

**CONSENT TO AMENDMENT NO. 2**  
**TO THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**  
**OF**  
**FIA TIMBER GROWTH AND VALUE PARTNERS, L.P.**  
**AND**  
**TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**  
**OF**  
**FIA TIMBER GROWTH AND VALUE PARTNERS A, L.P.**

Investor and Equity Owner Signature Page

The undersigned limited partner of FIA Timber Growth and Value Partners, L.P., FIA Timber Growth and Value Partners, L.P. or FIA Timber Growth and Value Partners Feeder, L.P. hereby consents to the attached Amendment No. 2 to the Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners, L.P. and to the Second Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners A, L.P, each as amended from time to time.

Name of Investor or Equity Owner: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

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

Title: \_\_\_\_\_

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

AMENDMENT NO. 2

TO THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT  
OF  
FIA TIMBER GROWTH AND VALUE PARTNERS, L.P.  
AND  
TO THE SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT  
OF  
FIA TIMBER GROWTH AND VALUE PARTNERS A, L.P.  
\_\_\_\_\_, 2016

This Amendment No. 2 (this “**Amendment**”) to the Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners, L.P. (the “**Main Partnership**”), dated as of July 27, 2015 (as amended, the “**Main Partnership Agreement**”) and to the Second Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners A, L.P. (“**Partnership A**”), dated July 20, 2015 (as amended, the “**Partnership A Agreement**” and together with the Main Partnership Agreement, the “**Partnership Agreement**”), is by and among FIA Timber Growth and Value Management, LLC (the “**General Partner**”), the general partner of the Main Partnership and Partnership A, and the limited partners participating in the Partnership and Partnership A. Capitalized terms used herein but not defined shall have the meaning given to such terms in the Partnership Agreement.

**WHEREAS**, the Partners desire to amend the Partnership Agreement as hereinafter set forth.

**NOW THEREFORE**, the General Partner, and the requisite ninety percent (90%) in interest of the Investors, in consideration of the premises and the agreements herein contained and intending to be legally bound hereby, hereby agree as follows:

1. Amendment to 3.3.1 of the Partnership Agreement. The first sentence of 3.3.1 of the Partnership Agreement is hereby amended and restated as follows (double underlined text shall be added and **struck** text shall be deleted):

“Subject to the provisions of this 3.3, during the period from the date on which investors (other than the Withdrawing Limited Partner) are first admitted to any FIA Growth and Value Fund (the “**Initial Closing Date**”) through February 12~~January 31~~, 2016 (the “**Final Closing Date**”), the General Partner is authorized, but not obligated, to admit to the Partnership one or more additional Limited Partners (each, an “**Additional Limited Partner**”) and to accept additional Subscriptions from existing Limited Partners, who shall be deemed to be Additional Limited Partners to the extent of such additional Subscriptions, without the consent of any Partner or other Person.”

2. Amendment to 3.7.1 of the Partnership Agreement. The lead-in to the first sentence of 3.7.1 of the Partnership Agreement is hereby amended and restated as follows (**struck** text shall be deleted):

“Not later than January 31, 2016~~the Final Closing Date~~, the Partnership shall form a board of investors (the “**Investor Board**”) made up of at least three members, who shall be appointed and replaced from time to time by the General Partner;”

3. Amendment to 4.1.1(c) of the Partnership Agreement. The first sentence of 4.1.1(c) of the Partnership Agreement is hereby amended and restated as follows (double underlined text shall be added and **struck** text shall be deleted):

“Except with the approval or ratification of the Investor Board, as of the expiration of the Investment Period, the General Partner shall have caused the Partnership to have invested in at least four Properties; provided, however, that the foregoing shall not be applicable if, prior to the date which is the third anniversary of January 31, 2016~~the Final Closing Date~~, the Investment Period is terminated, the Partnership is dissolved (or the Partnership’s term is otherwise terminated) or the General Partner is removed as the general partner of the Partnership (or the Limited Partners have provided notice of their decision to remove the General Partner in accordance with 9.4(c) hereof).”

4. Amendment to 6.1.4 of the Partnership Agreement. The first two sentences of 6.1.4 of the Partnership Agreement are hereby amended and restated as follows (~~struek~~ text shall be deleted):

Prior to the third anniversary of January 31, 2016~~the Final Closing Date~~, and subject to 4.1, additional capital contributions may be called for any purpose contemplated under this Agreement. The period commencing upon the Initial Closing Date and ending on the earlier of the third anniversary of January 31, 2016~~the Final Closing Date~~ or the date determined in accordance with 3.5.1(c) shall be referred to herein as the “**Investment Period.**”

5. All other provisions of the Partnership Agreement shall not be modified and shall remain in full force and effect.

6. The laws of the State of Delaware (without regard to its conflicts of laws principles) shall govern the validity of this Amendment, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

7. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, and when executed shall be binding on the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the undersigned has executed this Amendment No. 2 to the Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners, L.P. and the Second Amended and Restated Limited Partnership Agreement of FIA Timber Growth and Value Partners A, L.P. as of the date first set forth above.

**GENERAL PARTNER:**

FIA TIMBER GROWTH AND VALUE MANAGEMENT,  
LLC

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

**INVESTORS:**

FIA TIMBER GROWTH AND VALUE MANAGEMENT,  
LLC as attorney in fact pursuant to the powers of attorney, as  
applicable, set forth in 14.9.1 of the Partnership Agreement

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