

NOT FOR DISTRIBUTION; INTERNAL USE ONLY

EXHIBIT C
SUBSCRIPTION AGREEMENT

MAPLE ASSISTED LIVING EB-5 FUND, LLC
Unit Subscription Agreement

**IMPORTANT: This document contains significant representations.
Please read carefully before signing.**

This Unit Subscription Agreement (the "Agreement") is made this _____ day of _____
_____ 20__.

Between:

MAPLE ASSISTED LIVING EB-5 FUND, LLC (the "Company"), an Illinois limited liability company, located at 111 E. Wacker Drive, Suite 555, Chicago, Illinois 60601,

And:

_____, (hereinafter "Investor"), an individual residing at _____
_____.

WHEREAS:

Investor desires to apply for the purchase of _____ unit(s) of limited liability company interest (a "Unit") in the Company and to make a capital contribution in the amount of \$500,000.00 per Unit ("Capital Contribution").

Company represents and warrants that Company is a business with an investment opportunity associated with American Enterprise Pioneers, Inc. (hereinafter "AEP"). Florida EB-5 Investments, LLC (hereinafter "FEI") has been approved by United States Citizenship and Immigration Services (hereinafter "USCIS") as a regional center to participate in the Immigrant Investor Program within the State of Florida. AEP has written authority from FEI to utilize FEI's USCIS Regional Center designation. Company represents and warrants that Company's investment will allow its investors to apply for an I-526 Immigrant Petition by Alien Entrepreneur (hereinafter "I-526 Petition") and conditional permanent residence within the U.S., should the Investor so choose.

Company intends to distribute an investment loan of up to \$14,000,000.00* of EB-5 investment funds to Maple ALF, Inc. (hereinafter "MALF"), a Florida corporation formed to purchase real estate, develop, construct and operate a building in or near Hillsborough County, Florida (or in another county that meets the location, accessibility, demand, and income requirements necessary to develop the project as scoped) as a senior living facility that will provide assisted living and/or memory care services for elderly patients to enable MALF to create 10 fulltime equivalent positions from revenue as well as indirect and/or induced construction positions and/or any other

* In the Manager's reasonable business judgment, the EB-5 investment funds obtained by the Company will not meet or exceed an amount that cannot support a minimum of 10 fulltime equivalent positions per each EB-5 Investor ("Investor"), as determined by reasonable economic methodologies.

method acceptable to the U.S. Government for qualifying employees for each \$500,000.00 EB-5 investment distributed to MALF.

THEREFORE, the Company and Investor hereby mutually agree as follows:

1. Representations of Investor.

1.1 Capital Contribution. Investor hereby agrees to subscribe and purchase _____ Unit(s) and to make a capital investment of \$500,000.00 per Unit. An Investor participating in the EB-5 Program may (a) deposit the entire \$500,000.00 capital contribution prior to the filing of the I-526 Petition, or if authorized by the Manager (b) deposit an initial \$100,000.00 prior to the filing of the I-526 Petition, and then the remaining \$400,000.00 paid quarterly in \$100,000.00 payments starting three months after the initial deposit with strict liability accorded thereto, or as otherwise expressly provided in the sample Deposit Receipt and Deposit Schedule Letter (the "Deposit Schedule Letter") attached to the Investor Holding Account Agreement as Schedule 1 ("Installment Method"). Regardless of any time frame agreed to by the Company, Investor understands and agrees to pay the remaining balance of Investor's \$500,000.00 capital contribution within 30 days of either (1) the approval of the I-526 Petition by USCIS or (2) the issuance of a request for evidence from USCIS, whichever is earlier. Investor understands that there are increased risks to the approval of Investor's Form I-526 if Investor deposits his or her capital investment in installments. In addition to other provisions provided in Section 5 *infra*, the full \$500,000.00 amount must be deposited into the Investor Holdings Account as described below in section 1.5 prior to Investor obtaining status as a member to the Company. All amounts of Investor's Capital Contribution released to the Company prior to Investor's acceptance as a Member of the Company shall be considered to be a down payment for Investor's Unit in the Company.

