

# SAMPLE AUTOMATED EB-5 PROJECT SUBSCRIPTION AGREEMENT



**HELPS REGIONAL CENTERS SAVE TIME AND MONEY,  
AND REDUCE ERRORS**

BROUGHT TO YOU BY:



**To Learn More and Automate Your Project's Subscription Agreement**

**Phone: 800-288-9138 E-mail: [info@eb5an.com](mailto:info@eb5an.com)**

**Disclaimer:** This Automated Subscription Agreement (or "Tool") is not comprehensive and is designed solely as a starting point and supplement for improving the EB-5 investment subscription process. This Tool is provided free of charge. In no way should this Tool or the results thereof be construed as legal, financial, immigration, investment or any other form of advice. EB5 Affiliate Network, LLC explicitly disclaims and is not responsible for any investment, legal, immigration or any other decisions made by anyone with respect to this Tool. Persons using this Tool do so at their own risk.

**Data Entry Form for  
Miami Hotel Subscription Agreement**



This is an automated PDF form. Please complete the fields listed here and on the next page and the data will populate throughout the subscription agreement. Then print, review, and sign the areas marked with red arrows.

Date (MM/DD/YYYY)	Month ____ / Day ____ / Year 20 ____		
Title (Mr./Ms./Mrs.)	<input type="checkbox"/> Male <input type="checkbox"/> Female		
Full Name (Native Language)			
Full Name (English)			
First Name			
Middle Name			
Last Name	Suffix:		
Birthday (MM/DD/YYYY)			
Address			
City	State:	Province / County Subdivision:	
Territory	Country:	Zip / Postal Code:	
Address (in Native Language)			
City	State:	Province / County Subdivision:	
Territory	Country:	Zip / Postal Code:	
Telephone (Day)	Telephone (Night):		
Facsimile	Email Address:		
Occupation	Current Occupation:		
Current Employer	Number of Years:		
Position/Title			
Business Address			
Business Telephone	Business E-mail:		
Unexpired Photo Government ID Number			
Type of Unexpired Photo Government ID			
Issuance Date (MM/DD/YYYY)	Expiration Date (MM/DD/YYYY):		
Country of Government ID	Country of Birth:		
State / Province Subdivision of Government ID			
Unexpired Passport Number	Country of Passport:		
State / Province Subdivision of Passport Issuance			
Issuance Date (MM/DD/YYYY)	Expiration Date (MM/DD/YYYY):		
Professional Education and Degrees			
Prior Employment or Occupation			
Nature of Responsibility	From / To:		
Prior Employment or Occupation			
Nature of Responsibility	From / To:		
<input type="checkbox"/> Individual net worth or joint net worth with spouse exceeds \$1,000,000.			
<input type="checkbox"/> Income (last two years) over \$200,000 (individual) or \$300,000 (with spouse)			
<input type="checkbox"/> Non-US Resident			
<input type="checkbox"/> Yes <input type="checkbox"/> No Previously purchased US securities based on the private offering exemption.			
I certify that I hold or have held citizenship and/or residency in the following counties:			
My native language is:			
I speak and read the following language(s) fluently:			
<b>SPOUSE INFORMATION</b>			
Spouse Name (English):			
Spouse Name (Native Language):			

Data Entry Form for  
**Miami Hotel Subscription Agreement**



NES Financial			
Dependents associated with the I-526 petition, if any (attach additional sheets, if necessary):			
01. Relationship Type ( <i>check one</i> )	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Child
Title			
First Name	Last Name:		Suffix:
Birthday (MM/DD/YYYY)	Social Security:    -    -		Passport #:
02. Relationship Type ( <i>check one</i> )	<input type="checkbox"/> Husband	<input type="checkbox"/> Wife	<input type="checkbox"/> Child
Title			
First Name	Last Name:		Suffix:
Birthday (MM/DD/YYYY)	Social Security #:    -    -		Passport #:
Wire Originator Name	Country of Wire Origination:		
If Wire Originator is not Subscriber, indicate how Subscriber is related to Wire Originator:			
Please describe how you earned the funds you will invest in the Offering, including the source of those funds and the name(s) and address(es) of the financial institution from which those funds will be wired to the escrow account. <i>Please provide as much detail as possible.</i>			
Line 1:			
Line 2:			

**MIAMI HOTEL EB-5 FUND, LP**

**Private Placement of  
Units of Partnership Interests**

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**SUBSCRIPTION BOOKLET**

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## INSTRUCTIONS FOR SUBSCRIBERS

This Subscription Booklet contains:

- (A) a Subscription Agreement (the “Subscription Agreement”) with two sets of duplicate signature pages;
- (B) an Investor Suitability Questionnaire (the “Investor Suitability Questionnaire”);
- (C) duplicate signature pages to the Limited Partnership Agreement of Miami Hotel EB-5 Fund, LP (the “Limited Partnership Agreement”); and
- (D) a Form W-9 (to be completed by each subscriber who is a resident of the United States) and a Form W-8BEN (to be completed by each subscriber who is a nonresident alien).<sup>1</sup>

*Each of the above-mentioned documents (including all of the signature pages) must be completed and properly executed by or on behalf of the person making the investment before a subscription will be accepted; provided, that the Form W-9 is only required for persons who are United States residents (and the Form W-8BEN, which is available at [www.irs.gov](http://www.irs.gov), is required for persons who are neither citizens nor residents of the United States).<sup>2</sup>*

In addition, a Spousal Consent and Intervention (the “Spousal Consent and Intervention”), a Privacy Notice (the “Privacy Notice”) and an [Acknowledgment of Receipt of Escrow Agreement and Consent to Disclose Information] (the “Escrow Acknowledgment”) is included at the end of this Subscription Booklet.

Please direct any questions regarding the terms and provisions of this offering or regarding the subscription procedure to:

c/o EB5 Affiliate Network, LLC  
3801 PGA Boulevard, Suite 902  
Palm Beach Gardens, Florida 33410  
Attention: Michael Schoenfeld  
E-mail: [mike.schoenfeld@eb5an.com](mailto:mike.schoenfeld@eb5an.com)  
Facsimile: +1 (561) 775-7503

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<sup>1</sup> For purposes of this Subscription Booklet, a person is a resident of the country in which he or she permanently (and not temporarily) resides. In other words, you are not a resident of the US if you have been admitted to the U.S. for a temporary stay that will end when the purpose of that stay has been met. Individuals in temporary non-immigrant visa status have visas which begin with letters: B, F, J, TN, H, L, O, etc. On the other hand, an individual that has been granted a green card to live and work in the U.S. indefinitely is considered a lawful permanent resident under the immigration laws.

<sup>2</sup> See “Taxpayer Identification Number and Certification” instructions below.

## General Instructions

1. **Subscription Agreement.** On *each* of the two duplicate signature pages to the Subscription Agreement fill in (a) date the Subscription Agreement was signed by you, (b) your signature, (c) your printed name in your native language, (d) your printed name in English, (e) your government identification number, (f) your passport number, (g) your address in your native language, and (h) your address in English, as applicable.

2. **Investor Suitability Questionnaire.** On the signature page fill in (a) your signature, (b) your printed name, and (c) date the Investor Suitability Questionnaire was signed by you.

3. **Limited Partnership Agreement Signature Pages.** On *each* of the two duplicate signature pages provided fill in: (a) date the Limited Partnership Agreement was signed by you, (b) your signature, (c) your printed name, (d) your telephone number, (e) your e-mail address, and (f) your street address.

4. **Taxpayer Identification Number and Certification.** For purposes of this paragraph 4 only, “United States Person” means a person that is a United States citizen or resident.

