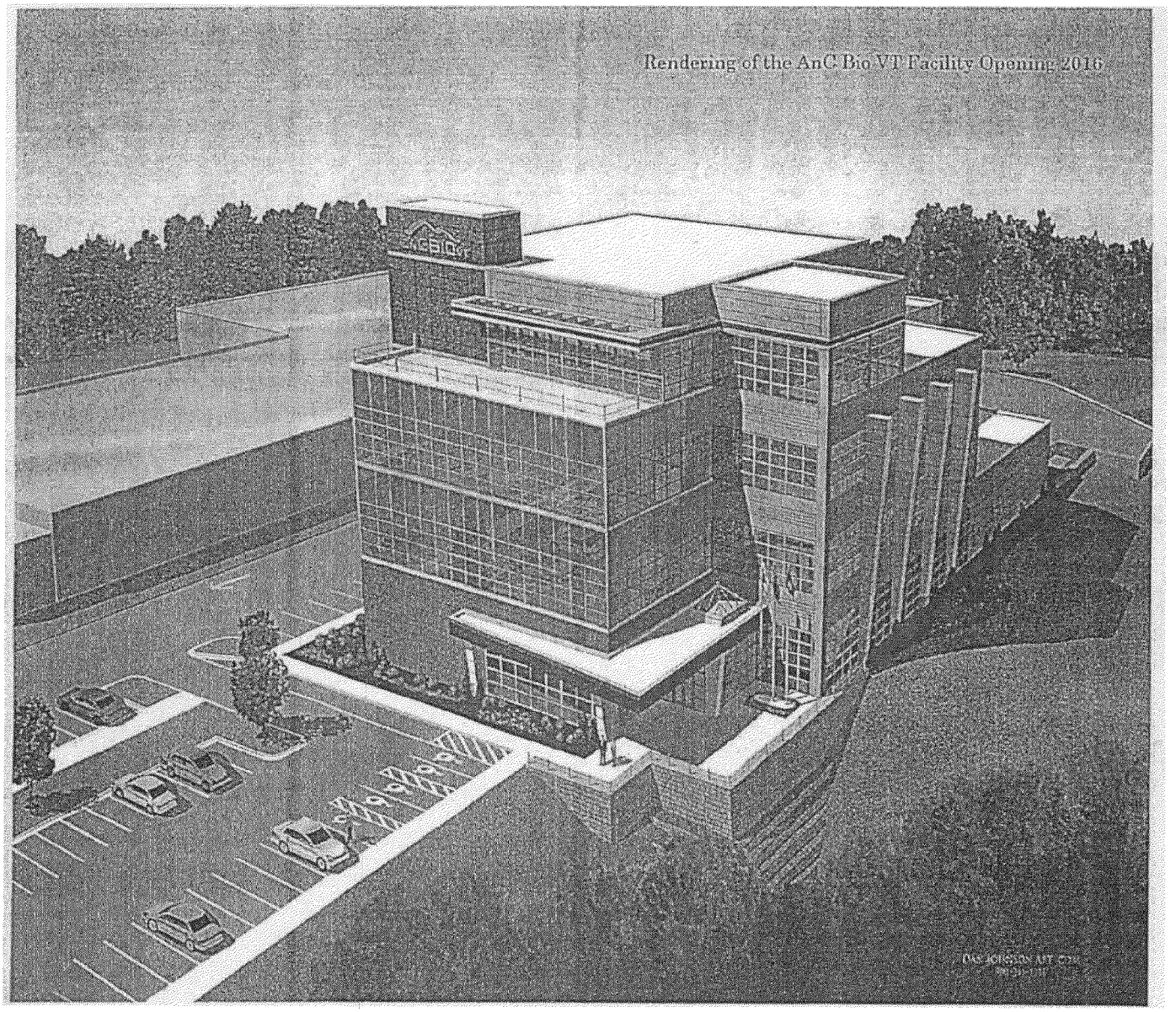

Jay Peak Biomedical Research Park

A Limited Partnership Chartered in the State of Vermont

An investment opportunity located in Newport Vermont - within the Vermont Regional Center, a US Government designated regional center. This Partnership is structured to assist investors in obtaining an EB-5 Investment Visa giving lawful and permanent residency into the United States of America.

PENGAD Bayonne, N.J.
PLAINTIFF'S EXHIBIT
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AnC BIO JAY PEAK

Jay Peak Biomedical Research Park L.P.

A Limited Partnership Chartered In the State Of Vermont

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This Offering Memorandum contains important information about the Limited Partnership to which Investors should become familiar prior to making investment therein. Please read all information and retain this Offering Memorandum for future reference.

CONFIDENTIALITY AGREEMENT AND COPYRIGHT ACKNOWLEDGEMENT

A prospective investor into JAY PEAK BIOMEDICAL RESEARCH PARK L.P. (the "Partnership"), by accepting receipt in whatever manner or form, of this Private Offering Memorandum (the "Memorandum"), agrees not to duplicate, disseminate or to furnish copies of the Memorandum or any part thereof in any form whatsoever, including but not limited to electronic means, or to divulge information garnered from this Memorandum to persons other than such investor's investment and tax advisors, accountants and legal counsel instructed solely to assist the investor in the evaluation, and such advisors, accountants and legal counsel together with the prospective investors and any other persons to which this Memorandum comes into their possession (i) are prohibited from duplicating, disseminating or using the Memorandum and any information contained herein in any manner other than to determine whether the investor wants to invest into the Partnership, (ii) acknowledge the copyright of the authors in the Memorandum, and that copyright violators may be prosecuted and (iii) acknowledge that written translation of this Memorandum, or any part thereof, into any other language other than English is not authorized except to the extent and as limited as set forth in the Memorandum. The agreements made herein shall survive if the investor withdraws from the JAY PEAK BIOMEDICAL RESEARCH PARK L.P. project for whatever reason, whenever said withdrawal should occur, and shall continue in full force and effect regardless of the eventual result of any application for lawful permanent residence in the United States of America made in conjunction with investment in this project. If the investor withdraws from the project for whatever reason the investor shall immediately return to the General Partner of the Partnership his or her copy of this Private Offering Memorandum, together with any other copies whether in the possession of the investor or furnished to such investor's advisors or counsel.

IMPORTANT NOTICE – NO LEGAL ADVICE

The contents of this Memorandum are not intended as an interpretation of immigration law or securities law or legal advice for any purpose, and any prospective investor should not consider anything in this Memorandum as such advice or as a legal opinion or investment advice on any matters, and should seek independent professional advice.

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AnCBIO VT

JAY PEAK

Section 1

The Offering

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AMENDED AND RESTATED PRIVATE PLACEMENT MEMORANDUM

SECTION 1

JAY PEAK BIOMEDICAL RESEARCH PARK L.P.
(a Vermont limited partnership)
Newport, Vermont

A Private Offering of Limited Partnership Interests

All of the Limited Partnership Interests (also called "Interests" herein) are being offered by Jay Peak Biomedical Research Park L.P., the New Commercial Enterprise ("NCE") and the issuer (sometimes referred to herein as the NCE, "Issuer", "Partnership" or "Limited Partnership"). There is no public market for these interests. *See Risk Factors.*

NO PARTIES EXCEPT THE PARTNERSHIP ARE RESPONSIBLE FOR THE CONTENTS OF THIS AMENDED AND RESTATED PRIVATE PLACEMENT MEMORANDUM (REFERRED TO HEREIN AS THIS "MEMORANDUM" OR "OFFERING MEMORANDUM"), AND NO OTHER PARTY EXCEPT SALES AGENTS AUTHORIZED BY THE PARTNERSHIP WILL BE INVOLVED IN THE OFFERING OF INTERESTS UNDER THE MEMORANDUM OR THE ACCEPTANCE OF SUBSCRIPTIONS FROM INVESTING LIMITED PARTNERS.

THE OFFERING

US$110,000,000. The minimum investment for each Limited Partnership Interest is $500,000 (the "Offering").

Jay Peak Biomedical Research Park L.P., by and through its General Partner, AnC Bio Vermont GP Services LLC (the "General Partner"), commenced this Offering on November 30, 2012. Since the Offering's commencement, the Limited Partnership as of January 30, 2015 has raised $71,000,000 from the sales of 142 Limited Partnership Interests. As of January 30, 2015, at least 128 investors who purchased Limited Partnership Interests in the Partnership have filed I-526 petitions for conditional permanent residency in connection with the Project (as defined below), and of those petitions at least 48 have been approved by the United States Citizenship and Immigration Services ("USCIS"). The Limited Partnership seeks funds amounting to a maximum capital raise of $110.0 million to be used as described in this Offering Memorandum.

The funds raised in this Offering have been used to purchase land in Newport, Vermont, USA and will continue to be used to undertake certain real estate development on the land including the construction and equipping of a world class certified GMP (Good Manufacturing Practice) and GLP (Good Laboratory Practice) building and clean room facility (sometimes referred to herein as the "Facility"). The Limited Partnership also proposes to undertake certain business activities in the new Facility pursuant to a Joint Venture Agreement by and between the Limited Partnership and AnC Bio USA LLC or other similarly named subsidiary (the "Joint Venturer") of AnC Bio VT LLC (sometimes referred to herein as "AnC Bio VT" or the "Project Sponsor"),

which is the Project sponsor. The Joint Venture Agreement between the Limited Partnership and the Joint Venturer has not yet been executed and the draft attached as an Exhibit is subject to further amendment and changes before business operations begin, but the material structure of the Project will remain unchanged. The Joint Venture Agreement proposes to cover: (1) the research, development, manufacture and distribution of artificial organs, cell based therapy medicine and medical devices (collectively the "AnC Bio Products"), and other affiliated business operations in the new Facility, and (2) the operation and staffing of clean rooms in the new building to be used by third parties (collectively with the real estate and commercial development of the property on which the building will be built, the "Project"). The Joint Venture Agreement will acknowledge, among other things, that the Joint Venturer and the Limited Partnership will establish and own a third entity to be named AnC Bio LLC (or similar name) set up to run the business operations in the new facility (the "Joint Venture Entity").

Through the funds raised in this Offering, the NCE known as Jay Peak Biomedical Research Park L.P. will stimulate economic development and create many jobs at the Project site in Newport, Vermont, within the State of Vermont Regional Center, within the northeastern United States and within the rest of the United States.

All Limited Partnership Interests are payable in full upon subscription. The minimum capital contribution to invest into the Partnership shall be $500,000 (subject to the General Partner's discretion for investors who are not seeking qualification as an "alien entrepreneur", as defined below). Each investor must also pay a nonrefundable administration fee of $50,000 payable to the Limited Partnership (sometimes referred to herein as the "Administration Fees" or "Administrative Fees"), which if the Limited Partnership incurs an obligation to make said payment may pay some or all of these funds to AnC Bio VT to partially reimburse it for various costs and expenses incurred by AnC Bio VT in connection with development of the Project, business planning and to produce and distribute the Offering Memorandum, and may also use the Administrative Fees to compensate broker-dealers, migration agents and sales agents for marketing activities and presentations, educational programs, conferences or other services related to the sale or promotion of Limited Partnership Interests under the Offering to potential investors, for a total subscription amount of $550,000. In no event will any of the foregoing expenses be paid from investors' minimum capital contributions. There is no minimum capital contribution requirement, except for foreign investors seeking qualification as an "alien entrepreneur" under the EB-5 Program under the Act (as those terms are defined below), where the minimum capital contribution amount is currently $500,000 as set by law because the investment is situated in a Targeted Employment Area (TEA). The General Partner in its sole discretion may waive the minimum subscription amount and/or raise the minimum amount in the future. The Offering will continue until it has raised **$110,000,000, unless terminated sooner by the General Partner in its sole discretion, but in no event will the** Offering be open past September 30, 2015 unless extended by the General Partner in its sole discretion. This Offering supersedes in its entirety all prior offerings made by the Issuer with respect to the Project, if any.

While this investment offering has been structured so that investors may meet the requirements under 8 U.S.C.§ 1153 (b)(5)(a) - (d); INA § 203 (b)(5)(a) - (d) of the Immigration & Nationality Act (the "Act") and qualify under this program (the "Program" or "EB-5 Program") to become eligible for admission to the United States of America as lawful permanent residents and confer this benefit upon their spouses and unmarried, minor children, the investment offering is also open to investors not seeking immigration benefits.

In making an investment decision investors must rely on their own examination of the Issuer and the terms of the Offering, including the merits and risks involved. You should depend solely on the written information contained in this private placement Memorandum and the accompanying Business Plan and Exhibits. These securities have not been recommended or approved by any federal or state securities commission or

regulatory authority. Furthermore, those authorities have not passed upon the accuracy or adequacy of this document. Any representation to the contrary is a criminal offense.

The US Securities and Exchange Commission (the "Commission" or "SEC") does not pass upon the merits of any securities offered or the terms of the Offering, nor does it pass upon the accuracy or completeness of any offering circular or selling literature. These securities are offered under and rely upon one or more exemptions from registration; however, the Commission has not made an independent determination that these securities are exempt from registration.

Investment in small businesses involves a high degree of risk. An investment in Interests of the Limited Partnership involves substantial risks including, but not limited to, reliance and continuity of management, third party services, general market forces and risks, profitability of the operations run by the Joint Venture Entity, obtaining U.S. FDA approval for the AnC Bio Products and complex tax issues. Investors should not invest any funds in this Offering unless they can afford to lose their entire investment. See the "Risk Factors" section of the Offering Memorandum for the risk factors that management believes present the most substantial (but not necessarily all) the risks to an investor in this Offering. See also the projections and financial data contained in the Business Plan contained in the Memorandum, which are projections as there is no operating history. As such, all projections are forward looking statements. There is currently no public market for the Interests and transferability of the Interests will be limited.

This Offering is made only to "accredited investors", as defined in Rule 501(a) of Regulation D, and who are sophisticated in financial and business matters, unless the investor is not resident in the United States at the time he or she is given a copy of the Offering nor at the time of sale of a limited partnership interest to the investor, whereupon Regulation S of the 1933 Securities Act may apply. Each intending investor should obtain the advice of their own professional advisors including legal, financial, tax, investment and other advisors including immigration if applicable before deciding to invest.

	Price To Investors	Proceeds To Limited Partnership for Investment in the Project
Minimum Investment	$ 500,000.00	$ 110,000,000
		Proceeds to Limited Partnership
Administration Fee	$ 50,000.00	$ 11,000,000

All invested funds are stated and payable in US dollars.

Administrative and Other Fees

Though not part of the investor's investment, under the terms of the Memorandum each investor is required to pay Offering issuance expenses to the Limited Partnership, herein referred to as Administrative Fees in the amount of $50,000, which if the Limited Partnership incurs an obligation to make said payment may pay some or all of these funds to the Project Sponsor to partially reimburse it for various costs and expenses incurred by it in connection with development of the Project, business planning and to produce and distribute the Offering Memorandum, and may also use the Administrative Fees to compensate broker-dealers, migration agents and sales agents for marketing activities and presentations, educational programs, conferences or other services related to the sale or promotion of Limited Partnership Interests under the Offering to potential investors. In no event will any of the foregoing expenses be paid from investors'

minimum capital contributions.

Though not part of the investor's investment into the Project, each investor may also be required to pay a fee to the State of Vermont Regional Center, currently $1,500, but said amount may change at the discretion of the State of Vermont, which fee will be used by the State of Vermont to help defray its costs in administering the Vermont Regional Center. Each prospective investor should consult with his or her own immigration counsel with respect to this issue.

This Amended and Restated Private Placement Memorandum updates and brings current, as of January 30, 2015, the Private Placement Memorandum issued by the Limited Partnership on November 30, 2012 (the "Original PPM").

This Memorandum # ... has been provided to: _____

IMPORTANT INFORMATION

Review all information — A potential investor should carefully review all the information and exhibits contained in this Memorandum including the Limited Partnership Agreement, the Business Plan, including the financial and operating projections of the Project attached hereto, which is incorporated herein by reference, and the Subscription Agreement in making an investment decision.

Investors must rely on such investor's own examination of the terms of the Offering, including the merits and risks involved. Each prospective investor is invited to ask questions of, and upon request may obtain additional information from the General Partner concerning the Limited Partnership, its contemplated business, the terms and conditions of such Offering and any other relevant matters to the extent the General Partner possesses such information or can acquire it without unreasonable effort or expense.

Sources of information — The information contained herein has been obtained from the Limited Partnership and AnC Bio VT. No representation or warranty, expressed or implied, is made as to the accuracy or completeness of such information and nothing contained in this Memorandum is or shall be relied on as a promise or representation as to future events. This Memorandum is provided subject to amendment and supplementation by the General Partner in its sole discretion, and the transaction contemplated herein may be modified or withdrawn at any time, with notice to prospective investors who have received this Memorandum and to investors who have already subscribed. The obligations of the parties to this transaction will be set forth and governed by the documents referred to in this Memorandum.

Authorized statements — This Offering Memorandum contains all of the representations by the Partnership concerning this Offering, and no person shall make different or broader statements than those contained herein. Investors are cautioned not to rely upon any information not expressly set forth in this Memorandum.

Memorandum not legal advice — Prospective investors should not construe the contents of this Memorandum or any prior or subsequent communications from the Partnership as investment, financial, legal or tax advice. Each investor must rely solely upon his or her own representatives (including his or her legal counsel, accountant and other personal advisors) as to legal, tax, immigration, business and related matters concerning a prospective investment in the Partnership. **PROSPECTIVE INVESTORS BY THEIR INVESTMENT INTO THE PROJECT ACKNOWLEDGE THAT THEY HAVE NOT RECEIVED ANY ADVICE ON INVESTING IN THE LIMITED PARTNERSHIP OR INTO THE PROJECT FROM THE JOINT VENTURER, THE LIMITED PARTNERSHIP, THE GENERAL PARTNER, ANC BIO VT OR ANY AFFILIATED ENTITIES OR ANY OF THEIR RESPECTIVE OFFICERS, OWNERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "INTERESTED PARTIES"), NOR HAS ANY CONSIDERATION BEEN PAID BY SAID INVESTORS TO ANY OF THE INTERESTED PARTIES FOR ANY ADVICE SPECIFIC TO INVESTING IN THE LIMITED PARTNERSHIP OR INTO THE PROJECT.**

Private Memorandum — This Memorandum has been prepared solely for the information of persons and entities interested in the private placement of the Interests offered hereby and may not be reproduced or used for any other purpose. Any reproduction or distribution of this Memorandum, in whole or in part, without the prior written consent of the Partnership is prohibited. By accepting this Memorandum, prospective investors agree that they will not disclose its contents to anyone other than to their professional advisers, or reproduce it, in whole or in part, which advisors by their acceptance of the Memorandum similarly agree not to disclose its consents or reproduce it, without the prior written consent of the Partnership.

Determination of Offering Price — The price of the minimum Interest was determined by the Partnership to assist investors who wish to meet the requirements under the Act. Such price is also based, in part, on the amount of funds sought from this Offering and the number of Limited Partnership Interests the General Partner is willing to issue in order to raise such funds. Accordingly, there is no relationship between the price of the Limited Partnership Interests sold in this Offering and the assets, earning or book value of the Limited Partnership, the market value of the Limited Partnership Interests, or any other recognized criterion for value. As such, the price does not necessarily indicate the current value of the Limited Partnership Interests and should not be regarded as an indication of any future market price of the Limited Partnership Interests.

Best Efforts Offering — All interests are offered by the Partnership on a "best efforts" non-minimum basis. There is no assurance that all of the desired capital will be raised through the Offering. The Offering has no minimum amount and the Partnership will utilize proceeds as they are received. See Completion of Project.

Liquidity and capital resources — The Partnership's liquidity needs to date, if any, have been satisfied by support from AnC Bio VT and other related parties and from funds already raised in this Offering. Management believes that the maximum proceeds of this Offering will generate sufficient capital to conduct the business of the Partnership.

Miscellaneous — The description in this Memorandum of any agreement, document, statute, rule, regulation, or proposed legislation is not advice and is not designed to be complete and is, therefore, qualified in its entirety by reference to the respective agreement, document, statute, rule, regulation or proposed legislation.

FORWARD-LOOKING STATEMENTS AND PROJECTIONS

THIS OFFERING MEMORANDUM CONTAINS FORWARD-LOOKING STATEMENTS AND PROJECTIONS THAT RELY ON CERTAIN ASSUMPTIONS AND MAY ADDRESS, AMONG OTHER THINGS, PROJECTED DATES OR HIRES, DEVELOPMENT AND U.S. FDA APPROVAL OF ANC BIO PRODUCTS, USE OF PROCEEDS, PROJECTED REVENUE AND CAPITAL EXPENDITURES, OPERATING COSTS, LIQUIDITY, DEVELOPMENT OF ADDITIONAL REVENUE SOURCES, DEVELOPMENT AND MAINTENANCE OF PROFITABLE MARKETING AND MANAGEMENT AND MAINTENANCE ALLIANCES. THESE STATEMENTS MAY BE FOUND IN THE SECTIONS OF THIS MEMORANDUM ENTITLED "SUMMARY OF OFFERING," "RISK FACTORS," "USE OF PROCEEDS," "BUSINESS PLAN" AND IN THIS MEMORANDUM GENERALLY. ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE ANTICIPATED IN THESE FORWARD-LOOKING STATEMENTS AND PROJECTIONS AS A RESULT OF VARIOUS FACTORS, INCLUDING ALL THE RISKS DISCUSSED IN "RISK FACTORS" AND ELSEWHERE IN THIS MEMORANDUM.

Speculative offering and risk — The Interests offered hereby should be considered only by persons who can afford to sustain a loss of their entire investment. Investors will be required to represent that they are familiar with and understand the terms of this Offering, and that they or their purchaser representatives have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of this investment. Investors should be aware that their investment in the Limited Partnership may be illiquid indefinitely.

Restrictions on transfers — No Interests may be resold or otherwise disposed of by any investor unless, in the opinion of counsel to the Partnership, registration under the applicable federal or state securities laws is

not required or compliance is made with such registration requirements. Restrictions will also arise from the requirements of and compliance with immigration laws and regulations and the Limited Partnership Agreement. For example, no Interests may be resold or otherwise disposed of by an investor unless, in the opinion of immigration counsel to the Partnership, such sale or disposition will not jeopardize the Project's compliance with applicable immigration law or subject other investors to possible loss of immigration benefits. These restrictions may render it difficult or impossible to locate a prospective purchaser if and when a limited partner wishes to sell his Limited Partnership Interest.

Limits on Disclosure

The Offering materials are submitted in connection with the private offering of the Interests and do not constitute an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorized or is only authorized following registration or other legal requirements which have not been met. Any reproduction or distribution of the Offering materials in whole or in part, or the divulgence of any of their contents, without the prior written consent of the Partnership is prohibited. Any person acting contrary to the foregoing restrictions may place himself and the Partnership in violation of federal or state securities laws.

Voidability of Sales

The Interests offered herein will be sold to and acquired by a purchaser in a transaction exempt from registration under federal and certain states securities laws and regulations, and may not be offered for sale or resold except in a transaction exempt from said securities laws and regulations, or pursuant to an effective registration statement hereunder. Sales made pursuant to exemptions from federal and state securities laws are voidable by each subscriber upon notice to the General Partner given within three days following the later of receipt by the subscriber of this Memorandum or the receipt and acceptance by the General Partner of the subscriber's executed Subscription Agreement. The Limited Partnership will offer such rescission right to each subscriber, irrespective of the subscriber's state or country of residency, and notwithstanding the lack of such requirements under any federal or state securities laws that may apply to each subscriber.

Offering being made pursuant to certain states securities law registration exceptions — Any and all notices under this section should be sent by certified mail, return receipt requested, to the Limited Partnership in care of William Stenger, 4850 VT Route 242, Jay, Vermont 05859-9621.

Restrictive Securities Information

Interests will be offered without registration under the Securities Act or state securities acts, as summarized below, and more specifically detailed hereunder:

Within the United States, in reliance upon Rule 506 of Regulation "D" promulgated by the SEC, only to persons who are "accredited investors", within the meaning of Rule 501 promulgated by the SEC; and,

Outside the United States, in reliance upon regulation "S" promulgated by the SEC only to persons who are not "U.S. persons" within the meaning of such regulations, or in reliance on Regulation "D", only to persons who are "accredited investors".

For the purposes of this Memorandum, "U.S. person" means any natural person resident in the United States.

The inclusion of information for each state in this Memorandum is not intended to imply that the Interests covered by this Memorandum are to be offered for sale in every state, but is merely a precaution in the event this Memorandum may be transmitted into any state other than by the issuer.

For residents in all states:

The securities offered hereby have neither been registered under the Securities Act of 1933, as amended (the "1933 Securities Act"), nor pursuant to the securities laws of any state, and are therefore being offered and will be sold to and acquired by purchasers in transactions which the Partnership believes to be exempt from the registration requirements of the 1933 Securities Act pursuant, to §§3(b) and 4(2) or other applicable section(s) thereof, and of the securities laws of the states in which the interests may be offered for sale (pursuant to the exemptions identified below). Once purchased by a subscriber, these securities may not be re-offered for sale or re-sold other than by an effective registration statement or in a transaction exempt from registration under the applicable law. The securities have neither been approved or disapproved by the United States Securities and Exchange Commission or any state securities regulatory authority, nor has the commission or any such authority passed upon or endorsed the merits of this Offering or the accuracy or adequacy of this Memorandum. Any representation to the contrary is unlawful.

For Vermont residents only:

The sale of Limited Partnership Interests offered and described in this Memorandum will only be sold to and acquired by investors in a transaction exempt from registration of securities with the Vermont Department Of Financial Regulation under section 5201(6) or other applicable section(s) of the Vermont Uniform Securities Act (2002) (the "Vermont Act"). As such, the Limited Partnership Interests have not been registered as securities under the Vermont Act. Any representation to the contrary is unlawful.

For persons resident outside the United States of America only:

The interests are also being offered in accordance with Regulation "S" promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933. This Offering Memorandum does not constitute an offer or solicitation in the United States of America or any jurisdiction in which such offer or solicitation is not permitted under applicable law or to any U.S. person or individual who does not possess the qualifications described in this Memorandum.

FOR ALL NON-U.S. INVESTORS GENERALLY:

IT IS THE RESPONSIBILITY OF ANY PERSONS WISHING TO SUBSCRIBE FOR THE PURCHASE OF INTERESTS OFFERED HEREBY TO INFORM THEMSELVES OF AND TO OBSERVE ALL APPLICABLE LAWS AND REGULATIONS OF ANY RELEVANT JURISDICTIONS. PROSPECTIVE INVESTORS SHOULD INFORM THEMSELVES AS TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES WITHIN THE COUNTRIES OF THEIR CITIZENSHIP, RESIDENCE, DOMICILE AND PLACE OF BUSINESS WITH RESPECT TO THE ACQUISITION, HOLDING OR DISPOSAL OF THE INTERESTS OFFERED HEREBY, AND ANY FOREIGN EXCHANGE OR OTHER NON-U.S. RESTRICTIONS THAT MAY BE RELEVANT THERETO.

Interests will not be offered to any person except as set forth above. Any person wishing to buy an Interest

will be required to demonstrate that he or she is an eligible investor in accordance with the foregoing. This Memorandum does not constitute an offer to sell to, or a solicitation of an offer to buy from, any person in any jurisdiction to whom such an offer or solicitation would be unlawful.

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INVESTOR SUITABILITY STANDARDS

The purchase of Interests in this Offering involves a high degree of risk and is not a suitable investment for all potential investors. See "Risk Factors." Accordingly, the Partnership will offer and sell Interests only to investors who are "accredited investors" as that term is defined in Regulation D as promulgated under the 1933 Securities Act, unless the investor is not resident in the United States at the time of the Offering nor at the time of sale of a limited partnership interest to the investor, whereupon Regulation S of the 1933 Securities Act may apply. Any person wishing to buy an Interest will be required to demonstrate that he or she is an eligible investor in accordance with the foregoing. The Partnership has the unconditional right to reject any subscription.

This Memorandum does not constitute an offer to sell to, or a solicitation of an offer to buy from, any person in any jurisdiction to whom such an offer or solicitation would be unlawful. In addition to restrictions on transfer imposed by the Partnership in the Limited Partnership Agreement, an investor seeking to transfer his Interests subsequent to his initial investment will be subject to the provisions of the federal and state securities laws and the transfer restrictions which may be imposed pursuant to said laws.

The offer and sale of Interests are exempt from the registration and prospectus delivery requirements of the 1933 Securities Act and applicable state securities laws pursuant to exemptions therein. Investment in the Interests is suitable only for those who have adequate means of providing for their current needs and personal contingencies and have no need for liquidity in an investment of this type. Prior to the purchase of the Interests, each prospective purchaser will be required to represent that he meets each of the following requirements: (a) he has the requisite knowledge or has relied upon the advice of his own professional advisor(s) with regard to the tax and other considerations involved in making such an investment and (b) he is acquiring the Interests for investment and not with a view to resale or distribution thereof.

Prior to a purchase of Interests, each prospective purchaser will be required to represent that he is an "accredited investor" as defined in Regulation D, unless the investor is not resident in the United States at the time of the Offering nor at the time of sale of a Limited Partnership Interest to the investor, whereupon Regulation S of the 1933 Securities Act may apply. Among other categories, an "accredited investor" is an investor who, at the time of purchase of the interests, meets one of the following requirements:

(i) any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of the purchase exceeds $1,000,000, excluding home, home furnishings and automobiles;

(ii) any natural person who had an individual income in excess of $200,000 each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of the two most recent years and who reasonably expects to reach the same income level in the current year; or

(iii) any entity in which all of the equity owners are accredited investors.

If, in the opinion of the Limited Partnership, a prospective purchaser lacks the knowledge and experience in financial and business matters so that he is not capable of evaluating the merits and risks involved in the purchase and ownership of the Limited Partnership Interest, the Limited Partnership may require the prospective purchaser to use the services of a purchaser representative to serve the investor in evaluating the merits and risks of the prospective investment. If such a purchaser representative is required and used, the Limited Partnership will provide the prospective investor the appropriate forms for both the prospective

investor and purchaser representative to sign and return to the Limited Partnership.

Prior to purchase of a Limited Partnership Interest, an Investor Questionnaire (Exhibit B) and a Subscription Agreement (Exhibit A), including a Consent to the Limited Partnership Agreement, must be signed and delivered by a prospective purchaser to the Partnership.

If the Partnership is incorrect in its assumption as to the circumstances of a particular prospective investor, then the delivery of this Memorandum to such prospective investor shall not be deemed to be an offer and this Memorandum shall be returned to the Partnership immediately.

The suitability standards defined above represent suitability standards for prospective investors. Each prospective investor should determine whether an investment in the Partnership is appropriate in view of his or her own particular circumstances.

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SUMMARY OF THE OFFERING

INTRODUCTION

This summary highlights and outlines certain information regarding the Offering and may not contain all the information that is important to you. The summary is qualified in its entirety by the information appearing in the Limited Partnership Agreement, and elsewhere in this Memorandum, including the exhibits and the Business Plan and financial data of the Limited Partnership attached hereto and incorporated herein by reference (the "Financial Data"), which contains more detailed information with respect to each of the matters summarized herein as well as other matters not covered by this summary. Prospective investors should read the Memorandum and the Financial Data in their entirety, along with the Limited Partnership Agreement, the Subscription Agreement and accompanying documents and exhibits.

SECURITIES BEING OFFERED

Investors are being offered the opportunity to purchase a limited partnership interest. All Limited Partnership Interests are payable in full upon subscription (the "Offering"). There is no minimum sale requirement. in accord with the provisions of the Limited Partnership Agreement, excepting for foreign investors seeking qualification as an "alien entrepreneur", where the minimum amount, currently $500,000, is set by law, the General Partner may in its sole discretion both waive the minimum subscription amount, and may raise the minimum amount in the future. The Offering will continue until it has raised $110,000,000 unless terminated by time or sooner by the General Partner. This Offering will terminate as of September 30, 2015 unless further extended in the General Partner's sole discretion. The minimum amount required of foreign investors may increase if the law or regulations of the EB-5 Program controlling the minimum amount are amended.

PURCHASE TERMS

The minimum capital contribution to the Limited Partnership to purchase an interest shall be five hundred thousand and no/100 dollars ($500,000 US) (herein referred to as a "Capital Contribution"). Each prospective investor must also pay an administration fee of $50,000 to the Limited Partnership, which if the Limited Partnership incurs an obligation to make said payment may pay some or all of these funds to the Project Sponsor to partially reimburse it for various costs and expenses incurred by it in connection with development of the Project, business planning and to produce and distribute the Offering Memorandum, and may also use the Administrative Fees to compensate broker-dealers, migration agents and sales agents for marketing activities and presentations, educational programs, conferences or other services related to the sale or promotion of Limited Partnership Interests under the Offering to potential investors, for a total cost to each prospective investor of $550,000. The subscription price is payable in cash and in full upon subscription and payment must accompany delivery of the Subscription Agreement. The Limited Partnership reserves the right to reject any subscription in whole or in part, in its sole discretion.

EXEMPTION FROM REGISTRATION

The Limited Partnership is claiming exemption from registration requirements under section 4(2) of the Securities Act of 1933, as amended, and Rule 506 of Regulation D promulgated thereunder, and for persons outside the United States under Regulation S promulgated by the SEC only to persons who are not "U.S. persons" within the meaning of the regulations. Accordingly, no registration statement will be filed with the SEC in connection with this Offering and sale of the Interests pursuant to this Memorandum. In addition, this Offering is being made without registration under the securities laws of any state or any other jurisdiction.

Prospective investors are invited to make an independent examination of the books, records and other documents of the Limited Partnership, and may question the appropriate officers, members or directors of the General Partner to the extent that such investors deem it necessary in their sole discretion to analyze the risks involved with this investment. Prospective investors should not rely on the Limited Partnership, or any of their officers, directors, employees or agents, with respect to the judgments relating to their investment in the Limited Partnership. Prospective investors should retain their own professional advisors to review and evaluate the economic, tax and other consequences of an investment in the Limited Partnership. The Limited Partnership will make available, upon reasonable notice, but shall not incur any unreasonable expenses, to provide any other documents or information available to the Limited Partnership concerning the affairs of the Limited Partnership which a prospective investor requests, subject to receipt of reasonable assurances that such matters will be maintained in confidence between the investor and its professional advisors.

THE PROJECT SPONSOR

The Project Sponsor is AnC Bio VT LLC, a limited liability company organized in the State of Vermont with its principal place of business in Newport, Vermont. The sole members of AnC Bio VT LLC are Ariel Quiros and William Stenger. At the time of the Original PPM, Ariel's son Ary Quiros was also a minority member, but Ariel purchased his son's interest in AnC Bio VT LLC as of January 1, 2015. The Project Sponsor is responsible for contracting with the general contractor, engineering firms, construction managers, and other third party consultants to develop the Project.

THE LIMITED PARTNERSHIP/NCE

Jay Peak Biomedical Research Park L.P. is a Vermont limited partnership with its principal place of business in Newport, Vermont. Its General Partner, AnC Bio GP Services LLC, is a Vermont limited liability company with its principal place of business in Jay, Vermont. The Limited Partnership will contribute the distribution rights it has obtained to the AnC Bio Products to the joint venture as set forth below, and will own a minority interest in the Joint Venture Entity (for an explanation of these rights, see section below titled **PRINCIPAL BUSINESS AGREEMENTS EXECUTED IN CONNECTION WITH PROJECT**).

THE GENERAL PARTNER

The General Partner will be responsible for marketing the Offering to prospective investors who may be interested in becoming limited partners, for the day to day decisions on behalf of the Limited Partnership and, either by itself or through its designee(s), members, manager or affiliates, for managing aspects of the development and operation of the Project. The sole members of the General Partner are William Stenger and Ariel Quiros. The General Partner will not give any advice to any prospective investor on whether to invest in the Limited Partnership, and no such advice should be sought or expected by prospective investors.

THE JOINT VENTURER

A wholly owned subsidiary of AnC Bio VT, proposed to be known as AnC Bio USA LLC and to be set up in the State of Vermont, will enter into the Joint Venture Agreement with the NCE/Limited Partnership to set forth the agreements by and between both entities with respect to managing the business operations at the new Project facility in Newport, Vermont. The Joint Venturer and the NCE/Limited Partnership will contribute to the joint venture the respective intellectual property, technology and distribution rights needed to produce and distribute the AnC Bio Products. The Joint Venture Agreement will, among other things, acknowledge

the creation by the NCE and the Joint Venturer of the Joint Venture Entity owned by them, proposed to be known as AnC Bio LLC. The Joint Venturer will own a majority interest in the Joint Venture Entity.

THE JOINT VENTURE ENTITY

AnC Bio LLC, or similarly named entity, will be formed and owned by the NCE/Limited Partnership and the Joint Venturer as a Vermont limited liability company with its principal place of business in Newport, Vermont. It will manage all the business operations at the new facility on behalf of the Joint Venturer and the NCE/Limited Partnership, including hiring staff to operate and run the research, development, manufacturing and distribution divisions to produce and distribute the AnC Bio Products, as well as to operate and staff the clean rooms available for use by third parties.

HISTORICAL INFORMATION REGARDING THE COMPANIES IN KOREA IN CONNECTION WITH THE DEVELOPMENT OF THE ANC BIO PRODUCTS

The AnC Bio Products will be developed, manufactured and distributed at and from the new Facility. The distribution rights and intellectual property for the AnC Bio Products are being transferred and licensed, and certain architectural and other design services for the Facility in connection with the Project, from and by certain entities organized in the Republic of South Korea, as set forth below in the section titled PRINCIPAL BUSINESS AGREEMENTS EXECUTED IN CONNECTION WITH PROJECT. A brief historical summary of the key Korean entities follows:

In 2001 Ariel Quiros introduced a U.S. company, Bioheart Inc., to the Korean Office of Foreign Trade, for the purposes of determining whether there would be any interest in a collaboration of the Korean government and this U.S. company. The Korean government confirmed that there was interest on their part. Bioheart Inc. in the U.S. confirmed that there was interest on their part.

A short time later, in 2002, a Korean company, Bioheart Korea, Inc. was established in Seoul, Korea for the purpose of collaborating with Bioheart, Inc for further research & development of Bioheart, Inc's products and therapies, and to conduct human trials of these in Korea under the Korean FDA. Bioheart Korea, Inc., after exhaustive efforts working with the KFDA, ultimately received approval from the KFDA to conduct human clinical trials in South Korea.

At that time, Ariel Quiros and William Kelly, who is counsel to AnC Bio Vt, became shareholders in Bioheart Korea, Inc. and also became shareholders in the US company Bioheart, Inc. Mr. Quiros and Mr. Kelly have spoken to many constituencies about the collaborative efforts of the two companies and have been photographed many times during these talks. Mr. Quiros, has at times, promoted the interests of the Korean company in the United States.

In 2006 Bioheart Korea, Inc went public by a reverse merger with BHK (formerly Shinsung DNK) and the public company became known as and traded on the name of BHK.

Neither Mr. Quiros, Mr. Stenger, nor Mr. Kelly has ever held paid positions, consultant or otherwise, with either Bioheart Korea Inc., BHK, or Bioheart Inc. Mr. Quiros was asked to join the Board of Directors of Bioheart Inc. in the United States and agreed to do so for a very short period of time in 2011, but is no longer a director.

In 2006 the Korean government, through its owned banking entity, KDB, provided funding to a newly formed

company, Bioheart Manufacturing, Inc., for the construction of a clinical research laboratory in Seoul. The new facility would be held as collateral for the funding instruments

In 2009 Bioheart Manufacturing, Inc. changed its name to AnC Bio, Inc. and focused on further research & development of stem cell products, and to establish new product lines of their own. AnC Bio, Inc. bought all of the rights to cell therapies, artificial organs, and integrated intellectual properties that BHK owned.
Along with the transfer of IT, many of the senior management and scientists that were employed at BHK chose to join AnC Bio Inc. as the opportunities here were considerably expanded.

Although Mr. Quiros, Mr. Stenger, and Mr. Kelly have spoken to various constituencies about the products owned or licensed under Bioheart Manufacturing, Inc. or AnC Bio Inc., and have been photographed many times in this regard, none have ever held paid positions, consultant or otherwise, with either company. When the Offering Memorandum was first issued in November 2012, the Business Plan attached as an Exhibit thereto incorrectly stated that Ariel Quiros, one of the owners of AnC Bio VT, was also an owner and founder of AnC Bio, Inc. This reference is corrected in the updated Business Plan, attached as an Exhibit.

In 2009 AnC Ueda was also formed in Korea for the purposes of research and development of stem cell based cosmetic and dermatology therapies. In 2012 AnC Ueda changed its name to AnC Biopharm, Inc.

As of the time the Offering Memorandum was first issued in November 2012, AnC Bio, Inc. (sometimes inadvertently identified in the Memorandum as AnC Bio Korea, Inc.) owned the intellectual property and distribution rights to the AnC Bio Products that are integral to the Project. In January 2013 AnC Biopharm, Inc. acquired all of the rights to cell therapies, artificial organs and integrated intellectual properties from AnC Bio, Inc. It did not acquire the rights or the liabilities associated with the manufacturing facility in Seoul. At this point, all of the products and all of the rights that AnC Bio Vermont was interested in resided in one South Korean company, AnC Biopharm. An unofficial translated copy of the Business Operation and Properties Transfer Agreement conveying such assets to AnC Biopharm, Inc. is attached to this Memorandum as an Exhibit. As noted in that agreement, AnC Biopharm, Inc. also agreed effective as of the date of the agreement to employ all of AnC Bio, Inc.'s employees, and those employees are currently working in AnC Biopharm Inc.'s business operations in the facility in Seoul.

AnC Biopharm's products are the AnC Bio Products that will be further developed, manufactured and produced in the Vermont facility as further discussed in the Memorandum and the Business Plan.

In 2012 and 2013, two events began to unfold that altered the course of AnC Bio Inc. First, a Seoul based media company purchased a significant number (although not a majority) of shares of AnC Bio Inc. The media company, now wanting recognition of its investment in AnC Bio Inc, changed its name to AnC Bio Holdings, Inc. The Chairman of this company, Hong Hee Jung, later became subjected to legal proceedings and court activity in Korea, and AnC Bio Inc. suffered from the negative press about him and his company. AnC Bio Inc. was not a subsidiary of AnC Bio Holdings, Inc. Secondly, the Korean government owned bank (KDB) that originally provided funding for the clinical laboratory owned by Bioheart Manufacturing, Inc., sold its position (and the collateral agreement for the facility) to a new bank who chose to call in the financing or the collateral. Bioheart Manufacturing Inc. (now AnC Bio, Inc.) had the opportunity to pay off the financing or allow the facility to go to auction. It allowed the facility to go to auction.

AnC Biopharm was a tenant in the facility at the time of the auction and also had the opportunity to bid on the building at the auction. AnC Biopharm had plans at this time to conduct significant operations, including the attainment of U.S. FDA approval for its products, at the new facility to be built in Vermont. Additionally, AnC

Biopharm. was assured by the prospective new owners of the facility in Korea that they would be allowed to continue their tenancy in the Seoul facility until such time as the Vermont facility was completed.

AnC Bio, Inc. and AnC Biopharm, Inc. are entities each organized in Korea and have some commonality of personal relationships between senior management, although there is no direct commonality of ownership. AnC Bio, Inc. is owned by JongWeon Choi and EnAh Jung. AnC Biopharm, Inc. is a wholly owned subsidiary of Vermont Immigration, Inc., a Korean corporation, whose owners are YoonHee Kwon, SeokSoon Cho and JooYoon Park. Vermont Immigration, Inc. was originally established for recruiting investors who are interested in EB-5 projects in the State of Vermont. Neither Mr. Quiros, Mr. Stenger, nor Mr. Kelly have ever held paid positions, consultant or otherwise, with either company.

AnC Biopharm, Inc. is working with AnC Bio VT to supervise the construction design and commissioning and validation of the new building and to provide support in connection with obtaining the U.S. FDA approvals for the Products. None of the Products to be licensed and developed by the Joint Venture Entity currently have U.S. FDA Approval. The T-PLS has approval from the Korean equivalent of the FDA, but it will still need to obtain U.S. FDA approval prior to manufacture and sales in the United States.

Dr. Ike Lee and Dr. Jake Lee (unrelated) plan to commence operations in Vermont to begin the pre-opening activities for the Vermont facility that will take place over the next year. Prior to the opening of the facility, the Limited Partnership and AnC Bio Vt, as outlined in this Memorandum, will jointly create a new company that will operate the facility going forward. It is anticipated that a small number of scientists from AnC BioPharm Inc. will assist with the opening and certification of the facility in Vermont.

PRINCIPAL BUSINESS AGREEMENTS EXECUTED IN CONNECTION WITH PROJECT

Certain business agreements have been executed to facilitate commencing and completing the Project, most of them since November 30, 2012. In addition, certain consultant reports have been obtained in connection with the development of the Project since November 30, 2012. These business agreements and consultant reports are referenced below.

The Limited Partnership purchased the property in Newport, Vermont, USA on which the research, development and manufacturing facility will be constructed for $6,000,000 pursuant to the executed Purchase and Sale Agreement attached as an Exhibit. The purchase price for the Project land has been paid from proceeds already raised in this Offering and a copy of the executed Deed is attached as an Exhibit. A copy of a Summary Appraisal Report on the land, which estimates the fair market value of the land to be a minimum of $6,000,000 upon completion of the construction of the Project, is also attached as an Exhibit. The property was purchased from GSI of Dade County, Inc., which is owned by Ariel Quiros. Mr. Quiros is also one of the owners of the Project Sponsor and of the General Partner.

The Limited Partnership entered into a Master Distribution Agreement dated as of December 1, 2012 (the "Distribution Agreement") with AnC Bio, Inc., pursuant to which the Limited Partnership obtained master distribution rights to produce and manufacture certain biomedical products (the "AnC Bio Products") which have been licensed to AnC Bio VT as set forth below. The Master Distribution Agreement required payment of $10,000,000 ("Distribution Payment") from the Limited Partnership to obtain the distribution rights. The Limited Partnership has made the Distribution Payment from funds already raised in the Offering. Once the

Joint Venture Entity is formed and the AnC Bio Products are ready to be produced, the Limited Partnership will contribute its rights under the Distribution Agreement to the Joint Venture Entity pursuant to a Joint Venture Agreement with the Joint Venturer. A copy of the fully executed Distribution Agreement is attached as an Exhibit.

AnC Bio VT entered into a Technical License Agreement dated as of December 1, 2012 (the "Technical License Agreement") with AnC Bio, Inc., to obtain a license to certain intellectual property and technology rights to be used and ultimately developed at the new Vermont manufacturing facility. AnC Bio VT proposes to contribute the license rights to the Joint Venture Entity. A copy of the executed Technical License Agreement is attached as an Exhibit.

AnC Bio VT entered into an agreement with the General Partner and North East Contract Services, LLC, a Florida limited liability company with a place of business in Newport, Vermont ("NECS"), dated as of January 30, 2013, to have NECS provide contract management and construction oversight services on the Project, as the General Partner's designee. A copy of the executed agreement is attached as an Exhibit. The compensation due NECS is disclosed in the Business Plan in the Sources and Uses of Funds chart as "Construction Supervision Costs". William Kelly is the sole member of NECS.

AnC Bio VT entered into a Standard Form of Agreement Between Owner and Construction Manager as Contractor as of October 1, 2012, with PeakCM, LLC to act as the construction manager and general contractor for the Project. A copy of the executed agreement is attached as an Exhibit.

The Limited Partnership entered into a Design, Procurement and Construction Management Services Agreement dated as of March 15, 2014, with Jay Construction Management, Inc., a Vermont corporation ("JCM") owned by QResorts, Inc. (itself a Vermont corporation and owned by Ariel Quiros), for JCM to provide certain services for no monetary consideration as the General Partner's designee on behalf of the Limited Partnership for the procurement of equipment, intellectual property, licenses, industrial engineering, design/build and other goods and services integral to the Project. A copy of the executed agreement is attached as an Exhibit.

Knight Consulting Engineers, Inc. was retained to do a geotechnical investigation of the proposed site for the new facility in Newport, Vermont, USA, and issued its report on March 15, 2013. A copy of the report is attached as an Exhibit.

AnC Bio VT entered into a Memorandum of Understanding with AnC Bio Inc. and AnC BioPharm Inc. as of December 4, 2012 for the purpose of entering into a business relationship for the manufacture of AnC Bio Products and leasing of clean rooms at the new facility in Newport, Vermont, USA. A copy of the Memorandum is attached as an Exhibit.

PROJECT SUMMARY

The Project will include: (1) construction of a world class certified GMP (Good Manufacturing Practice) and GLP (Good Laboratory Practice) building and facility in Newport, Vermont, (2) supply of all necessary equipment and technicians in the facility, (3) research, development, manufacture and distribution of the AnC Bio Products under intellectual property and distribution agreements, and (4) operation of clean room spaces in the building by third parties, including without limitation AnC Biopharm, Inc., so that those third parties may conduct research into certain affiliated industries. These third parties will include businesses, universities

and colleges looking to expand such research but have in the past been hampered by a lack of adequate, geographically close clean room facilities. A more detailed summary is included in the Business Plan.

The projected overall cost of the Project is $118 million, which development and initial operating costs will be financed pursuant to this Offering Memorandum as well as from equity contributed by AnC Bio VT or its designee (see Business Plan - Section 2).

Most importantly, the Project will stimulate economic development and create many new jobs, primarily within the State of Vermont Regional Center and the northeastern United States of America (See the Exhibits to the Offering titled "Economic and Job Creation Impacts of the Prospective AnC Bio VT Facility in the Vermont Regional Center" prepared by Economic Development Research Group, Inc., and dated November, 2012, as corrected October 25, 2013 and revised May 9, 2014, together with a clarifying letter dated May 9, 2014, collectively referred to herein as the "EDR Report"), a critical component of the Project to meet the Act's requirements for job creation with respect to foreign investors' investment into the Limited Partnership. See also Immigration Discussion below.

PROXIMITY TO AND BUSINESS RELATIONSHIP WITH JAY PEAK RESORT

The Project is located within 20 miles of the Jay Peak Resort in Jay, Vermont, which has used funds invested by foreign investors under the EB-5 Program to greatly expand the services and amenities the Jay Peak Resort offers its guests. The Jay Peak EB-5 projects are widely considered to be some of the most successful development projects in the United States using EB-5 funds. The owners of the Jay Peak Resort are also owners of AnC Bio VT and they will play an integral part in developing and operating the Project. For a more detailed summary of the many successful Jay Peak projects, see the exhibit titled "Jay Peak EB-5 Projects" in the Exhibits to the Offering.

USE OF PROCEEDS

The proceeds from the sale of the Limited Partnership Interests have been used to purchase the land on which the new facility will be built. The Purchase and Sale Agreement has been executed, the purchase price has been paid by the Partnership and the Deed to the Project property has been delivered to the Partnership. Additional proceeds will be used to construct and equip the clean room manufacturing and research facility and attract and hire qualified individuals to work at the facility in Orleans County, Vermont, all of which will create thousands of jobs primarily within the Vermont Regional Center and within the northeastern United States. See the Financial Data for an expanded analysis of how the proceeds have been used to acquire control of the land underneath the new building to be constructed, and how the remainder of the proceeds will be used to construct and equip the building and to operate the facility. The Joint Venture Agreement will control the operations by the Joint Venture Entity at the facility site, on behalf of the NCE and the Joint Venturer.

MISCELLANEOUS CONSIDERATIONS

OFFERING MEMORANDUM ONLY AVAILABLE IN US ENGLISH LANGUAGE

In the event the prospective purchaser cannot understand or read the English language, and/or is unable to fully comprehend all documents and exhibits related to this Offering, it is the prospective purchaser's sole responsibility at the purchaser's sole cost to obtain all assistance required with interpretation and translation

of this Offering Memorandum and exhibits thereto. No such translation may alter, modify or otherwise change the terms of this Offering Memorandum as set forth in English in any manner or way whatsoever.

TAX MATTERS

PURSUANT TO INTERNAL REVENUE SERVICE CIRCULAR NO. 230, BE ADVISED THAT ANY FEDERAL TAX ADVICE IN THIS OFFERING MEMORANDUM, INCLUDING ANY ATTACHMENTS OR ENCLOSURES, WAS NOT INTENDED OR WRITTEN TO BE USED, AND IT CANNOT BE USED BY ANY INDIVIDUAL OR ENTITY TAXPAYER, FOR THE PURPOSE OF AVOIDING ANY INTERNAL REVENUE CODE (THE "CODE") PENALTIES THAT MAY BE IMPOSED ON SUCH PERSON OR ENTITY. SUCH ADVICE WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTION(S) OR MATTER(S) ADDRESSED BY THE WRITTEN ADVICE. EACH PERSON OR ENTITY SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

PRIOR TO INVESTMENT, A PROSPECTIVE INVESTOR THAT IS NOT A U.S. PERSON SHOULD CONSULT WITH HIS OR HER NON-U.S. AND U.S. TAX ADVISORS WITH REGARD TO THE TAX CONSEQUENCES OF BECOMING A LAWFUL PERMANENT RESIDENT OF THE UNITED STATES, AND, FURTHER, OF INVESTING IN, OWNING AND DISPOSING OF THE INTERESTS, AND ALL OTHER TAX CONSEQUENCES IN CONNECTION WITH AN INVESTMENT IN THE PARTNERSHIP.

THE FOLLOWING DISCUSSION IS NOT TAX ADVICE. PROSPECTIVE INVESTORS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES OF AN INVESTMENT IN THE PARTNERSHIP.

Introduction

No federal income tax ruling will be requested from the IRS with respect to any of the income tax consequences or federal estate tax consequences related to the Partnership's activities or an investor's ownership of a Interest. Therefore, a material risk exists that, upon audit, certain items of deduction may be disallowed in whole or in part or required to be capitalized by the Partnership. It is presently intended that the Partnership's tax filings will be prepared based upon interpretations of tax law deemed to be most favorable to the majority of investors. However, it will be the responsibility of each investor to prepare and file all appropriate tax returns that he or she may be required to file as a result of his or her participation in the Partnership. EACH PROSPECTIVE INVESTOR IS STRONGLY URGED TO CONSULT WITH HIS OR HER OWN TAX ADVISOR AND COUNSEL WITH RESPECT TO ALL TAX ASPECTS OF THE ACQUISITION AND OWNERSHIP OF AN INTEREST IN THE PARTNERSHIP.

Types of U.S. Taxpayers

The U.S. tax system separates non-U.S. citizens into two categories, "non-resident aliens" and "resident aliens." The difference between non-resident and resident status is crucial for aliens because resident aliens are taxed on their worldwide income at graduated rates just like U.S. citizens. However, non-resident aliens are taxed at a 30% rate (or a lower treaty rate) with respect to only their U.S.-source gross investment income and at rates on their taxable income effectively connected with a U.S. trade or business. Hence, the difference between the U.S. tax obligations of a non-resident alien and those of a resident alien are enormous. The difference in tax status for a potential investor is significant because presumably most individuals will be making an investment with the objective of securing a "green card." Under U.S. tax laws, when an individual secures a "green card", that individual becomes a "lawful permanent resident" of the United States, thereby subjecting that individual to taxation on his worldwide income in the same manner as a U.S. citizen. Moreover, that individual is also subjected to the U.S. federal estate and gift tax laws in the

same fashion as a U.S. citizen. Tax status as a resident alien under the U.S. tax laws only ceases when the green card holder commences to be treated as a resident of a foreign country under the provisions of a tax treaty between the United States and the foreign country, and the U.S. Internal Revenue Service is notified of the commencement of such tax treatment without waiving the benefits of such treaty applicable to residents of that foreign country.

The tax consequences of becoming a lawful permanent resident of the United States by virtue of holding a green card are substantial. Accordingly, prior to making an investment in the partnership, a prospective investor that is not a U.S. citizen should consult with his or her non-U.S. and U.S. tax advisors with regard to the consequences of becoming a lawful permanent resident of the United States and, further, of investing in, owning and disposing of the interests, and all other tax consequences, in connection with an investment in the partnership.

United States Tax Status

The Partnership will be classified for U.S. federal income tax purposes as a partnership rather than as an association taxable as a corporation under currently applicable tax laws. This classification, however, is not binding on the IRS or the courts, and no ruling has been, or will be, requested from the IRS. No assurance can be given that the IRS will concur with such classification or the tax consequences set forth below. This summary also does not discuss all of the tax consequences that may be relevant to a particular investor or to certain investors subject to special treatment under the federal income tax laws, including financial institutions, insurance companies, tax-exempt investors or non-U.S. investors. Moreover, this summary does not address the U.S. federal estate and gift tax or alternative minimum tax consequences of the acquisition, ownership, disposition or withdrawal of an investment in the Partnership.

Certain Considerations for U.S. Investors

The following discussion summarizes certain significant U.S. federal income tax consequences to an investor who: (a) owns, directly or indirectly through a partnership or other flow-through entity, an interest as a U.S. taxpayer; (b) is, with respect to the United States, a citizen or resident alien individual, the income of which is subject to U.S. federal income taxation regardless of its source, or a trust for which a court in the United States is able to exercise primary supervision over its administration and one or more United States persons have the authority to control all substantial decisions, as such terms are defined for U.S. federal income tax purposes; and (c) is not tax-exempt. An investor meeting the foregoing criteria is referred to herein as a "**U.S. Investor.**"

Taxation of Partnership Income, Gain and Loss

The Partnership will not pay U.S. federal income taxes, but each U.S. Investor will be required to report his or her allocable share (whether or not distributed) of the income, gains, losses, deductions and credits of the Partnership on such U.S. Investor's income tax return. It is possible that a U.S. Investor could incur income tax liabilities without receiving from the Partnership sufficient cash distributions to defray such tax liabilities. Each U.S. Investor is required to take into account in computing his or her federal income tax liability, and to report separately on his or her own federal income tax return, his or her distributive share of the Partnership's income, gain, loss, deductibility and credit for any taxable year of the Partnership ending within or with the taxable year of such U.S. Investor.

Pursuant to the Limited Partnership Agreement, items of the Partnership's taxable income, gain, loss, deduction and credit are allocated so as to take into account the varying interests of the U.S. Investors over the term of the Partnership. The Limited Partnership Agreement will contain provisions intended to comply substantially with IRS regulations describing partnership allocations that will be treated as having "substantial

economic effect," and hence be respected, for tax purposes. However, those regulations are extremely complex, and there can be no assurance that the allocations of income, deduction, loss and gain for tax purposes made pursuant to the Limited Partnership Agreement will be respected by the IRS if reviewed. It is possible that the IRS could challenge the Partnership's allocations as not being in compliance with applicable Treasury regulations. Any resulting reallocation of tax items may have adverse tax and financial consequences to an U.S. Investor.

The Partnership's tax year will be the calendar year, or such other year as required by the Code. Tax information will be distributed to each investor as soon as reasonably practicable after the end of the year.

Investment Interest and Passive Activity Limitations

There are limits on the deduction of "investment interest," (*i.e.*, "interest for indebtedness properly allocable to property held for investment"). In general, investment interest will be deductible only to the extent of the taxpayer's "net investment income." For this purpose "net investment income" will generally include net income from the Partnership and other income from property held for investment (other than income treated as passive business income). However, long-term capital gain is excluded from the definition of net investment income unless the taxpayer makes a special election to treat such gain as ordinary income rather than long-term capital gain. Interest which is not deductible in the year incurred because of the investment interest limitation may be carried forward and deducted in a future year in which the taxpayer has sufficient investment income. The Partnership will report separately to each U.S. Investor his or her distributive share of the investment interest expense of the Partnership, and each investor must determine separately the extent to which such expense is deductible on the investor's tax return.

Non-corporate investors are subject to limitations on using losses from passive business activities to offset active business income, compensation income, and portfolio income (e.g., interest, dividends, capital gains from portfolio investment, royalties, etc.). The Partnership's distributive share of income or losses generally may be treated as passive activity income or losses. Accordingly, an U.S. Investor will be subject to the passive activity loss limitations on the use of any allowable Partnership losses and allocable Partnership expenses.

Deductibility of Partnership Investment Expenditures and Certain Other Expenditures

Investment expenses of an individual, are deductible only to the extent they exceed 2% of the taxpayer's adjusted gross income for the particular taxable year. In addition, the Code further restricts the ability of individuals with an adjusted gross income in excess of a specified amount to deduct such investment expenses. Moreover, such investment expenses are miscellaneous itemized deductions which are not deductible by a noncorporate taxpayer in calculating such taxpayer's alternative minimum tax liability.

These limitations on deductibility may apply to an U.S. Investor's share of the trade or business expenses of the Partnership. The Partnership may make an allocation of its expenses among its various activities. There can be no assurance that any of its expenses will be considered trade or business expenses nor can there be any assurance that the IRS will agree with any allocation made by the Partnership.

An U.S. Investor will not be allowed to deduct syndication expenses attributable to the acquisition of Interests that are paid by such U.S. Investor or the Partnership. Any such amounts will be included in the U.S. Investor's adjusted tax basis for his or her Interests.

The consequences of these limitations will vary depending upon the particular tax situation of each taxpayer. Accordingly, U.S. Investors should consult their own tax advisors with respect to the application of these limitations and on the deductibility of their share of items of loss and expense of the Partnership.

Application of Basis and "At Risk" Limitations on Deductions

The amount of any loss of the Partnership that an investor is entitled to deduct on such U.S. Investor's income tax return is limited to such U.S. Investor's adjusted tax basis in his or her Interests as of the end of the Partnership's taxable year in which such loss is incurred. Generally, an U.S. Investor's adjusted tax basis for such U.S. Investor's Interests is equal to the amount paid for such Interests, increased by the sum of (i) such U.S. Investor's share of the Partnership's liabilities, as determined for federal income tax purposes, and (ii) such U.S. Investor's distributive share of the Partnership's realized income and gains, and decreased (but not below zero) by the sum of (a) distributions (including decreases in such U.S. Investor's share of Partnership liabilities) made by the Partnership to such U.S. Investor and (b) such U.S. Investor's distributive share of the Partnership's losses and expenses.

An U.S. Investor that is subject to the "at risk" limitations may not deduct losses of the Partnership to the extent that they exceed the amount such U.S. Investor has "at risk" with respect to such U.S. Investor's Interests at the end of the year. The amount that an U.S. Investor has "at risk" will generally be the same as such U.S. Investor's adjusted basis as described above, except that it will generally not include any amount attributable to liabilities of the Partnership (other than certain loans secured by real property) or any amount borrowed by the U.S. Investor on a non-recourse basis.

Losses denied under the basis or "at risk" limitations are suspended and may be carried forward in subsequent taxable years, subject to these and other applicable limitations.

Certain U.S. Tax Considerations for Foreign Investors

The U.S. federal income tax treatment of a non-resident alien investing as an Investor in the Partnership (a "**non-U.S. Investor**") is complex and will vary depending on the circumstances and activities of such investor and the Partnership. Each non-U.S. Investor is urged to consult with his or her own tax advisor regarding the U.S. federal, state, local and foreign income, estate and other tax consequences of an investment in the Partnership. The following discussion assumes that a non-U.S. Investor is not subject to U.S. federal income taxes as a result of the investor's presence or activities in the United States other than as an investor in the Partnership.

Withholding

A non-U.S. Investor will generally be subject to U.S. federal withholding taxes at the rate of thirty percent (30%) (or such lower rate provided by an applicable tax treaty) on his or her share of Partnership income from dividends interest (other than interest that constitutes portfolio interest within the meaning of the Code) and certain other income.

The Partnership may be deemed to be engaged in a U.S. trade or business. In such event, a non-U.S. Investor's share of Partnership income and gains will be deemed "effectively connected" with such a U.S. trade or business of the Partnership (including operating income from Partnership) and will be subject to tax at normal graduated U.S. federal income tax rates. A non-U.S. Investor generally will be required to file a U.S. federal income tax return with respect to the non-U.S. Investor's share of effectively connected income. If the Partnership is deemed to be engaged in a U.S. trade or business, then the Partnership will be required

to withhold U.S. federal income tax with respect to the non-U.S. Investor's share of Partnership income that is effectively connected income.

Backup Withholding

Backup withholding of U.S. income tax, currently at a rate of 28%, may apply to distributions or portions thereof by the Partnership to non-U.S. Investors who fail to provide the Partnership with certain identifying information, such as a non-U.S. Investor's taxpayer identification number. A U.S. Investor may comply with these identification procedures by providing the Partnership with a duly executed IRS Form W-9, Request for Taxpayer Identification Number and Certification. Non-U.S. Investors may comply by providing the Partnership with a duly executed IRS Form W-8BEN or other appropriate IRS Form W-8.

Estate Tax

Additionally, each non-U.S. Investor is subject to U.S. estate tax on his or her interest in the Partnership. If at the time of death, the non-U.S. Investor remains a non-U.S. resident under the Internal Revenue Code, a non-U.S. Investor may pass, free of U.S. estate tax, the first $60,000 of U.S. situs assets. The value in excess of this $60,000 exemption will be subject to federal estate tax at a 40% rate. Treaties and various exemptions may reduce or eliminate the estate tax, but no assurance can be made that a treaty or exemption will apply.

The United States charges income and estate tax on all U.S. citizens and permanent residents based on worldwide income. Treaties and various exemptions eliminate some but not all of the risk of double taxation. Each state in the United States has its own separate income tax system. All but four states raise revenue through state income tax. Investors should consider the tax effects of becoming a U.S. resident before investing. Foreign persons (i.e., non-U.S. persons) that become permanent residents of the United States generally are subject to U.S. federal income tax on their worldwide income in the same manner as a U.S. citizen. Prior to making an investment in the Partnership, an investor that is not a U.S. person should consult with his or her non-U.S. tax advisors with regard to the consequences of becoming a lawful permanent resident of the United States.

This Memorandum does not address all of the U.S. federal income tax consequences to the investor of an investment in the Partnership, and does not address any of the state or local tax consequences of such an investment to any investor, or all of the United States or foreign tax consequences of such an investment to any investor that is not a United States person. Each investor is advised to consult his or her own tax counsel as to the U.S. federal income tax consequences of an investment in the Partnership and as to applicable state, local and foreign taxes. Special considerations may apply to investors who are not United States persons and such investors are advised to consult his or her own tax advisors with regard to the United States, state, local and foreign tax consequences of an investment in the Partnership.

It is anticipated that upon the acceptance of an investor's I-526 Petition and the issuance of a temporary resident visa, such investor will automatically become a United States taxpayer (a "resident alien") and not be subject to the tax treatment afforded non-resident persons unless such investor's tax status would change in the future.

State and Local Taxes

Investors should consider the potential state and local tax consequences of an investment in the Partnership. In addition to being taxed in its own state or locality of residence, an investor may be subject to tax return filing obligations and income, franchise and other taxes in jurisdictions in which the Partnership

operates. Investors should consult their tax advisers regarding the state and local tax consequences of an investment in the Partnership.

Disposition of the Interests

There are limitations on the transfer, assignment or disposition of the Interests. Generally, a U.S. Investor will recognize capital gain or loss on the sale, redemption, exchange or other taxable disposition of an interest in the Partnership, excluding amounts attributable to interest (which will be recognized as ordinary interest income) to the extent the U.S. Investor has not previously included the accrued interest income. The deductibility of capital losses may be subject to limitation. The consequences of the limitations will vary depending on the tax situation of each taxpayer. Accordingly, each U.S. Investor should consult their own tax advisors with respect to these limitations.

Any gain from the sale or disposition of the Interests by a non-U.S. Investor will generally be treated as gain or loss effectively connected with a trade or business in the United States and would be subject to federal net income tax. Accordingly, each non-U.S. Investor should consult their own tax advisors prior to the sale or disposition of an Interest in the Partnership.

Possible IRS Challenges; Tax Audits.

Investors should be aware that the IRS may challenge the Partnership's treatment of items of income, gain loss, deduction and credit, or its characterization of the Partnership's transactions, and that any such challenge, if successful, could result in the imposition of additional taxes, penalties and interest charges. The General Partner decides how to report the items on the Partnership's tax returns. In the event the income tax returns of the Partnership are audited by the IRS, the tax treatment of the Partnership's income and deductions generally is determined at the partnership level in a single proceeding rather than by individual audits of the investors. If the IRS audits the Partnership's tax returns, however, an audit of the investor's own tax returns may result. The General Partner, designated as the "Tax Matters Partner," has considerable authority to make decisions affecting the tax treatment and procedural rights of all investors. In addition, the Tax Matters Partner has the authority to bind certain investors to settlement agreements and the right on behalf of all investors to extend the statute of limitations relating to the investors' tax liabilities with respect to Partnership items. The legal and accounting costs incurred in connection with any audit of the Partnership's tax returns will be paid off by the Partnership, but each investor will bear the cost of audits of his or her own return.

Possible Legislative or Other Action Affecting Tax Aspects

The foregoing discussion is only a summary and is based upon existing U.S. federal income tax law. Investors should recognize that the U.S. federal income tax treatment of an investment in Interests may be modified at any time by legislative, judicial or administrative action. Any such changes may have retroactive effect with respect to existing transactions and investments and may modify the statements made above. The rules dealing with U.S. federal income taxation are constantly under review by persons involved in the legislative process and by the IRS and the Treasury Department, resulting in revisions of Treasury Department regulations and revised interpretations of established concepts as well as statutory changes. Revisions in U.S. federal tax laws and interpretations thereof could adversely affect the tax aspects of an investment in the Partnership. There can be no assurance that legislation will not be enacted that has an unfavorable effect on an investor's investment in the Partnership.

TRANSFER RESTRICTIONS

The Offering of the Limited Partnership Interests has not been registered with the Securities and Exchange

Commission pursuant to the Securities Act of 1933 or any applicable state securities laws. the Offering is restricted to a limited number of individuals who are either U.S. citizens, current U.S. lawful permanent residents, or foreign investors resident and living in the United States in valid immigration status, thereby causing Regulation D of the Act to apply in connection with a purchase, or foreign investors without valid immigration status who must represent to the Limited Partnership that they are not resident in the United States at the time of the offer, will not be resident in the United States at the time of the sale, and are not acquiring the Limited Partnership Interest for the benefit of a United States person, as that term is defined in Regulation S. The investor understands that he or she may not offer to sell, or sell, a Limited Partnership Interest unless it is registered under the Securities Act of 1933 and any applicable state securities regulations or an exemption is available from the registration requirements, and that the purchasing investor's wealth or income qualify him or her as a suitable purchaser.

To preserve the exemptions from registration under federal and state securities laws, pursuant to which exemptions purchase of the Limited Partnership Interests are being offered, subsequent sales of the Limited Partnership Interests are restricted to buyers who qualify as "accredited investors," as described in rule 501 of the Securities And Exchange Commission or whose purchase otherwise will not require registration of the Limited Partnership Interests. There are additional matters concerning transfer restrictions under the terms of the Limited Partnership Agreement, and all purchasers should review Article 10 of the said Agreement for specific restrictions. Certificates evidencing the Limited Partnership Interests will bear a legend describing the transfer restrictions.

EXIT STRATEGIES

It is projected that after at least five (5) years of operations an exit strategy will be considered by the General Partner in its sole discretion, whereby individual Limited Partners' Interests may be repurchased over time as conditions warrant. In no event, however, will any funds invested into the Offering and Project, if at all, be used to repurchase Limited Partners' Interests prior to the time that all I-829 petitions filed under the EB-5 program for all qualified investors who have invested into the Partnership have been adjudicated, with any appeals having been decided. The income from operation of the Project is projected to generate sufficient cash flow to enable the Limited Partnership to eventually repurchase Limited Partners' Interests, but other options will be explored as well, including without limitation the subdivision of clean rooms into separate condominium units for sale by the Limited Partnership or the sale of the business operations.

Without limiting the foregoing, no interests of EB-5 investors will be repurchased or otherwise acquired by the Limited Partnership unless such acquisition of investor limited partnership interests complies with the requirements of United States immigration EB-5 laws and regulations.

Each Limited Partner is hereby deemed to acknowledge and agree by their signed Consent to the Limited Partnership Agreement and investment into the Partnership that nothing outlined or discussed in the Offering constitutes a promise or guaranty of the redemption of his interest or the repayment of said Limited Partner's investment, and no right is created in the Offering Memorandum or otherwise, presently or in the future, for a Limited Partner to call or demand repayment from the Limited Partnership or its General Partner on account of investment in the Limited Partnership.

Limited Partners may sustain a capital gain or loss regardless when, how and if any exit strategy is pursued by the General Partner. Nothing in the Offering Memorandum shall be construed as an offer to the investor or an agreement with the investor, made now or to be made in the future, to provide the return of investor capital, in whole or in part, to the investor or the investor's nominee now or at any time in the future.

RISK FACTORS (ALSO SEE IMMIGRATION RISK FACTORS)

The Limited Partnership Interests described in this Offering Memorandum involve a high degree of risk including, but not necessarily limited to, the risks described below. Before subscribing for the Limited Partnership Interests, each Investor should consider carefully the general investment risks enumerated elsewhere in this Offering Memorandum and the following risk factors.

Best Efforts Offering — All interests are offered by the Partnership on a "best efforts" non-minimum basis. There is no assurance that all of the desired capital will be raised through the Offering. The Offering has no minimum amount and the Partnership will utilize proceeds as they are received. As of the date of this Memorandum, the Partnership has had a total of 139 investors invest for a total of $69,500,000 raised.

Capital Resources

The Partnership's liquidity needs to date, if any, have been satisfied by support from AnC Bio VT and other related parties and from funds already raised in this Offering. Management believes that the maximum proceeds of this Offering will generate sufficient capital to conduct the business of the Partnership.

Speculative offering and risk

The Interests offered hereby should be considered only by persons who can afford to sustain a loss of their entire investment. Investors will be required to represent that they are familiar with and understand the terms of this Offering, and that they or their purchaser representatives have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of this investment. Investors should be aware that their investment in the Limited Partnership may be illiquid indefinitely.

Restrictions on Transfers

No Interests may be resold or otherwise disposed of by any investor unless, in the opinion of counsel to the Partnership, registration under the applicable federal or state securities laws is not required or compliance is made with such registration requirements. Restrictions will also arise from the requirements of and compliance with immigration laws and regulations and the Limited Partnership Agreement. For example, no Interests may be resold or otherwise disposed of by an investor unless, in the opinion of immigration counsel to the Partnership, such sale or disposition will not jeopardize the Project's compliance with applicable immigration law or subject other investors to possible loss of immigration benefits. These restrictions may render it difficult or impossible to locate a prospective purchase if and when a limited partner wishes to sell his Limited Partnership Interests.

Absence of Merit Review

Investors are cautioned that these securities have not been registered under the Securities Act and any state review by the securities administrators in some states in which interests may be offered and sold is limited to the form and compliance with certain disclosure requirements. No state authority has reviewed the accuracy or adequacy of the information contained herein nor has any regulatory authority made a merit review of the pricing of this Offering, the percentage of Limited Partnership Interests offered to Investors, or the

compensation paid to officers or directors or other corporations under their control. Therefore, Investors must recognize that they do not have all the protections afforded by securities laws to register or qualify offerings in states with merit reviews, and must therefore judge for themselves the adequacies of the disclosures, the amounts of compensation, the pricing, dilution and fairness of the terms of this Offering without benefit of prior merit review by authorities.

Risks Associated with Forward-Looking Statements Included in this Memorandum

This Memorandum contains certain forward-looking statements regarding the plans and objectives of management for future operations, including plans and objectives relating to the development of the Limited Partnership's business. The forward-looking statements included herein are based on current expectations that involve numerous risks and uncertainties. The Limited Partnership's plans and objectives are based on a successful execution of the Limited Partnership's business strategy and assumptions that the Limited Partnership shall be profitable, that the market for products or services exists or that it shall not change materially or adversely, and that there shall be no unanticipated material adverse change in the Limited Partnership's operations or business. Assumptions relating to the foregoing involve judgments with respect to, among other things, future economic, competitive and market conditions and business decisions (most of which are beyond the control of the Limited Partnership) and are difficult or impossible to predict accurately.

Although the Limited Partnership believes that its assumptions underlying the forward-looking statements are reasonable, any of the assumptions could prove inaccurate. As a result, there can be no assurance that the forward-looking statements included in this Memorandum shall prove to be accurate. In light of the significant uncertainties inherent in the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation by the Limited Partnership or any other entity that the objectives and plans of the Limited Partnership shall be achieved.

Risks Associated With Financial Projections

The financial projection discussion of the Limited Partnership included in this Memorandum is based upon assumptions that the Limited Partnership believes to be reasonable. Such assumptions may, however, be incomplete or inaccurate, and unanticipated events and circumstances may occur. For these reasons, actual results achieved during the periods covered may be materially and adversely different.

Even if the assumptions underlying the Limited Partnership's plans prove to be correct, there can be no assurances that the Limited Partnership shall not incur substantial operating losses in attaining its goals. The Limited Partnership's plans are based on the premise that demand for clean rooms and the development and marketing of AnC Bio VT products shall exist and continue. However, there can be no assurances that the Limited Partnership's objectives shall be realized if any of the assumptions underlying its plans prove to be incorrect.

Investors should be aware that limited independent market studies have been conducted by the Limited Partnership regarding the Limited Partnership's plan. Currently, the Limited Partnership is in the process of obtaining a new independent marketing study. Moreover, the Limited Partnership's independent public accountants have not compiled or examined the projections and accordingly, are unable to express an opinion or give any other form of assurance concerning the projections.

No Registration

The Limited Partnership Interests will not be registered under the Securities Act of 1933 or under any state laws and, in offering the Limited Partnership Interests, the Limited Partnership will rely on one or more exemptions from registration.

Limited Partnership Not Registered Under the Investment Company Act of 1940 and General Partner not Registered under the Investment Advisors Act of 1940.

The Limited Partnership is not presently, and does not intend in the future to become registered as an "investment company" under the Investment Company Act of 1940, as amended. The General Partner is not presently, and does not intend to in the future to become registered as an "investment adviser" under the Investment Advisers Act of 1940, as amended. As a result, many of the investor protections otherwise available under these securities laws are not available to investors in the Limited Partnership.

Risk that offering exemptions are not available.

In making this Offering, the Limited Partnership is relying upon the availability Rule 506 of Regulation D to exempt its offerings from registration under the Securities Act, and to the extent the investor is not resident in the United States at the time he or she is given a copy of the Offering nor at the time of sale of a limited partnership interest to the investor, Regulation S may apply to exempt the Offering from registration under the Securities Act. If the private placement exemptions relied upon are not available to the Limited Partnership and/or its General Partner for any reason, the Limited Partnership and its General Partner may be required to offer to the investors the right to rescind their purchase of the Limited Partnership Interests, which could have a material adverse effect on the Limited Partnership, its business, and its financial condition. There is also no assurance that the Limited Partnership and/or its General Partner would have adequate funds to repay its Limited Partners if rescission were required. The Limited Partnership did not file a Form D with the SEC in connection with sales to existing investors. Any related litigation with the Securities and Exchange Commission or other state, federal or local agencies or parties would also have a material adverse impact on the Limited Partnership.

SEC Review and Inquiry and DFR Review

The SEC is conducting a review of all Jay Peak EB-5 Projects and other related EB-5 Projects, including this Project. In connection with its review of this Offering, the SEC has interviewed the principals of the Project Sponsor, and periodically communicates through counsel with additional questions and requests for additional documents. The Project Sponsor has provided financial information as requested by the SEC and will continue to provide information on the status of the Project as it is constructed if so requested. The Project Sponsor does not know if any further action may be required by or taken by the SEC. The Vermont Department of Financial Regulation ("DFR") has taken over certain responsibilities from ACCD in running the Vermont Regional Center, including ensuring that all immigration and securities laws are being complied with and conducting a financial review of all EB-5 projects within the Vermont Regional Center.

Escrow Account and Escrow Agreement

Proceeds from investors who have entered into subscription agreements after the date of this Amended and Restated Memorandum will be held in an Escrow Account until I-526 approval by the USCIS, on an investor by investor basis. The Limited Partnership has established an Escrow Account with People's United Bank to hold investor funds received after the date of this Amended and Restated Memorandum.

Lack of Market Liquidity

There is no public market for the sale and purchase of the Limited Partnership Interests. These interests are not readily transferable. There are restrictions on the sale of the Limited Partnership Interests. There may be no market for resale of these Limited Partnership Interests. There can be no assurances that a purchaser can be found if and when an owner wishes to sell his interest. A purchaser may never be able to liquidate his investment in the Limited Partnership.

Rights in a Limited Partnership

The Limited Partnership is a limited partnership created pursuant to Vermont law. The rights of limited partners in a limited partnership differ materially from the rights of partners in a general partnership or shareholders in corporations.

The Partnership's investment in the Project will be subject to the risks related to, and forming a part of, the ownership. These include but are not limited to uncertainty of cash flow to meet fixed obligations, adverse changes in general, national or local economic conditions, changes in governmental rules and or fiscal policies, adverse economic conditions, adverse changes in interest rates and taxes, reduction in the cost of operating competing businesses and products, relative appeal of competing businesses and products, changes in legislation, reduced or no demand for AnC Bio Products, and other factors referenced elsewhere within the risk factors, many if not all of which are beyond the control of the Limited Partnership and the General Partner.

The General Partner of the Limited Partnership will have certain powers and rights not granted to the owners of the Limited Partnership Interests. For a complete understanding of the rights of a Limited Partner, review the Limited Partnership Agreement attached as an Exhibit to this Memorandum.

No Rights to Distributions

Whether the Limited Partnership can make distributions to the Limited Partners is dependent on market conditions, demand for the AnC Bio Products, operating costs, Partnership expenses, the Joint Venture Agreement, and numerous other factors which affect the General Partner's determination whether or to what extent distributions should be made to Limited Partners.

The General Partner or its designee will provide the management for the Project on behalf of the Limited Partnership. If AnC Bio Vermont GP Services LLC elects to cease being the General Partner, it may be difficult to find a replacement.

Insurance

Certain risks related to the Project may not be insurable such as, but not limited to, terrorism and acts of god. If an uninsurable loss occurs the Partnership could suffer loss of capital and profits.

Real Estate Development and Permits

The Project involves real estate development in Newport, Vermont, USA. There may be delays in entering into satisfactory real estate arrangements, obtaining permits, in construction timetables due to adverse

weather conditions or otherwise, either within or beyond the control of the General Partner. Any delays may affect the ability of the Project to generate cash flow or may increase costs and reduce projected rate of return. As of the date of this Memorandum, the Project has experienced delays in obtaining its permits, but an Act 250 Permit has now been issued and AnC Bio VT and the Limited Partnership propose to commence construction of the Facility as soon as possible in late 2014. In addition, AnC Bio VT has entered into various construction and engineering contracts in connection with commencing construction, including the construction management services agreement with North East Contract Services, LLC and for general contractor services with PeakCM, LLC.

The economy of the State of Vermont, of the United States generally, demographic changes, interest rates, tax changes, the success of producing and marketing products from the Project, the success in securing third parties to operate clean rooms at the facility, and many other factors will determine the future value of the Project assets. There is no assurance that the Project assets will hold or increase in value. Investment in the Limited Partnership Interests will be subject to the risks generally incident to ownership of real property, including, but not limited to uncertainty of cash flow to meet fixed and other obligations; adverse changes in local employment conditions, interest rates and real estate tax rates; changes in fiscal policies; and uninsured losses and other risks that are beyond the control of the Limited Partnership and the General Partner. There can be no assurance of profitable operations because the cost of owning real estate assets may exceed the income produced, particularly since certain expenses related to real estate and its development and ownership, such as property taxes, utility costs, maintenance costs and insurance, tend to increase over time and are largely beyond the control of the owner.