(i) **After an Investor's I-526 Petition is filed but before it is approved by USCIS and the Investor obtains conditional lawful permanent residence in the U.S., an Investor's Capital Contribution shall be released according to the following provisions.**

a. Up to \$200,000.00 of each Investor's Capital Contribution Funds. If MALF obtains a loan, line of credit, or is able to obtain cash reserves of at least \$1,000,000.00 (collectively referred to as the "MALF Reserve Account") and at least 13 Investors have filed or caused to file I-526 Petitions with USCIS based upon their investment in the Company, then an amount up to \$200,000.00 of each Investor's \$500,000.00 Capital Contribution shall be released to the Company.

b. Up to \$400,000.00 of each Investor's Capital Contribution Funds. An amount up to \$400,000.00 of each Investor's \$500,000.00 Capital Contribution (which includes those

amounts released as described immediately above) shall be released to the Company if:

- i. Investor Holdings Account Agent has received a copy of Form I-797, Notice of Action, evidencing the USCIS approval of at least one of the Company's Investor's I-526 Petition; or
 - ii. Investor Holdings Account Agent has received a copy of Form I-797, Notice of Action, evidencing the USCIS approval of an exemplar filing based upon an investment in the Company.
- (ii) After an Investor's I-526 Petition is approved, then that Investor's full \$500,000.00 Capital Contribution shall be due and all amounts of that Investor's Capital Contribution remaining in the Investor Holdings Account shall be released to the Company.
- (iii) As provided in greater detail in Section 1.2 *infra* and in Section 8(b)(ii)(3)(A)(I)-(III) of the Investor Holdings Account Agreement, if Investor is authorized and deposits the Capital Contribution in installments, then \$100,000.00 of Investor's Capital Contribution may be subject to forfeiture upon certain conditions.
- (iv) **As provided in greater detail in Section 4 *infra*, if USCIS denies the Investor's I-526 Petition or the Company has rejected the Capital Contribution for any reason including, without limitation, including oversubscription, problems with the source of funds, and/or national security reasons, then the Company will make commercially reasonable efforts to refund the amount of Investor's Capital Contribution due back to Investor without interest within 90 days the Company's receipt of I-526 Petition denial or rejection of the Capital Contribution.** Such commercially reasonable efforts shall be determined by the Company in its sole discretion and may include but are not limited to drawing funds from the MALF Reserve Account, the Company's operational revenues, or bridge loans. In the event that MALF is unable to access the MALF Reserve Account due to a third party's priority rights and interests in MALF's general business assets and capital or that the Company is unable to secure sufficient capital to refund the installment portions of Investor's Capital Contribution deposited into the Investor Holdings Account without interest through other means, then its return may be greatly delayed and the investment may be subject to partial or total loss.

- (v) **Investor's Capital Contribution of \$500,000.00 less interest and wiring fees shall be returned to Investor in the event that six months has passed from the date the Investor completed and submitted the executed Subscription Agreement but failed to cause an I-526 Petition to be filed with USCIS. This Capital Contribution shall be returned within 90 days of a request by Investor and delivery of certain waiver and release documents as requested by the Company, or at an earlier time as determined by Investor Holding Account Agent.**

1.2 \$100,000.00 Forfeiture pursuant to Installment Method. Should any of the following conditions occur, Investor will forfeit \$100,000.00 of Investor's Capital Contribution and Manager will reject the Capital Contribution less the \$100,000.00 and will notify USCIS about the rejection if the I-526 Petition had not been already denied. The forfeiture shall be payable to the Company for compensation and for incurred costs for replacing the Investor and other incidental costs. The \$100,000.00 will be deducted from the amount due and payable to Investor pursuant to Section 8(b)(ii) of the Investor Holdings Account Agreement. The Company, in the discretion of its Manager, may expressly waive this forfeiture, but will be under no requirement to do so.

- (i) Investor fails to timely deposit the full \$500,000.00 Capital Contribution as provided in Section 7 of the Investor Holdings Account Agreement as confirmed by the Deposit Receipt and Deposit Schedule Letter (the "Deposit Schedule Letter") attached thereto as Schedule 1, and given proper notice as provided in Sections 9 and 17 Investor Holdings Account Agreement.
- (ii) Investor's actions or inactions adversely or materially affect Investor's I-526 Petition, which includes but is not limited to Investor's attempts or requests to withdraw his or her I-526 Petition after it is filed with USCIS.
- (iii) In the event that Investor's I-526 Petition is not approved by USCIS for Investor's failure to deposit the full \$500,000.00 Capital Contribution.

1.3 Visa Petition. Should Investor choose to participate in the EB-5 Program, then Investor represents and warrants that he or she intends to file an I-526 Petition for Alien Entrepreneur with USCIS, and that he or she is the sole party of interest and is not subscribing for the benefits of any other person or entity. An Investor choosing not to participate in the EB-5 Program represents and warrants that he or she is the sole party of interest and is not subscribing for the benefit of any other person or entity.

