

ESCROW AGREEMENT
托管协议

THIS ESCROW AGREEMENT (the "**Escrow Agreement**") is dated as of the effective date (the "**Effective Date**") set forth on schedule 1 attached hereto ("**Schedule 1**") by and among HAWAII OCEAN PLAZA LP (the "**Company**") and AMERICAN INVESTMENT IMMIGRATION FUND, as escrow agent hereunder (the "**Escrow Agent**").

本托管协议（以下简称“**托管协议**”）由夏威夷海洋广场有限合伙公司（以下简称“**本公司**”）及本协议项下的托管代理，美国投资移民基金（以下简称“**托管代理**”）于本协议附件 1（以下简称“**附件 1**”）中所载的生效日（以下简称“**生效日**”）订立并签署。

RECITALS

序言

WHEREAS, the Company has offered to sell to certain private investors ("**Investors**"), pursuant to a Confidential Private Offering Memorandum, dated December 22, 2016, as may be subsequently amended or restated (the "**PPM**"), up to One Hundred Sixty (160) Units of partnership interests in the Company (each a "**Unit**"), at a price of \$500,000¹ per Unit (the "**Capital Contribution**") and an administrative fee of \$50,000 per Unit (the "**Administrative Fee**"). Each Investor who wishes to subscribe for a Unit under the terms of the PPM is required to execute a subscription agreement (the "**Subscription Agreement**") prior to Escrow Agent's acceptance of the Investor's funds in accordance with the terms herein established;

鉴于本公司已根据 2016 年 12 月 22 日签署的且随后可能被修改或重述的机密私募发行备忘录（“**PPM**”）以每单元 500,000 美元（“**出资**”）的价格及每单元 50,000 美元的管理费（“**管理费**”）向某些私人投资者（“**投资者**”）出售最高一百六十单元（160）的本公司（每个为一个“**单元**”）合伙权益。每位希望根据 PPM 条款认购单元的投资者必须在托管代理依据本协议条款接受投资者资金之前签署认购协议（“**认购协议**”）；

WHEREAS, the Investors intend to make a qualifying investment in order to obtain permanent resident status in the United States through the EB-5 Immigrant Investor program by filing a petition on Form I-526 with the United States Citizenship and Immigration Services (the "**USCIS**");

鉴于投资者拟通过 EB-5 投资移民计划向美国公民及移民服务局（“**美国移民局**”）提交 I-526 表格申请而进行合格投资以获得在美国的永久居民身份；

WHEREAS, the Company desires that the Escrow Agent act as escrow agent for Capital Contributions and Administrative fees subject to the terms and conditions stated herein, and the Escrow Agent is willing to act in that capacity subject to the terms and conditions stated herein;

鉴于本公司希望托管代理作为出资及管理费的托管代理遵守本协议规定的条款和条件，托管代理愿根据本协议规定的条款和条件以该身份行事；

¹ The 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.

¹ 截至本协议日期，每个合伙利益的成本为 500,000 美元，这是根据 EB-5 投资移民计划于目标就业区（TEA）的最低投资额。若 EB-5 投资移民计划被修改导致最低投资额增加，和/或目标就业区的规定被修改以使本项目不再位于目标就业区，则每单元的最低投资额应为截至该单元出售之日在 EB-5 投资移民计划下被允许的最低投资额。

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

因此，鉴于上文及下文所述的相互承诺，本协议双方约定如下：

ARTICLE 1 - THE ESCROW FUNDS

第 1 条 – 托管资金

1. **Appointment.** The Company hereby appoints the Escrow Agent as escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.

1. **委任。**本公司在此委任托管代理为托管代理，进行本协议项下所述之目的，托管代理据此接受根据本协议规定的条款和条件而进行的委任。

2. **Escrow Funds.** From time to time, Investors will deposit with the Escrow Agent in United States dollars by either check or wire payable to the Escrow Agent sums representing the Capital Contributions and Administrative Fees for purchase of Units ("**Escrow Deposits**"). The Escrow Agent shall hold the Escrow Deposit and, subject to the terms and conditions hereof, shall invest and reinvest the Escrow Deposit and the proceeds thereof (the "**Escrow Funds**") as directed in Section 3.

