor Program ...		
FW: EB-5 ~ Bank role		
Susan Spencer	Fri 1/7	
I-526 Petition Adjudication		
Lee, Zhu Julie	Fri 1/7	
RE: Request for Supervisor Revi...		
Mark Li	Fri 1/7	
Re: Minimum Wage for EB-5 Investors		
Bernard Lurie	Fri 1/7	
EAC-99-075-00042 - A74766022		
Elsie Arias	Fri 1/7	
RE: WAC1090112084 (I-526) - ...		
J. Grode	Fri 1/7	
RE: Status Update Inquiry for W09...		
Kruszka, Robert F	Fri 1/7	
FW: EB-5 ~ Bank role		
Christina Ko	Fri 1/7	
WAC-11-047-00127 (Yee Hyun ...		
Christina Ko	Tue 1/4	

**Correction of Typo on Pending RC Application (W09002750)**

Linda [Linda@globalawgroup.net]  
To: Immigrant Investor Program, USCIS

**RE: Correction of Typo on Pending Regional Center Application**  
**Receipt No.: W09002750**  
**Applicant Name: Inland Empire Renewable Energy Regional Center, LLC**

Dear Sir or Madam,

We are the attorney of record in the pending regional center designation application referenced above, and our G-28 is on file with the California Service Center. Kindly note that upon reviewing a copy of the filed application, we spotted a few typographical errors. For your reference, we have sent in replacement pages with corrections noted, along with a copy of our G-28. Please kindly advise whether you have any further instructions in this matter.

Thank you for all of your assistance.

Sincerely,  
**Linda Lau, Esq.**

Global Law Group  
World Trade Center  
350 S Figueroa Street, Suite 760  
Los Angeles, CA 90071  
Tel : (213) 830-9933



<b>RECEIPT NUMBER</b> W09002750		<b>CASE TYPE</b> Regional Center Proposal	
<b>RECEIPT DATE</b> October 19, 2010		<b>REGIONAL CENTER NAME</b> Inland Empire Renewable Energy Regional Center, LLC	
<b>PAGE</b> 1 of 1			
Global Law Group C/O Linda Lau Esq 350 South Figueroa St., Suite 760 Los Angeles, CA 90071		<b>Notice Type:</b>  <b>Receipt Notice</b>	
<p><b>Receipt Notice</b> - This notice confirms that USCIS received your Regional Center Proposal. If any of the above information is incorrect, send an e-mail to: <a href="mailto:USCIS.ImmigrantInvestorProgram@dhs.gov">USCIS.ImmigrantInvestorProgram@dhs.gov</a>. This notice does not grant any immigration status or benefit. It is not even evidence that this case is still pending. It only shows that the application or petition was filed on the date shown.</p> <p><b>Processing Time</b> - The current processing time for this case is estimated at 120 days. Unlike other case types, verification or tracking of this case is not available electronically or on our website. We will notify you by mail when we make a decision on this case or if we need something from you. If you do not receive an initial decision or update from us within our current processing time, you may send an e-mail to: <a href="mailto:USCIS.ImmigrantInvestorProgram@dhs.gov">USCIS.ImmigrantInvestorProgram@dhs.gov</a>. or contact us at the address below.</p> <p><b>Address Change</b> - If your mailing address changes while your case is pending, you may send an e-mail to: <a href="mailto:USCIS.ImmigrantInvestorProgram@dhs.gov">USCIS.ImmigrantInvestorProgram@dhs.gov</a>. Otherwise, you might not receive notice of our action on this case.</p> <p>Please save this notice and a copy of any papers that you send to us along with proof of delivery.</p>			
U.S. CITIZENSHIP & IMMIGRATION SVC CALIFORNIA SERVICE CENTER Attn: EB-5 RC Proposal P.O. BOX 10526 LAGUNA NIGUEL CA 92607-10526			

- *Please save this notice for your records. Please enclose a copy if you have to write us or a U. S. Consulate about this case, or if you file another application based on this decision.*
- *You will be notified separately about any other applications or petitions you have filed.*

---

### ***Additional Information***

#### **GENERAL.**

The filing of an application or petition does not in itself allow a person to enter the United States and does not confer any other right or benefit.

#### **INQUIRIES.**

You should contact the office listed on the reverse side of this notice if you have questions about the notice, or questions about the status of your application or petition. *We recommend you call.* However, if you write us, please enclose a copy of this notice with your letter.