1.4 Accredited Investor Status. Investor represents that he or she (**initial all that apply**):

(i) ____ is a natural person who has an individual net worth, or my spouse and I have an individual net worth, of more than \$1,000,000.00, **excluding the value of the primary residence of such person(s) and the related amount of indebtedness secured by the primary residence up to its fair value.**

(ii) ____ is a natural person who had an individual income in excess of \$200,000.00 in each of the two most recent years or joint income with my spouse in excess of \$300,000.00 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

(iii) ____ is otherwise an Accredited Investor as defined in Section 501 of Regulation D as adopted by the United States Securities and Exchange Commission.

1.5 Payment. In addition to other provisions provided in Section 5 *infra*, Investor's full capital investment of \$500,000.00 for each subscription Unit must be received in full by the Investor Holdings Agent prior to Investor obtaining status as a member to the Company.¹ Following the proper execution of this agreement, the wiring instructions shall be provided to Investor.

1.6 Document Receipt and Independent Review. Investor acknowledges receipt of the Company's Private Placement Memorandum, along with all accompanying Exhibits and Schedules including the Company's Operating Agreement. Investor further acknowledges receipt of MALF's Business Plan along with all accompanying Exhibits. Investor agrees that he or she has read all of these documents and has had the opportunity to have his or her independent attorneys, accountants, consultants, etc. review the documents. Investor understands the terms of these documents and fully agrees to each and every term.

1.7 No Other Representations. Investor acknowledges that no other information or inducement has been made to Investor outside of the materials included in the Company's Private Placement Memorandum.

1.8 Company Personnel. Investor acknowledges that he or she has had the opportunity to meet with personnel from the Company in order to discuss the Private Placement Memorandum and to ask questions of these personnel concerning the Company and the accompanying documents to the Private Placement Memorandum.

1.9 Investor's Investment Sophistication. Investor represents that he or she is a sophisticated business person with experience in financial and business matters. Investor understands the risks and benefits involved with investments and either does not need outside independent analysis regarding these risks based upon his or her experience or Investor has

¹ Please read and carefully review the terms of the Investor Holdings Account Agreement attached to PPM as Exhibit E.

reviewed the risks and benefits with his or her independent attorneys, accountants, consultants, etc.

1.10 No Market; Restrictions on Transfer. Investor acknowledges that there will be no market for the Unit(s) and that there are significant restrictions on the transferability of the Unit(s).

1.11 Investor's Ownership Representations. Investor acknowledges that he or she (1) is acquiring the Unit(s) solely for his or her own account and not for or on behalf of other persons, (2) is acquiring such Unit(s) for investment purposes only and not for resale or distribution, and (3) has no contract or undertaking to sell or transfer the Unit(s).

1.12 Irrevocable Investment; Immigration Risks. Investor acknowledges and agrees that, upon the filing of the Investor's I-526 Petition by USCIS the \$500,000.00 investment will be **irrevocably committed** to the Company and its business and is subject to the terms of the Investor Holdings Account Agreement. If the business fails, all or part of the Investor's \$500,000.00 investment may be lost. Also, if the business fails to achieve or make progress toward the objective set forth in the business plan within 24 months after Investor enters the U.S., if participating in the EB-5 Program, it may create problems concerning Investor's ability to remove the conditions on his or her lawful permanent residence and could result in the loss of permanent lawful residence.

1.13 Investor understands that he or she is not entitled to cancel, terminate, or revoke the subscription, and the Investor's capital contribution shall survive his or her death, incapacity, or bankruptcy.

1.14 Investment Risks; No Registration. IN ADDITION TO IMMIGRATION LAWS AND REGULATIONS, THE COMPANY AND AEP AND THEIR AFFILIATES MUST COMPLY WITH FEDERAL AND STATE SECURITIES LAWS AND REGULATIONS IN THE CONDUCT OF THIS OFFERING. THE UNITS HAVE NOT BEEN REGISTERED FOR SALE UNDER FEDERAL LAW OR ANY STATE LAW AND IS BEING OFFERED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF SECTION 4(2) OF THE SECURITIES ACT OF 1933, AND RULE 506 AND 902 PROMULGATED THEREUNDER. NO GOVERNMENTAL AGENCY HAS REVIEWED THIS MEMORANDUM AND NO STATE OR FEDERAL AGENCY HAS PASSED UPON EITHER THE ADEQUACY OF THE DISCLOSURE CONTAINED IN THIS MEMORANDUM OR THE FAIRNESS OF THE TERMS OF THE OFFERING. THE EXEMPTIONS RELIED UPON IN THIS OFFERING ARE SIGNIFICANTLY DEPENDENT UPON THE ACCURACY OF THE REPRESENTATIONS OF THE PURCHASERS TO BE MADE IN THEIR RESPECTIVE SUBSCRIPTION AGREEMENTS. IN THE EVENT THAT ANY SUCH REPRESENTATIONS PROVE TO BE UNTRUE, THE REGISTRATION EXEMPTIONS RELIED UPON BY THE COMPANY IN SELLING THE SECURITIES MIGHT NOT BE AVAILABLE AND SUBSTANTIAL LIABILITY TO THE COMPANY WOULD RESULT UNDER APPLICABLE SECURITIES LAWS FOR RESCISSION OR DAMAGES.