2. **托管资金。**投资者将不时通过支票或电报的形式以美元向托管代理支付应付的出资及管理费总额从而购买权益单元（“**托管存款**”）。托管代理应持有托管存款，并根据本协议规定的条款和条件，投资和再投资托管存款及第 3 节中指定的收益（“**托管资金**”）。

3. **Investment of Escrow Funds.** During the term of this Escrow Agreement, the Escrow Funds shall be invested and reinvested by the Escrow Agent in the investment indicated on Schedule 1 or such other investments as shall be directed in writing by the Company and as shall be acceptable to the Escrow Agent. The Company, upon written request, will receive a statement of transaction details upon completion of any securities transaction with respect to the Escrow Funds without any additional cost. The Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Escrow Agreement. The Escrow Agent shall have no liability for any loss sustained as a result of any investment in an investment indicated on Schedule 1 or any investment made pursuant to the instructions of the parties hereto or as a result of any liquidation of any investment prior to its maturity or for the failure of the parties to give the Escrow Agent instructions to invest or reinvest the Escrow Funds.

3. **托管资金投资。**在本托管协议期限内，托管资金将由托管代理投资于附件 1 所表明的工作中或本公司书面指定的且托管代理可接受的其他投资中。本公司经书面要求，将于任何与托管资金相关的证券交易完成时收到交易详情说明，并无任何额外费用。托管代理有权清偿所持有的任何投资以提供必要资金进行本托管协议项下所要求的款项支付。托管代理将不对由于投资于附件 1 所表明的工作或根据当事人的指示而进行的任何投资所造成的任何损失，或者因投资到期日前的投资清算或当事人未能向托管代理发出投资或再投资托管资金的指示而造成的任何损失负责。

ARTICLE 2: DISBURSEMENT PROCEDURES

第 2 条：支付程序

1. **Disbursement of Escrow Funds.** The Escrow Agent shall hold and disburse the Escrow Funds as follows:

1. **托管资金支付。**托管代理应根据如下程序持有并支付托管资金：

(a) Release of Administrative Fee: Promptly following the Escrow Agent's receipt of the Administrative Fee for each Investor, the Escrow Agent shall deposit the Administrative Fee into

an expense escrow subaccount (the "**Expense Escrow Account**"). The Escrow Agent shall release to the Company the Administrative Fee upon the delivery to Escrow Agent of: (1) the Capital Contribution, (2) an executed copy of the Subscription Agreement, and (3) written direction substantially in the form of Exhibit A (a "**Company Written Direction**") provided by Company setting forth appropriate wire transfer instructions.

- (a) **管理费发放**：在托管代理收到每位投资者的管理费后，托管代理应立即将管理费存入费用托管子账户（“费用托管账户”）。托管代理应在（1）出资，（2）完成的认购协议副本，以及（3）由本公司以附件 A 的形式提供的陈述了适当电汇说明的书面指示（“公司书面指示”）交付于托管代理时，将管理费发放给本公司。
- (b) **Release of Capital Contribution**: Promptly following the Escrow Agent's receipt of the Capital Contribution for each Investor, the Escrow Agent shall deposit the Capital Contribution into a project escrow subaccount (the "**Project Escrow Account**"). The Escrow Agent shall release to the Company the full amount of the Investor's Capital Contribution held in the Project Escrow Account within two business days following receipt by Escrow Agent of (1) written notice to Company by Investor or Investor's I-526 petition filing attorney that Investor's I-526 petition has been prepared for filing with the USCIS; and (2) a Company Written Direction setting forth appropriate wire transfer instructions.
- (b) **出资发放**：在托管代理收到每位投资者的出资后，托管代理应立即将出资存入项目托管子账户（“项目托管账户”）。托管代理应在收到（1）由投资者或投资者的 I-526 申请代理人发给公司的载明投资者 I-526 申请已可向美国移民局提交的通知；以及（2）陈述了适当电汇说明的公司书面指示后的两个营业日内将存于项目托管账户的出资全额发放给本公司。

2. **Disposition and Termination.** Subject to Article 2, the Escrow Agent shall deliver the Escrow Funds upon, and pursuant to, the written instructions of Company and shall have no duty to seek authorization from any other party. Upon delivery of the entire amount of the Escrow Funds by the Escrow Agent, this Escrow Agreement shall terminate.

