

Name of Subscriber: _____
认购人姓名:
Number of Registration: _____
登记号:

THE PARTNERSHIP INTERESTS REFERENCED IN THIS AGREEMENT WILL BE ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES ACT, PURSUANT TO APPLICABLE EXEMPTIONS. WITHOUT SUCH REGISTRATION, SUCH PARTNERSHIP INTERESTS MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT UPON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND THE COMPANY'S COUNSEL THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE COMPANY'S COUNSEL TO THE EFFECT THAT ANY SUCH TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER. ADDITIONALLY, ANY SALE OR OTHER TRANSFER OF PARTNERSHIP INTERESTS IS SUBJECT TO CERTAIN RESTRICTIONS AS SET FORTH IN THE COMPANY'S LIMITED PARTNERSHIP AGREEMENT.

本协议中合伙企业股份将用于投资目的，且该股份尚未根据 1933 年证券法修正案或任何国家的证券法或依据相关豁免条款登记。未经登记，该合伙企业股份不可在任何时候出售、质押、担保或转让，除非向公司提交令公司及其律师满意的转让无需登记的律师意见，或向公司提交可能令公司律师满意的此类其他证据以解释此类转让不会违反 1933 年证券法修正案，或相关国家证券法或其法规。此外，该合伙企业股份的出售或转让应受公司有限合伙企业股份协议中列明的某些限制条款约束。

HAWAII OCEAN PLAZA LP
夏威夷海洋广场有限合伙公司

PARTNERSHIP INTEREST SUBSCRIPTION AGREEMENT

合伙企业股份认购协议

THIS SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into as of the date shown on the signature page hereof, by the undersigned ("Subscriber") identified on the signature page of this Agreement, in favor of **HAWAII OCEAN PLAZA LP**, a Hawaii limited partnership (the "Company"), and if accepted by the Company in writing in accordance with the terms hereof, then this Agreement shall be by and between the Subscriber and the Company.

本认购协议（简称本“协议”）由本协议签字页上载明的签字人（简称“认购人”），以夏威夷一家有限合伙企业，即**夏威夷海洋广场有限合伙公司**（简称“公司”）为受益人，于本协议签字页上载明的日期订立；如果公司以书面形式同意本协议中条款，公司应与该认购人签订本协议。

THE PARTNERSHIP INTERESTS IN THE COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), AND ARE

BEING OFFERED PURSUANT TO TRANSACTION EXEMPTIONS AFFORDED BY REGULATION S PROMULGATED UNDER THE 1933 ACT FOR SECURITIES SOLD OUTSIDE OF THE UNITED STATES AND SOLELY TO NON-U.S. PERSONS, AND REGULATION D PROMULGATED UNDER THE 1933 ACT FOR SECURITIES SOLD IN A PRIVATE OFFERING.

公司合伙企业股份尚未根据 1933 年证券法修正案（简称“1933 年证券法”）登记，仅依据 1933 年证券法下条例 S（证券出售至美国以外国家及单独出售至非美国人）以及条例 D（私募发售的证券）规定的交易豁免条款发售。

IN CONNECTION WITH SALES OF SECURITIES UNDER REGULATION S, THE SECURITIES ARE SOLD IN SPECIFIC RELIANCE UPON THE REPRESENTATIONS BY EACH SUBSCRIBER THAT (1) AT THE TIME OF THE OFFER AND SALE OF THE PARTNERSHIP INTEREST TO SUBSCRIBER, SUBSCRIBER WAS NOT A U.S. PERSON AS DEFINED IN REGULATION S, AND (2) AT THE TIME OF THE OFFER AND SALE OF THE PARTNERSHIP INTEREST TO SUBSCRIBER AND, AS OF THE DATE OF THE EXECUTION AND DELIVERY OF THIS SUBSCRIPTION AGREEMENT AND THE LIMITED PARTNERSHIP AGREEMENT BY THE SUBSCRIBER, THE SUBSCRIBER WAS OUTSIDE OF THE UNITED STATES. THE PARTNERSHIP INTEREST MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS (AS DEFINED IN REGULATION S) UNLESS THE SECURITIES ARE REGISTERED UNDER THE 1933 ACT, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT IS AVAILABLE. HEDGING TRANSACTIONS IN THESE SECURITIES MAY NOT BE CONDUCTED EXCEPT IN COMPLIANCE WITH THE 1933 ACT.

关于出售条例 S 下的证券，该证券应具体根据每位认购人的声明出售，即（1）在发售和出售合伙企业股份至认购人时，该认购人不是条例 S 中定义的美国人，且（2）在发售和出售合伙企业股份至认购人时，且自认购人签署和交付本认购协议及有限合伙企业协议之日起，该认购人不在美国。除非证券根据 1933 年证券法登记，或适用于该等法律的豁免登记要求，合伙企业股份不可在美国或向（条例 S 中定义的）美国人发售或出售。该证券应根据 1933 年证券法进行对冲交易。

IN CONNECTION WITH SALES OF SECURITIES UNDER REGULATION D, THE SECURITIES ARE SOLD IN SPECIFIC RELIANCE UPON THE REPRESENTATIONS BY EACH SUBSCRIBER THAT AT THE TIME OF THE OFFER AND SALE OF THE PARTNERSHIP INTEREST TO SUBSCRIBER, (1) SUBSCRIBER WAS AN “ACCREDITED INVESTOR” AS DEFINED IN REGULATION D, AND (2) THE OFFERING WAS MADE WITHOUT THE USE OF ANY FORM OF GENERAL SOLICITATION WITHIN THE UNITED STATES.

关于出售条例 D 下的证券，该证券应具体根据每位认购人的声明出售，即在发售和出售合伙企业股份至认购人时，（1）该认购人为条例 D 中定义的“合格投资者”，且（2）发售并未使用在美国境内进行的任何形式的一般性劝诱。

No Parties Except The Company Is Responsible For The Contents Of The Offering Memorandum, And No Other Party Except Authorized Sales Agents Will Be Involved In The Offering Of Units Under The Offering Memorandum Or The Acceptance Of Subscriptions From Subscribers.

公司应对发售备忘录中的内容负责，且授权销售代理人应参与发售备忘录下的股份或接受认购人认购。

RECITALS

引言

A. The Company is offering for investment pursuant to a Confidential Private Placement Memorandum dated as of December 22, 2016 (the “Offering” or “Memorandum”) to individual investors who are: (i) not “U.S. Persons” (as such term is defined in Rule 902(k) of the Securities Act of 1933, as amended (“Securities Act”)); or (ii) “Accredited Investors,” as such term is defined in Rule 501(a) under the Securities Act, on a limited and private basis, a maximum of Eighty Million Dollars (\$80,000,000)¹ (“Maximum Offering Amount”) of Partnership interests (excluding Administrative Fees and legal fees and costs to be paid to immigration legal counsel) in the Company (the “Partnership interests”), as such Partnership interests are described in the Limited Partnership Agreement of the Company to be entered into by and among the General Partner and each of the subscribers for Partnership interests hereunder whose subscriptions are accepted (the “Limited Partnership Agreement”). Any capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed in the Limited Partnership Agreement or the Memorandum.

