

**EXHIBIT "K"**

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**From:** reviv-east01 <reviv-east01@foxmail.com>  
**Sent:** Monday, August 06, 2018 6:28 AM  
**To:** jason@usifund.com  
**Subject:** 转发: SONG QIMIN WAC#1590273636 退款申请 (附签名文件)  
**Attachments:** 新文档 2018-08-03 11.47.42\_20180803114800090.pdf

Jason,

Attached is the executed withdrawal documents by Song Qimin. Let me know if you have any questions.

Regards,

Zoe

Reviv-East Legal Service Consultants (HK) Ltd.  
振东法律服务咨询 (香港)  
<http://eb5rights.com>

----- 原始邮件 -----

**发件人:** "Wu W." <402400301@qq.com>  
**发送时间:** 2018年8月6日(星期一) 中午12:01  
**收件人:** "Investors" <investors@usifund.com>; "Michael@hhchang.com" <michael@hhchang.com>  
**抄送:** "reviv-east01" <reviv-east01@foxmail.com>; "litowitz" <litowitz@gmail.com>;  
**主题:** SONG QIMIN WAC#1590273636 退款申请 (附签名文件)

您好,

附件是我公司寄出的 withdrawal packet。今天我也会将原件用FedEx寄到贵司地址,并附上USPI一份。

以下为您提供一些信息:

Bank Name: STANDARD CHARTERED BANK (HONG KONG) LIMITED  
Bank Address: 4-4A DES VOEUX ROAD, CENTRAL, HONG KONG  
Account Holder Name: SONG QIMIN  
Account Number: [REDACTED] 6951  
Swift or Sort Code: SCBLHKHHXXX

谢谢!

宋启敏 SONG QINMIN  
WAC#: 1590273636

**Request to Withdraw Subscription from 701 TSQ 1000 Funding, LLC**

The undersigned is a Member of 701 TSQ 1000 Funding, LLC pursuant to that certain Subscription Agreement dated March 11, 2015. The undersigned purchased one Unit in exchange for a Capital Contribution of \$500,000.00 and paid an Administrative Fee of \$50,000 to the appointed escrow account of the Company on March 16, 2015.

The undersigned requests to withdraw his or her Subscription in the Company and requests a refund of his or her Capital Contribution. The undersigned agrees he or she will submit evidence to the Company of his or her immigration attorney having contacted USCIS to revoke his or her I-526 Petition prior to the return of the Capital Contribution. The undersigned understands the Company will return the capital contribution within 30 days; provided, however that the aforementioned evidence and documents accompanying this form are first completed and returned.

Reason for Request to Withdraw Subscription:

Please check the box that applies, provide details as to the reason for the request.

Age-out:

I-526 Petition Principal Applicant Deceased, Disabled, Incapacitated or Adjudicated Incompetent:

✓ Other: *Backlog*

Refund Payment Details:

Bank Name: *STANDARD CHARTERED BANK (HONG KONG) LIMITED*  
Bank Address: *4-4 A DES VOEUX ROAD, CENTRAL, HONG KONG*  
Account Holder Name(s): *SONG QIMIN*  
Account Number: *[REDACTED] 8951*  
Swift or Sort Code: *SCBLHKHHXXX*  
ABA #:

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Subscription Agreement.

IN WITNESS WHEREOF, the undersigned has executed this request as of the date set forth below.

Signature: *宋启敏*

Print or Type Name: *SONG QIMIN*

Date: *Aug 2, 2018*



Please send your completed form to:

701 TSQ 1000 Funding GP, LLC  
C/O U.S. Immigration Fund, LLC  
115 Front Street  
Suite 300  
Jupiter, FL 33477  
Attention: Investor Relations  
Email: [investors@usifund.com](mailto:investors@usifund.com)

701 TSQ 1000 Funding, LLC

115 Front Street  
Suite 300  
Jupiter, Florida 33477

Aug 2, 2018

Mrs. Qimin Song  
Room 111, Hubei Baofeng Building  
South Bao'an Road, Luohu District  
Shenzhen City, Guangdong Province  
P.R. China 518001

Re: 701 TSQ 1000 Funding, LLC (the "Company")  
Offering Registration No.

