

EXHIBIT B

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is entered into as of September 6, 2018, by and among the undersigned counsel for the individuals named on Exhibit A and signatory hereto (the "Petitioners"), U.S. Immigration Fund-NY LLC, (the "Regional Center"), 701 TSQ 1000 Funding GP, LLC (the "Manager"), 701 TSQ 1000 Funding, LLC (the "Company"), and Nicholas Mastroianni ("Mastroianni") and together with the Regional Center, the Manager and the Company, the "Respondents"), and Douglas Litowitz ("Litowitz"), as counsel for **Ling Xue Yajuan Chen, Yu Zhang, Xuezheng Ding, Jiangman Chen, Juan Wang, Lina Yan, Yu Wang, Xiaohong Li** ("the "Litowitz Clients"). Each of the foregoing is a "Party" and they are collectively referred to herein as "the Parties."

Recitals

WHEREAS the Petitioners filed a petition (the "Petition") for injunctive relief against the Respondents in aid of arbitration encaptioned *Yang Ang et al. v. U.S. Immigration Fund LLP et al.* before the Supreme Court of the State of New York, County of New York (Index No. 156339/2018) (the "Proceeding"), and submitted and served a demand for arbitration (the "Demand") against the Respondents before JAMS (the "Arbitration");

WHEREAS Petitioners and Respondents, on August 26, 2018, executed a Compromise Term Sheet (the "Term Sheet") outlining the terms pursuant to which Petitioners and Respondents agreed to proceed to negotiation of a definitive settlement agreement to settle the Proceeding and the Arbitration;

WHEREAS Litowitz, on August 27, 2018, notified the court in the Proceeding that his clients seek to intervene in the Proceeding;

WHEREAS on August 31, 2018, the court before which the Proceeding is pending ordered Petitioners and Respondents to provide Litowitz with the terms of their agreed-upon settlement subject to an "attorney-eyes only" confidentiality agreement; and

THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, the receipt and sufficiency of which is acknowledged by the undersigned, the Parties hereby agree as follows:

1. Any documents provided to Litowitz by Petitioners or Respondents will be treated as "Attorneys' Eyes Only" material, which Litowitz may not disclose to any other person or party, including the Litowitz Clients, although Litowitz is permitted to discuss the substance of information contained in "Attorneys' Eyes Only" material with the Litowitz Clients, subject to their written agreement not to disclose any such information to any other party or person.
2. Any "Attorneys' Eyes Only" material shall be utilized by Litowitz solely for purposes of determining whether the Litowitz Clients will join the agreed-upon settlement between Petitioners and Respondents, and for no other purposes.
3. Nothing herein shall be deemed to waive any privilege recognized by law, or shall be deemed an admission as to the admissibility of evidence of any facts or documents revealed in the course of disclosure.

4. By Monday, September 10, 2018, Litowitz shall either return any "Attorneys' Eyes Only" material to Petitioners and Respondents, or destroy that material, at the option of Petitioners and Respondents. In the event that Litowitz destroys physical objects and documents, he shall certify in writing within fifteen (15) days after destruction that he has undertaken its best efforts to destroy such physical objects and documents, and that such physical objects and documents have been destroyed to the best of his knowledge.

5. This Confidentiality Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to any conflict of law provisions thereof that would cause the application of the laws of any jurisdiction other than the state of New York. The Parties hereby irrevocably: (a) submit to the jurisdiction of any court of the State of New York or any federal court sitting in the State of York for the purposes of any suit, action or other proceeding arising out of this Confidentiality Agreement which is brought by or against either Party; (b) agree that all claims in respect of any suit, action or proceeding may be heard and determined in any such court; and (c) to the extent that any Party has acquired, or hereafter may acquire, any immunity from jurisdiction of any such court or from any legal process therein, such Party hereby waives, to the fullest extent permitted by law, such immunity. The Parties hereby waive, and the Parties agree not to assert in any such suit, action or proceeding, in each case, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of any such court; (ii) it is immune from any legal process (whether through service or notice, attachment prior to judgment, attachment in the aid of execution, execution or otherwise) with respect to it or its property; (iii) any such suit, action or proceeding is brought in an inconvenient forum; (iv) the venue of any such suit, action or proceeding is improper; or (v) this Confidentiality Agreement may not be enforced in or by any such court.