IN ADDITION, ACTIVITIES RELATED TO THE EB-5 PROGRAM AND THIS OFFERING ARE CONDUCTED IN RELIANCE ON CERTAIN EXEMPTIONS FROM BROKER-DEALER, INVESTMENT COMPANY AND INVESTMENT ADVISER REGISTRATION REQUIREMENTS UNDER FEDERAL SECURITIES LAWS. AS PARTICIPATION IN THE USCIS EB-5 PROGRAM HAS GROWN, REGULATORS AT BOTH THE USCIS AND THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (SEC) HAVE SHOWN INCREASED INTEREST IN ENFORCING APPLICABLE LAWS TO PREVENT FRAUD AND ENSURE COMPLIANCE WITH SECURITIES LAWS. IF SUCH REGULATORS WERE TO DETERMINE THAT THE COMPANY OR AEP ARE NOT ELIGIBLE TO RELY ON THESE EXEMPTIONS AND ANY OF THEM WAS OBLIGATED TO REGISTER UNDER SUCH PROVISIONS, THE COMPANY AND AEP WOULD HAVE TO COMPLY WITH A VARIETY OF SUBSTANTIVE REQUIREMENTS THAT COULD SIGNIFICANTLY INCREASE OPERATING EXPENSES AND REDUCE OPERATING FLEXIBILITY. IN ADDITION, FAILURE TO COMPLY WITH SUCH REGISTRATION REQUIREMENTS COULD RESULT IN PENALTIES, LITIGATION, AND RESCISSION RIGHTS FOR INVESTORS, WHICH WOULD MATERIALLY AND ADVERSELY IMPACT THE COMPANY AND COULD SERIOUSLY JEOPARDIZE INVESTORS' ABILITY TO OBTAIN AND OR RETAIN U.S. LAWFUL PERMANENT RESIDENCE.

1.15 No Public Advertisement. The Units were not offered to Investor by means of publicly disseminated advertisements or sales literature, nor is Investor aware of any offers made to other persons by such means.

1.16 No Participation. Investor understands that the members of the Company other than the Manager have no right to amend or terminate the Company's Operating Agreement or to participate in the business decisions of the Company unless expressly provided by the Operating Agreement or by the Illinois Limited Liability Company Act.

1.17 Distributions and Returns on Investment. THE INVESTOR DOES NOT EXPECT TO RECEIVE ANY RETURN ON INVESTMENT OTHER THAN THE EXPECTED REPAYMENT OF THE ORIGINAL CAPITAL CONTRIBUTION. THE INVESTOR MAY RECEIVE ONE-HALF PERCENT (0.5%) APR INTEREST OF ITS PRO RATA SHARE OF THE INVESTMENT LOAN WHICH WOULD BE DISTRIBUTED ACCORDING TO THE TERMS OF THE OPERATING AGREEMENT.

2. Investor Information. (Please complete in full)

Full Name: _____

Address: _____

Date of Birth: _____

Country of Citizenship: _____

Alien # or U.S. ITIN (if applicable): _____

Telephone Number: _____

Email Address: _____

3. Limited Power of Attorney. Investor hereby irrevocably appoints the Manager as Investor's special and limited attorney and attorney-in-fact with the power and authority to complete, sign, and execute on Investor's behalf the Company's Operating Agreement and any amendment thereto, and any other agreement or document appropriate for conducting the business of the Company.

4. I-526 Petition Denial or Rejection. If USCIS denies Investor's I-526 Petition or the Company has rejected the Capital Contribution for any reason including, without limitation, including over-subscription, source of funds, and/or national security reasons, then the Company, within 90 days of the notice, will make commercially reasonable efforts to refund the outstanding amount of Investor's Capital Contribution without interest and subject to the \$100,000.00 forfeiture as provided in Section 1.2 *supra* to Investor. Such commercially reasonable efforts shall be determined by the Company in its sole discretion and may include but are not limited to drawing funds from the MALF Reserve Account, the Company's operational revenues, or bridge loans. In the event that MALF is unable to access the MALF Reserve Account due to a third party's priority rights and interests in MALF's general business assets and capital or that the Company is unable to secure sufficient capital to refund the installment portions of Investor's Capital Contribution deposited into the Investor Holdings Account without interest through other means, then its return may be greatly delayed and the investment may be subject to partial or total loss.

