

EXHIBIT "J"

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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Attorney for the Litowitz Clients

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			