

Agreement

Between

ANC BIO VERMONT, LLC

and

ANC BIO VERMONT, GP SERVICES, LLC

(General Partner of JPBRP, LP)

and

NORTH EAST CONTRACT SERVICES, LLC



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AGREEMENT

This AGREEMENT (hereinafter referred to as "Agreement") is made between AnC Bio Vermont, LLC (the related sponsor company of Jay Peak Biomedical Research Park, LP) a limited liability company organized and formed under the laws of the United States of America and having its place of business in Jay Vermont, 05859 USA (hereinafter referred to as "AnC Bio Vt"), and AnC Bio Vermont, GP Services LLC (the General Partner of Jay Peak Biomedical Research Park L.P.), a limited liability company organized and formed under the laws of the United States of America and having its place of business in Newport Vermont 05855, USA (hereinafter referred to as "GP Services"), and North East Contract Services, LLC a limited liability company organized and formed under the laws of the United States of America and having its place of business in Newport Vermont 05855, U.S.A (hereinafter referred to as "NECS").

AnC Bio Vt, GP Services, and NECS are referred to herein individually as "Party" or collectively as "Parties".

1 BACKGROUND OF AGREEMENT

AnC Bio Vt is the sponsor company of Jay Peak Biomedical Research Park, LP, a new commercial enterprise chartered or to be chartered, in the State of Vermont, and operating within a U S Government designated USCIS Regional Center structured to assist investors to obtain EB-5 Visas allowing lawful, permanent residency in the United States. The purpose of this Limited Partnership company will be to undertake certain real estate development and business activities which will include, but not be limited to:

(1) Acquisition of title or rights to one or more parcels of real estate located at 172 Bogner Drive, Newport Vermont 05855 (hereinafter the "Site") and constructing, renovating, and outfitting one or more buildings upon the Site (hereinafter the "Center");

(2) Owning and operating a biomedical manufacturing, research, and development facility within the Center.

GP Services, is, or will become, the General Partner of the new Limited Partnership company, Jay Peak Biomedical Research Park, L.P.

Pursuant to the terms of the Jay Peak Biomedical Research Park, LP Offering Memorandum, an entity will be named to oversee construction and fit out of the Center. AnC Bio Vt is the entity named to conduct this oversight and has designated NECS to conduct oversight operations on behalf of AnC Bio Vt.

NECS is an entity with special knowledge, skills and human resource experienced in the management and supervision of USCIS EB-5 programs. NECS management has specific experience in the supervision and management of construction projects regulated by the USCIS for compliance with EB-5 programs within the Vermont Regional Center.

GP Services, as the General Partner of Jay Peak Biomedical Research Park, LP, and AnC Bio Vt agree to engage NECS as the exclusive contract management and construction and

fit out oversight company for Jay Peak Biomedical Research Park, L.P., GP Services and AnC Bio Vt under the terms and conditions as detailed herein.

2 PURPOSE AND GOAL OF AGREEMENT

The primary goal of this Agreement is to establish a working relationship between JPBRP, LP, GP Services, AnC Bio Vt, and NECS wherein NECS will act as contract liaison, and provide contract management services, and construction oversight services for all construction, fit out, goods and services procured for, and by, JPBRP, L.P. and / or GP Services to design, build, fit out and equip the Center (hereinafter "Project Services")

2.1 Appointment and relationship between Parties.

The Parties have agreed to co-operate in their separate and complementary efforts to manage the design, build, fit out and equipping of the Center subject to the terms and conditions of this Agreement.

AnC Bio Vt and GP Services appoints NECS as its exclusive contract management company regarding the contracts for designing, building, fitting out and equipping of the Center. The appointment is valid during the entire term of this Agreement and is subject to all of its terms and conditions.

This Agreement does not constitute an employment, agency, distributorship or other similar relationship between the Parties. NECS is entitled to indicate its status as the contract manager, construction supervisor, and owners representative on behalf of AnC Bio Vt for JPBRP, LP. but is also obliged to bring to common knowledge, when necessary, its status as an independent enterprise.

All contractual offers managed and supervised by NECS in the subject matter hereof are always subject to prior consent of AnC Bio Vt and GP Services.