Investments in Real Estate Development Projects

A decision to invest in land or buildings for development will be made based upon certain assumptions about the cost of development, time periods for completion of various phases of development, and the market value of the developed product. Building construction or site development entails risk related to materials and labor cost increases, work stoppages or delays, regulatory delays, failure of performance or defective materials or workmanship by contractors and suppliers, unforeseen weather and unforeseen land conditions. Such risks can be mitigated to some extent by obtaining performance bonds, construction and development guaranties, letters of credit and/or liens on assets under construction. No assurance can be given, however, that any of the foregoing will be obtained or, if obtained, will be adequate to cover any loss resulting from any such risks.

Investments in Industrial Assets

Investments in industrial or other commercial office properties involve certain risks in addition to those which exist for real estate properties generally (including certain environmental risks). The financial failure and resulting lease default of a tenant which occupies a material amount of space in the clean rooms would cause a reduction in the cash flow to the Limited Partnership. Moreover, such reduction could have the effect of decreasing the value of the property. In the event of such a termination, there can be no assurance that the Limited Partnership would be able to find a replacement tenant to occupy the space on similar terms. The clean rooms in the building may also be subject to obsolescence as trends, styles, and technologies change, thereby requiring significant infusions of capital to remain competitive and viable in the marketplace.

Dependence on Key Personnel

The Joint Venturer, Joint Venture Entity, General Partner and Limited Partnership will rely on the active participation of William Stenger and Ariel Quiros. The loss of said individuals' services could create a significant adverse effect on the Limited Partnership.

Affiliated Ownership

Ariel Quiros and William Stenger are the owners of the General Partner, which has control over the management of the Limited Partnership. Additionally, Ariel Quiros and William Stenger are the owners of AnC Bio Vermont LLC, which is the Project Sponsor and whose subsidiary it plans on forming, AnC Bio USA, LLC or similar named entity, will be the joint venturer with the Limited Partnership. As a result of the affiliated ownership of AnC Bio Vermont LLC and the General Partner of the Limited Partnership, such persons shall have a significant influence on the affairs and management of the Limited Partnership, including causing it to enter into transactions with affiliated entities.

Industry Regulation with respect to AnC Bio Products

AnC Bio Products will be subject to rigorous regulation by the US Food and Drug Administration (FDA) and numerous international, supranational, federal, and state authorities. The process of obtaining regulatory approvals to manufacture, distribute and market artificial organs, cell based therapy medicine and certain medical devices can be costly and time-consuming, and approvals might not be granted on a timely basis, if at all. Delays in the receipt of, or failure to obtain approvals for AnC Bio Products could result in delayed realization of product revenues, reduction in revenues, and in substantial additional costs. In addition, no assurance can be given that AnC Bio will remain in compliance with applicable FDA and other regulatory requirements once approval or marketing authorization has been obtained for a product. These requirements include, among other things, regulations regarding manufacturing practices, product labeling, and advertising and postmarketing reporting, including adverse event reports and field alerts due to manufacturing quality concerns. The Project Facility will be subject to ongoing regulation, including periodic inspection by the FDA and other regulatory authorities. The Limited Partnership and/or AnC Bio will be required to incur expense and spend time and effort to ensure compliance with these complex regulations.

The industry for the AnC Bio Products is subject to various international, supranational, federal, and state laws and regulations pertaining to government benefit program reimbursement, price reporting and regulation, and health care fraud and abuse, including anti-kickback and false claims laws, and international and individual state laws relating to pricing and sales and marketing practices. Violations of these laws may be punishable by criminal and/or civil sanctions, including, in some instances, substantial fines, imprisonment, and exclusion from participation in government health care programs, including Medicare, Medicaid, and Veterans Administration health programs in the US. These laws and regulations are broad in scope and they are subject to evolving interpretations, which could require AnC Bio or the Limited Partnership to incur substantial costs associated with compliance or to alter one or more of the sales or marketing practices. In addition, violations of these laws, or allegations of such violations, could disrupt the business and result in a material adverse effect on the Limited Partnership's revenues, profitability, and financial condition.

The Joint Venture Entity will be subject to the US Foreign Corrupt Practices Act and similar anti-corruption laws in other jurisdictions. These laws generally prohibit companies and their intermediaries from engaging in bribery or making other prohibited payments to government officials for the purpose of obtaining or retaining business, and some have record keeping requirements. The failure to comply with these laws could result in substantial criminal and/or monetary penalties.

Competition and the Successful Development and Commercialization of New Products

The Joint Venture Entity will be required to commit substantial efforts, funds, and other resources to research

and development. A high rate of failure is inherent in the research and development of new products and technologies. The Joint Venture Entity will be required to make ongoing substantial expenditures without any assurance that its efforts will be commercially successful. Failure can occur at any point in the process, including after significant funds have been invested. Even if the Joint Venture Entity successfully develops its products, they may be quickly rendered obsolete by changing customer preferences, changing industry standards, or competitors' innovations. Neither the Limited Partnership nor the Joint Venture Entity can state with any certainty when or whether any of the AnC Bio Products under development will be launched or commercially successful.

The Joint Venture Entity will compete with a large number of multinational biotechnology companies. To compete successfully, it must continue to deliver to the market innovative, cost-effective products that meet important medical needs.

Product development is very expensive and involves a high degree of risk. Only a small number of research and development programs result in the commercialization of a product.

Intellectual Property Issues

The success of the Joint Venture Entity will require relying on patent and trademark and other intellectual property protection obtained pursuant the Technology License Agreement, as amended and the Master Distribution Agreement, as amended from AnC Bio Pharm. Although most of the challenges to the Joint Venture Entity's intellectual property would likely come from other businesses, governments may also challenge intellectual property protections. To the extent the Joint Venture Entity's intellectual property is successfully challenged, invalidated, or circumvented or to the extent it does not allow the Joint Venture Entity to compete effectively, the Limited Partnership will suffer. To the extent that countries do not enforce the Joint Venture Entity intellectual property rights that have been licensed to AnC Bio VT or to the extent that countries require compulsory licensing of its intellectual property, future revenues and operating income will be reduced.

The Joint Venture Entity's success depends in part on its ability to obtain and defend patent rights and other intellectual property rights that are important to the commercialization of its products and product candidates. The patent positions of biotechnology companies can be highly uncertain and often involve complex legal, scientific and factual questions. Third parties may challenge, invalidate or circumvent the patents and patent applications relating to its products, product candidates and technologies.

There is considerable uncertainty within the industry about the validity, scope and enforceability of many issued patents in the US and elsewhere in the world, and, to date, the law and practice remains in substantial flux both in the agencies that grant patents and in the courts. The Joint Venture Entity cannot currently determine the ultimate scope and validity of patents which may be granted to them in the future or which patents might be asserted to be infringed by the manufacture, use and sale of AnC Bio Products, services or technologies.

AnC Bio VT has obtained rights to various patents and patent applications under licenses from AnC Bio Pharm. The ultimate degree of patent protection that will be afforded to biotechnology products and processes, including AnC Bio VT's, in the US and in other important markets remains uncertain and is dependent upon the scope of protection decided upon by the patent offices, courts and lawmakers in these countries.

Biologics are susceptible to competition from biosimilars in many markets. The legal and regulatory pathways leading to approval of biosimilars vary widely from country to country and in some cases are not well defined. Manufacturers of biosimilars may choose to launch or attempt to launch their products before the expiration of patent or regulatory data or market protection and to concurrently challenge the patent and regulatory

protections covering our products. Biosimilars are likely to be sold at substantially lower prices than branded products because the biosimilar manufacturer would not have to recoup the research and development and marketing costs associated with the branded product.

Manufacturing and Distribution

Manufacturing biologic human therapeutic products is difficult, complex and highly regulated. AnC Bio's ability to adequately and timely manufacture and supply its products is dependent on the uninterrupted and efficient operation of the Project Facility, which may be impacted by: i) availability or contamination of raw materials, components and equipment used in the manufacturing process, particularly those for which AnC Bio has no other source or supplier, ii) capacity of the Project facility, iii) contamination by microorganisms or viruses, iv) natural or other disasters, including hurricanes, earthquakes, volcanoes or fires, v) labor disputes or shortages, including the effects of a pandemic flu outbreak, natural disaster, or otherwise, vi) degree of compliance with regulatory requirements, vii) changes in forecasts of future demand, ix) timing and actual number of production runs, x) updating of manufacturing specifications, xi) production success rates and yields and xiii) timing and outcome of product quality testing.

Product Safety and Efficacy Issues

Medical devices are perceived to be dangerous products and customers may have a number of concerns about the safety of AnC Bio's Products whether or not such concerns have a basis in generally accepted science or peer-reviewed scientific research. These concerns may be increased by negative publicity, even if the publicity is inaccurate.

Unexpected safety or efficacy concerns can arise with respect to marketed products, whether or not scientifically justified, leading to product recalls, withdrawals, or declining sales, as well as product liability, consumer fraud and/or other claims, including potential civil or criminal governmental actions.

Product Liability and Insurance

The testing, manufacturing, marketing and use of AnC Bio's Products may involve substantial risk of product liability claims. These claims may be made directly by consumers, healthcare providers, pharmaceutical companies or others. In recent years, coverage and availability of cost-effective product liability insurance has decreased, so AnC Bio may be unable to maintain sufficient coverage for product liabilities that may arise. In addition, the cost to defend lawsuits or pay damages for product liability claims may exceed its coverage. If AnC Bio is unable to maintain adequate coverage or if claims exceed its coverage, AnC Bio's financial condition and its ability to market its products will be adversely impacted. In addition, negative publicity associated with any claims, regardless of their merit, may decrease the future demand for AnC Bio Products and impair its financial condition.

Financial Statements

The Limited Partnership is a startup business that does not have an operating history.

The Limited Partnership has no prepared audited financial statements and all of the financial information contained in the Business Plan are projections.

Independent Counsel

No independent counsel has been retained to represent the interests of the Limited Partners. Each prospective purchaser should consult with his own counsel as to the terms of the Partnership Agreement and exhibits thereto, and their financial and tax advisers as to the Business Plan and exhibits thereto.

Business Agreements

Certain of the business and operational agreements referenced in the Offering Memorandum have not been executed yet and the Project is dependent on these agreements being negotiated, executed and performed under. This includes without limitation, the Joint Venture Agreement.

TAX RISKS

PURSUANT TO INTERNAL REVENUE SERVICE CIRCULAR NO. 230, BE ADVISED THAT ANY FEDERAL TAX ADVICE IN THIS COMMUNICATION, INCLUDING ANY ATTACHMENTS OR ENCLOSURES, WAS NOT INTENDED OR WRITTEN TO BE USED, AND IT CANNOT BE USED BY ANY PERSON FOR THE PURPOSE OF AVOIDING ANY INTERNAL REVENUE CODE PENALTIES THAT MAY BE IMPOSED ON SUCH PERSON. EACH PROSPECTIVE INVESTOR SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES (INCLUDING U.S. FEDERAL, STATE AND LOCAL TAX CONSEQUENCES AND NON-U.S. TAX CONSEQUENCES) OF AN INVESTMENT IN THE PARTNERSHIP. UNLESS WAIVED BY THE GENERAL PARTNER IN ITS SOLE DISCRETION, INTERESTS IN THE PARTNERSHIP ARE ONLY BEING SOLD TO ACCREDITED INVESTORS WHO HAVE REPRESENTED THAT THEY ARE RELYING, IF AT ALL, SOLELY UPON THE ADVICE OF THEIR OWN ADVISORS WITH RESPECT TO LEGAL, IMMIGRATION, TAX, BUSINESS, FINANCIAL AND OTHER ASPECTS OF AN INVESTMENT IN THE PARTNERSHIP.

There are various U.S. federal and state income tax risks associated with an investment in the Interests. Some, but not all, of the various risks associated with the federal income tax aspects of the Offering of which prospective Investors should be aware are set forth below. The effect of certain tax consequences on an investor will depend, in part, on other items in the investor's tax return. No attempt is made herein to discuss or evaluate the state or local tax effects on any investor. Each investor is urged to consult the investor's own tax advisor concerning the effects of federal, state and local income tax laws on an investment in the Interests and on the investor's individual tax situation. Neither the General Partner nor its affiliates nor counsel for AnC Bio, the Joint Venturer, the Joint Venture Entity or the Partnership has provided any tax (or other legal) advice to any holder of Interests or prospective Investors. The following discussion is not tax advice. This summary does not discuss the impact of various proposals to amend the Internal Revenue Code, which could change certain of the tax consequences of an investment in the Partnership.

1. <u>There are Risks Related to the Status of the Partnership for Federal and State Income Tax Purposes.</u> The Partnership has been organized as a limited partnership under the laws of the State of Vermont. The Partnership will not apply for a ruling from the Internal Revenue Service (the "IRS") that it will be treated as a partnership for federal income tax purposes, but intends to file its tax returns as a partnership for federal and state income tax purposes. Investors should recognize that many of the advantages and economic benefits of an investment in the Interests depend upon the classification of the Partnership as a partnership (rather than as an association taxable as a corporation) for federal income tax purposes. A change in this classification would require the Partnership to pay a corporate level tax on its income which would reduce cash available to fund distributions to investors, prevent the flow-through of tax benefits, if any, for use on investors' personal tax returns, and could require that distributions be treated as dividends, which together could materially reduce the yield from an investment in the Partnership. In addition, such a change in the Partnership's tax status during the life of the Partnership could be treated by the IRS as a taxable event, in which event the investors could have tax liability without receiving a cash distribution from the Partnership to enable them to pay such tax liability. The discussion herein assumes that the Partnership will at all times be treated as a partnership

for federal income tax purposes. The continued treatment of the Partnership as a partnership is dependent on present law and regulations, which are subject to change, although there is no current legislation in existence or presently contemplated that would otherwise affect the Partnership's classification as a partnership for U.S. federal and state income tax purposes.

2. Investors may have Possible Federal and State Income Tax Liability In Excess of Cash Distributions. Each investor will be taxed on the investor's allocable share of the Partnership's taxable income, regardless of whether the Partnership distributes cash to investors. Investors should be aware that although the Partnership will use its best efforts to make distributions in an amount necessary to pay income tax at the highest effective individual income tax rate on the Partnership's taxable income, the federal and state income tax on an investor's allocable share of the Partnership's taxable income may exceed distributions to such investor. An investor's allocable share of the Partnership's cash distributions is subject to federal income taxation only to the extent the amount of such distribution exceeds an investor's tax basis in its Interests at the time of the distribution. Additionally, distributions that exceed the amount for which an investor is considered "at-risk" with respect to the activity could cause a recapture of previous losses, if any. There is a risk that an investor may not have sufficient basis or amounts "at-risk" to prevent allocated amounts from being taxable. The deductibility of various Partnership expenses allocable to certain investors may be subject to various limits for U.S. federal income tax purposes. It is possible that losses of the Partnership or of a particular activity of the Partnership could exceed income in a given year. Any such losses may be passive losses, which may subject investors to limits on deductions for losses. Additionally, the deductibility of capital losses are also subject to limitations. Investors should consult their own tax advisers regarding potential limitations on the deductibility of their allocable share of items of losses and expenses of the Partnership. Each investorwill be required to report on his or her own U.S. federal income tax return his or her share of the Partnership's income, gains, losses, deductions and credits for the taxable year of the investor, whether or not cash or other property is distributed to that investor.

3. Information Reporting to Limited Partners by the Partnership. The Partnership will file an information return on IRS Form 1065 and will provide information on Schedule K-1 to each Limited Partner following the close of the Partnership's taxable year. Delivery of this information by the Partnership will be subject to delay in the event of the late receipt of any necessary tax information from an entity in which the Partnership holds an interest. It is therefore possible that, in any taxable year, Limited Partners will need to apply for extensions of time to file their tax returns.

4. Tax Auditing Procedures will be under Control of the General Partner. Any audit of items of income, gain, loss or credits of the Partnership will be administered at the Partnership level. The decisions made by the General Partner with respect to such matters will be made in good faith consistent with the General Partner's fiduciary duties to both the Partnership and to the investors, but may have an adverse affect upon the tax liabilities of the investors.

5. Changes in Federal and State Income Tax Laws and Policies may Adversely Affect Investors. There can be no assurance that U.S. federal and state income tax laws and IRS administrative policies respecting the income tax consequences described in this Memorandum will not be changed in a manner which adversely affects the interests of investors.

6. **Tax Impact of Sale of Limited Partnership Interest.** An investor may suffer adverse tax consequences in the event of a sale of his Limited Partnership Interest.

IN VIEW OF THE FOREGOING, IT IS ABSOLUTELY NECESSARY THAT EACH AND EVERY PROSPECTIVE INVESTOR CONSULT WITH THE INVESTOR'S OWN ATTORNEYS, ACCOUNTANTS AND OTHER PROFESSIONAL ADVISORS AS TO THE LEGAL, TAX, ACCOUNTING AND OTHER CONSEQUENCES OF AN INVESTMENT IN THE INTERESTS.

U.S. IMMIGRATION OVERVIEW FOR EB-5, ALIEN ENTREPRENEUR INVESTORS

The immigration information provided in this Offering Memorandum is not intended to be, should not be considered as and is not legal advice to the foreign investor. Each foreign investor must consult independent immigration counsel regarding U.S. immigration law implications, strategies, admonitions, benefits, if any, and all other immigration-related issues regarding the investor and the investor's qualifying family members.

EB-5 OVERVIEW

The EB-5, employment-based visa preference, is intended to encourage the flow of capital into the U.S. economy and to promote employment of U.S. workers. To accomplish these goals and so that foreign investors may obtain immigration benefits for having made an investment, the Program mandates the minimum capital that foreign investors must contribute and it mandates that 10 full-time employment positions be created on account of each investment. In addition to the return that investors hope to achieve on their investment, foreign investors and their qualifying family members are offered the prospect of lawful permanent residence in the United States, provided they satisfy the requirements of the EB-5 Program.

The Project has been structured in an effort to assist investors to meet the requirements of the EB-5 Program under the act and qualify via investment in this Project to become eligible for admission to the United States of America as lawful permanent residents with the investor's qualifying family members, although there is no assurance that this result will be obtained.

The Project expects to qualify under separate provisions in the law that permit: (1) a reduced investment, relying upon the presence of the principal place of business of the EB-5 enterprise within a Targeted Employment Area (TEA); and, (2) reliance, in whole or in part, upon indirect creation of employment positions, a privilege granted to EB-5 projects that are within and affiliated with an approved Regional Center, in this instance, the Vermont Regional Center authorized by the act under a Pilot Program. *(see Immigration Risk Factors)* Qualification of the Project structure and compliance with the law is determined by the USCIS,

as part of its review of investor immigration petitions.

The discussion of immigration matters below reflects the Limited Partnership's current understanding of EB-5, alien entrepreneur law, regulations and EB-5 Program guidance from USCIS concerning its practices as of the date of this Offering Memorandum. The EB-5 alien entrepreneur law, regulations and USCIS practices, indeed the entire EB-5 Program may be altered in the future by amendments to the law, regulations and practice guidelines from USCIS with no advance notice to EB-5 projects or investors. In the event of such changes, the investor and the Project will be required to comply with such future alterations. (See, *Risk Factors, General and No Regulations Regarding Removal Of Conditions*).

FOR EB-5 INVESTORS

Foreign investors are specifically directed to review certain important matters listed hereunder and in the immigration risk factors.

Legal counsel: the investor will require the services of independent legal counsel for U.S. immigration law due diligence, advice, preparation and filing of petitions and all other U.S. immigration matters. If the investor chooses to hire the same law firm that advised AnC Bio VT on this Offering for his or her immigration services, the investor acknowledges by his or her subscription to this Offering that said law firm will not and cannot advise the investor on any business matters or due diligence relating to the investor's decision to invest into the Partnership, but only will advise the investor on immigration issues germane to the investor's investment into the Partnership. The investor is responsible for payment of all legal fees and costs, including USCIS application fees, incurred in connection with the receipt of such legal services.

Filing the immigrant petitions: the Limited Partnership, the General Partner and AnC Bio VT shall use their reasonable best efforts to assist the foreign investors' legal counsel with the filing of investors' I-526 and I-829 petitions, and verifying required direct and indirect employment, until removal of such investors' conditional permanent residency.

In the event an investor's I-526 petition is denied at any time, the investor's rights are limited solely to the return of the investor's $500,000 capital contribution from the Partnership within ninety (90) days of written request therefore to the General Partner. In such case the administration fee will be kept by AnC Bio VT to partially compensate it for its costs incurred to date to develop the Project and prepare and distribute the Offering Memorandum.

Upon subscribing to this Offering and becoming a Limited Partner it is the sole responsibility of the foreign investor to file the I-526 petition expeditiously (as to Chinese nationals, this may have significant impacts on achieving US immigration benefits; consultation with experienced US immigration counsel is imperative) and within one hundred twenty (120) days of subscribing, and thereafter to file expeditiously applications for lawful permanent residence and the I-829, petition by entrepreneur to remove conditions. It is the further, sole obligation of the Limited Partner to notify the General Partner at least 90 (ninety) days prior to the due date of filing their I-829 petition to afford the General Partner adequate time to provide documentation in support of the petition. The General Partner shall not be liable in any manner, cost, or for any other liability for the failure of a Limited Partner to provide timely the filing due date of the I-829 petition filing. If, in the sole opinion of the General Partner, the investor's delayed filing or failure to file any immigration-related petition or application will result or has resulted in the inability of the Project to conduct its business in a timely fashion, the General Partner may terminate the investor's Limited Partnership Interest and participation in the Project. In addition, in the event of insufficient job creation to support EB-5 benefits for all foreign investors who are Limited Partners in the Partnership, jobs will be allocated to investors in the order in which they have filed

their I-829 petitions. There is no refund of the capital contribution of $500,000 or the administration fee of $50,000 for failure of the foreign investor to file or file timely the I-526 petition.

Administrative and other costs borne by the investor cannot be paid from the sum invested by the EB-5 investor. In this Project, $50,000.00 administrative fees are payable by each investor to AnC Bio VT, in addition to the required $500,000 minimum investment into the Project.

If the Regional Center Pilot Program lapses, for each investor whose I-526 case is filed with USCIS prior to that date and not yet adjudicated, their $500,000 capital contribution shall remain invested in the Partnership provided:

1. The Regional Center Pilot Program is reauthorized retroactively or is pending reauthorization within a twelve month period following its lapse, and the investor's I-526 petition is in due course adjudicated;

   or

2. Legislation is enacted or pending providing substantially similar immigration benefits to investors as under the lapsed Regional Center Pilot Program and EB-5 Program within a twelve month period following the Regional Center Pilot Program's lapse, and the investor's I-526 petition is in due course adjudicated.

If neither of the events described under 1 and 2 occur, the investor at his option may either remain invested in the Project, or request in writing a refund of the capital contribution of $500,000. Upon receipt of a request of refund to the General Partner, the capital contribution will be refunded by the Limited Partnership within a period of 90 days from receipt of such request and the investor's interest in the Limited Partnership shall automatically be terminated and the investor shall no longer have any of the rights and benefits of ownership of an interest or any right to participate in any manner whatsoever in the affairs of the Partnership. The investor's rights are limited solely to the return of their capital contribution of $500,000.

AMOUNT OF INVESTMENT: A TARGETED EMPLOYMENT AREA

The EB-5 Program requires a minimum investment of $1,000,000 USD to be invested by an investor. However, for the Project, this sum may be reduced to $500,000 USD because the investment is situated in a targeted employment area (TEA). TEA's must meet one of two criteria, the first, concerning population, and the second, concerning high rates of unemployment in towns whose population equals or exceeds 20,000.

The first criterion, concerning population, is the relevant criteria for this Project, as it states that if an investment is made in a town or city whose population is less than 20,000, and the town or city is not within a metropolitan statistical area (MSA) as designated by the U.S. Office Of Management And Budget, the investment is deemed to have been made in a TEA. The Project believes it complies with this criteria because it relies on the fact that it is situated in Newport, Vermont, a city whose population was 5,005 according to the 2000 census and whose population is estimated by the U.S. census bureau to have decreased to 4,589 as of 2010, (see Economic Development Research Group analysis incorporated into Business Plan) based upon the most recently reported data from this agency believed to be published.

The second criterion is not relevant to the Project because the city of Newport's population does not equal or exceed 20,000 and the city of Newport is not situated in a metropolitan statistical area.

COUNTING EMPLOYMENT POSITIONS CREATED

To qualify as an EB-5 investor, each investor must demonstrate that 10 full-time, year-around employment positions will be created on account of the investment.

These employment positions must be for U.S. citizens, lawful permanent residents and other immigrants lawfully authorized to be employed in the United States. Non-immigrant (temporary) workers are not included in the count. Also excluded are the investor, the investor's spouse and the investor's children.

A full-time employment position (including one position shared by more than one employee) means one that requires at least 35 hours each week to fulfill.

An employment position is deemed created when the worker is remunerated on the payroll of the new enterprise. Independent contractors are excluded from the direct employment position creation count.

An exception to the requirement of payment or other remuneration coming directly from the new enterprise is made if the enterprise is located within and affiliated with a Regional Center created under a Pilot Program first enacted in 1993. The entire State of Vermont is such a Regional Center. An investor in an enterprise, such as this Project, established in Vermont, is permitted to demonstrate that some, possibly all, of the employment positions created on account of the investment in the enterprise will be indirect employment positions, i.e., not on the payroll of the new commercial enterprise. It is incumbent upon the investor to show how many employment positions are expected to be created indirectly by reliance upon reasonable methodologies such as multiplier tables, feasibility studies, analyses of foreign and domestic markets for the goods or services to be exported, and other economically or statistically valid forecasting devices which indicate the likelihood that the business will result in increased employment. USCIS review of methodologies and underlying data used to determine indirect employment creation is becoming increasingly detailed, leading to an increase in the number of Requests for Evidence (RFE) issued by USCIS; and, the agency is increasingly demanding highly detailed business plans and market analyses regarding job-creation assertions by EB-5 project developers.

All such full time equivalent employment positions expected to be created will be applied only to foreign investors who seek to utilize this investment for immigration purposes under the Program, not to any investors in the Project who are not relying on the Program.

THE STATE OF VERMONT - A REGIONAL CENTER

The U.S. Congress created a pilot program, rescheduled to sunset on September 30, 2015, that provides for the authorization of regional centers by the U.S. Department of Justice, Immigration and Naturalization Service (n/k/a USCIS). Enterprises located within and affiliated with a Regional Center are not required to employ ten (10) workers for each EB-5 qualifying investment. It suffices if the investor demonstrates that at least ten (10) qualifying employment positions will be created directly or indirectly on account of the investment.

In June 1997, the State of Vermont, Agency of Commerce and Community Development (ACCD), was granted a designation as an approved Regional Center under this pilot program. An investment in a

commercial enterprise situated within and affiliated with the Regional Center, the State of Vermont, that fosters economic expansion through increased exports, greater regional productivity, employment creation or additional domestic capital investment, qualifies for the broader view of employment creation.

The Project has conducted an economic impact assessment to determine the number of employment positions expected to be created as a result of two hundred twenty (220) foreign investors each contributing $500,000 US to the Program. This analysis was conducted using the so-called _IMPLAN methodology.

The current analysis focused on this Project, specifically, as a source of employment creation, so that it is more specific than the analysis that supported the original Regional Center designation for the greater State of Vermont. This analysis demonstrates that the combined project development and business activities carried on by the Limited Partnership is expected to create greater than 3,000 indirect jobs, primarily within the Vermont Regional Center and Northeastern United States, over the development phase and first few years of the operations phase in the Project. These projected employment positions are in excess of the 2,200 employment positions required under EB-5 law and regulations if all 220 Limited Partnership Interests are sold to foreign investors using the EB-5 Program. See the comment on expiration of Regional Center Pilot Program at page 35. *(see Risk Factors)*

THE I-526 PETITION PROCESS

For investors seeking lawful permanent residence, the first step in the process is to file an I-526 Petition for Alien Entrepreneur, together with accompanying evidence in support of the Program's requirements. USCIS adjudicates I-526 petitions by reviewing these criteria, among others:

New commercial enterprise: there must be evidence that shows in most instances that the enterprise is new and authorized to transact business.

Investment capital: the petition must be supported by evidence that the petitioner has invested the minimum required capital. USCIS expects these funds to be "at risk", connoting an irrevocable commitment to the enterprise. The funds must be used by the enterprise exclusively to create employment. Funds used to pay administrative costs or other obligations undertaken to promote the investment, to create reserve accounts or for any purpose that does not lead to the creation of employment by the enterprise are not deemed "at risk". Any commitment by the EB-5 enterprise to the investor that is deemed to transform the relationship from an investment to a debt arrangement (for example, a promise to pay a fixed rate of return or to repay some or all of the investment on a date certain or to repay some or all of the investment irrespective of the financial performance of the Project) will disqualify the invested funds from being deemed "at risk". Funds that are not deemed "at risk" will not be counted towards the minimum sum required to be invested, possibly resulting in the denial of the I-526 petition and the disqualification of the Project to support all EB-5 investor petitions.

Source of capital: evidence must support the investor's legal acquisition of capital. In support of the I-526 petition, an investor should expect to provide detailed records demonstrating the personal and business financial transactions through which the investor acquired the invested funds, and managed those funds during the entire period of ownership by the investor and demonstrating the transactions by which the funds were transferred by the investor into the EB-5 project. Where countries require by law the filing of annual individual and business tax returns the investor should also expect to provide at least the last five (5) years tax returns in certain instances. When, for example, the investor acquires investment funds as a gift, or in the case of the investor taking loans from individuals or some entities to acquire the investment funds, the donor or the lender, as the case may be, will be expected to provide financial records of comparable detail establishing

that the funds were lawfully acquired. Funds earned or obtained in the United States while the investor was in unlawful immigration status are not deemed by USCIS to be lawfully acquired. If USCIS is not satisfied that the invested funds were acquired by the investor lawfully, such funds will not be counted towards the mandatory investment sum, potentially causing the I-526 petition to fail. Investment in an EB-5 project is not appropriate for those who are unable or unwilling to provide all financial records that USCIS may require to demonstrate that invested funds have been lawfully acquired by the investor.

Managerial role: the investor is expected to participate in the management of the new commercial enterprise by assisting in the formulation of the enterprise's business policy, by participating in one or more of the activities permitted in section 3423(b) of the Vermont Revised Uniform Limited Partnership Act ("VRULPA"), and as otherwise set forth in the Limited Partnership Agreement. The Limited Partnership Agreement provides that this management role consists, in part, of the right to replace the General Partner under certain circumstances. Limited partner investors in an EB-5 enterprise must have all the rights and duties usually accorded to limited partners by the Uniform Limited Partnership Act (ULPA), as adopted in Vermont as VRULPA. The Limited Partnership Agreement presented by the Project, in its view, provides such rights and duties to the limited partners. The investor is advised to seek competent counsel to review the Limited Partnership Agreement compliance with both VRULPA and immigration law requirements. (see Risk Factors, Active Participation In Limited Partnership Business).

THE I-526 PETITION APPROVAL

The I-526 Petition by Alien Entrepreneur will be approved only if USCIS is satisfied that the all statutory criteria have been met. The determination of whether these criteria have been established is within the discretion of USCIS. It is also within the power, if not the discretionary authority, of USCIS to seek information about other aspects of the investment and the relationship of the investor to the enterprise.

The EB-5 Alien Entrepreneur law, regulations and EB-5 Program have been altered in the past, and may be altered in the future, by amendments to the law, regulations and practice guidelines from USCIS and by the announcement by USCIS of new policy, rules and procedures in RFEs, Notices of Intent to Deny (NOID) and Denials of petitions. In the event of such future changes, the investor will be required to comply with such future alterations, which are frequently applied retroactively by USCIS, making compliance by the Project or the investors difficult or impossible. If such future changes occur and they alter the current I-526 petition procedures, the investor will be expected to comply with any such alterations. *See Risk Factors, Risks Attendant To EB-5 Status).*

In the event that USCIS denies the I-526 petition, the investor may not proceed with the next step in the immigration process, consular processing or adjustment of status. Instead, the investor must decide whether to appeal the denial of the I-526 petition, revise and re-file the I-526 petition or abandon the prospect of obtaining Lawful Permanent Resident Status through investment in the Project.

CONSULAR PROCESSING OR ADJUSTMENT OF STATUS

Approval of the I-526 petition means that the alien and the alien's spouse and children under the age of 21 years may apply for admission as Conditional Lawful Permanent Residents (CLPR). Approval of the I-526 petition does not mean that the investor has been granted admission to the United States as a lawful permanent resident. Approval of an I-526 means that the investment documented by the I-526 petition has, as of the date of the approval of the petition, qualified the investor as an alien entrepreneur. USCIS' propensity to review and revoke its prior approvals, attendant to the review of the investor's I-829, Petition to Remove Conditions or because USCIS discerns a new objection to a project while reviewing another investor's I-526 or I-829 petition, may disqualify the project or the investor from use of the EB-5 program

despite reliance on the prior approval. *(See Risk Factors)*

The CLPR application for admission is a separate and subsequent process that concerns issues common to all aliens who wish to live in the United States permanently. Admission as a CLPR may be sought using one of two methods: consular processing or adjustment of status.

CONSULAR PROCESSING

Consular processing is designed for aliens living outside of the United States, or for those who prefer to process at a consulate for strategic reasons or as a matter of convenience or are ineligible to adjust status. Typically, the consular post, which is designated at the time the I-526 petition is filed, is in the country of last residence, i.e., the last principal actual dwelling place.

In their sole discretion, consulates issue visas, a travel document, usually affixed to a passport, which authorizes the holder to seek admission to the United States at a port of entry. The visa is issued for an immigration status that a consul believes the visa applicant is qualified to hold. In an EB-5 case, the visa may be sought from a consulate only after the investor's I-526 petition is approved. An EB-5 investor and the investor's spouse and qualifying children are usually granted immigrant visas. Use of these visas to enter the U.S. results in a grant of Conditional Lawful Permanent Residence *(see discussion on Removal Of Conditions).*

Before issuing an immigrant visa, the consular post must determine if each alien is admissible to the U.S. Approval of the I-526 petition does not by itself establish admissibility. An alien is admissible who proves that no grounds of inadmissibility exist and the alien has proper travel documents *(see the discussion on Immigration Risk Factors, below, for a non-exhaustive list of the grounds of inadmissibility).* Waivers are available for certain of the many grounds of inadmissibility, but the grant of a waiver is in the discretion of the government and aliens seeking waivers experience lengthy delays in adjudication of waiver applications. Investors should consult with immigration counsel before investing to determine if any grounds of inadmissibility may affect the eligibility of the investor or the investor's spouse or otherwise qualifying children for admission to the United States and if a waiver is available for such grounds of inadmissibility.

If the consular post finds that the investor is admissible, it will issue an immigrant visa to the investor. The consular post will also determine if the spouse and the qualifying children of the investor are admissible. A determination of admissibility must be made as to each visa applicant. There is no guarantee that all members of the investor's family will be granted an immigrant visa. If the investor is denied an immigrant visa, applications by the spouse and children of the investor for such a visa will also be denied. Consular processing subjects both the visa applicant and the I-526 petition to the scrutiny of a second government agency whose decisions are not appealable. If the consular officer, based upon information not available to USCIS in its adjudications process, suspects fraud or misrepresentation in the I-526 petition process or if the consul doubts the eligibility for Lawful Permanent Resident Status, the consul may return the case to USCIS for re-adjudication of the I-526 petition.

Consular processing begins when USCIS transmits the approved alien's I-526 petition to the National Visa Center (NVC). In time, the applicants will be instructed to obtain fingerprints and medical examinations and to report to a consular interview. Immigrant visas usually are issued shortly after the interview unless the consul detects problems in the visa application, the underlying I-526 petition or during the interview process. The investor is advised to seek competent counsel for guidance on the processing experience and potential delays in the consular office handling investors' applications.

NUMERICAL QUOTAS

Currently, the EB-5 Preference accords a total of 10,000 EB-5, Preference visa statuses allocated annually, of which 3,000 are available to alien investors and the spouses and qualifying children of investors who are making an investment in a Targeted Employment Area (TEA). The Project is currently situated within a TEA. EB-5 status is available on a first-come, first-served basis. Recently, USCIS has announced that it considers the 3,000 statuses for TEA cases as a guaranteed allocation, not a quota, so that all TEA cases are eligible to seek a visa, up to the annual quota of 10,000 visas.

The United States Immigration and Nationality Act limits the number of immigrant visas in the EB-5 Program category to 10,000 visas per fiscal year, which are, in turn, allocated to applicants (and their qualified spouses and children) by country of birth. The US Department of State ("USDOS") has stated that based on anticipated demand for EB-5 visas from nationals of China, the agency expects visas for Chinese nationals will become unavailable and will retrogress, likely as of May 1 ,2015 or June 1, 2015. USDOS has said the delay in EB-5 visa availability for Chinese nationals may be approximately two years or longer, taking into account such factors as the number of currently pending I-526 petitions, the number of new I-526 petitions that may be filed and variables in I-526 petition processing times. No assurance may be provided that EB-5 visa numbers will not retrogress or, if retrogression does occur, how long an investor and the investor's qualified spouse and children will be delayed in receiving a visa based upon the approval of an I-526 petition.

VISA ISSUANCE

Decisions by consuls are to be made in accordance with regulatory guidance on this process. Consuls have broad authority and discretion under such regulatory procedures and their decisions are unreviewable. The investor should seek advice of competent legal counsel regarding visa issuance guidelines.

U.S. consuls advise that visa applicants should not change any living, employment, schooling or other lifestyle arrangements in their country of residence before they are issued an immigrant visa based upon an approved I-526 petition.

ADMISSION TO U.S. AFTER VISA ISSUED

A visa authorizes the holder to seek admission to the United States at a port of entry. However, admission is subject to U.S. Customs and Border Protection (USCBP) inspection discussed below. After issuance, immigrant visas generally remain valid for six (6) months. During the validity period, the holder of the visa must use it to apply for admission to the United States at a designated port of entry. The port of entry is frequently in an international airport. When the alien arrives at the port of entry, he or she will present the immigrant visa and accompanying consular documents to a USCBP officer who has the authority to admit the investor or to deny the investor's admission to the United States as a CLPR. This process is known as inspection *(See Risk Factors).*

ADMISSION AFTER INVESTING, FILING THE I-526 OR DURING CONSULAR PROCESSING

Admission to the United States as a visitor or in most other non-immigrant statuses is predicated upon the intent to depart the country at the end of the period of admission.

Investors should consult with competent counsel to evaluate the risks associated with seeking temporary (non-immigrant) admission to the United States subsequent to making the investment or filing an I-526 petition or

an applicant for an immigrant visa. Despite best efforts, an inspector may deny admission under these circumstances. Such a denial may also result in formal exclusion from the U.S. which might preclude admission with an immigrant visa for a period of years *(See Risk Factors)*.

ADJUSTMENT OF STATUS

The Adjustment of Status (AOS) procedure is designed to permit aliens who have been admitted to the United States as non-immigrants or who have been paroled into the country to apply for admission as permanent residents without leaving the country. These non-immigrants must establish that they are admissible permanently, meeting the same standards as aliens who use consular processing to obtain a permanent resident visa.

Aliens seeking AOS must also comply with requirements peculiar to the AOS process. Aliens who do not meet these additional requirements will be required to use consular processing to obtain an immigrant visa, which will necessitate a departure from the United States. Aliens admitted in certain non-immigrant statuses may encounter more difficulties (and may not be successful) adjusting status than aliens admitted in other non-immigrant statuses. Investors should consult with immigration counsel regarding these issues before the I-526 petition is filed.

During AOS processing, the applicant will be required to submit a medical examination and will receive instructions from USCIS regarding biometric data collection and an interview. The interview may be waived in the discretion of USCIS. There is no formal process to request the waiver of an interview. If the investor is interviewed, the spouse and children of the investor will be required to attend the interview.

The USCIS California Service Center currently has jurisdiction of the AOS process for investors in the Project. The interview is conducted at a USCIS office near the investor's residence. USCIS uses the interview to update information about AOS applicants that may have changed subsequent to the filing of the AOS application and to explore any issue that USCIS believes is relevant to deciding the AOS case. Typically, but not always, CLPR is conferred on approved AOS applicants at the conclusion of the interview.

AOS is granted in the discretion of USCIS. An alien whose AOS application has been denied may request that the case be re-considered by the same office that denied AOS. If the request to re-open or re-consider the case is denied, or, if, after such a review, the alien fails to convince this office to reverse its original decision, the alien is without further recourse. AOS applicants should not make any permanent connections to the United States or change any permanent living, employment, schooling or other lifestyle arrangements in their country of residence before they are issued AOS based upon an approved I-526 petition.

TRAVEL DURING ADJUSTMENT OF STATUS PROCESSING

Advance permission to depart the U.S. is issued routinely if the alien articulates a bona fide need to travel.

An alien investor who leaves the United States without advance permission while an AOS application is pending is deemed to have abandoned that application unless the applicant has been admitted in and continues to hold valid H or L non-immigrant status pending adjudication of the AOS application. Alien investors admitted to the United States in any non-immigrant status who have obtained advance parole during the AOS process should consult with immigration counsel before traveling.

If an alien is deemed to have abandoned an AOS application, the applicant must seek consular processing to obtain an immigrant visa permitting an application for admission to the U.S. during the period between the applicant's deemed abandonment of an AOS application and the time the applicant receives an

immigrant visa from a U.S. consulate, typically about one year, the applicant is required to remain outside the U.S.

EMPLOYMENT DURING THE ADJUSTMENT OF STATUS PROCESSING

Applicants for AOS who wish to work in the United States must obtain employment authorization unless they have been admitted to the U.S. in a non-immigrant status that confers employment authorization and does not end before AOS is granted. Self-employment requires employment authorization. Employment in the U.S. without authorization is a violation of immigration status and may jeopardize the right to adjust status.

REMOVAL OF CONDITIONS

Approval of an AOS application or the grant of an immigrant visa followed by entry into the U.S. means that the investor and the spouse and qualified children of the investor have been granted Conditional Lawful Permanent Residence (CLPR) for two years. The "conditions" must be removed so that the aliens may reside in the U.S. indefinitely. Failure to remove the conditions results in the termination of CLPR status and will result in the commencement of removal proceedings.

Removal of conditions is sought by the filing of an I-829 petition in the 90 day period immediately preceding the second anniversary of the grant of CLPR status. In support of the petition, the alien investor must demonstrate full investment in the enterprise, sustainment of the investment continuously since becoming a CLPR and compliance with the requirement that ten (10) employment positions have been created as a result of the investment. It is the sole responsibility of the foreign investor to file and the sole risk of the investor who fails to file the I-829 petition in the ninety (90) day period immediately preceding the second anniversary of the grant of CLPR status at the investor's sole expense. Failure to file the I-829 petition will result in the investor and the investor's accompanying family being place in removal (deportation) proceedings. There is no refund of the capital contribution or administration fee for delay or failure on the part of the investor for any reasons whatsoever to file their I-829 petition.

The California Service Center currently has jurisdiction to decide a Petition to Remove Conditions. It is authorized to approve a petition, seek additional written information before deciding the petition, refer the petition to a local office where information will be elicited in an interview, or, it may deny the petition. If the petition is referred for an interview, the local office of USCIS will decide the petition after the interview.

During the pendency of the petition, aliens admitted in CLPR status remain in valid status even if the petition is not decided before the expiry of the two year period of admission. Improper denials of and delays in obtaining documents evidencing extended CLPR status and advance parole are sometimes experienced. CLPR is extended in one year increments or until the Petition to Remove Conditions is adjudicated.

USCIS regulations control the process of removal of conditions. These regulations may change in the future. The investor will be expected to comply with and proceed with removal of conditions under the regulations in effect at the time the investor seeks removal of conditions.

There cannot be any assurance that USCIS will not change the requirements for removal of conditions after investors are granted CLPR status through investment in the Project. There cannot be any assurance that an investor will able to demonstrate to the satisfaction of USCIS that the Project is operating within its business plan, that it has created the requisite employment positions at the time required by USCIS or that any other requirements for the removal of conditions have been met. USCIS'

propensity to review and revoke its prior approvals may disqualify the Project or the investor from use of the EB-5 program despite reliance on the prior approval. (See Risk Factors, Removal Of Conditions).

IMMIGRATION RISK FACTORS

A prospective investor should consult with legal counsel familiar with United States immigration laws and practice before investing in this Project. Purchase of a Limited Partnership interest in an EB-5 project does not guarantee lawful permanent residence in the United States.

The Limited Partnership interests described in this Offering Memorandum involve a significant degree of risk. Among the immigration risk factors that a prospective investor should consider carefully are those identified in this Offering, however the discussion is not exhaustive:

GENERAL

USCIS may modify its EB-5 Program practices by providing updated guidance to its examiners. Sometimes, but not consistently, USCIS publishes instructions for the use of EB-5 investors and their counsel. EB-5 investors and their counsel often first become aware of EB-5 practices and policies through the adjudication process for investor I-526 or I-829 petitions. If such modifications occur, investors may be required to provide new information or modified business plans or other modifications to an EB-5 project during the adjudication process to comply with USCIS requirements that were unknown to investors and their counsel at the time an I-526, immigrant petition by alien entrepreneur or an I-829, petition by entrepreneur to remove conditions was filed. Amendments to the law and regulations of the EB-5 Program and changes in USCIS interpretations of statute and regulations or the imposition of new policy and procedures by USCIS without formal rule-making may also occur from time-to-time, which may have the effect of requiring EB-5 projects and EB-5 investors to provide new information or modify their previous EB-5 planning to satisfy new EB-5 Program requirements. There can be no assurance that such modifications will not be required in this Project on account of new policies, practices, interpretations, laws or regulations not effective or not known at this time. New requirements may be applied retroactively, making compliance by investors or the Project impossible. There can be no assurance that this Project will be able to modify its business plan or make other adaptations to comply with yet unknown EB-5 requirements. The investor should retain competent legal counsel for continuing advice on these matters.

While efforts have been made to structure this Offering to assist investors to meet EB-5, employment-based visa preference requirements under the Act and qualify as "alien entrepreneurs", a preliminary step to becoming eligible for admission to the United States of America with their spouse and unmarried minor children as lawful permanent residents, no representations can be made and no guarantees can be given that investment in this Project will assure an investor's petition as an "alien entrepreneur" will be granted by USCIS or, if it is, that investors with their spouse and such children will obtain conditional or unconditional lawful permanent resident status.

APPROVAL OF INVESTMENTS IN THE PROJECT

There is no procedure in the Act or its enabling regulations to pre-qualify an investment for the EB-5, alien entrepreneur program. Individual investor applications on form I-526 must be filed with USCIS by the investor to determine the suitability of the investment offered herein for immigration purposes under 8 U.S.C.§ 1153 (b)(5)(a) - (d); INA § 203 (b)(5)(a) - d). USCIS may deny such an application.

USCIS has announced a tentative plan to permit developers to obtain a review of an EB-5 project, but only if

USCIS is poised to deny an amendment to a regional center charter sought to permit the project to operate within the regional center. This review must be undertaken through applications to create or modify Regional Center authorizations where an EB-5 project is functioning under authorization from a Regional Center. There is no assurance that USCIS will implement this tentative plan. Notwithstanding the approval of a new or modified Regional Center application based upon a specific, exemplar EB-5 project, USCIS reserves the right to question and deny individual investor I-526 petitions resulting from investment in the exemplar project if USCIS detects any variations between the facts adjudicated in the exemplar case and the facts presented in the investor's petition. Pre-qualification of EB-5 projects, apart from Regional Center applications, continues to be unavailable notwithstanding this USCIS announcement.

PROCESSING TIMES

USCIS and USDOS processing times for the I-526 and the adjustment of status or consular processing cases are not predictable, notwithstanding published processing times by these agencies. Delays in processing do occur and are growing longer in many instances despite the announcement by USCIS of its expanded resources for adjudicating EB-5 petitions and applications. USCIS and USDOS advise investors not to make changes in any living, employment, schooling or other lifestyle arrangements before receiving CLPR through the EB-5 Program.

GOVERNMENT FILING FEES

Government filing fees may change. Such changes may increase the immigration filing costs to an investor who has made an investment in the Project and who is waiting to file an I-526 or a consular processing or AOS case (and collateral applications for employment authorization and advanced permission to travel).

LIMITATIONS ON RETURN OF FUNDS IF I-526 PETITION IS DENIED

Upon subscribing to this Offering and becoming a Limited Partner, it is the sole responsibility and risk of the foreign investors to file their I-526 petitions. There is no refund for delay or failure to file the I-526 petition.

If the Regional Center Pilot Program lapses, for each investor whose I-526 is filed with USCIS but not adjudicated on or before the date of lapse, their $500,000 capital contribution shall remain invested in the Partnership until:

1. The Regional Center Pilot Program is reauthorized retroactively or is pending reauthorization within a twelve month period following sunset, and the investor's I-526 petition is in due course adjudicated;

   or,

2. Legislation is enacted or pending providing substantially similar immigration benefits to investors under the former EB-5 Regional Center Program within a twelve month period following sunset.

If none of the events described in 1 or 2 occur, or are not pending as stated, at the investor's election, the investor may (1) remain invested in the Project; or, (2) make a written request to the General Partner for a refund of the capital contribution of $500,000. Within ninety (90) days of the General Partner's receipt of a request for a refund, the capital contribution will be refunded by the Limited Partnership to the investor. The investor's rights are in this event limited solely to the return of the capital contribution of $500,000.

In the event an investor's I-526 petition receives notice of denial by USCIS, for reasons other than fraud or misrepresentation, the investor's rights are limited solely to the return of the investor's $500,000 capital contribution within ninety (90) days of written request therefore to the General Partner.

TARGETED EMPLOYMENT AREAS AND THE MINIMUM INVESTMENT AMOUNT

As a general rule, the EB-5 program calls for a minimum investment of $1,000,000 USD. This sum may be reduced currently to $500,000 USD if the Project that receives the investment is situated in a Targeted Employment Area (TEA). TEA's must meet one of two criteria, the first, concerning population, and the second, concerning the rate of unemployment.

If an investment is made in a town or city whose population is less than 20,000, and the town or city is not within a Metropolitan Statistical Area (MSA) as designated by the U.S. Office of Management and Budget, the investment is deemed to have been made in a TEA. The eligibility of an EB-5 project to accept $500,000 USD investments is questioned if the project was situated in a TEA at the time the investment was made but is not in a TEA at the time the I-526 petition is filed. In the case of a TEA based upon the project's location in a rural area, this difference might occur, for example, because during this interim period new population data is published or because a new MSA is described to include the location of the project, albeit within a rural area.

In the event of a change between the date of the investment and the date of the filing of the I-526, USCIS has said that it will consider the project to be within a TEA at the time of the investment if the invested funds were available to the project to undertake employment creation before the I-526 was filed. In this Project, USCIS should apply this standard in as much as the invested funds are irrevocably committed to the project before the I-526 is filed. There can be no assurance that USCIS will apply this rule appropriately.

USCIS has also said it will not permit every investor in a pooled investment project to invest only $500,000 merely because one or more investors were previously permitted to do so based upon the prior presence of a project in a TEA.

If the location of the Project is judged to no longer be within a TEA, investors filing I-526 petitions thereafter will be required to invest $1,000,000. No assurance can be provided that, for example, no new population data will be published rendering the location of a project outside a rural area or that new MSA boundaries depicting the location of the Project in the MSA will not be published.

Investors should consult with competent immigration counsel concerning TEA issues and investment counsel concerning the effects of investments of differing amounts on immigration and investment matters of significance to the investor.

ATTAINING LAWFUL PERMANENT RESIDENCE

Despite the approval of an investor's form I-526, there cannot be any guarantee that the investor or the investor's spouse or any of the investor's minor, unmarried children will be granted lawful permanent residence. The grant of such immigration status is dependent upon the personal background of each applicant. Any one of several government agencies may determine in its discretion, usually without the possibility of appeal, that an applicant for lawful permanent residence is excludable from the United States.

NO ASSURANCE OF VISA AVAILABILITY FOR CHINESE NATIONALS

The ability to apply for or receive an immigrant employment-based, Fifth (EB-5) preference visa or to apply for and be granted adjustment of status to lawful permanent residence based upon an approved EB-5 petition, is subject to the availability of such visas in the EB-5 preference. EB-5 visa availability is reviewed and announced monthly by USDOS. If the demand for EB-5 visas exceeds availability for EB-5 visas, investors will be required to wait for an EB-5 visa until the investor's "priority date" in the visa waiting line is reached. The investor's "priority date" is the date that USCIS receives the investor's I-526 petition. USDOS has said that EB-5 visas are likely to become unavailable for nationals of China as of May 1, 2015 or June 1, 2015. It is expected that as of the date EB-5 visas become unavailable, the delay in EB-5 visa availability for Chinese nationals may be approximately two years or longer. Currently, visas are expected to be available to nationals of all other countries, subject to the overall cap of 10,000 EB-5 visas available each fiscal year of the U.S. government. USDOS determinations may change in the future resulting in changes to visa availability, application processing times and immigration benefits processing times. No assurance may be provided that EB-5 visa numbers will not retrogress or, if retrogression does occur, how long an investor and the investor's qualified spouse and children will be delayed in receiving a visa based upon the approval of an I-526 petition. No assurance may be provided that EB-5 visa numbers will not retrogress or, if retrogression does occur, how long an investor and the investor's qualified spouse and children will be delayed in receiving a visa based upon the approval of an I-526 petition.

Visa Retrogression may delay filing of an investor's I-829, Petition to Remove Conditions. If the delay is long enough, employment created by the investor's capital contribution may have terminated by the time the I-829 petition is eligible to be filed. USCIS has not opined on its willingness to credit investors with employment created but ended by the time an I-829 petition is filed. For this reason, USCIS may be unwilling to approve an investor's I-526 petition, knowing at the time of the I-526 filing that prospective employment created by the investor's capital contribution may not support approval of that investor's I-829 petition. No assurance may be given that employment created by an investor's capital contribution will be credted to an investor if the employment ends or is scheduled to end before an investor is able to file an I-829, Petition to Remove Conditions.

NO ASSURANCE THAT CHILDREN WHO TURN 21 YEARS OF AGE QUALIFY AS DERIVATIVE BENEFICIARIES

Significantly, visa unavailability or retrogression may jeopardize the immigration of children of EB-5 petitioners of Chinese nationals who are younger than 21 years of age at the time the Investor's I-526 petition is filed, but who become 21 years of age before the petition is adjudicated. Because EB-5 visas have historically been immediately available, children who reached the age of 21 years while the I-526 petition was pending were able to obtain visas by benefiting under the Child Status Protection Act ("CSPA"), and immigrate to the United States so long as: (1) the underlying I-526 petition was received by the USCIS before the child turned 21 years of age, and (2) the immigrant visa application or the application to adjust the status of the child was filed within one year of the approval of the I-526 petition. However, as visa numbers may retrogress for Chinese nationals for the first time in the Fifth Preference, EB-5 Program, investors of Chinese nationality with children approaching 21 years of age should be aware of the following scenarios:

(1) If the 21-year-old child (whose parent filed form I-526 prior to the child turning 21) files a visa application or an application to adjust status within one year of the I-526 approval, and the EB-5 visa category subsequently retrogresses, the child will remain eligible to immigrate as a "child," benefiting from the CSPA, if otherwise eligible. The visa application or adjustment of status application will be held in abeyance until a visa becomes available. (See Risk Factors).

(2) If at the time the I-526 petition is approved visa numbers are not available, the child will not be permitted to file the visa application or adjustment of status application. To determine if the CSPA will apply to preserve the child's ability to immigrate as a derivative beneficiary, the child's age is recalculated once visa numbers become available, by subtracting the number of days the I-526 petition was pending with USCIS from the child's age on the date visa numbers become available, resulting in the "CSPA age". If the child's CSPA age is under 21, the "child" must file the visa application or adjustment of status application within one year of the date visas become available, and proceed with the immigrant visa application process. If the child's CSPA age is 21 years or older, the "child" will not be permitted to immigrate as a derivative beneficiary of the EB-5 investor. No assurance may be provided that an otherwise qualified child of an investor whose I-526 petition has been approved will be granted a visa for lawful conditional permanent residence based upon provisions of the Child Status Protection Act. (See Risk Factors).

GROUNDS FOR EXCLUSION

Applicants for lawful permanent residence must demonstrate, affirmatively, that they are admissible to the United States.

There are many grounds of inadmissibility that the government may cite as the basis to deny admission for lawful permanent residence.

1. Various statutes, including, for example, sections 212, 237 & 241 of the Immigration and Nationality Act, The Antiterrorism & Effective Death Penalty Act of 1996 (AEDPA) and the Illegal Immigration Reform & Immigrant Responsibility Act of 1996 (IIRAIRA) set forth grounds of inadmissibility, which may prevent an otherwise eligible applicant from receiving an immigrant visa, entering the United States or adjusting to lawful permanent residence.

2. Examples of aliens precluded from entering the United States include:

   (A) persons who are determined to have a communicable disease of public health significance;

   (B) persons who are found to have, or have had, a physical or mental disorder, and behavior associated with the disorder which poses, or may pose, a threat to the property, safety, or welfare of the alien or of others, or have had a physical or mental disorder and a history of behavior associated with the disorder, which behavior has posed a threat to the property, safety, or welfare of the immigrant alien or others, and which behavior is likely to recur or to lead to other harmful behavior;

   (C) persons who have been convicted of a crime involving moral turpitude (other than a purely political offense), or persons who admit having committed the essential elements of such a crime;

   (D) persons who have been convicted of any law or regulation relating to a controlled substance, admitted to having committed or admits committing acts which constitute the essential elements of same;

(E) persons who are convicted of multiple crimes (other than purely political offenses) regardless of whether the conviction was in a single trial or whether the offenses arose from a single scheme of misconduct and regardless of whether such offenses involved moral turpitude;

(F) persons who are known, or for whom there is reason to believe, are, or have been, traffickers in controlled substances;

(G) persons engaged in prostitution or commercialized vice;

(H) persons who have committed in the United States certain serious criminal offenses, regardless of whether such offense was not prosecuted as a result of diplomatic immunity;

(I) persons excludable on grounds related to national security, related grounds, or terrorist activities;

(J) persons determined to be excludable by the secretary of state of the United States on grounds related to foreign policy;

(K) persons who are or have been a member of a totalitarian party, or persons who have participated in Nazi persecutions or genocide;

(L) persons who are likely to become a public charge at any time after entry;

(M) persons who were previously deported or excluded and deported from the United States;

(N) persons who by fraud or willfully misrepresenting a material fact, seek to procure (or have procured) a visa, other documentation or entry into the United States or other benefit under the immigration act;

(O) persons who have at any time assisted or aided any other alien to enter or try to enter the United States in violation of law;

(P) certain aliens who have departed the United States to avoid or evade U.S. Military service or training;

(Q) persons who are practicing polygamists; and

(R) persons who were unlawfully present in the United States for continuous or cumulative periods in excess of 180 days.

CONDITIONAL LAWFUL PERMANENT RESIDENCE

Lawful permanent residence status granted initially to an investor and the spouse and qualifying children of the investor is "conditional." Each investor and the spouse and qualifying children of the investor must seek removal of conditions before the second anniversary of lawful permanent admission to the United States. There cannot be any assurance that the USCIS will consent to the removal of conditions as to the investor or as to the spouse or qualifying children of the investor, each of whom must make a separate application to remove conditions (albeit a single form is used to identify all applicants). If the investor fails to have conditions removed, the investor and the spouse and children of the investor will be required to leave the United States and will be placed in removal proceedings. Even if the investor succeeds in having conditions removed, the

spouse and each qualifying child of the investor, separately, must have conditions removed. Failure to have conditions removed as to any of these members of the investor's family will require some members to depart from the United States and such family members will be placed in removal proceedings.

NO REGULATIONS REGARDING REMOVAL OF CONDITIONS GENERALLY

USCIS regulations governing lawful permanent residence for investors do not state specifically the criteria which USCIS must apply to determine eligibility for the removal of conditions to lawful permanent resident status. Courts have determined some standards and USCIS have issued memoranda on some issues. The investor should seek competent immigration counsel to determine all of the issues that may arise in the I-829 process on account of the absence of regulations controlling the process or resulting from ambiguities in existing law and regulations.

BUSINESS CHANGES AND BUSINESS FAILURES

The I-526 petition must be supported by evidence that the EB-5 project has received all investor capital, will dedicate the funds to furtherance of the EB-5 project and, thereby, will create all requisite employment. When an investor seeks removal of conditions, the I-829 petition must be supported by evidence that these requirements have been met, or, if they have not been met, there must be compelling explanations for delays or changes in the EB-5 project. If the Project is delayed in its implementation, if invested funds are expended differently or more slowly than anticipated or if employment is behind schedule, USCIS will expect documentation of changed circumstances to explain the delay and evidence that the Project is following its essential business plan.

It will be incumbent upon the investor to establish that despite such changes, the requirements of the EB-5 Program have been met: the required capital has been paid to the Project, the investment has been sustained and the required jobs have been created. There cannot be any assurance that USCIS will consider a change in the business plan to be immaterial, will be persuaded by the investor's explanation of the reason for the change, or will conclude that the investor's EB-5 Project is following its I-526 business plan and that the EB-5 requirements for all projects are being or will be met by the Project. Failure to persuade USCIS on each of these issues will result in the denial of an investor's I-829 petition. In this event, the investor and the investor's qualifying family members will be placed in removal proceedings and may be required to depart the United States.

There cannot be any assurance that all anticipated investors will have subscribed and have paid in all

required capital on the anticipated schedule, that the Project will be developed as scheduled or that invested funds will be expended as scheduled or in a manner anticipated in the business plan. It is possible, and no assurance may be provided to the contrary, that the Project will not hire workers on the predicted schedule. Should one or more of these circumstances occur, no assurance may be given that USCIS will accept the explanation for the occurrence. If USCIS rejects the explanation, the I-829 petition will be denied and the investor and the investor's qualifying family members will be placed in removal proceedings which may require them to depart the United States.

USCIS expects that an EB-5 business will be continuously maintained through the period of conditional lawful residence to the time the I-829 Petition to Remove Conditions is filed and, possibly, until the I-829 is adjudicated. USCIS will examine the matter of whether the investment has been lost prior to or may be lost soon after conditions are removed. USCIS will also focus on whether an EB-5 project is likely to cease its operations shortly after conditions are removed, thereby shedding employment it has created.

If an EB-5 project fails (e.g., foreign investments are lost or are expected to be lost, or if jobs are not created in sufficient numbers or once created are lost or are expected to be lost) during the period of an investor's conditional residence or is deemed likely to fail shortly after conditions are removed, USCIS will not remove conditions.

Investors are not credited for having made investments in good faith or for having created all the required employment during a part of the period of conditional residence.

JOB CREATION AND TENANT OCCUPANCY

USCIS currently requires verifiable sources of reliable data that support the connection between the investment in an EB-5 project and the resulting creation of employment. If USCIS perceives that employment will be created by tenants occupying an EB-5-renovated or constructed building, it requires detailed, verifiable evidence to establish that there is "excess demand" for the specific types of space sought by tenants who are expected to occupy the structure according to the project's business plan. USCIS seeks verifiable proof that there is a lack of unique or specialized space which "constrains" the commencement or expansion of the prospective tenant's business. Absent such evidence, USCIS maintains that there is an insufficient "nexus" between the use of the EB-5 investment funds and the tenant's job creation to credit EB-5 investors with these jobs. If an investor is unable to provide such evidence and overcome USCIS' objections, the investor's petitions will fail for lack of establishment of requisite employment creation.There may be some business relationships between the investors' New Commercial Enterprise (NCE) and another business entity that do not involve a landlord-tenant relationship, and, therefore, should not result in USCIS' disqualification of jobs for the benefit of investors in a NCE involved in such a relationship. One such business relationship may be a joint venture collaboration, between the NCE and another business entity to conduct a separate business enterprise by combining property, money, skill and knowledge. The NCE in this EB-5 project is engaging in a joint venture with the Joint Venturer. USCIS has not opined whether jobs created from the joint business activity of the NCE and another business entity, a joint venture, may be credited to EB-5 investors in the NCE. If USCIS rejects the right of the NCE to count such employment, the investor's petitions will fail for lack of establishment of requisite employment creation.

Material Change In The EB-5 Project

In the event of a material change to the business plan in the Project between the time the I-526 petition is filed and the time the investor applies for removal of conditions, the investor may be required by USCIS to file a new I-526 petition incorporating changes in the Project. In some cases, this will necessitate a new two-year period of conditional permanent residence after which the investor will be expected to file a new I-829 petition to remove conditions. If a new I-526 is filed, the children of the investor who become twenty-one

(21) years old or who married before the new I-526 is filed will be deemed to have "aged out" and will not be eligible to immigrate based upon the parent-child relationship with the investor. If the spouse of the investor is divorced from the investor before the new I-526 is filed, the spouse will also be ineligible to immigrate based on the former marriage.

No assurances may be given that this EB-5 Project will not fail during the period of conditional permanent residence or at some time thereafter. No assurance may be provided that USCIS will forgive such failure or anticipated failure by granting an investor's I-829 petition. If the petition is denied, the investor and the investor's qualified family members will be placed in removal proceedings and may be required to depart the United States.

REVIEW OF I-526 COMPLIANCE DURING THE I-829 PROCESS

USCIS, at its election, uses the I-829 process to review the investor's compliance with previously resolved I-526 petition requirements. Such a review will be undertaken if the examiner believes that the prior favorable determination was "legally deficient" or if material facts have changed during the period of conditional residence. If USCIS believes the investor is not EB-5 eligible, the burden is on the investor to establish eligibility by reliance on "independent objective evidence."

The Limited Partnership will seek as much information as possible from USCIS, where good business practices permit, in an effort to assist investors to qualify for the removal of conditions. This notwithstanding, in the absence of regulations the Limited Partnership may make certain management decisions without knowing them to be objectionable to USCIS, thus resulting in an RFE and, possibly, the denial of an investor's I-829, petition to remove conditions. If the I-829 is denied, the investor and the investor's spouse and qualifying children will be expected to depart the U.S. and will be placed into removal proceedings.

Each investor should consult with competent immigration counsel and become educated about the standards that will determine eligibility of the investor and the spouse or children of the investor to achieve unconditional lawful permanent residence in the United States pursuant to this Program which currently is in a state of evolution.

NUMERICAL QUOTAS

Currently, the EB-5 Preference accords a total of 10,000 EB-5, Preference visa statuses allocated annually, of which 3,000 are available to alien investors and the spouses and qualifying children of investors who are making an investment in a Targeted Employment Area (TEA). The Project is currently situated within a TEA. EB-5 status is available on a first-come, first-served basis. Recently, USCIS has announced that it considers the 3,000 statuses for TEA cases as a guaranteed allocation, not a quota, so that all TEA cases are eligible to seek a visa, up to the annual quota of 10,000 visas.

Historically, the allocation of visas for the EB-5 Fifth Preference, including TEA's, has not been oversubscribed. Investors should note and consider the significantly increasing demand for visas in the Fifth Preference which has prompted the U.S. Department of State, in its December 2012 Visa Bulletin, to issue the following advisory concerning the possible unavailability of EB-5 Fifth Preference visas for nationals of the People's Republic of China:

> "Employment Fifth: Current*
>
> *The following advisory is based strictly on the current demand situation. Since demand

patterns can (and sometimes do) change over time, this should be considered a worst case scenario at this point.

It appears likely that a cut-off date will need to be established for the China Employment Fifth preference category at some point during second half of fiscal year 2013. Such action would be delayed as long as possible, since while number use may be excessive over a 1 to 5 month period, it could average out to an acceptable level over a longer (e.g., 4 to 9 month) period. This would be the first time a cut-off date has been established in this category, which is why readers are being provided with the maximum amount of advance notice regarding the possibility.

The above projections for the Family and Employment categories are for what could happen during each of the next few months based on current applicant demand patterns. The determination of the actual monthly cut-off dates is subject to fluctuations in applicant demand and a number of other variables which can change at any time. Those categories with a "Current" projection will remain so for the foreseeable future, with the possible exception of the China Employment Fifth preference category mentioned above."

There is no reliable means to predict if delays due to unavailability of visas will occur, or, if it occurs, how long an investor or the spouse and qualifying children of the investor will wait before visa status for them becomes available.

Changes to current law on quotas or USCIS practices regarding the allocation of visas to the EB-5 Program could adversely impact the investor. Investors should seek the advice of competent immigration counsel concerning the law and USCIS practices regarding EB-5 visa availability.

EXPIRATION OF THE REGIONAL CENTER PILOT PROGRAM

The Regional Center Pilot Program is significant to each investor until the investor receives unconditional lawful permanent residence. Each of the three immigration stages to be completed by the investor in a Regional Center EB-5 project is dependent upon the existence of the Regional Center as authorized by the Pilot Program. Some government agencies that confer immigration benefits upon EB-5 investors have announced that they are not authorized to confer such benefits (e.g., approve an I-526 petition by alien entrepreneur, approve an I-485, application to adjust status or grant an immigrant visa to an EB-5 investor or approve an I-829, petition by entrepreneur to remove conditions) once the Regional Center Pilot Program expires. The investor's qualifying relatives are subject to the same outcomes as the investor if the Regional Center Pilot Program expires.

The Regional Center Pilot Program was first created in 1992. Since then it has been extended, most recently in 2012, until September 30, 2015 This Project seeks the benefit of the Regional Center Pilot Program that permits employment created indirectly by investments in the Project to be counted towards the minimum number of employment positions needed to qualify a foreign investor, the investor's spouse and the qualifying children of the investor to have conditions removed. There is no reliable means to know if the Regional Center program will be extended or made permanent.

If the Regional Center Pilot Program lapses, investors whose projects depend upon Regional Centers may not be able to file I-526 petitions or have filed petitions adjudicated and applications for lawful permanent residence or the removal of conditions may be rejected, delayed or denied, depriving the investor and the investor's qualifying family the right to enter, live or work in the U.S. Currently, there is no way to know or predict the positions that the relevant government agencies will take concerning the

immigration rights of EB-5 investors in Regional Center Pilot Program projects should the Pilot Program lapse.

ACTIVE PARTICIPATION IN LIMITED PARTNERSHIP BUSINESS

The EB-5 Program requires that each investor be actively involved in the business affairs of the Limited Partnership. Failure to be actively involved may jeopardize approval of the I-526 petition or result in the denial of Lawful Permanent Residence status for the investor and the spouse and the qualifying children of the investor. The Limited Partnership Agreement, in an effort to reflect the EB-5 regulations governing what level of participation is acceptable to meet the EB-5 criteria, mandates that each Limited Partner shall participate in the management of the business of the Partnership by making suggestions or recommendations to the General Partner on issues of policy important to the Partnership. The Limited Partnership Agreement also permits limited partners to participate in one or more of the activities (i) permitted of Limited Partners under the Vermont Revised Uniform Limited Partnership Act and (ii) otherwise set forth under the Limited Partnership Agreement. No Limited Partner shall control the Partnership's business or management or have any authority to act or bind the Partnership in any manner contrary to the provisions of the Limited Partnership Agreement. The Project cannot assure investors that these provisions are or will be satisfactory to USCIS.

RISKS ATTENDANT TO EB-5 STATUS

USCIS frequently reinterprets the meaning of qualifying EB-5 criteria. The creation of new standards to be met, changes in the emphasis that USCIS places on EB-5 criteria, the reinterpretation of existing EB-5 criteria and the publication of new field instructions to examiners without prior notice all become binding upon previously filed but unadjudicated I-526 petitions and may affect whether they will be approved. These USCIS actions also are binding on EB-5 projects that have accepted some investors whose I-526 petitions are being prepared for filing and may determine if such projects and the I-526 and I-829 petitions based upon the projects will continue to be deemed compliant with EB-5 rules. There can be no certainty that compliance with known criteria as of the date an I-526 petition is filed will lead to the approval of the I-526 or I-829 petition.

USCIS has demonstrated an increasing propensity to review and revoke its prior approvals of petitions and applications based upon the retroactive application of new rules or new interpretation of standards, making compliance by investors or the Project impossible and disqualifying the project and the investor from use of the EB-5 program despite reliance on the prior approval. Despite the USCIS position that it will give deference to earlier decisions, USCIS cannot be relied upon to do so.

The EB-5 Program has many requirements that must be met to the satisfaction of USCIS. Investors should consult with competent immigration counsel to review all EB-5 Program requirements. The failure to meet even one of these requirements to the satisfaction of USCIS may result in the denial of the investor's I-526 petition or subsequent petitions.

CONSULAR PROCESSING – VISA NOT GUARANTEED

In some instances, consulates place visa applicants in "administrative processing". Consuls are very reluctant to explain the specific reasons for this additional step taken before a visa will be issued. This procedure may be encountered (i) in consular posts that report high levels of visa fraud, (ii) in posts in some countries that are hyper-vigilant concerning security matters or (iii) because some information about a visa applicant, in the opinion of a consular officer, merits further background checks. Once administrative processing begins, consulates will not discuss the progress of a visa application. Applicants are relegated to indeterminate waiting for a decision on a visa application. Such a decision may take years to obtain.

Decisions by consuls are discretionary and unreviewable. USCIS and DOS report efforts to communicate more efficiently regarding their respective roles in determining the eligibility of EB-5 investors for immigrant visas. There cannot be any assurance that improved communications will occur generally or with respect to a particular investor or the investor's spouse or minor children. Neither may it be assured that improved communications will result in the issuance of a visa. Factors extraneous to the EB-5 project or the relationship of the investor to the project that a consul may, with unreviewable discretion, elect to consider could result in the denial of a visa. Investors are advised to seek competent immigration counsel on matters of consular processing.

ADMISSION AFTER INVESTING, FILING THE I-526 OR DURING CONSULAR PROCESSING

Admission to the United States as a visitor or in most other non-immigrant statuses is predicated upon the intent to depart the country at the end of the period of admission. Experienced EB-5 legal practitioners caution that non-immigrant intent may be difficult to establish once an investor has paid funds into an EB-5 project or files an I-526, as the sole purpose of this investment and petition is to establish that the investor qualifies to become a lawful permanent residence. The difficulty of maintaining non-immigrant intent is made more difficult upon commencing consular processing, which is considered by USDOS to be a clear request for lawful permanent residence as soon as processing times permit. Investors should consult with competent counsel to evaluate the risks associated with seeking temporary (non-immigrant) admission to the United States subsequent to making the investment or filing an I-526 petition or an applicant for an immigrant visa. Despite best efforts, an inspector may deny admission under these circumstances. Such a denial may also result in formal exclusion from the U.S. which might preclude admission with an immigrant visa for a period of years.

ADJUSTMENT OF STATUS

Further to this topic, please see *Immigration Matters, Adjustment Of Status.*

Making the investment, filing the I-526 or applying for AOS within the 60 day period before applying for AOS may be viewed by USCIS as evidence of immigrant intent and may result in the denial of AOS. In such an event, the investor will be required to depart the U.S. and will need to seek an immigrant visa through consular processing. In this process, experienced immigration counsel believe that USDOS (through its consulates) may require the investor to seek a waiver of exclusion (for which the applicant must establish eligibility) for having misrepresented the purpose of entry upon the admission as a non-immigrant. Waivers are granted in the unreviewable discretion of the USCIS and the processing time for waiver applications is frequently significant.

There may be additional reasons why an alien may not adjust status, which is a benefit granted in the discretion of USCIS. There is no appeal from a denial of AOS; the only relief available is a request to re-open or re-consider the AOS application. Investors should consult with immigration counsel to determine if they, their spouse and their children are eligible for AOS or if pursuit of AOS would be prudent.

Near the conclusion of an AOS case, USCIS may schedule an interview for the AOS applicant. The interview may be waived by USCIS, but the waiver should not be expected. Experienced immigration law practitioners believe that USCIS uses profiling information to determine who will be interviewed and it also interviews some AOS applicants to maintain the integrity of its screening process. There is no formal process to request the waiver of an interview. Investors should consult with experienced immigration counsel on all matters concerning adjustment of status.

REMOVAL OF CONDITIONS

Further to this topic, please see *Immigration Matters, Removal Of Conditions.*

In the history of the EB-5 Program, INS (now USCIS) modified the requirements for removal of conditions after the time that some investors were granted CLPR. As a result of this action, some of those investors were unable to comply with the new requirements, creating the possibility that they would be removed from the United States. Some of these investors contested the change in rules after their investments were made. Their position was supported in litigation that resulted in INS being ordered to reconsider their applications to remove conditions by applying the original rules. (See Risks Attendant to EB-5 Status, above).

There is an increased interest by USCIS in examining all aspects of EB-5 project and investor petition compliance during the removal of conditions process. Investors should seek guidance from experienced EB-5 counsel concerning all aspects of the removal conditions process and the effect of possible USCIS actions on the investor and the investor's spouse and qualifying children.

One possible action is the denial of an investor's I-829 petition if USCIS determines not enough jobs are created, preserved or qualified to support the number of EB-5 investors in the Project. This determination would create the possibility that some or all of the EB-5 investors and their spouses and qualifying children would be removed from the United States. If USCIS determines that less than the required number of jobs have been created or preserved, the Offering mandates that jobs will be allocated to investors in the order of priority for those I-829 petitions that are approved, then to investors in the order of priority for those who have obtained lawful permanent admission to the United States (i.e. obtained a visa or adjustment of status). It is in each investor's best interests, therefore, to proceed expeditiously with their various petitions and applications, but again investors should seek guidance from experienced EB-5 counsel. In the event an investor's I-829 petition is denied for this or any other reason, the investor will not be entitled to the return of any funds paid to the Limited Partnership pursuant to this Offering unless and until a substitute partner is found as set forth in and pursuant to section 10.01 of the Limited Partnership Agreement, and, in any event, there shall be no refund of the administration fees to the investor.

FAMILY RELATIONSHIPS

1. Spouses of the investor may accompany or follow to join an investor who has been granted Conditional Lawful Permanent Residence provided that the investor and the spouse were married at the time of the investor's acquisition of CLPR. If the relationship is one in common law, the "spouse" of the investor may not acquire Lawful Permanent Resident Status on account of the relationship. Not all valid marriages will be recognized for purposes of U.S. Immigration. Investors should consult competent immigration counsel regarding the eligibility of their spouse for immigration benefits.

2. Certain children or step-children of the investor may accompany or follow to join an investor who has been granted Conditional Lawful Permanent Residence provided that the investor can establish parentage or step-parentage at the time of the investor's first admission to the United States as a Conditional Lawful Permanent Resident or adjustment of status to lawful permanent residence. Failure to comply with all applicable requirements may result in the separation of a child from the investor or the investor's spouse for protracted periods, in some instances for years, while other immigration opportunities are attempted in an effort to reunite the family. U.S. law excludes some step-children and adopted children from eligibility for immigration benefits. Investors should consult competent immigration counsel regarding the eligibility of their children for immigration benefits.

3. A "child" is someone under the age of 21 years who is unmarried. If a child becomes age 21 or marries

before being admitted to the U.S. as a lawful permanent resident or adjusting to Lawful Permanent Resident Status, the former child, now deemed a son or daughter, may not be eligible to accompany or follow to join the investor. In some circumstances, the Child Status Protection Act may assist a son or daughter to qualify as a child by reducing the deemed age of the son or daughter to less than 21 years. Failure to meet the requirements of the Child Status Protection Act may result in the separation of a son or daughter from the investor or the investor's spouse for protracted periods, in some instances for years, while other immigration opportunities are attempted in an effort to reunite the family.

4. Under some circumstances a child who becomes 21 years of age or marries while holding Conditional Lawful Permanent Resident Status, or the spouse of the investor who is divorced from the investor while holding Conditional Lawful Permanent Resident Status, may be eligible to remove conditions by being included in the investor's I-829 petition or filing a separate I-829 petition. Failure to meet qualifying conditions, which may not be within the child's or divorced spouse's control, and, about which the law and regulations do not provide clear guidance, will result in the child or divorced spouse being placed in removal proceedings and may require the child or divorced spouse to depart the United States.

5. Upon the death of an investor holding Conditional Lawful Permanent Resident Status, a spouse and qualifying children of the investor also holding such status are entitled to seek removal of conditions by submission of the same evidence demonstrating compliance with required criteria that USCIS requires of an investor seeking to remove conditions. Failure of each member of the family to establish these criteria will result in the denial of the application to remove conditions, placement of the family members in removal proceedings and their mandated departure from the United States.

It is unclear under USCIS procedures if a child who becomes a son or daughter before the death of the investor is entitled to seek removal of conditions. USCIS regulations are silent on this matter. If USCIS does not extend this benefit, such a son or daughter will be denied an application to remove conditions and will be placed in removal proceedings and may be mandated to depart the United States.

End of section 1

AnC BIO VT

JAY PEAK

Section 2

The Business Plan

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SECTION 2 JAY PEAK BIOMEDICAL RESEARCH PARK L.P.

BUSINESS PLAN AND FINANCIAL DATA

Updated May 5, 2014

Summary of Principal Objectives and Activities, including Financial Reports and Supporting Schedules.

Important Notice: See Offering Memorandum: Risk Factors.

IMPORTANT NOTICE

FORWARD LOOKING STATEMENTS: ANY STATEMENTS THAT EXPRESS OR INVOLVE DISCUSSIONS WITH RESPECT TO PREDICTIONS, GOALS, EXPECTATIONS, BELIEFS, PLANS, PROJECTIONS, OBJECTIVES, ASSUMPTIONS OR FUTURE EVENTS OR PERFORMANCE ARE NOT STATEMENTS OF HISTORICAL FACT AND MAY BE "FORWARD LOOKING STATEMENTS". "FORWARD LOOKING STATEMENTS" ARE BASED ON EXPECTATIONS, ESTIMATES AND PROJECTIONS AT THE TIME THE STATEMENTS ARE MADE THAT INVOLVE A NUMBER OF RISKS AND UNCERTAINTIES WHICH COULD CAUSE ACTUAL RESULTS OR EVENTS TO DIFFER MATERIALLY FROM THOSE PRESENTLY ANTICIPATED.

THIS BUSINESS PLAN, FINANCIAL DATA AND THE JAY PEAK BIOMEDICAL RESEARCH PARK L.P. (THE "LIMITED PARTNERSHIP") OFFERING MEMORANDUM CONTAIN FORWARD LOOKING STATEMENTS AND PROJECTIONS FOR THE PROJECT (THE "ANC BIO PROJECT") THAT MAY ADDRESS, AMONG OTHER THINGS, PRODUCT DEVELOPMENT, EXPANSION STRATEGY, DEVELOPMENT OF SERVICES, USE OF PROCEEDS, PROJECTED REVENUE AND CAPITAL EXPENDITURES, OPERATING COSTS, LIQUIDITY, JOB CREATION, ECONOMIC MODELING, DEVELOPMENT OF ADDITIONAL REVENUE SOURCES, DEVELOPMENT AND MAINTENANCE OF PROFITABLE MARKETING, MANAGEMENT AND MAINTENANCE ALLIANCES, AND STATEMENTS OF EXPERIENCE AND EXPECTATIONS. NO ASSURANCE CAN BE MADE, NOR IS ANY ASSURANCE GIVEN IN ANY FORM IMPLIED OR OTHERWISE, THAT THESE FORECASTS WILL PROVE ACCURATE. NEITHER THE LIMITED PARTNERSHIP NOR ITS GENERAL PARTNER HAVE ANY OBLIGATION TO REVISE OR UPDATE ANY FORWARD LOOKING STATEMENTS OR PROJECTIONS FOR ANY REASON.