(a) **United States Persons.** If you are a “United States person” you must complete a Form W-9. Form W-9 is necessary for the Partnership to comply with its tax filing obligations and to establish that you are not subject to certain withholding tax obligations applicable to non-United States persons. The completed Form W-9 should be returned with your Subscription Agreement. ***Do not send the completed Form W-9 to the IRS.***

(b) **Non-United States Persons.** If you are not a “United States person” you are required to provide information about your status for withholding tax purposes on Form W-8BEN, as more specifically described in the instructions accompanying that form. If you are not a “United States person” you must also provide a United States taxpayer identification number (“TIN”) on the applicable Form W-8 or provide proof satisfactory to the General Partner (as defined in the Subscription Agreement) that you have applied for a TIN. You may access the IRS website ([www.irs.gov](http://www.irs.gov)) to obtain the appropriate Form W-8 and its instructions. The completed forms should be returned with your Subscription Agreement. ***Do not send them to the IRS.***

Non-United States persons may also be asked to provide certain information with respect to themselves under the Foreign Account Tax Compliance Act (“FATCA”) provisions of the U.S. Internal Revenue Code of 1986, as amended, and the regulations of the U.S. Treasury Department promulgated thereunder (the “Code”), in order for the Partnership to be in compliance with FATCA and to avoid withholding under Chapter 4 of the Code. The information required under the FATCA provisions of the Code is separate and distinct from the Form W-8 certifications described above.

*If you are a foreign investor you should consult your own personal tax advisor with regard to the effect of United States federal, state and local tax laws and foreign laws on an investment in the Partnership, the completion of an Internal Revenue Service form and the*

*potential that the Partnership will be required to withhold U.S. federal, state and local income taxes from amounts otherwise distributable to you.*

5. **Spousal Consent and Intervention.** If you are married, your spouse should fill in (a) their signature, (b) their printed name in English, and (c) their printed name in their native language, as applicable.

6. **Privacy Notice.** The Privacy Notice, which is provided to you as a result of the privacy notice and disclosure regulations promulgated by the Federal Trade Commission under the Gramm-Leach-Bliley Act, explains the manner in which the Partnership collects, uses and maintains nonpublic personal information about you.

7. **Escrow Acknowledgment.** The Escrow Acknowledgment, which is provided to you at the request of the financial institution acting as the escrow agent for your funds specified in paragraph 8 below, explains the manner in which your funds will be released to the Partnership before your I-526 Petition (as defined in the Subscription Agreement) has been adjudicated by the United States Citizen and Immigration Service and the party responsible to return such funds if your I-526 Petition is denied.

8. **Payment of Capital Commitment.** The capital commitment to be paid under the Subscription Agreement is stated in U.S. dollars and shall be by wire transfer, in immediately available funds to the account set forth immediately below. All wire fees assessed by the originating bank and any intermediary bank must be paid by you separately and not deducted from the wire transfer.

Bank: Escrow Bank  
Bank Address: 399 Park Avenue  
New York, New York 10022  
ABA 021000089  
SWIFT: EBUS33  
Account Name: Miami Hotel EB-5 Fund GP, LLC  
FBO Miami Hotel EB-5 Fund, LP  
Escrow Bank as Escrow Agent  
Account Number: 0123456789  
References (required): Subscriber Name: \_\_\_\_\_

9. **Payment of Administrative Fee.** The Administrative Fee to be paid under the Subscription Agreement is stated in U.S. dollars and shall be by wire transfer, in immediately available funds, paid to the account set forth immediately below. All wire fees assessed by the originating bank and any intermediary bank must be paid by you separately and not deducted from the wire transfer.

Bank: Escrow Bank  
Bank Address: 399 Park Avenue  
New York, New York 10022  
ABA 021000089  
SWIFT: EBUS33  
Account Name: Miami Hotel EB-5 Fund GP, LLC  
FBO Miami Hotel EB-5 Fund, LP  
Escrow Bank as Escrow Agent  
Account Number: 0123456789  
References (required): Subscriber Name: \_\_\_\_\_

*Returning Subscription Materials for  
the Closing*

The initial closing of this subscription shall take place at such date and time as the Partnership may determine. All subscription documents (including all signature pages for the Subscription Agreement, Investor Suitability Questionnaire and Limited Partnership Agreement) should be signed and returned to the Partnership at the following address:

c/o EB5 Affiliate Network, LLC  
3801 PGA Boulevard, Suite 902  
Palm Beach Gardens, Florida 33410  
E-mail: subscriptions@eb5an.com  
Facsimile: +1 (561) 775-7503

The Partnership reserves the right at any time to accept or reject all or any portion of any subscription in its sole discretion. If a subscription is rejected in its entirety, all subscription documents will be returned to you. If a subscription is accepted in whole or in part, you will receive (i) a copy of the accepted Subscription Agreement, and (ii) a copy of the executed Limited Partnership Agreement.



THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”) OR THE SECURITIES LAWS OF ANY U.S. STATE, THE EUROPEAN UNION, THE PEOPLE’S REPUBLIC OF CHINA, OR OTHER NON-U.S. JURISDICTION, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS, AND MAY NOT BE TRANSFERRED, ASSIGNED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH STATE SECURITIES LAWS AND IN ACCORDANCE WITH THE PARTNERSHIP’S GOVERNING DOCUMENTS.

## **SUBSCRIPTION AGREEMENT**

### 1. Subscription.

- 1.1. The undersigned subscriber (“**Subscriber**”), intending to be legally bound, hereby irrevocably agrees to purchase from Miami Hotel EB-5 Fund, LP, a Delaware limited partnership (the “**Partnership**”), one (1) unit of partnership interest in the Partnership (the “**Unit**”), at a subscription price of US\$500,000 (the “**Commitment**”) following the Partnership’s delivery to Subscriber of an acceptance page to this subscription agreement (this “**Subscription Agreement**”) signed by the Partnership.
- 1.2. The Partnership may accept, in its sole discretion, the Commitment by delivery to Subscriber of an acceptance page to this Subscription Agreement signed by the Partnership. If so accepted, this Subscription Agreement may not be cancelled, terminated or revoked by Subscriber. Unless otherwise defined herein, capitalized terms used in this Subscription Agreement will have the meanings given to such terms in the Limited Partnership Agreement of the Partnership dated April 22, 2017, as amended from time to time (the “**Limited Partnership Agreement**”). Miami Hotel EB-5 Fund GP, LLC, a Delaware limited liability company, is the general partner of the Partnership (the “**General Partner**”).
- 1.3. Subscriber agrees to deposit his or her Commitment into the escrow account (“**Escrow Account**”) specified in the Confidential Offering Memorandum provided by the Partnership to Subscriber, dated as of May 1, 2017 (as amended and supplemented on or prior to the initial acceptance date for this subscription, the “**Memorandum**”) contemporaneously with Subscriber’s execution and delivery of this Subscription Agreement to the Partnership.
- 1.4. In addition to Subscriber’s Commitment, Subscriber shall deliver to the Escrow Account, contemporaneously with Subscriber’s execution and delivery of this Subscription Agreement to the Partnership, an administrative fee in the amount of US\$50,000 (the “**Administrative Fee**”).
- 1.5. Subscriber agrees and acknowledges that Subscriber’s Commitment and Administrative Fee will be maintained and distributed in accordance with that certain Subscription and Administrative Fee Escrow Agreement dated May 10, 2017 (the “**Escrow Agreement**”) among the Partnership, the General Partner, NES Escrow Services Corp. and Escrow Bank (the “**Escrow Agent**”), as such Escrow Agreement may be amended from time to time in accordance with its terms, but subject to any contrary provisions set forth in this Subscription Agreement or the Limited Partnership Agreement. The Escrow Account will be established pursuant to the Escrow Agreement.
- 1.6. If Subscriber elects to cancel, terminate or revoke this Subscription Agreement at any time prior to the Partnership’s delivery to Subscriber of an acceptance page to this Subscription Agreement, the Partnership or its designee shall instruct the Escrow Agent to return the entire Commitment and a portion of the Administrative Fee (each without interest) to Subscriber, it being understood that the Partnership has sole discretion over the amount of Administrative Fee to be released to

Subscriber and the amount to be released to the Partnership (or its designee) to cover legal and administrative fees and expenses incurred by the Partnership (or its designee).