依据 2016 年 12 月 22 日签署的机密私募配售备忘录（简称“发售备忘录”或“备忘录”），公司向个人投资者有限及非公开发售其用于投资的最高金额为八千万美元（\$80,000,000）（“最高发售额”）的合伙企业股份（除应支付给移民律师的行政费用、律师费和其他费用）（简称“合伙企业股份”）（定义参见普通合伙人和本协议项下合伙企业股份（认购被接受的）认购人订立的有限合伙企业协议（简称“有限合伙企业协议”））；该个人投资者为（i）非“美国人”（定义参见 1933 年证券法修正案（简称“证券法”）第 902(k)条）或“合格投资者”（定义参见证券法第 501(a)条）。本协议中任何大写但未另行定义的术语具有有限合伙企业协议或备忘录赋予其的含义。

B. The Offering of the Partnership interests is limited to individual persons (not legal entities). Subscribers for Interests must subscribe for one Partnership interest valued at Five Hundred Thousand Dollars (\$500,000)²(or such higher amount required by future amendments to the EB-5 Program). In addition, Subscribers will also pay an Administrative Fee of Fifty Thousand Dollars (\$50,000) to cover Company costs, administrative fees and marketing costs.

¹The Maximum Offering Amount assumes a per unit price of \$500,000 for 160 investors. Any increases in the per Unit price due to future amendments to the EB-5 Program will increase the Maximum Offering Amount by an amount equal to the then increased Unit price.

最高发售额假设向 160 个投资者每人发售单价为\$500,000 的股份。未来 EB-5 项目变化引起的单价上涨将会导致最高发售额以与增加的单价相等的金额增长。

²The cost of each Partnership interest as of the date of this Agreement is \$500,000 which is the minimum investment amount under the EB-5 Program for an investment in a Targeted Employment Area (TEA). In the event the EB-5 Program is amended to increase the minimum investment amount, and/or the TEA rules are amended so that the Project is no longer located in a TEA, then the minimum investment amount per Unit shall be the minimum investment amount permissible under the EB-5 Program as of the date of sale of such Unit.

截至本协议签署之日，每股合伙企业股份成本为\$500,000，该成本为 EB-5 项目下于目标就业区（TEA）投资的最低投资金额。如果 EB-5 项目变化而导致最低投资金额增加，且/或目标就业区法规变化以致本项目不再位于目标就业区内，那么每股最低投资金额应为该股份出售当日的 EB-5 项目允许的最低投资金额。

合伙企业股份仅限发售至个人（而不是法人实体）。股份认购人须认购价值为五十万美元（\$500,000）（或有关当局将来修订 EB-5 项目后要求的更高金额）的合伙企业股份。此外，认购人也将支付五万美元行政费用，包括公司成本、行政费用以及营销成本。

C. The Company intends to use all of the proceeds of the Offering, up to a maximum of Eighty Million Dollars (\$80,000,000) (“Investment”), to finance the construction and development of the Hawaii Ocean Plaza Project (“Project”) located at 1362, 1370 & 1374 Kapiolani Boulevard, Honolulu, Hawaii 96814 (“Property”).

公司旨在以其发售股份所得的所有收益（最多为八千万美元（\$80,000,000））（简称“投资”）建设开发位于 1362, 1370 & 1374 Kapiolani Boulevard, Honolulu, Hawaii 96814（简称“财产”）的夏威夷海洋广场项目（简称“项目”）。

D. **CALIFORNIA INVESTMENT REGIONAL CENTER LLC**, a California limited liability company (“General Partner”), is the General Partner of the Company.

加州投资区域中心是一家位于加州的有限责任公司，且为公司普通合伙人（简称“普通合伙人”）。

E. **ADVANTAGE AMERICA HAWAII REGIONAL CENTER LLC**, a Delaware limited liability company (“AAHIRC” or “Regional Center”), is the holder of the rights to sponsor and administer qualified projects under the EB-5 Program with the United States Citizenship and Immigration Service (“USCIS”), and it has granted the Company the right to utilize the EB-5 program to raise capital for the development of the Project pursuant to certain sponsorship agreement

优势美国夏威夷区域中心有限责任公司是一家位于美国德拉华州的有限责任公司，持有发起和管理美国公民及移民服务局（缩写“USCIS”）EB-5 项目合规项目的权利，且已依据发起人协议授予公司利用 EB-5 项目的权利以筹资开发本项目。

F. The Offering has been structured so that each Subscriber, by becoming a Limited Partner in the Company, will have made an investment that qualifies as the investment component required for I-526 Petition approval, entitling the Subscriber, assuming the Subscriber otherwise satisfies the non-investment criteria for an EB-5 Visa, to seek permanent United States residency and, ultimately, to apply for U.S. citizenship. The Company has arranged for immigration attorneys to file the I-526 Petition for an EB-5 Visa on behalf of each Subscriber, at the Subscriber's expense, promptly following acceptance of the Subscription Agreement and Capital Contribution. Once the I-526 Petition is filed, the Subscriber will become a Limited Partner of the Company.

股份发售结构化使认购人成为公司有限合伙人之后能够进行投资（该投资应具备成为 I-526 申请批准所需的投资组成部分的条件、赋予认购人权利并假设认购人在其他方面满足 EB-5 签证非投资标准）以获得美国永久居留权并最终申请美国国籍。在收到认购协议及出资额后，公司已立即安排移民律师代表认购人提交 EB-5 签证 I-526 申请，相关费用由认购人承担。一旦 I-526 申请提交，该认购人将成为公司有限合伙人。

G. If a Limited Partner fails to file the I-526 Petition within sixty (60) days after funding his or her investment, the Company shall have the option to reject such Limited Partner's subscription and return his or her Capital Contribution without interest. If the General Partner decides to reject such subscription, the Company will be obligated to return the Capital Contribution with all but \$5,000 of the

\$50,000 Administrative Fee within six (6) months upon such decision. Upon return in full of a Limited Partner's Capital Contribution, the Limited Partner will be deemed to have withdrawn from the Company.

如果有限合伙人未能在投资后 60 天内提交 I-526 申请，公司应有权拒绝该有限合伙人的认购并无息退还其出资额。如果普通合伙人决定拒绝该认购，公司应有义务在此决定后 6 个月内退还其出资额以及 45,000 美元行政费用。在全额退还有限合伙人出资额后，该有限合伙人应视为已从公司退股。

H. If a Limited Partner withdraws his or her I-526 Petition prior to adjudication by USCIS, such Partner may request that the Company return his or her Capital Contribution together with all but \$5,000 of the \$50,000 Administrative Fee (i.e. \$45,000 Administrative Fee). In such event, the Company will be obligated to return the Capital Contribution without interest and \$45,000 Administrative Fee within six (6) months upon the receipt of a confirmation of such withdrawal from the USCIS. Upon return in full of a Limited Partner's Capital Contribution, the Limited Partner will be deemed to have withdrawn from the Company.

如果有限合伙人是在美国公民及移民服务局判定前撤销其 I-526 申请，该有限合伙人可要求公司退还其出资额以及 45,000 美元行政费用。在这种情况下，在收到美国公民及移民服务局撤销确认书后 6 个月内，公司有义务无息退还该出资额以及 45,000 美元行政费用。在全额退还有限合伙人出资额后，该有限合伙人应视为已从公司退股。

I. If a Limited Partner's I-526 Petition is denied, either without appeal or after denial of any appeal, the Company will be obligated to return the Capital Contribution, without interest, within three (3) months upon the receipt of the denial notice issued from USCIS. The Company will also be obligated to return all of the \$50,000 Administrative Fee if the denial of a Limited Partner's I-526 Petition is resulted from the reasons other than that of the Limited Partner. However, if the denial resulted from the Limited Partner's fraud, misrepresentation or omission, the Company will not be obligated to return the \$50,000 Administrative Fee, in which case, the entire \$50,000 Administrative Fee will be forfeited.