#### **APPROVAL OF NONIMMIGRANT PETITION.**

Approval of a nonimmigrant petition means that the person for whom it was filed has been found eligible for the requested classification. If this notice indicated we are notifying a U.S. Consulate about the approval for the purpose of visa issuance, and you or the person you filed for have questions about visa issuance, please contact the appropriate U.S. Consulate directly.

#### **APPROVAL OF AN IMMIGRANT PETITION.**

Approval of an immigrant petition does not convey any right or status. The approved petition simply establishes a basis upon which the person you filed for can apply for an immigrant or fiance(e) visa or for adjustment of status.

A person is not guaranteed issuance of a visa or a grant of adjustment simply because this petition is approved. Those processes look at additional criteria.

If this notice indicates we have approved the immigrant petition you filed, and have forwarded it to the Department of State Immigrant Visa Processing Center, that office will contact the person you filed the petition for directly with information about visa issuance.

In addition to the information on the reverse of this notice, the instructions for the petition you filed provide additional information about processing after approval of the petition.

For more information about whether a person who is already in the U.S. can apply for adjustment of status, please see Form I-485, *Application to Register Permanent Residence or Adjust Status.*

## **Summary Review of Form I-924A**

### **Inland Empire Renewable Energy Regional Center LLC RCW1200550555**

#### **Filing and Project History:**

- The initial Regional Center Proposal was approved on June 8, 2011. No amendment filed.

#### **Capital Investment:**

- There has been no capital investment.

#### **Job Creation:**

- There has been no job creation.

#### **Industry Categories and NAICS Codes:**

- The Regional Center was approved for eight industry categories, "Administrative Services" NAICS 5611, "Business Support Services" NAICS 5614, "Retail" NAICS 44-45, "Distribution" NAICS 493, "Education" NAICS 61, "Construction" NAICS 23, "Engineering and Design" NAICS 5314 and "Installation, Supervision and Maintenance of Solar Energy Systems" NAICS 23"
- According to iClaims, there are two commercial enterprises: Clean Energy Funding LP and Clean Energy Center LP. The I-924A did not list any commercial enterprises.

#### **Reported Data and iClaims Verification:**

- The applicant reported no Form I-526 approvals, denials, or revocations. iClaims reflects this information.
- The applicant reported no Form I-829 approvals, denials or revocations. iClaims reflects the same information.

#### **Conclusion:**

- Jobs: There has been no job creation to date.
- Capital Investment: There is currently no capital investment.
- Compliance Summary: The Regional Center appears to be in compliance. However, the I-924A does not reflect the information in iClaims with respect to the two enterprises that have been created. A review of the I-526s filed for the

different enterprises show that they adhere to the industry category and the regional center proposal.

# EXHIBIT 1

## Form I-924A Regional Center Worksheet

(Requires update when RFE Response received, if applicable)

Regional Center Name: Inland Empire Renewable Energy Regional Center LLC

Unique RC ID: 1031910076 Initial Receipt Number: KCW 1031910076

Amendment Receipt Number: no amendments filed

Managing Principal: Ching Liu

Attorney: \_\_\_\_\_

Date of Approval: - 6/8/2011

Regional Center Email Address: \_\_\_\_\_

Regional Center Fax Number: 626-581-8830

Regional Center Telephone #: 626-581-8858

Regional Center Website Address: www.IERERegionalCenter.com

### Industry Categories

### NAICS Codes

### Verification in iCLAIMS

- |                                     |             |       |
|-------------------------------------|-------------|-------|
| 1. <u>Administrative Services</u>   | <u>5611</u> | _____ |
| 2. <u>Business Support Services</u> | <u>5614</u> | _____ |
| 3. <u>Retail</u>                    | <u>4445</u> | _____ |
| 4. <u>Distribution</u>              | <u>493</u>  | _____ |
| 5. <u>Education</u>                 | <u>61</u>   | _____ |
| <u>Construction</u>                 | <u>23</u>   | _____ |

Discrepancy: ⊕

Engineering + Design 5314  
Installation, supervision + maintenance of solar energy systems 23

### Aggregate Regional Center Data

1. Total EB-5 Investment: -
2. Total Job Created: -
3. Total Jobs Maintained: -
4. Total Number of Actual Projects: 2? 924A does not list any projects

### Filing Record

1. I-526 Approved: ⊕ ICLAIMS: ⊕
2. I-526 Denied: ⊕ ICLAIMS: ⊕
3. I-526 Revoked: ⊕ ICLAIMS: ⊕

List of WAC receipt numbers:

4. I-829 Approved: ⊕ ICLAIMS: ⊕
5. I-829 Denied: ⊕ ICLAIMS: ⊕
6. I-829 Revoked: ⊕ ICLAIMS: ⊕

*6 pending cases in ICLAIMS*



**Project 1** Name of Actual Project: Clean Energy Funding LP  
Summary Description: \_\_\_\_\_  
Actual Project Timeline and Progress: \_\_\_\_\_

Associated Amendment: RCWXXXXXXXX (if any)  
Commercial Enterprise: Name of Commercial Enterprise  
Job-Creating Entity: Name of Job Creating Entity

*1-526 filed*

Industry Categories	NAICS Codes
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Total EB-5 Investment: \_\_\_\_\_  
Total Non-EB5 Funds: \_\_\_\_\_  
Total Jobs Created: \_\_\_\_\_  
Total Jobs Maintained: \_\_\_\_\_

Tax Returns of Job Creating Entity  
Quarterly Wage Report of JCE  
Form W-2 of JCE

Tax Returns of Commercial Enterprise as Evidence of Investment

Change in Organization Structure of RC

Foreign Ownership of RC, Commercial Enterprise

**Project 2** Name of Actual Project: Clean Energy Center LP  
Summary Description: \_\_\_\_\_  
Actual Project Timeline and Progress: \_\_\_\_\_

Associated Amendment: RCWXXXXXXXX (if any)  
Commercial Enterprise: Name of Commercial Enterprise  
Job-Creating Entity: Name of Job creating Entity

*5-526s filed*

Industry Categories	NAICS Codes
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Total EB-5 Investment: \_\_\_\_\_  
Total non EB5 Funds: \_\_\_\_\_  
Total Jobs Created: \_\_\_\_\_  
Total Jobs Maintained: \_\_\_\_\_

How EB-5 funds are used to create jobs:

Timeline of project:

**Tax Returns of Job Creating Entity  
Quarterly Wage Report of JCE  
Form W-2 of JCE**

**Tax Returns of Commercial Enterprise as Evidence of Investment** *not provided*

**Change in Organization Structure of RC** *No*

**Foreign Ownership of RC, Commercial Enterprise** *No*

**Promotional Activities:**

- **Promise of repaying EB-5 Investment on Website** *No*

**Financial Documents**

- **Non Operational**
- **Non Viable** *none given*

**Areas of Concern/Clarification**

- **Adverse info found on RC's website** *no*
- **Adverse info from Google Search** *no*
- **Adverse info from Lexis**
- **Adverse info from D&B**

**Compliance:**

**Yes**

**No**

**Reason for Non Compliance:**

**Recommended Decision:**

- **RFE**
- **ITT**
- **Notice of Probation**
- **Compliance**

**Officer #** \_\_\_\_\_ **Date** *4/9/12* \_\_\_\_\_  
**Updated Date** \_\_\_\_\_  
**Updated Date** \_\_\_\_\_

Date	Regional Center	I-526 Action	I-526 Action Date	Enterprise	I-526 Receipt Number
12/05/2011	INLAND EMPIRE RENEWABLE	RECEIVED	11/29/2011	CLEAN ENERGY FUNDING L	WAC1290091834
03/16/2012	Inland Empire Renewable Energ	RECEIVED	03/12/2012	CLEAN ENERGY CENTER LF	WAC1290235742
03/16/2012	Inland Empire Renewable Energ	RECEIVED	03/12/2012	CLEAN ENERGY CENTER LF	WAC1290235741
03/16/2012	Inland Empire Renewable Energ	RECEIVED	03/12/2012	CLEAN ENERGY CENTER LF	WAC1290235740
03/16/2012	Inland Empire Renewable Energ	RECEIVED	03/12/2012	CLEAN ENERGY CENTER LF	WAC1290235743
03/27/2012	Inland Empire Renewable Energ	RECEIVED	03/20/2012	CLEAN ENERGY CENTER LF	WAC1290250726

# COPY

RECEIPT NUMBER RCW1200550555	CASE TYPE I924A Supplement to Form I-924
RECEIVED DATE December 20, 2011	APPLICANT LIU, CHING
NOTICE DATE January 05, 2012	PAGE I of 1
INLAND EMPIRE RENEWABLE ENERGY REGIONAL CENTER LLC 17700 CASTLETON ST 488 CITY OF INDUSTRY CA 91748	NOTICE TYPE: Receipt Notice

**Receipt Notice** - This notice confirms that USCIS received your application or petition as shown above. Please reference the receipt number, above, on any correspondence with USCIS. If any of the above information is incorrect, please immediately contact us at [USCIS.ImmigrantInvestorProgram@dhs.gov](mailto:USCIS.ImmigrantInvestorProgram@dhs.gov) to let us know. This will help avoid future problems.

