



## CONSULTING AGREEMENT

This CONSULTING AGREEMENT the (“Agreement”) is made as of \_\_\_\_\_, 2014, by and among: Florida Overseas Investment Center, a Florida limited liability company (“Florida Overseas”) having its principal place of business located in the State of Florida, USA; and \_\_\_\_\_, a \_\_\_\_\_ national (the “Client”).

### BACKGROUND

- In 1990, the United States Congress created the fifth employment-based preference as part of a general overhaul of the immigration system INA 203 (b) (5) 8 USC (“EB-5” or the “Program”), which provided an employment-based immigrant investor visa program to be administered by U.S. Citizenship and Immigration Services (“USCIS”).
- The EB-5 permitted foreign nationals to receive resident status in the United States in exchange for making a capital investment in the United States that will benefit the United States economy. Each investment needed to create or save at least ten direct full-time jobs for U.S. workers. The minimum amount of investment is \$1,000,000, but that minimum amount may be reduced to \$500,000 if the investment is made in a high unemployment area or qualifying rural region, a Targeted Employment Area (“TEA”).
- In 2002, the United States Congress enacted the EB-5 regional center pilot program. This Immigrant Client Pilot Program (“Program”) allows both public and private entities to apply for regional center status. The Program allows a client to create or save at least ten direct and indirect full-time jobs for U.S. workers if invested through an approved Regional Center.
- Florida Overseas, a USCIS designated and approved Regional Center, was founded with the purpose of working with state and local government organizations and private entities to promote economic growth, improve capital investment and job creation in the entire state of Florida, and to offer consultation to foreign national clients and to interact with entities assisting foreign clients to invest in the Program resulting in their successfully receiving U.S. permanent residency.
- Florida Overseas is pleased to sponsor the Cooper City Charter School Project through Florida Public Charter School EB5 Investment, LLP, a Florida limited partnership, organized to accept EB 5 investment and qualify as a TEA.

WHEREFORE, in consideration of the mutual promises contained in this Agreement, Florida Overseas and the Client mutually covenant and agree as follows:

Florida Overseas, or its designee, will assist the Client with economic research and provide development services and market analysis in support of the federally mandated criteria of a Regional Center investment project, as defined by federal laws and regulations, for inclusion in the Client’s I-526 petition;

Florida Overseas will assist legal counsel for the Client in the filing of an I-526 petition under the Program, respond appropriately and comprehensively to any request for evidence by the USCIS in connection with its review of the petition;

Prior to the approval of the Client's I-526 petition Florida Overseas will monitor the Client's compliance with the Program; and

Florida Overseas will assist the client and client's counsel with the preparation of the I-829, petition for removal of conditions.

Any and all information supplied to Florida Overseas by the Client or Client's attorney shall be held in the strictest of confidence.

The Client shall:

Promptly provide Florida Overseas with any and all information reasonably necessary to enable Florida Overseas to assist the Client (and his or her legal counsel) in the filing and, if necessary, prosecution of the Client's I-526 petition under the Program; and

Execute truthful and accurate certificates, verifications or other documents as may be from time to time necessary in connection with the Client's participation in the Program.

**Florida Overseas Fees.**

The Client shall pay Florida Overseas a consulting and administrative fee of fifty-five thousand dollars (\$55,000), (the "Administrative Fee"). Payment of said fee is to be received by Florida Overseas prior to the filing of the Client's I-526 petition with USCIS. The fee should be included along with the \$500,000 minimum investment to be wire transferred to the escrow agent for a total of \$555,000. In the event that USCIS denies Client's I-526 petition, Florida Overseas shall refund to Client the balance of the consulting and administrative fee less any sums previously expended to third party professionals (which shall include a \$15,000 allocation for non-refundable legal and administrative services associated with filing of the I-526 application) unless the reason for said denial is caused by misrepresentation and or fraud in which case the entire fee is non-refundable. Said refund shall be made within 30 days of presentation of evidence of said denial (I-797E, Notice of Action).

**Limits on Number of Units Available.**

Each project has a limited number of units available. Client agrees and understands that in the case where the project in which Client agreed to invest becomes over-subscribed and no longer possesses any available Units, Florida Overseas shall propose new qualifying projects along with the requisite Private Placement Memoranda ("PPM") to Client. Client shall have thirty (30) days to accept or reject said newly proposed projects.