如果有限合伙人 I-526 申请被拒绝，在收到美国公民及移民服务局拒绝通知 3 个月内，公司无需上诉或拒绝任何上诉后，有义务无息退还其出资额。如果该有限合伙人 I-526 申请的拒绝是由除其以外其他原因导致，公司还应负有义务全额退还其 50,000 美元行政费用。然而，如果该拒绝是由该有限合伙人欺骗、虚假陈述或疏忽导致，公司应没收其 50,000 美元行政费用。

J. Each Subscriber acknowledges that, even if such Subscriber receives I-526 Petition Approval, there is no assurance that such Subscriber will ultimately receive conditional or unconditional lawful permanent residency status or United States citizenship. See Memorandum- "Immigration Matters" and "Immigration Risk Factors."

认购人确认，即使其获得 I-526 申请批准，但仍不能确保该认购人能最终获得有条件或无条件的合法永久居留权或美国国籍。详见备忘录-“移民事项”及“移民风险因素”。

K. In addition to executing this Agreement and remitting the purchase price amount for subscribed Partnership interests to the Company as described herein, the Subscriber will also be required to execute the Company's Limited Partnership Agreement, and deliver the executed Limited Partnership Agreement to the Company in order to complete the subscription. ***Please review the form of Partnership Agreement in its entirety.***

除签署本协议和将合伙企业股份购买价格汇入公司于本协议中列明的账户，认购人也须签署公司有限合伙企业协议，并将其交付给公司以完成认购。**请完整查看合伙企业协议格式。**

L. The period for the Offering has commenced and will end on December 21, 2017 at 5:00 p.m. Pacific Time, unless extended by the Company (the “Offering Period”). Subscription proceeds have been contributed by Subscriber to the Company in one installment. Subscriber may elect to fund his or her Capital Contribution and Administrative Fee in the amount of Five Hundred Fifty Thousand Dollars (\$550,000) (the “Payment” or “Installment”): (i) through Escrow pursuant to the Escrow Agreement between the Company and the Escrow Agent, a copy of which Escrow Agreement has been delivered to Subscriber and a form of which is attached as Exhibit B to the Memorandum (“Escrow Agreement”); or (ii) directly to the Company. Upon delivery of Payment, Subscriber shall no longer have the right to revoke his or her subscription and request a refund of his or her investment unless the Subscriber fails to meet the conditions set forth in the Offering.

股份发售期限开始并结束于 2017 年 12 月 21 日下午 5:00（太平洋时间），除非公司延长该期限（简称“发售期限”）。认购人已将一期认购收入缴入公司。认购人可选择（i）依据公司和托管代理签署的托管协议（该协议副本已交付给认购人，且该协议格式已作为备忘录附件 B）（简称“托管协议”），通过托管方式，或（ii）直接将其总金额为五十五万美元（\$550,000）的出资额及行政费用（简称“款项”或“分期付款额”）支付给公司。支付款项后，认购人将无权撤销其认购并要求退还其出资额，除非该认购人未符合股份发售协议中列明的条件。

M. In the event Subscriber elects to fund his or her Capital Contribution and Administrative Fee directly to the Company, the entire Capital Contribution and Administrative Fee will be put to use immediately by Company upon receipt as set forth in more detail herein and in the Memorandum. The Administrative Fee will be used to cover operational and administrative costs, including Company and Regional Center fees and/or marketing costs.

如果认购人选择直接将其出资额及行政费用支付给公司，公司收到出资额和全额行政费用后可立即使用，详见本协议和备忘录。行政费用将用于支付运营和管理成本，包括公司和区域中心的费用和/或营销成本。

AGREEMENT

协议

NOW, THEREFORE, the Subscriber hereby agrees as follows:

现认购人约定如下事项:

1. Subscription. The Subscriber hereby irrevocably subscribes for and agrees to purchase the Partnership interest indicated on the signature page of this Agreement. In the event Subscriber elects to fund his or her Capital Contribution and Administrative Fee through Escrow pursuant to the Escrow Agreement, then Subscriber shall deliver the Payment by wire transfer to the Escrow Agent. In the event Subscriber elects to fund his or her Capital Contribution and Administrative Fee directly to the Company, then Subscriber shall deliver the Payment by wire transfer to the Company.

认购。认购人在此不可撤销地认购并同意购买本协议签字页指明的合伙企业股份。如果认购人选择依据托管协议，通过托管方式将其出资额及行政费用支付给公司，该认购人应通过电汇

方式将该款项交付给托管代理。如果认购人选择直接将其出资额及行政费用支付给公司，该认购人应通过电汇方式将该款项交付给公司。

2. Acceptance of Subscription. Subscriber understands and agrees that this Subscription may be rejected in whole or in part by the General Partner at any time in its sole discretion. If the Subscription is accepted in whole or in part, the General Partner will notify Subscriber of same. If the Subscription is rejected in full, all funds received from the Subscriber will be returned without interest, and thereafter this Agreement shall be of no further force or effect.

接受认购。 认购人了解并同意普通合伙人可自行决定完全或部分拒绝此认购。如果普通合伙人完全或部分接受此认购，该普通合伙人应通知认购人该情况。如果完全拒绝此认购，该普通合伙人应无息全额退还认购人支付的款项，之后，本协议将失效。

3. Subscriber's Acknowledgment of Restrictions on Transfer; No Right to Require Registration. THE UNDERSIGNED SUBSCRIBER UNDERSTANDS THE OFFER AND SALE OF THE PARTNERSHIP INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, ANY STATE SECURITIES OR "BLUE SKY" LAWS, OR ANY RULES OR REGULATIONS PROMULGATED THEREUNDER (COLLECTIVELY, "SECURITIES LAWS"), PURSUANT TO APPLICABLE EXEMPTIONS. WITHOUT SUCH REGISTRATION, SUCH PARTNERSHIP INTERESTS MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, AND SUCH PARTNERSHIP INTERESTS MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO A U.S. PERSON, EXCEPT UPON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND/OR THE COMPANY'S COUNSEL THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE COMPANY AND/OR THE COMPANY'S COUNSEL TO THE EFFECT THAT ANY SUCH TRANSFER WILL NOT BE IN VIOLATION OF THE SECURITIES LAWS. NO HEDGING TRANSACTIONS INVOLVING THE PARTNERSHIP INTERESTS MAY BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT OF 1933, AS AMENDED.