2. **处置和终止。**根据第 2 条，托管代理应依照本公司的书面指示交付托管资金，并且没有义务向任何其他方寻求授权。在托管代理交付全额托管资金后，托管协议将终止。

3. **Escrow Agent.** The parties acknowledge that Escrow Agent is not licensed as an escrow agent in the State of California or with any regulatory agency. Escrow Agent is also not independent third party holding onto the Escrow Funds because it is an affiliate of the Company. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied.

3. **托管代理。**双方确认托管代理未在加利福尼亚州或任何监管机构获得许可作为托管代理。托管代理也不是持有托管资金的独立第三方，因为它是本公司的关联机构。托管代理承诺仅履行本协议项下所明确规定的职责，且不得暗示任何职责。

4. **Succession.** The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving 30 days advance notice in writing of such resignation to the other parties hereto specifying a date when such resignation shall take effect. The Escrow Agent shall have the right to withhold an amount equal to any amount due and owing to the Escrow Agent, plus any costs and expenses the Escrow Agent shall reasonably believe may be incurred by the Escrow Agent in connection with the termination of the Escrow Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated shall assume the rights and obligations of the Escrow Agent under this Escrow Agreement without further action; provided that Escrow Agent shall notify the Company in writing of such assumption.

4. **继任。** 托管代理可以通过提前 30 天以书面形式通知其他当事人其辞职，该通知应具体说明辞职的时间，托管代理也可被免除本协议项下所载明的职务。托管代理有权保留相当于任何到期应付给托管代理而未付金额的数额，以及托管代理合理认为托管代理终止托管协议而可能产生的任何成本和费用。托管代理经合并，转换或整合而形成的任何公司或团体应根据托管协议承担托管代理的权利和义务，无需采取进一步行动；但托管代理应以书面形式通知本公司此种承担。

5. **Fees.** The Company agrees to (i) pay the Escrow Agent upon execution of this Escrow Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, and (ii) pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney's fees and expenses, incurred or made by it in connection with its administration of the Escrow Agreement.

5. **费用。** 本公司同意 (i) 在托管协议签署时并此后不时向托管代理支付因提供本协议项下服务应得的报酬，及 (ii) 根据要求向托管代理支付或报销所有由于管理托管协议而产生或支付的费用，垫付款及预付款，包括合理的律师费用及开支。

6. **Indemnity.** The Company shall indemnify, defend and save harmless the Escrow Agent and its directors, officers, agents and employees (the "indemnitee") from all loss, liability or expense (including the fees and expenses of in house or outside counsel) arising out of or in connection with (i) the Escrow Agent's execution and performance of this Escrow Agreement, except in the case of any indemnitee to the extent that such loss, liability or expense is due to the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following any instructions or other directions from Company, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The parties hereto acknowledge that the foregoing indemnities shall survive the resignation or removal of the Escrow Agent or the termination of this Escrow Agreement. The parties hereby grant the Escrow Agent a lien on, right of set-off against and security interest in the Escrow Funds for the payment of any claim for indemnification, compensation, expenses and amounts due hereunder.

6. **赔偿。** 本公司应对托管代理及其董事，高级职员，代理和雇员（“受偿方”）承担因以下原因而引起的所有损失，责任或费用（包括内部或外部律师的费用及开支）的赔偿：(i) 托管代理签署和履行本托管协议，除非该损失，责任或费用是由于任何受偿方的严重失职或托管代理故意的不当行为而引起，或 (ii) 其遵守本公司任何指示或其他指令，除非此类指示的遵守被本协议条款明确禁止。本协议各方承认，在托管代理辞职或免职或本托管协议终止后，上述赔偿将继续有效。协议双方特此授予托管代理对在本协议项下与托管资金有关的赔偿，补偿，到期费用和金额的任何索赔的留置权，抵销权和担保权。

7. **Notices.** All communications hereunder shall be in writing and shall be deemed to be duly given and received:

7. **通知。** 本协议项下的所有通知应采用书面形式，并应在下列日期被视为已按期发出和接收：

(i) upon delivery if delivered personally or upon confirmed transmittal if by facsimile or by other electronic means;

