

REGIONAL CENTER SERVICES AGREEMENT

This Regional Center Services Agreement ("**Agreement**") is entered into as of July 22, 2014 ("**Effective Date**"), by and between [REDACTED] 5 [REDACTED]th [REDACTED]ue Manager LLC, a Delaware limited liability company (the "**Company**"), and [REDACTED]ell [REDACTED]w [REDACTED]rk City Regional Center LLC, a Delaware limited liability company (the "**Regional Center**"). The Company desires to retain the Regional Center to perform certain administrative services, and the Regional Center is willing to perform such services, on the terms set forth below. Certain capitalized terms used in this Agreement are defined in Section 10 to this Agreement.

In consideration of the mutual promises contained herein, the parties hereto (each a "**Party**" and collectively, the "**Parties**") agree as follows:

1. ENGAGEMENT. The Company hereby engages the Regional Center, and the Regional Center hereby accepts the engagement, to perform the services set forth on Exhibit A to this Agreement (collectively the "**Services**") in a professional and first-class manner solely with respect to the Project. Exhibit A is incorporated herein by this reference.

2. COMPENSATION AND EXPENSES

2.1 Regional Center Fee. On the terms and subject to the conditions of this Agreement, as consideration for the Regional Center's performance of the Services, the Company, shall pay fees to the Regional Center for the services rendered to the Company pursuant to this Agreement. The amount of fees to be paid to the Regional Center shall be equal to the excess of (i) the cumulative Management Fees paid as of the Determination Date (as defined below) to the Company (the "**Manager**") pursuant to the LLC Agreement, less (ii) the cumulative compensation paid as of the Determination Date (as defined below) by the Company and/or the Manager to finders, broker-dealers, emigration agents or other introducers of capital who have introduced EB-5 Investors to the Company (such excess, the "**RC Fee**"). The RC Fee shall be due and payable to the Regional Center one hundred and twenty (120) days following the date upon which the Company has received the final Management Fee payment (the "**Determination Date**").

2.2 Expenses. The Regional Center will be responsible for all expenses incurred in performing the Services or any other obligation under this Agreement.

3. COVENANTS AND RESPONSIBILITIES OF THE REGIONAL CENTER. In addition to performing the Services in accordance with the provisions of this Agreement, the Regional Center shall:

3.1.1 engage competent legal counsel and accountants (all reasonable legal and accounting fees to be paid by the Regional Center) to oversee and provide all annual and other reports required by the USCIS during the term of this Agreement, including the preparation and delivery of the documentation set forth on the Exhibit B to this Agreement;

3.1.2 maintain its status in good standing with the USCIS as a designated regional center in that portion of the City of New York, New York, in which the Project is located, during the term of this Agreement;

3.1.3 maintain its ability to promptly and competently provide the Services; and