认购人确认转让限制及无权要求登记。 以下签字认购人了解合伙企业股份发售和出售尚未根据证券法、任何国家的证券法或“蓝天”法或其任何法规（统称“证券法”）和依据相关豁免条款登记。未经登记，该合伙企业股份不可在任何时候出售、质押、担保或转让，并且，该合伙企业股份不可在美国或向美国人发售或出售，除非向公司提交令公司和其律师满意的转让无需登记的律师意见，或向公司提交可能令公司和/或其律师满意的此类其他证据以解释此类转让不会违反证券法。除非符合 1933 年证券法修正案，否则不得进行涉及合伙企业股份的对冲交易。

ADDITIONALLY, THE SUBSCRIBER ACKNOWLEDGES THAT NEITHER THE COMPANY NOR ITS GENERAL PARTNER IS OBLIGATED TO REGISTER THE PARTNERSHIP INTERESTS UNDER THE SECURITIES LAWS. SUBSCRIBER FURTHER UNDERSTANDS THAT THE TRANSFER OF THE PARTNERSHIP INTERESTS MAY BE SUBSTANTIALLY RESTRICTED BY THE SECURITIES LAWS AND BY THE ABSENCE OF A TRADING MARKET THEREFOR, AND THE TRANSFER OF THE PARTNERSHIP INTERESTS IS ADDITIONALLY RESTRICTED BY THE TERMS OF THE LIMITED PARTNERSHIP AGREEMENT; THAT NO TRADING MARKET FOR THE PARTNERSHIP INTERESTS EXISTS AND NONE IS EXPECTED TO DEVELOP, AND THAT ANY SALE OR OTHER DISPOSITION OF THE PARTNERSHIP INTERESTS MAY RESULT IN UNFAVORABLE TAX CONSEQUENCES TO THE SUBSCRIBER. THE SUBSCRIBER ACKNOWLEDGES THAT THE RESTRICTIONS ON THE

TRANSFERABILITY OF THE PARTNERSHIP INTERESTS ARE SUBSTANTIAL AND MAY REQUIRE THE SUBSCRIBER TO HOLD THE PARTNERSHIP INTERESTS INDEFINITELY.

此外，认购人确认，公司及其普通合伙人均不得依据证券法登记合伙企业股份。认购人进一步了解，合伙企业股份的转让可能会受证券法和因没有交易市场而受重大限制，并且也受有限合伙企业协议条款限制；合伙企业股份交易市场不存在、预期不开发该市场、出售或以其他方式处置该合伙企业股份可能给认购人带来不利的税收后果。认购人确认，合伙企业股份转让限制重大，并可要求认购人无限期持有该合伙企业股份。

The Subscriber Hereby Represents And Warrants That The Subscriber Has Adequate Means Of Providing For The Subscriber’S Current And Future Needs And Possible Personal Contingencies And Has No Need For Liquidity Of The Partnership Interests.

认购人在此声明并保证，其有足够的方法应对目前或将来的财务需求和个人突发事件，不需要合伙企业股份具有流动性。

4. Subscriber’s Additional Representations and Warranties. The Subscriber additionally represents and warrants to the Regional Center and Company as follows:

认购人额外声明与保证。 认购人向区域中心和公司额外声明并保证如下事项：

(a) The Subscriber understands that the Company has been recently formed to acquire, develop and operate the Project and has no operating history. The Company is in its early stages of operation, is not profitable, and its future profitability cannot be assured.

认购人了解，公司最近成立以收购、开发并运营本项目，并无经营历史。公司处于其早期运营阶段，无盈利，并且不能确定其未来盈利能力。

(b) The Subscriber understands that: (i) its subscription for Partnership interests is irrevocable without the Company’s written consent; (ii) an investment in the Partnership interests is a speculative investment that involves a high degree of risk, including the risk of loss of the entire investment of the Subscriber in the Company; (iii) no federal or state agency has passed upon the adequacy or accuracy of the information made available to the Subscriber, or made any finding or determination as to the fairness for investment, or any recommendation or endorsement of the Partnership interests as an investment; (iv) there will be restrictions on the transferability the Partnership interests under the Securities Laws and the Limited Partnership Agreement and there will be no public market for the Partnership interests, and, accordingly, it may not be possible for the Subscriber to liquidate its investment in the Partnership interests; (v) any anticipated federal and/or state income tax benefits applicable to the Partnership interests may be lost through changes in, or adverse interpretations of, existing laws and regulations; and (vi) there is no assurance that the Project will ever be profitable, or that the Subscriber’s investment in the Partnership interests will ever be recoverable.

认购人了解，（i）未经公司书面同意，其不可撤销地认购合伙企业股份；（ii）合伙企业股份投资是高风险投机性投资，包括认购人损失其于公司的所有投资的风险；（iii）没有联邦或州政府机构就向认购人提供的信息的充分性或准确性发表任何意见，或就投资的公平性，或作为投资对合伙企业股份的任何建议或认可作出任何裁断或决定；（iv）合伙企业股份的可转让性将会受证券法和有限合伙企业协议的限制，并且合伙企业股份将不存在公开市场，因此，认购人可能无法清偿其合伙企业股份投资；（v）适用于合伙企业股份的任何预期的联邦和/或州所得税优惠

可能会因现有法律法规的变更或不利解释而丧失；及（vi）无法保证本项目永远有利可图，或认购人对合伙企业股份的投资永远是可收回的。

(c) The Subscriber acknowledges that there is no assurance that his or her EB-5 Application will be granted or, if it is, that Subscriber will ultimately be approved for conditional or unconditional lawful permanent residence in the U.S. or be able to become a U.S. citizen. Neither the Regional Center, the Company, nor the selected immigration counsel have made any effort to pre-determine Subscriber's personal qualifications and circumstances and whether Subscriber is likely or not likely to obtain favorable action on its I-526 Petition or EB-5 Visa.

认购人确认，不能保证其能获得 EB-5 申请批准，或者如果能获得批准，不能保证其最终能获得有条件或无条件的美国合法永久居留权或能够成为美国公民。区域中心、公司或选定的移民律师都没有做出任何努力来预先确定认购人的个人资格和情况，以及认购人是否可能对其 I-526 申请或 EB-5 签证获得有利的行动。

(d) The Subscriber has been provided with a copy of the Memorandum, including, as exhibit thereto, the Limited Partnership Agreement, the Escrow Agreement and has reviewed same, has had the opportunity to ask questions of the General Partner and the Regional Center, has received answers adequate to Subscriber with respect to same, and has no further questions regarding the Regional Center, and the Company. Subscriber is aware that, pursuant to the Limited Partnership Agreement the Regional Center and its affiliates will receive certain fees and benefits related to the acquisition, development and operation of the Project.

认购人已获得一份备忘录副本，包括作为其附件的有限合伙企业协议及托管协议，并已审阅该备忘录副本，有机会向普通合伙人及区域中心提出问题，已收到足够认购人就该等事项所作出之答复，且对区域中心及公司概无任何其他问题。认购人知悉，根据有限合伙企业协议，区域中心及其附属公司将收到与本项目收购、开发和运营有关的费用和利益。

(e) The Subscriber hereby acknowledges that: (i) the risks inherent to this investment have been fully considered; (ii) the General Partner will have substantial and exclusive authority to conduct the operation of the Company; (iii) the Company will be relying on outside agents to manage certain aspects of its operations; and (iv) an investment in the Partnership interests has neither been approved nor disapproved by the United States Securities and Exchange Commission or the Department of Commerce and Consumer Affairs of the State of Hawaii or any other department or agency of any other jurisdiction, and such authorities have not passed upon the adequacy or accuracy of the disclosure provided to investors in connection with an investment in the Partnership interests.