However, should Investor receive an approval notice of his or her I-526 Petition, and is subsequently: (a) refused an immigrant visa by the U.S. Department of State based upon his or her approved I-526 Petition; (b) denied initial admission to the U.S. as an Immigrant based upon his or her approved I-526 Petition; or (c) denied adjustment of status to conditional legal permanent resident based upon his or her approved I-526 Petition, the Investor expressly acknowledges that the **Company is not required to refund Investor's \$500,000.00**, and the Company shall consider Investor to be a continuing participant and Member in the Company, subject to the same rights, responsibilities, profits, and losses as set forth in the Company's Operating Agreement.

5. Admittance as a Member of the Company. Upon the Company's receipt of Investor's minimum subscription amount of \$500,000, an approval notice of Investor's I-526, and with the Manager's express consent, the Company will close on the subscription to admit Investor as a Member to the Company. Investor shall be admitted as a Member of the Company and at such time Investor's rights will be governed under the Company's Operating Agreement. **Until such time that Investor is admitted as a Member of the Company, Investor shall have no rights as a Member of the Company and all of Investor's rights with respect to the subscription (including all fees paid in connection therewith) shall be governed under this Agreement.** Investor's minimum subscription amount shall be used to further the business

purposes of the Company as described in the Private Placement Memorandum and the Operating Agreement.

6. Termination of Agreement. Company reserves the right to unilaterally terminate this Agreement upon written notice provided to Investor should a period of ninety (90) calendar days pass from the date Investor executes this Agreement without Investor having complied with both of the following two provisions: (1) Investor's Capital Contribution or initial \$100,000.00 if authorized by Manager has been received by Company into the Investor Holdings Account, **and/or** (2) Investor's documentation pertaining to the source and path of Investor's Capital Contribution has been received by the Company for Company's legal counsel to review.

7. Legal Disclaimer and Indemnification of the Company. **(Please initial at the bottom of each paragraph.** Should Investor fail to initial the following paragraphs, the Company reserves the right to refuse and/or reject Investor's subscription. Nevertheless, should the Company not exercise its right to refuse or reject Investor's subscription for Investor's failure to initial at the bottom of each paragraph, the Company shall not be deemed to have waived the following Legal Disclaimer and Indemnification of the Company and it shall remain binding on the Investor and the Company.)

7.1 Investor does hereby acknowledge and agree that no company, dealer, broker, salesperson or person other than the Company has been authorized to give any information or make any representations concerning the Company other than as contained in the Company's Private Placement Memorandum, and, if given or made, such other information or representations must not be relied upon by the Investor.

Investor's Initials: _____

7.2 Investor does hereby acknowledge and agree that the Company makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of any information made by any company, dealer, broker, salesperson or person other than the Company as set forth in the Company's authorized Private Placement Memorandum.

Investor's Initials: _____

7.3 Investor does hereby agree to indemnify and hold harmless the Company, and its officers, manager, directors, and employees, jointly and severally, from and against any and all loss, damage, or liability, including, without limitation, any special, indirect or consequential damages or any damages whatsoever, whether direct, indirect, consequential, incidental or special, or any claim for attorney's fees, due to or resulting from any claims, promises, representations, guarantees, or information provided by any company, dealer, broker, salesperson or person other than the Company as contained in the Company's Private Placement Memorandum.

Investor's Initials: _____

7.4 Investor does hereby forever release and discharge the Company, and its officers, manager, directors, and employees, jointly and severally, from any and all actions, causes of actions, claims and demands for, upon, or by reason of any damage, loss or injury resulting from any claims, promises, representations, guarantees, or information provided by any company, dealer, broker, salesperson or person other than the Company as contained in the Company's authorized Private Placement Memorandum.

Investor's Initials: _____

7.5 Investor hereby agrees that it is the sole responsibility of Investor to ensure proper translation of this Agreement into their native language if necessary for Investor's understanding of the rights and obligations contained herein. Any language translation of this Agreement provided by any of the parties hereto is not a binding legal document, and is being provided solely for the Investor's convenience, and shall not in any way be construed as a contract or any part of this Agreement as set forth in English. None of the parties hereto are liable for any inaccuracies in any language translation or for any misunderstandings due to differences in language usage or dialect. In the event of any inconsistencies between this Agreement as set forth in English and any language translation, this Agreement as set forth in English and as executed shall govern. The Investor assumes the responsibility for fully understanding the nature and terms of the rights and obligations under this Agreement as set forth in English. None of the parties shall sign any translation of this Agreement.