- 1.7. If Subscriber's subscription for the Unit is rejected by the Partnership because the Partnership determines, in its sole discretion, that Subscriber will be unable to receive (or otherwise may face challenges in receiving) benefits under the EB-5 Program (as defined in the Limited Partnership Agreement), the Partnership or its designee shall instruct the Escrow Agent to return the entire Commitment and Administrative Fee (each without interest) to Subscriber within thirty (30) calendar days following such rejection. If Subscriber's subscription is rejected by the Partnership because Subscriber is unable to demonstrate a satisfactory source of funds to the Partnership, or because of misstatements or omissions in any questionnaire or other information provided by Subscriber to the Partnership, then the Partnership or its designee shall instruct the Escrow Agent to return the entire Commitment and a portion of the Administrative Fee (each without interest) to Subscriber, it being understood that the Partnership has sole discretion over the amount of Administrative Fee to be released to Subscriber and the amount to be released to the Partnership (or its designee) to cover certain legal and administrative fees and expenses. If Subscriber's subscription for a Unit is accepted by the Partnership, the return of Subscriber's Commitment and Administrative Fee, as applicable, including returns relating to Subscriber's withdrawal of, or failure to file timely, his or her Form I-526 Immigrant Petition by Alien Entrepreneur ("***I-526 Petition***"), filed or to be filed by a Limited Partner with the United States Citizenship and Immigration Services ("***USCIS***") for adjudication or the denial of Subscriber's I-526 Petition by the USCIS, will be governed by the provisions of the Limited Partnership Agreement.

2. Investor Suitability Questionnaire; Tax Forms.

- 2.1. The attached investor suitability questionnaire that Subscriber has completed (together with all similar and/or related statements and/or agreements required to be completed with respect to Subscriber's Commitment, the "***Investor Suitability Questionnaire***") and each of the tax forms that Subscriber has delivered (collectively, the "***Tax Forms***"), are incorporated herein by reference in their entirety and made a part hereof, and Subscriber represents, warrants and agrees that all of the statements, answers and information in the Investor Suitability Questionnaire and the Tax Forms are true and correct as of the date hereof, will be true and correct as of the date and/or dates of the acceptance of this subscription and, as of each such date, do not and will not omit to state any material fact necessary in order to make the statements contained therein not misleading.
- 2.2. Subscriber further represents that he or she has been advised by the Partnership to engage tax counsel to assist with the effects of United States federal, state and local tax laws and foreign tax laws on an investment in the Partnership, the completion of any Internal Revenue Service form and the potential that the Partnership will be required to withhold U.S. federal income taxes from amounts otherwise distributable to foreign investors

3. Representations and Warranties of Subscriber. As a material inducement for the Partnership to accept Subscriber's subscription and to admit Subscriber as a limited partner pursuant to the Limited Partnership Agreement, Subscriber hereby represents and warrants to the Partnership that:

- 3.1. Subscriber is a natural person at least eighteen (18) years old and it is within Subscriber's right, power and capacity to execute this Subscription Agreement and the Limited Partnership Agreement, to invest in the Partnership and to fund his/her Commitment as contemplated by this Subscription Agreement and the Limited Partnership Agreement. Further, (1) the source of Subscriber's Commitment will be Subscriber's separate property and Subscriber will hold the

Unit of the Partnership as separate property, or (2) Subscriber has the authority alone to bind his or her spouse with respect to this Subscription Agreement, the Limited Partnership Agreement and all agreements contemplated hereby and thereby.

- 3.2. The Limited Partnership Agreement shall become binding upon Subscriber on the later of (i) the date of the Limited Partnership Agreement and (ii) the date, if any, that the General Partner accepts this subscription. This Subscription Agreement is a valid and binding agreement, enforceable against Subscriber in accordance with its terms. Subscriber understands that, except as explicitly provided for by law in certain non-United States jurisdictions, Subscriber is not entitled to cancel, terminate or revoke this Subscription Agreement or any of the powers conferred herein.
- 3.3. The execution and delivery of this Subscription Agreement (including the Investor Suitability Questionnaire) by Subscriber, the consummation of the transactions contemplated hereby and thereby, and the performance of Subscriber's obligations under this Subscription Agreement and the Limited Partnership Agreement will not conflict with, or result in any violation of or default under, any agreement or other instrument to which Subscriber is a party or by which Subscriber or any of his/her properties are bound, or any United States or non-United States permit, franchise, judgment, decree, statute, order, rule or regulation applicable to Subscriber or Subscriber's business or properties.
- 3.4. Subscriber has received and read a copy of the Memorandum, this Subscription Agreement and the Limited Partnership Agreement (collectively, the "**Offering Materials**") and Subscriber has relied on nothing other than the Offering Materials in deciding whether to make an investment in the Partnership. In addition, Subscriber acknowledges that Subscriber has been given the opportunity to (i) ask questions and receive satisfactory answers concerning the terms and conditions of the Offering, (ii) perform his/her own independent investigations and (iii) obtain additional information in order to evaluate the merits and risks of an investment in the Partnership and to verify the accuracy of the information contained in the Offering Materials. No statement, printed material or other information that is contrary to the information contained in the Offering Materials has been given or made by or on behalf of the General Partner and/or the Partnership to Subscriber. Subscriber has consulted, to the extent deemed appropriate by Subscriber, with Subscriber's own advisers as to the financial, tax, legal, accounting, regulatory and related matters concerning an investment in the Unit and on that basis understands the financial, tax, legal, accounting, regulatory and related consequences of an investment in the Unit, and believes that an investment in the Unit is suitable and appropriate for Subscriber.
- 3.5. Subscriber understands that the Unit subscribed for hereunder has not been, and will not be, registered under the Securities Act, or any state or non-United States securities laws, and are being offered and sold in reliance upon United States federal, state and applicable non-United States exemptions from registration requirements for transactions not involving a public offering. Subscriber recognizes that reliance upon such exemptions is based in part upon the representations of Subscriber contained in this Subscription Agreement (including the Investor Suitability Questionnaire and the Tax Forms).
- 3.6. Subscriber is either (i) an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act ("**Regulation D**") or (ii) not a "U.S. Person" as that term is defined in Rule 902 promulgated under the Securities Act ("**Rule 902**"). If Subscriber is not a "U.S. Person" under the Securities Act, Subscriber further represents, warrants and covenants that (A) Subscriber is not subscribing the Unit for the account or benefit of any person that is a "U.S. Person" under the Securities Act, (B) the offer and sale of the Unit to Subscriber constitutes an "offshore transaction," as that term is defined in Rule 902 and/or has been made in conformity

with Regulation D and (C) Subscriber will resell the Unit, in whole or in part, only (1) in accordance with the provisions of applicable non-United States securities laws and regulations, applicable state securities laws and regulations and the Limited Partnership Agreement and (2) in accordance with the provisions of Regulation S (Rules 901 through 905) promulgated under the Securities Act and the “preliminary notes” (as that term is defined in Regulation S), pursuant to a registration under the Securities Act or pursuant to an available exemption from registration under the Securities Act.