(i) 如果专人寄送，则在交付时视为已送达，或如果通过传真或其他电子形式，则在确认传送到后视为已送达；

(ii) on the next Business Day (as hereinafter defined) if sent by overnight courier; or

(ii) 如果采用隔夜速递的方式，则下一个工作日（如下文所规定）被视为送达日；或

(iii) four (4) Business Days after mailing if mailed by prepaid registered mail, return receipt requested, to the appropriate notice address set forth on Schedule 1 or at such other address as any party hereto may have furnished to the other parties in writing by registered mail, return receipt requested.

(iii) 如果采用预付挂号信的方式，则在邮寄至附件 1 中载明的适当通知地址或任何一方通过挂号信书面传送给其他方的其他地址并附有所要求的回执后的 4 个工作日后视为已送达。

Notwithstanding the above, in the case of communications delivered to the Escrow Agent pursuant to (ii) and (iii) of this Section 8, such communications shall be deemed to have been given on the date received by the Escrow Agent. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate. "**Business Day**" shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth on Schedule 1 is authorized or required by law or executive order to remain closed.

尽管有上述规定，如果根据第 8 节 (ii) 和 (iii) 向托管代理发出通知，则此类通知应在托管代理接收日被视为已送达。如果托管代理自行确定存在紧急情况，则托管代理可采用任何其他托管代理认为合适的通信方式。“工作日”指除星期六，星期天或任何其他法律或行政命令授权或要求的位于附件 1 中所列地址的托管代理可歇业的日期以外的任何日子。

8. **Security Procedures.** In the event funds transfer instructions are given (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by facsimile or otherwise, the Escrow Agent is authorized but not required to seek confirmation of such instructions by telephone call-back to the person or persons designated on schedule 2 hereto ("**Schedule 2**"), and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Company to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Escrow Agreement acknowledge that these security procedures are commercially reasonable.

8. **安全程序。**如果发出资金转账的指示（除了在签署本托管协议时以书面形式发出的指示），无论是以书面形式，传真或其他形式，托管代理被授权但无需通过向发出指示的人或本协议附件 2（“附件 2”）中所指定的人回电确认此类指示，且托管代理可依赖任何声称是该人或指定的人的人的确认。在托管代理实际接收并承认后，可以书面更改接收回电的人员及回电号码。托管代理和受益人银行可仅依赖本公司提供的账号或类似识别号码以确认 (i) 受益人，(ii) 受益人银行，或 (iii) 中介银行。托管代理可以使用任何此类识别号码将托管资金用于执行任何支付订单，即使其使用可能导致受益人之外的人受偿，或导致将资金转移到受益人银行或指定受益人银行以外的银行。本托管协议各方承认这些安全程序在商业上是合理的。

9. **Miscellaneous.** The provisions of this Escrow Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the parties hereto. Neither this Escrow Agreement nor any right or interest hereunder may be assigned in whole or in part by any party, except as provided in Section 4, without the prior consent of the other parties. This Escrow Agreement shall be governed by and construed under the laws of the State of California. Each party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of California. The parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement. No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, floods, strikes, equipment or transmission failure, or other causes reasonably beyond its control. This Escrow 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.

9. **其他事项。**本托管协议条款只能通过书面形式由各方签署后被部分或全部免除，修改，更改或补充。除非第 4 节另有规定，否则在没有提前获得其他方同意的情况下，本托管协议或本协议项下的任何权益均不得由任何一方全部或部分转让。本托管协议受加利福尼亚州法律的管辖并根据加利福尼亚州的法律解释。本协议任何一方不可撤销地放弃对场地依据，非方便法院原则或任何类似依据的异议，并不可撤销地同意通过邮件或任何其他有关法律允许的形式而进行的传票送达以及同意加利福尼亚州法院的审判。双方进一步在此放弃与因托管协议而产生的任何诉讼或司法程序有关的任何陪审团的审判权。本托管协议任何一方将不对另一方承担因天灾，火灾，水灾，罢工，设备或传送装置故障，或其他无法控制的合理原因而造成的损失或引起的本托管协议的无法履行负责。本托管协议一式多份，每份都被视为原件，但所有这些将组成同一份文件。

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date set forth in Schedule 1.

