FILED: NEW YORK COUNTY CLERK 11/02/2018 07:08 PM INDEX NO. 159222/2018

NYSCEF DOC. NO. 47

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EXHIBIT C

FILED: NEW YORK COUNTY CLERK 11/02/2018 07:08 PM

NYSCEF DOC. NO. 47

INDEX NO. 159222/2018

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701 TSO 1000 Funding, LLC

115 Front Street Suite 300 Jupiter, Florida 33477

Aug 2 , 2018

Mrs. Qimin Song

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 1-526 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

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NYSCEF DOC. NO. 47

INDEX NO. 159222/2018

RECEIVED NYSCEF: 11/02/2018

(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.

<u>Waiver</u>. 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.

<u>Facsimile and Counterparts</u>. 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

'ILED: NEW YORK COUNTY CLERK 11/02/2018 07:08 PM

NYSCEF DOC. NO. 47

INDEX NO. 159222/2018

RECEIVED NYSCEF: 11/02/2018

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 Λ. 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: 宏启敏

Investor Name: SONG QIMIN

Date: Aug 2, 2018