- 3.7. Subscriber understands that (i) the Partnership does not intend to register as an investment fund under the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (the “*Investment Company Act*”), and (ii) Subscriber will not be afforded the protections provided to investors in registered investment companies under the Investment Company Act.
- 3.8. Subscriber recognizes that (i) an investment in the Partnership involves certain risks (including, without limitation, those described in the Memorandum), (ii) the Unit will be subject to certain restrictions on transferability as described in the Limited Partnership Agreement and (iii) as a result of the foregoing, the marketability of the Unit will be severely limited. Subscriber agrees that he/she will not transfer, sell, assign, pledge, mortgage or otherwise dispose of all or any portion of the Unit in any manner that would violate the Limited Partnership Agreement, the Securities Act or any United States federal or state or non-United States securities laws or subject the Partnership or the General Partner or any of its affiliates to regulation under the Investment Company Act or additional regulation under the United States Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder (the “*Investment Advisers Act*”), the rules and regulations of the United States Securities and Exchange Commission (the “*SEC*”) or the laws and regulations of any United States federal, state or municipal authority or any non-United States governmental authority having jurisdiction thereover.
- 3.9. Subscriber is aware that (i) the Partnership has no financial or operating history, (ii) investment returns set forth in the Memorandum or in any supplemental letters or materials thereto are not necessarily comparable to or indicative of the returns, if any, that may be achieved on investments made by the Partnership, (iii) the General Partner or a person or entity selected by the General Partner (which may be a manager, member, shareholder, partner or affiliate thereof) will receive substantial compensation in connection with the management of the Partnership, and (iv) no United States federal, state or local or non-United States agency, governmental authority or other person has passed upon the Unit or made any finding or determination as to the fairness of an investment in the Partnership.
- 3.10. Subscriber agrees that the General Partner and the Partnership may provide in any electronic medium (including via email or website access) any disclosure or document that is required by applicable securities laws to be provided to Subscriber. In addition, Subscriber hereby agrees that the board, committee or other persons, if any, designated in the Limited Partnership Agreement to provide approvals under the Investment Advisers Act on behalf of Subscriber, including, without limitation, any approvals required under Section 206(3) of the Investment Advisers Act and any consent to a transaction which would result in the “assignment” (within the meaning of the Investment Advisers Act) of the General Partner’s interest in the Partnership, is appointed and authorized to do so on behalf of Subscriber.
- 3.11. For certain investors who cannot qualify to acquire securities pursuant to an exemption from registration pursuant to Regulation S, the Partnership may offer its securities to an investor pursuant to Regulation D. Rule 506(c) of Regulation D under the Securities Act permits a fund offering securities to investors in a private offering to engage in a general solicitation for that

offering, provided that: (i) the Partnership only sells the securities to “accredited investors,” as defined by the SEC; (ii) the Partnership takes “reasonable steps” to verify that all those purchasers meet the SEC’s accredited investor requirements; and (iii) the offering meets the other applicable requirements of Rule 506. Accordingly, to the extent that Subscriber does not meet the requirements of Regulation S, Subscriber acknowledges that, to the extent applicable, the Partnership is required to comply with Rule 506(c) of Regulation D and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the “**Rule 506(c) Provisions**”). In furtherance of these efforts, Subscriber will be required to, and agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, that the Partnership may request in order to comply with the Rule 506(c) Provisions, including without limitation, such items as tax returns and/or a certification from a U.S. licensed attorney or certified public accountant that Subscriber is an “accredited investor” as that term is defined in Rule 501 of Regulation D.

- 3.12. Subscriber acknowledges that the Partnership seeks to comply with all applicable anti-money laundering laws and regulations. In furtherance of these efforts, Subscriber represents, warrants and agrees that (i) no part of the funds used by Subscriber to acquire the Unit or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Partnership by Subscriber and no distribution to Subscriber shall cause the Partnership or the General Partner to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Limited Partnership Agreement or any other agreement, to the extent required by any anti-money laundering law or regulation, the Partnership and the General Partner may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Unit, and Subscriber shall have no claim, and shall not pursue any claim, against the Partnership, the General Partner or any other Person in connection therewith.
- 3.13. Subscriber acknowledges that, to the extent applicable, the Partnership will seek to comply with the Foreign Account Tax Compliance Act provisions of the Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the “**FATCA Provisions**”). In furtherance of these efforts, Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Partnership may request in order to comply with the FATCA Provisions. Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Limited Partnership Agreement, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to Subscriber and such other reasonably necessary or advisable action by the Partnership or the General Partner with respect to the Unit (including, without limitation, required withdrawal), and Subscriber shall have no claim, and shall not pursue any claim, against the Partnership, the General Partner or any other Person in connection therewith. In the event that the General Partner of the Partnership, or any related entity, is an FFI (as defined by Treas. Reg. Sec. 1.1471-5(d)) or a Reporting FI (as defined in any relevant Intergovernmental Agreement for the Implementation of FATCA (a “**Relevant IGA**”)), then the General Partner shall have all necessary authority to cause the Partnership to be compliant with Sections 1471 through 1474 of the Code and the Treasury Regulations promulgated thereunder (“**FATCA**”) and/or such Relevant IGA. In the event the General Partner of the Partnership or

related entity should become compliant with FATCA and/or a Relevant IGA, then promptly, but in no event more than 10 business days following written request from the General Partner, Subscriber shall cooperate as requested by the General Partner with any actions the General Partner (in its sole discretion) determines to be necessary or appropriate to cause the Partnership or any related entity to become and remain compliant with FATCA and/or such Relevant IG; and Subscriber agrees that the Partnership may withhold payments to Subscriber in amounts, at such times, and in such manner as the General Partner determines may be required by FATCA.

- 3.14. Subscriber hereby requests and agrees, to the extent permitted by applicable law, that the General Partner and the Partnership shall refrain from sending to Subscriber (i) an annual privacy notice, as contemplated by 16 CFR Part 313, §313.5 (the Federal Trade Commission's Final Rules regarding the Privacy of Consumer Financial Information (the "*FTC's Final Privacy Rules*")), provided that the General Partner or the Partnership shall keep an annual privacy notice with the books and records of the business and such annual privacy notice shall be available to Subscriber upon its request, and (ii) any other information regarding the customer relationship, as contemplated by 16 CFR Part 313, §313.9(c)(2) (the FTC's Final Privacy Rules). Subscriber understands that, at any time subsequent to the date hereof, Subscriber may elect to receive any information contemplated by clauses (i) and (ii) above, but only to the extent that the General Partner or the Partnership is required by applicable law to deliver such information, by providing reasonable prior written notice to the General Partner or the Partnership, as applicable, to such effect.
- 3.15. Neither the General Partner nor any agent or employee of the Partnership or any General Partner, nor any other person has at any time expressly or implicitly represented, guaranteed, or warranted to Subscriber that Subscriber may freely transfer the Unit, that a percentage of profit and/or amount or type of consideration will be realized as a result of an investment in the Partnership, that past performance or experience on the part of the General Partner or the Partnership or any of their respective affiliates or any other person or entity in any way indicates the predictable results of the ownership of the Partnership or of the overall Partnership business, that any cash distributions from the Partnership's operations or otherwise will be made to the Partners by any specific date or will be made at all, or that any specific tax benefits will accrue as a result of an investment in the Partnership.
- 3.16. Subscriber has been advised to consult with Subscriber's own attorney regarding all legal matters concerning an investment in the Partnership and the tax consequences of participating in the Partnership, and has done so, to the extent Subscriber considers necessary.
- 3.17. Subscriber acknowledges that the tax consequences to Subscriber of investing in the Partnership will depend on Subscriber's particular circumstances, and neither the Partnership nor the General Partner or their partners, shareholders, members, managers, agents, officers, directors, employees, affiliates, or consultants will be responsible or liable for the tax consequences to Subscriber of an investment in the Partnership. Subscriber will look solely to, and rely upon, Subscriber's own advisers with respect to the tax consequences of this investment.

#### 4. Covenants of Subscriber.

- 4.1. Subscriber agrees to diligently and promptly prepare, file, and prosecute an I-526 Petition, including gathering and preparing proof of source of funds in advance of the General Partner's instruction to file the I-526 Petition, and preparing and filing the I-526 Petition promptly upon the General Partner's instruction to file the I-526 Petition, which will be given to Subscriber following the Partnership's delivery to Subscriber of an acceptance page to this Subscription Agreement along with a complete set of the project documents for such filing.

- 4.2. Subscriber agrees to file any documents provided by the General Partner to Subscriber in connection with Subscriber's I-526 Petition in exactly the form provided by the General Partner without any change whatsoever.
- 4.3. Subscriber agrees to promptly provide to the General Partner such information and documents as the General Partner may require confirming that the funds to be invested by Subscriber for the subscription of the Unit were lawfully obtained (which requirement may be met by Subscriber providing a letter addressed to the General Partner from a recognized and qualified firm of accountants or other professionals licensed to practice in the jurisdiction in which the undersigned resides, in form, substance and from a firm of accountants or other professionals acceptable to the General Partner and/or USCIS), together with such other documents as the General Partner may reasonably require.
- 4.4. Subscriber agrees to promptly provide to the General Partner copies of Subscriber's passport and such other documents that the General Partner deems appropriate in order for the General Partner to satisfy its "know your customer" requirements; to provide only accurate information to U.S. immigration authorities in all aspects of processing for U.S. permanent residence, and to promptly send to the Partnership copies of all notices of action, including receipt, request for evidence, notice of intent to deny, denial, certification, approval, and any other action on Subscriber's and Subscriber's family's applications and petitions associated with the subscription.
- 4.5. Subscriber agrees to diligently file and prosecute a Form I-829 Petition by Entrepreneur to Remove Conditions with USCIS within 24 months after the date conditional resident status is obtained.