This Agreement does not restrict or limit AnC Bio Vt or GP Services's rights to carry out its own management and supervisory activities or maintain direct contacts with product and service providers.

3 RESPONSIBILITIES OF NECS

NECS shall represent, negotiate and liaise, under the instructions of AnC Bio Vt and GP Services and to the extent decided by AnC Bio Vt and GP Services at their discretion, with product and service providers during the bidding, negotiating, procurement, and construction stages of the Project.

At AnC Bio Vt's or GP Services direction, NECS will award and administer all contracts for all products and services procured for or on behalf of the Project.

NECS will authorize all payments on behalf of JPBRP, LP. and / or GP Services to all product and service providers for all products and services procured for or on behalf of the Project.

Furthermore, NECS shall:

- (i) deliver progress reports about all activities performed by NECS to AnC Bio Vt and to GP Services in writing at least once in every calendar month;
- (ii) advise and assist AnC Bio Vt and GP Services's personnel regarding activities governed by, or which are the subject matter of this Agreement;
- (iii) assist AnC Bio Vt and GP Services in the recovery of funds guaranteed under surety and / or performance bonds provided by product and service providers and in the release of bonds/guarantees provided by GP Services, if requested;
- (iv) monitor AIA applications and certificates for payments
- (v) monitor requests for payments not covered by (iv) above
- (vi) monitor, as construction supervisor for AnC Bio Vt in cooperation with GP Services, General and Sub Contractor contracts relating to the Project.

4 RESPONSIBILITIES OF ANC BIO VT

AnC Bio Vt shall assign a single contact person as a primary contact point for NECS.

AnC Bio Vt shall at all times keep NECS informed of all matters known to AnC Bio Vt that enable NECS to properly carry out its duties as set out in this Agreement.

AnC Bio Vt shall prepare and submit once a month to NECS a project report containing sufficient information concerning the funds available to continue NECS's work on the Project.

5 COMPENSATION PAYABLE TO NECS BY JPBRP, LP AND / OR GP SERVICES

AnC Bio Vt, JPBRP, LP, and GP Services agrees to pay to NECS for the fulfilment of contractual obligations hereunder, compensation as follows:

Beginning February 1, 2013 through the completion of construction of the Center and the Project Services provided by NECS, NECS shall be compensated by JPBRP, LP in the amount of Fifteen Percent (15%) of the total gross cost of construction and fit out of the Center as defined in the Jay Peak Biomedical Research Park, L.P. Offering Memorandum as construction supervision services (hereinafter "Base Compensation") and in the amount of Five Percent of the total gross cost of construction and fit out of the Center as defined in the Jay Peak Biomedical Research Park, L.P. Offering Memorandum as construction supervision services expense (hereinafter "Expense Compensation").

5.1 Compensation Payments and Payment terms for Base and Expense Compensation

The Base Compensation and the Expense Compensation will be paid by JPBRP, LP to NECS on a payment schedule that will coincide with the payments made to all contracted, whether verbal or written, suppliers of products and services for gross design, fit out and construction costs for the Center, whether those payments are made by JPBRP, LP or by GP Services, or by NECS, or by others and are made to General Contractors, Sub Contractors, or entities working directly for JPBRP, LP or GP Services or its affiliates or others.

All fees and other payments payable by JPBRP, LP or GP Services to NECS shall be paid in United States Dollars (USD) to a bank account indicated by NECS. JPBRP, LP, or GP Services shall be entitled, at its option, to use any of its affiliate companies in arranging the payment of any fees or other measures to NECS under and in accordance with this Agreement. Any payment payable by JPBRP, LP or GP Services to NECS under this Agreement shall be inclusive of any value added or other similar tax or other public measure and shall be regarded as a gross payment with no additional liabilities.

Notwithstanding anything to the contrary in Clause 12 or 13 hereinafter, any delivery contracts, purchase orders, expansions or any other delivery contracts issued by JPBRP, L.P. or GP Services after the expiration of this Agreement will fall within the scope of this Agreement and will entitle NECS to receive compensation based on any such further gross construction contracts and/or payments made on behalf of the construction of the Center.