认购人在此确认，（i）已充分考虑投资的内在风险；（ii）普通合伙人将有实质和排他性权力经营公司；（iii）公司将依靠外部代理人管理其运营的某些方面；及（iv）美国证券交易委员会或夏威夷州商业和消费者事务部或任何其他司法管辖区的任何其他部门或机构未批准和不反对合伙企业股份投资，且这些机构尚未就向合伙企业股份投资有关的投资人披露的信息的充分性或准确性发表任何意见。

(f) The Subscriber acknowledges that neither the General Partner, the Regional Center nor any representative of the General Partner or the Regional Center has made any representations or warranties in respect of the Company's business or profitability. Without limiting the generality of the foregoing, the undersigned acknowledges and agrees that information, including any business plan or financial projections or forecasts or other information contained in written materials provided or made available to the undersigned, and any oral, visual or other presentations made by the General Partner or its

representatives to the Subscriber shall not be deemed a representation or warranty in respect of the matters therein. Subscriber acknowledges that the Memorandum contains information that the General Partner and the Regional Center believe is accurate and, as same relates to the projected revenues and expenses of the Company, data that the Company believes is a reasonable forecast of the results that the Company will achieve; however, as an accredited, experienced and sophisticated investor, Subscriber is aware that there are many foreseeable and unforeseeable events that could cause the assumptions underlying the financial projections to not materialize, and the results of same may cause material adverse consequences to the financial results of the Company.

认购人确认，普通合伙人、区域中心和其代表均未就公司业务或盈利能力作出任何声明或保证。在不限制前述规定的一般性的前提下，以下签字人确认并同意，包括任何商业计划或财务推测或预测或包含在书面材料中提供给以下签字人的其他信息，以及普通合伙人或其代表向认购人作出的任何口头、视觉或其他说明的信息不得视为就其中的事项作出的声明或保证。认购人确认，备忘录包含普通合伙人和区域中心认为准确的信息，并同样涉及公司的预计收入和费用，公司认为该数据是对其将要取得的成果的合理预测；然而，作为一个合格、富有经验和成熟的投资者，认购人知悉，有许多可预见及不可预见的事件可能导致财务预测所基于的假设未能实现，而其结果可能对公司的财务业绩造成重大不利后果。

(g) The Subscriber is acquiring the Partnership interests solely for the account of the Subscriber for investment purposes only and not for distribution or resale to others. The Subscriber will not resell or offer to resell all or a portion of the Partnership interests except in strict compliance with all applicable Securities Laws, including, without limitation, Regulation S (Rules 901 through 905 and Preliminary Statement) under the Securities Act of 1933, as amended, and the Limited Partnership Agreement. Subscriber will not engage in any hedging transactions involving the Partnership interests, except in compliance with the Securities Laws.

认购人仅为投资目的收购合伙企业股份，而非为向他人分配或转售该股份。除非严格遵守所有适用的证券法，包括但不限于 1933 年证券法修正案条例 S（规则 901 至 905 和初步声明）及有限合伙企业协议，认购人不得转售或提议转售全部或部分合伙企业股份。除非符合证券法，否则认购人不会参与任何涉及合伙企业股份的对冲交易。

(h) The Subscriber's financial condition is such that it has no need for liquidity with respect to its investment to satisfy any existing or contemplated undertaking or indebtedness and is able to bear the economic risk of its investment for an indefinite period of time, including the risk of losing all of its investment.

认购人财务状况为，其在投资方面不需要流动资金以满足任何现有或预期的承诺或债务需求，并能够在无限期内承担其投资的经济风险，包括损失其所有投资的风险。

(i) If qualifying under Regulation S, the Subscriber acknowledges that the offer and sale of the Partnership interests is not taking place within the United States, but rather in an offshore transaction. "United States" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

如果根据条例 S 获得资格，认购人确认，合伙企业股份不在美国境内发售和出售，而是在境外交易中进行。“美国”是指美利坚合众国，其领土和财产，美国的任何州和哥伦比亚特区。

(j) The Subscriber acknowledges that the Partnership interests have not been registered under the Securities Act and therefore cannot be offered and sold in the United States or to U.S.

Persons, unless the Partnership interests are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available. Subscriber is not a U.S Person and is not acquiring the Partnership interest for the account or benefit of any U.S. Person.

认购人确认，合伙企业股份尚未根据证券法登记，因此，其不得在美国或向美国人发售或出售，除非合伙企业股份根据证券法或适用于该等法律的豁免登记要求登记。认购人不是美国人，并且不为任何美国人收购该合伙企业股份。

(k) The Subscriber is in compliance with all applicable provisions of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “USA Patriot Act”), the U.S. Bank Secrecy Act (the “BSA”) and all other anti-money laundering laws and applicable regulations adopted to implement the provisions of such laws, including policies and procedures that can be reasonably expected to detect and cause the reporting of transactions under Section 5318 of the BSA. The Subscriber is not and shall not be a person: (i) acting, directly or indirectly, on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any of the U.S. Office of Foreign Assets Control (“OFAC”) lists; (ii) listed on, residing in or having a place of business in a country or territory named on any of such lists or which is designated as a Non-Cooperative Jurisdiction by the Financial Action Task Force on Money Laundering (“FATF”), or whose funds are from or through such a jurisdiction; (iii) that is a “Foreign Shell bank” within the meaning of the USA Patriot Act; or (iv) residing in or organized under the laws of a jurisdiction designated by the U.S. Secretary of the Treasury under Sections 311 or 312 of the USA Patriot Act as warranting special measures due to money-laundering concerns.

认购人符合使用适当之手段来阻止或避免恐怖主义以团结并强化美国的法律（“美国爱国者法案”），美国银行保密法案（“BSA”）和所有其他反洗钱法律以及为执行这些法律规定而采纳的适用法规，包括可合理预期检测和导致根据“美国银行保密法案”第 5318 条进行交易报告的政策和程序。认购人不是也不应是以下人员：（i）直接或间接代表恐怖分子或恐怖组织，包括美国海外资产控制办公室（“OFAC”）任何名单中所包括的个人或单位）；（ii）在任何此类名单上指定的国家或地区或在反洗钱金融行动特别工作组（“FATF”）指定为非合作管辖区上市，居住或拥有营业场所的人员，或其资金来自或通过该管辖区获得；（iii）美国爱国者法案界定的“外国空壳银行”；或（iv）作为洗钱问题的特殊担保措施，在美国财政部长根据“美国爱国者法案”第 311 或 312 条指定的管辖区内居住或依据该管辖区法律成立的人士。

5. Access to Information. The Subscriber hereby acknowledges and confirms that the Subscriber has been given access to documents, records, contracts and books of or relating to the Regional Center and the Company and the Partnership interests now existing, and all other information to the extent the General Partner possesses such information or can acquire it without unreasonable effort or expense, and that the Subscriber has engaged in a complete examination of all such documents, records, contracts and books to the extent deemed necessary by the Subscriber in reaching the Subscriber’s decision to invest in the Company. The Subscriber hereby further acknowledges and confirms that the Subscriber has had an opportunity to ask questions of and receive answers from the General Partner and the Company concerning the Partnership interests, the prospective contemplated business and purpose of the Company, and with respect to any other matter the Subscriber has deemed relevant, and all such inquiries have been answered to the Subscriber’s satisfaction. In addition, Subscriber acknowledges that it has had and may have, at any reasonable hour, after reasonable prior notice, access to the financial and other records of the Company which the Company can obtain without unreasonable effort or expense, and further acknowledges that Subscriber has obtained, in Subscriber’s judgment, sufficient information from these parties to evaluate the merits and risks of an investment in the Company.