THESE FORWARD LOOKING STATEMENTS MAY BE ALSO FOUND IN THE SECTIONS OF THE JAY PEAK BIOMEDICAL RESEARCH PARK L.P. OFFERING MEMORANDUM ENTITLED "SUMMARY OF OFFERING," "RISK FACTORS," "IMMIGRATION RISK FACTORS", "USE OF PROCEEDS," AND IN THE OFFERING MEMORANDUM GENERALLY. ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE ANTICIPATED IN THESE FORWARD LOOKING STATEMENTS AND PROJECTIONS AS A RESULT OF VARIOUS FACTORS, INCLUDING ALL THE RISKS DISCUSSED IN "RISK FACTORS" WITHIN THE OFFERING MEMORANDUM. PROSPECTIVE INVESTORS SHOULD CONSIDER CAREFULLY ALL THESE RISKS, IN ADDITION TO OTHER INFORMATION CONTAINED WITHIN THE OFFERING MEMORANDUM BEFORE DECIDING WHETHER TO INVEST IN THE PARTNERSHIP.

EXECUTIVE SUMMARY

This Business Plan supplements the Offering Memorandum and, among its other purposes, sets forth the EB-5 project criteria for all prospective investors in the New Commercial Enterprise (NCE), to be known as Jay Peak Biomedical Research Park, L.P. that will purchase land, construct a new clean room facility and enter into a joint venture with AnC Bio USA, LLC (or similarly named entity, the "Joint Venturer"). These companies will create and own the joint venture entity, AnC Bio, LLC (or similar named entity, the "Joint Venture Entity")), which will operate the new facility within the Vermont Regional Center:

Job Creating Enterprise:	AnC Bio LLC (the "Joint Venture Entity").	
Specific Industry Focus:	The specific industry category the EB-5 AnC Bio Project falls under is NAICS 54171 Research and Development in the Physical Sciences, Engineering and Life Sciences, which is currently a USCIS-approved activity for the State of Vermont Regional Center.	
Geographical Focus:	The EB-5 AnC Bio Project is located in the State of Vermont within the geographic boundary of the USCIS' designated State of Vermont Regional Center.	
AnC Bio VT Project Contacts:	Principals –	Ariel Quiros/William Stenger AnC Bio VT LLC One AnC Bio Drive Newport, VT 05855 Phone: (802) 327-2223 Email: bstenger@ancbiovt.com
	Immigration Counsel –	Edward J. Carroll, Esq. Carroll & Scribner, P.C. P.O. Box 932 Burlington, VT 05402 Phone: 802-862-2855 Email: ecarroll@cslaw.us
	Business Counsel -	Mark H. Scribner, Esq. Carroll & Scribner, P.C. P.O. Box 932 Burlington, VT 05402 Phone: 802-862-2855 Email: mscribner@cslaw.us
	Economic/Jobs Impact Modeling -	Economic Development Research Group, Inc. 2 Oliver Street, 9th Floor Boston, MA 02109 Phone:617.338.6775
New Commercial Enterprise -	Jay Peak Biomedical Research Park L.P. By: AnC Bio Vermont GP Services, LLC (the "General Partner"), ATTN: William Stenger, Member	

Parties to Joint Venture Agreement -	(1) Jay Peak Biomedical Research Park L.P. (2) AnC Bio USA LLC (a wholly owned subsidiary of AnC Bio VT LLC, the general developer)

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Total Anticipated Capital Investment: An amount of up to $110 million from up to 220 immigrant investors through the EB-5 Immigrant Investor Visa program (though the AnC Bio Project is also open to US investors).

AnC Bio Project Summary: The AnC Bio Project is intended to constitute a "commercial venture" for the purposes of the "employment creation" requirements under the EB-5 provisions of the Immigration & Nationality Act (the "Act") which provides that, inter alia, if an EB-5 investor invests specified amounts in the capital of a business carrying on a "commercial venture," the immigrant investor may apply for permanent resident status in the United States of America. The AnC Bio Project is further structured to qualify under provisions in the law that permit a reduced investment and permit a broader analysis of jobs created than would otherwise be permitted. The AnC Bio Project utilizes the provisions of the Act concerning the location of the principal place of business within a Targeted Employment Area so that the minimum investment required is $500,000. To meet employment creation requirements, the AnC Bio Project relies upon the fact that the principal place of business of the AnC Bio Project is situated in Newport, Vermont within the Vermont Regional Center authorized by Section 610 of the Appropriations Act of 1993.

From its base of operations in Orleans County, Vermont, the AnC Bio Project, operated by the Joint Venture Entity, is poised to add over 2,700 jobs over the two year period of development and first three years of operations, well more than the number of jobs required by the EB-5 provisions of the Act and supporting and providing EB-5 investors with an opportunity to obtain permanent residence for themselves, their spouses and their minor children, as more particularly set forth in this Offering Memorandum.

Investors in the NCE will be granted limited partnership interests in the New Commercial Enterprise known as Jay Peak Biomedical Research Park L.P. (also referred to herein as the "Limited Partnership"), a newly organized for profit commercial enterprise with its principal place of business in Newport, Orleans County, Vermont.

THE STATE OF VERMONT – A USCIS DESIGNATED REGIONAL CENTER

Pursuant to Section 610 of the Appropriations Act of 1993, on June 26, 1997, the VACCD Regional Center, was approved and designated as a regional center to participate in the Immigrant Investor Pilot Program. On June 11th 2007, the designation was reaffirmed. In a written request dated August 17, 2009, VACCD Regional Center sought to amend its initial Regional Center designation, to expand the types of approved economic activities and industrial clusters as follows:

1. To add manufacturing, professional services, education, information and lending institutions to their current list of approved industries;
2. To add the economic activities of design, development and production of new products; expansion or renovation of existing facilities; establishing and expanding post secondary schools including building, development and operation of the schools; design, development & publishing of software, books and other information publishing activities; and
3. To provide direct equity investments in or to the industry clusters and/or to provide indirect investments to the industries through investment in an enterprise which in turn will lend the funds for specific industry related project(s).

Based on its review and analysis of the request to amend the previous VACCD Regional Center designation and prior amended proposals, business plan, and supplementary evidence, the U.S. Citizenship and Immigration Services (USCIS) by way of letter dated October 6, 2009 to VACCD amended the designation of the VACCD Regional Center to incorporate the above changes, and updated its records of the VACCD Regional Center approval, designation, and business plan to encompass these amendments.

The New Commercial Enterprise, established in 2012, and the construction and economic activity, to be located in Orleans County, Vermont, is also located within the State of Vermont Regional Center and this Project has been structured so that foreign investors may meet the requirements under 8 U.S.C.§ 1153 (b)(5)(A) – (D); INA § 203 (b)(5)(A) – (D) of the Act and qualify under this program (the "EB-5 Program") to become eligible for admission to the United States of America as lawful permanent residents.

ANC BIO USA LLC – THE JOINT VENTURER

This Joint Venturer is a limited liability company organized in the State of Vermont, USA, and is a wholly owned subsidiary of AnC Bio VT LLC, also a limited liability company organized in Vermont. This Joint Venturer and AnC Bio VT LLC are affiliated companies of AnC Bio Inc. of South Korea ("Existing Asian AnC Entity"), a medical and biotechnology research and manufacturing company that develops medical products such as artificial organs and medical devices (heart-lung devices, LVAD's, dialysis machines, e-Liver devices, etc), vaccines and other biologics and stem cell products (collectively, the "AnC Bio Products"). This Joint Venturer will enter into a Joint Venture Agreement with the New Commercial Enterprise, the other joint venturer, to operate the new facility through a new joint venture entity, AnC Bio LLC, in an effort to enable the Existing Asian AnC Entity to expand its global reach within the United States and elsewhere in North America.

ANC BIO LLC – THE JOINT VENTURE ENTITY

Pursuant to the Joint Venture Agreement, the two joint venturers, the New Commercial Enterprise and AnC Bio USA LLC, will set up a new entity, to be known as AnC Bio LLC (the "Joint Venture Entity"), to be organized in the State of Vermont with its principal place of business in Newport, Vermont. The Joint Venture Entity will run the operations at the new facility, including hiring employees to work in the research, development and production of AnC Bio Products, and to staff the clean rooms.

ANC BIO KEY MANAGEMENT

The AnC Bio Project operations will be based at the AnC Bio Project location in Newport, Orleans County, Vermont. Key management personnel, and their experience, include:

1. William Stenger:

   William Stenger is President of Jay Peak Resort and a member of AnC Bio VT LLC. He is a respected business leader in Vermont having served three governors for 20 years on their economic advisers councils. He has led Jay Peak resort for 27 years since 1985. Jay Peak is now the most dynamic four season resort in Vermont. Mr. Stenger also was instrumental in creating the Vermont EB- 5 Regional Center with Governor Howard Dean in 1997. Through his leadership in the EB-5 program Jay Peak projects have raised and invested in the Northeast region of Vermont over $275 million welcoming over 550 investors from 60 countries. Thousands of jobs have been created as a result of Mr. Stenger's work and leadership. He is respected throughout the country as a leader in the EB-5 community. Mr. Stenger was instrumental in getting the recent three-year extension to the EB-5 program. He has testified before the US Senate and House of Representatives on behalf of the program. Mr. Stenger is now directing his leadership to create the AnC Bio Project, expand the Existing Asian AnC Entity's global reach to North America, stimulate economic development within the United States and create many jobs for Vermonters and throughout the Northeastern United States and other areas in the country. Mr. Stenger is a graduate of Syracuse University, has been married to his wife Mary Jane for 41 years, has three grown children and four grandchildren. He has been recognized within Vermont as Citizen of the Year in 2011 and has also been awarded the highest educational service award the State of Vermont gives. Mr. Stenger lives in Newport, Vermont where the AnC Bio Project will be located.

2. Ariel Quiros:

Ariel Quiros has been exercising the leadership skills that he developed at Trinity Pawling Preparatory School and in the U.S. Military for more than thirty years now. From managing complex strategies in hostile environments while serving with the U. S. Army to leading his own companies to success on six continents, Mr. Quiros has now certainly proven to be a true leader in the corporate environments worldwide with business relationships that have spanned decades.

In 1995, with fourteen operating Trading Importing and Exporting companies and offices in Seoul, London, Beijing, Sydney and Hong Kong, Ariel opened U.S. offices in Miami Florida and settled in on Biscayne Bay with his family. An avid sailor, this was a true reward for Ariel. Today Ariel enjoys life with his wife of 36 years, Okcha in their home on Key Biscayne, Florida. Ariel and his wife have 2 children with successful careers of their own and 2 grandchildren.

Mr. Quiros devotes much of his time and effort today to the Vermont companies he owns that he's most passionate about. These companies include Jay Peak Resort, Burke Mountain Resort, and AnC Bio VT LLC, all located in the beautiful Northeast Kingdom region of Vermont.

With the acquisition of Jay Peak Resort in 2008, and millions of dollars of resort improvements since, Mr. Quiros and his partner Bill Stenger have developed a strong and very successful EB-5 foreign investor program in Vermont. Ariel, along with Mr. Stenger and their management teams, have initiated six significant EB-5 projects at Jay Peak Resort in Vermont, five of which are well along to completion, bringing more than $275 million of U.S. dollars and thousands of new jobs to the region.

THE PROJECT INVESTMENT AND FINANCIAL TRANSACTION

The project is open to US investors and foreign investors. Each foreign investor is expected to seek classification as an "Alien Entrepreneur" and, as required by current law, to invest $500,000 USD to the project.

On a 7 acre parcel of land overlooking beautiful Lake Memphramegog in the City of Newport, Vermont, the New Commercial Enterprise will construct and equip (the "Project") an 85,000 square foot, world class certified GMP (Good Manufacturing Practice) and certified GLP (Good Laboratory Practice) biomedical research, manufacturing and distribution facility. The parcel of land is already home to a modern 90,000 square foot manufacturing facility and the campus parcel will be known as the Jay Peak Biomedical Research Park. The Joint Venture Entity will hire many employees at the AnC Bio Project site to work in the research, development, production and distribution operations and will staff and operate on behalf of third parties some of the clean rooms that will be part of the facility. The General Partner of the New Commercial Enterprise believes that the AnC Bio Project has positioned itself for substantial economic growth over the next few years even in today's challenging economic climate.

This new facility, with HEPA filtered, highly controlled air flow systems, and Environmental Management Systems, will be equipped with versatile scientific equipment assembled for the purpose of supporting research in the fields of cellular based therapy medicine, human growth factors, vaccines, and bioengineering (including production of cutting edge medical devices). This caliber of research requires an extremely low density particle environment in a closely controlled facility. The Joint Venture Entity will also staff and operate clean room spaces in the building on behalf of third parties so that those third parties may conduct research into certain biomedical areas of concern and industries. These third parties will include universities and colleges looking to initiate and expand such research, but who have in the past been hampered by a lack of adequate, proximate

clean room facilities. Renowned biotech research universities such as the University of Vermont, McGill University, University of Sherbrook and Dartmouth College, all situated within 90 miles of the AnC Bio Project, have already been apprised of this Project (see University of Vermont (UVM) letter in Exhibits to the Offering for an example of the expected business relationship the AnC Bio Project seeks to develop with UVM and other universities).

These clean rooms will provide sterile environments and high tech equipment that scientists need for their research efforts, but can rarely afford to build on their own. There is a shortage of these types of facilities worldwide and this component of the new research center will help meet the needs for eastern North America and are projected to provide substantive income for the investors. See letter from One Source Environmental LLC in the Exhibits attesting to lack of clean room space.

Client universities and corporations can use the clean room space and equipment for proprietary research. The clean room facilities can also be used as an extension of current operations of contract manufacturers for overflow and end of lifecycle products with expert support and over 200 sub-licensed Standard Operating Procedures from the Existing Asian AnC Entity.

The Joint Venture Entity will provide clean room facilities staffed by its own employees for start-up companies. This will enable start-ups to grow their businesses while the AnC Bio Project facilities continue to provide them with the infrastructure to support their business model.

The AnC Bio Project facility will also provide clean room space to medical device manufacturing firms needing additional clean room research facilities or companies that need independent clean room access. Operations will be supported with dedicated warehouse, engineering and office space in the new facility allowing companies to operate as if they were in their own facility.

It is projected that infrastructure and preliminary construction of the facility will begin in 2014. It is projected that the facility will open for operation in 2016. Discussions with potential clients for use of clean rooms are already under way. The Existing Asian AnC Entity will also contract with the Joint Venture Entity for the manufacture of devices at the new facility and will conduct stem cell and vaccine research, occupying a significant portion of the facility space, all in reliance upon employees on the payroll of the Joint Venture Entity. It is projected that AnC Bio VT LLC or its designee will invest $8 million in cash into the Project, separate from EB-5 investments, to create and upgrade infrastructure at the campus as needed.

Approximately 18,000 square feet of this new facility will be dedicated to the clean rooms. Another 44,000 square feet of the building will be dedicated to support these clean rooms (including 7,500 square feet of Environmental Management and Safety Systems to insure that the building meets the standards necessary for bio-medical research, and an additional 15,000 square feet dedicated to office and conference room facilities for the researchers and their companies). In addition, approximately 18,000 square feet of this facility will be dedicated to the mechanical floor. Finally, 5,000 square feet will be designed for medical device manufacturing. There will be manufacturing space, warehousing, design, and prototyping areas.

Investors will invest into the New Commercial Enterprise and receive limited partnership interests in return. The Limited Partnership into which the Investors will invest will be known as Jay Peak Biomedical Research Park L.P., a Vermont organized limited partnership with its principal place of business in Newport, Orleans County, Vermont.

With this in mind, and to provide the capital required to achieve these opportunities, the New Commercial Enterprise seeks a total amount of $110,000,000, to be raised from up to 220 investors ($500,000 each). With the money it raises, the New Commercial Enterprise will purchase land in Newport, Vermont owned by GSI of Dade County, Inc. (owned by Ariel Quiros, one of the owners of AnC Bio VT LLC), under a Purchase and Sale

Agreement, and provide sufficient capital to construct the clean room facility on the property, as well as equip and furnish said building, for the ultimate benefit of the New Commercial Enterprise and its investors. The New Commercial Enterprise will also enter into a Joint Venture Agreement with the Joint Venturer for the purpose of creating and owning the Joint Venture Entity to run the operations of the new facility. With the invested funds, and pursuant to the Joint Venture Agreement, the New Commercial Enterprise forecasts that it will, primarily within the Vermont Regional Center and the Northeastern United States, generate in excess of 3,000 EB-5 eligible indirect jobs, exceeding the 2,200 jobs required for 220 EB-5 investors under EB-5 Alien Entrepreneur regulations (See the Exhibit to the Offering titled "Economic and Job Creation Impacts of the Prospective AnC Bio VT Facility in the Vermont Regional Center" prepared by Economic Development Research Group, Inc., and dated November, 2012, referred to herein as the "EDR Report").

The General Partner of the Limited Partnership will be AnC Bio Vermont GP Services LLC, a Vermont organized limited liability company based in Newport, Vermont. The General Partner, as set forth in the Limited Partnership Agreement, will have the primary discretion in operating the Limited Partnership on day to day matters, with input from the Limited Partners/investors on issues of policy and major decisions, as well as all of the rights and duties accorded limited partners under the terms of the Limited Partnership Agreement and under Vermont law. The General Partner will also negotiate business agreements, including without limitation the Joint Venture Agreement, and will have sole discretion to decide when, if and how to redeem the Limited Partners' interests, but in no event will any such buyout occur with funds invested into the AnC Bio Project prior to the time all Limited Partners who are investors in the Project under the EB-5 Program have applied for removal of conditions on their permanent residency, with any appeals of denials having been decided. **Without limiting the foregoing, there is no guaranty of repayment or mandatory redemption offered herein to any Limited Partners, and each Limited Partner, upon investing in the Project will reaffirm the understanding and acceptance of the fact that the entire investment is at risk.** The General Partner may engage others to assist in any activity in which the Limited Partnership engages in connection with the Project.

CAPITALIZATION

Source and Use of Funds

Investors are being offered the opportunity to purchase limited partnership interests in the Limited Partnership. The Capital Contribution of each investor to purchase an interest in the Limited Partnership shall be a minimum of $500,000 in cash paid in U.S. Dollars. The Investors shall not be obligated to make any additional Capital Contributions to the Limited Partnership. The maximum amount of funds to be received from Investors is USD $110,000,000.

The primary use of these invested proceeds, in addition to the consideration to be paid by the New Commercial Enterprise to the current land owner under the terms of a Purchase and Sale Agreement (a draft of which is included as an exhibit to the Offering), will be to construct and equip the new facility, including, e.g., the clean rooms and manufacturing space, offices and conference space, and to attract and hire qualified individuals to work at the facility in Orleans County, Vermont. The projected use of the funds is detailed in the chart embedded

below:

Jay Peak Biomedical Research Park LP
Projected Sources and Uses of Funds
220 - EB5 Investors $110,000,000

Biomedical Research Facility, Medical Device, Manufacturing
Medical Device Distribution, Biomedical Clean Rooms
$118M Project Financed By
$110M From EB-5 Investors and $8M From AnC Bio Vermont, LLC

Description	Square Footage	Cost per SQ. FT.	Cost per Offering
OWNED BY L.P.			
Land			$ 6,000,000
Biomedical Research Clean Rooms			
Construction Clean Rooms	18,000	$ 560	$ 10,080,000
Construction Clean Rooms Support Areas	44,000	$ 303	$ 13,332,000
Construction & Fit Out/Furniture			$ 250,000
Construction Manufacturing & Distribution Areas	5,000	$ 560	$ 2,800,000
Construction Mechanical Floor	18,000	$ 350	$ 6,300,000
Constrution & FitOut/ Equipment			$ 40,035,370
	TOTAL CONSTRUCTION & FIT OUT COSTS		$ 72,797,370
Construction Supervision Costs		Percent of Cost	
Supervision		15%	$ 9,485,306
Supervision expenses		5%	$ 3,161,769
		SUB-TOTAL	$ 85,444,445
OWNED BY LP			
Distribution & Marketing Rights			
TRLS			$ 2,500,000
Stem Cell Culture			$ 2,500,000
C-Pak			$ 4,000,000
E-Liver			$ 1,000,000
		SUB-TOTAL	$ 10,000,000
OTHER COSTS			
Design, Architecture & Engineering			$ 2,100,000
Parking, Access Roads, Drainage, Infrastructure			$ 387,926
Working Capital			$ 6,067,629
		SUB-TOTAL	$ 8,555,555
FUNDS/ SERVICES From AnC Bio Vermont, LLC for certain Infrastructure, Utilities, Sewer and Water			$ 8,000,000
		GRAND TOTAL	$ 118,000,000

Timeline

The estimated timeline for the capital raise, construction and development of the AnC Bio Project is as follows (these estimates are based on the experience of the principals in AnC Bio VT LLC and the Existing Asian AnC Entity, as well as the potential contractor(s)):

Capital raise –	Between November 1, 2012 and August 31, 2014
Pre-construction –	Between May 1, 2014 and August 1, 2014
Site work/infrastructure -	Between August 1, 2014 and January 1, 2015
Construction -	Between January 1, 2015 and May 1, 2016
FFE Ordering/Installation -	Between May 1, 2016 and June 31, 2016
Operations commence -	By July 15, 2016

The key objectives of the Management Company's business plan are as follows:

1) DEVELOP AND CONSTRUCT A CLEAN ROOM FACILITY of 85,000 square feet of space, with HEPA filtered, highly controlled air flow system, equipped with versatile processing equipment assembled for the purpose of supporting research in the fields of cellular based therapy medicine such as stem cell therapy, human growth factors and bioengineering (including medical devices) under the world class GLP (Good Laboratory Practice) and GMP (Good Manufacturing Practice) standards. The facility is designed to satisfy both US FDA (cGMP) and EU GMP requirements for any cell-based products.

2) STEM CELL PROCESSING, THERAPY, MANUFACTURING AND DEVELOPMENT using adult stem cell therapies that use both autologous or donor's stem cell. Embryonic stem cells will not be used in any of the therapies. Because adult stem cell therapy has no ethical or immune rejection issue, it is more easily commercialized. Adult stem cell therapies are classified as autologous stem cell therapies and allogeneic stem cell therapies. Autologous stem cell therapies are easier to perform in clinical trials due to no immune rejection issue, but it is quite expensive and difficult for massive production without a special facility like the facility to be built in Newport, Vermont. Allogeneic stem cell therapies are more easily commercialized for massive production and storage because they use many different donors.

3) DEVELOP AND MANUFACTURE ARTIFICIAL ORGANS and other therapeutic medical devices that can replace damaged organs such as the heart, lung, kidney and liver. Using technology developed first by the Existing Asian AnC Entity, the Joint Venture Entity will also provide final development and manufacture of filters to be used in various artificial organ products. In relation to these technologies, the Joint Venture Entity will act as an original equipment manufacturer of various medical devices upon customers' request.

4) LOCATE AND ATTRACT QUALIFIED JOB CANDIDATES on the payroll of the Joint Venture Entity who reside in or will move to the immediate vicinity of the new location in Newport, Vermont. Certain positions will require college educated candidates with a minimum of 5 years relevant work experience in medical or technology positions. This objective will require significant planning and assistance from the State of Vermont. In this regard, the Joint Venture Entity will consider applying for approval by the State of Vermont for certain benefits targeted to provide incentives to companies intending to grow, under the Vermont Employment Growth Incentive Program (VEGI) or other similar programs or incentives that might be available. The VEGI program can provide a cash payment, based on the revenue return generated to the State by prospective qualifying job and payroll creation and capital investments, to businesses that have been authorized to earn the incentive and who then meet performance targets. Vermont also offers property tax stabilization and property tax allocation programs as further incentives to offset Vermont's statewide property tax, which the Joint Venture Entity may also seek in the future.

THE MARKET FOR ANC BIO'S PRODUCTS

Existing AnC Entity Products to be Manufactured and Distributed

The Joint Venture Entity intends to develop, manufacture and distribute artificial organs for patients' damaged organs with already developed hybrid bio-digital technology, together with stem cell processing and therapies, under Rights Agreements from the Existing Asian AnC Entity, including the following:

- The Existing Asian AnC Entity holds 20 patents for artificial heart-lung pump machine, artificial kidney, artificial liver and implantable VAD, etc., which technology and intellectual property will be made available to the AnC Bio Project directly or through AnC Bio VT LLC to the Joint Venture Entity.

T-PLS (Twin Pulse Life Support System)

The Twin-Pulse Life Support System (T-PLS) is an extracorporeal life support (ECLS) machine. T-PLS is a heart-lung machine system, categorized as an artificial heart-lung used on patients with severe cardiac and or lung failure who no longer respond to pharmacological intervention. The system is designed to be used in an operating room or in an emergency situation.

The system uses a pulsatile 'pushing' mechanism, generating physiologic pulsatile blood flow and reducing the trauma to the circulating blood components without the aid of additional devices. The system consists of a pulsatile pump console, a pair of disposable pump heads, and a disposable blood tubing circuit. An oxygenator and heat exchanger can be connected to the system if required.

The pulsatile blood flow of T-PLS creates a higher arterial blood pressure than non-pulsatile blood flow, allowing the blood pressure and blood flow of a particular patient to be better controlled. The two pump heads and the blood chambers are used to generate blood flow with a "pendulous" moving actuator. Each pump head is disposable and has two polyurethane valves for the inflow and outflow. This maintains one-directional blood flow, with a capacity of 150mL and to eject stroke volume of 70mL. The mechanism maintains blood flow and pressure to minimize the risk of hemolysis. The two blood chambers perform a filling phase and ejection phase alternatively, producing a stable pulsatile blood flow during the operation and reduces hemodilution. Since T-PLS uses a "two blood sac reservoir system", a lower peak inlet pressure is achieved, which reduces blood trauma, minimizes cell damage and attains higher level of peripheral organ perfusion.

T-PLS has an auto-controlled blood filling mechanism which, unlike non-pulsatile pumps, alleviates active suction, vessel collapse, air embolism and arterial dependent pump output. It further reduces ventricular after load pressure during blood ejection.

T-PLS uses pre-assembled disposable units enabling the user to connect up the patient quickly in an emergency situation. The mechanical units are simple to operate, compact and portable and a non-perfusionist with limited training can be in a position to operate it. Currently, similar heart-lung systems require a qualified perfusionist for operation and are generally large in size, limiting their mobility.

T-PLS can be applied to a variety of indications including high risk percutaneous transluminal coronary angioplasty (PCTA), ventricular fibrillation, cardiac arrest, cardiopulmonary bypass (CPB), emergency cases, acute respiratory disease (ARDs), acute heart failure and overdose when used in combination with a carbon filter.

The T-PLS pulsatile system offers hemodynamic advantages over non-pulsatile perfusion to other organs during cardiopulmonary bypass. Early in vivo studies showed that a pulsatile system was of benefit in stabilizing glucose and some hormone levels.

Market opportunity for T-PLS

As the T-PLS system is intended for use in the operating room, emergency room, intensive care unit and catheterization labs in hospitals, it is difficult to estimate the market size for the system. In our experience, the market opportunity for T-PLS would be mainly relevant with the number of patients with coronary artery diseases (CAD). Worldwide, there are millions of patients with coronary artery diseases.

We are aimed at completing the 2nd version of T-PLS development by Year Three of Operations and will initiate marketing in Year Four. We will primarily concentrate on the ER (emergency) market. The heart-lung support called a cardiopulmonary bypass in an emergency room is a rather emerging market, which encourages artificial heart makers like AbioMed, Thoratec, and Terumo to spur the development and marketing of ER version of CPB machine. Based on a number of cardiologists' suggestions, T-PLS will become more user-friendly, being equipped with real-time blood flow monitor, one-third reduction in the total size (which will markedly increase the portability), and the pulsatile blood readily synchronized with the pulsatile blood generated by human heart. As reported, T-PLS has been applied over 500 cases in Asia and along with its unique advantage to create pulsatile blood flow, the enhancement of several peripheral features that are largely focused on user-friendliness will offer us with a new opportunity and we will lead the ER-based CPB competition.

C-PAK (Carry-on Pulsatile Artificial Kidney)

The Carry-on Pulsatile Artificial Kidney (C-PAK) is a pulsatile hemofiltration circuit and is defined as an artificial kidney. It is designed to offer hemofiltration treatment for patients with acute and chronic kidney disease, where the patient and the management of treatment can be monitored by the doctor remotely. The system also includes an integrated multi-entertainment function for the comfort of the patient during treatment.

C-PAK is a hemofiltration unit that is light weight (15kg) and small in size, about one tenth the size of most conventional dialysis units. It uses a pulsatile mechanism with built in air and pressure sensors, as well as blood leakage sensors to ensure patient safety. For ease of use, the system is operated via a touch panel interface. It has an integrated disposable drop-in cartridge that includes the hemofilter and blood line. The blood line circuit constitutes the disposable unit, which consists of silicone tubing and various connectors and tube clamps.

Approximately 3 to 3.5 million people with kidney failure currently go untreated or undiagnosed, particularly in developing countries. Home dialysis offers convenience with demand directly correlated to the growth in dialysis cases. The C-PAK unit is under development for use in dialysis centers or hospitals, as well as a portable device for use outside of the hospital setting. It is designed to be easy to set up with a pre-assembled blood circuitry and without the requirement of bulky water treatement equipment during dialysis.

The Joint Venture Entity, under agreement with the Existing Asian AnC Entity, also intends to develop C-DRS (Cool Dialysate Recycling System), which will be a portable dialysate purification circuit to be used in conjunction with C-PAK. It will only require ten liters of dialysate per therapy (compared with the 200 liters required by conventional therapies). The cost of using these combined products would be 5 percent of the cost of a conventional hemodialysis unit.

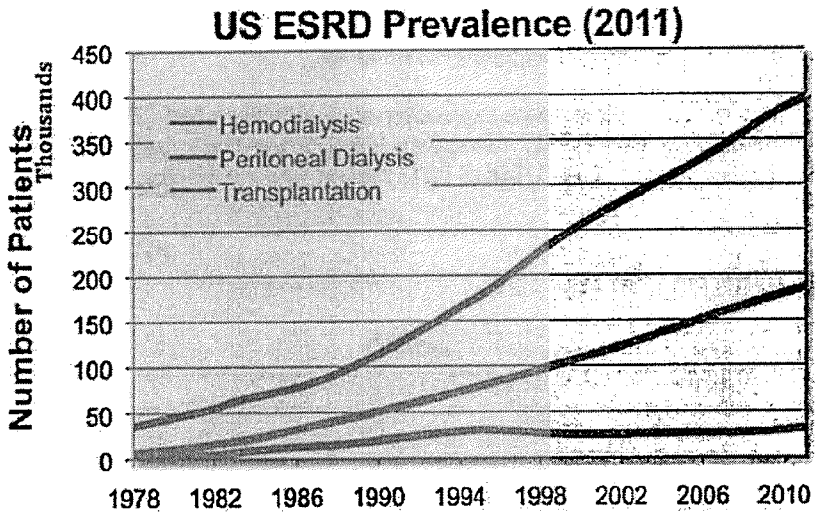
Market opportunity for C-PAK

The largest contribution to the total device revenue (Please see the Projected Income and Expenses Table on Page 29) will come from the sale of the C-PAK. In Yearr 2 of Operations, the Artificial Organ Devices revenue is projected to be $21M and C-PAK will contribute 87% of that total increase.

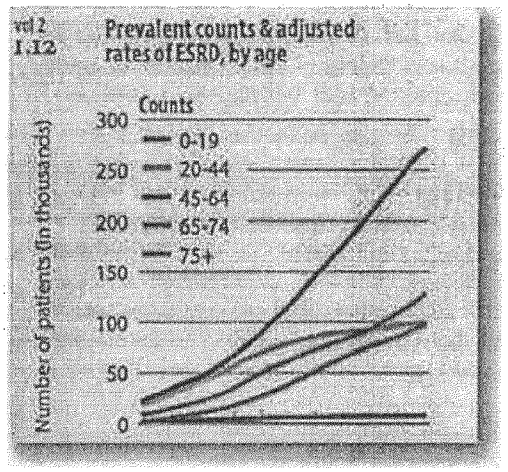
Growth in the dialysis industry is predicted to be led by volume growth in Asia, Latin America and Africa primarily because of an under-developed dialysis treatment infrastructure. The number of global dialysis patients is also predicted to grow. Transplant waiting lists are rising and consequently the demand for dialysis equipment and services is set to rise.

The number of ESRD patients has been steeply increasing worldwide every year at the rate of 6.8-10% (MCS Data, FMC Company Report). Despite the technical advances of the last four decades, kidney failure patients are still restricted in their activities because of dialysis schedules. This has focused attention on the development of portable/wearable dialysis systems. C-PAK is the portable dialysis unit on which the industry pays a lot of attention. Specifically, along with its lightness and affordable size, this unit will be equipped with a unique 'push-pull dialysis' technique which can be achieved by developing a novel dialysate supply unit. With the developed technique, a significant increase in the dialysis efficiency has been achieved (Lee et al. ASAIO J, 2012; Lee KS, Expert Review Med Dev, 2013).

Since C-PAK is a portable hemodialysis system, it is anticipated to replace both conventional in-center hemodialysis and home-use dialysis market. In the Untied States, the December 31, 2011 prevalent ESRD population included 395,656 patients on hemodialysis, 31,684 patients on peritoneal dialysis and 185,626 patients with a functioning kidney transplant, the one-year growth of 3.4 percent to 615,899 (USRDS 2013 Report, Vol 2, Chapter 1). Hemodialysis accounts for 64.2% of the total ESRD patients. [Figure]

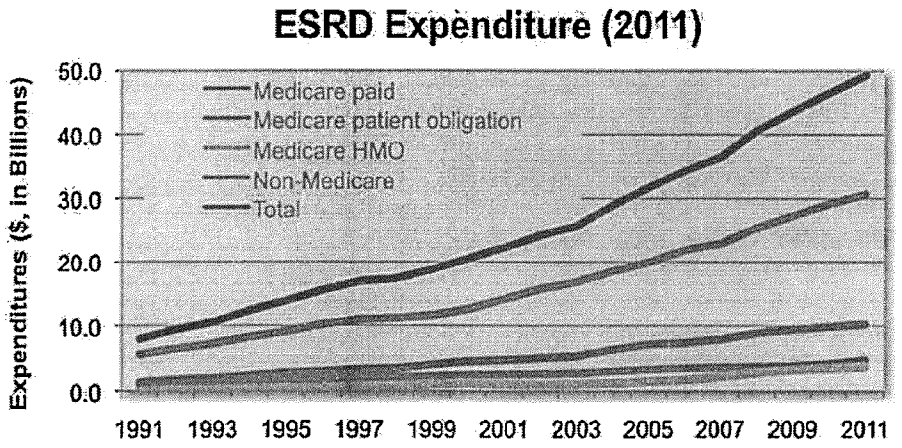


Particularly, AnC Bio-VT will focus on the need of patients who desire to perform the hemodialysis treatment outside of clinics. Thus, the HD patients were divided in order to classify the patients who are able to perform hemodialysis procedure on their own with education and excluded 85,000 patients who are under 19 or over 75 years old. [Figure]



Therefore, as of 2011 there were 310,000 hemodialysis patients and they underwent 37.2 – 46.5 million hemodialysis treatments per year. These figures are increasing 3.5-4% yearly and are expected to reach 370,000 HD patients performing over 50 million HD treatments in 2016. Therefore, we anticipate that C-PAK will replace 0.04% of the total HD practices (HD market) in 2017, which accounts for sales of 200 units including 20,000 disposables. Despite the novel technologies behind C-PAK, the number of sales in the first year is conservative. If we consider the international sales (especially Asian market), which occupies at least 2.5 times of the US hemodialysis market, the number should be reasonably adjusted to be higher.

In terms of expenditures for ESRD in the United States, total Medicare expenditures rose 5.4% to $34.3B in 2011, which cover 507,326 patients in the prevalent Medicare ESRD. Along with 108,573 non-Medicare patients, the total expenditures for ESRD reach $49.3B in the year of 2011 (USRDS 2013 Report, Vol 2, Chapter 13). [Figure]



According to the total Medicare costs of 2011 (reaching $24.3B for hemodialysis, and $1.5B and $2.9B for peritoneal dialysis and transplant as shown in the table), HD expenditure occupies approximately 84.8% of the total ESRD expenditure and this number has been increasing 8% on an average each year. Thus, as of 2016, the total HD cost will reach $61.4B. The sales of 200 C-PAK units and 20,000 disposables at $18M will be approximately 0.029% of the total HD expense.

Table. Total Medicare ESRD expenditures by modality

	Hemodialysis	Peritoneal Dialysis	Transplantation
1991	4.08	0.57	0.53
1992	4.77	0.67	0.59
1993	5.35	0.75	0.66
1994	6.13	0.86	0.75
1995	6.80	0.97	0.82
1996	7.77	1.02	0.90
1997	8.45	0.99	0.97
1998	8.78	0.88	0.95
1999	9.34	0.78	0.95
2000	10.11	0.78	1.07
2001	11.45	0.80	1.22
2002	12.81	0.84	1.35
2003	13.77	0.86	1.46
2004	15.18	0.89	1.61
2005	16.24	0.92	1.77
2006	17.90	1.02	2.09
2007	18.77	1.03	2.15
2008	20.75	1.13	2.39
2009	22.28	1.18	2.73
2010	23.75	1.28	2.82
2011	24.34	1.47	2.88

Upon the successful launching of C-PAK in the US market, AnC Bio-VT will continue to acquire the hemodialysis market, achieving 2.5 times of sales for C-PAK unit and disposables in the 3rd year. Although this unit includes unprecedented technology, C-PAK will be continuously advanced through operational years three, four and five. being equipped with a novel fluid balancing technique. The fluid balancing is particularly important for patents on hemodialysis because the hydration level (i.e., overhydration or underhydration) has a direct relation with patient's blood pressure. The unmatched fluid balancing accuracy will be achieved by the so-called 'dual-piston pump technique' that is actively under development.

We are also planning to finalize all the regulatory issues and begin marketing a dialysate regeneration system, called Cold Dialysate Regeneration System or C-DRS from year three. A large amount of ultrapure water ranging 140-200L is required per a single session of conventional hemodialysis. Considering current water treatment system in which tap water is purified through multiple stages of filtration, softening and reverse osmosis, approximately 300 liters of tap water is necessary to make 140-200 liters of ultrapure water. Obviously, the requirement of the large amount of purified water increases the hemodialysis treatment complicated and costly. The large amount of ultrapure dialysate has also been the biggest obstacle of realizing portable hemodialysis system. C-DRS uses only 20 liter of pre-composed dialysate and modulating dialysate temperature will continuously regenerate it. The introduction of C-DRS that is combined with C-PAK will allow patients to perform hemodialysis at their home; that is, the combination of C-PAK and C-DRS will penetrate into home-dialysis market, providing AnC Bio-VT with additional revenue source.

Dialysis Products and Services Market, Revenues by Geographical Region, 2002-2011

Region	Revenues (in millions)					AAGR
	2002	2003	2004	2005	2011	2005-2011
United States	$15,700	$17,000	$18,400	$19,500	$28,382	6.8%
Europe	8,900	9,350	9,800	10,100	13,360	4.6%
Japan	7,300	7,750	8,200	8,500	11,627	5.2%
Asia	4,600	5,000	5,400	5,600	8,164	5.3%
Latin America/Africa	6,000	6,500	7,200	7,300	11,639	7.6%
Total	$42,500	$45,600	$49,000	$51,000	73,172	6.2%

Source: Kalorama Information

Number of Dialysis Patients by Geographical Market (North America, Asia-Pacific, EAME, Latin America) 2003-2011

Region	2003	2004	2005	2011	AAGR 2006-2011
North America	330,000	359,000	385,000	510,000	5.8%
Asia-Pacific (incl. Japan)	407,500	443,000	475,000	850,000	12.4%
Europe/Africa/Mid East	377,500	410,700	440,000	532,000	3.8%
Latin America	124,000	135,000	145,000	234,000	10.0%
Total	1,239,000	1,347,700	1,445,000	2,126,000	7.2%

Source: Kalorama Information

Dialysis Products and Services Market, Dollar Volume by Region (U.S., Europe, Japan, Asia, Latin America/Africa) 2002-2011

Region	Revenues (in millions)					AAGR
	2002	2003	2004	2005	2011	2005-2011
United States	$15,700	$17,000	$18,400	$19,500	$28,382	6.8%
Europe	8,900	9,350	9,800	10,100	13,360	4.6%
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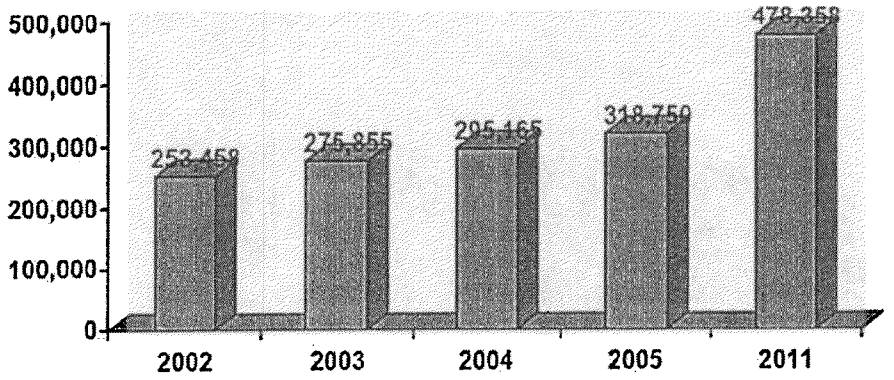
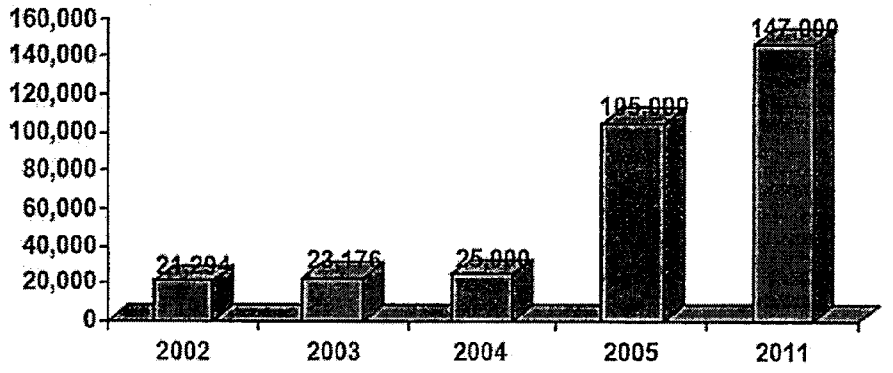
Total	$42,500	$45,600	$49,000	$51,000	73,172	6.2%

Source: Kalorama Information

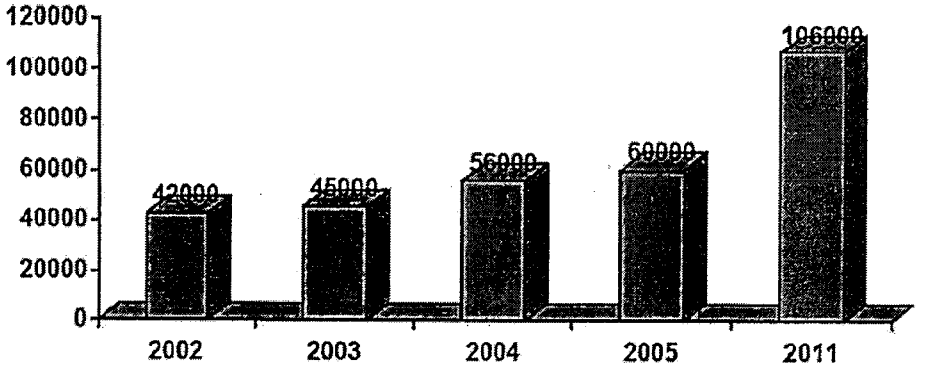
Worldwide Hemodialysis Machine Demand (Installed Capacity Units), 2002-2011



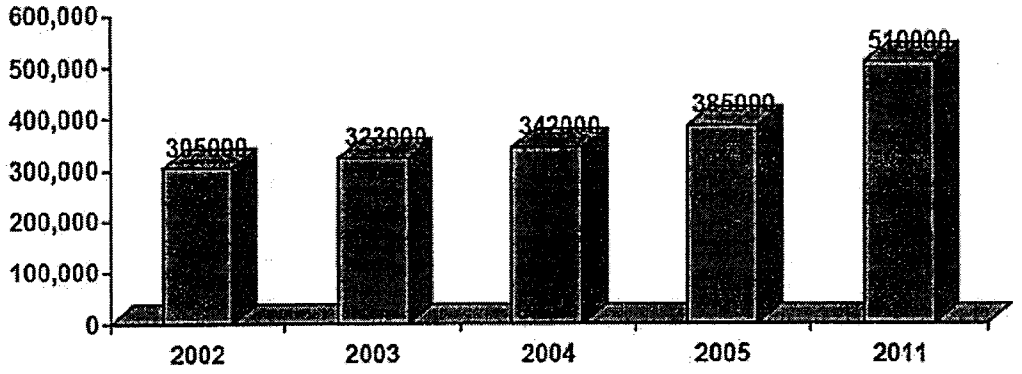
Worldwide Market for Home-Use Hemodialysis Machines, (Installed Capacity in Units),2002-2011



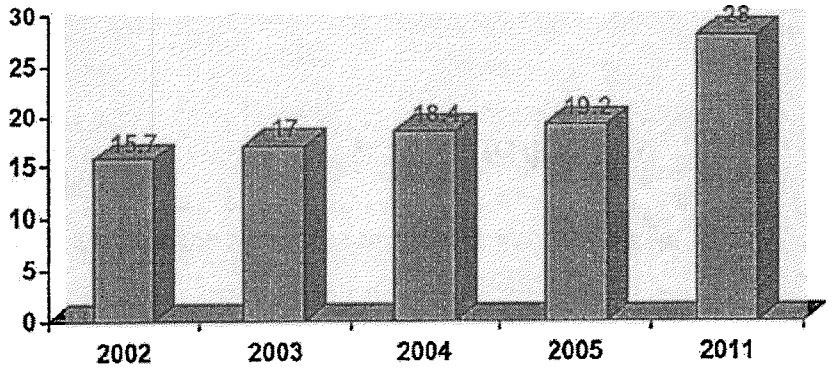
Peritoneal Dialysis Machines Market, Units, 2002-2011



Number of Dialysis Patients in the United States, 2002-2011

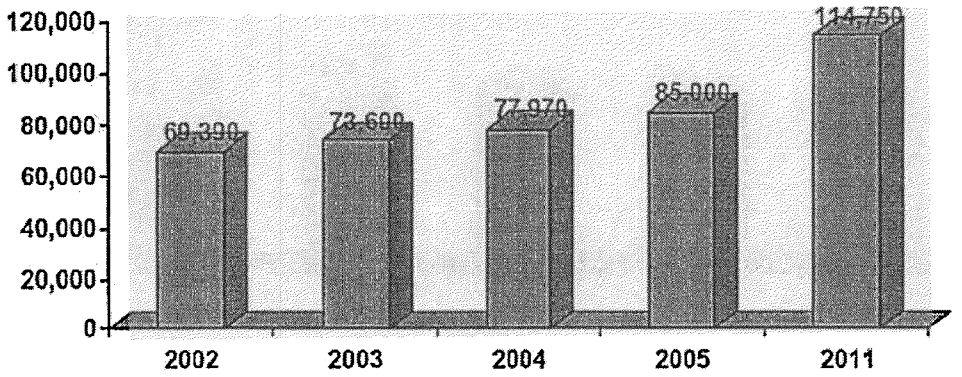


U.S. Dialysis Products & Services Market, Dollar Volume, 2002-2011



Figures in billions of USD
Source: Kalorama Information

U.S. Hemodialysis Machine Market, (Installed Capacity in Units), 2002-2011



- E-LIVER

E-Liver is an artificial liver device for patients with liver failure, enabling plasma separation, absorption and filtration. Liver failure is a life-threatening condition requiring urgent medical care to reproduce the functions of both the synthetic and metabolic functions of the organ, as well as detoxification. The E-Liver takes on the function of the liver in performing the above functions.

Estimated Market Potential for SEPET™			
	North American Market	European Market	Asian Market
Acute-On-Chronic Liver Failure	$1 billion at: $7,500 per course	$1 billion at: $7,500 per course	$7 billion at: $2,500 per course
Prevention of Acute Liver Failure Market in Progressive Chronic Liver Disease	$5+ billion at: $50,000 per course*	$5+ billion at: $50,000 per course*	$10+ billion at: $10,000 per course*

*(1 prevention course equals a one year treatment cycle / an individual treatment costs $1000.00)

- **Heart Muscle Cell Regeneration**

  Heart muscle cell regeneration is an adult stem cell therapy intended to improve cardiac function and designed to be used months or even years after a patient has suffered severe heart damage due to a heart attack or other cause. Myoblasts, or cells that are precursors to muscle cells, are derived from the patient's own body. The myoblasts are removed from a patient's thigh muscle, isolated, grown through the Existing Asian AnC Entity's proprietary cell culturing process, and injected directly into the scar tissue of a patient's heart. An interventional cardiologist performs this minimally invasive procedure using an endoventricular catheter. When injected into scar tissue within the heart wall, myoblasts have been shown to be capable of engrafting in the damaged tissue and differentiating into mature skeletal muscle cells.

Market Demand for AnC Products to be Produced

As stated in a news item published online by CompaniesandMarkets.com, one of the world's largest databases of market research reports and company profiles from leading global publishers and industry analysts, "[t]he global artificial organs market is forecast to reach US $20 billion by the year 2017, primarily driven by the growing demand among patients for organ transplants. Additionally, technological advancements, cost benefits, an aging population, and scarcity of donor organs are some of the other factors which are expected to fuel demand within the artificial organs market in the upcoming years. Owing to major strides made in biomedical science, organ transplantation has rapidly developed into a common medical practice across the world. With an increasing number of patients suffering from late-stage diseases, organ failure has become quite common on a global scale. Meanwhile, the rising success rate of transplantation has been dramatically fuelling organ failure patients to opt for organ transplantation. Helped by an increasing number of patients on the waiting lists, the artificial organs market is expected to show bright prospects in the coming years. The increasing number of product approvals from the FDA and other regulatory authorities across the world would largely increase the number of artificial organ transplantations. The global market for artificial organs is led by artificial kidneys. In developed regions, such as the US and Europe, poor lifestyle continues to be a major factor

leading to renal failure, which makes an increasing number of people dependent on dialyzers at some point in time." See companiesandmarkets.com/news/healthcare-and-medical/artificial-organs/ (11/1/12).

E-Liver: According to a report by Scimitar Equity Research done in October 2007, "[d]espite recent therapeutic advances, mortality in some forms of acute liver failure, specifically fulminant hepatic failure (FHF), remains very high (70%-90%) depending on the etiology and the age of the patient. (Hoofnagle J H, Carithers R L, Shapiro C, Ascher N. Fulminant hepatic failure: summary of a workshop. Hepatology 1995; 21: 240-244.) During the past decade, the emergence of liver transplantation as a treatment of acute liver failure has reduced the mortality rate to 50% or even 20% after more rigorous selection of patients.(Ascher NL, Lake JR, Emond JC, et al. Liver transplantation for fulminant hepatic failure. Arch Surg 1993; 128: 677 - 682.) However due to the severe shortage of liver donors, only 10% of FHF patients receive a transplant. (Lee WM. Acute liver failure. N Engl J Med 1993; 329: 1862-1868.) Moreover, transplant centers are often forced to use steatotic livers in these patients, livers from elderly donors, or cross-type-unmatched grafts. As a result, survival rates in patients transplanted with suboptimal organs are lower than those for other liver transplant recipients.[1] Because of these factors; many patients with FHF develop intracranial hypertension, multiple organ failure, or sepsis and die before a graft becomes available. (Bismuth H, Samuel D, Gugenheim J, ET. Al. Emergency liver transplantation for fulminant hepatitis. Ann Int Med 1987; 107: 337 – 341) Still others do not recover after transplantation because of irreversible brain damage. In addition, there are a significant number of hepatic failure patients who could benefit from liver transplantation but who are disqualified due to medical or psychosocial contraindications. Because of all of the above reasons, there is a need to develop artificial means of liver replacement and/or assistance to help maintain liver failure patients alive until either an organ becomes available for transplantation or the native liver regenerates."

Since the liver plays critical roles in the maintenance of homeostasis and metabolic balance, the impairment of liver function below a critical level leads to lethal complications, such as, encephalopathy, hepatorenal syndrome, and sepsis. These clinical manifestations are presumed to result from abnormal accumulations of hepatic toxins due to substantial decreases in the detoxifying capacity of the liver (Laleman et al, 2006, Alimentary Pharmacology & Therapeutics). Despite the possibility of self-recovery when a liver is impaired, liver transplantation is the only decisive solution for hepatic failure. However, there has been a significant disparity between 'required' and 'available' numbers of donor organs, and only 40% of patients on waiting list receive liver transplantation (OPTN & SRTR 2011: Annual Data Report). The unmet shortage of donor organs has driven the developments of extracorporeal liver support devices. These liver support units can be classified as, biological, bioartificial or artificial units (Jalan et al, 2004, Gut ; Kjaergard et al, 2003, JAMA). However, despite the enormous effort expended on the extracorporeal liver support, only a limited number of artificial liver devices are available clinically, such as, MARS (Molecular Adsorbent Recycling System, Gambro, Sweden) and Prometheus (Fresenius Medical Care, Germany) [1].

Both systems include a separate loop of hemodialysis circuit along with at least two stages of adsorption and an additional step of plasma separation. As a result, despite the superior outcomes with these artificial liver assist devices, various adsorption stages required to replace the detoxification function of liver, particularly in terms of removing protein-bound toxins, unavoidably increases system complexity and cost. According to the early stage of MARS treatment economic analysis, the yearly direct medical cost for MARS treatment per patient has been reported to reach over 36,000 Euro including 14,000 Euro of MARS operation (Hessel, et al, 2010, Eur J Gastroenterol Hepatol).

AnC Bio-VT will manufacture and distribute a simpler liver dialysis system characterized by the use of a multi-functional detoxifying filter, in which plasma separation and subsequent plasma adsorption are combined in a single unit (Lee et al, 2012, Blood Purification). The devised filter markedly simplified the

[1] Rademacher et al, 2011, Gastroenterol Hepatol ; Phua et al, 2008, Curr Opin Crit Care

entire liver dialysis system and, as a consequence, reduces the treatment cost. According to the initial economic analysis, the developed multi-function detoxifying filter is expected to contribute to approximately 40% reduction of acute or acute-on-chronic liver failure treatment cost, which allows us to speculate that although the market information available on the E-Liver system is rather limited, the product will be successfully launched and marketed, creating additional revenue.

- **Heart Muscle Cell Regeneration:** It is projected that worldwide coronary artery disease (CAD) will be the largest cause of disease burden worldwide by 2020, with approximately 82 percent of the increase attributable to the developing world. The demographic and lifestyle changes in developing countries are resulting in an epidemiological transition from perinatal and infectious diseases to non-communicable diseases such as CAD, with Asia being a main region of expected increase in CAD. In China alone, the estimated mortality from cardiovascular diseases is 2.4 million, and the mortality rate is estimated at over 100 per 100,000 in Japan, Malaysia, and Singapore.

Market Demand for Clean Room Space

For the past fifteen years there has been a marked increase in the research and development of human cell related technologies. Studies reveal that hundreds of thousands of square feet of wet lab space is needed to sufficiently support research funding available for biomedical research for the National Institute of Health alone.

"For life sciences entrepreneurs in particular, a shortage of wet lab space presents a huge barrier to launching a new business".* Laboratories that provide specialized environments and equipment are necessary for life science researchers to evaluate their theories and test for results and efficacy of new therapies and devices. There are more sources of capital available to these researchers than there are sophisticated R & D facilities."

*Wet Lab Space and Techventures Foster Life Sciences – Keynotes, December 2010

See also a letter dated November 5, 2012 from Jeff Jimmo, President of One Source Environmental LLC (in Exhibits to the Offering), a long time specialist in providing cleanroom performance testing, maintenance, analytical services and equipment solutions for the Microelectronics, Semiconductor, Aerospace, Food Packaging, Medical Device Manufacturing, Biological Research and Pharmaceutical industries among others, in which it stated that "Start up entities and young businesses working to bring an initial product to market can seldom afford expensive facility construction & start up expenses combined with related ongoing operational and maintenance costs associated with these high tech endeavors. The ability to manage financial resources with priority placed on the "product" versus the "facility" can be a key variable and often time the difference between success and failure. Based on my experience in the Cleanroom arena combined with a general shortage of "for lease" Cleanroom space as well as dialog with many of our customers I am convinced that the AnC Bio VT model could offer a much needed alternative in an underserved industry with the potential to help companies with specific facility requirements mitigate or soften the cost impact of facilitization and alternatively focus a larger percentage of their typically strained budgets' toward the product being comprehended."

In addition, AnC Bio-VT will need a minimum of 20 clean rooms for it's own research and development purposes (please see MOU in Exhibit. Advances on AnC Bio-VT's medical technologies as well as research into advancing it's cell therapy treatments will require a minimum of 20 clean rooms.

Clean Room Space Employees

To meet the GMP requirements, the operators are supposed to work for 8hrs a day and no over-time is allowed. Since the operators are inside of the confined clean rooms wearing an anti-dust gown from head to toe, including a goggle and gloves, by regulation they can only spend maximum six hrs (three hrs in a row, two times a day with a break between the operation hours) at a time in the clean room. Therefore, multiple shifts are necessary to continue the work.

For each bio-safety cabinet (BSC), one operator and one supporter will be assigned to work inside of the clean room so that the operator's hands permanently stay inside of the BSC, thereby reducing the chances of contamination. At the same time, another assistant is assigned to support them from the QC room. To reduce the numbers of workers, we will put two BSCs side-by-side so that one supporter can help those two operators. Therefore, for one shift of operation, we will need two operators, one supporter and one assistant for two BSCs. If we run two shifts a day, we need 8 persons for two BSCs. In addition to that, each clean room needs additional one more person to monitor microbial environment during the operation periods. These numbers of workers are minimally required and can be increased depends on the FDA audit (for example, if the audit does not allow one supporter to support more than one operator, we have to assign one supporter for each operator). Also, the client companies or licensor companies may ask us to assign more workers according to their Standard Operation Procedures.

Since our clean rooms are designed to accommodate one to four BSCs, for the 8 hrs (one shift) of operation of the fifty work-stations in different size of multiple clean rooms and QC rooms, we will need to employ approximately 163 workers for cell therapy - 41 for artificial organ manufacturing and 30 administrative/warehouse employees. With two shifts a day, the total clean room-related workers will be 325.

Competition

Until the end of 2008, many scientists in biology had anticipated that medical devices would be able to treat patients with diseases where cell-based products seemed to be needed. However, as it turned out, medical devices would not be able to do that, and the scientists turned their attentions to the development of cell-based technologies again. That has assisted a boost of the research and the development of cell-based products.

To commercialize the cell-based products successfully however, mass production is essential, but there is a barrier that makes mass production of cell based products difficult. It is essential to grow cells for manufacturing cell-based products and growing cells needs manual work in parts of the process. This mass production capability affects the yield and the productivity of cell-based products. The Existing Asian AnC Entity has developed a process of cell-culture that enables the mass production of cell-based products by automation of most of the work only excepting small part of manual works.

To the best of the General Partner's knowledge, there are no companies or research institutes in the US or any other countries that have a capacity of 50 clean rooms all compliant to the world-leading GLP/GMP guidelines and fully versatile for manufacture of any kinds of cell-based products.

Strategic Positioning

AnC Bio-VT will be in the field of biomedical technology development, mainly in the fields of cell therapy and medical device development. In the cell therapy field, Contracted Manufacturing services (CMO Business) will be offered for the cell therapy companies, which need high quality (cGMP) manufacturing facilities and associated specialists, along with regulatory affair services.

To use the cell therapy products clinically in the United States, the products must be manufactured according to FDA regulation-compliant manners (including cGMP), which include facilities, procedures, materials, and

personnel. (DG Halme 2006; P Au 2012) Establishing the FDA regulation-compliant production system requires extraordinary investments of time, capital and expertise. The facility alone takes about three years to design, construct, commission and validate. In addition to this, resources and time are needed train and certify technical personnel. The cell-based CMO business has a very high entry barrier and in this respect is vastly different from other manufacturing businesses. (DJ Williams 2012)

The facility of AnC Bio-VT will be operated by many highly trained and certified experts and technicians and will manufacture cell therapy products and medical devices in FDA-compliant manners. Companies around the world will be able to rely on the production of their products at this facility with full confidence.

The client companies who would outsource the manufacture of their products to AnC Bio-VT will likely be small and medium size biomedical companies with promising cell therapies on the verge of receiving FDA approval and clearance. The majority of these companies cannot afford their own mass-production facilities since building the facility requires a pre-planned large investment and different sets of expertise. Most of these companies will be pressed to search for a reliable contract manufacturer and AnC Bio-VT's state-of-the-art facility and highly trained personnel will offer a perfect solution. In the coming decades, dedicated CMOs will be key players due to their expertise, equipment, and regulatory tools that most new companies will lack. (BioProcess International 2012, www.bioprocessintl.com)

In recent years, several cell therapy products have received marketing approval from the regulatory agencies of the US, EU and Korea (one in Europe, seven in U.S, three in Korea). (BioProcess International 2011; ISCT 2014) The first therapeutic cellular immunotherapy product approved by the US FDA was Dendreon Corporation's Provenge® in 2010. There have been several dermatological cell products in the US market already, such as Dermagraft® (Shire), Apligraf® (Organogenesis) and Epicel® (Genzyme) as well as the first FDA-approved autologous fibroblast cellular product for wrinkle treatment, laViv® (Fibrocell Science, Inc.). In Europe, ChondroCelect® of the TiGenix NV is the first and only cell-based product approved so far by the European Medicines Agency (EMA) as an Advanced Medicinal Therapy Product (AMTP). In Korea, three cell therapy products (Hearticellgram-AMI® of Pharmicell Co. Ltd., Cartistem® of Medipost, and Cupistem® of Anterogen Co. Ltd.) have been approved by the KFDA, current Korea MFDS.

1,250 cell therapy products are currently undergoing clinical trials worldwide (ISCT 2014). According to PhRMA's 2013, Biologics Report, in the US alone, more than 450 cell therapies clinical trials (excluding about 60 dormant trials) are ongoing, of which at least 15 are in the Phase III stage. (PhRMA 2013 Biologics Report) PhRMA's report suggests that this strong clinical pipeline supports potential market growth as well as new business models of the cell therapy industry. Theoretically, any of these future products could be manufactured in the facility of AnC Bio-VT during and after the clinical trials. Indeed, many of the companies sponsoring the trials are yet to be equipped with mass-production facilities, let alone trained and certified personnel. As those companies approach the final stage of marketing approval, mass production will be a critical need. Rentable cGMP facility and trained personnel along with the ability of contracted manufacturing services, like what AnC Bio-VT will offer, will provide the solutions for the soon-to-be-bottlenecked cell manufacturing industry.

The contracted manufacturing business, or CMO business, of cell therapy products is still in its infancy. Current CMOs are mostly producing the materials for clinical trials on a small scale. The time and financial requirements to establish reliable cGMP facilities and to train personnel dedicated to cell therapy production are the main hurdles of this newly emerging industry. To be operating in the next few years, the companies would have needed to be planned since 2009 or 2010 but the economic environment at that time was not favorable towards cell therapy CMO businesses. Because of this unfavorable economic environment, some companies, such as Dendreon Corporation, tried to operate their own production facility but failed due to the construction related financial burden. Once AnC Bio-VT is established and their credentials acknowledged, the "blue ocean" status of the market will be maintained for a relatively long period and the high demand of the services will be sustained.

The strategy of AnC Bio-VT is to position itself in the critical crossroad of R&D and manufacturing, utilizing its FDA-compliant facility, procedures and personnel, to offer the highest quality manufacturing services. AnC Bio-VT will be able to provide it's state-of-the-art facility staffed with the highly trained and certified production personnel to R&D companies that are not staffed with experienced production crew and do not have high quality manufacturing facilities. AnC Bio-VT, with its knowledge and experience in the operation of cGMP facility, will assure the quality of the products by implementing the concept of the quality by design (QbD) through a thorough understanding of both the products and process. (D Williams 2010)

Considering the rarity of human cell-specific cGMP facilities in the US, a small share of the contracted manufacturing market can exceed tens of millions dollars in revenue even in the early stages of operation. In general, manufacturer's share is usually about 20% of the final end-user's price, and therefore, the manufacturing market share of the $5B industry is $1B. In AnC-Bio VT's first couple years of operation, if a mere 5% of the manufacturing market is captured the facility's portion would still be $50M. As the Projected Income and Expenses Table (page 29) shows, a conservative $32M is projected in revenue from Year Two through Year Five. Currently, the cell therapy market is rapidly growing (BioProcess International 2012, www.bioprocessintl.com) without CMO players, or in other words, without AnC Bio-VT's potential competitors. In this environment, a few cell therapy developers will be acquired by large pharmaceutical companies (and their manufacturing problems will be taken care of) but the majority will have to find ways in which to manufacture their product.

Market penetration

The Joint Venture Entity, on behalf of its owners, the New Commercial Enterprise and AnC Bio USA, LLC, under agreement with the Existing Asian AnC Entity, plans on developing, producing and marketing the products described above throughout the world, with particular focus in the United States once FDA approval is obtained.

Operational Timeline

In the cell therapy field, AnC Bio-VT will offer contracted manufacturing (CMO business) services for the cell therapy companies who do not have high quality (cGMP) manufacturing facilities. AnC Bio-VT will also provide production-related regulatory affair services associated with the cell therapy products. Considering the rapidly growing cell therapy market (to be about $5B in 2016), the contracted manufacturing market of the cell products will provide a new, large business opportunity as well. (BA Syed and JB Evans 2013)

In the first partial year of operations (Year 1 on the Projected Income and Expense Table, Page 29), AnC Bio-VT will only contract manufacture a couple of types of cell therapy products as the focus will be on attaining the credential and the majority of efforts in the first year will be devoted to the establishment of client reliability. This is the rationale behind the first year of operations showing zero revenues from the clean room operations. (See Projected Income and Expenses Table, Page 29). Until AnC Bio-VT attains full confidence of the clients in the field the business will still be under development.

In the first complete year of operations (Year 2 on the Projected Income and Expense Table) AnC Bio-VT will itself occupy at least 20 of the clean rooms for its own research and development purposes. The remainder of the clean rooms and their staff are expected to be contracted to companies that need high quality manufacturing facilities to manufacture and distribute their products.

In the first complete year of operations, Year 2 of operations, AnC Bio-VT's medical device business will also start. AnC Bio-VT will carve into the large dialysis market with C-PAK, and to some degree, into the large E-Liver market as well. There is a good possibility that after fulfilling the necessary requirements, sales of the T-PLS will be made to the US military, which will also boost early revenue increases.

Additionally, AnC Bio-VT's business model includes not only the CMO business, but also production of cell-based vaccine and growth factors as well as cell banking. Growth factors and cell banking can generate small yet immediate revenue. These businesses can be initiated as soon as the facility is built and validated/certified. Members of AnC Bio-VT's leadership team have already contacted companies in the industry, as well as academic institutes, for the manufacturing, alliances, and in-licensing of the cell therapy technologies. By the time the facility is fully operating, AnC Bio-VT will have enough exposure in the industry and all that will be needed is to establish the credentials.

Sales, Expenses and Earnings Forecast

Many factors will affect the Joint Venture Entity's ability to meet these forecasts including but not limited to timing of capital inflow, timing of construction, timing of manufacturing schedules and ability of management to execute on its marketing and sales plans. Having said that, the following table summarizes management's best estimates and projections as to future sales, expenses and earnings for a 5+ period of time after operations commence:

AnC Projected Income and Expenses
Year One - Year Five

Description	Yr One	Yr Two	Yr Three	Yr Four	Yr Five	TOTAL
REVENUE						
Clean room fees, equipment rental and ancillary services	$ -	$ 32,000,040	$ 32,000,040	$ 32,000,040	$ 32,000,040	$ 128,000,160
Stem cells	1,825,000	7,300,000	30,000,000	90,000,000	150,000,000	279,125,000
Artificial organs	375,000	21,150,000	52,750,000	90,850,000	128,950,000	294,075,000
TOTAL REVENUE	2,200,000	60,450,040	114,750,040	212,850,040	310,950,040	701,200,160
COST OF GOODS SOLD	867,750	12,830,000	36,025,000	75,935,000	115,845,000	241,502,750
PRODUCTION LABOR						
Clean rooms	-	14,909,925	14,909,925	14,909,925	14,909,925	59,639,700
Artificial organs	121,500	4,230,000	10,550,000	18,170,000	25,790,000	58,861,500
Administrative	549,113	677,700	677,700	677,700	677,700	
Stem cells	114,750	1,460,000	6,000,000	18,000,000	30,000,000	55,574,750
TOTAL LABOR EXPENSES FOR JCE	785,363	21,277,625	32,137,625	51,757,625	71,377,625	174,075,950
GROSS PROFIT	546,887	26,342,415	46,587,415	85,157,415	123,727,415	285,621,460
SELLING, GENERAL AND ADMINISTRATIVE	1,157,457	2,240,759	2,666,475	3,274,201	3,858,630	13,197,522
INCOME (LOSS) BEFORE TAX, AND DEPRECIATION	$ (610,570)	$ 24,101,656	$ 43,920,940	$ 81,883,214	$ 119,868,785	$ 272,423,938
revision to "EIBTD"=====>	0.0%	0.7%	1.2%	1.9%	2.2%	1.8%

JOB CREATION

Each EB-5 investor is subject to the EB-5 requirement of creating employment positions for ten (10) qualifying employees. Since this project is soliciting 220 investors, the project must create not less than 2,200 new jobs, so that the total jobs will support the I-526 petitions of 220 foreign investors.

Economic Development Research Group, Inc. of Boston, Massachusetts, USA ("EDR") has carried out research on the job creation impact the AnC Bio VT Project will have within the Vermont Regional Center, as well as outside the Vermont Regional Center within the northeastern United States and elsewhereIn the United States. The job creation impact is expected to be large and well beyond what EB-5 regulations require, as noted in the EDR Report (annexed in the Offering and incorporated by reference):

- **The benefits in the Vermont Regional Center are expected to include a net job increase of 789 EB-5 eligible jobs in impact Year 1 and 292 eligible jobs in impact year 2 of the development of the Project, and 886 EB-5 eligible jobs in impact Year 1 of operations, 423 additional eligible jobs in impact Year 2 of operations and 519 additional eligible jobs in impact Year 3 of operations and thereafter.**

- **The benefits are also expected to include a net increase of 256 new jobs to be created in the rest of the United States economy by impact Year 1 of development and 95 eligible jobs by impact Year 2 of development, for a total job increase of in excess of 3,000 EB-5 eligible jobs.**

POSSIBLE EXIT STRATEGIES

The income from operation of the Project is projected to generate sufficient cash flow to enable the Limited Partnership to eventually repurchase Limited Partners' interests, but other options will also be explored by the General Partner, including without limitation, the subdivision of clean rooms into separate condominium units for sale by the Limited Partnership and the sale of the facility to a third party. The General Partner, shall, in its sole discretion, determine when it is appropriate to explore exit strategy implementation, decide which strategy will be pursued and the the terms under which any exit strategy is implemented.

Notwithstanding the foregoing, no interests of EB-5 investors will be repurchased or otherwise redeemed by the Limited Partnership unless such acquisition of investor limited partnership interests complies with the requirements of United States immigration EB-5 laws and regulations.

Each Limited Partner is hereby deemed to acknowledge and agree by executing the Consent to the Limited Partnership Agreement and by investing in the Limited Partnership that nothing outlined or discussed in the Offering Memorandum constitutes a promise or guaranty of redemption of the Limited Partnership interest or the repayment of said Limited Partner's investment in the Project.

Limited Partners may sustain a capital gain or loss if any exit strategy is pursued by the General Partner. Nothing in the Offering shall be construed as an offer to the investor or an agreement with the investor, made now or to be made in the future, to provide the return of investor capital, in whole or in part, to the investor or the investor's nominee now or at any time in the future.

END OF SECTION 2 BUSINESS PLAN

AnC BIO VT

JAY PEAK

Section 3

The Limited Partnership Agreement

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CERTIFICATE OF LIMITED PARTNERSHIP

Name of Limited Partnership: **JAY PEAK BIOMEDICAL RESEARCH PARK L.P.**

Address of Office: 4850 VT Route 242, Jay, Vermont 05859-9621

The latest date upon which the limited partnership is to dissolve: December 31, 2061.

The name and the business address of each GENERAL PARTNER:

ANC BIO VERMONT GP SERVICES, LLC
4850 VT Route 242, Jay, Vermont 05859-9621

The name and place of residence of the initial LIMITED PARTNER:

ANC BIO VERMONT GP SERVICES, LLC
4850 VT Route 242, Jay, Vermont 05859-9621

Amount of cash, description, and agreed value of other property contributed by each limited partner: $10.00 or more dollars.

Restrictions on transferability of interests of Limited Partners are set forth in the Limited Partnership Agreement, on file with the General Partner. The interest of the initial Limited Partner shall be terminated upon the admission of the next Limited Partner, per the terms of the Limited Partnership Agreement.

Process Agent's Name and address (must be a resident of VT, or other registered entity in this state):

Mark H. Scribner
131 Church Street, Suite 300
Burlington, VT 05401

Signature(s)/date: GENERAL PARTNER:
ANC BIO VERMONT GP SERVICES, LLC

By: _____ 8/21/14
William Stenger, Member — Date
4850 VT Route 242
Jay, Vermont 05859-9621

LIMITED PARTNERSHIP AGREEMENT OF
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.
A VERMONT LIMITED PARTNERSHIP

The parties to this Agreement of Limited Partnership of **JAY PEAK BIOMEDICAL RESEARCH PARK L.P.** (the "Partnership" or "Limited Partnership") are:

ANC BIO VERMONT GP SERVICES, LLC, a Vermont limited liability company with its principal place of business at 4850 VT Route 242, Jay, VT 05859, in its respective capacities as the General Partner and the Initial Limited Partner. As additional persons invest in the Partnership, and take such steps as are required hereunder and under the subscription agreements contained in the Confidential Memorandum (as defined in section 2.06(d)) to become Limited Partners, such additional Limited Partners shall become parties to this Agreement and shall be legally bound by the terms and conditions herein.

Recitals

WHEREAS, the parties desire to form a limited partnership to (i) purchase land and on said parcel, (ii) to construct, fit up, furnish, develop and partially lease out a 67,500 square foot facility, and (iii) to enter into a joint venture agreement (the "JV Agreement") with an entity (the "Joint Venturer") owned by AnC Bio VT LLC and that will have a business relationship with AnC Bio Korea Inc. (the "Existing Asian AnC Entity") to create and own a joint venture business (the "Joint Venture Entity") that will (a) operate the new facility, including the research, development, production and distribution of artificial organs, cellular based therapy medicine, stem cell therapy and bioengineering products (collectively the "AnC Bio Products") under distribution and certain intellectual property license or transfer agreements with the Existing Asian AnC Entity, and (b) will operate and staff clean rooms for third parties conducting research into related and other scientific fields (collectively the "Project"); and

WHEREAS, the parties expect to raise substantial funds from, among other investors, persons who are not United States' citizens or lawful permanent residents of the United States and who desire to become limited partners in the Partnership, and this Partnership may enable such investors to become eligible for admission to the United States of America as lawful permanent residents with their spouses and unmarried, minor children; and

WHEREAS, this Agreement sets forth the terms and provisions of the Partnership;

NOW THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

ARTICLE I - Definitions and Rules of Construction

Section 1.01. Definitions.

The following additional defined terms used in this Agreement shall have the meanings specified below:

"Accountants" – Mullah Furman, or such other firm of independent certified public accountants selected by the General Partner that is reasonably acceptable to the Limited Partner.

"Act" - the Vermont Revised Uniform Limited Partnership Act (11 V.S.A. ch. 23) and any corresponding provision or provisions of succeeding law, as it or they may be amended from time to time.

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"Adjusted Capital Account Deficit" - with respect to any Partner, the deficit balance, if any, in the Partner's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts that such Partner is obligated to restore pursuant to any provision of this Agreement, is otherwise treated as being obligated to restore under Treasury Regulation Section 1.704-1 (b)(2)(ii)(c), or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulation Section 1.704-1 (b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adjusted Capital Contribution" - with respect to each Partner, the aggregate capital contributed to the Partnership by such Partner reduced, from time to time, (i) by any return of a Capital Contribution made pursuant to the Agreement, and (ii) by the aggregate distributions of Net Proceeds from a Capital Transaction made to such Partner pursuant to the Agreement.

"Admission Date" - the date on which a Limited Partner is admitted to the Partnership, as set forth in Section 3.02(b).

"Affiliate" - as to the General Partner, any Person who directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of the General Partner.

"Agreement" - this Agreement of Limited Partnership, including the Recitals and all of the exhibits attached hereto and made a part hereof, as amended and in effect from time to time.

"AnC Bio VT" – an existing limited liability company organized in the State of Vermont, USA, that will itself or through others inject $8,000,000 of infrastructure into the Project, will own the Joint Venturer as a wholly owned subsidiary and will facilitate the negotiation of certain business agreements with the Existing AnC Asian Entity to foster the Joint Venture Entity's development and production of AnC Bio Products at the Clean Room Facility.

"Available Cash Flow" - funds provided from operation of the Partnership, without deductions for payments made to service Secured Debt and for depreciation, but after deducting funds used to pay all expenses and other debts of the Partnership, including administrative operational expenses, debt payments other than Secured Debt, capital improvements and less the amount set aside by the General Partner, in the exercise of its sole discretion, for reserves.

"Buildings" – the improvements to be constructed on the Property using Partnership funds, including the Clean Room Facility.

"Capital Account" - the capital account maintained by the Partnership for each Partner, determined in accordance with Section 7.01.

"Capital Contribution" - the total amount of cash or any cash equivalents or property (net of liabilities and commitments secured by such contributed property that the Partnership may have assumed) contributed or agreed to be contributed to the Partnership by each Partner, including all adjustments thereto, as provided in this Agreement.

"Capital Transaction" - the sale or other disposition of all or substantially all of the Partnership

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Property in a single transaction or a series of related transactions.

"Certificate" - the certificate of limited partnership for the Partnership, as it may be amended from time to time, that is prepared and filed in accordance with the Act.

"Clean Room Facility" – the building to be constructed by the Partnership and Development Entity using Partnership funds and non-Partnership funds.

"Code" - the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of succeeding law.

"Consent of the General Partner" - the written consent or approval of the General Partner, which shall be obtained prior to the taking of any action for which it is required hereunder; if there is more than one General Partner, "Consent of the General Partner" shall require the affirmative consent of General Partners holding at least a majority of the aggregate Interests of the General Partners.

"Consent of the Limited Partner" - the written consent or approval of the Limited Partner, which shall be obtained prior to the taking of any action for which it is required hereunder; if there is more than one Limited Partner, "Consent of the Limited Partner" shall require the affirmative consent of sixty-six and two-thirds percent (66.67%) of the Limited Partners authorized to vote.

"Environmental Hazard" - any hazardous or toxic substance, waste or material, or any other substance, pollutant, or condition that poses a risk to human health or the environment, including, but not limited to: (a) any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. as amended, (b) petroleum in any form, lead-based paint, asbestos, urea formaldehyde insulation, methane gas, polychlorinated biphenyls ("PCB's"), radon, or lead in drinking water, except for ordinary and necessary quantities of office supplies, cleaning materials and pest and insect control supplies stored in a safe and lawful manner and petroleum products contained in motor vehicles or otherwise properly stored; (c) any underground storage tanks not properly registered with the appropriate government agencies; or (d) accumulations of debris, mining spoil or spent batteries, except for ordinary trash and garbage stored in receptacles for regular removal.

"Event of Bankruptcy" - with respect to any Person,

(1) the entry of a decree or order for relief by a court having jurisdiction in respect of such Person in an involuntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days;

(2) the commencement by such Person of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or similar law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for such person or for any substantial part of its property, or the making by such Person of any assignment for the benefit of creditors, or the taking of action by such Person in furtherance of any of the foregoing;

(3) the commencement against such Person of an involuntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy insolvency or similar laws which has not been vacated, discharged or bonded within sixty

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(60) consecutive days;

(4) the admission by such Person of its inability to pay its debts as they become due; or

(5) such Person becoming "insolvent" by the taking of any action or the making of any transfer or otherwise, as insolvency is or may be defined pursuant to federal bankruptcy laws, the Uniform Fraudulent Transfer Act, any state or federal act or law, or the ruling of any court.

"Event of Default" - as set forth in Section 9.02(b).

"Final Determination" - with respect to any issue, the earliest to occur of (a) a decision, judgment, decree, or other order being issued by any court of competent jurisdiction, which decision, judgment, decree, or other order has become final (i.e., all allowable appeals filed by the parties to the action have been exhausted or the time for such appeals has expired); (b) the IRS having entered into a binding agreement with the Partnership or having reached a final administrative or judicial determination which, whether by law or agreement, is not subject to appeal; or (c) the expiration of the applicable statute of limitations.

"Fiscal Year" - the calendar year or such other year that the Partnership is required by the Code to use as its taxable year.

"Gain" - the income and gain of the Partnership for federal income tax purposes arising from a sale or other disposition of all or any portion of the Partnership Property.

"General Partner" – AnC BIO Vermont GP Services, LLC and any additional or substitute general partners of the Partnership named in any duly adopted amendment to this Agreement; if there is more than one general partner, "General Partner" shall refer collectively to all such general partners and their successors.

"GP Limited Interests" – as to the General Partner or its Affiliate, its right, title and interest as a Limited Partner in the Partnership in consideration if it must advance funds to complete the Project. The GP Limited Interests shall be in a separate Class B of ownership from the other Limited Partners, under which class the General Partner or its Affiliate shall not share in any Partnership income nor have any voting rights otherwise permitted Limited Partners, but shall share in any gain or loss, or in distributions in the event of a Capital Transaction, on a pro rata basis, *pari passu*, based on its Percentage Interest.

"Initial Limited Partner" – AnC BIO Vermont GP Services, LLC.

"Interest" - as to any Partner, the Partner's right, title, and interest in the Partnership, including any and all assets, distributions, losses, profits and shares of the Partnership, whether cash or otherwise, and any other interests and economic incidents of ownership whatsoever of such Partner in the Partnership.

"IRS" - the Internal Revenue Service of the United States of America.

"JV Agreement" – the joint venture agreement to be entered into by and between the Limited Partnership and a wholly owned subsidiary of AnC Bio VT, for the purpose of creating and owning the Joint Venture Entity that will run the business operations in the Clean Room Facility.

"Land" - an approximately 7 acre parcel of land to be sold to the Limited Partnership pursuant to a Puchase and Sale Agreement to be entered into (the "Purchase Agreement", a draft of which is attached as an Exhibit to the Confidential Memorandum), on which the Buildings will be constructed.

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"Limited Partner" – AnC BIO Vermont GP Services, LLC, as the Initial Limited Partner, and any additional or substitute limited partner or partners of the Partnership as provided herein, in each such person's capacity as a limited partner. If there is more than one limited partner, "Limited Partner" or "Limited Partners" shall refer collectively to all such limited partners. In no event, however, shall there be more than two hundred eight (208) Limited Partners at any one time who are also Qualified Investors (as defined in Section 2.06(a)), unless the General Partner in its sole discretion determines that the Project can support additional Qualified Investors, in which case the General Partner may amend this Agreement to allow for additional Limited Partners who are Qualified Investors. If the General Partner or its Affiliate must advance funds to complete the Project, this Agreement will be modified by the General Partner if necessary and understood to reflect that the General Partner or its Affiliate will be given a Limited Partnership Interest in a separate Class B and also become a Limited Partner (see "GP Limited Interests").