Investor's Initials: _____

7.6 Investor hereby represents that Investor has fully read, understands, and accepts the terms of this Section 7.

投资者有责任完整阅读、理解并接受本协议项下权利和义务的性质和条款。

با امضا کردن این توافقنامه، سرمایه گذار نشان میدهد که کاملاً شرایط این توافقنامه را خواند، فهمیده، و قبول کرده است.

Investor's Initials: _____

8. General Provisions.

8.1 Choice of Law; Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any suit or proceeding arising from or relating in any way to the subject matter of this Agreement shall be brought only in the courts, state and federal, located in the State of Illinois, notwithstanding the arbitration provision regarding indemnification in Section 8.8 herein.

8.2 Counterparts. This Agreement may be signed in counterparts and such counterparts together shall constitute one and the same instrument. A PDF or electronic facsimile transmission hereof signed by any person named below will be sufficient to establish the signature of that person and to constitute the consent in writing of that person to the foregoing resolutions and, notwithstanding the date of execution, shall be deemed to be executed

as of the date set forth above. The parties shall execute and deliver such further documents and instruments and do all such acts and things as may be reasonably necessary or requisite to carry out the full intent and meaning of this Agreement and to effect the transactions contemplated by this Agreement.

8.3 Confidentiality. Investor acknowledges that the information contained in this Agreement and the Private Placement Memorandum is confidential and nonpublic and agrees that all such information shall be kept in confidence by Investor unless disclosure is otherwise required by law or court order.

8.4 Binding Agreement. Investor agrees that he or she may not cancel, terminate, or revoke this Agreement or any agreement of Investor made hereunder, and that this Agreement shall survive the death or disability of Investor and shall be binding upon the heirs, successors, assigns, executors, administrators, guardians, conservators, or personal representatives of Investor.

8.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

8.6 Waiver. No provision of this Agreement shall be deemed waived except if such waiver is contained in a written notice given to the party claiming such waiver has occurred, and no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver was given.

8.7 Indemnification of Company. Investor understands the meaning and legal consequences of the representations, warranties, and other agreements made by Investor herein, and that the Company is relying on such representations and warranties in making its determination to accept or reject this Subscription. Investor hereby agrees to indemnify and hold harmless the Company and any agent, director, officer, or employee thereof from and against any and all loss, damage, or liability due to or arising out of a breach of any representation, warranty, or agreement of Investor contained in this Agreement. Investor shall also indemnify and hold harmless the Company from and against any and all claims, losses, costs, expenses (including, without limitation, attorney's fees and court costs), damages, actions, or causes of action arising from, on account of or in connection with the performance by the Company of their duties under the Operating Agreement, other than such of the foregoing arising from, on account of or in connection with the bad faith, gross negligence, or breach of trust of the Company. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith; nothing in this Agreement shall constitute a waiver or limitation of any rights which Investor may have under applicable federal and state securities laws.

8.8 Indemnification of FEI. Investor hereby agrees to indemnify and hold harmless FEI and any agent, director, officer, or employee thereof from and against any and all loss, damage, or liability due to or arising out of a breach of any representation, warranty, or agreement of Investor contained in this Agreement. FEI is a designated EB-5 Regional Center Program by USCIS, and AEP has written authority from FEI to utilize FEI's USCIS Regional

Center designation. Investor and AEP hereby agree that FEI makes no representations about AEP and the Company, and Investor is in no way relying on FEI in any manner with respect to his/her decision to invest in the Company. If any disputes arise related to this paragraph, the Company, Investor and AEP agree that the dispute will be submitted to the Orange County Florida Bar Association for binding arbitration with each party paying its own expenses.

8.9 Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

8.10 Violation of U.S. Law. Investor understands that the Company is prohibited from accepting a subscription by any person or entity that is acting, directly or indirectly, in violation of any anti-money laundering laws, rules, regulations, treaties, or other restrictions, or on behalf of any suspected terrorist or terrorist organization, including any person, entity, or organization that is included on any watch lists or lists of prohibited entities maintained by any governmental agency of the U.S. (including, but not limited to, the U.S. Central Intelligence Agency, the U.S. Department of the Treasury, the U.S. Federal Bureau of Investigation, the IRS, the U.S. Office of Foreign Assets Control and the SEC) and further represents and warrant that the undersigned has no reason to believe it is on any of these watch lists.