This notice does not grant any immigration status or benefit. It is not even evidence that this case is still pending. It only shows that the application or petition was filed on the date shown.

**Processing time** - Processing times vary by kind of case. You can check our website at [www.uscis.gov](http://www.uscis.gov) for our current processing times for this kind of case at the particular office to which this case is or becomes assigned. If you do not receive an initial decision or update from us within our current processing time, email us at [USCIS.ImmigrantInvestorProgram@dhs.gov](mailto:USCIS.ImmigrantInvestorProgram@dhs.gov). Save this notice, and any other notice we send you about this case, and please make and keep a copy of any papers you send us by any means along with any proof of delivery to us. Please have all these papers with you if you contact us about this case.

**If your address changes** - If your mailing address changes while your case is pending, notify us at [USCIS.ImmigrantInvestorProgram@dhs.gov](mailto:USCIS.ImmigrantInvestorProgram@dhs.gov), otherwise you may not receive notice of our action on this case.

Please see the additional information on the back. You will be notified separately about any other cases you filed.

U.S. CITIZENSHIP & IMMIGRATION SVC  
CALIFORNIA SERVICE CENTER  
P.O. BOX 30111  
LAGUNA NIGUEL CA 92607-0111  
Customer Service Telephone: (800) 375-5283



## Decision Processing Worksheet

Officer Name: Doug Dufau		Receipt #: <i>RCW1031910074</i>		
Officer Stamp #: 1309				
Form Type: I-924	Classification: <i>RC</i>	Division: III	Team: I	<del>WS: 24065</del> <i>X4124</i>

<b>Action:</b>				
<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Abandonment <input type="checkbox"/> Withdrawal	<input type="checkbox"/> MTR <input type="checkbox"/> Appeal	<input type="checkbox"/> RFE Initial <input type="checkbox"/> RFE Additional <input type="checkbox"/> RFE Initial & Additional <input type="checkbox"/> 30 <input type="checkbox"/> 42 <input type="checkbox"/> 84	<input type="checkbox"/> Revocation <input type="checkbox"/> Auto-terminate <input type="checkbox"/> Auto-revocation <input type="checkbox"/> Relocate	<input type="checkbox"/> Denial <input type="checkbox"/> ITD <input type="checkbox"/> ITR
Initials/Date: <i>RD 3/10/11</i>	2 <sup>nd</sup> Review Initials/Date:		3 <sup>rd</sup> Review Initials/Date:	

*II on 3-3-11*

Officer's Comment:
--------------------

Supervisor Review and Comments: <i>see page 3 also stop by to discuss.</i>		
Initials/Date: <i>(C) 3/25/11</i>	2 <sup>nd</sup> Review Initials/Date:	3 <sup>rd</sup> Review Initials/Date:

Clerical Processing Completed: Initials/Date: <i>JT 6/8/11</i>
File Room Processing:

**To: 103 Hold Shelf**

**Call-Up Date: \_\_\_\_\_**

Regional Center Name: Inland Empire Renewable Energy Regional Center, LLC  
RCW1031910076  
W090022750

Location/Address: Inland Empire Renewable Energy Regional Center, LLC  
Attn: Ching Liu  
17700 Castleton St, Suite 488  
Los Angeles, CA 91745

Contact: Ching Liu.  
Phone #: (626) 965-4286  
Fax #: none  
Website: none  
Email: ChingL@solarmaxtech.com

Geographic Scope: The Counties of Los Angeles, Orange, Riverside and San Bernardino,  
California

Industries: Industrial Categories are:

- |                |   |
|----------------|---|
| 1. NAICS 5611  | Administrative services   |
| 2. NAICS 5614  | Business support services   |
| 3. NAICS 44-45 | Retail  |
| 4. NAICS 493   | Distribution  |
| 5. NAICS 61    | Education   |
| 6. NAICS 23    | Construction  |
| 7. NAICS 5314  | Engineering and design  |
| 8. NAICS 23    | Installation, supervision and maintenance of solar energy systems |