"Limited Partnership Interest" - "Interest" or "Limited Partnership Interest" or "Partner Interest" means the ownership interest of a Partner in the Partnership at any particular time including the right of such Partner to any and all benefits to which such Partner may be entitled as provided in the Agreement and under the Act, together with the obligations of such Partner to comply with all the terms and provisions of the Agreement and Act.

"Loss" - the loss of the Partnership for federal income tax purposes arising from a sale or other disposition of all or any portion of the Partnership Property. If the value at which an asset is carried on the books of the Partnership pursuant to the capital account maintenance rules of Treasury Regulation Section 1.704-1(b) differs from its adjusted tax basis and loss is recognized from a disposition of such asset, the loss shall be computed by reference to the asset's book basis rather than its adjusted tax basis.

"Net Cash Flow" - the amount, determined for any Fiscal Year or portion thereof, equal to the excess, if any, of Cash Flow over the sum of the amounts payable from Cash Flow in such year described in Section 8.01.

"Net Loss" – the net loss of the Partnership for federal income tax purposes for each Fiscal Year.

"Net Profit" - the taxable income of the Partnership for federal income tax purposes for each Fiscal Year.

"Notice" - a writing containing the information required by this Agreement and sent by registered or certified mail, postage prepaid, return receipt requested, or sent by commercial delivery service, by hand delivery, or by telecopy, paid for by the sender, to a Partner at the last address or addresses designated for such purpose by such Partner in Section 16.01 or as provided therein, the date of receipt of such registered mail or certified mail or the date of actual receipt of such writing by commercial delivery service, hand delivery or telecopy, being deemed the date of the Notice.

"Partner" or "Partners" - the General Partner and the Limited Partner, either individually or collectively, and their successors.

"Partnership" – **JAY PEAK BIOMEDICAL RESEARCH PARK L.P.**, a limited partnership formed in the State of Vermont under and pursuant to the Act, and governed by this Agreement. The Partnership is also sometimes referred to herein as the Limited Partnership.

"Partnership Property" - the Partnership's interest (i) as owner of the Land and Buildings, (ii) as a party to the JV Agreement and (iii) as a party to all distribution rights agreements entered into with the Existing Asian AnC Entity or AnC Bio VT.

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"Person" - an individual or entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, cooperative, or association and the heirs, executors, administrators, legal representatives, successors, and assigns of the Person where the context so requires.

"Property" – a 7 acre parcel of real property owned by GSI of Dade County, Inc. and located in Newport, Vermont, which parcel is to be sold to the Partnership, located within the State of Vermont Regional Center.

"Related Documents" – the Confidential Memorandum and exhibits thereto, as defined in Section 2.06(f).

"State" - The State of Vermont.

"Term" - The period of time the Partnership shall continue in existence as stated in Section 2.07.

"Treasury Regulations" - the temporary and final regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

Section 1.02. Rules of Construction.
(a) Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:

(1) words importing the singular number include the plural number and words importing the plural number include the single number;

(2) words of the masculine gender include correlative words of the feminine and neuter genders, and vice-versa;

(3) the headings or captions used in this Agreement are for convenience of reference and do not constitute a part of this Agreement, nor affect its meaning, construction, or effect;

(4) any reference in this Agreement to a particular "Article," "Section" or other subdivision shall be to such Article, Section, or subdivision of this Agreement unless the context shall otherwise require;

(5) Words such as "herein", "hereinbefore," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires; each reference in this Agreement to an agreement or contract shall include all amendments, modifications, and supplements to such agreement or contract unless the context shall otherwise require; and

(6) when any reference is made in this Agreement or any of the schedules or exhibits attached hereto to the Agreement, it shall mean this Agreement, together with all other schedules and exhibits attached hereto, as though one document.

(b) In the event there is more than one Limited Partner or more than one General Partner, the following additional rules of construction shall apply unless otherwise provided:

(1) allocations to the General Partner and Limited Partner of Gain, Net Profits, Net

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Losses and Loss under Article VII, and distributions of Net Cash Flow and Capital Proceeds under Article VIII shall be further allocated and/or distributed between or among the General Partners and/or Limited Partners in proportion to each General or Limited Partner's respective Interest, to be set forth on Exhibit A, as amended. Unless otherwise provided herein, no General Partner shall have a superior right to receive distributions than any other General Partner and no Limited Partner shall have a superior right to receive distributions than any other Limited Partner;

(2) with respect to any matter on which the approval or ratification of the General Partner or the Limited Partner is required or may be given, such approval or ratification shall not be deemed to have been given unless given by Consent of the General Partner or the Consent of the Limited Partner, as the case may be; and

(3) with respect to any matter on which the approval or ratification of the General Partner or the Limited Partner is required or may be given, each General Partner or Limited Partner, as the case may be, shall be entitled to vote.

Section 1.03. Imputation of Knowledge and Notice.
Notice or knowledge received by the Partnership is effective for a particular transaction from the time when it is brought to the attention of the individual conducting that transaction or event, and in any event from the time when it would have been brought to its or her attention if the Partnership had exercised due diligence. The Partnership exercises due diligence if it maintains reasonable routines for communicating significant information to the person conducting the transaction or event and there is reasonable compliance with the routines. Due diligence does not require an individual acting for the Partnership to communicate information unless such communication is part of its or her regular duties or unless he or she has reason to know of the transaction or event and that the transaction or event would be materially affected by the information.

Section 1.04. Successor Statutes and Agencies.
Any reference contained in this Agreement to specific statutory or regulatory provisions, including without limitation the Act and the Code, or to specific governmental agencies or entities shall include any successor statute or regulation, or agency or entity, as the case may be.

ARTICLE II - Partnership Business Purpose

Section 2.01. Formation of Partnership.
The General Partner and the Initial Limited Partner hereby form the Partnership.

Section 2.02. Partnership Name.
The name of the Partnership is " **JAY PEAK BIOMEDICAL RESEARCH PARK L.P.** ".

Section 2.03. Principal Place of Business.
The principal office of the Partnership and the office to be maintained pursuant to the Act shall be located at the offices of **ANC BIO VERMONT GP SERVICES, LLC**, a Vermont limited liability company with its principal place of business currently at 4850 VT Route 242, Jay, VT 05859.

Section 2.04. Registered Agent.
The name and address of the registered agent and registered office of the Partnership for service of process is Mark H. Scribner, 131 Church Street, Suite 300, Burlington, Vermont 05401.

Section 2.05. Title to Partnership Property.
Legal title to Partnership Property shall be in the name of the Partnership, and no Partner, individually, shall have any ownership of or leasehold interest in such Partnership Property, except in

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its capacity as a Partner.

Section 2.06. Purposes of the Partnership.
The purposes, nature, and general character of the business of the Partnership shall consist of:

(a) acquiring, owning, constructing, developing, and holding for economic gain the Partnership Property, including without limitation the Land and Clean Room Facility, and, if appropriate and desirable in the opinion of the General Partner in its sole reasonable discretion but only in compliance with the IN Act, selling or allocating or otherwise disposing of the Partnership Property or any substantial part thereof in settlement of the Limited Partnership Interests;

(b) carrying on any and all activities, to enter into, perform and carry out contracts of any kind necessary to, incidental to or related to the foregoing or the Project in accordance with this Agreement, including without limitation entering into and performing under the Purchase Agreement and the JV Agreement;

(c) mortgaging, selling, transferring, exchanging, subjecting to condominium ownership or otherwise conveying or encumbering all or part of the Partnership Property in furtherance of any and all of the objectives of the Partnership business, but only in compliance with the IN Act;

(d) assisting in enabling no more than two hundred twenty (220) qualified foreign investors at any one time (each a "Qualified Investor") to make qualifying "at risk" investments in a commercial enterprise (each a "Qualifying Investment"), which, though not restricted to such investments, is intended to also meet the requirements under 8 U.S.C.§ 1153 (b)(5)(A) - (D); INA § 203 (b)(5)(A) - (D) of the Immigration & Nationality Act (the "IN Act") and qualify under this program (the "EB-5 Program") as an "Alien Entrepreneur", as more fully described in the JAY PEAK BIOMEDICAL RESEARCH PARK L.P. Private Offering Memorandum, a copy of which has been distributed to each Limited Partner in connection with the offering of Limited Partnership Interests hereunder (the "Offering") and each Limited Partner acknowledges receiving (the "Confidential Memorandum"); and

(e) as to those Qualified Investors who are not United States' citizens or lawful permanent residents of the United States (each an "EB-5 Investor" and collectively, the "EB-5 Investors"), using its reasonable best efforts to assist independent legal counsel acting for EB-5 Investors with the filing of each of the EB-5 Investors' petitions with USCIS, and of verifying required direct and indirect employment until removal of each of the EB-5 Investors' conditions to obtaining permanent residency.

Section 2.07. Partnership Term and Dissolution.
The Partnership shall continue in full force and effect until December 31, 2061 unless sooner terminated in accordance with Article XII. Upon termination of the Partnership, the General Partner shall take all actions necessary to terminate the Partnership in accordance with requirements of this Agreement and the Act.

Section 2.08. Filing of Certificate.
If not already done, the General Partner shall cause the Certificate to be filed with the State in accordance with the Act immediately after the execution of this Agreement by the Partners.

ARTICLE III - Partnership Interests and Sources of Funds

Section 3.01. Identity of Partners and Interests.
The names and business addresses of the General Partner and the Limited Partners are as identified on Exhibit A, as such Exhibit may be amended from time to time in accordance with this Agreement, and each such Partner has the Interest indicated next to its name on Exhibit A. The failure of the General Partner to periodically amend Exhibit A and list each new Limited Partner, however, shall not

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act to limit or detract in any way from each Limited Partner being considered a Limited Partner once its Capital Contribution is made.

Section 3.02. Capital Contributions.

(a) General Partner. Subject to the provisions of this Section, the General Partner shall be obligated to (and does hereby covenant and agree to) contribute to the capital of the Partnership the cash or property set forth after the General Partner's name on Exhibit A. The General Partner shall be obligated or permitted to make additional Capital Contributions to the Partnership only in accordance with this Agreement. The General Partner at its sole option may make additional voluntary Capital Contributions to the Partnership at any time. A portion of the General Partner's Capital Contribution may arise from loan proceeds borrowed to fund construction costs in excess of the Partnership's equity capital, using the Project as security for the loan (the "Secured Debt"). To the extent Secured Debt proceeds cause the Partnership's capital to increase, each Partner's Interest in the Partnership shall be recalculated as a percentage of the sum of the Secured Debt proceeds plus existing General and Limited Partner equity Capital Contributions. The Limited Partners hereby acknowledge, consent and approve of the General Partner granting one or more security interests encumbering all or portions of the Partnership Property, including the Partnership's interest in the Land and Clean Room Facility. The General Partner shall be responsible for repaying the Secured Debt according to its terms from the General Partner's allocation of Available Cash Flow and net proceeds from a Capital Transaction, from the sums distributed to the General Partner upon dissolution of the Partnership, and/or from the General Partner's own funds. In addition, the General Partner intends to use Capital Contributions invested into the Partnership by newly admitted Limited Partners to pay down the principal balance of the Secured Debt, if any. The Limited Partners shall have no obligation or liability for retiring the Secured Debt and at no time shall any Limited Partner who is also a Qualified Investor have its Capital Contribution reduced or repaid in cash with Partnership funds until such time as all I-829 petitions filed under the EB-5 Program for the Qualified Investors have been adjudicated by USCIS, with any appeals having been decided.

(b) Limited Partner. Subject to the provisions of this Section, each Limited Partner shall be obligated to (and does hereby covenant and agree to) contribute to the capital of the Partnership, by wire transfer or other form of available funds, the aggregate amount set forth herein. The subscription amount of each Limited Partner shall equal $550,000 in cash (the "Subscription Amount"), of which $500,000 shall be applied as a Capital Contribution to the Project as investor funds (also referred to as the "Investment") and $50,000 will be paid outright to AnC Bio VT to be applied in its sole discretion to cover administration and other expenses it has incurred in the development of the Project, the preparation and distribution of the Confidential Memorandum, including but not limited to accounting and legal fees, and miscellaneous expenses (collectively, the "Administration Fees").

As further set forth in the Confidential Memorandum, if an investor chooses to reserve an interest in the Limited Partnership by making an escrow deposit of at least $10,000 into an escrow account (the "Escrow Account") to be opened with Peoples United Bank in Burlington, Vermont (the "Escrow Agent"), subject to the terms of an Investor Escrow Agreement which the Investor will need to execute, the Limited Partner making the deposit shall have thirty (30) days to conduct his due diligence, and an additional forty-five (45) days thereafter to complete his investment into the Project by paying the rest of the Subscription Amount into the Escrow Account, which time periods may be extended by the General Partner at its sole discretion.

The Limited Partner shall not be obligated to make any additional Capital Contributions to the Partnership. All required Capital Contributions shall be subject to any applicable adjustments if otherwise permitted by this Agreement. Investment as a Limited Partner is available as a means of financing the installation of necessary infrastructure at the Project, and the planning, acquisition of control or ownership of necessary land and equipment, and construction and start-up of the Clean

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Room Facility. This investment may be beneficial, but is not limited, to investors who seek lawful permanent residence pursuant to the EB-5 Program under the IN Act, as more fully described in the Confidential Memorandum. There are other requirements of the EB-5 Program and other relevant immigration laws which the investor must observe or risk denial of lawful permanent residence pursuant to the EB-5 Program.

Investors shall begin the process to purchase a Limited Partnership Interest by completing the subscription procedure mandated by the Partnership, including (i) completing the required subscription agreements, including signing a consent to this Agreement, (ii) making payment of the balance owed of the Investment, over and above any funds paid to reserve an interest in the Limited Partnership under the Investor Escrow Agreement, and (iii) depositing the Administration Fees into a designated Administration Fees account. Upon acceptance by the General Partner (the "Admission Date"), closing shall occur and the investor will be issued an Interest in the Partnership (at which time each Limited Partner will again be deemed to confirm its acceptance of all of the provisions and terms in this Agreement) and the investor's Investment will be final and irrevocable, subject to the terms hereof.

In the event the General Partner receives official notice of denial of a Limited Partner's I-526 Petition, other than based on the fraud or material misrepresentation of the investor, the Limited Partnership or the General Partner shall arrange to pay back the Investment within ninety (90) days of written request by the Limited Partner and the Interest of such Limited Partner shall automatically be terminated upon such repayment without the necessity for such Limited Partner to take such steps as are required under Section 10.01. The Limited Partner must provide a copy of the notice of such denial to the General Partner to facilitate the return of his Investment and the Limited Partner also agrees to provide the General Partner with copies of all notices received by the Limited Partner in connection with his I-526 and any other petition filed on his behalf in connection with his Investment into the Project. The Limited Partner's rights in this case are limited solely to the return of the $500,000 Investment and once the Investment is returned, the Limited Partner shall no longer have any of the rights and benefits of ownership of an Interest or any right to participate in any manner whatsoever in the affairs of the Partnership.

Upon subscribing to the Offering as set forth in the Confidential Memorandum and becoming a Limited Partner, it is at the sole responsibility and risk of each EB-5 Investor to file their I-526 petition, which each EB-5 Investor agrees to file within ninety (90) days of subscribing. There is no refund of the Investment or the Administration Fees for failure to file, for whatever reason, an EB-5 Investor's I-526 petition, adjustment of status application or I-829 petition. In addition to the time requirement imposed on the EB-5 Investor on the filing of his I-526 petition, the EB-5 Investor agrees to file all applications and petitions within a reasonable period of time of when he is eligible to file such application or petition. In addition, as and as set forth in the Confidential Memorandum, it may be beneficial for EB-5 Investors to file their I-829 petitions as soon as they are entitled to in the event less than all of the jobs projected to be preserved and created by the Project are preserved or created, as such jobs will be allocated with preference first to those EB-5 Investors whose I-829 petitions are approved, then to those EB-5 Investors who have obtained lawful permanent admission to the United States.

If the regional center pilot program, created in support of the EB-5 Program and further described in the Confidential Memorandum (the "Pilot Program"), lapses, for each EB-5 Investor whose I-526 petition is filed with USCIS but not adjudicated on or before the date of lapse, their $500,000 Investment shall remain invested in the Partnership provided:

1. the Pilot Program is reauthorized retroactively or is pending reauthorization within a twelve (12) month period following its lapse, and the EB-5 Investor's I-526 petition is in due course adjudicated; or

2. legislation is enacted or pending providing substantially similar immigration benefits to EB-5 Investors as under the lapsed Pilot Program and the EB-5 Program within a twelve month

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period following the Pilot Program's lapse, and the EB-5 Investor's I-526 petition is in due course adjudicated.

If neither of the events described under 1 and 2 above occur, or are pending as stated, the EB-5 Investor at his option may either remain invested in the Project or request in writing a refund of his Investment of $500,000. Upon receipt of a request of refund to the General Partner, the Investment will be refunded to the requesting EB-5 Investor by the Limited Partnership within a period of ninety (90) days from receipt of such request, and the EB-5 Investor's Interest as a Limited Partner shall automatically be terminated as set forth above with respect to the termination of a Limited Partner's Interest. The EB-5 Investor's rights upon termination of his Interest are limited solely to the return of their Investment of $500,000.

Notwithstanding anything herein to the contrary, in the event that the General Partner or its Affiliate invests funds or makes financial commitments to complete the Project, the General Partner or Affiliate will be issued the remaining unsold Interests in the Partnership for no additional consideration and thereafter hold its Interest(s) subject to the terms of this Agreement. If there are no unsold Interests in the Partnership, the Partnership will create a new class of Limited Partner Interests allocable only to the General Partner or its Affiliate after it funds the completion of the Project, and such GP Limited Interests will be issued in consideration of the General Partner or its Affiliate investing funds to complete the Project, in a number sufficient to reimburse the General Partner or its Affiliate, and thereafter the General Partner or its Affiliate will hold its GP Limited Interests subject to the terms of this Agreement.

Section 3.03 Interest on Capital Contributions
No interest shall be paid to a Partner on Capital Contributions. Interest will be credited by the Partnership to a Partner on the sum of any deemed distributions charged to such Partner's Capital Account from obligations owed to the Partnership by a General Partner arising under section 5.03(b) concerning federal income tax withholding. The interest charged will be computed on a calendar year compounded basis at a rate equal to two percent above the rate of interest from time to time announced by Peoples United Bank to be its "prime rate" or "base rate", such interest to be collected by reduction of any distributions payable to the Partnership immediately following the calculation of the years interest by the General Partner. To the extent that there are no distributions against the interest that can be applied, then the interest will be charged to the Partner's Capital Account. This section 3.03(a) will survive the termination of a Partner's status as a Partner.

Section 3.04 Service of Secured Debt
Payments to service the Secured Debt shall be made by the General Partner out of its share of Available Cash Flow, net proceeds from a Capital Transaction and sums distributed upon dissolution of the Partnership. For the security of the Limited Partners, the Partnership will service the Secured Debt directly out of the General Partner's share of these items including the General Partner's share of distributions to the Partners as set forth in section 8.01. If amounts required for the service of the Secured Debt are in excess of the General Partner's share of these items, then the General Partner will timely pay such amounts from its own funds. In the event that the General Partner fails to repay the Secured Debt according to its terms, any or all of the Limited Partners may, at their option, pay the unpaid amount and the amount paid shall be converted to equity for the benefit of the Limited Partners who made such payment, with the effect that the interest of the General Partner will be pro-rata diluted and the interest of the Limited Partners who paid pro-rata increased. The dilution will not affect the interest of any other Limited Partner who did not make such payments.

Section 3.05. Right to Require Repayment of Capital.
No Partner shall have the right to withdraw from the Partnership all or any part of its Capital Contribution. No Partner shall have any right to demand and receive property of the Partnership in return for its Capital Contribution or in respect of its interest, except as provided in this Agreement. No Limited Partner shall have priority over any other Limited Partner as to any return of Capital Contributions or as to any distributions made by the Partnership pursuant to Article VIII.

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Section 3.06. Deficit Restoration.
If, upon liquidation of

(a) the General Partner's Interest (whether or not in connection with the liquidation of the Partnership), the General Partner has a negative balance in its Capital Account (as determined after taking into account Capital Account adjustments pursuant to Section 7.01 as well as adjustments for the Partnership Fiscal Year during which the liquidation of the General Partner's Interest occurs, other than those for contributions made pursuant to this Section), then the General Partner shall be required to contribute to the capital of the Partnership, immediately prior to the liquidation of its General Partner's Interest, the amount necessary to restore its Capital Account to zero. Such contributions shall be receipts of the Partnership available for payment of operating expenses and debts of the Partnership or distribution to the Partners, in accordance with the terms of this Agreement; and

(b) the Limited Partner's Interest (whether or not in connection with the liquidation of the Partnership), the Limited Partner has a negative balance in its Capital Account, the Limited Partner shall have no obligation to make any contribution to the capital of the Partnership and the negative balance of the Limited Partner's Capital Account shall not be considered a debt owed by the Limited Partner to the Partnership or any other Person for any reason whatsoever.

Section 3.07. No Third-Party Beneficiary.
None of the provisions of this Agreement shall be construed as existing for the benefit of any creditor of the Partnership or for the benefit of any creditor of the Partners, and no provision shall be enforceable by a party not a Partner.

ARTICLE IV - Right to Mortgage

Section 4.01. Right to Mortgage.

(a) In the General Partner's sole reasonable discretion and to facilitate the purposes of the Partnership, the General Partner may, in the name and on behalf of the Partnership, borrow money (including but not limited to Secured Debt) and issue evidences of indebtedness and secure the same by granting mortgages and security interests pledging all or any portion of the Partnership Property, and to pay, prepay, extend, amend or otherwise modify the terms of any such borrowing and to sign any documents required on behalf of the Partnership in connection with said transaction(s), without the consent and signatures of the Limited Partners. The Limited Partners hereby acknowledge, consent and approve of same transaction(s).

(b) Except to the extent required by any lender and agreed to by the General Partner, no General Partner shall have any personal liability to such lender(s) or to the Partnership for the payment of all or any part of borrowed money or Secured Debt of the Partnership, except for customary exclusions for fraud, misappropriation of funds or waste.

ARTICLE V - Rights, Powers and Obligations of the General Partner

Section 5.01. Authority of General Partner.

(a) Subject to the terms of this Agreement, the General Partner shall be further responsible for the overall management and control of the business assets and affairs of the Partnership, and the General Partner shall have the right, power, and authority, acting for and on behalf of and in the name of the Partnership, to: (i) execute and deliver on behalf of the Partnership any contract, agreement, or

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other instrument or document required or otherwise appropriate to acquire, construct, lease, operate, encumber, mortgage or refinance the Partnership Property (or any part thereof), including without limitation the Purchase Agreement and the JV Agreement; (ii) convey Partnership Property by deed, mortgage, certificate, bill of sale, agreement, or otherwise, as appropriate; (iii) bring, compromise, settle, and defend actions at law or in equity; (iv) delegate its authority, power, and right to manage the Partnership Property provided, however, that any such delegation shall not relieve the General Partner of its obligations and responsibilities to ensure the proper management of the Partnership Property unless it finds a suitable replacement General Partner as governed by Section 9.01; and (v) use Partnership funds in performance of its rights, duties and powers, and reimburse itself for its incurred costs to exercise its rights and perform its duties; (vi) set up various accounts, reserves and other financial facilities to further the business objectives of the Project; and (vii) subject the Land and Buildings to condominium ownership in its sole reasonable discretion.

(b) The General Partner shall

(i) cause the Partnership to do all things necessary to maintain its status as a limited partnership in good standing and to enable the Partnership to engage in its business;

(ii) not act in any manner that will cause the Partnership to fail to qualify as a limited partnership under the Act, or the Limited Partner to be liable for Partnership obligations;

(iii) cause the Partnership to take all commercially reasonable actions under the laws of the State and any other applicable jurisdiction that are necessary to protect the limited liability of the Limited Partner under the Act;

(iv) during and after the period in which it is a Partner, provide the Partnership with such information and sign such documents as are reasonably necessary for the Partnership to make timely, accurate and complete submissions of federal and state income tax returns;

(v) furnish to counsel for the Limited Partner promptly as and when requested in connection with the rendering of any legal opinion concerning federal income tax relating to the Limited Partner's investment in the Partnership all documents reasonably requested by counsel for the Limited Partner;

(vi) promptly inform the Limited Partner of any litigation, action, investigation, event, or proceeding that is pending which, if adversely resolved, would have a material adverse effect on the Partnership or the Partnership Property; have a material adverse effect on the ability of the General Partner to perform its obligations under this Agreement; or have a material adverse effect on the financial condition of the General Partner;

(vii) promptly inform the Limited Partner if it receives notice of any violation with respect to the Partnership Property of any law, rule, regulation, order, or decree of any governmental authority having jurisdiction, which would have a material adverse effect on the Partnership Property or the use, occupancy, or operation thereof;

(viii) negotiate and enter into the JV Agreement with the Joint Venturer to create and own the Joint Venture Entity to operate the Clean Room Facility, in compliance with all applicable federal, state and local governmental regulations, ordinances, laws and rules, and this Agreement;

(ix) cause the Partnership to maintain necessary insurance against risks that are of a character usually insured by Persons engaged in a similar business and in form and amount and covering such risks as is usually carried by such Persons;

(x) take all actions necessary to ensure that the Partnership Property contains no, and is not affected by the presence of, any Environmental Hazard, and to ensure that the Partnership Property

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is not in violation of any federal, or local statute, law, regulation, rule, or ordinance. It shall promptly deliver to the Limited Partner a copy of any notice received from any source whatsoever of the existence of any Environmental Hazard on the Partnership Property or of a violation of any federal, state, or local statute law, regulation, rule or ordinance, including any Environmental Law with respect to the Partnership Property. If any Environmental Hazard is found to exist or be present, it shall commence promptly the taking of action to assure it will be either removed from the Partnership Property and disposed of or encapsulated and/or otherwise corrected, contained and made safe and inaccessible, all in strict accordance with federal, state and local statutes, laws, regulations, rules and ordinances;

(xi) investigate and report to the Limited Partner any bona fide proposal or offer of any Person, including any Partner, to acquire the Partnership Property or any part thereof;

(xii) set up one or more reserve fund accounts with Partnership funds and disburse funds from such accounts in an amount sufficient, so far as it is able, to meet the obligations of the Partnership;

(xiii) identify additional Limited Partners and provide information on the Project and the Partnership to them, but in no case will the General Partner give advice on investment into the Project;

(xiv) perform services in connection with the development of the Clean Room Facility. Further services of the General Partner shall include, but not be limited to, act on behalf of the Partnership with federal, state and local authorities with respect to the Project; monitor compliance with zoning, land use and other requirements; and prepare or cause to be prepared such third party studies as it deems necessary in connection with the acquisition, sale and leasing of the Partnership Property and construction of the Clean Room Facility and other necessary improvements on the Partnership Property;

(xv) deal with and, if appropriate, use Partnership funds to purchase or otherwise redeem a Limited Partner Interest that is the subject of an insolvency or bankruptcy proceeding;

(xvi) directly or through its designee or in concert with a third party, including without limitation AnC Bio VT, oversee construction of the Clean Room Facility and any other improvements;

(xvii) to landscape the property adjoining the Clean Room Facility and contribute Partnership funds to the costs thereof;

(xviii) Expenses: The Partnership shall promptly pay all costs and expenses of the Project which may include, but is not limited to:

1) Printing and all other expenses incurred in connection with insurance, distribution, transfer, registration and recording documents evidencing ownership of an interest in the Partnership in connection and with the business of the Partnership.

2) Fees and expenses paid to contractors, bankers for financing facilities, brokers and services, leasing agents, consultants, on site managers, real estate brokers, insurance brokers and other agents, including Affiliates of the Partnership, or any General Partner or its officers.

3) Expenses in connection with the acquisition, preparation, improvement, development, disposition, replacement, alteration, repair, remodeling, refurbishment, leasing, renting, costs of insurance, financing and refinancing of Partnership Property.

4) All costs of personnel directly employed by the Partnership or performing services for the Partnership.

5) All costs of borrowed money (except the Secured Debt) including repayment of advances to the Partnership made by a Partner, which shall be paid monthly, interest only at a rate equal to two percent above the rate of interest from time to time announced by Peoples United Bank

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to be its "prime rate" or "base rate", and repaid in one lump sum five years after the date of the initial advance.

6) Legal, audit, accounting, brokerage and other fees including expenses of organizing, revising, amending, converting, modifying or terminating the Partnership.

7) Expenses in connection with distributions made by the Partnership to, the communications and book keeping and clerical work necessary in maintaining relations with, Limited Partners.

8) Expenses in connection with preparing and mailing reports required to be furnished to Partners for required tax reporting or other purposes which the General Partner deems appropriate, cost incurred in connection with any litigation, including any examination or audits by regulatory agencies, and costs of preparation and dissemination of informational material and documentation relating potential sale, refinancing or other disposition of Partnership Property;

(xix) loan, or otherwise contribute equity to the Partnership, either directly or by an Affiliate, such funds as are necessary to complete the Project in the event the funds of the Partnership, after all Limited Partner Interests available for Qualified Investors have been sold, are insufficient to complete the Project, but in no event will a loan by the General Partner or an Affiliate be a personal liability or obligation of any Limited Partner, and the General Partner or Affiliate shall have no recourse to recoup such a loan against any Limited Partner; and

(xx) issue certificates representing Limited Partnership Interests to all Limited Partners, including Class A and Class B Interests if applicable, and take such other steps if required to evidence or set up different classes of ownership in the Partnership.

In consideration for agreeing to act as General Partner, and for any services already performed as set forth in this Agreement, the General Partner has received its Interest, and will not be compensated in any additional way. **Without limiting the foregoing, the General Partner may not receive any compensation for any advice or representations made to any Limited Partner, the General Partner expressly disavows giving any advice to Limited Partners for the purpose of inducing them to invest into the Project and Limited Partnership or otherwise, and each Limited Partner by executing the consent to the Agreement acknowledges that no advice or representations have been made by the General Partner or any person on its behalf for the purpose of inducing them to invest into the Project and Limited Partnership or otherwise.**

(c) Except for matters for which Consent of the Limited Partner is required as set forth in Section 5.02(b), all decisions made for and on behalf of the Partnership by the General Partner shall be binding upon the Partnership. Except as expressly otherwise set forth in this Agreement, the General Partner (acting for and in the name and on behalf of the Partnership), in extension and not in limitation of the rights and powers given it by law or by the other provisions of this Agreement, shall, in its sole discretion, have the full and entire right, power and authority, in the management of the Partnership's day-to-day business, to do any and all acts and things necessary, proper, ordinary, customary or advisable to effectuate the purposes and to conduct the business of the Partnership.

Section 5.02. Limitations on the Authority of the General Partner.

(a) Notwithstanding any other provision of this Agreement, the General Partner shall have no authority to perform any act in violation of any applicable law or regulations; to do any act required to be approved, consented to, voted on, or ratified by the Limited Partner under the Act or under this Agreement unless such approval, vote, consent, or ratification has been obtained; to cause the Partnership to engage in any business other than as set forth in Section 2.06; or do any act that would make it impossible to carry out the business of the Partnership as contemplated herein.

(b) In addition, the prior Consent of the Limited Partner is required before the General Partner may:

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(i) sell, mortgage or convey all or any substantial portion of the Partnership Property, other than (a) the entering into the JV Agreement to operate the Clean Room Facility or subjecting the Land and Clean Room Facility to condominium ownership or (b) as otherwise set forth in Section 3.02(a) or Section 4.01(a);

(ii) acquire any real property in addition to the Partnership Property (other than land, easements, rights of way or similar rights required by governmental rule or regulations, or necessary or convenient for the development of the Partnership Property, including without limitation the leasing of the Clean Room Facility);

(iii) voluntarily file a bankruptcy petition on behalf of the Partnership;

(iv) dissolve or wind up the Partnership except as set forth in Article 12;

(v) confess any judgment;

(vi) modify or amend this Agreement except as expressly provided in this Agreement;

(vii) admit any Person as a Partner, except as otherwise provided in this Agreement;

(viii) borrow from the Partnership or commingle Partnership funds with the funds of any Person; or

(ix) receive any rebates or give-ups or participate in any reciprocal business relationships in circumvention of this Agreement.

(c) In addition, the General Partner may be replaced by the Limited Partner pursuant to Section 9.02.

Section 5.03. Tax Matters Partner.

(a) AnC BIO Vermont GP Services, LLC, in its capacity as General Partner, is hereby designated as the tax matters partner and shall maintain the books and records of the Partnership, and shall be responsible, on a timely basis, for (i) preparing all required tax returns and related information, (ii) making all tax elections, if appropriate, and (iii) preparing all financial information, all in accordance with this Agreement. It shall keep the Partners informed of all administrative and judicial proceedings, shall furnish to each Partner (within five days after receipt) a copy of each notice or other communication received by it from the IRS, and shall not respond to any notice or other communication from the IRS which questions or challenges any item which has been or may be reported on a Partnership tax return until after notice of the proposed response is given to the Limited Partner. It shall have no authority, without the Consent of the Limited Partner, to (i) enter into a settlement agreement with the IRS which purports to bind Partners other than the General Partner, (ii) file a petition as contemplated in Section 6226(a) or 6228 of the Code, (iii) intervene in any action as contemplated in Section 6226(b) of the Code, (iv) file any request contemplated in Section 6227(b) of the Code, (v) enter into an agreement extending the period of limitations as contemplated in Section 6229(b)(1)(B) of the Code, (vi) to file any tax related litigation in a court other than the United States Tax Court, or (vii) submit any report to the IRS.

(b) Federal Income Tax Withholding: In the event any of the Partners are subject to federal income tax withholding, the General Partner is authorized to withhold any sums required by the Internal Revenue Code even if such withholding conflicts with any of the terms and conditions of this Agreement or otherwise affects distributions, allocations or payments to the Partners. In the event that the General Partner learns of withholding obligations subsequent to the distribution to which the withholding obligations relate, the General Partner will issue an invoice to the Partner. If the invoice is not paid within sixty (60) days, the General Partner will charge the amount against the Partner's Capital Account. This section will survive the termination of a Partner's status as a Partner.

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Section 5.04. Outside Activities.
The General Partner shall devote to the management of the business of the Partnership so much of its time as it deems reasonably necessary in order to comply with this Agreement. The General Partner and its Affiliates, and their officers, directors, agents, employees, representatives, attorneys, accountants and other persons operating on its behalf, may engage in and possess any interest in other business ventures (including limited partnerships) of every kind, nature, and description whatsoever, independently or with others, whether existing at the date hereof or hereafter coming into existence, including, without limitation, acting as general partner or limited partner of other partnerships that own, directly or through interests in other partnerships, projects similar to, or in competition with, the Clean Room Facility. Neither the Partnership nor the Partners shall have any rights by virtue of this Agreement in or to such other business ventures or to the income or profits derived therefrom and nothing shall be construed to render them partners in any such business ventures.

Section 5.05. Liability to Partnership and Limited Partner.
The General Partner, and its Affiliates, and their officers, directors, agents, employees, representatives, attorneys, accountants and other persons operating on its behalf shall not be liable, responsible, or accountable in damages or otherwise (including attorneys fees and expenses) to the Limited Partner or to the Partnership for any acts performed in good faith and within the scope of authority of the General Partner, or its Affiliates if any of the General Partner's duties have been contractually delegated to them, pursuant to this Agreement.

Section 5.06. Indemnification of General Partner.
(a) To the maximum extent permitted by law, the Partnership shall indemnify, defend, and hold harmless each General Partner and its Affiliates, and their officers, directors, agents, employees, representatives, attorneys, accountants, consultants and other persons operating on its behalf from and against any loss, liability, damage, cost, or expense (including reasonable attorney's fees) arising out of or alleged to arise out of any demands, claims, suits, actions, or proceedings against the General Partner, by reason of any act or omission performed by it (including its employees and agents) while acting in good faith on behalf of the Partnership and within the scope of the authority of the General Partner pursuant to this Agreement, and any amount expended in any settlement of any such claim of liability, loss, or damage; provided, however, that (i) the General Partner must have in good faith believed that such action was in the best interests of the Partnership, and such course of action or inaction must not have constituted breach of its fiduciary duty; and (ii) any such indemnification shall be recoverable from the assets of the Partnership, not from the assets of the Limited Partner, and no Partner shall be personally liable therefore. This indemnity shall be operative only in the context of third-party suits, and not in connection with demands, claims, suits, actions or proceedings initiated by any Partner or any Affiliate thereof against another Partner. In no event, however, shall a Limited Partner bring suit against the General Partner, or recover damages from the General Partner, in an amount that exceeds the amount invested by the Limited Partner in the Partnership.

(b) Notwithstanding anything contained in this Section, the General Partner shall not be indemnified or saved harmless from any liability, loss, damage, cost, or expense incurred by it in connection with: (i) any civil or criminal fines or penalties imposed by law; (ii) any claim or settlement involving the allegation that federal or state securities laws were violated by the General Partner or the Partnership, except as to a claim asserted by the Limited Partner; or (iii) any claim involving breach of a fiduciary duty, unless (A) the General Partner is successful in defending such action on the merits, or (B) such claims have been dismissed in favor of the General Partner with prejudice on the merits by a court of competent jurisdiction, or (C) a court of competent jurisdiction approves a settlement and determines that the General Partner is entitled to costs.

(c) The General Partner, when entitled to indemnification pursuant to this Section, shall be entitled to

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receive, upon application therefore, reasonable advances to cover the costs of defending any proceedings against it but only if (i) the action relates to the performance of the duties or services by the General Partner on behalf of the Partnership; (ii) the action is commenced by a third party who is not a Partner or Affiliate thereof; and (iii) the General Partner covenants in advance to repay the advance of funds to the Partnership in accordance with this Section in the event it is determined that the General Partner is not entitled to indemnification hereunder. All rights of the General Partner to indemnification shall survive the dissolution of the Partnership and the death, retirement, incompetency, insolvency, bankruptcy, or withdrawal of the General Partner.

Section 5.07. Dealing with Affiliates: Fees.
The General Partner may, in the name and on behalf of the Partnership, enter into agreements or contracts for performance of services for the Partnership with an Affiliate or designee of the General Partner, including without limitation services necessary to oversee construction of the Clean Room Facility and other improvements, and the General Partner may obligate the Partnership to pay compensation for and on account of any such services; provided, however, such compensation shall be at costs to the Partnership not in excess of those disclosed in the Confidential Memorandum, but such limitation on costs shall not prevent the General Partner, if necessary, from advancing funds to complete the Project and being reimbursed with the grant of GP Limited Interests.

ARTICLE VI - Rights and Obligations of the Limited Partner

Section 6.01. Management of the Partnership.
To the full extent permitted by the Act and without being deemed a general partner, each Limited Partner shall participate in the management of the business of the Partnership by making suggestions or recommendations to the General Partner on issues of policy important to the Partnership, by participating in one or more of the activities set forth in 11 V.S.A. §3423(b), and as otherwise set forth in Section 5.02(b) and Section 9.02. The Limited Partner shall not have the power or authority, however, to bind the Partnership or to sign any agreement or document in the name of the Partnership.

Section 6.02. Limitation on Liability of the Limited Partner.
Notwithstanding any other provision of this Agreement, the liability of the Limited Partner shall be limited to its Capital Contributions at any given time as and when payable under the provisions of this Agreement. The Limited Partner shall not have any other liability to contribute money to or in respect of the liabilities, obligations, debts or contracts of the Partnership, nor shall the Limited Partner be personally liable for any liabilities, obligations, debts or contracts of the Partnership. A Limited Partner shall be liable to the Partnership only to make payment of its Capital Contribution as and when due and, after its Capital Contribution shall be fully paid, no Limited Partner shall, except as otherwise required by the Act, be required to make any further Capital Contributions or lend any funds to the Partnership.

Section 6.03. Outside Activities.
Nothing herein contained in this Agreement shall be construed to constitute the Limited Partner the agent of any other Partner hereof or to limit in any manner the Limited Partner in the carrying on of its own businesses or activities. The Limited Partner may engage in and possess any interest in other business ventures (including limited partnerships) of every kind, nature and description, independently or with others, whether existing as of the date hereof or hereafter coming into existence, including, without limitation, acting as general partner or limited partner of other partnerships which own, directly or through interests in other partnerships and projects similar to, or in competition with, the Project. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in or to any such other business ventures or to the income or profits derived therefrom and nothing shall be construed to render them partners in any such business ventures.

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Section 6.04. Inspection of the Project.
The Limited Partner and/or its agent or designee shall have the right to inspect the Project upon reasonable notice to the General Partner and the General Partner shall provide all reasonable assistance to the Limited Partner in such effort.

Section 6.05. Representations.
The Limited Partners who are Qualified Investors each represent, warrant, and covenant to the Partnership and the General Partner, in addition to all other representations as are contained in this Agreement, as follows:

(a) He is an "accredited investor" within the meaning of the definition in Rule 501(a), promulgated under the Securities Act of 1933 (the "Securities Act");

(b) He is responsible for obtaining his own advice regarding the Investment, including without limitation income tax advice, can bear the economic risk of his Investment, and has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the Investment in an Interest in the Partnership;

(c) He is acquiring his Interest in the Partnership for investment for his own account, and not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that he has no present intention to sell, grant any participation in, or otherwise distribute the same;

(d) None of the Interests in the Partnership have been registered under the Securities Act or any applicable state securities laws on the basis that the sale provided for in this Agreement and the issuance of the Interests hereunder are exempt from registration under the Securities Act and any applicable state securities laws;

(e) He has received and reviewed, and understands and is fully satisfied with, all of the information and documentation he considers necessary or appropriate when deciding whether to purchase an Interest in the Partnership, including but not limited to the Confidential Memorandum, all exhibits thereto and all financial information disclosed therein or under this Agreement; has had the opportunity to ask questions and receive answers from the General Partner and the Partnership regarding the terms and conditions of the purchase of an Interest in the Partnership and the business, properties, prospects, and financial condition of the Partnership; and has had the opportunity to review the books and records of the Partnership and to obtain additional information (to the extent the Partnership possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to it or to which it had access;

(f) Its Interest in the Partnership may not be sold, transferred, or otherwise disposed of without registration under the Securities Act and any applicable state securities laws or an exemption therefrom and compliance with this Agreement, and in the absence of an effective registration statement covering its Interest in the Partnership or an available exemption from registration under the Securities Act and any applicable state securities laws, its Interest must be held indefinitely;

(g) Any certificate or other document evidencing a partnership interest in the Partnership shall be endorsed with a legend substantially in the form set forth below:

THE INTEREST IN THE PARTNERSHIP REPRESENTED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER THE VERMONT UNIFORM SECURITIES ACT (2002) OR SECURITIES LAWS OF ANY OTHER JURISDICTION AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACTS, OR UNLESS THE PARTNERSHIP HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE SATISFACTORY TO THE PARTNERSHIP AND ITS COUNSEL THAT SUCH REGISTRATION IS

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NOT REQUIRED;

(h) No representation, warranty or statement by it in this Agreement or in any document, certificate or schedule furnished or to be furnished to the General Partner pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading; and

(i) That nothing set forth in this Agreement constitutes a guaranty of repayment of said Limited Partner's Capital Contribution or can be considered a redemption agreement, and such Capital Contribution is totally at risk.

ARTICLE VII - Allocations of Profits and Losses

Section 7.01. Maintenance of Capital Accounts.
The Partnership shall maintain a Capital Account for each Partner. Each Capital Account shall be maintained in accordance with Treasury Regulation Section 1.704-1 (b)(2)(iv). To each Partner's Capital Account there shall be credited such Partner's Capital Contributions, and its distributive share of Net Profits and Gains and any item in the nature of income or gain allocated to such Partner pursuant to Section 7.02. From each Partner's Capital Account there shall be debited the amount of cash and the fair market value (as of the date of distribution) of any Partnership property (net of liabilities securing the distributed property that such Partner assumes or subject to which such Partner takes the distributed property) distributed to such Partner pursuant to any provision of this Agreement and the Partner's distributive share of Net Losses and Loss and any items in the nature of expenses or deductions that are allocated to the Partner pursuant to Section 7.02 and to the amounts charged under section 5.03(b) to such Partner. This Section is subject to the caveat that the General Partner or its Affiliate, if it is allocated GP Limited Interests, will not be allocated any income towards such GP Limited Interests.

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Section 7.02. Profits and Losses.

After giving effect to the special allocations set forth in Section 7.03, the Net Profits, Net Losses, Gain and Loss of the Partnership shall be allocated pursuant to each Limited Partner's Interest or, in the event of Secured Debt being assumed by the Partnership, in the same manner as their proportionate share of Available Cash Flow and net proceeds from a Capital Transaction, provided, however, that no Net Profits, Net Losses, Gain and Loss of the Partnership for any Fiscal Year shall be allocated to a Limited Partner to the extent such allocation would cause or increase an Adjusted Capital Account Deficit with respect to that Partner, and those Net Losses, Losses or Partnership deductions shall instead be allocated to the General Partner. Any intangible expenses including, but not limited to, depreciation or amortization are to be allocated in accordance with each Partner's Interest.

Section 7.03. Special Allocations and Limitations.

(a) Notwithstanding the provisions of Section 7.02, Partners shall be specially allocated items of Partnership Net Profits, Net Losses, Gain and Loss to comply with the Code and with all applicable Treasury Regulations regarding special allocations for partners of a partnership (the "Regulatory Allocations"). Such provisions include, but are not limited to, minimum gain chargeback requirements, changes in recourse and nonrecourse debts and liabilities, and elimination of Adjusted Capital Account Deficits. The Regulatory Allocations shall be taken into account in allocating other profits, losses and other items of income, gain, loss and deduction to the Partners so that, to the extent possible, the net amount of such allocations of profits and losses and other items shall be equal to the amount that would have been allocated to each Partner had the Regulatory Allocation not occurred. The Tax Matters Partner shall have the absolute discretion to apply the Regulatory Allocations in a manner consistent with this Agreement, and to make any and all determinations of special allocations thereunder.

(b) The respective interest of the Partners in the Net Profits, Net Losses, Gain, and Loss or items thereof shall remain as set forth above unless changed by amendment to this Agreement.

ARTICLE VIII - Cash Distributions

Section 8.01. Distributions of Available Cash Flow.

Available Cash Flow shall be distributed by the General Partner to and among the Partners and for the purposes below, within thirty (30) days after the close of each calendar month, as follows:

(a) first, to the repayment or part thereof of any remaining unpaid loans made by the General Partner or its Affiliates or third party interests to the Partnership;

(b) second, to the payment of any debts owed to the Limited Partners; and

(c) the balance to the Partners according to their interests.

Notwithstanding the foregoing, it will be up to the General Partner in its sole discretion and if in the best interest of the Partnership to make any distributions. Distributions can only be made monthly, or such extended period of time, as the General Partner, in its sole discretion, may deem appropriate from the accumulated balance of Available Cash Flow.

Section 8.02. Distributions of Proceeds from Capital Transaction.

Proceeds from a Capital Transaction (defined as the net proceeds, after all costs, expenses and

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payments to Affiliates and any third party interests, upon liquidation of the Partnership resulting from the sale of the Partnership Property as set forth in Article XII), shall be distributed to and among the Partners in the following amounts and order of priority:

(a) first, to the payment of all matured debts and liabilities of the Partnership other than debts, liabilities and fees owed to Partners or their Affiliates;

(b) second, to the repayment of any remaining unpaid loans from the General Partner or its Affiliates to the Partnership;

(c) third, to the payment of any debts owed to the Limited Partner and their Affiliates;

(d) fourth, to the Partners to the extent of their Adjusted Capital Account Deficits; and

(e) last, to the Partners (including the General Partner or its Affiliate as to GP Limited Interests if applicable) according to their Percentage Interests in the Partnership.

Section 8.03 Deficit Capital Accounts at Liquidation

The Limited Partners shall have no liability to the Partnership, to the General Partners or to the creditors of the Partnership on account of any deficit balance in their capital accounts upon liquidation of the Partnership, provided however that any Partner for whom any changes have been made to his capital account by reason of the obligations under section 3.03 and section 5.03(b) will immediately reimburse the Partnership upon written demand of the General Partner. This section 8.03 will survive the termination of the Partners' status as a Partner. A Partner must also pay any attorneys' or accountants' fees actually and reasonably incurred by the Partnership or a General Partner in collecting amounts under this provision from the Partner.

Section 8.04 Limitation of Liability

No Limited Partner shall have any personal liability whatsoever, whether to the Partnership, to any Partners or to the creditors of the Partnership, for the debts or obligations of the Partnership or any of its losses beyond his Capital Contribution, to be set forth opposite his name in exhibit A attached hereto; provided, however, that any Partner for whom any charges have been made to his Capital Account by reason of the obligations described in section 8.02, section 3.03 and or section 5.03(b), is required to reimburse the Partnership for the amount of any negative balance in his Capital Account, but such reimbursement shall not exceed the sum of such Partner's obligations under section 8.03 and section 8.04. This section 8.04 will survive the termination of a Partner's status as a Partner. A Partner must also pay any attorneys' or accountants' fees actually and reasonably incurred by the Partnership or a General Partner in collecting amounts under this provision from the Partner.

Section 8.05 Death or Incapacity of Limited Partner

The death, legal incapacity, dissolution, termination, merger, consolidation or bankruptcy (each a "Triggering Event") of one or more Limited Partners shall not cause dissolution of the Partnership, but the rights of such Limited Partner(s) to share in the profits and losses of the Partnership, to receive distributions from the Partnership and to assign an interest in the Partnership shall, on the happening of such a Triggering Event, devolve upon such Limited Partner's executor, administrator, guardian, conservator or other legal representative or successor as the case may be, subject to the terms and conditions of this Agreement, and the Partnership shall continue as a Limited Partnership. However, in any such Triggering Event such legal representative or successor or any assignee of such legal representative or successor shall be admitted to the Partnership as a Limited Partner only in accordance with and pursuant to all of the terms and conditions of this Agreement.

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Section 8.06 Recourse of Limited Partners

Each Limited Partner shall look solely to the Project for all distributions with respect to the Partnership, his Capital Contribution thereto and profits and losses thereof, and shall have no recourse therefore upon dissolution of the Partnership or otherwise against the General Partner or any other Limited Partner, except to the extent of any required General Partner contributions to the Partnership required by Article III.

Section 8.07 No Right to Property

No Limited Partner shall have a right to demand or receive any distribution from the Partnership in any form other than cash, upon dissolution of the Partnership or otherwise, except as otherwise set forth in this Agreement.

ARTICLE IX - Admission of Successor and Additional General Partners: Removal and Withdrawal of General Partner

Section 9.01. Voluntary Withdrawal of General Partner/Admission of Successor or Additional General Partners.

(a) The General Partner shall not have any right to retire or withdraw voluntarily from the Partnership or to sell, transfer, or assign all or any portion of its Interest, without the Consent of the Limited Partner, which consent shall not be unreasonably withheld, delayed or conditioned. In the event that the Consent of the Limited Partner has been obtained by the General Partner, the General Partner shall designate one or more persons to be its successor. In no event shall the Interests of the other Partners be affected thereby. The designated successor General Partner shall be admitted as such to the Partnership upon approval of the Limited Partner and upon satisfying the conditions of this Agreement. Any voluntary withdrawal by the General Partner from the Partnership or any sale, transfer, or assignment by the General Partner of its Interest shall be effective only upon the admission of the successor General Partner in accordance with this Agreement, at which time the predecessor General Partner shall no longer have any obligations or liability under this Agreement.

(b) A successor General Partner shall, by its execution of an amendment to this Agreement and as a condition precedent to being admitted as a successor General Partner and to receiving any Interest in the Partnership or the Partnership Property, agree to be bound by this Agreement to the same extent and on the same terms as the predecessor General Partner.

(c) Upon the execution of the amendment to this Agreement by the successor General Partner and the admission of a successor General Partner, an amendment to the Certificate shall be executed by the successor General Partner and filed in accordance with the Act.

Section 9.02. Removal of General Partner/Admission of Additional General Partner Under Certain Circumstances.

(a) Upon the occurrence of an Event of Default, as defined herein, the Limited Partner shall have the right to cause a Person to be admitted to the Partnership as an additional General Partner and to remove a defaulting General Partner or both. The Limited Partner shall have the right in the name of the General Partner to take all actions and do all things necessary or appropriate to implement and carry out the provisions of this Section, provided that the replacement or addition of a General Partner must be an Affiliate of the Initial General Partner, unless prohibited by state or federal law.

(b) The following shall each be an Event of Default:

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(1) the General Partner has, in connection with the Partnership or the Project, performed an act or failed to perform any act constituting fraud, intentional misconduct, material breach of fiduciary duty, misappropriation or commingling of funds, or dishonesty;

(2) the General Partner has breached any material written representation, covenant or warranty under this Agreement that substantially impairs the performance or purpose of the Partnership; or

(3) an Event of Bankruptcy shall have occurred with respect to the General Partner;

(c) If the Limited Partner elects to

(1) admit a Person as an additional General Partner upon the occurrence of an Event of Default, such admission shall occur automatically and without further action by the General Partner upon the giving of notice thereof by the Limited Partner to the General Partner, and each of the Partners hereby agrees and consents in advance to the foregoing admission. Upon the occurrence of such admission, any delegation of authority given to the defaulting General Partner (whether expressly set forth in this Agreement or otherwise) shall be canceled and of no further force and effect, and instead the defaulting General Partner shall be deemed to have delegated, automatically and without the requirement of a writing or any other action other than as set forth above, all its powers and authority (including, without limitation, all right to deposit to, withdraw from and otherwise control all Partnership bank accounts) to the Person so designated by the Limited Partner in its capacity as an additional General Partner. Notwithstanding its admission to the Partnership, the additional General Partner may withdraw as a General Partner without the consent of any other Partner.

(2) remove the General Partner, then the Limited Partner shall have the right, without the consent of any of the General Partner, to designate a successor General Partner and elect to continue the business of the Partnership; such removal shall occur automatically and without further action by any Partner upon the giving of notice thereof by the Limited Partner to the General Partner. Upon such removal, (A) the removed General Partner shall have the obligation to sell its Partnership Interest as General Partner to the successor General Partner or its designee for $10.00US; and (B) such removed General Partner shall thereafter cease to have any interest in the capital, profits, losses, distributions, and all other economic incidents of ownership of the Partnership.

(d) The Limited Partner shall not have the right to exercise any remedies pursuant to this Article as a result of any Event of Default if the failure or violation is curable and if the General Partner shall cure such failure or violation within 30 days after notice.

Section 9.03. Event of Bankruptcy of a General Partner.

(a) The General Partner shall cease to be the General Partner upon an Event of Bankruptcy with respect to the General Partner, or, with the Consent of the Limited Partner, upon the occurrence of the General Partner's insolvency. Upon such an Event of Bankruptcy, or, with the Consent of the Limited Partner, such insolvency, the remaining or successor General Partner shall cause the Partnership to redeem the General Partner's Interest as General Partner for $10.00US and the General Partner shall thereafter cease to have any interest in the capital, profits, losses, distributions, and all other economic incidents of ownership of the Partnership.

(b) If, at the time of an Event of Bankruptcy with respect to the General Partner, the General Partner is the sole General Partner, the Limited Partner shall have the right, in its sole discretion, to designate a successor General Partner and the Limited Partner may, within the maximum number of days permitted by the Act after the General Partner's ceasing to be a General Partner of the Partnership, elect to continue the business of the Partnership.

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Section 9.04. Continuation of the Business of the Partnership.

(a) If, at the time of an Event of Default, the General Partner was not the sole General Partner, the remaining General Partner or General Partners may elect to continue the business of the Partnership and shall immediately: (i) give Notice to the Limited Partner of such Event of Default; and (ii) subject to the Consent of the Limited Partner, make any amendments to this Agreement and execute and, if required by the Act, file for recording any amendments or other documents or instruments necessary to reflect the termination of the Interest of the General Partner as and in order to comply with the requirements of the Act.

(b) A Person shall be admitted as a successor or additional General Partner with the Consent of the Limited Partner if an amendment to the Certificate evidencing the admission of such Person as a General Partner shall have been filed with the Secretary of State of the State. Each General Partner hereby agrees to execute promptly any such amendment to the Certificate, if required, in the event of its withdrawal or removal pursuant to the provisions of this Article. The Limited Partner shall have the right in the name of the General Partner to execute any such amendment in the event of the General Partner's withdrawal or removal. The election by the Limited Partner to remove any General Partner or admit any additional General Partner under Section 9.02 shall not limit or restrict the availability and use of any other remedy that the Limited Partner or any other Partner might have with respect to any General Partner in connection with its undertakings and responsibilities under this Agreement.

ARTICLE X- Assignability of Interests of Limited Partner

Section 10.01. Substitution and Assignment of a Limited Partner's Interest.

(a) Other than as set forth herein, no Limited Partner shall have the right to assign, sell, transfer, convey, encumber or pledge its Interest. In no event shall any Interest of a Limited Partner, or any portion thereof, be sold, transferred or assigned to a minor or incompetent, and any such attempted sale, transfer or assignment shall be void and ineffectual and shall not bind the Partnership or the General Partner. This investment may be beneficial to investors who seek lawful permanent residence pursuant to the EB-5 Program under the IN Act, as more fully described in the Confidential Memorandum. Failure of a Limited Partner desiring lawful permanent residence to remain invested fully in the Limited Partnership may result in the denial of lawful permanent residence for such Limited Partner as an outcome of this investment. There are other requirements of the EB-5 Program which the interested investor must observe or risk denial of lawful permanent residence pursuant to the EB-5 Program, as further set forth in the Confidential Memorandum. Notwithstanding the foregoing, in the event a Limited Partner wants to sell his Interest back to the Partnership, the Partnership through the General Partner may at its sole option agree to purchase, or arrange for a purchase by an independent third party, such Interest for the amount of the Limited Partner's Capital Contribution less a ten percent (10%) buy back fee, provided that the Limited Partner execute an assignment of his Interest to the Partnership, a general release for the benefit of the Limited Partnership, the General Partner and any other parties the General Partner reasonably requests, and any other documents reasonably requested by the General Partner, and provided further that, in the opinion of counsel to the Partnership, none of the matters set forth in (b) below would impair the ability of the Partnership to effect such a buy back.

(b) No assignment of the Interest of a Limited Partner shall be made if, in the opinion of counsel to the Partnership, such assignment (i) may not be effected without registration under the Securities Act, (ii) would result in the violation of any applicable state securities laws, (iii) would result in a termination of the Partnership under Section 708 of the Code (unless consented to by the General Partner), (iv) would result in the treatment of the Partnership as an association taxable as a corporation or as a "publicly-traded limited partnership" for tax purposes (unless consented to by the General Partner), or

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(v) would jeopardize the ability of any other Limited Partner to qualify under the EB-5 Program to become a lawful permanent resident of the United States. The Partnership shall not be required to recognize any such assignment until the instrument conveying such interest has been delivered to the General Partner for recordation on the books of the Partnership and the General Partner has consented to the assignment under the parameters set forth herein. Unless an assignee becomes a substitute Limited Partner in accordance with the provisions of subsection (c), he shall not be entitled to any of the rights granted to a Limited Partner hereunder, other than the right to receive all or part of the share of the Net Profits, Net Losses, cash distributions or returns of capital to which its assignor would otherwise be entitled.

(c) An assignee of the interest of a Limited Partner, or any portion thereof, shall become a substitute Limited Partner entitled to all the rights of a Limited Partner if, and only if:

(i) the assignor (or, if the assignor is a defaulting Limited Partner, the General Partner pursuant to the power of attorney granted in Section 16.09) gives the assignee such right;

(ii) the assignee pays to the Partnership all costs and expenses howsoever incurred in connection with such substitution, including, specifically, without limitation, costs incurred in the review and processing of the assignment and in amending the Partnership's then current Certificate and/or Agreement of Limited Partnership, if required; and

(iii) the assignee executes and delivers such instruments, in form and substance satisfactory to the General Partner, as the General Partner in its sole discretion may deem necessary or desirable to effect such substitution and to confirm the agreement of the assignee to be bound by all the terms and provisions of this Agreement.

(d) The Partnership and the General Partner shall be entitled to treat the record owner of any Partnership Interest as the absolute owner thereof in all respects, and shall incur no liability for distribution of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received and accepted by the General Partner and recorded on the books of the Partnership. The General Partner may refuse to accept an assignment until the end of the next successive quarterly accounting period.

Section 10.02. Withdrawal of Initial Limited Partner.
Notwithstanding the provisions of Article X, the interest of the Initial Limited Partner shall be terminated and of no further force or effect upon the first admission of a Limited Partner other than the Initial Limited Partner. The termination of the interest of the Initial Limited Partner shall be automatic and require no action on its part or on the part of any other Person, and the General Partner shall cause to be prepared appropriate amendments to Exhibit A of this Agreement and to the Certificate.

Section 10.03. Termination of Partnership

Notwithstanding anything herein to the contrary, once all I-829 petitions filed under the EB-5 Program for all Qualified Investors who have invested into the Partnership have been adjudicated, with any appeals having been decided, the General Partner in its sole discretion shall decide if, when and how to disburse all funds on hand to the Partners on a pro rata basis as set forth herein, and whether, when and how to pursue an exit strategy to terminate the Partnership. Possible exit strategies for the Partnership are set forth in the Confidential Memorandum. The termination of the Partnership will be managed and conducted exclusively by the General Partner or its designee on terms to be determined by General Partner in its sole discretion in accordance with the provisions of this Limited Partnership Agreement, including without limitation Article XII, and applicable law.

Each Limited Partner acknowledges and agrees by their receipt of this Agreement and

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investment into the Partnership that the possible exit strategies discussed herein and in the Confidential Memorandum do not constitute a redemption or guaranty of a return of their investment or a guaranty that their interest will be redeemed for a set price at any certain time.

ARTICLE XI - Management Compensation, Etc.

Section 11.01. Management Compensation, Etc.
Other than receiving its interest as a General Partner herein, being reimbursed for all of its expenses and costs incurred related directly or indirectly to the development of the Project (including but not limited to permitting fees, professional fees and third party consultant fees), and receiving reimbursement for expenses and other costs incurred directly or indirectly by the General Partner to fulfill its duties hereunder, the General Partner shall not be entitled to compensation for its services rendered pursuant to this Agreement.

ARTICLE XII - Dissolution of Partnership

Section 12.01. Dissolution.
The Partnership shall be dissolved, and the business of the Partnership shall be terminated in accordance with the Act, upon the occurrence of any of the following events:

(a) the dissolution, liquidation, withdrawal, retirement, removal, death, insanity, disability and/or Event of Bankruptcy of a General Partner, under such circumstances where no other remaining General Partner desires to continue the Partnership; provided, however, that the Partnership shall not be dissolved as aforesaid if the Limited Partner shall, within the maximum number of days permitted by the Act, elect to continue the Partnership and the Partnership business, and shall designate a successor General Partner;

(b) an election to dissolve the Partnership made in writing by all of the Partners in accordance with the Act;

(c) the sale or other disposition of all or substantially all of the Partnership Property, whether under Section 10.03 or otherwise;

(d) the expiration of the Term; or

(e) The occurrence of any other event causing the dissolution of a limited partnership under the laws of the State.

Section 12.02. Distribution of Partnership Assets.
Upon the dissolution of the Partnership, the Partnership business shall be wound up and its assets liquidated, and the net proceeds of such liquidation shall be distributed to the Partners as set forth in Section 8.02.

Section 12.03. Termination of the Partnership.
Subject to the conditions precedent set forth at Section 12.01 above, the Partnership shall terminate when all Partnership Property shall have been disposed of (except for any liquid assets not so disposed of), and the net proceeds therefrom, as well as any other liquid assets of the Partnership, have been distributed to the Partners as provided in Sections 12.02 and 8.02 and in accordance with the Act.

ARTICLE XIII - Accounting and Reports

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Section 13.01. Bank Accounts.
The General Partner shall deposit the funds of the Partnership in the name of the Partnership in such separate bank account or accounts, and with such bank or banks or other financial institutions as shall be determined by and in the sole reasonable discretion of the General Partner. The General Partner shall arrange for the appropriate operation of such account or accounts.

Section 13.02. Books of Account.
The General Partner shall at the expense of the Partnership keep at the principal office of the Partnership true, correct, and complete books of account, maintained in accordance with generally accepted accounting principles, consistently applied, in which shall be entered fully and accurately each and every transaction of the Partnership. For federal income tax and financial reporting purposes, the Partnership shall use the accrual method of accounting and the fiscal year shall end December 31. Each Partner shall have access thereto to inspect and copy such books of account at all reasonable times upon reasonable advance written notice to the General Partner. The Partnership shall retain all books and records for the longest of the periods required by applicable laws and regulations.

Section 13.03. Reports.
The General Partner shall at Partnership expense cause to be prepared and delivered to the Limited Partner and, when required, shall cause the Partnership to file with relevant governmental agencies, each of the following:

(a) by March 15 of each calendar year, unless an extension has been requested, the Partnership's federal income tax return including Schedule K-1's to form 1065 and all other information from the Partnership necessary for the preparation of the Limited Partner's federal income tax return;

(b) within forty-five (45) days after being produced by Partnership accountants in each subsequent calendar year, for the prior fiscal year a financial statement and report prepared for the Partnership in accordance with generally accepted accounting principles recognized in the United States; and

(c) In addition, General Partner at its sole discretion may distribute interim financial reports.

Section 13.04. Tax Elections and Adjustments.
The General Partner is authorized to cause the Partnership to make, forego or revoke such elections or adjustments for Federal income tax purposes as they deem necessary or advisable in their sole discretion, provided such elections or adjustments are consistent with federal income tax rules and principles, including but not limited to, in the event of a transfer of all or part of the Limited Partnership interest of any Partner, an election pursuant to section 754 of the Code to adjust the basis of the assets of the Partnership or any similar provision enacted in lieu thereof. The Partners will, upon request, supply any information necessary to properly give effect to any election or adjustment.

ARTICLE XIV - Meetings of the Partnership

Section 14.01. Meetings of the Partnership.
Meetings of the Partnership may be called for any matters upon which the Partners may vote as set forth in this Agreement. The calling of a meeting shall be made:

(a) by the General Partner, which shall give Notice to the Partners setting forth (i) a statement of the purposes of the meeting, and (ii) the date of the meeting (which shall be a date no fewer than 15 days and no more than 30 days after the date of the Notice); or

(b) by the Limited Partner (which for the limited purpose of this subsection shall require at least sixty-six percent (66.67%) of the Limited Partners agreeing to such call for a meeting), which shall give

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Notice to the Partners setting forth a statement of the purposes of the meeting. No more than 15 days after receipt of such Notice, the General Partner shall provide Notice of the meeting to the other Partners in accordance with subsection (a).

ARTICLE XV - Amendments

Section 15.01. Generally.
In addition to amendments otherwise authorized in this Agreement, this Agreement may be amended in any respect from time to time by the General Partner without written approval or consent of Limited Partners including but not limited to the following;

(a) by the General Partner, without the Consent of the Limited Partner, to

(1) add to its duties or obligations or to surrender any right or power given to it by this Agreement;

(2) cure any ambiguity, correct or supplement any provision of this Agreement which may be inconsistent with any other provision of this Agreement or make any other provisions with respect to matters or questions arising under this Agreement which are not inconsistent with the provisions of this Agreement;

(3) reflect on Exhibit A the removal, addition or substitution of the General Partner or the Limited Partner;

(4) correct or modify any provision to comply with the Act or satisfy USCIS; or

(5) any other amendment in the General Partner's sole discretion, so long as the amendment does not allow the Limited Partner to take part in the control of the Partnership's business in a manner that would reduce or eliminate the limited liability of the Limited Partner, or otherwise modify the limited liability of the Limited Partner, or increase the liability or obligations of the Limited Partner, or as to change the Capital Contributions required, or rights and interests in profits, losses and distributions of any Partner or dilute the interest of the Limited Partner below what this Agreement contemplates.

Section 15.02. Signatures.
The General Partner shall sign any amendment to this Agreement adopted in accordance with the terms of this Agreement.

ARTICLE XVI - Miscellaneous Provisions

Section 16.01. Notices. etc.
All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered or mailed by first-class registered or certified mail, postage prepaid, to the respective parties hereto at their respective addresses set forth in Exhibit A or in each case at such other address as such party may have furnished to the Partnership in writing, (ii) delivered in hand to a party, (iii) on the business day next following delivery to a nationally recognized overnight courier, or (iv) when transmitted by facsimile with electronic confirmation of transmission receipt.

Section 16.02. Survival of Representations.
All representations, warranties, and indemnifications contained herein shall survive the dissolution and final liquidation of the Partnership.

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Section 16.03. Entire Agreement.
This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Agreement.

Section 16.04. Applicable Law.
It is the intention of the parties hereto that all questions with respect to the construction, enforcement, and interpretation of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State without regard to principles of conflicts of laws.

Section 16.05. Severability.
This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable statutes, laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 16.06. Binding Effect.
(a) Each Partner, including any additional General Partner,
successor General Partner, additional Limited Partner and substitute Limited Partner, shall be deemed to have adopted, and to have agreed to be bound by, all the provisions of this Agreement.

(b) When entered into by a Partner, this Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective spouses, heirs, executors and administrators, personal and legal representatives, successors and assigns.

Section 16.07. Counterparts.
This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

Section 16.08. No Implied Waiver.
No failure on the part of any Partner to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused.

Section 16.09. Power of Attorney.
Each Limited Partner, including any additional or substituted Limited Partner, by the execution of this Agreement or any counterpart thereof, does hereby irrevocably constitute and appoint the General Partner's designee William Stenger, with full power of substitution, acting alone or jointly, its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to make, execute, acknowledge, swear to, deliver, file and record such documents and instruments as may be necessary or appropriate to carry out the provisions of this Agreement, including, but not limited to: (i) such amendments to this Agreement and the Partnership's Certificate of Limited Partnership, as amended from time to time, as are necessary to effectuate the provisions of this Agreement, including without limitation to admit to the Partnership a substituted Limited Partner or a substituted General Partner, (ii) such documents and instruments as are necessary to cancel the Partnership's Certificate of Limited Partnership, (iii) an amended Certificate of Limited Partnership reflecting the terms of this Agreement, (iv) all certificates and other instruments deemed advisable by the General Partner to

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permit the Partnership to become or to continue as a limited partnership or partnership wherein the Limited Partner has limited liability in the jurisdiction where the Partnership may be doing business, (v) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Partnership and (vi) all other instruments which may be required or permitted by law to be filed on behalf of the Partnership. The foregoing power of attorney is coupled with an interest, shall be irrevocable and shall survive the death, bankruptcy or incapacity of any Limited Partner and the assignment by any Limited Partner of its limited partnership interest.

Section 16.10. Partition.
The Partners hereby agree that no Partner, nor any successor-in-interest to any Partner, shall have the right while this Agreement remains in effect to have the property of the Partnership partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the Partnership partitioned, and each Partner, on behalf of himself, his successors, representatives, heirs, and assigns, hereby waives any such right. It is the intention of the Partners that during the term of this Agreement, the rights of the Partners and their successors-in-interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Partner or successor-in-interest to assign, transfer, sell or otherwise dispose of its interest in the Partnership's Property shall be subject to the limitations and restrictions of this Agreement.

Section 16.11. Confidentiality.
A prospective investor into the Partnership, by accepting receipt of this Agreement, agrees not to duplicate or to furnish copies of this Agreement or to divulge information gamered from this Agreement or its exhibits to persons other than such investor's investment and tax advisors, accountants and legal counsel, and such advisors, accountants and legal counsel together with the prospective investors and any other persons to which this Agreement or the Related Documents come into their possession are prohibited from duplicating or using this Agreement, the Related Documents and all exhibits thereto in any manner other than to determine whether the investor wants to invest into the Partnership. Prospective investors are not to construe the contents of this Agreement as legal, investment, immigration or tax advice, or any other advice related to the efficacy of the investment to them. The General Partner has not engaged any legal or other advisors to represent prospective investors. Each prospective investor should consult their own advisors as to legal, tax and related matters concerning the efficacy of this investment and the appropriateness of this investment to them and any other matters concerning this investment. The expense of such consultations shall be paid separately by the investor.

Section 16.12. Approval of Agreement.
All Qualified Investors who invest in the Partnership and become a Limited Partner, by their receipt of this Agreement and investment into the Partnership hereby approve this Agreement, all Related Documents and all exhibits thereto, and approve without limitation the use of their investment proceeds, the investment itself, and all management and exit strategies, all as disclosed herein.

Section 16.13. No Guarantees or Redemption Rights.
Each Limited Partner acknowledges and agrees by their receipt of this Agreement and investment into the Partnership that no promises or guarantees of performance, investment results or returns, rights to redeem their interests or removal of conditions under the EB-5 Program have been made to them by anyone, including but not limited to by the General Partner or any of its Affiliates, and their agents, representatives, officers, salesmen, managers, employees, attorneys, consultants and third party contractors, and they are not relying on anything from the General Partner or any of its Affiliates, and their agents, representatives, officers, salesmen, managers, employees, attorneys, consultants and third party contractors except this Agreement and the Related Documents in making their decision to invest.

Section 16.14. Arbitration Clause.
Any and all disputes arising under or relating to the interpretation or application of this

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Agreement shall be subject to arbitration in Vermont under the then existing rules of the American Arbitration Association and pursuant to the Vermont Arbitration Act, codified at 12 V.S.A. section 5651, et seq. (the "VAA"), and if any conflict exists between said rules and VAA, the VAA shall control. Judgment upon the award rendered may be entered in any court of competent jurisdiction. The cost of such arbitration shall be borne equally by the parties. Nothing contained in this Section shall limit the right of the General Partner, either on behalf of the Partnership or on its own behalf, and Limited Partner from seeking or obtaining the assistance of the courts in enforcing their constitutional or civil rights.

ACKNOWLEDGMENT OF ARBITRATION.

The parties to this Agreement understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, or the investment subscription documents as set forth in Section 3.02(b) herein, each Partner understands that it will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, each Partner agrees to submit any such dispute to an impartial arbitrator.

GENERAL PARTNER:
ANC BIO VERMONT GP SERVICES, LLC

BY: _____
William Stenger, Managing Member
and Duly Authorized Agent

INITIAL LIMITED PARTNER:
ANC BIO VERMONT GP SERVICES, LLC

BY: _____
William Stenger, Managing Member
and Duly Authorized Agent

Section 16.15. Reimbursement of Expenses and Costs.
Notwithstanding anything herein to the contrary, the General Partner and its Affiliates will be reimbursed by the Partnership for all expenses and costs incurred by the General Partner or its Affiliates in exercising the duties and powers delegated to and granted the General Partner herein.

Section 16.16. Translation of Agreement, Etc.
Each prospective Partner, by their receipt of this Agreement, acknowledges that it is their responsibility to obtain and pay for the translation of this Agreement, Related Documents and exhibits thereto if they cannot read or understand English. No such translation may alter, modify or otherwise change the terms of this Agreement as set forth in English in any manner or way whatsoever.

Section 16.17. Gender Clause.
Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

DATED: Nov. 30, 2012

GENERAL PARTNER:
ANC BIO VERMONT GP SERVICES, LLC

BY: _____
William Stenger, Managing Member
and Duly Authorized Agent

INITIAL LIMITED PARTNER:
ANC BIO VERMONT GP SERVICES, LLC

BY: _____
William Stenger, Managing Member
and Duly Authorized Agent

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Exhibit A

Name	Address	Initial Interest	Capital Contribution
General Partner			
ANC BIO VERMONT GP SERVICES, LLC		1.00%	
Limited Partner			
ANC BIO VERMONT GP SERVICES, LLC		99.00%	

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JAY PEAK

Section 4

The Subscription Documents

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Section 4 of the Amended and Restated Offering Memorandum

Jay Peak Biomedical Research Park L.P.

Amended and Restated Subscription Documents

INSTRUCTIONS FOR COMPLETION

In connection with your subscription for an Interest in Jay Peak Biomedical Research Park L.P., enclosed herewith are the following documents which must be properly and fully completed, signed and returned as set forth herein:

Exhibit A: Subscription Agreement Jay Peak Biomedical Research Park L.P., Including Consent to Limited Partnership Agreement – To be completed and signed by you as indicated. Please make your checks payable to (i) "Jay Peak Biomedical Research Park L.P." in the amount of $500,000 and (ii) "Jay Peak Biomedical Research Park L.P." in the amount of $50,000, or make wire transfer(s) in said amounts (see below), being a total of $550,000 and equaling the subscription amount to participate in the Offering.

Exhibit B: Purchaser Investor Questionnaire Jay Peak Biomedical Research Park L.P. - To be completed and signed by you as indicated.

Exhibit C: Investor Escrow Agreement – To be signed by you upon deposit of all or any portion of the Capital Contribution.

Please return the aforementioned subscription documents, and checks or confirmation of wire transfer (except to the extent Investor Escrow Agreement is used as to the funds subject to said Agreement), to the Limited Partnership c/o:

PAYMENT INSTRUCTIONS FOR WIRE TRANSFER:
People's United Bank

850 Main St
Bridgeport CT
Swift code PESBUS31
Routing# 2211-7218-6
ABA Number: 0210000089
Credit Account #: 0019100316
FBO: Jay Peak Biomedical Research Park L.P.
FFC: Investor's Name

Exhibit A
Subscription Agreement

Dated: ____/____/____ (dd/mm/yyyy)

Jay Peak Biomedical Research Park L.P.
c/o William Stenger
4850 VT Route 242
Jay, VT, USA 05859

Subscription Agreement
For Purchase of a Limited Partnership Interest in
Jay Peak Biomedical Research Park L.P.

Gentlemen:

The undersigned (or "I" or "me" or "my," as applicable), subject to the terms and conditions herein, hereby irrevocably subscribes for one limited partnership interest (the "Interest") **in Jay Peak Biomedical Research Park L.P.**, a Vermont limited partnership (the "Limited Partnership" or "Partnership"). The minimum[1] capital contribution (the "Capital Contribution") is Five Hundred Thousand Dollars (US$500,000) as required under 8 U.S.C.§ 1153 (B)(5)(A) - (D); INA § 203 (B)(5)(A) - (D) of the Immigration & Nationality Act (the "Act") to be eligible under The EB-5 Visa Program.

In addition, though not part of the undersigned investor's EB-5 investment into the Partnership, under the terms of the Amended and Restated Private Placement Memorandum issued by the Limited Partnership (the "Amended and Restated Offering Memorandum"), each investor must also pay a nonrefundable administration fee payable to the Partnership of Fifty Thousand Dollars (US$50,000) (the "Administrative Fees"), which, if it incurs an obligation to make said payment, may pay some or all of these funds to AnC Bio VT-LLC (the "Project Sponsor") to partially reimburse the Project Sponsor for costs and expenses incurred by it in connection with development of the Project (defined below), business planning and to produce and distribute the Amended and Restated Offering Memorandum, and may also use the Administrative Fees to compensate broker-dealers, migration agents and sales agents for marketing activities and presentations, educational programs, conferences or other services related to the sale or promotion of Limited Partnership Interests under the Offering to potential investors, for a total cost of Five Hundred Fifty Thousand Dollars (US$550,000) ("the Subscription Amount"). The "Project" consists of (i) certain real estate development on land purchased by the Limited Partnership in Newport, Vermont, USA, including the construction and equipping of a world class certified GMP (Good Manufacturing Practice) and GLP (Good Laboratory Practice) building and clean room facility, (ii) undertaking certain business activities in the new facility pursuant to a Joint Venture Agreement by and between the Limited Partnership and AnC Bio USA LLC or other similarly named subsidiary of the Project Sponsor, which will include the research, development, manufacture and distribution of artificial organs, cell

[1] The minimum Capital Contribution for purposes of this Limited Partnership for an investor seeking lawful permanent resident status under the so-called EB-5 program under the Immigration and Nationality Act, as amended, is $500,000. For investors not seeking the benefits of such EB-5 program, the minimum Capital Contribution may be reduced at the sole discretion of the General Partner (as defined in the Limited Partnership Agreement).

based therapy medicine and medical devices (collectively the "AnC Bio Products"), and other affiliated business operations in the new facility, and the operation and staffing of clean rooms in the new building to be used by third parties and (iii) all other acts which may be necessary, incidental or conducive to the foregoing.

Upon execution by me of this Subscription Agreement, I agree to tender all or any portion of the Capital Contribution to People's United Bank in accordance with the Escrow Agreement and the Administrative Fees to the Limited Partnership. All capitalized terms used herein and not otherwise defined shall have the same meanings as used in the Limited Partnership Agreement and Amended and Restated Offering Memorandum.

An "Interest" is defined in the Limited Partnership Agreement as the partner's right, title, and interest in the Partnership, including any and all assets, distributions, losses, profits and shares of the Partnership, whether cash or otherwise, and any other interests and economic incidents of ownership whatsoever of such partner in the Partnership.

The undersigned agrees that the Partnership may reject this Subscription Agreement in its sole and absolute discretion within fifteen (15) days of receipt of this Subscription Agreement, if the undersigned subscriber is not an accredited investor.

I have received and read the Amended and Restated Offering Memorandum, including the Limited Partnership Agreement and Exhibits thereto, covering the sale of the Interests (the "Offering") and hereby acknowledge that I am not acting on the basis of any representations and warranties other than those contained in the Memorandum. I hereby acknowledge that all matters relating to the Memorandum have been explained to me to my satisfaction and approval, and that I understand the speculative nature and the risks involved in the proposed investment. I agree to be bound by all of the terms and conditions of the Amended and Restated Offering Memorandum, the exhibits thereto, and the Limited Partnership Agreement.

I realize that (i) an investment into the Partnership is of a speculative nature and may result in a loss of my entire investment; (ii) the Interests have not been registered under the Securities Act of 1933 or the laws of any state; (iii) unless the purchaser is a resident and living in the United States, wherein Regulation D under the Act shall apply, the Interests may not be offered or sold in the United States, or to any natural person resident in the United States or to any entity formed in the United States or whose owners (directly or indirectly) are "U.S. persons" within the meaning of Regulation S issued by the Securities and Exchange Commission; (iv) the Interest is not transferable except in compliance with the restrictions on transferability indicated in the Amended and Restated Offering Memorandum and in the Limited Partnership Agreement and to be written on all certificates evidencing the Interest, as imposed by applicable federal and state securities laws or otherwise and, accordingly, an investment in the Partnership lacks liquidity; (v) this is not a "tax shelter" investment and the nature and tax consequences to me of an investment in the Partnership may depend upon my circumstances; and (vi) no federal or state agency has made any finding or determination as to the fairness of the Offering, or any recommendation or endorsement of the Interests.

I agree to be bound by all of the terms and provisions of the Amended and Restated Offering Memorandum and to perform any obligations therein imposed on a purchaser with respect to an Interest purchased as a result thereof, and I acknowledge that the Limited Partnership will be relying on the agreements and information as provided by me in determining my qualifications to invest in the Partnership.

I have accumulated a net worth, individually or jointly with my spouse, of not less than US$1,000,000, not including residence, home furnishings or automobiles, or have an individual income of not less than

US$200,000 per annum or a joint income with my spouse of not less than US$300,000 per annum and have a reasonable expectation of reaching the same income level in the current year.