Upon receipt of the Base Compensation and the Expense Compensation by NECS, NECS shall perform all of the required services under this Agreement, account for all of the cost of the required services under this Agreement, which all Parties agree will not be less than thirty two percent (32%) of the Base Compensation and the Expense Compensation, and the remaining sixty eight percent (68%) will be paid to the sponsor company, AnC Bio Vt or its' designee, within thirty (30) days of the receipt of the Base Compensation and the Expense Compensation by NECS.

6 TAX LIABILITIES

It is hereby declared that it is the intention of the Parties that NECS shall have the status of an independent company and shall not be entitled to any salaries, bonus or other fringe benefits from JPBRP, LP or from GP Services or from AnC Bio Vt. It is further agreed that NECS shall be responsible for all income tax liabilities in respect of its net fees only. The sponsor company or its' designee that receives the funds excess of those retained by NECS shall be responsible for all taxes associated with those funds.

7 COMPLIANCE WITH LAWS

NECS shall be responsible for complying with any and all laws, decrees, and regulations and any other legal requirements in the performance of its own contractual obligations.

8 APPLICATION OF PERMITS

JPBRP, LP and / or GP Services shall be the sole and exclusive owner of any permissions, approvals, consents, or licenses applied for by NECS or others subject to this Agreement.

9 CONFIDENTIALITY

NECS, JPBRP, LP, GP Services, and AnC BioVt agree to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of any information relating to the others technology, technical processes, business affairs or finances or any such information relating to each others customers or clients where knowledge or details of the confidential information was received before, during or after the period of this Agreement. Upon termination of this Agreement for whatever reason, NECS shall return to JPBRP, LP, GP Services, and AnC Bio Vt all working papers, computer disks and tapes or other material and copies provided or prepared by it pursuant to this Agreement.

This Clause shall survive the expiry or termination of this Agreement, no matter for which reason.

10 INTELLECTUAL PROPERTY RIGHTS

Any and all material and information submitted hereunder and any intellectual property rights thereof shall remain the property of JPBRP, L.P., GP Services, and/or AnC Bio Vt. NECS shall be granted the non-exclusive, non-transferable license without the right for sublicensing to use them solely for the purpose of this Agreement, and such license shall terminate immediately when this Agreement is terminated or expires for whichever reason. No other licenses are hereby granted, unless otherwise stated in this Agreement. There are no implied licenses granted under this Agreement, and all rights, save for those expressly granted, shall be reserved.

NECS shall not, without prior consent of GP Services, use or cause or permit to be used by any person under its control any of the patents, trademarks, or trade or brand names, registered designs or any other industrial or intellectual property rights owned or controlled by GP Services.

NECS shall not, without the prior written consent of GP Services, seek for registry or register any patents, trademarks, trade or brand names, registered designs or other industrial or intellectual property rights owned, devised or manufactured by or on behalf of GP Services.

On termination of this Agreement for any reason, NECS shall immediately cease to describe itself as a contractor of JPBRP, LP., GP Services, or AnC Bio Vt and cease the use all such trademarks or trade or brand names in any manner whatsoever for which consent was granted and shall return to GP Services and AnC Bio Vt or otherwise remove or dispose of at GP Services's and AnC Bio Vt's direction without any cost to GP Services

or AnC Bio Vt all items and materials displaying such trademarks or trade or brand names in NECS's possession.

11 PUBLICITY

NECS agrees to obtain from AnC Bio Vt and GP Services prior written approval of all press releases, and other publicity matters relating to work or services performed by NECS pursuant to this Agreement in which JPBRP, LP, GP Services's, or AnC Bio Vt's name and trademarks or language from which the connection of said name or trademarks therewith may be inferred or implied are mentioned.

On termination of this Agreement for any reason NECS and / or JBRP, LP., GP Services, and/or AnC Bio Vt shall not cause harm or waste in social media to the other in any way whatsoever until and unless a court of law with proper jurisdiction has ruled publicly on the subject matter of the harm or waste.

12 TERM AND EXPIRATION

This Agreement shall come into force when signed by all Parties or when the required services by NECS are performed at the direction of AnC Bio Vt, whichever is earlier and shall, subject to the earlier termination in accordance with the provisions contained herein, continue for an initial term of Three (3) years from the effective date (hereinafter "Initial Term").