# I-924 Regional Center Proposal

Receipt Number: RCW1031910076 Attorney: LIND LAU

Regional Center: INLAND EMPIRE  G-28

General Partner: CHING LIU Requester's Name: CHING LIU

Economic Unit-Organizational Documents for Regional Center LLC - 9-7-10

Target  Non-Target  Both

Geographic Area Delineated: LA, ORANGE, RIVERSIDE, SAN BERNARDINO

Economic Growth Analysis

Regional or National Impact- Economic Analysis

Indirect Job Creation:

Troubled Business  Non-Troubled Business

Econometric Model: RIMS II

Economic Analysis of Job Creation: 1,606 JOBS

Business Plan:

Hypothetical Investment Plan  Investment Plan

(S) Industries: ADMIN(5611) BUS(5614) RETAIL(44-45) DIST(493) (CONST 23) (206) (5314)

Activities: DESIGN, CONSTRUCT MAINTENANCE, LOGS

Operational Plan:

Project Evaluation and assessment

Amount and Source of Regional Center's Capital \$ 250,000

Recruitment and Due Diligence

Promotional Efforts

Administrative Oversight

OPTIONAL- Enterprise organizational documents:

Draft Operating Agreement

Draft Partnership Agreement

Draft Subscription Agreement

Draft Escrow Agreement

List of Escrow Agents

Draft Offering Letter etc CONT PPO MEMO

Articles of Incorporation etc for Enterprise

Other relevant documents:

Submitted  
10-19-10

NAIUC2  
ALT WC

**Ching Liu**

**Executive Vice President**

As the Executive Vice President at SolarMax Technology, Inc., Ms.Liu bring with her over 20 years of experience in global private equity investments. From 1994 to 2000, she was the Vice President and Premier Banking Manager of the Asian Segment at Wells Fargo Bank. In April 2000, she became the Vice President of Wealth Management at Merrill Lynch. Ms.Liu is an expert in asset-based financing and asset management for both private investors and Asian-based institutions. Through her banking and investment expertise, she continues to provide private clients with diverse investment portfolios utilizing money managers, mutual funds, and hedge funds. Ms.Liu has extensive experience in U.S. Non-Resident Alien investment vehicles and has worked with high net worth Asian clients with complex NRA taxation issues.

**Robert Liu**

**Chief Engineer**

Mr. Liu manages the design and construction divisions. He works directly with owners, contractors, and city officials to obtain permit and oversee all construction phases. With licenses in architecture, construction and real estate, his vast experience ranges from designing single retail building to 90,000 building renovation for Los Angeles County GAIN office. He is a licensed architect in various states. Furthermore, he is a graduate from the College of Architecture and Environmental Design, Cal Poly Pomona, and is currently a member of NCARB.

Inbox - Microsoft Outlook

File Edit View Go Tools Actions Help

Look For: Search In: Inbox Find Now Options

Mail

Favorites Folders

- Inbox
- For Follow Up [15]
- Sent Items

All Mail Folders

- Mailbox - USCIS Immigrant Investor Program
  - Deleted Items (2)
  - Drafts [1]
  - IN08NovDec
  - Inbox
    - "RECEIVED" files
    - "SENT" files
    - ACD Interest Items
    - EB-5 Processing Times
    - EXPEDITE REQUESTS
    - General EB-5 Inquiries (1)
    - I-131
    - I-485
    - I-526
      - Other (2)
        - State Designee Letters
        - Status Inquiries (3)
      - I-765
      - I-824
      - I-829 (2)
      - I-924
        - Compliance Reports
        - Other
        - Status Inquiries
    - NON-EB-5 INQUIRY (4)
      - Public Law 107-273
    - Infected
    - Junk E-mail [5]
    - Outbox

15 Items

Inbox

Arranged By: Date Newest on top

Today

- Tao C. Chou 5:49 AM  
FW: I-829 Receipt Notice missing

Yesterday

- brandon@meyersandiego.com Sun ...  
Filing Address for I-526 Petitions

Last Week

- Linda Fri 1/7  
Correction of Typo on Pending RC...
- USCIS Immigrant Investor Program ...  
FW: EB-5 ~ Bank role
- Susan Spencer Fri 1/7  
I-526 Petition Adjudication
- Lee, Zhu Julie Fri 1/7  
RE: Request for Supervisor Revi...
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RE: Status Update Inquiry for W09...
- Kruszka, Robert F Fri 1/7  
FW: EB-5 ~ Bank role
- Christina Ko Fri 1/7  
WAC-11-047-00127 (Yee Hyun ...
- Christina Ko Tue 1/4

Correction of Typo on Pending RC Application (W09002750)

Linda [Linda@globallawgroup.net]  
To: Immigrant Investor Program, USCIS

**RE: Correction of Typo on Pending Regional Center Application**  
**Receipt No.: W09002750**  
**Applicant Name: Inland Empire Renewable Energy Regional Center, LLC**

Dear Sir or Madam,

We are the attorney of record in the pending regional center designation application referenced above, and our G-28 is on file with the California Service Center. Kindly note that upon reviewing a copy of the filed application, we spotted a few typographical errors. For your reference, we have sent in replacement pages with corrections noted, along with a copy of our G-28. Please kindly advise whether you have any further instructions in this matter.