I reaffirm the representations concerning me made in the Investor Questionnaire and the Acknowledgment of Receipt of Amended and Restated Offering Memorandum, all of which are hereby incorporated herein by reference. I further represent and warrant as follows:

(a) I have read and am familiar with the Amended and Restated Offering Memorandum and its Exhibits;

(b) I am:

(i) A resident of, and living in the U.S. at the time of sale and therefore Regulation D of the Act shall apply; or
(ii) Not resident in the United States at this time, nor will I be at the time of sale, and therefore Regulation S of the Act may apply;

(c) The Interest for which I hereby subscribe will be acquired solely for my account and is not being purchased for subdivision or fractionalization thereof or for the benefit of a United States person (unless that person is resident and living in the U.S) as that term is defined in Regulation S; and I have no contract, undertaking, agreement or arrangement with any person to sell, transfer or pledge to such person, or to anyone else, the Interest which I hereby subscribe to purchase or any part thereof, and I have no present plan to enter any such contract, undertaking, agreement or arrangement;

(d) The Limited Partnership has made all documents pertaining to this investment available to me and, if I so requested, to my attorney and/or accountant;

(e) I have relied solely upon the Amended and Restated Offering Memorandum presented by the Limited Partnership, the Exhibits to the Amended and Restated Offering Memorandum, and such independent investigations as made by me in making a decision to purchase the Interest subscribed for herein;

(f) I am investing in my own name; and I was not solicited by any form of general solicitation or general advertising, including, but not limited to the following:

(i) any advertisement, article, notice of other communications published in any newspaper, magazine, or similar media or broadcast over television or radio in the United States; and

(ii) any seminar or meeting whose attendees had been invited by any general solicitation or general advertising in the United States;

(g) I acknowledge an understanding of the restrictions on transferability of the Interest and realize that no transfer may occur, excepting as permitted under Article 10 of the Limited Partnership Agreement, and in any event only after registration of the Interests under the Securities Act of 1933 or pursuant to an exemption from the securities laws and regulations; and

(h) I agree that the Interest may not be sold in the absence of registration unless such sale is exempt from registration as evidenced by a written opinion of counsel of the Limited Partnership, and further that I shall be

responsible for compliance with all conditions on transfer imposed by any Commissioner of Securities of any state and for any expenses incurred by the Limited Partnership for legal or accounting services in connection with reviewing any proposed transfer or issuing opinions in connection therewith.

I recognize that the offer and sale of the Interest to me was based upon my representations and warranties contained above and I hereby agree to indemnify the Limited Partnership, its General Partner, its affiliates, their managers, members, shareholders, officers and directors, and to hold each harmless from and against all liabilities, costs or expenses (including attorney's fees) arising by reason of or in connection with any misrepresentation or any breach of such warranties by me, or my failure to fulfill any of my covenants or agreements set forth herein, or arising as a result of the sale or distribution of the Interest by me in violation of the Securities Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, or any other applicable law.

This subscription and the representations and warranties contained herein shall be binding upon my heirs, legal representatives, successors and assigns.

To facilitate the expeditious administration of the business operations of the Limited Partnership, I hereby designate and appoint William Stenger, or his designee, my agent and attorney-in-fact in my name, place and stead to do any act or thing and to make, execute, swear to and acknowledge, amend, file, record, deliver and publish (a) any certificate of limited partnership, or amended certificate of limited partnership required to be filed on behalf of the Limited Partnership under the laws of the State of Vermont, or required or permitted to be filed or recorded under the statutes relating to limited partnerships under the laws of any jurisdiction in which the Limited Partnership shall engage or seek to engage in business; (b) any fictitious or assumed name certificate required or permitted to be filed by or on behalf of the Limited Partnership; (c) any other instruments necessary to conduct the operations of the Limited Partnership or which may be required or permitted by law to be filed on behalf of the Partnership; and (d) a social security number (SSN) or an individual tax identification number (ITIN) in connection with distributions to be made to me under the Limited Partnership Agreement. Provided, however, the said agent and attorney-in-fact may not take any action which under the Limited Partnership's Agreement of Limited Partnership requires or permits the holders of the Interests to vote. The existence of this power of attorney, which shall not be affected by my disability, shall not preclude execution of any such instrument by me individually on such matter. The foregoing power of attorney is coupled with an interest, shall be irrevocable and shall survive my death, bankruptcy or incapacity and the assignment by me of my Interest. Any person dealing with the Limited Partnership shall conclusively presume and rely upon the fact that any such instrument executed by such agent and attorney-in-fact is authorized, regular and binding without further inquiry. I shall execute and deliver to the Limited Partnership within five days after receipt of a request therefore by the Limited Partnership such further designations, powers of attorney and other instruments as the Limited Partnership shall reasonably deem necessary.

Upon the Partnership's acceptance of this Subscription Agreement and related exhibits, and receipt of the undersigned's full Capital Contribution, and the receipt of the Administrative Fees, the Partnership shall notify the undersigned that it has accepted the subscription herein by delivering to the undersigned a fully signed copy of the Subscription Agreement and the undersigned shall be admitted as a Limited Partner of the Partnership, with a certificate evidencing the undersigned's Interest in the Partnership issued in the undersigned's name to the undersigned within a reasonable period of time.

Partnership Interests are available on a first-come, first-serve basis. Those Investors who need additional time to complete their due diligence may make a refundable deposit of US$10,000 for up to thirty (30) days. As set forth in the Memorandum, after reserving an interest in the Limited Partnership by making an escrow deposit of $10,000 with the Escrow Agent subject to the terms of an Investor Escrow Agreement, each Limited Partner

shall have thirty (30) days to conduct his due diligence, and an additional forty-five days thereafter to complete his investment into the Project by paying the rest of the Subscription Amount, which time periods may be extended by the General Partner at its sole discretion.

If applicable to my investment in the Partnership, with respect to my qualifications as an "alien entrepreneur" for purposes of the EB-5 program under the Immigration and Nationality Act, as amended (the "EB-5 Program"), I represent, acknowledge and warrant as follows:

(a) I, the undersigned, have attained the age of 18 years and have the legal capacity and competence to execute all necessary documents in connection with this Offering and to take all actions required pursuant to those documents;

(b) I shall hire independent counsel for immigration processing and other legal matters. The undersigned shall be responsible for payment of my own legal fees and costs;

(c) I understand that Jay Peak Biomedical Research Park L.P. and the General Partner shall use their reasonable best efforts to assist my immigration counsel with the filing of my I-526 petition.

(d) I understand that Jay Peak Biomedical Research Park L.P. and the General Partner shall use their reasonable best efforts to assist my immigration counsel with the filing of my I-829 petition under the EB-5 Program, and hereby authorize and will reimburse the General Partner to engage with, delegate to, and reasonably compensate qualified persons in the assemblage and preparation of documents, reports and required verification of requisite job creation in connection with and in support of my I-829 Petition to remove conditions to obtaining permanent residency;

(e) I understand that upon subscribing to this Offering and becoming a limited partner, it is at the sole responsibility and risk of the undersigned to file my I-526 and I-829 petitions and move for adjustment of status or consular processing to obtain a visa. There is no refund of my Subscription Amount for failure to file my I-526 or I-829 petitions;

(f) I understand that in the event my I-526 petition is denied at any time, my rights are limited solely to the return of my $500,000 Capital Contribution (but not the $50,000 Administrative Fees) within ninety (90) days of written request therefore to the General Partner, unless said denial is based on fraud or material misrepresentation of the undersigned, in which event no refund shall be due. The returned $500,000 Capital Contribution is separate from any previously paid or currently due Partnership distribution of profits. I understand there is no right to a refund of any of my Subscription Amount in the event my I-829 petition is denied;

(g) I understand that the regional center pilot program, created in support of the EB-5 Program and further described in the Memorandum (the "Pilot Program"), has lapsed in the past, only to be reauthorized retroactively so that no investor rights were prejudiced by a lapse in the program. The same scenario may occur should the current Pilot Program lapse, but this result cannot be assured. If the Pilot Program lapses, and my I-526 petition is filed with USCIS but is not yet adjudicated on or before the date of lapse, my $500,000 Capital Contribution shall remain invested in the Partnership provided:

1. the Pilot Program is reauthorized retroactively or is pending reauthorization within a twelve (12) month period following its lapse, and my I-526 Petition is in due course adjudicated; or

2. legislation is enacted or pending providing substantially similar immigration benefits to foreign investors like me as under the lapsed Pilot Program and the EB-5 Program within a twelve (12) month period following the Pilot Program's lapse, and my petition for substantially similar benefits is in due course adjudicated.

If neither of the events described under 1 and 2 above occur, or are pending as stated, at my option I may either remain invested in the Partnership, or request in writing a refund of my Capital Contribution of $500,000. Upon receipt of a request of refund to the General Partner, the Capital Contribution will be refunded by the Limited Partnership within a period of ninety (90) days from receipt of such request, and my Interest in the Limited Partnership shall automatically be terminated and I shall no longer have any of the rights and benefits of ownership of an Interest or any right to participate in any manner whatsoever in the affairs of the Partnership. I acknowledge that my rights in this regard are limited solely to the return of my Capital Contribution of $500,000.

(h) If I do not have a social security number (SSN) or an individual tax identification number (ITIN) at the time of the investment, I must apply for and provide one in a timely manner after the investment and prior to any distributions to me as described in the Limited Partnership Agreement.

INTENTIONALLY LEFT BLANK

Consent to Limited Partnership Agreement

The undersigned hereby consents (the "Consent") to the terms and conditions of the Limited Partnership Agreement (the "Agreement") of Jay Peak Biomedical Research Park L.P. (the "Partnership") in connection with the undersigned's subscription for a limited partnership interest in the Partnership (an "Interest"), comprised of the Capital Contribution of US$500,000 payable to the Partnership, plus the Administrative Fees of US$50,000 payable to **the Partnership** which, if it incurs an obligation to make said payment, may pay some or all of these funds to the Project Sponsor to partially reimburse the Project Sponsor for costs and expenses incurred by it in connection with development of the Project, business planning and to produce and distribute the Amended and Restated Offering Memorandum, and may also use the Administrative Fees to compensate broker-dealers, migration agents and sales agents for marketing activities and presentations, educational programs, conferences or other services related to the sale or promotion of Limited Partnership Interests under the Offering to potential investors, for a total cost of US$550,000, and agrees that this Consent shall constitute the equivalent of signing the Agreement.

The undersigned also confirms and attests that I have received and reviewed, and understand and am fully satisfied with, all of the information and documentation I consider necessary or appropriate in deciding whether to purchase an Interest in the Partnership, including but not limited to the Amended and Restated Offering Memorandum dated as of January 30, 2015, all exhibits thereto (including the Agreement) and all financial information disclosed therein or under the Agreement; have had the opportunity to ask questions and receive answers from the General Partner (as defined in the Agreement) and the Partnership regarding the terms and conditions of the purchase of an Interest in the Partnership, and regarding the business, properties, prospects, risk factors and financial condition of the Partnership and the Project Sponsor; and have had the opportunity to review the books and records of the Partnership and to obtain additional information (to the extent the Partnership possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to me or to which I have had access.

The undersigned acknowledges the receipt of a true and correct copy of the Amended and Restated Offering Memorandum including the Limited Partnership Agreement and agrees to be bound by its terms. My Capital Contribution shall be used to further the business purposes of the Partnership as set forth in the Limited Partnership Agreement. I further acknowledge that this Subscription Agreement, Consent and Questionnaire replaces any such documents previously executed by me in connection with the Project.

I have the right to withdraw from this subscription within 72 hours after executing this Subscription Agreement.

Individual Investor

Name _____

Signature _____ Date _____

Address _____

_____

Email Address: _____

Country of Residence _____ Place of Birth _____

ACCEPTANCE:

On this ____ day of _____, 201_, Jay Peak Biomedical Research Park L.P. (the "Limited Partnership") hereby accepts the subscription of _____ for one Interest, on the terms set forth herein.

Jay Peak Biomedical Research Park L.P.
BY: AnC Bio Vermont GP Services, LLC, the General Partner

BY: _____
William Stenger, Member
And duly authorized agent

ACCEPTANCE OF AGENT UNDER POWER OF ATTORNEY

William Stenger acknowledges that the foregoing Subscription Agreement contains a power of attorney from the specific Investor, and he accepts his appointment as the Investor's true and lawful agent and attorney-in-fact. William Stenger understands his duties under the Subscription Agreement and Vermont law regarding powers of attorney as defined in 14 V.S.A. Section 3503(e).

_____
William Stenger

Witness Affirmation

The undersigned witness to the signature of William Stenger affirms that he appeared to be of sound mind and free from duress at the time the power of attorney contained in the foregoing instrument was signed, and that he affirmed that he was aware of the nature of the foregoing document and the power of attorney contained therein and signed it freely and voluntarily.

_____
Witness

Exhibit B

PURCHASER INVESTOR QUESTIONNAIRE

THE FOLLOWING INVESTOR QUESTIONNAIRE IS ESSENTIAL TO ENSURE THAT THIS OFFERING IS CONDUCTED IN FULL COMPLIANCE WITH REGULATION D OR REGULATION S OF THE SECURITIES ACT OF 1933, AS AMENDED. THE QUESTIONNAIRE WILL REMAIN ON FILE IN CONFIDENCE IN THE OFFICES OF JAY PEAK BIOMEDICAL RESEARCH PARK L.P. (THE "LIMITED PARTNERSHIP") FOR A PERIOD OF 4 YEARS.

YOUR COOPERATION IN THE FULL COMPLETION OF THE INVESTOR QUESTIONNAIRE IS GREATLY APPRECIATED.

JAY PEAK BIOMEDICAL RESEARCH PARK L.P.

_____

_____

_____

Name and Address of Prospective Investor

Gentlemen:

I understand that the limited partnership interest (the "Interest") offered for sale to me by **Jay Peak Biomedical Research Park L.P.** (the "Limited Partnership") will not be registered under the Securities Act of 1933, as amended (the "Act") or any applicable state securities laws (the "State Acts"). I also understand that in order to ensure that the offering and sale of the Interests (the "Offering") are exempt from registration under the Act and the State Acts, the Limited Partnership is required to have reasonable grounds to believe, and must actually believe, after making reasonable inquiry and prior to making any sale:

- that purchasers not resident in the United States at the time of the offer and purchase are purchasing for their own account and not for the benefit of a United States person, as that term is defined in Regulation S; or
- that the purchaser is resident and is living in the United States, in which event Regulation D under the Act shall apply.

In order to induce the Limited Partnership to permit me to purchase an Interest, I hereby warrant and represent to the Limited Partnership as follows:

NOTE: The information provided herein will be relied upon in connection with the determination as to whether you meet the standards imposed by Regulation D or Regulation S promulgated under the Act, since the Interests offered hereby have not been and will not be registered under the Act and are being sold in reliance upon the exemption provided by Regulation S or Regulation D as applicable to the Investor. All information supplied will be treated in confidence, except that this Questionnaire may be presented to such parties as deemed appropriate or necessary to establish that the sale of an interest to you will not result in violation of the exemption from registration under the Act which is being relied upon in connection with the sale of the Interest.

INSTRUCTIONS: Please answer each question fully and attach additional information, if necessary. If the answer to any question is "None" or "Not Applicable" please so state. Please sign and date the Questionnaire on the final page.

1.

Name: _____

Date of Birth: _____ (mm/dd/yyyy)

Employer Name: _____

Business Address: _____

Business Telephone Number: _____

Residence Address: _____

2.

(a) Education: _____

_____

_____

Other specialized Education or Instruction:

_____

_____

(b) All Professional Memberships or Licenses:

_____

_____

3. Occupation

Present occupation (with date of commencement):

_____

_____

Occupations during last five years (with dates):

_____

_____

4. My net worth (excluding home, home furnishings and automobiles) is at least $US_____. My proposed investment will ☐ will not ☐ exceed ten percent of my net worth.

5. My income ☐ has ☐ has not exceeded $US200,000 in each of the two most recent years, and I ☐ have ☐ do not have a reasonable expectation of reaching the same income level in the current year.

   My joint income with my spouse ☐ has ☐ has not exceeded $US300,000 in each of the two most recent years, and I ☐ have ☐ do not have a reasonable expectation of reaching the same income level in the current year.

6. I do not have any other investments or contingent liabilities which I reasonably anticipate could cause the need for sudden cash requirements in excess of cash readily available to me.

   ☐ Yes ☐ No

7. I have checked my investment objectives where applicable:

   ☐ Income ☐ Appreciation ☐ Other

8. I can bear the risk of the proposed investment, including the loss of my entire investment, a lack of liquidity in the investment or an inability to sell the investment for an indefinite period of time.

   ☐ Yes ☐ No

9. I learned about this investment in the following manner (check each applicable line).

   ☐ Personal contact or acquaintance
   ☐ Investment adviser or counselor
   ☐ Prior investment or Association with the Limited Partnership
   ☐ Broker-dealer
   ☐ Affiliation with business or management
   ☐ Immigration Research
   ☐ Other (please state):

10. I have received a copy of the Amended and Restated Offering Memorandum, dated as of January 30, 2015, and all Exhibits thereto (the "Memorandum") setting forth information relating to the Limited Partnership and the terms and conditions of a purchase of an Interest, as well as any other information I deemed necessary or appropriate to evaluate the merits and risks of an investment in the Interest. I further acknowledge that I have had the opportunity to ask questions of, and to receive answers from, representatives of the Limited Partnership concerning the terms and conditions of the Offering and the information contained in the Memorandum.

☐ Yes ☐ No

Name and position of person talked to (if applicable): _____

I acknowledge that the individual(s) to whom I have spoken did only clarify the information contained in the Memorandum and that I am continuing to rely solely upon the information, representations and disclosures contained in the Memorandum.

11. If I am an EB-5 Investor, with respect to my qualifications as an "alien entrepreneur" for purposes of the Regulations to the Immigration and Nationality Act, as amended, I represent and warrant that:

(a) I have attained the age of 18 years and have the legal capacity and competence to execute all necessary documents in connection with this Offering;

(b) I have complied and will continue to comply with all the requirements, terms and conditions prescribed by U.S Citizen and Immigration Services and the U.S. Department of State in connection with my forthcoming petition as an EB-5 fifth employment-based visa preference "alien entrepreneur" and subsequent applications for lawful permanent residence;

(c) I have accumulated a net worth of not less than $US1,000,000, not including residence, home furnishings or automobiles; or an individual income in excess of $200,000 each of the two most recent years; or a joint income with my spouse in excess of $300,000 in each of the two most recent years and reasonably expect to reach the same income level in the current year;

(d) I am in good health and know of no health impairment which would likely result in exclusion under the Immigration and Nationality Act, as amended; and

(e) I have never been convicted of any criminal offense or engaged in any acts which constitute crimes of which I have not been convicted and I do not know of any facts which would result in my failure to meet the requirements of an "alien entrepreneur" or to be admitted to the United States as a lawful permanent resident.

12. I was not solicited by any general form of advertisement for this investment.

13. I am aware that there are limitations on my ability to sell the Interest and that the certificate evidencing the Interest will carry a restrictive legend.

14. I am purchasing the Interest for personal investment and without a view to redistribution.

15. I represent and warrant to the Limited Partnership and its general partner that the information contained in this Investor Questionnaire is true, complete and correct.

16. I agree to notify the Limited Partnership promptly of any change in the foregoing information which may occur prior to transfer of the Interest to me.

Dated: _____ **Investor Signature:** _____

Investor Escrow Agreement

THIS INVESTOR ESCROW AGREEMENT (the "Agreement") is made by and between the undersigned (the "Investor") and

People's United Bank
2 Burlington Square
Burlington, VT 05401,

a savings bank chartered under the laws of the United States of America (the "Escrow Agent"), as of the date the Escrow Agent signs the Agreement.

Recitals

A. Offering. Jay Peak Biomedical Research Park L.P., a Vermont limited partnership (the "Limited Partnership"), is in the process of offering to sell limited partnership interests to investors (collectively, the "Investors" and individually, an "Investor"), pursuant to an Amended and Restated Offering Memorandum dated as of January 30, 2015 (the "Offering Memorandum") and a Limited Partnership Agreement to be attached thereto as an exhibit (the "LP Agreement"), as a means to securing funds to financially assist in the construction of a new manufacturing and research facility in Newport, Orleans County, Vermont USA that will manufacture portable dialysis machines, cell therapy machines, vaccines and other bio-medical supplies, as well as conduct cutting-edge research and development, and to do all other acts which may be necessary, incidental or conducive to the foregoing (the "Offering"). The general partner of the Limited Partnership is AnC Bio Vermont GP Services, LLC (the "General Partner"). The business of the Limited Partnership and the use of Investor monies (the "Project") will be fully explained in the LP Agreement and Offering Memorandum. The required minimum amount of investment funds into the Offering per Investor is US$500,000 (the "Investment"), plus an additional US$50,000 in administrative fees (the "Administrative Fees) for costs incurred in developing, creating and structuring the Project and preparing and disseminating the Offering Memorandum.

B. Purpose of Agreement. The Escrow Agent has been retained by AnC Bio Vt, LLC (the "Company") to hold on deposit monies received from Investors in an account for the benefit of the Investors, the Company and the Limited Partnership, deposited to reserve a place in the Offering while Investors conduct due diligence and pending satisfaction of conditions set forth herein before the Investment is released to the Limited Partnership to be used for the Project.

Terms and Provisions

In consideration of the respective covenants and agreements hereinafter set forth, and other good and valuable consideration now paid by each party to the other (the sufficiency and receipt of which is hereby acknowledged), the parties hereto agree as follows:

1. Acknowledgment of Escrow Agent and Ratification of its Duties. As of the date of this Agreement, the Escrow Agent acknowledges receipt from the Investor of US$_____ to reserve a place in the Offering (the "Minimum Deposit"). Any monies deposited by the Investor with the Escrow Agent in excess of the Minimum Deposit and allocated towards the Investor's

Investment, whether simultaneously hereof or subsequent to the date of this Agreement, will also be subject to this Agreement, and all funds deposited with the Escrow Agent shall be defined herein as the "Escrow Funds". The Escrow Agent agrees with the Investor to hold the Escrow Funds in an account (the "Escrow Account") and disburse the Escrow Funds as set forth herein.

2. Acknowledgements of Investor.

(a) The Investor acknowledges that the Minimum Deposit is tendered to reserve a place in the Offering and that all Escrow Funds shall be subject to this Agreement.

(b) The Investor represents that he or she is a bona fide, qualified accredited investor seeking to invest into the Offering, and that the Escrow Agent, the Company and the Limited Partnership are relying on this representation in accepting the Escrow Funds into escrow (the "Escrow") and into the Offering upon release of the Escrow Funds. The Investor also acknowledges that the Limited Partnership and Company are each a third party beneficiary of this Agreement.

3. Refund of Escrow Funds to Investor.

(a) At any time up to thirty (30) days after payment of the Minimum Deposit, or up to thirty (30) days after the Investor's receipt of the Offering, whichever is the last to occur, unless such period is extended in writing by the General Partner with a copy of such extension sent to Escrow Agent (the "Due Diligence Period"), the Investor upon written notice received by Escrow Agent prior to the expiration of such Due Diligence Period, with a copy to the General Partner, shall be entitled to a full refund of the Escrow Funds.

(b) After the expiration of the Due Diligence Period, unless refunded pursuant to the notice set forth in section 3 above, the Investor shall have an additional forty-five (45) days to complete payment of his or her Investment, if not already done, by depositing the balance owed into the Escrow Account, paying the Administrative Fees directly to the Limited Partnership and delivering the subscription documents executed by Investor to the Limited Partnership for its acceptance of the Investor (the "Subscription Documents").

4. Release of Escrow Funds to Limited Partnership. The Investment shall be maintained in the Escrow Account and only released to the Limited Partnership to be used in the Project upon the earlier to occur of (a) approval of the Investor's I-526 petition by the United States Citizenship and Immigration Services, with a copy of such approval notice to be provided Escrow Agent, or (b) notice to the Escrow Agent that the State of Vermont Regional Center no longer requires escrow of investment funds for the Project.

5. Effect of Release of Escrow Funds to the Limited Partnership. The Investor confirms that upon release of the Escrow Funds to the Limited Partnership pursuant to the terms of section 4 above, the Escrow Funds shall be committed by the Investor to the Offering and be available for the Project immediately and irrevocably upon such release; subject, however, to the refund provisions of the Offering Memorandum, including the LP Agreement.

6. Duties and Responsibilities of Escrow Agent.

(a) As Escrow Agent hereunder, Escrow Agent, acting in such capacity, shall have no duties or responsibilities except for those expressly set forth herein.

(b) The Limited Partnership and the Investor shall jointly and severally indemnify and hold harmless the Escrow Agent against any loss, damage or liability, including, without limitation, reasonable attorney's fees which may be incurred by the Escrow Agent in connection with this Agreement, except any such loss, damage or liability incurred by reason of the negligence or misconduct of the Escrow Agent.

(c) The Escrow Agent, acting as such, shall not be liable to anyone by reason of an error in judgment, a mistake of law or fact, or for any act done or step taken or omitted, in good faith, and this provision shall survive the termination of this Agreement.

(d) At the time the Escrow Funds are released by Escrow Agent in accordance with this Agreement, Escrow Agent shall be discharged from any obligation under this Agreement.

7. Rights of Escrow Agent Upon Dispute.

(a) In the event of any disagreement between the Escrow Agent and the Investor or between them and any other person, resulting in adverse claims or demands being made in connection with the Escrow Funds, or in the event that the Escrow Agent, in good faith, shall be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it or refuse to take any other action hereunder, so long as such disagreement continues or doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of the Escrow Agent and the Investor shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement between the Escrow Agent and the Investor, and the Escrow Agent shall have been notified thereof in writing.

(b) In the event Escrow Agent becomes involved in litigation in connection with this Agreement, the Investor and Limited Partnership agree to jointly and severally indemnify and hold the Escrow Agent harmless from all losses, costs, damages, expenses, liabilities, judgments and reasonable attorney's fees suffered or incurred by Escrow Agent as a result thereof, except that this indemnity obligation shall not apply to any litigation in which relief is sought for the negligence or misconduct of the Escrow Agent.

(c) The Escrow Agent may consult with independent legal counsel in the event of any dispute or questions as to the construction of any of the provisions hereof or its duties hereunder and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of counsel. The Escrow Agent shall have the right to file legal proceedings, including interpleader, to determine the proper dispositions of assets hereunder, all costs thereof constituting an expense of administration of this Agreement.

8. Notices. All notices, instructions and other communications required or permitted to be given hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been duly given if delivered personally, by facsimile or mailed, postage prepaid, registered or certified mail, as follows:

(a) If to the Investor:

_____

_____

_____

(b) If to Escrow Agent:

People's United Bank
2 Burlington Square
Burlington, VT 05401 Attn: Institutional Trust

With a copy of each to:

Jay Peak Biomedical Research Park L.P.
c/o William Stenger
4850 VT Route 242
Jay, VT 05859

Any notice delivered or telexed as aforesaid shall be deemed to have been received by the party or parties to whom it is sent on the date of its being so delivered or telexed. Any notice mailed as aforesaid shall be deemed to have been received by the party or parties hereto to whom it is so mailed five business days after the date of its being so mailed.

9. Generally. (a) This Agreement shall be governed by and construed and in accordance with the laws of the State of Vermont, United States of America.

(b) The section headings are for reference purposes and shall not affect the meaning or interpretation of this Agreement.

(c) This Agreement shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

(d) The terms and provisions of this Agreement may only be amended, modified, waived, superseded or canceled by written instrument executed by both of the parties hereto or, in the case of a waiver, by the party or parties waiving compliance. Notwithstanding the foregoing, no term which affects the Investor's rights or responsibilities may be amended, modified, superseded or canceled without the prior express written consent of the Investor.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

THE INVESTOR (Dated _____)

_____
(signature)

Print Name:_____

THE ESCROW AGENT
PEOPLE'S UNITED BANK (Dated _____)

BY_____
Name: _____
Duly Authorized Agent

THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT JAY PEAK BIOMEDICAL RESEARCH PARK L.P. AND ANC BIO VT, LLC HAVE ACKNOWLEDGED THE TERMS HEREOF AND EACH IS A THIRD PARTY BENEFICIARY.

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AnC BIO VT

JAY PEAK

Section 5

The Exhibits

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Section 5

Schedule of Exhibits

Exhibit A	Letter from United States Senator Patrick Leahy
Exhibit B	Letter from the University of Vermont
Exhibit C	Letter from Governor Peter Shumlin
Exhibit D	Letter from One Source Environmental LLC
Exhibit E	Memorandum of Understanding between State of Vermont Agency of Commerce and Community development and AnC Bio VT LLC
Exhibit F	Equipment List
Exhibit G	Past Jay Peak Projects
Exhibit H	Certificate of Limited Partnership
Exhibit I	Certificate of Organization for AnC Bio Vermont GP Services Inc.
Exhibit J	IRS: Letter of Assignment of EIN Numbers
Exhibit K	Economic Model Data: Job Impacts
Exhibit L	Draft Joint Venture Agreement between Jay Peak Biomedical Research Park LP and AnC Bio Vermont GP Services LLC
Exhibit M	Executed Purchase and Sale Agreement between GSI of Dade County Inc and Jay Peak Biomedical Research Park LP
Exhibit N	Draft Master Distribution Agreement
Exhibit O	Frost and Sullivan Executive Summary
Exhibit P	Executed Deed from GSI of Dade County, Inc. to Jay Peak Biomedical Research Park LP
Exhibit Q	Technical License Agreement between AnC Bio, Inc and AnC Bio VT LLC Dated December 1, 2012
Exhibit R	Construction Management Agreement between North East Contract Services LLC and AnC Bio VT LLC
Exhibit S	Standard form of agreement between owner and construction manager dates as of October 1, 2013 between Peak CM, LLC (general contractor) and AnC Bio Vt LLC
Exhibit T	Engineering contract dated March 15, 2013 between Knight Consulting Engineers, Inc. and AnC Bio VT LLC

Exhibit U	Design, Procurement and Construction Management Services Agreement dated as of March 15, 2014 between the Limited Partnership and Jay Construction Management, Inc.
Exhibit V	Memorandum of Understanding dated December 2, 2014 between AnC Bio VT, LLC and ANC Bio, Inc. and AnC BioPharm, Inc. regarding leasing of clean rooms
Exhibit W	Summary of Property Appraisal from John W. Stevens dated October 2, 2014

Additional Exhibits are available upon written request from the investor.

PATRICK LEAHY
VERMONT

COMMITTEES:
AGRICULTURE, NUTRITION, AND FORESTRY
APPROPRIATIONS
JUDICIARY

United States Senate

WASHINGTON, DC 20510-4502

Exhibit A

October 9, 2012

Mr. Ariel Quiros
Chairman
AnC Bio Vermont
c/o Jay Peak Resort
4850 Vermont Route 242
Jay, VT 05859

Mr. Bill Stenger
President and CEO
Jay Peak Resort
4850 Vermont Route 242
Jay, VT 05859

Dear Ariel and Bill:

I was so pleased to be part of the AnC Bio Vermont project launch recently. With the three-year extension of the EB-5 program now signed into law, I believe AnC Bio Vermont is in a great position to succeed.

I was proud to shepherd the extension bill through the Senate and very pleased that President Obama signed the bill into law on September 29, 2012.

One of the things that is so valuable about AnC Bio Vermont is the anticipated scope of job creation and the quality of those jobs. Your investors can be proud of this job-creating economic development project and the positive impact it is having and will have on the Newport region of Vermont.

Bill, Jay Peak is a leader in EB-5 project success and I am very pleased you are assisting the AnC Bio Vermont team. I have every hope and expectation that AnC Bio will achieve the same success that Jay Peak's projects have had. The proposed project is a win-win situation for the investors, the community and AnC Bio Vermont. I am proud to support your efforts and look forward to celebrating the project's completion with you.

Keep up the good work. Please feel free to contact me directly should you need assistance as you implement your plans.

Sincerely,

Patrick Leahy

PATRICK LEAHY
United States Senator

VERMONT OFFICES: COURT HOUSE PLAZA, 199 MAIN STREET, BURLINGTON 802/863-2525
FEDERAL BUILDING, ROOM 338, MONTPELIER 802/229-0569
OR DIAL TOLL FREE 1-800/642-3193
SENATOR_LEAHY@LEAHY.SENATE.GOV

Exhibit B

The University of Vermont

Office of the President

October 5, 2012

Bill Stenger
President and CEO Jay Peak Resort
General Partner, AnC Bio Vermont GP Services LLC
Jay, Vermont 05859-9621

Dear Bill:

On behalf of President Sullivan and the University of Vermont I want to congratulate you and your colleagues on your bold initiative to stimulate the economic activity in the Northern Region of Vermont. There is an exciting range of activities from further growth of Jay Peak Ski Resort to the development of the Biotech Research Park in Newport. As we have discussed in multiple conversations, the University of Vermont is committed to developing a working relationship with companies that will locate in the Biomedical Park. In our discussions with representatives from AnC Bio it is clear that there are many areas where research collaborations can be developed. I expect that the planned facility, particularly the availability of the *clean rooms*, will attract both private sector companies and academic institutions to Newport creating a critical mass of research activity.

The University of Vermont has an outstanding Medical School and a very strong biomedical research effort with faculty who are internationally renowned for their studies in cardiovascular disease, cancer and neuroscience amongst others. Many of our scientists are working in stem cell biology on topics like regeneration of cardiac muscle and treatment of chronic airways disease. It is our expectation that there will be the opportunity to develop numerous scientist to scientist collaborations between UVM and AnC Bio. In addition, our faculty is engaged in numerous clinical trials at Fletcher Allen Health Care, our partner in the Academic Medical Center.

The collaborations would also extend throughout the campus in areas like engineering and business. We now have a doctoral program in Bioengineering and expect there could be substantial opportunities for interaction in that area.

Potential Opportunities include but are not limited to:

- Collaborations between faculty and AnC Bio scientists
- Internships at AnC Bio for UVM students
- Continuing educational opportunities for AnC Bio employees at UVM at both the undergraduate and graduate levels

OFFICE OF THE PRESIDENT
349 Waterman Building
85 South Prospect Street, Burlington, VT 05405
(802)656-8781 • John.Evans@uvm.edu

Equal Opportunity/Affirmative Action Employer

- Participation of AnC Bio scientists in academic activities at UVM
- Potential opportunities for graduate students to be mentored by AnC Bio scientists
- Sharing of sophisticated equipment between UVM and AnC Bio
- Development of Clinical Trials
- Educational programs to prepare the workforce needed to support a biotechnology based economy

The University of Vermont looks forward to collaborating with you in building a vibrant biotechnology based economy in Vermont.

Sincerely yours,

John N. Evans, Ph.D.
Senior Advisor to the President
University of Vermont

Exhibit C

PETER SHUMLIN
Governor

State of Vermont
OFFICE OF THE GOVERNOR

October 3, 2012

Ariel Quiros, Chairman
AnC Bio Vermont

Bill Stenger, President & CEO
Jay Peak Resort

Dear Ariel and Bill,

What a great EB-5 project you have created with the AnC Bio Vermont Program. I'm so pleased that this investment is being made in Newport, Vermont and that it will result in so much quality employment for the region. This project being organized by Jay Peak will certainly be successful and have the same positive impact that the Jay Peak projects have had on our state.

AnC Bio Vermont will produce a variety of bio-medical products that will have worldwide market appeal. It will also offer a wide compliment of "Clean Rooms" for the benefit of colleges, universities and small bio-science companies around the world. I'm especially pleased that AnC Bio Vermont has established a strong working relationship with the University of Vermont, our state's most prestigious research university.

I look forward to the future success of the AnC Bio Vermont project and am available to meet at any time to assist in its development.

Sincerely,

Peter Shumlin
Governor

109 STATE STREET • THE PAVILION • MONTPELIER, VT 05609-0101 • WWW.VERMONT.GOV
TELEPHONE: 802.828.3333 • FAX: 802.828.3339 • TDD: 802.828.3345

Exhibit D

One
Source
Environmental
LLC

November 5, 2012

Jay Peak Resort
4850 Vermont Route 242
Jay, VT 05859

Attention: Mr. Bill Stenger
President and CEO

Reference: **AnC Bio Vermont Project**

Dear Mr. Stenger:

I was pleasantly surprised after reviewing your plans associated with the AnC Bio VT project currently being contemplated for implementation within the Northeast Kingdom and specifically the Newport area. One Source Environmental is a Niche "Indoor Cleanroom Environmental" company specializing in providing Cleanroom performance testing, maintenance, analytical services and equipment solutions for the Microelectronics, Semiconductor, Aerospace, Food Packaging, Medical Device Manufacturing, Biological Research and Pharmaceutical industries among others. One Source Environmental was established in 1999 and from our headquarters in Colchester, VT we currently service a very diverse, worldwide customer base of Cleanroom owners/users.

The AnC Bio VT project is a very forward looking endeavor that has the potential to significantly change the landscape in this northern Vermont region by attracting small high tech companies poised for growth and ultimately creation of a Life Sciences Mecca within this corridor. A similar concept is currently being pursued in New York State with great success involving the semiconductor and Nano-scale engineering industries. SUNY Albany and multiple partner sites in NY are working with the State and companies small & large to offer world class Cleanroom environments whereby research, manufacturing, education and support variables all come together creating a potent formula for success. One Source Environmental has been a part of this project in NY and we have witnessed firsthand the transformation process. I feel strongly that a similar formula focusing on the Bio Medical and Life Sciences' unique needs can and will be successful in the Northeast Kingdom given careful stewardship, an optimal mix of partners, solid support from state government and cooperation with local universities.

PO Box 64941 Burlington Vermont 05406 – Tel: 802-893-4222 – www.osets.com

Start up entities and young businesses working to bring an initial product to market can seldom afford expensive facility construction & start up expenses combined with related ongoing operational and maintenance costs associated with these high tech endeavors. The ability to manage financial resources with priority placed on the "product" versus the "facility" can be a key variable and often time the difference between success and failure. Based on my experience in the Cleanroom arena combined with a general shortage of "for lease" Cleanroom space as well as dialog with many of our customers I am convinced that the AnC Bio VT model could offer a much needed alternative in an underserved industry with the potential to help companies with specific facility requirements mitigate or soften the cost impact of facilitization and alternatively focus a larger percentage of their typically strained budgets' toward the product being comprehended. Not to mention the project would be a large boon for a historically challenged economy.

The AnC Bio VT project's geographical location is another very important consideration. Given that the project's proposed location is less than 90 miles from Montreal and approximately 225 miles from either Boston or Albany respectively, provides a dynamic and populous pool of potential candidate occupants from which to draw. With the marked increase in Cleanroom demand that we've observed over the past 15 years there is no doubt the AnC Bio VT project will be a success that ultimately garners worldwide attention as the potential is very much without limits.

Please know that we would welcome the opportunity to share our Cleanroom experience and work with you and your partners at some point in the future as the AnC Bio VT concept moves from a two dimensional concept into a three dimensional reality.

Sincerely,

One Source Environmental, LLC (www.osets.com)

Jeffrey J. Jimmo jjimmo@osets.com
President

Exhibit E

MEMORANDUM OF UNDERSTANDING

BETWEEN

STATE OF VERMONT
AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT

AND

AnCBIOVT, LLC

This Memorandum of Understanding ("Agreement") is made and entered into, by and between:

State of Vermont Agency of Commerce and Community Development, and its successors and assigns ("ACCD"), and

AnCBioVT, LLC, a limited partnership organized under the laws of the State of Vermont, and its successors and assigns ("AnCBioVT").

WHEREAS

ACCD, a governmental unit of the State of Vermont, is charged with enhancing the Vermont business climate, marketing Vermont to businesses by facilitating, promoting and creating commercial and business opportunities within Vermont to contribute to the economic viability of and benefit the growth of the state; and,

ACCD is an approved and designated Regional Center recognized by the U.S. Department of Homeland Security ("DHS"), U.S. Citizenship and Immigration Services ("USCIS") in accordance with the Immigrant Investor Pilot Program pursuant to section 203(b)(5) of the Immigration and Nationality Act, as amended, the Departments of Commerce, Justice and State, the Judiciary, and Related Agencies Appropriations Act of 1993, Pub. L. No. 102-395, section 610, as amended, and all applicable regulations promulgated thereunder, (collectively, the "Pilot Program law"); and,

Initial designation as a Regional Center was made in a letter dated June 26, 1997, to Howard Dean, M.D., Governor of the State of Vermont from legacy U.S. Immigration and Naturalization Service (INS), informing him of the ACCD's appointment as a Regional Center; reaffirmation of ACCD's Regional Center was given by USCIS in a letter dated June 11, 2007 to Kevin L. Dorn, secretary of ACCD; and the ACCD Regional Center designation was amended and approved for EB-5 investment across a wider range of business sectors by USCIS in a letter dated October 6, 2009 to Kevin L. Dorn, secretary of ACCD; and,

AnCBioVT is organized for the purpose of creating an EB-5, Alien Entrepreneur investment project within the ACCD Regional Center and managing and operating the investment project in

conformance with 8 U.S.C.§ 1153 (b)(5)(A) - (D); INA § 203 (b)(5)(A) - (D) of the Immigration & Nationality Act (the "Act") and the Pilot Program law; and,

AnCBioVT has contracted with Carroll & Scribner, P.C., Attorneys-at-Law, for legal counsel regarding compliance with U.S. immigration and nationality law as it relates to EB-5, Alien Entrepreneur investment projects and to Regional Center Pilot Programs, and for the purpose of advising upon all transactional matters in connection with such a project; and,

ACCD, as the USCIS approved and designated Regional Center will formally designate an ACCD official, as having amongst his/her principal duties and responsibilities the ongoing coordination, oversight and liaison with respect to those activities of the AnCBioVT commercial enterprise in the recruitment, assistance, and involvement of immigrant investors through the EB-5 program, and identifying said ACCD official to the USCIS in writing. Pursuant to its responsibilities and obligations as a USCIS approved and designated Regional Center within the Immigrant Investor Pilot Program, ACCD desires to obtain assistance in the planning and management of the AnCBioVT EB-5, Alien Entrepreneur investment project within ACCD's Regional Center and to assure the project's compliance with U.S. immigration laws and regulations, as well as all applicable federal and state securities laws and regulations, concerning investments within a regional center in the EB-5 visa preference category and, thereby, to have greater assurance of its compliance with regional center requirements; and,

ACCD and AnCBioVT desire an arrangement whereby AnCBioVT with the on-going benefit of legal counsel will, together with the periodic concurrence of the ACCD's designated Regional Center monitoring official, will assist with the oversight, administration, management and overall compliance of the AnCBioVT project with legal and regulatory requirements, and AnCBioVT will formally report in writing not less than every three (3) months upon the activities of the project to ACCD and respond to any ongoing ACCD inquiries about the project and assist ACCD to comply with its obligations as a USCIS approved and designated regional center with respect to this project

NOW, THEREFORE, in consideration of the mutual agreements, and representations set forth herein, the parties agree as follows:

1. ACCD will promptly request that USCIS acknowledge ACCD's designation of Lawrence Miller, Secretary of the Agency of Commerce and Community Development as the principal representative of ACCD in its capacity as a Regional Center.

2. ACCD will promptly request that USCIS acknowledge ACCD's designation of John Kessler, General Counsel for the Agency of Commerce and Community Development and Brent Raymond of the Agency of Commerce and Community Development as the principal administrators of the Regional Center.

3. ACCD will promptly request that USCIS acknowledge ACCD's designation of AnCBioVT to assist in the management, administration and overall compliance of the Alien Entrepreneur project organized by AnCBioVT within ACCD's Regional Center with U.S. immigration laws and regulations, as well as all applicable federal and state

securities laws and regulations, controlling the investment process and participation in a regional center, and to report upon the activities of the project to ACCD and respond to ACCD inquiries about the project and assist ACCD to comply with its obligations as a regional center with respect to this project;

4. AnCBioVT will provide support to ACCD including, but not limited to, providing investment-related and supporting documentation to prospective investors, supplying economic analysis and modeling reports on direct and indirect job creation, defining investment opportunities within the AnCBioVT project, and assisting ACCD to comply with relevant regulatory or administrative requirements in support of individual petitions filed with USCIS by immigrant investors affiliated with the AnCBioVT project, such as providing area maps, valid unemployment data, general economic data and demographics concerning the geographic area covered by the AnCBioVT project.

5. AnCBioVT will further support ACCD's compliance with regional center requirements by providing on a quarterly basis formal written progress reports on its activities, overseas meetings and other relevant efforts to promote investment in the AnCBioVT project through the EB-5 Alien Entrepreneur Regional Center Pilot Program. The Quarterly reports will set forth for the preceding quarter and year-to-date the number of investors, the status of alien investor capital (in escrow, transfers from escrow to the limited partnership) and activity of the limited partnership in furtherance of the project. The reports will also contain information distinguishing Investor Petitions "in preparation", "filed with USCIS," "approved by USCIS," "denied by USCIS," or "filed with the USCIS office of Administrative Appeals."

6. AnCBioVT will support the purpose and goals of ACCD's Regional Center by encouraging investment and employment creation within the Regional Center through marketing at emigration fairs and conferences with individual investors outside the United States; maintaining a website to promote and describe the project; preparing a desirable business plan to encourage individual investments in the project within the Regional Center; establishing escrow accounts to assist orderly investment in the project; facilitating, on a fee basis, the preparation and submission of the I-526, Alien Entrepreneur petition and petitions for other immigration benefits to USCIS or the Department of State for individual investors; providing the primary entity and related entities to carry out the activities of the project; structuring the enterprise so that it creates requisite employment prior to the investors seeking removal of conditions; seeing to the timely completion and opening of the project; providing operating expertise and personnel to operate the project efficiently; and, if requested by individual investors, making referrals to advisors who may assist with issues arising from relocation by the investor and the investor's spouse and children to the United States.

7. AnCBioVT agrees to promote investment in its project and to perform its obligations under this Agreement honestly, consistently and fairly in furtherance of its efforts to assist ACCD with the oversight and management of the Regional Center in connection with AnCBioVT.

8. AnCBioVT will act in an independent capacity and not as officers or employees of ACCD or the State of Vermont. AnCBioVT shall indemnify, defend, and hold harmless ACCD, the State of Vermont and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of AnCBioVT's acts and/or omissions performed under this Agreement.

9. This Agreement shall be governed by the laws of the State of Vermont.

10. This Agreement may be modified by written consent of the parties. This Agreement may not be cancelled except upon a material breach of its terms or a material misrepresentation by a party which remains uncured for more than fourteen (14) days after receipt of a Notice of Intent to Cancel that provides specific information justifying the cancellation.

11. ACCD will notify USCIS in writing within thirty (30) days of any change in the designation of the principal representative of ACCD or the principal administrator to ACCD or any significant change in or the termination of this Agreement with AnCBioVT.

12. In the event of cancellation of this Agreement, ACCD will provide USCIS a clear explanation as to how services and responsibilities of AnCBioVT hereunder will be performed, and by whom, without interruption to the functioning of the Regional Center in connection with the AnCBioVT project or any affected alien investor in the AnCBioVT project.

13. Notices given hereunder shall be in writing and delivered by courier or by U.S. mail to:

For ACCD:
The ACCD Secretary or ACCD General Counsel
National Life Building, Drawer 20
Montpelier, VT 05620-0501

For AnCBioVT:
Ariel ~~Aeril~~ Quiros, Chair and CEO
Ary Quiros, Treasurer
Jay Peak Resort
Jay, VT 05859-9621

The parties have executed this Agreement in duplicate originals as of the date of their signatures affixed below.

State of Vermont Agency of Commerce and Community Development

Dated: 10/5/2012

Lawrence Miller, Secretary

AnCBioVT, LLC

Dated: 10/9/2012

William Stenger
Duly Authorized Agent of AnCBioVT, LLC, General Partner

AnCBioVT, LLC

Dated: 10/31/2012

Ariel Quiros
Duly Authorized Agent of AnC BioVT, LLC, General Partner

LUCIA KATIA PEREZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE119580
Expires 8/7/2015

Equipment Budget

CATEGORY	CLASS	DESCRIPTION	No./room	General	Units	Validation	Unit Price	Amount per Unit	Total Amount
	Production Equipment	LFBSC	1		10	$ 53,989	$ 95,275	$ 149,264	$ 1,492,636
		Centrifuge	1		10	$ 45,369	$ 75,993	$ 121,362	$ 1,213,618
		CO2 Incubator	2		20	$ 14,178	$ 71,456	$ 85,634	$ 1,712,676
		Orbital shaker	1		10	$ 5,671	$ 10,208	$ 15,879	$ 158,791
		Variaivel speed pump	1		10	$ 8,507	$ 23,819	$ 32,325	$ 323,253
		Balance	1		10	$ 1,996	$ 5,444	$ 7,440	$ 74,405
		Sterile welder	1		10	$ 30,465	$ 53,762	$ 84,227	$ 842,273
		Impulse sealer	1		10	$ 9,641	$ 17,013	$ 26,654	$ 266,542
		Microscope(inverted)	1		10	$ 7,089	$ 63,970	$ 71,059	$ 710,590
		Dry bath	1		10	$ 4,726	$ 18,346	$ 23,072	$ 230,720
		Pipette aid	1		10	$ 1,418	$ 3,335	$ 4,752	$ 47,524
		Heat sealer	1		10	$ 2,495	$ 41,172	$ 43,668	$ 436,676
		Label printer	—	3	3	$ -	$ 5,444	$ 5,444	$ 16,333
		LN2 Tank(Storage 용)	—	3	3	$ 9,452	$ 141,778	$ 151,230	$ 453,689
		LN2 supply tank	—	2	2	$ 9,452	$ 141,778	$ 151,230	$ 302,459
		Temperature controlled freezer	—	3	3	$ 27,410	$ 130,436	$ 157,846	$ 473,538
		CO2 supply / gassing supply / sterile	—	3	3	$ 55,435	$ 782,613	$ 838,048	$ 2,514,145
		Purified water supply	—	1	1	$ 16,872	$ 238,187	$ 255,058	$ 255,058
		Compressed air supply	—	3	3	$ 6,380	$ 306,240	$ 312,620	$ 937,860
		Vacuum supply	—	3	3	$ 6,380	$ 306,240	$ 312,620	$ 937,860
		Autoclave	—	3	3	$ 33,081	$ 357,280	$ 390,361	$ 1,171,084
		Washing machine	—	3	3	$ 20,416	$ 204,160	$ 224,576	$ 673,728
		Dry oven	—	3	3	$ 1,701	$ 17,013	$ 18,715	$ 56,144
		Shaking water bath	—	3	3	$ 4,726	$ 13,611	$ 18,337	$ 55,010
		Filter integrity tester	—	3	3	$ 13,611	$ 136,107	$ 149,717	$ 449,152

Exhibit F-1

		Flexible tube pump for media filtration	—	6	6	$	4,726	$	13,611	$	18,337	$	110,020
		Conductivity tester	—	3	3	$	471	$	10,208	$	10,679	$	32,036
		Balance(micro)	—	3	3	$	624	$	13,611	$	14,234	$	42,703
		Balance(macro)	—	3	3	$	312	$	6,805	$	7,117	$	21,352
		pH meter	—	3	3	$	312	$	6,805	$	7,117	$	21,352
		Production Eulpment Total										$	16,033,227
Cell culture		LFBSC	—	4	—	$	6,749	$	68,530	$	75,279	$	301,116
		3rd Distilled Water system	—	1	—	$	7,089	$	171,205	$	178,294	$	178,294
		Microorganism Culture Incubator	—	3	—	$	822	$	48,830	$	49,653	$	148,958
		Autoclave	—	1	—	$	23,630	$	322,667	$	346,296	$	346,296
		BacT alert	—	1	—	$	27,902	$	351,765	$	379,667	$	379,667
		Balance(macro)	—	4	—	$	1,304	$	20,572	$	21,876	$	87,505
		Balance(micro)	—	2	—	$	1,467	$	52,018	$	53,484	$	106,969
		Centrifuge	—	1	—	$	7,089	$	64,924	$	72,013	$	72,013
		Chemical hood	—	3	—	$	-	$	15,644	$	15,644	$	46,933
		CO2 Incubator	—	4	—	$	7,486	$	57,689	$	65,175	$	260,699
		Conductivity tester	—	1	—	$	471	$	10,208	$	10,679	$	10,679
		Dry oven	—	2	—	$	1,701	$	25,618	$	27,319	$	54,638
		DW generator	—	1	—	$	-	$	113,422	$	113,422	$	113,422
		ELISA reader	—	1	—	$	12,051	$	170,133	$	182,184	$	182,184
		Endotoxin analyser	—	1	—	$	4,889	$	71,182	$	76,071	$	76,071
		Freezer -20℃	—	5	—	$	6,519	$	22,121	$	28,640	$	143,199
		Freezer -80℃	—	2	—	$	6,519	$	107,164	$	113,683	$	227,366
		Furniture for personel airlock	—	1	—	$	-	$	170,133	$	170,133	$	170,133
		Furniture for storage	—	1	—	$	-	$	136,107	$	136,107	$	136,107
		Gel imaging and analysis system	—	1	—	$	1,406	$	30,624	$	32,030	$	32,030
		GUAVA	—	2	—	$	14,178	$	510,791	$	524,969	$	1,049,938
	QA & QC Equipment	HPLC		1	—	$	14,178	$	453,689	$	467,867	$	467,867
		Ice maker	—	1	—	$	-	$	34,027	$	34,027	$	34,027
		Incubator(22℃)		3	—	$	6,519	$	50,786	$	57,304	$	171,913
		Lab. Funiture	—	1	—	$	-	$	622,649	$	622,649	$	622,649
		LN2 Tank(For Lab)	—	1	—	$	5,671	$	34,027	$	39,698	$	39,698
		Micro centrifuge	—	1	—	$	3,911	$	25,852	$	29,764	$	29,764
		Microscope(inverted)	—	2	—	$	-	$	189,689	$	189,689	$	379,378
		Microscope(upright)	—	1	—	$	-	$	73,724	$	73,724	$	73,724
		pH meter	—	3	—	$	1,630	$	16,231	$	17,861	$	53,582
		Purified water supply	—	1		$	22,815	$	171,698	$	194,513	$	194,513
		Real time PCR machine	—	1	—	$	21,777	$	217,771	$	239,548	$	239,548
		Refrigerator 4℃	—	5	—	$	6,519	$	43,804	$	50,323	$	251,615
		Temperature controlled freezer	—	1	—	$	27,410	$	130,436	$	157,846	$	157,846
		TOC analyser	—	1	—	$	7,231	$	102,080	$	109,311	$	109,311
		UV spectrophotometer	—	1	—	$	7,231	$	102,080	$	109,311	$	109,311
		Vortex mixer		5	—	$	-	$	1,701	$	1,701	$	8,507
		Water bath	—	3	—	$	1,467	$	8,507	$	9,973	$	29,920
		Air Sampler	—	6	—	$	574	$	38,916	$	39,489	$	236,935
		Hot Air Sterilizer	—	1	—	$	19,556	$	146,667	$	166,222	$	166,222

		Cold Chamber	—	4	—	$ 6,437	$ 61,365	$ 67,802	$ 271,209
		Sterility tester	—	1	—	$ 1,630	$ 78,809	$ 80,439	$ 80,439
		Washing machine	—	2	—	$ 1,548	$ 44,978	$ 46,526	$ 93,052
		Hydrothermograph	—	2	—	$ -	$ 11,225	$ 11,225	$ 22,450
		Luminometter	—	1	—	$ 5,704	$ 77,244	$ 82,948	$ 82,948
		QA / QC Eulpment Total							$ 8,050,643
		Cell Therapy Equipment Total							$ 24,005,871
	Production	Ultrasonic cleaner							$ 30,000
		Dryer							$ 51,550
		Surface plate							$ 20,620
		Electric drill							$ 3,437
		Distilled water production equipment							$ 85,917
		Soldering iron							$ 17,183
		Packaging machine							$ 17,183
		Smoke Absorber							$ 1,718
		Electric graining machine							$ 20,620
		UV hardening machine							$ 343,668
		DC power supply							$ 25,775
		bath machine							$ 68,734
		BGA rework							$ 257,751
		Emulator							$ 25,775
		Conveyor							$ 85,917
		Burn in chamber							$ 859,169
		Production JIG							$ 171,834
		Work bench							$ 17,183
		Rack							$ 137,467
		etc.							$ 859,169
		Mechanical							$ 515,502
		Injection machine(70T)							$ 567,052
		etc.							$ 515,502
		Steam sterilization							$ 1,718,339
		Frame Less printer							$ 120,284
		Full auto uBGA							$ 687,336
		Profiler							$ 343,668
		etc.							$ 171,834
		Filter Assembly							$ 5,155,017
Artificial Organ		Production Eulpment Total							$ 12,895,203
		Leakage current tester							$ 18,178
		AC withstanding voltage hi tester							$ 72,711
		DC ampere meter							$ 9,089
		Digital power meter							$ 145,421
		Manometer							$ 18,178
		Flower meter							$ 545,331
		Oscilloscope							$ 181,777
		Height gage							$ 27,267
		Vernier calipers							$ 18,178

	QA & QC Equipment	Electronic scale(large)							$ 5,453
		Electronic scale(small)							$ 7,271
		Push-pull gage							$ 3,636
		Durometer							$ 27,267
		Radiation thermometer							$ 9,089
		Digital thermo hygrometer							$ 36,355
		Sound lever meter							$ 18,178
		Earthing tester							$ 18,178
		Slidacs							$ 10,907
		Digital hi tester							$ 18,178
		Stop watch							$ 1,818
		etc.							$ 545,331
		UG NX6							$ 545,331
		AUTO CAD							$ 90,888
		OR CAD							$ 145,421
		etc.							$ 901,332
		Filter Inspection							$ 3,635,537
		QA / QC Eulpment Total							$ 7,056,297
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
								Equipment Total	$ 44,035,370

Cell Culture Production Equipment

anCBIO VT LLC

• LFBSC	• Temperature controlled freezer
• Centrifuge	• CO2 supply/gassing supply/sterile
• CO2 Incubator	• Purified water supply
• Orbital shaker	• Compressed air supply
• Variable speed pump	• Vacuum supply
• Balance	• Autoclave
• Sterile welder	• Washing machine
• Impulse sealer	• Dry oven
• Microscope(inverted)	• Shaking water bath
• Dry bath	• Filter integrity tester
• Pipette aid	• Flexible tube pump for media filtration
• Heat sealer	• Conductivity tester
• Label printer	• Balance(micro)
• LN2 Tank(Storage용)	• Balance(macro)
• LN2 supply tank	• pH meter

Exhibit F-2

Cell Culture QA/QC Equipment

anCBIO VT LLC

• LFBSC	• Freezer -20℃	• Purified water supply
• HPLC	• Freezer -80℃	• Real time PCR machine
• GUAVA	• Furniture for personnel airlock	• Refrigerator 4℃
• Autoclave	• Furniture for storage	• Temperature controlled freezer
• BacT alert	• Gel imaging and analysis system	• TOC analyzer
• Balance(macro)	• Microorganism Culture Incubator	• UV spectrophotometer
• Balance(micro)	• 3rd Distilled Water system	• Vortex mixer
• Centrifuge	• Ice maker	• Water bath
• Chemical hood	• Incubator(22℃)	• Air Sampler
• CO2 Incubator	• Lab. Furniture	• Hot Air Sterilizer
• Conductivity tester	• LN2 Tank(For Lab)	• Cold Chamber
• Dry oven	• Micro centrifuge	• Sterility tester
• DW generator	• Microscope(inverted)	• Washing machine
• ELISA reader	• Microscope(upright)	• Hydrothermograph
• Endotoxin analyzer	• pH meter	• Illuminometer

AnC Bio 006843

Medical Device Production Equipment

anCBIO VT LLC

• Ultrasonic cleaner	• Burn in chamber
• Dryer	• Production JIG
• Surface plate	• Work bench
• Electric drill	• Rack
• Distilled water production equipment	• Mechanical
• Soldering iron	• injection machine(70T)
• Packaging machine	• Steam sterilization
• Smoke Absorber	• Frame Less printer
• Electric graining machine	• Full auto uBGA
• UV hardening machine	• Profiler
• DC power supply	• BGA rework
• Bath machine	• Emulator
• Conveyer	

AnC Bio 006844

Medical Device QA/QC Equipment

AnC BIO VT LLC

• Leakage current tester	• Radiation thermometer
• AC withstanding voltage hi tester	• Digital thermo hygrometer
• DC ampere meter	• Sound lever meter
• Digital power meter	• Earthing tester
• Manometer	• Slidacs
• Flower meter	• Digital hi tester
• Oscilloscope	• Stop watch
• Height gage	• UG NX6
• Vernier calipers	• AUTO CAD
• Electronic scale(large)	• OR CAD
• Electronic scale(small)	• Durometer
• Push-pull gage	• Filter Inspection

AnC Bio 006845

Exhibit G

Past Jay Peak EB-5 Projects

Jay Peak Resort has been the cornerstone of the Vermont Regional Center since its creation in 1997. Bill Stenger, President and CEO of Jay Peak worked cooperatively with Vermont Governor Howard Dean and U. S. Senator Patrick Leahy to create the Vermont Regional Center with Jay Peak, Vermont's first and most successful project.

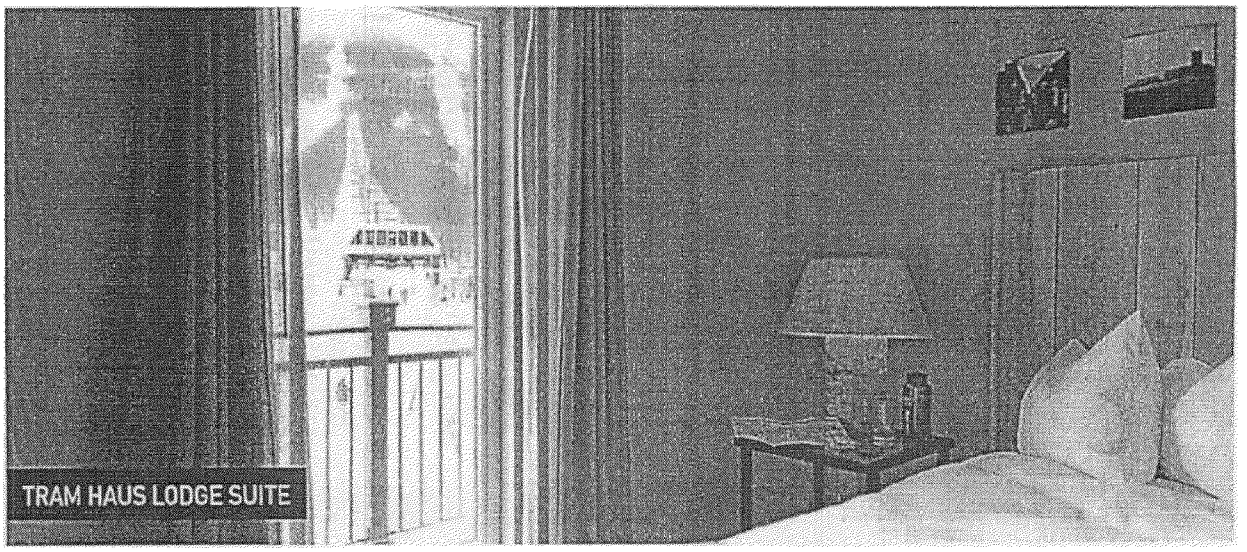
Since 2006 when new USCIS administrative initiatives made the EB-5 Visa Program more functional, Jay Peak has had six successful projects that have welcomed over 550 investors from 60 countries around the world. Investors have benefited from overwhelming success at the I-526 approval level and the I-829 removal of conditions level as well. The six successful projects are:

1. PHASE I - Tram Haus Lodge

$17.5 million raised – 35 investors welcomed, 100% I-526 and I-829 approvals.

The Tram Haus Lodge is a beautiful, rustic alpine hotel with 57 luxury suites, two restaurants, spa facility and a gourmet coffee and pastry shop. It is located at the base of the Aerial Tramway and is strategically located in the center of Jay Peak's four lifts serving this popular base setting.

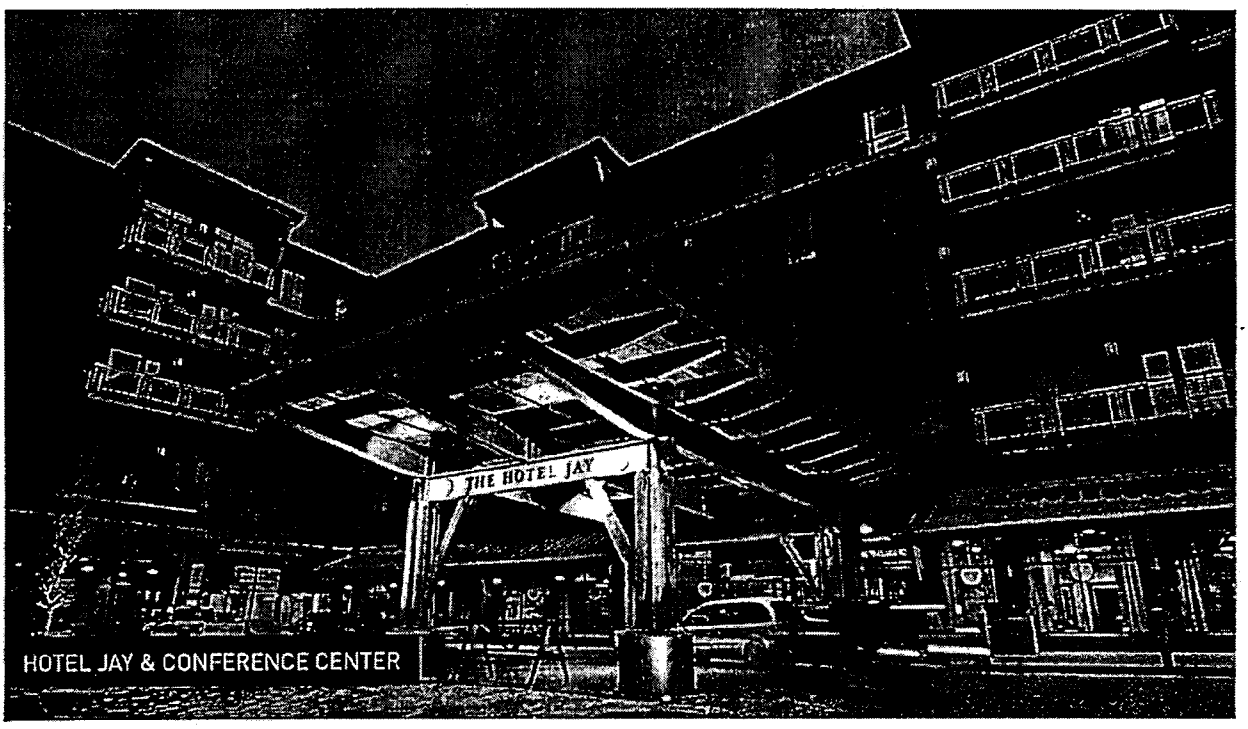
The Tram Haus Lodge was built in 2008/2009 and opened December 18, 2009 and has had successful operation since then.



2. PHASE II – Hotel Jay & Conference Center, Waterpark, Ice Haus Arena and Golf Clubhouse & Nordic Center

$75 million raised, 150 investors welcomed, 100% approval.

Phase II was built in 2010 and 2012. The first component of this project was the Ice Haus indoor ice arena. This professional hockey-sized rink is home ice to local schools and hockey leagues. It is also successfully welcomed scores of destination hockey tournaments. These tournaments welcome players and their families from all over Eastern Canada and Northeastern U.S. States.



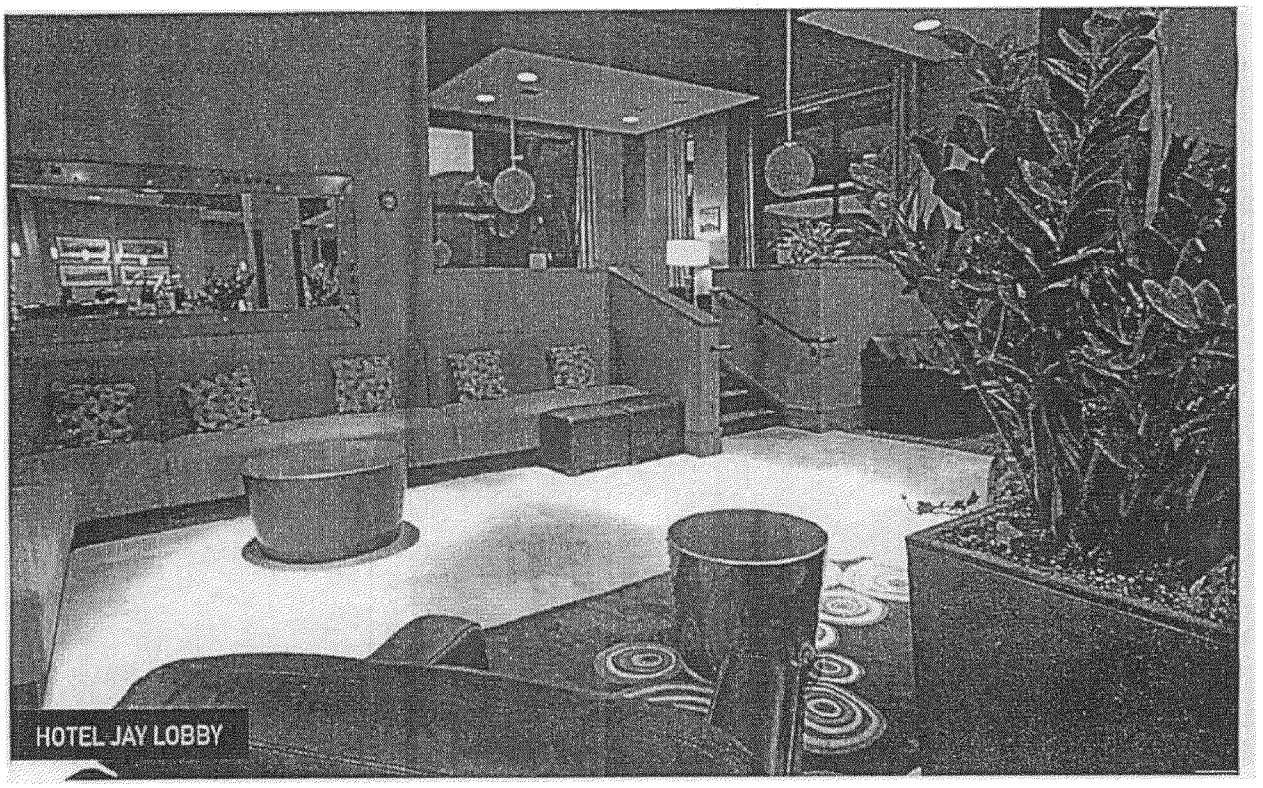
HOTEL JAY & CONFERENCE CENTER

The Golf Clubhouse was also built to service the guests of the Championship Golf Course built by Jay Peak Resort in 2005. The Clubhouse has accommodations and fine dining, a retail shop as well as maintenance facilities.

GOLF CLUBHOUSE & NORDIC CENTER

The main component of the Phase II project is the Hotel Jay and Conference Center itself. 120 suites make up the accommodations component of the Hotel and these suites are complimented by three restaurants, a coffee shop and spacious Conference Center and a remarkable 60,000 sq. ft. indoor waterpark with a retractable roof. The Hotel and Waterpark has proven a remarkable success since opening in November and December of 2011.

The Waterpark, soon to celebrate its first full year of operation, has welcomed 300,000 visitors and the hotel occupancy has surpassed its first year occupancy projection by 50%.



HOTEL JAY LOBBY

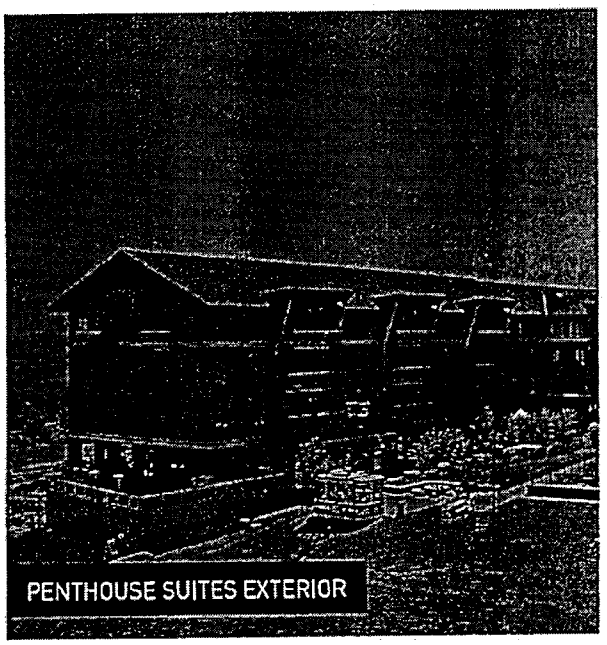
THE FOUNDRY

PUMP HOUSE INDOOR WATERPARK

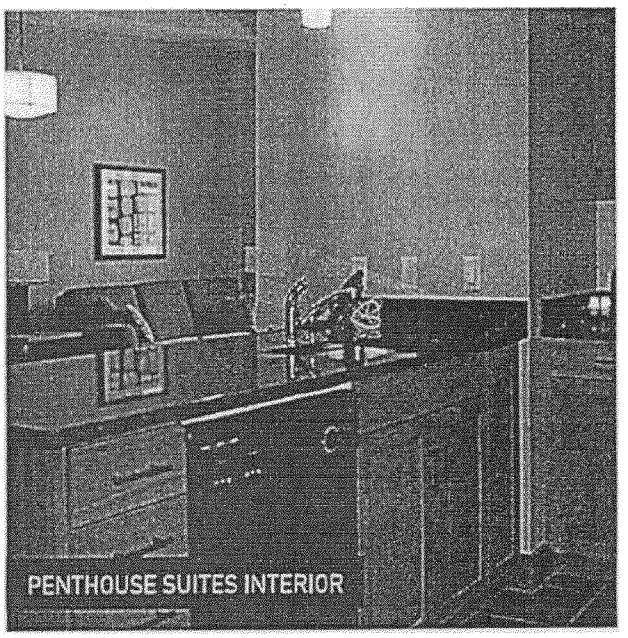
3. PENTHOUSE SUITES PROJECT

$32.5 million raised, 65 investors welcomed, 100% approval.

Because of the significant success of the Hotel Jay a special Penthouse level was constructed atop the Hotel Jay. Fifty-five suites, an executive conference room and a mountain learning center make up the Penthouse Project and have also been highly successful. The Penthouse Suites opened in March 2012.



PENTHOUSE SUITES EXTERIOR



PENTHOUSE SUITES INTERIOR

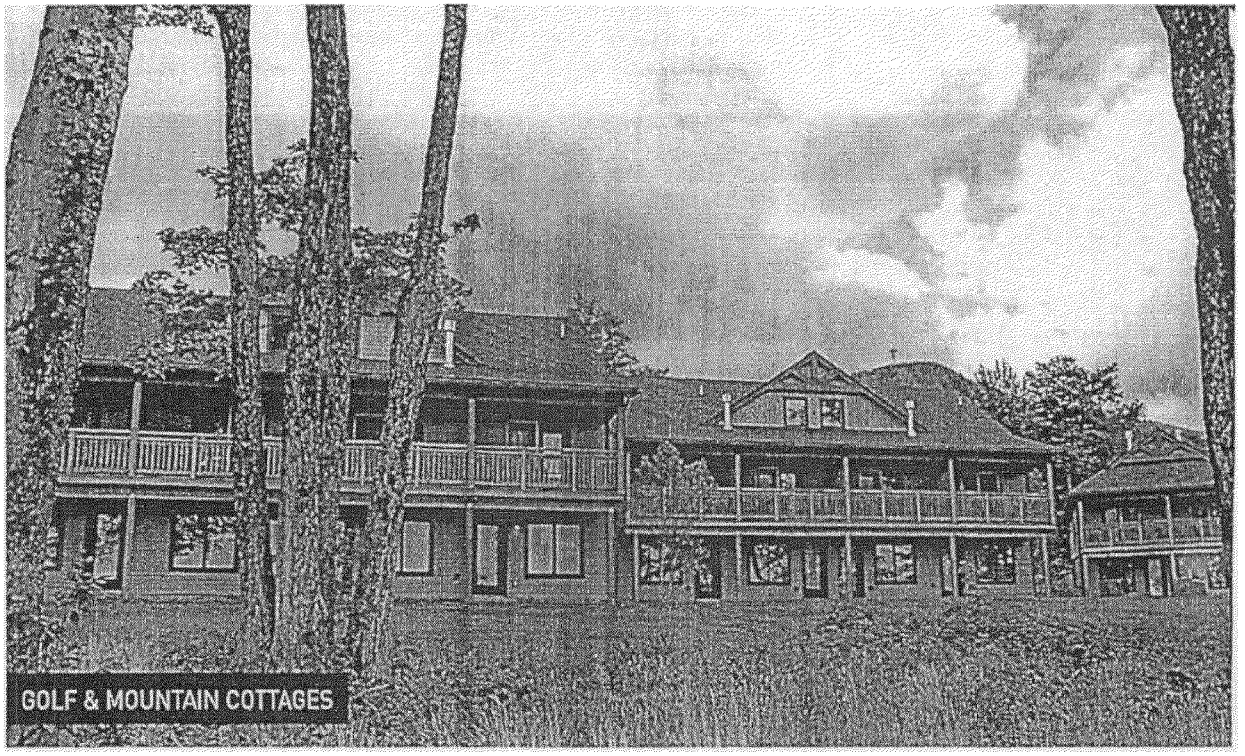
4. GOLF & MOUNTAIN SUITES PROJECT

$45 million raised, 90 investors welcomed, 100% approval.

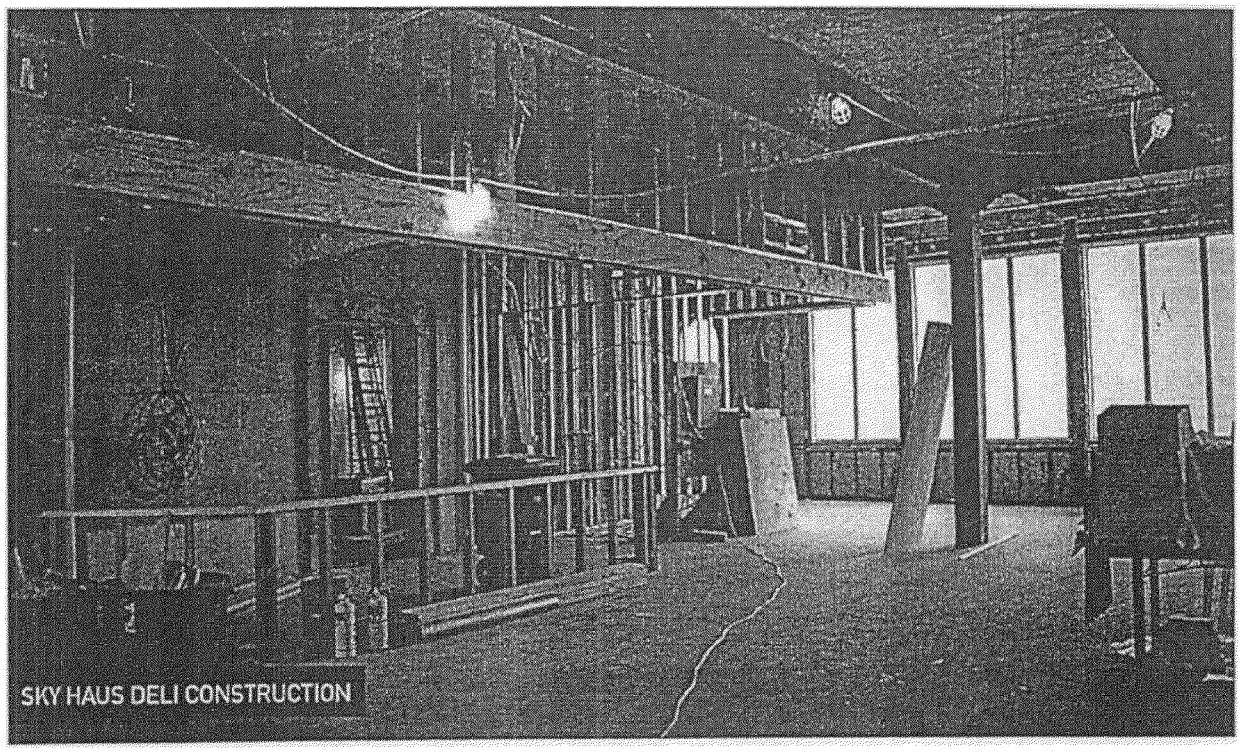
The Golf and Mountain Suites were built in two stages; 30 units of golf course fairway-side villas in 2011 and 70 completed in 2012.

In addition to the villas, a mountain-Top Restaurant, Vermont Country Retail Store, a Family Activities Center and Wedding Chapel are being completed and opened in 2012.

PROVISIONS GENERAL STORE



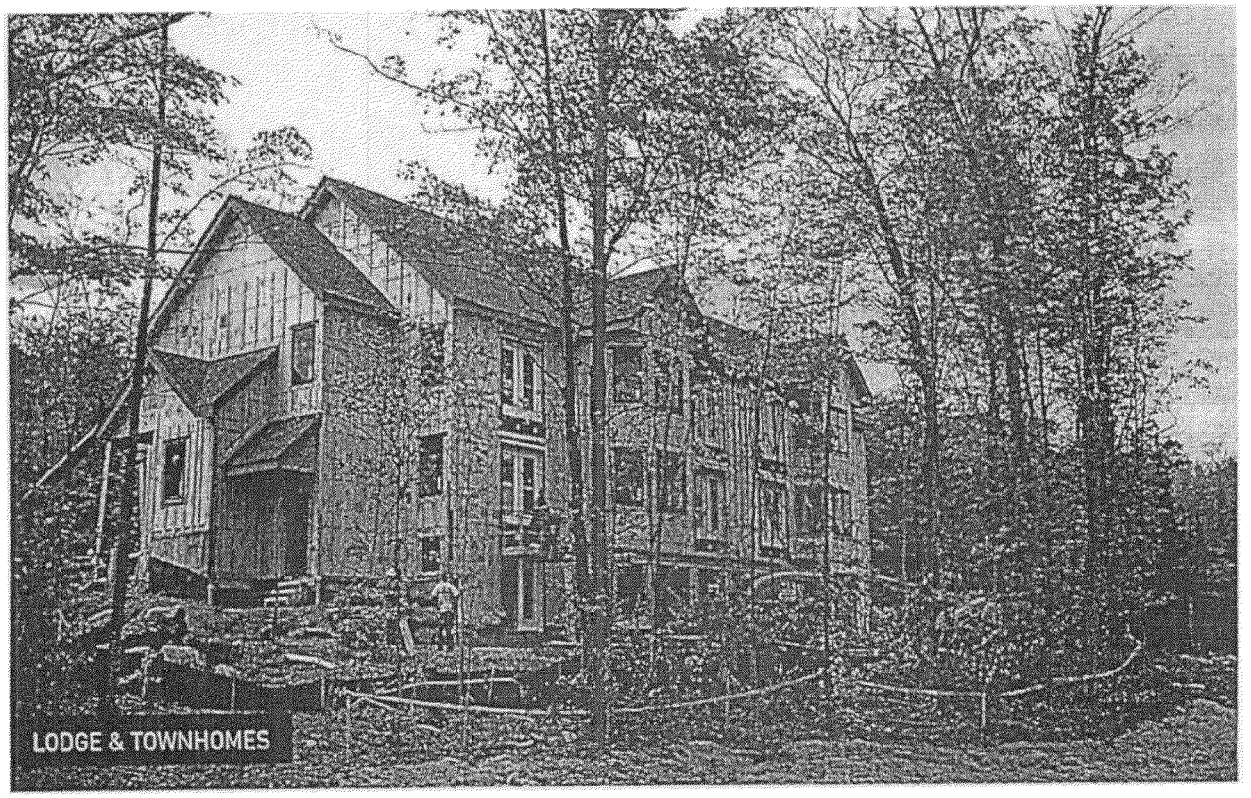
GOLF & MOUNTAIN COTTAGES


SKY HAUS DELI CONSTRUCTION

5. LODGE & TOWNHOMES

$45 million raised, 90 investors welcomed, 100% approval.