8.11 Headings. Headings used in this Agreement have been included for convenience and ease of reference only and will not in any manner influence the construction or interpretation of any provision of this Agreement.

8.12 Arbitration Any dispute arising under or in connection with this Agreement, not including FEI, will be settled by arbitration as set forth in this Section 8.12. No legal right of action may arise out of any such dispute until arbitration has been completed. Each party, however, will have full access to the courts to compel compliance with these arbitration provisions, to enforce an arbitration award or to seek injunctive relief, whether or not arbitration is available or under way. The arbitration will take place as follows:

(a) Notice. The party demanding arbitration must give the other party a written notice. The written notice must contain, in addition to the demand for arbitration, a clear statement of the issue or issues to be resolved by arbitration, an appropriate reference to the provision of the Agreement which is involved, the relief the party requests through arbitration, and the name and address of the arbitrator selected by the demanding party.

(b) Response. The party receiving the notice of the demand for arbitration must provide a written response to the demand within fifteen (15) days following receipt of the notice. The response must contain a clear statement of the respondent's position concerning the issue or issues in dispute and the name

and address of the arbitrator it selects as one of the arbitrators to hear the dispute. If the party receiving the notice of demand for arbitration fails to designate its arbitrator within the time allowed, the demanding party may apply to the presiding department in the Circuit Court of Cook County, Illinois to designate the second arbitrator.

(c) Third Arbitrator. Within seven (7) days following the selection of the second arbitrator, the two arbitrators selected in accordance with subsections (a) and (b) will select a third arbitrator. If they fail to do so within that time period, either party may apply to the Circuit Court of Cook County, Illinois to appoint a third arbitrator.

(d) Arbitration Meeting. The arbitrators will meet in Chicago, Illinois within twenty (20) days after the selection of the third arbitrator and will allow each party an opportunity to submit oral and written evidence and argument concerning the issue in dispute. The three arbitrators may resolve only the question or questions submitted to arbitration and must include as part of their consideration a full review of the Agreement and all material incorporated in the Agreement by reference.

(e) Decision. The decision of a majority of the arbitrators will be final and will bind the Parties.

(f) Consent to Change. By consent of all parties to any dispute under this Agreement, the method of selection of arbitrators, or even the arbitrators selected, may be changed at any time.

(g) Payment of Costs. In any arbitration, each party will pay its own costs, witness fees, and attorneys' fees and the fees charged by the arbitrator it selects. The fees charged by the third arbitrator and the costs of the proceeding shall be borne equally.

(h) State Law. Except to the extent inconsistent with the terms of this Agreement, the terms and provisions of the Illinois Limited Liability Company Act are incorporated in and made a part of this Agreement.

8.13 Risk. AN INVESTMENT IN THE COMPANY HAS CERTAIN ELEMENTS OF RISK DIFFERENT FROM AND/OR GREATER THAN THOSE ASSOCIATED WITH OTHER INVESTMENTS. THE HIGHER DEGREE OF RISK MAKES AN INVESTMENT IN THE COMPANY SUITABLE ONLY FOR THOSE INVESTORS (1) WHO HAVE A CONTINUING LEVEL OF ANNUAL INCOME AND SUBSTANTIAL NET WORTH, (2) WHO CAN AFFORD TO BEAR THOSE RISKS, (3) WHO HAVE PREVIOUSLY MADE AN INVESTMENT OF AN AMOUNT EQUAL TO OR GREATER THAN THE INVESTMENT THEY INTEND TO MAKE IN THE COMPANY, AND (4) WHO HAVE NO NEED FOR LIQUIDITY FROM THESE INVESTMENTS.

THE UNDERSIGNED EITHER READS AND UNDERSTANDS ENGLISH OR HAS HAD THIS SUBSCRIPTION AGREEMENT TRANSLATED INTO A LANGUAGE THAT THE UNDERSIGNED DOES UNDERSTAND.

INVESTOR HAS REVIEWED ALL OF THE DOCUMENTS CONTAINED IN THE COMPANY'S PRIVATE PLACEMENT MEMORANDUM, AND HAS HAD THE OPPORTUNITY TO REVIEW THESE DOCUMENTS WITH HIS OR HER INDEPENDENT ATTORNEYS, ACCOUNTANTS, CONSULTANTS, ETC. AND IS SATISFIED WITH THE LEVEL OF RISK DESCRIBED IN THE DOCUMENTS.