5. Conditions to Obligations of the Partnership. The obligations of the Partnership hereunder are subject to the conditions that the representations and warranties of Subscriber in Section 3 hereof shall be accurate as of the date of the Partnership's delivery to Subscriber of an acceptance page to this Subscription Agreement, as though such representations and warranties had been made at and as of such date, and all of the terms, covenants, and conditions to this Subscription Agreement and the Limited Partnership Agreement to be complied with and performed by Subscriber on or before such date shall have been duly complied with and performed.

6. Confidentiality. Subscriber acknowledges and agrees that any information or data acquired from or about the Partnership not otherwise in the public domain, was received in confidence. Subscriber agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Agreement, or use to the detriment of the Partnership or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Partnership, including any business secrets of the Partnership. The existence of and the terms and disclosures of the Offering Documents shall be considered confidential information.

7. Indemnification. Subscriber shall defend, indemnify and hold harmless the Partnership, the General Partner, the Borrower or their respective affiliates, officers, directors, members, equityholders, employees, agents or advisors (the "**Project Parties**") who were or are a party to, or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of, or arising from any actual or alleged misrepresentation or misstatement of facts, or omission to represent or state facts, made by Subscriber to the Partnership concerning Subscriber or Subscriber's financial position, in connection with the offering and sale of the Units, against losses, liabilities and expenses actually incurred by a Project Party (including without limitation attorneys' fees, judgments, fines and amounts paid in settlement) in connection with such action, suit or proceeding.

8. Translation. Subscriber either reads and understands English or has had this Subscription Agreement, the Limited Partnership Agreement and all other Offering Documents related thereto translated by a trusted advisor into a language that Subscriber does understand. However, Subscriber agrees that only this Agreement, the Limited Partnership Agreement and the other Offering Documents related hereto and thereto in English shall have any legal force or effect, and any document translated by any person or entity other than the Partnership shall have no force or effect and shall not bind the Partnership, the General Partner or any of their respective affiliates.

9. Survival. All representations, warranties, and covenants contained in this Subscription Agreement, including without limitation Section 6 (*Confidentiality*) and Section 7 (*Indemnification*) hereof, shall survive the termination of this Subscription Agreement.

10. Counterparts. This Subscription Agreement may be signed in any number of counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.

11. Applicable Law. This Subscription Agreement, the rights, and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of Delaware (but not including the choice of law rules thereof).

[*Signature Pages Follow*]



IN WITNESS WHEREOF, Subscriber has duly executed and delivered this Subscription Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SUBSCRIBER:**



\_\_\_\_\_  
*Subscriber Signature*

\_\_\_\_\_  
*Subscriber Name in Native Language*

\_\_\_\_\_  
*Subscriber Name in English*

\_\_\_\_\_  
*Government ID Number*

\_\_\_\_\_  
*Passport Number*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Address in Native Language*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Address in English*

IN WITNESS WHEREOF, Subscriber has duly executed and delivered this Subscription Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SUBSCRIBER:**



\_\_\_\_\_  
*Subscriber Signature*

\_\_\_\_\_  
*Subscriber Name in Native Language*

\_\_\_\_\_  
*Subscriber Name in English*

\_\_\_\_\_  
*Government ID Number*

\_\_\_\_\_  
*Passport Number*

\_\_\_\_\_  
*Address in Native Language*

\_\_\_\_\_  
*Address in English*

IN WITNESS WHEREOF, the Partnership hereby accepts the foregoing subscription for US\$500,000 and admits Subscriber to the Partnership as a limited partner of the Partnership.

**SUBSCRIBER NAME:** \_\_\_\_\_

**DATE SUBSCRIPTION ACCEPTED:** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**PARTNERSHIP:**

MIAMI HOTEL EB-5 FUND, LP

By: Miami Hotel EB-5 Fund GP, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Title: Authorized Representative

## INVESTOR SUITABILITY QUESTIONNAIRE

The following information is furnished to Miami Hotel EB-5 Fund GP, LLC, a Delaware limited liability company (the “General Partner”) and Miami Hotel EB-5 Fund, LP, a Delaware limited partnership (the “Partnership”), in order to assist in determining whether the undersigned is qualified to invest in a private securities offering targeted to EB-5 immigrant investors (the “Offering”). Within the United States, this Offering is made as a private placement pursuant to Section 4(A)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and only to parties that are “accredited investors” as defined in Rule 501(a) of Regulation D under the Securities Act. Outside the United States, this Offering is made pursuant to Regulation S under the Securities Act, only to parties that are not “U.S. persons” as defined in Regulation S, and pursuant to exemptions from applicable securities laws of other countries.

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THE GENERAL PARTNER AND THE PARTNERSHIP WILL RELY UPON THE INFORMATION FURNISHED HEREIN FOR PURPOSES OF DETERMINING THE EXEMPTION FROM REGISTRATION THAT THE OFFERING RELIES UPON FOR THE UNDERSIGNED’S INVESTMENT, AND THAT THE SECURITIES ISSUED TO THE UNDERSIGNED ARE NOT REQUIRED TO BE REGISTERED UNDER THE SECURITIES ACT. INFORMATION PROVIDED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY; PROVIDED, HOWEVER, THAT THE UNDERSIGNED EXPRESSLY PERMITS THE GENERAL PARTNER AND THE PARTNERSHIP TO PRESENT THIS QUESTIONNAIRE TO SUCH PARTIES, INCLUDING ANY GOVERNMENT AGENCIES, OR, IF NECESSARY, FINANCIAL INSTITUTIONS, AS THEY MAY DEEM APPROPRIATE FROM TIME TO TIME IN ORDER TO ESTABLISH THAT THE OFFERING IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND OTHER APPLICABLE SECURITIES LAWS, FOR PURPOSES OF SECURING ADDITIONAL FINANCING FOR THE PROJECT, OR AS MAY OTHERWISE BE REQUIRED BY LAW.

**ALL FIELDS MUST BE COMPLETED:**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Full legal name of Subscriber)

Principal Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Unexpired Photo Government ID Number: \_\_\_\_\_  
Issuance Date of ID: \_\_\_\_\_ Expiration Date of ID: \_\_\_\_\_  
Country Issuing ID: \_\_\_\_\_ State/Province Subdivision: \_\_\_\_\_  
Type of ID: \_\_\_\_\_

*Note: A copy of the unexpired biographic and validity page of his or her own passport and those of each of any accompanying family member, and the duly executed IRS Form W-8 BEN included with the subscription materials for the Offering must be delivered by the undersigned to the issuer.*

Occupation: \_\_\_\_\_ Number of Years: \_\_\_\_\_  
Current Employer: \_\_\_\_\_ Position/Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business E-mail: \_\_\_\_\_  
Business or Professional Education and Degree: \_\_\_\_\_

## UNITED STATES ADMISSIBILITY VERIFICATION

Check the Yes/No box that applies to you or any family member who will immigrate with you for each question.