Over 100 villas and townhomes are being constructed with a skier service lodge and recreation center and entertainment amphitheater. This successful project is located along the eastern portion of Jay Peak and is part of the popular Stateside base area of the resort. This phase will be fully opened in 2013.

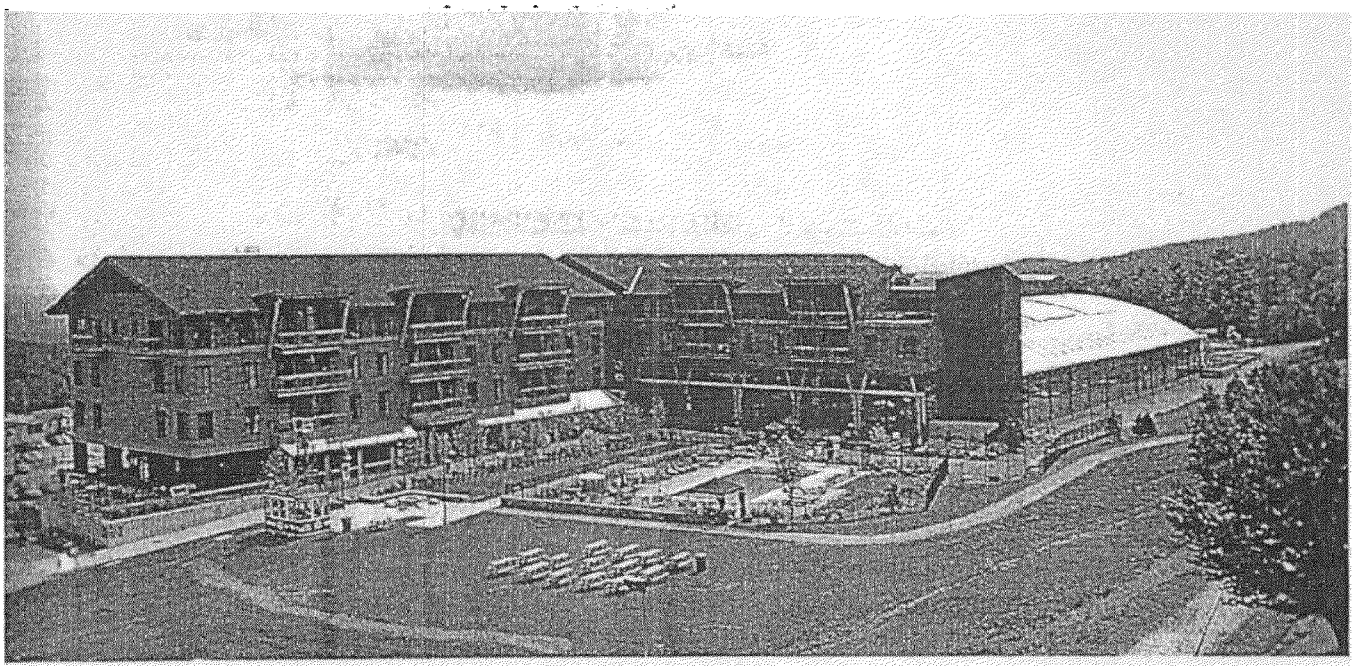

LODGE & TOWNHOMES

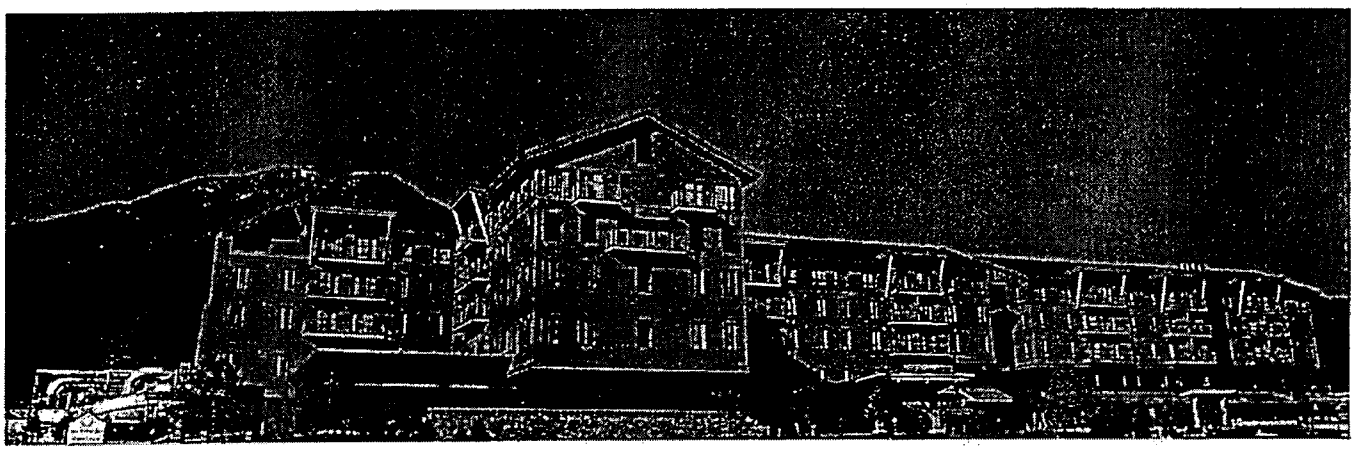
6. HOTEL SUITES STATESIDE PROJECT

$67 million raised, 134 investors welcomed.

The cornerstone of the Stateside project is the new 45 unit hotel accompanied by 84 slopeside villas. In addition to these accommodations located at the eastern base of the mountain, a Medical Center facility will also be located at the entrance of the Resort to meet the healthcare needs of the guests, employees and residents of the Resort and adjoining resort communities.

Jay Peak's projects have been among the most successful EB-5 projects in the country and with such a solid track record Jay Peak is now coordinating numerous additional projects ranging from innovative technology projects such as AnC Bio Vermont to other regional resort hotels and commercial facilities.





JAY PEAK

Exhibit H

CERTIFICATE OF LIMITED PARTNERSHIP

Name of Limited Partnership: **JAY PEAK BIOMEDICAL RESEARCH PARK L.P.**

Address of Office: 4850 VT Route 242, Jay, Vermont 05859-9621

The latest date upon which the limited partnership is to dissolve: December 31, 2061.

The name and the business address of each GENERAL PARTNER:

ANC BIO VERMONT GP SERVICES, LLC
4850 VT Route 242, Jay, Vermont 05859-9621

The name and place of residence of the initial LIMITED PARTNER:

ANC BIO VERMONT GP SERVICES, LLC
4850 VT Route 242, Jay, Vermont 05859-9621

Amount of cash, description, and agreed value of other property contributed by each limited partner: $10.00 or more dollars.

Restrictions on transferability of interests of Limited Partners are set forth in the Limited Partnership Agreement, on file with the General Partner. The interest of the initial Limited Partner shall be terminated upon the admission of the next Limited Partner, per the terms of the Limited Partnership Agreement.

Process Agent's Name and address (must be a resident of VT, or other registered entity in this state):

Mark H. Scribner
131 Church Street, Suite 300
Burlington, VT 05401

Signature(s)/date: **GENERAL PARTNER:**
ANC BIO VERMONT GP SERVICES, LLC

By: _____ 8/21/14
William Stengel, Member — Date
4850 VT Route 242
Jay, Vermont 05859-9621

Exhibit I

STATE OF VERMONT

OFFICE OF SECRETARY OF STATE

The Office of Secretary of State hereby grants a

Certificate of Organization

to

ANC BIO VERMONT GP SERVICES, LLC

a Vermont domestic limited liability company effective on August 01, 2012

August 02, 2012

Given under my hand and the seal of the State of Vermont, at Montpelier, the State Capital

James C. Condos

James C. Condos
Secretary of State

Exhibit J-1 X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-13-2012

Employer Identification Number:
35-2454408

Form: SS-4

Number of this notice: CP 575 D

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

000295.245491.0003.001 1 MB 0.404 532

JAY PEAK BIOMEDICAL RESEARCH PARK
% ANC BIO VERMONT GP SERVICES GEN P
4850 VT ROUTE 242
JAY VT 05859

000295

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 35-2454408. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 04/15/2013

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a lagal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return this stub. Thank you for your cooperation.

(IRS USE ONLY) 575D 09-13-2012 JAYP B 0245274789 SS-4

000295

Keep this part for your records. CP 575 D (Rev. 7-2010)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 D

0245274789

Your Telephone Number
( ) -

Best Time to Call

DATE OF THIS NOTICE: 09-13-2012
EMPLOYER IDENTIFICATION NUMBER: 35-2454408
FORM: SS-4 NOBOD

JAY PEAK BIOMEDICAL RESEARCH PARK LP
% ANC BIO VERMONT GP SERVICES GEN P
4850 VT ROUTE 242
JAY VT 05859

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Exhibit J-2

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-17-2012

Employer Identification Number:
46-0990925

Form: SS-4

Number of this notice: CP 575 B

ANC BIO VT LLC
WILLIAM STENGER MBR
4850 VT ROUTE 242
JAY, VT 05859

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-0990925. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 09/17/2012

After our review of your information, we have determined that you have not filed tax returns for the above-mentioned tax period(s) dating as far back as 2010. Please file your return(s) by 10/02/2012. If there is a balance due on the return(s), penalties and interest will continue to accumulate from the due date of the return(s) until it is filed and paid. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities.

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -

Best Time to Call

DATE OF THIS NOTICE: 09-05-2012
EMPLOYER IDENTIFICATION NUMBER: 46-0901545
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

ANC BIO VERMONT GP SERVICES LLC
WILLIAM STENGER MBR
4850 VT ROUTE 242
JAY, VT 05859

LLC ARTICLES OF ORGANIZATION (Domestic & foreign – T.11, Ch. 21)
Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1104

Name of LLC: ANC BIO VERMONT GP SERVICES, LLC

Organized under the laws of the state (or country) of: Vermont

Business Purpose: Anything legally permitted under the laws of the State of Vermont.

Principal Office: 4850 VT Route 242, Jay, VT 05859

Registered Agent: Mark H. Scribner, Esq.

Agent's Street and P.O. Box: 131 Church Street, Suite 300, Burlington, Vermont 05401
P.O. Box 932, Burlington, Vermont 05402-0932

VERMONT SECRETARY OF STATE CORPORATIONS
2012 AUG -1 PM 12: 19

The fiscal year ends the month of: December.

This is an At-Will Company.

This is a MEMBER-MANAGED company. The name and address of the initial member is: William Stenger, 4850 VT Route 242, Jay, VT 05859

The members are not personally liable for debts and obligations under T.11, §3043(b).

This is not an L3C Company.

Printed Name of Organizer: Mark H. Scribner

Signature: _____ **Date:** 7/31/12

Organizer's Address: 131 Church Street, Burlington, Vermont 05401

$100.00 FEE payable to VTSOS
File in duplicate with self-addressed envelope. If a delayed effective date is not specified, it is effective the date it is approved. A delayed effective date cannot be later than 90 days after the filing

Your e-mail address or phone number so we can contact you with questions:
mscribner@cslaw.us (802) 862-2855

Exhibit J-3

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-05-2012

Employer Identification Number:
46-0901545

Form: SS-4

Number of this notice: CP 575 B

ANC BIO VERMONT GP SERVICES LLC
WILLIAM STENGER MBR
4850 VT ROUTE 242
JAY, VT 05859

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-0901545. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 04/15/2013

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -

Best Time to Call

DATE OF THIS NOTICE: 09-05-2012
EMPLOYER IDENTIFICATION NUMBER: 46-0901545
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

ANC BIO VERMONT GP SERVICES LLC
WILLIAM STENGER MBR
4850 VT ROUTE 242
JAY, VT 05859

Exhibit K

Economic Development
RESEARCH GROUP

May 9, 2014

Response to RFE on Proposed AnC Bio Project's Job Impact Modeling

To Whom it May Concern:

This statement verifies that I handled the AnC Bio jobs impact analysis, which used a multi-region input-output model (provided by IMPLAN) to perform a development phase analysis, and an operations phase analysis of job impacts. The state of Vermont economy, along with the surrounding northeast states, and the balance of U.S. were taken into consideration for the development phase job impacts. The operations phase impacts considered the two-county labor market draw for the campus' eventual workers and it also considered the *rest of the Vermont* economy.

The development phase job impacts have been revised due to a revision in the business plan: job impacts are 628 for Vermont in Year 1, and 232 in Year 2. Elsewhere in the U.S. there are another 128 jobs impacted in Year 1 and 47 more jobs in Year 2. These *'extra-regional jobs'* occur proportionally in the surrounding Northeast regional economy as well as elsewhere in the U.S. and are related to orders for manufactured analytical equipment to out-fit the bio-tech campus.

Regarding the Operations' phase job impacts, the analysis (spanning Years 2 through 4) has also been revised to (a) ensure the jobs analysis was being informed by the most recent (and corrected) business plan, (b) with ample budget detail now made available, the job impacts from *materials & supplies budget expenditures* are now being driven by the "cost-of-goods sold" (that is up-to-date estimate) and the budget for *selling, admin & marketing expenses*; and (c) 'first differencing' the schedule of job impacts reported to show *incremental changes over time*

A set of technical exhibits is provided that supports the initial Development phase impact analysis, and corrects the Operations phase impact analysis.

Respectfully submitted,

Lisa Petraglia

Vice-President of Economic Research

155 Federal Street, 6th Floor, Boston, Massachusetts 02110 USA
telephone 617.338.6775 • fax 617.338.1174 • www.edrgroup.com

The following statements and exhibits are made to clarify questions cited in the recent RFE:

- The development phase analysis was approached as a *spending* analysis to determine total annual job impacts according to the developer's construction schedule.

DEVELOPMENT SCHEDULE	
YR1	**YR2**
73%	27%

- The *incremental* jobs impacts related to the operations analysis were developed (for each of three years) using a bill-of-goods approach depicting (i) the effects from non-tenant campus workers *spending* their paychecks, and (ii) the effects from AnC Bio's annual operations spending apart from the payroll.
- The development budget allocation (based upon the Use of Funds in the Updated Business Plan but condensed to categories that are meaningful for the multiplier transaction model) is as follows:

		from		
Budget excl. *land acquisition* =	$ 112,000,000	VT	elsewhere Northeast	elsewhere U.S.
Construction	$ 52,932,371	$ 43,328,298	$ 9,604,073	-
Specialty lab Equipment	$ 35,000,000	$ 2,000,000	$ 11,637,500	$ 6,362,500
Infrastructure improvements to town	$ 8,000,000	$ 8,000,000	-	-
Working capital for use during initial Operations	$ 16,067,629		$ 6,000,000	
per PEAK CM and NNE Pharmaplan; balance of working capital not spent in the U.S is approximately $10 million for payments to parent company in south Korea for marketing & distribution rights				

• The IMPLAN model assignments and subsequent job impacts are shown in the next exhibit.

Project budget phasing (excludes land purchase)		YR1	YR2	
		$ 70,030,631	$ 25,901,740	VT IMPLAN sector
Facility Construction	Research	$ 17,090,760	$ 6,321,240	New non-residential Construction Health Care & Commercl structures
	Manufacturing	$ 6,643,000	$ 2,457,000	New non-residential Construction MFG structures
	Fit-out & structural equipment	$ 3,858,320	$ 1,427,050	Wholesale trade
	Construction Supervision & expenses	$ 9,232,365	$ 3,414,710	Facilities management
	Design, Architecture & Engineering	$ 1,533,000	$ 567,000	Architectural, engineering Services
	town Infrastructure & site improvements	$ 6,123,186	$ 2,264,740	Construction of Water, Sewage & other delivery systems
FFE	specialty equipment for clean rooms	$ 25,550,000	$ 9,450,000	

VT IMPLAN sector	direct Jobs per $1 Mil local production	IMPLAN's direct jobs YR1	IMPLAN's direct jobs YR2	Type SAM jobs multiplier	Total Jobs YR1	Total Jobs YR2
New non-residential Construction Health Care & Commercl structures	9.53	163	60	1.465	239	88
New non-residential Construction MFG structures	10.45	69	26	1.420	99	36
Wholesale trade	6.18	7	2	1.813	12	4
Facilities management	12.35	114	42	1.509	172	64
Architectural, engineering Services	10.00	15	6	1.701	26	10
Construction of Water, Sewage & other delivery systems	6.34	39	14	1.846	72	27
				VT sub_total	619	229

Non-contractor DEVELOPMENT Purchases	IMPLAN sector						
Specialty lab Equipment	Analytical Laboratory Instrument Manufacturing	direct Jobs per $1 Mil local production	IMPLAN's direct jobs YR1	IMPLAN's direct jobs YR2	Type SAM jobs multiplier	Total Jobs YR1	Total Jobs YR2
	VT	2.7	4	1	2.259	9	3
	Northeast	2.18	19	7	3.284	61	22
	U.S.	2.575	12	4	5.58	67	25

- Relevant Operations-related direct and total impact schedules are shown below (based upon the Projected Income and Expenses in the Updated Business Plan, Page 28).

OPERATIONS	*LOCATION (place-of-work)*	*INCREMENTAL* YR2	YR3	YR4
Incremental AnC Campus Jobs (non-tenant)*	Orleans County	367	140	224
Payroll (incremental)		$ 21,277,625	$ 10,860,000	$ 19,620,000

				INCREMENTAL Induced (from worker Household spending) Jobs **for all Vermont**		
		AnC workers residing	Consumer spending jobs per $1m of Labor Income	YR2	YR3	YR4
Jobs from spending by AnC worker Households, *by place of residence*	Orleans & Franklin counties	50%	5.85	62	32	57
	rest of Vermont	50%	7.84	83	43	77
			annual Induced Jobs VT =	**146**	**74**	**134**

Non-Payroll Spending (materials & supplies & marketing expenses) of AnCBio Campus		Budgets for Materials & Supplies			Total Jobs per $1 Mil spent on supply-chain	VT B-2-B Jobs fulfilling M&S budgets		
AnCBio Activity	*IMPLAN supply-chain for*	YR2	YR3	YR4		YR2	YR3	YR4
Artificial Organ Mfg	#305_surgical and medical apparatus MFG							
Stem Cell Production	#134_In-vitro diagnostic products							
Clean Rooms	#396_medical & diagnostic labs							
	ALL AnC lines of business_M&S budgets	$ 15,070,759	$ 38,691,475	$ 79,209,201	7.38	111	285	584
	INCREMENTAL	$ 15,070,759	$ 23,620,716	$ 40,517,726		111	174	299

- From the above schedules of impacts, the following schedule of results summarizes the source of annual job impacts for Vermont from the AnC Bio project.

		VT Jobs Impacts all Modeled Elements				
		YR1	YR2	YR3	YR4	Job_years
	DEVELOPMENT	619	229			848
	DEVELOPMENT -Laboratory Equipment	9	3			12
1st diferencing	Non-Tenant AnC Campus Jobs*		367	140	224	731
	Household spending effects AnC Labor Income		146	74	134	354
	AnC Operations spending on Materials & supplies		111	174	299	584
	Vermont All	628	856	388	657	2530
	Jobs elsewhere Northeast - Laboratory Equipment	61	22			83
	Jobs elsewhere Northeast -FDA accreditation & verification services		54	18		72
	Jobs elsewhere U.S. -Laboratory Equipment	67	25			91
						2777

Economic Development
RESEARCH GROUP

Job Generating Impacts from The AnC Bio Technology Campus Project

Prepared for:

AnCBIO VT LLC

Newport, Vermont

Prepared by:

Economic Development Research Group, Inc.
155 Federal Street, 6th Floor, Boston, MA 02110

Revised May 9, 2014

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EXECUTIVE SUMMARY

Overview: This is a revision of the November 2012 assessment of the job generating effects from the proposed construction and subsequent operational phases of AnC Bio's biotechnology campus in Newport, Vermont (located in Orleans County). Specifically this job impact revision (i) reflects an update of the prior business plan in both the development phase and the operations phase, (ii) ensures consistency of the jobs analysis with the business plan, and (iii) represents the operations phase job impact schedule to be *incremental with respect to time* (in contrast with the prior intent that USCIS examine the *maximum* year within the allowable first three years of facility operations).

When completed, the campus will be the site of AnC Bio's U.S. headquarters, a manufacturing facility for its line of artificial organs, medical devices and other biomedical products (currently for export markets until future FDA approval in the U.S.), and a R&D clean room capability (50 equipped state-of-the art rooms), some dedicated to the company's adult stem cell product line, and some rooms intended for use by other biotech concerns from the Northeast and elsewhere. Funding for the proposed expansion to be in the form of $110 million from 220 foreign investors into a limited partnership to be known as Jay Peak Biomedical Research Park L.P. (the "New Commercial Enterprise"), through the USCIS EB-5 Visa Program, with additional investment of $8 million from AnC Bio VT LLC ("AnC"), its designee or the community for supporting infrastructure. The $110 million will support physical construction (estimated at $53 million allocated to build and fit-out a R&D facility, a manufacturing/warehousing space, and office space respectively, and site improvements), $8 million of local infrastructure improvements, and the purchase of specialty laboratory equipment (estimated cost of $35 million, of which $15 million will be from overseas manufacturers hence a *leakage*, $2 million from Vermont manufacturers, and $11.6 million from Massachusetts. The balance is expected to originate from elsewhere in the U.S. manufacturing base). Additionally, $6 million of the funds will be used to obtain FDA verification and certification services once operations start, and $10 million of the funds will be spent (with the parent company in South Korea) on North American marketing and distribution rights (another *leakage* from the jobs analysis.) The remaining $6 million is allocated to the purchase of land on which the new facility will be built. The construction of and operations at the new facility will be overseen and run by a joint venture entity (the "Job Creating Enterprise"), on behalf of and owned by the New Commercial Enterprise and a subsidiary of AnC.

Methodology: Four basic steps were used to develop this assessment:

1. Analyze the Business Plan data – for eventual annual (positive net income) *operations* in the first three years (payroll expenditures, number of hires by place-of-residence, other annual purchases to support the campus complex) as well as for the initial Development Phase *Capital Expenditure*
2. Conduct multiplier analysis - relevant aspects of the business plan for each phase are applied to a *geographically appropriate* multi-region IMPLAN economic impact model (vintage 2009)
3. Identify *total job impacts* for each of the first three years of operations on a 2-county northwest Vermont study region, and the *indirect jobs* in the *rest of VT* economy.
4. Identify impacts for the development phase for the relevant study region (state of Vermont) and for the remaining, Northeast regional economy[1].

Traditionally, regional economists refer to direct jobs as the jobs hired through a construction pro forma or the jobs covered by the payroll of a newly operating facility. USCIS EB-5 regulations, however, consider direct jobs to be "actual identifiable jobs for qualified employees located within the commercial enterprise into which the EB-5 investor has directly invested his or her capital. ("EB-5 Immigrant Investor", www.uscis.gov); See also USCIS Adjudicator's Field Manual Section 22.4(a)(2)(A)(Note).

So that the USCIS definition of a direct job is adhered to in this report, only jobs demonstrating an employer-employee relationship with the New Commercial Enterprise (NCE), the EB-5 Limited Partnership, will be deemed direct employment. The NCE will be the direct recipient of EB-5 capital, but the NCE is not expected to have any employees. The NCE will be a distinct entity, bearing a unique Federal Employer Identification Number (F.E.I.N.). The NCE, together with another entity (the "Joint Venturer"), will create and own the Job Creating Enterprise (JCE), also bearing a unique F.E.I.N. The JCE will contract for some services and will hire employees on its payroll to operate the new facility. The Joint Venturer will also have a unique F.E.I.N., and may have some employees but will not receive any EB-5 invested funds. Therefore, all jobs created on account of the primary economic activity by the JCE (construction of the facility and operation of the research, manufacturing and distribution divisions and clean rooms) and any jobs created by the Joint Venturer, are deemed indirect jobs.

[1] Includes the state economies of CT, RI, MA, ME, NH, NY, NJ, and PA.

Key Findings: Summarized in Exhibit ES-1 are the job impacts related to the capital expenditure into the Project over a 2 year construction interval, and for each of the first three years of annual operations occurring in the R&D, manufacturing, and U.S. headquarters facilities. This impact analysis acknowledges that during the construction phase the *"extra-regional"* economies of the most proximal 8-states (the *northeast*) and the *rest of U.S.* provide key supplier shed (particularly as relates to the U.S. share of specialty laboratory equipment required) for some of the first-round *indirect requirements* that are not (adequately) present in the Vermont economy. The first year's job impact (due to development activities) for the Vermont economy is 628 including jobs in the construction sector, an added 61 jobs for the surrounding Northeast regional economy, and 67 jobs in the rest of U.S. During the second year to complete the project build, Vermont will experience 232 jobs, 22 added jobs elsewhere in the Northeast economy, and 25 jobs elsewhere in the U.S. economy. Job years for Vermont would amount to 860; and for the entire U.S. (inclusive of Vermont) 1,034.

Over the first three years of annual operations at the campus, employment will ramp up as production and manufacturing activities increase. These *incremental* non-tenant, indirect full-time positions at the campus are located in Orleans County (367 in year 1, 140 in year 2 and 224 in year 3). The household spending effects created by these new employees' take-home pay mean additional jobs in the combined economies of Orleans and Franklin counties, and additional jobs in the *rest of state*. **Add to this** the job impacts from campus spending for non-payroll purchases from across Vermont (using the IMPLAN model's industry-specific *local purchase coefficients* to determine how much of each types of supply or service expenditure is procured from the Orleans and Franklin counties' economies, and how much from elsewhere in Vermont), and total job impacts for Vermont are 624 in year 2, 388 in year 3 and 657 in the fourth year of AnC Bio's *net positive income* operations. Job years for Vermont would amount to 1,670. In this same interval there are another 72 job years supported in the *rest of the Northeast regional economy* as the JCE procures services to obtain FDA certification.

Exhibit ES-1 – Job Generation effects of the New AnC Bio Technology Campus

		VT Jobs Impacts all Modeled Elements				
		YR1	YR2	YR3	YR4	Job_years
	DEVELOPMENT	619	229			848
	DEVELOPMENT -Laboratory Equipment	9	3			12
1st diferencing	Non-Tenant AnC Campus Jobs*		367	140	224	731
	Household spending effects AnC Labor Income		146	74	134	354
	AnC Operations spending on Materials & supplies		111	174	299	584
	Vermont _All	628	856	388	657	2530
	Jobs elsewhere Northeast - Laboratory Equipment	61	22			83
	Jobs elsewhere Northeast -FDA accreditation & verification services		54	18		72
	Jobs elsewhere U.S. -Laboratory Equipment	67	25			91
						2777

Source: IMPLAN multi-region impact model, 2009.
*Impacts are generated on budget net of land purchase.

Relevant portions of the AnC Bio VT LLC business plan are included in an Appendix to this document.

1 METHODOLOGY & ASSUMPTIONS

Introduction

AnC Bio VT LLC retained Economic Development Research Group, Inc. (EDR Group) of Boston, Massachusetts to develop the (jobs) impact analysis of its proposed development of a biotech research and manufacturing facility as part of South Korea based AnC Bio Korea Inc.'s expansion of its product lines into the U.S. This development effort will establish a 85,00 sq. ft. facility offering 50 state-of-the- art clean room laboratories, a manufacturing (production) space, and administrative space for this new U.S. headquarters. Key staff of EDR Group have earned a national reputation for conducting economic impact analyses using various economic impact analysis data sets and models (REMI and IMPLAN models, RIMS data) with over 56 staff years of experience among its three lead staff. *(For more about EDR Group refer to the end of the report).*

PROJECT SUMMARY

On a 7 acre parcel of land overlooking beautiful Lake Memphromegog in the City of Newport, Vermont, USA, the New Commercial Enterprise will construct and equip (the "Project") a 85,000 square foot, world class certified GMP (Good Manufacturing Practice) and certified GLP (Good Laboratory Practice) biomedical research, manufacturing and distribution facility. The parcel will be known as the Jay Peak Biomedical Research Park. The Job Creating Enterprise will hire many employees at the AnC Bio Project site to work in the research, development, production and distribution operations and will staff and operate on behalf of third parties the clean rooms that will be part of the facility.

This new facility, with HEPA filtered, highly controlled air flow systems, and Environmental Management Systems, will be equipped with versatile scientific equipment assembled for the purpose of supporting research in the fields of cellular based therapy medicine, human growth factors, vaccines, and bioengineering (including production of cutting edge medical devices). This caliber of research requires an extremely low density particle environment in a closely controlled facility. The Job Creating Enterprise will also staff and operate clean room spaces in the building on behalf of third parties so that those third parties may conduct research into certain biomedical areas of concern and industries. These third parties will include universities and colleges looking to

initiate and expand such research, but who have in the past been hampered by a lack of adequate, proximate clean room facilities.

These clean rooms will provide sterile environments and high tech equipment that scientists need for their research efforts, but can rarely afford to build on their own. As the Business Plan points out (see below), there is a shortage of these types of facilities worldwide and this component of the new research center will help meet the needs for eastern North America. Client universities and corporations will be able to use the clean room space and equipment for proprietary research. The clean room facilities can also be used as an extension of current operations of contract manufacturers for overflow and end of lifecycle products with expert support and over 200 sub-licensed Standard Operating Procedures from AnC Bio Korea, Inc.

The Job Creating Enterprise will provide clean room facilities staffed by its own employees (325 predominantly research staff) for start-up companies. This will enable start-ups to grow their businesses while the AnC Bio Project facilities continue to provide them with the infrastructure to support their business model. None of the (tenant) jobs on any third party payrolls, if any, however, will be counted in the job count analysis relied on to support foreign investor EB-5 petitions. The AnC Bio Project facility will also provide clean room space to medical device manufacturing firms needing additional clean room research facilities or companies that need independent clean room access. Operations will be supported with dedicated warehouse, engineering and office space in the new facility allowing companies to operate as if they were in their own facility.

It is projected that infrastructure and preliminary construction of the facility will begin late fall of 2014. It is projected that the facility will open for operation in the spring of 2016. Discussions with potential clients for use of clean rooms are already under way. AnC Bio Korea, Inc. will also contract with the Job Creating Enterprise for the manufacture of devices at the new facility and will conduct stem cell and vaccine research, occupying a significant portion of the facility space, all in reliance upon employees on the payroll of the Job Creating Enterprise. It is projected that AnC Bio VT LLC or its designee or the local community will invest $8 million in cash into the Project, separate from EB-5 investments, to create and upgrade infrastructure at the campus as needed.

Approximately 18,000 square feet of this new facility will be dedicated to the clean rooms. Another 44,000 square feet of the building will be dedicated to support these clean rooms (including 7,500 square feet of Environmental Management and Safety Systems to insure that the building meets the standards necessary for bio-medical research, and an additional 15,000 square feet dedicated to office and conference room facilities for the researchers and their companies). In addition, approximately 18,000 square feet of this facility will be dedicated to the mechanical floor. Finally, 5,000 square feet will be designed for medical

device manufacturing. There will be manufacturing space, warehousing, design, and prototyping areas.

With this in mind, and to provide the capital required to achieve these opportunities, the New Commercial Enterprise seeks a total amount of $110,000,000, to be raised from up to 220 investors ($500,000 each). With the money it raises, the New Commercial Enterprise will purchase land in Newport, Vermont owned by GSI of Dade County, Inc., and provide sufficient capital to construct the clean room facility on the property, as well as equip and furnish said building, for the ultimate benefit of the New Commercial Enterprise and its investors. The New Commercial Enterprise will also enter into a Joint Venture Agreement with the Joint Venturer for the purpose of creating and owning the entity that will be the Job Creating Enterprise to run the operations of the new facility. With the invested funds, and pursuant to the Joint Venture Agreement, the New Commercial Enterprise forecasts that it will, primarily within the Vermont Regional Center and the Northeastern United States, generate 2,777 EB-5 eligible indirect job years, exceeding the 2,200 jobs required for 220 EB-5 investors under EB-5 Alien Entrepreneur regulations.

Methodology

The following sections describe the *jobs impact estimation approach* used. We have prepared our analyses using assumptions and estimates developed through third party sources, information provided by AnC Bio Korea Inc. of South Korea (technical role). In concluding our analysis we have performed a limited number of tests and cross checks to determine the internal consistency and reasonableness of the results

Jobs Multiplier Analysis using the IMPLAN Model

Both USCIS and the chief economist of the Department of Homeland Security have from time to time acknowledged familiarity and suitability of several methodologies for estimating the job impacts associated with EB-5 project proposals. Given the more recent interpretation of regulations which have emphasized consideration of indirect job impacts created beyond the economic boundary of the regional center (in this case the state of Vermont), the IMPLAN software model (the IMPLAN Group, LLC, Huntersville, NC) offers advantages (relative to other methods) due to its *multi-region impact analysis capabilities* (added in early 2010) while remaining a cost-effective system to use, with ample customer support and a proven track-record. As such this analysis was duly developed using the IMPLAN impact software (the internally calculated *Output* multiplier data, defined as Type SAM[2], is derived from region-specific data for 2009).

The analysis model for the development phase would procure construction purchases predominantly from the state of Vermont economy. Thirty-six percent of the development budget will purchase specialty laboratory equipment sourced from overseas (43 percent) and therefore represents an economic *leakage*, from Vermont (6 percent), from elsewhere in the Northeast[3] (Massachusetts specifically, 33 percent), and other parts of the U.S. (almost 18 percent).

The analysis model for the operations phase is structured around the 2-county economy comprised of Orleans (Newport is the county seat), and Franklin counties on the basis that (a) the campus is located here and (b) 50 percent of the workforce is expected to have addresses in these two counties, and the economy representing the *rest of Vermont* region where the balance of campus workers will commute from. The IMPLAN model starts with the direct spending stimulus we

[2]SAM stands for *social accounting matrix* and the concept reflects a multiplier that accounts for *indirect* and *induced transactions* as well as monetary transfers between institutions (consisting predominantly of income stratified households and state/local/Federal government entities). The reference to *Output* in describing the multiplier makes an important distinction to RIMSII data. The latter describes the area's response when $1 of *final demand* for specific commodities, or industrial product emerges, whereas IMPLAN describes he response when $1 of *sales* emerges within the region for a specific commodity, or industrial product.

[3]The Northeast region apart from Vermont includes *Maine, New Hampshire, New York, Rhode Island, Connecticut, New Jersey, Pennsylvania,* and *Massachusetts*

introduce (by type of industry to be sourced from) within the key region-of-impact (either the 2-county area or the state of Vermont). These amounts are described in the construction pro forma (or the annual operating budget) and annotated by the developer to provide an understanding of where special requirements represent purchases from out-of-region businesses (whether in Japan, Germany, California or North Carolina). Such instances of explicit spending *leakage* do not enter the regional impact model. For those instances within the budget that are not (fully) procured from the key region-of-impact but can reasonably be expected to be sourced from a contiguous region the model's trade-flow logic (based upon county-to-county historical $ flows for the entire U.S) then sources from other regions. The pattern of sourcing is a balance between *proximity* for trading, and *scale* of the trading partner.

For both phases, data from the business plan (in 2012$ basis) were mapped to corresponding industry (supplying) sectors (IMPLAN flexibly allows for the user to introduce the project data in the basis they were developed, and within the analysis IMPLAN deflates to 2009$ while solving, and then re-scales results upon viewing results).

The following caveats are made in moving from the business plan to the IMPLAN model runs. (1) construction of the three separate functional spaces (research laboratories, administrative support, production space) are carried out using Construction output variables for *New non-residential Construction Health care/Commercial facilities* and *New non-residential Construction Manufacturing facilities.* IMPLAN's regionally-estimated *local purchase coefficients,* by industry, were relied upon to change line item expenditures into some percent of *local sales*. What remains after the fulfillment by *local sales* is eligible for spill-over fulfillment in the surrounding economies. (2) Specialty laboratory equipment purchases were conveyed into the model as manufacturing output for *Analytical laboratory instruments* (the Vermont region fulfills 6 percent of the equipment requirement, the *rest of the Northeast region* fulfills 33 percent, and the *rest of U.S. region* fulfills 18 percent of the laboratory equipment outlay). (3) Analysis of annual campus operations proceeds from (a) depicting the place-of-residence effects from campus earned labor income (an average labor compensation of $60,750 for Vermont), and (b) the annual non-labor purchases required to conduct campus business. Since there are two different product lines (artificial organs, stem cell products) as well as a *leasing model* for conducting clean room based R&D (no jobs on third party payrolls occupying clean rooms are counted or relied on in the job count analysis herein), the annual supplies and services vary for each of the three activities. An industry aggregation within the IMPLAN model is carried out for *Surgical & Medical Apparatus Manufacturing* for artificial organs line, *In-vitro Diagnostic Product Manufacturing* for the stem cell line, and *Medical & Diagnostic Laboratory Services* for the clean room functioning) to trigger the *demand* mix of supplies and services needed, and similar to (1) above the IMPLAN *local purchase coefficients* are relied upon (with selective adjustment for obviously local items, such as utilities) to determine what

the extent of local procurement.

2 Development Phase Job Impacts

Development will span two-years with 73 percent completion by end of the first 12-months, and the balance completes by month 24.

The following is the disposition of the development budget (excluding the $6 million for the land purchase).

		from		
Budget excl. *land acquisition* =	$ 112,000,000	VT	elsewhere Northeast	elsewhere U.S.
Construction	$ 52,932,371	$ 43,328,298	$ 9,604,073	-
Specialty lab Equipment	$ 35,000,000	$ 2,000,000	$ 11,637,500	$ 6,362,500
Infrastructure improvements to town	$ 8,000,000	$ 8,000,000	-	-
Working capital for use during initial Operations	$ 16,067,629		$ 6,000,000	
per PEAK CM and NNE Pharmaplan; balance of working capital not spent in the U.S is approximately $10 million for payments to parent company in south Korea for marketing & distribution rights				

Detail and time-phasing for the construction interval expenditures that support job generation is shown below.

Project budget phasing (excludes land purchase)		YR1	YR2
		$ 70,030,631	$ 25,901,740
Facility Construction	Research	$ 17,090,760	$ 6,321,240
	Manufacturing	$ 6,643,000	$ 2,457,000
	Fit-out & structural equipment	$ 3,858,320	$ 1,427,050
	Construction Supervision & expenses	$ 9,232,365	$ 3,414,710
	Design, Architecture & Engineering	$ 1,533,000	$ 567,000
	Town Infrastructure & site improvements	$ 6,123,186	$ 2,264,740
FFE	Specialty equipment for clean rooms	$ 25,550,000	$ 9,450,000

The industry assignment of these purchases is as follows:

		IMPLAN sector
Facility Construction	Research complex	New non-residential Construction Health Care & Commercial structures
	Manufacturing & Distribution facility	New non-residential Construction MFG structures
	Fit-out & structural equipment	Wholesale trade
	Construction Supervision & expenses	Facilities management
	Design, Architecture & Engineering	Architectural, engineering Services
	Town Infrastructure & site improvements	Construction of Water, Sewage & other delivery systems
Clean room Capital Goods	(Sourcing : 6% VT, 33% , 18 % elsewhere U.S., 42% foreign)	Analytical Laboratory Instrument Manufacturing

The derivation of annual job impacts during this development is as follows:

VT IMPLAN sector	SPEND YR1	SPEND YR2	direct Jobs per $1 Mil local production	IMPLAN's direct Jobs YR1	IMPLAN's direct Jobs YR2	Type SAM Jobs multiplier	Total Jobs YR1	Total Jobs YR2
New non-residential Construction Health Care & Commercl structures	$ 17,090,760	$ 6,321,240	9.53	163	60	1.465	239	88
New non-residential Construction MFG structures	$ 6,643,000	$ 2,457,000	10.45	69	26	1.420	99	36
Wholesale trade	$ 3,858,320	$ 1,427,050	6.18	7	2	1.813	12	4
Facilities management	$ 9,232,365	$ 3,414,710	12.35	114	42	1.509	172	64
Architectural, engineering Services	$ 1,533,000	$ 567,000	10.00	15	6	1.701	26	10
Construction of Water, Sewage & other delivery systems	$ 6,123,186	$ 2,264,740	6.34	39	14	1.846	72	27
IMPLAN sector								
Analytical Laboratory Instrument Manufacturing	$ 25,550,000	$ 9,450,000	(VT) 2.7	4	1	2.259	9	3
			(Northeast) 2.2	19	7	3.284	61	22
			(rest of U.S.) 2.6	12	4	5.58	67	25
					Total	Vermont	628	232
						rest of Northeast	61	22
						rest of U.S.	67	25

3 Operations Phase Job Impacts

The operations analysis commences after the initial *negative* income years (are past – year 1). The analysis is structured using a bill-of-goods approach, namely, showing how the firm's annual payroll expenditures and other annual operating purchases (for materials, supplies & services) support jobs across the regional center, and into the rest of Northeast economy. The sequence of schedules to be shown are drawn from aspects of the business plan (projected) financials, used for the multiplier modeling, followed by the explicit *incremental values* over time[4]. The resulting job impacts (direct or total) will also be shown (through first differencing) as incremental.

		INCREMENTAL		
OPERATIONS	*LOCATION (place-of-work)*	**YR2**	**YR3**	**YR4**
Incremental AnC Campus Jobs (non-tenant)*	Orleans County	367	140	224
Payroll (incremental)		$ 21,277,625	$ 10,860,000	$ 19,620,000

*Employees of the JCE include *administration staff (6), production labor (463 by the 3rd year of operations once positive net income occurs),* and *clean room staff (325).*

[4] In multiplier modeling analysis, annual impact is derived from a project's (or a policy's) *economic shock* to some aspect of the economy compared to the level of economic variable without the project (or policy). Therefore, only in the context of USCIS EB-5 regulation does this *increment over time* have any relevance.

The jobs created in Vermont as a result of the labor income generation above (through household spending of AnCBio employees) is shown next.

				INCREMENTAL Induced (from worker Household spending) Jobs for all Vermont		
		AnC workers residing	Consumer spending jobs per $1m of Labor Income	YR2	YR3	YR4
Jobs from spending by AnC worker Households, *by place of residence*	Orleans & Franklin counties	50%	5.85	62	32	57
	rest of Vermont	50%	7.84	83	43	77
			annual Induced Jobs VT =	146	74	134

The business' other types of annual operating spending (gross and incremental) is shown below. These amounts are derived from the annual *cost-of-operations* minus *payroll expenditures*. The activities for the three lines-of-business are aggregated in the IMPLAN model, and the resulting *industry spending pattern* is used to exhaust the dollars amounts shown.

Non-Payroll Spending (materials & supplies & marketing expenses) of AnCBio Campus		Budgets for Materials & Supplies			Total Jobs per $1 Mil spent on supply -chain	VT B-2-B Jobs fulfilling M&S budgets		
AnCBio Activity	***IMPLAN supply-chain for***	**YR2**	**YR3**	**YR4**		**YR 2**	**YR 3**	**YR 4**
Artificial Organ Mfg	#305_surgical and medical apparatus MFG							
Stem Cell Production	#134_In-vitro diagnostic products							
Clean Rooms	#396_medical & diagnostic labs							
	ALL AnC lines of business_ M&S budgets	**$ 15,070,759**	**$ 38,691,475**	**$ 79,209,201**	**7.38**	**111**	**285**	**584**
	INCREMENTAL	**$ 15,070,759**	**$ 23,620,716**	**$ 40,517,726**		**111**	**174**	**299**

Additionally, there is a limited operations-related spend for technical (FDA) certification services that would be procured from outside of Vermont but within the northeast economy through *Scientific, research & Development Services* NAICS sector.

	YR2	YR3
one-time Procurement for FDA certification services lasting 1.3 years_rest of Northeast_	$ 4,500,000	$ 1,500,000
Total Job Impacts	54	18

Incremental jobs impacts from all aspects of annual operations are shown next.

		Jobs Impacts all Operational Elements			
		YR2	YR3	YR4	Job_years
1st diferencing	Non-Tenant AnC Campus Jobs	367	140	224	731
	Household spending effects AnC Labor Income	146	74	134	354
	AnC Operations spending on Materials & supplies	111	174	299	584
	Vermont _All	624	388	657	1670
	Jobs elsewhere Northeast -FDA accreditation & verification services	54	18		

Appendix 1: Firm Overview

Economic Development Research Group, Inc. (EDR Group) is a consulting firm focusing specifically on applying state-of-the-art tools and techniques for evaluating economic development performance, impacts and opportunities. The firm was started in 1996 by a core group of economists and planners who are specialists in models and tools for evaluating impacts of infrastructure, technology workforce and natural resources on economic development opportunities. Glen Weisbrod, President of EDR Group, is a former board member of the Council for Urban Economic Development, now IEDC. Lisa Petraglia, Director of Economic Research since joining the firm in 2000, previously spent 8 years with REMI as head of Technical Client Consulting.

EDR Group provides both consulting advisory services and full-scale research projects for public and private agencies throughout North America as well as in Europe, Asia and Africa. Our work focuses on three issues:

- Economic Impact Analysis -- *How can my project/program affect economic growth & attraction? ...How can I best target my efforts?*
- Market / Strategy Analysis – *How will I be affected by changes in the economy? ...What should I do to respond to them?*
- Benefit / Cost Analysis -- *What will be the economic benefits & costs of my project / program? ...What should I do to maximize net value?*

The economic development work of EDR Group is organized in terms of five areas: (1) Forecasting economic change and needs, (2) Opportunities assessment, (3) Strategy development, (4) Benefit-cost analysis, and (5) Program evaluation. Our firm's work and clients have been nationally recognized for project excellence, including a 2005 recognition award by the International Economic Development Council, a 2002 award by the Northeast Economic Developers Association and a 2000 award by the Government Research Association.

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Economic Development
RESEARCH GROUP

Economic Impact Modeling

Staff Experience

Note: Economic Development Research Group is certified as a national expert in economic impact modeling for the IMPLAN Model (http://www.implan.com/ConsultantsList/Default.asp or call the staff of IMPLAN at 651-439-4421) and also for the REMI Model (see http://www.remi.com/Consulting/consulting.html or call the staff of REMI at 413-549-1169). The firm is also expert at using the RIMS-II model (you can call their staff at 202-606-5343 to confirm our expertise though they do not formally published a list of experts).

Arizona	IMPLAN model of impacts of airports and aviation industries
California	IMPLAN model of economic impact of high speed rail
	REMI model of impacts of LA regional transportation program, also electric utility merger
	RIMS-II model of impacts of electric utility merger
Colorado	IMPLAN model of statewide airport impacts
	IMPLAN model of regional economic development impacts of utility rates
Connecticut	IMPLAN model of impact of casino
	REMI model of Solar-energy adoption
Delaware	IMPLAN model of impacts of new highway development
Florida	REMI model of impacts of building moratorium
Georgia	REMI model of HSGT alternatives Atlanta-Chattanooga
	IMPLAN model of impact of industrial development
	IMPLAN model for 28 county regional impact of Airport
Iowa	REMI model of impacts of energy policies
Illinois	REMI model of impacts of railroad industry & urban renewal scenarios
	IMPLAN model of impacts of Performing Arts College
	IMPLAN model of impacts of METRA *New START* investments
Indiana	REMI model of impacts of transportation, tourism and business attraction
Kentucky	REMI model of impacts of transportation, tourism and business attraction
	IMPLAN model of impact of industrial infrastructure development
	IMPLAN model of impacts from Natural Gas Mining activities

Louisiana	REMI model of impacts of transportation, tourism and business attraction; RIMS-II critical review of impact reports on behalf of Bureau of Governmental Research (BGR) in New Orleans
Maine	REMI model of impacts of proposed civic / convention center
	IMPLAN model for impacts of rail service
Maryland	IMPLAN model of impact of public infrastructure projects
Massachusetts	REMI models of impacts of highway, Clean Air Act, and Boston Harbor Cleanup Project, RGGI (*advisory)*
	IMPLAN model of impacts of Logan International Airport
	IMPLAN model of impacts of Boston's *MFA* expansion
	IMPLAN model for impacts of an office/industrial park and resort
	IMPLAN model of impacts of developing Biomass-fired energy generation
	RIMS-II models of impact of airports (statewide) and community health centers (statewide)
	IMPLAN model of Visitor-spending at BCEC and Hynes Convention Centers
Michigan	IMPLAN model of impacts of airports (statewide)
	REMI model of impacts of gas pipeline
	REMI model of MDOT's 5-Year Plan(s) through UMI
New Jersey	IMPLAN model analyses for Health Care Institute of NJ (HINJ) and Bio-Tech Council of NJ (BCNJ)
New York State	IMPLAN model of impacts of airports in North Country, also industrial infrastructure
	REMI model of impacts of army base and economic diversification
	RIMS-II model of impact of Lincoln Center
	IMPLAN model of impacts from NYSERDA Main-tier RPS contracts
	IMPLAN model of impact of public infrastructure
Northeast US	PC/I-O model of impacts of high speed rail
Oregon	IMPLAN model of impacts for 90 airports
	IMPLAN model for statewide impacts of air cargo
Pennsylvania	IMPLAN model of impacts from proposed expansion of the PA Convention Center
	IMPLAN model of impacts of cultural-*leisure* Tourism to the Greater Philadelphia Region
	IMPLAN model of impact of industrial park development & expansion of Philadelphia's *Free Library*
	IMPLAN model of impacts of Delaware River Ports Infrastructure
	REMI models of impacts of transit system and highway improvements
	IMPLAN model of impacts from Natural Gas Mining activities

	IMPLAN model of terminal/runway expansion at PHL
Rhode Island	IMPLAN model of impacts of airport expansion
S. Carolina	IMPLAN model of impact of industrial infrastructure investment
Tennessee	IMPLAN model of impact of Nashville Airport; also sewer, water and industrial parks
Texas	REMI model of San Antonio Municipal Utility energy-efficiency program
Vermont	REMI model to project scenarios for aviation planning
	IMPLAN model of impacts of aviation statewide
	IMPLAN model of Ski-resort Expansion under EB-5
Virginia	IMPLAN model of impact of highway, also impact of industrial infrastructure investment and airport impacts
	IMPLAN model of impacts from Natural Gas Mining activities
West Virginia	IMPLAN model of impacts from Natural Gas Mining activities
Wisconsin	IMPLAN model of impact of GA and commercial airports (statewide)
	REMI model of impacts of highways, tourism, and energy-efficiency programs
Appalachia	IMPLAN model to evaluate exports
New England	REMI modeling of Proposed state-level energy-efficiency ramp-up policies.
Mid-Atlantic	REMI modeling for RGGI; for Low-carbon fuel standard development
National	IMPLAN-based toolkit to evaluate Scenic Byways Tourism Economic Impacts
	REMI model of *Clear Skies Proposal / Carper Amendment*
Scotland	Scottish I-O model of economic impacts of Glasgow airport

Appendix 2: About the IMPLAN Model

IMPLAN[5] is the most widely used analysis software systems for measuring or estimating the economic impacts associated with openings, closings, expansion, contraction, and on-going operations of facilities –ranging from industrial plants to national parks. It shares three fundamental features also found in the other two commonly-used economic impact tools within the US (RIMS-II and REMI):

- It is based on the national input-output technology tables, developed by the US Dept. of Commerce, Bureau of Economic Analysis. This shows how each type of industry relies on a different mix of its own labor and supplies purchased from other industries.
- It is calibrated to reflect local economic patterns (of employment, payroll and business sales) occurring within specified counties (or sub-county areas). This shows a *default* on the extent to which local industries purchase goods and services from suppliers located within the same county.
- It distinguishes the direct effects from indirect and induced (spin-off) effects and measures them in terms of jobs, income, value added and business sales (output).

Each IMPLAN model is calibrated by the vendor with region-specific industry data through for a recent year (2009). Besides containing a NAICS code based industry database at the 3- and 4-digit levels (describing employment, sales, productivity, average compensation) the main capability of the IMPLAN model resides in its input-output core. The core combines the structure of relationships between industries, between industry and types of final demands arising in the region, the extent of local supply (or conversely *import dependence*) to meet local product demand, and the explicit role of domestic trading regions (using the model's gravity trade-flow data that comes with every study area purchase of data)and foreign trade.

The mechanism of multiplier analysis follows from the input-output relationships whereby the activity of building office/research/manufacturing facilities to host new employees creates a) requirements for supplies for goods and services from various industries; and b) earnings for the research campus' workers becomes disposable income for use in the communities where they reside. Some portion of the initial economic stimuli originating from the R&D/manufacturing activities annual operations in turn create additional local transactions for supplies, creating jobs and more household income.

[5] The IMPLAN Group, LLC, Huntersville, NC, is an interactive, hands-on model based on publicly-available data from the U.S. Dept. of Commerce and contains a complete set of county (sub-county) level economic accounts. It calculates output, employment, and income effects of changes in a region's economic activity

Appendix 3: AnC Bio Technology Campus Business Plan

Core data into the business plan and financial statements were provided by William Stenger and AnC Bio, Inc. of South Korea. Selected data from the business plan are included in the following pages.

Jay Peak Biomedical Research Park LP
Projected Sources and Uses of Funds
220 - EB5 Investors $110,000,000

Biomedical Research Facility, Medical Device, Manufacturing, Medical Device Distribution, Biomedical Clean Rooms
$118M Project Financed By
$110M From EB-5 Investors and $8M From AnC Bio Vermont, LLC

Description	Square Footage	Cost per Sq. Ft.	Cost per Offering
OWNED BY LP			
Land			$ 6,000,000
Biomedical Research Clean Rooms			
Construction Clean Rooms	18,000	$ 560	$ 10,080,000
Construction Clean Rooms Support Areas	44,000	$ 303	$ 13,332,000
Construction & Fit Out/Furniture			$ 250,000
Construction Manufacturing & Distribution Areas	5,000	$ 560	$ 2,800,000
Construction Mechanical Floor	18,000	$ 350	$ 6,300,000
Construction & Fit Out/Equipment			$ 40,035,370
	TOTAL CONSTRUCTION & FIT OUT COSTS		$ 72,797,370
Construction Supervision Costs		Percent of Cost	
Supervision		15%	$ 9,483,306
Supervision expenses		5%	$ 3,161,769
		SUB-TOTAL	$ 85,444,435
OWNED BY LP			
Distribution & Marketing Rights			
TPLS			$ 2,500,000
Stem Cell Culture			$ 2,500,000
C-Pax			$ 4,000,000
E-Liver			$ 2,000,000
		SUB-TOTAL	$ 10,000,000
OTHER COSTS			
Design, Architecture & Engineering			$ 2,100,000
Parking, Access Roads, Drainage, Infrastructure			$ 387,926
Working Capital			$ 6,067,629
		SUB-TOTAL	$ 8,555,555
FUNDS / SERVICES From AnC Bio Vermont, LLC for certain Infrastructure, Utilities, Sewer and Water			$ 8,000,000
		GRAND TOTAL	$ 118,000,000

AnC Projected Income and Expenses
Year One - Year Five

Description	Yr One	Yr Two	Yr Three	Yr Four	Yr Five	TOTAL
REVENUE						
Clean room fees, equipment rental and ancillary services	$ -	$ 32,000,040	$ 32,000,040	$ 32,000,040	$ 32,000,040	$ 128,000,160
Stem cells	1,825,000	7,300,000	30,000,000	90,000,000	150,000,000	279,125,000
Artificial organs	375,000	21,150,000	52,750,000	90,850,000	128,950,000	294,075,000
TOTAL REVENUE	2,200,000	60,450,040	114,750,040	212,850,040	310,950,040	701,200,160
COST OF GOODS SOLD	867,750	12,830,000	36,025,000	75,935,000	115,845,000	241,502,750
PRODUCTION LABOR						
Clean rooms	-	14,909,925	14,909,925	14,909,925	14,909,925	59,639,700
Artificial organs	121,500	4,230,000	10,550,000	18,170,000	25,790,000	58,861,500
Administrative	549,113	677,700	677,700	677,700	677,700	
Stem cells	114,750	1,460,000	6,000,000	18,000,000	30,000,000	55,574,750
TOTAL LABOR EXPENSES FOR JCE	785,363	21,277,625	32,137,625	51,757,625	71,377,625	174,075,950
GROSS PROFIT	546,887	26,342,415	46,587,415	85,157,415	123,727,415	285,621,460
SELLING, GENERAL AND ADMINISTRATIVE	1,157,457	2,240,759	2,666,475	3,274,201	3,858,630	13,197,522
INCOME (LOSS) BEFORE TAX, AND DEPRECIATION	$ (610,570)	$ 24,101,656	$ 43,920,940	$ 81,883,214	$ 119,868,785	$ 272,423,938
revision to "EIBTD"=====>	0.0%	0.7%	1.2%	1.9%	2.2%	1.8%

Appendix 4: IMPLAN Type SAM Multiplier Data, 2009

The following are the *employment multipliers* (Type SAM) by aggregate industry. They are interpreted as # of jobs created in the area's economy per 1 job from the row *industry*. Each row industry's reported *direct effect* value translates the direct dollars of local production due to the project activity (construction or operations) into the direct job requirement from that industry. The Type SAM multiplier value then amplifies those direct jobs into subsequent job impacts (*indirect* and *induced*). The actual analysis was done at the full detail level of (440) industries to avoid "aggregation bias". The subsequent aggregation of the multiplier data (rolled up to some 86 industries defined at the 3-digit NAICS) was done for ease of presentation here.

Employment Multipliers	Orleans Franklin counties VT 2009.Impdb	Copyright 2012 Minnesota IMPLAN Group, Inc.		
IndustryCode	Description	Direct Effects (# of direct Jobs per $1m of production in own industry)	Total Jobs in economy	Type SAM Multiplier
1	111 Crop Farming	6.8	13.8	2.0
12	112 Livestock	8.5	12.4	1.5
15	113 Forestry & Logging	10.2	22.8	2.2
17	114 Fishing- Hunting & Trapping	14.4	18.8	1.2
19	115 Ag & Forestry Svcs	63.9	69.4	1.1
20	211 Oil & gas extraction	4.2	6.4	1.5
21	212 Mining	13.1	16.4	1.3
28	213 Mining services	0.4	2.3	6.2
31	221 Utilities	2.0	4.2	2.0
34	230 Construction	10.2	14.9	1.5
41	311 Food products	1.3	5.3	4.0
70	312 Beverage & Tobacco	0.0	0.0	0.0
75	313 Textile Mills	6.1	8.1	1.3
88	314 Textile Products	10.8	14.4	1.3
92	316 Leather & Allied	0.0	0.0	0.0
95	321 Wood Products	6.8	14.2	2.1
104	322 Paper Manufacturing	2.0	5.6	2.8
113	323 Printing & Related	7.9	11.8	1.5
115	324 Petroleum & coal prod	0.6	2.2	3.4
120	325 Chemical Manufacturing	0.7	3.0	4.2
134	In-vitro diagnostic substance manufacturing	0.0	0.0	0.0
142	326 Plastics & rubber prod	4.8	7.0	1.5
153	327 Nonmetal mineral prod	4.7	8.8	1.9
170	331 Primary metal mfg	0.0	0.0	0.0
181	332 Fabricated metal prod	5.5	8.2	1.5
203	333 Machinery Mfg	6.8	9.7	1.4
234	334 Computer & elh electron	0.0	0.0	0.0
258	335 Electrical eqpt & appliances	3.3	5.7	1.7
276	336 Transportation eqpmt	4.7	7.0	1.5
295	337 Furniture & related prod	8.8	12.4	1.4
305	339 Miscellaneous mfg	5.8	8.5	1.5
319	42 Wholesale Trade	7.4	11.8	1.6
320	441 Motor veh & parts dealers	18.0	23.2	1.3
321	442 Furniture & home furnishings	17.7	21.4	1.2
322	443 Electronics & appliances stores	22.6	27.8	1.2
323	444 Bldg materials & garden dealers	14.4	18.5	1.3
324	445 food & beverage stores	22.2	26.3	1.2
325	446 Health & personal care stores	20.1	24.2	1.2
326	447 Gasoline stations	12.0	18.1	1.3
327	448 Clothing & accessories stores	20.5	23.9	1.2
328	451 Sports- hobby- book & music stores	36.8	40.7	1.1
329	452 General merch stores	20.8	24.8	1.2
330	453 Misc retailers	51.7	58.1	1.1
331	454 Nonstore retailers	17.0	19.8	1.2
332	481 Air transportation	3.8	7.7	2.0
333	482 Rail Transportation	2.6	6.6	2.5
334	483 Water transportation	0.0	0.0	0.0
335	484 Truck transportation	6.9	12.0	1.7
336	485 Transit & ground passengers	24.2	28.4	1.2
337	486 Pipeline transportation	0.0	0.0	0.0
338	487 Sightseeing transportation	11.1	17.2	1.5
339	492 Couriers & messengers	90.6	94.4	1.0
340	493 Warehousing & storage	17.3	22.2	1.3
341	511 Publishing industries	9.6	15.0	1.6
346	512 Motion picture & sound recording	14.9	18.3	1.2
348	515 Broadcasting	4.1	8.2	2.0
350	516 Internet publishing and broadcasting	0.0	0.0	0.0
351	517 Telecommunications	2.0	4.6	2.3
352	518 Internet & data process svcs	5.5	8.9	1.6
353	519 Other information services	25.5	31.0	1.2
354	521 Monetary authorities	4.2	8.8	2.1
355	522 Credit intermediation & related	2.2	5.8	2.7
356	523 Securities & other financial	21.8	27.0	1.2
357	524 Insurance carriers & related	9.5	13.0	1.4
359	525 Funds- trusts & other finan	0.0	0.0	0.0
360	531 Real estate	3.8	5.4	1.4
362	532 Rental & leasing svcs	13.4	18.4	1.4
366	533 Lessor of nonfinance intang assets	0.9	2.4	2.8
367	541 Professional- scientific & tech svcs	12.7	17.8	1.4
381	551 Management of companies	5.7	10.7	1.9
382	561 Admin support svcs	23.8	29.8	1.2
390	562 Waste mgmt & remediation svcs	6.7	10.8	1.6
391	611 Educational svcs	30.9	35.8	1.2
394	621 Ambulatory health care	11.5	16.9	1.5
396	Medical and diagnostic labs and outpatient and oth	9.8	15.0	1.5
397	622 Hospitals	7.2	12.4	1.7
398	623 Nursing & residential care	17.7	23.1	1.3
399	624 Social assistance	32.6	38.3	1.2
402	712 Performing arts & spectator sports	35.1	42.0	1.2
406	712 Museums & similar	10.3	14.5	1.4
407	713 Amusement- gambling & recreation	28.1	33.0	1.2
411	721 Accomodations	11.8	16.3	1.4
413	722 Food svcs & drinking places	20.0	24.2	1.2
414	811 Repair & maintenance	14.7	19.3	1.3
419	812 Personal & laundry svcs	14.5	20.0	1.4
423	813 Religious- grantmaking- & similar orgs	20.4	25.9	1.3
426	814 Private hous ehlds	200.7	207.0	1.0
427	92 Government & non NAICs	12.8	18.1	1.4

Economic Development RESEARCH GROUP

Employment Multipliers	Rest of Vermont 2009.impdb	Copyright 2012 Minnesota IMPLAN Group, Inc.		
IndustryCode	Description	Direct Effects (# of direct Jobs per $1m of production in own industry)	Total Jobs in economy	Type SAM Multiplier
1	111 Crop Farming	13.1	23.9	1.8
12	112 Livestock	16.9	22.8	1.4
15	113 Forestry & Logging	8.0	19.1	2.4
17	114 Fishing- Hunting & Trapping	12.6	16.7	1.3
19	115 Ag & Forestry Svcs	41.4	48.7	1.2
20	211 Oil & gas extraction	4.5	7.5	1.7
21	212 Mining	5.0	9.0	1.8
26	213 Mining services	0.6	3.8	6.1
31	221 Utilities	1.6	4.4	2.9
34	230 Construction	9.6	15.9	1.7
41	311 Food products	2.0	7.5	3.8
70	312 Beverage & Tobacco	1.6	4.0	2.6
75	313 Textile Mills	5.6	8.4	1.5
86	314 Textile Products	10.1	15.4	1.5
92	316 Leather & Allied	10.0	14.1	1.4
95	321 Wood Products	5.9	12.6	2.1
104	322 Paper Manufacturing	1.3	4.9	3.9
113	323 Printing & Related	6.6	11.5	1.8
115	324 Petroleum & coal prod	0.3	2.2	7.1
120	325 Chemical Manufacturing	1.3	4.6	3.6
142	326 Plastics & rubber prod	3.6	6.9	1.8
153	327 Nonmetal mineral prod	5.6	10.9	1.9
170	331 Primary metal mfg	0.9	4.7	5.5
181	332 Fabricated metal prod	3.8	7.3	1.9
203	333 Machinery Mfg	3.4	7.1	2.1
234	334 Computer & oth electron	1.9	5.3	2.8
259	335 Electrical eqpt & appliances	2.4	5.3	2.2
278	336 Transportation eqpmt	2.0	4.6	2.3
295	337 Furniture & related prod	6.7	11.5	1.7
305	339 Miscellaneous mfg	4.6	8.8	1.9
319	42 Wholesale Trade	6.1	11.9	2.0
320	441 Motor veh & parts dealers	14.9	21.4	1.4
321	442 Furniture & home furnishings	13.9	18.7	1.3
322	443 Electronics & appliances stores	15.1	21.5	1.4
323	444 Bldg materials & garden dealers	13.4	18.7	1.4
324	445 food & beverage stores	19.6	26.6	1.3
325	446 Health & personal care stores	13.7	19.0	1.4
326	447 Gasoline stations	17.0	22.3	1.3
327	448 Clothing & accessories stores	19.5	24.0	1.2
328	451 Sports- hobby- book & music stores	23.6	28.8	1.2
329	452 General merch stores	19.6	24.7	1.3
330	453 Misc retailers	32.4	38.0	1.2
331	454 Non-store retailers	10.3	13.8	1.3
332	481 Air transportation	4.6	9.6	2.1
333	482 Rail Transportation	2.8	8.6	3.1
334	483 Water transportation	2.4	10.0	4.1
335	484 Truck transportation	6.9	13.6	2.0
336	485 Transit & ground passengers	18.3	24.0	1.3
337	486 Pipeline transportation	3.0	8.6	2.9
338	487 Sightseeing transportation	11.8	19.5	1.7
339	492 Couriers & messengers	10.6	15.2	1.4
340	493 Warehousing & storage	12.0	18.6	1.5
341	511 Publishing industries	5.5	12.5	2.3
346	512 Motion picture & sound recording	8.3	18.0	1.7
348	515 Broadcasting	6.1	15.8	2.6
350	516 Internet publishing and broadcasting	10.3	17.5	1.7
351	517 Telecommunications	2.5	7.1	2.9
352	518 Internet & data process svcs	6.9	11.9	1.7
353	519 Other information services	19.6	29.5	1.5
354	521 Monetary authorities	4.0	10.8	2.7
355	522 Credit intermediation & related	2.2	8.0	3.6
356	523 Securities & other financial	13.1	20.7	1.6
357	524 Insurance carriers & related	4.2	9.0	2.1
359	525 Funds- trusts & other finan	4.7	14.4	3.1
360	531 Real estate	3.8	6.1	1.6
362	532 Rental & leasing svcs	10.2	16.3	1.6
366	533 Lessor of nonfinance intang assets	0.8	3.2	4.2
367	541 Professional- scientific & tech svcs	10.9	18.2	1.7
381	551 Management of companies	6.6	14.6	2.2
382	561 Admin support svcs	18.9	25.7	1.4
390	562 Waste mgmt & remediation svcs	5.3	11.2	2.1
391	611 Educational svcs	16.5	23.6	1.4
394	621 Ambulatory health care	9.6	16.9	1.8
397	622 Hospitals	7.3	14.0	1.9
398	623 Nursing & residential care	16.6	23.7	1.4
399	624 Social assistance	30.0	37.5	1.3
402	712 Performing arts & spectator sports	30.4	42.1	1.4
406	712 Museums & similar	10.0	15.9	1.6
407	713 Amusement- gambling & recreation	22.2	29.4	1.3
411	721 Accomodations	10.4	16.9	1.6
413	722 Food svcs & drinking places	17.4	23.0	1.3
414	811 Repair & maintenance	12.5	18.5	1.5
419	812 Personal & laundry svcs	13.5	21.2	1.6
423	813 Religious- grantmaking- & similar orgs	15.0	23.1	1.5
426	814 Private households	161.6	168.9	1.0
427	92 Government & non NAICs	13.3	19.6	1.5

Employment Multipliers	Vermont 2009 Impdb	Copyright 2012 Minnesota IMPLAN Group, Inc.		
IndustryCode	Description	Direct Effects (# of direct Jobs per $1m of production in own Industry)	Total Jobs in economy	Type SAM Multiplier
1	111 Crop Farming	10.7	19.9	1.9
12	112 Livestock	13.6	19.1	1.4
15	113 Forestry & Logging	8.5	20.8	2.4
17	114 Fishing- Hunting & Trapping	13.2	17.0	1.3
19	115 Ag & Forestry Svcs	45.1	51.5	1.1
20	211 Oil & gas extraction	4.5	7.2	1.6
21	212 Mining	5.5	9.1	1.7
26	213 Mining services	0.5	3.4	7.4
31	221 Utilities	1.5	4.1	2.7
34	230 Construction	9.2	15.1	1.6
35	Construction of new nonresidential manufacturing structures	11.7	16.6	1.4
36	Construction of other new nonresidential structures	10.0	15.6	1.6
41	311 Food products	1.7	7.1	4.2
70	312 Beverage & Tobacco	1.5	4.0	2.6
75	313 Textile Mills	5.6	8.2	1.5
83	314 Textile Products	10.1	15.1	1.5
92	316 Leather & Allied	10.0	13.9	1.4
95	321 Wood Products	6.1	13.1	2.1
104	322 Paper Manufacturing	1.4	5.0	3.5
113	323 Printing & Related	6.7	11.2	1.7
115	324 Petroleum & coal prod	0.3	2.1	6.5
120	325 Chemical Manufacturing	1.1	4.3	3.8
142	326 Plastics & rubber prod	3.9	6.7	1.7
153	327 Nonmetal mineral prod	5.5	10.3	1.9
170	331 Primary metal mfg	0.9	4.4	5.1
181	332 Fabricated metal prod	3.9	7.1	1.8
203	333 Machinery Mfg	3.6	7.0	1.9
234	334 Computer & oth electron	1.9	5.0	2.6
259	335 Electrical eqpt & appliances	2.5	5.2	2.1
278	336 Transportation eqpmt	2.0	4.4	2.2
295	337 Furniture & related prod	7.1	11.5	1.6
305	339 Miscellaneous mfg	4.8	8.5	1.8
319	42 Wholesale Trade	6.2	11.4	1.8
320	441 Motor veh & parts dealers	15.2	20.9	1.4
321	442 Furniture & home furnishings	14.1	18.3	1.3
322	443 Electronics & appliances stores	15.5	21.1	1.4
323	444 Bldg materials & garden dealers	13.6	18.2	1.3
324	445 food & beverage stores	19.9	24.4	1.2
325	446 Health & personal care stores	14.3	19.0	1.3
326	447 Gasoline stations	16.0	20.6	1.3
327	448 Clothing & accessories stores	19.5	23.5	1.2
328	451 Sports- hobby- book & music stores	24.4	29.0	1.2
329	452 General merch stores	19.7	24.2	1.2
330	453 Misc retailers	33.7	38.7	1.1
331	454 Non-store retailers	11.0	14.2	1.3
332	481 Air transportation	4.5	9.3	2.1
333	482 Rail Transportation	2.8	8.0	2.9
334	483 Water transportation	2.4	9.7	4.0
335	484 Truck transportation	6.9	13.0	1.9
336	485 Transit & ground passengers	18.6	23.9	1.3
337	486 Pipeline transportation	3.0	8.2	2.7
338	487 Sightseeing transportation	11.6	18.5	1.6
339	492 Couriers & messengers	11.3	15.5	1.4
340	493 Warehousing & storage	12.1	18.0	1.5
341	511 Publishing industries	5.6	12.2	2.2
346	512 Motion picture & sound recording	9.4	15.5	1.7
348	515 Broadcasting	6.1	15.1	2.5
350	516 Internet publishing and broadcasting	10.3	16.9	1.6
351	517 Telecommunications	2.4	6.7	2.7
352	518 Internet & data process svcs	6.1	10.6	1.8
353	519 Other information services	17.0	24.2	1.4
354	521 Monetary authorities	4.1	10.3	2.5
355	522 Credit intermediation & related	2.2	7.5	3.4
356	523 Securities & other financial	13.3	20.2	1.5
357	524 Insurance carriers & related	4.3	8.7	2.0
359	525 Funds- trusts & other finan	4.7	13.6	2.9
360	531 Real estate	3.8	6.0	1.6
362	532 Rental & leasing svcs	10.5	16.1	1.5
366	533 Lessor of nonfinance intang assets	0.8	3.0	3.9
367	541 Professional- scientific & tech svcs	10.9	17.5	1.6
381	551 Management of companies	6.6	13.6	2.1
382	561 Admin support svcs	19.3	25.5	1.3
390	562 Waste mgmt & remediation svcs	5.4	10.8	2.0
391	611 Educational svcs	16.7	23.1	1.4
394	621 Ambulatory health care	9.7	16.3	1.7
397	622 Hospitals	7.3	13.3	1.8
398	623 Nursing & residential care	16.8	23.1	1.4
399	624 Social assistance	30.3	37.0	1.2
402	712 Performing arts & spectator sports	30.5	41.5	1.4
406	712 Museums & similar	10.0	15.4	1.5
407	713 Amusement- gambling & recreation	22.5	29.0	1.3
411	721 Accomodations	10.5	16.5	1.6
413	722 Food svcs & drinking places	17.6	22.7	1.3
414	811 Repair & maintenance	12.8	18.1	1.4
419	812 Personal & laundry svcs	13.6	20.4	1.5
423	813 Religious- grantmaking- & similar orgs	15.5	22.8	1.5
426	814 Private households	166.1	172.4	1.0
427	92 Government & non NAICs	13.2	18.8	1.4

Employment Multipliers	Rest of Northeast.impdb	Copyright 2010 Minnesota IMPLAN Group, Inc.		
IndustryCode	Description	Direct Effects (# of direct Jobs per $1m of production in own industry)	Total Jobs in economy	Type SAM Multiplier
1	111 Crop Farming	11.6	18.0	1.5
12	112 Livestock	11.9	16.3	1.4
15	113 Forestry & Logging	4.6	14.5	3.2
17	114 Fishing- Hunting & Trapping	19.5	25.9	1.3
19	115 Ag & Forestry Svcs	37.0	46.2	1.2
20	211 Oil & gas extraction	1.0	5.4	5.1
21	212 Mining	3.3	8.5	2.6
28	213 Mining services	2.1	7.2	3.4
31	221 Utilities	1.1	3.6	3.3
34	230 Construction	7.0	14.3	2.0
41	311 Food products	2.2	8.1	3.7
70	312 Beverage & Tobacco	0.7	5.1	6.9
75	313 Textile Mills	4.5	9.7	2.2
88	314 Textile Products	4.7	11.5	2.4
92	316 Leather & Allied	5.2	11.2	2.2
95	321 Wood Products	5.9	13.2	2.2
104	322 Paper Manufacturing	1.9	8.3	4.3
113	323 Printing & Related	5.6	12.2	2.2
115	324 Petroleum & coal prod	0.3	2.0	7.5
120	325 Chemical Manufacturing	0.9	5.7	6.7
142	326 Plastics & rubber prod	3.4	8.4	2.5
153	327 Nonmetal mineral prod	3.4	9.5	2.8
170	331 Primary metal mfg	1.3	7.6	5.9
181	332 Fabricated metal prod	3.8	9.7	2.5
203	333 Machinery Mfg	2.6	8.4	3.3
234	334 Computer & oth electron	1.9	8.5	4.5
259	335 Electrical eqpt & appliances	2.5	7.4	3.0
276	336 Transportation eqpmt	1.7	6.6	3.8
295	337 Furniture & related prod	5.5	11.8	2.2
306	339 Miscellaneous mfg	3.7	10.0	2.7
319	42 Wholesale Trade	4.5	11.2	2.5
320	441 Motor veh & parts dealers	11.6	18.9	1.6
321	442 Furniture & home furnishings	9.8	16.6	1.7
322	443 Electronics & appliances stores	12.2	19.5	1.6
323	444 Bldg materials & garden dealers	10.2	16.6	1.6
324	445 food & beverage stores	15.0	21.8	1.5
325	446 Health & personal care stores	11.9	18.3	1.5
326	447 Gasoline stations	9.6	15.1	1.6
327	448 Clothing & accessories stores	11.4	17.4	1.5
328	451 Sports- hobby- book & music stores	17.3	23.9	1.4
329	452 General merch stores	16.0	23.6	1.4
330	453 Misc retailers	21.0	28.2	1.3
331	454 Non-store retailers	8.5	13.0	1.5
332	481 Air transportation	3.4	9.6	2.8
333	482 Rail Transportation	2.8	8.1	3.0
334	483 Water transportation	1.7	9.4	5.5
335	484 Truck transportation	7.0	13.8	2.0
336	485 Transit & ground passengers	18.7	24.5	1.3
337	486 Pipeline transportation	1.3	6.7	5.3
338	487 Sightseeing transportation	8.6	15.1	1.8
339	492 Couriers & messengers	11.8	17.1	1.4
340	493 Warehousing & storage	12.0	18.6	1.5
341	511 Publishing industries	3.3	11.2	3.4
346	512 Motion picture & sound recording	4.2	12.3	3.0
348	515 Broadcasting	1.1	10.9	9.5
350	516 Internet publishing and broadcasting	1.2	7.7	6.4
351	517 Telecommunications	1.8	8.4	4.6
352	518 Internet & data process svcs	3.7	11.5	3.1
353	519 Other information services	2.1	9.3	4.4
354	521 Monetary authorities	3.1	8.4	2.7
355	522 Credit intermediation & related	3.1	9.8	3.2
356	523 Securities & other financial	2.9	11.6	4.0
357	524 Insurance carriers & related	3.4	10.7	3.1
359	525 Funds- trusts & other finan	2.4	13.8	5.9
360	531 Real estate	2.3	5.5	2.4
362	532 Rental & leasing svcs	4.7	12.1	2.6
366	533 Lessor of nonfinance intang assets	0.4	5.0	14.0
367	541 Professional- scientific & tech svcs	5.8	13.9	2.4
381	551 Management of companies	3.5	11.1	3.1
382	561 Admin support svcs	13.7	20.9	1.5
390	562 Waste mgmt & remediation svcs	4.7	11.9	2.5
391	611 Educational svcs	14.5	22.2	1.5
394	621 Ambulatory health care	8.2	15.3	1.9
397	622 Hospitals	8.2	15.9	1.9
398	623 Nursing & residential care	20.0	27.7	1.4
399	624 Social assistance	21.5	29.1	1.4
402	712 Performing arts & spectator sports	16.5	25.8	1.6
406	712 Museums & similar	10.8	18.4	1.7
407	713 Amusement- gambling & recreation	10.7	18.9	1.8
411	721 Accomodations	8.7	15.5	1.8
413	722 Food svcs & drinking places	16.4	22.9	1.4
414	811 Repair & maintenance	8.3	14.0	1.7
419	812 Personal & laundry svcs	12.3	18.9	1.5
423	813 Religious- grantmaking- & similar orgs	12.5	22.3	1.8
426	814 Private households	99.4	106.1	1.1
427	92 Government & non NAICs	11.9	18.8	1.6

Exhibit L

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is entered into by and between **JAY PEAK BIOMEDICAL RESEARCH PARK L.P.** ("Party 1"), by its general partner AnC Bio Vermont GP Services LLC ("General Partner"), and **ANC BIO USA, LLC** ("Party 2").

Recitals

WHEREAS, Party 1 is a Vermont limited partnership established to provide investors the opportunity to become permanent residents of the United States, and said investors have invested funds to be used to purchase land and construct and equip a new clean room facility in Newport, Vermont, USA (the "Facility"), and also has entered into a Master Distribution Agreement with AnC Bio VT LLC and AnC Bio Korea, Inc. (collectively, "ANC") in connection with the distribution rights to certain biomedical products engineered by ANC (the "ANC Products") to be produced and manufactured at the Facility and which it is prepared to place at the disposal of the joint enterprise; and

WHEREAS, Party 2 is a Vermont limited liability company owned by AnC Bio VT LLC which has certain technology and intellectual property rights connected to the ANC Products which it is prepared to place at the disposal of the joint enterprise; and

WHEREAS, in the light of their activities, abilities and objectives, as described above, the Parties wish to form a Joint Venture by creating and operating a limited liability company as a Joint Venture Company through which their joint business enterprise will be conducted.

NOW THEREFORE, in consideration of the above, the Parties agree as follows:

Article 1 Contractual definitions

The following terms shall have the meanings set out below:

Affiliate - In relation to a Party, a limited liability company in which that Party (directly or indirectly) owns more than 50 per cent of the issued share capital or controls more than 50 per cent of the voting rights.

Ancillary Agreements - Agreements entered into between a Party and the Joint Venture Company (including those referred to in Article 4).

Auditors - The external auditors of the Joint Venture Company.

Contributions - The contributions (whether in cash or in kind) to be made by the Parties to the Joint Venture Company pursuant to Article 4.

Deadlock - The inability of two successive meetings of the Meeting of the Members to reach a decision by reason of the non-attendance of a Party or its appointed representatives (when there is a requirement of minimum attendance) or lack of agreement on a matter material to the strategic or continuing operations of the Joint Venture Company.

Fair Price - The fair value of any Membership Units for the purposes of any transfer, withdrawal or

exclusion under this Agreement (determined, if necessary, by an independent expert).

Fiscal Year - The fiscal year of the Joint Venture Company as defined in Article 11.

Force Majeure - An impediment to performance beyond a Party's control as defined in Article 25.

Joint Venture - The relationship between the Parties as regulated by this Agreement and the organizational instruments of the Joint Venture Company.

Joint Venture Company - The limited liability company which the Parties intend to create and operate to carry on their joint business enterprise.

Joint Venture Intellectual Property - Intellectual property or know-how relating to technical developments acquired or developed by the Joint Venture Company in the course of its activities.

Managing Member - The principal executive body of the Joint Venture Company referred to in Article 9.

Meeting of the Members - The ultimate authority of the Joint Venture Company, comprising the Parties or their representatives as referred to in Article 8.

Member - A Party (or its representative) in its capacity as a holder of Membership Units in the Joint Venture Company.

Membership Unit - A share in the capital of the Joint Venture Company.

Party - Each of the parties being signatories to this Agreement and those adhering to it subsequently.

President - The chairperson of the Meeting of the Members appointed in accordance with Article 8.6.

Regulatory Approvals - Governmental or regulatory approvals required by the Parties for the establishment of the Joint Venture Company in the State of Vermont, USA.

Article 2 Object of the Joint Venture

2.1 The Parties hereby agree to pool their resources and efforts by establishing jointly a limited liability company to be known as AnC Bio LLC, referred to as the Joint Venture Company.

2.2 The object of the Joint Venture Company shall be to operate the Facility and all business operations in the Facility, including the research for, production, manufacturing and distribution of ANC Products, and the staffing and operation of clean rooms in the Facility on behalf of third parties.