基于上述原因，本协议各方已于附件 1 中所载的日期签署了本托管协议。

Hawaii Ocean Plaza LP
夏威夷海洋广场有限合伙公司

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

By: _____
签署人： _____
Print Name:
打印名称：
Title:
职称：

American Investment Immigration Fund
美国投资移民基金
As Escrow Agent
作为托管代理

By: _____
签署人： _____
Print Name:
打印名称：
Title:
职称：

Schedule 1
附件 1

Effective Date: December 22, 2016
生效日: 2016年12月22日

Name of Company: Hawaii Ocean Plaza LP
公司名称: 夏威夷海洋广场有限合伙公司
Company Notice Address: 9911 Valley Boulevard, El Monte, California 91731
公司通知地址: 9911 Valley Boulevard, El Monte, 加利福尼亚 91731

Name of Escrow Agent: American Investment Immigration Fund
托管代理名称: 美国投资移民基金
Escrow Agent's Address: 9911 Valley Boulevard, El Monte, California 91731
托管代理地址: 9911 Valley Boulevard, El Monte, 加利福尼亚 91731

Investment: [select one]
投资: 【选择一项】

- [X] Such other investments as Company and Escrow Agent may from time to time mutually agree upon in a writing executed and delivered by Company and accepted by the Escrow Agent.
 [X] 本公司和托管代理不时以书面形式同意地由本公司签署及交付并由托管代理接受的其他投资。
- [] The Escrow Deposit shall remain uninvested.
 [] 托管存款应不被用于投资。

Schedule 2
附件 2

Telephone Number(s) for Call-Backs and
Person(s) Designated to Confirm Funds Transfer Instructions
回电号码及被指定确认资金转账指示的人

If to Company:
对于公司:

| <u>Name</u> 姓名 | <u>Telephone Number</u> 电话号码 |
|------------------------|---------------------------------|
| 1. Zhong Fang 1. 方中 | 626-575-7146 626-575-7146 |
| 2. Min Hu 2. 胡敏 | 626-575-7146 626-575-7146 |

Telephone call-backs may be made to Company.
可以向本公司回电。

EXHIBIT A
附件 A
托管资金发放的公司指示形式

_____, 2016
_____, 2016

American Investment Immigration Fund
9911 Valley Blvd.
El Monte, CA 91731
美国投资移民基金
9911 Valley Blvd.
El Monte, CA 91731

Hawaii Ocean Plaza LP (the "**Company**") pursuant to the ESCROW AGREEMENT, dated as of December 22, 2016 ("**Escrow Agreement**"), by and between Company and American Investment Immigration Fund as Escrow Agent thereunder ("**Escrow Agent**"), hereby (1) directs the release of the Escrow Funds deposited by [INVESTOR NAME] in the amount indicated below and (2) certifies that this direction to release is in accordance with the Subscription Agreement and the Escrow Agreement and is being directed upon the satisfaction of one or more of the following:

根据本公司和托管代理，美国投资移民基金（“**托管代理**”）于 2016 年 12 月 22 日签署的托管协议（“**托管协议**”），夏威夷海洋广场有限合伙公司（“**本公司**”）在此（1）指示依照如下金额发放由[投资者姓名]存储的托管资金，并（2）保证该资金发放的指示符合认购协议和本托管协议，且满足以下一项或多项条件：

Release of Administrative Fee:
管理费发放：

- _____(a) Release of Administrative Fee: Investor has delivered a Subscription Agreement and Capital Contribution to the Company; therefore \$50,000 of Investor's Administrative Fee currently held by Escrow Agent are to be wired to the Company.
- _____(a) 管理费发放：投资者已向本公司交付认购协议和出资；因此，目前由托管代理持有的 50,000 美元的投资者管理费将电汇至本公司。

Release of Capital Contribution:
出资发放：

- _____(b) Release of Capital Contribution: Attached hereto is a copy of the notice from Investor or Investor's I-526 petition filing attorney notifying Company that Investor's I-526 petition has been prepared for filing with the USCIS; therefore the full amount of Investor's Capital Contribution currently held by the Escrow Agent are to be wired to the Company.
- _____(b) 出资发放：随附的是投资者或投资者的 I-526 申请提交代理人发出的通知副本，以通知本公司投资者的 I-526 申请已可提交于美国移民局；因此，目前由托管代理持有的投资者出资将全额电汇至本公司。