	Yes	No
Someone who has a communicable disease of public health significance; who has failed to present documentation of having received vaccinations in accordance with U.S. law; who has or has had a physical or mental disorder that poses or is likely to pose a threat to the safety or welfare of the foreign national or others; or who is a drug abuser or addict.		
Someone convicted of, or who admits having committed, a crime involving moral turpitude or violation of a law relating to a controlled substance or who is the spouse, son or daughter of such traffickers who knowingly has benefited from the trafficking activities in the past five years; who has been convicted of 2 or more offenses for which the aggregate sentences were 5 years or more; who is coming to the United States to engage in prostitution or commercialized vice or controlled substance; who has committed a serious criminal offense in the United States and who has asserted immunity from prosecution; who, while serving as a foreign government official and within the previous 24-month period, was responsible for or directly carried out particularly severe violations of religious freedom; or whom the President has identified as a person who plays a significant role in sever form of trafficking in persons, who otherwise has knowingly aided, abetted, assisted or colluded with such a trafficker in severe forms of trafficking in persons, or who is the spouse, son or daughter of such a trafficker who knowingly has benefited from the trafficking activities within the past five years.  Someone who seeks to enter the United States to engage in espionage, sabotage, export control violations, terrorist activities, the overthrow of the Government of the United States or other unlawful activity; who is a member of or affiliated with the communist or other totalitarian party; who participated in Nazi persecutions or genocide; who has engaged in genocide; or who is a member or representative or a terrorist organization as currently designated by the U.S. Secretary of State.		
Someone who is likely to become a public charge.		
Someone who seeks to enter for the purpose of performing skilled or unskilled labor who has not been certified by the Secretary of Labor; who is a graduate of a foreign medical school seeking to perform medical services who has not passed the NBME exam or its equivalent; or who is a health care worker seeking to perform such work without a certificate from the CGFNS or from an equivalent approved independent credentialing organization.		
Someone who failed to attend a hearing on deportation or inadmissibility within the last 5 years; who seeks or has sought a visa, entry into the United States, or any immigration benefit by fraud or misrepresentation; who knowingly assisted any other individual to enter or try to enter the United States in violation of law; who, after November 30, 1996, attended in student (F) visa status a U.S. public elementary school or who attended a U.S. public secondary school without reimbursing the school; or who is subject to a civil penalty under INA 274C.		

Someone who is permanently ineligible for U.S. citizenship; or who departed the United States to evade military service in time of war.		
Someone who was previously ordered removed within the last 5 years or ordered removed a second time within the last 20 years; who was previously unlawfully present and ordered removed within the last 10 years or ordered removed a second time within the last 20 years; who was convicted of an aggravated felony and ordered removed; who was previously unlawfully present in the United States for more than 180 days but less than one year who voluntarily departed within the last 3 years; or who was unlawfully present for more than one year or an aggregate of one year within the last 10 years.		
Someone who is coming to the United States to practice polygamy; who withholds custody of a US. citizen child outside the United States from a person granted legal custody by a U.S. court or intentionally assists another person to do so; who has voted in the United States in violation of any law or regulation; or who renounced U.S. citizenship to avoid taxation.		
Someone who is a former exchange visitor who has not fulfilled the 2-year foreign residence requirement.		
Someone determined by the Attorney General to have knowingly made a frivolous application for asylum.		
Someone who has ordered, carried out or materially assisted in extrajudicial and political killings and other acts of violence against the Haitian people; who has directly or indirectly assisted or supported any of the groups in Columbia known as FARC, ELN, or AUC; who through abuse of a governmental or political position has converted for personal gain confiscated or expropriated property in Cuba, a claim to which is owned by the United States, has trafficked in such property or has been complicit in such conversion, has committed similar acts in another country, or is the spouse, minor child or agent of an individual who has committed such acts; who has been directly involved in the establishment or enforcement of population controls forcing a woman to undergo an abortion against her free choice or a man or a woman to undergo sterilization against his or her free choice; or who has disclosed or trafficked in confidential U.S. business information obtained in connection with U.S. participation in the Chemical Weapons Convention or is the spouse, minor child or agent of such a person.		
Have you ever been convicted of any offense or crime?		
Have you ever been refused admission to the United States at a port-of-entry?		

*If the answers to any of the questions above are "Yes," please provide an explanation below, and add more sheets as necessary to include the full explanations.*

Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ADDITIONAL INVESTOR INFORMATION**

*Check the Yes/No box that applies to you or any family member who will immigrate with you for each question.*

	<b>Yes</b>	<b>No</b>
I am a legal resident of the country that is set forth above in the section of this questionnaire where I answered questions about my principle residence address; I am not a “U.S. Person” as such term is defined in Regulation S promulgated under the Securities Act.		
I am not a citizen or permanent resident of the United States.		
I did not receive an offer to invest in the Offering from within the geographic area of the United States; I did not execute the subscription agreement for the Offering or make any payments for the Offering from within the United States; and I agree to and shall execute and deliver to the issuer in the Offering an IRS Form W-8 BEN certifying that I am a nonresident as defined by the U.S. Internal Revenue Service.		
I certify that the funds to be invested by me in the Offering were earned in compliance with all applicable laws, and that such funds will be transferred in compliance with all applicable laws and, more specifically, via a wire transfer from an established financial institution where I have an account to the escrow account set up for the Offering.		
I have never done business or participated in a business or had residual ownership of a business in Iran, North Korea, Syria, Northern Sudan, Cuba or Myanmar.		
I am not a senior military, governmental or political official in a non-U.S. country or closely associated with an immediate family member of such an official.		
I hereby certify that I am not, and am not affiliated with, a “Specially Designated National” or “Blocked Person” listed on the Specially Designated Nationals List published by the U.S. Department of the Treasury’s Office of Foreign Assets Control, which may be accessed at: <a href="http://sdnsearch.ofac.treas.gov/">http://sdnsearch.ofac.treas.gov/</a> .		

*If the answers to any of the questions above are “No,” please provide an explanation below, and add more sheets as necessary to include the full explanations.*

Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## ADDITIONAL SUITABILITY QUESTIONS

1. Please describe how you earned the funds you will invest in the Offering, including the source of those funds and the name(s) and address(es) of the financial institution from which those funds will be wired to the escrow account. *Please provide as much detail as possible and add additional pages as necessary. Further, if property will be sold to create the funds, please describe the property and indicate where it is located.*

\_\_\_\_\_

\_\_\_\_\_

2. I certify that I hold or have held citizenship and/or residency in the following countries:

\_\_\_\_\_

3. My native language is: \_\_\_\_\_  
I speak and read the following language(s) fluently: \_\_\_\_\_

## ADDITIONAL INVESTOR REPRESENTATIONS:

- (1) I have such knowledge and experience in financial, tax and business matters that I am capable of analyzing the information made available to me in connection with the offering of the investments to evaluate the merits and risks of the investment and to make an informed investment decision.

Initial here: \_\_\_\_\_ 

- (2) Any purchases of the investment will be solely for my account, and not for the account of any other person or with a view to any resale or distribution thereof.

Initial here: \_\_\_\_\_ 

- (3) I understand that my investment in the Offering (i) is not guaranteed to result in my receiving an immigrant visa within any specific period of time or at all and (ii) may result in my loss of some or all of the capital that I invest and, further, that no assurance has been given me that my investment will earn a positive return.

Initial here: \_\_\_\_\_ 

- (4) I have (i) a net worth, either individually or upon a joint basis with my spouse, of at least US\$1,000,000, exclusive of personal residence<sup>3</sup>, or (ii) had an individual income in excess of US\$200,000 for each of the two most recent years, or a joint income with my spouse in excess of US\$300,000 in each of those years, and I have a reasonable expectation of reaching the same income level in the current year.

Initial here: \_\_\_\_\_ 

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<sup>3</sup> For purposes of calculating net worth the estimated fair market value of the primary residence is not included as an asset and the amount of debt secured by the primary residence, up to the estimated fair market value of the property, is not included as a liability. However, the amount of any debt secured by the primary residence that is in excess of the estimated fair market value of the primary residence is included as a liability. In addition, if the amount of debt secured by the primary residence increased within the last 60 days (other than as a result of acquiring the residence), then the amount of the increase is included as a liability.



To the best of my knowledge and belief, the information supplied by me in this questionnaire is true, complete and accurate in all respects as of the date set forth below. In addition, I agree to and shall notify the General Partner in writing (at the address set forth below) of any change in the foregoing information prior to the consummation of my purchase of securities in the Offering.



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*Subscriber Signature*

---

*Print Name*

---

*Date*

**NOTE TO SUBSCRIBER:**

This questionnaire is designed, in part, to obtain certain information from you for purposes of assisting in the determination of whether the General Partner or the Partnership may rely on an exemption from the registration requirements of the Securities Act. If the General Partner or the Partnership determines that another exemption may be applicable to one or more investors, then the General Partner and the Partnership each reserve the right to request additional information from you for purposes of assisting with that determination.