Dear Mrs. Song ("you" or the "Investor"):

We are in receipt of your Request to Withdraw Subscription from 701 TSQ 1000 Funding, LLC dated Aug 2, 2018. We refer to the Subscription Agreement dated March 11, 2015 (the "Subscription Agreement"). The Investor:

- (a) has voluntarily submitted a requested to withdraw his or her I-526 Petition to USCIS and voluntarily seeks to withdraw from the Company. He or she understands his or her withdrawal will cause the revocation of immigration benefits arising from his or her Capital Contribution, including loss of eligibility for removal of conditions to permanent residency;
- (b) agrees that the Subscription Agreement shall terminate with immediate effect and all rights and obligations contained in the Subscription Agreement shall cease to have any force or effect;
- (c) irrevocably and unconditionally releases and discharges the Company, U.S. Immigration Fund, LLC, U.S. Immigration Fund – NY, LLC, the Developer, Escrow Agent and their predecessors, successors, subsidiaries, affiliates, officers, directors, general partners, managers, employees, attorneys, insurers, agents, representatives and assigns, past, present or future (the "Releasees") from any and all claims, losses, liabilities, obligations, suits, debts, liens, contracts, agreements, promises, demands and damages, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, that the Investor ever had, now has, or hereafter may have, related to or arising out of the Subscription Agreement, Operating Agreement, Escrow Agreement and the related Project and Offering; and
- (d) confirms that the return of his or her capital contribution in the amount of \$500,000.00 constitutes full and final satisfaction of all sums due to the Investor from the Releasees.

Entire Agreement. This Agreement ("Agreement") constitutes a single integrated written contract that expresses the entire agreement and understanding between the undersigned parties

(the "Parties"). This Agreement supersedes all prior communications, negotiations and understandings between the Parties and their representatives regarding the matters addressed by this Agreement. Except as explicitly set forth in this Agreement, there are no representations, warranties, promises, or inducements, whether oral, written, expressed, or implied, that in any way affect or condition the validity of this Agreement or alter its terms. This Agreement may not be altered, modified, terminated or discharged except by a writing signed by each of the Parties. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, estates, successors, legal representatives, parent companies, subsidiaries, affiliates and assigns. It is understood and agreed that the Parties hereto shall be deemed to have prepared this Agreement, such that no party shall be considered the drafter.

Waiver. No waiver of any of the terms, conditions or provisions of this Agreement shall be binding unless such waiver is agreed to and acknowledged in writing by each of the Parties.

Facsimile and Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same Agreement, and facsimile signatures shall be as binding as original signatures.

Governing Law; Jurisdiction. This Agreement shall be interpreted construed, enforced and administered in accordance with the laws of the State of New York. Each of the Parties consents to the jurisdiction of any court in New York, New York for any action arising out of matters related to this Agreement. Each of the Parties hereby waives the right to commence an action in connection with this Agreement in any court outside of New York County, New York.

Confidentiality; Non-disparagement. The terms and conditions of this agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a material breach of this agreement. The Investor further agrees he/she will not disparage the Releasees or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of the Releasees. Please be advised that the information contained in the documents previously provided to you is confidential and such documents should be destroyed immediately or returned to the Company. Effective as of the date of the Company's countersignature, the Investor shall cease to be a Member of the Company.

No Admission of Liability. It is expressly understood and agreed that the payment and acceptance of the above-stated amounts, and the releases as hereinbefore described, are not admissions of liability by any party hereto, and that they are in full accord and satisfaction of disputed claims the parties have or may have as result of the Subscription Agreement, Escrow Agreement and the related Project and Offering and/or the investment in Company by the Investor.

Capitalized terms used herein but otherwise not defined shall have the meanings ascribed to such terms in the Subscription Agreement.

If the terms of this letter are acceptable to you, please sign below and return to the Company at:

701 TSQ 1000 Funding GP, LLC  
C/O U.S. Immigration Fund – NY, LLC  
115 Front Street  
Suite 300  
Jupiter, Florida 33477  
Attention: Investor Relations Manager

Sincerely,

701 TSQ 1000 Funding, LLC

By: 701 TSQ 1000 Funding GP, LLC  
its Manager

By: NYC 1000 Investments, LLC, its Manager

By: \_\_\_\_\_  
Nicholas A. Mastroianni, II  
Manager

Confirmation and Acknowledgment:

Please confirm and acknowledge that you have reviewed this letter and understand its words, terms and effects and understand that by executing this letter you will no longer be a member/subscriber in the Company.

Signature: 宗启敏

Investor Name: SONG QIMIN

Date: Aug 2, 2018

PERSONAL REQUEST TO WITHDRAW AND  
TERMINATE EB-5 VISA PROCESS

~~July~~ Aug, 2, 2018

Attention:

USCIS-Immigration Investor Program  
131 M Street, NE  
Mailstop 2235  
Washington, D.C. 20529

Via Federal Express and by email to: USCIS.ImmigrantInvestorProgram@dhs.gov

- And -

National Visa Center  
Attn: DR  
31 Rochester Ave. Suite 100  
Portsmouth, NH 03801-2914

Via Federal Express and by email to: NVCElectronic@state.gov

Re: **Withdrawal of Form I-526 and Terminate EB-5 Visa Process**  
**Regional Center:** U.S. Immigration Fund-NY, LLC  
**Project:** 701 TSQ 1000 Funding, LLC  
**Investor Name:** Qimin SONG ("Investor")  
**Receipt No.:** [REDACTED]

Dear Officer:

I, the above-mentioned Investor, am writing to notify U.S. Citizenship & Immigration Services ("USCIS") and the U.S. Department of State's National Visa Center ("NVC") that I have decided to not continue the I-526 Immigrant Petition for Alien Entrepreneur visa petition, and that I seek to terminate my EB-5 visa process.