NOTICE REGARDING NATIVE LANGUAGE TRANSLATION

Investor hereby agrees that it is the sole responsibility of Investor to ensure proper translation of this Agreement into their native language if necessary for Investor's understanding of the rights and obligations contained herein. Any language translation of this Agreement provided by any of the parties hereto is not a binding legal document, and is being provided solely for Investor's convenience, and shall not in any way be construed as a contract or any part of this Agreement as set forth in English. None of the parties hereto are liable for any inaccuracies in any language translation or for any misunderstandings due to differences in language usage or dialect. In the event of any inconsistencies between this Agreement as set forth in English and any language translation, this Agreement as set forth in English and as executed shall govern. Investor assumes the responsibility for fully understanding the nature and terms of the rights and obligations under this Agreement as set forth in English. None of the parties shall sign any translation of this Agreement.

关于本国语言翻译的注意事项

投资者同意以下事项：如果投资者为了理解本协议项下的各项权利和义务而有必要将本协议翻译为其本国语言，则投资者应独自负责确保翻译的准确性。本协议任何一方提供的任何语言翻译版本均非具有约束力的法律文件，仅供投资者参考使用，因此不能被视作是一份合同或英文版协议的任何部分。对于任何语言版本的任何不准确之处或因语言使用习惯或方言差异而导致的任何误解，任一方均不承担责任。如英文版协议与任何语言版本之间存在任何不一致，则应当以签署的英文版为准。投资者有责任完整理解本协议项下权利和义务的性质和条款。任一方均不应签署本协议的任何翻译件。

اطلاع در ارتباط با ترجمه زبان مادری

با امضای این توافقنامه، بدینوسیله سرمایه گذار موافقت می نماید و می پذیرد که چنانچه برای آگاهی، درک، و فهم حقوق و تعهداتی که در این توافقنامه مقرر گردیده ترجمه آن برای وی ضروری باشد در اینصورت در مسئولیت انحصاری شخص سرمایه گذار خواهد بود که خود نسبت به ترجمه صحیح و دقیق این توافقنامه به زبان مادری خود اقدام کرده و از آن اطمینان حاصل نماید.

ترجمه این توافقنامه به هر زبانی که بوده و از ناحیه هر یک از طرفین ارائه شده باشد سند قانونی و تعهد آور محسوب نخواهد شد و فقط به منظور راحتی سرمایه گذار تهیه می گردد و به هیچ وجه و تحت هیچ عنوانی یک قرارداد یا قسمتی از این توافقنامه که به زبان انگلیسی نوشته و تنظیم و منعقد گردیده است تعبیر، تفسیر، و استنباط نخواهد شد و به طور کلی فاقد ارزش استنادی خواهد بود.

هیچ یک از طرفین نسبت به نادرستی هر ترجمه و به هر زبانی که باشد و یا نسبت به سوء تفاهم هایی که بر اثر اختلافات در استعمال و گویش زبانهای مختلف بروز می نماید هیچگونه مسؤلیتی نخواهند داشت.

در صورت بروز هر نوع تناقض، تعارض، و یا هر نوع ناهماهنگی بین توافقنامه منعقد و نوشته شده به زبان انگلیسی با هر ترجمه ای که به زبان دیگر بعمل آمده باشد، فقط این توافقنامه که به زبان انگلیسی نوشته شده است معتبر، لازم الاجرا و لازم الاتباع خواهد بود.

سرمایه گذار با قبول مسؤلیت می پذیرد که به طور کامل مفاد و مقتضای و همچنین شرایط و موارد حقوق و تعهداتی که در این توافقنامه که به زبان انگلیسی نوشته و مقرر گردیده است را کاملا دانسته، درک کرده و از کلیه آنها آگاه گردیده است.

هیچ یک از طرفین، ترجمه این توافقنامه را امضا نخواهند کرد.

سرمایه گذار با امضای این توافقنامه می پذیرد و تائید می نماید که این توافقنامه را به طور کامل خوانده، فهمیده، و درک کرده و از تمام موارد و شرایط آن آگاه بوده و کاملا آن را می پذیرد.

[Signatures on Following Page]

IN WITNESS THEREOF, the undersigned has executed this Subscription Agreement on the date set forth below.

Total Subscription Amount: U.S. \$_____ (U.S. \$500,000.00 per Unit).

SUBSCRIBER:

Signature

Print Name

Date

Subscription accepted this _____ day of _____, 20____.

Maple Assisted Living EB-5 Fund, LLC,
an Illinois limited liability company

By: American Enterprises Pioneers, Inc.,
Maple Assisted Living EB-5 Fund, LLC's Manager

Violeta Avila, Accounting Manager