**(To be attached to and made part of the  
Limited Partnership Agreement of Miami Hotel EB-5 Fund, LP)**

The undersigned hereby acknowledges that the undersigned has received a copy of the Limited Partnership Agreement of Miami Hotel EB-5 Fund, LP, a Delaware limited partnership (the “**Partnership**”) dated as April 22, 2017 (the “**Limited Partnership Agreement**”).

The undersigned hereby executes the Limited Partnership Agreement as a Limited Partner by adoption of this document and consents to be bound by all of the terms and conditions of the Limited Partnership Agreement as a Limited Partner having one (1) Unit subscribed for by the undersigned 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 Limited Partnership Agreement and the Subscription Agreement.

**DATE:** \_\_\_\_\_

**LIMITED PARTNER:**



\_\_\_\_\_  
*Subscriber Signature*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Telephone Number*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Street Address*

**CAPITAL CONTRIBUTION:** US\$500,000  
**ADMINISTRATIVE FEE:** US\$50,000

**(To be attached to and made part of the  
Limited Partnership Agreement of Miami Hotel EB-5 Fund, LP)**

The undersigned hereby acknowledges that the undersigned has received a copy of the Limited Partnership Agreement Miami Hotel EB-5 Fund, LP, a Delaware limited partnership (the “**Partnership**”) dated as of April 22, 2017 (the “**Limited Partnership Agreement**”).

The undersigned hereby executes the Limited Partnership Agreement as a Limited Partner by adoption of this document and consents to be bound by all of the terms and conditions of the Limited Partnership Agreement as a Limited Partner having one (1) Unit subscribed for by the undersigned 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 Limited Partnership Agreement and the Subscription Agreement.

**DATE:** \_\_\_\_\_

**LIMITED PARTNER:**



\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Telephone Number*

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Street Address*

**CAPITAL CONTRIBUTION:** US\$500,000  
**ADMINISTRATIVE FEE:** US\$50,000

**MUST COMPLETE THIS FORM OR THE W-9 FORM**

Note: Most EB-5 investors will need to complete the W-8BEN Form.

Form **W-8BEN**

**Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)**

(Rev. January 2017)

Department of the Treasury  
Internal Revenue Service

► For use by individuals. Entities must use Form W-8BEN-E.  
► Information about Form W-8BEN and its separate instructions is at [www.irs.gov/formw8ben](http://www.irs.gov/formw8ben).  
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do NOT use this form if:**

**Instead, use Form:**

- You are NOT an individual . . . . . W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual . . . . . W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) . . . . . W-8ECI
- You are a beneficial owner who is receiving compensation for personal services performed in the United States . . . . . 8233 or W-4
- You are a person acting as an intermediary . . . . . W-8IMY

**Note:** If you are resident in a FATCA partner jurisdiction (i.e., a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

**Part I Identification of Beneficial Owner (see instructions)**

1 Name of individual who is the beneficial owner		2 Country of citizenship	
3 Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address.</b>			
City or town, state or province. Include postal code where appropriate.		Country	
4 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.		Country	
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		6 Foreign tax identifying number (see instructions)	
7 Reference number(s) (see instructions)		8 Date of birth (MM-DD-YYYY) (see instructions)	

**Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)**

9 I certify that the beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_ of the treaty identified on line 9 above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_

**Part III Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself for chapter 4 purposes,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
  - (a) not effectively connected with the conduct of a trade or business in the United States,
  - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
  - (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

**SIGN HERE**  
**Sign Here**

-----  
Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

-----  
Print name of signer Capacity in which acting (if form is not signed by beneficial owner)

**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.



<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## SPOUSAL CONSENT AND INTERVENTION

THIS SPOUSAL CONSENT AND INTERVENTION (the “*Spousal Consent*”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the undersigned is the spouse of \_\_\_\_\_, a subscriber (“*Subscriber*”) for one unit of partnership interest (the “*Unit*”) in Miami Hotel EB-5 Fund, LP, a Delaware limited partnership (the “*Partnership*”);

WHEREAS, the Partnership has been formed in order to extend a loan to Miami Downtown Hotel LLC, a Florida limited liability company, to partially finance the development and construction of a new 200-room brand-name full-service hotel with 10,000 square feet of ground-floor retail space, all as described in a Confidential Offering Memorandum provided by the Partnership to Subscriber (the “*Memorandum*”);

WHEREAS, pursuant to a certain Subscription Agreement delivered by Subscriber to the Partnership (the “*Subscription Agreement*”), Subscriber desires to subscribe for the Unit in the Partnership and to be admitted as a limited partner in the Partnership;

WHEREAS, it is a condition precedent of the Partnership’s acceptance of such Subscription Agreement that Subscriber, by execution of the Subscription Agreement, and Subscriber’s spouse, by execution of this Spousal Consent, each agrees to be bound by the terms and conditions of the Limited Partnership Agreement of the Partnership dated April 22, 2017, as may be amended from time to time (the “*Limited Partnership Agreement*”); and

WHEREAS, the undersigned desires to express his or her consent for his or her spouse to be bound by the terms and conditions of the Limited Partnership Agreement of the Partnership to the extent that such spouse, through community property rights or otherwise, has any rights in such Unit;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned does hereby agree as follows:

1. Warranties and Covenants. The undersigned hereby represents, warrants and covenants: (a) that he or she has received and read the Memorandum, the Subscription Agreement and the Limited Partnership Agreement, including all attachments and exhibits thereto (collectively, the “*Offering Documents*”); (b) that he or she has been provided the opportunity to ask questions of, and receive answers from, his or her spouse and/or his or her own legal or financial advisors, concerning the Offering Documents and to obtain any additional information relevant thereto, to the extent that such additional information can be acquired without unreasonable effort or expense; (c) that no requested information, oral or written, has been withheld; and (d) that he or she hereby intervenes in and consents to his or her spouse being bound by all of the terms and conditions of the Limited Partnership Agreement.
2. Miscellaneous. This Spousal Consent, the rights and obligations hereunder, and any claims or disputes relating hereto shall be governed by and construed in accordance with the laws of the State of Delaware (but not including the choice of law rules thereof). All the terms of this Spousal Consent shall be binding upon and shall inure to the benefit of and be enforceable by and against the undersigned and his or her respective heirs and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Spousal Consent on the date first above written.



\_\_\_\_\_  
*Spouse Signature*

\_\_\_\_\_  
*Print Name in English*

\_\_\_\_\_  
*Print Name in Native Language*

**PRIVACY NOTICE**  
**OF**  
**Miami Hotel EB-5 Fund, LP**  
**(the “Partnership”)**

Your privacy is very important to us. Federal law requires us to tell you how we collect, share and protect your personal information. In addition, federal law gives you the right to limit some but not all sharing of such information. This privacy notice sets forth our policies with respect to non-public personal information of current, prospective and former limited partners in the Partnership, and may be changed at any time, provided a notice of such change is given to you.

You provide us with personal information, such as your address, social security or other government identification number, assets and/or income information (i) in the subscription agreement, investor suitability questionnaires, tax forms and related documents, (ii) in correspondence and conversations with our representatives, and (iii) through transactions in the Partnership. We may also collect such information from third parties.

We do not disclose any of this non-public personal information about our limited partners to anyone, other than to our affiliates for ordinary business purposes, and to non-affiliated third parties (i) to the extent the procedures set forth in this privacy notice have been complied with and such limited partners have not opted out of disclosure; (ii) to the extent necessary to administer or effect a transaction that such limited partners have requested or authorized, including as necessary to facilitate investment in the Partnership; (iii) to service providers or joint marketers who agree to limit their use of such information; (iv) to the extent necessary to obtain financing for the Partnership; (v) with the consent or at the direction of such limited partners; (vi) to protect the confidentiality or security of our records; (vii) for required institutional risk control or for resolving limited partner disputes or inquiries; (viii) to persons acting in a fiduciary or representative capacity on behalf of the limited partners; and (ix) to the extent required or specifically permitted by law or reasonably necessary to prevent fraud, unauthorized transactions or liability.