Accordingly, I hereby inform you that I have, of my own volition, requested the full return of my capital contribution from the new commercial enterprise and to irrevocably withdraw from the Project (please see the attached executed documents evidencing the same). I respectfully request USCIS and the NVC to withdraw and/or abandon my I-526 visa petition from adjudication and visa processing, thereby terminating my visa process. I attach a copy of my I-797C Receipt Notice or I-797 Approval Notice for Form I-526, as the case may be, for your convenience.



Should there be any questions or should USCIS require additional information, please do not hesitate to contact me at the following contact details:

**Name:**

Qimin Song

**Email:**

[REDACTED]

**Address:**

Room 111, Hubei Baofeng Building  
South Bao'an Road, Luohu District  
Shenzhen City, Guangdong Province  
P.R. China 518001

**Mobile Phone:**

[REDACTED]

Sincerely,

**INVESTOR: (signature)**

宋启敏

Name: SONG QIMIN

(please write name)

COPY OF INVESTOR'S

I-797 RECEIPT OR APPROVAL NOTICE FOR I-526 VISA PROCESS IS ATTACHED HERETO

Department of Homeland Security  
U.S. Citizenship and Immigration Services

## I-797, Notice of Action

RECEIPT NUMBER [REDACTED]		CASE TYPE I526 IMMIGRANT PETITION BY ALIEN ENTREPRENEUR	
RECEIPT DATE April 16, 2015	PRIORITY DATE April 14, 2015	APPLICANT SONG, QIMIN	
NOTICE DATE August 22, 2016	PAGE 1 of 1		
HSIEN HAO CHANG LAW OFFICE OF CHANG HSIEN HAO 230 SECTION 3 BA DE ROAD FLR 7 TAIPEI CITY NA 10555 TAIWAN		Notice Type: Approval Notice Section: Investor - Target employment area, 203(b)(5)(C)(ii) INA	

The above petition has been approved.

We have sent it to the Department of State National Visa Center (NVC), 32 Rochester Avenue, Portsmouth, NH 03801-2909. NVC processes all approved immigrant visa petitions that need consular action and also determines which consular post is the appropriate consulate to complete visa processing. The NVC will then forward the approved petition to that consulate.

This completes all USCIS action on this petition. You should allow a minimum of 30 days for Department of State processing before contacting the NVC. If you have not received any correspondence from the NVC within 30 days, you may contact the NVC by e-mail at [NVCINQUIRY@state.gov](mailto:NVCINQUIRY@state.gov). You will need to enter the USCIS receipt number from this approval notice in the subject line. In order to receive information about your petition, you will need to include the Petitioner's name and date of birth, and the Applicant's name and date of birth, in the body of the e-mail.

The NVC will contact the person for whom you are petitioning concerning further immigrant visa processing steps.

Please read the back of this form carefully for more information.

The approval of this visa petition does not in itself grant any immigration status and does not guarantee that the alien beneficiary will subsequently be found to be eligible for a visa, for admission to the United States, or for an extension, change, or adjustment of status.

THIS FORM IS NOT A VISA AND MAY NOT BE USED IN PLACE OF A VISA.

The Small Business Regulatory Enforcement and Fairness Act established the Office of the National Ombudsman (ONO) at the Small Business Administration. The ONO assists small businesses with issues related to federal regulations. If you are a small business with a comment or complaint about regulatory enforcement, you may contact the ONO at [www.ombudsman.sba.gov](http://www.ombudsman.sba.gov) or phone 202-205-2417 or fax 202-481-5719.

NOTICE: Although this application/petition has been approved, USCIS and the U.S. Department of Homeland Security reserve the right to verify the information submitted in this application, petition and/or supporting documentation to ensure conformity with applicable laws, rules, regulations, and other authorities. Methods used for verifying information may include, but are not limited to, the review of public information and records, contact by correspondence, the internet, or telephone, and site inspections of businesses and residences. Information obtained during the course of verification will be used to determine whether revocation, rescission, and/or removal proceedings are appropriate. Applicants, petitioners, and representatives of record will be provided an opportunity to address derogatory information before any formal proceeding is initiated.

Please see the additional information on the back. You will be notified separately about any other cases you filed.

USCIS

CALIFORNIA SERVICE CENTER

P. O. BOX 30111

LAGUNA NIGUEL CA 92607-0111

Customer Service Telephone: (800) 375-5283