Wire Amount:

电汇金额:

Wire Instructions:

电汇说明:

Sincerely,

此致

Company

公司

By: _____

签署: _____

EB-5 INVESTOR ACKNOWLEDGEMENT OF ESCROW TERMS
EB-5 投资者对托管条款的承诺书

To: American Investment Immigration Fund
至: 美国投资移民基金

Re: Escrow Agreement dated December 22, 2016 between Hawaii Ocean Plaza LP and American Investment Immigration Fund as Escrow Agent, under the EB-5 Program ("Escrow Agreement")
关于: 根据 EB-5 投资移民计划, 夏威夷海洋广场有限合伙公司和托管代理, 美国投资移民基金于 2016 年 12 月 22 日签署的托管协议 (“托管协议”)

Investor Information:

投资者信息:

Name:

姓名:

Birthdate:

出生日期

Address:

地址:

Identification No.: _____
识别号: _____

(Must be Number of Passport or other government-issued document)
(必须是护照号或其他政府文件号)

Country of Issuance:

发行国家:

(Required) Copy of Passport or Government-Issued Document is attached (Must include investor's signature).

(要求) 随附 护照副本, 或 政府文件副本 (应包括投资者签名)。

Investor Acknowledgement:

投资者承诺:

I hereby acknowledge receipt of a copy of the Escrow Agreement referenced above (along with Amendment(s) dated _____, if applicable). I have read and understood the Escrow Agreement and agree to be bound by its terms.

本人在此确认已收到上述托管协议副本 (及 _____ 托管协议修正本, 如有)。本人已阅读并理解本托管协议和同意受其条款约束。

American Investment Immigration Fund is acting as escrow agent for this EB-5 Project, and its only duty is to hold Investor funds in an escrow account according to the terms and conditions of the above-referenced escrow agreement. American Investment Immigration Fund is not a party to any agreement between the Investor and the EB-5 Project. American Investment Immigration Fund is not licensed as an escrow agent in the State of California or with any regulatory agency and is affiliated with this EB-5 Project, the Company and the Regional Center. Escrow Agent does not make any representations or warranties regarding the EB-5 Program or Investor's investment.

美国投资移民基金作为本 EB-5 投资移民计划的托管代理, 其唯一的职责是根据上述托管协议的条款和条件将投资者资金存于托管账户。美国投资移民基金不是投资者和本 EB-5 投资移民计划之间任何协议的缔约方。美国投资移民基金不被许可作为在加利福尼亚州或任何监管机构的托管代理, 且美国投资移民基金与本 EB-5 投资移民计划, 本公司和区域中心相关联。托管代理不对 EB-5 投资移民计划或投资者投资作出任何声明或保证。

Terms of Disbursement:

支付条款:

1. I authorize American Investment Immigration Fund to disburse the administrative fees of up to \$50,000 to Hawaii Ocean Plaza LP immediately upon receipt of the Capital Contribution and executed Subscription Agreement.

1. 本人授权美国投资移民基金在收到出资和签署认购协议后即向夏威夷海洋广场有限合伙公司支付高达50,000美元的管理费。

2. I authorize American Investment Immigration Fund to disburse the full amount of investment monies to Hawaii Ocean Plaza LP upon notice to Hawaii Ocean Plaza LP from my I-526 petition filing attorney or from myself that my I-526 petition has prepared for filing with the USCIS.

2. 本人授权美国投资移民基金在本人的 I-526 申请提交代理人或本人通知夏威夷海洋广场有限合伙公司本人的 I-526 申请已可提交于美国移民局后向夏威夷海洋广场有限合伙企业支付全额投资款。

Dated:

日期:

By: _____

Applicant Name:

签署人: _____

申请人姓名:

Note: The signatures on this acknowledgement and on the attached document (e.g. copy of Passport) must match each other.

注: 本承诺书和随附文件(如: 护照副本)上的签名须保持一致。