信息获取。认购人在此确认，其已获准使用区域中心及公司或与其有关的文件、记录、合约及簿册，以及现有的合伙企业股份，以及普通合伙人拥有的或无须作出不合理努力或支出费用即可取得的所有其他资料，并确认，其已在其认为决定对本公司进行投资所需的范围内，对所有该等文件、记录、合约及簿册实施了全面检查。认购人进一步确认，其已有机会向普通合伙人和公司提出关于合伙企业股份、公司未来预期业务及目标以及其他任何相关事项的问题或从其得到答复，并且所有该问题的答复已使其满意。此外，认购人确认，在合理事先通知公司后，其在任何合理时间内均可使用公司无须作出不合理努力或支出费用即可获得财务和其他记录，并进一步确认，依其判断，其已从上述各方获得足够信息来评估投资于公司的优点及风险。

6. No Advertising or Reliance. Subscriber represents and warrants that in making the decision to purchase the Partnership interests herein subscribed for, Subscriber has relied solely upon independent investigations made by Subscriber, and the Subscriber further represents and warrants that the Subscriber is not acquiring the Partnership interests as a result of any advertisement, article, notice or other communication published in any newspaper, magazine or similar media distributed in the United States, any seminar in the United States or any solicitation by a person in the United States not previously known to the Subscriber, and that Subscriber is not aware of any general solicitation within the United States or general advertising within the United States regarding the purchase or sale of the Partnership interests. The Subscriber acknowledges and confirms that it is not relying upon any statement, representation or warranty made by the Regional Center, General Partner or their respective representatives in making a decision to subscribe for the Partnership interests. Subscriber must rely solely on the terms of the Memorandum and the Limited Partnership Agreement for the terms of Subscriber's participation in the Company and the rights and responsibilities of owning its Partnership interests.

没有广告或依据。认购人声明并保证，其仅依据其进行的独立调查来决定认购本协议中的合伙企业股份，并进一步声明并保证，其不会因在美国分发的任何报纸、杂志或类似媒体上刊登的任何广告、文章、通知或其他书信，或因在美国的任何研讨会或美国任何陌生人士的劝诱而认购合伙企业股份，并且不知悉关于该合伙企业股份在美国认购或出售的一般性劝诱或一般性广告。认购人确认，其未依据区域中心、普通合伙人或其各自代表作出的任何陈述、声明或保证来决定认购合伙企业股份。认购人必须完全依据备忘录条款、有限合伙协议中关于认购人参与公司及拥有公司合伙企业股份之权利和责任的条款认购股份。

7. Residence. The Subscriber represents and warrants that the Subscriber is a bona fide resident of the country set forth in his or her address below, and the undersigned agrees that if his or her principal residence changes prior to his/her purchase of the Partnership interests, he/she will promptly notify the Regional Center and the Company. The Subscriber represents and warrants that the Subscriber is not a U.S. Person, is not a citizen or resident alien of the United States, and, if qualifying under Regulation S, did not receive an offer to purchase the Partnership interests or the Memorandum in the United States and did not execute this Subscription Agreement from within the United States. If requested by the Company, Subscriber further agrees to execute and deliver to the Company an IRS Form W-8 certifying that he or she is a Non-Resident Alien.

居住。认购人声明并保证，其为以下地址中所述国家的真正居民，并且以下签字人同意，如果在认购合伙企业股份前，其主要居住地址发生变化，其应立即通知区域中心和公司。认购人声明并保证，其不是美国人，也不是美国公民或外籍居民，并且，在其具备条例 S 所述资格的情况下，其未收到在美国认购合伙企业股份或备忘录的要约，并且未在美国签署本认购协议。如果公司要求，该认购人进一步同意签署并将一份证明其是非居住外国人的 IRS W-8 表格交付给公司。

8. Reliance on Representations. The Subscriber understands that the Regional Center and the General Partner will be relying on the accuracy and completeness of all matters set forth in this Agreement, and the Subscriber represents and warrants to the Regional Center, the General Partner and each of their affiliates that the information, representations, warranties, acknowledgments and all other matters set forth herein with respect to the Subscriber are complete, true and correct and does not fail to include any material fact necessary to make the facts stated, in light of the circumstances in which they are made, not misleading, and may be relied upon by them in determining whether the offer and sale of the Partnership interests to the Subscriber is exempt from registration under the Securities Laws, and the Subscriber will notify them immediately of any change in any statement made herein that occurs prior to the consummation of the purchase of the Partnership interests hereunder.

依赖声明。认购人理解，区域中心和普通合伙人将依赖本协议所列全部事项的准确性和完整性，且认购人向区域中心、普通合伙人及其附属公司声明并保证，本协议中关于认购人的所有信息、声明、保证、确认和所有其他事项均完整、真实、正确，并且未遗漏基于事实声明环境确保事实不具有误导性所需的重大事实，区域中心、普通合伙人及其附属公司在确定向认购人发售和出售的合伙企业股份是否免于证券法下登记时可以依赖上述信息、声明、保证、确认和所有其他事项；此外，如果完成本协议项下合伙企业股份认购前，本协议中的任何声明发生变化，认购人应立即通知区域中心、普通合伙人及其附属公司。

9. Accredited Investor Status. The undersigned represents and warrants that Subscriber is an “Accredited Investor” and has accurately completed the Accredited Investor Status section of the signature page hereto in order to evidence same. The Subscriber is also a “sophisticated person” in that Subscriber has such knowledge and experience in financial and business matters that individually and/or with the aid of advisers, it is capable of evaluating the merits and risks of an investment in the Company by making an informed investment decision with respect thereto.

合格投资者状况。以下签字人声明并保证，认购人是“合格投资者”并已准确填写本协议签字页关于合格投资者的部分以此证明其合格性。认购人亦为一名“经验丰富人士”，因为其在财务及业务事务方面拥有丰富的知识及经验，所以该认购人能够独立和/或在顾问的帮助下通过作出明智的投资决策来评估投资于公司的优点及风险。

10. Minor Investor. If the investment is being made by a subscriber under 18 years of age, and the subscriber's parent or legal guardian is providing the funds for the investment, the Company will accept the subscription under the California Uniform Transfers to Minors Act (the “UTMA”). Under the UTMA, the Subscription Agreement and Operating Agreement should be executed as follows:

未成年人投资。如果投资是由 18 岁以下的认购人进行的，并且该认购人的父母或法定监护人正在为该投资提供资金，则公司将根据向未成年人转移财产统一法案（缩写“UTMA”）接受该认购。依据 UTMA，认购协议和经营协议应以如下方式签署：

“_____ (NAME OF PARENT/GUARDIAN) as custodian for
“依据向未成年人转移财产统一法案，_____（父母/监护人姓名）作为
_____ (NAME OF MINOR) under the California Uniform Transfers to
Minors Act”
_____（未成年人姓名）的监护人

Both the parent or legal guardian and the subscriber should sign this Agreement and Limited Partnership Agreement, and the parent or legal guardian should sign the Certification of Parent/Guardian.