This Agreement shall, after the Initial Term be automatically extended for an additional two (2) year period if JPBRP, LP and / or GP Services has not completed the construction and fit out of the Center.

Notwithstanding the above, either Party shall be entitled to terminate this Agreement forthwith with immediate effect in any of the following events:

- (i) if another Party shall have committed a substantial breach of this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice specifying such breach.
- (ii) if another Party becomes insolvent, subject to official liquidation or bankruptcy proceedings or applies for a settlement with creditors;
- (iii) if controlling ownership of NECS has changed by merger, acquisition or sale of all or substantially all of its assets, business or stock.
- (iv) By mutual consent.

13 EFFECTS OF TERMINATION

In the event of termination of this Agreement:

- (i) the Parties shall have no further duties, obligations or liabilities to each other, except that the confidentiality commitment under this Agreement shall remain valid; and
- (ii) In case GP Services or AnC Bio Vt terminates the contract due to reasons other than substantial breach attributable to NECS or due to mutual consent, NECS shall still be entitled to the Compensation on all gross contract costs between JPBRP, LP. and / or GP Services and any construction contractor or sub contractor, or fit out supplier within the remaining time of the Initial Term of the Agreement or eighteen (18) months after the termination whichever time is longer. The payment of the Compensation in such cases shall also be subject to the other terms and conditions in this Agreement; and
- (iii) Notwithstanding anything to the contrary in this Agreement, JPBRP, LP and GP Services shall pay NECS Base Compensation and Expense Compensation on all gross construction contract and fit out payments made by JPBRP, LP or GP Services or any of their affiliates pursuant to the terms of 13(ii) above.

14 NOTICES

Any and all notices of payments made, communications, notices or information other than information or proposals of pure technical nature shall be given by either Party by prepaid mail or by telefax or courier to the other Parties at the following address:

If to AnC Bio Vt or GP
Services:

General Partner
111 NE 1st Street,
4th Floor
Miami, FL 33132 USA

If to NECS:

William J. Kelly
North East Contract Services
172 Bogner Drive
Newport, VT, 05855 U.S.A

The aforementioned address of either Party may be changed at any time by giving fifteen (15) days' prior notice to the other Party in accordance with the foregoing. Either Party may also by fifteen (15) days' prior notice to the other Party give further specifications as to which address notice, information or proposals of various nature shall be forwarded.

15 MISCELLANEOUS

15.1 Modification

No modification, addition to, or waiver of any of the terms and conditions hereof or any of the rights, obligations or defaults hereunder, shall be effective unless in writing and signed

by the Party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall not be construed as a waiver of any subsequent right, obligation or default.

15.2 Severability

Should any of the provisions of this Agreement, or portions thereof, be found to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall nonetheless remain in full force and effect

16 LAW APPLICABLE

This Agreement shall be governed by the substantial and procedural laws of Vermont, USA.

17 ORDER OF PRIORITY

This Agreement represents the whole agreement between the Parties concerning its subject-matter and supersedes all previous agreements, arrangements and understandings, whether written or oral, between the parties regarding the subject matter hereof.

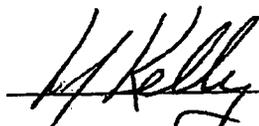
18 DISPUTES

All disputes or claims arising out of or relating to this Agreement, and not settled amicably between the Parties, shall be attempted first to be settled under the Rules of Conciliation and Arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Vermont USA. The language of the arbitration proceedings shall be English.

IN WITNESS WHEREOF, the Parties hereto, have executed this Agreement in two (2) identical originals by their duly authorised officers. Each Party has received one original bearing the following legally binding signatures of NECS, AnC Bio Vt and GP Services.

NORTHEAST CONTRACT SERVICES.

GP SERVICES, for itself and JPBRLP

By 
Name William J. Kelly

By 
Name Ariel Quiros

Title President

Title General Partner

Date 1/30/12

Date 1/30/13

AnC Bio Vt

By 

Name Ariel Quiros

Title President & Managing Member

Date 1/30/13