2.3 The business of the Joint Venture Company shall be developed in accordance with the business plan adopted by the Parties.

Article 3 Establishment, capital and principal place of business of the Joint Venture Company

3.1 The Parties agree to act with diligence and care to establish the Joint Venture Company as promptly as practicable in accordance with this Agreement and all Regulatory Approvals.

3.2 The Joint Venture Company shall be established pursuant to the laws of the State of Vermont, USA.

3.3 The principal place of business of the Joint Venture Company shall be Newport, Vermont, USA.

3.4 The duration of the Joint Venture Company is unlimited in time and will be an at will limited liability company.

3.5 The Joint Venture Company shall be capitalized as required and as set forth below. The initial Membership Units shall be issued to the Parties in accordance with Article 4.

Article 4 Contributions to the Joint Venture Company upon its establishment

4.1 The Parties intend that, by their contributions under this Article 4, the Membership Units of the Joint Venture Company shall be owned in the following proportions:

Party 1 - 20% and Party 2 - 80%.

4.2 The Parties shall make the following respective contributions – in cash, real estate, personal property including machinery and tools, intellectual property, services or other in-kind contributions (referred to as Contributions) – by way of payment for Membership Units of the Joint Venture Company to be issued to each Party as follows:

Party	Contributions	Value (amount/currency)	Number of membership Units
Party 1	Distribution rights	$_____	20
Party 2	Intellectual property	$_____	80

These Contributions shall be made at times fixed by the Members and, in the case of in-kind Contributions, in accordance with Ancillary Agreements to be entered into between the contributing Party and the Joint Venture Company as set out in the Appendices to this Agreement. The Parties shall enter into the relevant Ancillary Agreements promptly upon the formation of the Joint Venture Company after all Regulatory Approvals have been obtained. Each Party to an Ancillary Agreement with the Joint Venture Company undertakes to the other Party that it will perform its obligations under that Ancillary Agreement.

The corresponding Membership Units shall be issued at such time or times as shall be fixed by the Members.

4.3 Each Party represents and warrants that the Contributions described in Article 4.2 and the relevant Ancillary Agreements:

(a) Are at its free disposal and that it is entitled to contribute them to the Joint Venture Company for the agreed use;

(b) Are of the described quality; and

(c) May be used for the purpose and duration provided or implied in the Contribution (subject only as stated in the relevant Ancillary Agreement).

4.4 Any amendment to any of the Ancillary Agreements shall require the approval of both Parties.

Article 5 Additional funding of the Joint Venture Company, new issues of Membership Units and guarantees

5.1 The issued share capital of the Joint Venture Company may be increased from time to time by such amount as the Parties may agree in accordance with this Article 5. Unless the Parties agree otherwise, the Joint Venture Company shall not issue any Membership Units unless such additional Membership Units are issued in the following proportions:

Party 1 - 20% Party 2 - 80%

5.2 If the Members consider at any time that the Joint Venture Company requires further finance, the Members will discuss whether or not to approach third-party lenders or, in appropriate circumstances, to seek such further finance from the Parties. The Parties are not obliged to provide any further finance unless they both agree on the amount and method of providing the finance. Unless they agree otherwise, they shall contribute finance to the Joint Venture Company (whether by subscribing for Membership Units or by way of loan or otherwise) at the same time and on the same terms and in the same proportions in which they then hold Membership Units.

No Party shall be obliged to provide any such further finance to the Joint Venture Company unless approved by the Parties by a unanimous vote at a Meeting of the Members. Any such finance which the Parties do agree to provide shall (unless otherwise agreed) be provided by the Parties in the same proportions in which they then hold Membership Units (whether such additional finance is provided by way of subscription for new Membership Units, loans or otherwise).}

(a) Any new Membership Units shall be offered to the Parties in the same proportions in which they then hold Membership Units (and shall not be issued to any third party unless approved in accordance with Article 16);

(b) If any Party so requests, the Board of Members shall provide a certificate from the Auditors or an Independent Expert (appointed in accordance with Article 10.4) that the issue price for the new Membership Units is fair and reasonable in the circumstances.}

5.3 The Parties shall not be obliged to provide guarantees for any borrowings of the Joint Venture Company. If they do agree to do so, such guarantees shall be given in the same proportions in which they then hold Membership Units. The liabilities of the Parties under any such guarantees shall (so far as possible) be several and, if a claim is made under any such guarantee against a Party, that Party shall be entitled to a contribution from the other Party of such amount as shall ensure that the aggregate liability under that guarantee is borne by the Parties in proportion to their holdings of Membership Units.

5.4 Additional funding of the Joint Venture Company may (if agreed by both Parties) take the form of loans by the Parties to the Joint Venture Company on such terms, which shall be the same for each Party, as the Parties may agree.

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Article 6 Administrative steps, expenses and pre-organization undertakings

6.1 The administrative steps required for the establishment and registration of the Joint Venture Company shall be carried out by the Parties jointly.

6.2 The expenses related to the establishment and registration of the Joint Venture Company shall be paid by the Parties in the same proportions in which they will hold Membership Units in the future Joint Venture Company as and when required.

6.3 If agreed between the Parties, the Joint Venture Company may assume an undertaking made explicitly in its name before its creation. In that case, the persons having made such undertaking shall be released and the Joint Venture Company shall indemnify them against any liability under that undertaking.

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Article 8 Meeting of the Members

8.1 The Meeting of the Members is the ultimate authority of the Joint Venture Company. Its decisions are binding on both Parties.

8.2 The Meeting of the Members has the non-transferable authority to:

- Approve any change in the name or object of the Joint Venture Company;
- Appoint and remove the Auditors;
- Approve the issue of any new Membership Units (or any options or securities convertible into new Membership Units) of the Joint Venture Company;
- Approve the annual accounts and the payment of any dividends;
- Grant any release of liability of the Members;
- Establish the remuneration of the Managing Member; and
- Decide on the dissolution of the Joint Venture Company.

8.3 An annual Meeting of the Members is to be held once a year within the period of two months following the end of the Fiscal Year.

An Extraordinary Meeting of the Members shall be called at any time the Members deems it useful or necessary or at the request of one or more Members.

8.4 The Notice of the Meeting of the Members must be sent not less than 20 days before the date fixed for the Meeting of the Members. The Notice must contain the Agenda of the Meeting and any proposals of the Members and, if applicable, any proposals of the Members who have requested the Meeting or that a particular item be placed on the Agenda.

No decision may be taken on items that are not on the Agenda, except in the circumstances of Article 8.5.

8.5 If all Members are present or represented and if there is no objection, a Meeting of the Members may be held without observing the formalities set forth in the previous section.

For as long as the Members are all present, and if there is no objection, the Meeting of the Members may deliberate and decide on all items within its competence.

8.6 The Managing Member shall preside over the Meeting of the Members (such person being referred to herein as the President).

The President of the Meeting of the Members shall designate a Secretary who is responsible for taking the Minutes of the Meeting.

8.7 A Member may be represented at the Meeting of the Members by another Member or a third party. For such representation, the Member shall issue a power of attorney or similar evidence of authority to be submitted to the President of the Meeting before the start of the Meeting.

If a Member is a corporate or other legal entity, evidence of the authority of its representative at any Meeting of the Members shall be provided at the request of the President.

8.8 The Meeting of the Members is legally constituted if at least one authorized representative of each Party is present and/or represented and the notice requirements established by this Article 8 have been met.

8.9 Each Membership Unit gives the owner the right to one vote at the Meeting of the Members.

8.10 Decisions on any of the matters set out in Article 8.2 shall require unanimity at a Meeting of the Members.

8.11 In addition, the following matters (Reserved Matters) shall also require the prior approval of both Parties either at a Meeting of the Members or by written agreement between the Parties:

- Approval (or revision) of the business plan;
- Any material change to an approved budget;
- Acquisition or disposal of a material business or asset;
- Any capital expenditure or investment project likely to involve expenditure in excess of $200,000;
- A material contract likely to involve expenditure in excess of $200,000;
- Any financing resulting in aggregate borrowings in excess of $200,000;
- Appointment (or removal) of any chief executive, general manager (or other senior executive);
- Any major partnership or alliance;
- Any proposal to issue new Membership Units (or options or securities convertible into membership Units);

- Remuneration of senior executives;
- Any contract with a value in excess of $200,000 to be entered into with a Party or any of its Affiliates;
- Any material license or other dealing in Joint Venture Intellectual Property;
- Formation of any subsidiary;
- Repayment to a Party (or its Affiliate) of any loan.

8.12 All other decisions shall require a majority vote of the total Membership Units held by the Parties.

8.13 In case of a tie, the President of the Meeting of the Members shall have a second or decisive vote.

8.14 The Parties shall endeavor to consult before a Meeting of the Members with a view to establishing a common voting position on each Agenda item.

8.15 The Secretary shall arrange the taking of the Minutes of the Meeting of the Members. The Minutes shall record the Members present or represented and a reasonable summary of the discussions and any decisions taken at the Meeting. The President shall sign the Minutes of the Meeting.

8.16 A written resolution signed by both Members (whether in a single document or in separate counterparts in equivalent terms) shall be binding as a resolution passed at a Meeting of the Members.

Article 9 Managing Member

9.1 The Joint Venture Company shall be managed by Party 2 (also referred to herein as the "Managing Member").

9.2 The Managing Member has all the powers not reserved by this Agreement to the Meeting of the Members or to any another body. In particular, it shall have the following functions:

- Responsibility for the management of the Joint Venture Company;
- Approval (or revision) of the business plan and associated budgets;
- Establishment of the structure of the accounting systems and financial controls of the Joint Venture Company;
- Appointment and removal of the executives entrusted with the day-to-day management or representation of the Joint Venture Company;
- Preparation of the annual report and accounts;
- Compliance with the instructions given by the Meeting of the Members.

9.3 The Managing Member may delegate some or all of the management of daily business to one or several of the executives employed by the Joint Venture Company.

9.4 The Managing Member shall ensure that the Parties are kept adequately informed about the affairs of the Joint Venture Company and shall inform each Party (at its reasonable request) in writing about the details of the Joint Venture Company's organization and management.

Article 10 Auditors

10.1 The Managing Member shall appoint Auditors to serve for a one-year period. The Auditors must possess sufficient competence and technical qualifications to undertake an audit of the accounts and related tasks. The Auditors must be independent of the Parties. The Auditors may be re-elected.

10.2 The Auditors shall, after the end of each Fiscal Year, present to a Meeting of the Members a written report with the results of an audit of the accounts undertaken in accordance with good accounting practice and all applicable legal requirements.

Article 11 Accounts and dividends

11.1 Accounts of the Joint Venture Company shall be prepared and maintained, under the supervision of the Managing Member, in accordance with good accounting practice and all applicable legal requirements.

11.2 The Fiscal Year of the Joint Venture Company shall (unless otherwise decided by a Meeting of the Members) commence on the first day of January and end on the thirty-first of December of each year.

The first accounting period of the Joint Venture Company shall (unless otherwise decided by a Meeting of the Members) commence on the date on which the Joint Venture Company is created and end on the thirty-first of December of the same year.

11.3 The Meeting of the Members shall decide on the payment of any dividends after the audit of the accounts and after consultation with the Members.

A dividend may be distributed only from profits legally available for distribution (including any retained profits).

The payment of any dividend, after approval of the Meeting of the Members, shall be made at a time fixed by the Members.

11.4 Each Party (and its authorized representatives) will be allowed access at all reasonable times to examine the books and records of the Joint Venture Company.

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Article 14 Intangible assets, distribution rights and intellectual property rights

14.1 The contribution by each Party of intangible assets, distribution rights and/or intellectual property rights relating to distribution of ANC Products, technical developments, patents, software or know-how to the Joint Venture Company shall be made in accordance with:

(a) The relevant Ancillary Agreement between that Party and the Joint Venture Company; and/or

(b) Such other agreements as may be entered into between that Party (or its Affiliates) and the Joint Venture Company on such terms as both Parties may agree.

14.2 Intellectual property rights which are developed by the Joint Venture Company during the course of the Joint Venture (referred to as Joint Venture Intellectual Property) belong to the Joint Venture Company and shall be used exclusively for the purposes of the Joint Venture. No private use or exploitation by either Party is allowed unless agreed by both Parties (and subject to such terms as may be approved by the Members).

Article 15 Transfer of Membership Units

15.1 A Party shall not transfer or pledge all or any of its Membership Units (or any interest therein) without the prior approval in writing of the other Party. The other Party does not need to justify any refusal.

15.2 If the other Party approves the transfer of Membership Units to an Affiliate of the transferor or to a third party non-member of the Joint Venture, such transfer is subject to that Affiliate or third party unconditionally agreeing in writing to all the terms of the present Agreement (as modified or supplemented by such other terms as may be agreed with the other Party).

In the case of a transfer to an Affiliate, the transferor Party is obliged to procure that such transferee re-transfers the Membership Units to that Party if at any time the transferee ceases to be an Affiliate of that Party.

15.3 If a Party (the Selling Party) wishes to transfer all or any of its Membership Units in the Joint Venture Company (referred to as the Sale Membership Units), it must give notice in writing (a Transfer Notice) to the other Party at least two months prior to the end of the Fiscal Year. The following procedure shall then apply:

(a) The Selling Party shall (except where the proposed transfer is to an Affiliate) offer the Sale Membership Units to the other Party (the Continuing Party), who has a right of first refusal;

(b) If the Continuing Party wishes to exercise its right of first refusal, it must give notice to the Selling Party within fifteen days after the date of the Transfer Notice;

(c) The purchase price of each of the Sale Membership Units shall be determined according to Article 15.5.

15.4 If all the Sale Membership Units are not agreed to be acquired by the Continuing Party under this procedure, the Selling Party may proceed to sell all the Sale Membership Units to a third party buyer provided that:

(a) Such sale takes place within two months of the completion of the process under Article 15.3;

(b) The sale takes place at a price per Sale Share which is not less than the Fair Price;

(c) The sale is approved by the Continuing Party pursuant to Article 15.1; and

(d) The third party unconditionally agrees in writing to all the terms of this Agreement (as modified or supplemented by such other terms as are agreed with the Continuing Party).

15.5 The price of each of the Sale Membership Units to be offered under the right of first refusal shall be established by common consent of both Parties.

If the Parties do not agree on the price, the Parties agree that an independent expert appointed in accordance with Article 31.7 shall fix the Fair Price for each of the Sale Membership Units and the price so determined shall be final and binding.

When determining the Fair Price of the Sale Membership Units, the independent expert shall fix a price per Sale Share based on the market value of the Joint Venture Company as a whole or, if there is no real market price, a 'fair' price of the Joint Venture Company as a whole. When determining the Fair Price of the Membership Units, the independent expert shall fix a price per Share based on the market/fair price of the Membership Units being sold. If there is a bona fide potential buyer, the independent expert shall take that price into account in determining the Fair Price of the Sale Membership Units.

Each of the Selling Party and the Continuing Party has the right by notice in writing within ten days after the independent expert's determination to withdraw from the proposed sale/purchase if it does not wish to proceed on the basis of the Fair Price per Sale Share fixed by the independent expert.

Article 16 Entry of new Parties into the Joint Venture

16.1 The entry of a new Party into the Joint Venture requires the joint approval of both Parties including agreement on the number of Membership Units that the new Party must purchase or acquire in the Joint Venture Company (and the price). The entry of a new Party is subject to its unconditional agreement in writing to all the terms of this Agreement (as modified or supplemented by such other terms as the existing Parties may agree).

Article 17 Termination for breach, change of control, Force Majeure or insolvency of a party

17.1 A Party shall be entitled to terminate this Agreement by notice in writing to the other Party in the following cases, but in no event sooner than five years after the date hereof:

(a) If the other Party or an Affiliate commits a material breach of this Agreement (or any agreement with the Joint Venture Company) which the first Party considers is likely to prejudice materially the business or success of the Joint Venture, provided that:

(i) Notice of that breach has been given by the first Party to the defaulting Party including its intention to treat the breach as a terminating event if unremedied within a reasonable period; and

(ii) The defaulting Party has failed to remedy that breach (or establish steps to prevent any recurrence) to the satisfaction of the first Party within a reasonable period.

(b) If an important change takes place in the control or the ownership of the other Party within Article 20; or

(c) If the other Party goes into or suffers bankruptcy or insolvency or an act or order is made by a court or other public authority which materially restricts that Party's capacity to perform its obligations in the Joint Venture.

17.2 If a Party terminates this Agreement by notice under Article 17.1, it shall be obliged to acquire the Membership Units of the other Party at their Fair Price as established by an independent expert.

When determining the Fair Price of the Membership Units, the independent expert shall fix a price per Share based on the market value of the Joint Venture Company as a whole or, if there is no real market price, a 'fair' price of the Joint Venture Company as a whole (taking into account the effect of the excluded Party's breach and exclusion from the Joint Venture). The Fair Price shall be fixed without any premium or discount for the size of the holding of Membership Units concerned.

Completion of the sale and purchase shall take place within 30 days after agreement on the price or its determination by the independent expert.

17.3 Termination does not relieve a Party in breach of its obligations under this Agreement (or any Ancillary Agreement) from its liability to damages for such breach.

Article 18 Withdrawal of a Party

18.1 If a Party wishes to withdraw from the Joint Venture, it shall give written notice to the other Party at least three months before the end of a Fiscal Year. No notice shall be given within an initial period of five years after the establishment of the Joint Venture Company.

18.2 The Parties shall discuss the situation in good faith and shall consider any or all of the following:

(a) Whether the Party wishing to withdraw should offer its Membership Units to the other Party in accordance with Article 15 prior to a possible sale of its Membership Units to a third party;

(b) Whether it is feasible or desirable for the Membership Units of that Party to be acquired by the Joint Venture Company;

(c) Whether the withdrawal of that Party is prejudicial to the affairs of the Joint Venture and should be refused or deferred for consideration until a later time;

(d) Whether the Joint Venture should be terminated and the Joint Venture Company wound up;

(e) Whether there is any other solution for dealing with the situation.

18.3 For the avoidance of doubt, the Joint Venture shall continue and the Party wishing to withdraw shall remain a Party to the Joint Venture unless either:

(a) A transfer of all of its Membership Units takes place under Article 15; or

(b) The Parties agree another solution for that Party's withdrawal pursuant to discussions

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under this Article 18.

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Article 20 Change in control of a Party to the Joint Venture

20.1 A Party must notify the other Party immediately of any important change in its control or ownership.

20.2 In such a case, the other Party has the right to exclude the Party concerned if it believes that the change in control of the Party is likely to prejudice materially the business or success of the Joint Venture. Its decision in this respect must be notified to the Party concerned within ten days of the notification under Article 20.1.

20.3 The provisions of Article 17 governing termination apply to any decision to exclude a Party under this Article 20.

Article 21 End of the Joint Venture

21.1 The Joint Venture will come to an end if:

(a) Both Parties agree that its objectives have been realized or have become impossible to realize or that it is otherwise appropriate to terminate the Joint Venture; or

(b) Party 1 dissolves or is terminated.

21.2 Upon termination of the Joint Venture under Article 21.1, the Parties shall take all steps necessary to dissolve the Joint Venture Company and to distribute or sell its assets. To this effect, the Parties shall proceed in particular by taking the following steps:

(a) Terminating all legal relationships of the Joint Venture Company with third parties;

(b) Selling the assets of the Joint Venture Company at the best possible price; a Party having a justified interest in the return of a Contribution it has made in a form other than cash shall have a right of first refusal to re-acquire this Contribution at market value;

(c) Settling the debts of the Joint Venture Company;

(d) Where applicable, refunding any loans made by the Parties;

(e) At the end of the liquidation, distributing any remaining cash surplus to the Parties according to their Membership Units.

If both Parties wish to take over the assets and activities of the Joint Venture Company, they shall seek in good faith to agree a reasonable allocation of assets.

21.3 Upon termination of the Joint Venture under Article 21.1, the Parties agree (subject to any contrary arrangements agreed or established under that Article) that any commercial exploitation of Joint Venture Intellectual Property by license or assignment to a third party shall, nevertheless, require the prior approval of both Parties.

21.4 The Joint Venture will also come to an end:

(a) If a Party transfers all its Membership Units to the other Party under Article 15 (Transfer of Membership Units) and there is no new Party;

(b) If a Party terminates this Agreement under Article 17 (Termination for Breach, Change of Control, Force Majeure or Insolvency of a Party) and acquires the Membership Units of the other Party; or

(c) If a Party gives notice of withdrawal under Article 18 (Withdrawal of a Party) and the Parties agree that the Joint Venture should be terminated.

21.5 Upon termination of the Joint Venture, this Agreement shall automatically terminate except for:

(a) Any rights or obligations of either Party in respect of any breach of this Agreement prior to termination; and

(b) The provisions of this Article 21 and Article 22 (Confidentiality).

Article 22 Confidentiality

22.1 Each Party agrees to keep confidential all business and technical information relating to the Joint Venture Company or the other Party and acquired in the course of its activities in connection with the Joint Venture. This obligation is not limited in time, and shall continue after either Party has left the Joint Venture or the Joint Venture has been terminated. The only exceptions to this confidentiality obligation are:

(a) If the information is or becomes public knowledge (without fault of the Party concerned); or

(b) If and to the extent that information is required to be disclosed by a Party to a regulatory or governmental authority or otherwise by law (in which case that Party shall keep the other Party informed of such disclosure).

22.2 Each Party shall use all reasonable efforts to ensure that its employees, agents and representatives (and those of its Affiliates) comply with these confidentiality obligations.

Article 23 Good faith, consultation, non-compete and duty to promote interests of the Joint Venture

23.1 Each Party shall use all reasonable efforts to promote the best interests of the Joint Venture Company and to consult fully on all matters materially affecting the development of the business of the Joint Venture Company. Each Party shall act in good faith towards the other Party and the Joint Venture Company in order to give effect to the spirit of this Agreement and to promote the success of the Joint Venture.

23.2 When consent or approval is required of a Party under this Agreement or in the course of the activities of the Joint Venture Company, such consent or approval shall not unreasonably be withheld.

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23.3 Each Party undertakes to ensure that its representative(s) attend Meetings of the Members and do not create a Deadlock by non-attendance.

23.4 A Party is not entitled to vote on any matter that relates to any claim or dispute between the Joint Venture Company and that Party or any of its Affiliates. This is without prejudice to any right of the relevant Party itself to dispute the claim.

23.5 Each Party shall ensure that any contracts between the Joint Venture Company and that Party (or any of its Affiliates) are made on an arm's length commercial basis and on terms that are not unfairly prejudicial to the interests of the other Party or the Joint Venture Company.

23.6 The Parties, while pursuing their own respective rights and interests, shall further their common interest in the Joint Venture and its activities. In particular, each Party undertakes that during the term of this Agreement it (and each of its Affiliates) will:

(a) Not carry on any business or activity which competes in any material respect with the business of the Joint Venture Company;

(b) Refrain from any other activity, behavior or steps which would be materially detrimental to the interests of the Joint Venture Company.

Upon a Party ceasing to hold any Membership Units following any transfer under Articles 15, 17 or 18, the leaving Party shall continue to be under an obligation not to compete with the business of the Joint Venture Company (as carried on at the exit date) for a period of two years after the leaving Party's exit date.

23.7 Each Party undertakes with the other Party that it will (so far as it is legally able) exercise all voting rights and powers available to it in relation to any person (including the Joint Venture Company and any Affiliate) to ensure that the provisions of this Agreement and any relevant Ancillary Agreement are fulfilled and performed and generally that full effect is given to the principles set out in this Agreement.

Article 24 Hardship and review

24. The Parties recognize that business circumstances change and that factors may arise which cause hardship to one Party by fundamentally affecting the equilibrium of the present Agreement or which make it desirable to review the structure and objectives of the Joint Venture. Each Party will in good faith consider any proposals seriously put forward by the other Party in the interests of the relationship between the Parties and/or the business of the Joint Venture Company. Neither Party shall be under any obligation to agree any revision. No amendment shall be effective unless agreed by both Parties in accordance with Article 28.

Article 25 Relief from performance and liability in case of Force Majeure

25.1 Non-performance by a Party under this Agreement (or any Ancillary Agreement) is excused if that Party proves that the non-performance was due to an impediment beyond its control and that it could not reasonably be expected to have taken the impediment into account at the time of the signing of the Agreement or to have avoided or overcome it or its consequences (such circumstances being referred to herein as 'Force Majeure').

25.2 Force Majeure within the meaning of Article 25.1 does not include the lack of any authorization, license, permit or approval necessary for the performance of this Agreement (or any Ancillary Agreement) and required to be issued by a public authority of any kind whatsoever in the jurisdiction of the Party seeking excuse for non-performance.

25.3 When the Force Majeure is only temporary, the excuse for non-performance shall have effect for such period as is reasonable, having regard to the effect of the Force Majeure on the performance of this Agreement (or any Ancillary Agreement) by that Party.

The excuse for non-performance takes effect from the time of the impediment.

25.4 The Party which suffers any such Force Majeure must give notice to the other Party of the circumstances of the Force Majeure and its effect on that Party's ability to perform.

25.5 As soon as notice according to Article 25.4 has been given, the Parties shall consult about the consequences of the Force Majeure for the operations of the Joint Venture. Both Parties shall make all reasonable efforts to overcome any obstacles to the activities of the Joint Venture that may result from Force Majeure.

25.6 If the circumstances of Force Majeure continue to affect the Party for a period exceeding one year, the other Party shall be entitled to give notice to terminate this Agreement whereupon it shall be obliged to acquire the affected Party's Membership Units in accordance with Article 17.

Article 26 Consequences of partial invalidity

26.1 If any of the provisions of this Agreement are found to be null and void, the remaining provisions of this Agreement shall remain valid and shall continue to bind the Parties unless it is clear from the circumstances that, in the absence of the provision(s) found to be null and void, the Parties would not have concluded the present Agreement.

26.2 The Parties shall replace all provisions found to be null and void by provisions that are valid under the applicable law and come closest to their original intention.

Article 27 Notices

27.1 The addresses for formal notices and service of process under this Agreement shall be provided to the other Party upon execution of this Agreement.

Unless and until a new address has been notified to the other Party, all communications to a Party are validly made when sent to its address as specified above.

27.2 Notices under this Agreement shall be sent by registered mail or by fax with confirmation by mail. They may also be validly sent by electronic mail provided the sender takes precautions necessary to ensure that the notice has been received.

Article 28 Amendments

28.1 This Agreement may be varied or modified only by a written amendment signed by both Parties.

Article 29 No assignment

29.1 Neither Party can assign its rights or obligations under this Agreement without a corresponding transfer of the Membership Units of that Party and the approval of the other Party.

Article 30 Applicable law

30.1 This Agreement is governed by the laws of the State of Vermont, USA.

Article 31 Resolution of disputes

31.1 If a dispute (including a Deadlock) arises between the Parties in relation to this Agreement or any Ancillary Agreement or in the course of the activities of the Joint Venture, both Parties shall seek to resolve it amicably.

31.2 If the dispute has not been resolved within one month after arising, either Party may request that it be brought to mediation or any other form of alternative dispute resolution (ADR).

31.3 If a Party has come to the conclusion that the attempts at amicable resolution are to no avail, it may give notice to the other Party of this failure and, thereupon, may commence arbitration pursuant to Article 31.4 et seq.

31.4 Any and all disputes arising under or relating to the interpretation or application of this Agreement shall be subject to arbitration in the State of Vermont under the then existing rules of the American Arbitration Association and pursuant to the Vermont Arbitration Act, codified at 12 V.S.A. section 5651, et seq. (the "VAA"), and if any conflict exists between said rules and VAA, the VAA shall control. Judgment upon the award rendered may be entered in any court of competent jurisdiction. The cost of such arbitration shall be borne equally by the Parties. Nothing contained in this Section shall limit the right of the Parties from seeking or obtaining the assistance of the courts in enforcing their constitutional or civil rights.

ACKNOWLEDGMENT OF ARBITRATION.

The parties to this Agreement understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, each Party understands that it will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, each Party agrees to submit any such dispute to an impartial arbitrator.

Jay Peak Biomedical Research Park L.P. By: its General Partner	AnC Bio USA, LLC
BY: _____ William Stenger, Managing Member of GP	BY: _____ Ariel Quiros, Managing Member of Party 2

31.5 In the resolution of the dispute, the arbitrators shall give effect to the letter and the spirit of this Agreement and, where necessary, reconcile conflicting provisions of this Agreement (or any Ancillary Agreement) in this spirit. In the event of any conflict between this Agreement and the applicable law, the arbitrators shall act as amiable compositeurs and, subject to public policy, shall give effect to this Agreement and the reasonable intentions and expectations of the Parties.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the date set forth below:

Jay Peak Biomedical Research Park L.P.
By: its General Partner

BY: _____
William Stenger, Managing Member of GP

_____
DATE

AnC Bio USA, LLC

BY: _____
Ariel Quiros, Managing Member of Party 2

_____
DATE

Exhibit M

PURCHASE AND SALE AGREEMENT

IN CONSIDERATION of the mutual covenants contained herein, **GSI OF DADE COUNTY, INC.**, a Florida corporation (the "Seller") and **JAY PEAK BIOMEDICAL RESEARCH PARK L.P.**, a Vermont limited partnership with its principal place of business in Jay, Vermont, USA (the "Buyer"), agree as follows (the "Agreement" or the "Contract"):

1. **Sale and Purchase of Real Estate**. Subject to the terms and conditions hereof, the Seller agrees to sell and the Buyer agrees to purchase a certain parcel of real property located in Newport, Vermont, USA, as shown on a map entitled "Subdivision Plat, G.S.I. of Dade County, Inc., 172 Bogner Drive, Newport City, Vermont" attached hereto as Exhibit A and incorporated by reference, and more particularly described in Exhibit B attached hereto and incorporated by reference (the "Property").

2. **Purchase Price**. Buyer agrees to pay and convey, as applicable, and Seller agrees to accept for the Property total consideration valued at Six Million and 00/100 Dollars ($6,000,000.00) (the "Purchase Price"), which will be paid and transferred as follows:

   A. The Purchase Price will be paid in full on or before January 31, 2013, or at such time as sufficient funds have been raised by Buyer under the terms of an Offering Memorandum dated as of November 30, 2012 (the "Offering") and any other requirements of sale have been met (i.e. obtaining subdivision permits). The Purchase Price will be paid by Buyer directly to Seller or its assignee.

3. **Property**. Buyer intends to construct a building and clean room facility using and following Good Manufacturing Practice and Good Laboratory Practice standards on the Property (the "Building") that will include space for the research and development and manufacture of cell based therapy medicine and medical devices, and clean rooms that will be leased to independent third parties (collectively, the "Project"). Seller will reasonably cooperate with Buyer, at Buyer's expense, to obtain all required permits necessary to subdivide the Property and to access the Property, and will execute all documents reasonably required to accomplish such objectives, including but not limited to all permit applications, in the joint names of Seller and Buyer where appropriate in Seller's sole discretion. Closing will not occur and title to the Property will not transfer to Buyer until such subdivision permits have been obtained and any appeal periods have expired without appeal being taken, unless counsel to Seller and Buyer consent to language in the deed of conveyance that acknowledges that no construction can occur on the Property unless and until all required permits are obtained, pursuant to state law, in which case Closing can occur sooner.

4. **Closing**. The closing ("Closing") shall be held on a time and date and at a location mutually agreed to by the parties, but in no event later than that date on which the Purchase Price is paid in full, unless said Closing is extended in the mutual agreement of the parties. In the event the Purchase Price is not paid in full, permits necessary for subdivision or construction of the Buildings cannot be obtained or any other event occurs that in the sole reasonable discretion of Seller makes the purpose of this Agreement no longer feasible, the Seller may cancel and void this Agreement and refund back to the Buyer any installments paid by Buyer towards the Purchase Price, except for any sums reasonably expended by Seller out of the Purchase Price in reliance on the Project going forward, including without

limitation all costs, expenses and fees expended by Seller in preparation of this Agreement and in connection with the Project.

5. **Transfer Documents**. At a time mutually convenient to both parties, Seller shall cause to be delivered to Buyer a Vermont Warranty Deed conveying the Property to Buyer in the form and substance acceptable to Buyer's attorney. Seller shall be responsible for preparing the Warranty Deed, Vermont Property Transfer Tax Return and any other tax or other customary forms required at the closing of conveyance of real estate (collectively, together with any other documents required by the parties if so referenced in this Contract, the "Closing Documents"). At Closing, the Seller shall deliver the Closing Documents to Buyer together with all building, land use and subdivision permits to the extent assignable and not otherwise automatically transferable triggered by the conveyance of the Property. Notwithstanding the foregoing, Buyer shall have the right and obligation to construct the Building and develop the Project, as set forth in Section 3 and the Offering, prior to Closing, provided that construction shall not occur until all local and state permits required to commence construction have been obtained (see Section 3).

Buyer agrees that it is familiar in all respects with the condition of the Property and agrees to accept the Property in its "AS IS" condition. subject to the requirement that permits necessary to the subdivision and development of the Property with the Building are obtained. Buyer agrees, notwithstanding any other language to the contrary in this Contract, that the foregoing agreement may be repeated in the Warranty Deed delivered by Seller, that subsequent to receiving such Warranty Deed Buyer shall hold Seller harmless from any claimed defect of the Property, and that the language of this provision shall survive the transfer of title.

6. **Property Transfer/Land Gains/Withholding Taxes**. The Buyer shall bear the expense and shall pay the Vermont Property Transfer Tax due on the sale of the Property. The Seller shall bear the expense and pay any Vermont Land Gains Tax due on the sale of the Property. If any withholding taxes are due in connection with the transfer of title of the Property, the parties will comply with state and federal law in making such withholding payments and cooperate in completing and filing the necessary forms with the applicable taxing authorities.

7. **Examination of Title**. On or before twenty (20) days prior to Closing, at Buyer's request Seller shall procure for Buyer's benefit, from a nationally recognized title insurance company (the "Title Insurer"), a title insurance commitment (the "Title Commitment") in an amount acceptable to Buyer in its sole discretion but in no event greater than the Purchase Price, which shall disclose the state of the title to the Property and shall constitute the commitment of the Title Insurer to insure the title in the name of Buyer, with a title insurance policy in an ALTA standard form of owners title insurance (the "Title Policy").

The Title Commitment shall be on the ALTA standard form and shall contain no exceptions other than the usual standard printed exceptions, exceptions for current real property taxes, and such easements and restrictions of record, zoning and building ordinances and other matters as may be approved by Buyer. Upon receipt by Seller, the Title Commitment shall be delivered to Buyer for its review and the review of its counsel and Buyer shall have ten (10) days after receipt of delivery of the Title Commitment within which to notify the Seller, in writing, of Buyer's disapproval of any exception(s) shown in said Title Commitment. In the event of such disapproval, Seller shall have ten

(10) days following receipt of such notice from Buyer within which to either (a) remove any disapproved exception(s) or matter(s), or (b) notify Buyer that Seller, despite its best efforts, is unable to remove any disapproved exception(s) or matter(s). In the event Seller notifies Buyer that it is unable to remove said items, Buyer shall proceed to Closing with the benefit of Seller's warranties in the deed of transfer, provided that such item(s) do not prevent Buyer from constructing and operating the Building.

The standard exceptions for mechanic's and materialmen's liens and parties in possession shall be removed from the Title Policy based on an affidavit and indemnity agreement satisfactory to the Title Insurer, to be signed by Seller. The standard survey exception shall be deleted from the Title Policy, if possible and at the discretion of the Title Insurer, based upon a survey of the Property to be done at Seller's expense in connection with the subdivision of the Property or upon later construction of the Building. The Seller shall insure that the Title Policy gets issued to Buyer, at Buyer's expense, within forty-five (45) business days after the applicable Closing Documents get recorded in the Land Records of the City of Newport.

8. **Closing Adjustments.** The following, if applicable, shall be apportioned as of the date of Closing from the beginning of the current taxable periods for each taxing authority: all property taxes, water, sewer or other municipal charges. Should any tax, charge or rate be undetermined on the date the Escrow Documents are released at Closing, the last determined tax, charge or rate shall be used for the purposes of apportionment.

9. **Binding Effect.** This Contract shall be binding upon the parties upon acceptance by the Seller. This Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties. This Contract contains the entire agreement by and between the parties hereto, superseding any and all prior agreements, written or oral, affecting said Property. This Contract shall be governed by the laws of the State of Vermont.

10. **Modification and Amendment.** No modification, amendment or deletion affecting this Contract shall be effective unless in writing and signed by all parties.

11. **Realtor's Commission.** The Seller and Buyer acknowledge and agree that there is no real estate agent or broker involved in the sale of the Property.

12. **Notices.** Notices required to effect the terms of this Contract shall be effective only if hand delivered or deposited in the U.S. Mail, postage prepaid, to the addresses listed below.

13. **Arbitration Clause.** **Any and all disputes arising under or relating to the interpretation or application of this Agreement shall be subject to arbitration in Vermont under the then existing rules of the American Arbitration Association and pursuant to the Vermont Arbitration Act, codified at 12 V.S.A. section 5651, et seq. (the "VAA"), and if any conflict exists between said rules and VAA, the VAA shall control. Judgment upon the award rendered may be entered in any court of competent jurisdiction. The cost of such arbitration shall be borne equally by the parties. Nothing contained in this Section shall limit the right of the parties from seeking or obtaining the assistance of the courts in enforcing their constitutional or civil rights.**

ACKNOWLEDGMENT OF ARBITRATION.

The parties to this Agreement understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, each party understands that it will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, each party agrees to submit any such dispute to an impartial arbitrator.

JAY PEAK BIOMEDICAL RESEARCH PARK L.P. ("Buyer")
BY: AnC Bio Vermont GP Services LLC, General Partner

By: _____ Date _____
William Stenger, Member and Duly Authorized Agent

EIN # _____

Address: 4850 VT Route 242
Jay, Vermont 05859-9621

The terms and conditions of this Contract are hereby accepted by Seller who certifies that it is the sole legal owner of the Property and that it is competent to enter into this Contract and has the authority to execute and be bound by this Contract.

GSI OF DADE COUNTY, INC. ("Seller") (or its successors or assigns)

BY: _____ Date _____
Ariel Quiros, President and Duly Authorized Agent

EIN # 650475084

Address: 111 Northeast 1st Street, 4th Fl.
Miami, FL 33132

Exhibit A

SURVEY MAP

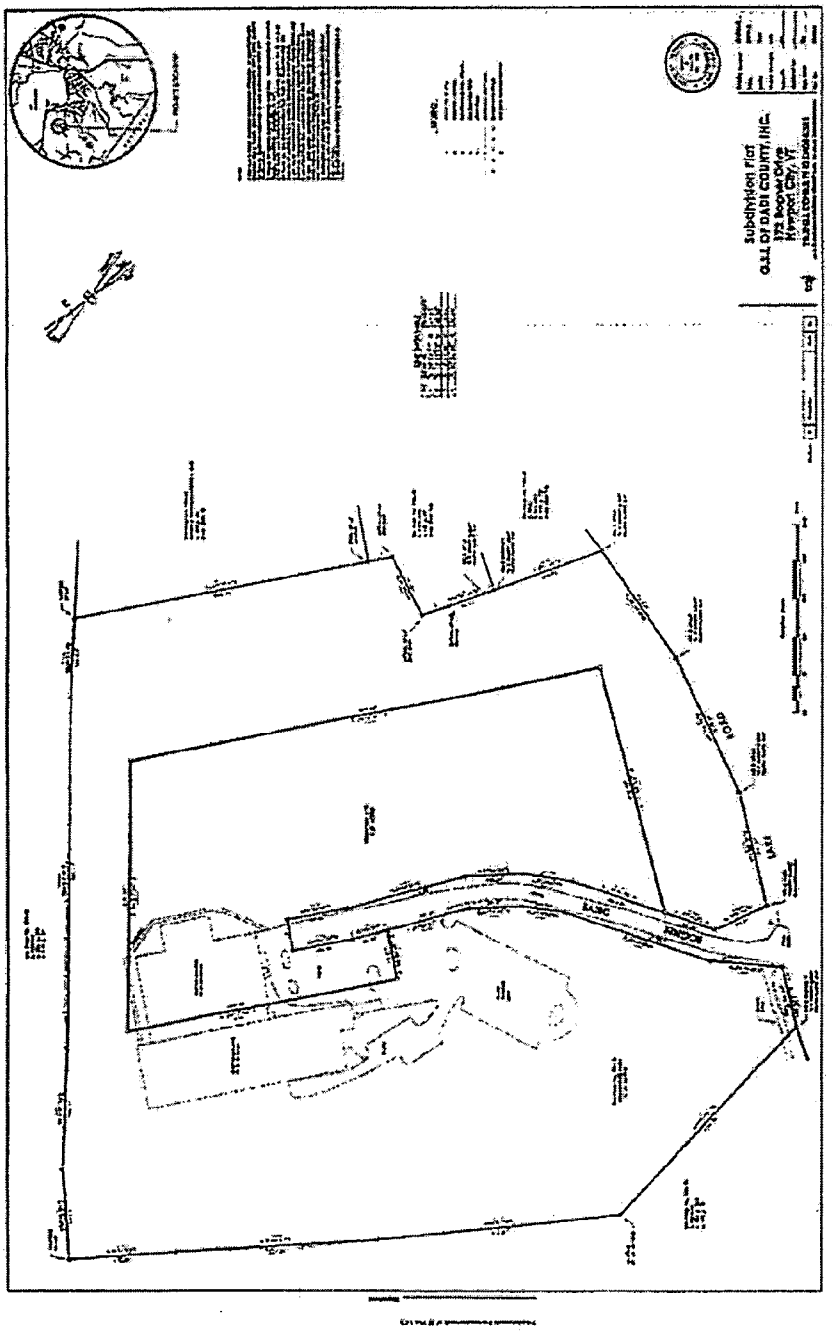

Exhibit B

REAL PROPERTY DESCRIPTION

Proposed lot
7.07 acres

Beginning at a point in the easterly sideline of Bogner Drive, which is located 183.5 feet, more or less, from the northeasterly sideline intersection of Bogner Drive and Lake Road, all as shown on a plat entitled "Subdivision Plat, G.S.I. of Dade County, Inc.", dated October 9, 2012, by Trudell Consulting Engineers.
Thence proceeding northeasterly along the easterly sideline of Bogner Drive on a bearing of N 52 degrees 16 minutes 22 seconds E for a distance of 167.78 feet to a point;
Thence proceeding northeasterly along the easterly sideline of Bogner Drive on a bearing of N 43 degrees 04 minutes 23 seconds E for a distance of 83.28 feet to a point;
Thence proceeding northeasterly along the easterly sideline of Bogner Drive on a bearing of N 32 degrees 04 minutes 23 seconds E for a distance of 100.04 feet to a point;
Thence proceeding northerly along the easterly sideline of Bogner Drive on a bearing of N 20 degrees 49 minutes 23 seconds E for a distance of 205.26 feet to a point;
Thence proceeding northerly along the easterly sideline of Bogner Drive on a bearing of N 24 degrees 59 minutes 00 seconds E for a distance of 99.82 feet to a point;
Thence proceeding westerly along the northerly sideline of Bogner Drive on a bearing of N 65 degrees 50 minutes 28 seconds W for a distance of 50.00 feet to a point;
Thence proceeding southerly along the westerly sideline of Bogner Drive on a bearing of S 24 degrees 59 minutes 22 seconds W for a distance of 100.91 feet to a point;
Thence proceeding southerly along the westerly sideline of Bogner Drive on a bearing of S 20 degrees 49 minutes 23 seconds W for a distance of 60.91 feet to a point;
Thence proceeding westerly on a bearing of N 66 degrees 35 minutes 46 seconds W for a distance of 79.57 feet to a point;
Thence proceeding northerly on a bearing of N 24 degrees 15 minutes 53 seconds E for a distance of 455.90 feet to a point;
Thence proceeding southeasterly on a bearing of S 54 degrees 23 minutes 36 seconds E for a distance of 431.59 feet to a point;
Thence proceeding southerly on a bearing of S 24 degrees 13 minutes 40 seconds W for a distance of 801.68 feet to a point;
Thence proceeding northwesterly on a bearing of N 70 degrees 58 minutes 53 seconds W for a distance of 406.07 feet to the point of beginning.

F:\word\EB-5 Projects\PROJECTS - ACTIVE\AnC Bio\Land Transfer\P&S.082212.doc

Exhibit N

MASTER DISTRIBUTION AGREEMENT

This **MASTER DISTRIBUTION AGREEMENT** ("Agreement" or "MDA") dated as of _____ ___, 201_ (the "Effective Date"), is made by and between **ANC BIO VT LLC**, a Vermont limited liability company, having its principal place of business at _____, Newport, Vermont _____ ("ANC VT"), **ANC BIO KOREA, INC.**, a South Korean business entity and an affiliate of ANC VT ("ANC KOREA", and collectively with ANC VT, "ANC") and **JAY PEAK BIOMEDICAL RESEARCH PARK L.P.**, a Vermont limited partnership having its principal place of business at _____, Newport, Vermont _____ ("NEW COMMERCIAL ENTERPRISE") acting herein by its General Partner, **ANC BIO VERMONT GP SERVICES, LLC**, a Vermont limited liability company, having its principal place of business at _____, Newport, Vermont _____ ("General Partner").

WHEREAS, ANC is engaged in the business of research, development and manufacture of biomedical devices, including artificial organs, cell based therapy medicine and portable medical devices; and

WHEREAS, NEW COMMERCIAL ENTERPRISE intends to build a new facility in Newport, Vermont, USA to be used to produce and manufacture certain biomedical products and seeks the master distribution rights to ANC biomedical products to enable NEW COMMERCIAL ENTERPRISE to market and distribute such products in the Territory (defined below); and

WHEREAS, as disclosed in an Offering Memorandum of NEW COMMERCIAL ENTERPRISE dated as of November 30, 2012 (the "Offering"), and pursuant to NEW COMMERCIAL ENTERPRISE's Limited Partnership Agreement of contemporaneous date thereof (the "Partnership Agreement"), NEW COMMERCIAL ENTERPRISE will raise funds from investors (each a "Limited Partner" and collectively the "Limited Partners") in part to compensate ANC for granting NEW COMMERCIAL ENTERPRISE said master distribution rights, as further set forth below, which investors may be persons who are not United States' citizens or lawful permanent residents of the United States and who desire to become limited partners in NEW COMMERCIAL ENTERPRISE, and their investment may enable such investors to become eligible for admission to the United States of America as lawful permanent residents with their spouses and unmarried, minor children (collectively, the "EB-5 Investors");

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NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ANC and NEW COMMERCIAL ENTERPRISE (each a "Party" and collectively, the "Parties") mutually agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms, whether used in the singular or plural, shall have the following meanings:

1.1 **"Product"** shall have the same meaning as ANC Product or ANC Products.

1.2 **"ANC Product" or "ANC Products"** means biomedical devices and cell based medicine, which Products are as more particularly described in the attached Exhibit A.

1.3 **"Territory"** means worldwide, unless limited by subsequent agreement of the Parties.

2. NEW COMMERCIAL ENTERPRISE MASTER DISTRIBUTION RIGHTS

ANC hereby licenses NEW COMMERCIAL ENTERPRISE the exclusive master distribution rights to ANC Products in the Territory during the term of this Agreement (the "Master Distribution Rights").

3. NEW COMMERCIAL ENTERPRISE FINANCIAL OBLIGATIONS TO ANC

NEW COMMERCIAL ENTERPRISE shall pay a Distribution License Fee to ANC in an amount and pursuant to a timeline as specified in Exhibit B.

4. ESCROW OF AGREEMENT

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4.1 **Escrow Agent.** This Agreement shall be held in Escrow with Carroll & Scribner, P.C. with an office in Burlington, Vermont, USA (the "Escrow Agent") until the Distribution License Fee, set forth at section 3 above and in Exhibit B has been paid in accordance with such payment terms.

4.2. **Right to Distribute.** Prior to the release of this Agreement from Escrow, NEW COMMERCIAL ENTERPRISE shall have the right to distribute ANC Products as set forth hereunder. The Master Distribution Rights licensed to NEW COMMERCIAL ENTERPRISE under this Agreement shall fully vest in NEW COMMERCIAL ENTERPRISE upon release of this Agreement from Escrow. Upon satisfaction of payment of the Distribution License Fee the Escrow Agent is directed to and shall release this Agreement from Escrow to the NEW COMMERCIAL ENTERPRISE free of conditions.

4.3 **Liability.** This Agreement will be held by Escrow Agent in its capacity as agent. Escrow Agent shall not have any liability of any kind or nature hereunder except if Escrow Agent willfully and in bad faith breaches any of its duties and obligations hereunder. Escrow Agent's duties and obligations to the parties are strictly limited to those expressly set forth in this Agreement. Escrow Agent hereby agrees to perform all express rights, duties and obligations required of it hereunder in good faith in accordance with the terms of the provisions of this Agreement. Escrow Agent shall not be required to give any bond or other security for the faithful performance of its duties hereunder. The Parties acknowledge that Escrow Agent has, and may continue to give, advice to the Parties on any issues in connection with the Offering, Partnership Agreement, this Agreement or otherwise, notwithstanding its role as Escrow Agent hereunder, and any actual or potential conflict as a result of Escrow Agent's role hereunder and as legal counsel to one or more of the Parties is hereby waived by the Parties.

4.4 **Disputes.** In the event of a dispute between the Parties regarding this Agreement or the release of this Agreement, Escrow Agent may, at its option, either take no action whatsoever, or interplead the Parties at the expense of the Parties and deposit the Agreement in court in a proceeding to resolve such dispute, in either case, without liability to Escrow Agent.

4.5 **Indemnification of Escrow Agent.** The Parties jointly and severally agree to indemnify and hold Escrow Agent harmless from and against any loss, damage, costs, charges, judgments, attorney fees or other sums that Escrow Agent may suffer, incur or pay, arising out of or in connection with the execution and/or performance of this Agreement, except to the extent that such loss, damage, costs,

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charges, judgments, attorney fees or other sums is due to Escrow Agent's willful and bad faith breach of the terms of this Agreement. The Parties jointly and severally shall at their expense defend any action or proceeding instituted against Escrow Agent that relates, directly or indirectly, to the subject matter of this Agreement except to the extent it relates to the willful and bad faith breach of this Agreement by Escrow Agent; provided, however, if Escrow Agent elects to defend itself in any such action, it shall be privileged to do so and the reasonable expense of such defense shall be borne jointly and severally by the Parties.

5. TRADEMARKS

Ownership of Trademarks. NEW COMMERCIAL ENTERPRISE acknowledges that ANC is the sole and exclusive owner of all right, title and interest in and to the trademarks associated with the ANC Products (the "ANC Marks"). At no time, whether during or after the term of this Agreement, shall NEW COMMERCIAL ENTERPRISE, without the express prior written consent of ANC, (i) represent, in any manner, that it has any right, title or interest whatsoever in or to the ANC Marks; (ii) use the ANC Marks in any way other than the distribution of ANC Products as expressly contemplated in this Agreement; (iii) register or attempt to register the ANC Marks or any mark or name similar to the ANC Marks under the laws of any jurisdiction; or (iv) cause or allow to be done any act or thing which would tend to impair the distinctiveness of the ANC Marks or any part of ANC's right, title and interest in the ANC Marks.

6. INTELLECTUAL PROPERTY

Ownership of Intellectual Property. The Parties acknowledge that NEW COMMERCIAL ENTERPRISE shall have the right to use ANC intellectual property solely in connection with this Agreement. NEW COMMERCIAL ENTERPRISE acknowledges that ANC is the sole and exclusive owner of all right, title and interest in and to all intellectual property associated or identified with the ANC Products, including but not limited to all (a) patents; (b) all copyrights and all other literary property and author rights, and all rights, title and interest in and to all copyrights, copyright registrations, certificates of copyrights and copyrighted interests; and (c) all rights, title and interest in and to all inventions (whether patentable or not in any country), invention disclosures, and trade secrets, and any other similar rights in or arising worldwide, in each case, whether arising under the laws of the United States or any other state, country, or jurisdiction (collectively, the "ANC Intellectual Property"). At no time, whether during or after the term of this Agreement, shall NEW COMMERCIAL ENTERPRISE without the express

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prior written consent of ANC, (i) represent, in any manner, that it has any right, title or interest whatsoever in or to the ANC Intellectual Property subject of this Agreement, (ii) use the ANC Intellectual Property in any way other than the distribution of ANC Products as expressly contemplated in this Agreement; (iii) register or attempt to register any ANC Intellectual Property under the laws of any jurisdiction; or (iv) cause or allow to be done any act or thing which would tend to impair the ANC Intellectual Property.

7. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date hereof and continue for up to ten (10) years from the date the last Limited Partner is accepted into NEW COMMERCIAL ENTERPRISE, unless reduced as set forth herein (the "Term"). The Term will be reduced and this Agreement will automatically terminate upon the early termination of the Partnership pursuant to the Partnership Agreement.

Upon termination of this Agreement, the Master Distribution Rights shall automatically vest back in ANC without any further action required by any of the Parties, and NEW COMMERCIAL ENTERPRISE shall no longer have any rights hereunder.

8. WARRANTIES

As the owner of the ANC Products, ANC alone shall determine the duration and other terms of its warranties, if any, to customers, and NEW COMMERCIAL ENTERPRISE shall have no authority to create, falsely market, extend, modify or eliminate such warranties, either in writing or verbally.

9. INDEMNIFICATION BY ANC

Except as provided below in Section 10, ANC shall defend and indemnify NEW COMMERCIAL ENTERPRISE from and against any damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any third party claim brought against NEW COMMERCIAL ENTERPRISE that the ANC Products infringes or misappropriates the intellectual property rights of any third party in the Territory, provided that (i) NEW COMMERCIAL ENTERPRISE shall have promptly provided ANC written notice of said claim and reasonable cooperation, information, and assistance in connection therewith and (ii) ANC

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shall have sole control and authority with respect to the defense, settlement, or compromise thereof.

10. LIMITATION ON LIABILITY

IN NO EVENT SHALL ANC OR NEW COMMERCIAL ENTERPRISE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS AND LOSS OF USE) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH IT'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES.

11. CONFIDENTIALITY; REVERSE ENGINEERING

11.1 ANC and NEW COMMERCIAL ENTERPRISE agree and acknowledge that in order to further the performance of this Agreement, ANC may be required to disclose to NEW COMMERCIAL ENTERPRISE certain Confidential Information (as defined herein). "Confidential Information" means all information which is disclosed by ANC to NEW COMMERCIAL ENTERPRISE concerning ANC or ANC Products.

11.2 NEW COMMERCIAL ENTERPRISE, on behalf of itself, the General Partner and all limited partners, agrees to protect the Confidential Information with a reasonable standard of care, including without limitation agreeing:

(a) not to disclose or otherwise permit any other person or entity access to, in any manner, the Confidential Information, or any part thereof in any form whatsoever;

(b) to notify ANC promptly and in writing of the circumstances surrounding any suspected possession, use or knowledge of the Confidential Information or any part thereof at any location or by any person or entity other than NEW COMMERCIAL ENTERPRISE and the General Partner; and

(c) not to use the Confidential Information for any purpose other than as explicitly set forth herein.

11.3 Nothing in this Section 11 shall restrict NEW COMMERCIAL ENTERPRISE with respect to information or data, whether or not identical or

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similar to that contained in the Confidential Information, if such information or data is or becomes public or available to the general public otherwise than through any act or default of NEW COMMERCIAL ENTERPRISE.

11.4 NEW COMMERCIAL ENTERPRISE shall have the right to disclose the Confidential Information to the extent that it is legally required to do so, provided it promptly notifies ANC of such disclosure requirement so that ANC may seek an appropriate protective order and/or waive NEW COMMERCIAL ENTERPRISE's compliance with the confidentiality provisions of this Agreement.

11.5 Without limiting the foregoing, neither NEW COMMERCIAL ENTERPRISE, the General Partner nor any of the limited partners, either directly or by authorizing a third party, shall reverse engineer, redesign or disassemble or dismantle any ANC Product.

12. MISCELLANEOUS

12.1 **Assignment.** Neither Party shall have the right to assign its rights or duties under this Agreement without the express written consent of the other Party. Any attempted assignment or transfer, whether voluntary or by operation of law, made in contravention of the terms hereof shall be void and of no force and effect. Except as otherwise provided herein, this Agreement shall inure to the benefit of, and shall be binding upon, the Parties and permitted successors and assigns of the Parties. **Notwithstanding anything in this Agreement to the contrary, ANC acknowledges that NEW COMMERCIAL ENTERPRISE intends to enter into a joint venture agreement with a subsidiary of ANC VT to create and own a joint venture entity (the "JOB CREATING ENTERPRISE") that will run the business operations described herein and geared towards developing, manufacturing and distributing the ANC Products worldwide, and that NEW COMMERCIAL ENTERPRISE intends to contribute the Master Distribution Rights pursuant to the joint venture agreement to facilitate the JOB CREATING ENTERPRISE's ability to operate the business. NEW COMMERCIAL ENTERPRISE agrees that JOB CREATING ENTERPRISE will have all of the rights and benefits of this Agreement as if it was a party to this Agreement, provided that JOB CREATING ENTERPRISE agrees in writing to be bound by all the obligations and agreements of NEW COMMERCIAL ENTERPISE herein.**

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12.2 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Vermont without regard to its internal conflicts of laws provisions.

12.3 **Waiver.** The waiver by either Party of a breach or a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of a Party to exercise or avail herself or itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege by such Party.

12.4 **Notices.** Any notice or other communication in connection with this Agreement must be in writing and sent by certified mail, return receipt requested, overnight courier or hand and shall be effective when delivered to the addressee at the address set forth above or such other address as the addressee shall have specified in a notice actually received by the addressor.

12.5 **Entire Agreement.** This Agreement contains the full understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating thereto. No waiver, alteration, supplement, amendment or modification of any of the provisions hereof shall be binding unless made in writing and signed by the Parties. Each Party warrants that it has the right to enter into this Agreement.

12.6 **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

12.7 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected.

12.8 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns, as limited by Section 12.1.

12.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of such together shall constitute one and the same instrument.

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12.10 **Force Majeure.** No Party to this Agreement shall be responsible to the other Party for nonperformance or delay in performance of the terms or conditions of this Agreement due to acts of God, acts of governments, war, riots, strikes, accidents in transportation, or other causes beyond the reasonable control of such Party.

12.11 **No Third Party Rights.** Nothing in this Agreement shall give rise to any rights in any person or entity that is not a party to this Agreement, except as otherwise set forth in section 12.1.

12.12 **Arbitration. Any and all disputes arising under or relating to the interpretation or application of this Agreement shall be subject to arbitration in the State of Vermont under the then existing rules of the American Arbitration Association and pursuant to the Vermont Arbitration Act, codified at 12 V.S.A. section 5651, et seq. (the "VAA"), and if any conflict exists between said rules and VAA, the VAA shall control. Judgment upon the award rendered may be entered in any court of competent jurisdiction. The cost of such arbitration shall be borne equally by the Parties. Nothing contained in this Section shall limit the right of the Parties from seeking or obtaining the assistance of the courts in enforcing their constitutional or civil rights.**

ACKNOWLEDGMENT OF ARBITRATION

The Parties to this Agreement understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, each Party understands that it will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, each Party agrees to submit any such dispute to an impartial arbitrator.

DRAFT

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JAY PEAK BIOMEDICAL RESEARCH PARK L.P.
By its General Partner:
Anc Bio Vermont GP Services, LLC

BY:_____
William Stenger, Member
and Duly Authorized Agent

ANC BIO VT LLC

BY: _____
Ariel Quiros, Member
and Duly Authorized Agent

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their names by their properly and duly authorized officers or representatives as of the date set forth above.

DRAFT

JAY PEAK BIOMEDICAL RESEARCH PARK L.P.
By its General Partner:
Anc Bio Vermont GP Services, LLC

BY:_____
William Stenger, Member
and Duly Authorized Agent

ANC BIO VT LLC

BY: _____
Ariel Quiros, Member
and Duly Authorized Agent

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EXHIBIT A

DESCRIPTION OF ANC PRODUCTS

ANC Products are those products designed by ANC now or in the future, and manufactured at the new facility in Newport, Vermont, USA owned by the NEW COMMERCIAL ENTERPISE, for biomedical purposes, including artificial organs, biomedical devices and cell based medicine, and distributed in the Territory.

DRAFT

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EXHIBIT B

DISTRIBUTION LICENSE FEES

Distribution License Fee: NEW COMMERCIAL ENTERPRISE shall pay the sum of Ten Million and 00/100 Dollars ($10,000,000.00) to ANC as the Distribution License Fee, as compensation to ANC for NEW COMMERCIAL ENTERPRISE's acquisition of the Master Distribution Rights subject of this Agreement. The Distribution License Fee shall be due on the Effective Date; however it shall be paid, subject to the availability of NEW COMMERCIAL ENTERPRISE funds, in equal proportional shares from the funds invested by each of the Limited Partners to become a limited partner in NEW COMMERCIAL ENTERPRISE, on a schedule mutually agreed to.

DRAFT

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Exhibit O

FROST & SULLIVAN

March 2015

Strategic Analysis of AnC Bio Products and Services: Evaluating Demand

Executive Summary Prepared For

Jay Peak Biomedical Research Park L.P.

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1 INTRODUCTION

Frost & Sullivan was commissioned, as a third-party research and consulting firm, by Jay Peak Biomedical Research Park L.P., to assess and evaluate AnC Bio VT products and services in context of the marketplace; specifically, to address global market demand and opportunities. The following products and services were included in the scope of work: Twin-Pulse Life Support System (T-PLS), Carry-On Pulsatile Artificial Kidney (C-PAK), E-Liver, Stem Cell, and Cleanroom facilities. Key findings are captured in this Executive Summary, in which Frost & Sullivan concludes that AnC Bio VT products and services address significant global demand, and retain qualities of market attractiveness and competitive edge. Moreover, based upon the market analysis, the projections in the AnC Bio VT business plan and payments made for the related intellectual property rights appear reasonable.

Overview of AnC Bio Medical Devices

Treatment of heart, kidney, and liver disease incurs tremendous costs to the healthcare system. To a large extent, these diseases are treated and managed by the use of devices that assist or replace organ function. These devices are expensive and in need of improvements to their safety, efficacy, ease of use, and cost-efficiency. AnC Bio has superior scientific and engineering expertise to develop advanced organ-assistance devices that will benefit patients and the entire healthcare system. The company produces a blood pump that is in clinical use, and is developing unique devices for kidney and liver dialysis that fill growing needs. AnC Bio's organ-assist devices have many attributes that are in demand by hospitals and clinics: simple operation, rapid setup, safety, improved efficacy, small size, light weight, and cost-efficiency. Frost & Sullivan believes that AnC Bio's technology is unmatched by existing devices. The company's organ-assist products will not only be highly competitive in the global market, but will be leaders in setting new standards for the industry.

Overview of AnC Bio Stem Cell Therapy and Manufacturing Facilities

There is great demand for new stem cell therapy products, especially in the areas of cardiovascular disease and cancer. In the United States, cardiovascular disease is the leading cause of death, with 600,000 Americans dying of some form of heart disease annually. Because of Dr. Ike Lee's extensive knowledge and experience in this area of cardiovascular stem cell therapy, his 16+ years in the biomedical industry, and his leadership position with AnC Bio, the company is well positioned to provide new, leading-edge stem cell therapies for cardiovascular disease.

The largest roadblock to the advancement of the stem cell therapy industry is the lack of FDA-approved current good manufacturing practices (cGMP) cleanrooms for stem cell manufacturing: if only 20% of all late-stage stem cell therapy products (those in clinical trial phases 2/3, 3, or 4) were to reach the market within the next 2 to 5 years, there would not be enough manufacturing capacity globally to produce them. Therefore, there is great opportunity for efficient, well-designed stem cell manufacturing facilities such as that proposed by Jay Peak/AnC Bio.

Because large-scale manufacturing of stem cell products is most lucrative, Jay Peak/AnC Bio will strive to reach capacity in large-scale manufacturing as soon as possible. To attain this goal, it will be important for Jay Peak/AnC Bio to open its doors to early-stage companies that are conducting research or have technologies in early-stage clinical trials (phases 1–2), so they will grow and expand in-house and transition to the Contract Manufacturing Organization (CMO) Model for large scale manufacturing. Jay Peak/AnC Bio will attract these companies by offering high-quality contract research capabilities and manufacturing capabilities, as well as incentive packages and partnerships. This will generate customer loyalty and industry recognition for Jay Peak/AnC Bio, while ensuring long-term sustainability.

In these ways, Jay Peak/AnC Bio will attract new technology to the area and act as a biomedical technology magnet for Vermont. Support industries will become prevalent, and—most importantly—jobs will be created. These jobs will range from high-level managerial to laboratory and administrative positions. Jay Peak/AnC Bio also has strong relationships with the high schools, vocational schools, and colleges in New England and Quebec. By leveraging these relationships, people can be trained locally for jobs at the Jay Peak/AnC Bio facility.

In summary, Frost & Sullivan has determined that stem cell therapy is a large, emerging market that will require FDA-certified cGMP facilities for early- and late-stage stem cell product development and commercialization. Industry growth in the United States and abroad is limited, in part, by the lack of certified cGMP cleanroom manufacturing facilities. This shortage could provide great opportunity for Jay Peak/AnC Bio and the state of Vermont as they build one of the first leading-edge stem cell therapy manufacturing facilities in the world. In this way, the City of Newport and the surrounding areas will become a recognized hub for biomedical stem cell therapy, while Vermont residents are locally trained and subsequently retained to work in the area.

2 ANC BIO TWIN-PULSE LIFE SUPPORT SYSTEM (T-PLS)

AnC Bio produces the T-PLS which is a mechanical blood pump with unique features that are in high demand by hospitals for their cardiac surgery and extracorporeal life support programs. It acquired regulatory approval for sale in South Korea, China, and Europe and has been used in over 500 clinical cases. These unique features include: 1) compact size, 2) light weight, 3) minimal damage to blood cells, 4) physiologic pulsatile flow, 5) easy setup and operation, 6) convenient user interface, 7) preassembled disposables for quick connection in an urgent situation, 8) auto-priming for rapid use, and 9) comparatively low cost.

T-PLS is well differentiated to meet demand in the cardiac surgery market for safety and efficacy features that derive from its minimal damage to blood cells and its physiologic pumping action. Cardiac surgery programs also value blood pumps that are simple and quick to set up, and that are cost-effective. In the market for life support, T-PLS fills high demand for lightweight and compact blood pumps that are ready to use in minutes and are simple to operate. Based on the high demand for

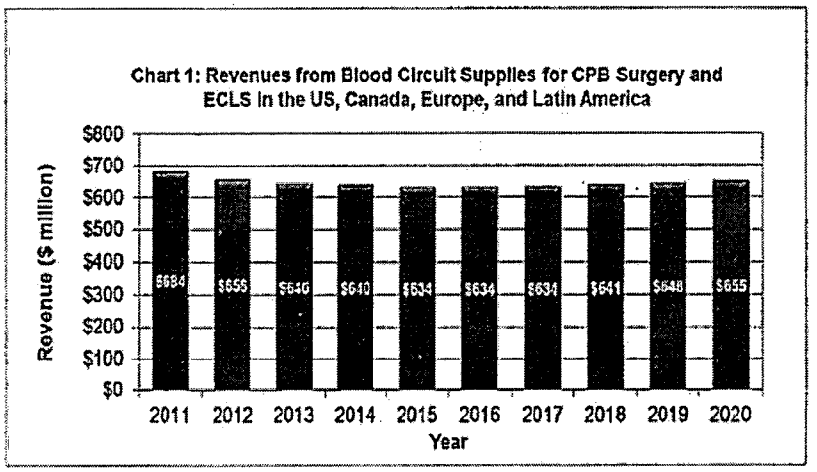
features on which T-PLS excels and the large market size for blood pumps and consumables, Frost & Sullivan believes T-PLS is a highly attractive opportunity for investment.

A blood pump is a mechanical device that wholly or partially substitutes the blood-pumping function of the heart. The Frost & Sullivan report focuses on extracorporeal blood pumps, which function outside the body, as opposed to implantable blood pumps. The market for extracorporeal blood pumps is mature, but there is room for new products that offer clinical and cost-saving advantages over existing blood pumps.

AnC Bio's T-PLS is well-suited for two applications: cardiopulmonary bypass (CPB) surgery and extracorporeal life support (ECLS). The market for CPB pumps and consumables is the larger of the two, with over 800,000 CPB surgeries performed in 2014, and with 6,700 arterial CPB pumps installed in the United States, Canada, Europe, and Latin America. While the market has been declining, it is expected to stabilize by 2015.

The market for ECLS pumps is smaller, but is evolving faster. There were 2,800 ECLS procedures performed in 2014; the growth rate is 8% per year. New pumps directed specifically at the ECLS market are being introduced and are seen as having value-added differentiating features.

By 2020, total revenue from blood pumps will approach $14 million. Revenue from blood circuit consumables will exceed $650 million in the United States, Canada, Europe, and Latin America (see Chart 1 below).



The main driver of this market is the increasing number of patients requiring cardiac intervention. The main restraint is the development of minimally invasive treatments. However, with attributes and qualities of T-PLS, Frost & Sullivan believes AnC Bio maintains a strong competitive edge and market attractiveness.

AnC Bio's T-PLS has important features that are in demand and competitive with other pumps. T-PLS fits many needs of the blood pump market and could compete with other products in all covered regions. T-PLS has unique features, such as its pulsatile flow, small size, and low cost, that are desired and that differentiate it from existing blood pumps.

The key attributes of blood pump systems are broad range of application, ease of transport, ease of operation, short time to set up, and low consumables cost. A comparison of several systems (Table 1 below) shows that T-PLS fulfills all these key attributes, while competing systems are more limited in fulfilling the attributes.

Table 1: Comparison of Blood Pump Systems on Key Product Attributes

Company	Product	Attributes				
		Broad Range of Application	Easy to Transport	Easy to Operate	Short Set-Up Time	Low Consumables Cost
AnC Bio	T-PLS	√	√	√	√	√
Sorin	S5 heart–lung machine	X	X	X	X	√
Maquet	Cardiohelp	X	√	X	√	X
Terumo	Advanced Perfusion System	X	X	X	X	√
Thoratec	Centrimag	X	√	X	X	X

Key: √ = High fulfillment of attribute
X = Moderate fulfillment of attribute
X = Low fulfillment of attribute

In terms of target customers, Frost & Sullivan recommends that T-PLS be marketed to hospitals as a means to improve patient outcomes by using pulsatile flow, reduce costs, and increase the capacity for treating ECLS patients. Morbidity and mortality with CBP surgery can be improved; T-PLS provides pulsatile flow that contributes to this improvement. Hospitals are increasingly cost-constrained and should view T-PLS as a way to contain costs. ECLS is a growing market with a large need to reduce mortality and morbidity of the seriously ill patients who receive ECLS. Hospitals will be interested in T-PLS for its safety and efficacy, as well as its benefits in size and weight for transporting patients.

Overall, there is significant demand for innovative medical devices such as T-PLS from AnC Bio. T-PLS has value-added attributes and features that will support a compelling market offering in an industry that is projected to be worth over $650 million globally by 2020.

3 ANC BIO CARRY-ON PULSATILE ARTIFICIAL KIDNEY (C-PAK) SYSTEM

AnC Bio is developing the C-PAK, a hemodialysis system with several features that are highly appealing to dialysis clinics, hospitals, and patients on home hemodialysis. C-PAK is much smaller and lighter than current hemodialysis systems. It uses disposable dialyzer units that are convenient and preset to a patient's therapy. C-PAK has an emergency backup system and integrated safety sensors. The device is easy to operate through a large color touchscreen, and is capable of remote monitoring

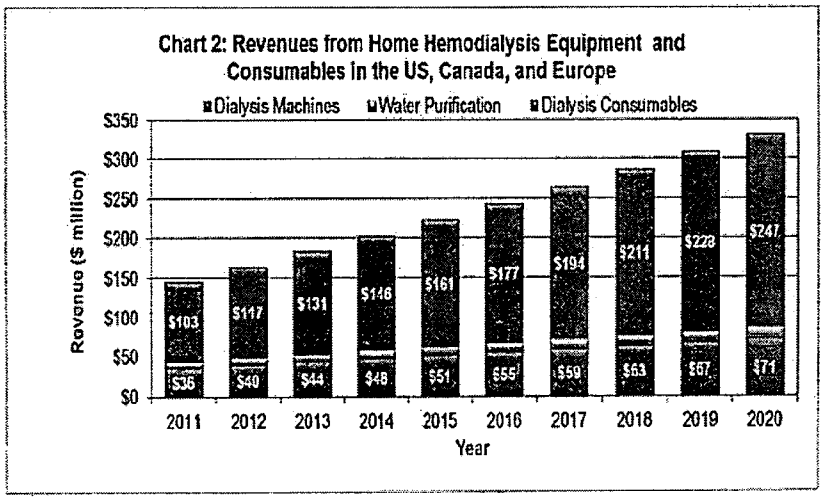
and control. The system's feature of pulse push/pull hemodialysis allows for simple operation compared with conventional hemodialysis. C-PAK also requires a lower volume of treatment fluid than conventional hemodialysis; a separate water treatment device can be added to further reduce the need for dialysis fluid.

Dialysis clinics and hospitals have high demand for hemodialysis systems that reduce the costs of labor, equipment, and consumables. Features of AnC Bio's C-PAK, such as its ease of use, remote monitoring, and low volume of dialysis fluid, help meet these demands better than current systems. The market for home hemodialysis demands small, lightweight, safe, and easy-to-use systems—features on which C-PAK also excels compared with existing systems. Frost & Sullivan believes that AnC Bio's C-PAK has tremendous potential for rapid acceptance in the large market for hemodialysis.

Hemodialysis is a treatment for chronic kidney failure. In hemodialysis, waste solutes in blood diffuse across a semipermeable membrane (dialyzer) into a dialysis fluid (dialysate) on the other side. Hemodialysis may be performed in a dialysis center, a hospital, or in the patient's home. In the United States, over 90% of hemodialysis patients receive treatment in dialysis centers. Frost & Sullivan estimates that total revenues for hemodialysis machines and consumables in the United States, Canada, Europe, and Latin America was $9.4 billion in 2014, and will grow to $12 billion by 2020. The following report focuses primarily on one segment: home hemodialysis (HHD).

The market for HHD is growing. There is room and market opportunity for new products that improve the patient experience and offer cost savings to dialysis clinics; here, C-PAK may be an attractive product offering. HHD use varies greatly by region; for example, the percentage of dialysis patients on HHD is 4% in Canada, 1.7% in the United States, and 0% in Latin America. There were 11,600 patients on HHD in the United States, Canada, and Europe in 2012, and the number was growing at 11.8% per year.

Chart 2 below shows that revenue from HHD machines is projected to reach $71 million by 2020; from dialysis consumables, it is projected to reach $247 million. Consumables include single-use dialyzers and dialysate solution.



HHD is mostly administered by single-payer systems, such as U.S. Medicare. Patients receive HHD training at dialysis clinics, which also arrange for the installation of the HHD machine and periodic delivery of supplies to HHD patients. Major HHD

competitors are NxStage and Fresenius. NxStage dominates the U.S. market, and is expanding market share in Europe at the expense of Fresenius. NxStage has advantages in size and ease of use. However, Frost & Sullivan believes that AnC Bio's C-PAK could compete well in this marketplace.

AnC Bio's C-PAK has important features that are in demand and competitive with current HHD systems. C-PAK fits many needs of the growing HHD market and could compete with other products in all covered regions. C-PAK has unique features, such as its small size and low cost, that differentiates it from existing and upcoming HHD systems.

Key attributes of dialysis systems are ease of operation, ease of transport, remote monitoring, low dialysate volume requirement, and low consumables cost. A comparison of several systems (Table 2 below) shows that AnC Bio C-PAK highly fulfills all these key attributes, while competing systems are more limited in fulfilling these attributes.

Table 2: Comparison of Home Hemodialysis Systems on Key Product Attributes

Company	Product	Attributes				
		Easy to Operate	Easy to Transport	Capability for Remote Monitoring	Low Dialysate Volume	Low Cost of Consumables
AnC Bio	C-PAK	√	√	√	√	√
Fresenius	2008@home	X	X	X	X	√
NxStage	System One	√	X	X	X	X
Baxter	Vivia	√	X	√	Not found	Not found
Quanta Fluid Solutions	Quanta SC+	√	X	X	Not found	Not found

Key: √ = High fulfillment of attribute
X = Moderate fulfillment of attribute
X = Low fulfillment of attribute

Major market drivers of HHD are convenience for the patient and higher margins for dialysis centers. Major market restraints are the burden on caregivers of providing dialysis at home five or six times per week, and managing vascular access.

While C-PAK's attributes and benefits are attractive in the marketplace, Frost & Sullivan recommends that the C-PAK be marketed to dialysis clinics to attract and keep patient volume, and to reduce operational costs. Dialysis clinics are increasingly cost-constrained and see HHD as one way to keep margins from eroding.

Because the global market demand is relatively significant, the low cost of AnC Bio's C-PAK could be the key to opening the Latin American market for HHD, which thus far has been dormant.

4 ANC BIO E-LIVER SYSTEM

AnC Bio is developing the E-Liver hemodialysis system for treating the blood of liver failure patients. This system has several features that are highly appealing to hospitals with liver transplant programs. Currently a limited number of liver dialysis devices are available, but they are complex and costly to operate. The E-Liver removes toxins that are bound to proteins, as well as low molecular weight components. It performs plasma separation and perfusion in a single filter unit, allowing a simpler mechanism for cleansing the blood of liver failure patients than current systems. In contrast to one existing liver dialysis system, the E-Liver requires no supplementary albumin supply. Pilot studies show that liver dialysis treatment with E-Liver is highly effective at removing uremic and hepatic toxins. The system is also safe, as blood cell integrity is well maintained during dialysis with E-Liver. Treatment with E-Liver is also costs less than available devices.

The E-Liver fulfills a large need as a bridge to liver transplant, and for supporting liver function during healing or recovery. Hospital liver treatment and transplant programs have a great need for liver dialysis that is highly efficacious, simple to perform, and cost-effective. The features of AnC Bio's E-Liver, such as its high efficacy at removing toxins, its simple mechanism, low-cost filter unit, and lack of need for albumin, meet these demands better than current systems. Frost & Sullivan believes that the E-Liver fills a large void in the market for liver support, and is an attractive opportunity for further development.

Liver dialysis is the process of removing toxins from blood that are normally cleared by a healthy liver, but which accumulate when the liver is diseased, leading to the risk of death. There are two main conditions to which liver dialysis can be applied: acute liver failure (ALF), and acute-on-chronic liver failure (ACLF).

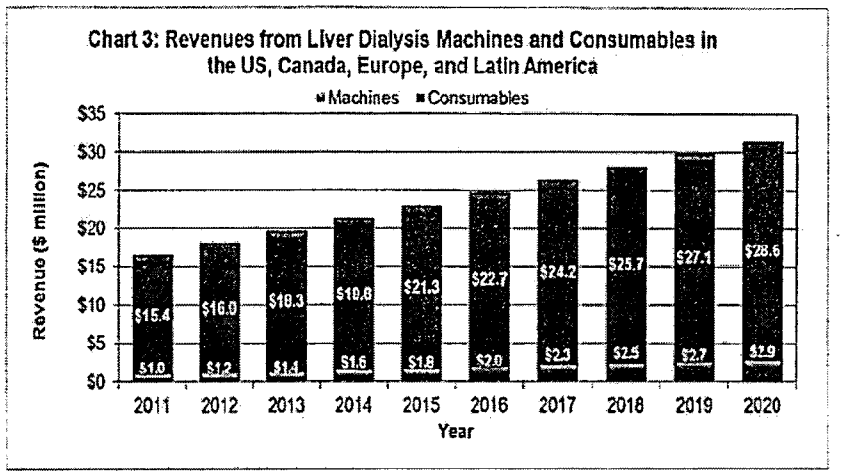
The market for liver dialysis is growing. There is room for new products with improved efficacy and that offer cost savings to hospitals. The major applications for liver dialysis are as a bridge to liver recovery in ALF and as a bridge to liver transplant in acute liver failure and ACLF.

In 2012, there were 9,750 ALF patients in the United States, Canada, Europe, and Latin America, and about 1,156 patients who received liver transplants for ACLF. There were 334 liver transplant centers in these regions.

In 2012, a total of 1,024 patients received liver dialysis in these regions; the number is growing at about 105 per year. The total number of liver dialysis machines was 97; this is growing at about 6 to 7 per year.

Revenue from the sale of liver dialysis machines is projected to reach $2.9 million by 2020, and from liver dialysis consumables, $28.6 million (Chart 3). Consumables typically include a set of four filters, and may include human albumin. In the related market of hemoperfusion to treat poisoning and septic shock, revenues for hemoperfusion consumables were at least $98 million worldwide in 2014.

The major competitors in liver dialysis are the MARS and Prometheus systems. MARS comprises 88% of the total market; Prometheus is sold only in Europe. Frost & Sullivan believes that AnC Bio's E-Liver has features that are in demand and competitive with existing systems. E-Liver fits many needs of the growing liver dialysis market and could compete with other products in all covered regions. E-Liver's features, such as its efficacy at filtering toxins, simple operation, and low cost, differentiate it from current liver dialysis systems.



Key attributes of liver dialysis systems are system simplicity, ease of operation, lack of albumin requirement, and low consumables cost. A comparison of three systems (Table 3 below) shows that the AnC Bio E-Liver fulfills all these key attributes, while competing systems are more limited in fulfilling the attributes.

Table 3: Comparison of Liver Dialysis Systems on Key Product Attributes

Company	Product	Attribute			
		Simple System	Easy to Operate	No Albumin Requirement	Low Consumables Cost
AnC Bio	E-Liver	√	√	√	√
Baxter/ Gambro	MARS	X	X	X	X
Fresenius	Prometheus	X	X	√	X

Key: √ = High fulfillment of attribute
X = Moderate fulfillment of attribute
X = Low fulfillment of attribute

The major market drivers of liver dialysis are clinical acceptance of its efficacy and new indications for use. Major market restraints are the shortage of donor livers for transplant and the cost of liver dialysis.

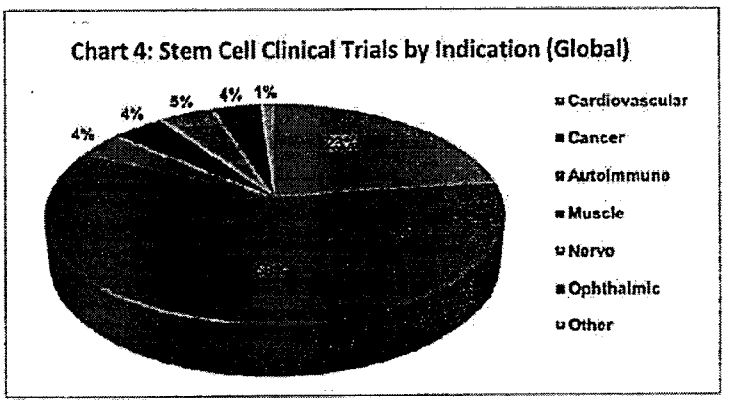
Frost & Sullivan recommends that E-Liver be marketed to hospitals as a means to improve the outcomes of patients with ALF and ACLF, and to reduce costs. Hospitals are increasingly cost-constrained and should consider E-Liver as one component of controlling costs.

The low cost of AnC Bio's E-Liver could be the key to expanding the Latin American market for liver dialysis, which thus far remains small in spite of the existence of liver centers with experience in liver transplant and treating liver failure.