认购人及其父母或法定监护人应签订本协议和有限合伙企业协议，并且，该认购人父母或法定监护人应签订父母或监护人身份证明。

11. Withholding Tax. The Subscriber acknowledges that in the event the Internal Revenue Service determines that the Subscriber’s country of residence does not exchange adequate tax information with the United States, pursuant to Internal Revenue Code Sections 871(h)(5) or Section 881(c)(5), then the Company will be obligated to withhold United States income taxes and remit such taxes to the Internal Revenue Service, pursuant to applicable law, and the Subscriber consents to such withholding.

代扣所得税。 认购人确认，如果美国国税局确定，认购人居住国不能依据美国国内税收法第 871（h）（5）条或第 881（c）（5）条与美国交换足够的税务信息，则公司有权根据相关法律代扣该认购人在美国的所得税并将该税费汇入美国国税局，并且，认购人同意此代扣。

12. Confirmation. All information that the Subscriber has provided anywhere in this Agreement concerning the Subscriber and the Subscriber’s financial position is correct and complete as of the date set forth below, and if there should be any material change in such information prior to the acceptance of the Subscriber’s subscription for the Partnership interests that are being purchased, the Subscriber will immediately provide such information to the General Partner and Company’s counsel of the Company.

确认。 认购人在任何地方提供的本协议中关于该认购人及其财务状况的所有信息自以下签署日期起是正确和完整的；如果在接受该认购人认购正在被认购的合伙企业股份之前，该类信息发生重大变化，该认购人应立即将该类信息提供给公司普通合伙人及其律师。

13. Consultation with Independent Counsel and Tax Advisor. The Subscriber’s investment in the Partnership interests is an investment in equity of a Hawaii limited partnership, which confers certain rights and liabilities upon the Subscriber pursuant to Hawaii law and the Company’s Limited Partnership Agreement. Subscriber has been advised that Subscriber should consult with his or her own legal and tax advisors prior to executing this Agreement, acquiring any Partnership interests or consummating the transactions contemplated hereby. Subscriber understands that the law firms for the Company and the Regional Center represents only these entities in connection with the transactions contemplated by this Agreement, and do not represent the Subscriber, and that such law firms make no representations regarding the Regional Center, and the Company or the Subscriber’s investment in Partnership interests.

咨询独立律师及税务顾问。认购人对合伙企业股份的投资是对夏威夷有限合伙企业股本的投资，根据夏威夷法律及公司的有限合伙企业协议，该投资赋予该认购人某些权利与责任。建议在签署本协议、认购合伙企业股份或完成预期交易前，认购人应咨询其法律和税务顾问。认购人了解，公司和区域中心的律师事务所仅代表与本协议预期交易有关的这些单位，而不代表该认购人，并了解，该律师事务所未就区域中心、公司或认购人于合伙企业股份的投资作出任何声明。

14. Subscription Fees. The Subscriber acknowledges that the Company will pay from the Administrative Fee and interest income, fees to the Regional Center, management fees, certain migration agents, securities brokers and "finders" outside the United States. In the event Subscriber subscribes to the Offering through such agent, broker or finder, and Company pays all or a portion of the Administrative Fee to such party, then in the event Subscriber is entitled to a refund of a portion of the Administrative Fee, then Subscriber shall recover such portion of the Administrative Fee that has been paid to the agent, broker or finder directly from such party, and not from the Company, Regional Center or affiliated parties.

认购费。认购人确认，公司将从行政费用和利息收入中支付区域中心、某些移民代理人、证券经纪人以及美国境外的“发现者”相关费用和管理费。如果认购人通过该代理人、经纪人或发现者认购发售的股份，则公司应向该方支付全部或部分行政费用，届时，认购人应从该方直接索回该部分行政费用，而不应从公司、区域中心或其关联方索回该费用。

15. Indemnification. Subscriber hereby agrees to indemnify and hold harmless the Regional Center, and the Company and their affiliates, its other Partners, and the respective employees, agents and attorneys of each against any and all losses, claims, demands, liabilities and expenses (including reasonable legal or other expenses) incurred by each such person or entity in connection with any claims or liabilities, whether or not resulting in any liability to such person or entity, to which any such indemnified party may become subject under the Securities Laws, under any other statute, at common law or otherwise, insofar as such losses, claims, demands, liabilities and expenses (a) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact made by Subscriber and contained in this Agreement, or (b) arise out of or are based upon any breach of any representation, warranty or agreement of Subscriber contained herein.

赔偿。认购人在此同意，赔偿区域中心、公司及其附属公司、其他合作伙伴以及各自的员工、代理人 and 律师遭受的与任何索赔或责任有关的任何损失、索赔、要求、责任和费用（包括合理的法律或其他费用），并使其免受损害，无论是否对此类个人或单位造成任何责任，任何此类受偿方可根据证券法、任何其他法规、普通法或其他成为主体单位，只要该等损失、索赔、要求、责任及费用（a）来自或基于任何不真实陈述或所谓的不真实陈述，而该陈述是由认购人作出并载于本协议的重大事实，或（b）来自或基于任何违反本协议所包含的认购人作出的任何声明、保证或约定。

16. Miscellaneous.

其他事项。

(a) Severability. In the event any portions of this Agreement are found to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and such invalidity, illegality or unenforceability in one jurisdiction shall not affect the validity, legality or enforceability of any portions of this Agreement in any other jurisdiction.

可分割性。如果本协议的任何部分在任何管辖区内无效、违法或无法执行，则本协议其余条款的有效性、合法性和可执行性均不受其影响或削弱，且在一个管辖区内的无效、违法或无法执行不应影响本协议任何部分在任何其他管辖区的有效性、合法性或可执行性。

(b) Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be amended, modified, changed, waived, discharged or terminated orally, except by a statement in writing signed by the party or parties against which enforcement or the change, waiver, discharge or termination is sought. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

完整协议；修订；豁免。本协议构成本协议各方之间的完整协议，并代替之前各方就本协议标的达成的所有口头和书面协议。除非一方或各方书面声明要求执行、变更、豁免、解除或终止本协议及其任何条款，则本协议及其任何条款均不得以口头形式修订、修改、变更、豁免、解除或终止。对本协议任何条款的豁免，除非是以书面形式提出并由所声称的当事人签署，否则无效，任何此类书面豁免仅适用于其相关的具体情况，不得视为是持续或未来的豁免。

(c) Governing Law; Venue; Jurisdiction. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein or performance thereof shall be governed or interpreted according to the laws of the State of Hawaii, without giving effect to the conflict of laws provisions thereof. Any dispute, controversy or claim arising out of or in connection with, or relating to, this Agreement or any breach or alleged breach hereof, except allegations of violations of federal or state securities laws, shall be submitted to and settled by arbitration in the State of California, pursuant to the rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved), with venue in the City and County of Los Angeles, California. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties thereto provided that each party shall pay

for and bear the cost of its own experts, gathering of evidence and counsel's fees, except that in the discretion of the arbitrator, any award may include the cost of the party's counsel fees if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or that such matter is frivolous.