**Independent Contractor Relationship.**

Florida Overseas' relationship with the Client is that of an independent contractor. Nothing in this Agreement is intended to, or should be interpreted to create a partnership, agency, joint venture or employment relationship. Florida Overseas is not permitted to make any representation, contract, or commitment on behalf of the Client unless there is a request for same by the Client in writing. Florida Overseas is solely responsible for filing all tax returns and payments that are required to be filed with or made to any federal, state or local tax authority with respect to Florida Overseas' performance of services and receipt of fees under this Agreement in a timely basis. No part of Florida Overseas' compensation will be subject to withholding by the Client for the payment of any social security, federal, state, or any other tax.

**No performance guarantees: indemnification.** The Client agrees that Florida Overseas and its officers, directors, employees, representatives, members, and agents are not securities dealers or brokers and that they cannot guarantee investment results., The Client will not hold liable Florida Overseas for any investment losses incurred as a result of their participation in the Program. Florida Overseas and all abovementioned parties shall be held harmless, indemnified, and defended by the Client for any losses incurred in connection therewith. Notwithstanding anything which may be construed to the contrary herein, the Client will hold harmless, indemnify and defend Florida Overseas and its officers, directors, employees, representatives, members, or agents, from any and all liability resulting from his or her and participation in the Program including any and all investments related thereto. The abovementioned obligations to indemnify, defend of hold harmless will survive the termination of this Agreement.

**Termination.**

This Agreement shall continue in effect until the earliest event to occur of, (i) the date that USCIS denies the Client's I-526 petition under the Program, (ii) the date that Client is denied initial admission to the U.S. as an immigrant following approval of Client's I-526 petition, or (iii) the date that Client is denied adjustment of status to conditional legal permanent resident status following admission to the U.S., until a material breach occurs by Florida Overseas or the Client of its obligations under this Agreement, upon at least thirty (30) days' prior notice from the other party to such effect, which breach continues remedied beyond such thirty (30) day period.

**General Provisions.**

**Successors and Assignments.** Client may not assign or otherwise delegate his or her rights and obligations under this Agreement without Florida Overseas prior written consent.

**Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only when delivered (personally, by courier service such as Federal Express, or by other messenger), when sent by electronic facsimile or four days following the day when deposited in the United States mail, registered or certified air mail, postage prepaid, return receipt requested, to the addresses set forth above or to such other address as either party may specify in writing.

**Governing Law.** This Consulting Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by will be governed in all respects by the laws of the State of Florida, without regard to its conflicts of law doctrine.

**Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provisions, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

**Waiver; Amendment; Modification.** No term or provision hereof will be considered waived by the Client, and no breach excused by the Client, unless such waiver or consent is in writing signed by the Client. The waiver by the Client of, or consent by the Client to, a breach of any provision of this Agreement by Florida Overseas will not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by Florida Overseas. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

Counterparts. This Consulting Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which taken together shall constitute one and the same instrument. This Consulting Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

Entire Agreement. This Consulting Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes any and all prior documents relating to the terms of this Agreement. The terms of this Agreement will govern all services undertaken by Florida Overseas for the Client.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first abovementioned.

FLORIDA OVERSEAS INVESTMENT CENTER, LLC:

By: Roy Norton  
Its: Director

\_\_\_\_\_  
CLIENT  
Name: \_\_\_\_\_

**NOTICE REGARDING NATIVE LANGUAGE TRANSLATION**

Client hereby agrees that it is the sole responsibility of Client to ensure proper translation of this Agreement into their native language if necessary for Client's understanding of the rights and obligations contained herein. Any language translation of this Agreement provided by any of the parties hereto is not a binding legal document, and is being provided solely for the Client's convenience, and shall not in any way be construed as a contract or any part of this Agreement as set forth in English. None of the parties hereto are liable for any inaccuracies in any language translation or for any misunderstandings due to differences in language usage or dialect. In the event of any inconsistencies between this Agreement as set forth in English and any language translation, this Agreement as set forth in English and as executed shall govern. The Client assumes the responsibility for fully understanding the nature and terms of the rights and obligations under this Agreement as set forth in English. None of the parties shall sign any translation of this Agreement.