5 ANC BIO STEM CELL THERAPY SERVICES

Today, regenerative medicine aims to augment, repair, or regenerate tissue and organs damaged by disease, injury, or the natural aging process. While a vast majority of available treatments for chronic and fatal diseases can only relieve the symptoms of or delay disease progression, regenerative medicine is capable of altering the underlying disease mechanism. Regenerative medicine is composed of four market segments: cell therapy, gene therapy, tissue engineering, and small molecules and biologics. Over 60% of the regenerative medicine market is in the area of cell therapy, the majority of which is in the form of stem cell therapy.

Stem cell therapy is the use of stem cells to treat or prevent a disease or condition. Stem cells can be derived from a variety of sources including pre-implantation embryos, adult bone marrow, blood, brain, liver, intestine, skin, and fat (adipose). Stem cells can differentiate into a variety of adult cell types. Stem cells from pre-implantation embryos can differentiate into any tissue in the adult body and are called pluripotent stem cells (PS). Stem cells from cord blood and bone marrow can be induced to differentiate in to multiple cell types (although not as many as those of embryonic origin) and are called induced pluripotent stem cells (IPS). A third type of stem cell can be isolated from other adult tissues but can only differentiate into cells specific to that tissue; these are called tissue-specific stem cells.

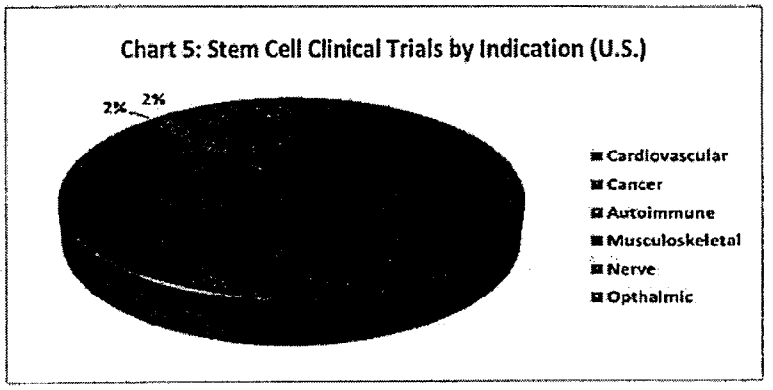


The global stem cell therapy market is new and rapidly expanding. In 2013, although only 20 stem cell products were approved by regulatory agencies, $1.25 billion in revenue was generated with a total market value of $6.53 billion, which is expected to grow at a compound annual growth rate (CAGR) of 13.6%. Stem cell products comprised $3.22 billion of the market value, while the cell therapy value was $3.31 billion.

Stem cell products are items used to create, support, or deliver stem cell therapies. Stem cell therapies are the therapeutic stem cells themselves, and/or their components, that are used to treat patients.

The global stem cell therapy market is rapidly growing and is expected to reach $10.6 billion by 2018. This market is made up of numerous types of therapies that can be broken down by indication as shown in Chart 4.

The United States has the largest share of the stem cell therapy market and is growing faster than any other region because it has the most research and development (R&D) activities, better methods for stem cell analysis, and more clinical trials—many of which are fast-tracked by the FDA. The United States stem cell therapy market is currently worth $2.2 billion and is projected to grow to $3.9 billion by 2019. Stem cell therapies, by indication, in the United States closely resemble global trends (see Chart 5).



The major strategic recommendation for AnC Bio for entering the stem cell therapy market is to continue monitoring the markets, especially in the United States and Japan. In the United States, new manufacturing strategies will rapidly evolve to meet FDA requirements while optimizing product yield. The Japanese market is most rapidly moving towards commercialization and should be observed on the following: identification of indications where commercialization success is the greatest (i.e., cancer or cardiovascular disease), cell therapies where single cell changes can be effective, therapies with greatest societal need, and technologies that may result in the largest profit margins (i.e., autologous therapies, which have a much lower profit margin than allogeneic therapies).

6 JAY PEAK/ANC BIO CLEANROOM MANUFACTURING FACILITIES

Many cardiovascular and cancer clinical trials are in phases 2–4, with many requiring consistent, reliable cGMP (cleanroom) manufacturing in cGMP-certified facilities. The advancement of the stem cell therapy industry is dependent on the availability of and the successful operation of these facilities. This becomes increasingly important when one realizes that there is no other industry in which the living cells are the product, and that all variability in cell viability and potency must be standardized and minimized during manufacturing in these cGMP facilities. To date, there are a number of small cGMP facilities in the world that are capable of producing the small numbers of stem cells required for early-stage clinical trials (phases 1-2). These small scale manufacturing facilities fit the Hotel Model where researchers and start-up companies can "visit" the facility and work with the in-house staff to produce

the desired number of cells. Facilities equipped to manufacture stem cells on a large scale basis (for late stage clinical trials or for products on the market) fit the CMO Model. When compared to the Hotel Model facilities, even fewer CMO Model facilities exist that are capable of generating the larger numbers of stem cells required for the later stage clinical trials (phases 3-4) and still fewer are equipped and certified for large scale commercialization of the new emerging stem cell therapies.

This is due, in part, to stringent cGMP requirements and the high cost of build-out followed by low return on investments during the early stages of operation. In order to reduce risk, many new centers of excellence are emerging in which state and public funds are leveraged to build, operate, and provide contract manufacturing services for stem cell therapy companies at an affordable rate. Twenty-two cGMP facilities that specify stem cell manufacturing capabilities are registered with the Association of Academic Biologics Manufacturing (AABM). The majority of these facilities only have production capabilities for small cell numbers, such as those needed for early stage clinical trials (phases 1–2); and thus, fit the Hotel Model. In contrast, the UK government has recently slotted $90 million for a large-scale cell therapy manufacturing center to be located at The Cell Therapy Catapult in Stevenage for stem cell products that are maturing in the approval pipeline and will require scale-up manufacturing for commercialization in the near future.

As Jay Peak/ AnC Bio develops its manufacturing facility, it will be important to consider the following variables: Jay Peak/ AnC Bio's core competencies; the balance between early-stage R&D/clinical trials 1–2 (Hotel Model) and late-stage high volume manufacturing (CMO Model); the need for closed cell culture capabilities; flexibility of cGMP lab configurations; workforce education, training, attraction and retention; and issues related to transportation.

In identifying critical success attributes for stem cell manufacturing, Frost & Sullivan shows a comparison of how Jay Peak/ AnC Bio aligns with industry standards and expectations (Table 4 below). The comparison shows that Jay Peak/ AnC Bio addresses all these critical attributes. And by meeting these, Jay Peak/ AnC Bio is potentially positioned to become leaders in the Stem Cell Therapy industry.

Table 4. Alignment of Critical Attributes for Stem Cell Manufacturing Facilities		
Key Attributes for Success	Jay Peak/ AnC Bio Matches Key Attributes	Areas to be Watchful
All operations must be FDA compliant. Clients will also need FDA regulatory guidance.	Jay Peak/ AnC Bio has contracted Biologics Consulting Group, Inc., Alexandria, VA: General Electric's agency of choice for build-out & client needs.	Facility and products are FDA compliant and must be maintained and monitored at all times.
Must have a universal Quality Management System (QMS) with protected IP.	A strong QMS will be developed and implemented when the new facility is ready.	Keep costs associated QMS labor and costs low: automate as much as possible.
Hotel and CMO models differ greatly; activities must be kept separate when housed at same facility.	Jay Peak/ AnC Bio will prepare to be both the Hotel and CMO models, with initial operations focused on Hotel, followed by CMO.	Keep the Hotel Model activities separate from the CMO Model.
The market is moving from autologous to allogeneic stem cell products: most autologous production will be at the point of care.	Plans will be made to transition to allogeneic stem cell production to keep up with market demand and to take advantage of the larger profit margins that are attainable.	Be aware of market changes and new technology/ products that will assist in and reduce costs of autologous and allogeneic stem cell production.
Manufacturing is moving away from tissue culture flasks to closed system bioreactors- FDA will require it.	Jay Peak/ AnC Bio will offer both stem cell culture systems.	Be aware of when new closed culture systems and bulk large scale reactors are on-line.
Executive level expertise and availability of a skilled work force.	Key executive: Ike Lee, Ph.D., of AnC Bio; Labor force education/recruitment strategies developed, i.e., support, collaboration & training programs at local high schools, universities and colleges; Recruitment and retention packages available.	Stay focused in areas where expertise are in-house; keep labor costs as low as possible; and automate as many processes as possible.

By meeting the standards of excellence, Jay Peak/ AnC Bio will be positioned as leaders in the Stem Cell Therapy industry. Not only are they conducting the necessary studies and due diligence, they are hiring the right experts to develop ideas, construct and then operate one of the first stem cell manufacturing facilities of its kind. They are carefully considering all aspects of product development and manufacturing as they relate to the following: (a) stem cell therapy market demand that includes market size and disease type, (b) small verses large scale manufacturing requirements, (c) the Hotel Model verses the CMO Model as it relates to regulation, client needs and requirements, (d) FDA approval, compliance and regulation, (e) labor needs and work force development, and (f) quality management systems and cost control. In these ways, Jay Peak/ AnC Bio is creating a hub for biotechnology that will bring jobs and educational programs to the area, stimulate the local economy and allow Vermont residents to stay in Vermont.

In summary, stem cell therapy is an emerging market that is in the growth phase. It is driven by game-changing discoveries that show how stem cell therapy can cure life-threatening diseases such as cancer and cardiovascular, musculoskeletal, and neurological diseases. Market expansion and growth is partially hindered by the high cost of stem cell product development, manufacturing, standardization of procedures, and system validation and verification, as well as the rapidly changing regulatory environment.

While the stem cell therapy is emerging and growing rapidly as a market place worldwide, its growth will be hindered by a shortage of qualified cGMP clean room facilities that will be necessary to produce the stem cell products. By building the manufacturing facility now, Jay Peak/ AnC Bio is positioning itself to capture the market. And by launching a progressive marketing campaign and maintaining a high level of industry intelligence and market presence, Jay Peak/ AnC Bio will succeed and be recognized as global thought leaders.

7 ABOUT FROST & SULLIVAN

Frost & Sullivan, the Growth Partnership Company, works in collaboration with clients to leverage visionary innovation that addresses the global challenges and related growth opportunities that will make or break today's market participants. For more than 50 years, we have been developing growth strategies for the global 1000, emerging businesses, the public sector and the investment community.

Our Growth Partnership supports clients by addressing these opportunities and incorporating two key elements driving visionary innovation: The Integrated Value Proposition and The Partnership Infrastructure.

- ***The Integrated Value Proposition*** provides support to our clients throughout all phases of their journey to visionary innovation including: research, analysis, strategy, vision, innovation and implementation.
- ***The Partnership Infrastructure*** is entirely unique as it constructs the foundation upon which visionary innovation becomes possible. This includes our 360 Degree research, comprehensive industry coverage, career best practices as well as our global footprint of more than 40 offices.

Please note that all table and charts are sourced as the following: Frost & Sullivan, Frost & Sullivan Analysis.

Exhibit P

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that GSI OF DADE COUNTY, INC., a Florida corporation with its principal place of business in Miami, County of Miami-Dade and State of Florida, **Grantor,** in the consideration of Ten and more Dollars paid to its full satisfaction by **JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,** a Vermont limited partnership with a place of business in Newport, County of Orleans and State of Vermont, **Grantee,** by these presents does freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the said Grantee, **JAY PEAK BIOMEDICAL RESEARCH PARK L.P.** and its successors and assigns forever, a certain property in the City of Newport, County of Orleans and State of Vermont, described as follows:

> Being a part of the same lands and premises conveyed to GSI of Dade County, Inc. by Warranty Deed of James Mulkin, Mary Ann Mulkin and Fredric Oeschger dated September 15, 2011 and recorded at Book 209, Pages 132-134 of the City of Newport Land Records.
>
> Being a parcel of land approximately 7.07 acres in size with all buildings and improvements thereon, and all easements, rights and appurtenances thereto (the "Lot").
>
> Beginning at a point in the easterly sideline of Bogner Drive, which is located 183.5 feet, more or less, from the northeasterly sideline intersection of Bogner Drive and Lake Road, all as shown on a plat entitled "Subdivision Plat, G.S.I. of Dade County, Inc.", dated October 9, 2012, by Trudell Consulting Engineers.
>
> Thence proceeding northeasterly along the easterly sideline of Bogner Drive on a bearing of N 52 degrees 16 minutes 22 seconds E for a distance of 167.78 feet to a point;
>
> Thence proceeding northeasterly along the easterly sideline of Bogner Drive on a bearing of N 43 degrees 04 minutes 23 seconds E for a distance of 83.28 feet to a point;
>
> Thence proceeding northeasterly along the easterly sideline of Bogner Drive on a bearing of N 32 degrees 04 minutes 23 seconds E for a distance of 100.04 feet to a point;
>
> Thence proceeding northerly along the easterly sideline of Bogner Drive on a bearing of N 20 degrees 49 minutes 23 seconds E for a distance of 205.26 feet to a point;

Thence proceeding northerly along the easterly sideline of Bogner Drive on a bearing of N 24 degrees 59 minutes 00 seconds E for a distance of 99.82 feet to a point;

Thence proceeding westerly along the northerly sideline of Bogner Drive on a bearing of N 65 degrees 50 minutes 28 seconds W for a distance of 50.00 feet to a point;

Thence proceeding southerly along the westerly sideline of Bogner Drive on a bearing of S 24 degrees 59 minutes 22 seconds W for a distance of 100.91 feet to a point;

Thence proceeding southerly along the westerly sideline of Bogner Drive on a bearing of S 20 degrees 49 minutes 23 seconds W for a distance of 60.91 feet to a point;

Thence proceeding westerly on a bearing of N 66 degrees 35 minutes 46 seconds W for a distance of 79.57 feet to a point;

Thence proceeding northerly on a bearing of N 24 degrees 15 minutes 53 seconds E for a distance of 455.90 feet to a point;

Thence proceeding southeasterly on a bearing of S 54 degrees 23 minutes 36 seconds E for a distance of 431.59 feet to a point;

Thence proceeding southerly on a bearing of S 24 degrees 13 minutes 40 seconds W for a distance of 801.68 feet to a point;

Thence proceeding northwesterly on a bearing of N 70 degrees 58 minutes 53 seconds W for a distance of 406.07 feet to the point of beginning.

Reference is hereby made to the above mentioned plats, deeds and records therein contained all in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereto, to the said Grantee **JAY PEAK BIOMEDICAL RESEARCH PARK L.P.** and its successors and assigns, to their own use and behoof forever.

And we, the said Grantor **GSI OF DADE COUNTY, INC.**, for itself and its successors and assigns, does covenant with the said Grantee, and its successors and assigns, that until the ensealing of these presents it is the sole owner of the Lot, and has good right and title to convey the same in manner aforesaid; that the Lot is FREE FROM EVERY ENCUMBRANCE, except as may be specified herein; and it does hereby engage to WARRANT AND DEFEND the same against all lawful claims whatsoever, except as may be specified herein.

BY ITS ACCEPTANCE OF THIS WARRANTY DEED, GRANTEE ACKNOWLEDGES AND AGREES: (a) IT IS FAMILIAR IN ALL RESPECTS WITH THE CONDITION OF THE LOT BEING CONVEYED AND AGREES TO ACCEPT THE LOT IN ITS "AS IS" CONDITION, SUBJECT TO THE REQUIREMENT THAT ALL PERMITS NECESSARY TO SUBDIVIDE AND DEVELOP THE LOT WITH A COMMERCIAL BUILDING, HAVE BEEN OR WILL BE OBTAINED; (b) IT SHALL HOLD GRANTOR HARMLESS FROM ANY PHYSICAL DEFECT OF OR IN THE LOT; AND (c) ITS AGREEMENTS HEREIN SHALL SURVIVE THE TRANSFER OF TITLE FROM GRANTOR TO GRANTEE.

Notice of Permit Requirements. Without limiting the foregoing, in order to comply with applicable state rules concerning potable water supply and wastewater systems, a person shall not construct or erect any structure or building on the lot of land described in this deed if the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first applying with the applicable rules and obtaining any required permit. Any person who owns this property acknowledges that this lot may not be able to meet state standards for potable water supply or waste water system and therefore this lot may not be able to be improved.

IN WITNESS WHEREOF, Grantor hereunto sets its hand and seal as of this 30th day of December, 2013.

In the presence of:

Witness: Lucia Katia Perez

GSI OF DADE COUNTY, INC.

BY: _____
Ariel Quiros, President
and duly authorized agent

STATE OF Florida
COUNTY OF DADE, SS.

At Miami, FL., this 30th day of December, 2013, before me personally appeared Ariel Quiros, President and duly authorized agent on behalf of GSI of Dade County, Inc., and acknowledged the foregoing instrument by him sealed and subscribed to be his free act and deed, and the free act and deed of GSI of Dade County, Inc.

Notary Public
Commission Expires: 8/7/2015

LUCIA KATIA PEREZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE119580
Expires 8/7/2015

1475791.1

Exhibit Q

AnC BIO
AnC Bio Pharm
10th Floor H&S Tower 119-2 Nonhyun-dong, Gangnam-gu, Seoul, Korea
Phone: +82-(0)2-549-7088 Fax: +82-(0)2-549-7044 www.ancbio.com

TECHNICAL LICENSE AGREEMENT

THIS AGREEMENT, made this First day of December, 2012, by and between AnC Bio Vt, a corporation duly organized and existing under the laws of Vermont, USA with principal office at One AnC Bio Drive, Newport, Vermont, 05855 hereinafter "Licensee"), and AnC Bio Korea, Inc., a corporation duly organized and existing under the laws of the Republic of Korea, having a principal office at 10th Floor, H&S Tower 119-2, Nonhyun-Dong, Gangnam-Gu, Seoul, Republic of Korea, or its' designee (hereinafter "Licensor"),

WITNESSETH:

WHEREAS, Licensor possesses certain valuable technical information relating to the development and manufacture and sale of certain products, more specifically described in Attachment "A;' and

WHEREAS, Licensee desires to acquire a license to use Licensor's technical information to manufacture and sell such products, and

WHEREAS, Licensor is willing to grant to Licensee rights to use its technical information for the purposes set forth below, subject to the terms and conditions herein provided,

NOW, THEREFORE, in consideration of the respective covenants hereafter set forth, the parties hereto mutually agree as follows:

Article 1. Definitions

As used in this Agreement, the following terms have the meaning set forth in this Article unless the text clearly indicates to the contrary:

1.1 The term "Territory" means North, South and Central America.
1.2 The term "Licensed Products" means those products identified in Attachment "A" to this Agreement.
1.3 The term "Technical Information" means the proprietary processes, the intellectual property,

improvements, trade secrets, designs, data, plans, specifications, know-how, operating experience, and other information, patented or unpatented, that is presently owned or is developed by Licensor prior to the effective date of this Agreement, relating to or useful in the commercial production of the Licensed Products.

1.4 The term "Licensed Technology" means Technical Information, Industrial Property Rights or any of them.

1.5 The term "Effective Date" means the date when this Agreement becomes effective in its entirety in accordance with Article 24 hereof.

Article 2. License Grant

Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts as of the Effective Date hereof an exclusive, non-transferable right and license, without the right to grant sub-licenses, to use the Licensed Technology to produce the Licensed Products in the United States ; and a non exclusive license to sell or transfer the Licensed Products to other areas of the world, provided that Licensee may sell or transfer the Licensed Products only to licensed users of the Licensor's trademarks in the following areas:

(i)areas in which the Licensor has already registered the Licensed Patents or Licensed Trademarks;

(ii) areas in which the Licensor is already engaged in ordinary sales activities regarding the Licensed Products; or

(iii) areas in which the Licensor has granted exclusive sales rights to a third party.

Article 3. Consideration

3.1 In consideration of disclosures to be made pursuant to this Agreement and for the rights and licenses herein granted in Licensed Technology, Licensee shall make payments to Licensor, as hereafter set forth in Article 3.2.

3.2 Licensee shall keep full and true books of account and other records in sufficient detail so that the use of the Technology transferred hereunder can be properly ascertained. Licensee agrees, on the request of Licensor and at Licensor's expense, to permit an auditor, selected by Licensor and to whom Licensee has no reasonable objection, to have access to such records as may be necessary to determine, in respect of any period ending not more than three years prior to

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the date of such request, the correctness of any report under this Agreement, provided, however, that if the audit conducted by Licensor reveals a discrepancy from the reports presented by Licensee, Licensee shall bear the cost of the audit. The auditors determination as to the correctness of any report hereunder shall be deemed conclusive and binding upon the parties hereto.

Article 4. Transfer of Technical Information

4.1 Upon Licensee's request, after the Effective Date, Licensor shall disclose and make available to Licensee the Technical Information and Industrial Property Rights in sufficient detail to enable Licensee to manufacture and sell the Licensed Products in the Territory according to the Technology Transfer Schedule agreed between the parties.

4.2 Any translation of Technical Information and Industrial Property Rights from English to another language or conversion of any Technical Information from one system of measurement to another shall be performed by Licensee at its own expense.

Article 5. Confidentiality, Protection and Ownership of Information

5.1 Licensee agrees that, during the term of this Agreement and for five years thereafter, Licensee will keep secret and confidential all Licensed Technology as well as all information with respect to Improvements thereof.

5.2 Licensee acknowledges that the Licensed Technology as well as Improvements thereof are the property of Licensor and Licensee shall not challenge or contest Licensor's Industrial Property Rights. Accordingly, Licensee shall not use the Licensed Technology or Improvements thereof for its own benefit or for the benefit of another except pursuant to the license granted hereunder.

5.3 Licensee shall not, without Licensor's prior written consent, disclose or allow to be disclosed any Licensed Technology or Improvements thereof to anyone except to its officers, agents, employees and subcontractors and then only to such extent as may be necessary for the proper manufacture, use and sale of the Licensed Products in accordance with this Agreement. Licensee shall take all necessary precautions in a manner acceptable to Licensor to keep the Licensed Technology or Improvements thereof secret and confidential and to restrict its use in the manner provided in this Article.

5.4 Licensee agrees that any reproductions, notes, summaries or similar documents relating to the

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Licensed Technology and Improvements thereof supplied hereunder shall, immediately upon their creation, become and remain the property of Licensor and are to be marked conspicuously so as to indicate their confidential character. In addition, before making a disclosure of Licensed Technology and Improvements thereof authorized by Licensor, Licensee shall obtain a written agreement from the party to whom the disclosure is made in a form acceptable to Licensor that the disclosed information shall be held in confidence in the manner provided in this Article.

5.5 The obligation of Licensee to keep the Licensed Technology secret and confidential pursuant to Articles 5.1 through 5.4 hereof shall not apply to any Technical Information and Improvements thereof that Licensee can prove: (1) is already demonstrably known to Licensee; (2) is or becomes available to Licensee from other sources not under obligation to Licensor with respect thereto; or (3) is or becomes available to the public through no breach of the obligations of Licensee hereunder.

Article 6. Improvements

6.1 As used in this Article and Agreement the term "Improvement" shall have the following meaning unless the text clearly indicates to the contrary: "Any modification relating to the Licensed Technology that has been developed by a party hereto during the term of this Agreement and that, in the case of Licensor being the developer, has been practiced on a commercial scale by Licensor, and in the case of Licensee being the developer, has been practiced on a commercial scale by Licensee or a customer of Licensee in the Territory, such commercial practice in each instance having been for a period of at least six (6) consecutive months. If Licensee combines Licensed Technology and technology already in the possession of Licensee, that combination shall be an Improvement provided it meets all other criteria of this definition. Any change in the Licensed Technology that is subject to patent coverage is not within the definition of Improvement.

6.2 The parties agree that each shall fully disclose to the other all Improvements that arise during the term of this Agreement. With respect to any Improvements of Licensor, Licensor hereby grants to Licensee an exclusive right to use Improvements to manufacture and sell in the Territory and to export outside the Territory the Licensed Products. With respect to any Improvements of Licensee, Licensee hereby grants to Licensor a non exclusive right to use such Improvements. In case Licensor grants a sublicense to third parties, Licensor and Licensee will negotiate the royalty payable to Licensee.

6.3 Licensee agrees not to make any use of Licensed Technology other than as granted herein. Any developments of Licensee that are not within the definition of Improvements shall be used by

Licensee only after such developments have been offered to Licensor on reasonable commercial terms.

Article 7. Technical Assistance

7.1 During the term of this Agreement, Licensor shall provide Licensee with the following additional Technical Assistance:

A. LICENSOR Visits Upon prior written request, Licensor will, subject to agreement on the costs connected with such Licensor visits, provide a reasonable number of technical personnel to visit Licensee's facility in the United States at pre-arranged times and for reasonable periods of time agreed upon by Licensor and Licensee to assist Licensee with respect to specific problems and tasks relating to the manufacture of Licensed Products and the use of Licensed Technology including plant construction, start up, and plant operation. For the purposes above described, Licensee shall make available to such personnel all information necessary for them to render full and effective assistance. Licensor will use reasonable efforts to comply with Licensee's desires relative to the timing of such visits and the providing of specified personnel commensurate with Licensor's other obligations.

B. LICENSEE Visits Upon prior written request, Licensor will permit visits of Licensee's technical, and administrative personnel to Licensor's manufacturing and administrative facilities in South Korea (or elsewhere as Licensor may designate) to study and acquire knowledge of Licensor's operations as they relate to Licensed Technology and the manufacture of Licensed Products. The numbers of Licensee personnel in any one visit and the time and length of each visit shall be reasonable and be mutually agreed upon by Licensor and Licensee prior to each such visit.

C. Technical Inquiries Licensor will entertain from time to time written inquiries concerning Licensed Technology related to the manufacture and sale of Licensed Products. Licensor will respond to such inquiries as reasonably possible within its abilities. Although no limitations are placed on the number and nature of such inquiries, nevertheless, the parties understand that the number shall be reasonable and the nature related to manufacture and sale of Licensed Products in the Territory. It is further understood that Licensor is under no obligation to perform any testing or any research or development work in order to respond to such inquiries and that if any such work is required, it will be agreed on between the parties separately and apart from this Agreement.

7.2 The parties shall agree on a case by case basis on the amount of costs connected with visits of Licensor personnel in accordance with Paragraph 7.1,A and on the question which party

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has to bear such costs.

7.3 For all visits of Licensee personnel in accordance with Paragraph 7.1.B, Licensee shall be responsible for all costs including, but not limited to, compensation, travel, living and out-of-pocket expenses. Licensor will bear no liability for any part of such costs.

Article 8. Best Efforts

Licensee shall manufacture and sell reasonable commercial quantities of Licensed Products. Licensee shall at all times exercise its best efforts to utilize and exploit the rights and licenses granted hereby. Licensee will maintain adequate resources, facilities and staff to carry out such obligations.

Article 9. Term

This Agreement shall continue in effect for an indefinite period of time from the Effective Date, unless terminated earlier pursuant to Article 10 hereunder.

Article 10 Termination

Notwithstanding the foregoing Article, this Agreement shall be terminable forthwith upon the sending of notice in writing upon the occurrence of one or more of the following events:

(a) by Licensor, if this Agreement has not been approved or accepted by the relevant authorities pursuant to Article 19 herein in form and substance acceptable to Licensor within six (6) months from the date this Agreement is signed by both parties;

(b) by the other party, if a party hereto commits a breach of any of its obligations under this Agreement which it fails to remedy within sixty (60) days from written notice being sent requiring that breach to be remedied; provided, however, that breach in the nature of a failure to timely make a royalty payment shall, at Licensor's option, not be curable by a late tendering of such royalty payment;

(c) by the other party, if either party is or becomes incapable for a period of one hundred eighty (180) days of performing any of its obligations under this Agreement because of any event covered by Article 14 hereof;

(d) by the other party, if either party hereto or its creditors or any other eligible entity files for that

party's dissolution, liquidation, bankruptcy, reorganization, compulsory composition, or if that party enters into liquidation, bankruptcy, reorganization or compulsory composition, or if that party is unable to pay any debts as they become due, explicitly or implicitly suspends payment of any debts as they became due, or has liabilities that exceed its assets, or if creditors of that party have taken over its management, or if the relevant financial institutions suspend that party's clearing house privileges, or if any material or significant part of that party's undertaking, property or assets are expropriated or confiscated by action of any government;

(e) by Licensor, if there at any time occurs any change in the ownership or control of Licensee that Licensor deems material;

Article 11. Consequences of Termination or Expiration

11.1 Termination or expiration of this Agreement shall be without prejudice to the accrued rights and liabilities of the parties on the date of termination or expiration, unless waived in writing by the parties.

11.2 Upon expiration of the full term of this Agreement provided in Article 9 hereof or the earlier termination of this Agreement for any reason whatsoever:

(a) The rights of Licensee referred to in Articles 2, 6 and 7 hereof, shall cease;

(b) Licensee shall forthwith cease to manufacture, sell, distribute or otherwise handle the Licensed Products and shall make no further use of the Licensed Technology, or the name "AnC Bio Korea or the names of the products listed in Attachment A hereto" or any advertising materials, markings,vtelephone directory listings and similar listings including any reference to "AnC Bio Korea", or including any slogan or legend owned or associated with Licensor, and Licensee shall not thereafter hold forth in any manner whatsoever that Licensee has any connection with Licensor or any other company affiliated with AnC Bio Korea;

(c) Licensee shall take all actions necessary to transfer to the Licensor or (at the Licensor's option) to cancel any and all rights Licensee may have to use the Licensor's Licensed Technology and to provide the Licensor with suitable evidence of such cancellations if the Licensor exercises its option to demand them;

(d) Licensee shall forthwith take all actions necessary to transfer all licenses or registrations issued by the relevant Korean authorities for the Licensed Product to Licensor or its designee, or if this is not possible, then Licensee shall arrange for cancellation of such licenses or registrations;

(e) Licensor shall have the option, exercisable within one month of the date of termination or expiration, to purchase from Licensee all saleable stock of Licensed Products as at the moment of

termination are in the custody or under the control of Licensee or in the course of production by Licensee. If Licensor exercises such option, Licensee shall transfer the Licensed Products to Licensor, and Licensor shall pay to Licensee a sum equal to the Licensee's cost to produce such Products;

(f) To the extent that Licensor declines to exercise such option, Licensee may for a period agreed between the parties at the time of the Licensor's rejection of such option from the date of termination sell such stock of Licensed Products as at the moment of termination are in the custody or under the control of Licensee or in the course of production by Licensee subject to the payment of royalties as provided for in Article 3 hereof, and after expiration of that three-month period Licensee shall, at the direction of Licensor, destroy or otherwise dispose of all stock of the Licensed Product and of all advertising materials and other materials to which the name of the products listed on Attachment A herein has been applied;

(g) Licensee shall return to Licensor, at Licensee's expense, all documents (including but not limited to any reproductions, notes or summaries), models and other materials relating to the Licensed Technology;

Article 12. Non-Waiver/Other Remedies

12.1 Failure of either party to insist upon the strict and punctual performance of any provision hereof shall not constitute waiver of or estoppel against asserting the right to require such performance, nor shall a waiver or estoppel in one case constitute a waiver or estoppel with respect to a later breach whether of similar nature or otherwise.

12.2 Nothing in this Agreement shall prevent a party from enforcing its rights by such remedies as may be available in lieu of termination.

Article 13. Unenforceable Terms

The parties hereto mutually agree that if a competent authority holds invalid, unlawful or unenforceable any provision or provisions of this Agreement, then this entire Agreement shall be promptly revised by the parties so as not to adversely affect either party's rights, provided, however, that until such revision all parts of the Agreement that shall not have been so held unlawful or unenforceable shall remain in full force and effect.

Article 14. Force Majeure

14.1 The failure or delay of either of the parties hereto to perform any obligation under this Agreement solely by reason of acts of God, acts of government (except as otherwise enumerated herein), riots, wars, lockouts, accidents in transportation or other causes beyond its control shall not be deemed to be a breach of this Agreement; provided, however, that the party so prevented from complying herewith shall continue to take all actions within its power to comply as fully as possible herewith.

14.2 Except where the nature of the event shall prevent it from doing so, the party suffering such force majeure shall notify the other party in writing within one (1) month after the occurrence of such force majeure and shall in every instance, to the extent it is capable of doing so, use its best efforts to remove or remedy such cause with all reasonable dispatch.

Article 15. Disclaimer of Agency

This Agreement shall not be deemed to designate any party hereto the agent of the other party.

Article 16. Arbitration

16.1 It is agreed that in the event that any disagreement, dispute, controversy or claim arises out of or in relation to or in connection with this Agreement or breach thereof, the parties shall seek to solve the matter amicably through discussions between the parties. Only if the parties fail to resolve such disagreement, dispute, controversy, claim or breach by amicable arrangement and compromise, may the aggrieved party seek arbitration as set forth below.

16.2 Any controversy or claim arising out of or in relation to this Agreement, or breach hereof, shall be finally settled by arbitration in the United States.

Any controversy or claim arising out of or in relation to this Agreement, or breach hereof, shall be settled as final by arbitration in the United States as follows:

The arbitration shall be conducted before three arbitrators in accordance with the Rules of Arbitration and Conciliation of the International Chamber of Commerce then in effect.

Each party shall appoint one arbitrator within forty-five (45) days after giving or receiving the demand for arbitration. Said arbitrators shall be freely selected, and the parties shall not be

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limited to any prescribed list. The two arbitrators thus appointed shall, within forty-five (45) days after both shall have been appointed, appoint a third arbitrator, who shall not be a national of Korea nor of the U.S.A. and who shall preside over the arbitration proceedings.

If any appointment required herein shall not be made within the prescribed time, then such appointment may be made by the President of the International Chamber of Commerce in Paris.

The proceedings shall be conducted in English, and all arbitrators shall be conversant in and have a thorough command of the English language.

Both parties shall be bound by the award rendered by the arbitrators and judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. Notwithstanding any other provision of this Agreement, either party shall be entitled to seek preliminary injunctive relief from any court of competent jurisdiction pending the final decision or award of the arbitrators.

Article 17. Assignability

This Agreement shall not be assigned or transferred by either party without prior written consent of the other party having been first obtained, provided, however, that this Agreement shall be automatically assigned by Licensor as a result of or pursuant to any merger, consolidation or sale of substantially all of its assets relating to their business concerning Licensed Products and, provided further, that this Agreement is assignable and transferable at any time and from time to time by Licensor to any sister company or subsidiary, so long as such transferee agrees to be bound by all terms, provisions and conditions hereof as fully as was the transferor.

Article 18. Notices

18.1 Any notice required or permitted to be given hereunder shall be in writing, and may be given by personal service, registered airmail, or by cable or telex if confirmed on the same day in writing by registered airmail, with postage fully prepaid to the following addresses:

To Licensor at: AnC Bio Korea, or its' Designee
10th Floor, H&S Tower

AR LCT

119-2 Nonhyun-Dong
Gangnam-Gu
Seoul, Korea
Telex No.:
Cable Address:

To Licensee at: Ariel Quiros
111 NE 1st Street
4th Floor
Miami, FL 33132
Telex No.:
Cable Address:

18.2 Any notice so given shall be deemed to be received, if by letter: (a) upon receipt, or fourteen (14) days after posting, whichever is less, for airmail sent between Korea and the United States or any other country; or (b) upon receipt or 7 days after posting, whichever is less, for mail sent within Korea, or any other country; or if by telex or cable, forty-eight (48) hours after dispatch.

18.3 To prove service of notice, it shall be sufficient to prove that a letter, telex or cable containing the notice was properly addressed and properly dispatched or posted.

Article 19. Responsibility for Government Approval

19.1 Licensor has the responsibility for and shall bear the expense of obtaining all approvals of the government of the Republic of Korea which may be pertinent to or required to implement the provisions of this Agreement. Licensor shall keep Licensee fully informed as to the status of such approval procedures, and Licensee shall have the right at its own expense to participate in such procedures to the extent legally permissible. Licensor shall provide Licensee with copies of all correspondence and documents transmitted to and received from Korean governmental authorities relating to such approvals. Licensor shall make no commitments to the government during the negotiation process without the express consent of Licensee. In the event any approval is conditioned upon changes in the terms and conditions of this Agreement, such changes shall be effective only if accompanied by a formal amendment thereto executed by both parties. Licensor shall advise Licensee immediately of the date of governmental approval of this Agreement and shall transmit to Licensor a copy of the government documents received by the Licensor indicating

the date of approval and the terms and conditions thereof.

19.2 If after the date on which this Agreement becomes fully effective further government review and approval of this Agreement or of any amendment thereto is required under the laws or regulations of the Republic of Korea, it shall be Licensor's expense and responsibility to obtain such approval. Licensor shall keep Licensee fully informed as to the status of such approval procedures and Licensee shall have the right, at its own expense, to participate in such approval procedures to the extent legally permissible. Licensor shall provide Licensee with copies of all correspondence and documents transmitted to and received from the governmental authorities relating to such approval. If the approval cannot be obtained or is only obtainable upon amendment of this Agreement, this Agreement shall terminate immediately, provided that at Licensee's sole option the Agreement may be amended to secure governmental approval.

Article 20. Language

This Agreement is executed in two original English counterparts, each of which shall be deemed an original. The English text of the Agreement shall prevail over any translation thereof.

Article 21. Governing Law

This Agreement shall be interpreted and governed by the laws of the Republic of Korea.

Article 22. Effective Date

This Agreement shall come into effect on the date final approval of the Korean government is issued which may be required for implementation of this Agreement's provisions ("Effective Date").

Article 23. Miscellaneous

Licensor warrants that the Licensed Technology is commercially proven and in successful use in existing plants of Licensor and that it is suitable and adequate for use by Licensee to manufacture the Licensed Products, provided the Technical Information to be provided by Licensor is properly adhered to. The provision of Technical Assistance provided to Licensee pursuant to Article 7 hereunder by Licensor in accordance with this Agreement is based on Licensor's years of experience in the relevant industry and in accordance with accepted industry practices and

standards. Accordingly, Licensor is of the opinion that any information, data and recommendations disclosed or generated by its technical assistance rendered to Licensee may be usefully practiced without undue risk. The above notwithstanding, it is understood that the Licensed Technology and the Technical Assistance leading to the disclosure or generation of such information, data and recommendations will be requested by Licensee and the decision to use and the risk of using any such information, data and recommendations, or any part thereof, will rest solely with Licensee. Licensor, therefore, makes no warranty, expressed or implied, regarding the information, data and recommendations disclosed or generated as a result of any of Technical Assistance it renders to Licensee and will not be liable for damages, loss of profits, or any other expenses or costs, direct or consequential, that Licensee incurs as a result of the use thereof. Licensor and Licensee shall cooperate in dealing with all liabilities which Licensee may incur as a result of the use of the Technical Assistance.

Article 24. Entire Agreement

24.1 This Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof, and together with the Appendixes hereto and the agreements and documents contemplated hereby contains the entire understanding of the parties as to the terms and conditions of their relationship.

24.2 Terms included herein may not be contradicted by evidence of any prior oral or written agreement or evidence of contemporaneous oral or written agreement.

24.3 No changes, alterations or modifications hereto shall be effective unless in writing and signed by authorized representatives of both parties and, if required, upon approval by the competent authorities of the Republic of Korea.

24.4 Headings of Articles in this Agreement are for convenience only and do not substantively affect the terms of this Agreement.

24.5 The parties hereto mutually agree that if any provision or provisions of this Agreement shall be held either or both unlawful or unenforceable by a competent authority, then this entire Agreement shall be promptly revised by the parties so as not to adversely affect either party's rights, provided, however, that until such revision all parts of the Agreement which shall not have been so held unlawful or unenforceable shall remain in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have set their hands or their names and seals, the day and year first above written.

anCBIO

LICENSOR	LICENSEE
AnC Bio Korea, or its Designee	AnC Bio Vermont
By	By
Name:	Name: Ariel Quiros
Title:	Title: Chairman

ATTACHMENT A

DESCRIPTION OF TECHNOLOGY TRANSFERRED & LICENSED PRODUCTS

THE TECHNOLOGY AND PRODUCTS TRANSFERRED TO LICENSEE BY LICENSOR are those products listed below designed and owned by ANC BIO KOREA, INC OR ITS DESIGNEE and the technology required to manufacture the same as described more fully in the Agreement herein:

This list may be expanded by mutual agreement of the Parties hereto.

1. Twin Pulsatile Life Support System

2. C-PAK Dialysis System

3. E-Liver Artificial Organ System

4. Stem Cell Culturing and Factoring Processes

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Exhibit R

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:	If to NECS:
General Partner 111 NE 1st Street, 4th Floor Miami, FL 33132 USA	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 JPBRPLP
By	By
Name William J. Kelly	Name Ariel Quiros
Title President	Title General Partner

Date 1/30/13 Date 1/30/13

AnC Bio Vt

By

Name Ariel Quiros

Title President & Managing Member

Date 1/30/13

Exhibit S

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT made as of the 1st day of October in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

AnC Bio VT LLC
Domiciled in Newport, VT

and the Construction Manager:
(Name, legal status and address)

PeakCM, LLC
1045 VT Route 242, Suite #1
Jay, Vermont 05859
(T) 802-988-1092
(F) 802-988-1093
jpdavis@peakcm.com

for the following Project:
(Name and address or location)

Anc Bio VT
172 Bogner Drive
Newport, VT 05855

The Architect:
(Name, legal status and address)

TBD

The Owner's Designated Representative:
(Name, address and other information)

William Kelly
North East Contract Services, LLC
Domiciled in Orleans County, VT

The Construction Manager's Designated Representative:
(Name, address and other information)

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Init.

/

Jerry P. Davis
1045 VT Route 242, Suite #1
Jay, Vermont 05859
(T) 802-988-1092
(F) 802- 988-1093
jpdavis@peakcm.com

The Architect's Designated Representative:
(Name, address and other information)

TBD

The Owner and Construction Manager agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, as amended by the parties, which document is incorporated herein by reference, and attached as Exhibit B. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The representative agreed to for this project by Owner and Construction Manager, is to be Mr. Jerry Davis.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. The Construction Manager shall serve as the Owner's representative for administering the contracts between the Owner and the Architect; any consultants directly hired by the Owner and the Owner's separate contractors, including reviewing and providing the Owner with evaluations of the billings for their services. The Owner shall provide the Construction Manager with reasonable access to the Project site during the Preconstruction Phase.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner and any consultants hired by Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. Construction Manager shall assist the Architect and Owner's consultants in preparing and submitting applications for governmental permits and approvals.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; times of commencement and completion required for major components of Work to be performed by Construction Manager's Subcontractors and Owner's separate contractors; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner. The Construction Manager shall be for the Owner's representative authorized to enforce the Project schedule.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Construction Manager shall assist the Owner in determining a budget for the Work and the Project. Based on the preliminary design and other design criteria prepared by the Architect and Owner's consultants, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect and Owner's consultants progress with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the

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Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers
The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. The Construction Manager shall serve as the Owner's representative for administration of the procurements by Owner, including reviewing and providing the Owner with evaluations of the billings for those and coordinating review by the Architect or Owner's consultants of submittals from the suppliers such as Shop Drawings, Product Data and Samples. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign certain contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility
The Construction Manager shall exercise reasonable care in preparing schedules and estimates and providing contract administration services. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price, nor does the Construction Manager warrant or guarantee compliance by the Architect or Owner's consultants or separate contractors with their contracts or with schedules. The Construction Manager is not required to ascertain that the Drawings and Specifications and other Instruments of Service of the Architect or of Owner's consultants are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner (and any relevant Owner's consultant) any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect or Owner's consultant may require. The Construction Manager shall not be responsible or liable for safety precautions or construction means, methods, techniques, sequences or procedures of Owner's separate contractors and the Construction Manager does not warrant or guaranty the timeliness or quality of the work performed by the Owner's separate contractors.

§ 2.1.9 Notices and Compliance with Laws
The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time
§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

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.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.3 A statement of the proposed Guaranteed Maximum Price and the General Conditions Sum described in Section 5.1.6, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price and General Conditions Sum are based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work and for cost overruns of General Conditions items but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. § 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.2.10 Conversion to Stipulated Sum Contract. The parties intend to convert this Contract from a "Cost of the Work plus Construction Manager's Fee with a Guaranteed Maximum Price" contract to a "Stipulated Sum" contract after Construction Manager has obtained subcontractor and supplier bids for the performance of the Work, provided the parties can agree on a Stipulated Sum. If the parties agree on a Stipulated Sum, this Contract shall be amended substantially as provided in the pro-forma Amendment No. 1 attached hereto as Exhibit A (the "Stipulated Sum Amendment").

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 . The Construction Phase shall commence on the earlier of:

(1) the Owner's written acceptance of the Construction Manager's Guaranteed Maximum Price proposal,

(2) the Owner's issuance of a Notice to Proceed, or

(3) the Owner's first authorization to the Construction Manager to:

(a) award a subcontract for the construction phase and not the preconstruction phase, or

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(b) undertake construction Work for the construction phase and not the preconstruction phase with the Construction Manager's own forces, or
(c) issue a purchase order for materials or equipment required for the Work for the construction phase and not the preconstruction phase.

§ 2.3.2 Administration
§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.3.2.9 . The Construction Manager shall serve as the Owner's representative for administering the contracts between the Owner and the Architect, any consultants directly hired by the Owner and the Owner's separate contractors, including reviewing and providing the Owner with evaluations of the billings for their services. The

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Owner shall provide the Construction Manager with copies of its contracts with the Architect and such consultants and separate contractors. The Construction Manager shall serve as the Owner's representative for coordination of the services of the Owner's consultants and with the services of the Architect, and coordination of the Owner's separate contractors with each other and with Construction Manager and its Subcontractors.

§ 2.4 Professional Services
Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials
Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.6 Tests, Inspections, Surveys and Reports
The Construction Manager shall serve as the Owner's representative for scheduling and coordinating the obtaining land surveys, structural, environmental, geotechnical and similar tests, inspections surveys, and reports, such as those described in Section 3.1.4.1, 3.1.4.2, 3.1.4.3, and 3.1.4.4. If Owner and Construction Manager agree that Construction Manager shall procure on Owner's behalf such tests, inspections surveys, and reports, such as those described in Section 3.1.4.1, 3.1.4.2, 3.1.4.3, and 3.1.4.4, such tests, inspections surveys, and reports shall be deemed to be information furnished by Owner pursuant to Section 3.1.4, on which Construction Manager can rely and for which the Construction Managter shall have no liability, even though Construction Manager may have procured the tests, inspections surveys, and reports in its own name and paid for the information. The cost of any such tests, inspections surveys, and reports paid by Construction Manager shall be reimbursable expenses pursuant to Section 4.1.2 if incurred during the Preconstruction Phase or Cost of the Work pursuant to Section 6.6.4 if incurred during the Construction Phase.

ARTICLE 3 OWNER'S RESPONSIBILITIES
§ 3.1 Information and Services Required of the Owner
§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in the Contract Documents,, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner, or if agreed to by the Owner, then the Construction Manager shall retain an Architect to provide services, duties and responsibilities as described in either AIA Document B101™ or B103™–2007, Standard Form of Agreement Between Owner and Architect, or another form of agreement as long as approved in writing by the Construction Manager, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement and similarly, the Construction Manager shall provide the Owner a copy of the executed agreement between the Construction Manager and the Architect, and any further modifications to the agreement. All design liability, regardless of who the contract is under, will reside with the architect and engineers and not the Construction Manager or Owner.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Construction Manager shall be paid a lump sum fee of one hundred seventy-five thousand dollars ($175,000) for Preconstruction Services, payable according to a schedule of values for Preconstruction Services to be agreed between the parties, and shall be reimbursed in the amount invoiced to Construction Manager plus five percent (5%) for out of pocket expenses incurred in connection with such services, including without limitation costs incurred for prints and document reproduction, postage and document delivery charges, travel outside a radius of 150 miles of Project site, and computer software required to read or review Instruments of Service provided by the Architect or Owner's consultants. Should Owner authorize Construction Manager in writing to mobilize to the Project site, then costs of the

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nature described in Sections 6.5.2, 6.5.3, 6.5.4, 6.5.6, and 6.6.6 shall also be reimbursable expenses during the Preconstruction Phase.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ten (10) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted by ten thousand dollars ($10,000) for each additional month, for a maximum of six (6) months.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

%

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee plus the General Conditions Sum as defined in Section 5.1.6..

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manger shall be paid a fixed Construction Manager's Fee of three percent (3%) based on the Cost of Work within the GMP.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

(a) for Changes increasing the Cost of the Work, add five percent (5%) of the increase in the Cost of the Work for overhead and profit and an additional one percent (1%) of that total for additional insurance premium.
(b) for Changes decreasing the Cost of the Work, no adjustment shall be made to the Construction Manager's Fee.
(c) for Changes which include both additions to and deductions from the Cost of the Work, the adjustment to the Construction Manager's Fee shall be calculated on the net increase, if any, to the Cost of the Work.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ten percent (10 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

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Item	Units and Limitations	Price per Unit ($0.00)

§5.1.6 General Conditions Sum and Payment
In the Guaranteed Maximum Price proposal the Construction Manager shall set out a lump sum (the "General Conditions Sum") of four and three quarters (4.75%) percent of the total of the Cost of the Work for all "General Conditions" items, which are those goods, personnel and services, insurances and bonds specifically identified and specified on Exhibit E, for a Construction Phase not to exceed eighteen (18) months. . If the Construction Phase is complete within twenty-four (24) months from the actual start date of construction, then an additional one quarter (0.25%) percent of the total of the Cost of the Work shall be allowed. The General Conditions Sum shall be payable by Owner in monthly installments as outlined in Exhibit E The General Conditions Sum shall be equitably adjusted for Changes in the Work in accordance with Section 5.1.3, with the presumption that the adjustment for an simple increase or reduction of the Contract Time will be at the rate of $2,500 per calendar day.

§ 5.2 Guaranteed Maximum Price
§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.
(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work
§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the cost of General Conditions items as defined in Section 5.1.6 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Compensation at the rates set out in Exhibit C for construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Compensation at the rates set out in Exhibit C for the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Compensation at the rates set out in Exhibit C for f the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, are included in the rates set out in Exhibit C

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value. Hand tools not customarily owned by construction workers, minor consumables such as drill bits and handsaw blades and personal safety protection equipment shall be paid at the rate of five percent (5%) of the amount paid for wages of construction workers pursuant to Section 6.2.1

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§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, , postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. This cost shall be calculated at two percent (2%) of the total of the Cost of the Work plus the General Conditions Sum.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

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§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;

.2 Expenses of the Construction Manager's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1,

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2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 1st day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

(Paragraph deleted)

§ 7.1.4 Not as a regular procedure, but if requested for specific instances, the Construction Manager shall submit time sheets, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work and the General Conditions items equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus compensation for Construction Manager's employees pursuant to Section 6.2 for the period covered by an Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee and General Conditions Sum shall be shown as single separate items. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee and that portion of the General Conditions Sum determined according to the schedule of values. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of ten percent (10 %) from that portion of the Work that the Construction Manager self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.Notwithstanding the foregoing, Owner shall not withhold any retainage in excess of five percent (5%) of the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, before adjustment for any Change Orders.

§ 7.1.8 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than ten percent (10%). The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage routinely held on Subcontracts (subject to additional withholding to secure performance by the Subcontractor of its obligations), and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)
See the insurance certificate attached as ExhibitD	
No bonds required	

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the presentation by Construction Manager of the Guaranteed Maximum Price Proposal, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1 because the Owner has determined to abandon the Project because it had been unable to secure financing, necessary easements or utility service or governmental permits with acceptable conditions, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination, plus reimbursement of expenses in accordance with Section 4.1.1. In the event of termination of this Agreement pursuant to Section 10.1.1 for any other reason, the Construction Manager shall be compensated for Preconstruction Phase services performed prior to receipt of a notice of termination at two (2) times the value of Preconstruction Phase services pursuant to Section 4.1.2, plus reimbursement of expenses in accordance with Section 4.1.2.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the presentation of the Guaranteed Maximum Price Proposal, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.
- .4 Add two times the value of Preconstruction Services pursuant to Section 4.1.2, plus reimbursement of expenses in accordance with Section 4.1.2.
- .5 Subtract the aggregate of previous Preconstruction Services payments made by the Owner for the Preconstruction Phase services

§ 10.1.4 After the presentation by Construction Manager of the Guaranteed Maximum Price Proposal and before execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007. If the Owner terminates the Contract pursuant to this Section 10.1.4 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the full amount of the Construction Manager's Fee for the Construction Phase stated in the Guaranteed Maximum Price Proposal.
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 10.1.5 In the event of termination of this Agreement under Section 10.1.3 or under Section 10.1.4, the Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included

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in the Cost of the Work under Section 10.1.3.1 or 10.1.4.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price
Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 [Intentionally deleted.]

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "cost" in that Section shall be understood to mean the Cost of the Work and the cost of the General Conditions items and the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS
§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents
Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law
Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment
The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

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ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the parties, Exhibit B.

.3

(Paragraphs deleted)

Other documents:

(List other documents, if any, forming part of the Agreement.)

Exhibit A – Template for Price Amendment
Exhibit C – Labor Rates Dated 10/01/2012, See Section 6.2
Exhibit D – Insurance Certificate
Exhibit E – List of General Conditions Items Dated 10/01/2012

This Agreement is entered into as of the day and year first written above.

AnC Bio VT LLC	**PEAKCM, LLC**
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Ariel Quiros	Jerry P. Davis, President and Principal
(Printed name and title)	*(Printed name and title)*

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Init. /

Knight Consulting Engineers, Inc.

Exhibit T

REPORT OF

GEOTECHNICAL INVESTIGATION

-

AnC BIOTECH FACILITY

NEWPORT, VERMONT

FOR

PEAK CM

JAY, VT

Prepared by:

Knight Consulting Engineers, Inc.
51 Knight Lane
Williston, VT 05495

Report Issued: March 15, 2013

51 Knight Lane | Williston, VT 05495 | Tel: 802-879-6343 | Fax: 802-879-6376 | kcevt.com

Knight Consulting Engineers, Inc.

March 15, 2013

Peak CM, LLC
Attn: Jerry Davis
1045 Route 242
Jay, VT 05859

Re: Geotechnical investigation for the proposed AnC Biotech facility at 172 Bogner Drive in Newport, VT.

Dear Mr. Davis:

This is a report of our interpretation of the subsurface conditions at the site of the proposed AnC Biotech facility at 172 Bogner Drive in Newport, Vermont. Our soil findings are based upon 6 soil borings performed by Mike's Boring & Coring (MB&C) of East Barre, Vermont. Boring locations are represented on the sketch plan provided by Trudell Consulting Engineers.

No attempt was made by Knight Consulting Engineers to investigate for the presence, extent or nature of hazardous or toxic substances.

We appreciate the opportunity to conduct this geotechnical investigation, and stand ready to assist in future phases of this project.

Sincerely,

Eric Goddard

Eric Goddard, P.E.
Senior Vice President
12432_Report.doc

STATE OF VERMONT
ERIC H. GODDARD
No. 6035
REGISTERED
PROFESSIONAL ENGINEER

51 Knight Lane | Williston, VT 05495 | Tel: 802-879-6645 | Fax: 802-879-6918 | kcevt.com

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APPENDIX B – DRAWINGS
Boring Location Plan

APPENDIX C - BORING LOGS

APPENDIX D - PHYSICAL SOIL TESTS
Soil Gradation
Moisture

Appendix's available upon request

DESCRIPTION OF EXPLORATION PROGRAM

The soil investigation was comprised of 6 soil borings (B-1 thru B-6) at the site of the site of the proposed AnC Biotech facility at 172 Bogner Drive in Newport, Vermont. All soil borings were sampled to refusal on presumed bedrock. All soil borings were performed using hollow stem augers and Standard Penetration Test (SPT) split-spoon sampling procedures. Typically, all soil borings were performed using 5-foot sampling; soil borings B-3, B-4 & B-6 utilized continuous (2-foot) sampling in to top 12 feet. The soil boring locations are indicated on the Boring Location Plan in **Appendix B.**

Soil borings were advanced by use of hollow stem augers and SPT sampling procedures. In this method, the augers are advanced to a predetermined sampling depth. A standard 2" OD split spoon sampler is attached to the end of the drill rod and driven out ahead of the open end of the hollow augers. The SPT value (units are blows per foot) is recorded as the sum of the number of blows of a 140 pound hammer, free falling 30 inches, required to drive the sampler over the second and third of four 6 inch increments. Once the SPT value is recorded and a disturbed sample obtained, the augers are advanced to the next sampling depth and the process is repeated.

It should be noted that the information reported on the boring logs is a field interpretation by the boring contractor, and does not always match the engineer's interpretation, which is based on inspection and/or laboratory analysis of the submitted samples.

SITE OVERVIEW

The site of the proposed project is located within the southeasterly wing of the existing (abandoned) Bogner facility at 172 Bogner Drive in Newport, Vermont. The existing site is an existing manufacturing building with a finished floor elevation of 842.4'. The proposed 5-story building is assumed to have a main level finished floor elevation of approximately 842.4' and a full basement with a finished floor elevation of approximately 830.4'. Exterior grades were assumed to be approximately 6" below the elevation of main floor (i.e. 841.9' +/-).

The native soils at the proposed site are indicated (generally) as silt, silty clay & clay according to the **1970 Surficial Geologic Map of Vermont.**

According to the **1961 Geologic Map of Vermont**, this site is located approximately 43 miles NW of the (inactive) Ammonoosuc Thrust and 33 miles ESE of the (inactive) Hinesburg Thrust.

SUBSURFACE CONDITIONS

At the proposed site, the boring samples indicated that the soils are generally comprised of stiff-to-very stiff silts and clays over medium dense-to-very dense silts over glacial till and bedrock.

Based upon the conditions at the time of the soil borings, the following information was encountered:

Boring	Elev.	Approx. G.W.T.	Approx. Refusal
B-1	840.6'	836.6'	813.7'
B-2	837.8'	833.3'	822.5'
B-3	840.8'	838.8'	823.7'
B-4	840.4'	836.4'	819.7'
B-5	840.1'	831.6'	819.4'
B-6	841.1'	831.6'	821.6'

FINDINGS AND CONCLUSIONS:

A. Soil strength parameters are based upon blow-count and pocket penetrometer analysis, laboratory testing and physical review of the samples. The boring logs are contained in **Appendix C** and the physical test results are contained in **Appendix D**. All testing results are listed on the boring logs, including moisture, soil classification, Atterberg Limits and pocket penetrometer results.

B. Based upon performing the recommended loose soil replacement, these soils have sufficient strength to support conventional strip and spread footings with the following Loadings:

Allowable Net Foundation Loading (4" Mud Mat Required): (1,2,3)

Interior Footings (BFE = 830.4', BOF = 827.9')

Footing width:	Strip Ftg.	Sq. Ftg.
B < 2.20'	3500 PSF	3500 PSF
B = 2.20'	4000 PSF	4000 PSF
B = 3.83'	4500 PSF	4500 PSF
B = 5.50'	5000 PSF	5000 PSF
B = 7.08'	5500 PSF	5500 PSF
B ≥ 8.25'	5850 PSF	5850 PSF

Allowable Total Foundation Loading (4" Mud Mat Required): (1,2,4)

Basement Wall Footings (BFE = 830.4', BOF = 827.9', FGR = 841.9'+/-)

Footing width:	Strip Ftg.	Sq. Ftg.
B < 2.89'	4000 PSF	4000 PSF
B = 2.89'	4500 PSF	4500 PSF
B = 4.56'	5000 PSF	5000 PSF
B = 6.24'	5500 PSF	5500 PSF
B ≥ 7.91'	6000 PSF	6000 PSF

Notes:

(1) Footing subgrade conditions should be inspected prior to placement of the mud mat. Inspections should be performed by a qualified geotechnical engineer licensed in the State of Vermont. Soft spots should be replaced with Fine Crushed Gravel (VTAOT 704.05) compacted to 95% Modified Proctor density.

(2) At these design loads and footing depths, the bearing strength factor-of-safety should be a minimum of 3.0 and the projected differential and total settlements should be less than ½" and 1", respectively.

(3) Net loading includes the above-grade loads plus the displaced weight of the foundations using 25 to 50 PCF for the density difference between the concrete and the soil.

(4) Total loading includes all of the loads above the bottom of footing, including the full weight of the concrete and the soil resting on the foundations.

C. In general, both temporary and permanent de-watering will likely be required. Install adequate temporary de-watering to prevent accumulation of water on the surface of the undisturbed subgrade so that the concrete mud mat can be properly placed. Make the final subgrade excavation during dry weather. The foundation excavation will most likely need to progress in sections so that any exposed subgrade can be covered by the mud mat at the end of each work day. Soft spots in the subgrade should be replaced with Fine Crushed Gravel (VTAOT 704.05) compacted to 95% Modified Proctor density. Care should be taken during construction to divert surface water away from open excavations since saturation of the native soils will cause unstable excavation sidewalls and reduced bearing capacity. Provide exterior water-proofing and perimeter drains around the new basement foundation.

D. The local frost depth is approximately 6 feet; perimeter foundations and utilities should be designed accordingly or properly insulated. Please note that the thickness of any clean stone placed beneath the footings may be considered part of the foundation depth relative to frost protection. Clean crushed stone should be wrapped in filter fabric to prevent the migration of soil into the voids.

E. All footings should bear directly on the concrete mud mat. If neither groundwater nor signs of subgrade instability are present, all fill materials within the foundation footprint should be compacted to 95% of the Modified Proctor value. If the soils at footing elevation appear to be too damp or saturated such that compaction cannot be achieved, consult the Project Geotechnical Engineer.

F. Any organic material/topsoil is encountered in the bearing strata below the building footprints should be removed and replaced with Fine Crushed Gravel (VTAOT 704.05) compacted to 95% Modified Proctor density.

G. Any areas below the mud mat requiring fill should be filled with Fine Crushed Gravel (VTAOT 704.05) compacted to 95% Modified Proctor density. Any areas above the mud mat requiring fill should be filled in accordance with the foundation drawings.

H. Neither concrete rubble nor other construction debris should be used as structural fill or backfill.

I. Structural fill should be placed and compacted in layers of 8-inch maximum thickness. Field density tests should be accomplished on each lift to verify that adequate compaction is achieved. A reasonable guideline would be to perform at least 1 test per 2500 SF per lift for bulk filling; additional tests may be conducted on each lift at isolated footing locations.

J. If construction is to take place during periods of freezing temperatures, the existing materials must be protected against freezing heave until they can be properly backfilled.

K. The existing surface soils are very frost-active. Perimeter foundations should be installed at least as deep as the local frost depth or properly insulated (see note "D"). Exterior structural slabs-on-grade resistant to frost heaving should be constructed on 66" of clean crushed stone wrapped in filter fabric (Miraffi 500X) or on 30" of clean crushed stone wrapped in filter fabric (Miraffi 500X) on top of 3" of rigid insulation (extend the insulation out 3 feet beyond the edges of the slab). Utilities susceptible to damage from frost should be installed at least 6 feet below grade or properly insulated to stop the frost penetration above the top of the utility. A 6% maximum silt content should be specified for all fills less than 6 feet deep and below structures sensitive to frost heaving. If the fill is not below a structure sensitive to heave or the fill is placed deeper than 6 feet, then higher silt contents are allowable as long as the material is not saturated (i.e. compactable).

L. With regard to Section 1613 of the 2006 IBC (International Building Code), the Site Classification is "C" after performing the soil replacement as indicated under the SUBSRUFACE CONDITIONS Section. Site Class "C" results in Seismic Design Category "B" for Use Groups 1, 2, & 3, and Seismic Design Category "C" for Use Group 4 (Site Class "C", S_S=0.297, Fa=1.200, S_1=0.089, Fv=1.700). Because the site is not located directly over an active fault, the risk of surface rupture during a seismic event is relatively low. Using the SPT values contained in the boring logs, estimated & tested silt contents from the boring samples, and a (2% in 50-year) design 6.19 Magnitude earthquake (0.14g peak ground acceleration) obtained from the U.S.G.S. Probable Seismic Hazard Deaggregation, our firm calculated that the on-site soils would not be liquefiable based upon a minimum Factor-of-Safety of 1.38 below the groundwater elevation. Seismic settlements were calculated to be approximately 0.08".

M. Excavation and trenching in excess of 4 feet should be kept to a maximum slope of 1.5 Horizontal to 1 Vertical (OSHA Class C). Permanent (unsaturated) slopes should be 2 Horizontal to 1 Vertical or flatter; Permanent (saturated) slopes should be 5 Horizontal to 1 Vertical or flatter.

N. Allowable resisting/bearing pressures may be increased for both seismic and wind loading.

O. The design internal friction angle for granular fill placed behind retaining walls should be assumed to be 30 degrees. The design coefficient of friction (ultimate, not factored) should be 0.47 for concrete cast directly onto the native silty soils or fabric-wrapped stone (0.31 for precast concrete). Design soil unit weights above the water table should be in the range of 100 to 120 PCF for sandy overburden soils (unsaturated) and 130 to 140 PCF for compacted gravels (unsaturated). Design soil unit weights below the water table should be in the range of 120 to 130 PCF for sands, silts & clays (saturated) and 140 to 150 PCF for compacted gravels (saturated). At 30 degrees, the following design lateral earth coefficients should be assumed:

Active (Ka): 0.333
At-rest (Ko): 0.500
Passive (Kp): 3.000

If design for heavy/construction traffic is applicable, our firm recommends a lateral surcharge pressure of 0.333q (100 PSF) for active earth conditions and a lateral surcharge pressure of 0.500q (150 PSF) for at-rest earth conditions. These values are based upon a 300 PSF effective surcharge. Retaining walls free to rotate at the top should be designed using active earth pressures; retaining walls restrained at the top should be designed using at-rest earth pressures. Perimeter drains should be properly designed to eliminate hydrostatic pressures on retaining structures where practical.

P. For permanent foundation walls designed to retain soil, the design passive pressure resistance should not exceed the at-rest lateral earth pressures for soils that will remain in-place during and after backfilling of these foundation walls. This requirement is to insure that excessive displacements are not experienced in an attempt to develop the passive resistance. The appropriate Factors-of-Safety (Resistance Forces/Driving Forces) shall be a minimum of 1.5 for sliding and 2.0 for overturning. For temporary sheeting/bracing systems where lateral displacement will not have significant adverse effects, the design passive pressure resistance should not exceed 50% to 67% of the full passive pressure value for soils that will remain during the entire use of these sheeting/bracing systems. At these values the Factors-of Safety (Resistance Forces/Driving Forces) should be in the range of approximately 1.5 to 2.0.

Exhibit U

CONFIDENTIAL

BUILDING DESIGN AND ENGINEERING, EQUIPMENT DESIGN & PROCUREMENT AND DISTRIBUTION RIGHTS PROCUREMENT SERVICES AGREEMENT

This Design and Procurement Services Agreement (this "Agreement"), dated as of March 15, 2013 (the "Effective Date"), is by and between Jay Construction Management, Inc., a Vermont corporation ("JCM") and Jay Peak Biomedical Research Park L.P., a Vermont limited partnership (the "Limited Partnership").

WHEREAS, the Limited Partnership is in the process of building a facility in Newport, VT that will be a clean room facility and which will be used for the purposes of ultimately producing and manufacturing certain AnC Bio Products (the "Facility") the facility and each product more particularly described in a certain Private Placement Memorandum dated as of November 30, 2012 (the "Memorandum") and any defined terms used herein shall have the meanings ascribed to them in the Memorandum, as amended from time to time;

WHEREAS, JCM and the Limited Partnership entered into a preliminary Agreement dated as of March 1, 2013 called a Purchase Order Between Owner and Supplier (the "Supplier Agreement");

WHEREAS, JCM and the Limited Partnership desire to amend and restate in its entirety the Supplier Agreement and the Limited Partnership desires to retain JCM to provide certain design and procurement services upon the terms and conditions hereinafter set forth, and JCM is willing to perform such services and this Agreement replaces the Supplier Agreement.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I
SERVICES

Section 1.01 JCM provides services for the procurement of design/build engineering plans, industrial engineering, design, licensing and purchasing of equipment and intellectual property rights (the "Services"). JCM shall provide the Services to Limited Partnership as described herein and in the exhibits to this Agreement.

Section 1.02 The Services shall include the following:

(a) Obtaining the execution of the Master Distribution Agreement, which agreement is attached hereto as Exhibit A and pursuant to which JCM paid on behalf of the Limited

Partnership $10,000,000.00 for certain distribution rights benefitting the Limited Partnership for AnC Bio Products to be manufactured and produced at the Facility;

(b) Arranging for the procurement, identification and acquisition of certain equipment for a total of $40,000,000.00 for use at the Facility, which equipment shall be purchased from AnC BioPharm, Inc. in accordance with the terms of the invoice and as identified on the Equipment Invoice attached hereto as Exhibit B;

(c) Arranging for the manufacturing design plans, including architectural, and engineering plans of the facility for a total of $2,100,000.00 from AnC BioPharm, Inc., as more particularly described in the Invoice attached hereto as Exhibit C;

(d) Arranging for the Building Management Design from Anc BioPharm, Inc. for $2,000,000.00 to manage the environment within the Facility, as more particularly described in the Invoice attached hereto as Exhibit D; and

(e) Furnishing other necessary materials, equipment, services and other items in connection with the Project as directed by the Limited Partnership; and

(f) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to an additional Change Order prepared and agreed upon as set forth herein.

ARTICLE II
JCM'S OBLIGATIONS

Section 2.01 JCM shall:

(a) Maintain complete and accurate records relating to the provision of the Services under this Agreement in such form as the Limited Partnership shall approve.

(b) Obtain the Limited Partnership's written approval prior to entering into agreements with or otherwise engaging any Person, including all subcontractors and Affiliates of JCM.

Section 2.02 JCM is responsible for all JCM Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

ARTICLE III
LIMITED PARTNERSHIP'S OBLIGATIONS

Section 3.01 The Limited Partnership shall cooperate with JCM in all matters relating to the Services.

ARTICLE IV
CHANGE ORDERS

Section 4.01 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing.

Section 4.02 Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

ARTICLE V
TERM

This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services and the complete construction and operation of the Facility.

ARTICLE VI
FEES AND EXPENSES; PAYMENT TERMS

Section 6.01 In consideration of the provision of the Services by the JCM and the rights granted to the Limited Partnership under this Agreement, the Limited Partnership shall reimburse JCM for all direct payment made by JCM for which the Limited Partnership has not pre-funded the cost, which pre funding will be allowed at the sole discretion of JCM . In addition, JCM shall be reimbursed for any reasonable travel and out-of-pocket business expense in connection rendering the Services. Such payments shall constitute payment in full for the performance of the Services and the Limited Partnership shall not be responsible for paying any other fees, costs or expenses.

Section 6.02 JCM shall issue invoices to the Limited Partnership only in accordance with the terms of this Section and the Limited Partnership shall pay all properly invoiced amounts due to JCM within 30 days after the Limited Partnership's receipt of such invoice. All payments hereunder shall be in US dollars and made by check or wire transfer.

ARTICLE VII
TERMINATION; EFFECT OF TERMINATION

Section 7.01 Either party, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, by providing at least *sixty* (60) days' prior written notice to the other party. In the event of termination, for whatever reason, the Limited Partnership shall pay to JCM all funds due to JCM as of that termination date and JCM will relinquish all responsibility for the services being provided herein to the Limited Partnership.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

JAY CONSTRUCTION
MANAGEMENT, INC.

By: _____
Name: Ariel Quiros
Title: President

JAY PEAK BIOMEDICAL
RESEARCH PARK, LP

By ANC BIO VERMONT GP
SERVICES, LLC, Its General Partner

By: _____
Name: William Stenger, Member

1826742.1

EXHIBITS

Available upon request

Exhibit V

Memorandum of Understanding

AnC Bio Inc. and AnC Bio Pharm Inc. (AnCBP) confirm its interest in placing an order for contractual manufacturing and leasing clean room space at the newly constructed AnC Bio Vt, LLC (AnCVT) facility in Newport Vermont owned by Jay Peak Biomedical Research Park, L.P. This facility will be a cGMP biological research and manufacturing center for stem cell therapy and artificial organs in the State of Vermont USA (the Center).

The objective of this Memorandum of Understanding is to reaffirm that the following subjects required by AnCBP and accepted by AnCVT under mutual discussion by both parties.

A. Purpose of this MOU

This MOU represents the establishment of a business relationship for Contractual Manufacturing and Leasing Clean Room space at the Center. AnCVT agrees to provide AnCBP with the related services according to this MOU and further development between both parties.

B. Collaboration between AnCBP and AnCVT

AnCBP, as an emerging bio-medical company located in the Republic of Korea, is in the global business of bio-medical research & development, including stem cell therapy medicine, artificial organ and cell culture based vaccine.
AnCBP will place an order for contract manufacturing and clean room leased space with AnCVT with services more fully described herein, under more definitive terms and condition to be detailed in a proposal that AnCBP will submit to AnCVT once the design of the Center is completed. The effective date of the order for space and for services will not be until the Center has received cGMP regulatory approval.

AnCVT is a newly established company located in Newport Vermont, U.S.A., which has committed to establish the Center for research and development of stem cell therapy medicine and artificial organs under a technical transfer agreement from AnCBP.
AnCVT agrees to receive following orders for services under terms and condition accepted by both parties.

The potential purchase order for services from AnCBP to AnCVT shall be as follows.

(a) Contractual manufacturing of T-PLS, C-PAK and E-Liver for Asian market including Korea under US FDA regulatory approval.

(b) Contractual manufacturing of human growth factors for the use of cosmetics and medical materials.

(c) Lease of cGMP class Clean rooms for research and development for Autologous heart failure cell therapy medicine and various allogenic stem cell therapy medicines

(d) Lease of space for educational and training schools for technical expertise in the Center of GMP operation

(e) Supporting Regulatory expertise in development of protocols, investigator brochures and Investigational New Drug (IND) applications

C. Compensation and Cost

AnCVT shall offer reasonable and customary rates and costs for CMO (Contractual Manufacturing Organization) services and leasing of space within the Center upon the request from AnCBP as soon as JPBMRP is completed its construction and cGMP regulatory approval. The rates and costs shall vary depending upon the product to be manufactured and services to be requested by AnCBP at the time of placing an order, but will be based on international medical industry regulation. If AnCBP requires any special regulatory process or manufacturing process, it will be determined by a separate agreement with AnCVT. AnCBP understands that pricing of services may be fluctuated by the occupancy of the Center by other clients at the time of an official purchase order or upon the continuity of an existing order to be placed.

D. Definitive Agreement

Both parties will enter into a definitive agreement that will become effective within 30days of AnCVT obtaining cGMP regulatory approval for the Center.

The Parties have caused this MOU to be executed and to be made effective as of 4th of December, 2012.

AnC Bio Inc. / AnC Bio Pharm Inc.

Alex JW. Choi
Chairman & CEO

AnC Bio Vt LLC.

Ariel I. Quiros
Chairman & CEO

Exhibit W

SUMMARY APPRAISAL REPORT

The subject is an improved parcel of land said to contain 7.07 acres located at 172 Bogner Drive in the City of Newport, Vermont (05855). The source deed is recorded at Book 225, pages 228-232 in the Newport City Land Records. The projected improvements are described in the enclosed data and in the approved permits from Vermont and Newport.

This subject property will be part of the proposed Jay Peak Biomedical Research Park, LP. Title is with G.S.I. of Dade County, Inc. The subject lot has been subdivided by permit but not yet by deed.

The subject lot is serviced with allocated municipal water and sewer, electricity from Vt. Electric Coop, telephone service and a proposed, state of the art, internet service.

Cost Approach

The projected, estimated cost for the entire project is $118,000,000. Distribution and marketing rights are estimated to be $10,000,000 leaving a cost estimate of $108,000,000.
Pre-construction costs are estimated to be $16,555,555.

Total cost	$118,000,000
Distribution &	

Marketing	(10,000,000)
Sub Total	108,000,000

Total cost estimate without marketing, etc.

Net estimate to build	(85,444,445)
Sub Total	22,555,555
Infrastructure/Services cost	(16,555,555)
Indicated value of land as is	$6,000,000

Based on the complexity of this project, the pre-construction costs, including land, will be approximately 20.5% of total design, permitting, construction and services. $108,000,000 @ 20.5% = $22,140,000. This estimate is very close in number to the project estimates of $22,555,555 within a margin of about .003% and within industry averages for complex projects.

Based on partner's cost estimates and in keeping with my experience with pre-construction costs, my estimated value for the land, post construction is a minimum of $6,000,000 applying the estimated cost approach to valuation.

Income Approach

The cost, income estimates and timeline projected by the partners for the project appear to be within industry standards and averages. Based on those estimates of operating costs and income, the five year net projected income, before depreciation and taxes, is $272,423,938 beginning when the project is operational in two to three years from the effective date of this report. Averaged over

those 8 years the net operating projected income appears to be approximately $24,000,000 annually.

Because of the complexities of the planning, construction, operation and marketing strategies I consider this investment to require a higher rate of return than more traditional investments. This project is cutting edge from a scientific perspective. The NAICS, North American Industry Classification System, (please see codes enclosed) does not include the classification of 541710 as a high risk classification.

The costs and anticipated projected revenues appear to have been carefully researched. The affiliation with the South Korean bio-science industry adds expertise, an Asian and a world dimension to this project.

From design, operations and marketing perspectives the affiliation with the AnC Bio South Korean organization reduces the risk factor of this project. The anticipated return on capital far exceeds conventional project norms so I can't determine if the very high rates of return are justified and therefore can not apply the income approach to value. The future value of the real estate will be greatly enhanced, beyond costs, if the projections are within even 20%.

Reconciliation of Values

Based on my experience, training, education and knowledge of the market area I estimate the value of the subject, upon completion of construction, to be at a minimum of $6,000,000.

ASSUMPTIONS AND SPECIAL LIMITING CONDITIONS

Other standard limiting conditions effecting this appraisal are contained elsewhere herein.

It is assumed that the utilization of the land, and any improvements thereon, are within the boundaries of the property lines of the subject property and that there is no encroachment or trespass, unless otherwise stated in the appraisal report.

It is assumed that the subject property is in full compliance with all applicable federal, state and local environmental regulations and laws unless stated in the appraisal report.

It is assumed that all required licenses, consents, or any required legislative or administrative authority from any local, state, federal, or private entity or organization, have been acquired and or renewed for any use on which the value estimate in the appraisal report is based unless otherwise noted herein.

This appraisal describes the physical improvements of the subject and relates to apparent adequacy, age and condition. My inspection does not constitute a professional mechanical, electrical, plumbing or structural analysis as would be provided by experts in those fields. I have personally examined the improvements and inquired, when possible, about the condition, age and adequacy of those improvements. My description is intended to generally describe the improvements and estimate the ages, adequacy and condition of the same. If, in my opinion, the improvement or improvements or any portion thereof are apparently inadequate, inoperable, missing or otherwise visibly deficient, I will include my observations in this report and adjust my estimates of value accordingly.

Any other assumptions made by me and conditions specific to this property will be specifically discussed herein. The primary assumption is that the project will be constructed and operated as projected by the partners involved.

HIGHEST AND BEST USE

Highest and Best Use is a fundamental concept in real estate appraisal and market analysis because it focuses market analysis on the subject property and allows the appraiser/broker to consider the property's optimum use in light of market conditions on the specific date. ***Highest and Best Use*** reflects a basic assumption about market behavior: what a buyer pays is directly related to what he or she concludes to be the most profitable use.

Highest and Best Use is defined as that legal and most probable use of vacant land or improved property which is:

- physically possible,
- appropriately supported,
- financially feasible,
- and, which will result in the highest value.

Highest and Best Use, as improved, considers optional uses considering existing improvements and structures.

Highest and Best Use, as though vacant, assumes the land contains no structures even though structures might be in place.

The subject project is physically possible, appropriately supported and based on project projections highly financially feasible. With all permits in place the project is legally permitted. The project does not depend on local real estate market conditions. The proposed use is the highest and best use by any standard.

EFFECTIVE DATE

It is normal and customary that the dates of the inspection, the report and the effective date are not identical. Those dates are indicated herein. If the time lapse between the date of inspection and the effective date of the appraisal is significant enough to impact value, or if some factor internal to the subject property or external to the subject property has changed, then this appraiser will make specific reference to that fact in the Valuation Section of this report. The effective date and my inspection date is September 30th, 2014. The date of this report is October 2, 2014.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

CERTIFICATION: The Appraiser certifies and agreements that:

1. The Appraiser has no present or contemplated future interest in the property appraised or with the parties involved; and neither the employment t make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The ***Estimate of Market Value*** in the appraisal report is not based in whole or in part upon the race, color or national origin of the prospective owners or occupants of the properties in the vicinity of the property appraised.
3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analysis, opinions and conclusions contained in the report).
5. This appraisal report has been made in conformity with and is subject to the requirements of ***the Code of Professional Ethics and Standards of Professional Conduct*** and the ***Uniform Standards of Professional Appraisal Practice.***
6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as ***Review Appraiser***. No change of any item in the appraisal report should be

made by anyone other than the Appraiser. The Appraiser has no responsibility for any unauthorized changes.

CONTINGENT AND LIMITING CONDITIONS: The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report:

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question unless arrangements have been made therefore.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of the appraisal report is governed by the ***Uniform Standards of Professional Appraisal Practice***.
8. Neither all, or any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers,

consultants, professional appraisal organizations, or any state or federally approved financial institution, any department, agency or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.

9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workman-like manner.

ENVIRONMENTAL DISCLOSURE: Unless indicated in the appraisal report, the value estimated in this report is based on the assumptions that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The Appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

Date: October 2, 2014 Appraiser: John W. Stevens

John W. Stevens
Vt. Certified General Appraiser
Vermont 080-0000113

51 Kingdom Way - Newport, VT 05855 - 802-334-7070

Qualifications –Broker and Real Estate Appraiser

Mr. Stevens is certified by the National Association of Real Estate Appraisers as general real estate appraiser and is or has been

licensed in the states of Vermont (80-0000113), Washington (1101549), Montana (259) and Alaska (180).

He has performed more than 65,000 hours of appraisal assignments (including residential, land, rights-of-way, commercial, farm and industrial appraisals) for lenders, courts, individuals, corporations, partnerships, insurance companies, the Internal Revenue Service and others. John provides testimony as an expert witness in Vermont and New Hampshire superior courts, Vermont's Bankruptcy Court and the United States Federal Courts. He is also FHA and HUD approved (NAID #JHNSTV8970) and is an approved vendor for the Federal Deposit Insurance Corporation (FDIC)

John has been a real estate appraiser in Vermont for 45 years, is a Vermont licensed real estate Broker. He is past president and founding member of Orleans County, Vermont, Board of Realtors.

John's interests are many and varied. While Director of the Conservation Society of Southern Vermont, Mr. Stevens served on the President's Advisory Board on Energy for President Lyndon Johnson's Office of Science and Technology. He is a veteran of the United State Air Force, a licensed, instrument-rated aircraft pilot and a licensed coast guard Captain with a Master rating. He trained tested and certified guides for outdoor recreation as founder and president of the Vermont Guide Service. He is a published author.

Mr. Stevens has served on and chaired numerous town boards and commissions including:

- Chairman of the Winhall, VT. Board of Selectman, Winhall School Board and Winhall Planning Commission
- Member and Chairman of Newport City Planning Commission
- Chairman of the Tri-County Selective Service in Vermont for 16 years.
- Vermont State Appraiser

- Board Member of Vermont Natural Resources Council
- Director of the Conservation Society of S. Vermont
- President of Eccomunity Farms & Mountain Meats
- Board member of Vermont Association for the Blind and Visually Impaired