管辖法律；审判地；司法管辖权。本协议以及任何与其签署、有效性、规定的义务或其履行有关的任何争议、争论或建设问题或解释，应根据夏威夷州的法律管辖或解释，不能与法律条款相冲突。任何因本协议或任何违反或涉嫌违反本协议或与之有关的任何争议、争论或索赔，除非涉嫌违反联邦或州证券法律，否则应提交位于加利福尼亚州洛杉矶城市 and 县的审判地根据当时美国仲裁协会有效的规则仲裁解决（或在任何其他地方或以涉及仲裁的各方接受的任何其他方式解决）。任何裁决是终局裁决，对双方均有约束力，并且可以在具有管辖权的州或联邦最高法庭中作出有关判决。仲裁费用由各当事方平均承担，但各方应支付并承担其各自专家、收集证据的费用和律师费用，但仲裁员可酌情决定，如果仲裁员明确确定，申请裁决的一方拖延将争议、争论或索赔提交仲裁，或者这种事项是无关紧要的，任何裁决可包括该方的律师费用。

(d) Notices. All notices, offers, acceptance and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressee in person, by Federal Express or similar receipted delivery, or if mailed, postage prepaid, by certified mail, return receipt requested, as follows:

通知。本协议项下的所有通知、要约、回单及任何其他行为（付款除外）均应采用书面形式，且应通过专人交付、联邦快递或类似签收交付方式（在此情况下，通知交付至下述地址后，视为妥善送达）或带回执挂号信（在此情况下，通知邮寄至下述地址后，视为妥善送达）方式寄送。

Subscriber:	At the address designated on the signature page of this Agreement.
认购人:	本协议签字页指定的地址。
The Company:	Hawaii Ocean Plaza, LP c/o California Investment Regional Center LLC 9911 Valley Boulevard El Monte, California 91731 Email: thlusa@gmail.com
公司:	夏威夷海洋广场有限合伙公司 由加州投资区域中心转交 9911 Valley Boulevard El Monte, California 91731 邮箱: thlusa@gmail.com

or to such other address as either of them, by notice to the other may designate from time to time.
或任一方不时通知另一方的其他地址。

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

副本。本协议一式多份，且每份应视为原件，所有副本构成一份文件。本协议可以通过实际签字或传真签署。

(f) **Survival of Representations, Warranties and Agreements.** The representations, warranties and agreements contained herein shall survive the delivery of, and payment for, the Partnership interest.

声明、保证和约定持续有效。 本协议中包含的声明、保证和约定在交付和支付合伙企业股份后持续有效。

(g) **Assignability.** This Agreement and the rights and obligations hereunder and the Partnership interests contemplated to be purchased hereunder are not transferable or assignable by the Subscriber without the prior written consent of the General Partner, and any such attempted transfer or assignment shall be void *ab initio* except as provided in the Limited Partnership Agreement. Before consenting to any such assignment, the General Partner may require a proposed assignee to take certain actions and execute certain documents, including, without limitation, executing a separate subscription agreement, as the Regional Center may reasonably determine.

可转让性。 未经普通合伙人书面同意，认购人不得转让本协议、本协议项下权利与义务以及拟认购的合伙企业股份，除非有限合伙企业协议另有规定，任何此类转让应无效。在同意此类转让之前，普通合伙人可要求拟受让人采取某些行动并签署某些文件，包括但不限于另行签署一份认购协议，根据区域中心合理确定的情况而定。

(h) **Benefit.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors, and assigns.

利益。 本协议应基于本协议各方及其法定代表、继承人和受让方的利益而订立，并对上述各方产生约束效力。

IN WITNESS WHEREOF, the undersigned Subscriber has executed this Subscription Agreement of **HAWAII OCEAN PLAZALP** as of the date set forth below.

以下认购人已于下述日期签署本夏威夷海洋广场有限合伙公司认购协议，特此为证。

SUBSCRIBER:

认购人：

Type and Number of Government-Issued Identification Document (such as Passport) 政府发行的身份证明文件类型和号码（如护照）	Print Exact Name of Subscriber 认购人打印确切姓名
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Date of Subscriber's Execution 认购人签署日期	Signature of Subscriber 认购人签名
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Principal Residential Street Address 主要住宅街道地址

ACCREDITED INVESTOR STATUS

合格投资者状况

The undersigned has **placed an (X)** in all applicable spaces below:

以下签字人已在适当地方打 **(X)** :

____ (a) The undersigned is a natural person whose individual net worth, or joint net worth with spouse, exceeds \$1,000,000, excluding the value of his or her personal residence and the debt secured by such personal residence up to the value of such personal residence).

____ (a) 以下签字人系自然人，其个人资产净值或与其配偶的共同资产净值超过 1,000,000 美元，不含其个人住宅的价值及该等个人住宅全额担保的债务。

____ (b) The undersigned is a natural person who had an individual income (less related expenses) in excess of \$200,000 in each of the last two years (2014 and 2015) or joint income with spouse in excess of \$300,000 in each of those years, and reasonably expects reaching the same income level in the current year.

____ (b) 以下签字人系自然人，其前两年（即 2014 和 2015 年）的个人年收入（除去相关支出）超过 200,000 美元或与其配偶的合计年收入超过 300,000 美元，且经合理预计，今年仍能达到同等收入水平。

PAYMENT OF CAPITAL CONTRIBUTION AND ADMINISTRATIVE FEE

出资额和行政费用支付

The Subscriber has **placed an (X)** in the selected payment method:

认购人已在选定的支付方式前打 **(X)** :

____ (a) The Subscriber has elected to fund his or her Capital Contribution and Administrative Fee in the amount of Five Hundred Fifty Thousand Dollars (\$550,000) (or such higher amount required by future amendments to the EB-5 Program) through Escrow pursuant to the Escrow Agreement between the Company and the Escrow Agent, a copy of which Escrow Agreement has been delivered to the Subscriber and a form of which is attached as Exhibit B to the Memorandum ("Escrow Agreement"); or

____ (a) 认购人已选择依据公司与托管代理签署的托管协议将五十五万美元（\$550,000）（或有关当局将来修订 EB-5 项目后要求的更高金额）的出资额和行政费用存入托管账户；托管协议的副本已送交认购人且已随附至备忘录附件 B（“托管协议”）；或

____ (b) The Subscriber has elected to fund his or her Capital Contribution and Administrative Fee in the amount of Five Hundred Fifty Thousand Dollars (\$550,000) (or such higher amount required by future amendments to the EB-5 Program) directly to the Company and acknowledge that the Capital Contribution and the entire Administrative Fee will be put to use immediately by Company upon receipt as set forth in more detail herein and in the Memorandum.

____ (b) 认购人已选择直接向公司支付五十五万美元（\$550,000）（或有关当局将来修订 EB-5 项目后要求的更高金额）的出资额和行政费用，并确认，公司收到出资额和全额行政费用后可立即使用，详见本协议和备忘录。

ACCEPTANCE

接受

By signing below, the undersigned accepts the foregoing subscription in **HAWAII OCEAN PLAZA LP** in accordance with the terms hereof, for:

通过以下签名，签字人接受前述依据本协议条款认购夏威夷海洋广场有限合伙公司股份的行为：

Subscriber Name: _____
认购人姓名：

HAWAII OCEAN PLAZA LP,
夏威夷海洋广场有限合伙公司
a Hawaii limited partnership
夏威夷有限合伙企业

By: California Investment Regional Center LLC
签署人：加州投资区域中心
Its: General Partner
其：普通合伙人

By: _____
签署人：
Print Name:
· 打印姓名：
Title:
职位：

Dated: _____
签署日期：