Thank you for all of your assistance.

Sincerely,  
Linda Lau, Esq.

Global Law Group  
World Trade Center  
350 S Figueroa Street, Suite 760  
Los Angeles, CA 90071  
Tel: (213) 830-9933

Online



<b>RECEIPT NUMBER</b> W09002750		<b>CASE TYPE</b> Regional Center Proposal	
<b>RECEIPT DATE</b> October 19, 2010		<b>REGIONAL CENTER NAME</b> Inland Empire Renewable Energy Regional Center, LLC	
		<b>PAGE</b> 1 of 1	

Global Law Group  
C/O Linda Lau Esq  
350 South Figueroa St., Suite 760  
Los Angeles, CA 90071

**Notice Type:**

**Receipt Notice**

**Receipt Notice** - This notice confirms that USCIS received your Regional Center Proposal. If any of the above information is incorrect, send an e-mail to: [USCIS.ImmigrantInvestorProgram@dhs.gov](mailto:USCIS.ImmigrantInvestorProgram@dhs.gov). This notice does not grant any immigration status or benefit. It is not even evidence that this case is still pending. It only shows that the application or petition was filed on the date shown.

**Processing Time** - The current processing time for this case is estimated at 120 days. Unlike other case types, verification or tracking of this case is not available electronically or on our website. We will notify you by mail when we make a decision on this case or if we need something from you. If you do not receive an initial decision or update from us within our current processing time, you may send an e-mail to: [USCIS.ImmigrantInvestorProgram@dhs.gov](mailto:USCIS.ImmigrantInvestorProgram@dhs.gov). or contact us at the address below.

**Address Change** - If your mailing address changes while your case is pending, you may send an e-mail to: [USCIS.ImmigrantInvestorProgram@dhs.gov](mailto:USCIS.ImmigrantInvestorProgram@dhs.gov). Otherwise, you might not receive notice of our action on this case.

Please save this notice and a copy of any papers that you send to us along with proof of delivery.

U.S. CITIZENSHIP & IMMIGRATION SVC  
CALIFORNIA SERVICE CENTER  
Attn: EB-5 RC Proposal  
P.O. BOX 10526  
LAGUNA NIGUEL CA 92607-10526

- *Please save this notice for your records. Please enclose a copy if you have to write us or a U. S. Consulate about this case, or if you file another application based on this decision.*
- *You will be notified separately about any other applications or petitions you have filed.*

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### ***Additional Information***

#### **GENERAL.**

The filing of an application or petition does not in itself allow a person to enter the United States and does not confer any other right or benefit.

#### **INQUIRIES.**

You should contact the office listed on the reverse side of this notice if you have questions about the notice, or questions about the status of your application or petition. *We recommend you call.* However, if you write us, please enclose a copy of this notice with your letter.

#### **APPROVAL OF NONIMMIGRANT PETITION.**

Approval of a nonimmigrant petition means that the person for whom it was filed has been found eligible for the requested classification. If this notice indicated we are notifying a U.S. Consulate about the approval for the purpose of visa issuance, and you or the person you filed for have questions about visa issuance, please contact the appropriate U.S. Consulate directly.

#### **APPROVAL OF AN IMMIGRANT PETITION.**

Approval of an immigrant petition does not convey any right or status. The approved petition simply establishes a basis upon which the person you filed for can apply for an immigrant or fiance(e) visa or for adjustment of status.

A person is not guaranteed issuance of a visa or a grant of adjustment simply because this petition is approved. Those processes look at additional criteria.

If this notice indicates we have approved the immigrant petition you filed, and have forwarded it to the Department of State Immigrant Visa Processing Center, that office will contact the person you filed the petition for directly with information about visa issuance.

In addition to the information on the reverse of this notice, the instructions for the petition you filed provide additional information about processing after approval of the petition.

For more information about whether a person who is already in the U.S. can apply for adjustment of status, please see Form I-485, *Application to Register Permanent Residence or Adjust Status*.