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EXHIBIT A
LIST OF PETITIONERS

| No. | First Name | Last Name | No. | First Name | Last Name | No. | First Name | Last Name |
|-----|------------|-----------|-----|------------|-----------|-----|------------|-----------|
| 1 | Yang | Ang | 43 | Yufei | Luo | 85 | Guofen | Xu |
| 2 | Renyi | Cao | 44 | Kai | Luo | 86 | Dongyan | Xu |
| 3 | Fenghua | Chen | 45 | Zhenbin | Mo | 87 | Pei | Xu |
| 4 | Weilun | Chen | 46 | Yongkun | Pan | 88 | Zixi | Xu |
| 5 | Jiang | Chen | 47 | Qingli | Pang | 89 | Jiewei | Xu |
| 6 | Jingke | Chen | 48 | Jing | Peng | 90 | Yan | Yang |
| 7 | Weiqi | Chen | 49 | Yan | Ren | 91 | Zhiwei | Yao |
| 8 | Xiuling | Chen | 50 | Anqi | Shi | 92 | Jianjun | Yin |
| 9 | Guojian | Chen | 51 | Yujia | Shi | 93 | Jia | Yu |
| 10 | Jian | Cheng | 52 | Li | Shi | 94 | Liu | Yuan |
| 11 | Jihong | Cui | 53 | Ling | Su | 95 | Hu | Zeng |
| 12 | Wenting | Cui | 54 | Haitao | Sun | 96 | Haiying | Zeng |
| 13 | Chengling | Deng | 55 | Zhaohong | Sun | 97 | Xiaolin | Zeng |
| 14 | Yihong | Ding | 56 | Yanfu | Sun | 98 | Meiling | Zhan |
| 15 | Jing | Fu | 57 | Jian | Sun | 99 | Wei | Zhang |
| 16 | Juanjuan | Fu | 58 | Li | Sun | 100 | Yanping | Zhang |
| 17 | Hongmei | Fu | 59 | Li | Sun | 101 | Weifan | Zhang |
| 18 | Rao | Fu | 60 | Wei | Sun | 102 | Jie | Zhang |
| 19 | Dan | Gao | 61 | Xiangqiong | Tang | 103 | Jianbo | Zhang |
| 20 | Ziming | Gu | 62 | Rujun | Tao | 104 | Jieyun | Zhang |
| 21 | Yan | Gu | 63 | Jing | Tian | 105 | Jinsong | Zhang |
| 22 | Jianghong | He | 64 | Airong | Tian | 106 | Qi | Zhang |
| 23 | Jun | He | 65 | Xiaonan | Wang | 107 | Xiaohui | Zhang |
| 24 | Mingyuan | Hua | 66 | Fubao | Wang | 108 | Yan | Zhang |
| 25 | Zehong | Huang | 67 | Ye | Wang | 109 | Yan | Zhang |
| 26 | Bei | Huang | 68 | Xiaoting | Wang | 110 | Yuchi | Zhang |
| 27 | Xiaoyan | Huang | 69 | Aihua | Wang | 111 | Ying | Zhang |
| 28 | Jianping | Jiang | 70 | Zhen | Wang | 112 | Mumu | Zhao |
| 29 | Yan | Jin | 71 | Biqing | Wang | 113 | Zichu | Zheng |
| 30 | Xiaonan | Jing | 72 | Qun | Wang | 114 | Qun | Zhou |
| 31 | Guilan | Ju | 73 | Yiyu | Wang | 115 | Juan | Zhou |
| 32 | Lihua | Kui | 74 | Shan | Wang | 116 | Jingxing | Zhou |
| 33 | Huiqiang | Li | 75 | Xiaohong | Wu | 117 | Yamin | Zhu |
| 34 | Qin | Li | 76 | Shuzhen | Wu | | | |
| 35 | Yunshan | Li | 77 | Jiaping | Wu | | | |
| 36 | Xiaohong | Li | 78 | Zhaohui | Wu | | | |
| 37 | Zhen | Li | 79 | Dong | Wu | | | |
| 38 | Haojun | Ling | 80 | Zuohan | Xiahou | | | |
| 39 | Xiaoyang | Liu | 81 | Yan | Xiao | | | |
| 40 | Fen | Liu | 82 | Xiao | Xiao | | | |
| 41 | Yihua | Liu | 83 | Chun | Xie | | | |
| 42 | Jin | Liu | 84 | Hong | Xie | | | |