We may also release non-public personal information about you if you direct us to do so, if we are compelled to do so by law, or in connection with any government or self-regulatory organization request or investigation.

We may also disclose personal information such as your address, social security or other government identification number, assets and/or income information to non-affiliated service providers (including marketers) who agree to limit their use of such information to the purposes for which that information was disclosed to the third party.

**RIGHT TO OPT OUT OF DISCLOSURE TO NON-AFFILIATED THIRD PARTIES**

**You have the right to direct us not to disclose your non-public personal information to: (i) our affiliates for their everyday business purposes (in the case of information about your creditworthiness); (ii) our affiliates for their purpose of marketing to you; and (iii) non-affiliated third parties for their purpose of marketing to you. You may exercise this right by calling our office and instructing our representative that you would like to opt out of disclosure to non-affiliated third parties.**

We seek to carefully safeguard your private information and, to that end, we restrict access to non-public personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards to protect your non-public personal information.

**ACKNOWLEDGMENT OF RECEIPT OF ESCROW AGREEMENT  
AND CONSENT TO DISCLOSE INFORMATION**

**Subscriber Name (“Subscriber”):** \_\_\_\_\_

**LP Name:** Miami Hotel EB-5 Fund, LP

Reference is made to that certain Subscription and Administrative Fee Escrow Agreement dated as of May 10, 2017 (the “Escrow Agreement”), a copy of which is attached hereto. Capitalized terms not otherwise defined have the meanings provided in the Escrow Agreement.

Subscriber hereby certifies that he/she has read and understands the terms of the Escrow Agreement and agrees to be bound by the provisions thereof. Subscriber understands that while Subscriber’s funds will initially be deposited into an escrow account or accounts, Subscriber’s funds may be released to the LP in accordance with the terms of the Escrow Agreement.

Subscriber’s funds may be released to the LP once the Escrow Agent receives a Written Direction stating that (i) the Payment Guaranty has been executed and Escrow Agent has been advised of such in writing pursuant to Section, and (ii) the Regional Center is in good standing with USCIS, and (iii) Subscriber’s I-526 Petition has been submitted to USCIS and an I-797 receipt notice has been issued and provided to Escrow Agent.

In the event of a denial of an I-526 Petition or requested withdrawal after Subscriber’s funds have been released to the LP, it will be the responsibility of the LP, not the Escrow Agent, to return any funds to Subscriber per the terms of the Subscription Agreement. For the avoidance of doubt, Subscriber shall only look to LP and Subscriber Representative for recovery of these funds and not to Escrow Agent. In consideration of Escrow Agent’s acceptance of Subscriber’s funds to be held in an escrow account in accordance with the Escrow Agreement, Subscriber agrees to indemnify, release and hold Escrow Agent harmless from any and all actions, causes of action, losses, damages, claims and/or demands whatsoever, in any manner in connection with the Escrow Agreement.

Subscriber hereby authorizes LP and Subscriber representative to release to Escrow Agent all Subscriber documentation requested by Escrow Agent, including, but not limited to, Subscriber’s identification documents, address, social security or other governmental identification number, financial information, executed Subscription Agreement, investor suitability questionnaires and related documents, I-526 Petition, and USCIS Requests For Evidence letters. Subscriber hereby agrees to provide such additional information related to the foregoing documentation as is requested by LP and/or Subscriber Representative and to promptly notify such parties of any change that may cause any answer, statement or information set forth in the foregoing documentation to become untrue in any material respect.



**Signature of Subscriber:** \_\_\_\_\_

**Date of Execution:** \_\_\_\_\_



If Subscriber is under the age of 21, please complete one of the following:

For use in cases of minor Subscriber Custodian funding:

**ACKNOWLEDGMENT OF CUSTODIAN:**

The below Custodian hereby acknowledges that, on behalf of the minor Subscriber, he or she certifies that he or she has read and understands the Escrow Agreement and all other documents referenced therein, and approves the terms and conditions of all such documents referenced therein on behalf of said minor Subscriber and is signing this document as the authorized Custodian of the minor Subscriber.

\_\_\_\_\_ (Custodian), as Custodian for \_\_\_\_\_ (Subscriber) under the  
\_\_\_\_\_ (State) Uniform Transfers to Minors Act

\_\_\_\_\_  
Signature of Custodian

\_\_\_\_\_  
Date of Execution

For use in cases of minor Subscriber direct funding:

**ACKNOWLEDGMENT OF GUARDIAN/PARENT:**

The below guardian/parent hereby acknowledges that, on behalf of the minor Subscriber, he or she certifies that he or she has read and understands the Escrow Agreement and all other documents referenced therein, and approves the terms and conditions of all such documents referenced therein on behalf of said minor Subscriber and is signing this document as the authorized guardian/parent of the minor Subscriber.

\_\_\_\_\_  
Print Exact Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date of Execution

This worksheet will provide the information required to open the Subscriber's subaccount. Please provide the information that is required and relevant and either upload to virtual file share or FAX back to **408.367.0782**.

Thank you! \_\_\_\_\_

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

Account Number: \_\_\_\_\_

Required Subscriber Documents: Copy of valid Passport and W-8 BEN

<b>Primary Subscriber Information</b>
---------------------------------------

**Required Fields:** *(please type or print clearly)*

**Name:** \_\_\_\_\_  
*(Mr., Mrs., Ms.) First Name Last Name Suffix*

**Address:** \_\_\_\_\_  
*Street*

\_\_\_\_\_ *City State/Province Territory Country*

**Occupation:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Wire Originator Name:** \_\_\_\_\_ **Country of Wire Origination:** \_\_\_\_\_

**If Wire Originator is not Subscriber, indicate how Subscriber is related to Wire Originator/Originating accounts:**

\_\_\_\_\_

**Source of Funds Summary:** \_\_\_\_\_

\_\_\_\_\_ *(attach separate sheet, if necessary)*

**Other Information:** Please include country code, national access, area codes, etc. with telephone numbers

Direct Phone \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Business Fax : \_\_\_\_\_ Direct Fax: \_\_\_\_\_

Purpose of Escrow: \_\_\_\_\_

Please indicate below if Portal access to be provided: (for questions, contact your Client Services Representative)

Client Access (Read-Only) [  New  Modification  Delete ]

Information supplied by: \_\_\_\_\_ (Authorized Name must be listed on Certificate of Incumbency)  
Name

\_\_\_\_\_  
Signature

**WIRING INSTRUCTIONS**  
**FOR DEPOSITING FUNDS INTO**  
**Miami Hotel EB-5 Fund, LP ESCROW ACCOUNT**

Escrow Agent: Escrow Bank

Administrative Agent: NESF Escrow Services Corp.

Subscriber Representative: Miami Hotel EB-5 Fund GP, LLC

LLC/LP: Miami Hotel EB-5 Fund GP, LLC

**Funds should be wired directly pursuant to the following instructions:**

**Beneficiary Bank:** Escrow Bank  
399 Park Avenue  
New York, New York 10022

**ABA#:** 02100089  
**SWIFT CODE:** EBUS33

**Beneficiary Name:** Miami Hotel EB-5 Fund GP, LLC  
FBO Miami Hotel EB-5 Fund, LP  
Escrow Bank as Escrow Agent  
399 Park Avenue  
New York, New York

**Beneficiary Account Number:** 0123456789

**Remittance Information (required):** FBO: **Investor Name:** \_\_\_\_\_

**Note – not to be included on wire instructions:** Escrow Bank will not accept wires sent for-the-benefit-of your investors (FBO wires) from multiple senders. **Such wires will be rejected by the bank upon receipt.** Escrow Bank will continue to accept FBO wires for funds aggregated *prior* to receipt by Escrow Bank, and multiple FBO wires that come from the same person or entity such that the entire deposit comes from a single source. For any of these approved FBO wires, the bank will require a copy of the originator’s passport and a description of their relationship to the investor beneficiary if the sender is an individual, or a copy of the business license to transmit funds, or due diligence on the entity, including evidence of the relationship between the investor and the entity, if that entity is not in the business of transmitting funds.